



REGULAR CITY COUNCIL MEETING

May 28, 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 28, 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.

ANNUAL ELECTION ACTIONS

6. **ISSUE A CERTIFICATE OF ELECTION TO INCUMBENT COUNCIL MEMBER PLACE 1 BRETT WILLIAMS. (REBEKAH DOLPHUS)**
7. **ISSUE A CERTIFICATE OF ELECTION TO COUNCIL MEMBER ELECT PLACE 2 JOE CLAIRE. (REBEKAH DOLPHUS)**
8. **ADMINISTER OATH OF OFFICE TO INCUMBENT COUNCIL MEMBER PLACE 1 BRETT WILLIAMS. (JUDGE GLENN KLAUS)**
9. **ADMINISTER OATH OF OFFICE TO COUNCIL MEMBER ELECT PLACE 2 JOE CLAIRE. (JUDGE KEITH LUTZ)**

10. **DISCUSS AND CONSIDER THE ELECTION OF A MAYOR PRO TEM. (MAYOR MCANELLY)**

PROCLAMATIONS

11. **NATIONAL AND HONDO GARDEN WEEK. (MAYOR MCANELLY)**

PRESENTATIONS

12. **EMPLOYEE TENURE AWARDS. (MICHELE THACKER)**
13. **HONDO AREA CHAMBER OF COMMERCE SUMMER SOLSTICE. (JENA PREVO)**
14. **CITY MANAGER'S REPORT. (JOHN NARON)**
15. **JOINT AIRPORT ZONING BOARD. (RYAN ELDER)**

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.

16. **CONSIDERATION AND APPROVAL OF ORDINANCE 1288-05-24 OF THE CITY OF HONDO, TEXAS AMENDING SUBSECTION 7.3.6 "SPECIAL EVENT SIGNS [AND OTHER SPECIFIC REGULATIONS]" OF THE UNIFIED DEVELOPMENT CODE, CODIFIED AS CHAPTER 9A IN THE CITY CODE OF ORDINANCES TO CLARIFY THE APPLICATION OF THE SUBSECTION; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; SETTING AN EFFECTIVE DATE; AND PROVIDING FOR CODIFICATION OF ORDINANCE. (REBEKAH DOLPHUS)**
17. **CONSIDERATION AND APPROVAL OF ORDINANCE 1289-05-24 OF THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS, AUTHORIZING AMENDMENTS TO THE ADOPTED ANNUAL BUDGET OF THE CITY OF HONDO, TEXAS FOR THE 2023-2024 FISCAL YEAR PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR OTHER MATTERS RELATED TO THE SUBJECT. (CHRIS HILL)**
18. **CONSIDERATION AND APPROVAL TO AUTHORIZE THE CITY MANAGER TO SIGN HAS AGREEMENT WITH HOLBROOK ASPHALT LLC FOR AN AMOUNT NOT TO EXCEED \$1,291,325.46.**

OTHER BUSINESS

19. **CITY OF HONDO LOCAL DEVELOPMENT SCHEME: ENVISION 2040 (UCHE ECHEOZO)**
20. **PRELIMINARY PLAT REQUEST FROM SYLVESTER & MELISSA GALLARDO**
THE CITY COUNCIL WILL HOLD A PUBLIC HEARING ON A REQUEST FROM SYLVESTER & MELISSA GALLARDO, OWNER/APPLICANT, FOR A PRELIMINARY PLAT ON 20.27 ACRES OF LAND SITUATED WITHIN THE CITY OF HONDO IN MEDINA COUNTY, TEXAS, OUT OF SURVEY NO. 187, ABSTRACT NO. 428, A.GSELL, WITH THE LEGAL DESCRIPTION BEING, A0428 A.GSELL SURVEY 187. THIS PROPERTY IS ALSO KNOWN AS TWIN ESTATES SUBDIVISION.
THE SUBJECT PROPERTY IS LOCATED IN THE 1500 BLOCK OF 11TH STREET AT THE CORNER OF AVENUE P. THE PROPERTY IS GENERALLY LOCATED NORTH OF 11TH STREET AND WEST OF AVENUE P WITHIN THE SHOIN NEIGHBORHOOD AND IS IDENTIFIED AS ASSESSOR'S PARCEL IDENTIFICATION NO. 4571.
 - a. **OPEN PUBLIC HEARING**
 - b. **STAFF PRESENTATION (UCHE ECHEOZO)**
 - c. **APPLICANT PRESENTATION**

- d. PUBLIC COMMENTS (LIMITED TO 3 MINUTES PER PERSON)
 - e. ADJOURN PUBLIC HEARING
 - f. DISCUSSION AND POSSIBLE ACTION ON PRELIMINARY PLAT REQUEST
21. **FINAL PLAT REQUEST FROM CAPITAL FARM CREDIT**
THE CITY COUNCIL WILL HOLD A PUBLIC HEARING ON A REQUEST FROM CAPITAL FARM CREDIT FOR A FINAL 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 FINAL PLAT IS FOR A PROPOSAL ON CONSTRUCTION OF A NEW LENDING FACILITY AND RELATED PARKING.
- a. OPEN PUBLIC HEARING
 - b. STAFF PRESENTATION (UCHE ECHEOZO)
 - c. APPLICANT PRESENTATION
 - d. PUBLIC COMMENTS (LIMITED TO 3 MINUTES PER PERSON)
 - e. ADJOURN PUBLIC HEARING
 - f. DISCUSSION AND POSSIBLE ACTION ON FINAL PLAT REQUEST
22. **DISCUSS AND CONSIDER POSSIBLE ACTION ON THE INCLUSION OF CITY MANAGER REPORTS AND PUBLIC WORKS REPORTS DURING REGULAR COUNCIL MEETINGS. (JOHN NARON)**

EXECUTIVE SESSION

23. **EXECUTIVE SESSION**
The City Council of the City of Hondo may convene in Executive Session in accordance with the Texas Open Meetings Act, Texas Government Code: Section 551.071(1) (A) and (2) (Consultations with Attorney) and Section 551.072 (Deliberations about Real Property).
- a. DISCUSS HANGAR MR-9 LEASE
 - b. DISCUSSION RELATED TO CONTEMPLATED LITIGATION WITH AIRCANOPY DBA RISE BROADBAND.
24. **DISCUSS AND CONSIDER APPROPRIATE ACTION ON ITEMS RESULTING FROM EXECUTIVE SESSION.**
25. **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 May 24, 2024 at 3:30 p.m.

ATTEST:



Rebekah Dolphus
City Secretary



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

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS

The City of Hondo City Council Meetings is available to all people, 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: ISSUE A CERTIFICATE OF ELECTION TO INCUMBENT COUNCIL MEMBER PLACE 1 BRETT WILLIAMS.
(REBEKAH DOLPHUS)

Date: May 28, 2024

From: Rebekah Dolphus, City Secretary

INFORMATION:

Issue Certificate of Election and sign Statement of Officer.

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. CERTIFICATE OF ELECTION
2. Statement of Officer 2024

STAFF CONTACTS:



CERTIFICATE OF ELECTION

In the name and by the authority of

The State of Texas

THIS IS TO CERTIFY, that at a general election held
on

The 4th of May 2024

Brett Williams

was duly elected

City of Hondo
City Council Member Place 1

In testimony whereof, I have
hereunto signed my name and
caused the Seal of Hondo to be
affixed at the City of Hondo,
this the 28th day of May, 2024.

John McAnelly Jr., Presiding
Officer of City Council,
City of Hondo



STATEMENT OF OFFICER

I, **Brett Williams**, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

City Council Place 1
Title of Position to Which Elected

Hondo / Medina
City and/or County

EXECUTION

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Signature of Officer

Sworn and subscribed before me this 28th day of May, 2024.

Rebekah Dolphus
City Secretary



City Council Communication

Title: ISSUE A CERTIFICATE OF ELECTION TO COUNCIL MEMBER ELECT PLACE 2 JOE CLAIRE. (REBEKAH DOLPHUS)

Date: May 28, 2024

From: Rebekah Dolphus, City Secretary

INFORMATION:

Issue Certificate of Election and sign Statement of Officer.

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. CERTIFICATE OF ELECTION
2. Statement of Officer 2024

STAFF CONTACTS:



CERTIFICATE OF ELECTION

In the name and by the authority of

The State of Texas

THIS IS TO CERTIFY, that at a general election held
on

The 4th of May 2024

Joe Claire

was duly elected

City of Hondo
City Council Member Place 2

In testimony whereof, I have
hereunto signed my name and
caused the Seal of Hondo to be
affixed at the City of Hondo,
this the 28th day of May, 2024.

John McAnelly Jr., Presiding
Officer of City Council,
City of Hondo



STATEMENT OF OFFICER

I, **Joe Claire**, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

City Council Place 2
Title of Position to Which Elected

Hondo / Medina
City and/or County

EXECUTION

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Signature of Officer

Sworn and subscribed before me this 28th day of May, 2024.

Rebekah Dolphus
City Secretary



City Council Communication

Title: ADMINISTER OATH OF OFFICE TO INCUMBENT COUNCIL MEMBER PLACE 1 BRETT WILLIAMS. (JUDGE GLENN KLAUS)

Date: May 28, 2024

From: Rebekah Dolphus, City Secretary

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:



City Council Communication

Title: ADMINISTER OATH OF OFFICE TO COUNCIL MEMBER ELECT PLACE 2 JOE CLAIRE. (JUDGE KEITH LUTZ)

Date: May 28, 2024

From: Rebekah Dolphus, City Secretary

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:



City Council Communication

Title: DISCUSS AND CONSIDER THE ELECTION OF A MAYOR PRO TEM. (MAYOR MCANELLY)

Date: May 28, 2024

From: Mayor John McAnelly, Mayor

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:



City Council Communication

Title: NATIONAL AND HONDO GARDEN WEEK. (MAYOR MCANELLY)

Date: May 28, 2024

From: Mayor John McAnelly, Mayor

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. Proclamation - Garden Week 2024

STAFF CONTACTS:



Proclamation
City of Hondo
National Garden Week
June 2 through June 8, 2024

WHEREAS, the City of Hondo desires to honor the Community's Hondo Garden Club by proclaiming the week of June 2nd through June 8th, 2024 as National and Hondo Garden Club in our city; and,

WHEREAS, the Hondo Garden Club more than demonstrates our country's traditional spirit of independence and initiative through gardening innovation and hard work as they furnish a challenging and productive activity for our citizens, for those just learning as well as those having years of experience; and,

WHEREAS, Gardening promote a healthy life style that last a lifetime, helps reduce stress from other areas of our life and teaches that new aids can come from diligent efforts; and,

WHEREAS, Hondo Garden Club with its Thrift Store helps cloth many of our citizens; with the funds derived benefiting many other non-profit efforts in our city, constantly making a world of difference in the quality of life in Hondo; and, so

***NOW, THEREFORE BE RESOLVED,** I, John E. McAnelly, Jr., and the heartfelt agreement of the City Council, with the authority vested in me as Mayor of Hondo, Texas, do hereby proclaim the week of June 2nd through June 8th, 2024 as National and Hondo Garden Week and ask our citizens to acknowledge and appreciate the importance of Gardening and the efforts of the member of the Hondo Garden Club in our community.*

***PROCLAIMED** this 28th day of May 2024.*

John E. McAnelly, Jr.
Mayor

ATTEST:

Rebekah Dolphus
City Secretary



City Council Communication

Title: EMPLOYEE TENURE AWARDS. (MICHELE THACKER)

Date: May 28, 2024

From: Michele Thacker, Human Resources Manager

INFORMATION:

City of Hondo employee tenure awards for 5, 10, 15, & 20 year anniversaries as of 12/31/2023.

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:



City Council Communication

Title: HONDO AREA CHAMBER OF COMMERCE SUMMER SOLSTICE. (JENA PREVO)

Date: May 28, 2024

From:

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:



City Council Communication

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

Date: May 28, 2024

From:

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:



City Council Communication

Title: JOINT AIRPORT ZONING BOARD. (RYAN ELDER)

Date: May 28, 2024

From: Ryan Elder, Director of Aviation

INFORMATION:

The City adopted the Joint Airport Zoning Board (JAZB) in 1993 (476-9-93) and amended it on 3/17/2008 with only the Airport Hazard Zoning Ordinance (891-03-08) ultimately abolishing the JAZB.

The purpose of the JAZB is to establish a joint zoning authority between the local municipality and county jurisdictions to promote safe sustainable airport operations and ensure compatible land use around the airport protecting life and property. The authority to zone in this capacity is provided to the jurisdictions under the Airport Zoning Act of 1987 under Local Government Code 241 (Attached).

The purpose of the presentation is for Local Officials and to get familiar with the JAZB process with the idea of thinking about potential members to be on the Board. The City is granted the selection of two (2) board members, the County is granted the selection of two (2), and the four (4) members elect a Chairman to the Board. Selection of all members is the first step in the long process of adopting the JAZB as an Ordinance.

FINANCIAL IMPACT:

None

STAFF RECOMMENDATION:

Staff recommends discussing steps required to establish the Joint Airport Zoning Board

MOTION:

None

ATTACHMENTS:

1. HDO Airport Hazard Zoning Kick Off Meeting Presentation
2. LG.241

STAFF CONTACTS:

Ryan Elder

City of Hondo Airport Hazard Zoning Update – Kick Off Meeting

April 4, 2024





Introductions



Needs and Requirements

Needs and Requirements

- **FAA Grant Assurances**
- **Texas Transportation Code**
- **Texas Local Government Code**
- **Texas Administrative Code**
- **Areas to address:**
 - Airspace
 - Ground-based protective surfaces
 - Noise and overflights
 - Frequency and power interference
 - Smoke, light emissions, dust, blasting, etc.
 - Land use compatibility
 - Wildlife hazard mitigation
 - The historical public investment in and the economic and social benefits of the airport



Federal Grant Assurances

→ Grant Assurances 20, Hazard Removal and Mitigation

- “(The Airport Sponsor) will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

→ Grant Assurance 21, Compatible Land Use

- “(The Airport Sponsor) will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.



FAA
Airports

ASSURANCES AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

Texas Regulations

- Texas Transportation Code Chapter 21
- Texas Transportation Code Chapter 22
- Texas Local Government Code Chapter 241
- Texas Administrative Code Rule §30.205
- Texas Administrative Code Rule §30.215





Purpose and Intent

Purpose and Intent

- **Safety**
- **Historical Public Investment**
- **Protect the Airport's benefits**





Joint Airport Zoning Board

Joint Airport Zoning Board (JAZB)

→ The JAZB is dictated by Chapter 241, Texas Local Government Code:

- Sec. 241.014. JOINT AIRPORT ZONING BOARD. (a) A political subdivision to whose benefit an airport is used in the interest of the public or in which an airport owned or operated by a defense agency of the federal government or the state is located may create a joint airport zoning board with another political subdivision in which an airport hazard area or a controlled compatible land use area relating to the airport is located. The political subdivisions must act by resolution or ordinance in creating the joint board. (b) The joint airport zoning board has the same power to adopt, administer, and enforce airport hazard area zoning regulations or airport compatible land use zoning regulations under this section as that given a political subdivision by Sections 241.011 and 241.012.(c) The joint airport zoning board must consist of two members appointed by each of the political subdivisions creating the board and, in addition, a chairman elected by a majority of the appointed members. (d) If an agency of the state owns and operates an airport located within an airport hazard area or controlled compatible land use area governed by a joint airport zoning board, the agency is entitled to have two members on the board. (e) The joint airport zoning board for an airport that is owned or operated by a defense agency of the federal government and that is closed by the federal government may provide that zoning regulations adopted by the board continue in effect until the fourth anniversary of the date the airport is closed.

Joint Airport Zoning Board (JAZB)

→ JAZB points to remember:

- 2 members from each jurisdiction
- Chairperson elected by the JAZB (not one of the appointed members)
- JAZB meetings are public meetings
- Consider who to appoint to the JAZB





Technical Working Group

Technical Working Group (TWG)

- Not required but a best practice
- Diverse stakeholders:
 - Local businesses
 - Pilots/tenants
 - Developers
 - Economic development entities
 - Chamber of Commerce
- This is an informal, non-rulemaking group to provide unique insight into the proposed ordinance





Public Open Houses

Public Open Houses

- In addition to any required hearings or public meetings
- Educate the public on what we are doing
- Give the public an opportunity to learn and provide comments
- Provides additional transparency
- Helps to avoid late-stage opposition
- Ease the public's concerns and dispel myths





Process and Timeline

Process and Timeline



TxDOT Aviation Checklist of Procedural and Legal Actions required for the Adoption of an Airport Zoning Ordinance

The following procedures assume that a Joint Airport Zoning Board (JAZB) will be created. If more than 2 political subdivisions are involved, steps 1 and 2 are repeated as necessary and the number of persons comprising the JAZB will be increased. IMPORTANT: Do not deviate from the numerical order of procedural steps and assure no step is taken before the preceding step is finished.

1. City Ordinance creating a JAZB and appointing city's representatives to that board.
2. County Order creating a JAZB and appointing county's representative to that board.
3. Oaths of office administered to members of the JAZB.
4. Election of 5th member of the JAZB who shall serve as chairperson of that board. Date elected:
5. Oath of office administered to chairperson of the JAZB
6. JAZB sets date of public hearing.
7. Notice of public hearing published in local newspaper(s).*
8. Proof of publication collected for each newspaper. *
9. Notice of public hearing posted in city hall.*
10. Notice of public hearing posted in county courthouse.*
11. Conduct public hearing.
12. Adopt zoning ordinance.
13. Attorney's certification.
14. Adopted ordinance filed with Clerk.*
15. Copy of procedural forms and adopted ordinance provided to each political subdivision participating in the zoning process.*

*These steps should be repeated for each entity participating in the zoning.



City and County Desired Outcomes

Desired Outcomes

- What do you want to get out of this?
- What does success look like to you?



Helpful Resources and Contacts

Resources

- 14 CFR Part 77, Safe, Efficient Use, and Preservation of the Navigable Airspace: <https://www.ecfr.gov/current/title-14/chapter-I/subchapter-E/part-77>
- Airport Cooperative Research Program's Guidebook on Effective Land Use Compatibility Planning Strategies for General Aviation Airports: <https://www.trb.org/Main/Blurbs/179905.aspx>
- Airport Cooperative research Program's Enhancing Airport Land Use Compatibility: <https://www.trb.org/Publications/Blurbs/163344.aspx> (Volume 1) and <https://www.trb.org/Publications/Blurbs/163345.aspx> (Volume 2)
- Airport Cooperative research Program's Guidebook for the Preservation of Public-Use Airports: <https://www.trb.org/Publications/Blurbs/165624.aspx>
- Airport Cooperative research Program's Best Practices for Airport Obstruction Management: <https://crp.trb.org/acrpwebresource7/>
- Airport Cooperative research Program's Aligning Community Expectations with Airport Roles: <https://crp.trb.org/acrpwebresource1/>
- Airport Cooperative research Program's Airport Zoning Ordinance Template: <https://crp.trb.org/acrpwebresource6/home/chapter-resources/chapter-5-asset-management-maintaining-current-asset-and-planning-development-for-the-future/5-6-land-use-compatibility-and-zoning/>
- FAA Advisory Circular 150/5190-4B, Airport Land Use Compatibility Planning: https://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentnumber/150_5190-4
- FAA Advisory Circular 150/5200-33C, Hazardous Wildlife Attractants on or near Airports: https://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/1037215
- FAA Advisory Circular 150/5300-13B, Airport Design: https://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentnumber/150_5300-13
- FAA's Obstruction Evaluation/Airport Airspace Analysis Portal: <https://oeaaa.faa.gov/oeaaa/external/portal.jsp>
- Texas Administrative Code Title 43, Part 1, Chapter 30, Subchapter C, Aviation Facilities Development and Financial Assistance Rules: [https://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac_view=5&ti=43&pt=1&ch=30&sch=C&rl=Y](https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=5&ti=43&pt=1&ch=30&sch=C&rl=Y)
- Texas Local Government Code, Chapter 241, Municipal and County Zoning Authority Around Airports: <https://statutes.capitol.texas.gov/Docs/LG/htm/LG.241.htm#241>
- Texas Transportation Code, Chapter 21, Administration of Aeronautics: <https://statutes.capitol.texas.gov/Docs/TN/htm/TN.21.htm>
- Texas Transportation Code, Chapter 22, County and Municipal Airports: <https://statutes.capitol.texas.gov/Docs/TN/htm/TN.22.htm>
- TxDOT's Airport Compatibility Guidelines: https://ftp.dot.state.tx.us/pub/txdot-info/avn/avninfo/Airport_Compatibility_Guidelines.pdf

Contacts

- Ryan Elder, South Texas Regional Airport at Hondo – Airport Manager: (830) 426-3810, relder@hondo-tx.org
- Jim Halley, Halley Aviation Advisors – Consultant Project Manager: (239) 322-2908, jim@halleyaviation.com
- Ben Breck, TxDOT Aviation – TxDOT Planner for the airport: (512) 348-9898, ben.breck@txdot.gov



Questions and Comments



Next Steps

Next Steps

- **City and County identify JAZB members**
- **Determine TWG members**
- **Set dates for 1st Public Open House, JAZB meeting, and TWG meeting**

Thank you

Jim Halley

(239) 322-2908

jim@halleyaviation.com

www.halleyaviation.com

LOCAL GOVERNMENT CODE

TITLE 7. REGULATION OF LAND USE, STRUCTURES, BUSINESSES, AND
RELATED ACTIVITIES

SUBTITLE C. REGULATORY AUTHORITY APPLYING TO MORE THAN ONE TYPE OF
LOCAL GOVERNMENT

CHAPTER 241. MUNICIPAL AND COUNTY ZONING AUTHORITY AROUND AIRPORTS

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 241.001. SHORT TITLE. This chapter may be cited as the
Airport Zoning Act.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 241.002. LEGISLATIVE FINDINGS. The legislature finds
that:

(1) an airport hazard endangers the lives and property
of users of the airport and of occupants of land in the vicinity of
the airport;

(2) an airport hazard that is an obstruction reduces
the size of the area available for the landing, taking off, and
maneuvering of aircraft, tending to destroy or impair the utility
of the airport and the public investment in the airport;

(3) the creation of an airport hazard is a public
nuisance and an injury to the community served by the airport
affected by the hazard;

(4) it is necessary in the interest of the public
health, public safety, and general welfare to prevent the creation
of an airport hazard;

(5) the creation of an airport hazard should be
prevented, to the extent legally possible, by the exercise of the
police power without compensation; and

(6) the prevention of the creation of an airport
hazard and the elimination, the removal, the alteration, the
mitigation, or the marking and lighting of an airport hazard are
public purposes for which a political subdivision may raise and
spend public funds and acquire land or interests in land.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 241.003. DEFINITIONS. In this chapter:

(1) "Airport" means an area of land or water, publicly or privately owned, designed and set aside for the landing and taking off of aircraft and used or to be used in the interest of the public for that purpose. The term includes an area with installations relating to flights, including installations, facilities, and bases of operations for tracking flights or acquiring data concerning flights.

