CITY COUNCIL AGENDA

Wednesday, May 22, 2024
9:00 am

CITY OF TYLER
A Natural Beauty

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, May 22, 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

ELECTIONS

E-1 Request that a certificate of election and the Oath of Office be administered to the re-elected Mayor at Large, and City Councilmembers for Districts 4 and 6.

E-2 Request that the City Council consider electing a Mayor Pro Tem.

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 April 24, 2024.

PRESENTATION

P-1 Request that the City Council consider accepting the 2023 Tree City USA designation and Growth Award from the Arbor Day Foundation.

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 55 years of service with the City of Tyler.

Jennifer Palmer, Animal Shelter Adoption Counselor, 25 years of service
Kevin Mobley, Police SGT III, 30 years of service

ZONING

Z-1 Z24-001 GENECOV WEST MUD CREEK LLC, AH COMMERCIAL ENTERPRISES LLC, MINDA PROPERTIES LLC, MM CAPITAL INVESTMENTS LLC, DT COMMERCIAL PROPERTIES LLC, PAL SOUTH INVESTMENT PROPERTIES LLC, SOUTH PALUXY HOLDINGS LLC, PUX INVESTMENTS LLC, TYLER LUX REAL ESTATE HOLDINGS LLC, TYLER PALUXY PAD LLC AND GENECOV INVESTMENTS LTD (8521, 8609, 8751 PALUXY DRIVE AND 1712 CUMBERLAND ROAD AND 1303 JEFF DAVIS DRIVE)

Request that the City Council consider adoption of an Ordinance approving a zone change from "AG", Agricultural District to "PMXD-1", Planned Mixed-Use District with Site Narrative, "PCD", Planned Commercial District with Site Narrative, "PMF", Planned Multi-Family Residential District with Site Narrative, "PUR", Planned Unit Residential District with Site Narrative, "C-1", Light Commercial District, "RPO", Restricted Professional Office District, "R-MF", Multi-Family Residential District, "R-2", Two-Family Residential District, and "R-1A", Single-Family Residential District.

Z-2 PD23-029 C AND M MEATS INC (2205 JONES STREET)
Request that the City Council consider adoption of an Ordinance approving a "PMF", Planned Multi-Family District final site plan amendment.

Z-3 PD24-007 TYLER BROADWAY/CENTENNIAL PADS LP (8910 SOUTH BROADWAY AVENUE)
Request that the City Council consider adoption of an Ordinance approving a "PCD", Planned Commercial District final site plan.

Z-4 PD24-006 ARCH FUNDING LLC, IRP REO II LP AND AMBERWOOD DUPLEXES LLC (1303-1372 FREEDOM TRAIL)
Request that the City Council consider adoption of an Ordinance approving a zone change from "PXR", Planned Mixed Residential District to "PMF", Planned Multi-Family District with final site plan.

Z-5 C24-003 MEZAYEK BUILDING LTD (MERCEDES DRIVE AND BENDALE DRIVE)
Request that the City Council consider adoption of an Ordinance approving the closure of Mercedes Drive and Bendale Drive.

Z-6 C24-002 MARION WARE (UNIMPROVED ALLEY)
Request that the City Council consider adoption of an Ordinance approving the closure of an unimproved alley adjacent to 698 West Line Street.

Z-7 Z24-011 MARION WARE (698 WEST LINE STREET)
Request that the City Council consider adoption of an Ordinance approving a zone change from "M-1", Light Industrial District to "R-1D", Single-Family Detached and Attached Residential District.

Z-8 C24-004 FRANCISCO HERNANDEZ (UNIMPROVED ALLEY)
Request that the City Council consider adoption of an Ordinance approving the closure of an unimproved alley adjacent to 1706 North Carlyle Avenue.

Z-9 C24-005 SMITH COUNTY (SPRING AVENUE AND ALLEYS)
Request that the City Council consider adoption of an Ordinance approving the closure of a portion of Spring Avenue and alley rights-of-way.

ORDINANCE

O-1 Request that the City Council consider adoption of an Ordinance amending Ordinance O-2008-142 concerning Tax Increment Reinvestment Zone No. 3 by amending the composition of the Board of Directors and the Tyler Redevelopment Authority.

O-2 Request that the City Council consider adoption of an Ordinance amending Ordinance O-2016-90 concerning Tax Increment Reinvestment Zone No. 4 by amending the composition of the Board of Directors.

O-3 Request that the City Council consider adoption of an Ordinance approving appointments to the Boards of Directors of the Tax Increment Reinvestment Zone No. 3 (TIRZ No. 3) and Tyler Redevelopment Authority.

O-4 Request that the City Council consider adoption of an Ordinance approving appointments to the Board of Directors of the Tax Increment Reinvestment Zone No. 4 (TIRZ No. 4).

MISCELLANEOUS

M-1 Request that the City Council consider reviewing and accepting the Revenue and Expenditure Report for the period ending March 31, 2024.

M-2 Request that the City Council consider authorizing the City Manager to award Bid No. 24-012 for the W.E. Winters Park Renovation to Paragon Construction & Associates to furnish all necessary materials, equipment, superintendence, and labor in an amount not to exceed $240,846.

M-3 Request that the City Council consider authorizing the City Manager to enter into an agreement with Shackleford Creek Land Company, LLC, for participation in the funding of the extension and oversizing of Marsh Farm Rd and the Shackleford Creek Bridge pursuant to Texas Local Government Code Sections 212.071 and 212.072(a)(b)(1) and (c) in an amount not to exceed 27 percent of the final project costs.

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 reviewing and accepting the Investment Report for the quarter ending March 31, 2024.

C-A-2 Request that the City Council consider authorizing the City Manager to approve the purchase price increase of $91,743 for (3) three new Mack Trucks with McNeilus frontload bodies increasing the total purchase cost from $494,808 to $586,551.

C-A-3 Request that the City Council consider authorizing the City Manager to enter into a Memorandum of Understanding between City of Tyler's Liberty Hall and the East Texas Symphony Orchestra in

order to establish a general working relationship between Liberty Hall and East Texas Symphony Orchestra.

C-A-4 Request that the City Council consider authorizing the City Manager to enter into a Memorandum of Understanding between City of Tyler's Liberty Hall and the University of Texas at Tyler in order to establish a general working relationship to rent the Liberty Hall facilities.

C-A-5 Request that the City Council consider authorizing the City Manager to declare two (2) Dodge Chargers surplus property and approve the inter-local agreement authorizing the sale of the two (2) Dodge Chargers to West Sabine ISD for $23,000.00.

C-A-6 Request that the City Council consider adopting a Resolution authorizing the City Manager, on behalf of the Police Department, to apply for and accept, if awarded, a FY25 COPS Hiring Grant that will fund two (2) new officer positions up to $125,000 per officer over the three (3) year grant period, with there being a 25% minimum cost share requirement for the City.

C-A-7 Request that the City Council consider authorizing the City Manager to execute a new Personal Services Contract with Davis Dickson for project management and engineering services for the Half Cent Sales Tax program and other services as needed for the City of Tyler in the amount of $50,000.

C-A-8 Request that the City Council consider authorizing the City Manager to purchase (1) one 6" brush mower from Lowe Tractor through Buyboard contract 706-23, for Lake Palestine Water Plant for $2,775.75.

C-A-9 Request that the City Council consider authorizing the City Manager to execute the Reconciliation Change Order with Fritcher Construction Services for the South Thompson Ave Drainage Improvements project, Bid No. 22-050, decreasing the approved contract amount by $93,313.00, from $1,318,390.00 to $1,225,077.00.

C-A-10 Request that the City Council consider authorizing the City Manager to execute a Capital Improvement Project (CIP) construction contract with Hartbeat Construction for the Repair of Stormwater Inlet Boxes - 2024 project, for $282,886.00, Bid No. 24-016.

C-A-11 Request that the City Council consider authorizing the City Manager to sign a “Letter of Engagement for Professional Audit Services” with Gollob Morgan Peddy, PC to perform the Fiscal Year 2023-2024 Annual Audit for a total combined maximum fee including all out of pocket expenses not to exceed $117,750.

CITY MANAGER’S REPORT

ADJOURNMENT

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: E-1

Date: May 22, 2024

Subject: Request that a certificate of election and the Oath of Office be administered to the re-elected Mayor at Large, and City Councilmembers for Districts 4 and 6.

Page: Page 1 of

Item Reference: Texas Election Code Section 67.016 (Certificate of Election)

Oath of Office

It is recommended that a certificate of election and the Oath of Office be administered to the re- elected Mayor at Large, and Tyler City Councilmembers for Districts 4 and 6.

Don Warren, Mayor at Large
James Wynne, District 4
Brad Curtis, District 6

RECOMMENDATION:
Request that a certificate of election and the Oath of Office be administered to the re-elected Mayor at Large, and City Councilmembers for Districts 4 and 6.

ATTACHMENTS:

Drafted/Recommended By:
Department Leader

Cassandra Brager, City Clerk

Edited/Submitted By:
City Manager

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: E-2

Date: May 22, 2024

Subject: Request that the City Council consider electing a Mayor Pro Tem.

Page: Page 1 of

Item Reference: Texas Election Code Section 67.016 (Certificate of Election); Tyler City Charter Section 7

Election of Mayor Pro Tem

Tyler City Charter Section 7.e. provides that a Mayor Pro Tem shall be elected by members of the Council. It is now necessary for the City Council to elect, from among its members, a new Mayor Pro Tem. The Mayor Pro Tem serves in the absence of the Mayor during a one-year term. By tradition, the City Council usually selects the City Councilmember with the most seniority to be Mayor Pro Tem. The Mayors Pro Tem for the past six years has been as follows:

2020/2021 Broderick McGee
2021/2022 Shirley McKellar
2022/2023 James Wynne
2023/2024 Brad Curtis
2024/2025 ????

RECOMMENDATION:
Request that the City Council consider electing a Mayor Pro Tem.

ATTACHMENTS:

Drafted/Recommended By:
Department Leader

Cassandra Brager, City Clerk

Edited/Submitted By:
City Manager

MINUTES OF THE REGULAR CALLED MEETING OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS
April 24, 2024

A regular called meeting of the City Council of the City of Tyler, Texas, was held Wednesday, April 24, 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
Asst. City Manager:	Heather Nick
City Attorney:	Deborah G. Pullum
Deputy City Attorney:	Steve Kean
Senior Asst. City Attorney:	Alesha Buckner
Director of Organizational Development:	Regina Y. Moss
Airport Manager:	Stephen Thompson
Planning Director:	Kyle Kingma
Strategic Planner:	Blake Cathey
City Fire Chief:	David Coble
Project Engineer:	Nikki Ingram
Project Engineer:	Tiffany Currie
Police Chief:	Jimmy Toler
Director of Utilities:	Kate Dietz
Director of Parks & Recreation:	Leanne Robinette
City Clerk:	Cassandra Brager

INVOCATION

The Invocation was given by Councilmember McKellar.

MINUTES

Motion by Mayor Pro Tem Curtis to approve the March 27, 2024 minutes; seconded by Councilmember Wynne; motion carried 7 - 0 & approved as presented.

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.**

James Forbes, Pipeline Analysis, LLC- Gave an updated presentation on the progress of the Consent Decree Program.

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. (O-2024-42)

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

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. (O-2024-43)

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

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.

Motion by Councilmember Wynne to table the item indefinitely; seconded by Mayor Pro Tem Curtis; motion carried 7 - 0 to table the item indefinitely.

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. (O-2024-44)

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

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. (O-2024-45)

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

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. **(O-2024-46)**

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

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**). **(R-2024-25)**

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

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-2024-47)**

Stephanie Griffin, Halff and Associates- Gave an update on the Water Conservation and Emergency Demand Management Plan.

Petra Hawkins, 3844 Lamb Dr – Asked if there was a measure in place for the elderly who needed water during the main water break that happened recently.

Kate Dietz, Utilities Director – Stated as far as specific measures water was available. It was just a boil water notice, so specifically, you could get water for consumption.

Motion by Councilmember Hene to adopt the Water Conservation plan as written with the exception for any future grammatical changes and or movements to possible appendixes that may be needed and or required; seconded by Councilmember McKellar; motion carried 7 - 0 & approved as presented.

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. (O-2024-48)**

Motion by Mayor Pro Tem Curtis; seconded by Councilmember Wynne; 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 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.**

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

CITY MANAGER'S REPORT

1. Thompson Ave and Barger St are finished! This was a Half Cent project that salvaged approximately 101,015 historic bricks for use elsewhere in the future. The storm drain system was failing over on Thompson St, so it was replaced, as were the water lines, water taps, and water services in that area, and the sewer main, sewer taps, and sewer services. We also added sidewalks, and improved other sidewalks in that area with the goals of not needing to cut this new asphalt pavement for years and encourage some redevelopment of this part of Tyler.

2. The Keaton Ave Draining project is also being funded by the Half Cent sales tax project and is out for bidding right now. The problem has been water over topping the channel (blue line) at Keaton Ave (red arrow) and flowing down Keaton Ave and back into the channel at Shepherd Ln. We will be diverting flows from the channel at Keaton Ave, down new storm drains in Keaton, and back into an enlarged concrete channel from Shepherd to Wynnwood Dr. We also will do some erosion repair in the natural channel between Keaton Ave and Bain Pl, and repair the masonry channel from Fry Ave. Keep your fingers crossed for some great bid pricing!

3. Water Main Line Break: Tyler Water Utilities had a line break that led to low pressures in the system on Monday morning, April 22. Beginning at 7:30 am, a portion of the City experienced little to no pressure based on a plug coming lose from a dead-end 18" water line at Earl Campbell and Loop 323. The break was isolated, and pressures are back up based on tank levels in the area. The area was determined based on the 16" line we saw lose pressure and the majority of the complaints coming from the area bounded by Eisenhower/Ambrose (with the exception of the Airport on 64) on the West, Loop 323 on the East, Highway 64 on the North and spur 364 on the south. There are approximately 3,404 connections that are affected by the leak.
   We have issued a boil water notice for the impacted area. We expect to be able to take samples as early as noon on Tuesday, as the repairs may be completed tonight. This will put us on a schedule to have the boil water notice lifted on Wednesday afternoon.

ADJOURNMENT

Motion by Councilmember McKellar to adjourn the meeting at 10:13 am; seconded by Councilmember McGee; motion carried 7 - 0 & meeting adjourned.

_____

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

A T T E S T:

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CASSANDRA BRAGER, CITY CLERK

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: P-1

Date: May 22, 2024

Subject: Request that the City Council consider accepting the 2023 Tree City USA designation and Growth Award from the Arbor Day Foundation.

Page: Page 1 of

Item Reference:

Tyler was named a 2023 Tree City USA for the 15th consecutive year by the Arbor Day Foundation to honor its commitment to effective urban forest management. Additionally, Tyler received a Tree City USA Growth Award for the 8th consecutive year for demonstrating environmental improvement and an outstanding level of tree care. The 2023 events that made the City of Tyler eligible for these awards include our Arbor Day Celebration at Fun Forest Park, where 120 trees were planted. In addition to Arbor Day events, the city hosted a public seedling giveaway where over 1500 seedlings were given to families to plant on their properties. There was a total of 120 trees and 475 seedlings planted on public property.

RECOMMENDATION:

It is recommended that the City Council consider accepting the 2023 Tree City USA designation and Growth Award from the Arbor Day Foundation.

ATTACHMENTS:

Drafted/Recommended By:
Department Leader

Leanne Robinette, Director of Parks and Recreation

Edited/Submitted By:
City Manager

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: A-1

Date: May 22, 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 55 years of service with the City of Tyler.

Jennifer Palmer, Animal Shelter Adoption Counselor, 25 years of service
Kevin Mobley, Police SGT III, 30 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 55 years of service with the City of Tyler.

Jennifer Palmer, Animal Shelter Adoption Counselor, 25 years of service
Kevin Mobley, Police SGT III, 30 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 55 years of service with the City of Tyler.

ATTACHMENTS:

May 2024 Service Award CC

Drafted/Recommended By:
Department Leader

Regina Y. Moss, Director Organizational Development

Edited/Submitted By:
City Manager

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: **A-1**

Date: **May 22, 2024**

Subject: **Award for May 2024**

Page: **Page 1 of 1**

Item Reference: **Service Award**

We would like to recognize the following employees for their years of service and commitment to the City of Tyler. At this important milestone, we express our sincere appreciation for your dedication and for the special contribution you make to our organization. They represent **55** years of service with the City of Tyler.

Service Awards

Date of Hire	First Name	Last Name	Title	Department	Years of Service
5/16/1994	Kevin	Mobley	Police SGT III	Police	30
5/03/1999	Jennifer	Palmer	Animal Shelter Adoption Counselor	Animal Services	25

Drafted/Recommended By: Department Leader **Regina Y. Moss**

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: Z-1

Date: May 22, 2024

Subject: Z24-001 GENECOV WEST MUD CREEK LLC, AH COMMERCIAL ENTERPRISES LLC, MINDA PROPERTIES LLC, MM CAPITAL INVESTMENTS LLC, DT COMMERCIAL PROPERTIES LLC, PAL SOUTH INVESTMENT PROPERTIES LLC, SOUTH PALUXY HOLDINGS LLC, PUX INVESTMENTS LLC, TYLER LUX REAL ESTATE HOLDINGS LLC, TYLER PALUXY PAD LLC AND GENECOV INVESTMENTS LTD (8521, 8609, 8751 PALUXY DRIVE AND 1712 CUMBERLAND ROAD AND 1303 JEFF DAVIS DRIVE)
Request that the City Council consider adoption of an Ordinance approving a zone change from "AG", Agricultural District to "PMXD-1", Planned Mixed-Use District with Site Narrative, "PCD", Planned Commercial District with Site Narrative, "PMF", Planned Multi-Family Residential District with Site Narrative, "PUR", Planned Unit Residential District with Site Narrative, "C-1", Light Commercial District, "RPO", Restricted Professional Office District, "R-MF", Multi-Family Residential District, "R-2", Two-Family Residential District, and "R-1A", Single-Family Residential District.

Item Reference:

The applicant is requesting the zone change to allow for mixed-use development, commercial, residential, and office uses on a 0.45 acre portion of Tracts 1, 1.2, 1A, 1F, 1E, 1D, 1G, 1C, 1H of ABST A0984 R TOMBS and Tracts 11A, 15, 15A, 15B, 15C, 15D of ABST A0819 J RATCLIFF, and Tract 5C of ABST A0474 I HILL, 16 tracts containing approximately 341.60 acres of land located north and west of the northwest intersection of Cumberland Road and Paluxy Drive (8521, 8609, 8751 Paluxy Drive and 1712 Cumberland Road and 1303 Jeff Davis Drive).

According to the Unified Development Code (UDC), the "R-1A", Single-Family Residential District is primarily intended to accommodate development of detached, single-family housing on large 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 and rear, seven and one-half feet on the interior side and 12 feet on the corner side. Minimum lot size is 9,000 square feet.

According to the Unified Development Code (UDC), the "R-2", Two-Family Residential District is primarily intended to accommodate development of single-family detached and two-family housing on

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 and rear, six feet on the interior side and 12 feet on the corner side. Minimum lot size is 7,500 square feet.

According to the Unified Development Code (UDC), the "RPO", Restricted Professional Office District is primarily intended to accommodate office uses that serve as a buffer between commercial and residential areas. It is also intended to facilitate the conversion of residential properties that are located in an area transitioning from residential to other uses. The minimum lot area is 7,000 square feet. The maximum height when adjacent to residential districts is 42 feet or two and one half stories; however, when located adjacent to other districts it is 60 feet plus an additional foot in height for every extra foot of front or rear setback. Setback requirements are 10 feet in the front and rear. The interior side yard setback is six feet and the corner side yard is 12 feet.

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. Minimum lot size is 12,500 square feet.

According to the Unified Development Code (UDC), the "PUR", Planned Unit Residential District is primarily for the medium to high density development of unique and innovative forms of detached single-family housing on individually platted lots. A PUR development uses the total space within a development by creating common open spaces, scenic and recreational areas and other spaces that will compensate for the reduction of land area dedicated for residential structures. It is the intent of the PUR to provide for residential developments that utilize private streets, owned and maintained by a Homeowner's Association. The PUR district is not intended as a convenience to circumvent regulations set forth in other residential districts, or as a tool for mass variance, without provisions of common areas. All developments created in a PUR district must be designed and developed in accordance with an approved site development plan and submitted for approval to the Planning Commission and City Council.

According to the Unified Development Code (UDC), the "PMF", Planned Multi-Family District is primarily intended to implement the Tyler 1st Comprehensive Plan by providing for the medium to high density development of condominiums, apartments, and nursing homes. A PMF development may include common open spaces, scenic and recreational areas. All developments created in a PMF district must be designed and developed in accordance with an approved site development plan and submitted for approval to the Planning Commission and City Council.

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 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 are zoned "AG", Agricultural District and are developed with single-family homes. The adjacent properties to the west are zoned "AG", Agricultural District, "R-1A", Single-Family Residential District, and "R-2", Two-Family Residential District and consist of a mixture of single-family homes and undeveloped land. The adjacent properties to the east are zoned "AG,"

Agricultural District, "C-1", Light Commercial District, and outside City limits and consist of a mixture of commercial properties, single-family homes, and undeveloped land. The adjacent properties to the south are zoned "R-1A", Single-Family Residential District, and "AG," Agricultural District, and are developed with a mixture of single-family homes and undeveloped land.

The Tyler 1st Future Land Use Guide (FLUG) identifies this property as Single-Family Medium/Low Density. This request would amend the FLUG to be Single-Family Attached/Detached High Density, Multi-Family, Commercial and Mixed-Use Districts.

The subject property proposes a mixture of uses along with New Copeland Road serving as a connecting route between Jeff Davis Drive and Paluxy Drive through the property. The area to the north of the creek is primarily zoned for single-family detached and attached homes, multi-family, and commercial uses. The area to the south of the creek is primarily zoned for mixed-use development, commercial, and single-family. McClenny Drive is designated as a collector road according to the Master Street Plan, running in an east-west direction. Cambridge Bend is also proposed to connect to New Copeland Road.

On April 2, 2024, the Planning and Zoning Commission held a public hearing for this request. Neighbors expressed concern with the development of the property. The Commission voted to table the request for 30 days to better understand the proposal due to its scale.

The development is to occur in phases as the infrastructure allows. The narrative requires that a Traffic Impact Analysis occur for the entire acreage prior to the approval of a preliminary plat. All planned development districts will require the approval of a site plan by City Council.

On May 7, 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, May 10, 2024, of the 85 notices mailed, one notice was returned in favor and seven notices in opposition to the request with a total protest calculation of 4.11 percent. The opposition were concerned with loss of vegetation, erosion, and other environmental concerns.

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

RECOMMENDATION:

The Planning and Zoning Commission by a 5-0-1 vote recommends approval of a zone change from "AG", Agricultural District to "PMXD-1", Planned Mixed-Use District, "PCD", Planned Commercial District, "PMF", Planned Multi-Family Residential District, "PUR", Planned Unit Residential District, "C-1", Light Commercial District, "RPO", Restricted Professional Office District, "R-MF", Multi-Family Residential District, "R-2", Two-Family Residential District, and "R-1A", Single-Family Residential District.

ATTACHMENTS:

Ordinance
Location Map
Future Land Use Map
Notification Map

Drafted/Recommended By:
Department Leader

Kyle Kingma, AICP, 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 "AG", AGRICULTURAL DISTRICT TO "PMXD-1", PLANNED MIXED-USE DISTRICT, "PCD", PLANNED COMMERCIAL DISTRICT, "PMF", PLANNED MULTI-FAMILY RESIDENTIAL DISTRICT, "PUR", PLANNED UNIT RESIDENTIAL DISTRICT, "C-1", LIGHT COMMERCIAL DISTRICT, "RPO", RESTRICTED PROFESSIONAL OFFICE DISTRICT, "R-MF", MULTI-FAMILY RESIDENTIAL DISTRICT, "R-2", TWO-FAMILY RESIDENTIAL DISTRICT, AND "R-1A", SINGLE-FAMILY RESIDENTIAL DISTRICT ON A 0.45 ACRE PORTION OF TRACTS 1, 1.2, 1A, 1F, 1E, 1D, 1G, 1C, 1H OF ABST A0984 R TOMBS AND TRACTS 11A, 15, 15A, 15B, 15C, 15D OF ABST A0819 J RATCLIFF, AND TRACT 5C OF ABST A0474 I HILL, 16 TRACTS CONTAINING APPROXIMATELY 341.60 ACRES OF LAND LOCATED NORTH AND WEST OF THE NORTHWEST INTERSECTION OF CUMBERLAND ROAD AND PALUXY DRIVE (8521, 8609, 8751 PALUXY DRIVE AND 1712 CUMBERLAND ROAD AND 1303 JEFF DAVIS DRIVE); DIRECTING THE AMENDMENT OF THE ZONING MAP; DIRECTING THE AMENDMENT OF THE FUTURE LAND USE GUIDE; 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 Z24-001

That the following described property, which has heretofore been zoned "AG", Agricultural District, shall hereafter bear the following zoning classifications of Planned Mixed-Use District, "PCD", Planned Commercial District, "PMF", Planned Multi-Family Residential District, "PUR", Planned Unit Residential District, "C-1", Light Commercial District, "RPO", Restricted Professional Office District, "R-MF", Multi-Family Residential District, "R-2", Two-Family Residential District, and "R-1A", Single-Family Residential District, to wit:

> On a 0.45 acre portion of Tracts 1, 1.2, 1A, 1F, 1E, 1D, 1G, 1C, 1H of ABST A0984 R TOMBS and Tracts 11A, 15, 15A, 15B, 15C, 15D of ABST A0819 J RATCLIFF, and Tract 5C of ABST A0474 I HILL, 16 tracts containing approximately 341.60 acres of land located north and west of the northwest intersection of Cumberland Road and

Paluxy Drive (8521, 8609, 8751 Paluxy Drive and 1712 Cumberland Road and 1303 Jeff Davis Drive) and in accordance with the 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 to reflect Single-Family Attached/Detached High Density, Multi-Family, Commercial and Mixed-Use Districts.

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 May 24th, 2024.

PASSED AND APPROVED this the 22nd day of May A.D., 2024.

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

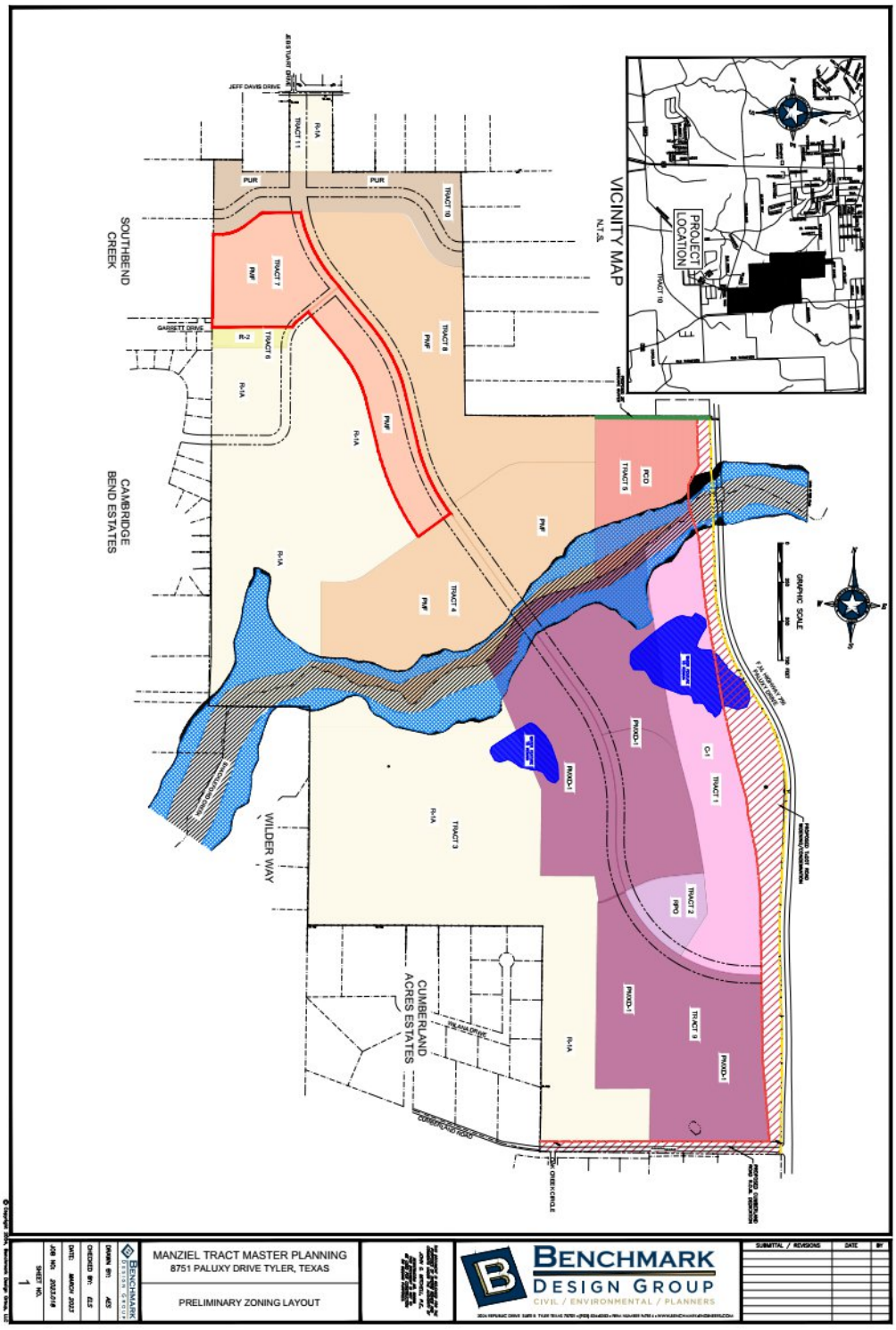
A T T E S T:

_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

ORDINANCE NO. O-2024-
EXHIBIT "A"
FINAL SITE NARRATIVE



THE GENECOV GROUP

Zoning areas and Planned District Narrative – Genecov Properties

All regulations and uses per the Tyler UDC except where noted below.

TIA is required for all acreage before preliminary plat will be approved.

Tract 9 - PMXD-1 Planned Mixed-Use District

Uses – All C-1, RPO and Residential

Setbacks – Front – 10'

Sides – 5' / 10' Street

Rear – 10'

Minimum 10' between structure

Maximum Lot Coverage – 60%

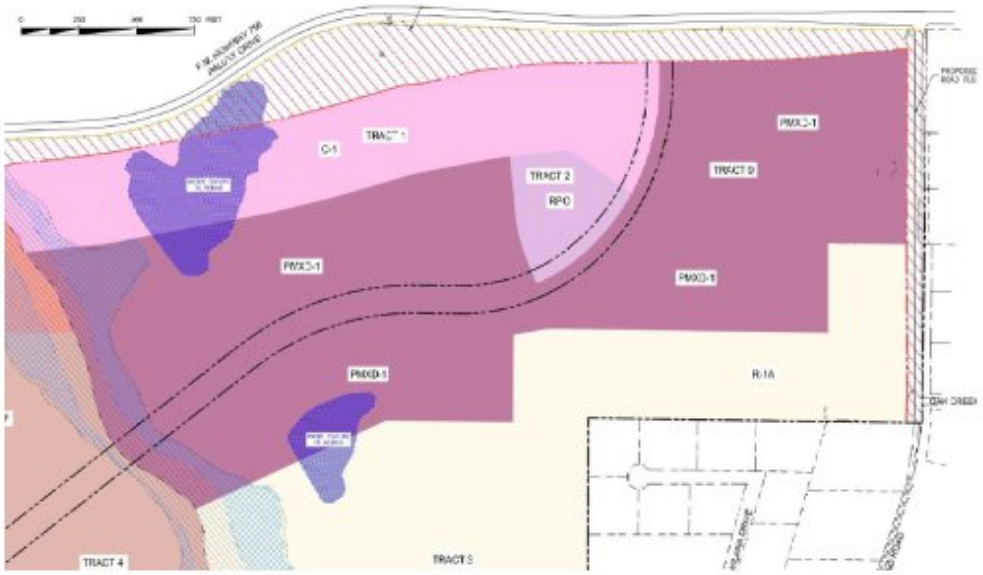
Maximum Height – 3 story / 45'

Minimum Lot Frontage – 25'

Parking and Landscaping to meet

City of Tyler UDC standards

Signage to be consistent with C-1 regulations.



Tract 8 - PMF Planned Multi-family.

Uses –

- All uses allowed by PMF
- Senior/assisted living facility

Setbacks – 15' from exterior zoning district boundary

Minimum 10' between attached / detached single family structures

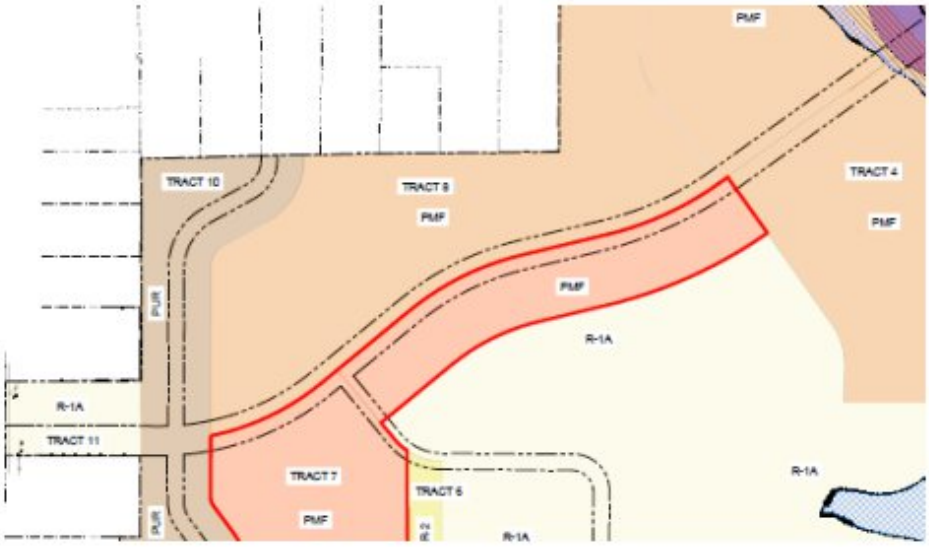
Minimum 15' between multi-family structures

Maximum Height – 3 story / 45'

Density – 24 units per acre max

Maximum Lot Coverage – 60%

Parking, Landscaping and Signage per City of Tyler UDC



Tract 7 - PMF Planned Multi-family

Uses –

- Detached Single-Family Residences and

  Attached Single-Family Residences/Townhouses (as defined in UDC) on a single lot.
- Senior/assisted living facility

Setbacks – 15' from exterior zoning district boundary

Minimum 10' between structures

Maximum Height – 3 story / 45'

Density – 9 units per acre max

Maximum Lot Coverage – 60%

Parking, Landscaping and Signage per City of Tyler UDC



Tract 10 - PUR Planned Unit Residential

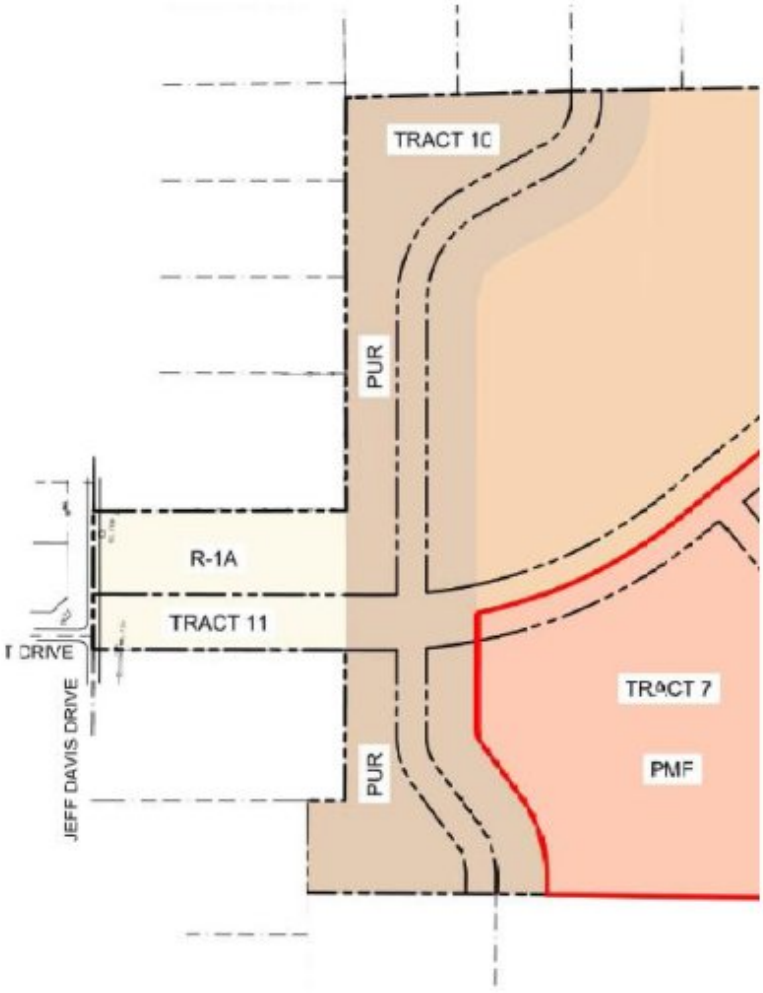
Uses – All other "R-1B" standards apply

Setbacks – Front – 20'

Sides – 6'

Rear – 15'

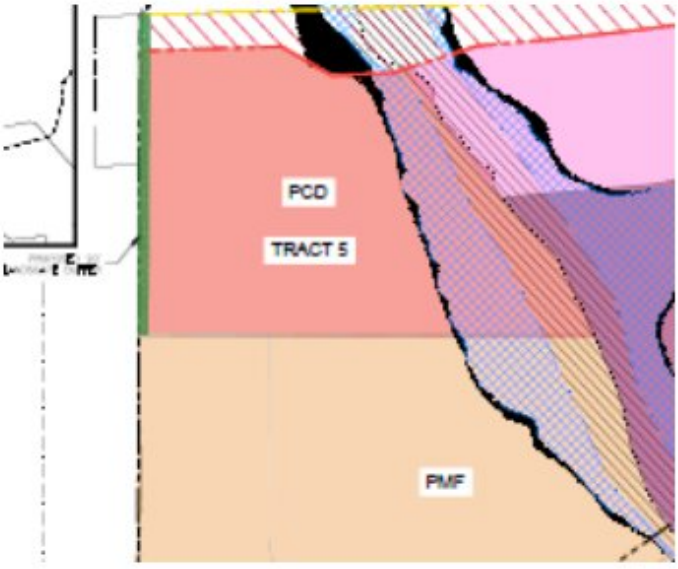
Side Corner- 12'



Tract 5 - PCD Planned Commercial District

Uses –

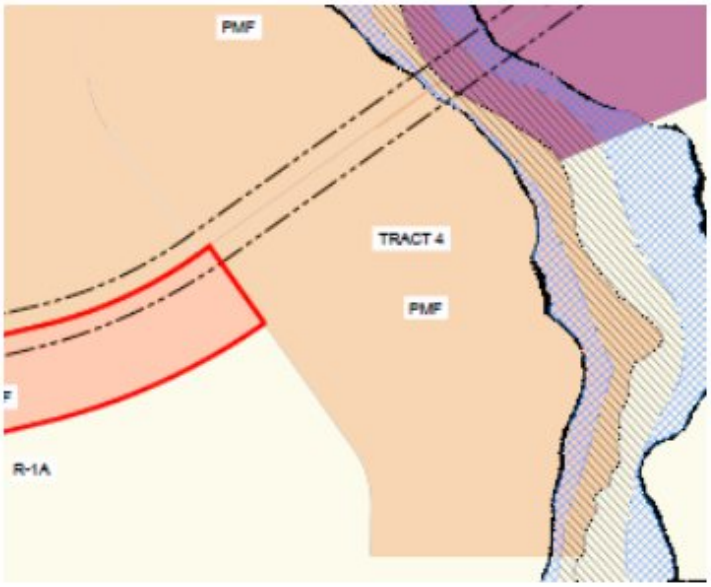
- All C-1 setbacks and uses.
- 20' Natural buffer along northern property line.

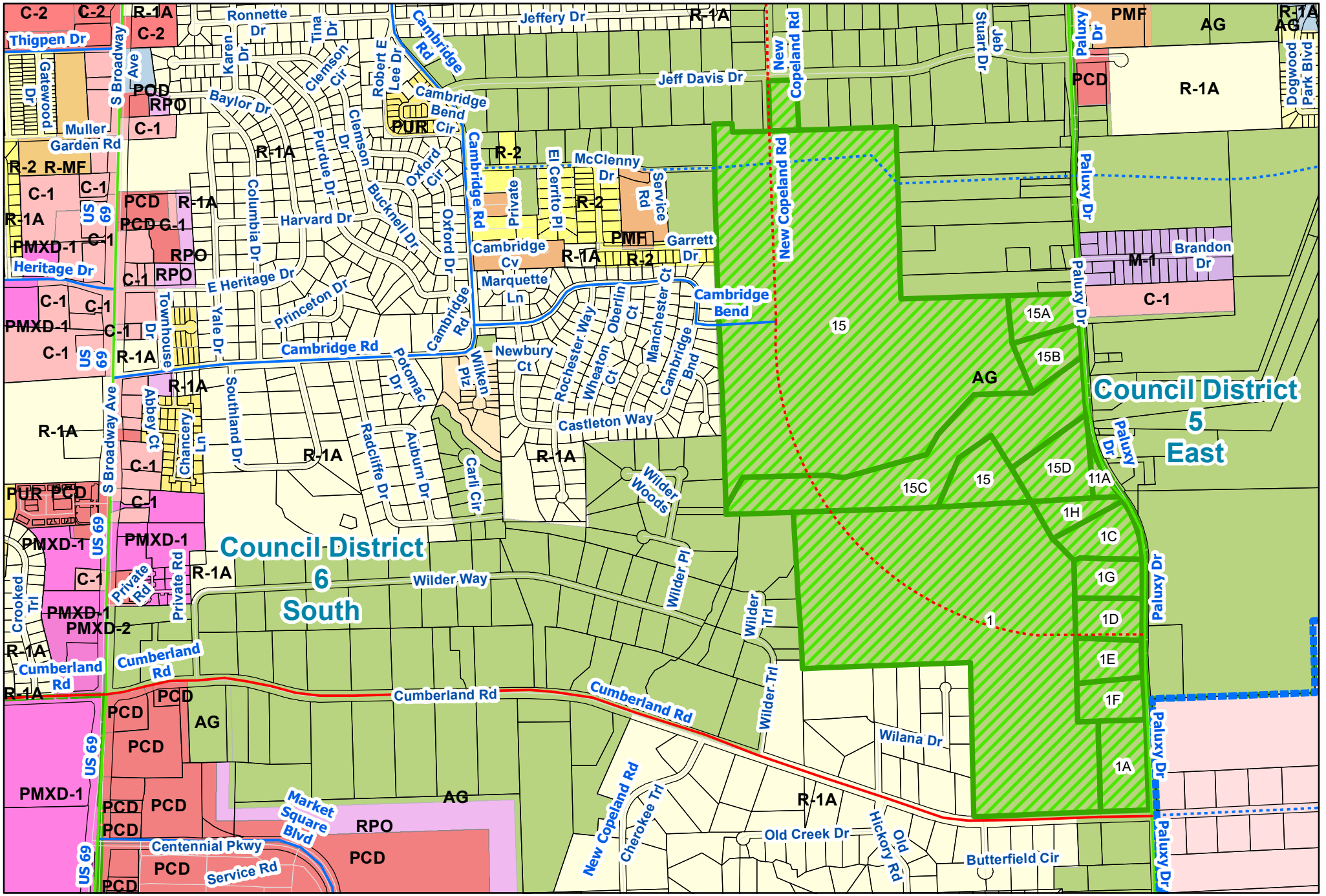


Tract 4 - PMF Planned Multi-family.

Uses –

- All R-MF uses per City of Tyler UDC
- Access restricted to New Copeland Only for tract west of new Copeland Road extension





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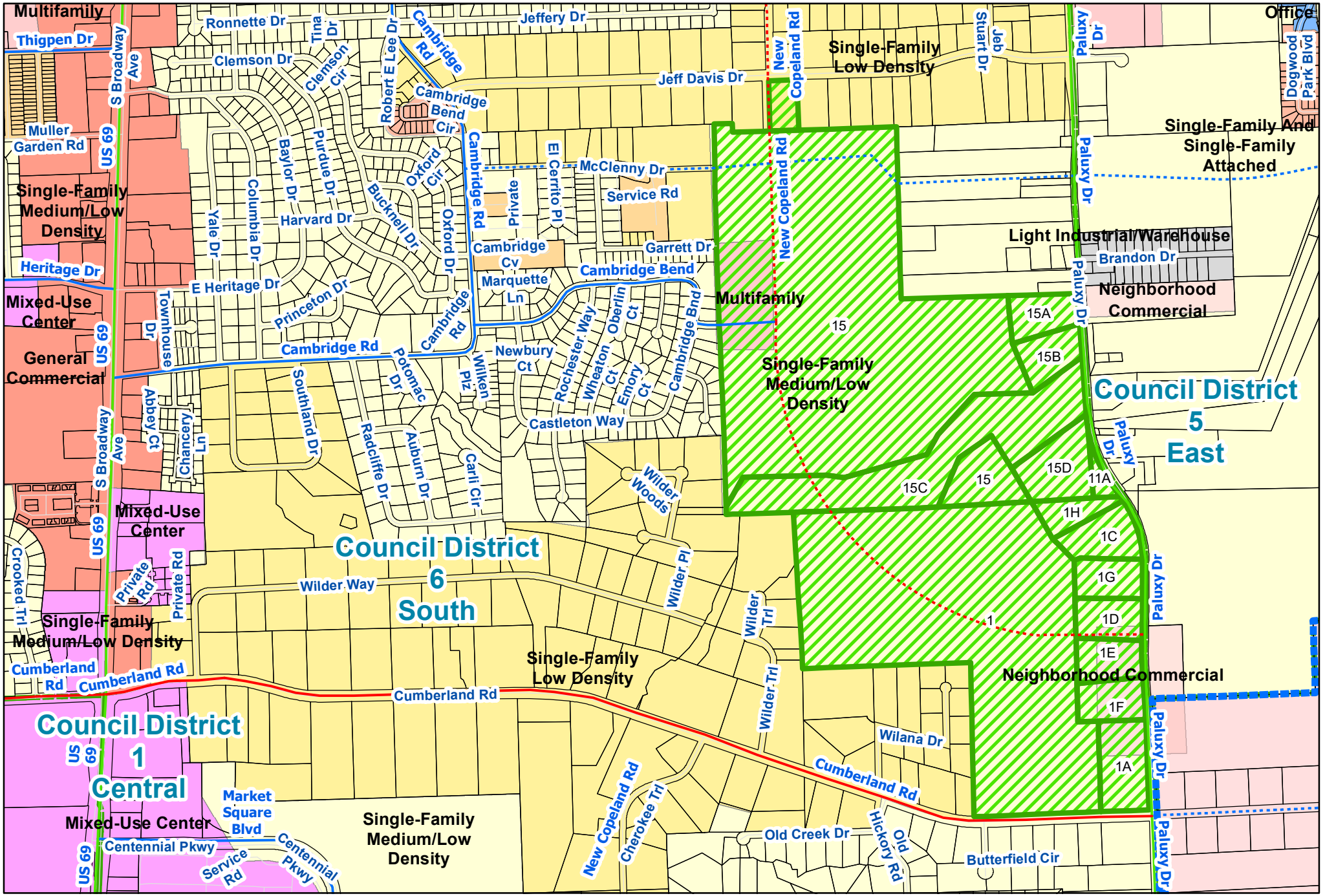
1,100 0 1,100 Feet

ZONING CASE

Zoning Case #: Z24-001
Current Zoning: AG
Proposed Zoning: PMXD-1, PCD, PMF, PUR, C-1, RPO, R-MF, R-2, R-1A
GENECOV WEST MUD CREEK LLC

Subject Property
Council District Boundary
City Limits

N W E S



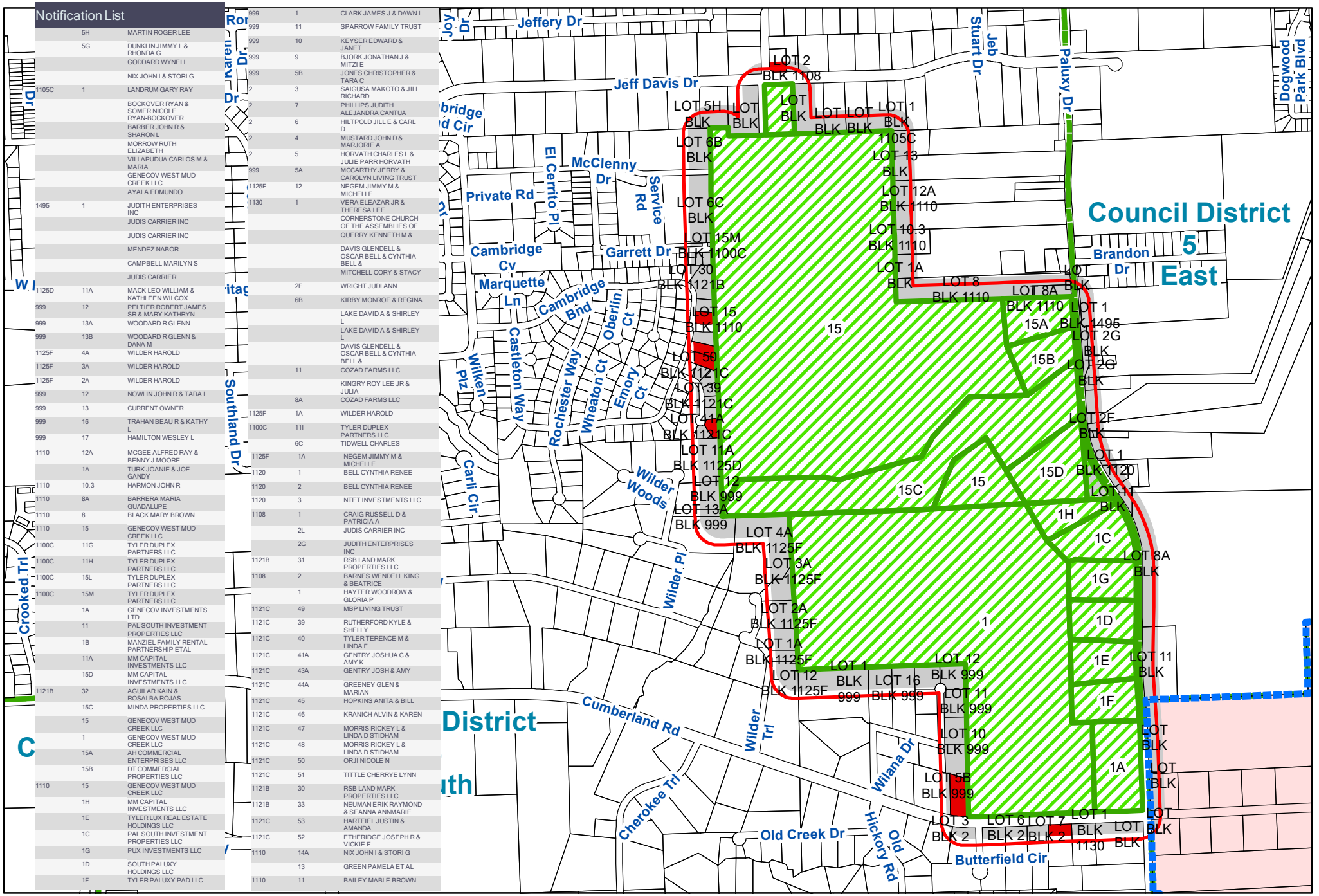
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1,100 0 1,100 Feet

ZONING CASE

Zoning Case #: Z24-001
Current Zoning: AG
Proposed Zoning: PMXD-1, PCD, PMF, PUR, C-1, RPO, R-MF, R-2, R-1A
GENECOV WEST MUD CREEK LLC

Subject Property
Council District Boundary
City Limits



	5H	MARTIN ROGER LEE
	5G	DUNKLIN JIMMY L & RHONDA G
		GODDARD WYNELL
		NIX JOHN I & STORI G
1105C	1	LANDRUM GARY RAY
		BOCKOVER RYAN & SOMER NICOLE RYAN-BOCKOVER
		BARBER JOHN R & SHARON L
		MORROW RUTH ELIZABETH
		VILLAPUDUA CARLOS M & MARIA
		GENECOV WEST MUD CREEK LLC
		AYALA EDMUNDO
1495	1	JUDITH ENTERPRISES INC
		JUDIS CARRIER INC
		JUDIS CARRIER INC
		MENDEZ NABOR
		CAMPBELL MARILYN S
		JUDIS CARRIER
1125D	11A	MACK LEO WILLIAM & KATHLEEN WILCOX
999	12	PELTIER ROBERT JAMES SR & MARY KATHRYN
999	13A	WOODARD R GLENN
999	13B	WOODARD R GLENN & DANA M
1125F	4A	WILDER HAROLD
1125F	3A	WILDER HAROLD
1125F	2A	WILDER HAROLD
999	12	NOWLIN JOHN R & TARA L
999	13	CURRENT OWNER
999	16	TRAHAN BEAU R & KATHY L
999	17	HAMILTON WESLEY L
1110	12A	MCGEE ALFRED RAY & BENNY J MOORE
	1A	TURK JOANIE & JOE GANDY
1110	10.3	HARMON JOHN R
1110	8A	BARRERA MARIA GUADALUPE
1110	8	BLACK MARY BROWN
1110	15	GENECOV WEST MUD CREEK LLC
1100C	11G	TYLER DUPLEX PARTNERS LLC
1100C	11H	TYLER DUPLEX PARTNERS LLC
1100C	15L	TYLER DUPLEX PARTNERS LLC
1100C	15M	TYLER DUPLEX PARTNERS LLC
	1A	GENECOV INVESTMENTS LTD
	11	PAL SOUTH INVESTMENT PROPERTIES LLC
	1B	MANZIEL FAMILY RENTAL PARTNERSHIP ETAL
	11A	MM CAPITAL INVESTMENTS LLC
	15D	MM CAPITAL INVESTMENTS LLC
1121B	32	AGUILAR KAIN & ROSALBA ROJAS
	15C	MINDA PROPERTIES LLC
	15	GENECOV WEST MUD CREEK LLC
	1	GENECOV WEST MUD CREEK LLC
	15A	AH COMMERCIAL ENTERPRISES LLC
	15B	DT COMMERCIAL PROPERTIES LLC
1110	15	GENECOV WEST MUD CREEK LLC
	1H	MM CAPITAL INVESTMENTS LLC
	1E	TYLER LUX REAL ESTATE HOLDINGS LLC
	1C	PAL SOUTH INVESTMENT PROPERTIES LLC
	1G	PUX INVESTMENTS LLC
	1D	SOUTH PALUXY HOLDINGS LLC
	1F	TYLER PALUXY PAD LLC
999	1	CLARK JAMES J & DAWN L
999	11	SPARROW FAMILY TRUST
999	10	KEYSER EDWARD & JANET
999	9	BJORK JONATHAN J & MITZI E
999	5B	JONES CHRISTOPHER & TARA C
2	3	SAIGUSA MAKOTO & JILL RICHARD
2	7	PHILLIPS JUDITH ALEJANDRA CANTUA
2	6	HILTPOLD JILL E & CARL D
2	4	MUSTARD JOHN D & MARJORIE A
2	5	HORVATH CHARLES L & JULIE PARR HORVATH
999	5A	MCCARTHY JERRY & CAROLYN LIVING TRUST
1125F	12	NEGEM JIMMY M & MICHELLE
1130	1	VERA ELEAZAR JR & THERESA LEE
		CORNERSTONE CHURCH OF THE ASSEMBLIES OF
		QUERRY KENNETH M &
		DAVIS GLENDELL & OSCAR BELL & CYNTHIA BELL &
		MITCHELL CORY & STACY
	2F	WRIGHT JUDI ANN
	6B	KIRBY MONROE & REGINA
		LAKE DAVID A & SHIRLEY L
		LAKE DAVID A & SHIRLEY L
		DAVIS GLENDELL & OSCAR BELL & CYNTHIA BELL &
	11	COZAD FARMS LLC
		KINGRY ROY LEE JR & JULIA
	8A	COZAD FARMS LLC
1125F	1A	WILDER HAROLD
1100C	11I	TYLER DUPLEX PARTNERS LLC
	6C	TIDWELL CHARLES
1125F	1A	NEGEM JIMMY M & MICHELLE
1120	1	BELL CYNTHIA RENEE
1120	2	BELL CYNTHIA RENEE
1120	3	NTET INVESTMENTS LLC
1108	1	CRAIG RUSSELL D & PATRICIA A
	2L	JUDIS CARRIER INC
	2G	JUDITH ENTERPRISES INC
1121B	31	RSB LAND MARK PROPERTIES LLC
1108	2	BARNES WENDELL KING & BEATRICE
	1	HAYTER WOODROW & GLORIA P
1121C	49	MBP LIVING TRUST
1121C	39	RUTHERFORD KYLE & SHELLY
1121C	40	TYLER TERENCE M & LINDA F
1121C	41A	GENTRY JOSHUA C & AMY K
1121C	43A	GENTRY JOSH & AMY
1121C	44A	GREENEY GLEN & MARIAN
1121C	45	HOPKINS ANITA & BILL
1121C	46	KRANICH ALVIN & KAREN
1121C	47	MORRIS RICKEY L & LINDA D STIDHAM
1121C	48	MORRIS RICKEY L & LINDA D STIDHAM
1121C	50	ORJI NICOLE N
1121C	51	TITTLE CHERRYE LYNN
1121B	30	RSB LAND MARK PROPERTIES LLC
1121B	33	NEUMAN ERIK RAYMOND & SEANNA ANNMARIE
1121C	53	HARTFIEL JUSTIN & AMANDA
1121C	52	ETHERIDGE JOSEPH R & VICKIE F
1110	14A	NIX JOHN I & STORI G
	13	GREEN PAMELA ET AL
1110	11	BAILEY MABLE BROWN

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CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: Z-2

Date: May 22, 2024

Subject: PD23-029 C AND M MEATS INC (2205 JONES STREET)
Request that the City Council consider adoption of an Ordinance approving a "PMF", Planned Multi-Family District final site plan amendment.

Page: Page 1 of

Item Reference:

The applicant is requesting the zone change to build an apartment complex on ABST J-17.1A of NCB 924, one lot containing approximately 5.15 acres of land located east of the northeast intersection of Old Henderson Highway and East Front Street (2205 Jones Street).

According to the Unified Development Code (UDC), the "PMF", Planned Multi-Family District is primarily intended to implement the Tyler 1st Comprehensive Plan by providing for the medium to high density development of condominiums, apartments, and nursing homes. A PMF development may include common open spaces, scenic and recreational areas. All developments created in a PMF district must be designed and developed in accordance with an approved site development plan and submitted for approval to the Planning Commission and City Council.

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 west are zoned "R-1A", Single-Family Residential District and are undeveloped. The adjacent property to the east is zoned "M-1", Light Industrial District and is the location of ASCO Equipment Inc. The adjacent properties to the south are zoned "C-1", Light Commercial District and consists of a mixture of commercial uses and undeveloped land.

The request is consistent with the adopted Tyler 1st Future Land Use Guide which identifies this property as Multifamily.

In 2022, the subject property was rezoned from "R-1B", Single-Family Residential District to "PMF", Planned Multi-Family District with a site plan that proposed 172 units with a north-south street connecting Jones Street to East Front Street. The current site plan proposes three four-story buildings with 112 one-bedroom units and 80 two-plus bedroom units with a density of 35.56 units per acre. The applicant has requested a parking variance of 43 spaces along with a removal of the north-south street and other changes to the site plan. Given the goal of adding additional rooftops to the North End, staff is in favor of the 1.56 parking spaces per unit. By comparison, multi-family developments in the "DBAC" zoning district only require one parking space per unit. Landscaping, screening, and signage will be as per the UDC.

On February 6, 2024, the Planning and Zoning Commission tabled this case requesting more information on the traffic impact. The applicant provided additional information, and the updated site plan a few days ago, and all the departments have not had adequate time to review the data. On April 2, 2024, the Planning and Zoning Commission tabled the case for an additional 30 days to allow for the review of the Traffic Impact Analysis.

On May 7, 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, May 10, 2024, of the seven notices mailed, no notices were returned in favor and two in opposition to the request with a total protest calculation of 48.16 percent. The opposition was concerned about drainage, crime, noise, and traffic. As the written protest exceeds 20 percent, a favorable vote by a 3/4 majority of City Council will be required to approve this 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 6-0 vote recommends approval of the "PMF", Planned Multi-Family District final site plan amendment.

ATTACHMENTS:

Ordinance
Location Map
Future Land Use Map
Notification Map

Drafted/Recommended By:
Department Leader

Kyle Kingma, AICP, 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 AMENDING THE "PMF", PLANNED MULTI-FAMILY DISTRICT FINAL SITE PLAN ON ABST J-17.1A OF NCB 924, ONE LOT CONTAINING APPROXIMATELY 5.15 ACRES OF LAND LOCATED EAST OF THE NORTHEAST INTERSECTION OF OLD HENDERSON HIGHWAY AND EAST FRONT STREET (2205 JONES 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 PD23-029

That the existing site development plan is hereby amended by approving the final site plan attached hereto as Exhibit "A" on the following described property zoned "PMF", Planned Multi-Family District, to wit:

> On ABST J-17.1A of NCB 924, one lot containing approximately 5.15 acres of land located east of the northeast intersection of Old Henderson Highway and East Front Street (2205 Jones Street) and in accordance with the final site plan 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.

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 May 24th, 2024.

PASSED AND APPROVED this the 22nd day of May A.D., 2024.

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

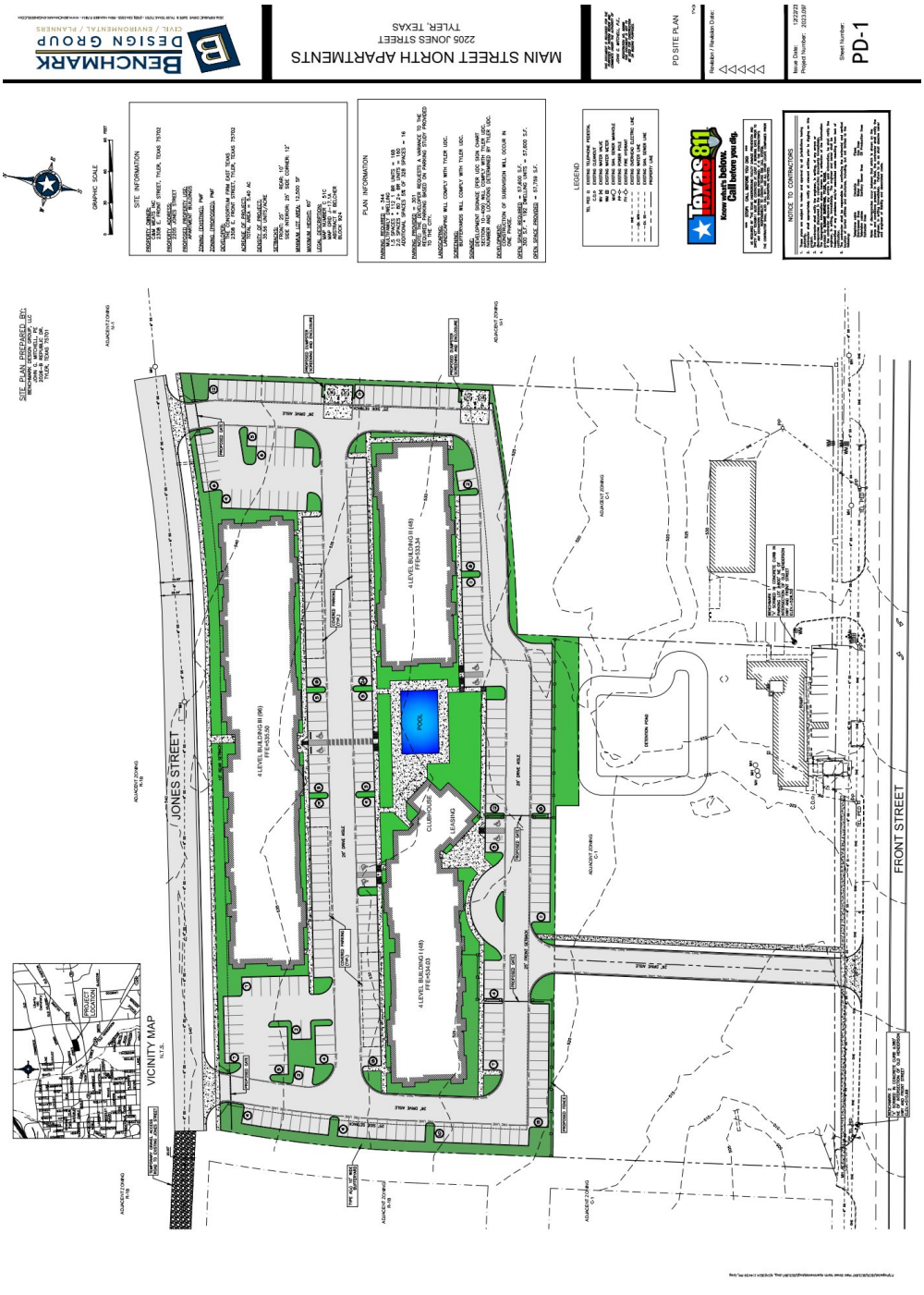
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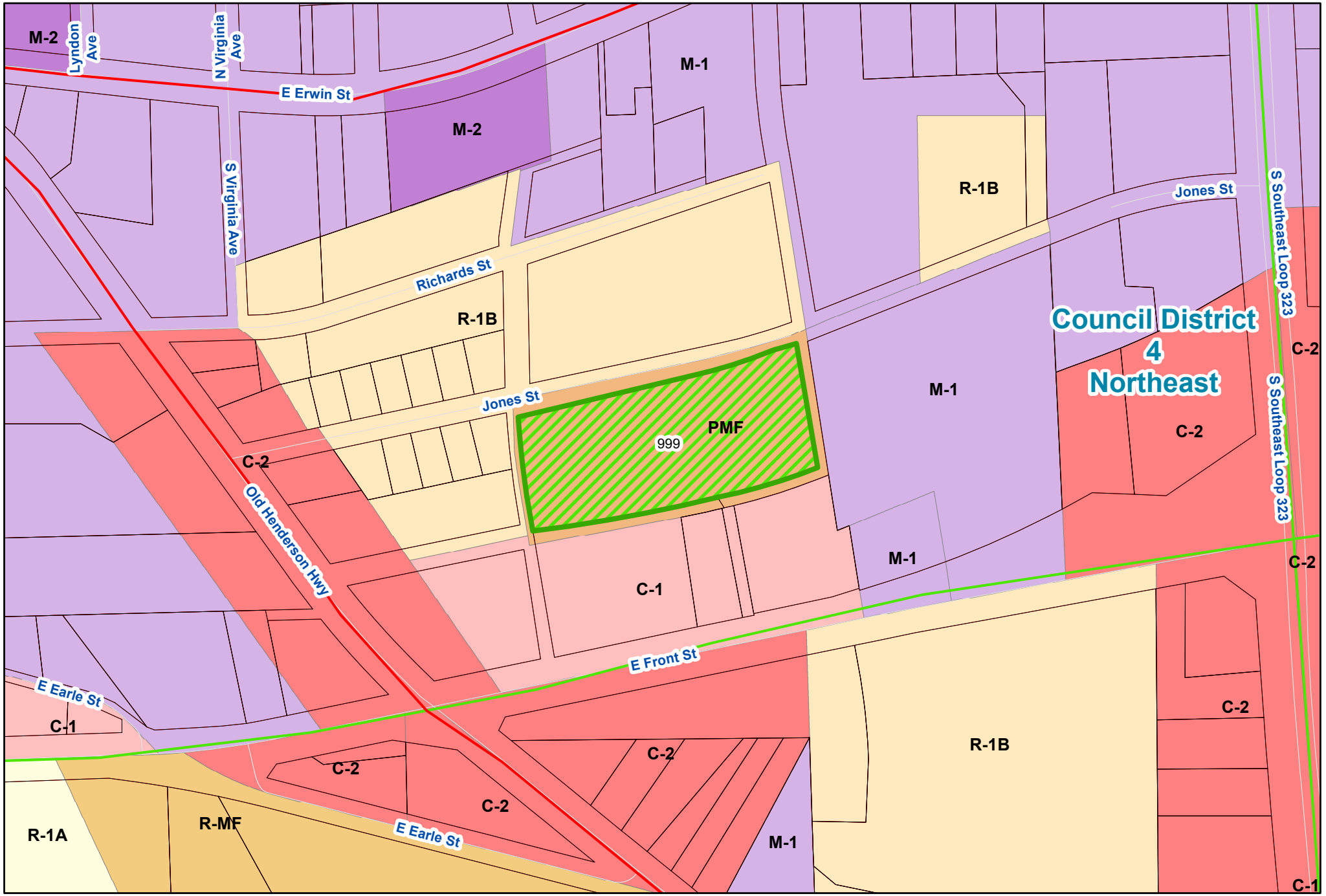
APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

ORDINANCE NO. O-2024-
EXHIBIT "A"
FINAL SITE PLAN





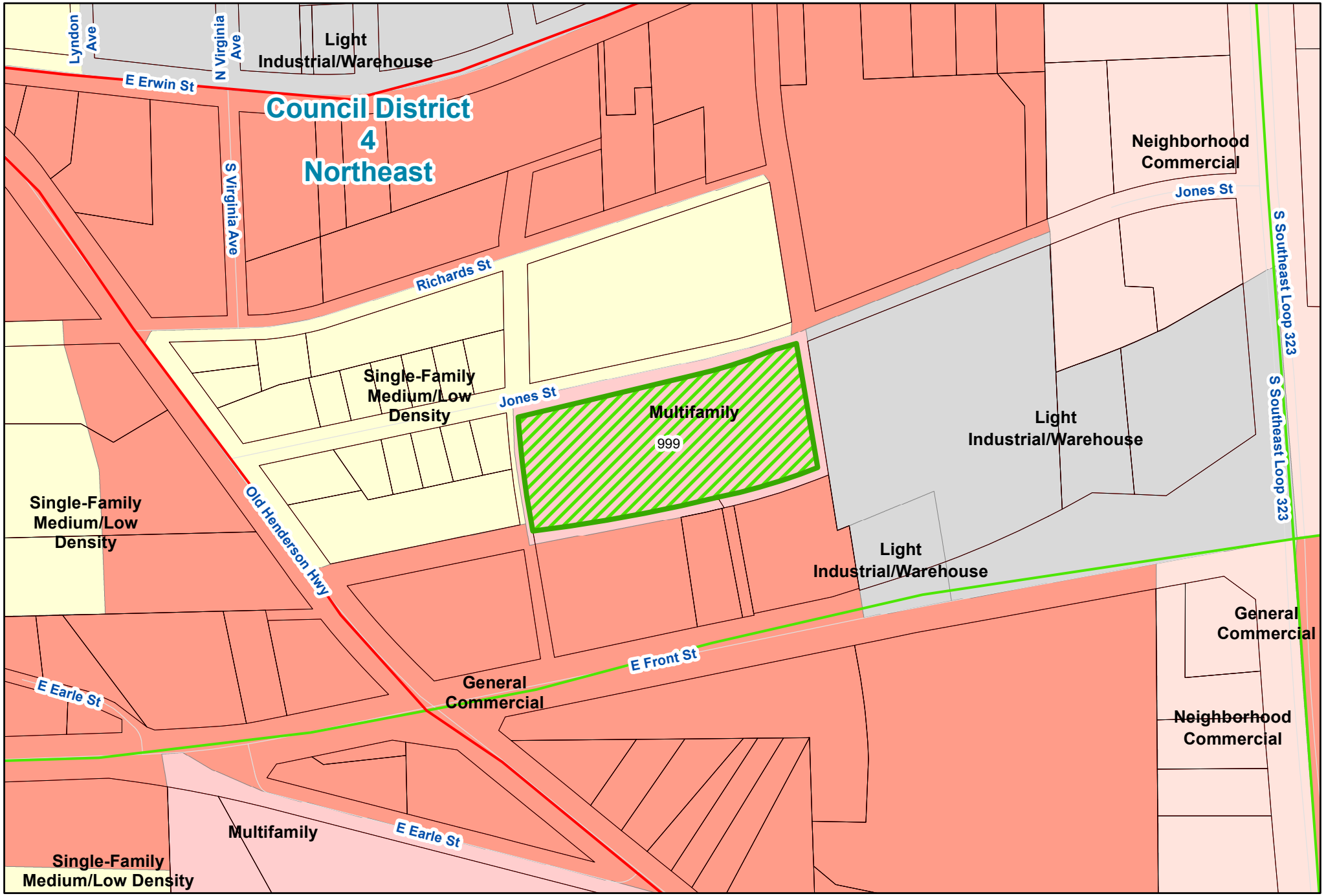
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300 0 300 Feet

ZONING CASE
Zoning Case #: PD23-029
Current Zoning: PMF
Site Plan Amendment
C & M MEATS INC

Subject Property

N W E S



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

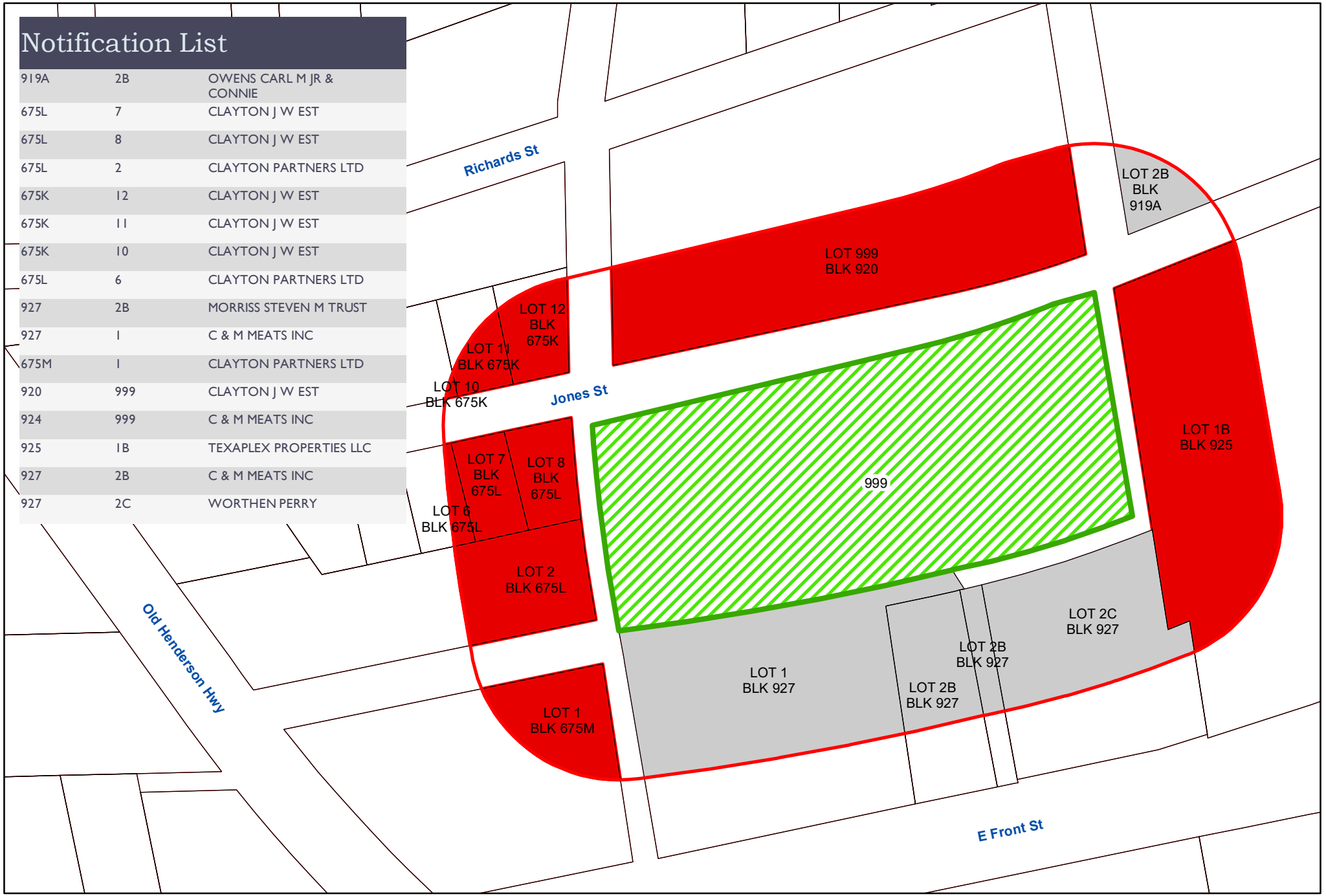
ZONING CASE
Zoning Case #: PD23-029
Current Zoning: PMF
Site Plan Amendment
C & M MEATS INC

Subject Property

N W E S

Notification List

919A	2B	OWENS CARL M JR & CONNIE
675L	7	CLAYTON J W EST
675L	8	CLAYTON J W EST
675L	2	CLAYTON PARTNERS LTD
675K	12	CLAYTON J W EST
675K	11	CLAYTON J W EST
675K	10	CLAYTON J W EST
675L	6	CLAYTON PARTNERS LTD
927	2B	MORRISS STEVEN M TRUST
927	1	C & M MEATS INC
675M	1	CLAYTON PARTNERS LTD
920	999	CLAYTON J W EST
924	999	C & M MEATS INC
925	1B	TEXAPLEX PROPERTIES LLC
927	2B	C & M MEATS INC
927	2C	WORTHEN PERRY



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160 0 160 Feet

ZONING CASE
Zoning Case #: PD23-029
Current Zoning: PMF
Site Plan Amendment
C & M MEATS INC

Subject Property
200' Mailed Notification Area
Protest Lots

N W E S

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: Z-3

Date: May 22, 2024

Subject: PD24-007 TYLER BROADWAY/CENTENNIAL PADS LP (8910 SOUTH BROADWAY AVENUE)
Request that the City Council consider adoption of an Ordinance approving a "PCD", Planned Commercial District final site plan.

