

RESOLUTION NO. 02-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE TEMPORARY CLOSURE OF STATE HIGHWAY 352 ON APRIL 6, 2024, FOR THE CITY OF MESQUITE RODEO PARADE, COMMEMORATING THE 66TH ANNIVERSARY OF THE MESQUITE CHAMPIONSHIP RODEO.

WHEREAS, the City of Mesquite (the “City”) is planning the annual rodeo parade (the “Parade”) for downtown Mesquite on April 6, 2024; and

WHEREAS, the City desires to encourage the economic vitality of the City and recognizes the value of the Parade in achieving this goal; and

WHEREAS, sections of Main Street and Davis Street are on the eastbound and westbound legs of State Highway 352 through downtown Mesquite; and

WHEREAS, the Texas Department of Transportation (“TxDOT”) will allow the temporary closure of Main Street and Davis Street for the Parade upon execution of an agreement for the temporary closure of State right-of-way between TxDOT and the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

SECTION 1. That the City Council authorizes the City Manager to execute an agreement between the TxDOT and the City for the temporary closure of a portion of State Highway 352 (also known as Main Street and Davis Street) between North Florence Street and Carmack Street, on April 6, 2024, for the Parade.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 16th day of January 2023.

DocuSigned by:
Daniel Aleman Jr.
D999585317D142B...

Daniel Alemán, Jr.
Mayor

ATTEST:

DocuSigned by:
Sonja Land
C2518095973F46A...

Sonja Land
City Secretary

APPROVED AS TO LEGAL FORM:

DocuSigned by:
David Paschall
666E18891208434...

David L Paschall
City Attorney

Agreement No. 18-24XXR019

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Mesquite, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

WITNESSETH

WHEREAS, the State owns and operates a system of highways for public use and benefit, including State Highway 352, in Dallas, County; and

WHEREAS, the local government has requested the temporary closure of State Highway 352 (Main Street and Davis Street) between North Florence Street and Carmack Street for the purpose of the 66th annual Rodeo Parade on April 6, 2024, as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the 16th day of January, the Mesquite City Council passed Resolution No. 02-2024, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage

allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period

Agreement No. 18-24XXR019

that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
<u>City of Mesquite</u>	<u>Texas Department of Transportation</u>
<u>Attn: Jahor Roy, P.E.</u>	<u>Attn: Jeffrey Bush, P.E.</u>
<u>Traffic Engineering</u>	<u>Director of Operations</u>
<u>P.O. Box 850137</u>	<u>4777 E. Highway 80</u>
<u>Mesquite, Texas 75185-0137</u>	<u>Mesquite, Texas 75150</u>

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

Agreement No. 18-24XXR019

Each party is signing this agreement on the date stated beside that party's signature.

THE CITY OF MESQUITE

Executed on behalf of the local government by:

By DocuSigned by:
Cliff Keheley Date 1/23/2024
Cliff Keheley, City Manager

ATTEST:

By DocuSigned by:
Sonja Land 
Sonja Land, City Secretary

APPROVED AS TO FORM:
David L. Paschall, City Attorney

By DocuSigned by:
David L. Paschall
City Attorney

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By DocuSigned by:
Casson Clemens Date 2/23/2024
A879E0D10CD6464...
District Engineer

Agreement No. 18-24XXR019

Exhibit A

The City of Mesquite Rodeo Parade is a Mesquite tradition dating back to 1957. The parade traditionally celebrates the opening of the Mesquite Championship Rodeo. The parade is scheduled for Saturday, April 6, 2024 from 9:00am – 12:00pm. The parade route will proceed through Downtown Mesquite using both westbound and eastbound lanes of State Highway 352 between North Florence Street and Carmack Street.

Agreement No. 18-24XXR019

Exhibit B
Resolution attached to the Agreement

RESOLUTION NO. 02-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE TEMPORARY CLOSURE OF STATE HIGHWAY 352 ON APRIL 6, 2024, FOR THE CITY OF MESQUITE RODEO PARADE, COMMEMORATING THE 66TH ANNIVERSARY OF THE MESQUITE CHAMPIONSHIP RODEO.

WHEREAS, the City of Mesquite (the “City”) is planning the annual rodeo parade (the “Parade”) for downtown Mesquite on April 6, 2024; and

WHEREAS, the City desires to encourage the economic vitality of the City and recognizes the value of the Parade in achieving this goal; and

WHEREAS, sections of Main Street and Davis Street are on the eastbound and westbound legs of State Highway 352 through downtown Mesquite; and

WHEREAS, the Texas Department of Transportation (“TxDOT”) will allow the temporary closure of Main Street and Davis Street for the Parade upon execution of an agreement for the temporary closure of State right-of-way between TxDOT and the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

SECTION 1. That the City Council authorizes the City Manager to execute an agreement between the TxDOT and the City for the temporary closure of a portion of State Highway 352 (also known as Main Street and Davis Street) between North Florence Street and Carmack Street, on April 6, 2024, for the Parade.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 16th day of January 2023.

DocuSigned by:

Daniel Aleman Jr.

D999585317D142B...

Daniel Alemán, Jr.
Mayor

ATTEST:

DocuSigned by:

Sonja Land

C2518095973F46A...

Sonja Land
City Secretary

APPROVED AS TO LEGAL FORM:

DocuSigned by:

David Paschall

666E18891208434...

David L Paschall
City Attorney

Exhibit C

Description

The City of Mesquite Rodeo Parade includes typical attractions including floats and bands. The route begins on Bryan-Belt Line Road at Newsom Road and proceeds through Downtown Mesquite on SH 352 westbound and eastbound and concludes on Belt Line Road at New Market Road.

Event Times

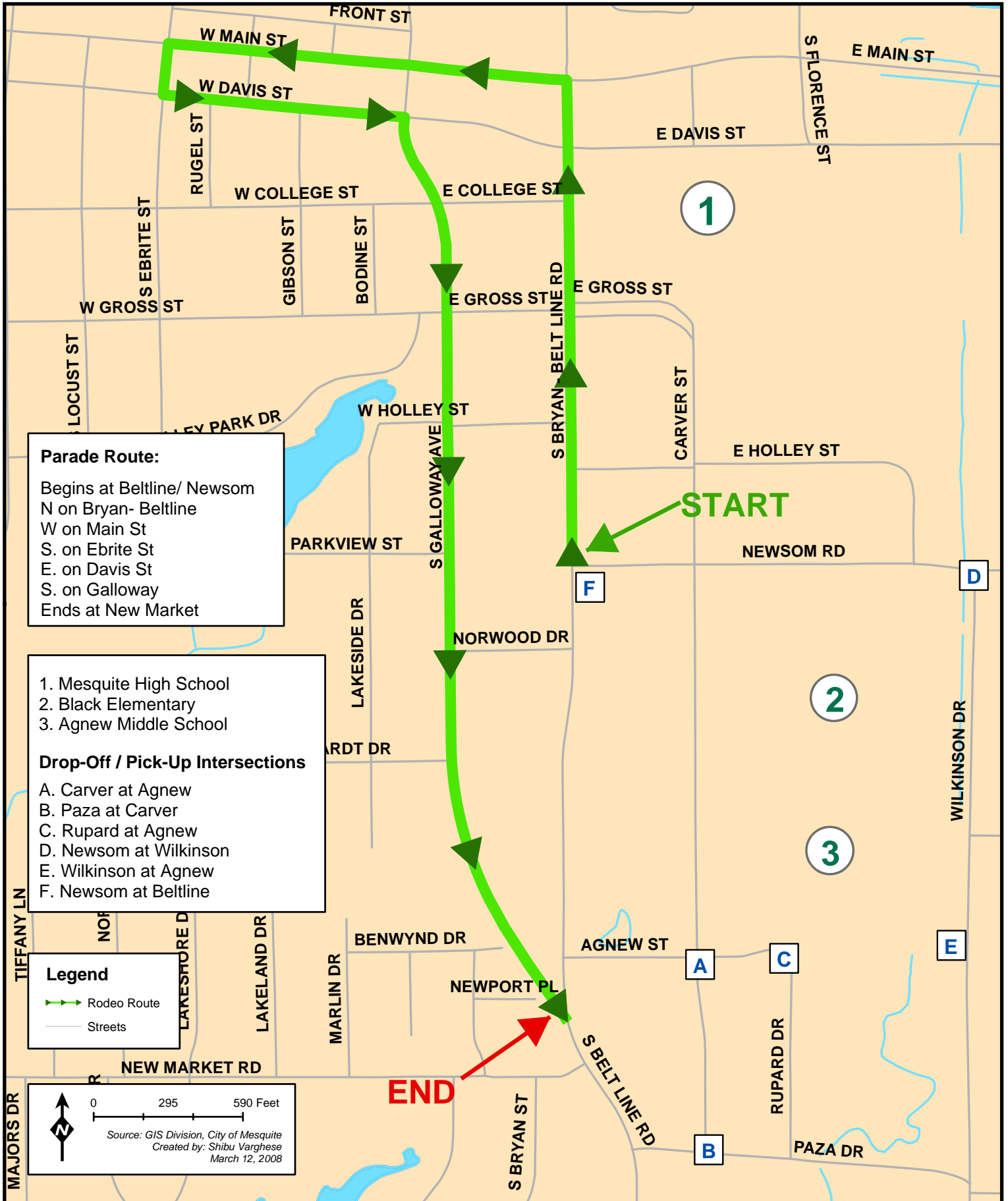
The parade begins at approximately 9:00am and end at 12:00pm. The road closures will be from 9:00am – 12:00pm on both Davis Street and Main Street.

Attendance

Attendance has been estimated at over 20,000 people with a majority of the spectators gathering in Heritage Square along Main and Davis Streets.



RODEO PARADE ROUTE



Parade Route:

Begins at Beltline/ Newsom
 N on Bryan- Beltline
 W on Main St
 S. on Ebrite St
 E. on Davis St
 S. on Galloway
 Ends at New Market

- 1. Mesquite High School
- 2. Black Elementary
- 3. Agnew Middle School

Drop-Off / Pick-Up Intersections

- A. Carver at Agnew
- B. Paza at Carver
- C. Rupard at Agnew
- D. Newsom at Wilkinson
- E. Wilkinson at Agnew
- F. Newsom at Beltline

Legend

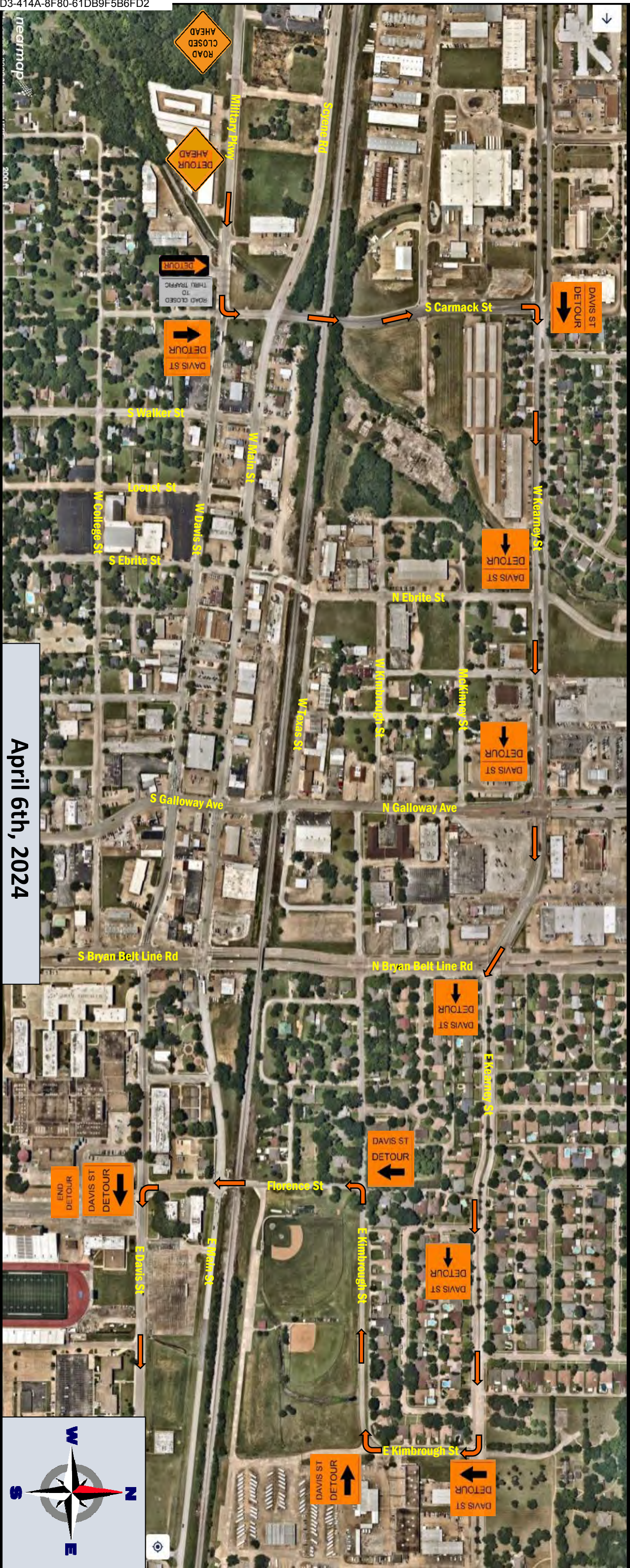
- Rodeo Route
- Streets

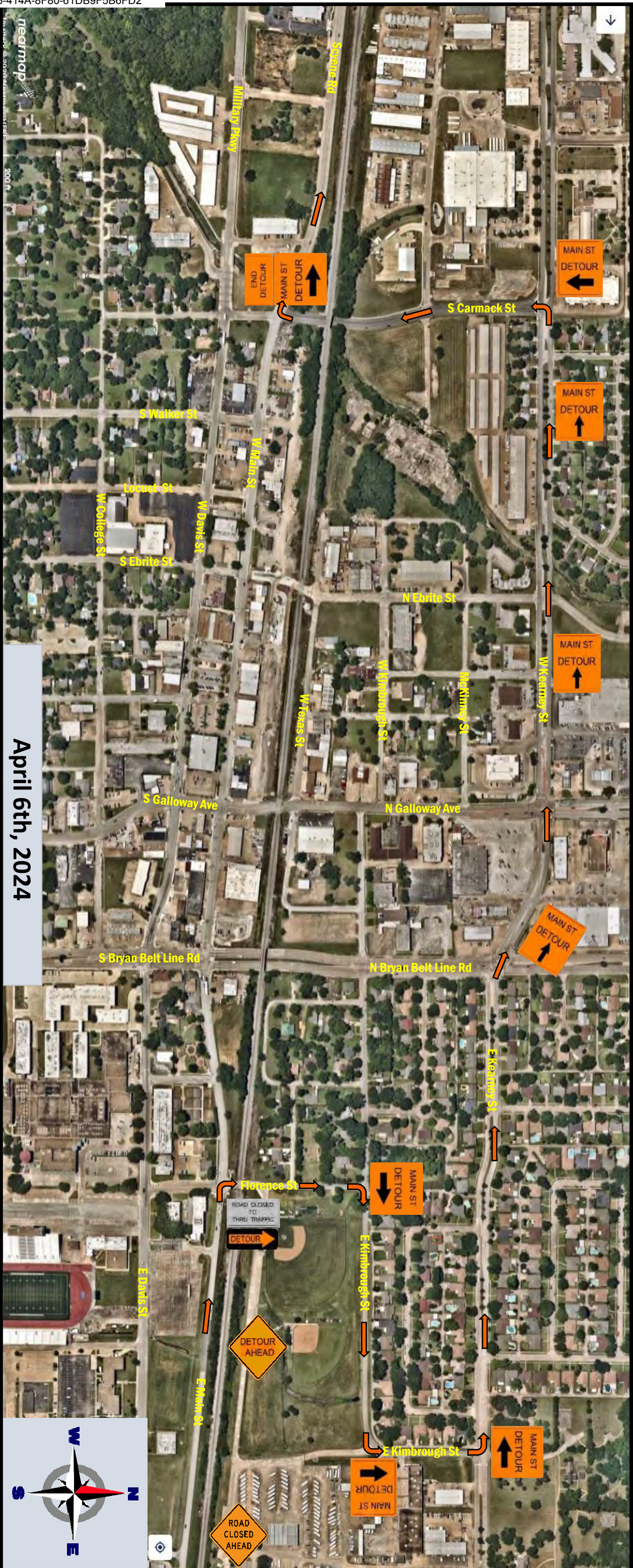
0 295 590 Feet

Source: GIS Division, City of Mesquite
 Created by: Shibu Varghese
 March 12, 2008

Rodeo Parade Traffic Control Plan

Eastbound Detour on Davis Street





April 6th, 2024

Parade Traffic Control Plan

Westbound Detour on SH 352 (Main Street)



February 8, 2024

Mr. Eyad Fanous, P.E.
District Traffic Design Supervisor
TxDOT Dallas District HQ
4777 E. Hwy 80
Mesquite, TX 75150-6643
Office: (214) 319-3565

Re: Temporary Closure of Main and Davis Streets (SH 352) in Mesquite for the Rodeo Parade on April 6, 2024.

Dear Mr. Fanous:

The Mesquite Police Department Traffic Division, in cooperation with the Traffic Engineering Division of the Public Works Department, have developed a traffic control plan for the temporary closure of Main Street (SH 352) and Davis Street (SH 352) from 9:00am to 12:00pm in Mesquite for the annual Rodeo Parade on April 6, 2024.

The Police and Public Works Departments have secured the necessary personnel and materials to implement the traffic control plan. As the enforcement agency providing traffic control for this event, the Mesquite Police Department certifies that we agree with the traffic control plan and will be able to meet its requirements. If you have any questions or need additional information, call Mr. Jahor Roy, P.E. Traffic Engineer at 972-216-6996 or Sergeant Kevin L. Rough, Police Department Traffic Division at 972-216-6628.

A handwritten signature in blue ink, appearing to read "David S. Gill".

David S. Gill
Chief of Police

cc: Curt Cassidy, P.E., Director of Public Works
Sergeant Kevin L. Rough, Mesquite Police Department



Certificate of Coverage

Member ID: 4960 Member: Charles Gillenwater Risk Manager Mesquite PO Box 850137 Mesquite, Texas 75185-0137	Company Affording Coverage: Texas Municipal League Intergovernmental Risk Pool PO Box 149194 Austin, Texas 78714-9194 (512) 491-2300 or (800) 537-6655 Fax: (512) 491-2404
--	---

Certificate Holder:
 Texas Department of Transportation
 125 E 11th St
 Austin, Texas 78701


This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by TMLIRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s). Coverage is continuous until canceled.

General Liability Effective Date: 10/01/2023 Anniversary Date: 10/01/2024 Limits of Liability(Each Occurrence): \$1,000,000 Sudden Events involving Pollution(Each Occurrence): \$1,000,000 Annual Aggregate: \$2,000,000 Deductible per Occurrence: \$50,000 Law Enforcement Liability Effective Date: _____ Anniversary Date: _____ Limits of Liability(Each Occurrence): _____ Annual Aggregate: _____ Deductible per Occurrence: _____ Errors and Omissions Liability Effective Date: _____ Anniversary Date: _____ Limits of Liability(Wrongful Act): _____ Annual Aggregate: _____ Deductible per Occurrence: _____	Auto Liability Effective Date: _____ Anniversary Date: _____ Limits of Liability(Each Occurrence): _____ Deductible per Occurrence: _____ Auto Physical Damage Effective Date: _____ Anniversary Date: _____ Limits of Liability: _____ Collision Deductible: _____ Comprehensive Deductible: _____
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DESCRIPTION:
 Evidence of coverage.

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TMLIRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TMLIRP.

Authorized Representative: Corby Bittner



Date Issued:

05/26/2023



Certificate of Coverage

Member ID:4960

Member:

Charles Gillenwater
 Risk Manager
 Mesquite
 PO Box 850137
 Mesquite, Texas 75185-0137

Company Affording Coverage:

Texas Municipal League Intergovernmental Risk Pool
 PO Box 149194 Austin, Texas 78714-9194
 (512) 491-2300 or (800) 537-6655
 Fax: (512) 491-2404

Certificate Holder:

Texas Department of Transportation
 125 E 11th St
 Austin, Texas 78701

This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by TMLIRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s). Coverage is continuous until canceled.

General Liability	Effective Date: _____ Anniversary Date: _____	Auto Liability	Effective Date: 10/01/2023 Anniversary Date: 10/01/2024
Limits of Liability(Each Occurrence): _____		Limits of Liability(Each Occurrence): _____	\$1,000,000
Sudden Events involving Pollution(Each Occurrence): _____		Deductible per Occurrence: _____	\$50,000
Annual Aggregate: _____		Auto Physical Damage	Effective Date: 10/01/2023 Anniversary Date: 10/01/2024
Deductible per Occurrence: _____		Limits of Liability:	ACV or Agreed Value as scheduled
Law Enforcement Liability	Effective Date: _____ Anniversary Date: _____	Collision Deductible: _____	\$10,000
Limits of Liability(Each Occurrence): _____		Comprehensive Deductible: _____	\$10,000
Annual Aggregate: _____			
Deductible per Occurrence: _____			
Errors and Omissions Liability	Effective Date: _____ Anniversary Date: _____		
Limits of Liability(Wrongful Act): _____			
Annual Aggregate: _____			
Deductible per Occurrence: _____			

DESCRIPTION:

Evidence of Coverage: see attachment.



Certificate of Coverage

Member ID: 4960
Member Name: Mesquite

Cert Holder: Texas Department of Transportation

Year/Make/Model VIN	Description Maturity Date	Loss Payee	Value	Loan Number
2011/Dodge/Charger 2B3CL1CT0BH551822				
2011/Ford/E450 1FDXE4FSXBDA71570				
2011/Ford/E450 1FDXE4FS0BDA83520				

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TMLIRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TMLIRP.

Authorized Representative: Corby Bittner

Date Issued:

05/26/2023

COVERED PARTY – OWNER, LESSOR OR LIENHOLDER
--

This endorsement forms a part of the **Declarations** to which attached, effective on the inception date of the coverage unless otherwise stated herein, and modifies such coverage as is afforded by the provisions of the coverage shown below:

Member Name : Mesquite
 Member ID : 4960
 Effective Date : 10/01/2023

AUTOMOBILE LIABILITY

It is understood that pursuant to Part IV-A., Section II, paragraph D., of the Liability Coverage Document, coverage is extended to the owner, lessor or lienholder designated below because such coverage is required by **contract**. However, coverage is extended only with respect to liability arising out of the operation, use, loading, unloading, or maintenance of the **automobiles** designated below.

AUTOMOBILE PHYSICAL DAMAGE

Loss or damage to the **automobile(s)** described in this endorsement shall be paid as interest may appear to the **fund member** and the loss payee named below. The interest of the loss payee shall not become invalid because of acts or omissions of the **fund member**. However, the **Fund** reserves the right to cancel this self-insurance as permitted by the Interlocal Agreement and the cancellation will terminate this agreement as to the loss payee's interest. The **Fund** will give the same advance notice of cancellation to the loss payee as is given to the **fund member**.

In the event the **Fund** pays the loss payee the **Fund** shall, to the extent of payment, be subrogated to the loss payee's right of recovery.

Owner/Lessor/Lienholder : Texas Department of Transportation
 Address : 125 E 11th St
 City, State & ZIP : Austin, Texas, 78701

Designated Automobile(s)

ID	Year	Make	Model	VIN
295	2011	Dodge	Charger	2B3CL1CT0BH551822
786	2011	Ford	E450	1FDXE4FSXBDA71570
968	2011	Ford	E450	1FDXE4FS0BDA83520

Texas Municipal League Intergovernmental Risk Pool
 1821 Rutherford Lane, First Floor, Austin, Texas 78754
 (512) 491-2300 | (800) 537-6655



Certificate of Coverage

Member ID:4960

Member:

Charles Gillenwater
Risk Manager
Mesquite
PO Box 850137
Mesquite, Texas 75185-0137

Company Affording Coverage:

Texas Municipal League Intergovernmental Risk Pool
PO Box 149194 Austin, Texas 78714-9194
(512) 491-2300 or (800) 537-6655
Fax: (512) 491-2404

Certificate Holder:

Texas Department of Public Safety
5805 N Lamar Blvd / Box 4087
Austin, Texas 78773

This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by TMLIRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s). Coverage is continuous until canceled.

General Liability	Effective Date: 10/01/2023 Anniversary Date: 10/01/2024	Auto Liability	Effective Date: _____ Anniversary Date: _____
Limits of Liability(Each Occurrence):	\$1,000,000	Limits of Liability(Each Occurrence):	_____
Sudden Events involving Pollution(Each Occurrence):	\$1,000,000	Deductible per Occurrence:	_____
Annual Aggregate:	\$2,000,000	Auto Physical Damage	Effective Date: _____ Anniversary Date: _____
Deductible per Occurrence:	\$50,000	Limits of Liability:	_____
Law Enforcement Liability	Effective Date: _____ Anniversary Date: _____	Collision Deductible:	_____
Limits of Liability(Each Occurrence):	_____	Comprehensive Deductible:	_____
Annual Aggregate:	_____		
Deductible per Occurrence:	_____		
Errors and Omissions Liability	Effective Date: _____ Anniversary Date: _____		
Limits of Liability(Wrongful Act):	_____		
Annual Aggregate:	_____		
Deductible per Occurrence:	_____		

DESCRIPTION:

Evidence of coverage per Aircraft Hangar Agreement.

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TMLIRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TMLIRP.

Authorized Representative: Corby Bittner

Date Issued:

05/26/2023



CERTIFICATE OF INSURANCE

Form 1560
(Rev. 8/18)
Previous editions of this form may not be used.
Page 1 of 2

Agents should complete this form by providing all requested information, then either email, fax, or mail this form as noted at the bottom of page two. Copies of endorsements listed below are not required as attachments to this certificate.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not confer any rights or obligations other than the rights and obligations conveyed by the policies referenced on this certificate. The terms of the policies referenced in this certificate control over the terms of the certificate.

Insured: Mesquite

Street/Mailing Address: PO Box 850137

City/State/Zip: Mesquite, Texas 75185-0137

Phone Number: (972) 216 - 8168

WORKERS' COMPENSATION INSURANCE COVERAGE:

Endorsed with a Waiver of Subrogation in favor of TxDOT.

Carrier Name: The Texas Municipal League Intergovernmental Risk Pool			Carrier Phone #: (800) 537 - 6655	
Address: 1821 Rutherford Lane			City, State, Zip: Austin, TX 78754	
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability:
Workers' Compensation	4960	10-1-2023	10-1-2024	Not Less Than: Statutory - Texas

COMMERCIAL GENERAL LIABILITY INSURANCE:

Carrier Name: The Texas Municipal League Intergovernmental Risk Pool			Carrier Phone #: (800) 537 - 6655	
Address: 1821 Rutherford Lane			City, State, Zip: Austin, TX 78754	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Commercial General Liability Insurance	4960	10-1-2023	10-1-2024	Not Less Than: \$ 600,000 each occurrence

BUSINESS AUTOMOBILE POLICY:

Carrier Name: The Texas Municipal League Intergovernmental Risk Pool			Carrier Phone #: (800) 537 - 6655	
Address: 1821 Rutherford Lane			City, State, Zip: Austin, TX 78754	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Business Automobile Policy	4960	10-1-2023	10-1-2024	Not Less Than: \$ 600,000 combined single limit

UMBRELLA POLICY (if applicable):

Carrier Name:			Carrier Phone #: () -	
Address:			City, State, Zip:	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Umbrella Policy				

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

THIS IS TO CERTIFY to the Texas Department of Transportation acting on behalf of the State of Texas that the insurance policies named are in full force and effect. If this form is sent by facsimile machine (fax), the sender adopts the document received by TxDOT as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.

Agency Name

TMLJRP

Address

1821 Rutherford Lane

City, State, Zip Code

Austin, TX 78754

(800) 537 - 6655

Authorized Agent's Phone Number

Chase Taber

Authorized Agent Original Signature

07/25/2023

Date

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

NOTES TO AGENTS:

Agents must provide all requested information then either email, fax, or mail this form as noted below.

Pre-printed limits are the minimum required; if higher limits are provided by the policy, enter the higher limit amount on an Acord Form.

To avoid work suspension, an updated insurance form must reach the address listed below **one business day** prior to the expiration date. **Insurance must be in force in order to perform any work.**

Binder numbers are not acceptable for policy numbers.

The certificate of insurance, once on file with the department, is adequate for subsequent department contracts provided adequate coverage is still in effect. Do not refer to specific projects/contracts on this form.

List the contractor's legal company name, including the DBA (doing business as) name as the insured. If a staff leasing service is providing insurance to the contractor/client company, list the staff leasing service as the insured and show the contractor/client company in parenthesis.

The Texas Department of Insurance (TDI) approved forms are the only acceptable proof of insurance for department contracts. The preferred Certificate of Insurance (COI) is on a 1560 or Acord form.

Over-stamping and/or over-typing entries on the certificate of insurance are not acceptable if such entries change the provisions of the certificate in any manner.

DO NOT COMPLETE THIS FORM UNLESS THE WORKERS' COMPENSATION POLICY IS ENDORSED WITH A WAIVER OF SUBROGATION IN FAVOR OF TXDOT.

The **SIGNATURE** of the agent is required.

CERTIFICATE OF INSURANCE REQUIREMENTS:**WORKERS' COMPENSATION INSURANCE:**

The contractor is required to have Workers' Compensation Insurance if the contractor has any employees including relatives.

The word **STATUTORY**, under limits of liability, means that the insurer would pay benefits allowed under the Texas Workers' Compensation Law.

GROUP HEALTH or **ACCIDENT INSURANCE** is not an acceptable substitute for Workers' Compensation.

COMMERCIAL GENERAL LIABILITY INSURANCE:

MANUFACTURERS' or **CONTRACTOR LIABILITY INSURANCE** is not an acceptable substitute for Comprehensive General Liability Insurance or Commercial General Liability Insurance.

BUSINESS AUTOMOBILE POLICY:

If coverages are specified separately, they must be at least these amounts:

Bodily Injury	\$500,000 each occurrence
	\$100,000 each occurrence
Property Damage	\$100,000 for aggregate

PRIVATE AUTOMOBILE LIABILITY INSURANCE is not an acceptable substitute for a Business Automobile Policy.

Completed forms may be submitted by any of the following methods:

Email: CST_Insurance@txdot.gov
 Fax: (512) 416-2536
 Mail: Texas Department of Transportation
 CST – Contract Processing
 125 E. 11th Street
 Austin, TX 78701-2483

Contact/Help

WAIVER OF SUBROGATION

Waiver of our Right of Recovery From Others Endorsement

This endorsement forms a part of the **Declarations** to which attached, effective on the inception date of the coverage unless otherwise stated herein, and modifies such coverage as is afforded by the provisions of the coverage shown below:

WORKERS' COMPENSATION

Member Name : Mesquite
Member ID : 4960
Effective Date : 10/01/2023

We have the right to recover our payments from anyone liable for an injury covered hereunder. We will not enforce our right against the person or organization named below 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 below.

Schedule

Name of person or organization: Texas Department of Transportation General Services
Division - Contract Services Section
125 E 11th St
Austin, TX 78701-2483

Description of operations: Evidence of Coverage for road closure