(2) "Airport hazard" means a structure or object of natural growth that obstructs the air space required for the taking off, landing, and flight of aircraft or that interferes with visual, radar, radio, or other systems for tracking, acquiring data relating to, monitoring, or controlling aircraft.

(3) "Airport hazard area" means an area of land or water on which an airport hazard could exist.

(4) "Airport zoning regulation" means an airport hazard area zoning regulation and an airport compatible land use zoning regulation adopted under this chapter.

(5) "Centerline" means a line extending through the midpoint of each end of a runway.

(6) "Compatible land use" means a use of land adjacent to an airport that does not endanger the health, safety, or welfare of the owners, occupants, or users of the land because of levels of noise or vibrations or the risk of personal injury or property damage created by the operations of the airport, including the taking off and landing of aircraft.

(7) "Controlled compatible land use area" means an area of land located outside airport boundaries and within a rectangle bounded by lines located no farther than 1-1/2 statute miles from the centerline of an instrument or primary runway and lines located no farther than five statute miles from each end of the paved surface of an instrument or primary runway.

(8) "Instrument runway" means an existing or planned runway of at least 3,200 feet for which an instrument landing procedure published by a defense agency of the federal government or the Federal Aviation Administration exists or is planned.

(9) "Obstruction" means a structure, growth, or other object, including a mobile object, that exceeds a limiting height established by federal regulations or by an airport hazard area zoning regulation.

(10) "Political subdivision" means a municipality or county.

(11) "Primary runway" means an existing or planned paved runway, as shown in the official airport layout plan (ALP) of the airport, of at least 3,200 feet on which a majority of the approaches to and departures from the airport occur.

(12) "Runway" means a defined area of an airport prepared for the landing and taking off of aircraft along its length.

(13) "Structure" means an object constructed or installed by one or more persons and includes a building, tower, smokestack, and overhead transmission line.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 241.004. AIRPORT USED IN INTEREST OF PUBLIC. For the purposes of this chapter, an airport is used in the interest of the public if:

(1) the owner of the airport, by contract, license, or otherwise, permits the airport to be used by the public to an extent that the airport fulfills an essential community purpose; or

(2) the airport is used by the state or an agency of the state or by the United States for national defense purposes or for any federal program relating to flight.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 241.005. ADOPTION OF REGULATION INCLUDES AMENDMENT OR OTHER CHANGE. A reference in this chapter to the adoption of an airport zoning regulation includes the amendment, repeal, or other change of a regulation. A reference to the adoption of an airport zoning regulation also includes the amendment of an airport zoning regulation existing on the date the law codified by this chapter took effect, which was September 5, 1947.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

SUBCHAPTER B. ADOPTION OF AIRPORT ZONING REGULATIONS

Sec. 241.011. AIRPORT HAZARD AREA ZONING REGULATIONS. (a) To prevent the creation of an airport hazard, a political subdivision in which an airport hazard area is located may adopt, administer, and enforce, under its police power, airport hazard area zoning regulations for the airport hazard area.

(b) The airport hazard area zoning regulations may divide an airport hazard area into zones and for each zone:

- (1) specify the land uses permitted;
- (2) regulate the type of structures; and
- (3) restrict the height of structures and objects of natural growth to prevent the creation of an obstruction to flight operations or air navigation.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 241.012. AIRPORT COMPATIBLE LAND USE ZONING REGULATIONS. (a) A political subdivision may adopt, administer, and enforce, under its police power, airport compatible land use zoning regulations for the part of a controlled compatible land use area located within the political subdivision if the airport is:

- (1) used in the interest of the public to the benefit of the political subdivision; or
- (2) located within the political subdivision and owned or operated by a federal defense agency or by the state.

(b) The political subdivision by ordinance or resolution may implement, in connection with airport compatible land use zoning regulations, any federal law or rules controlling the use of land located adjacent to or in the immediate vicinity of the airport.

(c) The airport compatible land use zoning regulations must include a statement that the airport fulfills an essential community purpose.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 241.013. EXTRATERRITORIAL ZONING IN POLITICAL

SUBDIVISIONS WITH POPULATION OF MORE THAN 45,000. (a) A political subdivision with a population of more than 45,000 in which an airport used in the interest of the public to the benefit of the political subdivision is located may adopt, administer, and enforce:

(1) airport hazard area zoning regulations applicable to an airport hazard area relating to the airport and located outside the political subdivision; and

(2) airport compatible land use zoning regulations applicable to a controlled compatible land use area relating to the airport and located outside the political subdivision.

(b) The political subdivision has the same power to adopt, administer, and enforce airport hazard area zoning regulations or airport compatible land use zoning regulations under this section as that given a political subdivision by Sections [241.011](#) and [241.012](#).

(c) The airport hazard area zoning regulations or airport compatible land use zoning regulations must include a statement that the airport fulfills an essential community purpose.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1991, 72nd Leg., ch. 98, Sec. 1, 2, eff. Aug. 26, 1991.

Sec. 241.014. JOINT AIRPORT ZONING BOARD. (a) A political subdivision to whose benefit an airport is used in the interest of the public or in which an airport owned or operated by a defense agency of the federal government or the state is located may create a joint airport zoning board with another political subdivision in which an airport hazard area or a controlled compatible land use area relating to the airport is located. The political subdivisions must act by resolution or ordinance in creating the joint board.

(b) The joint airport zoning board has the same power to adopt, administer, and enforce airport hazard area zoning regulations or airport compatible land use zoning regulations under this section as that given a political subdivision by Sections [241.011](#) and [241.012](#).

(c) The joint airport zoning board must consist of two

members appointed by each of the political subdivisions creating the board and, in addition, a chairman elected by a majority of the appointed members.

(d) If an agency of the state owns and operates an airport located within an airport hazard area or controlled compatible land use area governed by a joint airport zoning board, the agency is entitled to have two members on the board.

(e) The joint airport zoning board for an airport that is owned or operated by a defense agency of the federal government and that is closed by the federal government may provide that zoning regulations adopted by the board continue in effect until the fourth anniversary of the date the airport is closed.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1997, 75th Leg., ch. 352, Sec. 1, eff. May 27, 1997; Acts 1999, 76th Leg., ch. 1176, Sec. 1, eff. June 18, 1999.

Sec. 241.015. INCORPORATION OF AIRPORT ZONING REGULATION INTO COMPREHENSIVE ZONING ORDINANCE. A political subdivision may incorporate an airport zoning regulation in a comprehensive zoning ordinance and administer and enforce it in connection with the administration and enforcement of the comprehensive zoning ordinance if:

(1) the two zoning regulations apply, in whole or in part, to the same area; and

(2) the comprehensive zoning ordinance includes, among other matters, a regulation on the height of buildings.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 241.016. AIRPORT ZONING COMMISSION. (a) Before an airport zoning regulation may be adopted, a political subdivision acting unilaterally under Section [241.013](#) must appoint an airport zoning commission. If the political subdivision has a planning commission or comprehensive zoning commission, that commission may be designated as the airport zoning commission.

(b) The commission shall recommend the boundaries of the zones to be established and the regulations for these zones.

(c) The commission shall make a preliminary report and hold

public hearings on the report before submitting a final report.

(d) Before the 15th day before the date of a hearing under Subsection (c), notice of the hearing shall be published in an official newspaper or a newspaper of general circulation in each political subdivision in which the airport hazard area or controlled compatible land use area to be zoned is located.

(e) A joint airport zoning board created under Section [241.014](#) is not required to appoint a commission under this section. Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 697, Sec. 1, eff. Sept. 1, 1995.

Sec. 241.017. PROCEDURAL LIMITATIONS APPLYING TO ADOPTION OF ZONING REGULATIONS. (a) The governing body of a political subdivision may not hold a public hearing or take other action concerning an airport zoning regulation until it receives the final report of the airport zoning commission.

(b) An airport zoning regulation may not be adopted except by action of the governing body of the political subdivision or a joint airport zoning board after the political subdivision or joint airport zoning board holds a public hearing on the matter at which parties in interest and citizens have an opportunity to be heard.

(c) Before the 15th day before the date of a hearing under Subsection (b), notice of the hearing must be published in an official newspaper or a newspaper of general circulation in each political subdivision in which the area to be zoned is located.

(d) A procedural requirement adopted or applied by a political subdivision, including any requirement in the charter of a home-rule municipality, that imposes a waiting period before the adoption of a zoning regulation or requires the submission of a zoning regulation to a binding referendum election does not apply to this chapter.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 697, Sec. 2, eff. Sept. 1, 1995.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 190 (S.B. [1360](#)), Sec. 2, eff. May 23, 2007.

Sec. 241.018. REASONABLENESS OF AIRPORT ZONING REGULATIONS. (a) An airport zoning regulation must be reasonable and may impose a requirement or restriction only if the requirement or restriction is reasonably necessary to achieve the purposes of this chapter.

(b) In determining which airport zoning regulations to adopt, the governing body of a political subdivision or a joint airport zoning board shall consider, among other things:

(1) the character of the flying operations expected to be conducted at the airport;

(2) the nature of the terrain within the airport hazard area;

(3) the character of the neighborhood; and

(4) the current and possible uses of the property to be zoned.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 241.019. NONCONFORMING USES AND STRUCTURES. Except as provided by Section [241.035](#), airport zoning regulations may not require:

(1) changes in nonconforming land use existing on the date of the adoption of the regulations;

(2) the removal, lowering, or other change of a structure that does not conform to the regulations on the date of their adoption, including all phases or elements of a multiphase structure, regardless of whether actual construction has commenced, that received a determination of no hazard by the Federal Aviation Administration under 14 C.F.R., Part 77, before the regulations were adopted;

(3) the removal, lowering, or other change of an object of natural growth that does not conform to the regulations on the date of their adoption; or

(4) any other interference in the continuation of a use that does not conform to the regulations on the date of their adoption.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 241.020. PERMITS. (a) Airport zoning regulations may require that a permit be obtained before:

- (1) a new structure is constructed;
- (2) an existing structure is substantially changed or repaired;
- (3) a new use is established; or
- (4) an existing use is substantially changed.

(b) Airport zoning regulations must provide that a permit be obtained from the administrative agency authorized to administer and enforce the regulations before:

- (1) a nonconforming structure may be replaced, rebuilt, or substantially changed or repaired; or
- (2) a nonconforming object of natural growth may be replaced, substantially changed, allowed to grow higher, or replanted.

(c) A permit may not allow:

- (1) the establishment of an airport hazard;
- (2) a nonconforming use to be made;
- (3) a nonconforming structure or object of natural growth to become higher than it was at the time of the adoption of the airport zoning regulations relating to the structure or object of natural growth or at the time of the application for the permit; or
- (4) a nonconforming structure, object of natural growth, or use to become a greater hazard to air navigation than it was at the time of the adoption of the airport zoning regulations relating to the structure, object of natural growth, or use or at the time of the application for the permit.

(d) Except as provided by Subsection (c), an application for a permit shall be granted.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

SUBCHAPTER C. ADMINISTRATIVE AGENCY AND BOARD OF ADJUSTMENT

Sec. 241.031. ADMINISTRATIVE AGENCY. (a) Airport zoning regulations must provide for the administration and enforcement of the regulations by an administrative agency. The administrative

agency may be:

- (1) an agency created by the regulations;
- (2) an existing official, board, or agency of the political subdivision adopting the regulations; or
- (3) an existing official, board, or other agency of a political subdivision that participated in the creation of a joint airport zoning board adopting the regulations, if satisfactory to that political subdivision.

(b) The administrative agency may not be the board of adjustment or include any member of the board.

(c) The administrative agency shall hear and decide all applications for permits under Section [241.020](#).

(d) The agency may not exercise any of the powers delegated to the board of adjustment.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 241.032. BOARD OF ADJUSTMENT. (a) Airport zoning regulations must provide for a board of adjustment.

(b) If a zoning board of appeals or adjustment exists, it may be designated as the board of adjustment under this chapter.

(c) If a zoning board of appeals or adjustment does not exist or is not designated as the board of adjustment under this chapter, a board of adjustment must be appointed. The board must consist of five members to be appointed for terms of two years. The appointing authority may remove a board member for cause on a written charge after a public hearing. A vacancy on the board shall be filled for the unexpired term.

(d) The concurring vote of four members of the board is necessary to:

- (1) reverse an order, requirement, decision, or determination of the administrative agency;
- (2) decide in favor of an applicant on a matter on which the board is required to pass under an airport zoning regulation; or
- (3) make a variation in an airport zoning regulation.

(e) The board shall adopt rules in accordance with the ordinance or resolution that created it.

(f) Meetings of the board are held at the call of the chairman and at other times as determined by the board. The chairman or acting chairman may administer oaths and compel the attendance of witnesses. All hearings of the board shall be open to the public.

(g) The board shall keep minutes of its proceedings that indicate the vote of each member on each question or the fact that a member is absent or fails to vote. The board shall keep records of its examinations and other official actions. The minutes and records shall be filed immediately in the board's office and are public records.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 241.033. AUTHORITY OF BOARD. The board of adjustment shall:

(1) hear and decide an appeal, as provided by Section [241.036](#), from an order, requirement, decision, or determination made by the administrative agency in the enforcement of an airport zoning regulation;

(2) hear and decide special exceptions to the terms of an airport zoning regulation when the regulation requires the board to do so; and

(3) hear and decide specific variances under Section [241.034](#).

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 241.034. VARIANCES. (a) A person who desires to erect or increase the height of a structure, permit the growth of an object of natural growth, or otherwise use property in violation of an airport zoning regulation, may apply to the board of adjustment for a variance from the regulation.

(b) The board shall allow a variance from an airport zoning regulation if:

(1) a literal application or enforcement of the regulation would result in practical difficulty or unnecessary hardship; and

(2) the granting of the relief would:

(A) result in substantial justice being done;
(B) not be contrary to the public interest; and
(C) be in accordance with the spirit of the regulation and this chapter.

(c) The board may impose any reasonable conditions on the variance that it considers necessary to accomplish the purposes of this chapter.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 241.035. HAZARD MARKING AND LIGHTING. If the administrative agency or board of adjustment considers it reasonable in the circumstances and advisable to accomplish the purposes of this chapter, the agency or board may require in a permit or a variance granted under this chapter that the owner of a structure or object of natural growth allow the political subdivision, at its own expense, to install, operate, and maintain on the structure or object of natural growth any markers and lights necessary to indicate to flyers the presence of an airport hazard.
Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 241.036. APPEAL TO BOARD. (a) A decision of the administrative agency made in its administration of an airport zoning regulation may be appealed to the board of adjustment by:

(1) a person who is aggrieved by the decision;
(2) a taxpayer who is affected by the decision; or
(3) the governing body of a political subdivision or a joint airport zoning board that believes the decision is an improper application of the airport zoning regulation.

(b) The appellant must file with the board and the administrative agency a notice of appeal specifying the grounds for the appeal. The appeal must be filed within a reasonable time as determined by the rules of the board. On receiving the notice, the administrative agency shall immediately transmit to the board all the papers constituting the record of the action that is appealed.

(c) An appeal stays all proceedings in furtherance of the action that is appealed unless the administrative agency certifies in writing to the board facts supporting the agency's opinion that a

stay would cause imminent peril to life or property. In that case, the proceedings may be stayed only by an order of the board, after notice to the administrative agency, if due cause is shown.

(d) The board shall set a reasonable time for the appeal hearing and shall give public notice of the hearing and due notice to the parties in interest. A party may appear at the appeal hearing in person or by agent or attorney. The board shall decide the appeal within a reasonable time.

(e) The board may reverse or affirm, in whole or in part, or modify the administrative agency's order, requirement, decision, or determination from which an appeal is taken and make the correct order, requirement, decision, or determination, and for that purpose the board has the same authority as the administrative agency.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

SUBCHAPTER D. JUDICIAL REVIEW AND OTHER REMEDIES

Sec. 241.041. JUDICIAL REVIEW OF BOARD DECISION. (a) A person who is aggrieved or a taxpayer who is affected by a decision of a board of adjustment, or the governing body of a political subdivision or a joint airport zoning board that believes a decision of a board of adjustment is illegal, may present to a court of record a verified petition stating that the decision of the board of adjustment is illegal in whole or in part and specifying the grounds of the illegality. The petition must be presented within 10 days after the date the decision is filed in the board's office.

(b) On the presentation of the petition, the court may grant a writ of certiorari directed to the board of adjustment to review the board's decision. Granting of the writ does not stay the proceedings on the decision under appeal, but on application and after notice to the board the court may grant a restraining order if due cause is shown.

(c) The board's return must be verified and must concisely state any pertinent and material facts that show the grounds of the decision that is appealed. The board is not required to return the original documents on which the board acted but may return

certified or sworn copies of the documents or parts of the documents as provided by the writ.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 241.042. TRIAL BY COURT. (a) The court, in an appeal from a decision of a board of adjustment as provided by Section 241.041, shall try and determine the case de novo on the basis of the facts adduced in the trial of the case in the court. The court shall independently rule on the facts and the law as in an ordinary civil suit.

(b) The court has exclusive jurisdiction to reverse or affirm, in whole or in part, or modify the decision that is appealed and, if necessary, may order further proceedings by the board.

(c) Costs may not be assessed against the board unless the court determines that the board acted with gross negligence, in bad faith, or with malice in making its decision.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 241.043. EFFECT OF HOLDING OF THE COURT. If the court holds that an airport zoning regulation, although generally reasonable, interferes with the use or enjoyment of a particular structure or parcel of land to such an extent that, or is so onerous in its application to a particular structure or parcel of land that, the application of the regulation constitutes a taking or deprivation of property in violation of the state or federal constitution, the holding does not affect the application of the regulation to any other structure or parcel of land.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 241.044. ADDITIONAL REMEDIES. (a) A political subdivision or joint airport zoning board adopting airport zoning regulations may bring an action in a court of competent jurisdiction to prevent, restrain, correct, or abate a violation of:

(1) this chapter;

(2) an airport zoning regulation adopted by the political subdivision or board; or

(3) an order or ruling made in connection with the administration or enforcement of an airport zoning regulation adopted by the political subdivision or board.

(b) The court shall grant any relief, including an injunction which may be mandatory, as may be proper under all the facts and circumstances of the case to accomplish the purposes of this chapter and the regulations adopted and orders and rulings made under it.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

SUBCHAPTER Z. MISCELLANEOUS PROVISIONS

Sec. 241.901. CONFLICT OF AN AIRPORT HAZARD AREA ZONING REGULATION WITH ANOTHER REGULATION. (a) If an airport hazard area zoning regulation conflicts with any other regulation applicable to the same area, the more stringent limitation or requirement controls.

(b) Subsection (a) applies to any conflict with respect to the height of a structure or object of natural growth or any other matter.

(c) Subsection (a) applies to any regulation that conflicts with an airport hazard area zoning regulation whether the regulation was adopted by the political subdivision that adopted the airport zoning regulation or by another political subdivision.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 241.902. CONFLICT OF AN AIRPORT COMPATIBLE LAND USE ZONING REGULATION WITH ANOTHER REGULATION. (a) If an airport compatible land use zoning regulation conflicts with any other regulation applicable to the same area, the airport compatible land use zoning regulation controls.

(b) Subsection (a) applies to any conflict with respect to the use of land or any other matter.