Page: Page 1 of

Item Reference:

The applicant is requesting the site plan for a drive-through restaurant on Lot 7M of NCB 1153, one lot containing approximately 0.82 acres of land located south of the southeast intersection of South Broadway Avenue and Centennial Parkway (8910 South Broadway Avenue).

According to the Unified Development Code (UDC), the "PCD", Planned Commercial Development District will be designated where retail, commercial, office and limited industrial facilities are needed throughout the city. All development created in a PCD district must be designed and developed in accordance with an approved site development plan and submitted for approval to the Planning Commission and City Council.

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, east, and south are zoned "PCD", Planned Commercial District and are generally developed for commercial uses. The property to the west is zoned "PMXD-1", Planned Mixed Use District and is currently undeveloped.

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

The applicant is requesting the change to establish a final site plan for this property in order to develop a Whataburger restaurant. The proposed site plan is consistent with the approved Cumberland Park development standards including the front setback of 15 feet, and the side and rear setbacks of zero feet. The signage is to be in accordance with the Village at Cumberland Park sign regulations. The development is to be compliant with the UDC in all other requirements.

On May 7, 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, May 10, 2024, of the two notices mailed, one was returned in favor and none returned 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 6-0 vote recommends approval of the "PCD", Planned Commercial District with a final site plan.

ATTACHMENTS:
Ordinance
Location Map
Future Land Use Map
Notification Map

Drafted/Recommended By:
Department Leader

Kyle Kingma, AICP, 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 AMENDING THE ""PCD", PLANNED COMMERCIAL DISTRICT FINAL SITE PLAN ON LOT 7M OF NCB 1153, ONE LOT CONTAINING APPROXIMATELY 0.82 ACRES OF LAND LOCATED SOUTH OF THE SOUTHEAST INTERSECTION OF SOUTH BROADWAY AVENUE AND CENTENNIAL PARKWAY (8910 SOUTH BROADWAY AVENUE); 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 PD24-007

That the existing site development plan is hereby amended by approving the final site plan attached hereto as Exhibit "A" on the following described property zoned "PCD", Planned Commercial District, to wit:

> On Lot 7M of NCB 1153, one lot containing approximately 0.82 acres of land located south of the southeast intersection of South Broadway Avenue and Centennial Parkway (8910 South Broadway Avenue) and in accordance with the final site plan 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.

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 May 24th, 2024.

PASSED AND APPROVED this the 22nd day of May A.D., 2024.

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

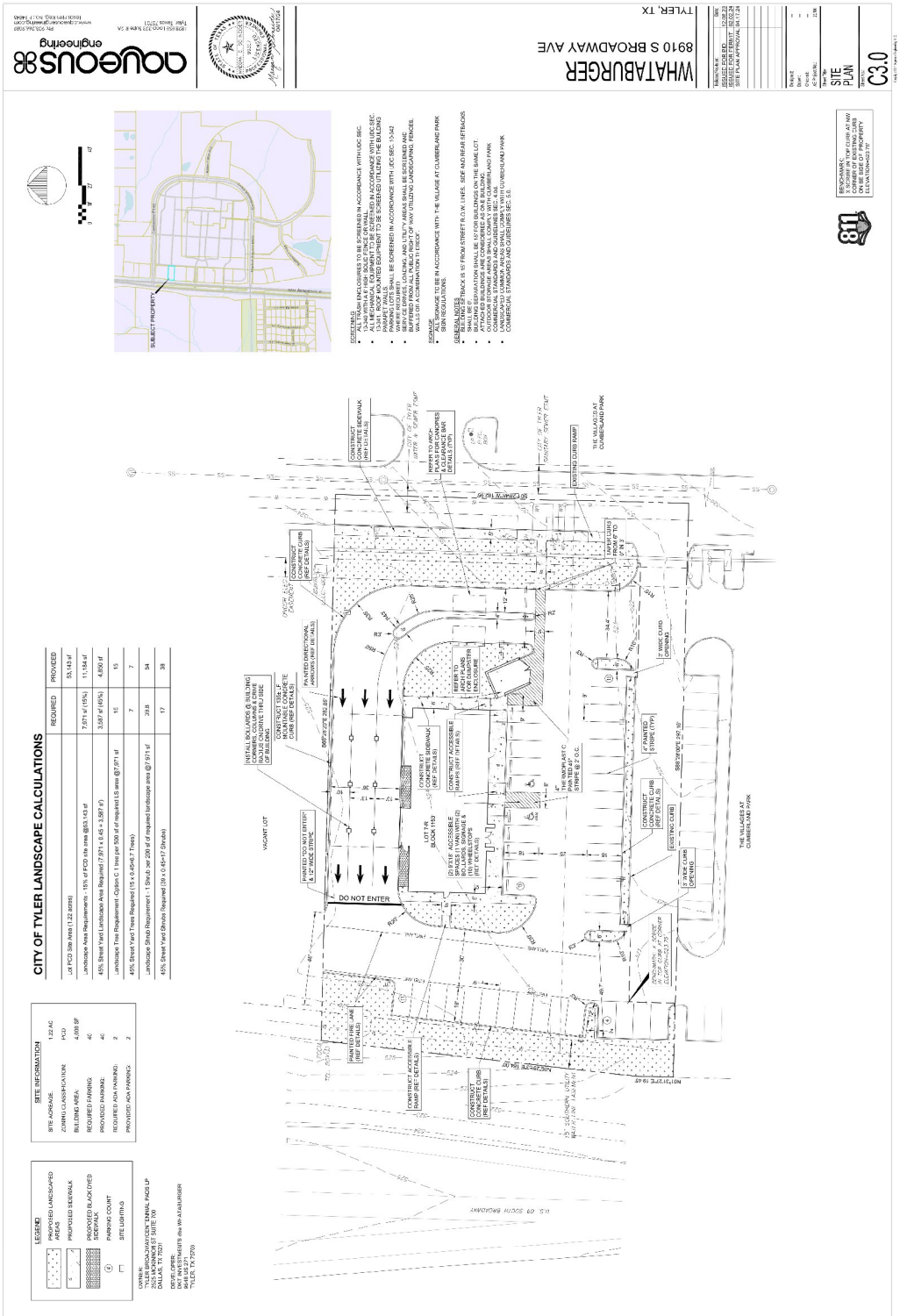
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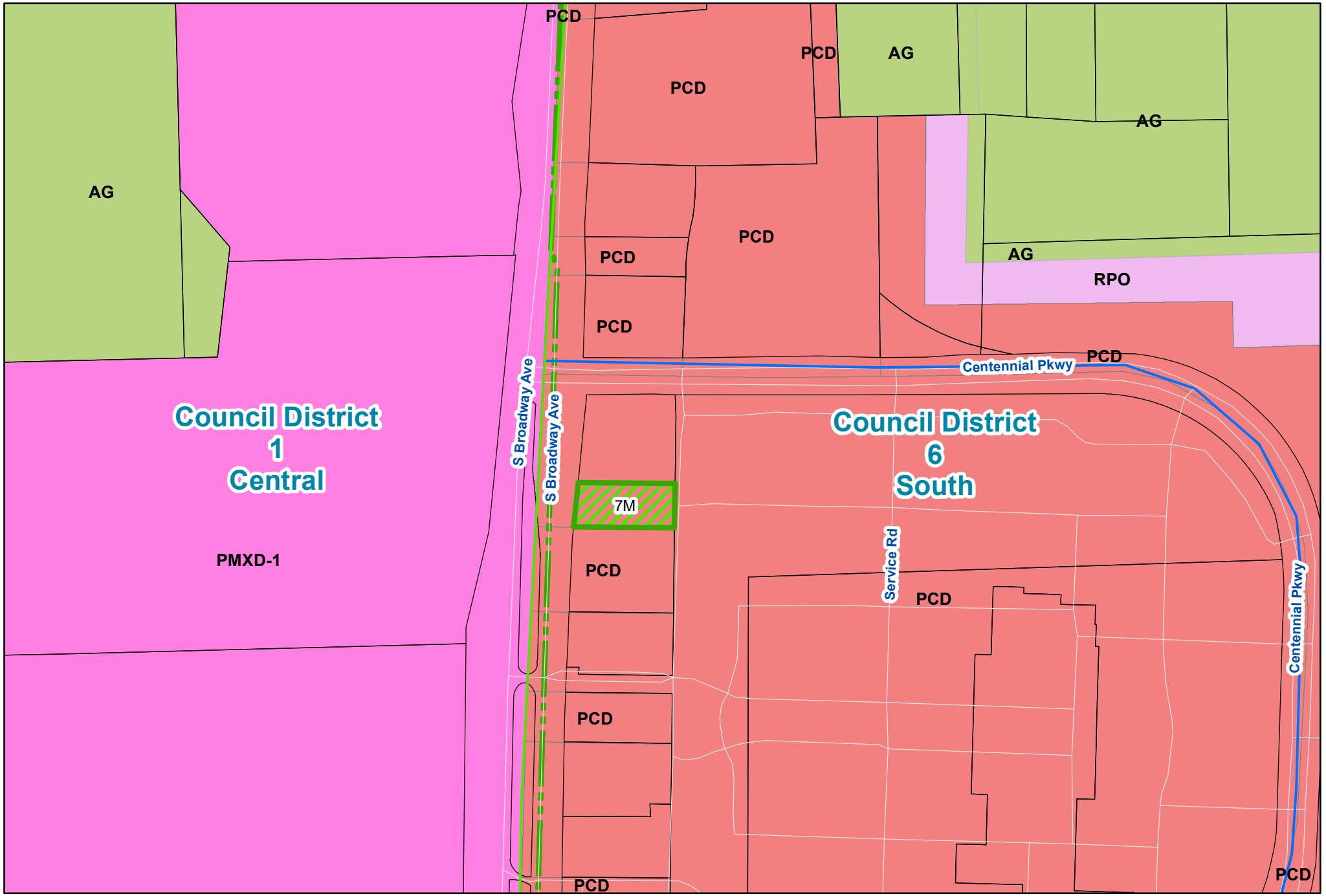
APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

ORDINANCE NO. O-2024-
EXHIBIT "A"
FINAL SITE PLAN





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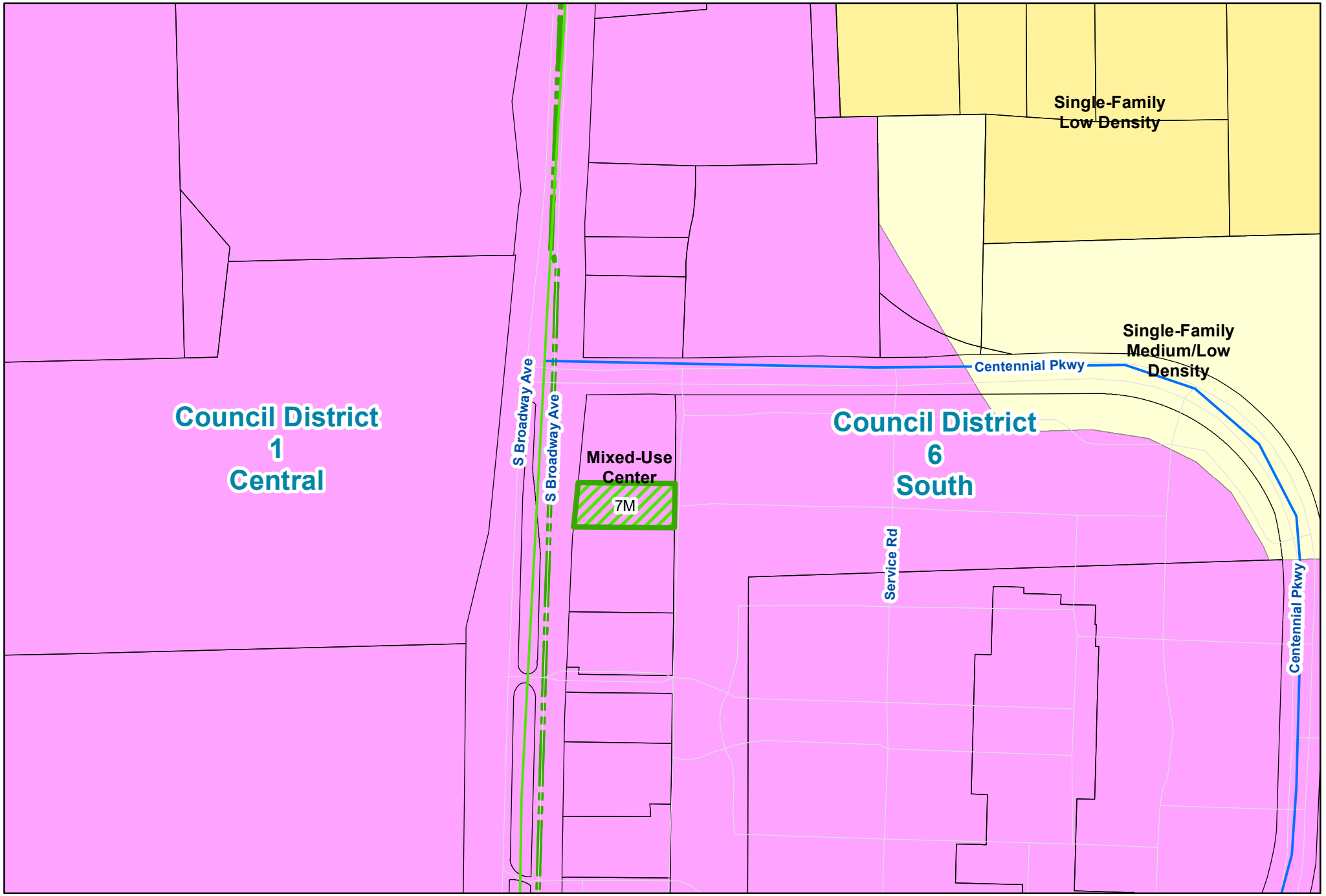
350 0 350 Feet

ZONING CASE
Zoning Case #: PD24-007
Proposed Zoning: PCD Final SIte Plan
TYLER BROADWAY/CENTENNIAL PADS LP

Subject Property

Council District Boundary

N W E S



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350 0 350 Feet

ZONING CASE
Zoning Case #: PD24-007
Proposed Zoning: PCD Final SIte Plan
TYLER BROADWAY/CENTENNIAL PADS LP

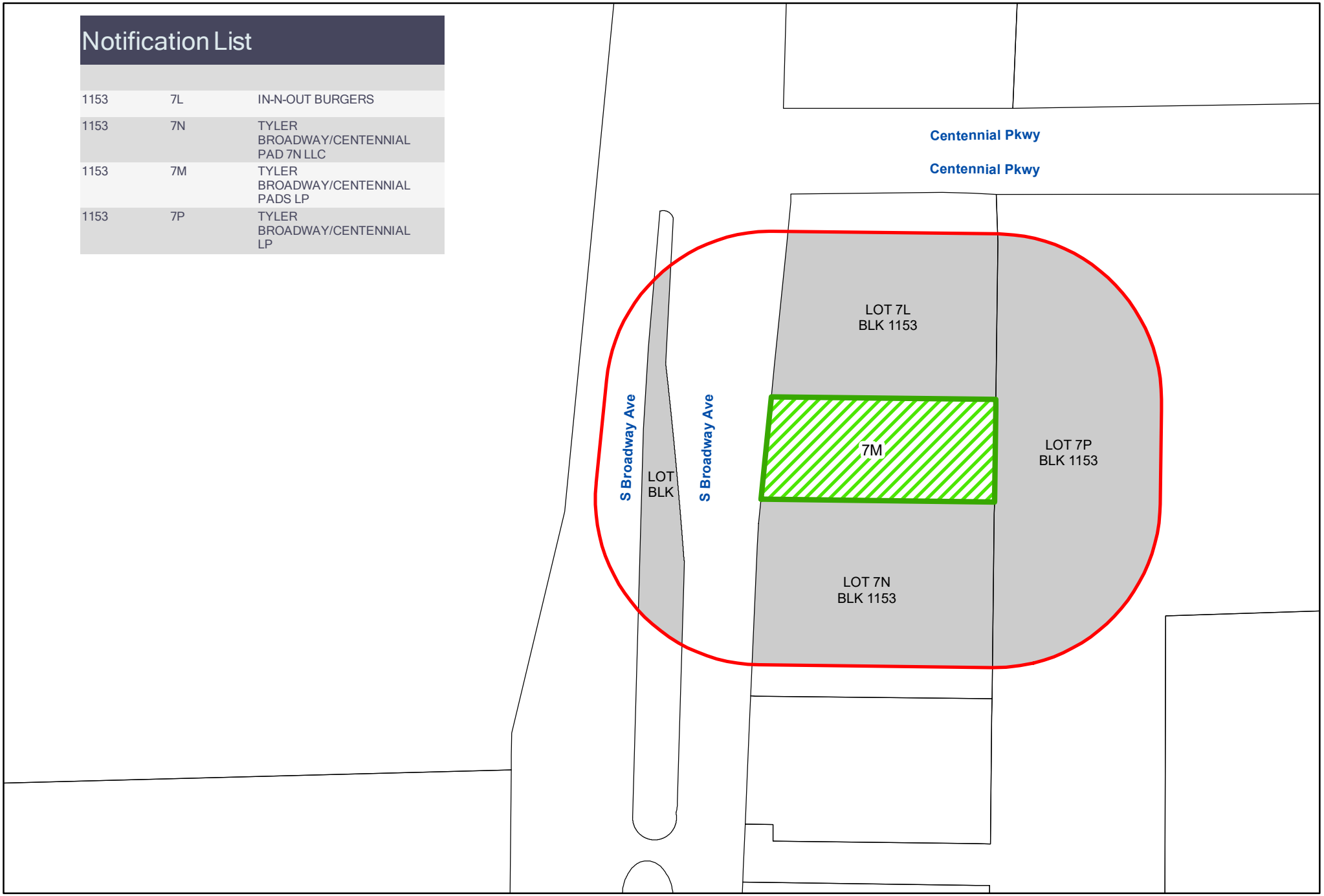
Subject Property

Council District Boundary

N W E S

Notification List

1153	7L	IN-N-OUT BURGERS
1153	7N	TYLER BROADWAY/CENTENNIAL PAD 7N LLC
1153	7M	TYLER BROADWAY/CENTENNIAL PADS LP
1153	7P	TYLER BROADWAY/CENTENNIAL LP



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150 0 150 Feet

ZONING CASE
Zoning Case #: PD24-007
Proposed Zoning: PCD Final SIte Plan
TYLER BROADWAY/CENTENNIAL PADS LP

Subject Property
200' Mailed Notification Area

N W E S

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: Z-4

Date: May 22, 2024

Subject: PD24-006 ARCH FUNDING LLC, IRP REO II LP AND AMBERWOOD DUPLEXES LLC (1303-1372 FREEDOM TRAIL)
Request that the City Council consider adoption of an Ordinance approving a zone change from "PXR", Planned Mixed Residential District to "PMF", Planned Multi-Family District with final site plan.

Page: Page 1 of

Item Reference:

The applicant is requesting the zone change to modify the site plan and convert the public street to a private way on Lots 22-51 of the Centennial Garden Homes subdivision, 30 lots containing approximately 6.36 acres of land located east of the southeast intersection of Kit Carson Trail and Centennial Parkway (1303-1372 Freedom Trail).

According to the Unified Development Code (UDC), the "PMF", Planned Multi-Family District is primarily intended to implement the Tyler 1st Comprehensive Plan by providing for the medium to high density development of condominiums, apartments, and nursing homes. A PMF development may include common open spaces, scenic and recreational areas. All developments created in a PMF district must be designed and developed in accordance with an approved site development plan and submitted for approval to the Planning Commission and City Council.

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 west are zoned "PMF", Planned Multi-Family District and are currently undeveloped. The adjacent properties to the east and north are zoned "R-1A", Single-Family Residential District and "R-1B", Single-Family Residential district and are developed with single-family homes. The subject property is adjacent to Toll 49 to the south.

The request is consistent with the adopted Tyler 1st Future Land Use Guide which identifies this property as Townhouse/Garden Apartment.

The subject property was annexed into the City in 2017 after some development had already occurred. The property was platted with a public street, however the street that was started prior to annexation does not meet City standard. The applicant plans to develop 26 duplex style units, with each unit on their own individual lot. This is generally consistent with the previous approval of 24 units. The "PMF" zoning will allow for the lots to be accessed by a concrete private way. Private ways are built to fire lane standards rather than public street standards. This will allow for the completion of the project and will place the approximately 900 feet long dead-end street into private maintenance as a private way.

On May 7, 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, May 10, 2024, of the 13 notices mailed, no notices were returned in favor and three returned in opposition to the request citing concerns with multi-family development.

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 6-0 vote recommends approval of a zone change from "PXR", Planned Mixed Residential District to "PMF", Planned Multi-Family District with final site plan.

ATTACHMENTS:

Ordinance
Location Map
Future Land Use Map
Notification Map

Drafted/Recommended By:
Department Leader

Kyle Kingma, AICP, 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 "PXR", PLANNED MIXED RESIDENTIAL DISTRICT TO "PMF", PLANNED MULTI-FAMILY DISTRICT WITH FINAL SITE PLAN ON LOTS 22-51 OF THE CENTENNIAL GARDEN HOMES SUBDIVISION, 30 LOTS CONTAINING APPROXIMATELY 6.36 ACRES OF LAND LOCATED EAST OF THE SOUTHEAST INTERSECTION OF KIT CARSON TRAIL AND CENTENNIAL PARKWAY (1303-1372 FREEDOM TRAIL); 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 PD24-006

That the following described property, which has heretofore been zoned "PXR", Planned Mixed Residential District, shall hereafter bear the zoning classification of "PMF", Planned Multi-Family District, to wit:

> On Lots 22-51 of the Centennial Garden Homes subdivision, 30 lots containing approximately 6.36 acres of land located east of the southeast intersection of Kit Carson Trail and Centennial Parkway (1303-1372 Freedom Trail) and in accordance with the Final Site Plan 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.

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 May 24th, 2024.

PASSED AND APPROVED this the 22nd day of May A.D., 2024.

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

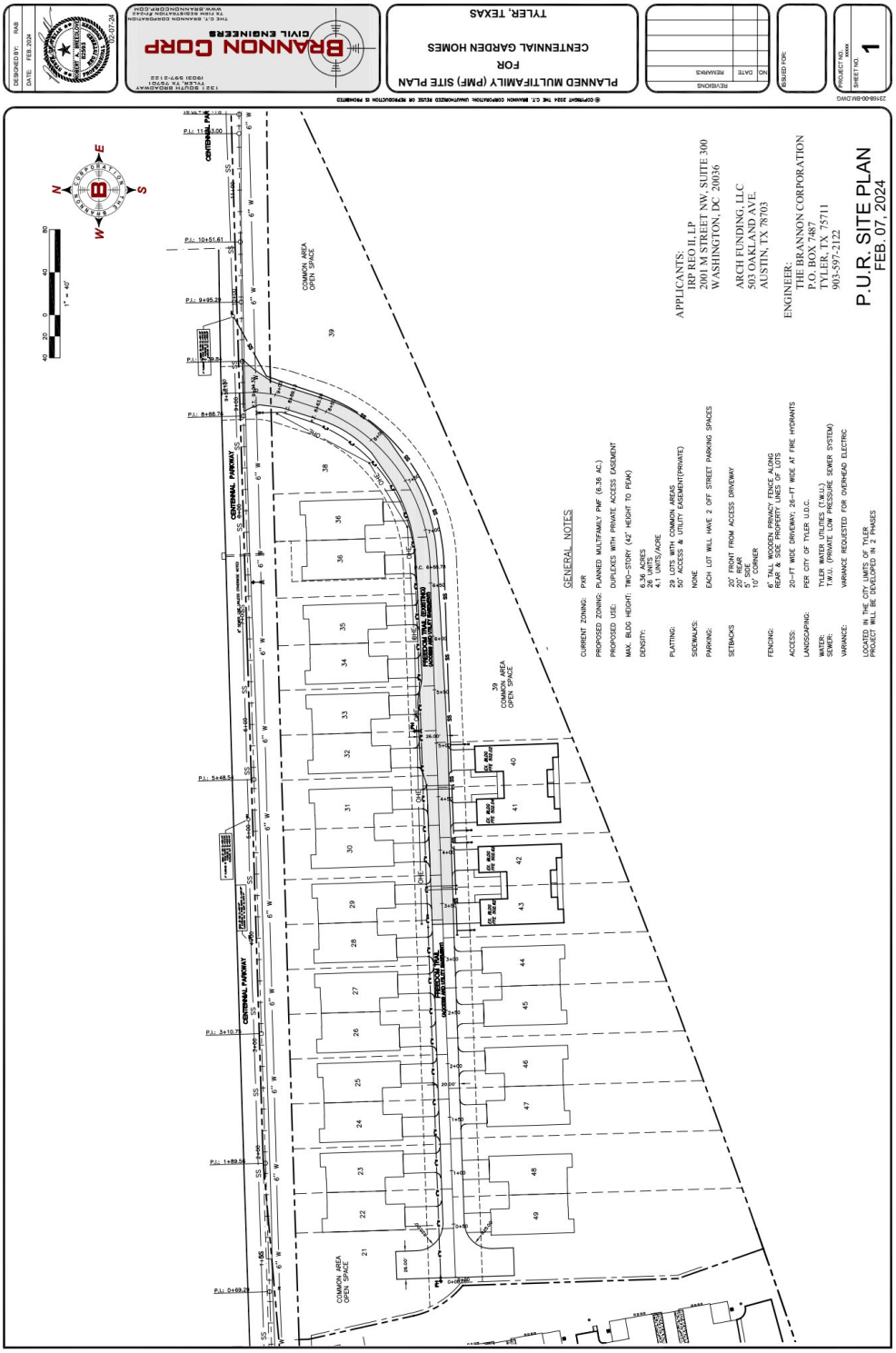
A T T E S T:

APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

ORDINANCE NO. O-2024-
EXHIBIT "A"
FINAL SITE PLAN





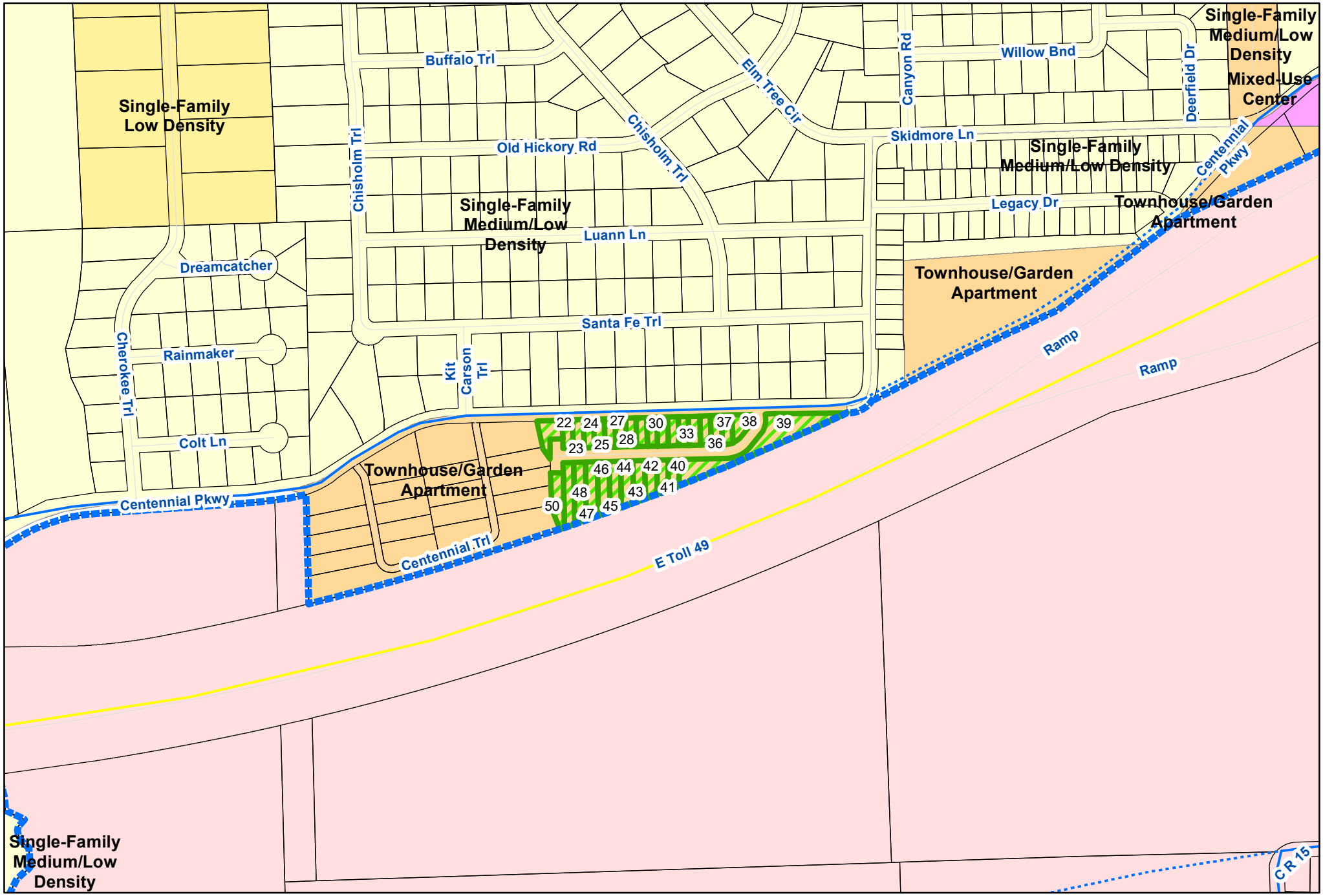
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500 0 500 Feet

ZONING CASE
Zoning Case #: PD24-006
Current Zoning: PXR
Proposed Zoning: PMF
Arch Funding LLC, IRP REO II LP and Amberwood Duplexes LLC

Subject Property
Council District Boundary
City Limits

N W E S



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500 0 500 Feet

ZONING CASE
Zoning Case #: PD24-006
Current Zoning: PXR
Proposed Zoning: PMF
Arch Funding LLC, IRP REO II LP and Amberwood Duplexes LLC

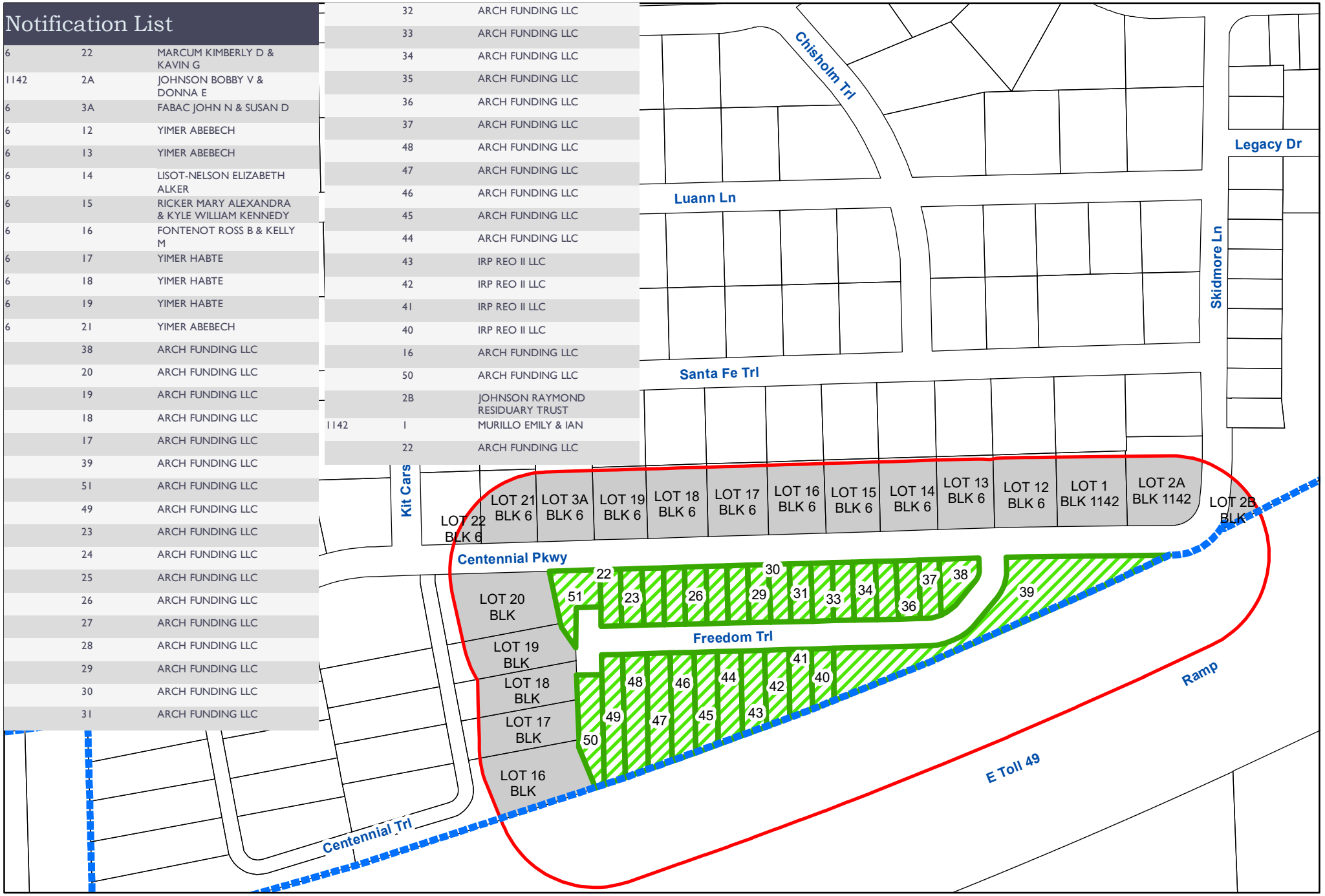
Subject Property
Council District Boundary
City Limits

N W E S

60

Notification List

6	22	MARCUM KIMBERLY D & KAVIN G
1142	2A	JOHNSON BOBBY V & DONNA E
6	3A	FABAC JOHN N & SUSAN D
6	12	YIMER ABEBECH
6	13	YIMER ABEBECH
6	14	LISOT-NELSON ELIZABETH ALKER
6	15	RICKER MARY ALEXANDRA & KYLE WILLIAM KENNEDY
6	16	FONTENOT ROSS B & KELLY M
6	17	YIMER HABTE
6	18	YIMER HABTE
6	19	YIMER HABTE
6	21	YIMER ABEBECH
	38	ARCH FUNDING LLC
	20	ARCH FUNDING LLC
	19	ARCH FUNDING LLC
	18	ARCH FUNDING LLC
	17	ARCH FUNDING LLC
	39	ARCH FUNDING LLC
	51	ARCH FUNDING LLC
	49	ARCH FUNDING LLC
	23	ARCH FUNDING LLC
	24	ARCH FUNDING LLC
	25	ARCH FUNDING LLC
	26	ARCH FUNDING LLC
	27	ARCH FUNDING LLC
	28	ARCH FUNDING LLC
	29	ARCH FUNDING LLC
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	31	ARCH FUNDING LLC
	32	ARCH FUNDING LLC
	33	ARCH FUNDING LLC
	34	ARCH FUNDING LLC
	35	ARCH FUNDING LLC
	36	ARCH FUNDING LLC
	37	ARCH FUNDING LLC
	48	ARCH FUNDING LLC
	47	ARCH FUNDING LLC
	46	ARCH FUNDING LLC
	45	ARCH FUNDING LLC
	44	ARCH FUNDING LLC
	43	IRP REO II LLC
	42	IRP REO II LLC
	41	IRP REO II LLC
	40	IRP REO II LLC
	16	ARCH FUNDING LLC
	50	ARCH FUNDING LLC
	2B	JOHNSON RAYMOND RESIDUARY TRST
1142	1	MURILLO EMILY & IAN
	22	ARCH FUNDING LLC



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250 0 250 Feet

ZONING CASE
Zoning Case #: PD24-006
Current Zoning: PXR
Proposed Zoning: PMF
Arch Funding LLC, IRP REO II LP and Amberwood Duplexes LLC

Subject Property
200' Mailed Notification Area

N W E S

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: Z-5

Date: May 22, 2024

Subject: C24-003 MEZAYEK BUILDING LTD (MERCEDES DRIVE AND BENDALE DRIVE)
Request that the City Council consider adoption of an Ordinance approving the closure of Mercedes Drive and Bendale Drive.

Page: Page 1 of

Item Reference: Texas Transportation Code Sec. 311.007; Tyler City Code Chapter 10; Article V., Division F.

The applicant is requesting the closures of the rights-of-way to convert them to private streets. The streets are located within the Hamilton Meadows Unit 2 subdivision along Crow Road. The closure will allow the applicant to replat the streets as private and allow for them to be gated. The streets will be privately maintained as well.

On May 7, 2024, the Planning and Zoning Commission held a public hearing for this request. No one spoke in favor or in opposition to the request. Mark Priestner was present on behalf of the applicant.

As of Friday, May 10, 2024, of the nine notices mailed, one notice was returned in favor and none were returned in opposition to the requested closure.

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

RECOMMENDATION:
The Planning and Zoning Commission by a 6-0 vote recommends approval of the thoroughfare closures subject to the rights-of-way being replatted within six months.

ATTACHMENTS:
Ordinance
Location Map
Future Land Use Map
Notification Map

Drafted/Recommended By:
Department Leader

Kyle Kingma, AICP, 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 MERCEDES DRIVE AND BENDALE DRIVE. THE STREETS ARE LOCATED WITHIN THE HAMILTON MEADOWS UNIT 2 SUBDIVISION ALONG CROW ROAD; 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 closures are hereby approved as follows:

I. APPLICATION C24-003

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

> Improved rights-of-way of Mercedes Drive and Bendale Drive. The streets are located within the Hamilton Meadows Unit 2 subdivision along Crow Road. The rights-of-way to be closed are 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 rights-of-way are not needed for public purposes and it is in the public interest of the City to abandon said described public rights-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 22nd day of May A.D., 2024.

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

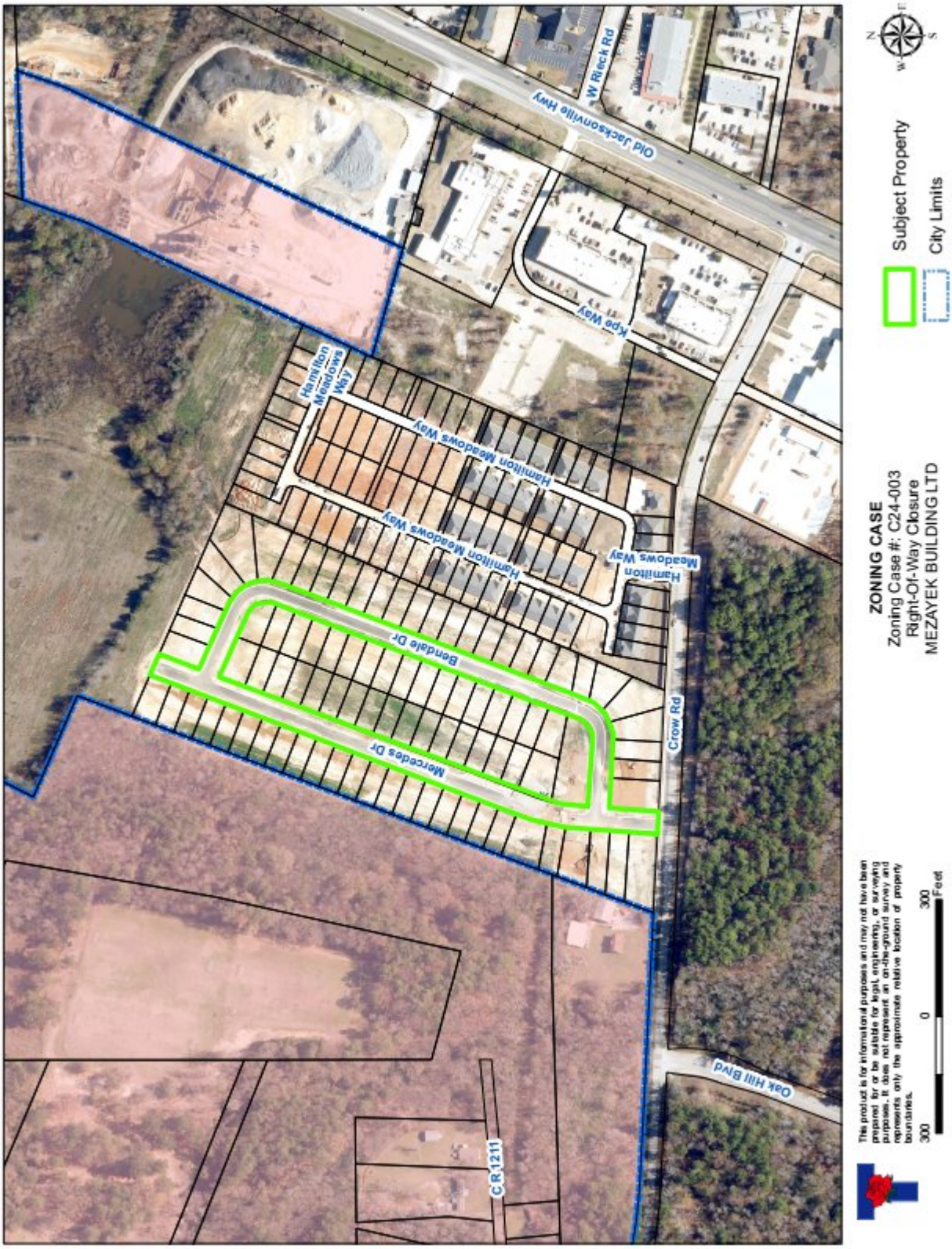
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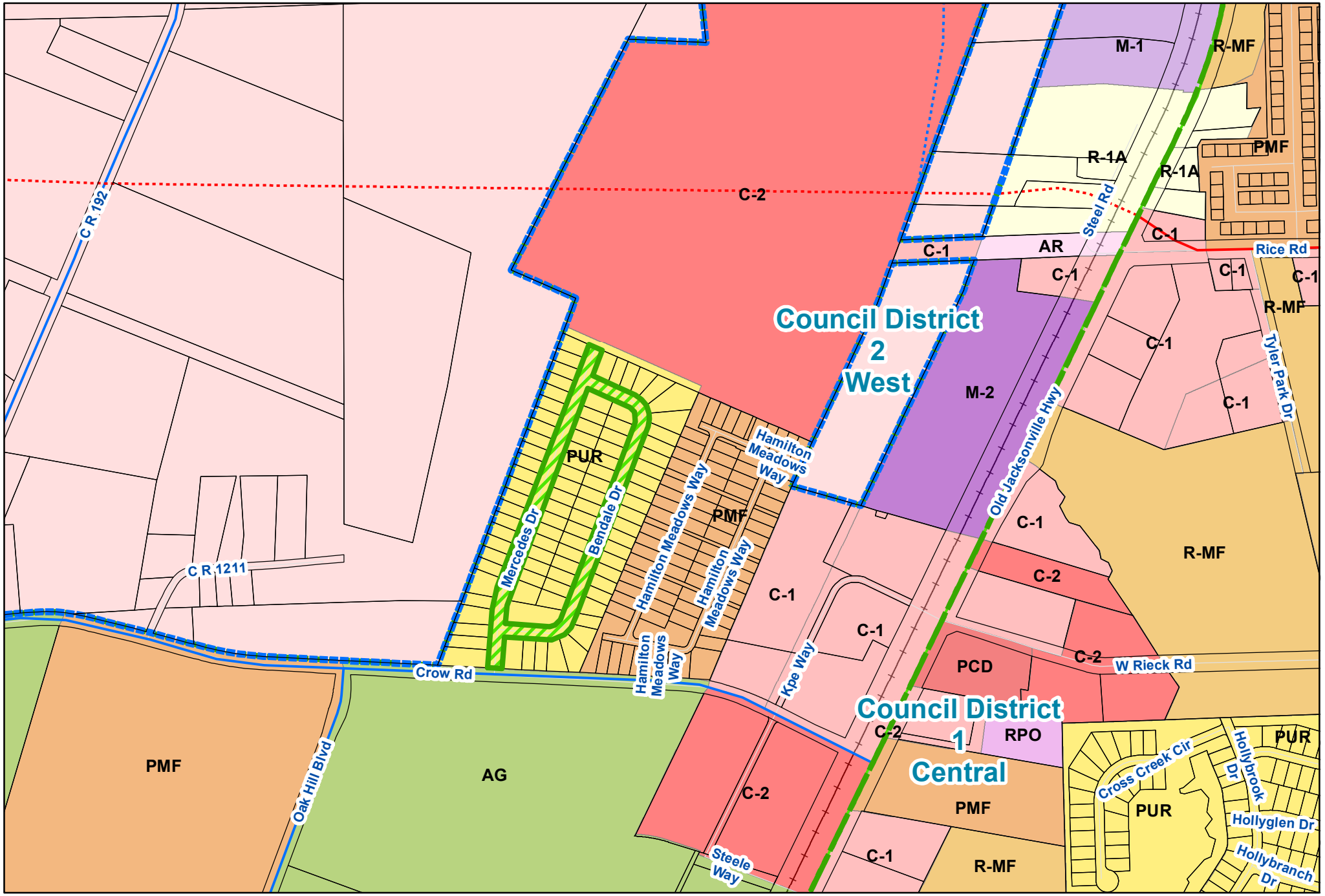
APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

ORDINANCE NO. O-2024-
EXHIBIT "A"
LOCATION MAP





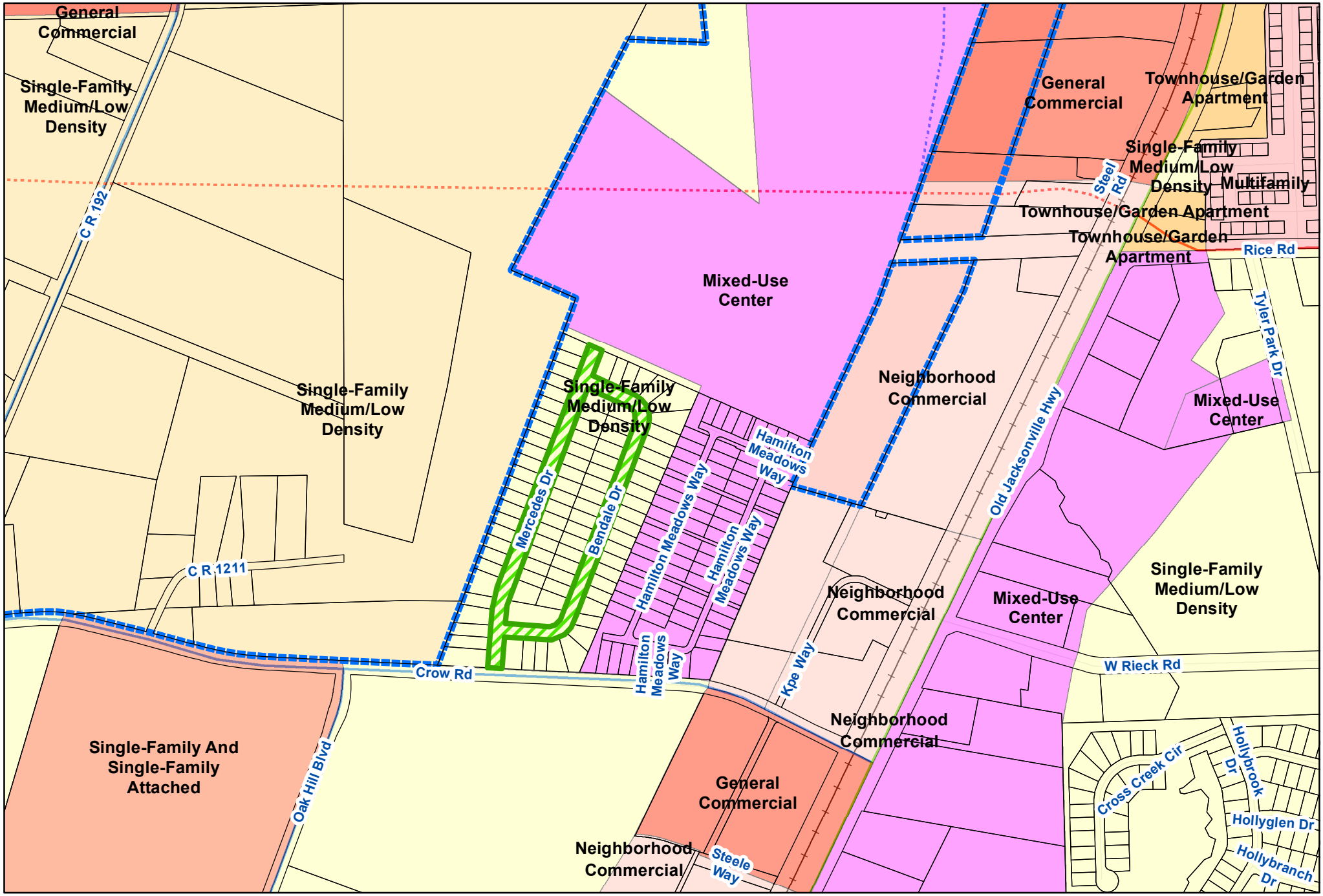
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500 0 500 Feet

ZONING CASE
Zoning Case #: C24-003
Right-Of-Way Closure
MEZAYEK BUILDING LTD

Subject Property
City Limits
Council District Boundary

N W E S



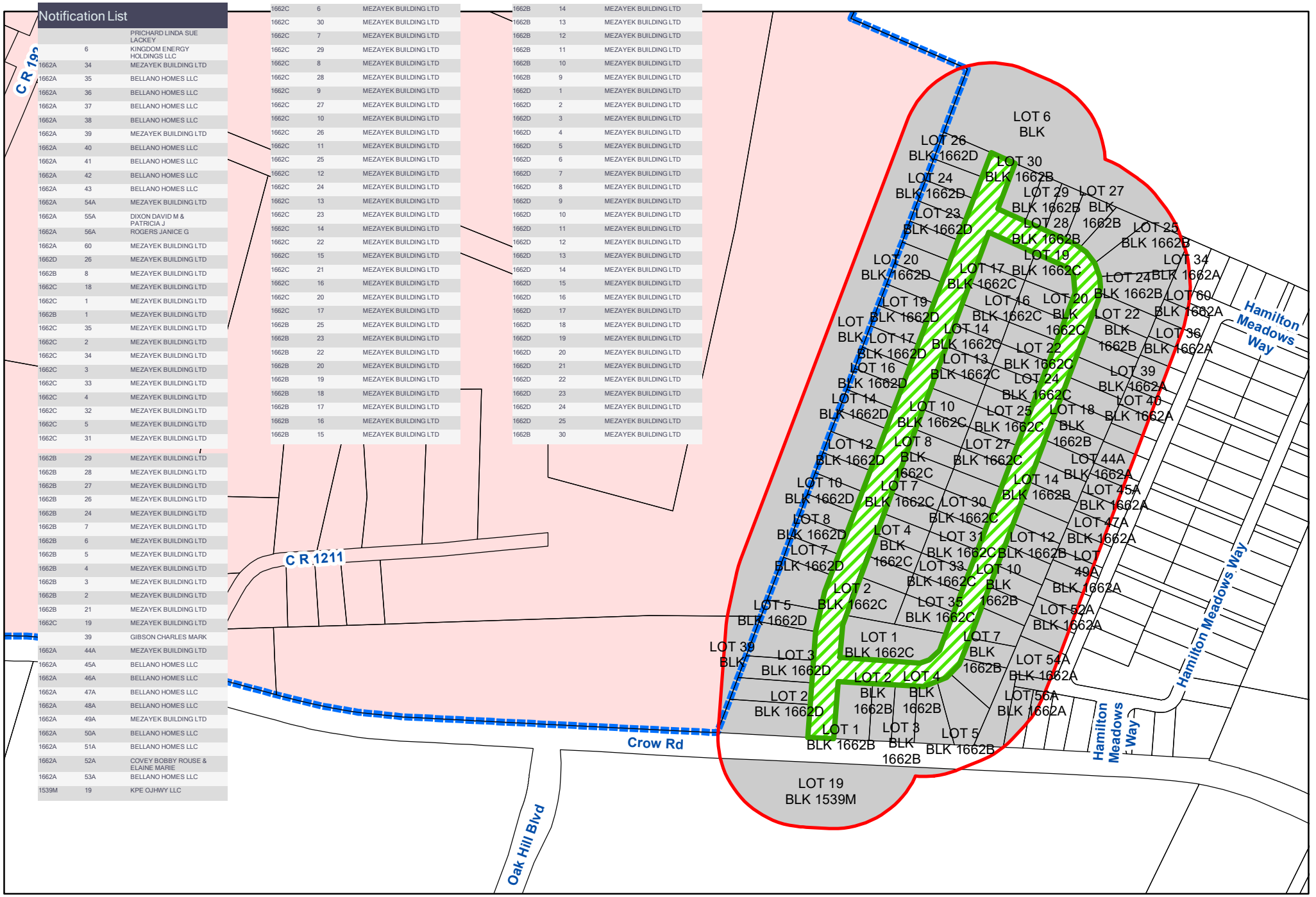
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500 0 500 Feet

ZONING CASE
Zoning Case #: C24-003
Right-Of-Way Closure
MEZAYEK BUILDING LTD

Subject Property
City Limits
Council District Boundary

N W E S



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275 0 275 Feet

ZONING CASE
Zoning Case #: C24-003
Right-Of-Way Closure
MEZAYEK BUILDING LTD

Subject Property
200' Mailed Notification Area
City Limits

N W E S

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: Z-6

Date: May 22, 2024

Subject: C24-002 MARION WARE (UNIMPROVED ALLEY)
Request that the City Council consider adoption of an Ordinance approving the closure of an unimproved alley adjacent to 698 West Line Street.

Page: Page 1 of

Item Reference: Texas Transportation Code Sec. 311.007; Tyler City Code Chapter 10; Article V., Division F.

The applicant is requesting the closure to replat the right-of-way into adjacent properties. The west side of the right-of-way is adjacent to 706 West Line Street. The east side is adjacent to 698 West Line Street. The alley intersects with West Line Street to the north and railroad right-of-way to the south.

The applicant is requesting the closure to replat the right-of-way into the adjacent property as a part of a plan for future development. The rights-of-way are not shown or listed on the Master Street Plan.

On May 7, 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, May 10, 2024, of the 13 notices mailed, no notices were returned in favor or in opposition to the requested closure.

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

RECOMMENDATION:
The Planning and Zoning Commission by a 6-0 vote recommends approval of the thoroughfare closure subject to the right-of-way being replatted within six months.

ATTACHMENTS:
Ordinance
Location Map
Future Land Use Map
Notification Map

Drafted/Recommended By:
Department Leader

Kyle Kingma, AICP, 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 AN UNIMPROVED RIGHT-OF-WAY. THE WEST SIDE OF THE RIGHT-OF-WAY IS ADJACENT TO 706 WEST LINE STREET. THE EAST SIDE IS ADJACENT TO 698 WEST LINE STREET. THE ALLEY INTERSECTS WITH WEST LINE STREET TO THE NORTH AND RAILROAD RIGHT-OF-WAY TO THE SOUTH.; 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 C24-002

That the public right-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 alley right-of-way. The west side of the right-of-way is adjacent to 706 West Line Street. The east side is adjacent to 698 West Line Street. The alley intersects with West Line Street to the north and railroad right-of-way to the south. 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 22nd day of May A.D., 2024.

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

A T T E S T:

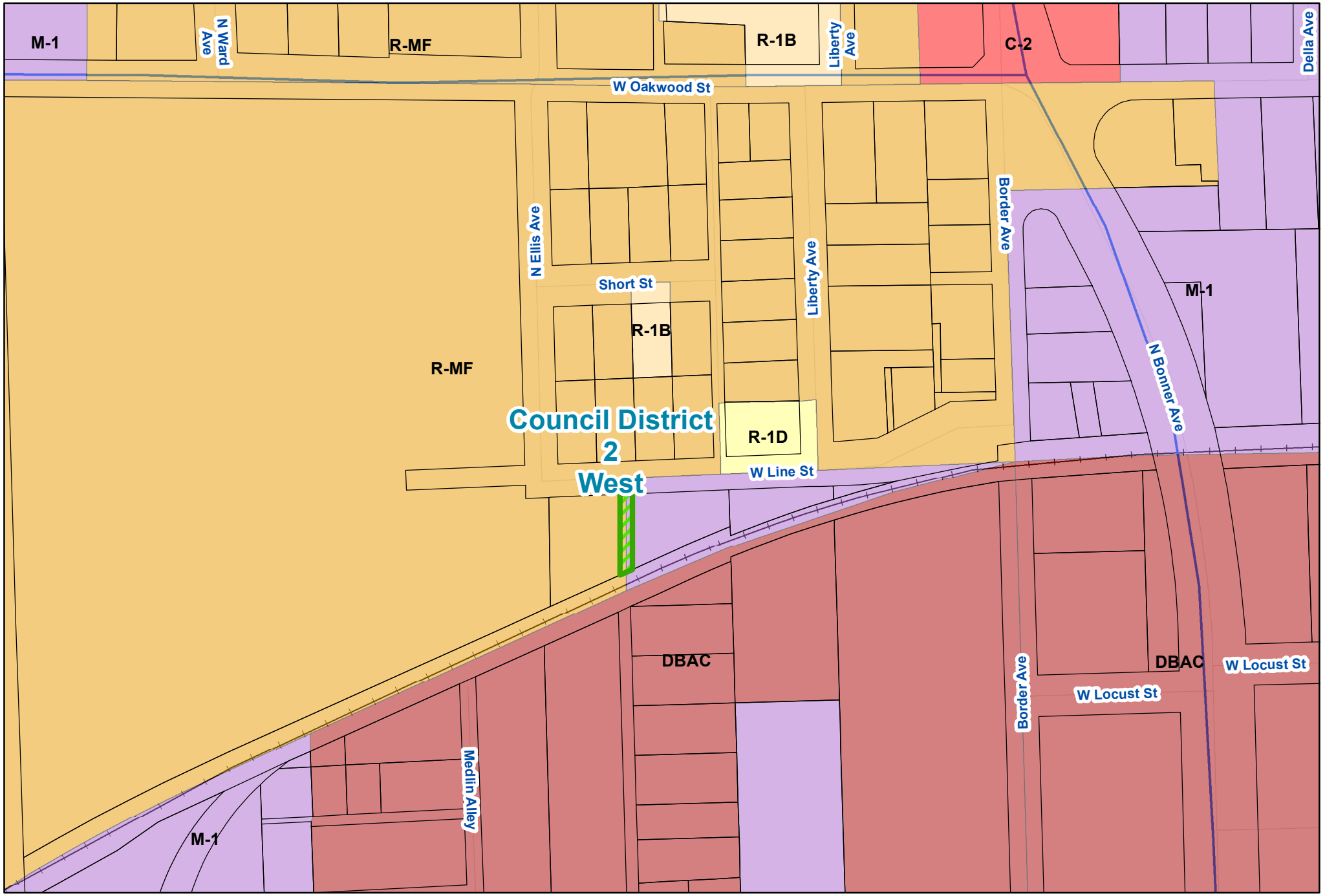
APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

ORDINANCE NO. O-2024-
EXHIBIT "A"
LOCATION MAP





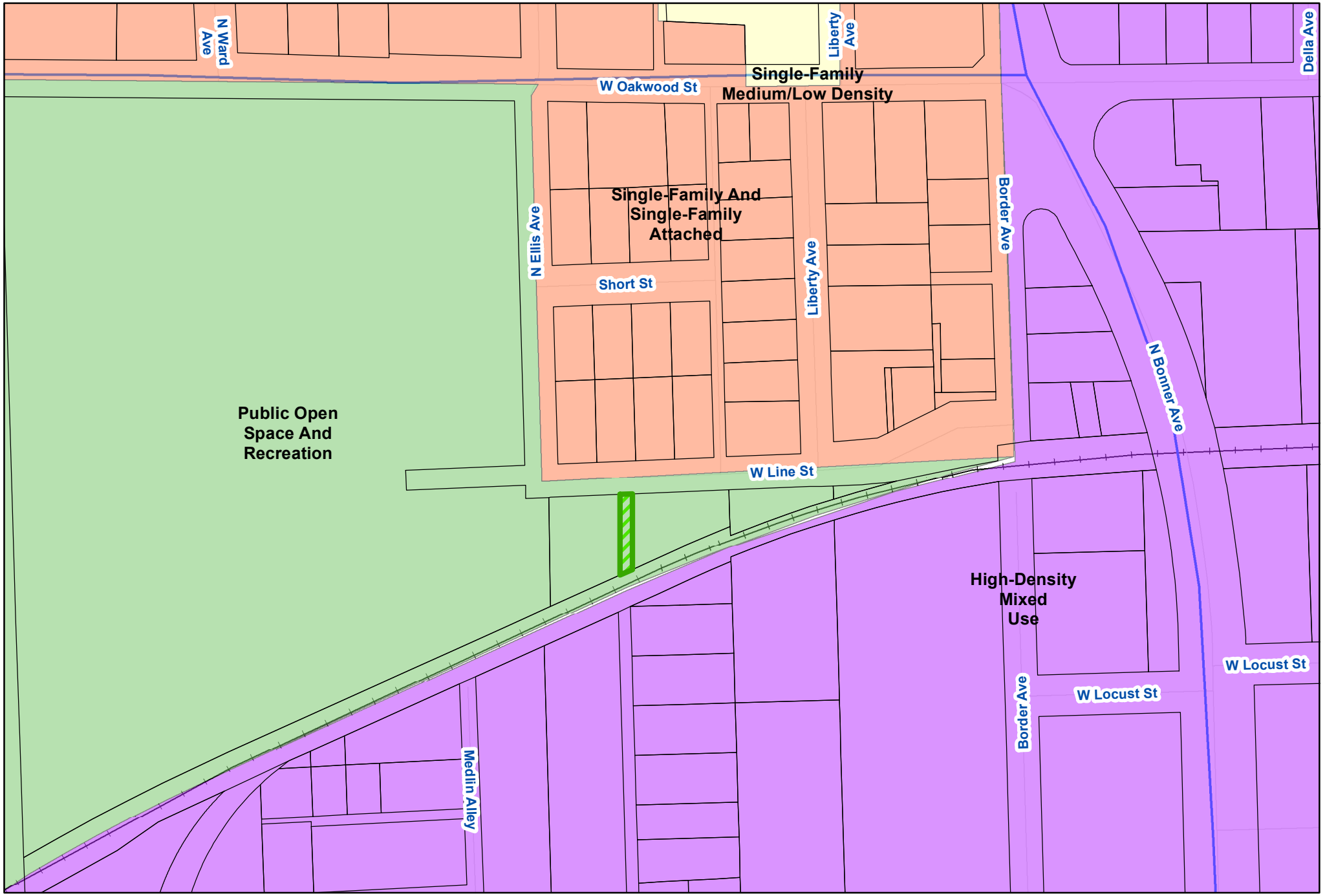
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150 0 150 Feet

ZONING CASE
Zoning Case #: C24-002
Right-Of-Way Closure
MARION WARE

Subject Property

N W E S



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150 0 150 Feet

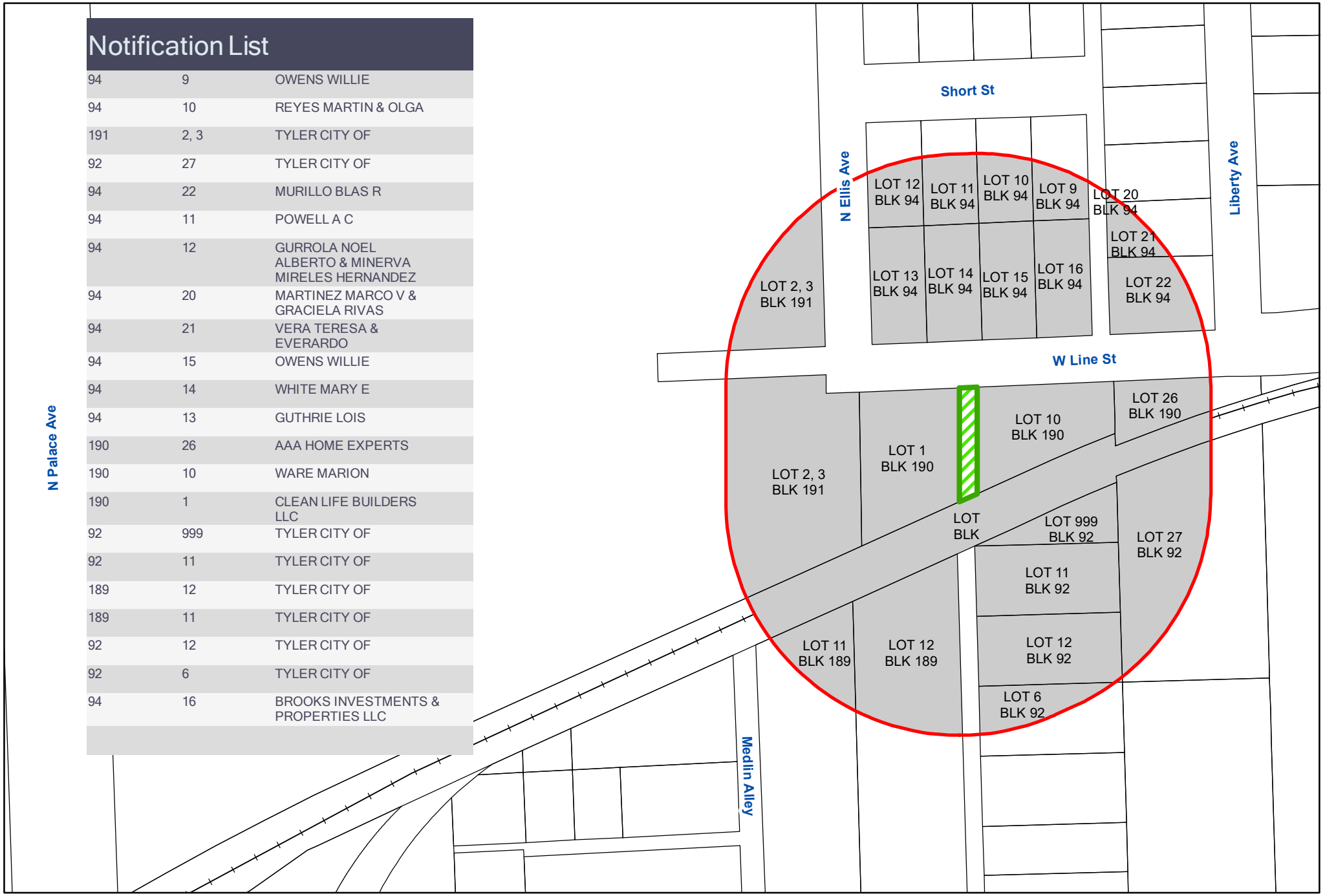
ZONING CASE
Zoning Case #: C24-002
Right-Of-Way Closure
MARION WARE

Subject Property

N W E S

Notification List

94	9	OWENS WILLIE
94	10	REYES MARTIN & OLGA
191	2, 3	TYLER CITY OF
92	27	TYLER CITY OF
94	22	MURILLO BLAS R
94	11	POWELL A C
94	12	GURROLA NOEL ALBERTO & MINERVA MIRELES HERNANDEZ
94	20	MARTINEZ MARCO V & GRACIELA RIVAS
94	21	VERA TERESA & EVERARDO
94	15	OWENS WILLIE
94	14	WHITE MARY E
94	13	GUTHRIE LOIS
190	26	AAA HOME EXPERTS
190	10	WARE MARION
190	1	CLEAN LIFE BUILDERS LLC
92	999	TYLER CITY OF
92	11	TYLER CITY OF
189	12	TYLER CITY OF
189	11	TYLER CITY OF
92	12	TYLER CITY OF
92	6	TYLER CITY OF
94	16	BROOKS INVESTMENTS & PROPERTIES LLC



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100 0 100 Feet

ZONING CASE
Zoning Case #: C24-002
Right-Of-Way Closure
MARION WARE

Subject Property
200' Mailed Notification Area

N W E S

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: Z-7

Date: May 22, 2024

Subject: Z24-011 MARION WARE (698 WEST LINE STREET)
Request that the City Council consider adoption of an Ordinance approving a zone change from "M-1", Light Industrial District to "R-1D", Single-Family Detached and Attached Residential District.

