# CITY COUNCIL AGENDA

## Wednesday, January 8, 2025
## 9:00 am

**CITY COUNCIL**
**Donald P. Warren, Mayor**
**Stuart Hene, District 1**
**Petra Hawkins, District 2**
**Dr. Shirley McKellar, District 3**
**James Wynne, District 4**
**Lloyd Nichols, District 5**
**Brad Curtis, District 6**

# CITY COUNCIL MEETING AGENDA

## CITY COUNCIL CHAMBERS - CITY HALL

**City Hall, City Council Chambers**
**212 N. Bonner Avenue, 2nd Floor**
**Tyler, Texas**
**Follow us on Facebook Live at:**
**https://www.facebook.com/CityofTylerTexas/**
**Wednesday, January 8, 2025**
**9:00 am**

**Internet website http://www.cityoftyler.org and Cable Access Channel 3**

**Please call (903) 531-1250 if you need assistance with interpretation or translation for this City meeting.**

***Si usted necesita ayuda con la interpretación o traducción de cualquier material en este sitio o en una reunión pública de la Ciudad de Tyler por favor llame al (903) 531-1250.***

**AMERICANS WITH DISABILITIES ACT NOTICE**

**The City of Tyler wants to ensure that City Council Meetings are accessible to persons with disabilities. If any individual needs special assistance or accommodations in order to attend a City Council meeting, please contact the City Manager's Office at 903.531.1250, in advance so accommodations can be made.**

**COURTESY RULES**

**Thank you for your presence. The City Council appreciates your interest in Tyler City Government. To ensure fairness and orderly meetings, the Council has adopted rules of courtesy which apply to all members of the Council, Administrative Staff, News Media, Citizens and Visitors. If you wish to address the Council, please fill out the information on the IPAD located outside the Council Chambers. Speakers will be heard as the individual item(s) in which they have registered an interest come before the Council. Your remarks will be limited in duration depending on the number of people wanting to speak on a particular item. Comments to the City Council should only be made from the podium. This will ensure that the comments are picked up by the microphones and are made a part of the official record. Delay or interruption of the proceedings will not be tolerated.**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**MINUTES**

Request that the City Council consider approving the minutes of the special called meeting of the City Council of the City of Tyler, Texas, held on October 16, 2024, and the regular called meeting held on October 23, 2024.

**PRESENTATION**

**P-1** Request that the City Council consider hearing a presentation on collection of Municipal Court delinquent fines and fees by Perdue, Brandon, Fielder, Collins & Mott, LLP (Perdue).

**MISCELLANEOUS**

**M-1** Request that the City Council consider authorizing the City Manager to approve the transfer of properties that the City purchased with HOME-ARP funding located at 512 W. 32nd and 516 W. 32nd to the East Texas Cares Resources Center to address the increasing homeless population. Also, request approval of the Ordinance.

**M-2** Request that the City Council consider authorizing the City Manager to execute a Capital Improvements Project contract in the amount of $1,813,982.00 with Capps-Capco Construction, Inc. for the 2024 Water System Improvements 2-Inch Line Replacement Program, Bid No. 24-040 and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

**M-3** Request that the City Council consider authorizing the City Manager to execute an engineering agreement in the amount of $168,550 with The C.T. Brannon Corporation for the design and construction phase services for the 2024-2025 Large Water Main Replacement (Plantation Area & N. Palace Ave.) project and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

**BOARD APPOINTMENTS**

**B-1** Request that the City Council consider making seven (7) appointments to the Construction Board of Adjustment and Appeals.

**CONSENT**

(These items are considered to be routine or have been previously discussed, and can be approved in one motion, unless a Council Member asks for separate consideration of an item.)

**C-A-1** Request that the City Council consider authorizing the City Manager to renew bid number 21-024 Category 40 and 41 for various light-duty vehicle and bus washing and detailing services to Highly Detailed of Tyler for the fiscal year 2024-25.

**C-A-2** Request that the City Council consider authorizing the City Manager to ratify a one-year extension option for NDMJ Overflow Paratransit services.

**C-A-3** Request that the City Council consider authorizing the City Manager to approve a donation to the Tyler Fire Department from the United States Air Force Bomb Disposal Team. The donation consists of two robots and replacement parts valued at $255,680.13

**C-A-4** Request that the City Council consider authorizing the City Manager to purchase a small-platform tactical robot for the Tyler Police Department from ICOR Technology for a total cost of $84,371.68.

**C-A-5** Request that the City Council consider authorizing the City Manager to sign a Union Pacific Rail Road permit associated with the Greenbriar Force Main Sliplining Project and issue payment for $4,000 for the permit.

**C-A-6** Request that the City Council consider authorizing the City Manager to execute a reconciliation change order that will decrease the contract amount by $9,554.00 and the release of final retainage payment in the amount of $60,657.82 to Paragon Construction & Associates for the construction of the Service Center Remodel Project.

**C-A-7** Request that the City Council consider authorizing the City Manager to extend the contract for court fines and fees collection services with Perdue, Brandon, Fielder, Collins & Mott, LLP (Perdue) through December 31, 2025.

**CITY MANAGER'S REPORT**

**ADJOURNMENT**

**MINUTES OF THE SPECIAL CALLED MEETING OF**
**THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS**
**October 16, 2024**

A special called meeting of the City Council of the City of Tyler, Texas, was held Wednesday, October 16, 2024 at 9:00 a.m. in the City Council Chambers, 2nd floor of City Hall, Tyler, Texas, with the following present:

| | |
|---|---|
| Mayor: | Don Warren |
| Mayor Pro Tem: | Stuart Hene |
| Councilmembers: | Brad Curtis |
| | Shirley McKellar |
| | Petra Hawkins |
| | James Wynne |
| | Lloyd Nichols |
| City Manager: | Edward Broussard |
| Deputy City Manager: | Stephanie Franklin |
| City Attorney: | Deborah G. Pullum |
| Chief Financial Officer: | Keidric Trimble |
| Chief Information Officer: | Benny Yazdanpanahi |
| City Fire Chief: | David Coble |
| Police Chief: | Jimmy Toler |
| City Clerk: | Cassandra Brager |

**INVOCATION**

The Invocation was given by Mayor Warren

**MISCELLANEOUS**

**M-1** **Request that the City Council consider the designation of Reinvestment Zone Number Fourteen (Hiland Dairy), City of Tyler, Texas, for industrial tax abatement, consider adoption of a Resolution nominating Hiland Dairy Foods, Inc. for designation as an Enterprise Project under the Texas Enterprise Zone Act, Texas Government Code Chapter 2303, and authorize the City Manager to finalize and enter into a tax abatement agreement with Hiland Dairy Foods, Inc. and to sign all documents necessary to implement the tax abatement agreement. (R-2024-44)**

**Scott Martinez, President & Chief Executive Officer for the Tyler Economic Development** – Gave a brief explanation concerning the Hiland Dairy Foods tax abatement agreement.

**Barry Beaman, Manager of Hiland Dairy**- Thanked the Council for the consideration of approving the tax abatement agreement.

Mayor opened the public hearing at 9:36 a.m. and closed it at 9:37 a.m. with no one coming forward to speak.

Motion by Mayor Pro Tem Hene to the establishment of the Reinvestment Zone Number Fourteen (Hiland Dairy), seconded by Councilmember McKellar; motion carried 7 - 0 & approved as presented.

Motion by Councilmember Wynne to approve the tax abatement agreement with the Hiland Dairy Foods, seconded by Mayor Pro Tem Hene, motion carried 7-0 & approved as presented.

**ADJOURNMENT**

Motion by Councilmember McKellar to adjourn the meeting at 9:39 am; seconded by Councilmember Wynne; motion carried 7 - 0 & meeting adjourned.

_____

**DONALD P. WARREN, MAYOR OF THE CITY OF TYLER, TEXAS**

**A T T E S T:**

_____

**CASSANDRA BRAGER, CITY CLERK**

**MINUTES OF THE REGULAR CALLED MEETING OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS**
**October 23, 2024**

A regular called meeting of the City Council of the City of Tyler, Texas, was held Wednesday, October 23, 2024 at 9:00 a.m. in the City Council Chambers, 2nd floor of City Hall, Tyler, Texas, with the following present:

| | |
|---|---|
| Mayor: | Don Warren |
| Mayor Pro Tem: | Stuart Hene |
| Councilmembers: | Brad Curtis |
| | Shirley McKellar |
| | Petra Hawkins |
| | James Wynne |
| | Lloyd Nichols |
| City Manager: | Edward Broussard |
| Deputy City Manager: | Stephanie Franklin |
| Asst. City Manager: | Heather Nick |
| City Attorney: | Deborah G. Pullum |
| Senior Asst. City Attorney: | Alesha Buckner |
| Director of Organizational Development: | Regina Y. Moss |
| Airport Manager: | Stephen Thompson |
| Main Street Director: | Amber Varona |
| Planning Director: | Kyle Kingma |
| Chief Financial Officer: | Keidric Trimble |
| Chief Information Officer: | Benny Yazdanpanahi |
| City Fire Chief: | David Coble |
| City Librarian: | Ashley Taylor |
| Compliance Engineer: | Paul Neuhaus |
| Police Chief: | Jimmy Toler |
| City Engineer: | Darin Jennings |
| Director of Utilities: | Kate Dietz |
| Director of Parks & Recreation: | Leanne Robinette |
| Director of Solid Waste, Transit: | Leroy Sparrow |
| Senior Management Analyst: | Blake Cathey |
| City Clerk: | Cassandra Brager |

## INVOCATION

The Invocation was given by Councilmember McKellar.

## AWARDS

**A-1** Request that the City Council consider recognizing the following employees for their years of service and commitment to the City of Tyler. They represent 100 years of service with the City of Tyler.

Mamie Johnson, Custodian, 30 years of service
Brenda Choy, Circulation Supervisor, 25 years of service
Keidric Trimble, Chief Financial Officer, 25 years of service
Stephanie Franklin, Deputy Manager, 20 years of service

**A-2** Request that the City Council consider recognizing the following Infants at Work participants for their program participation and the joy they brought to the City of Tyler. At this important milestone, we express our sincere appreciation for your dedication and for the special contribution you make to our organization. They represent 11 months of service with the City of Tyler.

Leighton Sowels, Infants at Work, 5 months of service
Luna Gary, Infants at Work, 6 months of service

**A-3** Request that the City Council consider accepting the 'Certificate of Achievement for Planning Excellence' from the American Planning Association - Texas Chapter.

**ZONING**

**Z-1** PD24-021 REED PROPERTY MANAGEMENT LLC (8109 DALTON LANE AND 8025 AND 8029 CROOKED TRAIL AND APPROXIMATELY 11 ACRES OF LAND)
Request that the City Council consider adoption of an Ordinance approving a 'PUR', Planned Unit Residential District final site plan amendment **(O-2024-92)**

Motion by Councilmember Curtis; seconded by Councilmember McKellar; motion carried 7 - 0 & approved as presented.

**Z-2** Z24-031 LUIS MUNOZ (408 ANDERSON AVENUE)
Request that the City Council consider adoption of an Ordinance approving a zone change from 'M-1', Light Industrial District to 'R-1D', Single-Family Detached and Attached Residential District. **(O-2024-93)**

Motion by Councilmember Wynne; seconded by Councilmember McKellar; motion carried 7 - 0 & approved as presented.

**Z-3** PD24-023 COPPER RIDGE II LLC (6951-6959 ARBOR RIDGE DRIVE AND 6865 OAK HILL BOULEVARD) Request that the City Council consider adoption of an Ordinance approving a 'PMXD-1', Planned Mixed Use District-1 final site plan amendment.

Casey Hymers, 11621 CR 166- Stated that he was the owner of the property. Casey commented they are developers. They are pro-development. Casey stated, “Our only opposition to this site plan is that it utilizes land that we own. We have not signed any plan development action or application related to this request. And so, as owners of what's in red, which is part of the site plan, we're opposed to this, and our concerns are that they're applying for a site plan amendment that doesn't have full ownership support, and it's deleting parking that is supposed to be there for shared use for everyone.” And so, that's our concern. We were out of town and weren't able to make Planning & Zoning. And so, I wish we could have caught it then, but we weren't able to make that meeting. But that's our concern for the limited amount of parking that everyone utilizes for that whole development. And we didn't oppose the previous site plan or the current site plan because it had that parking and now it's gone away or a few spots are shown as future, but that's our only opposition.”

Mayor Warren – Stated, so you're saying you own the part that's right in the middle?

Casey Hymer- Stated, that's right. Yeah. It wasn't red on the previous site plan.

Councilmember Hene Asked if Casey had reached out to the co-owner and tried to work out future parking or reach an agreement.

Casey Hymer – Stated that we have met multiple times over the last 2 years.

Councilmember Hene- Asked, what about recently?

Casey Hymer- Stated we have not recently.

Councilmember McKellar- Asked, have you agreed to any of this in the past during your meetings?

Casey Hymer- Stated repeatedly that as long as there's parking, consistent with the rest of the development. But if you're familiar, it's, you know, everything around Fresh. All the parking is for everyone. The shared uses off-site. And so, it's in that common area. And this site plan doesn't have that consistency with everything else. And so that's our only concern and objection. We're not in agreement with this site plan.

Councilmember Hene: Asked, if y'all were able to reach an agreement on shared access and shared parking, would you then be in favor of what's proposed?

Casey Hymer – Stated, “Yes.”

Mayor Warren – Asked if any other questions for Mr. Hymers before I call up Mr. Priestner?

Mark Priestner , 1121 East Southeast Loop 323 Stated that as Kyle pointed out, this is a reduction from what was originally approved. What was originally approved included the drive through the center as part of the gated, you know, parking for the development. Mr. Hymers is, they are part owners. It's owned jointly by Trek Resources and, Drake. JP Davis is the other owner. He owns all the rest of the right of way other than this section. So even though Casey is opposing this, JP is in favor of it. So, really, the calculation in the protest is a joint ownership of that access easement. So, when we went in and redeveloped the site plan, it was because we couldn't come to an agreement on closing that off. So, we left it open and left the additional parking. It's open for full access and the gates come off of that. So, it's going back to the original on how that thing was laid out originally. Because of the reduction in the number of units, there is still plenty of parking. This whole area has shared parking, and it's parked in the aggregate. And there's plenty of parking all the way around. So, we felt that this is a good use. You know, the intention was always to have some kind of higher density residential in there, something that's complimentary for the Copper Ridge unit 1, and trying to get it in there, but still meet all of the intensity of the original PCD. Since we laid out the original, this is keeping in, with the entire Fresh area development plan.

Mayor Warren- Asked any questions?

Councilmember Hene- Asked if we were to give y'all 30 days to work out the disagreement with that shared area, would that change anything with the other two tracks?

Mark Priestner – Stated, “I don't think so.” But what I wanna point out is that shared area is just an access easement. It's an easement that includes drive and parking. So, what's shown in there is exactly what's written in that access easement. So, it's already in keeping exactly with what was proposed there in the beginning.

Mayor Warren – Stated So, you're saying there is an easement on that section?

Mark Priestner – Stated because it's private, this is one of those that were done in private ways. And if you look at the property you can see the property depth that's kinda down to the south. It comes up and across and then comes out that section. And they had an easement on it for access and parking, and that's what is shown on the property.

Councilmember Hene- Asked if the number of spots change?

Mark Priestner – Stated, “Yeah, There's nothing on it right now. It's not built at all.

Councilmember Hene – Stated, so the number of assigned parking spaces changed?

Mark Priestner- Stated there are no assigned parking spots through there. It's all open. So, the parking would come as the uses come. So, depending on what was originally on that corner, we were looking or thinking of a 3 or 4-story office building, which would have required more parking. So, it was kinda set up in a way to be sort of flexible depending on what those final uses are. But under this one, we have a lot less parking demand because of what they end up as the final uses.

Mayor Warren – Asked who signed the easement?

Mark Priestner -Stated, Trek has the original. When Drake bought the building, that you can see, this one right here, they took over half ownership of those access easements, but they were already in place prior to them purchasing.

Councilmember Hene: I would like to give Casey an opportunity to if he has any response to the easement. There's still, I think, some question about what's out there.

Casey Hymer- Stated, so the easement's not the issue. The current site plan that has been passed around is highlighted. There's parking on the current site plan, which is consistent with the remainder of the development, and the new site plan does not have that parking there. And so, our concern is that all these buildings, they don't self park on their own site. All that there's a gym there. The Brookshire's Wildlife Museum is going in there, and so we rely on all that shared parking. There's some vacant retail space that if that ever gets leased up, parking is gonna be extremely tight. And so, taking away those spots along that shared drive aisle, we feel like it's gonna be a problem for the remainder of the owners in there. So, it's not the access through that. We're very aware that when we, you know, bought half this property,

undivided interest, that's an access easement. But the intention was for there to be parking all along the shared access for the use of everyone.

Councilmember Wynne - Asked Casey, how many total spots would be eliminated?

Casey Hymer – Stated whatever there should be, where I was pointing a mouse that's on a highlighted copy. I don't know how many spots that was, twenty. But, essentially, they're not there now, but there's also no buildings there. And so, adding building and traffic and users and then not adding the spots that would have been there if there'd been an office building or a retail building, is the concern.

Mayor Warren - Any other questions for Casey?

Casey Hymer – Stated the number of spots is not going down. Like, you'll ask them if it was going down. It's not going down if there are no buildings there. But it would be going down from what's currently approved, the current approved site plan.

Councilmember Nichols - So, then what I'm seeing is in the common area, by eliminating those public spots, we've now moved them inside this development. It's gated, so we've removed the parking because with this current development plan, all the parking places are now behind the gate.

Casey Hymer- Stated well, there there's no gate there. So, instead of there being parking all the way along the common area, even out to Highlands Drive, they only added 11 spots, which was to get them to their code. So, they're required to get 42 garage spots, and then they put I think it's eleven spots outside of their gates on the shared access. What we're asking for is for them to continue the parking that is in place for all the other buildings along the shared access.

Mayor Warren – Asked, so who owns the property where the parking spots are located?

Casey Hymer – Stated the common area...

Mark Priestner - Real quick. This, part through this section…Is not owned by the common area. That is the property line goes to the center. That's not covered by the easement. This section, we have provided for the ability to add that back in. So that section along there is part of that easement, and those can be added back in. This part is not part of the easement, and there is no easement on that for parking. And that is only the center line with properties that are directly out. So, it is not part of the dispensary between Trek and Drake.

Casey Hymer – Stated and there's existing parking where he was just highlighting that is in part of their property line. And I know y'all don't get into the ECR, but the ECR is basically that shared parking for everyone to use. And so, this site plan shows that going away and then not adding those. So again, the current site plan we were fine with because the parking was there. This one we're not.

Councilmember Hene – Stated that in his personal opinion this is something that both developers need to work out and if it's up to him he would say table it for 30 days, maybe a short amount of time to get them, where they can sit down together and talk.

Sherri Caton, Caton Property Group, 2931 Elkton Trail, Tyler, Texa – Stated, "We did add future parking, but we will go ahead and improve it with you guys' approval that we will put the parking back in as shown on this site plan. We will add that parking back in. That parking is not there right now. But we will add that parking in, in order to get this passed today. And also, I'm going to make note that the easement at the drive-thru is not gated. So, it's open to anyone who wants to come through there. And that parking is also open to anyone in the whole entire Fresh Oak Hills development to park there anytime they want. Of course, that was added for our guest parking needed requirements but I don't know how often a guest parking will actually be utilized. So of course, that is open to anyone in the whole entire development. So, we've actually added eleven parking spaces there for the development to use and we are agreeable to go ahead and take away future parking and go ahead and add that parking right there. So that's really the only thing I can think of.

Councilmember Hawkins – Stated she would make a motion to table this again in 30 days?

Mayor Warren – Stated, yes but not my preference. We just need to calm down, 30 days and if somebody will make that motion.

Councilmember Hene - So, I'll make the motion.

Councilmember Hawkins- I seconded.

Mayor Warren -We got a motion by Hene, seconded by Hawkins to table this for 30 days. Y'all get together and see if you can figure this out.

City Manager, Edward Broussard – Stated because of the way that the calendar is working out, if we can be able to get this back to y'all before the 30 days. The next council meeting is in November and then we have one meeting in December. So we'll see if it can be resolved and brought back to you for your November meeting.

Kyle Kingma, Director of Planning - Okay. Should the tabling request to be to the next meeting?

Mayor Warren -So, we need to modify the motion probably.

Councilmember Hene – Stated, the revised motion is to table this until the next Council meeting in November, which is fewer than 30 days.

Councilmember Hawkins- Second.

Motion by Mayor Pro Tem Hene to table the item until the next City Council meeting; seconded by Councilmember Hawkins; motion carried 7 - 0 & approved as presented.

**Z-4** Z24-029 KTSI PROPERTIES, LLC (2409 AND 2423 EAST COMMERCE STREET)
Request that the City Council consider on appeal adoption of an Ordinance

approving a zone change from 'R-1B', Single-Family Residential District to 'M-1', Light Industrial District. The applicant is appealing the denial by the Planning and Zoning Commission. **(O-2024-94)**

Ralph Brown, 4296, County Road 427, 75708

Councilmember Wynne – Asked Mr. Brown, have you reached out to the resident that was concerned about what your plans were for the property?

Ralph Brown- Stated, “No, I did not.”

Councilmember Wynne – Asked Mr. Brown if he had identified what he was going to do with the property?

Ralph Brown – Stated, yes, we actually do a lot of business with the business across the street, ST Fastening. And we build machines for them. So, it really is just a light industrial. We have a machine shop, and having them across the street would definitely help us. And, we'd like to expand business and maybe hire a few more people, you know, using them across the street. It just opened up and it'd be a great opportunity for us.

Councilmember Curtis – Asked if he will be building on both properties 6 and 7.

Ralph Brown – Stated right now, we're just using the one side. And then the other side, the further house, that's, a gravel and body shop. So, I'm not sure. I think they live on the property. I went and spoke with them, and they're like, we have no problem. I'm not sure if they returned a letter.

Councilmember Curtis -Asked if Mr. Brown would he be building all on lot 6.

Ralph Brown- Stated, “yes, that's the larger property.

Councilmember Wynne- Asked if Mr. Brown understood all the setbacks?

Ralph Brown – Stated, “yes.”

Motion by Councilmember Wynne; seconded by Councilmember McKellar; motion carried 7 - 0 & approved as presented.

## MISCELLANEOUS

**M-1** Request that the City Council consider authorizing the City Manager to execute a Capital Improvement Project (CIP) construction contract with Reynolds and Kay, LTD for the Keaton Drainage Improvement project, Bid No. 24-014, for $4,429,876.60.

Motion by Councilmember Curtis; seconded by Councilmember McKellar; motion carried 7 - 0 & approved as presented.

**CONSENT**

(These items are considered to be routine or have been previously discussed, and can be approved in one motion, unless a Council Member asks for separate consideration of an item.)

**C-A-1** Request that the City Council consider cancelling the regularly scheduled City Council meetings of November 27, 2024, and December 25, 2024.

**C-A-2** Request that the City Council consider authorizing the City Manager to award multiple vendors for the Annual Price Agreement for Automotive and Equipment parts per bid 23-092.

**C-A-3** Request that the City Council consider authorizing the City Manager to award Action Cleaning of Tyler as the primary vendor for wash bay chemicals and repairs, and AAA Sanitation as primary vendor to clean the grit traps.

**C-A-4** Request that the City Council consider authorizing the City Manager to award Hydraulic Power as the primary vendor for hydraulic services.

**C-A-5** Request that the City Council consider authorizing the City Manager to renew multiple vendors for the Annual Price Agreement for various categories of automotive and truck services and repairs per bid 23-093.

**C-A-6** Request that the City Council consider authorizing the City Manager to purchase one (1) new International dump truck designed to haul sludge waste from Holt Truck through Sourcewell contract #060920-nvs for $252,110.73.

**C-A-7** Request that the City Council consider authorizing the City Manager to purchase the City vehicles and equipment identified from the lowest bidders.

**C-A-8** Request that the City Council consider authorizing the City Manager to sign a contract with Otis Elevator to repair and update the (2) two elevators at the Fair Plaza Garage.

**C-A-9** Request that the City Council consider authorizing the City Manager to add Addendum 3 adding the Water Service Center to the Downtown Janitorial Contract with Office Pride Janitorial.

**C-A-10** Request that the City Council consider authorizing the City Manager to award a contract in the amount of $54,875.00 to Blue Moon Roofing for the Carnegie Building Historic Gutter Replacement Project.

**C-A-11** Request that the City Council consider authorizing the City Manager to execute a Capital Improvement Project (CIP) construction contract with Reynolds and Kay, LTD for the Storm Main Replacement project, Bid No. 24-041, for $364,781.00.

**C-A-12** Request that the City Council consider approving a Reconciliation Change order in the amount of $206,919.59 approving final payment and releasing retainage in the amount of $57,065.45 to Reynolds and Kay, LTD, for the 2023 Street Reconstruction Project.

**C-A-13** Request that the City Council consider authorizing the City Manager to execute the Funding Amendment for FY 2024-25 to the Northeast Texas Public Health District Cooperative Agreement.

**C-A-14** Request that the City Council consider authorizing the City Manager to revise the funding source for the already approved 2024 Water Meter Replacement Program to be fully funded by American Rescue Plan Act of 2021 (ARPA), in the amount of $3,450,000.

**C-A-15** Request that the City Council consider authorizing the City Manager to execute Contract Change Order No. 1 - Final Reconciliatory with KSA Engineers, Inc. and Reynolds & Kay, LTD. to decrease the total contract price amount by $155,837.34 and increase the completion time by 128 calendar days for the 2022 Taxiway Alpha Rehabilitation Project at Tyler Pounds Regional Airport.

**C-A-16** Request that the City Council consider authorizing the City Manager to approve the Co-op and Sole Source Purchasing list whereby the City of Tyler can take full advantage of purchasing any and all items available through the cooperative.

**C-A-17** Request that the City Council consider authorizing the City Manager to execute a construction contract in the amount of $53,930.00 with Advanced Water Well Technologies for the Well Camera Survey Project.

**C-A-18** Request that the City Council consider authorizing the City Manager to execute the annual Interlocal Agreement with the Northeast Texas Public Health District (NETHealth) for City support services to the District for FY 2024-25.

**C-A-19** Request that the City Council consider authorizing the City Manager to approve Change Order #1 with Propipe, LLC, that will increase the contract amount by $296,000.00 for Group 7 Cleaning and Closed Circuit Television (CCTV), Bid 23-043.

Motion by Councilmember Curtis; seconded by Councilmember Wynne; motion carried 7 - 0 & approved as presented.

**CITY MANAGER'S REPORT**

1. Our Tyler Sister Cities collected $1300 in donations to be transferred to Jelenia Gora, Poland, which is one of our main Sister Cities that we have to support the relief efforts for the victim of the flooding that the city experienced in September. So, the Sister Cities Board of Directors voted to remove the donation link from the website and transfer the collected funds. And so, Tyler has been Sister Cities with Jelenia Gora since 1993 and the relationship continues to be strong today.
2. And we had all the Library staff over here earlier, but I want to kind of brag on them a little bit. Tyler Public Library has partnered with our Animal Control Department to help with the shelter's current needs. Jammer Smith reached out to, who works over at the Library, reached out to Animal Control to understand their needs for blankets and went to work. They put out a press release and established a process for intake over at the Library. The Library has 2 bins in front of the checkout desk for blanket donations, which has been seen a great response from patrons after only a few days.
3. Another item of note that the Council has taken action on and it's kind of, an EPA mandate that we have, has been on our water service line inventory. So, on October 16th, a week ago, Tyler Water Utilities completed and submitted the water service line inventory as required by the EPA. The inventory identified 142, which is 0.37% lead lines, 3843, which is 9.91% galvanized lines that may require replacement, and then 4,390, which is about 11.32% lines of unknown materials that will require further investigations. So, customers with lead service lines, galvanized steel lines, or service lines of unknown material will be notified by mail by Friday, November 15th. This week, we're also going to release a press release, an interactive map in English and Spanish, and set up media interviews on this topic. We also want to thank Jeremy Priest and Holly Wall with the GIS for their hard work and for quickly putting together their interactive map. We also have a big thank you to the Water Service Center employees themselves for manually investigating the majority of these lines and going out there. Without their effort, we would not be able to have met that deadline.
4. And then finally, I just want to note that VISIT Tyler announced last week, and we are thoroughly part of this that, Tyler is the 3rd tourism friendly city certified community for the State of Texas. Governor Abbott's office, notified us of that. And I'm very proud of the work that VISIT Tyler is doing. I know our downtown, our Main Street staff are here today. And also, you know, our park staff, and so many others do such an incredible job of making this a tourist destination for Texas. And so, we're glad that the state records recognize that. Many of the cities are putting together information to get that forward. And the fact that we were able to be the 3rd one designated, speaks highly of our community.

**EXECUTIVE SESSION –** City Council convened into executive session at 9:54 am

As allowed by the Texas Open Meetings Law, Chapter 551 of the Government Code, the City Council may go into executive session to consider the following:

Executive Session Item -1) Under Tex. Gov't Code Section 551.071, 'Litigation', to deliberate pending or contemplated litigation or settlement offer involving: Jason Hall v. City of Tyler lawsuit; Cause No. 23-0270-C.

Executive Session Item – 2) Under Tex. Gov't Code Section 551.071, 'Litigation', to deliberate pending or contemplated litigation or settlement offer involving: Liberty Utilities Corp. (Tall Timbers Sewer) and Liberty Utilities Corp. (Woodmark Sewer) v. City of Tyler and Rose City Municipal Utility District, Civil Action No. 1:19-cv-00857. 5311197

Litigation is, by its nature, an ongoing process, and questions may arise as to trial tactics, or settlement offers which need to be explained to the City Council. Upon occasion, the City Council may need information from the City Attorney as to the status of the pending or contemplated litigation and or settlement offers related to the litigation matters listed above.

Any final action to be taken by the City Council will be taken in open session.

City Council reconvened from executive session at 10:45 am with the following action taken in Open Session.

Motion by Mayor Pro Tem Hene to approve the settlement offer involving: Jason Hall v. City of Tyler lawsuit; Cause No. 23-0270-C in the amount of $80,000.00; seconded by Councilmember McKellar; motion carried 7 - 0 & approved as presented.

Motion by Mayor Pro Tem Hene to approve the settlement agreement between the City of Tyler and Liberty Utilities also known as Tall Timbers and Woodmark Sewer; seconded by Councilmember McKellar; motion carried 7 - 0 & approved as presented.

## ADJOURNMENT

Motion by Councilmember McKellar to adjourn the meeting at 10:46 am; seconded by Councilmember Wynne; motion carried 7 - 0 & meeting adjourned.

_____
**DONALD P. WARREN, MAYOR OF THE CITY OF TYLER, TEXAS**

**A T T E S T:**

_____
**CASSANDRA BRAGER, CITY CLERK**

# CITY OF TYLER
# CITY COUNCIL COMMUNICATION

**Agenda Number.** P-1

**Date:** January 8, 2025

**Subject:** Request that the City Council consider hearing a presentation on collection of Municipal Court delinquent fines and fees by Perdue, Brandon, Fielder, Collins & Mott, LLP (Perdue).

**Item Reference:**

Article 103.0031 of the Texas Code of Criminal Procedures allows for municipalities to enter a contract with a private vendor and authorizes a 30% collection fee on each case, that must be remitted to the collection agency. This rate is assessed on all â€œfirst placementâ€ accounts and is the obligation of the delinquent account holder.

Perdue started collection services on all delinquent fines and fees in the Municipal Court in January 2019, which is one of the Municipal Courtâ€™s final attempts to gain compliance. The agency utilizes its knowledge of the Municipal Court procedures and warrant process, its experience in collecting government accounts, and its access to nationwide information to contact individuals by phone and/or in writing to seek payment on delinquent accounts.

**RECOMMENDATION:**

**Request that the City Council consider hearing a presentation on collection of Municipal Court delinquent fines and fees by Perdue, Brandon, Fielder, Collins & Mott, LLP (Perdue).**

**Drafted/Recommended By:**
**Department Leader** Nicole Johnson, Court Administrator

**Edited/Submitted By:**
**City Manager**

# CITY OF TYLER
# CITY COUNCIL COMMUNICATION

**Agenda Number.** M-1

**Date:** January 8, 2025

**Subject:** Request that the City Council consider authorizing the City Manager to approve the transfer of properties that the City purchased with HOME-ARP funding located at 512 W. 32nd and 516 W. 32nd to the East Texas Cares Resources Center to address the increasing homeless population. Also, request approval of the Ordinance.

**Item Reference:**

Request that the City Council consider and approve the Ordinance, and transfer of properties that the City purchased with HOME-ARP funding to address the increasing homeless population. The transfer will involve two housing units located at 512 W. 32nd and 516 W. 32nd to the East Texas Cares Resource Center which has agreed to carry out the day-to-day operations as a temporary shelter for families and/or individuals who are a part of qualifying populations at risk of becoming homeless. These transfer efforts are important in helping to reduce and prevent homelessness.

**RECOMMENDATION:**

**Request that the City Council consider authorizing the City Manager to approve the transfer of properties that the City purchased with HOME-ARP funding to address the increasing homeless population. The transfer will involve two housing units located at 512 W. 32nd and 516 W. 32nd to the East Texas Cares Resource Center which has agreed to carry out the day-to-day operations as a temporary shelter for families and/or individuals who are a part of qualifying populations at risk of becoming homeless. These transfer efforts are important in helping to reduce and prevent homelessness.**

**Attachments:**
Agreement - East Texas Cares for 512 W. 32nd Street, HOME-ARP.
Agreement - East Texas Cares for 516 W. 32nd Street, HOME-ARP.
Definition of Transitional Housing, HOME-ARP
ORDINANCE, Home-Arp.
Non-Congregate Shelter, HOME-ARP
M-1 Council Communications Neighborhood Services Property Transfer, update.
Council Presentation_ NBS Jan. 8_ 2025 _ Temporary Shelter.ae - updated.

**Drafted/Recommended By:**
**Department Leader** Larry Everett, Community Development Manager, Neighborhood

Services Department

**Edited/Submitted By:**
**City Manager**

| | | |
|---|---|---|
| **THE STATE OF TEXAS** | § | **CITY OF TYLER** |
| | § | |
| | § | |
| **CITY OF TYLER, TEXAS** | § | **AGREEMENT** |
| | § | |
| | § | |
| **COUNTY OF SMITH** | § | **EAST TEXAS CARES RESOURCE CENTER, INC.** |

## HOME ARP (AMERICAN RESCUE PLAN) TEMPORARY SHELTER AGREEMENT

THIS ***Agreement***, made and entered into this _____ day of _____ , 2025, by and between the City of Tyler, Texas, of the County of Smith, and a municipal corporation, hereinafter termed "**CITY**", acting through the City Manager, and Executive Director of East Texas Cares Resource Center, Inc., hereinafter termed "**ORGANIZATION**" to administer a program for temporary shelter in accordance with the HOME-ARP (American Rescue Plan) funding requirements.

## RECITALS

**WHEREAS,** the **CITY** currently owns a building hereinafter described in Section 1 and termed "Real Property,"[1] located at 512 W. 32nd Street, Tyler, Texas, 75702; and

**WHEREAS,** the **CITY** desires to transfer the Real Property to **ORGANIZATION**, a nonprofit organization exempt from federal taxation under Section 501(c)(3), Internal Revenue Code of 1986, as amended; and

**WHEREAS**, the **ORGANIZATION** was incorporated on July 30, 1990, Charter/File No. 01161664, filed in the Office of the Secretary of the State of Texas;[2] and

**WHEREAS,** the purposes/goals[3] of the **ORGANIZATION** are to be exclusively educational and charitable within the meaning of Section 501(c)3 of the Internal Revenue Code; [4] and

**WHEREAS,** the **ORGANIZATION** would be best able to maintain and use the Real Property for *public purposes* herein later described; and

**WHEREAS**, Texas Local Government Code § 253.011 authorizes **CITY** to enter into an ***Agreement*** to transfer real property to a nonprofit **ORGANIZATION** whereby the nonprofit **ORGANIZATION** must use the property in a manner that primarily promotes a *public purpose* of the **CITY**; and

---

[1] *See* Exhibit(s): Exhibit A – Warranty Deed; Exhibit B – Legal Description; Exhibit C – Plat, Survey & Map.
[2] *See* Exhibit(s) Exhibit D - Articles of Incorporation; Exhibit E – Bylaws; Exhibit F – Rationale.
[3] *See* Exhibit(s) Exhibit G – Program Procedures; Exhibit H – Qualifying Population; Exhibit I - Photos
[4] *Id.*

**WHEREAS,** pursuant to § 253.011 if the nonprofit **ORGANIZATION** at any time fails to use the property in a manner that promotes the *public purposes described herein*, ownership of the property automatically reverts to the **CITY**; and

**NOW THERFORE,** for and in consideration of the mutual promises and covenants herein made and the benefits flowing to the parties hereto described in this ***Agreement***, the CITY and **ORGANIZATION** do hereby contract and agree as follows:

## SECTION 1.
## BUILDING AND SURROUNDING LOT LOCATION

The City owns a building and surrounding lot of land being Lot 21, in New City Block 500-F in the City of Tyler, of the Northchase West Addition, according to Final Plat thereof of record in **Cabinet "F", Slide 45-D** of the Plat Records of Smith County, Texas, (512 W. 32nd St.) All improvements are situated within the boundaries of the property surveyed and there are no visible or apparent encroachments, protrusions, or conflicts, except as shown. All easements and/or building setback lines are shown as per recorded plat. Evaluation of Restrictions and Easements has been limited to those provided in Section B of the Title Commitment under the GF number shown hereon.

## SECTION 2.
## AUTHORIZATION TO TRANSFER REAL PROPERTY

Texas Local Government Code, §253.011 authorizes **CITY** to enter into an ***Agreement*** to transfer real property to a nonprofit **ORGANIZATION** whereby the nonprofit **ORGANIZATION** must use the property in a manner that primarily promotes a *public purpose* of the **CITY.**

## SECTION 3.
## PUBLIC PURPOSES ORGANIZATION SHALL PROVIDE TO CITY

The puposes for which the **ORGANIZATION** is established and/or the *public purpose*s the Organization shall provide to the City are as follows:

1. Development and diversification of programs and services provided to the community; and/or

2. Assist an individual or family who lacks a fixed, regular, and adequate nighttime residence, and/or

3. Expect to serve people who are experiencing homelessness/ or on the verge of homelessness annually, and/or

4. Customize protocols for resident intake, discharge, conflict resolution, and data management, and/or

5. Aid the community in overcoming social, cultural, and economic barriers through educational programs and instructions;[5] and/or

6. Provide non-congregate shelter for those at risk of homelessness, domestic violence, sexual violence, or at risk of housing instability, and/or

[5] *Id.*

7. Establish an agreement for respectful cohabitation and program participation, promoting safety and accountability, and/or
8. Intake interview and background check documents of that individual or family who lacks a fixed, regular and adequate nighttime residence, or is at risk of imminently losing their primary nighttime residence from the "qualifying population," and/or

9. Assist temporary residents pursue educational opportunities or job training programs to help secure sustainable employment.

The parties hereby agree that the goals and functions of the Organization, as described above, promote a public purpose.

## SECTION 4.
## ORGANIZATION'S RESPONSIBILITIES

**ORGANIZATION** agrees to be solely responsible for the maintenance, appearance, preservation, restoration and care of the Real Property. The Organization agrees to comply with all applicable federal, state and local laws, including any applicable requirement to obtain and maintain a Special Use Permit to operate.

**ORGANIZATION** shall use the Real Property in a manner that primarily promotes *public purposes* of the **CITY** as described in Section 3.

**ORGANIZATION** shall apply for local "historic landmark" status, if applicable, within six (6) months of the date of the transfer of Real Property from **CITY** to **ORGANIZATION**, pursuant to the Tyler City Code.[6] Failure of the **ORGANIZATION** to make application for "historic landmark status" within the six-month period, failure of the **ORGANIZATION** to maintain the historic landmark status in effect, or failure of **ORGANIZATION** to obtain a Certificate of Appropriateness, or violation(s) of the Certificate of Appropriateness by **ORGANIZATION,** shall cause this conveyance to be null and void and the Real Property ownership shall absolutely and automatically **REVERT** to CITY pursuant to Section 6.

## SECTION 5.
## CITY'S RIGHT OF INSPECTION/RECOMMENDATION

The **CITY** shall reserve the right to inspect periodically the Real Property for the term of this ***Agreement*** and for purposes of making recommendations, including, but not limited to, authorized use, maintenance, appearance, preservation, restoration and care of the Real Property.

## SECTION 6.
## TERM OF AGREEMENT AND TERMINATION/REVERTER

The transfer of Real Property shall be unto **ORGANIZATION,** and its successors in office, as long as **ORGANIZATION** uses the property in a manner that promotes the *public purposes* described herein for the **CITY,** provided that no temporary cessation of no longer than twelve (12) consecutive weeks shall be deemed a failure in that respect; and when, in CITY's sole discretion, City determines that the **ORGANIZATION** ceases to provide and promote said *public purposes*

[6] *See* Ch. 10, Art. XI, Division A, Sec. 10-780 through 10-784 or successor.

at these premises, then this conveyance shall be null and void and the Real Property ownership shall absolutely and automatically **REVERT** without any necessity for suit or reentry to the **CITY**, its heirs or assigns; and no act or omission on the part of **CITY**, its heirs or assigns, shall be a waiver of the operation or enforcement of this condition.[7] This transfer of Real Property shall not be assignable or subsequently sold by the **ORGANIZATION** to any other entity, and any such attempted assignment or sale shall be null and void.

## SECTION 7.
## TRANSFER PRICE/CONSIDERATION

In consideration[8] of the mutual promises and covenants herein made and the benefits flowing to the parties hereto described in this ***Agreement***, **CITY** shall grant, sell, and convey unto the **ORGANIZATION** all that certain Real Property.

## SECTION 8.
## TRANSFER BY DEED

The **CITY** shall transfer the property by an appropriate instrument of transfer ("Deed"). The Special Warranty Deed shall include a provision that: (1) requires the nonprofit **ORGANIZATION** to use the Real Property in a manner that primarily promotes a *public purpose* of the **CITY**; and (2) indicates that ownership of the Real Property automatically reverts to the **CITY** if the nonprofit **ORGANIZATION** at any time fails to use the property in that manner.[9]

## SECTION 9.
## GENERAL CONDITIONS, INDEMNITY, & RELEASE OF CLAIMS

**A. TO THE EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, THEIR RESPECTIVE EMPLOYEES, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, AND THEIR OFFICERS, AGENTS, ATTORNEYS, EMPLOYEES AND REPRESENTATIVES, FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, JUDGMENTS, CAUSES OF ACTION, SUITS, INJURIES TO OR DEATH OF PERSONS, DAMAGE TO OR LOSS OF PROPERTY, AND EXPENSES, INCLUDING COURT COSTS AND ATTORNEY'S FEES AND OTHER REASONABLE COSTS, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT, BUT ONLY PROPORTIONALLY TO THE EXTENT THAT THE HARM WAS DIRECTLY CAUSED BY THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF INDEMNIFYING PARTY, ITS CONTRACTORS, SUBCONTRACTORS, ITS OFFICERS, AGENTS, ATTORNEYS, EMPLOYEES AND REPRESENTATIVES, INCLUDING ALL CAUSES OF ACTION BASED ON COMMON, CONSTITUTIONAL, OR STATUTORY LAW.**

---

[7] *See* Tex. Loc. Gov't Code Ann. § 253.011.

[8] Consideration for the transfer of Real Property shall be in the form of an ***Agreement*** between the parties that requires the nonprofit organization to use the property in a manner that primarily promotes a public purpose of the municipality. If the nonprofit organization at any time fails to use the property in that manner, ownership of the property automatically reverts to the municipality. *See* Tex. Loc. Gov't § 253.011(d).

[9] *See* Tex. Loc. Gov't Code Ann. § 253.011(e).

**B. SEVERABILITY**

If any provision herein is held by a court of competent jurisdiction to be void or unconstitutional, such holding shall not affect the remaining provisions of this agreement and the remaining provisions shall remain in full force and effect. City retains all rights and remedies to which it may be entitled, at law or in equity

**C. APPLICABLE LAW**

This Agreement shall be construed in accordance with the State of Texas laws and the City of Tyler, Texas ordinances.

**D. VENUE**

Venue for any action brought to enforce or interpret the agreement shall lie exclusively in a court of competent jurisdiction in Smith County, Texas, for actions in state court and in the Eastern District of Texas, Tyler Division, for actions in Federal Court.

**E. MODIFICATION**

This Agreement may not be modified, altered, or amended except by written instrument duly executed by both parties. Any attempted modification, alteration or amendment not duly executed by both parties shall be null and void, and of no effect.

**F. ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties and supersedes all other agreements or understandings, oral or written. This agreement shall be binding upon the parties hereto, their respective successors, and heirs and permitted assigns.

**G. ACKNOWLEDGMENT**

By signing this Agreement, Developer is certifying that the Developer has read the foregoing Agreement in its entirety and does now by the signature(s) below certify that Developer fully understands all of its terms and conditions. Developer does now execute this Agreement voluntarily and with full knowledge of its significance.

**H. NOTICES**

All notices or communications ("Notices") to be given under or pursuant to this Agreement shall be in writing, addressed to the parties at their respective addresses as set forth below, and shall be delivered by personal delivery, U.S. certified mail, postage prepaid, return receipt requested, or reputable, national, pre-paid overnight delivery service.

| | |
|---|---|
| If to the City: | City of Tyler<br>P.O. Box 2039<br>Tyler, Texas 75710<br>Attention: Larry Everett |
| If to East Texas Cares: Resources, Inc. | East Texas Cares Resources, Inc.<br>427 S. Oakland Ave.<br>Tyler, Texas 75702<br>Attention: Jeanette Calhoun |

**I. INDEPENDENT CONTRACTOR**

Nothing in this agreement creates partnership or joint venture between the parties. It is agreed for all purposes hereunder, East Texas Cares Resources, Inc., shall be an independent Contractor and shall not, with respect to its acts or omissions be deemed an agent or employee of City, and East Texas Cares Resources, Inc. shall in no manner incur any expenses or liability on behalf of City. East Texas Cares Resources, Inc. agrees it alone is responsible for all workers compensation, unemployment, taxes, health and liability for its employees and/or volunteers.

**IN WITNESS WHEREOF**, the parties to these presents have executed this Temporary Shelter Agreement is the _____ day of _____, 20_____.

**CITY AGENDA ITEM NUMBER:** _____
**DATE CITY COUNCIL APPROVED:** _____

**FOR CITY OF TYLER, TEXAS:**

BY: _____
Edward Broussard, City Manager

**ATTEST:**

BY: _____
Cassandra Brager, City Clerk

**APPROVED:**

BY: _____
City Attorney's Office

**RECOMMENDED:**

BY: _____
Larry Everett,
Community Development Manager

**FOR ORGANIZATION:**

BY: _____
Jeanette Calhoun, Executive Director
East Texas Cares Resource Center, Inc.

THE STATE OF TEXAS §
§ ORGANIZATION ACKNOWLEDGEMENT
COUNTY OF SMITH §

This instrument was acknowledged before me on this the ____day of_____, A.D., 20____, by_____.

_____
Notary Public In and For The State of Texas

My Commission Expires: _____ _____
Notary's Printed Name

# EXHIBIT A

Warranty Deed

**NOTICE OF CONFIDENTIALITY RIGHTS:**
**IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

# SPECIAL WARRANTY DEED

| | |
|---|---|
| **Date:** | January _____, 2025 |
| **Grantor:** | City of Tyler, Texas, a Municipal Corporation |
| **Grantor's Mailing Address:** | 212 N. Bonner Avenue<br>Tyler, Texas 75710 |
| **Grantee:** | East Texas Cares Resource Center, Inc., a Non-profit Organization |
| **Grantee's Mailing Address:** | 427 S. Oakland Avenue<br>Tyler, Texas 75702 |

**KNOW ALL MEN BY THESE PRESENTS:**

That the City of Tyler, Texas (GRANTOR), for and in good and valuable consideration in the form of an *Agreement* dated _____, 2025, pursuant to Texas Local Government Code Section 253.011(d), to it in hand paid by the East Texas Cares Resource Center, Inc. of Tyler, Texas (GRANTEE), the receipt and sufficiency of which is hereby acknowledged, have granted, sold, and conveyed, and by these presents do grant, sell, and convey unto said GRANTEE, subject to the restrictions, reservations, exceptions, possibility of reverter and on the covenants below stated, all that certain subject property below stated, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to GRANTEE and GRANTEE'S heirs, successors, and assigns forever.

Except for reservations from and exceptions to conveyance and warranty, GRANTOR does by this instrument bind GRANTOR and GRANTOR'S heirs, successors, and assigns to warrant and forever defend the title to Subject Property unto the said GRANTEE, GRANTEE'S heirs, successors and assigns, against every person lawfully claiming, or to claim the Subject Property, or part of the Subject Property by, through, or under the GRANTOR, but not otherwise.

This conveyance is intended to include any property interests obtained by after-acquired title.

When the context requires, singular nouns and pronouns include the plural.

**Subject Property (including any improvements):**

All that certain tract or parcel of land being all of Lot 21, in New City Block 500-F in the City of Tyler, of the Northchase West Addition, according to Final Plat thereof recorded in **Cabinet "F", Slide 45-D** of the Plat Records of Smith County, Texas, (512 W. 32nd St.) All improvements are situated within the boundaries of the property surveyed and there are no visible or apparent encroachments, protrusions, or conflicts, except as shown. All easements and/or building setback lines are shown as per recorded plat.

Evaluation of Restrictions and Easements has been limited to those provided in Section B of the Title Commitment under the GF number shown hereon.

**Reservations from and Exceptions to Conveyance and Warranty:**

GRANTOR keeps and retains all oil, gas, and all other minerals of every character and of every kind GRANTOR has together with all rights, all privileges, and all immunities relating thereto; however, GRANTOR, GRANTOR'S assigns, and GRANTOR'S successors relinquish the right to use the surface of the subject property to drill, to explore, to market, to operate, to produce, or to transport oil, gas, or other minerals from the subject property, or to use the surface in any way that interferes with GRANTEE'S use of the Subject Property.

Mineral conveyances, leases, and reservations pertaining to the subject property filed or made of record in the Deed, Land or Official Public Records of Smith County, Texas as of the date of this Deed.

Any and all validly existing dedications, covenants, conditions, restrictions, rights-of-way and easements pertaining to the subject property filed or made of record in the Deed, Plat, Land or Official Public Records of Smith County, Texas as of the date of this Deed.

Any and all zoning laws, regulations, and ordinances of municipal and/or other governmental authorities, if any, relating to the above-described property.

**Possibility of Reverter:**

But the above conveyance is made subject to the further covenant, consideration and condition that the following restrictions shall in all things be observed, followed and complied with:

> (1) the East Texas Cares Resource Center, Inc. of Tyler shall use the Subject Property in a manner that primarily promotes a *public purpose* of the **CITY,** as described in the *Agreement* dated January _____, 2025 entered into pursuant to Texas Local Government Code Section 253.011(d); and (2) indicates that ownership of the Subject Property automatically reverts to the **CITY** if the East Texas Cares Resource Center, Inc. of Tyler at any time fails to use the property in that manner.

These restrictions and conditions shall be binding on East Texas Cares Resource Center, Inc. of Tyler, its heirs, legal representatives and assigns for an indefinite period, and in case of any violation thereof the title to the premises shall, without entry or suit, immediately revert to and vest in City of Tyler, its heirs or assigns, and this conveyance shall be null and void, and City of Tyler, its heirs or assigns shall be entitled to immediate possession of the premises and their improvements; and no act or omission on the part of City of Tyler, its heirs or assigns, shall be a waiver of the operation or enforcement of this condition, provided, however, that this reversion shall not affect any mortgage or lien which may be in good faith existing on the premises or improvements.