(c) Subsection (a) applies to any regulation that conflicts with an airport compatible land use zoning regulation, whether the regulation was adopted by the political subdivision that adopted the airport compatible land use zoning regulation or by another

political subdivision.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 241.903. ACQUISITION OF AIR RIGHTS OR OTHER PROPERTY.

(a) A political subdivision may acquire from a person or other political subdivision an air right, aviation easement, or other estate or interest in property or in a nonconforming structure or use if:

(1) the acquisition is necessary to accomplish the purposes of this chapter;

(2) the property or nonconforming structure or use is located within the political subdivision, the political subdivision owns the airport, or the political subdivision is served by the airport; and

(3)(A) the political subdivision desires to remove, lower, or terminate the nonconforming structure or use;

(B) airport zoning regulations are not sufficient to provide necessary approach protection because of constitutional limitations; or

(C) the acquisition of a property right is more advisable than an airport zoning regulation in providing necessary approach protection.

(b) An acquisition under this section may be by purchase, grant, or condemnation in the manner provided by Subchapter B, Chapter 21, Property Code.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.



City Council Communication

Title: CONSIDERATION AND APPROVAL OF ORDINANCE 1288-05-24 OF THE CITY OF HONDO, TEXAS AMENDING SUBSECTION 7.3.6 "SPECIAL EVENT SIGNS [AND OTHER SPECIFIC REGULATIONS]" OF THE UNIFIED DEVELOPMENT CODE, CODIFIED AS CHAPTER 9A IN THE CITY CODE OF ORDINANCES TO CLARIFY THE APPLICATION OF THE SUBSECTION; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; SETTING AN EFFECTIVE DATE; AND PROVIDING FOR CODIFICATION OF ORDINANCE. (REBEKAH DOLPHUS)

Date: May 28, 2024

From: Rebekah Dolphus, City Secretary

INFORMATION:

This was passed unanimously at the Planning & Zoning Meeting on Monday May 20, 2024.

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. 1288-05-24 2A

STAFF CONTACTS:

ORDINANCE NO. 1288-05-24

AN ORDINANCE OF THE CITY OF HONDO, TEXAS AMENDING SUBSECTION 7.3.6 “SPECIAL EVENT SIGNS [AND OTHER SPECIFIC REGULATIONS]” OF THE UNIFIED DEVELOPMENT CODE, CODIFIED AS CHAPTER 9A IN THE CITY CODE OF ORDINANCES, TO CLARIFY THE APPLICATION OF THE SUBSECTION; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; SETTING AN EFFECTIVE DATE; AND PROVIDING FOR CODIFICATION OF ORDINANCE.

WHEREAS, the City of Hondo, Texas (“City”) adopted its regulations for special event signs through Ordinance No. 1148-01-18 and such regulations were codified as Chapter 9A “Unified Development Code,” Chapter 7 “General Development Standards,” Section 7.3 “Signs,” Subsection 7.3.6 “Special Event Signs [and Other Specific Regulations]” of the City’s Code of Ordinances; and

WHEREAS, the City finds it necessary to amend subsection 7.3.6 “Special Event Signs [and Other Specific Regulations]” to clarify the intention and application of the regulations within subsection 7.3.6 and conform to State or Federal legal requirements and; and

WHEREAS, section 259.003 of the Texas Election Code strictly limits the City’s regulation of political signs (campaign or otherwise) on private property before an election, with limited exceptions; and

WHEREAS, in accordance with the process set forth in section 3.15 of the City’s Unified Development Code, the Planning and Zoning Commission, by action at a regular meeting held on May 20, 2024 following a public hearing, recommended the amendment herein to City Council; and

WHEREAS, the City Council finds that it is in the interest of the City and necessary to promote the general welfare of the citizens of the City of Hondo to clarify the intention and application of the regulations within subsection 7.3.6.

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

Section 1. Amendments. Chapter 9A “Unified Development Code,” Chapter 7 “General Development Standards,” Section 7.3 “Signs,” Subsection 7.3.6 “Special Event Signs [and Other Specific Regulations]” of the City’s Code of Ordinances shall hereinafter be amended as follows [additions underlined]:

Chapter 9A – Unified Development Code

Chapter 7 – General Development Standards

§ 7.3 Signs.

7.3.6 Special Event Signs [and Other Specific Regulations]. Temporary special event signs announcing a nonpolitical campaign, drive, activity, or event of a civic, philanthropic, educational, or religious organization for noncommercial purposes shall be subject to the following:

a. Number, Area, Height, Location

- i. The permitted number, area, height, location and construction of temporary event signs shall be determined by the Development Officer with consideration given to the public safety and the signage reasonably necessary and appropriate for the intended purpose.
- ii. Any temporary event sign which is permitted by the Development Officer to extend over or onto a public right-of-way shall be erected and maintained in such a manner as to not interfere or obstruct access, activity, or vision along any such public right-of-way.
- iii. This Section 7.3.6 shall not apply to temporary political signs (campaign or otherwise), which are regulated under Sections 7.3.2 and 7.3.3 above.

b. Special Conditions

- i. Timing. Temporary event signs may be erected and maintained for a period not to exceed thirty (30) days prior to the date of which the nonpolitical campaign, drive, activity, or event advertised is scheduled to occur and shall be removed within three (3) days of the termination of such nonpolitical campaign, drive, activity or event.

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

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

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

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

Section 6. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as a required by the Open Meetings Act, Chapter 551, Local Government Code.

Section 7. Effective Date. This Ordinance shall become effective immediately following passage by City Council.

Section 8. Code of Ordinances. It is the intention of the City Council of the City of Hondo that this Ordinance shall become a part of the Code of Ordinances of the City of Hondo and may be renumbered and codified therein accordingly.

PASSED and APPROVED this, the _____ day of _____, 2024.

By: _____
JOHN MCANELLY JR., MAYOR

ATTEST:

REBEKAH DOLPHUS, CITY SECRETARY



City Council Communication

Title: CONSIDERATION AND APPROVAL OF ORDINANCE 1289-05-24 OF THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS, AUTHORIZING AMENDMENTS TO THE ADOPTED ANNUAL BUDGET OF THE CITY OF HONDO, TEXAS FOR THE 2023-2024 FISCAL YEAR PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR OTHER MATTERS RELATED TO THE SUBJECT. (CHRIS HILL)

Date: May 28, 2024

From: Chris Hill, Chief Finance Officer

INFORMATION:

Mid Year Budget Amendments are attached.

FINANCIAL IMPACT:

See dollar values by fund Exhibit of the ordinance.

STAFF RECOMMENDATION:

Approve Ordinance amending the Current Fiscal Year 2023-2024 Budget Appropriations.

MOTION:

Move to approve Ordinance 1289-05-24.

ATTACHMENTS:

1. 1289-05-24 ORD for Budget Amendments
2. Budget Amendment #2 FY2023-2024 Mid-Year

STAFF CONTACTS:

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

John Naron
City Manager
jnaron@hondo-tx.org

ORDINANCE NO. 1289-05-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS, AUTHORIZING AMENDMENTS TO THE ADOPTED ANNUAL BUDGET OF THE CITY OF HONDO, TEXAS FOR THE 2023-2024 FISCAL YEAR PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR OTHER MATTERS RELATED TO THE SUBJECT.

WHEREAS; by Ordinance No. 1275-09-23, the City of Hondo, Texas, adopted its annual budget for the 2023-2024 fiscal year on September 25, 2023; and

WHEREAS; the City Council finds and determines that it is prudent to amend the budget as set forth in this ordinance due to unforeseen conditions that have occurred in the City; and

WHEREAS; the City Council finds that this amendment will serve the general welfare of the citizenry; and

WHEREAS; the City Council deems it advisable to amend the budget for the General Fund Revenues by \$147,008 and Expenditures by \$123,784, Electric Fund Revenues by \$30,000 and Expenses for \$32,688, Utility Water Fund Revenues by \$53,900 and Expenses by \$53,900.

WHEREAS; the amended budget appended here as Exhibit “A”, for the fiscal year beginning October 1, 2023 and ending September 30, 2024 was duly presented to the City Council by the City Manager.

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

SECTION 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

SECTION 2. That the City Manager is hereby authorized and directed to make the amendments set forth in this ordinance to the appropriations for the fiscal year beginning October 1, 2023 and ending September 30, 2024, for the support of the general government of the City of Hondo, Texas, a copy of which is appended as Exhibit “A”.

SECTION 3. That the budget, as shown in words and figures in Exhibit “A” is hereby approved in all aspects and adopted as the City’s amended budget for the fiscal year beginning October 1, 2023 and ending September 30, 2024.

SECTION 4. Should any part of this Ordinance be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 5. These amendments shall become an attachment to original budget for the 2023-2024 fiscal year.

PASSED AND APPROVED THIS 28TH DAY OF MAY 2024.

John McAnelly, Mayor

ATTEST:

Rebekah Dolphus, City Secretary

**Recap of FY 2023-24 Budget Amendments
As of May 28, 2023**

EXHIBIT A

	Date	Fund 01 General	Fund 02 Electric	Fund 03 Water/Sewer	
Beginning Unassigned Working Capital	10/01/23	6,279,208	1,573,931	3,997,960	Includes Receivables
Adopted Revenues - Budget 10/23/23		11,522,050	6,813,718	4,583,346	
<u>Amendments:</u>					
Insurance Proceeds		105,928			TML Claims
Investment Income			30,000	-	Improvement in Texpool Earnings
Permits and Fees		50,000			Offset Dev. Service Expenditures
CDBG Sidewalk Grant		44,980			Carryover from Prior Year
Transfers		(53,900)		53,900	Transfer to Water for Below Expenses
Total Revenue Amendments		147,008	30,000	53,900	
Total Revised Revenues		11,669,058	6,843,718	4,637,246	
Total Available		17,948,266	8,417,649	8,635,206	
Adopted Expenditures/Expenses - Budget 10/23/23		11,623,305	6,789,298	4,583,346	
<u>Amendments:</u>					
Police (Vehicle Maintenance, TCOLE Training, Uniforms, Vest - \$5K each)		20,000			Offset by Salaries
Emergency Mgmt		7,000			Annual Bill for IInfo License not paid LY
Police Salaries		(27,000)			Offset Police Expenses
Animal Control Capital Outlay		8,825			Approved by City Council - PY Tax Notes
Library Salaries		2,500			Summer Aide - 120 Hours
Library Add (Seminars, Special Events, Janitorial Services)		7,514			Extra Eclipse expenses, SA TLA Conference
Library Reduce Costs (Audio Books, Uniforms, Postage, Maint. Agmt)		(1,799)			Under Budget
Parks (Basketball and Pickle ball Courts)		30,900			Park Courts Rehabilitation
Parks - (Contingency)		(8,000)			Offset Park Upgrades
Admin - (Utilities, Leases, Dues and Memberships, Misc.)		10,000			Offset by Insurance Proceeds
Dev. Services Salaries		4,000			Manager - Pay Adj plus Fringe %
Dev. Services Add (Inspections, Engineering, Demo)		50,000			Offset by Permits Revenue and Demo \$10K.
City Secretary - (Election)		7,250			HISD canceled election.
Finance (Salaries / Benefits)		47,800			Move Asst. Finance Director to 100% Finance
Court (Salaries / Benefits)		(47,800)			Offset to Finance
HR (Seminars / Training)		4,000			Training for HR Manager
HR (Random Drug Testing)		(4,000)			Offset Training
IT (Projects from LY Budget)		46,083			City Hall / STRTC Alarm Systems / PD Toughbks
IT (Contingency/Salaries)		(35,000)			Offset IT expenses
CDBG - Downtown Sidewalk Grant		55,411			Carryover from Prior Year
Streets		16,100			New Mosquito Sprayer
Public Works Awning		(70,000)			Offsets Streets/Water/Sewer
Electric Study			102,312		Approved by City Council - Project is \$202,312
Electric - System Improvements			(110,000)		Offset Study
Electric Contingency			(25,000)		Offset Study
Water Tower Lights				33,900	Offset in Public Works
Sewer Southern Breese Emergency Repair				20,000	Offset in Public Works
Total Expenditure/Expense Amendments		123,784	(32,688)	53,900	
Total Revised Expenditures/Expenses		11,747,089	6,756,610	4,637,246	
Net Amount		23,224	62,688	-	
Ending Working Capital, based on Amended Budget Amounts		6,201,177	1,661,039	3,997,960	
Ending Days of Working Capital, based on Amended Amounts		193	90	315	



City Council Communication

Title: CONSIDERATION AND APPROVAL TO AUTHORIZE THE CITY MANAGER TO SIGN HA5 AGREEMENT WITH HOLBROOK ASPHALT LLC FOR AN AMOUNT NOT TO EXCEED \$1,291,325.46.

Date: May 28, 2024

From: John Naron, City Manager

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. DOCS1-#299392-v2-Holbrook_H5_Service_Contract

STAFF CONTACTS:

**AGREEMENT
BETWEEN CITY OF HONDO AND CONTRACTOR
FOR NON-PROFESSIONAL SERVICES**

**TERM CONTRACT FOR HIGH DENSITY MINERAL BOND TREATMENT
("HA5")**

This General Services Contract for High Density Mineral Bond Treatment (the "Contract") is made and entered into, by and between the City of Hondo, 1600 Avenue M, Hondo, Texas 78861 (the "City") and Holbrook Asphalt, LLC (the "Contractor") and having its principal place of business at 1545 E. Commerce Drive Saint George, UT 84790, jointly referred to as the "Parties," for the following work described in the Scope of Work attached as Exhibit "A." and the locations as Exhibit "A-1."

WITNESSETH:

WHEREAS, City of Hurst ("Hurst") sought competitive bids in full compliance with municipal competitive bidding requirement, under Bid Reference Number 24-004 for High Density Mineral Bond Seal and awarded the bid to Andale Construction, Inc. ("Andale"); and

WHEREAS, Andale and the Hurst entered into an Agreement identified as Standard Form of Agreement Between the City of Hurst and Contractor, which was effective March 26, 2024, for work related to Hurst's Bid Reference Number 24-004 for High Density Mineral Bond Seal; and

WHEREAS, Andale and Hurst executed the First Amendment to the Standard Form of Agreement Between City of Hurst and Contractor on April 28, 2024 to amend the Contract Documents by adding a provision authorization to permit a Co-Contractor; and

WHEREAS, through written agreement by Assignment and Assumption of Contract on April 28, 2024, Andale assigned and conveyed all its rights, interests, and obligations under the Contract Documents to Holbrook Asphalt, LLC as Co-Contractor; and

WHEREAS, Hurst and the City of Hondo (the "City") entered into an Interlocal Agreement effective on May 13, 2024 under Chapter 791 and Chapter 271.102 of the Texas Local Government Code to purchase services commonly utilized by the two Cities, including services from vendors under present and future contracts; and

WHEREAS, pursuant to the Interlocal Agreement and Hurst's contract assigned to Contractor, the City hereby engages with Contractor to perform certain services in accordance with the specifications of the Contract; and

WHEREAS, this Contract is effective the date of the last signature; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Contract;

NOW, THEREFORE, the City of Hondo and the Contractor do hereby agree as follows:

1. **Scope of Work.** The services to be performed by the Contractor are specified in **Exhibit “A”** and **Exhibit “A-1”** to this Contract, which are attached and incorporated herein under the terms and conditions of this Contract (the “Work” or “Project”). All Work shall be performed in compliance with the terms, conditions, obligations, warranties and specifications identified in **Exhibit “B”** entitled ‘City of Hurst Invitation to Bid/Proposal’ attached hereto and incorporated by reference herein with the designations “Andale” and “Hurst” meaning “Holbrook” and “Hondo.”

This is a term contract for services with no guarantee to the quantity to be ordered or the specified locations. The City will contact the vendor to order the goods/services and may request an estimate for the work based on the unit pricing in detailed in Section 3 below.

2. **Amendment.** Any changes to this Contract shall be by written amendment and executed by both Parties.
3. **Pricing and Limit of Payments.** The Work shall be performed in place and complete at the unit prices identified in **Exhibit “A-2”** which is attached and incorporated herein for all purposes and will be invoiced monthly based on square yards completed and accepted during the preceding month in accordance with the pricing. Payments under this Contract may not exceed **\$1,291,325.46** without written amendment of this Contract executed by both parties. The City reserves the right to adjust or add locations of the services to be provided herein without any increase to the Contract price unless the adjusted or additional locations increase the total square yardage that will exceed the Contract price, which will then require compliance with Section 2 provided herein.
4. **Period of Performance.** The term of this contract shall start at the beginning of the date of execution by the City and continue for an initial term of one year. This agreement may be renewed for up to four (4) additional one-year terms upon mutual agreement.
5. **Incorporation by Reference.** The City and Contractor incorporate all whereas statements into this contract. The City and Contractor hereby incorporate the attached heretofore Contract Documents between Hurst and Andale by reference attached hereto as **Exhibit “B”, Exhibit “C”, and Exhibit “D”**. As incorporated into this Contract, the designations “Andale” and “Hurst” shall mean “Holbrook” and “Hondo,” and any designation of “Tarrant County” shall mean “Medina County.”
6. **Gratuities & Bribes.** Contractor certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or its agent or representative, to any City officer, employee, or elected representative, with respect to this Contract or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the Contract.
7. **Required Licenses.** Contractor certifies that they hold all licenses required by the federal government and the State of Texas for a provider of the goods and/or services described by the Scope of Work herein. Services must be performed with the professional skill and care ordinarily provided by competent professionals (e.g., licensed engineers or registered architects) practicing in the same or similar locality and under the same or similar circumstances and professional license.
8. **Authority to Enter Contract.** The individual signing this Contract on behalf of the Contractor acknowledges that they are authorized to do so and said individual further warrants that they are authorized to commit and bind the City to the terms and conditions of this Contract.

- 9. Anti-Boycott of Energy Companies.** Contractor verifies that it does not boycott energy companies and will not boycott energy companies during the Term of this Contract, as those terms are defined by Texas Government Code Chapter 2274. This provision includes a company with 10 or more full-time employees and a contract that has a value of \$100,000 or more to be paid wholly or partly from the entity's public funds, as well as a sole proprietorship as a contractor for purposes of this prohibition.
- 10. Nondiscrimination Against Firearm & Ammunition Industries.** Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the Term of this Contract against a firearm entity or firearm trade association, as those terms are defined by Texas Government Code Chapter 2274.
- 11. Public Information.** The requirements of Texas Government Code Chapter 552, Subchapter J, may apply to this Contract and the Contractor or its agents agrees that the Contract may be terminated if the Contractor or its agents knowingly or intentionally fail to comply with a requirement of that subchapter. The Contractor is required to:
- (1) preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the City for the duration of the Contract;
 - (2) promptly provide to the City any contracting information related to the Contract that is in the custody or possession of the entity on request of the governmental body; and
 - (3) on completion of the Contract, either:
 - i) provide at no cost to the City all contracting information related to the Contract that is in the custody or possession of the Contractor; or
 - ii) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the City.
- 12. Confidentiality.** Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law is invalid. (Texas Government Code Chapter 552).
- 13. Independent Contractor.** The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of City or the Contractor. It is understood and agreed by the Parties that the Contractor is an independent contractor retained for the services described in Exhibit "A", attached and incorporated herein. The City will not control the manner or the means of the Contractor's performance but shall be entitled to work product as detailed in Exhibit "A". No provision of this Contract or act of City in performance of the Contract shall be construed as making the Contractor the agent, servant or employee of the City, the State of Texas or the United States government. This Contract does not create a joint venture. Services performed by the Contractor under this Contract are solely for the benefit of the City. Nothing contained in this Contract creates any duties on the part of the Contractor toward any person not a party to this Contract. No person or entity not a signatory to this Contract shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee-related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

14. Entire Agreement. This Contract, the Contract Documents between Hurst and Andale under bid 24-004, and all other attachments and exhibits, as provided herein, constitute the entire agreement between the parties hereto, and supersede any and all oral and written contracts between the Parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of the parties.

15. Subcontracts & Assignments. Contractor may utilize the services of specialty subcontractors on those parts of the work which under normal contracting practices are performed by specialty subcontractors. Contractor shall not award any work to any subcontractor until Contractor submits to the City a written statement concerning the proposed award to the subcontractor which statement shall contain such information as the City may require. The Contractor acknowledges that the City is not liable to any subcontractor or assignee of the Contractor. The Contractor shall be fully responsible to the City for the acts and omissions of its Subcontractors. Nothing contained herein shall create any contractual or employment relations between any Subcontractor and the City. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Contract as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices and comply with all laws and regulations applicable to the furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, City shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations. Nothing contained herein shall create any contractual relationship between any subcontractor and the City.

16. Payment Provisions. The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Texas Government Code Chapter 2251. The City reserves the right to modify any amount due on an invoice that has been presented by the Contractor to the City if necessary to conform the amount to the terms of the Contract. Invoices must be sent to the following address to assure timely processing:

City of Hondo, Texas - Public Works
Attn: Rene Saenz, Director of Public Works
1600 Avenue M
Hondo, Texas 78861
(830) 741-5077
rsaenz@hondo-tx.org.