Page: Page 1 of

Item Reference:

The applicant is requesting the zone change to develop a single-family home, on Lot 10 of NCB 92, one lot containing approximately 0.18 acres of land located west of the southwest intersection of West Line Street and Liberty Avenue (698 West Line 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. 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 properties to the north and west are zoned "R-MF", Multi-Family Residential District and consist of a mixture of single-family homes, duplexes, and undeveloped lots. The adjacent property to the east is zoned "M-1", Light Industrial District and is undeveloped. The adjacent properties to the south are zoned "DBAC", Downtown Business, Arts and Culture District and consist of a railroad track and City of Tyler buildings.

The Tyler 1st Future Land Use Guide identifies this property as Public Open Space and Recreation. This request would amend the Future Land Use Guide to Single-Family and Single-Family Attached.

The applicant is requesting the zone change to build a single-family home on the property. This request would allow for a use that is consistent with the rest of the area. This zone change is consistent with the Tyler 1st goal to add more residences to the North End Planning Area.

On May 7, 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, May 10, 2024, of the 16 notices mailed, no notices were returned in favor or returned 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 6-0 vote recommends approval of a zone change from "PXR", Planned Mixed Residential District to "PMF", Planned Multi-Family District with final site plan.

ATTACHMENTS:

Ordinance
Location Map
Future Land Use Map
Notification Map

Drafted/Recommended By:
Department Leader

Kyle Kingma, AICP, 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 "M-1", LIGHT INDUSTRIAL DISTRICT TO "R-1D", SINGLE-FAMILY DETACHED AND ATTACHED RESIDENTIAL DISTRICT ON LOT 10 OF NCB 92, ONE LOT CONTAINING APPROXIMATELY 0.18 ACRES OF LAND LOCATED WEST OF THE SOUTHWEST INTERSECTION OF WEST LINE STREET AND LIBERTY AVENUE (698 WEST LINE STREET); DIRECTING THE AMENDMENT OF THE ZONING MAP; 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 Z24-011

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

> On Lot 10 of NCB 92, one lot containing approximately 0.18 acres of land located west of the southwest intersection of West Line Street and Liberty Avenue (698 West Line 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 22nd day of May A.D., 2024.

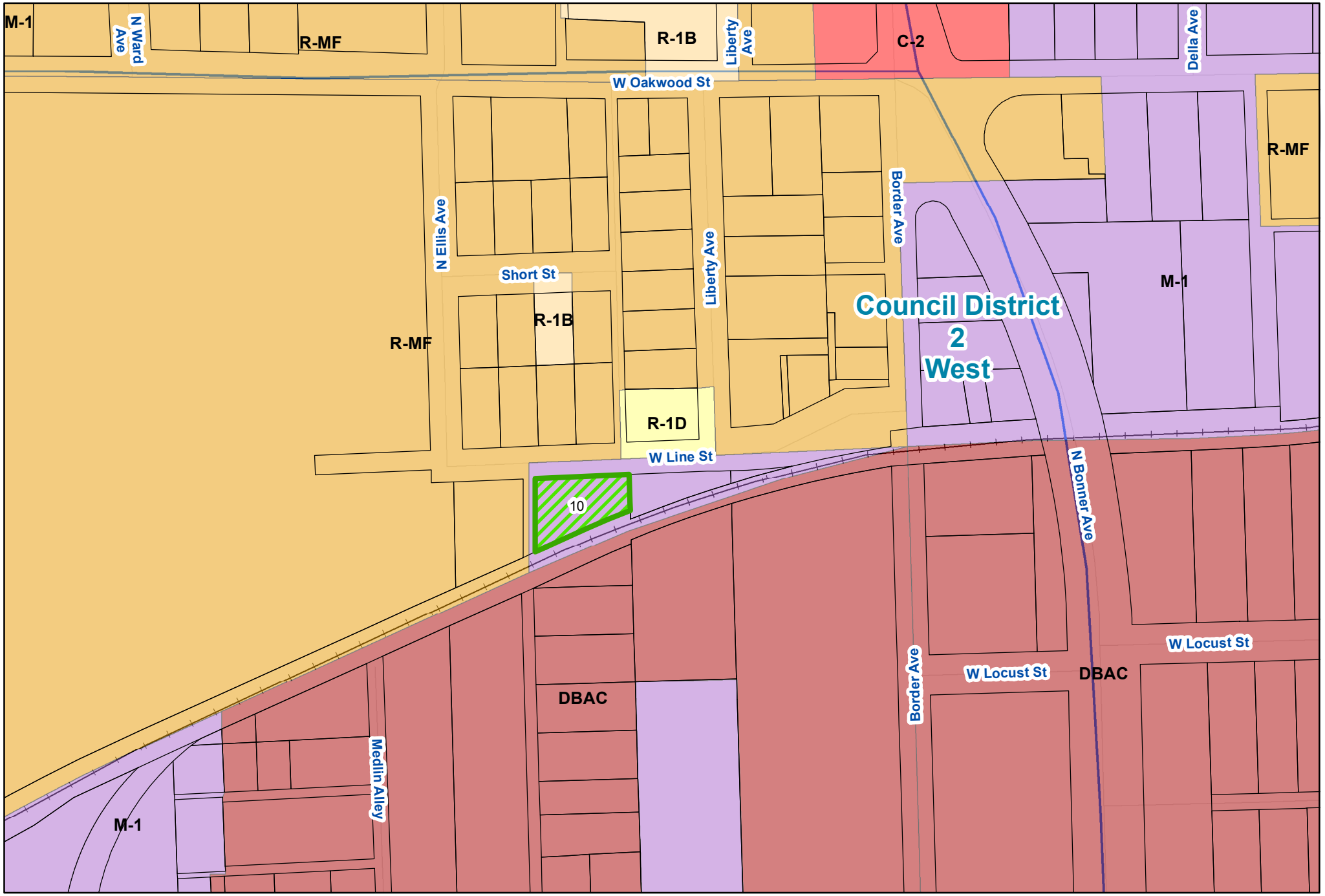
_____
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY



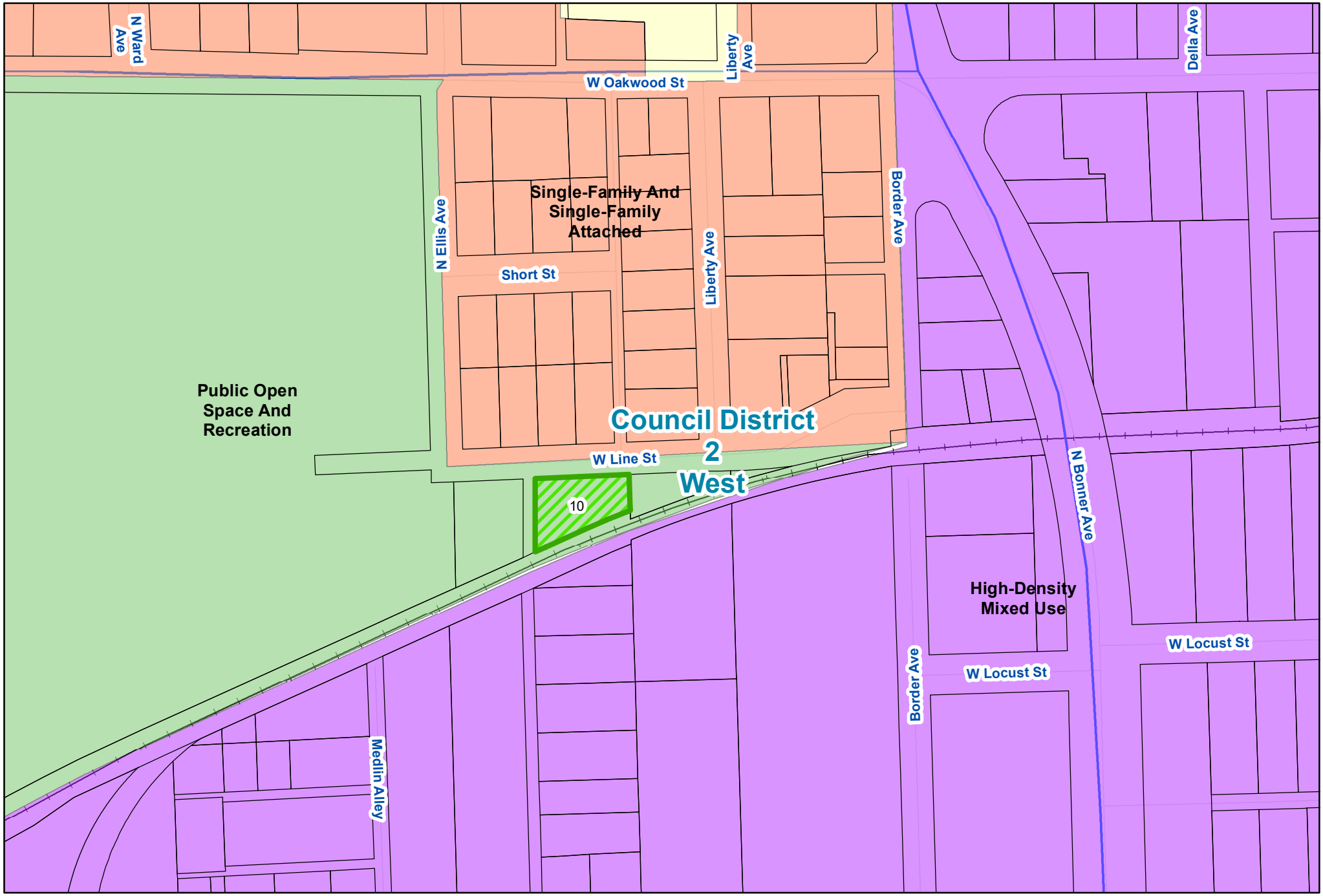
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150 0 150 Feet

ZONING CASE
Zoning Case #: Z24-011
Current Zoning: M-1 Proposed Zoning: R-1D
MARION WARE

Subject Property

N W E S



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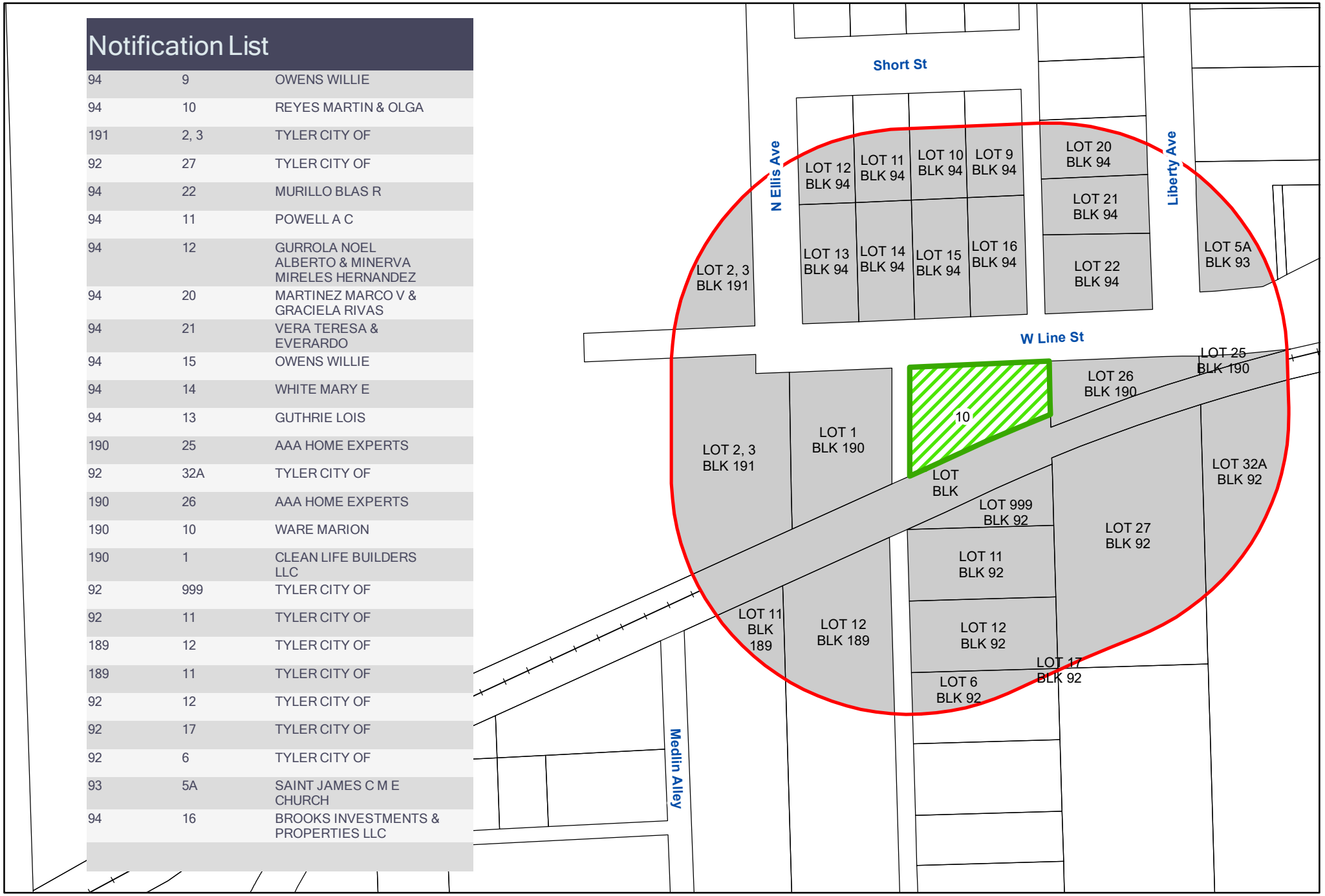
ZONING CASE
Zoning Case #: Z24-011
Current Zoning: M-1 Proposed Zoning: R-1D
MARION WARE

Subject Property

N W E S

Notification List

94	9	OWENS WILLIE
94	10	REYES MARTIN & OLGA
191	2, 3	TYLER CITY OF
92	27	TYLER CITY OF
94	22	MURILLO BLAS R
94	11	POWELL A C
94	12	GURROLA NOEL ALBERTO & MINERVA MIRELES HERNANDEZ
94	20	MARTINEZ MARCO V & GRACIELA RIVAS
94	21	VERA TERESA & EVERARDO
94	15	OWENS WILLIE
94	14	WHITE MARY E
94	13	GUTHRIE LOIS
190	25	AAA HOME EXPERTS
92	32A	TYLER CITY OF
190	26	AAA HOME EXPERTS
190	10	WARE MARION
190	1	CLEAN LIFE BUILDERS LLC
92	999	TYLER CITY OF
92	11	TYLER CITY OF
189	12	TYLER CITY OF
189	11	TYLER CITY OF
92	12	TYLER CITY OF
92	17	TYLER CITY OF
92	6	TYLER CITY OF
93	5A	SAINT JAMES C M E CHURCH
94	16	BROOKS INVESTMENTS & PROPERTIES LLC



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100 0 100 Feet

ZONING CASE
Zoning Case #: Z24-011
Current Zoning: M-1 Proposed Zoning: R-1D
MARION WARE

Subject Property
200' Mailed Notification Area

N W E S

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: Z-8

Date: May 22, 2024

Subject: C24-004 FRANCISCO HERNANDEZ (UNIMPROVED ALLEY)
Request that the City Council consider adoption of an Ordinance approving the closure of an unimproved alley adjacent to 1706 North Carlyle Avenue.

Page: Page 1 of

Item Reference: Texas Transportation Code Sec. 311.007; Tyler City Code Chapter 10; Article V., Division F.

The applicant is requesting the closure to replat the right-of-way into adjacent properties. The west side of the right-of-way is adjacent to 608 East Vance Street. The east side is adjacent to 514 East Vance Street and 1706 North Carlyle Street. The alley intersects with East Vance Street to the south and 1714 North Carlyle to the north.

The applicant is requesting the closure to replat the rights-of-way into their adjacent property. The right-of-way is currently not developed and does not appear to have ever been utilized as an alley.

On May 7, 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, May 10, 2024, of the 24 notices mailed, no notices were returned in favor or in opposition to the requested closure.

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

RECOMMENDATION:
The Planning and Zoning Commission by a 6-0 vote recommends approval of the thoroughfare closure subject to the right-of-way being replatted within six months.

ATTACHMENTS:
Ordinance
Location Map
Future Land Use Map

Notification Map

Drafted/Recommended By:
Department Leader

Kyle Kingma, AICP, 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 A PORTION OF AN UNIMPROVED ALLEY RIGHT-OF-WAY. THE WEST SIDE OF THE RIGHT-OF-WAY IS ADJACENT TO 608 EAST VANCE STREET. THE EAST SIDE IS ADJACENT TO 514 EAST VANCE STREET AND 1706 NORTH CARLYLE STREET. THE ALLEY INTERSECTS WITH EAST VANCE STREET TO THE SOUTH AND 1714 NORTH CARLYLE TO THE NORTH; 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 C24-004

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

> A portion of an unimproved alley right-of-way. The west side of the right-of-way is adjacent to 608 East Vance Street. The east side is adjacent to 514 East Vance Street and 1706 North Carlyle Street. The alley intersects with East Vance Street to the south and 1714 North Carlyle to the north. 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 22nd day of May A.D., 2024.

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

A T T E S T:

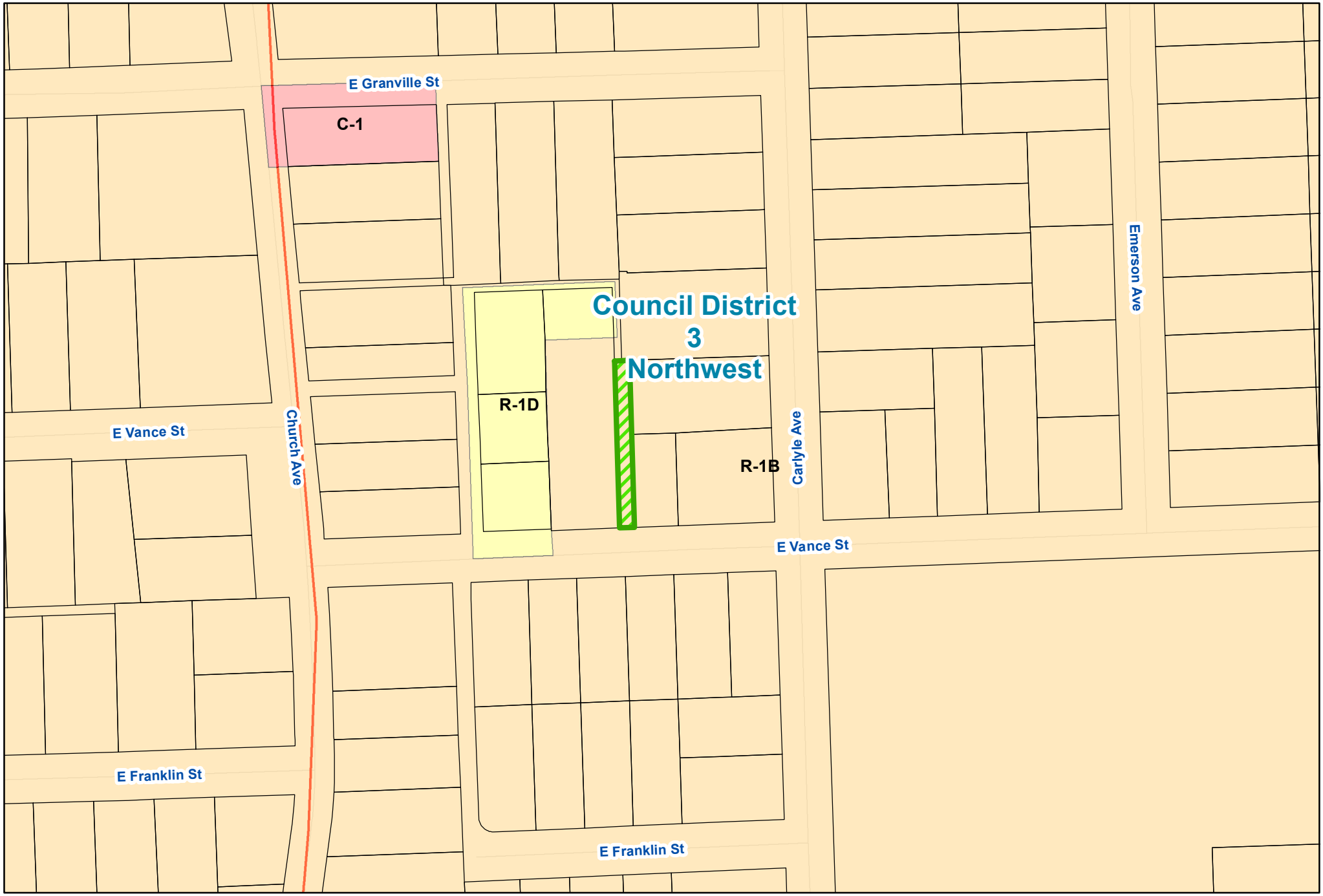
APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

ORDINANCE NO. O-2024-
EXHIBIT "A"
LOCATION MAP





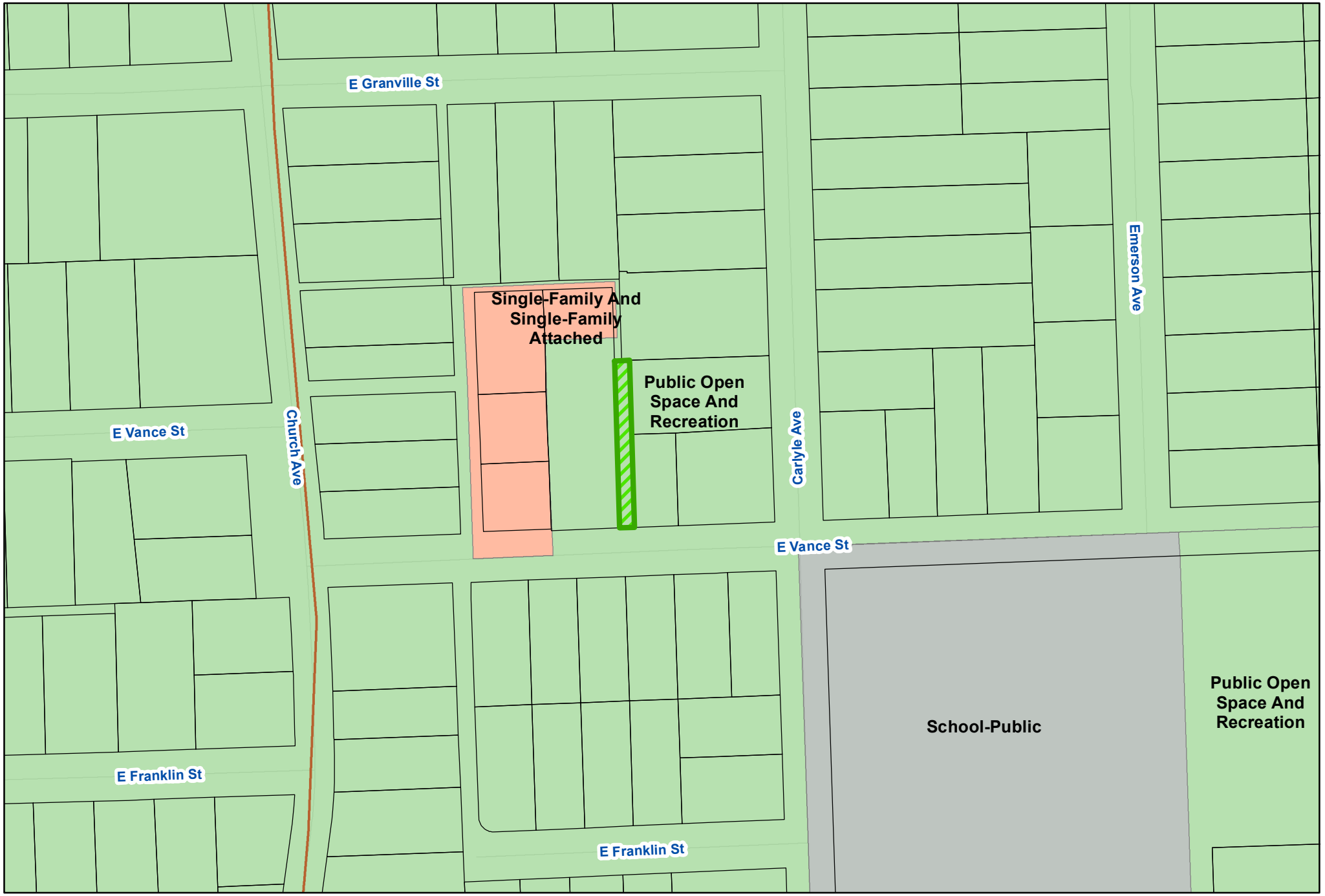
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

125 0 125 Feet

ZONING CASE
Zoning Case #: C24-004
Right-Of-Way Closure
FRANCISCO HERNANDEZ

Subject Property

N W E S



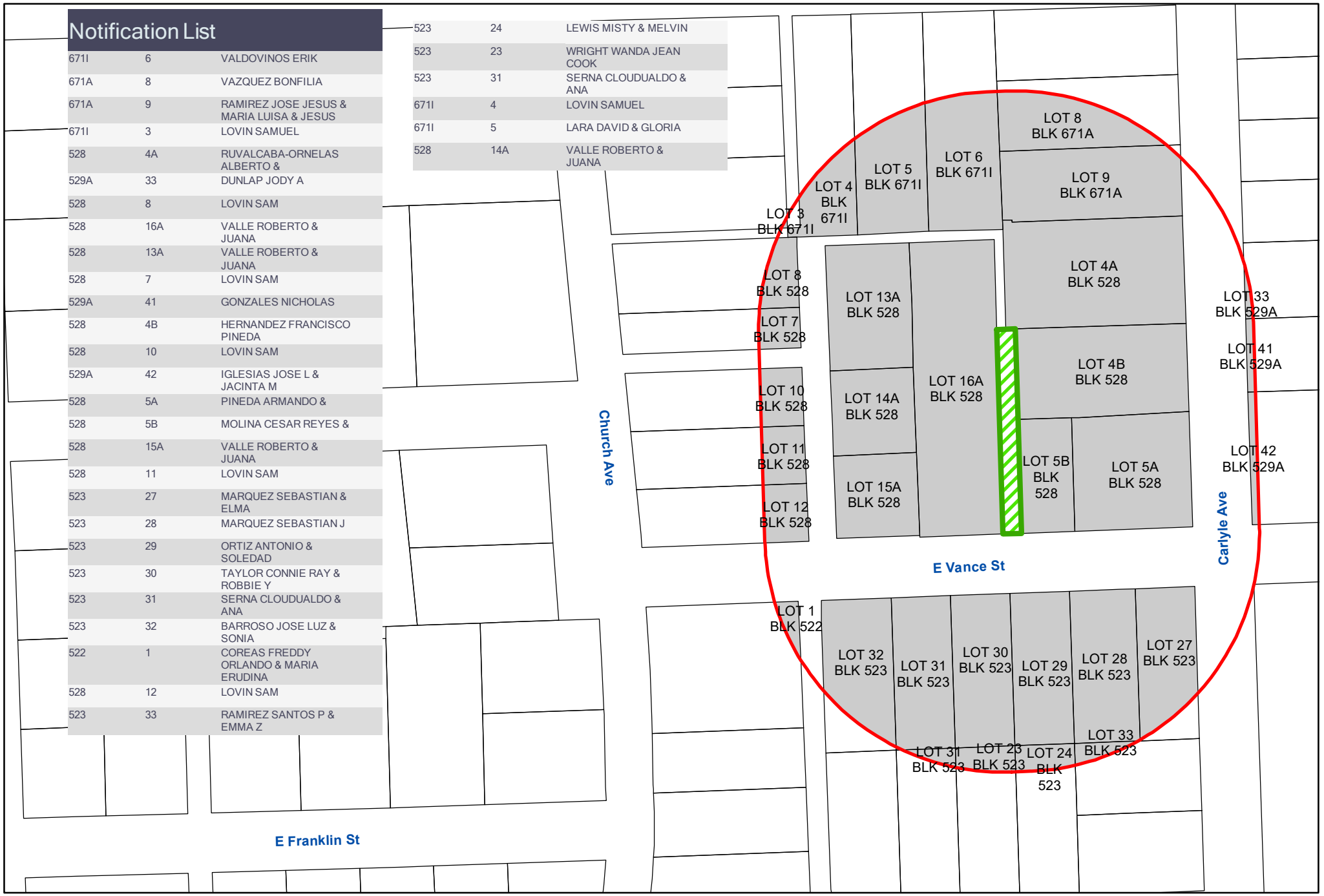
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125 0 125 Feet

ZONING CASE
Zoning Case #: C24-004
Right-Of-Way Closure
FRANCISCO HERNANDEZ

Subject Property

N W E S



Notification List

671I	6	VALDOVINOS ERIK
671A	8	VAZQUEZ BONFILIA
671A	9	RAMIREZ JOSE JESUS & MARIA LUISA & JESUS
671I	3	LOVIN SAMUEL
528	4A	RUVALCABA-ORNELAS ALBERTO &
529A	33	DUNLAP JODY A
528	8	LOVIN SAM
528	16A	VALLE ROBERTO & JUANA
528	13A	VALLE ROBERTO & JUANA
528	7	LOVIN SAM
529A	41	GONZALES NICHOLAS
528	4B	HERNANDEZ FRANCISCO PINEDA
528	10	LOVIN SAM
529A	42	IGLESIAS JOSE L & JACINTA M
528	5A	PINEDA ARMANDO &
528	5B	MOLINA CESAR REYES &
528	15A	VALLE ROBERTO & JUANA
528	11	LOVIN SAM
523	27	MARQUEZ SEBASTIAN & ELMA
523	28	MARQUEZ SEBASTIAN J
523	29	ORTIZ ANTONIO & SOLEDAD
523	30	TAYLOR CONNIE RAY & ROBBIE Y
523	31	SERNA CLOUDUALDO & ANA
523	32	BARROSO JOSE LUZ & SONIA
522	1	COREAS FREDDY ORLANDO & MARIA ERUDINA
528	12	LOVIN SAM
523	33	RAMIREZ SANTOS P & EMMA Z
523	24	LEWIS MISTY & MELVIN
523	23	WRIGHT WANDA JEAN COOK
523	31	SERNA CLOUDUALDO & ANA
671I	4	LOVIN SAMUEL
671I	5	LARA DAVID & GLORIA
528	14A	VALLE ROBERTO & JUANA

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100 0 100 Feet

ZONING CASE
Zoning Case #: C24-004
Right-Of-Way Closure
FRANCISCO HERNANDEZ

Subject Property
200' Mailed Notification Area

N W E S

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: Z-9

Date: May 22, 2024

Subject: C24-005 SMITH COUNTY (SPRING AVENUE AND ALLEYS)
Request that the City Council consider adoption of an Ordinance approving the closure of a portion of Spring Avenue and alley rights-of-way.

Page: Page 1 of

Item Reference: Texas Transportation Code Sec. 311.007; Tyler City Code Chapter 10; Article V., Division F.

The applicant is requesting the closure to replat the rights-of-way into adjacent properties. The closure is of a portion of Spring Avenue located between East Ferguson Street and East Erwin Street. Also, the closure of alley rights-of-way located adjacent to Lots 13, 14, 15, 16, 17, 18, 24, 25, 26, 27, 28A, 28B, 28C, 29 and 30 of Block 4 and Lots 3, 4, 4A, 8, 9, 10 and 11 of Block 5.

The applicant is requesting the closure to replat the rights-of-way into their adjacent property as a part of the plans for redeveloping downtown. The alley rights-of-way are currently not being used and the applicant owns the adjacent affected properties. The portion of Spring Avenue will be removed once that phase of development is reached and it will remain open until that time.

On May 7, 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, May 10, 2024, of the 11 notices mailed, one notice was returned in favor and one notice was returned in opposition to the requested closure. The opposition was against the impact this closure would have on traffic along East Ferguson Street until that street is turned into a two-way street.

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

RECOMMENDATION:
The Planning and Zoning Commission by a 6-0 vote recommends approval of the thoroughfare closures subject to the right-of-way being replatted within six months.

ATTACHMENTS:

Ordinance
Location Map
Future Land Use Map
Notification Map

Drafted/Recommended By:
Department Leader

Kyle Kingma, AICP, 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 A PORTION OF SPRING AVENUE AND ALLEY RIGHTS-OF-WAY. THE CLOSURE IS OF A PORTION OF SPRING AVENUE LOCATED BETWEEN EAST FERGUSON STREET AND EAST ERWIN STREET. ALSO, THE CLOSURE OF ALLEY RIGHTS-OF-WAY LOCATED ADJACENT TO LOTS 13, 14, 15, 16, 17, 18, 24, 25, 26, 27, 28A, 28B, 28C, 29 AND 30 OF BLOCK 4 AND LOTS 3, 4, 4A, 8, 9, 10 AND 11 OF BLOCK 5; 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 closures are hereby approved as follows:

I. APPLICATION C24-005

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

> A portion of Spring Avenue and alley rights-of-way. The closure is of a portion of Spring Avenue located between East Ferguson Street and East Erwin Street. Also, the closure of alley rights-of-way located adjacent to Lots 13, 14, 15, 16, 17, 18, 24, 25, 26, 27, 28A, 28B, 28C, 29 and 30 of Block 4 and Lots 3, 4, 4A, 8, 9, 10 and 11 of Block 5. The rights-of-way to be closed are 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 rights-of-way are 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 22nd day of May A.D., 2024.

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

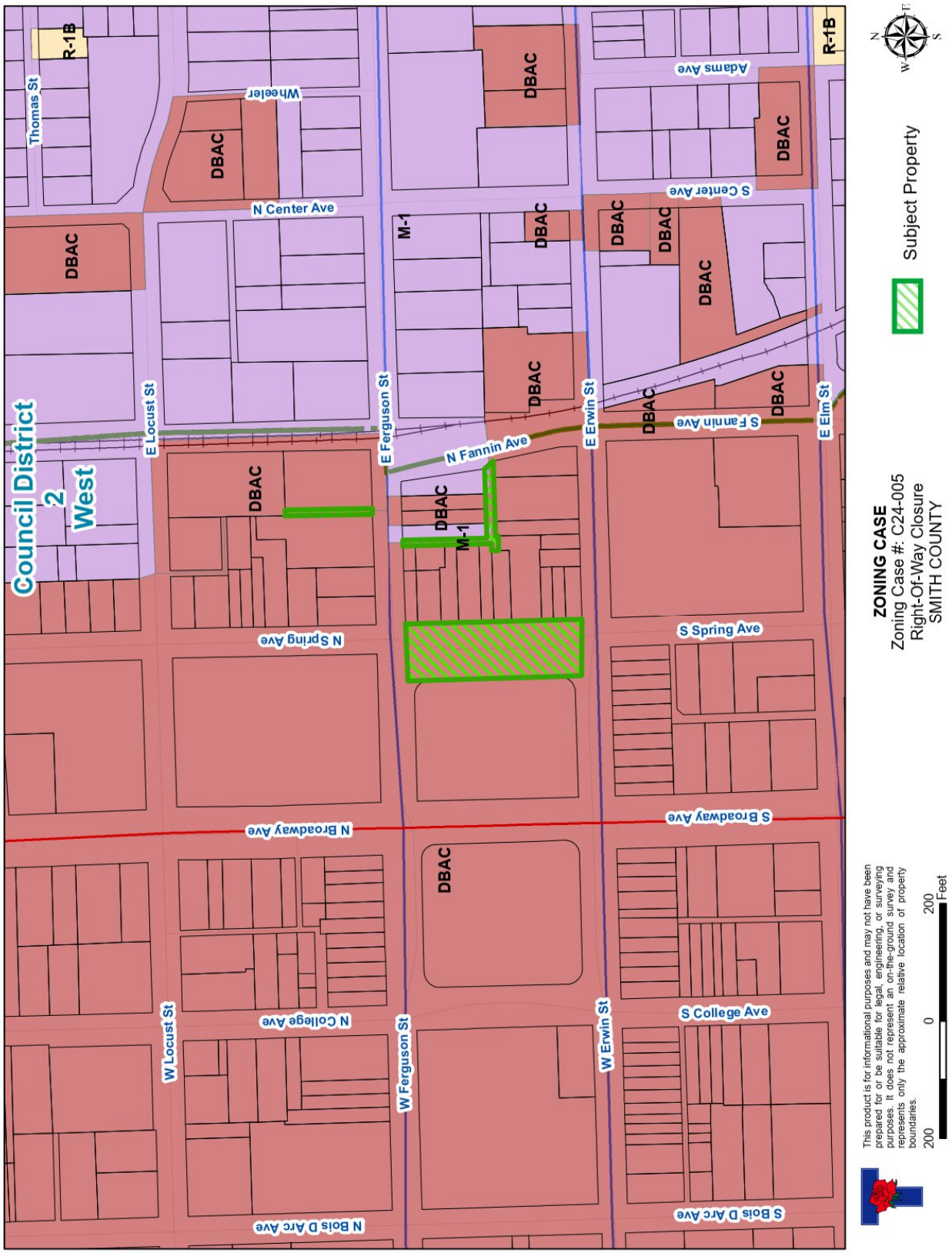
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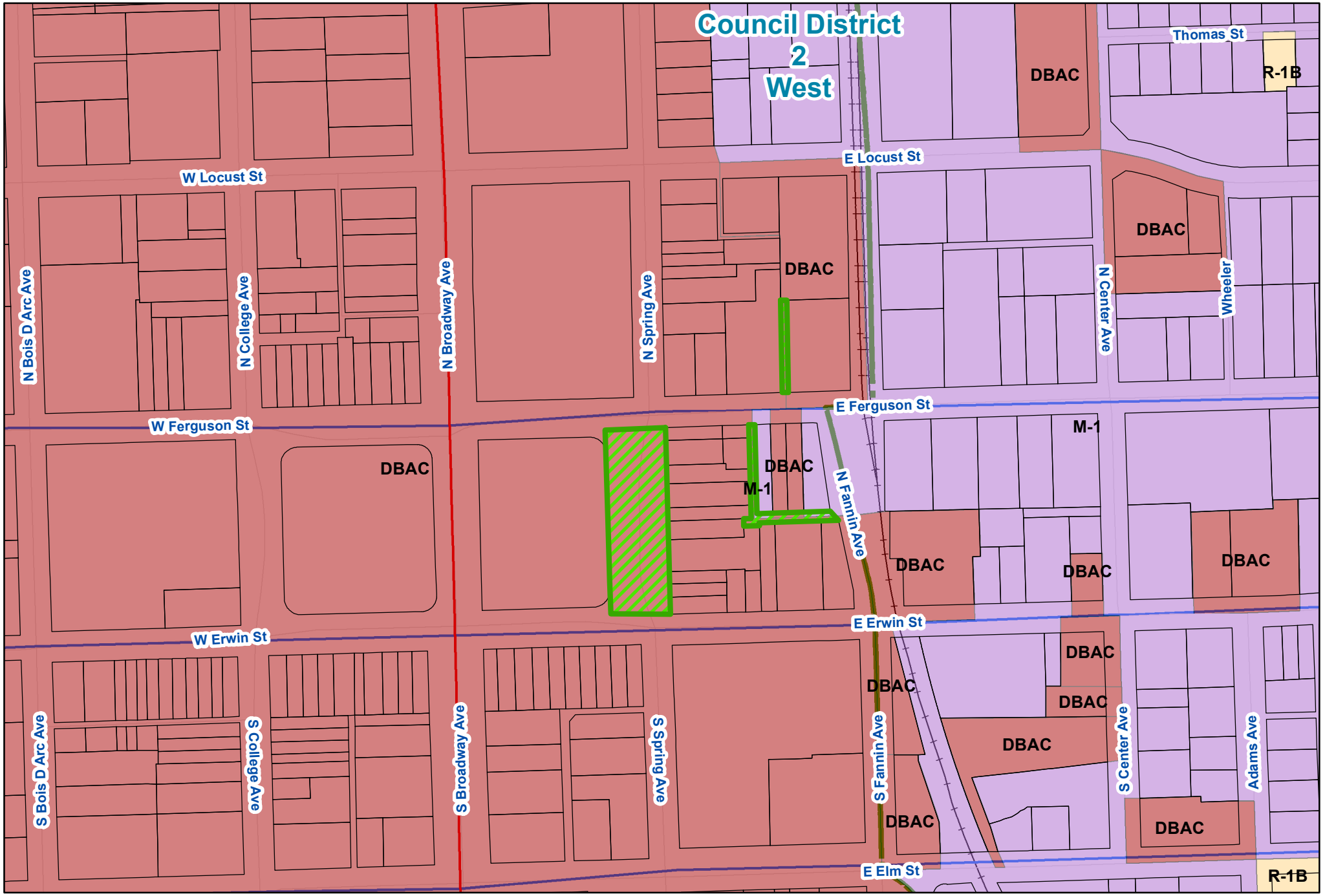
_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

ORDINANCE NO. O-2024-
EXHIBIT "A"
LOCATION MAP





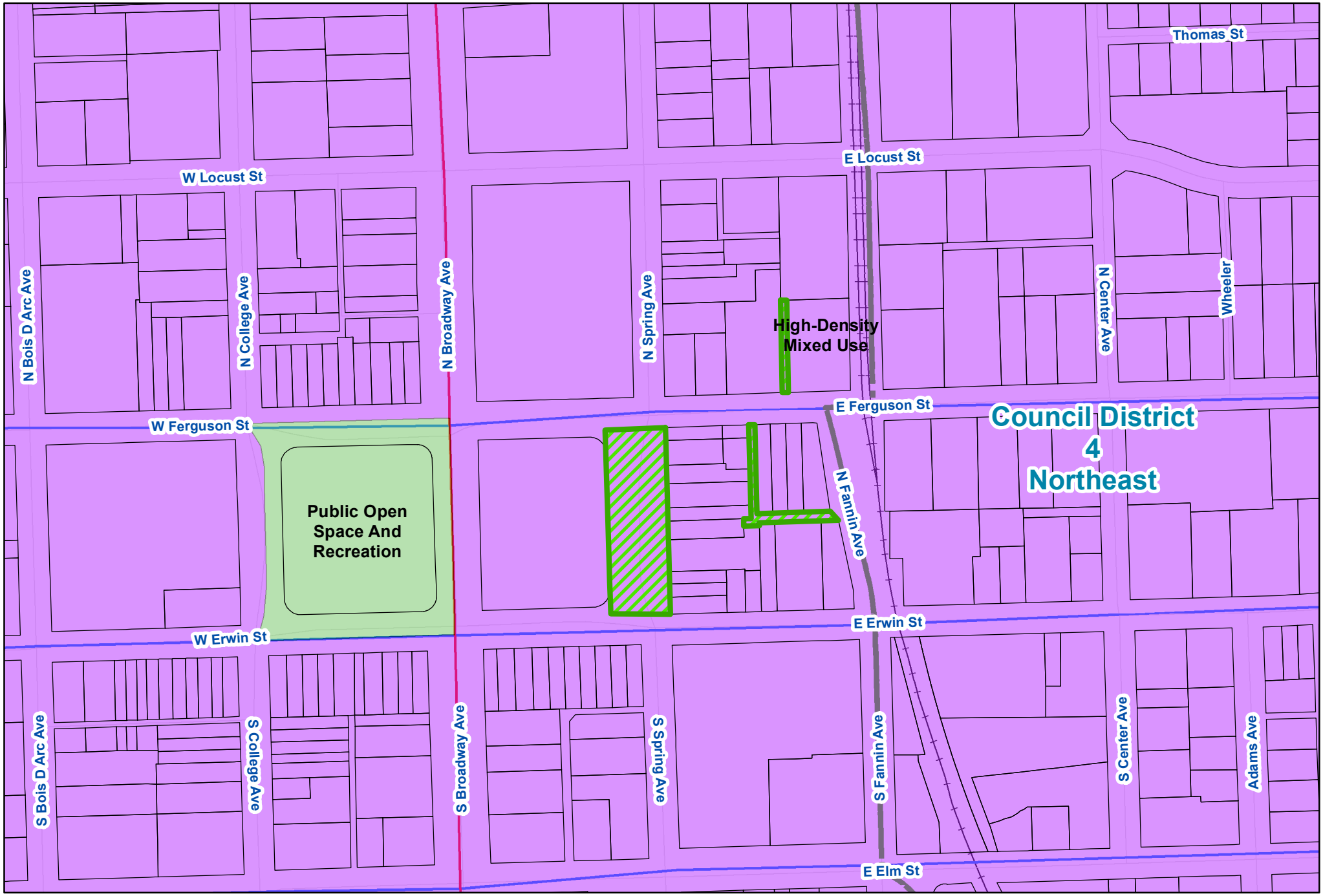
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200 0 200 Feet

ZONING CASE
Zoning Case #: C24-005
Right-Of-Way Closure
SMITH COUNTY

Subject Property

N W E S



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200 0 200 Feet

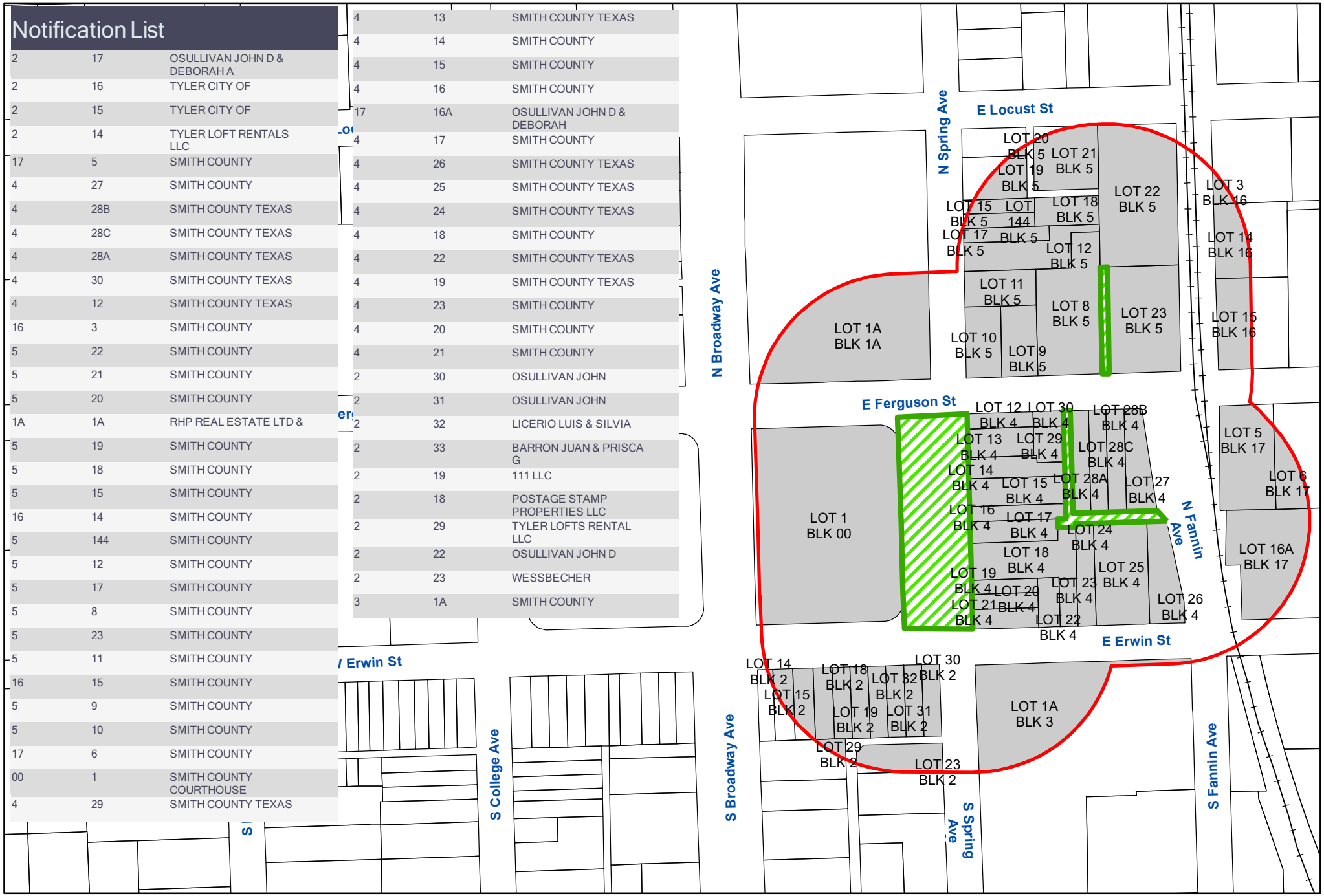
ZONING CASE
Zoning Case #: C24-005
Right-Of-Way Closure
SMITH COUNTY

Subject Property

N W E S

Notification List

2	17	OSULLIVAN JOHN D & DEBORAH A
2	16	TYLER CITY OF
2	15	TYLER CITY OF
2	14	TYLER LOFT RENTALS LLC
17	5	SMITH COUNTY
4	27	SMITH COUNTY
4	28B	SMITH COUNTY TEXAS
4	28C	SMITH COUNTY TEXAS
4	28A	SMITH COUNTY TEXAS
4	30	SMITH COUNTY TEXAS
4	12	SMITH COUNTY TEXAS
16	3	SMITH COUNTY
5	22	SMITH COUNTY
5	21	SMITH COUNTY
5	20	SMITH COUNTY
1A	1A	RHP REAL ESTATE LTD &
5	19	SMITH COUNTY
5	18	SMITH COUNTY
5	15	SMITH COUNTY
16	14	SMITH COUNTY
5	144	SMITH COUNTY
5	12	SMITH COUNTY
5	17	SMITH COUNTY
5	8	SMITH COUNTY
5	23	SMITH COUNTY
5	11	SMITH COUNTY
16	15	SMITH COUNTY
5	9	SMITH COUNTY
5	10	SMITH COUNTY
17	6	SMITH COUNTY
00	1	SMITH COUNTY COURTHOUSE
4	29	SMITH COUNTY TEXAS
4	13	SMITH COUNTY TEXAS
4	14	SMITH COUNTY
4	15	SMITH COUNTY
4	16	SMITH COUNTY
17	16A	OSULLIVAN JOHN D & DEBORAH
4	17	SMITH COUNTY
4	26	SMITH COUNTY TEXAS
4	25	SMITH COUNTY TEXAS
4	24	SMITH COUNTY TEXAS
4	18	SMITH COUNTY
4	22	SMITH COUNTY TEXAS
4	19	SMITH COUNTY TEXAS
4	23	SMITH COUNTY
4	20	SMITH COUNTY
4	21	SMITH COUNTY
2	30	OSULLIVAN JOHN
2	31	OSULLIVAN JOHN
2	32	LICERIO LUIS & SILVIA
2	33	BARRON JUAN & PRISCA G
2	19	111 LLC
2	18	POSTAGE STAMP PROPERTIES LLC
2	29	TYLER LOFTS RENTAL LLC
2	22	OSULLIVAN JOHN D
2	23	WESSBECHER
3	1A	SMITH COUNTY



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175 0 175 Feet

ZONING CASE
Zoning Case #: C24-005
Right-Of-Way Closure
SMITH COUNTY

Subject Property
200' Mailed Notification Area

N W E S

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: O-1

Date: May 22, 2024

Subject: Request that the City Council consider adoption of an Ordinance amending Ordinance O-2008-142 concerning Tax Increment Reinvestment Zone No. 3 by amending the composition of the Board of Directors and the Tyler Redevelopment Authority.

Page: Page 1 of

Item Reference: Ordinance No. 0-2008-142; Texas Property Tax Code Chapter 311

On November 12, 2008, the Tyler City Council established Tax Increment Reinvestment Zone Number 3 (TIRZ No. 3) for the North End area. Included in the project and financing plans for TIRZ No. 3 is an analysis of historic ad valorem and sales tax revenues, which indicates there is a reasonable certainty the zone will generate resources necessary to accomplish the proposed projects, causing development of property in and around the Zone to occur that would not occur otherwise in the foreseeable future. This overall development will result in increased tax revenues and other public benefits.

Ordinance No. O-2008-142 originally set forth a Board of Directors for the Zone consisting of nine (9) members, being positions One (1) through Seven (7), to be nominated and appointed by the Mayor, position Eight (8) being appointed by the County of Smith, Position Nine (9) being appointed by the Tyler Junior College District, with one of the said members being nominated and appointed as the Chairperson by the Mayor, and all said appointments approved by the City Council. The Board of Directors makes recommendations to the City Council concerning the administration of the Zone.

On October 11, 2023, the City of Tyler Council approved an Ordinance (O-2023-95) adopting the Reinvestment Zone Number Four, City of Tyler, Texas, Amended and Restated Final Project and Finance Plan (the "Amended Plan"), and for the extended term to 2060. The Amended Plan anticipates roadway projects in addition to other previously approved categories of infrastructure projects. The Plan also assumes 100 percent participation by our taxing entity partners.

Our recent TIRZ participation agreement with Smith County, which ensures 100 percent participation through 2038, necessitated changes to the board's composition. This included increasing Smith County's representation on the board by three members.

Despite multiple efforts to address questions about the TIRZ, the Tyler Junior College Board of Trustees voted to end their participation. As a result, we are removing their representation from the board of

directors.

The proposed amendment will reduce the number of board members appointed by the Mayor and confirmed by the City Council to four (4) members, provide four (4) board positions to be appointed by the Smith County Judge for the duration of Smith County's participation, and one (1) board position to be appointed by the TJC Board of Trustees for the duration of Tyler Junior College's participation.

RECOMMENDATION:

Request that the City Council consider adoption of an Ordinance amending Ordinance O-2008-142 concerning Tax Increment Reinvestment Zone No. 3 by amending the composition of the Board of Directors and the Tyler Redevelopment Authority.

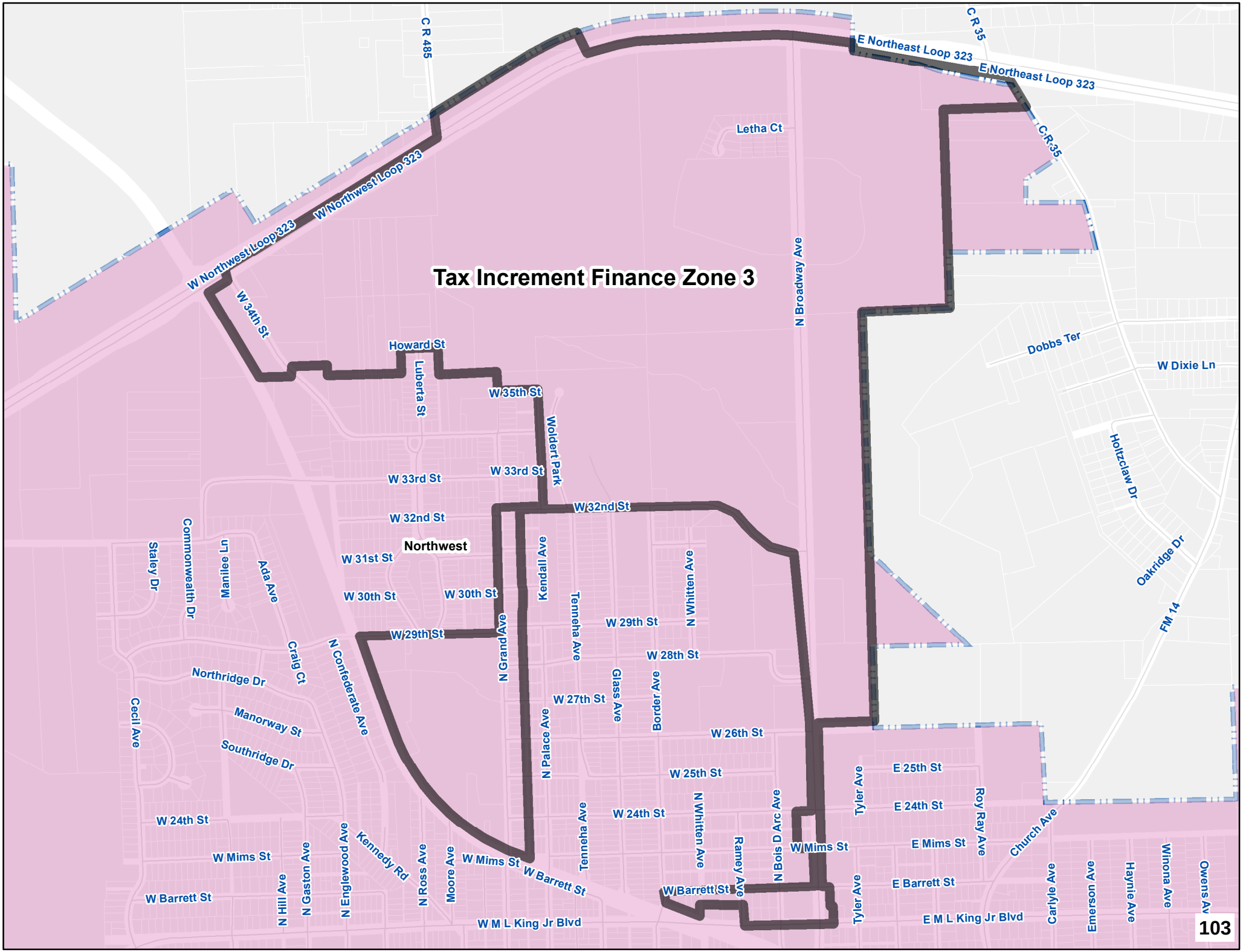
ATTACHMENTS:

TIRZ No. 3 Map
TIRZ No 3 Amending Ordinance

Drafted/Recommended By:
Department Leader

Heather Nick, AICP, Assistant City Manager

Edited/Submitted By:
City Manager


Tax Increment Finance Zone 3
C R 485
C R 35
E Northeast Loop 323
E Northeast Loop 323
Letha Ct
C R 35
W Northwest Loop 323
W Northwest Loop 323
W 34th St
N Broadway Ave
Howard St
Luberta St
W 35th St
Woldert Park
Dobbs Ter
W Dixie Ln
Holtzclaw Dr
W 33rd St
W 33rd St
W 32nd St
W 32nd St
Oakridge Dr
FM 14
Staley Dr
Commonwealth Dr
Manilee Ln
Ada Ave
Northwest
W 31st St
W 30th St
W 30th St
Kendall Ave
Tenneha Ave
W 29th St
N Whitten Ave
W 29th St
N Grand Ave
W 28th St
Craig Ct
N Confederate Ave
Northridge Dr
Glass Ave
Border Ave
Cecil Ave
Manorway St
W 27th St
N Palace Ave
W 26th St
Southridge Dr
W 25th St
E 25th St
Tyler Ave
E 24th St
Roy Ray Ave
W 24th St
W 24th St
N Whitten Ave
Tenneha Ave
N Bois D Arc Ave
W Mims St
E Mims St
Church Ave
W Mims St
Kennedy Rd
N Englewood Ave
N Gaston Ave
N Ross Ave
Moore Ave
W Mims St
W Barrett St
Ramey Ave
W Barrett St
E Barrett St
Tyler Ave
Carlyle Ave
Emerson Ave
Haynie Ave
Winona Ave
Owens Av
W Barrett St
N Hill Ave
W M L King Jr Blvd
E M L King Jr Blvd
103

ORDINANCE NO. O-2024-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AMENDING ORDINANCE NO. O-2008-142, CONCERNING TAX INCREMENT REINVESTMENT ZONE NUMBER THREE, CITY OF TYLER, ESTABLISHED PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, BY AMENDING THE COMPOSITION OF THE BOARD OF DIRECTORS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on November 12, 2008, the City Council of the City of Tyler, Texas (the "Council"), pursuant to Chapter 311 of the Texas Tax Code, adopted City Ordinance No. O-2008-142 designating certain real property located in the central portion of the City, encompassing approximately 538.78 acres as Tax Increment Reinvestment Zone Number Three, City of Tyler, Texas (the "Zone"); and

WHEREAS, the City of Tyler Ordinance No. O-2008-142 originally set forth a Board of Directors for the Zone composed of nine members, including seven positions appointed by the Mayor and confirmed by City Council, and two positions appointed by other participating taxing jurisdictions; and

WHEREAS, on 10/11/2023, the City of Tyler Ordinance No. (O-2023-95) adopted the Reinvestment Zone Number Three, City of Tyler, Texas, Amended and Restated Final Project and Finance Plan (the "Amended Plan"), and for the extended term to 2060; and

WHEREAS, the City Council of the City of Tyler, Texas, now desires to amend Reinvestment Zone Number Three, City of Tyler, Texas, Ordinance No. O-2008-142 by reducing the number of board members appointed by the Mayor and confirmed by the City Council to four (4) members, providing four (4) board positions to be appointed by the Smith County Judge for the duration of Smith County's participation, and eliminating the one (1) board position to be appointed by the TJC Board of Trustees for the duration of Tyler Junior College's participation as they have discontinued their TIRZ participation.

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

PART 1. That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

PART 2. That Section 3 of Ordinance No. O-2008-142 shall be amended to read as follows:

SECTION 3. Board of Directors

That there is hereby created a Board of Directors for the Zone, which shall consist of nine (9) members. Positions One through ~~Seven~~ Four on the Board of Directors shall be reserved for the City. Positions ~~Eight and Nine~~ Five through Eight shall be reserved for ~~other taxing units levying taxes within the Zone, each of whom may appoint one director.~~ Smith County for the duration of its participation within the Zone. Any taxing unit that appoints a director shall be assigned a Board position number in the order the City receives the appointment. Failure of a taxing unit to appoint a director by ~~January 30, 2009~~ August 1, 2024, shall be deemed a waiver of the right to appoint a director, and the City shall be entitled to appoint persons to the position, which shall be filled as provided below. If more than two taxing

units levying taxes within the Zone appoint a director, the number of directors on the Board of Directors shall be increased by one for each taxing unit above two that appoints a director to the board; provided, that the maximum number of directors shall not exceed fifteen(15).

The Mayor is hereby authorized to nominate and appoint, subject to City Council approval, the directors to Positions One through ~~Seven~~ Four of the Board of Directors, any position unfilled on ~~January 30, 2009~~ August 1, 2024, and any City position created by the appointment of a director by more than two taxing units levying taxes within the Zone, subject to the consent and approval of the City Council.

The directors appointed to odd-numbered positions shall be appointed for two year terms, beginning on the effective date of this Ordinance, while the directors appointed to even-numbered positions shall be appointed to a one year term, beginning on the effective date of this Ordinance. All subsequent appointments shall be for two-year terms. The member of the Board of Directors appointed to Position One is hereby designated to serve as the chair of the Board of Directors for a one-year term beginning on the effective date of this Ordinance. Thereafter the Mayor shall annually nominate and appoint, subject to City Council approval, a member to serve as chair for a term of one year beginning on the anniversary of the effective date of this Ordinance. The City Council authorizes the Board of Directors to elect from its members a vice-chairman and such other officers as the Board of Directors sees fit.

The Board of Directors shall make recommendations to the City Council concerning the administration of the Zone. The Board of Directors shall prepare or cause to be prepared and adopt a project plan and a reinvestment zone financing plan for the Zone as described in Section 311.011, Texas Tax Code, and shall submit such plans to the City Council for its approval. The City hereby delegates to the Board of Directors all powers necessary to prepare and implement the project plan and reinvestment zone financing plan, subject to approval by the City Council, including the power to employ any consultants or enter into any reimbursement agreements payable solely from the Tax Increment Fund established pursuant to Section ~~7~~ 6 of this Ordinance, that may be reasonably necessary or convenient to assist the Board of Directors in the preparation of the project plan and reinvestment zone financing plan and in the issuance of tax increment obligations.

PART 3. That all other existing provisions of Ordinance No. O-2008-142, will remain in full force and effect, save and except as amended by this ordinance.

PART 4. That if any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance, which shall remain in full force and effect.

PART 5. That this ordinance shall take effect immediately from and after its passage and approval by the City Council.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, this the 22nd day of May 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

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: O-2

Date: May 22, 2024

Subject: Request that the City Council consider adoption of an Ordinance amending Ordinance O-2016-90 concerning Tax Increment Reinvestment Zone No. 4 by amending the composition of the Board of Directors.

Page: Page 1 of

Item Reference: Ordinance No. O-2016-90; O-2017-51; Texas Property Tax Code Chapter 311; O-2016-90

On September 28, 2016, the Tyler City Council reestablished Tax Increment Reinvestment Zone Number 4 (TIRZ No. 4) for the downtown area.

Ordinance No. O-2016-90 originally set forth a Board of Directors for the Zone composed of nine members, including seven positions appointed by the Mayor and confirmed by the City Council and two positions appointed by other participating taxing jurisdictions. On July 12, 2017, ordinance No. O-2017-51 amended the board composition by reducing the number of board members appointed by the Mayor and confirmed by the City Council to four (4) members, providing three (3) board positions to be appointed by the Smith County Judge for the duration of Smith County's participation, and two (2) board positions to be appointed by the TJC Board of Trustees for the duration of Tyler Junior College's participation.

On October 11, 2023, the City of Tyler Council approved an Ordinance (O-2023-96) adopting the Reinvestment Zone Number Four, City of Tyler, Texas, Amended and Restated Final Project and Finance Plan (the "Amended Plan"), and for the extended term to 2060. The Amended Plan also anticipates future policing and maintenance needs within the zone. The Plan also assumes 100% participation by our taxing entity partners.

Our recent TIRZ participation agreement with Smith County, which ensures 100% participation through 2046, necessitated changes to the board's composition. This included increasing Smith County's representation on the board by one member.

Despite multiple efforts to address questions regarding the TIRZ, the Tyler Junior College Board of Trustees decided to terminate their participation in 2037. Consequently, we are not recommending any changes to their directorship.

The proposed amendment to the TIRZ creation ordinance brings the total Board composition to ten (10) and retains the number of board members appointed by the Mayor and confirmed by the City Council at four (4) members, provides four (4) board positions to be appointed by the Smith County Judge for the duration of Smith County's participation, and retains two (2) board positions to be appointed by the TJC Board of Trustees for the duration of Tyler Junior College's participation.

The Board of Directors shall make recommendations to the City Council concerning the administration of the Zone. The Board of Directors shall prepare or cause to be prepared and adopt a project plan and a reinvestment zone financing plan for the Zone as described in Section 311.011, Texas Tax Code, and shall submit such plans to the City Council for its approval. The City hereby delegates to the Board of Directors all powers necessary to prepare and implement the project plan and reinvestment zone financing plan, subject to approval by the City Council, including the power to employ any consultants or enter into any reimbursement agreements payable solely from the Tax Increment Fund established pursuant to Part 6 of Ordinance No. O-2016-90, which may be reasonably necessary or convenient to assist the Board of Directors in the preparation of the project plan and reinvestment zone financing plan and the issuance of tax increment obligations.

RECOMMENDATION:

Request that the City Council consider adoption of an Ordinance amending Ordinance O-2016-90 concerning Tax Increment Reinvestment Zone No. 4 by amending the composition of the Board of Directors.

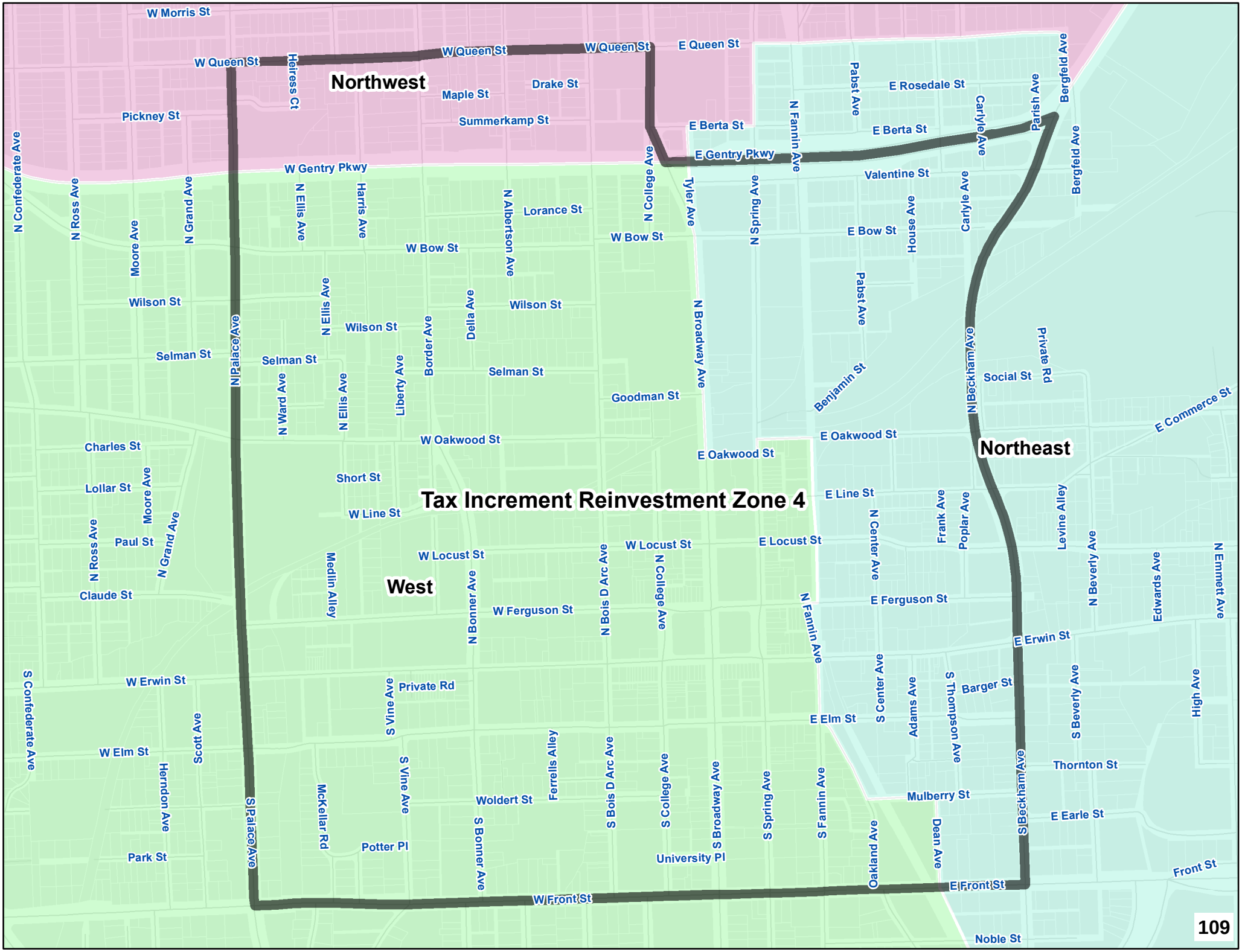
ATTACHMENTS:

TIRZ No. 4 Map
TIRZ No 4 Amending Ordinance

Drafted/Recommended By:
Department Leader

Heather Nick, AICP, Assistant City Manager

Edited/Submitted By:
City Manager


Tax Increment Reinvestment Zone 4
Northwest
Northeast
West
W Morris St
W Queen St
Heiress Ct
Pickney St
Maple St
Drake St
Summerkamp St
E Queen St
E Berta St
E Gentry Pkwy
E Rosedale St
Pabst Ave
N Fannin Ave
Carlyle Ave
Parish Ave
Bergfeld Ave
Valentine St
W Gentry Pkwy
N Confederate Ave
N Ross Ave
Moore Ave
N Grand Ave
N Ellis Ave
Harris Ave
N Albertson Ave
Lorance St
N College Ave
Tyler Ave
N Spring Ave
House Ave
W Bow St
E Bow St
Wilson St
Selman St
N Palace Ave
Della Ave
Border Ave
Liberty Ave
N Ward Ave
N Broadway Ave
Benjamin St
N Beckham Ave
Private Rd
Social St
Goodman St
E Commerce St
E Oakwood St
W Oakwood St
Charles St
Short St
Lollar St
W Line St
E Line St
Paul St
Claude St
N Center Ave
Frank Ave
Poplar Ave
Levine Alley
N Beverly Ave
Edwards Ave
N Emmett Ave
W Locust St
E Locust St
Medlin Alley
N Bonner Ave
N Bois D Arc Ave
N College Ave
E Ferguson St
W Ferguson St
N Fannin Ave
E Erwin St
W Erwin St
S Confederate Ave
Scott Ave
S Vine Ave
Private Rd
S Center Ave
Adams Ave
S Thompson Ave
Barger St
S Beverly Ave
High Ave
E Elm St
W Elm St
Herndon Ave
McKellar Rd
Ferrells Alley
S Bois D Arc Ave
S College Ave
S Broadway Ave
S Spring Ave
S Fannin Ave
Thornton St
Mulberry St
E Earle St
S Beckham Ave
Dean Ave
Oakland Ave
Woldert St
S Bonner Ave
Potter Pl
University Pl
Park St
S Palace Ave
W Front St
E Front St
Front St
Noble St
109

ORDINANCE NO. O-2024-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AMENDING ORDINANCE NO. O-2016-90, CONCERNING TAX INCREMENT REINVESTMENT ZONE NUMBER FOUR, CITY OF TYLER, ESTABLISHED PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, BY AMENDING THE COMPOSITION OF THE BOARD OF DIRECTORS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on September 28, 2016, the City Council of the City of Tyler, Texas, pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. O-2016-90, designating a contiguous geographic area within the City as a Reinvestment Zone Number Four, City of Tyler, Texas (the "Zone"); and

WHEREAS, the City of Tyler Ordinance No. O-2016-90 originally set forth a Board of Directors for the Zone composed of nine members, including seven positions appointed by the Mayor and confirmed by City Council, and two positions appointed by other participating taxing jurisdictions; and

WHEREAS, on July 12, 2017, the City Council adopted Ordinance No. O-2017-51, which amended the Board of Directors composition by reducing the number of board members appointed by the Mayor and confirmed by the City Council to four (4) members, provided three (3) board positions to be appointed by the Smith County Judge for the duration of Smith County's participation, and two (2) board positions to be appointed by the TJC Board of Trustees for the duration of Tyler Junior College's participation; and

WHEREAS, on 10/11/2023, the City of Tyler Ordinance No. (O-2023-96) adopted the Reinvestment Zone Number Four, City of Tyler, Texas, Amended and Restated Final Project and Finance Plan (the "Amended Plan"), and for the extended term to 2060;

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

PART 1. That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

PART 2. That Part 3 of Ordinance No. O-2016-90, as amended by Ordinance No. O-2017-51, shall be amended to read as follows:

PART 3. Board of Directors

That there is hereby created a Board of Directors for the Zone, which shall consist of ~~nine (9)~~ ten (10) members. Positions One through Four on the Board of Directors shall be reserved for the City. Positions Five, Six, ~~and~~ Seven and Eight shall be reserved for Smith County for the duration of ~~their~~ its participation within the Zone. Positions ~~Eight and~~ Nine and Ten shall be reserved for Tyler Junior College for the duration of ~~their~~ its participation within the Zone. Failure of a taxing unit to appoint a director by ~~August 1, 2017~~ August 1, 2024, shall be deemed a waiver of the right to appoint a director, and the City shall be entitled to appoint persons to the position, which shall be filled as provided below. If a~~A~~dditional taxing units levying taxes within the Zone participate, they may appoint a director and the number of directors on the Board of Directors shall be increased by one for each additional taxing unit

that appoints a director to the board; provided, that the maximum number of directors shall not exceed fifteen (15).

The Mayor is hereby authorized to nominate and appoint, subject to City Council approval, the directors to Positions One through Four of the Board of Directors, any position unfilled on ~~August 1, 2017~~ August 1, 2024, and any City position created by the appointment of a director by more than two taxing units levying taxes within the Zone, subject to the consent and approval of the City Council.

The directors appointed to odd-numbered positions shall be appointed for two year terms, beginning on the effective date of this Ordinance, while the directors appointed to even- numbered positions shall be appointed to a one year term, beginning on the effective date of this Ordinance. All subsequent appointments shall be for two-year terms. The member of the Board of Directors appointed to Position One is hereby designated to serve as the chair of the Board of Directors for a one-year term beginning on the effective date of this Ordinance. Thereafter the Mayor shall annually nominate and appoint, subject to City Council approval, a member to serve as chair for a term of one year beginning on the anniversary of the effective date of this Ordinance. The City Council authorizes the Board of Directors to elect from its members a vice-chairman and such other officers as the Board of Directors sees fit.

The Board of Directors shall make recommendations to the City Council concerning the administration of the Zone. The Board of Directors shall prepare or cause to be prepared and adopt a project plan and a reinvestment zone financing plan for the Zone as described in Section 311.011, Texas Tax Code, and shall submit such plans to the City Council for its approval. The City hereby delegates to the Board of Directors all powers necessary to prepare and implement the project plan and reinvestment zone financing plan, subject to approval by the City Council, including the power to employ any consultants or enter into any reimbursement agreements payable solely from the Tax Increment Fund established pursuant to Part 6 of this Ordinance, that may be reasonably necessary or convenient to assist the Board of Directors in the preparation of the project plan and reinvestment zone financing plan and in the issuance of tax increment obligations.

PART 3. That all other existing provisions of Ordinance No. O-2016-90, as amended by Ordinance No. O-2017-51, will remain in full force and effect, save and except as amended by this ordinance.

PART 4. That if any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance, which shall remain in full force and effect.

PART 5. That this ordinance shall take effect immediately from and after its passage and approval by the City Council.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, this the 22nd day of May 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

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: O-3

Date: May 22, 2024

Subject: Request that the City Council consider adoption of an Ordinance approving appointments to the Boards of Directors of the Tax Increment Reinvestment Zone No. 3 (TIRZ No. 3) and Tyler Redevelopment Authority.

Page: Page 1 of

Item Reference: Ordinance No. 0-2008-142; Resolution R-2008-8; Texas Property Tax Code Chapter 311; Texas Transportation Code Chapter 431; Texas Local Government Code Chapter 394; Ordinance No. O-2017-50; July 12, 2017; Ordinance No. O-2021-11; January 27, 2021

The City of Tyler Tax Increment Reinvestment Zone Number Three (TIRZ No. 3) Board of Directors serves to approve financing public improvement projects and development projects as defined in the TIRZ boundary. The TIRZ No. 3 boundary consists of 538.78 acres of land located in the Northwest Sector of the City along Loop 323. The majority of the property within TIRZ No. 3 is currently vacant with a couple of parks and a minimal amount residential property in the southern portion of the TIRZ. Growth within TIRZ No. 3 includes the development of Lake View Apartment Homes which is a 140-unit gated senior living community, the Pinnacle at North Chase which is a 120-unit master planned community, and Forest Meadows North featuring detached homes and townhomes. The purpose of TIRZ No. 3 is to help pay for infrastructure costs associated with the development of the North Chase Mixed-Use project. Specific project costs include landscaping & greenspace, roadways, sidewalks, underground utilities, curbs, drainage, detention ponds and lighting.

In accordance with the creation ordinance O-2008-142, the Chairpersons shall be appointed annually by the Mayor, and the City Council shall annually approve the appointments of the Chairs and the Directors to the Boards of Tax Increment Reinvestment Zone No. 3. Additionally, appointment of Directors to serve on the Tyler Redevelopment Authority, which is the Local Government Corporation created to manage and implement TIRZ No. 3 on behalf of the City, is also required.

Despite multiple efforts to address questions about the TIRZ, the Tyler Junior College Board of Trustees voted to end their participation. As a result, we are removing their representation from the board of directors and not requesting any appointments.

All participating taxing entity Board of Director positions are to be appointed or reappointed. Positions one through four (1-4) on the Board of Directors are reserved for the City and positions five through eight

(5-8) are reserved for Smith County and are eligible for appointment/reappointment. The chairperson must be reappointed as well.

RECOMMENDATION:

It is recommended that the City Council consider adoption of an Ordinance approving appointments to the Boards of Directors of the Tax Increment Reinvestment Zone No. 3 (TIRZ 3) and the Tyler Redevelopment Authority.

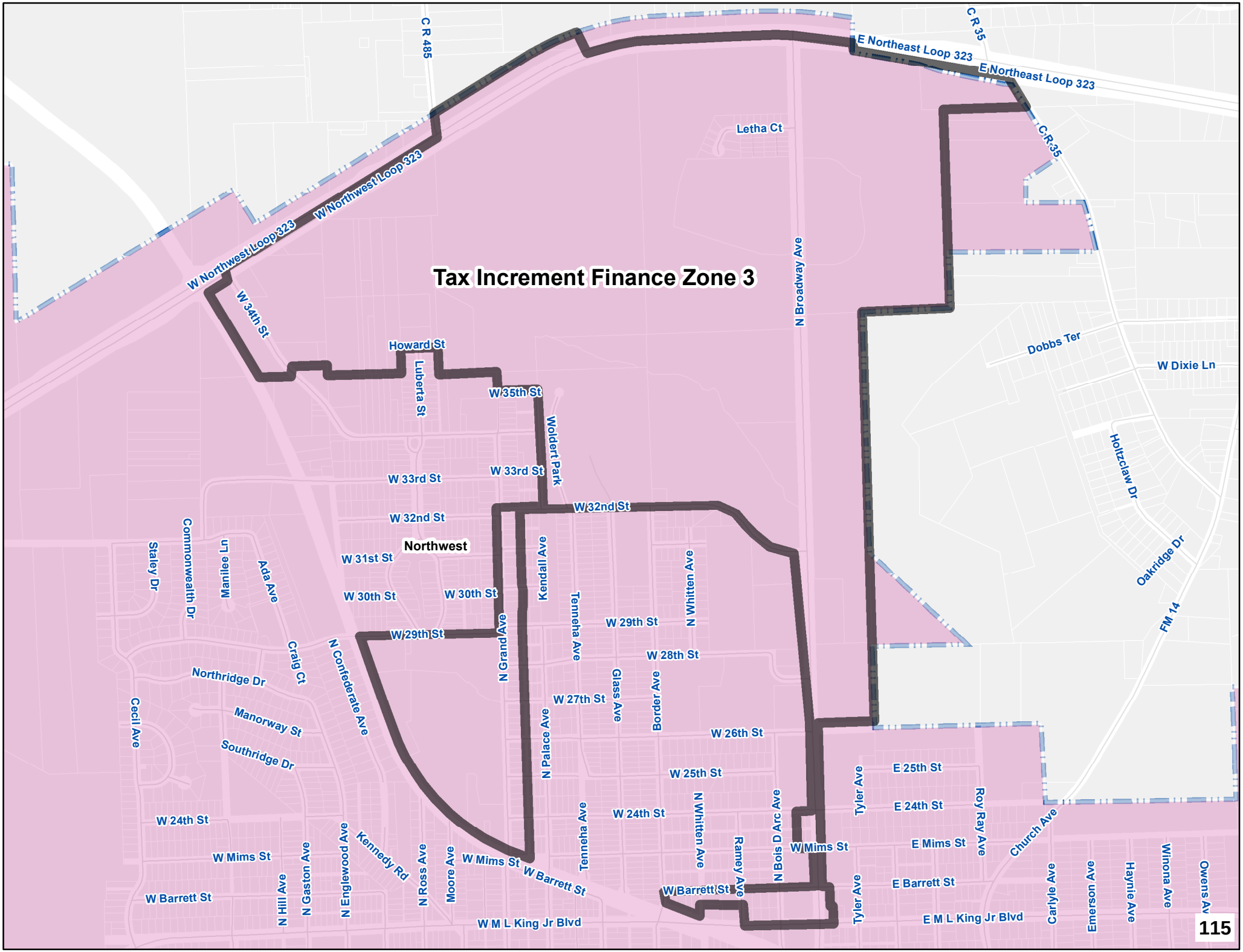
ATTACHMENTS:

TIRZ No. 3 Map
TIRZ No. 3 Board Appointments

Drafted/Recommended By:
Department Leader

Heather Nick, AICP, MPA, Assistant City Manager

Edited/Submitted By:
City Manager


Tax Increment Finance Zone 3
Northwest
C R 485
C R 35
E Northeast Loop 323
E Northeast Loop 323
W Northwest Loop 323
W Northwest Loop 323
Letha Ct
C R 35
N Broadway Ave
W 34th St
Howard St
Luberta St
W 35th St
Woldert Park
Dobbs Ter
W Dixie Ln
Holtzclaw Dr
W 33rd St
W 33rd St
W 32nd St
W 32nd St
Oakridge Dr
FM 14
Staley Dr
Commonwealth Dr
Manilee Ln
Ada Ave
W 31st St
W 30th St
W 30th St
Kendall Ave
Tenneha Ave
W 29th St
N Whitten Ave
W 29th St
W 28th St
N Grand Ave
Glass Ave
Border Ave
Craig Ct
N Confederate Ave
Northridge Dr
W 27th St
Cecil Ave
Manorway St
N Palace Ave
W 26th St
Southridge Dr
W 25th St
E 25th St
Tyler Ave
E 24th St
Roy Ray Ave
W 24th St
W 24th St
N Whitten Ave
N Bois D Arc Ave
Church Ave
W Mims St
E Mims St
W Mims St
W Barrett St
Tenneha Ave
Ramey Ave
W Barrett St
E Barrett St
Tyler Ave
Carlyle Ave
Emerson Ave
Haynie Ave
Winona Ave
Owens Av
W Barrett St
N Hill Ave
N Gaston Ave
N Englewood Ave
Kennedy Rd
N Ross Ave
Moore Ave
W M L King Jr Blvd
E M L King Jr Blvd
115

ORDINANCE NO. O-2024-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, APPROVING THE APPOINTMENT OF POSITION 1/CHAIRPERSON AND DIRECTORS FOR POSITION NUMBERS TWO, THREE, FOUR, SIX, SEVEN AND EIGHT TO THE BOARD OF DIRECTORS FOR REINVESTMENT ZONE NO. 3; SETTING FORTH OTHER PROVISIONS RELATED THERETO; MAKING FINDINGS RELATED THERETO; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council has adopted Ordinance No. 0-2008-142 designating a 538.78 acre parcel of land within the City of Tyler, Texas as Reinvestment Zone Number Three ("Zone No. 3") under the provisions of Chapter 311 of the Texas Property Tax Code; and

WHEREAS, on 11/12/08, the City Council adopted Ordinance No. 0-2008-142 which established a Board of Directors for Zone No. 3 consisting of nine (9) members, being positions One (1) through Seven (7), to be nominated and appointed by the Mayor, position Eight (8) being appointed by the County of Smith, and Position Nine (9) being appointed by the Tyler Junior College District, with one of the said members being nominated and appointed as the Chairperson by the Mayor, and all said appointments approved by the City Council; and

WHEREAS, on 4/23/08, the City Council adopted Resolution No. R-2008-8 which created the Local Government Corporation (the Tyler Redevelopment Authority), pursuant to Chapter 431 of the Texas Transportation Code and Chapter 394 of the Texas Local Government Code, to manage and implement TIRZ No. 3; and

WHEREAS, on 2/24/16, the City Council adopted Ordinance No. O-2016-19, making certain appointments to the Board of Directors for Reinvestment No. 3 and to the Tyler Redevelopment Authority; and

WHEREAS, on 7/12/17, the City Council adopted Ordinance No. O-2017-50, making certain appointments to the Board of Directors for Reinvestment Zone No. 3 and to the Tyler Redevelopment Authority; and

WHEREAS, on 1/27/2021, the City Council adopted Ordinance No. O-2021-11, making certain appointments to the Board of Directors for Reinvestment Zone No. 3 and to the Tyler Redevelopment Authority; and

WHEREAS, on 8/24/2022, the City Council adopted Ordinance No. O-2022-81, making certain appointments to the Board of Directors for Reinvestment Zone No. 3 and to the Tyler Redevelopment Authority; and

WHEREAS, on 5/10/2023, the City Council adopted Ordinance No. O-2023-36, making certain appointments to the Board of Directors for Reinvestment Zone No. 3 and to the Tyler Redevelopment Authority; and

WHEREAS, on 10/11/2023, the City of Tyler Ordinance No. O-2023-95 adopted the Reinvestment Zone Number Three, City of Tyler, Texas, Amended and Restated Final Project and Finance Plan (the "Amended Plan"), and for the extended term to 2060.

WHEREAS, on 5/22/2024, the City of Tyler Ordinance No. O-2024-__ amended the Board of Directors composition, which reduced the number of board members appointed by the Mayor and confirmed by the City Council to four (4) members, provided four (4) board positions to be appointed by the Smith County Judge for the duration of Smith County's participation, and one (1) board position to be appointed by the TJC Board of Trustees for the duration of Tyler Junior College's participation; and

WHEREAS, the City Council hereby approves the nomination and appointment of the duly qualified persons listed below to Chairperson (1) and to Positions 2, 3, and 4 on the Board of Directors for Zone No. 3 for the terms as described; and

WHEREAS, the City Council hereby approves the nomination and appointment by Smith County of the duly qualified persons listed below to Position 5, 6, 7, and 8 on the Board of Directors for Zone No. 3 for the terms as described below;

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

PART 1: Findings

(a) That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are adopted as part of this Ordinance for all purposes.

(b) It is hereby found and declared that all of the nominees listed in Part 2 are at least 18 years of age and either (ii) are residents of the county in which the Zone is located or a county adjacent to that county or (iii) own real property in the Zone.

PART 2: Consent To and Approval of Appointment to the Board of Directors of Reinvestment Zone Number Three

That the City Council does hereby consent to and approve of the appointment to the Board of Directors of Reinvestment Zone Number Three, City of Tyler, Texas, of the duly qualified persons to Chairperson and all Director Positions, and to the re-numbering of the Director Positions, as described below:

Name and Address	**Position**	**Term Expires**
Mayor Donald P. Warren	One/Chairperson	05-22-2025
Councilmember Shirley McKellar	Two/Vice Chair	05-22-2026
Broderick McGee	Three	05-22-2025
Councilmember James Wynne	Four	05-22-2026
Commissioner, Pct 4, Ralph Caraway, Sr.	Five (County)	05-22-2026
Carrie Perkins	Six (County)	05-22-2025
Judge Neal Franklin	Seven (County)	05-22-2026
Joe Turner	Eight (County)	05-22-2025

PART 3: Open Meetings

It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by the Open Meetings Law, Texas Government Code, Ch. 551, as amended, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

PART 4: 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 5: This Ordinance shall be effective on the date of passage and approval by the City Council.

PASSED AND APPROVED on this the 22nd day of May, 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

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: O-4

Date: May 22, 2024

Subject: Request that the City Council consider adoption of an Ordinance approving appointments to the Board of Directors of the Tax Increment Reinvestment Zone No. 4 (TIRZ No. 4).

Page: Page 1 of

Item Reference: Texas Property Tax Code Chapter 311; O-2016-90; September 28, 2016; 0-2017-51; July 12, 2017; O-2021-12; January 27, 2021; O-2022-88; August 24, 2022

The City of Tyler Tax Increment Reinvestment Zone (TIRZ No. 4) Board of Directors serves to approve financing public improvement projects and development projects as defined in the TIRZ boundary. TIRZ No. 4 is located within 382 acres of land located in Downtown Tyler and in the general area bounded by Beckham on the east, Gentry on the north, Palace on the west, and Front Street on the south. The goal of this TIRZ is to continue funding the construction of needed public infrastructure, policing, and downtown maintenance to encourage private development that will yield additional tax revenue to all local taxing jurisdictions. TIRZ No. 4 will promote the creation of contained mixed-use development consisting of major retail, restaurants, residential neighborhood, and office.

The creation ordinance approved on September 28, 2016 (O-2016-90) stipulated that the Board of Directors will be composed of nine members, including seven appointed by the Mayor and confirmed by City Council and three positions appointed by the other taxing jurisdictions if they participate.

On October 11, 2023, the City of Tyler Council approved an Ordinance (O-2023-96) adopting the Reinvestment Zone Number Four, City of Tyler, Texas, Amended and Restated Final Project and Finance Plan (the "Amended Plan"), and for the extended term to 2060. The Amended Plan also anticipates future policing and maintenance needs within the zone. The Plan also assumes 100% participation by our taxing entity partners.

Our recent TIRZ participation agreement with Smith County which allows for 100% participation through 2046, required the amendment of the board composition which resulted in increasing Smith County's board representation by one member. Despite multiple efforts to address questions regarding the TIRZ, the Tyler Junior College Board of Trustees decided to terminate their participation in 2037. We haven't received any new appointment or reappointment requests from TJC at this time.

The proposed amendment to the TIRZ creation ordinance brings the total Board composition to ten (10) and retains the number of board members appointed by the Mayor and confirmed by the City Council at four (4) members, provides four (4) board positions to be appointed by the Smith County Judge for the duration of Smith County's participation, and retains two (2) board positions to be appointed by the TJC Board of Trustees for the duration of Tyler Junior College's participation.

The Board of Directors shall make recommendations to the City Council concerning the administration of the Zone. The Board of Directors shall prepare or cause to be prepared and adopt a project plan and a reinvestment zone financing plan for the Zone as described in Section 311.011, Texas Tax Code, and shall submit such plans to the City Council for its approval. The City hereby delegates to the Board of Directors all powers necessary to prepare and implement the project plan and reinvestment zone financing plan, subject to approval by the City Council, including the power to employ any consultants or enter into any reimbursement agreements payable solely from the Tax Increment Fund established pursuant to Part 6 of Ordinance No. O-2016-90, which may be reasonably necessary or convenient to assist the Board of Directors in the preparation of the project plan and reinvestment zone financing plan and the issuance of tax increment obligations.

Positions one through four (1-4) on the Board of Directors (reserved for the City) and positions six and eight (reserved for Smith County) and are eligible for appointment/reappointment. The chairperson must be reappointed as well.

RECOMMENDATION:

It is recommended that the City Council consider adoption of an Ordinance approving appointments to the Board of Directors of the Tax Increment Reinvestment Zone No. 4 (TIRZ No. 4).

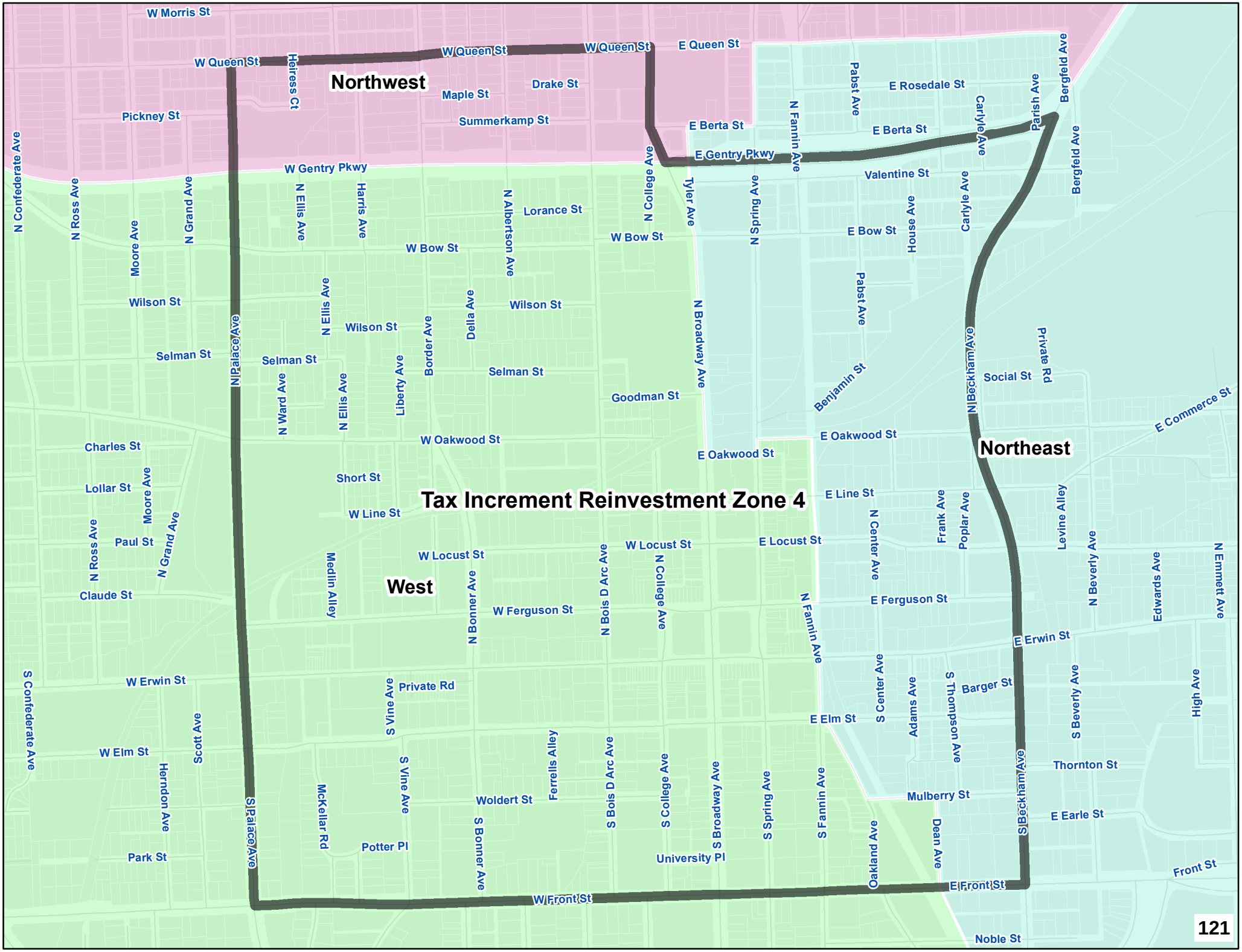
ATTACHMENTS:

TIRZ No. 4 Map
TIRZ_No._4_Board_Appointments

Drafted/Recommended By:
Department Leader

Heather Nick, AICP, Assistant City Manager

Edited/Submitted By:
City Manager


Tax Increment Reinvestment Zone 4
Northwest
Northeast
West
W Morris St
W Queen St
Heiress Ct
Maple St
Drake St
Summerkamp St
Pickney St
E Queen St
E Berta St
E Gentry Pkwy
E Rosedale St
Pabst Ave
Carlyle Ave
Parish Ave
Bergfeld Ave
N Fannin Ave
Valentine St
N College Ave
Tyler Ave
N Spring Ave
House Ave
W Gentry Pkwy
N Confederate Ave
N Ross Ave
Moore Ave
N Grand Ave
N Ellis Ave
Harris Ave
N Albertson Ave
Lorance St
W Bow St
E Bow St
Wilson St
Della Ave
N Broadway Ave
Selman St
N Palace Ave
Border Ave
Liberty Ave
N Ward Ave
Goodman St
Benjamin St
N Beckham Ave
Social St
Private Rd
E Commerce St
E Oakwood St
W Oakwood St
Charles St
Short St
Lollar St
W Line St
E Line St
Paul St
Claude St
W Locust St
E Locust St
Medlin Alley
N Bonner Ave
N Bois D Arc Ave
N College Ave
N Center Ave
Frank Ave
Poplar Ave
Levine Alley
N Beverly Ave
Edwards Ave
N Emmett Ave
W Ferguson St
E Ferguson St
E Erwin St
W Erwin St
Private Rd
S Vine Ave
S Confederate Ave
Scott Ave
Herndon Ave
W Elm St
E Elm St
S Center Ave
Adams Ave
S Thompson Ave
Barger St
S Beverly Ave
High Ave
Thornton St
Mulberry St
E Earle St
Front St
Noble St
Park St
Potter Pl
McKellar Rd
Woldert St
Ferrells Alley
S Bois D Arc Ave
S College Ave
S Broadway Ave
S Spring Ave
S Fannin Ave
Oakland Ave
Dean Ave
University Pl
S Bonner Ave
S Palace Ave
W Front St
E Front St
121

ORDINANCE NO. 0-2024-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, APPROVING THE APPOINTMENT OF POSITION 1/CHAIRPERSON AND DIRECTORS FOR POSITIONS NUMBER TWO, THREE, FOUR, SIX, AND EIGHT TO THE BOARD OF DIRECTORS FOR REINVESTMENT ZONE NO. 4; SETTING FORTH OTHER PROVISIONS RELATED THERETO; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council has adopted Ordinance No. O-2016-90 designating one contiguous area within the City of Tyler, Texas as Reinvestment Zone Number Four ("Zone No. 4") under the provisions of Chapter 311 of the Texas Property Tax Code; and

WHEREAS, Ordinance No. O-2016-90 originally set forth a Board of Directors for the Zone composed of nine members, including seven positions appointed by the Mayor and confirmed by City Council, and two positions appointed by other participating taxing jurisdictions; and

WHEREAS, Ordinance No. O-2017-51, amended the Board membership to reduce the number of board members appointed by the Mayor and confirmed by the City Council to four (4) members, and provided three (3) board positions to be appointed by the Smith County Judge for the duration of Smith County's participation, and two (2) board positions to be appointed by the TJC Board of Trustees for the duration of Tyler Junior College's participation; and

WHEREAS, on 1/27/21, the City Council adopted Ordinance No. O-2021-12, making certain appointments to the Board of Directors for Reinvestment Zone No. 4; and

WHEREAS, on 8/24/22, the City Council adopted Ordinance No. O-2022-82, making certain appointments to the Board of Directors for Reinvestment Zone No. 4; and

WHEREAS, on 5/10/23, the City Council adopted Ordinance No. O-2023-37, making certain appointments and amendments to the Board of Directors for Reinvestment Zone No. 4; and

WHEREAS, on 7/12/23, the City Council adopted Ordinance No. O-2023-57, making certain appointments to the Board of Directors for Reinvestment Zone No. 4; and

WHEREAS, on 10/11/2023, the City of Tyler Ordinance No. O-2023-96 adopted the Reinvestment Zone Number Four, City of Tyler, Texas, Amended and Restated Final Project and Finance Plan (the "Amended Plan"), and for the extended term to 2060; and

WHEREAS, on 5/22/2024, the City of Tyler Ordinance No. O-2024-__ amended the Board of Directors composition, which retained the number of board members appointed by the Mayor and confirmed by the City Council to four (4) members, provided four (4) board positions to be appointed by the Smith County Judge for the duration of Smith County's participation, and maintained two (2) board positions to be appointed by the TJC Board of Trustees for the duration

of Tyler Junior College's participation, with one of the said members being nominated and appointed as the Chairperson by the Mayor, and all said appointments approved by the City Council; and

WHEREAS, the City Council hereby approves the nomination and appointment of the duly qualified persons listed below to Position 1/Chairperson and to Positions 2, 3, and 4 on the Board of Directors for Zone No. 4 for the terms as described; and

WHEREAS, the City Council hereby approves the nomination and appointment by Smith County of the duly qualified person listed below to Positions 6 and 8 on the Board of Directors for Zone No. 4 for the term as described below;

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

PART 1. Findings

(a) That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are adopted as part of this Ordinance for all purposes.

(b) It is hereby found and declared that all of the nominees listed in Part 2 are either (i) qualified voters of the City or (ii) at least 18 years of age and own real property in the Zone and /or (iii) are designated representatives of property owners in the Zone.

PART 2. Consent To and Approval of Appointment to the Board of Directors of Reinvestment Zone Number Four

That the City Council does hereby consent to and approve of the appointment terms to the Board of Directors of Reinvestment Zone Number Four, City of Tyler, Texas, of the duly qualified persons to Director Positions 1, 2, 3, 4, 6 and 8, adding a Smith County Director Position, and re-numbering the TJC Director Positions, as described below:

Name and Address	**Position**	**Term Expires**
Mayor Donald P. Warren	One/Chairperson	05-22-2025
Councilmember Broderick McGee	Two/Vice Chair	05-22-2026
City Appointee	Three	05-22-2025
City Appointee	Four	05-22-2026
Commissioner, Pct 4, Ralph Caraway, Sr.	Five (County)	06-14-2025
Casey Murphy	Six (County)	05-22-2026
County Judge, Neal Franklin	Seven (County)	06-14-2025

Ed Nichols	Eight (County)	05-22-2026
David Hudson, TJC Board of Trustees	Nine (TJC)	06-14-2024
Sarah Van Cleef, TJC CFO	Ten (TJC)	06-14-2025

PART 3. Open Meetings

It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by the Open Meetings Law, Texas Government Code, Ch. 551, as amended, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

PART 4. 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 5. This Ordinance shall be effective on the date of passage in accordance with the Tyler City Charter.

PASSED AND APPROVED on this the 22nd day of May, 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: M-1

Date: May 22, 2024

Subject: Request that the City Council consider reviewing and accepting the Revenue and Expenditure Report for the period ending March 31, 2024.

Page: Page 1 of

Item Reference: The Fiscal Year 2023-2024 Annual Budget

Revenue and Expenditure Report:

The attached City of Tyler Revenue and Expenditure Report provides information about the General Fund and includes all the major operating funds, representing 70 percent of all appropriations in the FY 2023-2024 Budget. The Internal Service, Special Revenue, Utility Debt Service, Capital Projects, and Trust Funds make up the remaining 30 percent of the total budget.

This report compares actual revenues and expenses to date with revenues and expenses as of the same period last year. Budgeted revenue and expenditure amounts for the fiscal year can also be compared to current projected amounts.

Projected Variances from Budget:

General Fund revenues from all sources are projected to be $1,659,947 less than budgeted, primarily due to decreased Sales Tax. General Fund total expenditures, excluding inter-fund transactions for the fiscal year, are projected to be $2,217,863 less than budgeted, due to requesting all General Fund departments to forecast to come in 2.5% below budget to help offset the reduction in sales tax.

The Water Utility Fund revenues from all sources are projected to be $394,499 less than budgeted for the fiscal year. The total expenditures plus inter-fund transactions are projected to be $3,965,476 less than budgeted, primarily due to projected savings in contingencies, salary savings forecasted in Water Distribution and Waste Collection, chemical supplies savings forecasted in Water Plant, and savings in CD/CMOM special services.

The Solid Waste Fund revenues from all sources are projected to be $382,363 less than budgeted for the fiscal year, primarily due to a delay in implementing the 5% CPI increase to the commercial and roll-off customers. Solid Waste Fund's total expenditures, excluding inter-fund transactions for the fiscal year, are projected to be $69,093 more than budgeted.

The Airport Fund revenues from all sources, including transfers from other funds, are projected to be $436,229 less than budgeted, primarily due to a grant that expands two years, we will see the remaining revenue recognized in FY 25. Airport Fund total expenditures plus inter-fund transactions for the fiscal year are projected to be $112,340 less than budgeted.

The Development Services Fund revenues from all sources are projected to be $61,731 more than budgeted for the fiscal year. The Development Services Fund's total expenditures plus inter-fund transactions for the fiscal year are projected to be $107,901 less than budgeted.

The Hotel Occupancy Tax Fund revenues are expected to be $427,114 less than budgeted, primarily due to Hotel Occupancy decreasing throughout the City. Expenditures are expected to be $6,661 less than budgeted.

The Employee Benefits Fund revenues are expected to be $245,786 more than budgeted, while expenses are expected to be $934,901 less than budgeted, primarily due to lower claims values this fiscal year.

RECOMMENDATION:

Request that the City Council review and consider reviewing and accepting the Revenue and Expenditure Report for the period ending March 31, 2024.

ATTACHMENTS:

Financial Statements.pdf
March 31, 2024 Revenue and Expense Report Presentation.pptx

Drafted/Recommended By:
Department Leader

Lauren Justice, Controller

Edited/Submitted By:
City Manager

City of Tyler, Texas

Quarterly Revenue and Expenditure Report

For the Quarter Ended
March 31, 2024

General Fund (101)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2023-2024

	Actuals 2022-2023	Actuals 2023-2024	Percent of Budget	Amended Budget 2023-2024	Projected 2023-2024
Unreserved Fund Balance				$ 5,300,880	$ 5,300,880
Operating Reserve				12,278,114	12,278,114
Beginning Fund Balance / Working Capital				**17,578,994**	**17,578,994**
Revenues					
Property Taxes	26,491,308	27,859,117	97.63%	28,534,768	28,589,965
Franchises	5,849,531	6,015,061	52.48%	11,461,879	11,409,868
Sales & Use Taxes	21,030,731	20,090,470	47.62%	42,185,725	40,502,564
Licenses & Permits	229,623	198,917	40.60%	489,989	425,039
Fines & Penalties	2,001,263	2,173,823	52.34%	4,153,000	4,197,923
Use of Money & Property	484,037	704,820	54.98%	1,281,985	1,444,718
Current Services	1,369,947	1,628,931	54.93%	2,965,473	3,001,283
Other Agencies	161,926	231,374	39.47%	586,195	586,565
Miscellaneous	635,717	290,442	39.45%	736,276	577,418
Total Revenues	**58,254,083**	**59,192,956**	**64.06%**	**92,395,290**	**90,735,343**
Expenditures					
General Government	3,426,923	3,558,921	40.02%	8,891,932	8,430,416
Police	15,405,062	16,915,058	46.79%	36,153,374	35,211,094
Police Grants	248,497	352,670	75.30%	468,382	532,693
Fire	10,336,624	12,084,602	49.09%	24,619,100	24,700,605
Public Services	3,248,961	3,704,162	40.30%	9,191,005	8,794,499
Parks and Recreation	1,633,501	1,970,955	38.52%	5,116,923	4,984,021
Library	894,035	996,848	45.68%	2,182,041	1,955,324
Municipal Court	935,000	936,547	38.71%	2,419,262	2,215,504
Total Expenditures	**36,128,604**	**40,519,763**	**45.51%**	**89,042,019**	**86,824,156**
Transfer In	-	-		-	-
Fair Plaza Fund (240)	-	-		-	-
(Transfer Out)	*(1,056,509)*	*(1,786,782)*		*(4,141,993)*	*(4,141,992)*
General Capital Projects (102)	(17,500)	(35,000)	50.00%	(70,000)	(70,000)
Quality Street Commitment Fund (103)	(457,466)	(1,022,844)	50.00%	(2,045,688)	(2,045,688)
Cemetery (204)	(75,000)	(162,500)	50.00%	(325,000)	(325,000)
TIF/ TIRZ #4 (217)	-	-		-	-
Transit (286)	(6,217)	(40,785)	4.53%	(900,000)	(900,000)
Property Facility (663)	(25,326)	(50,653)	50.00%	(101,305)	(101,304)
Productivity Fund (639)	(250,000)	(250,000)	100.00%	(250,000)	(250,000)
Technology Admin (671)	(225,000)	(225,000)	50.00%	(450,000)	(450,000)
Fair Parking Garage (240)	-	-		-	-
Rainy Day Fund (235)	-	-		-	-
Unreserved Fund Balance				3,433,969	4,324,566
Operating Reserve				13,356,303	13,023,623
Ending Fund Balance / Working Capital				**$ 16,790,272**	**$ 17,348,189**

General Fund (101)
Statement of Revenues
Fiscal Year 2023-2024

	Actuals 2022-2023	Actuals 2023-2024	Percent of Budget	Amended Budget 2023-2024	Projected 2023-2024
Property Taxes					
Current	$ 26,250,494	$ 27,648,335	98.03%	$ 28,204,129	$ 28,199,334
Delinquent	113,902	80,320	55.59%	144,485	155,070
Penalty and Interest	126,913	130,462	70.08%	186,154	235,561
Total Property Taxes	**26,491,308**	**27,859,117**	**97.63%**	**28,534,768**	**28,589,965**
Franchises					
Power and Light	2,565,149	2,624,221	56.75%	4,624,264	4,624,221
Natural Gas	506,072	522,761	49.88%	1,047,933	1,032,760
Telephone	269,404	249,878	47.11%	530,371	504,987
Cable Television	510,823	498,083	47.13%	1,056,760	1,001,517
Commercial Waste Hauler	597,983	604,747	52.07%	1,161,374	1,173,568
Water and Sewer Franchise	1,400,100	1,515,371	49.83%	3,041,177	3,072,815
Total Franchises	**5,849,531**	**6,015,061**	**52.48%**	**11,461,879**	**11,409,868**
Sales and Use Taxes					
Sales Taxes	20,750,810	19,823,600	47.77%	41,497,196	39,869,477
Mixed Drink Taxes	271,317	258,155	39.81%	648,529	597,446
Bingo Taxes	8,604	8,716	21.79%	40,000	35,641
Total Sales and Use Taxes	**21,030,731**	**20,090,470**	**47.62%**	**42,185,725**	**40,502,564**
Licenses and Permits					
Parking Meters	64,707	46,361	31.81%	145,739	100,361
Wrecker Permits	2,550	1,870	44.00%	4,250	3,994
Burglar Alarms	162,366	150,686	44.32%	340,000	320,684
Total Licenses and Permits	**229,623**	**198,917**	**40.60%**	**489,989**	**425,039**
Fines & Penalties					
Moving Violations	1,052,927	1,148,733	55.76%	2,060,000	2,153,733
Tax Fees	32,728	32,073	21.67%	148,000	142,073
Arrest Fees	57,680	51,933	49.46%	105,000	101,933
Administrative Fees	39,103	43,223	47.50%	91,000	86,824
Warrant Fees	111,612	161,660	75.19%	215,000	296,660
Child Safety	56,569	71,890	55.73%	129,000	126,889
Teen Court Fines	10	20		-	20
Court Security	-	-		-	-
Miscellaneous Court	26,396	36,288	72.58%	50,000	60,287
Time Payment Fees	-	-		-	-
Special Court Fees	446,081	401,120	41.14%	975,000	834,120
Collection Firm Fees	133,565	181,430	64.80%	280,000	316,430
Court Fee - Clearing	(1,121)	1,049		-	1,049
Partners for Youth	-	-		-	-
Omnibase Program	18,387	23,690	87.74%	27,000	35,791
Parking Fines	19,641	14,188	27.28%	52,000	29,188
Scofflaw	3,496	2,424	20.20%	12,000	4,224
Animal Fines	4,189	4,102	45.58%	9,000	8,702
Total Fines and Penalties	**2,001,263**	**2,173,823**	**52.34%**	**4,153,000**	**4,197,923**
Use of Money and Property					
Glass Center Rental	12,964	14,341	40.97%	35,000	31,611
Senior Citizen Rental	1,920	1,670	33.40%	5,000	4,400
Miscellaneous Rent	12,541	18,313	47.17%	38,825	46,575
Ballfield Concessions	-	-	0.00%	2,500	-
Glass Rec Concessions	366	349	23.29%	1,500	974
Fair Plaza Non-Tenant Parking	1,338	6,170	55.29%	11,160	-
Interest Earnings	454,907	663,977	55.89%	1,188,000	1,361,158
Total Use of Money and Property	**484,037**	**704,820**	**54.98%**	**1,281,985**	**1,444,718**

General Fund (101)
Statement of Revenues
Fiscal Year 2023-2024

	Actuals 2022-2023	Actuals 2023-2024	Percent of Budget	Amended Budget 2023-2024	Projected 2023-2024
Current Services					
Swimming Pool	-	-	0.00%	20,000	24,220
Fire Inspection	8,579	82,233	75.44%	109,000	154,233
Lot Mowing	16,195	22,359	36.57%	61,138	57,228
Glass Membership	38,086	34,564	53.17%	65,000	65,979
Copying Fees	7,985	7,499	49.99%	15,000	14,999
Utility Cuts	132,000	132,000	100.00%	132,000	132,000
Library Non Resident Fees	11,820	11,289	50.80%	22,222	22,689
Library Lost Books	2,093	1,764	73.50%	2,400	3,964
Library Fines	10,138	8,297	25.77%	32,200	15,498
Non Resident Internet Use	795	762	19.04%	4,000	1,662
Open Records	11,007	15,001	60.73%	24,700	27,348
Overhead Reimbursement - Fund 219	23,783	24,497	50.00%	48,993	48,992
1/2 Cent Administration Costs	91,875	248,632	72.43%	343,263	343,264
Overhead Reimbursement - Fund 502	699,637	720,625	50.00%	1,441,250	1,441,248
Overhead Reimbursement - Fund 560	129,542	133,429	50.00%	266,857	266,856
Volleyball Fees	-	-	0.00%	4,800	4,800
Tournament Fees	-	-		-	-
Other Sports Fees	-	-	0.00%	5,500	5,500
Field Maintenance	36,621	50,412	44.16%	114,150	115,272
Recreation Classes/Events	24,585	24,024	48.05%	50,000	60,025
Faulkner Tennis Center	-	-		-	-
Animal Adoption Fees	9,655	8,970	29.90%	30,000	16,970
Animal Shelter Fees	5,423	2,658	14.76%	18,000	3,618
Fire Cost Recovery Fees	110,128	99,919	64.46%	155,000	174,918
Total Current Services	**1,369,947**	**1,628,931**	**54.93%**	**2,965,473**	**3,001,283**
Other Agencies					
State Government	29,173	46,379	220.85%	21,000	46,379
Income from Restitution	-	280		-	280
Auto Theft Task Force	62,702	72,559	57.59%	126,000	147,007
School Crossing Guards	-	-	0.00%	281,334	235,000
Comprehensive Traffic	19,972	23,288	49.03%	47,500	49,538
County Haz-Mat Service	3,750	2,500	41.67%	6,000	5,000
FEMA Reimbursements	-	-		-	-
US Marshal	-	-		-	-
Fire TCLEOSE Allocation	-	-	0.00%	1,000	-
State JAG Allocation	27,500	47,117	100.00%	47,117	47,117
COPS Grant	18,829	39,250	208.47%	18,828	18,828
BJA Cares	-	-		-	-
Federal JAG Allocation	-	-	0.00%	37,416	37,416
Total Other Agencies	**161,926**	**231,374**	**39.47%**	**586,195**	**586,565**
Miscellaneous					
Miscellaneous	410,304	109,329	53.78%	203,276	180,152
Unclaimed Property Revenue	8,712	4,341	21.70%	20,000	17,286
Return Checks	200	25		-	25
Sale of Equipment	14	-	0.00%	500	-
Junk Vehicle Revenue	392	-		-	-
Methane Gas Sales	210,196	173,548	34.71%	500,000	370,503
Funeral Escorts	5,900	3,200	25.60%	12,500	9,452
Total Miscellaneous	**635,717**	**290,442**	**39.45%**	**736,276**	**577,418**
Total General Fund Revenues	**$ 58,254,083**	**$ 59,192,956**	**64.06%**	**$ 92,395,290**	**$ 90,735,343**

General Fund (101)
Statement of Expenditures
Fiscal Year 2023-2024

	Actuals 2022-2023	Actuals 2023-2024	Percent of Budget	Amended Budget 2023-2024	Projected 2023-2024
General Government					
General Government	$ 438,487	$ 450,686	43.57%	$ 1,034,506	$ 893,221
Outside Agencies	213,250	149,693	52.91%	282,943	282,943
GF Non-Dept Exp	731,503	785,864	26.57%	2,957,714	2,840,303
Innovation and Economic Development	3,658	9,336	93.42%	9,994	9,994
Finance	930,765	988,968	52.67%	1,877,843	1,799,303
Legal	581,011	617,261	44.07%	1,400,525	1,314,845
Communications	268,690	243,004	37.39%	649,848	623,930
Human Resources	259,560	314,109	46.29%	678,559	665,877
Total General Government	**3,426,923**	**3,558,921**	**40.02%**	**8,891,932**	**8,430,416**
Public Safety					
Police Services	15,405,062	16,915,058	46.79%	36,153,374	35,211,094
State JAG	27,501	47,117	100.00%	47,117	47,117
Federal JAG	33,765	37,416	100.00%	37,416	37,416
COPS Grant	97,147	110,187	55.78%	197,533	205,292
Auto Theft Task Force	88,980	148,650	89.38%	166,316	224,884
L.E. Education Grant	1,104	9,300	46.50%	20,000	17,984
Fire Services	10,336,624	12,084,602	49.09%	24,619,100	24,700,605
Total Public Safety	**25,990,184**	**29,352,330**	**47.93%**	**61,240,856**	**60,444,392**
Public Services					
Engineering Services	361,877	350,360	38.29%	914,929	839,142
Streets	1,227,498	1,513,744	41.31%	3,664,581	3,504,437
Traffic Operations	1,028,108	1,110,153	36.87%	3,011,207	2,923,819
Parking Garage	7,867	17,987	56.17%	32,020	28,664
Animal Services	623,612	711,918	45.40%	1,568,268	1,498,437
Total Public Services	**3,248,961**	**3,704,162**	**40.30%**	**9,191,005**	**8,794,499**
Parks & Recreation					
Administration	1,125,086	1,380,884	39.76%	3,472,952	3,438,463
Indoor Recreation	290,161	368,605	46.26%	796,795	787,569
Outdoor Recreation	69,920	76,679	21.29%	360,213	324,751
Median Maint/Arborist	148,333	144,788	29.73%	486,963	433,238
Total Parks & Recreation	**1,633,501**	**1,970,955**	**38.52%**	**5,116,923**	**4,984,021**
Library	**894,035**	**996,848**	**45.68%**	**2,182,041**	**1,955,324**
Municipal Court	**935,000**	**936,547**	**38.71%**	**2,419,262**	**2,215,504**
Total General Fund Expenditures	**$ 36,128,604**	**$ 40,519,763**	**45.51%**	**$ 89,042,019**	**$ 86,824,156**

Development Services Fund (202)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2023-2024

	Actuals 2022-2023	Actuals 2023-2024	Percent of Budget	Amended Budget 2023-2024	Projected 2023-2024
Beginning Fund Balance				**2,416,491**	**2,416,491**
Revenues					
Building Permits	815,352	846,512	47.03%	1,799,822	1,942,035
Electrical Permits	117,459	128,778	64.39%	200,000	233,512
Plumbing Permits	85,786	70,370	48.53%	145,000	145,302
Zoning Permits	37,024	40,384	50.48%	80,000	80,639
Mechanical Permits	37,167	49,381	54.87%	90,000	96,272
Cert. of Occupancy Fees	13,500	10,780	35.93%	30,000	25,732
Local TABC Fee	16,900	2,425	16.17%	15,000	5,425
Billboard Registration	15,640	15,045	85.51%	17,595	17,640
Sign Permits	18,065	14,365	28.73%	50,000	41,370
Contractor License	30,050	29,500	73.75%	40,000	50,170
House Moving Permits	-	-		-	-
Permit Fee - Clearing	-	-		-	-
Interest Earnings	44,807	82,869	414.34%	20,000	172,868
Copying/Printing Fees	19	47		-	47
Platting Fees	33,824	41,309	51.64%	80,000	82,136
Miscellaneous Income	-	-		-	-
Contractor Testing Fees	50,434	-	0.00%	250,000	-
Subdivision Plan Review	16,000	16,000	26.67%	60,000	46,000
CLG Grant	-	-		-	-
Total Revenues	**1,332,027**	**1,347,764**	**46.84%**	**2,877,417**	**2,939,148**
Expenditures					
Planning and Zoning	380,962	420,975	46.11%	912,912	920,558
Building Services	603,998	725,475	43.83%	1,655,267	1,539,720
Total Expenditures	**984,959**	**1,146,450**	**44.64%**	**2,568,179**	**2,460,278**
Transfer Out	-	-		-	-
Productivity Fund (639)	-	-		-	-
Ending Fund Balance				**2,725,729**	**2,895,361**

Water Utilities Fund(502)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2023-2024

	Actuals 2022-2023	Actuals 2023-2024	Percent of Budget	Amended Budget 2023-2024	Projected 2023-2024
Unreserved Fund Balance				$ 13,492,886	$ 13,492,886
Operating Reserve				5,766,559	5,766,559
Beginning Fund Balance / Working Capital				**19,259,445**	**19,259,445**
Revenues					
Use of Money and Property	229,794	383,257	94.03%	407,604	663,001
Charges for Current Services	23,645,383	25,657,539	46.43%	55,256,380	54,583,821
Miscellaneous Income	28,224	43,577	84.63%	51,491	74,154
Total Revenues	**23,903,400**	**26,084,373**	**46.82%**	**55,715,475**	**55,320,976**
Expenditures					
741 Administration	2,313,143	2,684,033	40.12%	6,690,838	5,714,421
742 Water Office	1,233,387	1,607,427	55.36%	2,903,721	3,268,179
743 Water Distribution	2,411,594	2,556,786	52.58%	4,862,310	4,752,689
744 Water Plant	3,221,545	3,590,961	33.60%	10,687,740	8,381,458
745 Waste Collection	1,529,090	1,943,171	48.92%	3,972,486	3,787,103
746 Waste Treatment	2,336,451	2,662,241	44.02%	6,047,891	5,586,630
747 Lake Tyler	384,864	417,445	30.17%	1,383,705	1,190,315
749 GIS	532,930	620,759	45.08%	1,376,946	1,361,886
1741 Purchasing	154,406	144,259	44.91%	321,206	327,644
1745 CD/CMOM (Regulatory Monitoring)	1,469,920	1,879,210	38.54%	4,876,599	4,797,454
1746 Sludge Disposal	631,864	710,533	48.49%	1,465,237	1,455,424
Total Expenditures	**16,219,196**	**18,816,823**	**42.20%**	**44,588,679**	**40,623,203**
Transfer In	-	-		-	-
(Transfer Out)	*(5,617,068)*	*(6,682,603)*		*(13,111,721)*	*(13,113,462)*
Economic Development Fund (208)	(87,500)	(87,500)	50.00%	(175,000)	(175,000)
Utilities Capital Fund (503)	(2,750,000)	(2,750,000)	50.00%	(5,500,000)	(5,500,000)
Productivity Fund (639)	(250,000)	(250,000)	100.00%	(250,000)	(250,000)
Property and Facility Fund (663)	(25,327)	(25,327)	50.00%	(50,653)	(50,652)
Debt Service Fund (504)	(2,279,241)	(3,344,776)	50.03%	(6,686,068)	(6,687,810)
Technology Fund (671)	(225,000)	(225,000)	50.00%	(450,000)	(450,000)
General Capital Fund (102)	-	-		-	-
Unreserved Fund Balance				10,586,218	14,750,276
Operating Reserve				6,688,302	6,093,480
Ending Fund Balance / Working Capital				**$ 17,274,520**	**$ 20,843,756**

Water Utilities Fund(502)
Statement of Revenues
Fiscal Year 2023-2024

	Actuals 2022-2023	Actuals 2023-2024	Percent of Budget	Amended Budget 2023-2024	Projected 2023-2024
Use of Money and Property					
Lake Tyler Lot Rental	65,562	71,389	98.33%	72,604	$ 71,389
Lake Tyler Marina	9,253	23,120	165.14%	14,000	46,920
Barge Concession	3,778	11,690	55.67%	21,000	27,634
Interest Earnings	151,201	277,057	92.35%	300,000	517,058
Total Use of Money and Property	**229,794**	**383,257**	**94.03%**	**407,604**	**663,001**
Charges for Current Services					
Meter Activation	178,757	147,825	39.42%	375,000	408,108
Water Service	90,002	32,895	16.45%	200,000	147,055
Sewer Service	80,724	52,890	30.22%	175,000	141,040
Sewer Activation	5,720	6,824	42.65%	16,000	17,799
EMS Billing Fees	3,977	1,988	25.00%	7,953	7,952
Water System Fee	60,017	60,555	51.62%	117,321	120,842
Meter Set & Test Fees	8,100	11,033	68.96%	16,000	19,683
Plug Fee	5,600	1,100	20.99%	5,240	8,000
After Hrs./Additional Trip Fees	19,550	27,204	90.68%	30,000	50,604
Water Quality Fee	72,930	73,746	51.64%	142,800	147,099
Current Water Sales	11,599,397	12,598,200	45.28%	27,823,547	27,236,296
Miscellaneous Water Sales	3,937	6,820	34.10%	20,000	15,426
Old Account Collection Fees	-	-		-	-
Reconnect Fees	193,800	194,975	53.86%	362,000	391,475
Overhead Reimbursment from Solid Waste Fund	150,773	173,942	50.00%	347,884	347,884
Sewer Charges	9,648,866	10,183,497	45.06%	22,598,235	21,666,512
Labor & Equipment	41,070	141,582	202.26%	70,000	213,801
Water Connect Fees	127,650	117,311	43.05%	272,500	255,661
Septic Tank Dumping Fees	406,295	569,617	68.26%	834,482	947,738
Wholesale Water Sales	583,696	857,633	77.97%	1,100,000	1,657,676
Late Notice Fees	246,480	277,250	55.45%	500,000	544,445
Fire Line Charges	96,321	98,193	49.72%	197,500	193,805
Overhead Reimbursment from Storm Water Fund	21,722	22,459	50.00%	44,918	44,920
Total Charges for Current Services	**23,645,383**	**25,657,539**	**46.43%**	**55,256,380**	**54,583,821**
Miscellaneous					
Miscellaneous Income	9,334	21,442	71.02%	30,191	35,893
Lake Tyler East Registration	2,790	2,745	98.04%	2,800	2,745
Returned Check Fees	16,100	19,390	104.81%	18,500	35,516
Total Miscellaneous	**28,224**	**43,577**	**84.63%**	**51,491**	**74,154**
Total Revenues	**$ 23,903,400**	**$ 26,084,373**	**46.82%**	**$ 55,715,475**	**$ 55,320,976**

Solid Waste Fund(560)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2023-2024

	Actuals 2022-2023	Actuals 2023-2024	Percent of Budget	Amended Budget 2023-2024	Projected 2023-2024
Operating Reserve				2,511,447	2,511,447
Unreserved Fund Balance				(650,060)	(650,060)
Beginning Fund Balance / Working Capital				**1,861,387**	**1,861,387**
Revenues					
Interest and Rental Income	11,516	1,562	8.74%	17,859	7,977
Charges for Residential Serv.	4,492,584	4,866,959	49.50%	9,831,514	9,824,857
Charges for Commercial Serv.	2,370,156	2,424,648	47.08%	5,150,250	5,010,701
Recycle Sales	31,420	31,947	38.37%	83,259	67,887
Roll-Off	839,906	827,498	42.91%	1,928,410	1,697,391
Miscellaneous	795,033	663,253	40.71%	1,629,130	1,649,246
Total Revenues	**8,540,616**	**8,815,867**	**47.29%**	**18,640,422**	**18,258,059**
Expenditures					
Administration	804,201	982,723	45.55%	2,157,470	2,202,053
Residential Collection	3,759,823	4,132,432	48.22%	8,570,247	8,437,881
Commercial Collection	2,542,488	2,508,765	49.31%	5,087,275	5,243,157
Keep Tyler Beautiful	108,827	74,649	34.71%	215,043	204,406
Code Enforcement	477,600	606,553	47.07%	1,288,530	1,300,161
Total Expenditures	**7,692,940**	**8,305,122**	**47.96%**	**17,318,565**	**17,387,658**
(Transfer Out)	*(393,913)*	*(662,827)*	*51.96%*	*(1,275,653)*	*(1,175,652)*
Economic Development Fund (208)	(25,000)	(50,000)	50.00%	(100,000)	(100,000)
SW Capital Fund (562)	(181,250)	(412,500)	50.00%	(825,000)	(725,000)
Productivity Fund (639)	(50,000)	(50,000)	100.00%	(50,000)	(50,000)
Property and Facility Fund (663)	(12,663)	(25,327)	50.00%	(50,653)	(50,652)
Technology Fund (671)	(125,000)	(125,000)	50.00%	(250,000)	(250,000)
Operating Reserve				2,597,785	2,608,149
Unreserved Fund Balance				(690,194)	(1,052,013)
Ending Fund Balance / Working Capital				**1,907,591**	**1,556,136**

Solid Waste Fund(560)
Statement of Revenues
Fiscal Year 2023-2024

	Actuals 2022-2023	Actuals 2023-2024	Percent of Budget	Amended Budget 2023-2024	Projected 2023-2024
Use of Money and Property					
Rent - Miscellaneous	$ 1,558	$ 5,275	144.32%	$ 3,655	$ 9,690
Interest Earnings	9,958	(3,713)	-26.14%	14,204	(1,713)
Total Use of Money and Property	**11,516**	**1,562**	**8.74%**	**17,859**	**7,977**
Charges for Current Services					
Residential Sanitation Fees	4,426,003	4,826,365	49.86%	9,678,910	9,721,892
Special Pickup Revenue	66,581	40,594	26.60%	152,604	102,965
Commercial Fees	2,370,156	2,424,648	47.08%	5,150,250	5,010,701
Roll-Off Collection Fees	839,906	827,498	42.91%	1,928,410	1,697,391
Total Charges for Current Services	**7,702,646**	**8,119,105**	**48.01%**	**16,910,174**	**16,532,949**
Recycle Sales					
Recycle Sales	31,420	31,947	38.37%	83,259	67,887
Total Recycle Sales	**31,420**	**31,947**	**38.37%**	**83,259**	**67,887**
Miscellaneous Income					
Landfill Royalty Fee	334,951	305,513	34.49%	885,900	929,798
Miscellaneous Income	460,082	357,740	48.13%	743,230	719,448
Total Miscellaneous Income	**795,033**	**663,253**	**40.71%**	**1,629,130**	**1,649,246**
Total Revenues	**$ 8,540,616**	**$ 8,815,867**	**47.29%**	**$ 18,640,422**	**$ 18,258,059**

Airport Operating Fund (524)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2023-2024

	Actuals 2022-2023	Actuals 2023-2024	Percent of Budget	Amended Budget 2023-2024	Projected 2023-2024
Reserve for Construction				$ 300	$ 300
Reserve for Customer Facility				446,009	446,009
Unreserve Working Capital				694,148	694,148
Beginning Fund Balance				**1,140,457**	**1,140,457**
Revenues					
Use of Money and Property	524,945	607,320	58.21%	1,043,295	1,165,161
Current Service Charges	51,238	76,540	44.93%	170,360	153,022
Customer Facility Service Charges	42,837	69,865	69.86%	100,000	122,509
Miscellaneous Income	7,779	9,088	64.92%	14,000	16,432
Other Agencies	88,378	302,674	27.06%	1,118,372	552,674
Total Revenues	**715,176**	**1,065,487**		**2,446,027**	**2,009,798**
Expenditures					
Airport					
Operations	742,768	779,911	44.67%	1,746,087	1,686,328
Capital	-	-		-	-
Contingency	-	-	0.00%	50,000	-
Airport Total	**742,768**	**779,911**		**1,796,087**	**1,686,328**
Customer Facility					
Wash Bay Maintenance	300	9,217	64.91%	14,200	9,177
Wash Bay Debt Service	10,340	8,742	8.27%	105,680	108,122
Total Customer Facility	**10,640**	**17,959**		**119,880**	**117,299**
Total Expenditures	**753,407**	**797,870**		**1,915,967**	**1,803,627**
Transfer In	-	-		*72,000*	*72,000*
PFC (234)	-	-	0.00%	72,000	72,000
Transfer Out	*(18,500)*	*(18,500)*		*(87,000)*	*(87,000)*
Airport Grant Fund (525)	-	-	0.00%	(50,000)	(50,000)
Technology Fund (671)	(18,500)	(18,500)	50.00%	(37,000)	(37,000)
Productivity Fund (639)	-	-		-	-
Reserve for Construction				300	300
Reserve for Customer Facility				426,129	451,219
Unreserve Working Capital				1,229,088	880,109
Ending Fund Balance				**$ 1,655,517**	**$ 1,331,628**

Airport Operating Fund (524)
Revenue Detail
Fiscal Year 2023-2024

	Actuals 2022-2023	Actuals 2023-2024	Percent of Budget	Amended Budget 2023-2024	Projected 2023-2024
Use of Money and Property					
Airline Facilities Rental	22,500	22,500	50.00%	45,000	45,000
Airport Long-Term Parking	206,359	238,158	61.86%	385,000	446,441
Interest Earnings	8,383	21,286	532.16%	4,000	47,086
Landing Fees	19,182	20,599	51.47%	40,022	40,807
Restaurant Concessions	5,368	6,066	63.85%	9,500	12,966
FAA Building Rental	23,606	28,703	48.65%	59,005	57,408
Car Leasing Rental	143,060	159,111	53.04%	300,000	295,356
Agricultural Lease	-	-	0.00%	1,693	-
Hangar Land Lease	61,539	82,308	54.38%	151,363	157,332
HAMM	15,000	-	0.00%	15,000	15,000
Common Use Fees	7,069	8,724	57.35%	15,212	17,654
Wash Bay Fees	5,275	7,623	66.29%	11,500	15,102
Non Aviation Land Lease	7,603	12,241	204.02%	6,000	15,009
Total Use of Money and Property	**524,945**	**607,320**		**1,043,295**	**1,165,161**
Current Service Charges					
Airport Fuel Flowage	35,929	37,435	49.91%	75,000	78,697
Customer Facility Charge	42,837	69,865	69.86%	100,000	122,509
Advertising Space Fees	15,308	39,105	41.01%	95,360	74,325
Total Current Service Charges	**94,075**	**146,405**	**54.15%**	**270,360**	**275,531**
Miscellaneous Income					
Miscellaneous Income	6,050	7,802	70.93%	11,000	13,706
Oil Leases and Royalties	1,729	1,286	42.87%	3,000	2,726
Total Miscellaneous Income	**7,779**	**9,088**	**64.92%**	**14,000**	**16,432**
Other Agencies					
ARPA - Airport	88,378	302,674	27.06%	1,118,372	552,674
CRRSSA Grant	-	-		-	-
Total Other Agencies	**88,378**	**302,674**	**27.06%**	**1,118,372**	**552,674**
Total Revenues	**715,176**	**1,065,487**	**43.56%**	**2,446,027**	**2,009,798**

Hotel Tax Fund(211)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2023-2024

	Actuals 2022-2023	Actuals 2023-2024	Percent of Budget	Amended Budget 2023-2024	Projected 2023-2024
Unreserved Fund Balance				$ 1,964,565	$ 1,964,565
Reserve (2% Tax)				(928,206)	(928,206)
Beginning Fund Balance / Working Capital				**1,036,359**	**1,036,359**
Revenues					
7 % Occupancy Tax	1,612,855	1,445,817	40.08%	3,607,455	3,309,542
2 % Occupancy Tax	462,795	415,010	40.19%	1,032,712	948,288
Interest Earnings	26,495	(1,277)	-2.84%	45,000	223
Donations	-	500,000	100.00%	500,000	500,000
Total Revenues	**2,102,145**	**2,359,551**		**5,185,167**	**4,758,053**
Expenditures					
Texas Rose Festival	10,000	15,000	100.00%	15,000	15,000
Discovery Place	32,400	32,400	100.00%	32,400	32,400
Symphony	50,000	50,000	100.00%	50,000	50,000
Museum of Art	35,000	35,000	100.00%	35,000	35,000
Historical Museum	13,500	13,500	100.00%	13,500	13,500
Visitors and Convention Bureau	345,750	377,250	50.00%	754,500	754,500
Tyler Civic Theatre	-	-		-	-
McClendon House	4,500	4,500	100.00%	4,500	4,500
Historic Aviation Museum	13,500	13,500	100.00%	13,500	13,500
Texas Hotel & Lodging Dues	16,054	14,687	71.64%	20,500	14,687
2% Convention Center Facility	5,718,505	3,182,770	85.80%	3,709,500	3,876,191
Sport Tyler Award	25,000	25,000	100.00%	25,000	25,000
Special Services	24,791	(76,430)	-117.58%	65,000	(57,039)
Parking Lot Improvement	-	-		-	-
Tournament Expenses	-	-		-	-
Contingencies	-	-	0.00%	45,500	-
Total Expenditures	**6,289,000**	**3,687,176**		**4,783,900**	**4,777,239**
Transfers In	-	-		*2,375,000*	2,375,000
Half Cent (231)	-	-		-	-
Rainy Day Fund (235)	-	-	0.00%	2,375,000	2,375,000
(Transfers Out)	*(1,256,250)*	*(2,056,100)*		*(3,518,600)*	*(3,118,600)*
Tourism Fund (219)	(1,250,000)	(1,450,000)	50.00%	(2,900,000)	(2,500,000)
Debt Service Fund (302)	-	(593,600)	100.00%	(593,600)	(593,600)
Property and Facility Management (663)	(6,250)	(12,500)	50.00%	(25,000)	(25,000)
(Roof Replacement Tourism)					
Unreserved Fund Balance				1,524,020	1,254,682
Reserve (2% Tax)				(1,229,994)	(981,109)
Ending Fund Balance / Working Capital				**$ 294,026**	**$ 273,573**

Rainy Day Fund(235)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2023-2024

	Actuals 2022-2023	Actuals 2023-2024	Percent of Budget	Amended Budget 2023-2024	Projected 2023-2024
Beginning Fund Balance / Working Capital				**$ 10,254,357**	**$ 10,254,357**
Revenues					
Oil Leases and Royalties	39,297	16,601	21.84%	76,000	32,363
Sale of Property	-	-		-	-
Interest Earnings	92,224	179,322	137.94%	130,000	341,321
Total Revenues	**131,521**	**195,923**		**206,000**	**373,684**
Expenditures					
Downtown Property Maintenance	-	-		-	-
Special Services	-	975,000		-	975,000
Building Improvements	-	-		-	-
Contingencies	-	-	0.00%	100,000	-
Total Expenditures	**-**	**975,000**		**100,000**	**975,000**
Transfers In	-	-		-	-
General Fund (101)	-	-		-	-
(Transfers Out)	-	*(2,375,000)*		*(2,375,000)*	*(2,375,000)*
Hotel Tax Fund (211)	-	(2,375,000)	100.00%	(2,375,000)	(2,375,000)
General Capital Projects Fund (102)	-	-		-	-
Ending Fund Balance / Working Capital				**$ 7,985,357**	**$ 7,278,041**

Risk Fund(650)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2023-2024

	Actuals 2022-2023	Actuals 2023-2024	Percent of Budget	Amended Budget 2023-2024	Projected 2023-2024
Reserved for Workers Comp.				$ 283,127	$ 283,127
Reserved Property/Liability				94,376	94,376
Beginning Fund Balance / Working Capital				**377,503**	**377,503**
Revenues					
Distributed Interest	18,576	50,444	252.22%	20,000	116,444
Special Event Policy	1,200	1,800	0	10,500	11,300
Unemployment / Disability Premiums	55,897	56,878	50.62%	112,362	112,360
Property and Liability Premiums	1,889,007	1,796,363	100.61%	1,785,472	1,796,363
Workers Comp Premiums	935,504	1,056,496	54.29%	1,946,002	1,955,811
Outside Agency - ARPA Reimbursement	2,980	13,538		-	-
Total Revenues	**2,903,163**	**2,975,519**		**3,874,336**	**3,992,278**
Expenditures					
Employee Cost	93,325	101,576	49.29%	206,066	218,197
Unemployment / Disability	65,989	72,319	31.49%	229,653	218,133
Property and Liability	1,170,160	1,378,799	83.74%	1,646,542	1,683,999
Workers Comp	415,126	347,033	37.71%	920,308	654,599
Contingency	-	-	-	500,000	500,000
Total Expenditures	**1,744,600**	**1,899,727**		**3,502,569**	**3,274,928**
Transfer Out	-	-		-	-
Productivity Fund (639)	-	-		-	-
Reserved for Workers Comp.				561,953	821,140
Reserved Property/Liability				187,318	273,713
Ending Fund Balance / Working Capital				**$ 749,270**	**$ 1,094,853**

Employee Benefits Fund(661)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2023-2024

	Actuals 2022-2023	Actuals 2023-2024	Percent of Budget	Amended Budget 2023-2024	Projected 2023-2024
Beginning Fund Balance				**$ 2,470,886**	**$ 2,470,886**
Revenues					
Health Benefits	6,152,669	6,672,438	43.18%	15,454,138	15,339,544
Dental Benefits	197,993	199,848	46.71%	427,825	427,903
Life Insurance	98,405	126,968	60.94%	208,366	274,582
Other Benefits	3,343,548	417,730	147.99%	512,692	701,330
Interest Earnings	24,017	59,544	226.07%	26,339	122,544
Outside Agencies -Grant Reimbursement	33,247	9,243		-	9,243
Total Revenues	**9,849,879**	**7,485,772**		**16,629,360**	**16,875,146**
Expenditures					
Health Benefits	9,259,891	7,469,951	46.83%	15,952,173	15,002,772
Dental Benefits	208,695	223,125	46.13%	483,724	483,245
Life Insurance	82,779	107,158	51.47%	208,184	249,357
Other Benefits	12,216	6,187	23.62%	26,196	24,437
Affordable Care Act	-	-	-	6,594	-
Special Services	13,750	22,189	29.76%	74,572	45,274
Travel and Training	-	-	-	2,000	-
Benefit Analyst	69,447	31,924	20.34%	156,941	159,489
Vision Insurance	45,692	48,600	-	85,691	96,600
Total Expenditures	**9,692,470**	**7,909,134**		**16,996,075**	**16,061,174**
Transfer In	-	-		-	-
(Transfer Out)	-	-		-	-
Ending Fund Balance				**$ 2,104,171**	**$ 3,284,858**

Employee Benefits Fund(661)
Statement of Revenues
Fiscal Year 2023-2024

	Actuals 2022-2023	Actuals 2023-2024	Percent of Budget	Amended Budget 2023-2024	Projected 2023-2024
Interest Earnings	$ 24,017	$ 59,544	226.07%	$ 26,339	$ 122,544
Employee Assistance Program	5,949	5,949	22.71%	26,196	5,949
Section 125 Forfeiture	-	-		-	-
Health Benefits Paid by City	4,992,232	5,483,188	42.49%	12,903,497	12,903,495
Health Benefits paid by employee	1,160,438	1,189,250	46.63%	2,550,641	2,436,049
COBRA Premiums	-	3,086		-	3,086
Dental Benefits paid by employees	139,700	141,385	49.66%	284,708	284,786
Dental Benefits paid by City	58,293	58,463	40.85%	143,117	143,117
Life Insurance Premiums paid by City	3,640	3,654	46.44%	7,868	7,868
Life Insurance Premiums paid by employees	94,765	123,315	61.50%	200,498	266,714
Miscellaneous Income - Rebates	209,564	327,776	81.94%	400,000	573,876
Stop loss Reimbursement	3,090,774	43,438		-	43,437
Vision Insurance	37,261	37,482	43.33%	86,496	74,982
Outside Agency - ARPA Reimbursement	33,247	9,243		-	9,243
Total Revenues	**$ 9,849,879**	**$ 7,485,772**	**45.02%**	**$ 16,629,360**	**$ 16,875,146**

Employee Benefits Fund(661)
Statement of Expenditures
Fiscal Year 2023-2024

	Actuals 2022-2023	Actuals 2023-2024	Percent of Budget	Amended Budget 2023-2024	Projected 2023-2024
Benefit Analyst	$ 69,447	$ 31,924	20.34%	$ 156,941	$ 159,489
Life Insurance Premiums	82,779	107,158	51.47%	208,184	249,357
Affordable Care Act	-	-	-	6,594	-
Special Services	13,750	22,189	29.76%	74,572	45,274
Travel and Training	-	-	-	2,000	-
Employee Assistance Program Fees	12,216	6,187	23.62%	26,196	24,437
Health Claim Payments	7,528,560	5,367,688	51.71%	10,380,754	10,708,897
Rx Claims	1,106,920	1,531,840	37.43%	4,092,612	3,063,933
Dental Administrative Fees	9,302	8,756	40.97%	21,372	17,596
Dental Claim	199,394	214,369	46.36%	462,352	465,649
Health Admin Fees	240,133	143,292	31.84%	450,000	388,611
Health Stop loss	384,278	427,132	41.52%	1,028,807	841,331
Vision Insurance	45,692	48,600	56.72%	85,691	96,600
Total Expenditures	**$ 9,692,470**	**$ 7,909,134**	**46.54%**	**$ 16,996,075**	**$ 16,061,174**

Retiree Benefits Fund(761)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2023-2024

	Actuals 2022-2023	Actuals 2023-2024	Percent of Budget	Amended Budget 2023-2024	Projected 2023-2024
Beginning Fund Balance/Reserved for Commitments				**$ 78,920**	**$ 78,920**
Revenues					
Health Benefits	321,159	398,630	13.09%	3,045,124	2,858,827
Dental Benefits	88,075	47,429	53.67%	88,368	79,230
Interest Earnings	-	-		-	-
Total Revenues	**409,234**	**446,060**	**14.24%**	**3,133,492**	**2,938,057**
Expenditures					
Health Benefits	1,672,881	1,203,685	42.80%	2,812,339	2,646,326
Dental Benefits	100,899	100,070	53.38%	187,464	192,083
Life Insurance	13,201	12,759	34.89%	36,571	27,759
Special Services	14,551	16,669	52.47%	31,770	23,604
Benefit Analyst	29,763	13,682	20.34%	67,261	44,073
Affordable Care Act	-	-	0.00%	1,380	1,793
Total Expenditures	**1,831,296**	**1,346,865**	**42.94%**	**3,136,785**	**2,935,638**
Transfer In					
(Transfer Out)	-	-		-	-
Ending Fund Balance/Reserved for Commitments				**$ 75,627**	**$ 81,339**

Retiree Benefits Fund(761)
Statement of Revenues
Fiscal Year 2023-2024

	Actuals 2022-2023	Actuals 2023-2024	Percent of Budget	Amended Budget 2023-2024	Projected 2023-2024
Interest Earnings	$ -	$ -		$ -	$ -
Retiree Health Premium	126,473	141,767	57.56%	246,274	358,283
Retiree Medicare Supplemental Ins Premiums	194,686	256,864	53.95%	476,134	628,264
Retiree Dental Premium	88,075	47,429	53.67%	88,368	79,230
PARS Trust Fund Reimbursement	-	-	0.00%	2,322,716	1,872,280
Health Stop Loss	-	-		-	-
Total Revenues	**$ 409,234**	**$ 446,060**	**$ 2**	**$ 3,133,492**	**$ 2,938,057**

Retiree Benefits Fund(761)
Statement of Expenditures
Fiscal Year 2023-2024

	Actuals 2022-2023	Actuals 2023-2024	Percent of Budget	Amended Budget 2023-2024	Projected 2023-2024
Life Insurance	$ 13,201	$ 12,759	34.89%	$ 36,571	$ 27,759
Benefit Analyst	29,763	13,682	20.34%	67,261	44,073
Special Services	14,551	16,669	52.47%	31,770	23,604
Medicare Supplement	511,994	539,101	55.45%	972,227	1,035,347
Health Claim Payments	977,810	414,334	35.29%	1,173,936	962,027
Rx Claims	110,982	175,765	36.98%	475,337	503,385
Dental Administrative Fees	4,803	4,525	51.21%	8,836	9,018
Dental Claim	96,096	95,545	53.49%	178,628	183,065
Health Admin Fees	28,678	28,771	39.37%	73,076	56,533
Health Stop loss	43,418	45,714	38.82%	117,763	89,034
Affordable Care Act	-	-	0.00%	1,380	1,793
Total Expenditures	**$ 1,831,296**	**$ 1,346,865**	**42.94%**	**$ 3,136,785**	**$ 2,935,638**



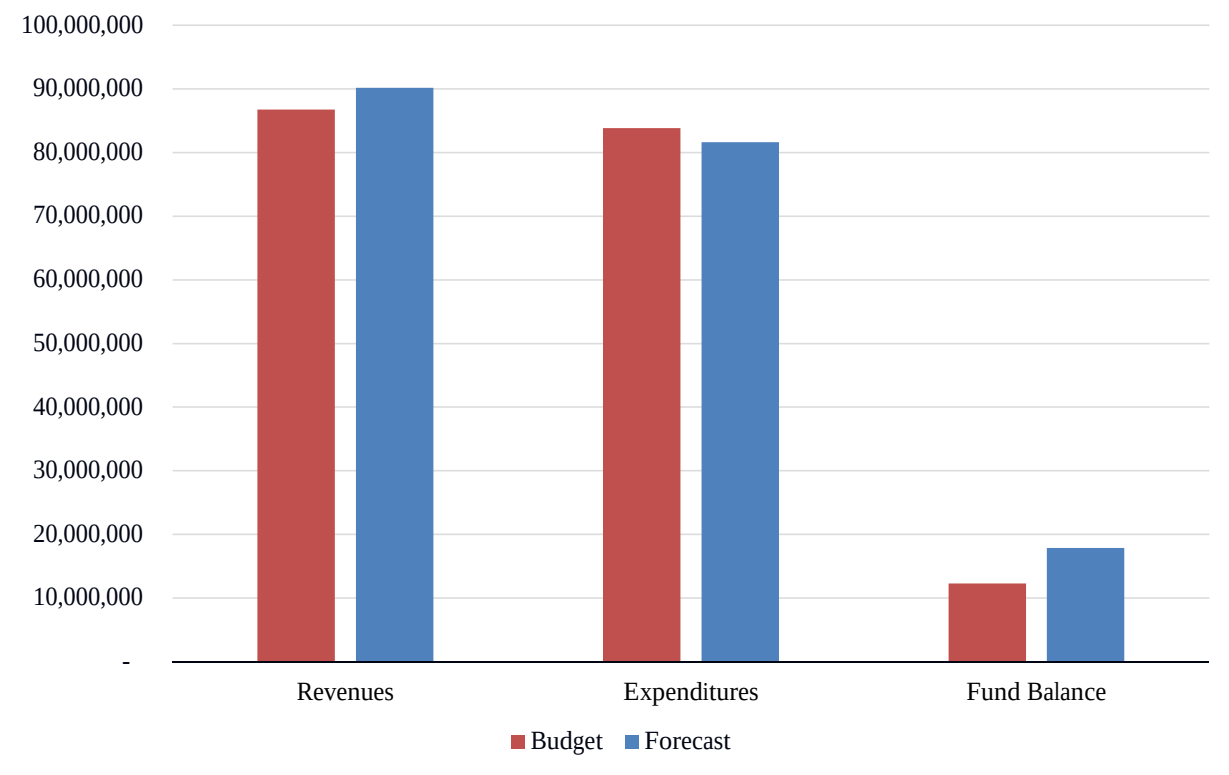
Revenue and Expense Report

Fiscal Year 2023-2024, Quarter 2

General Fund

General Fund revenues from all sources are projected to be $1,659,947 less than budgeted.

