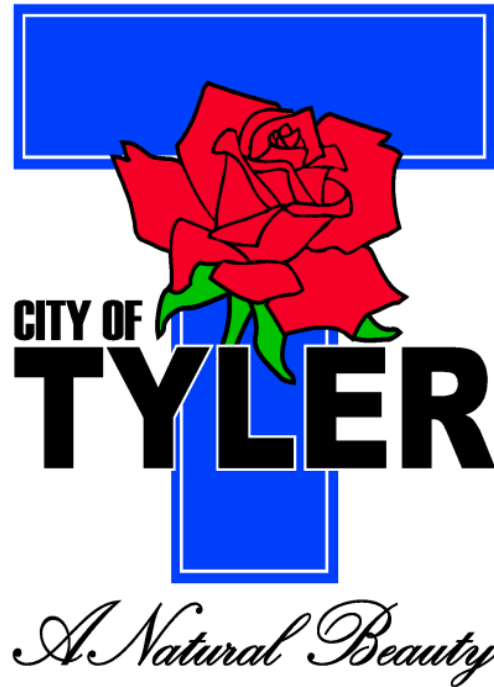


CITY COUNCIL AGENDA



**Wednesday, August 28, 2024
9:00 am**



CITY COUNCIL

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



CITY COUNCIL MEETING AGENDA

CITY COUNCIL CHAMBERS - CITY HALL

City Hall, City Council Chambers

212 N. Bonner Avenue, 2nd Floor

Tyler, Texas

Follow us on Facebook Live at:

<https://www.facebook.com/CityofTylerTexas/>

Wednesday, August 28, 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, please fill out the information on the IPAD located outside the Council Chambers. Speakers will be heard as the individual item(s) in which they have registered an interest come before the Council. Your remarks will be limited in duration depending on the number of people wanting to speak on a particular item. Comments to the City Council should only be made from the podium. This will ensure that the comments are picked up by the microphones and are made a part of the official record. Delay or interruption of the proceedings will not be tolerated.

INVOCATION

PLEDGE OF ALLEGIANCE

MINUTES

Request that the City Council consider approving the minutes of the regular called meeting of the City Council of the City of Tyler, Texas held on July 10, 2024.

AWARDS

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

They represent 135 years of service with the City of Tyler.

James Holt, Police Officer XIV, 30 years of service,
Lance Parks, Police Officer XIV, 30 years of service,
Ronny Tekell, Police Officer XIV, 30 years of service
Theofalus Ross, Streets, Crew Leader, 25 years of service,
Michael Schaub, Wastewater Treatment Superintendent, 20 years of service

ZONING

- Z-1** Z24-025 SPRING RJP OPERATIONS, LLC (501 AND 503 SOUTH SPRING AVENUE)
Request that the City Council consider adoption of an Ordinance approving a zone change from 'RPO', Restricted Professional Office District to 'R-2', Two-Family Residential District.
- Z-2** Z24-026 CARLA OCAMPO (1511 WEST ERWIN STREET)
Request that the City Council consider adoption of an Ordinance approving a zone change from 'M-1', Light Industrial District to 'PMXD-1', Planned Mixed-Use District-1 with written narrative.
- Z-3** S24-006 TOWNSQUARE MEDIA TYLER LLC (3810 BROOKSIDE DRIVE)
Request that the City Council consider adoption of an Ordinance approving the Special Use Permit to allow for a radio tower up to 150 feet in height in the previous location of a radio tower or elsewhere on the property.

HEARING

- H-1** Request that the City Council consider conducting a public hearing on the proposed Fiscal Year 2024-2025 Annual Budget and on the proposed property tax rate of \$0.240085 per \$100 of taxable property value.

PRESENTATION

- P-1** Request that the City Council receive a presentation on the Capital Improvements Program funded by the Half Cent Sales Tax Program.

RESOLUTION

- R-1** Request that the City Council consider adopting a Resolution authorizing submission of an application by the Tyler Fire Department for, and acceptance of, grant funding in the amount of \$450,000.00 through the Ben and Maytee Fisch Foundation, to be used to support the Tyler Fire Department Public Safety Bomb Team, aimed at maintaining and/or enhancing the City of Tyler's emergency preparedness and response capabilities.

MISCELLANEOUS

- M-1** Request that the City Council consider reviewing and accepting the Revenue and Expenditure Report for the period ending June 30, 2024.
- M-2** Request that the City Council consider authorizing the City Manager to execute an Engineering Services Contract, in an amount not to exceed \$200,000, with Langan Engineering and Environmental Services, Inc. for the Private Lateral Program for Consent Decree Group 3 projects.
- M-3** Request that the City Council consider authorizing the City Manager to approve Change Orders #1 and #2 with SAK Construction, LLC that will increase the contract amount by \$2,156,969.09 for Black Fork Creek Outfall Sewer Cast in Place Pipe (CIPP), Bid 21-035.
- M-4** Request that the City Council consider accepting the donation of \$1,164,141.44 to help complete the construction of the Miracle League of Tyler ballfield.
- M-5** Request that the City Council consider authorizing the City Manager to execute a contract with SCI Construction, Inc., for the construction of the Miracle League of Tyler ballfield at Faulkner Park in the amount of \$1,680,358.00.
- M-6** Request that the City Council consider authorizing the City Manager to execute a Capital Improvements Project contract in the amount of \$1,501,920.00 with TanksCo, Inc. for the West 2nd Street Elevated Storage Tank Rehabilitation (Tyler Bid No. 24-023) and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.
- M-7** Request that the City Council consider the designation of Reinvestment Zone Number Fourteen (Hiland Dairy), City of Tyler, Texas, for industrial tax abatement, and authorize the City Manager to finalize and enter into a tax abatement agreement with Hiland Dairy Foods and to sign all documents necessary to implement the tax abatement agreement.

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 June 30, 2024.
- C-A-2** Request that the City Council consider authorizing the City Manager to approve the

reconciliation change order decreasing the approved contract amount by \$9,563.12, from \$362,975.35 to \$353,412.23, and the release of retainage in the amount of \$35,341.23 to Missouri Petroleum, LLC, for the 2024 ONYX Seal Project.

- C-A-3** Request that the City Council consider authorizing the City Manager to purchase four commercial refuse trucks from East Texas Mack through TIPS Contract 230802 for a total purchase price of \$580,478.
- C-A-4** Request that the City Council consider authorizing the City Manager or designee to apply for and accept nineteenth-year funding under the Comprehensive Traffic Enforcement Grant Program administered by the Texas Department of Transportation.
- C-A-5** Request that the City Council consider authorizing the City Manager to declare certain designated vehicles as surplus and ready to be auctioned.
- C-A-6** Request that the City Council consider authorizing the City Manager to execute the Amendment No. 1 to the Work Order #1 to KSA Engineers, Inc., to add Construction Administration, and Closeout phase services for the construction of a new Airport Lighting Vault, for an increase from \$138,844.00 to \$283,165.00 (\$+144,321.00) at Tyler Pounds Regional Airport.

CITY MANAGER'S REPORT

EXECUTIVE SESSION

As allowed by the Texas Open Meetings Law, Chapter 551 of the Government Code, the City Council may go into executive session to consider the following: Tex. Gov't Code Section 551.071, 'Litigation', to deliberate pending or contemplated litigation or settlement offer involving: Lofton W. Woods, Jr. v. City of Tyler lawsuit; Cause No. 23-2842-A; Litigation is, by its nature, an ongoing process, and questions may arise as to trial tactics, or settlement offers which need to be explained to the City Council. Upon occasion, the City Council may need information from the City Attorney as to the status of the pending or contemplated litigation subject listed above. Any final action to be taken by the City Council will be taken in open session.

ADJOURNMENT

**MINUTES OF THE REGULAR CALLED MEETING OF
THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS
July 10, 2024**

A regular called meeting of the City Council of the City of Tyler, Texas, was held Wednesday, July 10, 2024 at 9:00 a.m. in the City Council Chambers, 2nd floor of City Hall, Tyler, Texas, with the following present:

Mayor: Don Warren
Mayor Pro Tem: Stuart Hene
Councilmembers: Brad Curtis
Shirley McKellar
Broderick McGee
Petra Hawkins
James Wynne
Lloyd Nichols

City Manager: Edward Broussard (absent)
Deputy City Manager: Stephanie Franklin
Asst. City Manager: Heather Nick
City Attorney: Deborah G. Pullum
Senior Asst. City Attorney: Alesha Buckner
Chief Information Officer: Benny Yazdanpanahi
City Fire Chief: David Coble
Operations Manager of Neighborhood Services: Prentice Butler
Police Chief: Jimmy Toler
City Engineer: Darin Jennings
Director of Utilities: Kate Dietz
Director of Parks & Recreation: Leanne Robinette
Strategic Planner: Blake Cathey
City Clerk: Cassandra Brager

INVOCATION

The Invocation was given by Mayor Warren.

Each Councilmember gave accolades to Broderick McGee on a job well done as serving as Councilman for District 2.

ELECTION

E-1 Request that a Certificate of Election and the Oath of Office be administered to the newly elected City Councilmember for District 2.

Judge Derrick Choice administered the Oath of Office to the newly elected City Councilmember Petra Hawkins.

MINUTES

Motion by Councilmember Curtis to approve the May 22, 2024 minutes; seconded by Councilmember McKellar; motion carried 7 - 0 & approved as presented.

ORDINANCE

- O-1 Request that the City Council consider adoption of an Ordinance approving an appointment to the Board of Directors of the Tax Increment Reinvestment Zone No. 4 (TIRZ No. 4). (O-2024-66)**

Motion by Mayor Pro Tem Hene; to appoint Jay Ward; seconded by Councilmember Curtis; motion carried 7 - 0 & approved as presented.

MISCELLANEOUS

- M-1 Request that the City Council consider authorizing the City Manager to execute a Capital Improvements Contract in the amount of \$3,018,917.77 with A. E. Shull & Company for the construction portion of the FM 756 Utility Relocates project and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt. (R-2024-34)**

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

- M-2 Request that the City Council consider authorizing the City Manager to execute a contract for the Gilley & Greenbriar Lift Station Bypass Pumps, BuyBoard Contract #672-22, with Zone Industries for \$612,523.64.**

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

- M-3 Request that the City Council consider receiving a presentation on the Family Self- Sufficiency and Housing Choice Voucher Program's FY 2024-2025 Annual Plans and the 2025-2029 Five-Year Housing Agency Plan and consider adoption of an ordinance related to approval thereof. (O-2024-67)**

Prentice Butler, Operations Manager of Neighborhood Services – Gave a brief presentation on the Family Self-Sufficiency and Housing Choice Voucher Program.

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

- M-4 Request that the City Council consider accepting an in-kind donation totaling \$81,589 for a new pavilion located within the Tyler Municipal Rose Garden.**

July 10, 2024

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

CONSENT

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

- C-A-1 Request that the City Council consider ratifying a payment of \$146,892.00 to CappsCapco Construction, Inc., for the replacement of the failed Jeff Davis culvert. (Pulled)**
- C-A-2 Request that the City Council consider authorizing the City Manager to ratify staff action in payment to A.E Shull in the amount of \$181,831.79 for the emergency repair and restoration of an 18" waterline on Loop 323 and Earl Campbell near Sam's Club.**
- C-A-3 Request that the City Council consider authorizing the City Manager to execute Amendment No. 1, Renewal No. 1, with a projected cost of \$ 1,572,389.00 for support of Consent Decree requirements and the Wastewater Collection System's Capacity, Management, Operations, and Maintenance (CMOM) Program.**
- C-A-4 Request that the City Council consider authorizing the City Manager to execute an Agreement for Access across City-owned property at Lake Tyler to Downs Commercial and Residential Investments, LLC.**
- C-A-5 Request that the City Council consider authorizing the City Manager to release a sanitary sewer easement across part of the property of My Garage Glenwood, LLC.**
- C-A-6 Request that the City Council consider authorizing the City Manager to release a sanitary sewer easement across part of the property of Deron Dacus.**
- C-A-7 Request that the City Council consider authorizing the City Manager to sell a permanent Easement to Atmos Energy for \$236,526.00 for the installation of a pipeline on City-owned property at Lake Tyler and to execute all documents necessary to accomplish the same.**
- C-A-8 Request that the City Council consider authorizing the City Manager to sell property to the Texas Department of Transportation for \$89,720.00 to construct/improve the Highway 756 project and execute all necessary documents to accomplish the same.**

Motion by Councilmember Wynne to approve all consent items except C-A-1; seconded by Councilmember McKellar; motion carried 7 - 0 & approved as presented.

July 10, 2024

CITY MANAGER'S REPORT

1. Starting with the good news first. We had a fireworks show, you all know, July 4th. Big success, lots of attendance, a lot of fun. Can't thank enough, you know, those departments, police, fire, parks, Solid Waste, all those folks that work on July 4th for their holidays, spending time out at Lindsey Park.
2. For the other news, you know, as we all know, Beryl came through with a vengeance in some of our areas. And we did have some damage that we cleaned up. Street departments, as the Mayor said, earlier worked through the night and ended up cleaning Shiloh and Paluxy Road, which was a breach on their erosion control. So, that road was covered, and they needed to clean it up before, you know, it was dangerous, and it was nighttime. So, great job to all of those folks who have worked, you know, throughout the week, including July 4th, on the storm. And we are still cleaning up from the previous storm, so we haven't caught up yet. The other thing I was going to have Kate come up and do a quick update on Lake Tyler because not only are we working inside the city limits, but her team has put together a great plan to also start to tackle Lake Tyler because we are going to do some significant cleaning out there.
3. **Director of Utilities Kate Dietz** - So, at Lake Tyler, just an update. Out there, there was significant damage and driveway clearing that needed to occur after the previous storm we had to go through. Lake Tyler's staff, which we have six full-time staff out at Lake Tyler, have been working to clear that right away since that storm event. They were concentrating on areas on streets that had high traffic, like Hill Creek. But they are currently putting in 12 hours a day per day to speed up the process, to try and get to more areas quicker. They will be working through this weekend. We also have Tyler Water Utilities Service Center has volunteered to come out to help us this weekend at 12 hours a day. Get some crews out there to speed up the process so we can see some good impact on some of the more residential streets as well. But there is significant work. And just like within the City, it will take some time to get it all done. There are a lot of trees out at Lake Tyler. So, and Leroy and Solid Waste has said that once the work orders that are within the City are taken care of in about two weeks, they may be able to come, or they will come out and help bring a brush truck and help us with that cleanup as well. So, you know, the process possibly could take about two to three months altogether. But there are brush piles. When there are brush piles, people deposit additional brush that was not, you know, initially ours to take care of. So, yeah. So, we all understand that.
4. Finally, Finance and Kiedric have done a great job working with a consultant that is going to help us with the FEMA reimbursement and, you know, getting a contractor in here as well during the emergency that we can call on who's gone through the big process and meets the FEMA requirements.

EXECUTIVE SESSION – City Council convened into executive session at 9:29 am

Under Texas Gov't Code Section 551.072 "Real Estate," the City Council will discuss the purchase, exchange, sale, lease, or value of real properties, the public discussion of which

July 10, 2024

would have a detrimental effect on the negotiating position of the City. Any final action to be taken by the City Council will be taken in open session.

City Council reconvened from executive session at 9:45 am with no action taken.

ADJOURNMENT

Motion by Councilmember McKellar to adjourn the meeting at 9:45 am; seconded by Councilmember Wynne; motion carried 7 - 0 & meeting adjourned.

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

ATTEST:

CASSANDRA BRAGER, CITY CLERK



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. A-1

Date: August 28, 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 135 years of service with the City of Tyler. James Holt, Police Officer XIV, 30 years of service, Lance Parks, Police Officer XIV, 30 years of service, Ronny Tekell, Police Officer XIV, 30 years of service Theofalus Ross, Streets, Crew Leader, 25 years of service, Michael Schaub, Wastewater Treatment Superintendent, 20 years of service

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 135 years of service with the City of Tyler.

James Holt, Police Officer XIV, 30 years of service
Lance Parks, Police Officer XIV, 30 years of service
Ronny Tekell, Police Officer XIV, 30 years of service
Theofalus Ross, Streets Crew Leader, 25 years of service
Michael Schaub, Wastewater Treatment Superintendent, 20 years of service

RECOMMENDATION:

Request that the City Council consider recognizing the following employees for their years of service and commitment to the City of Tyler. They represent 135 years of service with the City of Tyler.

Attachments:

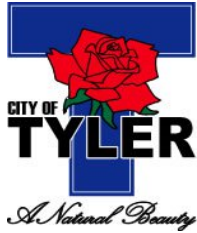
[August 2024 Service Award CC](#)

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: August 28, 2024
Subject: Award for August 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 135 years of service with the City of Tyler.

Service Awards

Date of Hire	First Name	Last Name	Title	Department	Years of Service
8/29/1994	James	Holt	Police Officer XIV	Police	30
8/29/1994	Lance	Parks	Police Officer XIV	Police	30
8/29/1994	Ronny	Tekell	Police Office XIV	Crew Leader	30
08/08/1999	Theofalus	Ross	Crew Leader	Streets	25
08/02/2004	Michael	Schaub	Wastewater Treatment Superintendent	Wastewater	20

Drafted/Recommended By: Department Leader

Regina Y. Moss



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. Z-1

Date: August 28, 2024

Subject: Z24-025 SPRING RJP OPERATIONS, LLC (501 AND 503 SOUTH SPRING AVENUE) Request that the City Council consider adoption of an Ordinance approving a zone change from 'RPO', Restricted Professional Office District to 'R-2', Two-Family Residential District.

Item Reference:

The applicant is requesting the zone change to redevelop the existing duplex on the property on Lot 44 of NCB 78-A, one lot containing approximately 0.14 acres of land located south of the southwest intersection of East Front Street and South Spring Avenue (501 and 503 South Spring Avenue).

According to the Unified Development Code (UDC), the R-2 district is primarily intended to accommodate single-family detached and two-family (duplex) 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, 25 feet in the rear, 6 feet on the interior side and 12 feet on the corner side. Minimum lot size is 7,500 square feet.

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

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

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

The adjacent properties to the west and south are zoned 'C-2', General Commercial District and are developed with commercial uses. The adjacent properties to the north and east are zoned 'RPO', Restricted Professional Office District and are developed with residential and office uses.

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

The subject property currently has the original dwelling from 1930. The owner is seeking to restore the structure by developing it into a duplex.

On August 6, 2024, the Planning and Zoning Commission held a public hearing for this request. The applicant spoke and was available for questions.

As of Friday, August 23, 2024, of the 22 notices mailed, one notice was returned in favor, and no notices were 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 a zone change from 'RPO', Restricted Professional Office District to 'R-2', Two-Family Residential District.

Attachments:

[Ordinance](#)

[Location Map](#)

[Future Land Use Guide 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 “RPO”, RESTRICTED PROFESSIONAL OFFICE DISTRICT TO “R-2”, TWO-FAMILY RESIDENTIAL DISTRICT ON LOT 44 OF NCB 78-A, ONE LOT CONTAINING APPROXIMATELY 0.14 ACRES OF LAND LOCATED SOUTH OF THE SOUTHWEST INTERSECTION OF EAST FRONT STREET AND SOUTH SPRING AVENUE (501 AND 503 SOUTH SPRING AVENUE); DIRECTING THE AMENDMENT OF THE ZONING MAP; DIRECTING THE AMENDMENT OF THE FUTURE LAND USE GUIDE 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 Z24-025

That the following described property, which has heretofore been zoned “RPO”, Restricted Professional Office District, shall hereafter bear the zoning classification of “R-2”, Two-Family Residential District., to wit:

On Lot 44 of NCB 78-A, one lot containing approximately 0.14 acres of land located south of the southwest intersection of East Front Street and South Spring Avenue (501 and 503 South Spring Avenue).

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

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 28th day of August A.D., 2024.

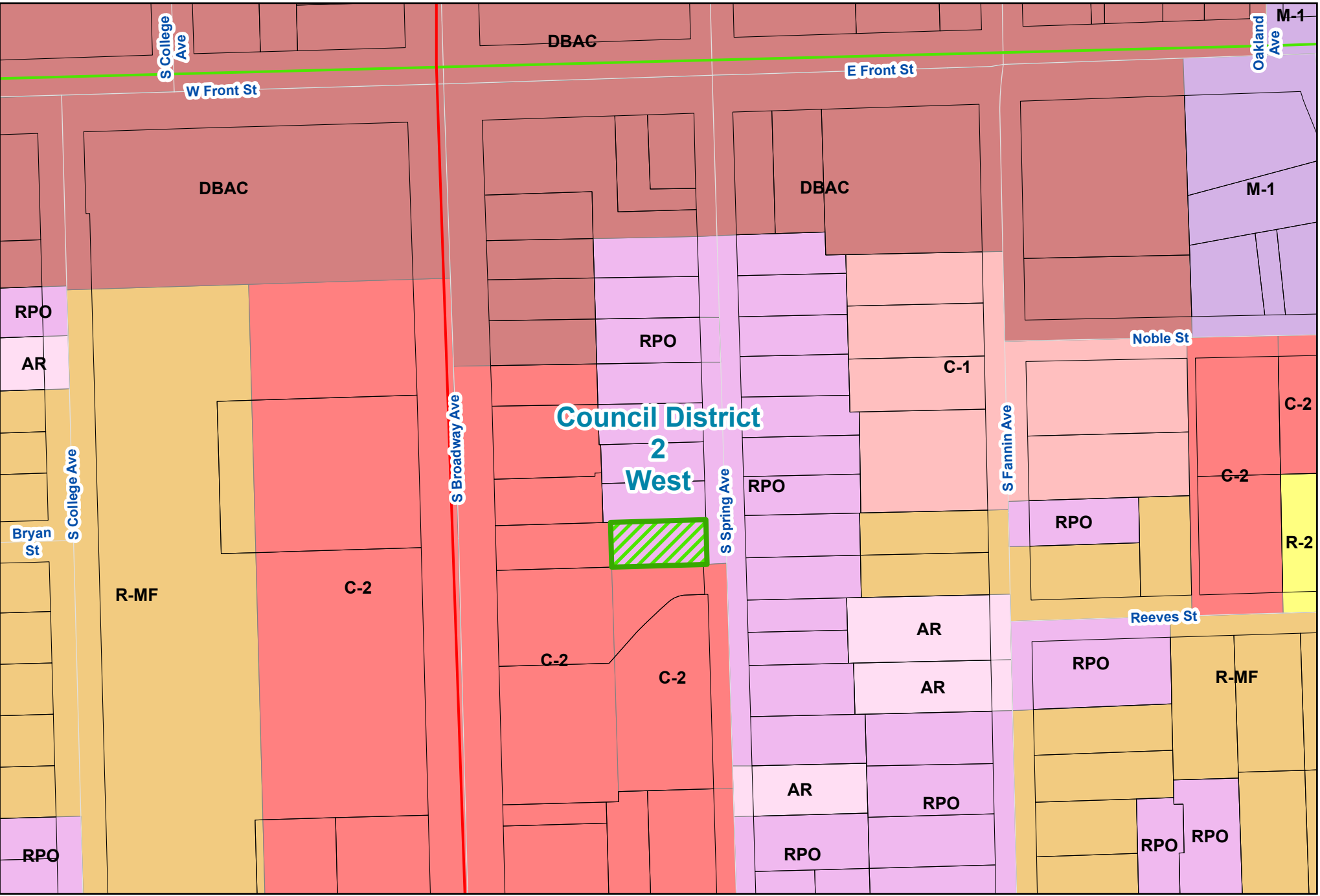
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

APPROVED:

CASSANDRA BRAGER, CITY CLERK

DEBORAH G. PULLUM,
CITY ATTORNEY



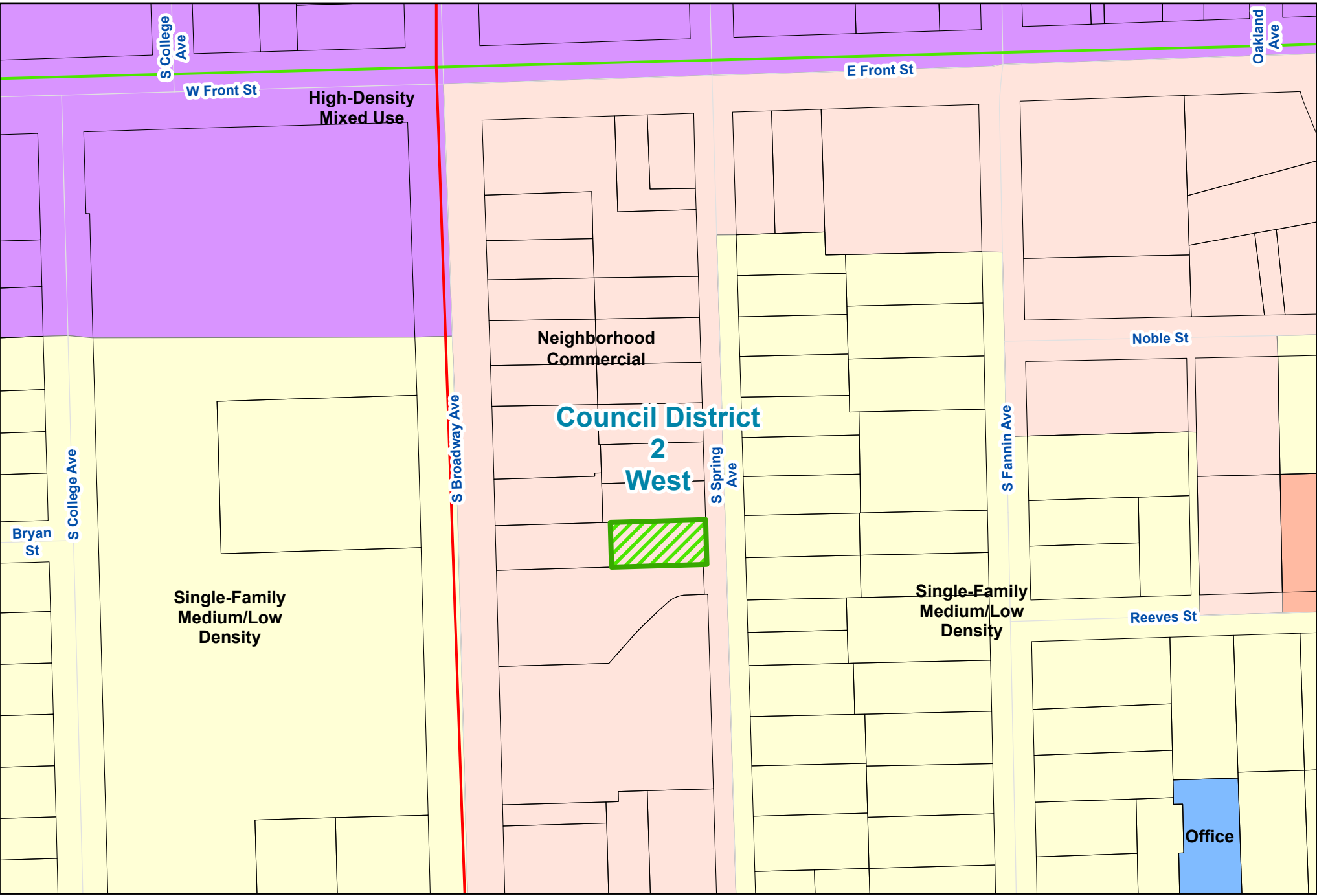
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1 inch equals 150 feet

ZONING CASE
 Zoning Case #: Z24-025
 Current Zoning: RPO
 Proposed Zoning: R-2
 SPRING RJP OPERATIONS LLC



Subject Property



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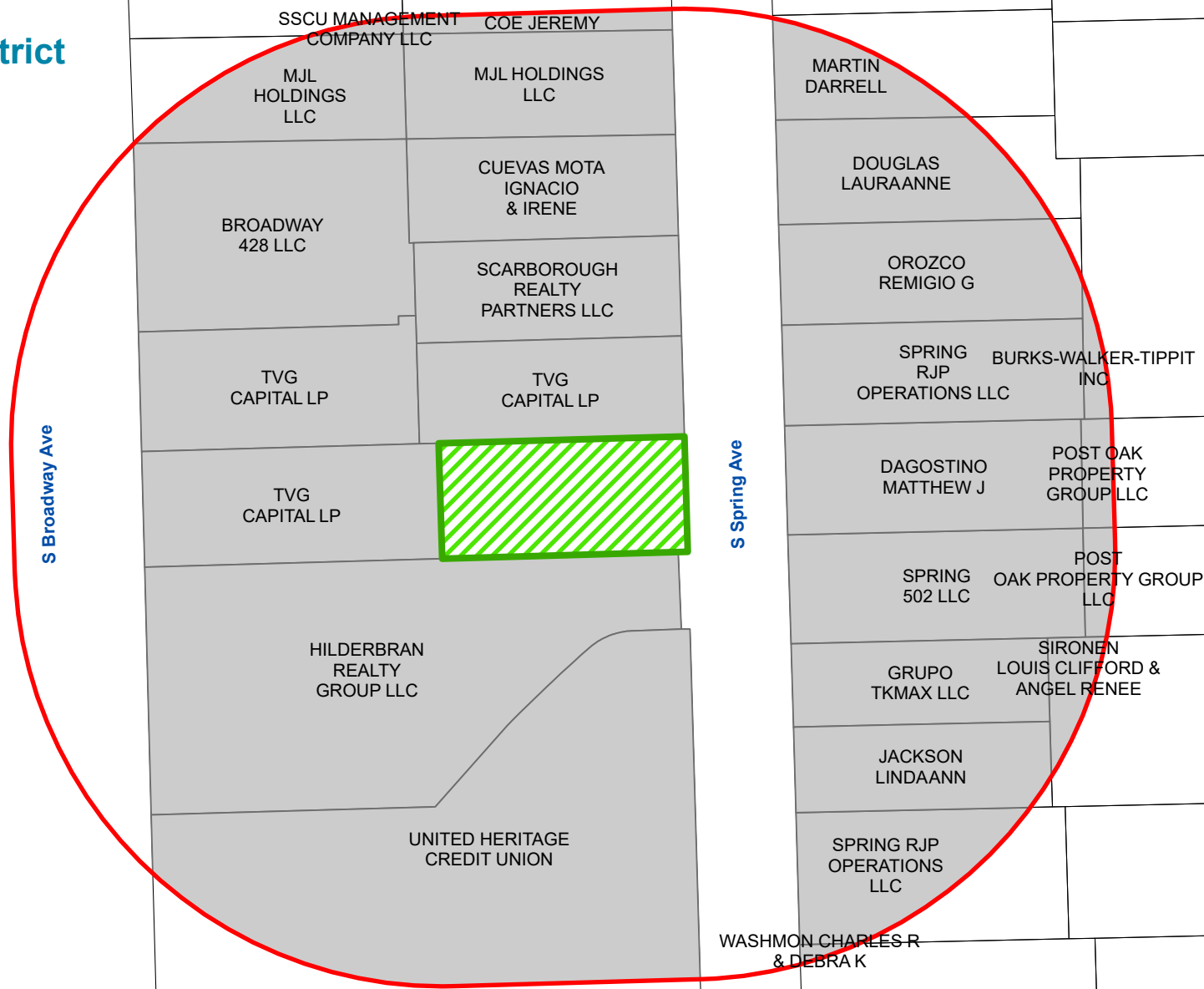
1 inch equals 150 feet

ZONING CASE
 Zoning Case #: Z24-025
 Current Zoning: RPO
 Proposed Zoning: R-2
 SPRING RJP OPERATIONS LLC



Subject Property

Council District 2 West



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.

1 inch equals 75 feet

ZONING CASE
Zoning Case #: Z24-025
Current Zoning: RPO
Proposed Zoning: R-2
SPRING RJP OPERATIONS LLC



Subject Property



200' Mailed Notification Area



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. Z-2

Date: August 28, 2024

Subject: Z24-026 CARLA OCAMPO (1511 WEST ERWIN STREET) Request that the City Council consider adoption of an Ordinance approving a zone change from 'M-1', Light Industrial District to 'PMXD-1', Planned Mixed-Use District-1 with written narrative.

Item Reference:

The applicant is requesting the zone change to allow for commercial and residential uses on Lots 18 and 7A of NCB 367-B, two lots containing approximately 0.25 acres of land located at the northwest intersection of North Gaston Avenue and West Erwin Street (1511 West Erwin Street).

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

All adjacent properties are zoned 'M-1', Light Industrial District and are generally developed with industrial and commercial uses.

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

This property has been previously developed in a manner that is consistent with a mixed-use area, similar to what is located downtown in the 'DBAC', Downtown Business, Arts, and Culture District. Any alterations or changes done to the building to add residential units will need to be done in compliance with all applicable City of Tyler building codes. Staff is recommending that the 'PMXD-1' zoning be consistent with the uses and regulations of a 'C-2', General Commercial District and allow for 'Multi-Family' uses.

On August 6, 2024, the Planning and Zoning Commission held a public hearing for this request. The neighbor who submitted a letter of protest was present to speak against the zoning case. Generally he was concerned about the safety of the residents that would live there and was against the potential of that area becoming more residential. Commissioner Landes agreed that safety could be a concern at this location and stated that he did not feel as though this was the right time to rezone the property.

As of Friday, August 23, 2024, of the 12 notices mailed, no notices were returned in favor and one was returned in opposition to the request for a total protest calculation of 5.02 percent. The opposition was against the addition of residential units to the currently commercial area.

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 3-2 vote recommends approval of the zone change from 'M-1', Light Industrial District to 'PMXD-1', Planned Mixed-Use District-1 with written narrative.

Attachments:

[Ordinance](#)

[Location Map](#)

[Future Land Use Guide Map](#)

[Protest Map](#)

Drafted/Recommended By:

Department Leader

Kyle Kingma, AICP, CFM, Planning Director

Edited/Submitted By:

City Manager

ORDINANCE NO. O-2024-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CHANGING THE ZONING FROM “M-1”, LIGHT INDUSTRIAL DISTRICT TO “PMXD-1”, PLANNED MIXED-USE DISTRICT-1 ON LOTS 18 AND 7A OF NCB 367-B, TWO LOTS CONTAINING APPROXIMATELY 0.25 ACRES OF LAND LOCATED AT THE NORTHWEST INTERSECTION OF NORTH GASTON AVENUE AND WEST ERWIN STREET (1511 WEST ERWIN STREET); DIRECTING THE AMENDMENT OF THE ZONING MAP; DIRECTING THE AMENDMENT OF THE FUTURE LAND USE GUIDE MAP; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

I. APPLICATION Z24-026

That the following described property, which has heretofore been zoned “M-1”, Light Industrial District, shall hereafter bear the zoning classification of “PMXD-1”, Planned Mixed-Use District-1, to wit:

On Lots 18 and 7A of NCB 367-B, two lots containing approximately 0.25 acres of land located at the northwest intersection of North Gaston Avenue and West Erwin Street (1511 West Erwin 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 and the Future Land Use Guide to reflect Mixed-Use Center.

PART 3: Should any section, subsection, sentence, provision, clause or phrase be held to be invalid for any reason, such holding shall not render invalid any other section, subsection, sentence, provision, clause or phrase of this ordinance and same are deemed severable for this purpose.

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

by a fine as provided in Section 1-4 of the Tyler Code. Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Since this ordinance has a penalty for violation, it shall not become effective until after its publication in the newspaper as provided by Section 85 of the Charter of the City of Tyler, Texas, which date is expected to be August 30th, 2024.

PASSED AND APPROVED this the 28th day of August A.D., 2024.

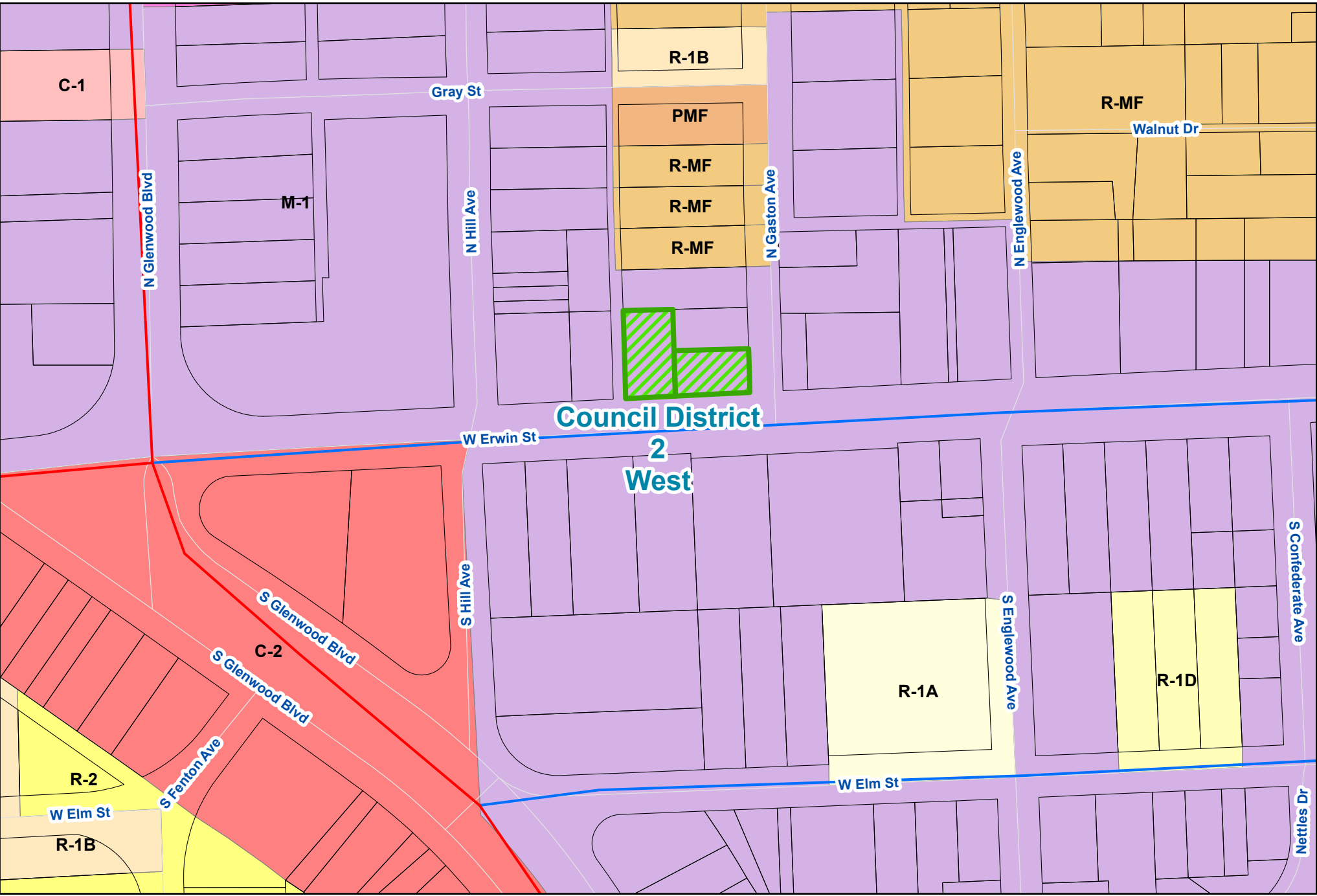
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

APPROVED:

CASSANDRA BRAGER, CITY CLERK

DEBORAH G. PULLUM,
CITY ATTORNEY



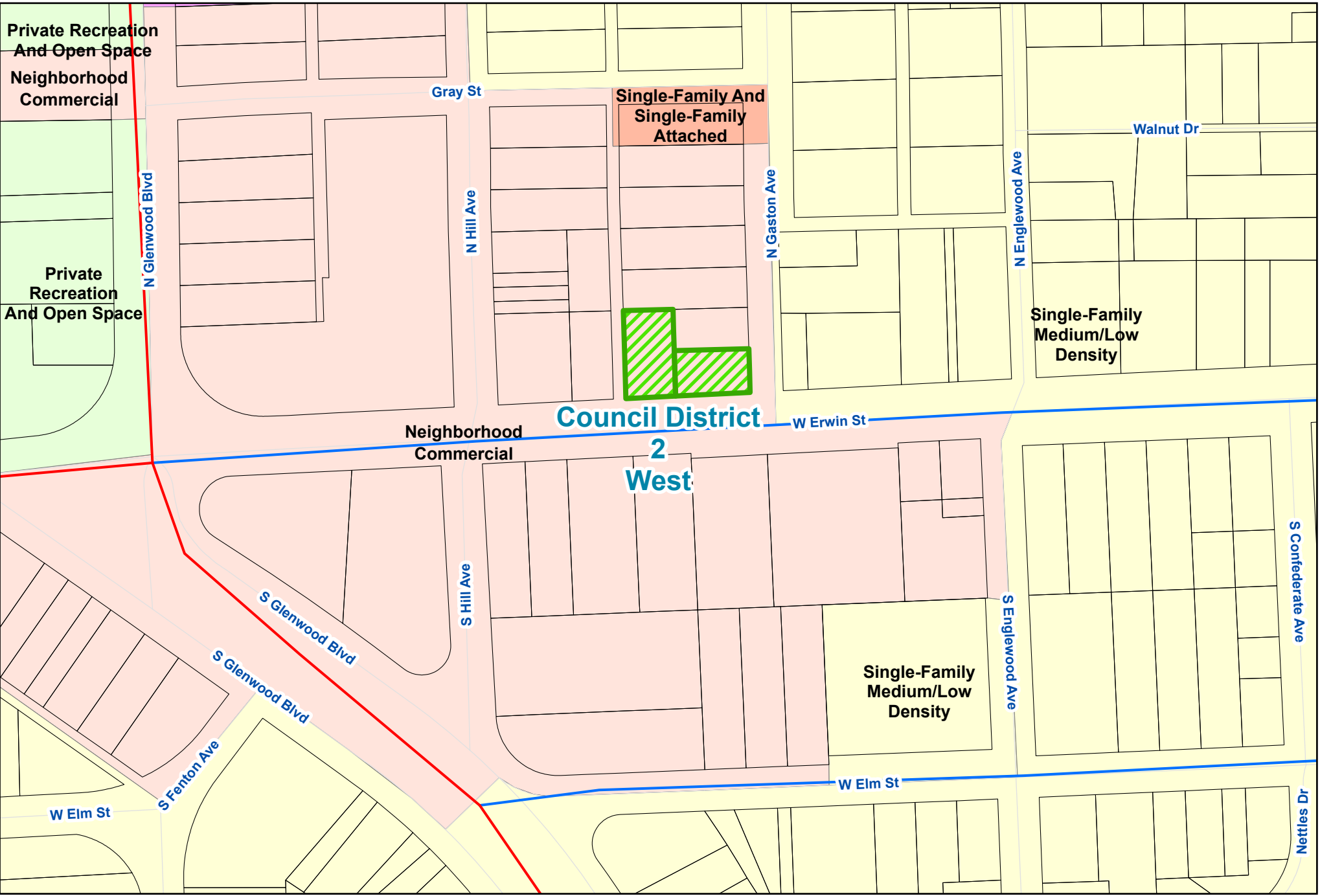
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1 inch equals 150 feet

ZONING CASE
Zoning Case #: Z24-026
Current Zoning: M-1
Proposed Zoning: PMXD-1
CARLA OCAMPO



Subject Property



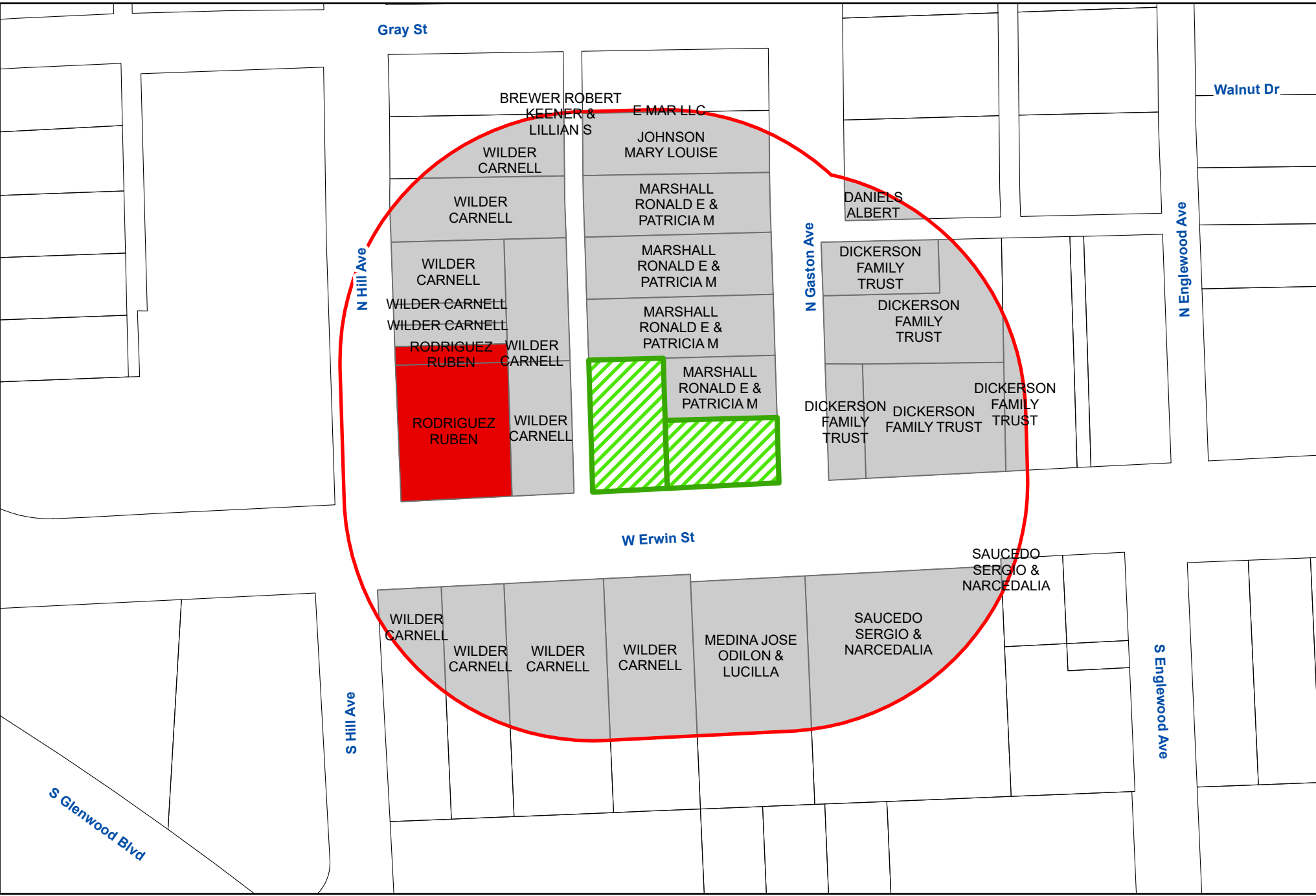
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1 inch equals 150 feet

ZONING CASE
Zoning Case #: Z24-026
Current Zoning: M-1
Proposed Zoning: PMXD-1
CARLA OCAMPO



Subject Property



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1 inch equals 100 feet

ZONING CASE
 Zoning Case #: Z24-026
 Current Zoning: M-1
 Proposed Zoning: PMXD-1
 CARLA OCAMPO

-  Subject Property
-  200' Mailed Notification Area
-  Protest Lots



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. Z-3

Date: August 28, 2024

Subject: S24-006 TOWNSQUARE MEDIA TYLER LLC (3810 BROOKSIDE DRIVE) Request that the City Council consider adoption of an Ordinance approving the Special Use Permit to allow for a radio tower up to 150 feet in height in the previous location of a radio tower or elsewhere on the property.

Item Reference:

The applicant is requesting the Special Use Permit (SUP) amendment to allow for a radio tower up to 150 feet in height in the previous location of a radio tower or elsewhere on the property. for an indefinite period of time on Lot 39A of NCB 1297, one lot totaling approximately 0.87 acres of land located at the northeast intersection of Shelley Park Plaza and Brookside Drive (3810 Brookside Drive). The property is zoned "PCD", Planned Commercial District.

According to the Unified Development Code (UDC), "Special Use Permits" set standards, conditions, and procedures whereby special uses may be approved by City Council. A use is considered special by this development code when there is potential for it to have an adverse impact on nearby property and because the actions needed to minimize or eliminate the adverse impacts vary from site to site. No special use permit may be issued unless the governing body determines the proposed building or use will not (a) substantially increase traffic hazards or congestion; (b) substantially increase fire hazards; (c) adversely affect the character of the neighborhood; (d) adversely affect the general welfare of the community; or (e) overtax public utilities. Approved special uses are subject to compliance with all other applicable provisions within the UDC, such as parking, landscaping, and setbacks.

All conditions required for an SUP must be met before any part of the use can be occupied. Violation of any term, condition, requirement, or duration of a SUP approved is unlawful and will constitute a violation subject to the penalties set forth in the UDC. In addition, the SUP may be revoked or suspended by the city council due to such violation, following public hearings by both the Planning and Zoning Commission and the City Council.

All adjacent properties are zoned "RPO," Restricted Professional Office District, and are developed with office uses.

This property is developed with the KNUE radio studio. During the windstorms of June 2024, the existing 80-foot-tall broadcast tower collapsed. Due to drainage and other limiting factors, the applicant requests to locate the replacement tower on site in a different location and for the new tower to have a

maximum height of 150 feet. The applicant notes that this tower transmits audio from the studios to the transmitter site. KNUE-FM is classified by the FCC and the Texas State Emergency Plan as a Local Primary 1st, meaning that when emergency alerts are issued for weather, national security issues, and other disasters, all of the other broadcasters in the area are to monitor KNUE-FM for these alerts. The applicant has not demonstrated to Staff why the proposed height is necessary over what was originally on the property.

In 1998, the applicant sought a similar request but was denied due to concerns about attracting lightning strikes to the area. The tower will be required to be built in accordance with local building codes and any other applicable standards by the FCC and FAA.

On July 2, 2024, the Planning and Zoning Commission held a public meeting for this request. The applicant at this time proposed a 150 foot tall tower located at the southwest corner of the building. Many of the neighbors attended the meeting to speak in opposition. Their concerns were generally related to the safety of their buildings and equipment should the tower fall or be struck by lightning and disrupt the sensitive electronic equipment. The neighbors were also generally against the aesthetics of the tower being so much taller than what was originally there and so much closer to the main entry road for that commercial development. The applicant was present and spoke to many of the concerns of the neighbors and the Commission. The Planning and Zoning Commission voted to table the item so that the applicant could propose alternative locations and heights that still meet their minimum needs.

On August 6, 2024 the Planning and Zoning Commission held an additional public meeting for this request. Many neighbors from the original meeting were present and reiterated their concerns. The applicant provided a demonstration of three potential locations. After significant deliberation, the Planning and Zoning Commission voted to approve the request for the Special Use Permit, limiting the height of the tower to 80 feet and restricting the location to the southeast corner of the property, where it would be further from the main entry road and the other businesses.

As of Friday, August 23, 2024, of the 22 notices mailed, no notices were returned in favor of the request, and seven were returned in opposition to the request for a total protest calculation of 22.41 percent. The opposition cited concerns about their buildings' safety and the tower's aesthetic. The previous tower location was closer to the respondents' properties, and their properties will not be located within the "fall zone" of the new tower. As the written protest exceeds 20 percent, a favorable vote by a 3/4 majority of the City Council will be required to approve this request.

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

RECOMMENDATION:

The Planning and Zoning Commission by a 5-0 vote recommends approval of the Special Use Permit to allow for a radio tower up to 80 feet in height for an indefinite period of time.

Attachments:

[Ordinance](#)

[Location Map](#)

[Future Land Use Guide Map](#)

[Protest 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; APPROVING A SPECIAL USE PERMIT TO ALLOW FOR A RADIO TOWER UP TO 80 FEET IN HEIGHT FOR AN INDEFINITE PERIOD OF TIME ON LOT 39A OF NCB 1297, ONE LOT TOTALING APPROXIMATELY 0.87 ACRES OF LAND LOCATED AT THE NORTHEAST INTERSECTION OF SHELLEY PARK PLAZA AND BROOKSIDE DRIVE (3810 BROOKSIDE DRIVE); PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; 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 special use 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 special use is hereby approved as follows:

I. APPLICATION S24-006

That the following described property, which is currently zoned “PCD”, Planned Commercial District, shall hereafter allow a Special Use Permit for a radio tower up to 80 feet in height for an indefinite period of time, to wit:

On Lot 39A of NCB 1297, one lot totaling approximately 0.87 acres of land located at the northeast intersection of Shelley Park Plaza and Brookside Drive (3810 Brookside Drive).

PART 2: The Special Use Permit is for a radio tower up to 80 feet in height, located near the southeast corner of the existing building.

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 August 30th, 2024.

PASSED AND APPROVED this the 28th day of August, A.D., 2024.

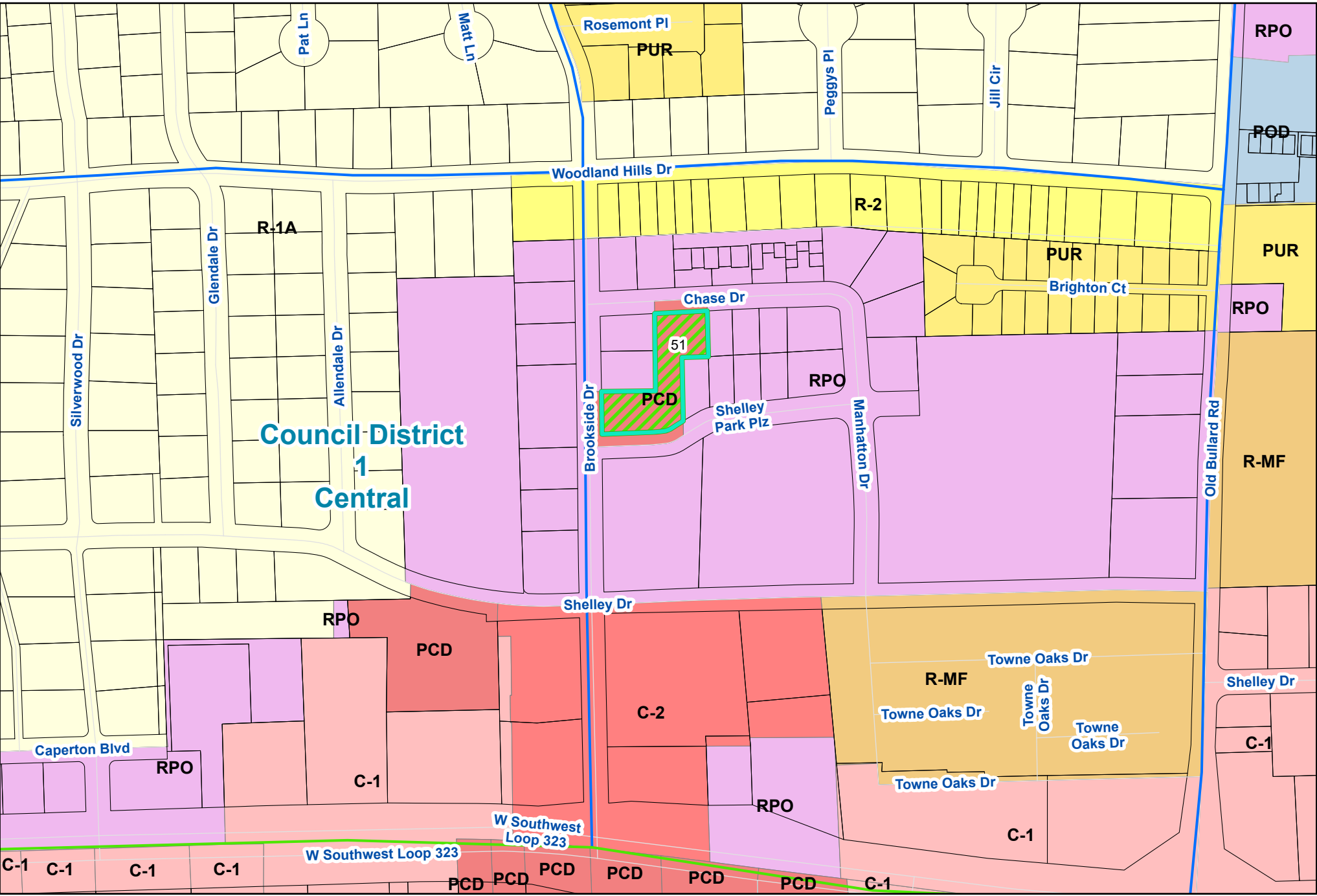
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

APPROVED:

CASSANDRA BRAGER, CITY CLERK

DEBORAH G. PULLUM,
CITY ATTORNEY



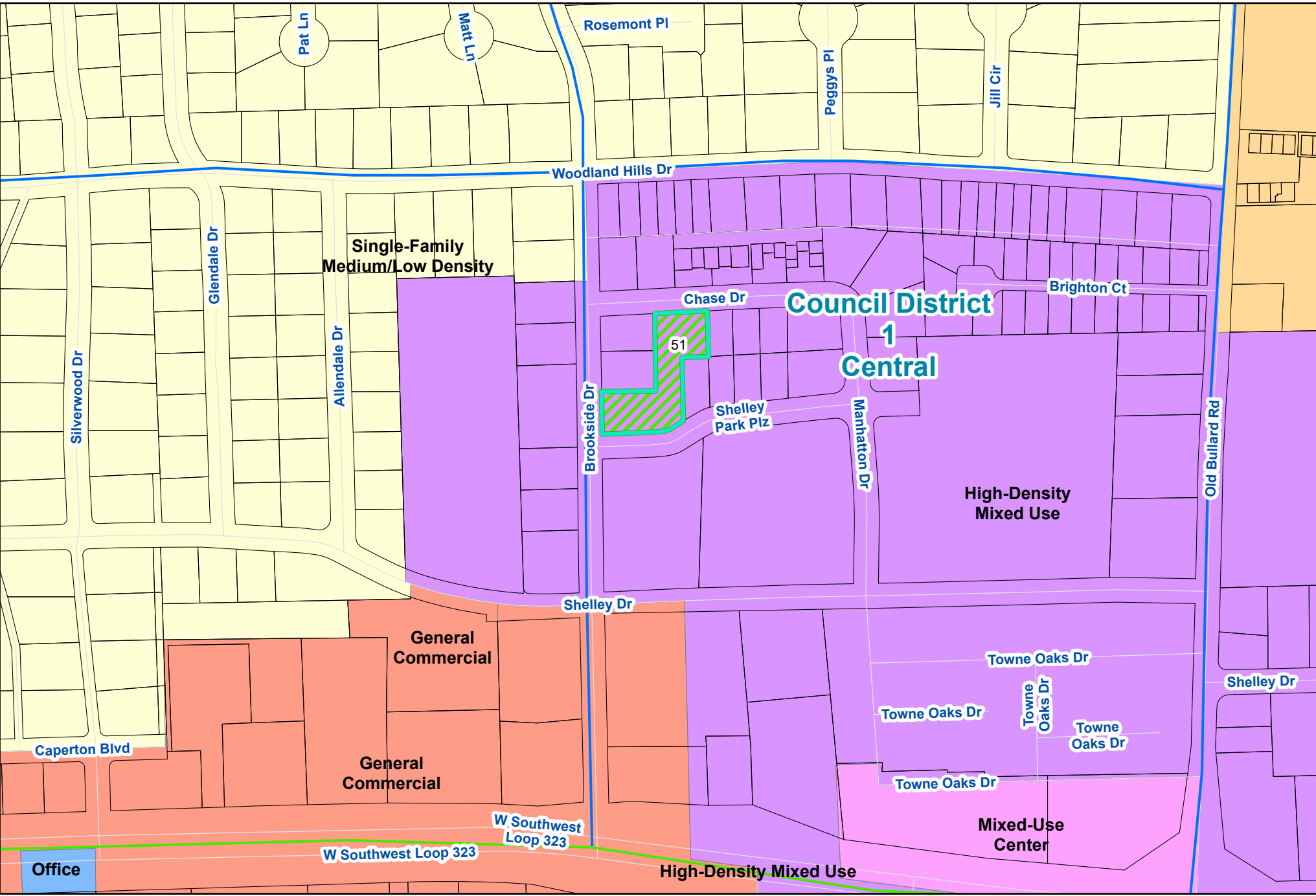
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1 inch equals 300 feet

ZONING CASE
Zoning Case #: S24-006
Current Zoning: PCD
Proposed Use: 150' RADIO TOWER
TOWNSQUARE MEDIA TYLER LLC



Subject Property



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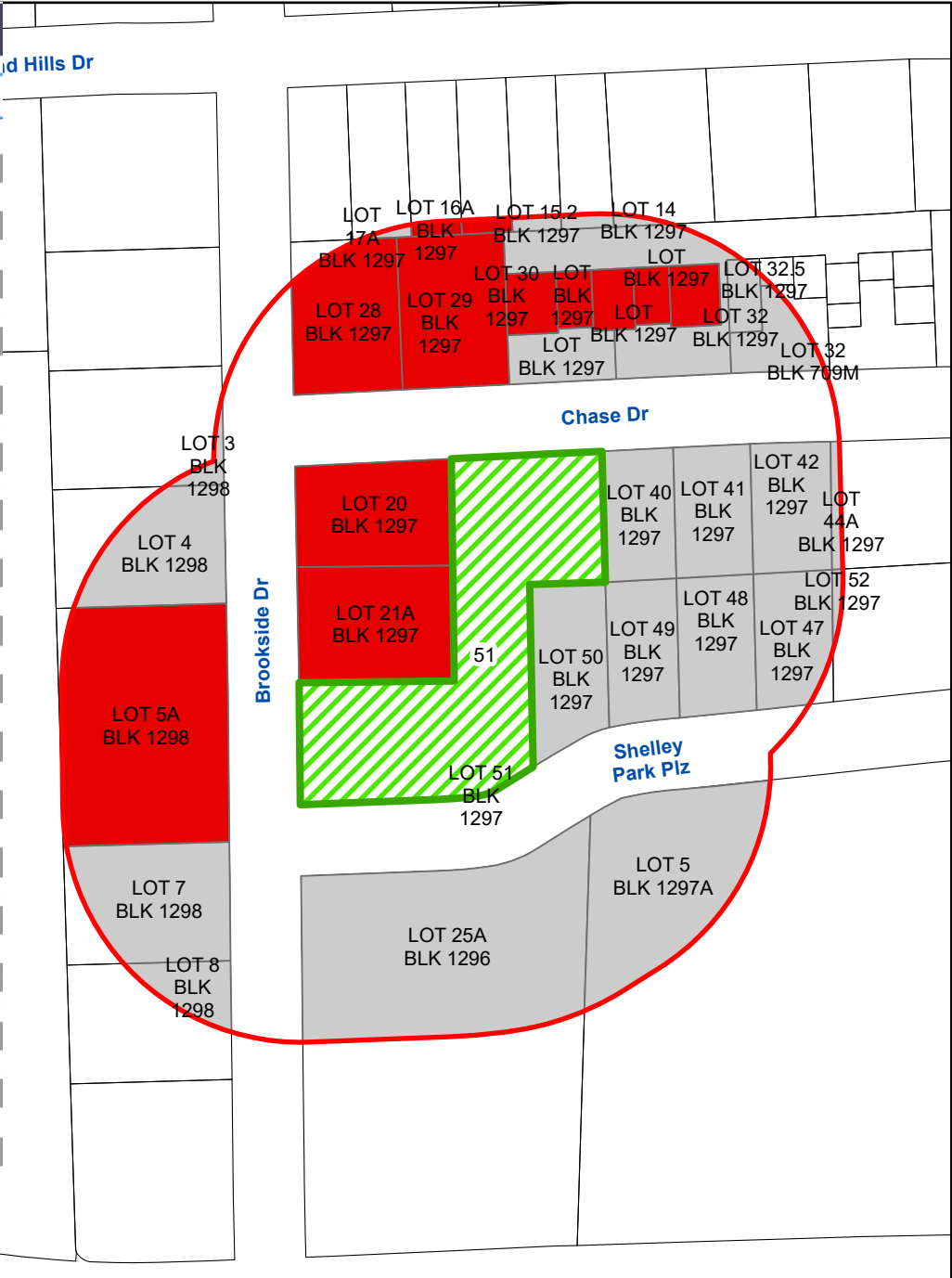
ZONING CASE
 Zoning Case #: S24-006
 Current Zoning: PCD
 Proposed Use: 150' RADIO TOWER
 TOWNSQUARE MEDIA TYLER LLC



Subject Property

Notification List

BLOCK	LOT	OWNER
1297		
1297		
709M	32	
1297	50	AUSTIN KAREN
1297	15	BERRY ELIZABETH LAWRENCE
1297	15.2	BERRY ELIZABETH LAWRENCE
1297		COZAD HOLDINGS LLC
1297		COZAD HOLDINGS LLC
1297		COZAD HOLDINGS LLC
1297	30	COZAD HOLDINGS LLC
1297	29	FEJ HOLDINGS LLC
1297	31	HFNS PROPERTIES LLC
1297	52	HFNS PROPERTIES LLC
1298	4	HFNS PROPERTIES LLC
1298	7	HIBBS FINANCIAL CENTER LTD
1298	8	HIBBS FINANCIAL CENTER LTD
1297	28	HYGD INVESTMENTS LLC
1298	3	INS PROPERTIES LLC
1297	17A	JOHNSON ROBERT T & SANDRA M
1297	44A	MOTHER FRANCES HOSPITAL
1297	40	NCTW LLC
1297	41	NCTW LLC
1297	42	NCTW LLC
1297	47	NCTW LLC
1297	48	NCTW LLC
1297	49	NCTW LLC
1297	16	PARKER EMPIRE LLC
1297	16A	PARKER EMPIRE LLC
1297	20	PHILLEY INVESTMENTS LLC
1297	32.5	PLKAG LLC
1297A	5	SHELLEY PARK LLC
1297	32	SPINKS BRENT J
1297	21A	STANSBURY DENNIS E & KAREN C
1298	5A	TEMPLE RE HOLDINGS LLC
1297	14	TISSIER RONALD M
1297	51	TOWNSQUARE MEDIA TYLER LLC
1296	25A	TYLER REGIONAL HOSPITAL LLC



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1 inch equals 150 feet

ZONING CASE

Zoning Case #: S24-006

Current Zoning: PCD

Proposed Use: 150' RADIO TOWER
TOWNSQUARE MEDIA TYLER LLC



Subject Property



200' Mailed Notification Area



Protest Lots



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. H-1

Date: August 28, 2024

Subject: Request that the City Council consider conducting a public hearing on the proposed Fiscal Year 2024-2025 Annual Budget and on the proposed property tax rate of \$0.240085 per \$100 of taxable property value.