17. Abandonment or Default. A Contractor who abandons or defaults the work on the contract and causes the City to purchase goods, materials or services elsewhere may:

- (a) be charged for any increased cost of goods, materials and/or services related thereto;
- (b) be considered disqualified in any re-advertisement of the service; and
- (c) not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.

18. Compliance With Other Laws. This Contract shall be considered an executed certification that the Contractor will comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court, administrative bodies or tribunals in any matter affecting the performance of the Contract, including without limitation,

immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful Contractor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.

19. INDEMNIFICATION. CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, ATTORNEY'S FEES AND ANY AND ALL OTHER COSTS OR FEES (WHETHER GROUNDED IN CONSTITUTIONAL LAW, TORT, CONTRACT, OR PROPERTY LAW, OR RAISED PURSUANT TO LOCAL, STATE OR FEDERAL STATUTORY PROVISION), ARISING OUT OF THE PERFORMANCE OF THE CONTRACT AND/OR ARISING OUT OF A WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR ITS OFFICERS, AGENTS, AND EMPLOYEES. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON, AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, OR ALLEGED TO BE CAUSED BY, THE NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACTOR AND ANY EMPLOYEE OR SUB- CONTRACTOR OF THE CONTRACTOR SHALL NOT BE CONSIDERED AN EMPLOYEE OF THE CITY. THE CONTRACTOR SHALL NOT BE WITHIN PROTECTION OR COVERAGE OF THE CITY'S WORKERS' COMPENSATION INSURANCE, HEALTH INSURANCE, LIABILITY INSURANCE OR ANY OTHER INSURANCE THAT THE CITY FROM TIME TO TIME MAY HAVE IN FORCE AND EFFECT. CITY SPECIFICALLY RESERVES THE RIGHT TO REJECT ANY AND ALL CONTRACTOR'S EMPLOYEES, REPRESENTATIVES OR SUB-CONTRACTORS AND/OR THEIR EMPLOYEES FOR ANY CAUSE, SHOULD THE PRESENCE OF ANY SUCH PERSON ON CITY PROPERTY OR THEIR INTERACTION WITH CITY EMPLOYEES BE FOUND NOT IN THE BEST INTEREST OF THE CITY OR IS FOUND TO INTERFERE WITH THE EFFECTIVE AND EFFICIENT OPERATION OF THE CITY'S WORKPLACE. THIS PARAGRAPH IS SUBJECT TO THE LIMITATIONS OF TEXAS LAW.

20. Disclosure of Interested Persons for Council-Approved Contracts (Form 1295 Filing). Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex. Gov't Code. Under the provisions of this statute:

- (1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;
- (2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission that includes:
 - a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business

entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and

- b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

21. Prohibition on Contracts with Companies Boycotting Israel. Certain contracts for goods and services are subject to the requirements of Section 2270.002, Tex. Gov't Code (H.B. 89, as amended by H.B. 793). Specifically, this statute applies to contracts for goods and services that:

- (1) are between the City and a company with 10 or more full-time employees; and
- (2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

If this is a contract to which the verification requirement applies, the City has approved a verification form which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

22. Sovereign Immunity. Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgment of the provision within the Contract.

23. Titles Not Restrictive. The titles assigned to the various Articles of this Contract are for convenience only. Titles shall not be considered restrictive of the subject matter of any article, or part of this Contract.

24. Iran, Sudan, and Foreign Terrorist Organizations. The signatory executing the Contract on behalf of Contractor represents that neither Contractor nor any of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Texas Government Code Sections 2252.153 or 2270.0201, and posted on such officer's internet website.

The foregoing representation is made solely to comply with Texas Government Code Section 2252.152, and to the extent such section does not contravene applicable Federal law and excludes the entity and each of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The signatory understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

25. Discrimination. The Contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate.

26. Notices. Notifications shall be sent to the Contractor to the address and point of contact as follows:

Holbrook Asphalt, LLC
Attn: Chris Rasmussen
1545 E. Commerce Drive
St. George, UT 84790
(435) 272-4013
chris@holbrookasphalt.com

with a copy to:

Holbrook Asphalt, LLC
Attn: Michael Davidson, General Counsel
1545 E. Commerce Drive
St. George, UT 84790
(435) 627-5634
mike.davidson@holbrookasphalt.com

Notifications shall be sent to the City to the address and point of contact as follows:

City of Hondo
Attn: John Naron, City Manager
1600 Avenue M
Hondo, Texas 78861

27. Force Majeure. It is expressly understood and agreed by both parties that, if the performance of any provision of a contract resulting from this procurement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances that are reasonably beyond the control of the party obligated or permitted under the terms of the contract to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.

28. Performance and Payment Bonds. Contractor shall furnish Performance and Payment Bonds, each in an amount at least equal to the Annual Amount of **\$1,291,325.46** as security for the faithful

performance of the Work for the City and payment of all Contractor's labor, materials, equipment and supply obligations under the Contract Documents. These Bonds shall remain in effect by Contractor at least until one year after the date when final payment becomes due for that year term and renewed if the Contract is extended an additional year term, and except as otherwise provided by Law or Regulation or by the Contract Documents. All Bonds shall be in the forms prescribed by Law or Regulation and on the Forms provided in **Exhibit "E"** to this Contract and be executed by such sureties as authorized to do business in the State of Texas and listed in the current Federal Circular 570 as authorized to issue bonds. All Bonds signed by an agent ("attorney in fact") must be accompanied by a certified copy of the authority to act on behalf of the surety. Contractor and its surety understand that the Bonds shall automatically be increased in the amount of any additive Amendment signed by the City and Contractor. Contractor shall supply said Bonds to the City for approval not later than five (5) days after the date of execution of this Contract. The Bonds shall be in the form required by the City and shall name the City as obligee. Contractor's failure to provide Bonds shall constitute a material breach of the Contract, entitling the City to terminate the Contract and to exercise all rights, remedies and recoveries under the Contract Documents, at law and in equity. All refunds, if any, from any such premiums shall accrue to the City. Upon the request of any person or entity appearing to be a potential beneficiary of Bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the Bonds or shall authorize a copy to be furnished.

If the surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent, or its right to do business in Texas is terminated or it ceases to meet the requirements herein, Contractor shall within five (5) calendar days thereafter substitute another Bond and surety, both of which must be acceptable by the City.

- 29. Insurance.** The Contractor certifies, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the same insurance requirements provided in Exhibit "B" attached hereto.
- 30. Termination.** The City may terminate the Contract by giving Contractor notice in writing in accordance with section 26 hereto for cause or convenience. Upon delivery of such notice by the City 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. The City shall then pay Contractor that portion of the prescribed charges which the services actually performed under this Contract bear to the total services call 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 the City when and if this Contract is terminated.
- 31. Changes & Amendments.** Any alterations, additions, or deletions to the terms of this Contract, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

To ensure the legal and effective performance of this Contract, both parties agree that any amendment that affects the performance under this Contract must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice,

unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Contract and shall be binding upon the parties as if written herein.

32. Governing Law & Venue. Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Medina County, Texas.

33. Attorney's Fees. Should either Party to this Contract bring suit against the other Party for any matter relating to this Contract, the prevailing Party shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

34. Severability. The City and Contractor agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

35. Primary Contract. The Contract Documents attached heretofore between Hurst and Andale Construction governs over any conflicting terms or conditions found in this Contract. Notwithstanding the foregoing, this Contract's Scope of Work identified in Exhibit "A" and Exhibit "B" control and any other specified work related to the City of Hondo. In addition, the Contractor will be required to comply with the Insurance and Performance and Payment Bond requirements to this Contract.

36. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both Parties.

37. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:

EXHIBIT "A" – Scope of Work

EXHIBIT "A-1" – List of Streets and Boundaries for services

EXHIBIT "A-2" – Hondo Pricing

EXHIBIT "B" - City of Hurst Invitation to Bid/Proposal (including any addenda issued) As incorporated into this Contract, the designations "Andale" and "Hurst" shall mean "Holbrook" and "Hondo," and any designation of "Tarrant County" shall mean "Medina County."

EXHIBIT "C" – First Amendment to the Standard Form of Agreement Between City of Hurst and Contractor

EXHIBIT "D" – Assignment and Assumption of Contract

EXHIBIT "E" – Performance and Payment Bonds

EXHIBIT "F" – Insurance Certificate

The City and the Contractor have read, understood and agreed to the whole Contract as executed by:

"City"

City of Hondo

By: _____

Print Name: John Naron

Title: City Manager

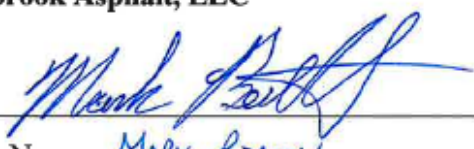
Date: _____

Attest:

Rebekah Dolphus, City Secretary

"Contractor"

Holbrook Asphalt, LLC

By: 

Print Name: MARK BEATTY

Title: SR VP

Date: 5/22/24

EXHIBIT “A”

Scope of Work

1. ESTIMATED ANNUAL QUANTITIES

The City estimates that it will treat approximately **293,102 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 Contract price.

2. MINIMUM QUALITY SPECIFICATIONS

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

Holbrook will comply with all terms, conditions, specifications, proposals, certifications set out in City of Hurst Invitation to Bid/Proposal 24-004, including the Proposal, Standard Form of Agreement Between The City of Hurst and Contractor and all Contract Documents identified therein, attached hereto as **Exhibit “B”** and incorporated for reference for all purposes herein as incorporated into this Contract, the designations “Andale” and “Hurst” shall mean “Holbrook” and “Hondo,” and any designation of “Tarrant County” shall mean “Medina County” subject to the following Special Terms and Conditions for Hondo which shall control and replace conflicting pricing, locations and terms therein:

a. DELIVERY LOCATION

The City of Hondo has identified various locations within the City of Hondo identified in **Exhibit “A-1”** which is attached hereto and incorporated by reference for all purposes herein.

b. SPECIAL HONDO TERMS AND CONDITIONS

The parties have agreed to the pricing and special terms and conditions indicated in **Exhibit “A-2”** which is attached hereto and incorporated by reference for all purposes herein.

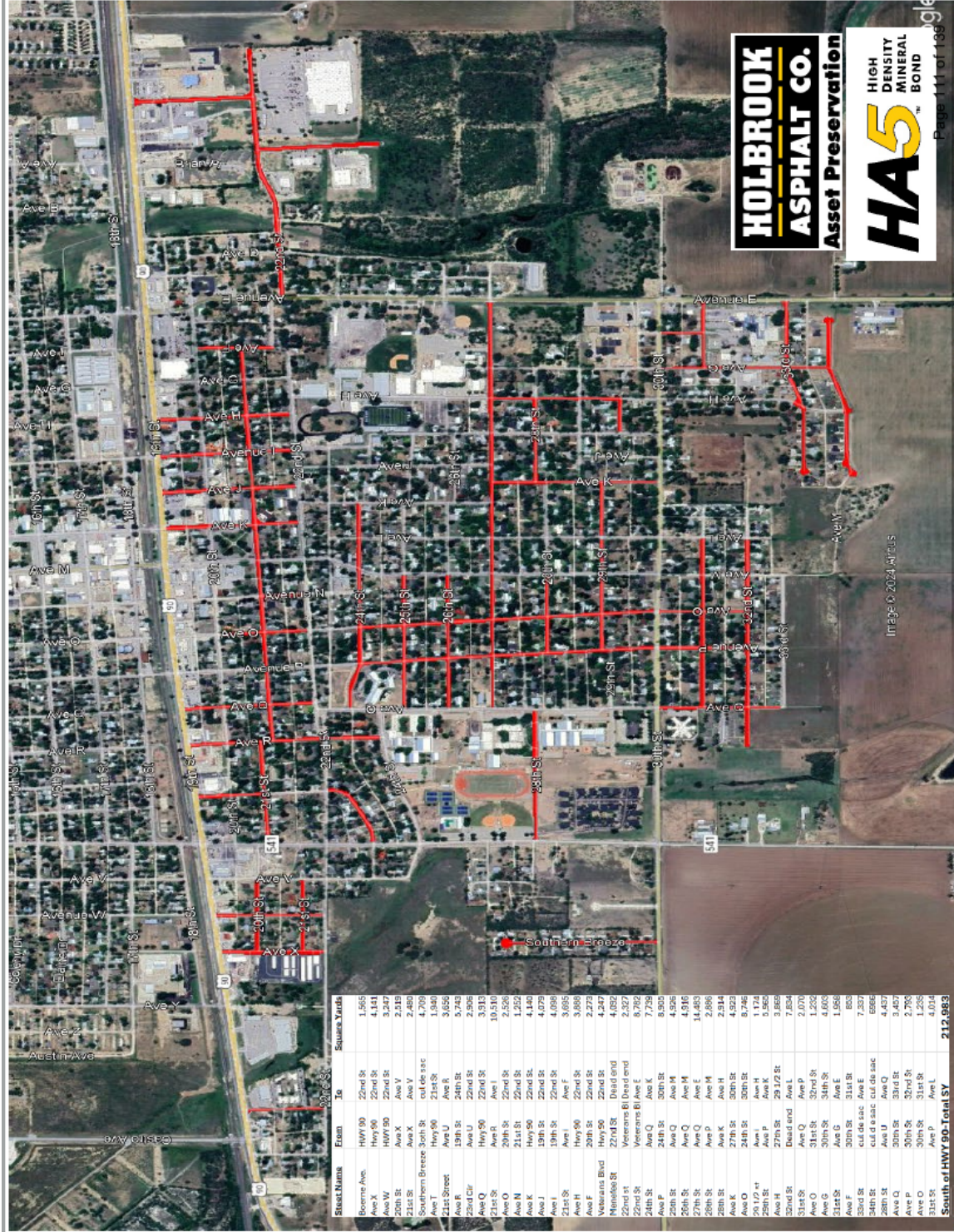
c. MISCELLANEOUS:

- No maintenance bond or bid bond shall be required.
- Payment and Performance Bonds shall be in favor of City of Hondo.
- Pursuant to Chapter 2258, Texas Government Code, CONTRACTOR shall comply with the minimum General Prevailing Wage Rate of per diem wages for work of similar character in Medina County, Texas, for each type of laborer, workman or mechanic needed to implement the Contract at the Project Site, and not less than the general prevailing rate per diem wages for legal holiday and overtime Work. The Schedule of General Prevailing Wage Rates specifically adopted by the OWNER for this Project, and other important Wage and Labor Standard Provisions are included in these Contract Documents attached as Exhibit “B”. City of Hondo hereby designates wage determination: Davis-Bacon Act WD #: TX20240007 published January 4, 2024 and incorporates it by reference to this Contract as if attached hereto in its entirety.

EXHIBIT A-1

Streets and Boundaries

The City reserves the right to adjust or add locations of the services to be provided herein without any increase to the Contract price unless the adjusted or additional locations increase the total square yardage that will exceed the Contract price, which will then require compliance with Section 2 of the Contract



City of Hondo – North of Hwy 90

Street Name	From	To	Square Yards
14th St	Spatz	Hwy 90	15,004
Ave U	Ave Y	Ave M	15,672
Colony Dr	14th St	15th St	1,351
Ave Y	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

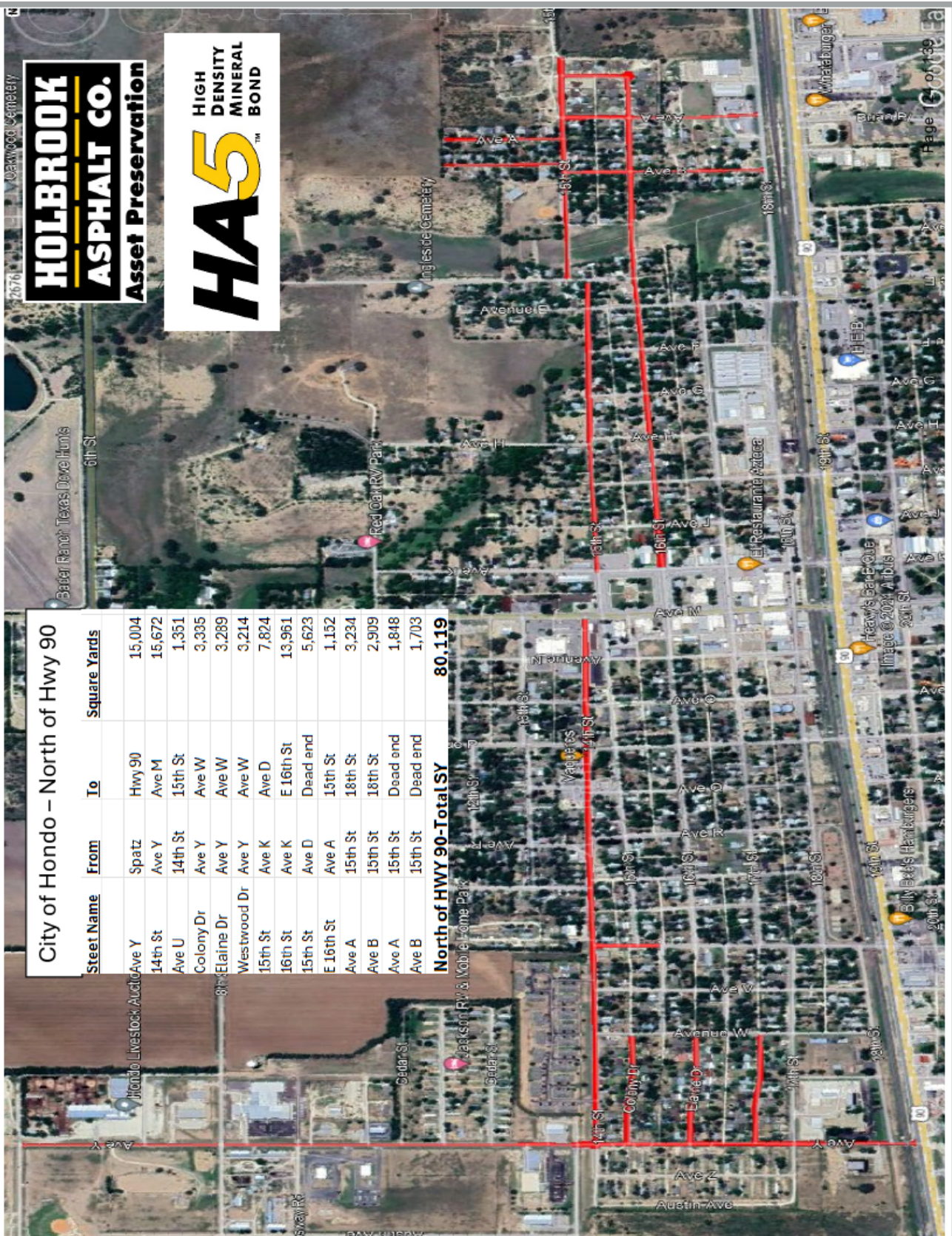


EXHIBIT A-2

Hondo Pricing

(Additional pages of proposal, included Holbrook terms and conditions intentionally excluded)



Proposal

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

HAS 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

HAS

Clean & prepare surface using high pressure air & wire bristle brooms. Install "HAS" High Density Mineral Bond advanced performance pavement preservation treatment. No guarantee surface treatments will adhere to areas saturated with motor oil. HAS meets demands of High Density Mineral Bond Specification established by agency engineers.

293,102 SqYd 4.10 1,201,718.20

Traffic Control

HAS 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.

LS 57,812.26

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)

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 HAS 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.

HAUB14967

Page 108 of 139



Proposal

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

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
City will help contractor construct, maintain, and dispose of a wash out pit, provide a staging yard for HAS 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

Please sign for proposal acceptance: Do not sign this page, see final page for signing

HAUB14967

Page 109 of 139

EXHIBIT "B"

City of Hurst Invitation to Bid/Proposal (including any addenda issued)



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. **QUALITY 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.
- Foreman 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 Viability	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.

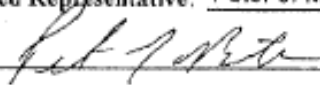
As Primary Supplier

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; ☒ 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 (I) – (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)

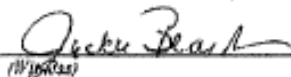
High Density Mineral Bond Seal Service; Bid Reference Number: 24-004

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

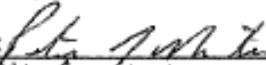

(Witness)


(Witness)

Andale Construction Inc.

(Principal)

(Seal)

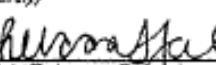
By: 

(Title) President

Old Republic Surety Company

(Surety)

(Seal)

By: 

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

Surety Phone No. 262-797-2640

9-0054/AS 8/10



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. FLAMGAN, PATRICK T. PRIBYL, EVAN D. SZEMORE, CHARISSA D. LECUYER, REBECCA S. LEAL, TAHITIA M. FRY, C. STEPHENS GRIGGS, VERONICA LAWYER, 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 after 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.

