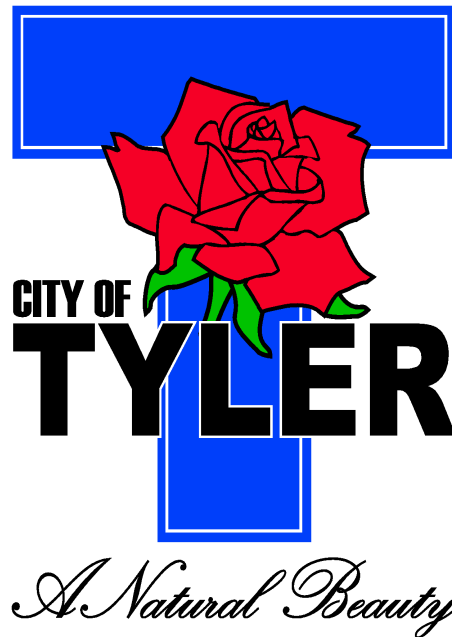


CITY COUNCIL AGENDA

Wednesday, April 24, 2024

9:00 am



CITY COUNCIL

Donald P. Warren, Mayor

Stuart Hene, District 1

Broderick McGee, 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, April 24, 2024

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, obtain a speaker card from the receptionist's desk outside the Council Chambers, complete the information requested on the card, and deliver to the City Clerk before the meeting or as soon as you can. 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 regular meeting of the City Council of the City of Tyler, Texas held on March 27, 2024.

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 70 years of service with the City of Tyler.

Billy Yates, Assistant Police Chief, 25 years of service
Shawn Wilson, Fire Battalion Chief I, 25 years of service
Heather Nick, Assistant City Manager, 20 years of service

PRESENTATION

- P-1** Request that the City Council consider receiving an updated presentation on the progress of the Consent Decree Program for Tyler Water Utilities.

ZONING

- Z-1** C24-001 NATURON PROPERTIES LLC (UNIMPROVED RIGHTS-OF-WAY OF NATURON DRIVE AND NATURON COURT)
Request that the City Council consider adoption of an Ordinance approving the closure of the unimproved rights-of-way of Naturon Drive and Naturon Court.
- Z-2** Z24-009 GOFF ZACAHRIAH (1004 WEST FIELDS STREET)
Request that the City Council consider adoption of an Ordinance approving a zone change from “C-1”, Light Commercial District to “R-1D”, Single-Family Attached/detached Residential District.

- Z-3** Z24-008 MULDER DOUGLAS (1005 SOUTH SOUTHEAST LOOP 323)
Request that the City Council consider adoption of an Ordinance approving a zone change from “C-2”, General Commercial District to “R-MF”, Multi-Family Residential District.
- Z-4** Z24-010 BARBER ROBERT IRREVOCABLE TRUST (3819 OLD CHANDLER ROAD)
Request that the City Council consider adoption of an Ordinance approving a zone change from “R-1A”, Single-Family Residential District to “C-1”, Light Commercial District.
- Z-5** Z24-006 VALDES JOSE LUIS JR (829 LINDSEY LANE)
Request that the City Council consider adoption of an Ordinance approving a zone change from “C-1”, Light Commercial District to “PMXD-1”, Planned Mixed-Use District with final site narrative.
- Z-6** Z24-007 KIRBY REX (901 NORTH HARRIS AVENUE)
Request that the City Council consider adoption of an Ordinance approving a zone change from “C-1”, Light Commercial District to “DBAC”, Downtown Business, Arts and Culture District.

RESOLUTION

- R-1** Request that the City Council consider the adoption of a Resolution of Support for an affordable housing project proposal for Trailside Estates (15577 County Road 164/Mahar Road).

ORDINANCE

- O-1** Request that the City Council consider adopting an Ordinance amending Tyler City Code Chapter 19, Articles VIII, IX, and X, in order to update quantifiable goals for water usage and water utility data as reported in the City’s 5-year Update to the Water Conservation and Emergency Demand Management Plan, as required by the Texas Commission on Environmental Quality and the Texas Water Development Board.
- O-2** Request that the City Council consider adoption of an Ordinance amending Tyler City Code Chapter 12 to adjust land rental rates at Tyler Pounds Regional Airport.

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 execute the first 5-year hanger/operator lease renewal option with Ron Farish, President of RFN, L.P., for Tract 8, located at Tyler Pounds Regional Airport.
- C-A-2** Request that the City Council consider authorizing the City Manager to approve funds for a Personal Services Contract with Charles H. Samson, III, for design and project management of City of Tyler capital improvement projects in the amount of \$50,000.

- C-A-3** Request that the City Council consider authorizing the City Manager to execute Change Order No. 1 for the Capital Improvement Project (CIP) drainage construction contract with Platinum Paving, LLC for the Off-System (Non-TxDOT) Crossing 01 project, Bid No. 23-046, increasing the contract amount from \$1,007,004.19 to \$1,234,542.48, funding the \$227,538.29 (22.6%) increase with Stormwater Capital Outlay Budget funds.
- C-A-4** Request that the City Council consider authorizing the City Manager to execute an easement to Oncor for the new power service to the Westside Wastewater Treatment Plant Administration Building.
- C-A-5** Request that the City Council consider authorizing the City Manager to execute a Commercial Airline Permit between American Airlines, Inc., and Tyler Pounds Regional Airport.
- C-A-6** Request that the City Council consider authorizing the City Manager to purchase three (3) A-60 mowers for the Parks Department to replace units 15507 and 15512, from Kinloch Equipment through Buyboard contract #706-23 for a total purchase cost of \$169,650.00.
- C-A-7** Request that the City Council consider authorizing the City Manager to execute an interlocal agreement between the City of Tyler and the Smith County 9-1-1 Emergency Services Communications District (SC911) for the provision of server storage located in an adequately maintained, accessible, and secure location located at 205 Shelly Dr., Tyler, Texas for no cost to the City for fifteen (15) years and renewable for two additional terms of five (5) years each.
- C-A-8** Request that the City Council consider authorizing the City Manager to ratify the signed product proposal with Granicus to customize the City of Tyler's website address lookup widget.

CITY MANAGER'S REPORT

ADJOURNMENT

**MINUTES OF THE REGULAR CALLED MEETING OF
THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS
March 27, 2024**

A regular called meeting of the City Council of the City of Tyler, Texas, was held Wednesday, March 27, 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:	Brad Curtis
Councilmembers:	Stuart Hene
	Shirley McKellar
	Broderick McGee
	James Wynne
	Lloyd Nichols
City Manager:	Edward Broussard
Deputy City Manager:	Stephanie Franklin
City Attorney:	Deborah G. Pullum
Deputy City Attorney:	Steve Kean
Senior Asst. City Attorney:	Alesha Buckner
Director of Organizational Development:	Regina Y. Moss
Planning Director:	Kyle Kingma
Chief Financial Officer:	Keidric Trimble
City Fire Chief:	David Coble
City Librarian:	Ashley Taylor
Police Chief:	Jimmy Toler
City Engineer:	Darin Jennings
Director of Utilities:	Kate Dietz
Director of Parks & Recreation:	Leanne Robinette
Recreation Manager:	Kandice Johnson
Manager, Wastewater Treatment Systems:	Mike Norris
City Clerk:	Cassandra Brager

INVOCATION

The Invocation was given by Mayor Pro Tem Curtis.

MINUTES

Request that the City Council consider approving the minutes of the regular meeting of the City Council of the City of Tyler, Texas held on February 14, 2024.

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

AWARDS

A-1 Request that the City Council recognize the following Infants at Work participant for her program participation. She represents four months of service with the City of Tyler.

Cassidy Ingram, Infants at Work - Water Utilities, four months

March 27, 2024

- A-2 Request that the City Council recognize the following employees for their years of service and commitment to the City of Tyler. They represent 45 years of service with the City of Tyler.**

**Heather Nick, Assistant City Manager, 20 years of service
Shawn Wilson, Fire Battalion Chief I, 25 years of service**

PRESENTATION

- P-1 Request that the City Council consider hearing a presentation and approving the Comprehensive Annual Financial Report for the fiscal year ending on September 30, 2023, as presented by Gollob Morgan Peddy.**

Kevin Cashion, Gollob Morgan Peddy- Gave a brief presentation concerning the Comprehensive Annual Financial Report for the fiscal year ending on September 30, 2023.

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

ZONING

- Z-1 PD24-004 BPI INC (3301 GOLDEN ROAD)
Request that the City Council consider adoption of an Ordinance approving a zone change from “PMXD-1”, Planned Mixed-Use District to “PCD”, Planned Commercial Development District with a site narrative. (O-2024-30)**

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

- Z-2 S24-003 JARVIS HOLDINGS LLC (3509 AND 3607 SOUTH SOUTHWEST LOOP 323)
Request that the City Council consider adoption of an Ordinance approving a Special Use Permit to allow for an outdoor archery range. (O-2024-31)**

Motion by Councilmember Nichols; seconded by Mayor Pro Tem Curtis; motion carried 7 - 0 & approved as presented.

- Z-3 S24-001 HOLLY TREE PROPERTIES (3035 FAIRLAWN DRIVE)
Request that the City Council consider adoption of an Ordinance approving a Special Use Permit to allow for an at-home day care with up to six children. (O-2024-32)**

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

March 27, 2024

- Z-4 Z24-002 WESLEY MARYION (1219 LOLLAR STREET)**
Request that the City Council consider adoption of an Ordinance approving a zone change from “R-MF”, Multi-Family Residential District to “R-1B”, Single-Family Residential District. (O-2024-33)
- Motion by Councilmember McGee; seconded by Mayor Pro Tem Curtis; motion carried 7 - 0 & approved as presented.
- Z-5 Z24-004 JOHN WALTZ (1822 FERDELL STREET)**
Request that the City Council consider adoption of an Ordinance approving a zone change from “R-1B”, Single-Family Residential District to “R-1D”, Single-Family Detached and Attached Residential District. (O-2024-34)
- Motion by Councilmember Wynne; seconded by Councilmember McGee; motion carried 7 - 0 & approved as presented.
- Z-6 PD23-026 RAINWATER DAVID (2268 AND 2278 SUNNYBROOK DRIVE AND 1210, 1212, AND 1214 WEST 10TH STREET)**
Request that the City Council consider adoption of an Ordinance approving a zone change from “R-1A”, Single-Family Residential District to “PUR”, Planned Unit Residential District with a final site plan. (O-2024-35)
- Motion by Councilmember McGee; seconded by Councilmember McKellar; motion carried 7 - 0 & approved as presented.
- Z-7 Z24-005 SRPG TROUP LLC (0.36 ACRE PORTION OF 5012 TROUP HIGHWAY)**
Request that the City Council consider adoption of an Ordinance approving a zone change from “R-1A”, Single-Family Residential District to “C-2”, General Commercial District. (O-2024-36)
- Motion by Councilmember Nichols; seconded by Councilmember Wynne; motion carried 7 - 0 & approved as presented.
- Z-8 Z24-003 DRAKE EQUITY PARTNERS, LP (16.15 ACRES OF 2951 WEST GRANDE BOULEVARD)**
Request that the City Council consider adoption of an Ordinance approving a zone change from “AG”, Agricultural District to “C-2”, General Commercial District. (O-2024-37)
- Motion by Mayor Pro Tem Curtis; seconded by Councilmember McKellar; motion carried 7 - 0 & approved as presented.

ORDINANCE

March 27, 2024

- O-1 Request that the City Council consider adopting an Ordinance amending Tyler City Code Chapter 8 relating to Glass Recreation membership fees. (O-2024-38)**

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

- O-2 Request that the City Council consider the adoption of an Ordinance amending Tyler City Code Chapter 8 relating to the "Field Light Usage" fee schedule. (O-2024-39)**

John Greenslade, Rose Capital East, 3400 Woodbine Blvd – Was in attendance to listen concerning the amendments to the fee schedule.

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

- O-3 Request that the City Council consider the adoption of an Ordinance amending the Fiscal Year 2023-2024 Budget to provide funding to complete the Keep Tyler Beautiful Lindsey Park Improvement Project. (O-2024-40)**

Motion by Councilmember McGee; seconded by Mayor Pro Tem Curtis; motion carried 7 - 0 & approved as presented.

MISCELLANEOUS

- M-1 Request that the City Council consider authorizing the City Manager to award Bid No. 24-008 for the Lella Memorial to Smith Builders & Developers to furnish all necessary materials, equipment, superintendence, and labor in an amount not to exceed \$74,900.**

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

- M-2 Request that the City Council consider authorizing the City Manager to execute a professional services contract in the amount of \$10,939,680.00, with Garver, for the Westside Wastewater Treatment Plant Rehabilitation Project, which will include a Preliminary Design Report for all design phases and final design, bidding, and construction oversight for both Phase 1 improvements and an expedited sludge lagoon rehabilitation, and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt. (R-2024-18)**

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

- M-3 Request that the City Council consider authorizing the City Manager to execute a professional services contract in the amount of \$120,000.00, with HDR, Inc., for the Lake Palestine Water Treatment Plant Taste and Odor Study project.**

March 27, 2024

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

- M-4 Request that the City Council consider authorizing the City Manager to execute an Engineering Services Contract, in an amount not to exceed \$535,000, with KSA Engineers, Inc. for the Consent Decree Capacity Work Group 3 Alignment Analysis.**

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

- M-5 Request that the City Council consider authorizing the City Manager to execute an Engineering Services Contract Addendum 2, in an amount not to exceed \$60,700 with KSA Engineers, Inc. for the Consent Decree Group 5 Remedial Measures Implementation Addendum 2.**

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

- M-6 Request that the City Council consider authorizing the City Manager to execute an engineering agreement in the amount of \$1,811,346.00 with Halff for the design and construction phase services for the Upper Pressure Plane Elevated Storage Tank and Transmission Main project and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt. (R-2024-19)**

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

- M-7 Request that the City Council consider authorizing the City Manager to execute an engineering agreement in the amount of \$285,000 with Elledge Engineering for the design and construction phase services for the 2024 Water Main Improvements (2-Inch Replacement) project and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt. (R-2024-20)**

Motion by Councilmember Wynne; seconded by Councilmember Nichols; 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 authorizing the City Manager to abandon a sanitary sewer easement across the UT Health Medical Building, NCB 679-F.**
- C-A-2 Request that the City Council consider authorizing the City Manager to execute Contract Amendment No. 2 with KSA Engineers, Inc. for additional construction services associated with the construction of improvements that exceed the construction contract time stipulated in the previous contract amendment for the Southside**

March 27, 2024

Wastewater Treatment Plant Chlorination/Dechlorination Improvements project in the amount of \$49,000.00.

- C-A-3 Request that the City Council consider authorizing the City Manager to declare the designated vehicles from Vehicle Services, Water Treatment, and Police Department as surplus and ready to be auctioned.**
- C-A-4 Request that the City Council consider authorizing the City Manager to purchase a backhoe to replace unit 15402 for Street Department and 15459 for Waste Collection from Doggett through Sourcewell Contract 032119-JDC for a total purchase cost of \$262,148.38.**
- C-A-5 Request that the City Council consider authorizing the City Manager to ratify an expenditure in the amount of \$77,005.87 to JWC Environmental Inc. for the repairs to the Westside Wastewater Treatment Plant influent fine screen.**
- C-A-6 Request that the City Council consider authorizing the City Manager to ratify staff action for adoption of the Operations and Maintenance Plan and maintenance easement for the Rosewood Senior Villas detention pond located at 2929 Calloway Road.**
- C-A-7 Request that the City Council consider authorizing the City Manager to declare certain City of Tyler TV 3 studio equipment as surplus and ready to be auctioned.**
- C-A-8 Request that the City Council consider authorizing the City Manager to execute the replat of Lot 3-A in the Southpoint No. 1 Subdivision at Lake Tyler.**

Kate Dietz, Director of Utilities – Stated that all of this would probably be explained during the process of the Mayor calling citizens up to speak. This is just a replat that was requested of my office to look at potential replat of the 378 MSL line and that's at Lake Tyler. That's the line, the shoreline that's along. So, it's just a property line replat. There was a space up near the road between these two properties previously. There was a dispute between the two parties, the two lessees, about where that fence should go because there was a gap between the two of them. One of them wasn't happy with the placement of the fence. And so, I thought that this replat could potentially resolve that issue. Because we'd have clear delineation whose property went to where. And so that's why, the replat was presented to you.

Natalie Osborne. 17790 South Point Road in White House, TX 75791. Thank you for letting me speak today. I did bring some things if you have any questions. Sorry. I'm a little bit nervous. I had put some notes in my phone and, of course, my phone died. So anyway, we're going to wing it. Is that okay? So, I know, Ms. Deitz kind of explained why we decided to replat. We purchased the property, two and a half years ago. And, we received the plat whenever we purchased it. It was from 1999. Honestly, we didn't look much to the plat. We just received it and that was it. Anyway, the plat was brought to our attention, and so we wanted to have the City look at it. So, we set a meeting with Mrs. Dietz and Mr. Hassell and went over that 1999 plat. Well, we all realized that there was a lot of extensive work done to that property by the previous owners, not us, that would probably change the trajectory of the

March 27, 2024

lot itself because of the way the lake works and that cove and everything. And so, they actually suggested to me that I have a surveyor resurvey it, so we could see what was going on. The previous owner actually put in a seawall and backfilled a whole lot of dirt from that seawall. I had emailed her and asked what all she had done, and I've got that printed for you all. But she explained that she had put a lot of dirt back there and raised the property and all this stuff. So therefore, it makes sense to look at the resurvey, so we did. And it was resurveyed and sure enough, it was different. And so the surveyor presented that to Mrs. Dietz and she approved it. And we really felt like it would do 2 things. (1) this property is just really strange. We actually live in a boathouse. We don't have a house on the property and by making this plat current it will actually benefit the Southpoint Subdivision because it will give us some room to or somebody some room to possibly build a home on that property. And if it's not re-platted, that possibility is probably not there. And then the other thing that it will do is, Ms. Dietz mentioned that there is just a weird gap that none of us knew what it was on the 1999 plat. It's a plat and it shows the gap is so little, you can't even hardly see it. So we were really not even aware of it. But once we started looking at it, no one knew what it was. And we tried to get explanation of what it was, by talking with, Lake Authority and by talking with Mrs. Dietz. And it was explained to us that nobody really understood what that gap was, but there was, evidence of there being a drainage area there at one time. And so there is communication from the City Council actually back in 1999 that explains that drainage area was there basically our side of the property. And so anyway, that's the reason why we are trying to replat it. So I have some things that you all would like to look at, but I'm here really just for questions because our goal is to get this resolved. We have wonderful neighbors. We have loved being beside them for the last two years and definitely don't want to cause any conflict. It was brought to all of our attention when he decided to put up a fence, and none of us were aware of it.

Nikki Baker-17730 Southpoint, White House, Texas. We've lived at the residence for 12 years.

Hank Baker: I'm probably speaking a little slower, but okay. Alright. First off, good morning again. Hank and Nikki Baker, we're neighbors over there. We have a very good relationship. The issue here, I want to start off with is that on the replat request that came up, and we didn't see this until Friday when the agenda was published. But the replat request has some land that is previously to the City is now allocated towards the applicant and that's where we take issue. We don't understand why that area, which has been a drainage area, would be that way. (Mr. Baker showed a plat on the overhead projector and asked Council to look at it) The highlighted area on the plat was given to us by Joseph Pollard. He actually talked to both of us last Fall and clarified that, yes, there is a gap potentially in there between the two because this is an important drainage area. It's roughly about 15 and a half feet. Okay? If you look next on their replat request, it's a little bit hard to see, but the very top right that's up there, that there is, we see there's no gap that winds up being there. That's where their surveyor has incorporated what we call the City land. This strip of land has been in there between us has incorporated that into theirs. Now Mr. Pollard was asked about if there were any discrepancies earlier when this 1999 plat was done specifically, and he answered to both us and the Osbornes that no. Yeah, there were some internal discussions. The decision didn't work. There were some internal discussions with the City Council at that time about whether that should be included in one part or the other. Obviously, the City

March 27, 2024

Council decided not to, and that's why the plat was approved the way it is. And it's an important drainage area that that we'll wind up showing to you here in just a second. Now a couple of things I want to clarify really quick, some information about how stuff is done on the lake. The lake elevation is 376. The next important concept is an elevation of 378. On the 378 elevations, that's where the City says your land that you own, your legal property is between that 378 up to the road frontage, and then below the 378 is City land, okay, all the way to the lakeshore. Now you're still entitled to use that land, potentially fence that land if you want to. In fact, they still want you to take care of that. Okay? But that is deemed to city land. So, 378 elevation becomes very important from a proper line standpoint, but not from a use standpoint. You can use the property that is below the 378 for your own benefit. You cannot build on it or anything, but you can use it for your benefit as if you owned it. So when we showed this survey request to Mr. Matus, Monday, his first question was, well, why what's the justification for including this city land that previously was not on anybody's plat and now beyond the new re-plat request. So, we're at a loss for that. There's maybe a float that there was a change in the elevation, but at the same time, we're kind of going, why does that even exist? Again, this is an important drainage area in here. And one reason why I think it's really important from a policy standpoint is that now you're talking about this is previously city land. If you allocate it to any one person, then they start to have the rights for this land, including potentially the opportunity to fence this land and encumber them the entire city property. So we have a concern about that. Let me show you just real quick some thoughts about the about the drainage.

Nikki Baker: You can see in Exhibit 3, the proximity of the City land to our land and to our neighbor's land. So the City land is that highlighted brown part. To the immediate left of the City land is our driveway, and to the right, further down is our neighbor's driveway. So you can see why we have such a vested interest in this City area. Even though it's only 15 feet, it's literally in our front yard. We took pictures probably about 10 years ago. The City land we're referring to, this is how it appeared 10 years ago. This overgrown area that you see behind our chain link fence, that's our chain link fence in the overgrown area. Really the drainage there was terrible. It stayed swampy. You can see under our chain link fence, that's basically how it looks on the City land. This is another just closer picture of the same area. Again, that's our chain link fence to the left. The overgrown part is what we're referring to as the City land. The mysterious part that we don't know what to do with it, we had permission at that time with the overgrown area. We started working closely with the lake Authority. At that time, it was James Weaver and Robert Hassell on ways to improve the drainage for our neighbors, for us, and for the City land. Basically, all the water on Southpoint drains down through our front yard and through the City lands. Now, this picture, pardon the children, but this is after a large rain. You can see the amount of water that we're actually talking about. The water coming through this drainage ditch goes through our front yard. The water on the side on the right is the water coming through the City land after we've already cleared the land. You can also see that we had permission from James Weaver from Lake Authority to extend our chain link fence across the City land, this is 10 years ago, and connect to our previous neighbor's, column. This is actually after the chain link fence, we did a major remodel on our home, and part of the remodel was removing the chain link fence.

March 27, 2024

Hank Baker: So, where it comes down to it is if you look at the permitting pipes that are out there, this is where the fencing issues should be. Part of the issue is if you wind up allocating some of the land, then you have pits and issues that are also there.

Mayor Warren: Okay. Thank you. Do you all have any questions for the Bakers?

Councilmember Wynne: Hank, you said you all lived there 12 years and you all have been maintaining this because it is at your front door. So, we appreciate you all taking care of that.

Nikki Baker: Can I say blood, sweat, and tears? Like, we have been maintaining it.

Mayor Warren: -So what questions do we have? I mean...

Hank Baker: I don't I mean, I thought what our recommendation would be is that the City land, I think it's really important from a City policy standpoint is that the City retain the use of this land. There's no reason to allocate this drainage land to any one property owner or the other. And if you wind up allocating to one or the other, then you're starting to take sides by who gets it. And the other aspect would be how you consider abandoning them, which in essence, if you wind up giving the same property to somebody, well, then they have the right to use it again from the road probably all the way down. So, if you want to go there, that's a different discussion. I think the simple thing is that right now, the City just winds up saying our best policy is we need to retain our land. We don't change property owners. You don't get into fencing issues. It's very straightforward if you just keep your land.

Mayor Warren: So, Kate, does the staff have a recommendation on this?

Kate Dietz, Director of Utilities: - I mean the sides that have been presented. We originally recommended the replat. But based on the opposition, really, it doesn't matter one way or another to City staff because this land that we're talking about remains City property between the two leaseholds. So, we still will maintain ownership of that property. So, in all honesty, if you want to reject the replat, that's fine. If you want to go with the replat, that's fine as well. It doesn't really change the City's stance on it.

Mayor Warren: - So you're saying it doesn't matter if we accept the plan or reject the plan, the City is still going to have ownership of that strip?

Kate Dietz, Director of Utilities: - Yes. And we have full control over...

Mayor Warren: - We'll be clear.

Kate Dietz, Director of Utilities: - This strip, okay. One thing to note, though, is this is all the City's property. This is leasehold property. Nobody owns the land. We own the land as a city. So, this 15-foot strip that we're talking about, is just up at the fence line. It's mere square footage. It's not a massive amount of land that we're transferring over.

Mayor Warren: It's not part of the lease right now?

March 27, 2024

Kate Dietz, Director of Utilities - Right now, it is not a part of the lease. Correct.

Natalie Osborne: The leasehold property.

Edward Broussard, City Manager -: It can't be built on?

Kate Dietz, Director of Utilities - No. And even this replat really doesn't help much in building on this piece of property. It's a very difficult, piece of property to build on due to the 100-foot setback that is required.

Deborah Pullum, City Attorney - There are a lot of different interests out there at the lake, including leasehold, City's property and then the different, regulations and requirements that the City has on different pieces of property. That can range depending on where the property is located, how it's located, by the 380-foot line. And so, it can be more of a complicated issue. And that is why we always have a review of what if someone is wanting to do something on a piece of property that is either in the leasehold or in the leasehold that is a part of what City controls more strictly. It has to go through, the Water Department and the Director in order to determine, you know, what they can do, when they can do it, and how they can do it. And specifically on the property that is below 378. And so there are a lot of issues with respect to that. That's what I wanted to say. It's not cut and dry, not truly black and white, but what Kate said is absolutely correct that all of it is City property and the City has the ability to regulate it as it needs to.

Councilmember Wynne: So, Deborah, are you saying that we should possibly table this to further study it, or that it's complicated lake property and it's sometimes a little bit of the Wild West at the lake.

Deborah Pullum, City Attorney: It is complicated, as it stands now. I am not uncomfortable with, the recommendation of the Water Director that as it is now, it could stay because that is fine. If you are considering any changes, which, the replat might do, then I would feel, more comfortable if it was tabled. If you are deciding and thinking that, as it is now, which is the recommendation that Kate has given you, and you reject the replat, it is as it is, and that is fine.

Councilmember Nichols - I think we're having the same conversation that Council had years ago, where they recommended leaving it because we said that it's been before Council before years ago. And they left it because we need to own that drainage, have good access, and no complication. We owned it anyway. So why even cloud it?

Councilmember Wynne- Kate, on this, it's 15 feet. Why would it not be offered to both of the leaseholders? Let lessees since it's right in between them.

Kate Dietz, Director of Utilities - Well, it's not really property that anything can be done with. And all that was like when, really, it was just trying to straighten out a fencing issue. We tend to get involved in a lot of these disputes out of the lake. And so, it was just based on Ms. Osborn coming to me. I was not aware of the opposition from Mr. Baker until just recently.

March 27, 2024

Deborah Pullum, City Attorney-When we talk about offering, obviously, we're looking at a sale of city owned property, but with that out at the lake, it's pure leasing. And so we don't normally look at, you know, offering one or offering the other. Wherever the plat has originally been, that has worked, that's where that lot is. We do get, occasionally requests from the, lease holders to change that, and we usually just look at that change, in focus unless a neighbor comes forth with opposition. That answer?

Mayor Pro Tem Curtis: What's the size of this property again?

Kate Dietz, Director of Utilities - Well, it was the size of the entire property.

Mayor Pro Tem Curtis: No. The area in question.

Kate Dietz, Director of Utilities - Well, it's 15 feet.

Nikki Baker: The area is 15 and a half feet, which the City owns, and we're not even requesting that it be given to us. We think it's in the City's best interest to maintain control of this simply because it is such a drainage issue, for our front yard and for the City. And we planned to live in SouthPoint for the rest of our lives, but we don't know. Perhaps we sold our house. Well, the next people just like Osbornes who bought the property wouldn't know the history of the property, wouldn't know how much work had gone into the drainage, and may end up trying to, I don't know, do something else with the property.

Hank Baker: And I'm going to clarify, so if you look back over here just real quick, so if you see those firming flags that are out there, the one supposed to be the fence is putting a survey put up. One on the right side is the Osborn's property line. One on the left side is ours.

Mayor Pro Tem Curtis: So, it's that gap that we're talking about. That is that gap.

Hank Baker: So the issue this is with the picture within the City, with the lake, you know, which is an important, I said, unique aspect of some of the lake. Like, now it's your time to fence generally from your property corner to the lake. I pass them to the 370. They use their property line or we use our property line, nobody has the right to put a fence around the City land. If anybody is allocated then the property at the road frontage, even though it's a few feet of road frontage, then they have that property owner has a right of use below the 378 line, which would include running the fence down that way. Now Mrs. Dietz has appropriately said she's adamant that will take place, and I fully appreciate her commitment to that aspect, but the custom is that your property court order is allowed to do that. So that's what the change becomes. We don't want anybody to be able to encumber that property into their own.

Mayor Warren - Kate, did you have something to say, then Ms. Osborne you can come back up.

Kate Dietz, Director of Utilities - So just quickly, two points on that. Just because it's custom and it does happen does not mean that it will be allowed to happen. And this property

March 27, 2024

that we've spoken of is very different, than most properties. I'm trying to go back to the plat to show you. Okay. In the picture, it appears that the drainage ditch is going to be allocated to that leasehold, on the right. It is not. You can see on the replat that you have. It's the 15-foot. That whole drainage ditch that belongs to nobody but the City. And it's not in the lease. It's not in the replat. I just want to be clear on that as well. Okay.

Deborah Pullum, City Attorney - We have been through this in some recent litigation where, it's always been the City's position that the leaseholder owns what is on the lease survey boundary is what is on that. And everything else is within the City's control. And primarily, we strictly control what is below the 387.

Mayor Warren - Ms. Osborne, did you have anything else to add? I see you back there with your hand up.

Natalie Osborne - If you looked at the papers, one of my questions is, if you look at the plat, what we're talking about is on our plat. This replat actually has nothing to do with the Bakers' property. The Bakers' property line is very clear of where their property line is. And so everything that we're talking about is not on their side of their property line. And so, I gave you what we got when we closed that showed our property. But I also showed you or, I gave you this, that he also gave you what Matus gave us. And if you'll note, it's marked, Matus highlighted it and put this footage there because I had called him and I said, as far as I know, you're not supposed to have an unplatted area on a plat, and this is on our plat. If you look at his plat, it's not on his plat. The unplatted area is not on the Bakers' plat. It's on our plat. And so I did ask him about that, and he wrote that 15 foot in there. And that was one of my questions with Mrs. Dietz is that, you know, that is a concern because as long as that unplatted area is there, there's always going to be a question about where the property is and who has access to that 378. If you look at the last picture on the Bakers' property, there used to be a chain link fence that divided the two properties. And, I did include an email from Mrs. Medley Urbene that she emailed me and explained to me because, of course, I didn't know the history on the property. So she explained to me that the Bakers had called and asked her if they could take down the fence, because they did do some more work in that area. And then I also showed a picture of what the property looked like when we bought it. That drainage area was still very treed right there. And we had cleaned that up. And I showed a picture of my husband out there cleaning it up as well. So, we've done work out there as well. And, of course, I really appreciate all the work that the Bakers did before we purchased the property. But I know, similarly, we have a neighbor that recently had this property for four years, and he had put a lot of expense into it, putting a tree line of evergreen trees down his property line, he thought. Basically, what happened is that people bought the property next door. They came and surveyed it and found out that it wasn't his property line. Even though he had taken care of that property, put a lot of money into it, they didn't give that property to him. It was still that other person's property. And this is the City's property. Every lake lot, if you look, if you're not familiar with lake property, it can get very confusing. And one of the reasons why it can get confusing is that everybody has 378 property completely around their property. That is like but we have access to that property. And just because I pick up trash and stuff like that on the Bakers' side of the cove, it wouldn't give me the right to go over there and utilize that 378 property that's in their area. And so, you know, like I said, this replat doesn't affect him. It's on the other side of his property line.

March 27, 2024

Mayor Warren: Okay. Thank you. Alright. Thank you all. We're going to make a decision up here. Okay.

Councilmember Wynne: Just a question for you. Should we look at tabling this today so that we can get a better idea of what we're going to potentially do on the replat so that we're not doing what the Council did in 1990 and kind of pushed it down the road? Or are we better off to deny the replat, leave everything as is, and move forward?

Deborah Pullum, City Attorney - If I may, I would, if given that, it sounds like there are complicated issues in terms of interest in what the City's history or what the future needs to be about that piece of property that is drainage, that may take us longer than, tabling it today and bringing it back, within a couple of weeks or a couple of months even. And so, we'd like some time to review it. And, as in terms of status quo right now, that is a reasonable place for it to stay until we look at the issue.

City Manager, Edward Broussard: If I get to the point where, you know, staff time spent on this piece of property, you know, right now, the status quo of it is, you know, for staff and this is where Kate kind of came up and talked about the fact that we, you know, between these two property owners, you know, we have, you know, no interest in anything other than kind of the status quo as is. And so, you know, the question of tabling, like, is there any type of any resolution between what is now kind of a neighboring dispute on the property versus just leaving as is, with the denial, which is kind of, you know, ultimately, a denial gets you to the point of where, you know, you're able to go spend time and focus on the stuff that, you know, the other all the other water and wastewater items, that were approved today. And this one kind of stays as is.

Councilmember Hene- Mr. Mayor, I make a motion to deny it because, I believe the applicant, if there is future study, they could come back and ask for a replat later. And so that way, that needs to be tabled indefinitely. So, I'm going to make a motion to deny the request to replat.

Motion by Councilmember Hene to deny C-A-8; seconded by Councilmember Nichols; motion carried 7 - 0 & item denied.

Motion by Mayor Pro Tem Curtis to approve C-A-1 through C-A-7; seconded by Councilmember Hene; motion carried 7 - 0 & approved as presented.

CITY MANAGER'S REPORT

1. Renovation with decomposed granite and fresh sod in field six at Golden Road Park, has been complete as of March 20th. Baseball season is in full swing as you all had a great conversation about today. The Rose Capital East Little League posted to their Facebook the following message yesterday. We always appreciate when they kind of give us a shout out. "You may have noticed over the last few weeks that our 5-pitch field has been getting some work done. The resurfacing of the 5-pitch field is the latest improvement to the Rose City East Little League facilities at Golden Road and make possible through our amazing partnership with the City of Tyler. While the five pitch

March 27, 2024

isn't quite ready to play on, the City has installed base anchors and a temporary fence on field two to ensure there is no interruption to our season. We are so thankful for the City's support of Rose City, East Little League, and all the baseball players that come through our programs. And we can't wait to see the leagues hit the dirt, on the 5-pitch field soon." And so, that goes, you know, it's earlier today, you, like I said, you had the baseball out here and they really are, it is a great partnership that has been developing and always something we're glad to know that.

2. The Tyler Pounds Regional Airport achieved a Zero-Discrepancy FAA inspection today, always glad to know how safe things are out there.
3. A major thing that kind of happened that we've been getting a lot of gratitude on and something the Council has been taking action over the past year on, which was the opening of the Grande Boulevard and Old Noonday traffic signal, making that operational. And so, last or two weeks ago, the traffic signal at West Grande in Old Noonday was turned on and is running full colors for all approaches. There are still some work outages being completed, but the intersection has been operating as signalized, and this will provide increased safety to motorists through the area. And like I said, we've already been receiving just multiple thanks, from the neighbors and residents that are in the area for making that happen.
4. And this is the season of the year where there are some exciting things happening, last week the Azalea Trail kicked off. The Mayfair grand opening is scheduled for Thursday, April 4th at 5:30 We will have the Tuxedo Cats performing. There'll be food. There'll be dancing. The Mayor will be leading that. And it is, we are very just excited about this, and getting it up and operational, and having it open to the community. In fact, for the Council, immediately after this, we invite you to go over to the Mayfair building where we'll give you a tour so you all can get a special behind the scenes.
5. And then the solar eclipse happens on that Monday, April 8th. You can go get your glasses. And sometimes I'm very proud of staff looking at opportunities to how we can kind of make some revenue off of this. Go get your glasses for \$2 a pair at the downtown business center.
6. We have the silent disco over at Pollard Park. Councilman Curtis will be over there leading that dance. Of, where, you know, people could sign up. I think it's \$10 an hour to go do your silent disco. And so, we're kind of really excited about this, especially Councilmember Curtis dancing. And then, of course, we'll have on April 8, the actual eclipse date itself. That ends at the square. And then, Chief Coble will be leading the emergency operations center, to where we're making sure that we don't have any incidents or problems, during the eclipse, especially immediately afterwards with kind of the traffic issues we're expecting.

EXECUTIVE SESSION- City Council convened into executive session at 11:01 am

The City Council may go into Executive Session regarding any item posted on the agenda as authorized by Title 5, Chapter 551 of the Texas Government Code. Notice is hereby given that the City Council may go into Executive Session in accordance with the following provisions of the Government Code:

Under Tex. Gov't Code section 551.074 "Personnel Matters" deliberation regarding the following:

March 27, 2024

The employment, duties and evaluation of the City Manager.

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

City Council reconvened from executive session at 11:13 am with no action taken.

ADJOURNMENT

Motion by Councilmember McKellar to adjourn the meeting at 11:13 am; seconded by Councilmember Hene; 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: A-1

Date: April 24, 2024

Subject: Request that the City Council consider recognizing the following employees for their years of service and commitment to the City of Tyler. They represent 70 years of service with the City of Tyler.

Billy Yates, Assistant Police Chief, 25 years of service
Shawn Wilson, Fire Battalion Chief I, 25 years of service
Heather Nick, Assistant City Manager, 20 years of service

Page: Page 1 of

Item Reference:

Request that the City Council consider recognizing the following employees for their years of service and commitment to the City of Tyler. They represent 70 years of service with the City of Tyler.

Billy Yates, Assistant Police Chief, 25 years of service
Shawn Wilson, Fire Battalion Chief I, 25 years of service
Heather Nick, Assistant City Manager, 20 years of service

RECOMMENDATION:

Request that the City Council consider recognizing the following employees for their years of service and commitment to the City of Tyler. They represent 70 years of service with the City of Tyler.

ATTACHMENTS:

Drafted/Recommended By:
Department Leader

Regina Y. Moss, Director Organizational Development

Edited/Submitted By:
City Manager



**CITY OF TYLER
CITY COUNCIL COMMUNICATION**



Agenda Number: P-1

Date: April 24, 2024

Subject: Request that the City Council consider receiving an updated presentation on the progress of the Consent Decree Program for Tyler Water Utilities.

Page: Page 1 of

Item Reference:

In 2017, the City of Tyler entered into a Consent Decree with the Environmental Protection Agency (EPA) to address the City's aging wastewater collection system and resulting discharges. The Consent Decree became effective on April 10, 2017.

As a part of this Consent Decree, condition assessments are being performed on the sanitary sewer collection system. The assessments began in 2017, are spread out over an eight (8) year period and are being performed by Pipeline Analysis.

This presentation will provide an update on Tyler Water Utilities Consent Decree Program.

RECOMMENDATION:

It is recommended that the City Council receive an update presentation on the progress of the Consent Decree Program for Tyler Water Utilities.

ATTACHMENTS:

Drafted/Recommended By:
Department Leader

**Tiffany Currie, PE, Project Engineer/ Kate Dietz, PE, Director
of Utilities**

Edited/Submitted By:
City Manager



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number: Z-1

Date: April 24, 2024

Subject: C24-001 NATURON PROPERTIES LLC (UNIMPROVED RIGHTS-OF-WAY OF NATURON DRIVE AND NATURON COURT)
Request that the City Council consider adoption of an Ordinance approving the closure of the unimproved rights-of-way of Naturon Drive and Naturon Court.

Page: Page 1 of

Item Reference:

The applicant is requesting the closure to replat the rights-of-way into adjacent properties. The west side of the rights-of-way are adjacent to Lots 41-52 of NCB 1445-H. The east side of the rights-of-way are adjacent to Lots 11-20 of NCB 1445-F, Lots 31-40 of NCB 1445-G, Tract 2.5 of ABST A0888 M SPELL, and Haverhill Drive. The south side of the rights-of-way are adjacent to Tract 2.4 and 2.5 of ABST A0888 M SPELL. The north side of the rights-of-way are adjacent to Lot 2D of NCB 1445.

The applicant is requesting the closure to replat the rights-of-way into adjacent properties as a part of a plan for future development. The applicant owns all adjacent lots affected by this closure request. The rights-of-way are not shown or listed on the Master Street Plan.

On April 2, 2024, the Planning and Zoning Commission held a public hearing for this request. There was no significant discussion.

As of Friday, April 12, 2024, of the 19 notices mailed, one notice was returned in favor and none in opposition to the requested closure.

All other departments have reviewed the application and anticipate no significant impact on services and facilities by the proposed closure request.

RECOMMENDATION:

The Planning and Zoning Commission by a 7-0 vote recommends approval of the thoroughfare closure, subject to the rights-of-way being replatted within six months.

ATTACHMENTS:

[Ordinance](#)
[Location Map](#)

Notification Map

Drafted/Recommended By:
Department Leader

Kyle Kingma, AICP, CFM, Planning Director

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2024-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CLOSING UNIMPROVED RIGHTS-OF-WAY OF NATURON DRIVE AND NATURON COURT. THE RIGHTS-OF-WAY ARE BOUNDED BY LOTS 41-52 OF NCB 1445-H, LOTS 11-20 OF NCB 1445-F, LOTS 31-40 OF NCB 1445-G, TRACT 2.5 OF ABST A0888 M SPELL, AND HAVERHILL DRIVE, TRACT 2.4 AND 2.5 OF ABST A0888 M SPELL, LOT 2D OF NCB 1445; PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH CLOSURE; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Texas Transportation Code Section 311.007 provides that a home-rule municipality may vacate, abandon or close a street or alley; and

WHEREAS, Tyler City Code Chapter 10, Article V., Division F. sets forth a process for right-of-way and thoroughfare closures; and

WHEREAS, the applicant is requesting the closure to replat rights-of-way into adjacent property;

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

PART 1: That the following thoroughfare closure is hereby approved as follows:

I. APPLICATION C24-001

That the public rights-of-way described below, and the same is hereby abandoned, vacated and closed insofar as the right, or title of the public is concerned:

Unimproved rights-of-way of Naturon Drive and Naturon Court. The rights-of-way are bounded by Lots 41-52 of NCB 1445-H, Lots 11-20 of NCB 1445-F, Lots 31-40 of NCB 1445-G, Tract 2.5 of ABST A0888 M SPELL, and Haverhill Drive, Tract 2.4 and 2.5 of ABST A0888 M SPELL, Lot 2D of NCB 1445. The right-of-way to be closed is further shown in Exhibit "A", which is attached hereto and incorporated herein.

PART 2: That closure is contingent upon and will not become effective until and unless the applicant replats the property within six (6) months.

PART 3: That said public right-of-way is not needed for public purposes and it is in the public interest of the City to abandon said described public right-of-way, other than the terms and conditions set out herein.

PART 4: That the abandonment provided for herein shall extend only to the public right, title and overlay with ingress/egress, public utility easements and to the tracts of land described in this ordinance, and shall be construed only to that interest that the governing body of the City of Tyler may legally and lawfully abandon.

PART 5: 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 same are deemed severable for this purpose.

PART 6: That this ordinance shall be effective on and after its date of passage and approval by the City Council.

PASSED AND APPROVED this the 24th day of April A.D., 2024.

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

A T T E S T:

APPROVED:

CASSANDRA BRAGER, CITY CLERK

DEBORAH G. PULLUM,
CITY ATTORNEY

The map displays Council District 4 Northeast, characterized by a blue dashed boundary. Key features include:

- Streets:** La Mobile Ave, C R 2253, C R 2254, Tracer Ln, Private Rd, Mobley Cir, Mobley Ln, Haverhill Dr, Naturon Ct, Naturon Dr, Glenview Ave, Sampson Pl, Gish Ln, Cardale Dr, and Old Omen Rd.
- Zoning Districts:** M-1 (purple), R-1A, R-1B, R-1D, R-2, R-MF, R-1A, PMF, NR, and PXR.
- Highlighted Area:** A green hatched parcel located within the R-1B zoning district, bounded by Naturon Dr and Naturon Ct.



Subject Property

City Limits



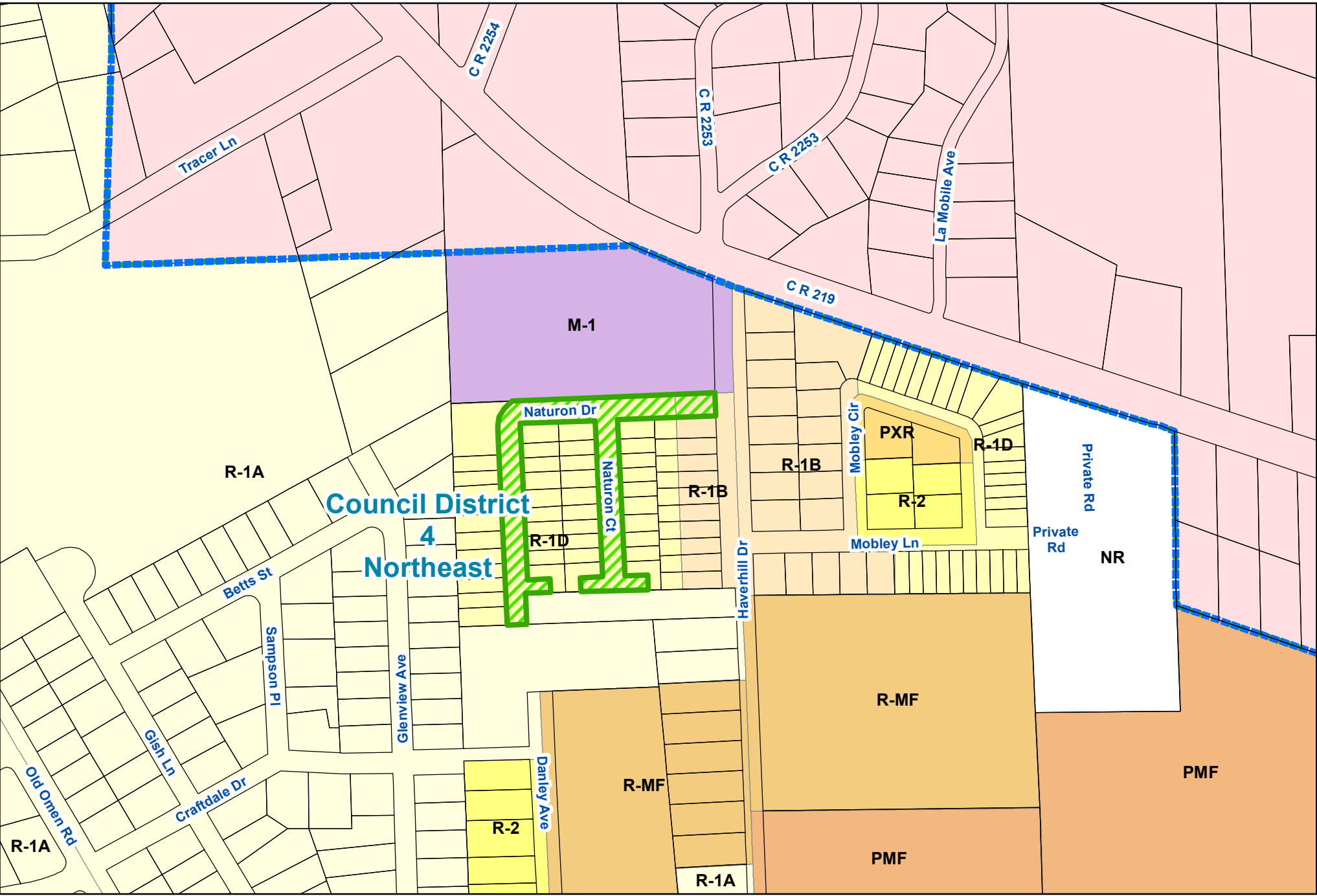
□

ZONING CASE

ZONING CASE
Zoning Case #: C24-001

Right-Of-Way Closure

Right-Of-Way Closure
NATURON PROPERTIES LLC



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.

300 0 300 Feet

ZONING CASE
Zoning Case #: C24-001
Right-Of-Way Closure
NATURON PROPERTIES LLC



Subject Property



City Limits

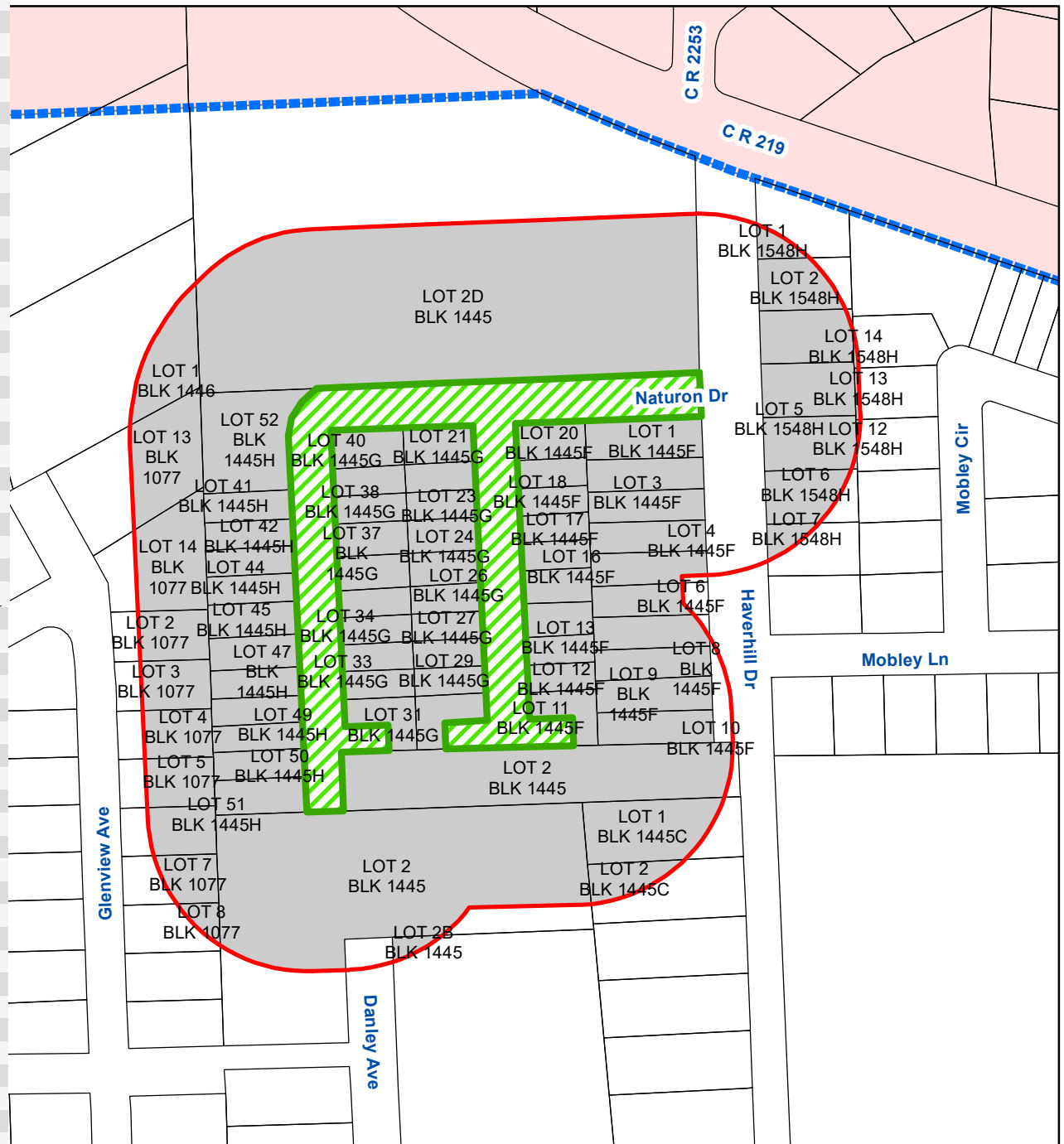


29

Notification List

1445F	10	NATURON PROPERTIES LLC
1077	13	GALLAHUE PATRICK
1077	14	GALLAHUE PATRICK
1077	6	GARAY GENARO & GUADALUPE
1077	7	RUBYS REAL ESTATE INVESTMENTS LLC
1077	2	HERNANDEZ JUAN CARLOS
1077	4	DAUGHTRY BLAKE & DEAN BARRON
1077	5	CHAPMAN DEBRA G
1077	8	RUBYS REAL ESTATE INVESTMENTS LLC
1548H	1	CURRENT OWNER
1548H	2	ROBERTSON STEPHEN B & DEANN G
1548H	3	BEAN CLAYTON & SHIRLEY
1548H	4	BATIE ANGELA ROBIN
1548H	5	LAZEE ACRES ENTERPRISES LLC
1548H	6	NORMAN JERRY & LAVONNE
1548H	7	PATIL PANDARINATH & SHRUTI
1446	1	GALLAHUE PATRICK
1445	2	REDDY GURRAM & GAVVA PADMA ET AL
1445C	1	MINK CAMILLE & LEE
1445C	2	JH RENTAL PROPERTIES LLC-HAVERHILL
1445	2	REDDY GURRAM & GAVVA PADMA ET AL
1445	2B	SCM RE TYLER II LLC
1077	3	HERNANDEZ JUAN CARLOS
1548H	14	MOBILE INVESTMENTS AND PROPERTY
1548H	13	MOBILE INVESTMENTS AND PROPERTY
1548H	12	MOBILE INVESTMENTS AND PROPERTY
1445H	51	NATURON PROPERTIES LLC

1445G	30	NATURON PROPERTIES LLC
1445G	40	NATURON PROPERTIES LLC
1445G	39	NATURON PROPERTIES LLC
1445G	38	NATURON PROPERTIES LLC
1445G	37	NATURON PROPERTIES LLC
1445G	36	NATURON PROPERTIES LLC
1445G	26	NATURON PROPERTIES LLC
1445G	34	NATURON PROPERTIES LLC
1445G	28	NATURON PROPERTIES LLC
1445G	32	NATURON PROPERTIES LLC
1445G	21	NATURON PROPERTIES LLC
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1445G	35	NATURON PROPERTIES LLC
1445G	27	NATURON PROPERTIES LLC
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1445G	31	NATURON PROPERTIES LLC
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1445F	20	NATURON PROPERTIES LLC
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1445H	44	NATURON PROPERTIES LLC
1445H	45	NATURON PROPERTIES LLC
1445H	46	NATURON PROPERTIES LLC
1445H	47	NATURON PROPERTIES LLC
1445H	48	NATURON PROPERTIES LLC
1445H	49	NATURON PROPERTIES LLC
1445H	50	NATURON PROPERTIES LLC
1445	2D	LAZEE ACRE ENTERPRISES LLC



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200 0 200 Feet

ZONING CASE
Zoning Case #: C24-001
Right-Of-Way Closure
NATURON PROPERTIES LLC



Subject Property



200' Mailed Notification Area



City Limits





CITY OF TYLER CITY COUNCIL COMMUNICATION



Agenda Number: Z-2

Date: April 24, 2024

Subject: Z24-009 GOFF ZACAHRIAH (1004 WEST FIELDS STREET)
Request that the City Council consider adoption of an Ordinance approving a zone change from “C-1”, Light Commercial District to “R-1D”, Single-Family Attached/detached Residential District.

Page: Page 1 of

Item Reference:

The applicant is requesting the zone change to bring the property into conformance with the Unified Development Code on Lots 64, 65, and 66 of NCB 393, three lots containing approximately 0.09 acres of land located east of the southeast intersection of Moore Avenue and Fields Street (1004 West Fields Street).

According to the Unified Development Code (UDC), the “R-1D”, Single-Family Detached and Attached Residential District is primarily intended to accommodate single-family detached and attached housing, such as townhouses and rowhouses on small individual lots. In addition, the district allows churches, schools, and accessory buildings and uses. The maximum building height is 42 feet. Setback requirements are 25 feet in the front, 15 feet in the rear, zero feet on the interior side and 12 feet on the corner side. The minimum lot size is 3,000 square feet.

According to UDC Section 10-617, the City Council will consider the following approval criteria for zoning changes:

- a. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;
- b. The zoning change is consistent with the Tyler 1st Comprehensive Plan;
- c. The zoning change promotes the health, safety, or general welfare of the city and the safe, orderly, and healthful development of the city;
- d. The zoning change is compatible with the present zoning and/or conforming uses of nearby property and with the character of the neighborhood; and
- e. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.

According to UDC Section 10-587, the burden of proof or persuasion is on the applicant to show that an application complies with approval criteria.

The adjacent property to the north is zoned “R-2”, Two-Family Residential District and is developed with a duplex. The adjacent properties to the east, south, and west are zoned “R-2”, Two-Family Residential District and consist of a mixture of single-family homes, duplexes, and undeveloped lots.

The request is consistent with the adopted Tyler 1st Future Land Use Guide which identifies this property as Single-Family and Single-Family Attached.

The property is developed with a single-family home, which was previously allowed in “C-1” zoning under pyramid zoning. The applicant is requesting the zone change to combine the properties and to bring the property to conformance. The minimum lot size requirement for “R-1D” zoning is 3,000 square feet. Combining the three lots will achieve this lot size requirement. This will allow for the residential use of the existing structure to be in conformance with the UDC.

The proposed zone change aligns with the Tyler 1st Comprehensive Plan's objectives for Housing, Neighborhoods, and Community Identity. The applicant is requesting the zone change in order to renovate an existing home. The area is primarily developed with single-family homes. By changing the zoning, it would help the Tyler 1st goal to sustain and maintain established neighborhoods by means of rehabilitating existing housing stock.

On April 2, 2024, the Planning and Zoning Commission held a public hearing for this request. There was no significant discussion.

As of Friday, April 12, 2024, of the 27 notices mailed, no notices were returned in favor or in opposition to the request.

All other departments have reviewed the application and anticipate no significant impact on services and facilities by the proposed rezoning request.

RECOMMENDATION:

The Planning and Zoning Commission by a 7-0 vote recommends approval of the zone change from “C-1”, Light Commercial District to “R-1D”, Single-Family Attached/detached Residential District.

ATTACHMENTS:

[Ordinance](#)

[Location Map](#)

[Future Land Use Guide Map](#)

[Notification Map](#)

Drafted/Recommended By:
Department Leader

Kyle Kingma, AICP, CFM, Planning Director

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2024-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CHANGING THE ZONING FROM “C-1”, LIGHT COMMERCIAL DISTRICT TO “R-1D”, SINGLE-FAMILY DETACHED AND ATTACHED RESIDENTIAL DISTRICT ON LOTS 64, 65, AND 66 OF NCB 393, THREE LOTS CONTAINING APPROXIMATELY 0.09 ACRES OF LAND LOCATED EAST OF THE SOUTHEAST INTERSECTION OF MOORE AVENUE AND FIELDS STREET (1004 WEST FIELDS STREET); DIRECTING THE AMENDMENT OF THE ZONING MAP; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Tyler, Texas, and the City Council of the City of Tyler, Texas, in compliance with the Charter and the State law with reference to the zoning ordinance of the City of Tyler, Texas, and zoning map, have given requisite notices by publication and otherwise and after holding a due hearing and affording a full and fair hearing to all the property owners, generally and to the persons interested, situated in the affected area and in the vicinity thereof, the City Council is of the opinion that the zoning change should be made as set forth herein;

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

PART 1: That the following zone change is hereby approved as follows:

I. APPLICATION Z24-009

That the following described property, which has heretofore been zoned “C-1”, Light Commercial District, shall hereafter bear the zoning classification of “R-1D”, Single-Family Detached and Attached Residential District, to wit:

On Lots 64, 65, and 66 of NCB 393, three lots containing approximately 0.09 acres of land located east of the southeast intersection of Moore Avenue and Fields Street (1004 West Fields Street).

PART 2: That the City Manager is hereby ordered and directed to cause the zoning map to be amended to reflect the above described zoning.

PART 3: 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 same are deemed severable for this purpose.

PART 4: That this ordinance shall be effective on and after its date of passage and approval by the City Council.

PASSED AND APPROVED this the 24th day of April A.D., 2024.

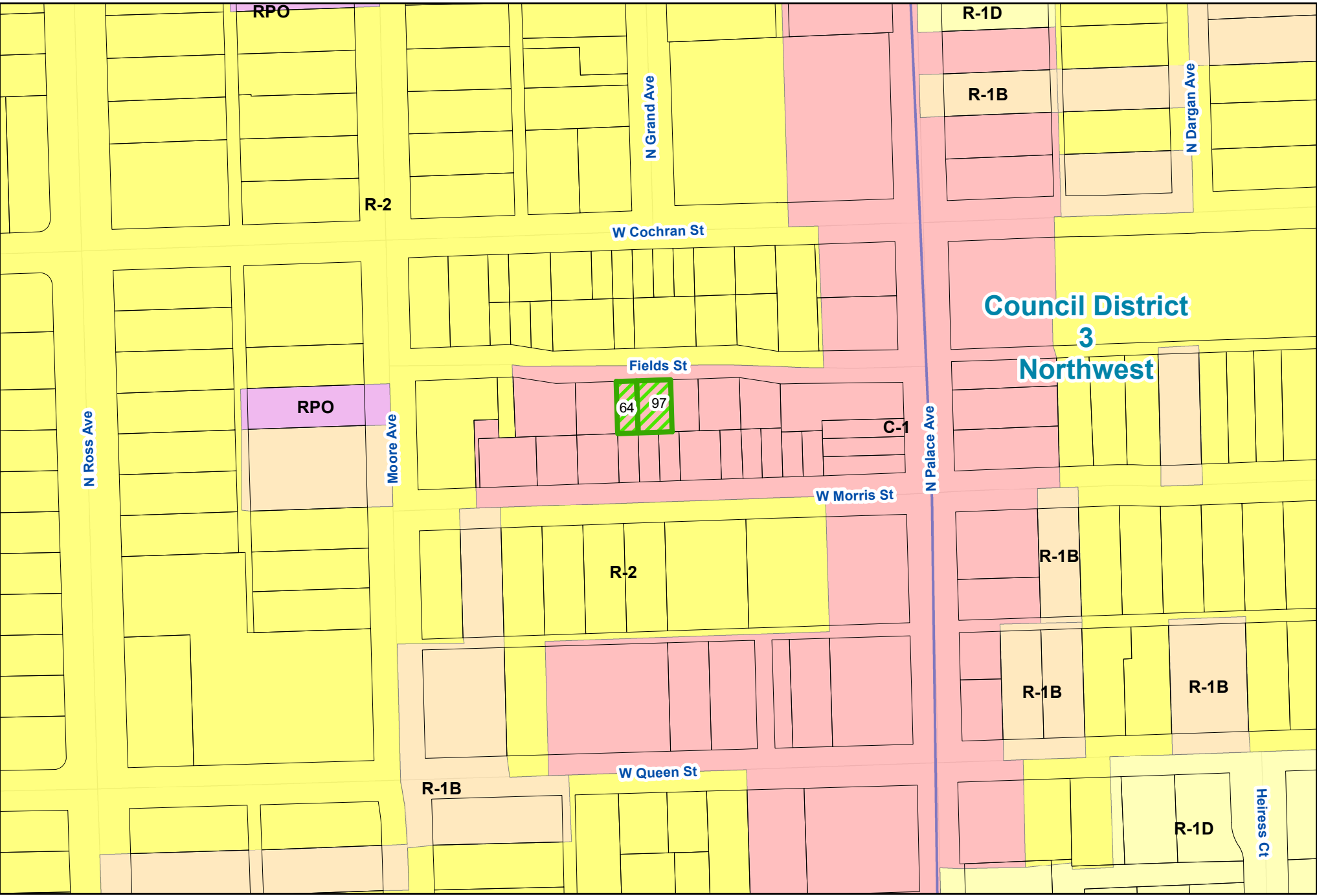
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

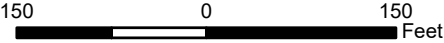
APPROVED:

CASSANDRA BRAGER, CITY CLERK

DEBORAH G. PULLUM,
CITY ATTORNEY



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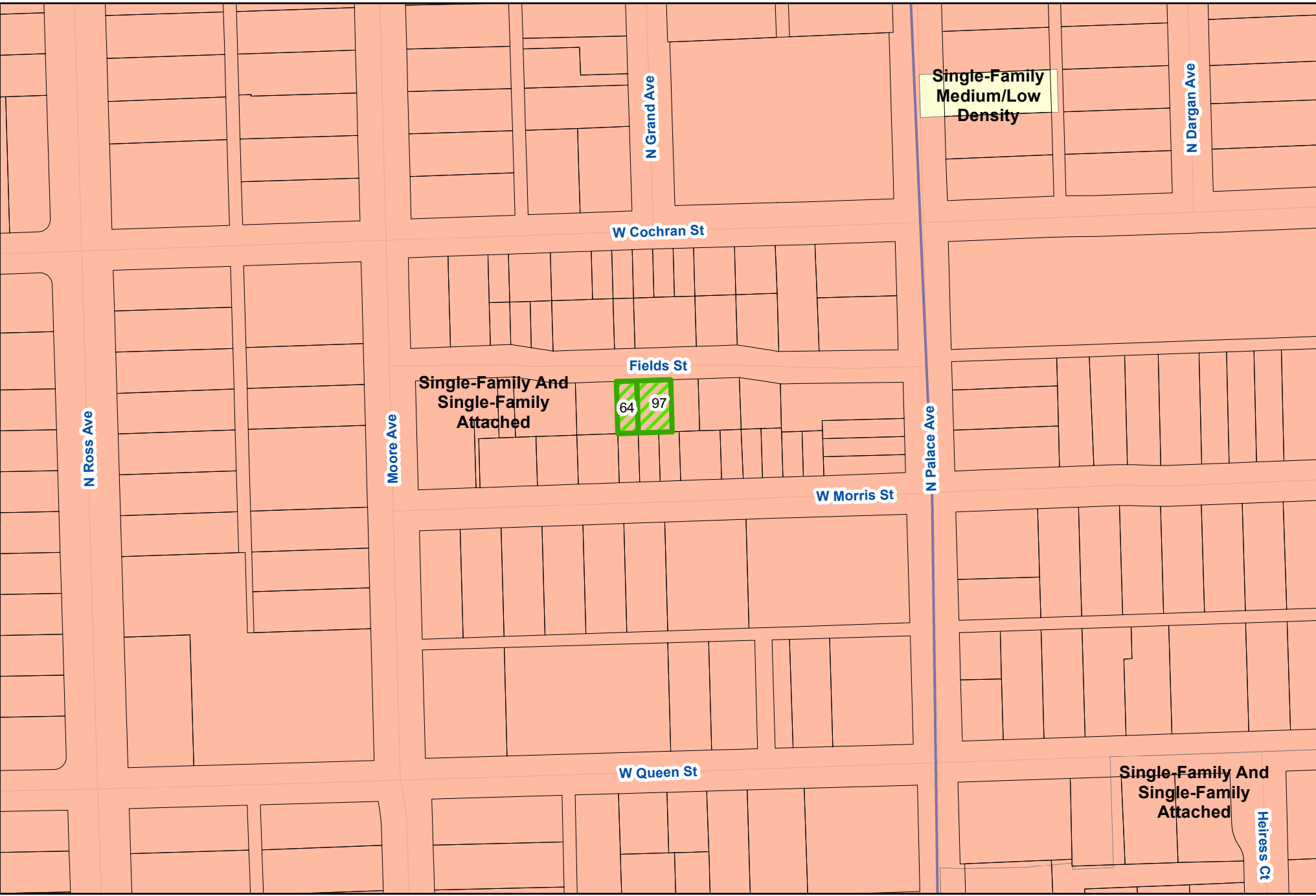


ZONING CASE
Zoning Case #: Z24-009
Current Zoning: C-1
Proposed Zoning: R-1D
Zacahriah Goff



Subject Property





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.

150 0 150
Feet

ZONING CASE
Zoning Case #: Z24-009
Current Zoning: C-1
Proposed Zoning: R-1D
Zacariah Goff



Subject Property



Notification List			393	30A	WINN MARCELIAS ESTATE
393	24A	DRISDALE FRED UNIFIED CREDIT TRUST	393	60	LEE WILLIE
393	98	GAMEZ ROBERTA LEON DE	393	58A	DRISDALE FRED UNIFIED CREDIT TRUST
393	97	GOFF ZACAHRIAH	393	71A	WEST ELLIOTT
393	64	GOFF ZACAHRIAH	393	69	SMITH COUNTY TRUSTEE
393	63	LEE WILLIE	393	76	HAYTER SHAWANNA
393	73	HAYTER SHAWANNA	393	23B	DRISDALE FRED UNIFIED CREDIT TRUST
393	81A	WILSON C W ESTATE	393	84	CLARK ANGELO LEWIS & ROBERT W LEE
393	82	WILSON C W ESTATE	393	79	HAYTER SHAWANNA
393	83	WEST BERNEISHIA	393	80A	WEST ELLIOTT B
393	95	LOCKRIDGE ANDREW	393	86	HENRY CLINTON & BRENDA CADDELL
393	45A	ERWIN WILLIE RAY	393	87	BOONE L K
393	47	ERWIN WILLIE RAY	393	88	BOONE L K
393	100	GUZMAN-MARTINEZ MARIA SYLVIA	393	89	LEE WILLIE
393	50	GUZMAN-MARTINEZ MARIA SYLVIA	393	91	LEE WILLIE
393	51	GUZMAN-MARTINEZ MARIA SYLVIA	393	77	HAYTER SHAWANNA
393	53	JARAMILLO ANGELINA RODRIGUEZ	393	93A	LEE WILLIE
393	55	LOCKRIDGE ANDREW	393	78	HAYTER SHAWANNA
393	56A	LOCKRIDGE ANDREW	387	11	VALDOVINOS JUVENTINO & ENRIQUE ESTRADA
393	57A	WINN MARCELIAS ESTATE	387	7	HENRY CLINTON
393	10	MUNOZ CESAR MARTINEZ	387	6	HILL RAY EST
393	43A	ERWIN WILLIE RAY	387	5	ERWIN TYRELL
393	41	BENSON JAMES LEE	387	4	HENRY CLINTON & BRENDA CADDELL
393	39	GAMEZ ROBERTA LEON DE	387	3	HENRY CLINTON & BRENDA CADDELL
393	38	GAMEZ ROBERTA LEON DE	387	2	JAIMES VIRGILIO
393	37	GAMEZ ROBERTA LEON DE			
393	36	GAMEZ ROBERTA LEON DE			
393	35	GAMEZ ROBERTA LEON DE			
393	33	PETTIGREW MINNIE			
393	31A	LOCKRIDGE ANDREW			

The map shows a grid of lots. A red circle highlights a section of the map. Within this circle, a green square highlights a lot with diagonal hatching, labeled '64' and '97'. The map includes labels for 'Fields St' and 'W Morris St'. Lots are labeled with numbers and 'BLK 393' or 'BLK 387'.

Lot Number	Block
LOT 24A	BLK 393
LOT 58A	BLK 393
LOT 63	BLK 393
LOT 64	BLK 393
LOT 69	BLK 393
LOT 71A	BLK 393
LOT 73	BLK 393
LOT 76	BLK 393
LOT 77	BLK 393
LOT 78	BLK 393
LOT 80A	BLK 393
LOT 82	BLK 393
LOT 83	BLK 393
LOT 84	BLK 393
LOT 86	BLK 393
LOT 87	BLK 393
LOT 88	BLK 393
LOT 89	BLK 393
LOT 91	BLK 393
LOT 93A	BLK 393
LOT 95	BLK 393
LOT 97	BLK 393
LOT 98	BLK 393
LOT 100	BLK 393
LOT 101	BLK 393
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LOT 198	BLK 393
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LOT 201	BLK 393
LOT 202	BLK 393
LOT 203	BLK 393
LOT 204	BLK 393
LOT 205	BLK 393
LOT 206	BLK 393





CITY OF TYLER CITY COUNCIL COMMUNICATION



Agenda Number: Z-3

Date: April 24, 2024

Subject: Z24-008 MULDER DOUGLAS (1005 SOUTH SOUTHEAST LOOP 323)
Request that the City Council consider adoption of an Ordinance approving a zone change from “C-2”, General Commercial District to “R-MF”, Multi-Family Residential District.

Page: Page 1 of

Item Reference:

The applicant is requesting the zone change to allow for an 84-unit senior living apartment complex on Lot 29B of NCB 935, one lot containing approximately 4.86 acres of land located south and west of the intersection of South Southeast Loop and Old Omen Road (1005 South Southeast Loop 323).

According to the Unified Development Code (UDC), the “R-MF”, Multi-Family Residential District is primarily intended to accommodate multi-family development at a maximum density of 24 dwelling units per acre. In addition, the district allows churches, group living facilities, schools, and accessory buildings and uses. The maximum building height is 50 feet; however, the building height is allowed to exceed stated maximum height if front, rear and side setback are increased at least one foot for each foot of additional building height. Setback requirements are 25 feet in the front, rear, and interior side and 12 on the corner side. The minimum lot size is 12,500 square feet.

According to UDC Section 10-617, the City Council will consider the following approval criteria for zoning changes:

- a. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;
- b. The zoning change is consistent with the Tyler 1st Comprehensive Plan;
- c. The zoning change promotes the health, safety, or general welfare of the city and the safe, orderly, and healthful development of the city;
- d. The zoning change is compatible with the present zoning and/or conforming uses of nearby property and with the character of the neighborhood; and
- e. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.

According to UDC Section 10-587, the burden of proof or persuasion is on the applicant to show that an application complies with approval criteria.

The adjacent property to the north is zoned “C-2”, General Commercial District and is an undeveloped lot. The adjacent property to the east is zoned “M-1”, Light Industrial District and is developed with a utility service center. The adjacent properties to the south are zoned “C-2”, General Commercial District and “R-1A”, Single-Family Residential District and are developed with commercial uses and undeveloped land, respectively. The adjacent properties to the west are zoned “R-1A”, Single-Family Residential District and are developed with single-family homes.

The Tyler 1st Future Land Use Guide (FLUG) identifies this property as Neighborhood Commercial. This request would amend the FLUG to Multi-Family.

The applicant plans to construct 84 multi-family units on the property, which equates to a density of approximately 17.20 units per acre, however approval of the “R-MF” zoning would allow for a maximum of 117 units at 24 units per acre. “R-MF” zoning allows a maximum height of 50 feet. The applicant has indicated a proposed height of four stories.

Adjacent to “R-1A” properties, the development will be required to provide a “Type A” bufferyard, which ranges from five to ten feet in width with a varying degree of plantings and screening. The largest bufferyard required is ten feet wide with one tree every 50 linear feet on average. The smallest required bufferyard is five feet wide with either two trees and two shrubs per 50 feet or one tree per 50 feet and a six-foot tall screening wall. There is an existing natural buffer with a creek running throughout the western portion of the property.

The proposed rental community will be marketed as age-restricted to seniors aged 55 and older. The proposed rental community will offer approximately 62 one-bedroom and 22 two-bedroom units. The development must comply with all fair housing laws, as well as the regulations set forth by the Texas Department of Housing and Community Affairs (TDHCA).

The proposed zone change aligns with the Tyler 1st Comprehensive Plan's objectives for Housing, Neighborhoods, and Community Identity. By changing the zoning, it would help the Tyler 1st goal to provide sufficient housing for households at all income levels and all stages of the life cycle.

On April 2, 2024, the Planning and Zoning Commission held a public hearing for this request. There was no significant discussion.

As of Friday, April 12, 2024, of the 17 notices mailed, one notice was returned in favor and none in opposition to the request.

All other departments have reviewed the application and anticipate no significant impact on services and facilities by the proposed rezoning request.

RECOMMENDATION:

The Planning and Zoning Commission by a 7-0 vote recommends approval of the zone change from “C-2”, General Commercial District to “R-MF”, Multi-Family Residential District.

ATTACHMENTS:

Ordinance
Location Map
Future Land Use Guide Map
Notification Map

Drafted/Recommended By:
Department Leader

Kyle Kingma, AICP, CFM, Planning Director

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2024-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CHANGING THE ZONING FROM “C-2”, GENERAL COMMERCIAL DISTRICT, TO “R-MF”, MULTI-FAMILY RESIDENTIAL DISTRICT ON LOT 29B OF NCB 935, ONE LOT CONTAINING APPROXIMATELY 4.86 ACRES OF LAND LOCATED SOUTH AND WEST OF THE INTERSECTION OF SOUTH SOUTHEAST LOOP AND OLD OMEN ROAD (1005 SOUTH SOUTHEAST LOOP 323); DIRECTING THE AMENDMENT OF THE ZONING MAP; DIRECTING THE AMENDMENT OF THE FUTURE LAND USE GUIDE MAP; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Tyler, Texas, and the City Council of the City of Tyler, Texas, in compliance with the Charter and the State law with reference to the zoning ordinance of the City of Tyler, Texas, and zoning map, have given requisite notices by publication and otherwise and after holding a due hearing and affording a full and fair hearing to all the property owners, generally and to the persons interested, situated in the affected area and in the vicinity thereof, the City Council is of the opinion that the zoning change should be made as set forth herein;

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

PART 1: That the following zone change is hereby approved as follows:

I. APPLICATION Z24-008

That the following described property, which has heretofore been zoned “C-2”, General Commercial District, shall hereafter bear the zoning classification of “R-MF”, Multi-Family Residential District, to wit:

On Lot 29B of NCB 935, one lot containing approximately 4.86 acres of land located south and west of the intersection of South Southeast Loop and Old Omen Road (1005 South Southeast Loop 323).

PART 2: That the City Manager is hereby ordered and directed to cause the zoning map to be amended to reflect the above described zoning and the Future Land Use Guide to reflect Multi-Family.

PART 3: 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 same are deemed severable for this purpose.

PART 4: That this ordinance shall be effective on and after its date of passage and approval by the City Council.

PASSED AND APPROVED this the 24th day of April A.D., 2024.

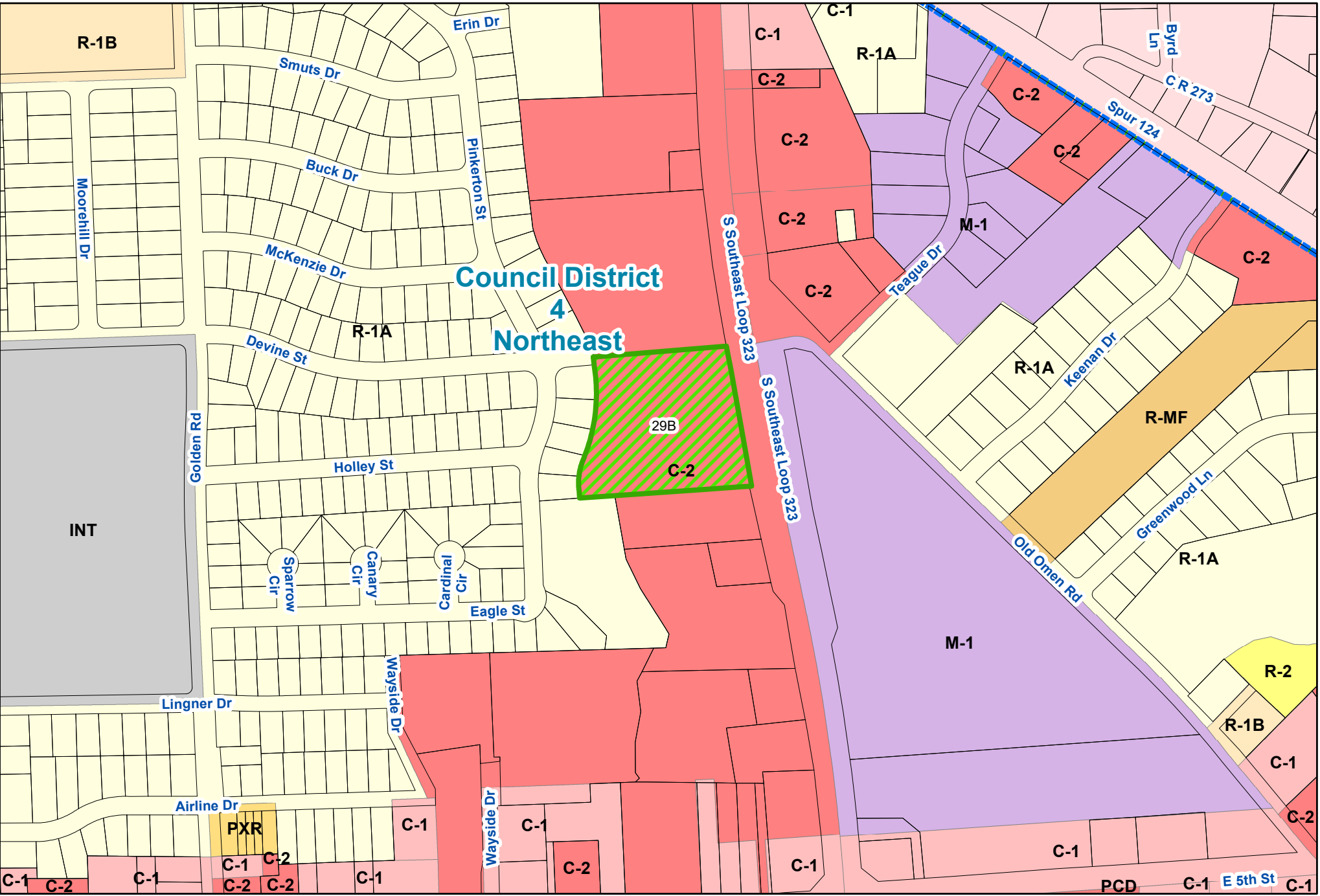
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

APPROVED:

CASSANDRA BRAGER, CITY CLERK

DEBORAH G. PULLUM,
CITY ATTORNEY



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400 0 400 Feet

ZONING CASE
Zoning Case #: Z24-008
Current Zoning: C-2
Proposed Zoning: R-MF
Douglas Mulder

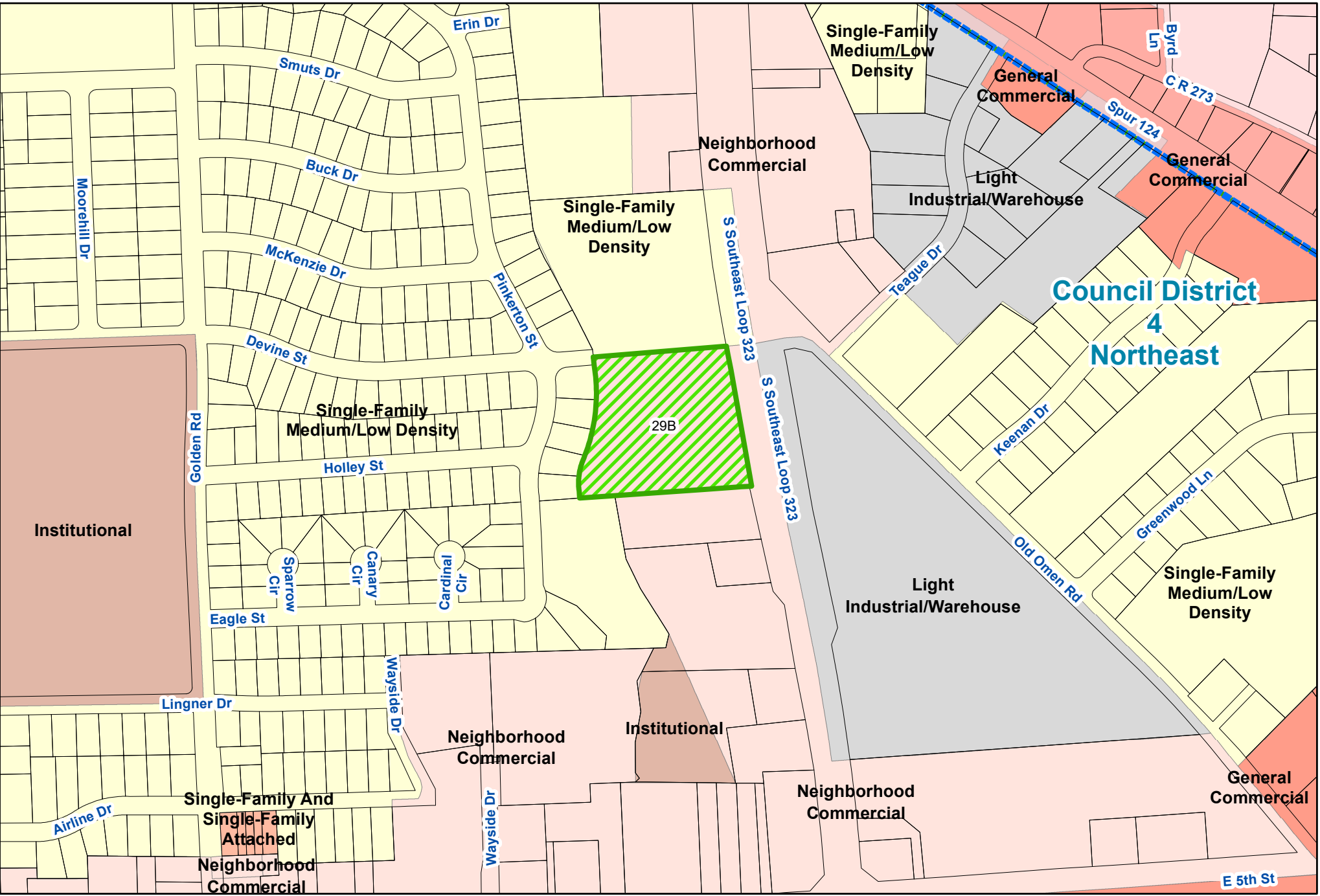


Subject Property

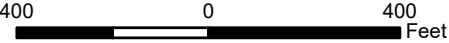


City Limits





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ZONING CASE
 Zoning Case #: Z24-008
 Current Zoning: C-2
 Proposed Zoning: R-MF
 Douglas Mulder



Subject Property

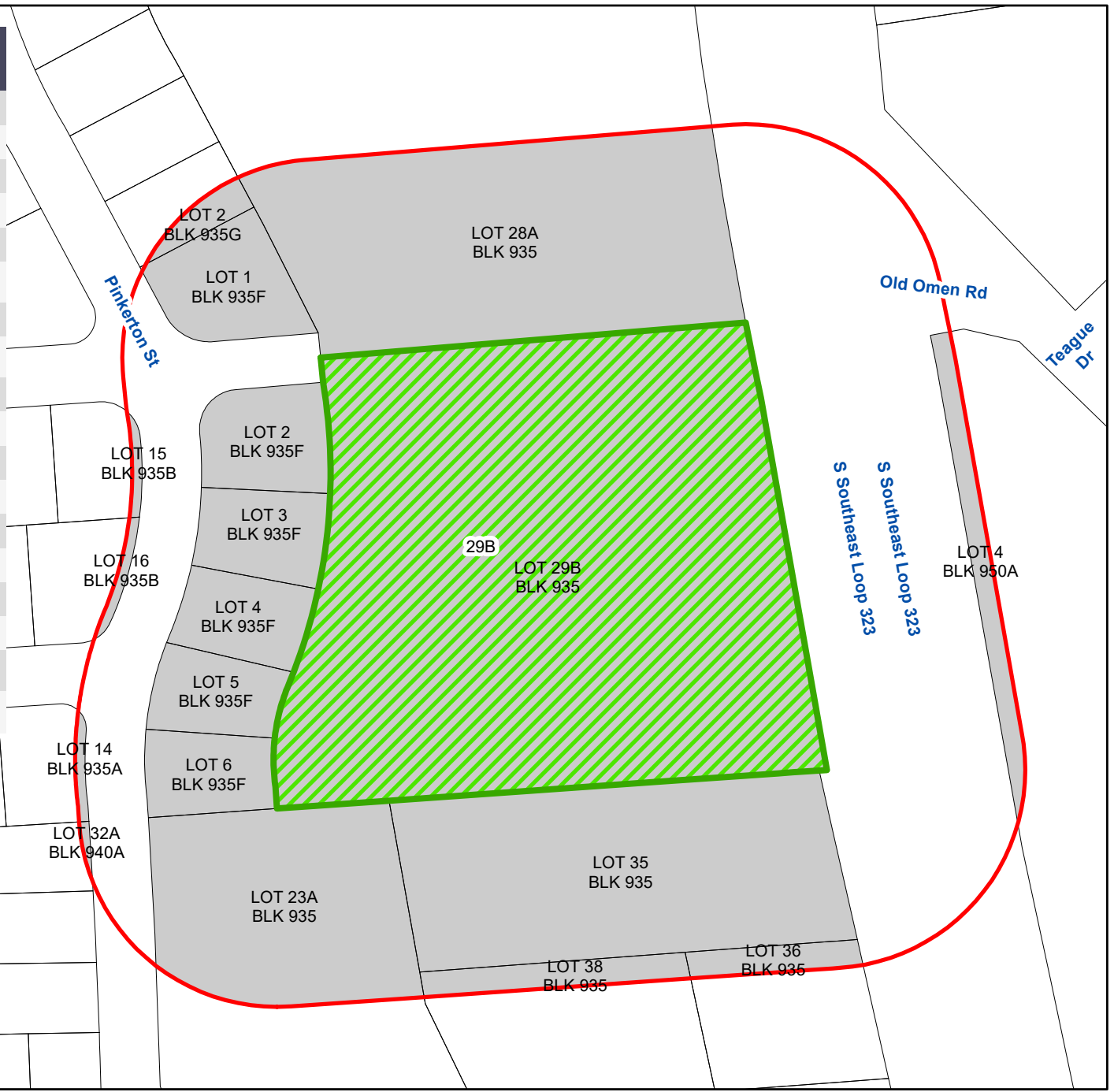


City Limits



Notification List

935	29B	MULDER DOUGLAS
935	28A	FAB FIVE LLC
935G	2	WASHMON ROBERT WADE
935F	1	GRAY PHIL W
935F	2	DYER CHRISTOPHER S
950A	4	ONCOR ELECTRIC DELIVERY COMPANY LLC
935B	15	MALONE FLOY LYNN
935F	3	EVANGELISTA ENRIQUE JR & MICHELLE
935A	14	JCIRA INVESTMENTS LLC
935F	6	BURLESON ROBERT R
935B	16	SIMMONS JULIE & MARK
935F	4	PENNETTA JUSTIN
935F	5	FRAGA HUGO
935	35	ARMY-NAVY STORE
935	23A	TYLER CITY OF
940A	32A	RUIZ-HERRERA GUILLERMO
935	36	LATCH LONE STAR HARLEY-DAVIDSON INC
935	38	LATCH LONE STAR HARLEY-DAVIDSON



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150 0 150 Feet

ZONING CASE
 Zoning Case #: Z24-008
 Current Zoning: C-2
 Proposed Zoning: R-MF
 Douglas Mulder



Subject Property



200' Mailed Notification Area





CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number: Z-4

Date: April 24, 2024

Subject: Z24-010 BARBER ROBERT IRREVOCABLE TRUST (3819 OLD CHANDLER ROAD)

Request that the City Council consider adoption of an Ordinance approving a zone change from “R-1A”, Single-Family Residential District to “C-1”, Light Commercial District.

Page: Page 1 of

Item Reference:

The applicant is requesting the zone change to allow for commercial uses on Lot 4A of NCB 908, one lot containing approximately 0.69 acres of land located at the northwest intersection of South Southwest Loop 323 and Old Chandler Road (3819 Old Chandler Road).

According to the Unified Development Code (UDC), the “C-1”, Light Commercial District allows restaurants, private clubs, antique shops, banks, service stations, offices and retail stores without any outdoor display or storage of merchandise or goods. The maximum building height allowed within this district is two and one-half stories or 42 feet in height. The setback requirements are 10 feet in the front, 10 feet in the rear, zero feet on the interior side (10 feet if abuts a residential district) and 15 feet on the corner side. The minimum lot area is 7,000 square feet. Off-street parking is determined by the specific use proposed. Properties with a commercial designation are subject to UDC Development Standards such as landscaping and tree preservation, bufferyards, and sign regulations.

According to UDC Section 10-617, the City Council will consider the following approval criteria for zoning changes:

- a. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;
- b. The zoning change is consistent with the Tyler 1st Comprehensive Plan;
- c. The zoning change promotes the health, safety, or general welfare of the city and the safe, orderly, and healthful development of the city;
- d. The zoning change is compatible with the present zoning and/or conforming uses of nearby property and with the character of the neighborhood; and
- e. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.

According to UDC Section 10-587, the burden of proof or persuasion is on the applicant to show that an application complies with approval criteria.

The adjacent properties to the north and west are zoned “R-1A”, Single-Family Residential District and are developed with single-family homes. The adjacent properties to the south are zoned “R-1A”, Single-Family Residential District, and “C-1”, Light Commercial District, and consist of a mixture of a single-family home and undeveloped land. The adjacent properties to the east are zoned “C-1”, Light Commercial District, and is the location of Oncor.

This request is consistent with the Tyler 1st Future Land Use Guide which identifies this property as Mixed-Use Center.

The subject property is fronting along Loop 323, a major arterial street, surrounded by commercial properties. The proposed zoning will align with the character of the neighborhood around the Loop 323 and will not introduce additional commercial traffic into the western residential area.

On April 2, 2024, the Planning and Zoning Commission held a public hearing for this request. No one spoke in favor or in opposition to the request.

As of Friday, April 12, 2024, of the 11 notices mailed, no notices were returned in favor or in opposition to the request.

All other departments have reviewed the application and anticipate no significant impact on services or facilities by the proposed rezoning request.

RECOMMENDATION:

The Planning and Zoning Commission by a 7-0 vote recommends approval of the zone change from “R-1A”, Single-Family Residential District to “C-1”, Light Commercial District.

ATTACHMENTS:

[Ordinance](#)

[Location Map](#)

[Future Land Use Guide Map](#)

[Notification Map](#)

Drafted/Recommended By:
Department Leader

Kyle Kingma, AICP, CFM, Planning Director

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2024-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CHANGING THE ZONING FROM “R-1A”, SINGLE-FAMILY RESIDENTIAL DISTRICT TO “C-1”, LIGHT COMMERCIAL DISTRICT ON LOT 4A OF NCB 908, ONE LOT CONTAINING APPROXIMATELY 0.69 ACRES OF LAND LOCATED AT THE NORTHWEST INTERSECTION OF SOUTH SOUTHWEST LOOP 323 AND OLD CHANDLER ROAD (3819 OLD CHANDLER ROAD); DIRECTING THE AMENDMENT OF THE ZONING MAP; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Tyler, Texas, and the City Council of the City of Tyler, Texas, in compliance with the Charter and the State law with reference to the zoning ordinance of the City of Tyler, Texas, and zoning map, have given requisite notices by publication and otherwise and after holding a due hearing and affording a full and fair hearing to all the property owners, generally and to the persons interested, situated in the affected area and in the vicinity thereof, the City Council is of the opinion that the zoning change should be made as set forth herein;

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

PART 1: That the following zone change is hereby approved as follows:

I. APPLICATION Z24-010

That the following described property, which has heretofore been zoned “R-1A”, Single-Family Residential District, shall hereafter bear the zoning classification of “C-1”, Light Commercial District, to wit:

On Lot 4A of NCB 908, one lot containing approximately 0.69 acres of land located at the northwest intersection of South Southwest Loop 323 and Old Chandler Road (3819 Old Chandler Road).

PART 2: That the City Manager is hereby ordered and directed to cause the zoning map to be amended to reflect the above described zoning.

PART 3: 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 same are deemed severable for this purpose.

PART 4: That this ordinance shall be effective on and after its date of passage and approval by the City Council.

PASSED AND APPROVED this the 24th day of April A.D., 2024.

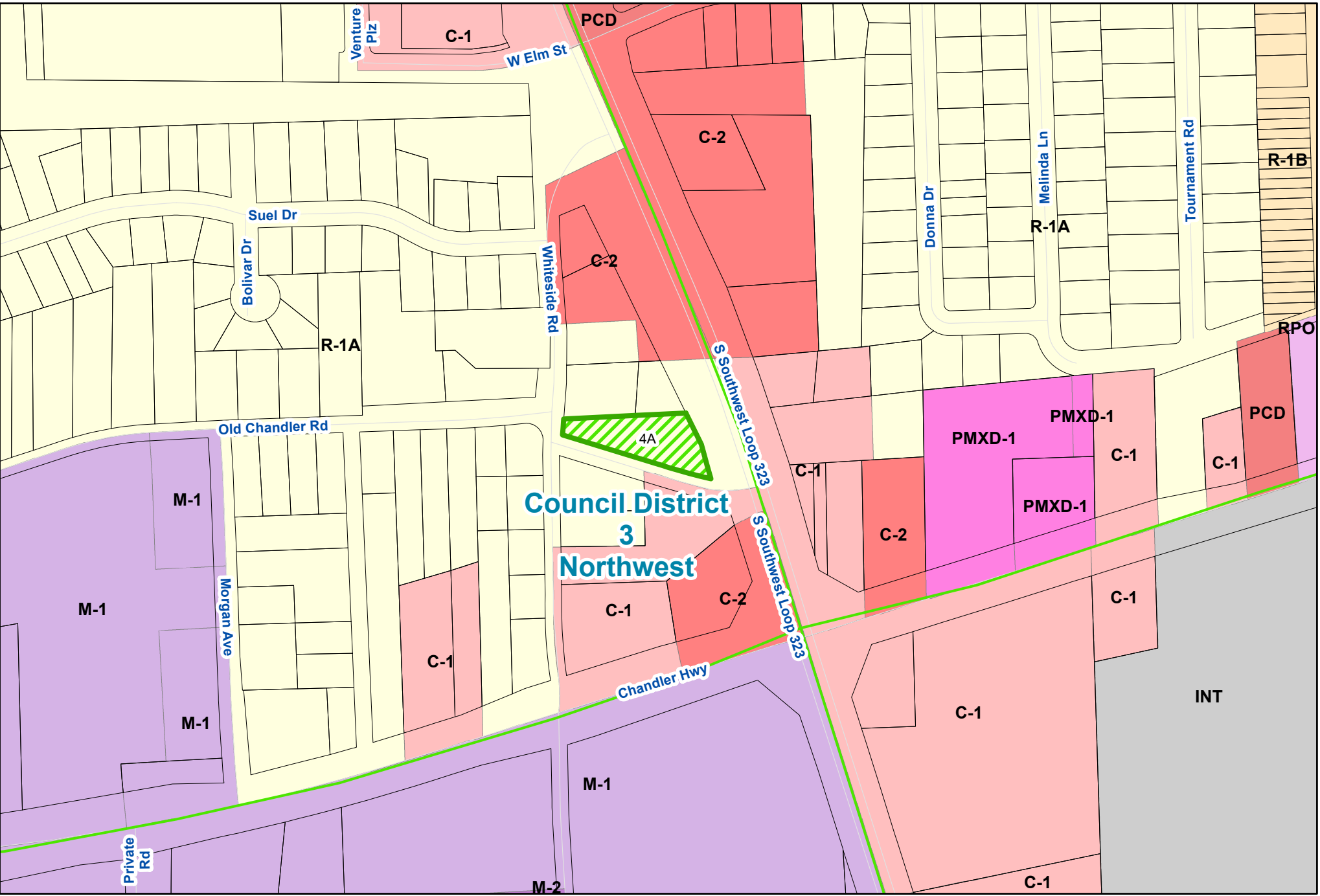
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

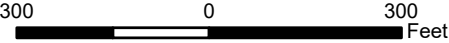
APPROVED:

CASSANDRA BRAGER, CITY CLERK

DEBORAH G. PULLUM,
CITY ATTORNEY



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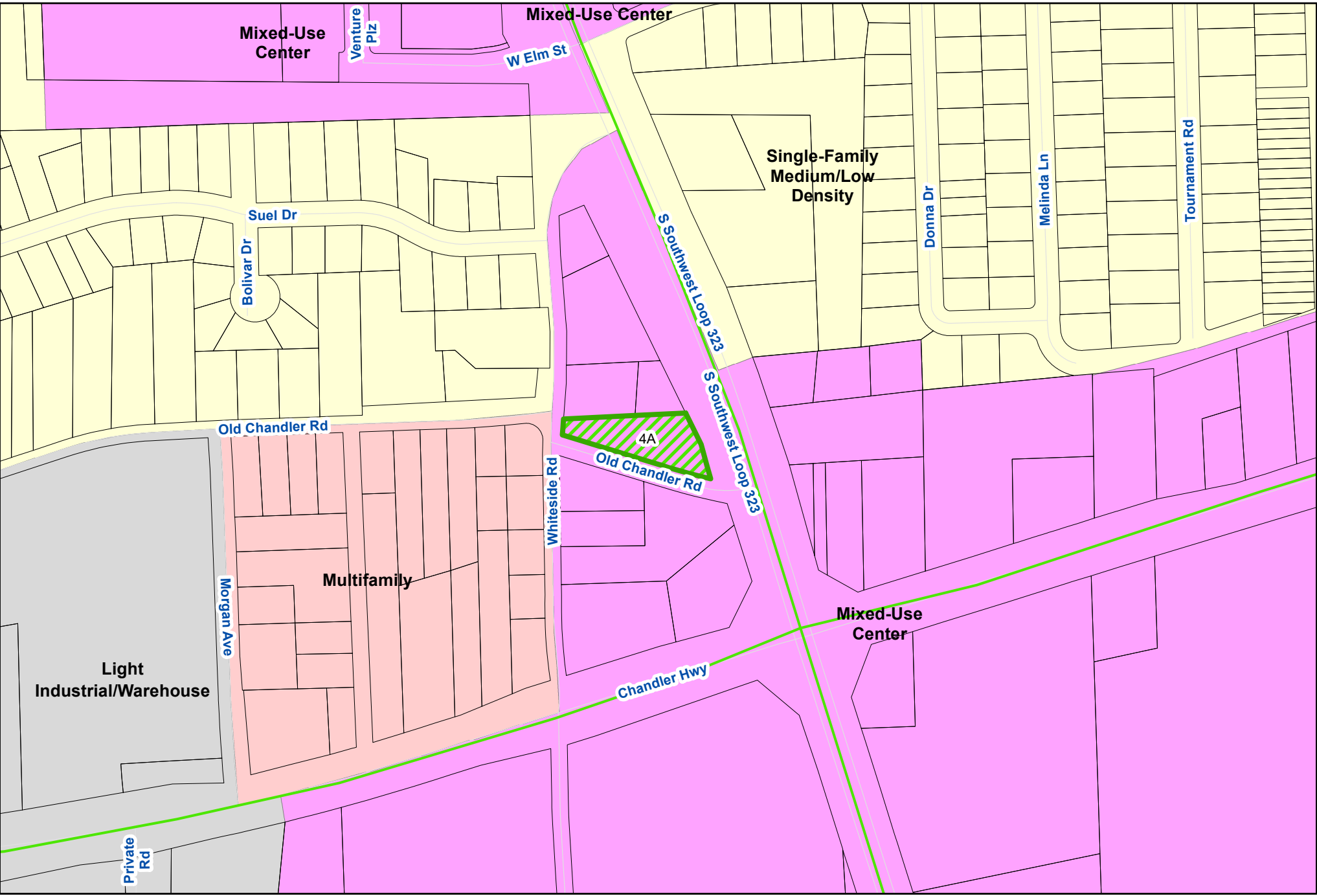


ZONING CASE
Zoning Case #: Z24-010
Current Zoning: R-1A
Proposed Zoning: C-1
Barber Robert Irrevocable Trust

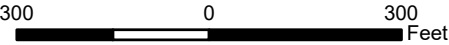


Subject Property





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ZONING CASE
Zoning Case #: Z24-010
Current Zoning: R-1A
Proposed Zoning: C-1
Barber Robert Irrevocable Trust

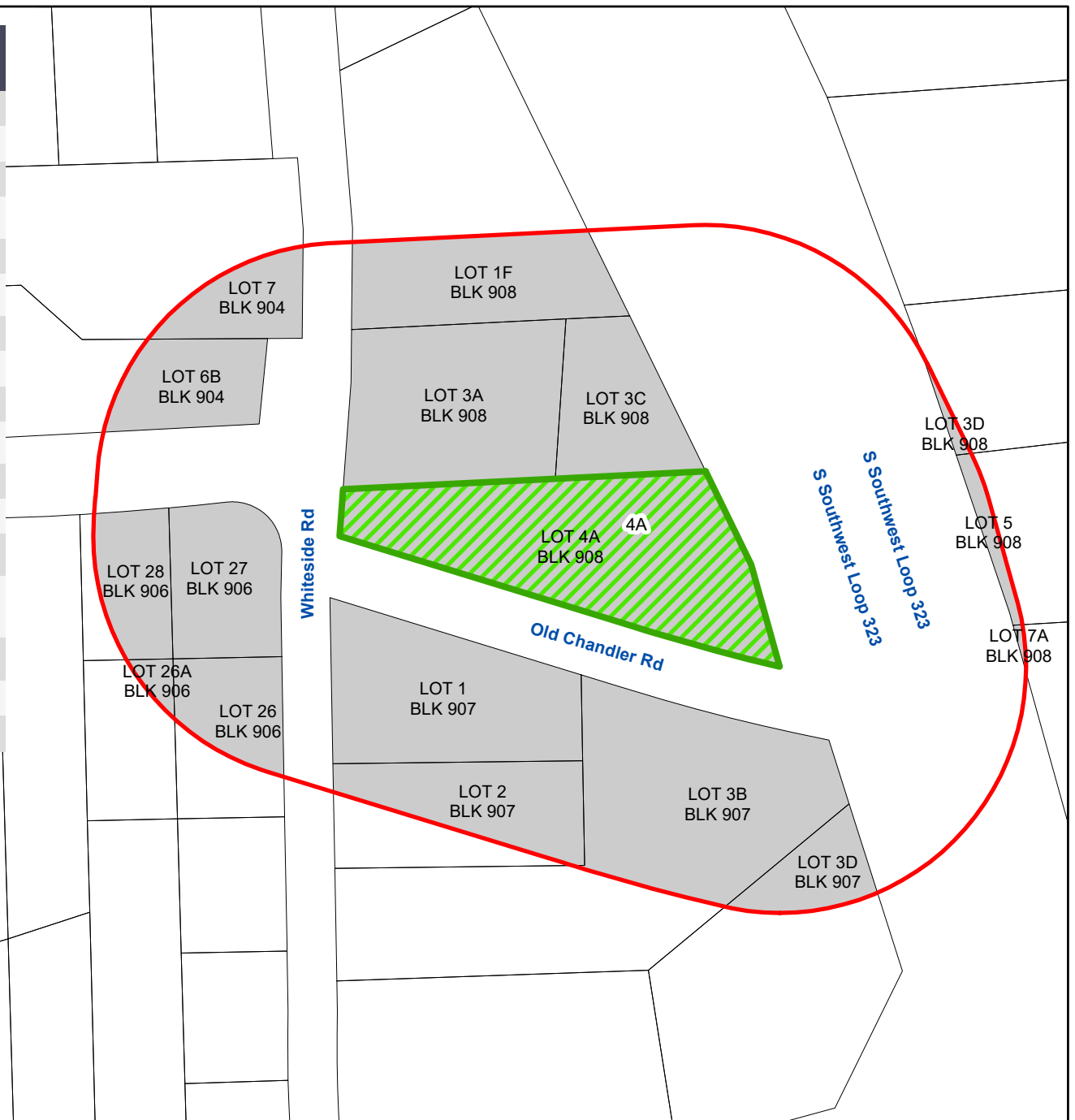


Subject Property



Notification List

907	3D	SHONIYA INC
906	27	BAILEY CLAUDIE LYNN
908	1F	DKT INVESTMENTS LTD
908	4A	BARBER ROBERT IRREVOCABLE TRUST
906	28	BAILEY CLAUDIE LYNN
908	3D	ONCOR ELECTRIC DELIVERY COMPANY LLC
908	3C	DKT INVESTMENTS LTD
908	3A	SUMRALL SAMUAL H
907	I	SCOTT RANDOLPH &
908	7A	ONCOR ELECTRIC DELIVERY COMPANY LLC
906	26	HOME SALVATION I LLC
906	26A	HOME SALVATION I LLC
907	3B	ONCOR ELECTRIC DELIVERY COMPANY LLC
907	2	LOZANO JAVIER & GIL LOZANO & MARIA LOZANO
908	5	ONCOR ELECTRIC DELIVERY COMPANY LLC
904	7	CHAVEZ MARICELA
904	6B	AGUIRRE FLORIVEL



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125 0 125 Feet

ZONING CASE
 Zoning Case #: Z24-010
 Current Zoning: R-1A
 Proposed Zoning: C-1
 Barber Robert Irrevocable Trust



Subject Property



200' Mailed Notification Area





CITY OF TYLER CITY COUNCIL COMMUNICATION



Agenda Number: Z-5

Date: April 24, 2024

Subject: Z24-006 VALDES JOSE LUIS JR (829 LINDSEY LANE)
Request that the City Council consider adoption of an Ordinance approving a zone change from “C-1”, Light Commercial District to “PMXD-1”, Planned Mixed-Use District with final site narrative.

Page: Page 1 of

Item Reference:

The applicant is requesting the zone change to allow for a mixed-use development with a church and residential uses on Lot 20 of NCB 319, one lot containing approximately 0.17 acres of land located at the northeast intersection of Lindsey Lane and South Palace Avenue (829 Lindsey Lane).

According to the Unified Development Code (UDC), the “PMXD-1”, Planned Mixed Use District is primarily intended to implement the Tyler 1st Comprehensive Plan by promoting a mix of residential, retail, and services, office, institutional, park and government uses. The PMXD-1 district is intended for areas near key intersections of major arterial roadways, and other areas with access to a full range of public facilities and infrastructure. All developments created in a PMXD-1 district must be designed and developed in accordance with an approved site development plan or a written narrative detailing the development parameters with sufficient detail that it can be evaluated and submitted for approval to the Planning Commission and City Council. Where narrative is submitted and approved by the City Council, future site plans may be approved by staff when they are consistent with the standards included in the narrative.

According to UDC Section 10-617, the City Council will consider the following approval criteria for zoning changes:

- a. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;
- b. The zoning change is consistent with the Tyler 1st Comprehensive Plan;
- c. The zoning change promotes the health, safety, or general welfare of the city and the safe, orderly, and healthful development of the city;
- d. The zoning change is compatible with the present zoning and/or conforming uses of nearby property and with the character of the neighborhood; and
- e. The property to be rezoned is suitable for uses permitted by the District that would be applied by

the proposed amendment.

In addition to the zoning change criteria above, the City Council will consider the following specific objectives and criteria for approving any type of planned district currently permitted in this code:

- a. A variety of housing types, employment opportunities, or commercial services to achieve a balanced community;
- b. An orderly and creative arrangement of all land uses with respect to each other and to the entire community;
- c. A planned and integrated comprehensive transportation system providing for a separation of pedestrian and vehicular traffic, to include facilities such as roadways, bicycle ways and pedestrian walkways;
- d. The provisions of cultural or recreational facilities for all segments of the community;
- e. The location of general building envelopes to take maximum advantage of the natural and manmade environment; and
- f. The staging of development in a manner which can be accommodated by the timely provision of public utilities, facilities, and services.

According to UDC Section 10-587, the burden of proof or persuasion is on the applicant to show that an application complies with approval criteria.

The adjacent properties to the north and east are zoned “C-1”, Light Commercial District and are undeveloped. The adjacent properties to the south are zoned “R-2”, Two-Family Residential District and are developed with single-family homes. The adjacent property to the west is zoned “R-1B”, Single-Family Residential District and is developed with a commercial retail building.

The Tyler 1st Future Land Use Guide (FLUG) identifies this property as Neighborhood Commercial. This request would amend the FLUG to be Mixed-Use Center.

The applicant is proposing to utilize the property for a mixed-use development with a church and residential units. The property is currently used as a church but has unused space that the applicant intends to use as a duplex. The property also appears to be suited for light retail uses. This zone change would accomplish the Tyler 1st goals of adding new residential units to the North End. The site dimensional standards would apply only to the current building. Redevelopment would require the submittal of a new site plan to be approved by City Council.

On April 2, 2024, the Planning and Zoning Commission held a public hearing for this request. No one spoke in favor or in opposition to the request.

As of Friday, April 12, 2024, of the 24 notices mailed, no notices were returned in favor or in opposition to the request.

All other departments have reviewed the application and anticipate no impact on services and facilities by the proposed rezoning request.

RECOMMENDATION:

The Planning and Zoning Commission by a 7-0 vote recommends approval of the zone change from “C-1”, Light Commercial District to “PMXD-1”, Planned Mixed-Use District with final site narrative.

ATTACHMENTS:

[Ordinance](#)

[Location Map](#)

[Future Land Use Guide Map](#)

[Notification Map](#)

Drafted/Recommended By:

Department Leader

Kyle Kingma, AICP, CFM, Planning Director

Edited/Submitted By:

City Manager

ORDINANCE NO. O-2024-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CHANGING THE ZONING FROM “C-1”, LIGHT COMMERCIAL DISTRICT TO “PMXD-1”, PLANNED MIXED-USE DISTRICT WITH FINAL SITE NARRATIVE ON LOT 20 OF NCB 319, ONE LOT CONTAINING APPROXIMATELY 0.17 ACRES OF LAND LOCATED AT THE NORTHEAST INTERSECTION OF LINDSEY LANE AND SOUTH PALACE AVENUE (829 LINDSEY LANE); DIRECTING THE AMENDMENT OF THE ZONING MAP; DIRECTING THE AMENDMENT OF THE FUTURE LAND USE GUIDE MAP; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Tyler, Texas, and the City Council of the City of Tyler, Texas, in compliance with the Charter and the State law with reference to the zoning ordinance of the City of Tyler, Texas, and zoning map, have given requisite notices by publication and otherwise and after holding a due hearing and affording a full and fair hearing to all the property owners, generally and to the persons interested, situated in the affected area and in the vicinity thereof, the City Council is of the opinion that the zoning change should be made as set forth herein;

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

PART 1: That the following zone change is hereby approved as follows:

I. APPLICATION Z24-006

That the following described property, which has heretofore been zoned “C-1”, Light Commercial District to “PMXD-1”, Planned Mixed-Use District with final site narrative, to wit:

On Lot 20 of NCB 319, one lot containing approximately 0.17 acres of land located at the northeast intersection of Lindsey Lane and South Palace Avenue (829 Lindsey Lane) and in accordance with Final Site Narrative in Exhibit “A” attached hereto and incorporated herein.

PART 2: That the City Manager is hereby ordered and directed to cause the zoning map to be amended to reflect the above described zoning and the Future Land Use Guide to reflect Mixed-Use Center.

PART 3: 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 same are deemed severable for this purpose.

PART 4: That any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished

by a fine as provided in Section 1-4 of the Tyler Code. Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Since this ordinance has a penalty for violation, it shall not become effective until after its publication in the newspaper as provided by Section 85 of the Charter of the City of Tyler, Texas, which date is expected to be April 26th, 2024.

PASSED AND APPROVED this the 24th day of April A.D., 2024.

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

A T T E S T:

APPROVED:

CASSANDRA BRAGER, CITY CLERK

DEBORAH G. PULLUM,
CITY ATTORNEY

ORDINANCE NO. O-2024-
EXHIBIT “A”
FINAL SITE NARRATIVE

Current Zoning: “C-1”

Proposed Zoning: “PMXD-1”

Proposed Uses:

Single-Family Residential, Attached

Two-Family Duplex

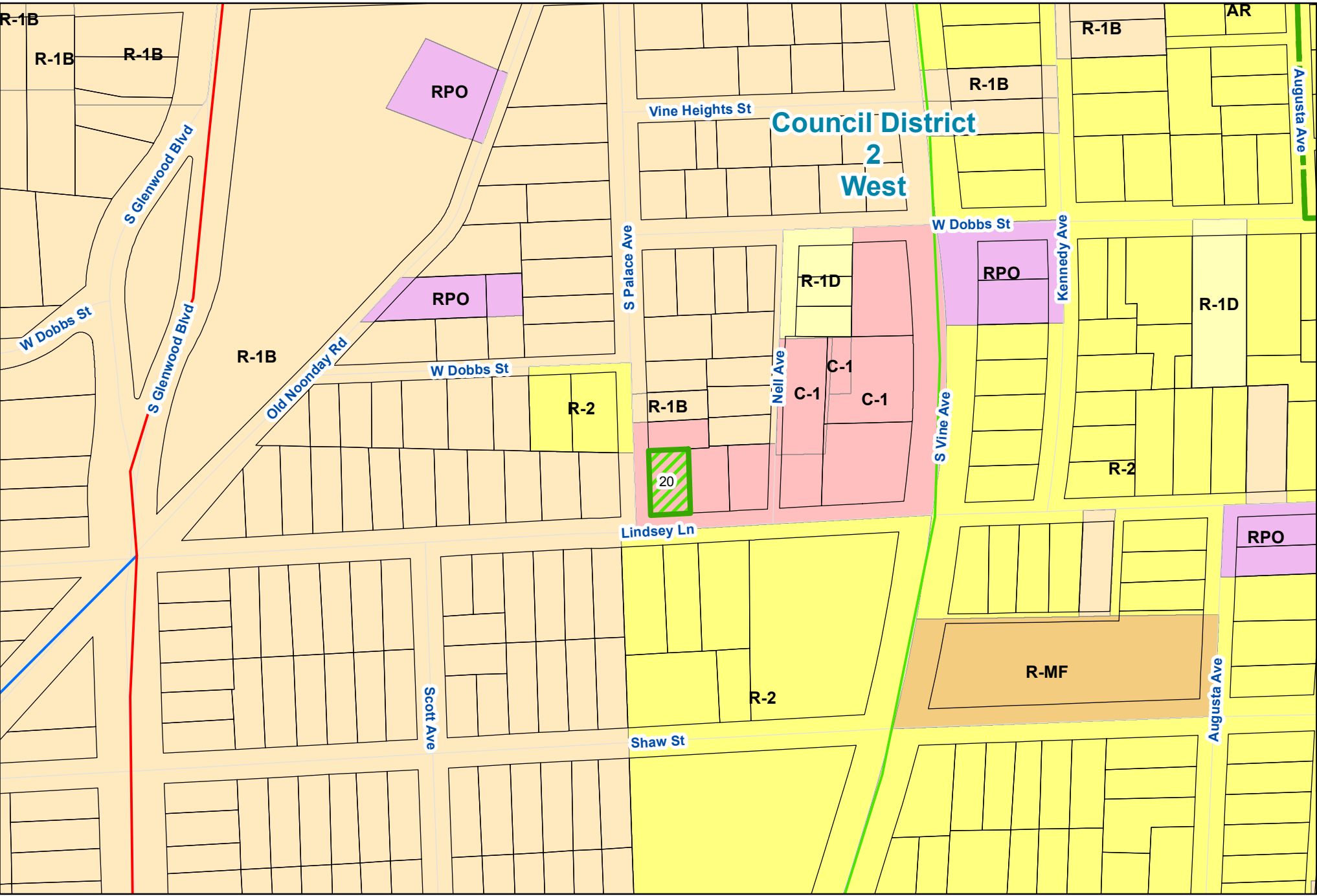
Church, Temple, Synagogue, Mosque

Church Activity/Recreational Center

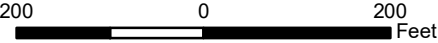
All retail uses permitted within the “C-1” zoning district, not including “Gas Station”

All office uses permitted within the “RPO” zoning district

The site dimensional standards would apply only to the current building. Redevelopment would require the submittal of a new site plan to be approved by City Council.



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ZONING CASE
Zoning Case #: Z24-006
Current Zoning: C-1
Proposed Zoning: PMXD-1
VALDES JOSE LUIS JR



Subject Property





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200 0 200 Feet

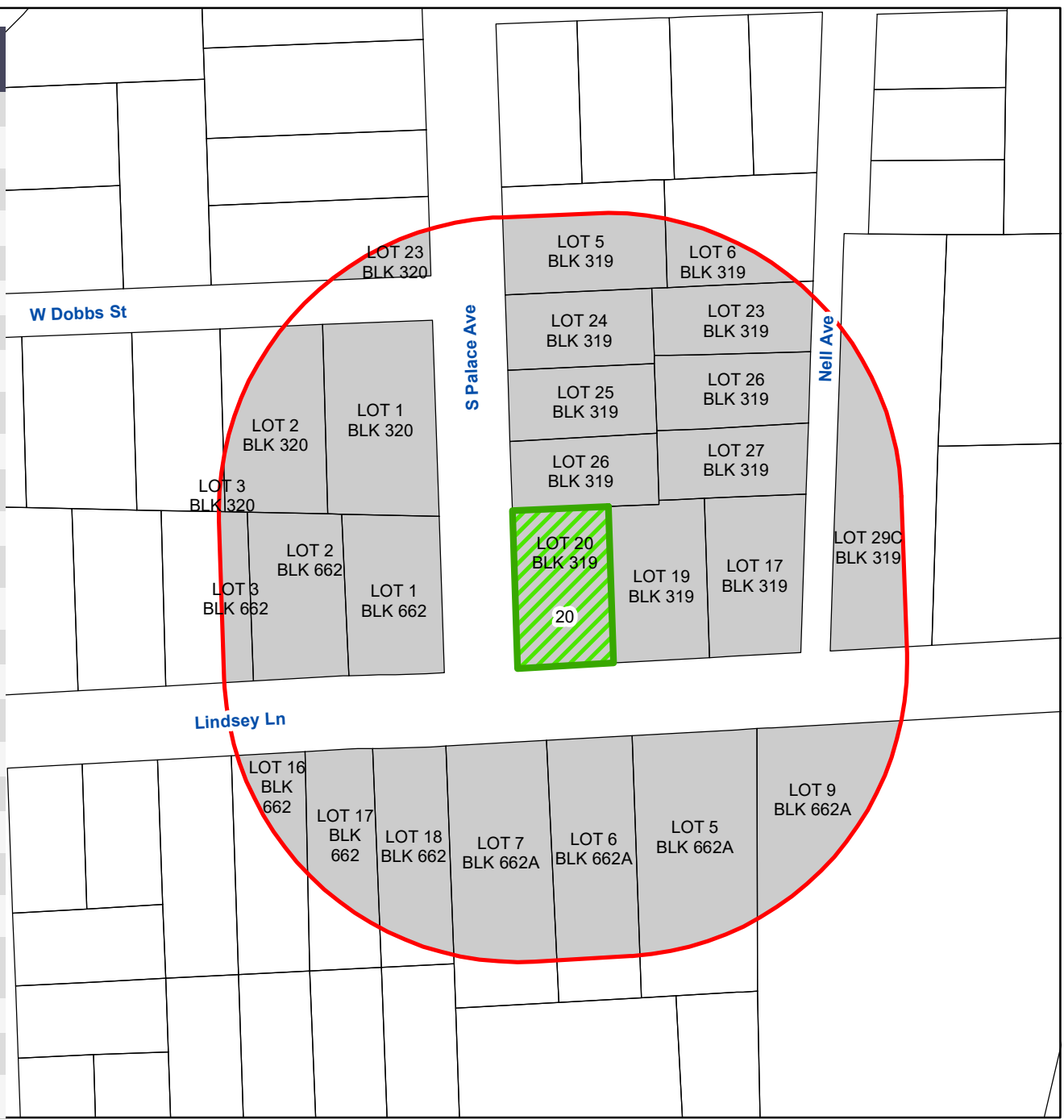
ZONING CASE
 Zoning Case #: Z24-006
 Current Zoning: C-1
 Proposed Zoning: PMXD-1
 VALDES JOSE LUIS JR



Subject Property



N	L	
319	6	LIZALDE LUIS G
319	5	APARICIO RODOLFO F SR & CLAUDIA E
320	23	TERAN-GOMEZ ROBERTO & MARIA VEGA DE TERAN
319	17	HERRELL ANDREW
319	19	HERRELL ANDREW
319	23	MEDINA DANIEL & MARIA
319	24	CANTU RAUL S & NORMA
320	1	ESPARZA SACRAMENTO & MARGARITA
320	2	ESPARZA SACRAMENTO & MARGARITA
320	3	HENDERSON DANIEL H
319	26	CUSTOM BLACK STALLION HOMES LLC
319	25	CANTU RAUL S & NORMA
319	27	GARAY BROTHERS INVESTMENTS LLC
319	26	TSANG SAVOEJUN ASA & SHEILA SERRANO
319	20	VALDES JOSE LUIS JR
662	3	GOMEZ FIDEL & ANDREA
662	2	LUNA AIME STEPHANIE & HECTOR
662	1	MONSVAIS DIANA T
662A	9	TYLER CITY OF
662A	5	ARIZPE GENORA & CONSUELO
662A	6	ZARATE FRANCISCO JAVIER &
662A	7	ARGOTE ALBERTA & JULIANA
662	18	COPELAND ROBERT CAREY & BRUCE ALAN COPELAND &
662	17	CUEVAS ANA R
662	16	RASCON MANUEL C & ADELA H
319	29C	RENTAL CONNECTIONS LLC &



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100 0 100 Feet

ZONING CASE
 Zoning Case #: Z24-006
 Current Zoning: C-1
 Proposed Zoning: PMXD-1
 VALDES JOSE LUIS JR



Subject Property



200' Mailed Notification Area





CITY OF TYLER CITY COUNCIL COMMUNICATION



Agenda Number: Z-6

Date: April 24, 2024

Subject: Z24-007 KIRBY REX (901 NORTH HARRIS AVENUE)
Request that the City Council consider adoption of an Ordinance approving a zone change from “C-1”, Light Commercial District to “DBAC”, Downtown Business, Arts and Culture District.

Page: Page 1 of

Item Reference:

The applicant is requesting the zone change to allow for residential or commercial uses on Lot 6A of NCB 203, one lot containing approximately 0.26 acres of land located at the southeast intersection of Harris Avenue and West Gentry Parkway (901 North Harris Avenue).

According to the Unified Development Code (UDC), the “DBAC”, Downtown Business, Arts and Culture District, is primarily intended to accommodate development and redevelopment in downtown that will create a walkable, mixed-use city center with residential, commercial, entertainment, arts, institutional, park and governmental land uses. The minimum lot area is 2,500 square feet. The minimum height is 25 feet. The maximum building height is 20 stories. The setback requirements are zero feet in the front, zero feet in the rear, zero feet on the interior side and zero feet on the corner side.

According to UDC Section 10-617, the City Council will consider the following approval criteria for zoning changes:

- a. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;
- b. The zoning change is consistent with the Tyler 1st Comprehensive Plan;
- c. The zoning change promotes the health, safety, or general welfare of the city and the safe, orderly, and healthful development of the city;
- d. The zoning change is compatible with the present zoning and/or conforming uses of nearby property and with the character of the neighborhood; and
- e. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.

According to UDC Section 10-587, the burden of proof or persuasion is on the applicant to show that an application complies with approval criteria.

All adjacent properties are zoned “C-1”, Light Commercial District and are developed with a mix of residential and commercial uses.

The adopted Tyler 1st Future Land Use Guide (FLUG) identifies this property as Single-Family and Single-Family Attached. This request would amend the FLUG to High-Density Mixed Use.

The proposed zone change aligns with the Tyler 1st Comprehensive Plan's objectives for development in the North End. The applicant is requesting the zone change in develop the property with residential or commercial uses.

On April 2, 2024, the Planning and Zoning Commission held a public hearing for this request. No one spoke in favor or in opposition to the proposed zone change.

As of Friday, April 12, 2024 of the 16 notices mailed, no notices were returned in favor or in opposition to the request.

All other departments have reviewed the application and anticipate a positive impact on services or facilities by the proposed rezoning request.

RECOMMENDATION:

The Planning and Zoning Commission by a 7-0 vote recommends approval of the zone change from “C-1”, Light Commercial District to “DBAC”, Downtown Business, Arts and Culture District.

ATTACHMENTS:

[Ordinance](#)

[Location Map](#)

[Future Land Use Guide Map](#)

[Notification Map](#)

Drafted/Recommended By:
Department Leader

Kyle Kingma, AICP, CFM, Planning Director

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2024-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CHANGING THE ZONING FROM “C-1”, LIGHT COMMERCIAL DISTRICT TO “DBAC”, DOWNTOWN BUSINESS, ARTS AND CULTURE DISTRICT ON LOT 6A OF NCB 203, ONE LOT CONTAINING APPROXIMATELY 0.26 ACRES OF LAND LOCATED AT THE SOUTHEAST INTERSECTION OF HARRIS AVENUE AND WEST GENTRY PARKWAY (901 NORTH HARRIS AVENUE); DIRECTING THE AMENDMENT OF THE ZONING MAP; DIRECTING THE AMENDMENT OF THE FUTURE LAND USE GUIDE MAP; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Tyler, Texas, and the City Council of the City of Tyler, Texas, in compliance with the Charter and the State law with reference to the zoning ordinance of the City of Tyler, Texas, and zoning map, have given requisite notices by publication and otherwise and after holding a due hearing and affording a full and fair hearing to all the property owners, generally and to the persons interested, situated in the affected area and in the vicinity thereof, the City Council is of the opinion that the zoning change should be made as set forth herein;

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

PART 1: That the following zone change is hereby approved as follows:

I. APPLICATION Z24-007

That the following described property, which has heretofore been zoned “C-1”, Light Commercial District, shall hereafter bear the zoning classification of “DBAC”, Downtown Business, Arts and Culture District, to wit:

On Lot 6A of NCB 203, one lot containing approximately 0.26 acres of land located at the southeast intersection of Harris Avenue and West Gentry Parkway (901 North Harris Avenue).

PART 2: That the City Manager is hereby ordered and directed to cause the zoning map to be amended to reflect the above described zoning and the Future Land Use Guide to reflect High-Density Mixed Use.

PART 3: 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 same are deemed severable for this purpose.

PART 4: That this ordinance shall be effective on and after its date of passage and approval by the City Council.

PASSED AND APPROVED this the 24th day of April A.D., 2024.

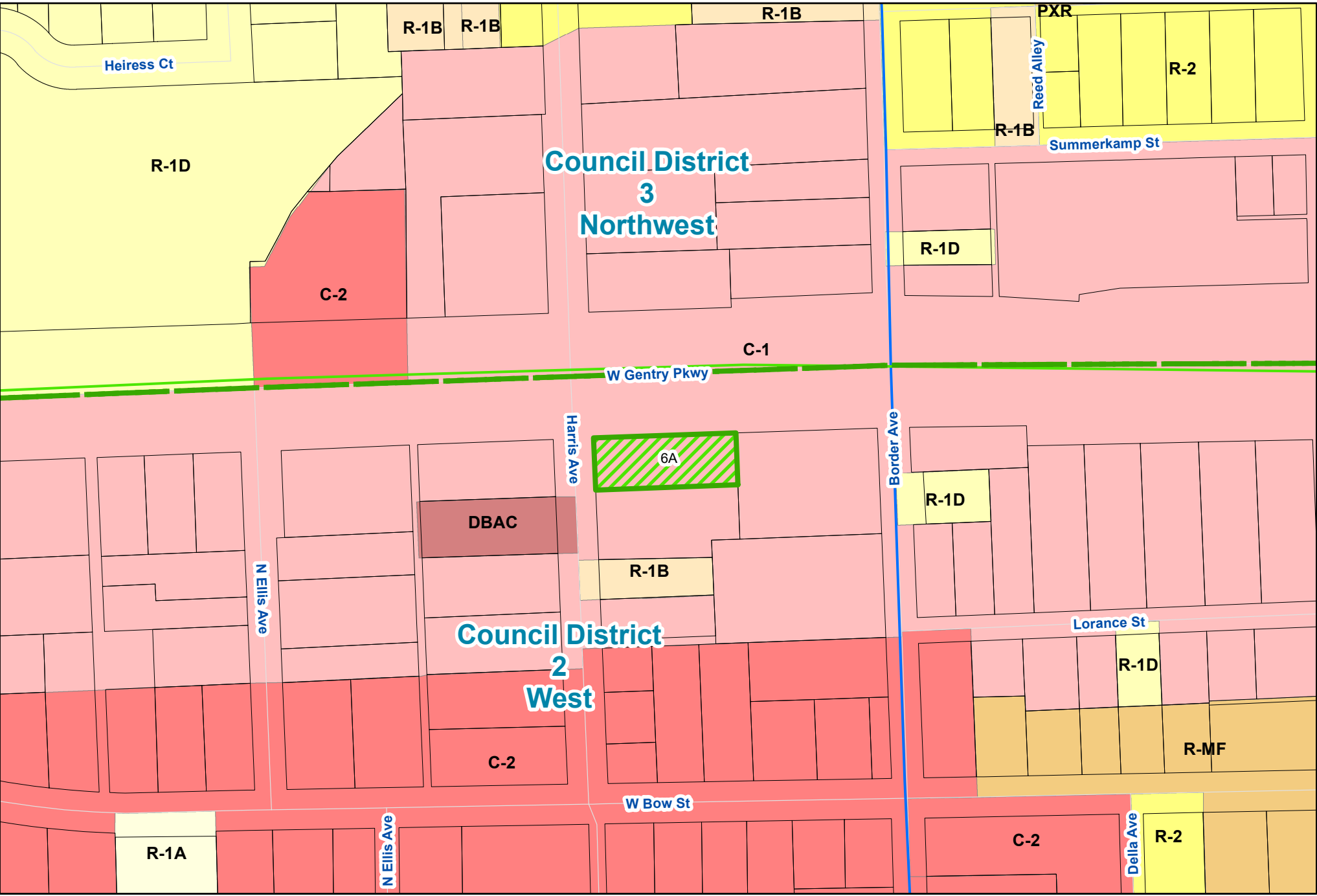
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

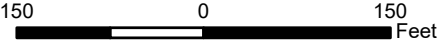
APPROVED:

CASSANDRA BRAGER, CITY CLERK

DEBORAH G. PULLUM,
CITY ATTORNEY



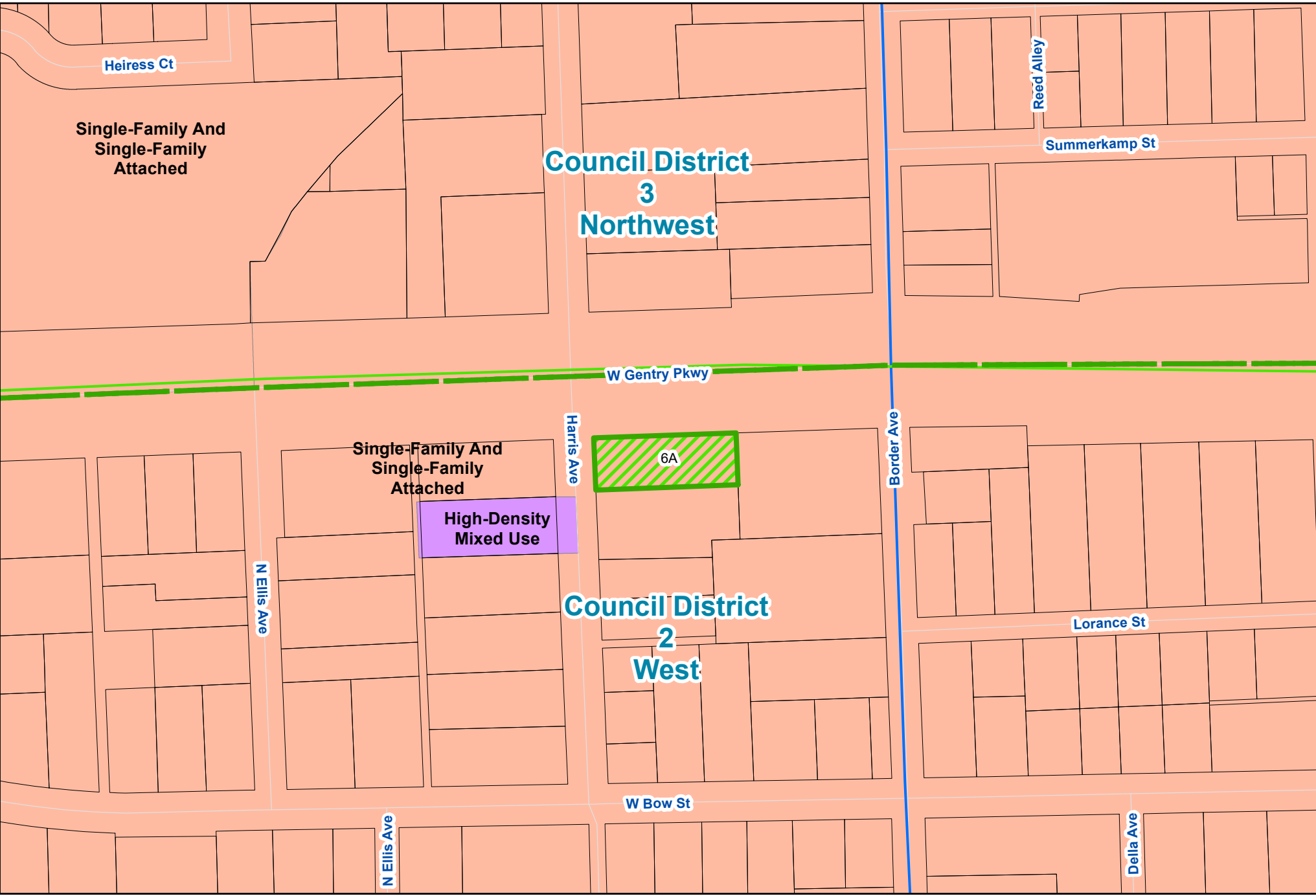
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ZONING CASE
Zoning Case #: Z24-007
Current Zoning: C-1
Proposed Zoning: DBAC
Kirby Rex

-  Subject Property
-  Council District Boundary





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150 0 150 Feet

ZONING CASE
 Zoning Case #: Z24-007
 Current Zoning: C-1
 Proposed Zoning: DBAC
 Kirby Rex



Subject Property



Council District
 Boundary



Notification List

203	10A	RODRIGUEZ CLISERIO
203	24B	902 LLC SERIES OF J&V PARTNERS XXI LLC
203	19	CASTILLO VICTOR & ZENaida
204	9	RODRIGUEZ CLISERIO & MARTHA
203	14	SORIA ABIGAIL MARTINEZ
203	2	FORTUNE FAME LLC
203	1	JOSEPH P MEA & FAMILY PARTNERSHIP LTD
203	6A	KIRBY REX
204	11	OCHOA ALFONSO & IRMA
203	11	BORDER 818 LLC
204	7	CASTILLO SIMON
203	10B	RODRIGUEZ JOSE ROMUALDO & PATRICIA
204	5	IGLESIA APOSTOLICA PUERTA DEL CIELO
203	16	ARTEX REAL ESTATE LLC
203	13	SANCHEZ ADA
203	20	SANCHEZ ADA
206	18	EPSI INC

W Gentry Pkwy

Harris Ave

Border Ave

Lorance St

N Ellis Ave

LOT 11
BLK 204

LOT 9
BLK 204

LOT 7
BLK 204

LOT 5
BLK 204

LOT 1
BLK 203

LOT 2
BLK 203

6A LOT 6A
BLK 203

LOT 24B
BLK 203

LOT 19
BLK 203

LOT 10A
BLK 203

LOT 10B
BLK 203

LOT 11
BLK 203

LOT 20 LOT 13 LOT 14
BLK 203 BLK 203 BLK 203

LOT 16
BLK 203



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100 0 100 Feet

ZONING CASE
Zoning Case #: Z24-007
Current Zoning: C-1
Proposed Zoning: DBAC
Kirby Rex



Subject Property



200' Mailed Notification Area



69



CITY OF TYLER CITY COUNCIL COMMUNICATION



Agenda Number: R-1

Date: April 24, 2024

Subject: Request that the City Council consider the adoption of a Resolution of Support for an affordable housing project proposal for Trailside Estates (15577 County Road 164/Mahar Road).

Page: Page 1 of

Item Reference:

The Federal Home Loan Bank of Dallas (FHLB Dallas) is a part of the Federal Home Loan Bank System, created by an Act of Congress and signed into law by President Herbert Hoover on July 22, 1932, to provide capital for mortgage funding during the Great Depression. The FHLB Dallas has many community programs including the Affordable Housing Program (AHP). AHP funds are intended to assist FHLB Dallas members in financing the purchase, construction and/or rehabilitation of owner-occupied, rental or transitional housing, as well as housing for homeless individuals in their community. AHP funds must be used to benefit households with incomes at or below 80 percent of the median income for the area.

In 2022, City Council approved a resolution of support for the Texas Department of Housing and Community Affairs (TDHCA) 9% tax credit program for the Trailside Estates development planned for 15577 County Road 164/Mahar Road. The project will provide affordable housing for seniors (55+). The project is seeking to obtain additional funding sources and will layer the TDHCA tax credits with the FHLB Dallas AHP funds. Approval of a resolution of support does not compete with the other recently supported TDHCA tax credit projects.

RECOMMENDATION:

It is recommended that the City Council consider the adoption of a Resolution of Support for an affordable housing tax credit project proposal for Trailside Estates (15577 County Road 164/Mahar Road).

ATTACHMENTS:

[Resolution](#)

Drafted/Recommended By:
Department Leader

Heather Nick, AICP, Assistant City Manager

**Edited/Submitted By:
City Manager**

RESOLUTION NO. R-2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, INDICATING SUPPORT FOR THE APPLICATION OF JES DEV CO, INC./TRAILSIDE ESTATES, L.P. AND ITS AFFILIATES, AN AFFORDABLE RENTAL HOUSING DEVELOPMENT KNOWN AS TRAILSIDE ESTATES, TO THE FEDERAL HOME LOAN BANK OF DALLAS FOR AFFORDABLE HOUSING PROGRAM FUNDS AND AUTHORIZING THE MAYOR AND/OR DESIGNATED CITY STAFF TO TAKE ALL NECESSARY OR APPROPRIATE ACTIONS ASSOCIATED THEREWITH; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, it is the intent of the City Council to promote the general public welfare; and

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

WHEREAS, on February 23, 2022, the City Council adopted a resolution of support to the Texas Department of Housing and Community Affairs for the affordable rental housing project known as Celebration Tyler which is now known as Trailside Estates at 15577 County Road 164 in the City of Tyler, Smith County, Texas; and

WHEREAS, JES Dev Co, Inc./Trailside Estates L.P. and its affiliates have proposed the construction of the development of affordable rental housing known as Trailside Estates at 15577 County Road 164 in the City of Tyler, Smith County, Texas; and

WHEREAS, JES Dev Co, Inc./Trailside Estates L.P. and its affiliates have communicated that they intend to submit an application to the Federal Home Loan Bank of Dallas for Affordable Housing Program funding for the Trailside Estates development; and

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

PART 1: That the City of Tyler, acting through its governing body, hereby confirms that it supports the proposed Trailside Estates proposed to be located at 15577 County Road 164 and that this formal action has been taken to put on record the opinion expressed by the City of Tyler on February 23, 2022.

PART 2: That for and on behalf of the governing body, Donald P. Warren, Mayor, and/or designated City Staff, is hereby authorized, empowered and directed to certify this Resolution to the Federal Home Loan Bank of Dallas and to take all other necessary or appropriate steps or actions associated with this development funding.

PART 4: That this Resolution shall be effective immediately upon adoption.

PASSED AND APPROVED, this 24th day of April, A. D. 2024.

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: O-1

Date: April 24, 2024

Subject: Request that the City Council consider adopting an Ordinance amending Tyler City Code Chapter 19, Articles VIII, IX, and X, in order to update quantifiable goals for water usage and water utility data as reported in the City's 5-year Update to the Water Conservation and Emergency Demand Management Plan, as required by the Texas Commission on Environmental Quality and the Texas Water Development Board.

Page: Page 1 of

Item Reference: Item O-4 on 07/27/2005; Item CA5 on 10/22/2014; Item O-1 on 08/28/2019

In November 2005, the Texas Commission on Environmental Quality (TCEQ) mandated that water systems serving the public develop and implement water conservation plans. The City of Tyler, by Ordinance, adopted a Water Conservation and Emergency Demand Management Plan in July 2005.

The TCEQ and the Texas Water Development Board (TWDB) require that all water conservation plans be updated every five years and be implemented through City Ordinance. The Water Conservation and Emergency Demand Management Plans were last updated in 2019. This year's 5-Year update includes updates to the quantifiable goals for water usage and utility data such as: water produced, water sales and per capita water use, all in accordance with TCEQ and TWDB requirements.

RECOMMENDATION:

It is recommended that the City Council adopt an Ordinance amending Tyler City Code Chapter 19, Articles VIII, IX, and X, in order to update quantifiable goals for water usage and water utility data as reported in the City's 5-year Update to the Water Conservation and Emergency Demand Management Plan, as required by the Texas Commission on Environmental Quality and the Texas Water Development Board.

ATTACHMENTS:

[Water Conservation and Drought Emergency Plan](#)

[FINAL Water Conservation and Drought Contingency Plan combined Art. 8 9 10-4.18.24 AE.docx](#)

Drafted/Recommended By:
Department Leader

**Nikki Ingram, P.E., Project Engineer/Kate Dietz, P.E.,
Director of Utilities**

Edited/Submitted By:
City Manager



REVISED DRAFT City of Tyler Water Conservation and Drought Contingency Emergency Demand Management Plan

AVO 56596
March 2024



Firm Registration No. 312

REVISED DRAFT City of Tyler Water Conservation and Drought Contingency Emergency Demand Management Plan

for the

City of Tyler, Texas

Prepared by

Halff

AVO 56596

REVISED DRAFT City of Tyler Water Conservation and Drought Contingency Emergency Demand Management Plan

AVO 56596
March 2024

Table of Contents

1. Introduction	1
2. Water Conservation Plan	1
2.1 Water Conservation Plan	2
2.1.1 Minimum Conservation Plan Requirements for Municipal Water Suppliers	2
2.1.2 Conservation Additional Requirements for Municipal Populations over 5,000	2
2.1.3 Additional Conservation Strategies for Municipal	3
2.1.4 Minimum Conservation Plan Requirements for Industrial Suppliers	3
2.1.5 Minimum Conservation Plan Requirements for Agricultural – Irrigation User	3
2.1.6 Minimum Conservation Plan Requirements for Wholesale Water Suppliers.....	3
2.2 Applicable State, Federal or Other Regulations as a Public Water Supply	4
2.3 Description of Service Areas and Utility Profile	4
2.3.1 Retail and Wholesale Water Supplier Information	4
2.3.2 Industrial Water Supplier Information	5
2.3.3 Agricultural Water Supplier Information.....	5
2.4 Water Conservation Goals and Best Management Practices	7
2.4.1 Water Conservation Goals	7
2.4.2 Best Management Practices	11
2.5. Conservation Measures	11
2.5.1 Public Education and Information	11
2.5.2 Record Management System.....	12
2.5.3 Leak Detection Program	12
2.5.4 System Water Audit & Water Loss	13
2.5.5 Metering of All Connections and Retrofit of Existing Connections	14
2.5.6 Existing Water Rate Structure.....	14
2.5.7 Plumbing Codes	15
2.5.8 Practices and Measures to account for Water Diverted.....	15
2.5.9 Industrial Alternate Sources and Reuse of Process Water	15
2.5.10 Agricultural Conservation Methods	16
2.5.11 Prohibition on Wasting Water.....	16
2.5.12 Reservoir System Operations	16
2.5.13 Means of Implementation and Enforcement.....	16
2.5.14 Requirement for Water Conservation Plans by Wholesale Customers	16
2.5.15 Annual Reporting & Coordination.....	17

2.6 Potential Future Conservation Measures	17
2.6.1 Landscape Water Management	17
2.6.2 Reuse and Recycling of water	18
3. Drought Contingency Plan	18
3.1 Water System Profile	18
3.2 Public Information and Education.....	19
3.3 Initiation and Termination of Drought Response Stages.....	19
3.3.1 Initiation Procedures	19
3.3.2 Termination of Curtailment.....	20
3.3.3 Modification, Deletion and Amendment.....	20
3.4 Drought Response Stages	20
3.4.1 Stage 1 - Mild Water Shortage Conditions	20
3.4.2 Stage 2 - Moderate Water Shortage Conditions.....	21
3.4.3 Stage 3 - Severe Water Shortage Conditions	23
3.5 Procedures for Enforcing Mandatory Water Use Measures.....	25
3.5.1 Drought Contingency Surcharge.....	25
3.6 Variance Procedure	25
4. Emergency Demand Management Plan.....	25
4.1 Emergency water shortage Condition	25
4.2 Wholesale Water Customer	26
4.3 Procedures for Enforcing Mandatory Water Use Measures.....	27
4.3.1 Emergency Water Shortage Condition Surcharge.....	27
4.4 Variance Procedure	27
5. Adoption of Water Conservation, Drought Contingency and Emergency Demand Management Plans	28
5.1 Council Adoption of Plan.....	28
5.2 Means of Implementation.....	28

List of Tables

Table 1: Wholesale Customer Contracted Amounts.....	4
Table 2: Municipal GPCD Goals	10
Table 3: Wholesale GPCD Goals	10
Table 4: Meter Information	14
Table 5: Minimum Monthly Meter Charges (Non-Industrial Classes).....	14
Table 6: Minimum Monthly Meter Charges (Industrial Class)	15
Table 7: Wholesale Connections.....	27

List of Figures

Figure 1: Service Area Map.....	6
Figure 2: Total Municipal Usage.....	8
Figure 3: Residential Usage	8
Figure 4: Water Loss.....	9
Figure 5: Wholesale Usage	9

List of Appendices

- Appendix A: TCEQ and TWDB Required Forms
Appendix B: Adopted Ordinance

List of Acronyms

BMP.....	Best Management Practices
CCN.....	Certificate of Convenience and Necessity
EPA	Environmental Protection Agency
HB.....	House Bill
ILI.....	Infrastructure Leakage Index
GPCD	Gallons per Capita per Day
MGD	Million Gallons per Day
RWPG	Regional Water Planning Group
SB.....	Senate Bill
TAC	Texas Administrative Code
TDH	Texas Department of Health
TCEQ.....	Texas Commission on Environmental Quality
TWDB	Texas Water Development Board
TWU	Tyler Water Utility Department
UNRMWA	Upper Neches River Municipal Water Authority
WTP.....	Water Treatment Plant
WWC	Wholesale Water Customers
WWTP	Wastewater Treatment Plant

1. Introduction

Tyler Water Utilities (TWU) recognizes the importance of water conservation and drought readiness. Water Conservation, Drought Contingency and Emergency Demand Management Plans aim to safeguard water supply, promote responsible water usage, and provide sustainable access to potable water for all residents, businesses, and wholesale customers. Extreme heat throughout recent summers has highlighted the importance of the efficient use of existing supplies.

The purpose of the Water Conservation, Drought Contingency and Emergency Water Management Plan (subsequently referred to as the Plan) is as follows:

- To conserve the available water supply in times of drought and emergency
- To maintain supplies for domestic water use, sanitation, and fire protection
- To maintain and improve efficient water usage
- To protect and preserve public health, safety, and welfare
- To minimize the adverse impacts of water supply shortages
- To minimize the adverse impacts of emergency water supply conditions.

2. Water Conservation Plan

City of Tyler Code Section XX-XX outlines the legislative history and requirements for water conservation planning in Texas. The 69th Texas Legislature passed House Bill 2 (HB 2) and House Joint Resolution 6 in 1986, mandating the adoption of Water Conservation Plans and Emergency Demand Management Plans by political subdivisions. HB 2 was later approved by Texas voters in 1995, becoming an amendment to the Texas Constitution. In 2002, the State of Texas adopted the State Water Plan, which emphasizes the importance of water conservation for future needs.

In 2003, the 78th Texas Legislature established the Water Conservation Implementation Task Force through Senate Bill 1094 (SB 1094). This task force reviewed and recommended water conservation programs, including the development of a BMPs guide for use by RWPGs and political subdivisions responsible for water delivery service. These actions enabled the TCEQ and the TWDB to develop BMPs guidelines, as directed by Task 1 Section 3 of SB 1094, for water providers to consider while updating their Water Conservation and Emergency Demand Management Plans.

House Bill 2660 directed the TWDB and the TCEQ to identify quantified target goals for water conservation for water suppliers and other entities. In 2007, House Bill 4 amended the Texas Water Code, requiring retail public utilities with 3,300 or more connections to submit a Water Conservation Plan to the TWDB and the TCEQ.

The passage of these legislative acts reflects the recognition of the importance of water conservation by Texas officials, the EPA, and other state and federal agencies. Water Conservation Plans must be updated every five years, with annual reports regarding the effectiveness of the BMPs adopted. These plans must include specific targets and goals developed by utilities using BMPs or other strategies to reduce water waste, loss, and consumption. Utilities are also required to set specific quantifiable targets and goals for water

conservation, with trigger points in the Drought Contingency Plan for the implementation and cancellation of drought stages. The required goals are to be quantifiable and based on municipal and residential use in GPCD.

In 2013, Senate Bill 857 established a requirement for reporting a Water Loss Report. Conservation of water is deemed necessary to meet future needs with this valuable resource. TWU provides annual reports on BMP effectiveness to the Regional Water Planning Group, TCEQ, and the TWDB.

2.1 WATER CONSERVATION PLAN

TCEQ established regulations for developing water conservation plans for municipal public water suppliers, industrial suppliers, agricultural suppliers, and wholesale water suppliers in Title 30, Part 1, Chapter 288, Subchapter A, Rules 288.2, 288.3, 288.4, and 288.5 of the TAC. According to these rules, a water conservation plan is defined as "A strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water." This conservation plan addresses the elements outlined in the TCEQ water conservation rules. TWU acts as a retail and wholesale water provider.

2.1.1 Minimum Conservation Plan Requirements for Municipal Water Suppliers

The minimum requirements in the TAC for Water Conservation Plans for Public Retail Water Suppliers are covered in this report as follows:

- 288.2(a)(1)(A) – Utility Profiles – Section 2.3.1 and Appendix A
- 288.2(a)(1)(B) – Record Management System – Section 2.5.2
- 288.2(a)(1)(C) – Specific, Quantified Goals – Section 2.4.1
- 288.2(a)(1)(D) – Accurate Metering – Section 2.5.5
- 288.2(a)(1)(E) – Universal Metering – Section 2.5.5
- 288.2(a)(1)(F) – Determination and Control of Water Loss – Section 2.5.4
- 288.2(a)(1)(G) – Public Education and Information Program – Section 2.5.1
- 288.2(a)(1)(H) – Non-Promotional Water Rate Structure – Section 2.5.6
- 288.2(a)(1)(I) – Reservoir System Operation Plan – Section 2.5.12
- 288.2(a)(1)(J) – Means of Implementation and Enforcement – Section 2.5.13
- 288.2(a)(1)(K) – Coordination with RWPGs – Section 2.5.15
- 288.2(c) – Review and Update of Plan – Section 5.1

2.1.2 Conservation Additional Requirements for Municipal Populations over 5,000

The TAC includes additional requirements for water conservation plans for drinking water supplies serving a population over 5,000:

- 288.2(a)(2)(A) – Leak Detection, Repair, and Water Loss Accounting – Section 2.5.3, 2.5.4 & 2.5.5
- 288.2(a)(2)(B) – Requirement for Water Conservation Plans by Wholesale Customers – Section 2.5.14

2.1.3 Additional Conservation Strategies for Municipal

The TAC lists additional conservation strategies, which may be adopted by suppliers but are not required. Additional strategies adopted by TWU at this time include the following:

- 288.2(a)(3)(B) – Ordinances, Plumbing Codes or Rules on Water-Conserving Fixtures – Section 2.5.7

2.1.4 Minimum Conservation Plan Requirements for Industrial Suppliers

The minimum requirements in the TAC for Water Conservation Plans for Industrial Water Suppliers are covered in this report as follows:

- 288.3(a)(1) – Description of Production Process – Section 2.3.2
- 288.3(a)(2) – Specific, Quantified Goals – Section 2.4.1
- 288.3(a)(3) – Accurate Metering – Section 2.5.5
- 288.3(a)(4) – Leak Detection, Repair, and Water Loss Accounting – Section 2.5.3, 2.5.4 & 2.5.5
- 288.3(a)(5) – Water Use Efficiency – Section 2.5.9
- 288.3(a)(6) – Conservation Methods – Section 2.5.9
- 288.3(b) – Review and Update of Plan – Section 5.1

2.1.5 Minimum Conservation Plan Requirements for Agricultural – Irrigation User

The minimum requirements in the TAC for Water Conservation Plans for Industrial Water Suppliers are covered in this report as follows:

- 288.4(a)(2)(A) – Description of Irrigation Production Process – Section 2.3.3
- 288.4(a)(2)(B) – Description of Irrigation Method – Section 2.3.3
- 288.4(a)(2)(C) – Accurate Metering – Section 2.5.5
- 288.4(a)(2)(D) – Specific, Quantified Goals – Section 2.4.1
- 288.4(a)(2)(E) – Water Conserving Irrigation Methods – Section 2.5.10
- 288.4(a)(2)(F) – Leak Detection, Repair, and Water Loss Accounting – Section 2.5.3, 2.5.4 & 2.5.5
- 288.4(a)(2)(G) – Schedule of Timing – Section 2.3.3
- 288.4(a)(2)(H) – Land Improvements – Section 2.5.10
- 288.4(a)(2)(I) – Tailwater Recovery and Reuse – Section 2.5.10
- 288.4(a)(2)(J) – Conservation Methods – Section 2.5.10
- 288.4(c) – Review and Update of Plan – Section 5.1

2.1.6 Minimum Conservation Plan Requirements for Wholesale Water Suppliers

The minimum requirements in the TAC for Water Conservation Plans for Wholesale Water Suppliers are covered in this report as follows:

- 288.5(1)(A) – Description of Service Area – Section 2.3.1 and Appendix A
- 288.5(1)(B) – Specific, Quantified Goals – Section 2.4.1
- 288.5(1)(C) – Measure and Account for Water Diverted – Section 2.5.8
- 288.5(1)(D) – Monitoring and Record Management Program – Section 2.5.2
- 288.5(1)(E) – Program of Metering and Leak Detection and Repair – Section 2.5.3 & 2.5.5
- 288.5(1)(F) – Requirement for Water Conservation Plans by Wholesale Customers – Section 2.5.14

- 288.5(1)(G) – Reservoir System Operation Plan – Section 2.5.12
- 288.5(1)(H) – Means of Implementation and Enforcement – Section 2.5.13
- 288.5(1)(I) – Coordination with RWPG – Section 2.5.15
- 288.5(3) – Review and Update of Plan– Section 5.1

2.2 APPLICABLE STATE, FEDERAL OR OTHER REGULATIONS AS A PUBLIC WATER SUPPLY

TWU must abide by the rules and regulations of the following agencies:

- TCEQ
- TWDB
- TDH
- EPA

2.3 DESCRIPTION OF SERVICE AREAS AND UTILITY PROFILE

2.3.1 Retail and Wholesale Water Supplier Information

TWU provides retail water and sewer service to approximately 107,000 retail customers and wholesale treated water to three wholesale customers. The three wholesale water customers serve approximately 18,161 people. The retail service area covers about 57 square miles and the wholesale service area covers about 52 square miles. The City of Tyler also has approximately 710 miles of mainline in their service area. The wholesale customer and their contracted amounts are shown in Table 1. TWU's service areas are shown in the service area map in Figure 1.

Table 1: Wholesale Customer Contracted Amounts

Wholesale Customer	Contracted Amount (MGD)
Walnut Grove Water Supply Corporation	1.2
City of Whithouse	1.0
Community Water Supply Corporation	0.320

TCEQ and TWDB water utility profiles and forms for retail and wholesale suppliers are located in Appendix A.

TWU has two water treatment plants (WTPs). Golden Road WTP is supplied by Lake Tyler and Lake Tyler East with a capacity to treat 28 MGD. Lake Palestine WTP is supplied by Lake Palestine with a capacity to treat 30 MGD. These lakes comprise the City's water supply sources. TWU currently uses 28 MGD of its water rights from Lake Tyler / Lake Tyler East. TWU has a contract with Upper Neches River Municipal Water Authority (UNRMWA) to purchase up to 60 MGD of raw water from Lake Palestine to fulfill treatment capacity but only uses 30 MGD at this time. The maximum pumping capacity at Golden Road WTP is 38 MGD and the max pumping capacity at Lake Palestine WTP is 50 MGD. However, the high service pump stations are not intended to operate at peak capacity for extended periods of time.

TWU also has two wastewater treatment plants (WWTP) for the service area, Westside WWTP and Southside WWTP. Westside WWTP has an average flow of 13 MGD and 2-hour peak flow capacity of 32.5 MGD. Southside WWTP has an average flow of 9 MGD and 2-hour peak flow capacity of 22.5 MGD.

2.3.2 Industrial Water Supplier Information

TWU serves as an industrial water supplier to industrial water customers comprising approximately 10 percent of its customer base. Industrial use involves incorporating water into processes to enhance product development or generate power through non-hydroelectric means, excluding agricultural use. City staff encourages industrial customers to use water efficiently and adopt conservation measures where applicable. The opportunity for potential industrial water savings is expected to be minimal for TWU's industrial customers.

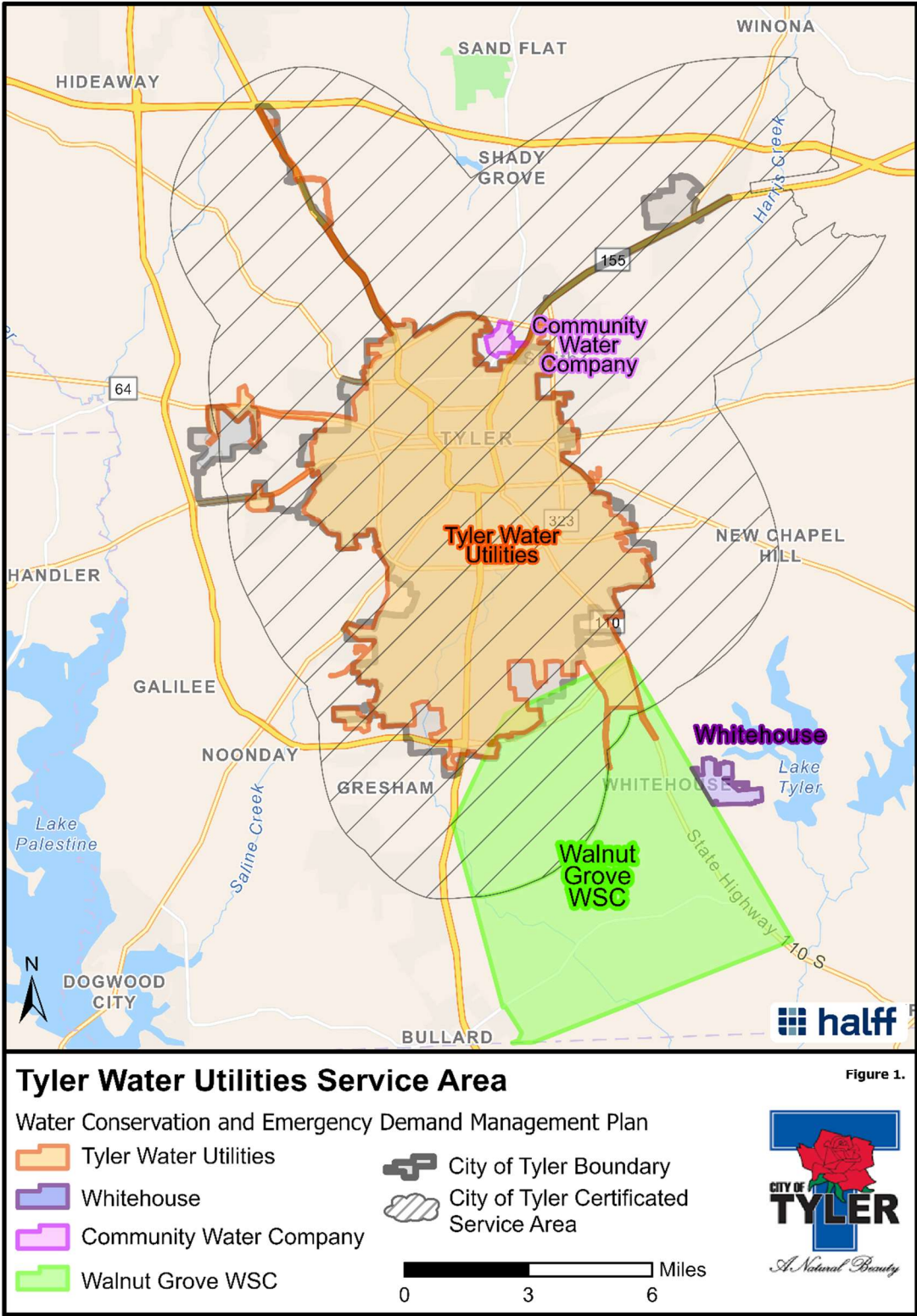
City of Tyler's Ten Highest Volume Users

1. Delek
2. Walnut Grove
3. Southern Utilities
4. L & C Brothers, LLC
5. Cumberland Place Apartments
6. UT Tyler
7. Caldwell Zoo
8. Trane
9. Mother Frances
10. Alpine Creek Apartments

2.3.3 Agricultural Water Supplier Information

TWU has one agricultural customer, Cascades Country Club. Tyler Water Utilities categorizes this usage as agriculture because the Country Club withdraws raw water from Lake Bellwood for irrigation purposes. The country club utilizes an irrigation system to irrigate golf courses and other vegetation on the property. The Country Club practices water conservation strategies, such as watering in the evenings instead of middle of the day.

Figure 1: Service Area Map



2.4 WATER CONSERVATION GOALS AND BEST MANAGEMENT PRACTICES

Utilization of all State resources is dictated if affordable development is to occur on a statewide basis. Water, a basic human need, plays a major factor in development. TWU should conserve and use water efficiently to meet its future needs. This plan emphasizes residential and customer education to meet current and future water needs.

The plan has been prepared using current TCEQ and TWDB guidelines that have been developed to meet State and Federal regulations. Previously, TWU included the Water Conservation Plan and its components into the City's code of ordinances in Section 19-300 Article X. This ordinance is amended to reflect the updated Water Conservation Plan. A copy of the updated ordinance is included in Appendix B.

The City of Tyler **code section ##-##** outlines that system improvements will be developed from study and evaluation of existing conditions to establish a specific program for meeting desired goals. BMPs have been implemented to aid in the reduction of per capita water usage to meet state established targets that reduce water waste, loss, and consumption. TWU has established quantifiable goals based on municipal and residential use in GPCD.

2.4.1 Water Conservation Goals

Retail and Wholesale Goals

TWU, through customer education, city maintenance and operation, and implementation of planning elements, had established 5-year and 10-year goals for the reduction of water waste, water loss and usage for municipal retail and wholesale water provider in its 2019 plan.

Figures 2 through 4 show the trend of the actual water usage in GPCD values for retail use for total municipal, residential, and water loss. Figure 5 shows the trend of the wholesale water usage in GPCD. These graphs were used to determine the projected 5- and 10-year goals.

Figure 2: Total Municipal Usage

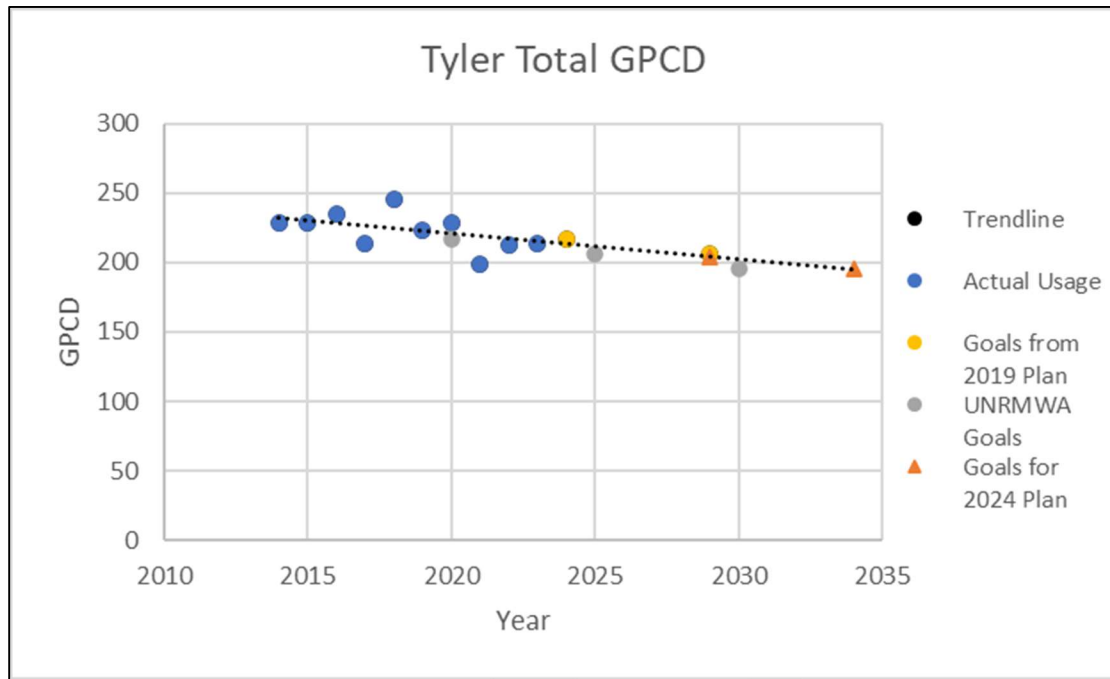


Figure 3: Residential Usage

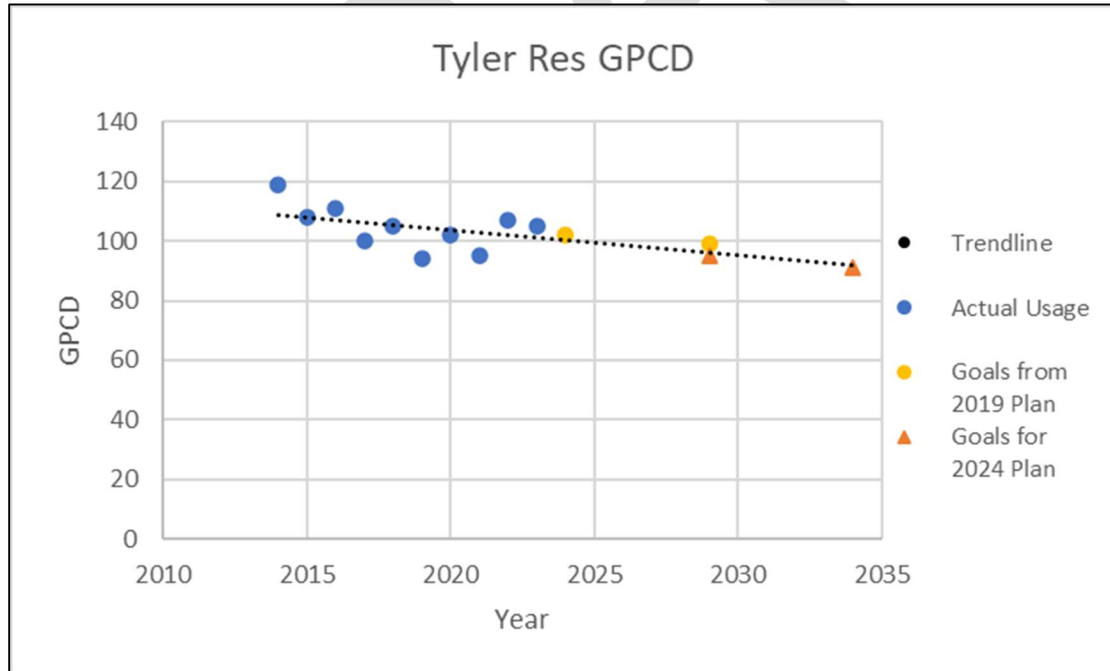


Figure 4: Water Loss

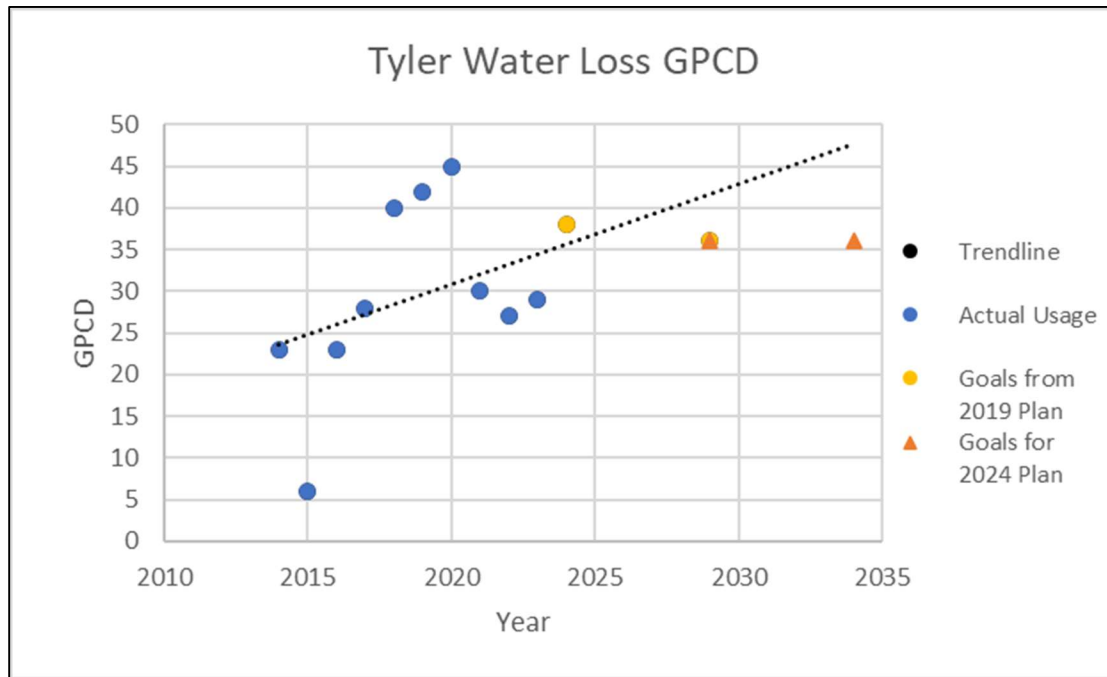
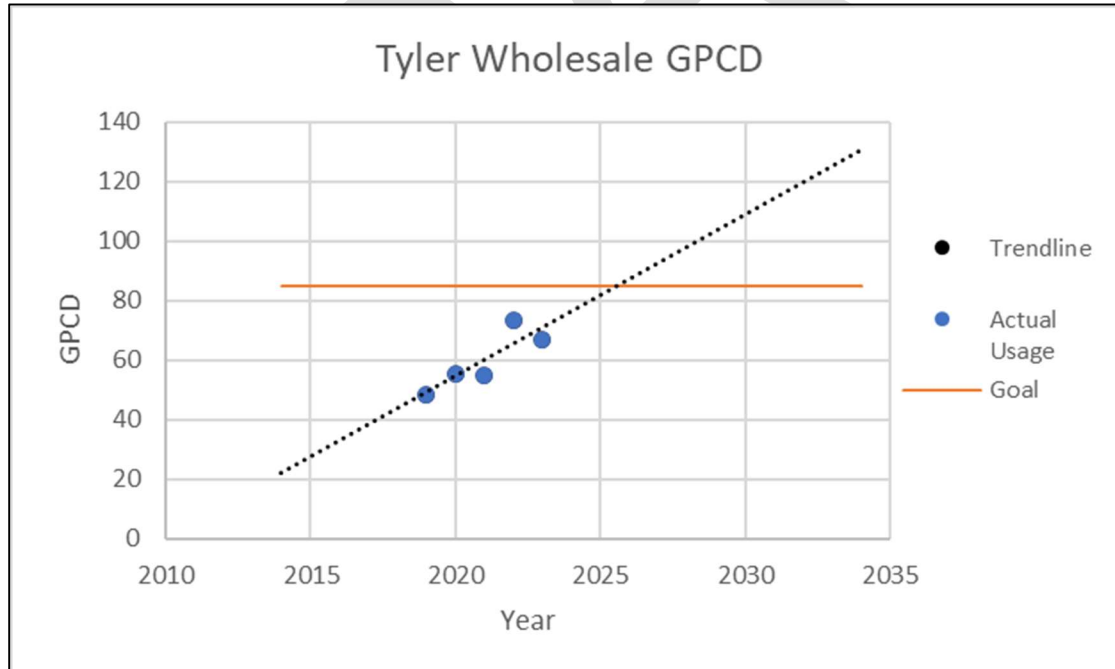


Figure 5: Wholesale Usage



Using the information presented in Figures 2 through 4, the 5-year and 10-year goals have been updated to reflect the trendline that TWU is experiencing with its current water usage. Tables 2 and 3 contain a comparison of municipal and wholesale water use in 2024, 2029, and 2034.

Table 2: Retail Municipal 5-Year and 10-Year GPCD Goals

Category	Units	Actual 2023 Usage	2029 Updated 5-YR Goal	2034 10-YR Goal
Average Municipal Water Use	GPCD	214	204	195
Average Residential Water Use	GPCD	105	95	91
Average Water Loss	GPCD	29	36	36

The total municipal and residential usage has been historically decreasing (Figures 2 through 4) and the goals are updated to reflect the current projected goals for 2029 and 2034. The average water loss is currently showing a trend that is increasing; however, the goals reflect the City's desire for the average water loss to decrease and flatten the increasing trend. TWU's new asset management program will also combat water loss with additional monitoring, increased leak detection, and improved maintenance documentation.

Table 3: Wholesale 5-Year and 10-Year GPCD Goals

Category	Units	Actual 2023 Usage	2029 Updated 5-YR Goal	2034 10-YR Goal
Average Wholesale Water Use	GPCD	67	70	68
Average Water Loss	GPCD	29	36	34

The wholesale water usage is currently increasing each year based on historical data (Figure 5). The goal for wholesale water usage is to not exceed 85 GPCD.

Industrial Goals

Setting goals for industrial water usage is not feasible because TWU lacks detailed information on how each industrial customer uses water in their processes. Without this information, it is not possible to establish meaningful goals. Additionally, the industrial customer base represents only a small percentage of TWU's overall customer base. The largest customer bases for TWU are its commercial and residential customers.

Agricultural Goals

TWU's agricultural customer, Cascades Country Club, maintains an irrigation system for their golf course and there are no future water savings currently anticipated. Therefore, it is not

applicable for TWU to set goals for agricultural. TWU encourages reducing water waste, improving the efficiency of irrigation practices, and mitigating the environmental impact of agricultural activities when applicable.

2.4.2 Best Management Practices

TWU's proactive approach to water conservation, encompassing customer education, efficient city maintenance and operation practices, and strategic planning, has led to the establishment of ambitious goals for reducing water waste, loss, and usage. These goals, updated with recent utility data, aim to steadily decrease municipal and residential water consumption as well as minimize water loss over the next five and ten years. Achieving these targets not only contributes significantly to water conservation efforts but also enhances TWU's ability to accommodate future growth without the immediate need for costly expansions. If necessary, TWU has the ability to expand the Lake Palestine Water Treatment Plant to accommodate future growth in the service area.

Every five years, TWU evaluates and updates the BMPs for municipal and wholesale water customers. The following are the BMPs that have been adopted and implemented by TWU in this updated plan:

BMPs for Municipal Water Providers:

- Conservation Coordinator
- Education & Public Awareness
- System Water Audit and Water Loss
- Metering of All Connections and Retrofit of Existing Connections
- Plumbing Codes
- Prohibition on Wasting Water
- Reuse for Plant Washdown
- Reuse for Chlorination / Dichlorination

2.5. CONSERVATION MEASURES

2.5.1 Public Education and Information

TWU provides its customers with recommendations for reducing water consumption. The current education program consists of the following activities:

- Updating the water conservation section of TWU's webpage.
- Providing brochures on outdoor household use, car washing, and lawn watering at the TWU office and on TWU's website.
- Informing new customers of TWU's Conservation Program and providing them with the Homeowner's Guide upon request.
- Utilizing resource materials from TCEQ, TWDB and other agencies to distribute water conservation information.
- Producing and distributing 4,400 take-home folders with information on water, storm drain, pesticide, and water conservation information to elementary schools in Tyler Independent School District students, aiming to reach 10% of students annually.
- Providing educational tours of water and wastewater treatment facilities for area high schools, colleges, groups, and clubs by request.

The education program is a long-term investment in TWU's customers. The conservation education program instructs customers on water-saving methods to reduce water usage and save money. These practices include adjusting watering schedules to the most efficient times and using appropriate conservation strategies.

The public can also attend City Council meetings which meets on a regular basis on the 2nd and 4th Wednesday of each month at 9:00 am. These meetings are open to the Public, and the public is given an opportunity to speak and voice their views and opinions.

TWU provides education and resources to wholesale customers as well to help them reduce water consumption and implement water conservation techniques.

2.5.2 Record Management System

TWU has a record management system which allows for the classification of water sales and uses into a variety of categories, including the sectors required by the TAC (clauses (i)- (vi) of (30 TAC 288.2 (a) (1)(B)):

1. Residential
 - a. Single family
 - b. Multi family
2. Commercial
3. Institutional
4. Industrial
5. Agricultural/ Irrigation
6. Wholesale

2.5.3 Leak Detection Program

TWU estimates that unaccounted for water can be reduced by approximately one percent (1%) per year through its leak detection program. The city-wide meter replacement program has enabled TWU staff to proactively identify meters that appear to be misreporting water usage or providing unexpected numbers alerting staff of potential water leaks. TWU staff investigate these situations to determine additional steps that may be required to resolve the concern.

TWU's leak detection program involves various activities to identify and address leaks promptly. This includes citizens reporting leaks, meter readers conducting leak detection, regular checks and maintenance of production, pumping, and storage facilities, and swift response from water utility staff to address reported issues.

The leak detection program includes:

- A utility system water model assesses large water loss amounts, system pressures and pressure zones. TWU updates the model with new connections on a regular basis.
- Staff continue to be conservation minded in the operating pressures of the water system. The pressures will differ depending on the season, topography, fire demand, and elevated storage tank levels. Maintaining water pressure without exceeding pipeline designs reduces the likelihood of a water line break due to high pressure.
- TWU staff perform regular inspections on water mains, fittings, connections, and fire hydrants. TWU addresses water leaks identified from these visual inspections.
- TWU trains all staff on its leak detection program during on boarding.
- Staff performs regular inspections of the water mains and connections.

- TWU staff estimate the volume of water losses associated with leaks based on the time from report to repair.
- Customer reports regarding water leaks are documented and investigated. Repairs are made, as appropriate. Staff estimate the volume of water lost and document the information in the work order system as a service request. TWU can track the request and document the repairs if needed. TWU receives about 200 reports from residents each year.

All meter readers and maintenance employees are trained to perform visual inspections for leak detection as part of their onboarding training when they begin their employment with TWU. A previously implemented citywide meter change-out program has been completed. Unfortunately, the new meters did not provide the expected results and the City did not recognize the anticipated water savings. Therefore, the City has embarked on another meter repair and replacement program using a different type of meter. Additionally, the City responds to meter malfunctions or complaints as reported. The meter program also includes:

- Meters are tested annually and must be within 5% accuracy.
- All municipal connections are metered for increased accuracy of water use.
- A street cleaner water use tracking method has been established to track and document water used for street cleaning purposes.
- Unauthorized taps or water thefts are assessed a charge for the illegal tap, and TWU disconnects the illegal tap.

2.5.4 System Water Audit & Water Loss

TWU conducts a system water audit in two parts, the first of which is known as a “Top Down” audit. TWU uses existing records to determine estimated annual water loss. In 2023, TWU of Tyler has a water loss of approximately 13.63%. TWU diligently keeps other information such as customer billing summaries, leak repair summaries, meter change out summaries and other relevant water use summaries. However, aging infrastructure results in occasional water losses. TWU has initiated an extensive water line repair program through their asset management, primarily focused on replacing 2-inch and larger diameter water lines on an annual basis. TWU’s Capital Investment Plan includes these asset management projects which aim to replace water infrastructure at all diameters as necessary based on their risk level. This program, in addition to TWU’s annual water loss audit aides staff in identifying areas in need of improvements to reduce water loss. The water utility billing software generates reports needed to perform “top-down” water audits. TWU submits its annual water audit to the appropriate agencies.

TWU’s goal is to have an Infrastructure Leakage Index (ILI) of 3. If the ILI of 3 is not met during the “top down” audit, then TWU continues forward with the second step of the water audit referred to as the “bottom up” audit, which includes:

- Detailed investigation of TWU’s policies and procedures
- Detailed review of procedures for all water use by the fire department for line flushing, street cleaning and all other uses

These detailed analyses have provided insight into water uses that need to be documented to better reflect actual water usage and water loss.

2.5.5 Metering of All Connections and Retrofit of Existing Connections

TWU meters all connections within their water distribution system. TWU has established a proactive meter replacement program to address malfunctioning meters or those that do not register or report water usage to TWU's AMI program. This metering system enables TWU to accurately track water consumption and identify those connections that are utilizing the most water. TWU's total number, tested, repaired, and replaced by meter size (as of December 2023) is shown in Table 4.

Table 4: Meter Information

Type of Meter	Number	Tested	Repaired	Replaced
Production Meters	39	14	0	0
Meters larger than 1 ½ inches	5,492	5	2	34
Meters 1 ½ inches or smaller	39,522	20	12	662

2.5.6 Existing Water Rate Structure

TWU is in the process of transitioning from a declining block structure to a flat rate structure. TWU still recommends and encourages water conservation strategies to all users. The rates are established by TWU based on meter size, city limits, and industrial or non-industrial categorization. TWU would like to move to a more conservation-oriented water rate structure such as an inclining block rate design in the future. TWU evaluates each customer class and establishes rates based on the demands placed on the water system by each class. The rates listed in the tables 5 and 6 below were implemented on October 1, 2023, and may be adjusted as TWU refines its rate structures to enhance water conservation efforts and efficiently manage service costs.

Table 5: Minimum Monthly Meter Charges (Non-Industrial Classes)

Meter Size	Service Charge (Inside City Limits)	Service Charge (Outside City Limits)
5/8	15.80	23.70
1	15.80	23.70
1 ½	15.80	23.70
2	18.50	27.75
3	21.40	32.10
4	32.50	48.75
6	48.00	72.00
8	64.60	96.90
10	91.30	136.95
12	117.90	176.85

Table 6: Minimum Monthly Meter Charges (Industrial Class)

Meter Size	Service Charge (Inside City Limits)	Service Charge (Outside City Limits)
5/8	15.80	23.70
1	15.80	23.70
1 ½	15.80	23.70
2	18.50	27.75
3	21.40	32.10
4	32.50	48.75
6	48.00	72.00
8	64.60	96.90
10	91.30	136.95
12	117.90	176.85

See City of Tyler code section 19-60 rates for current water rate tables and additional information.

2.5.7 Plumbing Codes

TWU currently uses the 2021 edition of the International Plumbing Code as their plumbing code. This Code includes requirements for the use of water saving plumbing fixtures in new construction and remodeling of existing buildings.

2.5.8 Practices and Measures to account for Water Diverted

TWU meters the water diverted from Lake Tyler and the water arriving at the Golden Road WTP. These meters have an accuracy of plus or minus two percent and undergo annual calibration. Meters are repaired or replaced as needed.

TWU meters the water diverted from Lake Palestine and the amount of water delivered to the Lake Palestine WTP. TWU is responsible for the meter measurements, as well as the maintenance of the pipeline and any water losses associated with the pipeline from the Lake Palestine intake facility to the City's water treatment plant.

2.5.9 Industrial Alternate Sources and Reuse of Process Water

Reuse of Industrial Process Water

TWU has a small number of industrial water customers. TWU is not aware of any industrial customers that are currently reusing water in their production processes. TWU encourages its industrial customers to implement water efficient processes and water conservation techniques.

However, wastewater reuse is infeasible for TWU. The location of the wastewater treatment plant to industrial users is not conducive for developing a cost-effective reuse treatment facility. TWU is not located in an arid section of Texas, and therefore reuse for irrigation purposes has not been developed.

Industrial Site-Specific Conservation

In the past, some of TWU's industrial water users may have installed new technologies to reduce their water consumption and increase the efficiency of the water that is utilized in the operation of the plant. TWU encourages implementing water conservation techniques to all industrial customers.

2.5.10 Agricultural Conservation Methods

To promote agricultural water conservation, TWU encourages the use of surge irrigation, low-pressure systems, sprinklers, drip irrigation, and non-leaking pipes. These methods promote efficient water use and reduce water waste in agricultural irrigation practices. TWU also urges its agricultural customers to monitor their watering frequency and to explore land improvement techniques to retain or reduce runoff. Additionally, they are encouraged to consider implementing strategies for recovering and reusing tailwater¹

2.5.11 Prohibition on Wasting Water

TWU, through Ordinance 0-99-62 requires water users to be conservation minded when using water, whether it is residential or commercial. The adopted City ordinance is posted on the city's website. Educational materials are available at the Tyler Water Utilities Office and can be mailed directly to the customer upon request.

A system has been developed to track offenders and includes violations, compliance notification, and other pertinent information. Compliance notifications are maintained to help identify potential theft situations and to account for water losses. TWU is committed to educating its citizens on the importance of water conservation.

2.5.12 Reservoir System Operations

Tyler is a raw water customer of UNRMWA. UNRMWA owns and operates Lake Palestine which is not part of a multi-reservoir system. UNRMWA coordinates its Reservoir Operation Plan with its water customers and RWPGs.

The City of Tyler owns and operates Lake Tyler and Lake Tyler East. The two reservoirs are connected by a channel where the level is maintained by the spillway elevations at 375.4 feet. The two lakes are treated as a single reservoir.

2.5.13 Means of Implementation and Enforcement

The City Manager, through his or her staff, is responsible for implementing and enforcing the Conservation Plan and BMPs in accordance with City Council adoption of this updated plan. Annually, by May 1st, TWU submits the mandated Water Conservation Implementation Report to the TCEQ. This report details the implementation dates of various water conservation strategies and tracks progress towards the five and ten-year per capita water use goals outlined in the plan. If these goals are not being met, TWU must provide documentation explaining the reasons. Additionally, the report includes information on the amount of water saved through these efforts.

2.5.14 Requirement for Water Conservation Plans by Wholesale Customers

Any political subdivision and/or wholesale customer contracting for water from TWU must have (1) a TCEQ-approved Water Conservation and Emergency Demand Management Plan in effect that meets or exceeds the requirements set forth in this plan and/ or (2) must officially adopt applicable provisions of the City of Tyler's Water Conservation Drought Contingency and Emergency Demand Management Plan. The wholesale customer conservation plans or measures shall meet the requirements set forth by federal or state agencies or other regulatory

¹ Tailwater denotes the water immediately downstream a hydraulic structure, such as a dam, spillway, bridge or culvert.

jurisdictions, including but not limited to 30 TAC Section 288.2 (a)(2) and (3). Currently TWU has wholesale water contracts with the City of Whitehouse, Community Water, and Walnut Grove Water Supply Corporation.

A Wholesale Water Buyer shall cooperate with and assist TWU in its efforts to develop and implement plans, programs, and rules to develop water resources and to promote practices, techniques, and technologies that will reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in use of water, and/or increase the recycling and reuse of water.

TWU provides its Water Conservation and Drought Contingency Emergency Demand Management Plan to each of its wholesale water customers. A wholesale customer shall provide a copy of its conservation plan to TWU within ten (10) days of its plan implementation date. The wholesale customer plans shall be consistent with and as stringent as this plan. If Tyler determines that the wholesale customer's plan does not meet this standard, TWU shall provide written notification to the customer of the deficiency. The customer shall then amend and resubmit its plan to TWU for review and acceptance.

2.5.15 Annual Reporting & Coordination

TWU, through adoption of this Plan, commits to report to and coordinate with the Executive Directors of the TCEQ and the TWDB, as well as the Chairs of the Region I and D Water Planning Group, annually. The report to the agency(s) contains information describing:

1. Progress in meeting Conservation Plan BMPs
2. Public response to plan implementation and operation
3. Quantitative effectiveness with reference to:
 - System reduction
 - Reduction in customer or per capita per day use
 - Unaccounted for water and water loss as a whole
 - Water pumped, water sold and water consumed
 - Per capita per day results for municipal and residential goals
 - List of public information released during the year

2.6 POTENTIAL FUTURE CONSERVATION MEASURES

The following programs have the potential to enhance water resilience in Tyler. In pursuit of sustainable water management, TWU may consider enacting additional conservation measures to meet its water conservation goals.

2.6.1 Landscape Water Management

Landscaping with Native or Drought Tolerant Plants

Encouraging residents and businesses to landscape using native or drought-tolerant plants can be advantageous for water conservation. These plants adapted to local conditions requiring less water overall. Choosing drought-resistant plants or native vegetation could reduce chemical maintenance (such as fertilizer and pesticides). This preference of landscaping for homeowners, business parks and developed urban areas can reduce irrigation needs, preserve water resources, and promote a healthy ecosystem that mitigates soil erosion.

EPA's WaterSense Partnerships

TWU may consider engaging with EPA's WaterSense partnership program. The goals of the program include:

- Promoting indoor and outdoor water efficiency and WaterSense-labeled products and programs.
- Participating in national outreach campaigns, such as Fix a Leak Week, Sprinkler Spruce-Up, and quarterly partner-only webinars.
- Providing input to the WaterSense Program by submitting a brief annual update on water-efficiency activities.

2.6.2 Reuse and Recycling of water

Greywater

Residential graywater use (i.e., recycling water within the home using a dual plumbing system) is a potential water supply. The TAC Chapter 210 governs the use of graywater for domestic purposes, industrial, commercial or institutional purposes and irrigation. Currently, no rules are in place in the City's plumbing code to allow the use of greywater.

Rainwater Harvesting and Condensate Reuse

Rainwater harvesting and condensate reuse provide a potential source of supply that could be used for non-potable purposes such as landscape irrigation. Large properties with this potential supply could offset a portion of their irrigation demand depending on the storage capacity.

Rainwater and condensate reuse should be evaluated on a case-by-case basis to determine if it is cost effective for large properties.

3. Drought Contingency Plan

The objective of the drought contingency plan is to conserve available water supply and consider conditions that trigger the initiation and termination of the water rationing program to address emergency water situations. This plan has been prepared to protect the integrity of water supply facilities, with regard to domestic water use, sanitation, and fire protection. Overall, the plan establishes policies and procedures for a timely and effective response in drought stages.

The City Manager, or his/her appointed designee, shall be responsible for the implementation and enforcement of this Plan.

This plan meets TCEQ's rules of development and minimum requirements for the drought contingency plans for municipal water suppliers and wholesale water suppliers contained in TAC Title 30, Part 1, Chapter 288, Subchapter B, Rules 288.20 and 288.22, respectively. Refer to Appendix B for the TAC, Title 30, Chapter 288, Subchapter B.

3.1 WATER SYSTEM PROFILE

TWU is forward thinking and is well prepared regarding the availability of water supplies and water treatment capabilities. TWU relies on surface water supply sources available for high water demand and emergency drought events. The primary sources include Lake Tyler/Lake Tyler East and Lake Palestine. TWU operates two (2) surface water treatment plants.

TWU has a water right to use surface water from Lake Tyler/Lake Tyler East, which is owned and operated by the City. TWU has an intake facility in Lake Tyler to divert raw water from the lake. The pipeline delivers the water to Golden Road Water Treatment Plant for treatment and distribution. Lake Tyler/Lake Tyler East have a combined permitted water right for 40,325 acre-feet per year. The Golden Road Plant is rated at twenty-eight (28) MGD.

TWU has a contract with UNRMWA to purchase 67,200 acre-feet per year of water from Lake Palestine. Raw water from Lake Palestine is treated and distributed at the City's Lake Palestine Water Treatment Plant. The Lake Palestine water treatment plant is rated at thirty (30) MGD.

In the event that one of the water treatment plants experiences a failure or is unexpectedly unable to produce treated water, the other plant will compensate and distribute treated water throughout the system.

3.2 PUBLIC INFORMATION AND EDUCATION

The public will be made aware of conservation or emergency demand conditions by information and data transfer through TWU's annual program. During periods of drought curtailment, Step I conditions establish an information center, an information person, and shall utilize the most effective methods for information dissemination on a daily basis.

Close observation of the first-year information program developed the most effective ways to communicate with customers. Posting notices and newspaper articles will be used during the implementation of the plan and when information needs to be given to the public.

3.3 INITIATION AND TERMINATION OF DROUGHT RESPONSE STAGES

The City Manager, or his/her designee, shall monitor water supply and/or demand conditions on a daily basis and shall determine when conditions warrant initiation or termination of each stage of this plan, as described in section 3.5. The provisions of this plan apply to all City of Tyler water customers and wholesale customers. This plan does not apply to those who use treated wastewater effluent, private groundwater wells, or have their own surface water rights.

Public notification of the initiation or termination of drought response stages shall be by means of televised notices, press releases and information on TWU's website.

The Plan may be applied to the entire city or geographic portions of the city as necessary. If the Plan is applied only to a limited sector, the boundaries will be defined in terms of roadways, creeks and other easily distinguishable features, such as city limits.

3.3.1 Initiation Procedures

Initiation procedures are employed at any period as described in this Plan. Each condition will be met with a corresponding action by the City Manager, or his/her designee, who will affect curtailment, give notice, publicize, and follow implementation of curtailment.

The City Manager, or his/her designee, may choose to not implement a drought stage even when one or more thresholds have been met. This decision may be based on the time of year, weather conditions, anticipated rainfall, or expectation of additional water supply and/or expanded water treatment or system distribution improvements.

3.3.2 Termination of Curtailment

The City Manager, or his/her designee, may terminate a drought response when the specific condition for termination has been met or at his/her discretion. In the case of drought restriction, the response may be terminated upon water supply levels returning to the designated trigger level. System priority will be considered in return to upgraded condition, returning nursing homes, schools, etc., in priority order.

Termination will be initiated by the City Manager, or his/her designee, by giving notice, etc., as was given to enact drought curtailment as specified in this Plan for any change within the Plan. Wholesale customers will be notified by telephone with a follow up letter or email providing an explanation for the termination of the drought stage.

The City Manager, or his/her designee, may choose to not terminate a drought stage even when the conditions for termination of the stage have been met. This decision may be based on the time of year, weather conditions, or anticipated potential changed conditions that warrant the continuation of the drought stage.

3.3.3 Modification, Deletion and Amendment

The City Manager can add, delete, and amend rules, regulations, and implementation as needed/desired, and shall advise the City Council of such amendments at its next regular or called meeting.

3.4 DROUGHT RESPONSE STAGES

The City Manager, or appointed designee, coordinates directly with TWU's Director of Utilities to determine the impact of a specific emergency or production capacity. With proper coordination, increased production capacity may occur as changes are made to the system.

In the event TWU determines that one or more criteria have been met for a drought stage, TWU may initiate the appropriate drought stage. TWU's wholesale customers are required to initiate the same or greater drought stage.

3.4.1 Stage 1 - Mild Water Shortage Conditions

Requirements for Initiation: Step 1 drought measures as related to mild drought conditions. Customers shall be requested to adhere to voluntary measures. Stage 1 conditions occur when one or more of the following are met:

1. UNRMWA initiates Stage 1 for Lake Palestine.
2. Lake Tyler storage is less than 75% of conservation storage.
3. Water demand exceeds 85% of production capacity for three (3) consecutive days.
4. Water demand for all or part of the delivery system approaches delivery capacity due to inadequate capacity.
5. Supply source is interrupted or unavailable due to contamination, invasive species, equipment failure or other cause.
6. Water supply system is unable to deliver water due to failure or damage to major water system components.
7. A portion of the water supply system has a shortage in supply or experiences equipment damage. Measures may be implemented for the portion of the system impacted.
8. Weather conditions are considered to meet drought classification determination.

Terminating Conditions for Stage 1: Step 1 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 14 consecutive days. TWU will notify its wholesale customers and the media of the termination of Stage 1 in the manner described above.

Goal for Use Reduction Stage 1:

1. Achieve a voluntary 5 percent reduction in total daily water use.
2. Average daily water consumption will be reduced by 5% or 1.25 MGD.
3. WWCs are required to reduce their Average Daily Demand by 5%, or a calculated gallons per day based on WWC's Average Daily Demand.

All Water Users: In order to manage a limited water supply and/or reduce water demand, TWU will implement the following supply management measures:

1. Reduce or discontinue flushing of water mains.
2. Discontinue fire hydrant testing.
3. Implement measures to return any system component to full production capability (i.e. water wells, booster pumps, etc.).
4. Repair all existing main breaks.

Voluntary Water Use Restrictions: Water customers are requested to implement the following voluntarily responses:

- Limit the irrigation of landscaped areas to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9)
- Irrigate landscapes between the hours of 10:00 p.m. and 6:00 a.m. on designated watering days.

All operations of TWU shall adhere to water use restrictions prescribed for Stage 1 of the Plan. Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.

3.4.2 Stage 2 - Moderate Water Shortage Conditions

Requirements for Initiation: Stage 2 curtailment is to be initiated by the City Manager, or his/her designee, when moderate drought conditions exist. TWU recognizes that a moderate water shortage condition exists when one or more of the following are met:

1. UNRMWA initiates Stage 2 for Lake Palestine.
2. Lake Tyler storage is less than 60% of conservation storage.
3. Water demand exceeds 90% of production capacity for three consecutive days.
4. Water demand for all or part of the delivery system approaches delivery capacity due to inadequate capacity.
5. Supply source is interrupted or unavailable due to contamination, invasive species, equipment failure or other cause.
6. Water supply system is unable to deliver water due to failure or damage to major water system components.

7. A portion of the water distribution system has a shortage in supply or experiences equipment damage. Measures may be implemented for the portion of the system impacted.
8. Weather conditions indicate drought conditions will persist.
9. One or more water storage tank(s) is taken out of service during Mild Drought Conditions.
10. Existence of any one listed condition for a duration of 36 hours.

Terminating Condition: Stage 2 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 7 consecutive days. Upon termination of Stage 2, Stage 1 becomes operative. TWU will notify its wholesale customers and the media of the termination of Stage 2 in the manner described above.

Goal for Use Reduction Stage 2:

1. Achieve a 10 percent reduction in total daily water use, or 2.5 MGD.
2. WWCs are required to reduce their Average Daily Demand by 10%, or a calculated gallons per day based on WWC's Average Daily Demand.

All Water Users: Listed actions are compulsory on users and is intended to prohibit water waste. Under threat of penalty for violation, the following water use restrictions shall apply to all persons:

1. Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9). The irrigation of landscaped areas is limited to before 10:00 a.m. and after 6:00 p.m. on designated watering days. However, irrigation of landscaped areas is permitted at anytime if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.
2. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days between the hours of 8:00 p.m. and 12:00 midnight. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rinses. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.
3. Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or jacuzzi-type pools is prohibited except on designated watering days between the hours of 10:00 p.m. and 6:00 a.m.
4. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
5. Use of water from fire hydrants shall be limited to fire fighting and related activities, or other activities necessary to maintain public health, safety, and welfare, except that use

of water from designated fire hydrants for construction purposes may be allowed under special permit from TWU.

6. Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days before 10:00 a.m. and after 6:00 p.m. However, if the golf course utilizes a water source other than that provided by TWU, the facility shall not be subject to these regulations.
7. All restaurants are prohibited from serving water to its patrons except when requested.
8. The following uses of water are defined as non-essential and are prohibited: wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas; use of water to wash down buildings or structures for purposes other than immediate fire protection; use of water for dust control; flushing gutters or permitting water to run or accumulate in any gutter or street; and failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

3.4.3 Stage 3 - Severe Water Shortage Conditions

TWU will recognize that a severe water shortage condition exists when one or more of the following are met:

1. UNRMWA initiates Stage 4 for Lake Palestine.
2. Lake storage in Lake Tyler is less than 45% of conservation storage.
3. Water demand exceeds 98% of production capacity for one (1) day.
4. Water demand exceeds the storage tank capacity.
5. System demand exceeds available high service pump capacity.
6. Any two (2) conditions listed in Moderate Drought Conditions occur simultaneously for a 24-hour period.
7. Water demand for all or part of the delivery system approaches delivery capacity due to inadequate capacity.
8. Supply source is interrupted or unavailable due to contamination, invasive species, equipment failure or other cause.
9. Water supply system is unable to deliver water due to failure or damage to major water system components.
10. A portion of the water distribution system has a shortage in supply or experiences equipment damage. Measures may be implemented for the portion of the system impacted.

Terminating Condition: Stage 3 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 5 consecutive days. Upon termination of Stage 3, Stage 2 becomes operative. TWU will notify its wholesale customers and the media of the termination of Stage 2 in the manner described above.

Goal for Use Reduction Stage 3:

1. Achieve a 15 percent reduction in total daily water use.
2. WWCs are required to reduce their Average Daily Demand by 15%, or a calculated gallons per day based on WWC's Average Daily Demand.

All Water Users: Listed actions are compulsory on users and is intended to prohibit water waste. Under threat of penalty for violation, the following water use restrictions shall apply to all persons:

1. Vehicle washing, window washing, and outside watering (lawn, shrub, faucet dripping, garden, etc.) are prohibited.
2. Public water uses which are not essential for health, safety and sanitary purposes are prohibited. These include: street washing, fire hydrant flushing, filling of pools, watering of athletic fields and golf courses, and dust control sprinkling.
3. Commercial users not listed and industrial users will be controlled to the extent dictated by the City Manager, or his/her designee.
4. The average daily water consumption will be reduced by 25% or 6.25 MGD.
5. Wholesale water customers during this stage will be required to reduce their average daily demand by 15% or calculated gallons per day (actual reductions based on customer's Average Daily Demand).
6. Irrigation of landscaped areas shall be limited to designated watering days between the before 10:00 a.m. and after 6:00 p.m. and shall be by means of hand-held hoses, hand-held buckets, or drip irrigation only. The use of hose end sprinklers or permanently installed automatic sprinkler systems are prohibited at all times.
7. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle not occurring on the premises of a commercial car wash or a commercial service station and not in the immediate interest of public health, safety, and welfare is prohibited. Further, such vehicle washing at commercial car washes and commercial service stations shall occur only between the hours of 10:00 a.m. and 4:00 p.m.
8. The filling, refilling, or adding of water to swimming pools, wading pools, and jacuzzi-type pools is prohibited.
9. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life, or where such fountains or ponds are equipped with a recirculation system.
10. No applications for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be allowed or approved.

Businesses requiring water as a basic function of the business, such as nurseries, commercial car wash, Laundromats, high pressure water cleaning, etc., will obtain written permission from the City Manager, or his/her designee, for intended water use.

The System Priority for water service shall be made on the following basis:

1. Hospitals
2. Nursing Homes
3. Schools
4. Industrial
5. Commercial
6. Residential
7. Recreational

The Manager, or his/her designee, will contact wholesale water customers to discuss water supply and/or demand conditions and will request that wholesale water customers initiate additional mandatory measures to reduce non-essential water use (e.g., implement the appropriate stage (usually Stage 3) of the customer's drought contingency plan).

3.5 PROCEDURES FOR ENFORCING MANDATORY WATER USE MEASURES

Mandatory water use restrictions may be imposed in Stages 1, 2, and 3. Mandatory water use restrictions will be enforced. Any person who violates this Plan could be guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than two hundred and fifty dollars (\$250.00) and not more than two thousand dollars (\$2,000.00). Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the Manager shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur.

3.5.1 Drought Contingency Surcharge

A surcharge of One Dollar (\$1.00) per thousand gallons shall be implemented during any stage under the following conditions: Should any of the reservoir lake levels (Lake Palestine or Lake Tyler) fall below five feet below spillway. This surcharge shall remain in effect until all lake levels have recovered to above three and one-half feet below spillway. The surcharge will be added to the customer's water bill, as appropriate.

3.6 VARIANCE PROCEDURE

Variances may be issued during drought shortage periods when deemed necessary by City Staff and ultimately, by the City Manager.

Businesses requiring water as a basic function of the business, such as nurseries, commercial car washes, Laundromats, high pressure water cleaning, etc., will need to obtain written variance from the City Manager for intended water use.

Businesses must contact the Director of Utilities or staff at City of Tyler Water Utilities at 903-531-1238. Once cleared by Water Utilities the request will be forwarded to the office of the City Manager for his final consideration and approval.

4. Emergency Demand Management Plan

The objective of this plan is to reduce potable water usage in response to emergency conditions, thereby preserving the availability of potable water. Given that emergency situations can arise rapidly, swift actions are necessary. This plan has been prepared to consider conditions that trigger the initiation and termination of the rationing program.

Regarding implementation and enforcement of the Emergency Demand Management Plan, the City Manager, or appointed designee, shall be responsible for implementation and enforcement of this Plan.

4.1 EMERGENCY WATER SHORTAGE CONDITION

Customers shall be required to comply with the requirements and restrictions for emergency water shortage conditions when the City Manager, or his/her designee, determines that a water supply emergency exists based on one or more of the following conditions being met:

1. Major water line breaks or failures in the treatment or distribution system occur which cause unprecedented loss of capability to provide water service.

2. Water demand equals or exceeds 50 million gallons a day for two (2) consecutive days.
3. Natural or man-made contamination of water supply (s) has occurred.

All Water Users: In order to manage a limited water supply and/or reduce water demand, TWU will continue implementing all of the measures described in Stages 1, 2 and 3 above. In addition, TWU will use any or all alternative supply sources available and will implement the usage of reclaimed water for non-potable purposes where available. All Water Use Restrictions of Stages 2 and 3 shall remain in effect during emergency water shortage conditions:

1. Irrigation of landscaped areas is absolutely prohibited.
2. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is absolutely prohibited.
3. All water usage except that required to protect public health, safety, and welfare is prohibited.

Whenever emergency water shortage conditions exist the Manager shall:

- Assess the severity of the problem and identify the actions needed and time required to solve the problem.
- Inform the utility director or other responsible official of each wholesale water customer by telephone or in person and suggest actions, as appropriate, to alleviate problems (e.g., notification of the public to reduce water use until service is restored).
- If appropriate, notify city, county, and/or state emergency response officials for assistance.
- Undertake necessary actions, including repairs and/or clean-up as needed.
- Prepare a post-event assessment report on the incident and critique of emergency response procedures and actions.

4.2 WHOLESALE WATER CUSTOMER

Included in each wholesale water contract entered or renewed, Article 6 shall include the following to meet the requirements that water shortage will be distributed in accordance with TWC 11.039 (30 TAC 288.22(a)(8)):

6.3(a) Demand Management. If Tyler shall manage demand through rationing the use of water to its retail customers, then a proportional rationing of water supplied to (name of wholesale company) by Tyler shall be instituted, at Tyler's option. Rationing does not relieve buyer from its obligation to pay the monthly Demand Charge. See Table 7 for approximate reductions based on Average Daily Demand. This may include the development of any conservation rationing plans by either Tyler or Wholesale Water Buyer that may be necessary or appropriate to address operational constraints, whether or not the same are required by any state or federal regulatory agency.

Table 7: Wholesale Connections

Wholesale Connections (Average Daily Demand – ADD)								
			Stage I	Stage II	Stage III			
Entity	Average Daily Demand	Average Daily Demand	5 % ADD Reduction (Gallons)	5 % ADD Reduction (MGD)	10 % ADD Reduction	10 % ADD Reduction	15 % ADD Reduction	15 % ADD Reduction

	(Gallons)	(MGD)			(Gallons)	(MGD)	(Gallons)	(MGD)
Community Water	78,176	0.0782	3,909	0.0039	7,818	0.0078	11,726	0.0117
City of Whitehouse	68,281	0.0683	3,414	0.0034	6,828	0.0068	10,242	0.0102
Walnut Grove	538,829	0.5388	26,941	0.0269	53,88	0.0539	80,824	0.0808

6.3(b) Temporary Rationing. Where emergency conditions may dictate temporary conservation or rationing requirements not exceeding 180 days for either Tyler or the 2nd party of this contract, either party may implement any measures considered appropriate by it to alleviate the emergency conditions. If the buyer implements measures to alleviate an emergency condition, the buyer shall notify City of Tyler in writing within five (5) days. Action taken under this subsection of the wholesale water contract, does not relieve the buyer from its obligation to pay monthly Demand Charges.

4.3 PROCEDURES FOR ENFORCING MANDATORY WATER USE MEASURES

Mandatory water use restrictions may also be imposed when in emergency water shortage condition. Mandatory water use restrictions will be enforced. Any person who violates this Plan could be guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than two hundred and fifty dollars (\$250.00) and not more than two thousand dollars (\$2,000.00). Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the Manager shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur.

4.3.1 Emergency Water Shortage Condition Surcharge

A surcharge of One Dollar (\$1.00) per thousand gallons shall be implemented during emergency water shortage conditions: Should any of the reservoir lake levels (Lake Palestine or Lake Tyler) fall below five feet below spillway. This surcharge shall remain in effect until all lake levels have recovered to above three and one-half feet below spillway. The surcharge will be added to the customer's water bill, as appropriate.

4.4 VARIANCE PROCEDURE

Variances may be issued during water shortage periods when deemed necessary by City Staff and ultimately, by the City Manager.

Businesses requiring water as a basic function of the business, such as nurseries, commercial car washes, Laundromats, high pressure water cleaning, etc., will need to obtain written variance from the City Manager for intended water use.

Businesses must contact the Director of Utilities or staff at City of Tyler Water Utilities at 903-531-1238. Once cleared by Water Utilities the request will be forwarded to the office of the City Manager for his final consideration and approval.

5. Adoption of Water Conservation, Drought Contingency and Emergency Demand Management Plans

5.1 COUNCIL ADOPTION OF PLAN

The proposed updates to the City's Water Conservation and Drought Contingency Emergency Demand Management Plan were presented at the Tyler City Council meeting held on date. The public was afforded the opportunity to provide input on this plan during the meeting. On (date), City Council took action on this Water Conservation and Drought Contingency Emergency Demand Management Plan by City Council resolution No. _____ as presented in Appendix X.

The TCEQ mandates that water conservation plans be reviewed and updated, if needed, every five years to align with the regional water planning process. This plan will be reviewed as mandated by the TCEQ and will undergo ongoing evaluation to identify opportunities for enhancing water efficiency and conservation based on new or revised data.

5.2 MEANS OF IMPLEMENTATION

Adoption of this Plan, Drought Contingency Ordinance, and any modification of the Plumbing Code Ordinance, will enable TWU to implement and carry out enforcement of enacted ordinances to make the Plan an effective document. If any provision or any section of this Plan shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections once adopted into an ordinance, which shall remain in full force and effect.

APPENDIX

City of Tyler Water Conservation and Drought Contingency Emergency Demand Management Plan

AVO 56596

APPENDIX A – TCEQ and TWDB Required Forms

APPENDIX B – Adopted Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AMENDING CHAPTER 19, "UTILITIES," ARTICLE VIII, "RETAIL SUPPLIER DROUGHT CONTINGENCY PLAN," ARTICLE IX, "WHOLESALE SUPPLIER DROUGHT CONTINGENCY PLAN," AND ARTICLE X, "WATER CONSERVATION /EMERGENCY DEMAND MANAGEMENT PLAN," OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS BY ADOPTING THE WATER CONSERVATION, DROUGHT CONTINGENCY, AND EMERGENCY DEMAND MANAGEMENT PLAN; AMENDING AND REMOVING SECTIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, it is the intent of the City Council to protect the public health, safety, and welfare; and

WHEREAS, municipalities may, under their police powers, enact reasonable regulations to promote the health, safety and welfare of citizens; and

WHEREAS, the City of Tyler is a home-rule municipality acting under its Charter adopted by the electorate pursuant to Article 11, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, Texas Local Government Code Section 51.072(a) states that a home-rule municipality has full power of self-government; and

WHEREAS, Texas Local Government Code Section 51.072(b) provides that the grant of powers to a municipality under the Texas Local Government Code does not prevent, by implication or otherwise, the municipality from exercising the authority incident to self-government; and

WHEREAS, Section 1 of the Tyler City Charter states that the City of Tyler may make any and all rules and regulations by ordinances and resolutions; and

WHEREAS, Section 1 of the Tyler City Charter states that the City of Tyler may make and enforce local police, sanitary, and other regulations, and may pass such ordinances as may be expedient for maintaining and promoting the peace, good government and welfare of the City, and for the performance of the functions thereof; and

WHEREAS, Section 2 of the Tyler City Charter states that the enumeration of particular powers by the Charter shall not be held or deemed to be exclusive, but in addition to the powers enumerated in the Charter, the City shall have, and may exercise all other powers which, under the constitution and laws of Texas, it would be competent for the Charter specifically to enumerate; and

WHEREAS, Section 6 of the Tyler City Charter states that pursuant to the provisions of and subject only to the limitations imposed by the State law and the Charter, all of powers of the City shall be vested in an elective Council, which shall, among other duties, enact legislation; and

WHEREAS, Texas Local Government Code Section 51.001(1) provides that the governing body of a municipality may adopt, publish, amend, or repeal an ordinance, rule or police regulation that is for the good government, peace, or order of the municipality; and

WHEREAS, Texas Local Government Code Section 51.001(2) provides that the governing body of a municipality may adopt, publish, amend, or repeal an ordinance, rule or police regulation that is necessary or proper for carrying out a power granted by law to the municipality or to an office or department of the municipality; and

WHEREAS, the City Council has determined there is a need in the best public interest of the City of Tyler to adopt the updated 5-Year Water Conservation and Drought Contingency Emergency Demand Management Plan; and

WHEREAS, the City Council now desires to evidence its approval of the 5-Year Water Conservation and Drought Contingency Emergency Demand Management Plan and adopt such a plan as an official policy of the City;

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 Tyler City Code Chapter 19, “Utilities,” Article VIII., “Retail Supplier Drought Contingency Plan,” Sections 19-250 through 19-269 is hereby amended, removed, and shall read as follows:

Article VIII. RETAIL SUPPLIER DROUGHT CONTINGENCY PLAN

Sec. 19-250. ~~Declaration of Policy, Purpose, and Intent.~~ – Removed and Replaced in its entirety as follows.

Water Conservation and Drought Contingency Emergency Demand Management Plan.

Tyler Water Utilities (TWU) recognizes the importance of water conservation and drought readiness. Water Conservation, Drought Contingency and Emergency Demand Management Plans aim to safeguard water supply, promote responsible water usage, and provide sustainable access to potable water for all residents, businesses, and wholesale customers. Extreme heat throughout recent summers has highlighted the importance of the efficient use of existing supplies. As such, Section 3 of the report entitled “Water Conservation and Drought Contingency Emergency Demand Management Plan,” dated April 2024, is hereby adopted by reference and is incorporated

herein. A copy of the Plan is on file and is available for public review in the Water Utilities Department. (Ord. 0-99-62, 8/18/99; Ord. ##)

Sec. 19-251. ~~Public Involvement.~~ – Removed and Replaced in its entirety as follows:

Enforcement.

- a. No person shall knowingly or intentionally allow the use of water from the City for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of the Water Conservation and Drought Contingency Emergency Demand Management Plan.
- b. Any person who violates this Plan could be guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than two hundred and fifty dollars (\$250.00) and not more than two thousand dollars (\$2,000.00). Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the Manager shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. (Ord. No. 0-2024-__ ; __ / __ /24)

Sec. 19-252. ~~Public Education.~~ – Removed and Replaced in its entirety as follows:

Severability.

It is hereby declared to be the intention of the Tyler City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph, or section of this Plan shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Plan, since the same would not have been enacted by the Tyler City Council without the incorporation into this Plan of any such unconstitutional phrase, clause, sentence, paragraph, or section. (Ord. 0-99-62, 8/18/99) (Ord. No. 0-2024-__ ; __ / __ /24)

~~Sec. 19-253. Coordination with Regional Water Planning Groups.~~ – Removed

~~Sec. 19-254. Authorization.~~ – Removed

~~Sec. 19-255. Application.~~ – Removed

~~Sec. 19-256. Definitions.~~ – Removed

**~~Sec. 19-257. Triggering Criteria for Initiation and Termination of Drought Response Stages.~~
– Removed**

~~Sec. 19-258. Drought Response Stages.~~ – Removed

~~Sec. 19-259. Enforcement.—~~ Removed

~~Sec. 19-260. Variances.—~~ Removed

~~Sec. 19-261. Severability.—~~ Removed

~~Secs. 19-262 through 19-269 Reserved.—~~ Removed and Replaced in its entirety as follows:

Secs. 19-253 through 19-269. Reserved.

PART 3: That Tyler City Code Chapter 19, “Utilities,” Article IX., “Wholesale Supplier Drought Contingency Plan,” Section 19-270 through 19-299 is hereby amended, removed, and shall read as follows:

Article IX. WHOLESALE SUPPLIER DROUGHT CONTINGENCY PLAN

~~Sec. 19-270. Declaration of Policy, Purpose, and Intent.—~~ Removed and Replaced in its entirety as follows:

Water Conservation and Drought Contingency Emergency Demand Management Plan

Tyler Water Utilities (TWU) recognizes the importance of water conservation and drought readiness. Water Conservation, Drought Contingency and Emergency Demand Management Plans aim to safeguard water supply, promote responsible water usage, and provide sustainable access to potable water for all residents, businesses, and wholesale customers. Extreme heat throughout recent summers has highlighted the importance of the efficient use of existing supplies. As such, Section 3 of the report entitled “Water Conservation and Drought Contingency Emergency Demand Management Plan,” dated April 2024, is hereby adopted by reference and is incorporated herein. A copy of the Plan is on file and is available for public review in the Water Utilities Department. (Ord. 0-99-62, 8/18/99; Ord. ##)

~~Sec. 19-271. Public Involvement.—~~ Removed and Replaced in its entirety as follows:

Enforcement.

- a. No person shall knowingly or intentionally allow the use of water from the City for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of the Water Conservation and Drought Contingency Emergency Demand Management Plan.
- b. Any person who violates this Plan could be guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than two hundred and fifty dollars (\$250.00) and not more than two thousand dollars (\$2,000.00). Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the Manager shall, upon due notice to the customer,

be authorized to discontinue water service to the premises where such violations occur.
(Ord. No. 0-2024- ; / /24)

Sec. 19-272. ~~Wholesale Water Customer Education.~~ – Removed and Replaced in its entirety as follows:

Severability.

It is hereby declared to be the intention of the Tyler City Council that the sections, paragraphs, sentences, clauses, and phrases of this Plan are severable and, if any phrase, clause, sentence, paragraph, or section of this Plan shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Plan, since the same would not have been enacted by the Tyler City Council without the incorporation into this Plan of any such unconstitutional phrase, clause, sentence, paragraph, or section. (Ord. 0-99-63, 8/18/99) (Ord. No. 0-2024- ; / /24)

~~Sec. 19-273. Coordination with Regional Water Planning Groups.~~ – Removed

~~Sec. 19-274. Authorization.~~ – Removed

~~Sec. 19-275. Application.~~ – Removed

**~~Sec. 19-276. Triggering Criteria for Initiation and Termination of Drought Response Stages.~~
– Removed**

~~Sec. 19-277. Drought Response Stages.~~ – Removed

~~Sec. 19-278. Pro Rata Water Allocation.~~ – Removed

~~Sec. 19-279. Enforcement.~~ – Removed

~~Sec. 19-280. Variances.~~ – Removed

~~Sec. 19-281. Severability.~~ – Removed

~~Secs. 19-282 through 19-299 Reserved.~~ – Removed and Replaced in its entirety as follows:

Sec. 19-273 through 19-299. Reserved.

PART 4: That Tyler City Code Chapter 19, “Utilities,” Article X., “Water Conservation and Drought Contingency / Emergency Demand Management Plan,” Section 19-300 through 19-309 is hereby amended, removed, and shall read as follows:

Article X. WATER CONSERVATION/EMERGENCY DEMAND MANAGEMENT PLAN

Sec. 19-300. ~~Adoption of Plan.~~ – Removed and Replaced in its entirety as follows:

Water Conservation and Drought Contingency Emergency Demand Management Plan

Tyler Water Utilities (TWU) recognizes the importance of water conservation and drought readiness. Water Conservation, Drought Contingency and Emergency Demand Management Plans aim to safeguard water supply, promote responsible water usage, and provide sustainable access to potable water for all residents, businesses, and wholesale customers. Extreme heat throughout recent summers has highlighted the importance of the efficient use of existing supplies. As such, Section 2 and 4 of the report entitled “Water Conservation and Drought Contingency Emergency Demand Management Plan”, dated April 2024 is hereby adopted by reference and is incorporated herein. A copy of the Plan is on file and available for public review in the Water Utilities Department. (Ord. 0-99-62, 8/18/99; Ord. ##)

Sec. 19-301. ~~Implementation.~~ – Removed and Replaced in its entirety as follows:

Enforcement.

- a. No person shall knowingly or intentionally allow the use of water from the City for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of the Water Conservation and Drought Contingency Emergency Demand Management Plan.
- b. Any person who violates this Plan could be guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than two hundred and fifty dollars (\$250.00) and not more than two thousand dollars (\$2,000.00). Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the Manager shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. (Ord. No. 0-2024-__ ; __/__/24)

Sec. 19-302. ~~Penalties.~~ – Removed and Replaced in its entirety as follows:

Severability.

It is hereby declared to be the intention of the Tyler City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph, or section of this Plan shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Plan, since the same would not have been enacted by the Tyler City Council without the incorporation into this Plan of any such unconstitutional phrase, clause, sentence, paragraph, or section. (Ord. No. 0-2024-__ ; __/__/24)

~~Sec. 19-303. Introduction.~~ – Removed

~~Sec. 19-304. Water Conservation Plan and Best Management Practices.~~ – Removed

~~Sec. 19-305. Emergency Demand Management Plan.~~ – Removed

~~Secs. 19-306 through 19-309 Reserved.~~ – Removed and Replaced in its entirety as follows:

Secs. 19-303 through 19-309. Reserved.

PART 5: 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 same are deemed severable for this purpose.

PART 6: That any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine as provided in Section 1-4 of the Tyler Code. Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Since this ordinance has a penalty for violation, it shall not become effective until after its publication in the newspaper as provided by Section 85 of the Charter of the City of Tyler, Texas, which date is expected to be April 26, 2024.

PART 7: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that the public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED AND APPROVED THIS _____ **day of** _____, A. D., 2024.

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: O-2

Date: April 24, 2024

Subject: Request that the City Council consider adoption of an Ordinance amending Tyler City Code Chapter 12 to adjust land rental rates at Tyler Pounds Regional Airport.

Page: Page 1 of 1 of 2

Item Reference:

Tyler Pounds Regional Airport receives numerous FAA grants for airfield maintenance and improvements. Grant assurances are reviewed and approved by the City of Tyler. To comply with FAA grant assurances and FAA policy regarding establishment of Airport Rates and Charges, the airport should maintain a fee and rental structure for the facilities and services at the airport that will make the airport as self-sustaining as possible and maintain the economic value of the property.

Tyler City Code Chapter 12 Article III, Section 12-31 c. defines the Land rental rates as follows:

Land within the restricted area inside the building restriction line of the North Terminal Site (Low Tier) is 4.5 cents (\$.045) (per square foot) per year through May 31, 2023. Beginning June 1, 2023, land rental rates (Low Tier) will be 5.5 cents (\$.055) (per square foot) per year. Land rental rates (Low Tier) will increase by .005 (per square foot) per year or rate following review/recommendation by the Airport Advisory Board through June 1, 2027, if such increases are approved by the City Council by separate ordinance.

Land within the non-restricted areas outside of the building restriction line and prime areas surrounding the North Terminal Site (High Tier) as shown on the map is 7 cents (\$.07) through May 31, 2023. Beginning June 1, 2023, land rates (High Tier) shall be 8 cents (\$.08) (per square foot) per year. Land rental rates (High Tier) will increase by \$.005 (per square foot) per year or rate following review/recommendation by the Airport Advisory Board through June 1, 2027, if such increases are approved by the City Council by separate ordinance.

(Ord. No. 0-2016-14; 2/24/16) (Ord. No. 0-2019-80; 9/25/19) (Ord. No. 0-2021-34; 6/23/21) (Ord. No. 0-2022-51; 5/11/22) (Ord. No. 0-2023-27; 4/12/23).

Fuel farm, beginning June 1, 2023, Fuel farmland rental rates will be 5.5 cents (\$.055) (per square foot) per year. Fuel Farmland rental rates will increase by \$0.005 per year or rate following review/recommendation by the Airport Advisory Board through June 1, 2027, if such increases are

approved by the City Council by a separate ordinance. (Ord. No. 0-2016-14; 2/24/16) (Ord. No. 0-2023-27; 4/12/23)

Staff proposes the following rate adjustments according to the current Ordinance in Chapter 12 Article III, Section 12-31 c. as put forth in 2016 Ordinance.

Description	Current	Proposed
Land rates per sq. ft. annually	\$.055 low tier and \$.08 high tier	\$.065 low tier and \$.09 high tier
Fuel Farm Rates per sq. ft annually	\$.055	\$.065

On March 18, 2024, the Airport Advisory Board approved this rental rate increase recommendation.

RECOMMENDATION:

It is recommended that the City Council consider adoption of an Ordinance amending Tyler City Code Chapter 12 to adjust land rental rates at Tyler Pounds Regional Airport.

ATTACHMENTS:

[Ordinance_Land_Rate_Increase_2024](#)

Drafted/Recommended By:

Department Leader

Annette Smith-Project Coordinator

Edited/Submitted By:

City Manager

ORDINANCE O-2024-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AMENDING CHAPTER 12, "AIRPORT", ARTICLE III., "AIRPORT COMMERCIAL ACTIVITIES", OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS, BY AMENDING LAND LEASE RATES FOR AREAS SURROUNDING THE NORTH TERMINAL SITE AND FUEL FARM AT TYLER POUNDS REGIONAL AIRPORT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Tyler is a home-rule municipality acting under its Charter adopted by the electorate pursuant to Article 11, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, Texas Local Government Code Section 51.072(a) states that a home-rule municipality has full power of local self-government; and

WHEREAS, the City of Tyler has adopted ordinances pursuant to Texas Local Government Code Sections 51.001 and 51.072, as well as Tyler City Charter Sections 1, 2, and 6; and

WHEREAS, Texas Transportation Code Section 22.011(a)(1) states that a local government may plan, establish, construct, improve, equip, maintain, operate, regulate, protect, and police an airport or air navigation facility in or outside of the territory of the local government; and

WHEREAS, Texas Local Government Code Section 241.011(a) provides that to prevent the creation of an airport hazard, a political subdivision in which an airport hazard area is located may adopt, administer, and enforce, under its police power, airport hazard area zoning regulations for the airport hazard area; and

WHEREAS, Texas Local Government Code Section 241.012(a)(1) states that a political subdivision may adopt, administer, and enforce, under its police power, airport compatible land use zoning regulations for the part of a controlled compatible land use area located within the political subdivision if the airport is used in the interest of the public to the benefit of the political subdivision; and

WHEREAS, the City of Tyler has established Airport regulations in Tyler City Code Chapter 12; and

WHEREAS, miscellaneous Airport fees for service are set forth in City Code Chapter 12; and

WHEREAS, on February 24, 2016, the City Council amended the existing land rental rates; and

WHEREAS, on September 25, 2019, the City Council amended the existing land rental rates; and

WHEREAS, on April 28, 2021, the City Council amended the existing land rental rates; and

WHEREAS, on May 11, 2022, the City Council amended the existing land rental rates; and

WHEREAS, on April 12, 2023, the City Council amended the existing land rental rates; and

WHEREAS, it is important to amend the land rental rates for areas around the North Terminal Site and the Fuel Farm rates; and

WHEREAS, Tyler City Code Sec. 12-2.1 states that the Airport Advisory Board shall make recommendations to the City Council with respect to Airport operation; and

WHEREAS, City Code Sec. 12-2.5 provides that the Airport Advisory Board, in an advisory capacity, shall work toward the general improvement of the Airport and the advancement of the City as an air transportation center; and

WHEREAS, the Airport Advisory Board met on March 18, 2024, and voted to recommend increases in the land rental rates for areas around the North Terminal Site;

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

PART 1: That Tyler City Code Chapter 12, “Airport and Transit”, Article III., “Airport Commercial Activities”, is hereby amended by amending Section 12-31 to read as follows:

Sec. 12-31. Fees and rentals.

a. through b. No changes...

c. Land rental rates:

Land as shown on a map, a copy of which shall be kept on file in the offices of the City Clerk and Airport Manager.

Land within the restricted area inside the building restriction line of the North Terminal Site (Low Tier) is ~~4.5~~ 5.5 cents (~~\$.045~~) \$.055 (per square foot) per year through May 31, ~~2023~~ 2024. Beginning June 1, ~~2023~~ 2024 land rental rates (Low Tier) shall be ~~5.5~~ 6.5 cents (~~\$.055~~) (\$.065) (per square foot) per year. Land rental rates (Low Tier) will increase by \$.005 (per square foot) per year or rate following review/recommendation by the Airport Advisory Board through June 1, 2027, if such increases are approved by ~~the~~ City Council by separate ordinance.

Land within the non-restricted areas outside the building restriction line and prime areas surrounding the North Terminal Site (High Tier), as shown on the map, is ~~7 8~~ 8 9 cents (~~\$.07~~) (\$.08) through May 31, ~~2023~~ 2024. Beginning June 1, ~~2023~~ 2024 land rates (High Tier) shall be ~~8 9~~ 9 10 cents (~~\$.08~~) (\$.09) (per square foot) per year. Land rental rates (High Tier) will increase by \$.005 (per square foot) per year or rate following review/recommendation by the Airport Advisory Board through June 1, 2027 if such increases are approved by ~~the~~ City Council by separate ordinance. (Ord. No. 0-2016-14; 2/24/16) (Ord. No. 0-2019-80; 9/25/19) (Ord. No. 0-2021-34; 6/23/21) (Ord. No. 0-2022-51; 5/11/22) (Ord. No. 0-2023-27; 4/12/23) (Ord. No. 0-2024- ; 4/24/24)

West Side General Aviation area \$0.10 per square foot for the first three (3) years of the land lease for the new West Side General Aviation Area, with a \$.005 increase per year thereafter beginning June 1, 2020, through June 1, 2027, if such increases are approved by City Council by separate ordinance. (Ord. No. 0-2016-14; 2/24/16) (Ord. No. 0-2023-27; 4/12/23)

fuel farm land rental rates for fuel farm shall be ~~4.5~~ 5.5 cents (~~\$.045~~) (\$.055) (per square foot) per year through May 31, ~~2023~~ 2024. Beginning June 1, ~~2023~~ 2024 fuel farm land rental rates will be ~~5.5~~ 6.5 cents (~~\$.055~~) (\$.065) (per square foot) per year. Fuel farm land rental rates will increase by \$.005 per year thereafter or rate following review/recommendation by the Airport Advisory Board beginning June 1, 2020 through June 1, 2027 if such increases are approved by City Council by separate ordinance. (Ord. No. 0-2016-14; 2/24/16) (Ord. No. 0-2023-27; 4/12/23) (Ord. No 0-2024- ; 4/24/24)

agricultural use minimum of seven dollars and fifty cents (\$7.50) per acre per year or equivalent in improvements to be made. (Ord. No. 0-2005-96; 12/14/05) (Ord. No. 0-2013-11; 2/13/13) (Ord. No. 0-2016-10; 1/13/16) (Ord. No. 0-2019-80; 9/25/19)

d. through l. No changes...

(Ord. No. 0-2017-108; 11/8/2017) (Ord. No. 0-2021-34; 6/23/21) (Ord. No. 0-2022-16; 1/26/2022) (Ord. No. 0-2023-27; 4/12/23) (Ord. No. 0-2023-102; 10/25/23) (Ord. No 0-2024- ; 4/24/24)

PART 2: That if any provision or any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 3: That any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine as provided in Section 1-4 of the Tyler Code. Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Since this ordinance has a penalty for violation, it shall not become effective until after its publication in the newspaper as provided by Section 85 of the Charter of the City of Tyler, Texas, which date is expected to be April 26, 2024.

PASSED AND APPROVED this 24th day of April A.D., 2024.

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

A T T E S T:

CASSANDRA BRAGER, CITY CLERK

APPROVED:

DEBORAH G. PULLUM,
CITY ATTORNEY



**CITY OF TYLER
CITY COUNCIL COMMUNICATION**



Agenda Number: C-A-1

Date: April 24, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute the first 5-year hanger/operator lease renewal option with Ron Farish, President of RFN, L.P., for Tract 8, located at Tyler Pounds Regional Airport.

Page: Page 1 of

Item Reference: Ron Farish, RFN, L.P. Hangar/Operator Lease Renewal

On April 14, 2004, the City of Tyler entered an original 20-year Hangar/Operator Lease with Ron Farish, President of RFN, L.P. The Lease provided for two five-year renewal options upon the expiration of the initial 20-year lease term. The Lessee desires to exercise its first five-year renewal option from May 1, 2024, through April 30, 2029. Lessee has performed all its duties within the lease and will continue to be responsible for all maintenance and upkeep of the leased premises. Approval is predicated upon the determination of the following:

- 1) That the operations of the Lessee upon the premises have not resulted in a disruption of normal Airport aviation activities and
- 2) That the continued use of said premises by Lessee will be consistent with the normal functioning of the Airport for the extended term.

On March 18, 2024, the Airport Advisory Board approved this recommendation.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute the first 5-year hanger/operator lease renewal option with Ron Farish, President of RFN, L.P., for Tract 8, located at Tyler Pounds Regional Airport.

ATTACHMENTS:

[RFN LLC Lease Renewal](#)

Drafted/Recommended By:
Department Leader

Annette Smith

Edited/Submitted By:
City Manager

STATE OF TEXAS §
 §
COUNTY OF SMITH §

**RENEWAL OF CORPORATE
HANGAR/OPERATOR LEASE
RFN, L.C.**

WHEREAS the City of Tyler (hereinafter “City”) previously entered into a Corporate Hangar/Operator Lease (hereinafter “Lease”) with Ron Farish, RFN, L.C., (hereinafter “Lessee”) for a term of May 1, 2004, through April 30, 2024, for a 2.76-acre tract of land, more or less, known as Tract 8 at Tyler Pounds Regional Airport; and

WHEREAS Lessee desires to exercise its first of two five-year renewal options to renew the RFN, L.C., Hangar Operator Lease, as amended, for five years from May 1, 2024, through April 30, 2029, and

WHEREAS City Code Sec. 12-2. provides that the Airport Advisory Board acts in an advisory capacity regarding the maintenance and operation of the Tyler Pounds Regional Airport and

WHEREAS City Code Sec. 12-2. 1. states that the Airport Advisory Board shall make recommendations to the City Manager and City Council concerning leases and permits; and

WHEREAS, the Airport Advisory Board on March 18, 2024, considered and recommended a five (5) year renewal of the RFN, L.C., lease and

WHEREAS in accordance with the renewal provisions in ARTICLE III of the Lease, the Lessee’s option to extend the original term or option period of the Lease is subject to a finding and determination by the City Council that the operations of the Lessee upon the premises have not resulted in a disruption of normal Airport aviation activities; and that the continued use of said premises by Lessee will be consistent with the normal functioning of the Airport for the extended term; and

WHEREAS it is considered in the public interest to approve a renewal of the RFN, L.C., Corporate Hangar/Operator Lease.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

PART 1: That the City Council finds that RFN, L.C., meets the criteria for lease renewal under ARTICLE III of the amended lease:

- (1) That the operations of the Lessee upon the premises have not resulted in a disruption of normal Airport aviation activities; and
- (2) That the continued use of said premises by Lessee will be consistent with the normal functioning of the Airport for the extended term.

PART 2: That the term of the Hangar Operator Lease between the City of Tyler (City) and Ron Farish, RFN, L.C. (Lessee), is hereby extended for a term of five (5) years from May 1, 2024, through April 30, 2029.

PART 3: That all other provisions of the May 1, 2004, Corporate Hangar/Operator Lease between CITY and LESSEE shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this document to be signed this _____ day of _____, A. D., 2024.

CITY OF TYLER, TEXAS

LESSEE

BY: _____
EDWARD BROUSSARD, CITY MANAGER
City Council approved: _____

BY: _____

ATTEST:

ATTEST:

CASSANDRA BRAGER, CITY CLERK

RECOMMENDED: _____
AIRPORT MANAGER
(Airport Advisory Board considered on _____
and recommended approval/denial)

APPROVED: _____
CITY ATTORNEY



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number: C-A-2

Date: April 24, 2024

Subject: Request that the City Council consider authorizing the City Manager to approve funds for a Personal Services Contract with Charles H. Samson, III, for design and project management of City of Tyler capital improvement projects in the amount of \$50,000.

Page: Page 1 of

Item Reference: 05-10-2023, C-A-4

On May 10, 2023, the City Council approved a renewal of the Personal Services Contract with Charles H. Samson, III, for engineering design and project management of City of Tyler capital improvement projects in the amount of \$50,000. The contract was paid for with Half-Cent Sales Tax program funds. The contract scope included assistance on an as-needed basis with general design and project management services that would typically be provided by City staff.

To date, Mr. Samson has billed against the previous agreement for services rendered in the amount of \$49,995.00 leaving a total remaining in this contract of \$5.00. The scope of services and amount for the new agreement will be the same as previous agreements and services will continue to be provided and billed on an as needed basis. The fee for the proposed agreement is \$90.00 per hour with a total amount not to exceed \$50,000.00. A summary of the scope of services is included in the attached contract.

FUNDING: Half Cent Sales Tax Fund

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to approve funds for a new Personal Services Contract with Charles H. Samson, III, for the design and management of City of Tyler capital improvement projects to be billed hourly with a not to exceed the amount of \$50,000.

ATTACHMENTS:

[Samson_Pesonal Services Contract 04-03-2024](#)

Drafted/Recommended By:
Department Leader

Darin Jennings

Edited/Submitted By:
City Manager



A Natural Beauty

THE STATE OF TEXAS §
 COUNTY OF SMITH §

**PERSONAL SERVICES CONTRACT
 (TEMPORARY)**

This Agreement entered into by and between the CITY OF TYLER, TEXAS, a municipal corporation, hereinafter called "CITY", and Charles H. Samson III, hereinafter called "CONTRACTOR";

WITNESSETH:

1. CONTRACTOR shall provide to CITY at the request of the engineering services department, design and management of City of Tyler capital improvement projects as assigned. A Description of Services to be performed is attached as Exhibit A and is incorporated herein for all purposes.
2. CONTRACTOR shall perform these services under the supervision and direction of Lisa Crossman, City Engineer, or designee.
3. The fee of the CONTRACTOR for these services to be performed as described herein shall be \$95.00 per hour up to a total estimated amount of \$50,000.00. Funds for this expense are budgeted in account number 231-0711-434.49-78.
4. CONTRACTOR acknowledges and agrees that they shall have the status of an independent contractor at all time with respect to the rendition of the services described above. In this connection, CONTRACTOR further agrees that they shall not be entitled to medical and other benefits provided in the ordinary course to full-time City Employees.
5. This Agreement shall be effective on the date executed below and extend for a period of up to twelve (12) months. This Agreement may be cancelled at any time by either party hereto by delivering five (5) days written notice to the other party stating such intention to cancel this Agreement.

EXECUTED AND ENTERED INTO this _____ day of _____, A.D., 20____.

APPROVED:

CITY OF TYLER

 CITY MANAGER

 CITY ATTORNEY

CONTRACTOR

Charles H. Samson III
 Charles H. Samson III

 ADDRESS

 PHONE

Exhibit A Description of Services

The following design and project management services will be performed for various capital projects, as needed:

For Projects Designed "In-House":

- Provide design for various types of projects as assigned, based on needs of City, funding constraints or other issues that may arise.
- Coordinate project with outside utility companies.
- Coordinate projects with other City departments.
- Prepare construction contracts and specifications based on design.
- Schedule advertisement and bidding of the projects.
- Attend pre-bid meetings and answer questions during the bidding process.
- Prepare and issue addendum as required.
- Attend bid openings and prepare bid tabs.
- Prepare Council Communications and/or Half-Cent Communications for award of contracts.
- Route construction contracts for execution.
- Schedule, prepare agenda, and direct preconstruction conferences.
- Review and approve monthly pay applications from contractors.
- Visit work sites as needed during design and construction phases.
- Manage electronic and paper files, as required.
- Perform other tasks as needed.

For Projects Designed by Outside Consultants:

- Select consultants to provide design and/or other professional services as needed, and negotiate a scope of work and fee proposal based on needs of City, funding constraints or other issues that may arise.
- Prepare Engineering and/or other Professional Services Agreements.
- Coordinate projects with other City departments.
- Answer questions and review various submittals throughout design phase and provide comments and/or other information back to consultant.
- Attend pre-bid meetings and assist consultant with answering questions during the bidding process.
- Assist consultant with preparing and issuing addendum as required.
- Attend bid openings.
- Attend preconstruction conferences.
- Visit work sites as needed during design and construction phases.
- Prepare Council Communications and/or Half-Cent Communications for award of engineering, professional services and/or construction contracts.
- Route engineering, professional services and/or construction contracts for execution.
- Manage electronic and paper files, as required.
- Perform other tasks as needed.



CITY OF TYLER CITY COUNCIL COMMUNICATION



Agenda Number: C-A-3

Date: April 24, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute Change Order No. 1 for the Capital Improvement Project (CIP) drainage construction contract with Platinum Paving, LLC for the Off-System (Non-TxDOT) Crossing 01 project, Bid No. 23-046, increasing the contract amount from \$1,007,004.19 to \$1,234,542.48, funding the \$227,538.29 (22.6%) increase with Stormwater Capital Outlay Budget funds.

Page: Page 1 of

Item Reference:

The planned projects in this CIP (Capital Improvement Program) construction contract with Platinum Paving, LLC, originally included:

1. West Grande Boulevard at Tributary A of West Mud Creek;
2. East Rieck Road at Rose Redman Trail and West Mud Creek;
3. North Parkdale Drive at Willow Creek;
4. South Porter Avenue and Don Street at Tributary BFM-1 of Black Fork Creek; and
5. Installation of a new drainage swale and erosion control on South Porter Avenue north of Location 4 above.

Work at West Grande Boulevard, East Rieck Road, and North Parkdale Drive is complete. Work at South Porter Avenue and Don Street and the swale at South Porter Avenue are substantially complete. Work at Sunnybrook Drive is substantially complete with payment from the project contingency funds.

The work at Fair Lane was included in the original design package by Elledge Engineering Corp. but was pulled prior to bidding because it was believed that City Staff could complete the needed work. This structure is in good condition but is undersized and needs to be replaced. However, funding is not available, and erosion is progressing rapidly threatening the structure as City Staff has not been able to complete erosion mitigation work.

It was originally believed that Streets and Drainage could perform the work at North Broadway Bridge more economically than the bid prices by Platinum Paving, but the city crews have not been able to perform the work. To avoid any further delays, these areas will be added to this project. TxDOT has pointed out these problems in the 2023 inspections and these structures as repeat issues. These inspections also identified the scouring of the channel at Fair Lane and Green Lane as critical.

This Change Order will include work at:

1. Fair Lane;
2. North Broadway Bridges;
3. Green Lane; and
4. Sunnybrook Drive at Old Jacksonville Highway.

Attached are pictures that show the areas needing improvements along with the completed improvements at N. Parkdale, W. Grande Ave and Rieck Rd.

Maintenance of bridge structures is critical to maintaining the City's ability to receive funding through TxDOT to replace structures like that on Whittle Street in 2023, and one planned on Boldt Avenue over Black Fork Creek south of McDonald Road.

Funding is from Stormwater Capital Outlay Budget funds.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to approve Change Order No. 1 for the Capital Improvement Project (CIP) drainage construction contract with Platinum Paving, LLC for the Off-System (Non-TxDOT) Crossing 01 project, Bid No. 23-046, increasing the contract amount from \$1,007,004.19 to \$1,234,542.48, funding the \$227,538.29 (22.6%) increase with Stormwater Capital Outlay Budget funds.

ATTACHMENTS:

[Fair Ln](#)
[N Broadway Bridges](#)
[Green Ln](#)
[Sunnybrook Drive 01](#)
[Sunnybrook Drive 02](#)
[N Parkdale 01](#)
[N Parkdale 02](#)
[E Rieck 01](#)
[E Rieck 02](#)
[W Grande 01](#)
[W Grande 02](#)
[Contract Status - Off-System \(Non-TxDOT\) Crossings 01](#)

Drafted/Recommended By:
Department Leader

**Paul Neuhaus, P.E., M.S. - Stormwater Management and
Environmental Compliance Engineer**

Edited/Submitted By:
City Manager





















DIRECTION
230 deg(T)

32.28000°N
095.31357°W

ACCURACY 5 m
DATUM WGS84



2024-02-29
09:59:18-06:00

CONTRACT CHANGE ORDER
CHANGE ORDER NO. #01

PROJECT NAME: Off-System (Non-TxDOT) Crossings 01

DATE: 04/05/2024

CONTRACTOR: Platinum Paving, LLC
ADDRESS: 1415 Cable Ranch Rd, San Antonio, TX 78245
(Mailing: 817 E Center St, Sheridan, AR 72150)
PHONE NO.: 870-941-0457

BID NUMBER: 23-046

Item No.	Work Items	Qty	Units	Unit Price	SOV	Qty to	Amount to	Difference in	Difference in
						Complete with			Original
						CO1	Complete CO1	with CO1	Amount with
									CO1
1	PREPARING RIGHT OF WAY	3.00	EA	\$ 2,485.43	\$ 7,456.29	3.00	\$ 7,456.29	0.00	\$ -
2	RELOCATE EXISTING CONCRETE RIPRAP	1.00	LS	\$ 7,023.54	\$ 7,023.54	1.00	\$ 7,023.54	0.00	\$ -
3	EXCAVATION (UNCLASSIFIED)(PLAN QTY)	220.00	CY	\$ 23.64	\$ 5,200.80	220.00	\$ 5,200.80	0.00	\$ -
4	PLASTER CELLULOSE MULCH SEEDING	120.00	SY	\$ 25.00	\$ 3,000.00	120.00	\$ 3,000.00	0.00	\$ -
5	VEGETATIVE WATERING	4.00	MG	\$ 650.00	\$ 2,600.00	0.00	\$ -	4.00	\$ (2,600.00)
6	FLOWABLE FILL	243.00	CY	\$ 248.27	\$ 60,329.61	133.00	\$ 33,019.91	110.00	\$ (27,309.70)
7	REPAIR CORE HOLES IN CONCRETE RIPRAP	24.00	EA	\$ 179.56	\$ 4,309.44	17.00	\$ 3,052.52	7.00	\$ (1,256.92)
8	REPAIR CORE HOLES IN CULVERT FLOOR	6.00	EA	\$ 432.05	\$ 2,592.30	3.00	\$ 1,296.15	3.00	\$ (1,296.15)
9	FILTER FABRIC (PLAN QTY)	1045.00	SY	\$ 9.70	\$ 10,136.50	690.00	\$ 6,693.00	355.00	\$ (3,443.50)
10	RIPRAP (STONE PROTECTION)(DRY)(30IN)(36IN)	270.00	CY	\$ 573.09	\$ 154,734.30	381.26	\$ 218,496.29	(111.26)	\$ 63,761.99
11	RIPRAP (STONE PROTECTION)(DRY)(18IN)(24IN)	168.00	CY	\$ 377.29	\$ 63,384.72	307.18	\$ 115,897.45	(139.18)	\$ 52,512.73
12	RIPRAP (STONE PROTECTION)(DRY)(14IN)(18IN)	185.00	CY	\$ 296.89	\$ 54,924.65	217.00	\$ 64,425.13	(32.00)	\$ 9,500.48
13	RIPRAP (STONE PROTECTION)(DRY)(12IN)(30IN)	170.00	CY	\$ 403.43	\$ 68,583.10	0.00	\$ -	170.00	\$ (68,583.10)
14	RIPRAP (STONE PROTECTION)(DRY)(3IN)(6IN)	5.00	CY	\$ 283.08	\$ 1,415.40	20.33	\$ 5,753.60	(15.33)	\$ 4,338.20
15	RIPRAP (CONCRETE)(TOE WALL)(W GRANDE BLVD)	190.00	LF	\$ 190.84	\$ 36,259.60	193.00	\$ 36,832.12	(3.00)	\$ 572.52
16	RIPRAP (CONCRETE)(TOE WALL)(E RIECK ROAD)	50.00	LF	\$ 190.84	\$ 9,542.00	63.00	\$ 12,022.92	(13.00)	\$ 2,480.92
17	RIPRAP (CONCRETE)(TOE WALL)(N PARKDALE ROAD)	170.00	LF	\$ 190.84	\$ 32,442.80	151.00	\$ 28,816.84	19.00	\$ (3,625.96)
18	REMOVE STRUCTURE (CONCRETE)	1.00	LS	\$ 5,532.08	\$ 5,532.08	1.00	\$ 5,532.08	0.00	\$ -
19	MOBILIZATION AND BONDS	1.00	LS	\$ 37,150.23	\$ 37,150.23	1.00	\$ 37,150.23	0.00	\$ -
20	BARRICADES, SIGNS AND TRAFFIC HANDLING	6.00	MO	\$ 1,700.99	\$ 10,205.94	4.00	\$ 6,803.96	2.00	\$ (3,401.98)
21	ROCK FILTER DAMS (INSTALL)(TYPE 2)	70.00	LF	\$ 119.00	\$ 8,330.00	70.00	\$ 8,330.00	0.00	\$ -
22	ROCK FILTER DAMS (REMOVE)	70.00	LF	\$ 40.00	\$ 2,800.00	70.00	\$ 2,800.00	0.00	\$ -
23	ADS PIPE (HDPE)(36IN)(DOUBLE WALL)	25.00	LF	\$ 200.00	\$ 5,000.00	25.00	\$ 5,000.00	0.00	\$ -
24	HANDRAIL EXTENSION	20.00	LF	\$ 200.00	\$ 4,000.00	20.00	\$ 4,000.00	0.00	\$ -
25	CONSTRUCTION STAKING	1.00	LS	\$ 8,500.00	\$ 8,500.00	1.00	\$ 8,500.00	0.00	\$ -
26	EROSION CONTROL MAINTENANCE	1.00	LS	\$ 10,342.58	\$ 10,342.58	1.00	\$ 10,342.58	0.00	\$ -
27	PROJECT SIGNS	2.00	EA	\$ 1,600.00	\$ 3,200.00	0.00	\$ -	2.00	\$ (3,200.00)
28	ALLOWANCE FOR ADDITIONAL WORK - BALANCE	0.02	LS	\$ 90,000.00	\$ 1,852.80	0.00	\$ -	0.02	\$ (1,852.80)
28a	ALLOWANCE FOR ADDITIONAL WORK - SUNNYBROOK	0.77			\$ 69,056.90	0.77	\$ 69,056.90	0.00	\$ -
28b	ALLOWANCE FOR ADDITIONAL WORK - HYDROMULCH	0.05			\$ 4,732.00	0.05	\$ 4,732.00	0.00	\$ -
28c	ALLOWANCE FOR ADDITIONAL WORK - SUNNYBROOK								
	ADD; 10 CY FLOWABLE FILL; 20 CY RIPRAP (12IN); 20 CY RIPRAP (6IN)	0.16			\$ 14,358.30	0.16	\$ 14,358.30	(0.00)	\$ -
BASE BID SUBTOTAL				\$ 708,995.88		102.34%	\$ 725,592.62		\$ 16,596.74
A-1	PREPARING RIGHT OF WAY	1.00	EA	\$ 2,284.99	\$ 2,284.99	1.00	\$ 2,284.99	0.00	\$ -
A-2	RELOCATE EXISTING CONCRETE RIPRAP FROM BANK (PLAN QTY)	120.00	SY	\$ 13.38	\$ 1,605.60	240.00	\$ 3,211.20	(120.00)	\$ 1,605.60
A-3	PROCESS & RELOCATE EXISTING CONCRETE RIPRAP FROM CHANNEL (PLAN QTY)	135.00	SY	\$ 14.62	\$ 1,973.70	135.00	\$ 1,973.70	0.00	\$ -
A-4	FLOWABLE FILL	35.00	CY	\$ 248.27	\$ 8,689.45	33.00	\$ 8,192.91	2.00	\$ (496.54)
A-5	FILTER FABRIC (PLAN QTY)	275.00	SY	\$ 9.70	\$ 2,667.50	325.00	\$ 3,152.50	(50.00)	\$ 485.00
A-6	RIPRAP (STONE PROTECTION)(DRY)(30IN)(36IN)	135.00	CY	\$ 573.09	\$ 77,367.15	68.57	\$ 39,299.26	66.43	\$ (38,067.89)
A-7	RIPRAP (STONE PROTECTION)(DRY)(18IN)(18IN)	70.00	CY	\$ 377.29	\$ 26,410.30	53.00	\$ 19,996.37	17.00	\$ (6,413.93)
A-8	RIPRAP (STONE PROTECTION)(DRY)(12IN)(12IN)	5.00	CY	\$ 296.89	\$ 1,484.45	5.00	\$ 1,484.45	0.00	\$ -
A-9	RIPRAP (STONE PROTECTION)(DRY)(6IN)(12IN)	50.00	CY	\$ 296.89	\$ 14,844.50	80.00	\$ 23,751.20	(30.00)	\$ 8,906.70
A-10	RIPRAP (CONCRETE)(TOE WALL)	40.00	LF	\$ 190.84	\$ 7,633.60	40.00	\$ 7,633.60	0.00	\$ -
A-11	MOBILIZATION AND BONDS	1.00	LS	\$ 11,899.54	\$ 11,899.54	1.00	\$ 11,899.54	0.00	\$ -
A-12	BARRICADES, SIGNS AND TRAFFIC HANDLING	2.00	MO	\$ 1,700.99	\$ 3,401.98	2.00	\$ 3,401.98	0.00	\$ -
A-13	RETAINING WALL (CONCRETE BAG WALL)(15'-9"L)(6'-4"H)	1.00	EA	\$ 27,206.05	\$ 27,206.05	1.00	\$ 27,206.05	0.00	\$ -
A-14	CONSTRUCTION STAKING	1.00	LS	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	0.00	\$ -
A-15	EROSION CONTROL MAINTENANCE	1.00	LS	\$ 1,800.00	\$ 1,800.00	1.00	\$ 1,800.00	0.00	\$ -
A-16	ALLOWANCE FOR ADDITIONAL WORK	1.00	LS	\$ 20,000.00	\$ 20,000.00	1.00	\$ 20,000.00	0.00	\$ -
ALT A - CULVERT AT DON & PORTER				\$ 210,768.81		70.43%	\$ 176,787.75		\$ (33,981.06)
B-1	PREPARING RIGHT OF WAY	1.00	EA	\$ 2,284.99	\$ 2,284.99	1.00	\$ 2,284.99	0.00	\$ -
B-2	REMOVE ASPHALT CURB (PLAN QTY)	100.00	LF	\$ 15.00	\$ 1,500.00	100.00	\$ 1,500.00	0.00	\$ -
B-3	MISCELLANEOUS GRADING	1.00	LS	\$ 3,511.77	\$ 3,511.77	2.00	\$ 7,023.54	(1.00)	\$ 3,511.77
B-4	PLASTER CELLULOSE MULCH SEEDING	200.00	SY	\$ 25.00	\$ 5,000.00	200.00	\$ 5,000.00	0.00	\$ -
B-5	VEGETATIVE WATERING	7.00	MG	\$ 650.00	\$ 4,550.00	0.00	\$ -	7.00	\$ (4,550.00)
B-6	FILTER FABRIC (PLAN QTY)	200.00	SY	\$ 9.70	\$ 1,940.00	200.00	\$ 1,940.00	0.00	\$ -
B-7	RIPRAP (STONE PROTECTION)(DRY)(30IN)(36IN)	35.00	CY	\$ 573.09	\$ 20,058.15	19.00	\$ 10,888.71	16.00	\$ (9,169.44)
B-8	RIPRAP (STONE PROTECTION)(DRY)(18IN)(18IN)	35.00	CY	\$ 377.29	\$ 13,205.15	18.00	\$ 6,791.22	17.00	\$ (6,413.93)
B-9	RIPRAP (STONE PROTECTION)(DRY)(6IN)(12IN)	25.00	CY	\$ 296.89	\$ 7,422.25	25.00	\$ 7,422.25	0.00	\$ -
B-10	RIPRAP (STONE PROTECTION)(DRY)(3IN)(6IN)	15.00	CY	\$ 283.08	\$ 4,246.20	0.00	\$ -	15.00	\$ (4,246.20)
B-11	RECESSED INLET TYPE APPROACH	1.00	LS	\$ 1,200.00	\$ 1,200.00	1.00	\$ 1,200.00	0.00	\$ -
B-12	MOBILIZATION AND BONDS	1.00	LS	\$ 8,500.00	\$ 8,500.00	1.00	\$ 8,500.00	0.00	\$ -
B-13	BARRICADES, SIGNS AND TRAFFIC HANDLING	1.00	MO	\$ 1,700.99	\$ 1,700.99	1.00	\$ 1,700.99	0.00	\$ -
B-14	ROCK FILTER DAMS (INSTALL)(TYPE 2)	30.00	LF	\$ 119.00	\$ 3,570.00	30.00	\$ 3,570.00	0.00	\$ -
B-15	ROCK FILTER DAMS (REMOVE)	30.00	LF	\$ 40.00	\$ 1,200.00	30.00	\$ 1,200.00	0.00	\$ -
B-16	CONCRETE CURB & GUTTER	16.00	LF	\$ 175.00	\$ 2,800.00	16.00	\$ 2,800.00	0.00	\$ -
B-17	CONCRETE FLUME (PLAN QTY)	10.00	SY	\$ 125.00	\$ 1,250.00	10.00	\$ 1,250.00	0.00	\$ -
B-18	CONSTRUCTION STAKING	1.00	LS	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	0.00	\$ -
B-19	EROSION CONTROL MAINTENANCE	1.00	LS	\$ 1,800.00	\$ 1,800.00	1.00	\$ 1,800.00	0.00	\$ -
ALT B - SWALE NORTH OF DON & PORTER				\$ 87,239.50		76.08%	\$ 66,371.70		\$ (20,867.80)
F-1	FAIR LN								
	MOBILIZATION AND BONDS	1.00	LS	\$ 8,500.00	\$ 8,500.00	1.00	\$ 8,500.00	1.00	\$ 8,500.00
	BARRICADES, SIGNS AND TRAFFIC HANDLING	0.50	MO	\$ 1,700.99	\$ 850.50	0.50	\$ 850.50	0.50	\$ 850.50
	PREP ROW	1.00	LS	\$ 2,485.43	\$ 2,485.43	1.00	\$ 2,485.43	1.00	\$ 2,485.43
	CONSTRUCTION STAKING	1.00	LS	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	1.00	\$ 1,500.00
	FILTER FABRIC (PLAN QTY)	110.00	SY	\$ 9.70	\$ 1,067.00	110.00	\$ 1,067.00	110.00	\$ 1,067.00
	RIPRAP (STONE PROTECTION)(DRY)(12IN)(12IN)	35.00	CY	\$ 296.89	\$ 10,391.15	35.00	\$ 10,391.15	35.00	\$ 10,391.15
	REPAIR CORE HOLES IN CONCRETE RIPRAP	3.00	EA	\$ 432.05	\$ 1,296.15	3.00	\$ 1,296.15	3.00	\$ 1,296.15
	FLOWABLE FILL	10.00	CY	\$ 248.27	\$ 2,482.70	10.00	\$ 2,482.70	10.00	\$ 2,482.70
	EROSION CONTROL MAINTENANCE	1.00	LS	\$ 1,800.00	\$ 1,800.00	1.00	\$ 1,800.00	1.00	\$ 1,800.00
	GROUT/REPAIR STONE WALL	300.00	SF	\$ 15.00	\$ 4,500.00	300.00	\$ 4,500.00	300.00	\$ 4,500.00
	R/R FENCING	45.00	LF	\$ 65.00	\$ 2,925.00	45.00	\$ 2,925.00	45.00	\$ 2,925.00
FIELD ORDERS - FAIR LN				\$ 37,797.93		100.00%	\$ 37,797.93		\$ 37,797.93
F-2	PARKDALE ADD								
	MOBILIZATION AND BONDS	1.00	LS	\$ 8,500.00	\$ 8,500.00	1.00	\$ 8,500.00	0.00	\$ 8,500.00
	FILTER FABRIC (PLAN QTY)	130.00	SY	\$ 9.70	\$ 1,261.00	130.00	\$ 1,261.00	0.00	\$ 1,261.00

	RIPRAP (STONE PROTECTION)(DRY)(12IN)(12IN)	50.00	CY	\$	296.89	\$	14,844.50	50.00	\$	14,844.50	0.00	\$	14,844.50
	CURB	1.00	LS	\$	4,400.00	\$	4,400.00	1.00	\$	4,400.00	0.00	\$	4,400.00
	DRIVEWAY	1.00	LS	\$	3,600.00	\$	3,600.00	1.00	\$	3,600.00	0.00	\$	3,600.00
	FIELD ORDERS - PARKDALE ADD - COMPLETE					\$	32,605.50	100.00%	\$	32,605.50		\$	32,605.50
F-3	GRANDE ADD												
	MOBILIZATION AND BONDS	1.00	LS	\$	8,500.00	\$	8,500.00	1.00	\$	8,500.00	0.00	\$	8,500.00
	FILTER FABRIC (PLAN QTY)	90.00	SY	\$	9.70	\$	873.00	90.00	\$	873.00	0.00	\$	873.00
	RIPRAP (STONE PROTECTION)(DRY)(12IN)(12IN)	45.00	CY	\$	296.89	\$	13,360.05	45.00	\$	13,360.05	0.00	\$	13,360.05
	MISC GRADING	1.00	LS	\$	1,400.00	\$	1,400.00	1.00	\$	1,400.00	0.00	\$	1,400.00
	FIELD ORDERS - GRANDE ADD - COMPLETE					\$	24,133.05	100.00%	\$	24,133.05		\$	24,133.05
F-4	GREEN LN												
	MOBILIZATION AND BONDS	1.00	LS	\$	4,500.00	\$	4,500.00	1.00	\$	4,500.00	1.00	\$	4,500.00
	BARRICADES, SIGNS AND TRAFFIC HANDLING	0.25	MO	\$	1,700.99	\$	425.25	0.25	\$	425.25	0.25	\$	425.25
	MISC CONCRETE REMOVAL	1.00	LS	\$	4,000.00	\$	4,000.00	1.00	\$	4,000.00	1.00	\$	4,000.00
	FILTER FABRIC (PLAN QTY)	100.00	SY	\$	9.70	\$	970.00	100.00	\$	970.00	100.00	\$	970.00
	RIPRAP (STONE PROTECTION)(DRY)(12IN)(12IN)	40.00	CY	\$	296.89	\$	11,875.60	40.00	\$	11,875.60	40.00	\$	11,875.60
	REPAIR CORE HOLES IN CONCRETE RIPRAP	3.00	EA	\$	432.05	\$	1,296.15	3.00	\$	1,296.15	3.00	\$	1,296.15
	FLOWABLE FILL	20.00	CY	\$	248.27	\$	4,965.40	20.00	\$	4,965.40	20.00	\$	4,965.40
	FIELD ORDERS - GREEN LN					\$	28,032.40	100.00%	\$	28,032.40		\$	28,032.40
D-1	PREPARING RIGHT OF WAY (PER BRIDGE)	2.00	EA	\$	2,284.99	\$	4,569.98	2.00	\$	4,569.98	2.00	\$	4,569.98
D-2	CLEAR BRUSH FROM CONCRETE RIPRAP AND SEAL JOINTS (4 PER BRIDGE)	8.00	EA	\$	1,250.00	\$	10,000.00	8.00	\$	10,000.00	8.00	\$	10,000.00
D-3	RELOCATE EXISTING CONCRETE RIPRAP	1.00	LS	\$	7,023.54	\$	7,023.54	1.00	\$	7,023.54	1.00	\$	7,023.54
D-4	MISCELLANEOUS GRADING	2.00	EA	\$	3,511.77	\$	7,023.54	2.00	\$	7,023.54	2.00	\$	7,023.54
D-5	FLOWABLE FILL	12.00	CY	\$	248.27	\$	2,979.24	12.00	\$	2,979.24	12.00	\$	2,979.24
D-6	FILTER FABRIC (PLAN QTY)	700.00	SY	\$	9.70	\$	6,790.00	700.00	\$	6,790.00	700.00	\$	6,790.00
D-7	RIPRAP (STONE PROTECTION)(DRY)(12IN)(18IN)	10.00	CY	\$	296.89	\$	2,968.90	10.00	\$	2,968.90	10.00	\$	2,968.90
D-8	RIPRAP (STONE PROTECTION)(DRY)(12IN)(12IN)	65.00	CY	\$	296.89	\$	19,297.85	65.00	\$	19,297.85	65.00	\$	19,297.85
D-9	RIPRAP (STONE PROTECTION)(DRY)(6IN)(12IN)	150.00	CY	\$	296.89	\$	44,533.50	150.00	\$	44,533.50	150.00	\$	44,533.50
D-10	MOBILIZATION AND BONDS	1.00	LS	\$	8,500.00	\$	8,500.00	1.00	\$	8,500.00	1.00	\$	8,500.00
D-11	BARRICADES, SIGNS AND TRAFFIC HANDLING	1.00	MO	\$	1,700.99	\$	1,700.99	1.00	\$	1,700.99	1.00	\$	1,700.99
D-12	ROCK FILTER DAMS (INSTALL)(TYPE 2)	186.00	LF	\$	119.00	\$	22,134.00	186.00	\$	22,134.00	186.00	\$	22,134.00
D-13	ROCK FILTER DAMS (REMOVE)	60.00	LF	\$	40.00	\$	2,400.00	60.00	\$	2,400.00	60.00	\$	2,400.00
D-14	CONSTRUCTION STAKING	1.00	LS	\$	1,500.00	\$	1,500.00	1.00	\$	1,500.00	1.00	\$	1,500.00
D-15	EROSION CONTROL MAINTENANCE	1.00	LS	\$	1,800.00	\$	1,800.00	1.00	\$	1,800.00	1.00	\$	1,800.00
	FIELD ORDERS - NORTH BROADWAY BRIDGES					\$	143,221.54	0.00%	\$	143,221.54		\$	143,221.54
	PROJECTED BALANCES WITH EXTRA WORK					\$	1,272,794.60		\$	1,234,542.48		\$	227,538.29

Original contract price: \$ 1,007,004.19
Change in contract price from previous change orders: \$ -
Change in contract price due to this change order: \$ 227,538.29
Adjusted contract price to date: \$ 1,234,542.48

22.60%

Original contract end date / days: 4/9/2024
Change in contract days from previous change orders: 45
Change in contract days due to this change order: 0
Adjusted contract days to date: 5/24/2024

RECOMMENDED FOR APPROVAL:
Darin Jennings, P.E.
City Engineer

ACCEPTED:
Platinum Paving, LLC
Contractor

REVIEWED:
City Attorney's Office

APPROVED:
Edward Broussard
City Manager

AGENDA ITEM NUMBER:
C-A-

DATE APPROVED BY COUNCIL:
04/24/2024

Date

Date

Date

Date



**CITY OF TYLER
CITY COUNCIL COMMUNICATION**



Agenda Number: C-A-4

Date: April 24, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute an easement to Oncor for the new power service to the Westside Wastewater Treatment Plant Administration Building.

Page: Page 1 of

Item Reference:

In the Fall of 2023, construction began on the new Administration Building at the Westside Wastewater Treatment Plant, and has progressed well. As a part of this project, a new electrical service is required to provide power to the building. The attached easement documents were prepared by Oncor's land acquisition party to release a 30' easement through the plant's property to provide power to the new building.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to execute an easement to Oncor for the new power service to the Westside Wastewater Treatment Plant Administration Building.

ATTACHMENTS:

[100520 Oncor Electrical Service Easement](#)

Drafted/Recommended By:
Department Leader

**Jacob Yanker, Project Engineer/ Kate Dietz PE, Director of
Utilities**

Edited/Submitted By:
City Manager

PT #:
District: EAST
WR #: 23065349
ER # _____

EASEMENT AND RIGHT OF WAY

STATE OF TEXAS §
 §
COUNTY OF SMITH §

KNOW ALL MEN BY THESE PRESENTS:

That City of Tyler, hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC, a Delaware limited liability company**, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202-1234, hereinafter referred to as "Grantee," has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits and all necessary or desirable appurtenances over, under, through, across and upon Grantor's land described as follows:

SEE EXHIBIT "A" (ATTACHED)

Grantor recognizes that the general course of said lines, or the metes and bounds as described above, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U.S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns, and legal representatives; and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business & Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

EXECUTED this _____ day of _____, 20____.

By: _____

Name: Edward Broussard

Title: City Manager

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared Edward Broussard, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of City of Tyler, as the City Manager thereof, for the purposes and consideration therein expressed, in the capacity therein stated and that he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 20____.

Notary Public in and for the State of Texas



GEORGE A. BASS SURVEY
ABSTRACT NUMBER 66

PK NAIL FOUND
PK NAIL FOUND

CITY OF TYLER
VOL. 1226, PG. 556
D.R.S.C.T.

10" CONCRETE
FENCE POST (CM)

SKYLAR COLE BROOKS AND
SHANNAH COLE
CALLED 66.000 ACRES
INST. NO. 202201033135
O.P.R.S.C.T.

JOHN F. McCLURE SURVEY
ABSTRACT NUMBER 658

1/2" IRON ROD FOUND STAMPED
"FREEMAN SURVEYING PROPERTY
CORNER" (CM)

POINT OF
COMMENCING

CITY OF TYLER
VOL. 1162, PAGE 32
O.P.R.S.C.T.

CITY OF TYLER
VOL. 1226, PG. 559
O.P.R.S.C.T.

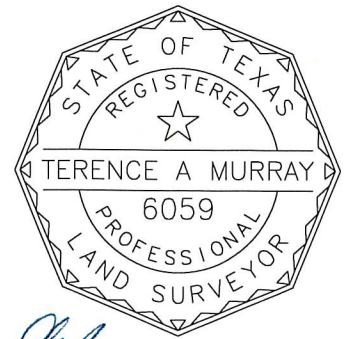
POINT OF
BEGINNING

LINE	BEARING	DISTANCE
L1	N 46°35'12" W	31.79'
L2	N 50°45'53" W	200.96'
L3	N 51°44'14" W	30.62'
L4	N 38°15'46" E	30.00'
L5	S 51°44'14" E	30.88'
L6	S 50°45'53" E	202.31'
L7	S 46°35'12" E	32.89'
L8	S 43°24'48" W	30.00'

JAMES H. McCLURE SURVEY
ABSTRACT NUMBER 659

CM=CONTROLLING MONUMENT
IRF = IRON ROD FOUND
IRS = 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PIERCE MURRAY" SET

BASIS OF BEARINGS IS THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE,
NAD83 DATUM, 2011 REALIZATION.



Terence A. Murray

EXHIBIT "A"

ONCOR ELECTRIC DELIVERY COMPANY, LLC
ELECTRICAL EASEMENT

SITUATED IN THE
JAMES H. McCLURE SURVEY, ABSTRACT NUMBER 659
SMITH COUNTY, TEXAS

PIERCE-MURRAY
LAND SOLUTIONS
Engineering & Surveying
PIERCE-MURRAY LAND SOLUTIONS
800 TALLYHO CIRCLE
TYLER, TEXAS 75703
(817) 239-5646
(903) 539-2256
TBPELS FIRM REGISTRATION NO. 10194437

ONCOR Electric Delivery Company, LLC

EXHIBIT "B"

ELECTRICAL EASEMENT DESCRIPTION

BEING a tract of land situated in the James H. McClure Survey, Abstract Number 659, Smith County, Texas and being a portion of those certain tracts of land described in deeds to the City of Tyler, Texas, as recorded in Volume 1162, Page 32, Volume 1226, Page 559, Volume 2117, Pages 593 and 595, Volume 2138, Page 238, and Volume 2201, Page 161, Official Public Records, Smith County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod with cap stamped "Freeman Survey Property Corner" found for the southeast corner of said City of Tyler tract recorded in Volume 1162, Page 32, said iron also being in the west property line of that certain called 66.000 acre tract of land described in deed to Skylar Cole Brooks and Shannah Cole, as recorded in Instrument Number 202201033135, Official Public Records, Smith County, Texas;

THENCE N 07°04'29"W, a distance of 909.64 feet along the east line of said City of Tyler tract recorded in Volume 1162, Page 32 and the west line of said called 66.000 acre tract to the most easterly northeast corner of said City of Tyler tract recorded in Volume 1162, Page 32, and also being the southerly corner of said City of Tyler tract recorded in Volume 1226, Page 559, and from which a 10 inch concrete fence post found for the northwest corner of said called 66.000 acre tract bears N 07°04'29"W, 271.65 feet;

THENCE N 41°24'11"W, a distance of 930.64 feet to a 1/2 inch iron rod with yellow plastic cap stamped "Pierce Murray" set for the POINT OF BEGINNING:

THENCE N 46°35'12"W, a distance of 31.79 feet;

THENCE N 50°45'53"W, a distance of 200.96 feet;

THENCE N 51°44'14"W, a distance of 30.62 feet to a 1/2 inch iron rod with yellow plastic cap stamped "Pierce Murray" set;

THENCE N 38°15'46"E, a distance of 30.00 feet to a 1/2 inch iron rod with yellow plastic cap stamped "Pierce Murray" set;

THENCE S 51°44'14"E, a distance of 30.88 feet;

THENCE S 50°45'53"E, a distance of 202.31 feet;

THENCE S 46°35'12"E, a distance of 32.89 feet to a 1/2 inch iron rod with yellow plastic cap stamped "Pierce Murray" set;

THENCE S 43°24'48"W, a distance of 30.00 feet returning to the Point of Beginning and containing 7,942 square feet or 0.182 acres of land, more or less.

2208-051 EA1 LEGAL



**CITY OF TYLER
CITY COUNCIL COMMUNICATION**



Agenda Number: C-A-5

Date: April 24, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute a Commercial Airline Permit between American Airlines, Inc., and Tyler Pounds Regional Airport.

Page: Page 1 of Pg 1

Item Reference:

American Airlines, Inc. (American Eagle) has leased space in the West Side Terminal at Tyler Pounds Regional Airport since August of 2002. On September 12, 2023, American Airlines requested a new lease with a term of 5 years.

Term. The lease period is October 1, 2023, through September 30, 2028.

With special attention to Page 5; Article I., Sec. D.2. of the Lease:

Oil, gas and other mineral interests. Commercial Airline Leases at Tyler Pounds Regional Airport generally make the leased premises subordinate to any oil, gas and other mineral interests. If third persons own or claim such an interest so as to cause a permanent or temporary disruption to the Lessee's activities., the City is required to use commercially reasonable efforts to minimize such disruption. Under the proposed lease, if City is unable to provide Permittee with reasonably comparable alternate premises in the event of disruption, Permittee shall be entitled to rent abatement until the earlier of (i) City's ability to provide Permittee with reasonably comparable alternate premises within the Airport (as reasonably determined by Permittee); or (ii) the end of the disruption event; or (b) Permittee shall be entitled to terminate this Permit as set forth in Article VII.E.6.

Fees. Rates and fees as a signatory airline in the permit are as follows:

- Rent of \$3,750 per month for their exclusive office and counter space.
- Landing Fees of \$0.75 per thousand pounds of certificated landing weight or a minimum of \$50.00 per month; and
- Common Space Fees of \$0.35 per enplaned passenger.

All fees were set in accordance with Tyler City Code Section 12-31.

The Airport Advisory Board approved this recommendation on November 27, 2023.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to execute a new Commercial Airline Permit with American Airlines, Inc., and Tyler Pounds Regional Airport.

ATTACHMENTS:

[American Eagle Lease 2023](#)

Drafted/Recommended By:
Department Leader

Annette Smith, Project Coordinator

Edited/Submitted By:
City Manager

TYLER POUNDS REGIONAL AIRPORT

The State of Texas
County of Smith

INDEX

COMMERCIAL AIRLINE PERMIT – AMERICAN AIRLINES INC.

	<u>Page</u>
ARTICLE 1	3
<u>PREMISES AND PRIVILEGES</u>	
SECTION A Description of Premises Permitted	
SECTION B Access	
SECTION C Objects and Purpose of Permit	
SECTION D City's Reserved Rights	
SECTION E Prohibited Uses	
SECTION F Westside Terminal Building	
SECTION G Improvements on Permitted Premises	
SECTION H Mortgage of Permit Interest	
ARTICLE II	
<u>OBLIGATIONS OF PERMITTEE</u>	
SECTION A Net Permit; Maintenance and Operation	
SECTION B Alterations to and Conditions of Premises	
SECTION C Trash, Garbage	
SECTION D Signs	
SECTION E Utilities	
SECTION F Field use Charges	
SECTION G Work Stoppages	
SECTION H Payments Due	
SECTION I Compliance with Rules	
SECTION J Nondiscrimination/Federally Required Assurances	
SECTION K FAA and Other Approval of Use	
SECTION L Non-Interference with Operation of Airport/Easements	
SECTION M Permittee Authority	
SECTION N Employees	
SECTION O Accommodation of New and/or Existing Airlines	
ARTICLE III	
<u>OBLIGATIONS OF CITY</u>	
ARTICLE IV	
<u>TERM</u>	

ARTICLE V RENTAL/SECURITY DEPOSIT

SECTION A Terminal
 SECTION B Landing Fees/Common Space Fees
 SECTION C Other Fees
 SECTION D Security Deposit
 SECTION E Fuel Delivery Fee
 SECTION F Crash/Fire/Rescue Surcharge
 SECTION G Payment
 SECTION H Rental Rate or Landing Fee Adjustment
 SECTION I Delinquent Rentals

ARTICLE VI INSURANCE AND INDEMNITY BY PERMITTEE

SECTION A Type and Amount
 SECTION B Other Insurance Requirements
 SECTION C Failure to Provide Insurance
 SECTION D Indemnity

ARTICLE VII TERMINATION OF PERMIT, CANCELLATION, ASSIGNMENT AND TRANSFER

SECTION A Termination; Recapture by City
 SECTION B Cancellation by City
 SECTION C Waiver of Statutory Notice to Quit
 SECTION D Personal Property
 SECTION E Cancellation by Permittee
 SECTION F Subletting and Assignment

ARTICLE VIII GENERAL PROVISIONS

SECTION A Applicable Law and Venue
 SECTION B Invalid Provisions
 SECTION C Paragraph Headings
 SECTION D Definition of Permittee
 SECTION E Federal Aviation Administration
 SECTION F Notices

Exhibit A Drawing Terminal Building and of Permitted Premises
 Exhibit B Airport Jet Bridge Operation and Common Use Area Agreement

FOR QUESTIONS CALL:
 Airport Manager, (903) 531-9825

THE STATE OF TEXAS	§	
	§	COMMERCIAL AIRLINE PERMIT
COUNTY OF SMITH	§	

THIS PERMIT is made between the CITY OF TYLER, TEXAS, a home-rule municipality and political subdivision of the State of Texas (hereinafter “City”), and AMERICAN AIRLINES, INC., a Delaware corporation (hereinafter “Permittee”).

WITNESSETH:

WHEREAS, City owns and operates the Tyler Pounds Regional Airport, located in Smith County, State of Texas (hereinafter “Airport”); and

WHEREAS, City has certain Airport space available for use by Permittee; and

WHEREAS, Permittee desires to execute this Permit to obtain rights to use the Permitted Premises (hereinafter defined) and Common Area (hereinafter defined) for uses described herein and upon the terms hereof.

NOW, THEREFORE, for and in consideration of the mutual agreements, the parties agree as follows:

ARTICLE I – PREMISES AND PRIVILEGES

A. DESCRIPTION OF PREMISES. For and in consideration of the terms of this Permit to be performed by Permittee, all of which Permittee accepts, City hereby issues this Permit to Permittee for Permittee’s use of the premises indicated on the attached Exhibit A (hereinafter referred to as Permittee’s “Permitted Premises,” which is comprised of Exclusive Use Space and Non-Exclusive Space). “Non-Exclusive Space” shall include the ticket counter, queuing space, ticket lobby, and bag storage areas. “Exclusive Use Space” is the space to which Permittee has exclusive use over other users. Non-Exclusive Space is subject to use by other permittees/lessees. Refer to Article V Section H for fee adjustment.

The “Common Area” includes areas used in common with other tenants at the Airport, including baggage conveyors, jet bridges, all utility rooms, duct ways, janitorial rooms and closets, stairways, hallways, elevators, entranceways, public or common use lobbies and areas, public toilet areas and other areas used for the operation, maintenance or security of the terminal building. Except as otherwise set forth in Article V, refer to Exhibit B for all provisions relative to public Airport common use facilities and jetways.

Permittee accepts the Permitted Premises in their present condition subject to and including all defects, **and Permittee will, without expense to City, repair and maintain any installations placed by Permittee thereon and remove, or cause to be moved, any debris or**

improvements placed or constructed by Permittee thereon to the extent required for Permittee's use thereof.

B. ACCESS. Upon paying the rent hereunder and performing the requirements of this Permit, Permittee shall have the right of access to and from the Permitted Premises over such roadway(s) and rights of ingress and egress to any buildings in which the Permitted Premises are located, as may be designed for that purpose and the right of access to and from the landing area for aircraft over taxiways and aircraft parking ramps provided by City. Said entrances and exits, roadway(s), aircraft parking ramps and taxiways shall be used jointly with other Airport tenants, and Permittee shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as the City deems necessary.

C. OBJECTS AND PURPOSE OF PERMIT. Permittee is hereby granted the right and privilege to use the Permitted Premises and Common Area for commercial airline related activities, including:

1. The operation of a transportation system by aircraft for the carriage of persons, property, cargo and mail, including all activities reasonably necessary to such operation (hereinafter "Air Transportation");
2. The landing, taking off, loading, unloading, repairing, maintaining, conditioning, servicing, parking, storing, and testing of aircraft or other equipment, including the use of a reasonable amount of conveniently located ramp area which is provided by City, which City will keep in good order and repair;
3. The sale of tickets and ancillary services, documentation of shipments, handling of reservations, and the loading and unloading of persons, property and mail at said Airport by such motor vehicles or other means of conveyance as Permittee may desire or require in the operation of its Air Transportation system;
4. The purchase at Airport of Permittee's requirement of fuel, lubricating oil, grease, food and other passenger supplies, and any other materials and supplies from any person or company of Permittee's choice and the making of agreements with any person or company of Permittee's choice for work to be done for Permittee. All such activities shall be subject to applicable Federal, State and City laws, Federal regulations, rules of the Northeast Texas Public Health District, and terms of this Permit;
5. The installation, maintenance and operation of such radio, communication, meteorological and aerial navigation equipment and facilities in, on and about the premises herein provided at the Airport as may be necessary or convenient in the opinion of Permittee for its operations; provided that the location of such equipment and facilities as might interfere with the use of the Airport shall be subject to approval of the Federal Aviation Administration, as well as the Airport Manager,

said Airport Manager approval not to be arbitrarily withheld;

6. Except for the ticket counter shells, baggage conveyors and flight information systems, which Permittee acknowledges to be the property of City, all improvements, fixtures, equipment and other property purchased, installed, erected or placed by Permittee in, on or about the Airport and the Permitted Premises shall be deemed to be personal property and remain the property of the Permittee, subject to the provisions of Article VI.
7. The general use, in common with others authorized to do so, of all public Airport facilities and improvements which are now or may hereafter be connected with or appurtenant to the Airport, except as hereinafter provided.

Permittee shall not use the Permitted Premises or Common Area for any purposes other than those authorized herein without the prior written consent of City, which shall not be arbitrarily withheld.

It is understood and agreed that nothing herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958, [49 USC § 40103(e), or successor statute].

D. CITY'S RESERVED RIGHTS.

1. Development. N/A

2. **Oil, Gas, Mineral Interests.** It is understood and agreed that this Permit is made subject and subordinate to the terms of any oil, gas, and other mineral interest, permits, or right-of-way easements of any nature which may have been executed heretofore. If third persons owning or claiming any interest in minerals in, under, or upon the Permitted Premises, whose interest is superior to this Permit in accordance with the preceding sentence, cause a permanent or temporary disruption of Permittee's operations upon the Airport, including the Permitted Premises, City shall use commercially reasonable efforts to minimize any such disruption to Permittee's operations, including, for example, providing Permittee with reasonably comparable alternate premises, as reasonably feasible. Permittee expressly agrees not to sue City, nor City's agents, for any loss to Permittee caused by such event. Said disruption of possession is a risk, which Permittee expressly assumes herein. Notwithstanding the foregoing, if City is unable to provide Permittee with reasonably comparable alternate premises in the event Permittee's operations are disrupted as set forth above, (a) Permittee shall be entitled to rent abatement until the earlier of (i) City's ability to provide Permittee with reasonably comparable alternate premises within the Airport (as reasonably determined by Permittee); or (ii) the end of the disruption event; or (b) Permittee shall be entitled to terminate this Permit as set forth in Article VII.E.6.

City agrees that (1) if it should, as a mineral owner under the premises, develop the Airport area, or a portion thereof, for oil, gas or other mineral purposes, no well will be

drilled or other operations conducted on the Permitted Premises or other areas of land governed by this Permit while this Permit is in effect; and (2) in the event it should hereafter execute an oil, gas or other mineral permit in favor of a third party covering the Airport area, or a portion thereof, it will cause such permit to contain a provision that the permittee therein will not conduct any of its drilling or other operations on the land governed by this Permit, or in a manner which would unreasonably interfere with Permittee's use and enjoyment of the Airport, including the Permitted Premises, while this Permit is in effect.

3. **Other Contracts.** This Permit shall be subordinate to the provisions of any existing or future agreement between City and the United States, relative to the operation or maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to City of federal funds for the development of the Airport. In the event this Permit is subordinated due to City's election to receive federal funds and that action results in reduction of Permittee's revenue producing activities, City and Permittee shall negotiate reasonable compensation to Permittee for such reduction.
4. **Other Permits.** Nothing herein contained shall limit City with respect to the granting of permits or leases to other aviation tenants under more restrictive terms as herein set forth or to the granting of permits or leases for non-commercial aviation or non-aviation purposes at terms different from those set forth herein.

City agrees not to enter into any agreement with any other similar lessee or permittee with respect to the Airport containing more favorable terms than this Permit or to grant to any other air transport operator rights, privileges, or concessions with respect to the said Airport unless the same terms are made available to Permittee.

E. PROHIBITED USES. Permittee shall not use or knowingly permit the use of any part of the Airport in any other manner than set out in **Article I. Section C** of this Permit. Some specific activities prohibited are as follows:

1. Auto rental service.
2. Food sales (except foods prepared and packaged off the Permitted Premises for food trays for private or charter flights) at the Permitted Premises.
3. Sales of alcoholic beverages at the Permitted Premises.
4. Sales or advertisement of non-aviation products other than those items by third parties that are tied to Permittee's promotion of service.
5. Any use prohibited by applicable Federal, State or City laws, federal regulations, or Northeast Texas Public Health District rules.
6. Storage, transfer, or sale of fuel.

F. WESTSIDE TERMINAL BUILDING. The provisions of this Section shall apply to the West Side Airport Terminal Building if improvements are performed.

1. Permittee shall design and construct office and up fit requirements as deemed necessary by and proposed by Permittee and subject to the reasonable approval and acceptance by City.
2. Permittee shall accept such premises “as is”.
3. Permittee shall provide all improvements to the Permitted Premises and Common Area that are necessary for Permittee to operate Permittee’s commercial airline activities hereunder.
4. All construction work done, equipment supplied and installed, and interior design and décor furnished by Permittee pursuant to this Section shall be at its sole cost and expense, free and clear of liens for labor and material, and Permittee shall hold City harmless from any liability in respect thereto.
5. Prior to the commencement of construction by Permittee, Permittee shall furnish, at its sole cost and expense, **where required by State law**, both performance and payment bonds or an acceptable letter of credit for the full amount of the proposed improvements proposed by Permittee herein, or a security deposit for said amount acceptable to the Airport Manager, to guarantee compliance with this Section. This bond shall be in a form reasonably acceptable to City and be issued by a surety company authorized and licensed to transact business in the State of Texas and be for the full amount of the proposed improvements with City of Tyler as obligee and conditioned upon full, faithful, and satisfactory performance by Permittee of its obligations to construct and install the aforementioned facilities and improvements. The principal amount of said bond or other security deposit, however, may be reduced during the term hereof as Permittee completes the improvements contemplated thereby.
6. Prior to any work being done, Permittee shall obtain City’s written approval of all plans, and shall obtain other permits and approvals required by law.
7. Prior to the construction and installation of improvements, including furniture, furnishings, and equipment, Permittee shall first prepare an overall program including a time schedule for same, which shall be subject to the reasonable approval of City.
8. If deemed necessary by Permittee, Permittee shall provide distribution of any additional utilities **within the Permitted Premises as required at Permittee’s sole expense.**
9. For projects that exceed \$15,000, City and City’s Design Architects shall review each submittal and may reject any such submittal and require Permittee to resubmit design proposals until they meet with City’s reasonable approval. Permittee shall include in the project schedule the following minimum review times (and City shall respond with either its approval or rejection thereof (including any comments thereto) within the following timeframes):
 - Overall Program 7 Calendar Days
 - Conceptual Design 7 Calendar Days
 - Design Development..... 14 Calendar Days
 - Construction Documents..... 14 Calendar Days
10. All structural or other improvements, equipment and interior design and décor constructed or installed by Permittee in the Permitted Premises, including the plans and specifications therefore, shall in all respects conform to and comply with all applicable

federal, state, Northeast Texas Public Health District, and City statutes, ordinances, building codes, orders, rules and regulations governing the Permitted Premises and Permittee's operations therein. The approval by City provided above shall not constitute a representation or warranty as to such conformity or compliance, but responsibility therefore shall at all times remain in Permittee.

11. Permittee shall require by any contract that it awards in connection with the structural or other improvements, the installation of any and all equipment and the interior designing and décor, that the contractor doing, performing or furnishing the same shall comply with all applicable Federal, State, Northeast Texas Public Health District, and City statutes, ordinances, codes, orders, rules and regulations, and shall submit to City evidence of required insurance coverage.
12. Upon completion of the improvements to the Permitted Premises, Permittee shall, within sixty (60) days, furnish City, at no charge: (1) a certificate certifying that the improvements have been constructed in accordance with the approved plans and specifications and in strict compliance with all applicable Federal, State, Northeast Texas Public Health District, and City laws, rules, ordinances and governmental rules, regulations and orders, and (2) two [2] complete, reproducible sets of as-built drawings covering the structural and other improvements installed by Permittee in the Permitted Premises plus the location and details of installation of all equipment, utility lines, heating, ventilating, air-condition ducts and related matters. Permittee shall keep said drawings current by updating the same in order to reflect thereon any changes or modifications which may be made in or to the Permitted Premises by Permittee; and as installation of the structural and equipment items, counters, partitions, furnishing and the interior design and décor is completed.

G. IMPROVEMENTS ON PERMITTED PREMISES. No material improvement on the Permitted Premises shall be made or installed by Permittee without the prior written consent of the Airport Manager, which consent will not be arbitrarily withheld; the terms and conditions set forth in Article I.F. above shall apply to any improvements to the West Side Airport Terminal Building. Permittee agrees that prior to the installation or construction of any such fixture, structure addition, or improvement, it shall submit the general plan, location design and character thereof to the Airport Manager for approval, and that all construction will be in conformity with such plans and specifications. Approval of Permittee's plans by City shall not constitute a representation or warranty as to such conformity; responsibility for such conformity shall at all times remain in Permittee.

Permittee understands that all development shall conform to Airport Master Plan Guidelines and other Airport Rules and Regulations then in existence as approved by City Council, which are available in the Airport Manager's office. Intentional failure to conform such development to approved plans as scheduled shall be cause for termination of this Permit upon failure to conform within thirty (30) days of City's written notice to Permittee of its failure to conform.

Title to all improvements constructed or installed by Permittee, including trade fixtures, personal property and other equipment on the Permitted Premises shall

throughout the term of this Permit remain in Permittee, subject to the provisions of Article VI.

H. MORTGAGE OF PERMITHOLD INTEREST. N/A

ARTICLE II – OBLIGATIONS OF PERMITTEE

A. NET PERMIT; MAINTENANCE AND OPERATION. Except as otherwise set forth herein, the use and occupancy of the Permitted Premises by Permittee will be without cost or expense to City. Except as otherwise set forth in this Permit (including Exhibit B, Common Use Area), it shall be the sole responsibility of Permittee to maintain, repair and operate the entirety of the Exclusive Use Space of the Permitted Premises and any improvements and facilities constructed thereon or elsewhere at the Airport by Permittee at Permittee's sole cost and expense except as specifically set forth in this Article. Lessee shall obtain prior Airport Manager approval prior to performing any building, construction or alteration activities in areas at the Airport that are outside of its Leased premises.

Except as otherwise set forth in this Permit (including Exhibit B), Permittee shall maintain the Exclusive Use Space of the Permitted Premises (and other improvements constructed by Permittee elsewhere upon the Airport) at all times in a safe, neat and attractive condition and shall not permit the accumulation of any trash or debris on the premises. Permittee shall repair all damages to said premises or improvements caused by its employees, patrons, or its operation thereon.

City reserves the right to make periodic inspection of the Permitted Premises and improvements and equipment therein during normal business hours after reasonable notice. City shall use commercially reasonable efforts to avoid unreasonable interference with Permittee's business operations.

City, in its reasonable discretion, shall be the sole judge of the quality of maintenance, which shall uniformly apply to all airport tenants. Upon written notice by City to Permittee, Permittee shall be required to perform whatever reasonable maintenance City deems necessary to the Exclusive Use Space of the Permitted Premises or other improvements constructed by Permittee elsewhere on the Airport. If said maintenance is not undertaken by Permittee within ten business (10) days after receipt of written notice, City shall have the right to enter upon the Exclusive Use Space of the Permitted Premises and perform the necessary maintenance, the reasonable cost of which shall be borne by Permittee.

Permittee agrees to install and maintain on the Exclusive Use Space of the Permitted Premises and on the tarmac where Permittee is assigned for staging or parking its aircraft such fire equipment and fire extinguishers as may be reasonably designated or requested of an airline by the City of Tyler Fire Marshall or in accordance with applicable safety standards. Notwithstanding the foregoing, City retains all responsibilities in terms of firefighting equipment and responding to fire incidents at the Airport that is required of the City pursuant to applicable laws, rules and regulations.

City shall at all times keep the Non-Exclusive Space, the Common Area, airfield areas (including the runway), and other areas of the Airport governed by this Permit (excluding (i) Permittee's Exclusive Use Space and (ii) any improvements constructed by Permittee elsewhere upon the Airport, which shall be the responsibility of Permittee, as set forth herein) in a safe, neat and attractive condition and in good order and repair throughout the term of this Permit.

A. ALTERATIONS TO AND CONDITION OF PREMISES. Permittee shall not remove or demolish, in whole or in part, any improvements upon the Permitted Premises without the prior written consent of City (not to be unreasonably withheld, conditioned or delayed) which may, at its discretion, condition such consent upon the obligation of Permittee to replace the same by a reasonably comparable improvement specified in such consent.

Permittee shall not add, modify, or replace electrical plugs, outlets or fittings without written approval of Airport Manager. Any such additions, modifications or replacements shall be at the sole expense of the Permittee. All City-owned parts removed from City-owned jetways or other Airport premises by Permittee must be returned to City. Unless otherwise agreed in writing, Permittee agrees to replace all City-owned removed parts/components back to their original condition, less ordinary wear and tear, upon expiration or termination of this Permit.

Permittee further agrees that upon the expiration of the term or renewal period of this Permit or sooner cancellation thereof, said Exclusive Use Space of the Permitted Premises will be delivered to City in good condition, reasonable wear and tear excepted, subject to the provisions of Article VI.

B. TRASH, GARBAGE. Permittee shall provide a complete and proper arrangement of the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse caused by the operation of Permittee's business on the Permitted Premises. Permittee shall provide and use approved receptacles for all such garbage, trash, and other refuse. Piling of boxes, cartons, barrels, or other similar items in an unattractive or unsafe manner, on or about the Permitted Premises, is prohibited.

C. SIGNS. The installation and operation of identifying signs on the Permitted Premises, as well as the general type, number, design, and method of installation and removal and location of such signs, is subject to the approval of the Airport Manager, such approval not to be arbitrarily or unreasonably withheld, conditioned or delayed.

D. UTILITIES. Permittee shall assume and pay for all costs or charges for utilities services furnished to Permittee during the term hereof; provided, however, that Permittee shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and Permittee shall pay for any and all service charges incurred therefor.

E. FIELD USE CHARGES. Nothing herein shall be deemed to relieve Permittee, sub-permittees, and others from landing fees, as are described in the Code of Ordinances of the City of Tyler, Texas.

F. WORK STOPPAGES. In the event of a strike or work stoppage by employees of Permittee, Permittee will continue to pay, during the entire period of any such strike or work stoppage, the rentals as set forth in Article IV, due in this Permit.

G. PAYMENTS DUE. Permittee agrees that no payments due and owing by Permittee of any nature whatsoever to City, including payment in advance for service charges (such as garbage collection), or any other sums of any character whatsoever, shall become delinquent or in arrears.

H. COMPLIANCE WITH RULES. Permittee will comply with any and all applicable federal, state, and City laws, rules and regulations, Northeast Texas Public Health District rules, and all regulations made by the Airport Manager and approved by the City Council, provided, however, such rules and regulations do not interfere or abrogate any of the rights afforded Permittee under this Permit.

I. NONDISCRIMINATION/FEDERALLY REQUIRED ASSURANCES. Permittee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby agree that “as a covenant running with the land” (1) no person on the grounds of race, color, sex, creed, national origin, or disabled status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, or in the construction of any improvements on, or under such land, or the furnishing of services thereof; and (2) that Permittee shall use the premises in compliance with and conduct its operations in accordance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, or Section 504 of the Rehabilitation Act of 1973 (23 USC 794) and 49 CFR Part 27 and as said regulations may be amended, and that Permittee will comply with such enforcement procedures as the federal government might demand that City take.

J. FAA AND OTHER APPROVAL OF USE. Permittee agrees to secure required approvals from the Federal Aviation Administration concerning the height and location of all buildings or improvements or modifications thereof which may be constructed or installed by Permittee on the Permitted Premises and to satisfy any applicable environmental or other requirements of federal, state, and local authorities as to noise, smoke, fumes emissions, or other hazards or other offensive uses, if any, which may occur as a result of Permittee’s operations on the Permitted Premises.

K. NON-INTERFERENCE WITH OPERATION OF AIRPORT/EASEMENTS.

1. Permittee, by accepting this Permit, expressly agrees for itself, its successors and assigns that it will not use the Permitted Premises in any manner which might interfere with the landing and taking off of aircraft at the Airport or otherwise constitute a hazard. If Permittee violates this provision, City reserves the right to enter upon the Permitted Premises and remove the interference at the expense of Permittee.

2. City shall maintain and keep in good repair the landing area of the Airport and shall have the right to direct and control all activities of the Permittee in this regard. It is understood that City will attempt to coordinate such activities with Permittee in advance.
3. Easements. City retains the use and enjoyment of all utility and other easements located on, in or about the hereinabove described Permitted Premises. City shall retain the right to take, without compensation to Permittee, any additional easements as are necessary on the hereinabove described Permitted Premises for installation or maintenance of utilities, whether they be to supply service to the Permittee hereunder or other Airport permittees, provided, that all such easements (existing and additional) do not interfere with Permittee's use of the Permitted Premises.
4. City shall retain an easement over, above and on the Permitted Premises in relation to aircraft noise and the utilization of the air space for the operation of Airport.

M. PERMITTEE AUTHORITY. Permittee represents and promises that the officers of Permittee executing this Permit are duly authorized by corporate resolution or other appropriate authorization to execute same on behalf of Permittee.

N. EMPLOYEES. Permittee shall at all times retain, or its subcontractor shall retain, an active, qualified, competent and experienced manager to supervise its operations and to represent and act for Permittee in matters pertaining to the day-to-day operation of its Air Transportation business at the Airport.

Permittee shall be required to uniform or dress its employees or contracted agents appropriately. An appropriate badge, cap or standard item of apparel shall identify the service. Employees shall be clean, courteous and professional in appearance at all times. Permittee shall not employ any person(s) in or about the Permitted Premises who fail to comply with applicable Airport rules and regulations.

Permittee shall maintain a close check over its employees to ensure a high standard of service to the public. Upon written notice by City to Permittee that any person employed by Permittee at Airport is, in City's reasonable opinion, detrimental to the best interest of Airport, Permittee will respond in writing to Airport Manager within five (5) business days of its response and any action Permittee decides to take with regard to such person. No request by City should cause Permittee to violate employee privacy laws or statutes.

O. ACCOMMODATION OF NEW AND/OR EXISTING AIRLINES. Permittee and City agree that every reasonable effort will be made to accommodate any other new entrant or incumbent airline, hereinafter referred to as **Requesting Airline**. City will make every effort to accommodate a **Requesting Airline** by executing a permit or lease of premises between **Requesting Airline and City, subject to City Council approval**. Should there be no terminal space available to accommodate the **Requesting Airline** for permit/lease from City, the parties hereto recognize that it may become necessary to share the use of the Permitted Premises and/or Exclusive Use Space described herein, with other airlines to reasonably accommodate new and/or

additional Air Transportation service at Tyler Pounds Regional Airport. Permittee agrees to reasonably cooperate with City by giving appropriate response and action to any requests by City to accommodate a **Requesting Airline** in Permittee's Permitted Premises and/or Exclusive Use Space, provided, however, if a **Requesting Airline** uses the Permitted Premises or Exclusive Use Space, Permittee's rent will be decreased accordingly, and **Requesting Airline(s)** will agree to indemnify Permittee and City including agreeing to provide the same levels and amounts of insurance as Permittee is required to maintain under this Permit. For avoidance of doubt, under no circumstance shall Permittee be responsible for the acts or omissions of a Requesting Airline.

ARTICLE III – OBLIGATIONS OF THE CITY

A. City shall, with reasonable diligence, prudently develop, improve, and at all times maintain and operate the Airport in an acceptable manner and consistent with airports of similar size with qualified personnel and keep the Airport in an orderly, clean, neat and sanitary condition, and good repair.

B. City shall, to the extent it is legally able so to do, use reasonable efforts to keep the Airport and its aerial approaches free from ground obstruction for the safe and proper use thereof by Permittee.

ARTICLE IV – TERM

The term of this Permit shall be for a period of five (5) years beginning on October 1, 2023 and ending on September 30, 2028.

Permittee shall have an option to renew this Permit for two (2) additional two-year period(s) upon the expiration of the initial Permit term at rates to be negotiated.

Permittee's election to exercise an option to renew this Permit shall be set forth in writing to the Airport Manager no later than three (3) months before the expiration of the primary term of this Permit or option period. Permittee's failure to supply written request voids any renewal options.

It is specifically agreed that Permittee's option to extend the original term of this Permit shall be subject to a finding and determination by the City Council, subsequent to the receipt of the exercise of said option to renew by Permittee, as follows:

1. That the operations of Permittee upon the premises have not resulted in a disruption of normal Airport aviation activities; and that,
2. The continued use of said premises by Permittee will be consistent with the normal functioning of the Airport for the extended term.

If Permittee continues to occupy the Permitted Premises beyond the term of the Permit period or any extension thereof, such holding over shall not constitute a renewal of this Permit but shall be a day-to-day tenancy only, which may be terminated at any time by City.

ARTICLE V – RENTAL/SECURITY DEPOSIT

A. TERMINAL. As required by Tyler City Code Section 12-31, Permittee shall, during the term of this Permit, pay rent to City as follows:

EXCLUSIVE USE SPACE

Airline Office Areas	399 sq. ft.
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NON-EXCLUSIVE USE SPACE

Ticketing	576 sq. ft.
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Hall	142 sq. ft.
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Baggage Belt at Ticket Counter	143 sq. ft.
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Baggage Make-up	192 sq. ft.
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Total:	1,452 sq. ft.
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Bag Storage	72 sq. ft.
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TOTAL EXCLUSIVE AND NON-EXCLUSIVE USE 1,524 sq. ft @ \$29.52 per sq. ft.

\$45,000.00/Annually

\$ 3,750.00/Monthly

B. LANDING FEE/COMMON AREA AND JETWAY FEES: Landing fees shall be \$.75 per thousand pounds of certified landing weight or a minimum of \$50.00 per month. Common Area fees shall be \$.35 per enplaned passenger. Permittee shall calculate and report such fees no later than the third (3rd) business day after the end of each month for which landing fees and Common Area fees are due. Such report shall be in writing and in a form approved by the Airport Manager. Payment of landing fees/Common Area fees are due no later than the tenth (10th) business day after the end of each month for which landing fees are due. Landings of aircraft operated by Permittee engaged in training flights and diversion flights shall be included in landing counts for purposes of calculating landing fees.

C. OTHER FEES. Telephone service shall be the financial responsibility of Permittee.

D. SECURITY DEPOSIT. N/A

E. FUEL DELIVERY FEE. N/A

F. CRASH/FIRE/RESCUE SURCHARGE. No charge at this time. Refer to Article V, Section H.

G. PAYMENT. Payment of all amounts due in accordance with Article V, except landing fees, are due in advance no later than the tenth (10th) business day of the month for which payment is due. (Example: No later than the tenth (10th) business day of February, Permittee

shall pay February rental, plus January landing fees (including landings during training flights) and Common Area fees that were reported by the third (3rd) business day in February.)

Because all amounts except landing fees/Common Area fees are set out herein, it shall not be necessary for City to bill Permittee, although City may choose to do so.

All payments are to be made at the Airport Manager's Office, Tyler Pounds Regional Airport, either in person or mailed to the address shown in Article VIII, Section F.

City reserves the right to assess and collect Passenger Facility Charges, subject to terms and conditions and such methods of collections as set forth in the Federal Aviation Safety and Capacity Expansion Act of 1990, (the "PFC Act"), as amended, and Tyler City Code Chapter 12, Article VI.

H. RENTAL RATE OR FEE ADJUSTMENT. Upon City Council approval and two (2) months' advance written notice, City may decrease or increase the rates as set forth herein provided that they shall not exceed the rates then being charged at similar-sized airports in the United States at comparable facilities. Should such rates increase, Permittee may choose to either comply with the increase or at any time after such increase cancel this Permit with no penalty.

I. DELINQUENT RENTALS. If sums due to City are not received by the twentieth (20th) day of the month for which payment is due, City shall send written notice to Permittee indicating amounts that are overdue and requesting that payment be made within ten (10) days of receipt of the notice. If payment is not received for amounts due and owing within the ten (10) day period following written notice, then a delinquent fee of **\$20.00 per day** shall be assessed against Permittee in addition to the unpaid balance for each day following the ten (10) day notice period that the overdue amount remains unpaid.

ARTICLE VI- INSURANCE AND INDEMNITY BY PERMITTEE

A. TYPE AND AMOUNT. Permittee shall provide and maintain, at its own expense, the following types and amounts of insurance, during the term of this Permit:

<u>TYPE</u>	<u>AMOUNT</u>
1. Comprehensive General (Public) Liability – to include (but not limited to) the following:	Combined Single Limit (or equivalent) for Bodily Injury and Property Damage \$100,000,000 per occurrence
a. Premises/Operations	
b. Independent Contractors	
c. Personal injury liability/	

contractual liability (insuring
indemnity provision within this
Permit)

AND, where the exposure exists,
Coverage for:

- d. Products/Completed operations
- e. Explosion, Collapse and Underground
Property Damage

2. Worker's Compensation & Employers Liability

Statutory (where required by state law)

\$1,000,000 per occurrence

The preceding amounts notwithstanding, the City Council reserves the right to increase the minimum required insurance to be effective thirty (30) days after written notice is sent to the address provided herein. If City exercises the right to increase minimum insurance amounts, Permittee may choose to either comply with the increase or cancel this Permit in whole with no penalty.

The procuring of such policy of insurance shall not be construed to be a limitation upon Permittee's liability or as a full performance on its part of the indemnification provisions of the Permit. Permittee's obligations to the City are, notwithstanding said policy of insurance, for the full and total amount of any damage, injury or loss as provided under the terms of the Permit.

B. OTHER INSURANCE REQUIREMENTS. *Prior to the Permit effective date,* Permittee shall furnish to Airport Manager certificates, plainly and clearly evidencing required insurance and thereafter new certificates ***prior to the expiration date of any prior certificate.*** Permittee understands that it is its sole responsibility to provide this necessary information and that failure to comply timely with the requirements of this article shall be a cause for termination of this Permit, under the provisions of the termination clause.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to pay claims in the State of Texas. All certificates shall be subject to examination and approval by the City Attorney's Office for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Permit for the City of Tyler, Texas and City's respective officers, director, agents and employees as additional insured shall be primary insurance and not contributing with any other insurance available to City, under any third party liability policy.

Permittee further agrees that with respect to the above required insurance, the City shall:

- 1. Be named as additional insured/or an insured, as its interest may appear; and
- 2. Be provided with a waiver of subrogation; and

3. Be provided with 30 days advance notice, in writing, of cancellation or adverse material change (10 days' notice of cancellation for non-payment of premium).

If either requirement #1 or #2 requires the payment of additional premium by Permittee, Permittee may present such information to the City Council for its reconsideration. City will not be responsible for any of Permittee's insurance costs.

C. FAILURE TO PROVIDE INSURANCE, SUSPENSION OF ACTIVITIES. WHENEVER A PERMITTEE IS UNABLE TO SHOW PROOF OF INSURANCE REQUIRED AND AFTER TEN (10) DAYS' PRIOR WRITTEN NOTICE, THEN THE CITY MANAGER SHALL HAVE THE AUTHORITY TO SUSPEND TEMPORARILY PERMITTEE'S AIRPORT ACTIVITIES ON A DAILY, OR PORTION OF A DAY BASIS UNTIL PROOF OF REQUIRED INSURANCE IS PROVIDED. THIS REMEDY IS IN ADDITION TO ALL OTHERS HEREIN AND IS INTENDED TO OBTAIN COMPLIANCE WITHOUT AND BEFORE TERMINATION OF THE PERMIT.

D. INDEMNITY. It is agreed for all purposes hereunder, Permittee is and shall be an independent contractor and shall not, with respect to its acts or omissions be deemed an agent or employee of City.

Permittee agrees to indemnify, hold harmless and defend City, its officers, agents and employees, from and against all liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and reasonable attorney's fees and other reasonable costs occasioned by (i) Permittee's negligence in occupancy or use of the Permitted Premises, (ii) activities conducted in connection with or incidental to this Permit and arising out of or resulting from the intentional acts or negligence of Permittee, its officers, agents or employees, including all such causes of action based on common, constitutional, or statutory law, or (iii) the negligent or intentional acts or omissions of Permittee, its officers, agents, employees, or invitees (excluding passengers).

Notwithstanding any provision in this Section or any other provision of this Permit, Permittee shall not be liable for damages, including, without limitation, any and all damages, losses, liabilities, obligations, claims, litigation, demands, defenses, judgments, suits, proceedings, fines, penalties, costs, disbursements and expenses (to include, without limitation, attorneys', experts', and consultants' fees and expenses, investigation costs and expenses, clean-up costs, and waste disposal costs) for any release, discharge, spill, seep, migration, or contamination, caused by, resulting from, arising from, or related to any material or substance (a) occurring or existing prior to the effective date of this Permit; (b) to the extent caused by City or its officers, employees, agents and/or invitees or anyone that is not Permittee or Permittee's officers, employees, agents and/or invitees (excluding passengers). The indemnification set forth in this Section shall be in addition to any other indemnification obligations of Permittee under this Permit.

Permittee further agrees that it shall at all times exercise reasonable precautions for the safety of its officers, agents, employees, and invitees, as well as their property, while in or on the Permitted Premises. It is expressly understood and agreed that City shall not be liable or responsible for the negligence of Permittee, its agents, servants, employees, and invitees (excluding passengers). Provided, however, nothing herein shall be construed to create a duty owed by Permittee to third persons where no such duty exists by law.

Further, City assumes no responsibility or liability for harm, injury, or any damaging events which are directly or indirectly attributable to premises defects in improvements constructed by Permittee which may now exist or which may hereafter arise upon the Permitted Premises, any and all such defects being expressly waived by Permittee. Permittee understands and agrees that this indemnity provision shall apply to any and all claims, suits, demands, and/or actions based upon or arising from any such premise defects or conditions, including but not limited to any such claim asserted by or on behalf of Permittee or any of its members, agents, employees, or invitees (excluding passengers).

It is further agreed with respect to the above indemnity that City and Permittee will provide the other prompt and timely notice of any event covered which in any way, directly or indirectly, contingently or otherwise, affects or might affect the Permittee or City, and City shall have the right to compromise and defend the same to the extent of its own interests if it pays for and retains its own counsel. Provided, however, nothing in this Permit shall be construed as obligating Permittee to indemnify City for the negligence or actions of City, its agents, servants, or employees, or third parties over whom Permittee has no right of control.

ARTICLE VII – TERMINATION OF PERMIT, CANCELLATION, ASSIGNMENT AND TRANSFER

A. TERMINATION; RECAPTURE BY CITY. This Permit shall terminate at the end of the full term hereof, at the end of any full term of any renewal period, OR AS EARLIER TERMINATED AS PROVIDED ELSEWHERE IN THIS PERMIT and Permittee shall have no further right or interest in the premises, except as provided by the other provisions herein relating to improvements.

If City requires the Permitted Premises for expansion or developing of the Airport, City reserves the right, on three (3) months' advanced written notice, to relocate or replace Permittee's improvements and Permitted Premises at City's cost and expenses in substantially

similar form at another comparable location on Airport, provided, such relocation does not materially interfere or impact Permittee's operations. City will reimburse Permittee's costs to make any such relocation or replacement, and during any such period of relocation. City will use its best efforts to assist Permittee in obtaining temporary shelter and rent payments will be abated.

During time of war or national emergency, City shall have the right to permit the Airport or any part thereof to the United States Government for military or naval use, and if any such permit is executed, the provisions of this instrument insofar as they are inconsistent with

the permit issued to the Government shall be suspended, and in that event, a just and proportionate part of the rent hereunder shall be abated.

B. CANCELLATION BY CITY. Unless otherwise agreed to by the parties in writing, this Permit shall be subject to cancellation by City if Permittee fails to rectify the following within thirty(30) days of written notice to do same from City.

1. Default in the performance of any of the terms required herein to be kept and performed by Permittee.
2. Material failure to abide by all valid and enforceable laws of the United States or State of Texas or any ordinances or other Airport Rules and Regulations approved by the City Council, or any applicable rules of the Northeast Texas Public Health District.
3. If construction requirements are needed by Permittee and Permittee fails to request approval of an amended design plan within six (6) weeks before the date of proposed construction of improvements within the Permitted Premises, City-owned jet bridges or airport passenger terminal area.
4. Abandonment of the Permitted Premises for thirty (30) days.
5. Bankruptcy; being in arrears in the payment of the benefit of creditors; or making a general assignment for the benefit of creditors; or filing a voluntary petition of bankruptcy, or, if the proceedings in bankruptcy shall be instituted against Permittee and thereafter adjudicated a bankrupt pursuant to such proceedings; or if a receiver shall take jurisdiction of Permittee and its assets pursuant to proceedings brought under the provisions of any federal reorganization act; or if a receiver for Permittee's assets is appointed; or if Permittee shall be divested of its rights, powers and privileges under this Permit by other operation of law.
6. Cancellation of all regularly scheduled airline service into the Airport.

If, after thirty (30) days from the date of such notice, the default, failure to perform, or breach complained of shall not have been corrected in a manner reasonably satisfactory to City, then City shall have the right, without further notice to Permittee, to take immediate possession of the Permitted Premises and remove Permittee's effects, forcibly, if necessary, without being deemed guilty of trespassing. Upon said default, all rights of Permittee shall be forfeited; provided, however, City shall have and reserve all of its available remedies at law as a result of said breach of this Permit.

Failure of either party to declare this Permit terminated upon the default of either party for any reasons set out shall not operate to bar, destroy or waive the right of such party to cancel this Permit by reason of any subsequent violation of the terms hereof. The acceptance of rentals and fees by City for any period(s) after a default of any of the terms herein contained to be performed, kept and observed by Permittee shall not be deemed a waiver of any rights on the part of City to cancel this Permit for failure by Permittee to so perform, keep or observe any of the terms hereof. (The actual termination of this Permit under the provisions of Article VII shall occur when approved by City Council.)

C. WAIVER OF STATUTORY NOTICE TO QUIT. If City exercises its option to cancel this Permit upon the happening of any or all of the events set forth in Section B (Cancellation by City) and the failure of Permittee to correct any such breach within the time allowed, a notice of cancellation given pursuant to Section B and sent to the address specified in Article VIII Section F (or subsequent address provided in writing to Airport Manager) and City Council approval of the termination shall be sufficient to cancel this Permit; **and upon such cancellation, Permittee hereby agrees that it will surrender up possession of the Permitted Premises to City, subject to Permittee's rights in the improvements as provided for elsewhere herein.**

D. PERSONAL PROPERTY. City shall have a lien as security for the rent aforesaid upon all of the goods, wares, chattels, implements, fixtures, furniture, tools and other personal property, excluding aircraft and Information Technology Equipment containing confidential information of the Permittee's customers, which are or may be put or caused to be put on the Permitted Premises by Permittee. City may elect to retain possession of such property or may sell the same and keep the proceeds after first applying them to any payments in arrears, or may have such property removed at the expense of Permittee. **Upon termination of this Permit, Permittee shall remove all such property from the Permitted Premises within ten (10) business days after said termination, provided that Permittee may not remove any improvements for which it will receive a rental credit or rebate.**

Permittee shall repair, at its own expense, any damage resulting from said removal of its personal property and shall leave the Permitted Premises in a neat and clean condition with all other improvements in place, wear and tear excepted.

E. CANCELLATION BY PERMITTEE. This Permit shall be subject to cancellation by Permittee (without penalty), at Permittee's option, after one or more of the following:

1. The permanent abandonment of the Airport as a public airport.
2. The lawful assumption by the United States Government or any authorized agency thereof, of the operation, control or use of the Airport or any substantial part(s), in such a manner as substantially to restrict Permittee for a period of at least thirty (30) days from operating thereof.
3. Damage to Permittee's improvements, by any instrumentality that renders such improvements unacceptable for the purpose for which they were intended.
4. Permittee's determination that its continued occupancy or use has become uneconomical.
5. The breach by City of any of the terms herein contained and the failure of City to remedy such breach for a period of thirty (30) days after receipt of a written notice of the existence of such breach.
6. Permittee's determination that its continued occupancy or use of the Permitted Premises is not feasible as a result of third persons exercising mineral rights in the Permitted Premises.

Permittee may exercise such rights of termination upon thirty (30) days' prior written notice to City and this Permit shall terminate as of that date. Rentals due hereunder shall be payable only to the date of said termination.

F. SUBLETTING AND ASSIGNMENT. Except to a parent, code share partner, alliance partner or corporation(s) owned or controlled by Permittee or under the same parental control as Permittee, Permittee shall not rent or sub Permit or assign all or any part of such premises or the improvements located thereon without the prior written consent of the City Council, which consent shall not be unreasonably withheld. Any subpermittees shall be subject to the same terms as set forth herein. Permittee shall be responsible for the observance by its tenants and subpermittees of the terms of this Permit.

As a condition of and as consideration for approving any assignment, transfer or subpermit, City may require amendment of the terms of this Permit to conform to any different terms of the permit form then currently approved and adopted by City for new permits, provided, in the event of such amendment, transferee, assignee, or subpermittee shall be given the option of taking over the unexpired balance of this Permit or entering into a new permit for such term as may then be approved by City for new permits for permit assignees. It is not the intention of the City that the subpermits or other tenant situations be misused as a method to avoid compliance with the minimum standards herein.

In the event of approved assignment, Permittee shall be relieved of any further obligation hereunder, and City will look solely to such approved assignee for performance of this Permit subsequent to the date of such approved assignment. Said assignee shall not assign said Permit except with the prior written approval of City, and any assignment by the Permittee shall contain a clause to this effect.

All of the terms herein contained shall be binding upon and shall inure to the benefit of successors and assigns of the respective parties hereto.

ARTICLE VIII – GENERAL PROVISIONS

A. APPLICABLE LAW AND VENUE. This Permit and all transactions made hereunder shall be construed and governed according to the laws of the State of Texas. Venue for any legal proceedings shall be in Smith County, Texas.

B. INVALID PROVISIONS. If any provision herein is held to be invalid by a court of competent jurisdiction, the invalidity of such provision shall in no way affect any other provision.

C. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provisions of this Permit.

D. DEFINITION OF PERMITTEE. The term “Permittee” shall include Permittee, its heirs or executors, and any corporations now or hereafter owned or controlled by Permittee, its heirs and executors, who are operating on the Permitted Premises.

E. FEDERAL AVIATION ADMINISTRATION. Whenever the Term “Federal Aviation Administration” is used in this Permit, it shall be construed as referring to the Federal Aviation Administration created by the federal government or to such other agencies of the federal government having from time to time similar jurisdiction over Permittee or its business.

F. NOTICES. Whenever any notice or payment is required by this Permit to be made, given or transmitted to parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, addressed to:

Tyler Pounds Regional Airport
700 Skyway Blvd., Ste. 201
Tyler, TX 75704

And notices, consent and approval to Permittee addressed to:

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed this _____ day of _____, 2023.

CITY OF TYLER

PERMITTEE, AMERICAN AIRLINES

BY: _____ BY:

EDWARD BROUSSARD, CITY MANAGER

Council approved: _____
 Agenda Item No.: _____

ATTEST:

 CITY CLERK

RECOMMENDED: _____
 AIRPORT MANAGER

(Airport Advisory Board considered on _____ and recommended approval/denial)

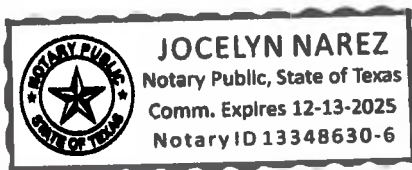
APPROVED: _____
 CITY ATTORNEY

THE STATE OF TEXAS
 COUNTY OF Tarrant

This instrument was acknowledged before me on March 14, 2024, by
Reshma N. Soni, Permittee.
 (American Airlines) ^A on behalf of

Reshma Soni

Notary Public in and for the State of Texas



Jocelyn Narez



**CITY OF TYLER
CITY COUNCIL COMMUNICATION**



Agenda Number: C-A-6

Date: April 24, 2024

Subject: Request that the City Council consider authorizing the City Manager to purchase three (3) A-60 mowers for the Parks Department to replace units 15507 and 15512, from Kinloch Equipment through Buyboard contract #706-23 for a total purchase cost of \$169,650.00.

Page: Page 1 of

Item Reference:

The fleet replacement program budgets for departments to replace their vehicles on a regular schedule, particularly those with mileage and/or maintenance cost expectations. After meeting with the staff at Lindsey and Faulkner Park, it was determined that unit 15507 and unit 15512 were no longer repairable and need to be replaced. Vehicle Services reached out to Kinloch Equipment Buyboard contract #706-23 to purchase three (3) AMR A - 60 mowers each costing \$56,550.00 for a total cost of \$169,650.00.

Funding will come from the Vehicle Services replacement fund 640-0661-641-2604.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to purchase three (3) A-60 mowers for the Parks Department to replace units 15507 and 15512, from Kinloch Equipment through Buyboard contract #706-23 for a total purchase cost of \$169,650.00.

ATTACHMENTS:

[Tyler RC Mowers AMR A-60 BuyBoard Proposal](#)

Drafted/Recommended By:
Department Leader

Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager



www.kinlochequip.com

Ph. 713-473-6213 Fax: 713-473-7858

By: Dane Clarke Cell: 727-729-0255

email: dane.clarke@kinlochequip.com

AMR A-60

City of Tyler

3320 Pasadena Blvd, Pasadena, TX 77503



QUOTATION

AMR A-60

4/9/2024

60" Cut, Kawasaki FX730V, 23.5 HP, 726cc Engine, Hydro-Gear® ZT-3200 Transmission, 5.0 gal (18.8 L) Fuel Tank, Mows 1.5 to 2.2 acres per hour, Parking Brake is push-button enabled when rider present. Automatic in autonomous mode.☑

Autonomous Mowing Robot

	PRICE	Qty	Extended
A-60	\$54,950.00	3	\$164,850.00
FREIGHT	\$1,600.00	3	\$4,800.00

TOTAL **\$169,650.00**



***\$200 monthly connection fee each after first 12 months.**

PROPOSAL NOTES:

1. Prices quoted herein are firm until 5.9.24.
2. Prices quoted herein are from BuyBoard Contract # 706-23
3. Payment terms are net due upon delivery.



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number: C-A-7

Date: April 24, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute an interlocal agreement between the City of Tyler and the Smith County 9-1-1 Emergency Services Communications District (SC911) for the provision of server storage located in an adequately maintained, accessible, and secure location located at 205 Shelly Dr., Tyler, Texas for no cost to the City for fifteen (15) years and renewable for two additional terms of five (5) years each.

Page: Page 1 of

Item Reference: SC911_City of Tyler Hosting Agreement

The City of Tyler Information Technology Department recommends that the City Council approve an interlocal agreement between the City of Tyler and the Smith County 9-1-1 Emergency Services Communications District (SC911). This agreement outlines the following key points:

Secure Housing Facilities: SC911 will offer secure housing facilities for City of Tyler-owned and operated server equipment. These facilities will be strategically situated in a tornado-proof area and will adhere to industry-standard security protocols to prevent unauthorized access and tampering.

Infrastructure Support: The housing facilities will be equipped with Uninterruptible Power Supply (UPS) systems and backup generators capable of ensuring continuous server operation. Additionally, SC911 will oversee the installation and maintenance of HVAC equipment to maintain optimal temperature and humidity levels.

24/7 Access: City personnel will have round-the-clock access to the equipment housed at the SC911 facility.

Term and Renewal:

The agreement will commence upon the signature of both parties and remain in effect for an initial period of fifteen (15) years. Upon mutual agreement, the agreement may be renewed for two additional terms, each lasting five (5) years.

This interlocal agreement is provided at no cost to the City of Tyler.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to execute an interlocal agreement between the City of Tyler and the Smith County 9-1-1 Emergency Services Communications District (SC911) for the provision of server storage located in an adequately maintained, accessible, and secure location located at 205 Shelly Dr., Tyler, Texas for no cost to the City for fifteen (15) years and renewable for two additional terms of five (5) years each.

ATTACHMENTS:

[SC911_City of Tyler Hosting Agreement](#)

Drafted/Recommended By:

Department Leader

Benny Yazdanpanahi

Edited/Submitted By:

City Manager

STATE OF TEXAS

INTERLOCAL AGREEMENT

BETWEEN SMITH COUNTY 9-1-1

EMERGENCY SERVICES DISTRICT

COUNTY OF SMITH

AND CITY OF TYLER, TEXAS

THIS INTERLOCAL AGREEMENT between Smith County 9-1-1 Emergency Services Communications District ("SC911") and the City of Tyler, Texas ("City") is entered into under the authority and pursuant to the terms of the Interlocal Cooperation Act, Texas Government Code Chapter 791.

RECITALS

WHEREAS, it is the intent of the Smith County 9-1-1 Emergency Services District and the City of Tyler, Texas, to promote the public health, safety and welfare; and

WHEREAS, it is important to be able to respond to natural disasters, power outages, and other public calamities; and

WHEREAS, the City wishes to avail itself of certain hosting services for the City's servers and related infrastructure; and

WHEREAS, SC911 is willing to provide such hosting services to the City, subject to the terms and conditions set forth in this agreement; and

WHEREAS, by joining together to share their resources, SC911 and the City may provide services to the public at a lower cost; and

WHEREAS, it is important to continue cooperative efforts between SC911 and the City to improve services to the public; and

WHEREAS, by joining together to share their resources, SC911 and the City may provide services to the public at a lower cost; and

WHEREAS, Texas Government Code Section 791.001 provides that the purpose of Texas Government Code Chapter 791 is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest extent possible, with one another and with agencies of the state; and

WHEREAS, Texas Government Code Section 791.003(3)(D) provides that governmental functions and services includes public health and welfare; and

WHEREAS, Texas Government Code Section 791.003(3)(N) states that governmental functions and services, includes other governmental functions in which the contracting parties are mutually interested; and

WHEREAS, Texas Government Code Section 791.011(c)(2) provides that an interlocal agreement may be to provide a governmental function or service that each party to the contract is authorized to perform individually; and

WHEREAS, each party finds that this Agreement shall benefit the public;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. SC911's Responsibilities

SC911 agrees to provide the following services to the City at no cost:

(a) Housing area for server racks in a tornado-proof area, utilizing industry-standard security measures to protect against unauthorized access or tampering.

(b) UPS (Uninterruptible Power Supply) systems should be provided with sufficient capacity to ensure continuous operation of the City's servers in the event of power outages or fluctuations.

(c) All necessary electricity and backup generator support to maintain an uninterrupted power supply to the City's servers.

(d) Installation and maintenance of air conditioning systems capable of maintaining optimal temperature and humidity levels within the hosting facility to ensure the proper functioning of the City's servers.

(e) 24/7 access to the equipment for emergencies and regular maintenance, with dedicated personnel available to promptly address any issues or concerns.

2. City's Responsibilities.

In consideration of SC911's services, the City agrees to

(a) Install and maintain server racks located in secure IT room to accommodate equipment owned and maintained by the City of Tyler, utilizing industry-standard security measures to protect against unauthorized access or tampering.

(b) Share the cost of any UPS (Uninterruptible Power Supply) system upgrades required to provide sufficient capacity to ensure continuous operation of the City's servers in the event of power outages or fluctuations.

(c) Request approval from SC 911 for installation of additional equipment or connectivity.

(d) Share the cost of the Installation and maintenance of additional air conditioning systems, if required, to maintain optimal temperature and humidity levels within the hosting facility as a result of the City of Tylers co-loaction of servers in SC 911 secured IT Room.

(e) Provide 24/7 access to the equipment for emergencies and regular maintenance, with dedicated personnel available to promptly address any issues or concerns.

(f) Provide two dark fibers from the City's premises at the City of Tyler IT department to the SC911s facility at 205 Shelly Dr. Tyler, Texas 75701, at no cost to SC911.

(g) Provide proof of adequate liability insurance to ensure full replacement value of all City of Tylere owned equipment located within SC 911 Secured IT Room.

3. Term.

This Agreement shall commence on its date of signature by both parties and shall remain in full force and effect for an initial term of 15 years. This Agreement may be renewed for two additional Renewal Terms of 15 years each if both parties agree to such renewal(s).

4. Indemnification.

To the extent permitted by law, each party agrees to indemnify, defend, and hold harmless the other party and the other party's officers, directors, employees, agents, successors, and assigns from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the wilful acts or negligence of the indemnifying party, the indemnifying party's officers, directors, employees, successors, or assigns, in the performance of this Agreement.

5. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of Texas. All issues arising from this Agreement shall be resolved in the Smith County, Texas courts for state court and the Eastern District of Texas, Tyler Division, for federal court.

6. Contacts.

The Contact Person for this Agreement for each party shall be as follows:

The City of Tyler

Benny Yazdanpanahi
212 N. Bonner
Tyler Texas 75702
(903) 531-1119

SC911

Bill Morales
205 Shelly Dr.
Tyler, TX 75701
(903) 566-8911

7. Other Provisions:

This Agreement shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture between the parties. Neither party may assign any of its rights or interests nor delegate any of its duties or obligations without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Any purported or attempted assignment or delegation without such consent shall be void and of no force or effect. This Agreement may be modified or amended only in writing and signed by both parties.

8. Termination:

Either party may terminate this Agreement by giving 120 days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 21st day of March, 2024.

CITY OF TYLER

Name: Edward Broussard

By: _____

Title: City Manager

Approved by Tyler City Council: _____

APPROVED: _____

City Attorney's Office

Approved:

SMITH COUNTY 9-1-1 EMERGENCY SERVICES DISTRICT

Name: William V. Morales

By: _____

Title: District Director

Approved by: _____

Attorney for SC911

SC911 Board Approval
3/21/24



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number: C-A-8

Date: April 24, 2024

Subject: Request that the City Council consider authorizing the City Manager to ratify the signed product proposal with Granicus to customize the City of Tyler's website address lookup widget.

Page: Page 1 of

Item Reference: Signed ESRI Agreement

Request that the City Council consider authorizing the City Manager to ratify the signed product proposal with Granicus to customize the City of Tyler's website address lookup widget. The customization allows for integrating the City's ESRI data with the product-level customization and, per the agreement, will cost \$0.00 to pilot for the City of Tyler.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to ratify the signed product proposal with Granicus to customize the City of Tyler's website address lookup widget.

ATTACHMENTS:

[Signed ESRI Agreement](#)

Drafted/Recommended By:
Department Leader

Benny Yazdanpanahi, Chief Information Officer

Edited/Submitted By:
City Manager

THIS IS NOT AN INVOICE

Order Form
Prepared for
Tyler, TX

Granicus Proposal for Tyler, TX

ORDER DETAILS

Prepared By: Alyssa Clark
Phone:
Email: alyssa.clark@granicus.com
Order #: Q-321627
Prepared On: 05 Mar 2024
Expires On: 29 Mar 2024

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 36 months.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Esri x Address Lookup Integration	Milestones - 40/20/20/20	1 Hours	\$0.00
SUBTOTAL:			\$0.00

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	Year 2	Year 3
SUBTOTAL:	0	0

PRODUCT DESCRIPTIONS

Solution	Description
Esri x Address Lookup Integration	The following described service is a "Customization". A "Customization" is non-standard functional programming that is unique to a particular client and can potentially conflict with visionLive updates. Granicus will update the homepage Address Lookup to integrate with Tyler's Esri account. Granicus proposes to pilot this product level integration with Tyler, TX.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-321627 dated 05 Mar 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Tyler, TX to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Billing Frequency Notes (Milestones - 40/20/20/20): An initial payment equal to 40% of the total; A payment equal to 20% of the total upon Granicus' delivery of the draft homepage design concepts to the client; A payment equal to 20% of the total upon implementation of the main website into the VCMS on a Granicus-hosted development server; and A payment equal to 20% of the total upon completion; provided, however that the client has completed training. If the client has not completed training, then Granicus shall invoice the client at the earlier of: completion of training or 21 days after completion.

BILLING INFORMATION

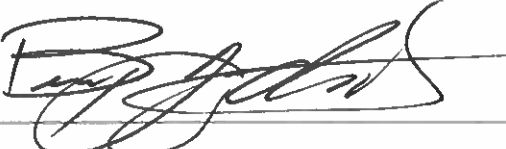
Billing Contact:	Susan Price	Purchase Order Required?	☐ - No ☒ - Yes
Billing Address:	212 N Bonner Ave., Tyler, TX 75702	PO Number: <i>If PO required</i>	tbd
Billing Email:	sprice@tylertexas.com	Billing Phone:	903-531-1119

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-321627 dated 05 Mar 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Tyler, TX	
Signature:	
Name:	Benny Yazdanpanahi
Title:	Chief Information Officer
Date:	March 13, 2024