Item Reference: **City of Tyler, Texas Charter requirements and the State of Texas Statutes concerning budgeting and "Truth-In Taxation" for municipalities.**

I. Budget Hearing

The Fiscal Year 2024-2025 Budget was presented to City Council on August 14, 2024. During this meeting, the City Council set August 28, 2024, and September 11, 2024, as the dates for the mandated public hearing on the proposed budget and the public hearing on the proposed property tax rate.

The combined statement of proposed revenues and expenditures for all funds for Fiscal Year 2024-2025 is included in the attachments to this communication.

II. Tax Rate Hearing

Based on current information received from the Smith County Tax Assessor-Collector Office, in order to have a balanced budget, a tax rate of \$0.240085 per \$100 valuation is required. The proposed property tax rate is \$0.240085, the no-new-revenue tax rate is \$0.231319, and the voter-approval tax rate is \$0.240085 as calculated by the Smith County Tax Assessor-Collector's Office.

RECOMMENDATION:

It is recommended that the City Council consider conducting a public hearing for August 28, 2024, and September 11, 2024, on the proposed Fiscal Year 2024-2025 Annual Budget and on the proposed property tax rate of \$0.240085 per \$100 of taxable property value and take action to adopt the proposed tax rate and Fiscal Year 2024-2025 Annual Budget on September 11, 2024, at 9:00 a.m. at the City Council's regularly scheduled meeting located at City Hall on 212 North Bonner Avenue.

Attachments:
[2024-2025 Combined Budget Financial Statement](#)

Drafted/Recommended By:

Department Leader

Keidric Trimble, Chief Financial Officer

Edited/Submitted By:

City Manager

City of Tyler

Proposed Fiscal Year 2024-2025 Budget

Financial Snap Shot

Year to Year Comparison	2023-24	2024-25	\$ Change	% Change
Adjusted Taxable Value	12,191,634,699	13,410,271,543	1,218,636,844	10.00%
Net Taxable Value	10,228,439,772	11,143,560,219	915,120,447	8.95%
Taxable value of all new properties	210,630,396	236,316,968	25,686,572	12.20%
Taxable value of average home	233,647	255,899	22,252	9.52%
Tax Rate	0.247920	0.240085	(0.007835)	-3.16%
General Fund Budget - Including Transfers	94,166,440	95,768,873	1,602,433	1.70%
Change in Property Tax Revenues	28,627,946	30,359,143	1,731,197	6.05%
Increase in tax revenues due to new properties		567,362		

Tax Rate Information			
Current Tax Rate	\$	0.247920	per \$100 valuation
No-new-revenue Tax Rate	\$	0.231319	per \$100 valuation
Voter-approval Tax Rate	\$	0.240085	per \$100 valuation
Proposed Tax Rate	\$	0.240085	per \$100 valuation

Tax Impact	2023-24	2024-25	\$ Change	% Change
Tax Rate	0.247920	0.240085	(0.007835)	-3.16%
Average Home	579.26	614.38	35.12	6.06%
\$100,000 Home*	247.92	240.09	(7.83)	-3.16%
\$200,000 Home*	495.84	480.17	(15.67)	-3.16%
\$300,000 Home*	743.76	720.26	(23.51)	-3.16%
\$400,000 Home*	991.68	960.34	(31.34)	-3.16%
\$500,000 Home*	1,239.60	1,200.43	(39.18)	-3.16%

*Assumes home value did not change from year to year.

This budget will raise more total property taxes than last year's budget by \$1,731,197 or 6.05%, and of that \$567,362 is revenue to be raised from new property added to the tax roll this year.

**ESTIMATED AD VALOREM TAX COLLECTION & ADOPTED DISTRIBUTION
FISCAL YEAR 2024-2025**

Assessed Valuation for 2024	12,191,634,699
Gain (Loss) in Value (includes over 65 & disable)	1,218,636,844
Less Over 65 Values	(2,198,971,146)
Less Disabled Values	(67,740,178)
Net Taxable Value	11,143,560,219
Tax Rate Per \$100 Valuation	0.240085
Revenue from Net Taxable Value	\$ 26,754,017
Plus Over 65 levy	3,648,275
Plus Disabled Levy	109,410
Total Levy	\$ 30,511,702
Estimated Collections	99.500%
TOTAL FUNDS AVAILABLE	\$ 30,359,143

SCHEDULE OF TAX LEVY AND COLLECTION RATE

TAX YEAR	TOTAL ASSESSED VALUATION	TAX RATE	TAX LEVY	TAX COLLECTIONS	% COLLECTIONS TO LEVY
2005	5,088,514,168	0.238375	12,092,796	11,909,913	98.488%
2006	5,569,801,329	0.223657	12,457,251	12,228,626	98.165%
2007	6,143,037,626	0.199000	12,224,645	12,015,970	98.293%
2008	6,574,872,417	0.204000	13,412,740	13,181,061	98.273%
2009	6,700,382,716	0.204000	13,668,781	13,434,088	98.283%
2010	6,667,500,469	0.208865	13,926,075	13,686,546	98.280%
2011	6,730,580,806	0.208865	14,057,828	13,853,146	98.544%
2012	6,844,942,994	0.207708	14,217,494	14,010,487	98.544%
2013*	7,012,396,334	0.220000	15,249,367	15,027,336	98.544%
2014*	7,191,673,279	0.220000	15,672,125	15,515,404	99.000%
2015*	7,519,723,382	0.220000	16,342,661	16,179,234	99.000%
2016*	7,807,290,136	0.230000	17,586,620	17,410,754	99.000%
2017*	8,117,880,826	0.240000	18,942,816	18,696,559	98.700%
2018*	8,675,367,458	0.244452	20,639,743	20,536,545	99.500%
2019*	9,064,015,823	0.259900	22,690,051	22,576,601	99.500%
2020*	9,397,648,602	0.259000	23,354,636	23,237,863	99.500%
2021*	9,770,807,914	0.269900	25,115,312	24,989,735	99.500%
2022*	10,948,828,831	0.261850	27,164,224	27,028,403	99.500%
2023*	12,191,671,766	0.247920	28,771,805	28,627,946	99.500%
2024*	13,769,691,388	0.240085	30,511,702	30,359,143	99.500%

DISTRIBUTION OF CURRENT TAXES

FUND	ADOPTED TAX RATE 2023-2024	PROPOSED TAX RATE 2024-2025	AMOUNT 2024-2025	PERCENT
General Fund	\$0.247920	\$0.240105	\$30,108,410	99.17%
TIF/TIRZ #3	\$0.247920	\$0.240105	\$66,466	0.22%
TIF/TIRZ #8	\$0.247920	\$0.240105	\$184,267	0.61%
TOTAL	\$0.247920	\$0.240105	\$30,359,143	100.00%

Combined Statement of Revenue and Expenditures

All Funds

Fiscal Year 2024-2025

Fund	Opening Balance	Revenues	Expenditures	Transfers In / (Transfers Out)	Closing Balance
101 General	16,045,055	95,768,873	91,840,050	(3,928,823)	16,045,055
102 General Capital Projects	1,685,828	58,000	1,691,768	-	52,060
103 Street Improvements	662,961	65,000	2,528,590	2,228,712	428,083
202 Development Services	2,946,545	2,431,484	3,156,377	-	2,221,652
204 Cemeteries Operating	102,988	135,369	532,887	390,000	95,470
205 Police Forfeitures	257,507	53,000	187,000	-	123,507
206 Park Improvement Fund	154,475	799,504	777,500	-	176,479
207 Court Special Fees	276,398	494,800	335,283	-	435,915
208 Economic Development Fund	535,548	15,000	208,750	275,000	616,798
211 Hotel Occupancy Tax	214,554	4,939,809	1,097,500	(3,596,002)	460,861
217 TIF/TIRZ # 4	570,821	616,503	5,000	-	1,182,324
218 TIF/TIRZ # 3	1,140,444	251,772	10,000	-	1,382,216
219 Tourism and Convention	21,799	1,070,900	3,994,244	2,957,002	55,457
234 Passenger Facility	628,785	184,000	-	(72,000)	740,785
235 Rainy Day Fund	8,249,609	280,000	100,000	-	8,429,609
236 PEG Fee	1,529,537	214,440	405,895	-	1,338,082
274 Homeownership and Housing	460	12	-	-	472
276 Housing Assistance	287,280	11,034,021	11,005,684	-	315,617
285 MPO	-	552,701	533,012	-	19,689
286 Transit System	60,843	5,243,613	6,037,878	853,806	120,384
294 Community Development Grant	634,459	761,440	625,418	-	770,481
295 Home Grant	906,193	1,076,168	1,156,228	-	826,133
302 HOT Debt Service Fund	3,763	-	594,000	594,000	3,763
502 Utilities Operations	19,660,083	67,935,894	46,011,471	(22,094,856)	19,489,650
503 Utilities Construction	1,089,452	200,000	14,851,368	14,483,136	921,220
504 Utilities Debt Service	2,376,648	8,855,841	14,165,617	6,686,068	3,752,941
505 Utilities Debt Reserve	10,739	18,000	-	-	28,739
524 Airport	1,476,359	1,908,660	1,938,104	(15,000)	1,431,915
560 Solid Waste	1,276,137	19,335,203	16,576,972	(1,175,653)	2,858,715
562 Solid Waste Capital	311,796	5,000	1,005,000	825,000	136,796
575 Storm Water	1,210,762	3,746,611	4,220,326	-	737,047
639 Productivity	2,126,414	55,000	1,045,019	550,000	1,686,395
640 Fleet Maintenance/Replacement	3,074,241	15,853,197	15,030,969	(100,000)	3,796,469
650 Property and Liability	3,070,094	3,476,400	4,050,852	1,880	2,497,522
661 Active Employees Benefits	3,164,551	17,138,772	17,042,306	-	3,261,017
663 Facilities Maintenance	1,518,763	716,113	929,655	227,611	1,532,832
671 Technology	2,279,275	6,701,448	9,837,542	1,207,000	350,181
713 Cemeteries Trust	3,376,750	174,600	-	(65,000)	3,486,350
761 Retired Employees Benefits	78,205	3,225,531	3,218,429	-	85,307

General Fund (101)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals		Amended Budget		Projected		Budget
	2022-2023		2023-2024		2023-2024		2024-2025
Unreserved Fund Balance	\$	6,077,310	\$	5,300,880	\$	5,300,880	\$ 2,926,889
Operating Reserve		11,373,515		12,278,114		12,278,114	13,118,166
Beginning Fund Balance / Working Capital		17,450,825		17,578,994		17,578,994	16,045,055
Revenues							
Property Taxes		27,025,622		28,534,768		28,660,582	30,528,410
Franchises		11,239,370		11,461,879		11,571,649	12,211,595
Sales & Use Taxes		41,695,340		42,185,725		40,921,997	41,566,339
Licenses & Permits		457,240		493,739		419,261	358,724
Fines & Penalties		3,995,667		4,153,000		4,262,797	4,306,200
Use of Money & Property		1,670,124		1,281,985		1,506,136	1,862,196
Current Services		2,602,577		2,974,013		2,985,356	3,288,779
Other Agencies		847,135		1,114,808		1,062,188	920,454
Miscellaneous		692,059		736,276		562,529	726,176
Total Revenues		90,225,134		92,936,193		91,952,495	95,768,873
Expenditures							
General Government		8,524,311		8,863,153		8,548,206	8,743,951
Police		33,117,313		36,151,874		35,426,442	37,491,498
Police Grants		538,080		468,382		328,433	385,229
Fire		23,054,346		24,619,100		24,696,158	25,333,651
Fire Grants		50,376		483,928		492,839	510,173
Public Services		7,952,642		9,212,818		8,699,784	9,340,833
Parks and Recreation		4,472,909		5,123,889		4,995,362	5,252,204
Library		1,979,188		2,182,041		1,973,392	2,186,883
Municipal Court		2,164,927		2,419,262		2,293,826	2,595,628
Total Expenditures		81,854,092		89,524,447		87,454,442	91,840,050
Transfer In		-		-		-	-
Fair Plaza Fund (240)		-		-		-	-
(Transfer Out)		(8,242,873)		(4,641,993)		(6,031,992)	(3,928,823)
General Capital Projects (102)		(570,000)		(70,000)		(1,250,000)	(70,000)
Quality Street Commitment Fund (103)		(1,829,862)		(2,045,688)		(2,045,688)	(2,228,712)
Cemetery (204)		(300,000)		(325,000)		(325,000)	(325,000)
Fair Plaza Fund (240)		-		-		-	-
Transit (286)		(891,706)		(900,000)		(1,110,000)	(853,806)
Property Facility (663)		(101,305)		(101,305)		(101,304)	(101,305)
Productivity Fund (639)		(250,000)		(250,000)		(250,000)	-
Fleet Fund (640)		-		(500,000)		(500,000)	-
Technology Admin (671)		(1,300,000)		(450,000)		(450,000)	(350,000)
Rainy Day Fund (235)		(3,000,000)		-		-	-
Unreserved Fund Balance		5,300,880		2,920,080		2,926,889	2,269,048
Operating Reserve		12,278,114		13,428,667		13,118,166	13,776,008
Ending Fund Balance / Working Capital	\$	17,578,994	\$	16,348,747	\$	16,045,055	\$ 16,045,055

General Fund (101)
Statement of Revenues
Fiscal Year 2024-2025

	Actuals		Amended		Projected		Budget
	2022-2023		2023-2024		2023-2024		2024-2025
Property Taxes							
Current	\$	26,604,078	\$	28,204,129	\$	28,223,296	\$ 30,108,410
Delinquent		187,175		144,485		187,511	185,000
Penalty and Interest		234,369		186,154		249,775	235,000
Total Property Taxes		27,025,622		28,534,768		28,660,582	30,528,410
Franchises							
Power and Light		4,561,463		4,624,264		4,711,304	4,624,221
Natural Gas		1,015,074		1,047,933		1,066,795	1,045,704
Telephone		524,510		530,371		492,897	525,000
Cable Television		1,014,256		1,056,760		982,442	1,001,517
Commercial Waste Hauler		1,166,519		1,161,374		1,178,873	1,214,239
Water and Sewer Franchise		2,957,548		3,041,177		3,139,338	3,800,914
Total Franchises		11,239,370		11,461,879		11,571,649	12,211,595
Sales and Use Taxes							
Sales Taxes		40,995,889		41,497,196		40,296,677	40,901,127
Mixed Drink Taxes		664,824		648,529		590,465	627,212
Bingo Taxes		34,627		40,000		34,855	38,000
Total Sales and Use Taxes		41,695,340		42,185,725		40,921,997	41,566,339
Licenses and Permits							
Parking Meters		125,724		145,739		94,312	25,724
Wrecker Permits		3,850		4,250		4,096	4,250
Burglar Alarms		327,666		340,000		320,853	325,000
ROW Permits		-		3,750		-	3,750
Total Licenses and Permits		457,240		493,739		419,261	358,724
Fines & Penalties							
Moving Violations		2,063,492		2,060,000		2,194,024	2,216,000
Tax Fees		135,436		148,000		142,809	140,000
Arrest Fees		105,733		105,000		105,891	107,000
Administrative Fees		78,633		91,000		88,443	80,000
Warrant Fees		241,061		215,000		314,491	317,000
Child Safety		128,361		129,000		127,715	134,000
Teen Court Fines		20		-		20	-
Miscellaneous Court		54,423		50,000		58,827	60,000
Time Payment Fees		-		-		-	-
Special Court Fees		851,504		975,000		830,472	851,000
Collection Firm Fees		261,734		280,000		319,138	322,000
Court Fee - Clearing		2,354		-		1,255	-
Omnibase Program		23,025		27,000		35,626	36,000
Parking Fines		34,184		52,000		32,337	32,000
Scofflaw		6,082		12,000		3,765	2,200
Animal Fines		9,625		9,000		7,984	9,000
Total Fines and Penalties		3,995,667		4,153,000		4,262,797	4,306,200
Use of Money and Property							
Glass Center Rental		27,237		35,000		29,321	35,000
Senior Citizen Rental		3,360		5,000		3,680	5,000
Miscellaneous Rent		38,388		38,825		49,429	46,600
Ballfield Concessions		136		2,500		-	2,500
Glass Rec Concessions		934		1,500		958	1,500
Fair Plaza Non-Tenant Parking		12,094		11,160		-	14,400
Interest Earnings		1,587,975		1,188,000		1,422,748	1,757,196
Total Use of Money and Property		1,670,124		1,281,985		1,506,136	1,862,196

General Fund (101)
Statement of Revenues
Fiscal Year 2024-2025

	Actuals 2022-2023	Amended Budget 2023-2024	Projected 2023-2024	Budget 2024-2025
Current Services				
Swimming Pool	21,746	20,000	25,550	25,000
Fire Inspection	25,104	109,000	150,871	150,000
Lot Mowing	47,582	61,138	-	61,138
Glass Membership	69,503	65,000	67,978	75,000
Copying Fees	17,330	15,000	15,280	15,000
Utility Cuts	132,000	132,000	132,000	132,000
Library Non Resident Fees	23,722	22,222	22,707	22,222
Library Lost Books	3,627	2,400	3,749	2,400
Library Fines	17,855	32,200	15,524	32,200
Non Resident Internet Use	1,651	4,000	1,668	4,000
Open Records	24,201	24,700	29,401	25,000
Overhead Reimbursement - Fund 219	47,566	48,993	48,992	48,993
1/2 Cent Administration Costs	183,750	343,263	343,264	524,702
Overhead Reimbursement - Fund 502	1,399,273	1,441,250	1,441,248	1,470,075
Overhead Reimbursement - Fund 560	129,542	266,857	266,856	272,194
Softball Fees	2,520	2,240	3,835	6,000
Basketball Fees	-	6,300	-	7,905
Volleyball Fees	-	4,800	-	4,800
Tournament Fees	-	-	-	-
Other Sports Fees	5,655	5,500	-	5,500
Field Maintenance	78,481	114,150	121,151	116,650
Recreation Classes/Events	58,813	50,000	71,664	60,000
Animal Adoption Fees	16,535	30,000	17,230	30,000
Animal Shelter Fees	13,678	18,000	3,650	18,000
Fire Cost Recovery Fees	282,443	155,000	202,738	180,000
Total Current Services	2,602,577	2,974,013	2,985,356	3,288,779
Other Agencies				
State Government	7,512	21,000	45,681	26,000
Income from Restitution	305	-	292	250
Auto Theft Task Force	125,818	126,000	147,487	145,000
School Crossing Guards	277,803	281,334	235,000	-
Comprehensive Traffic	58,777	47,500	51,356	74,755
County Haz-Mat Service	6,250	6,000	5,000	6,000
SHSP PD Grant	-	44,685	-	23,591
Fire TCLEOSE Allocation	-	1,000	-	1,000
State JAG Allocation	27,500	47,117	47,117	26,455
COPS Grant	81,440	18,828	-	-
Federal JAG Allocation	33,765	37,416	37,416	34,000
BJA Cares Grant	-	-	-	-
Police Safety OOG	94,725	-	-	99,475
AFG Grant	82,864	-	-	-
SAFER Grant	50,376	483,928	492,839	483,928
Coronavirus Relief Funds	-	-	-	-
Total Other Agencies	847,135	1,114,808	1,062,188	920,454
Miscellaneous				
Miscellaneous	254,383	203,276	183,659	203,276
Unclaimed Property Revenue	17,168	20,000	12,516	12,500
Return Checks	425	-	100	-
Sale of Equipment	14	500	-	400
Junk Vehicle Revenue	1,615	-	-	-
Methane Gas Sales	407,154	500,000	358,786	500,000
Funeral Escorts	11,300	12,500	7,468	10,000
Total Miscellaneous	692,059	736,276	562,529	726,176
Total General Fund Revenues	\$ 90,225,134	\$ 92,936,193	\$ 91,952,495	\$ 95,768,873

General Fund (101)
Statement of Expenditures
Fiscal Year 2024-2025

	Actuals		Amended		Projected	
	2022-2023		Budget		2023-2024	
			2023-2024		Budget	
					2024-2025	
General Government						
General Government	\$	897,095	\$	1,034,506	\$	1,016,795
Outside Agencies		362,943		282,943		282,943
GF Non-Dept Exp		3,039,493		2,928,935		2,840,303
Innovation and Economic Development		8,758		9,994		9,994
Finance		1,686,562		1,877,843		1,796,584
Legal		1,338,656		1,400,525		1,315,309
Communications		596,581		649,848		612,316
Human Resources		594,223		678,559		673,962
Total General Government		8,524,311		8,863,153		8,548,206
Public Safety						
Police Services		33,117,313		36,151,874		35,426,442
State JAG		27,501		47,117		47,117
Police OOG		94,725		-		-
Federal JAG		33,765		37,416		37,416
COPS Grant		211,470		197,533		-
Auto Theft Task Force		163,107		166,316		225,729
L.E. Education Grant		7,512		20,000		18,171
Fire Services		23,054,346		24,619,100		24,696,158
Fire SAFER Grant		50,376		483,928		492,839
Total Public Safety		56,760,115		61,723,284		60,943,872
Public Services						
Engineering Services		769,565		914,929		839,142
Streets		3,189,033		3,686,394		3,477,891
Traffic Operations		2,530,931		3,011,207		2,884,701
Parking Garage		21,663		32,020		-
Animal Services		1,441,450		1,568,268		1,498,050
Total Public Services		7,952,642		9,212,818		8,699,784
Parks & Recreation						
Administration		3,089,319		3,479,918		3,474,903
Indoor Recreation		671,445		796,795		782,092
Outdoor Recreation		289,641		360,213		322,077
Median Maint/Aborist		422,504		486,963		416,290
Total Parks & Recreation		4,472,909		5,123,889		4,995,362
Library						
		1,979,188		2,182,041		1,973,392
Municipal Court						
		2,164,927		2,419,262		2,293,826
Total General Fund Expenditures	\$	81,854,092	\$	89,524,447	\$	87,454,442
					\$	91,840,050

General Capital Fund (102)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2022-2023	Amended Budget 2023-2024	Projected 2023-2024	Budget 2024-2025
Beginning Fund Balance	2,949,966	1,912,352	1,912,352	1,685,828
Revenues				
Interest Earnings	81,513	50,000	59,524	50,000
Miscellaneous Income	22,433	8,000	2,891	8,000
Capital Lease Proceeds	-	-	-	-
Total Revenues	103,946	58,000	62,415	58,000
Expenditures				
Library Bldg. Imprv	-	-	-	-
Parks Improvements Projects	-	47,688	47,000	-
City Building Improvements	922,979	268,905	249,052	200,000
Substandard Structure Program	161,556	238,444	238,444	200,000
Capital Lease Purchase	533,573	523,768	517,768	523,768
PD Equipment & Improvements	-	145,000	65,000	-
Fire Equipment/Facilities	189,947	119,304	79,174	218,000
Downtown	207,000	25,000	23,000	-
Parking Lot Improvements	-	-	-	-
NBS Remodel	-	54,903	54,903	-
Tree Removal/Medians	99,977	250,000	250,000	300,000
Streets Misc Equipment	48,320	14,598	14,598	-
Animal Care Facility Improvements	-	45,000	-	50,000
Contingency	-	297,653	-	200,000
Total Expenditures	2,163,352	2,030,263	1,538,939	1,691,768
Transfer in	1,021,792	70,000	1,250,000	-
General Fund (101)	570,000	70,000	1,250,000	-
Rainy Day Fund (235)	451,792	-	-	-
Water Utilities Fund (502)	-	-	-	-
Ending Fund Balance	1,912,352	10,089	1,685,828	52,060

Quality Street Commitment Fund (103)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2022-2023	Amended Budget 2023-2024	Projected 2023-2024	Budget 2024-2025
Beginning Fund Balance	1,187,884	1,532,413	1,532,413	662,961
Revenues				
Interest Earnings	52,268	18,000	78,832	65,000
Miscellaneous Income	-	-	-	-
Total Revenues	52,268	18,000	78,832	65,000
Expenditures				
Street Improvement Program	1,537,601	1,343,818	1,188,733	1,493,818
Public Alley Improvements	-	410,000	410,000	165,000
Brick Street Improvements	-	1,558,500	1,395,239	869,772
Total Expenditures	1,537,601	3,312,318	2,993,972	2,528,590
Transfer In	1,829,862	2,045,688	2,045,688	2,228,712
General Fund (101)	1,829,862	2,045,688	2,045,688	2,228,712
Ending Fund Balance	1,532,413	283,783	662,961	428,083

Development Services Fund (202)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2022-2023	Amended Budget 2023-2024	Projected 2023-2024	Budget 2024-2025
Beginning Fund Balance	1,898,224	2,416,491	2,416,491	2,946,545
Revenues				
Building Permits	1,623,379	1,799,822	1,998,986	1,506,439
Electrical Permits	269,203	200,000	243,241	230,000
Plumbing Permits	176,717	145,000	144,245	160,000
Zoning Permits	68,168	80,000	79,243	95,000
Mechanical Permits	82,574	90,000	105,722	90,000
Cert. of Occupancy Fees	24,790	30,000	26,104	30,000
Local TABC Fee	24,830	15,000	4,795	20,000
Billboard Registration	17,000	17,595	17,810	15,045
Sign Permits	35,080	50,000	40,197	40,000
Contractor License	48,040	40,000	51,248	50,000
House Moving Permits	-	-	-	-
Permit Fee - Clearing	-	-	-	-
Interest Earnings	152,262	20,000	178,405	50,000
Copying/Printing Fees	47	-	76	-
Platting Fees	71,591	80,000	82,346	85,000
Miscellaneous Income	-	-	-	-
Contractor Testing Fees	191,700	250,000	16,039	-
Historic Preservation	-	-	-	-
Subdivision Plan Review	31,000	60,000	42,000	60,000
CLG Grant	15,638	-	-	-
Total Revenues	2,832,019	2,877,417	3,030,457	2,431,484
Expenditures				
Planning and Zoning	886,171	912,912	943,992	1,554,775
Building Services	1,427,581	1,748,641	1,556,411	1,601,602
Total Expenditures	2,313,752	2,661,553	2,500,403	3,156,377
Transfer Out	-	-	-	-
Productivity Fund (639)	-	-	-	-
Facilities Fund (663)	-	-	-	-
Ending Fund Balance	2,416,491	2,632,355	2,946,545	2,221,652

Water Utilities Fund(502)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

		Actuals		Amended		Projected		Budget
		2022-2023		Budget		2023-2024		2024-2025
Unreserved Fund Balance	\$	12,384,876	\$	13,492,886	\$	13,492,886	\$	13,401,995
Operating Reserve		4,939,829		5,766,559		5,766,559		6,258,088
Beginning Fund Balance / Working Capital		17,324,705		19,259,445		19,259,445		19,660,083
Revenues								
Use of Money and Property		669,792		407,604		666,546		526,734
Charges for Current Services		50,634,226		55,256,380		54,498,191		67,351,360
Miscellaneous Income		58,584		51,491		69,951		57,800
Total Revenues		51,362,602		55,715,475		55,234,688		67,935,894
Expenditures								
741 Administration		5,158,635		6,580,802		5,705,515		7,157,061
742 Water Office		2,686,453		3,006,521		3,430,394		3,092,409
743 Water Distribution		4,739,622		4,862,310		4,733,177		5,235,558
744 Water Plant		8,474,392		10,687,740		8,885,024		10,222,624
745 Waste Collection		3,356,429		3,972,486		3,863,225		4,282,510
746 Waste Treatment		5,443,791		6,047,891		5,944,949		6,219,330
747 Lake Tyler		1,299,495		1,383,705		1,228,784		1,525,658
749 GIS		1,173,752		1,376,946		1,332,036		1,367,712
1741 Purchasing		296,510		328,442		325,085		321,763
1745 CD/CMOM (Regulatory Monitoring)		4,406,481		4,876,599		4,827,112		4,506,336
1746 Sludge Disposal		1,408,167		1,465,237		1,445,287		2,080,510
Total Expenditures		38,443,727		44,588,679		41,720,588		46,011,471
Transfer In		-		-		-		-
(Transfer Out)		(10,984,135)		(13,111,721)		(13,113,462)		(22,094,857)
Economic Development Fund (208)		(175,000)		(175,000)		(175,000)		(175,000)
Utilities Capital Fund (503)		(5,500,000)		(5,500,000)		(5,500,000)		(14,483,136)
Productivity Fund (639)		(250,000)		(250,000)		(250,000)		(250,000)
Property and Facility Fund (663)		(50,653)		(50,653)		(50,652)		(50,653)
Debt Service Fund (504)		(4,558,482)		(6,686,068)		(6,687,810)		(6,686,068)
Technology Fund (671)		(450,000)		(450,000)		(450,000)		(450,000)
General Capital Fund (102)		-		-		-		-
Unreserved Fund Balance		13,492,886		10,586,218		13,401,995		12,587,928
Operating Reserve		5,766,559		6,688,302		6,258,088		6,901,721
Ending Fund Balance / Working Capital	\$	19,259,445	\$	17,274,520	\$	19,660,083	\$	19,489,649

Water Utilities Fund(502)

Statement of Revenues

Fiscal Year 2024-2025

	Actuals		Amended		Projected	
	2022-2023		2023-2024		2023-2024	
Use of Money and Property						
Lake Tyler Lot Rental	\$	65,376	\$	72,604	\$	71,389
Lake Tyler Marina		33,130		14,000		53,884
Barge Concession		19,658		21,000		29,331
Interest Earnings		551,628		300,000		511,942
Total Use of Money and Property		669,792		407,604		666,546
Charges for Current Services						
Meter Activation		435,296		375,000		387,730
Water Service		205,782		200,000		126,435
Sewer Service		166,824		175,000		126,690
Sewer Activation		16,715		16,000		15,171
EMS Billing Fees		7,953		7,953		7,952
Water System Fee		120,372		117,321		120,963
Meter Set & Test Fees		16,750		16,000		21,133
Plug Fee		12,500		5,240		6,000
After Hrs./Additional Trip Fees		42,950		30,000		54,779
Water Quality Fee		146,275		142,800		147,293
Current Water Sales		25,642,072		27,823,547		27,101,347
Miscellaneous Water Sales		12,547		20,000		13,719
Old Account Collection Fees		-		-		-
Reconnect Fees		390,325		362,000		405,800
Overhead Reimbursment from Solid Waste Fund		301,546		347,884		347,884
Sewer Charges		19,742,826		22,598,235		21,595,502
Labor & Equipment		113,215		70,000		186,041
Water Connect Fees		266,000		272,500		254,961
Septic Tank Dumping Fees		862,115		834,482		1,035,455
Wholesale Water Sales		1,383,116		1,100,000		1,781,234
Late Notice Fees		513,675		500,000		522,319
Fire Line Charges		191,928		197,500		194,863
Overhead Reimbursment from Storm Water Fund		43,444		44,918		44,920
Total Charges for Current Services		50,634,226		55,256,380		54,498,191
Miscellaneous						
Miscellaneous Income		23,777		30,191		30,920
Lake Tyler East Registration		2,580		2,800		2,745
Returned Check Fees		32,227		18,500		36,286
Total Miscellaneous		58,584		51,491		69,951
Total Revenues						
	\$	51,362,602	\$	55,715,475	\$	55,234,688
						\$ 67,935,894

Utilities Construction Fund (503)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2022-2023	Amended Budget 2023-2024	Projected 2023-2024	Budget 2024-2025
Beginning Fund Balance	7,285,986	4,332,098	4,332,098	1,089,452
Revenues				
ARPA Funds	237,905	7,574,185	3,620,318	-
Interest Earnings	227,572	72,000	244,630	200,000
Total Revenues	465,477	7,646,185	3,864,948	200,000
Expenditures				
Contingencies	-	-	-	2,000,000
Water Business Office	-	96,252	-	-
Water System Improvements	1,451,009	6,179,372	5,037,883	5,293,200
Water Treatment Plant	1,861,965	5,149,855	4,975,666	6,455,978
Waste System Improvements	263,520	468,168	550,000	550,000
Waste Treatment Plant	5,318,503	5,875,554	2,894,045	552,190
Lake Tyler Improvements	24,368	-	-	-
Total Expenditures	8,919,365	17,769,201	13,457,594	14,851,368
Transfer In	5,500,000	6,350,000	6,350,000	14,483,136
Water Utilities Fund (502)	5,500,000	5,500,000	5,500,000	14,483,136
Water Utilities Debt Reserve Fund (505)	-	850,000	850,000	-
Transfer Out	-	-	-	-
Water Utilities Fund (502)	-	-	-	-
Ending Fund Balance	4,332,098	559,082	1,089,452	921,220

Storm Water Fund (575)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2022-2023	Amended Budget 2023-2024	Projected 2023-2024	Budget 2024-2025
Beginning Fund Balance	2,034,489	2,169,040	2,169,040	1,210,762
Revenues				
Interest Earnings	80,056	45,000	78,544	65,000
Storm Water Management	2,674,570	2,412,023	2,417,396	3,681,611
Miscellaneous Income	-	-	-	-
Total Revenues	2,754,626	2,457,023	2,495,940	3,746,611
Expenditures				
Hazardous Material Operations	60,257	121,229	106,516	123,429
Storm Water Operations and Maint.	1,949,403	2,251,150	2,183,537	2,419,997
Storm Water Capital Projects	610,415	1,413,917	1,164,165	1,676,900
Total Expenditures	2,620,075	3,786,296	3,454,218	4,220,326
Transfer Out	-	-	-	-
Productivity Fund (639)	-	-	-	-
Ending Fund Balance	2,169,040	839,767	1,210,762	737,047

Solid Waste Fund(560)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2022-2023	Amended Budget 2023-2024	Projected 2023-2024	Budget 2024-2025
Operating Reserve	2,273,060	2,511,447	2,511,447	2,629,252
Unreserved Fund Balance	171,025	(650,060)	(650,060)	(1,353,115)
Beginning Fund Balance / Working Capital	2,444,085	1,861,387	1,861,387	1,276,137
Revenues				
Interest and Rental Income	41,414	17,859	7,520	5,000
Charges for Residential Serv.	8,895,981	9,678,910	9,632,199	10,162,855
Charges for Commercial Serv.	4,718,573	5,150,250	4,934,644	5,393,886
Recycle Sales	60,210	83,259	66,743	70,000
Roll-Off	1,713,961	1,928,410	1,722,970	2,100,000
Miscellaneous	1,830,798	1,781,734	1,854,671	1,603,462
Total Revenues	17,260,937	18,640,422	18,218,747	19,335,203
Expenditures				
Administration	2,000,958	2,157,470	2,236,209	2,133,526
Residential Collection	8,367,349	8,570,247	8,420,035	7,565,083
Commercial Collection	5,040,464	5,087,275	5,368,678	5,343,390
Keep Tyler Beautiful	202,867	215,043	199,545	219,176
Code Enforcement	1,131,344	1,288,530	1,303,878	1,315,797
Total Expenditures	16,742,982	17,318,565	17,528,345	16,576,972
(Transfer Out)	(1,100,653)	(1,275,653)	(1,275,652)	(1,175,653)
Economic Development Fund (208)	(25,000)	(100,000)	(100,000)	-
SW Capital Fund (562)	(725,000)	(825,000)	(825,000)	(825,000)
Productivity Fund (639)	(50,000)	(50,000)	(50,000)	(50,000)
Property and Facility Fund (663)	(50,653)	(50,653)	(50,652)	(50,653)
Technology Fund (671)	(250,000)	(250,000)	(250,000)	(250,000)
Operating Reserve	2,511,447	2,597,785	2,629,252	2,486,546
Unreserved Fund Balance	(650,060)	(690,194)	(1,353,115)	372,169
Ending Fund Balance / Working Capital	1,861,387	1,907,591	1,276,137	2,858,715

Solid Waste Fund(560)
Statement of Revenues
Fiscal Year 2024-2025

	Actuals		Amended		Projected		Budget	
	2022-2023		2023-2024		2023-2024		2024-2025	
Use of Money and Property								
Rent - Miscellaneous	\$	5,274	\$	3,655	\$	9,233	\$	5,000
Interest Earnings		36,140		14,204		(1,713)		-
Total Use of Money and Property		41,414		17,859		7,520		5,000
Charges for Current Services								
Residential Sanitation Fees		8,895,981		9,678,910		9,632,199		10,162,855
Commercial Fees		4,718,573		5,150,250		4,934,644		5,393,886
Roll-Off Collection Fees		1,713,961		1,928,410		1,722,970		2,100,000
Total Charges for Current Services		15,328,515		16,757,570		16,289,813		17,656,741
Recycle Sales								
Recycle Sales		60,210		83,259		66,743		70,000
Total Recycle Sales		60,210		83,259		66,743		70,000
Miscellaneous Income								
Landfill Royalty Fee		873,253		885,900		1,022,910		950,000
Miscellaneous Income		957,545		895,834		831,761		653,462
Landfill Tipping Fee		-		-		-		-
Total Miscellaneous Income		1,830,798		1,781,734		1,854,671		1,603,462
Total Revenues								
	\$	17,260,937	\$	18,640,422	\$	18,218,747	\$	19,335,203

Solid Waste Capital Fund (562)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2022-2023	Amended Budget 2023-2024	Projected 2023-2024	Budget 2024-2025
Unreserved Fund Balance	120,167	437,444	437,444	311,796
Beginning Fund Balance	120,167	437,444	437,444	311,796
Revenues				
Interest Earnings	7,830	5,000	25,935	5,000
Miscellaneous Income	-	-	-	-
Total Revenues	7,830	5,000	25,935	5,000
Expenditures				
Sanitation Containers	374,221	300,000	295,406	300,000
New Commercial Trucks	1,475	735,000	606,551	655,000
Keep Tyler Beautiful Projects	-	-	-	-
Contingency	39,857	100,000	74,626	50,000
Total Expenditures	415,553	1,135,000	976,583	1,005,000
Transfer In	725,000	825,000	825,000	825,000
Solid Waste Fund (560)	725,000	825,000	825,000	825,000
Unreserved Fund Balance	437,444	132,444	311,796	136,796
Ending Fund Balance	437,444	132,444	311,796	136,796

Airport Operating Fund (524)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2022-2023	Amended Budget 2023-2024	Projected 2023-2024	Budget 2024-2025
Reserve for Construction	\$ 300	\$ 300	\$ 300	\$ 300
Reserve for Customer Facility	450,437	446,009	446,009	455,007
Unreserve Working Capital	581,030	694,148	694,148	1,021,052
Beginning Fund Balance	1,031,767	1,140,457	1,140,457	1,476,359
Revenues				
Use of Money and Property	1,154,321	1,043,295	1,241,190	1,171,216
Current Service Charges	134,837	170,360	147,147	154,600
Customer Facility Service Charges	104,817	100,000	127,207	100,000
Miscellaneous Income	20,402	14,000	31,192	14,472
Other Agencies	498,881	1,118,372	652,674	468,372
Total Revenues	1,913,258	2,446,027	2,199,410	1,908,660
Expenditures				
Airport				
Operations	1,635,743	1,746,087	1,658,299	1,772,424
Capital	22,580	-	-	-
Contingency	-	50,000	-	50,000
Airport Total	1,658,323	1,796,087	1,658,299	1,822,424
Customer Facility				
Wash Bay Maintenance	3,565	14,200	14,127	10,000
Wash Bay Debt Service	105,680	105,680	104,082	105,680
Total Customer Facility	109,245	119,880	118,209	115,680
Total Expenditures	1,767,568	1,915,967	1,776,508	1,938,104
Transfer In	-	72,000	-	72,000
PFC (234)	-	72,000	-	72,000
Transfer Out	(37,000)	(87,000)	(87,000)	(87,000)
Airport Grant Fund (525)	-	(50,000)	(50,000)	(50,000)
Technology Fund (671)	(37,000)	(37,000)	(37,000)	(37,000)
Productivity Fund (639)	-	-	-	-
Reserve for Construction	300	300	300	300
Reserve for Customer Facility	446,009	426,129	455,007	439,327
Unreserve Working Capital	694,148	1,229,088	1,021,052	992,288
Ending Fund Balance	\$ 1,140,457	\$ 1,655,517	\$ 1,476,359	\$ 1,431,915

Airport Operating Fund (524)

Revenue Detail

Fiscal Year 2024-2025

	Actuals 2022-2023	Amended Budget 2023-2024	Projected 2023-2024	Budget 2024-2025
Use of Money and Property				
Airline Facilities Rental	45,000	45,000	45,000	45,000
Airport Long-Term Parking	467,313	385,000	496,121	457,000
Interest Earnings	30,813	4,000	46,302	34,000
Landing Fees	40,133	40,022	41,199	40,022
Restaurant Concessions	11,534	9,500	12,660	9,500
FAA Building Rental	52,442	59,005	62,047	59,005
Car Leasing Rental	322,114	300,000	316,607	301,800
Agricultural Lease	-	1,693	-	1,693
Hangar Land Lease	124,756	151,363	157,332	159,484
HAMM	15,000	15,000	15,000	15,000
Common Use Fees	16,216	15,212	17,734	15,212
Wash Bay Fees	13,834	11,500	16,179	11,500
Non Aviation Land Lease	15,166	6,000	15,009	22,000
Total Use of Money and Property	1,154,321	1,043,295	1,241,190	1,171,216
Current Service Charges				
Airport Fuel Flowage	75,834	75,000	74,182	72,000
Customer Facility Charge	104,817	100,000	127,207	100,000
Advertising Space Fees	59,003	95,360	72,965	82,600
Total Current Service Charges	239,654	270,360	274,354	254,600
Miscellaneous Income				
Miscellaneous Income	17,153	11,000	28,334	11,472
Oil Leases and Royalties	3,249	3,000	2,858	3,000
Total Miscellaneous Income	20,402	14,000	31,192	14,472
Other Agencies				
CARES Act	176,397	1,118,372	652,674	468,372
CRSSA Grant	322,484	-	-	-
CRSSA Concession	-	-	-	-
Total Other Agencies	498,881	1,118,372	652,674	468,372
Total Revenues	1,913,258	2,446,027	2,199,410	1,908,660

Customer Facility Charge Revenue Bonds
SERIES 2013

Fiscal Year 2024-2025

Year Ending Sept. 30	Interest Mar. 1	Interest Sept. 1	Principal Sept. 1	Total Prin.& Int.	Bond Balance
2025	7,144	7,144	90,000	104,288	290,000
2026	5,452	5,452	95,000	105,904	195,000
2027	3,666	3,666	95,000	102,332	100,000
2028	1,880	1,880	100,000	103,760	-
TOTAL	\$18,142	\$18,142	\$380,000	\$416,284	

Note: Debt Service is part of Fund 524

Interest Rate 3.76%

Hotel Tax Fund(211)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

		Actuals 2022-2023		Amended Budget 2023-2024		Projected 2023-2024		Budget 2024-2025
Unreserved Fund Balance	\$	1,507,271	\$	1,964,565	\$	1,964,565	\$	2,224,155
Reserve (2% Tax)		4,449,331		(928,206)		(928,206)		(2,009,601)
Beginning Fund Balance / Working Capital		5,956,602		1,036,359		1,036,359		214,554
Revenues								
7 % Occupancy Tax		3,388,717		3,607,455		3,576,816		3,447,002
2 % Occupancy Tax		972,398		1,032,712		1,013,396		977,807
Interest Earnings		34,253		45,000		223		15,000
Donations		500,000		500,000		500,000		500,000
Grants		-		-		749,999		-
Total Revenues		4,895,368		5,185,167		5,090,435		4,939,809
Expenditures								
Texas Rose Festival		10,000		15,000		15,000		15,000
Discovery Place		32,400		32,400		32,400		25,000
Symphony		50,000		50,000		50,000		45,000
Museum of Art		35,000		35,000		35,000		30,000
Historical Museum		13,500		13,500		13,500		10,000
Visitors and Convention Bureau		691,500		754,500		754,500		719,500
Tyler Civic Theatre		-		-		-		-
McClendon House		4,500		4,500		4,500		-
Historic Aviation Museum		13,500		13,500		13,500		13,000
Texas Hotel & Lodging Dues		16,054		20,500		14,687		-
2% Convention Center Facility		9,007,135		3,709,500		3,876,191		-
Sport Tyler Award		25,000		25,000		25,000		25,000
Special Services		49,222		65,000		(65,638)		65,000
Parking Lot Improvement		-		-		-		-
Tournament Expenses		-		-		-		-
Contingencies		-		45,500		-		150,000
Total Expenditures		9,947,811		4,783,900		4,768,640		1,097,500
Transfers In		3,250,000		2,375,000		2,375,000		-
Half-Cent Fund (231)		3,250,000		-		-		-
Rainy Day Fund (235)		-		2,375,000		2,375,000		-
(Transfers Out)		(3,117,800)		(3,518,600)		(3,518,600)		(3,596,002)
Tourism Fund (219)		(2,500,000)		(2,900,000)		(2,900,000)		(2,977,002)
HOT Debt Service (302)		(592,800)		(593,600)		(593,600)		(594,000)
Property and Facility Management (663)		(25,000)		(25,000)		(25,000)		(25,000)
(Roof Replacement Tourism)								
Unreserved Fund Balance		1,964,565		2,117,620		2,224,155		2,086,655
Reserve (2% Tax)		(928,206)		(1,823,594)		(2,009,601)		(1,625,794)
Ending Fund Balance / Working Capital	\$	1,036,359	\$	294,026	\$	214,554	\$	460,861

HOT Debt Service Fund (302)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2022-2023	Amended Budget 2023-2024	Projected 2023-2024	Budget 2024-2025
Beginning Fund Balance	5,163	3,763	3,763	3,763
Revenues				
Misc Income	-	-	-	-
Interest Earnings	-	-	-	-
Total Revenues	-	-	-	-
Expenditures				
Paying Agent/Arbit Fees	1,400	-	-	-
Interest Payments	362,800	353,600	353,600	344,000
Principal Payments	230,000	240,000	240,000	250,000
Total Expenditures	594,200	593,600	593,600	594,000
Transfer In	592,800	593,600	593,600	594,000
HOT Series 2021 Fund (402)	-	-	-	-
Hotel Tax Fund (211)	592,800	593,600	593,600	594,000
Ending Fund Balance	3,763	3,763	3,763	3,763

HOTEL OCCUPANCY TAX REVENUE BONDS
SERIES 2021

Fiscal Year 2023-2024	Interest Mar. 1	Interest Sept. 1	Principal Sept. 1	Total Prin.& Int.	Bond Balance
2025	172,000	172,000	250,000	594,000	8,350,000
2026	167,000	167,000	260,000	594,000	8,090,000
2027	161,800	161,800	270,000	593,600	7,820,000
2028	156,400	156,400	285,000	597,800	7,535,000
2029	150,700	150,700	295,000	596,400	7,240,000
2030	144,800	144,800	305,000	594,600	6,935,000
2031	138,700	138,700	320,000	597,400	6,615,000
2032	132,300	132,300	330,000	594,600	6,285,000
2033	125,700	125,700	345,000	596,400	5,940,000
2034	118,800	118,800	360,000	597,600	5,580,000
2035	111,600	111,600	370,000	593,200	5,210,000
2036	104,200	104,200	385,000	593,400	4,825,000
2037	96,500	96,500	400,000	593,000	4,425,000
2038	88,500	88,500	420,000	597,000	4,005,000
2039	80,100	80,100	435,000	595,200	3,570,000
2040	71,400	71,400	450,000	592,800	3,120,000
2041	62,400	62,400	470,000	594,800	2,650,000
2042	53,000	53,000	490,000	596,000	2,160,000
2043	43,200	43,200	510,000	596,400	1,650,000
2044	33,000	33,000	530,000	596,000	1,120,000
2045	22,400	22,400	550,000	594,800	570,000
2046	11,400	11,400	570,000	592,800	-
TOTAL	\$2,245,900	\$2,245,900	\$8,600,000	\$13,091,800	

Employee Benefits Fund(661)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals		Amended		Projected		Budget
	2022-2023		2023-2024		2023-2024		2024-2025
Beginning Fund Balance	\$	1,649,864	\$	2,470,886	\$	2,470,886	\$ 3,164,551
Revenues							
Health Benefits		14,258,546		15,454,138		15,209,661	15,941,084
Dental Benefits		420,552		427,825		427,147	435,988
Life Insurance		203,589		208,366		275,225	221,275
Other Benefits		3,631,609		512,692		727,467	514,086
Interest Earnings		67,137		26,339		112,335	26,339
ARPA Funds		91,078		-		34,588	-
Total Revenues		18,672,511		16,629,360		16,786,423	17,138,772
Expenditures							
Health Benefits		16,864,660		15,952,173		15,074,360	15,875,039
Dental Benefits		454,762		483,724		494,244	529,708
Life Insurance		205,462		208,184		254,690	312,000
Other Benefits		24,433		26,196		24,437	27,506
Affordable Care Act		4,183		6,594		-	6,789
Special Services		45,652		74,572		44,884	74,572
Travel and Training		-		2,000		-	2,000
Benefit Analyst		157,951		156,941		103,576	124,709
Vision Insurance		94,386		85,691		96,567	89,983
Total Expenditures		17,851,489		16,996,075		16,092,758	17,042,306
Transfer In		-		-		-	-
(Transfer Out)		-		-		-	-
Ending Fund Balance	\$	2,470,886	\$	2,104,171	\$	3,164,551	\$ 3,261,017

Employee Benefits Fund(661)
Statement of Revenues
Fiscal Year 2024-2025

	Actuals 2022-2023	Amended Budget 2023-2024	Projected 2023-2024	Budget 2024-2025
Interest Earnings	\$ 67,137	\$ 26,339	\$ 112,335	\$ 26,339
Employee Assistance Program	5,949	26,196	5,949	26,196
Section 125 Forfeiture	2,115	-	-	-
Health Benefits Paid by City	11,936,794	12,903,497	12,794,346	12,587,438
Health Benefits paid by employee	2,321,752	2,550,641	2,415,315	3,353,646
COBRA Premiums	1,989	-	3,186	-
Dental Benefits paid by employees	279,241	284,708	284,030	291,305
Dental Benefits paid by City	141,311	143,117	143,117	144,683
Life Insurance Premiums paid by City	7,786	7,868	7,869	8,210
Life Insurance Premiums paid by employees	195,803	200,498	267,356	213,065
Miscellaneous Income - Rebates	455,708	400,000	599,645	400,000
Vidion Insurance	75,074	86,496	74,906	87,890
Stop loss Reimbursement	3,090,774	-	43,781	-
ARPA Funds	91,078	-	34,588	-
Total Revenues	\$ 18,672,511	\$ 16,629,360	\$ 16,786,423	\$ 17,138,772

Employee Benefits Fund(661)
Statement of Expenditures
Fiscal Year 2024-2025

	Actuals 2022-2023	Amended Budget 2023-2024	Projected 2023-2024	Budget 2024-2025
Benefit Analyst	\$ 157,951	\$ 156,941	\$ 103,576	\$ 124,709
Life Insurance Premiums	205,462	208,184	254,690	312,000
Affordable Care Act	4,183	6,594	-	6,789
Special Services	45,495	74,572	44,884	74,572
Travel and Training	-	2,000	-	2,000
Employee Assistance Program Fees	24,433	26,196	24,437	27,506
HSA Contribution	15,000	75,000	1,000	40,000
Health Claim Payments	12,821,521	10,305,754	10,651,514	9,803,572
Rx Claims	2,770,277	4,092,612	3,198,318	4,641,046
Dental Administrative Fees	17,992	21,372	17,516	21,898
Dental Claim	436,770	462,352	476,728	507,810
Health Admin Fees	431,452	450,000	385,330	410,222
Health Stop loss	826,410	1,028,807	838,198	980,199
Vision Insurance	94,386	85,691	96,567	89,983
Premium Rebate	-	-	-	-
Total Expenditures	\$ 17,851,332	\$ 16,996,075	\$ 16,092,758	\$ 17,042,306

Retiree Benefits Fund(761)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals		Amended		Projected		Budget
	2022-2023		2023-2024		2023-2024		2024-2025
Beginning Fund Balance/Reserved for Commitments	\$	78,917	\$	78,920	\$	78,920	\$ 78,205
Revenues							
Health Benefits		2,937,540		3,048,417		2,931,996	3,135,541
Dental Benefits		124,530		88,368		67,374	89,990
Interest Earnings		-		-		-	-
Total Revenues		3,062,070		3,136,785		2,999,370	3,225,531
Expenditures							
Health Benefits		2,734,278		2,812,339		2,704,332	2,904,599
Dental Benefits		196,978		187,464		198,777	191,582
Life Insurance		31,682		36,571		27,185	36,571
Special Services		25,199		31,770		23,604	31,770
Benefit Analyst		72,137		67,261		44,394	53,396
Affordable Care Act		1,793		1,380		1,793	511
Total Expenditures		3,062,067		3,136,785		3,000,085	3,218,429
Transfer In							
(Transfer Out)		-		-		-	-
Ending Fund Balance/Reserved for Commitments	\$	78,920	\$	78,920	\$	78,205	\$ 85,307

Retiree Benefits Fund(761)
Statement of Revenues
Fiscal Year 2024-2025

	Actuals		Amended Budget		Projected		Budget
	2022-2023		2023-2024		2023-2024		2024-2025
Interest Earnings	\$	-	\$	-	\$	-	-
Retiree Health Premium		313,651		249,567		279,481	237,246
Retiree Medicare Supplemental Ins Premiums		462,368		476,134		495,235	476,134
Retiree Dental Premium		124,530		88,368		67,374	89,990
Health Stop Loss		-		-		-	-
PARS Trust Fund Reimbursement		2,161,521		2,322,716		2,157,280	2,422,161
Total Revenues	\$	3,062,070	\$	3,136,785	\$	2,999,370	\$ 3,225,531

Retiree Benefits Fund(761)
Statement of Expenditures
Fiscal Year 2024-2025

	Actuals		Amended		Projected	
	2022-2023		Budget		2023-2024	
			2023-2024			
					2024-2025	
Life Insurance	\$	31,682	\$	36,571	\$	36,571
Benefit Analyst		72,137		67,261		53,396
Special Services		25,199		31,770		31,770
Medicare Supplement		889,295		972,227		1,001,394
Health Claim Payments		1,372,501		1,173,936		1,250,624
Rx Claims		327,551		475,337		492,828
Dental Administrative Fees		9,285		8,836		8,430
Dental Claim		187,693		178,628		183,152
Health Admin Fees		52,608		73,076		54,185
Health Stop loss		92,323		117,763		105,568
Affordable Care Act		1,793		1,380		511
Total Expenditures	\$	3,062,067	\$	3,136,785	\$	3,218,429

Cemeteries Operating Fund(204)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2022-2023	Amended Budget 2023-2024	Projected 2023-2024	Budget 2024-2025
Beginning Fund Balance	(4,862)	54,420	54,420	102,988
Revenues				
Permits	3,150	8,000	7,800	8,000
Interest Earnings	1,341	1,369	7,033	5,369
Current Service Charges	107,438	122,000	85,654	122,000
Total Revenues	111,929	131,369	100,487	135,369
Expenditures				
Cemetery	457,217	591,660	505,140	532,887
Total Expenditures	457,217	591,660	505,140	532,887
Transfer In	404,570	390,000	453,221	390,000
Cemetery Trust Fund (713)	104,570	65,000	128,221	65,000
General Fund (101)	300,000	325,000	325,000	325,000
Transfer Out	-	-	-	-
Productivity Fund (639)	-	-	-	-
Ending Fund Balance	54,420	(15,871)	102,988	95,470

Police Forfeiture Fund (205)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2022-2023	Amended Budget 2023-2024	Projected 2023-2024	Budget 2024-2025
Beginning Fund Balance	332,945	288,147	288,147	257,507
Revenues				
Judgement of Forfeitures - State	20,992	41,000	44,767	41,000
Judgement of Forfeitures - Federal	10,671	-	-	-
Training Registration	-	-	-	-
Interest Earnings	15,450	-	15,248	12,000
Total Revenues	47,113	41,000	60,015	53,000
Expenditures				
Federal Forefeiture	68,436	60,000	54,500	85,000
State Forefeiture	23,475	62,000	36,155	102,000
Training/Range Upgrades	-	-	-	-
Total Expenditures	91,911	122,000	90,655	187,000
Ending Fund Balance	288,147	207,147	257,507	123,507

Rainy Day Fund(235)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2022-2023	Amended Budget 2023-2024	Projected 2023-2024	Budget 2024-2025
Beginning Fund Balance / Working Capital	\$ 8,316,856	\$ 10,254,357	\$ 10,254,357	\$ 8,249,609
Revenues				
Oil Leases and Royalties	54,712	76,000	29,907	55,000
Sale of Property	-	-	-	-
Interest Earnings	309,725	130,000	340,345	225,000
Total Revenues	364,437	206,000	370,252	280,000
Expenditures				
Downtown Property Maintenance	-	-	-	-
Special Services	975,144	-	-	-
Building Improvements	-	-	-	-
Purchase of Land	-	-	-	-
Contingencies	-	100,000	-	100,000
Total Expenditures	975,144	100,000	-	100,000
Transfers In	3,000,000	-	-	-
General Fund (101)	3,000,000	-	-	-
(Transfers Out)	(451,792)	(2,375,000)	(2,375,000)	-
HOT Fund (211)	-	(2,375,000)	(2,375,000)	-
General Capital Fund (102)	(451,792)	-	-	-
Ending Fund Balance / Working Capital	\$ 10,254,357	\$ 7,985,357	\$ 8,249,609	\$ 8,429,609

Park Improvement Fund (206)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2022-2023	Amended Budget 2023-2024	Projected 2023-2024	Budget 2024-2025
Beginning Fund Balance	539,024	262,567	262,567	154,475
Revenues				
Landfill Access Fee	695,325	723,241	745,000	799,119
Interest Earnings	-	-	-	385
Donations	-	27,567	27,567	-
Lindsey Park TXDot Grant	-	290,000	290,000	-
Total Revenues	695,325	1,040,808	1,062,567	799,504
Expenditures				
Park Capital Improvements	971,782	1,170,660	1,170,659	777,500
Total Expenditures	971,782	1,170,660	1,170,659	777,500
Transfer In	-	-	-	-
Transfer Out	-	-	-	-
Ending Fund Balance	262,567	132,715	154,475	176,479

Court Special Fee (207)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2022-2023	Amended Budget 2023-2024	Projected 2023-2024	Budget 2024-2025
Reserve for Technology	\$ (59,643)	\$ (79,577)	\$ (79,577)	\$ 35,242
Reserve for Efficiency	61,145	109,341	109,341	44,523
Reserve for Partners for Youth	(30,437)	(74,797)	(74,797)	(42,277)
Reserve for Jury	4,144	5,890	5,890	7,948
Reserve for Security	69,260	157,168	157,168	230,962
Beginning Fund Balance / Working Capital	44,469	118,025	118,025	276,398
Revenues				
Technology Fees	101,837	110,000	109,143	110,000
Security Fees	90,627	100,000	95,672	96,000
Partners for Youth Fees	94,982	104,000	101,608	102,000
Juvenile Class Fees	82,123	114,000	71,724	80,000
Efficiency Fees	93,380	95,000	102,136	104,000
Jury Fees	1,746	1,900	2,058	2,100
Truancy Prevention	1,417	2,000	984	700
Interest Earnings	3,256	1,000	7,788	-
Total Revenues	469,368	527,900	491,113	494,800
Expenditures				
Expenditures for Technology	125,027	4,907	2,112	109,907
Expenditures for Security	2,719	89,123	21,878	8,850
Expenditures for Partners for Youth	222,882	162,450	141,796	168,526
Expenditures for Jury	-	-	-	-
Expenditures for Efficiency	45,184	167,000	166,954	48,000
Total Expenditures	395,812	423,480	332,740	335,283
(Transfer Out)	-	-	-	-
Productivity Fund (639)	-	-	-	-
Reserve for Technology	(79,577)	26,516	35,242	35,335
Reserve for Efficiency	109,341	37,341	44,523	100,523
Reserve for Partners for Youth	(74,797)	(17,247)	(42,277)	(28,103)
Reserve for Jury	5,890	7,790	7,948	10,048
Reserve for Security	157,168	168,045	230,962	318,112
Ending Fund Balance / Working Capital	\$ 118,025	\$ 222,445	\$ 276,398	\$ 435,915

Economic Development Fund (208)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2022-2023	Amended Budget 2023-2024	Projected 2023-2024	Budget 2024-2025
Beginning Fund Balance	360,275	407,323	407,323	535,548
Revenues				
Interest Earnings	12,048	5,500	18,225	15,000
Total Revenues	12,048	5,500	18,225	15,000
Expenditures				
Economic Development	165,000	208,750	165,000	208,750
Total Expenditures	165,000	208,750	165,000	208,750
Transfer In	200,000	275,000	275,000	275,000
Water Utilities Fund (502)	175,000	175,000	175,000	175,000
Solid Waste Fund (560)	25,000	100,000	100,000	100,000
Airport Operations Fund (524)	-	-	-	-
Transfer Out	-	-	-	-
Ending Fund Balance	407,323	479,073	535,548	616,798

TIF / TIRZ #4 (217)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2022-2023	Amended Budget 2023-2024	Projected 2023-2024	Budget 2024-2025
Beginning Fund Balance	60,118	203,122	203,122	570,821
Revenues				
Property Tax	136,555	199,126	355,141	613,503
Interest Earnings	6,449	3,000	12,558	3,000
Total Revenues	143,004	202,126	367,699	616,503
Expenditures				
TIRZ	-	15,000	-	5,000
Total Expenditures	-	15,000	-	5,000
Transfer In	-	-	-	-
General Fund (101)	-	-	-	-
Transfer Out	-	-	-	-
Ending Fund Balance	203,122	390,248	570,821	1,182,324

TIF / TIRZ #3 (218)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2022-2023	Amended Budget 2023-2024	Projected 2023-2024	Budget 2024-2025
Beginning Fund Balance	626,573	933,835	933,835	1,140,444
Revenues				
Property Tax	274,990	143,878	168,006	223,142
Interest Earnings	32,708	28,630	38,603	28,630
Total Revenues	307,698	172,508	206,609	251,772
Expenditures				
TIRZ	436	10,000	-	10,000
Total Expenditures	436	10,000	-	10,000
Transfer In	-	-	-	-
TIF / TIRZ #2 (209)	-	-	-	-
Transfer Out	-	-	-	-
Ending Fund Balance	933,835	1,096,343	1,140,444	1,382,216

Tourism & Convention Fund (219)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2022-2023	Amended Budget 2023-2024	Projected 2023-2024	Budget 2024-2025
Beginning Fund Balance	365,596	342,587	342,587	21,799
Revenues				
Rose Garden	145,048	282,500	135,871	243,500
Convention Center	218,529	595,000	494,013	620,000
Main Street Revenue	12,565	6,000	14,859	7,000
Liberty Hall Revenue	124,958	128,400	150,126	128,400
Mayfair Revenue	-	-	-	60,000
Interest Earnings	28,057	12,000	27,876	12,000
Total Revenues	529,157	1,023,900	822,745	1,070,900
Expenditures				
Rose Garden Center	413,819	641,634	599,622	480,354
Rose Garden Maint.	626,829	1,084,210	1,102,935	925,081
Convention Center & Goodman	1,298,010	1,446,168	1,520,802	1,520,831
Liberty Hall	225,321	396,744	297,495	337,489
Main Street	468,187	539,799	502,679	529,389
Mayfair	-	-	-	51,100
Contingencies	-	-	-	150,000
Total Expenditures	3,032,166	4,108,555	4,023,533	3,994,244
Transfer In	2,500,000	2,900,000	2,900,000	2,977,002
Hotel Tax Fund (211)	2,500,000	2,900,000	2,900,000	2,977,002
Transfer Out	(20,000)	(20,000)	(20,000)	(20,000)
Technology Fund (671)	(20,000)	(20,000)	(20,000)	(20,000)
Productivity Fund (639)	-	-	-	-
Ending Fund Balance	342,587	137,932	21,799	55,457

Airport Passenger Facility Fund (234)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2022-2023	Amended Budget 2023-2024	Projected 2023-2024	Budget 2024-2025
Beginning Fund Balance	214,401	406,484	406,484	628,785
Revenues				
Passenger Facility Charge	181,838	150,000	202,010	180,000
Interest Earnings	10,245	4,000	20,291	4,000
Total Revenues	192,083	154,000	222,301	184,000
Total Expenditures	-	-	-	-
Transfer In	-	-	-	-
Transfer Out	-	(72,000)	-	(72,000)
Half-Cent Sales Tax (Non-Budgetary Fund)	-	-	-	-
Airport Operations Fund (524)	-	(72,000)	-	(72,000)
Ending Fund Balance	406,484	488,484	628,785	740,785

PEG Fee Fund (236)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2022-2023	Amended Budget 2023-2024	Projected 2023-2024	Budget 2024-2025
Beginning Fund Balance	1,039,105	1,286,453	1,286,453	1,529,537
Revenues				
PEG Fee	201,325	206,565	196,772	206,565
Interest Earnings	44,361	27,500	46,312	7,875
Total Revenues	245,686	234,065	243,084	214,440
Expenditures				
Technology Costs	53,116	77,326	-	79,895
Technology Updates	93,181	313,000	-	113,000
Studio Renovations	-	-	-	-
Contingency	-	50,000	-	213,000
Total Expenditures	146,297	440,326	-	405,895
Transfer In	147,959	-	-	-
Transfer Out	-	-	-	-
Productivity Fund (639)	-	-	-	-
Ending Fund Balance	1,286,453	1,080,192	1,529,537	1,338,082

Home Ownership / Housing Fund (274)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2022-2023	Amended Budget 2023-2024	Projected 2023-2024	Budget 2024-2025
Beginning Fund Balance	430	446	446	460
Total Revenues	16	12	14	12
Total Expenditures	-	-	-	-
Ending Fund Balance	446	458	460	472

Housing Assistance Payments Fund (276)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2022-2023	Amended Budget 2023-2024	Projected 2023-2024	Budget 2024-2025
Reserve for Voucher Program	225,250	422,130	422,130	(399,953)
Reserve for Administration	686,083	790,486	790,486	687,233
Beginning Fund Balance	911,333	1,212,616	1,212,616	287,280
Revenues				
HUD Voucher	9,331,034	9,420,000	9,825,872	9,780,000
HUD Administration	848,108	840,000	875,549	840,000
Portability Voucher	306,168	360,000	132,495	240,000
Portability Administration	19,304	25,200	4,988	16,800
FSS Administration	67,201	61,221	2,683	61,221
Vash Voucher	-	-	-	-
Fraud Reimbursement - Voucher	40,555	30,000	23,404	30,000
Fraud Reimbursement - Admisitration	29,208	30,000	23,404	30,000
CARES Act	-	-	-	-
Rental Income	12,000	18,000	-	24,000
Unclaimed Property	-	-	-	-
Interest Earnings	43,336	12,000	24,332	12,000
Total Revenues	10,696,914	10,796,421	10,912,727	11,034,021
Expenditures				
HAP Voucher	8,952,596	8,950,580	10,456,390	9,225,600
HAP Administration	805,586	1,377,998	860,496	1,070,034
Poratbility Voucher	327,275	250,000	229,616	275,000
Poratbility Administration	8,500	5,000	-	-
FSS Administration	79,427	80,306	76,592	79,850
Tenant Protection Voucher	12,718	15,000	13,610	19,200
Tenant Protection Administration	-	15,300	-	-
Vash Voucher	209,395	369,720	201,359	336,000
CARES Act	134	-	-	-
Total Expenditures	10,395,631	11,063,904	11,838,063	11,005,684
Reserve for Voucher Program	422,130	536,830	(399,953)	(170,753)
Reserve for Administration	790,486	408,303	687,233	486,370
Ending Fund Balance	1,212,616	945,133	287,280	315,617

Grant Fund (285)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2022-2023	Amended Budget 2023-2024	Projected 2023-2024	Budget 2024-2025
Beginning Fund Balance	-	-	-	-
Total Revenues	582,192	815,236	815,236	552,701
Total Expenditures	582,192	815,236	815,236	533,012
Ending Fund Balance	-	-	-	19,689

Transit System Fund (286)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2022-2023	Amended Budget 2023-2024	Projected 2023-2024	Budget 2024-2025
Beginning Fund Balance	(12,441)	8,541	8,541	60,843
Revenues				
Transit Fees	180,249	180,000	174,338	180,000
Advertising	5,200	6,000	28,885	15,000
Bus Sales and Other Income	27,122	16,000	5,629	6,200
Donations	-	150,000	156,117	105,000
State Grant	409,126	1,382,141	1,141,331	1,364,747
Federal Grant	2,672,213	6,383,922	2,678,632	3,572,666
Total Revenues	3,293,910	8,118,063	4,184,932	5,243,613
Expenditures				
Transit Operations	4,164,634	8,682,403	5,232,630	6,037,878
Total Expenditures	4,164,634	8,682,403	5,232,630	6,037,878
Transfer In	891,706	900,000	1,100,000	853,806
General Fund (101)	891,706	900,000	1,100,000	853,806
Transfer Out	-	-	-	-
Ending Fund Balance	8,541	344,201	60,843	120,384

Community Development Block Grant Fund (294)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2022-2023	Amended Budget 2023-2024	Projected 2023-2024	Budget 2024-2025
Beginning Fund Balance	95,644	106,583	106,583	634,459
Revenues				
CDBG Grant Income	2,186,198	1,061,036	796,888	754,440
HIP Income	950	-	-	-
CARES Act	-	-	-	-
Miscellaneous Income	9,993	7,000	5,492	7,000
Total Revenues	2,197,141	1,068,036	802,380	761,440
Administration Expenditures				
Administration	163,887	150,761	133,851	324,613
Rehab Administration	-	-	-	13,751
Homebuyers Administration	5,045	-	26,716	12,913
Demolition Administration	20,208	-	10,648	10,000
Code Enforcement Administration	132	-	-	12,913
Public Facilities Administration	1,535	-	2,488	37,254
CARES Act Administration	-	-	850	-
Miscellaneous Expense (not covered by grant)	-	-	-	-
Total Administration Expenditures	190,807	150,761	174,553	411,444
Project Expenditures				
Administration	-	-	-	-
Rehab Administration	-	-	-	-
Homebuyers Administration	-	-	-	-
Demolition Administration	46,457	235,371	99,951	60,000
Code Enforcement Administration	-	-	-	-
Public Facilities Administration	741,969	542,920	-	28,974
CARES Act Projects	1,206,969	131,857	-	125,000
Miscellaneous Expense (not covered by grant)	-	-	-	-
Total Project Expenditures	1,995,395	910,148	99,951	213,974
Total Expenditures	2,186,202	1,060,909	274,504	625,418
Ending Fund Balance	106,583	113,710	634,459	770,481

HOME Grant Fund (295)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2022-2023	Amended Budget 2023-2024	Projected 2023-2024	Budget 2024-2025
Beginning Fund Balance	361,362	361,363	361,363	906,193
Revenues				
HOME Grant Income	351,675	2,767,691	2,181,518	404,168
Program Income	-	672,000	599,096	672,000
Miscellaneous Income	-	-	-	-
Total Revenues	351,675	3,439,691	2,780,614	1,076,168
Expenditures				
Administration	41,309	1,433,290	1,148,804	69,799
Homebuyers	14,999	467,395	466,893	215,000
CHDO	-	-	-	48,919
New Construction / Re-construction	295,366	1,539,006	620,087	822,510
Local Match	-	-	-	-
Total Expenditures	351,674	3,439,691	2,235,784	1,156,228
Ending Fund Balance				
Ending Fund Balance	361,363	361,363	906,193	826,133

Productivity Improvement Fund (639)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2022-2023	Amended Budget 2023-2024	Projected 2023-2024	Budget 2024-2025
Beginning Fund Balance	2,228,124	2,078,018	2,078,018	2,126,414
Total Revenues	87,421	55,000	91,669	55,000
Expenditures				
Services	138,257	60,000	-	100,000
Productivity Pay & Severance	23,957	792,770	-	206,319
Internal Audit	65,358	93,800	-	95,300
Strategic Planning	129,641	136,306	133,823	126,321
Lean Six Sigma/City U	430,314	491,073	459,450	517,079
Total Expenditures	787,527	1,573,949	593,273	1,045,019
Transfer In	550,000	550,000	550,000	550,000
General Fund (101)	250,000	250,000	250,000	250,000
Rainy Day Fund (235)	-	-	-	-
Utilities Fund (502)	250,000	250,000	250,000	250,000
Solid Waste Fund (560)	50,000	50,000	50,000	50,000
Airport Fund (524)	-	-	-	-
Storm Water (575)	-	-	-	-
Special Revenue Funds	-	-	-	-
Internal Service Funds	-	-	-	-
Transfer Out	-	-	-	-
Ending Fund Balance	2,078,018	1,109,069	2,126,414	1,686,395

Fleet Maintenance & Replacement Fund (640)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2022-2023	Amended Budget 2023-2024	Projected 2023-2024	Budget 2024-2025
Beginning Fund Balance	6,539,310	5,065,867	5,065,867	3,074,241
Revenues				
Interest Earnings	124,869	40,000	184,294	40,000
Amortization Charges	5,705,955	7,168,436	7,168,437	5,661,873
Service Fees	1,030,122	1,613,300	1,347,999	1,768,000
Fuel Revenue	2,865,238	3,478,095	2,588,956	3,324,431
Parts Revenue	3,940,479	4,700,655	4,743,834	4,700,655
Compressed Natural Gas	16,559	35,000	4,360	35,000
Miscellaneous Income	516,379	1,000	-	1,000
Sale of Equipment	391,977	300,000	456,896	300,000
Sale of Salvage	5,091	8,000	3,351	8,000
Health District	10,934	14,238	9,108	14,238
Total Revenues	14,607,603	17,358,724	16,507,235	15,853,197
Expenditures				
Replacement	6,991,153	10,673,881	10,355,874	4,901,831
Maintenance	2,445,939	3,123,041	2,045,831	3,015,564
Health	9,529	13,004	8,202	13,004
Fuel, Parts and Contractual Services	6,634,425	7,176,626	6,450,266	6,900,570
Contingency	-	146,312	38,688	200,000
Total Expenditures	16,081,046	21,132,864	18,898,861	15,030,969
Transfer In	-	500,000	500,000	-
General Fund (101)	-	500,000	500,000	-
Transfer Out	-	(100,000)	(100,000)	(100,000)
Technology Fund (671)	-	(100,000)	(100,000)	(100,000)
Productivity Fund (639)	-	-	-	-
Ending Fund Balance	5,065,867	1,691,727	3,074,241	3,796,469

Risk Fund(650)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2022-2023	Amended Budget 2023-2024	Projected 2023-2024	Budget 2024-2025
Reserved for Workers Comp.	\$ 283,127	\$ 1,650,470	\$ 1,650,470	\$ 2,302,571
Reserved Property/Liability	94,376	550,157	550,157	767,524
Beginning Fund Balance / Working Capital	377,503	2,200,627	2,200,627	3,070,094
Revenues				
Distributed Interest	89,028	20,000	125,172	85,000
Special Event Policy	2,285	10,500	12,050	15,500
Unemployment / Disability Premiums	116,006	112,362	112,400	113,450
Property and Liability Premiums	1,889,222	1,785,472	1,798,363	2,199,704
Workers Comp Premiums	1,998,896	1,946,002	2,037,801	1,062,746
ARPA Reimbursement	67,535	-	-	-
Total Revenues	4,162,972	3,874,336	4,085,786	3,476,400
Expenditures				
Employee Cost	201,978	206,066	220,123	225,040
Unemployment / Disability	198,310	229,653	229,654	231,693
Property and Liability	1,395,922	1,646,542	1,645,944	2,124,839
Workers Comp	543,638	920,308	620,598	971,160
Contingency	-	500,000	500,000	500,000
Total Expenditures	2,339,848	3,502,569	3,216,319	4,052,732
Transfer Out	-	-	-	1,880
Productivity Fund (639)	-	-	-	1,880
Reserved for Workers Comp.	1,650,470	1,929,296	2,302,571	1,871,732
Reserved Property/Liability	550,157	643,099	767,524	623,911
Ending Fund Balance / Working Capital	\$ 2,200,627	\$ 2,572,394	\$ 3,070,094	\$ 2,495,642

Property & Facilities Management (663)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2022-2023	Amended Budget 2023-2024	Projected 2023-2024	Budget 2024-2025
Roof Replacement Reserve	\$ 430,819	\$ 480,288	\$ 480,288	\$ 693,899
Tourism Roof Replacement & HVAC	592,022	617,022	617,022	642,022
Unreserved Fund Balance	114,929	(85,333)	(85,333)	182,842
Beginning Fund Balance / Working Capital	1,137,770	1,011,977	1,011,977	1,518,763
Revenues				
Miscellaneous Rental Income	22,349	18,000	18,000	18,000
Miscellaneous Income	-	-	-	-
Interest Earnings	41,112	12,000	47,899	12,000
Roof Maintenance	78,064	79,373	79,372	80,674
Roof Replacement	205,488	236,951	236,952	260,541
HVAC Maintenance	304,405	407,903	407,903	344,898
Total Revenues	651,418	754,227	790,126	716,113
Expenditures				
Employee Costs	200,562	197,950	211,976	203,956
Property and Facility Maintenance	187,222	258,859	192,028	208,512
Health District	8,764	9,200	10,991	9,200
HVAC Maintenance	294,641	335,000	343,240	344,897
HVAC Replacement	79,550	56,114	-	75,000
Roof Maintenance	101,999	85,872	80,983	88,090
Roof Replacement	132,084	280,336	21,730	-
Total Expenditures	1,004,822	1,223,331	860,948	929,655
Transfer In	227,611	227,611	577,608	227,611
General Fund (101)	101,305	101,305	351,304	101,305
Development Services (202)	-	-	100,000	-
Hotel Tax Fund (211)	25,000	25,000	25,000	25,000
Water Utilities Fund (502)	50,653	50,653	50,652	50,653
Solid Waste Fund (560)	50,653	50,653	50,652	50,653
PEG Fund (236)	-	-	-	-
(Transfer Out)	-	-	-	-
Productivity Fund (639)	-	-	-	-
Roof Replacement Reserve	480,288	572,597	693,899	947,024
Tourism Roof Replacement & HVAC	617,022	642,022	642,022	667,022
Unreserved Fund Balance	(85,333)	(444,135)	182,842	(81,214)
Ending Fund Balance / Working Capital	\$ 1,011,977	\$ 770,484	\$ 1,518,763	\$ 1,532,832

Technology Fund (671)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2022-2023	Amended Budget 2023-2024	Projected 2023-2024	Budget 2024-2025
Beginning Fund Balance	2,391,789	2,799,558	2,799,558	2,279,275
Revenues				
Rental Income	22,160	30,275	24,480	30,275
Interest Earning	97,671	30,000	142,588	75,000
Technology Charges	5,105,787	5,935,225	5,838,108	6,264,430
Miscellaneous Income	252,195	187,768	245,649	331,743
Total Revenues	5,477,813	6,183,268	6,250,825	6,701,448
Expenditures				
Administration	1,677,151	1,782,404	1,806,507	1,908,104
Technology Costs	5,449,893	6,271,603	6,271,601	7,429,438
Contingency	-	800,000	-	500,000
Total Expenditures	7,127,044	8,854,007	8,078,108	9,837,542
Transfer In	2,057,000	1,307,000	1,307,000	1,207,000
General Fund (101)	1,300,000	450,000	450,000	350,000
Water Utilities Fund (502)	450,000	450,000	450,000	450,000
Solid Waste Fund (560)	250,000	250,000	250,000	250,000
Tourism & Convention Fund (219)	20,000	20,000	20,000	20,000
Airport Operating Fund (524)	37,000	37,000	37,000	37,000
Fleet Maintenance & Replacement Fund (640)	-	100,000	100,000	100,000
Transfer Out	-	-	-	-
Productivity Fund (639)	-	-	-	-
Ending Fund Balance	2,799,558	1,435,819	2,279,275	350,181

Cemetery Trust Fund (713)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2022-2023	Amended Budget 2023-2024	Projected 2023-2024	Budget 2024-2025
Beginning Fund Balance	3,242,218	3,323,804	3,323,804	3,376,750
Revenues				
Interest Earnings	121,673	65,000	126,221	65,000
Sales	64,483	109,600	54,946	109,600
Total Revenues	186,156	174,600	181,167	174,600
Transfer In	-	-	-	-
Transfer Out	(104,570)	(65,000)	(128,221)	(65,000)
Cemetery Operating Fund (204)	(104,570)	(65,000)	(128,221)	(65,000)
Ending Fund Balance	3,323,804	3,433,404	3,376,750	3,486,350

Utilities Debt Service Fund (504)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2022-2023	Amended Budget 2023-2024	Projected 2023-2024	Budget 2024-2025
Beginning Fund Balance	1,018,663	1,249,401	1,249,401	2,376,648
Revenues				
Interest Earnings	156,530	75,000	255,699	75,000
Miscellaneous Income	-	-	-	-
Regulatory Compliance Fee	5,695,704	8,780,841	8,581,482	8,780,841
Total Revenues	5,852,234	8,855,841	8,837,181	8,855,841
Expenditures				
Series 2012 Interest	15,806	13,306	13,306	13,306
Series 2012 Principal	125,000	130,000	130,000	130,000
Series 2015 A Interest	255,850	248,200	248,200	248,200
Series 2015 A Principal	255,000	255,000	255,000	255,000
Series 2015 B Interest	509,250	451,850	451,850	451,850
Series 2015 B Principal	1,435,000	1,490,000	1,490,000	1,490,000
Series 2017A Interest	94,100	86,150	86,150	86,150
Series 2017A Principal	265,000	270,000	270,000	270,000
Series 2017B Interest	250,925	250,925	250,925	250,925
Series 2017B Principal	-	-	-	-
Series 2018A Interest	282,500	272,000	272,000	272,000
Series 2018A Principal	350,000	360,000	360,000	360,000
Series 2018B Interest	172,350	145,800	145,800	145,800
Series 2018B Principal	885,000	915,000	915,000	915,000
Series 2019 Interest	605,569	584,069	584,069	584,071
Series 2019 Principal	430,000	450,000	450,000	450,001
Series 2020 Interest	111,050	97,150	97,150	82,950
Series 2020 Principal	695,000	710,000	710,000	710,001
Series 2021 Interest	712,663	690,263	690,263	667,063
Series 2021 Principal	560,000	580,000	580,000	605,000
Series 2022 Interest	1,329,300	1,287,800	1,287,800	1,244,300
Series 2022 Principal	830,000	870,000	870,000	915,000
Series 2023 Interest	-	-	2,300,231	3,029,000
Series 2023 Principal	-	-	1,925,000	975,000
Fiscal Agent Fees/Special Services	10,615	15,000	15,000	15,000
Total Expenditures	10,179,978	10,172,513	14,397,744	14,165,617
Transfer In	4,558,482	6,686,068	6,687,810	6,686,068
Water Utilities Fund (502)	4,558,482	6,686,068	6,687,810	6,686,068
Transfer Out	-	-	-	-
Water Utilities Fund (502)	-	-	-	-
Ending Fund Balance	1,249,401	6,618,797	2,376,648	3,752,941

WATER AND SEWER REVENUE DEBT RETIREMENT DATA

FY2023 - 2052

Fiscal Year 2024-2025

Year Ending Sept. 30	Interest Mar. 1	Interest Sept. 1	Principal Sept. 1	Total Prin.& Int.	Bond Balance
2025	3,531,154	3,531,154	6,945,002	14,007,310	174,265,000
2026	3,319,403	3,319,403	7,390,000	14,028,806	166,875,000
2027	3,157,166	3,157,166	7,700,000	14,014,331	159,175,000
2028	2,997,078	2,997,078	8,025,000	14,019,156	151,150,000
2029	2,826,303	2,826,303	7,715,000	13,367,606	143,435,000
2030	2,657,453	2,657,453	8,085,000	13,399,906	135,350,000
2031	2,496,466	2,496,466	6,320,000	11,312,931	129,030,000
2032	2,373,766	2,373,766	6,570,000	11,317,531	122,460,000
2033	2,255,466	2,255,466	6,430,000	10,940,931	116,030,000
2034	2,150,966	2,150,966	6,600,000	10,901,931	109,430,000
2035	2,043,366	2,043,366	5,345,000	9,431,731	104,085,000
2036	1,947,266	1,947,266	5,140,000	9,034,531	98,945,000
2037	1,855,366	1,855,366	5,320,000	9,030,731	93,625,000
2038	1,759,916	1,759,916	5,520,000	9,039,831	88,105,000
2039	1,660,541	1,660,541	5,120,000	8,441,081	82,985,000
2040	1,571,028	1,571,028	5,300,000	8,442,056	77,685,000
2041	1,477,544	1,477,544	5,420,000	8,375,088	72,265,000
2042	1,379,944	1,379,944	5,530,000	8,289,888	66,735,000
2043	1,281,244	1,281,244	5,725,000	8,287,488	61,010,000
2044	1,178,606	1,178,606	5,925,000	8,282,213	55,085,000
2045	1,069,713	1,069,713	6,155,000	8,294,425	48,930,000
2046	956,178	956,178	6,375,000	8,287,356	42,555,000
2047	838,131	838,131	6,610,000	8,286,263	35,945,000
2048	714,656	714,656	6,860,000	8,289,313	29,085,000
2049	586,025	586,025	7,095,000	8,267,050	21,990,000
2050	452,419	452,419	6,265,000	7,169,838	15,725,000
2051	333,038	333,038	6,500,000	7,166,075	9,225,000
2052	208,688	208,688	5,500,000	5,917,375	3,725,000
2053	93,125	93,125	3,725,000	3,911,250	-
TOTAL	\$49,172,010	\$49,172,010	\$181,210,002	\$279,554,023	

WATER AND SEWER REVENUE BONDS
SERIES 2012

Fiscal Year 2024-2025	Interest Mar. 1	Interest Sept. 1	Principal Sept. 1	Total Prin.& Int.	Bond Balance
#REF!	6,653	6,653	130,000	143,306	280,000
#REF!	3,588	3,588	140,000	147,175	140,000
#REF!	1,838	1,838	140,000	143,675	-
TOTAL	\$12,078	\$12,078	\$410,000	\$434,156	
Interest Rate 2.10%					

WATER AND SEWER REVENUE REFUNDING BONDS
SERIES 2015 A

Fiscal Year 2024-2025	Interest Mar. 1	Interest Sept. 1	Principal Sept. 1	Total Prin.& Int.	Bond Balance
2025	124,100	124,100	255,000	503,200	5,820,000
2026	115,000	115,000	275,000	505,000	5,545,000
2027	110,188	110,188	285,000	505,375	5,260,000
2028	105,200	105,200	295,000	505,400	4,965,000
2029	99,300	99,300	850,000	1,048,600	4,115,000
2030	82,300	82,300	2,325,000	2,489,600	1,790,000
2031	35,800	35,800	330,000	401,600	1,460,000
2032	29,200	29,200	345,000	403,400	1,115,000
2033	22,300	22,300	360,000	404,600	755,000
2034	15,100	15,100	370,000	400,200	385,000
2035	7,700	7,700	385,000	400,400	-
TOTAL	\$746,188	\$746,188	\$6,075,000	\$7,567,375	
Interest Rate 2.93%					

WATER AND SEWER REVENUE REFUNDING BONDS
SERIES 2015 B

Fiscal Year 2024-2025	Interest Mar. 1	Interest Sept. 1	Principal Sept. 1	Total Prin.& Int.	Bond Balance
2025	225,925	225,925	1,490,000	1,941,850	6,460,000
2026	157,250	157,250	1,630,000	1,944,500	4,830,000
2027	116,500	116,500	1,710,000	1,943,000	3,120,000
2028	78,000	78,000	1,790,000	1,946,000	1,330,000
2029	33,250	33,250	1,330,000	1,396,500	-
TOTAL	\$610,925	\$610,925	\$7,950,000	\$9,171,850	
Interest Rate 2.76%					

WATER AND SEWER REVENUE BONDS
SERIES 2017A

Fiscal Year 2024-2025	Interest Mar. 1	Interest Sept. 1	Principal Sept. 1	Total Prin.& Int.	Bond Balance
2025	43,075	43,075	270,000	356,150	2,135,000
2026	34,900	34,900	285,000	354,800	1,850,000
2027	29,200	29,200	290,000	348,400	1,560,000
2028	23,400	23,400	295,000	341,800	1,265,000
2029	18,975	18,975	305,000	342,950	960,000
2030	14,400	14,400	310,000	338,800	650,000
2031	9,750	9,750	320,000	339,500	330,000
2032	4,950	4,950	330,000	339,900	-
TOTAL	\$178,650	\$178,650	\$2,405,000	\$2,762,300	

Interest Rate 2.27%

WATER AND SEWER REVENUE BONDS
SERIES 2017B

Fiscal Year 2024-2025	Interest Mar. 1	Interest Sept. 1	Principal Sept. 1	Total Prin.& Int.	Bond Balance
2025	125,463	125,463	-	250,925	7,950,000
2026	125,463	125,463	-	250,925	7,950,000
2027	125,463	125,463	-	250,925	7,950,000
2028	125,463	125,463	-	250,925	7,950,000
2029	125,463	125,463	1,220,000	1,470,925	6,730,000
2030	104,113	104,113	1,265,000	1,473,225	5,465,000
2031	81,975	81,975	1,305,000	1,468,950	4,160,000
2032	62,400	62,400	1,345,000	1,469,800	2,815,000
2033	42,225	42,225	1,385,000	1,469,450	1,430,000
2034	21,450	21,450	1,430,000	1,472,900	-
TOTAL	\$939,475	\$939,475	\$7,950,000	\$9,828,950	

Interest Rate 2.73%

WATER AND SEWER REVENUE BONDS
SERIES 2018A

Fiscal Year 2024-2025	Interest Mar. 1	Interest Sept. 1	Principal Sept. 1	Total Prin.& Int.	Bond Balance
2025	136,000	136,000	360,000	632,000	6,160,000
2026	123,200	123,200	385,000	631,400	5,775,000
2027	115,500	115,500	400,000	631,000	5,375,000
2028	107,500	107,500	420,000	635,000	4,955,000
2029	99,100	99,100	435,000	633,200	4,520,000
2030	90,400	90,400	450,000	630,800	4,070,000
2031	81,400	81,400	470,000	632,800	3,600,000
2032	72,000	72,000	490,000	634,000	3,110,000
2033	62,200	62,200	470,000	594,400	2,640,000
2034	52,800	52,800	485,000	590,600	2,155,000
2035	43,100	43,100	505,000	591,200	1,650,000
2036	33,000	33,000	525,000	591,000	1,125,000
2037	22,500	22,500	550,000	595,000	575,000
2038	11,500	11,500	575,000	598,000	-
TOTAL	\$1,050,200	\$1,050,200	\$6,520,000	\$8,022,400	

Interest Rate 2.85%

WATER AND SEWER REVENUE BONDS
SERIES 2018B

Fiscal Year 2024-2025	Interest Mar. 1	Interest Sept. 1	Principal Sept. 1	Total Prin.& Int.	Bond Balance
2025	72,900	72,900	915,000	1,060,800	3,000,000
2026	45,000	45,000	970,000	1,060,000	2,030,000
2027	30,450	30,450	1,000,000	1,060,900	1,030,000
2028	15,450	15,450	1,030,000	1,060,900	-
TOTAL	\$163,800	\$163,800	\$3,915,000	\$4,242,600	

Interest Rate 2.34%

WATER AND SEWER REVENUE BONDS
SERIES 2019

Fiscal Year 2024-2025	Interest Mar. 1	Interest Sept. 1	Principal Sept. 1	Total Prin.& Int.	Bond Balance
2025	292,035	292,035	450,001	1,034,072	17,330,000
2026	268,909	268,909	495,000	1,032,819	16,835,000
2027	256,534	256,534	520,000	1,033,069	16,315,000
2028	243,534	243,534	545,000	1,032,069	15,770,000
2029	229,909	229,909	575,000	1,034,819	15,195,000
2030	215,534	215,534	605,000	1,036,069	14,590,000
2031	209,484	209,484	615,000	1,033,969	13,975,000
2032	203,334	203,334	630,000	1,036,669	13,345,000
2033	193,884	193,884	645,000	1,032,769	12,700,000
2034	184,209	184,209	635,000	1,003,419	12,065,000
2035	174,684	174,684	655,000	1,004,369	11,410,000
2036	164,859	164,859	675,000	1,004,719	10,735,000
2037	154,734	154,734	695,000	1,004,469	10,040,000
2038	144,309	144,309	715,000	1,003,619	9,325,000
2039	133,584	133,584	735,000	1,002,169	8,590,000
2040	124,397	124,397	755,000	1,003,794	7,835,000
2041	114,488	114,488	775,000	1,003,975	7,060,000
2042	102,863	102,863	800,000	1,005,725	6,260,000
2043	92,363	92,363	820,000	1,004,725	5,440,000
2044	81,600	81,600	840,000	1,003,200	4,600,000
2045	69,000	69,000	865,000	1,003,000	3,735,000
2046	56,025	56,025	890,000	1,002,050	2,845,000
2047	42,675	42,675	920,000	1,005,350	1,925,000
2048	28,875	28,875	945,000	1,002,750	980,000
2049	14,700	14,700	980,000	1,009,400	-
TOTAL	\$3,796,526	\$3,796,526	\$17,780,001	\$25,373,053	
Estimated Interest Rate 3.45%					

WATER AND SEWER REVENUE BONDS
SERIES 2020

Fiscal Year 2024-2025	Interest Mar. 1	Interest Sept. 1	Principal Sept. 1	Total Prin.& Int.	Bond Balance
2025	41,475	41,475	710,001	792,951	2,285,000
2026	34,275	34,275	740,000	808,550	1,545,000
2027	23,175	23,175	760,000	806,350	785,000
2028	11,775	11,775	785,000	808,550	-
TOTAL	\$110,700	\$110,700	\$2,995,001	\$3,216,401	

WATER AND SEWER REVENUE BONDS

SERIES 2021

Fiscal Year 2024-2025	Interest Mar. 1	Interest Sept. 1	Principal Sept. 1	Total Prin.& Int.	Bond Balance
2025	333,531	333,531	605,000	1,272,063	24,775,000
2026	321,431	321,431	630,000	1,272,863	24,145,000
2027	305,681	305,681	660,000	1,271,363	23,485,000
2028	289,181	289,181	695,000	1,273,363	22,790,000
2029	271,806	271,806	730,000	1,273,613	22,060,000
2030	253,556	253,556	765,000	1,272,113	21,295,000
2031	234,431	234,431	805,000	1,273,863	20,490,000
2032	214,306	214,306	845,000	1,273,613	19,645,000
2033	205,856	205,856	860,000	1,271,713	18,785,000
2034	197,256	197,256	880,000	1,274,513	17,905,000
2035	188,456	188,456	895,000	1,271,913	17,010,000
2036	179,506	179,506	915,000	1,274,013	16,095,000
2037	170,356	170,356	930,000	1,270,713	15,165,000
2038	161,056	161,056	950,000	1,272,113	14,215,000
2039	151,556	151,556	970,000	1,273,113	13,245,000
2040	141,856	141,856	990,000	1,273,713	12,255,000
2041	131,956	131,956	1,010,000	1,273,913	11,245,000
2042	121,856	121,856	1,030,000	1,273,713	10,215,000
2043	111,556	111,556	1,050,000	1,273,113	9,165,000
2044	101,056	101,056	1,070,000	1,272,113	8,095,000
2045	89,688	89,688	1,095,000	1,274,375	7,000,000
2046	78,053	78,053	1,115,000	1,271,106	5,885,000
2047	66,206	66,206	1,140,000	1,272,413	4,745,000
2048	53,381	53,381	1,165,000	1,271,763	3,580,000
2049	40,275	40,275	1,165,000	1,245,550	2,415,000
2050	27,169	27,169	1,195,000	1,249,338	1,220,000
2051	13,725	13,725	1,220,000	1,247,450	-
TOTAL	\$4,454,747	\$4,454,747	\$25,380,000	\$34,289,494	

WATER AND SEWER REVENUE BONDS
SERIES 2022

Fiscal Year 2024-2025	Interest Mar. 1	Interest Sept. 1	Principal Sept. 1	Total Prin.& Int.	Bond Balance
2025	622,150	622,150	915,000	2,159,300	38,745,000
2026	603,850	603,850	950,000	2,157,700	37,795,000
2027	580,100	580,100	995,000	2,155,200	36,800,000
2028	560,200	560,200	1,035,000	2,155,400	35,765,000
2029	539,500	539,500	1,080,000	2,159,000	34,685,000
2030	517,900	517,900	1,120,000	2,155,800	33,565,000
2031	495,500	495,500	1,165,000	2,156,000	32,400,000
2032	472,200	472,200	1,210,000	2,154,400	31,190,000
2033	448,000	448,000	1,260,000	2,156,000	29,930,000
2034	435,400	435,400	1,285,000	2,155,800	28,645,000
2035	422,550	422,550	1,310,000	2,155,100	27,335,000
2036	402,900	402,900	1,350,000	2,155,800	25,985,000
2037	382,650	382,650	1,390,000	2,155,300	24,595,000
2038	361,800	361,800	1,435,000	2,158,600	23,160,000
2039	340,275	340,275	1,475,000	2,155,550	21,685,000
2040	318,150	318,150	1,520,000	2,156,300	20,165,000
2041	295,350	295,350	1,500,000	2,090,700	18,665,000
2042	272,850	272,850	1,460,000	2,005,700	17,205,000
2043	250,950	250,950	1,500,000	2,001,900	15,705,000
2044	228,450	228,450	1,545,000	2,001,900	14,160,000
2045	205,275	205,275	1,595,000	2,005,550	12,565,000
2046	181,350	181,350	1,640,000	2,002,700	10,925,000
2047	156,750	156,750	1,690,000	2,003,500	9,235,000
2048	131,400	131,400	1,740,000	2,002,800	7,495,000
2049	105,300	105,300	1,795,000	2,005,600	5,700,000
2050	78,375	78,375	1,850,000	2,006,750	3,850,000
2051	52,938	52,938	1,900,000	2,005,875	1,950,000
2052	26,813	26,813	1,950,000	2,003,625	-
TOTAL	\$9,488,925	\$9,488,925	\$39,660,000	\$56,634,225	

WATER AND SEWER REVENUE BONDS
SERIES 2023

Fiscal Year 2023-2024	Interest Mar. 1	Interest Sept. 1	Principal Sept. 1	Total Prin.& Int.	Bond Balance
2025	1,514,500	1,514,500	975,000	4,004,000	59,605,000
2026	1,490,125	1,490,125	1,030,000	4,010,250	58,575,000
2027	1,464,375	1,464,375	1,080,000	4,008,750	57,495,000
2028	1,437,375	1,437,375	1,135,000	4,009,750	56,360,000
2029	1,409,000	1,409,000	1,190,000	4,008,000	55,170,000
2030	1,379,250	1,379,250	1,245,000	4,003,500	53,925,000
2031	1,348,125	1,348,125	1,310,000	4,006,250	52,615,000
2032	1,315,375	1,315,375	1,375,000	4,005,750	51,240,000
2033	1,281,000	1,281,000	1,450,000	4,012,000	49,790,000
2034	1,244,750	1,244,750	1,515,000	4,004,500	48,275,000
2035	1,206,875	1,206,875	1,595,000	4,008,750	46,680,000
2036	1,167,000	1,167,000	1,675,000	4,009,000	45,005,000
2037	1,125,125	1,125,125	1,755,000	4,005,250	43,250,000
2038	1,081,250	1,081,250	1,845,000	4,007,500	41,405,000
2039	1,035,125	1,035,125	1,940,000	4,010,250	39,465,000
2040	986,625	986,625	2,035,000	4,008,250	37,430,000
2041	935,750	935,750	2,135,000	4,006,500	35,295,000
2042	882,375	882,375	2,240,000	4,004,750	33,055,000
2043	826,375	826,375	2,355,000	4,007,750	30,700,000
2044	767,500	767,500	2,470,000	4,005,000	28,230,000
2045	705,750	705,750	2,600,000	4,011,500	25,630,000
2046	640,750	640,750	2,730,000	4,011,500	22,900,000
2047	572,500	572,500	2,860,000	4,005,000	20,040,000
2048	501,000	501,000	3,010,000	4,012,000	17,030,000
2049	425,750	425,750	3,155,000	4,006,500	13,875,000
2050	346,875	346,875	3,220,000	3,913,750	10,655,000
2051	266,375	266,375	3,380,000	3,912,750	7,275,000
2052	181,875	181,875	3,550,000	3,913,750	3,725,000
2053	93,125	93,125	3,725,000	3,911,250	-
TOTAL	\$27,631,875	\$27,631,875	\$60,580,000	\$115,843,750	

Utilities Debt Reserve Fund (505)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2022-2023	Amended Budget 2023-2024	Projected 2023-2024	Budget 2024-2025
Debt Service Reserve	786,725	786,725	786,725	786,725
Unreserved Fund Balance	33,887	64,757	64,757	(775,986)
Beginning Fund Balance	820,612	851,482	851,482	10,739
Revenues				
Interest Earnings	30,870	18,000	9,257	18,000
Total Revenues	30,870	18,000	9,257	18,000
Expenditures				
Special Services	-	-	-	-
Total Expenditures	-	-	-	-
Transfer In	-	-	-	-
Transfer Out	-	(850,000)	(850,000)	-
Water Utilities Fund (502)	-	-	-	-
Utilities Capital Fund (503)	-	(850,000)	(850,000)	-
Debt Service Reserve	786,725	786,725	786,725	786,725
Unreserved Fund Balance	64,757	(767,243)	(775,986)	(757,986)
Ending Fund Balance	851,482	19,482	10,739	28,739



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. P-1

Date: August 28, 2024

Subject: Request that the City Council receive a presentation on the Capital Improvements Program funded by the Half Cent Sales Tax Program.

Item Reference:

The City of Tyler maintains a comprehensive Capital Improvement Projects (CIP) program that identifies capital needs for various departments within the city. This presentation will focus on those projects in the CIP program that are funded or may be funded through the Half Cent Sales Tax Program.

Each year, the Half Cent Sales Tax Board develops an annual work program and an annual budget. The annual work program includes both projects planned for the next fiscal year and those prior projects still in progress. We are currently in our 60-day review and public comment period.

RECOMMENDATION:

It is requested that the City Council receive a presentation on the Capital Improvements Program funded by the Half Cent Sales Tax Program.

Attachments:

[24-25 HCST Project Rankings Final Draft 2024-08-20](#)

Drafted/Recommended By:

Department Leader Darin Jennings, PE - City Engineer

Edited/Submitted By:

City Manager

HALF CENT SALES TAX 2024-25 Annual Work Plan				
Status	Project Type	Project Name	Estimated Cost	Notes
	IN PROGRESS			
Complete	Airport	Taxiway A (Alpha) Rehabilitation Design and Construction	\$ 693,029.00	Pending RCO
Complete	Airport	Airport Runway Painting	\$ 25,000.00	
In Progress	Airport	Airport Drainage Infrastructure Repair	\$ 111,100.00	
In Progress	Airport	Airport Rehabilitation of Passenger Boarding Bridge	\$ 100,000.00	
In Progress	Airport	Runway & Taxiway Lighting Vault Rehabilitation (Design)	\$ 13,884.00	
	Airport	Taxiway H (Hotel) Rehabilitation Design and Construction	\$ —	
Complete	Drainage	Thompson Ave. Drainage	\$ 1,413,590.00	RCO 5-14-24
In Progress	Drainage	Stagecoach Drainage	\$ 2,190,580.00	
In Progress	Drainage	Drainage Repairs and Improvements - Off System (Non TxDOT)	\$ 845,496.00	
Complete	Drainage	Drainage Repairs and Improvements - CIPP Projects	\$ 1,046,175.00	RCO 2-13-24
In Progress	Drainage	West Mud Creek Trib A (Glenwood Church of Christ at Rice Rd)	\$ 3,960,000.00	
In Progress	Drainage	Storm Drainage Improvements (Keaton Ave, West Mud Creek Trib C-1.1, De Charles St to Wynnwood Dr)	\$ 4,747,200.00	
In Progress	Drainage	Numerous Drainage Improvments	\$ 976,338.00	
Complete	Streets	Cambridge Road	\$ 9,479,576.00	RCO 2-13-24
Dropped	Streets	New Copeland Rd Additional Turn Lane	\$ —	\$3,500,000
In Progress	Streets	Pedestrian Improvements - Year 1 (ADA Transition Plan)	\$ 500,000.00	
Dropped	Streets	Neighborhood Connections - Hankerson and Tenneha	\$ —	\$1,500,000
In Progress	Traffic Signals	Railroad Inventory and Improvements Program	\$ -	
In Progress	Traffic Signals	South Tyler Mobility Study (PER)	\$ 493,411.00	
In Progress	Traffic Signals	Grande Blvd and Old Noonday Rd Traffic Signal	\$ 397,123.00	
In Progress	Traffic Signals	W Gentry Parkway at W Martin Luther King Jr Boulevard Traffic Signal Reconstruction	\$ 646,625.00	
In Progress	Traffic Signals	Traffic Signal Modernization Year 3 (\$1,500,000/yr)	\$ 1,500,000.00	
In Progress	Traffic Signals	Traffic Signal Inventory	\$ 158,000.00	
In Progress	Drainage	Douglas Blvd Drainage Study	\$ 104,758.00	
In Progress	Facilities	New IT Department Building	\$ 2,100,000.00	
In Progress	Facilities	New Municipal Court Complex - Facilities Master Plan	\$ 250,000.00	
In Progress	Streets	Settlers Landing & Centennial Blvd Extension	\$ 1,700,000.00	Settlers Landing will be renamed Bass Pro Way
In Progress	Streets	Traffic Signal - Old Jacksonville @ Capital Dr	\$ 300,000.00	
In Progress	Streets/Traffic	Retroflective Backplates & LED Signal indications @ 106 intersections	\$ 43,600.00	
In Progress	Streets/Traffic	LED Curve Warning System Shiloh Rd at Sweetbriar Lane	\$ 20,000.00	
In Progress	Streets/Traffic	Reconstruct Traffic Signal @ US 69 & Amherst	\$ 63,333.00	
In Progress	Streets/Traffic	Reconstruct Traffic Signal- (271 @ N NE Loop 323 ext)	\$ 63,333.00	
In Progress	Streets/Traffic	Reconstruct Traffic Signal - Paluxy @ Shiloh	\$ 63,333.00	
In Progress	Streets/Traffic	LED Curve Warning System Shiloh Rd	\$ 15,800.00	
		Total =	\$ 34,021,284.00	
	RECURRING PROJECTS (CURRENT)			
In Progress	Streets/Traffic	Railroad Crossing Improvements	\$ 673,000.00	
In Progress	Streets/Traffic	Annual Street Maintenance	\$ 3,700,000.00	
In Progress	Streets/Traffic	Traffic Signal Modernization Year 4 - 10 (\$1,500,000/yr)	\$ 1,555,000.00	
In Progress	Streets/Traffic	Pedestrian Improvements	\$ 500,000.00	
In Progress	Annual Crack Seal Contribution of 50%		\$ 249,560.00	Added by DD 5-15-24
		Total =	\$ 6,677,560.00	
		Total Current Projects =		\$ 40,698,844.00

Status	Project Type	Project Name	Estimated Cost	Notes
TIER 1 - 2024-25	TIER 1 - 2024-25			
	Airport	Runway & Taxiway Lighting Vault Rehabilitation (Construction)	\$ 186,000.00	To follow already approved design
	Parks	Legacy Trail Phase 3 - Design & 20% Construction Match	\$ 500,000.00	Needed for grant application
	Parks	Midtown to Downtown Trail Design Study	\$ 225,000.00	Christus Trinity Mother Francis supports a trail to Downtown
	ED Program	Three Lakes Parkway - Developer Participation	\$ 250,000.00	
	Streets/Traffic	Traffic Signal at Lake & Fleishel	\$ 450,000.00	
	Streets	Principal Arterial (as approved in the City of Tyler's adopted version of the 2021 Master Street Plan)	\$ 1.00	Required by State Law
	Fire	Fire Station #2 Demolition and Reconstruction (Design)	\$ 1,057,280.00	20% of project cost
	Streets	Minor Arterial (as approved in the City of Tyler's adopted version of the 2021 Master Street Plan)	\$ 1.00	Required by State Law
	Streets	Major Collector (as approved in the City of Tyler's adopted version of the 2021 Master Street Plan)	\$ 1.00	Required by State Law
	Streets	Minor Collector (as approved in the City of Tyler's adopted version of the 2021 Master Street Plan)	\$ 1.00	Required by State Law
	Total = \$ 2,668,284.00			
New	Drainage	Downing St Overflow Channel	\$ 175,000.00	Fund from 575 account
New	Airport	Relocation of ATC Tower	\$ 2,000,000.00	
New	Streets	Grande Boulevard and Sutherland Drive Pedestrian Improvements	\$ 410,734.00	
New	Admin.	Grant Application Contingency Fund	\$ 100,000.00	
New	Streets	New Copeland Rd PHB	\$ 85,800.00	
New	Public Safety	City of Tyler Police Training Center	\$ 1,500,000.00	
New	Streets	TWU Consent Decree Street Gap Improvements	\$ 2,000,000.00	
	Total with New Projects = \$ 8,939,818.00			
	RECURRING PROJECTS (PROPOSED)			
	Drainage	Emergency Stormwater Improvements	\$ 500,000.00	
	Streets/Traffic	Downtown Improvements - 3 Years	\$ 4,000,000.00	Updated from \$1M to \$4M per year for 3 years= \$12,000,000 total
	Total = \$ 4,500,000.00			
	Total Tier 1 Projects = \$ 16,108,102.00			
TIER 2 - 2025-27	TIER 2 - 2025-27			
	Airport	Airport Rehabilitation of Passenger Boarding Bridge	\$ 100,000.00	
	Airport	Airport Drainage Infrastructure Repair	\$ 111,100.00	
	Facilities	New Municipal Court Complex	\$ 8,625,000.00	
	Fire	Fire Station #2 Demolition and Reconstruction	\$ 4,229,120.00	Construction costs. To be on schedule with Master Plan
	Fire	Tyler Fire Training Grounds and Maintenance Center	\$ 6,942,375.00	Subtracted \$1.5 M for Police Training Facility
	Fire	Fire Station #6 Relocation (Design)	\$ 922,850.00	To be on schedule with Master Plan
	Drainage	Storm Drainage Improvements (Rockwood Dr, West Mud Creek Trib M-11)	\$ 1,815,200.00	
	Drainage	BFC Trib D-5 (Shaw St to W Dobbs St)	\$ 1,385,200.00	
	Streets	Jeff Davis Intersection Improvements	\$ 500,000.00	
	Total = \$ 24,630,845.00			
New	Drainage	9th Street Drainage Improvements	\$ 350,000.00	
New	Drainage	Persimmon Drive	\$ 1,650,000.00	
New	Streets	Cumberland Road – Intersection Improvements - (S. Tyler Mobility)	\$ 533,516.00	
New	Streets	Heritage Drive – Intersection Improvements - (S. Tyler Mobility)	\$ 593,485.00	
New	Streets	South Town Drive – Intersection Improvements - (S. Tyler Mobility)	\$ 1,070,599.00	
New	Streets	McDonald Rd at Old Omen Rd Traffic Signal Improvements	\$ 650,000.00	
	Total with New Projects = \$ 29,478,445.00			

Status	Project Type	Project Name	Estimated Cost	Notes
TIER 3	TIER 3			
	Drainage	West Mud Creek Trib C-2 (from Broadway to Fair Lane)	\$ 2,950,000.00	
	Drainage	West Mud Creek (Copeland to Easy - Behind TK Gorman)	\$ 1,750,000.00	
	Drainage	Drainage Repairs and Improvements - On System (TxDOT)	\$ 825,000.00	
	Drainage	West Mud Creek Trib M-3 (Richmond Rd to Rice Rd)	\$ 4,000,000.00	
	Drainage	Reconstruction of Channel Walls (West Mud Creek - Easy to Rickety)	\$ 150,000.00	
	Drainage	High Ave & Saunders Ave Culvert Replacement (Black Fork Creek Trib D, south of E Erwin St)	\$ 2,625,000.00	
	Drainage	Storm Drainage Improvements – Lexington and Westminster Drive	\$ 477,000.00	
	Drainage	Shackleford Creek Unnamed Trib (North Dr to Roy Rd, east of Paluxy Dr)	\$ 360,000.00	
	Fire	Fire Station #6 Relocation (Construction)	\$ 3,691,400.00	To be on schedule with Master Plan
	Parks	Woldert Park Tennis/Pickleball Court Renovation	\$ 100,000.00	
	Traffic Signals	Briarwood Intersection Improvements	\$ 280,000.00	
	Streets	Roy Road Widening (Paluxy Drive to Rhones Quarter Road)	\$ 8,300,000.00	
	Streets	Shiloh Road Improvements	\$ -	Waiting on results from Shiloh Rd PER currently underway
	Streets	Centennial Parkway Extension - Construction	\$ 8,200,000.00	
		Total =	\$ 33,708,400.00	
New	Streets	Jones Street Roadway Improvements	\$ 775,313.00	Will come down based on new information
New	Streets	Old Noonday Rd at Grande Blvd – Intersection Improvements	\$ 549,159.00	
New	Drainage	WMC Trib C-2 (S Broadway Ave to Fair Ln)	\$ 1,400,000.00	
New	Streets	Old Bullard Rd & Rice Rd Intersection Improvements	\$ 200,000.00	
		Total with New Projects =	\$ 36,632,872.00	
TIER 4	TIER 4			
	Airport	Airport Runway 13/31 Design and Construction	\$ 1,860,000.00	
	Drainage	West Mud Creek Trib C-2 (from Pollard to Copeland)		No cost estimate.
	Drainage	West Mud Creek Trib C-2.1 & C-2 (at Loftin Street)		No cost estimate.
	Drainage	Willow Creek Trib W-1 (behind Trinity Dr.)		No cost estimate.
	Drainage	Willow Creek Trib W-12 (at Front Street)		No cost estimate.
	Drainage	Bonner Avenue Drainage Improvements		No cost estimate.
	Drainage	West Mud Creek Trib C (from Camellia to Hamvasy)		No cost estimate.
	Drainage	Black Fork Creek Trib D-1.1 (from Broadway to Spring)		No cost estimate.
	Drainage	Black Fork Creek (at E. Fifth Street)	\$ 1,600,000.00	
	Drainage	BFC Trib D (N Fleishel Ave & E Line St)	\$ 2,475,000.00	
	Drainage	BFC (Golden Rd & Pinkerton St)	\$ 1,200,000.00	
	Drainage	Shackleford Creek (at Cumberland Road)	\$ 1,986,975.00	
	Drainage	West Mud Creek Trib B (at New Copeland)		No cost estimate.
	Drainage	BFC Trib D-2 Channel Repair (S Bonner to S Bois D'Arc Ave)	\$ 425,000.00	
	Drainage	WMC (Southside Park and Rose Rudman Trail Erosion)	\$ 1,188,000.00	
	Drainage	BCF Trib D- 2 Box Culvert Repair (Lake Ronel Oil on E Elm St)	\$ 1,250,000.00	
	Parks	Miracle League Ball Park	\$ 1,000,000.00	Political decision more than an engineering
	Parks	W.E. Winters Park Renovation	\$ 800,000.00	Parks has been a low priority at this time.
	Parks	Lindsey Park Drainage Study and Renovation	\$ 1,600,000.00	Parks has been a low priority at this time.
	Parks	Golden Road Park Renovation	\$ 705,000.00	Parks has been a low priority at this time.
	Parks	Hillside Park and Soccer Field Renovation	\$ 1,000,000.00	Parks has been a low priority at this time.
	Parks	Stewart Park Implementation	\$ 750,000.00	Parks has been a low priority at this time.
	Parks	Goodman LeGrand Improvments	\$ 100,000.00	Parks has been a low priority at this time.
	Streets	Patton Circle Widening (at Patton Ln)	\$ 2,900,000.00	
	Streets	Vine St. Brick Street Reconstruction	\$ 1,800,000.00	Front to W. Bryan St.
	Streets	Cumberland Road Widening (S. Broadway to Paluxy Drive)	\$ 13,000,000.00	
	Streets	Donnybrook Ave Widening (at Houston Ave.)	\$ 200,000.00	
	Streets	Brick Street Repair - Vine St.	\$ 4,200,000.00	Full project from Front to Houston including replacement of utilities
		Total =	\$ 40,039,975.00	
New	Drainage	Downing St Drainage Improvements	\$ 1,200,000.00	
New	Streets	W Cumberland Road Extension – Phase 1 (FM 2493 to CR 164)	\$ 1,919,195.00	
New	Streets	W Cumberland Road Extension – Phase 2 (CR 164 to CR 178)	\$ 22,869,996.00	
		Total with New Projects =	\$ 66,029,166.00	

Status	Project Type	Project Name	Estimated Cost	Notes
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NEW PROJECTS

Proposed Tier	Project Type	Project Name	Estimated Cost	Notes
Tier 1	Drainage	Downing St Overflow Channel	\$ 175,000.00	To be funded from 575 account
Tier 1	Airport	Relocation of ATC Tower	\$ 2,000,000.00	
Tier 1	Streets	Grande Boulevard and Sutherland Drive Pedestrian Improvements	\$ 410,734.00	
Tier 1	Admin.	Grant Application Contingency Fund	\$ 100,000.00	
Tier 1	Streets	New Copeland Rd PHB	\$ 85,800.00	
Tier 1	Public Safety	City of Tyler Police Training Center	\$ 1,500,000.00	
Tier 1	Streets	TWU Consent Decree Street Gap Improvements	\$ 2,000,000.00	
Tier 2	Drainage	9th Street Drainage Improvements	\$ 350,000.00	
Tier 2	Drainage	Persimmon Drive	\$ 1,650,000.00	
Tier 2	Streets	Cumberland Road – Intersection Improvements - (S. Tyler Mobility)	\$ 533,516.00	
Tier 2	Streets	Heritage Drive – Intersection Improvements - (S. Tyler Mobility)	\$ 593,485.00	
Tier 2	Streets	South Town Drive – Intersection Improvements - (S. Tyler Mobility)	\$ 1,070,599.00	
Tier 2	Streets	McDonald Rd at Old Omen Rd Traffic Signal Improvements	\$ 650,000.00	
Tier 3	Streets	Jones Street Roadway Improvements	\$ 775,313.00	
Tier 3	Streets	Old Noonday Rd at Grande Blvd – Intersection Improvements	\$ 549,159.00	
Tier 3	Drainage	WMC Trib C-2 (S Broadway Ave to Fair Ln)	\$ 1,400,000.00	
Tier 3	Streets	Old Bullard Rd & Rice Rd Intersection Improvements	\$ 200,000.00	
Tier 4	Drainage	Downing St Drainage Improvements	\$ 1,200,000.00	
Tier 4	Streets	W Cumberland Road Extension – Phase 1 (FM 2493 to CR 164)	\$ 1,919,195.00	
Tier 4	Streets	W Cumberland Road Extension – Phase 2 (CR 164 to CR 178)	\$ 22,869,996.00	
Total =			\$ 39,857,797.00	



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. R-1

Date: August 28, 2024

Subject: Request that the City Council consider adopting a Resolution authorizing submission of an application by the Tyler Fire Department for, and acceptance of, grant funding in the amount of \$450,000.00 through the Ben and Maytee Fisch Foundation, to be used to support the Tyler Fire Department Public Safety Bomb Team, aimed at maintaining and/or enhancing the City of Tyler's emergency preparedness and response capabilities.

Item Reference:

The Fire Department began forming a Regional Explosive Ordnance Disposal (EOD) Team approximately six years ago. Since then, we have been accredited through the FBI on 10-18-2020 as a Public Safety Bomb Team. Our response area is 16 counties in northeast Texas. Before establishing our team, requests for explosive disposal in East Texas would have been handled by an EOD team from Shreveport or Mesquite.

The Tyler EOD team specializes in the detection, identification, recovery, disarmament, and disposal of explosive devices. This includes a wide range of ordnance such as military munitions, improvised explosive devices, and chemical, biological, radiological, and nuclear (CBRN) threats. We have three Public Safety Bomb Technicians in the Tyler Fire Department. Part of their requirement was to complete a two-week hazmat technician school and a six-week Public Safety Bomb Technician course in Huntsville, Alabama. Each Technician is required to complete 288 hours of training and attend one advanced class in Huntsville per year. Every EOD technician in the United States attends this school to receive certification.

Our fully functional, full-size robot is on loan from the Mesquite Fire Department Bomb Team. This 20-year-old unit was the backup unit for Mesquite team. We anticipate that at some point, the Mesquite team will request the return of their backup unit. We are seeking a grant to fund the purchase of a new robot unit for the Tyler Fire Department. A new robot costs \$450,000, including the accessories needed to outfit the unit. Over the last four years, we have obtained numerous local and federal grants to purchase equipment for the bomb team however this is our first opportunity to apply for a grant with the capacity to purchase this valuable tool.

The Tyler Fire Department Bomb Team benefits the whole East Texas community, specifically the medical community, by identifying and rendering any suspicious packages or explosive devices found at clinics, emergency rooms, and hospitals safe. Since the inception of the TFD East Texas Bomb Team

and its proximity to the East Texas medical hub, we have been able to respond quickly to these facilities, removing or rendering the device safe, saving these facilities costly downtime and the need to reschedule surgeries due to evacuations.

RECOMMENDATION:

It is recommended that the City Council consider adopting a Resolution authorizing submission of an application by the Tyler Fire Department for, and acceptance of, grant funding in the amount of \$450,000.00 through the Ben and Maytee Fisch Foundation of Tyler, Texas, to be used to support the TFD Bomb Team, aimed at maintaining and/or enhancing the City of Tyler's emergency preparedness and response capabilities.

Attachments:

[Bomb Robot Grant resolution 2024](#)

Drafted/Recommended By:

Department Leader

David L. Coble, Fire Chief

Edited/Submitted By:

City Manager

RESOLUTION NO. R-2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AUTHORIZING SUBMISSION OF AN APPLICATION BY THE TYLER FIRE DEPARTMENT FOR, AND ACCEPTANCE OF, GRANT FUNDING IN THE AMOUNT OF \$450,000.00 THROUGH THE BEN AND MAYTEE FISCH FOUNDATION OF TYLER, TEXAS, FOR THE SUPPORT OF THE TYLER FIRE DEPARTMENT BOMB TEAM AND PROGRAMS AND PROJECTS AIMED AT MAINTAINING AND/OR ENHANCING THE CITY'S EMERGENCY PREPAREDNESS AND RESPONSE CAPABILITIES, ALONG WITH ANY GRANT AMENDMENTS CHANGING THE GRANT FUNDING LEVELS; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the Tyler Fire Department previously established a Regional Explosive Ordnance Disposal (EOD) Team; and

WHEREAS, the Tyler EOD Team specializes in the detection, identification, recovery, disarmament, and disposal of explosive devices; and

WHEREAS, the Tyler Fire Department is seeking a grant to fund the purchases of a new robot unit; and

WHEREAS, the Ben and Maytee Fisch Foundation of Tyler, Texas provides grant funding for public safety that can be used to support projects and programs aimed at maintaining and/or enhancing the City of Tyler's emergency preparedness and response capabilities; and

WHEREAS, the City Council finds that it is in the best interest of the citizens of the City of Tyler to apply for grant funding to implement a project which would be implemented upon receipt; and

WHEREAS, the City Council has established its eligibility to apply for and receive grant funding through the Ben and Maytee Fisch Foundation of Tyler; and

WHEREAS, it is considered to be in the public interest to obtain and use grant funds for the above public purpose(s); and

WHEREAS, the City Council hereby authorizes the City Manager of the City of Tyler or designee to apply for, accept, or alter the grant application on behalf of the City of Tyler; and

WHEREAS, the City Manager of the City of Tyler or designee is hereby authorized and directed to accept the grant for the described program(s) and public purpose(s), as well as any grant amendments increasing, decreasing or otherwise changing the funding levels;

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

PART 1: The City Council hereby approves submission of the grant application for the **GRANT IN THE AMOUNT OF \$450,000.00 FOR THE EXPLOSIVE ORDNANCE DISPOSAL REGIONAL RESPONSE TEAM** to the Ben and Maytee Fisch Foundation of Tyler, Texas.

PART 2: That the filing of the grant application, and all actions taken in connection therewith, by City Staff, is hereby authorized and affirmed.

PART 3: That the City Council hereby resolves and affirms that the City of Tyler has legal authority to apply for the grant and to carry out the proposed project(s).

PART 4: That the City Council hereby resolves and affirms the City of Tyler's intent to comply with all of the assurances set forth in the grant agreement and all laws, regulations, and circulars incorporated by reference in the grant agreement.

PART 5: That the City Manager of the City of Tyler or designee is hereby authorized and directed to take all actions necessary in order to accept and use the grant to fulfill the public purpose(s) described above.

PART 6: That the City Manager of the City of Tyler or designee is hereby authorized and directed to accept the grant for the described program(s) and public purpose(s), as well as any grant amendments increasing, decreasing or otherwise changing the funding levels.

PART 7: That the City Manager of the City of Tyler or designee is hereby authorized and directed to provide such additional information as may be required by the Ben and Maytee Fisch Foundation of Tyler, Texas.

PART 8: That the City Council agrees that in the event of loss or misuse of grant funds, the City will return all such grant funds to the Ben and Maytee Fisch Foundation of Tyler, Texas.

PART 9: That this Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED on this the 28th day of August, 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. M-1

Date: August 28, 2024

Subject: Request that the City Council consider reviewing and accepting the Revenue and Expenditure Report for the period ending June 30, 2024.

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 \$983,698 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 \$2,070,005 less than budgeted. Departments are projected to be 2.4% below budget to help offset the reduction in sales tax revenue.

The Water Utility Fund revenues from all sources are projected to be \$480,787 less than budgeted for the fiscal year. Water Utility's total expenditures, excluding transfers are projected to be \$2,868,091 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 \$421,675 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 \$209,780 more than budgeted.

The Airport Fund revenues from all sources, excluding transfer in from other funds, are projected to be \$246,617 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 \$139,459 less than budgeted.

The Development Services Fund revenues from all sources are projected to be \$153,040 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 \$161,150 less than budgeted.

The Hotel Occupancy Tax Fund revenues are expected to be \$94,732 less than budgeted, primarily due to Hotel Occupancy decreasing throughout the City. Expenditures are expected to be \$15,260 less than budgeted.

The Employee Benefits Fund revenues are expected to be \$157,063 more than budgeted, while expenses are expected to be \$903,317 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 June 30, 2024.

Attachments:

[Financial Statements Q3](#)

[June 30, 2024 Revenue and Expense Report Presentation.pptx](#)

Drafted/Recommended By:

Department Leader

Keidric Trimble, CFO

Edited/Submitted By:

City Manager

City of Tyler, Texas
Quarterly Revenue and Expenditure Report
For the Quarter Ended
June 30, 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	27,000,931	28,481,882	99.81%	28,534,768	28,660,582
Franchises	8,374,000	8,650,951	75.48%	11,461,879	11,571,649
Sales & Use Taxes	31,215,971	30,212,113	71.62%	42,185,725	40,921,997
Licenses & Permits	340,743	300,858	60.93%	493,739	419,261
Fines & Penalties	2,975,427	3,282,408	79.04%	4,153,000	4,262,797
Use of Money & Property	985,266	1,250,283	97.53%	1,281,985	1,506,136
Current Services	2,014,062	2,339,267	78.66%	2,974,013	2,985,356
Other Agencies	356,740	414,862	37.21%	1,114,808	1,062,188
Miscellaneous	534,428	404,699	54.97%	736,276	562,529
Total Revenues	73,797,567	75,337,323	81.06%	92,936,193	91,952,495
Expenditures					
General Government	4,843,143	6,409,112	72.31%	8,863,153	8,548,206
Police	23,942,311	26,667,923	73.77%	36,151,874	35,426,442
Police Grants	343,871	472,731	100.93%	468,382	328,433
Fire	16,514,838	18,729,124	76.08%	24,619,100	24,696,158
Fire Grants	-	345,975	71.49%	483,928	492,839
Public Services	5,221,379	5,798,065	62.93%	9,212,818	8,699,784
Parks and Recreation	2,783,589	3,264,655	63.71%	5,123,889	4,995,362
Library	1,405,197	1,538,965	70.53%	2,182,041	1,973,392
Municipal Court	1,457,321	1,506,053	62.25%	2,419,262	2,293,826
Total Expenditures	56,511,651	64,732,603	72.31%	89,524,447	87,454,442
Transfer In	-	-		-	-
Fair Plaza Fund (240)	-	-		-	-
(Transfer Out)	(2,019,960)	(3,485,360)		(4,641,993)	(6,031,992)
General Capital Projects (102)	(35,000)	(52,500)	75.00%	(70,000)	(1,250,000)
Quality Street Commitment Fund (103)	(914,931)	(1,534,266)	75.00%	(2,045,688)	(2,045,688)
Cemetery (204)	(150,000)	(243,750)	75.00%	(325,000)	(325,000)
TIF/ TIRZ #4 (217)	-	-		-	-
Transit (286)	(281,876)	(491,365)	54.60%	(900,000)	(1,110,000)
Property Facility (663)	(50,653)	(75,979)	75.00%	(101,305)	(101,304)
Productivity Fund (639)	(250,000)	(250,000)	100.00%	(250,000)	(250,000)
Technology Admin (671)	(337,500)	(337,500)	75.00%	(450,000)	(450,000)
Fleet Fund (640)	-	(500,000)	100.00%	(500,000)	(500,000)
Fair Parking Garage (240)	-	-		-	-
Rainy Day Fund (235)	-	-		-	-
Unreserved Fund Balance				2,920,080	2,926,889
Operating Reserve				13,428,667	13,118,166
Ending Fund Balance / Working Capital				\$ 16,348,747	\$ 16,045,055

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

	Actuals		Actuals		Percent of		Amended	Projected
	2022-2023		2023-2024		Budget		Budget	2023-2024
Property Taxes								
Current	\$	26,655,691	\$	28,126,195	99.72%	\$	28,204,129	\$ 28,223,296
Delinquent		155,487		146,629	101.48%		144,485	187,511
Penalty and Interest		189,753		209,058	112.30%		186,154	249,775
Total Property Taxes		27,000,931		28,481,882	99.81%		28,534,768	28,660,582
Franchises								
Power and Light		3,524,785		3,671,304	79.39%		4,624,264	4,711,304
Natural Gas		760,242		805,795	76.89%		1,047,933	1,066,795
Telephone		399,950		368,335	69.45%		530,371	492,897
Cable Television		765,673		733,858	69.44%		1,056,760	982,442
Commercial Waste Hauler		880,138		871,772	75.06%		1,161,374	1,178,873
Water and Sewer Franchise		2,043,212		2,199,886	72.34%		3,041,177	3,139,338
Total Franchises		8,374,000		8,650,951	75.48%		11,461,879	11,571,649
Sales and Use Taxes								
Sales Taxes		30,754,502		29,767,620	71.73%		41,497,196	40,296,677
Mixed Drink Taxes		443,467		427,263	65.88%		648,529	590,465
Bingo Taxes		18,001		17,230	43.07%		40,000	34,855
Total Sales and Use Taxes		31,215,971		30,212,113	71.62%		42,185,725	40,921,997
Licenses and Permits								
Parking Meters		91,747		67,097	46.04%		145,739	94,312
Wrecker Permits		3,100		2,880	67.76%		4,250	4,096
Burglar Alarms		245,896		230,881	67.91%		340,000	320,853
ROW Permits		-		-	0.00%		3,750	-
Total Licenses and Permits		340,743		300,858	60.93%		493,739	419,261
Fines & Penalties								
Moving Violations		1,542,024		1,737,160	84.33%		2,060,000	2,194,024
Tax Fees		69,264		70,809	47.84%		148,000	142,809
Arrest Fees		82,160		79,740	75.94%		105,000	105,891
Administrative Fees		59,961		65,528	72.01%		91,000	88,443
Warrant Fees		170,622		240,585	111.90%		215,000	314,491
Child Safety		106,334		97,840	75.85%		129,000	127,715
Teen Court Fines		10		20			-	20
Court Security		-		-			-	-
Miscellaneous Court		38,763		48,599	97.20%		50,000	58,827
Time Payment Fees		-		-			-	-
Special Court Fees		639,115		611,710	62.74%		975,000	830,472
Collection Firm Fees		197,486		262,076	93.60%		280,000	319,138
Court Fee - Clearing		2,422		1,720			-	1,255
Partners for Youth		-		-			-	-
Omnibase Program		27,141		32,069	118.77%		27,000	35,626
Parking Fines		28,188		24,725	47.55%		52,000	32,337
Scofflaw		4,719		3,335	27.79%		12,000	3,765
Animal Fines		7,218		6,492	72.14%		9,000	7,984
Total Fines and Penalties		2,975,427		3,282,408	79.04%		4,153,000	4,262,797
Use of Money and Property								
Glass Center Rental		20,195		21,230	60.66%		35,000	29,321
Senior Citizen Rental		2,730		2,300	46.00%		5,000	3,680
Miscellaneous Rent		28,922		38,218	98.44%		38,825	49,429
Ballfield Concessions		136		-	0.00%		2,500	-
Glass Rec Concessions		666		587	39.14%		1,500	958
Fair Plaza Non-Tenant Parking		11,274		16,310	146.15%		11,160	-
Interest Earnings		921,342		1,171,637	98.62%		1,188,000	1,422,748

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2 of 22

119

**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
Total Use of Money and Property	985,266	1,250,283	97.53%	1,281,985	1,506,136

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	8,190	11,708	58.54%	20,000	25,550
Fire Inspection	25,104	124,422	114.15%	109,000	150,871
Lot Mowing	36,338	34,203	55.94%	61,138	-
Glass Membership	53,562	53,689	82.60%	65,000	67,978
Copying Fees	13,140	11,776	78.51%	15,000	15,280
Utility Cuts	132,000	132,000	100.00%	132,000	132,000
Library Non Resident Fees	17,328	17,937	80.72%	22,222	22,707
Library Lost Books	3,010	2,581	107.54%	2,400	3,749
Library Fines	13,920	10,694	33.21%	32,200	15,524
Non Resident Internet Use	1,255	1,230	30.74%	4,000	1,668
Open Records	15,743	24,350	98.58%	24,700	29,401
Overhead Reimbursement - Fund 219	35,675	36,745	75.00%	48,993	48,992
1/2 Cent Administration Costs	137,813	295,947	86.22%	343,263	343,264
Overhead Reimbursement - Fund 502	1,049,455	1,080,938	75.00%	1,441,250	1,441,248
Overhead Reimbursement - Fund 560	129,542	200,143	75.00%	266,857	266,856
Softball Fees	2,520	3,835	171.21%	2,240	3,835
Basketball Fees	-	350	5.56%	6,300	-
Volleyball Fees	-	990	20.63%	4,800	-
Tournament Fees	-	-	-	-	-
Other Sports Fees	-	-	0.00%	5,500	-
Field Maintenance	43,246	61,105	53.53%	114,150	121,151
Recreation Classes/Events	53,515	53,498	107.00%	50,000	71,664
Faulkner Tennis Center	-	-	-	-	-
Animal Adoption Fees	13,235	13,100	43.67%	30,000	17,230
Animal Shelter Fees	9,778	3,455	19.19%	18,000	3,650
Fire Cost Recovery Fees	219,694	164,573	106.18%	155,000	202,738
Total Current Services	2,014,062	2,339,267	78.66%	2,974,013	2,985,356
Other Agencies					
State Government	29,290	45,777	217.99%	21,000	45,681
Income from Restitution	80	292	-	-	292
Auto Theft Task Force	94,260	97,855	77.66%	126,000	147,487
School Crossing Guards	-	-	0.00%	281,334	235,000
Comprehensive Traffic	32,745	38,232	80.49%	47,500	51,356
County Haz-Mat Service	3,750	3,750	62.50%	6,000	5,000
SHSP PD Grant	-	44,684	100.00%	44,685	-
Fire TCLEOSE Allocation	-	-	0.00%	1,000	-
State JAG Allocation	27,500	47,117	100.00%	47,117	47,117
COPS Grant	40,625	20,440	108.56%	18,828	-
Federal JAG Allocation	33,765	37,416	100.00%	37,416	37,416
BJA Cares	-	-	-	-	-
Police Safety OOG	94,725	-	-	-	-
AFG Grant	-	-	-	-	-
SAFER Grant	-	79,298	16.39%	483,928	492,839
Coronavirus Relief Funds	-	-	-	-	-
Total Other Agencies	356,740	414,862	37.21%	1,114,808	1,062,188
Miscellaneous					
Miscellaneous	205,417	136,288	67.05%	203,276	183,659
Unclaimed Property Revenue	13,820	7,208	36.04%	20,000	12,516
Return Checks	350	125	-	-	100
Sale of Equipment	14	-	0.00%	500	-
Junk Vehicle Revenue	584	-	-	-	-
Methane Gas Sales	305,944	257,578	51.52%	500,000	358,786
Funeral Escorts	8,300	3,500	28.00%	12,500	7,468
Total Miscellaneous	534,428	404,699	54.97%	736,276	562,529

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4 of 22

121

**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
Total General Fund Revenues	\$	73,797,567	\$ 75,337,323	81.06%	\$	92,936,193	\$ 91,952,495

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

	Actuals		Actuals		Percent of		Amended	Projected
	2022-2023		2023-2024		Budget		Budget	2023-2024
General Government								
General Government	\$	672,781	\$	653,907	63.21%	\$	1,034,506	\$ 1,016,795
Outside Agencies		296,318		216,318	76.45%		282,943	282,943
GF Non-Dept Exp		773,524		2,218,819	75.76%		2,928,935	2,840,303
Innovation and Economic Development		8,417		9,786	97.92%		9,994	9,994
Finance		1,336,841		1,407,568	74.96%		1,877,843	1,796,584
Legal		923,546		994,778	71.03%		1,400,525	1,315,309
Communications		420,576		415,660	63.96%		649,848	612,316
Human Resources		411,141		492,276	72.55%		678,559	673,962
Total General Government		4,843,143		6,409,112	72.31%		8,863,153	8,548,206
Public Safety								
Police Services		23,942,311		26,667,923	73.77%		36,151,874	35,426,442
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		155,004		179,534	90.89%		197,533	-
Auto Theft Task Force		126,001		189,617	114.01%		166,316	225,729
L.E. Education Grant		1,601		19,047	95.23%		20,000	18,171
Fire Services		16,514,838		18,729,124	76.08%		24,619,100	24,696,158
Fire SAFER Grant		-		345,975	71.49%		483,928	492,839
Total Public Safety		40,801,021		46,215,753	74.88%		61,723,284	60,943,872
Public Services								
Engineering Services		558,316		555,577	60.72%		914,929	839,142
Streets		1,966,864		2,247,675	60.97%		3,686,394	3,477,891
Traffic Operations		1,668,211		1,874,106	62.24%		3,011,207	2,884,701
Parking Garage		16,353		21,888	68.36%		32,020	-
Animal Services		1,011,636		1,098,819	70.07%		1,568,268	1,498,050
Total Public Services		5,221,379		5,798,065	62.93%		9,212,818	8,699,784
Parks & Recreation								
Administration		1,896,149		2,323,758	66.78%		3,479,918	3,474,903
Indoor Recreation		493,263		546,403	68.58%		796,795	782,092
Outdoor Recreation		149,815		167,957	46.63%		360,213	322,077
Median Maint/Arborist		244,362		226,537	46.52%		486,963	416,290
Total Parks & Recreation		2,783,589		3,264,655	63.71%		5,123,889	4,995,362
Library		1,405,197		1,538,965	70.53%		2,182,041	1,973,392
Municipal Court		1,457,321		1,506,053	62.25%		2,419,262	2,293,826
Total General Fund Expenditures	\$	56,511,651	\$	64,732,603	72.31%	\$	89,524,447	\$ 87,454,442

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	1,267,740	1,464,772	81.38%	1,799,822	1,998,986
Electrical Permits	188,588	197,354	98.68%	200,000	243,241
Plumbing Permits	130,285	102,212	70.49%	145,000	144,245
Zoning Permits	57,026	62,426	78.03%	80,000	79,243
Mechanical Permits	60,669	79,046	87.83%	90,000	105,722
Cert. of Occupancy Fees	18,600	17,650	58.83%	30,000	26,104
Local TABC Fee	22,160	3,045	20.30%	15,000	4,795
Billboard Registration	15,640	15,215	86.47%	17,595	17,810
Sign Permits	25,615	24,915	49.83%	50,000	40,197
Contractor License	40,100	41,850	104.63%	40,000	51,248
House Moving Permits	-	-		-	-
Permit Fee - Clearing	-	-		-	-
Interest Earnings	87,270	146,846	734.23%	20,000	178,405
Copying/Printing Fees	29	116		-	76
Platting Fees	52,109	63,265	79.08%	80,000	82,346
Miscellaneous Income	-	-		-	-
Contractor Testing Fees	82,047	16,039	6.42%	250,000	16,039
Subdivision Plan Review	22,000	23,000	38.33%	60,000	42,000
CLG Grant	-	-		-	-
Total Revenues	2,069,878	2,257,750	78.46%	2,877,417	3,030,457
Expenditures					
Planning and Zoning	584,818	667,159	73.08%	912,912	943,992
Building Services	968,776	1,136,832	65.01%	1,748,641	1,556,411
Total Expenditures	1,553,594	1,803,991	67.78%	2,661,553	2,500,403
Transfer Out	-	-		-	-
Productivity Fund (639)	-	-		-	-
Ending Fund Balance				2,632,355	2,946,545

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	372,749	569,690	139.77%	407,604	666,546
Charges for Current Services	35,143,158	37,139,345	67.21%	55,256,380	54,498,191
Miscellaneous Income	45,590	56,288	109.32%	51,491	69,951
Total Revenues	35,561,497	37,765,323	67.78%	55,715,475	55,234,688
Expenditures					
741 Administration	3,155,418	4,039,080	61.75%	6,540,802	5,705,515
742 Water Office	1,890,124	2,488,029	81.67%	3,046,521	3,430,394
743 Water Distribution	3,103,604	3,689,218	75.87%	4,862,310	4,733,177
744 Water Plant	5,182,536	6,086,512	56.95%	10,687,740	8,885,024
745 Waste Collection	2,293,068	2,959,060	74.49%	3,972,486	3,863,225
746 Waste Treatment	3,772,222	4,292,971	70.98%	6,047,891	5,944,949
747 Lake Tyler	599,767	690,974	49.94%	1,383,705	1,228,784
749 GIS	835,094	961,770	69.85%	1,376,946	1,332,036
1741 Purchasing	214,109	234,014	71.25%	328,442	325,085
1745 CD/CMOM (Regulatory Monitoring)	2,708,259	3,363,188	68.97%	4,876,599	4,827,112
1746 Sludge Disposal	1,020,545	1,080,896	73.77%	1,465,237	1,445,287
Total Expenditures	24,774,747	29,885,713	67.03%	44,588,679	41,720,588
Transfer In	-	-		-	-
(Transfer Out)	(8,300,601)	(9,898,033)		(13,111,721)	(13,113,462)
Economic Development Fund (208)	(131,250)	(131,250)	75.00%	(175,000)	(175,000)
Utilities Capital Fund (503)	(4,125,000)	(4,125,000)	75.00%	(5,500,000)	(5,500,000)
Productivity Fund (639)	(250,000)	(250,000)	100.00%	(250,000)	(250,000)
Property and Facility Fund (663)	(37,990)	(37,990)	75.00%	(50,653)	(50,652)
Debt Service Fund (504)	(3,418,862)	(5,016,293)	75.03%	(6,686,068)	(6,687,810)
Technology Fund (671)	(337,500)	(337,500)	75.00%	(450,000)	(450,000)
General Capital Fund (102)	-	-		-	-
Unreserved Fund Balance				10,586,218	13,401,995
Operating Reserve				6,688,302	6,258,088
Ending Fund Balance / Working Capital				\$ 17,274,520	\$ 19,660,083

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	30,083	214.88%	14,000	53,884
Barge Concession	11,097	17,887	85.18%	21,000	29,331
Interest Earnings	286,838	450,330	150.11%	300,000	511,942
Total Use of Money and Property	372,749	569,690	139.77%	407,604	666,546
Charges for Current Services					
Meter Activation	301,660	248,841	66.36%	375,000	387,730
Water Service	150,212	57,840	28.92%	200,000	126,435
Sewer Service	123,774	75,440	43.11%	175,000	126,690
Sewer Activation	10,808	8,944	55.90%	16,000	15,171
EMS Billing Fees	3,977	3,977	50.00%	7,953	7,952
Water System Fee	90,137	88,572	75.50%	117,321	120,963
Meter Set & Test Fees	10,350	15,033	93.96%	16,000	21,133
Plug Fee	9,550	1,200	22.90%	5,240	6,000
After Hrs./Additional Trip Fees	28,625	40,329	134.43%	30,000	54,779
Water Quality Fee	109,556	107,786	75.48%	142,800	147,293
Current Water Sales	17,129,433	17,851,783	64.16%	27,823,547	27,101,347
Miscellaneous Water Sales	10,863	12,075	60.37%	20,000	13,719
Old Account Collection Fees	-	-	-	-	-
Reconnect Fees	287,525	293,900	81.19%	362,000	405,800
Overhead Reimbursment from Solid Waste Fund	226,160	260,913	75.00%	347,884	347,884
Sewer Charges	14,311,033	15,045,691	66.58%	22,598,235	21,595,502
Labor & Equipment	70,210	129,639	185.20%	70,000	186,041
Water Connect Fees	193,950	177,161	65.01%	272,500	254,961
Septic Tank Dumping Fees	647,226	945,415	113.29%	834,482	1,035,455
Wholesale Water Sales	862,233	1,218,606	110.78%	1,100,000	1,781,234
Late Notice Fees	389,805	378,063	75.61%	500,000	522,319
Fire Line Charges	143,489	144,448	73.14%	197,500	194,863
Overhead Reimbursment from Storm Water Fund	32,583	33,689	75.00%	44,918	44,920
Total Charges for Current Services	35,143,158	37,139,345	67.21%	55,256,380	54,498,191
Miscellaneous					
Miscellaneous Income	18,860	25,613	84.84%	30,191	30,920
Lake Tyler East Registration	2,790	2,745	98.04%	2,800	2,745
Returned Check Fees	23,940	27,930	150.97%	18,500	36,286
Total Miscellaneous	45,590	56,288	109.32%	51,491	69,951
Total Revenues	\$ 35,561,497	\$ 37,765,323	67.78%	\$ 55,715,475	\$ 55,234,688

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	25,047	3,641	20.39%	17,859	7,520
Charges for Residential Serv.	6,740,912	7,126,613	72.49%	9,831,514	9,742,563
Charges for Commercial Serv.	3,537,919	3,578,471	69.48%	5,150,250	4,934,644
Recycle Sales	45,786	54,321	65.24%	83,259	66,743
Roll-Off	1,276,470	1,268,391	65.77%	1,928,410	1,722,970
Miscellaneous	1,263,353	1,172,245	71.96%	1,629,130	1,744,307
Total Revenues	12,889,486	13,203,682	70.83%	18,640,422	18,218,747
Expenditures					
Administration	1,269,723	1,771,097	82.09%	2,157,470	2,236,209
Residential Collection	5,900,431	6,236,567	72.77%	8,570,247	8,420,035
Commercial Collection	3,746,360	3,916,135	76.98%	5,087,275	5,368,678
Keep Tyler Beautiful	140,491	120,929	56.23%	215,043	199,545
Code Enforcement	771,095	951,259	73.83%	1,288,530	1,303,878
Total Expenditures	11,828,099	12,995,986	75.04%	17,318,565	17,528,345
(Transfer Out)	(650,327)	(969,240)	75.98%	(1,275,653)	(1,275,652)
Economic Development Fund (208)	(25,000)	(75,000)	75.00%	(100,000)	(100,000)
SW Capital Fund (562)	(362,500)	(618,750)	75.00%	(825,000)	(825,000)
Productivity Fund (639)	(50,000)	(50,000)	100.00%	(50,000)	(50,000)
Property and Facility Fund (663)	(25,327)	(37,990)	75.00%	(50,653)	(50,652)
Technology Fund (671)	(187,500)	(187,500)	75.00%	(250,000)	(250,000)
Operating Reserve				2,597,785	2,629,252
Unreserved Fund Balance				(690,194)	(1,353,115)
Ending Fund Balance / Working Capital				1,907,591	1,276,137

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

	Actuals		Actuals		Percent of	Amended		Projected
	2022-2023		2023-2024		Budget	Budget		2023-2024
Use of Money and Property								
Rent - Miscellaneous	\$	3,988	\$	7,355	201.22%	\$	3,655	\$ 9,233
Interest Earnings		21,059		(3,713)	-26.14%		14,204	(1,713)
Total Use of Money and Property		25,047		3,641	20.39%		17,859	7,520
Charges for Current Services								
Residential Sanitation Fees		6,644,336		7,069,666	73.04%		9,678,910	9,632,199
Special Pickup Revenue		96,576		56,947	37.32%		152,604	110,364
Commercial Fees		3,537,919		3,578,471	69.48%		5,150,250	4,934,644
Roll-Off Collection Fees		1,276,470		1,268,391	65.77%		1,928,410	1,722,970
Total Charges for Current Services		11,555,301		11,973,474	70.81%		16,910,174	16,400,177
Recycle Sales								
Recycle Sales		45,786		54,321	65.24%		83,259	66,743
Total Recycle Sales		45,786		54,321	65.24%		83,259	66,743
Miscellaneous Income								
Landfill Royalty Fee		624,048		646,294	72.95%		885,900	1,022,910
Miscellaneous Income		639,305		525,951	70.77%		743,230	721,397
Total Miscellaneous Income		1,263,353		1,172,245	71.96%		1,629,130	1,744,307
Total Revenues	\$	12,889,486	\$	13,203,682	70.83%	\$	18,640,422	\$ 18,218,747

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	824,360	926,038	88.76%	1,043,295	1,241,190
Current Service Charges	81,416	110,180	64.67%	170,360	147,147
Customer Facility Service Charges	70,521	100,999	101.00%	100,000	127,207
Miscellaneous Income	14,878	27,829	198.78%	14,000	31,192
Other Agencies	247,345	302,674	27.06%	1,118,372	652,674
Total Revenues	1,238,520	1,467,720		2,446,027	2,199,410
Expenditures					
Airport					
Operations	1,149,014	1,119,831	64.13%	1,746,087	1,658,299
Capital	14,000	-		-	-
Contingency	-	-	0.00%	50,000	-
Airport Total	1,163,014	1,119,831		1,796,087	1,658,299
Customer Facility					
Wash Bay Maintenance	1,178	14,127	99.48%	14,200	9,177
Wash Bay Debt Service	10,340	8,742	8.27%	105,680	109,032
Total Customer Facility	11,518	22,869		119,880	118,209
Total Expenditures	1,174,532	1,142,700		1,915,967	1,776,508
Transfer In	-	-		72,000	-
PFC (234)	-	-	0.00%	72,000	-
Transfer Out	(27,750)	(27,750)		(87,000)	(87,000)
Airport Grant Fund (525)	-	-	0.00%	(50,000)	(50,000)
Technology Fund (671)	(27,750)	(27,750)	75.00%	(37,000)	(37,000)
Productivity Fund (639)	-	-		-	-
Reserve for Construction				300	300
Reserve for Customer Facility				426,129	455,007
Unreserve Working Capital				1,229,088	1,021,052
Ending Fund Balance				\$ 1,655,517	\$ 1,476,359

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	33,750	33,750	75.00%	45,000	45,000
Airport Long-Term Parking	331,775	360,234	93.57%	385,000	496,121
Interest Earnings	16,613	37,673	941.83%	4,000	46,302
Landing Fees	29,325	31,486	78.67%	40,022	41,199
Restaurant Concessions	8,303	9,214	96.99%	9,500	12,660
FAA Building Rental	38,091	47,694	80.83%	59,005	62,047
Car Leasing Rental	225,124	250,457	83.49%	300,000	316,607
Agricultural Lease	-	-	0.00%	1,693	-
Hangar Land Lease	91,683	115,381	76.23%	151,363	157,332
HAMM	15,000	-	0.00%	15,000	15,000
Common Use Fees	11,409	13,299	87.42%	15,212	17,734
Wash Bay Fees	9,349	13,227	115.02%	11,500	16,179
Non Aviation Land Lease	13,938	13,623	227.05%	6,000	15,009
Total Use of Money and Property	824,360	926,038		1,043,295	1,241,190
Current Service Charges					
Airport Fuel Flowage	54,962	55,400	73.87%	75,000	74,182
Customer Facility Charge	70,521	100,999	101.00%	100,000	127,207
Advertising Space Fees	26,453	54,780	57.45%	95,360	72,965
Total Current Service Charges	151,937	211,179	78.11%	270,360	274,354
Miscellaneous Income					
Miscellaneous Income	12,381	25,629	232.99%	11,000	28,334
Oil Leases and Royalties	2,498	2,200	73.34%	3,000	2,858
Total Miscellaneous Income	14,878	27,829	198.78%	14,000	31,192
Other Agencies					
ARPA - Airport	88,378	302,674	27.06%	1,118,372	652,674
CRRSSA Grant	158,967	-		-	-
Total Other Agencies	247,345	302,674	27.06%	1,118,372	652,674
Total Revenues	1,238,520	1,467,720	60.00%	2,446,027	2,199,410

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	2,480,766	2,544,817	70.54%	3,607,455	3,576,816
2 % Occupancy Tax	711,841	730,396	70.73%	1,032,712	1,013,396
Interest Earnings	26,495	(1,277)	-2.84%	45,000	223
Donations	-	500,000	100.00%	500,000	500,000
Total Revenues	3,219,103	3,773,936		5,185,167	5,090,435
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	518,625	565,875	75.00%	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	8,286,769	3,335,833	89.93%	3,709,500	3,876,191
Sport Tyler Award	25,000	25,000	100.00%	25,000	25,000
Special Services	41,473	(66,706)	-102.62%	65,000	(65,638)
Parking Lot Improvement	-	-		-	-
Tournament Expenses	-	-		-	-
Contingencies	-	-	0.00%	45,500	-
Total Expenditures	9,046,821	4,038,589		4,783,900	4,768,640
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)	(1,887,500)	(2,787,350)		(3,518,600)	(3,518,600)
Tourism Fund (219)	(1,875,000)	(2,175,000)	75.00%	(2,900,000)	(2,900,000)
Debt Service Fund (302)	-	(593,600)	100.00%	(593,600)	(593,600)
Property and Facility Management (663)	(12,500)	(18,750)	75.00%	(25,000)	(25,000)
(Roof Replacement Tourism)					
Unreserved Fund Balance				1,524,020	1,130,555
Reserve (2% Tax)				(1,229,994)	(916,001)
Ending Fund Balance / Working Capital				\$ 294,026	\$ 214,554

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	49,761	23,291	30.65%	76,000	29,907
Sale of Property	-	-		-	-
Interest Earnings	175,287	273,961	210.74%	130,000	340,345
Total Revenues	225,048	297,252		206,000	370,252
Expenditures					
Downtown Property Maintenance	-	-		-	-
Special Services	-	975,000		-	-
Building Improvements	-	-		-	-
Contingencies	-	-	0.00%	100,000	-
Total Expenditures	-	975,000		100,000	-
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	\$ 8,249,609

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.				\$ 1,650,470	\$ 1,650,470
Reserved Property/Liability				550,157	550,157
Beginning Fund Balance / Working Capital				2,200,627	2,200,627
Revenues					
Distributed Interest	43,269	106,027	530.14%	20,000	125,172
Special Event Policy	1,985	7,750	1	10,500	12,050
Unemployment / Disability Premiums	86,062	85,374	75.98%	112,362	112,400
Property and Liability Premiums	1,889,007	1,798,363	100.72%	1,785,472	1,798,363
Workers Comp Premiums	1,467,874	1,632,871	83.91%	1,946,002	2,037,801
Outside Agency - ARPA Reimbursement	25,546	25,657		-	-
Total Revenues	3,513,744	3,656,043		3,874,336	4,085,786
Expenditures					
Employee Cost	145,366	159,279	77.30%	206,066	220,123
Unemployment / Disability	125,248	114,572	49.89%	229,653	229,654
Property and Liability	1,222,821	1,521,264	92.39%	1,646,542	1,645,944
Workers Comp	605,633	423,122	45.98%	920,308	620,598
Contingency	-	-	-	500,000	500,000
Total Expenditures	2,099,067	2,218,236		3,502,569	3,216,319
Transfer Out	-	-		-	-
Productivity Fund (639)	-	-		-	-
Reserved for Workers Comp.				1,929,296	2,302,571
Reserved Property/Liability				643,099	767,524
Ending Fund Balance / Working Capital				\$ 2,572,394	\$ 3,070,094

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	9,295,167	10,229,437	66.19%	15,454,138	15,209,661
Dental Benefits	297,275	299,926	70.10%	427,825	427,147
Life Insurance	150,419	200,925	96.43%	208,366	275,225
Other Benefits	3,475,824	572,199	203.30%	512,692	727,467
Interest Earnings	47,078	94,581	359.09%	26,339	112,335
Outside Agencies -Grant Reimbursement	69,735	34,588		-	34,588
Total Revenues	13,335,497	11,431,655		16,629,360	16,786,423
Expenditures					
Health Benefits	13,176,948	10,936,697	68.56%	15,952,173	15,074,360
Dental Benefits	322,761	357,810	73.97%	483,724	494,244
Life Insurance	134,981	180,891	86.89%	208,184	254,690
Other Benefits	12,216	12,374	47.24%	26,196	24,437
Affordable Care Act	-	5,905	-	6,594	-
Special Services	16,747	22,267	29.86%	74,572	44,884
Travel and Training	-	-	-	2,000	-
Benefit Analyst	109,896	66,760	42.54%	156,941	103,576
Vision Insurance	70,541	72,566	-	85,691	96,567
Total Expenditures	13,844,090	11,655,270		16,996,075	16,092,758
Transfer In	-	-		-	-
(Transfer Out)	-	-		-	-
Ending Fund Balance				\$ 2,104,171	\$ 3,164,551

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	\$ 47,078	\$ 94,581	359.09%	\$ 26,339	\$ 112,335
Employee Assistance Program	5,949	5,949	22.71%	26,196	5,949
Section 125 Forfeiture	2,115	-		-	-
Health Benefits Paid by City	7,540,855	8,420,894	65.26%	12,903,497	12,794,346
Health Benefits paid by employee	1,754,313	1,808,543	70.91%	2,550,641	2,415,315
COBRA Premiums	1,738	3,509		-	3,186
Dental Benefits paid by employees	209,678	212,347	74.58%	284,708	284,030
Dental Benefits paid by City	87,596	87,579	61.19%	143,117	143,117
Life Insurance Premiums paid by City	5,450	5,482	69.67%	7,868	7,869
Life Insurance Premiums paid by employees	144,969	195,443	97.48%	200,498	267,356
Miscellaneous Income - Rebates	318,911	462,845	115.71%	400,000	599,645
Stop loss Reimbursement	3,090,774	43,782		-	43,781
Vision Insurance	56,337	56,114	64.87%	86,496	74,906
Outside Agency - ARPA Reimbursement	69,735	34,588		-	34,588
Total Revenues	\$ 13,335,497	\$ 11,431,655	68.74%	\$ 16,629,360	\$ 16,786,423

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

	Actuals		Actuals		Percent of	Amended		Projected
	2022-2023		2023-2024		Budget	Budget		2023-2024
Benefit Analyst	\$	109,896	\$	66,760	42.54%	\$	156,941	\$ 103,576
Life Insurance Premiums		134,981		180,891	86.89%		208,184	254,690
Affordable Care Act		-		5,905	1		6,594	-
Special Services		16,747		22,267	29.86%		74,572	44,884
Travel and Training		-		-	-		2,000	-
Employee Assistance Program Fees		12,216		12,374	47.24%		26,196	24,437
Health Claim Payments		9,467,901		7,706,244	74.24%		10,380,754	10,652,514
Rx Claims		2,770,277		2,333,925	57.03%		4,092,612	3,198,318
Dental Administrative Fees		13,694		11,661	54.56%		21,372	17,516
Dental Claim		309,067		346,148	74.87%		462,352	476,728
Health Admin Fees		333,810		264,131	58.70%		450,000	385,330
Health Stop loss		604,960		632,398	61.47%		1,028,807	838,198
Vision Insurance		70,541		72,566	84.68%		85,691	96,567
Total Expenditures	\$	13,844,090	\$	11,655,270	68.58%	\$	16,996,075	\$ 16,092,758

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

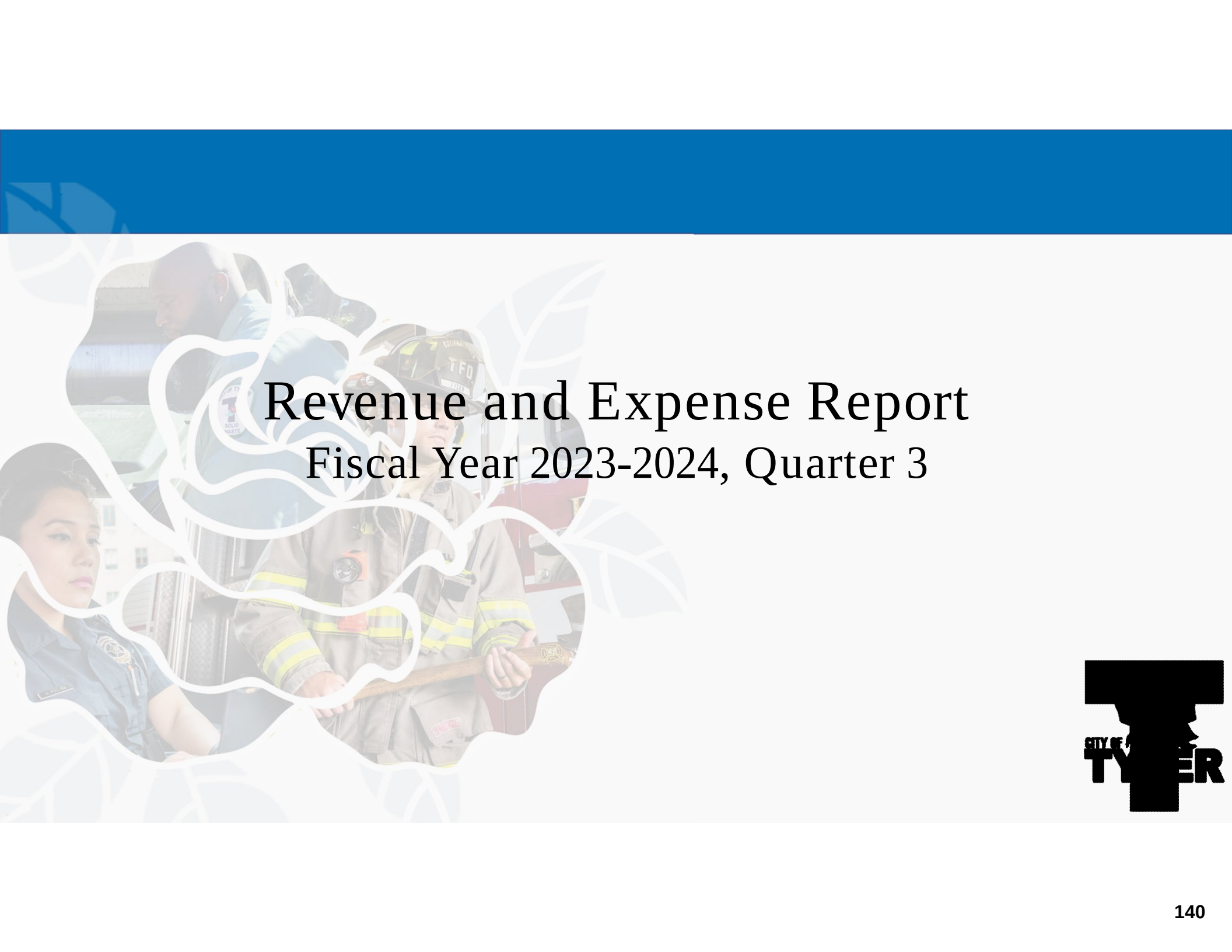
	Actuals 2022-2023	Actuals 2023-2024	Percent of Budget	Amended Budget 2023-2024	Projected 2023-2024
Beginning Fund Balance/Reserved for Commitments				\$ 78,920	\$ 78,920
Revenues					
Health Benefits	1,943,306	1,841,736	60.48%	3,045,124	2,931,996
Dental Benefits	104,304	54,641	61.83%	88,368	67,374
Interest Earnings	-	-		-	-
Total Revenues	2,047,610	1,896,377	60.52%	3,133,492	2,999,370
Expenditures					
Health Benefits	2,232,757	1,826,120	64.93%	2,812,339	2,704,332
Dental Benefits	148,794	154,321	82.32%	187,464	198,777
Life Insurance	21,122	19,986	54.65%	36,571	27,185
Special Services	14,551	16,669	52.47%	31,770	23,604
Benefit Analyst	47,098	28,612	42.54%	67,261	44,394
Affordable Care Act	-	506	36.63%	1,380	1,793
Total Expenditures	2,464,323	2,046,212	65.23%	3,136,785	3,000,085
Transfer In					
(Transfer Out)	-	-		-	-
Ending Fund Balance/Reserved for Commitments				\$ 75,627	\$ 78,205

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

	Actuals		Actuals	Percent of	Amended	Projected
	2022-2023		2023-2024	Budget	Budget	2023-2024
Interest Earnings	\$	-	\$	-	\$	-
Retiree Health Premium		204,712		203,311		246,274
Retiree Medicare Supplemental Ins Premiums		316,533		355,662		476,134
Retiree Dental Premium		104,304		54,641		88,368
PARS Trust Fund Reimbursement		1,422,062		1,282,763		2,322,716
Health Stop Loss		-		-		-
Total Revenues	\$	2,047,610	\$	1,896,377	\$	3,133,492
				3		2,999,370

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	\$ 21,122	\$ 19,986	54.65%	\$ 36,571	\$ 27,185
Benefit Analyst	47,098	28,612	42.54%	67,261	44,394
Special Services	14,551	16,669	52.47%	31,770	23,604
Medicare Supplement	732,381	773,392	79.55%	972,227	1,030,728
Health Claim Payments	1,062,744	648,580	55.25%	1,173,936	957,800
Rx Claims	327,551	290,311	61.07%	475,337	563,942
Dental Administrative Fees	7,032	6,048	68.44%	8,836	9,060
Dental Claim	141,762	148,273	83.01%	178,628	189,717
Health Admin Fees	41,056	44,576	61.00%	73,076	59,800
Health Stop loss	69,025	69,261	58.81%	117,763	92,062
Affordable Care Act	-	506	36.63%	1,380	1,793
Total Expenditures	\$ 2,464,323	\$ 2,046,212	65.23%	\$ 3,136,785	\$ 3,000,085

The background features a collage of three images: a police officer in a blue uniform, a firefighter in a tan jacket with 'TFD' on the helmet, and a woman in a blue uniform. These images are framed by white, stylized leaf-like shapes. A solid blue horizontal bar is at the top of the page.

Revenue and Expense Report

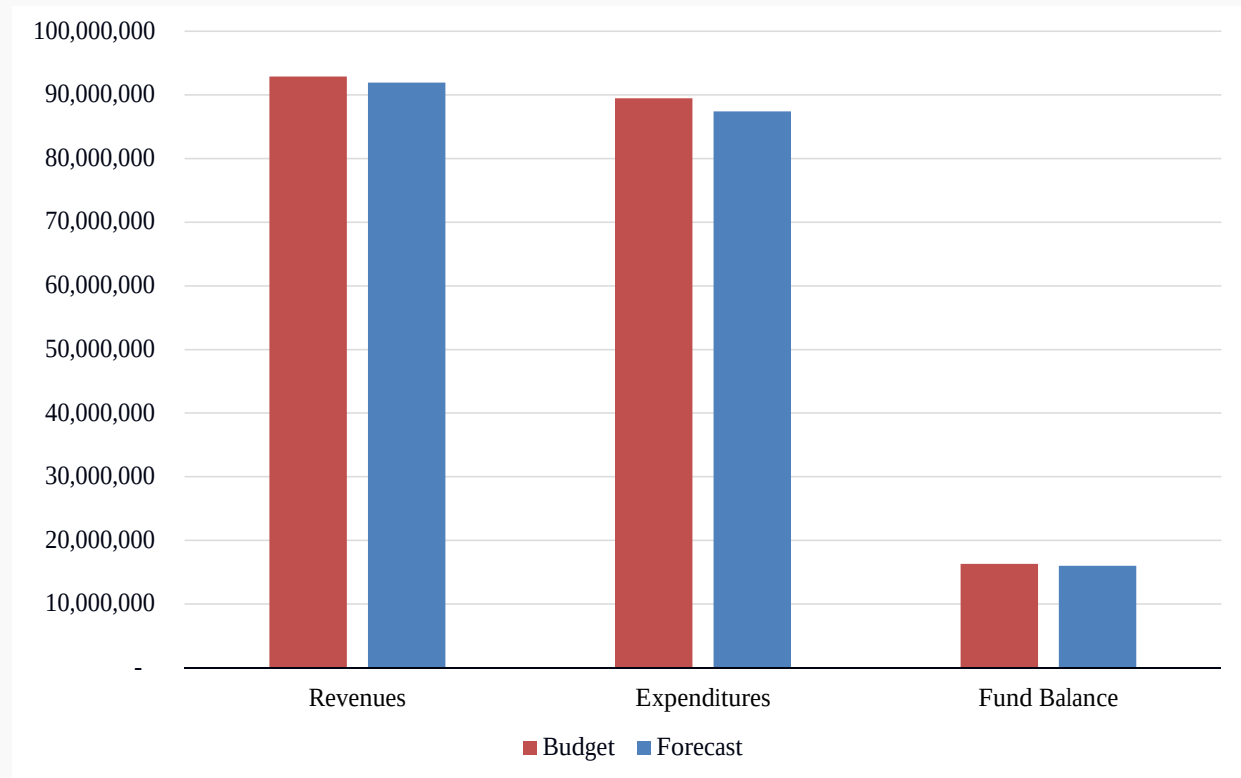
Fiscal Year 2023-2024, Quarter 3



General Fund

General Fund revenues from all sources are projected to be \$983,698 less than budgeted.

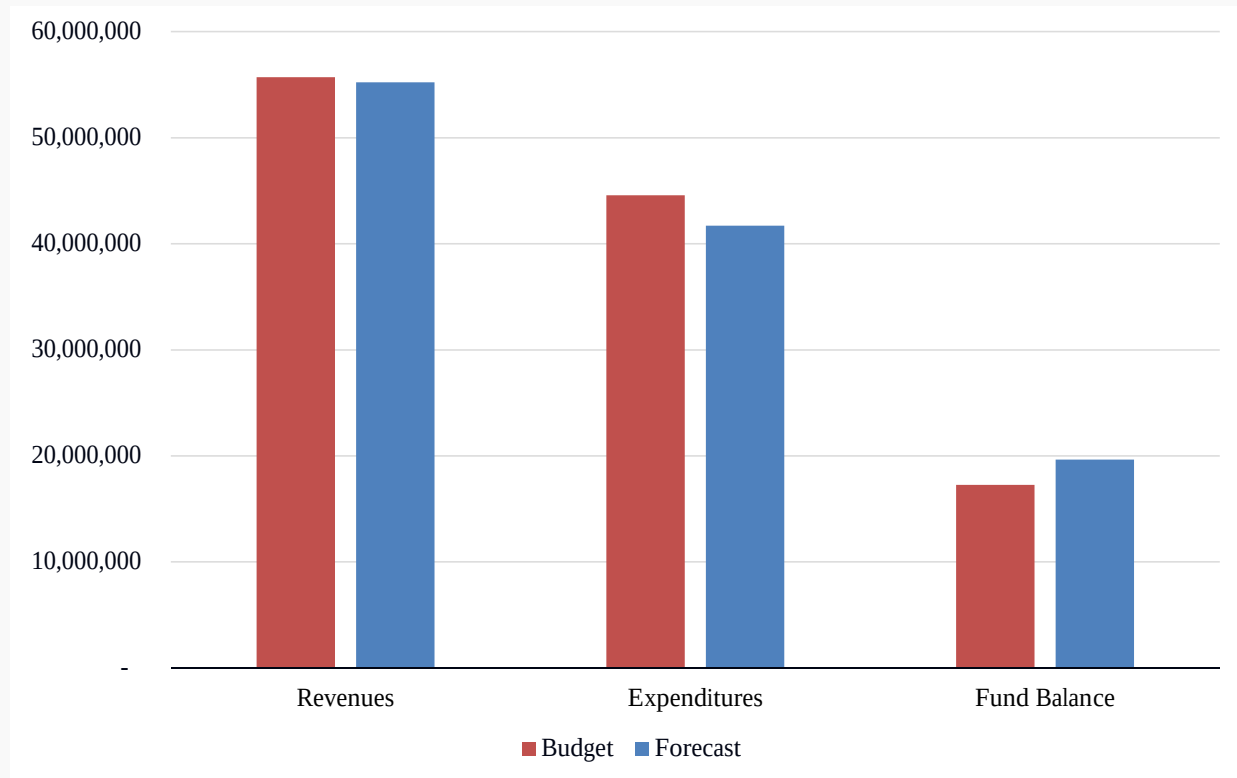
General Fund total expenditures excluding inter-fund transactions for the fiscal year are projected to be \$2,070,005 less than budgeted.



Water Utility Fund

The Water Utility Fund revenues from all sources are projected to be \$480,787 less than budgeted for the fiscal year.

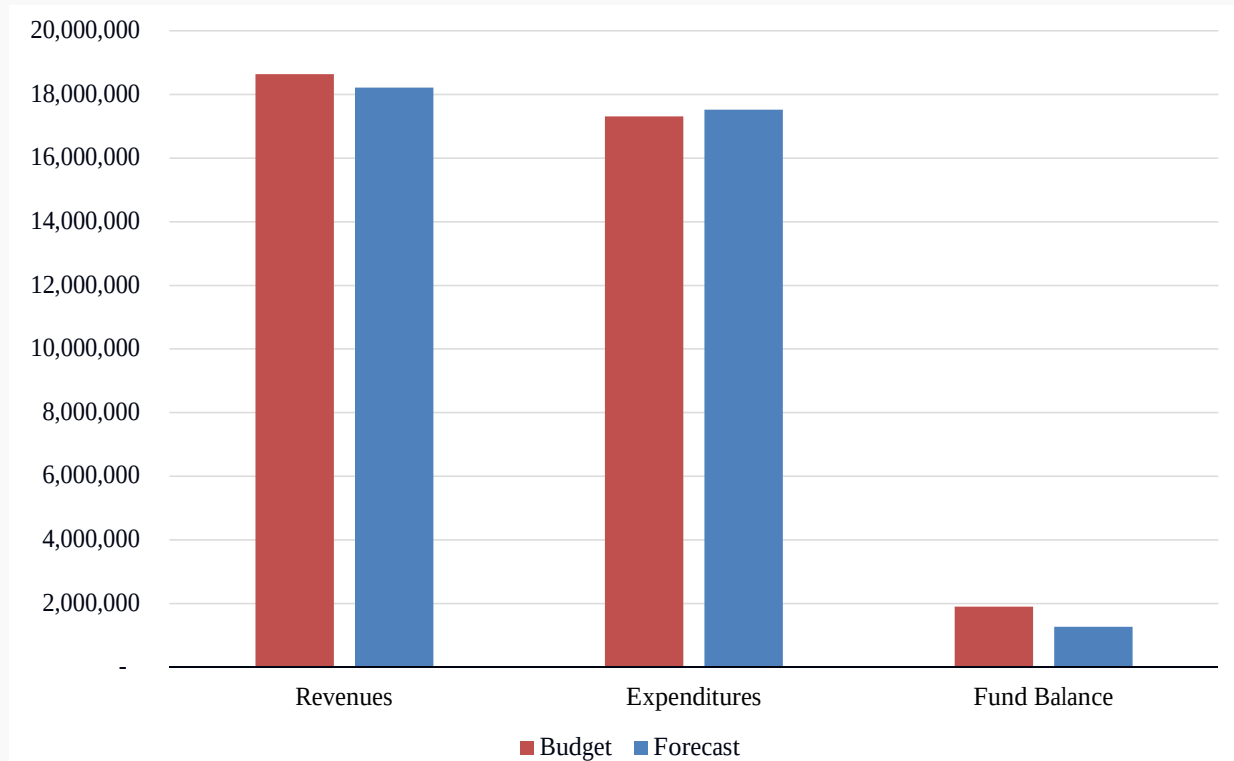
Total expenditures plus inter-fund transactions are projected to be \$2,868,091 less than budgeted.



Solid Waste Fund

The Solid Waste Fund revenues from all sources are projected to be \$421,675 less than budgeted for the fiscal year.

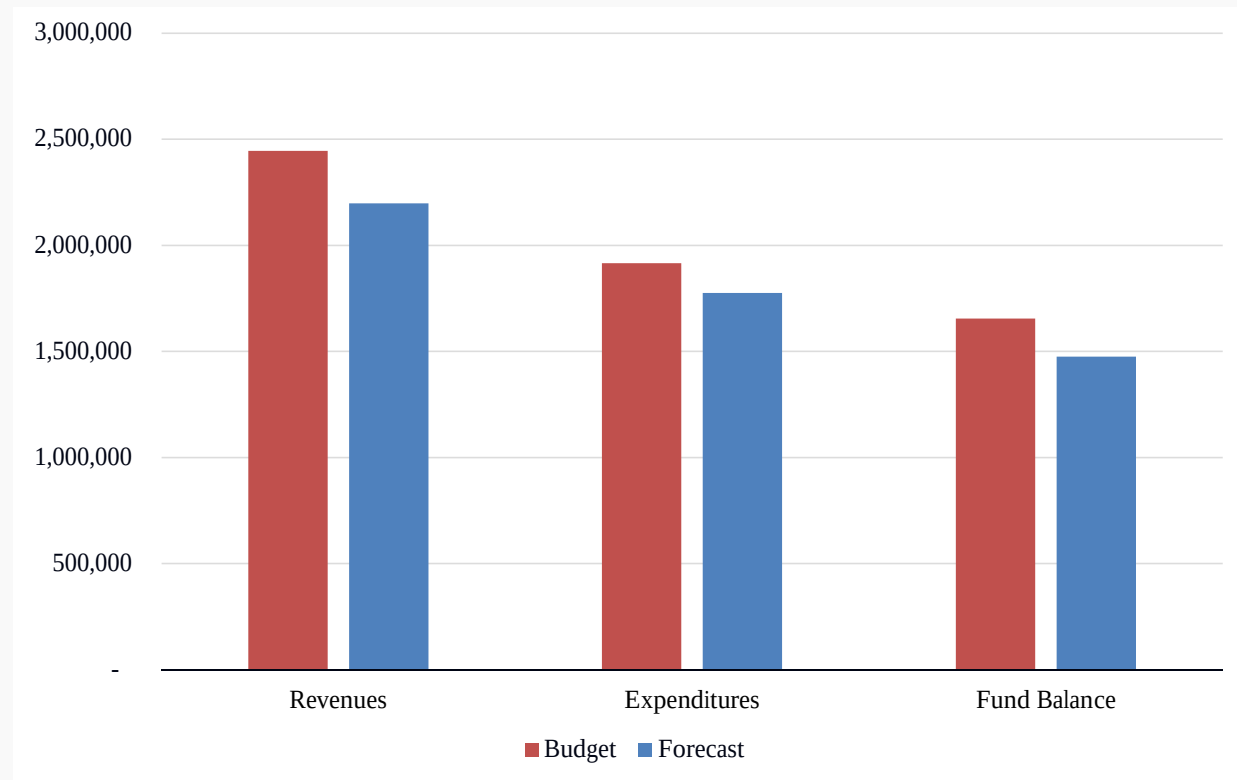
Solid Waste Fund total expenditures excluding inter-fund transactions for the fiscal year are projected to be \$209,780 greater than budgeted.



Airport Fund

The Airport Fund revenues from all sources, including transfers from other funds, are projected to be \$246,617 less than budgeted.

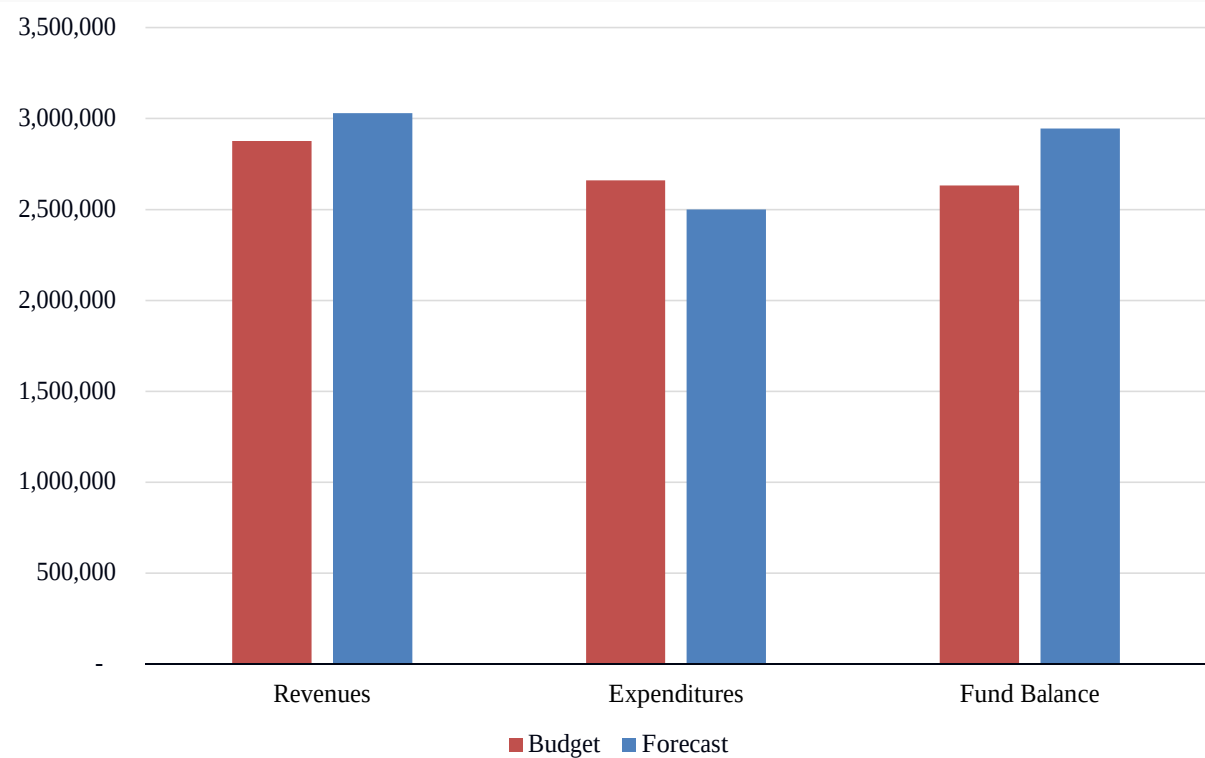
Airport Fund total expenditures plus inter-fund transactions for the fiscal year are projected to be \$139,459 less than budgeted.



Development Services Fund

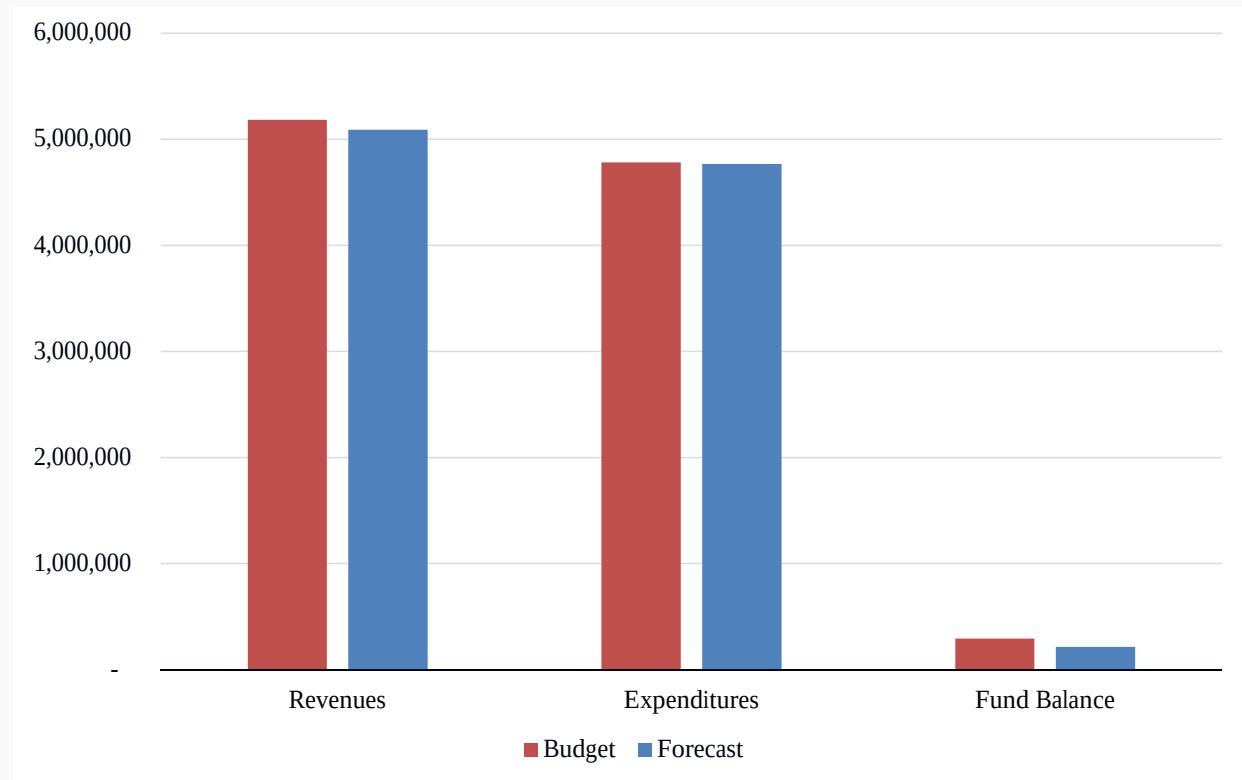
The Development Services Fund revenues from all sources are projected to be \$153,040 more than budgeted for the fiscal year.

The Development Services Fund total expenditures plus inter-fund transactions for the fiscal year are projected to be \$161,150 less than budgeted.



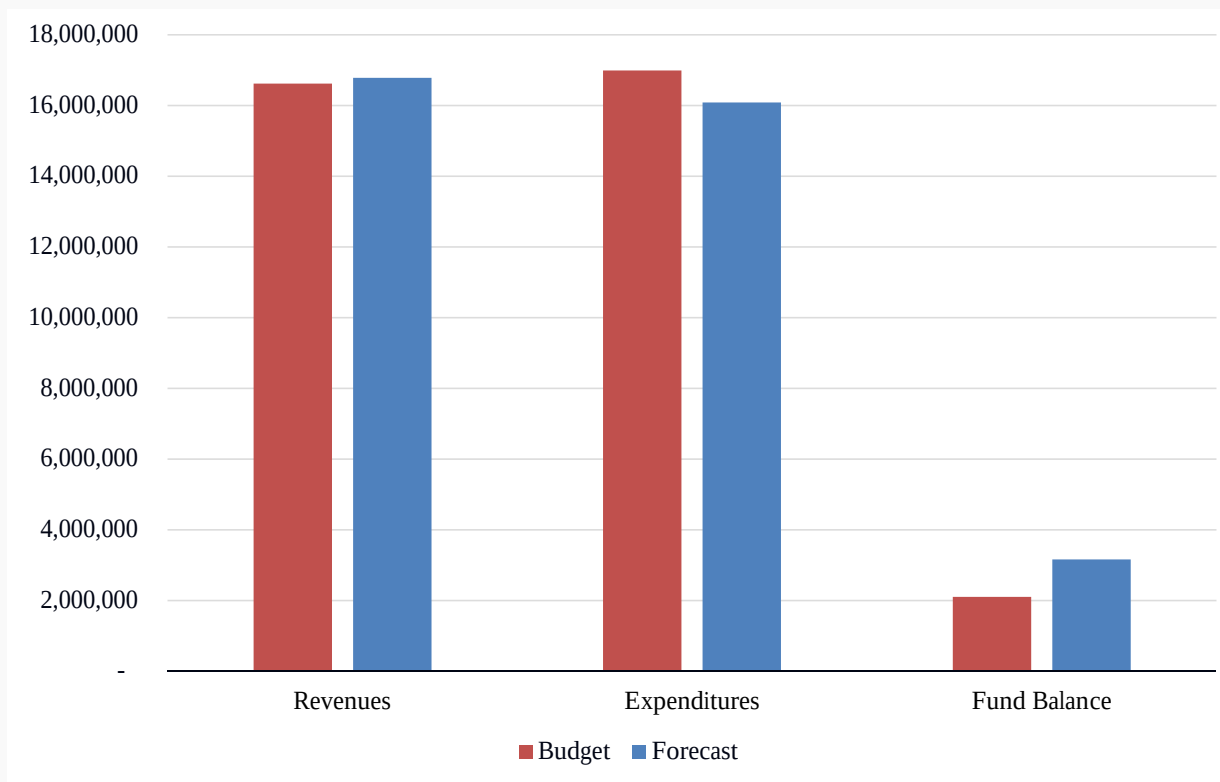
Hotel Occupancy Tax Fund

The Hotel Occupancy Tax Fund revenues are expected to be \$94,732 less than budgeted, while expenses are expected to be \$15,260 less than budgeted.



Employee Benefits Fund

The Employee Benefits Fund revenues are expected to be \$157,063 more than budgeted, while expenses are expected to be \$903,317 less than budgeted.





CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. M-2

Date: August 28, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute an Engineering Services Contract, in an amount not to exceed \$200,000, with Langan Engineering and Environmental Services, Inc. for the Private Lateral Program for Consent Decree Group 3 projects.

Item Reference: Legal Desk ID #8337

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

The scope of services with Langan Engineering, Inc. provides for engineering services for construction inspection as resident project representative (RPR), and for the design, administration, and assistance of a Private Lateral program to reduce inflow and infiltration (I/I) from private sources. Copies of said preliminary scopes of service are attached for review.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute an Engineering Services Contract, in an amount not to exceed \$200,000, with Langan Engineering and Environmental Services, Inc. for the Private Lateral Program for Consent Decree Group 3 projects.

Attachments:

[Group 3 private lateral Engineering-Architect Contract](#)

Drafted/Recommended By:

Department Leader

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

Edited/Submitted By:

City Manager



STATE OF TEXAS

§

**STANDARD FORM OF AGREEMENT
FOR PROFESSIONAL CONSULTING
SERVICES**

COUNTY OF SMITH

§

This AGREEMENT is entered into, with an Effective Date of
[insert date of last party's signature], by and between the **CITY OF TYLER**, in Smith County, Texas (OWNER), acting therein by and through its duly authorized City Manager, and **LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC.** (ENGINEER or ARCHITECT), hereinafter referred to as "E/A," for the purpose of acquiring all professional engineering and/or architectural services required for the project known as **"Group 3 Private Lateral Program"** (hereinafter called the Project).

OWNER and E/A in consideration of their mutual covenants herein agree in respect of the performance of professional engineering and/or architectural services by E/A and the payment for those services by OWNER as set forth below.

**SECTION 1—BASIC SERVICES OF
ENGINEER OR ARCHITECT**

1.1. General.

1.1.1. E/A shall provide for OWNER professional consulting services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional E/A representative for the project, providing professional engineering and/or architectural consultation and advice and furnishing customary civil services incidental thereto.

1.1.2. **If the Project is a "civil works" project, as defined by Sec. 2269.351 of Tex. Gov. Code Ann., then Exhibit "F" does NOT apply. "Civil works" projects are those related to roads, streets, bridges, utilities, water supply projects, water plants, waste water plants, water distribution and wastewater conveyance facilities, desalination projects, wharves, docks, airport runways and taxiways, storm drainage, flood control projects and transit projects.**

1.1.3. **If the Project is related to "public works" projects or construction contract affecting City-owned buildings, then this contract IS SUBJECT TO ADDITIONAL PROVISIONS FOUND IN EXHIBIT "F", which is attached and incorporated for all purposes herein. "Public Works" is defined by Tex. Gov. Code Ann., Sec. 2269.001 (6) as a contract for constructing, altering, or repairing a public building or carrying out any public work.**

1.1.4. If Exhibit "F" is applicable and there is a conflict between this Agreement and Exhibit "F", provisions in Exhibit "F" shall control.

1.2. Study and Report Phase.

After written authorization to proceed and as required by the specific services set forth in Exhibit "A", E/A shall:

1.2.1. Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.

1.2.2. Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in paragraph 3.4, and assist OWNER in obtaining such data and services.

1.2.3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

1.2.4. Provide analysis of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

1.2.5. Provide a general economic analysis of OWNER's requirements applicable to various alternatives.

1.2.6. Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the

considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to OWNER and setting forth E/A's findings and recommendations. This Report will be accompanied by E/A's opinion of probable costs for the Project, including the following which will be separately itemized: Construction Cost, allowance for E/A costs and contingencies, and (on the basis of information furnished by OWNER) allowances for such other items as charges of all consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others for OWNER pursuant to paragraphs 3.7 through 3.11, inclusive. The total of all such costs, allowances, etc. are hereinafter called "Total Project Costs".

1.2.7. Furnish multiple copies of the Study and Report documents (not to exceed six (6) copies) and review them in person with OWNER.

1.3. Preliminary Design Phase.

After written authorization to proceed and as required by the specific services set forth in Exhibit "A", E/A shall:

1.3.1. In consultation with OWNER and on the basis of the accepted Study and Report documents, determine the general scope, extent and character of the Project.

1.3.2. Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

1.3.3. Advise OWNER if additional data or services of the types described in paragraph 3.4 are necessary and assist OWNER in obtaining such data and services.

1.3.4. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Total Project Costs.

1.3.5. Furnish multiple copies of the above Preliminary Design documents and present and review them in person with OWNER, not to exceed six (6) copies.

1.3.6. Derive right-of-way (ROW) data and easement

documents as needed for the OWNER to begin land acquisition.

1.4. Final Design Phase.

After written authorization to proceed and as required by the specific services set forth in Exhibit "A", E/A shall:

1.4.1. On the basis of the accepted Preliminary Design documents and the revised opinion of probable Total Project Costs prepare for incorporation in the Contract Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications.

1.4.2. Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities.

1.4.3. Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications.

1.4.4. Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders.

1.4.5. Furnish multiple copies of the above documents and of the Drawings and Specifications and present and review them in person with OWNER, not to exceed six (6) copies.

1.5. Bidding or Negotiating Phase.

After written authorization to proceed and as required by the specific services set forth in Exhibit "A", E/A shall:

1.5.1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for each

separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.

1.5.2. Assist OWNER in issuing addenda as appropriate to interpret, clarify or expand the Bidding Documents.

1.5.3. Consult with and advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.5.4. Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.5.5. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

1.6. Construction Phase.

After written authorization to proceed and as required by the specific services set forth in Exhibit "A", E/A shall:

1.6.1. *Preconstruction Conference.* Coordinate, schedule and attend a preconstruction conference with the OWNER, other utility owners, contractors and other interested parties to determine and coordinate construction scheduling and responsibilities.

1.6.2. *Visits to Site and Observation of Construction.* In connection with observations of the work of Contractor(s) while it is in progress:

1.6.2.1. E/A shall make visits to the site at intervals appropriate to the various stages of construction as necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Based on information obtained during such visits and on such observations, E/A shall endeavor to determine in general if such work is

proceeding in accordance with the Contract Documents and E/A shall keep OWNER informed of the progress of the work.

1.6.2.2. The purpose of E/A's visits to the site will be to enable E/A to better carry out the duties and responsibilities assigned to and undertaken by E/A during the Construction Phase, and in addition, by exercise of E/A's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, E/A shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall E/A have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction elected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, E/A can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

1.6.3. *Interpretations and Clarifications.* E/A shall issue necessary interpretations and clarifications of the Contract Documents as requested by the OWNER.

1.6.4. *Subsurface Exploration.* Coordinate core borings, probing or subsurface explorations, issue orders for necessary laboratory tests and inspect samples or materials submitted for laboratory testing.

1.6.5. *Shop Drawings.* E/A shall review and approve (or take other appropriate action in respect of) samples, catalog data, shop drawings other data which Contractor(s) is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident

thereto.

1.6.6. *Substitutes.* E/A shall evaluate the acceptability of substitute materials and equipment proposed by Contractor(s) and make recommendations to OWNER, subject to the provisions of paragraph 2.2.2.

1.6.7. *Tests.* E/A shall verify that tests, including equipment and start-up, which are required by the specifications and contract documents, are conducted and that the Contractor maintains adequate records thereof and shall observe, record and report to the OWNER appropriate details relative to the test procedures and start-ups.

1.6.8. *Applications for Payment.* Based on his on-site observations as an experienced and qualified design professional and on his review of the Contractors' applications for payment, determine the amount owing to the Contractor(s) and recommend in writing payment to the Contractor(s) in such amounts; such recommendations of payment to constitute a representation to the OWNER, based on such applications, that the work has progressed to the point indicated and that, to the best of his knowledge, work is in accordance with the plans, specifications and contract documents, subject to the specifications and contract documents and any qualifications stated in his approval.

1.6.9. *Final Inspection.* Conduct, in company with the OWNER'S representative, a final inspection of the Project for conformance with the design concept of the Project and compliance with the plans, specifications and contract documents, and recommend in writing final payment to the Contractor.

1.6.10. *Disputes between OWNER and Contractor.* E/A shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work performed thereunder. E/A shall also make recommendations to OWNER on all claims of Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. OWNER has the final decision with regard to such disputes.

1.6.11. *Limitation of Responsibilities.* E/A shall not be responsible to OWNER for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or

supplier's agents or employees or any other persons (except E/A's own employees and agents) whether at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.6.1. through 1.6.11 inclusive, shall be construed to release E/A from liability for failure to properly perform duties and responsibilities assumed by E/A in the Contract Documents.

1.7. Operational Phase.

After written authorization to proceed and as required by the specific services set forth in Exhibit "A", E/A shall:

1.7.1. In company with OWNER, visit the Project to observe any apparent defects in the completed construction, assist OWNER in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

1.7.2. Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to E/A and furnish one (1) set of the revised reproducible drawings and one set of drawings in PDF format to the Owner.

SECTION 2—ADDITIONAL SERVICES OF E/A

2.1. Services Requiring Authorization in Advance.

If authorized in writing by OWNER, E/A shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1. through 2.1.13. inclusive. These services are not included as part of Basic Services except to the extent provided otherwise in this Agreement; these will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.

2.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other cause beyond E/A's control.

2.1.4. Providing renderings or models for OWNER's use.

2.1.5. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

2.1.6. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7. Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical, and electrical engineering and customary architectural design incidental thereto); and providing data or services of the types described in paragraph 3.4 when OWNER employs E/A to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.4.

2.1.8. Services during out-of-town travel required of E/A other than visits to the site or OWNER's office as required by Section 1.

2.1.9. Assistance in connection with bid protest, rebidding, or renegotiating contracts for construction, materials, equipment or services when E/A did not create or contribute to the event or situation requiring said assistance, rebidding, renegotiating, materials, equipment, or services.

2.1.10. Providing any type of property surveys or related engineering or architectural services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.11. Preparation of operating, maintenance and staffing manuals to supplement Basic Services under paragraph 1.7.

2.1.12. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project unless E/A created or contributed to the cause of the litigation.

2.1.13. Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Section 3, and services not otherwise provided for in this Agreement.

2.2. Required Additional Services.

When required by the Contract Documents in circumstances beyond E/A's control, E/A shall furnish or obtain from others, as circumstances require during construction and with specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1 through 2.2.6, inclusive. These services are not included as part of Basic Services. E/A shall advise OWNER promptly before starting any of the following additional services which will be paid for by OWNER as indicated in Section 5.

2.2.1. Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

2.2.2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services

after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.2.3. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.2.4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any Contractor.

2.2.5. Services (other than Basic Services during the Operations Phase) in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.

2.2.6. Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

SECTION 3—OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of E/A:

3.1. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to E/A's services for the Project.

3.2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.3. Assist E/A by placing at E/A's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.4. Furnish to E/A, as required for performance of E/A's Basic Services (except to the extent provided otherwise in this Agreement) the following:

3.4.1. data prepared by or resulting from the services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

3.4.2. appropriate professional interpretations of all of the foregoing;

3.4.3. environmental assessment and impact statements;

3.4.4. property, boundary, easement, right-of-way, topographic and utility surveys, to the extent required by E/A, and only if not required to be performed by E/A as set out in E/A's Proposal;

3.4.5. property descriptions;

3.4.6. zoning, deed and other land use restrictions;

all of which E/A may use and rely upon in performing services under this Agreement.

3.5. Provide engineering surveys to establish reference points for construction (unless required to be performed by E/A as Basic Services under E/A's Proposal) to enable Contractor(s) to proceed with the layout of the work.

3.6. Arrange for access to and make all provisions for E/A to enter upon public and private property as required for E/A to perform services under this Agreement.

3.7. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by E/A, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of E/A.

3.8. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, unless required to be performed by E/A as Basic Services under this Agreement.

3.9. Provide such accounting, independent cost estimating and insurance counseling services as may, in the judgement of the OWNER, be required for the Project, such legal services as OWNER may require or E/A may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

3.10 If OWNER designates a person to represent OWNER at the site who is not E/A or E/A's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of E/A and the Resident Project Representative (and any assistants) will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

3.11. If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

3.12. Furnish to E/A data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.7 through 3.11, inclusive) so that E/A may make the necessary findings to support opinions of probable Total Project Costs.

3.13. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

3.14. Give prompt written notice to E/A whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of E/A's services, or any defect or non-conformance in the work of any Contractor.

3.15. Furnish, or direct E/A to provide, Additional Services as stipulated in paragraph 2.1 of this Agreement or other services as required.

3.16. E/A shall not be obligated to bear any of the costs of compliance with this Section 3.

SECTION 4—PERIODS OF SERVICE

4.1. The services provided by the E/A and the various rates of compensation for E/A's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Operational Phase. E/A's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction and initial operation of the Project including extra work and required extensions thereto. If in Section 8 of this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such dates are exceeded through no fault of E/A, all rates, measures and amounts of compensation provided herein may be subject to equitable adjustment.

4.2. A schedule for completion of each phase of the project is provided in Exhibit "B". If the E/A determines or reasonably anticipates that the project, (or any of its phases), cannot be completed before the specified completion date, the E/A shall submit a revised schedule to the OWNER for approval.

SECTION 5—PAYMENTS TO ENGINEER AND/OR ARCHITECT CONSULTANT

5.1. Methods of Payment for Services and Expenses of E/A.

For design, construction plan preparation, construction document preparation (including bid proposal, specifications, construction contract), and all other services to be rendered by E/A hereunder, as the same are set out in the attached Exhibit "A", and as further set out in these contractual documents, save and except for specified special and additional services, OWNER shall pay to E/A the following fee in accordance with the fee summary and schedule of hourly rates set forth in attached Exhibit "C":

- Base Fee,	=	<u>\$152,000</u>
Not-to-Exceed		
- Hourly/Reimbursable	=	<u>\$58,000</u>
Expenses		
- Total Contract Price	=	\$210,000

For additional services authorized by OWNER in accordance with Section 2 of this Agreement, OWNER shall pay in accordance with the schedule of hourly rates set forth in attached Exhibit "C".

5.2. Times of Payment.

E/A shall submit clear and detailed monthly statements for the services rendered and for the expenses and hourly costs incurred. 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 OWNER.

SECTION 6—CONSTRUCTION COST AND OPINIONS OF COST

6.1. Construction Cost.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by E/A, but it will not include E/A's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Section 3, as applicable. [Construction Cost is one of the items comprising Total Project Costs which is defined in paragraph 1.2.6.]

6.2. Opinions of Cost.

It is understood by the Parties that E/A has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Therefore, E/A's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of E/A's experience and qualifications and represent E/A's best judgment as an experienced and qualified professional E/A, familiar with the construction industry; but E/A cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by E/A. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Total Project or Construction Costs,

OWNER shall employ an independent cost estimator as provided in paragraph 3.9.

SECTION 7—GENERAL CONSIDERATIONS

7.1. Termination.

7.1.1. During the construction phase of the Project, and except as provided under **Exhibit F-Procedure for Correcting Construction Defects** which is applicable when the construction is to a City-owned building or other public work, this Agreement may be terminated by either party hereto, with or without cause, upon a minimum of thirty (30) calendar days written notice thereof. It is understood that immediately upon receipt of said notice all work and labor being performed under this Agreement shall cease immediately. Before the end of the minimum thirty (30) calendar day period following receipt of said notice, the E/A shall invoice the OWNER for all work completed. The E/A shall be compensated in accordance with the terms of this Agreement for all work accomplished and approved by the OWNER up to the date of termination.

7.1.2 The termination requirements in Sec. 7.1.1 shall be applicable to civil works construction projects but shall not be applicable to construction contracts related to City-owned buildings and other public works unless and until *after* the procedures are followed as outlined in Exhibit "F" to identify and correct construction defects.

7.1.3 During the design phase of the Project, this Agreement may be terminated by either party hereto, with or without cause, upon a minimum of thirty (30) calendar days written notice thereof. It is understood that immediately upon receipt of said notice all work and labor being performed under this Agreement shall cease immediately. Before the end of the minimum thirty (30) calendar day period following receipt of said notice, the E/A shall invoice the OWNER for all work completed. The E/A shall be compensated in accordance with the terms of this Agreement for all work accomplished and approved by the OWNER up to the date of termination.

7.2. Reuse of Documents.

The E/A's Instruments of Service (including but not limited to plans, field surveys, maps, cross sections, drawings, specifications, calculations and other data related to the Project) are and shall remain the property of the E/A until payment of the E/A in full.

Upon payment of the E/A in full, said E/A's Instruments of Service shall pass to and become the property of the OWNER without restriction as to their subsequent uses. E/A acknowledges that OWNER is a governmental entity and that all Instruments of Service in respect of the Project, upon completion of the Project, shall thereafter be subject to the Texas Public Information Act (Texas Government Code Chapter 552) and any other applicable laws requiring public disclosure of the information contained in said documents. In the event that a valid Public Information Request is received prior to completion of the Project and payment of the E/A in full, OWNER shall work with the E/A to protect any information deemed to be confidential by seeking an Opinion from the Texas Attorney General as allowed by State law.

7.3. Insurance.

7.3.1. The E/A agrees, at its sole expense, to maintain on a primary basis during the life of this Contract and the performance of Work hereunder, insurance coverage, limits, and endorsements required herein, unless otherwise noted. Insurance required by this contract for the OWNER as additional insured shall be primary insurance and not contributing with any other insurance available to OWNER.

7.3.2 The E/A agrees to provide evidence of the following coverage's at execution of contract:

- **Commercial General Liability:** E/A agrees to maintain Commercial General Liability at a limit of liability not less than one million dollars (\$1,000,000) Each Occurrence, two million dollars (\$2,000,000) General Aggregate per project. E/A agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Products - Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage (X = Explosion Hazard; C = Collapse Hazard; U = Underground Damage), Contractual Liability or Cross Liability. The E/A agrees any Self-Insured-Retention or deductible shall not exceed twenty-five thousand dollars (\$25,000).
- **Business Automobile Liability:** E/A agrees to maintain Business Automobile Liability at a limit of liability not less than one million dollars (\$1,000,000) Each Occurrence. Coverage shall include bodily injury and property damage liability arising out of the operation, maintenance and use of Any Auto, or All Owned Autos, and Hired Autos, and Non-Owned automobiles. In the event E/A does not own automobiles, E/A agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- **Professional Errors and Omissions Liability:** E/A agrees to maintain Professional Errors and Omissions Liability at a limit of liability not less than one million dollars (\$1,000,000) Each Claim, two million dollars (\$2,000,000) Annual Aggregate. The E/A agrees the policy shall include a minimum three (3) year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of the Agreement, or the performance of services hereunder. The E/A agrees the Self-Insured-Retention shall not exceed twenty-five thousand dollars (\$25,000). This coverage may be provided on a Per-Project Basis.
- **Pollution Liability Insurance** (if required by a City Operational Department): If a City Operational Department requires Pollution Liability coverage, the E/A agrees to maintain Pollution Liability Insurance at a limit of liability not less than one million dollars (\$1,000,000) Each Claim, two million dollars (\$2,000,000) Annual Aggregate.
- **Commercial Umbrella / Excess Liability:** E/A agrees to maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than five million dollars (\$5,000,000) Each Occurrence, five million dollars (\$5,000,000) General Aggregate. The E/A agrees to endorse the OWNER as an "Additional Insured" on the Commercial Umbrella/Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the OWNER is automatically defined as an Additional Protected Person. The E/A agrees any Self-Insured-Retention or deductible shall not exceed twenty-five thousand dollars (\$25,000).
- **Worker's Compensation and Employer's Liability:** The E/A agrees to maintain its own Workers' Compensation Insurance pursuant to statutory limits. See TEX. LAB. CODE ANN. Title 5, Subtitle A, Chapter 401; TEX. ADMIN CODE, Title 28, Part 2. (NOTE: Elective exemptions or coverage through an employee

leasing arrangement will NOT satisfy this requirement).

The E/A agrees to maintain its own Employer's Liability Insurance at a limit of liability not less than one million dollars (\$1,000,000) Bodily Injury by Accident, one million dollars (\$1,000,000) Bodily Injury by Disease Each Occurrence, one million dollars (\$1,000,000) Bodily Injury by Disease Aggregate Limit.

See Exhibit "D" Certificate(s) of Insurance and Endorsements for a chart and checklist providing a summary and overview of the insurance requirements.

7.3.3 In the event the E/A performs any site work, then all the insurance required herein will need to be evidenced prior to commencement of said site work.

7.3.4. The E/A agrees the insurance requirements herein as well as OWNER'S review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the E/A under this Agreement.

7.4. Additional Insured Endorsements.

7.4.1 The E/A agrees to endorse the OWNER as an "Additional Insured" on the Commercial General Liability. E/A shall choose one of the three Endorsement Options stated below. All Endorsements shall be in the form required. All pages of the Endorsement(s) shall be attached.

The form of the endorsement(s) shall be:

Option 1:

CG 20 10 10 01
Additional Insured - Owners, Lessees, or Contractor – Scheduled Person or Organization

AND, the additional endorsement of

CG 20 37 07 04
Additional Insured – Owners, Lessees, or Contractors – Completed Operations
shall be required to provide back coverage for the E/A's "your work" as defined in the policy and liability arising out of the products-completed operations hazard.

Option 2:

CG 20 10 07 04
Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization

AND, the additional endorsement of

CG 20 37 07 04
Additional Insured – Owners, Lessees, or Contractors – Completed Operations

shall be required to provide back coverage for the E/A's "your work" as defined in the policy and liability arising out of the products-completed operations hazard.

Option 3:

GA 4113 11 99
Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization – Your Work

AND, the additional endorsement of

GA 233 02 07
Contractors' Commercial General Liability Broadened – with coverage for Completed Operations in conformance to specific written contract

E/A shall attach actual copies of the endorsements.

7.4.2 Additionally, E/A agrees to endorse the OWNER as an "Additional Insured" under the Commercial Umbrella / Excess Liability and the Pollution Liability Insurance, if required, as also provided herein.

7.4.3 The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Tyler."

7.5. Deductibles, Coinsurance Penalties and Self-Insured Retention.

E/A agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the

amounts stated herein that are acceptable to OWNER, the E/A agrees, when requested by OWNER, to maintain a Commercial Surety Bond in an amount equal to said deductible amount.

7.6. Waiver of Subrogation.

E/A agrees by entering into this written Agreement to a Waiver of Subrogation in favor of the OWNER for each required policy providing coverage during the life of this Agreement. E/A agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement and provide such endorsement to OWNER. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement, or voids coverage should the E/A enter into such an agreement on a pre-loss basis.

7.7. Subconsultants' Insurance.

In the event any work is sublet, the E/A shall require its subconsultants to similarly provide the same coverage as the E/A, and shall acquire evidence of such coverage on behalf of the OWNER.

7.8. Insurance Effective Until Completion.

Insurance coverage, limits, and endorsements required herein shall remain in full force and effect on all phases of the work, whether or not the work is occupied or utilized by the OWNER, until all work under the Agreement is completed and has been accepted by the OWNER.

7.9. Right to Revise or Reject Insurance.

7.9.1 E/A agrees the OWNER reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverage and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage.

7.9.2 Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's Office in the OWNER'S Legal Department for their adequacy as to form, content, form of protection, and

providing company. Additionally, the OWNER reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due of its poor financial condition or failure to operate legally in the State of Texas. In such events, OWNER shall provide E/A written notice of such revisions or rejections.

7.10. Certificate of Insurance.

7.10.1 Before commencement of any work, the E/A agrees to provide OWNER with **Certificate(s) of Insurance and Endorsements** that clearly evidence that E/A's insurance contains the minimum coverages, limits, and endorsement requirements set forth herein, and which shall be attached as Exhibit "D" of this Agreement. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate(s) of Insurance. In the event the OWNER is notified that a required insurance coverage will cancel or expire during the period of this Agreement, the E/A agrees to furnish OWNER prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by OWNER, the E/A agrees to not continue Work pursuant to this Agreement, unless all required insurance remains in effect.

7.10.2 The OWNER shall have the right, but not the obligation, of prohibiting E/A from entering the Work site until a new Certificate of Insurance is provided to the OWNER evidencing the replacement coverage. The E/A agrees the OWNER reserves the right to withhold payment to E/A until evidence of reinstated or replacement coverage is provided to the OWNER. If the E/A fails to maintain the insurance as set forth herein, the E/A agrees the OWNER shall have the right, but not the obligation, to purchase replacement insurance, which the E/A agrees to reimburse any premiums or expenses incurred by the OWNER.

7.10.3 Such insurance shall remain in full force and effect on all phases of the work, whether or not the work is occupied or utilized by the OWNER, until all work under the Agreement is completed and has been accepted by the OWNER.

7.11. Insurance - No Limit on Obligation to Pay.

Nothing contained in the insurance requirements shall be construed as limiting the extent of the E/A's responsibility for payment of damages resulting from

his operations.

7.12. Non-compliance; Breach.

The E/A's failure to comply with any of the provisions of paragraphs 7.3 through 7.11, inclusive, is a breach of contract by the E/A which entitles the OWNER to declare the contract void if the E/A does not remedy the breach within ten days after receipt of notice of breach from the OWNER.

7.13. Indemnity.

E/A AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER, OWNER'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST LIABILITY FOR LIENS, DEMANDS, AND DAMAGES FOR INJURIES TO PERSONS INCLUDING DEATH, PROPERTY DAMAGE INCLUDING LOSS OF USE, AND EXPENSES, INCLUDING REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES IN PROPORTION TO E/A'S LIABILITY, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT TO THE EXTENT CAUSED BY THE NEGLIGENT OR INTENTIONAL TORTIOUS ACTS OR OMISSIONS OF E/A, E/A'S SUBCONSULTANTS, AGENTS, OR ANYONE FOR WHOSE ACTS THE E/A OR SUBCONSULTANT MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIMS OR DAMAGES OCCURRED ON PROPERTY BELONGING TO THE OWNER. THE E/A'S INDEMNIFICATION OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

7.14. Certificate of Interested Parties.

In accordance with Texas Gov't Code Sec. 2252.908, for certain contracts entered into on or after January 1, 2016, E/A must submit a Certificate of Interested Parties (Form 1295) at the time the E/A submits the signed contract to the OWNER. This applies only to contracts with a value greater than \$25,000 or that otherwise require City Council approval. If required, the Certificate of Interested Parties (Form 1295) shall be attached as Exhibit "E".

7.15. Controlling Law.

This Agreement is to be governed by the law of the state of Texas. Venue for any action arising hereunder shall lie exclusively in Smith County, Texas for actions in state court and in the Eastern District of

Texas, Tyler Division, for actions in federal court. This provision shall supersede any other references in the Agreement.

If this Project includes construction activities to City-owned buildings or other public works, Exhibit "F" provisions shall be applicable.

7.16. Successors and Assigns.

7.16.1. OWNER and E/A each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and E/A (and to the extent permitted by paragraph 7.16.2 the assigns of OWNER and E/A) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.16.2. Neither OWNER nor E/A shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent E/A from employing such independent professional associates and consultants as E/A may deem appropriate to assist in the performance of services hereunder, provided such independent associates or consultants are approved in writing in advance by OWNER and are paid by E/A.

7.16.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and E/A, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and E/A and not for the benefit of any other party.

SECTION 8—SPECIAL PROVISIONS, SCHEDULES, AND EXHIBITS

8.1. Special Provisions.

Any other provisions of this Agreement or other

documents included by reference herein to the contrary notwithstanding, the following provisions shall apply to this Agreement and the respective duties and responsibilities of OWNER and E/A affected thereby:

8.1.1. As to the contractual relationship between E/A and OWNER, E/A is and shall be considered in all things an independent contractor.

8.1.2. OWNER reserves the right, with E/A's agreement, to consolidate any and all phases of performance set out in the standard form contractual documents. The consolidation of said services shall not in any way affect the E/A's responsibilities to perform the services set out therein.

8.2. Exhibits.

The following exhibits are attached to and made a part of this Agreement:

- *Exhibit A - E/A's Scope of Service,*
- *Exhibit B - E/A's Project Schedule,*
- *Exhibit C - E/A's Fee Summary and Schedule of Hourly Fees,*
- *Exhibit D - Certificate of Insurance and Endorsements,*
- *Exhibit E - Certificate of Interested Parties (Form 1295) (if required),*
- *Exhibit F - Procedure for Correcting Construction Defects (Applicable only to construction contracts affecting City-owned buildings and other public works)*

Provided, however, that where the terms and provisions of the above-referenced exhibit(s) shall conflict with the terms and provisions of this standard contract, this standard contract shall control. **However, if Exhibit "F" is applicable, provisions therein shall control over any other conflicting provisions.**

8.3. Entire Agreement.

8.3.1 This Agreement, together with the exhibits and schedules identified above, constitute the entire Agreement between OWNER and E/A and supersede all prior or oral understandings.

8.3.2 This Agreement and said exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

8.4. Effective Date.

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

8.5. Severability.

The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

8.6. Waiver.

The waiver of any breach of a term or condition of this Agreement does not waive any other breach of that term or condition or any breach of any other term or condition of this Agreement.

8.7. Notices.

Any notices provided under this Agreement shall occur in writing, by certified or registered mail delivery, receipt requested. For purposes of such notice, the addresses of the parties, until changed by written notice, shall be:

E/A:

LANGAN ENGINEERING AND
ENVIRONMENTAL SERVICES, INC.
Attn: Carter Delleney, PE, MPA
1101 E SE Loop 323, Suite 101
Tyler, TX 75701

OWNER:

City of Tyler
Attn: Tiffany Currie, PE
P.O. Box 2039
Tyler, TX 75710

8.8. Venue.

Venue for any action arising hereunder shall lie exclusively in Smith County, Texas for actions in state court and in the Eastern District of Texas, Tyler Division, for action in federal court. This provision shall supersede any other references in the Agreement.

(The remainder of this page was left blank intentionally.)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

FOR THE CITY OF TYLER, TEXAS:

ATTEST:

By: _____

City Manager Date

Edward Broussard

Printed Name

By: _____
City Clerk

Cassandra Brager

Printed Name

APPROVED:

RECOMMENDED:

By: _____
City Attorney's Office Date

Printed Name _____

By: _____

Department Leader	Date
-------------------	------

Kate Dietz, PE

Printed Name

CITY COUNCIL APPROVAL:

AGENDA ITEM NUMBER:

DATE APPROVED: _____

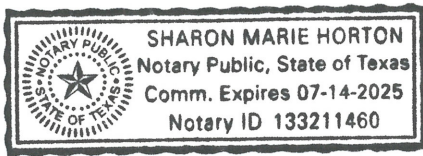
FOR THE E/A:

By: G. Robert Adams 8.12.24
Principal/Vice President Date

G. Robert Adams, PE
Printed Name

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared G. Robert Adams, 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 12th day of August, 2024.



Sharon Marie Horton
Notary Public In and For The State of Texas

My Commission Expires: 7-14-25 Sharon Marie Horton
Notary's Printed Name

INDEX OF EXHIBITS

Exhibit A - E/A's Scope of Service

Exhibit B - E/A's Project Schedule

Exhibit C - E/A's Fee Summary and Schedule of Hourly Fees

Exhibit D - Certificates of Insurance and Endorsements

Exhibit E - Certificate of Interested Parties (Form 1295) (If Required)

Exhibit F – Procedure for Correcting Construction Defects

(Applicable only to construction contracts affecting City-owned buildings and other public works)

Exhibit A - E/A's Scope of Service

EXHIBIT A - CONSULTANT'S SCOPE OF BASIC SERVICES

PROJECT DESCRIPTION

The scope of this project includes the administration of Group 3 of the Private Lateral Repair Program (PLRP) for the City of Tyler. This project will include due diligence, programing, project communication, data review, project management, and construction administration/resident project representative. This project will focus on Basin 14 and 18.

Pipeline Analysis, LLC created a report dated July 2023 that focused on private laterals in Basin 14 and 18. ENGINEER understands that all construction activities outlined in the report and related to Basin 14 and 18 shall be completed by the end of 2025. The PLRP is designed to reduce wet weather infiltration/inflow as part of the remedial measures portion of the Consent Decree. The Tyler Water Utilities (TWU) Wastewater Collection and Treatment System (WCTS) becomes a conduit for extraneous water when defective private service lines allow rain or groundwater to enter the WCTS. The purpose of the PLRP is to reduce extraneous flows, including inflow and infiltration (I&I) caused by defects in private laterals serving customers. For purposes of this project, a defective private lateral is any private service line that connects to the WCTS that discharges any substance that is not intended to be transferred via the WCTS, such as storm water, surface water runoff, and roof runoff. This proposal specifically excludes design or management of sewer mainline improvements.

The rehabilitations this project will focus on, according to the report, are as follows:

Replace Cleanout Cap or Install T-Cone Stopper – 265 rehab locations
Repair Broken Cleanout – Unpaved – 62 rehab locations
Repair Broken Cleanout – Paved – 5 rehab locations
CCTV Lateral and Repair – Unpaved – 181 rehab locations
CCTV Lateral and Repair – Paved – 15 rehab locations
Disconnect Abandoned Service Lateral – 13 rehab locations
Disconnect Yard Drain – Unpaved – 3 rehab locations
Disconnect Yard Drain – Paved – 1 rehab locations
Point Repair on Service Lateral – 2 rehab locations

The following rehabilitations will be removed from this program and incorporated into existing Group 6 construction projects:

CCTV Mainline to Locate Source of Smoke – 6" to 8" – 4,645 LF
CCTV Mainline to Locate Source of Smoke – 12" to 30" – 1,054 LF
Repair Manhole Chimney and Coat – 24 rehab locations
Realign and Grout Manhole Casting – Unpaved – 136 rehab locations
Realign and Grout Manhole Casting – Paved – 31 rehab location

The following rehabilitations will be removed from this program and explored by City staff to determine a course of action.

Repair Grease Trap – 4 rehab locations

This proposal also includes construction administration and resident project representative (RPR) on this project. The purpose of the RPR will be to:

- Enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken during the Construction Phase;
- To provide for the OWNER more confidence that the completed work of CONTRACTOR will conform in general to the Contract Documents; and,
- To provide for the OWNER more confidence that the integrity of the design concept of the completed PROJECT as a functioning whole as indicated in the Contract Documents has been implemented and preserved by CONTRACTOR.

Visits and observations by RPR are not intended to be exhaustive or to extend to every aspect of the work in progress or to involve detailed inspections of PROJECT beyond responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to periodic observation, spot checking, selective sampling, and/or similar methods of general observation of the work based on RPR's exercise of qualified judgment.

The RPR shall not, during such PROJECT site visits or as a result of such observations of CONTRACTOR's work in progress, supervise, direct or have control over CONTRACTOR's work. Nor shall the RPR have authority over or responsibility for:

- The means, methods, techniques, sequences, or procedures of construction selected by CONTRACTOR;
- Safety precautions and programs incident to the work of CONTRACTOR; or
- Any failure of CONTRACTOR to comply with laws, rules, regulations, ordinances, codes, or orders applicable to CONTRACTOR's furnishing and performing the work.

Accordingly, the RPR neither guarantees the performance of any CONTRACTOR nor assumes responsibility for any CONTRACTOR's failure to furnish and perform its work in accordance with the Contract Documents. Responsibilities of the RPR contained in this paragraph are expressly subject to express or general limitations in this Agreement.

Based on the project description the ENGINEER proposes the following scope and tasks:

SCOPE OF SERVICES

PHASE 100 – SITE/CIVIL

Task 50 – Due Diligence and Programing

Communicate project needs and rehabilitation recommendations with local plumbing/utility contractors in order to create interest in the project. Evaluate the rehabilitation recommendations and establish an estimated cost of construction based on input from plumbing/utility contractors. Determine the classification of the asset location to be residential or commercial using web based visual data. Vacant lots in residential areas will be counted as residential and vacant lots in commercial areas will be counted as commercial. Recommend how the construction contracts can be split up in order to have the best opportunity for interest and bids.

Task 100 – Plans & Construction Contracts

Available data will be gathered and reviewed from the CITY, Pipeline Analysis, and other stakeholders for incorporation in the program delivery methods and documents. The rehabilitations incorporated into existing Group 6 construction projects will be accounted for in the respective plans/contracts.

ENGINEER will prepare a set of plans to a sufficient level of detail for submission to OWNER, and for milestone deliverables. The plan package is envisioned to include the following:

- Cover Sheet
- General Notes
- Rehabilitation Plan Sheets
- COT and Langan Details

Task 105 – Property Owner Communication (Allowance)

Langan shall subcontract, and coordinate on behalf of the OWNER, with a Certified Professional Landman to provide communication efforts with property owners that may require more thorough discussions. The following services needed for this task include:

- Research and identify current ownership as required.
- Prepare project notifications.

- Negotiate project deliverables with property owners.
- Prepare project status reports as needed.
- Prepare final reports and transmit files in digital format to the City of Tyler.

Task 110 – Bid/Contract Documents

This Task includes uploading plans, an itemized bid proposal, and specifications for the improvements described above onto CIVCAST. ENGINEER shall assist the OWNER in soliciting bids, conduct the pre-bid meeting and bid opening, tabulate bids and create contract books for execution.

Task 400 – Project Management, Meetings & Coordination

Connect and meet with stakeholders such as; CITY staff, Pipeline Analysis, City Council, citizens, and vendors. The meetings will involve defining the scope of the work and managing expectations from each party. The stakeholder meetings will be conducted at various locations and are presumed to last no more than two (2) hours each. ENGINEER shall coordinate with each stakeholder in an effort to set expectations that fit the program schedule and deliverables. Project management will be required for the appropriate communication regarding scope of the work and project schedule. These services include coordinating with OWNER, conducting project technical coordination and review, and on-going correspondence with CONTRACTOR. If additional meetings and/or effort are needed beyond the original anticipated scope/duration of this task, OWNER shall be notified and ENGINEER shall obtain approval prior to proceeding with the extra work and fee.

Task 600 – Construction Phase Assistance and Observation (Hourly)

This Task includes construction-phase oversight by the ENGINEER and additional project management activities on behalf of the OWNER. Management and oversight activities shall include review of materials testing reports (if required), CONTRACTOR's materials submittals and Requests for Information (RFI's) throughout the duration of the construction (estimated at one hundred twenty (120) working days (six months) maximum). This Task includes attendance at project construction coordination meeting(s), as required, and meetings with the OWNER, as needed, to discuss pay apps submitted by the CONTRACTOR. This Task will also include review of CONTRACTOR's monthly pay requests on behalf of the OWNER and, based on comparison to contract amounts and unit prices, as well as information derived from our site observations, ENGINEER will recommend to the OWNER the amount CONTRACTOR is to be paid. Such recommendations of payment will constitute ENGINEER's representation to OWNER, based on such review, that to the best of ENGINEER's knowledge, information and belief, CONTRACTOR's work has progressed to the point indicated and the conditions precedent to CONTRACTOR's entitlement to such payment appear to have been fulfilled; by recommending payment, ENGINEER shall not warrant that observations made by ENGINEER have been exhaustive, extended to every aspect of CONTRACTOR's work, or that they involved detailed inspections or measurements of the Work.

Construction observation activities by ENGINEER shall include, generally, three (3) site visits per week (one hundred eight (108) total site visits estimated) during the project duration to observe the progress of construction, provide oversight to CONTRACTOR questions in the field, and provide the OWNER with a level of confidence that the completed work of the CONTRACTOR will generally conform to the construction documents prepared by ENGINEER. Additional observations beyond the site visits estimated will be considered Additional Services and shall be performed and invoiced in accordance with ENGINEER's Hourly Rate Schedule. Any work performed in excess of 8 hours in a day, on a Holiday or before 7:00 am and after 7:00 pm will be considered premium services and invoiced at 1.5 times the Standard Hourly Rate. When necessary, ENGINEER will notify the OWNER of issues made known to ENGINEER during the progress of construction. ENGINEER shall, as the OWNER's representative, issue clarifications and interpretations, when necessary, authorize minor variations in the CONTRACTOR's work, and reject defective work. It is understood the OWNER may provide additional routine inspections of construction by City inspection personnel. ENGINEER shall not have authority to

supervise, direct or control CONTRACTOR – such responsibility lies with the OWNER; however, ENGINEER shall be given authority by OWNER to stop work if any portion thereof appears to the ENGINEER to be in conflict with the plans and specifications. ENGINEER shall assume no responsibility for any CONTRACTOR's possible lack of performance, or for the CONTRACTOR's means, methods, techniques, equipment selection, equipment operation, sequencing, schedule, safety programs, or safety practices, etc.

Issuing change orders which require design, analysis or plan modifications during construction, due to unknown or changed site conditions, and/or changes authorized by the OWNER, are specifically excluded from the scope herein; these will be performed as Additional Services and shall be invoiced in accordance with ENGINEER's Hourly Rate Schedule. ENGINEER shall also be entitled to additional fees if the duration of construction exceeds the workings days noted above and additional site observations are thus required.

This Task will be billed to the OWNER based on hourly reimbursable rates with a not-to-exceed maximum budget.

Task 900 – Completion

This Task includes the following:

- ENGINEER to participate in a final inspection in the company of OWNER and CONTRACTOR. Recommend items for correction, as necessary.
- Prepare a final list of items to be completed and deficiencies to be remedied following such inspection.
- Observe whether all items on the final list have been completed or corrected and make recommendations to OWNER concerning acceptance and issuance of the notice of acceptability of the work.

As-built plans, surveying, and repeated site visits related to failure of CONTRACTOR to properly address punch list items are specifically excluded from this Task.

ADDITIONAL SERVICES

We have made significant efforts to determine the anticipated project scope and to provide an appropriate scope of services. Any additional services will be managed through additional services requests with a separate scopes, fees, and schedules.

Exhibit B - E/A's Project Schedule

EXHIBIT B - PROJECT SCHEDULE

ENGINEER shall complete its services with the following time specific time period upon OWNER's provision of necessary data and the notice to proceed.

1. Due Diligence and Programming: 3 months
2. Plans & Construction Contracts: 4 months (overlapping some with due diligence)
3. Bidding: 3 months
4. Project Management & Construction: 6 months
5. Completion: 1 month

Exhibit C - E/A's Fee Summary and Schedule of Hourly Fees

EXHIBIT C - FEE

SCHEDULE OF FEES (LUMP SUM UNLESS OTHERWISE NOTED)

PHASE 100 – SITE/CIVIL

Task 50	Due Diligence and Programing	\$20,000.00
Task 100	Plans & Construction Contracts	\$60,000.00
Task 105	Property Owner Communication (Allowance)	\$8,000.00
Task 110	Bid/Contract Documents	\$12,000.00
Task 400	Project Management, Meetings & Coordination	\$45,000.00
Task 600	Construction Phase Assistance and Observation (Hourly)	\$50,000.00
Task 900	Completion	<u>\$5,000.00</u>

TOTAL FEE **\$200,000.00**

Basic Services – Task 50,100,110,400,900

\$142,000.00

Extended Services – Task 105, 600

\$58,000.00

Exhibit D - Certificates of Insurance and Endorsements

(See following pages for a summary and checklist of Insurance and Endorsement requirements)



CERTIFICATE OF LIABILITY INSURANCE

8/1/2025

DATE (MM/DD/YYYY)

8/12/2024

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1493779 LANGAN ENGINEERING & ENVIRONMENTAL SERVICES, LLC 300 KIMBALL DRIVE, 4TH FLOOR PARSIPPANY NJ 07054 Delleney, Carter	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : The Continental Insurance Company		35289
	INSURER B : National Fire Insurance Co of Hartford		20478
	INSURER C : American Casualty Company of Reading, PA		20427
	INSURER D : Continental Casualty Company		20443
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** 17782535 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	7014708217	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	6016359856	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Y	Y	6045964169	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	Y N / A	6016359842 (AOS) 6016359873 (CA) 6057485432 (NY)	8/1/2024 8/1/2024 8/1/2024	8/1/2025 8/1/2025 8/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROF LIAB INCL POLL LIAB	N	N	AEH591971277.	8/1/2024	8/1/2025	\$1,000,000 PER CLAIM \$2,000,000 AGG

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

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
SEE ATTACHED

CERTIFICATE HOLDER**CANCELLATION** See Attachments

17782535
CITY OF TYLER
P.O. BOX 2039
TYLER TX 75710

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

AUTHORIZED REPRESENTATIVE

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RE: LANGAN PROJECT #532051401; CITY OF TYLER, IN SMITH COUNTY, TEXAS, IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, POLLUTION LIABILITY AND EXCESS LIABILITY, THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY, EXCESS/UMBRELLA LIABILITY, AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY, WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT. XCU COVERAGE IS INCLUDED UNDER THE GENERAL LIABILITY COVERAGE SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS. THIRTY (30) DAYS NOTICE OF CANCELLATION BY THE INSURER FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM WILL BE PROVIDED TO THE CERTIFICATE HOLDER.

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

Policy Number: 7014708217

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
 1. the **written contract** requires you to provide the additional insured such coverage; and
 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 1001 edition of CG2037; or
 - B. additional insured coverage with "arising out of language; or
 - C. additional insured coverage to the greatest extent permissible by law;then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage**, or **personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured. But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

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

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

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

All other terms and conditions of the Policy remain unchanged.

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

CNA75079 (10-16)
Nat'l Fire Ins Co of Hartford

**Professional Liability and Pollution Incident Liability Insurance
Policy**

CPL ADDITIONAL INSURED ENDORSEMENT

III. DEFINITIONS

Insured means the **Named Insured**, a **newly acquired subsidiary** and:

4. solely with respect to Insuring Agreement A.2., Pollution Incident Liability, any client or project owner for whom the **Named Insured** performs activities, provided that:

a. a written contract or agreement is in effect between the **Named Insured** and a client or project owner under which the **Named Insured** assumes the tort liability of the client or project owner to pay compensatory damages to a third party for a **pollution incident**;

b. such **pollution incident** is caused by the **Named Insured's** activities, or the activities of any person or entity for whom the **Named Insured** is liable; and

c. such written contract or agreement is executed prior to the **pollution incident**, and:

i. incorporates an enforceable indemnity provision pertinent to the **pollution incident**; or

ii. requires such client or project owner to be made an additional insured under the Policy that insures the **Named Insured** against **pollution incidents**.

For purposes of this definition only, "tort liability" means liability for a civil or private wrong imposed by law in the absence of any contract or agreement.

Form No: CNA79034XX (11-2022)

Policy No: AEH591971277

Endorsement Effective Date: 08/01/2024

Underwriting Company: CONTINENTAL CASUALTY COMPANY

CNA PARAMOUNT
Waiver of Transfer of Rights of Recovery Against
Others to the Insurer Endorsement
Policy No. 7014708217

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
Any person or organization whom the Named Insured has agreed in writing in a contract or agreement to waive such rights of recovery, but only if such contract or agreement:
1. is in effect or becomes effective during the term of this Coverage Part; and 2. was executed prior to the bodily injury, property damage or personal and advertising injury giving rise to the claim.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

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

CNA75008XX (10-16)

Part One - Workers' Compensation Insurance G. Recovery From Others and **Part Two Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

Workers Compensation and Employers Liability Insurance
Policy Endorsement

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

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

Form No: G-19160-B (11-1997)

Policy No: 6016359873

Underwriting Company: The Continental
Insurance Company

CERTIFICATE(S) OF INSURANCE **[Certificate of Liability Insurance Shall Be Inserted Here]**

INSURANCE COVERAGE REQUIRED * Endorsement Required	
TYPE	AMOUNT
1) COMMERCIAL GENERAL LIABILITY * Policy shall include (but not limited to) the following: a) Products - Completed Operations b) Independent Contractors c) Broad Form Property Damage d) X-C-U Coverage X = Explosion Hazard C = Collapse Hazard U = Underground Damage e) Contractual Liability or Cross Liability	Not Less than: \$1,000,000 (1 million) Each Occurrence \$2,000,000 (2 million) General Aggregate Per Project Any Self-Insured-Retention or Deductible shall not exceed \$25,000.
2) BUSINESS AUTOMOBILE LIABILITY Policy shall include (but not limited to) bodily injury and property damage liability for the following: a) Any Auto; OR b) All Owned Autos, and c) Hired Autos, and d) Non-Owned Autos.	Not Less than: \$1,000,000 (1 million) Each Occurrence
3) PROFESSIONAL ERRORS & OMISSIONS LIABILITY Policy shall include (but not limited to) the following: a) A minimum three (3) year Discovery (tail) Reporting period, and b) A Retroactive Date that equals or precedes the effective date of the Contract, or the performance of services hereunder.	Not Less than: \$1,000,000 (1 million) Each Claim \$2,000,000 (2 million) Annual Aggregate Any Self-Insured-Retention or Deductible shall not exceed \$25,000.
4) ♦ POLLUTION LIABILITY INSURANCE *	♦ ☐ Check Here If Coverage is Required by a City Operational Department Not Less than: \$1,000,000 (1 million) Each Claim \$2,000,000 (2 million) Annual Aggregate
5) COMMERCIAL UMBRELLA / EXCESS LIABILITY *	Not Less than: \$5,000,000 (5 million) Each Occurrence \$5,000,000 (5 million) General Aggregate Any Self-Insured-Retention or Deductible shall not exceed \$25,000.
6) WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	Statutory Limits for Workers' Compensation TEX. LAB. CODE ANN. Title 5, Subtitle A, Chapter 401 TEX. ADMIN. CODE, Title 28, Part 2 Employer's Liability Limits \$1,000,000 (1 million) Bodily Injury by Accident \$1,000,000 (1 million) Bodily Injury by Disease Each Occurrence \$1,000,000 (1 million) Bodily Injury by Disease Aggregate Limit

Checklist: Certificate(s) of Insurance

*** Provided only as a courtesy ***

[See generally Section 7.3 Insurance for contract insurance requirements]

1.	All pages of the <i>Certificate of Liability Insurance</i> shall be attached. <i>See</i> lower right corner of certificate for <i>ex toto</i> 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.	Commercial General Liability [<i>See</i> Section 7.3.2] ☒ Occurrence Box is Checked ☒ Per Project Box is Checked for General Aggregate Limit.
4.	Business Automobile Liability [<i>See</i> Section 7.3.2] 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.	Professional Errors and Omissions Liability [<i>See</i> Section 7.3.2]
6.	Commercial Umbrella / Excess Liability [<i>See</i> Section 7.3.2] ☒ Occurrence Box is Checked
7.	Workers Compensation and Employers Liability [<i>See</i> Section 7.3.2] ☒ WC Statutory Limits Box is Checked
	Look at the “Description of Operations . . . Special Provisions” Box. [<i>See</i> Section 7.4] [<i>See also</i> Section 7.6] Clearly indicate the CITY has been endorsed by using this language: “The City of Tyler (i.e. Certificate Holder) shall be named as Additional Insured as respects to Commercial General Liability, Commercial Umbrella / Excess Liability and Pollution Liability Insurance, if required, and shall have a Waiver of Subrogation as respects to Commercial General Liability, Business Automobile Liability, Professional Errors and Omissions Liability, Commercial Umbrella / Excess Liability and Workers’ 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.”
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: [<i>See generally</i> Section 7.4] City of Tyler P.O. Box 2039 Tyler, TX 75710

ENDORSEMENTS

[Endorsements Shall Be Inserted Here]

* ENDORSEMENT(S) REQUIRED	
Name of Additional Insured Person(s) or Organization(s): City of Tyler P.O. Box 2039 Tyler, TX 75710	Location(s) of Covered Operations: Project <i>[insert project name]</i>, Dated <i>[insert month and year of contract]</i>.
E/A 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	
E/A agrees to endorse the CITY as an “Additional Insured” on the Commercial General Liability with: <i>[Select Option 1, Option 2 or option 3 below]</i> <i>[See Section 7.3.2 and 7.4]</i>	
Option 1	FORM: CG 20 10 10 01 <u>Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization</u> AND FORM: CG 20 37 07 04 <u>Additional Insured – Owners, Lessees, or Contractors – Completed Operations</u>
OR	
Option 2	FORM: CG 20 10 07 04 <u>Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization</u> AND FORM: CG 20 37 07 04 <u>Additional Insured – Owners, Lessees, or Contractors – Completed Operations</u>
OR	
Option 3	FORM: GA 4113 11 99 <u>Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization – Your Work</u> AND FORM: GA 233 02 07 <u>Contractors’ Commercial General Liability Broadened – with coverage for Completed Operations in conformance to specific written contract</u>
COMMERCIAL UMBRELLA / EXCESS LIABILITY	
E/A agrees to endorse the CITY as an “Additional Insured” under the Commercial Umbrella / Excess Liability as also provided herein. <i>[See Section 7.3.2 and 7.4]</i>	
POLLUTION LIABILITY INSURANCE	
♦ If applicable E/A agrees to endorse the CITY as an “Additional Insured” under the Pollution Liability Insurance as also provided herein. <i>[See Section 7.3.2 and 7.4]</i>	

Exhibit E - Certificate of Interested Parties (Form 1295)

(If Required)

Check Here if this Section is NOT Used ☐

In accordance with Texas Gov't Code Sec. 2252.908, for certain contracts entered into on or after January 1, 2016, E/A must submit a Certificate of Interested Parties (Form 1295) at the time the E/A submits the signed contract to the OWNER. This applies only to contracts with a value greater than \$25,000 or that otherwise require City Council approval.

Exhibit F - Procedure for Correcting Construction Defects

Check Here if this Section **IS** Applicable to This Contract ☐

****ONLY APPLICABLE FOR CONSTRUCTION ACTIVITIES AFFECTING CITY-OWNED BUILDINGS AND OTHER PUBLIC WORKS PROJECTS AS DEFINED IN TEX. GOV. CODE ANN., SEC. 2269.001 (6)****

EXHIBIT F is not applicable to “civil works” projects as defined in Tex. Gov. Code Ann., Sec. 2269.351

I. DEFINITIONS

- A. **“Public Works”** projects, as defined in Tex. Gov. Code Ann., Sec. 2269.001 (6), are those related to constructing, altering, or repairing a public building or carrying out any public work.
- B. **“Civil works”** projects, as defined in Tex. Gov. Code Ann., Sec. 2269.351 are those related to roads, streets, bridges, utilities, water supply projects, water plants, waste water plants, water distribution and wastewater conveyance facilities, desalination projects, wharves, docks, airport runways and taxiways, storm drainage, flood control projects and transit projects.

II. NOTIFICATION OF DEFECT

- A. **ENGINEER/ARCHITECT SHALL NOTIFY OWNER IN WRITING OF ANY CONSTRUCTION DEFECT** of which the ENGINEER/ARCHITECT is aware, and which shall include any deficiency in the construction of an improvement to real property, including a deficiency in or arising out of the design, specifications, surveying, planning or supervision of the construction that is a result of:
 - i. The use of defective materials, products, or components in the construction;
 - ii. A violation of a building code applicable by law to the construction;
 - iii. A failure of the design of an improvement to real property to meet the professional standards of care applicable at the time of governmental approval of the design or as otherwise applicable if no governmental approval of the design was required or obtained; and/or
 - iv. A failure to perform the construction in accordance with the accepted trade standards for good and workmanlike construction.
- B. The E/A’s writing shall identify the specific construction defect, describe the present physical condition of the affected structure; and describe any modification, maintenance, or repairs to the affected structure made by the governmental entity or others since the affected structure was initially occupied or used.

III. PROCEDURE TO CORRECT CONSTRUCTION DEFECTS

- A. Before bringing an action asserting a claim for a construction defect under this Agreement, the OWNER must provide a written report to each party with whom the OWNER has a contract for the design, construction or construction oversight of an affected structure by certified mail, return receipt requested.
 - i. The report shall clearly identify the specific construction defect(s) on which the claim is based, which shall include any deficiency in the construction of an improvement to real property, including a deficiency in or arising out of the design, specifications, surveying, planning, or supervision of the construction that is a result of:
 - a. The use of defective materials, products, or components in the construction;
 - b. A violation of a building code applicable by law to the construction;

- c. A failure of the design of an improvement to real property to meet the professional standards of care applicable at the time of governmental approval of the design or as otherwise applicable if no governmental approval of the design was required or obtained; and/or
 - d. A failure to perform the construction in accordance with the accepted trade standards for good and workmanlike construction.
 - iii. The report shall clearly:
 - a. Identify the specific construction defect on which the claim is based;
 - b. Describe the present physical condition of the affected structure; and
 - c. Describe any modification, maintenance, or repairs to the affected structure made by the governmental entity or others since the affected structure was initially occupied or used.
- B. OWNER shall allow each party with whom the OWNER has a contract for the design or construction of an affected structure and who is subject to the claim, and any known subcontractor or supplier who is subject to the claim a reasonable opportunity to inspect any construction defect or related condition identified in the report for a period of 30 days after receiving the report.
- C. OWNER shall allow at least 120 days after the inspection to:
 - i. Correct any construction defect or related condition identified in the report; or
 - ii. Enter into a separate agreement with the governmental entity to correct any construction defect or related condition identified in the report.
- D. OWNER is not required to allow a party to make a correction or repair under Subsection II.A. if:
 - i. the party:
 - a. Is a contractor and cannot provide payment and performance bonds to cover the corrective work;
 - b. Cannot provide liability insurance or workers' compensation insurance;
 - c. Has been previously terminated for cause by OWNER; or
 - d. Has been convicted of a felony; or
 - ii. OWNER previously complied with the process required by Subsection II.A. regarding a construction defect or related condition identified in the report and:
 - a. The defect or condition was not corrected as required by Subsection II.C.i. or by an agreement under Subsection II.C.ii.; or
 - b. The attempt to correct the construction defect or related condition identified in the report resulted in a new construction defect or related condition.
- E. Recovery of Report Costs. If the report described in Subsection II.A. identifies a construction defect that is corrected or for which the OWNER recovers damages, the party responsible for that construction defect shall pay the reasonable amounts incurred by OWNER to obtain the report with respect to identification of that construction defect.
- F. These provisions do not prohibit or limit the OWNER from making emergency repairs to the property as necessary to protect the health, safety, and welfare of the public or a building occupant.



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. M-3

Date: August 28, 2024

Subject: Request that the City Council consider authorizing the City Manager to approve Change Orders #1 and #2 with SAK Construction, LLC that will increase the contract amount by \$2,156,969.09 for Black Fork Creek Outfall Sewer Cast in Place Pipe (CIPP), Bid 21-035.

Item Reference: **Item M-11 Council Meeting 07/14/21; EPA Consent Decree Eff. April 2017**

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

As a part of this Consent Decree, condition assessments are being performed on the sanitary sewer collection system. The assessments began in 2017, are spread out over an eight (8) year period and are being performed by Pipeline Analysis. The first assessment (Group 1) was of manholes on lines 10-inch and larger throughout the system, and gravity lines in Basins 8 and 15; remedial construction is complete.

The second assessment (Group 2) was for the manholes on lines smaller than 10-inch in Basins 8 and 15, and the gravity lines in Basin 13. The resulting recommended remedial activities are have been designed and are beginning construction.

The third assessment (Group 3) included gravity mains in basins 4, 10, 11, and 12 as well as all large diameter mains across all basins. Group 3 included assessment of 3,318 manholes in basins 2, 4, 7, 8, 10, 11, 12, 13, 14, 16, 17, 18, 19.

The Group 3 remediation work was divided into 4 projects, Gravity Mains, Manholes, 54" Cast in Place Pipe (CIPP) and 24-42" CIPP. The scope of work for the Black Fork Creek Outfall Sewer project included cleaning and installing of approximately 18,600 linear feet of CIPP liner for a 54-inch gravity sewer outfall line, manhole repairs, access roads, clearing and revegetation. The original scope of work has been completed.

Change Order #1 consists of miscellaneous modifications to the work design adjustments required based on unexpected field conditions totaling \$38,118.36.

Change Order #2 consists of additional CIPP remedial work identified as a part of Group 6 inspections

and includes approximately 7,600 LF of CIPP for sanitary sewer lines ranging in size from 6" to 15" as well as Right of Way Clearing, access roads and required point repairs. The cost of this work is \$2,118,850.73.

Original Project Cost: \$11,972,921.00

CO #1: \$38,118.36

CO #2: \$2,118,850.73

Current Project Cost: \$14,129,890.09 (18% increase)

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to approve Change Orders #1 & #2 with SAK Construction, LLC, that will increase the contract amount by \$2,156,969.09 for Black Fork Creek Outfall Sewer Cast in Place Pipe (CIPP), Bid 21-035.

Attachments:

[Change Order 1 - SAK](#)

[Change Order 02 - SAK](#)

Drafted/Recommended By:

Department Leader

Tiffany Currie, PE / Kate Dietz, PE, Director of Utilities

Edited/Submitted By:

City Manager

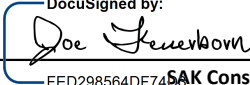
KSA 6781 Oak Hill Blvd. Tyler, TX 75703 CHANGE ORDER No. 1 (Reconciliatory)		Date	
		July 7, 2022	
		Project No.	
		KSA Project No. TYL.391C / Bid No. 21-035	
		Location	
		Tyler, TX	
To (Contractor) SAK Construction, LLC 864 Hoff Road O'Fallon, MO 63366		Job Description	
		Consent Decree Group 3 - Remedial Measures 54- in Black Fork Creek Outfall Sewer CIPP Liner	
		Total Contract Price:	
		Original	\$11,972,921.00
		Previous CO / WO	\$0.00
		Current	\$11,972,921.00
You are hereby requested to comply with the following changes from the contract plans and specifications:			
Item No. (1)	Description of changes – quantities, units, Unit price, change in completion schedule, etc. (2)	Decrease in Contract price (3)	Increase in Contract price (4)
CO 1.1	Item 1.07 - Clearing and Grubbing: Increase QTY by 0.50 AC to 16.00 AC (15.50 AC +0.50 AC = 16.00 AC)		\$950.00
CO 1.2	Item 1.08 - 8-In of Crushed Stone For Access Road: Decrease QTY by .56 SY to 3,8013.00 SY (38,069.00 SY - 56.00 SY = 38,013.00 SY)	\$1,176.00	
CO 1.3	Item 1.09 - Geogrid for Access Road: Increase QTY by 7,852.00 SY to 45921.00 SY (3,8069.00 SY + 7,852.00 SY = 45,921.00 SY)		\$47,112.00
CO 1.4	Item 1.10 - 16-ft Wide Swamp Mat: Decrease QTY by 3,834.00 LF to 1,822.00LF (5,656.00 LF - 3834.00 LF = 1,822.00 LF)	\$180,198.00	
CO 1.5	Item 1.12 - Foundation Material for Unsuitable Subgrade: Increase QTY by 3,209.00 CY to 7,969.00 CY (4,760 CY + 3,209.00 CY = 7,969.00 CY)		\$285,601.00
CO 1.6	Item 1.13 - Remove Temporary Access Road: Decrease QTY by 4,350.00 SY to 2,500.00 SY (6,850.00 SY - 4,350.00 SY = 2,500.00 SY)	\$52,200.00	
CO 1.7	Item 1.15 - 36-in Class IV RCP: Decrease QTY by 24 LF to 0 LF (24 LF - 24 LF = 0 LF)	\$5,040.00	
CO 1.8	Item 1.16 - 30-in Class IV RCP: Decrease QTY by 48 LF to 0 LF (48 LF - 0 LF = 0 LF)	\$7,680.00	
CO 1.9	Item 1.17 - 24-in Class IV RCP: Decrease QTY by 6.00 LF to 186.00 LF (192.00 LF - 6.00 LF = 186.00 LF)	\$780.00	
CO 1.10	Item 1.18 - 18-in Class IV RCP: Increase QTY by 700.00 LF to 748.00 LF (48.00 LF + 700.00 LF = 748.00 LF)		\$66,500.00
CO 1.11	Item 1.20 - Type R Modified Rip-Rap: Decrease QTY by 34.50 CY to 104.50 CY (139.00 CY - 34.50 CY = 104.50 CY)	\$7,935.00	
CO 1.12	Item 1.21 - Hydromulch: Decrease QTY by 20.88 AC to 15.63 AC (36.50 AC - 20.88 AC = 15.63 AC)	\$52,187.50	
CO 1.13	Item 1.22 - Filter Fabric Fence: Decrease QTY by 12,763.00 LF to 3,737.00 LF (16,500.00 LF - 12,763.00 LF = 3,737.00 LF)	\$25,526.00	
CO 1.14	Item 1.23 - Erosion Control Matting: Decrease QTY by 1,325.00 SY to 3,675.00 SY (5,000.00 SY - 1,325.00 SY = 3,675.00 SY)	\$2,650.00	
CO 1.15	Item 1.24 - Barbed Wire Fence Repair: Decrease QTY by 1523.50 LF to 3,193.50 LF (4,717.00 LF - 3,193.50 LF = 4714.00 LF)	\$15,235.00	
CO 1.16	Item 1.25 - Pipe Fence Repair: Decrease QTY by 211.00 LF to 0 LF (211.00 LF - 211.00 LF = 0.00 LF)	\$13,293.00	
CO 1.17	Item 1.26 - Board Fence Repair: Decrease QTY by 82.00 LF to 0.00 LF (82.00 LF - 82.00 LF = 0.00 LF)	\$4,346.00	

Item No. (1)	Description of changes – quantities, units, Unit price, change in completion schedule, etc. (2)	Decrease in Contract price (3)	Increase in Contract price (4)
CO 1.18	Item 1.27 - 16-ft Steel Gate Assembly: Increase QTY by 4.50 EA to 16.50 EA (12.00 EA + 4.50 EA = 16.50 EA)		\$14,400.00
CO 1.19	Item 1.29 - Obstruction Removal by Remote Decrease QTY by 25.00 EA to 0.00 EA (25.00 EA - 25.00 EA = 0.00 EA)	\$12,500.00	
CO 1.20	Item 1.30 - Obstruction and Debris Disposal: Increase QTY by 128.08 CY to 788.08 CY (660 CY + 128.08 CY = 788.08 CY)		\$26,896.80
CO 1.21	Item 1.31 - 54-in Point Repair by Open Cut: Decrease Qty by 8.00 EA to 0.00 EA (8.00 EA - 8.00 EA = 0.00 EA)	\$40,000.00	
CO 1.22	Item 1.32 - Extra Length 54-in Point Repair: Decrease QTY by 40.00 LF to 0.00 LF (40.00 LF - 40.00 LF = 0.00 LF)	\$8,000.00	
CO 1.23	Item 1.36 - Remove and Repair 96-in Manhole: Decrease QTY by 1 EA to 0.00 EA (1.00 EA - 1.00 EA = 0.00 EA)	\$40,500.00	
CO 1.24	Item 1.37 - Clean, Remove Roots, and Repair as Needed, Coat Manhole: Increase QTY by 10,548.06 SF to 15,548.06 SF (5000.00 SF + 10,548.06 SF = 15,548.06 SF)		\$242,605.38
CO 1.25	Item 1.38 - Chemical Injection Grouting to Prevent Inflow and Infiltration: Increase QTY by 1,019.75 GAL to 1,094.75 GAL (75 GAL + 1,019.75 GAL = 1,094.75 GAL)		\$163,160.00
CO 1.26	Item 1.39 - Realign and Seal Frame and Cover: Decrease Qty by 3.00 EA to 6.00 EA (9.00 EA - 3.00 EA = 6.00 EA)	\$2,670.00	
CO 1.27	Item 1.40 - Install Manhole Insert, Polyethylene: Increase QTY by 5.00 EA to 7.00 EA (2.00 EA + 5.00 EA = 7.00 EA)		\$1,050.00
CO 1.28	Item 1.41 - Raise Manhole, Unpaved: Increase QTY by 2.00 EA to 4.00 EA (2.00 EA + 2.00 EA = 4.00 EA)		\$2,200.00
CO 1.29	Item 1.42 - Repair and Seal Manhole Chimney: Decrease QTY by 5.00 EA to 3.00 EA (8.00 EA - 5.00 EA = 3.00 EA)	\$3,700.00	
CO 1.30	Item 1.43 - Remove and Replace 96-in Manhole Cone with Flat Top Riser and Cover: Decrease QTY by 10.00 EA to 8.00 EA (18.00 EA - 10.00 EA = 8.00 EA)	\$20,000.00	
CO 1.31	Item 1.44 - Remove and Replace 84-in Manhole Cone with Flat Top Riser and Cover: Decrease QTY by 10.00 EA to 2.00 EA (12.00 EA - 10.00 EA = 2.00 EA)	\$20,000.00	
CO 1.32	Item 1.46 - Miscellaneous Allowance: Decrease QTY by 1.00 AL to 0.00 AL (1.00 AL - 1.00 AL = 0.00 AL)	\$442,362.29	
CO 1.33	Item 1.48 - 60-in RCP Culvert: Decrease QTY by 16.00 LF to 112.00 LF (128 LF - 16.00 LF = 112.00 LF)	\$16,830.24	
CO 1.34	Add Item 1.51 - Additional Cleaning Cost for Excessive Debris: 1 LS @ \$98,382.36		\$98,382.36
CO 1.35	Add Item 1.52 - 20 LF of 54" Hobas Pipe: 1 LS @ \$6,843.42		\$6,843.42
CO 1.36	Add Item 1.53 - Additional Bypass days at WWTP for Valve Installation: 2 days @ \$17,000 per day		\$34,000.00
CO 1.37	Add Item 1.54 - Additional Pumps for Bypass at WWTP Headworks: 1 LS @ \$14,226.43		\$14,226.43
CO 1.38	Add Item 1.55 - Paddle Markers for Manhole: 1 LS @ \$9,000.00		\$9,000.00
	Change in contract price due to this Change Order:		
	Total Decrease	\$974,809.03	
	Total Increase		\$1,012,927.39
	Difference between Columns (3) and (4)		\$38,118.36

Item No. (1)	Description of changes – quantities, units, Unit price, change in completion schedule, etc. (2)	Decrease in Contract price (3)	Increase in Contract price (4)
The sum of \$38,118.36 is hereby (~~unchanged~~) (added to) (~~deducted from~~) the total contract price, and the total adjusted contract price to date thereby is \$12,011,039.36. The time provided for completion in the contract is (~~unchanged~~) (~~increased by~~) (~~decreased by~~) 0 additional calendar days added to the contract time for a total adjusted contract time of 360 calendar days for final completion. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.			
Recommended by (Engineer)	 KSA Engineers, Inc. Digitally signed by THOMAS A. SCHULZ DN: C=US, E=tschulz@sakcon.com, O=SAK CONSTRUCTION, LLC, OU=SAK PACIFIC REGION, CN=THOMAS A. SCHULZ Date: 2022.07.11 14:56:12-05'00'		7-11-2022 Date
Accepted by (Contractor)	THOMAS A. SCHULZ SAK Construction, LLC		07/11/2022 Date
Approved by (Owner)	City of Tyler		Date

KSA 6781 Oak Hill Blvd. Tyler, TX 75703 CHANGE ORDER No. 2		Date August 8, 2024	
		Project No. KSA Project No. TYL.391C / Bid No. 21-035	
		Location Tyler, TX	
To (Contractor) SAK Construction, LLC 864 Hoff Road O'Fallon, MO 63366		Job Description Consent Decree Group 3 - Remedial Measures 54- in Black Fork Creek Outfall Sewer CIPP Liner	
		Total Contract Price: Original \$11,972,921.00 Previous CO / WO \$38,118.36 Current \$12,011,039.36	
You are hereby requested to comply with the following changes from the contract plans and specifications:			
Item No. (1)	Description of changes – quantities, units, Unit price, change in completion schedule, etc. (2)	Decrease in Contract price (3)	Increase in Contract price (4)
CO 2.1	Add Item 2.01 - Mobilization, Insurance, and Bonds: 1 LS @ \$40,000.00		\$40,000.00
CO 2.2	Add Item 2.02 - Barricades, Signs, and Traffic Handling: 1 LS @ \$50,000.00		\$50,000.00
CO 2.3	Add Item 2.03 - Care of Water During Construction: 1 LS @ \$5000.00		\$5,000.00
CO 2.4	Add Item 2.04 - Temporary Plugs & Bypass Pumping: 1 LS @ \$55,000.00		\$55,000.00
CO 2.5	Add Item 2.05 - Excavation Safety: 1 LS @ \$5,250.00		\$5,250.00
CO 2.6	Add Item 2.06 - 8-in of Crushed Stone for Access Road: 1,716 SY @ \$23.00 = \$3,432.00		\$39,468.00
CO 2.7	Add Item 2.07 - Geogrid for Access Road: 1,716 SY @ \$2.00 = \$3,432.00		\$3,432.00
CO 2.8	Add Item 2.08 - Excavation, Embankment, and Grading for 15ft Wide Access Road: 1,200.00 LF @ \$9.00 = \$10,800.00		\$10,800.00
CO 2.9	Add Item 2.09 - Remove Temporary Access Road: 500 SY @ \$13.00 = 6,500.00		\$6,500.00
CO 2.10	Add Item 2.10 - 42-in Class IV RCP: 56 LF @ \$289.00 = 16,184.00		\$16,184.00
CO 2.11	Add Item 2.11 - Clearing & Grubbing: 1.37 AC @ \$19,163.00 = \$26,253.31		\$26,253.31
CO 2.12	Add Item 2.12 - Hydromulch: 1.37 AC @ \$1,866.00 = \$2,556.42		\$2,556.42
CO 2.13	Add Item 2.13 - Filter Fabric Fence: 2,500.00 LF @ \$3.00 = \$7,500.00		\$7,500.00
CO 2.14	Add Item 2.14 - Barbed Wire Fence Repair: 100 LF @ \$45.00 = \$4,500.00		\$4,500.00
CO 2.15	Add Item 2.15 - Pre-Installation CCTV Inspection and Pipe Cleaning: 7,679 LF @ \$7.00 = \$53,753.00		\$53,753.00
CO 2.16	Add Item 2.16 - Obstruction Removal by Remote Device: 20 EA @ \$250.00 = \$5,000.00		\$5,000.00
CO 2.17	Add Item 2.17 - Mechanical Cleaning/Tuberculation Removal: 838 LF @ \$45.00 = \$37,710.00		\$37,710.00

Item No. (1)	Description of changes – quantities, units, Unit price, change in completion schedule, etc. (2)	Decrease in Contract price (3)	Increase in Contract price (4)
CO 2.18	Add Item 2.18 - 15-in Cured-in Place Pipe Liner: 155 LF @ \$280.00 = \$43,400.00		\$43,400.00
CO 2.19	Add Item 2.19 - 12-in Cured-in Place Pipe Liner: 348 LF @ \$275.00 = \$95,700.00		\$95,700.00
CO 2.20	Add Item 2.20 - 10-in Cured-in Place Pipe Liner: 2,058 LF @ \$165.00 = \$339,570.00		\$339,570.00
CO 2.21	Add Item 2.21 - 8-in Cured-in Place Pipe Liner: 3,880 LF @ \$150.00 = \$582,000.00		\$582,000.00
CO 2.22	Add Item 2.22 - 6-in Cured-in Place Pipe Liner: 1,238 LF @ 210.00 = \$259,980.00		\$259,980.00
CO 2.23	Add Item 2.23 - Reconnect Existing Sewer Service - Internal Robotic: 18 EA @ \$300.00 = \$5,400.00		\$5,400.00
CO 2.24	Add Item 2.24: Reconnect Existing Sewer Service - External Open Cut: 2 EA @ \$2,300.00 =		\$4,600.00
CO 2.25	Add Item 2.25 - Post Construction CCTV Inspection: 7,679 LF \$2.00 = \$15,358.00		\$15,358.00
CO 2.26	Add Item 2.26 - Cured-in- Place Pipe Testing: 1 LS @ \$13,000.00		\$13,000.00
CO 2.27	Add Item 2.27 - 6-in Point Repair: 2 EA @ \$2,450.00 = \$4,900.00		\$4,900.00
CO 2.28	Add Item 2.28 - 8-in Point Repair: 2 EA @ \$2,700.00 = \$5,400.00		\$5,400.00
CO 2.29	Add Item 2.29 - 10-in Point Repair: 1 EA @ \$3,050		\$3,050.00
CO 2.30	Add Item 2.30 - 12-in Point Repair: 1 EA @ \$5,250.00		\$5,250.00
CO 2.31	Add Item 2.31 - 15-in Point Repair: 1 EA @ \$6,500.00		\$6,500.00
CO 2.32	Add Item 2.32 - Sawcut & Repair Asphalt Pavement: 500 SY @ \$98.00 = \$49,000.00		\$49,000.00
CO 2.33	Add Item 2.33 - Sawcut and Repair Concrete Curb and Gutter: 200 LF @ \$32.00 = \$6,400.00		\$6,400.00
CO 2.34	Add Item 2.34 - Remove and Replace 48-in Cone: 4 EA @ \$7,234.00 = 28,963.00		\$28,936.00
CO 2.35	Add Item 2.35 - Miscellaneous Allowance: 1 AL @ \$250,000.00		\$250,000.00
CO 2.36	Add Item 2.36 - 16' Steel Gate - Per Detail: 1 EA @ \$3,500.00		\$3,500.00
CO 2.37	Add Item 2.37 - Composite Matting: 500 SY @ \$56.00 = \$28,000.00		\$28,000.00
	Change in contract price due to this Change Order:		
	Total Decrease	\$0.00	
	Total Increase		\$2,118,850.73
	Difference between Columns (3) and (4)		\$2,118,850.73

Item No. (1)	Description of changes – quantities, units, Unit price, change in completion schedule, etc. (2)	Decrease in Contract price (3)	Increase in Contract price (4)
The sum of ~~\$2,118,850.73~~ is hereby (~~unchanged~~) (added to) (~~deducted from~~) the total contract price, and the total adjusted contract price to date thereby is <u>\$14,129,890.09</u> The time provided for completion in the contract is (~~unchanged~~) (increased by) (~~decreased by~~) <u>90</u> additional calendar days added to the contract time for a total adjusted contract time of <u>450</u> calendar days for final completion. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.			
Recommended by (Engineer)	 KSA Engineers, Inc.		8-8-24 Date
Accepted by (Contractor)	DocuSigned by:  FED298564DF74B0... SAK Construction, LLC		8/8/2024 Date
Approved by (Owner)	 City of Tyler		 Date



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. M-4

Date: August 28, 2024

Subject: Request that the City Council consider accepting the donation of \$1,164,141.44 to help complete the construction of the Miracle League of Tyler ballfield.

Item Reference: April 10th meeting M-4

The Miracle League of Tyler has partnered with the City to build the Miracle League ballfield at Faulkner Park. The project will include an all-inclusive field and complex equipped with bleachers, a concession stand, and restrooms.

The Miracle League is contributing \$1,164,141.44 and Half Cent Sales Tax is contributing a maximum of \$500,000 towards the project. The City has already encumbered \$20,325 for design work, which leaves a remaining \$479,675 for construction.

Funding Source:
Miracle League Donation \$1,164,141.44
Half Cent Sales Tax funds \$479,675

RECOMMENDATION:

Request that the City Council consider accepting the donation of \$1,164,141.44 to help complete the construction of the Miracle League of Tyler ballfield at Faulkner Park.

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. M-5

Date: August 28, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute a contract with SCI Construction, Inc., for the construction of the Miracle League of Tyler ballfield at Faulkner Park in the amount of \$1,680,358.00.

Item Reference: April 10th meeting M-4

On April 10, 2024, the City Council awarded Harris Craig Architect an architecture contract to complete the design, bid phase, and construction phase services of the overall design of the Miracle League ballfield at Faulkner Park. The project will include an all-inclusive field and complex equipped with bleachers, a concession stand, and bathrooms.

The project was publicly advertised on June 19 and June 26. Bids were opened on July 23, 2024. The following bids were received:

Hoar Construction \$2,059,864.00
Ohaver \$3,011,800.00
Riley Harris \$1,808,400.00
SCI Construction \$1,680,358.00
Casey Sloan \$2,044,529.00

Staff has reviewed the bids and recommends the contract, in the amount of \$1,680,358.00, be awarded to the low bidder, SCI Construction.

The Parks Board supports this collaboration to install an all-inclusive ballfield at Faulkner Park. This project was included in the Half Cent Sales Tax (HCST) 2023-2024 Annual Work Plan. At its February 9, 2024, meeting, the City of Tyler Half Cent Sales Tax Board passed a resolution approving a maximum of \$500,000 in funding for this project. The City will oversee the construction and be the project manager while working closely with the Miracle League of Tyler, keeping them informed as we go.

The Miracle League is contributing \$1,164,141.44, and Half Cent Sales Tax is contributing a maximum of \$500,000 towards the project. The City has already encumbered \$20,325 for design work, which leaves a remaining \$479,675 for construction. The Miracle League of Tyler has agreed to continue fundraising for any other expenses that may come up during the construction process. In addition, regularly scheduled OAC meetings will occur with all parties involved.

Funding Source:

Miracle League Donation \$1,164,141.44

Half Cent Sales Tax funds \$479,675

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to execute a contract with SCI Construction, Inc., for the construction of the Miracle League of Tyler Baseball Field in the amount of \$1,680,358.00.

Attachments:

[Miracle_League_location_map.pdf](#)

[Bid_tab.pdf](#)

Drafted/Recommended By:

Department Leader

Leanne Robinette, Director of Parks and Recreation

Edited/Submitted By:

City Manager

W Cumberland Rd

200

Earl, Inc., Smith County, TX

**SEALED BIDS
BID TABULATION**

CITY OF TYLER BID NUMBER: 24-022
PROJECT: The Miracle League Field
at Faulkner Park
City of Tyler
Tyler, Texas

DATE: 7/23/2024
TIME: 2:00PM
LOCATION: Purchasing Office
304 North Border
Tyler, TX 75702

CONTRACTORS	HOAR CONSTRUCTION	OHAVER	RILEY HARRIS	SCI CONSTRUCTION	CASEY SLONE
BID SECURITY	Stipulated	√	√	√	√
BASE SEALED BID	\$1,932,986.00	\$2,900,000.00	\$1,708,900.00	\$1,501,000.00	\$1,933,322.00
Donation	<\$10,000.00>	-	-	-	-
Time of Completion	213 Days				
ADDENDA					
#1	√	√	√	√	√
#2	√	√	√	√	√
ALTERNATES					
#1 Scoreboard Upgrade	\$2,622.00	\$3,500.00	\$3,000.00	\$76,352.00	\$3,000.00
#2 Sports Lighting	\$76,659.00	\$79,500.00	\$65,000.00	\$61,368.00	\$66,600.00
#3 Flagpoles	\$29,220.00	\$28,800.00	\$13,800.00	\$12,853.00	\$20,107.00
#4 Security Cameras	\$28,377.00	-	\$17,700.00	\$28,785.00	\$21,500.00
EXTRA WORK %					
TOTAL BID	\$2,059,864.00	\$3,011,800.00	\$1,808,400.00	\$1,680,358.00	\$2,044,529.00



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. M-6

Date: August 28, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute a Capital Improvements Project contract in the amount of \$1,501,920.00 with TanksCo, Inc. for the West 2nd Street Elevated Storage Tank Rehabilitation (Tyler Bid No. 24-023) and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

Item Reference:

Storage tank maintenance is required as part of Tyler Water Utilities' (TWU) dedication to providing safe and quality drinking water. Our elevated storage tanks (EST) help the system maintain pressure and provide a capacity buffer during periods of peak demand.

The West 2nd Street EST is located inside Loop 323 and plays a critical role in the distribution system on the west portion of Tyler. Staff identified this EST as being due for interior and exterior rehab. KSA began working on the design for this project in 2021, but due to priority shifts, it was just bid on July 23, 2024, and received seven (7) bids total as follows:

TanksCO, Inc - \$1,501,920.00
Dixie Painting & Sandblasting, Inc. - 1,557,981.00
Tank Pro, Inc. - \$1,680,142.56
Classic Protective Coatings, Inc. - \$1,744,887.00
N.G. Painting, LP - \$1,748,590.00
Viking Painting - \$1,943,619.00
BRZ Coatings, Inc. - \$1,971,560.00

The scope of this project includes sandblasting and painting the interior and exterior of the tank, the City logo, access improvements, steel repairs, a tank mixer, altitude valve and appurtenances, minor yard piping, and tank disinfection to prepare it for return to service.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to execute a Capital Improvements Project contract in the amount of \$1,501,920.00 with TanksCo, Inc. for the West 2nd Street Elevated Storage Tank Rehabilitation (Tyler Bid No. 24-023) and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

Attachments:

100313 Bid Tabulation

2024-07-24 J.Yanker Award Consideration Letter

Resolution - West 2nd street tank

Drafted/Recommended By:

Department Leader

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

Edited/Submitted By:

City Manager

BID TABULATION

City of Tyler
West 2nd Street Elevated Storage Tank Rehabilitation
KSA Project No. 100313 / Bid No. 24-023
Bid Date: July 23, 2024

01
TanksCo, Inc.
1102 County Road 4360
Decatur, TX 76234
731.882.2602

BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
BASE BID					
1.01	Mobilization, Insurance, and Bonds	LS	1	\$20,000.00	\$20,000.00
1.02	Clearing and Grubbing	LS	1	\$15,000.00	\$15,000.00
1.03	Existing Lead Paint Sampling and Testing	LS	1	\$5,000.00	\$5,000.00
1.04	Lead Abatement, Containment, and Disposal	LS	1	\$10,000.00	\$10,000.00
1.05	Remove and Reinstall Antenna	EA	1	\$5,000.00	\$5,000.00
1.06	Control Emissions from Blasting and Painting	LS	1	\$20,000.00	\$20,000.00
1.07	Steel Repairs	LBS	1,000	\$12.00	\$12,000.00
1.08	Weld Repairs	LF	200	\$80.00	\$16,000.00
1.09	Repair Pitted Steel with Epoxy Filler	GAL	50	\$400.00	\$20,000.00
1.10	Replace Tank Interior Ladder	EA	1	\$8,000.00	\$8,000.00
1.11	Interior Ladder Safety Climb System	EA	1	\$3,500.00	\$3,500.00
1.12	Exterior Leg Ladder Safety Climb System	EA	1	\$3,500.00	\$3,500.00
1.13	Exterior Roof Ladder Safety Climb System	EA	1	\$3,500.00	\$3,500.00
1.14	Replace Roof Vent Screen	EA	1	\$1,200.00	\$1,200.00
1.15	Riser Safety Grate	EA	1	\$4,500.00	\$4,500.00
1.16	Replace Roof Manway	EA	1	\$3,500.00	\$3,500.00
1.17	Remove Existing Level Probes and Repair Roof	LS	1	\$2,500.00	\$2,500.00
1.18	Blast and Paint Interior of 1,000,000 Gallon Elevated Storage Tank	LS	1	\$195,000.00	\$195,000.00
1.19	Blast and Paint Exterior of 1,000,000 Gallon Elevated Storage Tank	LS	1	\$295,000.00	\$295,000.00
1.20	Tank Logo	EA	1	\$10,500.00	\$10,500.00
1.21	OSHA Confined Space Entry Label	EA	2	\$500.00	\$1,000.00
1.22	Tank Mixer	LS	1	\$38,000.00	\$38,000.00
1.23	Disinfect Elevated Storage Tank	LS	1	\$3,500.00	\$3,500.00
1.24	Waterline Disinfection and Testing	LS	1	\$3,000.00	\$3,000.00
1.25	Demolish Valve House and Appurtenances	LS	1	\$32,000.00	\$32,000.00
1.26	Altitude Valve and Appurtenances	LS	1	\$228,000.00	\$228,000.00
1.27	Connect to Existing 16-in Waterline	EA	2	\$15,000.00	\$30,000.00
1.28	16-in Gate Valve Assembly	EA	2	\$25,000.00	\$50,000.00
1.29	Cut and Plug Existing 16-in Waterline	EA	2	\$4,000.00	\$8,000.00
1.30	16-in DI Waterline	LF	146	\$700.00	\$102,200.00
1.31	12-in Flap Valve	EA	1	\$6,000.00	\$6,000.00
1.32	Concrete Overflow Box	EA	1	\$12,000.00	\$12,000.00
1.33	6-in Drain Line	LF	54	\$180.00	\$9,720.00
1.34	8-in Drain Line	LF	10	\$500.00	\$5,000.00
1.35	12-in Drain Line	LF	143	\$300.00	\$42,900.00
1.36	Remove and Replace 48-in Manhole	EA	1	\$20,000.00	\$20,000.00
1.37	Concrete Drain Outlet Structure	EA	1	\$15,000.00	\$15,000.00
1.38	Cut and Plug Existing Drain Line	EA	1	\$2,500.00	\$2,500.00
1.39	Intruder Resistant Chain-link Fence Repairs	LF	190	\$140.00	\$26,600.00
1.40	16-in Wide Intruder Resistance Chain-link Double Gate	EA	1	\$3,500.00	\$3,500.00
1.41	Hydro mulch	AC	0.80	\$8,000.00	\$6,400.00
1.42	Trench Safety	LF	353	\$50.00	\$17,650.00
1.43	Excavation Safety	LS	1	\$5,000.00	\$5,000.00
1.44	Electrical, Controls, and SCADA Allowance	AL	1	\$130,250.00	\$130,250.00
1.45	Miscellaneous Allowance	AL	1	\$50,000.00	\$50,000.00
TOTAL BID AMOUNT					\$1,501,920.00

Compiled by:

KSA

TBPE Firm Registration No. F-1356



Jeremy Orr, P.E.

Municipal Team Leader

BID TABULATION

City of Tyler
West 2nd Street Elevated Storage Tank Rehabilitation
KSA Project No. 100313 / Bid No. 24-023
Bid Date: July 23, 2024

02 Dixie Painting & Sandblasting, Inc. 6703 Boggan Level Rd. Andalusia, AL 36420 334.923.4370	03 Tank Pro, Inc. 5500 Watermelon Road Northport, AL 35473 205.750.0444
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BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID							
1.01	Mobilization, Insurance, and Bonds	LS	1	\$20,000.00	\$20,000.00	\$80,000.00	\$80,000.00
1.02	Clearing and Grubbing	LS	1	\$9,800.00	\$9,800.00	\$9,800.00	\$9,800.00
1.03	Existing Lead Paint Sampling and Testing	LS	1	\$200.00	\$200.00	\$3,290.00	\$3,290.00
1.04	Lead Abatement, Containment, and Disposal	LS	1	\$30,000.00	\$30,000.00	\$45,000.00	\$45,000.00
1.05	Remove and Reinstall Antenna	EA	1	\$1,200.00	\$1,200.00	\$100.00	\$100.00
1.06	Control Emissions from Blasting and Painting	LS	1	\$95,000.00	\$95,000.00	\$75,000.00	\$75,000.00
1.07	Steel Repairs	LBS	1,000	\$8.00	\$8,000.00	\$20.00	\$20,000.00
1.08	Weld Repairs	LF	200	\$20.00	\$4,000.00	\$75.00	\$15,000.00
1.09	Repair Pitted Steel with Epoxy Filler	GAL	50	\$50.00	\$2,500.00	\$385.00	\$19,250.00
1.10	Replace Tank Interior Ladder	EA	1	\$8,000.00	\$8,000.00	\$9,925.00	\$9,925.00
1.11	Interior Ladder Safety Climb System	EA	1	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00
1.12	Exterior Leg Ladder Safety Climb System	EA	1	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
1.13	Exterior Roof Ladder Safety Climb System	EA	1	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00
1.14	Replace Roof Vent Screen	EA	1	\$500.00	\$500.00	\$400.00	\$400.00
1.15	Riser Safety Grate	EA	1	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00
1.16	Replace Roof Manway	EA	1	\$4,000.00	\$4,000.00	\$5,620.00	\$5,620.00
1.17	Remove Existing Level Probes and Repair Roof	LS	1	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00
1.18	Blast and Paint Interior of 1,000,000 Gallon Elevated Storage Tank	LS	1	\$250,000.00	\$250,000.00	\$264,116.00	\$264,116.00
1.19	Blast and Paint Exterior of 1,000,000 Gallon Elevated Storage Tank	LS	1	\$369,803.00	\$369,803.00	\$360,921.00	\$360,921.00
1.20	Tank Logo	EA	1	\$3,500.00	\$3,500.00	\$6,500.00	\$6,500.00
1.21	OSHA Confined Space Entry Label	EA	2	\$50.00	\$100.00	\$150.00	\$300.00
1.22	Tank Mixer	LS	1	\$40,000.00	\$40,000.00	\$55,000.00	\$55,000.00
1.23	Disinfect Elevated Storage Tank	LS	1	\$500.00	\$500.00	\$850.00	\$850.00
1.24	Waterline Disinfection and Testing	LS	1	\$1,600.00	\$1,600.00	\$1,500.00	\$1,500.00
1.25	Demolish Valve House and Appurtenances	LS	1	\$27,000.00	\$27,000.00	\$26,985.00	\$26,985.00
1.26	Altitude Valve and Appurtenances	LS	1	\$213,000.00	\$213,000.00	\$212,615.00	\$212,615.00
1.27	Connect to Existing 16-in Waterline	EA	2	\$10,200.00	\$20,400.00	\$10,200.00	\$20,400.00
1.28	16-in Gate Valve Assembly	EA	2	\$19,350.00	\$38,700.00	\$19,350.00	\$38,700.00
1.29	Cut and Plug Existing 16-in Waterline	EA	2	\$2,580.00	\$5,160.00	\$2,580.00	\$5,160.00
1.30	16-in DI Waterline	LF	146	\$622.00	\$90,812.00	\$622.00	\$90,812.00
1.31	12-in Flap Valve	EA	1	\$3,250.00	\$3,250.00	\$3,250.00	\$3,250.00
1.32	Concrete Overflow Box	EA	1	\$12,700.00	\$12,700.00	\$12,700.00	\$12,700.00
1.33	6-in Drain Line	LF	54	\$136.00	\$7,344.00	\$136.00	\$7,344.00
1.34	8-in Drain Line	LF	10	\$338.00	\$3,380.00	\$337.50	\$3,375.00
1.35	12-in Drain Line	LF	143	\$237.00	\$33,891.00	\$237.00	\$33,891.00
1.36	Remove and Replace 48-in Manhole	EA	1	\$13,900.00	\$13,900.00	\$13,900.00	\$13,900.00
1.37	Concrete Drain Outlet Structure	EA	1	\$11,800.00	\$11,800.00	\$11,800.00	\$11,800.00
1.38	Cut and Plug Existing Drain Line	EA	1	\$1,570.00	\$1,570.00	\$1,570.00	\$1,570.00
1.39	Intruder Resistant Chain-link Fence Repairs	LF	190	\$66.00	\$12,540.00	\$56.80	\$10,792.00
1.40	16-in Wide Intruder Resistance Chain-link Double Gate	EA	1	\$2,025.00	\$2,025.00	\$1,000.00	\$1,000.00
1.41	Hydro mulch	AC	0.80	\$6,200.00	\$4,960.00	\$5,187.50	\$4,150.00
1.42	Trench Safety	LF	353	\$32.00	\$11,296.00	\$31.52	\$11,126.56
1.43	Excavation Safety	LS	1	\$7,800.00	\$7,800.00	\$7,850.00	\$7,850.00
1.44	Electrical, Controls, and SCADA Allowance	AL	1	\$130,250.00	\$130,250.00	\$130,250.00	\$130,250.00
1.45	Miscellaneous Allowance	AL	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
TOTAL BID AMOUNT					\$1,557,981.00		\$1,680,142.56

BID TABULATION

City of Tyler
West 2nd Street Elevated Storage Tank Rehabilitation
KSA Project No. 100313 / Bid No. 24-023
Bid Date: July 23, 2024

04	05
Classic Protective Coatings, Inc. N7670 State Road 25 Menomonie, WI 54751 715.233.6267	N.G. Painting, LP 1225 Bandera Hwy., Ste A Kerrville, TX 78028 830.257.5940

BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID							
1.01	Mobilization, Insurance, and Bonds	LS	1	\$86,287.00	\$86,287.00	\$20,000.00	\$20,000.00
1.02	Clearing and Grubbing	LS	1	\$7,500.00	\$7,500.00	\$3,000.00	\$3,000.00
1.03	Existing Lead Paint Sampling and Testing	LS	1	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00
1.04	Lead Abatement, Containment, and Disposal	LS	1	\$56,220.00	\$56,220.00	\$5,000.00	\$5,000.00
1.05	Remove and Reinstall Antenna	EA	1	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00
1.06	Control Emissions from Blasting and Painting	LS	1	\$86,750.00	\$86,750.00	\$100,000.00	\$100,000.00
1.07	Steel Repairs	LBS	1,000	\$15.00	\$15,000.00	\$10.00	\$10,000.00
1.08	Weld Repairs	LF	200	\$55.00	\$11,000.00	\$30.00	\$6,000.00
1.09	Repair Pitted Steel with Epoxy Filler	GAL	50	\$250.00	\$12,500.00	\$100.00	\$5,000.00
1.10	Replace Tank Interior Ladder	EA	1	\$2,250.00	\$2,250.00	\$15,000.00	\$15,000.00
1.11	Interior Ladder Safety Climb System	EA	1	\$4,065.00	\$4,065.00	\$5,000.00	\$5,000.00
1.12	Exterior Leg Ladder Safety Climb System	EA	1	\$1,340.00	\$1,340.00	\$15,000.00	\$15,000.00
1.13	Exterior Roof Ladder Safety Climb System	EA	1	\$5,500.00	\$5,500.00	\$5,000.00	\$5,000.00
1.14	Replace Roof Vent Screen	EA	1	\$500.00	\$500.00	\$500.00	\$500.00
1.15	Riser Safety Grate	EA	1	\$5,800.00	\$5,800.00	\$5,000.00	\$5,000.00
1.16	Replace Roof Manway	EA	1	\$2,900.00	\$2,900.00	\$7,000.00	\$7,000.00
1.17	Remove Existing Level Probes and Repair Roof	LS	1	\$1,450.00	\$1,450.00	\$1,500.00	\$1,500.00
1.18	Blast and Paint Interior of 1,000,000 Gallon Elevated Storage Tank	LS	1	\$224,460.00	\$224,460.00	\$240,000.00	\$240,000.00
1.19	Blast and Paint Exterior of 1,000,000 Gallon Elevated Storage Tank	LS	1	\$609,718.00	\$609,718.00	\$450,000.00	\$450,000.00
1.20	Tank Logo	EA	1	\$11,280.00	\$11,280.00	\$10,000.00	\$10,000.00
1.21	OSHA Confined Space Entry Label	EA	2	\$250.00	\$500.00	\$200.00	\$400.00
1.22	Tank Mixer	LS	1	\$33,630.00	\$33,630.00	\$55,000.00	\$55,000.00
1.23	Disinfect Elevated Storage Tank	LS	1	\$1,200.00	\$1,200.00	\$3,000.00	\$3,000.00
1.24	Waterline Disinfection and Testing	LS	1	\$1,200.00	\$1,200.00	\$3,000.00	\$3,000.00
1.25	Demolish Valve House and Appurtenances	LS	1	\$39,650.00	\$39,650.00	\$30,000.00	\$30,000.00
1.26	Altitude Valve and Appurtenances	LS	1	\$35,160.00	\$35,160.00	\$236,000.00	\$236,000.00
1.27	Connect to Existing 16-in Waterline	EA	2	\$3,725.00	\$7,450.00	\$12,000.00	\$24,000.00
1.28	16-in Gate Valve Assembly	EA	2	\$27,245.00	\$54,490.00	\$23,000.00	\$46,000.00
1.29	Cut and Plug Existing 16-in Waterline	EA	2	\$4,400.00	\$8,800.00	\$3,000.00	\$6,000.00
1.30	16-in DI Waterline	LF	146	\$417.00	\$60,882.00	\$700.00	\$102,200.00
1.31	12-in Flap Valve	EA	1	\$6,230.00	\$6,230.00	\$4,000.00	\$4,000.00
1.32	Concrete Overflow Box	EA	1	\$11,680.00	\$11,680.00	\$14,500.00	\$14,500.00
1.33	6-in Drain Line	LF	54	\$84.00	\$4,536.00	\$150.00	\$8,100.00
1.34	8-in Drain Line	LF	10	\$100.00	\$1,000.00	\$300.00	\$3,000.00
1.35	12-in Drain Line	LF	143	\$327.00	\$46,761.00	\$250.00	\$35,750.00
1.36	Remove and Replace 48-in Manhole	EA	1	\$12,400.00	\$12,400.00	\$15,000.00	\$15,000.00
1.37	Concrete Drain Outlet Structure	EA	1	\$46,000.00	\$46,000.00	\$15,000.00	\$15,000.00
1.38	Cut and Plug Existing Drain Line	EA	1	\$1,350.00	\$1,350.00	\$1,000.00	\$1,000.00
1.39	Intruder Resistant Chain-link Fence Repairs	LF	190	\$113.00	\$21,470.00	\$160.00	\$30,400.00
1.40	16-in Wide Intruder Resistance Chain-link Double Gate	EA	1	\$3,130.00	\$3,130.00	\$3,000.00	\$3,000.00
1.41	Hydro mulch	AC	0.80	\$17,240.00	\$13,792.00	\$3,000.00	\$2,400.00
1.42	Trench Safety	LF	353	\$12.00	\$4,236.00	\$30.00	\$10,590.00
1.43	Excavation Safety	LS	1	\$2,070.00	\$2,070.00	\$10,000.00	\$10,000.00
1.44	Electrical, Controls, and SCADA Allowance	AL	1	\$130,250.00	\$130,250.00	\$130,250.00	\$130,250.00
1.45	Miscellaneous Allowance	AL	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
TOTAL BID AMOUNT					\$1,744,887.00		\$1,748,590.00

BID TABULATION

City of Tyler
West 2nd Street Elevated Storage Tank Rehabilitation
KSA Project No. 100313 / Bid No. 24-023
Bid Date: July 23, 2024

06 Viking Painting 10905 Harrison Street La Vista, NE 68128 833.847.8265	07 BRZ Coatings, Inc. 5500 Timber Ridge Watauga, TX 76137 501.305.9998
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BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID							
1.01	Mobilization, Insurance, and Bonds	LS	1	\$23,600.00	\$23,600.00	\$20,000.00	\$20,000.00
1.02	Clearing and Grubbing	LS	1	\$7,400.00	\$7,400.00	\$3,000.00	\$3,000.00
1.03	Existing Lead Paint Sampling and Testing	LS	1	\$9,400.00	\$9,400.00	\$2,000.00	\$2,000.00
1.04	Lead Abatement, Containment, and Disposal	LS	1	\$339,400.00	\$339,400.00	\$72,000.00	\$72,000.00
1.05	Remove and Reinstall Antenna	EA	1	\$2,200.00	\$2,200.00	\$3,000.00	\$3,000.00
1.06	Control Emissions from Blasting and Painting	LS	1	\$15,400.00	\$15,400.00	\$70,000.00	\$70,000.00
1.07	Steel Repairs	LBS	1,000	\$20.00	\$20,000.00	\$20.00	\$20,000.00
1.08	Weld Repairs	LF	200	\$35.00	\$7,000.00	\$25.00	\$5,000.00
1.09	Repair Pitted Steel with Epoxy Filler	GAL	50	\$450.00	\$22,500.00	\$500.00	\$25,000.00
1.10	Replace Tank Interior Ladder	EA	1	\$6,800.00	\$6,800.00	\$3,000.00	\$3,000.00
1.11	Interior Ladder Safety Climb System	EA	1	\$2,200.00	\$2,200.00	\$3,000.00	\$3,000.00
1.12	Exterior Leg Ladder Safety Climb System	EA	1	\$2,200.00	\$2,200.00	\$3,500.00	\$3,500.00
1.13	Exterior Roof Ladder Safety Climb System	EA	1	\$2,200.00	\$2,200.00	\$2,500.00	\$2,500.00
1.14	Replace Roof Vent Screen	EA	1	\$400.00	\$400.00	\$500.00	\$500.00
1.15	Riser Safety Grate	EA	1	\$8,500.00	\$8,500.00	\$3,000.00	\$3,000.00
1.16	Replace Roof Manway	EA	1	\$5,500.00	\$5,500.00	\$6,000.00	\$6,000.00
1.17	Remove Existing Level Probes and Repair Roof	LS	1	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00
1.18	Blast and Paint Interior of 1,000,000 Gallon Elevated Storage Tank	LS	1	\$183,200.00	\$183,200.00	\$257,000.00	\$257,000.00
1.19	Blast and Paint Exterior of 1,000,000 Gallon Elevated Storage Tank	LS	1	\$268,900.00	\$268,900.00	\$477,000.00	\$477,000.00
1.20	Tank Logo	EA	1	\$8,500.00	\$8,500.00	\$7,000.00	\$7,000.00
1.21	OSHA Confined Space Entry Label	EA	2	\$350.00	\$700.00	\$500.00	\$1,000.00
1.22	Tank Mixer	LS	1	\$66,900.00	\$66,900.00	\$50,000.00	\$50,000.00
1.23	Disinfect Elevated Storage Tank	LS	1	\$700.00	\$700.00	\$1,000.00	\$1,000.00
1.24	Waterline Disinfection and Testing	LS	1	\$2,300.00	\$2,300.00	\$20,000.00	\$20,000.00
1.25	Demolish Valve House and Appurtenances	LS	1	\$39,000.00	\$39,000.00	\$40,000.00	\$40,000.00
1.26	Altitude Valve and Appurtenances	LS	1	\$307,000.00	\$307,000.00	\$320,000.00	\$320,000.00
1.27	Connect to Existing 16-in Waterline	EA	2	\$14,800.00	\$29,600.00	\$35,000.00	\$70,000.00
1.28	16-in Gate Valve Assembly	EA	2	\$28,050.00	\$56,100.00	\$19,000.00	\$38,000.00
1.29	Cut and Plug Existing 16-in Waterline	EA	2	\$3,750.00	\$7,500.00	\$4,000.00	\$8,000.00
1.30	16-in DI Waterline	LF	146	\$900.00	\$131,400.00	\$550.00	\$80,300.00
1.31	12-in Flap Valve	EA	1	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00
1.32	Concrete Overflow Box	EA	1	\$18,500.00	\$18,500.00	\$30,000.00	\$30,000.00
1.33	6-in Drain Line	LF	54	\$200.00	\$10,800.00	\$245.00	\$13,230.00
1.34	8-in Drain Line	LF	10	\$490.00	\$4,900.00	\$830.00	\$8,300.00
1.35	12-in Drain Line	LF	143	\$338.00	\$48,334.00	\$290.00	\$41,470.00
1.36	Remove and Replace 48-in Manhole	EA	1	\$19,200.00	\$19,200.00	\$19,000.00	\$19,000.00
1.37	Concrete Drain Outlet Structure	EA	1	\$22,500.00	\$22,500.00	\$25,000.00	\$25,000.00
1.38	Cut and Plug Existing Drain Line	EA	1	\$2,300.00	\$2,300.00	\$5,000.00	\$5,000.00
1.39	Intruder Resistant Chain-link Fence Repairs	LF	190	\$95.00	\$18,050.00	\$55.00	\$10,450.00
1.40	16-in Wide Intruder Resistance Chain-link Double Gate	EA	1	\$2,900.00	\$2,900.00	\$7,000.00	\$7,000.00
1.41	Hydro mulch	AC	0.80	\$8,250.00	\$6,600.00	\$5,000.00	\$4,000.00
1.42	Trench Safety	LF	353	\$45.00	\$15,885.00	\$20.00	\$7,060.00
1.43	Excavation Safety	LS	1	\$10,900.00	\$10,900.00	\$4,000.00	\$4,000.00
1.44	Electrical, Controls, and SCADA Allowance	AL	1	\$130,250.00	\$130,250.00	\$130,250.00	\$130,250.00
1.45	Miscellaneous Allowance	AL	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
TOTAL BID AMOUNT					\$1,943,619.00		\$1,971,560.00

July 24, 2024

Mr. Jacob Yanker
Project Engineer
City of Tyler
511 W. Locust St.
Tyler, TX 75702

via email

RE: City of Tyler
West 2nd Street Elevated Storage Tank Rehabilitation
KSA Project No. 100313 / Bid No. 24-023
Award Consideration & Bid Tabulation

Dear Mr. Yanker:

Sealed bids were received for the above referenced project on Tuesday, July 23, 2024, at 2:00 P.M. at the City of Tyler Purchasing Office and then publicly opened and read aloud in the City Council Chambers. A total of seven (7) bids were received, as shown on the attached bid tabulation.

The notification and advertising process for this bid included advertisement in the local newspaper, electronic notifications to contractors and subcontractors known to perform this type of work, and presentation of the plans and specifications on www.civcastusa.com.

TanksCo, Inc., of Decatur, Texas submitted the low total bid in the amount of \$1,501,920.00

From the review of the information provided in the bid proposal, the low bidder appears qualified to perform the work required and is capable of successfully completing the project.

Sincerely,

KSA



Jeremy Orr, P.E.
Municipal Team Leader

Enclosure: Bid Tabulation

cc:

RESOLUTION NO. R-2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT FOR THE CONSTRUCTION OF THE WEST 2nd STREET ELEVATED STORAGE TANK REHABILITATION PROJECT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Tyler, Texas reserves the right to issue debt for the construction of the West 2nd Street Elevated Storage Tank Rehabilitation project and further intends to make certain capital expenditures with respect to the Project and currently reserves the right to reimburse the capital expenditures with proceeds of such debt; and

WHEREAS, under 26 CFR § 1.150-2, (the “Regulation”), to fund such reimbursement with proceeds of tax-exempt obligations, the Issuer must declare its expectation to make such reimbursement; and

WHEREAS, the Issuer desires to preserve its ability to reimburse the capital expenditures with proceeds of tax-exempt obligations,

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

Part 1: That the City of Tyler reasonably expects to reserve the right to reimburse capital expenditures with respect to the Project with proceeds of future potential debt hereafter which may be incurred by the issuer, and that this Resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Project is \$1,501,920.00

Part 2: That this Resolution shall be effective immediately upon adoption.

PASSED AND APPROVED, this the 28th day of August, 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-7

Date: August 28, 2024

Subject: Request that the City Council consider the designation of Reinvestment Zone Number Fourteen (Hiland Dairy), City of Tyler, Texas, for industrial tax abatement, and authorize the City Manager to finalize and enter into a tax abatement agreement with Hiland Dairy Foods and to sign all documents necessary to implement the tax abatement agreement.

Item Reference: **Property Redevelopment and Tax Abatement Act; Texas Tax Code Chapter 312; Tyler City Code Sections 2-30 - 2-32.**

On May 8, the City Council accepted the Annual Review of City of Tyler tax abatements, which included the City of Tyler Reinvestment Zone Committee's report and abatement recommendation for Hiland Dairy's final year of its five-and-half-year tax abatement. As of December 31, 2023, Hiland invested \$14 million and added 86 new jobs at the Dairy facility, totaling 160 employees. Per the tax abatement agreement, they were eligible for the agreed-upon 50 percent abatement for 2024. This abatement included upgrading the Hiland Dairy facility at 200 N. Fuller Street in Tyler. The expansion and improvements project was expected to generate up to \$45 million in new investment and create up to 80 new jobs with an average pay of \$50,000 annually.

Hiland Dairy Foods Company is an award-winning processor and distributor of dairy foods and other beverages. Founded in 1938, the company is based in Springfield, Missouri. The company has approximately 4,000 employees and operates 19 processing plants in Arkansas, Kansas, Missouri, Nebraska, Oklahoma, and Texas, with 64 regional distribution centers. Hiland uses the latest high-tech robotics and other state-of-the-art technologies, ensuring that its milk typically goes from cow to table within 48 hours.

Hiland Dairy is farmer-owned, which ensures control of the quality and consistency of Hiland Dairy milk from farm to table. That is how the company knows its milk is fresh and pure, produced with no artificial growth hormones, and tested for antibiotics. Additionally, the quality and control process assures that Hiland's milk and dairy products are produced responsibly and sustainably. From water and energy conservation to recycling and animal care, Hiland's farmer-owners are committed to minimizing waste and environmental impact.

In February 2017, Hiland Dairy announced plans to expand its footprint and support economic development in Tyler, Texas, by acquiring the manufacturing assets of Brookshire Grocery Company's ice cream, dairy, and water plants. Currently, Hiland is in the process of expanding and upgrading its dairy facility at 200 N. Fuller Street in Tyler.

The expansion and improvements project will generate up to \$98 million in new investment and create 30 new jobs. The average pay for the new positions is estimated to be \$66,000 per year. The project would add over 90,000 square feet of dry storage, refrigerated storage, and production space. In addition, the number of production lines would increase to eight with space for two additional lines in the future.

On July 25, the City of Tyler Reinvestment Zone Committee considered a tax abatement based on an investment of \$99 million.

RECOMMENDATION:

It is recommended that the City Council consider the designation of Reinvestment Zone Number Fourteen (Hiland Dairy), City of Tyler, Texas, for industrial tax abatement, and authorize the City Manager to finalize and enter into a tax abatement agreement with Hiland Dairy Foods and to sign all documents necessary to implement the tax abatement agreement.

Attachments:

[Hiland Dairy Abatement Agreement 2024 - DRAFT ONLY TEMPLATE](#)

Drafted/Recommended By:

Department Leader

Heather Nick, AICP, Assistant City Manager

Edited/Submitted By:

City Manager

THE STATE OF TEXAS)

COUNTY OF SMITH)

AGREEMENT

This Agreement is entered into by and between the City of Tyler, Texas, a home rule city and municipal corporation of Smith County, Texas, duly acting herein by and through its City Manager, hereinafter referred to as CITY; the County of Smith, Texas, duly acting herein by and through its County Judge; and the Tyler Junior College District, duly acting herein by and through its President of the Board of Trustees; hereinafter referred to collectively as TAXING UNITS; and HILAND DAIRY FOODS, duly acting by and through its President, _____, hereinafter referred to as OWNER.

WITNESSETH

WHEREAS, on the 28th day of August, 2024, the City Council of the City of Tyler, Texas, approved Ordinance No. O-2024-____ designating Reinvestment Zone Number Fourteen (Hiland Dairy), City of Tyler, Texas, for industrial tax abatement, hereinafter referred to as the ORDINANCE, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as **the** STATUTE; and

WHEREAS, the CITY has adopted an ordinance set out in Code Sections 2-30 through 2-33, stating that it elects to be eligible to participate in tax abatement, hereinafter referred to as the POLICY; and

WHEREAS, the POLICY constitutes appropriate guidelines and criteria governing tax abatement agreements to be entered into by the CITY as contemplated by the STATUTE; and

WHEREAS, in order to maintain and/or enhance the commercial/industrial economic and employment base of the Tyler area to the long-term interest and benefit of the CITY and TAXING UNITS, in accordance with said ORDINANCE and STATUTE; and

WHEREAS, the contemplated use of the PREMISES, as hereinafter defined, the contemplated improvements to the PREMISES in the amount as set forth in this Agreement, and the other terms hereof are consistent with encouraging development of said reinvestment zone, in accordance with the purposes for its creation, and are in compliance with the POLICY, ORDINANCE, and similar guidelines and criteria adopted by the CITY and all applicable law;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. The property to be the subject of this Agreement shall be that property belonging to OWNER and described and shown on the maps attached hereto as EXHIBITS A-A1 and B made a part hereof and shall be hereinafter referred to as the PREMISES. The PREMISES are located entirely within the City of Tyler and within a statutorily qualified reinvestment zone.
2. The OWNER shall commence its Dairy Operation Improvements on the PREMISES (hereinafter referred to as IMPROVEMENTS) with total equipment, associated improvement, and installation costs of up to Ninety-Nine Million Dollars (\$99,000,000) which will be subject to abatement under this Agreement, as further described in EXHIBITS C-C2, made a part hereof. The OWNER shall have such additional time to

AGREEMENT
CITY/TAXING UNITS/HILAND DAIRY FOODS

complete the IMPROVEMENTS as may be required in the event of "force majeure" if OWNER is diligently and faithfully pursuing completion of the IMPROVEMENTS. For this purpose, "force majeure" shall mean any contingency or cause beyond the reasonable control of OWNER, including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, governmental or de facto governmental action (unless caused by acts or omissions of OWNER), fires, explosions or floods, and strikes.

3. The proposed kind, number, and location of all IMPROVEMENTS are described in EXHIBIT C1-C2. In addition, layout plans showing the location of new equipment as planned are described in EXHIBIT C and will be provided to the office of the Smith County Appraisal District **prior to** commencement of construction. After completion of IMPROVEMENTS, the OWNER shall provide the Appraisal District with layout plans showing the IMPROVEMENTS as completed and shall certify in writing to the City of Tyler Reinvestment Zone Committee the costs of those facilities and other tangible personal property, and costs associated with installation of that property. Such certification shall be deemed to be incorporated by reference herein and made a part hereof for all purposes. OWNER's abatement may be denied or reduced for failure to provide the floor plans and certification in a timely manner (also see Paragraph 6).
4. The OWNER agrees and covenants that it will diligently and faithfully, in a good and workmanlike manner, pursue the completion of the IMPROVEMENTS as a good and valuable consideration of this Agreement. OWNER further covenants and agrees that all installation of the IMPROVEMENTS will be in accordance with all applicable state and local laws and regulations or valid waiver thereof. In further consideration, OWNER shall thereafter **Continuously Operate** and maintain during the term of the Agreement, except as excused because of "force majeure" events as defined above in Paragraph 2, the PREMISES **as a dairy operation** ~~the engineering and consulting facility~~ of OWNER. **"Continuously Operate" shall mean**

The PREMISES and the IMPROVEMENTS constructed thereon shall at all times during the term of this Agreement be used in a manner that is consistent with the City's general purpose of encouraging development in the Zone and the City's comprehensive zoning ordinance, as amended.

5. The OWNER agrees and covenants to show reasonable progress toward the creation of 30 new full-time equivalent Tyler-based JOBS by December 31, 2029, according to the conditions in Paragraph 12. OWNER will provide information on employment levels as of December 31 each year. Formal announcement of company closure may be cause for immediate termination of this Agreement.

AGREEMENT
CITY/TAXING UNITS/HILAND DAIRY FOODS

6. Compliance with this tax abatement Agreement will be monitored by the City of Tyler Reinvestment Zone Committee on at least an annual basis. The OWNER will be required to provide written documentation upon request of the Committee on or before March 1 each year that reasonable progress has been made toward all of the requirements set forth in this Agreement. Each year's abatement during the term of this Agreement shall stand on its own. If the conditions for abatement are not substantially met for a year, the taxing entities may choose to terminate this Agreement, continue the Agreement without any abatement for that year, or reduce the amount of abatement according to the conditions in Paragraph 12. Further, the City of Tyler Reinvestment Zone Committee may recommend to the taxing entities a full yearly abatement if, after their review and in their opinion, substantial compliance by OWNER has been achieved.
7. In the event that (1) the IMPROVEMENTS and additional JOBS for which the Reinvestment Zone has been created are not completed substantially in accordance with this Agreement, and subject to the conditions listed in Paragraph 12, or (2) OWNER allows its ad valorem taxes owed the CITY or TAXING UNITS to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes, or (3) OWNER breaches any other material terms or conditions of this Agreement, then this Agreement shall be in default. In the event that the OWNER defaults in its performance of (1), (2), or (3) above, then the CITY or TAXING UNITS shall give the OWNER written notice of such default and, if the OWNER has not cured such default within thirty (30) days of said written notice, or if such default cannot be cured by the payment of money and cannot with due diligence be cured within a ninety (90) day period owing to causes beyond the control of the OWNER, this Agreement may be terminated or modified by the CITY or TAXING UNITS. Notice shall be in writing and shall be delivered by personal delivery or certified mail to OWNER, at its Tyler address of record with a copy to OWNER'S corporate headquarters located at 830 East Primrose Street, Springfield, Missouri, 65807. As liquidated damages, in the event of default and subject to the terms of Paragraph 6, all taxes for the year of default which otherwise would have been paid to the CITY and TAXING UNITS without the benefit of abatement under this Agreement (but without the addition of penalty; interest will be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas) will become a debt to the CITY and TAXING UNITS and shall be due, owing, and paid to the CITY and TAXING UNITS within sixty (60) days of the expiration of the above mentioned applicable cure period as the sole remedy of the CITY and TAXING UNITS, subject to any and all lawful offsets, settlements, deductions, or credits to which OWNER may be entitled. In the event a debt is created, the City of Tyler Reinvestment Zone Committee shall consider all factors in determining whether to recommend the debt be collected and the terms of that collection. The parties acknowledge that actual damages, in the event of default and termination, would be speculative and difficult to determine.
8. The CITY and TAXING UNITS each represent and warrant that the PREMISES do not include any property that is owned by a member of their respective councils or boards, agencies, commissions, or other governmental bodies approving or having responsibility for the approval of this Agreement.

AGREEMENT
CITY/TAXING UNITS/HILAND DAIRY FOODS

9. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. The Agreement cannot be assigned by OWNER unless written permission is first granted by the CITY and TAXING UNITS, which permission shall be at the sole discretion of the CITY and TAXING UNITS, except under the following conditions:
 - A. Assignment to a wholly-owned subsidiary of OWNER or its parent company is permissible.
 - B. A transfer of interest, under a "Sale and Lease Back", is permissible wherein OWNER or a wholly-owned subsidiary or affiliate of OWNER shall continue to conduct business on the subject PREMISES.
10. It is understood and agreed between the parties that the OWNER, in performing its obligations hereunder, is acting independently, and the CITY and TAXING UNITS assume no responsibilities or liabilities in connection therewith to third parties, and OWNER agrees to indemnify and hold CITY and TAXING UNITS harmless therefrom; it is further understood and agreed among the parties that the CITY and the TAXING UNITS, in performing their obligations hereunder, are each acting independently, and OWNER assumes no responsibilities or liabilities in connection therewith to third parties, and, to the extent permitted by law, the CITY and TAXING UNITS agree to indemnify and hold OWNER harmless therefrom.
11. The OWNER further agrees that the CITY and TAXING UNITS, their agents and employees, shall have reasonable right of access to the PREMISES to inspect the IMPROVEMENTS in order to ensure that the construction of the IMPROVEMENTS is in accordance with this Agreement and all applicable state and local laws and regulations or valid waiver thereof. After completion of the IMPROVEMENTS and until the expiration of this Agreement, the CITY and TAXING UNITS shall have the continuing right to inspect the PREMISES subject to reasonable security requirements of the OWNER, to ensure that the PREMISES are thereafter maintained and operated in accordance with this Agreement.
12. Subject to the terms and conditions of this Agreement, and subject to the rights and holders of any outstanding bonds of the CITY and TAXING UNITS, a portion of ad valorem real and personal property taxes from the PREMISES otherwise owed to the CITY and TAXING UNITS shall be abated. Said abatement shall be an amount equal to a fixed percentage as defined below of the taxes assessed upon the increased value of the IMPROVEMENTS to the PREMISES up to Ninety-Nine Million Dollars (\$99,000,000) over the value in the year in which this Agreement is executed, or the appropriate depreciated value thereafter, and in accordance with the terms of this Agreement and all applicable state and local regulations or valid waiver thereof; provided that the OWNER shall have the right to protest and/or contest any assessment of the PREMISES and said abatement shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest. Said abatement shall extend for a period of 10 years beginning the 1st day of January 2026. In accordance with the above, the abatement shall be 100% for tax year 2026, provided that the employment base, (definition of employment base stated here), of is maintained by December 31, 2025. The abatement shall be 100% for tax years 2027-2029, provided at least new Qualified Jobs (definition of Qualified Jobs stated here) have been created (add standard/definition of how job maintenance

AGREEMENT
CITY/TAXING UNITS/HILAND DAIRY FOODS

/retention will be satisfied/evaluated here by December 31, 2026. The abatement shall be 80% for tax years 2030-2032, provided that at least 30 total new Qualified Jobs have been created by December 31, 2029 (including the 10 created by December 31, 2026). The abatement shall be 50% for tax years 2033-2034, provided that at least _____ full-time jobs are located at the PREMISES on December 31, 2032. The abatement shall be 40% for tax year 2035, provided that at least _____ full-time jobs have been maintained by December 31, 2034 (add standard/definition of how job maintenance /retention will be satisfied/evaluated here). Subject to the review and recommendation of the City of Tyler Reinvestment Zone Committee, the percentage of abatement, shall be based upon the prior year's employment at December 31 divided by the job goal for that year (full-time Qualified Jobs). (Example: If OWNER has 80 Qualified Jobs at 12/31/2025, that would be $80/110 = 73\%$ for tax year 2026.) Notwithstanding the above and in accordance with Section 6 of this agreement, in the event OWNER fails to achieve at least forty percent (40%) of the new Qualified Job compliance on December 31 of the prior year, the City of Tyler Reinvestment Zone Committee shall discuss and then vote as to a recommendation to the taxing entities for possible termination, continuation or revision of this Agreement.

<u>job requirements</u>	<u>by</u>	<u>abatement for tax year</u>
Maintain job base of 110	12/31/2025	100% for 2026
add 10 new Qualified Jobs (total of 120 fulltime jobs)	12/31/2026	100% for 2027-2029
add 20 additional new Qualified Jobs (total of 140 fulltime jobs)	12/31/2029	80% for 2030-2032
Maintain 140 fulltime jobs	12/31/2032	50% for 2033-2034
Maintain 140 fulltime jobs	12/31/2034	40% for 2035

13. The term shall be from January 1, 2026, through December 31, 2035.
14. This Agreement was authorized by the City Council at its Council meeting on the August 28, 2024, authorizing the City Manager to execute the Agreement on behalf of the City.
15. This Agreement was authorized by the Minutes of the Commissioners Court of Smith County, Texas, at its meeting on the _____, whereupon it was duly determined that the County Judge would execute the Agreement on behalf of Smith County.
16. This Agreement was authorized by the Minutes of the Board of Trustees of the Tyler Junior College District at its Board Meeting on the _____, whereupon it was duly determined that the Board President would execute the Agreement on behalf of the Tyler Junior College District.
17. This Agreement was entered into by HILAND DAIRY FOODS for which President _____ is authorized to execute this Agreement on behalf of OWNER, a copy of which Certification is attached hereto as EXHIBIT D.
18. This shall constitute a valid and binding Agreement between the CITY, TAXING UNITS, and OWNER, when executed in accordance herewith and constitutes the entire agreement between the parties and shall supersede all previous understandings, agreements and representations, either oral or written, between the parties with respect to the subject matter hereof. No modification of this Agreement

AGREEMENT
CITY/TAXING UNITS/HILAND DAIRY FOODS

shall be binding unless by written agreement of the parties and signed by their duly authorized representatives in which express reference is made to the provision of this Agreement being so modified.

AGREEMENT
CITY/TAXING UNITS/HILAND DAIRY FOODS

This Agreement is performable in Smith County, Texas. Witness our hands this 28th Day of August 2024.

ATTEST: CITY OF TYLER, TEXAS

CITY CLERK

CITY MANAGER

APPROVED AS TO FORM:

CITY ATTORNEY

ATTEST: COMMISSIONERS COURT OF SMITH COUNTY

COUNTY CLERK

COUNTY JUDGE

APPROVED AS TO FORM:

ATTORNEY FOR COMMISSIONERS COURT OF SMITH COUNTY, TEXAS

ATTEST: TYLER JUNIOR COLLEGE DISTRICT

SECRETARY, BOARD OF TRUSTEES

PRESIDENT OF THE BOARD OF TRUSTEES

APPROVED AS TO FORM:

ATTORNEY FOR TYLER JUNIOR COLLEGE DISTRICT

HILAND DAIRY FOODS

PRESIDENT

AGREEMENT
CITY/TAXING UNITS/HILAND DAIRY FOODS

Exhibit D

Certificate of Authorization

Hiland Dairy Foods

As President of HILAND DAIRY FOODS, I, _____, am authorized to sign the Agreement for Tax Abatement on Hiland's expansion project.

Name: _____

Signature: _____
Hiland Dairy Foods



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. C-A-1

Date: August 28, 2024

Subject: Request that the City Council consider reviewing and accepting the Investment Report for the quarter ending June 30, 2024.

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 June 30, 2024.

RECOMMENDATION:

Request that the City Council consider reviewing and accepting the Investment Report for the quarter ending June 30, 2024.

Attachments:

[Investment Portfolio June 30, 2024 Signed](#)
[Investments held on June 30](#)
[Market Outlook 2024 07 05](#)

Drafted/Recommended By:
Department Leader Keidric Trimble, CFO

Edited/Submitted By:
City Manager



INVESTMENT PORTFOLIO SUMMARY

For the Quarter Ended

June 30, 2024

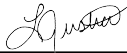
Prepared by

Valley View Consulting, L.L.C.

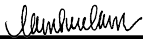
The investment portfolio of the City of Tyler is in compliance with the Public Funds Investment Act and the Investment Policy.



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	March 31, 2024			June 30, 2024		
	Ave. Yield	Book Value	Market Value	Ave. Yield	Book Value	Market Value
Pools/Bank	4.78%	\$ 42,832,019	\$ 42,832,019	4.31%	\$ 23,045,989	\$ 23,045,989
Securities/CDs	4.75%	105,280,527	105,245,767	4.98%	117,607,078	117,607,078
Totals	4.76%	\$ 148,112,546	\$ 148,077,786	4.87%	\$ 140,653,067	\$ 140,653,067

Current Quarter Average Yield (1)

Total Portfolio 4.87%

Fiscal Year-to-Date Average Yield (2)

Total Portfolio 4.75%

Interest Earnings

Quarterly Interest Income \$ 1,814,254 Approximate
Year-to-date Interest Income \$ 5,182,793 Approximate

Bank Fees Offset

Quarterly Bank Fees Offset \$ 11,094
Year-to-date Bank Fees Offset \$ 34,888

Hotel Bond

Asset Type	March 31, 2024			June 30, 2024		
	Ave. Yield	Book Value	Market Value	Ave. Yield	Book Value	Market Value
Pools/Bank	5.47%	\$ 7,356	\$ 7,356	5.41%	\$ 5,580	\$ 5,580
Totals	5.47%	\$ 7,356	\$ 7,356	5.41%	\$ 5,580	\$ 5,580

Current Quarter Average Yield (1)

Total Portfolio 5.41%

Fiscal Year-to-Date Average Yield (2)

Total Portfolio 5.48%

Interest Earnings

Quarterly Interest Income \$ 99 Approximate
Year-to-date Interest Income \$ 266 Approximate

Summary

Quarter End Results by Investment Category

(Continued)

Water Utilities Revenue Bond

Asset Type	March 31, 2024			June 30, 2024		
	Ave. Yield	Book Value	Market Value	Ave. Yield	Book Value	Market Value
Pools/Bank	5.13%	\$ 59,591,727	\$ 59,591,727	5.13%	\$ 52,952,392	\$ 52,952,392
Totals	5.13%	\$ 59,591,727	\$ 59,591,727	5.13%	\$ 52,952,392	\$ 52,952,392

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 \$ 715,617 Approximate
 Year-to-date Interest Income \$ 1,853,308 Approximate

Total Portfolio

Current Quarter Average Yield (1)

Total Portfolio 4.94%

Rolling Three Month Treasury 5.46%
 Rolling Six Month Treasury 5.37%
 TexPool 5.32%

Fiscal Year-to-Date Average Yield (2)

Total Portfolio 4.89%

Rolling Three Month Treasury 5.48%
 Rolling Six Month Treasury 5.40%
 TexPool 5.33%

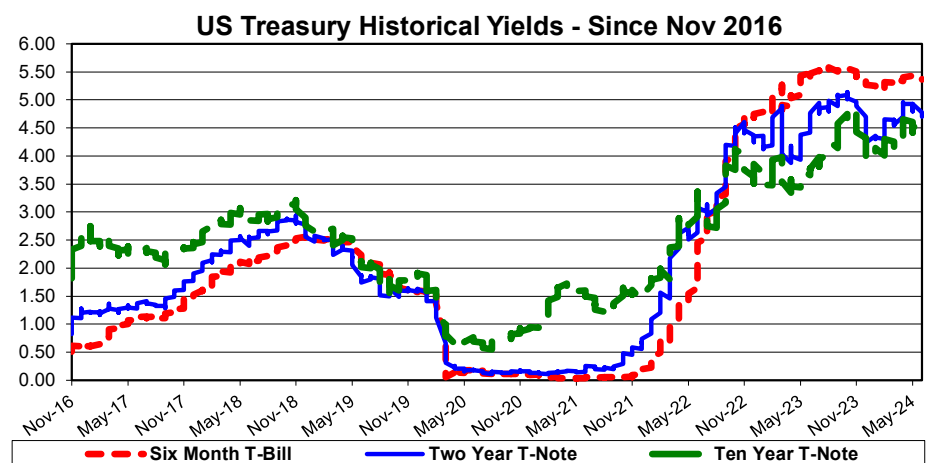
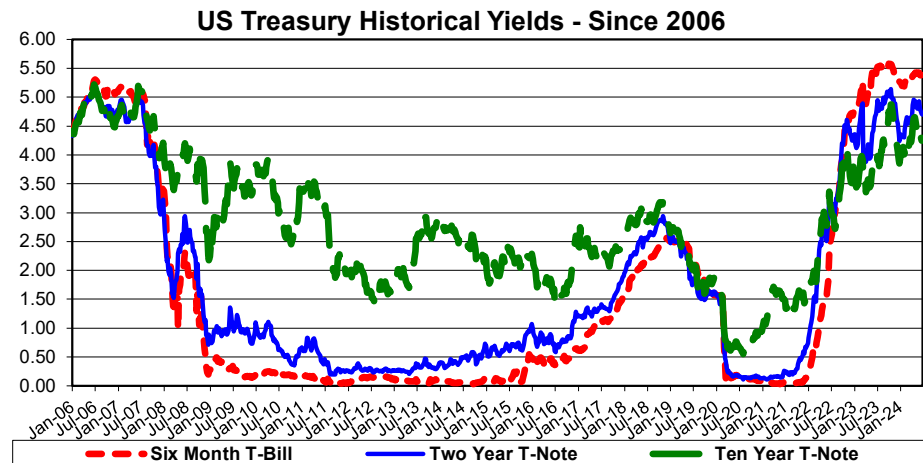
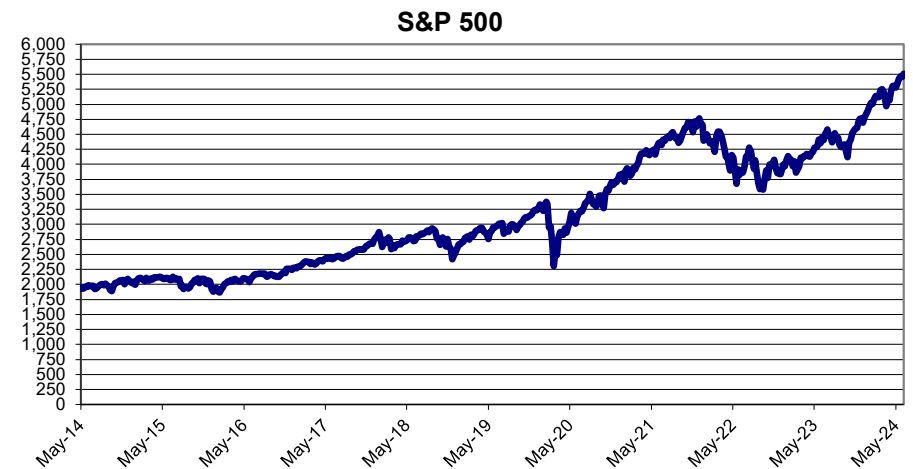
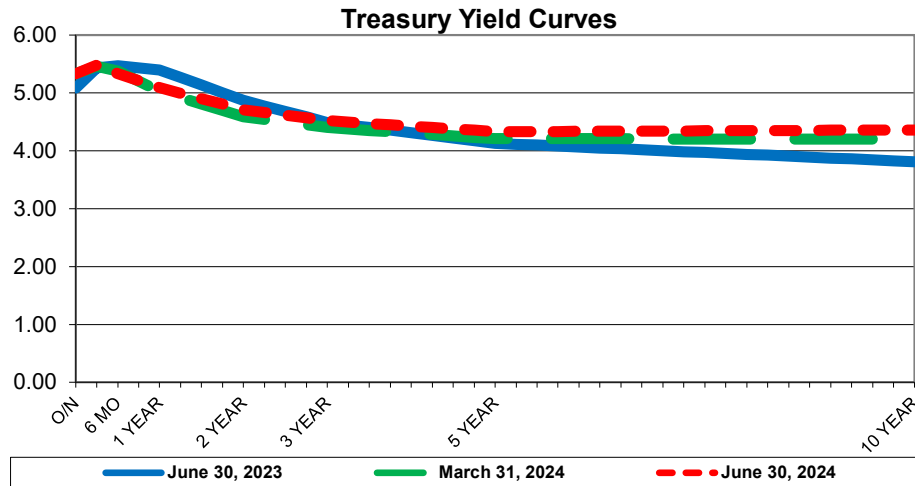
(1) **Current Quarter Weighted Average Yield** - calculated using quarter end report yields and adjusted book values; does not reflect a total return analysis, realized or unrealized gains/losses, or account for investment advisory fees. The yield for the reporting month is used for bank, pool, and money 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

6/30/2024

The Federal Open Market Committee (FOMC) maintained the Fed Funds target range 5.25% - 5.50% (Effective Fed Funds are trading +/-5.33%). Expectations are for reduced future rates, but any actions will be meeting-by-meeting and "data-dependent." June Non-Farm Payroll slightly exceeded expectations at 206k new jobs, but the previous two months were revised down causing the Three Month Rolling Average to fall to 177k. Final First Quarter 2024 GDP reported +1.4%. The S&P 500 Stock Index created new highs above +/-5,500. The yield curve remains inverted but longer yields rose slightly. Crude Oil trades over \$80 per barrel. Inflation declined slightly but remains above the FOMC 2% target (Core PCE +/-2.6% and Core CPI +/-3.4%). Reduced global economic outlooks and ongoing/expanding military conflicts continue increasing uncertainty.



Investment Holdings

June 30, 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%	07/01/24	06/30/24	\$ 5,796,054	\$ 5,796,054	1.00	\$ 5,796,054	1	0.50%
NOW		5.60%	07/01/24	06/30/24	6,413,795	6,413,795	1.00	6,413,795	1	5.60%
NOW #2		5.61%	07/01/24	06/30/24	9,319,195	9,319,195	1.00	9,319,195	1	5.61%
InterBank MMA		5.50%	07/01/24	06/30/24	1,516,944	1,516,944	1.00	1,516,944	1	5.50%
Southside Bank CD		4.50%	10/10/24	04/10/23	3,660,624	3,660,624	100.00	3,660,624	102	4.58%
Citizen's 1st Bank CD		4.52%	11/08/24	05/08/23	3,153,964	3,153,964	100.00	3,153,964	131	4.59%
Veritex Community Bank CD		4.92%	01/27/25	01/26/24	10,709,610	10,709,610	100.00	10,709,610	211	5.03%
East West Bank CD		5.08%	02/26/25	02/26/24	9,668,219	9,668,219	100.00	9,668,219	241	5.21%
Southside Bank CD		4.70%	03/14/25	03/14/23	10,603,831	10,603,831	100.00	10,603,831	257	4.78%
American Nat'l Bank & Trust CD		4.50%	05/05/25	05/04/23	4,200,265	4,200,265	100.00	4,200,265	309	4.59%
Texas Bank CD		4.56%	06/05/25	06/08/23	8,397,915	8,397,915	100.00	8,397,915	340	4.66%
Cornerstone Capital Bank CDARS		5.31%	06/26/25	06/27/24	10,000,000	10,000,000	100.00	10,000,000	361	5.45%
Third Coast Bank CD		5.10%	06/29/25	06/29/23	5,260,287	5,260,287	100.00	5,260,287	364	5.20%
Veritex Community Bank CD		5.00%	07/11/25	07/11/23	3,141,008	3,141,008	100.00	3,141,008	376	5.12%
American Nat'l Bank & Trust CD		5.10%	08/14/25	08/17/23	3,136,733	3,136,733	100.00	3,136,733	410	5.23%
American Nat'l Bank & Trust CD		5.30%	10/23/25	10/26/23	5,184,074	5,184,074	100.00	5,184,074	480	5.44%
American Nat'l Bank & Trust CD		5.00%	11/27/25	11/29/23	3,089,241	3,089,241	100.00	3,089,241	515	5.13%
American Nat'l Bank & Trust CD		5.00%	12/04/25	12/07/23	3,086,280	3,086,280	100.00	3,086,280	522	5.13%
First Nat'l Bank CD		4.75%	02/21/26	02/21/24	10,117,123	10,117,123	100.00	10,117,123	601	4.84%
BOK Financial CDARS		4.63%	03/19/26	03/21/24	1,013,026	1,013,026	100.00	1,013,026	627	4.74%
BOK Financial CDARS		4.63%	03/26/26	03/28/24	1,012,127	1,012,127	100.00	1,012,127	634	4.74%
BOK Financial CDARS		4.63%	03/26/26	03/28/24	1,012,127	1,012,127	100.00	1,012,127	634	4.74%
BOK Financial CDARS		4.63%	04/02/26	04/04/24	202,246	202,246	100.00	202,246	641	4.75%
BOK Financial CDARS		4.63%	04/02/26	04/04/24	1,516,842	1,516,842	100.00	1,516,842	641	4.74%
BOK Financial CDARS		4.63%	04/09/26	04/11/24	808,264	808,264	100.00	808,264	648	4.74%
BOK Financial CDARS		4.63%	04/09/26	04/11/24	808,264	808,264	100.00	808,264	648	4.74%
BOK Financial CDARS		4.63%	04/16/26	04/18/24	1,816,980	1,816,980	100.00	1,816,980	655	4.74%
BOK Financial CDARS		4.63%	04/16/26	04/18/24	1,917,923	1,917,923	100.00	1,917,923	655	4.74%
NexBank CD		4.90%	04/22/26	04/22/24	8,065,646	8,065,646	100.00	8,065,646	661	5.01%
NexBank CD		4.80%	05/20/26	05/17/24	6,024,460	6,024,460	100.00	6,024,460	689	4.91%
City Funds - Sub Total					\$ 140,653,067	\$ 140,653,067		\$ 140,653,067	342	4.87%
									(1)	(2)

Investment Holdings

June 30, 2024

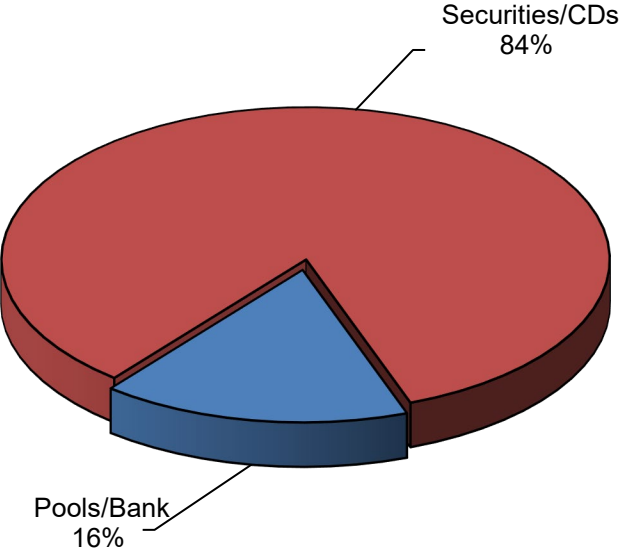
Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
Hotel Bond										
LOGIC - Hotel Bond	AAAm	5.41%	07/01/24	06/30/24	5,580	5,580	1.00	5,580	1	5.41%
Hotel Bond - Sub Total					\$ 5,580	\$ 5,580		\$ 5,580	1	5.41%
									(1)	(2)
Water Utilities Revenue Bond										
NOW #3 - Bond		5.61%	07/01/24	06/30/24	\$ 413,500	\$ 413,500	1.00	\$ 413,500	1	5.61%
NOW #4 - Bond		5.12%	07/01/24	06/30/24	31,958,265	31,958,265	1.00	31,958,265	1	5.12%
NOW #5 - Bond		5.12%	07/01/24	06/30/24	19,547,295	19,547,295	1.00	19,547,295	1	5.12%
TexSTAR - Bond	AAAm	5.31%	07/01/24	06/30/24	1,033,332	1,033,332	1.00	1,033,332	1	5.31%
Water Utilities Revenue Bond - Sub Total					\$ 52,952,392	\$ 52,952,392		\$ 52,952,392	1	5.13%
									(1)	(2)
Total Portfolio					\$ 193,611,040	\$ 193,611,040		\$ 193,611,040	248	4.94%
									(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.

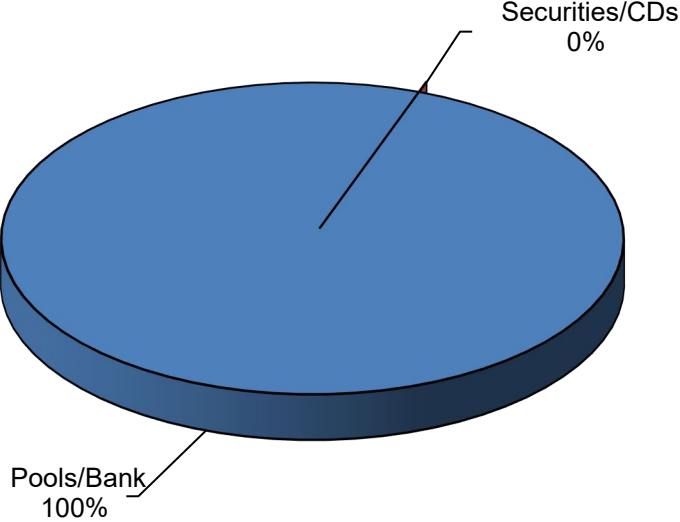
(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for TexPool, TexSTAR, and bank account investments.

(3) **Cash - Pooled** funds are used as compensating balances to offset bank service charges and do not generate hard interest.

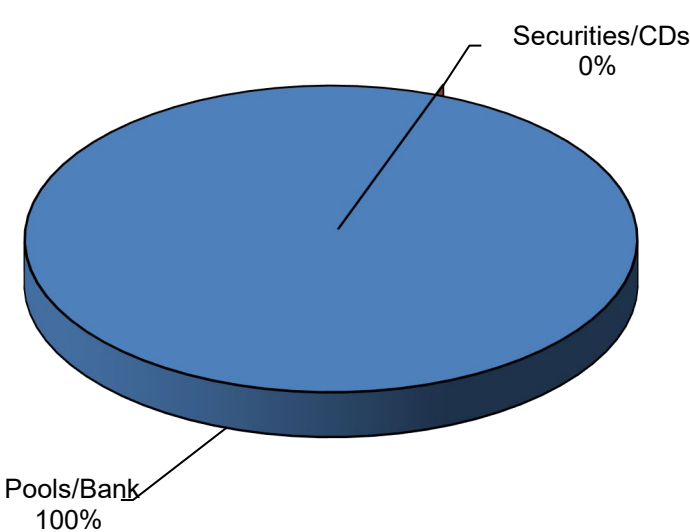
Portfolio Composition - City Funds



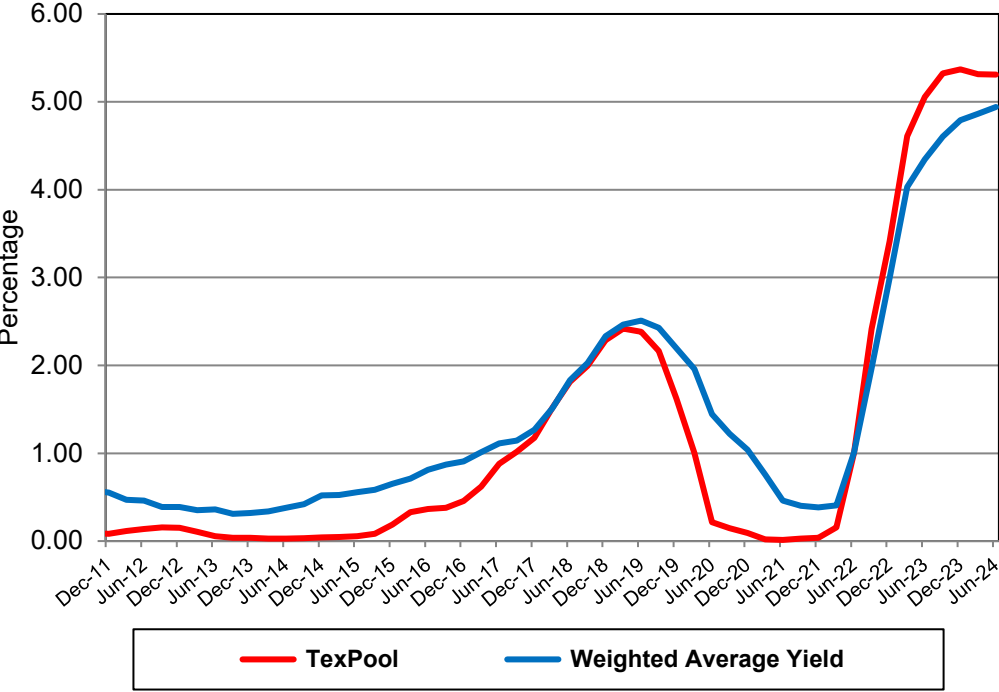
Portfolio Composition - Water Utility Revenue Bond Funds



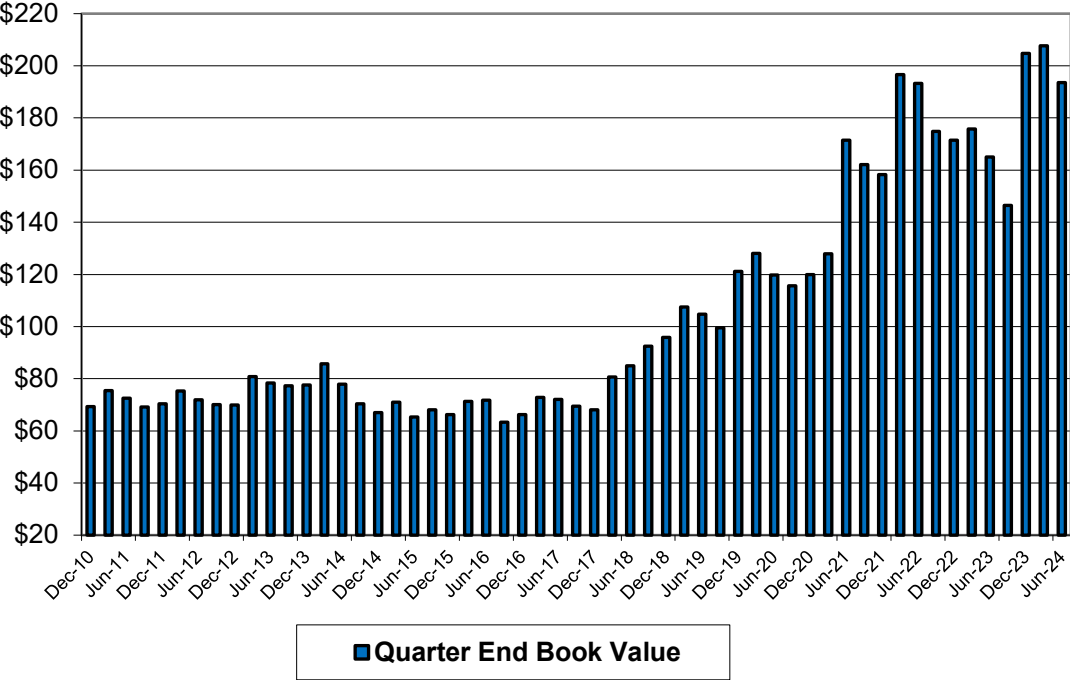
Portfolio Composition - Hotel Bond Funds



Total Portfolio Performance



Total Portfolio (Millions)



Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 03/31/24	Increases	Decreases	Book Value 06/30/24	Market Value 03/31/24	Change in Market Value	Market Value 06/30/24
Cash - Pooled	0.50%	07/01/24	\$ 6,659,725	\$ —	\$ (863,671)	\$ 5,796,054	\$ 6,659,725	\$ (863,671)	\$ 5,796,054
NOW	5.60%	07/01/24	24,777,900	—	(18,364,105)	6,413,795	24,777,900	(18,364,105)	6,413,795
NOW #2	5.61%	07/01/24	216	9,318,979	—	9,319,195	216	9,318,979	9,319,195
NOW #3 - Bond	5.61%	07/01/24	496,596	—	(83,096)	413,500	496,596	(83,096)	413,500
NOW #4 - Bond	5.12%	07/01/24	32,902,040	—	(943,775)	31,958,265	32,902,040	(943,775)	31,958,265
NOW #5 - Bond	5.12%	07/01/24	25,137,593	—	(5,590,298)	19,547,295	25,137,593	(5,590,298)	19,547,295
InterBank MMA	5.50%	07/01/24	11,394,394	—	(9,877,449)	1,516,944	11,394,394	(9,877,449)	1,516,944
TexSTAR - Bond	5.31%	07/01/24	1,055,281	—	(21,949)	1,033,332	1,055,281	(21,949)	1,033,332
LOGIC - Hotel Bond	5.41%	07/01/24	7,356	—	(1,776)	5,580	7,356	(1,776)	5,580
Bank OZK CD	4.92%	04/12/24	3,661,658	—	(3,661,658)	—	3,661,658	(3,661,658)	—
FFCB	2.44%	04/18/24	2,999,791	—	(2,999,791)	—	2,996,040	(2,996,040)	—
FFCB	2.63%	05/16/24	4,999,477	—	(4,999,477)	—	4,983,000	(4,983,000)	—
FFCB	2.63%	06/10/24	2,999,592	—	(2,999,592)	—	2,985,060	(2,985,060)	—
Third Coast Bank CD	5.60%	06/29/24	5,212,961	—	(5,212,961)	—	5,212,961	(5,212,961)	—
Southside Bank CD	4.50%	10/10/24	3,620,010	40,614	—	3,660,624	3,620,010	40,614	3,660,624
Citizen's 1st Bank CD	4.52%	11/08/24	3,119,230	34,734	—	3,153,964	3,119,230	34,734	3,153,964
Veritex Community Bank CD	4.92%	01/27/25	10,577,890	131,720	—	10,709,610	10,577,890	131,720	10,709,610
East West Bank CD	5.08%	02/26/25	9,546,550	121,669	—	9,668,219	9,546,550	121,669	9,668,219
Southside Bank CD	4.70%	03/14/25	10,479,682	124,148	—	10,603,831	10,479,682	124,148	10,603,831
American Nat'l Bank & Trust CD	4.50%	05/05/25	4,152,982	47,283	—	4,200,265	4,152,982	47,283	4,200,265
Texas Bank CD	4.56%	06/05/25	8,303,091	94,824	—	8,397,915	8,303,091	94,824	8,397,915
Cornerstone Capital Bank CDARS	5.31%	06/26/25	—	10,000,000	—	10,000,000	—	10,000,000	10,000,000
Third Coast Bank CD	5.10%	06/29/25	5,193,706	66,582	—	5,260,287	5,193,706	66,582	5,260,287
Veritex Community Bank CD	5.00%	07/11/25	3,101,753	39,255	—	3,141,008	3,101,753	39,255	3,141,008
American Nat'l Bank & Trust CD	5.10%	08/14/25	3,097,104	39,629	—	3,136,733	3,097,104	39,629	3,136,733
American Nat'l Bank & Trust CD	5.30%	10/23/25	5,116,029	68,045	—	5,184,074	5,116,029	68,045	5,184,074
American Nat'l Bank & Trust CD	5.00%	11/27/25	3,050,973	38,268	—	3,089,241	3,050,973	38,268	3,089,241
American Nat'l Bank & Trust CD	5.00%	12/04/25	3,048,049	38,231	—	3,086,280	3,048,049	38,231	3,086,280
First Nat'l Bank CD	4.75%	02/21/26	10,000,000	117,123	—	10,117,123	10,000,000	117,123	10,117,123
BOK Financial CDARS	4.63%	03/19/26	1,000,000	13,026	—	1,013,026	1,000,000	13,026	1,013,026
BOK Financial CDARS	4.63%	03/26/26	1,000,000	12,127	—	1,012,127	1,000,000	12,127	1,012,127
BOK Financial CDARS	4.63%	03/26/26	1,000,000	12,127	—	1,012,127	1,000,000	12,127	1,012,127
BOK Financial CDARS	4.63%	04/02/26	—	202,246	—	202,246	—	202,246	202,246
BOK Financial CDARS	4.63%	04/02/26	—	1,516,842	—	1,516,842	—	1,516,842	1,516,842
BOK Financial CDARS	4.63%	04/09/26	—	808,264	—	808,264	—	808,264	808,264
BOK Financial CDARS	4.63%	04/09/26	—	808,264	—	808,264	—	808,264	808,264
BOK Financial CDARS	4.63%	04/16/26	—	1,816,980	—	1,816,980	—	1,816,980	1,816,980
BOK Financial CDARS	4.63%	04/16/26	—	1,917,923	—	1,917,923	—	1,917,923	1,917,923
NexBank CD	4.90%	04/22/26	—	8,065,646	—	8,065,646	—	8,065,646	8,065,646
NexBank CD	4.80%	05/20/26	—	6,024,460	—	6,024,460	—	6,024,460	6,024,460
TOTAL / AVERAGE	4.94%		\$ 207,711,630	\$ 41,519,010	\$ (55,619,599)	\$ 193,611,040	\$ 207,676,869	\$ (14,065,829)	\$ 193,611,040

Cash and Investments by Fund

		06/30/2024	03/31/2024	Difference
General Fund	101	\$ 34,078,980	\$ 44,527,476	\$ (10,448,496)
General Capital Projects Fund	102	886,005	1,176,112	(290,107)
Street Improvement Fund	103	1,710,628	1,552,201	158,428
Development Services Fund	202	4,883,275	4,627,602	255,673
Cemeteries Operating Fund	204	218,415	197,046	21,370
Forfeitures Fund	205	355,558	369,365	(13,807)
Court Technology Fund	207	288,143	230,778	57,365
Hotel-Motel Tax Fund	211	305,698	(573,298)	878,996
Donations Fund	216	1,335,341	1,281,475	53,866
TIF/TIRZ # 3	218	1,128,129	1,119,233	8,896
Tyler Tourism & Convention Facilities Fund	219	630,463	530,607	99,856
Half Cent Sales Tax Fund	231	26,161,439	26,255,821	(94,382)
Passenger Facility Fund	234	582,059	519,101	62,959
Oil & Natural Gas Fund	235	7,201,414	7,100,086	101,328
PEG Fee Fund	236	1,242,707	1,220,358	22,349
Fair Plaza Fund	240	(1,728)	(1,728)	—
Retained HUD Admin Fee Fund	274	460	454	6
Housing Assistance Fund	276	1,397,178	1,906,856	(509,677)
State/Federal Grants Fund	285	(60,018)	(42,949)	(17,070)
Transit System Fund	286	(908,051)	(1,237,439)	329,388
CDBG Grant Fund	294	96,779	69,014	27,765
HOME Grant Fund	295	966,755	971,632	(4,878)
HOT Debt Service Fund	302	419,163	419,163	—
Revenue Bond HOT 2021	402	5,580	7,356.48	(1,776)
Utilities Fund	502	12,700,038	15,626,070	(2,926,033)
Utilities Construction Fund	503	6,566,975	5,708,848	858,127
Utilities Debt Service Fund	504	9,876,657	5,910,001	3,966,657
Utilities Debt Reserve Fund	505	10,701	10,561	141
Revenue Bond Series 2021	512	1,033,332	1,055,281	(21,949)
Revenue Bond Series 2022	513	413,500	496,596	(83,096)
Revenue Bond Series 2019	519	—	216	(216)
Revenue Bond Series 2023 CIP	520	31,958,265	32,902,040	(943,775)
Revenue Bond Series 2023 CD	521	19,547,295	25,137,593	(5,590,298)
Airport Fund	524	1,394,162	1,344,465	49,697
Airport Grant Fund	525	(1,189,160)	(735,079)	(454,081)
Solid Waste Fund	560	(271,083)	(21,535)	(249,549)
Solid Waste Capital Projects Fund	562	224,304	624,493	(400,189)
Storm Water Management	575	2,135,565	2,154,186	(18,621)
Productivity Improvement Fund	639	2,136,898	2,324,864	(187,966)
Fleet Replacement Fund	640	2,296,730	3,129,615	(832,885)
Prop, Liab, W/C Insurance Fund	650	4,372,703	4,008,699	364,004
Employee Benefits Fund	661	2,711,883	2,512,307	199,576
Prop & Facility Management Fund	663	1,280,872	1,413,286	(132,414)
Technology Fund	671	3,671,409	3,143,226	528,183
Payroll Fund	710	1,239,219	1,212,553	26,666
Cemetery Trust Fund	713	3,336,967	3,335,017	1,950
Landfill Trust Fund	720	3,322,144	3,180,604	141,540
Retiree Benefits Fund	761	(82,218)	(833,576)	751,358
Section 125 Trust Fund	772	289,696	284,847	4,849
TOTAL		\$ 191,901,227.44	\$ 206,151,500.96	\$ (14,250,273.52)

Investments held on June 30, 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	23,045,989	23,045,989	4.31	1 day
Securities/CD's	117,607,078	117,607,078	4.98	262 days
Hotel Bond				
Pools/Bank	5,580	5,580	5.41	1 day
Revenue Bond				
Pools/Bank	52,952,392	52,952,392	5.13	1 day
Securities/CD's	0	0	0	0 days
	193,611,040	193,611,040	4.94	248 days

*Totals listed about reflect rounded figures

Benchmarks:

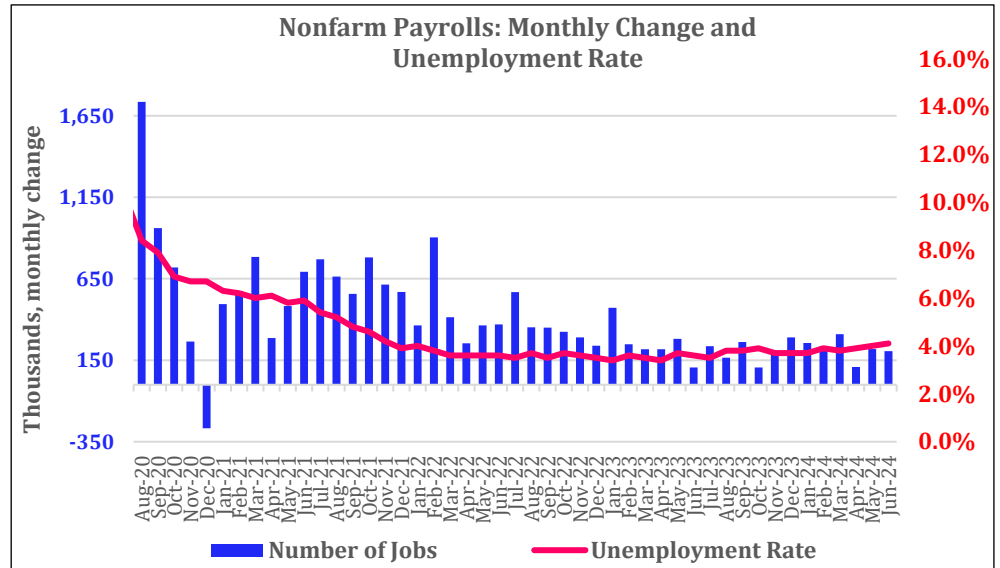
- Rolling 3 month Treasury average yield was 5.46 percent
- Rolling 6 month Treasury average yield was 5.37 percent
- The Tex Pool average yield for this quarter was 5.32 percent
- The Fiscal Year-to-Date Average Yield was 4.89 percent

Market Outlook

July 5, 2024

The Federal Open Market Committee (FOMC) will meet at the end of this month, and they are again expected to maintain the current Fed Funds target rate of 5.25% to 5.50%. Home prices are reaching new highs, and mortgage payments many homebuyers face today are more than double that of homes purchased in 2020. Retail Sales were lower than expected as consumers dial back on their spending. First quarter GDP was revised back up to +1.4% despite a slowdown in consumer spending.

The June Employment report added 206,000 jobs, exceeding market expectations of 190,000. The previous two months were adjusted with a significant net decrease of 111,000 jobs. May was revised down to +218,000 from the +272,000 previously reported, and April was revised down to +108,000 from the previously reported +165,000 jobs. The three-month average decreased to +177,000 per month (the previous three-month average was +249,000 per month).



Health/Education (+82,000), Government (+70,000), and Construction (+27,000) experienced notable gains in June. Transportation/Warehousing (+7,300) and Leisure/Hospitality (+7,000) saw modest growth, however other sectors faced minor declines including Mining (-100), Manufacturing (-8,000), Retail (-8,500), and Professional/Business (-17,000). The June Labor Participation Rate, a measure of the percentage of eligible workers that hold jobs, edged up to 62.6% from prior month's 62.5%, still below its pre-pandemic level of 63.4%. The Unemployment Rate ticked up to 4.1% from 4.0% in May, again surprising market expectations that anticipated no change. The unemployment rate is now the highest it has been since November 2021. The U6 rate (or the under-employed rate – those that are either over-qualified for their job or working fewer hours than they desire) matched the previous two months at 7.4%. Average Hourly Earnings (AHE) for June increased 0.3%, slightly below market forecasts of a 0.4% rise. This brought AHE year-over-year to 3.9% from the prior month's 4.1%, the least since June 2021. Job openings increased by 221,000 to 8.14 million jobs beating market expectations of 7.91 million jobs. The number of unemployed people increased by 162,000 in June to 6.81 million.

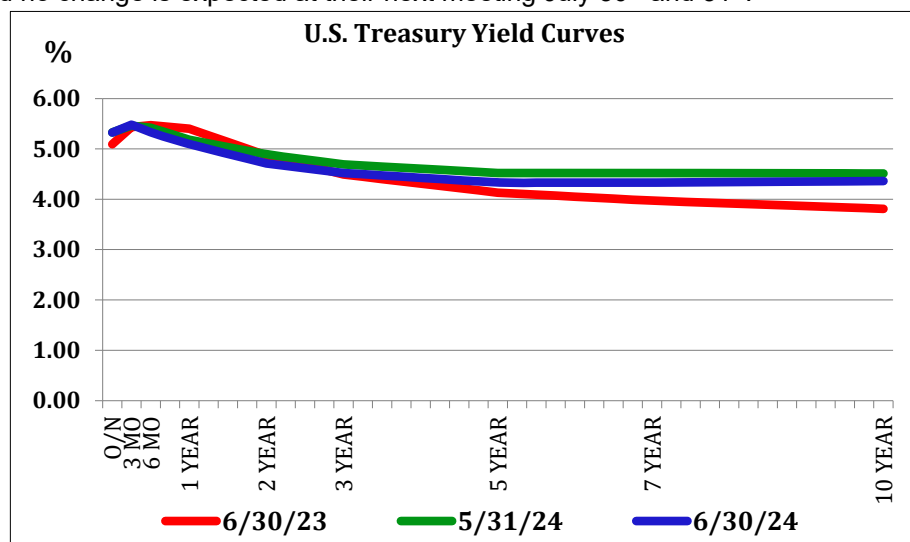
Existing Home Sales fell 0.7% in May after declining 1.9% in April. The median existing-home sales price is up 5.8% from one year ago at a record high of \$419,300, continuing the eleventh consecutive month of year-over-year increases. Inventories of Existing Homes for sale increased 6.7% from April, with the supply at 3.7 months at the current sales pace. New Home Sales declined 11.3% in May following the prior month's upwardly revised 2% rise. The supply of New Homes for sale increased to 9.3 months in May from April's 9.1 months and remains above the 6-month supply expected in a balanced market. The median sales price of new homes was \$417,400 for the month. The average 30-year mortgage rate at the end of June fell to 6.86% from 7.03% at the end of May. The S&P Case Shiller report of home prices in 20 metropolitan areas reported a 1.4% increase in home values during April. The Federal Housing Finance Agency (FHFA), the entity that analyzes all domestic home prices, showed a 0.2% increase in April, following a flat March. Year-over-year Case Shiller is up 7.2% (versus 7.5% from March), the tenth consecutive month of year-over-year increases in home prices. The FHFA index is up 6.3% year-over-year (compared to 6.7% in March). Pending Home Sales in May fell 2.1%, in contrast to market expectations of a 2.5% rise, after plummeting 7.7% in April. This brought year-over-year pending home sales to -6.6% from -7.4% the prior month. Housing Starts unexpectedly fell 5.5% in May after rising 4.1% in April and are at their lowest level since July 2020. Building Permits, at their lowest level since June 2020, decreased for the third consecutive month, falling 2.8% in May, and Construction Spending declined 0.1% for the month, contrary to market expectations of a 0.1% rise.

Final 2024 Q1 GDP was revised up to +1.4% with non-residential and residential investment revised higher than the previous estimate, even as consumer spending slowed for both goods and services. This is the lowest level of growth since Q1 and Q2 of 2022 when the economy experienced GDP contractions. Industrial Production rose by 0.9% in May, more than market expectations of 0.3%. Durable Goods Orders saw their fourth consecutive monthly advance rising 0.1% in May mainly driven by demand for computers and transportation equipment. Excluding transportation, durable goods orders decreased 0.1% for the month. Factory Orders fell 0.5% in May despite market forecasts of a 0.2% increase. Excluding transportation, Factory Orders slid 0.7%. Business inventories increased 0.3% in April, in line with market expectations. As an inflation impact measurement, the Producer Price Index (PPI) declined 0.2% in May mainly due to a decline in the price of gasoline. PPI is up 2.2% from this time last year, well below the 2.5% the market expected. The Consumer Price Index (CPI) was flat in May helped along by the decrease in gasoline prices. Year-over-year, CPI eased to 3.3% in May from 3.4% the previous month. Core CPI, or the results after food and energy numbers are excluded (due to price volatility), increased 0.2% in May, bringing year-over-year core CPI down to 3.4%, the lowest in over three years. The Purchasing Managers Index slid again to 48.5% in June, the third consecutive month in contractionary territory, as demand weakened and output declined.

Personal Consumption for the first quarter of 2024 was revised down to 1.5% from the previous estimate of 2.0% growth, the smallest increase in three quarters. Retail Sales rose 0.1% in May, following a downwardly revised 0.2% decline in April as consumers appear to be slowing down. Year-over-year retail sales were up 2.3%. Excluding vehicle and gas purchases, sales also edged up 0.1% in May, after falling 0.3% in April. Consumers' attitudes as measured by both the Consumer Sentiment report (-0.9 points) and the Consumer Confidence report (-0.9 points) showed modest declines in June while consumer inflation expectations for the next year cooled to 3.0% from 3.3% in May. Personal Consumption Expenditures (PCE) were flat in May, in line with market expectations, bringing PCE year-over-year to 2.6% after remaining at 2.7% for the previous two months. The Core PCE Index measuring consumption net of food and energy, and one of the indicators watched closely by the FOMC, declined from 2.8% in April to 2.6% year-over-year in May, exceeding the FOMC's target inflation rate of 2.0% for the thirty-eighth consecutive month. Month-over-month, Core PCE saw its slowest increase since November 2023 at 0.1%, after rising 0.3% for the previous three months. The Personal Income component of the PCE series indicated that incomes rose 0.5% in May, slightly above market expectations of 0.4% growth, and Personal Spending increased by 0.2% for the month, slightly below the 0.3% expected.

The FOMC voted at their meeting on June 11th and 12th to keep the Fed Funds target rate unchanged at 5.25% to 5.50%. The Committee still needs greater confidence the economy is moving on a sustainable path toward their 2% inflation goal, however the lower than expected CPI released on announcement day may have given them a slight nudge in that direction; the tone was noticeably more optimistic than the previous meeting. The updated projections still show modest economic growth of 2% for both 2025 and 2026, and a 5.1% Fed Funds Rate at the end of 2024, implying only one 25 basis-point cut this year. The market is currently favoring September or November 2024 for that rate cut, and no change is expected at their next meeting July 30th and 31st.

Government Security Investment Pool yields remained largely unchanged from the last four months at +/- 5.31%. Longer-term US Treasury and Agency rates eased from the prior month. The 1-year Treasury closed June at 5.09% after ending May at 5.18%. The 2-year Treasury fell to 4.71% at the end of June from May's close of 4.89%. Following the release of the June employment data, the 1-year Treasury dropped to 4.99% and the 2-year Treasury to 4.60%. The yield curve remains inverted with short-term rates higher than longer-term rates, peaking near 3-months. Bank CDs continue to offer opportunities to lock-in rates above securities in the short-term with 1-year CD yields still +/- 5.30%, but 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: August 28, 2024

Subject: Request that the City Council consider authorizing the City Manager to approve the reconciliation change order decreasing the approved contract amount by \$9,563.12, from \$362,975.35 to \$353,412.23, and the release of retainage in the amount of \$35,341.23 to Missouri Petroleum, LLC, for the 2024 ONYX Seal Project.

Item Reference: **Agenda Item M-3, April 10, 2024**

On April 10, 2024, the City Council authorized the award of the 2024 ONYX Seal Project to Missouri Petroleum, LLC, in the amount of \$362,975.35. This project consisted of 17 lane miles. Construction has been successfully completed, with the total cost of the project being \$353,412.23, resulting in a decrease of \$9,563.12.

It is recommended that the project be accepted and that the final payment retainage in the amount of \$35,341.23 be released to the contractor, Missouri Petroleum, LLC.

FUNDING: General Fund 103 (Street Commitment Fund)

RECOMMENDATION:

It is recommended that the City Council approve a Reconciliation Change Order with Missouri Petroleum, LLC, for the 2024 ONYX Seal Project, decreasing the approved contract amount by \$9,563.12, from \$362,975.35 to \$353,412.23; and the release of retainage in the amount of \$35,341.23.

Attachments:

[2024 ONYX Street List](#)

[2024 Onyx Map](#)

[2024 ONYX Retainage Pay App](#)

Drafted/Recommended By:

Department Leader Darin Jennings, P.E., City Engineer

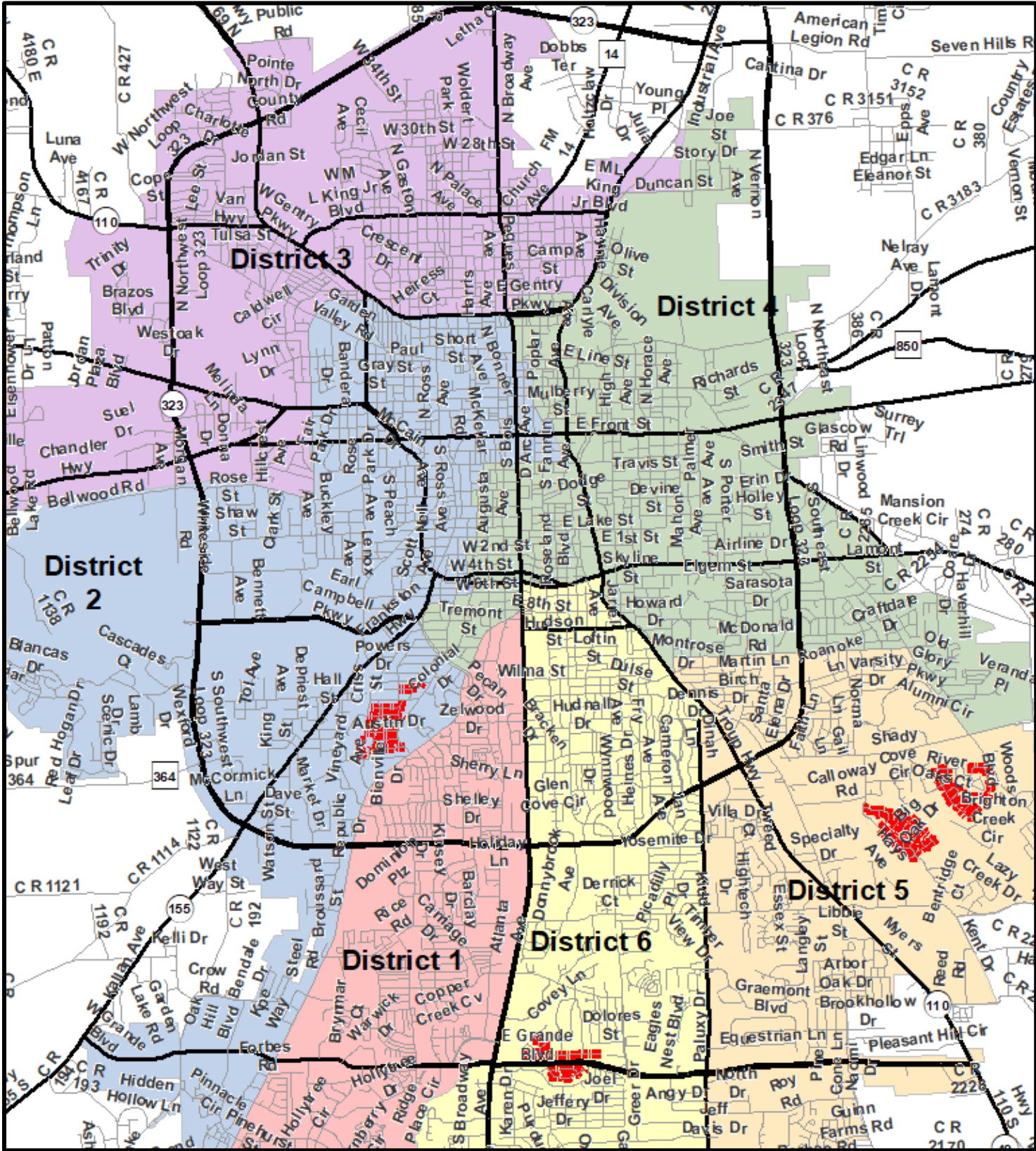
Edited/Submitted By:

City Manager

2024 ONYX Seal Streets

STREET	LIMITS FROM	LIMITS TO	PCI	GROUP	Lane miles
2024 Onyx					
Buena Vista Dr	W Azalea Dr	Graham Dr	62	Alamo	0.39
Bowie Dr	W Azalea Dr	San Jacinto Dr	81	Alamo	0.35
Bowie Cir	DE	San Jacinto Dr	81	Alamo	0.17
Alamo Dr	W Azalea Dr	San Jacinto Dr	73	Alamo	0.31
Alamo Dr	S Vine Ave	San Jacinto Dr	65	Alamo	0.21
W Azelea	Robertson Ave	Terre Haute Dr	76	Alamo	0.40
Crocke? Dr	San Jacinto Dr	DE	85	Alamo	0.20
Aus? n Dr	Robertson Ave	San Jacinto Dr	87	Alamo	0.37
Aus? n Dr	San Jacinto Dr	DE	75	Alamo	0.17
Milam Dr	San Jacinto Dr	Robertson Ave	76	Alamo	0.42
Goliad	San Jacinto Dr	Robertson Ave	69	Alamo	0.57
Vineyard Ave	Lake Placid Rd	DE	81	Alamo	0.39
Hampton Hill Dr	Sutherland Dr	Wilderness + 150'	76	Hampton	1.08
Hampton Hill Dr	Wilderness - 150'	DE	78	Hampton	0.30
Bedford Dr	Sutherland Dr	Hampton Hill Dr	72	Hampton	0.35
Victoria	Bedford Dr	DE	84	Hampton	0.27
Bentley Ct	Wellington W end	DE (Wellington)	71	Hampton	0.71
Wellington	Bently Ct	Bently Ct	77	Hampton	0.50
Lazy Creek Dr	Cripple Creek Dr + 200'	160' S of Pine Creek	71	Lazy	0.80
Lake Pine Cir	Lazy Creek Dr	Lazy Creek Dr	81	Lazy	0.76
Barkwood Cir	Lake Pine Cir	Cul D Sac	59	Lazy	0.18
Pinecreek Dr	Lazy Creek Dr	DE (Cripple Creek)	80	Lazy	1.28
Story Lake Dr	Lazy Creek Dr	Pinecreek Dr	93	Lazy	0.51
Pebblebrook Dr	Pinecreek Dr	Lazy Creek Dr	87	Lazy	0.47
Pebblebrook Cir	Lazy Creek Dr	DE	78	Lazy	0.14
Big Oak Dr	Pinecreek Dr	Lazy Creek Dr	79	Lazy	0.36
Cripple Creek Dr	Pinecreek Dr	Lazy Creek Dr	77	Lazy	0.35
Cripple Creek Dr	Lazy Creek Dr	Cul D Sac	77	Lazy	0.17
Hollywood Oak Cir	Cripple Creek Dr	DE	82	Lazy	0.14
Woods Blvd	Long Leaf Dr - 40'	Curve in Road	74	Lazy	1.27
Woods Blvd	Curve in Road	Eastwood Blvd	74	Lazy	0.88
Eastwood Blvd	Old Omen Rd	Woods/Winding	84	Lazy	0.15
Winding Way	Eastwood Blvd	Broadmoore Ct + 112'	81	Lazy	0.49
Flagstone Dr	Woods Blvd	Long Leaf Dr	82	Lazy	0.31
Canyon Cr Cir	Woods Blvd	Woods Blvd	89	Lazy	0.73
Oak Leaf Cir	Woods Blvd	Woods Blvd	83	Lazy	0.44
Long Leaf Dr	Woods Blvd	Flagstone Dr + 154'	78	Lazy	0.34
					16.93

2024 ONYX Seal Project



TO: GARY CANNON CITY OF TYLER 511 W. LOCUST ST. TYLER, TX 75702			INNOVATIVE ROADWAY SOLUTIONS 493 DR. M. ROPER PKWY N. BULLARD, TX 75757			INVOICE # 102-24711			
ESTIMATE # 3 PROJECT # 24711 DATE: 7/30/2024			CONTRACT AMOUNT: \$362,975.35						
PROJECT: 2024 ONYX SEAL PROJECT BID# 24-009									
ITEM #	DESCRIPTION	UNIT	(A) ORIGINAL PROJECT ESTIMATE	(B) CONTRACT UNIT PRICE	(C) CONTRACT BID AMOUNT	(D) PREVIOUSLY COMPLETED WORK	(E) WORK COMPLETED THIS PERIOD	(F) WORK COMPLETED TO DATE	(G) (B) X (F) COST WORK COMPLETED
3028	FASPT	SY	119,105	\$2.67	\$318,010.35	27685	0	115,724	
3028S	FASPT SCRUB	SY	1300	\$3.05	\$3,965.00	284	0	4403	
502	BARRICADES, SIGNS, & TC RETAINAGE	LS	1	\$31,000.00	\$31,000.00	0.9	0.00	1.00	\$10,268.52
									\$25,072.71
TOTAL COMPLETED TO DATE:									
LESS 10% RETAINAGE:									
TOTAL EARNED LESS RETAINAGE:									
LESS PREVIOUSLY PAID APPLICATIONS:									
LESS PREVIOUS UNPAID APPLICATIONS									
CURRENT PAYMENT DUE:									
									\$35,341.23



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. C-A-3

Date: August 28, 2024

Subject: Request that the City Council consider authorizing the City Manager to purchase four commercial refuse trucks from East Texas Mack through TIPS Contract 230802 for a total purchase price of \$580,478.

Item Reference:

Solid Waste Commercial budgets for commercial truck replacement on a regular schedule usually every three years. After meeting with Vehicle Services, Solid Waste would like to purchase four Mack trucks as listed below through the TIPS purchasing cooperative. This helps to keep the commercial fleet age low, reduce truck downtime, and reduce maintenance cost. Staff would like to order the solid waste trucks as listed below.

* Two Mack GR64B Granite trucks with Galbreath rolloff systems for \$238,000 each less \$141,375 trade in value for the three-year-old rolloff trucks unit 22687 and 22688. This comes to a total purchase cost of \$193,480 including inspection fees for these two new rolloff trucks.

* Two Mack TE64 trucks with McNeilus frontload bodies for \$360,076 each less \$166,692 trade in value for the three-year-old frontload trucks unit 21760 and 21756. This comes to a total purchase cost of \$386,998 for these two new trucks including inspection fees.

The funds to purchase these replacement trucks come from the Solid Waste Capital Fund.

East Texas Mack also agrees to rent the trade in frontload trucks to City of Tyler for \$4,000 per month, if needed.

RECOMMENDATION:

Recommend that the City Council consider authorizing the City Manager to purchase four commercial refuse trucks from East Texas Mack through TIPS Contract 230802 for a total purchase price of \$580,478.

Attachments:

[CITY OF TYLER FY2025 MCNEILUS FEL](#)
[CITY OF TYLER 2026 FEL WITH TRADE 21756 21760](#)
[Roffoffs](#)

Drafted/Recommended By:

Department Leader

Leroy Sparrow Solid Waste/Transit/VES Director

Edited/Submitted By:

City Manager



MR. LEROY SPARROW

C.C. STAN STOFFREGEN

P.O. BOX 2039

414 N. BOIS D'ARC

TYLER, TEXAS 75710

TYLER, TEXAS 75702

PH: 903-531-1388 (SOLID WASTE)

FAX: 903-531-1397

DATE: 8-1-2024

ESTIMATED VALUE OF 2026 MACK TE64 DIESEL WITH MCNEILUS FRONT LOADER

VINS: TBD

PLEASE REVIEW:

2026 MACK TERRAPRO TE64R	\$ 192,500 EACH
MCNEILUS 40YD ATLANTIC FEL	\$ 167, 576 EACH
ORIGINAL SELLING PRICE	\$ 360,076 EACH

(36) MONTH "EST. VALUE" PRICE:65%	\$ 234,049 / EACH
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(36) MONTH COST TO OPERATE	\$ 42,009/ PER YEAR
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(36) MONTH MONTHLY COST TO OPERATE	\$ 3,500 / MONTH
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THE PRICE QUOTED IS OFFERED THROUGH TIPS CONTRACT 230802

CHANGES IN BODY QUOTES OBTAINED BY CUSTOMER CAN AFFECT FINAL DELIVERED PRICE

(COST DOES NOT INCLUDE MAINTENANCE, FUEL, ETC.)

CONDITIONS OF UNIT TO MEET ESTIMATED VALUE:





1. TRUCKS AND BODIES MUST BE FULLY OPERATIONAL WITH NO MORE THAN \$250.00 IN BODY DAMAGE.
2. TIRES & BRAKES MUST HAVE GREATER THAN 50% TREAD ON ALL TIRES WITH MATCHING TREAD.
3. TRUCKS MUST HAVE NO BROKEN GLASS.
4. ALL FACTORY INSTALLED EQUIPMENT MUST REMAIN ON THE TRUCK AT "TRADE-BACK" TIME (I.E. RADIO, AIR CONDITIONING, DRIVING LIGHTS, ETC.)
5. TRUCKS MUST HAVE CURRENT D.O.T. INSPECTION OR STATE INSPECTION.
6. CITY OF TYLER, TEXAS MUST GIVE EAST TEXAS MACK SALES, L.L.C. THE FIRST OPTION OF QUOTING NEW CHASSIS TO REPLACE THOSE BEING PURCHASED FROM THE CITY, ASSUMING EAST TEXAS MACK SALES, L.L.C. IS AWARDED THE TIPS BID FOR THAT YEAR.
7. EAST TEXAS SALES, L.L.C. WILL AGREE TO RENT THE ABOVE UNITS BACK TO THE CITY OF TYLER, TEXAS FOR \$4000.00/MONTH, IN THE CASE THAT REPLACEMENT TRUCKS HAVE NOT ARRIVED YET. THE CITY OF TYLER, TEXAS IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE RENTAL TRUCK, INCLUDING, BUT NOT LIMITED TO, INSURANCE, FUEL, MAINTENANCE, DAMAGE DONE TO THE TRUCK.
8. MAINTENANCE ITEMS SUCH AS TRUNNIONS, TRUNNION BUSHINGS, SPRING PADS, SPRINGS, FRONT SHOCKS, FRONT SPRINGS, AND ALL ITEMS LISTED AS MAINTENANCE ITEMS IN THE MAINTENANCE HANDBOOK WILL BE IN WORKING ORDER.

PLEASE UNDERSTAND THE ABOVE PRICES DO NOT CONSTITUTE A "GUARANTEED BUYBACK", BUT IS AN ESTIMATED VALUE OF THIS UNIT AFTER 36 MONTHS OF OPERATION.

THANK YOU FOR THE PAST BUSINESS YOU HAVE GIVEN TO EAST TEXAS MACK SALES, L.L.C. AND IF WE CAN HELP YOU WITH FUTURE BUSINESS, PLEASE DO NOT HESITATE TO CALL.

RHETT RIEKEN

903-39-2685





EAST TEXAS MACK SALES, LLC
2934 HIGHWAY 31 N
P.O. BOX 2867
LONGVIEW, TEXAS 75606
800-441-8505



DATE: August 6, 2024
CUSTOMER NAME: CITY OF TYLER, TEXAS
ADDRESS: 410 W. OAKWOOD
CITY/STATE/ZIP: TYLER, TX. 75702
CONTACT: LEROY SPARROW
SALESMAN: RHETT RIEKEN

INVOICE NUMBER

DESCRIPTION		AMOUNT
YEAR/MODEL	2026 MACK TERRAPRO TE64R	\$ 360,076.00
VIN	-	
DESCRIPTION	MOUNTED WITH MCNEILUS 40 YD ATLANTIC FEL	
YEAR/MODEL	2026 MACK TERRAPRO TE64R	\$ 360,076.00
DESCRIPTION	MOUNTED WITH MCNEILUS 40 YD ATLANTIC FEL	

36 MO RESIDUALS ARE 65% OF SELLING PRICE

36 MO ESTIMATED VALUE \$ 234,049 / EACH
36 MO COST TO OPERATE \$ 42,009 / YEARLY
36 MO MONTHLY COST \$3,500 / MONTH

TIPS CONTRACT #230802

FEDERAL EXCISE TAX

SUBTOTAL	720,152.00
EXTENDED WARRANTY	
DELIVERY	
MISC. CREDIT	
EMISSIONS FEE	
STATE SALES TAX	
LICENSE & REGISTRATION	
TITLE FEE/INSPECTION	
DOT INSPECTION	80.00
DOCUMENTARY FEE	150.00
DEALER INVENTORY TAX	
FINANCE DOCUMENTARY FEE	
TOTAL PRICE	720,382.00

DEPOSIT ON ORDER

ALLOWANCE ON TRADE-IN:	
YEAR/MODEL	2021 MACK TE64 WITH HEIL FEL
VIN	1M2TE2GC5MM005862 & 1M2TE2GC7MM005863
DESCRIPTION	FRONT LOADER WITH HEIL BODY
TRADE-IN ALLOWANCE	333,384.00
BALANCE OWED ON TRADE-IN	
NET ALLOWANCE ON TRADE-IN	333,384.00
	\$ 333,384.00

TRADES ARE 166,692 EACH-58% OF SELLING PRICE

FINAL PRICE 386,998.00

TOTAL PRICE WITHOUT TRADES FIGURED IN \$ 720,382.00

LIEN HOLDER:

GUARDDOG CONNECT INFORMATION:
CITY OF TYLER
STAN STOFFREGEN
410 W. OAKWOOD
TYLER, TX. 75702
903-531-1321
SSTOFFREGEN@TYLERTEXAS.COM

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO THE CLOSING OF A SALE.



EAST TEXAS MACK SALES, LLC
2934 HIGHWAY 31 N
P.O. BOX 2867
LONGVIEW, TEXAS 75606
800-441-8505



DATE: August 2, 2024
CUSTOMER NAME: CITY OF TYLER, TEXAS
ADDRESS: 410 W. OAKWOOD
CITY/STATE/ZIP: TYLER, TX 75702
CONTACT: LEROY SPARROW
SALESMAN: RHETT RIEKEN

INVOICE NUMBER

	DESCRIPTION	AMOUNT
YEAR/MODEL	2026 MACK GR64B GRANITE	\$ 238,000.00
VIN		
DESCRIPTION	ROLL OFF WITH ALLISON TRANS AND GALBREATH HOIST	
YEAR/MODEL	2026 MACK GR64B GRANITE	\$ 238,000.00
DESCRIPTION	ROLL OFF WITH ALLISON TRANS AND GALBREATH HOIST	

36 MO RESIDUALS ARE 75% OF SELLING PRICE
36 MO ESTIMATED VALUE \$ 178,500 / EACH
36 MO COST TO OPERATE \$ 19,833 / YEARLY
36 MO MONTHLY COST \$ 1,652 / MONTH

TIPS CONTRACT #230802

FEDERAL EXCISE TAX

SUBTOTAL	476,000.00
EXTENDED WARRANTY	
DELIVERY	
MISC. CREDIT	
EMISSIONS FEE	
STATE SALES TAX	
LICENSE & REGISTRATION	
TITLE FEE/INSPECTION	
DOT INSPECTION	80.00
DOCUMENTARY FEE	150.00
DEALER INVENTORY TAX	
FINANCE DOCUMENTARY FEE	

TOTAL PRICE 476,230.00

DEPOSIT ON ORDER

ALLOWANCE ON TRADE-IN:	
YEAR/MODEL	2023 MACK GRANITE ROLL OFF
VIN	1M2GR4GC2PM032426 & 1M2GR4GC2PM032426
DESCRIPTION	ROLL OF WITH GALBREATH HOIST
TRADE-IN ALLOWANCE	282,750.00
BALANCE OWED ON TRADE-IN	282,750.00
NET ALLOWANCE ON TRADE-IN	\$ 282,750.00
TRADES ARE 141,375 EACH	
FINAL PRICE	193,480.00
TOTAL PRICE WITHOUT TRADES FIGURED IN	\$ 476,230.00

LIEN HOLDER:

GUARDDOG CONNECT INFORMATION:
CITY OF TYLER
STAN STOFFREGEN
410 W. OAKWOOD
TYLER, TX. 75702
903-531-1321
SSTOFFREGEN@TYLERTEXAS.COM

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO THE CLOSING OF A SALE.



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. C-A-4

Date: August 28, 2024

Subject: Request that the City Council consider authorizing the City Manager or designee to apply for and accept nineteenth-year funding under the Comprehensive Traffic Enforcement Grant Program administered by the Texas Department of Transportation.

Item Reference: C-A-2 September 23, 2023

For the nineteenth consecutive year, as part of the Fiscal Year 2024-2025 Comprehensive Traffic Enforcement grant program, the Texas Department of Transportation (TxDOT) has federal pass-through funding available to local governments. This funding is to deploy off-duty officers involved in proactive traffic law-enforcement activities to reduce the number of traffic accidents occurring within the City and to better protect the citizens of Tyler from injury and property loss incurred in those accidents. The grant reimburses portions of the costs associated with the overtime pay of off-duty officers conducting enhanced enforcement of red light, driving while intoxicated (DWI), speeding, and occupant protection laws, public education programs, and the administrative duties of the program.

The proposed program will enable the Police Department to deploy off-duty personnel to conduct traffic enforcement grant activities at an estimated program total cost of \$103,970,37. The program will be effective from October 1, 2024, to September 30, 2025. TxDOT will reimburse the Tyler Police Department an estimated total of \$81,968.49 and the remaining balance of \$22,001.88 will be paid in the form of a cash match from within the existing Police Department budget.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager or designee to apply for and accept nineteenth-year funding under the Comprehensive Traffic Enforcement Grant program administered by the Texas Department of Transportation.

Attachments:

[Signature Form.pdf](#)

[TxDOT Grant 2024-2025.pdf](#)

Drafted/Recommended By:

Department Leader Jimmy Toler; Chief of Police

Edited/Submitted By:

City Manager

City of Tyler Police Department
STEP Comprehensive 2025

**Texas Department Of Transportation - Traffic Safety
Electronic Signature Authorization Form**

This form identifies the person(s) who have the authority to sign grant agreements and amendments for the Grant ID listed at the bottom of the page.

Name Of Organization: City of Tyler

Project Title: STEP Comprehensive

Authorizing Authority

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into the agreement on behalf of the organization. I authorize the person(s) listed under the section "Authorized to Electronically Sign Grant Agreements and Amendments" to enter into an agreement on behalf of the organization.

Name:	Edward Broussard
Title:	City Manager
Signature:	
Date:	
Under the authority of Ordinance or Resolution Number (if applicable)	

Authorized to Electronically Sign Grant Agreements and Amendments

List Subgrantee Administrators who have complete authority to enter into an agreement on behalf of the organization.

	Print Name of Subgrantee Administrator in TxDOT Traffic Safety eGrants	Title
1.	JH Burge	Sergeant
2.	Luke SHAFER	Luke SHAFER
3.		

Texas Traffic Safety eGrants

Fiscal Year 2025

Organization Name: City of Tyler Police Department

Legal Name: City of Tyler

Payee Identification Number: 17560006979028

Project Title: STEP Comprehensive

ID: 2025-Tyler PD-S-1YG-00086

Period: 10/01/2024 to 09/30/2025

City of Tyler Police Department
STEP Comprehensive 2025

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **City of Tyler** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government/Transit District**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2025.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

CFDA Number: **20.600**

CFDA Title: **State and Community Highway Safety Grant Program**

Funding Source: Section **402**

Unique Entity Identifier (UEI) : **Qgp1UN15F5N7**

FAIN:

300004020TX0

69A37525300004020TX0

Project Title: **STEP Comprehensive**

This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **10/01/2024** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2025** unless terminated or otherwise modified.

Total Awarded: **\$103,970.37**

Amount Eligible for Reimbursement by the Department: **\$81,968.49**

Match Amount provided by the Subgrantee: **\$22,001.88**

City of Tyler Police Department
STEP Comprehensive 2025

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

Texas Traffic Safety Program

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200, and the Department's Behavioral Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.
- B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.
- C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

City of Tyler Police Department
STEP Comprehensive 2025

- D. Political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.
- H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.
- J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.
- K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

City of Tyler Police Department
STEP Comprehensive 2025

- L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.
- M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.
- N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

- A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.
- B. All payments will be made in accordance with the Project Budget.
 - 1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be offset by an equivalent underrun elsewhere in the Project Budget.
 - 2. An increase to a salary amount stated in the budget is not considered an overrun. An underrun elsewhere in the budget may not be used to fund an increase to a stated salary amount.
 - 3. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

City of Tyler Police Department
STEP Comprehensive 2025

4. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.
5. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.
6. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.
- C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
- D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.
- E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.
- F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.
- G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.
- H. Payments are contingent upon the availability of appropriated funds.
- I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on demonstrated performance history.

City of Tyler Police Department
STEP Comprehensive 2025

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

- A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.
- B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.
- C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.
- D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.
- E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

City of Tyler Police Department
STEP Comprehensive 2025

ARTICLE 7. REPORTING AND MONITORING

- A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:
1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.
 2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.
 3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.
- B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.
- C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:
1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.
 2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

City of Tyler Police Department
STEP Comprehensive 2025

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

- A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.
- B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.
- C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

- A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:
 - 1. This agreement is terminated in writing with the mutual consent of both parties; or
 - 2. There is a written thirty (30) day notice by either party; or
 - 3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

City of Tyler Police Department
STEP Comprehensive 2025

- B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

- A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.
- B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

- A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.
- B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

City of Tyler Police Department
STEP Comprehensive 2025

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

- A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement or will be able to obtain such personnel from sources other than the Department.
- B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.
- C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.216, 200.310-.316, 200.318-.327.

City of Tyler Police Department
STEP Comprehensive 2025

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

- A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.
- B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.
- C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

- A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Chapter 60, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).
- B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

City of Tyler Police Department
STEP Comprehensive 2025

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100);
- **28 CFR 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

City of Tyler Police Department
STEP Comprehensive 2025

- **Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government** (advancing equity across the Federal Government);
- **Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation** (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The State highway safety agency-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

City of Tyler Police Department
STEP Comprehensive 2025

- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
 - e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.
- D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.
- E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.
- F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

City of Tyler Police Department
STEP Comprehensive 2025

- B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.
- C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions
- D. The Subgrantee shall follow all other parts of the Department's DBE program.
- E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance. The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

City of Tyler Police Department
STEP Comprehensive 2025

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

City of Tyler Police Department
STEP Comprehensive 2025

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-
Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

City of Tyler Police Department
STEP Comprehensive 2025

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>) 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

City of Tyler Police Department
STEP Comprehensive 2025

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -
Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

City of Tyler Police Department
STEP Comprehensive 2025

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A.
- B. The Subgrantee agrees that it shall:
 - 1. 2. In accordance with 2 CFR Part 25, all federal financial assistance applicants must obtain a unique entity identifier (UEI) from SAM. The UEI is a 12-character, alpha-numeric value.
 - 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.
- B. If threshold expenditures of \$1,000,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov

City of Tyler Police Department
STEP Comprehensive 2025

- C. If expenditures are less than \$1,000,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$1,000,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT *(applies to subrecipients as well as States)*

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

(This article applies only to non-profit entities.)

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

City of Tyler Police Department
STEP Comprehensive 2025

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RESPONSIBILITIES OF THE SUBGRANTEE

- A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.
- B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).
- C. Attend grant related training as requested by the Department
- D. Attend meetings according to the following:
1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for grant related activities.
 2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.
- E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.
- F. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement.
- G. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested, is for work exclusively related to this project.
- H. Ensure that this grant will in no way supplant (replace) funds from other sources.
- Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.
- I. Ensure that each officer working on the STEP project will complete an officer's daily activity report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, Enforcement Zone identifier, mileage (including starting and ending mileage), hours worked, type of warning or citation issued or arrest made, officer and supervisor signatures.
- J. All STEP agencies must provide the following provision in all daily activity report forms:

"I understand that this information is being submitted to support a claim against a federally-funded grant program. False statements on this form may be prosecutable under 18 USC

City of Tyler Police Department
STEP Comprehensive 2025

unded grant program. False statements on this form may be prosecutable under TC 36A.01001. This information on this form is true, correct, and complete to the best of my knowledge and ability."

The above language should be added to the activity reports immediately above the signature lines of the officer and supervisor.

K. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.

L. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.

M. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.

N. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.

O. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.

P. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

Revised: 11/07/2017

City of Tyler Police Department
STEP Comprehensive 2025

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RESPONSIBILITIES OF THE DEPARTMENT

- A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:
1. review of periodic reports
 2. physical inspection of project records and supporting documentation
 3. telephone conversations
 4. e-mails and letters
 5. quarterly review meetings
 6. eGrants
- B. Provide program management and technical assistance.
- C. Attend appropriate meetings.
- D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.
- E. Perform an administrative review of the project at the close of the grant period to:
1. Ascertain whether or not the project objectives were met
 2. Review project accomplishments (performance measures completed, targets achieved)
 3. Account for any approved Program Income earned and expended
 4. Identify exemplary performance or best practices

City of Tyler Police Department
STEP Comprehensive 2025

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GENERAL INFORMATION

Project Title: STEP Comprehensive

Project Description:

Program Elements

When performing enforcement activities under this grant, officers should make the enforcement of the STEP elements listed below their top priority, although any traffic-related probable cause can be used to initiate a vehicle stop

1. DWI: Driving While Intoxicated
2. Speed: Speed Enforcement
3. OP: Occupant Protection (Safety Belt and Child Safety Seat)
4. ITC: Intersection Traffic Control
5. DD: Distracted Driving

Holiday Periods

Enforcement activities under this grant may be conducted on any day at any time of day the agency deems appropriate. However, subgrantee should make it a priority to conduct enforcement activities during state and federally determined holiday periods, which are:

1. Christmas/New Year's
2. Spring Break
3. Memorial Day
4. Independence Day
5. Labor Day

STEP Mobilization Calendar is available on [eGrantsHelp page](#)

X Agency agrees to enforce the above Program Elements and Holiday Periods as part of the Selective Traffic Enforcement Program

City of Tyler Police Department
STEP Comprehensive 2025

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GOALS AND STRATEGIES

- Goal:** To increase effective enforcement and adjudication of traffic safety-related laws to reduce crashes, injuries and fatalities.
- Strategies:** Increase and sustain high visibility enforcement of traffic safety-related laws.
Increase public education and information campaigns regarding enforcement activities.
- Goal:** To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, injuries, and fatalities.
- Strategy:** Increase and sustain high visibility enforcement of DWI laws.
- Goal:** To increase occupant restraint use, including child-safety seats, in all passenger vehicles and trucks.
- Strategy:** Increase and sustain high visibility enforcement of occupant protection laws.
- Goal:** To reduce the number of speed-related crashes, injuries, and fatalities.
- Strategy:** Increase and sustain high visibility enforcement of speed-related laws.
- Goal:** To reduce intersection-related motor vehicle crashes, injuries, and fatalities.
- Strategy:** Increase and sustain high visibility enforcement of Intersection Traffic Control (ITC) laws.
- Goal:** To reduce Distracted Driving motor vehicle crashes, injuries, and fatalities.
- Strategies:** Increase and sustain high visibility enforcement of state and local ordinances on cellular and texting devices.
Increase public information and education on Distracted Driving related traffic issues.

☒ I agree to the above goals and strategies.

Please mark all of your proposed zones on a single heat map and upload that map here. Click here to see an example. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 480 and rounding to the nearest whole number. https://grants.bts.txdot.gov/_Upload/1279704_341467-2025STEPCOMPHeatMapTylerPD.pdf

City of Tyler Police Department

STEP Comprehensive 2025

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ENFORCEMENT ZONES

Zone Name :

Zone 1

Zone Description :

Zone 1: Gentry Pkwy from Broadway to Loop 323. Van Hwy Between Gentry and Loop. Loop 323 between Van Hwy and Erwin. Erwin between Loop and Glenwood, Glenwood between Erwin and 5th. 5th between Glenwood and Beckham. Beckham between 5th and Front. Front between Beckham and Broadway. Broadway between Front and Gentry. This includes all areas within these boundaries.

Zone Hours :

24/7 Enforcement

Zone Detail Map :

https://grants.bts.txdot.gov/_Upload/1279777_341453_1-STEP2025COMPZone1MapTylerPD.pdf

Additional Documentation :

City of Tyler Police Department
STEP Comprehensive 2025

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ENFORCEMENT ZONES

Zone Name : Zone 2
Zone Description : Zone 2: Loop 323, between Old Jacksonville and Troup Hwy. Old Jacksonville between Loop and Grande. Grande between Old Jacksonville and New Copeland. New Copeland between Grande and Shiloh. Shiloh between New Copeland and Troup Hwy. Troup Hwy between Shiloh and Loop 323. This includes all areas within these boundaries.
Zone Hours : 24/7 Enforcement
Zone Detail Map : https://egrantrts.bts.txdot.gov/_Upload/1279779_341453-2025STEPCOMMapZone2TylerPD.pdf
Additional Documentation :

City of Tyler Police Department
STEP Comprehensive 2025

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BASELINE INFORMATION

Baseline Definition: A number serving as a foundation for subgrantees to measure pre-grant traffic enforcement activity. Baseline information must be provided by the subgrantee in order to identify local traffic enforcement related activity. This information should exclude any activity generated with STEP grant dollars. Once the baseline is established, these figures will be used to compare subsequent year's local and grant traffic enforcement activity.

Note for Arrests/Citations and Written Warnings: Baseline data used must be no older than 2020.

Note KA Crashes: KA crash data is provided to subgrantees through the RFP document. Each jurisdiction is provided with corresponding KA crash numbers based on a three-year rolling average. County-level agencies should use the data from "Rural X County."

Baseline Year for Arrests/Citations and Written
Warnings (12 months)

From 10/1/2022 To 9/30/2023

<u>Baseline Measure</u>	<u>Arrests/Citations</u>	<u>Written Warnings</u>	<u>KA Crashes</u>
Driving Under Influence (DUI)	293	0	8
Speed	5595	9217	29
Safety Belt	63	45	11
Child Safety Seat	91	7	
Intersection Traffic Control (ITC)	1296	3140	63
Distracted Driving Citations	0	0	
Other Elements	15848	9071	

If you have additional attachments, provide them on the "Attachments" page.

City of Tyler Police Department
STEP Comprehensive 2025

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LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

Objective/Performance Measure	Target Number	Not Applicable
Reduce the number of Alcohol-Involved (DWI/DUI) KA crashes to	5	
Reduce the number of Speed-related KA crashes to	25	
Reduce the number of All OP-related (Seatbelt and Child Passenger Safety) KA crashes to	10	
Reduce the number of ITC-related KA crashes to	60	

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

City of Tyler Police Department
STEP Comprehensive 2025

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PI&E OBJECTIVE/PERFORMANCE MEASURE

XI agree to the below efforts with a public information and education (PI&E) program.

- a. Conduct a minimum of five (5) presentations
- b. Conduct a minimum of five (5) media exposures (e.g. news conferences, news releases, and interviews)
- c. Conduct a minimum of two (2) community events (e.g. health fairs, booths)

City of Tyler Police Department
STEP Comprehensive 2025

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Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries	\$81,968.49	\$0	\$81,968.49
(200)	Fringe Benefits	\$0	\$22,000.34	\$22,000.34
	Category I Sub-Total	\$81,968.49	\$22,000.34	
Category II - Other Direct Costs				
(300)	Travel	\$0	\$1.54	\$1.54
(400)	Equipment	\$0	\$0	\$0
(500)	Supplies	\$0	\$0	\$0
(600)	Contractual Services	\$0	\$0	\$0
(700)	Other Miscellaneous	\$0	\$0	\$0
	Category II Sub-Total	\$0	\$1.54	\$1.54
Total Direct Costs		\$81,968.49	\$22,001.88	\$103,970.37
Category III - Indirect Costs				
(800)	Indirect Cost Rate	\$0	\$0	\$0
Summary				
	Total Labor Costs	\$81,968.49	\$22,000.34	\$103,968.83
	Total Direct Costs	\$0	\$1.54	\$1.54
	Total Indirect Costs	\$0	\$0	\$0
	Grand Total	\$81,968.49	\$22,001.88	\$103,970.37
	Fund Sources (Percent Share)	78.84%	21.16%	



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. C-A-5

Date: August 28, 2024

Subject: Request that the City Council consider authorizing the City Manager to declare certain designated vehicles as surplus and ready to be auctioned.

Item Reference:

Request that the City Council consider authorizing the City Manager to declare certain designated vehicles as surplus and ready to be auctioned.

See attached auction list.

Proceeds from the sale of these units will be deposited in Vehicle Services Account 640-0000-361.57-20.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to declare certain designated vehicles as surplus and ready to be auctioned.

Attachments:

[Auction List 8-15-24](#)

Drafted/Recommended By:

Department Leader Stan Stoffregen Fleet Manager

Edited/Submitted By:

City Manager

Unit#	Description	Department	Miles/Hrs	Reason	Auction Notes
00256	2002 Ford F150	Neighborhood SVC	127,132	grant replacement	
09230	2009 Freightliner M2 Dump truck	Water dist.	9292 hrs	replacement	
11513	2006 Rhino brush mower	Code Enforcement	n/a	replacement	
12515	2012 JohnDeere hx15 mower	airport	n/a	replacement	
12520	2012 JohnDeere 6230 tractor	airport	3745 hrs	replacement	
12536	2012 landpride brush mower	Lake Tyler	n/a	replacement	
14088	2008 trailer	Animal SVC	n/a	replacement	
15402	2015 John Deere 310L	Street	5103 hrs	replacement	
15560	2015 Rhino brush mower	Lake Tyler	n/a	replacement	
15749	2015 Mack Multipack CNG	SW Resi	1151/73646	replacement	
15792	2015 Ford F550 Heil retriever	SW Resi	9550hrs	bad transmission	
15989	2015 Chevy Arboc Bus	Transit	175,534	does not run	
16050	2000 utility trailer	Street	n/a	replacement	
16564	2016 landpride brush mower	Street	n/a	replacement	
18299	2018 Chevy 1500 Reg Cab	water office	101,964	replacement	engine issue
08152024	Armstrong Ag 3686 Fork Att.	unknown	n/a	4000 lb capacity	
081520241	Rozell Sprayer rig	Lake Tyler	n/a	replacement	
081520242	Rhino Brush Mower	Street	n/a	replacement	



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. C-A-6

Date: August 28, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute the Amendment No. 1 to the Work Order #1 to KSA Engineers, Inc., to add Construction Administration, and Closeout phase services for the construction of a new Airport Lighting Vault, for an increase from \$138,844.00 to \$283,165.00 (\$+144,321.00) at Tyler Pounds Regional Airport.

Item Reference:

Work Order No. 1 was approved by the City Council on September 13, 2023, for professional services for the development of plans and specifications for the construction of a new Airport Lighting Vault supported by FAA Grant 55.

This Amendment is necessary to add basic services, including Construction Administration and Closeout phase services. Additional services to be added include Resident Project Representative, Construction Materials Testing, Title VI Plan Preparation, and Project Management services.

WO No. 1 \$ 138,844.00
Amendment No. 1 \$ 283,165.00
Increase + \$ 144,321.00

The Half Cent Sales Tax Board approved the 10% match funding on August 13, 2024.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute Amendment No. 1 to the Work Order #1 to KSA Engineers, Inc., to add Construction Administration, and Closeout phase services for the construction of a new Airport Lighting Vault, for an increase from \$138,844.00 to \$283,165.00 (\$+144,321.00) at Tyler Pounds Regional Airport.

Attachments:

[KSA Amendment No 1 WO No 1 Grant 55 Lighting Vault](#)

Drafted/Recommended By:

Department Leader Annette Smith

Edited/Submitted By:

City Manager

Amendment No. 1 to Work Order No. 1
For Professional Services Relating to
Airfield Lighting Vault Replacement
Tyler Pounds Regional Airport

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This Amendment No. 1 to Work Order No. 1 between the City of Tyler, Texas (Owner) and KSA Engineers, Inc. (Engineer) signed by the City on September 18, 2023 shall modify the original Work Order No. 1. Work Order No. 1 provided for services to be performed by the Engineer in accordance with an Agreement for Engineering Services between Owner and Engineer dated April 3, 2023.

In case of conflict between the original agreement dated April 3, 2023, Work Order No. 1 dated September 18, 2023, and this Amendment No. 1 to Work Order No. 1, this Amendment No. 1 to Work Order No. 1 shall take precedence.

PROJECT DESCRIPTION

Work Order No. 1 included basic services consisting of preliminary and final design and bidding phase services for the Airfield Lighting Vault Replacement project and additional services consisting of design survey, geotechnical investigation, CATEx documentation, Obstruction Evaluation/Airport Airspace Analysis.

SCOPE OF SERVICES

This Amendment is necessary to add basic services including Construction Administration, and Closeout phase services. Additional services to be added include Resident Project Representative, Construction Materials Testing, Title VI Plan Preparation, and Project Management services.

COMPENSATION

Increase Work Order No. 1 from \$138,844 to \$283,165 (+144,321). See Exhibit A for breakdown and hourly rates.

Agreed by:

OWNER:

CITY OF TYLER, TEXAS

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_



ENGINEER:

KSA ENGINEERS, INC.

BY:  \_\_\_\_\_  
Craig H. Phipps, P.E.  
Aviation Practice Director

ATTEST: \_\_\_\_\_

DATE: August 9, 2024



**Exhibit A**  
**Tyler Pounds Regional Airport**  
**Tyler, Texas**  
**Airfield Lighting Vault Replacement**  
**Construction Phase Services**  
*Scope of Work Outline*

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**Airfield Electrical Vault Replacement**

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**102169**

Tyler Pounds Regional Airport (TYR, Airport) intends to replace the airfield lighting vault including the building, constant current regulators, and emergency backup generator. KSA Engineers provided plans, specifications, and a construction cost estimate under a previous contract.

The construction schedule is 300 calendar days. During a portion of this time, no construction work will take place as the contractor procures electrical equipment with long lead times. This is reflected in the manhour calculation and planned resident project representative hours.

Funding for the project will come from the Federal Aviation Administration and City of Tyler. KSA Engineers, Inc. (KSA) will be the prime consultant. Subconsultants and scope of work are as follows:

- Hollaway Consulting Engineers – resident project representative (RPR) services
- Ettl Engineers & Consultants – construction materials testing
- DBE Plans and Goals Preparation Services – Title VI Plan and Community Participation Plan

The scope of services, compensation, schedule, and required information is discussed as follows.

**1.1 Scope of Services**

KSA understands that the scope of services to be provided is as follows below.

**Task 1 – Construction**

- RPR Services (650 hours)
- Construction materials testing
- Prepare Title VI Plan and Community Participation Plan
- Conduct pre-construction conference
- Conduct weekly construction teleconferences
- Review contractor submittals
- Respond to contractor RFIs
- Review and process contractor pay applications

- Perform site inspections (3 civil, 4 electrical)
- Perform punchlist inspection and prepare punchlist
- Perform final inspection to verify completion of punchlist

#### **Task 2 – Closeout**

- Prepare record drawings
- Prepare closeout documents
- Perform warranty inspection

Fee proposals for sub consultants are attached for review and comment. Sub consultant fees have been incorporated into KSA's Manhour Projection and Fee Calculation for Engineering Services. A 15% carrying factor has been included to cover KSA's associated expenses, such as administration costs and additional liability insurance.

### **1.2 Compensation & Design Schedule**

The lump sum fee for providing all services identified under 1.1 Scope of Services is as shown below.

| <b>Phase</b>          | <b>Amount</b>    | <b>Estimated Schedule</b> |
|-----------------------|------------------|---------------------------|
| Task 1 – Construction | \$135,601        | 300 calendar days         |
| Task 2 – Closeout     | <u>\$8,720</u>   | 45 calendar days          |
| <b>Total</b>          | <b>\$144,321</b> |                           |

Subconsultant fees are included in the lump sum fees listed above. Subconsultant proposals are included under Attachment A. Subconsultant fees are as follows:

|                                           |          |
|-------------------------------------------|----------|
| Hollaway Consulting Engineers (RPR):      | \$52,000 |
| ETTL Engineers & Consultants:             | \$11,679 |
| DBE Plans and Goals Preparation Services: | \$11,000 |

The above fees are based on the scope of work assumed in this proposal. Additional KSA services not included with this proposal can be provided in accordance with KSA's current hourly reimbursable fee schedule transmitted with this proposal. No additional work will be performed without prior written approval of TYR and the City of Tyler.

Tyler Pounds Regional Airport  
Airfield Lighting Vault Replacement Project  
KSA Project No. 102169  
Manhour Projection and Fee Calculation for Construction Phase Services  
Version: June 13, 2024

| Task ID                                   | Task Description                                                     |                        |                 |                       |                     |                   |                 | Travel Expenses, Mileage & Per Diem (\$0.65/mile) | Subconsultants | Total     |
|-------------------------------------------|----------------------------------------------------------------------|------------------------|-----------------|-----------------------|---------------------|-------------------|-----------------|---------------------------------------------------|----------------|-----------|
|                                           |                                                                      | Senior Project Manager | Design Engineer | Senior CAD Technician | Electrical Engineer | Project Assistant | Total Man Hours |                                                   |                |           |
| Task 1 - Construction (300 Calendar Days) |                                                                      |                        |                 |                       |                     |                   |                 |                                                   |                |           |
| 1.01                                      | RPR Services (650 hrs @ \$80/hr) (Subconsultant: Hollaway)           |                        |                 |                       |                     |                   | 0               |                                                   | \$59,800       | \$59,800  |
| 1.02                                      | Construction Materials Testing (Subconsultant: ETTL)                 |                        |                 |                       |                     |                   | 0               |                                                   | \$13,431       | \$13,431  |
| 1.03                                      | Title VI Plan Services (Subconsultant: DBE Plans & Goals Prep. Svcs) |                        |                 |                       |                     |                   | 0               |                                                   | \$12,650       | \$12,650  |
| 1.04                                      | Project Management                                                   | 12                     | 4               |                       | 4                   | 4                 | 24              |                                                   |                | \$4,680   |
| 1.05                                      | Conduct Pre-Construction Conference                                  | 8                      |                 |                       | 4                   |                   | 12              | \$200                                             |                | \$2,900   |
| 1.06                                      | Conduct Weekly Construction Teleconferences                          | 20                     | 20              |                       | 20                  |                   | 60              |                                                   |                | \$11,300  |
| 1.07                                      | Review Contractor Submittals                                         | 4                      | 12              |                       | 16                  | 2                 | 34              |                                                   |                | \$5,890   |
| 1.08                                      | Respond to Contractor RFIs                                           | 4                      | 12              | 4                     | 12                  |                   | 32              |                                                   |                | \$5,260   |
| 1.09                                      | Review and Process Contractor Pay Applications (10)                  | 4                      | 6               |                       | 2                   | 2                 | 14              | \$550                                             |                | \$2,930   |
| 1.10                                      | Perform Site Inspections (3 Civil, 4 Electrical)                     | 24                     | 8               |                       | 16                  |                   | 48              | \$200                                             |                | \$10,120  |
| 1.11                                      | Perform Punchlist Inspection                                         | 8                      | 8               |                       | 4                   |                   | 20              | \$200                                             |                | \$3,940   |
| 1.12                                      | Perform Final Inspection                                             | 8                      |                 |                       | 4                   |                   | 12              |                                                   |                | \$2,700   |
| Phase Totals                              |                                                                      | 92                     | 70              | 4                     | 82                  | 8                 | 256             | \$1,150                                           | \$85,881       | \$135,601 |
| Task 2 - Closeout (45 Calendar Days)      |                                                                      |                        |                 |                       |                     |                   |                 |                                                   |                |           |
| 2.01                                      | Prepare Record Drawings                                              | 2                      | 4               | 12                    | 4                   |                   | 22              |                                                   |                | \$2,980   |
| 2.02                                      | Prepare Closeout Documents                                           | 2                      | 12              |                       | 4                   | 4                 | 22              |                                                   |                | \$3,320   |
| 2.03                                      | Perform Warranty Inspection                                          | 6                      |                 |                       | 4                   |                   | 10              | \$200                                             |                | \$2,420   |
| Phase Totals                              |                                                                      | 10                     | 16              | 12                    | 12                  | 4                 | 54              | \$200                                             | \$0            | \$8,720   |
| Total Projected Manhours                  |                                                                      | 102                    | 86              | 16                    | 94                  | 12                | 310             | \$1,350                                           | \$85,881       | \$144,321 |
| Hourly Rate                               |                                                                      | \$240                  | \$130           | \$100                 | \$195               | \$125             |                 |                                                   |                |           |
| Total Estimated Cost                      |                                                                      | \$24,480               | \$11,180        | \$1,600               | \$18,330            | \$1,500           | \$57,090        |                                                   |                |           |

\*Reference subconsultant proposals for scope of services and man-hour breakdowns

## **Attachment A – Subconsultant Proposals**



May 14, 2024

James McKenzie, PE  
Senior Project Manager  
KSA Engineers  
8866 Synergy Drive  
McKinney, TX 75070

RE: Engineering Fee Proposal - RPR Services  
Tyler Pounds Regional Airport  
Tyler, Texas

Dear James,

This fee proposal is for RPR Inspections Services for the upcoming construction project at Tyler Pounds Regional Airport in Tyler, Texas as referenced above. Hollaway Consulting Engineers, LLC (HCE) will complete these services at an hourly rate of \$80.00/Hr. and a Not to Exceed Fee of \$52,000.00.

We anticipate the project will require 90 calendar days to complete. For this proposal we have used 13 weeks at 50 hours per week.

For this project, we propose using Mr. Ronnie Higgins. Mr. Higgins is an experienced aviation inspector with numerous TxDOT and FAA Aviation inspection projects in his background. He is knowledgeable and works daily with FAA specifications and requirements. He has worked specifically at Tyler Pounds Regional Airport previously and I'm confident he can provide outstanding RPR inspections services required for this project. A resume can be provided if required.

Engineering Services not included in this scope will be charged at \$175 per hour. Mileage not included in this scope of work will be charged at the current Federal Rate, if required. Expenses, if required, will be charged at the direct cost of the expense with no markup.

We look forward to working with you and the Airport on this project. Should you have any questions, or require additional information, please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Sheri E. Hollaway". The signature is written in a cursive, flowing style.

Sheri E. Hollaway, PE  
President  
Hollaway Consulting Engineers, LLC

*565 S. Mason Road #498, Katy, Texas 77450  
281.536.4868*



June 13, 2024  
Tyler, Texas

James McKenzie, P.E.  
KSA Engineers, Inc.  
8866 Synergy Drive  
McKinney, TX 75070

**Estimate for Construction Materials Testing/Inspection Services  
Tyler Pounds Regional Airport Airfield Vault Replacement Project  
Tyler, Texas  
City Bid No. 24-006**

Dear Mr. McKenzie,

I am sending you this proposal per your recent request concerning the testing and inspection for the above-mentioned projects. We are looking forward to working with you on this project and we understand the need for testing and inspection as it pertains to a quality construction project.

This proposal identifies the areas of interest and concern when employing a professional engineering laboratory. Included are these main sections:

1. Familiarity of Site Conditions
2. Qualifications of ETTL
3. Insurance Coverage
4. Scope & Conduct of Services
5. Basis of Charges

## **FAMILIARITY OF SITE CONDITIONS**

We have worked in a geotechnical and construction materials testing capacity on many projects at Tyler Pounds Field Regional Airport and for the City of Tyler over the years. Our understanding of native soils around Pounds Field and the need for proper compaction and concrete testing along with the ability to respond quickly should be of help in expediting the project.

## **QUALIFICATIONS OF ETTL**

ETTL Engineers & Consultants Inc., founded in 1965, maintains its principal office in Tyler, TX, with branch offices located in Longview, TX, Arlington, TX, Austin, TX and Texarkana, AR. We are accredited by the American Association of State & Highway Transportation Officials

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|                              |                                                       |
|------------------------------|-------------------------------------------------------|
| <b>Tyler Main Office:</b>    | 1717 East Erwin Street, Tyler, Texas 75702            |
| <b>Longview Branch:</b>      | 707 West Cotton Street, Longview, Texas 75604         |
| <b>Texarkana Branch:</b>     | 210 Beech Street, Texarkana, Arkansas 71854           |
| <b>DFW Branch:</b>           | 2000 E. Randol Mill Rd. Ste. 613, Arlington, TX 76011 |
| <b>Central Texas Branch:</b> | 8403 Cross Park Dr. Ste. 3D, Austin, Texas 78754      |

|                     |
|---------------------|
| Phone: 903-595-4421 |
| Phone: 903-758-0915 |
| Phone: 870-772-0013 |
| Phone: 817-962-0048 |
| Phone: 512-519-9312 |

(AASHTO) for competence in construction materials engineering and testing. Ettl also participates in AASHTO Materials Reference Laboratory (ARML), Cement & Concrete Reference Laboratory (CCRL), TxDOT round robin asphalt testing and is a US Army Corp of Engineers Validated Laboratory. Ettl Engineers & Consultants Inc. has approximately 99 employees with a professional staff that includes graduate civil (geotechnical) engineers, graduate geologists and graduate biologists.

## **INSURANCE COVERAGE**

Ettl maintains Commercial General Liability, Professional Liability, Workers Compensation and Automobile insurance coverage for all operations. As you know, with the present business climate in which we now find ourselves, it is imperative that adequate insurance be in place to support those unforeseen happenings associated with the construction industry.

## **SCOPE & CONDUCT OF SERVICES**

We understand that the scope of work will consist of testing and inspection of Soils, Flexible Base and Concrete as directed. Since all testing will be conducted as a call out basis the responsibility for scheduling testing and coordinating retests lies with KSA Engineers

Normal testing and inspection will be conducted from our Tyler office; however, additional personnel and equipment can be obtained from our Longview or Arlington offices if necessary to meet project testing schedules. All testing and inspection will be performed by a qualified technician and reviewed by a registered professional engineer. Ettl has NICET, ACI, and TxDOT certified technicians available. Verbal reports will be provided daily to the project site contact and superintendent with typed reports submitted within the following few days.

## **BASIS OF CHARGES**

A unit price fee basis for specific services performed based on the attached information is proposed.

## **ACCEPTANCE**

I appreciate the opportunity to be of service to you and trust that you will find this estimate acceptable. **Our invoices are due 30 days upon receipt.** To expedite the work and invoicing please sign the next page and email ([mgmiller@ettlinc.com](mailto:mgmiller@ettlinc.com)) or fax (903-595-6113) back to me along with report distribution information.

If you have any questions or need any further information, I can be contacted at our Tyler office (903-595-4421, Ext. # 205) or feel free to visit our Web Site at [www.ettlinc.com](http://www.ettlinc.com)

Sincerely,

ETTL ENGINEERS & CONSULTANTS INC.



Mark Miller  
CME Services

By executing this agreement, Ettl and CLIENT indicate their acceptance and agreement with its Standard Smith County terms.

Client: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ETTL Engineers & Consultants Inc.



Mark Miller

Tyler CME Operations Manager

June 13, 2024

Attachments: Estimated Cost and Unit Fees

## ESTIMATED FEES

### Tyler Pounds Regional Airport Airfield Vault Replacement Project, Tyler, Texas

#### Soils Embankment (P-152 - 10 Trips)

|    |                                         |                  |
|----|-----------------------------------------|------------------|
| 30 | Soil Technician Time @ \$58.00 hr.      | \$ 1,740.00      |
| 4  | ASTM D1557 Proctor @ \$205.00 ea.       | \$ 820.00        |
| 4  | Sample Prep @ \$58.00 hr.               | \$ 232.00        |
| 5  | Atterberg Limits (P.I.) @ \$85.00 ea.   | \$ 425.00        |
| 4  | -200 Sieve Analysis @ \$45.00 ea.       | \$ 180.00        |
| 1  | Sieve Analysis @ \$85.00 ea.            | \$ 85.00         |
| 16 | Inplace Nuclear Densities @ \$15.00 ea. | <u>\$ 240.00</u> |
|    |                                         | \$ 3,722.00      |

#### Misc. Concrete (9 Pours, 18 Trips):

|    |                                      |                  |
|----|--------------------------------------|------------------|
| 36 | Concrete Technician Time @ 58.00 hr. | \$ 2,088.00      |
| 45 | Concrete Cylinders @ \$20.00 ea.     | \$ 900.00        |
| 18 | Pick Up Cylinders @ \$58.00 hr.      | \$ 1,044.00      |
| 9  | Air Contents @ \$40.00 Day           | <u>\$ 360.00</u> |
|    |                                      | \$ 4,392.00      |

#### Engineering, Support & Report Processing

|    |                                 |                  |
|----|---------------------------------|------------------|
| 17 | Project Engineer @ \$185.00 hr. | \$ 3,145.00      |
| 4  | Project Manager @ \$105.00 hr.  | <u>\$ 420.00</u> |
|    |                                 | \$ 3,565.00      |

**Total= \$ 11,679.00**

NOTE: THIS ESTIMATE DOES NOT INCLUDE OVERTIME, WEEKEND OVERTIME, HOLIDAYS, STANDBY TIME OR RETESTS OF FAILING TESTS. IF THE SCOPE OF WORK OR QUANTITIES CHANGES THE INVOICE WILL BE ADJUSTED AT THE ABOVE UNIT FEES. THERE IS A TWO-HOUR MINIMUM PER TRIP, ANY WORK PERFORMED IN EXCESS OF 8 HOURS IN A DAY OR BEFORE 7:00AM AND AFTER 5:00PM WILL BE INVOICED AT AN OVERTIME RATE. A MINIMUM OF THREE TENTHS OF ONE HOUR FOR ENGINEER REVIEW, SIGNATURE AND REPORT PROCESSING WILL BE ADDED TO EACH REPORT.

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# DBE Plans & Goals Preparation Services, LLC

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May 1, 2024

Jonathan Farmer  
KSA Engineers Inc

Jonathan:

I am pleased to offer my services for the Title VI Plan and Community Participation Plan for **the CITY OF TYLER, TX / TYLER POUNDS REGIONAL AIRPORT**.

DBE Plans & Goals Preparation Services, LLC will:

- Prepare the Title VI Plan and Community Participation Plan in a fashion approvable by the Civil Rights Division of the FAA and in accordance with 49 CFR 21;
- Provide services in an efficient, competent manner;
- Develop a schedule in partnership with **KSA ENGINEERS INC** for development of the Title VI Plan and Community Participation Plan for delivery to the Civil Rights Division of the FAA;
- Provide two (2) copies, one hard copy and one electronic copy, of the completed Title VI Plan and Community Participation Plan. A hard will be mailed to the Title VI Coordinator and an electronic copy will be provided to **KSA ENGINEERS INC**. An electronic copy will also be submitted to the Civil Rights Division of the FAA as this is their preferred method of receipt;
- Provide sample copies of required legal announcements and public notices;
- Provide assistance to aid the sponsor in understanding their responsibilities in the administration of the Title VI Plan and Community Participation Plan.

**KSA ENGINEERS INC** will:

- Provide the name and contact information for the Sponsor's Title VI representative;
- Provide or assist the airport in providing a capital improvement plan for the upcoming 3 years. Including all alternative projects that might be considered;
- Assist the airport if needed in determining the affected communities for future airport construction projects;

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The Airport/Sponsor will:

- Grant DBE Plans & Goals Preparation Services, LLC access to the airport's Title VI information in FAA Civil Rights Connect (I will provide a form to be utilized for the access request);
- Provide information (source, grant number – if known, and amount) for ongoing and pending applications for Federal financial assistance;
- Ensure that the appropriate Title VI contract clauses are included in all contracts, leases, deeds, licenses, permits, solicitations, and other similar instruments;
- Be responsible for posting Unlawful Discrimination Posters in all public areas on airport property, including those with pedestrian activity and provide a description of where posters are displayed through the airport for inclusion in the Title VI Plan;
- Distribute the Title VI plan to all airport employees, contractors, concessionaires, lessees, and tenants;
- Ensure that Title VI training is provided annually and to all new airport employees upon hiring;
- Provide information pertaining to any current or anticipated language translation services; and
- Provide information pertaining to current and future planning processes for ongoing and upcoming airport projects to assist in preparing the Community Participation Plan.

Compensation:

- DBE Plans & Goals Preparation Services, LLC will prepare said the Title VI Plan and Community Participation Plan for \$11,000 as broken out below:
  - Prepare the Title VI Plan including legal notices \$6,000
  - Prepare the Community Participation Plan \$5,000
  - DBE Plans & Goals Preparation Services, LLC will be reimbursed for any required travel costs.
  - Invoice for Title VI Plan and Community Participation Plan services will be submitted after work is completed and Title VI Plan and Community Participation Plan is submitted to the Civil Rights Division of the FAA for approval.

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This agreement is between DBE Plans & Goals Preparation Services, LLC of Weatherford, Texas and **KSA ENGINEERS INC** of SHREVEPORT, LA.

The Title VI Plan and Community Participation Plan is prepared by DBE Plans & Goals Preparation Services, LLC as a subcontractor for **KSA ENGINEERS INC**. Information contained in the prepared documents is intellectual property of DBE Plans & Goals Preparation Services, LLC and is intended for the use of only those parties identified in this agreement.

If this agreement is acceptable to you as stated, please sign and return one copy to me. I will consider my receipt of the signed agreement and the information requested to be provided by **KSA ENGINEERS INC** above as my Notice to Proceed to begin preparation of the Title VI Plan and Community Participation Plan.

I look forward to partnering with **KSA ENGINEERS INC** on this project.

Sincerely,

*Lauren Spillers*

Lauren Spillers - Owner and DBE Preparer



This agreement as stated herein is acceptable to **KSA ENGINEERS INC**.

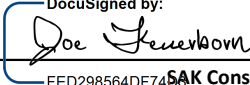
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

| <b>KSA</b><br>6781 Oak Hill Blvd.<br>Tyler, TX 75703<br><br><b>CHANGE ORDER No. 2</b>                     |                                                                                                                   | Date<br>August 8, 2024                                                                                                                                                                        |                                      |
|-----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
|                                                                                                           |                                                                                                                   | Project No.<br>KSA Project No. TYL.391C / Bid No. 21-035                                                                                                                                      |                                      |
|                                                                                                           |                                                                                                                   | Location<br>Tyler, TX                                                                                                                                                                         |                                      |
| To (Contractor)<br><br>SAK Construction, LLC<br>864 Hoff Road<br>O'Fallon, MO 63366                       |                                                                                                                   | Job Description<br>Consent Decree Group 3 - Remedial Measures<br>54- in Black Fork Creek Outfall Sewer CIPP Liner                                                                             |                                      |
|                                                                                                           |                                                                                                                   |                                                                                                                                                                                               |                                      |
|                                                                                                           |                                                                                                                   | Total Contract Price:                      Original                      \$11,972,921.00<br>Previous CO / WO                      \$38,118.36<br>Current                      \$12,011,039.36 |                                      |
| You are hereby requested to comply with the following changes from the contract plans and specifications: |                                                                                                                   |                                                                                                                                                                                               |                                      |
| Item No.<br>(1)                                                                                           | Description of changes – quantities, units,<br>Unit price, change in completion schedule, etc.<br>(2)             | Decrease in<br>Contract price<br>(3)                                                                                                                                                          | Increase in<br>Contract price<br>(4) |
| CO 2.1                                                                                                    | Add Item 2.01 - Mobilization, Insurance, and Bonds: 1 LS @ \$40,000.00                                            |                                                                                                                                                                                               | \$40,000.00                          |
| CO 2.2                                                                                                    | Add Item 2.02 - Barricades, Signs, and Traffic Handling: 1 LS @ \$50,000.00                                       |                                                                                                                                                                                               | \$50,000.00                          |
| CO 2.3                                                                                                    | Add Item 2.03 - Care of Water During Construction: 1 LS @ \$5000.00                                               |                                                                                                                                                                                               | \$5,000.00                           |
| CO 2.4                                                                                                    | Add Item 2.04 - Temporary Plugs & Bypass Pumping: 1 LS @ \$55,000.00                                              |                                                                                                                                                                                               | \$55,000.00                          |
| CO 2.5                                                                                                    | Add Item 2.05 - Excavation Safety: 1 LS @ \$5,250.00                                                              |                                                                                                                                                                                               | \$5,250.00                           |
| CO 2.6                                                                                                    | Add Item 2.06 - 8-in of Crushed Stone for Access Road: 1,716 SY @ \$23.00 = \$3,432.00                            |                                                                                                                                                                                               | \$39,468.00                          |
| CO 2.7                                                                                                    | Add Item 2.07 - Geogrid for Access Road: 1,716 SY @ \$2.00 = \$3,432.00                                           |                                                                                                                                                                                               | \$3,432.00                           |
| CO 2.8                                                                                                    | Add Item 2.08 - Excavation, Embankment, and Grading for 15ft Wide Access Road: 1,200.00 LF @ \$9.00 = \$10,800.00 |                                                                                                                                                                                               | \$10,800.00                          |
| CO 2.9                                                                                                    | Add Item 2.09 - Remove Temporary Access Road: 500 SY @ \$13.00 = 6,500.00                                         |                                                                                                                                                                                               | \$6,500.00                           |
| CO 2.10                                                                                                   | Add Item 2.10 - 42-in Class IV RCP: 56 LF @ \$289.00 = 16,184.00                                                  |                                                                                                                                                                                               | \$16,184.00                          |
| CO 2.11                                                                                                   | Add Item 2.11 - Clearing & Grubbing: 1.37 AC @ \$19,163.00 = \$26,253.31                                          |                                                                                                                                                                                               | \$26,253.31                          |
| CO 2.12                                                                                                   | Add Item 2.12 - Hydromulch: 1.37 AC @ \$1,866.00 = \$2,556.42                                                     |                                                                                                                                                                                               | \$2,556.42                           |
| CO 2.13                                                                                                   | Add Item 2.13 - Filter Fabric Fence: 2,500.00 LF @ \$3.00 = \$7,500.00                                            |                                                                                                                                                                                               | \$7,500.00                           |
| CO 2.14                                                                                                   | Add Item 2.14 - Barbed Wire Fence Repair: 100 LF @ \$45.00 = \$4,500.00                                           |                                                                                                                                                                                               | \$4,500.00                           |
| CO 2.15                                                                                                   | Add Item 2.15 - Pre-Installation CCTV Inspection and Pipe Cleaning: 7,679 LF @ \$7.00 = \$53,753.00               |                                                                                                                                                                                               | \$53,753.00                          |
| CO 2.16                                                                                                   | Add Item 2.16 - Obstruction Removal by Remote Device: 20 EA @ \$250.00 = \$5,000.00                               |                                                                                                                                                                                               | \$5,000.00                           |
| CO 2.17                                                                                                   | Add Item 2.17 - Mechanical Cleaning/Tuberculation Removal: 838 LF @ \$45.00 = \$37,710.00                         |                                                                                                                                                                                               | \$37,710.00                          |

| Item No.<br>(1) | Description of changes – quantities, units,<br>Unit price, change in completion schedule, etc.<br>(2) | Decrease in<br>Contract price<br>(3) | Increase in<br>Contract price<br>(4) |
|-----------------|-------------------------------------------------------------------------------------------------------|--------------------------------------|--------------------------------------|
| CO 2.18         | Add Item 2.18 - 15-in Cured-in Place Pipe Liner: 155 LF @ \$280.00 = \$43,400.00                      |                                      | \$43,400.00                          |
| CO 2.19         | Add Item 2.19 - 12-in Cured-in Place Pipe Liner: 348 LF @ \$275.00 = \$95,700.00                      |                                      | \$95,700.00                          |
| CO 2.20         | Add Item 2.20 - 10-in Cured-in Place Pipe Liner: 2,058 LF @ \$165.00 = \$339,570.00                   |                                      | \$339,570.00                         |
| CO 2.21         | Add Item 2.21 - 8-in Cured-in Place Pipe Liner: 3,880 LF @ \$150.00 = \$582,000.00                    |                                      | \$582,000.00                         |
| CO 2.22         | Add Item 2.22 - 6-in Cured-in Place Pipe Liner: 1,238 LF @ 210.00 = \$259,980.00                      |                                      | \$259,980.00                         |
| CO 2.23         | Add Item 2.23 - Reconnect Existing Sewer Service - Internal Robotic: 18 EA @ \$300.00 = \$5,400.00    |                                      | \$5,400.00                           |
| CO 2.24         | Add Item 2.24: Reconnect Existing Sewer Service - External Open Cut: 2 EA @ \$2,300.00 =              |                                      | \$4,600.00                           |
| CO 2.25         | Add Item 2.25 - Post Construction CCTV Inspection: 7,679 LF \$2.00 = \$15,358.00                      |                                      | \$15,358.00                          |
| CO 2.26         | Add Item 2.26 - Cured-in- Place Pipe Testing: 1 LS @ \$13,000.00                                      |                                      | \$13,000.00                          |
| CO 2.27         | Add Item 2.27 - 6-in Point Repair: 2 EA @ \$2,450.00 = \$4,900.00                                     |                                      | \$4,900.00                           |
| CO 2.28         | Add Item 2.28 - 8-in Point Repair: 2 EA @ \$2,700.00 = \$5,400.00                                     |                                      | \$5,400.00                           |
| CO 2.29         | Add Item 2.29 - 10-in Point Repair: 1 EA @ \$3,050                                                    |                                      | \$3,050.00                           |
| CO 2.30         | Add Item 2.30 - 12-in Point Repair: 1 EA @ \$5,250.00                                                 |                                      | \$5,250.00                           |
| CO 2.31         | Add Item 2.31 - 15-in Point Repair: 1 EA @ \$6,500.00                                                 |                                      | \$6,500.00                           |
| CO 2.32         | Add Item 2.32 - Sawcut & Repair Asphalt Pavement: 500 SY @ \$98.00 = \$49,000.00                      |                                      | \$49,000.00                          |
| CO 2.33         | Add Item 2.33 - Sawcut and Repair Concrete Curb and Gutter: 200 LF @ \$32.00 = \$6,400.00             |                                      | \$6,400.00                           |
| CO 2.34         | Add Item 2.34 - Remove and Replace 48-in Cone: 4 EA @ \$7,234.00 = 28,963.00                          |                                      | \$28,936.00                          |
| CO 2.35         | Add Item 2.35 - Miscellaneous Allowance: 1 AL @ \$250,000.00                                          |                                      | \$250,000.00                         |
| CO 2.36         | Add Item 2.36 - 16' Steel Gate - Per Detail: 1 EA @ \$3,500.00                                        |                                      | \$3,500.00                           |
| CO 2.37         | Add Item 2.37 - Composite Matting: 500 SY @ \$56.00 = \$28,000.00                                     |                                      | \$28,000.00                          |
|                 |                                                                                                       |                                      |                                      |
|                 |                                                                                                       |                                      |                                      |
|                 | <b>Change in contract price due to this Change Order:</b>                                             |                                      |                                      |
|                 | Total Decrease                                                                                        | \$0.00                               |                                      |
|                 | Total Increase                                                                                        |                                      | \$2,118,850.73                       |
|                 | Difference between Columns (3) and (4)                                                                |                                      | \$2,118,850.73                       |
|                 |                                                                                                       |                                      |                                      |

| Item No.<br>(1)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Description of changes – quantities, units,<br>Unit price, change in completion schedule, etc.<br>(2)                                                           | Decrease in<br>Contract price<br>(3) | Increase in<br>Contract price<br>(4) |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|--------------------------------------|
| <p>The sum of <del>\$2,118,850.73</del> is hereby (<del>unchanged</del>) (added to) (<del>deducted from</del>) the total contract price, and the total adjusted contract price to date thereby is <u>\$14,129,890.09</u></p> <p>The time provided for completion in the contract is (<del>unchanged</del>) (increased by) (<del>decreased by</del>) <u>90</u> additional calendar days added to the contract time for a total adjusted contract time of <u>450</u> calendar days for final completion. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.</p> |                                                                                                                                                                 |                                      |                                      |
| Recommended by<br>(Engineer)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <br>KSA Engineers, Inc.                                                        |                                      | 8-8-24<br>Date                       |
| Accepted by<br>(Contractor)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <div>DocuSigned by:<br/><br/>FED298564DF74B0...</div><br>SAK Construction, LLC |                                      | 8/8/2024<br>Date                     |
| Approved by<br>(Owner)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | City of Tyler                                                                                                                                                   |                                      | Date                                 |