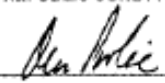
RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company, and such 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



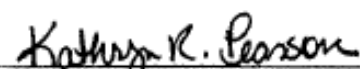
OLD REPUBLIC SURETY COMPANY


President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 7th day of October 2022, personally came before me, Alan Pavlic and Karen J. Hafner, 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)

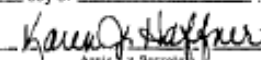
CERTIFICATE

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 further, 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 27th day of February 2024


Assistant Secretary

ORSC 22962 (3-08)

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 concierne 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 kcsu@lockton.com	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No.): E-MAIL: ADDRESS:
INSURED	ANDALE READY MIX CENTRAL, INC. ANDALE CONSTRUCTION, INC. 3170 N. OHIO WICHITA KS 67219	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: The Cincinnati Insurance Company 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 LTA	TYPE OF INSURANCE	ADDL INSR	INSR LTA	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GENERAL AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER	Y	Y	GL00183143-07	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Excludes contract) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPOP AGG \$ 4,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	BA00183144-07	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Excludes contract) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per person) \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ 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	N/A	WC0183142-07	10/1/2023	10/1/2024	☒ PER STATUTE ☐ OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL 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: SUB NUMBER: 34-004 - 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

ACORD 25 (2016/03)

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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:

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)

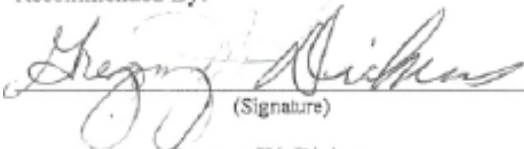
By: 

Peter J. Molitor
(Print Name)

President
(Print Title)

Seal (If Corporation)

Recommended By:


(Signature)
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**

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.

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

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

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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 charges 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.

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During Work

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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

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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.

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- 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:


(Signature)

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



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.

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PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: _____ PHONE (AC, No, Ext): _____ FAX (AC, No): _____ E-MAIL ADDRESS: _____
INSURED 1401588 ANDALE READY MIX CENTRAL, INC. ANDALE CONSTRUCTION, INC. 3170 N. OHIO WICHITA KS 67219	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company NAIC # 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 BSRD	INSR WYS	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 ☐ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	Y	Y	BXS0665313	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/OWNER EXCLUDED (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC0183142-07	10/1/2023	10/1/2024	☒ PER STATUTE ☐ OTHER 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)
REL BID NUMBER: 24-004 - HIGH DENSITY MINERAL BOND SEAL SERVICE, CITY OF HURST AND ITS OFFICER, EMPLOYERS, 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

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ACORD 25 (2016/03)

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EXHIBIT "C"

First Amendment to the Standard Form of Agreement Between City of Hurst and Contractor

FIRST AMENDMENT TO STANDARD FORM OF AGREEMENT BETWEEN CITY OF HURST AND CONTRACTOR

This FIRST AMENDMENT TO STANDARD FORM OF AGREEMENT BETWEEN CITY OF HURST AND CONTRACTOR (this "Amendment") is entered into as of this ____ day of May, 2022, and made between the City of Hurst ("OWNER"), a municipal corporation located in Tarrant County, Texas, and Andale Construction, Inc. ("CONTRACTOR").

WHEREAS, OWNER and CONTRACTOR entered into an Agreement identified as STANDARD FORM OF AGREEMENT BETWEEN THE CITY OF HURST AND CONTRACTOR, which was effective May 15, 2019 and which was for work related to Hurst Bid Reference Number 19-007 for High Density Mineral Bond Seal (the "Agreement"); and

WHEREAS, it is the collective desire of both OWNER and CONTRACTOR to amend the Agreement to add a provision that authorizes the addition of a CO-CONTRACTOR; and

NOW THEREFORE, KNOWN ALL BY THESE PRESENT, for good and valuable consideration, the receipt and sufficiency of which are hereby confirmed, OWNER and CONTRACTOR, acting herein by and through their duly authorized representatives, enter into this Amendment, which amends the Agreement as follows:

1.

The Agreement is hereby amended by amending *Standard Form of Agreement between the City of Hurst and Contractor* "Article 6. MISCELLANEOUS" by adding subsection 6.1.1, which shall read as follows:

"6.1.1 CO-CONTRACTOR:

Assignment of CO-CONTRACTOR

Through a written agreement of all parties, CONTRACTOR may assign its rights, interests, and obligations under the Contract Documents to a CO-CONTRACTOR while CONTRACTOR also retains its rights, interests, and obligations contained in the Contract Documents. CONTRACTOR may only assign a CO-CONTRACTOR that is authorized by the product manufacturer to perform the work specified in the Contract Documents.

CO-CONTRACTOR Contract Documents

Prior to the approval of an assignment agreement under this section, the CO-CONTRACTOR shall furnish the applicable contract documents identified in Article 7. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH DOCUMENTS HAVE BEEN DELIVERED TO THE CITY.

CO-CONTRACTOR terms

In the event a CO-CONTRACTOR is duly assigned pursuant to this section, the term CONTRACTOR in the Contract Documents shall mean both CONTRACTOR and CO-CONTRACTOR. The OWNER, CONTRACTOR, and CO-CONTRACTOR will make best efforts to develop procedures for the delegation of individual projects.

2.

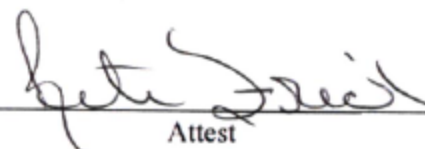
All other terms, provisions, conditions, covenants and recitals of the Agreement not expressly amended herein shall remain in full force and effect.

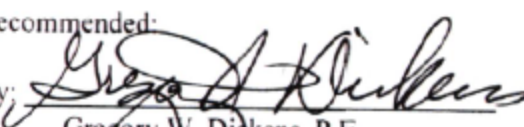
[Signature Page Follows]

EXECUTED IN MULTIPLE ORIGINALS on this the 23rd day of June, 2022.

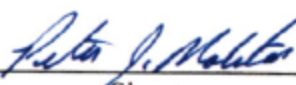
CITY OF HURST
1505 Precinct Line Rd
Hurst, Texas 76054

By: 
Signature
Clay Caruthers, City Manager
Print Name and Title


Attest

Recommended:
By: 
Gregory W. Dickens, P.E.
Executive Director of Public Works

CONTRACTOR
ANDALE CONSTRUCTION, INC

By: 
Signature

Peter J. Molitor - President
Print Name and Title


Attest

3170 N. Ohio St
Street Address

Wichita, KS 67219
City, State & Zip

316-832-0063
Phone Number

Seal (if Corporation)

Approved as to Form and Legality this 6th day
of July, 2022.


City Attorney

EXHIBIT "D"

Assignment and Assumption of Contract

ASSIGNMENT AND ASSUMPTION OF CONTRACT

This Assignment and Assumption of Contract (the "Agreement") is entered into by and between THE CITY OF HURST ("Owner"), ANDALE CONSTRUCTION, INC. ("Contractor"), and HOLBROOK ASPHAL COMPANT, ("Co-Contractor").

WITNESSETH

WHEREAS, Contractor presently is the party identified as the Contractor and/or Bidder for Owner's High Density Mineral Bond Seal program identifies in Bid #24-004 ("Project") by virtue of the bid documents submitted to Owner by Contractor, together with all addenda identified therein (hereafter the "Contract").

WHEREAS, Contractor desires to assign and convey to Co-Contractor all of its rights, titles, obligations, and interest in and to the Contract, while CONTRACTOR also retains its rights, titles, obligations, and interests contained in the Contract Documents.

NOW, THEREFORE, in accordance with the Contract and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed between the parties as follows:

1. Pursuant to Paragraph 6.1.1 of the *Standard Form of Agreement between the City of Hurst and Contractor* in the Contract, Contractor hereby assigns to Co-Contractor all of Contractor's rights, titles, obligations, and interest in and to the Contract. In making such assignment, CONTRACTOR also retains its rights, titles, obligations, and interests contained in the Contract Documents.
2. Co-Contractor hereby (a) accepts such assignment; and (b) assumes and agrees to perform as a direct obligation to Owner, all of the obligations of Bidder and Contractor under the Contract for those projects delegated to Co-Contractor.
3. Co-Contractor represents and warrants that is authorized by the product manufacturer to perform the work specified in the Contract Documents.
4. Owner, Contractor, and Co-Contractor agree to make the best efforts to develop procedures for the delegation of individual projects under the Contract.
5. Contractor is not released and discharged from any current obligations and liabilities under the Contract arising before the date hereof.
6. Prior to the approval of this Agreement, CO-CONTRACTOR shall furnish the applicable contract documents identified in Article 7 of the Contract. OWNER SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH DOCUMENTS HAVE BEEN DELIVERED TO THE CITY

7. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
8. This Agreement may be executed in any number of counterparts, each of which may be deemed an original but all of which together shall constitute one and the same instrument.
9. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.
10. Notwithstanding anything contained herein or in the Contract or any other agreement(s) between the Parties, CO-CONTRACTOR is not responsible or liable in any manner or form for any work performed by CONTRACTOR, either prior to or after the date of this Agreement.

[Signature Page Follows]

EXECUTED by Contractor this 28 day of April, 2024.

CONTRACTOR:

Andale Construction, Inc.

By Peter J. Molitor
Printed Name Peter J. Molitor
Title President

EXECUTED by Contractor this 22nd day of April, 2024.

CO-CONTRACTOR:

Holbrook

By Mark Beatty
Printed Name MARK BEATTY
Title SR VP

EXECUTED by Contractor this ____ day of _____, 20__.

OWNER:

CITY OF HURST

By Clay Caruthers
Printed Name Clay Caruthers
Title City Manager

CITY ATTORNEY
APPROVED TO FORM

By MAR
Printed Name _____
Title _____

EXHIBIT "E"

Performance and Payment Bonds

Bond # 54-255733

PERFORMANCE BOND

STATE OF TEXAS
COUNTY OF MEDINA

KNOW ALL MEN BY THESE PRESENTS: That Holbrook Asphalt, LLC. (Contractor) of the City of Saint George, County of Washington, and State of Texas, as Principal, and United Fire and Casualty Company PO Box 118 Second Ave SE Cedar Rapids, IA 52407 authorized under the Laws of the State of Texas to act as surety on bonds for principals, as Surety, are held and firmly bound unto City of Hondo (Owner), in the penal sum of One million two hundred ninety one thousand three hundred twenty five dollars and forty six cents Dollars (\$ 1,291,325.46) 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 22nd day of May, 2024, for construction of: High Mineral Bond Treatment HA5-Pavement Preservation (the "Contract"), 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 CONDITION 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 performed, within the time provided therein and any extensions thereof that may be granted by the Owner, and during the life of any guarantees or warranties contained in or required under said Contract, and shall also well and truly perform all the undertakings, covenants, terms, conditions and agreements of any and all modifications of said Contract that may hereafter be made, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions of said statute to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to work performed thereunder, or the plans, specifications, or drawings, 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 the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on the 23rd day of May, 2024.

Holbrook Asphalt
Principal
BY: [Signature]
TITLE: SEVP
ADDRESS:
1545 E Commerce Dr
St. George, UT 84790



United Fire and Casualty Company
PO Box 118 Second Ave SE
Cedar Rapids, IA 52407
Surety
BY: [Signature]
TITLE: Steven Burgess-Attorney In Fact
PHYSICAL ADDRESS:
107 S 1470 E Saint George, UT 84790
MAILING ADDRESS FOR NOTICE OF CLAIMS:
PO Box 118 Second Ave SE Cedar Rapids, IA 52407
TELEPHONE: 800-343-9131
LOCAL RECORDING AGENT
PERSONAL IDENTIFICATION NUMBER:



The name and address of the Resident Agent of Surety is:
Nicholas Ence 107 S 1470 E Saint George, UT 84790

STATUTORY PAYMENT BOND

STATE OF TEXAS
COUNTY OF MEDINA

KNOW ALL MEN BY THESE PRESENTS: That Holbrook Asphalt, LLC. Contractor) of the City of Saint George, County of Washington, and State of Texas, as Principal, and United Fire and Casualty Company PO Box 118 Second Ave SE Cedar Rapids, IA 52407 authorized under the Laws of the State of Texas to act as surety on bonds for principals, as Surety, are held and firmly bound unto City of Hondo (Owner), in the penal sum of One million two hundred ninety one thousand three hundred twenty five dollars and forty six cents Dollars (\$ 1,291,325.46) 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 22nd day of May, 2024, for construction of: High Mineral Bond Treatment HA5-Pavement Preservation (the "Contract"), which Contract is hereby referred to and make 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 Sub-Contractor 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 is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions of said statute to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to work performed thereunder, or the plans, specifications, or drawings, 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 the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on the 23rd day of May, 2024.

HOLBROOK ASPHALT
Principal

BY: [Signature]
TITLE: SLVP

ADDRESS:
1545 E COMMERCE DR
ST. GEORGE, UT 84790

United Fire and Casualty Company
PO Box 118 Second Ave SE
Cedar Rapids, IA 52407

Surety
BY: [Signature]
TITLE: Steven Burgess-Attorney In Fact



PHYSICAL ADDRESS:
107 S 1470 E Saint George, UT 84790

MAILING ADDRESS FOR NOTICE OF CLAIM:
PO Box 118 Second Ave SE Cedar Rapids, IA 52407

TELEPHONE: 800-343-9131

LOCAL RECORDING AGENT
PERSONAL IDENTIFICATION NUMBER:

The name and address of the Resident Agent of Surety is:
Nicholas Ence 107 S 1470 E Saint George, UT 84790



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company - See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JOHN LEXINGTON ENCE, NICK ENCE, VICKIE BOHRER, STEVEN BURGESS, SHAUNA HAFEN, JACIE SMITH, TAMIE GRIFFITHS, LIA DRESSLER, BRITTANY DAVIS, TIERRA SHORT, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$10,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 17th day of August, 2024 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

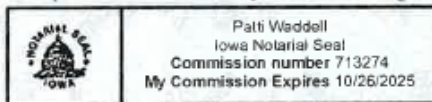
IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 17th day of August, 2022

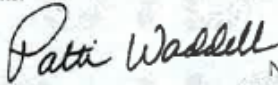
UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: 
Vice President

State of Iowa, County of Linn, ss:

On 17th day of August, 2022, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

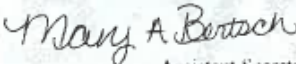



Notary Public
My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
this 23 day of May, 2024.



By: 
Assistant Secretary,
UF&C & UF&I & FPIC

BPOA0045 122017

This paper has a colored background and void pantograph.

EXHIBIT "F"

Contractor's Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/22/2024

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 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 Risk Services - Leavitt Insurance Agencies 2190 North Loop West #309 Houston TX 77018		CONTACT NAME: Lorna R. Wilson, CISR PHONE (A/C, No. Ext.): (318) 795-4856 FAX (A/C, No.): (866) 699-9142 E-MAIL ADDRESS: lorna-wilson@leavitt.com															
INSURED Holbrook Asphalt, LLC 1545 E Commerce Dr St. George UT 84790		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Transportation Insurance Company</td> <td>20494</td> </tr> <tr> <td>INSURER B: American Casualty Company of Reading PA</td> <td>20427</td> </tr> <tr> <td>INSURER C: Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER D: Navigators Specialty Insurance Company</td> <td>36056</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Transportation Insurance Company	20494	INSURER B: American Casualty Company of Reading PA	20427	INSURER C: Continental Insurance Company	35289	INSURER D: Navigators Specialty Insurance Company	36056	INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES		CERTIFICATE NUMBER: 24-25		REVISION NUMBER:		
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 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: **See Remarks-PER PROJECT			6078600749	01/05/2024	01/05/2025
						EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PER PROJECT AGGREGATE \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☒ \$100 HA Comp Ded ☒ \$1000 HA Coll Ded			6076203304	01/05/2024	01/05/2025
						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			6076203321	01/05/2024	01/05/2025
						EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	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/A	6078600802	01/05/2024	01/05/2025
						☒ 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
D	POLLUTION LIABILITY - \$10k Ded			CH24ECP205MEA1C	01/05/2024	01/05/2025
A	Contractor Equip-LEASED/RENTED			6076203318	01/05/2024	01/05/2025
						AGGREGATE LIMIT \$2,000,000 MAX LIMIT per Item/ DEDUCTIBLE \$100,000/ \$2,500
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) See remarks and/or attachments for applicable Additional Insured, Primary & Non-contributory and Waiver of Subrogation endorsements.						

CERTIFICATE HOLDER	CANCELLATION
City of Hondo 1600 Avenue M Hondo, TX 78861	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 L Wilson, CISR/LOWILS <i>Lorna R. Wilson</i>

ACORD 25 (2014/01)
INS025 (201401)

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Additional Named Insureds	
Other Named Insureds	
CJD Holdings, LLC	Limited Liability Company, Additional Named Insured
Dynamic Synthesis, LLC	Limited Liability Company, Additional Named Insured
GLM Holdings, LLC	Limited Liability Company, Additional Named Insured
HDMB, LLC	Limited Liability Company, Additional Named Insured
Holbrook Asphalt Arizona, LLC	Limited Liability Company, Additional Named Insured
Holbrook Transport, LLC	Limited Liability Company, Additional Named Insured
Integrated Pavement Solutions LLC	Doing Business As
Integrated Pavement Solutions LLC	Limited Liability Company, Additional Named Insured
IPS Plant Holdings, LLC	Limited Liability Company, Additional Named Insured
J Holbrook Business Development, LLC	Limited Liability Company, Additional Named Insured
MLB Capital Ventures, LLC	Limited Liability Company, Additional Named Insured
Platinum Strategies LLC	Limited Liability Company, Additional Named Insured
Redrock Alliance, LLC	Limited Liability Company, Additional Named Insured
Seminole, LLC	Limited Liability Company, Additional Named Insured
Southwest Real Estate Holdings, LLC	Limited Liability Company, Additional Named Insured
TSH Real Estate Holdings, LLC	Limited Liability Company, Additional Named Insured
Zenix Solutions, LLC	Limited Liability Company, Additional Named Insured
Zensol Holdings, LLC	Limited Liability Company, Additional Named Insured
OFAPPINF (02/2007)	
COPYRIGHT 2007, AMS SERVICES INC	

COMMENTS/REMARKS

General Liability "PER PROJECT" Aggregate Explanation:
The General Aggregate Limit applies SEPARATELY TO EACH OF
YOUR "PROJECTS." Any payments made for Bodily Injury, Property
Damage included in the "products-completed operations hazard"
AND all Medical Expenses will reduce the General Aggregate Limit.

GENERAL LIABILITY:

Blanket Additional Insured Status applies to certificate holder subject to the terms and conditions of attached endorsement # CNA75079xx 03/22.

Blanket Additional Insured status for Completed and Ongoing Operations applies to the certificate holder subject to the terms and conditions of attached endorsement #CNA75079xx 03/22.

Blanket Waiver of Subrogation applies to the certificate holder subject to the terms and conditions of attached endorsement # CNA74705xx 01/15.

Insurance is Primary & Non-Contributory subject to the terms and conditions of attached endorsement # CNA74705xx 01/15.

Per Project General Aggregate Limit applies subject to the terms and conditions of attached endorsement # CNA74705xx 01/15.

Contract Liability coverage applies subject to the terms and conditions of attached endorsement # CNA74705xx 01/15.

Separation of Insureds applies subject to the terms and conditions of attached page 15 of form CG0001 04/13.

30 Day Notice of Cancellation in favor of certificate holder except 10 days for nonpayment of premium when required by written contract subject to the terms and conditions of the attached endorsement # CNA74702xx (1/15).

AUTO LIABILITY:

Blanket Waiver of Subrogation applies to the certificate holder subject to the terms and conditions of attached endorsement # CNA63359xx 04/12.

Blanket Additional Insured Status applies to the certificate holder subject to the terms and conditions of attached endorsement # CNA63359xx 04/12.

Insurance is primary and Non-Contributory subject to the terms and conditions of attached endorsement # CNA63359xx 04/12.

WORKERS COMPENSATION:

Blanket Waiver of Subrogation applies to the certificate holder subject to the terms and conditions of attached endorsement # WC 00 03 13 (04-1984) WC 42 03 04 B (06-2014) or WC 43 03 05 (07-2000).

90 Day Notice of Cancellation in favor of certificate holder except 10 days for nonpayment of premium when required by written contract subject to the terms and conditions of the attached endorsement # CNA87315xx (10-2016).

UMBRELLA and EXCESS LIABILITY:

Excess Liability is a follow form policy that follows the form of the Automobile, General Liability and Employer's Liability evidenced on this certificate.

*** PLEASE REFER TO THE POLICIES FOR ALL TERMS, CONDITIONS, EXCLUSIONS & LIMITATIONS ***

OFREMARK

COPYRIGHT 2000, AMS SERVICES INC.



NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA68021XX (02-2013)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 13; Page: 1 of 1

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6076203304

Policy Effective Date: 01/05/2024

Policy Page: 105 of 440



PARAMOUNT EXCESS AND UMBRELLA LIABILITY POLICY

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

The "Insurer" refers to the insurer providing this insurance as set forth on the Declarations of this Policy. Words and phrases that appear in **bold** have special meaning. Refer to the section entitled **DEFINITIONS**.