*[Signatures on Next Page]*

GRANTOR, City of Tyler, Texas, acting herein by and through its City Manager:

**For CITY OF TYLER, TEXAS:**

By: _____
Edward Broussard, City Manager

**Approved:**

By: _____
Darin Jennings, City Engineer

THE STATE OF TEXAS §
§ ACKNOWLEDGEMENT
COUNTY OF SMITH §

This instrument was acknowledged before me on this the ____day of_____, A.D., 2025, by Edward Broussard in the capacity stated.

_____
Notary Public In and For The State of Texas

My Commission Expires: _____ _____
Notary's Printed Name

THE STATE OF TEXAS §
§
COUNTY OF SMITH §

**AFTER RECORDING RETURN TO:**

City of Tyler
Legal Department
Attn: Deborah Pullums
212 N. Border
Tyler, TX 75702

# EXHIBIT B

Legal Description

Neighborhood Services
RECEIVED

ATC
2402762

**WARRANTY DEED**

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SMITH §

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

THAT THOMPSON WOOD DEVELOPMENT, INC., A TEXAS CORPORATION, herein called "Grantor", of the State of Texas, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS, and other good and valuable consideration, to Grantor paid, and secured to be paid, by CITY OF TYLER NEIGHBORHOOD SERVICES, herein called "Grantee", of the State of Texas, as follows: CASH, the receipt and sufficiency of which is hereby acknowledged; Grantor has GRANTED, SOLD and CONVEYED, and by these presents Grantor does GRANT, SELL and CONVEY, unto the said Grantee, the following described property, to-wit:

Being all of Lot 21, New City Block 500-F, Northchase West Addition, an Addition to the City of Tyler, Texas, according to the plat thereof recorded in Cabinet F, Slide 45-D, of the Plat Records of Smith County, Texas.

This conveyance is subject to any and all mineral reservations, conveyances, rights-of-way, easements and restrictions of record affecting said property in the office of the County Clerk of Smith County, Texas.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee and Grantee's heirs, successors and assigns forever and Grantor hereby binds Grantor and Grantor's heirs, successors and assigns, to Warrant and Forever Defend, all and singular the said premises unto the said Grantee and Grantee's heirs, successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

WHEN the context requires, singular nouns and pronouns include the plural.

EXECUTED this 15th day of July, 2024.

THOMPSON WOOD DEVELOPMENT, INC., a Texas corporation

By: Edward Thompson
EDWARD THOMPSON, President

Address of Grantee:

900 West Gentry Parkway
Tyler, Texas 75702

THE STATE OF TEXAS §

COUNTY OF SMITH §

This instrument was acknowledged before me on the 15th day of July, 2024, by EDWARD THOMPSON, as President on behalf of THOMPSON WOOD DEVELOPMENT, INC., a Texas corporation.

Brenda Hampy
NOTARY PUBLIC - STATE OF TEXAS

BRENDA HAMPY
Notary Public, State of Texas
Comm. Expires 09-11-2026
Notary ID 5732077

After recording return to:

City of Tyler Neighborhood Services
900 West Gentry Parkway
Tyler, Texas 75702

**Smith County**
**Karen Phillips**
**Smith County Clerk**

---

**Document Number:** 202401020154

eRecording - Real Property

WARRANTY DEED

Recorded On: July 16, 2024 08:44 AM

Number of Pages: 3

Billable Pages: 2

---

**" Examined and Charged as Follows: "**

Total Recording: $29.00

---

********** THIS PAGE IS PART OF THE INSTRUMENT **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

| | |
|---|---|
| Document Number: | 202401020154 |
| Receipt Number: | 20240716000024 |
| Recorded Date/Time: | July 16, 2024 08:44 AM |
| User: | Adrius K |

---

**STATE OF TEXAS**
**COUNTY OF SMITH**

**I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED In the Official Records of Smith County, Texas.**

Karen Phillips
Smith County Clerk
Smith County, TX

Karen Phillips

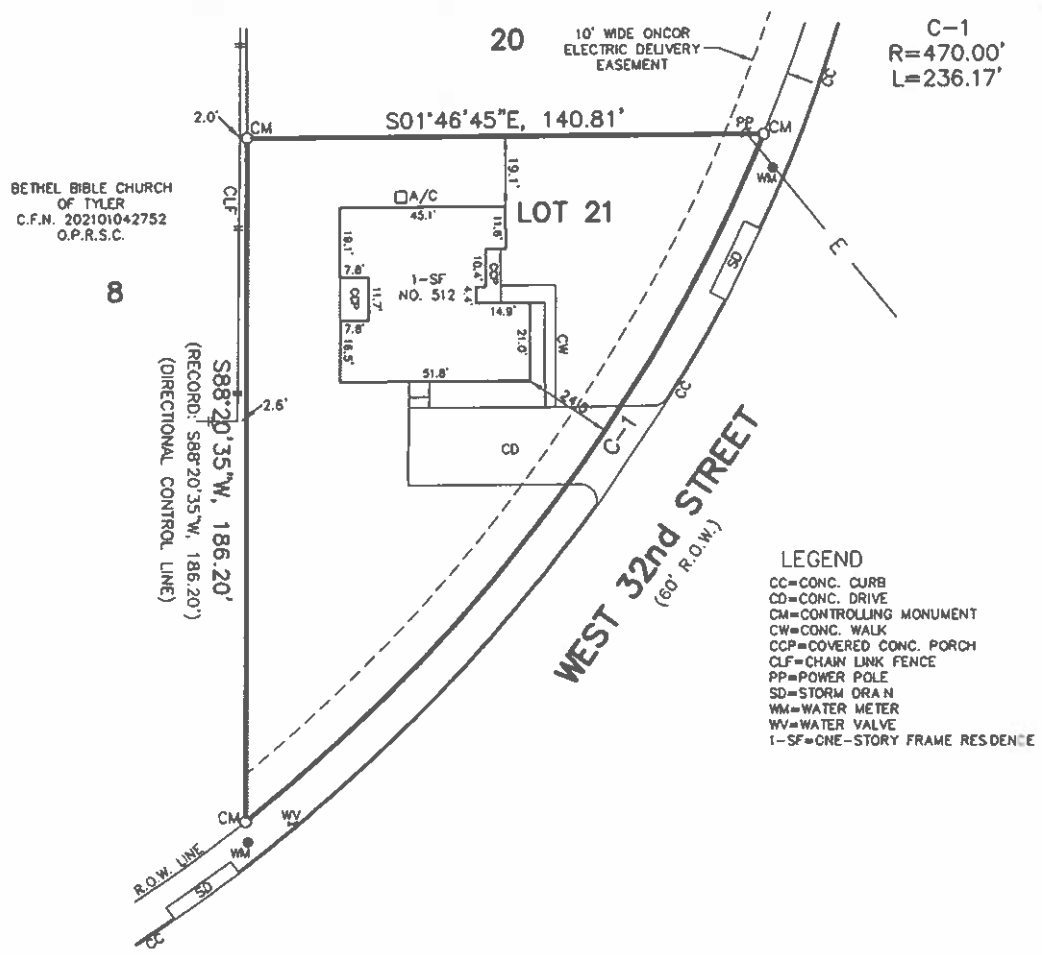
# EXHIBIT C

Plat, Survey & Map

(R.O.W. & BEARING BASIS PER PLAT, CAB. 'F', SLIDE 45-D, S.C.P.R.)

INDICATES FND. 1/2" I. ROD UNLESS OTHERWISE NOTED.

# N.C.B. 500-F




LEGEND
CC=CONC. CURB
CD=CONC. DRIVE
CM=CONTROLLING MONUMENT
CW=CONC. WALK
CCP=COVERED CONC. PORCH
CLF=CHAIN LINK FENCE
PP=POWER POLE
SD=STORM DRAIN
WM=WATER METER
WV=WATER VALVE
1-SF=ONE-STORY FRAME RESIDENCE

## PLAT OF RESIDENTIAL LOT SURVEY

I hereby certify that this plat was prepared from an actual survey made on the ground under my direction and supervision of property located at 512 West 32nd Street, Tyler, Smith County, Texas, and being further described as follows:

Being all of Lot 21, New City Block 500-F, NORTHCHASE WEST ADDITION, in the City of Tyler, according to the Final Plat thereof recorded in Cabinet 'F', Slide 45-D, of the Plat Records of Smith County, Texas.

All improvements are situated within the boundaries of the property surveyed and there are no visible or apparent encroachments, protrusions, or conflicts, except as shown. All easements and/or building setback lines are shown as per recorded plat. Evaluation of Restrictions and Easements has been limited to those provided in Schedule B of the Title Commitment under the GF number shown hereon.

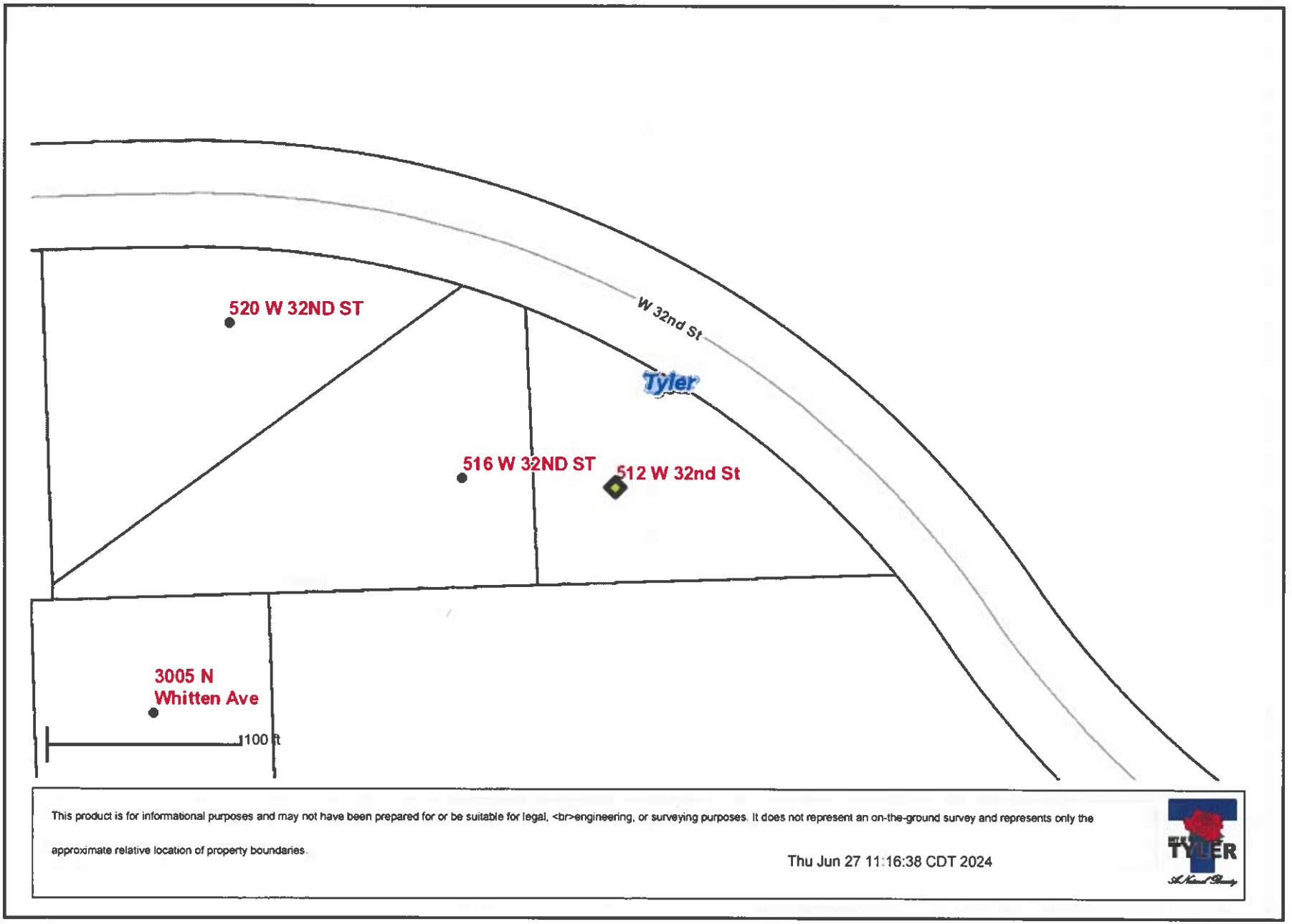
(BUYER: City of Tyler Neighborhood Services)
GF NO. 242762

Jordan Vulgamott, R.P.L.S. NO. 6613
JOB NO. 24-209 31 May 2024 Scale: 1"=40'

STATE OF TEXAS REGISTERED JORDAN VULGAMOTT 6613 PROFESSIONAL LAND SURVEYOR

**BMS TYLER SURVEYORS**
**BOB MATUSH SURVEYING, INC.**
REGISTERED PROFESSIONAL LAND SURVEYORS
2624 KENSINGTON DRIVE, SUITE 107, TYLER, TEXAS 75703 TEL. (903) 561-7287
T.B.P.E.L.S. FIRM NO. 10048200 www.bmstyler.com

JOB NO. 24-209
DATE: 31 MAY 2024
SCALE: 1"=40'


520 W 32ND ST
W 32nd St
Tyler
516 W 32ND ST
512 W 32nd St
3005 N
Whitten Ave
100 ft
This product is for informational purposes and may not have been prepared for or be suitable for legal, <br>engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
Thu Jun 27 11:16:38 CDT 2024
CITY OF TYLER


Glass Recreation Center
Black Fork Creek
North Tyler Academy
North Tyler Day Nursery
Promise Academy

# EXHIBIT D

East Texs Cares Resource Center, Inc., Articles of Incorporation

# Articles of Incorporation

# Revised May 2022

# Articles of Incorporation

# Of

# East Texas Cares Resource Center, Inc.

I, the undersigned natural person, who is of the age of eight years or more, acting as the incorporator of a corporation un the Texas Non-Profit Corporation Act, does hereby adopt following Articles of Incorporation for such corporation.

## ARTICLE ONE

1.01 The name of the Corporation is East Texas Cares Resource Center, Inc.

## ARTICLE TWO

2.01 The Corporation is a non-profit corporation

2.02 Duty to Avoid Improper distributions

Additional language to clarify dissolution clause:

Amended language as approved by the Board Monday, August 16, 2021. Should the Agency dissolve the assets are to be transferred to a similar agency or other similar organization.

## ARTICLE THREE

3.01 The period of duration of the Corporation is perpetual.

## ARTICLE FOUR

4.01 The corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that

qualify as exempt organizations under 501 (c) (3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law).

4.02 The specific purpose of the corporation is to provide service, support, and education to people with AIDS, people with ARC, HIV positive individuals, their families, friends and lovers, and the general public, such services and support to be provided in compliance with the requirements and limitations of 501(c) (3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law).

## ARTICLE FIVE

5.01 The Corporation shall not have any capital stock.

5.02 The Corporation may have members, if the By-laws shall so provide. The terms and conditions of membership in the Corporation, and the classes of members, shall be as stated in the By-Laws of the Corporation. The rights and powers of the members, and the procedures for exercising same, shall be as stated in the By-Laws.

## ARTICLE SIX

6.01 The street address of the initial registered office of the Corporation is 1320 N. Bois D'Arc, Tyler, TX 75702, and the name of the initial registered agent at such address is Dorothy Fitchett.

## ARTICLE SEVEN

7.01 The activities and affairs of the Corporation shall be managed by a Board of Directors which shall consist of no less than three directors. Each director shall be elected by the Board of Directors and shall hold office until he or she is removed by the Board of Directors, dies, resigns or until a successor is elected and qualifies.

7.02 The directors shall have such qualifications as are provided in the By-Laws and may be classified as to the term of office if the By-Laws so provide.

7.03 The Board of Directors may, by resolution, designate one or more committees which, to the extent provided in such resolution or the By-Laws, may exercise all the powers of the Board of Directors in the management of the affairs of the Corporation.

7.04 The Board of Directors may elect such officers as the Bylaws may specify, who shall have such titles, and exercise such authority as the By-Laws may provide.

7.05 The Corporation may, in its By-Laws, confer upon the Board of Directors various powers in addition to those expressly conferred upon the Board by these Articles of Incorporation or by law.

7.06 The Board of Directors may make, alter, or repeal the By-Laws of the Corporation, in the manner set in the By-Laws.

7.07 Until the Board of Directors adopts By-Laws for the corporation, all matters which these Articles of Incorporation require to be specified in By-Laws may be provided for by resolutions of the Board of Directors.

## ARTICLE EIGHT

8.01 Meetings of the Board of Directors and of the members of the Corporation, if any, shall be held in such place as the Board of Directors shall determine.

8.02 The books and records of the Corporation shall be kept at such place or places as designated by the Board of Directors.

## ARTICLE NINE

9.01 No part of the earnings of this Corporation shall inure to the benefit of, or be distributable to, its Members, Directors, Officers, or other private persons, except that the Corporation shall be authorized to pay reasonable compensation for services rendered and make payments and distributions in furtherance of the purposes set forth in Article Four hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in, any political campaign on behalf of (or in opposition to) any candidate for public office. Notwithstanding any other provision of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from Federal Income Tax under § 501 (c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law) , or by a corporation, contributions to which are deductible under §170(c) (2) of the Internal Revenue code of 1986 (or the corresponding provision of any future United States Internal Revenue law).

## ARTICLE TEN

10.01 Upon the dissolution of the Corporation, the Board of Directors shall, after paying, or making provision for the payment of, all liabilities of the Corporation, dispose of the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to such organizations organized exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as exempt organizations under §501(c) (3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United states Internal Revenue Law), as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by a Texas court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

## ARTICLE ELEVEN

11.01 The name and street address of the incorporator is Dorothy Fitchett, 1320 N. Bois D'Arc, Tyler, TX 75702. Updated address as of 2016 to 427 S. Oakland Ave, Tyler, TX 75702.

## ARTICLE TWELVE

12.01 The number of directors constituting the initial Board of Directors is three, and the names and addresses of the persons who are to serve as the initial directors are:

(a) Dorothy Fitchett
1320 N. Bois D' Arc
Tyler, TX 75702

(b) Leoma Lindsay, R.N.
P.O. Box 365
Tyler, TX 75792

(c) Chaplain Elwood Stetson
118 Samuel Street
Tyler, TX 75711

## ARTICLE THIRTEEN

13.01 The Corporation reserves the right to amend, alter, change, or repeal any provision in these Articles of Incorporation, in the manner prescribed by law.

13.02 Articles of Incorporated accordingly, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, issued certification evidencing filing effective on the date of August 3, 2020.

Articles of Incorporation Amendment resulting from Authorized name change to East Texas Cares Resource Center, Inc. effective August 3, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand, this 11 day of July, 2024.

| Jeanette Dead | Executive Director | |
|---|---|---|
| Printed Name | Title | Signature |

Page | 6STATE OF TEXAS )
)
COUNTY OF SMITH )

Before me, a notary public, on this day personally appeared, known to me to be the person whose name is, subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

Given under my hand and seal of offi9e this 11 day of July, 2024.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

MY COMMISSION EXPIRES July 6, 2026

J Michelle Harris

NOTARY PUBLIC STATE OF TEXAS
MICHELLE MORROW HARRIS
Notary ID #131594693
My Commission Expires
July 6, 2026

## ARTICLE THIRTEEN

13.01 The Corporation reserves the right to amend, alter, change, or repeal any provision in these Articles of Incorporation, in the manner prescribed by law.

13.02 Articles of Incorporated accordingly, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, issued certification evidencing filing effective on the date of August 3, 2020.

Articles of Incorporation Amendment resulting from Authorized name change to East Texas Cares Resource Center, Inc. effective August 3, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand, this 11 day of July, 2024.

| Jeanette Dean | Executive Director | Jeanette Dean |
|---|---|---|
| Printed Name | Title | Signature |

Page | 6STATE OF TEXAS )
)
COUNTY OF SMITH )

Before me, a notary public, on this day personally appeared, known to me to be the person whose name is, subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

Given under my hand and seal of offi9e this 11 day of July, 2024.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

MY COMMISSION EXPIRES July 6, 2026

Michelle Harris

MICHELLE MORROW HARRIS
Notary ID #131594693
My Commission Expires
July 6, 2026

MICHELLE MORROW HARRIS
Notary ID #131594693
My Commission Expires
July 6, 2026

Attachment A

# The State of Texas

## Secretary of State

CERTIFICATE OF INCORPORATION

OF

TYLER AIDS SERVICES, INC.
CHARTER NUMBER 01161664

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS, HEREBY CERTIFIES THAT ARTICLES OF INCORPORATION FOR THE ABOVE CORPORATION, DULY SIGNED HAVE BEEN RECEIVED IN THIS OFFICE AND ARE FOUND TO CONFORM TO LAW.

ACCORDINGLY THE UNDERSIGNED, AS SUCH SECRETARY OF STATE, AND BY VIRTUE OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS CERTIFICATE OF INCORPORATION AND ATTACHES HERETO A COPY OF THE ARTICLES OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZE THE USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW, THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED JULY 30, 1990

THE STATE OF TEXAS

A2

Secretary of State

# EXHIBIT E

East Texas Cares Resource Center, Inc. Bylaws

# Board of Directors

# Bylaws

# REVISED MAY 2022

Bylaws of East Texas Cares Resource Center, Inc.

These Bylaws govern the affairs of East Texas Cares Resource Center, Inc., a Texas registered 501(c)(3) corporation.

Legally authorized revision of the name changes as of August 3, 2020.

## Article 1: Offices

1.01 Principal Office

The Corporation's principal office in Texas will be located at 427 S. Oakland Ave, Tyler Texas 75702. The Corporation may have such other offices, in Texas or elsewhere, as the Board of Directors may determine. The Board may change the location of any office of the Corporation.

1.02 Registered Office and Registered Agent

The Corporation will maintain a registered office and registered agent in Texas. The registered office may, but need not, be identical with the Corporation's principal office in Texas. The Board may change the registered office and the registered agent as permitted in the Texas Non-Profit Corporation Act.

## Article 2: Board of Directors

2.01 Management of Corporation

The Board will manage corporate affairs.

2.02 Number and Tenure of Directors

The number of Directors will be a number determined by the Board that is not less than five (5) and not greater than fifteen (15). Directors need not be Texas residents. Each director will serve for a term of three (3) years. The directors' terms will be staggered so that the terms of one-third of the directors will begin each year. Board of Directors must not be related by marriage.

2.03 Nominating Directors

At any meeting at which the election of director is held, a director may nominate a person with the second of any other director. In addition to nominations made at meetings, a nominating committee may be appointed by the Board of Directors to consider possible nominees and make nominations for each election of directors. The secretary will include the names nominated by any such committee, and any report of the committee, with the notice of the meeting at which the election occurs.

2.04 Electing Directors

A person who meets the qualifications for director and who has been duly nominated may be elected as a director. Directors will be elected by a majority vote of the Board. Each director will hold office until a qualified successor is elected. A director may be elected to succeed himself or herself as director.

2.05 Vacancies

The Board will fill any vacancy in the Board and any director position to be filled due to an increase in the number of directors. A vacancy is filled by the affirmative vote of a majority of the remaining directors, even if it is less than a quorum of the Board, or if it a sole remaining director. A director selected to fill a vacancy will serve for the unexpired term of his or her predecessor in office.

2.06 Regular Meeting

The Board may provide for regular meetings by resolution stating the time and place of such meetings on at least a quarterly basis. The meetings may be held at the Corporation's registered office if the resolution docs do not specify the location of the meetings. No notice of regular Board meetings is required other than a Board resolution stating the time and place of the meetings.

2.07 Special Meetings

Special Board meetings may be called by, or at the request of, the chairperson or any two directors. A person or persons authorized to call special meetings of the Board may fix any place within Texas as the place for holding a special meeting. The person or persons calling a special meeting will inform the secretary of the corporation of the information to be included in the notice of the meeting. The secretary of the Corporation will give notice to the directors as these Bylaws require.

2.08 Notice

Written or printed notice of any special meeting of the Board will be delivered to each director not less than seven, nor more than 30 days before the date of the meeting. The notice will state the place, day, and time of the meeting; who called it; and the purpose or purposes for which it is called.

2.09 Quorum

A majority of the number of directors then in office constitutes n quorum for transacting business at any Board meeting. The directors prc3ent at a duly called or held meeting at which a quorum is present may, continue to transact business even if enough directors leave the meeting so that less than a quorum remails. However, no action may be approved without the

vote of at least a majority of the number of directors required for a quorum. If a quorum is never present at any time during a meeting, a majority of the directors present may adjourn and reconvene the meeting once without further notice.

2.10 Duties of Directors

Directors will discharge their duties, including any duties as committee members, in good faith, with ordinary care, and in n manner they reasonably believe to be in the Corporation's best interest. In this context, the term "ordinary care" means the care that ordinarily prudent persons in similar positions would exercise under similar circumstru1ces.

In discharging any duty imposed or power conferred on directors, directors may, in good faith, rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Corporation or another person that has been prepared presented by a variety of persons, including officers and employees of the Corporation, professional advisors or experts such as accountants or legal counsel. A director is not relying in good faith if he or she had knowledge concerning a matter in question that renders reliance unwarranted.

Directors are not deemed to have the duties of trustees of a trust with respect to the Corporation or with respect to any property held or administered by the Corporation, including property that may be subject to restrictions imposed by the donor or transfer of the property.

2.11 Duty to Avoid Improper Distributions

Directors who vote for or assent to improper distributions a.re jointly and severally liable to the Corporation for the value of improperly distributed assets, to the extent th.at, as a result of the improper distribution or distributions, the corporation lacks sufficient assets to pay its debts, obligations, and liabilities. Any distributions made when the Corporation is insolvent, other than in payment of corporate debts, or any distribution that would render the Corporation insolvent, is an improper distribution. A distribution made during liquidation without payment and disdu1rge of or provision for payment and discharge of all known debts, obligations, and liabilities is also improper. Directors present at a Board meeting at which the improper action is taken are presumed to have assented unless they dissent in writing. The written dissent must be filed with the secretary if the Corporation before adjournment of the meeting in question or mailed to the secretary by registered mail immediately after adjournment.

A director is not liable if, in voting for or assenting to a distribution, the director (I) relies in good faith and with ordinary care on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by one or more officers or employees of the Corporation; legal counsel, public accountants, or other persons as to matters the director reasonably believes are with.in the person's professional or expert competence; or a committee of the Board of which the director is not a member; (2) while acting in good faith and with ordinary care, considers the Corporation's assets to be at least that of their book value; or (3) in- determining whether the Corporati9n made adequate provision for paying, satisfying,

or discharging all of its liabilities and obligations, relied in good faith and with ordinary care on financial statements or other information concerning a person who was or became contractually obligated to satisfy or discharge some or all of these liabilities or obligations. Furthermore, directors arc protected from liability if, in exercising ordinary care, they acted in good faith and in reliance in the written opinion of an attorney for the Corporation. Directors held liable for an improper distribution are entitled to contribution from persons who accepted or received the improper distribution knowing they wel improper. Contribution is in proportion to the amount received by each such person.

2.12 Delegating Duties

Directors may select advisors and delegate duties and responsibilities to them, such as the full power to but or otherwise acquire stocks, bonds, securities, and other investments on the Corporation's behalf; and to sell, transfer, or otherwise dispose of the Corporation's assets and properties at a time and for a consideration that the advisor deems appropriate. The directors have no liability for actions taken or omitted by the advisor if the Board acts in good faith and with ordinary care in selecting the advisor. The Board may remove or replace the advisor at any time without any cause whatsoever.

2.13 Interested Directors

Contracts or transactions between directors, officers, or members who have a financial interest in the matter are not void or potentially invalid solely because the director, officer, or member is present at or participates in the meeting that authorizes-the contract or transaction, or solely because the interested party's votes are counted for the purpose. However, every director with any personal interest in the transaction, including all potential personal benefit and potential conflicts of interest must disclose all relevant information to the other members of the Board or other group authorizing the transaction. Tl1e transaction must be approved by a majority of the uninterested directors or other group with the authority to authorize the transaction.

2.14 Actions of Board of Directors

The Board will try to act by consensus. However, if a consensus is not available, the vote of a majority of directors present and voting at a meeting at which a quorum is present is enough to constitute the act of the Board., unless the act of a greater number is required by law or by some other provision of these Bylaws. A director who is present at a meeting and abstains from a vote is considered to be present and voting for the purpose of determining the Board's decision. For the purpose of determining the decision of the Board, a director who is represented by proxy in a vote is considered present.

2.15 Proxies

A director may vote by proxy. All proxies must be in writing, must bear the signature of the director giving the proxy, and must bear the date on which the proxy was executed by the director. No proxy is valid after three (3) months from the date of its execution.

2.16 Removing Directors

The Board may vote to remove a director at any time, with or without good cause. Good cause for removal of a director includes the unexcused failure to attend four consecutive Board meetings. A meeting to consider removing a director may be called and noticed following the procedures provided in these Bylaws for a special meeting of the Board of Directors. The notice of the meeting will state that the issue of possibly removing the director will be on the agenda and the notice will state the proposed cause for removal.

At the meeting, the director may present evidence of why they should not be removed and may be represented by an attorney at and before the meeting. Also, at the meeting, the Corporation will consider possible arrangements for resolving the problems that are in the mutual interest of the Corporation and the director.

A director may be removed by the affirmative vote of 2/3 of the Board that is present and voting at the meeting in person or by proxy, or by methods as approved in Article I 0.

## Article 3: Officers

3.01 Officer Positions

The Corporation's officers will be selected from the current board of directors and consist of a chairperson, vice chairperson, secretary, client advocate, fund raising chairman, a treasurer, and such assistant treasurers as are appointed by the Board. The Board may create additional officer positions, define the authority and duties of each such position, and elect or appoint persons to fill the position. The same person may hold any two or more offices, except for chairperson and secretary.

3.02 Election and Term of Office

The Corporation's officers will be appointed annually by the Board at a regular Board meeting. If officers arc not appointed at this time, they will be appointed as soon thereafter as possible.

Each officer will hold office until a successor is duly selected and qualifies. An officer may be elected to succeed himself in the same office.

3.03 Removal

Any officer elected or appointed by the Board may be removed by the Board with or without good cause. Removing an officer will be without prejudice to the officer's contractual rights, if any.

3.04 Vacancies

The Board may select a person to fill a vacancy in any office for the unexpired portion of the officer's term.

3.05 Chairperson

The chairperson is the Corporation's chief executive officer. He or she will supervise and control all of the Corporation's business and affairs and will preside at all meetings if the members and of the Board. The chairperson may execute any deeds, mortgages, bonds, contracts, or other instruments that the Board authorizes to be executed. However, the chairperson may not execute instruments on the Corporation's behalf if this power is expressly delegated to another officer or agent of the Corporation by the Board, these Bylaws, or statute. The chairperson will perform other duties prescribed by the Board and all duties incident to the office of chairperson.

3.06 Vice Chairperson

When the chairperson is absent, cannot act, or refuses to act, a vice chairperson will perform the chairperson's duties. When acting in the chairmen's place, the vice chairperson has all the powers of- and is subject to all the restrictions on the chairperson. If there is more than one vice chairperson, the vice chairperson will act for the chairperson in the order of appointment. A vice chairperson will perform n other duties as assigned by the chairperson or the Board.

3.07 Treasurer

The treasurer will

- Have charge and custody of, and be responsible for, all the Corporation's funds and securities.
- Receive and give receipts for moneys due and payable to the Corporation from any source.
- Deposit all moneys in the Corporation's name in banks, trust companies, or other depositories as these Bylaws provide or as the Board or chairperson directs.
- Write checks and disburse funds to discharge the Corporation's obligations under the guidelines set by the Board.
- Maintain the Corporations financial books and records.
- Prepare financial reports at least annually
- Perform other duties as assigned by the chairperson or the Board.
- If the Board requires, give a bond for faithfully discharging his or her duties in a sum and with surety as determined by the Board.

- Perform all of the duties incident to the office of treasurer.

3.08 Secretary

The secretary will

- Give all notices as provided in the Bylaws or as required by law.
- Take minutes of the meetings of the members and the Board and keep the minutes as part of the corporate records.
- Maintain custody of the corporate records.
- Affix the corporate seal to all documents as authorized.
- Keep a register of the mailing address of each director, officer, and employee of East Texas Cares Resource Center, Inc.
- Perform duties as assigned by the chairperson or the Board
- Perform all duties incident to the office of secretary

## Article 4: Committees

4.01 Establishing Committees

The Board may adopt a resolution establishing one or more committees delegating specific authority to a committee and appointing or removing members of a committee. A committee will include two or more directors and may include persons who are not directors. If the Board delegates any of its management authority to a committee; the majority of the committee will consist of directors. The Board may also delegate to the chairperson its power to appoint and remove members of a committee that has not been delegated any management authority of the Board. The Board may establish qualifications for membership on a committee.

Establishing a committee or delegating authority to it will not relieve the Board, or any individual director, of any responsibility imposed by these Bylaws or otherwise imposed by law. No committee has the authority of the Board to:

- Amend the articles of incorporation.
- Adopt a plan of merger or of consolidation with another corporation. Authorize the sale, lease, exchange, or mortgage of all substantially all of the Corporation's property and assets.
- Authorize voluntary dissolution of the Corporation.
- Revoke proceedings for voluntary dissolution of the Corporation.
- Adopt a plan for distributing the Corporation's assets.
- Amend, alter, or repeal these Bylaws.
- Elect, appoint, or remove a member of a committee or a director or office of the Corporation.

- Approve any transaction to which the Corporation is a party and that involves a potential conflict of interest as defined in paragraph 5 .04, below.
- Take any action outside the scope of authority delegated to it by the Board.

4.02 Authorization of Specific Committees

The following committees are authorized: An advisory Board. The Board will define the activities and scope of authority of each committee by resolution.

4.03 Terms of Office

Each committee member will continue to serve on the committee until the next annual members' meeting and until a successor is appointed. However, n committee member's term may terminate earlier if the committee is terminated, or if the member dies, ceases to qualify, resigns, or is removed as a member. A vacancy on a committee may be filled by an appointment made in the same manner as an original appointment. A person appointed to fill a vacancy on a committee will serve for the unexpired portion of the terminated committee member's term.

4.04 Chair and Vice Chair

One member of each committee will be designated as the committee chair, and another member of each committee will be designated as the vice-chair. The chair and the vice-chair will be appointed by the chairperson of the Board. The chair will call and preside over all meetings of the committee. When the chair is absent. cannot act; or refuses to act, the vice-chair will perform the chair's duties. When a vice chair acts for the chair, the vice-chair has all the powers of and is subject to all the restrictions on the chair.

4.05 Notice of Meetings

Written or printed notice of a committee meeting will be delivered to each member of a committee not less than three nor more than45 days before the date of the meeting. The notice will state the place, day, and time of the meeting. and the purpose or purposes for which it is called.

4.06 Quorum

One-half of the number of committee members constitutes a quorum for transacting business at any meeting of the committee. The committee members present at a duly called or held meeting at which a quorum is present may continue to transact business even if enough committee members leave the meeting so that less than a quorum remains.

However, no action may be approved without the vote of at least a majority of the number of committee members required for a quorum. If a quorum is never present at any time during a meeting, the chair may adjourn and reconvene the meeting once without further notice.

4.07 Actions of Committees

Committees will try to take action by consensus. However, if a consensus is not available, the vote of the majority of committee members present and voting at a meeting at which a quorum is present is enough to constitute the act of the committee unless the act of a greater number is required by statute or by some other provision of these Bylaws.

4.08 Proxies

A committee member may not vote by proxy.

4.09 Rules

Each committee may adopt its own rules, consistent with these Bylaws or with other rules that may be adopted by the Board.

## Article 5: Transactions of Corporation

5.01 Contracts

The Board may authorize any officer or agent of the Corporation to enter into a contract or execute and deliver any instrument in the name of, and on behalf of, the Corporation. This authority may be limited to a specific contract or instrument. Or it may extend to any number and types of possible contracts and instruments.

5.02 Deposits

All the Corporation's funds will be deposited to the credit of the Corporation in banks, trust companies, or other depositories th.at the Board selects.

5.03 Gifts

The Board may accept, on the Corporation's behalf, any contribution, gift. bequest or devise for the general purposes or for any special purposes of the Corporation. The Board may make gifts and give charitable contribution not prohibited by these Bylaws, the article of incorporation, state law, and provisions set out in federal tax law that must be complied with to maintain the Corporation's federal and state tax status.

5.04 Potential Conflicts of Interest

The Corporation may not make any loan to a director or officer of the Corporation. A director, officer, or committee: member of the Corporation may lend money to and otherwise transact business with the Corporation except as otherwise provided by these Bylaws, the articles of incorporation, and applicable law. Such a person transacting business with the Corporation has the same rights and obligations relating to those matters as other persons transacting business

with the Corporation. The Corporation may not borrow money from or otherwise transact business with a director, officer, or committee member of the Corporation unless the transaction is described fully in a legally binding instrument and is in the Corporation's best interests. The Corporation may not borrow money from or otherwise transact business with a member, director, officer, or committee member of Corporation without full disclosure of all relevant facts and without the Board's approval, not including the vote of any person having a personal interest in the transaction.

5.05 Prohibited Acts

As long as the Corporation exists, and except with the Board's prior approval, no director, officer, or committee member of the Corporation may:

- Do any act in violation of these Bylaws or a binding obligation of the Corporation.
- Do any act with the intention of harming the Corporation or any of its operations.
- Do any act that would make it possible or unnecessarily difficult to carry on the Corporation's intended or ordinary business.
- Receive an improper personal benefit from the operation of the Corporation.
- Use the Corporations assets, directly or indirectly, for any purpose other than carrying on the Corporation's business.
- Wrongfully transfer or dispose of Corporation property, including intangible property such as good will.
- Use the Corporations name (or any substantially similar name) or any trademark or trade name adopted by the Corporation, except on behalf of the Corporation in the ordinary course of its business.
- Disclose any of the Corporation's business practices, trade secrets, or any other information not generally known to the business community to any person not authorized to receive it.

## Article 6: Books and Records

6.01 Required Books and Records

The Corporation. will keep correct and complete books and records of accounts. The books and records include:

- A file endorsed copy of all documents filed with the Texas Secretary of State relating to the Corporation, including but not limited to the articles of incorporation, and any articles of amendment, restated articles, articles of merger, articles if consolidation, and statement of change of registered office or registered agent.
- A copy of all bylaws, including these Bylaws, and any amended versions or amendments to them.

- Minutes of the proceedings of the Board, and committees having any of the authority of the Board.
- A list of names and addresses of the directors, officers, and any committee members of the Corporation. A financial statement showing the Corporation's assets, liabilities, and net worth at the end of the three most recent fiscal years.
- A financial statement showing the Corporation's income and expenses for the three most recent fiscal years.
- All rulings, letters, and other documents relating to the Corporation's federal, state, and local tax status.
- The Corporation's federal, state, and local tax information or income-tax returns for each of the Corporation's three most recent tax years.

6.02 Inspection and Copying

Any director, officer, or committee member of the Corporation may inspect and receive copies of all the corporate's books and records required to be kept under the bylaws. Such a person may, by written request, inspect or receive copies if he or she has a proper purpose related to his or her interest in the Corporation. He or she may do so through his or her attorney or other duly authorized representative. The inspection may take place at a reasonable time, no later than five working days after the Corporation receives a proper written request. The Board may establish reasonable copying fees, which may cover the reasonable cost of materials and labor. The Corporation will provide requested copies of books or records no later than five working days after receiving a proper written reques.t along with an amount equal to the estimated cost of copying.

## Article 7: Fiscal Year

7.01 Fiscal year

The Corporation's fiscal year will begin on the first day of January and end on the last day of December each year.

## Article 8: Indemnification

8.01 When Indemnification Is Required, Permitted, and Prohibited

(A) The Corporation will indemnify a director, officer, member, committee member, employee, or agent of the Corporation who was, is, or may be named defendant or respondent in any proceeding as a result of his or her own actions or omissions within the scope of his or her official capacity in the Corporation. For the purposes of this article, an agent includes one who is or was serving at the Corporation's request as a director, officer, partner, venturer, proprietor,

trustee, partnership joint venture, solo proprietorship, trust, employee-benefit plan, or other enterprise.

(B) Tile Corporation will indemnify a person only if he or she acted in good faith and reasonably believe that his or her conduct was in the best Corporation's best interest. In case of a criminal proceeding, the person may be indemnified only if he or she has no reasonable cause to believe that the conduct was unlawful. The Corporation will not indemnify a person who is found liable to the Corporation or is found liable to another on the basis of improperly receiving a personal benefit from the Corporation. A person is conclusively considered to have been found liable in relation to any claim, issue, or matter if the person has been adjudged liable by a court of competent jurisdiction and all appeals have been exhausted. Termination of a proceeding by judgement, order, settlement, conviction, or on a plea of nolo contendere or its equivalent does not necessarily preclude indemnification by the Corporation.

(C) The Corporation will pay or reimburse expenses incurred by a director, officer, committee: member, employee, or agent of the Corporation in connection with the person's appearance as a witness or other participation in a proceeding involving or affecting the Corporation when the person is not a named defendant or respondent in the proceedings.

(D) In addition to the situations otherwise described in this paragraph, the Corporation may indemnify a director, officer, committee member, employee, or agent of the Corporation to the extent permitted by law. However, the Corporation will not indemnify any person in any situation in which indemnification is prohibited by paragraph 8.01 (A) above.

(E) The Corporation may advance expenses incurred or to be incurred in the defense of a proceeding to a person who might be eventually entitled to indemnification, even though there has been no final disposition of the proceeding. Advancement of expenses may occur only when the procedural conditions specified in paragraph 8.03 (C) below, have been satisfied. Furthermore, the Corporation will never advance expenses to a person before final disposition of a proceeding if the person is a named defendant or respondent in a proceeding brought by the Corporation or if the person is alleged to have improperly received a personal benefit or committed other willful or intentional misconduct.

8.02 Extent and Nature of Indemnity

The indemnity permitted under these Bylaws includes indemnity against judgments, penalties, (including excise and similar taxes), fines, settlements, and reasonable expenses (including attorney's fees) actually incurred in connection with the proceeding. If the proceeding was brought by or on behalf of the Corporation, the indemnification is limited to reasonable expenses actually incurred by the person in connection with the proceeding.

8.03 Procedures Relating to Indemnification Payments

(A) Before the Corporation may pay any indemnification expenses (including attorney's fees), the Corporation must specifically determine th.at indemnification is permissible, authorize indemnification, and determine that expenses to be reimbursed are reasonable, except as provided in subparagraph (c), below. The Corporation may make these determinations and decisions by any one of the following procedures.

1. A 2/3 vote of current directors who, at the time of the vote, are not named defendants or respondents in the proceeding.
2. If such a quorum cannot be obtained, by n majority vote of a committee of the Board, designated to act in the matter by a 2/3 vote of all directors, consisting solely of two or more directors who at the time of the vote are not named defendants or respondents in the proceedings.
3. Determination by special legal counsel selected by the Board by the same vote

9.03 Waiving Notice by Attendance

A person's attendance at a meeting constitutes waiver of notice of the meeting unless the person attends for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

## Article 10: Special Procedures Concerning Meetings

10.01 Meeting by Telephone

The Board of Directors, and any committee of the Corporation may hold a meeting by telephone conference. In all meetings held by telephone, matters must be arranged in such a manner that all persons participating in the meeting can hear each other; the notice of a meeting by telephone conference must state that fact that the meeting will be held by telephone as well as all other matters required to be included in the notice; and a person's participating in a conference call meeting constitutes his or her presence at the meeting.

10.02 Decision Without Meeting

Any decision required or permitted to be made at a meeting of the Board, or any committee of the Corporation may be made without a meeting. A decision without a meeting may be made if a written consent to the decision is signed by all the persons entitled to vote on the matter. The original signed consents will be placed in East Texas Cares Resource Center Inc.' s minute book and kepi with the corporate records.

Furthermore, in accordance with the articles of incorporation, action may be taken without a meeting when there are signed written consents by the number of directors or committee members whose votes would be necessary to take action at a meeting at which all such persons entitled to vote were present and voting. Each written consent must be signed and bear the

date of signature of the person signing it. A telegram, telex. cablegram, or similar transmission by a member, director, or committee member, or a photographic, facsimile, or similar reproduction of a signed writing, will be treated as an original being signed by the member, director, or committee member.

Consents must be delivered to ETC. A consent signed by fewer than all members, directors, or committee members is not effective to take the intended action unless the required number of consents are delivered to ETC within 60 days after the date that the earliest-dated consent was delivered to ETC. Delivery must be made by hand or by certified or registered mail, return receipt requested. The delivery may be made to ETC's registered office, registered agent, principal place of business, transfer agent, registrar, exchange agent, or an officer of agent having custody of books in which the relevant proceeding are recorded. If the delivery is made to ETC 's principal place business, the consent must be addressed to the chairperson or principal executive officer.

ETC will give prompt notice of the action taken to persons who do not sign consents. If the action taken requires documents to be filed with the secretary of state, the filed documents will indicate that these writ1en consent procedures were followed to authorize the action and filing.

10.03 Proxy Voting

A person authorized to exercise a proxy may not exercise the proxy unless it is delivered to the officer presiding at the meeting before the business: of the meeting begins. The secretary or other person taking the minutes of the meeting will record in the minutes the name of the person who executed the proxy and the name of the person authorized to exercise the proxy. If a person who has duly executed a proxy personally attend a meeting, the proxy will not be effective for that meeting. A proxy filed with the Secretary of ETC, or other designated officer remains in force until the first of the following occurs:

- An instrument revoking the proxy is delivered to the secretary or other designated officer.
- The proxy authority expires under the proxy's terms.
- The proxy authority expires under the terms of these Bylaws.

## Article 11: Amending Bylaws

11.01 Amending Bylaws

These bylaws may be altered, amended, or repealed, and new bylaws may be adopted by the Board of Directors. The notice of any meeting at which these bylaws are altered, amended, or repealed, or at which new bylaws are adopted will include the text of the proposed bylaw

provisions bylaw provisions as well as the text of any existing provisions proposed to be altered, amended, or repealed. Alternatively, the notice may include a fair summary of those provisions.

## Article 12: Miscellaneous Provisions

12.01 Legal Authorities Governing Construction of Bylaws

These Bylaws will be constructed under Texas Law. All references in these Bylaws to statutes, regulations, or other sources of legal authority will refer to the authorities cited, of their successors, as they may be amended from time to time.

12.02 Legal Construction

To the greatest extent possible, these Bylaws, shall be constructed to conform to all legal requirements and all requirements for obtaining and maintaining all tax exemptions that may be available to nonprofit corporations. If any bylaw provision is held invalid, illegal, or unenforceable in any respect. the invalidity, illegality or unenforceability will not affect any other provision, and the bylaws will be construed as if they had not included the invalid, illegal, or unenforceable provision.

12.03 Headings

The headings used in the bylaws are for convenience and may not be considered in construing the bylaws.

12.04 Number

A singular works include the plural, and all plural words include singular.

12.05 Seal

The Board of Directors may provide for a corporate seal in any format that is acceptable to the Board of Directors.

12.06 Power of Attorney

A person may execute any instrument related to ETC by means of a power of attorney if an original executed copy of the power of attorney is provided to the secretary to be kept with the corporate records.

12.07 Parties Bound

The bylaws will bind and inure to the benefit of the directors, officers, committee member, employees, and agents of ETC and their respective heirs, executor, administrators, legal representatives, successors, and assigns except as the bylaws otherwise provide.

12.08 Spending Limitations and Constraints

The Executive Director of ETC as appointed by the Board will have the ability to expend funds for the day-to-day operation of the agency with a spending limit of $5,000 without board approval. The agency will secure two credit cards (one issuer) to be used to manage daily operations and establish a corporate line of credit.

**CERTIFICATE OF SECRETARY**

I certify that I am the duly elected and acting secretary of East Texas Cares Resource Center, Inc. and that these Bylaws, constitute ETC 's Bylaws. These Bylaws are duly adopted at a meeting of the Board of Directors held on 5/12/22.

Mickey Slimp
Secretary – East Texas Cares Resource Center, Inc.

5/27/2022
Date

# EXHIBIT F

## Affordable Housing Concept Paper Rationale

**Affordable Housing Concept Paper**
**East Texas Cares Resource Center**

**Rationale**
With 30,000+ Smith County residents living below the poverty line, 50,000 without health insurance, and 56,000 experiencing food insecurity each year, the mission of East Texas Cares Resource Center is to strengthen communities throughout East Texas by providing food, housing, benefits, and mental health supports to marginalized members of our community, including people living with or impacted by HIV.

There is a critical shortage of affordable housing for Texans of low income. Texas rent prices increased almost 40% from 2021 to 2022. Since 2020, home prices have increased 39% in the Tyler area. When Texans spend more than half of their income on housing, they are more likely to sacrifice other necessities like healthy food and healthcare to pay the rent, and to experience unstable housing situations like evictions. Evictions lead to negative health and life outcomes, including homelessness, poverty, crime victimization, and poor mental and physical health.

As the only organization in our 14-county East Texas region specializing in supportive services for persons living with HIV, East Texas Cares Resource Center (ETCRC) has been administering supports for East Texans in need such as a food pantry and housing/health insurance assistance for three decades. East Texas Cares Resource Center is known for our food pantry, having served 227 households and 551 individuals in 2022, and ETCRC has demonstrated consistent housing assistance to ensure constituent health and safety. In the history of our organization, no ETCRC constituent has even been evicted from their home.

Because of our extensive experience with low-income housing, ETCRC proposes to purchase with HOME-ARP funds two finished homes at 512 West 32 Street and 514 that will house Tylerites who, due to their health disability of being HIV-positive, lack a fixed regular and adequate nighttime residence or are at risk of imminently losing their primary nighttime residence.

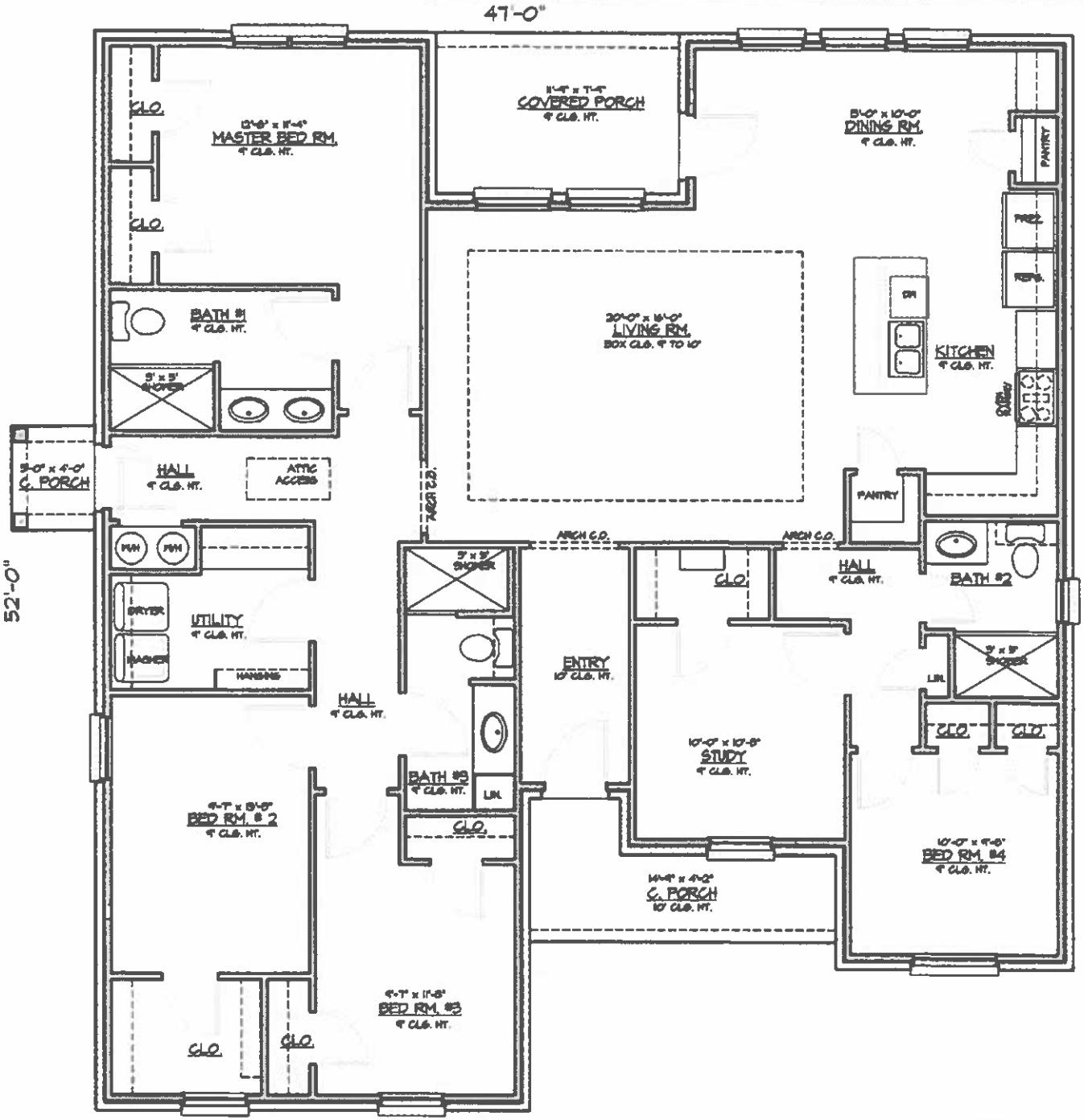
**Funds Requested**: $700,000

**Supportive Assistance Programming**
In June 2023, the U.S. Department of Health and Human Services awarded East Texas Cares Resource Center a $15,000 Rural HIV and Aging Challenge prize for our pilot program to assess the needs of rural East Texas residents who are aging with HIV regarding delivery of nutritious food, medication, health advocacy + nutrition + physical activity education, Medicare coverage education, mental health supports, access to bus/transportation, doctor appointment reminders, home repairs, daily tasks support, and more. The most frequently cited needs were for Social/mental health support groups, Transportation assistance to medical appointments and other essential services, and Assistance with daily tasks such as cooking, cleaning, and laundry.

In November 2023, the Fisch Family Foundation granted ETCRC $35,000 to fund the position of a dedicated case manager to conduct a thorough intake to determine each constituent's needs, think with them through what they are struggling with, and collaboratively develop a service plan. The case manager also will help constituents apply for eligible assistance for Medicare, SNAP, Social Security, housing vouchers, as well as HIV and Hepatitis C testing and education.

In January 2024, ETCRC will apply for a HUD Housing Opportunities for People With AIDS (HOPWA) that will provide the funds to engage residents of the HOME-ARP homes in the supportive programs above, and also will help each constituent ensure they remain housed and are moving toward more permanent housing. These HUD HOPWA funds additionally will support the operation and maintenance of the two homes through 2027.

PLAN- 2023-030




ED THOMPSON CONSTRUCTION
TYLER, TEXAS (903) 780-0360

U-BET DRAFTING & DESIGN
RUSSELL TIDWELL (903) 258-4824

# EXHIBIT G

East Texas Cares Resource Center Inc., Transitional Housing Program Procedures

# PROGRAM PROCEDURES

## Answers to City of Tyler Transitional Housing Program Questions from East Texas Cares Resource Center

**1. How many homeless people do you believe you can serve or help during your first year of operation?**

Each year, the Tyler Point-In-Time Count identifies approximately 200 people experiencing homelessness in the city. The two West 32 Street homes feature a total of 10 bedrooms. Therefore, we expect to serve at least 10 people who are experiencing homelessness/on the verge of homelessness annually. The number will be greater if we serve couples or a parent with a child.

With the reliance on public services, including an average of five emergency room visits made per year by individuals experiencing homelessness, combined with the increased risk of criminal justice system involvement, a conservative estimate of the cost to our community is $20,000 per year for each person experiencing homelessness. With this program, the community likely will recoup the investment within four years, and residents will be better positioned to more fully contribute to the community.

**2. If we purchase those homes for your agency, how would you get the home up and running? What funds would you use to get the interior set up to get the homeless program running? And how much do you think that would cost?**

The summary below details the set-up process for the program. We will be submitting a proposal on January 31 to HUD for HOPWA funds to operate this program for the next three years. A proposal will be submitted to the Meadows Foundation in February. Other funding opportunities will be identified as well.

**Goal:** Working with a case manager, transitional housing residents will identify the roots of their housing instability and then collaboratively develop and execute a plan to secure permanent housing.

**Operations Set-up:**

- **Policies and procedures:** Customize protocols for resident intake, discharge, conflict resolution, and data management.
- **Furnish the homes:** Hold a donation drive and work with Hand Up, Salvation Army, and other second-hand stores to secure furniture and household items for the homes.
- **Safety and security:** Install a security system and implement measures to ensure the physical and emotional safety of residents and staff.
- **Staff recruitment and training:** Hire qualified staff who are compassionate, skilled in working with vulnerable populations, and trained in relevant service areas.

**Program structure:**

- **Length of stay:** As little as 3 months, up to 3 years.
- **Eligibility criteria:** Intake interview and background check documents that the individual lacks a fixed regular and adequate nighttime residence or is at risk of imminently losing their primary nighttime residence, due to a health disability of being HIV-positive, fleeing domestic violence, sexual assault, or trafficking, or other financial circumstances beyond their control.

- **House expectations:** Establish agreement for respectful cohabitation and program participation, promoting safety and accountability.

**Essential services and resources:**

- **Case management:** Each resident will work with a case manager to develop individual goals, connect to resources, and monitor progress.
- **Life skills training:** Workshops and activities will equip residents with practical skills for independent living, like budgeting, cooking, and job searching.
- **Healthcare:** We will facilitate access to primary care, mental health services, and substance abuse treatment as needed.
- **Social supports:** Each home will feature a weekly house meeting, social support group, movie night, game night, and other activities.
- **Education and employment support:** We will help residents pursue educational opportunities or job training programs to secure sustainable employment.
- **Community integration:** We will encourage residents to engage with the community through volunteer opportunities, recreational activities, and social events.

**Evaluation:**

- **Regular monitoring:** Track program outcomes, resident progress, and service utilization to measure effectiveness and identify areas for improvement.
- **Community feedback:** Regularly seek feedback from residents, staff, and partnering organizations to refine the program and adjust to meet evolving needs.

**3. Would you be willing and agree to sign an MOU related to these units' referral method, management, and reporting to the City about your accomplishment so that we can submit to HUD? Would this be an issue?**
Yes, we agree to sign an MOU that commits to report on the referral method, management, and accomplishments of the transitional housing program.

**4. Would there be a person living there with the homeless, or how would you keep the property under control to keep tenants from damaging the property?**
Our proposal calls for a live-in Onsite Home Services Coordinator who will work with residents to keep the homes in good working order. We also plan to install and utilize a comprehensive security system.

**5. Would you be satisfied and sufficient with the City providing the $700,000 to purchase the two homes?**
The $700,000 will suffice to purchase the two homes.

**6. What type of homeless population would you serve?**
The transitional housing program will serve individuals who lack a fixed regular and adequate nighttime residence or are at risk of imminently losing their primary nighttime residence, due to a health disability of being HIV-positive, fleeing domestic violence, sexual assault, or trafficking, or other financial circumstances beyond their control.

# EXHIBIT H

HOME-ARP Qualifying Populations Definitions
&
Temporary and/or Transitional Housing Definitions

HOME ARP



# HOME-ARP Qualifying Populations

## CoC/ESG Eligible Participants Comparison

January 2023

# Comparison of HOME-ARP qualifying populations vs. CoC/ESG eligible participants

**Purpose**

This document compares the HOME-ARP qualifying populations (QPs) and the eligible participants for the Emergency Solutions Grant (ESG) and Continuum of Care (CoC) programs. Participating Jurisdictions (PJs) may choose to use HOME-ARP funds to further their existing efforts to reduce and prevent homelessness. It is important that PJs understand the differences between the populations currently served by homeless service providers and populations that qualify as HOME-ARP QPs. In addition, HOME-ARP permits the use of the CoC's Coordinated Entry (CE) system(s) as a referral method if certain conditions are met. PJs should understand how the populations covered by the standard CE system differ from HOME-ARP QPs before making decisions about referral methods, including whether and how to expand CE for HOME-ARP projects and activities. For more information on HOME-ARP referral methods, please see **Understanding HOME-ARP Preferences, Referral Methods, and Allocation Plan Requirements**, **Using HOME-ARP Referral Methods**, and **Introduction to HOME-ARP Referral Methods and Coordinated Entry** on the HUD Exchange.

**HOME-ARP Qualifying Populations**

1. Homeless—as defined in 24 CFR 91.5 *Homeless* (1), (2), (3)
2. At risk of homelessness—as defined in 24 CFR 91.5 *At risk of homelessness*
3. Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking—as defined by the U.S. Department of Housing and Urban Development (HUD)
4. Other Populations—those who do not qualify under the other three QP definitions but meet one of the Other Populations criteria identified in Section IV of the HOME-ARP Notice.

**ESG and CoC Eligible Participants**

1. Persons experiencing homelessness—as defined in 24 CFR 578.3 and 576.2
2. Persons at risk of homelessness—as defined in 24 CFR 578.3 and 576.2

**The populations served by ESG and CoC programs are a subset of the HOME-ARP QPs.**

# Comparison of HOME-ARP qualifying populations vs. CoC/ESG eligible participants

| HOME-ARP QPs | CoC/ESG eligible participants | Comparison |
|---|---|---|
| Homeless, as defined in 24 CFR 91.5 *Homeless* (1), (2), or (3), which aligns with the CoC/ESG definition with one exception. | Homeless, as defined in 24 CFR 578.3 and 576.2. | HOME-ARP QPs and CoC/ESG program participants share many attributes, with one exception: Category 4 as defined in 24 CFR 578.3 and 576.2, *people fleeing or attempting to flee domestic violence*, is not included in the HOME-ARP QP homeless definition. More information below. |
| At risk of homelessness, as defined in 24 CFR 91.5, which aligns with the CoC/ESG definition. | At risk of homelessness, as defined in 24 CFR 578.3 and 576.2. | No differences. These programs serve the same populations at risk of homelessness. |
| Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined by HUD in 24 CFR 5.2003 and Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7102). | Homeless, category 4 as defined in 24 CFR 578.3: Any individual or family who: (i) is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; (ii) Has no other residence; and (iii) Lacks the resources or support networks to obtain other permanent housing. | The definition of HOME-ARP QP is broader than the CoC/ESG definition of eligible participants.<br><br>The HOME-ARP QP includes *persons fleeing or attempting to flee human trafficking,* which includes both sex and labor trafficking, as outlined in the Trafficking Victims Protection Act of 2000, as amended (22 USC 7102).<br><br>HOME-ARP eliminates the CoC/ESG requirement that an individual or family:<br>• has no other residence; and<br>• lacks resources or support networks<br><br>PJs must consider the domestic violence/sexual assault/trafficking QP a separate population from the homeless population. |

# Comparison of HOME-ARP qualifying populations vs. CoC/ESG eligible participants

| HOME-ARP QPs | CoC/ESG eligible participants | Comparison |
|---|---|---|
| Other Populations: Other families, defined as households who have previously been qualified as "homeless" under 24 CFR 91.5, are currently housed due to temporary or emergency assistance, **and** who need additional housing assistance or supportive services to avoid a return to homelessness. | No equivalent definition. | Households under this HOME-ARP QP might be currently served in a homeless service program or considered homeless under the CoC/ESG definition, depending on the temporary or emergency assistance being provided. |
| Other Populations: At greatest risk of housing instability, defined as households who meet either (i) or (ii) below:<br>i. have annual incomes less than or equal to 30% Annual Median Income (AMI) and experience severe housing cost burden (pay more than 50% of monthly income toward housing); or<br>ii. have annual incomes less than or equal to 50% AMI and meet one of seven housing instability conditions from the QP definition established at 24 CFR 91.5: *At risk of homelessness*, paragraph (iii), and outlined in the HOME-ARP Notice. | At risk of homelessness as defined in Notice CPD-20-08 Waivers and Alternative Requirements for the ESG Program Under the CARES Act.<br><br>CPD-20-08 **temporarily**[1] expanded the income limit in the definition of *at risk of homelessness*, as defined in 24 CFR 576.2, paragraph (1)(i), to 50% AMI for ESG-CV and annual ESG funds used to prevent, prepare for, and respond to coronavirus.<br><br>Persons must also lack sufficient resources or support networks to prevent them from moving to an emergency shelter or another place described under the "homeless" definition in accordance with 24 CFR 576.2 (ii) AND must meet one of the conditions in (iii). | At greatest risk of housing instability (i) is different than the ESG/CoC at risk of homelessness definitions which does not include the condition *experiencing severe cost burden*.<br><br>At greatest risk of housing instability (ii) and the CPD-20-08 **temporarily** expanded definition of *at risk of homelessness* serve the same populations.<br><br>The expanded income eligibility ends on 9/30/2023 for ESG-CV funds and 6/30/2024 for reallocated ESG-CV funds as outlined in Notice CPD-22-06. |

[1] This wavier for homeless prevention eligibility is in effect for ESG-CV funds. The expanded income eligibility ends on 9/30/2023 for ESG-CV funds and 6/30/2024 for reallocated ESG-CV funds (Notice CPD-22-06). The expanded income eligibility for annual ESG funds used to prevent, prepare for and respond to coronavirus expired on 9/30/2022.

## Comparison of HOME-ARP qualifying populations vs. CoC/ESG eligible participants

| HOME-ARP QPs | CoC/ESG eligible participants | Comparison |
|---|---|---|
| Veterans and families that include a veteran family member that meet the definition of a QP. | Veterans experiencing homelessness. | No difference. Both programs serve veterans when that veteran or their household qualifies under the existing criteria. |

**Additional Resources**

This crosswalk is part of a series of documents that can be used together or separately to assist PJs in making informed decisions about HOME-ARP projects and activities in which there are ESG or CoC program funds. The two other crosswalks in this series are:

**HOME-ARP Eligible Activities: CoC/ESG Housing and Services Crosswalk** provides an overview of how HOME-ARP eligible activities differ from the housing and services provided through the ESG and CoC programs. Understanding these differences will allow PJs to consider whether program design changes are necessary to ensure that a project proposed by a CoC or homeless service provider will meet HOME-ARP requirements.

**Homeless Housing and Services Funding Crosswalk** provides an overview of common funding sources for housing and services for persons at risk of or experiencing homelessness and other special populations. This overview of existing resources will assist PJs with the review of proposed HOME-ARP projects and activities, in particular those that layer funding from multiple sources.

*This material is based upon work supported, in whole or in part, by Federal award number Z-21-TA-MD-0001 awarded to Abt Associates, Inc by the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. Neither the United States Government, nor any of its employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately-owned rights. Reference herein to any individuals, agencies, companies, products, process, services, service by trade name, trademark, manufacturer, or otherwise does not constitute or imply an endorsement, recommendation, or favoring by the author(s), contributor(s), the U.S. Government or any agency thereof. Opinions contained herein are those of the author(s) and do not necessarily reflect the official position of, or a position that is endorsed by, HUD or any Federal agency.*






# Temporary and/or Transitional Housing

(Definition)

**Temporary Housing** Temporary Housing refers to a time-limited housing project where households experiencing homelessness or fleeing domestic violence may stay and receive shelter and supportive services that are designed to enable individuals to move into permanent housing. Temporary Housing may be site-based or scattered-site. There are three types of Temporary Housing recognized by the TX BoS CoC at this time: Emergency Shelter (ES), Inclement Weather Emergency Shelter (IWES), and Transitional Housing (TH).

**Emergency Shelter** (ES) is a temporary shelter designed to assist with an individual's or family's immediate housing crisis. ES may be site-based, e.g., a standard shelter building, or scattered-site, e.g., hotel vouchers or master-leased apartment units, and serve only those households that are literally homeless (Category 1 of the HEARTH Act definition of "homeless") or fleeing domestic violence (Category 4 of the HEARTH Act definition of "homeless"). Households should not be denied access to ES due to lack of identification/proof of residency, unless required to produce this documentation by a supplemental funding source.

**Inclement Weather Emergency Shelter** (IWES) is a temporary shelter designed to assist with an individual's or family's immediate housing crisis, typically during inclement weather, e.g., extreme cold, extreme heat, or a severe weather event. Because IWES is typically only available during severe weather events, the location/type of shelter may not be consistent each time it is made available.

**Transitional Housing** (TH) refers to a time-limited temporary housing project where households experiencing homelessness or fleeing domestic violence may stay and receive supportive services that are designed to enable individuals to move into permanent housing.

# EXHIBIT I

Photos of 512 W. 32nd Street


512





# EXHIBIT J

Property Details

# Property Detail

Account Number: **150000050006021000**
Tax Year: **2024** Change Year: **2024**

Tax History | Print This Page | Map It | Search Results

## Ownership Information

| | |
|---|---|
| YEAR | 2024 |
| PIN NUMBER | R204535 |
| ACCOUNT NUMBER | 1-50000-0500-06-021000 |
| OWNER | TYLER CITY OF NEIGHBORHOOD SERVICES |
| IN CARE OF | |
| ADDRESS | 900 W GENTRY PKWY |
| CITY | TYLER |
| STATE | TX |
| ZIP | 75702-0000 |

## Certified Values

| | | |
|---|---|---|
| IMPROVEMENT VALUE | (+) | $341,069 |
| LAND VALUE | (+) | $11,400 |
| MARKET VALUE | (=) | **$352,469** |

## Jurisdictions

| | |
|---|---|
| COUNTY | SMITH COUNTY |
| CITY | CITY OF TYLER |
| ISD | TYLER ISD |
| COLLEGE | TYLER JR. COLLEGE |

## Estimated Tax Information*

| | |
|---|---|
| COUNTY | $0.00 |
| CITY | $0.00 |
| ISD | $0.00 |
| COLLEGE | $0.00 |
| **TOTAL TAX** | **$0.00** |

* For Actual Tax Levy contact Gary Barber Tax Assessor/Collector at (903) 590-2920.
Tax amounts shown are only Estimates prepared by Smith County Appraisal District.

## Legal Information

| | |
|---|---|
| LOCATION | 512 W 32ND ST |
| MAP NUMBER | 06060 |
| MAP GRID | I-15.3A |
| ABSTRACT | NORTHCHASE WEST ADDN |
| SUBDIVISION | NORTHCHASE WEST ADDN |
| SECTION | |
| BLOCK/LOT/TRACT | BLOCK 500-F LOT 21 |
| ACRES | 0.354 |

2024 Notice of Appraised Value

## Deed Information

| | |
|---|---|
| RECORDING DATE | 7/16/2024 |
| INSTRUMENT | WD 20154 |
| VOLUME NUMBER | |
| PAGE NUMBER | |

## Exemptions

HOMESTEAD APPLICATION
DOWNLOAD HOMESTEAD APPLICATION (PDF)
TOTAL EXEMPTION

* For privacy reasons not all exemptions are shown online.

## Dwelling Information

| # | DESCRIPTION | YEAR | CONDITION | SQFT | CONSTRUCTION | BATHS | FIREPLACE | MH LABEL | MH SERIAL NUM | HVAC |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | RESIDENCE (PRI) | 2023 | EXCELLENT | 2005 | MASONITE | 3 | | | | CNTRL |

| | | |
|---|---|---|
| THE STATE OF TEXAS | § | CITY OF TYLER |
| CITY OF TYLER, TEXAS | § | AGREEMENT |
| COUNTY OF SMITH | § | EAST TEXAS CARES RESOURCE CENTER, INC. |

## HOME ARP (AMERICAN RESCUE PLAN) TEMPORARY SHELTER AGREEMENT

THIS ***Agreement***, made and entered into this _____ day of _____, 2025, by and between the City of Tyler, Texas, of the County of Smith, and a municipal corporation, hereinafter termed "**CITY**", acting through the City Manager, and Executive Director of East Texas Cares Resource Center, Inc., hereinafter termed "**ORGANIZATION**" to administer a program for temporary shelter in accordance with the HOME-ARP (American Rescue Plan) funding requirements.

## RECITALS

**WHEREAS,** the **CITY** currently owns a building hereinafter described in Section 1 and termed "Real Property,"[1] located at 516 W. 32nd Street, Tyler, Texas, 75702; and

**WHEREAS,** the **CITY** desires to transfer the Real Property to **ORGANIZATION**, a nonprofit organization exempt from federal taxation under Section 501(c)(3), Internal Revenue Code of 1986, as amended; and

**WHEREAS**, the **ORGANIZATION** was incorporated on July 30, 1990, Charter/File No. 01161664, filed in the Office of the Secretary of the State of Texas;[2] and

**WHEREAS,** the purposes/goals[3] of the **ORGANIZATION** are to be exclusively educational and charitable within the meaning of Section 501(c)3 of the Internal Revenue Code; [4] and

**WHEREAS,** the **ORGANIZATION** would be best able to maintain and use the Real Property for *public purposes* herein later described; and

**WHEREAS**, Texas Local Government Code § 253.011 authorizes **CITY** to enter into an ***Agreement*** to transfer real property to a nonprofit **ORGANIZATION** whereby the nonprofit **ORGANIZATION** must use the property in a manner that primarily promotes a *public purpose* of the **CITY**; and

**WHEREAS,** pursuant to § 253.011 if the nonprofit **ORGANIZATION** at any time fails to use the property in a manner that promotes the *public purposes described herein*, ownership of the property automatically reverts to the **CITY**; and

---

[1] *See* Exhibit(s): Exhibit A – Warranty Deed; Exhibit B – Legal Description; Exhibit C – Plat, Survey & Map.
[2] *See* Exhibit(s) Exhibit D - Articles of Incorporation; Exhibit E – Bylaws; Exhibit F – Rationale.
[3] *See* Exhibit(s) Exhibit G – Program Procedures; Exhibit H – Qualifying Population; Exhibit I - Photos
[4] *Id.*

**NOW THERFORE**, for and in consideration of the mutual promises and covenants herein made and the benefits flowing to the parties hereto described in this ***Agreement***, the CITY and **ORGANIZATION** do hereby contract and agree as follows:

## SECTION 1.
## BUILDING AND SURROUNDING LOT LOCATION

The City owns a building and surrounding lot of land being Lot 21, in New City Block 500-F in the City of Tyler, of the Northchase West Addition, according to Final Plat thereof of record in **Cabinet "F", Slide 45-D** of the Plat Records of Smith County, Texas, (512 W. 32nd St.) All improvements are situated within the boundaries of the property surveyed and there are no visible or apparent encroachments, protrusions, or conflicts, except as shown. All easements and/or building setback lines are shown as per recorded plat. Evaluation of Restrictions and Easements has been limited to those provided in Section B of the Title Commitment under the GF number shown hereon.

## SECTION 2.
## AUTHORIZATION TO TRANSFER REAL PROPERTY

Texas Local Government Code, §253.011 authorizes **CITY** to enter into an ***Agreement*** to transfer real property to a nonprofit **ORGANIZATION** whereby the nonprofit **ORGANIZATION** must use the property in a manner that primarily promotes a *public purpose* of the **CITY.**

## SECTION 3.
## PUBLIC PURPOSES ORGANIZATION SHALL PROVIDE TO CITY

The puposes for which the **ORGANIZATION** is established and/or the *public purpose*s the Organization shall provide to the City are as follows:

1. Development and diversification of programs and services provided to the community; and/or

2. Assist an individual or family who lacks a fixed, regular, and adequate nighttime residence, and/or

3. Expect to serve people who are experiencing homelessness/ or on the verge of homelessness annually, and/or

4. Customize protocols for resident intake, discharge, conflict resolution, and data management, and/or

5. Aid the community in overcoming social, cultural, and economic barriers through educational programs and instructions;[5] and/or

6. Provide non-congregate shelter for those at risk of homelessness, domestic violence, sexual violence, or at risk of housing instability, and/or

[5] *Id.*

7. Establish an agreement for respectful cohabitation and program participation, promoting safety and accountability, and/or
8. Intake interview and background check documents of that individual or family who lacks a fixed, regular and adequate nighttime residence, or is at risk of imminently losing their primary nighttime residence from the "qualifying population," and/or

9. Assist temporary residents pursue educational opportunities or job training programs to help secure sustainable employment.

The parties hereby agree that the goals and functions of the Organization, as described above, promote a public purpose.

## SECTION 4.
## ORGANIZATION'S RESPONSIBILITIES

**ORGANIZATION** agrees to be solely responsible for the maintenance, appearance, preservation, restoration and care of the Real Property. The Organization agrees to comply with all applicable federal, state and local laws, including any applicable requirement to obtain and maintain a Special Use Permit to operate.

**ORGANIZATION** shall use the Real Property in a manner that primarily promotes *public purposes* of the **CITY** as described in Section 3.

**ORGANIZATION** shall apply for local "historic landmark" status, if applicable, within six (6) months of the date of the transfer of Real Property from **CITY** to **ORGANIZATION**, pursuant to the Tyler City Code.[6] Failure of the **ORGANIZATION** to make application for "historic landmark status" within the six-month period, failure of the **ORGANIZATION** to maintain the historic landmark status in effect, or failure of **ORGANIZATION** to obtain a Certificate of Appropriateness, or violation(s) of the Certificate of Appropriateness by **ORGANIZATION,** shall cause this conveyance to be null and void and the Real Property ownership shall absolutely and automatically **REVERT** to CITY pursuant to Section 6.

## SECTION 5.
## CITY'S RIGHT OF INSPECTION/RECOMMENDATION

The **CITY** shall reserve the right to inspect periodically the Real Property for the term of this ***Agreement*** and for purposes of making recommendations, including, but not limited to, authorized use, maintenance, appearance, preservation, restoration and care of the Real Property.

## SECTION 6.
## TERM OF AGREEMENT AND TERMINATION/REVERTER

The transfer of Real Property shall be unto **ORGANIZATION,** and its successors in office, as long as **ORGANIZATION** uses the property in a manner that promotes the *public purposes* described herein for the **CITY,** provided that no temporary cessation of no longer than twelve (12) consecutive weeks shall be deemed a failure in that respect; and when, in CITY's sole discretion, City determines that the **ORGANIZATION** ceases to provide and promote said *public purposes* at these premises, then this conveyance shall be null and void and the Real

[6] *See* Ch. 10, Art. XI, Division A, Sec. 10-780 through 10-784 or successor.

Property ownership shall absolutely and automatically **REVERT** without any necessity for suit or reentry to the **CITY**, its heirs or assigns; and no act or omission on the part of **CITY**, its heirs or assigns, shall be a waiver of the operation or enforcement of this condition.[7] This transfer of Real Property shall not be assignable or subsequently sold by the **ORGANIZATION** to any other entity, and any such attempted assignment or sale shall be null and void.

## SECTION 7.
## TRANSFER PRICE/CONSIDERATION

In consideration[8] of the mutual promises and covenants herein made and the benefits flowing to the parties hereto described in this ***Agreement***, **CITY** shall grant, sell, and convey unto the **ORGANIZATION** all that certain Real Property.

## SECTION 8.
## TRANSFER BY DEED

The **CITY** shall transfer the property by an appropriate instrument of transfer ("Deed"). The Special Warranty Deed shall include a provision that: (1) requires the nonprofit **ORGANIZATION** to use the Real Property in a manner that primarily promotes a *public purpose* of the **CITY**; and (2) indicates that ownership of the Real Property automatically reverts to the **CITY** if the nonprofit **ORGANIZATION** at any time fails to use the property in that manner.[9]

## SECTION 9.
## GENERAL CONDITIONS, INDEMNITY, & RELEASE OF CLAIMS

**A. TO THE EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, THEIR RESPECTIVE EMPLOYEES, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, AND THEIR OFFICERS, AGENTS, ATTORNEYS, EMPLOYEES AND REPRESENTATIVES, FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, JUDGMENTS, CAUSES OF ACTION, SUITS, INJURIES TO OR DEATH OF PERSONS, DAMAGE TO OR LOSS OF PROPERTY, AND EXPENSES, INCLUDING COURT COSTS AND ATTORNEY'S FEES AND OTHER REASONABLE COSTS, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT, BUT ONLY PROPORTIONALLY TO THE EXTENT THAT THE HARM WAS DIRECTLY CAUSED BY THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF INDEMNIFYING PARTY, ITS CONTRACTORS, SUBCONTRACTORS, ITS OFFICERS, AGENTS, ATTORNEYS, EMPLOYEES AND REPRESENTATIVES, INCLUDING ALL CAUSES OF ACTION BASED ON COMMON, CONSTITUTIONAL, OR STATUTORY LAW.**

---

[7] *See* Tex. Loc. Gov't Code Ann. § 253.011.

[8] Consideration for the transfer of Real Property shall be in the form of an ***Agreement*** between the parties that requires the nonprofit organization to use the property in a manner that primarily promotes a public purpose of the municipality. If the nonprofit organization at any time fails to use the property in that manner, ownership of the property automatically reverts to the municipality. *See* Tex. Loc. Gov't § 253.011(d).

[9] *See* Tex. Loc. Gov't Code Ann. § 253.011(e).

**B. SEVERABILITY**

If any provision herein is held by a court of competent jurisdiction to be void or unconstitutional, such holding shall not affect the remaining provisions of this agreement and the remaining provisions shall remain in full force and effect. City retains all rights and remedies to which it may be entitled, at law or in equity

**C. APPLICABLE LAW**

This Agreement shall be construed in accordance with the State of Texas laws and the City of Tyler, Texas ordinances.

**D. VENUE**

Venue for any action brought to enforce or interpret the agreement shall lie exclusively in a court of competent jurisdiction in Smith County, Texas, for actions in state court and in the Eastern District of Texas, Tyler Division, for actions in Federal Court.

**E. MODIFICATION**

This Agreement may not be modified, altered, or amended except by written instrument duly executed by both parties. Any attempted modification, alteration or amendment not duly executed by both parties shall be null and void, and of no effect.

**F. ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties and supersedes all other agreements or understandings, oral or written. This agreement shall be binding upon the parties hereto, their respective successors, and heirs and permitted assigns.

**G. ACKNOWLEDGMENT**

By signing this Agreement, Developer is certifying that the Developer has read the foregoing Agreement in its entirety and does now by the signature(s) below certify that Developer fully understands all of its terms and conditions. Developer does now execute this Agreement voluntarily and with full knowledge of its significance.

**H. NOTICES**

All notices or communications ("Notices") to be given under or pursuant to this Agreement shall be in writing, addressed to the parties at their respective addresses as set forth below, and shall be delivered by personal delivery, U.S. certified mail, postage prepaid, return receipt requested, or reputable, national, pre-paid overnight delivery service.

| | |
|---|---|
| If to the City: | City of Tyler<br>P.O. Box 2039<br>Tyler, Texas 75710<br>Attention: Larry Everett |
| If to East Texas Cares: Resources, Inc. | East Texas Cares Resources, Inc.<br>427 S. Oakland Ave.<br>Tyler, Texas 75702<br>Attention: Jeanette Calhoun |

**I. INDEPENDENT CONTRACTOR**

Nothing in this agreement creates partnership or joint venture between the parties. It is agreed for all purposes hereunder, East Texas Cares Resources, Inc., shall be an independent Contractor and shall not, with respect to its acts or omissions be deemed an agent or employee of City, and East Texas Cares Resources, Inc. shall in no manner incur any expenses or liability on behalf of City. East Texas Cares Resources, Inc. agrees it alone is responsible for all workers compensation, unemployment, taxes, health and liability for its employees and/or volunteers.

**IN WITNESS WHEREOF**, the parties to these presents have executed this Temporary Shelter Agreement is the _____ day of _____, 20_____.

**CITY AGENDA ITEM NUMBER:** _____
**DATE CITY COUNCIL APPROVED:** _____

**FOR CITY OF TYLER, TEXAS:**

BY: _____
Edward Broussard, City Manager

**ATTEST:**

BY: _____
Cassandra Brager, City Clerk

**APPROVED:**

BY: _____
City Attorney's Office

**RECOMMENDED:**

BY: _____
Larry Everett,
Community Development Manager

**FOR ORGANIZATION:**

BY: _____
Jeanette Calhoun, Executive Director
East Texas Cares Resource Center, Inc.

THE STATE OF TEXAS §
§ ORGANIZATION ACKNOWLEDGEMENT
COUNTY OF SMITH §

This instrument was acknowledged before me on this the _____day of_____, A.D., 20____, by_____.

_____
Notary Public In and For The State of Texas

My Commission Expires: _____ _____
Notary's Printed Name

# EXHIBIT A

Warranty Deed

**NOTICE OF CONFIDENTIALITY RIGHTS:**
**IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

# SPECIAL WARRANTY DEED

**Date:** January _____, 2025

**Grantor:** City of Tyler, Texas, a Municipal Corporation

**Grantor's Mailing Address:** 212 N. Bonner Avenue
Tyler, Texas 75710

**Grantee:** East Texas Cares Resource Center, Inc., a Non-profit Organization

**Grantee's Mailing Address:** 427 S. Oakland Avenue
Tyler, Texas 75702

**KNOW ALL MEN BY THESE PRESENTS:**

That the City of Tyler, Texas (GRANTOR), for and in good and valuable consideration in the form of an *Agreement* dated _____, pursuant to Texas Local Government Code Section 253.011(d), to it in hand paid by the East Texas Cares Resource Center, Inc. of Tyler, Texas (GRANTEE), the receipt and sufficiency of which is hereby acknowledged, have granted, sold, and conveyed, and by these presents do grant, sell, and convey unto said GRANTEE, subject to the restrictions, reservations, exceptions, possibility of reverter and on the covenants below stated, all that certain subject property below stated, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to GRANTEE and GRANTEE'S heirs, successors, and assigns forever.

Except for reservations from and exceptions to conveyance and warranty, GRANTOR does by this instrument bind GRANTOR and GRANTOR'S heirs, successors, and assigns to warrant and forever defend the title to Subject Property unto the said GRANTEE, GRANTEE'S heirs, successors and assigns, against every person lawfully claiming, or to claim the Subject Property, or part of the Subject Property by, through, or under the GRANTOR, but not otherwise.

This conveyance is intended to include any property interests obtained by after-acquired title.

When the context requires, singular nouns and pronouns include the plural.

**Subject Property (including any improvements):**

All that certain tract or parcel of land being all of Lot 20, in New City Block 500-F in the City of Tyler, of the Northchase West Addition, according to Final Plat thereof recorded in **Cabinet "F", Slide 45-D** of the Plat Records of Smith County, Texas, (516 W. 32nd St.) All improvements are situated within the boundaries of the property surveyed and there are no visible or apparent encroachments, protrusions, or conflicts, except as shown. All easements and/or building setback lines are shown as per recorded plat.

Evaluation of Restrictions and Easements has been limited to those provided in Section B of the Title Commitment under the GF number shown hereon.

**Reservations from and Exceptions to Conveyance and Warranty:**

GRANTOR keeps and retains all oil, gas, and all other minerals of every character and of every kind GRANTOR has together with all rights, all privileges, and all immunities relating thereto; however, GRANTOR, GRANTOR'S assigns, and GRANTOR'S successors relinquish the right to use the surface of the subject property to drill, to explore, to market, to operate, to produce, or to transport oil, gas, or other minerals from the subject property, or to use the surface in any way that interferes with GRANTEE'S use of the Subject Property.

Mineral conveyances, leases, and reservations pertaining to the subject property filed or made of record in the Deed, Land or Official Public Records of Smith County, Texas as of the date of this Deed.

Any and all validly existing dedications, covenants, conditions, restrictions, rights-of-way and easements pertaining to the subject property filed or made of record in the Deed, Plat, Land or Official Public Records of Smith County, Texas as of the date of this Deed.

Any and all zoning laws, regulations, and ordinances of municipal and/or other governmental authorities, if any, relating to the above-described property.

**Possibility of Reverter:**

But the above conveyance is made subject to the further covenant, consideration and condition that the following restrictions shall in all things be observed, followed and complied with:

> (1) the East Texas Cares Resource Center, Inc. of Tyler shall use the Subject Property in a manner that primarily promotes a *public purpose* of the **CITY,** as described in the *Agreement* dated September , 2024 entered into pursuant to Texas Local Government Code Section 253.011(d); and (2) indicates that ownership of the Subject Property automatically reverts to the **CITY** if the East Texas Cares Resource Center, Inc. of Tyler at any time fails to use the property in that manner.

These restrictions and conditions shall be binding on East Texas Cares Resource Center, Inc. of Tyler, its heirs, legal representatives and assigns for an indefinite period, and in case of any violation thereof the title to the premises shall, without entry or suit, immediately revert to and vest in City of Tyler, its heirs or assigns, and this conveyance shall be null and void, and City of Tyler, its heirs or assigns shall be entitled to immediate possession of the premises and their improvements; and no act or omission on the part of City of Tyler, its heirs or assigns, shall be a waiver of the operation or enforcement of this condition, provided, however, that this reversion shall not affect any mortgage or lien which may be in good faith existing on the premises or improvements.

*[Signatures on Next Page]*

GRANTOR, City of Tyler, Texas, acting herein by and through its City Manager:

**For CITY OF TYLER, TEXAS:**

By: _____
Edward Broussard, City Manager

**Approved:**

By: _____
Darin Jennings, City Engineer

THE STATE OF TEXAS §
§ ACKNOWLEDGEMENT
COUNTY OF SMITH §

This instrument was acknowledged before me on this the _____day of_____, A.D., 2025, by Edward Broussard in the capacity stated.

_____
Notary Public In and For The State of Texas

My Commission Expires: _____

_____
Notary's Printed Name

THE STATE OF TEXAS §
§
COUNTY OF SMITH §

**AFTER RECORDING RETURN TO:**

City of Tyler
Legal Department
Attn: Deborah Pullums
212 N. Border
Tyler, TX 75702

# EXHIBIT B

Legal Description

2024 - 202401020143 07/16/2024 08:22 AM Page 1 of 3

ATL 24274

# WARRANTY DEED

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SMITH §

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

THAT THOMPSON WOOD DEVELOPMENT, INC., A TEXAS CORPORATION, herein called "Grantor", of the State of Texas, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS, and other good and valuable consideration, to Grantor paid, and secured to be paid, by CITY OF TYLER NEIGHBORHOOD SERVICES, herein called "Grantee", of the State of Texas, as follows: CASH, the receipt and sufficiency of which is hereby acknowledged; Grantor has GRANTED, SOLD and CONVEYED, and by these presents Grantor does GRANT, SELL and CONVEY, unto the said Grantee, the following described property, to-wit:

Being all of Lot 20, New City Block 500-F, Northchase West Addition, an Addition to the City of Tyler, Texas, according to the plat thereof recorded in Cabinet F, Slide 45-D, of the Plat Records of Smith County, Texas.

This conveyance is subject to any and all mineral reservations, conveyances, rights-of-way, easements and restrictions of record affecting said property in the office of the County Clerk of Smith County, Texas.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee and Grantee's heirs, successors and assigns forever and Grantor hereby binds Grantor and Grantor's heirs, successors and assigns, to Warrant and Forever Defend, all and singular the said premises unto the said Grantee and Grantee's heirs, successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

WHEN the context requires, singular nouns and pronouns include the plural.

EXECUTED this 15th day of July, 2024.

RECEIVED

JUL 22 2024

Neighborhood Services

THOMPSON WOOD DEVELOPMENT, INC., a Texas corporation

By: Edward Thompson
EDWARD THOMPSON, President

Address of Grantee:

900 West Gentry Parkway
Tyler, Texas 75702

THE STATE OF TEXAS §

COUNTY OF SMITH §

This instrument was acknowledged before me on the 15th day of July, 2024, by EDWARD THOMPSON, as President on behalf of THOMPSON WOOD DEVELOPMENT, INC., a Texas corporation.

Brenda Hampy
NOTARY PUBLIC - STATE OF TEXAS

BRENDA HAMPY
Notary Public, State of Texas
Comm. Expires 09-11-2026
Notary ID 5732077

After recording return to:

City of Tyler Neighborhood Services
900 West Gentry Parkway
Tyler, Texas 75702

**Smith County**
**Karen Phillips**
**Smith County Clerk**

---

**Document Number:** 202401020143

eRecording - Real Property

WARRANTY DEED

Recorded On: July 16, 2024 08:22 AM

Number of Pages: 3

Billable Pages: 2

---

**" Examined and Charged as Follows: "**

Total Recording: $29.00

---

********** THIS PAGE IS PART OF THE INSTRUMENT **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

| | |
|---|---|
| Document Number: | 202401020143 |
| Receipt Number: | 20240716000012 |
| Recorded Date/Time: | July 16, 2024 08:22 AM |
| User: | Kelsey P |

---

**STATE OF TEXAS**
**COUNTY OF SMITH**

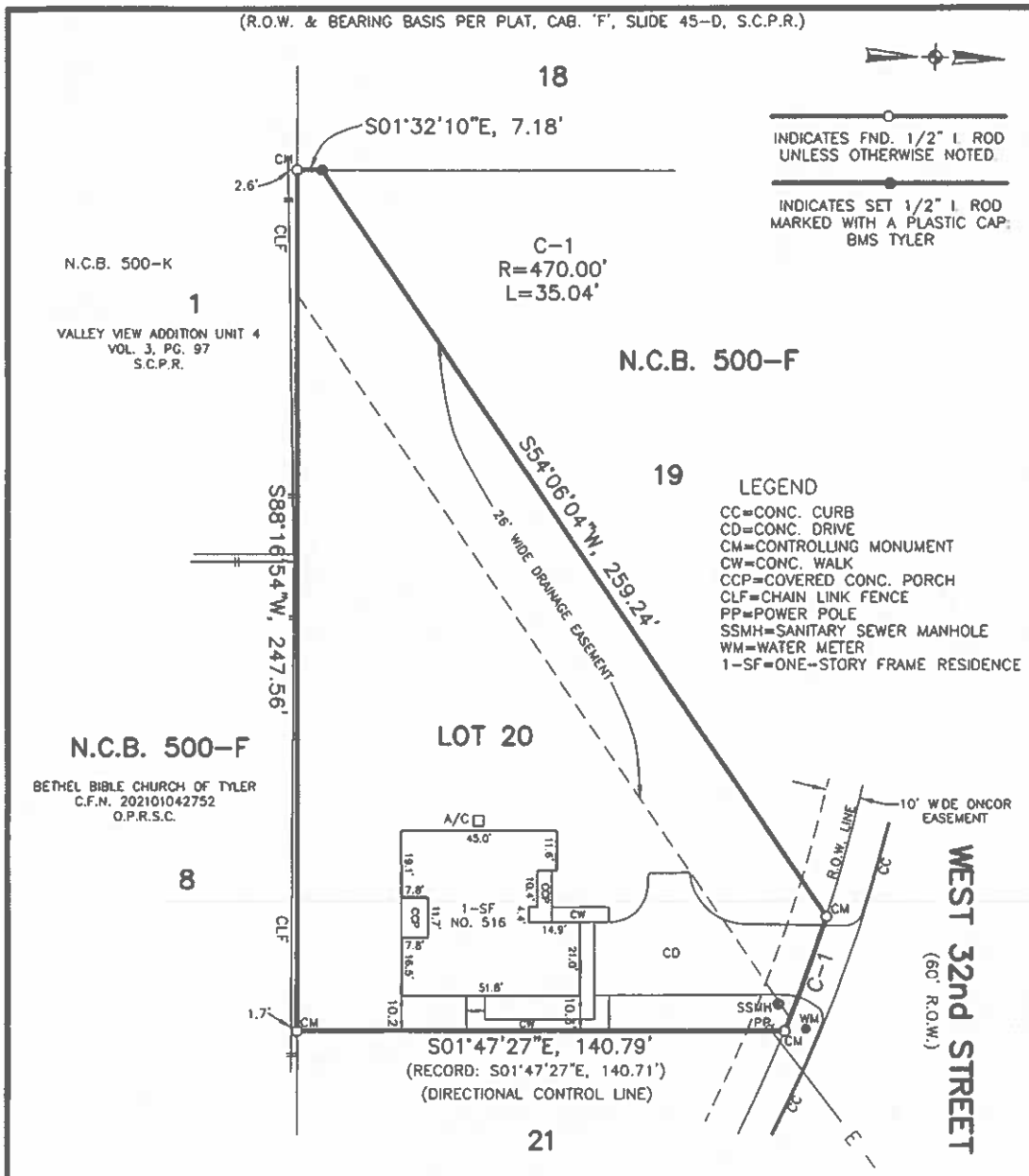
**I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Smith County, Texas.**

Karen Phillips
Smith County Clerk
Smith County, TX

Karen Phillips

# EXHIBIT C

Plat, Survey & Map




PLAT OF RESIDENTIAL LOT SURVEY

I hereby certify that this plat was prepared from an actual survey made on the ground under my direction and supervision of property located at 516 West 32nd Street, Tyler, Smith County, Texas, and being further described as follows:

Being all of Lot 20, New City Block 500-F, NORTHCHASE WEST ADDITION, in the City of Tyler, according to the Final Plat thereof recorded in Cabinet 'F', Slide 45-D, of the Plat Records of Smith County, Texas.

All improvements are situated within the boundaries of the property surveyed and there are no visible or apparent encroachments, protrusions, or conflicts, except as shown. All easements and/or building setback lines are shown as per recorded plat. Evaluation of Restrictions and Easements has been limited to those provided in Schedule B of the Title Commitment under the GF number shown hereon.

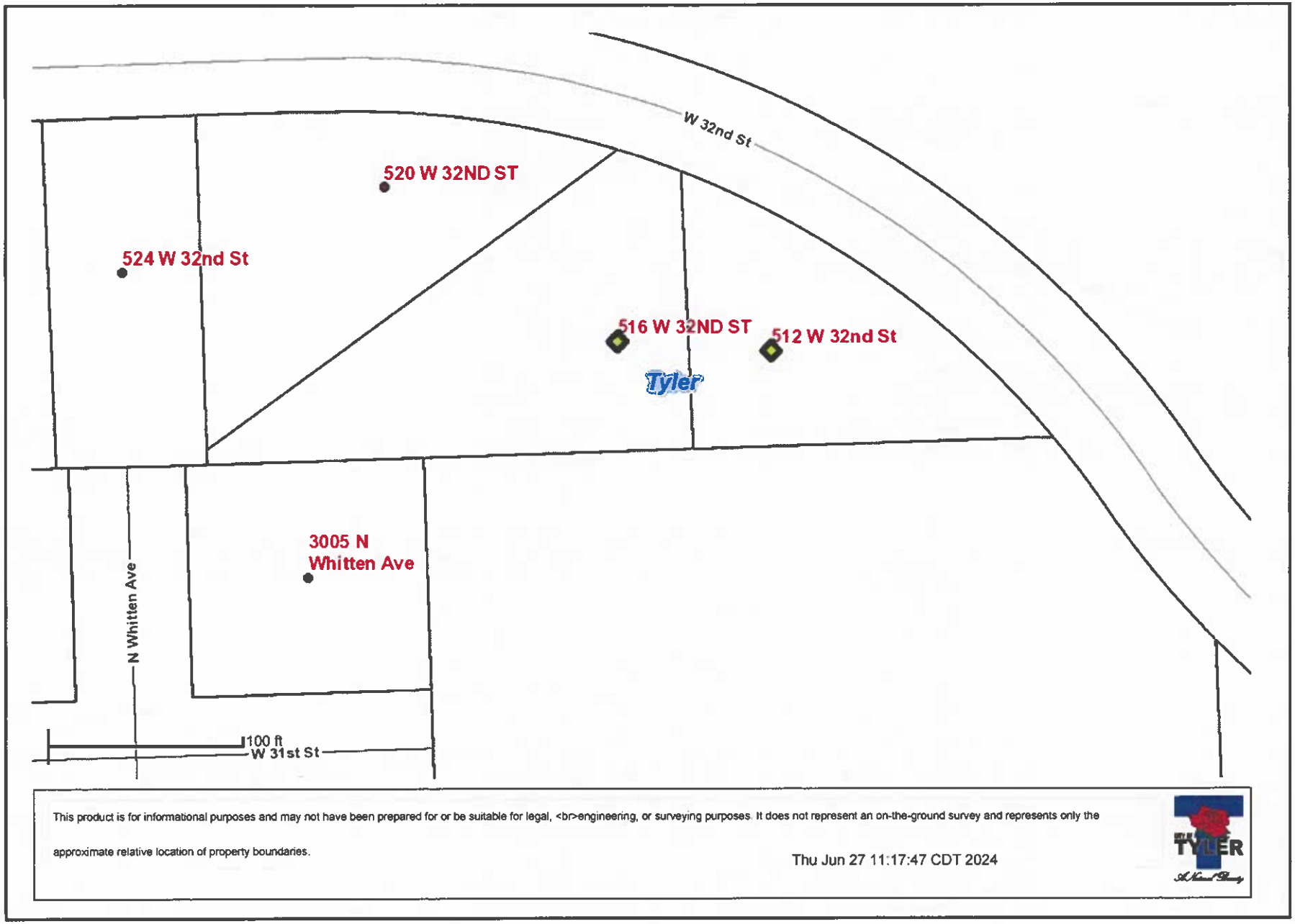
(BUYER: City of Tyler Neighborhood Services)
GF NO. 242761

Jordan Vulgamott, R.P.L.S. NO 6613
JOB NO. 24-210 31 May 2024 Scale: 1"=40'

STATE OF TEXAS
REGISTERED
JORDAN VULGAMOTT
6613
PROFESSIONAL
LAND SURVEYOR

**BMS TYLER SURVEYORS**
BOB MATUSH SURVEYING, INC.
REGISTERED PROFESSIONAL LAND SURVEYORS
2624 KENSINGTON DRIVE, SUITE 107, TYLER, TEXAS 75703 TEL. (903) 561-7287
T.B.P.E.L.S. FIRM NO. 10048200 www.bmstyler.com

JOB NO. 24-210
DATE: 31 MAY 2024
SCALE: 1"=40'


W 32nd St
520 W 32ND ST
524 W 32nd St
516 W 32ND ST
512 W 32nd St
Tyler
3005 N
Whitten Ave
N Whitten Ave
100 ft
W 31st St
This product is for informational purposes and may not have been prepared for or be suitable for legal, <br>engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the
approximate relative location of property boundaries.
Thu Jun 27 11:17:47 CDT 2024
TYLER

Layers
North Tyler Day Nursery
North Tyler Academy
Promise Academy
Glass Recreation Center
Black Fork Creek
Black Fork Creek
512
516

# EXHIBIT D

East Texs Cares Resource Center, Inc., Articles of Incorporation

# Articles of Incorporation

# Revised May 2022

# Articles of Incorporation

# Of

# East Texas Cares Resource Center, Inc.

I, the undersigned natural person, who is of the age of eight years or more, acting as the incorporator of a corporation un the Texas Non-Profit Corporation Act, does hereby adopt following Articles of Incorporation for such corporation.

## ARTICLE ONE

1.01 The name of the Corporation is East Texas Cares Resource Center, Inc.

## ARTICLE TWO

2.01 The Corporation is a non-profit corporation

2.02 Duty to Avoid Improper distributions

Additional language to clarify dissolution clause:

Amended language as approved by the Board Monday, August 16, 2021. Should the Agency dissolve the assets are to be transferred to a similar agency or other similar organization.

## ARTICLE THREE

3.01 The period of duration of the Corporation is perpetual.

## ARTICLE FOUR

4.01 The corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that

qualify as exempt organizations under 501 (c) (3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law).

4.02 The specific purpose of the corporation is to provide service, support, and education to people with AIDS, people with ARC, HIV positive individuals, their families, friends and lovers, and the general public, such services and support to be provided in compliance with the requirements and limitations of 501(c) (3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law).

## ARTICLE FIVE

5.01 The Corporation shall not have any capital stock.

5.02 The Corporation may have members, if the By-laws shall so provide. The terms and conditions of membership in the Corporation, and the classes of members, shall be as stated in the By-Laws of the Corporation. The rights and powers of the members, and the procedures for exercising same, shall be as stated in the By-Laws.

## ARTICLE SIX

6.01 The street address of the initial registered office of the Corporation is 1320 N. Bois D'Arc, Tyler, TX 75702, and the name of the initial registered agent at such address is Dorothy Fitchett.

## ARTICLE SEVEN

7.01 The activities and affairs of the Corporation shall be managed by a Board of Directors which shall consist of no less than three directors. Each director shall be elected by the Board of Directors and shall hold office until he or she is removed by the Board of Directors, dies, resigns or until a successor is elected and qualifies.

7.02 The directors shall have such qualifications as are provided in the By-Laws and may be classified as to the term of office if the By-Laws so provide.

7.03 The Board of Directors may, by resolution, designate one or more committees which, to the extent provided in such resolution or the By-Laws, may exercise all the powers of the Board of Directors in the management of the affairs of the Corporation.

7.04 The Board of Directors may elect such officers as the Bylaws may specify, who shall have such titles, and exercise such authority as the By-Laws may provide.

7.05 The Corporation may, in its By-Laws, confer upon the Board of Directors various powers in addition to those expressly conferred upon the Board by these Articles of Incorporation or by law.

7.06 The Board of Directors may make, alter, or repeal the By-Laws of the Corporation, in the manner set in the By-Laws.

7.07 Until the Board of Directors adopts By-Laws for the corporation, all matters which these Articles of Incorporation require to be specified in By-Laws may be provided for by resolutions of the Board of Directors.

## ARTICLE EIGHT

8.01 Meetings of the Board of Directors and of the members of the Corporation, if any, shall be held in such place as the Board of Directors shall determine.

8.02 The books and records of the Corporation shall be kept at such place or places as designated by the Board of Directors.

## ARTICLE NINE

9.01 No part of the earnings of this Corporation shall inure to the benefit of, or be distributable to, its Members, Directors, Officers, or other private persons, except that the Corporation shall be authorized to pay reasonable compensation for services rendered and make payments and distributions in furtherance of the purposes set forth in Article Four hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in, any political campaign on behalf of (or in opposition to) any candidate for public office. Notwithstanding any other provision of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from Federal Income Tax under § 501 (c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law) , or by a corporation, contributions to which are deductible under §170(c) (2) of the Internal Revenue code of 1986 (or the corresponding provision of any future United States Internal Revenue law).

## ARTICLE TEN

10.01 Upon the dissolution of the Corporation, the Board of Directors shall, after paying, or making provision for the payment of, all liabilities of the Corporation, dispose of the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to such organizations organized exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as exempt organizations under §501(c) (3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United states Internal Revenue Law), as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by a Texas court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

## ARTICLE ELEVEN

11.01 The name and street address of the incorporator is Dorothy Fitchett, 1320 N. Bois D'Arc, Tyler, TX 75702. Updated address as of 2016 to 427 S. Oakland Ave, Tyler, TX 75702.

## ARTICLE TWELVE

12.01 The number of directors constituting the initial Board of Directors is three, and the names and addresses of the persons who are to serve as the initial directors are:

(a) Dorothy Fitchett
1320 N. Bois D' Arc
Tyler, TX 75702

(b) Leoma Lindsay, R.N.
P.O. Box 365
Tyler, TX 75792

(c) Chaplain Elwood Stetson
118 Samuel Street
Tyler, TX 75711

## ARTICLE THIRTEEN

13.01 The Corporation reserves the right to amend, alter, change, or repeal any provision in these Articles of Incorporation, in the manner prescribed by law.

13.02 Articles of Incorporated accordingly, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, issued certification evidencing filing effective on the date of August 3, 2020.

Articles of Incorporation Amendment resulting from Authorized name change to East Texas Cares Resource Center, Inc. effective August 3, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand, this 11 day of July, 2024.

| Jeanelle Dead | Executive Director | |
|---|---|---|
| Printed Name | Title | Signature |

Page | 6STATE OF TEXAS )
)
COUNTY OF SMITH )

Before me, a notary public, on this day personally appeared, known to me to be the person whose name is, subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

Given under my hand and seal of offi9e this 11 day of July, 2024.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

MY COMMISSION EXPIRES July 6, 2026

Michelle Harris

NOTARY PUBLIC STATE OF TEXAS
MICHELLE MORROW HARRIS
Notary ID #131594693
My Commission Expires
July 6, 2026

## ARTICLE THIRTEEN

13.01 The Corporation reserves the right to amend, alter, change, or repeal any provision in these Articles of Incorporation, in the manner prescribed by law.

13.02 Articles of Incorporated accordingly, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, issued certification evidencing filing effective on the date of August 3, 2020.

Articles of Incorporation Amendment resulting from Authorized name change to East Texas Cares Resource Center, Inc. effective August 3, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand, this 11 day of July, 2024.

| Jeanette Dean | Executive Director | Jeanette Dean |
|---|---|---|
| Printed Name | Title | Signature |

Page | 6STATE OF TEXAS )
)
COUNTY OF SMITH )

Before me, a notary public, on this day personally appeared, known to me to be the person whose name is, subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

Given under my hand and seal of offi9e this 11 day of July, 2024.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

MY COMMISSION EXPIRES July 6, 2026

Michelle Harris

MICHELLE MORROW HARRIS
Notary ID #131594693
My Commission Expires
July 6, 2026

MICHELLE MORROW HARRIS
Notary ID #131594693
My Commission Expires
July 6, 2026

Attachment A

# The State of Texas

## Secretary of State

CERTIFICATE OF INCORPORATION

OF

TYLER AIDS SERVICES, INC.
CHARTER NUMBER 01161664

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS, HEREBY CERTIFIES THAT ARTICLES OF INCORPORATION FOR THE ABOVE CORPORATION, DULY SIGNED HAVE BEEN RECEIVED IN THIS OFFICE AND ARE FOUND TO CONFORM TO LAW.

ACCORDINGLY THE UNDERSIGNED, AS SUCH SECRETARY OF STATE, AND BY VIRTUE OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS CERTIFICATE OF INCORPORATION AND ATTACHES HERETO A COPY OF THE ARTICLES OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZE THE USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW, THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED JULY 30, 1990

THE STATE OF TEXAS

A2

Secretary of State

# EXHIBIT E

East Texas Cares Resource Center, Inc. Bylaws

# Board of Directors

# Bylaws

# REVISED MAY 2022

Bylaws of East Texas Cares Resource Center, Inc.

These Bylaws govern the affairs of East Texas Cares Resource Center, Inc., a Texas registered 501(c)(3) corporation.

Legally authorized revision of the name changes as of August 3, 2020.

## Article 1: Offices

1.01 Principal Office

The Corporation's principal office in Texas will be located at 427 S. Oakland Ave, Tyler Texas 75702. The Corporation may have such other offices, in Texas or elsewhere, as the Board of Directors may determine. The Board may change the location of any office of the Corporation.

1.02 Registered Office and Registered Agent

The Corporation will maintain a registered office and registered agent in Texas. The registered office may, but need not, be identical with the Corporation's principal office in Texas. The Board may change the registered office and the registered agent as permitted in the Texas Non-Profit Corporation Act.

## Article 2: Board of Directors

2.01 Management of Corporation

The Board will manage corporate affairs.

2.02 Number and Tenure of Directors

The number of Directors will be a number determined by the Board that is not less than five (5) and not greater than fifteen (15). Directors need not be Texas residents. Each director will serve for a term of three (3) years. The directors' terms will be staggered so that the terms of one-third of the directors will begin each year. Board of Directors must not be related by marriage.

2.03 Nominating Directors

At any meeting at which the election of director is held, a director may nominate a person with the second of any other director. In addition to nominations made at meetings, a nominating committee may be appointed by the Board of Directors to consider possible nominees and make nominations for each election of directors. The secretary will include the names nominated by any such committee, and any report of the committee, with the notice of the meeting at which the election occurs.

2.04 Electing Directors

A person who meets the qualifications for director and who has been duly nominated may be elected as a director. Directors will be elected by a majority vote of the Board. Each director will hold office until a qualified successor is elected. A director may be elected to succeed himself or herself as director.

2.05 Vacancies

The Board will fill any vacancy in the Board and any director position to be filled due to an increase in the number of directors. A vacancy is filled by the affirmative vote of a majority of the remaining directors, even if it is less than a quorum of the Board, or if it a sole remaining director. A director selected to fill a vacancy will serve for the unexpired term of his or her predecessor in office.

2.06 Regular Meeting

The Board may provide for regular meetings by resolution stating the time and place of such meetings on at least a quarterly basis. The meetings may be held at the Corporation's registered office if the resolution docs do not specify the location of the meetings. No notice of regular Board meetings is required other than a Board resolution stating the time and place of the meetings.

2.07 Special Meetings

Special Board meetings may be called by, or at the request of, the chairperson or any two directors. A person or persons authorized to call special meetings of the Board may fix any place within Texas as the place for holding a special meeting. The person or persons calling a special meeting will inform the secretary of the corporation of the information to be included in the notice of the meeting. The secretary of the Corporation will give notice to the directors as these Bylaws require.

2.08 Notice

Written or printed notice of any special meeting of the Board will be delivered to each director not less than seven, nor more than 30 days before the date of the meeting. The notice will state the place, day, and time of the meeting; who called it; and the purpose or purposes for which it is called.

2.09 Quorum

A majority of the number of directors then in office constitutes n quorum for transacting business at any Board meeting. The directors prc3ent at a duly called or held meeting at which a quorum is present may, continue to transact business even if enough directors leave the meeting so that less than a quorum remails. However, no action may be approved without the

vote of at least a majority of the number of directors required for a quorum. If a quorum is never present at any time during a meeting, a majority of the directors present may adjourn and reconvene the meeting once without further notice.

2.10 Duties of Directors

Directors will discharge their duties, including any duties as committee members, in good faith, with ordinary care, and in n manner they reasonably believe to be in the Corporation's best interest. In this context, the term "ordinary care" means the care that ordinarily prudent persons in similar positions would exercise under similar circumstru1ces.

In discharging any duty imposed or power conferred on directors, directors may, in good faith, rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Corporation or another person that has been prepared presented by a variety of persons, including officers and employees of the Corporation, professional advisors or experts such as accountants or legal counsel. A director is not relying in good faith if he or she had knowledge concerning a matter in question that renders reliance unwarranted.

Directors are not deemed to have the duties of trustees of a trust with respect to the Corporation or with respect to any property held or administered by the Corporation, including property that may be subject to restrictions imposed by the donor or transfer of the property.

2.11 Duty to Avoid Improper Distributions

Directors who vote for or assent to improper distributions a.re jointly and severally liable to the Corporation for the value of improperly distributed assets, to the extent th.at, as a result of the improper distribution or distributions, the corporation lacks sufficient assets to pay its debts, obligations, and liabilities. Any distributions made when the Corporation is insolvent, other than in payment of corporate debts, or any distribution that would render the Corporation insolvent, is an improper distribution. A distribution made during liquidation without payment and disdu1rge of or provision for payment and discharge of all known debts, obligations, and liabilities is also improper. Directors present at a Board meeting at which the improper action is taken are presumed to have assented unless they dissent in writing. The written dissent must be filed with the secretary if the Corporation before adjournment of the meeting in question or mailed to the secretary by registered mail immediately after adjournment.

A director is not liable if, in voting for or assenting to a distribution, the director (I) relies in good faith and with ordinary care on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by one or more officers or employees of the Corporation; legal counsel, public accountants, or other persons as to matters the director reasonably believes are with.in the person's professional or expert competence; or a committee of the Board of which the director is not a member; (2) while acting in good faith and with ordinary care, considers the Corporation's assets to be at least that of their book value; or (3) in- determining whether the Corporati9n made adequate provision for paying, satisfying,

or discharging all of its liabilities and obligations, relied in good faith and with ordinary care on financial statements or other information concerning a person who was or became contractually obligated to satisfy or discharge some or all of these liabilities or obligations. Furthermore, directors arc protected from liability if, in exercising ordinary care, they acted in good faith and in reliance in the written opinion of an attorney for the Corporation. Directors held liable for an improper distribution are entitled to contribution from persons who accepted or received the improper distribution knowing they wel? improper. Contribution is in proportion to the amount received by each such person.

2.12 Delegating Duties

Directors may select advisors and delegate duties and responsibilities to them, such as the full power to but or otherwise acquire stocks, bonds, securities, and other investments on the Corporation's behalf; and to sell, transfer, or otherwise dispose of the Corporation's assets and properties at a time and for a consideration that the advisor deems appropriate. The directors have no liability for actions taken or omitted by the advisor if the Board acts in good faith and with ordinary care in selecting the advisor. The Board may remove or replace the advisor at any time without any cause whatsoever.

2.13 Interested Directors

Contracts or transactions between directors, officers, or members who have a financial interest in the matter are not void or potentially invalid solely because the director, officer, or member is present at or participates in the meeting that authorizes-the contract or transaction, or solely because the interested party's votes are counted for the purpose. However, every director with any personal interest in the transaction, including all potential personal benefit and potential conflicts of interest must disclose all relevant information to the other members of the Board or other group authorizing the transaction. TI1e transaction must be approved by a majority of the uninterested directors or other group with the authority to authorize the transaction.

2.14 Actions of Board of Directors

The Board will try to act by consensus. However, if a consensus is not available, the vote of a majority of directors present and voting at a meeting at which a quorum is present is enough to constitute the act of the Board., unless the act of a greater number is required by law or by some other provision of these Bylaws. A director who is present at a meeting and abstains from a vote is considered to be present and voting for the purpose of determining the Board's decision. For the purpose of determining the decision of the Board, a director who is represented by proxy in a vote is considered present.

2.15 Proxies

A director may vote by proxy. All proxies must be in writing, must bear the signature of the director giving the proxy, and must bear the date on which the proxy was executed by the director. No proxy is valid after three (3) months from the date of its execution.

2.16 Removing Directors

The Board may vote to remove a director at any time, with or without good cause. Good cause for removal of a director includes the unexcused failure to attend four consecutive Board meetings. A meeting to consider removing a director may be called and noticed following the procedures provided in these Bylaws for a special meeting of the Board of Directors. The notice of the meeting will state that the issue of possibly removing the director will be on the agenda and the notice will state the proposed cause for removal.

At the meeting, the director may present evidence of why they should not be removed and may be represented by an attorney at and before the meeting. Also, at the meeting, the Corporation will consider possible arrangements for resolving the problems that are in the mutual interest of the Corporation and the director.

A director may be removed by the affirmative vote of 2/3 of the Board that is present and voting at the meeting in person or by proxy, or by methods as approved in Article I 0.

## Article 3: Officers

3.01 Officer Positions

The Corporation's officers will be selected from the current board of directors and consist of a chairperson, vice chairperson, secretary, client advocate, fund raising chairman, a treasurer, and such assistant treasurers as are appointed by the Board. The Board may create additional officer positions, define the authority and duties of each such position, and elect or appoint persons to fill the position. The same person may hold any two or more offices, except for chairperson and secretary.

3.02 Election and Term of Office

The Corporation's officers will be appointed annually by the Board at a regular Board meeting. If officers arc not appointed at this time, they will be appointed as soon thereafter as possible.

Each officer will hold office until a successor is duly selected and qualifies. An officer may be elected to succeed himself in the same office.

3.03 Removal

Any officer elected or appointed by the Board may be removed by the Board with or without good cause. Removing an officer will be without prejudice to the officer's contractual rights, if any.

3.04 Vacancies

The Board may select a person to fill a vacancy in any office for the unexpired portion of the officer's term.

3.05 Chairperson

The chairperson is the Corporation's chief executive officer. He or she will supervise and control all of the Corporation's business and affairs and will preside at all meetings if the members and of the Board. The chairperson may execute any deeds, mortgages, bonds, contracts, or other instruments that the Board authorizes to be executed. However, the chairperson may not execute instruments on the Corporation's behalf if this power is expressly delegated to another officer or agent of the Corporation by the Board, these Bylaws, or statute. The chairperson will perform other duties prescribed by the Board and all duties incident to the office of chairperson.

3.06 Vice Chairperson

When the chairperson is absent, cannot act, or refuses to act, a vice chairperson will perform the chairperson's duties. When acting in the chairmen's place, the vice chairperson has all the powers of- and is subject to all the restrictions on the chairperson. If there is more than one vice chairperson, the vice chairperson will act for the chairperson in the order of appointment. A vice chairperson will perform n other duties as assigned by the chairperson or the Board.

3.07 Treasurer

The treasurer will

- Have charge and custody of, and be responsible for, all the Corporation's funds and securities.
- Receive and give receipts for moneys due and payable to the Corporation from any source.
- Deposit all moneys in the Corporation's name in banks, trust companies, or other depositories as these Bylaws provide or as the Board or chairperson directs.
- Write checks and disburse funds to discharge the Corporation's obligations under the guidelines set by the Board.
- Maintain the Corporations financial books and records.
- Prepare financial reports at least annually
- Perform other duties as assigned by the chairperson or the Board.
- If the Board requires, give a bond for faithfully discharging his or her duties in a sum and with surety as determined by the Board.

- Perform all of the duties incident to the office of treasurer.

3.08 Secretary

The secretary will

- Give all notices as provided in the Bylaws or as required by law.
- Take minutes of the meetings of the members and the Board and keep the minutes as part of the corporate records.
- Maintain custody of the corporate records.
- Affix the corporate seal to all documents as authorized.
- Keep a register of the mailing address of each director, officer, and employee of East Texas Cares Resource Center, Inc.
- Perform duties as assigned by the chairperson or the Board
- Perform all duties incident to the office of secretary

## Article 4: Committees

4.01 Establishing Committees

The Board may adopt a resolution establishing one or more committees delegating specific authority to a committee and appointing or removing members of a committee. A committee will include two or more directors and may include persons who are not directors. If the Board delegates any of its management authority to a committee; the majority of the committee will consist of directors. The Board may also delegate to the chairperson its power to appoint and remove members of a committee that has not been delegated any management authority of the Board. The Board may establish qualifications for membership on a committee.

Establishing a committee or delegating authority to it will not relieve the Board, or any individual director, of any responsibility imposed by these Bylaws or otherwise imposed by law. No committee has the authority of the Board to:

- Amend the articles of incorporation.
- Adopt a plan of merger or of consolidation with another corporation. Authorize the sale, lease, exchange, or mortgage of all substantially all of the Corporation's property and assets.
- Authorize voluntary dissolution of the Corporation.
- Revoke proceedings for voluntary dissolution of the Corporation.
- Adopt a plan for distributing the Corporation's assets.
- Amend, alter, or repeal these Bylaws.
- Elect, appoint. or remove a member of a committee or a director or office of the Corporation.

- Approve any transaction to which the Corporation is a party and that involves a potential conflict of interest as defined in paragraph 5 .04, below.
- Take any action outside the scope of authority delegated to it by the Board.

4.02 Authorization of Specific Committees

The following committees are authorized: An advisory Board. The Board will define the activities and scope of authority of each committee by resolution.

4.03 Terms of Office

Each committee member will continue to serve on the committee until the next annual members' meeting and until a successor is appointed. However, n committee member's term may terminate earlier if the committee is terminated, or if the member dies, ceases to qualify, resigns, or is removed as a member. A vacancy on a committee may be filled by an appointment made in the same manner as an original appointment. A person appointed to fill a vacancy on a committee will serve for the unexpired portion of the terminated committee member's term.

4.04 Chair and Vice Chair

One member of each committee will be designated as the committee chair, and another member of each committee will be designated as the vice-chair. The chair and the vice-chair will be appointed by the chairperson of the Board. The chair will call and preside over all meetings of the committee. When the chair is absent. cannot act; or refuses to act, the vice-chair will perform the chair's duties. When a vice chair acts for the chair, the vice-chair has all the powers of and is subject to all the restrictions on the chair.

4.05 Notice of Meetings

Written or printed notice of a committee meeting will be delivered to each member of a committee not less than three nor more than45 days before the date of the meeting. The notice will state the place, day, and time of the meeting. and the purpose or purposes for which it is called.

4.06 Quorum

One-half of the number of committee members constitutes a quorum for transacting business at any meeting of the committee. The committee members present at a duly called or held meeting at which a quorum is present may continue to transact business even if enough committee members leave the meeting so that less than a quorum remains.

However, no action may be approved without the vote of at least a majority of the number of committee members required for a quorum. If a quorum is never present at any time during a meeting, the chair may adjourn and reconvene the meeting once without further notice.

4.07 Actions of Committees

Committees will try to take action by consensus. However, if a consensus is not available, the vote of the majority of committee members present and voting at a meeting at which a quorum is present is enough to constitute the act of the committee unless the act of a greater number is required by statute or by some other provision of these Bylaws.

4.08 Proxies

A committee member may not vote by proxy.

4.09 Rules

Each committee may adopt its own rules, consistent with these Bylaws or with other rules that may be adopted by the Board.

## Article 5: Transactions of Corporation

5.01 Contracts

The Board may authorize any officer or agent of the Corporation to enter into a contract or execute and deliver any instrument in the name of, and on behalf of, the Corporation. This authority may be limited to a specific contract or instrument. Or it may extend to any number and types of possible contracts and instruments.

5.02 Deposits

All the Corporation's funds will be deposited to the credit of the Corporation in banks, trust companies, or other depositories th.at the Board selects.

5.03 Gifts

The Board may accept, on the Corporation's behalf, any contribution, gift. bequest or devise for the general purposes or for any special purposes of the Corporation. The Board may make gifts and give charitable contribution not prohibited by these Bylaws, the article of incorporation, state law, and provisions set out in federal tax law that must be complied with to maintain the Corporation's federal and state tax status.

5.04 Potential Conflicts of Interest

The Corporation may not make any loan to a director or officer of the Corporation. A director, officer, or committee: member of the Corporation may lend money to and otherwise transact business with the Corporation except as otherwise provided by these Bylaws, the articles of incorporation, and applicable law. Such a person transacting business with the Corporation has the same rights and obligations relating to those matters as other persons transacting business

with the Corporation. The Corporation may not borrow money from or otherwise transact business with a director, officer, or committee member of the Corporation unless the transaction is described fully in a legally binding instrument and is in the Corporation's best interests. The Corporation may not borrow money from or otherwise transact business with a member, director, officer, or committee member of Corporation without full disclosure of all relevant facts and without the Board's approval, not including the vote of any person having a personal interest in the transaction.

5.05 Prohibited Acts

As long as the Corporation exists, and except with the Board's prior approval, no director, officer, or committee member of the Corporation may:

- Do any act in violation of these Bylaws or a binding obligation of the Corporation.
- Do any act with the intention of harming the Corporation or any of its operations.
- Do any act that would make it possible or unnecessarily difficult to carry on the Corporation's intended or ordinary business.
- Receive an improper personal benefit from the operation of the Corporation.
- Use the Corporations assets, directly or indirectly, for any purpose other than carrying on the Corporation's business.
- Wrongfully transfer or dispose of Corporation property, including intangible property such as good will.
- Use the Corporations name (or any substantially similar name) or any trademark or trade name adopted by the Corporation, except on behalf of the Corporation in the ordinary course of its business.
- Disclose any of the Corporation's business practices, trade secrets, or any other information not generally known to the business community to any person not authorized to receive it.

## Article 6: Books and Records

6.01 Required Books and Records

The Corporation will keep correct and complete books and records of accounts. The books and records include:

- A file endorsed copy of all documents filed with the Texas Secretary of State relating to the Corporation, including but not limited to the articles of incorporation, and any articles of amendment, restated articles, articles of merger, articles if consolidation, and statement of change of registered office or registered agent.
- A copy of all bylaws, including these Bylaws, and any amended versions or amendments to them.

- Minutes of the proceedings of the Board, and committees having any of the authority of the Board.
- A list of names and addresses of the directors, officers, and any committee members of the Corporation. A financial statement showing the Corporation's assets, liabilities, and net worth at the end of the three most recent fiscal years.
- A financial statement showing the Corporation's income and expenses for the three most recent fiscal years.
- All rulings, letters, and other documents relating to the Corporation's federal, state, and local tax status.
- The Corporation's federal, state, and local tax information or income-tax returns for each of the Corporation's three most recent tax years.

6.02 Inspection and Copying

Any director, officer, or committee member of the Corporation may inspect and receive copies of all the corporate's books and records required to be kept under the bylaws. Such a person may, by written request, inspect or receive copies if he or she has a proper purpose related to his or her interest in the Corporation. He or she may do so through his or her attorney or other duly authorized representative. The inspection may take place at a reasonable time, no later than five working days after the Corporation receives a proper written request. The Board may establish reasonable copying fees, which may cover the reasonable cost of materials and labor. The Corporation will provide requested copies of books or records no later than five working days after receiving a proper written reques.t along with an amount equal to the estimated cost of copying.

## Article 7: Fiscal Year

7.01 Fiscal year

The Corporation's fiscal year will begin on the first day of January and end on the last day of December each year.

## Article 8: Indemnification

8.01 When Indemnification Is Required, Permitted, and Prohibited

(A) The Corporation will indemnify a director, officer, member, committee member, employee, or agent of the Corporation who was, is, or may be named defendant or respondent in any proceeding as a result of his or her own actions or omissions within the scope of his or her official capacity in the Corporation. For the purposes of this article, an agent includes one who is or was serving at the Corporation's request as a director, officer, partner, venturer, proprietor,

trustee, partnership joint venture, solo proprietorship, trust, employee-benefit plan, or other enterprise.

(B) Tile Corporation will indemnify a person only if he or she acted in good faith and reasonably believe that his or her conduct was in the best Corporation's best interest. In case of a criminal proceeding, the person may be indemnified only if he or she has no reasonable cause to believe that the conduct was unlawful. The Corporation will not indemnify a person who is found liable to the Corporation or is found liable to another on the basis of improperly receiving a personal benefit from the Corporation. A person is conclusively considered to have been found liable in relation to any claim, issue, or matter if the person has been adjudged liable by a court of competent jurisdiction and all appeals have been exhausted. Termination of a proceeding by judgement, order, settlement, conviction, or on a plea of nolo contendere or its equivalent does not necessarily preclude indemnification by the Corporation.

(C) The Corporation will pay or reimburse expenses incurred by a director, officer, committee: member, employee, or agent of the Corporation in connection with the person's appearance as a witness or other participation in a proceeding involving or affecting the Corporation when the person is not a named defendant or respondent in the proceedings.

(D) In addition to the situations otherwise described in this paragraph, the Corporation may indemnify a director, officer, committee member, employee, or agent of the Corporation to the extent permitted by law. However, the Corporation will not indemnify any person in any situation in which indemnification is prohibited by paragraph 8.01 (A) above.

(E) The Corporation may advance expenses incurred or to be incurred in the defense of a proceeding to a person who might be eventually entitled to indemnification, even though there has been no final disposition of the proceeding. Advancement of expenses may occur only when the procedural conditions specified in paragraph 8.03 (C) below, have been satisfied. Furthermore, the Corporation will never advance expenses to a person before final disposition of a proceeding if the person is a named defendant or respondent in a proceeding brought by the Corporation or if the person is alleged to have improperly received a personal benefit or committed other willful or intentional misconduct.

8.02 Extent and Nature of Indemnity

The indemnity permitted under these Bylaws includes indemnity against judgments, penalties, (including excise and similar taxes), fines, settlements, and reasonable expenses (including attorney's fees) actually incurred in connection with the proceeding. If the proceeding was brought by or on behalf of the Corporation, the indemnification is limited to reasonable expenses actually incurred by the person in connection with the proceeding.

8.03 Procedures Relating to Indemnification Payments

(A) Before the Corporation may pay any indemnification expenses (including attorney's fees), the Corporation must specifically determine th at indemnification is permissible, authorize indemnification, and determine that expenses to be reimbursed are reasonable, except as provided in subparagraph (c), below. The Corporation may make these determinations and decisions by any one of the following procedures.

1. A 2/3 vote of current directors who, at the time of the vote, are not named defendants or respondents in the proceeding.
2. If such a quorum cannot be obtained, by n majority vote of a committee of the Board, designated to act in the matter by a 2/3 vote of all directors, consisting solely of two or more directors who at the time of the vote are not named defendants or respondents in the proceedings.
3. Determination by special legal counsel selected by the Board by the same vote

9.03 Waiving Notice by Attendance

A person's attendance at a meeting constitutes waiver of notice of the meeting unless the person attends for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

## Article 10: Special Procedures Concerning Meetings

10.01 Meeting by Telephone

The Board of Directors, and any committee of the Corporation may hold a meeting by telephone conference. In all meetings held by telephone, matters must be arranged in such a manner that all persons participating in the meeting can hear each other; the notice of a meeting by telephone conference must state that fact that the meeting will be held by telephone as well as all other matters required to be included in the notice; and a person's participating in a conference call meeting constitutes his or her presence at the meeting.

10.02 Decision Without Meeting

Any decision required or permitted to be made at a meeting of the Board, or any committee of the Corporation may be made without a meeting. A decision without a meeting may be made if a written consent to the decision is signed by all the persons entitled to vote on the matter. The original signed consents will be placed in East Texas Cares Resource Center Inc.' s minute book and kepi with the corporate records.

Furthermore, in accordance with the articles of incorporation, action may be taken without a meeting when there are signed written consents by the number of directors or committee members whose votes would be necessary to take action at a meeting at which all such persons entitled to vote were present and voting. Each written consent must be signed and bear the

date of signature of the person signing it. A telegram, telex. cablegram, or similar transmission by a member, director, or committee member, or a photographic, facsimile, or similar reproduction of a signed writing, will be treated as an original being signed by the member, director, or committee member.

Consents must be delivered to ETC. A consent signed by fewer than all members, directors, or committee members is not effective to take the intended action unless the required number of consents are delivered to ETC within 60 days after the date that the earliest-dated consent was delivered to ETC. Delivery must be made by hand or by certified or registered mail, return receipt requested. The delivery may be made to ETC's registered office, registered agent, principal place of business, transfer agent, registrar, exchange agent, or an officer of agent having custody of books in which the relevant proceeding are recorded. If the delivery is made to ETC 's principal place business, the consent must be addressed to the chairperson or principal executive officer.

ETC will give prompt notice of the action taken to persons who do not sign consents. If the action taken requires documents to be filed with the secretary of state, the filed documents will indicate that these writ1en consent procedures were followed to authorize the action and filing.

10.03 Proxy Voting

A person authorized to exercise a proxy may not exercise the proxy unless it is delivered to the officer presiding at the meeting before the business: of the meeting begins. The secretary or other person taking the minutes of the meeting will record in the minutes the name of the person who executed the proxy and the name of the person authorized to exercise the proxy. If a person who has duly executed a proxy personally attend a meeting, the proxy will not be effective for that meeting. A proxy filed with the Secretary of ETC, or other designated officer remains in force until the first of the following occurs:

- An instrument revoking the proxy is delivered to the secretary or other designated officer.
- The proxy authority expires under the proxy's terms.
- The proxy authority expires under the terms of these Bylaws.

## Article 11: Amending Bylaws

11.01 Amending Bylaws

These bylaws may be altered, amended, or repealed, and new bylaws may be adopted by the Board of Directors. The notice of any meeting at which these bylaws are altered, amended, or repealed, or at which new bylaws are adopted will include the text of the proposed bylaw

provisions bylaw provisions as well as the text of any existing provisions proposed to be altered, amended, or repealed. Alternatively, the notice may include a fair summary of those provisions.

## Article 12: Miscellaneous Provisions

12.01 Legal Authorities Governing Construction of Bylaws

These Bylaws will be constructed under Texas Law. All references in these Bylaws to statutes, regulations, or other sources of legal authority will refer to the authorities cited, of their successors, as they may be amended from time to time.

12.02 Legal Construction

To the greatest extent possible, these Bylaws, shall be constructed to conform to all legal requirements and all requirements for obtaining and maintaining all tax exemptions that may be available to nonprofit corporations. If any bylaw provision is held invalid, illegal, or unenforceable in any respect. the invalidity, illegality or unenforceability will not affect any other provision, and the bylaws will be construed as if they had not included the invalid, illegal, or unenforceable provision.

12.03 Headings

The headings used in the bylaws are for convenience and may not be considered in construing the bylaws.

12.04 Number

A singular works include the plural, and all plural words include singular.

12.05 Seal

The Board of Directors may provide for a corporate seal in any format that is acceptable to the Board of Directors.

12.06 Power of Attorney

A person may execute any instrument related to ETC by means of a power of attorney if an original executed copy of the power of attorney is provided to the secretary to be kept with the corporate records.

12.07 Parties Bound

The bylaws will bind and inure to the benefit of the directors, officers, committee member, employees, and agents of ETC and their respective heirs, executor, administrators, legal representatives, successors, and assigns except as the bylaws otherwise provide.

12.08 Spending Limitations and Constraints

The Executive Director of ETC as appointed by the Board will have the ability to expend funds for the day-to-day operation of the agency with a spending limit of $5,000 without board approval. The agency will secure two credit cards (one issuer) to be used to manage daily operations and establish a corporate line of credit.

## CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting secretary of East Texas Cares Resource Center, Inc. and that these Bylaws, constitute ETC 's Bylaws. These Bylaws are duly adopted at a meeting of the Board of Directors held on 5/12/22.

Mickey Slimp
Secretary – East Texas Cares Resource Center, Inc.

5/27/2022
Date

# EXHIBIT F

## Affordable Housing Concept Paper Rationale

**Affordable Housing Concept Paper**
**East Texas Cares Resource Center**

**Rationale**
With 30,000+ Smith County residents living below the poverty line, 50,000 without health insurance, and 56,000 experiencing food insecurity each year, the mission of East Texas Cares Resource Center is to strengthen communities throughout East Texas by providing food, housing, benefits, and mental health supports to marginalized members of our community, including people living with or impacted by HIV.

There is a critical shortage of affordable housing for Texans of low income. Texas rent prices increased almost 40% from 2021 to 2022. Since 2020, home prices have increased 39% in the Tyler area. When Texans spend more than half of their income on housing, they are more likely to sacrifice other necessities like healthy food and healthcare to pay the rent, and to experience unstable housing situations like evictions. Evictions lead to negative health and life outcomes, including homelessness, poverty, crime victimization, and poor mental and physical health.

As the only organization in our 14-county East Texas region specializing in supportive services for persons living with HIV, East Texas Cares Resource Center (ETCRC) has been administering supports for East Texans in need such as a food pantry and housing/health insurance assistance for three decades. East Texas Cares Resource Center is known for our food pantry, having served 227 households and 551 individuals in 2022, and ETCRC has demonstrated consistent housing assistance to ensure constituent health and safety. In the history of our organization, no ETCRC constituent has even been evicted from their home.

Because of our extensive experience with low-income housing, ETCRC proposes to purchase with HOME-ARP funds two finished homes at 512 West 32 Street and 514 that will house Tylerites who, due to their health disability of being HIV-positive, lack a fixed regular and adequate nighttime residence or are at risk of imminently losing their primary nighttime residence.

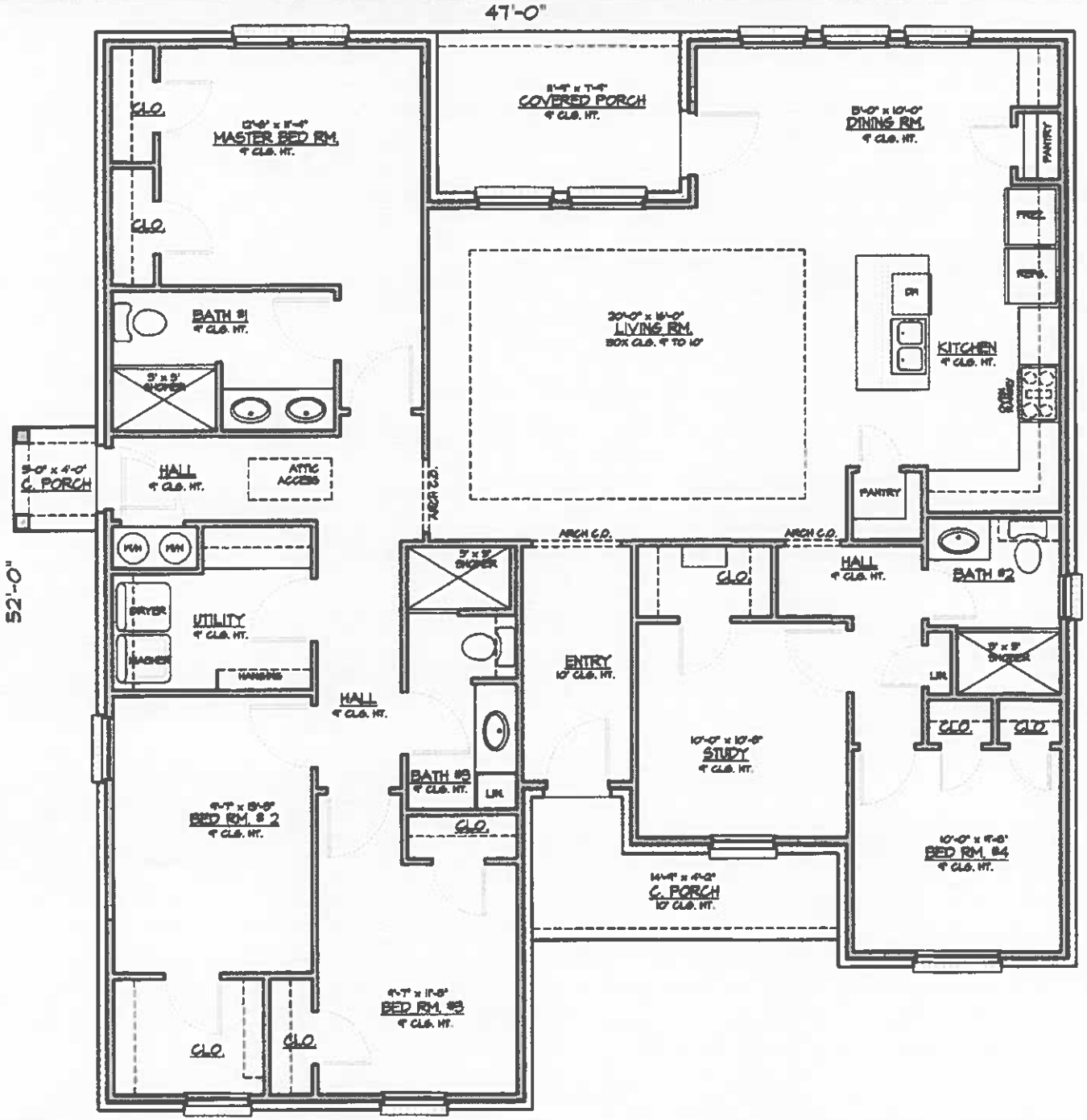
**Funds Requested**: $700,000

**Supportive Assistance Programming**
In June 2023, the U.S. Department of Health and Human Services awarded East Texas Cares Resource Center a $15,000 Rural HIV and Aging Challenge prize for our pilot program to assess the needs of rural East Texas residents who are aging with HIV regarding delivery of nutritious food, medication, health advocacy + nutrition + physical activity education, Medicare coverage education, mental health supports, access to bus/transportation, doctor appointment reminders, home repairs, daily tasks support, and more. The most frequently cited needs were for Social/mental health support groups, Transportation assistance to medical appointments and other essential services, and Assistance with daily tasks such as cooking, cleaning, and laundry.

In November 2023, the Fisch Family Foundation granted ETCRC $35,000 to fund the position of a dedicated case manager to conduct a thorough intake to determine each constituent's needs, think with them through what they are struggling with, and collaboratively develop a service plan. The case manager also will help constituents apply for eligible assistance for Medicare, SNAP, Social Security, housing vouchers, as well as HIV and Hepatitis C testing and education.

In January 2024, ETCRC will apply for a HUD Housing Opportunities for People With AIDS (HOPWA) that will provide the funds to engage residents of the HOME-ARP homes in the supportive programs above, and also will help each constituent ensure they remain housed and are moving toward more permanent housing. These HUD HOPWA funds additionally will support the operation and maintenance of the two homes through 2027.

PLAN- 2023-030




ED THOMPSON CONSTRUCTION
TYLER, TEXAS (903) 780-0360

U-BET DRAFTING & DESIGN
RUSSELL TIDWELL (903) 258-4824

# EXHIBIT G

East Texas Cares Resource Center Inc., Transitional Housing Program Procedures

# PROGRAM PROCEDURES

## Answers to City of Tyler Transitional Housing Program Questions from East Texas Cares Resource Center

**1. How many homeless people do you believe you can serve or help during your first year of operation?**

Each year, the Tyler Point-In-Time Count identifies approximately 200 people experiencing homelessness in the city. The two West 32 Street homes feature a total of 10 bedrooms. Therefore, we expect to serve at least 10 people who are experiencing homelessness/on the verge of homelessness annually. The number will be greater if we serve couples or a parent with a child.

With the reliance on public services, including an average of five emergency room visits made per year by individuals experiencing homelessness, combined with the increased risk of criminal justice system involvement, a conservative estimate of the cost to our community is $20,000 per year for each person experiencing homelessness. With this program, the community likely will recoup the investment within four years, and residents will be better positioned to more fully contribute to the community.

**2. If we purchase those homes for your agency, how would you get the home up and running? What funds would you use to get the interior set up to get the homeless program running? And how much do you think that would cost?**

The summary below details the set-up process for the program. We will be submitting a proposal on January 31 to HUD for HOPWA funds to operate this program for the next three years. A proposal will be submitted to the Meadows Foundation in February. Other funding opportunities will be identified as well.

**Goal:** Working with a case manager, transitional housing residents will identify the roots of their housing instability and then collaboratively develop and execute a plan to secure permanent housing.

**Operations Set-up:**

- **Policies and procedures:** Customize protocols for resident intake, discharge, conflict resolution, and data management.
- **Furnish the homes:** Hold a donation drive and work with Hand Up, Salvation Army, and other second-hand stores to secure furniture and household items for the homes.
- **Safety and security:** Install a security system and implement measures to ensure the physical and emotional safety of residents and staff.
- **Staff recruitment and training:** Hire qualified staff who are compassionate, skilled in working with vulnerable populations, and trained in relevant service areas.

**Program structure:**

- **Length of stay:** As little as 3 months, up to 3 years.
- **Eligibility criteria:** Intake interview and background check documents that the individual lacks a fixed regular and adequate nighttime residence or is at risk of imminently losing their primary nighttime residence, due to a health disability of being HIV-positive, fleeing domestic violence, sexual assault, or trafficking, or other financial circumstances beyond their control.

- **House expectations:** Establish agreement for respectful cohabitation and program participation, promoting safety and accountability.

**Essential services and resources:**

- **Case management:** Each resident will work with a case manager to develop individual goals, connect to resources, and monitor progress.
- **Life skills training:** Workshops and activities will equip residents with practical skills for independent living, like budgeting, cooking, and job searching.
- **Healthcare:** We will facilitate access to primary care, mental health services, and substance abuse treatment as needed.
- **Social supports:** Each home will feature a weekly house meeting, social support group, movie night, game night, and other activities.
- **Education and employment support:** We will help residents pursue educational opportunities or job training programs to secure sustainable employment.
- **Community integration:** We will encourage residents to engage with the community through volunteer opportunities, recreational activities, and social events.

**Evaluation:**

- **Regular monitoring:** Track program outcomes, resident progress, and service utilization to measure effectiveness and identify areas for improvement.
- **Community feedback:** Regularly seek feedback from residents, staff, and partnering organizations to refine the program and adjust to meet evolving needs.

**3. Would you be willing and agree to sign an MOU related to these units' referral method, management, and reporting to the City about your accomplishment so that we can submit to HUD? Would this be an issue?**
Yes, we agree to sign an MOU that commits to report on the referral method, management, and accomplishments of the transitional housing program.

**4. Would there be a person living there with the homeless, or how would you keep the property under control to keep tenants from damaging the property?**
Our proposal calls for a live-in Onsite Home Services Coordinator who will work with residents to keep the homes in good working order. We also plan to install and utilize a comprehensive security system.

**5. Would you be satisfied and sufficient with the City providing the $700,000 to purchase the two homes?**
The $700,000 will suffice to purchase the two homes.

**6. What type of homeless population would you serve?**
The transitional housing program will serve individuals who lack a fixed regular and adequate nighttime residence or are at risk of imminently losing their primary nighttime residence, due to a health disability of being HIV-positive, fleeing domestic violence, sexual assault, or trafficking, or other financial circumstances beyond their control.

# EXHIBIT H

HOME-ARP Qualifying Populations Definitions
&
Temporary and/or Transitional Housing Definitions

HOME ARP



# HOME-ARP Qualifying Populations

## CoC/ESG Eligible Participants Comparison

January 2023

# Comparison of HOME-ARP qualifying populations vs. CoC/ESG eligible participants

**Purpose**

This document compares the HOME-ARP qualifying populations (QPs) and the eligible participants for the Emergency Solutions Grant (ESG) and Continuum of Care (CoC) programs. Participating Jurisdictions (PJs) may choose to use HOME-ARP funds to further their existing efforts to reduce and prevent homelessness. It is important that PJs understand the differences between the populations currently served by homeless service providers and populations that qualify as HOME-ARP QPs. In addition, HOME-ARP permits the use of the CoC's Coordinated Entry (CE) system(s) as a referral method if certain conditions are met. PJs should understand how the populations covered by the standard CE system differ from HOME-ARP QPs before making decisions about referral methods, including whether and how to expand CE for HOME-ARP projects and activities. For more information on HOME-ARP referral methods, please see **Understanding HOME-ARP Preferences, Referral Methods, and Allocation Plan Requirements**, **Using HOME-ARP Referral Methods**, and **Introduction to HOME-ARP Referral Methods and Coordinated Entry** on the HUD Exchange.

**HOME-ARP Qualifying Populations**

1. Homeless—as defined in 24 CFR 91.5 *Homeless* (1), (2), (3)
2. At risk of homelessness—as defined in 24 CFR 91.5 *At risk of homelessness*
3. Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking—as defined by the U.S. Department of Housing and Urban Development (HUD)
4. Other Populations—those who do not qualify under the other three QP definitions but meet one of the Other Populations criteria identified in Section IV of the HOME-ARP Notice.

**ESG and CoC Eligible Participants**

1. Persons experiencing homelessness—as defined in 24 CFR 578.3 and 576.2
2. Persons at risk of homelessness—as defined in 24 CFR 578.3 and 576.2

**The populations served by ESG and CoC programs are a subset of the HOME-ARP QPs.**

# Comparison of HOME-ARP qualifying populations vs. CoC/ESG eligible participants

| HOME-ARP QPs | CoC/ESG eligible participants | Comparison |
|---|---|---|
| Homeless, as defined in 24 CFR 91.5 *Homeless* (1), (2), or (3), which aligns with the CoC/ESG definition with one exception. | Homeless, as defined in 24 CFR 578.3 and 576.2. | HOME-ARP QPs and CoC/ESG program participants share many attributes, with one exception: Category 4 as defined in 24 CFR 578.3 and 576.2, *people fleeing or attempting to flee domestic violence*, is not included in the HOME-ARP QP homeless definition. More information below. |
| At risk of homelessness, as defined in 24 CFR 91.5, which aligns with the CoC/ESG definition. | At risk of homelessness, as defined in 24 CFR 578.3 and 576.2. | No differences. These programs serve the same populations at risk of homelessness. |
| Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined by HUD in 24 CFR 5.2003 and Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7102). | Homeless, category 4 as defined in 24 CFR 578.3: Any individual or family who: (i) is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; (ii) Has no other residence; and (iii) Lacks the resources or support networks to obtain other permanent housing. | The definition of HOME-ARP QP is broader than the CoC/ESG definition of eligible participants.<br><br>The HOME-ARP QP includes *persons fleeing or attempting to flee human trafficking,* which includes both sex and labor trafficking, as outlined in the Trafficking Victims Protection Act of 2000, as amended (22 USC 7102).<br><br>HOME-ARP eliminates the CoC/ESG requirement that an individual or family:<br>• has no other residence; and<br>• lacks resources or support networks<br><br>PJs must consider the domestic violence/sexual assault/trafficking QP a separate population from the homeless population. |

# Comparison of HOME-ARP qualifying populations vs. CoC/ESG eligible participants

| HOME-ARP QPs | CoC/ESG eligible participants | Comparison |
|---|---|---|
| Other Populations: Other families, defined as households who have previously been qualified as "homeless" under 24 CFR 91.5, are currently housed due to temporary or emergency assistance, **and** who need additional housing assistance or supportive services to avoid a return to homelessness. | No equivalent definition. | Households under this HOME-ARP QP might be currently served in a homeless service program or considered homeless under the CoC/ESG definition, depending on the temporary or emergency assistance being provided. |
| Other Populations: At greatest risk of housing instability, defined as households who meet either (i) or (ii) below:<br>i. have annual incomes less than or equal to 30% Annual Median Income (AMI) and experience severe housing cost burden (pay more than 50% of monthly income toward housing); or<br>ii. have annual incomes less than or equal to 50% AMI and meet one of seven housing instability conditions from the QP definition established at 24 CFR 91.5: *At risk of homelessness*, paragraph (iii), and outlined in the HOME-ARP Notice. | At risk of homelessness as defined in Notice CPD-20-08 Waivers and Alternative Requirements for the ESG Program Under the CARES Act.<br><br>CPD-20-08 **temporarily**[1] expanded the income limit in the definition of *at risk of homelessness*, as defined in 24 CFR 576.2, paragraph (1)(i), to 50% AMI for ESG-CV and annual ESG funds used to prevent, prepare for, and respond to coronavirus.<br><br>Persons must also lack sufficient resources or support networks to prevent them from moving to an emergency shelter or another place described under the "homeless" definition in accordance with 24 CFR 576.2 (ii) AND must meet one of the conditions in (iii). | At greatest risk of housing instability (i) is different than the ESG/CoC at risk of homelessness definitions which does not include the condition *experiencing severe cost burden*.<br><br>At greatest risk of housing instability (ii) and the CPD-20-08 **temporarily** expanded definition of *at risk of homelessness* serve the same populations.<br><br>The expanded income eligibility ends on 9/30/2023 for ESG-CV funds and 6/30/2024 for reallocated ESG-CV funds as outlined in Notice CPD-22-06. |

[1] This wavier for homeless prevention eligibility is in effect for ESG-CV funds. The expanded income eligibility ends on 9/30/2023 for ESG-CV funds and 6/30/2024 for reallocated ESG-CV funds (Notice CPD-22-06). The expanded income eligibility for annual ESG funds used to prevent, prepare for and respond to coronavirus expired on 9/30/2022.

## Comparison of HOME-ARP qualifying populations vs. CoC/ESG eligible participants

| HOME-ARP QPs | CoC/ESG eligible participants | Comparison |
|---|---|---|
| Veterans and families that include a veteran family member that meet the definition of a QP. | Veterans experiencing homelessness. | No difference. Both programs serve veterans when that veteran or their household qualifies under the existing criteria. |

**Additional Resources**

This crosswalk is part of a series of documents that can be used together or separately to assist PJs in making informed decisions about HOME-ARP projects and activities in which there are ESG or CoC program funds. The two other crosswalks in this series are:

**HOME-ARP Eligible Activities: CoC/ESG Housing and Services Crosswalk** provides an overview of how HOME-ARP eligible activities differ from the housing and services provided through the ESG and CoC programs. Understanding these differences will allow PJs to consider whether program design changes are necessary to ensure that a project proposed by a CoC or homeless service provider will meet HOME-ARP requirements.

**Homeless Housing and Services Funding Crosswalk** provides an overview of common funding sources for housing and services for persons at risk of or experiencing homelessness and other special populations. This overview of existing resources will assist PJs with the review of proposed HOME-ARP projects and activities, in particular those that layer funding from multiple sources.

*This material is based upon work supported, in whole or in part, by Federal award number Z-21-TA-MD-0001 awarded to Abt Associates, Inc by the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. Neither the United States Government, nor any of its employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately-owned rights. Reference herein to any individuals, agencies, companies, products, process, services, service by trade name, trademark, manufacturer, or otherwise does not constitute or imply an endorsement, recommendation, or favoring by the author(s), contributor(s), the U.S. Government or any agency thereof. Opinions contained herein are those of the author(s) and do not necessarily reflect the official position of, or a position that is endorsed by, HUD or any Federal agency.*






# Temporary and/or Transitional Housing

(Definition)

**Temporary Housing** Temporary Housing refers to a time-limited housing project where households experiencing homelessness or fleeing domestic violence may stay and receive shelter and supportive services that are designed to enable individuals to move into permanent housing. Temporary Housing may be site-based or scattered-site. There are three types of Temporary Housing recognized by the TX BoS CoC at this time: Emergency Shelter (ES), Inclement Weather Emergency Shelter (IWES), and Transitional Housing (TH).

**Emergency Shelter** (ES) is a temporary shelter designed to assist with an individual's or family's immediate housing crisis. ES may be site-based, e.g., a standard shelter building, or scattered-site, e.g., hotel vouchers or master-leased apartment units, and serve only those households that are literally homeless (Category 1 of the HEARTH Act definition of "homeless") or fleeing domestic violence (Category 4 of the HEARTH Act definition of "homeless"). Households should not be denied access to ES due to lack of identification/proof of residency, unless required to produce this documentation by a supplemental funding source.

**Inclement Weather Emergency Shelter** (IWES) is a temporary shelter designed to assist with an individual's or family's immediate housing crisis, typically during inclement weather, e.g., extreme cold, extreme heat, or a severe weather event. Because IWES is typically only available during severe weather events, the location/type of shelter may not be consistent each time it is made available.

**Transitional Housing** (TH) refers to a time-limited temporary housing project where households experiencing homelessness or fleeing domestic violence may stay and receive supportive services that are designed to enable individuals to move into permanent housing.

# EXHIBIT I

Photos of 516 W. 32nd Street


516





# EXHIBIT J

Property Details

# Property Detail

Account Number: **150000050006020000**
Tax Year: **2024** Change Year: **2024**

Tax History | Print This Page | Map It | Search Results

## Ownership Information

| | |
|---|---|
| YEAR | 2024 |
| PIN NUMBER | R204534 |
| ACCOUNT NUMBER | 1-50000-0500-06-020000 |
| OWNER | TYLER CITY OF NEIGHBORHOOD SERVICES |
| IN CARE OF | |
| ADDRESS | 900 W GENTRY PKWY |
| CITY | TYLER |
| STATE | TX |
| ZIP | 75702-0000 |

## Certified Values

| | | |
|---|---|---|
| IMPROVEMENT VALUE | (+) | $341,069 |
| LAND VALUE | (+) | $11,400 |
| MARKET VALUE | (=) | **$352,469** |

## Jurisdictions

| | |
|---|---|
| COUNTY | SMITH COUNTY |
| CITY | CITY OF TYLER |
| ISD | TYLER ISD |
| COLLEGE | TYLER JR. COLLEGE |

## Estimated Tax Information*

| | |
|---|---|
| COUNTY | $0.00 |
| CITY | $0.00 |
| ISD | $0.00 |
| COLLEGE | $0.00 |
| **TOTAL TAX** | **$0.00** |

* For Actual Tax Levy contact Gary Barber Tax Assessor/Collector at (903) 590-2920.
Tax amounts shown are only Estimates prepared by Smith County Appraisal District.

## Legal Information

| | |
|---|---|
| LOCATION | 516 W 32ND ST |
| MAP NUMBER | 06060 |
| MAP GRID | I-15.3A |
| ABSTRACT | NORTHCHASE WEST ADDN |
| SUBDIVISION | NORTHCHASE WEST ADDN |
| SECTION | |
| BLOCK/LOT/TRACT | BLOCK 500-F LOT 20 |
| ACRES | 0.506 |

2024 Notice of Appraised Value

## Deed Information

| | |
|---|---|
| RECORDING DATE | 7/16/2024 |
| INSTRUMENT | WD 20143 |
| VOLUME NUMBER | |
| PAGE NUMBER | |

## Exemptions

HOMESTEAD APPLICATION
DOWNLOAD HOMESTEAD APPLICATION (PDF)
TOTAL EXEMPTION

* For privacy reasons not all exemptions are shown online.

## Dwelling Information

| # | DESCRIPTION | YEAR | CONDITION | SQFT | CONSTRUCTION | BATHS | FIREPLACE | MH LABEL | MH SERIAL NUM | HVAC |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | RESIDENCE (PRI) | 2023 | EXCELLENT | 2005 | MASONITE | 3 | | | | CNTRL |

# Temporary and/or Transitional Housing

(Definition)

**Temporary Housing** Temporary Housing refers to a time-limited housing project where households experiencing homelessness or fleeing domestic violence may stay and receive shelter and supportive services that are designed to enable individuals to move into permanent housing. Temporary Housing may be site-based or scattered-site. There are three types of Temporary Housing recognized by the TX BoS CoC at this time: Emergency Shelter (ES), Inclement Weather Emergency Shelter (IWES), and Transitional Housing (TH).

**Emergency Shelter** (ES) is a temporary shelter designed to assist with an individual's or family's immediate housing crisis. ES may be site-based, e.g., a standard shelter building, or scattered-site, e.g., hotel vouchers or master-leased apartment units, and serve only those households that are literally homeless (Category 1 of the HEARTH Act definition of "homeless") or fleeing domestic violence (Category 4 of the HEARTH Act definition of "homeless"). Households should not be denied access to ES due to lack of identification/proof of residency, unless required to produce this documentation by a supplemental funding source.

**Inclement Weather Emergency Shelter** (IWES) is a temporary shelter designed to assist with an individual's or family's immediate housing crisis, typically during inclement weather, e.g., extreme cold, extreme heat, or a severe weather event. Because IWES is typically only available during severe weather events, the location/type of shelter may not be consistent each time it is made available.

**Transitional Housing** (TH) refers to a time-limited temporary housing project where households experiencing homelessness or fleeing domestic violence may stay and receive supportive services that are designed to enable individuals to move into permanent housing.

**ORDINANCE NO. O-2025-___**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, DIRECTING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO EXECUTE AN AGREEMENT TO TRANSFER CITY-OWNED PROPERTY TO NONPROFIT ORGANIZATION, EAST TEXAS CARES RESOURCE CENTER, INC., TO FACILITATE A PUBLIC PURPOSE FOR THE CITY BY ADMINISTERING DAY-TO-DAY RESPONSBILITES FOR A NON-CONGREGATE SHELTER HOUSING THE QUALIFYING POPULATION WHICH INCLUDES THOSE AT RISK OF HOMELESSNESS AND/OR HOUSING INSTABILITY; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, it is the intent of the City Council to promote, encourage, develop affordable housing, and alleviate homelessness; and

**WHEREAS,** the City of Tyler, Community Development Block Grant received HUD HOME-ARP program funding in the amount of $1,313,072.00 to specifically address the need for non-congregate temporary housing shelters that will serve families, adults, and or individuals who may be experiencing homelessness or on the verge of becoming homeless, in accordance to the four "qualifying populations" set by HUD's HOME-ARP plan; and

**WHEREAS,** the CDBG purchased two homes located at 512 W. 32nd Street, Tyler, Texas 75702, and 516 W. 32nd Street, Tyler, Texas, 75702. Both homes were not built by the City of Tyler but were newly constructed units purchased with HOME-ARP funds because they meet what is considered a non-congregate shelter; and

**WHEREAS,** HUD funding requires that these units be used as temporary shelters for qualified homeless candidates through a social service agency, in this case, the East Texas Cares Resource Center, which has agreed to function in this capacity to carry out the day-to-day functions; and

**WHEREAS,** the HOME-ARP (American Rescue Plan) defines "*qualifying population*" as a person deemed homeless or at risk of being homeless as defined in 24 CFR 91.5, a person fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined by the U.S. Department of Housing and Urban Development (HUD), and other populations consisting of those who do not qualify under the above three qualifying population definitions but meet one of the "other" populations criteria identified in Section IV of the HOME-ARP Notice. "*Other*" populations are persons experiencing homelessness as defined in 24 CFT 578.3 and 576.2, as well as persons at risk of homelessness as defined in 24 CFR 578.3 and 576.2; and

**WHEREAS,** the HOME-ARP (American Rescue Plan) defines *non-congregate* shelter as one or more buildings that provide private units or rooms for temporary shelter, serve individuals and families that meet one or more of the "qualifying populations," and do not require occupants to sign a lease or occupancy agreement; and

**WHEREAS,** the Admission and Occupancy Rule states that HOME-ARP units may only be occupied by individuals or families that meet the criteria for one or more of the *"qualifying population,"* thus the transferred property will not be used as rental property because they are defined and designated as temporary shelters by HUD; and

**WHEREAS,** the transferred property program participants may not be charged occupancy fees or other charges to occupy a HOME-ARP, unit unless the City determines such fees and charges are customary and reasonable and the charges comply with 24 CFR 578.77(b); and

**WHEREAS**, Texas Local Government Code §253.011 authorizes the City to enter into an agreement to transfer real property to a nonprofit organization whereby the nonprofit organization must use the property in a manner that primarily promotes a *public purpose* of the City; and

**WHEREAS,** the **CITY** desires to transfer the real property to East Texas Cares Resource Center, Inc., a nonprofit organization exempt from federal taxation under Section 501(c)(3), Internal Revenue Code; and

**WHEREAS,** the **CITY** believes that East Texas Cares Resource Center, Inc., would be best able to maintain and use both properties as *non-congregate* shelter(s) to promote *public purposes* for *qualifying populations* that seek to assist and alleviate homelessness in the City of Tyler in accordance with the HOME-ARP (American Rescue Plan) provisions; and

**WHEREAS,** the organization, East Texas Cares Resource Center, Inc., is to use the facility in compliance with the HOME ARP (American Rescue Plan) Program for either *non-congregate* shelter, tenant-based rental assistance, or supportive services to address the "*qualifying population*" at risk of becoming homeless; and

**WHEREAS,** the organization, East Texas Cares Resource Center, Inc., agrees to be solely responsible for the maintenance, appearance, preservation, restoration and care of the property located at 516 W. 32nd Street, Tyler, Texas, 75701 and 512 W. 32nd Street, Tyler, Texas, 75701; and

**WHEREAS,** the organization, East Texas Cares Resource Center, Inc., agrees to comply with all applicable federal, state, and local laws, including any applicable requirement to obtain and maintain a Special Use Permit to operate; and

**WHEREAS,** the City shall have the right to periodically inspect the real property for the term of the agreement and for the purposes of making recommendations, including, but not limited to, authorized use, maintenance, appearance, preservation, restoration, and care of the real property by the organization, East Texas Cares Resource Center, Inc., and

**WHEREAS,** pursuant to Texas Local Government Code §253.011 if the nonprofit organization, East Texas Cares Resource Center, Inc., at any time fails to use the property in a manner that promotes the *public purposes described herein*, ownership of the property automatically reverts to the City; and

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

**Part 1:** That the findings set forth above are incorporated into the body of this ordinance as if fully set forth herein.

**Part 2.** That the City Manager of the City of Tyler, and/or designated City Staff, is hereby authorized, empowered, and directed to take all actions necessary to execute and effectuate the transfer of property(s) located at 512 W. 32nd Street, Tyler, Texas 75702, and 516 W. 32nd Street, Tyler, Texas 75702 specifically address the need for non-congregate temporary housing shelters that will serve families, adults, and or individuals who may be experiencing homelessness or on the verge of becoming homeless, in accordance to the four "qualifying populations" set by HUD's HOME-ARP plan.

**Part 3.** That the non-profit organization, East Texas Cares Resource Center, Inc., shall utilize the properties located at 512 W. 32nd and 516 W 32nd Street, Tyler, Texas, as a non-congregate shelter to promote and administer the day-to-day functions of the following *public purposes* to the *qualifying population* only:

1. Development and diversification of programs and services provided to the community; and/or
2. Assist an individual or family who lacks a fixed, regular, and adequate nighttime residence; and/or
3. Expect to serve people who are experiencing homelessness/ or on the verge of homelessness annually; and/or
4. Customize protocols for resident intake, discharge, conflict resolution, and data management; and/or
5. Aid the community in overcoming social, cultural, and economic barriers through educational programs and instructions; and/or
6. Provide non-congregate shelter for those at risk of homelessness, domestic violence, sexual violence, or at risk of housing instability, and/or
7. Establish an agreement for respectful cohabitation and program participation, promoting safety and accountability; and/or
8. Intake interview and background check documents of that individual or family who lacks a fixed, regular, and adequate nighttime residence, or is at risk of imminently losing their primary nighttime residence from the "qualifying population"; and/or
9. Assist temporary residents pursue educational opportunities or job training programs to help secure sustainable employment.

**Part 4:** That the City Manager of the City of Tyler, and/or designated City Staff, is hereby authorized, empowered, and directed to take all actions necessary to execute and effectuate the transfer of property(s) located at 512 W. 32nd Street, Tyler, Texas 75702, and 516 W. 32nd Street, Tyler, Texas 75702.

**PART 5:** That should any section, subsection, sentence, provision, clause, or phrase be held to be invalid for any reason, such holding shall not render invalid any other section, subsection, sentence, provision, clause, or phrase of this ordinance and the same are deemed severable for this purpose.

**PART 6:** This ordinance shall become effective upon approval.

**PASSED AND APPROVED** this 8th day of January, A. D., 2025.

_____
DON P. WARREN, MAYOR
CITY OF TYLER, TEXAS

ATTEST:

APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH PULLUM,
CITY ATTORNEY

# HOME-ARP Program Fact Sheet: Non-Congregate Shelter

## Overview:

HOME-ARP funds may be used to acquire and develop non-congregate shelter (HOME-ARP NCS) for individuals and families that meet one of the Qualifying Populations defined in the CPD Notice: *Requirements for the Use of Funds in the HOME-American Rescue Plan Program* ("the Notice"). NCS provides private units or rooms as temporary shelter to individuals and families and do not require occupants to sign a lease or occupancy agreement. This activity may include the construction of new structures or the acquisition and/or rehabilitation of existing structures (such as motels, nursing homes, or other facilities) to be for use as HOME-ARP NCS. The Notice establishes requirements applicable to HOME-ARP NCS.

## Eligible Activities and Costs:

- Eligible Activities: HOME-ARP funds may be used to acquire, rehabilitate, or construct NCS units to serve individuals and families Qualifying Populations.
- Eligible Costs: HOME-ARP funds may be used for:
  - *Acquisition Costs*: Costs to acquire improved or unimproved real property for use as or development of HOME-ARP NCS.
  - *Demolition Costs*: Costs to demolish existing structures for the purpose of developing HOME-ARP NCS.
  - *Development Hard Costs*: Costs to rehabilitate or construct HOME-ARP NCS units to meet the HOME-ARP minimum habitability standards. Costs to make improvements to the project site, including installation of utilities or utility connections, laundry facilities, community facilities, on-site management, or supportive service offices.
  - *Related Soft Costs*: Reasonable and necessary costs incurred by the PJ, subrecipient, or project owner associated with financing, acquisition, and development of HOME-ARP NCS projects.
  - *Replacement Reserve*: Costs to capitalize a replacement reserve to cover reasonable and necessary costs of replacing major systems and their components.
- Ineligible Costs: HOME-ARP funds may not be used to pay ongoing costs of operating HOME-ARP NCS or to convert NCS to housing.

## Admission and Occupancy:

- HOME-ARP NCS units may only be occupied by individuals or families that meet the criteria for one or more of the Qualifying Populations.
- Program participants may not be charged occupancy fees or other charges to occupy a HOME-ARP NCS unit unless the PJ determines such fees and charges are customary and reasonable and the charges comply with 24 CFR 578.77(b).

- PJs are encouraged to incorporate HOME-ARP NCS units into the CE established by the CoC(s) for the area the NCS is funded to serve, if the CE complies with the requirements established in the HOME-ARP Notice.
- HOME-ARP supportive services may also be provided, if needed, to Qualifying Populations served by the NCS.

**Project Requirements:**

- Property and Habitability Standards: At project completion, HOME-ARP NCS units and common areas must meet all applicable State and local codes, ordinances, and requirements and HUD's Lead Safe Housing Rules at 24 CFR Part 35. Project classification as acquisition only, rehabilitation, or new construction is determined by the PJ's local code requirements based on specific work to be performed. Projects must meet HOME-ARP NCS ongoing property standards throughout the restricted use period.
- Restricted Use Period: HOME-ARP NCS projects must comply with HOME-ARP requirements during the restricted use period established in the HOME-ARP Notice.

| | |
|---|---|
| New Construction: | 15 years |
| Rehabilitation: | 10 years |
| Acquisition Only: | 10 years |

- Use as NCS: The NCS may remain as HOME-ARP NCS for the restricted use period or may be used as NCS under the Emergency Shelter Grant (ESG) program.
- Conversion to Housing: ARP permits HOME-ARP NCS units to be converted into permanent housing under the Continuum of Care (CoC) program or permanent affordable housing during the restricted use period in accordance with requirements established in the Notice. No HOME-ARP funds may be used for conversion.
  - *Minimum Use Period*: All HOME-ARP NCS projects must be operated as NCS for a minimum period of time prior to conversion. The minimum use period prior to conversion varies based on the original HOME-ARP NCS eligible activity undertaken and the amount of funds invested in the project.
  - *Permanent Affordable Housing*: During the restricted use period, but only after the HOME-ARP NCS minimum use period, a PJ may provide written approval to convert the project from HOME-ARP NCS to permanent affordable housing (e.g., affordable multifamily rental housing, transitional housing) in accordance with the requirements prescribed in the PJ's written agreement with the HOME-ARP NCS owner.
  - *CoC Permanent Housing*: During the restricted use period, but only after the HOME-ARP NCS minimum use period has been met, a PJ may permit conversion of a HOME-ARP NCS project to permanent housing under 24 CFR 578.43 (acquisition) and/or 24 CFR 578.45 (rehabilitation) of the CoC program regulations. Conversions must comply with any conversion requirements established in the PJ's written agreement with the HOME-ARP NCS owner. If conversion is planned, the HOME-ARP NCS use restrictions must

remain in place until the project is approved for CoC funding and the required CoC restrictions are imposed on the property.

**PJ Management and Oversight:**

- Project Development Due Diligence: Before awarding HOME-ARP funds to a HOME-ARP NCS project, PJs must determine that acquisition and/or development is financially feasible. The PJ is responsible for maintaining continued operation of the NCS and must consider whether the HOME-ARP NCS project has secured or has a high likelihood of securing operating funding, because operating costs cannot be paid with HOME-ARP.

  PJs must assess HOME-ARP NCS projects, including a review of information from the owner and/or developer that demonstrates the project's financial feasibility throughout the restricted use period.

  Before committing funds, PJs should also determine whether the owner intends to continue operating the project as HOME-ARP NCS or emergency shelter NCS under ESG for the restricted use period or plans to convert the HOME-ARP NCS to housing after the minimum use period has been met. In such instances, the PJ should consider the physical design needs of an eventual conversion in its evaluation of the HOME-ARP NCS project.

# CITY OF TYLER
# CITY COUNCIL COMMUNICATION

**Agenda Number:** **M-1**

**Date:** **January 8, 2025**

**Subject:** **Request that the City Council consider authorizing the City Manager to approve the Ordinance and transfer of properties the City purchased with HOME-ARP funding located at 512 W. 32nd and 516 W. 32nd to the East Texas Cares Resource Center to address shelter for the increasing homeless population.**

**Page:** **1 of 2**

**Item Reference:** **Temporary Shelter to address the at-risk qualifying population.**

This proposed project was developed by HUD with the use of HOME grant funds to address the American Rescue Plan Program. Thus, the HOME-ARP program was created. All participating city jurisdictions with HUD were encouraged to write and submit an allocation plan that would allow a participating jurisdiction (PJ) to receive additional funding to address the increasing homeless population, specifically the qualifying homeless population. A written and submitted plan by Neighborhood Services (NBS) was approved by HUD. With the approval, the City's Community Development Department received an additional HOME grant allocation of funding in the amount of $1,313,072.00 to specifically address the need for non-congregate temporary housing shelters that will serve families, adults, and or individuals who may be experiencing homelessness or on the verge of becoming homeless, in accordance to the four "qualifying populations" set by HUD's HOME-ARP plan.

The two homes located at 512 W. 32nd and 516 W. 32nd were not built by the City of Tyler but were newly constructed units built by a local contractor. Both homes were purchased with HOME-ARP funds because they meet what is considered a non-congregate shelter. The structures, located side-by-side, met the criteria as a non-congregate shelter (particularly for families). Both homes have five bedrooms, three full bathrooms, a large kitchen, and open interior space. The surrounding location is even more conducive. There is a city bus stop directly across the street from these units, the Glass Recreation Center is only a block away, and a community church is directly behind the structures.

These units will be used as temporary shelters for qualified homeless candidates through a social service agency, in this case, the East Texas Cares Resource Center, which has agreed to function in this capacity. Those selected temporary candidates will have information submitted to HUD through NBS, and participation will be monitored. The East Texas Cares Resource Center will be responsible for operating the day-to-day functions of the shelter. HOME-ARP funds cannot be used for the daily operations of the temporary homeless shelter. HOME-ARP funds cannot be used to pay ongoing costs to operate the shelter facility; however, some funds can be used for supportive services or to improve the property.

The homes will not be used as rentals because they are defined and designated as temporary shelters. The Admission and Occupancy Rule states: "HOME-ARP NCS units may only be occupied by individuals or families that meet the criteria for one or more of the Qualifying Populations." It has also stated, "Program participants may not be charged occupancy fees or other charges to occupy a HOME-ARP NCS unit unless the PJ determines such fees and charges are customary and reasonable and the charges comply with 24 CFR 578.77(b). "

**RECOMMENDATION:**

It is recommended that the City Council consider adopting the transfer of properties 512 W. 32nd and 516 W. 32nd to the East Texas Cares Resource Center to carry out the day-to-day functions in providing temporary shelter for families, adults, or individuals at risk of becoming homeless based on the four "qualifying populations addressed by the U.S. Department of Housing and Urban Development (HUD). Also request approval of the Ordinance for this program.

**ATTACHMENTS:**

1. Agreement- East Texas Cares for 512 W. 32nd Street property
2. Agreement – East Texas Cares for 516 W. 32nd property
3. Special Warranty Deed, 512 W. 32nd Street property
4. Special Warranty Deed, 516 W. 32nd Street property
5. Ordinance for HOME-ARP program
6. Definition of Transitional Housing, HOME-ARP
7. Non-Congregate Shelter, HOME-ARP

**Drafted/Recommended By:**
**Department Leader**



**Larry Everett, Community Development Manager,**
**Neighborhood Services Department**

**Edited/Submitted By:**
**City Manager**



# Agenda Item M-1

Transfer of Property to a
Non-Profit Organization for Temporary Shelter and
Approve the Ordinance of the Program

# Both Homes Located on 32nd St.



# Interior Views









# Temporary Shelter

- Purchase of the homes was funded by HUD through a grant from the HOME-ARP program to acquire or develop non-congregate shelters

- A non-congregate shelter (NCS) provides private units and/or rooms as a temporary shelter to families or individuals. Unlike traditional shelters with large open spaces and limited privacy.  NCS locations will offer a better level of privacy.

- Homes to serve as non-congregate shelters for citizens who meet the “qualifying population” as set by the U. S. Department of Housing and Urban Development (HUD) through the American Rescue Plan, known as the HOME-ARP program.

# Qualifying Population

There are four qualifying populations as eligible participants:

1. An individual or family who lacks a fixed, regular, and adequate nighttime residence.

2. A person or family who lacks sufficient income or resources to prevent immediate homelessness.

3. A case where a family or individual believes there is a threat of imminent harm, life-threatening conditions, family violence, or sexual assault.

4. Households that have an annual income below 30 percent of AMI and experience severe cost burden with a great risk of housing instability.

# Services to be Provided by the Agency

- Expect to serve and qualify people who are experiencing homelessness.
- Customize protocols for resident intake, background check, discharge, and conflict resolution when providing services for a non-congregate shelter.
- Provide food and meals through the food pantry program.
- Case manager will help constituents apply for eligible assistance.
- Assist temporary residents in pursuing educational opportunities and/or job training programs.
- Establish an agreement for respectful cohabitation and program participation, promoting safety and accountability.

*Please note: this property reverts back to the City of Tyler if services are not provided in alignment with the City's mission and expectations.*

# Transfer of Property

*Request that the City Council consider adopting the transfer of properties 512 W. 32nd and 516 W. 32nd to the East Texas Cares Resource Center to carry out the day-to-day functions in providing temporary shelter for families, adults, or individuals at risk of becoming homeless based on the four “qualifying populations as addressed by the U.S. Department of Housing and Urban Development (HUD).

*Also consider to approve the Ordinance of the Program.

# The End

**ANY QUESTIONS?**

# CITY OF TYLER
# CITY COUNCIL COMMUNICATION

**Agenda Number.** M-2

**Date:** January 8, 2025

**Subject:** Request that the City Council consider authorizing the City Manager to execute a Capital Improvements Project contract in the amount of $1,813,982.00 with Capps-Capco Construction, Inc. for the 2024 Water System Improvements 2-Inch Line Replacement Program, Bid No. 24-040 and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

**Item Reference:**

The City of Tyler water distribution system has a large number of two-inch water mains that are in need of replacement and to be upsized. Historically, two-inch water mains have a high failure rate and call for emergency repairs from the Service Center. Due to the high failure rate, Tyler Water Utility coordinates with the Engineering Department to ensure that streets with two-inch water mains are not overlayed in the annual overlay program to avoid street cuts in a freshly overlayed street. With this in mind, we have identified areas to replace the existing two-inch main with a six-inch main so that the annual overlay program may be able to rehabilitate these roads when the utility work is complete. This package of 2 - Inch Water Main Replacement will total approximately 10,000 LF of new 6" water main replacing aging infrastructure.

Sealed bids were open on November 26, 2024 in City Council Chambers and are as follows:
Capps- Capco Construction - $1,813,982.00
Precisions Civil, LLC - $2,272,934.00
Lopez Utilities Contractor, LLC - $2,161,422.00
Reynolds & Kay, LTD. - $2,219,291.75
A.E. Shull & Company - $2,311,009.58
Bull G Construction - $2,493,282.00

The City of Tyler has worked with this company many times in the past, and the projects have always been satisfactorily completed project specifications in a timely manner. Based on this information, it is recommended to award this contract to Capps-Capco Construction, Inc. in the base bid amount of $1,813,982.00.

**RECOMMENDATION:**

**It is recommended that the City Council consider authorizing the City Manager to execute a**

**Capital Improvements Project contract in the amount of $1,813,982.00 with Capps-Capco Construction, Inc. for the 2024 Water System Improvements 2-Inch Line Replacement Program, Bid No. 24-040 and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.**

**Attachments:**
Award Recommendation Letter with Bid Tabulation
Cover Sheet and Site Map
2-inch Replacement_Future Debt_Resolution Form_Constrution

**Drafted/Recommended By:**
**Department Leader** Jacob Yanker, Utilities Project Engineer/ Kate Dietz, PE, Director of Utilities

**Edited/Submitted By:**
**City Manager**

ELLEDGE ENGINEERING CORPORATION
P.O. Box 7110
Tyler, Texas 75711
(903) 780-3251

November 27, 2024

Mr. Jacob Yanker, E.I.T., Project Engineer
Tyler Water Utilities
P.O. Box 2039
Tyler, Texas 75710-2039

**RE: City of Tyler Bid No. 24-040**
**2024 Water System Improvements**
**2-Inch Line Replacement Program**
**Recommendation of Award**

Dear Mr. Yanker:

As you know, bids were received for the referenced project on November 26, 2024. A tabulation of the bids is attached to this correspondence. Base bid amounts ranging from $1,813,982.00 to $2,493,282.00 were received from six contractors. The low base bid was submitted by Capps-Capco Construction, Inc. of Tyler, Texas. Capps-Capco Construction, Inc. has a positive history working on City of Tyler utility projects. We have worked with this company many times in the past and the projects have always been satisfactorily completed to project specifications in a timely manner.

Based upon this information, we recommend the award of this contract to Capps-Capco Construction, Inc. in the base bid amount of $1,813,982.00.

Respectfully submitted,

Phil Elledge, President
Elledge Engineering Corporation
TBPE F-16917

Enclosures

CITY OF TYLER
Bid No. 24-040
2024 WATER SYSTEM IMPROVEMENTS
2-INCH LINE REPLACEMENT PROGRAM

BID TABULATION

11/26/2024

| BID ITEMS | | | | BULL G CONSTRUCTION | | A.E. SHULL & COMPANY | | REYNOLDS & KAY, LTD. | |
|---|---|---|---|---|---|---|---|---|---|
| Item No. | Base Bid Schedule | Unit | QTY | Unit Cost | Total Cost | Unit Cost | Total Cost | Unit Cost | Total Cost |
| | **WATER IMPROVEMENTS** | | | | | | | | |
| 1 | 6" PVC Water Main, C-900, DR18 | LF | 9,983 | $80.00 | $798,640.00 | $44.67 | $445,940.61 | $51.00 | $509,133.00 |
| 2 | 4" PVC Water Main, C-900, DR18 | LF | 15 | $25.00 | $375.00 | $31.00 | $465.00 | $54.25 | $813.75 |
| 3 | 2" PVC Water Main, ASTM D-2241, SDR17 | LF | 50 | $20.00 | $1,000.00 | $20.00 | $1,000.00 | $50.00 | $2,500.00 |
| 4 | 16" Steel Casing, with 3/8" Min. Wall Thickness | LF | 182 | $110.00 | $20,020.00 | $81.85 | $14,896.70 | $100.00 | $18,200.00 |
| 5 | Railroad Bore - 8" PVC, AWWA C900, DR18 Carrier Pipe | LF | 107 | $90.00 | $9,630.00 | $39.00 | $4,173.00 | $100.00 | $10,700.00 |
| 6 | Railroad Bore - 16" Dry Bore | LF | 97 | $400.00 | $38,800.00 | $1,085.23 | $105,267.31 | $700.00 | $67,900.00 |
| 7 | E. Front Road Bore - 8" PVC, AWWA C900, DR18 Carrier Pipe | LF | 95 | $80.00 | $7,600.00 | $39.00 | $3,705.00 | $100.00 | $9,500.00 |
| 8 | E. Front Road Bore - 16" Dry Bore | LF | 85 | $40.00 | $3,400.00 | $299.00 | $25,415.00 | $485.00 | $41,225.00 |
| 9 | Fire Hydrant Assembly | EA | 17 | $6,000.00 | $102,000.00 | $7,846.09 | $133,383.53 | $9,100.00 | $154,700.00 |
| 10 | 12" X 6" Tapping Sleeve and Valve Assembly | EA | 3 | $6,000.00 | $18,000.00 | $3,111.00 | $9,333.00 | $5,000.00 | $15,000.00 |
| 11 | 6" Tapping Sleeve and Valve Assembly | EA | 20 | $6,000.00 | $120,000.00 | $2,976.00 | $59,520.00 | $4,200.00 | $84,000.00 |
| 12 | 4" Tapping Sleeve and Valve Assembly | EA | 1 | $6,000.00 | $6,000.00 | $2,305.00 | $2,305.00 | $3,700.00 | $3,700.00 |
| 13 | 6" Gate Valve | EA | 14 | $1,723.00 | $24,122.00 | $2,110.50 | $29,547.00 | $1,500.00 | $21,000.00 |
| 14 | 2" Gate Valve | EA | 1 | $1,000.00 | $1,000.00 | $1,368.98 | $1,368.98 | $1,200.00 | $1,200.00 |
| 15 | Ductile Iron Fittings | LBS | 10,600 | $3.00 | $31,800.00 | $4.16 | $44,096.00 | $4.00 | $42,400.00 |
| 16 | 1" Service Line | LF | 2,695 | $5.00 | $13,475.00 | $19.99 | $53,873.05 | $2.00 | $5,390.00 |
| 17 | Connect New Water Services | EA | 140 | $736.00 | $103,040.00 | $1,200.00 | $168,000.00 | $1,300.00 | $182,000.00 |
| 18 | Connect Existing Water Mains | EA | 31 | $1,500.00 | $46,500.00 | $1,100.00 | $34,100.00 | $500.00 | $15,500.00 |
| 19 | Remove Existing Gate Valve From Service | EA | 23 | $300.00 | $6,900.00 | $889.00 | $20,447.00 | $400.00 | $9,200.00 |
| 20 | Trench Safety (Water) | LF | 12,600 | $1.00 | $12,600.00 | $5.00 | $63,000.00 | $2.00 | $25,200.00 |
| 21 | Remove and Salvage Existing Fire Hydrants | EA | 5 | $300.00 | $1,500.00 | $943.00 | $4,715.00 | $3,000.00 | $15,000.00 |
| 22 | Sawcut, Remove and Dispose of Concrete Pavement | SY | 73 | $20.00 | $1,460.00 | $175.00 | $12,775.00 | $100.00 | $7,300.00 |
| 23 | Concrete Pavement Repair | SY | 73 | $100.00 | $7,300.00 | $212.00 | $15,476.00 | $200.00 | $14,600.00 |
| 24 | Sawcut, Remove and Dispose of Asphalt Pavement | SY | 4,120 | $20.00 | $82,400.00 | $9.00 | $37,080.00 | $3.00 | $12,360.00 |
| 25 | Asphalt Pavement Repair | SY | 4,120 | $180.00 | $741,600.00 | $114.67 | $472,440.40 | $120.00 | $494,400.00 |
| 26 | Remove and Replace Curb & Gutter | LF | 1,190 | $33.00 | $39,270.00 | $99.00 | $117,810.00 | $35.00 | $41,650.00 |
| 27 | Cut, Cap & Abandon Existing Water Lines (All Sizes) | EA | 33 | $1,400.00 | $46,200.00 | $976.00 | $32,208.00 | $1,500.00 | $49,500.00 |
| 28 | Temporary Sediment Control Fencing | LF | 770 | $5.00 | $3,850.00 | $5.00 | $3,850.00 | $2.00 | $1,540.00 |
| 29 | Reestablish Vegetation | SY | 1,560 | $5.00 | $7,800.00 | $20.00 | $31,200.00 | $3.00 | $4,680.00 |
| 30 | SW3P Maintenance | LS | 1 | $3,000.00 | $3,000.00 | $9,500.00 | $9,500.00 | $27,000.00 | $27,000.00 |
| 31 | Mobilization & Bonds | LS | 1 | $70,000.00 | $70,000.00 | $215,119.00 | $215,119.00 | $220,000.00 | $220,000.00 |
| 32 | Traffic Control | MO | 12 | $2,000.00 | $24,000.00 | $3,250.00 | $39,000.00 | $1,000.00 | $12,000.00 |
| 33 | Allowance for Additional Work | LS | 1 | $100,000.00 | $100,000.00 | $100,000.00 | $100,000.00 | $100,000.00 | $100,000.00 |
| | **TOTAL BID PRICE** | | | | **$2,493,282.00** | | **$2,311,009.58** | | **$2,219,291.75** |

**CITY OF TYLER**
**Bid No. 24-040**
**2024 WATER SYSTEM IMPROVEMENTS**
**2-INCH LINE REPLACEMENT PROGRAM**

**BID TABULATION**

| BID ITEMS | | | | LOPEZ UTILITIES CONTRACTOR, LLC | | CAPPS-CAPCO CONSTRUCTION | | PRECISION CIVIL, LLC | |
|---|---|---|---|---|---|---|---|---|---|
| Item No. | Base Bid Schedule | Unit | QTY | Unit Cost | Total Cost | Unit Cost | Total Cost | Unit Cost | Total Cost |
| | **WATER IMPROVEMENTS** | | | | | | | | |
| 1 | 6" PVC Water Main, C-900, DR18 | LF | 9,983 | $54.00 | $539,082.00 | $39.00 | $389,337.00 | $68.00 | $678,844.00 |
| 2 | 4" PVC Water Main, C-900, DR18 | LF | 15 | $45.00 | $675.00 | $35.00 | $525.00 | $342.00 | $5,130.00 |
| 3 | 2" PVC Water Main, ASTM D-2241, SDR17 | LF | 50 | $35.00 | $1,750.00 | $35.00 | $1,750.00 | $102.00 | $5,100.00 |
| 4 | 16" Steel Casing, with 3/8" Min. Wall Thickness | LF | 182 | $475.00 | $86,450.00 | $160.00 | $29,120.00 | $79.00 | $14,378.00 |
| 5 | Railroad Bore - 8" PVC, AWWA C900, DR18 Carrier Pipe | LF | 107 | $110.00 | $11,770.00 | $65.00 | $6,955.00 | $71.00 | $7,597.00 |
| 6 | Railroad Bore - 16" Dry Bore | LF | 97 | $400.00 | $38,800.00 | $550.00 | $53,350.00 | $458.00 | $44,426.00 |
| 7 | E. Front Road Bore - 8" PVC, AWWA C900, DR18 Carrier Pipe | LF | 95 | $110.00 | $10,450.00 | $55.00 | $5,225.00 | $77.00 | $7,315.00 |
| 8 | E. Front Road Bore - 16" Dry Bore | LF | 85 | $400.00 | $34,000.00 | $295.00 | $25,075.00 | $363.00 | $30,855.00 |
| 9 | Fire Hydrant Assembly | EA | 17 | $6,800.00 | $115,600.00 | $7,450.00 | $126,650.00 | $8,263.00 | $140,471.00 |
| 10 | 12" X 6" Tapping Sleeve and Valve Assembly | EA | 3 | $7,000.00 | $21,000.00 | $4,250.00 | $12,750.00 | $5,488.00 | $16,464.00 |
| 11 | 6" Tapping Sleeve and Valve Assembly | EA | 20 | $3,950.00 | $79,000.00 | $3,950.00 | $79,000.00 | $5,294.00 | $105,880.00 |
| 12 | 4" Tapping Sleeve and Valve Assembly | EA | 1 | $3,500.00 | $3,500.00 | $3,650.00 | $3,650.00 | $4,712.00 | $4,712.00 |
| 13 | 6" Gate Valve | EA | 14 | $2,450.00 | $34,300.00 | $1,850.00 | $25,900.00 | $1,606.00 | $22,484.00 |
| 14 | 2" Gate Valve | EA | 1 | $875.00 | $875.00 | $1,500.00 | $1,500.00 | $950.00 | $950.00 |
| 15 | Ductile Iron Fittings | LBS | 10,600 | $5.00 | $53,000.00 | $8.00 | $84,800.00 | $2.50 | $26,500.00 |
| 16 | 1" Service Line | LF | 2,695 | $15.00 | $40,425.00 | $9.00 | $24,255.00 | $40.00 | $107,800.00 |
| 17 | Connect New Water Services | EA | 140 | $500.00 | $70,000.00 | $775.00 | $108,500.00 | $1,257.00 | $175,980.00 |
| 18 | Connect Existing Water Mains | EA | 31 | $1,800.00 | $55,800.00 | $800.00 | $24,800.00 | $814.00 | $25,234.00 |
| 19 | Remove Existing Gate Valve From Service | EA | 23 | $900.00 | $20,700.00 | $400.00 | $9,200.00 | $750.00 | $17,250.00 |
| 20 | Trench Safety (Water) | LF | 12,600 | $0.50 | $6,300.00 | $1.00 | $12,600.00 | $3.00 | $37,800.00 |
| 21 | Remove and Salvage Existing Fire Hydrants | EA | 5 | $1,000.00 | $5,000.00 | $1,100.00 | $5,500.00 | $1,000.00 | $5,000.00 |
| 22 | Sawcut, Remove and Dispose of Concrete Pavement | SY | 73 | $50.00 | $3,650.00 | $55.00 | $4,015.00 | $150.00 | $10,950.00 |
| 23 | Concrete Pavement Repair | SY | 73 | $110.00 | $8,030.00 | $170.00 | $12,410.00 | $250.00 | $18,250.00 |
| 24 | Sawcut, Remove and Dispose of Asphalt Pavement | SY | 4,120 | $30.00 | $123,600.00 | $15.00 | $61,800.00 | $15.00 | $61,800.00 |
| 25 | Asphalt Pavement Repair | SY | 4,120 | $80.00 | $329,600.00 | $80.00 | $329,600.00 | $50.00 | $206,000.00 |
| 26 | Remove and Replace Curb & Gutter | LF | 1,190 | $65.00 | $77,350.00 | $65.00 | $77,350.00 | $45.00 | $53,550.00 |
| 27 | Cut, Cap & Abandon Existing Water Lines (All Sizes) | EA | 33 | $875.00 | $28,875.00 | $700.00 | $23,100.00 | $538.00 | $17,754.00 |
| 28 | Temporary Sediment Control Fencing | LF | 770 | $6.00 | $4,620.00 | $5.00 | $3,850.00 | $10.00 | $7,700.00 |
| 29 | Reestablish Vegetation | SY | 1,560 | $12.00 | $18,720.00 | $9.00 | $14,040.00 | $21.00 | $32,760.00 |
| 30 | SW3P Maintenance | LS | 1 | $4,500.00 | $4,500.00 | $3,500.00 | $3,500.00 | $5,000.00 | $5,000.00 |
| 31 | Mobilization & Bonds | LS | 1 | $120,000.00 | $120,000.00 | $99,875.00 | $99,875.00 | $165,000.00 | $165,000.00 |
| 32 | Traffic Control | MO | 12 | $9,500.00 | $114,000.00 | $4,500.00 | $54,000.00 | $9,500.00 | $114,000.00 |
| 33 | Allowance for Additional Work | LS | 1 | $100,000.00 | $100,000.00 | $100,000.00 | $100,000.00 | $100,000.00 | $100,000.00 |
| | **TOTAL BID PRICE** | | | | **$2,161,422.00** | | **$1,813,982.00** | | **$2,272,934.00** |

# CITY OF TYLER

## 2024 WATER SYSTEM IMPROVEMENTS
## 2-INCH LINE REPLACEMENT PROGRAM

CITY OF TYLER BID NUMBER 24-040

*MAYOR*

*DON WARREN*

*CITY COUNCIL*

*DISTRICT 1 – STUART HENE*
*DISTRICT 2 – PETRA HAWKINS*
*DISTRICT 3 – SHIRLEY McKELLAR*
*DISTRICT 4 – JAMES WYNNE*
*DISTRICT 5 – LLOYD NICHOLS*
*DISTRICT 6 – BRAD CURTIS*

*CITY MANAGER*

*EDWARD BROUSSARD*

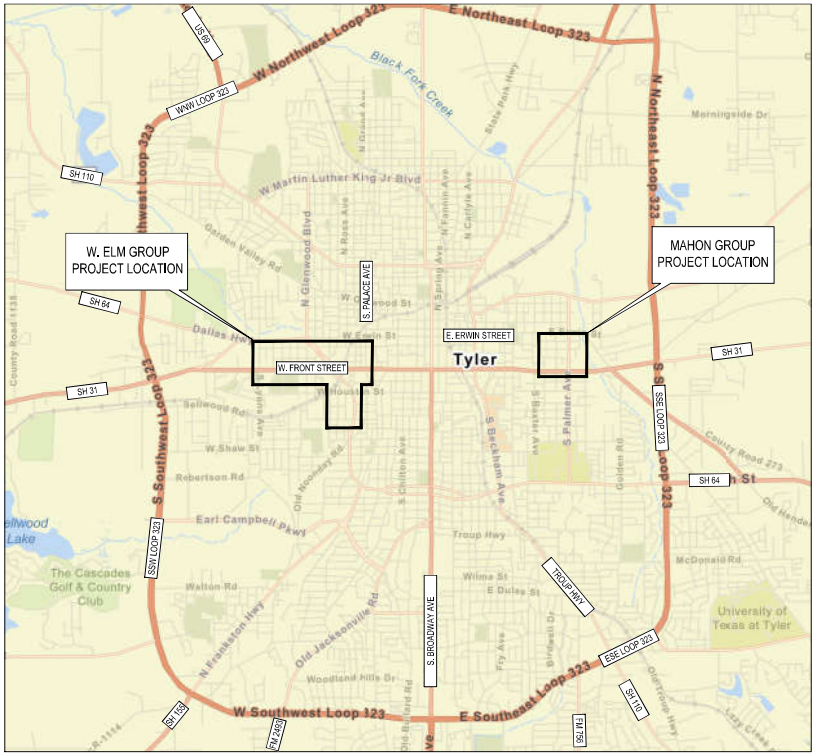
*DIRECTOR OF UTILITIES*

*KATE DIETZ, P.E.*

*PROJECT ENGINEER*

*JACOB YANKER, E.I.T.*

PROJECT LOCATION MAP







09-17-2024

*PHIL ELLEDGE, P.E.* *DATE*

### LIST OF DRAWINGS


| Sheet No. | Sheet Title |
|---|---|
| **General Sheets** | |
| 1.1 | Cover Sheet |
| 1.2 | General Notes |
| 1.3 | Quantities |
| 1.4 | Total Quantities & Legend |
| 2 | NOT USED THIS PROJECT |
| 3.1 - 3.3 | Sheet Index Map |
| **WEST ELM GROUP** | |
| **WEST ELM STREET - S. Lyons Avenue to S. Fenton Avenue** | |
| 4.1 | Station 10+00 to 12+50 |
| 4.2 | Station 12+50 to 15+00 |
| 4.3 | Station 15+00 to 17+50 |
| 4.4 | Station 17+50 to 20+00 |
| 4.5 | Station 20+00 to 22+50 |
| 4.6 | Station 22+50 to 25+00 |
| 4.7 | Station 25+00 to 27+50 |
| 4.8 | Station 27+50 to 30+00 |
| 4.9 | Station 30+00 to 31+72 |
| **WEST ELM STREET - S. Glenwood Boulevard to S. Palace Avenue** | |
| 5.1 | Station 31+72 to 34+00 |
| 5.2 | Station 34+00 to 36+50 |
| 5.3 | Station 36+50 to 39+00 |
| 5.4 | Station 39+00 to 41+50 |
| 5.5 | Station 41+50 to 44+00 |
| 5.6 | Station 44+00 to 46+75 |
| 5.7 | Station 46+75 to 49+00 |
| 5.8 | Station 49+00 to 51+50 |
| 5.9 | Station 51+50 to 53+92 |
| 5.10 | Railroad Bore |
| **SOUTH CONFEDERATE AVENUE - W. Erwin Street to W. Elm Street** | |
| 6.1 | Station 10+00 to 12+00 |
| 6.2 | Station 12+00 to 13+84 |
| **SOUTH ROSS AVENUE - W. Houston Street to Connally Street** | |
| 7.1 | Station 10+00 to 12+50 |
| 7.2 | Station 12+50 to 15+00 |
| 7.3 | Station 15+00 to 17+50 |
| 7.4 | Station 17+50 to 20+00 |
| 7.5 | Station 20+00 to 22+15 |
| **MAHON GROUP** | |
| **EAST ELM STREET - S. Mahon Avenue to E. Richards Street** | |
| 8.1 | Station 10+00 to 12+50 |
| 8.2 | Station 12+50 to 15+00 |
| 8.3 | Station 15+00 to 17+50 |
| 8.4 | Station 17+50 to 20+00 |
| 8.5 | Station 20+00 to 22+50 |
| 8.6 | Station 22+50 to 24+34 |
| **EAST RICHARDS STREET - S. Mahon Avenue to Joseph Drive** | |
| 9.1 | Station 10+00 to 12+50 |
| 9.2 | Station 12+50 to 15+00 |
| 9.3 | Station 15+00 to 17+50 |
| 9.4 | Station 15+00 to 15+89 |
| 9.5 | Station 15+00 to 15+89 |
| **EAST EARLE STREET - S. Clayton Avenue to S. Palmer Avenue** | |
| 10.1 | Station 10+00 to 12+50 |
| 10.2 | Station 12+50 to 15+00 |
| 10.3 | Station 15+00 to 17+50 |
| 10.4 | Station 17+50 to 20+00 |
| 10.5 | Station 20+00 to 21+20 |
| **SOUTH CLAYTON AVENUE - E. Earle Street to E. Front Street** | |
| 11.1 | Station 10+00 to 12+50 |
| 11.2 | Station 12+50 to 15+00 |
| 11.3 | Station 15+00 to 17+00 |
| 11.4 | E. Front Street Road Bore |
| **Traffic Control Plan Details** | |
| TSP12.1 - TSP12.12 | Traffic Control Plan Details |
| **Miscellaneous Detail Sheets** | |
| MD.1 | City of Tyler Details |
| MD.2 | City of Tyler Details |
| MD.3 | City of Tyler Details |
| MD.4 | City of Tyler Details |
| MD.5 | City of Tyler Details |
| MD.6 | City of Tyler Details |
| MD.7 | Miscellaneous Water Details |
| MD.8 | TxDOT Details |



Elledge Engineering Corporation
P.O. Box 7110
Tyler, Texas 75711
TBPE #F-11917
office: (903)780-3251
phil.elledge@gmail.com


CITY OF TYLER
2024 WATER SYSTEM IMPR.
2-INCH LINE
REPLACEMENT PROGRAM

REVISIONS

COVER SHEET
&
SHEET INDEX

ELLEDGE ENGINEERING CORP
TBPE #F-11917
DESIGNED BY: PE
DRAWN BY:
CHECKED BY:
APPROVED BY:
DATE:
JOB NO.: 2024-01-002
SHEET NO.: 1.1

**RESOLUTION NO. R-2024-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT FOR COSTS ASSOCIATED WITH THE 2024 WATER MAIN IMPROVEMENTS (2-INCH REPLACEMENT) PROJECT; AND PROVIDING AN EFFECTIVE DATE.**

STATE OF TEXAS §
§
COUNTY OF SMITH §
§
CITY OF TYLER §

**WHEREAS**, the City of Tyler, Texas reserves the right to issue debt for the engineering, design, and construction of the 2024 Water Main Improvements (2-Inch Replacement) project (the "Project") and further intends to make certain capital expenditures with respect to the Project and currently reserves the right to reimburse the capital expenditures with proceeds of such debt; and

**WHEREAS**, under 26 CFR § 1.150-2 (the "Regulation"), to fund such reimbursement with proceeds of tax-exempt obligations, the Issuer must declare its expectation to make such reimbursement; and

**WHEREAS**, the Issuer desires to preserve its ability to reimburse the capital expenditures with proceeds of tax-exempt obligations,

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

**Part 1:** That the City of Tyler reasonably expects to reserve the right to reimburse capital expenditures with respect to the Project with proceeds of future potential debt hereafter which may be incurred by the issuer, and that this Resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Project is $1,813,982.00.

**Part 2:** That this Resolution shall be effective immediately upon adoption.

**PASSED AND APPROVED**, this the 8th day of January, 2025.

_____
DONALD P. WARREN, MAYOR OF
THE CITY OF TYLER, TEXAS

ATTEST:

_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM,

# CITY OF TYLER
# CITY COUNCIL COMMUNICATION

**Agenda Number.** M-3

**Date:** January 8, 2025

**Subject:** Request that the City Council consider authorizing the City Manager to execute an engineering agreement in the amount of $168,550 with The C.T. Brannon Corporation for the design and construction phase services for the 2024-2025 Large Water Main Replacement (Plantation Area & N. Palace Ave.) project and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

**Item Reference:**

The City of Tyler has a water distribution system with over 750 miles of water mains ranging in size from 2 inches to 42 inches, with some pipes dating back to the 1930s. The water distribution system is a critical component to providing safe, quality, and reliable drinking water to the citizens of Tyler and four wholesale providers that purchase water directly from TWU and distribute it to small communities in Smith County.

City staff have identified multiple areas of concern over the years with repeat failures and main breaks. This institutional knowledge, coupled with information from the Water Master Plan, was used to develop this round of water main replacements. This package will be focusing on larger diameter water lines (6", 8", and 12") in the Plantation Area and North Palace. This package of replacement differs from previous years that solely focused on replacing 2" water mains in the Downtown and North Tyler areas.

In the Plantation Group, we will be replacing ductile iron pipe that was installed in the early 1980's and was not wrapped in a liner. This liner is intended to prevent corrosion to the pipe, and in these specific areas, it has been observed that soil properties are highly corrosive and lead to high main break frequency. We will be replacing the existing pipes with C900 DR 14 PVC that will not corrode.

In the North Palace group the age of the water line is unknown but expected to be over 75 years old and is cast iron pipe. The age of this line has resulted in a high frequency of main breaks.

For this project, TWU is planning to replace over 10,000 LF of problematic pipe, with a pre-engineering cost estimate of construction coming in at just under $2,000,000.

**RECOMMENDATION:**

**It is recommended that the City Council consider authorizing the City Manager to execute an engineering agreement in the amount of $168,550 with The C.T. Brannon Corporation for the**

**design and construction phase services for the 2024-2025 Large Water Main Replacement (Plantation Area & N. Palace Ave.) project and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.**

**Attachments:**
Attachment A - Plantation Area
EOPC Plantation-Palace
12.13.2024 - 2024-2025 Large Water Main Replacement (Plantation Area & N. Palace Ave.)

**Drafted/Recommended By:**
**Department Leader** Jacob Yanker, Utilities Project Engineer/ Kate Dietz, PE, Director of Utilities

**Edited/Submitted By:**
**City Manager**

THE C.T. BRANNON CORPORATION
AQUATIC CONSULTANTS | CIVIL ENGINEERS | AIRPORT CONSULTANTS

**ttachment A**
**2024-25 Large Water Main Replacement**
**Plantation Area & N. Palace Ave.**

**Scope of Services**

**Basic Services per Section 2**

**Project Description**
Prepare construction plans, technical specifications, bidding, contract administration and part-time RPR services for replacement of existing 12", 8" & 6" water mains including fire hydrants and water services at following locations:

1. Rice Rd from Old Jacksonville Hwy to Plantation Dr.;
2. Plantation Dr from Hollytree Dr to Rice Rd.
3. Wimbleton Dr from Plantation Dr. to Hollytree Dr.
4. W. Reick Rd from Plantation Dr. to Hollytree Dr.
5. N. Palace Ave. from W. Vance St. to M.L.King Blvd

The C.T. Brannon Corporation shall design the project to meet applicable City of Tyler and TCEQ regulations utilizing City of Tyler Design Guidelines & TCEQ Chapter 290 Rules.

**Design Phase**

1. Meet with City staff to confirm scope of the project and review schedule.
2. Gather data from existing City sources to determine existing locations of water mains, fire hydrants, services, air release valves, etc. needed to begin plan preparation.
3. Prepare preliminary alignments for the water line improvements.
4. Coordinate topographic and boundary surveying along the route (K.L.Kilgore & Assoc.)
5. Prepare preliminary construction plans at 75% and 95% in AutoCAD Civil 3D.
6. Meet with various franchise utility companies regarding possible conflicts with existing facilities that may need to be relocated by the respective utility company.
7. Prepare Preliminary Engineer's Opinion of Cost for the project.
8. Provide pdf copies of preliminary construction plans for submittal to City for review and address review comments.
9. Prepare final design construction plans at 100% for use in bidding and construction.
10. Plan and profile sheets will be drafted at 1"=20' scale with 1"=5' vertical scale on 22"x34" paper.
11. Meet with City staff as necessary to discuss the construction plans.

Payment for the Design Phase will be a lump sum payment not to exceed: **Seventy Five Thousand Dollars ($75,000).**

**Bidding Phase**

1. Prepare bid documents using City of Tyler Standard Contract for Capital Improvements.
2. Prepare quantity take-off and bid proposal for project.
3. Coordinate with purchasing department for advertising of the project.
4. Issue digital pdf plans and bid documents on CivCast.
5. Coordinate pre-bid meeting, prepare bid addenda as necessary.
6. Attend the bid opening, tabulate bids, and make recommendation for award.

Payment for the **Bidding Phase** for project will be a lump sum payment not to exceed: **Five Thousand Dollars ($5,000.00).**

**Contract Administration Phase**

1. Coordinate, attend and administer the pre-construction conference.
2. Issue Notice to Proceed on City's behalf.
3. Review submittals & answer RFI questions regarding construction plans & specifications.
4. Review submittals & answer questions from RPR.
5. Attend meetings on site with Contractor and/or Utility Companies as needed.
6. Periodic site visits to check progress of construction; Anticipated to be on a weekly basis.
7. Coordinate construction staking.
8. Review monthly pay requests and make recommendation to City for payment.
9. Prepare punchlist and coordinate final walk through on project.
10. Prepare final reconciliation change order and recommend final acceptance.

Payment for the **Contract Administration Phase** for project will be a lump sum payment not to exceed: **Twenty Thousand Dollars ($20,000.00).**

**Additional Services per Section 3**

The following subconsultants will be used for this project to perform the indicated tasks. Payment for these services shall be as shown in Section 5.3 of the contract. **An additional 10% will be added to all subconsultants bills.**

**Topographic & Boundary Surveying**
K.L.Kilgore and Associates, Inc. will be providing all topographic surveying for the project at a lump sum fee of $18,000. At this time, we do not expect to need any boundary surveying work for the project as all water lines will be placed in existing City right of ways.

**Resident Project Representative (RPR)**
We will provide RPR services per Section 3 of the contract at an hourly rate based on the attached rate sheet. At this time, estimate these services to total 250 hours of time plus $5,000 of reimbursable expenses which totals **Thirty Nine Thousand Five Hundred Dollars ($33,750)**. This amount will not be exceeded without approval by Owner.

**Construction Materials Testing**
Our subconsultant, ETTL, will provide construction materials testing for the project at a fee to be determined. We've included a $5,000 budget to cover these expenses.

**Contingency**
A contingency fee of $10,000 has been included for unforeseen items that may come up during the project. No work will be done on this item unless written approval is given by the City prior to beginning the work.

**Summary (Including 10% override on subconsultants)**

| | | |
|---|---|---|
| Design Phase | $ 75,000 | (lump sum not to exceed) |
| Bidding Phase | $ 5,000 | (lump sum not to exceed) |
| Contract Administration Phase | $ 20,000 | (lump sum not to exceed) |
| Topographic Surveying (Kilgore) | $ 19,800 | (lump sum not to exceed) |
| Resident Project Representative (Brannon Corp) | $ 33,750 | (hourly not to exceed) |

| | | |
|---|---|---|
| Construction Materials Testing (ETTL) | $ 5,000 | (hourly not to exceed) |
| Contingency | $ 10,000 | (hourly not to exceed) |
| **Total Contract Amount** | **$ 168,550** | |

THE C.T. BRANNON CORPORATION
AQUATIC CONSULTANTS | CIVIL ENGINEERS | AIRPORT CONSULTANTS

# Attachment II
## Current Hourly Charges for Professional Services

**PERSONNEL**

Charges include all salaries, salary expense, overhead and profit.

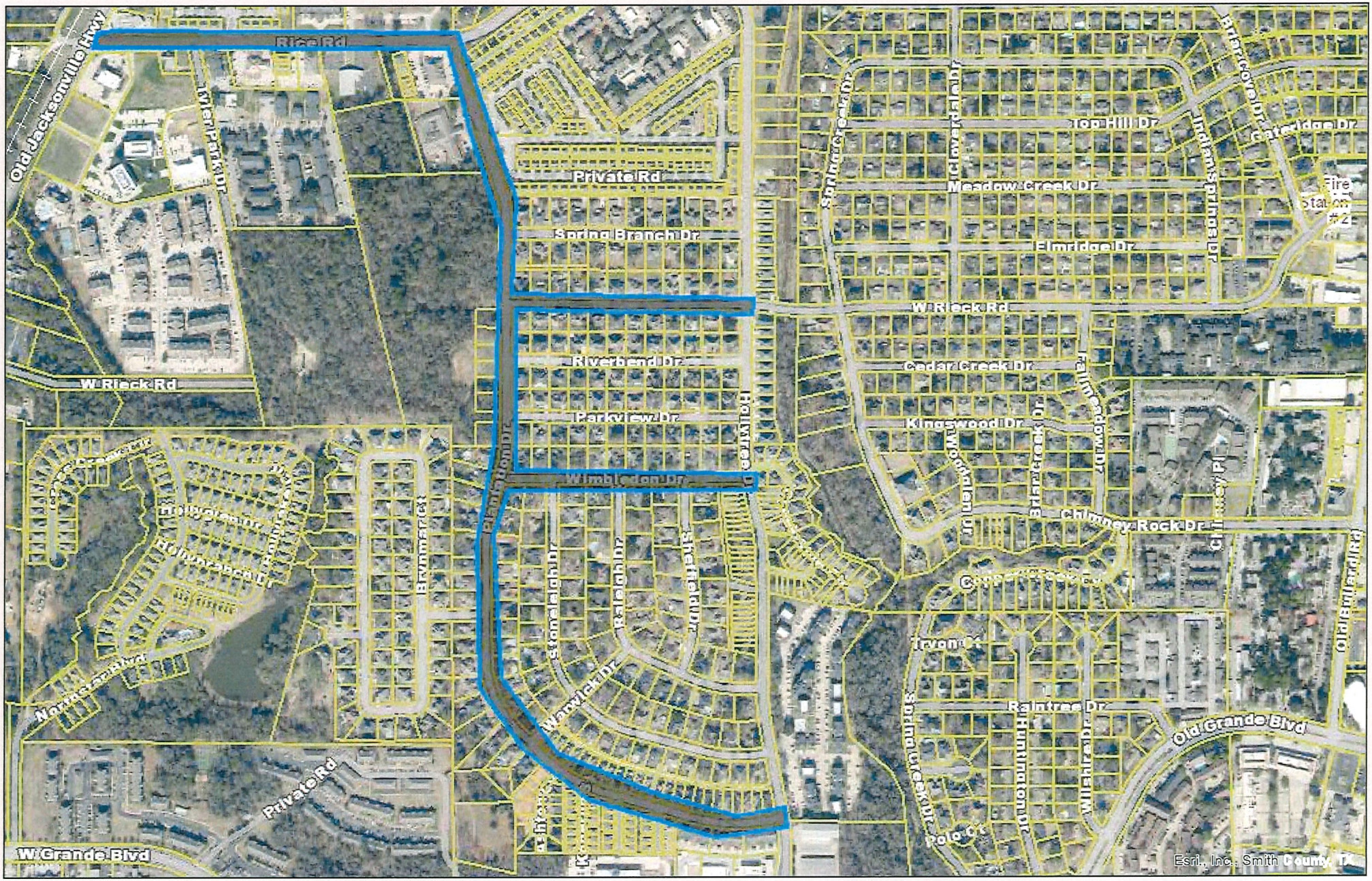
| | | |
|---|---|---|
| Principal | $ | 210.00 |
| Dual A Operator | $ | 150.00 |
| Project Manager | $ | 155.00 |
| Licensed Engineer | $ | 145.00 |
| Graduate Engineer III | $ | 110.00 |
| Graduate Engineer II | $ | 95.00 |
| Graduate Engineer I | $ | 90.00 |
| Intern | $ | 45.00 |
| Civil Technician | $ | 120.00 |
| Resident Project Representative | $ | 115.00 |
| Construction Services Manager | $ | 115.00 |
| Construction Services Technician | $ | 85.00 |
| Office Technician | $ | 80.00 |
| Clerical | $ | 65.00 |

**EXPENSES**

| | | |
|---|---|---|
| Reproduction | | |
| B/W 8.5x11 per each | $ | 0.15 |
| Colored prints 8.5x11 per each | $ | 1.00 |
| Colored prints 11x17 per each | $ | 1.50 |
| "C", "D" or "E" size Bond per each | $ | 5.00 |
| "C", "D" or "E" size Vellum per each | $ | 15.00 |
| "C", "D" or "E" size Mylar Film per each | $ | 15.00 |
| Travel per mile | $ | 0.67 + 10% |
| Lodging and meals (Out of town trips) | | Cost + 10% |
| Scanning | | |
| "C", "D" or "E" sized Scanning of original per sheet (does not include plot) | $ | 2.00 |

Special contracted services such as reproduction, aerial photography, GPS (Global Positioning Satellite) surveys, contract surveying, geotechnical investigations, project models and artists renderings, and contract project representation is billed at the amount invoiced to us plus ten percent (10%).

January 24, 2024




11/26/2024, 9:27:08 AM Web AppBuilder for ArcGIS

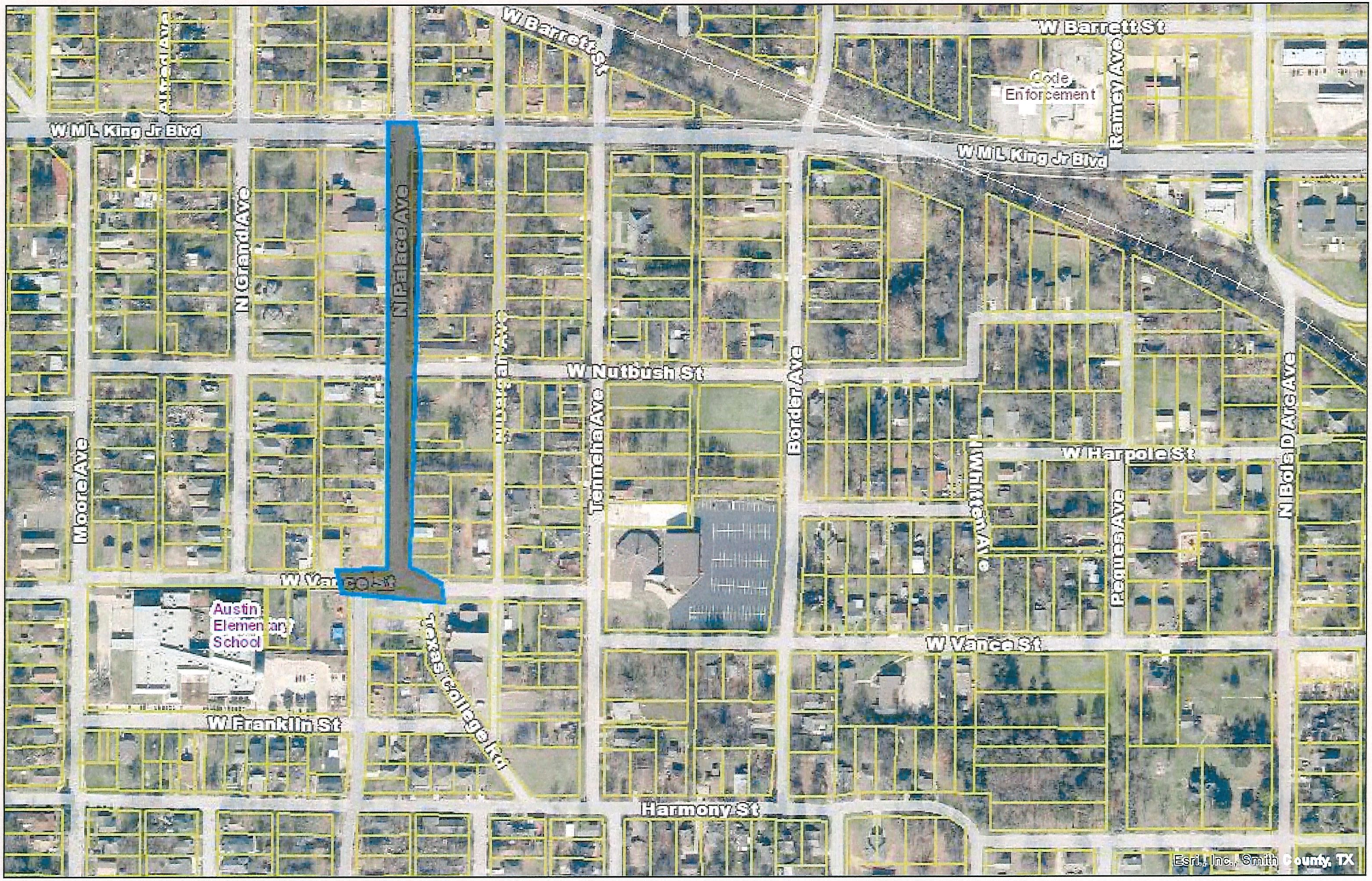
Tax Parcels

# Web AppBuilder for ArcGIS

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

http://www.smithcountymapsite.org

0 0.075 0.15 0.3 mi




11/26/2024, 9:28:54 AM Web AppBuilder for ArcGIS

Tax Parcels

# Web AppBuilder for ArcGIS

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

http://www.smithcountymapsite.org

0 0.045 0.09 0.18 mi

# 2024 Water Main Replacement - Plantantion Area and N. Palace Ave.

## Engineer's Estimate of Probable Cost

## CITY OF TYLER WATER UTILITIES

AQUATICS CIVIL AVIATION
BRANNON CORP
ENGINEERING & CONSULTING

December 6, 2024

Robert A. Breedlove, P.E. | Principal / VP

| ITEM | DESCRIPTION | UNIT | UNIT PRICE | Quantity | Extension |
|---|---|---|---|---|---|
| | **Plantation Area** | | | | |
| | **(Rice Road, Plantation Dr., Warwick Dr., Wimbeldon Dr., and W. Rieck Rd.)** | | | | |
| 1 | Right-of-way Preparation | STA | $ 1,000.00 | 61.00 | $ 61,000.00 |
| 2 | Traffic Control | LS | $ 5,000.00 | 5 | $ 25,000.00 |
| 3 | Bonds | LS | $ 10,000.00 | 1.0 | $ 10,000.00 |
| 4 | Insurance | LS | $ 5,000.00 | 1 | $ 5,000.00 |
| 5 | Comply with SWPPP Erosion Control | LS | $ 7,500.00 | 1 | $ 7,500.00 |
| 6 | 6" AWWA C-900 DR-14 PVC Water Line (Wimbeldon) | LF | $ 50.00 | 1,200 | $ 60,000.00 |
| 7 | 8" AWWA C-900 DR-14 PVC Water Line (Rieck & Plantation) | LF | $ 75.00 | 6,200 | $ 465,000.00 |
| 8 | 12" AWWA C-905 DR-14 PVC Water Line (Rice) | LF | $ 100.00 | 1,700 | $ 170,000.00 |
| 9 | New Fire Hydrant Assembly including 6" valve | EA | $ 7,500.00 | 7 | $ 52,500.00 |
| 10 | 6" Inserta valve | EA | $ 5,000.00 | 2 | $ 10,000.00 |
| 11 | 8" Inserta valve | EA | $ 7,500.00 | 6 | $ 45,000.00 |
| 12 | 12" Inserta valve | LB | $ 10,000.00 | 2 | $ 20,000.00 |
| 13 | 8" Gate Valve | EA | $ 1,200.00 | 16 | $ 19,200.00 |
| 14 | 12" Gate Valve | EA | $ 4,000.00 | 3 | $ 12,000.00 |
| 15 | 8" TS&Valve | EA | $ 5,000.00 | 15 | $ 75,000.00 |
| 16 | Ductile Iron Fittings | LB | $ 4.00 | 10,000 | $ 40,000.00 |
| 17 | Air Release Valve Assembly | EA | $ 5,000.00 | 1 | $ 5,000.00 |
| 18 | 1-inch water service | EA | $ 1,000.00 | 64 | $ 64,000.00 |
| 19 | HMAC Pavement Repair | LF | $ 30.00 | 9,100 | $ 273,000.00 |
| 20 | Select Backfill | LF | $ 10.00 | 9,100 | $ 91,000.00 |
| 21 | Trench Safety | LF | $ 1.00 | 9,100 | $ 9,100.00 |
| 22 | Sod | SY | $ 10.00 | 1,000 | $ 10,000.00 |
| | **TOTAL PROBABLE CONSTRUCTION COST =** | | | | **$ 1,529,300.00** |
| | Contingency (10%) = | | | | **$ 152,930.00** |
| | Subtotal = | | | | **$ 1,682,230.00** |

# 2024 Water Main Replacement - Plantantion Area and N. Palace Ave.

## Engineer's Estimate of Probable Cost

## CITY OF TYLER WATER UTILITIES

December 6, 2024

Robert A. Breedlove, P.E. | Principal / VP

| ITEM | DESCRIPTION | UNIT | UNIT PRICE | Quantity | Extension |
|---|---|---|---|---|---|
| | **N. Palace Ave.** | | | | |
| | **Palace (MLK to W.Vance)** | | | | |
| 1 | Right-of-way Preparation | STA | $ 1,000.00 | 53.00 | $ 53,000.00 |
| 2 | Traffic Control | LS | $ 5,000.00 | 1 | $ 5,000.00 |
| 3 | Bonds | LS | $ 10,000.00 | 1.00 | $ 10,000.00 |
| 4 | Insurance | LS | $ 5,000.00 | 1.00 | $ 5,000.00 |
| 5 | Comply with SWPPP Erosion Control | LS | $ 7,500.00 | 1.00 | $ 7,500.00 |
| 6 | 6" AWWA C-900 DR-14 PVC Water Line | LF | $ 50.00 | 1,050 | $ 52,500.00 |
| 7 | New Fire Hydrant Assembly including 6" valve | EA | $ 7,500.00 | 1 | $ 7,500.00 |
| 8 | 6" Inserta valve | EA | $ 5,000.00 | 2 | $ 10,000.00 |
| 9 | 16" Inserta valve | LB | $ 10,000.00 | 1 | $ 10,000.00 |
| 10 | 16" Gate Valve | EA | $ 4,000.00 | 1 | $ 4,000.00 |
| 11 | Ductile Iron Fittings | LB | $ 4.00 | 8,000 | $ 32,000.00 |
| 12 | Air Release Valve Assembly | EA | $ 5,000.00 | 1 | $ 5,000.00 |
| 13 | 1-inch water service | EA | $ 1,000.00 | 36 | $ 36,000.00 |
| 14 | HMAC Pavement Repair | LF | $ 30.00 | 1,050 | $ 31,500.00 |
| 15 | Select Backfill | LF | $ 10.00 | 1,050 | $ 10,500.00 |
| 16 | Trench Safety | LF | $ 1.00 | 1,050 | $ 1,050.00 |
| 17 | Sod | SY | $ 10.00 | 500 | $ 5,000.00 |
| | **TOTAL PROBABLE CONSTRUCTION COST =** | | | | **$ 285,550.00** |
| | Contingency (10%) = | | | | **$ 28,555.00** |
| | Subtotal = | | | | **$ 314,105.00** |

**SUMMARY**

| | |
|---|---|
| **Plantation Area** | **$ 1,682,230.00** |
| **N. Palace Ave.** | **$ 314,105.00** |
| **Construction Total** | **$ 1,996,335.00** |

The above opinion of probable total project cost is based upon the Engineer's experience and qualifications, taking into consideration preliminary design and the best information available. The Engineer has no control over the cost of labor and materials, changes in governmental policy, or over competitive bidding and market conditions; therefore, the Engineer does not guarantee the accuracy of such opinions of probable project cost as compared to the contractor's bid. In addition, no allowance has been made for the time value of money as it pertains to the phasing of the subject project.

**RESOLUTION NO. R-2024-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT FOR COSTS ASSOCIATED WITH THE 2024-2025 LARGE WATER MAIN REPLACEMENT (PLANTATION AREA & N. PALACE AVE.) PROJECT; AND PROVIDING AN EFFECTIVE DATE.**

| | |
|---|---|
| STATE OF TEXAS | § |
| | § |
| COUNTY OF SMITH | § |
| | § |
| CITY OF TYLER | § |

**WHEREAS**, the City of Tyler, Texas reserves the right to issue debt for the engineering, design, and construction of the 2024-2025 Large Water Main Replacement (Plantation Area & N. Palace Ave.) project (the "Project") and further intends to make certain capital expenditures with respect to the Project and currently reserves the right to reimburse the capital expenditures with proceeds of such debt; and

**WHEREAS**, under 26 CFR § 1.150-2 (the "Regulation"), to fund such reimbursement with proceeds of tax-exempt obligations, the Issuer must declare its expectation to make such reimbursement; and

**WHEREAS**, the Issuer desires to preserve its ability to reimburse the capital expenditures with proceeds of tax-exempt obligations,

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

**Part 1:** That the City of Tyler reasonably expects to reserve the right to reimburse capital expenditures with respect to the Project with proceeds of future potential debt hereafter which may be incurred by the issuer, and that this Resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Project is $168,550.

**Part 2:** That this Resolution shall be effective immediately upon adoption.

**PASSED AND APPROVED**, this the 8th day of January, 2025.

_____
DONALD P. WARREN, MAYOR OF
THE CITY OF TYLER, TEXAS

ATTEST:

_____

APPROVED:

_____

CASSANDRA BRAGER, CITY CLERK

DEBORAH G. PULLUM, CITY ATTORNEY

# CITY OF TYLER
# CITY COUNCIL COMMUNICATION

**Agenda Number.** B-1

**Date:** January 8, 2025

**Subject:** Request that the City Council consider making seven (7) appointments to the Construction Board of Adjustment and Appeals.

**Item Reference:** **Code of Ordinances, Article III, Sec. 1-20 e. Vacancies**

It is requested that the City Council consider filling seven (7) vacancies on the Construction Board of Adjustment & Appeals that have not yet been filled.

The Construction Board of Adjustment & Appeals consists of seven (7) members.

Attached are the most recent list of members serving on the Construction Board of Adjustment & Appeals. Also attached are the most recent applications from individuals who have expressed an interest in serving on the Construction Board of Adjustment & Appeals.

**RECOMMENDATION:**

**It is recommended that the City Council consider making seven (7) appointments to the Construction Board of Adjustment and Appeals.**

**Attachments:**
Aaron Paul
Chris Moore
Fred Pate
Jion Dietz
John McKinney
Laquila Hill
Max Slicker
Construction Board of Adjustment and Appeals

**Drafted/Recommended By:**
**Department Leader** Cassandra Brager, City Clerk

**Edited/Submitted By:**
**City Manager**

RECEIVED - City Of Tyler

JUL 25 2024

City Manager's Office

# CITY OF TYLER, TEXAS
## BOARD / COMMISSION / COMMITTEE MEMBERSHIP APPLICATION

## I. CONTACT INFORMATION

*Please indicate with an "X" the title you prefer.*

Mr. / | Miss | Mrs. | Ms. | Dr. | Prof.

**NAME:** Aaron Paul

**Home Address:** 1703 S. Sneed Ave. | Tyler | Tx | 75701

Street | City | State | Zip Code

**Home Telephone Number:** 903) 590-6664

**Office Address:** —

Street | City | State | Zip Code

**Office Telephone Number:** 903) 590-6664

*Please indicate with an "X" which address you would like to use for mailings.* | HOME: | OFFICE:

E-Mail Address: aaron.paul79@gmail.com

## II. BOARD SELECTION

RECEIVED
JUL 29 2024
CITY ATTORNEY'S OFFICE
City of Tyler

**PRIORITY PREFERENCE:**

*Place a 1 beside the name of the Board indicating your 1st Choice, and 2 for your 2nd Choice.*
*Please limit your preferences to two (2) Boards.*

**NOTE:** * Specific technical expertise is required for membership on these boards.
# The board is more than advisory in nature; will require additional training time.
@ Special State law requirements, see additional requirements on page 3.

| | |
|---|---|
| 3 | Airport Advisory Board |
| | Animal Care Advisory Board (*) |
| | Board of Adjustment (Zoning) (*) (#) |
| | **Civil Service Commission (#) (@)** |
| 1 | Construction Board of Adjustment & Appeals (*) (#) Building, Plumbing, Mechanical, Residential & Gas Codes) |
| | Disability Issues Review Board |
| | Industrial Development Corporation of Tyler Board of Directors (*) |
| 4 | Keep Tyler Beautiful Board |
| | Main Street Board (*) (#) |
| | Neighborhood Revitalization Board (*) (#) |
| | Parks Board |
| 2 | Planning and Zoning Commission (#) |
| | Northeast Texas Public Health District Board (#) |
| | Traffic Safety Board |
| | Tyler Health Facilities Development Corporation Board of Directors (*) |
| | Tyler Historical Preservation Board (*) (#) |
| | Tyler One-half Cent Sales Tax Corp, Inc. Board (#) |
| | Tyler Public Library Board |

## III. BACKGROUND INFORMATION

1. Number of years you have lived in Tyler?
Years: 25 years +

2. Education

| Institution / School | Diploma / Degree | Year |
|---|---|---|
| Texas Tech University | BBA Marketing | 2002 |
| | | |
| | | |
| | | |
| | | |

3. Employment (List most recent first)

| Employer | Position | Dates |
|---|---|---|
| Co own A3B Custom Homes | Managing Partner | 2014 - present |
| | | |
| | | |

4. Professional Licenses
(e.g. Physician, Attorney, Engineer, Master Electrician, C.P.A., etc.)

| Occupation | Type of License Associated with Occupation |
|---|---|
| Real Estate | Tx Real Estate License Tx 653823 |
| Contractor | |

5. Professional Association Memberships

| Association | Office Held (if applicable) |
|---|---|
| Tyler Area Builder Association | Executive Board 2024-2025 |
| Tyler Area Builder Association | Build Board of Directors 2023- |
| | |

6. Civic-Volunteer Organizations and Activities
(e.g. United Way Loaned Executive, Boy Scout Scoutmaster, etc.)

| Organization / Activity | Dates |
|---|---|
| | |
| | |
| | |

| If applying for the **Civil Service Commission**, please indicate if you meet the following requirements by marking an "X" in the appropriate box. **A person appointed to the commission must:** | NO | YES | NOT SURE |
|---|---|---|---|
| 1) be of good moral character | | | |
| 2) be a United States citizen; | | | |
| 3) be a resident of the municipality who has resided in the municipality for more than three years | | | |
| 4) be over 25 years of age | | | |
| 5) not have held a public office within the preceding three years | | | |

| ***** FOR OFFICE USE ONLY ***** | |
|---|---|
| Applicant's District #: | DIST. 4 NE |
| Applicant appointed to the following Board: | |
| Date City Council appointed applicant: | |

## IV. QUESTIONNAIRE REGARDING CONFLICT OF INTERESTS

Please indicate your answer with an "X" in the appropriate box.

| QUESTION | NO | YES | NOT SURE |
|---|---|---|---|
| 1) Do you or a family member have a contract with, or currently own a business that has a contract with, the City of Tyler? | ✓ | | |
| 2) Are you or a family member currently involved in any real estate transactions in which you or the family member are either buying from, or selling to, the City of Tyler? | ✓ | | |
| 3) Do you have any delinquent City taxes, utilities, or other assessments or have any pending claims against the City? | ✓ | | |

**NOTE:**
Answering yes will NOT automatically disqualify a person from serving on a City Board, as the type of interest will determine whether a conflict is present.

**********

I understand that if I am appointed to a board I will be expected to participate actively in the business of the respective board, and adhere to the attendance requirements in City Code Section 1-20.1. I also understand that I will be expected to become familiar with relevant City Codes, and review all material relating to decisions to be made and that I can abstain only for cause. I agree to contact the City Clerk's Office in the event that there is any change in my home address/phone number/e-mail address listed above.

***City Boards that are more than advisory.*** I understand that if I am appointed to a City Board that is more than advisory in nature as listed in the definition of "City Officer" in City Code Section 1-26, that I will be subject to provisions of the City's Ethics Ordinance in City Code Sections 1-26 through 1-29. If a situation arises during my term on said Board where I have a prohibited financial interest [as defined in City Code Section 1-27], either direct or indirect, in any contract with, or sale of, land or materials to, the City of Tyler, I understand that I will need to resign.

Furthermore, if a situation arises during my term on said Board where I have a prohibited substantial interest [as defined in City Code Section 1-29], either direct or indirect, in any contract with, or sale of land or materials to, the City of Tyler, and such matter comes before said Board, I understand that I will need to abstain from any discussion or vote on the matter, and that I will also need to file an affidavit showing such prohibited substantial interest.

Aaron Paul
Printed Name

Signature

7/19/2024
Date

| **Return completed form to:** | |
|---|---|
| Cassandra Brager, City Clerk<br>P. O. Box 2039<br>Tyler, TX 75710 | CLERK TO CC: City Council<br>City Manager |

# CITY OF TYLER, TEXAS

## BOARD / COMMISSION / COMMITTEE MEMBERSHIP APPLICATION

### I. CONTACT INFORMATION

*Please indicate with an "X" the title you prefer.*

Mr. X | Miss | Mrs. | Ms. | Dr. | Prof.

**NAME:** CHRIS MOORE

RECEIVED
AUG 2 2024
CITY CLERK'S OFFICE
City of Tyler

| **Home Address:** | | | |
|---|---|---|---|
| 7731 Hollytree Dr | Tyler | TX | 75703 |
| Street | City | State | Zip Code |

**Home Telephone Number:** 903-330-0014

| **Office Address:** | | | |
|---|---|---|---|
| 225 S. College | Tyler | TX | 75703 |
| Street | City | State | Zip Code |

**Office Telephone Number:**

*Please indicate with an "X" which address you would like to use for mailings.* | HOME: | OFFICE:

E-Mail Address:

### II. BOARD SELECTION

**PRIORITY PREFERENCE:**

*Place a 1 beside the name of the Board indicating your 1st Choice, and 2 for your 2nd Choice.*
*Please limit your preferences to two (2) Boards.*

**NOTE:** * Specific technical expertise is required for membership on these boards.
# The board is more than advisory in nature; will require additional training time.
@ Special State law requirements, see additional requirements on page 3.

| | |
|---|---|
| | Airport Advisory Board |
| | Animal Care Advisory Board (*) |
| | Board of Adjustment (Zoning) (*) (#) |
| 2 | **Civil Service Commission (#) (@)** |
| 1 | Construction Board of Adjustment & Appeals (*) (#) Building, Plumbing, Mechanical, Residential & Gas Codes) |
| | Disability Issues Review Board |
| | Industrial Development Corporation of Tyler Board of Directors (*) |
| | Keep Tyler Beautiful Board |
| | Main Street Board (*) (#) |
| | Neighborhood Revitalization Board (*) (#) |
| | Parks Board |
| | Planning and Zoning Commission (#) |
| | Northeast Texas Public Health District Board (#) |
| | Traffic Safety Board |
| | Tyler Health Facilities Development Corporation Board of Directors (*) |
| | Tyler Historical Preservation Board (*) (#) |
| | Tyler One-half Cent Sales Tax Corp, Inc. Board (#) |
| | Tyler Public Library Board |

## III. BACKGROUND INFORMATION

1. Number of years you have lived in Tyler?
Years: 24

2. Education

| Institution / School | Diploma / Degree | Year |
|---|---|---|
| University of Texas at Tyler | BAAS | 1996 |
| | | |
| | | |
| | | |
| | | |

3. Employment (List most recent first)

| Employer | Position | Dates |
|---|---|---|
| Fair Managment LC | Builder/Developer | 2011-now |
| | | |
| | | |

4. Professional Licenses
(e.g. Physician, Attorney, Engineer, Master Electrician, C.P.A., etc.)

| Occupation | Type of License Associated with Occupation |
|---|---|
| | |
| | |

5. Professional Association Memberships

| Association | Office Held (if applicable) |
|---|---|
| Tyler Area Builders Association | President |
| Texas Association of Builders | Director |
| National Association of Builders | Delegate |

6. Civic-Volunteer Organizations and Activities
(e.g. United Way Loaned Executive, Boy Scout Scoutmaster, etc.)

| Organization / Activity | Dates |
|---|---|
| | |
| | |
| | |

X

| If applying for the **Civil Service Commission**, please indicate if you meet the following requirements by marking an "X" in the appropriate box. **A person appointed to the commission must:** | NO | YES | NOT SURE |
|---|---|---|---|
| 1) be of good moral character | | X | |
| 2) be a United States citizen; | | X | |
| 3) be a resident of the municipality who has resided in the municipality for more than three years | | X | |
| 4) be over 25 years of age | | X | |
| 5) not have held a public office within the preceding three years | | X | |

| ***** FOR OFFICE USE ONLY ***** | |
|---|---|
| Applicant's District #: | DISTRICT 1 CENTRAL |
| Applicant appointed to the following Board: | |
| Date City Council appointed applicant: | |

## IV. QUESTIONNAIRE REGARDING CONFLICT OF INTERESTS

Please indicate your answer with an "X" in the appropriate box.

| QUESTION | NO | YES | NOT SURE |
|---|---|---|---|
| 1) Do you or a family member have a contract with, or currently own a business that has a contract with, the City of Tyler? | X | | |
| 2) Are you or a family member currently involved in any real estate transactions in which you or the family member are either buying from, or selling to, the City of Tyler? | X | | |
| 3) Do you have any delinquent City taxes, utilities, or other assessments or have any pending claims against the City? | X | | |

**NOTE:**
Answering yes will NOT automatically disqualify a person from serving on a City Board, as the type of interest will determine whether a conflict is present.

**********

I understand that if I am appointed to a board I will be expected to participate actively in the business of the respective board, and adhere to the attendance requirements in City Code Section 1-20.1. I also understand that I will be expected to become familiar with relevant City Codes, and review all material relating to decisions to be made and that I can abstain only for cause. I agree to contact the City Clerk's Office in the event that there is any change in my home address/phone number/e-mail address listed above.

***City Boards that are more than advisory.*** I understand that if I am appointed to a City Board that is more than advisory in nature as listed in the definition of "City Officer" in City Code Section 1-26, that I will be subject to provisions of the City's Ethics Ordinance in City Code Sections 1-26 through 1-29. If a situation arises during my term on said Board where I have a prohibited financial interest [as defined in City Code Section 1-27], either direct or indirect, in any contract with, or sale of, land or materials to, the City of Tyler, I understand that I will need to resign.

Furthermore, if a situation arises during my term on said Board where I have a prohibited substantial interest [as defined in City Code Section 1-29], either direct or indirect, in any contract with, or sale of land or materials to, the City of Tyler, and such matter comes before said Board, I understand that I will need to abstain from any discussion or vote on the matter, and that I will also need to file an affidavit showing such prohibited substantial interest.

Chris Moore
Printed Name

Signature

1/19/2024
Date

| **Return completed form to:** | |
|---|---|
| Cassandra Brager, City Clerk<br>P. O. Box 2039<br>Tyler, TX 75710 | CLERK TO CC: City Council<br>City Manager |

# CITY OF TYLER, TEXAS

## BOARD / COMMISSION / COMMITTEE MEMBERSHIP APPLICATION

### I. CONTACT INFORMATION

*Please indicate with an "X" the title you prefer.*

Mr. X | Miss | Mrs. | Ms. | Dr. | Prof.

RECEIVED
AUG 21 2024
CITY CLERK'S OFFICE
City of Tyler

**NAME: Fred Pate**

**Home Address:**
3424 Ridgebluff Circle
Tyler TX 75707
Street | City | State | Zip Code

**Home Telephone Number: 903.521.6871**

**Office Address:**
Work from home
Street | City | State | Zip Code

**Office Telephone Number:**

*Please indicate with an "X" which address you would like to use for mailings.* | HOME: | OFFICE:

E-Mail Address: frdpate@gmail.com

### II. BOARD SELECTION

**PRIORITY PREFERENCE:**
*Place a 1 beside the name of the Board indicating your 1st Choice, and 2 for your 2nd Choice.*
*Please limit your preferences to two (2) Boards.*

**NOTE:** * Specific technical expertise is required for membership on these boards.
# The board is more than advisory in nature; will require additional training time.
@ Special State law requirements, see additional requirements on page 3.

| | |
|---|---|
| | Airport Advisory Board |
| | Animal Care Advisory Board (*) |
| | Board of Adjustment (Zoning) (*) (#) |
| | **Civil Service Commission (#) (@)** |
| X | Construction Board of Adjustment & Appeals (*) (#) Building, Plumbing, Mechanical, Residential & Gas Codes) |
| | Disability Issues Review Board |
| | Industrial Development Corporation of Tyler Board of Directors (*) |
| | Keep Tyler Beautiful Board |
| | Main Street Board (*) (#) |
| | Neighborhood Revitalization Board (*) (#) |
| | Parks Board |
| | Planning and Zoning Commission (#) |
| | Northeast Texas Public Health District Board (#) |
| | Traffic Safety Board |
| | Tyler Health Facilities Development Corporation Board of Directors (*) |
| X | Tyler Historical Preservation Board (*) (#) |
| | Tyler One-half Cent Sales Tax Corp, Inc. Board (#) |
| | Tyler Public Library Board |

RECEIVED
AUG 22 2024
CITY CLERK'S OFFICE
City of Tyler

## III. BACKGROUND INFORMATION

1. Number of years you have lived in Tyler?
Years: 65

2. Education

| Institution / School | Diploma / Degree | Year |
|---|---|---|
| Tyler Jr College | | |
| Baylor University | BBA - Finance | 1977 |
| | | |
| | | |

3. Employment (List most recent first)

| Employer | Position | Dates |
|---|---|---|
| Kluber Lubrication/Summit Ind. Products | President | 1985-2022 |
| | | |
| | | |

4. Professional Licenses
(e.g. Physician, Attorney, Engineer, Master Electrician, C.P.A., etc.)

| Occupation | Type of License Associated with Occupation |
|---|---|
| | |
| | |

5. Professional Association Memberships

| Association | Office Held (if applicable) |
|---|---|
| | |
| | |
| | |

6. Civic-Volunteer Organizations and Activities
(e.g. United Way Loaned Executive, Boy Scout Scoutmaster, etc.)

| Organization / Activity | Dates |
|---|---|
| Grace Community Church | 1977- current |
| East Texas Beekeepers Association | 2021-2023 |
| | |

| If applying for the **Civil Service Commission**, please indicate if you meet the following requirements by marking an "X" in the appropriate box. **A person appointed to the commission must:** | NO | YES | NOT SURE |
|---|---|---|---|
| 1) be of good moral character | | | |
| 2) be a United States citizen; | | | |
| 3) be a resident of the municipality who has resided in the municipality for more than three years | | | |
| 4) be over 25 years of age | | | |
| 5) not have held a public office within the preceding three years | | | |

| ***** FOR OFFICE USE ONLY ***** | |
|---|---|
| Applicant's District #: | 5 |
| Applicant appointed to the following Board: | |
| Date City Council appointed applicant: | |

## IV. QUESTIONNAIRE REGARDING CONFLICT OF INTERESTS

Please indicate your answer with an "X" in the appropriate box.

| QUESTION | NO | YES | NOT SURE |
|---|---|---|---|
| 1) Do you or a family member have a contract with, or currently own a business that has a contract with, the City of Tyler? | X | | |
| 2) Are you or a family member currently involved in any real estate transactions in which you or the family member are either buying from, or selling to, the City of Tyler? | X | | |

**NOTE:**
Answering yes will NOT automatically disqualify a person from serving on a City Board, as the type of interest will determine whether a conflict is present.

**********

I understand that if I am appointed to a board I will be expected to participate actively in the business of the respective board, and adhere to the attendance requirements in City Code Section 1-20.1. I also understand that I will be expected to become familiar with relevant City Codes, and review all material relating to decisions to be made and that I can abstain only for cause. I agree to contact the City Clerk's Office in the event that there is any change in my home address/phone number/e-mail address listed above.

***City Boards that are more than advisory.*** I understand that if I am appointed to a City Board that is more than advisory in nature as listed in the definition of "City Officer" in City Code Section 1-26, that I will be subject to provisions of the City's Ethics Ordinance in City Code Sections 1-26 through 1-29. If a situation arises during my term on said Board where I have a prohibited financial interest [as defined in City Code Section 1-27], either direct or indirect, in any contract with, or sale of, land or materials to, the City of Tyler, I understand that I will need to resign.

Furthermore, if a situation arises during my term on said Board where I have a prohibited substantial interest [as defined in City Code Section 1-29], either direct or indirect, in any contract with, or sale of land or materials to, the City of Tyler, and such matter comes before said Board, I understand that I will need to abstain from any discussion or vote on the matter, and that I will also need to file an affidavit showing such prohibited substantial interest.

Fred Pate
Printed Name


Signature

08/20/24
Date

| **Return completed form to:** | |
|---|---|
| Cassandra Brager, City Clerk<br>P. O. Box 2039<br>Tyler, TX 75710 | CLERK TO CC: City Council<br>City Manager |

# CITY OF TYLER, TEXAS

## BOARD / COMMISSION / COMMITTEE MEMBERSHIP APPLICATION

### I. CONTACT INFORMATION

*Please indicate with an "X" the title you prefer.*

Mr. | Miss | Mrs. X | Ms. | Dr. | Prof.

**NAME: Jion Dietz**

**Home Address: 816 Wilder Way** **Tyler** **TX** **75703**

Street | City | State | Zip Code

**Home Telephone Number: 903-571-4577**

**Office Address:**
PO Box 91 Flint TX 75762

Street | City | State | Zip Code

**Office Telephone Number:**

*Please indicate with an "X" which address you would like to use for mailings.* HOME: OFFICE: X

E-Mail Address: jionmd@gmail.com

RECEIVED
AUG 20 2024
CITY CLERK'S OFFICE
City of Tyler

### II. BOARD SELECTION

**PRIORITY PREFERENCE:**

*Place a 1 beside the name of the Board indicating your 1st Choice, and 2 for your 2nd Choice.*
*Please limit your preferences to two (2) Boards.*

**NOTE:** * Specific technical expertise is required for membership on these boards.
# The board is more than advisory in nature; will require additional training time.
@ Special State law requirements, see additional requirements on page 3.

| | |
|---|---|
| | Airport Advisory Board |
| | Animal Care Advisory Board (*) |
| | Board of Adjustment (Zoning) (*) (#) |
| | **Civil Service Commission (#) (@)** |
| 1 | Construction Board of Adjustment & Appeals (*) (#) Building, Plumbing, Mechanical, Residential & Gas Codes) |
| | Disability Issues Review Board |
| | Industrial Development Corporation of Tyler Board of Directors (*) |
| | Keep Tyler Beautiful Board |
| | Main Street Board (*) (#) |
| | Neighborhood Revitalization Board (*) (#) |
| | Parks Board |
| | Planning and Zoning Commission (#) |
| | Northeast Texas Public Health District Board (#) |
| | Traffic Safety Board |
| | Tyler Health Facilities Development Corporation Board of Directors (*) |
| | Tyler Historical Preservation Board (*) (#) |
| | Tyler One-half Cent Sales Tax Corp, Inc. Board (#) |
| | Tyler Public Library Board |

## III. BACKGROUND INFORMATION

1. Number of years you have lived in Tyler?
Years: 35

2. Education

| Institution / School | Diploma / Degree | Year |
|---|---|---|
| All Saints Episcopal | Y | 1999 |
| Baylor University | BS | 2000 |
| | | |
| | | |

3. Employment (List most recent first)

| Employer | Position | Dates |
|---|---|---|
| Riley Grey Home - Self Employed | Owner | present |
| Angie Reed's Construction | Manager | present |
| Fixture This, lighting and hardware | Owner | 2002-2017 |

4. Professional Licenses
(e.g. Physician, Attorney, Engineer, Master Electrician, C.P.A., etc.)

| Occupation | Type of License Associated with Occupation |
|---|---|
| – | |
| | |

5. Professional Association Memberships

| Association | Office Held (if applicable) |
|---|---|
| Tyler Area Builders Assoc | – |
| | |
| | |

6. Civic-Volunteer Organizations and Activities
(e.g. United Way Loaned Executive, Boy Scout Scoutmaster, etc.)

| Organization / Activity | Dates |
|---|---|
| Christus-Mother Francis Board | present |
| Women's Symphony League | present |
| | |

| If applying for the **Civil Service Commission**, please indicate if you meet the following requirements by marking an "X" in the appropriate box. **A person appointed to the commission must:** | NO | YES | NOT SURE |
|---|---|---|---|
| 1) be of good moral character | X | | |
| 2) be a United States citizen; | X | | |
| 3) be a resident of the municipality who has resided in the municipality for more than three years | X | | |
| 4) be over 25 years of age | X | | |
| 5) not have held a public office within the preceding three years | X | | |

| ***** FOR OFFICE USE ONLY ***** | |
|---|---|
| Applicant's District #: | DISTRICT 6 SOUTH. |
| Applicant appointed to the following Board: | |
| Date City Council appointed applicant: | |

## IV. QUESTIONNAIRE REGARDING CONFLICT OF INTERESTS

Please indicate your answer with an "X" in the appropriate box.

| QUESTION | NO | YES | NOT SURE |
|---|---|---|---|
| 1) Do you or a family member have a contract with, or currently own a business that has a contract with, the City of Tyler? | X | | |
| 2) Are you or a family member currently involved in any real estate transactions in which you or the family member are either buying from, or selling to, the City of Tyler? | X | | |

**NOTE:**
Answering yes will NOT automatically disqualify a person from serving on a City Board, as the type of interest will determine whether a conflict is present.

**********

I understand that if I am appointed to a board I will be expected to participate actively in the business of the respective board, and adhere to the attendance requirements in City Code Section 1-20.1. I also understand that I will be expected to become familiar with relevant City Codes, and review all material relating to decisions to be made and that I can abstain only for cause. I agree to contact the City Clerk's Office in the event that there is any change in my home address/phone number/e-mail address listed above.

***City Boards that are more than advisory.*** I understand that if I am appointed to a City Board that is more than advisory in nature as listed in the definition of "City Officer" in City Code Section 1-26, that I will be subject to provisions of the City's Ethics Ordinance in City Code Sections 1-26 through 1-29. If a situation arises during my term on said Board where I have a prohibited financial interest [as defined in City Code Section 1-27], either direct or indirect, in any contract with, or sale of, land or materials to, the City of Tyler, I understand that I will need to resign.

Furthermore, if a situation arises during my term on said Board where I have a prohibited substantial interest [as defined in City Code Section 1-29], either direct or indirect, in any contract with, or sale of land or materials to, the City of Tyler, and such matter comes before said Board, I understand that I will need to abstain from any discussion or vote on the matter, and that I will also need to file an affidavit showing such prohibited substantial interest.

Jión Dietz

Printed Name

Signature

8.18.24

Date

| **Return completed form to:** | |
|---|---|
| Cassandra Brager, City Clerk<br>P. O. Box 2039<br>Tyler, TX 75710 | CLERK TO CC: City Council<br>City Manager |

# CITY OF TYLER, TEXAS

## BOARD / COMMISSION / COMMITTEE MEMBERSHIP APPLICATION

### I. CONTACT INFORMATION

*Please indicate with an "X" the title you prefer.*

Mr. X | Miss | Mrs. | Ms. | Dr. | Prof.

**NAME: John McKinney**

RECEIVED
AUGUST 23, 2024
CITY CLERK'S OFFICE
CITY OF TYLER, TEXAS

**Home Address:2065 Stonegate Valley Dr. Tyler, TX 75703**

Street | City | State | Zip Code

**Home Telephone Number:903-944-8642**

**Office Address:**

6115 New Copeland Rd. St 330 | Tyler | TX | 75703

Street | City | State | Zip Code

**Office Telephone Number:903-363-9188**

| *Please indicate with an "X" which address you would like to use for mailings.* | HOME: | OFFICE: X |
|---|---|---|

E-Mail Address:

### II. BOARD SELECTION

**PRIORITY PREFERENCE:**

*Place a 1 beside the name of the Board indicating your 1st Choice, and 2 for your 2nd Choice.*
*Please limit your preferences to two (2) Boards.*

**NOTE:** * Specific technical expertise is required for membership on these boards.
# The board is more than advisory in nature; will require additional training time.
@ Special State law requirements, see additional requirements on page 3.

| | |
|---|---|
| | Airport Advisory Board |
| | Animal Care Advisory Board (*) |
| | Board of Adjustment (Zoning) (*) (#) |
| | **Civil Service Commission (#) (@)** |
| 1 | Construction Board of Adjustment & Appeals (*) (#)<br>Building, Plumbing, Mechanical, Residential & Gas Codes) |
| | Disability Issues Review Board |
| | Industrial Development Corporation of Tyler Board of Directors (*) |
| | Keep Tyler Beautiful Board |
| | Main Street Board (*) (#) |
| | Neighborhood Revitalization Board (*) (#) |
| | Parks Board |
| | Planning and Zoning Commission (#) |
| | Northeast Texas Public Health District Board (#) |
| | Traffic Safety Board |
| | Tyler Health Facilities Development Corporation Board of Directors (*) |
| | Tyler Historical Preservation Board (*) (#) |
| | Tyler One-half Cent Sales Tax Corp, Inc. Board (#) |
| | Tyler Public Library Board |

## III. BACKGROUND INFORMATION

1. Number of years you have lived in Tyler?
Years: 14

2. Education

| Institution / School | Diploma / Degree | Year |
|---|---|---|
| Robert E. Lee High School | Yes | 2000 |
| Abilene Christian University | BA in Management | 2004 |
| | | |
| | | |

3. Employment (List most recent first)

| Employer | Position | Dates |
|---|---|---|
| Self- McKinney Homes, LLC | Owner | 2012-present |
| Servpro Of Tyler | Production Manager | 2010-2012 |
| Mertiage Homes | Construction Manager | 2005-2009 |

4. Professional Licenses
(e.g. Physician, Attorney, Engineer, Master Electrician, C.P.A., etc.)

| Occupation | Type of License Associated with Occupation |
|---|---|
| | |
| | |

5. Professional Association Memberships

| Association | Office Held (if applicable) |
|---|---|
| Tyler Area Builders Association | Board Member 2013-present |
| | President 2018 |
| | |

6. Civic-Volunteer Organizations and Activities
(e.g. United Way Loaned Executive, Boy Scout Scoutmaster, etc.)

| Organization / Activity | Dates |
|---|---|
| | |
| | |
| | |

| If applying for the **Civil Service Commission**, please indicate if you meet the following requirements by marking an "X" in the appropriate box. **A person appointed to the commission must:** | NO | YES | NOT SURE |
|---|---|---|---|
| 1) be of good moral character | | | |
| 2) be a United States citizen; | | | |
| 3) be a resident of the municipality who has resided in the municipality for more than three years | | | |
| 4) be over 25 years of age | | | |
| 5) not have held a public office within the preceding three years | | | |

| ***** FOR OFFICE USE ONLY ***** | |
|---|---|
| Applicant's District #: | DISTRICT 5 EAST |
| Applicant appointed to the following Board: | |
| Date City Council appointed applicant: | |

## IV. QUESTIONNAIRE REGARDING CONFLICT OF INTERESTS

Please indicate your answer with an "X" in the appropriate box.

| QUESTION | NO | YES | NOT SURE |
|---|---|---|---|
| 1) Do you or a family member have a contract with, or currently own a business that has a contract with, the City of Tyler? | X | | |
| 2) Are you or a family member currently involved in any real estate transactions in which you or the family member are either buying from, or selling to, the City of Tyler? | X | | |

**NOTE:**
Answering yes will NOT automatically disqualify a person from serving on a City Board, as the type of interest will determine whether a conflict is present.

**********

I understand that if I am appointed to a board I will be expected to participate actively in the business of the respective board, and adhere to the attendance requirements in City Code Section 1-20.l. I also understand that I will be expected to become familiar with relevant City Codes, and review all material relating to decisions to be made and that I can abstain only for cause. I agree to contact the City Clerk's Office in the event that there is any change in my home address/phone number/e-mail address listed above.

***City Boards that are more than advisory.*** I understand that if I am appointed to a City Board that is more than advisory in nature as listed in the definition of "City Officer" in City Code Section 1-26, that I will be subject to provisions of the City's Ethics Ordinance in City Code Sections 1-26 through 1-29. If a situation arises during my term on said Board where I have a prohibited financial interest [as defined in City Code Section 1-27], either direct or indirect, in any contract with, or sale of, land or materials to, the City of Tyler, I understand that I will need to resign.

Furthermore, if a situation arises during my term on said Board where I have a prohibited substantial interest [as defined in City Code Section 1-29], either direct or indirect, in any contract with, or sale of land or materials to, the City of Tyler, and such matter comes before said Board, I understand that I will need to abstain from any discussion or vote on the matter, and that I will also need to file an affidavit showing such prohibited substantial interest.

John McKinney
Printed Name

Signature

8/23/24
Date

| **Return completed form to:** | |
|---|---|
| Cassandra Brager, City Clerk<br>P. O. Box 2039<br>Tyler, TX 75710 | CLERK TO CC: City Council<br>City Manager |

## Vanessa Carreno-Solis

**From:** govAccess CMS Site <webmaster@cityoftyler.org>
**Sent:** Saturday, November 23, 2024 6:18 PM
**To:** CityClerk-Contact; hbrewster@tylertexas.com; Cassandra Brager; Vanessa Carreno-Solis
**Subject:** *NEW SUBMISSION* Board, Commission or Committee Member Application

### Board, Commission or Committee Member Application

| | |
|---|---|
| **Submission #:** | 3635378 |
| **IP Address:** | 172.59.195.226 |
| **Submission Date:** | 11/23/2024 6:17 |
| **Survey Time:** | 5 minutes, 31 seconds |

You have a new online form submission.
Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

### I. CONTACT INFORMATION

**Name:**

Laqulia Hill

RECEIVED
NOV 25 2024
CITY CLERK'S OFFICE
City of Tyler

**Home Address:**

1710 Nancy dr
Tyler, TX 75702

**Home Phone Number:**

(903) 252-7443

**Section Break**

**Office Address:**

1710 Nancy dr
Tyler, TX 75702

**Office Phone Number:**

(903) 252-7443

**Please indicate which address you would like to use for mailings.**

Home

**Section Break**

**Email Address:**

lhill6@email.tjc.edu

**Section Break**

**Read-Only Content**

**First Choice of Board Selection**

Construction Board of Adjustment & Appeals (Building, Plumbing, Mechanical, Residential & Gas Codes) (*) (#)

**Second Choice of Board Selection**

Neighborhood Revitalization Board (*) (#)

**Section Break**

**III. BACKGROUND INFORMATION**

**Number of years you have lived in Tyler**

22

**Education: List the Institution/School, Diploma/Degree, Year. Seperate each degree with a semicolon (;).**

Diploma Tyler Junior College

**Employment (list most recent first): List Employer, Position, Dates. Separate each emploment with a semicolon (;).**

Health Human Services;Office of Inspector General;Lowes

**Professional Licenses (Physician, Attorney, Engineer, Master Electrician, CPA, etc.): List the Occupation and Type of License Associated with Occupation. Separate each Occupation with a semicolon (;).**

Deca;Key Club

**Professional Association Memberships: List Association and Office Held (if applicable). Separate each Association with a semicolon (;).**

Green acres church;Marvin Methodist Church; Northstar Baptist Church

**Civic-Volunteer Organizations and Activities (e.g. United Way Loaned Executive, Boy Scout Scoutmaster, etc.): List Organization/Activity and Dates. Separate each Organization with a semicolon (;).**

United way

**Section Break**

**IV. QUESTIONNAIRE REGARDING CONFLICT OF INTERESTS**

**Please select the box if your answer is yes to the following questions.**

None of the above.

**NOTE: Answering yes will NOT automatically disqualify a person from serving on a City Board, as the type of interest will determine whether a conflict is present.**

**Section Break**

**Read-Only Content**

**Acknowledgement**

I understand that checking this box constitutes a legal signature confirming I acknowledge and agree that all statements in this form are true and correct.

**Full Name**

Laqulia Hill

**Date**

11/23/2024 12:00 AM

Thank you,
**Tyler, TX**

District #3

**This is an automated message generated by Granicus. Please do not reply directly to this email.**

**WARNING:** The sender of this email could not be validated and may not match the person in the "From" field.

# CITY OF TYLER, TEXAS

## BOARD / COMMISSION / COMMITTEE MEMBERSHIP APPLICATION

RECEIVED
AUGUST 20, 2024
CITY CLERK'S OFFICE
CITY OF TYLER, TEXAS

### I. CONTACT INFORMATION

*Please indicate with an "X" the title you prefer.*

Mr. X | Miss | Mrs. | Ms. | Dr. | Prof.

**NAME:** MAX SLICKER

**Home Address:**

| Street | City | State | Zip Code |
|---|---|---|---|
| 18484 WOODHOLLOW DR | FLINT | TX | 75762 |

**Home Telephone Number:** 903·316·5592

**Office Address:**

| Street | City | State | Zip Code |
|---|---|---|---|
| 2931 ELKTON TR | TYLER | TX | 75703 |

**Office Telephone Number:** 903·630-7330

*Please indicate with an "X" which address you would like to use for mailings.* HOME: | OFFICE: X

E-Mail Address: max@scarchitecturetx.com

### II. BOARD SELECTION

**PRIORITY PREFERENCE:**

*Place a 1 beside the name of the Board indicating your 1st Choice, and 2 for your 2nd Choice.*
*Please limit your preferences to two (2) Boards.*

**NOTE:** * Specific technical expertise is required for membership on these boards.
# The board is more than advisory in nature; will require additional training time.
@ Special State law requirements, see additional requirements on page 3.

| | |
|---|---|
| | Airport Advisory Board |
| | Animal Care Advisory Board (*) |
| | Board of Adjustment (Zoning) (*) (#) |
| | **Civil Service Commission (#) (@)** |
| 1 | Construction Board of Adjustment & Appeals (*) (#) Building, Plumbing, Mechanical, Residential & Gas Codes) |
| | Disability Issues Review Board |
| | Industrial Development Corporation of Tyler Board of Directors (*) |
| | Keep Tyler Beautiful Board |
| | Main Street Board (*) (#) |
| | Neighborhood Revitalization Board (*) (#) |
| | Parks Board |
| 2 | Planning and Zoning Commission (#) |
| | Northeast Texas Public Health District Board (#) |
| | Traffic Safety Board |
| | Tyler Health Facilities Development Corporation Board of Directors (*) |
| | Tyler Historical Preservation Board (*) (#) |
| | Tyler One-half Cent Sales Tax Corp, Inc. Board (#) |
| | Tyler Public Library Board |

## III. BACKGROUND INFORMATION

1. Number of years you have lived in Tyler?
Years: 39

2. Education

| Institution / School | Diploma / Degree | Year |
|---|---|---|
| ROBERT E. LEE H.S. | H.S. DIPLOMA | 1995 |
| TEXAS A&M UNIVERSITY | BACH. OF ENVIRONMENTAL DESIGN | 1999 |
| " " " | MASTER OF ARCHITECTURE | 2002 |
| | | |
| | | |

3. Employment (List most recent first)

| Employer | Position | Dates |
|---|---|---|
| SC ARCHITECTURE | CO-OWNER/PARTNER | 2018 - PRESENT |
| J.M. SLICKER ARCHITECT | OWNER | 2008 - 2018 |
| JEFF HONE ARCHITECT | PROJECT MANAGER | 2003 - 2008 |

4. Professional Licenses
(e.g. Physician, Attorney, Engineer, Master Electrician, C.P.A., etc.)

| Occupation | Type of License Associated with Occupation |
|---|---|
| ARCHITECT | ARCHITECT TX 19718 |
| | |

5. Professional Association Memberships

| Association | Office Held (if applicable) |
|---|---|
| NCARB | |
| TABA | |
| | |

6. Civic-Volunteer Organizations and Activities
(e.g. United Way Loaned Executive, Boy Scout Scoutmaster, etc.)

| Organization / Activity | Dates |
|---|---|
| CITY OF TYLER - CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS | LONG TIME |
| CITY OF TYLER - CODE ADOPTION TASK FORCE | TWICE |
| | |

| If applying for the **Civil Service Commission**, please indicate if you meet the following requirements by marking an "X" in the appropriate box. **A person appointed to the commission must:** | NO | YES | NOT SURE |
|---|---|---|---|
| 1) be of good moral character | | X | |
| 2) be a United States citizen; | | X | |
| 3) be a resident of the municipality who has resided in the municipality for more than three years | | X | |
| 4) be over 25 years of age | | X | |
| 5) not have held a public office within the preceding three years | | X | |

| ***** FOR OFFICE USE ONLY ***** | |
|---|---|
| Applicant's District #: | OUT OF DISTRICT |
| Applicant appointed to the following Board: | |
| Date City Council appointed applicant: | |

## IV. QUESTIONNAIRE REGARDING CONFLICT OF INTERESTS

Please indicate your answer with an "X" in the appropriate box.

| QUESTION | NO | YES | NOT SURE |
|---|---|---|---|
| 1) Do you or a family member have a contract with, or currently own a business that has a contract with, the City of Tyler? | X | | |
| 2) Are you or a family member currently involved in any real estate transactions in which you or the family member are either buying from, or selling to, the City of Tyler? | X | | |

**NOTE:**
Answering yes will NOT automatically disqualify a person from serving on a City Board, as the type of interest will determine whether a conflict is present.

**********

I understand that if I am appointed to a board I will be expected to participate actively in the business of the respective board, and adhere to the attendance requirements in City Code Section 1-20.1. I also understand that I will be expected to become familiar with relevant City Codes, and review all material relating to decisions to be made and that I can abstain only for cause. I agree to contact the City Clerk's Office in the event that there is any change in my home address/phone number/e-mail address listed above.

***City Boards that are more than advisory.*** I understand that if I am appointed to a City Board that is more than advisory in nature as listed in the definition of "City Officer" in City Code Section 1-26, that I will be subject to provisions of the City's Ethics Ordinance in City Code Sections 1-26 through 1-29. If a situation arises during my term on said Board where I have a prohibited financial interest [as defined in City Code Section 1-27], either direct or indirect, in any contract with, or sale of, land or materials to, the City of Tyler, I understand that I will need to resign.

Furthermore, if a situation arises during my term on said Board where I have a prohibited substantial interest [as defined in City Code Section 1-29], either direct or indirect, in any contract with, or sale of land or materials to, the City of Tyler, and such matter comes before said Board, I understand that I will need to abstain from any discussion or vote on the matter, and that I will also need to file an affidavit showing such prohibited substantial interest.

J. MAX SLICKER
Printed Name

Signature

08/16/24
Date

| **Return completed form to:** | |
|---|---|
| Cassandra Brager, City Clerk<br>P. O. Box 2039<br>Tyler, TX 75710 | CLERK TO CC: City Council<br>City Manager |

# Construction Board of Adjustment and Appeals

(For Building, Plumbing, Mechanical and Gas Codes) 2 year terms (Created 7-12-93) (City Code Sec. 6-2) Regular Members: shall have knowledge and experience in technical codes, such as design professionals, contractors, or building industry representatives. (more than advisory) (change to 7 members 2-24-16)

City Liaison: Dan Allee

Meets only on call in Tyler Development Center Conference Room.

| Single Member District | Place | * Chair | Board Member Mailing Address & Email Address | Telephone Numbers | Terms Complet | Date Appointed | Date Term Expires |
|---|---|---|---|---|---|---|---|
| East **Ineligible** | 1 | * | David Socia<br>15128 CR 2191<br>Whitehouse, Texas 75791<br>david@sidarbuilders.com | H \| 903-721-5863<br>W \|<br>M \| | 1 | 08-31-2016 | 08-31-2022 |
| | 2 | | At-large from general public<br>Will Doran<br>3921 Cloverdale Dr.<br>Tyler, Texas 75701<br>wdoran@doranmechanical.com | H \| 903-714-9592<br>W \| 903-581-6561<br>M \| | 0 | 09-26-2018 | 08-31-2022 |
| ETJ Ineligible | 3 | | Max Slicker<br>1892 Cedar Spur St.<br>Tyler, Texas 75703<br>max@scarchitecturetx..com | H \| 903-316-5592<br>W \| 903-630-7330<br>M \| | 1 | 08-31-2016 | 08-31-2022 |
| East | 4 | | Alfred Pate III<br>3424 Ridgebluff Circle<br>Tyler, Texas 75707<br>frdpate@gmail.com | H \| 903-521-6871<br>W \|<br>M \| | 1 | 8-28-2019 | 08-31-2023 |
| ETJ | 5 | | Jion Dietz<br>7813 CR 137<br>Flint, Texas 75762<br>jionmd@gmail.com | H \| 903-571-4577<br>W | 2 | 08-31-16 | 08-31-2023 |
| | 6 | | James Brooks<br>13088 County Rd. 1141<br>Tyler, Texas 75709<br>Jbrooks490@aol.com | H \| 903-780-1035<br>W \|<br>M \| | 0 | 09-26-2018 | 08-31-2022 |
| | 7 | | John McKinney<br>6115 New Copeland, Suite 330<br>Tyler, Tx 75703<br>john@mckinneyhomesllc.com | H \| 903-944-8642<br>W \| 903-363-9188<br>M \| | 2 | 08-23-2017 | 08-31-2023 |

# CITY OF TYLER
# CITY COUNCIL COMMUNICATION

**Agenda Number.** C-A-1

**Date:** January 8, 2025

**Subject:** Request that the City Council consider authorizing the City Manager to renew bid number 21-024 Category 40 and 41 for various light-duty vehicle and bus washing and detailing services to Highly Detailed of Tyler for the fiscal year 2024-25.

**Item Reference:**

On March 9, 2021, sealed bids for Bid 21-024 were opened in public at 2:00 pm in the City Council Chambers. The bid was for providing repairs and services for the City fleet in forty-three (43) categories. All categories have been re-bid except for categories 40 and 41. The vendor has expressed an interest in renewing these categories for the FY 2024-25. These services are on an as-needed basis. There are no guaranteed quantities of vehicle/bus washing and detailing. Highlights of the bid format include firm prices on service. The original bid specified that there was a one (1) year contract with an extension clause of three (3) one (1) year periods, with a price adjustment percentage not to exceed the Consumer Price Index. This will be the last extension for these categories.

See the attachment for vendor pricing details.

**RECOMMENDATION:**

**It is recommended that the City Council consider authorizing the City Manager to renew bid number 21-024 Category 40 and 41 for various light-duty vehicle and bus washing and detailing services to Highly Detailed of Tyler for the fiscal year 2024-25.**

**Attachments:**
service_and_repair_bid_21-024

**Drafted/Recommended By:**
**Department Leader** Stan Stoffregen Fleet Manager

**Edited/Submitted By:**
**City Manager**

| | Primary | Secondary | Third | Fourth | | |
|---|---|---|---|---|---|---|
| | Pro One | Alfords | Josh Hawkins Auto | Butler Alignment | Preferred on-site | Pegues Hurst |
| **Group 1 Suspension & Alignment Automotive, Light Duty Trucks and Vans** | Onsite/whitehouse shop 50.00 service call | | | | | Ford Only |
| Fully Burdened Hourly Labor Rate | 50.00/90.00 | 65.00 | 74.00 | 90.00 | 97.77 | 125.00 |
| Overtime Hourly Labor Rate | 120.00 | 85.00 | 111.00 | 130.00 | 97.77 | |
| Parts and Materials Handling Markup Under Manufacture List price | | 30% | | 20% | 10-30% | 16% |
| Parts and Materials Handling Percentage Over Cost if no Manufacture List Price | 20% | 30% | 15% | 25% | 10-30% | 16% |
| Sub-Contracted Vendor Service Markup | | | 5% | 25% | 5-15% | 20% |
| Warranty Information: | 12mo / 12k | | 2yr/24k | 12mo/12k | 30 days | 2yr/unl |
| Alignment only | | 65.00 all wheel for up to 3/4 ton, 85.00 all wheel 1 ton and up | | 55.00 front, 4 wheels 106.00 ,pu / suv 62.00, 3/4 ton 72.00, 1 ton 93.00 | | |

| | Pro One | Alfords | Butler Alignment | Fireteck | Preferred on-site | Price INT |
|---|---|---|---|---|---|---|
| **Group 2 Suspension & Alignment Heavy Duty Trucks and Vans** | max 4500 | | | Fire truck only | | |
| Fully Burdened Hourly Labor Rate | 50.00/90.00 | 65.00 | 90.00 | 95.00 | 97.77 | 118.00 |
| Overtime Hourly Labor Rate | 120.00 | 85.00 | 130.00 | 142.50 | 97.77 | 118.00 |
| Parts and Materials Handling Markup Under Manufacture List price | | 30% | 20% | 20% | 10-30% | 10%-list |
| Parts and Materials Handling Percentage Over Cost if no Manufacture List Price | 20% | 30% | 25% | 20% | 10-30% | 10%-list |
| Sub-Contracted Vendor Service Markup | | | 25% | 10% | 5-15% | 25% |
| Warranty Information: | 12mo / 12k | | 12mo/12k | 90 days | 30 days | 12mo |
| Alignment only | | 65.00 all wheel for up to 3/4 ton, 85.00 all wheel 1 ton and up | bus 120.00, truck 2 axle 215.00, three axle 295.00 | | | |

| | Pro One | Alfords | Josh Hawkins Auto | Butler Alignment | Preferred on-site | Pegues Hurst |
|---|---|---|---|---|---|---|
| **Group 3 Brake Repair Automotive, Light Duty Trucks and Vans** | | | | | | |
| Fully Burdened Hourly Labor Rate | 50.00/90.00 | 65.00 | 74.00 | 90.00 | 97.77 | 125.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Overtime Hourly Labor Rate | 120.00 | 85.00 | 111.00 | 130.00 | 97.77 | |
| Parts and Materials Handling Markup Under Manufacture List price | | 30% | | 20% | 10-30% | 16% |
| Parts and Materials Handling Percentage Over Cost if no Manufacture List Price | 20% | 30% | 15% | 25% | 10-30% | 16% |
| Sub-Contracted Vendor Service Markup | | | 5% | 25% | 5-15% | 20% |
| Warranty Information: | 12mo / 12k | | 2yr/24k | 12mo/12k | 30 days | 2yr/unl |

| **Group 4 Brake Repair Heavy Duty Trucks and Vans** | Pro One<br>max 4500 | Butler Alignment | Fireteck<br>fire truck only | Preferred on-site | Superio Fleet | Price INT |
|---|---|---|---|---|---|---|
| Fully Burdened Hourly Labor Rate | 50.00/90.00 | 90.00 | 95.00 | 97.77 | 100.00 | 118.00 |
| Overtime Hourly Labor Rate | 120.00 | 130.00 | 142.50 | 97.77 | 150.00 | 118.00 |
| Parts and Materials Handling Markup Under Manufacture List price | | 20% | 20% | 10-30% | 27% | 10%-list |
| Parts and Materials Handling Percentage Over Cost if no Manufacture List Price | 20% | 25% | 20% | 10-30% | 32% | 10%-list |
| Sub-Contracted Vendor Service Markup | | 25% | 10% | 5-15% | 10% | 25% |
| Warranty Information: | 12mo / 12k | 12mo/12k | 90 days | 30 days | 1yr | 12mo |

| **Group 5 Tune-up, Diagnostic, and Engine Repair Automotive, Light Duty Trucks and Vans** | Pro One | Aamco | Josh Hawkins Auto | Butler Alignment | Preferred on-site | Pegues Hurst<br>ford only |
|---|---|---|---|---|---|---|
| Fully Burdened Hourly Labor Rate | 50.00/90.00 | 75.00 | 84.00 | 90.00 | 97.77 | 125.00 |
| Overtime Hourly Labor Rate | 120.00 | 75.00 | 126.00 | 130.00 | 97.77 | |
| Parts and Materials Handling Markup Under Manufacture List price | | 0.15 | | 20% | 10-30% | 16% |
| Parts and Materials Handling Percentage Over Cost if no Manufacture List Price | 20% | 0.15 | 15% | 25% | 10-30% | 16% |
| Sub-Contracted Vendor Service Markup | | 0.15 | 5% | 25% | 5-15% | 20% |
| Warranty Information: | 12mo / 12k | 12mo/12k | 2yr/24k | 12mo/12k | 30 days | 2yr/unl |

| **Group 6 Tune-up, Diagnostic, and Engine Repair Heavy Duty Trucks and Vans** | Pro One<br>max 4500 | Butler Alignment | Preferred on-site | Price INT | Pegues Hurst | Pliler<br>int only |
|---|---|---|---|---|---|---|

| | | | | | | |
|---|---|---|---|---|---|---|
| Fully Burdened Hourly Labor Rate | 50.00/90.00 | 90.00 | 97.77 | 118.00 | 125.00 | 135.00 |
| Overtime Hourly Labor Rate | 120.00 | 130.00 | 97.77 | 118.00 | | 155.00 |
| Parts and Materials Handling Markup Under Manufacture List price | | 20% | 10-30% | 10%-list | 16% | 33% |
| Parts and Materials Handling Percentage Over Cost if no Manufacture List Price | 20% | 25% | 10-30% | 10%-list | 16% | 10% |
| Sub-Contracted Vendor Service Markup | 10% | 25% | 5-15% | 25% | 20% | 20% |
| Warranty Information: | 12mo / 12k | 12mo/12k | 30 days | 12mo | 2yr/unl | 1yr |

**Group 7 Exhaust & Emission Work Automotive, Light Duty Trucks and Vans**

| | Pro One | Butler Alignment | Preferred on-site | Pegues Hurst | Pliler |
|---|---|---|---|---|---|
| Fully Burdened Hourly Labor Rate | 50.00/90.00 | 90.00 | 97.77 | 125.00 | 135.00 |
| Overtime Hourly Labor Rate | 120.00 | 130.00 | 97.77 | | 155.00 |
| Parts and Materials Handling Markup Under Manufacture List price | | 20% | 10-30% | 16% | 33% |
| Parts and Materials Handling Percentage Over Cost if no Manufacture List Price | 20% | 25% | 10-30% | 16% | 10% |
| Sub-Contracted Vendor Service Markup | 10% | 25% | 5-15% | 20% | 20% |
| Warranty Information: | 12mo / 12k | 12mo/12k | 30 days | 2yr/unl | 1yr |

**Group 8 Exhaust & Emission Work Heavy Duty Trucks and Vans**

| | Pro One<br>max 4500 | Butler Alignment | Fireteck<br>Fire truck only | Preferred on-site | Price INT | Pegues Hurst<br>fod only |
|---|---|---|---|---|---|---|
| Fully Burdened Hourly Labor Rate | 50.00/90.00 | 90.00 | 95.00 | 97.77 | 118.00 | 125.00 |
| Overtime Hourly Labor Rate | 120.00 | 130.00 | 142.50 | 97.77 | 118.00 | |
| Parts and Materials Handling Markup Under Manufacture List price | | 20% | 20% | 10-30% | 10%-list | 16% |
| Parts and Materials Handling Percentage Over Cost if no Manufacture List Price | 20% | 25% | 20% | 10-30% | 10%-list | 16% |
| Sub-Contracted Vendor Service Markup | 10% | 25% | 10% | 5-15% | 25% | 20% |
| Warranty Information: | 12mo / 12k | 12mo/12k | 90 days | 30 days | 12mo | 2yr/unl |

| **Group 9 Transmission Service, Repair & Rebuild Automotive, Light Duty Trucks and Vans** | Aamco | Pro One | Dunn Transmission 4500 max | Preferred on-site | Pegues Hurst |
|---|---|---|---|---|---|
| Fully Burdened Hourly Labor Rate | 75.00 | 50.00/90.00 | 95.00 | 97.77 | 125.00 |
| Overtime Hourly Labor Rate | 75.00 | 120.00 | | 97.77 | |
| Parts and Materials Handling Markup Under Manufacture List price | 0.15 | | | 10-30% | 16% |
| Parts and Materials Handling Percentage Over Cost if no Manufacture List Price | 0.15 | 20% | | 10-30% | 16% |
| Sub-Contracted Vendor Service Markup | 0.15 | 10% | | 5-15% | 20% |
| Warranty Information: | 12mo/12k | 12mo / 12k | 12mo/12k | 30 days | 2yr/unl |

| **Group 10 Transmission Service, Repair & Rebuild Heavy Duty Trucks and Vans** | Pro One | Dunn Transmission 4500 max | Fireteck fire truck only | Preferred on-site | Price INT | Pegues Hurst for only |
|---|---|---|---|---|---|---|
| Fully Burdened Hourly Labor Rate | 50.00/90.00 | 95.00 | 95.00 | 97.77 | 118.00 | 125.00 |
| Overtime Hourly Labor Rate | 120.00 | | 142.50 | 97.77 | 118.00 | |
| Parts and Materials Handling Markup Under Manufacture List price | | | 20% | 10-30% | 10%-list | 16% |
| Parts and Materials Handling Percentage Over Cost if no Manufacture List Price | 20% | | 20% | 10-30% | 10%-list | 16% |
| Sub-Contracted Vendor Service Markup | 10% | | 10% | 5-15% | 25% | 20% |
| Warranty Information: | 12mo / 12k | 12mo/12k | 90 days | 30 days | 12mo | 2yr/unl |

| **Group 11 Radiator Service Automotive, Light Duty Trucks and Vans** | Pro One | Alfords Replace | Josh Hawkins Auto | Butler Alignment | Preferred on-site | Pegues Hurst ford only |
|---|---|---|---|---|---|---|
| Fully Burdened Hourly Labor Rate | 50.00/90.00 | 65.00 | 70.00 | 90.00 | 97.77 | 125.00 |
| Overtime Hourly Labor Rate | 120.00 | 85.00 | 105.00 | 130.00 | 97.77 | |
| Parts and Materials Handling Markup Under Manufacture List price | | 30% | | 20% | 10-30% | 16% |
| Parts and Materials Handling Percentage Over Cost if no Manufacture List Price | 20% | 30% | 15% | 25% | 10-30% | 16% |
| Sub-Contracted Vendor Service Markup | 10% | | 5% | 25% | 5-15% | 20% |

| | | | | | | |
|---|---|---|---|---|---|---|
| Warranty Information: | 12mo / 12k | | 2yr/24k | 12mo/12k | 30 days | 2yr/unl |

| **Group 12 Radiator Service Heavy Duty Trucks and Vans** | Pro One | Butler Alignment | Fireteck<br>fire truck only | Preferred on-site | Price INT | Pegues Hurst<br>ford only |
|---|---|---|---|---|---|---|
| Overtime Hourly Labor Rate | 50.00/90.00 | 130.00 | 142.50 | 97.77 | 118.00 | |
| Parts and Materials Handling Markup Under Manufacture List price | 120.00 | 20% | 20% | 10-30% | 10%-list | 16% |
| Parts and Materials Handling Percentage Over Cost if no Manufacture List Price | | 25% | 20% | 10-30% | 10%-list | 16% |
| Sub-Contracted Vendor Service Markup | 20% | 25% | 10% | 5-15% | 25% | 20% |
| Warranty Information: | 12mo/12k | 12mo/12k | 90 days | 30 days | 12mo | 2yr/unl |

| **Group 13 Collision Repair & Service Automotive, Light Duty Trucks and Vans** | Patterson |
|---|---|
| Fully Burdened Hourly Labor Rate | 40.98-body repair 105.00-mechanical repair-40.98 - paint refinish 46.00 - frame set measure repair 33.98 - paint supplies |
| Overtime Hourly Labor Rate | |
| Parts and Materials Handling Markup Under Manufacture List price | |
| Parts and Materials Handling Percentage Over Cost if no Manufacture List Price | 15% |
| Sub-Contracted Vendor Service Markup | 10% |
| Warranty Information: | lifetime |

| Group 14 Collision Repair & Service Heavy Duty Trucks and Vans | Patterson<br>MAX 5500 | Fireteck<br>fire truck only |
|---|---|---|
| Fully Burdened Hourly Labor Rate | 40.98-body repair 105.00-mechanical repair-40.98 - paint refinish 46.00 - frame set measure repair 33.98 - paint supplies | 95.00 |
| Overtime Hourly Labor Rate | | 142.50 |
| Parts and Materials Handling Markup Under Manufacture List price | | 20% |
| Parts and Materials Handling Percentage Over Cost if no Manufacture List Price | 15% | 20% |
| Sub-Contracted Vendor Service Markup | 10% | 10% |
| Warranty Information: | lifetime | 90 day |

| Group 15 Welding Repair & Service Automotive, Light Duty Trucks and Vans | Pro One | Preferred on-site |
|---|---|---|
| Fully Burdened Hourly Labor Rate | 75.00 | 97.77 |
| Overtime Hourly Labor Rate | | 97.77 |
| Parts and Materials Handling Markup Under Manufacture List price | | 10-30% |
| Parts and Materials Handling Percentage Over Cost if no Manufacture List Price | 0.20 | 10-30% |
| Sub-Contracted Vendor Service Markup | | 5-15% |
| Warranty Information: | 90 days | 30 days |

| Group 16 Welding Repair & Service Heavy Duty Trucks and Vans | Preferred on-site | Price INT | Fireteck<br>fire truck only |
|---|---|---|---|

| | | | |
|---|---|---|---|
| Fully Burdened Hourly Labor Rate | 97.77 | 118.00 | 95.00 |
| Overtime Hourly Labor Rate | 97.77 | 118.00 | 142.50 |
| Parts and Materials Handling Markup Under Manufacture List price | 10-30% | 10%-list | 20% |
| Parts and Materials Handling Percentage Over Cost if no Manufacture List Price | 10-30% | 10%-list | 20% |
| Sub-Contracted Vendor Service Markup | 5-15% | 25% | 10% |
| Warranty Information: | 30 days | 12mo | 90 days |

| **Group 17 Preventive Maintenance & Service Automotive, Light Duty Trucks and Vans** | Pro One | Alfords | Josh Hawkins Auto | Aamco | Butler Alignment | Pegues Hurst |
|---|---|---|---|---|---|---|
| Fully Burdened Hourly Labor Rate | 50.00/90.00 | 65.00 | 70.00 | 75.00 | 90.00 | 95.00 |
| Overtime Hourly Labor Rate | 120.00 | 85.00 | 105.00 | 75.00 | 130.00 | |
| Parts and Materials Handling Markup Under Manufacture List price | | 30% | | 0.15 | 20% | 16% |
| Parts and Materials Handling Percentage Over Cost if no Manufacture List Price | 20% | 30% | 15% | 0.15 | 25% | 16% |
| Sub-Contracted Vendor Service Markup | 10% | | 5% | 0.15 | 25% | 20% |
| Warranty Information: | 12mo / 12k | | 2yr/24k | 12mo/12k | 12mo/12k | 2yr/unl |

| **Group 18 Preventive Maintenance & Service Heavy Duty Trucks and Vans** | Pro One | Fireteck<br>fire truck only | Price INT | Preferred on-site | Butler Alignment | Pegues Hurst<br>ford only |
|---|---|---|---|---|---|---|
| Fully Burdened Hourly Labor Rate | 50.00/90.00 | 55.00 | 118.00 | 97.77 | 90.00 | 125.00 |
| Overtime Hourly Labor Rate | 120.00 | 82.50 | 118.00 | 97.77 | 130.00 | |
| Parts and Materials Handling Markup Under Manufacture List price | | 20% | 10%-list | 10-30% | 20% | 16% |
| Parts and Materials Handling Percentage Over Cost if no Manufacture List Price | 20% | 20% | 10%-list | 10-30% | 25% | 16% |
| Sub-Contracted Vendor Service Markup | 10% | 10% | 25% | 5-15% | 25% | 20% |
| Warranty Information: | 12mo / 12k | 90 days | 12mo | 30 days | 12mo/12k | 2yr/unl |

| **Group 19 On Site Preventive Maintenance and Repair for Light Duty Tractors and Equipment** | Pro One | Southwest Eqip | Preferred on-site | Doggett |
|---|---|---|---|---|
| Fully Burdened Hourly Labor Rate | 50.00 | 80.00 | 97.77 | 150.00shop/175.00 field |
| Overtime Hourly Labor Rate | | 100.00 | 97.77 | 225.00 shop/259.50 field |
| Parts and Materials Handling Markup Under Manufacture List price | | | 10-30% | |
| Parts and Materials Handling Percentage Over Cost if no Manufacture List Price | 20% | 25% | 10-30% | |
| Sub-Contracted Vendor Service Markup | 10% | | 5-15% | 35% |
| Warranty Information: | 12mo / 12k | 90 days | 30 days | 90 day |

**Special Instructions for Group 19:**

- On Site means at the department specific yard or location of unit.

| **Group 20 On Site Preventive Maintenance and Repair for Heavy Duty Tractors and Equipment** | Pro One | Southwest Eqip | Preferred on-site | Price INT | Doggett |
|---|---|---|---|---|---|
| Fully Burdened Hourly Labor Rate | 50.00 | 80.00 | 97.77 | 118.00 | 150.00shop/175.00 field |
| Overtime Hourly Labor Rate | | 100.00 | 97.77 | 118.00 | 225.00 shop/259.50 field |
| Parts and Materials Handling Markup Under Manufacture List price | | | 10-30% | 10%-list | |
| Parts and Materials Handling Percentage Over Cost if no Manufacture List Price | 20% | 25% | 10-30% | 10%-list | |
| Sub-Contracted Vendor Service Markup | 10% | | 5-15% | 25% | 35% |
| Warranty Information: | 12mo / 12k | 90 days | 30 days | 12mo | 90 day |

**Special Instructions for Group 20:**

- On Site means at the department specific yard or location of unit.

| **Group 21 Interior Trim & Upholstery for all Vehicles** | Wallace upholstery | |
|---|---|---|
| Fully Burdened Hourly Labor Rate | 55.00 | |
| Overtime Hourly Labor Rate | | |
| Parts and Materials Handling Markup Under Manufacture List price | | |

| | | |
|---|---|---|
| Parts and Materials Handling Percentage Over Cost if no Manufacture List Price | | |
| Sub-Contracted Vendor Service Markup | | |
| Warranty Information: | 90 day | |

| **Group 22 Glass Replacement Automotive, Light & Heavy-Duty Vehicles** | Glassmaster | |
|---|---|---|
| Fully Burdened Hourly Labor Rate | 50.00 | |
| Overtime Hourly Labor Rate | 50.00 | |
| Parts and Materials Handling Markup Under Manufacture List price | | |
| Parts and Materials Handling Percentage Over Cost if no Manufacture List Price | 30.00 | |
| Sub-Contracted Vendor Service Markup | | |
| Warranty Information: | lifetime | 30 days |

| **Group 23 A/C Repair Automotive, Light Duty Vehicles** | Pro one | Alfords | Josh Hawkins Auto | Aamco | Butler Alignment | Preferred on-site |
|---|---|---|---|---|---|---|
| Fully Burdened Hourly Labor Rate | 50.00/90.00 | 65.00 | 74.00 | 75.00 | 90.00 | 97.77 |
| Overtime Hourly Labor Rate | 120.00 | 85.00 | 111.00 | 75.00 | 130.00 | 97.77 |
| Parts and Materials Handling Markup Under Manufacture List price | | 30% | | 0.15 | 20% | 10-30% |
| Parts and Materials Handling Percentage Over Cost if no Manufacture List Price | 20% | 30% | 15% | 0.15 | 25% | 10-30% |
| Sub-Contracted Vendor Service Markup | 10% | | 5% | 0.15 | 25% | 5-15% |
| Warranty Information: | 12mo / 12k | | 2yr/24k | 12mo/12k | 12mo/12k | 30 days |

| **Group 24 A/C Repair Heavy Duty Trucks and Buses** | Pro One max 4500 | Butler Alignment | Fireteck fire truck only | Preferred on-site | Superio Fleet | Price INT |
|---|---|---|---|---|---|---|
| Fully Burdened Hourly Labor Rate | 50.00/90.00 | 90.00 | 95.00 | 97.77 | 100.00 | 118.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Overtime Hourly Labor Rate | 120.00 | 130.00 | 142.50 | 97.77 | 150.00 | 118.00 |
| Parts and Materials Handling Markup Under Manufacture List price | | 20% | 20% | 10-30% | 10% | 10%-list |
| Parts and Materials Handling Percentage Over Cost if no Manufacture List Price | 20% | 25% | 20% | 10-30% | 32% | 10%-list |
| Sub-Contracted Vendor Service Markup | 10% | 25% | 10% | 5-15% | 10% | 25% |
| Warranty Information: | 12mo / 12k | 12mo/12k | 90 days | 30 days | 1 year | 12mo |

| **Group 25 CNG Engine repair for Light duty vehicles and Heavy-Duty trucks** | Pro One | |
|---|---|---|
| Fully Burdened Hourly Labor Rate | 50.00/90.00 | |
| Overtime Hourly Labor Rate | 120.00 | |
| Parts and Materials Handling Markup Under Manufacture List price | | |
| Parts and Materials Handling Percentage Over Cost if no Manufacture List Price | 20% | |
| Sub-Contracted Vendor Service Markup | 10% | |
| Warranty Information: | 12mo / 12k | |

| **Group 26 Emergency Radio and Emergency Lights and Non-Emergency Radio / Light Installation and Service for all City of Tyler Vehicles and Equipment** | Preferred on-site minor fix only |
|---|---|
| Fully Burdened Hourly Labor Rate | 97.77 |
| Overtime Hourly Labor Rate | 97.77 |
| Parts and Materials Handling Markup Under Manufacture List price | 10-30% |
| Parts and Materials Handling Percentage Over Cost if no Manufacture List Price | |
| Sub-Contracted Vendor Service Markup | |
| Police Prisoner Cage Front and Cargo with mounting hardware Time of installation | |
| Rear Passenger Window Bars and door panels, Rear seat belt system, plastic rear seat, to include removal of existing seat - Time of installation | |
| Push Bumper with Brush Guards Time of installation | |

| | |
|---|---|
| Loudspeakers, Siren and Siren Controls Time of installation | |
| Overhead Light bar, D-8 light bar on push bumper, Linz6 lights or compatible light on push bumper, Linz6 or compatible light on rear side window, Linz6 or compatible | |
| Gun Lock Time of installation | |
| Console, Adjustable arm rest, cup holders, Slide out computer mount, Auxiliary power outlet on console Time of installation | |
| Emergency Police Radio install. Time of installation | |
| Emergency Police Radio, remove old equipment, remove decals Time of removal from vehicle when removing vehicles from service | |
| Watch guard video system with back seat camera, Computer system,<br><br>Computer docking station, Radar with front and rear antennas,<br><br>Park-a-lot security system time of installation | |
| Shop Supplies to include all install supplies or electrical supplies<br><br>(Fuses, fuse holders, wire, radio coax etc.) | |
| Warranty information: | |

**Special Instructions for Group 26:**

- All wiring must meet or exceed manufacture recommendations. Wiring and installation of all equipment will be uniform throughout fleet and will be established
- All other equipment not specified will be a case-by-case bid in regard to time as deemed necessary by the City representative
- All equipment and lighting will include all brackets as part of installation times.

**Group 27 Emergency and Non-Emergency Vinyl Decal Installation and Service for all City of Tyler Vehicles and Equipment**

| | PDQ | Fastsigns | | |
|---|---|---|---|---|
| Fully Burdened Hourly Labor Rate | 35.00 | 50.00 | | |
| Overtime Hourly Labor Rate | | | | |
| Explorer decal | 1151.50 | 975.48 | | |

| | | | | |
|---|---|---|---|---|
| Charger decal | 1151.50 | 989.45 | | |
| Tahoe Decal | 1151.50 | 1045.29 | | |
| Warranty Information: | | | | |

| **Group 28 Generator Repair and Service** | Pro One | Preferred on-site engine only no electric |
|---|---|---|
| Fully Burdened Hourly Labor Rate | 50.00/90.00 | 97.77 |
| Overtime Hourly Labor Rate | 120.00 | 97.77 |
| Parts and Materials Handling Markup Under Manufacture List price | | 10-30% |
| Parts and Materials Handling Percentage Over Cost if no Manufacture List Price | 20% | 10-30% |
| Sub-Contracted Vendor Service Markup | 10% | 5-15% |
| Warranty Information: | 12mo / 12k | 30 days |

| **Group 29 Harley-Davidson Motorcycle Repair, Service, and Preventive Maintenance** | Lonestar Harley |
|---|---|
| Fully Burdened Hourly Labor Rate | 110.00 |
| Overtime Hourly Labor Rate | 140.00 |
| Parts and Materials Handling Markup under Manufacture List price | msrp |
| Parts and Materials Handling Percentage Over Cost if no Manufacture List Price | 30.00 |
| Sub-Contracted Vendor Service Markup | 30.00 |
| Warranty Information: | 90days |

| **Group 30 Police Motorcycle Emergency Radio and Light Installation, Repair, and Service** | Lonestar Harley |
|---|---|
| Fully Burdened Hourly Labor Rate | 110.00 |
| Overtime Hourly Labor Rate | 140.00 |
| Parts and Materials Handling Markup Under Manufacture List price | msrp |

| | |
|---|---|
| Parts and Materials Handling Percentage Over Cost if no Manufacture List Price | 30.00 |
| Sub-Contracted Vendor Service Markup | 30.00 |
| Warranty Information: | 90days |

**Special Instructions for Group 30:**

- All wiring will meet or exceed manufacture recommendations. Wiring and installation of all equipment will be uniform throughout the fleet and will be
- All other equipment not specified will be a case-by-case bid in regard to time as deemed necessary by the City representative.
- All equipment and lighting will include all brackets as part of installation times.

| **Group 31 Heavy Duty and Light Duty Vehicle Equipment Refurbish Service and Repair** | Preferred on-site | Price INT |
|---|---|---|
| Fully Burdened Hourly Labor Rate | 97.77 | 118.00 |
| Overtime Hourly Labor Rate | 97.77 | 118.00 |
| Parts and Materials Handling Markup Under Manufacture List price | 10-30% | 10%-list |
| Parts and Materials Handling Percentage Over Cost if no Manufacture List Price | 10-30% | 10%-list |
| Sub-Contracted Vendor Service Markup | 5-15% | 25% |
| Warranty Information: | 30 days | 12mo |

**Special Instructions for Group 31:**

All service will be a case-by-case bid in regard to time as deemed necessary by the City representative.

Service of work will include, but not limited to:

Sandblast equipment to be refurbished.

Primed and painted.

Repair of sheet metal where and when necessary.

| **Group 32 Heavy Duty Vehicles and Equipment Emergency and Non-Emergency Tire Service - for example transit buses, solid waste trucks, dump** | Goodyear | Alfords | Southern Tire | |
|---|---|---|---|---|
| Trip Charge (If any) | 30.00 | 35.00 | 50.00 | |
| After 5 pm Trip Charge (If any) | 35.00 | 75.00 | 75.00 | |

| | | | | |
|---|---|---|---|---|
| Tire Repair Charge | 28.00 | 30.00 | 35.00 | |
| Tire swap charge (put on spare or swap out tire) | 25.00 | 22.50 | 30.00 | |
| Parts and Materials Handling Percentage Over Cost if no Manufacture List Price | 0.10 | 30% | | |
| Service Truck Fee (If any) | 0.00 | 10.00 | | |
| Fuel Charge (If any) | 5.00 | 0 | 15.00 | |
| Scrap Tire Fee (If any) | 5.00 | 8.00-15.00 | 10.00 | |
| Outside the city limit charge (if any) (per mile) | 1.00 per mile | 2.00 per mile | 1.00 per mile | |

**Special Instructions for Group 32:**

- Any tire work deemed emergency in nature by the City of Tyler representative shall constitute an arrival time of no more than 20 minutes. If time is exceeded, the
- No tire REPAIR is to be performed on emergency vehicles with lights. No tire repair will be done unless approved by City personnel. If repair is approved, tire will

| **Group 33 Light Duty Vehicles and Equipment Emergency and Non-Emergency Tire Service for example Fire and police sedans.** | Goodyear | Alfords | Southern tire |
|---|---|---|---|
| Trip Charge (If any) | 30.00 | 35.00 | 50.00 |
| After Hours Trip Charge (If any) | 35.00 | 75.00 | 75.00 |
| Tire Repair | 28.00 | 22.50 | 25.00 |
| Tire swap charge ( put on spare or swap out tire) | 25.00 | 15.00 | 15.00 |
| Parts and Materials Handling Percentage Over Cost if no Manufacture List Price | 10% | 30% | 0.00 |
| Service Truck Fee (If any) | 0.00 | 10.00 | 0.00 |
| Fuel Charge (If any) | 5.00 | 0.00 | 15.00 |
| Scrap Tire Fee (If any) | 4.00 | 3.00 | 4.00 |

| | | | |
|---|---|---|---|
| Outside of City Limits Mileage Fee (If any) (Per Mile Charge) | 1.00 per mile | 2.00 per mile | 1 |

**Special Instructions for Group 33:**

- Any tire work deemed emergency in nature by the City of Tyler representative, shall constitute an arrival time of no more than 20 minutes. If time is exceeded, the
- No tire REPAIR is to be performed on emergency vehicles with lights. If repair is approved, tire will be taken off the rim and patched from the inside of the tire.
- Tire will need to be replaced at 4/32 and below.

| **Group 34 Electronic Fleet Check Solid Waste trucks** | Goodyear | Alfords |
|---|---|---|
| Trip Charge (If any) | free | 35.00 |
| Fleet check charge ( if any) | free | 0.00 |
| Charge per truck (if any) | free | 7.50 |
| After Hours Trip Charge (If any) | free | 75.00 |
| Service Truck Fee (If any) | free | 10.00 |
| Fuel Charge (If any) | free | 0.00 |
| Report charge (if any) | free | 0 |
| | free | |

**Special Instructions for Group 34:**

The winning bidder will need to have a software program to do an electronic fleet check of the Solid Waste fleet. The tread depth, air pressure and overall condition of

| **Group 35 Heavy Duty and Light Duty Machine Metal Work** | Pliler |
|---|---|
| Fully Burdened Hourly Labor Rate | 135.00 |

| | |
|---|---|
| Overtime Hourly Labor Rate | 155.00 |
| Parts and Materials Handling Markup Under Manufacture List price | 33% |
| Parts and Materials Handling Percentage Over Cost if no Manufacture List Price | 10% |
| Sub-Contracted Vendor Service Markup | 20% |
| Warranty Information: | 1yr |

| **Group 36 Trailer repair and / or service** | Alfords | Preferred on-site | Price INT | Pliler |
|---|---|---|---|---|
| Fully Burdened Hourly Labor Rate | 65.00 | 97.77 | 118.00 | 135.00 |
| Overtime Hourly Labor Rate | 85.00 | 97.77 | 118.00 | 155.00 |
| Parts and Materials Handling Markup Under Manufacture List price | 30% | 10-30% | 10%-list | 33% |
| Parts and Materials Handling Percentage Over Cost if no Manufacture List Price | 30% | 10-30% | 10%-list | 10% |
| Sub-Contracted Vendor Service Markup | | 5-15% | 25% | 20% |
| Warranty Information: | | 30 days | 12mo | 1yr |

**Special Instructions for Group 36:**

The winning bidder will need to be able to service and repair both single axle and duel axle trailers, with or with our air brakes. The winning bidder will need to be able

| **Group 37 Heavy duty bucket trucks, cranes and hydraulic lifts repair and service** | Preferred on-site | Pliler |
|---|---|---|
| Fully Burdened Hourly Labor Rate | 97.77 | 135.00 |
| Overtime Hourly Labor Rate | 97.77 | 155.00 |
| Parts and Materials Handling Markup Under Manufacture List price | 10-30% | 33% |
| Parts and Materials Handling Percentage Over Cost if no Manufacture List Price | 10-30% | 10% |
| Sub-Contracted Vendor Service Markup | 5-15% | 20% |
| Warranty Information: | 30 days | 1yr |

**Special Instructions for Group 37:**

The winning bidder will need to be certified for aerial hydraulic lift repair.

**Group 38 Service and repair of an ANGI CNG Delivery station**

| | |
|---|---|
| Fully Burdened Hourly Labor Rate | NO BIDS |
| Overtime Hourly Labor Rate | |
| Parts and Materials Handling Markup Under Manufacture List price | |
| Parts and Materials Handling Percentage Over Cost if no Manufacture List Price | |
| Sub-Contracted Vendor Service Markup | |
| Warranty Information: | |

**Special Instructions for Group 38:**

The winning bidder will need to be able to service and repair an ANGI NG50E CNG Delivery Station.

| **Group 39 On site light duty car wash and detail service** | Highly Detailed | 7 minute car wash | Eco Auto Spa |
|---|---|---|---|
| wash,wipe down,vac | 10.00 | no bid | 75.00 |
| Overtime Hourly Labor Rate | | | 110.00 |
| Parts and Materials Handling Markup Under Manufacture List price | | | |
| Parts and Materials Handling Percentage Over Cost if no Manufacture List Price | | | |
| Sub-Contracted Vendor Service Markup | | | |
| Warranty Information: | | | |

**Special Instructions for Group 39:**

- Service to be performed at department location.

- Winning bidder needs to be specific about what is included in the price of service.
- If different levels of service are offered, those need to be detailed by line.

| **Group 40- Light duty car wash and detail service** | Highly Detailed | 7 minute car wash | Eco Auto Spa |
|---|---|---|---|
| wash, wipe down,vac | 10.00 | 20.00 | 65.00 |
| interior detail | 25.00 | suv 25.00 | 95.00 |
| full detail-wash,shampoo carpets and seats,windows,buff | 100.00 | | 155.00 |
| Sub-Contracted Vendor Service Markup | | | |
| Warranty Information: | | | |

**Special Instructions for Group 40:**

- Service to be performed at vendor location.
- Winning bidder needs to be specific about what is included in the price of service.
- If different levels of service are offered those need to be detailed by line.

| **Group 41- Transit bus car wash and detail service** | Highly Detailed | 7 minute car wash | Eco Auto Spa |
|---|---|---|---|
| wash, clean wheels / small, medium | 35.00 | no bid | 105.00 |
| wash, clean wheels / large | 45.00 | | 155.00 |
| full interior / small - medium | 100.00 | | |
| full interior / large | 150.00 | | |
| excess dirty | 50.00 | | |
| Warranty Information: | | | |

**Special Instructions for Group 41:**

- Service to be performed at department location.
- Winning bidder needs to be specific about what is included in the price of service.
- If different levels of service are offered, those need to be detailed by line.

| **Group 42 - Transit bus wheelchair lift or ramp repair** | Pro One |
|---|---|
| Fully Burdened Hourly Labor Rate | 50.00/90.00 |
| Overtime Hourly Labor Rate | 120.00 |
| Parts and Materials Handling Markup Under Manufacture List price | |
| Parts and Materials Handling Percentage Over Cost if no Manufacture List Price | 20% |
| Sub-Contracted Vendor Service Markup | 10% |
| Warranty Information: | 12mo / 12k |

| **Group 43 Non- Emergency vehicle upfit / Truck Accessory purchase and install, window tint, bed liner** | LINE-X |
|---|---|
| Fully Burdened Hourly Labor Rate | 60.00 |
| Overtime Hourly Labor Rate | 60.00 |
| Parts and Materials Handling Markup Under Manufacture List price | 25% |
| Parts and Materials Handling Percentage Over Cost if no Manufacture List Price | 25% |
| Sub-Contracted Vendor Service Markup | 10% |
| Warranty Information: | |

# CITY OF TYLER
# CITY COUNCIL COMMUNICATION

**Agenda Number.** C-A-2

**Date:** January 8, 2025

**Subject:** Request that the City Council consider authorizing the City Manager to ratify a one-year extension option for NDMJ Overflow Paratransit services.

**Item Reference:** **3/24/2021 C-A-3**

Staff presented to Council March 24, 2021, for bid 21-009 for Paratransit Overflow Services to NDMJ, LLC, for approval. The original bid called for a one-year option with four additional one-year options. This will be the last option to be awarded according to NDMJ being sold. This allows us to pay for services with NDMJ, LLC, until the purchase contract has been finalized.

**RECOMMENDATION:**

**It is recommended that the City Council consider authorizing the City Manager to ratify a one-year extension option for NDMJ Overflow Paratransit services.**

**Attachments:**
overflow_contract_signed_final_51721

**Drafted/Recommended By:**
**Department Leader** Russ Jackson/Transit Manager

**Edited/Submitted By:**
**City Manager**

RECEIVED
MAY 12 2021
CITY ATTORNEY'S OFFICE
City of Tyler

MAY 17 2021
RECEIVED - City Of Tyler
MAY 13 2021
City Manager's Office

# DOCUMENT ROUTING FORM

| DOCUMENT<br>Description or Type of Document | Number of Copies | Ticket ID<br>[Use by HR, Legal and IT] |
|---|---|---|
| Overflow contract bid 21-009 | | KDA-207031<br>~~SOX-270486~~ |

| ORIGIN<br>FROM: Name / Title | Department | Date | Comments |
|---|---|---|---|
| James Torres/GM | Transit | 4/29/21 | Bid 21-009 approved 3/24/21 |

**ROUTE**

| | Name / Title | Department | Action Needed | Date Completed | Initials | Comments | Office Use |
|---|---|---|---|---|---|---|---|
| 1 | Leroy sparrow/DIRECTOR | Transit | sign | 4/29/21 | ~~LS~~ | | |
| 2 | Russ Jackson/Key Leader ~~Mesha~~ | Transit/SW/Parks & Rec | review | 5/10/21 | TJ | | |
| 3 | ~~Deborah Pullum/City~~ Attorney | Legal | sign | 5/12/21 | ~~AB~~ | | |
| 4 | Edward Broussard/CITY MANAGER | CMO | sign | 05/13/21 | EB | | |
| 5 | Cassandra Brager/City Clerk | Clerk | sign | 5/13/21 | | | |
| 6 | James Torres/GM | Transit | file | | | | |

| | | |
|---|---|---|
| **THE STATE OF TEXAS** | § | **CITY OF TYLER TRANSIT DEPARTMENT** |
| **CITY OF TYLER, TEXAS** | § | **CONTRACT FOR** |
| **COUNTY OF SMITH** | § | **PARA TRANSIT OVERFLOW AND FIXED ROUTE PEAK HOUR ASSISTANCE SERVICES** |

**THIS CONTRACT** made and entered into this day of April 1st 2021, by and between the CITY OF TYLER, TEXAS, a municipal corporation, hereinafter referred to as **"CITY"**, acting through the City Manager, and NDMJ, LLC. hereinafter referred to as **"COMPANY"**.

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the payments and mutual covenants set forth in this Contract, **CITY** and **COMPANY** agree as follows:

## SECTION I:

***NOTICES***

Any notice required or permitted hereunder shall be in writing and shall be delivered in person or sent by certified or registered mail, postage prepaid with return receipt requested, addressed to the party to receive same at the address of such party shown below. For purposes of such notice, the addresses of the parties, until changed by written notice, shall be:

| **CITY'S CONTACT:** | | **COMPANY'S CONTACT:** | |
|---|---|---|---|
| Name | Leroy Sparrow | Name | Jamal Moharer |
| Title | Transit Manager | Title | President |
| Address | Tyler Transit Department<br>210 E. Oakwood<br>Tyler, TX 75702 | Address | ~~100 East Ferguson~~ 321 N. Bois-D-Arc Ave<br>~~Suite 804~~<br>Tyler, Texas 75702 |
| Phone | (903) 533-8057 | Phone | (903)360-8822 |
| FAX | (903) 531-1291 | FAX | (903) 592-3266 |
| E-mail | lsparrow@tylertexas.com | E-mail | jamal@flyjet.org |

Initials: CITY _____ COMPANY _____

## SECTION 2:

## CONTRACT DOCUMENTS

The contract documents consist of this Contract, Bid 21-009, PTN130, City of Tyler Standard Insurance Requirements, Texas Ethics Commission Certificate of Interested Parties Disclosure Form 1295, the City's Acknowledgment, and all addenda issued prior to execution of this Contract, and all modifications issued subsequent to the execution. The contract documents constitute the entire AGREEMENT between the **CITY** and **COMPANY** and all are as fully a part of the Contract as if attached to or repeated in this Contract.

## SECTION 3:

## SERVICES

The Para Transit Overflow and Fixed Route Peak Hour Assistance services to be provided by the **COMPANY** hereunder, shall be as specified in Bid 21-009. Changes in such services may be made from time to time by mutual agreement of the **CITY** and the **COMPANY** and shall become effective only when specified in writing and signed by both parties. Any documents referring to the Contract and signed by both the **CITY** and the **COMPANY** shall form a part of this Contract and shall be attached and incorporated herein for all purposes.

## SECTION 4:

## CHARGES

The **CITY** agrees to pay the **COMPANY** for, and the **COMPANY** agrees to provide, Para Transit and Fixed Route Peak Hour Assistance at the rates specified in Bid 21-009. The aforementioned agreement and rate shall not be amended, unless mutually agreed upon in writing by the **CITY** and the **COMPANY.**

## SECTION 5:

## TERM

The services to be provided by the **COMPANY** hereunder shall be for a term of one (1) year from April 1, 2021 until April 1, 2022, unless terminated by either party upon giving the other 60 days' prior written notice of the notifying party's intention to terminate. Before the conclusion of the above mentioned term, **CITY** may agree to a renewal of said Contract. Upon such agreement, **COMPANY** agrees to maintain the rate and terms as specified in Bid 21-009, and may renew said Contract for a period of up to four (4) additional one (1) year terms, at the discretion of **CITY.**

## SECTION 6:

## PERSONNEL

The services to be provided hereunder will be provided by personnel who are employees of the **COMPANY,** acting as an independent contractor hereunder. The **COMPANY** will exercise complete control over the conduct of such personnel and will pay all wages, applicable Federal Social Security Taxes, employment taxes and all other similar taxes. All the services required hereunder will be performed by the **COMPANY** or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

## SECTION 7:

## LIMIT OF LIABILITY

The **COMPANY** is not an insurer, and the amounts payable to the **COMPANY** under this Contract are based solely upon the value of the services rendered and are unrelated to the value of the **CITY'S** property or the lives or property of others. The **COMPANY** agrees its insurance requirements under this agreement shall be limited to the following items, (a), (b) and (c), and the **COMPANY** will provide the **CITY** evidence of corresponding insurance coverage.

a) Workers' Compensation, in the statutory required amount. *See TEX. LABOR CODE ANN., Title 5, Subtitle A, Chapter 401 and TEX ADMIN. CODE ANN., Title 28, Part 2.*

b) Commercial General Liability covering the **COMPANY'S liability claims for bodily injury and property damage arising out of premises, operations, products, and completed operations; and advertising and personal injury liability**

Not less than: $1,000,000 (1 million) Each Occurrence
Not less than: $ 2,000,000 (2 million) General Aggregate

c) Business Automobile Liability: **Policy shall include (but not limited to)** liability for bodily injury and property damage for, but not limited to, the following:
1.) Any Auto; OR
2.) All Owned Autos, and
3.) Hired Autos, and
4.) Non-Owned Autos.
**Not less than: $1,000,000 (1 million) Each Occurrence**

d) **Commercial Umbrella/Excess Liability: Not Less than:**
**$5,000,000 (5 million) Each Occurrence**
**$5,000,000 (5 million) Each Aggregate**

**COMPANY** shall name City as additional insured on the General Liability, and Business Automobile Liability policies, and shall assure that the Certificate of Insurance clearly indicates the City has been endorsed by using the following language:

*"The City of Tyler (i.e. Certificate Holder) shall be named as Additional Insured as respects to General Liability and Auto and shall have a Waiver of Subrogation as respects to General Liability, and Auto all as required by written contract subject to policy terms, conditions and exclusions. Coverage is primary, non- contributory as respects to General Liability and Auto as required by written contract."*

COMPANY shall provide City with 30 days' advance notice, in writing, of cancellation or material change. Insurance shall be issued by a company authorized to do business in the State of Texas.

## SECTION 8:

## INDEMNIFICATION

The **COMPANY** agrees to indemnify, and hold harmless the **CITY,CITY's** directors, officers, agents and employees from and against all liabilities, commands, claims, damages, suits, or judgments, including attorney's fees and other costs and expenses because of harm (including but not limited to harm arising from false arrest, searches, libel, and slander), injury or death to persons, or loss, damage or destruction to property, including the property of the **CITY, COMPANY** and third persons, resulting from the actions or negligence of **COMPANY** or **COMPANY's** directors, officers, agents or employees. **COMPANY** shall incur no liability where liability is determined to have arisen solely as a result of the negligence, intentional acts, or omissions of the directors, officers, agents or employees of **CITY**.

The **COMPANY** assumes full responsibility for the work to be performed and services to be provided hereunder, and hereby releases, relinquishes and discharges the **CITY, CITY's** officers, agents, and employees from any and all claims, demands, causes of action of every kind and character, including the cost of defense thereof, that is caused by or alleged to be caused by, arising out of or in connection with the **COMPANY'S** work or services hereunder whether or not said claims, demands, or causes of action are covered in whole or part by insurance.

## SECTION 9:

## DEFAULT

In the event of the default of the **CITY** in the payment of any amount due and payable to the **COMPANY** hereunder or in performing or observing any other agreement or condition to this Contract on the **CITY'S** part to be performed or observed, and if such default shall not have been cured by the **CITY** within 15 working days after written notice thereof from the **COMPANY** to the **CITY,** the **COMPANY** may enforce any provision of this Contract, including the collection of any amount due and payable to the **COMPANY** hereunder. The exercise of any one of the rights and remedies to which the **COMPANY** may be entitled to by law shall not impair the **COMPANY'S** right to exercise any other right or remedy available to the **COMPANY.** Amounts due and payable to the **COMPANY** are exclusive of amounts withheld by the **CITY** for the failure of the **COMPANY** to perform the services contracted for hereunder or for failure of the **COMPANY** to meet any other requirement of this Contract.

## SECTION 10:

## AMENDMENT

This Contract, along with the contract documents, constitutes the entire AGREEMENT between the **CITY** and the **COMPANY** and cannot be altered, changed or amended except by a written instrument signed by both parties.

## SECTION 11:

## ASSIGNMENT

Neither party may assign this agreement, in whole or in part, without the prior written consent of the other party. Any attempted assignment of this agreement without the required written consent of the other party shall be null and void.

## SECTION 12:

## VENUE

The agreement shall be construed in accordance with the laws of the State of Texas and the ordinances of the City of Tyler, Texas. Venue for any action brought to enforce or interpret the agreement shall lie exclusively in a court of competent jurisdiction in Smith County, Texas for actions in state court, and in the Eastern District of Texas, Tyler Division, for actions in federal court.

## SECTION 13:

## MISCELLANEOUS

This Contract shall bind and inure to the benefit of the **CITY** and the **COMPANY** and their respective heirs, executors, administrators, successors and, except as otherwise provided in the Contract, their respective assigns. In the event any provision of the Contract is found contrary to law, such provision shall be either modified to conform to law or considered separable with the remaining provisions hereof continuing in full tone and effect.

## SECTION 14:

## FEDERAL TRANSIT ADMINISTRATION

### Federally Required and Other Model Contract Clauses

The **COMPANY** must comply with all federally required clauses set forth in PTN 130 which is included with Bid 21-009, which is attached and fully incorporated herein.

Signed this 27th day of April, 2021.

**FOR CONTRACTOR:**

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Jamal Maharer

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

STATE OF TEXAS §
§
COUNTY OF SMITH §

This instrument was acknowledged before me on this the 27th day of April, A.D., 2021, by Jamal Maharer, on behalf of said **COMPANY**.

Susan Holmes

Notary Public in and for the State of Texas

My Commission Expires: 2/25/22

SUSAN HOLMES
Notary Public
STATE OF TEXAS
ID#674722-9
My Comm. Exp. Feb. 25, 2022

Initials: CITY _____ COMPANY _____

**FOR THE CITY OF TYLER, TEXAS**

By: Edward Broussard
CITY MANAGER

Edward Broussard
PRINTED NAME

**FOR THE CITY OF TYLER, TEXAS**

By: Cassandra Brager
CITY CLERK

Cassandra Brager
PRINTED NAME

CITY OF TYLER SEAL TEXAS

**FOR THE CITY OF TYLER, TEXAS**

By: Leroy Sparrow
TRANSIT ~~MANAGER~~ Director

Leroy Sparrow
PRINTED NAME

By: Alesha L. Buckner
CITY ATTORNEY'S OFFICE

Alesha L. Buckner
PRINTED NAME

Initials: CITY EB COMPANY

# CITY OF TYLER
# CITY COUNCIL COMMUNICATION

**Agenda Number.** C-A-3

**Date:** January 8, 2025

**Subject:** Request that the City Council consider authorizing the City Manager to approve a donation to the Tyler Fire Department from the United States Air Force Bomb Disposal Team. The donation consists of two robots and replacement parts valued at $255,680.13

**Item Reference:**

The F6A robot weighs 485 pounds and features a retractable robotic arm with a lifting capacity of up to 25 pounds. It is classified as a "heavy" robot yet possesses the speed and agility necessary to handle various tasks. The robot has four cameras: a color camera that offers panoptic, zoom, pan, and tilt functions and another camera with 216:1 zoom and image stabilization capabilities.
Additional features:

The F6A includes an adjustable 80-watt halogen lamp and an optional infrared lens. The extension arm can accommodate a third camera with 40:1 zoom capability, and a 24-inch camera extender is available. The weatherproof two-way communication system, which utilizes a microphone and speaker, enables the ANDROS operator to hear fully.

The gripper arm is fully positional and features seven degrees of freedom, with the option to install additional sensors or weapon systems as required. The pneumatic wheels can be easily converted to replace the base track system without any tools. The integrated track system allows the robot to traverse various uneven surfaces, including ditches (up to 21 inches), obstacles (up to 18 inches), and stairs (with an incline of up to 45.75 degrees).

The communication and control system for the ANDROS F6A consists of three data connections, with fiber optic cables fed from spools mounted at the rear of the main compartment. Thanks to its track system, the F6A can reach a top speed of approximately 3.5 miles per hour, with a turning radius roughly equal to the robot's length. The switch box is removable, allowing for direct connection to the robot.

ANDROS accessories include helm stations, audio/video tools, various robotic arm attachments, optional sensors, spare battery kits, and maintenance kits. Operators can monitor the ANDROS in action via a glare-free 15-inch LCD monitor, which features a picture-in-picture display for simultaneous access to all camera feeds.

**RECOMMENDATION:**

**Request that the City Council consider authorizing the City Manager to approve a donation to the Tyler Fire Department from the United States Air Force Bomb Disposal Team. The donation consists of two robots and replacement parts valued at $255,680.13**

**Attachments:**
Robot_Donation_2024 (2)

**Drafted/Recommended By:**
**Department Leader** David Coble, Fire Chief

**Edited/Submitted By:**
**City Manager**



# DONATION OF BOMB SQUAD ROBOT

# ANDROS F6A

| | |
|---|---|
| Andros F6A robot- SN: F83821-02N020506 | = $ 85,848.00 |
| Andros F6A robot- SN: F7593-01N010705 | = $ 85,848.00 |
| Dual PAN disruptor, Assembly PN: D2450-5350 | = $ 1,142.53 |
| Dual PAN disruptor, Assembly | = $ 1,142.53 |
| Camera Sight Kit, Assembly PN: C7055-5140 | = $ 897.15 |
| Camera Sight Kit, Assembly | = $ 897.15 |
| APD-2000 Multirae detector mounting-kit B7055-6080 | = $ 2,952.53 |
| Laser Assembly PN: C7055-5170 | = $ 351.12 |
| Laser Assembly | = $ 351.12 |
| Hydraulic worktable | = $ 750.00 |
| Pelican case 1660 | = $ 500.00 |
| Numerous new parts for robot | = $ 75,000.00 |
| **TOTAL** | **$255,680.13** |

Donation by the United States Air Force
John F. McHugh, CTR USAF AFMC, AFCEC/CXD
RLSC-TYNDALL-Site Lead
John.mchugh.5.ctr@us.af.mil
586-596-6285
Amentum Contractor
5835 Bayline Drive
Panama City, Florida 32404
Government cell: 586-596-6285

# CITY OF TYLER
# CITY COUNCIL COMMUNICATION

**Agenda Number.** C-A-4

**Date:** January 8, 2025

**Subject:** Request that the City Council consider authorizing the City Manager to purchase a small-platform tactical robot for the Tyler Police Department from ICOR Technology for a total cost of $84,371.68.

**Item Reference:** **R-2024-8 from 1/24/2024 agenda**

In January 2024, Council authorized the Police Department to apply for and accept grant funding from the Office of the Governor, Homeland Security Grant Division, to assist with the replacement purchase of a SWAT robot. In May 2024, the police department was awarded grant #4988101 in the amount of $23,590.86 as part of the governor's office FY2024 State Homeland Security Program - Law Enforcement Terrorist Prevention Activities projects. Grant funds received by the Tyler Police Department will be used to assist with the purchase of:

** One (1) ICOR TECHNOLOGY Mini-Caliber robot with range extender, tether reel kit, DVR, spare battery charger, spare part kit, protective case, and onsite training.

The purchase will be made from ICOR Technology though GSA contract #GS-07F-0430V. The grant funding allows the police department to supplement existing terrorism prevention efforts and respond to unique law enforcement emergencies. The equipment will replace an 11-year-old SWAT robot that is no longer operational. The total cost is $84,371.68 - using the full amount of the grant funds, plus $60,780.82 of agency forfeiture funds from account #205-0305-421.26-03.

**RECOMMENDATION:**

**It is recommended that the City Council authorize the City Manager to purchase a small-platform tactical robot for the Tyler Police Department from ICOR Technology for a total cost of $84,371.68.**

**Attachments:**
QUOTE GSA-08337-J2B8-1_Tyler Police Department_TX_November 22 2024

**Drafted/Recommended By:**
**Department Leader** Jimmy E. Toler / Chief of Police

**Edited/Submitted By:**
**City Manager**

ICOR TECHNOLOGY
935 Ages Drive
Ottawa, ON K1G 6L3
CANADA
P: 613.745.3600
F: 613.745.3590
TF: 877.483.7978
www.icortechnology.com
sales@icortechnology.com

# QUOTE

To
Eddie Sheffield
Tyler Police Department (TX)
711 W. Ferguson
Tyler, TX 75702

Tel:
Fax:
Mobile: (903) 535-0125
Email: ESHEFFIELD@TYLERTEXAS.COM

| | |
|---|---|
| QUOTE NO.: | QUO-08337-J2B8-1 |
| EFFECTIVE FROM: | 11/22/2024 |
| EFFECTIVE TO: | 2/22/2025 |
| CURRENCY: | US Dollar |
| SHIPPING METHOD: | Ground |
| SHIPPING TERMS: | FOB ORIGIN, PREPAY AND ADD |
| *DELIVERY DATE: | 32 - 36 Weeks ARO |
| PAYMENT TERMS: | 1% 10 DAYS, NET 30 |
| **GSA Contract No.:** | **GS-07F-0430V** |

| QTY | P/N | DESCRIPTION | $/UNIT | LINE TOTAL |
|---|---|---|---|---|
| 1.0 | Mini-123 | Mini-CALIBER® Robot (COFDM)<br>Comes standard with: • Rubber Tracks for traversing rough terrain and climbing stairs • Wirelessly Controlled Front and Rear Flippers with positional feedback with preset Home and Stair Climbing positions • Turreted Robotic Claw arm with 15lbs lift and 5 axes of movement • 10x Color zoom camera on claw arm • Front and Rear Color/IR Drive Cameras • Wide Angle color rear mast camera • Color Claw camera • 2-Way Audio: Talk/Listen through the robot • LED drive lights for Front and Mast Cameras • Wireless RF control: 1.3GHz Video; 900MHz Data • Portable, Lightweight, Handheld Controller • 2x 24V DC Lithium-Iron-Phosphate Robot Battery Packs (1x onboard; 1x spare) & 1x 24V DC Battery Charger • 2x 12V DC Lithium-Ion CCU Battery Packs (1x onboard; 1x spare) & 1x 12V DC Battery Charger • 2 year limited warranty • Electronic manual with training videos and hard copy of operator manual. *Note: Mini-CALIBER is shipped in a wooden crate. Hard-shell case is available as an option. | $57,483.32 | $57,483.32 |
| 1.0 | 14096 | Mini-CALIBER RF Range Extender (1.3GHz Video/900MHz Data)<br>Increase the wireless operating Video/Data range of your Mini-Caliber robot with the Mini-CALIBER RF Range Extender. Mounted on a portable tripod (additional suction cup and magnetic mounts included), an additional transmitter and receiver can be directly connected to the CCU using a 20' (6m) of hardwire tether. Key uses include: extending RF range; ability to have antennae's mounted outside armored vehicles. Includes one CAL-EB3 MINI CCU battery pack. Battery charger not included, as system uses CAL-BC2 Mini CCU Battery Charger included with robot. Note: Available on new MINI-12X CALIBER robots only. | $8,429.00 | $8,429.00 |
| 1.0 | 13895 | 500' Tether Reel kit - Mini RF Range Extender<br>Used in conjunction with the Mini-CALIBER RF Range Extender (P/N: 14096) the 500 ft. (150m) tether reel extension cable allows users to place the MINI-CALIBER video and data antennas 500 ft. (150m) from the CCU. This will increase the users operating distance enabling LOS around corners; increasing range of operations inside buildings/parking garages by placing RF antennas inside a structure. Includes a tripod. Note: must be purchased with P/N: 14096. | $4,475.92 | $4,475.92 |
| 1.0 | 10003 | Mini Claw Kit - 2ND Generation<br>The 2nd generation claw attachment kit includes specially designed tools to augment the capabilities of the Mini-CALIBER® robot. Kit includes: key holder, PTZ camera extension to reach 9' (3m) high, box cutters, clothes cutter, extension poles, tire deflator, finger extension with porcelain tips, cutting hook, utility shears with ceramic blades, Cutabiner®, multiple effectors and hook & line accessories. | $4,930.35 | $4,930.35 |
| 1.0 | 14479 | Mini-CALIBER DVR<br>Portable DVR for Mini-CALIBER Robot. Capture Images & Video from your Mini-CALIBER CCU. HD video recording and picture capture up to 32GB. Onboard 5" (12.7cm) LCD Screen for quick review of recorded images and video. (Available for new Mini-CALIBER robots only. See P/N: 15319 for aftermarket installation) | $875.00 | $875.00 |
| 1.0 | CAL-OP014 | Mini-CALIBER case<br>Mini-CALIBER hardshell transit case wtih custom cut foam and tie downs to secure robot. Note: the transit case only holds the Mini-CALIBER robot. There is a separate hardshell case for the CCU. | $1,778.64 | $1,778.64 |
| 1.0 | CAL-SP2 | Mini Basic Spare Parts Kit<br>Essential items to maintain and repair your Mini-CALIBER® robot | $1,783.53 | $1,783.53 |
| 1.0 | CAL-BC3 | Robot Battery Charger - Mini<br>Spare Mini-CALIBER robot dual battery charger. | $219.89 | $219.89 |
| 1.0 | CAL-TTC-MINI | Mini-CALIBER® ROBOT ONSITE TRAINING at Customer Location<br>Eight (8) hour Operation, Maintenance, and Troubleshooting Course for one or two robots. Includes travel and accommodations for ICOR Technician. Consists of hands-on instruction for up to ten operators, and a classroom presentation for unlimited participants. | $3,396.03 | $3,396.03 |
| 1.0 | S&H | SHIPPING AND HANDLING | $1,000.00 | $1,000.00 |
| | | | TOTAL | $84,371.68 |

ICOR TECHNOLOGY
935 Ages Drive
Ottawa, ON K1G 6L3
CANADA
P: 613.745.3600
F: 613.745.3590
TF: 877.483.7978
www.icortechnology.com
sales@icortechnology.com

# QUOTE

This is a quotation on the goods named, subject to the conditions noted below:
Unless otherwise provided: This quote is in US Dollars; shipping terms are EX WORKS for domestic and international shipments; all prices are exclusive of shipping costs, insurance, custom clearance and any applicable Taxes of any kind; all price quotations are valid for 90 days. Published list prices are subject to change without notice. Due to a policy of continuous product improvement, ICOR reserves the right to change specifications and appearance without notice. Please reference the invoice number on your cheque and remit to ICOR Technology Inc. 935 Ages Drive, Ottawa, Ontario K1G 6L3 Canada. The CALIBER® Robot (including the MK3, T5, Mini, and MK4) contains up to 35% US-source materials and are ITAR export license free and not subject to AECA or EAR regulations. The CALIBER® Robot is a Controlled Good, and requires an Export Permit for international shipping in accordance with the *Export and Import Permits Act (R.S.C., 1985, c. E-19)*. Failure to perform due to the action or inaction of the Government of Canada will be considered Force Majeure, and, ICOR is not responsible for any penalties, fees, liquidated damages, etc. **Some or all of the quoted items are eligible for purchase through GSA's Cooperative Purchasing Program and 1122 Program for State and Local Law Enforcement. Please consult with your purchasing department to determine the optimal purchasing vehicle and notify your ICOR Sales Representative to make any changes necessary. ICOR's GSA Contract Number is: GS-07F-0430V**
**DISCLAIMER REGARDING DISRUPTER MOUNT CONFIGURATIONS:** ICOR Technology is a robot manufacturer and do not make disrupters. The end-user must consult with the disrupter manufacturer for complete instructions on loading, operation, maintenance and firing procedures. ICOR recommends that the end-user takes disrupter training from the manufacture before firing the weapon off of the robot. USE AT OWN RISK. ANY POTENTIAL DAMAGES TO THE ROBOT AS A RESULT OF USING A DISRUPTER ARE NOT COVERED UNDER WARRANTY. AS PER ICOR 'S LIMITED WARRANTY, WARNING AND LIMITATION OF LIABILITY DOCUMENT, ICOR SHALL BE HELD HARMLESS TO ANY LOSS OR INJURY AS RESULT OF USING DISRUPTERS ON THE ROBOT.

***NOTICE OF COVID-19 MANUFACTURING AND SHIPPING DELAY***
*The COVID -19 pandemic has posed unprecedented problems to the worldwide supply chain network, causing delays in the delivery of critical components needed to build CALIBER® robots. ICOR's top priority is to build and deliver robots according to the order acknowledgement's timelines; nevertheless, we cannot be held liable for delays caused by restricted air cargo capacity and overburdened global logistics networks.*

To accept this quotation, sign here and return:

Signature Date

## Additional Available Accessories:

| P/N | DESCRIPTION | $/UNIT |
|---|---|---|
| CAL-OP016 | Quick Release FLIR Camera<br>FLIR Thermal Imaging Camera for the CALIBER® Robot (MK3/T5/Mini); Mounts to the Quick Release PTZ Mast (zoom not available); Wide Field of View (H49° x V39°) with an effective detection range up to 230m (750ft) | $10,984.57 |
| 12627 | MINI Quick Release Color IR Camera<br>Optional Colour / IR (infra red) Camera for the Mini-CALIBER® Robot (CAL-Mini); used in place of zoom camera on claw mount or placed on deck mast. | $1,079.89 |
| 10458 | Claw Auxiliary Camera - Mini<br>Increase your situational awareness while using your manipulator with the addition of the Claw Auxiliary Camera for your Mini-CALIBER®. This ultra-versatile mount has a fully adjustable folding arm that connects a camera to the claw housing. Fully configurable to provide the best viewing angle while using tools from the optional CALIBER® Claw Attachment Kit (PN: 10003).<br>Note: Available for the Mini-CALIBER® only. | $1,583.19 |
| CAL-K4300-12IC | K4300-12 – Tactical-Swat Disrupter Kit<br>This 12 gauge 12 inch barrel disrupter is used for tactical purposes. The barrel is made from titanium and has an ACME threaded muzzle end to accept the standard T3 disrupter smooth bore and rifle bore tips. it can be fired as a 12 inch disrupter with a plastic thread protector on the muzzle end threads. It is not designed to use water as a 12 inch disrupter, but can fire water shots if used with the 3 smooth bore tip.This disrupter uses the standard T3 disrupter breech cap and plug. It can be used in any standard PAN clamp. The muzzle end is larger than a standard PAN muzzle, so an over the barrel PAN laser will not fit. You must use a bore sight laser or a larger over the barrel laser adapter. 4300-12 TACTICAL BARREL (12" TITANIUM) 1 4341 T3 PRO BREECH CAP 1 K4350PL PUSH LOCK BREECH PLUG-Assembled 1 7100 SHELL EXTRACTOR 1 7280 WATER BOTTLE 1 K3095T RED AND BLACK PUGS (15 EA) 1 4330 T3 THREAD PROTECTOR 1 2001 SEATING TOOL 1 7110 FIRING PIN TOOL 1 7250PL 7/16 NUT DRIVER 1 K3010PL PUSH LOCK BREECH PARTS KITContains: (4)Push Lock Y Fittings; (2)Push Lock Couplings; (2)Firing Pins;(3)Springs; (1)Push Lock Fitting 1 2045 GUN BORE CLEANING KIT 1 3130 WD-40 1 K3150 ROBOT DISRUPTER SLEEVE (W/GREN LASERS) with Mini-CALIBER mount 1 3153 8' PARACORD LANYARD 1.<br><br>*Note: This product requires p/n: 10001 Mini Arm Picatinny Rail Assembly to attach mount to robot arm.<br><br>**Note: Initiation system required. There are various options available for initiation. Typically, CAL-OP001 or CAL-OP002 or 1680 Remote Firing Device are purchased with this system. For dynamic breaching or missions where instantaneous initiation is required, low voltage pyrotechnic initiators can be used. Contact your ICOR Representative for further information. | $5,091.60 |
| 10002 | K3150 Robot Disrupter Sleeve<br>The Ideal Products Inc Robot Disrupter Sleeve kit allows for the integration of a 12in Tactical, 18in T3 or 24in PAN disrupter onto a Mini-CALIBER® robot or tripod stand. Allows the disrupter to dislodge upon firing to reduce recoil on robot. Mounts on a Picatinny rail. Comes equipped with two self-powered dot green lasers used for aiming. *Note Requires ICOR p/n: 10001 - MINI arm Picatinny Rail Assembly, for Mini-CALIBER robot operation. Shipped in a cardboard box, includes laser adjusting tool. (For Mini Only; Disrupter not included)<br><br>**Note: Initiation system required. There are various options available for initiation. Typically, CAL-OP001 or CAL-OP002 or 1680 Remote Firing Device are purchased with this option, or low voltage pyrotechnic initiators can be used. Contact your ICOR Representative for further information. | $3,225.01 |

# QUOTE

| | | |
|---|---|---|
| 10001 | MINI arm Picatinny Rail Assembly<br>Includes a clamp and Picatinny rail base plate which can be permanently attached to the Mini-CALIBER® arm with a quick disconnect Picatinny clamp extension assembly. Instruction manual and mounting hardware included. Packaged in a cardboard box. For use with P/N 10002 - K3150 Robot Disruper Sleeve. | $400.68 |
| CAL-OP001 | Firing Circuit<br>24V DC Firing Circuit for Mini-CALIBER® Robot | $1,192.28 |
| CAL-OP002 | Firing Circuit AND Shock Tube Initiator<br>24V DC Firing Circuit AND Single Channel Shock Tube Initiator with mounting bracket for Mini-CALIBER® Robot | $2,560.46 |
| CAL-125RC | 12.5MM RC DISRUPTOR MOUNT<br>Disruptor Mount w/ 24V DC Firing Circuit for Mini-CALIBER® Robot - includes Camera and Green Lasers for sighting. The mount integrates with Proparms RC 12.5mm, AB Precision Needle Plus, and Ideal Products .357 Magnum Note: the disrupter is not included | $2,815.00 |
| CAL-EB2 | 24V DC Battery Pack - Mini<br>Spare/Replacement 24V DC Battery Pack for Mini-CALIBER® Robot Includes: 2x 12.8V / 9.6 AH LiFePO4 Replacement battery for use with the Mini-CALIBER® Robot (note: The Mini-CALIBER® uses 2 LiFePO4 batteries for 24V operation) | $708.52 |
| CAL-EB3 | CCU Battery - Mini<br>Spare/Replacement 11.1V / 7.8Ah Li-Ion for use with the Mini-CALIBER® CCU | $185.68 |
| CAL-BC2 | CCU Battery Charger - Mini<br>Spare Mini-CALIBER CCU battery charger with re-calibration function. | $337.16 |
| 14058 | MINI Portable Handheld Screen (COFDM)<br>The Mini-CALIBER®'s Portable Handheld Screen is ideal for SWAT entry teams that want to see what the robot operator is viewing on the CCU screen. HDMI output. Available for Mini-CALIBER with Digital RF System Only | $6,738.31 |
| 10478 | Extended Warranty - Mini<br>CALIBER® Robot Extended Warranty. Add an additional year (3rd Year) to the standard 2 year warranty. (Available for Mini-CALIBER) | $5,941.83 |
| 14886 | Mini DRACO - Gas Delivery System<br>The Mini DRACO (DM-0001-DFS6) Two shot, air assisted gas delivery system for the Mini-CALIBER robot. It enables you to deliver gas remotely using any compatible Tri-Chamber Flameless Grenade fitted with the Command Initiated Adapter and Thermo Tube (CS, OC, and SAF-SMOKE™ only - FLAMELESS GRENADES NOT INCLUDED)<br><br>Complete system includes the following:<br>1 - Machined aluminum two shot tube with fan<br>1 - DFS-6 remote - six shot wireless firing system (1200ft range), with controller, two Milwaukee M-12 batteries with Milwaukee rapid charger<br>1 – M-12 fan power cord<br>2 – QR machined mounting system - tube to arm of the robot<br>1 - Remote firing system mounting plate – mounts to rear of ICOR Mini Robot<br>1 - Tool kit to maintain robot and firing system.<br>1 - SKB HD protective storage hard case, with wide rolling wheels - complete system is stowed and shipped in case. | $12,000.00 |

# CITY OF TYLER
# CITY COUNCIL COMMUNICATION

**Agenda Number.** C-A-5

**Date:** January 8, 2025

**Subject:** Request that the City Council consider authorizing the City Manager to sign a Union Pacific Rail Road permit associated with the Greenbriar Force Main Sliplining Project and issue payment for $4,000 for the permit.

**Item Reference:**

On December 11, 2024, the City Council approved a CIP construction contract with Insituform for the Greenbriar Force Main Sliplining Project. This project will soon enter construction, and the attached Railroad Permit is a necessary step for the project and the temporary bypass piping alignment that will cross the railroad tracks at a bridge crossing.

**RECOMMENDATION:**

**Recommend that the City Council authorize the City Manager to execute a Union Pacific Railroad permit associated with the Greenbriar Force Main Sliplining Project and issue payment for $4,000.**

**Attachments:**
0799029 City of Tyler Temporary Pipeline (Rev1)

**Drafted/Recommended By:**
**Department Leader** Jacob Yanker, Utilities Project Engineer/ Kate Dietz, PE, Director of Utilities

**Edited/Submitted By:**
**City Manager**

November 13, 2024
Project: 0799029

CITY OF TYLER

RE: Proposed Construction of 1,365 Feet Of 18 Inch Temporary Bypass Pipeline To Be In Place During Pipeline Maintenance Pipeline Encroachment Only Between Mile Posts 552.23 and 552.52 on the Corsicana Subdivision at or near Tyler, Smith County, Texas.

Attached is an original of the agreement covering your use of the Railroad Company's right of way. **Review and return the partially executed agreement via email.**

Payment, **with Project No. 0799029 referenced,** in the amount of **Four Thousand ($4,000.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. If you require formal billing, you may consider this letter as a formal bill. In compliance with the Internal Revenue Service's new policy regarding their Form 1099, I certify that 946001323 is this Corporation's correct Federal Taxpayer Identification Number.

**Send Electronic Payments to:**
Name: Bank of America, Dallas, TX
Union Pacific Account = 3752021457
- ACH Routing Number = 1110-0001-2
- Wire Routing Number = 026009593

**Mail Checks to:**
Union Pacific Railroad Company
12567 Collection Center Drive
Chicago, IL 60693
- **CHECKS ONLY – NO AGREEMENTS**

**UP does not currently offer a credit card option for these payments.**

Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If we have not received the executed document within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

After final approval and processing, the fully-executed agreement will be returned to you via email with instructions for coordinating your work. In no event should you begin work until you have received your counterpart of the fully-executed agreement.

If you have any questions, please contact me at cobenson@up.com.

Sincerely,

Craig O Benson
*Sr Mgr Real Estate*

# TEMPORARY LONGITUDINAL PIPELINE AGREEMENT

Between Mile Posts 552.23 and 552.52, Corsicana Subdivision
Location: Tyler, Smith County, Texas

**THIS AGREEMENT ("Agreement")** is made and entered into as of November 13, 2024, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF TYLER**, Texas Municipal Corporation to be addressed at 511 W Locust St, Tyler, Texas 75702 ("Licensee").

**IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**Article 1. LICENSOR GRANTS RIGHT.**

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate 1,365 feet of 18 inch temporary bypass pipeline to be in place during pipeline maintenance only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Tyler, Smith County, State of Texas ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated November 6, 2024, attached hereto as **Exhibit A** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for 1,365 feet of 18 inch temporary bypass pipeline to be in place during pipeline maintenance, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

**Article 2. LICENSE FEE.**

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of Four Thousand Dollars ($4,000.00).

**Article 3. TERM.**

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect for twelve (12) months or until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

**Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.**

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

**Article 5. INSURANCE.**

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

**Article 6. DEFINITION OF LICENSEE.**

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

**Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.**

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

**Article 8. WAIVER OF BREACH.**

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

**Article 9. ASSIGNMENT.**

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B.**

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

**Article 10. SEVERABILITY.**

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

**Article 11. NOTICES.**

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Project No. 0799029)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: CITY OF TYLER
511 W Locust St
Tyler, Texas 75702

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first herein written.

| **UNION PACIFIC RAILROAD COMPANY** | **CITY OF TYLER** |
|---|---|
| By: _____ | By: _____ |
| Craig O Benson<br>*Sr Mgr Real Estate* | Name Printed: Edward Broussard |
| | Title: City Manager |


TEMPORARY BY PASS ALIGNMENT
1965 OF UP R/W OCCUPATION
MP: 552.52
ES: 1064+03 ±
100'
N°5
Acres From H.H Beckham
LIFT STATION SITE
INSERT NEW 14" CARRIER
INTO EXISTING 18" CARRIER
PROJECT S010027 FOLDER 1466-40
AUDIT 0269666
MP: 552.24
ES: 7053+00 ±
100' R.O.W. From Hattie Porter Aud
N°4
15", 18", 24"
Sewer Pipelines
SPUR 165 RD
N
LEGEND:
PIPELINE ENCROACHMENT
PIPELINE CROSSING
UPRRCO. R/W OUTLINED
CADD FILENAME
0799029.dgn
SCAN FILENAME
X
NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.
EXHIBIT "A"
UNION PACIFIC RAILROAD COMPANY
TYLER, SMITH COUNTY, TX
M.P. 552.23 to 552.52 - CORSICANA SUB
MAP SSW V-7 / 2
SCALE: 1" = 100'
OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 11/6/2024
JDB FILE: 0799029

# EXHIBIT B

## GENERAL TERMS AND CONDITIONS

**Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.**

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

**Section 2. ENGINEERING REQUIREMENTS; PERMITS.**

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

**Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.**

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written

authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

**Section 4. FLAGGING.**

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

**Section 5. SAFETY.**

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

Union Pacific Current Safety Requirements

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B.**

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

**Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall complete the required form at up.com/CBUD to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

**Section 7. LICENSEE'S PAYMENT OF EXPENSES.**

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

**Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.**

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

**Section 9. RESTORATION OF RAILROAD PROPERTY.**

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost

and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

**Section 10. INDEMNITY.**

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.

2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.

3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;

2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;

3. Removal of person(s) from Railroad Property;

4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;

5. Right(s) or interest(s) granted pursuant to this Agreement;

6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;

7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and

8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

**Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.**

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at this link for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been

restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B)**, accrued or otherwise, which may have arisen prior to such termination.

# EXHIBIT C

## INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance**. Commercial general liability (CGL) with a limit of not less than $2,000,000 each occurrence and an aggregate limit of not less than $4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

**B.** **Business Automobile Coverage Insurance**. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less $2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance**. Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance**. Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least $2,000,000 per loss, with an annual aggregate of at least $4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage

will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance**. Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance**. If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

**Other Requirements**

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.

# CITY OF TYLER
# CITY COUNCIL COMMUNICATION

**Agenda Number.** C-A-6

**Date:** January 8, 2025

**Subject:** Request that the City Council consider authorizing the City Manager to execute a reconciliation change order that will decrease the contract amount by $9,554.00 and the release of final retainage payment in the amount of $60,657.82 to Paragon Construction & Associates for the construction of the Service Center Remodel Project.

**Item Reference:** **City Council Agenda M-2, 12/13/23**

The current state of the Service Center infrastructure was outdated and no longer conducive to meeting the evolving needs of our staff and community. A remodel was necessary to modernize the facility, ensuring it aligns with current building codes and provides adequate office space for the City's growing staff. The remodel provided additional office spaces, conference rooms, and a break room. It also rehabilitated the restrooms. Existing asbestos material in the flooring throughout the hallways and offices was removed prior to construction.

The Tyler Water Utilities Service Center Remodel project was publicly advertised, and bids were opened and read aloud on October 24, 2023. Five bids were received. The lowest responsible bidder was Paragon Construction for $616,132.00.

The initial project cost was $616,132.00. The project has been completed at $606,578.00, with a total cost savings of $9,554.00(1.55%).

This project was funded utilizing CIP funds.

**RECOMMENDATION:**

**It is recommended that the City Council consider authorizing the City Manager to execute a reconciliation change order that will decrease the contract amount by $9,554.00 and the release of final retainage payment in the amount of $60,657.82 to Paragon Construction & Associates for the construction of the Service Center Remodel Project.**

**Attachments:**
Reconciliation Change Order

**Drafted/Recommended By:**
**Department Leader** Nikki Ingram, Project Engineer/Kate Dietz, P.E., Director of Utilties

**Edited/Submitted By:**
**City Manager**

DRAFT

# AIA® Document G701® – 2017

## *Change Order*

| PROJECT: *(Name and address)* | CONTRACT INFORMATION: | CHANGE ORDER INFORMATION: |
|---|---|---|
| COT Water Expansion<br>2300 WNW Loop 323<br>Tyler, TX 75702 | Contract For: General Construction<br>Date: January 1st, 2025 | Change Order Number: 001<br>Date: December 13th, 2024 |
| OWNER: *(Name and address)* | ARCHITECT: *(Name and address)* | CONTRACTOR: *(Name and address)* |
| City of Tyler Water Utilities<br>511 W Locust<br>Tyler, TX 75702 | Jennings Architects, LLC<br>305 S Broadway Ave, Suite 900<br>Tyler, TX 75702 | Paragon Construction & Associates<br>PO Box 131388<br>Tyler, TX 75713 |

THE CONTRACT IS CHANGED AS FOLLOWS:
*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

| | | |
|---|---|---|
| The original Contract Sum was | $ | 616,132.00 |
| The net change by previously authorized Change Orders | $ | 0.00 |
| The Contract Sum prior to this Change Order was | $ | 616,132.00 |
| The Contract Sum will be decreased by this Change Order in the amount of | $ | 9,554.00 |
| The new Contract Sum including this Change Order will be | $ | 606,578.00 |

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be Unchanged

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

| Jennings Architects | Paragon Construction & Associates | City of Tyler Water Utilities |
|---|---|---|
| ARCHITECT *(Firm name)* | CONTRACTOR *(Firm name)* | OWNER *(Firm name)* |
| | | |
| SIGNATURE | SIGNATURE | SIGNATURE |
| Jason Jennings, Principle Architect | Donald Coe, President | Kate Dietz, Director of Utilities |
| PRINTED NAME AND TITLE | PRINTED NAME AND TITLE | PRINTED NAME AND TITLE |
| | | |
| DATE | DATE | DATE |

AIA Document G701 – 2017. Copyright © 1979, 1987, 2000 , 2001 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 15:32:33 ET on 12/13/2024 under Order No.3104240154 which expires on 01/09/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA34)

# CITY OF TYLER
# CITY COUNCIL COMMUNICATION

**Agenda Number.** C-A-7

**Date:** January 8, 2025

**Subject:** Request that the City Council consider authorizing the City Manager to extend the contract for court fines and fees collection services with Perdue, Brandon, Fielder, Collins & Mott, LLP (Perdue) through December 31, 2025.

**Item Reference:**

In 2018, the Municipal Court published a notice to bidders for delinquent fines and fees collection services, bid 18-070. Upon completion of the process the City Council authorized the Mayor to enter into a collection service agreement for delinquent accounts on behalf of the Municipal Court with Perdue on December 12, 2018 (O-1) to commence January 1, 2019, and continue until December 21, 2020. The automatic renewal will terminate December 31, 2024. The Municipal Court is requesting to extend the contract through December 31, 2025.

**RECOMMENDATION:**

**Request that the City Council consider authorizing the City Manager to extend the contract for court fines and fees collection services with Perdue, Brandon, Fielder, Collins & Mott, LLP (Perdue) through December 31, 2025.**

**Attachments:**
City of Tyler - Perdue Contract Amendment - Extension 2024

**Drafted/Recommended By:**
**Department Leader** Nicole Johnson, Court Administrator

**Edited/Submitted By:**
**City Manager**

**AMENDMENT TO CONTRACT FOR TYLER MUNICIPAL COURT FINES AND FEES COLLECTION SERVICES**

**STATE OF TEXAS** §
§
**COUNTY OF SMITH** §

THIS AMENDMENT, is made and entered into effective January 1, 2025, by and between the **City of Tyler, Texas**, hereinafter referred to as the "City" and **Perdue Brandon Fielder Collins & Mott, L.L.P.,** hereinafter referred to as "Perdue", each of which may be referred to in the singular as "Party" or in the plural as "Parties.

**RECITALS**

WHEREAS, the City and Perdue entered into a contract effective January 1, 2019 for the Tyler Municipal Court fines and fee collections services that expires on December 31, 2024 ("Contract");

WHEREAS, the Parties now wish to amend the Contract to change the expiration date of the Agreement;

NOW, THEREFORE, in consideration of the covenants, conditions and agreements hereinafter set forth, the adequacy of which is hereby acknowledged, the City and Perdue agree as follows:

1. The Parties agree that the term of the Contract is extended until December 31, 2025, and continues thereafter on a month to month basis until terminated by either Party by giving the other party thirty (30) days written notice of their desire and intention to terminate this Contract. Upon termination Perdue shall have an additional six (6) months to complete work on all delinquent accounts referred from the City prior to the notice of termination and will be entitled to compensation on such accounts if collected.

This Amendment is executed on behalf of the City by an officer of its governing body who is authorized to execute this instrument. This Amendment may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles or electronically signed Amendments executed on behalf of the City by the officer of its governing body authorized to execute this instrument shall be binding and enforceable.

WITNESS the signature of all parties hereto this _____ day of _____, 2024.

**CITY OF TYLER, TEXAS**

By: _____

**PERDUE BRANDON FIELDER COLLINS & MOTT, L.L.P.**

By: _____
Patrick K. Woods
Partner