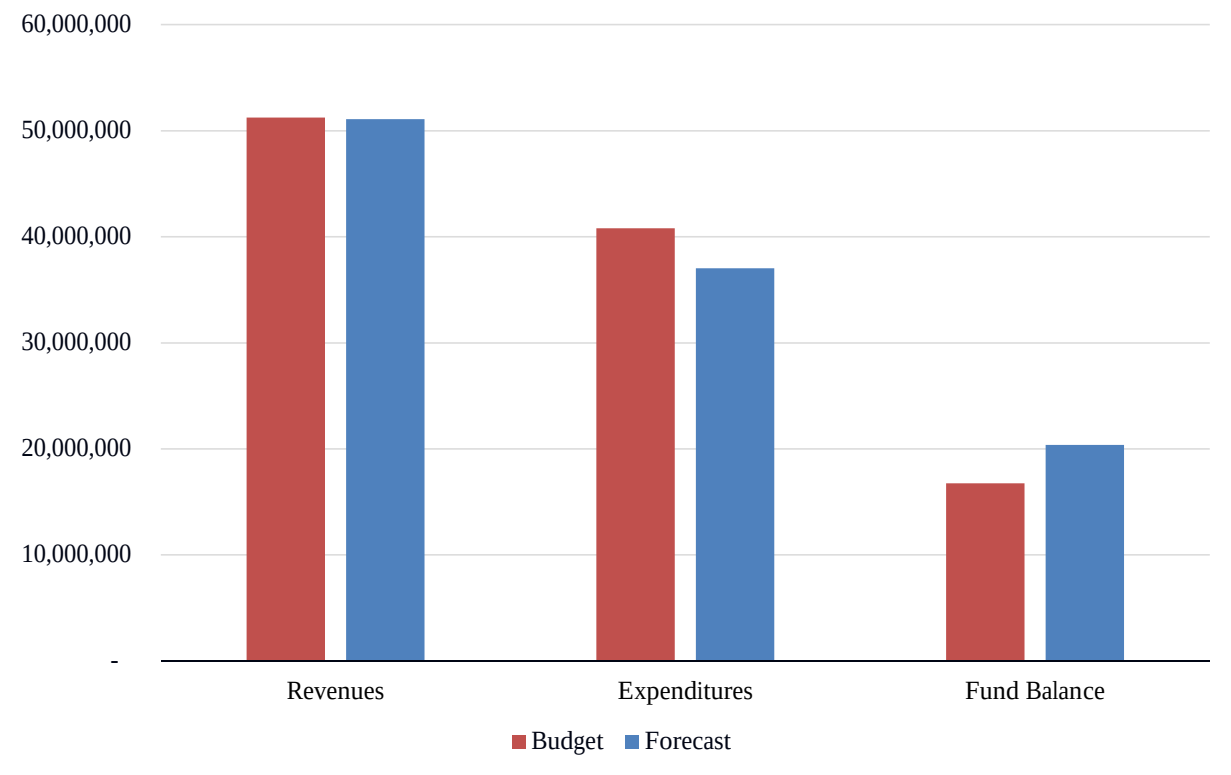
General Fund total expenditures excluding inter-fund transactions for the fiscal year are projected to be $2,217,863 less than budgeted.



Water Utility Fund

The Water Utility Fund revenues from all sources are projected to be $394,449 less than budgeted for the fiscal year.

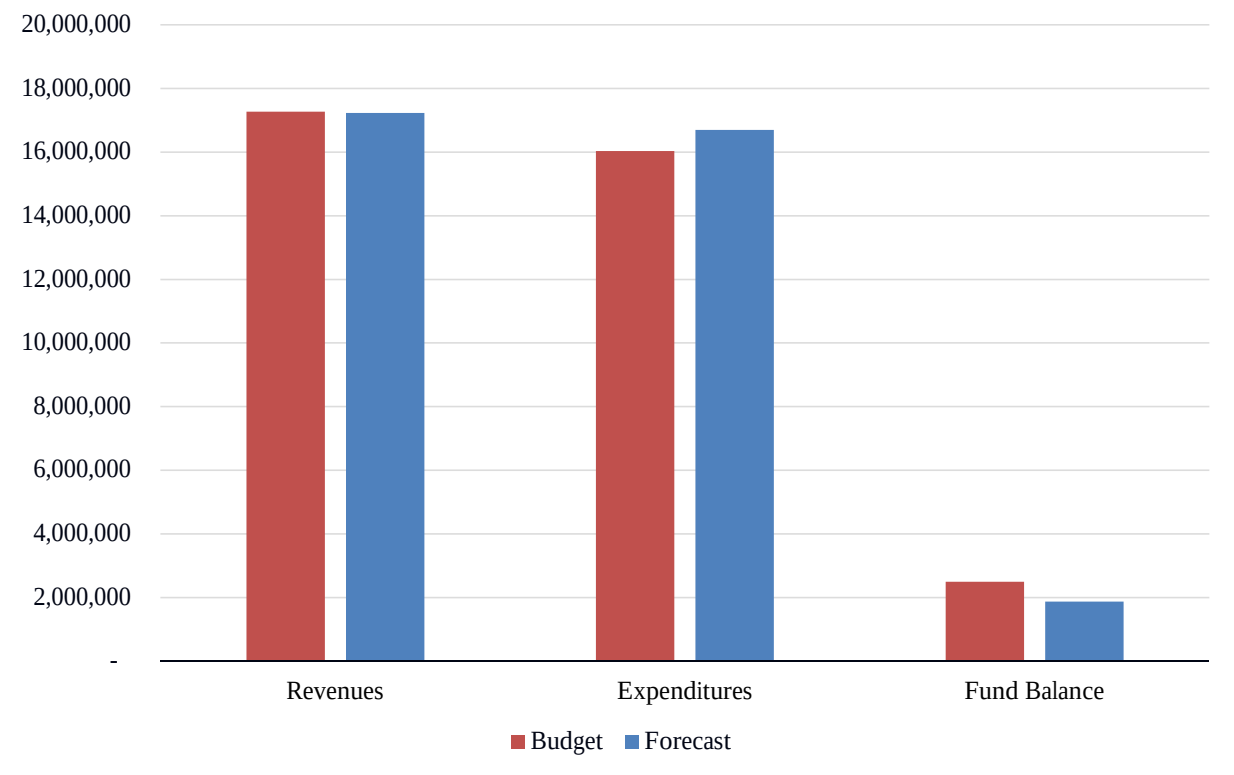
Total expenditures plus inter-fund transactions are projected to be $3,965,476 less than budgeted.



Solid Waste Fund

The Solid Waste Fund revenues from all sources are projected to be $382,363 less than budgeted for the fiscal year.

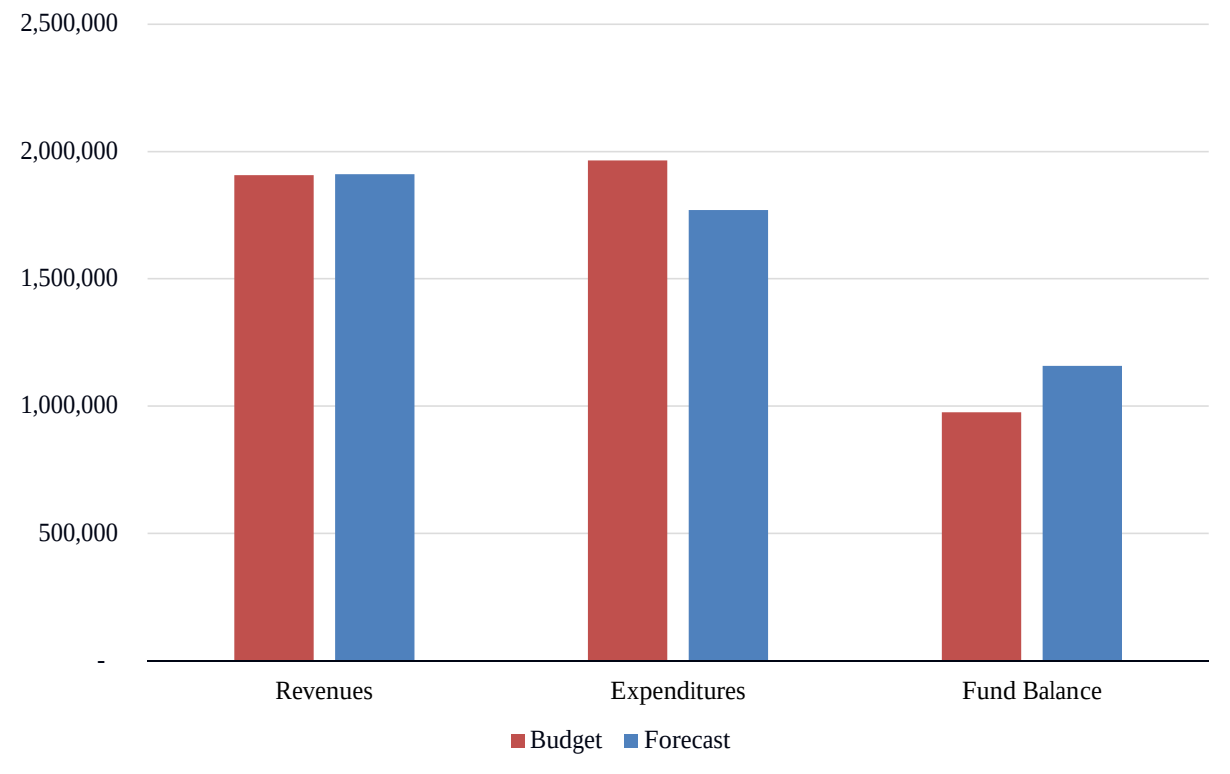
Solid Waste Fund total expenditures excluding inter-fund transactions for the fiscal year are projected to be $69,093 greater than budgeted.



Airport Fund

The Airport Fund revenues from all sources, including transfers from other funds, are projected to be $436,229 less than budgeted.

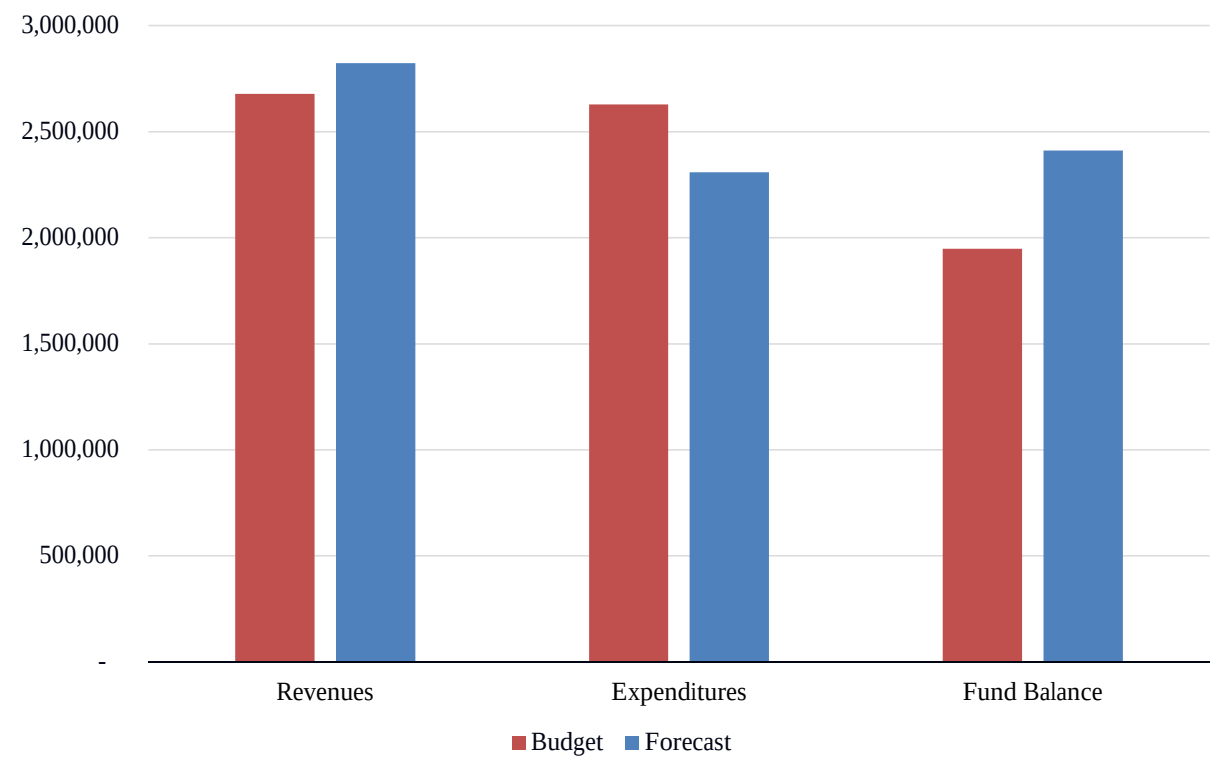
Airport Fund total expenditures plus inter-fund transactions for the fiscal year are projected to be $112,340 less than budgeted.



Development Services Fund

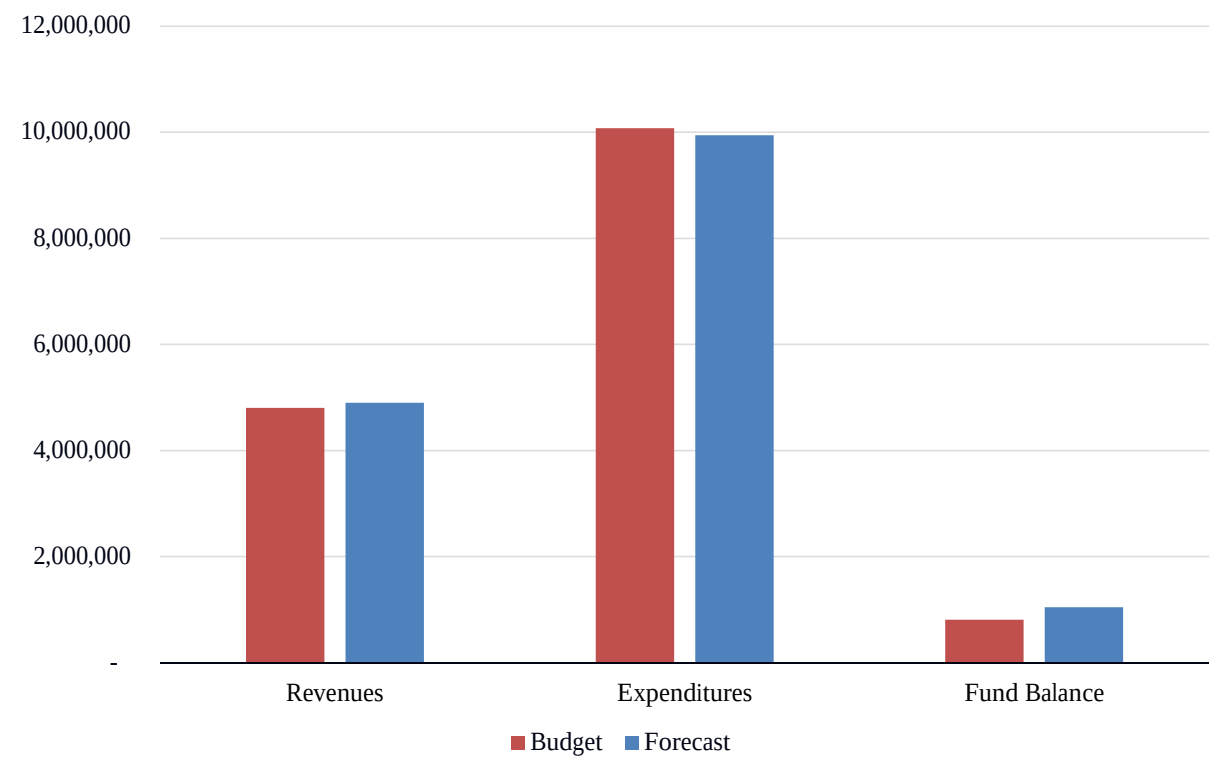
The Development Services Fund revenues from all sources are projected to be $61,731 more than budgeted for the fiscal year.

The Development Services Fund total expenditures plus inter-fund transactions for the fiscal year are projected to be $107,901 less than budgeted.



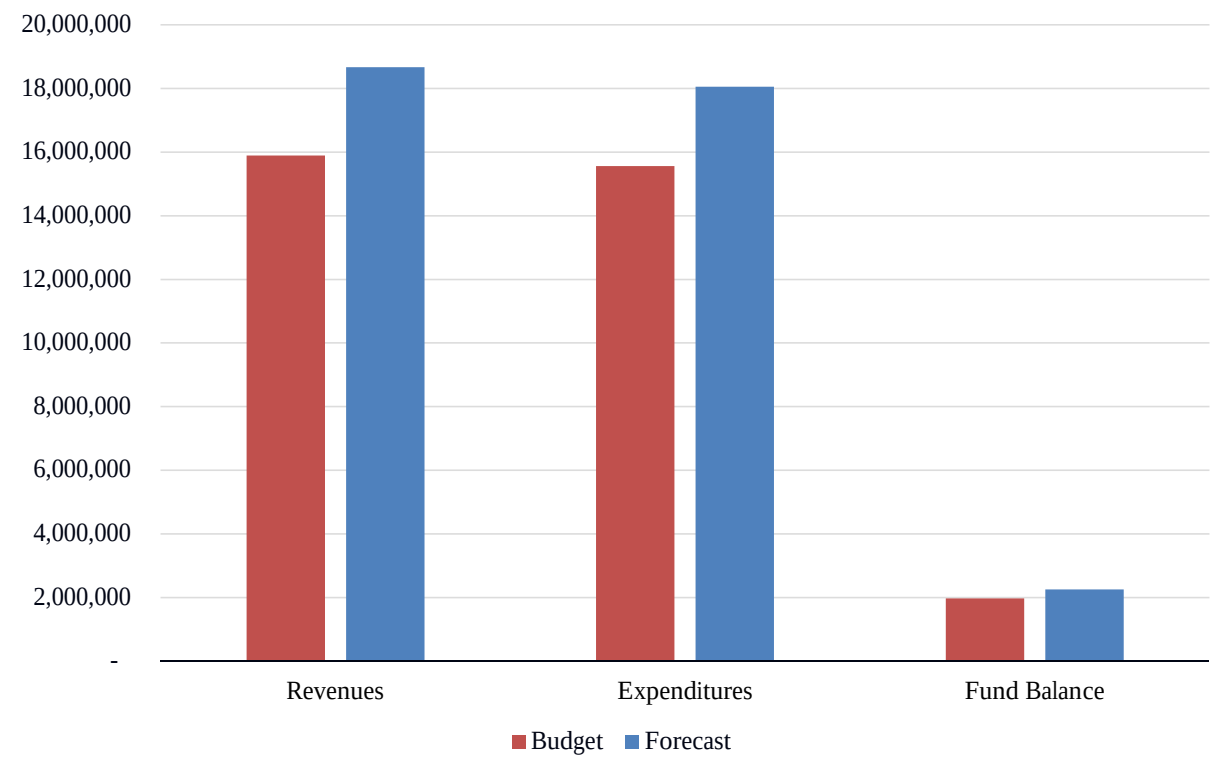
Hotel Occupancy Tax Fund

The Hotel Occupancy Tax Fund revenues are expected to be $427,114 less than budgeted, while expenses are expected to be $6,661 less than budgeted.



Employee Benefits Fund

The Employee Benefits Fund revenues are expected to be $245,786 more than budgeted, while expenses are expected to be $934,901 less than budgeted.



CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: M-2

Date: May 22, 2024

Subject: Request that the City Council consider authorizing the City Manager to award Bid No. 24-012 for the W.E. Winters Park Renovation to Paragon Construction & Associates to furnish all necessary materials, equipment, superintendence, and labor in an amount not to exceed $240,846.

Page: Page 1 of

Item Reference:

On Wednesday, April 17 and Wednesday, April 24, the City of Tyler opened bids to furnish all necessary materials, equipment, superintendence, and labor for the W.E. Winters Park Renovation. A non-mandatory pre-bid meeting was held on Tuesday, April 23 at 2 p.m. at W.E. Winters Park. Four bidders submitted bids: Casey Sloan Construction, Smith Builders & Developers, Crown Civil Construction, and Paragon Construction & Associates. Paragon Construction & Associates was the lowest bidder at $240,846.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to award Bid No. 24-012 for the W.E. Winters Park Renovation to Paragon Construction & Associates to furnish all necessary materials, equipment, superintendence, and labor in an amount not to exceed $240,846.

ATTACHMENTS:

WE Winters Park As Read Results and Bid Packets

Drafted/Recommended By:
Department Leader

Leanne Robinette, Director of Parks and Recreation

Edited/Submitted By:
City Manager

Purchasing Department
Bid "As Read Results"

City of Tyler Bid No. / Description: Labor for W.E. Winter's Park Renovation Parks / K.Nipp

Date Opened: April 30, 2024

	Vendor	Vendor	Vendor	Vendor	Vendor
	Paragon Construction	Smith Builders and Developers	Casey Stone Construction	Crown Civil Construction	
Unit Cost					
Total					
Bid Bond	✓	✓	✓	✓	
Addenda	✓	✓	✓	✓	
Base Bid	240,846.00	256,900.00	263,485.00	3 24,102.30	
Alternate 1	3 840.00	15,000.00	4500.00	1,800.00	
Alternate 2					
Alternate 3					
Base Bid + Alternates					

Purchasing Personnel in attendance:

Sherry Pettit, Purchasing Manager

Signature: Sherry Pettit

Gary Durham or Gina Elzea, Purchasing Agent

Signature: _____

BID DOCUMENTS

Casey Slone Construction
PO Box 1614
Marshall, TX 75671

W.E. Winters Park Renovation
Bid # 24-012

City of Tyler Finance Department
ATTN: Sherry Pettit
304 N Border Ave
Tyler, Texas 75702

BID DATE: April 30, 2024 @ 2:00pm

Casey Slone Construction, L.L.C.

ORIGINAL

City of Tyler

Bid # 24-012
W.E. Winters Park Renovation

City Council Chambers
ATTN: Sherry Pettit
212 North Bonner
Tyler, TX 75702

Due Date: Tuesday, April 30th 2024 @ 2:00pm

POST OFFICE BOX 1614 MARSHALL, TEXAS 75671-1614
(P) 903-503-3733 (E) casey@caseysloneconstruction.com
www.caseysloneconstruction.com

Casey Slone Construction, L.L.C.

W.E. Winters Park Renovation

Table of Contents

CONTRACT DOCUMENTS	PAGES
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Unit Price Bid Form	4
Bid Bond	3
Addenda Acknowledgement	1
Signature Page	1
CSC Certificate of Insurance	1

POST OFFICE BOX 1614 MARSHALL, TEXAS 75671-1614 (P) (903) 503-3733 (E) casey@caseysloneconstruction.com
www.caseysloneconstruction.com

Bid Proposal

Client: City of Tyler
Project: W.E. Winters Park
Date: 4.26.2024
Sht. GN-1 to CD-5

The following bid items to include all labor, tools, equipment, superintendence, materials and any other requisite necessary to perform the work stated in accordance with the plans & specifications, complete and in place.

Item #	Quantity/Unit	Item Description & Written Price	Unit Price	Total
1	LS	Mobilize for the Project, including but not limited to project start-up and delivery of equipment Eighteen thousand two hundred Dollars Zero Cents		18,200.00
2	LS	General Conditions, including but not limited to project management, supervision and administration Twenty thousand four hundred four Dollars Thirty Cents		20,404.30
3	LS	Site preparation, including but not limited to silt fencing, and tree protection, complete and in place per the plans and specifications Nine thousand five hundred Dollars Zero Cents		9,500.00
4	LS	Storm Water Pollution Prevention Plan and Erosion Control Elements, including but not limited to inlet protection, construction fencing, construction entrance and erosion silt fence Six thousand five hundred fifty-two Dollars Zero Cents		6,552.00
5	LS	Demolition items, including but not limited to the removal and disposal of existing sidewalk, border and gravel, water fountain, and benches. Eleven thousand eighty-eight Dollars Zero Cents		11,088.00
6	LS	Demolition of playground equipment, including but not limited to the removal and disposal of all playground elements. Three thousand two hundred fifty Dollars Zero Cents		3,250.00
7	LS	Rough Site Grading, including but not limited to excavation and backfill Six thousand seven hundred twenty Dollars Zero Cents		6,720.00
8	LS	Finish Site Grading, including but not limited to final grading for paving, concrete slabs, and other misc. areas Three thousand nine hundred twenty Dollars Zero Cents		3,920.00

Item #	Quantity/Unit	Item Description & Written Price	Unit Price	Total
9	664 LF	6' Wide Concrete Trail (CD-2, Detail 6), including but not limited to excavation, subgrade preparation, reinforcing steel, concrete, saw joints, longitudinal butt joints, and expansion joints, complete and in place per the plans and specifications Eighty-eight Dollars Thirty-three Cents	88.33	58,651.12
10	82 LF	Playground Sidewalk Drop Ledge (CD-2, Detail 7), including but not limited to excavation, subgrade preparation, reinforcing steel, concrete, saw joints, longitudinal butt joints, and expansion joints, complete and in place per the plans and specifications Seventy-three Dollars Six Cents	73.06	5,990.92
11	73 LF	Decomposed Granite Concrete Border (CD-3, Detail 8), including but not limited to excavation, subgrade preparation, reinforcing steel, concrete, saw joints, longitudinal butt joints, and expansion joints, complete and in place per the plans and specifications Thirty-three Dollars Thirty-two Cents	33.32	2,432.36
12	102 LF	Concrete Playground Retaining Wall (CD-3, Detail 4), including but not limited to excavation, subgrade preparation, reinforcing steel, concrete, saw joints, longitudinal butt joints, and expansion joints, complete and in place per the plans and specifications Eighty-seven Dollars Eighty-four Cents	87.84	8,959.68
13	1,479 SF	4" Concrete Pavement, including but not limited to excavation, subgrade preparation, reinforcing steel, concrete, saw joints, longitudinal butt joints, and expansion joints, complete and in place per the plans and specifications Seventeen Dollars Fifty-three Cents	17.53	25,926.87
14	1 EA	Concrete ADA Playground Ramp (CD-3, Detail 1), including but not limited to excavation, subgrade preparation, reinforcing steel, concrete, saw joints, longitudinal butt joints, and expansion joints, complete and in place per the plans and specifications, complete and in place per the plans and specifications Three thousand three hundred sixty Dollars Zero Cents	3,360.00	3,360.00

Item #	Quantity/Unit	Item Description & Written Price	Unit Price	Total
15	778 SF	4" Crushed Decomposed Granite Paving (CD-3, Detail 2), including but not limited to excavation, subgrade preparation and compaction per plans and specifications, complete and in place per the plans and specifications, complete and in place per the plans and specifications Two Dollars Sixty-one Cents	2.61	2,030.58
16	LS	Provide and Install NDS 12"x12" Catch Basin, 33.5 LF of 6" Courrugated Drain Pipe and 40 SF of River Rock with Steel Edging, including but not limited to excavation, subgrade preparation, gravel, filter fabric, and connections joints Six thousand seven hundred twenty Dollars Zero Cents		6,720.00
17	LS	Provide and Install Playgroung Drainage with 49 LF of playground french drain (CD-4, Detail 4), 24 LF of 4" Perforated S&D pipe, associated aggregate infill and Concrete End Treatment (CD-4, Detail 5), including but not limited to excavation, subgrade preparation, reinforcing steel, concrete, gravel, filter fabric, and connections joints Eight thousand two hundred eighty-eight Dollars Zero Cents		8,288.00
18	1 EA	Concrete Sidewalk Cross Drain (CD-2, Detail 8-9) and 1 CY of 6" Rip Rap, including but not limited to excavation, subgrade preparation, reinforcing steel, concrete, saw joints, longitudinal butt joints, and expansion joints Four thousand three hundred twelve Dollars Zero Cents	4,312.00	4,312.00
19	2,047 SF	Subgrade preparation and installation of compacted aggregate for playground area, per plans and specifications (CD-3, Detail 3) Eight Dollars Thirteen Cents	8.13	16,642.11
20	6,764 SF	Sodding of disturbed areas with Zosia sod, including but not limited to purchase, delivery, bed prep, planting and warranty in accordance with the plans and specifications Zero Dollars Ninety Cents	.90	6,087.60

Item #	Quantity/Unit	Item Description & Written Price	Unit Price	Total
21	14,738 SF	Hydromulch of disturbed areas with Common Bermuda sod, including but not limited to purchase, delivery, bed prep, planting and warranty in accordance with the plans and specifications Zero Dollars Seventeen Cents	.17	2,505.46
22	3 EA	15-Gal Eastern Redbud, including but not limited to purchase, delivery, bed prep, planting and warranty in accordance with the plans and specifications Four hundred forty-eight Dollars Zero Cents	448.00	1,344.00
23	LS	Installation of City provided site furniture included but not limited to picnic tables, bench, and trash receptical, and any required concrete footings (CD-3, Detail 8) Two thousand eight hundred Dollars Zero Cents		2,800.00
24	AL	Materials Testing and Contingency Allowance $27,800 Dollars Cents	$27,800.00	$27,800.00
Total Base Bid		Two hundred sixty-three thousand four hundred eighty-five Dollars Zero Cents		263,485 Dollars .00 Cents

Add Alternate

1	LS	Diassemble the playground to for reuse. Four thousand five hundred Dollars Zero Cents		4,500.00
Total Bid Alternate				$ 4,500 Dollars .00 Cents

Unit prices listed in the bid form will serve as the basis for any change or field orders issued during the course of the project. It is imperative that these unit prices accurately reflect the cost of materials, labor, and overhead. Any deviations from the bid form unit prices must be mutually agreed upon in writing by both parties prior to implementation. Contractors are advised to carefully review and verify all unit prices before submission, as they will be binding throughout the project duration

Name of Bidder: Casey Slone Construction Authorized Signature:

Printed Name: Casey Slone Title President Date: 4/30/2024

MHS
PLANNING & DESIGN

212 W. Ninth Street • Tyler, Texas 75701 • (903) 597-6606 • Fax (903) 597-0517

W. E. Winters Park – City of Tyler

Addendum Acknowledgement

I ACKNOWLEDGE RECEIPT OF THE FOLLOWING ADDENDUMS:

ADDENDUM NO. 1 DATED: 4/26/2024

ADDENDUM NO. _____ DATED: _____

ADDENDUM NO. _____ DATED: _____

ADDENDUM NO. _____ DATED: _____

NAME OF BIDDER: Casey Slone Construction

AUTHORIZED SIGNATURE: [signature] President

PRINTED NAME: Casey Slone

TITLE: President

DATE: April 30, 2024

IT IS THE RESPONSIBILITY OF THE FIRM TO ENSURE THAT THEY HAVE RECEIVED ADDENDUMS ISSUED.

CONTACT CITY OF TYLER PRIOR TO SUBMITTING YOUR BID TO ENSURE THAT YOU HAVE RECEIVED ALL ADDENDUMS.

[*Insert bidder's name here*] certifies that the unit prices shown on this complete computer print-out for all the bid items and alternates contained in this proposal are the unit prices intended and that its bid will be tabulated using these unit prices and no other information from this print-out. [*Insert bidder's name here*] acknowledges and agrees that the total bid amount shown will be read as its total bid and further agrees that the official total bid amount will be determined by multiplying the unit bid prices shown in this print-out by the respective estimated quantities shown in the City of Tyler issued proposal and totaling all of the extended amounts.

Typed Name: Casey Slone
Title: President
Signature:
Date: April 30, 2024

3.14 SIGNATURE REQUIREMENTS OF PROPOSAL

1. If a proposal is submitted by an **individual**, the proposal must be signed by the individual or the individual's duly authorized agent.
2. If the proposal is submitted by a **firm, association, partnership or company**, the name and address of each member must be given and the proposal signed by a member of the firm, association, partnership, company or person duly authorized.
3. If the proposal is submitted by a **corporation**, the company or corporate name and address must be given and the proposal signed by an official or duly authorized agent and sealed with the corporate seal. Powers of attorney authorizing agents or others to sign proposals must be properly certified and must be in writing and submitted with the proposal.

3.15 FILING OF BID PACKAGES

No bid package will be considered unless it is received in the Water Utilities Administrative Office, Tyler, Texas within the time limit for receiving bid packages as stated in the advertisement. Each bid package must be in a sealed envelope, plainly marked with the word "proposal", and the project name and time and date the bid package is to be opened as designated in the ***Notice to Bidders***.

The bid package must consist of the following items to be considered complete:

1. Acknowledgment of all addenda
2. ***Proposal***
3. ***Bid Bond***

Any bid package received without each of the required items may be rejected and may not be read at the bid opening.

CONTRACTORS building public streets and drainage, water and/or sewer facilities (not including specialty work such as pipeline camera inspection, interior lining of pipes, etc.) shall have a fully executed ***Contractor's Qualification Statement*** on file with the **CITY** prior to bid opening or include it as part of the **CONTRACTOR'S** bid package. Forms are available for download at https://www.cityoftyler.org/government/departments/engineering-services/engineering-and-construction-standards. **CONTRACTORS** performing any other type of work (i.e., not public streets, drainage or utilities) are not required to have a ***Contractor's Qualification***

Section 6 BID BOND

Check Here if this Section is NOT Used ☐

THE STATE OF TEXAS §
§ **BID BOND**
COUNTY OF SMITH §

THAT, Casey Slone Construction, LLC [*contractor*], as **PRINCIPAL**, and Travelers Casualty and Surety Company of America [*surety*], as **SURETY**, acknowledge their indebtedness and are held and firmly bound unto the City of Tyler (**CITY**), Texas in Smith County, as **OBLIGEE**, in the amount of Five Percent of Greatest Amount Bid [*insert figure using written words*], ($ 5% GAB) [*insert numerical figure*] payable to the City of Tyler, Texas for the payment of which, the said **PRINCIPAL** (Contractor) and **SURETY** bind themselves, and their heirs, administrators, executors, successors, legal representatives, and assigns, jointly and severally, firmly by these presents.

PRINCIPAL (Contractor) is about to submit to **OBLIGEE** (City) a bid or proposal for:

City of Tyler Bid Number	Bid # 24-012
Project Name	W.E Winters Park

in accordance with plans and specifications filed in **OBLIGEE'S** (City's) office and under the Request for Quotation (RFQ) / Request for Proposal (RFP) / Invitation to Bid therefor.

NOW THEREFORE:
THE CONDITION OF THIS OBLIGATION IS THAT IF:

1) the bid or proposal is rejected, or
2) the bid or proposal of **PRINCIPAL** (Contractor) is accepted; and
   a. the contract for the work is awarded to **PRINCIPAL** (Contractor) by **OBLIGEE** (City),
   b. **PRINCIPAL** (Contractor) enters into a written contract in the form of contract provided in these contract documents (properly completed in accordance with the bid),
   c. **PRINCIPAL** (Contractor) furnishes a ***Performance and Maintenance Bond*** for the performance of the work as required by law and/or the AGREEMENT,
   d. **PRINCIPAL** (Contractor) furnishes a ***Payment Bond*** for the payment of all persons performing labor or furnishing materials in connection therewith as required by law and/or the AGREEMENT, and
   e. **PRINCIPAL** (Contractor) in all other respects performs the agreement created by the acceptance of the bid,

then this obligation will be null and void; otherwise, subject to the following limitation, it will remain in full force and effect.

The limitation referred to above is that surety, in any event, will not be liable for a greater amount than the difference between the amount of principal's bid or proposal and the lowest amount in excess of that bid or proposal for which **CITY** may be able to award the contract within a reasonable time.
The **SURETY**, for value received, hereby stipulates and agrees that the obligations of said

SURETY and its Bond shall be in no way impaired or affected by any extension of the time within which the **OBLIGEE** (City) may accept such bid; and said **SURETY** does hereby waive notice of any such extension.

I (WE) CERTIFY that the **SURETY** is registered by the State Board of Insurance to conduct business in the State of Texas, and acceptable according to the latest list of companies holding Certificates of Authority from the Secretary of the Treasury of the United States, shown on the Treasury List.

I (WE) CERTIFY that the **SURETY** has reviewed the financial condition of the **PRINCIPAL** and the **PRINCIPAL'S** qualification to perform the work required by this project.

IN WITNESS WHEREOF the **PRINCIPAL** (Contractor) and **SURETY** have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, the day and year set forth below.

Signed this 30th day of April, 20 24.

BOND NUMBER: Bid Bond

PRINCIPAL (Contractor)	**SURETY**
Casey Slone Construction, LLC	Travelers Casualty and Surety Company of America
Printed Name of Principal	Printed Name of Surety
7128 IH 20 N Service Rd W Hallsville, TX 75650	1 Tower Square Hartford, CT 06183
Physical Address	Physical Address
PO BOX 1614 Marshall, TX 75671	1 Tower Square Hartford, CT 06183
Mailing Address	Mailing Address
903-503-3733	1-800-842-8496
Telephone Number	Telephone Number
By: Casey Slone	By: Cindy Rodriguez
Signature	Signature Cindy Rodriguez
President	Attorney-in-Fact
Title	Title
	SURETY'S SEAL:

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Cindy Rodriguez** of **ROCKWALL**, **Texas**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January, 2019.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **17th** day of **January, 2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **30th** day of **April**, **2024**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/12/2024

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

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

PRODUCER Bockmon, Knight & Traylor Insurance Agency 450 E Loop 281 Ste C-1 Longview TX 75605	CONTACT NAME: Kelly Lester PHONE (A/C, No, Ext): (903) 234-8505 FAX (A/C, No): (903) 234-8717 E-MAIL ADDRESS: kellylester@bockmoninsurance.com
INSURED Casey Slone Construction, LLC P O Box 1614 Marshall TX 75671	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Continental Casualty Company INSURER B : Continental Insurance Company INSURER C : Texas Mutual Insurance Company INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** CL2411216082 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		6079700932	01/13/2024	01/13/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		BUA 6079700929	01/13/2024	01/13/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			6079700915	01/13/2024	01/13/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001206261	11/10/2023	11/10/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Conrtactor's Equipment - Leased/Rented Equipment			6079700932	01/13/2024	01/13/2025	$50,000 $50,000 $1,000	Limit Per Occ Limit Per Item Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket Additional Insured and Waiver of Subrogation are included on the General Liability & Auto Liability policies when required by written contract between the insured and the certificate holder.

CERTIFICATE HOLDER

City of Tyler
PO BOX 2039
Tyler TX 75710

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Danny Bockmon

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Crown
CIVIL CONSTRUCTION
P.O. Box 7966
Tyler, Texas 75711

City of Tyler
212 North Bonner
Tyler, TX 75702

ATTN: SHERRY PETTIT

BID PROPOSAL

Bid Proposal

Client: City of Tyler
Project: W.E. Winters Park
Date: 4.26.2024
Sht. GN-1 to CD-5

The following bid items to include all labor, tools, equipment, superintendence, materials and any other requisite necessary to perform the work stated in accordance with the plans & specifications, complete and in place.

Item #	Quantity/Unit	Item Description & Written Price	Unit Price	Total
1	LS	Mobilize for the Project, including but not limited to project start-up and delivery of equipment SEVENTEEN THOUSAND Dollars No Cents	17,000 00	17,000 00
2	LS	General Conditions, including but not limited to project management, supervision and administration FIVE THOUSAND Dollars No Cents	5,000 00	5,000 00
3	LS	Site preparation, including but not limited to silt fencing, and tree protection, complete and in place per the plans and specifications TWELVE THOUSAND Dollars NO CENTS Cents	12,000 00	12,000 00
4	LS	Storm Water Pollution Prevention Plan and Erosion Control Elements, including but not limited to inlet protection, construction fencing, construction entrance and erosion silt fence FIFTEEN THOUSAND Dollars No Cents	15,000 00	15,000 00
5	LS	Demolition items, including but not limited to the removal and disposal of existing sidewalk, border and gravel, water fountain, and benches. TWENTY FIVE THOUSAND Dollars No Cents	25,000 00	25,000 00
6	LS	Demolition of playground equipment, including but not limited to the removal and disposal of all playground elements. ONE THOUSAND Dollars No Cents	1,000 00	1,000 00
7	LS	Rough Site Grading, including but not limited to excavation and backfill TWENTY FIVE THOUSAND Dollars No Cents	25,000 00	25,000 00
8	LS	Finish Site Grading, including but not limited to final grading for paving, concrete slabs, and other misc. areas EIGHT THOUSAND Dollars No Cents	8,000 00	8,000 00

Item #	Quantity/Unit	Item Description & Written Price	Unit Price	Total
9	664 LF	6' Wide Concrete Trail (CD-2, Detail 6), including but not limited to excavation, subgrade preparation, reinforcing steel, concrete, saw joints, longitudinal butt joints, and expansion joints, complete and in place per the plans and specifications ONE HUNDRED SEVENTEEN Dollars No Cents	117.00	77,688.00
10	82 LF	Playground Sidewalk Drop Ledge (CD-2, Detail 7), including but not limited to excavation, subgrade preparation, reinforcing steel, concrete, saw joints, longitudinal butt joints, and expansion joints, complete and in place per the plans and specifications TWENTY THREE Dollars No Cents	23.00	1,886.00
11	73 LF	Decomposed Granite Concrete Border (CD-3, Detail 8), including but not limited to excavation, subgrade preparation, reinforcing steel, concrete, saw joints, longitudinal butt joints, and expansion joints, complete and in place per the plans and specifications NINETY Dollars No Cents	90.00	6,570.00
12	102 LF	Concrete Playground Retaining Wall (CD-3, Detail 4), including but not limited to excavation, subgrade preparation, reinforcing steel, concrete, saw joints, longitudinal butt joints, and expansion joints, complete and in place per the plans and specifications ONE HUNDRED SEVENTY FIVE Dollars No Cents	175.00	17,850.00
13	1,479 SF AWRSR AWRSR	4" Concrete Pavement, including but not limited to excavation, subgrade preparation, reinforcing steel, concrete, saw joints, longitudinal butt joints, and expansion joints, complete and in place per the plans and specifications ~~ONE HUNDRED~~ NINETEEN Dollars ~~]~~ FIFTY Cents	19.50 ~~]~~ AWRSR	28,840.50 ~~]~~ AWRSR.
14	1 EA	Concrete ADA Playground Ramp (CD-3, Detail 1), including but not limited to excavation, subgrade preparation, reinforcing steel, concrete, saw joints, longitudinal butt joints, and expansion joints, complete and in place per the plans and specifications, complete and in place per the plans and specifications TWO THOUSAND Dollars No Cents	2,000.00	2,000.00

Item #	Quantity/Unit	Item Description & Written Price	Unit Price	Total
15	778 SF	4" Crushed Decomposed Granite Paving (CD-3, Detail 2), including but not limited to excavation, subgrade preparation and compaction per plans and specifications, complete and in place per the plans and specifications SIX Dollars NO Cents	6.00	4,668.00
16	LS	Provide and Install NDS 12"x12" Catch Basin, 33.5 LF of 6" Courrugated Drain Pipe and 40 SF of River Rock with Steel Edging, including but not limited to excavation, subgrade preparation, gravel, filter fabric, and connections joints TWENTY FIVE HUNDRED Dollars NO Cents	2,500.00	2,500.00
17	LS	Provide and Install Playgroung Drainage with 49 LF of playground french drain (CD-4, Detail 4), 24 LF of 4" Perforated S&D pipe, associated aggregate infill and Concrete End Treatment (CD-4, Detail 5), including but not limited to excavation, subgrade preparation, reinforcing steel, concrete, gravel, filter fabric, and connections joints THIRTY FIVE HUNDRED Dollars NO Cents	3,500.00	3,500.00
18	1 EA	Concrete Sidewalk Cross Drain (CD-2, Detail 8-9) and 1 CY of 6" Rip Rap, including but not limited to excavation, subgrade preparation, reinforcing steel, concrete, saw joints, longitudinal butt joints, and expansion joints FOUR THOUSAND Dollars NO Cents	4,000.00	4,000.00
19	2,047 SF	Subgrade preparation and installation of compacted aggregate for playground area, per plans and specifications (CD-3, Detail 3) FIVE Dollars NO Cents	5.00	10,235.00
20	6,764 SF	Sodding of disturbed areas with Zosia sod, including but not limited to purchase, delivery, bed prep, planting and warranty in accordance with the plans and specifications ONE Dollars FORTY Cents	1.40	9,469.60

Item #	Quantity/Unit	Item Description & Written Price	Unit Price	Total
21	14,738 SF	Hydromulch of disturbed areas with Common Bermuda sod, including but not limited to purchase, delivery, bed prep, planting and warranty in accordance with the plans and specifications NO Dollars FORTY Cents	0 40	5,895 20
22	3 EA	15-Gal Eastern Redbud, including but not limited to purchase, delivery, bed prep, planting and warranty in accordance with the plans and specifications FOUR HUNDRED Dollars NO Cents	400 00	1,200 00
23	LS	Installation of City provided site furniture included but not limited to picnic tables, bench, and trash receptical, and any required concrete footings (CD-3, Detail 8) TWELVE THOUSAND Dollars NO Cents	12,000 00	12,000 00
24	AL	Materials Testing and Contingency Allowance $27,800 Dollars Cents	$27,800.00	$27,800.00
Total Base Bid		$ 324,102 Dollars 30 Cents		

THREE HUNDRED TWENTY FOUR THOUSAND ONE HUNDRED TWO DOLLARS AND THIRTY CENTS

Add Alternate

1	LS	Diassemble the playground to for reuse. EIGHTEEN HUNDRED Dollars NO Cents	1,800 00	1,800 00
Total Bid Alternate		$ 1,800 Dollars NO Cents		

EIGHTEEN HUNDRED DOLLARS NO CENTS

Unit prices listed in the bid form will serve as the basis for any change or field orders issued during the course of the project. It is imperative that these unit prices accurately reflect the cost of materials, labor, and overhead. Any deviations from the bid form unit prices must be mutually agreed upon in writing by both parties prior to implementation. Contractors are advised to carefully review and verify all unit prices before submission, as they will be binding throughout the project duration

Name of Bidder: CROWN CIVIL CONSTRUCTION CORP. Authorized Signature: Art Reilly SR

Printed Name: ART REILLY SR. Title VP Date: 04/30/2024

MHS
PLANNING & DESIGN

212 W. Ninth Street • Tyler, Texas 75701 • (903) 597-6606 • Fax (903) 597-0517

W. E. Winters Park – City of Tyler

Addendum Acknowledgement

I ACKNOWLEDGE RECEIPT OF THE FOLLOWING ADDENDUMS:

ADDENDUM NO. 1 DATED: 04-26-2024

ADDENDUM NO. _____ DATED: _____

ADDENDUM NO. _____ DATED: _____

ADDENDUM NO. _____ DATED: _____

NAME OF BIDDER: Crown Civil Construction Corp.

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: Art Reilly Sr.

TITLE: VP

DATE: 04-30-2024

IT IS THE RESPONSIBILITY OF THE FIRM TO ENSURE THAT THEY HAVE RECEIVED ADDENDUMS ISSUED.

CONTACT CITY OF TYLER PRIOR TO SUBMITTING YOUR BID TO ENSURE THAT YOU HAVE RECEIVED ALL ADDENDUMS.

Purchasing Department
Bid Opening List

Bid Openings

Date: April 30, 2024

Bid Number / Description

1. 24-012 Labor for W.E. Winter's Park Renovation Parks / K.Nipp

MARKEL

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Crown Civil Construction Corp. as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 2103 CityWest Blvd., Suite 1300 Houston, TX 77042, as surety, hereinafter called the "Surety," are held and firmly bound unto City of Tyler as obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for W.E Winters Park.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 29 day of April, 2024.

Principal: Crown Civil Construction Corp

By: Art Reilly SR
Signature

Name: Art Reilly SR

Title: VP

SureTec Insurance Company

By: Stacie M. Stollery
Signature

Name: Stacie M Stollery
Attorney-in-Fact

The Rider(s) Attached Hereto Is/Are Incorporated in the Bond and Contains Important Coverage Information and Limitations

POA #: 4221270

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Michael J. Bosworth, Rebecca G. Smith, Kellie Underwood, Stacie M. Stollery

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Two Million and 00/100 Dollars ($2,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 28th day of March, A.D. 2023.

SURETEC INSURANCE COMPANY

By: _____
Michael C. Keimig, President

State of Texas ss:
County of Harris

On this 28th day of March, A.D. 2023 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

TANYA SNEED
Notary Public State of Texas
Commission # 128571231
Commission Expires 03/30/2027

_____
Tanya Sneed, Notary Public
My commission expires March 30, 2027

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this _____ day of _____, A.D.

_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4221270
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at
PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

Exclusion of Liability for
Mold, Mycotoxins, Fungi & Environmental Hazards

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

PARAGON CONSTRUCTION & ASSOCIATES

W.E. Winters Park Renovation
Bid Number: 24-012
ATTN: Sherry Pettit

Bid Proposal

Client: City of Tyler
Project: W.E. Winters Park
Date: 4.26.2024
Sht. GN-1 to CD-5

The following bid items to include all labor, tools, equipment, superintendence, materials and any other requisite necessary to perform the work stated in accordance with the plans & specifications, complete and in place.

Item #	Quantity/Unit	Item Description & Written Price	Unit Price	Total
1	LS	Mobilize for the Project, including but not limited to project start-up and delivery of equipment Eleven Thousand Fifty Five Dollars Zero Cents	$11,055/LS	$11,055
2	LS	General Conditions, including but not limited to project management, supervision and administration Sixty Three Thousand Four Hundred Forty Four Dollars Zero Cents	$63,444/LS	$63,444
3	LS	Site preparation, including but not limited to silt fencing, and tree protection, complete and in place per the plans and specifications Eight Thousand Dollars Zero Cents	$8,000/LS	$8,000
4	LS	Storm Water Pollution Prevention Plan and Erosion Control Elements, including but not limited to inlet protection, construction fencing, construction entrance and erosion silt fence Seven Thousand Five Hundred Eighty Six Dollars Zero Cents	$7,586/LS	$7,586
5	LS	Demolition items, including but not limited to the removal and disposal of existing sidewalk, border and gravel, water fountain, and benches. Fifteen Thousand Five Hundred Sixty Three Dollars Zero Cents	$15,563/LS	$15,563
6	LS	Demolition of playground equipment, including but not limited to the removal and disposal of all playground elements. Three Thousand Eight Hundred Forty Dollars Zero Cents	$3,840/LS	$3,840
7	LS	Rough Site Grading, including but not limited to excavation and backfill Five Thousand Dollars Zero Cents	$5,000/LS	$5,000
8	LS	Finish Site Grading, including but not limited to final grading for paving, concrete slabs, and other misc. areas Two Thousand Dollars Zero Cents	$2,000/LS	$2,000

Item #	Quantity/Unit	Item Description & Written Price	Unit Price	Total
9	664 LF	6' Wide Concrete Trail (CD-2, Detail 6), including but not limited to excavation, subgrade preparation, reinforcing steel, concrete, saw joints, longitudinal butt joints, and expansion joints, complete and in place per the plans and specifications Thirty Eight Thousand Eight Hundred Ten Dollars Zero Cents	$58.45/LF	$38,810
10	82 LF	Playground Sidewalk Drop Ledge (CD-2, Detail 7), including but not limited to excavation, subgrade preparation, reinforcing steel, concrete, saw joints, longitudinal butt joints, and expansion joints, complete and in place per the plans and specifications Two Thousand Six Hundred Forty Eight Dollars Zero Cents	$32.29/LF	$2,648
11	73 LF	Decomposed Granite Concrete Border (CD-3, Detail 8), including but not limited to excavation, subgrade preparation, reinforcing steel, concrete, saw joints, longitudinal butt joints, and expansion joints, complete and in place per the plans and specifications Two Thousand One Hundred Seventeen Dollars Zero Cents	$29/LF	$2,117
12	102 LF	Concrete Playground Retaining Wall (CD-3, Detail 4), including but not limited to excavation, subgrade preparation, reinforcing steel, concrete, saw joints, longitudinal butt joints, and expansion joints, complete and in place per the plans and specifications Six Thousand Eighteen Dollars Zero Cents	$59/LF	$6,018
13	1,479 SF	4" Concrete Pavement, including but not limited to excavation, subgrade preparation, reinforcing steel, concrete, saw joints, longitudinal butt joints, and expansion joints, complete and in place per the plans and specifications Ten Thousand Two Hundred Five Dollars Zero Cents	$6.90/SF	$10,205
14	1 EA	Concrete ADA Playground Ramp (CD-3, Detail 1), including but not limited to excavation, subgrade preparation, reinforcing steel, concrete, saw joints, longitudinal butt joints, and expansion joints, complete and in place per the plans and specifications, complete and in place per the plans and specifications Two Thousand Seven Hundred Fifty Dollars Zero Cents	$2,750/EA	$2,750

Item #	Quantity/Unit	Item Description & Written Price	Unit Price	Total
15	778 SF	4" Crushed Decomposed Granite Paving (CD-3, Detail 2), including but not limited to excavation, subgrade preparation and compaction per plans and specifications, complete and in place per the plans and specifications, complete and in place per the plans and specifications FourThousandSevenHundred FiftyNine Dollars Zero Cents	$6.12/SF	$4,759
16	LS	Provide and Install NDS 12"x12" Catch Basin, 33.5 LF of 6" Courrugated Drain Pipe and 40 SF of River Rock with Steel Edging, including but not limited to excavation, subgrade preparation, gravel, filter fabric, and connections joints Three Thousand Nine Hundred Dollars Zero Cents	$3,900/LS	$3,900
17	LS	Provide and Install Playgroung Drainage with 49 LF of playground french drain (CD-4, Detail 4), 24 LF of 4" Perforated S&D pipe, associated aggregate infill and Concrete End Treatment (CD-4, Detail 5), including but not limited to excavation, subgrade preparation, reinforcing steel, concrete, gravel, filter fabric, and connections joints One Thousand Eight Hundred Thirty One Dollars Zero Cents	$1,831/LS	$1,831
18	1 EA	Concrete Sidewalk Cross Drain (CD-2, Detail 8-9) and 1 CY of 6" Rip Rap, including but not limited to excavation, subgrade preparation, reinforcing steel, concrete, saw joints, longitudinal butt joints, and expansion joints One Thousand Five Hundred Dollars Zero Cents	$1,500/EA	$1,500
19	2,047 SF	Subgrade preparation and installation of compacted aggregate for playground area, per plans and specifications (CD-3, Detail 3) Seven Thousand Five Hundred Seventy Four Dollars Zero Cents	$3.70/SF	$7,574
20	6,764 SF	Sodding of disturbed areas with Zosia sod, including but not limited to purchase, delivery, bed prep, planting and warranty in accordance with the plans and specifications Eight Thousand Seven Hundred Ninety Three Dollars Zero Cents	$1.30/SF	$8,793

Item #	Quantity/Unit	Item Description & Written Price	Unit Price	Total
21	14,738 SF	Hydromulch of disturbed areas with Common Bermuda sod, including but not limited to purchase, delivery, bed prep, planting and warranty in accordance with the plans and specifications Two Thousand Six Hundred Fifty Three Dollars Zero Cents	$0.18/sf	$2,653
22	3 EA	15-Gal Eastern Redbud, including but not limited to purchase, delivery, bed prep, planting and warranty in accordance with the plans and specifications One Thousand Eight Hundred Dollars Zero Cents	$600/ea	$1,800
23	LS	Installation of City provided site furniture included but not limited to picnic tables, bench, and trash receptical, and any required concrete footings (CD-3, Detail 8) One Thousand Nine Hundred Twenty Dollars Zero Cents	$1,200/LS	$1,200
24	AL	Materials Testing and Contingency Allowance $27,800 Dollars Cents	$27,800.00	$27,800.00
Total Base Bid		$240,846.00 $Two Hundred Forty Thousand Eight Hundred Forty Six Dollars		

Add Alternate

1	LS	Diassemble the playground to for reuse. Three Thousand Eight Hundred Forty Dollars Zero Cents	$3,840	$3,840
Total Bid Alternate		$244,686.00 $Two Hundred Forty Four Thousand Six Hundred Eighty Six Dollars		

Unit prices listed in the bid form will serve as the basis for any change or field orders issued during the course of the project. It is imperative that these unit prices accurately reflect the cost of materials, labor, and overhead. Any deviations from the bid form unit prices must be mutually agreed upon in writing by both parties prior to implementation. Contractors are advised to carefully review and verify all unit prices before submission, as they will be binding throughout the project duration

Name of Bidder: PARAGON Authorized Signature: [signature]
Printed Name: BARRY ENGLAND Title PROJECT MANAGER Date: 4-30-24

MHS
PLANNING & DESIGN

212 W. Ninth Street • Tyler, Texas 75701 • (903) 597-6606 • Fax (903) 597-0517

W. E. Winters Park – City of Tyler

Addendum Acknowledgement

I ACKNOWLEDGE RECEIPT OF THE FOLLOWING ADDENDUMS:

ADDENDUM NO. ___1_____ DATED:_____4/26/24_____

ADDENDUM NO. _____ DATED:_____

ADDENDUM NO. _____ DATED:_____

ADDENDUM NO. _____ DATED:_____

NAME OF BIDDER: PARAGON CONSTRUCTION

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: BARRY ENGLAND

TITLE: PROJECT MANAGER

DATE: 04/30/2024

IT IS THE RESPONSIBILITY OF THE FIRM TO ENSURE THAT THEY HAVE RECEIVED ADDENDUMS ISSUED.

CONTACT CITY OF TYLER PRIOR TO SUBMITTING YOUR BID TO ENSURE THAT YOU HAVE RECEIVED ALL ADDENDUMS.

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Paragon Construction & Associates

21405 CR 2182
Whitehouse, TX 75791

SURETY:
(Name, legal status and principal place of business)
FCCI Insurance

6300 University Parkway
Sarasota, FL 34240

OWNER:
(Name, legal status and address)
City of Tyler, Texas

212 N Bonner Ave, Tyler, TX 75702

BOND AMOUNT: 5% of the Total Bid Amount

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

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

PROJECT:
(Name, location or address, and Project number, if any)
W.E. Winters Park - Bid # 24-012

Project Number, if any:#24-012

Capital Improvement Project

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

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

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

Signed and sealed this 26TH day of APRIL 2024

(Witness)

Amanda Whitsell
(Witness)

Paragon Construction & Associates
(Principal) (Seal)

(Title)

FCCI Insurance
(Surety) (Seal)

(Title) BRADD. BOX (ATTORNEY-IN-FACT)

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Init.

/

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Bradley Box; Kristie Steuart

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $20,000,000.00): $20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA PEGGY SNOW Commission # HH 326536 Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA PEGGY SNOW Commission # HH 326536 Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 26th day of April, 2024

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call FCCI Insurance Group's (FCCI)* toll-free telephone number for information or to make a complaint at 1-800-226-3224.

You may also write to FCCI Insurance Group Compliance Department e-mail at StateComplaints@fcci-group.com.

For Claims, you may write to FCCI Insurance Group Claim Department e-mail at newclaim@fcci-group.com.

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at 1-800-252-3439.

You may write the Texas Department of Insurance:

PO Box 149104
Austin TX 78714-9104
Fax: 1-512-490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtections@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim you should contact FCCI first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND

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

*The FCCI Insurance Group includes the following insurance carriers: Brierfield Insurance Company, FCCI Advantage Insurance Company, FCCI Commercial Insurance Company, FCCI Insurance Company, Monroe Guaranty Insurance Company, and National Trust Insurance Company.

Copyright 2015 FCCI Insurance Group.

Smith Builders & Developers
Po Box 188
Golden, TX 75444

APR 30 PM 1:30

City of Tyler
W.E. Winters Park Renovation
Bid # 24-012
~~[redacted]~~ 304 North Border Ave
Tyler, TX 75702
ATTN Sherry Pettit

Bid Proposal

Client: City of Tyler
Project: W.E. Winters Park
Date: 4.26.2024
Sht. GN-1 to CD-5

The following bid items to include all labor, tools, equipment, superintendence, materials and any other requisite necessary to perform the work stated in accordance with the plans & specifications, complete and in place.

Item #	Quantity/Unit	Item Description & Written Price	Unit Price	Total
1	LS	Mobilize for the Project, including but not limited to project start-up and delivery of equipment _____ Dollars _____ Cents	17,000	$17,000.00
2	LS	General Conditions, including but not limited to project management, supervision and administration _____ Dollars _____ Cents	7,500.00	$7,500.00
3	LS	Site preparation, including but not limited to silt fencing, and tree protection, complete and in place per the plans and specifications _____ Dollars _____ Cents	17,000.00	$17,000.00
4	LS	Storm Water Pollution Prevention Plan and Erosion Control Elements, including but not limited to inlet protection, construction fencing, construction entrance and erosion silt fence _____ Dollars _____ Cents	13,500.00	$13,500.00
5	LS	Demolition items, including but not limited to the removal and disposal of existing sidewalk, border and gravel, water fountain, and benches. _____ Dollars _____ Cents	17,500.00	$17,500.00
6	LS	Demolition of playground equipment, including but not limited to the removal and disposal of all playground elements. _____ Dollars _____ Cents	7,500.00	$7,500.00
7	LS	Rough Site Grading, including but not limited to excavation and backfill _____ Dollars _____ Cents	18,000.00	$18,000.00
8	LS	Finish Site Grading, including but not limited to final grading for paving, concrete slabs, and other misc. areas _____ Dollars _____ Cents	7,500.00	$7,500.00

Item #	Quantity/Unit	Item Description & Written Price	Unit Price	Total
9	664 LF	6' Wide Concrete Trail (CD-2, Detail 6), including but not limited to excavation, subgrade preparation, reinforcing steel, concrete, saw joints, longitudinal butt joints, and expansion joints, complete and in place per the plans and specifications _____ Dollars _____ Cents	73.79	$49,000.00
10	82 LF	Playground Sidewalk Drop Ledge (CD-2, Detail 7), including but not limited to excavation, subgrade preparation, reinforcing steel, concrete, saw joints, longitudinal butt joints, and expansion joints, complete and in place per the plans and specifications _____ Dollars _____ Cents	85.36	$7,000.00
11	73 LF	Decomposed Granite Concrete Border (CD-3, Detail 8), including but not limited to excavation, subgrade preparation, reinforcing steel, concrete, saw joints, longitudinal butt joints, and expansion joints, complete and in place per the plans and specifications _____ Dollars _____ Cents	68.49	$5,000.00
12	102 LF	Concrete Playground Retaining Wall (CD-3, Detail 4), including but not limited to excavation, subgrade preparation, reinforcing steel, concrete, saw joints, longitudinal butt joints, and expansion joints, complete and in place per the plans and specifications _____ Dollars _____ Cents	78.43	$8,000.00
13	1,479 SF	4" Concrete Pavement, including but not limited to excavation, subgrade preparation, reinforcing steel, concrete, saw joints, longitudinal butt joints, and expansion joints, complete and in place per the plans and specifications _____ Dollars _____ Cents	11.93	$17,500.00
14	1 EA	Concrete ADA Playground Ramp (CD-3, Detail 1), including but not limited to excavation, subgrade preparation, reinforcing steel, concrete, saw joints, longitudinal butt joints, and expansion joints, complete and in place per the plans and specifications, complete and in place per the plans and specifications _____ Dollars _____ Cents	1,500.00	$1,500.00

Item #	Quantity/Unit	Item Description & Written Price	Unit Price	Total
15	778 SF	4" Crushed Decomposed Granite Paving (CD-3, Detail 2), including but not limited to excavation, subgrade preparation and compaction per plans and specifications, complete and in place per the plans and specifications, complete and in place per the plans and specifications _____ Dollars _____ Cents	7.83	$2,200.00
16	LS	Provide and Install NDS 12"x12" Catch Basin, 33.5 LF of 6" Courrugated Drain Pipe and 40 SF of River Rock with Steel Edging, including but not limited to excavation, subgrade preparation, gravel, filter fabric, and connections joints _____ Dollars _____ Cents	2,200.00	$2,200.00
17	LS	Provide and Install Playgroung Drainage with 49 LF of playground french drain (CD-4, Detail 4), 24 LF of 4" Perforated S&D pipe, associated aggregate infill and Concrete End Treatment (CD-4, Detail 5), including but not limited to excavation, subgrade preparation, reinforcing steel, concrete, gravel, filter fabric, and connections joints _____ Dollars _____ Cents	6,500.00	$6,500.00
18	1 EA	Concrete Sidewalk Cross Drain (CD-2, Detail 8-9) and 1 CY of 6" Rip Rap, including but not limited to excavation, subgrade preparation, reinforcing steel, concrete, saw joints, longitudinal butt joints, and expansion joints _____ Dollars _____ Cents	300.00	$300.00
19	2,047 SF	Subgrade preparation and installation of compacted aggregate for playground area, per plans and specifications (CD-3, Detail 3) _____ Dollars _____ Cents	2.44	$5,000.00
20	6,764 SF	Sodding of disturbed areas with Zosia sod, including but not limited to purchase, delivery, bed prep, planting and warranty in accordance with the plans and specifications _____ Dollars _____ Cents	1.40	$9,500.00

Item #	Quantity/Unit	Item Description & Written Price	Unit Price	Total
21	14,738 SF	Hydromulch of disturbed areas with Common Bermuda sod, including but not limited to purchase, delivery, bed prep, planting and warranty in accordance with the plans and specifications _____ Dollars _____ Cents	.19	$2,800.00
22	3 EA	15-Gal Eastern Redbud, including but not limited to purchase, delivery, bed prep, planting and warranty in accordance with the plans and specifications _____ Dollars _____ Cents	1,033.00	$3,100.00
23	LS	Installation of City provided site furniture included but not limited to picnic tables, bench, and trash receptical, and any required concrete footings (CD-3, Detail 8) _____ Dollars _____ Cents	4,000.00	$4,000.00
24	AL	Materials Testing and Contingency Allowance $27,800 Dollars _____ Cents	$27,800.00	$27,800.00
Total Base Bid		$ 256,900.00 Dollars _____ Cents		

Add Alternate

1	LS	Diassemble the playground to for reuse. _____ Dollars _____ Cents	15,000.00	$15,000.00
Total Bid Alternate		$ 15,000.00 Dollars _____ Cents		

Unit prices listed in the bid form will serve as the basis for any change or field orders issued during the course of the project. It is imperative that these unit prices accurately reflect the cost of materials, labor, and overhead. Any deviations from the bid form unit prices must be mutually agreed upon in writing by both parties prior to implementation. Contractors are advised to carefully review and verify all unit prices before submission, as they will be binding throughout the project duration

Name of Bidder: Smith Builders & Developers Authorized Signature: _____

Printed Name: Clay Smith Title President Date: 04/30/2024

MHS
PLANNING & DESIGN

212 W. Ninth Street • Tyler, Texas 75701 • (903) 597-6606 • Fax (903) 597-0517

W. E. Winters Park – City of Tyler

Addendum Acknowledgement

I ACKNOWLEDGE RECEIPT OF THE FOLLOWING ADDENDUMS:

ADDENDUM NO. 1 DATED: 04/24/2024

ADDENDUM NO. _____ DATED: _____

ADDENDUM NO. _____ DATED: _____

ADDENDUM NO. _____ DATED: _____

NAME OF BIDDER: Smith Builders & Developers

AUTHORIZED SIGNATURE: CS Dth

PRINTED NAME: Clayton Smith

TITLE: President

DATE: 04/30/2024

IT IS THE RESPONSIBILITY OF THE FIRM TO ENSURE THAT THEY HAVE RECEIVED ADDENDUMS ISSUED.

CONTACT CITY OF TYLER PRIOR TO SUBMITTING YOUR BID TO ENSURE THAT YOU HAVE RECEIVED ALL ADDENDUMS.

MHS
PLANNING & DESIGN

212 W. Ninth Street • Tyler, Texas 75701 • (903) 597-6606 • Fax (903) 597-0517

W. E. Winters Park – City of Tyler
Addendum #1
Friday, April 26, 2024

TO: ALL BID HOLDERS OF CONSTRUCTION DOCUMENTS & CONTRACT DOCUMENTS

Attached is an Addendum for all bid holders of construction documents and project manual regarding interpretations of, changes in, and additions to Contract Specifications for *W. E. Winters Park*.

1. A contractor signature sheet has been added to the bid form for unit pricing and addendum confirmation. Each bidder must sign these sheets confirming unit pricing and that they have received the addendum.
2. Remove tree demolition from bid list item #5. All tree removal will be done by The City of Tyler. Revised Bid Form has been attached to this addendum.
3. Total sod square footage is 6,764 SF, hydro-mulch square footage is 14,738 SF. See plan sheet L1 attached to this addendum. Line items #20 and #21 have updated quantities on the bid.
4. Add alternate: Disassemble the playground to be reused. Revised Bid Form has been attached to this addendum.
5. Date of completion will be 90 days from the notice to proceed. Replace Page 25 of 87 with the attached Page 25 of 87 in the City of Tyler – CIP Contract.
6. Note on demolition of removing rotten pavilion wood is to be removed, no work on pavilion is to be included. See plan sheet SP-1.
7. Removal of the water fountain will require contractor to cap line and place in valve box. Provide finish grade as per plans and specifications. See plan sheet SP-1.
8. Concrete PSI will be changed to 3600 PSI. See plan sheets P-1, CD-2, CD-3, and CD-4.

Bid Opening is on April 30th @ 2:00pm at City Hall in the Council Chambers.

END OF ADDENDUM

Section 6 BID BOND

Check Here if this Section is NOT Used ☐

THE STATE OF TEXAS §
§ **BID BOND**
COUNTY OF SMITH §

THAT, Smith Builders & Developers, LLC [*contractor*], as **PRINCIPAL**, and Merchants National Bonding, Inc. [*surety*], as **SURETY**, acknowledge their indebtedness and are held and firmly bound unto the City of Tyler (**CITY**), Texas in Smith County, as **OBLIGEE**, in the amount of Five Percent of Amount of Bid [*insert figure using written words*], ($ 5% of Amount of Bid) [*insert numerical figure*] payable to the City of Tyler, Texas for the payment of which, the said **PRINCIPAL** (Contractor) and **SURETY** bind themselves, and their heirs, administrators, executors, successors, legal representatives, and assigns, jointly and severally, firmly by these presents.

PRINCIPAL (Contractor) is about to submit to **OBLIGEE** (City) a bid or proposal for:

City of Tyler Bid Number	Bid # 24-012
Project Name	W.E Winters Park

in accordance with plans and specifications filed in **OBLIGEE'S** (City's) office and under the Request for Quotation (RFQ) / Request for Proposal (RFP) / Invitation to Bid therefor.

NOW THEREFORE:
THE CONDITION OF THIS OBLIGATION IS THAT IF:

1) the bid or proposal is rejected, or
2) the bid or proposal of **PRINCIPAL** (Contractor) is accepted; and
   a. the contract for the work is awarded to **PRINCIPAL** (Contractor) by **OBLIGEE** (City),
   b. **PRINCIPAL** (Contractor) enters into a written contract in the form of contract provided in these contract documents (properly completed in accordance with the bid),
   c. **PRINCIPAL** (Contractor) furnishes a ***Performance and Maintenance Bond*** for the performance of the work as required by law and/or the AGREEMENT,
   d. **PRINCIPAL** (Contractor) furnishes a ***Payment Bond*** for the payment of all persons performing labor or furnishing materials in connection therewith as required by law and/or the AGREEMENT, and
   e. **PRINCIPAL** (Contractor) in all other respects performs the agreement created by the acceptance of the bid,

then this obligation will be null and void; otherwise, subject to the following limitation, it will remain in full force and effect.

The limitation referred to above is that surety, in any event, will not be liable for a greater amount than the difference between the amount of principal's bid or proposal and the lowest amount in excess of that bid or proposal for which **CITY** may be able to award the contract within a reasonable time.
The **SURETY**, for value received, hereby stipulates and agrees that the obligations of said

SURETY and its Bond shall be in no way impaired or affected by any extension of the time within which the **OBLIGEE** (City) may accept such bid; and said **SURETY** does hereby waive notice of any such extension.

I (WE) CERTIFY that the **SURETY** is registered by the State Board of Insurance to conduct business in the State of Texas, and acceptable according to the latest list of companies holding Certificates of Authority from the Secretary of the Treasury of the United States, shown on the Treasury List.

I (WE) CERTIFY that the **SURETY** has reviewed the financial condition of the **PRINCIPAL** and the **PRINCIPAL'S** qualification to perform the work required by this project.

IN WITNESS WHEREOF the **PRINCIPAL** (Contractor) and **SURETY** have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, the day and year set forth below.

Signed this 30th day of April, 20 24.

BOND NUMBER: N/A

PRINCIPAL (Contractor)	**SURETY**
Smith Builders & Developers, LLC Printed Name of Principal	Merchants National Bonding, Inc. Printed Name of Surety
434 County Road 2360 Mineola, TX 75773 Physical Address	6700 Westown Parkway West Des Moines, IA 50266 Physical Address
P.O. Box 188 Golden, TX 75444 Mailing Address	P.O. Box 14498 Des Moines, IA 50306-3498 Mailing Address
903-850-2992 Telephone Number	515-243-8171 Telephone Number
By: Signature	**By:** Judy Schoggen Signature
Clay Smith, President Title	Judy Schoggen, Attorney-in-Fact Title

SURETY'S SEAL:

MERCHANTS NATIONAL BONDING, INC. INCORPORATED 2003

***** NOTE *****

If signed by an Attorney-in-Fact a copy of the Power of Attorney shall be attached, or

If signed by an officer of the Surety Company a certified extract from the by-laws showing that this person has authority to sign obligation shall be attached.

MERCHANTS
BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Daniel C McMillen; Heather Hicks; John A Davie; Judy Schoggen; Lee W Jackson; Matthew K Cashion Jr; Michael G Dornblaser

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February , 2024 .

MERCHANTS NATIONAL BONDING, INC. -o- INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

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

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 30th day of April , 2024 .

MERCHANTS NATIONAL BONDING, INC. -o- INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- INCORPORATED -o- 1933

William Warner
Secretary

MERCHANTS NATIONAL BONDING, INC. INCORPORATED 2003

[*Insert bidder's name here*] certifies that the unit prices shown on this complete computer print-out for all the bid items and alternates contained in this proposal are the unit prices intended and that its bid will be tabulated using these unit prices and no other information from this print-out. [*Insert bidder's name here*] acknowledges and agrees that the total bid amount shown will be read as its total bid and further agrees that the official total bid amount will be determined by multiplying the unit bid prices shown in this print-out by the respective estimated quantities shown in the City of Tyler issued proposal and totaling all of the extended amounts.

Typed Name: Clayton Smith
Title: President
Signature:
Date: 04/30/2024

3.14 SIGNATURE REQUIREMENTS OF PROPOSAL

1. If a proposal is submitted by an **individual**, the proposal must be signed by the individual or the individual's duly authorized agent.
2. If the proposal is submitted by a **firm, association, partnership or company**, the name and address of each member must be given and the proposal signed by a member of the firm, association, partnership, company or person duly authorized.
3. If the proposal is submitted by a **corporation**, the company or corporate name and address must be given and the proposal signed by an official or duly authorized agent and sealed with the corporate seal. Powers of attorney authorizing agents or others to sign proposals must be properly certified and must be in writing and submitted with the proposal.

3.15 FILING OF BID PACKAGES

No bid package will be considered unless it is received in the Water Utilities Administrative Office, Tyler, Texas within the time limit for receiving bid packages as stated in the advertisement. Each bid package must be in a sealed envelope, plainly marked with the word "proposal", and the project name and time and date the bid package is to be opened as designated in the ***Notice to Bidders***.

The bid package must consist of the following items to be considered complete:

1. Acknowledgment of all addenda
2. ***Proposal***
3. ***Bid Bond***

Any bid package received without each of the required items may be rejected and may not be read at the bid opening.

CONTRACTORS building public streets and drainage, water and/or sewer facilities (not including specialty work such as pipeline camera inspection, interior lining of pipes, etc.) shall have a fully executed ***Contractor's Qualification Statement*** on file with the **CITY** prior to bid opening or include it as part of the **CONTRACTOR'S** bid package. Forms are available for download at https://www.cityoftyler.org/government/departments/engineering-services/engineering-and-construction-standards. **CONTRACTORS** performing any other type of work (i.e., not public streets, drainage or utilities) are not required to have a ***Contractor's Qualification***

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: M-3

Date: May 22, 2024

Subject: Request that the City Council consider authorizing the City Manager to enter into an agreement with Shackleford Creek Land Company, LLC, for participation in the funding of the extension and oversizing of Marsh Farm Rd and the Shackleford Creek Bridge pursuant to Texas Local Government Code Sections 212.071 and 212.072(a)(b)(1) and (c) in an amount not to exceed 27 percent of the final project costs.

Item Reference: Local Government Code Sections 212.071 and 212.072(a),(b)(1) and (c); City Ordinance Section 10-103;

Section 212.071 of the Local Gov't Code provides that without complying with the competitive sealed bidding procedure of Chapter 252, a City with 5,000 or more inhabitants may make a contract with a developer of a subdivision or land in the municipality to construct public improvements, not including a building, related to the development. Section 212.072 of the Local Gov't Code, subsections (a) and (b)(1) provide that under the contract, the developer shall construct the improvements and the municipality shall participate in their cost, as long as the contract establishes the limit of participation by the municipality at a level not to exceed 30 percent of the total contract price. Additionally, subsection (c) states that "[i]n addition, the contract may also allow participation by the municipality at a level not to exceed 100 percent of the total cost for any oversizing of improvements required by the municipality, including but not limited to increased capacity of improvements to anticipate other future development in the area."

Shackleford Creek Land Company, LLC, requested that the City participate in the cost of constructing portions of the extension and oversizing Marsh Farm Rd and the Shackleford Creek Bridge. The estimated cost of the improvements is provided below:

Developer Cost = $2,735,428.59
City Cost = $1,011,733.86
Total Cost for Street & Bridge = $3,747,162.45

Based on the City's desire to oversize this improvement to accommodate current demands and future development City staff recommends that the City enter into a Developer Agreement for the design and construction of Marsh Farm Rd and the Shackleford Creek Bridge pursuant to the requirements of Local Gov't Code, Subchapter C., "Developer Participation in Contract for Public Improvements".

The City's agreed participation level in this Agreement is 27 percent (27%). Funds for this project have been allocated in the Half Cent Sales Tax program. This was presented to the Half Cent Sales Tax Board at the May 14 meeting.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to enter into an agreement with Shackleford Creek Land Company, LLC, for participation in the funding of the extension and oversizing of Marsh Farm Rd and the Shackleford Creek Bridge pursuant to Texas Local Government Code Sections 212.071 and 212.072(a),(b)(1) and (c) in an amount not to exceed 27 percent of the final project costs.

ATTACHMENTS:

MARSH FARM ROAD-BRIDGE-PROPORTIONALITY-REV1
MARSH FARM ROAD-BRIDGE-COT REIMBURSEMENT
Shackleford Creek Bridge Developer Agreement - Final

Drafted/Recommended By:
Department Leader

Darin Jennings, PE, City Engineer

Edited/Submitted By:
City Manager

MEMORANDUM

To: Mr. Edward Broussard
Tyler City Manager

From: Brian Ballard, P.E.
Ballard and Braughton Engineering, PLLC

Date: February 6, 2024

Subject: Rough Proportionality Analysis (Revised) – Extension of Marsh Farm Road and Bridge over Shackleford Creek, Caddo Woods Development

The purpose of this memorandum is to provide a rough proportionality analysis for the extension of Marsh Farm Road and bridge over Shackleford Creek in the Caddo Woods development. The rough proportionality analysis compares the capacity provided by proposed improvements for a development to the demand created by the development. The City has agreed to participate in this project and the information contained herein is to assist in quantifying the level of participation. The developer has paid the entire cost of the design and construction for this project, which has been completed and accepted by the City.

Capacity Supplied by Proposed Roadway Improvements

This calculation determines the vehicle-miles of supply provided by the proposed roadway improvements and right-of-way (ROW) dedication to be provided by the developer and is based on length of improvement and hourly roadway capacity values. The City of Tyler Unified Development Code (UDC) table 10-103a defines the capacity of a Residential Collector as 420 vehicle miles/lane miles. The length of supply was determined by calculating the portion of the development accessing the Marsh Farm Road bridge. Only the portion of the road adjacent to the areas accessing the bridge were used in the calculation to provide a fair comparison of demand and supply. While the total length of Marsh Farm Road constructed by the developer is nearly 2 miles, only 4,700 l.f. (0.89 miles) is attributed to the calculation.

- Marsh Farm Road – 2 Lane Residential Collector facility, 4,700 linear feet
  (4,700'/5,280'/mile) x 2 lanes x 420 vehicle miles/lane miles = 747.7 vm
  Total vehicle-miles of supply **748 vm**

Projected Demand of Proposed Development

The projected vehicle-miles of demand created by a project are calculated by multiplying the proposed size of the project by its appropriate trip rate and trip length. The calculations reflect the "as-built" conditions for the portions which have been platted and projected densities for areas not yet platted. The subject area is categorized as Single-Family Detached with a density

of 361 dwelling units. From the UDC Table 10-103b the PM peak hour trip rate for this category is 1.01 vph per dwelling unit. Trip length data from the National Household Travel Survey for Tyler/Smith County was adjusted to account for impacts to the City transportation network and is reduced to 1.5 miles for non-residential uses and residential uses per the City of Tyler UDC.

- 361 dwelling units x 1.01 trips/dwelling unit x 1.5 mile = 546.9 vm
  Total vehicle-miles of demand **547 vm**

Conclusions

The purpose of this analysis was to assess the impacts of the proposed development on the required Marsh Farm Road and bridge over Shackleford Creek and to determine the roughly proportional supply of roadway capacity necessary to address the added demand. A comparison of projected demand of the development relative to the roadway supply provided by road and bridge reveals that the projected demand is less than the capacity supplied.

- **Development Demand = 547 vm < Development Supply = 747 vm**

Since the demand created by the development is less than the supply created the improvements are not proportional. As a result, it is recommended the developer contribute **73%** towards the construction of the Marsh Farm Road extension and bridge over Shackleford Creek required by the Master Street Plan while the City of Tyler's proportional share is **27%.**

Shackleford Creek Land & Development	**73 %**
City of Tyler	**27 %**
Total	**100.0 %**

Sincerely,
Ballard and Braughton Engineering, P.L.L.C.

Brian Ballard, P.E.
Principal



Attachments: Development Exhibit

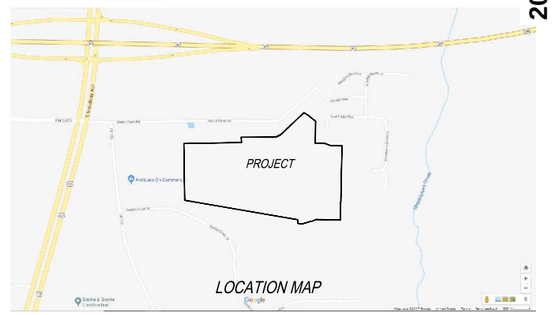
LEGEND:

AREA INCLUDED IN PROPORTIONALITY CALCULATIONS.

MARSH FARM ROAD EXTENSION.

ADDITIONAL LENGTHS OF MARSH FARM ROAD IN PROPORTIONALITY CALCULATIONS.

SITE INFORMATION:



TOLL 49

TO HIGHWAY 69
(S. BROADWAY AVE.)

TO FM 756
(PALUXY DRIVE)

SINGLE FAMILY RESIDENTIAL 30 AC. 60 LOTS

SINGLE FAMILY RESIDENTIAL 52 AC. 104 LOTS

SINGLE FAMILY RESIDENTIAL 30 AC. 60 LOTS

FUTURE DEVELOPMENT

TRIP GENERATION LIMIT

TRIP GENERATION LIMIT

ADDTIONAL ROAD LENGTH INCLUDED IN PROPORTIONALITY

FUTURE DEVELOPMENT

MARSH FARM ROAD EXTENSION

SINGLE FAMILY RESIDENTIAL 30 AC. 60 LOTS

FUTURE DEVELOPMENT

FUTURE DEVELOPMENT

ADDTIONAL ROAD LENGTH INCLUDED IN PROPORTIONALITY

SMALL LOT 7.5 AC. 85 LOTS 7,500 SF TYP

SINGLE FAMILY RESIDENTIAL 24 AC. 52 LOTS

SHACKLEFORD CREEK BRIDGE

N

SCALE: 1" = 600'

GRAPHIC SCALE

0 600 1200 FEET

SHACKLEFORD CREEK LAND COMPANY

The BROOKS At Cumberland Park

BALLARD & BRAUGHTON ENGINEERING

PLANNING CONCEPTS

Urban Planning • Design • Land Use Solutions
Parks and Open Space Planning

3815 Old Bullard Rd - Tyler, Texas 75701 - 903-561-4950

BALLARD & BRAUGHTON ENGINEERING

3815 Old Bullard Road
Tyler, Texas 75701
903-531-9800 (TEL)
903-531-9839 (FAX)
TEXAS FIRM NO. F-21348

CITY REIMBURSEMENT FOR:

EXTENSION OF MARSH FARM ROAD AND BRIDGE OVER SHACKLEFORD CREEK

CONSTRUCTION	*COST (ACTUAL)*
BRIDGE	$1,600,335.24
MARSH FARM ROAD EXTENSION	$1,394,101.38
SUBTOTAL (CONSTRUCTION)	$2,994,436.62
OTHER EXPENSE (ENGINEERING/SURVEY/ETC.)	
ARCHEOLOGICAL	$45,000.00
MITIGATION CREDITS	$5,500.00
CIVIL ENGINEERING	$107,930.00
GEOTECHNICAL ENGINEERING	$13,460.00
ENVIRONMENTAL	$8,025.60
FEMA	$27,370.00
SURVEYING	$53,675.26
CONSTRUCTION MANAGEMENT	$185,000.00
LEGAL	$4,320.00
LAND COST	*WAITING ON APPRAISAL*
INTEREST	$302,444.97
SUBTOTAL (OTHER EXPENSE)	$752,725.83
TOTAL	$3,747,162.45
CITY PORTION (27%)	*$1,011,733.86*
DEVELOPER PORTION (73%)	*$2,735,428.59*

THE STATE OF TEXAS	**§**	**DEVELOPER PARTICIPATION**
	§	**AGREEMENT FOR MARSH FARM RD EXTENSION AND BRIDGE ON SHACKLEFORD CREEK**
COUNTY OF SMITH	**§**	

This Agreement is entered into by and between the CITY OF TYLER, TEXAS, a municipal corporation, (hereinafter called "CITY") and Shackleford Creek Land Company, LLC, a limited partnership doing business in the state of Texas, with headquarters located in 7292 Crosswater, Tyler, Texas 75703 (hereinafter the "DEVELOPER").

WHEREAS, consistent with Tyler City Code Section 10-8.a.1., it is the intent of the City Council to protect the public health, safety and welfare; 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 Transportation Code Section 311.001(a) provides that a home-rule municipality has exclusive control over and under the public highways, streets and alleys of the municipality; and

WHEREAS, Texas Local Government Code Section 212.003(a) provides that the governing body of a municipality by ordinance may extend to the extraterritorial jurisdictions of the municipality the application of certain municipal ordinances adopted under Texas Local Government Code Section 212.002 and other municipal ordinances relating to access to public roads; and

WHEREAS, City Code Section 10-8.a. provides that some of the purposes of the Unified Development Code are to implement the policies and goals of the Tyler 1st Comprehensive Plan and other officially adopted plans, to promote appropriate location and design of housing and commercial development in the extraterritorial jurisdiction, to ensure provision of adequate public facilities and services, and to accommodate the orderly and beneficial development of the City; and

WHEREAS, pursuant to City Code Sections 10-150 and 10-151, the CITY adopted a Master Street Plan for the areas within the city limits and within the City's extraterritorial jurisdiction; and

WHEREAS, CITY has adopted a Master Street Plan to promote the installation of timely and orderly street infrastructure improvements; and

WHEREAS, the Master Street Plan includes a proposed extension of Marsh Farm Road; and

WHEREAS, DEVELOPER is the owner of a portion of certain real property of Marsh Farm Road located within the city limits of the CITY, reflected on **Exhibit A** attached hereto and made a part hereof for all purposes (the "Property"); an

WHEREAS, Texas Local Government Code Section 212.071 provides that without complying with the competitive sealed bidding procedure of Chapter 252, a CITY with 5,000 or more inhabitants may make a contract with a DEVELOPER of a subdivision or land in the city to construct public improvements, not including a building, related to the development; and

WHEREAS, Texas Local Government Code Section 212.904 (a) states that "If a municipality requires, including under an agreement under Chapter 242, as a condition of approval for a property development project that the developer bear a portion of the costs of municipal infrastructure improvements by the making of dedications, the payment of fees, or the payment of construction costs, the developer's portion of the costs may not exceed the amount required for infrastructure improvements that are roughly proportionate to the proposed development as approved by a professional engineer who holds a license issued under Chapter 1001, Occupations Code, and is retained by the municipality."; and

WHEREAS, recent engineering, traffic studies and a proportionality analysis confirm that the construction of Marsh Farm Road is needed due to future developments in the area; and

WHEREAS, a Partial Funding Agreement for the extension of Marsh Farm Road and the bridge over Shackleford Creek along Marsh Farm Road between DEVELOPER and CITY was approved by the Tyler City Council on May 22, 2024; and

WHEREAS, a Partial Funding Agreement for the extension of Marsh Farm Road and the bridge over Shackleford Creek along Marsh Farm Road between DEVELOPER and CITY was approved by the Tyler Half Cent Sales Tax Board on May 14 , 2024; and

WHEREAS, CITY and DEVELOPER want to form a private-public partnership to provide this public improvement in compliance with the requirements of Texas Local Government Code Subchapter C., "Developer Participation in Contract for Public Improvements", and in accordance with **Exhibit A**; and

WHEREAS DEVELOPER will be responsible for the design and construction of the new Public Improvements and only after acceptance by CITY will the CITY be responsible for the maintenance and operation of the new Public Improvements.

NOW, THEREFORE, for and in consideration of the premises and the mutual benefits and the public purposes thereof, the parties hereto agree as follows:

Section 1.
Purpose. DEVELOPER will design and construct the extension of Marsh Farm Road and the bridge over Shackleford Creek along Marsh Farm Road (also referred to herein singularly or collectively as the "Public Improvements") to service the CADDO WOODS area or subdivision

as shown in the Location Map included in **Exhibit A,** which exhibit is incorporated into this Agreement and made a part hereof by reference.

Section 2. Participation Levels.
DEVELOPERS prepared a Proportionality Analysis, which was reviewed and accepted by the CITY's Engineering Department, that shows the demand generated by the development requires extension and oversizing of Marsh Farm Rd and the Shackleford Creek Bridge (referred to as the "Original Demand Public Improvements"). Therefore, the DEVELOPER agrees to pay the total contract price of the costs of the design and construction of the Original Demand Public Improvements (**excluding** any costs of oversizing) and CITY agrees to reimburse DEVELOPER in an amount that equals to twenty seven percent (27%) of such cost. Pursuant to Tex. Loc. Gov't Code §212.072 (b)(1) the **CITY's above stated participation level shall be limited to not exceed 30 percent of the aforesaid total contract price** for the Original Demand Public Improvements.

The CITY has determined that the Public Improvements provided for herein shall be increased **above** their original demand size to a forty foot (40') wide street cross section for the length of the bridge and a transition to thirty two feet (32') for Marsh Farm Road (referred to as the "Oversized Public Improvements"), in order to accommodate anticipated other future development in the area. The DEVELOPER, therefore also agrees to pay the total costs of the design and construction of the Oversized Public Improvements, and the City will reimburse DEVELOPER to twenty seven percent (27%) of such cost of the Oversized Public Improvements cost, pursuant to Tex. Loc. Gov't Code §212.072 (c).

Section 3. Multiple Contracts. DEVELOPER and CITY (also called "Party" individually or the "Parties" collectively) agree that the Project may be completed pursuant to multiple construction contracts (herein after called "Construction Contract/s"), as deemed to be economically advantageous to the Parties. DEVELOPER shall cause each Construction Contract to have a copy of this Agreement attached thereto. Each Construction Contract shall abide by and be subject to the provisions of this Agreement, and the terms of this Agreement shall be incorporated therein and made a part thereof as if fully set forth within the Construction Contract. In the event of conflict between the terms of an individual Construction Contract and the terms of this Agreement, the terms of this Agreement shall be controlling.

Section 3. Time of Commencement and Completion. DEVELOPER hereby agrees to cause the Work funded hereunder to begin within twelve (12) months from the effective date of this Agreement. DEVELOPER shall cause the Work to be diligently pursued without extended interruption and to be completed in full on or before the mandatory completion date of **December 31, 2024,** subject to such extensions of time as are mutually agreed to, in writing, by the Parties.

Section 5. Design, Bid and Award of Project.

A. DEVELOPER, through its engineer, shall design the Project in accordance with all appropriate Ordinances and requirements of the CITY, and shall submit the Project construction plans, specifications and drawings, and all subsequent revisions thereto, to the CITY for review and approval. The intent of such plans and specifications are to define with particularity the agreement of the parties as to the Work the DEVELOPER is to perform.

B. The Project shall be constructed in strict conformance with the design and construction standards set forth in the CITY's Design Guidelines for Subdivision Improvements, and any other applicable CITY, State or Federal statutes, laws, ordinances, rules, or regulations.

C. DEVELOPER shall provide CITY with a complete set of Construction Documents meeting the requirements of this Agreement and in conformance with applicable local, state, and federal codes and regulations and customary engineering practices. The Construction documents shall be prepared by and bear the seal of the individual engineer working on behalf of the Project Engineer. Construction of any part of the Project shall in no event commence prior to CITY approval of the Construction Documents for that part of the Project. DEVELOPER shall cause the Project Engineer to commence preparation of the Construction Documents promptly upon completion of engineering and design, and to diligently continue same to completion.

D. Upon approval of this Agreement and the construction plans, DEVELOPER shall select a construction contractor and subcontractor(s), which shall be subject to approval by the City, for the construction of the Project in accordance with all applicable state law requirements and the terms of this Agreement (hereinafter called "Construction Contractor" or "CONTRACTOR").

E. During the term of this Agreement, CITY shall cause a temporary construction easement and license to be granted to the DEVELOPER or its Construction Contractor to use City's property to the extent necessary to construct and complete this Project.

Section 6. Project Costs and Reimbursement Payments.

A. DEVELOPER will be responsible for all costs under the Construction Contract and CITY will reimburse DEVELOPER an amount **NOT TO EXCEED the participation levels outlined in Section 2.** of this Agreement, and as described in accordance with the amounts set forth in the Cost Share Guidelines outlined in **Exhibit B**. In no event shall CITY be required to pay more than the City Share, with respect to Project Costs, and DEVELOPER shall be required to complete the Project and to pay all Project Costs in excess of the sum of the City Share.

B. Reimbursement payments shall be made upon the completion of the improvements being submitted for reimbursement, and acceptance by the CITY (if necessary), and verification of the actual costs sought to be reimbursed.

C. No payments will be made until proof of actual Project costs are received by CITY and verified by CITY as outlined in Section 7.A. The Developers' total project contract amount SHALL NOT exceed $3,747,162.45 as outlined in Exhibit B, without City Council approval, and therefore the **City's Reimbursement Payments** over the Term of this Agreement SHALL NOT exceed $1,011,733.86 without City Council approval.

Section 7. Project Construction and Completion.

A. Developer's Responsibilities.

1. After DEVELOPER enters into a Construction Contract(s), DEVELOPER shall administer the Construction Contract(s) for the benefit of the Parties.

2. The DEVELOPER is and at all times shall remain an independent contractor, solely responsible for the manner and method of completing the Project under this Agreement, with full power and authority to select the means, method and manner of performing such Project, so long as such methods do not adversely affect the completed improvements. The CITY's interest is only in the result obtained and conformity of such completed improvements to the approved plans, specifications, and the Agreement.

3. The DEVELOPER and its Construction Contractor shall be responsible for accomplishing the proper and complete performance of this Agreement and to complete all Work in accordance with said plans and specifications. Deviation by the Construction Contractor from the plans and specifications that may have been in evidence during any visitation or observation by the CITY or any of its representatives, whether called to the Construction Contractor's attention or not shall in no way relieve the DEVELOPER or its Construction Contractor from the responsibility to complete all Work in accordance with said approved plans and specifications.

4. DEVELOPER, through its engineer or a designated representative (herein after called "DEVELOPER'S REP") shall provide all reports, summaries, change orders, applications for payment, and any other supporting documents and information as required by the CITY to make an accurate assessment of the DEVELOPER's compliance with this Agreement, and CITY's requirement for final payments.

5. DEVELOPER shall have the right and the obligation to construct the Project in accordance with the terms and conditions of this Agreement. The design and construction of the Project shall not be required to comply with the competitive bidding laws of the State as set forth in Chapter 252 of the Texas Local Government Code.

6. **Easements or Dedications of Rights-of-Way.** Tyler City Code Sections 10-140 and 10-143 authorize the CITY to regulate infrastructure and development in the extraterritorial jurisdiction. DEVELOPER shall provide CITY with easements or dedications for all rights-of-way for DEVELOPER'S proportionate share of Marsh Farm Road Shackleford Creek Bridge, if required by the Master Street Plan and/or other valid Development Plans or Ordinances of the CITY, and deliver to CITY the required documents that accomplish such dedications. This subsection only applies to property that is owned by DEVELOPER. The value of such easements or dedications of rights-of-way provided by the DEVELOPER shall be determined by an appraisal and included in the proportionality calculations for the project .

7. **Monthly Invoicing**. The DEVELOPER or DEVELOPER'S REP shall remit monthly invoices for completed work and/or applications for payment pertaining

to the project to CITY for approval. The statements shall show the percent of work completed and amount billed to date, broken down by activity or task. All monthly statements shall be in a form as specified by and acceptable to CITY.

8. The DEVELOPER hereby agrees to give CITY, its agents and representatives the right to enter the property or location on which the Project is to be constructed or installed, for the purpose of inspecting the Work.

9. DEVELOPER's engineer shall provide on-site inspection of the construction of the Project.

10. **Access to Records/Right to Audit.** DEVELOPER, during normal business hours, shall allow CITY reasonable access to its records and books and all other relevant records related to each of the reimbursements submitted and paid, and the construction requirements contained hereunder, but the confidentiality of such records and information shall be maintained by CITY unless disclosure of such records and information shall be required by a court order, a lawfully issued subpoena, or at the direction of the Office of the Texas Attorney General. CITY shall immediately notify DEVELOPER of any public information requests or court orders to release such information and shall work with DEVELOPER to seek an opinion from the Texas Attorney General to protect any information deemed to be Confidential.

11. **Compliance with Laws and Ordinances**. The DEVELOPER shall and shall also cause its Construction Contractor(s) to at all times observe and comply with all Federal, State and local laws, ordinances and regulations, which in any manner affect this Agreement or the Work paid for hereunder. **DEVELOPER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CITY FROM AND AGAINST ALL CLAIMS ARISING FROM THE VIOLATION OF ANY SUCH LAWS, ORDINANCES, AND REGULATIONS BY DEVELOPER OR ITS REPRESENTATIVE, CONTRACTOR(S) OR THE CONTRACTOR'S EMPLOYEES.** If the DEVELOPER'S REPRESENTATIVE observes that the plans and specifications are at variance therewith, the DEVELOPER'S REPRESENTATIVE shall promptly notify the CITY in writing, and any necessary changes shall be adjusted as provided in the Agreement for changes in the contracted work. If the DEVELOPER or its CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the CITY, the DEVELOPER shall solely bear all costs arising therefrom.

12. **OSHA Requirements**. The DEVELOPER and its CONTRACTOR(S) will be required to adhere to, and all mechanical equipment and construction procedures shall conform to, all of the applicable requirements of the Federal Occupational Safety and Health Act of 1930 (OSHA) which is made a part of this Agreement by reference. Particular attention should be given to requirements relating to trench safety.

13. **Trench Safety Systems**. The DEVELOPER'S and/or its CONTRACTOR'S trench safety systems shall be designed and installed in accordance with the City of Tyler Standard Specification for Trench Safety Systems, all OSHA requirements.

B. City's Responsibilities.

1. CITY shall designate its authorized representative(s) for the Project (herein after called "CITY'S REP"), who shall make periodic visits to the site to become familiar generally with the progress of the executed work and to determine if such work generally meets the essential performance and design features and the technical and functional engineering requirements of the Project plans and specifications.

2. The CITY's REP shall not be responsible for making any detailed, exhaustive, comprehensive, or continuous on-site inspection of the quality or quantity of the Project construction or be in any way responsible for the construction means, methods, techniques, sequences, quality, procedures, programs, safety precautions or lack of the same.

3. CITY'S REP shall review and approve all the Project plans and specifications, and the Construction Contractor's initial cost breakdown with schedule of values and shall recommend approval.

4. CITY'S REP shall review and approve construction progress schedule, schedule of shop drawings, and other schedules prepared by the Construction Contractor and determine their acceptability and shall also review test data and approve shop drawings submitted by the Construction Contractor.

5. CITY'S REP shall review the Construction Contractor's application for payment, conduct on-site inspections, verify that the work is in accordance with the approved plans and specifications of the Project construction documents, certify that the work has progressed to the point indicated in the application, and make recommendations for payment of CITY's reimbursement for the completed costs of construction in accordance with the terms as set forth in the Cost Share Guidelines in **Exhibit B.**

6. CITY'S REP shall review all change orders for authorized alterations to the construction of the Project and recommend CITY approval or denial of such changes when necessary.

7. CITY'S REP shall, upon such inspection, request changes or corrections to the Work performed if the CITY'S REP finds such changes or corrections to be necessary for compliance with the approved Project plans and specifications.

8. CITY'S REP shall conduct final inspection and recommend to CITY when final completion is accomplished and when final payment is required.

C. Change Orders.

~~1.~~ The change orders on this project shall be submitted to the CITY for review and approval as follows.

(a) The cumulative total of all Construction Contract change orders may not exceed 25% of the original contract amount, without approval by the CITY. If a change order affects the amount to be paid by the CITY by a value in excess of *$5,000,* the change order must be authorized by the City Council; or

(b) If the cumulative total reimbursement amount to be paid by the CITY including all change orders, **exceeds 25% of** the CITY's original reimbursement amount under the original contract price or any Council approved contract price amendment, the Change Order shall be deemed as denied.

2. Any change orders for work requested by CITY shall be subject to review and approval by DEVELOPER, which shall not be unreasonably withheld or delayed. Such approval shall be prioritized if the change order addresses work that either was or is being performed out of compliance with approved Project plans and specifications.

3. Any CITY requested changes to the Project construction plans or specifications that cause the CITY's total reimbursement to exceed the CITY's original reimbursement amount, under the original contract price, shall be paid by CITY and DEVELOPER according to the percentages shown in the Cost Share Guidelines in **Exhibit B** of this Agreement; provided however that all limits on CITY'S total reimbursement amount stated in this Subsection C are also being complied with.

4. If CITY determines that any CITY required changes to the Project construction plans or specifications are made to correct Work that is clearly non-compliant with the approved plans and specifications, then in the City's sole discretion, said change order shall either be paid: 1) by the Developer solely, or 2) according to the percentages shown in the Cost Share Guidelines in **Exhibit B**.

5. The DEVELOPER shall have the right to terminate any Construction Contract and to enforce its remedies thereunder, as determined by the DEVELOPER to be necessary. In the event of any such termination, the DEVELOPER shall have the right to complete and/or cause the completion of the Project itself and/or through such other contractor(s) as the DEVELOPER determines to be appropriate, provided that such contractors are approved by CITY. The costs of any necessary and approved completion work shall be considered a Project Cost.

Section 7. Interim Project Payments. Upon the recommendation for payment by the CITY's representative, CITY shall issue the recommended payment to the DEVELOPER. The CITY may, on account of subsequently discovered evidence, withhold the whole or part of any payment as

may be necessary to be protected from loss on account of defective work not remedied, claims filed that affect the Project, or any tangible damage to the CITY. When the aforestated grounds are removed, or a Surety Bond is provided which will protect the CITY in the amount withheld, payment shall be made for amounts withheld.

Section 8. Final Completion and Acceptance. When all Work has been completed on the Project:

A. The DEVELOPER shall furnish to the CITY a notification stating that all Work has been completed in accordance with the plans and specifications.

B. CITY will make a final inspection of the Project, and if the Work is found to be incomplete or defective, the DEVELOPER shall and shall cause its Construction Contractor to take whatever measures as are necessary to complete such Work or remedy such deficiencies.

C. The DEVELOPER shall file with the CITY a notarized Affidavit of Bills Paid for its Construction Contractor(s), along with applicable Unconditional Waiver and Release forms covering all labor, services, equipment, or materials furnished to property covered under this Agreement or to persons with whom the DEVELOPER and/or its Construction Contractor contracted with in the performance of this Agreement. A waiver and release given by a DEVELOPER, or its Construction Contractor(s) shall substantially comply with the applicable form described in Tex. Prop. Code § 53.284, subsections (d) - (e).

D. The DEVELOPER shall provide consent of surety, if any, to final payment. If surety is not provided, the DEVELOPER shall provide complete and legally effective releases or waivers (satisfactory to CITY) of all claims arising out of or filed in connection with the Work.

E. The Construction Contractor(s) shall furnish to the CITY a one (1) year maintenance bond for one hundred percent (100%) of the total contract, in favor of the CITY.

F. The DEVELOPER shall prepare a final statement of the value of all Work performed and materials furnished under the terms of the Agreement and shall certify same to the CITY.

G. **Final Payment**. If the Work is found to be complete in accordance with the City approved plans and specifications and all of the foresaid requirements of this **Section 8** have been satisfied, then written notice of final acceptance will be provided by the CITY to the DEVELOPER. The CITY shall pay to the DEVELOPER the balance due the DEVELOPER under the terms of this Agreement. Neither the written notice of final acceptance nor the final payment, nor any provision in the contract documents, shall relieve the DEVELOPER of the obligation for fulfillment of any warranty which may be required.

Section 9. Ownership of Project. Upon final completion and final acceptance of the Project, the Project shall be owned by the CITY, and the CITY shall be responsible for future maintenance of the Project.

Section 10. Liquidated Damages. The time set forth in Section 3 of this Agreement for the completion of the Work is an essential element of this Agreement. For each working/calendar day that any Work shall remain uncompleted after the expiration of the mandatory completion date specified in the contract, together with any agreed upon extensions, five hundred ($500) dollars per day will be deducted from the City's reimbursement amount, not as a penalty, but as liquidated damages.

Section 11. Extension of Time. Should the Construction Contractor be delayed in the completion of the Project by any act or, omission or neglect of the CITY, or by CITY requested changes ordered in the Work, or by strikes, lockouts, fires, and unusual delays by common carriers, or unavoidable cause(s) that the Parties mutually agree are or were beyond the Construction Contractor's control, then an extension of time shall be allowed for completing the Work, sufficient to compensate for the delay, the amount of the extension to be mutually agreed to by the Parties.

Section 12. Insurance. DEVELOPER shall provide or cause the Construction Contractor(s) to provide the CITY with a Certificate of Insurance, and endorsements, in forms acceptable to the CITY verifying the existence of coverage, with insurance companies authorized to do business in the State of Texas or an eligible surplus lines insurer operating in accordance with the Texas Insurance Code, having an A.M. Best Rating of A-:VII or better, and in at least the below-listed amounts. The insurance limits requested/required under this Agreement in no way limit the legal liability or amounts recoverable in the event of a loss.

A. Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit	$1,000,000
Medical Expenses (any one person)	$1,000,000
Personal & Advertising Injury	$1,000,000
General Aggregate	$2,000,000

B. Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than $1,000,000:

Employers Liability – Each Accident	$1,000,000
Employers Liability – Each Employee	$1,000,000
Employers Liability – Policy Limit	$1,000,000

Worker's Compensation policy must include under 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for the City of Tyler, Texas. Workers' compensation is required, and no "alternative" forms of insurance shall be permitted;

C. Business Automotive Liability with limits of not less than:

$1,000,000 single limit any one accident, covering any vehicle including all owned, non-owned or hired vehicles.

D. Commercial Umbrella/Excess Liability: If limits are not met in the primary insurance contracts, Umbrella/Excess Liability Insurance may be used to achieve the minimum limits required above. Umbrella/Excess Liability policy shall be written with the limits of not less than what is required above per occurrence and in the aggregate, will be excess over and be no less broad than and "following form" over and including coverage described above. Inception and expiration dates will be the same as the underlying policies.

E. DEVELOPER shall provide the CITY with a Certificate of Insurance Form that complies with requirements stated in this **Section 12,** and as outlined in **Exhibit D,** verifying the existence of coverage in amounts and types specified on the Certificate for all persons and entities working on the State right of way.

F. DEVELOPER shall be responsible for ensuring that its Construction Contractor or any of their sub-contractors hired to complete any work on the Project is required to and does carry insurance that satisfies all term/limit insurance requirements under this Agreement. DEVELOPER shall bear the responsibility of verifying and ensuring that all coverage obtained by sub-contractors is adequate and satisfies this provision.

G. **CITY as Additional Insured**. CITY shall be endorsed by using the following language, *"The City of Tyler (i.e., Certificate Holder) shall be named as an Additional Insured as respects to General Liability and Auto and shall have a Waiver of Subrogation as respects to the General Liability and Auto and Worker's Compensation all as required by written contract subject to policy terms, conditions and exclusions. Coverage is primary, non-contributory as respects to General Liability and Auto as required by written contract. No policy shall be cancelled until after thirty (30) days' written notice to City, except 10 days' notice for failure to pay insurance deductibles."*

H. **Form of Additional Insured Endorsements**. DEVELOPER shall provide or cause the Construction Contractor(s) to provide the CITY with **one of the three** Endorsement Options listed in **Exhibit D**, "**Endorsements Required**", of this Agreement. All Endorsements shall be in the form required.

Section 13. INDEMNIFICATION.

A. DEVELOPER AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS AND OTHER CONSULTANTS FROM AND AGAINST ALL LIABILITY FOR ANY AND ALL CLAIMS, LIENS, DEMANDS, AND DAMAGES OF EVERY KIND FOR INJURIES TO PERSONS INCLUDING DEATH, PROPERTY DAMAGE INCLUDING LOSS OF USE, AND EXPENSES INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT AND CAUSED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY THE NEGLIGENT OR

INTENTIONAL ACTS OR OMISSIONS OF DEVELOPER, ITS CONTRACTOR OR SUBCONTRACTORS, OR ANYONE FOR WHOSE ACTS THE DEVELOPER, CONTRACTOR OR SUBCONTRACTORS MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIMS OR DAMAGES OCCURRED ON PROPERTY BELONGING TO THE CITY. THE DEVELOPER'S INDEMNIFICATION OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, DEVELOPER'S DUTY TO INDEMNIFY AND DEFEND CITY UNDER THIS PARAGRAPH WILL APPLY AND WILL EXTEND TO COVER LOSSES REGARDLESS OF WHETHER SUCH LOSSES ARE CAUSED BY EITHER DEVELOPER'S OR CITY'S CONCURRENT, COMPARATIVE, OR CONTRIBUTORY NEGLIGENCE. PROVIDED, HOWEVER, NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS OBLIGATING DEVELOPER TO INDEMNIFY THE CITY FOR THE NEGLIGENCE OR ACTIONS OF THE CITY, ITS AGENTS, SERVANTS, OR EMPLOYEES, OR THIRD PARTIES OVER WHOM DEVELOPER HAS NO RIGHT OF CONTROL.

B. **DEVELOPER AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS AND OTHER CONSULTANTS FROM AND AGAINST ALL LIABILITY FOR ANY AND ALL CLAIMS, LIENS, DEMANDS, AND DAMAGES OF EVERY KIND ARISING OUT OF OR RESULTING FROM ANY INFRINGEMENT BY THE DEVELOPER, ITS CONTRACTOR OR SUBCONTRACTORS, OR ANYONE FOR WHOSE ACTS THE DEVELOPER, CONTRACTOR OR SUBCONTRACTORS MAY BE LIABLE OF PATENT RIGHTS OR COPYRIGHTS INCIDENT TO THE PERFORMANCE OF THIS AGREEMENT OR RESULTING FROM THE INCORPORATION IN THE WORK PERFORMED THEREUNDER OF ANY INVENTION, DESIGN, PROCESS, PRODUCT OR DEVICE.**

C. **IT IS AGREED FOR ALL PURPOSES HEREUNDER, DEVELOPER 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, AND DEVELOPER SHALL IN NO MANNER INCUR ANY EXPENSES OR LIABILITY ON BEHALF OF CITY.**

D. **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 DEVELOPER WHICH MAY NOW EXIST OR WHICH MAY HEREAFTER ARISE UPON THE PREMISES, ANY AND ALL SUCH DEFECTS BEING EXPRESSLY WAIVED BY DEVELOPER. DEVELOPER 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 DEVELOPER OR ANY OF ITS MEMBERS, AGENTS, EMPLOYEES, CUSTOMERS, OR VISITORS.**

E. **IT IS FURTHER AGREED WITH RESPECT TO THE ABOVE INDEMNITY, THAT CITY AND DEVELOPER 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 DEVELOPER OR CITY, AND CITY SHALL HAVE THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS.**

F. **DEVELOPER AGREES TO COMPLY WITH THE WORKER'S COMPENSATION ACT OF THE STATE OF TEXAS AND TO PAY OR CAUSE TO BE PAID ALL COMPENSATION, MEDICAL OR HOSPITAL BILLS WHICH MAY BECOME DUE AND PAYABLE THEREUNDER, AND TO INDEMNIFY, HOLD HARMLESS AND DEFEND CITY FROM AND AGAINST ANY AND ALL LIABILITY BY REASON OF INJURY OF EMPLOYEES OF DEVELOPER. DEVELOPER SHALL FURNISH CITY WITH A CERTIFICATE FROM ITS INSURANCE CARRIER EVIDENCING DEVELOPER'S COMPLIANCE THEREWITH.**

G. **DEVELOPER AGREES TO COMPLY WITH ABOVE REQUIREMENTS IN CONNECTION WITH SERVICES AND/OR WORK COVERED UNDER THIS AGREEMENT.**

Section 14. Statutory Performance and Maintenance Bond and Payment Bonds.

A. Prior to the commencement of the construction of the Project, DEVELOPER shall provide or cause the Construction Contractor(s) chosen to provide the CITY with a good and sufficient ***Statutory Performance and Maintenance Bond and Payment Bond*** in the amount equal to one hundred percent (100%) of the total amount of the Project Cost.

B. Sureties may not be accepted who are now in default or delinquent on any bonds or who are involved in any litigation against the CITY. All bonds must be made on the form provided in **Exhibit D** of this Agreement and must be executed by an approved surety company authorized to do business in the State of Texas and registered by the State Board of Insurance to conduct business in the State of Texas.

C. Each bond must be executed by the Construction Contractor and the sureties. Should any surety be determined unsatisfactory at any time by the City, notice will be given to the DEVELOPER to that effect, who will cause a new surety bond to be provided satisfactory to the CITY within fifteen (15) calendar days. Payments may be withheld until the new surety or sureties have qualified and been accepted by the CITY.

Section 15. Notices. All notices, requests, demands and other communications under this Agreement shall be given by electronic mail and either (i) overnight courier or (ii) hand delivery addressed as follows:

If to the CITY: City of Tyler
P.O. Box 2039
Tyler, Texas 75710
Attn: Darin Jennings, PE
Email: djennings@tylertexas.com
Phone: 903-531-1239

If to DEVELOPER: Tyler Oak Creek Development, LLC
7266 Crosswater
Tyler Texas 75703
Attn: Lenard McMillin
Email: lenardmcmillin@gmail.com

Phone: 903-539-9634

Section 16. Default, Termination of Agreement, and Warranty.

A. Default. A default shall exist if either party fails to perform or observe any material covenant contained in this Agreement. The non-defaulting party shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event which would constitute a default or, with the giving of notice or passage of time, or both, would constitute a default under this Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the non-defaulting party requires or proposes to require with respect to curing the default.

If a default shall occur and continue, after thirty (30) days' notice to cure default, the non-defaulting party may, at its option, pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law, without the necessity of further notice to or demand upon the defaulting party. Non-defaulting party shall not, however, pursue remedies for as long as defaulting party proceeds in good faith and with due diligence to remedy and correct the default, provided that defaulting party has commenced to cure such default within thirty (30) days following notice.

B. Termination. This Agreement is subject to termination by any Party upon or after default and 30 days' notice to cure. This Agreement is also subject to termination if construction of the Project does not begin within twelve (12) months from the effective date hereof. Otherwise, this Agreement is to remain in full force and effect unless terminated by mutual agreement of the parties hereto.

The CITY may terminate this Agreement without notice or any opportunity to cure for any of the following reasons:

1. Insolvency of, the making of a transfer in fraud of creditors by, or the making of an assignment for the benefit of creditors by, the DEVELOPER.
2. Filing of a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof by the DEVELOPER, or adjudication as a bankrupt or insolvent in proceedings filed against the DEVELOPER.
3. Appointment of a receiver or trustee for all or substantially all of the assets of the DEVELOPER.

In the event this Agreement is terminated due to default and failure to cure by DEVELOPER, or for any other reason set forth in this Section, then CITY may, at CITY's option, complete the Project by CITY's own crews or by outside contractors, and the reasonable cost of completion shall be paid with any unexpended funds left remaining under the Agreement for uncompleted or defective work by the DEVELOPER. In such event, DEVELOPER shall have no claim for any other funds of the CITY.

C. Warranty. If the Work is found to be defective, either wholly or in part, and/or found to be non-conforming with the Contract Documents and/or the Construction Documents during the 12-month period following completion of the Project as defined in the Construction Contract,

CITY shall immediately give DEVELOPER written notice thereof specifying the defect and/or non-conforming Work with particularity. DEVELOPER shall correct such defective or nonconforming Work within thirty (30) days of notice thereof given by CITY, or within such longer time as may be reasonably necessary, as determined by the CITY, provided DEVELOPER is working diligently and continuously towards a cure. If DEVELOPER fails to so cure such defective or non-conforming Work, then CITY may, at its own expense, correct such defective or non-conforming Work by CITY's own crews or by outside contractors, at CITY's option, and the reasonable cost of such correction shall be deemed to be sums due CITY by DEVELOPER, and may be offset against any outstanding sums due by CITY to DEVELOPER under this Agreement. The cost of CITY crews shall be determined by prevailing market rates for performing the work required to correct such defects and/or nonconforming work. At the end of said 12-month period, all available product and workmanship material warranties, including all warranties given by Contractor(s), shall be assigned to CITY, to the extent assignable. This provision shall survive termination of this Agreement.

Section 17. Entire Agreement, Modification. This Agreement constitutes the entire agreement between the Parties concerning the design and construction costs related to the construction of a segment of Three Lakes Parkway as described herein and it supersedes all other agreements or understandings, oral or written. There have been and are no agreements, covenants, representations, or warranties between the parties other than those expressly stated or provided for herein. No related modification or subsequent agreement shall be binding upon any party unless and until it is reduced to writing and signed by the parties.

Section 18. Applicable Law. Venue. This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought to enforce or interpret this Agreement shall lie exclusively in a court of competent jurisdiction in Smith County, Texas for actions in state court, and in the Eastern District of Texas, Tyler Division, for actions in federal court. The Parties shall comply with all applicable federal, state, and local laws in the performance of this Agreement.

Section 19. Parties in Interest. Successors and Assigns. This Agreement shall be for the sole and exclusive benefit of the CITY and DEVELOPER and shall not be construed to confer any benefit or right upon any other party. This Agreement shall apply to and be binding upon the parties hereto and respective officers, directors, successors in interest and assigns. This Agreement is not assignable without the express written consent of the other party.

Section 20. Binds Heirs, Successors and Assigns. DEVELOPER acknowledges that it will comply with the terms of this Agreement for any work completed under this Agreement. DEVELOPER hereby jointly and severally binds itself, its heirs, successors and assigns and representatives for the faithful and full performance of the terms and provisions of this Agreement.

Section 21. Authorization. Each party represents that:

A. Execution and delivery of this Agreement by it has been duly authorized by its governing body or other persons from whom such party is legally bound to obtain authorization; and

B. That project completion as contemplated herein will not result in a breach or violation of, or a default under, any agreement by which it or any of its properties is bound, or by any statute, rule, regulation, order, or other law to which it is subject.

IN WITNESS HEREOF, the parties have executed this agreement on this _____ day of

_____ 2024.

FOR THE CITY OF TYLER, TEXAS:

ATTEST:

By: _____
City Manager

Edward Broussard
Printed Name

By: _____
City Clerk

Cassandra Brager
Printed Name

APPROVED:

By: _____
City Attorney's Office

_____
Printed Name

RECOMMENDED:

By: _____
Department Leader

Darin Jennings
Printed Name

STATE OF TEXAS §

COUNTY OF SMITH §

This instrument was acknowledged before me on this the _____ day of _____ 2023, by **Edward Broussard, City Manager**, on behalf of **CITY OF TYLER**.

_____

Notary Public in and for the State of Texas

Project Name: Shackleford Creek Bridge on Marsh Farm Road

AGENDA ITEM NUMBER: _____
DATE CITY COUNCIL APPROVED: _____

FOR THE DEVELOPER:
Shackleford Creek Land Company, LLC

By: _____

_____
Title

_____
Printed Name

THE STATE OF TEXAS §
§ **DEVELOPER'S ACKNOWLEDGEMENT**
COUNTY OF SMITH §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, who is known to me, or who was proved to me through _____ to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed.

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

_____
Notary Public in and For the State of Texas

My Commission Expires: _____ _____
Notary's Printed Name

Exhibit *A*

Location Map

EXHIBIT A
LOCATION MAP

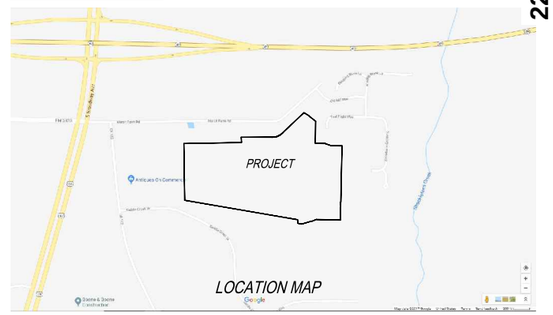
LEGEND:

AREA INCLUDED IN PROPORTIONALITY CALCULATIONS.

MARSH FARM ROAD EXTENSION.

ADDITIONAL LENGTHS OF MARSH FARM ROAD IN PROPORTIONALITY CALCULATIONS.

SITE INFORMATION:



TOLL 49

TO HIGHWAY 69
(S. BROADWAY AVE.)

TO FM 756
(PALUXY DRIVE)

SINGLE FAMILY RESIDENTIAL 30 AC. 60 LOTS

SINGLE FAMILY RESIDENTIAL 52 AC. 104 LOTS

SINGLE FAMILY RESIDENTIAL 30 AC. 60 LOTS

FUTURE DEVELOPMENT

TRIP GENERATION LIMIT

TRIP GENERATION LIMIT

ADDTIONAL ROAD LENGTH INCLUDED IN PROPORTIONALITY

MARSH FARM ROAD EXTENSION

SINGLE FAMILY RESIDENTIAL 30 AC. 60 LOTS

FUTURE DEVELOPMENT

FUTURE DEVELOPMENT

FUTURE DEVELOPMENT

ADDTIONAL ROAD LENGTH INCLUDED IN PROPORTIONALITY

SMALL LOT 7.5 AC. 85 LOTS 7,500 SF TYP

SINGLE FAMILY RESIDENTIAL 24 AC. 52 LOTS

SHACKLEFORD CREEK BRIDGE

N

SCALE: 1" = 600'

GRAPHIC SCALE

0 600 1200 FEET

SHACKLEFORD CREEK LAND COMPANY

The BROOKS At Cumberland Park

BALLARD & BRAUGHTON ENGINEERING

PLANNING CONCEPTS

Urban Planning • Design • Land Use Solutions
Parks and Open Space Planning

3815 Old Bullard Rd - Tyler, Texas 75701 - 903-561-4950

EXHIBIT B
Cost Share Guidelines

DEVELOPERS prepared a Proportionality Analysis, which was reviewed and accepted by the CITY's Engineering Department, that shows the demand generated by the development requires extension and oversizing of Marsh Farm Rd and the Shackleford Creek Bridge (referred to as the "Original Demand Public Improvements").

DEVELOPER'S payment for the Original Demand Public Improvements (**excluding** any oversizing) = $3,747,162.45.

CITY agrees to reimburse DEVELOPER in an amount that equals to twenty seven percent (27%) of such cost = $1,011,733.86. (*Tex. Loc. Gov't Code §212.904 CITY's participation level shall be based on the proportionality analysis***)**

The CITY has determined that the Public Improvements provided for herein shall be increased **above** their original demand size to a forty foot (40') wide street cross section for the length of Marsh Farm Road and the bridge over Shackelford Creek (referred to as the "Oversized Public Improvements"),

DEVELOPER's payment for Oversized Public Improvements = $3,747,162.45.

City will reimburse DEVELOPER twenty seven percent (27%) of the cost of the Oversized Public Improvements = $1,011,733.86.

Marsh Farm Road Extension & Bridge over Shackleford Creek
Total Construction Cost = $3,747,162.45

***Developers' Proportional Share of the Total Project Cost* = $2,735,428.59 (73%)**

***City's Proportional Share of the Total Project Cost = $1,011,733.86* (27%)**

EXHIBIT C – REQUIRED INSURANCE

1.	All pages of the *Certificate of Liability Insurance* shall be attached. *See* lower right corner of certificate for *ex toto* pagination. E.g. Page 1 of 2
2.	Policy Effective and Expiration Dates (for each type of coverage) Policy **effective date** is ON or BEFORE Contract date, and Policy **expiration date** should extend at least 6 months into the future OR for the estimated project length, whichever is greater.
3.	General Liability ☒ **Occurrence** Box is Checked ☒ **Per Project** Box is Checked for General Aggregate Limit.
4.	Automobile Liability At a minimum each of the following boxes should be checked: ☒ Any Auto OR ☒ All Owned Autos, and ☒ Hired Autos, and ☒ Non-Owned Autos.
5.	Excess/Umbrella Liability ☒ Occurrence Box is Checked
6.	Workers Compensation and Employers Liability ☒ WC Statutory Limits Box is Checked
7.	Look at the "Description of Operations . . . Special Provisions" Box. Clearly indicate the **CITY** has been endorsed by using this language: *"The City of Tyler (i.e. Certificate Holder) shall be named as an Additional Insured as respects to General Liability and Auto and shall have a Waiver of Subrogation as respects to the General Liability and Auto and Worker's Compensation all as required by written contract subject to policy terms, conditions and exclusions. Coverage is primary, non-contributory as respects to General Liability and Auto as required by written contract. No policy shall be cancelled until after thirty (30) days' written notice to City, except 10 days' notice for failure to pay insurance deductibles."*
8.	Clearly identify each policy's limits, flat & percentage deductibles, sub-limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
9.	Certificate Holder: City of Tyler P.O. Box 2039 Tyler, TX 75710

Section 11 ENDORSEMENTS

[Endorsements Shall Be Inserted Here]

Name of Additional Insured Person(s) or Organization(s):	**Location(s) of Covered Operations:**
City of Tyler **P.O. Box 2039** **Tyler, TX 75710**	**Project** [*insert project name*], **City of Tyler Contract Number?** **Dated** [*insert month and year of contract*].

Contractor shall choose one of the three Endorsement Option stated below. All Endorsements shall be in the form required. All pages of the Endorsement(s) shall be attached.

COMMERCIAL GENERAL LIABILITY

CONTRACTOR agrees to endorse the **CITY** as an "Additional Insured" on the Commercial General Liability with: [*Select Option 1 or Option 2 below*] [*See* Section 16.8.3 and 16.8.9]

Option 1	**FORM: CG 20 10 10 01** Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization **AND** **FORM: CG 20 37 07 04** Additional Insured – Owners, Lessees, or Contractors – Completed Operations
	OR
Option 2	**FORM: CG 20 10 07 04** Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization **AND** **FORM: CG 20 37 07 04** Additional Insured – Owners, Lessees, or Contractors – Completed Operations
	OR
Option 3	**FORM:** ISO/PROPRIETARY FORM STATING SAME OR SUBSTANTIALLY SIMILAR LANGUAGE AS CG 20 10 07 04 /CG 20 10 10 01 AND THAT PROVIDES THE SAME OR BETTER COVERAGE. Additional Insured: Owners, Lessees, or Contractors, Scheduled Person or Organization – Your Work **AND** **FORM:** ISO/PROPRIETARY FORM STATING SAME OR SUBSTANTIALLY SIMILAR LANGUAGE AS CG 20 37 07 04 AND THAT PROVIDES THE SAME OR BETTER COVERAGE. Contractors' Commercial General Liability Broadened – with coverage for Completed Operations in conformance to specific written contract

COMMERCIAL UMBRELLA / EXCESS LIABILITY

CONTRACTOR agrees to endorse the **CITY** as an "Additional Insured" under the Commercial Umbrella / Excess Liability as also provided herein. [*See* Section 16.8.8 and 16.8.9]

INLAND MARINE BUILDER'S RISK INSURANCE

♦ If applicable **CONTRACTOR** agrees to endorse the **CITY** as an "Additional Insured" under the Inland Marine Builders Risk Insurance as also provided herein. [*See* Section 16.8.6 and 16.8.9]

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

SAMPLE

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

SAMPLE

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EXHIBIT D
Performance and Maintenance Bond and Payment Bond

THE STATE OF TEXAS	§	**STATUTORY**
	§	**PERFORMANCE AND MAINTENANCE BOND**
	§	**AND**
	§	**PAYMENT BOND**
	§	
	§	
	§	**PURSUANT TO**
	§	
	§	**CITY POLICY, AGREEMENT**
	§	**AND/OR**
COUNTY OF SMITH	§	**TEX. GOV'T CODE, TITLE 10, CHAPTER § 2253**

THAT,_____ [*contractor*], as **PRINCIPAL**, and _____ [*surety*], a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as **SURETY**, are held and firmly bound unto the City of Tyler (**CITY**), Texas in Smith County, as **OBLIGEE**, in the amount of _____ [*insert figure using written words*], ($_____) [*insert numerical figure*] payable to the City of Tyler, Texas for the payment of which, the said **PRINCIPAL** (Contractor) and **SURETY** bind themselves, and their heirs, administrators, executors, successors, legal representatives, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the **PRINCIPAL** (Contractor) has entered into a certain contract with the **OBLIGEE** (City), dated the _____ day of _____, 20_____ [*insert date from **Standard Form of Agreement***], for:

City of Tyler Contract Number?	Enter TWU contract number here
Project Name	Enter project name here

which contract is hereby referred to as the AGREEMENT and made a part hereof as fully and to the same extent as if copied at length herein;

WHEREAS, the performance bond guarantees the **OBLIGEE** (City) that the **PRINCIPAL** (Contractor) will fully and faithfully execute the Work and performance of the AGREEMENT according to its terms including price and time and is solely for the protection of the **OBLIGEE** (City) in the amount of the contract and conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents;

WHEREAS, pursuant to TEX. GOV'T CODE ANN. § 2253.021 and the ***Standard Form of Agreement,*** a performance bond is required when the contract amount is in excess of one hundred thousand dollars ($100,000);

WHEREAS, the maintenance bond guarantees the **OBLIGEE** (City) that the **PRINCIPAL** (Contractor) will guarantee the Work against faulty workmanship and/or materials for a specified period of time following completion of the AGREEMENT;

WHEREAS, pursuant to City policy and the ***Standard Form of Agreement*** a maintenance bond shall accompany the performance bond for the **PRINCIPAL** (Contractor) to guarantee the Work against faulty workmanship and/or materials for a maintenance period of a specified period of one (1) year after the date of final acceptance of the Work;

WHEREAS, the payment bond guarantees the **OBLIGEE** (City) that the **PRINCIPAL** (Contractor) shall pay all bills for materials and labor for work provided for in said AGREEMENT and is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work, labor or material and in the amount of the contract;

WHEREAS, pursuant to TEX. GOV'T CODE ANN. § 2253.021, for contracts in excess of $25,000 a payment bond is required; however, pursuant to **CITY** Policy and the ***Standard Form of Agreement*** a payment bond shall be required for ALL projects regardless of value;

WHEREAS, the **PRINCIPAL** (Contractor), is required by law, pursuant to TEX. GOV'T CODE ANN. § 2253.021 and/or the ***Standard Form of Agreement,*** to execute all bonds before commencing the Work.

NOW THEREFORE:

THE FIRST (1st) CONDITION OF THIS OBLIGATION IS SUCH, that if the said **PRINCIPAL** shall faithfully **perform** the Work required by and in accordance with the AGREEMENT then this obligation shall be null and void; otherwise it shall remain in full force and effect;

THE SECOND (2nd) CONDITION OF THIS OBLIGATION IS SUCH, that if the said **PRINCIPAL** (Contractor) shall faithfully perform the Work required by and in accordance with the AGREEMENT including any performance required of said **PRINCIPAL** (Contractor) for a **maintenance** period of one (1) year after the date of final acceptance of the work, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

THE THIRD (3rd) CONDITION OF THIS OBLIGATION IS SUCH, that if the said **PRINCIPAL** (Contractor) shall **pay** all claimants supplying the labor and material to him or a subcontractor in the prosecution of the Work provided for in said AGREEMENT, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the TEX. GOV'T CODE ANN. and all liabilities on this bond shall be determined in accordance with the provision, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the AGREEMENT, or to the Work performed hereunder, or the plans, specifications, or drawings accompanying the same, shall in anywise affect its obligation on this bond, and **SURETY** does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the AGREEMENT, or to the Work performed thereunder.

The undersigned **SURETY** company represents that it is duly qualified to do business in Texas and is registered by the State Board of Insurance to conduct business in the State of Texas, and acceptable according to the latest list of the companies holding Certificates of Authority from the Secretary of the Treasury of the United States and hereby designates _____ [*insert Agent's name*], an agent in Smith County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship and to establish venue in Smith County, Texas.

IN WITNESS WHEREOF, the said **PRINCIPAL** (Contractor) and **SURETY** have signed and sealed this instrument this _____ day of _____, 20_____.

DATE OF BONDS MUST NOT BE PRIOR TO DATE ON *Standard Form of Agreement*

BOND NUMBER: _____

PRINCIPAL (Contractor)	**SURETY**
Printed Name of Principal	Printed Name of Surety
Physical Address	Physical Address
Mailing Address	Mailing Address
Telephone Number	Telephone Number
By:	**By:**
Signature	Signature
Title	Title
	SURETY'S SEAL:

******* NOTE *******

If signed by an Attorney-in-Fact a copy of the Power of Attorney shall be attached, or

If signed by an officer of the Surety Company a certified extract from the by-laws showing that this person has authority to sign obligation shall be attached

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: C-A-1

Date: May 22, 2024

Subject: Request that the City Council consider reviewing and accepting the Investment Report for the quarter ending March 31, 2024.

Page: Page 1 of

Item Reference:

The City of Tyler Investment Portfolio Summary includes all of the core information required under the Public Funds Investment Act plus some additional supporting information that has been prepared to assist the City Council in the quarterly review process. Please reference the attachment labeled as Investments held on March 31, 2024.

RECOMMENDATION:

Request that the City Council consider reviewing and accepting the Investment Report for the quarter ending March 31, 2024.

ATTACHMENTS:

Investment Portfolio March 31, 2024
Investments_held_on_March_31
Market Outlook 2024 04 05

Drafted/Recommended By:
Department Leader

Keidric Trimble, CFO

Edited/Submitted By:
City Manager

INVESTMENT PORTFOLIO SUMMARY

For the Quarter Ended

March 31, 2024

Prepared by

Valley View Consulting, L.L.C.

The investment portfolio of the City of Tyler is in compliance with the Public Funds Investment Act and the Investment Policy.

Chief Financial Officer

Controller

Accounting Manager

Disclaimer: These reports were compiled using information provided by the City. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

Summary
Quarter End Results by Investment Category

City Funds

Asset Type	December 31, 2023 Ave. Yield	December 31, 2023 Book Value	December 31, 2023 Market Value	March 31, 2024 Ave. Yield	March 31, 2024 Book Value	March 31, 2024 Market Value
Pools/Bank	4.36%	$ 40,632,891	$ 40,632,891	4.78%	$ 42,832,019	$ 42,832,019
Securities/CDs	4.74%	97,583,292	97,477,968	4.75%	105,280,527	105,245,767
Totals	4.63%	**$ 138,216,184**	**$ 138,110,859**	4.76%	**$ 148,112,546**	**$ 148,077,786**

Current Quarter Average Yield *(1)*

Total Portfolio	4.76%

Fiscal Year-to-Date Average Yield *(2)*

Total Portfolio	4.69%

Interest Earnings

Quarterly Interest Income	$ 1,679,809	Approximate
Year-to-date Interest Income	$ 3,368,539	Approximate

Bank Fees Offset

Quarterly Bank Fees Offset	$ 11,094
Year-to-date Bank Fees Offset	$ 22,861

Hotel Bond

Asset Type	December 31, 2023 Ave. Yield	December 31, 2023 Book Value	December 31, 2023 Market Value	March 31, 2024 Ave. Yield	March 31, 2024 Book Value	March 31, 2024 Market Value
Pools/Bank	5.54%	$ 7,257	$ 7,257	5.47%	$ 7,356	$ 7,356
Totals	5.54%	**$ 7,257**	**$ 7,257**	5.47%	**$ 7,356**	**$ 7,356**

Current Quarter Average Yield *(1)*

Total Portfolio	5.47%

Fiscal Year-to-Date Average Yield *(2)*

Total Portfolio	5.51%

Interest Earnings

Quarterly Interest Income	$ 100	Approximate
Year-to-date Interest Income	$ 167	Approximate

Summary
Quarter End Results by Investment Category

(Continued)

Water Utilities Revenue Bond

Asset Type	December 31, 2023 Ave. Yield	December 31, 2023 Book Value	December 31, 2023 Market Value	March 31, 2024 Ave. Yield	March 31, 2024 Book Value	March 31, 2024 Market Value
Pools/Bank	5.13%	$ 66,492,672	$ 66,492,672	5.13%	$ 59,591,727	$ 59,591,727
Totals	5.13%	**$ 66,492,672**	**$ 66,492,672**	5.13%	**$ 59,591,727**	**$ 59,591,727**

Current Quarter Average Yield *(1)*	
Total Portfolio	5.13%

Fiscal Year-to-Date Average Yield *(2)*	
Total Portfolio	5.13%

Interest Earnings		
Quarterly Interest Income	$ 789,846	Approximate
Year-to-date Interest Income	$ 1,137,691	Approximate

Total Portfolio

Current Quarter Average Yield *(1)*	
Total Portfolio	4.86%
Rolling Three Month Treasury	5.46%
Rolling Six Month Treasury	5.37%
TexPool	5.32%

Fiscal Year-to-Date Average Yield *(2)*	
Total Portfolio	4.83%
Rolling Three Month Treasury	5.49%
Rolling Six Month Treasury	5.43%
TexPool	5.34%

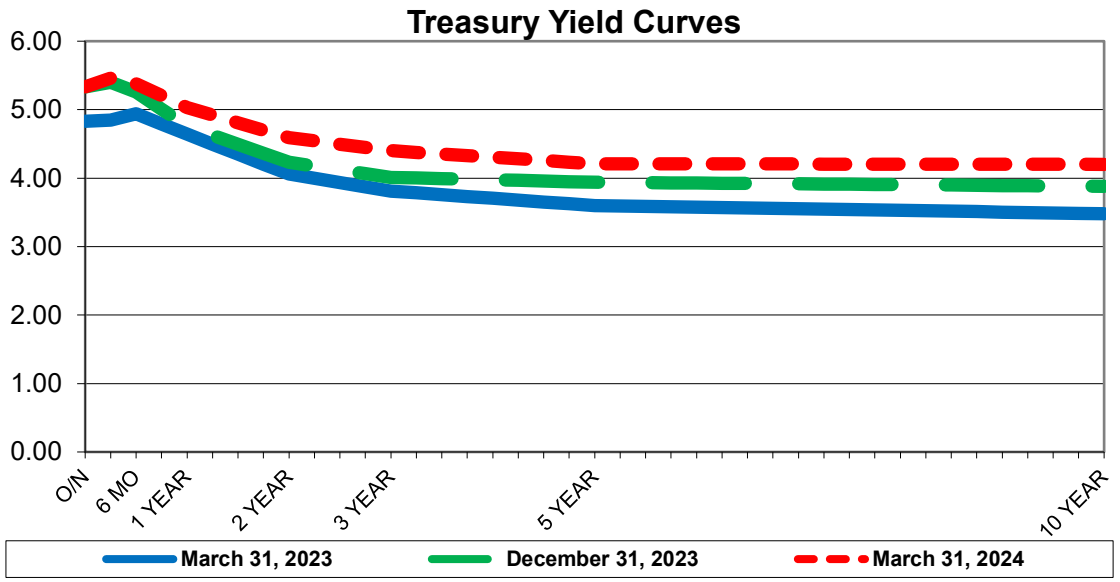
(1) **Current Quarter Weighted Average Yield** - calculated using quarter end report yields and adjusted book values; does not reflect a total return analysis, realized or unrealized gains/losses, or account for investment advisory fees. The yield for the reporting month is used for bank, pool, and money market balances.

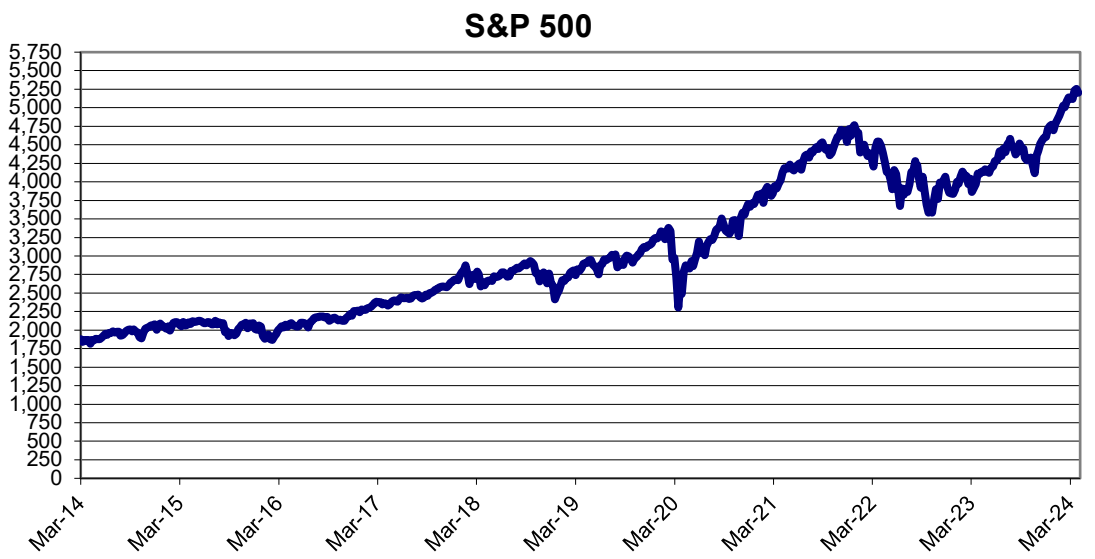
(2) **Fiscal Year-to-Date Weighted Average Yields** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

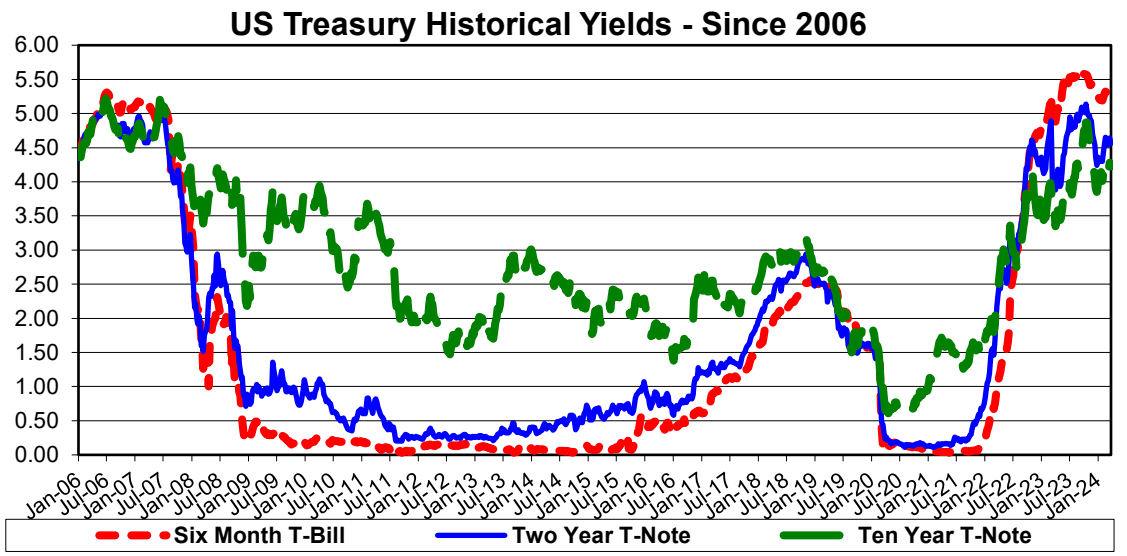
Economic Overview

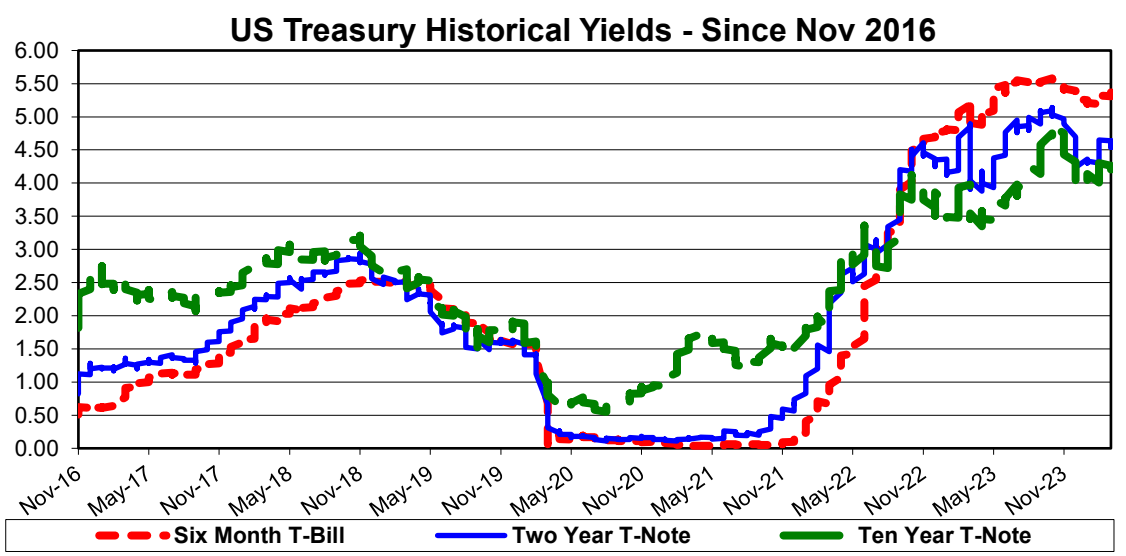
3/31/2024

The Federal Open Market Committee (FOMC) maintained the Fed Funds target range 5.25% - 5.50% (Effective Fed Funds are trading +/-5.33%). All expectations are for reduced future rates, but any actions will be meeting-by-meeting and "data-dependent." Fourth Quarter 2023 GDP recorded a stronger than expected 3.4%. The S&P 500 Stock Index reached another new high closing over 5,200. The yield curve remains inverted but longer yields rose slightly. Crude Oil traded over $87 per barrel. Inflation stubbornly remained above the FOMC 2% target (Core PCE +/-2.8% and Core CPI +/-3.8%). Reduced global economic outlooks and ongoing/expanding military conflicts continue increasing uncertainty.









Investment Holdings

March 31, 2024

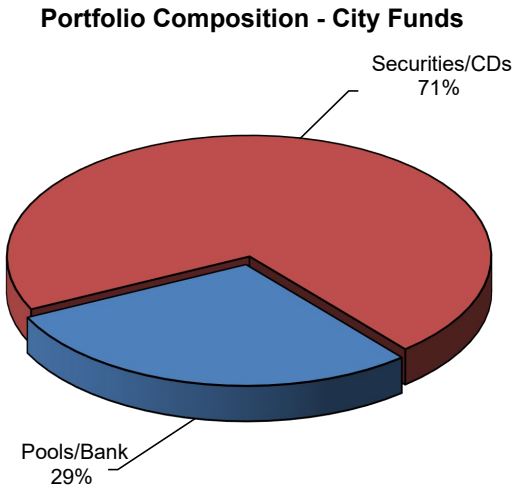
Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
City Funds										
Cash - Pooled (3)		0.50%	04/01/24	03/31/24	$ 6,659,725	$ 6,659,725	1.00	$ 6,659,725	1	0.50%
NOW		5.60%	04/01/24	03/31/24	24,777,900	24,777,900	1.00	24,777,900	1	5.60%
InterBank MMA		5.50%	04/01/24	03/31/24	11,394,394	11,394,394	1.00	11,394,394	1	5.50%
Bank OZK CD		4.92%	04/12/24	04/12/23	3,661,658	3,661,658	100.00	3,661,658	12	5.04%
FFCB	Aaa/AA+	2.44%	04/18/24	04/27/22	3,000,000	2,999,791	99.87	2,996,040	18	2.59%
FFCB	Aaa/AA+	2.63%	05/16/24	05/18/22	5,000,000	4,999,477	99.66	4,983,000	46	2.71%
FFCB	Aaa/AA+	2.63%	06/10/24	06/10/22	3,000,000	2,999,592	99.50	2,985,060	71	2.70%
Third Coast Bank CD		5.60%	06/29/24	06/29/23	5,212,961	5,212,961	100.00	5,212,961	90	5.72%
Southside Bank CD		4.50%	10/10/24	04/10/23	3,620,010	3,620,010	100.00	3,620,010	193	4.58%
Citizen's 1st Bank CD		4.52%	11/08/24	05/08/23	3,119,230	3,119,230	100.00	3,119,230	222	4.59%
Veritex Community Bank CD		4.92%	01/27/25	01/26/24	10,577,890	10,577,890	100.00	10,577,890	302	5.03%
East West Bank CD		5.08%	02/26/25	02/26/24	9,546,550	9,546,550	100.00	9,546,550	332	5.21%
Southside Bank CD		4.70%	03/14/25	03/14/23	10,479,682	10,479,682	100.00	10,479,682	348	4.78%
American Nat'l Bank & Trust CD		4.50%	05/05/25	05/04/23	4,152,982	4,152,982	100.00	4,152,982	400	4.59%
Texas Bank CD		4.56%	06/05/25	06/08/23	8,303,091	8,303,091	100.00	8,303,091	431	4.66%
Third Coast Bank CD		5.10%	06/29/25	06/29/23	5,193,706	5,193,706	100.00	5,193,706	455	5.20%
Veritex Community Bank CD		5.00%	07/11/25	07/11/23	3,101,753	3,101,753	100.00	3,101,753	467	5.12%
American Nat'l Bank & Trust CD		5.10%	08/14/25	08/17/23	3,097,104	3,097,104	100.00	3,097,104	501	5.23%
American Nat'l Bank & Trust CD		5.30%	10/23/25	10/26/23	5,116,029	5,116,029	100.00	5,116,029	571	5.44%
American Nat'l Bank & Trust CD		5.00%	11/27/25	11/29/23	3,050,973	3,050,973	100.00	3,050,973	606	5.13%
American Nat'l Bank & Trust CD		5.00%	12/04/25	12/07/23	3,048,049	3,048,049	100.00	3,048,049	613	5.13%
First Nat'l Bank CD		4.75%	02/21/26	02/21/24	10,000,000	10,000,000	100.00	10,000,000	692	4.84%
BOK Financial CDARS		4.63%	03/19/26	03/21/24	1,000,000	1,000,000	100.00	1,000,000	718	4.74%
BOK Financial CDARS		4.63%	03/26/26	03/28/24	1,000,000	1,000,000	100.00	1,000,000	725	4.74%
BOK Financial CDARS		4.63%	03/26/26	03/28/24	1,000,000	1,000,000	100.00	1,000,000	725	4.74%
City Funds - Sub Total					**$ 148,113,686**	**$ 148,112,546**		**$ 148,077,786**	**262**	**4.76%**
									(1)	**(2)**

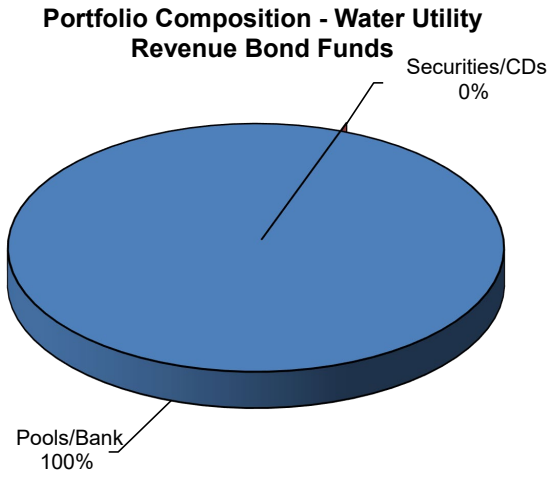
Investment Holdings

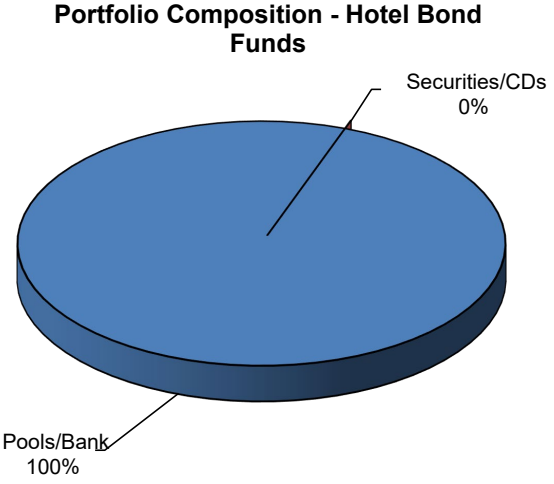
March 31, 2024

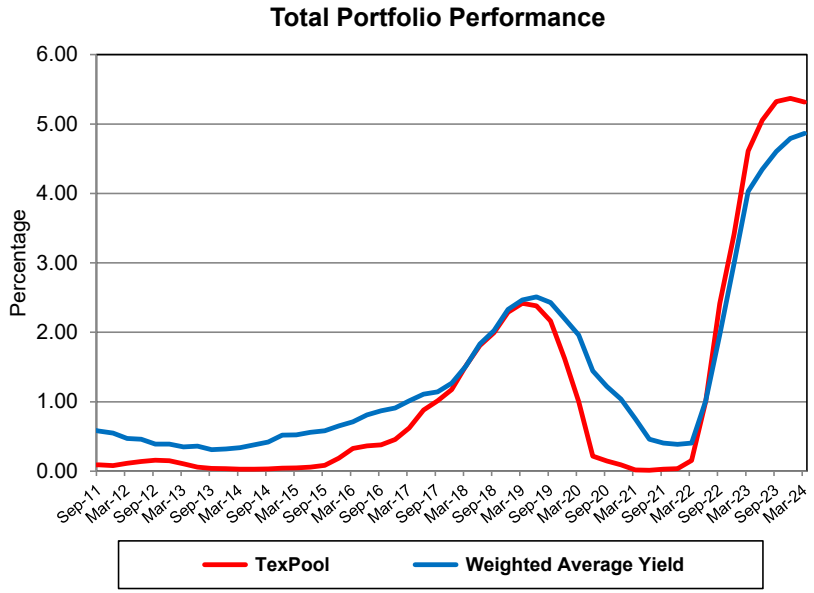
Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
Hotel Bond										
LOGIC - Hotel Bond	AAAm	5.47%	04/01/24	03/31/24	7,356	7,356	1.00	7,356	1	5.47%
Hotel Bond - Sub Total					**$ 7,356**	**$ 7,356**		**$ 7,356**	**1**	**5.47%**
									(1)	**(2)**
Water Utilities Revenue Bond										
NOW #2		5.60%	04/01/24	03/31/24	$ 216	$ 216	1.00	$ 216	1	5.60%
NOW #3 - Bond		5.60%	04/01/24	03/31/24	496,596	496,596	1.00	496,596	1	5.60%
NOW #4 - Bond		5.12%	04/01/24	03/31/24	32,902,040	32,902,040	1.00	32,902,040	1	5.12%
NOW #5 - Bond		5.12%	04/01/24	03/31/24	25,137,593	25,137,593	1.00	25,137,593	1	5.12%
TexSTAR - Bond	AAAm	5.30%	04/01/24	03/31/24	1,055,281	1,055,281	1.00	1,055,281	1	5.30%
Water Utilities Revenue Bond - Sub Total					**$ 59,591,727**	**$ 59,591,727**		**$ 59,591,727**	**1**	**5.13%**
									(1)	**(2)**
Total Portfolio					**$ 207,712,769**	**$ 207,711,630**		**$ 207,676,869**	**187**	**4.86%**
									(1)	**(2)**

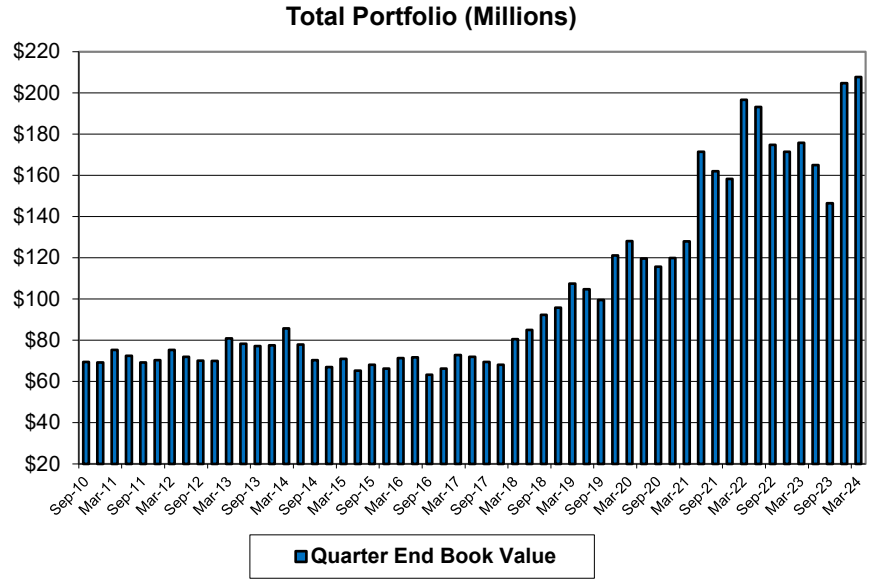
(1) Weighted average life - For purposes of calculating weighted average life, TexPool, TexSTAR, and bank account investments are assumed to have a one day maturity.
(2) Weighted average yield to maturity - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for TexPool, TexSTAR, and bank account investments.
(3) Cash - Pooled funds are used as compensating balances to offset bank service charges and do not generate hard interest.


Portfolio Composition - City Funds
Securities/CDs
71%
Pools/Bank
29%


Portfolio Composition - Water Utility Revenue Bond Funds
Securities/CDs
0%
Pools/Bank
100%


Portfolio Composition - Hotel Bond Funds
Securities/CDs
0%
Pools/Bank
100%


Total Portfolio Performance
Percentage
6.00
5.00
4.00
3.00
2.00
1.00
0.00
Sep-11
Mar-12
Sep-12
Mar-13
Sep-13
Mar-14
Sep-14
Mar-15
Sep-15
Mar-16
Sep-16
Mar-17
Sep-17
Mar-18
Sep-18
Mar-19
Sep-19
Mar-20
Sep-20
Mar-21
Sep-21
Mar-22
Sep-22
Mar-23
Sep-23
Mar-24
TexPool
Weighted Average Yield


Total Portfolio (Millions)
$220
$200
$180
$160
$140
$120
$100
$80
$60
$40
$20
Sep-10
Mar-11
Sep-11
Mar-12
Sep-12
Mar-13
Sep-13
Mar-14
Sep-14
Mar-15
Sep-15
Mar-16
Sep-16
Mar-17
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Mar-18
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Mar-19
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Mar-20
Sep-20
Mar-21
Sep-21
Mar-22
Sep-22
Mar-23
Sep-23
Mar-24
Quarter End Book Value

Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 12/31/23	Increases	Decreases	Book Value 03/31/24	Market Value 12/31/23	Change in Market Value	Market Value 03/31/24
Cash - Pooled	0.50%	04/01/24	$ 9,987,530	$ –	$ (3,327,805)	$ 6,659,725	$ 9,987,530	$ (3,327,805)	$ 6,659,725
NOW	5.60%	04/01/24	23,404,325	1,373,575	–	24,777,900	23,404,325	1,373,575	24,777,900
NOW #2	5.60%	04/01/24	354,738	–	(354,522)	216	354,738	(354,522)	216
NOW #3 - Bond	5.60%	04/01/24	537,485	–	(40,889)	496,596	537,485	(40,889)	496,596
NOW #4 - Bond	5.12%	04/01/24	34,973,471	–	(2,071,431)	32,902,040	34,973,471	(2,071,431)	32,902,040
NOW #5 - Bond	5.12%	04/01/24	30,106,849	–	(4,969,256)	25,137,593	30,106,849	(4,969,256)	25,137,593
InterBank MMA	5.50%	04/01/24	7,241,036	4,153,357	–	11,394,394	7,241,036	4,153,357	11,394,394
TexSTAR - Bond	5.30%	04/01/24	520,129	535,153	–	1,055,281	520,129	535,153	1,055,281
LOGIC - Hotel Bond	5.47%	04/01/24	7,257	100	–	7,356	7,257	100	7,356
Veritex Community Bank CD	4.84%	01/26/24	10,366,391	–	(10,366,391)	–	10,366,391	(10,366,391)	–
East West Bank CD	5.03%	02/26/24	9,427,135	–	(9,427,135)	–	9,427,135	(9,427,135)	–
Bank OZK CD	4.88%	03/15/24	6,374,813	–	(6,374,813)	–	6,374,813	(6,374,813)	–
Bank OZK CD	4.92%	04/12/24	3,617,020	44,638	–	3,661,658	3,617,020	44,638	3,661,658
FFCB	2.44%	04/18/24	2,998,740	1,051	–	2,999,791	2,975,100	20,940	2,996,040
FFCB	2.63%	05/16/24	4,998,441	1,036	–	4,999,477	4,950,150	32,850	4,983,000
FFCB	2.63%	06/10/24	2,999,073	520	–	2,999,592	2,965,680	19,380	2,985,060
Third Coast Bank CD	5.60%	06/29/24	5,141,369	71,592	–	5,212,961	5,141,369	71,592	5,212,961
Southside Bank CD	4.50%	10/10/24	3,579,411	40,599	–	3,620,010	3,579,411	40,599	3,620,010
Citizen's 1st Bank CD	4.52%	11/08/24	3,084,124	35,106	–	3,119,230	3,084,124	35,106	3,119,230
Veritex Community Bank CD	4.92%	01/27/25	–	10,577,890	–	10,577,890	–	10,577,890	10,577,890
East West Bank CD	5.08%	02/26/25	–	9,546,550	–	9,546,550	–	9,546,550	9,546,550
Southside Bank CD	4.70%	03/14/25	10,358,306	121,377	–	10,479,682	10,358,306	121,377	10,479,682
American Nat'l Bank & Trust CD	4.50%	05/05/25	4,106,735	46,247	–	4,152,982	4,106,735	46,247	4,152,982
Texas Bank CD	4.56%	06/05/25	8,209,338	93,753	–	8,303,091	8,209,338	93,753	8,303,091
Third Coast Bank CD	5.10%	06/29/25	5,128,667	65,039	–	5,193,706	5,128,667	65,039	5,193,706
Veritex Community Bank CD	5.00%	07/11/25	3,063,406	38,346	–	3,101,753	3,063,406	38,346	3,101,753
American Nat'l Bank & Trust CD	5.10%	08/14/25	3,057,976	39,128	–	3,097,104	3,057,976	39,128	3,097,104
American Nat'l Bank & Trust CD	5.30%	10/23/25	5,048,877	67,152	–	5,116,029	5,048,877	67,152	5,116,029
American Nat'l Bank & Trust CD	5.00%	11/27/25	3,013,179	37,794	–	3,050,973	3,013,179	37,794	3,050,973
American Nat'l Bank & Trust CD	5.00%	12/04/25	3,010,291	37,758	–	3,048,049	3,010,291	37,758	3,048,049
First Nat'l Bank CD	4.75%	02/21/26	–	10,000,000	–	10,000,000	–	10,000,000	10,000,000
BOK Financial CDARS	4.63%	03/19/26	–	1,000,000	–	1,000,000	–	1,000,000	1,000,000
BOK Financial CDARS	4.63%	03/26/26	–	1,000,000	–	1,000,000	–	1,000,000	1,000,000
BOK Financial CDARS	4.63%	03/26/26	–	1,000,000	–	1,000,000	–	1,000,000	1,000,000
TOTAL / AVERAGE	**4.86%**		**$ 204,716,113**	**$ 39,927,759**	**$(36,932,242)**	**$ 207,711,630**	**$204,610,788**	**$ 3,066,081**	**$207,676,869**

Cash and Investments by Fund

		03/31/2024	12/31/2023	Difference
General Fund	101	$ 44,527,476	$ 35,547,309	$ 8,980,166
General Capital Projects Fund	102	1,176,112	1,449,201	(273,089)
Street Improvement Fund	103	1,552,201	1,811,016	(258,815)
Development Services Fund	202	4,627,602	4,505,358	122,244
Cemeteries Operating Fund	204	197,046	111,324	85,722
Forfeitures Fund	205	369,365	363,449	5,915
Court Technology Fund	207	230,778	172,519	58,259
Hotel-Motel Tax Fund	211	(573,298)	(1,400,094)	826,796
Donations Fund	216	1,281,475	1,220,344	61,131
TIF/TIRZ # 3	218	1,119,233	940,467	178,767
Tyler Tourism & Convention Facilities Fund	219	530,607	457,018	73,589
Half Cent Sales Tax Fund	231	26,255,821	27,683,134	(1,427,313)
Passenger Facility Fund	234	519,101	465,502	53,599
Oil & Natural Gas Fund	235	7,100,086	9,355,532	(2,255,447)
PEG Fee Fund	236	1,220,358	1,187,091	33,268
Fair Plaza Fund	240	(1,728)	(1,728)	–
Retained HUD Admin Fee Fund	274	454	449	5
Housing Assistance Fund	276	1,906,856	987,907	918,948
State/Federal Grants Fund	285	(42,949)	(70,982)	28,033
Transit System Fund	286	(1,237,439)	(993,544)	(243,896)
CDBG Grant Fund	294	69,014	(17,111)	86,126
HOME Grant Fund	295	971,632	237,738	733,894
HOT Debt Service Fund	302	419,163	595,963	(176,800)
Revenue Bond HOT 2021	402	7,356	7,256.76	100
Utilities Fund	502	15,626,070	17,374,152	(1,748,081)
Utilities Construction Fund	503	5,708,848	4,491,050	1,217,798
Utilities Debt Service Fund	504	5,910,001	4,839,739	1,070,262
Utilities Debt Reserve Fund	505	10,561	856,797	(846,236)
Revenue Bond Series 2021	512	1,055,281	520,129	535,153
Revenue Bond Series 2022	513	496,596	537,485	(40,889)
Revenue Bond Series 2019	519	216	354,738	(354,522)
Revenue Bond Series 2023 CIP	520	32,902,040	34,973,471	(2,071,431)
Revenue Bond Series 2023 CD	521	25,137,593	30,106,849	(4,969,256)
Airport Fund	524	1,344,465	1,179,912	164,553
Airport Grant Fund	525	(735,079)	(1,547,334)	812,256
Solid Waste Fund	560	(21,535)	(156,786)	135,252
Solid Waste Capital Projects Fund	562	624,493	542,914	81,579
Storm Water Management	575	2,154,186	2,099,108	55,078
Productivity Improvement Fund	639	2,324,864	2,453,456	(128,592)
Fleet Replacement Fund	640	3,129,615	4,623,717	(1,494,103)
Prop, Liab, W/C Insurance Fund	650	4,008,699	1,916,946	2,091,753
Employee Benefits Fund	661	2,512,307	2,708,096	(195,789)
Prop & Facility Management Fund	663	1,413,286	873,111	540,175
Technology Fund	671	3,143,226	2,363,347	779,879
Payroll Fund	710	1,212,553	1,687,316	(474,763)
Cemetery Trust Fund	713	3,335,017	3,332,092	2,925
Landfill Trust Fund	720	3,180,604	3,133,119	47,485
Retiree Benefits Fund	761	(833,576)	(1,232,655)	399,079
Section 125 Trust Fund	772	284,847	309,405	(24,558)
TOTAL		**$ 206,151,500.96**	**$ 202,955,292.84**	**$ 3,196,208.12**

Investments held on March 31, 2024 by type and by major fund are shown below:

Investment Category	Book Value	Market Value	Quarterly Average Yield	Average Maturity
City Funds				
Pools/Bank	42,832,019	42,832,019	4.78	1 day
Securities/CD's	105,280,527	105,245,767	4.75	262 days
Hotel Bond				
Pools/Bank	7,365	7,365	5.47	1 day
Revenue Bond				
Pools/Bank	59,591,727	59,591,727	5.13	1 day
Securities/CD's	0	0	0	0 days
	207,711,638	207,676,878	4.86	187 days

*Totals listed about reflect rounded figures

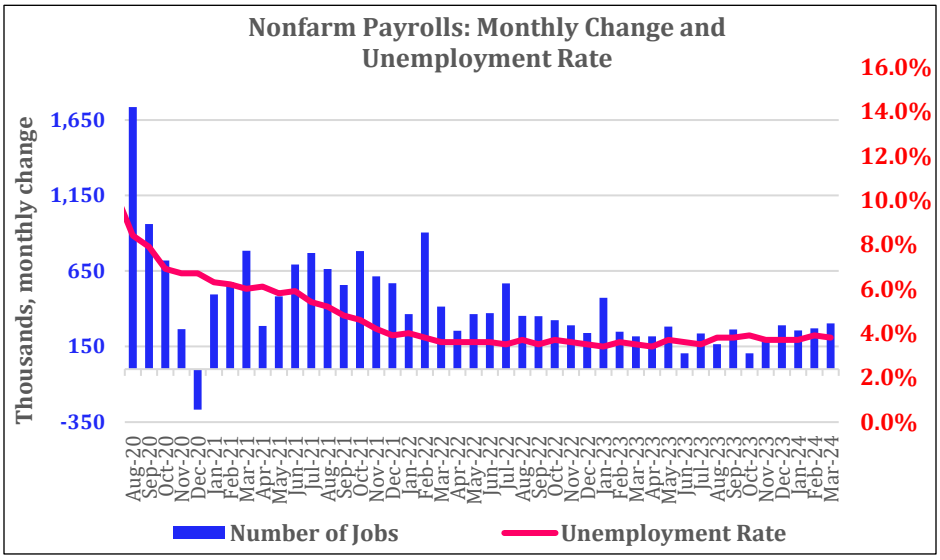
Benchmarks: Rolling 3 month Treasury average yield was 5.46 percent
Rolling 6 month Treasury average yield was 5.37 percent
The Tex Pool average yield for this quarter was 5.32 percent
The Fiscal Year-to-Date Average Yield was 4.83 percent

Valley View Consulting, L.L.C.

Market Outlook

April 5, 2024

The Federal Open Market Committee (FOMC) voted to maintain the current Fed Funds Rate target range of 5.25% to 5.50% at their March meeting as they await more data to support a sustainable trend toward their 2% inflation goal. Persistently low housing supply has kept home prices elevated, and sales trends continue to track the minor movements in mortgage rates or temporary changes in supply. Final fourth quarter GDP was revised higher to 3.4% growth. Retail Sales picked back up in March but at a slower pace than the market expected.



The March Employment report added 303,000 jobs, vastly exceeding market expectations of 200,000. The previous two months were adjusted with a net increase of 22,000 jobs. February was revised to +270,000 from the +275,000 previously reported, and January was revised to +256,000 from the previously reported +229,000 jobs. The three-month average increased to +276,000 per month (the previous three-month average was +265,000 per month). Health/Education (+88,000), Government (+71,000), and Construction (+39,000) once again saw notable gains for the month. Leisure/Hospitality (+49,000) also continued its upward trend and has returned to its pre-pandemic level. Retail (+17,600), Professional/Business (+7,000), Transportation/Warehousing (+1,200), and Mining (+300) saw modest increases, while Manufacturing (0) came in flat for March. The March Labor Participation Rate, a measure of the percentage of eligible workers that hold jobs, increased to 62.7%, still below its pre-pandemic level of 63.4%. The Unemployment Rate decreased slightly to 3.8% from 3.9% in February. The U6 rate (or the under-employed rate – those that are either over-qualified for their job or working fewer hours than they desire) was unchanged at 7.3% for March. Average Hourly Earnings (AHE) for March increased 0.3%, in line with market forecasts. This brought AHE year-over-year to 4.1% from prior month's 4.3%. Job openings increased by 8,000 to 8.76 million jobs, slightly above market expectations of 8.75 million jobs. The number of unemployed people decreased by 29,000 in March to 6.4 million.

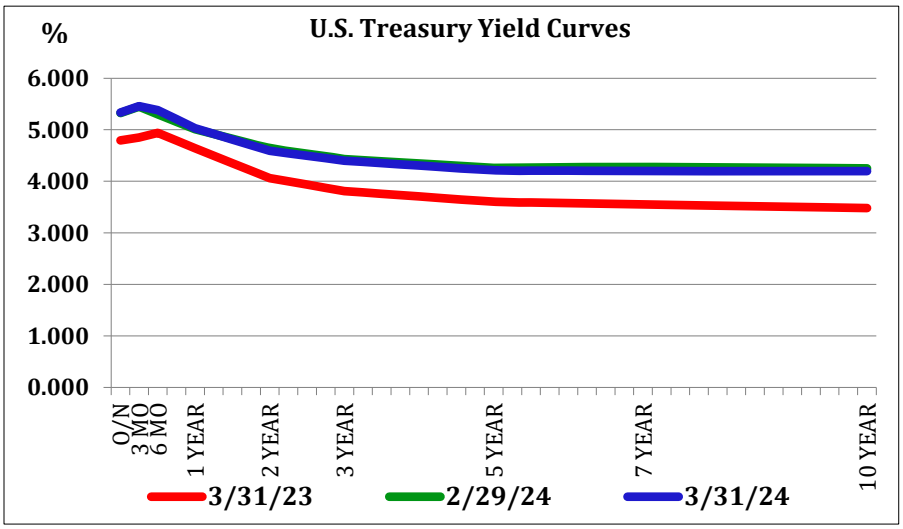
Existing Home Sales unexpectedly surged 9.5% in February, the largest increase in one year, as additional supply helped satisfy some market demand. The median existing-home sales price is up 5.7% from one year ago at $384,500, the eighth consecutive month of year-over-year increases. Inventories of Existing Homes for sale increased 1.9% in February, with the supply at 2.9 months at the current sales pace. New Home Sales declined 0.3% in February, well below market expectations of a 3.0% rise. The decline was consistent with the increase in mortgage rates during February. The supply of New Homes for sale once again edged up to 8.4 months in February from 8.3 months in January and remains above the 6-month supply expected in a balanced market. The median sales price of new homes was $400,500 for the month. The average 30-year mortgage rate at the end of March dropped to 6.79% from 6.94% at the end of February. The S&P Case Shiller report of home prices in 20 metropolitan areas reported a 0.1% decrease in home values during January, the third consecutive month of declines. The Federal Housing Finance Agency (FHFA), the entity that analyzes all domestic home prices, also showed a decrease of 0.1% for January, marking the first decline in the house price index since August 2022. Year-over-year Case Shiller is up 6.6% (versus 6.2% from December), and the FHFA index is up 6.3% (compared to 6.7% in December). Pending Home Sales in February rose 1.6%, slightly above market expectations of 1.5% growth. Year-over-year, pending home sales fell 7.0%. Housing Starts soared 10.7% in February amid the low supply of previously owned homes. Building Permits increased 2.4% in February, the largest increase since August 2023. Construction Spending declined 0.3% for the month despite market forecasts of a 0.7% rise.

Final 2023 Q4 GDP showed +3.4% growth, slightly above the +3.2% previously estimated, with consumer spending and non-residential business investments contributing to the upward revision. Industrial Production recovered from two consecutive months of declines, rising 0.1% in February, beating market expectations of a flat month. Durable Goods Orders increased 1.4% in February, following a dramatic 6.1% drop in January, as orders for transportation

equipment rebounded. Excluding transportation, durable goods orders increased 0.5% for the month. Factory Orders exceeded market expectations and increased 1.4% in February following the 3.8% decline the month prior. Excluding transportation, Factory Orders increased 1.1%. Business inventories were flat for January while the market was anticipating a 0.2% advance. As an inflation impact measurement, the Producer Price Index (PPI) climbed 0.6% in February, the largest rise since August 2023, and well above market expectations of a 0.3% increase. PPI is up 1.6% from this time last year compared to 0.9% in January. The Consumer Price Index (CPI) rose 0.4% in February, driven significantly by an increase in the price of shelter and gas. Year-over-year, CPI edged up to 3.2% in February from 3.1% the prior month. Core CPI, or the results after food and energy numbers are excluded (due to price volatility), increased 0.4% in February, as the year-over-year eased to 3.8%, the lowest level in nearly three years. The Purchasing Managers Index increased to 50.3% in March, higher than market expectations of 48.4% and ending a sixteen-month period of contraction with positive trends in demand and a notable increase in production levels.

Personal Consumption in the fourth quarter of 2023 was upwardly revised to 3.3% growth from the previous estimate of 3.0%. Retail Sales rose 0.6% in February, lower than market expectations of a 0.8% gain. Year-over-year retail sales were up 1.5%. Excluding vehicle and gas purchases, sales increased 0.3% for the month. Consumers' attitudes as measured by both the Consumer Sentiment report (+2.5 points) and the Consumer Confidence report (-0.1 points) showed mixed readings. Consumer inflation expectations in the next year decreased slightly to 2.9% from 3.0% in February. Personal Consumption Expenditures (PCE) increased 0.3% in February, slightly below the market forecasts of 0.4%, bringing the year-over-year to 2.5% from 2.4% the prior month. The Core PCE Index measuring consumption net of food and energy, and one of the indicators watched closely by the FOMC, slowed to 2.8% year-over-year in February from January's 2.9%. This exceeded the FOMC's target inflation rate of 2.0% for the thirty-fifth consecutive month. Month-over-month the Personal Income component of the PCE series indicated that incomes rose 0.3% in February, slightly below market expectations of 0.4% growth, and Personal Spending increased by 0.8% for the month, the largest gain since January 2023.

The FOMC held their meeting March 19th and 20th and voted to keep the Fed Funds Rate target rate unchanged at 5.25% to 5.50%. The Committee also released their updated projections which showed stronger GDP for 2024 (+2.1% growth versus +1.4% from December's projection), 4.0% unemployment at the end of 2024 (versus December's 4.1% projection), and an inflation rate of 2.6% by the end of the year (compared to 2.4% from December's projection). The projected Fed Funds Rate remained unchanged at 4.6% by the end of 2024 implying three 25 basis-point rate cuts with six scheduled FOMC meetings remaining this year. Chair Powell reiterated the policy rate is likely at its peak for this tightening cycle, and it may be appropriate to begin dialing back policy restraint sometime this year. The FOMC will hold their next meeting April 30th and May 1st where they are expected to maintain the current Fed Funds target range of 5.25% to 5.50%. The Committee has stated deciscions will be made meeting by meeting based on incoming data. At this time, the market is divided between June or July for the first 25-basis point rate cut in 2024.



Government Security Investment Pool yields remained largely unchanged from last month at +/- 5.31%. US Treasury and Agency rates continue jockeying as the market adjusts to anticipated Fed Funds Rate moves. The 1-year Treasury closed March at 5.03% after ending February at 5.01%. The 2-year Treasury fell to 4.59% at the end of March from February's close of 4.64% but has since climbed to 4.75% following the release of strong March employment numbers. The yield curve saw very little change from last month (the blue line is completely overlapping the green line in the chart above) and remains inverted with short-term rates higher than longer-term rates, peaking before 3-months. Bank CDs continue to offer opportunities to lock-in rates above securities in the short-term with 1-year CD yields back up to +/- 5.40%, however bank appetite continues to wane. Locking-in rates ahead of potential rate cuts can help sustain portfolio yields over the long term.

Disclaimer: This material, based on data believed to be reliable, but not independently verified, is not intended to constitute an offer, solicitation or recommendation regarding any securities transaction or a guarantee of market conditions and is for informational purposes only. For use by the intended recipient only.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: C-A-2

Date: May 22, 2024

Subject: Request that the City Council consider authorizing the City Manager to approve the purchase price increase of $91,743 for (3) three new Mack Trucks with McNeilus frontload bodies increasing the total purchase cost from $494,808 to $586,551.

Page: Page 1 of

Item Reference: Item CA3 September 28, 2024

The Solid Waste Commercial Department was approved to purchase three new Mack trucks with McNeilus frontload refuse bodies through the TIPS purchasing cooperative September 28, 2022. The new truck cost is $333,427 less a trade price of $168,491 for the older truck being disposed. This brings the cost of each truck to $164,936, and the total purchase cost to $494,808. These trucks have been on order since September 2022 which caused the three units being traded to have an additional year of wear and tear which decreased the trade value to $138,000. This change in trade value causes an increase of $30,491 per truck. This increases the price per truck to $195,427 for a total purchase cost of $586,551 including a $140 document fee.

Funds for this purchase will come from the Solid Waste Capital Fund 562-0753-753-2604.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to approve the purchase price increase of $91,743 for (3) three new Mack Trucks with McNeilus frontload bodies increasing the total purchase cost from $494,808 to $586,551.

ATTACHMENTS:

Updated Frontload Cost.pdf

Drafted/Recommended By:
Department Leader

Leroy Sparrow/ Solid Waste Director

Edited/Submitted By:
City Manager

EAST TEXAS MACK SALES LLC
2934 STATE HIGHWAY 31N
LONGVIEW, TX 75603
P: (800) 441-8505
WWW.EAST-TEXAS-MACK.COM
Dealer Code: F291

BILL TO
CITY OF TYLER (TRUCK SALES)
2300 WNW LOOP 323
TYLER, TX75702
P:
F:

DELIVER TO
CITY OF TYLER (TRUCK SALES)
410 W OAKWOOD
tyler, TX 75702
P:
F:

SALES INVOICE: VA101000546

PRINT DATE	ORDER STATUS	DELIVERY DATE	INVOICE DATE	SALESPERSON	CUSTOMER REFERENCE
5/1/2024	SOLD	5/8/2024	5/1/2024	G.RIEKEN	tips 230802

NEW

YR - MAKE - MODEL	SERIAL NUMBER / ITEM DESCRIPTION	UNIT#: 135774	PRICE
2024 - MACK - TERRAPRO	**1M2TE2GC8RM011842**		
	Vehicle - Price		333,427.00
	Federal Excise Tax		0.00
	Inspection Fee		40.00
		Total Price	$333,467.00

NEW

YR - MAKE - MODEL	SERIAL NUMBER / ITEM DESCRIPTION	UNIT#: 135787	PRICE
2024 - MACK - TERRAPRO	**1M2TE2GC1RM011844**		
	Vehicle - Price		333,427.00
	Federal Excise Tax		0.00
	Inspection Fee		40.00
	Doc Fee		150.00
		Total Price	$333,617.00

NEW

YR - MAKE - MODEL	SERIAL NUMBER / ITEM DESCRIPTION	UNIT#: 135802	PRICE
2024 - MACK - TERRAPRO	**1M2TE2GCXRM011843**		
	Vehicle - Price		333,427.00
	Federal Excise Tax		0.00
	Inspection Fee		40.00
		Total Price	$333,467.00

SALES INVOICE: VA101000546

TRADE

YR - MAKE - MODEL	SERIAL NUMBER / ITEM DESCRIPTION	UNIT#: 114828	PRICE
2020 - MACK - TERRAPRO	**1M2TE2GC5LM004029**		
	Trade - Allowance		138,000.00
	Federal Excise Tax		0.00
	Trade - Allowance		138,000.00
	Total Trade Equity		138,000.00
		Total Trade Value	

TRADE

YR - MAKE - MODEL	SERIAL NUMBER / ITEM DESCRIPTION	UNIT#: 115101	PRICE
2020 - MACK - TERRAPRO	**1M2TE2GC6LM004007**		
	Trade - Allowance		138,000.00
	Federal Excise Tax		0.00
	Trade - Allowance		138,000.00
	Lien - Payoff		0.00
	Total Trade Equity		138,000.00
		Total Trade Value	

TRADE

YR - MAKE - MODEL	SERIAL NUMBER / ITEM DESCRIPTION	UNIT#: 115904	PRICE
2020 - MACK - TERRAPRO	**1M2TE2GC4LM004023**		
	Trade - Allowance		138,000.00
	Federal Excise Tax		0.00
	Trade - Allowance		138,000.00
	Total Trade Equity		138,000.00
		Total Trade Value	

SALES PRICE		$1,000,551.00
TAX	+	$0.00
TOTAL PRICE	=	$1,000,551.00
LESS TRADE IN	-	$414,000.00
LESS DOWNPAYMENT	-	$0.00
UNPAID BALANCE	=	**$586,551.00**

x _____
Buyer Signature

_____
Date

x _____
Seller Signature

_____
Date

Please Remit Payment To:
EAST TEXAS MACK SALES LLC
PO BOX 2867
LONGVIEW TX, 75606

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: C-A-3

Date: May 22, 2024

Subject: Request that the City Council consider authorizing the City Manager to enter into a Memorandum of Understanding between City of Tyler's Liberty Hall and the East Texas Symphony Orchestra in order to establish a general working relationship between Liberty Hall and East Texas Symphony Orchestra.

Page: Page 1 of

Item Reference: City Council Meeting April 24, 2019, C-A-9

The Memorandum of Understanding between City of Tyler's Liberty Hall and the East Texas Symphony Orchestra will be a five-year agreement for ETSO to use Liberty Hall facilities six dates per year for programing free of charge.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute an updated Memorandum of Understanding between the City of Tyler's Liberty Hall and the East Texas Symphony Orchestra.

ATTACHMENTS:

MOU.City of Tyler. Liberty Theater.ETSO

Drafted/Recommended By:
Department Leader

Julie Goodgame

Edited/Submitted By:
City Manager

THE STATE OF TEXAS §
§
§
CITY OF TYLER, TEXAS §
§ LIBERTY HALL OPERATING AGREEMENT
§ **CITY OF TYLER AND**
COUNTY OF SMITH § **EAST TEXAS SYMPHONY ORCHESTRA**

This *Memorandum of Understanding* (MOU) is entered into on this the 30th day of April, 2024, by and between the City of Tyler, Texas, a municipal corporation (hereinafter **"CITY"**), by and through its duly authorized agent and the East Texas Symphony Orchestra Association, a Texas non-profit corporation, (hereinafter **"ETSOA")**, by and through its duly authorized representative, both parties acting herein under the authority of their governing boards.

WHEREAS, the ETSOA is a private, non-profit corporation that has played a vital role in the cultural life of Tyler and the surrounding region since 1936; and

WHEREAS, the mission of the ETSOA is to engage and inspire the East Texas community with exceptional music education and performance; and

WHEREAS, the ETSOA relies on community support to fund its operation; and

WHEREAS, both **CITY** and **ETSOA** desire to move forward with the renewal of an operating agreement (AGREEMENT) to provide an operating framework for Liberty Hall (HALL) pursuant to a previous MOU approved by the Tyler City Council on March 26, 2008, with renewal of the MOU approved by the Tyler City Council on January 26, 2011, and April 24, 2019,; and

WHEREAS, the parties hereby approve and ratify any past previous payments and actions taken by the parties under the previous MOU; and

WHEREAS, it is considered to be in the public interest to continue this public-private agreement for the use of Liberty Hall;

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, **CITY** and **ETSOA** agree as follows:

1. This AGREEMENT will be for a 5-year term, and (1) may be canceled by either party upon written notice provided at least one year in advance of any anniversary date and (2) may be renewed for an additional 5-year term upon written notice given by ETSOA on or before the AGREEMENT's fourth-anniversary date and approval by CITY;

2. ETSOA shall be entitled to program 6 dates per year, with each date including up to a 48-hour period if encompassing only one performance. If more than one performance is included in the date booked, then the date will encompass up to 72 hours. In any case, in order for ETSOA to retain first priority in reserving dates, ETSOA shall book each date at least 60 days in advance provided that the HALL is available for use on the date(s) requested;

3. In the event ETSOA needs to cancel an event or release a held date, such cancellation or release shall be made by written notice to CITY at least 30 days in advance of the event or held date;

4. Dates reserved by ETSOA are non-transferable to other parties;

5. ETSOA shall have permanent exterior lettering on HALL during the term of AGREEMENT, subject to mutually agreed upon design and placement;

7. ETSOA shall control its own ticketing function, performing it in-house or through a contract with others, including CITY; CITY hereby waives HALL's rental fee due to reciprocal service.

8. ETSOA will receive a key to the building one day prior to their event, and it shall be returned the next business day following the event. ETSO shall have their staff present any time the HALL is open. If ETSOA is not able to have the required number of staff to run the event, ETSOA may request staff from CITY two weeks prior to the event. A number of required staff will be assessed on an event-by-event basis and will be communicated to ETSOA at the time of booking. Staffing costs will be invoiced after the event and will be the same rate charged in the CITY rental contracts;

9. ETSOA shall reimburse CITY only for those actual out-of-pocket costs (janitorial, staffing, etc.) specifically incurred in connection with ETSOA programming/meetings. CITY will provide ETSOA with updated rates for staffing and janitorial services annually;

10. ETSOA shall be permitted to store its concert piano in HALL but will allow CITY to make it available for programming. CITY will ensure that the piano is carefully treated and not damaged;

11. CITY and ETSOA agree to make best efforts to coordinate programming at least six months in advance in order to avoid scheduling conflicts and maximize attendance at all performances.

12. ETSOA agrees that it shall not sell, suffer from, or permit the sale of alcoholic beverages in or upon the HALL unless the ETSOA has received written approval from HALL staff. Written approval from HALL staff may only be granted if ETSOA has ensured that all required permits and licenses have been obtained through the appropriate authority (E.g., the Texas Alcoholic Beverage Commission (TABC)). Notwithstanding any provision of this AGREEMENT to the contrary, if HALL staff refuse to consent to ETSOA's request to sell alcoholic beverages in the HALL, ETSOA may cancel at any time before the event date. **ETSOA MUST CONTRACT AN OFF-DUTY POLICE OFFICER IF ALCOHOL WILL BE**

SERVED. ETSOA SHALL OBTAIN A CONTACT LIST OF APPROVED VENDORS FROM HALL.

13. Smoking or vaping is not allowed in the HALL. ETSOA must obtain advance written approval from HALL staff before using any smoke or fog machine. Approval shall be at the sole discretion of HALL staff. Steam-producing cooking vessels and open flames (i.e., candles) are not allowed, except for chafing dishes.

14. During the term of this AGREEMENT, ETSOA shall acquire and maintain all appropriate insurance coverage, including but not limited to commercial liability insurance, workers compensation insurance; auto insurance; and any other insurance a prudent lessee would maintain and all in accordance with federal and state compliance standards. ETSOA shall evidence the existence of all insurance after the execution and delivery of this MOU and prior to the commencement of the license period. ETSOA's failure to do so will be a material breach of this AGREEMENT and will be grounds for termination of same for cause. ETSOA shall also provide additional evidence of the continued existence of all insurance not less than thirty (30) days prior to the expiration of any insurance. Insurance policies, with the exception of Workers' Compensation and Employer's Professional Liability, will be endorsed and name the CITY as an Additional Insured. All policies will be endorsed to provide a waiver of subrogation in favor of CITY. All policies, except for Workers' Compensation and Employer's Liability, will be endorsed to provide primary and non-contributory coverage. No policy will be canceled until after thirty (30) days' unconditional written notice to CITY. ETSOA will be responsible for providing CITY immediate notice of its receipt of a notice of cancellation, termination, material change, or non-renewal relating to any insurance policy required herein.

15. ETSOA shall comply with all laws, including but not limited to: the Federal government; the State of Texas; all ordinances of the CITY of Tyler; and all rules and regulations of the Police and Fire Department or other municipal authorities of the CITY that have authority over the premises.

16. ETSOA shall obtain and pay for all necessary permits, licenses, and taxes used in connection with events held herewith. ETSOA shall not permit anything to be done on the premises during the period of this lease Agreement in violation of any such laws, ordinances, rules or regulations. If any violation occurs, ETSOA must immediately cease and/or correct such violation or vacate the premises.

INDEMNIFICATION: ETSOA 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 ATTORNEY'S FEES AND OTHER REASONABLE COSTS, OCCASIONED BY THE ETSOA'S OCCUPANCY OR USE OF THE PREMISES AND/OR ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS LEASE AND ARISING OUT OF OR RESULTING FROM THE INTENTIONAL ACTS OR NEGLIGENCE OF ETSOA, ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ALL SUCH CAUSES OF ACTION BASED ON COMMON, CONSTITUTIONAL, OR STATUTORY LAW, OR BASED UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF ETSOA, ITS OFFICERS, AGENTS, EMPLOYEES, OR VISITORS.

ETSOA FURTHER AGREES THAT IT SHALL AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS FOR THE SAFETY OF ITS OFFICERS, AGENTS, EMPLOYEES, CUSTOMERS, AND VISITORS, AS WELL AS THEIR PROPERTY, WHILE IN OR ON THE PREMISES. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OF ETSOA, ITS AGENTS, SERVANTS, EMPLOYEES, CUSTOMERS, AND VISITORS. PROVIDED, HOWEVER, THAT NOTHING HEREIN SHALL BE CONSTRUED TO CREATE A DUTY OWED BY ETSOA 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 WHICH MAY NOW EXIST OR WHICH MAY HEREAFTER ARISE UPON THE PREMISES, ANY AND ALL SUCH DEFECTS BEING EXPRESSLY WAIVED BY ETSOA. ETSOA 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 ETSOA OR ANY OF ITS MEMBERS, AGENTS, EMPLOYEES, CUSTOMERS, OR VISITORS.

IT IS FURTHER AGREED WITH RESPECT TO THE ABOVE INDEMNITY, THAT CITY AND ETSOA WILL PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY EVENT COVERED WHICH IS ANY WAY DIRECTLY OR INDIRECTLY, CONTINGENTLY OR OTHERWISE, AFFECTS OR MIGHT AFFECT THE ETSOA OR CITY, AND CITY SHALL HAVE THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS. PROVIDED, HOWEVER, THAT NOTHING IN THIS LEASE SHALL BE CONSTRUED AS OBLIGATING ETSOA TO INDEMNIFY THE CITY FOR THE NEGLIGENCE OR ACTIONS OF THE CITY, ITS AGENTS, SERVANTS, OR EMPLOYEES, OR THIRD PARTIES OVER WHOM ETSOA HAS NO RIGHT OF CONTROL.

ENTIRE MOU: This MOU shall constitute the entire AGREEMENT and understanding between the parties regarding the above-referenced subject matter. All prior agreements between

the parties hereto that are related to the specific subject matter of this agreement, whether oral or written, are hereby terminated in their entirety and shall be of no further effect.

APPLICABLE LAW AND VENUE: This MOU and all transactions made hereunder shall be construed and governed according to the laws of the State of Texas. The venue for any legal proceedings shall be in Smith County, Texas state court proceedings and the Eastern District of Texas – Tyler Division for federal court proceedings.

ASSIGNMENT: This AGREEMENT may not be assigned or transferred, in whole or in part, and the HALL may not be sublet by ETSOA. Any attempted assignment of this AGREEMENT shall be null and void.

AUTHORITY TO ENTER AGREEMENT: Each party has the full power and authority to enter into and perform this AGREEMENT, and the person signing this AGREEMENT on behalf of each party has been properly authorized and empowered to enter into this AGREEMENT. The persons executing this AGREEMENT hereby represent that they have authorization to sign on behalf of their respective corporations or other legal entities.

SIGNED the 30th day of April, 2024.

CITY OF TYLER, TEXAS

By: _____
Edward Broussard
City Manager

ATTEST:

By: _____
Cassandra Brager
City Clerk

LEGAL FORM APPROVED:

By: _____
City Attorney's Office

EAST TEXAS SYMPHONY ORCHESTRA ASSOCIATION

By: Laura Hyde-Barker
Laura Hyde-Barker
Co-Chair

By: _____
Nancy Ulrich
Co-Chair

ATTEST:

By: _____
Robin Hampton
Executive Director

LEGAL FORM APPROVED:

By: _____

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: C-A-4

Date: May 22, 2024

Subject: Request that the City Council consider authorizing the City Manager to enter into a Memorandum of Understanding between City of Tyler's Liberty Hall and the University of Texas at Tyler in order to establish a general working relationship to rent the Liberty Hall facilities.

Page: Page 1 of

Item Reference:

The Memorandum of Understanding between City of Tyler's Liberty Hall and the University of Texas at Tyler to set parameters to rent the Liberty Hall facilities.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to execute a Memorandum of Understanding between the City of Tyler's Liberty Hall and the University of Texas at Tyler.

ATTACHMENTS:

04.1.24-UT Tyler Liberty Hall Rental Agreement - Interlocal_LegalFINAL_COT_ab

Drafted/Recommended By:
Department Leader

Julie Goodgame

Edited/Submitted By:
City Manager

STATE OF TEXAS	**§**	**INTERLOCAL AGREEMENT BETWEEN**
	§	**THE CITY OF TYLER AND**
COUNTY OF SMITH	**§**	**THE UNIVERSITY OF TEXAS AT TYLER**
	§	**RENTAL OF LIBERTY HALL**

This INTERLOCAL AGREEMENT (hereafter "Agreement") is made and entered into on this the _____ day of _____, 2024, by and between the University of Texas at Tyler, a four-year public university in the State of Texas, acting herein by and through its governing body (hereinafter referred to as "UT TYLER/LESSEE"), and the City of Tyler, a municipal corporation, acting herein by and through its governing body (hereinafter referred as "CITY/LESSOR"), both of Smith County, State of Texas.

WHEREAS, this Agreement is made under the authority granted by and under Chapter 791, Texas Government Code, known as the INTERLOCAL COOPERATION ACT; and,

WHEREAS, the parties in paying for the performance of governmental functions or services or in performing such governmental functions or services shall make payments, therefore, only from revenues legally available to such parties; and,

WHEREAS, the governing bodies of each party find that the project or undertaking is necessary for the benefit of the public and that each party has the legal authority to provide for such service, and the services are in the common interest of both parties hereto; and

WHEREAS, the governing bodies for each party have authorized the execution of this Agreement between the City of Tyler and the University of Texas at Tyler for the rental of the Liberty Hall Theater ("HALL"); and,

NOW THEREFORE, for and in consideration of the mutual undertaking hereinafter set forth and for adequate consideration given, the parties agree as follows:

1. **Purpose:** UT Tyler's School of Performing Arts agrees to lease the HALL for the period(s) of time and the purpose(s) stated herein:

   UT Tyler Musical Theatre
   LESSEE Contact Information:
   Name: Rebecca Hale
   Physical Address: 3900 University Blvd. Tyler, TX 75799
   Phone Number: 903-566-7450
   Email Address: rhale@uttyler.edu

EVENT DATE(S)		
Date	**Rental time**	**Total Fee**
April 1, 2 tech rehearsals	Monday and Tuesday 2:00 pm – 5:00 pm	$1250.00 rent, $300.00 for 6 hrs. sound (3 sound hrs. per day)
April 3, 4 dress rehearsals	Wednesday and Thursday 2:00 pm – 5:00 pm	$1300 rent, $300 for 6hrs. sound (3 sound hrs. per day)
April 5, 6 performances	Friday and Saturday 5:00 pm – 10:00 pm	$3400.00 rent 10 hrs. sound (5 sound hrs. per day)
		$5950.00 rent minus 10%*** is $5355.00. Additional cost for 12 hrs. sound is $600.00

RENTAL FEE TOTAL: $5955.00

Additional requests: None
All events must conclude no later than 10:00 pm, including time needed for clean-up **unless prior arrangements are made.**

2. **Fees:** LESSEE shall pay the amount in full for the specified period(s) as outlined in the table below. This amount is inclusive of, but not limited to, the *Cleaning Fee, Rental Fee, **Sound Engineering Fee, and Insurance Fee. All additional fees for the above-described event shall also be paid in full. Rental and related costs for the above period(s) shall be paid in accordance with the following:

Movie/Presentation Package Sunday through Wednesday Includes: Rent, Insurance, Cleaning, Sound	$850 for up to 3 hours per day / $150 per additional hour
Movie/Presentation Package Thursday through Saturday Includes: Rent, Insurance, Cleaning, Sound	$925 for up to 3 hours per day / $175 per additional
Concert Rental Package Sunday through Wednesday Includes: Rent, Sound, Insurance, Cleaning	$1,475 for up to 7 hours per day / $175 per additional hour
Concert Rental Package Thursday through Saturday Includes: Rent, Sound, Insurance, Cleaning	$1,825 for up to 7 hours per day / $225 per additional hour
Live Theater Package Sunday through Wednesday Includes: Rent, Cleaning, Insurance, 5 hours of sound	$1,500 for up to 8 hours per day / $125 per additional hour
Live Theater Package Thursday through Saturday Includes: Rent, Cleaning, Insurance, 5 hours of sound	$1,700 for up to 8 hours per day / $150 per additional hour
Dark days rental - Sunday through Wednesday Includes: Rent	$625 per day
Rehearsal days rental package - Sunday through Wednesday * Includes: Rent, Insurance	$675 for up to 5 hours per day / $115 per additional hour
Additional staff hours	$50 per hour per staff member
Lighting Engineer	$75 per hour
Piano tuning fee	$200

**An extra cleaning fee will be charged after the last rehearsal date.*

***Sound engineer must be contracted for at least two hours for set up and one hour for break down. Liberty Hall representative must approve all outside contractors.*

******Non-profit rate: 10% off rental rates***

a. A Damage Deposit may be required in an amount between $100.00 - $1,000.00 based upon the following factors: (1) type of activity to be conducted on the property, (2) type of past contact the Lessee had with the facility, (3) size of the event, (4) Lessee's insurance coverage.

b. Rental time must include set-up and tear-down. Additional hourly rates will apply if the event overlaps the times listed on the contract.

c. Reservations are held for two weeks after the contract is sent to the LESSEE for signatures. If the contract is not returned with the rental fee within this period, the date will be released and made available to other renters.

d. Requests for staff hours (i.e., audio, lighting, spotlight, not including contractors) made within forty-eight (48) hours of the event will be an additional charge of $50 per hour, per person when available (necessary staffing can be discussed with HALL staff before signing).

e. Individuals booking five (5) or more events per calendar year will receive a 10% rental discount.

f. If LESSEE shows a movie to a public audience, LESSEE will be responsible for providing a copy of the license to the venue to verify legal permission to show. License fees vary.

g. Marketing Fees are non-refundable.

3. **Cancellation by LESSEE:**
   a. LESSEE may cancel without any obligation if the HALL is notified in writing by the date which is thirty (30) days before the event date, and may receive a refund of monies paid, excluding amounts collected pursuant to Section 2 of this Agreement (i.e. 25% of rental per period), which amount is NON-REFUNDABLE, except that complete refunds will be offered, if requested, within twenty-four (24) hours of the execution of this Agreement. All consideration paid to the HALL shall be forfeited to the HALL whenever LESSEE fails to give said notice.

   b. Agreement shall be signed thirty (30) days before the event date. Upon signing this Agreement, LESSEE shall pay 100% of the rental fee for each time reserved as calculated above. 25% of this amount is **NON-REFUNDABLE**, except that complete refunds will be offered, if requested, within twenty-four (24) hours of execution of this Agreement.

   c. 75% of the fee is refundable if the event is canceled in writing at least 30 days before the scheduled event date. Cancellations received **less than 30 days** before the event **will not be refunded.**

   d. Notwithstanding any other provision herein, LESSEE will forfeit 100% of rental fees if the event is scheduled to occur during peak months, i.e., October, December, or February, and it is canceled less than 60 days before the event date.

4. **Cancellation by HALL staff:**

   a. HALL staff may cancel this Agreement upon written notice to LESSEE in the event LESSEE or the applicant has failed to provide any requested information or has provided false or misleading information contained herein or contained in the application and acknowledgment forms relating to said Agreement of LESSEE.

   b. HALL staff may cancel this Agreement upon written notice to LESSEE in the event LESSEE defaults on its obligation of payment or LESSEE fails to perform any term, condition, or covenant stated herein and, in the application, and acknowledgment forms made a part of this Agreement, or in the event, any violation occurs of any provision, applicable law, ordinance, rule or regulation.

   c. HALL staff may cancel this Agreement if the HALL is needed for use as an emergency shelter. LESSEE shall vacate the premises under this section when, at the sole discretion of the Director, such action is necessary to use the HALL as an emergency shelter, or to protect the public health, safety, or welfare, or to enforce the terms hereof, or in the event of an Act of God, health emergency or other public calamity.

5. **Alcoholic Beverages:** LESSEE agrees that it shall not sell, suffer from, or permit the sale of alcoholic beverages in or upon the HALL unless the LESSEE has received written approval from HALL staff. Written approval from

HALL staff may only be granted if LESSEE has ensured all required permits and licenses have been obtained through the appropriate authority. E.g., the Texas Alcoholic Beverage Commission (TABC). Notwithstanding any provision of this Agreement to the contrary, if HALL staff refuse to consent to LESSEE's request to sell alcoholic beverages in the HALL, LESSEE may cancel at any time before the event date and may receive a refund of monies paid less 25% of such funds, which are NON-REFUNDABLE. **The LESSEE must contract an off-duty police officer if alcohol will be served. LESSEE shall obtain a contact list of approved vendors from HALL.**

6. **Non-smoking:** Smoking or vaping is not allowed in the HALL. LESSEE must obtain advance written approval from HALL staff before using any smoke or fog machine. Approval shall be at the sole discretion of HALL staff. Steam-producing cooking vessels and open flames (i.e., candles) are not allowed, except for chafing dishes. Anyone breaking this rule will be fined.

7. **Public Records:** City and UT Tyler will be responsible for complying with Chapter 552 of the Texas Government Code (Public Information Act), as it applies to the Contracting Parties' respective information. City is not authorized to receive public information requests or take any action under the Public Information Act on behalf of UT Tyler. Likewise, UT Tyler is not authorized to receive public information requests or take any other action under the Public Information Act on behalf of the City.

8. **Assignment:** This Agreement cannot be assigned, transferred, or sublet, in whole or in part by LESSEE, without prior written approval signed and dated by both Parties. Any attempted assignment of this Agreement shall be null and void.

9. **Entire Agreement:** This Agreement, including **ATTACHMENT "A" – Use Agreement and Restrictions, ATTACHMENT "B" – Insurance Coverage Summary,** and **ATTACHMENT "C" – Tenant Users Liability Insurance Schedule,** is made a part hereof, contains the entire Agreement of the parties and supersedes all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

10. **Legal Construction:** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Agreement.

11. **No Waiver of Immunity or Defenses:** The parties, as independent political subdivisions of the State, cannot indemnify each other for any claims, damages, judgments, costs, or expenses arising out of the sole or partial negligent or intentional act or omission by the other. The parties agree that each party shall be liable only for each party's own damages, including, to the extent permitted by the Constitution and laws of the State of Texas, each party's own fees and costs related to or arising out of the intentional or negligent act or omission of such party's respective officials, agents, representatives, and employees in the performance of this Agreement. This Agreement does not extend the liability of the parties. Neither the City nor UT Tyler waives any immunity or defenses available against claims made by third parties.

12. **Compliance with Laws:** LESSEE shall comply with all laws, including but not limited to the Federal government; the State of Texas; all ordinances of the CITY of Tyler; and all rules and regulations of the Police and Fire Department or other municipal authorities of the CITY that have authority over the premises.

13. **Permits:** LESSEE is a public university in the State of Texas. If applicable, LESSEE shall obtain and pay for all necessary permits, licenses, and taxes concerning events held herewith. LESSEE shall not permit anything to be done on the premises during the period of this lease Agreement in violation of any such laws, ordinances, rules, or

regulations. If any breach occurs, LESSEE must immediately cease and/or correct such violation or vacate the premises.

14. **Event Liability Insurance:** LESSEE agrees to maintain on a primary basis during the life of this Agreement event liability insurance coverages and limits in accordance with **ATTACHMENT "B"** which is attached herein and incorporated by reference. Insurance required by this Agreement shall name the LESSOR as additional insured. A certificate of insurance shall be deposited with the LESSOR prior to the date of the Event. Should LESSEE prefer the LESSOR provide event liability coverage, LESSEE'S specific schedule of costs for such coverage is reflected in **ATTACHMENT "C"**, attached and incorporated herein.

15. **Agreement:** LESSEE, by signing this Agreement, hereby certifies that all information contained in this Agreement, the application and acknowledgment forms relating to said Agreement is true and correct, and LESSEE further agrees and acknowledges that all activities connected with this lease Agreement shall be conducted under the terms and conditions set out herein, and all applicable federal, state, and local laws.

16. **Agency; Independent Contractor:** The parties agree and acknowledge that each entity is not an agent of the other entity and is responsible for its acts, forbearance, negligence, deeds, and those of its agents and employees in conjunction with this Interlocal Agreement. The Agreement does not and shall not be construed to entitle any party or any party's respective employees, if applicable, to any benefit, privilege, or other employment amenities applicable to the other party.

17. **Force Majeure:** Neither party will be liable for failure or delay to perform obligations under this Agreement, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation, natural disasters or acts of God; premises destroyed or damaged by fire, wind, flood, or cause of nature; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics, or outbreak of infectious disease; quarantines; national or regional emergencies; or any other cause, whether similar to the preceding or otherwise, beyond the party's reasonable control.

18. **Entire Agreement:** This Agreement represents the entire Agreement among the Parties concerning the subject matter covered.

19. **Governing Law:** The laws of the State of Texas shall govern this Agreement. Venue for any action brought to enforce or interpret this Agreement shall lie exclusively in a court of competent jurisdiction in Smith County, Texas, for actions in state court and the Eastern District of Texas, Tyler Division, for actions in federal court.

Please make check(s) payable to the City of Tyler and remit to 110 N. College Ave. Tyler, TX 75702

Amount received: _____ Date: _____ Check #: _____

IN WITNESS OF WHICH THE CITY OF TYLER AND THE UNIVERSITY OF TEXAS AT TYLER HAVE EXECUTED THIS AGREEMENT AS OF THIS _____ DAY OF _____ 2024.

UNIVERSITY OF TEXAS AT TYLER

_____

CITY OF TYLER

_____

AMIR MIRMIRAN, PH.D.
PROVOST AND EVP FOR ACADEMIC AFFAIRS

Date: _____

EDWARD BROUSSARD
CITY MANAGER

Date: _____

FOR THE CITY OF TYLER, TEXAS
ATTEST:

By:_____
CASSANDRA BRAGER
CITY CLERK

Date: _____

FOR THE CITY OF TYLER, TEXAS APPROVED:

By: _____
JUAN MONTALVO
LIBERTY HALL REPRESENTATIVE

By: _____
CITY ATTORNEY'S OFFICE

ATTACHMENT "A"

USE AGREEMENT AND RESTRICTIONS

1.1. HALL reserves the right to refuse any usage. HALL representative(s) may deny booking if:

- LESSEE has a history of not adhering to policies or all applicable laws.
- LESSEE previously held an unsafe event.
- LESSEE owes money to HALL or the City of Tyler.
- LESSEE, its staff, or artist displayed aggressive behavior towards staff, volunteers, venue, patrons, or other renters. This can include but ***is not limited to*** using profanity, harassment, verbal abuse, physical abuse, etc.
- The event is too large or inappropriate for the space.

1.2. The event will be labeled as a "rental" on the marquee, website, and all promotional materials.

1.3. HALL reserves the right to adhere to an age restriction on all promotional material if determined necessary.

1.4. LESSEE will not post or promote their events on any HALL Facebook post or event that is not their own.

1.5. Requests for rental of HALL must be approved in writing by HALL's representative prior to making any set reservations for an event and before the opening of ticket sales and placement of ads.

1.6. HALL, the CITY, and the East Texas Symphony Orchestra (ETSO) shall have first priority for use.

1.7. There is a **maximum of 315 people allowed** in the theater space at any point during an event. This includes patrons, staff, volunteers, artists, etc. as determined by the Fire Code.

1.8. LESSEE must identify and designate at least one event organizer for the planned event. Such event organizer must be present throughout the entire event and is responsible for adhering to this policy and for the condition of HALL at the conclusion of the event. **LESSEE shall not leave the HALL unattended under any circumstances**.

1.9. The LESSEE is responsible for the proper use of the building and its contents and for the conduct of their invited guests. Any damage to the facility or grounds during the function will be the responsibility of the LESSEE.

1.10. Additional requests for assistance or information may be made by emailing Liberty staff at LibertyHall@TylerTexas.com. LESSEE will allow 48 hours for a response before resubmission.

Ticketing

2.1. HALL does not provide ticketing for rental events. This includes online sales and box office the day of the event.

Volunteers

3.1. LESSEE shall be prepared to staff their events in the case no volunteers are available.

Merch

4.1. In the event that HALL staff is asked to handle merchandise tables, HALL will receive the greater fee of 10% of total merchandise sales or $25 an hour.

Concessions and Food

5.1. The City of Tyler reserves the right to approve a Concessionaire for any event held on the HALL property. Lessees of the HALL shall not provide any concessions nor rent or lease any concession space or booth space to any other vendor on this property for the purpose of selling food or concession items on the property or in the HALL without expressed written consent of the HALL staff. LESSEE must acknowledge notice of the requirement not to provide concessions by initialing beside this paragraph.

5.2. If LESSEE intends to provide food as part of an event in the HALL, LESSEE must obtain advance written approval from HALL staff. LESSEE shall also be responsible for contacting the Northeast Texas Public Health District (NET Health) or successor regarding whether or not appropriate food service permits are required for the type of proposed activity. If food service permits are required, LESSEE shall obtain such permits from the Northeast Texas Public Health District (NET Health). LESSEE is responsible for all arrangements, costs, and clean-up associated with food service.

5.3. All leftover food must be removed from the premises at the conclusion of the event, and any spilled or crushed food on floors and surfaces cleaned up. Under no circumstances should this be left for HALL staff.

5.4. Cooking is not allowed on the premises.

Animals

6.1. In addition, if LESSEE intends to include or display animals as part of any proposed activity, LESSEE shall immediately notify CITY of such fact and shall be responsible for notifying the Northeast Texas Public Health District (NET Health) of such fact as well. Depending on the type of animal and/or nature of the event involving the animal, CITY may refuse such animal activity or may place additional restrictions thereon.

Any LESSEE/user group that does not fulfill these responsibilities will not be approved for future use of HALL.

ATTACHMENT "B"

Insurance Coverage Summary

City of Tyler

GENERAL LIABILITY

Each Occurrence Limit	$ 1,000,000
Personal and Advertising Injury Limit	$ 1,000,000
General Aggregate Limit (Other Than Products – Completed operations)	$ 2,000,000
Products/Completed Operations Aggregate Limit	$ 2,000,000
Rented to You Limit	$ 100,000
Medical Expense Limit (Any One Person)	$ 0

1. Liability coverage is for the tenant user of the facility. The facility owner is included as an additional insured.
2. $100 minimum premium applies per event.
3. Limits of liability apply separately to each tenant user.
4. Premises medical payments are excluded.
5. Injury to athletic participants is excluded unless waivers are obtained and participant accident coverage in the amount not less than $25,000 is provided.
6. Sexual abuse/molestation is excluded
7. This coverage is intended for tenant users of the space who do not already have insurance coverage in place for their event.

ATTACHMENT "C"

PI-TU-003 (01/09)

TENANT USERS LIABILITY INSURANCE PROTECTION
NON-SPORTING EVENT – HAZARD SCHEDULE

I. TENANT USERS

NON-SPORTS - SPECTATORS			
Low Hazard: Amateur Club Meetings, Antique Shows, Art Festivals, Art Shows, Award Presentations, Banquets, Bazaars, Beauty Pageants, Business Meetings, Business Shows, Celebrations (Birthdays, Anniversaries, etc.), Charity Benefits, Auctions and Sales, Church Services and Meetings, Civic Clubs and Group Meetings, Consumer Shows, Conventions in Buildings, Craft Shows, Debuts, Debutante Balls, Educational Exhibitions, Electronics Conventions, Fashion Shows, Flower Shows, Garden Shows, Graduations, Harvest Festivals (no equipment), Home Shows, Job Fairs (indoor), Lectures, Luncheons, Meetings (indoor), Performances, Reunion (indoor), Séances, Scouting Jamborees (no overnight camping), Seminars, Speaking Engagements, Teleconferences, Telethons, Trade Shows (indoor), Vacation Shows, Voter Registrations, Wedding or Other Social Receptions			
Events Lasting 1 - 4 Days		**Events Lasting 5 or More Days**	
1 – 1000 Attendees	$100 per day	1 – 1000 Attendees	$300 per event
1001 – 2500 Attendees	$200 per day	1001 – 2500 Attendees	$350 per event
2501 – 5000 Attendees	$250 per day	2501 – 5000 Attendees	$400 per event
5000+ Attendees	refer to company	5000+ Attendees	refer to company
Medium Hazard: Bingo Games, Boat Shows (no water activity), Casinos, Clubs and Organizations, Evangelistic Meetings, Food Concessions, Job Fairs (outdoor), Meetings (outdoor), Mobile Home Shows, Museums / Aquariums, Old-Timer Events, Organized Sightseeing, Outings, Picnic Grounds (without pools or lakes), Political Rallies, Restaurants, Reunions (outdoor), Rummage Sales (excluding products), RV Shows, School Band Programs (non-traveling), Sidewalk Sales (excluding products), Swap Meets (excluding products), Trade Shows (outdoor), Union Meetings			
Events Lasting 1 - 4 Days		**Events Lasting 5 or More Days**	
1 – 1000 Attendees	$200 per day	1 – 1000 Attendees	$350 per event
1001 – 2500 Attendees	$250 per day	1001 – 2500 Attendees	$400 per event
2501 – 5000 Attendees	$300 per day	2501 – 5000 Attendees	$450 per event
5000+ Attendees	refer to company	5000+ Attendees	refer to company

ATTACHMENT "C"

PI-TU-003 (01/09)

I. TENANT USERS – Continued

Moderate Hazard: Arcades, Bars and Taverns, Catering, Cinemas (indoor), Country Western Events, Country Clubs, Dance Schools, Drive-in Movies, Family Fun Centers, Festivals, Cultural Events and Celebrations (outdoor), Heads of State Events, Kiddielands (no rides), Livestock Shows, Parades, Proms, State and County Festivals and Fairs (excluding mechanical rides)			
Events Lasting 1 - 4 Days		**Events Lasting 5 or More Days**	
1 – 1000 Attendees	$250 per day	1 – 1000 Attendees	$400 per event
1001 – 2500 Attendees	$300 per day	1001 – 2500 Attendees	$450 per event
2501 – 5000 Attendees	$350 per day	2501 – 5000 Attendees	$500 per event
5000+ Attendees	refer to company	5000+ Attendees	refer to company
High Hazard: Amusement Parks, Animal Acts and Shows, Block Parties / Street Closures / Street Fairs, Dances and Parties (outdoor), Exhibitions (outdoor), Gun and Knife Shows (excluding products), Instructional Classes, Nightclubs, Overnight Camping, Waterslides, Zoos			
Events Lasting 1 – 4 Days		**Events Lasting 5 or More Days**	
1 – 1000 Attendees	refer to company	1 – 1000 Attendees	refer to company
1001 – 2500 Attendees	refer to company	1001 – 2500 Attendees	refer to company
2501 – 5000 Attendees	refer to company	2501 – 5000 Attendees	refer to company
5000+ Attendees	refer to company	5000+ Attendees	refer to company

II. VENDORS

Rate per Vendor:	$85 **Per Day / Per Exhibitor**
	$100 **Per Day / Per Non-Food Concessionaire**
	$125 **Per Day / Per Food Concessionaire**
	$150 **Per Day / Per Attraction**

III. PRODUCTS LIABILITY

Base Rate per 1000/receipts:	**$5.00**

ATTACHMENT "C"

PI-TU-004 (01/09)

TENANT USERS LIABILITY INSURANCE PROTECTION
SPORTING EVENT – HAZARD SCHEDULE

I. TENANT USERS

SPORTS – SPECTATORS and ATHLETIC PARTICIPANTS (IF APPLICABLE)
(If Athletic Participants' coverage applies, see applicable rate below)

Low Hazard (Spectators): Body Building Contests, Drill Team Exhibitions, Fishing Events, Gymnastics Competitions

Events Lasting 1 - 4 Days		**Events Lasting 5 or More Days**	
1 – 1000 Attendees	$100 per day	1 – 1000 Attendees	$300 per event
1001 – 2500 Attendees	$200 per day	1001 – 2500 Attendees	$350 per event
2501 – 5000 Attendees	$250 per day	2501 – 5000 Attendees	$400 per event
5000+ Attendees	refer to company	5000+ Attendees	refer to company

Low Hazard (Athletic Participants): Archery, Badminton Matches, Baton Twirling, Bowling (Lawn and Alley), Cricket, Darts, Drill Team, Fishing Events, Golf, Motor Racing Teams (professional only), Pom Pom, Sailing, Table Tennis and Tennis

Professional Participants	Collegiate Participants	Amateur Participants
$1.50 per person	$2.00 per person	$2.50 per person

Medium Hazard (Spectators): Clubs and Organizations, Old-Timer Events, Soap Box Derbies

Events Lasting 1 - 4 Days		**Events Lasting 5 or More Days**	
1 – 1000 Attendees	$200 per day	1 – 1000 Attendees	$350 per event
1001 – 2500 Attendees	$250 per day	1001 – 2500 Attendees	$400 per event
2501 – 5000 Attendees	$300 per day	2501 – 5000 Attendees	$450 per event
5000+ Attendees	refer to company	5000+ Attendees	refer to company

Medium Hazard (Athletic Participants): Baseball, Basketball, Bicycle Events (excluding off-road riding events), Dance, Field Hockey, Football (non-contact only), Handball, Ice Skating, Judo, Lacrosse, Marathons, Racquetball, Rowing, Soccer, Softball, Squash, Swimming, Track & Field, Ultimate Frisbee, Volleyball

Professional Participants	Collegiate Participants	Amateur Participants
$2.50 per person	$4.00 per person	$5.00 per person

ATTACHMENT "C"

PI-TU-004 (01/09)

I. TENANT USERS (Continued)

Moderate Hazard (Spectators): Aerobics or Jazzercise Classes, Baseball, Basketball, Bicycle Rallies (race or off-road riding), Billiard Halls, Bowling Centers, Ice Skating Shows, Junior Athletic Games, Karate Meets (non-contact), Rodeos and Roping Events, Softball, Sporting Events (indoor), Tennis, Handball and Racquetball Courts, Volleyball			
Events Lasting 1 - 4 Days		**Events Lasting 5 or More Days**	
1 – 1000 Attendees	$250 per day	1 – 1000 Attendees	$400 per event
1001 – 2500 Attendees	$300 per day	1001 – 2500 Attendees	$450 per event
2501 – 5000 Attendees	$350 per day	2501 – 5000 Attendees	$500 per event
5000+ Attendees	refer to company	5000+ Attendees	refer to company
Moderate Hazard (Athletic Participants): Aerobic and Jazzercise Classes, Diving, Gymnastics, Motor Racing Tracks, Triathlons			
Professional Participants	Collegiate Participants	Amateur Participants	
$5.00 per person	$7.50 per person	$10 per person	
High Hazard (Spectators): Golf Courses and Driving Ranges, Health Club / Physical Fitness Centers (excluding tanning booths), Instructional Classes, Marathons (walking, running, etc.), Martial Arts Schools, Miniature Golf, Racetracks (horse and dog), Skating Rinks, Ski Events and Resorts, Stable and Riding Academies			
Events Lasting 1 - 4 Days		**Events Lasting 5 or More Days**	
1 – 1000 Attendees	refer to company	1 – 1000 Attendees	refer to company
1001 – 2500 Attendees	refer to company	1001 – 2500 Attendees	refer to company
2501 – 5000 Attendees	refer to company	2501 – 5000 Attendees	refer to company
5000+ Attendees	refer to company	5000+ Attendees	refer to company
High Hazard (Athletic Participants): Boxing, Cheerleading, Demolition Derbies, Football (contact), Ice Hockey, In-line Hockey, Karate Meets, Martial Arts Schools, Off-Road Bicycle Racing, Polo, Rifle / Skeet / Trap, Rodeos, Rugby, Skateboarding, Ski Competitions, Speed Skating, Stables and Riding Academies, Weightlifting, Wrestling			
Professional Participants	Collegiate Participants	Amateur Participants	
refer to company	refer to company	refer to company	

II. VENDORS

Rate per Vendor:	$85 **Per Day / Per Exhibitor**
	$100 **Per Day / Per Non-Food Concessionaire**
	$125 **Per Day / Per Food Concessionaire**
	$150 **Per Day / Per Attraction**

III. PRODUCTS LIABILITY

Base Rate per 1000/receipts:	**$5.00**

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: C-A-5

Date: May 22, 2024

Subject: Request that the City Council consider authorizing the City Manager to declare two (2) Dodge Chargers surplus property and approve the inter-local agreement authorizing the sale of the two (2) Dodge Chargers to West Sabine ISD for $23,000.00.

Page: Page 1 of

Item Reference:

The City of Tyler Vehicle Services Department currently owns two (2) Dodge Chargers, unit 17843 mileage 66,517 and unit 17844 mileage 82,711. West Sabine ISD requested the City of Tyler sell them these units so they may update their fleet. Tyler City Code Section 4-9 provides that the City is authorized to initiate or respond to requests for transfer of surplus or salvage property to other governmental agencies. The Vehicle Services Department is of the opinion that execution of this agreement and the conveyance of the vehicles to West Sabine ISD will be highly beneficial to both entities in their effort to provide services to the public. West Sabine ISD agrees to pay $23,000.00 for these units. By executing the agreement, West Sabine ISD will become the owner of unit 17843 and 17844. West Sabine ISD shall be responsible for removal and all future use, maintenance, repair, preservation, and liability.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to declare two (2) Dodge Chargers surplus property and approve the inter-local agreement authorizing the sale of the two (2) Dodge Chargers to West Sabine Independent School District (ISD) for $23,000.00.

ATTACHMENTS:

West Sabine interlocal agreement

Drafted/Recommended By:
Department Leader

Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

COUNTY OF SMITH	§	**INTERLOCAL AGREEMENT BETWEEN CITY OF TYLER AND WEST SABINE INDEPENDENT SCHOOL DISTRICT**
	§	
	§	
	§	
	§	
	§	
STATE OF TEXAS	§	**SALE OF SURPLUS DODGE CHARGERS**

This Interlocal Agreement ("Agreement") is entered into by and between the City of Tyler, Texas ("Tyler") and West Sabine Independent School District ("West Sabine ISD") pursuant to the authority granted under and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WHEREAS, it is the intent of the City of Tyler and the West Sabine ISD to promote the public health, safety, and welfare; and

WHEREAS, the City of Tyler Vehicle Services Department ("VES") currently has two Dodge Charger vehicles that have been replaced; and

WHEREAS, at the request of VES, the Tyler City Council has declared such Dodge Charger vehicles to be surplus property; and

WHEREAS, West Sabine ISD requested to purchase the surplus Dodge Charger vehicles from the City to update their current fleet; and

WHEREAS, after the completion of the sale, West Sabine ISD agrees to and would be responsible for removal and all future use, maintenance, and repair of the equipment; and

WHEREAS, the Parties agree that execution of this Agreement and the sale of the Dodge Charger vehicles to West Sabine ISD will be highly beneficial to both entities in their efforts to provide services to the public and the public will benefit from this Agreement; and

WHEREAS, Tyler City Code, Chapter 4, Article I, Section 4-9(d) provides that the City of Tyler is authorized to initiate or to respond to requests for transfers of surplus or salvage property to other governmental agencies.

NOW THEREFORE, the Parties hereby agree as follows:

1. Tyler agrees to sell and, West Sabine ISD agrees to buy two (2) Dodge Charger vehicles owned by Tyler as more thoroughly identified below (the "Vehicles"):
   Unit No. 17843 – 2017 Dodge Charger 66517
   Unit No. 17844 – 2017 Dodge Charger 82711

2. West Sabine ISD agrees to pay Tyler the total purchase price of Twenty-Three Thousand dollars and no cents ($23,000.00) on or before May 22, 2024.

3. Tyler warrants that it has full legal title to the Vehicles.

4. The Vehicles are sold in an "as is" condition. Tyler hereby disclaims any warranty of merchantability, working order, or condition of the Vehicles except that the Vehicles shall be sold in its present condition.

5. West Sabine ISD shall be responsible for the pick-up and removal of the Vehicles from Tyler VES and all future possession, use, maintenance, registration, and repair of the Vehicles following the effective date of this Agreement. The Vehicles shall be picked up on or before May 22, 2024.

6. By signing this Agreement and upon receipt of payment from West Sabine ISD to Tyler, West Sabine ISD assumes ownership and possession of the Vehicles and shall be responsible for all future use, maintenance, repair, and preservation thereof as well as registration, titling and any associated costs. Furthermore, the Parties hereby agree that effective upon the date of sale, Tyler shall be released from all liability, and West Sabine ISD assumes full, total, and sole liability and responsibility for the Vehicles and for any resulting injuries, losses, damages, or claims of any sort resulting from, involving, or in any way related to the Vehicles. The parties hereto agree that the payment to Tyler by West Sabine ISD of the amount in Section 2. above, the assumption of the duties by West Sabine ISD pursuant to this section, and the benefits to West Sabine ISD and its citizens that are associated with the transferred Vehicles, all constitutes good, valuable, and adequate consideration for the parties to enter this Agreement.

7. Upon the effective date of this Agreement and receipt of payment, Tyler relinquishes all rights of ownership, possession, and maintenance of the Vehicles to West Sabine ISD. Immediately thereafter the Parties shall effectuate the transfer of title to the Vehicles and Tyler shall properly submit a Vehicle Transfer Notification to the Texas Department of Motor Vehicles.

IN WITNESS WHEREOF, the City of Tyler, Texas, and West Sabine ISD have caused this Agreement to be executed and effective as of the 22th day of May, 2024.

APPROVED BY THE TYLER CITY COUNCIL IN A MEETING ON THE 22th DAY OF May, 2024

APPROVED BY WEST SABINE INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES
IN A MEETING ON THE _____ DAY OF _____, 2024

City of Tyler

FOR THE CITY OF TYLER, TEXAS

By:_____
EDWARD BROUSSARD
CITY MANAGER

APPROVED:

By: _____
CITY ATTORNEY'S OFFICE

APPROVED:

By: _____
LEROY SPARROW
DIRECTOR OF VES

FOR THE CITY OF TYLER, TEXAS
ATTEST:

By: _____
CASSANDRA BRAGER
CITY CLERK

APPROVED:

By: _____
VES MANAGER

WEST SABINE INDEPENDENT SCHOOL DISTRICT

_____

DR. CARNELIUS GILDER
SUPERINTENDENT
WEST SABINE ISD

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: C-A-6

Date: May 22, 2024

Subject: Request that the City Council consider adopting a Resolution authorizing the City Manager, on behalf of the Police Department, to apply for and accept, if awarded, a FY25 COPS Hiring Grant that will fund two (2) new officer positions up to $125,000 per officer over the three (3) year grant period, with there being a 25% minimum cost share requirement for the City.

Item Reference:

In an on-going effort to enhance community policing, Tyler Police Department was the recipient of a COPS Hiring grant in 2010. The grant allowed for the hiring of two (2) officers to supplement the Community Response Team, which provided a broader response to citizens' needs. In 2020, Tyler Police Department again was the recipient of a three (3) year COPS Hiring grant for two (2) officer positions. Those officers coordinated and addressed issues of violent crime through analysis of data-driven information and through public education deployment in our community.

Tyler Police Department plans to request funding from the FY25 COPS Hiring Grant program by submission of a grant application for two (2) additional police officers. The grant program requires applicants to focus on certain pre-selected community policing strategies as a grant justification. Our selected focus area for the two new officers will be "Police-based Response to Persons in Crisis", which includes education, prevention, and interventions related to the abuse of opioids and other substances in communities. If awarded, two (2) officers will be assigned to an area that includes the Downtown Business, Arts, and Culture (DBAC) district.

The FY25 COPS Hiring Grant program will supplement the entry-level salary and fringe benefits of new-hire officers, up to $125,000 per officer, over a three-year grant period (36 months). There is a twenty-five percent (25%) minimum cost share requirement for the City of Tyler. In addition, each officer hired under the grant must be retained for a 12-month period at the end of the 3-year period.

RECOMMENDATION:

It is recommended that the City Council consider adopting a Resolution authorizing the City Manager and the Tyler Police Department to apply for and accept grant funding from the COPS Hiring Grant program, in the amount of $250,000.00 over the course of three (3) years, to fund two (2) new officer positions for the Tyler Police Department.

ATTACHMENTS:
Resolution - FY25 to FY27 COPS Hiring grant

Drafted/Recommended By:
Department Leader

Jimmy Toler / Chief of Police

Edited/Submitted By:
City Manager

RESOLUTION NO. R-2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AUTHORIZING THE CITY TO APPLY FOR AND ACCEPT FUNDING FROM THE COMMUNITY ORIENTED POLICING SERVICES, U.S. DEPARTMENT OF JUSTICE, TO FUND TWO (2) OFFICER POSITIONS AT THE TYLER POLICE DEPARTMENT FOR THREE YEARS; AUTHORIZING THE CITY MANAGER TO ACT AS THE CITY'S AUTHORIZED OFFICIAL TO TAKE ALL NECESSARY ACTIONS RELATED TO THE GRANT; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the City Council finds it in the best interest of the citizens of Tyler that the established Community-Oriented Policing Services (COPS) Hiring program grant funding be utilized initially for the 2024-2025 year; and

WHEREAS, The City Council agrees that in the event of loss or misuse of the COPS Hiring program grant funds, the Tyler City Council assures that the funds will be returned in full; and

WHEREAS, The City Council designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

WHEREAS, the City Manager is hereby authorized to take all necessary actions, including the use and expenditure of funds, related to the grant on behalf of the City of Tyler; and

WHEREAS, the COPS Hiring Grant program will supplement the entry-level salary and fringe benefits of new-hire officers, up to $125,000 per officer, over the three-year grant period, with a minimum twenty-five percent (25%) cost share requirement for the City of Tyler each year.

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

PART 1: That the City Council of the City of Tyler hereby approves the application for and acceptance of the COPS Hiring Grant in the amount of $250,000 to assist in funding of two (2) officer positions at the Tyler Police Department over a three (3) year period, with a minimum twenty-five percent (25%) cost share requirement for the City of Tyler each year.

PART 2: That the City Manager is hereby designated as the City of Tyler's authorized official, and is hereby authorized to apply for, reject, alter, terminate, and/or take all necessary actions, including the use and expenditure of funds, related to the grant on behalf of the City of Tyler;

PART 3: That this Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED this 22nd day of May, A.D., 2024.

_____

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

ATTEST:

_____

CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____

DEBORAH G. PULLUM, CITY ATTORNEY

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: C-A-7

Date: May 22, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute a new Personal Services Contract with Davis Dickson for project management and engineering services for the Half Cent Sales Tax program and other services as needed for the City of Tyler in the amount of $50,000.

Page: Page 1 of

Item Reference: City Council 09/27/2023, Item C-A-6

On September 27, 2023, the City Council approved a new Personal Services Contract with Davis Dickson (CONTRACTOR) to provide interim services related to the Project Coordination for the Half Cent Sales Tax program and project management for the engineering department. Since then, the Engineering Department has continued utilizing Davis's services for management assistance and coordination for the Half Cent Sales Tax program and general consultant services within the department. Davis's contract is about to expire, and it is requested that a new contract be awarded to continue Davis's services for the Engineering Department.

Davis Dickson has served in several positions with the City of Tyler since 1990. Much of his service was as the Airport Director at Tyler Pounds Regional Airport. The fee for the services to be performed shall be $95.00 per hour up to a total estimated amount of $50,000.00. Funding proposed for the contract is to be funded through the Half Cent Sales Tax Fund.

The CONTRACTOR shall perform these services under the supervision and direction of Darin Jennings, P.E., City Engineer, or his designee. A summary of the scope of services is attached for review.

FUNDING: Half Cent Sales Tax Fund

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute a new Personal Services Contract with Davis Dickson for project coordination and engineering services for the Half Cent Sales Tax program and other services as needed for the City of Tyler in the amount of $50,000.

ATTACHMENTS:

Form 2-9 Personal Services Contract 5-15-24 DJ

Drafted/Recommended By:
Department Leader

Darin Jennings, PE

Edited/Submitted By:
City Manager

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 Davis Dickson, hereinafter called "CONTRACTOR";

WITNESSETH:

1. CONTRACTOR shall provide to CITY at the request of the City Engineer, Darin Jennings, services related to Project Consultant of the Half Cent Sales Tax Program and CIP project management. (Attach Description of Services to be performed as Exhibit A).

2. CONTRACTOR shall perform these services under the supervision and direction of City Engineer, Darin Jennings, P.E., 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 24 hours** per week and up to a total estimated amount not to exceed **$50,000**. **CONTRACTOR will be on a "Will Call" basis when needed by the Engineering Department.** Funds for this expense are budgeted in account number **Half Cent Sales Tax Fund 231-0711-434-4978.**

4. CONTRACTOR acknowledges and agrees that they shall have the status of an independent contractor at all times 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 May 15, 2024, and extend **until contracted funds run out**. This Agreement may be canceled 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., _____.

APPROVED:

CITY OF TYLER	**CONTRACTOR**
_____	_____
DEPARTMENT LEADER	
_____	_____
CITY ATTORNEY	ADDRESS
_____	_____
CITY MANAGER	Phone

(After initial review by City Department and signature by Contractor, route to City Attorney, City Manager, and then back to City Department to make/distribute copies to all parties. City Department will also be responsible for providing any additional information to Finance to ensure

payment to the Contractor.)

EXHIBIT "A"

Scope of Work

1. Coordinate and assist Engineering Staff in the preparation of monthly Half Cent Sales Tax Board Meetings and special projects as assigned.
2. Coordinate and assist Engineering Staff in preparation of annual Half Cent Project Prioritization / Ranking meetings.
3. Assist in the development of the Annual Work Plan as approved. Coordinate with City staff to update the Half Cent 10-Year Project Forecast to schedule projects for funding in the appropriate fiscal year.
4. Coordinate and assist Engineering Staff in the final preparation of the Annual Half Cent budget.
5. Special projects, project management, and consultation services as requested.
    - Provide project management for the 2024 Pedestrian Improvements Project and other programs as needed.
    - Assist the City with the Space Needs Assessment and Facilities Master Plan.
    - Make City Council Presentations when requested.
    - Perform job site inspections and assist with project closeouts when needed.
    - Provide institutional, policy, and standard operating procedural training to Engineering Staff.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: C-A-8

Date: May 22, 2024

Subject: Request that the City Council consider authorizing the City Manager to purchase (1) one 6" brush mower from Lowe Tractor through Buyboard contract 706-23, for Lake Palestine Water Plant for $2,775.75.

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 water department, Lake Palestine Water Plant needed a 60" brush mower. Lowe Tractor is the local Buyboard vendor (contract # 706-23) with inventory in stock ready for delivery. Purchase cost will be $2,775.75.

Funds are available in the Vehicle Replacement fund 640-0661-641-2604.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to purchase (1) one 6" brush mower from Lowe Tractor through Buyboard contract 706-23, for Lake Palestine Water Plant for $2,775.75.

ATTACHMENTS:

lowe tractor brush mower

Drafted/Recommended By:
Department Leader

Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

CONTRACT PRICING WORKSHEET

Submission #	6011
Date Prep:	3/27/2024

This Worksheet is prepared by LAND PRIDE and given to BuyBoard Member.

NOTE **PO must be made out: Dealer Name (MDD for Land Pride, Division of Great Plains Mfg.)*****

Troy Olson - National Accounts Manager / 785-822-5651 / troy.olson@landpride.com

Buying Agency	City of Tyler	Dealer #: 112761 Dealer Name:	Lowe Tractor & Equip
Contact Person	Debra Schreck	Dealer Contact:	Lazaro Rodriguez
Phone:	903-531-1323	Phone:	903-253-3453
Fax:		Email:	junior@lowetractor.com
Email:	dschreck@tylertexas.com	Ship to Location:	Tyler

Product Code:	RCR1860-02-11-32	Description:	Land Pride Utility Duty Cutter ON LOT: YES/SN: 2078662 (LP2032)

A. Product Item Base Unit Price Per Contractor's Buy Board Contract: # 706-23 $ 3,201.00

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal from additional sheet(s):	
		Subtotal B:	$0.00

C. Unpublished Options - Itemize below - Attach additional sheet if necessary

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal from additional sheet(s):	
		Subtotal C:	$ -

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered :	1	X Subtotal of A+B+C :	$ 3,201.00	=	Subtotal D:	$ 3,201.00

E. Other Charges, Trade Ins, Allowances, Discounts, Etc.

Description	Cost	Description	Cost
Freight: (GP)	$0.00		
Set Up:	$125.00		
Delivery:	$250.00	**Subtotal E:**	$ 375.00
		Discount Percentage :	25.00%
PRICE SUBJECT TO CHANGE		**Discount Total :**	$ 800.25
Estimated Delivery Date :	In Dealer Inventory	**F. Total Purchase Price** (D+E):	$ 2,775.75

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: C-A-9

Date: May 22, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute the Reconciliation Change Order with Fritcher Construction Services for the South Thompson Ave Drainage Improvements project, Bid No. 22-050, decreasing the approved contract amount by $93,313.00, from $1,318,390.00 to $1,225,077.00.

Page: Page 1 of

Item Reference: CC Agenda 11/9/2022, Item M-2; HC Agenda 11/8/2022, Item 22-11-04; HC Agenda 5/14/2024, Item 24-05-05

This Capital Improvement Project (CIP) was an infrastructure reconstruction project for both South Thompson Avenue and Barger Street. The work was coordinated with the demolition of the Tysen House, and both were completed successfully.

Some highlights of the project include:
1. Approximately 101,015 historic bricks were salvaged for future use;
2. All water lines, taps, and services were replaced;
3. All sanitary sewer lines, taps, and services were replaced or repaired;
4. The culprit causing the roadway problems, the storm drain system, was enlarged and replaced;
5. The road surfaces is now asphalt; and
6. The area is ready for growth and development.

This project was funded by the Half Cent Sales Tax.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to execute the Reconciliation Change Order with Fritcher Construction Services for the South Thompson Ave Drainage Improvements project, Bid No. 22-050, decreasing the approved contract amount by $93,313.00, from $1,318,390.00 to $1,225,077.00.

ATTACHMENTS:

RCO - S Thompson Ave - 22-050
IMG_6869

Drafted/Recommended By:
Department Leader

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

Edited/Submitted By:
City Manager

RECONCILIATION CONTRACT CHANGE ORDER
CHANGE ORDER NO. #01

PROJECT NAME: S Thompson Avenue Drainage Improvements

DATE: 5/7/2024

CONTRACTOR: Fritcher Construction
ADDRESS: 14394 FM 2868
Flint, TX 75762
PHONE NO.: (903) 710-2313

BID NUMBER: 22-050

Item No.	Work Items	Qty	Units (from pull-down list)	Unit Price	SOV	Qty Complete to Date	Amount Complete to Date	Difference in Bid Qty	Difference in Bid Amount
3.4.2	Provide a **100% Performance, Payment, and Maintenance Bonds** for Paving, Drainage, Water, and Sanitary Sewer Improvements, in approved format, to City of Tyler	1.00	LS	$ 26,000.00	$ 26,000.00	1.00	$ 26,000.00	0.00	$ -
3.4	Provide required insurance, including Liability Insurance, with the Owner and Engineer named as additional insured	1.00	LS	$ 1,500.00	$ 1,500.00	1.00	$ 1,500.00	0.00	$ -
5.9.3	Provide **Construction Staking** for project, by Registered Professional Land Surveyor for paving, drainage, water, and sanitary sewer construction activities	1.00	LS	$ 4,500.00	$ 4,500.00	1.00	$ 4,500.00	0.00	$ -
100-A	Furnish all labor, tools, equipment, supervision, and any other requisite necessary for **Preparing Right of Way,**, for paving, drainage, and utility improvements, and including, but not limited to, removal of asphalt paving, removal of concrete curb and gutter, removal of concrete driveways, removal of concrete sidewalks, removal of old concrete, removal of old storm drain pipe, clearing and grubbing of trees, bushes, undergrowth, stumps, and other vegetation or debris, and for minor site gradi.ng to provide erosion control, in accordance with plans & specifications complete and in place	15.00	EA	$ 1,500.00	$ 22,500.00	15.00	$ 22,500.00	0.00	$ -
110-A	Furnish all labor, tools, equipment, supervision and any other requisite necessary to perform unclassified **Excavation (Roadway)** (density control), complete and in place	351.00	CY	$ 9.00	$ 3,159.00	351.00	$ 3,159.00	0.00	$ -
110-B	Furnish all labor, tools, equipment, supervision and any other requisite necessary to **salvage, clean, palletize & deliver existing paving bricks** to Street Dept (based on 28,714 SF of bricks), complete and in place	114,855.00	EA	$ 1.00	$ 114,855.00	101015.00	$ 101,015.00	(13840.00)	$ (13,840.00)
132-A	Furnish all labor, tools, equipment, supervision, and any other requisite necessary to perform **Road Embankment (Final)**(density control)(Roadway), complete and in place	1.00	LS	$ 6,250.00	$ 6,250.00	1.00	$ 6,250.00	0.00	$ -
132-B	Furnish all labor, tools, equipment, supervision, and any other requisite necessary for Contractor to own and haul-off **excess excavated material and properly dispose**, complete and in place	1.00	LS	$ 7,500.00	$ 7,500.00	1.00	$ 7,500.00	0.00	$ -
162.3.1.2	Furnish and install b**lock sodding (Bermuda and/or St. Augustine)** for designated disturbed areas for Permanent Erosion Control, including fertilizer, complete and in place	1,000.00	SY	$ 12.00	$ 12,000.00	250.00	$ 3,000.00	(750.00)	$ (9,000.00)
164.3.3P	Furnish and install **cellulose fiber mulch seeding** (Perm) (Urban) for erosion control, including fertilizer, complete and in place	1,000.00	SY	$ 4.00	$ 4,000.00	391.25	$ 1,565.00	(608.75)	$ (2,435.00)
275-A	Furnish and apply **Cement** (Road Mixed 10-inches Deep Application Rate= 40 lbs/sy), complete and in place	64.00	TONS	$ 245.00	$ 15,680.00	62.00	$ 15,190.00	(2.00)	$ (490.00)
275-B	Install **Cement Treatment (Road Mixed)** Material and compact subgrade to 95% standard proctor **(10-inches deep) (gutter to gutter)**, complete and in place	3,191.00	SY	$ 6.00	$ 19,146.00	2978.00	$ 17,868.00	(213.00)	$ (1,278.00)
310	Furnish and Install **Prime Coat** on treated subgrade (0.3 Gal / SY), complete and in place	3,191.00	SY	$ 1.00	$ 3,191.00	3191.00	$ 3,191.00	0.00	$ -
340-A	Furnish and install 3-inch compacted thickness **HMAC Type "D" surface course on S. Thompson & Barger St.**, (Quantity calculated on 3,191 sy + 10%)(1.5" Overlay of Mulberry included), complete and in place	605.00	TONS	$ 171.00	$ 103,455.00	605.00	$ 103,455.00	0.00	$ -
340-B	Furnish and install **HMAC Type "B" base course 6-inches thick for trench repair on E.Erwin & Mulberry**, complete and in place	50.00	TONS	$ 190.00	$ 9,500.00	74.00	$ 14,060.00	24.00	$ 4,560.00
400-A	Furnish and install **crushed stone bedding** for storm sewer, as required, (Quantity based on 1.5 x ((pipe O.D. + 24") x 12" depth)/27) complete and in place	216.00	CY	$ 78.00	$ 16,848.00	0.00	$ -	(216.00)	$ (16,848.00)
400-B	Furnish and install **select backfill** for storm sewer, as required, complete and in place	933.00	LF	$ 6.00	$ 5,598.00	466.00	$ 2,796.00	(467.00)	$ (2,802.00)
402-A	Provide **trench safety** protection per OSHA requirements for trenches greater than 5 ft. in depth, complete and in place	966.00	LF	$ 7.00	$ 6,762.00	966.00	$ 6,762.00	0.00	$ -
464-A	Furnish and install **18-inch Class III** Reinforced Concrete Pipe, complete and in place	50.00	LF	$ 56.00	$ 2,800.00	50.00	$ 2,800.00	0.00	$ -
464-B	Furnish and install **24-inch Class III** Reinforced Concrete Pipe, complete and in place	42.00	LF	$ 78.00	$ 3,276.00	42.00	$ 3,276.00	0.00	$ -
464-C	Furnish and install **48-inch Class III** Reinforced Concrete Pipe, complete and in place	874.00	LF	$ 229.00	$ 200,146.00	874.00	$ 200,146.00	0.00	$ -
464-D	Furnish and install **24-inch Class III** Reinforced Concrete Pipe 45 Degree Bend, complete and in place	1.00	EA	$ 1,375.00	$ 1,375.00	1.00	$ 1,375.00	0.00	$ -
464-E	Wrap all joints on RCP with 24" wide non-woven geotextile fabric, complete and in place	966.00	LF	$ 5.00	$ 4,830.00	966.00	$ 4,830.00	0.00	$ -
465-A	Furnish and install standard **10-foot concrete curb inlet** (CI-8) (10'x3' ID), complete and in place	1.00	EA	$ 9,405.00	$ 9,405.00	1.00	$ 9,405.00	0.00	$ -
465-B	Furnish and install standard **15-foot concrete curb inlet** (CI-6) (15.5'x3'ID), complete and in place	1.00	EA	$ 19,030.00	$ 19,030.00	1.00	$ 19,030.00	0.00	$ -
465-C	Furnish and install standard **8-foot x 3-foot (I.D.)** concrete **junction box (JB-13A)**, with 24-inch riser with ring & cover, complete and in place	1.00	EA	$ 5,976.00	$ 5,976.00	1.00	$ 5,976.00	0.00	$ -
465-D	Furnish and install standard **10-foot x 5-foot (I.D.)** concrete **junction box (JB-9A)**, with 24-inch riser with ring & cover, complete and in place	1.00	EA	$ 12,800.00	$ 12,800.00	1.00	$ 12,800.00	0.00	$ -
465-E	Furnish and install standard **10-foot x 3-foot (I.D.)** concrete **junction box (JB-6A)**, with 24-inch riser with ring & cover, complete and in place	1.00	EA	$ 12,685.00	$ 12,685.00	1.00	$ 12,685.00	0.00	$ -
500	Provide **Mobilization**	1.00	LS	$ 38,000.00	$ 38,000.00	1.00	$ 38,000.00	0.00	$ -
502-A	Implement **Traffic Control Plan and maintain traffic control devices**, complete and in place	7.00	MO	$ 4,500.00	$ 31,500.00	7.00	$ 31,500.00	0.00	$ -

502-C	Furnish and install **City of Tyler Project Sign**, complete and in place	1.00	EA	$	750.00	$	750.00	0.00	$	-	(1.00)	$ (750.00)
506-A	Comply with the **Storm Water Pollution Prevention Plan** for construction activities by installing, maintaining, monitoring, and inspecting erosion control devices and providing the necessary documentation and record keeping for the SWPPP, complete and in place	1.00	LS	$	1,750.00	$	1,750.00	1.00	$	1,750.00	0.00	$ -
506-B	Furnish, install, and maintain **silt fence** for erosion control, in place and complete	500.00	LF	$	4.00	$	2,000.00	120.00	$	480.00	(380.00)	$ (1,520.00)
506-C	Furnish, install, and maintain **Gutter Buddy** for erosion control, complete and in place	250.00	LF	$	10.00	$	2,500.00	250.00	$	2,500.00	0.00	$ -
506-F	Furnish, install, and maintain **concrete truck washout**, complete and in place	1.00	EA	$	4,500.00	$	4,500.00	0.00	$	-	(1.00)	$ (4,500.00)
529-A	Furnish and install standard **8-inch x 30-inch non-reinforced concrete curb and gutter (City of Tyler Standard)**, complete and in place	900.00	LF	$	34.00	$	30,600.00	900.00	$	30,600.00	0.00	$ -
530-A	Furnish and install standard 6-inch thick reinforced **concrete driveway approach,** including curb, and **concrete driveway transitions**, complete and in place	150.00	SY	$	122.00	$	18,300.00	150.00	$	18,300.00	0.00	$ -
531-A	Furnish and install standard **4-inch thick reinforced concrete sidewalks**, with thickened edge along back of curb, complete and in place	500.00	SY	$	78.00	$	39,000.00	500.00	$	39,000.00	0.00	$ -
531-C	Construct c**oncrete sidewalk accessible ramps**, with detectable warning, complete and in place	15.00	EA	$	3,000.00	$	45,000.00	15.00	$	45,000.00	0.00	$ -
556	Furnish and install standard depth 4-inch **Type 6 or 7 underdrain** with rock and geo-fabric, as required, complete and in place	200.00	LF	$	40.00	$	8,000.00	0.00	$	-	(200.00)	$ (8,000.00)
2000	**Provide TV inspection of new Storm drain & Sanitary Sewer** after installation, complete and in place	1,234.00	LF	$	5.00	$	6,170.00	1234.00	$	6,170.00	0.00	$ -
8000	**CONTINGENCY - Blocking ($1700.00); Bypass Pumping ($4060.00); 20% Brick Premium ($20,203.00); Insert-a-plug ($4400.00); SW & C&G ($23,797.00); Services ($18,052.00)**	1.00	LS	$	100,000.00	$	100,000.00	0.72	$	72,212.00	(0.28)	$ (27,788.00)
247	Furnish and install **Flexbase Type A, Grade 1 - 2, (4-inch compacted thickness)**, complete and in place	355.00	CY	$	90.00	$	31,950.00	355.00	$	31,950.00	0.00	$ 0.00
						$	**1,014,787.00**		**$**	**930,096.00**		**$ (84,691.00)**
W-1	Furnish and install 6-**inch AWWA C 900 DR14 PVC water lines**, with tracer wire, and standard pipe embedment, complete and in place	40.00	LF	$	47.00	$	1,880.00	40.00	$	1,880.00	0.00	$ -
W-2	Furnish and install **8-inch AWWA C 900 DR14 PVC water lines**, with tracer wire, and standard pipe embedment, complete and in place	1,357.00	LF	$	55.00	$	74,635.00	1357.00	$	74,635.00	0.00	$ -
W-3	Furnish and install **Select Backfill** in water line trench, as required, complete and in place	1,397.00	LF	$	6.00	$	8,382.00	752.00	$	4,512.00	(645.00)	$ (3,870.00)
W-4	Provide **trench safety** protection per OSHA requirements for trenches greater than 5 ft. in depth, complete and in place	1,397.00	LF	$	7.00	$	9,779.00	1397.00	$	9,779.00	0.00	$ -
W-5	**Cut & plug existing 6-inch water**, complete and in place	3.00	EA	$	639.00	$	1,917.00	3.00	$	1,917.00	0.00	$ -
W-6	Furnish and install new **8-inch x 8-inch stainless steel tapping sleeve and valve**, with stainless steel bolt package, complete and in place	1.00	EA	$	4,625.00	$	4,625.00	1.00	$	4,625.00	0.00	$ -
W-7	Furnish and install 4-**inch insertion valve and box**, for use as-needed, complete and in place	2.00	EA	$	8,000.00	$	16,000.00	2.00	$	16,000.00	0.00	$ -
W-8	Furnish and install **6-inch insertion valve and box**, for use as-needed, complete and in place	2.00	EA	$	9,220.00	$	18,440.00	2.00	$	18,440.00	0.00	$ -
W-9	Furnish and install all items necessary to raise **water valve boxes** to finished grade, complete and in place	11.00	EA	$	659.00	$	7,249.00	11.00	$	7,249.00	0.00	$ -
W-10	Furnish and install new **6-inch AWWA C-515 resilient seated gate valves and valve boxes**, complete and in place	3.00	EA	$	1,929.00	$	5,787.00	3.00	$	5,787.00	0.00	$ -
W-11	Furnish and install new **8-inch AWWA C-515 resilient seated gate valves and valve boxes**, complete and in place	4.00	EA	$	2,642.00	$	10,568.00	4.00	$	10,568.00	0.00	$ -
W-12	Furnish and install **Ductile Iron Fittings** for water lines, as necessary, including anchor tees, and anchor couplings at fire hydrants, as required, complete and in place	3,000.00	LBS	$	2.50	$	7,500.00	3000.00	$	7,500.00	0.00	$ -
W-13	Furnish and install all items necessary to re-place existing water service with **new Poly DR-9 water service (long & short)**, with curb stop, and connection to existing meter, including adjustment and/or relocation of existing meter and meter box, complete and in place	14.00	EA	$	1,640.00	$	22,960.00	14.00	$	22,960.00	0.00	$ -
W-14	Furnish and install **new 1-inch Poly DR-9 water service** with curb stop, complete and in place	5.00	EA	$	1,645.00	$	8,225.00	5.00	$	8,225.00	0.00	$ -
W-15	Furnish and install standard **3-way Fire Hydrants to finished grade**, with blue reflectorized pavement markers, complete and in place	2.00	EA	$	6,578.00	$	13,156.00	2.00	$	13,156.00	0.00	$ -
W-16	Remove and old 6" & 4" water line as necessary to construct improvements, complete and in place	1.00	LS	$	13,570.00	$	13,570.00	1.00	$	13,570.00	0.00	$ -
SS-1	Furnish and install **8-inch SDR-26 PVC** (ASTM D2241) sanitary sewer (All depths or in casing), complete and in place	268.00	LF	$	47.00	$	12,596.00	268.00	$	12,596.00	0.00	$ -
SS-2	Furnish and install **14-inch diameter Steel Casing (3/8-inch thickness) with spacers through box culvert**, and any other requisite, complete and in place	50.00	LF	$	274.00	$	13,700.00	50.00	$	13,700.00	0.00	$ -
SS-3	Provide **Trench Safety** protection per OSHA requirements for gravity sanitary sewer trenches greater than 5 ft. in depth	268.00	LF	$	7.00	$	1,876.00	268.00	$	1,876.00	0.00	$ -
SS-4	Furnish and install **Select Backfill** for sanitary sewer trenches, complete and in place	243.00	LF	$	6.00	$	1,458.00	364.50	$	2,187.00	121.50	$ 729.00
SS-5	Furnish and install **Crushed Stone Bedding** for sanitary sewer, complete and in place	20.00	CY	$	78.00	$	1,560.00	20.00	$	1,560.00	0.00	$ -
SS-6	Furnish and install standard **4-foot Diameter Pre-Cast Concrete Manholes** (0 to 6-ft depth), with connection to existing sanitary sewers, complete and in place	2.00	EA	$	3,185.00	$	6,370.00	2.00	$	6,370.00	0.00	$ -
SS-7	Furnish and install extra **Vertical Height** for new 4-foot diameter precast concrete manholes, and to adjust to final pavement grade, complete and in place	5.00	VF	$	275.00	$	1,375.00	5.00	$	1,375.00	0.00	$ -
SS-8	Furnish all materials, labor and equipment to replace existing **4-inch PVC Sanitary Sewer** service complete and in place	27.00	EA	$	955.00	$	25,785.00	27.00	$	25,785.00	0.00	$ -

SS-9	Furnish and install all items necessary to **lower existing manholes & raise all sewer manholes** to finished grade, complete and in place	7.00	EA	$	1,218.00	$	8,526.00	2.50	$	3,045.00	(4.50)	$ (5,481.00)
SS-10	Furnish labor and materials to connect new sewer main to existing manhole at intersection of Thompson and Barger, complete and in place	1.00	EA	$	3,200.00	$	3,200.00	1.00	$	3,200.00	0.00	$ -
SS-11	Remove existing VCP sewer; Furnish & install 6" DIP sewer, complete and in place	18.00	LF	$	138.00	$	2,484.00	18.00	$	2,484.00	0.00	$ -
						$	**303,603.00**	0.00	**$**	**294,981.00**	0.00	**$ (8,622.00)**
						$	**1,318,390.00**		**$**	**1,225,077.00**		**$ (93,313.00)**

Original contract price:	$ 1,318,390.00	
Change in contract price from previous change orders:	$ -	
Change in contract price due to this change order:	$ (93,313.00)	
Adjusted contract price to date:	**$ 1,225,077.00**	**-7.08%**
Original contract end date / days:	8/15/2023	
Change in contract days from previous change orders:	30	
Change in contract days due to this change order:	200	
Adjusted contract days to date:	4/1/2024	

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

Date

ACCEPTED: Fritcher Construction
Contractor

Date

REVIEWED:
City Attorney's Office

Date

APPROVED: Edward Broussard
City Manager

Date

AGENDA ITEM NUMBER: C-A-

DATE APPROVED BY COUNCIL: 5/22/2024


DIRECTION
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32.34861°N
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CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: C-A-10

Date: May 22, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute a Capital Improvement Project (CIP) construction contract with Hartbeat Construction for the Repair of Stormwater Inlet Boxes - 2024 project, for $282,886.00, Bid No. 24-016.

Page: Page 1 of

Item Reference:

This is a maintenance package for 13 stormwater inlet boxes and stormwater inlet structures at seven (7) locations. The 13 stormwater structures are in various levels of decay and need repair and/or replacement in order to stop pavement failure, sinkholes, and sidewalk deterioration.

The planned projects include:
1. South Donnybrook Avenue and Mobile Drive - destroyed lid;
2. 201 West Oakwood Street - destroyed lid;
3. East Erwin Street and Saleh Avenue - two (2) curb inlet boxes with failing tops and one (1) with a failing brick wall;
4. 1208 Neches Drive - two (2) curb inlets causing paving failure;
5. 2023 Baker Drive - two (2) failing inlet structures;
6. Bradshaw Drive and Cope Street - two (2) failing inlet structures; and
7. 2019 Lee Street - two (2) failing inlet structures.

All stormwater inlet structures will be replaced and/or repaired as needed, and the associated problems will be mitigated, ensuring an acceptable lifespan for the new assets. Improvements to the assets include replacing brick with concrete, armoring and reinforcing lids, repairing curb and gutter, repairing and replacing headwalls and wingwalls, and adding ADA ramps as needed. Paul Neuhaus, PE, prepared the bid documents and EOPC for this project.

The project was advertised in the Tyler Morning Telegraph April 19, 2024, and April 26, 2024, and via CIVCAST. Four (4) bids were received from qualified bidders, with two (2) below the EOPC (Engineer's Opinion of Probable Cost) of $305,000.00, and two (2) above.
1. $282,886.00 - Hartbeat Construction;
2. $296,336.00 - A-10 Construction and Land Improvement;
3. $336,870.00 - Capps-Capco Construction, and

4. $588,878.00 - Crown Civil Construction.

Engineering has reviewed the bids and recommends award of the project to the low bidder, Hartbeat Construction.

This project will be funded by the Stormwater Maintenance Budget, Capital Outlay account.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to execute a Capital Improvement Project (CIP) construction contract with Hartbeat Construction for the Repair of Stormwater Inlet Boxes - 2024 project, for $282,886.00, Bid No. 24-016.

ATTACHMENTS:

Bid Tabs - Inlet Boxes 2024 - 24-016
Donnybrook & Mobile
201 W Oakwood
E Erwin & Saleh
113 Saleh Ave
Baker
Bradshaw

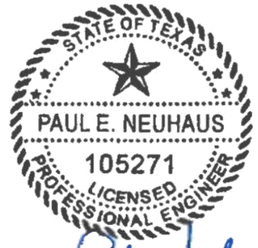
Drafted/Recommended By:
Department Leader

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

Edited/Submitted By:
City Manager

Total Bid Price				Hartbeat Construction Update pricing in the yellow cells		A-10 Construction Update pricing in the yellow cells		Capps-Capco Construction Update pricing in the yellow cells		Crown Civil Construction Update pricing in the yellow cells	
Item No.	**Work Items**	**Qty**	**Units (from pull-down list)**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
1.01	Performance, Payment, and Maintenance Bonds (paid in 1/4's)	1.0	LS	$ 5,200.00	$ 5,200.00	$ 9,000.00	$ 9,000.00	$ 9,800.00	$ 9,800.00	$ 10,000.00	$ 10,000.00
1.02	Insurance, including liability naming Owner as additional insured (paid in 1/4's)	1.0	LS	$ 8,000.00	$ 8,000.00	$ 5,500.00	$ 5,500.00	$ 6,000.00	$ 6,000.00	$ 10,000.00	$ 10,000.00
2.01	Mobilization	7.0	EA	$ 1,200.00	$ 8,400.00	$ 3,000.00	$ 21,000.00	$ 500.00	$ 3,500.00	$ 5,000.00	$ 35,000.00
2.03	Provide Construction Staking	13.0	EA	$ 300.00	$ 3,900.00	$ 800.00	$ 10,400.00	$ 10.00	$ 130.00	$ 100.00	$ 1,300.00
2.04	Prepare Right of Way, including, but not limited to: inlet box removal, concrete structure removal, debris removal, tree and vegetation removal, and minor site grading for erosion control	13.0	EA	$ 2,200.00	$ 28,600.00	$ 1,769.23	$ 23,000.00	$ 4,500.00	$ 58,500.00	$ 1,000.00	$ 13,000.00
2.20	Traffic Control	13.0	EA	$ 1,600.00	$ 20,800.00	$ 615.38	$ 8,000.00	$ 200.00	$ 2,600.00	$ 1,000.00	$ 13,000.00
2.21	Trench Safety per OSHA requirements	1.0	LS	$ 3,000.00	$ 3,000.00	$ 2,000.00	$ 2,000.00	$ 500.00	$ 500.00	$ 2,700.00	$ 2,700.00
3.01	S Donnybrook Ave & Mobile Dr: cast in place (no pre-cast); #5 reinforcing steel and embed plate in top; all other standard City of Tyler details and specifications; double 5' inlet in curve radius; complete and in place	1.0	LS	$ 14,000.00	$ 14,000.00	$ 8,200.00	$ 8,200.00	$ 13,500.00	$ 13,500.00	$ 25,500.00	$ 25,500.00
3.02	201 W Oakwood St: cast in place to sidewalk (no pre-cast) top with #5 reinforcing steel and embed plate; all other standard City of Tyler details and specifications for 5' inlet with 4' extensions on each side; add 24" manhole; complete and in place (new box is from back of curb to sidewalk)	1.0	LS	$ 8,700.00	$ 8,700.00	$ 8,200.00	$ 8,200.00	$ 13,995.00	$ 13,995.00	$ 25,500.00	$ 25,500.00
3.03	1125 E Erwin St: cast in place (no pre-cast) top and inlet throat; #5 reinforcing steel and embed plate in top; all other standard City of Tyler details and specifications for 5' inlet with a 5' extension; complete and in place	1.0	LS	$ 7,000.00	$ 7,000.00	$ 9,000.00	$ 9,000.00	$ 7,500.00	$ 7,500.00	$ 16,000.00	$ 16,000.00
3.04	1201 E Erwin St: cast in place to sidewalk (no pre-cast); #5 reinforcing steel and embed plate in top; all other standard City of Tyler details and specifications for 5' inlet; complete and in place; reset grate inlet in inlet throat	1.0	LS	$ 7,000.00	$ 7,000.00	$ 9,000.00	$ 9,000.00	$ 10,500.00	$ 10,500.00	$ 19,000.00	$ 19,000.00
3.05	113 Saleh Ave Open Channel: brace lid and replace failed brick wall with concrete wall; clean and prepare remaining brick, masonry, and concrete surfaces, seal any cracks and trowel or spray 1/2" mortar over surfaces	1.0	LS	$ 7,000.00	$ 7,000.00	$ 7,500.00	$ 7,500.00	$ 9,200.00	$ 9,200.00	$ 13,000.00	$ 13,000.00
3.06	1208 Neches Dr (South Box): cast in place or precast; complete and in place	1.0	LS	$ 9,000.00	$ 9,000.00	$ 7,500.00	$ 7,500.00	$ 9,100.00	$ 9,100.00	$ 22,000.00	$ 22,000.00
3.07	1208 Neches Dr (North Box): cast in place or precast; complete and in place	1.0	LS	$ 9,000.00	$ 9,000.00	$ 7,500.00	$ 7,500.00	$ 7,400.00	$ 7,400.00	$ 20,000.00	$ 20,000.00
3.08	2023 Baker Dr (East Inlet Structure): inlet structure with headwall and wingwalls per TxDOT CH-FW-0/15; complete and in place	1.0	LS	$ 14,000.00	$ 14,000.00	$ 13,500.00	$ 13,500.00	$ 18,825.00	$ 18,825.00	$ 49,000.00	$ 49,000.00
3.09	2023 Baker Dr (West Inlet Structure): inlet structure with headwall and wingwalls per TxDOT CH-FW-0/15; complete and in place	1.0	LS	$ 14,000.00	$ 14,000.00	$ 13,500.00	$ 13,500.00	$ 18,975.00	$ 18,975.00	$ 49,000.00	$ 49,000.00
3.10	Bradshaw Dr & Cope St (East Inlet Structure): inlet structure with headwall and wingwalls per TxDOT CH-FW-0/15; complete and in place	1.0	LS	$ 14,000.00	$ 14,000.00	$ 13,500.00	$ 13,500.00	$ 19,975.00	$ 19,975.00	$ 54,000.00	$ 54,000.00

3.11	Bradshaw Dr & Cope St (West Inlet Structure): inlet structure with headwall and wingwalls per TxDOT CH-FW-0/15; complete and in place	1.0	LS	$	14,000.00	$	14,000.00	$	13,500.00	$	13,500.00	$	19,975.00	$	19,975.00	$	54,000.00	$	54,000.00
3.12	2019 Lee St (East Inlet Structure): inlet structure; complete and in place; clean and prepare headwalls and wingwalls, seal any cracks and trowel or spray 1/2" mortar over surfaces	1.0	LS	$	13,000.00	$	13,000.00	$	13,500.00	$	13,500.00	$	15,500.00	$	15,500.00	$	25,000.00	$	25,000.00
3.13	2019 Lee St (West Inlet Structure): inlet structure; complete and in place; clean and prepare headwalls and wingwalls, seal any cracks and trowel or spray 1/2" mortar over surfaces	1.0	LS	$	13,000.00	$	13,000.00	$	13,500.00	$	13,500.00	$	16,500.00	$	16,500.00	$	25,000.00	$	25,000.00
3.30	Demo and Remove 8" Curb and 24" Gutter	175.0	LF	$	10.00	$	1,750.00	$	35.00	$	6,125.00	$	15.00	$	2,625.00	$	25.00	$	4,375.00
3.31	Demo and Remove Asphalt Paving	70.0	SY	$	36.00	$	2,520.00	$	71.43	$	5,000.00	$	20.00	$	1,400.00	$	35.00	$	2,450.00
3.32	Remove Existing Brick Paving; will reuse	1.0	SY	$	48.00	$	48.00	$	800.00	$	800.00	$	50.00	$	50.00	$	180.00	$	180.00
3.33	Demo and Remove Asphalt over Brick Paving	9.0	SY	$	48.00	$	432.00	$	56.00	$	504.00	$	40.00	$	360.00	$	280.00	$	2,520.00
3.35	Demo and Remove Concrete Sidewalk	21.0	SY	$	36.00	$	756.00	$	200.00	$	4,200.00	$	30.00	$	630.00	$	30.00	$	630.00
3.40	Remove Tree	1.0	LS	$	400.00	$	400.00	$	2,500.00	$	2,500.00	$	2,500.00	$	2,500.00	$	1,500.00	$	1,500.00
4.30	Concrete 8" Curb and 24" Gutter Repair	175.0	LF	$	30.00	$	5,250.00	$	35.00	$	6,125.00	$	45.00	$	7,875.00	$	140.00	$	24,500.00
4.31	Replace Asphalt Paving	79.0	SY	$	54.00	$	4,266.00	$	64.00	$	5,056.00	$	150.00	$	11,850.00	$	200.00	$	15,800.00
4.32	Replace Brick Paving	1.0	SY	$	36.00	$	36.00	$	500.00	$	500.00	$	60.00	$	60.00	$	450.00	$	450.00
4.35	Concrete Sidewalk, 4'	8.0	SY	$	81.00	$	648.00	$	72.00	**$**	**576.00**	$	95.00	$	760.00	$	250.00	$	2,000.00
4.50	Concrete Curb Ramp, ADA Compliant	3.0	EA	$	1,800.00	$	5,400.00	$	2,000.00	$	6,000.00	$	2,500.00	$	7,500.00	$	3,000.00	$	9,000.00
5.01	Crushed Stone Bedding	4.0	CY	$	140.00	$	560.00	$	250.00	$	1,000.00	$	110.00	$	440.00	$	195.00	$	780.00
5.02	Select Fill - Optional based on site conditions and Engineer's recommendation	4.0	CY	$	56.00	$	224.00	$	175.00	$	700.00	$	50.00	$	200.00	$	160.00	$	640.00
5.03	Riprap Stone, Dry (8 in) (1.4 ton/CY)	18.0	CY	$	176.00	$	3,168.00	$	194.44	$	3,500.00	$	150.00	$	2,700.00	$	350.00	$	6,300.00
5.11	Filter Fabric	36.0	SY	$	8.00	$	288.00	$	12.50	$	450.00	$	20.00	$	720.00	$	3.00	$	108.00
4.01	Yard/Easement Repair	15.0	SY	$	36.00	$	540.00	$	100.00	$	1,500.00	$	15.00	$	225.00	$	43.00	$	645.00
	Subtotal					**$**	**247,886.00**			**$**	**261,336.00**			**$**	**301,870.00**			**$**	**553,878.00**
99.99	Contingency, Paid As Needed Upon Engineer's Approval	1.0	EA			$	35,000.00			$	35,000.00			$	35,000.00			$	35,000.00
	Bid Total					**$**	**282,886.00**			**$**	**296,336.00**			**$**	**336,870.00**			**$**	**588,878.00**
										($936.00 less)									



5/8/2024


DIRECTION
261 deg(T)
32.29155°N
095.29900°W
ACCURACY 4 m
DATUM WGS84
2024-04-08
08:28:09-05:00




DIRECTION
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095.28747°W
ACCURACY 4 m
DATUM WGS84
2024-02-28
09:40:20-06:00





CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: C-A-11

Date: May 22, 2024

Subject: Request that the City Council consider authorizing the City Manager to sign a "Letter of Engagement for Professional Audit Services" with Gollob Morgan Peddy, PC to perform the Fiscal Year 2023-2024 Annual Audit for a total combined maximum fee including all out of pocket expenses not to exceed $117,750.

Page: Page 1 of

Item Reference: Tyler City Charter, Article 4, Section 30(c)

The Tyler City Charter requires a comprehensive examination and evaluation of all accounting records and financial transactions of all departments and funds of the City to be conducted on an annual basis.

The firm of Gollob Morgan Peddy, PC proposes to perform the Fiscal Year 2023-2024 Comprehensive Annual Financial audit (including the grant audits) for a maximum estimated fee of $117,750 which includes the Airport Passenger Facility Charge program audit and the Section 8 Housing REAC review. This amount is unchanged from the previous year's audit.

The interim audit fieldwork is scheduled to begin August 2024 with the audit report to be issued no later than March 31, 2025.

The current City of Tyler policy mandates that external auditor firms be changed after a maximum of five continuous years of service and this proposed engagement will be the second of five potential annual audit engagements for this firm.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to sign a "Letter of Engagement for Professional Audit Services" with Gollob Morgan Peddy, PC to perform the Fiscal Year 2023-2024 Annual Audit for a total combined maximum fee including all out of pocket expenses not to exceed $117,750.

ATTACHMENTS:

City of Tyler Engagement Letter

Drafted/Recommended By:
Department Leader

Keidric Trimble, Chief Financial Officer

Edited/Submitted By:
City Manager

Gollob Morgan Peddy
CERTIFIED PUBLIC ACCOUNTANTS

May 2, 2024

The Honorable City Council, Audit Committee
and Management of the City of Tyler, Texas

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Tyler, Texas ("the City"), as of September 30, 2024, and for the year then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents. In addition, we will issue an Annual Comprehensive Financial Report (ACFR) for the year ended September 30, 2024 under the provisions and standards issued by the Government Finance Officers Association ("GFOA"). We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

In addition, we will audit the City's compliance over major federal award programs for the period ended September 30, 2024. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the City's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") and in accordance with Government Auditing Standards, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the City complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards , if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that management's discussion and analysis and schedules of funding progress be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1) Management's Discussion and Analysis.
2) Schedule of Changes in Net Pension Liability and Related Ratios.
3) Schedule of Contributions
4) Schedule of Changes in Net Pension Liability and Related Ratios – Firefighters' Relief and Retirement Fund
5) Schedule of Contributions – Firefighters' Relief and Retirement Fund

Gollob Morgan Peddy PC
1001 ESE Loop 323, Suite 300, Tyler, TX 75701
Tel 903-534-0088 Fax 903-581-3915 www.gmpcpa.com
Members American Institute of Certified Public Accountants and Private Companies Practice Section

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1) Combining Financial Statements – General Governmental Funds
2) Combining Financial Statements – Non-Major Governmental Funds
3) Detailed Schedules of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual: Special Revenue and Capital Projects Funds
4) Combining Financial Statements & Detailed Schedules of Revenues and Expenses – Budget and Actual: Internal Service Funds
5) Combining Financial Statements – Fiduciary Funds
6) Detailed Budgetary Comparisons

Also, the document we submit to you will include the following other additional information in compliance with the issuance of your ACFR, that will not be subjected to the auditing procedures applied in our audit of the financial statements:

1) Letter of Transmittal and other introductory information.
2) Statistical data.

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Other Services

In addition, we will perform audit services and prepare a report related to compliance with requirements applicable to the Passenger Facility Charge Program at Tyler Pounds Regional Airport and issue an opinion on compliance with requirements described in the *Passenger Facility Charge Audit Guide for Public Agencies*, issued by the Federal Aviation Administration (FFA Guide) for the year ended September 30, 2024.

We will also audit and prepare a report on the financial data schedule of the Housing Authority of the City of Tyler, Texas, as required by the U.S. Department of Housing and Urban Development for the year ended September 30 2024.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, U*niform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance). As part of an audit of financial statements in accordance with GAAS and in accordance with Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We will also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body (City Council) of the City of Tyler, Texas. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the

Audit of the Financial Statements (continued)

audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance; and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the City's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and in accordance with Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the City's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the City's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

Audit of Major Program Compliance (continued)

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the City's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received.
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the City is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the City complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs, and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
    a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
    b. Additional information that we may request from management for the purpose of the audit;
    c. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence;
    d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
    e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.

Management's Responsibilities (continued)

16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of non-attest services, including identifying the proper party to oversee non-attest work as described in more detail below;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the City involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

Non-Attest Services

With respect to any non-attest services we perform, as listed below:

During interim field work or at the end of the year, we agree to perform the following:

- Propose adjusting or correcting journal entries to be reviewed and approved by the City's management.
- Prepare the City's basic financial statements and related notes as well as RSI, supplementary information and statistical tables.
- Consult with the City's management on the implementation of new GASB Standards, such as GASB No. 101.

Non-Attest Services (continued)

We will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities.

The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the non-attest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The non-attest services are limited to those services previously outlined above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Engagement Administration, Fees, and Other Matters

We expect to begin our audit as soon as mutually convenient after year-end and to issue our reports no later than the designated March 2025 Council Meeting. As part of our engagement, we will schedule a time to conduct interim field work before year-end. We have prepared a more detail audit timeline that has been included in our audit planning communication letter to the audit committee that is dated May 2, 2024.

Kevin R. Cashion, CPA is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Gollob Morgan Peddy PC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Based on our audit proposal letter dated April 24, 2023, our fees for the services outlined in the letter are as follows:

Audit of the 9/30/24 financial statements and preparation of ACFR	$102,000
Compliance and reporting for the Passenger Facility Charge Program	$7,500
Compliance and reporting for the Sec. 8 REAC Program	$8,250

Our fees for these services will be based on the actual time spent at our standard hourly rates. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. In the event that a State Single Audit is required, we would estimate that the fee would be $7,500 for each grant program that is required to be tested and included ("major state program"). The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our services will be invoiced monthly as the audit work progresses. Payment of our services will be due within 30 days of each invoice date. A finance charge of 6% simple interest, calculated at 0.5% per month, will be assessed on any unpaid balance after deduction of current payments made within thirty days of the date of billing.

The audit documentation for this engagement is the property of Gollob Morgan Peddy PC and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to cognizant or oversight agency for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Gollob Morgan Peddy PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the

Engagement Administration, Fees, and Other Matters (continued)

aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by cognizant or grantor agencies. If we are aware that a federal awarding agency, pass-through City, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

At the conclusion of our audit engagement, we will communicate to the Honorable City Council and Management of the City of Tyler, Texas the following findings from the audit:

- Our view about the qualitative aspects of the City's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report. Our 2021 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City of Tyler and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

GOLLOB MORGAN PEDDY PC

Kevin Cashion

Kevin R. Cashion, CPA

RESPONSE:

This letter correctly sets forth the understanding of the City of Tyler, Texas.

By:_____

Title:_____

Date:_____

Briggs & Veselka Co.
A LIMITED LIABILITY PARTNERSHIP
Certified Public Accountants and Business Advisors

Report on the Firm's System of Quality Control

December 20, 2021

To the Shareholders of Gollob Morgan Peddy, PC
and the Peer Review Committee of the TSCPA

We have reviewed the system of quality control for the accounting and auditing practice of Gollob Morgan Peddy, PC (the firm) in effect for the year ended June 30, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included an engagement performed under *Government Auditing Standards*, including a compliance audits under the Single Audit Act and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Gollob Morgan Peddy, PC in effect for the year ended June 30, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Gollob Morgan Peddy, PC has received a peer review rating of *pass*.



Briggs & Veselka Co.
Austin, Texas