I. COVERAGES

A. Coverage A - Excess Follow Form Liability

The Insurer will pay on behalf of the **Insured** those **damages** in excess of the applicable **underlying limits**. Coverage hereunder will attach only after the full amount of the applicable **underlying limits** have been exhausted through payment in legal currency of covered loss under all applicable **underlying insurance** and to which this Coverage A applies.

Coverage A under this Policy will then apply in conformance with the provisions of the applicable **underlying insurance** except for the premium, limits of insurance, deductible, retentions, or any defense obligations and any other terms and conditions specifically set forth in this Policy.

Upon exhaustion of the applicable **underlying limits**, the Insurer shall only pay for **damages** in excess of the applicable **underlying limits**. This Coverage A does not provide coverage for any loss not covered by the applicable **underlying insurance** except and to the extent that such loss is not paid under the applicable **underlying insurance** solely by reason of the exhaustion of the applicable **underlying limits** through payment of loss thereunder.

This Coverage applies:

1. if the applicable **underlying insurance** is on an occurrence basis, then only if that which must take place in the policy period of the **underlying insurance** in order to trigger coverage, takes place during this **policy period**; and
2. if the applicable **underlying insurance** is on a claims made basis, then only if:
 - a. that which must take place in the **underlying insurance** in order to trigger coverage, takes place after the retroactive date and prior to the end of the **policy period**; and
 - b. the **claim** is first made during the **policy period**.

B. Coverage B - Umbrella Liability

The Insurer will pay on behalf of the **Insured** those **damages** in excess of the **retained amount**:

1. that an **Insured** becomes legally obligated to pay because of **bodily injury, property damage or personal and advertising injury**; or
2. because of liability for **bodily injury or property damage** assumed under an **insured contract**, provided the **bodily injury or property damage** occurs subsequent to the execution of such **insured contract**;

and provided that:

- a. the **bodily injury or property damage** occurs during the **policy period**;
- b. the **bodily injury or property damage** is caused by an **occurrence** that takes place in the **coverage territory**;

Form No: CNA75504XX (03-2015)

Policy Page: 1 of 32

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 6076203321

Policy Effective Date: 01/05/2024

Policy Page: 16 of 62



Workers Compensation And Employers Liability Insurance
Policy Endorsement

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas Operations

3. Premium:

The premium charge for this endorsement shall be 2% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Refer to Schedule of Operations

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 42 03 04 B (06-2014)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 36; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,
Chicago, IL 60606

Policy No: WC 6 78600802

Policy Effective Date: 01/05/2024

Policy Page: 109 of 115



POLICY HOLDER NOTICE - NOTICE OF CANCELLATION CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 90 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

Form No: CNA87315XX (10-2016)

Policyholder Notice; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,
Chicago, IL 60606

Policy No: WC 6 78600802

Policy Effective Date: 01/05/2024

Policy Page: 13 of 115

**CNA PARAMOUNT****Changes - Notice of Cancellation or Material
Restriction Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
STOP GAP LIABILITY COVERAGE PART
TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE	
Number of days notice (other than for nonpayment of premium):	030
Number of days notice for nonpayment of premium:	10
Name of person or organization to whom notice will be sent:	PER SCHEDULE ON FILE
Address:	PER SCHEDULE ON FILE PER SCHEDULE ON FILE XX 00000

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the **policy period**, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA74702XX (1-15)
Page 1 of 1
TRANSPORTATION INSURANCE COMPANY
Insured Name: HOLBROOK ASPHALT, LLC

Policy No: 6078600749
Endorsement No: 24
Effective Date: 01/05/2024

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Workers Compensation And Employers Liability Insurance
Policy Endorsement

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 8; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,
Chicago, IL 60606

Policy No: WC 6 78600802

Policy Effective Date: 01/05/2024

Policy Page: 73 of 115

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**CNA PARAMOUNT****Schedule of Forms and Endorsements**

Policy Number: 6078600749

I. CNA PARAMOUNT**A. Policyholder Notices**

Endm't Number	Form Title	Form Number	Form Edition
	Policyholder Notice - Fraud Notification	CNA104750XX	06-23
	PHN Offer Of Terrorism Cov-Conf Of Reject Of Cov	CNA62821XX	01-21
	PHN - FLORIDA - FIRE COLLEGE TRUST FUND SURCHARGE	CNA62826FL	09-12
	Policy Holder Notice - Countrywide	CNA74722XX	01-15
1	Policy Holder Notice - Countrywide	CNA75014XX	01-15
	Policy Holder Notice - Countrywide - Premium Basis Used on Liability Schedules	CNA75144XX	04-15
	Policy Holder Notice - Countrywide - Contractors' General Liability Extension Endorsement	CNA82876XX	07-15
	Policy Holder Notice - Countrywide	CNA89319XX	06-17

B. Policy Terms & Conditions

	Policy Declarations	CNA62639XX	09-12
	Schedule of Forms and Endorsements	CNA62640XX	09-12
	Common Terms and Conditions	CNA62642XX	10-15

II. POLICY COVERAGE PARTS**F. General Liability**

	General Liability Coverage Part Declarations	CNA74694XX	01-15
	Additional Declarations - General Liability Schedule of Locations and Coverages	CNA75126XX	01-15
	Commercial General Liability Coverage Part	CG0001	04-13
2	Contractors' General Liability Extension Endorsement	CNA74705XX	01-15
3	Additional Coverage Limited Pollution Liability Coverage - Worksites Endorsement	CNA74844XX	04-15

**CNA PARAMOUNT****Schedule of Forms and Endorsements**

Policy Number: 6078600749

Endm't Number	Form Title	Form Number	Form Edition
4	Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization Endorsement	CG 20 10	07-04
5	Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement	CNA75079XX	03-22
6	Pollution Exclusion Amendatory Endorsement	CNA74843XX	01-15
7	Silica Exclusion Endorsement	CNA74687XX	01-15
8	Fungi / Mold / Mildew / Yeast / Microbe Exclusion Endorsement	CNA74708XX	01-15
9	Respirable Dust Exclusion Endorsement	CNA74712XX	01-15
10	Employment-Related Practices Exclusion Endorsement	CNA74761XX	01-15
11	Contractors - Professional Liability Exclusion Endorsement	CNA74801XX	01-15
12	Construction Wrap-Up Program Exclusion Endorsement	CNA74863XX	01-15
13	Exterior Finish System Products/Completed Operations Property Damage Exclusion Endorsement	CNA74892XX	01-15
14	Residential Construction Defect Products/Completed Operations Limited Exclusion - Land Improvement Contractors Endorsement	CNA74894XX	01-15
15	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - with Limited Bodily Injury Exception Endorsement	CNA75089XX	01-15

G. Employee Benefits Liability

	Employee Benefits Liability Coverage Part Declarations	CNA74693XX	01-15
	Additional Declarations - Employee Benefits Liability Schedule of Locations and Coverages	CNA75133XX	01-15

**CNA PARAMOUNT****Schedule of Forms and Endorsements**

Policy Number: 6078600749

Endm't Number	Form Title	Form Number	Form Edition
	Employee Benefits Liability Coverage Part - Occurrence	CNA74721XX	01-15
16	Employee Benefits Liability - Amended Definition of Executive Officer Endorsement	CNA86269XX	10-16

III. POLICY ENDORSEMENTS			
17	Amendment to Policy Declarations- Named Insured Endorsement	CNA62700XX	09-12
18	Broad Named Insured Endorsement	CNA75108XX	01-15
19	Bridge Endorsement	CNA62646XX	01-15
20	Cancellation / Non-Renewal - Utah	CNA62814UT	01-21
21	Changes - Notice of Cancellation or Material Restriction Endorsement	CNA74702XX	01-15
22	Changes - Notice of Cancellation or Material Restriction Endorsement	CNA74702XX	01-15
23	Changes - Notice of Cancellation or Material Restriction Endorsement	CNA74702XX	01-15
24	Changes - Notice of Cancellation or Material Restriction Endorsement	CNA74702XX	01-15
25	Changes - Notice of Cancellation or Material Restriction Endorsement	CNA74702XX	01-15
26	Calculation of Premium Endorsement	CNA74726XX	01-15
27	Asbestos Exclusion Endorsement	CNA74719XX	01-15
28	Nuclear Energy Liability Exclusion Endorsement (Broad Form)	CNA74727XX	01-15
29	Exclusion of Certified Acts of Terrorism Endorsement	CNA74926XX	02-15



**CNA PARAMOUNT****Contractors' General Liability Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

TABLE OF CONTENTS

1. Additional Insureds
2. Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance
3. Bodily Injury – Expanded Definition
4. Broad Knowledge of Occurrence/ Notice of Occurrence
5. Broad Named Insured
6. Broadened Liability Coverage For Damage To Your Product And Your Work
7. Contractual Liability - Railroads
8. Electronic Data Liability
9. Estates, Legal Representatives and Spouses
10. Expected Or Intended Injury – Exception for Reasonable Force
11. General Aggregate Limits of Insurance – Per Project
12. In Rem Actions
13. Incidental Health Care Malpractice Coverage
14. Joint Ventures/Partnership/Limited Liability Companies
15. Legal Liability – Damage To Premises / Alienated Premises / Property In The Named Insured's Care, Custody or Control
16. Liquor Liability
17. Medical Payments
18. Non-owned Aircraft Coverage
19. Non-owned Watercraft
20. Personal And Advertising Injury – Discrimination or Humiliation
21. Personal And Advertising Injury - Contractual Liability
22. Property Damage - Elevators
23. Supplementary Payments
24. Unintentional Failure To Disclose Hazards
25. Waiver of Subrogation – Blanket
26. Wrap-Up Extension: OCIP CCIP, or Consolidated (Wrap-Up) Insurance Programs

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CNA74705XX (1-15)

Page 1 of 17

TRANSPORTATION INSURANCE COMPANY

Insured Name: HOLBROOK ASPHALT, LLC

Policy No: 6078600749

Endorsement No: 2

Effective Date: 01/05/2024

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Contractors' General Liability Extension Endorsement

1. ADDITIONAL INSURED

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs A. through H. below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through H. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

CNA74705XX (1-15)

Page 2 of 17

TRANSPORTATION INSURANCE COMPANY

Insured Name: HOLBROOK ASPHALT, LLC

Policy No: 6078600749

Endorsement No: 2

Effective Date: 01/05/2024

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**Contractors' General Liability Extension Endorsement**

coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:

CNA74705XX (1-15)

Page 3 of 17

TRANSPORTATION INSURANCE COMPANY

Insured Name: HOLBROOK ASPHALT, LLC

Policy No: 6078600749

Endorsement No: 2

Effective Date: 01/05/2024

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**Contractors' General Liability Extension Endorsement**

- a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,
in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:
- a. on the effective date of this **Coverage Part**; or

CNA74705XX (1-15)

Page 4 of 17

TRANSPORTATION INSURANCE COMPANY

Insured Name: HOLBROOK ASPHALT, LLC

Policy No: 6078600749

Endorsement No: 2

Effective Date: 01/05/2024

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Contractors' General Liability Extension Endorsement

- b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury or property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. **BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK**

- A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions k. and l. and replace them with the following:

This insurance does not apply to:

k. **Damage to Your Product**

Property damage to your product arising out of it, or any part of it except when caused by or resulting from:

- (1) fire;
(2) smoke;
(3) collapse; or
(4) explosion.

l. **Damage to Your Work**

Property damage to your work arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

- (1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

CNA74705XX (1-15)

Page 5 of 17

TRANSPORTATION INSURANCE COMPANY

Insured Name: HOLBROOK ASPHALT, LLC

Policy No: 6078600749

Endorsement No: 2

Effective Date: 01/05/2024

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**Contractors' General Liability Extension Endorsement**

(2) If the cause of loss to the damaged work arises as a result of:

- (a) fire;
- (b) smoke;
- (c) collapse; or
- (d) explosion.

B. The following paragraph is added to LIMITS OF INSURANCE:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage** to **your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage** to **your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This Broadened Liability Coverage For Damage To Your Product And Your Work Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

CNA74705XX (1-15)

Page 6 of 17

TRANSPORTATION INSURANCE COMPANY

Insured Name: HOLBROOK ASPHALT, LLC

Policy No: 6078600749

Endorsement No: 2

Effective Date: 01/05/2024

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Contractors' General Liability Extension Endorsement

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion p. **Electronic Data** and replace it with the following:

This insurance does not apply to:

- p. **Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph (1) or (2) above.

- B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

- C. The following definition is added to **DEFINITIONS**:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

- E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for

CNA74705XX (1-15)

Page 7 of 17

TRANSPORTATION INSURANCE COMPANY

Insured Name: HOLBROOK ASPHALT, LLC

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**Contractors' General Liability Extension Endorsement**

claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;

2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

**Contractors' General Liability Extension Endorsement**

- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:

- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

- (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
- (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

- i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

- ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

- iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

CNA74705XX (1-15)

Page 9 of 17

TRANSPORTATION INSURANCE COMPANY

Insured Name: HOLBROOK ASPHALT, LLC

Policy No: 6078600749

Endorsement No: 2

Effective Date: 01/05/2024

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**Contractors' General Liability Extension Endorsement**

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees or volunteer workers** in the rendering of:

- a. **professional health care services** on behalf of the **Named Insured** or
- b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;
- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) **bodily injury** to a co-employee while in the course of the co-employee's employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

**CNA PARAMOUNT****Contractors' General Liability Extension Endorsement**

- (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's** **volunteer workers** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

- (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

- D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. **Excess Insurance**

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury, property damage or personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

CNA74705XX (1-15)

Page 11 of 17

TRANSPORTATION INSURANCE COMPANY

Insured Name: HOLBROOK ASPHALT, LLC

Policy No: 6078600749

Endorsement No: 2

Effective Date: 01/05/2024

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Contractors' General Liability Extension Endorsement

j. Damage to Property

Property damage to:

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.



Contractors' General Liability Extension Endorsement

- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D. Paragraph 6., Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

- E. Paragraph 4.b.(1)(a)(ii) of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

- A. **LIMITS OF INSURANCE** is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1) **\$15,000** unless a different amount is shown here: \$N,NNN,NNN,NNN; or
- (2) the amount shown in the Declarations for Medical Expense Limit.

CNA74705XX (1-15)

Page 13 of 17

TRANSPORTATION INSURANCE COMPANY

Insured Name: HOLBROOK ASPHALT, LLC

Policy No: 6078600749

Endorsement No: 2

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**Contractors' General Liability Extension Endorsement**

B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
- (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

CNA74705XX (1-15)

Page 14 of 17

TRANSPORTATION INSURANCE COMPANY

Insured Name: HOLBROOK ASPHALT, LLC

Policy No: 6078600749

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**Contractors' General Liability Extension Endorsement**

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision 1. **ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph 2.d. is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

CNA74705XX (1-15)

Page 15 of 17

TRANSPORTATION INSURANCE COMPANY

Insured Name: HOLBROOK ASPHALT, LLC

Policy No: 6078600749

Endorsement No: 2

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**Contractors' General Liability Extension Endorsement**

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

**CNA PARAMOUNT****Contractors' General Liability Extension Endorsement**

2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition 4. **Other Insurance** is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA74705XX (1-15)

Page 17 of 17

TRANSPORTATION INSURANCE COMPANY

Insured Name: HOLBROOK ASPHALT, LLC

Policy No: 6078600749

Endorsement No: 2

Effective Date: 01/05/2024

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CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) **Bodily injury or property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 12; Page: 1 of 4

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6076203304

Policy Effective Date: 01/05/2024

Policy Page: 101 of 440

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C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to Section III, Paragraph A.3.:

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

D. Hired "Autos"

The following is added to Section III, Paragraph A.:

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered **auto** you lease, hire, rent or borrow without a driver; and
- b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered **auto**. No deductible applies to **loss** caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.
- e. Such physical damage coverage for hired **autos** will:
 - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per **accident**.

E. Airbag Coverage

The following is added to Section III, Paragraph B.3.:

The accidental discharge of an airbag shall not be considered mechanical breakdown.

Form No: CNA63359XX (04-2012)	Endorsement Expiration Date:	Policy No: BUA 6076203304
Endorsement Effective Date:		Policy Effective Date: 01/05/2024
Endorsement No: 12; Page: 2 of 4		Policy Page: 102 of 440
Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606		

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F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to Section III, Paragraph B.6.:

Subject to the following, the **diminution in value** exclusion does not apply to:

- a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the **auto's** actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to Sections II and III:

- 1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
 - a. An **auto** owned by that "executive officer" or a member of that person's household; or
 - b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
- (2) Excess over any other collectible insurance.

- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to Section IV, Paragraph A.2.a.:

Form No: CNA63359XX (04-2012)	Endorsement Expiration Date:	Policy No: BUA 6076203304
Endorsement Effective Date:		Policy Effective Date: 01/05/2024
Endorsement No: 12; Page: 3 of 4		Policy Page: 103 of 440
Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606		

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- (4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

- (6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement No: 12; Page: 4 of 4

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 6076203304

Policy Effective Date: 01/05/2024

Policy Page: 104 of 440

**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations subject to such **written contract**; or
- B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage; and
- C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1. Coverage broader than what you are required to provide by the **written contract**; or
 - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph I. shall apply solely to the extent permissible by law.

II. If the written contract requires additional insured coverage under the 07-04 edition of **CG2010 or CG2037**, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations subject to such **written contract**; or
- B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage.

III. But if the **written contract** requires:

- A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of **CG2010**, or under the 10-01 edition of **CG2037**; or
- B. Additional insured coverage with "arising out of" language;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

CNA75079XX (3-22)

Page 1 of 3

TRANSPORTATION INSURANCE COMPANY

Insured Name: HOLBROOK ASPHALT, LLC

Policy No: 6078600749

Endorsement No: 5

Effective Date: 01/05/2024

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300000-6007900-0749-1-01



**CNA PARAMOUNT****Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

- IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. Supervisory, inspection, architectural or engineering activities; or
 - B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.
- VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:
- Primary and Noncontributory Insurance**
- With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:
- 1. Primary and non-contributing with other insurance available to the additional insured; or
 - 2. Primary and to not seek contribution from any other insurance available to the additional insured.
- But except as specified above, this insurance will be excess of all other insurance available to the additional insured.
- VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:
- The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:
- Any additional insured pursuant to this endorsement will as soon as practicable:
- 1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
 - 2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
 - 3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.
- The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

CNA75079XX (3-22)
Page 2 of 3
TRANSPORTATION INSURANCE COMPANY
Insured Name: HOLBROOK ASPHALT, LLC

Policy No: 6078600749
Endorsement No: 5
Effective Date: 01/05/2024

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	CNA PARAMOUNT Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement
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VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

- A. Was executed prior to:
 - 1. The **bodily injury** or **property damage**; or
 - 2. The offense that caused the **personal and advertising injury**;
for which the additional insured seeks coverage; and
- B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

3000000-48007090 (07-01)-402



CNA75079XX (3-22)
Page 3 of 3
TRANSPORTATION INSURANCE COMPANY
Insured Name: HOLBROOK ASPHALT, LLC

Policy No: 6078600749
Endorsement No: 5
Effective Date: 01/05/2024

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Workers Compensation And Employers Liability Insurance
Policy Endorsement

UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 43 03 05 (07-2000)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 37; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,
Chicago, IL 60606

Policy No: WC 6 78600802

Policy Effective Date: 01/05/2024

Policy Page: 110 of 115

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City Council Communication

Title: CITY OF HONDO LOCAL DEVELOPMENT SCHEME: ENVISION 2040 (UCHE ECHEOZO)

Date: May 28, 2024

From: Uche Echeozo, Development Services Manager

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. City Council Memo_LDS UCHE

STAFF CONTACTS:

MEMO

To: Mayor and Council

CC: City Manager – John Naron

From: Development Services Director - Uche Echeozo

Date: May 22, 2024

Subject: Request to approve the Local Development Scheme, the project plan that shows the timescales and key milestones for the production of the Hondo Comprehensive Plan – Envision 2040.

Summary: The Development Services Department of the City of Hondo, in union with the Planning and Zoning Commission is carrying out a comprehensive overhaul of the City's Master Plan. A timetable, also known as the Local Development Scheme (LDS) has been created. Consequently, a request is being made to approve the said LDS to ensure proper management of the process and accountability. This LDS forms part of the Comprehensive Plan's suit of documents.

Background: The Development Services Department of the city of Hondo carried out a presentation earlier this year, making a case for the preparation of the City's Comprehensive Plan and explaining the process. To effectively kick off the process, The Planning and Zoning Commission, on Monday May 20, 2024 reviewed the Local Development Scheme (Timetable) and unanimously approved a recommendation to City Council for their final approval. This timetable is an important part of the Comprehensive plan process, which comes in the form of a Local Development Framework, which is a suit of documents that includes the Core Strategy otherwise known as the Local Plan.

Financial Impact: None.

Recommendation: Approve the Local Development Scheme (Timetable) as part of the Comprehensive Plan production process.



City Council Communication

***Title:* PRELIMINARY PLAT REQUEST FROM SYLVESTER & MELISSA GALLARDO**

THE CITY COUNCIL WILL HOLD A PUBLIC HEARING ON A REQUEST FROM SYLVESTER & MELISSA GALLARDO, OWNER/APPLICANT, FOR A PRELIMINARY PLAT ON 20.27 ACRES OF LAND SITUATED WITHIN THE CITY OF HONDO IN MEDINA COUNTY, TEXAS, OUT OF SURVEY NO. 187, ABSTRACT NO. 428, A.GSELL, WITH THE LEGAL DESCRIPTION BEING, A0428 A.GSELL SURVEY 187. THIS PROPERTY IS ALSO KNOWN AS TWIN ESTATES SUBDIVISION.

THE SUBJECT PROPERTY IS LOCATED IN THE 1500 BLOCK OF 11TH STREET AT THE CORNER OF AVENUE P. THE PROPERTY IS GENERALLY LOCATED NORTH OF 11TH STREET AND WEST OF AVENUE P WITHIN THE SHOIN NEIGHBORHOOD AND IS IDENTIFIED AS ASSESSOR'S PARCEL IDENTIFICATION NO. 4571.

Date: May 28, 2024

From:

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. City Council Memo_Twin Estates
2. TWIN ESTATES

STAFF CONTACTS:



City of Hondo
Development Services Department

1600 Avenue M • Hondo, Texas 78861 • (830) 426-3378

MEMO

To: Mayor and Council

CC: City Manager – John Naron

From: Development Services Director - Uche Echeozo

Date: May 22, 2024

Subject: **Sylvester & Melissa Gallardo, Owner/Applicant, requesting to plat a parcel of land and submitting a preliminary plat application on 20.27 Acres of land situated within the City of Hondo in Medina County, Texas, out of Survey No. 187, Abstract No. 428, A. Gsell, with legal description being, A0428 A. Gsell Survey 187 located in 1500 Block of 11th Street at the corner of Avenue P within the Shoin Neighborhood. Parcel ID. 4571. This will be known as TWIN ESTATES SUBDIVISION.**

The Planning and Zoning Commission meeting held as scheduled on Monday the 20th of May 2024 with five members in attendance.

Members deliberated over the issue of granting approval for the preliminary plat of the 20.27 acres land out of survey No. 187, Abstract No. 428, A. Gsell also known as Twin Estates Subdivision. Letters were sent out to neighbors and the City received one comment objecting to the subdivision. Citizens were also in attendance and questions and answers went ‘back and forth’ with concerns that included drainage and increased traffic issues.

Commissioners, after deliberations, voted to approve the recommendation to plat the said property as requested. A recorded vote of all members present was taken and Commissioners Brenda Vavricek, Makenna Lange, Brendon Lowe, and the Chair – Lynda Hook all voted ‘AYE’. Matt Hansen abstained

The meeting was adjourned by about 6.50p.m

Thank you

Uche Echeozo
Development Services Director

Planning and Zoning

Title: Consider a request from Sylvester & Melissa Gallardo, to consider a preliminary plat on 20.27 Acres of land situated within the City of Hondo in Medina County, Texas, out of Survey No. 187, Abstract No. 428, A. Gsell, with legal description being, A0428 A. Gsell Survey 187, located in 1500 Block of 11th Street at the corner of Avenue P within the Shoin Neighborhood. Parcel ID 4571. This is in accordance with City of Hondo Code of Ordinances, Exhibit 9A Unified Development Code, Chapter 3 Development Review Procedures, Section 3.4.1 and particularly Section 3.4.2 (a) which states “All persons, desiring to subdivide a tract of land within the jurisdiction of the UDC shall first prepare and submit to the Development Officer a Preliminary Plat together with supplementary material as specified hereinafter (see Development Guide). No final plat shall be approved until a preliminary plat is approved pursuant to this Section.

Date: May 18, 2024

From: Uche Echeozo, Development Services Director

BACKGROUND:

The City of Hondo received a request from Sylvester & Melissa Gallardo, applicant/owner, to consider a preliminary plat of their property situated at the 1500 Block of 11th Street at the corner of Avenue P in Hondo Texas. The property is generally located North of 11th Street and West of Avenue P within the Shoin Neighborhood and is identified as assessor's parcel identification No. 4571. This property is also known as the **Twin Estates Subdivision**. The said lot is currently zoned R3 – Residential Three District. This submittal has been on-going for a while now and has come before the Commission but there was no record of any decision made hence the need to bring it before the Commission again for their review. The submittal has undergone a lot of amendments based on comments from the City's 3rd party consultants. A copy of the old report is enclosed just for your records. This subdivision is for a Housing Development.

PROPERTY I.D. AND LEGAL DESCRIPTION:

Parcel number: 4571

Legal Description: A0428 A. Gsell Survey 187 and described in the deed recorded in Document No. 2021010434 of the official records of Medina County, Texas.

GENERAL LOCATION:

Generally located on the North side of 11th Street, and West of Avenue P within the Shoin Neighborhood and identified as assessor's parcel identification No. 4571.

FINANCIAL IMPACT:

None.

PRELIMINARY PLAT DESCRIPTION:

Requesting a preliminary plat from the UDC code reference with links provided below

3.4 Plat Review

3.4.2 (a)

All persons desiring to subdivide a tract of land within the jurisdiction of the UDC shall first prepare and submit to the Development Officer a preliminary plat together with supplementary material as specified hereinafter (See Development Guide). No final plat shall be approved until a preliminary plat is approved pursuant to this Section.

DEPARTMENT COMMENTS:

The preliminary plat requirements especially those deficient from the earlier application have been addressed in accordance with the UDC.

Staff Recommendation:

Staff recommends approval for a request from Sylvester & Melissa Gallardo, to consider a preliminary plat on 20.27 Acres of land situated within the City of Hondo in Medina County, Texas, out of Survey No. 187, Abstract No. 428, A. Gsell, with legal description being, A0428 A. Gsell Survey 187, located in 1500 Block of 11th Street at the corner of Avenue P within the Shoin Neighborhood. Parcel ID 4571. This is in accordance with City of Hondo Code of Ordinances, Exhibit 9A Unified Development Code, Chapter 3 Development Review Procedures, Section 3.4.1 and particularly Section 3.4.2 (a) which states "All persons, desiring to subdivide a tract of land within the jurisdiction of the UDC shall first prepare and submit to the Development Officer a Preliminary Plat together with supplementary material as specified hereinafter (see Development Guide). No final plat shall be approved until a preliminary plat is approved pursuant to this Section.

ATTACHMENTS:

Supplemental Information Package

STAFF CONTACT(S):

Uche Echeozo, Development Services Director



PLANNING & ZONING COMMISSION

June 1, 2022

PRELIMINARY PLAT: TWIN ESTATES

Applicant:..... Civil Engineering Consultants, A Division of KCI

Property Owner:..... Sylvester and Melissa Gallardo

Legal Property Description:..... a 20.256 tract of land in the Anton Gsell Survey No. 187, Abstract No. 428, Medina County, Texas, described in the deed recorded in Document No. 2021010434, of the Official Records of Medina County, Texas

Current Zoning:..... Residential Three (R3) District

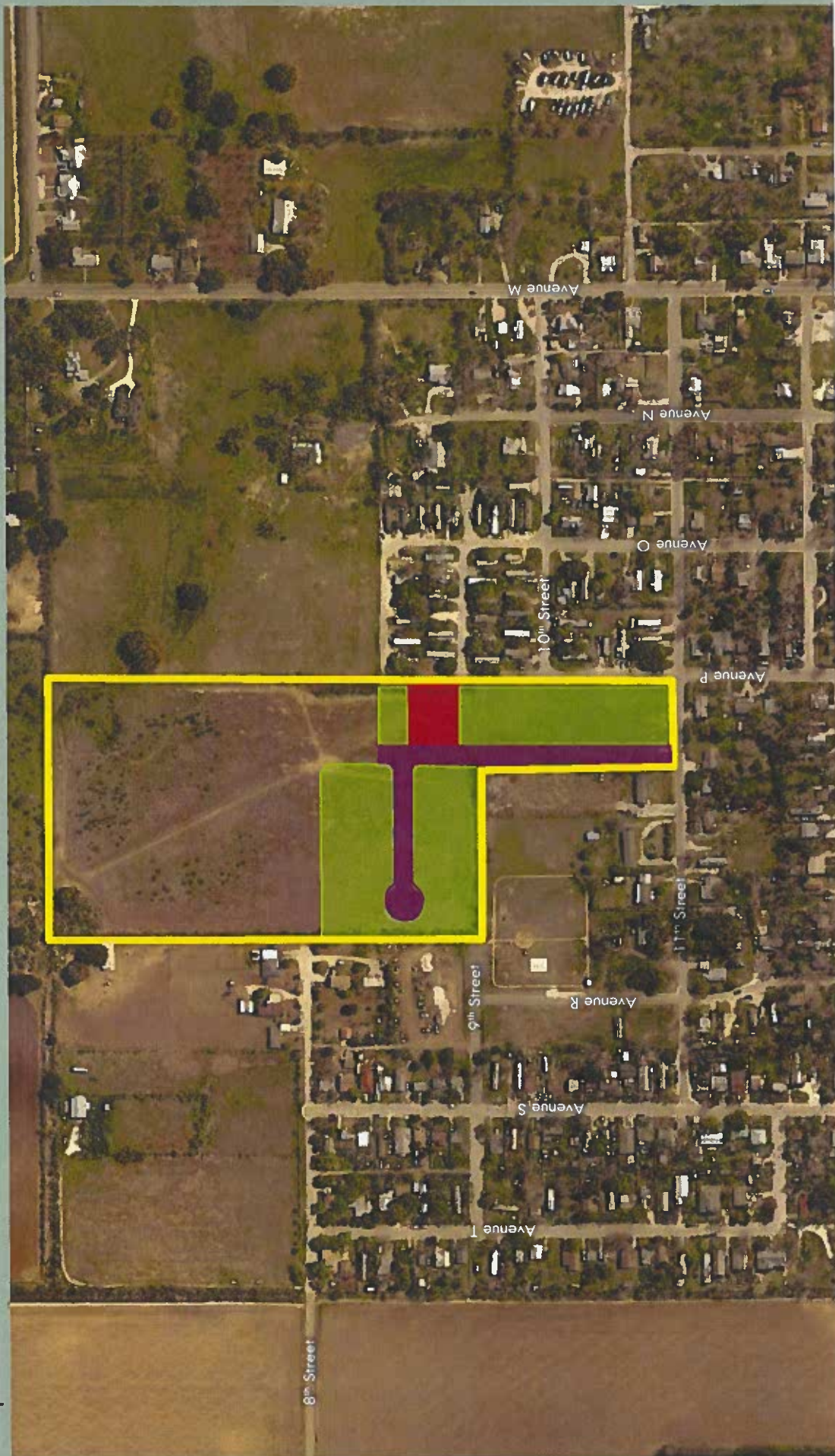
Master Plan – Future Land Use:..... Downtown Transition

Current Use of Property:..... Vacant Property





Proposed



VIEW FROM 11TH STREET



VIEW FROM 8TH STREET



UTILITY SERVICE REVIEW SUMMARY

Additional minor comments contained in Preliminary Plat Review Report

- Conditional Preliminary Utility Serviceability Letter for Water, Wastewater, and Electric dated April 19, 2022.
- Water: The developer's engineer, upon submittal of final infrastructure plans, must confirm fire flow capability and adequate service pressure internal to this development. Water rights must be transferred to serve the proposed development (approx. 14.328 ac.ft.) prior to final plat approval.
- Wastewater: Manhole required at tie in point on 11th Street to be shown on final infrastructure plan.
- Electric: System must be looped and must show details internal to the site on final infrastructure plan.

UTILITY SERVICE REVIEW SUMMARY

Additional minor comments contained in Preliminary Plat Review Report

- **Streets:** Streets review regarding traffic impact, drainage, etc. is deferred to the City Engineer for review.
- **Gas:** Applicant has confirmed that gas infrastructure will not be provided in this subdivision.
- **Communications:** Applicant has confirmed that this development may be provided with communications infrastructure through AT&T. Proposed location of cable and conduit must be shown on the proposed utility assignment detail and included in the Final Infrastructure Plans.

CITY ENGINEER REVIEW SUMMARY

- In accordance with 8.4.1.g, dedication of Right-of-Way for 8th Street must be extended through the parcel to its intersection with existing Avenue P Right-of-Way.
- The dedicated Right-of-Way of Dolores Street should extend to intersect with the Right-of-Way dedication for 8th Street as described in the previous comment.

PARKS AND RECREATION REVIEW SUMMARY

Additional minor comments contained in Preliminary Plat Review Report

- There needs to be more detail of what improvements, if any, are to be proposed for the detention area. The developer also needs to identify who will be maintaining the detention area.
- By what means does the developer propose to provide connectivity between the recreational area [and/or park, open space, detention area] and residents?
- For developments proposing less than 100 residential units, money in lieu of park dedication is required of a developer per UDC, Section 8.5.4.d. The subdivider shall pay a fee equal to five percent (5%) of the total appraised value of the subdivided property, as determined by the Medina County Appraisal District. A note identifying this payment must be placed on the plat, and the payment in lieu of dedication must be made at the time of final plat submittal.
- For the health and welfare of the residents of this proposed development, access to the neighborhood park (Torres Park) can and needs to be achieved.

DEVELOPMENT OFFICER REVIEW SUMMARY

Additional minor comments contained in Preliminary Plat Review Report

- The water system looping north and east of the proposed street infrastructure must be contained within a proposed easement or right-of-way dedication. Staff recommends that the necessary right-of-way extension of 8th Street east-west through the proposed development along with the extension of the proposed north-south Dolores Drive may address this comment. In addition, this solution would provide for appropriate secondary emergency access for the development and would ensure extension of public facilities through the development as required in UDC, Section 8.4.1.g.
- Please clarify whether the detention pond will be under common ownership of the property owners in the proposed subdivision or if that land will be privately owned and maintained by the developer. Please indicate by plat note.

DEVELOPMENT OFFICER REVIEW SUMMARY

Additional minor comments contained in Preliminary Plat Review Report

- Please indicate the Base Flood Elevation Data for the lot within the regulatory floodplain and provide necessary information for processing of a Floodplain Development Permit in accordance with the requirements of City Code Chapter 4, Section 4.06.073.
- Please show confirmation of Avenue P right-of-way extending northward from 10th Street along the eastern edge of this development. If such right-of-way does not extend northward from 10th Street, please provide evidence of any necessary off-site drainage easement required for the discharge of stormwater from the eastern edge of the proposed detention pond.

DEVELOPMENT OFFICER REVIEW SUMMARY

Additional minor comments contained in Preliminary Plat Review Report

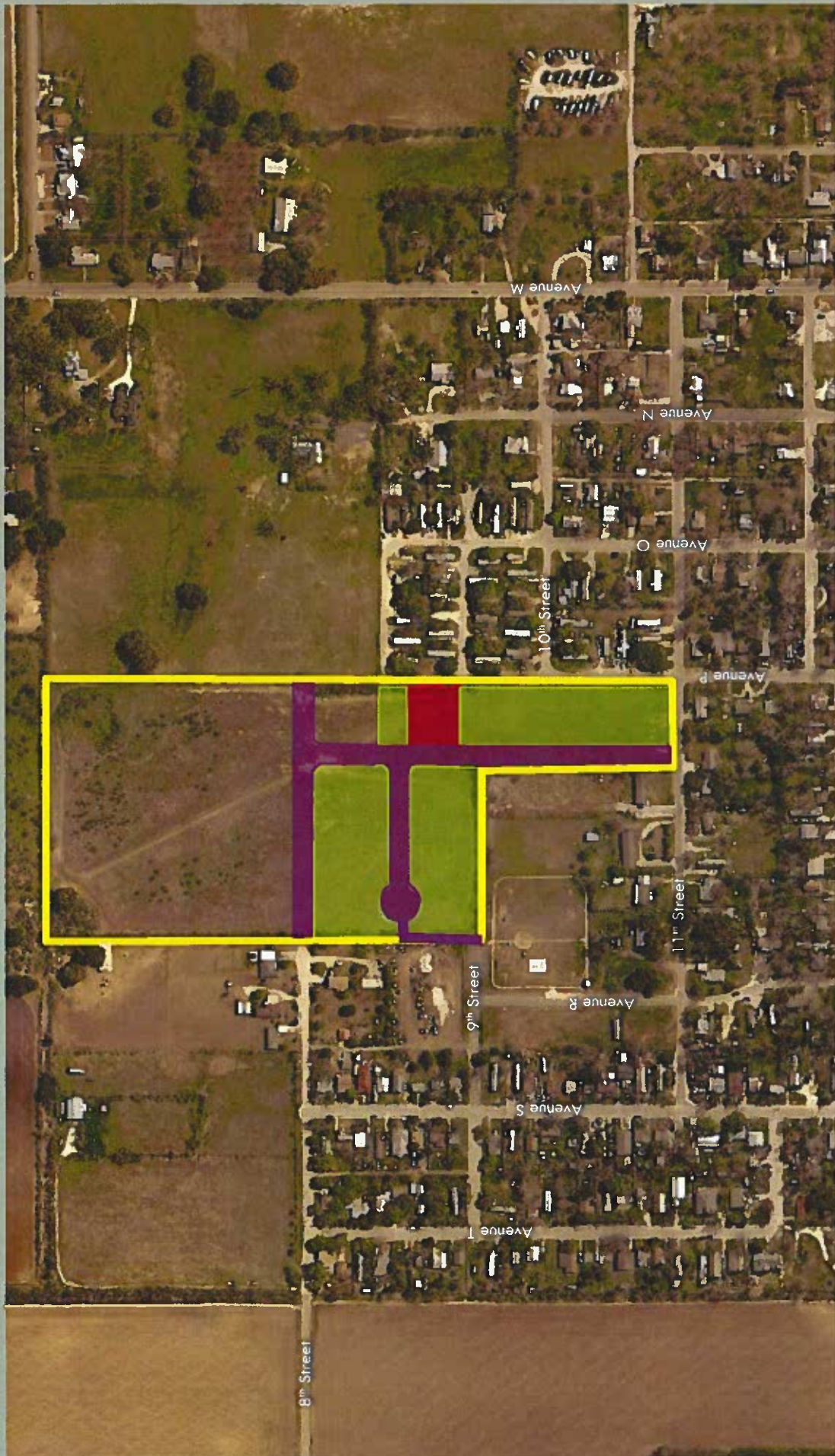
- In accordance with UDC Section 8.4.5.d., “Double frontage and reverse frontage lots should be avoided except where essential to provide separation or residential development from traffic arteries or to overcome specific disadvantages of topography and orientation. A planting screen easement of at least ten feet (10’), and across which there shall be no right of access, shall be provided along the line of lots abutting such a traffic artery or other disadvantageous use.” This shall be identified on the plat for all double frontage lots.
- UDC Section 8.4.1.g. states that, “All public improvements and required easements shall be extended through the parcel on which new development is proposed... to promote the logical extension of public infrastructure.” In order to comply with this UDC section, 8th Street must extend through this development (60-foot right-of-way requirement to account for the collector street requirements found in UDC Section 8.4.9(l)) all the way to the eastern edge of the property to abut the future extension of Avenue P. As this development also abuts 9th Street, staff recommends that 9th Street either extend or that the developer account for accessibility from the proposed development to the existing park to the south.

DEVELOPMENT OFFICER REVIEW SUMMARY

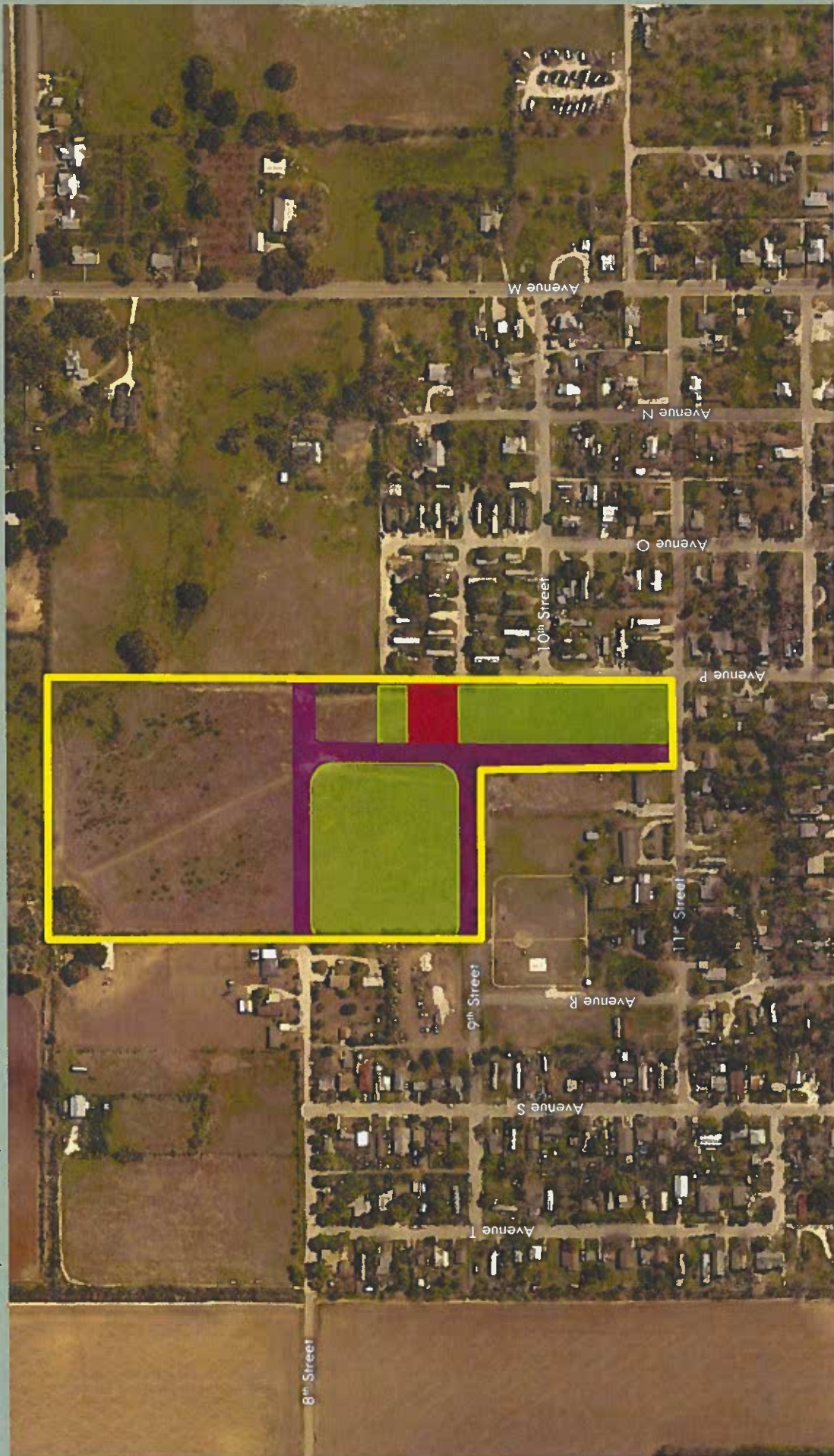
Additional minor comments contained in Preliminary Plat Review Report

- UDC Section 8.4.9(n) requires that "Cul-de-sacs, in general, should not be longer than five hundred feet (500') and shall be provided with a turnaround having an outside roadway diameter of at least eighty feet (80'), and a street property line diameter of at least one hundred feet (100')." Therefore, the cul-de-sac as proposed far exceeds the 500ft requirement as it would be measured from the connection point to 11th Street. In order to remedy this, and provide for logical extension of street infrastructure, 8th Street must be extended as part of this project and connected to the proposed Dolores Street. Then the cul-de-sac may be measured from the connection point to Dolores Street.
- Adequate traffic control devices must be provided upon submittal of the Final Infrastructure Plans to support the additional traffic to be generated by this development.

Recommended (Version 1)



Recommended (Version 2)



STAFF RECOMMENDATION

Staff recommends that Planning and Zoning Commission **either deny** the preliminary plat as submitted due to the deficiencies identified below **or conditionally approve** the Preliminary Plat with the condition that all items noted herein be addressed in the submittal of the Final Plat and Final Infrastructure Plans.



NOTICE OF PUBLIC HEARING

As a property owner, you are hereby notified that a property you own is situated within **200** feet of a property that has been proposed for a **Preliminary Plat**. The City of Hondo will hold the following two (2) public hearings: **Planning and Zoning Commission** on **Monday, May 20, 2024 at 6:00 p.m.**, and **Hondo City Council** on **Tuesday, May 28, 2024 at 6:00 p.m.** Each public hearing will be held at the City Hall Council Chamber, 1600 Ave M, Hondo, Texas. Public hearings are available to all persons regardless of disability. If you require special assistance, please contact the City office at least 48 hours prior to either meeting.

The following case will be heard, and all interested persons will be given an opportunity to speak:

Preliminary Plat: Request from Sylvester & Melissa Gallardo, owner/applicant, for a Preliminary Plat on 20.27 Acres of land situated within the City of Hondo in Medina County, Texas, out of survey No. 187, Abstract No. 428, A. Gsell, with the legal description being, A0428 A. Gsell Survey 187. This property is also known as **Twin Estates Subdivision**.

The subject property is located in the 1500 block of 11th Street at the corner of Avenue P. The property is generally located north of 11th Street and west of Avenue P within the Shoin Neighborhood and is identified as Assessor's Parcel Identification No. 4571.

If you are unable to attend this public hearing but would still like to lend either your support for, or your objection to this request, please complete the response form below and return it to **Rebekah Dolphus at 1600 Ave M, Hondo, Texas 78861**. If you are no longer the owner of the property, please forward this letter to the owner or return it to City Hall. If you have any questions concerning this request, please call 830-426-3378 for more information.

RESPONSE FORM (below this line)

PLEASE CHECK ONE OF THE FOLLOWING:

I Agree _____ - OR - Disagree _____

RE: Preliminary Plat request from Sylvester & Melissa Gallardo on 20.27 Acres know as Twin Estates Subdivision

My reason and/or comments are as follows:

DATE: _____

PRINT NAME: _____ SIGNATURE: _____

ZACHARY R WINDROW
1257 KOLLMAN
HONDO, TX 78861

RICHARD MUNIZ ESTATE
149-23 ELKTON RD
SAN ANTONIO, TX 78232

PETER JP & DEANNA M SCHALK
3302 RAVENS RANCH
SAN ANTONIO, TX 78253

VELINDA PEREZ MCMILLAN
1703 AVENUE O
HONDO, TX 78861

FRANK & MARILYN HELVEY
%PAMELA HELVEY THIGPEN
802 AVENUE N
HONDO, TX 78861

JOEY & JOHNNY FLORES ESTATE
1406 12TH STREET
HONDO, TX 78861

JAVIER & SANDRA DELGADO
346 COUNTY ROAD 653
DEVINE, TX 78016

KENNETH DUREN & SUE ANN
MARTINEZ
1427 WOODMONT WAY
STOCKTON, CA 95209

BRANDIE M VILLARREAL
109 E 16TH STREET
HONDO, TX 78861

BELINDA RESENDEZ
1602 11TH STREET
HONDO, TX 78861

EVA BENITES
1103 AVENUE P
HONDO, TX 78861

JULIO JR & DORA ORANDAY
803 AVENUE S
HONDO, TX 78861

CARLOS JR & DELIA MARTINEZ
1700 8TH STREET
HONDO, TX 78861

ROYA BERYEJI
829 W BROADVIEW DR
SAN ANTONIO, TX 78228

ORALIA MARTINEZ
%MELINDA ANN MARTINEZ
1702 8TH STREET
HONDO, TX 78861

ALFREDO & ELISA DIAZ
14955 142ND ST
BONNER SPRINGS, KS 66012

JOE MANUEL ORTEGA SR
2204 ELAINE DRIVE
HONDO, TX 78861

TIM & IDA MUNIZ
1509 11TH STREET
HONDO, TX 78861

NOTICE OF PUBLIC HEARING

The **Planning and Zoning Commission** of the City of Hondo will hold a public hearing on **Monday, May 20, 2024 at 6:00 p.m.** in the Council Chamber, City Hall, 1600 Avenue M, Hondo, Texas, to discuss and consider the following:

A request from Sylvester & Melissa Gallardo, owner/applicant, for a Preliminary Plat on 20.27 Acres of land situated within the City of Hondo in Medina County, Texas, out of survey No. 187, Abstract No. 428, A. Gsell, with the legal description being, A0428 A. Gsell Survey 187. This property is also known as **Twin Estates Subdivision**.

The subject property is located in the 1500 block of 11th Street at the corner of Avenue P. The property is generally located north of 11th Street and west of Avenue P within the Shoin Neighborhood and is identified as Assessor's Parcel Identification No. 4571.

/s/ Rebekah Dolphus
City Secretary

Publish: May 2, 2024

NOTICE OF PUBLIC HEARING

The **City Council** of the City of Hondo will hold a public hearing on **Tuesday, May 28, 2024 at 6:00 p.m.** in the Council Chamber, City Hall, 1600 Avenue M, Hondo, Texas, to discuss and consider the following:

A request from Sylvester & Melissa Gallardo, owner/applicant, for a Preliminary Plat on 20.27 Acres of land situated within the City of Hondo in Medina County, Texas, out of survey No. 187, Abstract No. 428, A. Gsell, with the legal description being, A0428 A. Gsell Survey 187. This property is also known as **Twin Estates Subdivision**.

The subject property is located in the 1500 block of 11th Street at the corner of Avenue P. The property is generally located north of 11th Street and west of Avenue P within the Shoin Neighborhood and is identified as Assessor's Parcel Identification No. 4571.

/s/ Rebekah Dolphus
City Secretary

Publish: May 9, 2024



City Council Communication

Title: OPEN PUBLIC HEARING

Date: May 28, 2024

From:

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:



City Council Communication

Title: STAFF PRESENTATION (UCHE ECHEOZO)

Date: May 28, 2024

From:

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:



City Council Communication

Title: APPLICANT PRESENTATION

Date: May 28, 2024

From:

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:



City Council Communication

Title: PUBLIC COMMENTS (LIMITED TO 3 MINUTES PER PERSON)

Date: May 28, 2024

From:

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:



City Council Communication

Title: ADJOURN PUBLIC HEARING

Date: May 28, 2024

From:

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:



City Council Communication

Title: DISCUSSION AND POSSIBLE ACTION ON PRELIMINARY PLAT REQUEST

Date: May 28, 2024

From:

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:



City Council Communication

***Title:* FINAL PLAT REQUEST FROM CAPITAL FARM CREDIT**

THE CITY COUNCIL WILL HOLD A PUBLIC HEARING ON A REQUEST FROM CAPITAL FARM CREDIT FOR A FINAL 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 FINAL PLAT IS FOR A PROPOSAL ON CONSTRUCTION OF A NEW LENDING FACILITY AND RELATED PARKING.

Date: May 28, 2024

From:

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. CC MEMO UCHE FINAL JOHN APPROVAL
2. FINAL PLAT PACKET

STAFF CONTACTS:



MEMO

To: City Council

CC: City Manager – John Naron

From: Development Services Director - Uche Echeozo

Date: May 28, 2024

Subject: **Capital Farm Credit, Owner/Applicant, requesting to plat a parcel of land and submitting a final plat application 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 legal description being, A0362 F. Enderle Survey 194 located in 200 Block of Highway 90 within the Shoin Neighborhood. Parcel ID. 71195.**

The Applicant approached the department because they wanted to plat a parcel of land having a size of 3.063 acres. The wish to subdivide the said parcel of land into 2 lots and proposing to eventually construct a new lending facility and related parking on the newly created lots. This application would have merited from an administrative review, however, the land is currently unplatted hence the need for oversight from Planning and Zoning Commission as well as City Council.

Consequently, a final plat application is being submitted for your consideration. A proper review has been carried out by the city staff, together with our consultants who have found the application in good standing. Therefore, it is recommended that you consider the said application and approve same since the eventual use would be in conformity with the zoning ordinance and subdivision regulations of the City of Hondo.

Thank you

Uche Echeozo
Development Services Director

MEMO

To: The Planning and Zoning Commission

CC: City Manager – John Naron

From: Development Services Director - Uche Echeozo

Date: May 28, 2024

Subject: **Capital Farm Credit, Owner/Applicant, requesting to plat a parcel of land and submitting a final plat application 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 legal description being, A0362 F. Enderle Survey 194 located in 200 Block of Highway 90 within the Shoin Neighborhood. Parcel ID. 71195.**

The Applicant approached the department because they wanted to plat a parcel of land having a size of 3.063 acres. The wish to subdivide the said parcel of land into 2 lots and proposing to eventually construct a new lending facility and related parking on the newly created lots. This application would have merited from an administrative review, however, the land is currently unplatted hence the need for oversight from Planning and Zoning Commission as well as City Council.

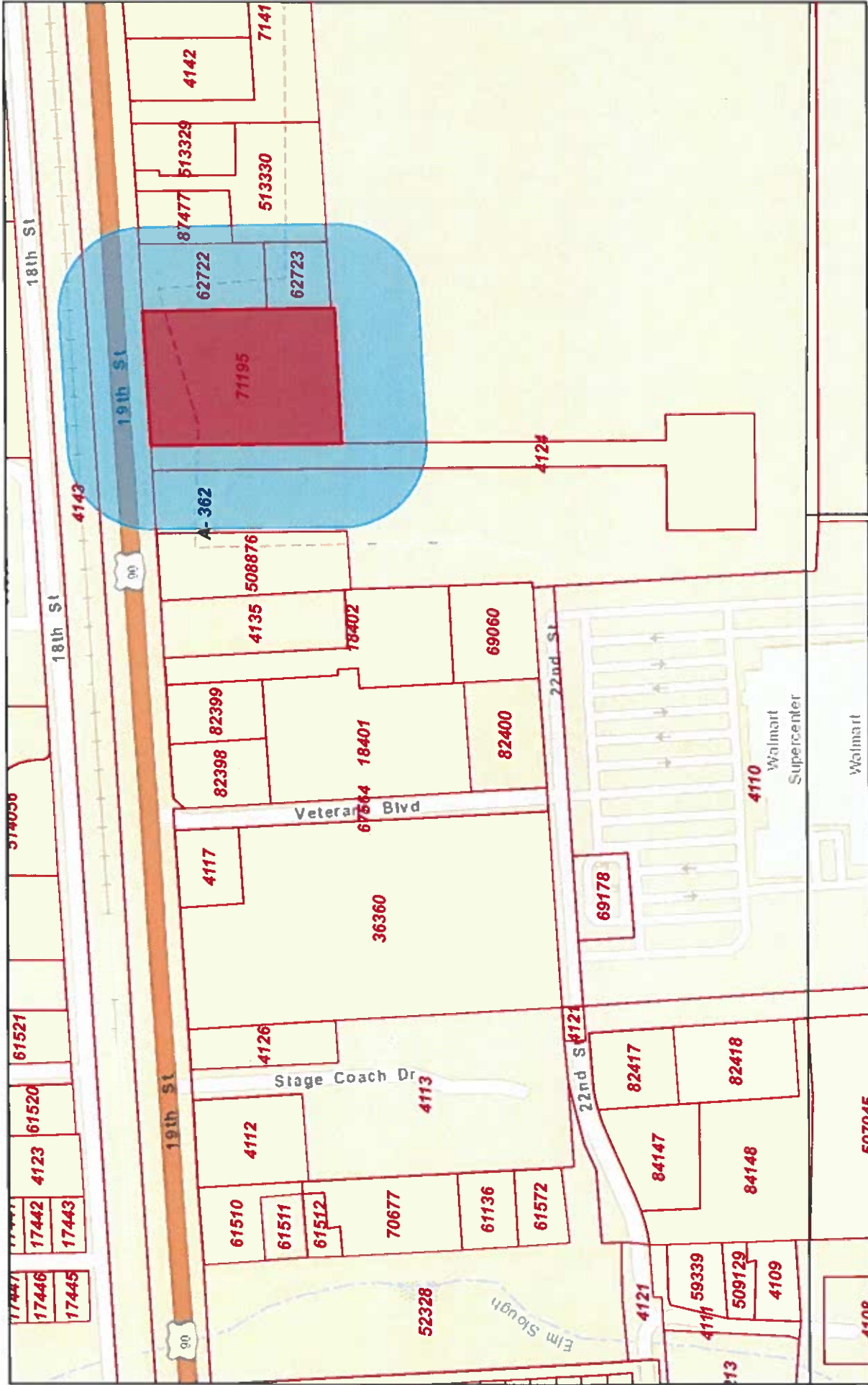
Consequently, a final plat application is being submitted for your consideration. A proper review has been carried out by the city staff, together with our consultants who have found the application in good standing. Therefore, it is recommended that you consider the said application and approve same since the eventual use would be in conformity with the zoning ordinance and subdivision regulations of the City of Hondo.

Thank you

Uche Echeozo
Development Services Director

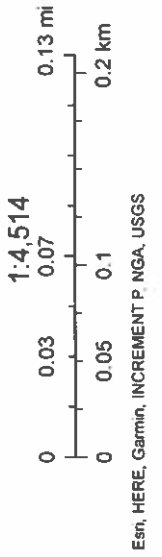
Page 215 of 231

Medina CAD Web Map



4/23/2024, 4:41:55 PM

Override 1 ☐ Parcels ☐ Abstracts





NOTICE OF PUBLIC HEARING

As a property owner, you are hereby notified that a property you own is situated within **200** feet of a property that has been proposed for **a Final Plat**. The City of Hondo will hold the following two (2) public hearings: **Planning and Zoning Commission** on **Tuesday, May 28, 2024 at 5:00 p.m.**, and **Hondo City Council** on **Tuesday, May 28, 2024 at 6:00 p.m.** Each public hearing will be held at the City Hall Council Chamber, 1600 Ave M, Hondo, Texas. Public hearings are available to all persons regardless of disability. If you require special assistance, please contact the City office at least 48 hours prior to either meeting.

The following case will be heard, and all interested persons will be given an opportunity to speak:

Final Plat: Request from Capital Farm Credit for a Final 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 Final Plat is for a proposal on construction of a new lending facility and related parking.

If you are unable to attend this public hearing but would still like to lend either your support for, or your objection to this request, please complete the response form below and return it to **Rebekah Dolphus at 1600 Ave M, Hondo, Texas 78861**. If you are no longer the owner of the property, please forward this letter to the owner or return it to City Hall. If you have any questions concerning this request, please call 830-426-3378 for more information.

RESPONSE FORM (below this line)

PLEASE CHECK ONE OF THE FOLLOWING:

I Agree _____ - OR - Disagree _____

RE: Final Plat request from Capital Farm Credit for a new lending facility and related parking.

My reason and/or comments are as follows:

DATE: _____

PRINT NAME: _____ SIGNATURE: _____

S&G RANCH LTD
251 US HWY 90 E
HONDO, TX 78861

SHIRLEY J KNECHT
521 US HWY 90 EAST *SHOULD BE 251*
HONDO, TX 78861

ARCHLAND PROPERTY II LP
%FRANK MENDOZA
1709 AVENUE F
DEL RIO, TX 78840

D&KRE LTD
PO BOX 160667
AUSTIN, TX 78716

DMR-HONDO 22 LP
1618 ROGERS ROAD
FORT WORTH, TX 76107

NOTICE OF PUBLIC HEARING

The **Planning and Zoning Commission** of the City of Hondo will hold a public hearing on **Tuesday, May 28, 2024 at 5:00 p.m.** in the Council Chamber, City Hall, 1600 Avenue M, Hondo, Texas, to discuss and consider the following:

A request from Capital Farm Credit for a Final 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.

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The Final Plat is for a proposal on construction of a new lending facility and related parking.

/s/ Rebekah Dolphus
City Secretary

Publish: May 9, 2024

NOTICE OF PUBLIC HEARING

The **City Council** of the City of Hondo will hold a public hearing on **Tuesday, May 28, 2024 at 6:00 p.m.** in the Council Chamber, City Hall, 1600 Avenue M, Hondo, Texas, to discuss and consider the following:

A request from Capital Farm Credit for a Final 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 Final Plat is for a proposal on construction of a new lending facility and related parking.

/s/ Rebekah Dolphus
City Secretary

Publish: May 9, 2024



City Council Communication

Title: OPEN PUBLIC HEARING

Date: May 28, 2024

From:

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:



City Council Communication

Title: STAFF PRESENTATION (UCHE ECHEOZO)

Date: May 28, 2024

From:

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:



City Council Communication

Title: APPLICANT PRESENTATION

Date: May 28, 2024

From:

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:



City Council Communication

Title: PUBLIC COMMENTS (LIMITED TO 3 MINUTES PER PERSON)

Date: May 28, 2024

From:

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:



City Council Communication

Title: ADJOURN PUBLIC HEARING

Date: May 28, 2024

From:

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:



City Council Communication

Title: DISCUSSION AND POSSIBLE ACTION ON FINAL PLAT REQUEST

Date: May 28, 2024

From:

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:



City Council Communication

Title: DISCUSS AND CONSIDER POSSIBLE ACTION ON THE INCLUSION OF CITY MANAGER REPORTS AND PUBLIC WORKS REPORTS DURING REGULAR COUNCIL MEETINGS. (JOHN NARON)

Date: May 28, 2024

From: John Naron, City Manager

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:



City Council Communication

***Title:* EXECUTIVE SESSION**

The City Council of the City of Hondo may convene in Executive Session in accordance with the Texas Open Meetings Act, Texas Government Code: Section 551.071(1) (A) and (2) (Consultations with Attorney) and Section 551.072 (Deliberations about Real Property).

Date: May 28, 2024

From:

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:



City Council Communication

Title: DISCUSS HANGAR MR-9 LEASE

Date: May 28, 2024

From: Ryan Elder, Director of Aviation

INFORMATION:

Discuss Hangar MR-9 Lease

FINANCIAL IMPACT:

TBD

STAFF RECOMMENDATION:

Staff recommends discussing Hangar MR-9 Lease

MOTION:

TBD

ATTACHMENTS:

None

STAFF CONTACTS:

Ryan Elder



City Council Communication

Title: DISCUSSION RELATED TO CONTEMPLATED LITIGATION WITH AIRCANOPY DBA RISE BROADBAND.

Date: May 28, 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 28, 2024

From:

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS: