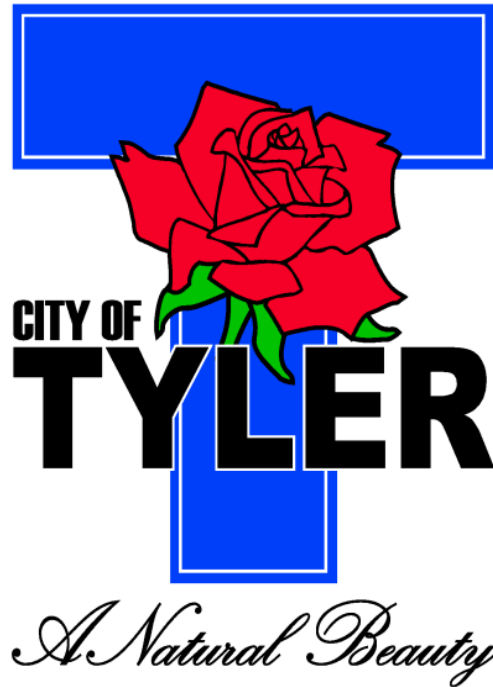


CITY COUNCIL AGENDA



**Wednesday, April 9, 2025
9:00 am**



CITY COUNCIL

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



CITY COUNCIL MEETING AGENDA

CITY COUNCIL CHAMBERS - CITY HALL

City Hall, City Council Chambers

212 N. Bonner Avenue, 2nd Floor

Tyler, Texas

Follow us on Facebook Live at:

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

Wednesday, April 9, 2025

9:00 am

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

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

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

AMERICANS WITH DISABILITIES ACT NOTICE

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

COURTESY RULES

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

INVOCATION

PLEDGE OF ALLEGIANCE

MINUTES

Request that the City Council consider approving the minutes of the regular called meeting of the City Council of the City of Tyler, Texas, held on February 26, 2025.

RESOLUTION

- R-1** Request that the City Council consider adopting a Resolution authorizing the Tyler Police Department to participate with other law enforcement agencies in the submission and use of grant requests from the Texas Motor Vehicle Crime Prevention Authority (MVCPA) for the thirty-first year of funding to participate in the East Texas Auto Theft Task Force, authorizing certain City matching cash and in-kind shares, and authorizing the City Manager to enter into working agreements regarding the same.

ORDINANCE

- O-1** Request that the City Council consider adoption of an Ordinance amending Tyler City Code Chapter 3, Civil Service Classification Plan by amending the Civil Service Classification Plan and the number of authorized Civil Service positions for Fiscal Year 2024-2025.
- O-2** Request that the City Council consider adoption of an Ordinance amending Tyler City Code Chapter 19 by updating provisions related to Lake Tyler and Lake Tyler East by amending Definitions, amending provisions related to boating and watercraft, amending provisions related to the construction and leasing of lake lots and structures thereon, amending provisions related to boathouses, piers and accessory structures, improving environmental regulations regarding sanitation and plumbing in conformance with State regulations, amending provisions to clarify the City's authority over lake waters and City-owned lands adjacent thereto, revising fees to reflect actual costs associated with administration, and making other clean-up changes.

MISCELLANEOUS

- M-1** Request that the City Council consider authorizing the City Manager to execute Work Order No. 4 with Kimley-Horn and Associates, Inc. in the amount of \$133,188 for the Intelligent Transportation System Master Plan Year 5 - Traffic Signal Timing Improvements.
- M-2** Request that the City Council consider authorizing the City Manager to execute a Capital Improvements Project contract in the amount of \$276,684.00 with Hunter Demolition and Wrecking Corporation for the South Glenwood Ground Storage Tank Demolition Bid No. 25-015 and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.
- M-3** Request that the City Council consider approving the purchase of a 14.6-acre tract of

property located at 3150 Robertson Rd. for \$1,275,000 to construct a fire training facility and consider ratifying/authorizing the City Manager's execution of all documents necessary to accomplish the same.

CONSENT

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

- C-A-1** Request that the City Council consider authorizing the City Manager to apply for and accept Smith County 9-1-1 District participation funding for facility and equipment upgrades for the Tyler Police Department, in the amount of \$15,583.30.
- C-A-2** Request that the City Council consider authorizing the City Manager to execute a contract with Lone Star Equipment Co., for the construction of the 2025 Seal Coat Project in the amount of \$958,967.20.
- C-A-3** Request that the City Council consider authorizing the City Manager to declare a Dodge Durango as surplus property and approve the inter-local agreement authorizing the sale to Lindale Independent School District for a total purchase price of \$11,500.00.
- C-A-4** Request that the City Council consider authorizing the City Manager to approve Addendum #1 to the existing Inter-Local Agreement with East Texas Council of Governments (ETCOG) to simplify and streamline operations on overflow/as needed public transit provider.
- C-A-5** Request that the City Council consider authorizing the City Manager to ratify an in-kind donation made to the Tyler Fire Department valued at \$50,000 from Dialog Wireline Services, LLC.
- C-A-6** Request that the City Council consider approving the Reconciliation Change order and retainage of \$14,232.67 to Morton Enterprise, for the 2025 Asphalt Crack Seal Project.
- C-A-7** Request that the City Council consider authorizing the City Manager to purchase an IBM iSeries/As400 from SPSVAR to replace the financial and water utility computer system. This replacement is in the amount of \$177,166.72, which will be taken from FY 2024/25 IT budget funds.

CITY MANAGER'S REPORT

ADJOURNMENT

**MINUTES OF THE REGULAR CALLED MEETING OF
THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS
February 26, 2025**

A regular called meeting of the City Council of the City of Tyler, Texas, was held Wednesday, February 26, 2025 at 9:00 a.m. in the City Council Chambers, 2nd floor of City Hall, Tyler, Texas, with the following present:

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

City Manager: Edward Broussard
Deputy City Manager: Stephanie Franklin
Asst. City Manager: Keidric Trimble
City Attorney: Deborah G. Pullum
Deputy City Attorney: Steve Kean
Senior Asst. City Attorney: Alesha Buckner
Director of Organizational Development: Regina Y. Moss
Planning Director: Kyle Kingma
City Fire Chief: David Coble
Police Chief: Jimmy Toler
City Engineer: Darin Jennings
Director of Utilities: Kate Dietz
Director of Solid Waste, Transit: Leroy Sparrow
City Clerk: Cassandra Brager

INVOCATION

The Invocation was given by Mayor Pro Tem Hene

MINUTES

Motion by Councilmember Wynne to approve the January 8, 2025 minutes; seconded by Councilmember McKellar; motion carried 7 - 0 & approved as presented

AWARDS

A-1 Request that the City Council consider recognizing the following employees for their years of service and commitment to the City of Tyler. They represent 235 years of service with the City of Tyler.

Patrick Mayo, Fire Senior Captain II, 20 Years of Service
Christopher Potts, Fire Driver Engineer III, 20 Years of Service
Michael Woelfel, Firefighter XII. 25 Years of Service
Aaron Lowry, Fire Senior Captain II, 25 Years of Service
J. Craig Williams, Police Officer XIV, 25 Years of Service
Clint Gardner, Police Officer XIV, 30 Years of Service

James McCraw, Police Officer XIV, 30 Years of Service
D Mike Saxion, Police Sergeant IV, 30 Years of Service
A Brad Langford, Police Officer XIV, 30 Years of Service

ZONING

- Z-1** Z24-044 AMY L BASS (3393 WEST GRANDE BOULEVARD)
Request that the City Council consider adoption of an Ordinance approving a zone change from 'AG', Agricultural District to 'C-2', General Commercial District. **(O-2025-9)**
- Motion by Councilmember Hawkins; seconded by Councilmember McKellar; motion carried 7-0 & approved as presented.
- Z-2** C24-009 DAVID ZAVALA (A PORTION OF PEGUES AVENUE)
Request that the City Council consider adoption of an Ordinance approving the closure of an unimproved street right-of-way for Pegues Avenue, adjacent to 1522 North Bois D'Arc Avenue. **(O-2025-10)**
- Motion by Councilmember McKellar; seconded by Councilmember Wynne: motion carried 7-0 & approved as presented.

RESOLUTION

- R-1** Request that the City Council consider adoption of a Resolution authorizing the City Manager to approve an Interlocal Agreement Regarding Utility Services between the City of Tyler and East Texas Municipal Utility District of Smith County defining water service areas and an agreement to negotiate consent to annexations. **(R-2025-14)**
- Joe Freeland, Matthews and Freeland - Gave a brief background on the East Texas Municipal Utility District (ETMUD).**

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

ORDINANCE

- O-1** Request that the City Council consider adopting an Ordinance canceling the election for Tyler City Councilmember for District Five scheduled for May 3, 2025, and declaring the unopposed candidate for Tyler City Councilmember for District Five elected to office. **(O-2025-11)**
- Motion by Councilmember Nichols; seconded by Councilmember McKellar; motion carried 7-0 & approved as presented.

MISCELLANEOUS

- M-1** Request that the City Council consider authorizing the City Manager to execute a professional services contract in the amount of \$240,000.00 with HDR Engineering, Inc., for the Lake Palestine Water Treatment Plant Variable Frequency Drive (VFD)

Replacement Project and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt. **(R-2025-15)**

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

- M-2** Request that the City Council consider reviewing and accepting the Revenue and Expenditure Report for the period ending December 31, 2024.

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

- M-3** Request that the City Council consider approving the appointment of two Alternate Tyler Municipal Court Judges by the Presiding Judge.

Motion by Councilmember McKellar to appoint Kristina Ross & Tab Beall as Alternate Tyler Municipal Court Judges; seconded by Mayor Pro Tem Hene; motion carried 7-0 & approved as presented.

BOARD APPOINTMENTS

- B-1** Request that the City Council consider appointing Max Slicker as the Chair of the Construction Board of Adjustments and Appeals.

Motion by Councilmember Curtis to appoint Max Slicker as the Chair of the Construction Board of Adjustments and Appeals.

CONSENT

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

- C-A-1** Request that the City Council consider reviewing and accepting the Investment Report for the quarter ending December 31, 2024.

- C-A-2** Request that the City Council consider adoption of a Resolution authorizing and amending the application for and acceptance of Federal Transit Administration Section 5339 FY23 and FY24 Bus and Bus Facilities Grant in the amount of \$412,019.00 along with the acceptance of \$65,484 in Transportation Development Credits (TDC). **(R-2025-16)**

- C-A-3** Request that the City Council consider authorizing the City Manager to execute a second contract amendment in the amount of \$5,717.09, with KSA Engineers, Inc., for additional services related to the Earl Campbell Gravity Sewer Main project.

- C-A-4** Request that the City Council consider adopting a Resolution authorizing the City Manager to execute the application for and acceptance of Federal Transit Administration (FTA) Grant Funds under the Section 5307 Fiscal Year 2023 in

the amount of \$2,616,893 and Fiscal Year 2024 in the amount of \$2,523,956, for a total amount of \$5,140,893, to assist with the Transit Department's operating cost. This Resolution also accepts any grant amendments and funds to increase the grant funding levels and reduce the local match requirements. **(R-2025-17)**

- C-A-5** Request that the City Council consider authorizing the City Manager to purchase two (2) BraunAbility ProMaster van bodies for the Transit Department from Model 1 Commercial Vehicles, for \$338,685.70 through the State of Oklahoma contract SW0797C FY25.
- C-A-6** Request that the City Council consider authorizing the City Manager to execute the Interlocal Agreement with Smith County related to Smith County's Stormwater Management Plan (SWMP).
- C-A-7** Request that the City Council consider authorizing the City Manager to execute the Reconciliation Change Order with Reynolds & Kay, LTD. for the Storm Main Replacement project, Bid No. 24-041, increasing the approved contract amount by \$75,580.20 (20.7%), from \$ 364,781.00 to \$440,361.20, and approve the release of retainage, pending approval by the Half Cent Sales Tax Board.
- C-A-8** Request that the City Council consider authorizing the City Manager to ratify staff's action in the approval of KSA Engineers providing services to update the Risk and Resiliency and Emergency Response Plan as required by the Environmental Protection Agency (EPA) to comply with the American Water Infrastructure Act in the amount of \$107,500.
- C-A-9** Request that the City Council consider authorizing the City Manager to approve a Reconciliation Change order in the amount of \$29,998.80 under budget and approve the release of retainage in the amount of \$25,937.68 to Striping Technology, LP. for the Traffic Signal Installations - Various Locations Project
- C-A-10** Request that the City Council consider authorizing the City Manager to approve the purchase of one excavator from ASCO Supply Company through Sourcewell contract #011723-HTI for a purchase price of \$145,407.52.
- C-A-11** Request the City Council consider authorizing the City Manager to approve the purchase of one RTV from Lowe Tractor for Lake Palestine water plant for a total purchase price of \$10,538.76 through Sourcewell Contract #031121.
- C-A-12** Request that the City Council consider adoption of a Resolution to authorize continued participation by the City of Tyler with the Steering Committee of Cities served by Atmos, and authorize the annual assessment payment of \$0.05 cents per capita to the Steering Committee. **(R-2025-18)**

Motion by Councilmember Curtis to approve the entire consent agenda as presented; seconded by Councilmember Nichols; motion carried 7-0 & approved as presented.

CITY MANAGER'S REPORT

1. The Keaton Avenue Drainage Improvement Project is progressing despite rain and cold weather. The sanitary sewer work next to the Wynnwood Drive is complete so channel work can commence upstream towards Keaton Avenue and Fry Avenue. Reynolds and Kay is working on the junction where the two channels from Shepherd Lane and Fry Avenue intersect so that multiple crews can work on the channels in order to minimize erosion and speed up productivity. Also on drainage, the pre-construction meeting for the West Mud Creek restoration next to the Glenwood Church of Christ was held last week, and we plan to begin work on that during the first week of April to have better working conditions. Wet ground from rains from this time of year should dry out faster, which is pretty important since we're working on the creek itself.
2. One of the things you may have seen on Saturday morning was a lot of our UT Tyler students about the community. I know just walking through Pollard Park, I saw some there working on cleaning up the park and planting trees. And so, with that, we also had quite a few that came downtown. Main Street assisted in organizing and hosting projects for the East Texas Big Event, which sent students out to serve Tyler in different areas. In downtown Tyler, students cleaned the Fair Plaza parking garage, Downtown Square, surrounding streets, and the railroad. Other projects included serving at the East Texas Brewing Company, the Foundry Coffee House, the Smith County Historical Society, the Tyler Public Library, Discovery Science Place, and Callan Photography. So, we're proud to have our college students out and about as far as giving back to our great community.
3. And finally, tomorrow at 1:30 p.m. at the Rose Center complex, we will have the official designation of Tyler as a Veteran-friendly community. This is something that has been worked on by our own Councilman Nichols and also along with the Chamber of Veterans Affairs community. And we're very proud to be able to get this designation to be able to once again show that Tyler is a great place for veterans to come and live and to have their businesses.

EXECUTIVE SESSION – City Council convened into executive session at 9:58 am

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

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

The employment, duties, and evaluation of the City Manager. Any final action to be taken by the City Council will be taken in open session.

City Council reconvened from executive session at 10:18 a.m. with the following action

Motion by Mayor Pro Tem Hene to approve the City Manager's compensation be adjusted to provide \$295,250.00. This annual salary rate shall be effective from October 1, 2024. To make a one-time contribution of \$31,000.00 plus any taxes that are accrued on said payment, to the Manager's Deferred Compensation plan on or about March 21, 2025; seconded by Councilmember Curtis; motion carried 7 - 0 & approved as presented.

ADJOURNMENT

Motion by Councilmember McKellar to adjourn the meeting at 10:22 a.m.; seconded by Councilmember Nichols; motion carried 7 - 0 & meeting adjourned.

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

A T T E S T:

CASSANDRA BRAGER, CITY CLERK



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. R-1

Date: April 9, 2025

Subject: Request that the City Council consider adopting a Resolution authorizing the Tyler Police Department to participate with other law enforcement agencies in the submission and use of grant requests from the Texas Motor Vehicle Crime Prevention Authority (MVCPA) for the thirty-first year of funding to participate in the East Texas Auto Theft Task Force, authorizing certain City matching cash and in-kind shares, and authorizing the City Manager to enter into working agreements regarding the same.

Item Reference: C-A-19 from 12/13/23 City Council Agenda

On December 13, 2023, the Tyler City Council passed a Resolution authorizing the Tyler Police Department to continue participation with the East Texas Auto Theft Task Force (ETATTF). It is requested that the City Council adopt another resolution authorizing the Police Department to participate with other agencies in the submission of grant requests from the Texas Motor Vehicle Crime Prevention Authority for the thirty-first (31st) year of funding. As part of the ETATTF's existence from 1993 through 2024, the City of Tyler has experienced reductions in auto thefts through enforcement efforts and public education programs. In recent years, the ETATTF has also focused on the reduction of vehicle burglaries and catalytic converter thefts. The Police Department has one full-time investigator assigned to the ETATTF.

Participants in the ETATTF include representatives from the Smith County Sheriff's Office, Rusk County Sheriff's Office, Henderson County Sheriff's Office, Tyler Police Department, and the Texas Department of Public Safety.

This year there was a slight delay with Smith County sending the City signed Interlocal Agreements because the ETATTF has new grants associated with SB 224 (catalytic converter thefts and education). The City of Tyler's total cash-match share from all the grants is \$29,092.00. These funds will come from the Police Department regular budget, account #101-0313-421-04-08. The City of Tyler's in-kind match share of this grant for wireless computer services is \$420.00. The ETATTF reimburses the City for one investigator and provides a vehicle and office space. Revenue will be placed in the ETATTF revenue account, and the match will be expensed from the 2024-2025 ETATTF account. The renewal period is from September 1st, 2024 through August 31st, 2025.

RECOMMENDATION:

It is recommended that the City Council adopt the attached Resolution authorizing the Tyler

Police Department to participate with other law enforcement agencies in the submission and use of grant requests from the Texas Motor Vehicle Crime Prevention Authority for the thirty-first (31st) year of funding in the East Texas Auto Theft Task Force, authorizing certain City matching cash and in-kind shares, and authorizing the City Manager to enter into working agreements regarding the same.

Attachments:

2025.04.09 Resolution - ETATTF 2024-2025

FY25 MVCPA Interlocal Agreement (Signed by Smith County)

FY25 MVCPA Grant application document

FY25 MVCPA SB224 CC Interlocal Agreement (Signed by Smith County)

FY25 MVCPA SB224 CC Grant application document

FY24 MVCPA SB224 CC Interlocal Agreement (Signed by Smith County)

FY24 MVCPA SB224 CC Grant application document

All three MVCPA grant awards signed by Smith County

Drafted/Recommended By:

Department Leader

Jimmy E. Toler / Chief of Police

Edited/Submitted By:

City Manager

RESOLUTION NO. R-2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AUTHORIZING THE TYLER POLICE DEPARTMENT TO PARTICIPATE WITH OTHER LAW ENFORCEMENT AGENCIES IN THE SUBMISSION AND USE OF GRANT REQUESTS FROM THE TEXAS MOTOR VEHICLE CRIME PREVENTION AUTHORITY FOR THE THIRTY-FIRST YEAR OF FUNDING FOR THE POLICE DEPARTMENT'S PARTICIPATION IN THE EAST TEXAS AUTO THEFT TASK FORCE; AUTHORIZING THE CITY'S MATCHING SHARE; AND AUTHORIZING THE CITY MANAGER TO ENTER INTO COOPERATIVE AGREEMENTS REGARDING SAME; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, under provision of Texas Revised Civil Statutes Article 4413 (37) and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement agencies for economic automobile theft enforcement teams and to combat automobile burglary in the jurisdiction; and

WHEREAS, the City Council's action resulted in the reduction of auto thefts in the City of Tyler from 1993 to 2024; and

WHEREAS, the City of Tyler's cash matching funds will be in the amount of \$29,092.00, and in-kind matching funds in the amount of \$420.00; and

WHEREAS, the Police Department's participation has proven to be successful in the reduction of auto thefts and burglaries, benefiting the citizens of Tyler and Smith County; and

WHEREAS, the East Texas Auto Theft Task force has agreed that in the event of loss or misuse of the grant funds, the East Texas Auto Theft Task Force assures that the grant funds will be returned in full to the Motor Vehicle Crime Prevention Authority;

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

PART 1: That the Resolution authorizes the Tyler Police Department to participate with other law enforcement agencies in the East Texas Auto Theft Task Force in the submission of grant requests for the thirty-first year of funding from the Texas Department of Motor Vehicles, Motor Vehicle Crime Prevention Authority.

PART 2: That Smith County Judge Neal Franklin is designated Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority grant programs and other necessary documents to accept said grants; and that Lieutenant Kenneth Richbourg is designated as the Project Director, and Smith County Auditor Karin Smith is dedicated as the Financial Officer for the grants.

PART 3: the City of Tyler's cash matching funds are hereby authorized in the amount of \$29,092.00, and in-kind matching funds in the amount of \$420.00; and

PART 4: That the City Manager is hereby authorized to enter into cooperative working agreements with the Texas Motor Vehicle Crime Prevention Authority.

PART 5: That this Resolution shall take effect immediately upon its adoption.

Adopted this 9th day of April, A.D., 2025.

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

ATTEST:

APPROVED:

CASSANDRA BRAGER, CITY CLERK

DEBORAH G. PULLUM,
CITY ATTORNEY

Interlocal Agreement 2025
State of Texas

This Agreement is entered into by and between the **County of Smith**, a political subdivision of the State of Texas, hereinafter referred to as "**County**" and the **City of Tyler**, a municipal corporation situated in Smith County, Texas, hereinafter called "**City**" pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, the **County** and **City** have the objective to participate in a combined task force funded by the Motor Vehicle Crime Prevention Authority (MVCPA) of the State of Texas, in the amount of \$665,702.00 for the East Texas Auto Theft Task Force, and,

WHEREAS, the **City** has agreed to contribute the total of \$28,179.00 in matching funds if said grant application is approved; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, the **County** and **City** believe it to be in their best interests to continue a multijurisdictional MVCPA Task Force; and

WHEREAS, the **County** and **City** agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE

1 .01 The purpose of this Agreement is to allow the **County** (Grantee) to file an application for a grant with the Motor Vehicle Crime Prevention Authority (Agency), which application is attached hereto as Exhibit "A" and made a part hereof for all purposes.

ARTICLE II. TERM

2 .01 The term of this Agreement is to commence on September 1, 2024 and to end August 31, 2025.

ARTICLE III. CONSIDERATION

3 .01 As consideration for this Agreement, the **City** (sub-grantee) agrees to contribute a total of \$28,179.00 in matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Investigator – Tyler Police Department (City employee)	\$26,041.00	Cash Match paid for salary/fringe/overtime (Professional and Contractual Services)
Wireless Computer Service	\$420.00	In-Kind Match by City (Supplies and Direct Operating Expenses)
Equipment	100.00	Cash Match paid by City (Equipment Category)
Direct Operating Expenses	\$1,336.00	Cash Match paid by City (DOE Category)
TAVTI Convention	282.00	Cash Match paid by City (Travel Category)

ARTICLE IV. ALLOCATION OF FUNDS

4.01 The specific allocation of the County and City fund is set out in the attachment to this Agreement, marked as **Exhibit "B" Grant Application**, and made a part hereof for all purposes.

ARTICLE V. EQUIPMENT

5.01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert to the applicant. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

ARTICLE VI. AMENDMENTS

6.01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

ARTICLE VII. LEGAL CONSTRUCTION

7.01 In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VIII. UNIFORM ASSURANCES

8.01 In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the following uniform assurances:

Byrd Anti-Lobbying Amendment- Grantee certifies that no federal appropriated funds have been paid or will be paid to any person or organization 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 on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Grantee to conduct such lobbying activities, the prescribed disclosure form shall promptly be filed. In accordance with 31 U.S.C. § 1352(b)(5), Grantee acknowledges and agrees that it is responsible for ensuring that each sub-grantee certifies its compliance with the expenditure prohibition and the declaration requirement.

Child Support Obligation- Grantee represents and warrants that it will include the following clause in the award documents for every sub-award and subcontract and will require sub-recipients and contractors to certify accordingly: Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

Clean Air Act & Federal Water Pollution Control Act- Grantee represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Compliance with Laws, Rules and Requirements- Grantee represents and warrants that it will comply, and assure the compliance of all its sub-recipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grantee, the more restrictive requirement applies.

Contract Oversight- Grantee represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Contract Work Hours & Safety Standards Act- Grantee represents and warrants that it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Cybersecurity Training Program- Grantee represents and warrants its compliance with § 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If Grantee has access to any state computer system or database, Grantee shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with § 2054.5192 of the Government Code.

Davis-Bacon Act and the Copeland Act- Grantee represents and warrants that it will comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction") and the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874).

Debarment and Suspension- Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Debts and Delinquencies- Grantee agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas.

Disaster Recovery Plan- Upon request of Agency, Grantee shall provide copies of its most recent business continuity and disaster recovery plans.

Disclosure of Violations of Federal Criminal Law- Grantee represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

Disclosure Protections for Certain Charitable Organizations, Charitable Trusts & Private Foundations- Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

Dispute Resolution- The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

Excluded Parties- Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

Executive Head of a State Agency Affirmation- Under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Grantee represents that no person who served as an executive of Agency, in the past four (4) years, was involved with or has any interest in the contract or grant. If Grantee employs or has used the services of a former executive of Agency, then Grantee shall provide the

following information in the Response: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with Grantee, and the date of employment with Grantee.

Funding Limitation- Grantee understands that all obligations of Agency under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to Agency if such funds are not appropriated or become unavailable.

Governing Law & Venue- This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

Indemnification- to the extent permitted by law Grantee shall defend, indemnify and hold harmless the state of Texas and agency, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Grantee or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the contract and any purchase orders issued under the contract. The defense shall be coordinated by Grantee with the office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit and Grantee may not agree to any settlement without first obtaining the concurrence from the office of the Texas Attorney General. Grantee and agency agree to furnish timely written notice to each other of any such claim.

Law Enforcement Agency Grant Restriction- Grantee on behalf of East Texas Auto Theft Task Force is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

Legal Authority- Grantee represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of the Response, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Response and to provide such additional information as may be required.

Lobbying Expenditure Restriction- Grantee represents and warrants that Agency's payments to Grantee and Grantee's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures

No Conflicts of Interest State- Grantee represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Grantee shall promptly notify Agency.

No Waiver of Sovereign Immunity- The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by the Agency or the State of Texas of any immunities from suit or from liability that the Agency or the State of Texas may have by operation of law.

Open Meetings- Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

Texas Public Information Act- Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State pursuant to the contract or grant, 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 State.

Reporting Compliance- Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

Records Retention State Grant- Grantee shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Agency reserves the right to direct a Grantee to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possess longer term retention value. Grantee must include the substance of this clause in all subawards and subcontracts.

Reporting Suspected fraud and Unlawful Conduct- Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

State Auditor's Right to Audit- The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract 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. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Sub-award Monitoring- Grantee represents and warrant that it will monitor the activities of the sub-grantee as necessary to ensure that the sub-award is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the sub-award, and that subaward performance goals are achieved.

ARTICLE X. FINANCIAL ADMINISTRATION

10.01 In accordance with §783.006 of the Texas Government Code Standard Financial Management Conditions the prescribed are applicable to all grants and agreements executed between affected entities:

Financial reporting- Accurate, current, and complete disclosure of the financial results of grant related activities must be made in accordance with the financial reporting requirements of the grant.

Accounting records- Grantee will maintain records, which adequately identify the source and application of funds, provided for grant related activities. These records will contain information pertaining to grant awards and obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Internal control- Effective control and accountability will be maintained for all grant cash, real and personal property, and other assets. Grantee will safeguard all such property and assure that it is used for authorized grant purposes.

Page Budget control- Actual expenditures will be kept within budgeted amounts for each grant.

Allowable cost- Applicable cost principles, agency program regulations, and the terms of grant agreements shall be followed in determining the reasonableness, allowability, and allocability of costs.

Source documentation- Accounting records must be supported by such source documentation as checks, paid bills, payroll records, receipts, timesheets, travel vouchers, and other records, etc. These source documents must be retained and made available for MVCPA staff when requested.

Cash management- Grantee will establish reasonable procedures to ensure the receipt of reports on cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency.

Reimbursement Grant- All expenditures reported will be based on actual amounts paid and documented. Reporting budgeted amounts or estimated costs as expenditures are not permitted and if used may result in payment suspension and possible termination of the grant.

Costs Incurred outside the Program Period- Grant funds may not be obligated prior to the effective date without written permission of the MVCPA director or subsequent to the termination date of the grant period. All obligations must be consistent with the Statement of Grant Award and used for statutorily authorized purposes.

ARTICLE XI. COMPLIANCE

11.01 Grantee and subgrantee will comply with state law, program rules and regulations and the Statement of Grant Award. In addition, Grantee and sub-grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. Information, guidance and program rules can be found in the Motor Vehicle Crime Prevention Authority Grant Administrative Manual and if not found in the administrative manual then grantee and subgrantee must follow the Texas Grant Management Standards maintained under the authority of the Texas Comptroller of Public Accounts. These grant management standards are used by the Motor Vehicle Crime Prevention Authority in the administration of the MVCPA grant program.

Sub-grantee Monitoring and Management- The local government must monitor the activities of the sub-grantee as necessary to ensure that sub-award performance goals are achieved and the sub-award is used for authorized purposes, in compliance with state law, rules, and the terms and conditions of the sub-award. Monitoring of the sub-grantee must include:

- (1) Reviewing financial and performance reports required by the local government.
- (2) Following-up and ensuring that the sub-grantee takes timely and appropriate action on all deficiencies pertaining to the sub-award provided to the sub-grantee from the local government detected through audits, on-site reviews, and other means.
- (3) Issuing a management decision for audit findings pertaining to the sub-award provided to the sub-grantee from the local government as required.

ARTICLE XII. ENTIRE AGREEMENT

12.01 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all parties.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2024.

County of Smith by:

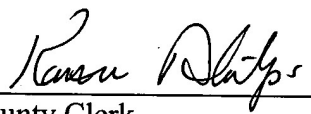


Neal Franklin, County Judge

3/4/25

Date Signed

ATTEST:



County Clerk

City of Tyler by:

City Manager

Date Signed

ATTEST:

City Clerk

Smith County Taskforce Grant Negotiation for Fiscal Year 2025

The Application was submitted by Neal Franklin at 8/19/2024 2:45:13 PM and is now locked.

The confirmation Number is 2024081900293.

Primary Agency / Grantee Legal Name: *Smith County*

Organization Type: *Law Enforcement*

Organization ORI (if applicable): *TX2120000: SMITH CO SO*

Program Title Please enter a short description of the proposed program that can be used as the title.

Smith County-East Texas Auto Theft Task Force

Application Category (See **Request for Applications [RFA]** for category details and descriptions RFA Priority Funding Section):

New Grant - 2025 is the first year of the MVCPA Taskforce Grants. All 2025 grant applicants use the new grant category.

MVCPA Program Category (see **RFA** and TAC 43, 3 §57.14). Check all that apply.

- Law Enforcement, Detection and Apprehension
- Prevention, Anti-Theft Devices and Motor Vehicle Registration
- Reduction of the Sale of Stolen Vehicles or Parts

Taskforce Grant Participation and Coverage Area

Provide a General Description of the Participating and Coverage Area of this Grant Application

The (Smith County) East Texas Auto Theft Task Force includes the participating agencies of Smith, Henderson, Rusk, and the City of Tyler, Texas. The ETATTF coverage area includes the remaining 11 counties of the 14 County East Texas Council of Governments (ETCOG): Anderson, Camp, Cherokee, Gregg, Harrison, Marion, Panola, Rains, Upshur, Van Zandt, and Wood.

Define in the tables below the grant relationships and geographic area of the taskforce:

Applicant will add the participating and coverage agencies from the ORI list below. If an agency is not in the ORI list, please include the agency and role in the general description above. Make sure to follow the definitions below and select an agency in the dropdown. Use the *Add as Participating Agency* or *Add as Coverage Agency* button to populate the list.

Participating Agencies are agencies that materially participate in the grant application through the exchange of funds for reimbursement and cash match. Participating agencies are defined after the grant award by interlocal/interagency agreements. Each applicant must select their own agency first. Then select agencies that will receive or provide funding and/or resources. [Note: Interlocal/interagency agreements do not need to be submitted with the application. Interlocal agreements will need to be executed prior to the first payment being made if selected for a grant. Letters of support with the application from the participating agencies are strongly recommended.]

Coverage Agencies are agencies that provided some level of coverage, assistance or support by this grant application but will not materially exchange funds as cash match or reimbursement. The coverage is not supported by an after the award with interlocal/interagency agreements. Coverage agencies as law enforcement agencies may have jurisdictional coverage agreements unrelated to the grant (Ex. City Y is within County X or vice versa). Agencies selected in this list include agencies that will be covered or where the agency indicates that their agency will coordinate or call upon the taskforce. Letters of support with the application from the participating agencies are strongly recommended.

Participating Agencies	Coverage Agencies
TX1070000 HENDERSON CO SO	TX0010000 ANDERSON CO SO (AE)
TX2010000 RUSK CO SO (IBR)	TX0010100 PALESTINE PD
TX2120000 SMITH CO SO	TX0010300 FRANKSTON PD
TX2120400 TYLER PD(MIP)(IBR)	TX0320000 CAMP CO SO
	TX0320100 PITTSBURG PD (AE)
	TX0370000 CHEROKEE CO SO
	TX0370100 JACKSONVILLE PD
	TX0370300 RUSK PD (IBR)
	TX0371000 ALTO PD (CB)
	TX0371100 WELLS PD (CB)
	TX0920000 GREGG CO SO (AE)
	TX0920200 GLADEWATER PD
	TX0920400 KILGORE PD
	TX0920500 LONGVIEW PD (IBR)
	TX0920600 WHITE OAK PD
	TX1020000 HARRISON CO SO (AE)
	TX1020100 HALLSVILLE PD
	TX1020200 MARSHALL PD
	TX1021300 HALLSVILLE ISD PD
	TX1070100 ATHENS PD
	TX1070200 MALAKOFF PD
	TX1070500 SEVEN POINTS PD

TX1070600 CHANDLER PD
TX1070700 GUN BARREL CITY PD
TX1071000 TOOL PD
TX1071900 COFFEE CITY PD (CB)
TX1073000 MALAKOFF ISD PD
TX1580000 MARION CO SO
TX1580100 JEFFERSON PD (AE)
TX1830000 PANOLA CO SO
TX1830100 CARTHAGE PD (AE)
TX1900000 RAINS CO SO (AE)
TX2010100 HENDERSON PD (IBR)
TX2010300 OVERTON PD (AE)
TX2011100 TATUM PD
TX2120100 ARP PD (AE)
TX2120200 LINDALE PD (IBR)
TX2120300 TROUP PD
TX2120500 WHITEHOUSE PD
TX2120800 TYLER JR COLLEGE PD (IBR)
TX2120900 UT TYLER PD
TX2121000 UT H.S.C.TYLER PD (AE)
TX2121500 BULLARD PD
TX2300000 UPSHUR CO SO
TX2300100 BIG SANDY PD (AE)
TX2300200 GILMER PD (AE)
TX2300900 EAST MOUNTAIN PD (AE)
TX2340000 VAN ZANDT CO SO
TX2340100 CANTON PD
TX2340200 EDGEWOOD PD
TX2340300 GRAND SALINE PD
TX2340400 VAN PD
TX2500000 WOOD CO SO
TX2500200 HAWKINS PD
TX2500300 MINEOLA PD
TX2500400 QUITMAN PD
TX2500500 WINNSBORO PD

• **Other Coverage** (Use if ORI not listed or explanation is necessary.):

The ETATTF also provides assistance to all DPS troopers in the coverage area and fire marshals offices by identifying burned vehicles. We also assist TXDMV and tax offices with fraudulent titles and registration investigations.

• **Other State or Federal Agency** (specify:) Texas DPS

Resolution: Complete a Resolution and submit to local governing body for approval. Sample Resolution is found in the Request for Application or send a request for an electronic copy to grantsMVCPA@txdmv.gov. The completed and executed Resolution must be attached to this on-line application.

Grant Budget Form

MVCPA recommends that the applicant complete the total costs (MVCPA and Cash Match combined) for this program. The applicant can then enter the desired amount of Cash Match (not less than 20% per TAC Title 43, Â§57.36). The system will then calculate the correct grant and match amounts.

Budget Entry Option:

Enter Total and let system calculate MVCPA Funds and Cash Match, Match Percentage: 20%

Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
<u>Personnel</u>	\$83,659	\$16,732	\$100,391	
<u>Fringe</u>	\$16,894	\$3,379	\$20,273	
<u>Overtime</u>	\$833	\$167	\$1,000	
<u>Professional and Contract Services</u>	\$291,260	\$58,253	\$349,513	\$144,175
<u>Travel</u>	\$5,633	\$1,127	\$6,760	
<u>Equipment</u>	\$2,000	\$400	\$2,400	
<u>Supplies and Direct Operating Expenses (DOE)</u>	\$26,707	\$5,343	\$32,050	\$9,140
Total	\$426,986	\$85,401	\$512,387	\$153,315
Cash Match Percentage		20.00%		

Description	Subcategory	Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
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Description	Subcategory	Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
Personnel						
Administrative Assistant	Administrative / Support	100	\$11,838	\$2,368	\$14,206	
Investigator - Smith County	Investigator/LEO	100	\$71,821	\$14,364	\$86,185	
Total Personnel		200	\$83,659	\$16,732	\$100,391	
Fringe						
Administrative Assistant	Administrative / Support		\$2,268	\$454	\$2,722	
Investigator - Smith County	Investigator/LEO		\$14,626	\$2,925	\$17,551	
Total Fringe			\$16,894	\$3,379	\$20,273	
Overtime						
Investigator - Smith County	Investigator/LEO		\$833	\$167	\$1,000	
Total Overtime			\$833	\$167	\$1,000	
Professional and Contract Services						
Commander-Investigator - DPS	DPS - personnel	100			\$0	\$109,473
Commander-Investigator - DPS	DPS - fringe	100			\$0	\$34,702
Investigator - Tyler PD	Investigator/LEO - personnel	100	\$84,741	\$16,948	\$101,689	
Investigator - Tyler PD	Investigator/LEO - fringe	100	\$44,628	\$8,926	\$53,554	
Investigator - Tyler PD	Investigator/LEO - overtime	100	\$833	\$167	\$1,000	
Investigator - Henderson County	Investigator/LEO - personnel	100	\$60,887	\$12,177	\$73,064	
Investigator - Henderson County	Investigator/LEO - fringe	100	\$26,184	\$5,237	\$31,421	
Investigator - Henderson County	Investigator/LEO - overtime	100	\$833	\$167	\$1,000	
Investigator - Rusk County	Investigator/LEO - personnel	100	\$50,996	\$10,199	\$61,195	
Investigator - Rusk County	Investigator/LEO - fringe	100	\$21,325	\$4,265	\$25,590	
Investigator - Rusk County	Investigator/LEO - overtime	100	\$833	\$167	\$1,000	
Total Professional and Contract Services		1100	\$291,260	\$58,253	\$349,513	\$144,175
Travel						
Training/Investigation	Law enforcement In-State		\$4,800	\$960	\$5,760	
Class Training	Law enforcement In-State		\$833	\$167	\$1,000	
Total Travel			\$5,633	\$1,127	\$6,760	
Equipment						
Tracking equipment (2)			\$2,000	\$400	\$2,400	
Total Equipment			\$2,000	\$400	\$2,400	
Supplies and Direct Operating Expenses (DOE)						
Shop/Field Supplies			\$833	\$167	\$1,000	
Vehicle Insurance			\$3,333	\$667	\$4,000	
Telephone Service/Cellular			\$3,333	\$667	\$4,000	
Telephone Service/Cellular					\$0	\$2,040
Office/Xerox Supplies			\$2,042	\$408	\$2,450	
Monitor Tracking Devices			\$2,000	\$400	\$2,400	
Computer Maintenance					\$0	\$5,600
Fuel/Maintenance			\$12,500	\$2,500	\$15,000	
Fuel/Maintenance					\$0	\$1,500
Registration Fees			\$1,833	\$367	\$2,200	
Uniforms			\$833	\$167	\$1,000	
Total Supplies and Direct Operating Expenses (DOE)			\$26,707	\$5,343	\$32,050	\$9,140

Budget Narrative

A. Personnel

The Project Administrative Assistant shall be responsible for the clerical functions of the Task Force and act as Administrative Assistant to the Project Manager. 100% of the Assistant's scheduled workweek will be dedicated to the Task Force. The duties of the Project Assistant include, but are not limited to: Telephone and office reception, coordinating mail-outs and mail distribution, work processing, record keeping, maintaining Task Force files, preparation of statistical reports on each investigator, compiling data from weekly reports, and maintain office and Public Awareness supplies for the Task Force. Project Assistant maintains the Task Force Expense Log, Salvage/Business Inspection Log, Property Inventory Log, and Task Force Case Assignment Log. The Project Assistant also schedules 68-A inspections and assists in the submission of quarterly Progress Reports and End of Year Reports to the Motor Vehicle Crime Prevention Authority or its Designee, following the approval of the report by the Task Force Manager. The Project Assistant will also be responsible for working with the Project Manager in the preparation of the Task Force Grant Proposal. The Project Investigator shall perform criminal investigations related to Auto Theft, Auto Burglary, Insurance Fraud and other relevant crimes; conduct salvage, business, auction, trades day and 68-A inspections. Investigator will apprehend and arrest suspects, develop intelligence information, attend intelligence meetings, conduct surveillance operations and covert operations. Project Investigator shall also conduct public service programs to inform the general public of methods to reduce the incidence of auto related crimes. Investigator shall conduct Liaison Activity with local officers and officials. Investigator shall provide instruction to local peace officers and officials as assigned. Project Investigator must hold a Texas Peace Officers license certified by the Texas Commission on Law Enforcement. Approximately 80% of the Investigator's time will be spent conducting investigations and related police activity, 15% performing inspections and 5% performing public awareness activities. The Investigator is a full time assignment to the Task Force. (Percentage of Time is based on at least a 40 hour work week.)

B. Fringe

Fringe from FICA, Retirement, Insurance, Workers Comp (Investigator), and Unemployment calculated from rates obtained through Smith County Auditor's Office in April 2024.

C. Overtime

\$1,000.00 for overtime has been requested for each Investigator assigned to the Task Force. This additional funding will assist the participating agencies cover the costs of call outs and unexpected investigations that occur and added fraud investigations.

D. Professional and Contract Services

The Project Director (Grantee) of the East Texas Auto Theft Task Force is charged with the responsibility of overseeing the activities of the Task Force within the guidelines of the Motor Vehicle Crime Prevention Authority. The Project Director of the Task Force is a Lieutenant with the Department of Public Safety (DPS). DPS has always paid the full salary, fringe, travel, vehicle, fuel and necessary equipment for the Project Director at no cost the MVCPA. These funds are now considered In-Kind match instead of previously being considered as Cash Match. The Project Director position is a full time assignment to the Task Force, provided as In-Kind Match. (Percentage of time is based on at least 40 hour work week.) He is responsible for the day to day administration and operation of the Task Force. The duties of the Project Manager include preparing written summaries of the activities of the Project Investigators and responding to requests for assistance from law enforcement agencies. The Project Manager is responsible for reviewing and approving reports produced by the Task Force. He is responsible, with the aid of the Project Administrative Assistant, for the preparation of the Project Grant application and its administration. The Project Manager is the first line supervisor of the personnel assigned to the Task Force. The Project Manager will be available to assist the Task Force Investigators in the performance of the assigned duties. The Project Manager shall be a licensed Texas Peace Officer certified by the Texas Commission on Law Enforcement. Approximately 80% of the Project Manager's time will be spent in Administration and Supervisory Activity. Approximately 10% will be spent in Public Awareness Activities and 10% in Investigation and Inspection Activity. The Project Investigators shall perform criminal investigations relating to Auto Theft, Auto Burglary, Insurance Fraud and other relevant crimes; conduct salvage, business, auction and 68-A inspections. Investigators will apprehend and arrest suspects, develop intelligence information, attend intelligence meetings, conduct surveillance operations and undercover operations, when applicable. Project Investigators shall also conduct public service programs to inform the general public of methods to reduce the incidence of auto theft and burglary. Investigators shall conduct Liaison Activity with local officers and officials. Investigators shall provide instruction to local peace officers and officials as assigned. Project Investigators must hold a Texas Peace Officers license certified by the Texas Commission on Law Enforcement. Approximately 80% of the Investigators time will be spent conducting investigations and related police activity, 15% performing inspections and 5% performing public awareness activities. The Investigator position is a full time assignment to the Task Force. (Percentage of time is based on at least a 40 hour work week.) Overtime in the amount of \$3,000.00 has been added to the application to help cover agency costs of call outs and additional motor vehicle crimes (fraud) investigations.

E. Travel

Four rooms for the TAVTI Convention \$140.00 (x) 4 investigators = \$560.00 (x) 4 days = \$2,240.00; per diem estimate at \$40.00 maximum per day per investigator (x) 4 investigators = \$160.00 (x) 4 days = \$640.00. Total TAVTI Convention expense \$2,880.00. Four rooms for the Annual MVCPA Grantee Conference \$140.00 (x) 4 investigators = \$560.00 (x) 4 days = \$2,240.00; per diem estimate at \$40.00 maximum per day per investigator (x) 4 investigators = \$160.00 (x) 4 days = \$640.00. Total Annual Grantee Conference expense \$2,880.00. Schooling/class training for new Tyler PD Officer In-State training hotel expenses and per diem estimate at \$1,000.00.

F. Equipment

Purchase two new tracking devices at approximately \$1200 each. New tracking devices will be utilized on UC operations with bait trailer and equipment deployments and to place on stolen items to track to offenders locations.

G. Supplies and Direct Operating Expenses (DOE)

Shop/Field Supplies for Task Force officers to aid in the identification of vehicle's identification numbers (WD-40, steel wool, specialized tools, towels, paint and paint stripper, sandpaper, hand cleaner, etc.) Vehicle Insurance based on current insurance rates to provide full coverage on four Task Force vehicles (2012 Ford, 2015 Chevrolet, 2022 Chevrolet and 2023 Chevrolet) and additional amount to allow for increase in premium on new vehicle if replaced. Smith County pays insurance on additional 2022 Chevrolet pickup and Task Force Commander's vehicle is furnished by DPS. Telephone service/cellular is based on current average monthly rates for cellular service for four Task Force officers. Project Manager's phone and I-pad and service provided by DPS and shown as In-Kind (estimated at \$100 per month) as well as wireless service for City of Tyler computer and Smith County Sheriff's Office computers provided to investigators and shown as In-Kind (service @ \$35/month per computer = \$70.00 (x) 12 months = \$840.00.) Total In-Kind \$2,040.00. Based on real and current costs. Office/Xerox Supplies based on current and actual expenses paid for Task Force operation as well as monthly Xerox machine rental and toner cartridges for printers. Monitor Tracking Devices the rate for one year monitoring is \$600 per tracker (x) 2 = \$1,200.00. We now have two tracking devices and are applying for two additional devices which would be an additional \$1,200.00. Computer Maintenance: Office computers/laptops computer support and maintenance is provided by Smith County IT Department free of charge and shown as In-Kind. Calculated at an estimated value of laptops at \$2,400.00 and replaced every three years (value

Budget Narrative

\$800.00/year) (x) 2 computers = \$1,600.00. Previous rates were \$2,867.04 plus additional \$1,000.00 in expenses of other services IT provides on other Task Force computers, replacement phones and licenses for county programs. Total support estimated at \$4,000.00 plus value of two computers provided \$1,600.00 = \$5,600.00 In-Kind. Based on real and allowance. Fuel/Maintenance: Based on current expenses averaging \$987.38 per month for four Task Force vehicles which are used daily and one 2012 Ford F-150 as a spare. DPS provides the Task Force Commander with a vehicle and all associated costs are paid by DPS. Average monthly fuel expense \$987.38 (x) 12 months = \$11,848.56 per year fuel expense and allowing for price increase per gallon, which now averages \$3.00/gallon a 25% increase to \$3.75/gallon. Oil change maintenance paid by Smith County and shown as In-Kind: approximately \$60.00 every two months = \$360.00/year (x) 4 Task Force vehicles = \$1,440.00. To show \$1,500.00 In-Kind to allow for cost increase. Registration Fees: \$200.00 registration fee on TAVTI Conference (x) 4 investigators (Lieutenant registration fee to be paid by DPS) = \$800.00. Also, projected registration fees in order to attend schools and/or training for new Tyler PD Officer budget \$1,400.00. Total registration fees expense \$2,200.00. Uniforms: Purchase new shirts marked with TF insignia and law enforcement to wear while performing law enforcement and task force activities. These will identify Task Force officers as Law Enforcement. Shirts have not been purchase in several years.

Revenue

Indicate Source of Cash and In-Kind Matches for the proposed program. Click on links to go to match detail pages for entry of data.

Source of Cash Match

Smith County	Grantee	\$21,996
Tyler PD	Subgrantee	\$27,759
Henderson County SO	Subgrantee	\$19,299
Rusk County SO	Subgrantee	\$16,347
Total Cash Match		\$85,401

Source of In-Kind Match

DPS Lieutenant - Task Force Commander	Grantee	\$144,175.00
DOE	Grantee	\$9,140.00
Total In-Kind Match		\$153,315.00

Statistics to Support Grant Problem Statement

Reported Cases	2022			2023		
	Motor Vehicle Theft (MVT)	Burglary from Motor Vehicle (BMV)	Fraud-Related Motor Vehicle Crime (FRMVC)	Motor Vehicle Theft (MVT)	Burglary from Motor Vehicle (BMV)	Fraud-Related Motor Vehicle Crime (FRMVC)
Applicant - Smith County	392	607	10	358	488	32
Henderson County	159	70	0	162	53	14
Rusk County	81	66	1	74	62	6
Anderson County	32	57	1	21	25	2
Camp	18	11	0	23	18	2
Cherokee	110	52	0	82	35	0
Gregg	315	355	1	292	387	11
Harrison	103	93	1	100	93	4
Marion	15	10	0	13	4	0
Panola	27	72	0	21	36	2
Rains	1	0	0	1	1	0
Upshur	29	27	0	30	23	5
Van Zandt	53	14	2	45	23	10
Wood	36	29	0	35	12	1

Application Narrative

Grant Introduction (Executive Summary) and General Information

- 1.1 Briefly describe the organization and program operation. Provide a high level summary to the application and how it will affect the local community. (500 words or less)

The Smith County - East Texas Auto Theft Task Force was established in the early 1990's and was one of the original Task Forces to receive a grant. The multi-jurisdictional Task Force is currently comprised of five participating law enforcement agencies that include Smith County, Rusk County, Henderson County, the City of Tyler, and The Texas Department of Public Safety. The Smith County District Attorney's Office participates by providing a cash match for an administrative assistant. The Task Force has as its Project Manager a Lieutenant provided by the Texas Department of Public Safety, Criminal Investigations Division, who has specialized training from the Department in motor vehicle theft crimes. There are four full time criminal investigators assigned to the multi-jurisdictional Task Force from the five participating agencies, dedicating 100% of their time as Task Force Investigators. These Investigators are licensed Texas Peace Officers with extensive specialized training in vehicle crimes investigation. Combined, these investigators, including the program manager, have over 100 years of experience as law enforcement officers and over 50 years of extensive specialized training as vehicle crimes investigators. The Investigators assigned to the ETATTF are some of

the only Investigators with specialized training in motor vehicle theft and vehicle identification, with the exception of few. The Task Force serves a three county project area with a population of approximately 384,446 (2023 Cubit). Within the three county project areas, there are 376,109 registered motor vehicles (2021 DMV). The Task Force, since its inception, has included the 14 counties within the East Texas Council of Governments (ETCOG) service area to answer calls for assistance. The population within the 14 counties that make up the ETCOG is 905,134 (2023 Cubit) and there are 860,717 registered vehicles (2021 DMV).

It is the intent of the ETATTF through this application to continue to serve the members of our community and state by carrying out the following programs made possible by MVCPA. While TF Investigators devote the majority of their efforts to the detection, investigation, recovery of stolen vehicles, and the arrest of vehicle crimes suspects, Investigators perform many other functions. TF Investigators are involved in prevention of vehicle related crimes by participating in community events, National Nights Out, college events, distributing literature, and conducting 68-A Inspections. TF Investigators routinely make efforts to reduce the sale of stolen vehicles and parts by alerting the public to schemes, conducting business inspections of businesses in the vehicle industry. TF Investigators work directly with TX DMV regional office in Longview and local tax offices. TF Investigators engage in educating the public by speaking at public events and meetings for organizations. The effect of the programs carried out by TF Investigators has an impact that ranges from emotional to economic. The citizens of our community know that there are Investigators with specialized training that investigate and apprehend vehicle crimes offenders. Law enforcement agencies know there are TF investigators who can be called on anytime to assist with vehicle related crimes and vehicle identification. Having a dedicated unit to address vehicle crimes has been invaluable to law enforcement and the community. Existing for 30 years, and continually receiving the support of local Sheriffs, Police Chiefs, District Attorneys, State Representatives and Senators from East Texas that have sponsored legislation in the past to deliver funding to MVCPA and the ETATTF demonstrates the impact and necessity of our Task Force.

- 1.2 Describe the taskforce governing, organization and command structures. Include a description of the nature of support and agreements that will be in place if the grant is awarded. Provide any details unique to the taskforce organization or geographical target area. Describe whether any part of this grant will be directed to serve a specific target population (or subset of the community)?

The ETATTF is governed by a Board of Directors that was formed to allow agencies participating in the Task Force to monitor the effectiveness and efficiency of their personnel assigned to the Task Force, as well as that of the Task Force as a unit. The Board is composed of the Smith County District Attorney, the Smith County Sheriff, the City of Tyler Police Chief, the Rusk County Sheriff and the Henderson County Sheriff and the Smith County Judge as the authorized official. The Texas Department of Public Safety is represented through the Commander of the Task Force. Board meetings are scheduled on an as-needed basis by the Task Force Commander. The Commander maintains communication with the Board and keeps them apprised of Task Force activities. The Board has been instrumental in garnering support from State Representatives and Senators to sponsor legislation in support of the East Texas Auto Theft Task Force and MVCPA. It is the goal of both the Board and the Task Force to insure that the funds allocated to the Task Force by the MVCPA are used wisely and effectively to address the problem of vehicle crimes in the Project Area. The Commander of the Task Force assigns investigations from requesting agencies and organizations as they are made. Task Force Meetings are generally held weekly to discuss cases, intelligence, and significant activities. Each Investigator is assigned specific counties outside the project area to respond to calls for assistance and to conduct inspections and presentations. Many of the calls for assistance are made directly from agency investigators to Task Force Investigators as relationships have been established over many years. Outside the project area, most counties are rural with few investigators and none with specialized training in investigating auto crimes or identifying vehicles.

A cooperative work agreement has been signed by all participating agencies and all will sign an inter-local agreement. Many, if not all, of the 14 county ETCOG Sheriff's Departments will provide letters of support, along with some municipalities and Fire Marshalls Offices. An Agreement with the Smith County District attorneys office will be in effect so that seized funds may be retained by the ETATTF. There is no intent to serve a specific target population.

Grant Problem Statement

- 2.1 Provide an assessment of the burglary from a motor vehicle (including theft of parts) problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

The ETATTF coverage area as it relates to BMV's and the theft of parts includes the 14 counties in the ETCOG and all the municipalities within. The combined population for the 14 counties was 905,134 in 2023 per Cubit. According to the State's supplemental data in NIBIRS, these agencies reported 1463 burglary of vehicles, and 576 incidents of stolen parts in 2022. In 2023 there were considerably less BMV's with 1260, with only 284 theft of parts reported. The cost associated with all BOV's in the 14 county area was well over \$1,000,000 and theft of parts was over \$1,000,000 in 2023.

The burglary from vehicles and theft of parts is often difficult to track and sporadic. The Task Force has identified the majority of vehicle burglaries occur at residences, apartment complexes, and venues with large parking lots. The majority occur in the warmer months of the year and of vehicles with items in plain sight. Many of the vehicle burglaries that occur in these areas are due to vehicles being left unlocked. There are cases documenting groups on surveillance recordings of thieves walking through neighborhoods followed by a chase car, checking every vehicle to see if it is locked. If it is not locked, they will commit the burglary. Sometimes this leads to the theft of the vehicles when a spare key is found. Sometimes home burglaries will be committed later if house keys or garage door openers are found in vehicles. In our community, large industries such as hospital parking lots, businesses complexes, apartment complexes, and sporting locations draw large numbers of vehicles and people. These have historically been locations where a thief or thieves can remain anonymous and blend in with the law abiding public to commit burglaries. They are able to target vehicles, wait until no one is around and then burglarize the vehicle.

Citizens who fall victim to vehicle burglaries are lucky if it is only the loss of property. Many times door locks are defeated, windows are broken, and damage is done to the vehicle. In some instances firearms are stolen from vehicles and are used for other crimes or sold on the black market, placing citizens at risk of more violent crimes. The cost to the citizens of our community is not only calculated in dollars but also in feeling safe in their community. Victims of vehicle burglaries often not only lose their property, but increasingly their identities. The thefts of wallets and purses from vehicles put victims at risk of identity theft and having bank and credit information compromised. The cost of having a purse or wallet stolen can cost a victim countless hours away from work or family trying to repair the damage, not to mention real monetary losses associated with the theft.

- 2.2 Provide an assessment of the motor vehicle theft problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

In most instances these vehicles thefts occur at citizens' residences, businesses, and in shopping centers and convenient stores. In many of these cases, vehicles have been left unlocked with keys where citizens feel safe and secure at their residence and in their community. Vehicle thefts from residences have led to additional crimes including residential burglaries. Conversely, residential and commercial burglaries have led to stolen vehicles when keys are found in the residences or buildings. The majority of thefts from shopping centers and convenient stores occur when citizens leave the vehicle running, unlocked, and unattended. Most of these thefts are committed by thieves of opportunity who simply need transportation from point A to point B, or to steal the contents of the vehicle. Another component to vehicle theft in the area is that of insurance fraud. In many instances, vehicles are reported stolen, only to be found stripped or burned. Some of these cases have been determined to be insurance fraud and arson cases. TF Investigators Collaborate with other LE agencies and Fire Marshalls offices on these investigations. Thefts of vehicles from car dealerships has also occurred with more frequency over the past few years, with the use of stolen or created key fobs. There has also been an increase in the theft of vehicle from dealerships via online purchase with stolen identities.

A common vehicle theft in our area is that of utility and enclosed trailers. Trailer thefts are as prevalent in our cities as they are in our rural areas. Many times trailers are stolen with mowing equipment and trade tools used by the victim to earn a living. They are stolen from business, construction sites and residences. Once stolen, they are easily altered and sold in other markets to unsuspecting purchasers.

Additionally, all-terrain vehicles, utility vehicles, farm tractors and implements, and construction equipment are stolen with a high frequency. Many of these vehicles are recovered with the identification numbers removed. It is necessary to have Investigators with specialized training and resources to identify these altered vehicles and equipment. These thefts have a huge economic impact and affect people's livelihoods in our communities, especially those who are uninsured.

- 2.3 Provide an assessment of the fraud-related motor vehicle crime problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

For the ETATTF and the entire state, fraud related vehicle crimes to include: Title fraud, registration fraud, E-Tag, and other related fraud crimes involving vehicles. These crimes have increased through the years as technology advances. For the ETATTF participating and coverage areas there were a total of 46 fraud cases in 2022 and 89 in 2023 reported by Texas Department of Motor Vehicles (TXDMV), and TF captured statistics. These statistics are difficult to obtain and are poorly reported by agencies.

These cases, primarily Title fraud and registration fraud cases referred to the ETATTF by the Smith County tax office in which we share a building with and the TX DMV regional office in Longview which calls on the ETATTF to investigate fraud related vehicle crimes, primarily stolen vehicles sold with fictitious and washed titles. In the past most of these title frauds were done with the criminal washing a Titles. Now, most if not all of the Title fraud cases are done with computer generated Titles that appear on face value to be State issued legitimate Titles but in reality are fictitious. Currently most if not all of these stolen vehicles are Vin Switches/Clones. The loss associated with vehicle related fraud is difficult to analyze with limited data. However, if you consider that the majority of these stolen vehicles are late models vehicles 1-3 years old and average a value of \$30,000-\$40,000, the loss is significant. The majority of these cases come from vehicles sold with fictitious documents originating in other larger jurisdictions where collaboration with other MVCPA task forces is necessary. The innocent purchasers are generally responding to on-line ads and social media where the vehicles are listed well below market value and targeted to the Hispanic community. A second area that continues to increase is the purchase of vehicle from dealerships done entirely on-line with stolen identities. In these cases, the dealerships suffer a loss, the lender will likely suffer a loss, and the victim of ID theft suffers a loss that is not easily calculated but is substantial.

- 2.4 Provide an assessment of motor vehicle crime not covered above like insurance fraud, preventing stolen vehicles from entering Mexico, bridge/port stolen vehicle export crime, disruption of cartels and organized criminal enterprises related to motor vehicle crime, etc...

The Investigators for the ETATTF devote the majority of their time detecting and investigating vehicle thefts, building criminal cases and arresting suspects. This has led to criminal cases that touch on other penal offenses that include fraud. These cases include Insurance fraud. Often vehicles are reported stolen never to be seen again, parted out or burned, so the owner doesn't have to continue to pay for the vehicle and receives an insurance settlement. TF Investigators will investigate these cases and collaborate with insurance companies whenever possible to solve these crimes. Many of these cases include the offense of filing a false report that task force investigators file in addition to fraud.

Another common problem in the geographical area covered by the ETATTF is the theft of trailers, atv's, farm equipment and implements. Many of these items are not registered or titled. Many have no identifying number or markings which makes them extremely difficult to recover much less report accurately as stolen.

Another problem that has occurred with frequency as of late is the issuing of buyers and Dealers E-tags from dealers and individuals not having sold the vehicles. we have investigated several of these cases in collaboration with TX DMV and have made arrests for these offenses.

Grant Goals and Activities

There are two parts to this section: 1) Functions of Proposed Program and 2) Goals Strategies and Activities (GSA). In the following boxes, describe the functions of the proposed program and then complete a fillable form called GSA.

MVCPA programs must completely describe the actions, methods and tactics that law enforcement and civilian staff will perform for each of the categories below. Describe the reliance on technology or other program elements to solve the problem statement above and goals below. Functions must be detailed and consistent with the requested budget. If a grant is awarded, funds expended towards activities not described in this section will result in the reimbursement being denied.

Part 1

- 3.1 Functions of the proposed program related to burglary from a motor vehicle (including theft of parts)

To combat the problem of burglary of a motor vehicle in our project area, the ETATTF takes a proactive and reactive approach. Task Force Investigators believe that educating the citizens of our community is the most effective means of combatting vehicle burglaries and thefts through public awareness - the more people who are aware of the risks and know simple common sense solutions, the more they can minimize their exposure to burglary and thefts. Though TF investigators primary function is vehicle theft driven, TF investigators will investigate actionable cases of BOV and stolen parts, make arrests, and present cases for prosecution. The Task Force will continue to place parking lot signs in areas that are visible to pedestrian and vehicular traffic, such as apartment complexes, business parking lots, parks, boat ramps, shopping centers and locations with high incidents of vehicle burglaries. Task Force Investigators will seek opportunities and collaborate with other law enforcement agencies with intelligence sharing to prevent vehicle burglaries, parts thefts, solve investigations and arrest suspects.

The Task Force Investigators have established a large network with other investigators throughout the East Texas area. Information is shared through intelligence meetings, calls, and emails with many jurisdictions concerning not only vehicle burglaries and suspects, but most property crimes. Suspect information is shared and de-conflicted as many of the suspects are involved in many different crimes. Investigators routinely share information with other agencies through a restricted email system. This sharing of information has helped develop and identify suspects and solve crimes.

The Task Force will continue to collaborate with local and state law enforcement agencies to combat vehicle burglaries and use technology. This will be done by using analytical data from agencies as it is available and human intelligence to target areas with high frequencies of theft using bait vehicle operations. Task Force Investigators and participating agencies will deploy a vehicle containing items commonly stolen as bait with trackers when available. Investigators will conduct active surveillance of the vehicle. Arrests for burglary of a vehicle will be made as offenses occur.

To address the theft of vehicle parts, Task Force Investigators will conduct VIN Etching operations in collaboration with insurance companies and other entities when possible. Most Vin Etching operations are done in conjunction with "Watch Your Car" month. Business inspections of salvage yards, metal recyclers and auto repair shops will be performed to combat vehicle parts thefts.

3.2 Functions of the proposed program related to motor vehicle theft.

East Texas Auto Theft Task Force Investigators spend the majority of their time and efforts in the detection, investigation, identification, recovery of stolen vehicles, preparing cases, and arresting vehicle theft suspects. To combat the problem of vehicle theft the ETATTF takes both proactive and reactive approaches that include technology to reduce the incidences of economic vehicle theft in the East Texas area. One of the best approaches to combat vehicle thefts in our region is through intelligence sharing. Task Force Investigators have developed professional relationships with Investigators and officers from many local, state and federal agencies. These lines of communication are invaluable in solving not only vehicle crimes but also other related crimes, as offenders are opportunistic. Through these relationships intelligence is shared on trends and offenders who cross jurisdictions in their pursuit of crime. Intelligence is also shared and received from other MVCPA task forces, our local TAG unit, and the VCC.

To combat vehicle theft in general in our project area and the 14 county coverage area, Task Force members will educate as many citizens as possible through social media, community events, presentations, the news media, and crime prevention meetings on auto theft, burglary prevention and training investigators and patrol officers on stolen vehicle recognition and ID. To target vehicle theft in specific areas such as residential areas and apartment complexes, sporting complexes and businesses, Task Force Investigators will employ the above listed strategies and post signs and banners. These signs and banners remind citizens to always lock their vehicles and never leave anything in sight. The ETATTF also responds to LPR hits and conducts surveillance and covert operations with local LE when the stolen vehicle is located. If unable to respond the proper agency will be notified of the stolen vehicle. Flock cameras which the ETATTF access to over 36, and ring camera have been successful in identifying stolen vehicles and identifying suspects.

Task Force Investigators will monitor trends throughout East Texas and the state to prepare for and combat theft by professional thieves and organized criminals. Investigators will warn members of the auto industry when it is warranted to prevent crimes. When crimes occur, Investigators will develop investigative leads and suspects through investigations, intelligence gathering and information sharing. To identify and arrest offenders, investigators will utilize informants and analytical data when possible. Investigators will request and utilize bait vehicles from other agencies when available and necessary to address specific vehicle theft problems. The use of Task force and DPS pole cameras and trackers will be used when necessary to further investigations and record evidence of thefts or suspect locations.

The problem of insurance fraud and vehicle theft are often interrelated. Often times they also include the related crimes of arson and false reporting. Cars found burned or stripped in our multijurisdictional area are sometimes proven to be insurance frauds. Other times they are stolen for parts. When Investigators become aware of trends of particular models of vehicles being stolen, parted out or burned, information will be shared with local and state agencies to share information and develop leads and suspects. Many times we work collaboratively with Fire Marshalls offices. Vin etching programs will be conducted as a deterrent to vehicle theft.

One of the most common and problematic thefts in our geographical area are trailer thefts. All-terrain vehicles, utility vehicles, tractors and implements are also stolen at a high frequency. To address this problem, Investigators will deploy seized and purchased bait trailers with a trackers. This will be done in targeted areas where these thefts are occurring with regularity. The TF also has access to a DPS tracker equipped ATV that will be utilized as bait in conjunction with the trailers. They have been used with success in identifying suspects, making arrests and presenting cases for prosecution. The TF also partners with TPWD game wardens to deploy atv/trailer and watercraft/trailer.

Task Force Investigators will address the vehicle theft problem in the 14 county East Texas Council of Governments with public awareness strategies, analytical data as applicable, use of informants, intelligence, use of technology, training law enforcement and knowing the prolific offenders. Task Force Investigators will advocate for the use of anti-theft deterrents on vehicles and trailers.

3.3 Functions of the proposed program related to fraud-related motor vehicle crime (such as title and registration fraud)

ETATTF investigators will continue to respond to our local tax offices and the DMV regional Office in Longview to investigate title and registration frauds that they send directly to ETATTF investigators. These cases usually involve an innocent purchaser, buying a stolen vehicle that is presented with what appears to be a good clean title and a copy of the seller's ID which is fictitious. These cases usually originate in jurisdictions

such as Dallas and Houston and our investigators work collaboratively with other task forces to try and ID the suspects and make arrests.

Another common and increasing trend is the online purchase of vehicles and atv's from dealerships where no physical contact is ever made. The suspect using a stolen identity, purchases a vehicle with the victims stolen credit and takes delivery using a patsy. Usually several weeks pass before the crime is realized. This crimes can in the end cost the victim, lender and dealership wasted time to correct the problem and thousands of dollars in loss. We have educated our dealers and have been able to thwart the thefts and alert the victims of the ID thefts. When possible as in the past will at the allowance of the dealer, make delivery of the vehicle, have the suspect sign the documents and make arrest.

Task Force Investigators have and will continue to work with the newly formed TX DMV Investigators related to fraud cases. TF investigators will collaborate with these investigators on cases where violations have been committed in our jurisdiction. The cases we have collaborated on in the past have involved fraud (falsifying government documents) when rebuilders submitted false affidavits, and larger theft rings throughout the state. TF investigators will continue to collaborate and file these cases as requested. We have also successfully investigated E-tag sales from individuals with TX DMV from Longview. UC buys have been made resulting in arrests, fines and the loss of E-Tag production.

3.4 Functions of the proposed program related to preventing motor vehicle crime (motor vehicle theft, burglary from a motor vehicle and fraud-related motor vehicle crime)

The East Texas Auto Theft Task Force believes citizens educated in vehicle crimes can be the best allies in preventing burglaries of vehicles, vehicle thefts and crime in general. Citizens who employ simple, common sense strategies to harden their property, themselves, and their assets against theft are exponentially less likely to become victims. They become assets in and of themselves by being aware of their surroundings and reporting suspicious activities to law enforcement.

By conducting crime prevention educational presentations to different venues the Task Force Investigators begin this educational process. Task Force Investigators seek to deliver these presentations to civic organizations, church groups, clubs, neighborhood watch groups or any individual who asks. Information is presented on trends to combat specific problems in the area. Ideas on strategies of preventing vehicle crimes and crime in general are discussed. MVCPA literature and promotional items are distributed to participants and are placed at many public building throughout the East Texas area. Task Force Investigators attend "National Night Out" events, community events, festivals, tradeshows, and college campuses. TF investigators set up booths and display vehicles, banners and signs. It's a great opportunity to meet with individuals at these events to share ways of protecting one's property from theft and fraud related activities. Alarms, cameras, locking devices, hitch locks, are advocated as well as placing vehicles and property out of view from roadways and view. At many of these events we will often receive requests from other law enforcement agencies to participate with us.

Another way the Task Force addresses vehicle related crimes and theft is to utilize different forms of media when applicable. Task Force Investigators give interviews to the news media by commenting on particular crimes or addressing the issue of a particular crimes to be prevented. Social media is utilized to inform citizens of events and trends in thefts and ways to keep from falling victim to online schemes involving title frauds and purchasing stolen vehicles. Social media is also used to recover stolen property, identify offenders, and make arrests.

The Task force utilizes an MVCPA "Watch Your Car" signs placed in areas with high volumes of traffic and public properties to remind the community of their responsibility to conceal and protect their property. Placards are placed in business parking lots, government properties, apartment and sport complexes to achieve the same goals of reminding citizens to protect their property. Signs are also given to other LE agencies to display where appropriate.

Task Force Investigators (TCOLE certified instructors) deliver multiple TCOLE and Non-TCOLE training courses to law enforcement officers and investigators. These courses are related to vehicle crimes and prevention. Many of our rural counties in the 14 county ETCOG have investigators who have limited training on vehicle crimes. Once educated, the investigators act as a force multiplier to prevent and detect vehicle crimes. TF Investigators also teach courses to cadets at two local police academies on stolen vehicle recognition and detection. These cadets once certified police officers have a broad knowledge of stolen vehicle recognition.

3.5 Functions of the proposed program for other motor vehicle crimes investigations and activities consistent with the statutory requirements (preventing stolen vehicles from entering Mexico, stopping illegal export of stolen vehicle from bridge/ outbound port operations, disruption of cartel or organized criminal enterprises using stolen motor vehicles or fraud related motor vehicle crime, insurance fraud, etc...)

Much of the ETATTF coverage area is rural and agricultural. With that there are high incidents of trailer, tractor, implements and atv/utv thefts. To Combat these theft we have collaborated with local LE and deployed bait trailers, tractors when available, and ATVs with trackers installed to be able to track the unit if stolen. When can also deploy a pole camera to assist in identifying vehicles used and possibly ID suspect. We also recommend parking equipment out of sight and using hitch locks as preventative measures, when we attend public events or speak to organizations.

TF members are actively looking for ties to vehicle crimes that would be considered organized crime. Some of these problems involve insurance frauds and arsons where vehicle a falsely reported as stolen and dumped and or burned. TF investigators work closely with insurance investigators and Fire Marshall's office to solve these crimes and make arrest. Using technology in some of these cases has proved successful by using geo locates and cell tower information to tie the crime to the owner and make arrests. It is also being used to try and identify suspects in wheel and tire thefts We will continue to receive training and use assets from DPS, analysts, and local IT to further leverage technology to solve crimes.

For abandoned vehicles and parts that are stolen, many are parted out or go to a crusher. Inspections of auto related businesses and salvage businesses are performed as a deterrent. We will follow all leads and seek out information from informants to combat organized criminal activity.

3.6 Collaboration Effort -- Describe the taskforce method to collaborate, and not duplicate existing activities. Describe the cross boundaries regional approach to grant activity implementation. Describe how the applicant staff and jurisdiction will coordinate with other taskforces and law enforcement agencies to implement this program.

The East Texas Auto Theft Task Force is the only Task Force in the State with a DPS, Criminal Investigations Division, Lieutenant, as the Commander. The Commander is provided at no expense to MVCPA or the TF, in "Lieu of Cash" making it possible for our participating agencies to better afford having highly trained specialized Investigators on the Task Force. DPS provides a vehicle, fuel and all other equipment, which

allows more of the grant award to be expended on vehicle crime. Because of my role as a DPS Investigator and Commander of the Task Force, I am able to bridge a gap and bring assets such as statewide networks of investigators, databases, training, technology, personnel to address vehicle crimes. DPS has committed other resources, equipment, and Special Agents to collaborate on BOV and theft operations, leveraging resources to solve crimes, arrest offenders and submit cases for prosecution. There is no duplication of activities as we do not cover the same area as many single agency task forces.

Task Force Investigators having established relationships with local, state, and federal law enforcement and are often contacted, consulted, and brought into investigation when they involve stolen vehicles or the potential for stolen vehicles through fraud. Task Force Investigators are often called to assist these agencies when search warrants are executed. As a result, on numerous occasions, many stolen vehicles and property has been recovered and suspects identified. Task Force Investigators have attended before the pandemic quarterly multi-state and multi-agency ROCIC intelligence meetings to collaborate on cross jurisdictional vehicle theft and burglary trends and suspects. The Task Force seeks to coordinate its activities with other MVCPA Task Forces, as well as Agents employed by the Department of Public Safety and Agents employed by the National Insurance Crime Bureau. The ETATTF will continue to seek and share intelligence regarding auto thefts and burglaries with other local agencies and MVCPA funded programs to stop auto related crimes. Bait vehicles and BOV bait items will be used in collaborative operations with Tyler P.D, TPWD theft Unit, and DPS targeting BOV and vehicle theft offenders

Task Force Investigators will continue to coordinate with tax assessors-collectors offices and the regional DMV office in Longview regarding suspected Title frauds, stolen vehicles, and suspects. TF Investigators have collaborated with the DMV Investigators, and have filed cases in our jurisdiction. Several calls for assistance from tax offices have developed into Title fraud investigations that have resulted in fraud cases filed and stolen vehicles recovered. Because most of our region is comprised of rural communities and municipalities, these law enforcement agencies have little if any specialized training and are generally understaffed. Task Force Investigators will continue to coordinate and collaborate on investigation within our region by analyzing data when available to target vehicle crimes in these jurisdictions. TF Investigators will continue to offer training on stolen vehicle recognition to law enforcement in collaboration with our colleges and police academies.

The ETATTF utilizes several local intel exchanges covering this region and areas outside our coverage area that share information of theft suspects and BOLO's. TF Investigators will also participate in the VCC to promote and share information with other TF programs to combat vehicle crimes.

3.7 If the proposed application requests any exceptions or deviation from any general grant rules, RFA conditions or grant administrative policy, please indicate in the section below. Indicate the section of the specific issue and citation that you are asking the MVCPA to consider and the rational for the request.

No exceptions requested

Part II

Goals, Strategies, and Activities

Select Goals, Strategies, and Activity Targets for the proposed program.

Click on the link above and select the method by which statutory measures will be collected. Law Enforcement programs must also estimate targets for the MVCPA predetermined activities. The MVCPA board has determined that grants programs must document specific activities that are appropriate under each of the three goals. Applicants are allowed to write a limited number of user defined activities.

ID	Activity	Measure	Target
Statutory Motor Vehicle Theft Measures Required for all Grantees.			
1.1.15	Increase the recovery rate of stolen motor vehicles	Report the number of vehicles recovered by taskforce	
1.1.16	Increase the clearance rate of MVTs	Report the number of MVT cases cleared	
1.1.17	Increase the number of persons arrested for motor vehicle theft	Report the number of persons arrested for motor vehicle theft by taskforce	
Statutory Burglary of a Motor Vehicle Measures Required for all Grantees			
2.1.12	Increase the clearance rate of motor vehicle burglaries	Report the number of BMV including parts cases cleared	
2.1.13	Increase the number of persons arrested for motor vehicle burglary	Report the number of persons arrested for burglary by taskforce	
Statutory Fraud-Related Motor Vehicle Crime Measures Required for all Grantees			
8.1.1	Increase the clearance rate of fraud-related motor vehicle crime cases.	Report the number of fraud-related motor vehicle cases cleared	
8.1.2	Increase the number of persons arrested for fraud-related motor vehicle crimes.	Report the number of persons arrested for fraud-related motor vehicle crimes	
Measures for Grantees. Add Target values for those that you will measure.			
1	Goal 1: Reduce the Incidence of Motor Vehicle Theft through Enforcement Strategies		
1.1	Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Motor Vehicle Theft		
1.1.1	Identify groups of auto theft offenders through intelligence gathering, crime analysis and the use of informants	Number of MVT groups identified. Include gangs, cartels or other criminal enterprise with two or more members	
1.1.2	Identify and document/record prolific MVT offenders [Prolific is defined as "linked to MVT offenses three or more times"]	Number identified/documented offenders	4

ID	Activity	Measure	Target
1.1.5	Conduct inspections of local businesses related to vehicle enterprise (transportation code or occupation code authorized companies such as salvage yard, repair shop, parts recycling center, used car dealership, salvage rebuilder, title service company, other). (see 1.3.3 to report the number of vehicles inspected in these businesses)	Number of businesses inspected	
1.1.6	Conduct bait vehicle operations that target MVT offenders	Number of bait vehicle deployments. Include BMV bait operations here.	10
1.1.8	Deploy license plate readers (LPR)	Number of times LPR deployed. Deploy: If stationary unit then total number of days or partial days unit was operable and on. Mobile unit number of days the unit was on and operable.	
1.1.9	Respond to taskforce license plate reader (LPR) alert notifications	Number of times investigators responded to taskforce LPR alert notifications regardless of whether vehicle was located	10
1.1.12	Conduct covert operations targeting MVT offenders	Number of covert operations	20
1.1.13	Conduct warrant "round-up" operations targeting motor vehicle crime offenders, including people wanted for MVTs, motor vehicle burglaries, theft of vehicle parts and motor vehicle fraud related crime.	Number of warrant round-up operations performed for MVT, BMV and FRMVC.	6
1.1.20	Number of Altered Vehicles Recovered	Report the total number of vehicles recovered with altered Vehicle Identification Number. Note: Please remember that a vehicle recovered must be reported in 1.1.15	10
1.2	Strategy 2: Conduct Collaborative Efforts that Result In Reduction of Incidents of Motor Vehicle Theft		
1.2.1	Provide Agency Assists for MVT and motor vehicle related fraud	Number of agency assists related to MVT. Assist means responding or answering questions via phone, e-mail, or in person. Providing recommendation, guidance, strategy, support or information that other LEOs will use to resolve their cases. The assist generally does not have the direct responsibility for an investigation nor uses LEO authority. The assist helps another LEO or agency investigate cases. Analysts and civilian employees will record their assists to outside LEOs and agencies met here along with officers.	300
1.2.2	Collaborate with other units or divisions (i.e. homicide, vice, narcotics, etc.) within the taskforce department(s) where a motor vehicle was used in the commission of the crime (includes identification of vehicles). Include all participating jurisdiction departments here.	Number of times collaborated within departments or SOs participating in taskforce related to MVT. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of motor vehicle theft investigations.	20
1.2.3	Collaborate with all other outside LE agencies and other organizations that assist in the reduction of MVTs. Include all coverage jurisdictions here.	Number of times collaborated with coverage area agencies or other law enforcement agencies and organizations that assist in the reduction of MVT. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of MVT theft investigations.	30
1.2.5	Conduct intelligence information-sharing (Personal attendance)	Number of intelligence meetings attended (include attending as presenter, participant or attendee)	15
1.2.6	Conduct intelligence information-sharing (Written information)	Crime analysis bulletins disseminated (include information distributed to law enforcement agencies via text, e-mail, or intra-net communications)	10
1.2.7	Collaborate with other MVCPA taskforces	Number of times collaborated with other MVCPA taskforces that assist in the reduction in MVT, BMV and FRMVC.	4
1.3	Strategy 3: Prevent and Reduce the Incidence of Fraud-Related Motor Vehicle Activities		
1.3.1	Collaborate with agencies relating to investigation and enforcement of vehicle insurance fraud and FRMVC	Number of collaborations	6
1.3.2	Conduct confidential 68(A) inspections (for TxDMV assignment or reassignment of VIN required by Tx Trans. Code §501.032)	Number of vehicles inspected to complete a TxDMV 68A inspection form per TxDMV (VIN assignment, reassignment, bonded title)	400
1.3.3	Conduct VIN verification inspections. (All other reasons except bridge or port)	Number of vehicles inspected by taskforce to identify the vehicles not reported in confidential (68A) or bridge and port sections.	300
1.3.4	Coordinate with TxDMV/Tax Offices relating to investigation and enforcement of fraudulent titles and registration of stolen vehicles	Number of collaborations with TxDMV HQ, TxDMV Regional Service Centers or County Tax Assessor Collector offices.	8

ID	Activity	Measure	Target
2	Goal 2: Reduce the Incidence of Theft from Motor Vehicles through Enforcement Strategies		
2.1	Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Burglary of Motor Vehicles and Theft of Vehicle Parts and Accessories		
2.1.1	Conduct bait vehicle operations that target vehicle burglary offenders	Number of bait vehicle burglary deployments	
2.1.2	Identify "prolific BMV offenders" through informants and intelligence [Prolific is defined as "linked to BMV and theft of vehicle parts and accessories offenses three or more times"]	Number of offenders identified	
2.2	Strategy 2: Conduct Collaborative Efforts that Result in the Reduction of Incidents of Theft From a Motor Vehicle		
2.2.1	Provide Agency Assists BMV.	Number of agency assists related to BMV or stolen parts. Assist means responding or answering questions via phone, e-mail, or in person. Providing recommendation, guidance, strategy, support or information that other LEOs will use to resolve their cases. The assist generally does not have the direct responsibility for an investigation nor uses LEO authority. The assist helps another LEO or agency investigate cases. Analysts and civilian employees will record their assists to outside LEOs and agencies met here along with officers.	15
2.2.2	Collaborate with other units or divisions within the taskforce department(s) (i.e. homicide, vice, narcotics, etc.) where theft of parts occurred in the commission of the crime (includes identification of vehicle). Include all participating jurisdiction departments here.	Number of times collaborated within departments or SOs participating in taskforce related to BMV or stolen parts. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of BMV theft investigations.	4
2.2.3	Collaborate with all other outside LE agencies and other organizations where theft of parts occurred in the commission of the crime (includes identification of vehicle). Include all coverage jurisdictions here.	Number of times collaborated with coverage area agencies or other law enforcement agencies and organizations that assist in the reduction of BMV or stolen parts. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of motor vehicle theft investigations.	8
3	Goal 3: Educate/Train Citizens and Qualified Personnel in Detection and Prevention of Motor Vehicle Theft, Burglary of Motor Vehicles and Theft of Vehicle Parts and Accessories		
3.1	Strategy 1: Conduct Public Awareness Related Activities Used to Educate Citizens		
3.1.1	Conduct educational outreach events (include trade show, exhibits, booths at community events, vehicle displays, brochures, etc.)	Number of outreaches	3
3.1.2	Conduct educational presentations to the public	Number of presentations. Presentation means in person, on-line, original written document, article, or webpage.	2
3.1.4	Conduct vehicle identification initiative/event	Number of etching events. Include windows, component parts, VIN stamps and catalytic converters.	2
3.1.4.1	Conduct vehicle identification initiative/event	Number of Participants/Attendees (Vehicles Marked)	
3.1.5	Purchase advertisements in local outlets	Number of advertisements purchased or provided complimentary for taskforce. Include all types of media purchased or provided free (social, tv, utility inserts, billboards, transportation, etc.). Describe in 6.1.1.	
3.1.6	Conduct vehicle report card initiatives.	Number report cards issued	
3.1.7	Utilize social media outlets (Facebook, Twitter, Instagram, etc.)	Number of postings in social media outlets	20
3.1.8	Deploy outdoor public notification signage	Number of deployments per month (if sign remains several months, count as 1 deployment per month)	10
3.1.10	Conduct media outreach, including, public service announcements, press releases, and interviews	Number of outreaches	
3.2	Strategy 2: Conduct Law Enforcement Training Activities to Educate Officers on Recognition and Apprehension of Stolen Vehicles and Property		
3.2.1	Conduct law enforcement training (TCOLE)	Number of classes provided for TCOLE credit	
3.2.3	Conduct vehicle crimes presentations to law enforcement agencies (non TCOLE)	Number of classes or presentations. Presentations may include electronic roll call documents, shift BOLOs and other written or presented materials based on local practices.	10

- 4.1 Describe the local method and/or practice used to collect the data for reporting Goals, Strategies, and Activities and to evaluate the grant program effectiveness. Describe management and staff participation. Include descriptions of systems (forms and software) that will be used to ensure reliable and accurate data is collected and reported. Describe any other evaluation methods used in the applicant agency to determine effectiveness or cost efficiency of the program.

A Weekly Report of Investigative Activity is in use to capture the activities of each Task Force Investigator. The report reflects the number of theft and burglary cases assigned, arrests made, cases filed, cases cleared, vehicles inspected, altered vehicles identified, number of 68-A completed, agency assists, and the number of stolen vehicles and parts recovered and their value, and fraud related cases received or investigated. A narrative of each day's activity is also included in the report.

A separate google sheet spreadsheet is completed by each investigator as it relates to the Goals and Strategies selected and those performed but not part of elected goals. The spreadsheet mirrors the progress report Goals and Strategies section and it tabulates the activity automatically. The Commander reviews this data for accuracy and completeness. The Administrative Assistant then enters the data into the Task Force Data Base. The data is then compiled into monthly reports. Each quarter the data is compared to the Project Goals, set forth in the Task Force Grant, to insure it is meeting or exceeding its goals. Should the Task Force not meet a goal in a given quarter, corrective action is taken. At the end of the Grant Cycle, the End of Year Report is compiled and again compared to the Proposed Project Objectives to determine if all objectives set were achieved. The End of Year Report is then forwarded to the MVCPA, as well as reviewed by the Board of Directors and the Task Force Commander's DPS Chain of Command. The participating agencies and Task Force Commander review the work of Investigators, statistics, and data collected for the UCR to determine the effectiveness of the programs, and where goals need to be shifted.

The East Texas Auto Theft Task Force has benefited the East Texas community for 30 years as evidenced by the Sheriff's, Police Chiefs, District Attorneys' offices, and DPS willingness to continue to contribute personnel and funding. All of these agencies have had several elections and administrative changes over the quarter century and remain committed to the Task Force and Community. These officials have been instrumental in garnering the support of State Senators and Representatives to fight for and sponsor funding legislation for the East Texas Auto Theft Task Force and MVCPA. The benefits of maintaining an Auto Crimes Task Force in East Texas is evident to them and the community.

- 4.2 Provide any other suggested measures that would better reflect the law enforcement or prevention work that the proposed program will perform. If the suggested measure fits into one of the stated goals above please indicate.

TF investigators have been asked to teach a similar TCOLE class by a local Sheriff where their CID and patrol deputies will receive some specialized training to combat vehicle thefts. Additionally the same course will be opened up to all local LE in the coverage area and will be taught through Tyler Junior College or host agency and will include a practical where vehicles, trailers, atv etc will be identified.

TxGMS Standard Assurances by Local Governments

- ☒ We acknowledge reviewing the TxGMS Standard Assurances by Local Governments as promulgated by the Texas Comptroller of Public Accounts and agree to abide by the terms stated therein.

Current Documents in folder

Resolution.pdf (8/28/2024 7:42:33 AM)

Signed Statement of Grant Award.pdf (8/28/2024 7:42:58 AM)

Certifications

The certifying official is the authorized official, Neal Franklin, County Judge.

By submitting this application I certify that I have been designated by my jurisdiction as the authorized official to accept the terms and conditions of the grant. The statements herein are true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties.

By submitting this application I certify that my jurisdiction agrees to comply with all terms and conditions if the grant is awarded and accepted. I further certify that my jurisdiction will comply with all applicable state and federal laws, rules and regulations in the application, acceptance, administration and operation of this grant.

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Interlocal Agreement SB 224 2025
State of Texas

This Agreement is entered into by and between the County of Smith, a political subdivision of the State of Texas, hereinafter referred to as “**County**” and the City of Tyler, a municipal corporation situated in Smith County, Texas, hereinafter called “**City**” pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, the County and City have the objective to participate in a combined task force funded by the Motor Vehicle Crime Prevention Authority (MVCPA) of the State of Texas, in the amount of \$32,000 for the East Texas Auto Theft Task Force, and,

WHEREAS, the City has agreed to contribute the total of \$1,333 in matching funds if said grant application is approved; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, the County and City believe it to be in their best interests to continue a multijurisdictional MVCPA Task Force; and

WHEREAS, the County and City agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE

1 .01 The purpose of this Agreement is to allow the County (Grantee) to file an application for a grant with the Motor Vehicle Crime Prevention Authority (Agency), which application is attached hereto as Exhibit “A” and made a part hereof for all purposes.

ARTICLE II. TERM

2 .01 The term of this Agreement is to commence on September 1, 2024 and to end August 31, 2025.

ARTICLE III. CONSIDERATION

3 .01 As consideration for this Agreement, the City (sub-grantee) agrees to contribute a total of \$1,333 in matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Direct Operating Expenses	\$1333	Cash Match paid by City (DOE Category)

ARTICLE IV. ALLOCATION OF FUNDS

4.01 The specific allocation of the County and City fund is set out in the attachment to this Agreement, marked as **Exhibit "B" Grant Application**, and made a part hereof for all purposes.

ARTICLE V. EQUIPMENT

5.01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert to the applicant. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

ARTICLE VI. AMENDMENTS

6.01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

ARTICLE VII. LEGAL CONSTRUCTION

7.01 In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VIII. UNIFORM ASSURANCES

8.01 In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the following uniform assurances:

Byrd Anti-Lobbying Amendment- Grantee certifies that no federal appropriated funds have been paid or will be paid to any person or organization 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 on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Grantee to conduct such lobbying activities, the prescribed disclosure form shall promptly be filed. In accordance with 31 U.S.C. § 1352(b)(5), Grantee acknowledges and agrees that it is responsible for ensuring that each sub-grantee certifies its compliance with the expenditure prohibition and the declaration requirement.

Child Support Obligation- Grantee represents and warrants that it will include the following clause in the award documents for every sub-award and subcontract and will require sub-recipients and contractors to certify accordingly: Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

Clean Air Act & Federal Water Pollution Control Act- Grantee represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Compliance with Laws, Rules and Requirements- Grantee represents and warrants that it will comply, and assure the compliance of all its sub-recipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grantee, the more restrictive requirement applies.

Contract Oversight- Grantee represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Contract Work Hours & Safety Standards Act- Grantee represents and warrants that it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Cybersecurity Training Program- Grantee represents and warrants its compliance with § 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If Grantee has access to any state computer system or database, Grantee shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with § 2054.5192 of the Government Code.

Davis-Bacon Act and the Copeland Act- Grantee represents and warrants that it will comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction") and the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874).

Debarment and Suspension- Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Debts and Delinquencies- Grantee agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas.

Disaster Recovery Plan- Upon request of Agency, Grantee shall provide copies of its most recent business continuity and disaster recovery plans.

Disclosure of Violations of Federal Criminal Law- Grantee represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

Disclosure Protections for Certain Charitable Organizations, Charitable Trusts & Private Foundations- Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

Dispute Resolution- The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

Excluded Parties- Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

Executive Head of a State Agency Affirmation- Under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Grantee represents that no person who served as an executive of Agency, in the past four (4) years, was involved with or has any interest in the contract or grant. If Grantee employs or has used the services of a former executive of Agency, then Grantee shall provide the

following information in the Response: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with Grantee, and the date of employment with Grantee.

Funding Limitation- Grantee understands that all obligations of Agency under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to Agency if such funds are not appropriated or become unavailable.

Governing Law & Venue- This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

Indemnification- to the extent permitted by law Grantee shall defend, indemnify and hold harmless the state of Texas and agency, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Grantee or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the contract and any purchase orders issued under the contract. The defense shall be coordinated by Grantee with the office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit and Grantee may not agree to any settlement without first obtaining the concurrence from the office of the Texas Attorney General. Grantee and agency agree to furnish timely written notice to each other of any such claim.

Law Enforcement Agency Grant Restriction- Grantee on behalf of East Texas Auto Theft Task Force is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

Legal Authority- Grantee represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of the Response, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Response and to provide such additional information as may be required.

Lobbying Expenditure Restriction- Grantee represents and warrants that Agency's payments to Grantee and Grantee's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures

No Conflicts of Interest State- Grantee represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Grantee shall promptly notify Agency.

No Waiver of Sovereign Immunity- The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by the Agency or the State of Texas of any immunities from suit or from liability that the Agency or the State of Texas may have by operation of law.

Open Meetings- Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

Texas Public Information Act- Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State pursuant to the contract or grant, 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 State.

Reporting Compliance- Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

Records Retention State Grant- Grantee shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Agency reserves the right to direct a Grantee to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possess longer term retention value. Grantee must include the substance of this clause in all subawards and subcontracts.

Reporting Suspected fraud and Unlawful Conduct- Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

State Auditor's Right to Audit- The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract 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. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Sub-award Monitoring- Grantee represents and warrant that it will monitor the activities of the sub-grantee as necessary to ensure that the sub-award is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the sub-award, and that subaward performance goals are achieved.

ARTICLE X. FINANCIAL ADMINISTRATION

10.01 In accordance with §783.006 of the Texas Government Code Standard Financial Management Conditions the prescribed are applicable to all grants and agreements executed between affected entities:

Financial reporting- Accurate, current, and complete disclosure of the financial results of grant related activities must be made in accordance with the financial reporting requirements of the grant.

Accounting records- Grantee will maintain records, which adequately identify the source and application of funds, provided for grant related activities. These records will contain information pertaining to grant awards and obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Internal control- Effective control and accountability will be maintained for all grant cash, real and personal property, and other assets. Grantee will safeguard all such property and assure that it is used for authorized grant purposes.

Page Budget control- Actual expenditures will be kept within budgeted amounts for each grant.

Allowable cost- Applicable cost principles, agency program regulations, and the terms of grant agreements shall be followed in determining the reasonableness, allowability, and allocability of costs.

Source documentation- Accounting records must be supported by such source documentation as checks, paid bills, payroll records, receipts, timesheets, travel vouchers, and other records, etc. These source documents must be retained and made available for MVCPA staff when requested.

Cash management- Grantee will establish reasonable procedures to ensure the receipt of reports on cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency.

Reimbursement Grant- All expenditures reported will be based on actual amounts paid and documented. Reporting budgeted amounts or estimated costs as expenditures are not permitted and if used may result in payment suspension and possible termination of the grant.

Costs Incurred outside the Program Period- Grant funds may not be obligated prior to the effective date without written permission of the MVCPA director or subsequent to the termination date of the grant period. All obligations must be consistent with the Statement of Grant Award and used for statutorily authorized purposes.

ARTICLE XI. COMPLIANCE

11 .01 Grantee and subgrantee will comply with state law, program rules and regulations and the Statement of Grant Award. In addition, Grantee and sub-grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. Information, guidance and program rules can be found in the Motor Vehicle Crime Prevention Authority Grant Administrative Manual and if not found in the administrative manual then grantee and subgrantee must follow the Texas Grant Management Standards maintained under the authority of the Texas Comptroller of Public Accounts. These grant management standards are used by the Motor Vehicle Crime Prevention Authority in the administration of the MVCPA grant program.

Sub-grantee Monitoring and Management- The local government must monitor the activities of the sub-grantee as necessary to ensure that sub-award performance goals are achieved and the sub-award is used for authorized purposes, in compliance with state law, rules, and the terms and conditions of the sub-award. Monitoring of the sub-grantee must include:

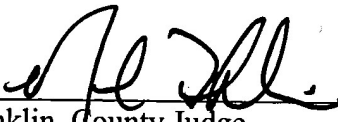
- (1) Reviewing financial and performance reports required by the local government.
- (2) Following-up and ensuring that the sub-grantee takes timely and appropriate action on all deficiencies pertaining to the sub-award provided to the sub-grantee from the local government detected through audits, on-site reviews, and other means.
- (3) Issuing a management decision for audit findings pertaining to the sub-award provided to the sub-grantee from the local government as required.

ARTICLE XII. ENTIRE AGREEMENT

12 .01 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all parties.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2024.

County of Smith by:



Neal Franklin, County Judge

3/4/25

Date Signed

ATTEST:



County Clerk

City of Tyler by:

City Manager

Date Signed

ATTEST:

City Clerk

Senate Bill 224 Grant Negotiation for 2025

The Application was submitted by Neal Franklin at 8/19/2024 2:43:57 PM and is now locked.
The confirmation Number is 2024081900344.

Primary Agency / Grantee Legal Name: *Smith County*

Organization Type: *Law Enforcement*

Organization ORI (if applicable): *TX2120000: SMITH CO SO*

Program Title Please enter a short description of the proposed program that can be used as the title.

Smith County - East Texas Auto Theft Task Force

Application Category (See Request for Applications [RFA] for category details and descriptions RFA Priority Funding Section):

☐ New Grant - 2025 is the first year of the MVCPA Catalytic Converter Program Grants. All 2025 grant applicants use the new grant category.

MVCPA Program Category (see RFA and TAC 43, 3 §57.14). Check all that apply.

- ☒ Law Enforcement, Detection and Apprehension
☐ Prosecution, Adjudication and Conviction
☒ Reduction of the Theft of Catalytic Converters
☒ Education Programs and Marketing

Taskforce Grant Participation and Coverage Area

Provide a General Description of the Participating and Coverage Area of this Grant Application

The (Smith County) East Texas Auto Theft Task Force includes the participating agencies of Smith, Henderson, Rusk, and the City of Tyler, Texas. The ETATTF coverage area includes the remaining 11 counties of the 14 County East Texas Council of Governments (ETCOG): Anderson, Camp, Cherokee, Gregg, Harrison, Marion, Panola, Rains, Upshur, Van Zandt, and Wood.

Define in the tables below the grant relationships and geographic area of the Catalytic Converter program:

Applicant will add the participating and coverage agencies from the ORI list below. If an agency is not in the ORI list, please include the agency and role in the general description above. Make sure to follow the definitions below and select an agency in the dropdown. Use the *Add as Participating Agency* or *Add as Coverage Agency* button to populate the list.

Participating Agencies are agencies that materially participate in the grant application through the exchange of funds for reimbursement and cash match. Participating agencies are defined after the grant award by interlocal/interagency agreements. Each applicant must select their own agency first. Then select agencies that will receive or provide funding and/or resources. [Note: Interlocal/interagency agreements do not need to be submitted with the application. Interlocal agreements will need to be executed prior to the first payment being made if selected for a grant. Letters of support with the application from the participating agencies are strongly recommended.]

Coverage Agencies are agencies that provided some level of coverage, assistance or support by this grant application but will not materially exchange funds as cash match or reimbursement. The coverage is not supported by an after the award with interlocal/interagency agreements. Coverage agencies as law enforcement agencies may have jurisdictional coverage agreements unrelated to the grant (Ex. City Y is within County X or vice versa). Agencies selected in this list include agencies that will be covered or where the agency indicates that their agency will coordinate or call upon the program. Letters of support with the application from the participating agencies are strongly recommended.

Select Agencies to Add	Participating Agencies	Coverage Agencies
Select Agencies Not associated with any law enforcement enti Andrews Andrews ANDREWS CO SO [TX0020000] ANDREWS PD [TX0020100] Angelina ANGELINA CO SO [TX0030000]	HENDERSON CO SO RUSK CO SO (IBR) SMITH CO SO TYLER PD(MIP)(IBR)	ANDERSON CO SO (AE) PALESTINE PD FRANKSTON PD CAMP CO SO PITTSBURG PD (AE) CHEROKEE CO SO JACKSONVILLE PD RUSK PD (IBR)
Add as Participating Agencies Add as Coverage Agencies	Delete Selected	Delete Selected

☒ **Other Coverage** (Use if ORI not listed or explanation is necessary.):

The ETATTF also provides assistance to all DPS CID Special Agents, DPS troopers in the coverage area and DPS regulatory services division

☐ **National Insurance Crime Bureau (NICB)** Used as Match (Documentation and time certification required.)

☒ **Texas Department of Public Safety (DPS)**

☐ **Other State or Federal Agency** (specify:)

Resolution: Complete a Resolution and submit to local governing body for approval. [Sample Resolution](#) is found in the Request for Application or send a request for an electronic copy to grantsMVCPA@txdmv.gov. The completed and executed Resolution must be attached to this on-line

application.

Grant Budget Form

MVCPA recommends that the applicant complete the total costs (MVCPA and Cash Match combined) for this program. The applicant can then enter the desired amount of Cash Match (not less than 20% per TAC Title 43, Â§57.36). The system will then calculate the correct grant and match amounts.

Budget Entry Option:

- Enter Total and let system calculate MVCPA Funds and Cash Match, Match Percentage: 20 %
- Enter MVCPA and Cash Match Amounts

Click on category name to edit budget detail for that category.

Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
Personnel				
Fringe				
Overtime				
Professional and Contract Services				
Travel				
Equipment				
Supplies and Direct Operating Expenses (DOE)	\$26,667	\$5,333	\$32,000	
Total	\$26,667	\$5,333	\$32,000	
Cash Match Percentage		20.00%		

Description	Subcategory Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
Personnel					
Total Personnel					
Fringe					
Total Fringe					
Overtime					
Total Overtime					
Professional and Contract Services					
Total Professional and Contract Services					
Travel					
Total Travel					
Equipment					
Total Equipment					
Supplies and Direct Operating Expenses (DOE)					
Subscription service LPR X 2		\$26,667	\$5,333	\$32,000	
Total Supplies and Direct Operating Expenses (DOE)		\$26,667	\$5,333	\$32,000	

Budget Narrative

G. Supplies and Direct Operating Expenses (DOE)

Commercial Subscription services for two LPRS, that will be purchased with funding from 2024 SB 224 estimated to be approximately \$15, 000 each. Subscriptions are believed to be an annual renewal. Cost can be less if not the commercial Subscription.

Revenue

Indicate Source of Cash and In-Kind Matches for the proposed program. Click on links to go to match detail pages for entry of data.

Cash Match

Source of Cash Match

Smith County	Grantee	\$1,334
Total Cash Match		\$5,333

Source of Cash Match

Henderson County	Subgrantee	\$1,333
Rusk County	Subgrantee	\$1,333
Tyler PD	Subgrantee	\$1,333
Total Cash Match		\$5,333

In-Kind Match**Statistics to Support Grant Problem Statement**

Reported Cases	2023	2024
	Catalytic Converter Theft	Catalytic Converter Theft
Tyler PD	112	11
Smith County	52	8
Rusk County	0	2
Hnderson County	0	0

Add/Edit Statistics

Application Narrative**Grant Introduction (Executive Summary) and General Information**

- 1.1 Briefly describe the organization and program operation. Provide a high level summary to the application and how it will affect the local community. (500 words or less)

The Smith County - East Texas Auto Theft Task Force was established in the early 1990's and was one of the original Task Forces to receive a grant. The multi-jurisdictional Task Force is currently comprised of five participating law enforcement agencies that include Smith County, Rusk County, Henderson County, the City of Tyler, and The Texas Department of Public Safety. The Smith County District Attorney's Office participates by providing a cash match for an administrative assistant. The Task Force has as its Project Manager a Lieutenant provided by the Texas Department of Public Safety, Criminal Investigations Division, who has specialized training from the Department in motor vehicle theft crimes. There are four full time criminal investigators assigned to the multi-jurisdictional Task Force from the four participating agencies, dedicating 100% of their time as Task Force Investigators. These Investigators are licensed Texas Peace Officers with extensive specialized training in vehicle crimes investigation. Combined, these investigators, including the program manager, have over 100 years of experience as law enforcement officers and over 50 years of extensive specialized training as vehicle crimes investigators. The Investigators assigned to the ETATTF are some of the only Investigators with specialized training in motor vehicle theft and vehicle identification, with the exception of few. The Task Force serves a three county project area with a population of approximately 365,688 (2022 Tex. demographics). Within the three county project areas, there are 376,109 registered motor vehicles (2021 DMV). The Task Force, since its inception, has included the 14 counties within the East Texas Council of Governments (ETCOG) service area to answer calls for assistance. The population within the 14 counties that make up the ETCOG is 867,823 (2022 Tex. Demographics) and there are 860717 registered vehicles (2021 DMV). The East Texas Auto Theft Task Force has been able to retain highly trained auto crimes investigators who have been assigned to the Task Force for years. This allows Task Force Investigators to develop and maintain professional relationships with law enforcement, industry, citizens, and business owners. It is the intent of the ETATTF through this application to continue to serve the members of our community and state by carrying out the following programs made possible by MVCPA. While TF Investigators devote the majority of their efforts to the detection, investigation, recovery of stolen vehicles, and the arrest of vehicle crimes suspects, Investigators perform many other functions. TF Investigators are involved in prevention of vehicle related crimes by participating in community events, National Nights Out, college events, distributing literature, conducting 68-A Inspections, assist investigating catalytic converter theft, and conduct business/MR inspections. TF Investigators engage in educating the public by speaking at public events and meetings for organizations. The effect of the programs carried out by TF Investigators has an impact that ranges from emotional to economic. The citizens of our community know that there are Investigators with specialized training that investigate and apprehend vehicle crimes offenders. Law enforcement agencies know there are TF investigators who can be called on anytime to assist with vehicle related crimes and vehicle identification. Having a dedicated unit to address vehicle crimes has been invaluable to law enforcement and the community. Existing for 30 years, and continually receiving the support of local Sheriffs, Police Chiefs, District Attorneys.

- 1.2 Describe the taskforce governing, organization and command structures. Include a description of the nature of support and agreements that will be in place if the grant is awarded. Provide any details unique to the taskforce organization or geographical target area. Describe whether any part of this grant will be directed to serve a specific target population (or subset of the community)?

The ETATTF is governed by a Board of Directors that was formed to allow agencies participating in the Task Force to monitor the effectiveness and efficiency of their personnel assigned to the Task Force, as well as that of the Task Force as a unit. The Board is composed of the Smith County District Attorney, the Smith County Sheriff, the City of Tyler Police Chief, the Rusk County Sheriff and the Henderson County Sheriff and the Smith County Judge as the authorized official. The Texas Department of Public Safety is represented through the Commander of the Task Force. Board meetings are scheduled on an as-needed basis by the Task Force Commander. The Commander maintains communication with the Board and keeps them apprised of Task Force activities. The Board has been instrumental in garnering support from State Representatives and Senators to sponsor legislation in support of the East Texas Auto Theft Task Force and MVCPA. It is the goal of both the Board and the Task Force to insure that the funds allocated to the Task Force by the MVCPA are used wisely and effectively to address the problem of vehicle crimes in the Project Area. The Commander of the Task Force assigns investigations from requesting agencies and organizations as they are made. Task Force Meetings are generally held weekly to discuss cases, intelligence, and significant activities. Each Investigator is assigned specific counties outside the project area to respond to calls for assistance and to conduct inspections and presentations. Many of the calls for assistance are made directly from agency investigators to Task Force Investigators as relationships have been established over many years. Outside the project area, most counties are rural with few investigators and none with specialized training in investigating auto crimes or identifying vehicles. A

cooperative work agreement has been signed by all participating agencies and all will sign an inter-local agreement. There is no intent to serve a specific target population.

Grant Problem Statement

- 2.1 Provide an assessment of the Catalytic Converter Theft problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

The ETATTF coverage area as it relates to catalytic converter and the theft of parts includes the 14 counties in the ETCOG and all the municipalities within. The combined population for the 14 counties was 867,823 in 2022 per Cubit. According to the State's supplemental data in NIBIRS, these agencies reported 439 incidents of stolen parts in 2021. In 2022 there were more theft of parts at 576 and 175 incidents of catalytic converter thefts. The cost associated with Theft of parts in the 14 county area was \$1,343,682 in 2022. The theft of catalytic converters/parts is often difficult to track and sporadic in nature. The city of Tyler is the only agency that tracks actual CC thefts cases by coding, with 112 incidents in 2022 and 47 in 2023. The Smith County SO per their analyst reported 48 CC thefts in 2022, and 52 CC theft in 2023. This is believed to be a low non-accurate representation of the CC Theft problem in the area. Many of which have multiple thefts per case reported and many thefts go unreported. The other participating agencies have not tracked CC theft specifically, but will attempt to institute a coding system in the future. The Task Force has identified the majority of catalytic converter thefts occur at apartment complexes, and venues with large parking lots. In our community, large industries such as hospital parking lots, businesses complexes, apartment complexes, and sporting locations draw large numbers of vehicles and people. These have historically been locations where a thief or thieves can remain anonymous and blend in with the law abiding public to commit catalytic converter thefts and vehicle burglaries. They are able to target vehicles, wait until no one is around and then commit the crime(s). The cost of having vehicle parts stolen can cause a victim to spend countless hours away from work or family trying to repair the damage, not to mention real monetary losses associated with the theft.

Grant Goals and Activities

There are two parts to this section: 1) Functions of Proposed Program and 2) Goals Strategies and Activities (GSA). In the following boxes, describe the functions of the proposed program and then complete a fillable form called GSA.

MVCPA programs must completely describe the actions, methods and tactics that law enforcement and civilian staff will perform for each of the categories below. Describe the reliance on technology or other program elements to solve the problem statement above and goals below. Functions must be detailed and consistent with the requested budget. If a grant is awarded, funds expended towards activities not described in this section will result in the reimbursement being denied.

Part 1

- 3.1 Functions of the proposed program related to Catalytic Converter Theft from a motor vehicle.

To combat the problem of catalytic theft and vehicle parts in our project area, the ETATTF will take a proactive and reactive approach. Task Force Investigators believe that educating the citizens of our community is the most effective means of combatting vehicle burglaries and thefts through public awareness - the more people who are aware of the risks and know simple solutions, the more they can minimize their exposure to catalytic converter thefts, BOV and vehicle thefts. Though TF investigators primary function is vehicle theft driven, TF investigators will investigate actionable cases of catalytic converter thefts, stolen parts, make arrests, and present cases for prosecution. Task Force Investigators will seek opportunities and collaborate with other law enforcement agencies with intelligence sharing to prevent catalytic thefts, vehicle burglaries, parts thefts, solve investigations and arrest suspects. The Task Force Investigators have established a large network with other investigators throughout the East Texas area. Information will be shared through intelligence meetings, calls, and emails with many jurisdictions concerning catalytic converter thefts and suspects and other vehicle crimes. The Task Force will continue to collaborate with local and state law enforcement agencies including DPS Regulatory to combat catalytic converter thefts and conduct regulatory inspections of metal recyclers. Task Force Investigators and participating agencies will deploy a LPR's near recycler facilities and areas determined to have high incidents of CC thefts. Task Force Investigators in collaboration with partners can conduct Etching programs. Business inspections of salvage yards, metal recyclers, and auto repair shops will be performed to combat catalytic converter and vehicle parts thefts.

- 3.4 Functions of the proposed program related to preventing Catalytic Converter Theft

The East Texas Auto Theft Task Force believes citizens educated in vehicle crimes can be the best allies in preventing catalytic converter thefts, burglaries of vehicles, vehicle thefts, and crime in general. Citizens who employ simple, common sense strategies to harden their property, themselves, and their assets against theft are exponentially less likely to become victims. They become assets in and of themselves by being aware of their surroundings and their exposure. By conducting crime prevention educational presentations to different venues the Task Force Investigators begin this educational process. Task Force Investigators seek to deliver these presentations to civic organizations, church groups, clubs, neighborhood watch groups or any individual who asks. Information is presented on trends to combat specific problems in the area. Ideas on strategies of preventing vehicle crimes and crime in general are discussed. MVCPA literature and promotional items are distributed to participants and are placed at many public building throughout the East Texas area. Task Force Investigators attend "National Night Out" events, community events, festivals, tradeshows, and college campuses. TF investigators set up booths and display vehicles, banners and signs. It's a great opportunity to meet with individuals at these events to share ways of protecting one's property from theft and fraud related activities. The Task Force will utilize different forms of media when applicable in preventing catalytic converter thefts and vehicle crimes. Task Force Investigators give interviews to the news media by commenting on particular crimes or addressing the issue of a particular crimes to be prevented.

- 3.6 Collaboration Effort -- Describe the taskforce method to collaborate, and not duplicate existing activities. Describe the cross boundaries regional approach to grant activity implementation. Describe how the applicant staff and jurisdiction will coordinate with other taskforces and law enforcement agencies to implement this program.

The East Texas Auto Theft Task Force is the only Task Force in the State with a DPS, Criminal Investigations Division, Lieutenant, as the Commander. Because of my role as a DPS Investigator and Commander of the Task Force, I am able to bridge a gap and bring assets such as statewide networks of investigators, databases, training, technology, personnel to address vehicle crimes. The TF will assist and work with other agencies including DPS regulatory services to combat catalytic converter thefts. There is no duplication of activities as we do not cover the same

area as many single agency task forces. Task Force Investigators having established relationships with local, state, and federal law enforcement and are often contacted, consulted, and brought into investigation involving vehicle crimes. Task Force Investigators attended quarterly multi-state and multi-agency ROCIC intelligence meetings to collaborate on cross jurisdictional vehicle theft and burglary trends and suspects. The Task Force seeks to coordinate its activities with other MVCPA Task Forces, as well as Agents employed by the Department of Public Safety and Agents employed by the National Insurance Crime Bureau. The ETATTF will continue to seek and share intelligence regarding catalytic converter thefts and motor vehicle crimes with other local agencies and MVCPA funded programs to stop auto related crimes. Because most of our region is comprised of rural communities and municipalities, these law enforcement agencies have little if any specialized training and are generally understaffed. Task Force Investigators will continue to coordinate and collaborate on investigation within our region by analyzing data when available to target catalytic converter thefts and vehicle crimes in these jurisdictions. The ETATTF utilizes several local intel exchanges covering this region and areas outside our coverage area that share information of theft suspects and BOLO's.

- 3.7 If the proposed application requests any exceptions or deviation from any general grant rules, RFA conditions or grant administrative policy, please indicate in the section below. Indicate the section of the specific issue and citation that you are asking the MVCPA to consider and the rational for the request.

None

Part II

Goals, Strategies, and Activities

Select Goals, Strategies, and Activity Targets for the proposed program described in the application.

Click on the link above to open a new table called Goals, Strategies, and Activity. Applicants will review the statutory and optional activities. The first section is the statutory measures. Grantees may not provide targets for this section but need to review the descriptions to ensure that they understand the statutory minimum requirements associated with this grant. Applicants will then review the other items and estimate targets for only the activities that the applicant has described and plans to complete under this application.

ID	Activity	Measure	Target
Measures for Grantees. Add Target values for those that you will measure.			
1	Goal 1: Reduce the Incidence of Catalytic Converter Theft through Enforcement Strategies		
1.1	Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Catalytic Converter Theft		
1.1.1	Identify groups of catalytic converter theft offenders through intelligence gathering, crime analysis and the use of informants	Number of catalytic converter theft groups identified. Include gangs, cartels or other criminal enterprise with two or more members	
1.1.2	Identify and document/record prolific Catalytic Converter Theft offenders [Prolific is defined as "linked to Catalytic Converter Theft offenses three or more times"]	Number identified/documented offenders	
1.1.5	Conduct inspections of local businesses related to vehicle enterprise (transportation code or occupation code authorized companies such as salvage yard, repair shop, parts recycling center, used car dealership, salvage rebuilder, title service company, other).	Number of businesses inspected	8
1.1.6	Conduct bait vehicle operations that target Catalytic Converter Theft offenders	Number of bait vehicle deployments. Include Catalytic Converter Theft bait operations here.	
1.1.8	Deploy license plate readers (LPR)	Number of times LPR deployed. Deploy: If stationary unit then total number of days or partial days unit was operable and on. Mobile unit number of days the unit was on and operable.	12
1.1.9	Respond to taskforce license plate reader (LPR) alert notifications	Number of times investigators responded to taskforce LPR alert notifications regardless of whether vehicle was located	20
1.1.12	Conduct covert operations targeting Catalytic Converter Theft offenders	Number of covert operations	4
1.1.13	Conduct warrant "round-up" operations targeting catalytic converter crime offenders, including people wanted for Catalytic Converter Theft	Number of warrant round-up operations performed Catalytic Converter Theft	
1.1.15	Increase the recovery rate of stolen motor vehicle Catalytic Converter Theft	Report the number of Catalytic Converters recovered by taskforce	
1.1.16	Increase the clearance rate of Catalytic Converter Theft	Report the number of Catalytic Converter Theft cases cleared	
1.1.17	Increase the number of persons arrested for Catalytic Converter Theft	Report the number of persons arrested for Catalytic Converter Theft by taskforce	
1.2	Strategy 2: Conduct Collaborative Efforts that Result In Reduction of Incidents of Catalytic Converter Theft		

ID	Activity	Measure	Target
1.2.1	Provide Agency Assists for Catalytic Converter Theft	Number of agency assists related to catalytic converter theft. Assist means responding or answering questions via phone, e-mail, or in person. Providing recommendation, guidance, strategy, support or information that other LEOs will use to resolve their cases. The assist generally does not have the direct responsibility for an investigation nor uses LEO authority. The assist helps another LEO or agency investigate cases. Analysts and civilian employees will record their assists to outside LEOs and agencies met here along with officers.	5
1.2.2	Collaborate with other units or divisions (i.e. homicide, vice, narcotics, etc.) within the taskforce department(s) where there were crimes involving catalytic converter theft. Include all participating jurisdiction departments here.	Number of times collaborated within departments or SOs participating in taskforce related to Catalytic Converter Theft. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of Catalytic Converter Theft investigations.	
1.2.3	Collaborate with all other outside LE agencies and other organizations that assist in the reduction of Catalytic Converter Theft. Include all coverage jurisdictions here	Number of times collaborated with coverage area agencies or other law enforcement agencies and organizations that assist in the reduction of Catalytic Converter Theft. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of Catalytic Converter Theft investigations	6
1.2.5	Conduct intelligence information-sharing (Personal attendance)	Number of intelligence meetings attended (include attending as presenter, participant or attendee)	4
1.2.6	Conduct intelligence information-sharing (Written information)	Crime analysis bulletins disseminated (include information distributed to law enforcement agencies via text, e-mail, or intra-net communications)	4
1.2.7	Collaborate with other MVCPA taskforces	Number of times collaborated with other MVCPA taskforces that assist in the reduction in Catalytic Converter Theft	
3	Goal 3: Educate/Train Citizens and Qualified Personnel in Detection and Prevention of Catalytic Converter Theft		
3.1	Strategy 1: Conduct Public Awareness Related Activities Used to Educate Citizens		
3.1.1	Conduct educational outreach events (include trade show, exhibits, booths at community events, vehicle displays, brochures, etc.)	Number of outreaches	2
3.1.2	Conduct educational presentations to the public	Number of presentations. Presentation means in person, on-line, original written document, article, or webpage.	2
3.1.4	Conduct vehicle identification initiative/event	Number of etching events. Including catalytic converters.	
3.1.4.1	Conduct vehicle identification initiative/event	Number of Participants/Attendees Catalytic Converters Marked)	
3.1.5	Purchase advertisements in local outlets	Number of advertisements purchased or provided complimentary for taskforce. Include all types of media purchased or provided free (social, tv, utility inserts, billboards, transportation, etc.)	
3.1.7	Utilize social media outlets (Facebook, Twitter, Instagram, etc.)	Number of postings in social media outlets	
3.1.8	Deploy outdoor public notification signage	Number of deployments per month (if sign remains several months, count as 1 deployment per month)	
3.1.10	Conduct media outreach, including, public service announcements, press releases, and interviews	Number of outreaches	
3.2	Strategy 2: Conduct Law Enforcement Training Activities to Educate Officers on Recognition and Apprehension of Stolen Vehicles and Property		
3.2.1	Conduct law enforcement training (TCOLE)	Number of classes provided for TCOLE credit	
3.2.3	Conduct vehicle crimes presentations to law enforcement agencies (non TCOLE)	Number of classes or presentations. Presentations may include electronic roll call documents, shift BOLOs and other written or presented materials based on local practices.	10

Grant Evaluation

- 4.1 Describe the local method and/or practice used to collect the data for reporting Goals, Strategies, and Activities and to evaluate the grant program effectiveness. Describe management and staff participation. Include descriptions of systems (forms and software) that will be used to ensure reliable and accurate data is collected and reported. Describe any other evaluation methods used in the applicant agency to determine effectiveness or cost efficiency of the program.

A Weekly Report of Investigative Activity is in use to capture the activities of each Task Force Investigator. The report reflects the number of theft and burglary cases assigned, arrests made, cases filed, cases cleared, vehicles inspected, altered vehicles identified, number of 68-A completed,

agency assists, and the number of stolen vehicles and parts recovered and their value, and fraud related cases received or investigated. A narrative of each day's activity is also include in the report. A separate google sheet spreadsheet is completed by each investigator as it relates to the Goals and Strategies selected and those performed but not part of elected goals. The spreadsheet mirrors the progress report Goals and Strategies section and it tabulates the activity automatically. The Commander reviews this data for accuracy and completeness. The Administrative Assistant then enters the data into the Task Force Data Base. The data is then compiled into monthly reports. Each quarter the data is compared to the Project Goals, set forth in the Task Force Grant, to insure it is meeting or exceeding its goals. Should the Task Force not meet a goal in a given quarter, corrective action is taken. At the end of the Grant Cycle, the End of Year Report is compiled and again compared to the Proposed Project Objectives to determine if all objectives set were achieved. The End of Year Report is then forwarded to the MVCPA, as well as reviewed by the Board of Directors and the Task Force Commander's DPS Chain of Command. The participating agencies and Task Force Commander review the work of Investigators, statistics, and data collected for the UCR to determine the effectiveness of the programs, and where goals need to be shifted.

- 4.2 Provide any other suggested measures that would better reflect the law enforcement or prevention work that the proposed program will perform. If the suggested measure fits into one of the stated goals above please indicate.

None

TxGMS Standard Assurances by Local Governments

- ☒ We acknowledge reviewing the TxGMS Standard Assurances by Local Governments as promulgated by the Texas Comptroller of Public Accounts and agree to abide by the terms stated therein.

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Current Documents in folder

[Resolution.pdf](#) (8/28/2024 1:43:24 PM)

[Signed Statement of Grant Award.pdf](#) (8/28/2024 1:43:37 PM)

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Interlocal Agreement SB 224 2024
State of Texas

This Agreement is entered into by and between the County of Smith, a political subdivision of the State of Texas, hereinafter referred to as "County" and the City of Tyler, a municipal corporation situated in Smith County, Texas, hereinafter called "City" pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, the County and City have the objective to participate in a combined task force funded by the Motor Vehicle Crime Prevention Authority (MVCPA) of the State of Texas, in the amount of \$185,804.00 for the East Texas Auto Theft Task Force, and,

WHEREAS, the City has agreed to contribute the total of \$0.00 in matching funds if said grant application is approved; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, the County and City believe it to be in their best interests to continue a multijurisdictional MVCPA Task Force; and

WHEREAS, the County and City agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE

1.01 The purpose of this Agreement is to allow the County (Grantee) to file an application for a grant with the Motor Vehicle Crime Prevention Authority (Agency), which application is attached hereto as Exhibit "A" and made a part hereof for all purposes.

ARTICLE II. TERM

2.01 The term of this Agreement is to commence on September 1, 2024 and to end August 31, 2025.

ARTICLE III. CONSIDERATION

3.01 As consideration for this Agreement, the City (sub-grantee) agrees to contribute a total of \$0.00 in matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash/Paid/In Lieu of/In kind)
Travel	\$0.00	No Cash Match, 100% MVCPA
Equipment	\$0.00	No Cash Match, 100% MVCPA
Direct Operating Expenses	\$0.00	No Cash Match, 100% MVCPA

ARTICLE IV. ALLOCATION OF FUNDS

4.01 The specific allocation of the County and City fund is set out in the attachment to this Agreement, marked as **Exhibit "B" Grant Application**, and made a part hereof for all purposes.

ARTICLE V. EQUIPMENT

5.01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert to the applicant. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

ARTICLE VI. AMENDMENTS

6.01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

ARTICLE VII. LEGAL CONSTRUCTION

7.01 In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VIII. UNIFORM ASSURANCES

8.01 In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the following uniform assurances:

Byrd Anti-Lobbying Amendment- Grantee certifies that no federal appropriated funds have been paid or will be paid to any person or organization 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 on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Grantee to conduct such lobbying activities, the prescribed disclosure form shall promptly be filed. In accordance with 31 U.S.C. § 1352(b)(5), Grantee acknowledges and agrees that it is responsible for ensuring that each sub-grantee certifies its compliance with the expenditure prohibition and the declaration requirement.

Child Support Obligation- Grantee represents and warrants that it will include the following clause in the award documents for every sub-award and subcontract and will require sub-recipients and contractors to certify accordingly: Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

Clean Air Act & Federal Water Pollution Control Act- Grantee represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Compliance with Laws, Rules and Requirements- Grantee represents and warrants that it will comply, and assure the compliance of all its sub-recipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law,

program requirements, and other administrative requirements. In instances where multiple requirements apply to Grantee, the more restrictive requirement applies.

Contract Oversight- Grantee represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Contract Work Hours & Safety Standards Act- Grantee represents and warrants that it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Cybersecurity Training Program- Grantee represents and warrants its compliance with § 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If Grantee has access to any state computer system or database, Grantee shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with § 2054.5192 of the Government Code.

Davis-Bacon Act and the Copeland Act- Grantee represents and warrants that it will comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction") and the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874).

Debarment and Suspension- Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Debts and Delinquencies- Grantee agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas.

Disaster Recovery Plan- Upon request of Agency, Grantee shall provide copies of its most recent business continuity and disaster recovery plans.

Disclosure of Violations of Federal Criminal Law- Grantee represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

Disclosure Protections for Certain Charitable Organizations, Charitable Trusts & Private Foundations- Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

Dispute Resolution- The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

Excluded Parties- Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

Executive Head of a State Agency Affirmation- Under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Grantee represents that no person who served as an executive of Agency, in the past four (4) years, was involved with or has any interest in the contract or grant.

If Grantee employs or has used the services of a former executive of Agency, then Grantee shall provide the following information in the Response: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with Grantee, and the date of employment with Grantee.

Funding Limitation- Grantee understands that all obligations of Agency under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to Agency if such funds are not appropriated or become unavailable.

Governing Law & Venue- This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

Indemnification- to the extent permitted by law Grantee shall defend, indemnify and hold harmless the state of Texas and agency, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Grantee or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the contract and any purchase orders issued under the contract. The defense shall be coordinated by Grantee with the office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit and Grantee may not agree to any settlement without first obtaining the concurrence from the office of the Texas Attorney General. Grantee and agency agree to furnish timely written notice to each other of any such claim.

Law Enforcement Agency Grant Restriction- Grantee on behalf of East Texas Auto Theft Task Force is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

Legal Authority- Grantee represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of the Response, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Response and to provide such additional information as may be required.

Lobbying Expenditure Restriction- Grantee represents and warrants that Agency's payments to Grantee and Grantee's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures

No Conflicts of Interest State- Grantee represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Grantee shall promptly notify Agency.

No Waiver of Sovereign Immunity- The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by the Agency or the State of Texas of any immunities from suit or from liability that the Agency or the State of Texas may have by operation of law.

Open Meetings- Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

Texas Public Information Act- Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State pursuant to the contract or grant, 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 State.

Reporting Compliance- Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

Records Retention State Grant- Grantee shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Agency reserves the right to direct a Grantee to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possess longer term retention value. Grantee must include the substance of this clause in all subawards and subcontracts.

Reporting Suspected fraud and Unlawful Conduct- Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

State Auditor's Right to Audit- The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract 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. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Sub-award Monitoring- Grantee represents and warrant that it will monitor the activities of the sub-grantee as necessary to ensure that the sub-award is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the sub-award, and that subaward performance goals are achieved.

ARTICLE X. FINANCIAL ADMINISTRATION

10.01 In accordance with §783.006 of the Texas Government Code Standard Financial Management Conditions the prescribed are applicable to all grants and agreements executed between affected entities:

Financial reporting- Accurate, current, and complete disclosure of the financial results of grant related activities must be made in accordance with the financial reporting requirements of the grant.

Accounting records- Grantee will maintain records, which adequately identify the source and application of funds, provided for grant related activities. These records will contain information pertaining to grant awards and obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Internal control- Effective control and accountability will be maintained for all grant cash, real and personal property, and other assets. Grantee will safeguard all such property and assure that it is used for authorized grant purposes.

Page Budget control- Actual expenditures will be kept within budgeted amounts for each grant.

Allowable cost- Applicable cost principles, agency program regulations, and the terms of grant agreements shall be followed in determining the reasonableness, allowability, and allocability of costs.

Source documentation- Accounting records must be supported by such source documentation as checks, paid bills, payroll records, receipts, timesheets, travel vouchers, and other records, etc. These source documents must be retained and made available for MVCPA staff when requested.

Cash management- Grantee will establish reasonable procedures to ensure the receipt of reports on cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency.

Reimbursement Grant- All expenditures reported will be based on actual amounts paid and documented. Reporting budgeted amounts or estimated costs as expenditures are not permitted and if used may result in payment suspension and possible termination of the grant.

Costs Incurred outside the Program Period- Grant funds may not be obligated prior to the effective date without written permission of the MVCPA director or subsequent to the termination date of the grant period. All obligations must be consistent with the Statement of Grant Award and used for statutorily authorized purposes.

ARTICLE XI. COMPLIANCE

11 .01 Grantee and subgrantee will comply with state law, program rules and regulations and the Statement of Grant Award. In addition, Grantee and sub-grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. Information, guidance and program rules can be found in the Motor Vehicle Crime Prevention Authority Grant Administrative Manual and if not found in the administrative manual then grantee and subgrantee must follow the Texas Grant Management Standards maintained under the authority of the Texas Comptroller of Public Accounts. These grant management standards are used by the Motor Vehicle Crime Prevention Authority in the administration of the MVCPA grant program.

Sub-grantee Monitoring and Management- The local government must monitor the activities of the sub-grantee as necessary to ensure that sub-award performance goals are achieved and the sub-award is used for authorized purposes, in compliance with state law, rules, and the terms and conditions of the sub-award. Monitoring of the sub-grantee must include:

- (1) Reviewing financial and performance reports required by the local government.
- (2) Following-up and ensuring that the sub-grantee takes timely and appropriate action on all deficiencies pertaining to the sub-award provided to the sub-grantee from the local government detected through audits, on-site reviews, and other means.

- (3) Issuing a management decision for audit findings pertaining to the sub-award provided to the sub-grantee from the local government as required.

ARTICLE XII. ENTIRE AGREEMENT

12.01 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all parties.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2024.

County of Smith by:



Neal Franklin, County Judge

3/4/25

Date Signed

ATTEST:



County Clerk

City of Tyler by:

City Manager

Date Signed

ATTEST:

City Clerk

The Application was submitted by Neal Franklin at 5/8/2024 10:31:07 AM and is now locked.
The confirmation Number is 2024050800261.

Primary Agency / Grantee Legal Name: *Smith County*
Organization Type: *Law Enforcement*
Organization ORI (if applicable): *TX2120000: SMITH CO SO*

Program Title Please enter a short description of the proposed program that can be used as the title.
Smith County - East Texas Auto Theft Task Force

Application Category (See **Request for Applications [RFA]** for category details and descriptions RFA Priority Funding Section):

☒ **New Grant - 2024** is the first year of the MVCPA Catalytic Converter Program Grants. All 2024 grant applicants use the new grant category.

MVCPA Program Category (see RFA and TAC 43, 3 §57.14). Check all that apply.

- ☒ Law Enforcement, Detection and Apprehension
☐ Prosecution, Adjudication and Conviction
☒ Reduction of the Theft of Catalytic Converters
☐ Education Programs and Marketing

Taskforce Grant Participation and Coverage Area

Provide a General Description of the Participating and Coverage Area of this Grant Application

The (Smith County) East Texas Auto Theft Task Force includes the participating agencies of Smith, Henderson, Rusk, and the City of Tyler, Texas. The ETATTF coverage area includes the remaining 11 counties of the 14 County East Texas Council of Governments (ETCOG): Anderson, Camp, Cherokee, Gregg, Harrison, Marion, Panola, Rains, Upshur, Van Zandt, and Wood.

Define in the tables below the grant relationships and geographic area of the Catalytic Converter program:

Applicant will add the participating and coverage agencies from the ORI list below. If an agency is not in the ORI list, please include the agency and role in the general description above. Make sure to follow the definitions below and select an agency in the dropdown. Use the *Add as Participating Agency* or *Add as Coverage Agency* button to populate the list.

Participating Agencies are agencies that materially participate in the grant application through the exchange of funds for reimbursement and cash match. Participating agencies are defined after the grant award by interlocal/interagency agreements. Each applicant must select their own agency first. Then select agencies that will receive or provide funding and/or resources. [Note: Interlocal/interagency agreements do not need to be submitted with the application. Interlocal agreements will need to be executed prior to the first payment being made if selected for a grant. Letters of support with the application from the participating agencies are strongly recommended.]

Coverage Agencies are agencies that provided some level of coverage, assistance or support by this grant application but will not materially exchange funds as cash match or reimbursement. The coverage is not supported by an after the award with interlocal/interagency agreements. Coverage agencies as law enforcement agencies may have jurisdictional coverage agreements unrelated to the grant (Ex. City Y is within County X or vice versa). Agencies selected in this list include agencies that will be covered or where the agency indicates that their agency will coordinate or call upon the program. Letters of support with the application from the participating agencies are strongly recommended.

Select Agencies to Add	Participating Agencies	Coverage Agencies
Select Agencies Not associated with any law enforcement enti Andrews Andrews ANDREWS CO SO [TX0020000] ANDREWS PD [TX0020100] Angelina ANGELINA CO SO [TX0030000]	HENDERSON CO SO RUSK CO SO (IBR) SMITH CO SO TYLER PD(MIP)(IBR)	ANDERSON CO SO (AE) PALESTINE PD FRANKSTON PD CAMP CO SO PITTSBURG PD (AE) CHEROKEE CO SO JACKSONVILLE PD RUSK PD (IBR)
Add as Participating Agencies Add as Coverage Agencies	Delete Selected	Delete Selected

☒ **Other Coverage** (Use if ORI not listed or explanation is necessary.):

The ETATTF also provides assistance to all DPS CID Special Agents, DPS troopers in the coverage area and DPS regulatory services division

- ☐ **National Insurance Crime Bureau (NICB)** Used as Match (Documentation and time certification required.)
☒ **Texas Department of Public Safety (DPS)**
☐ **Other State or Federal Agency** (specify:)

Resolution: Complete a Resolution and submit to local governing body for approval. [Sample Resolution](#) is found in the Request for Application or send a request for an electronic copy to grantsMVCPA@txdmv.gov. The completed and executed Resolution must be attached to this on-line

application.

Grant Budget Form

MVCPA recommends that the applicant complete the total costs (MVCPA and Cash Match combined) for this program. The applicant can then enter the desired amount of Cash Match (not less than 20% per TAC Title 43, Â§57.36). The system will then calculate the correct grant and match amounts.

Budget Entry Option:

- Enter Total and let system calculate MVCPA Funds and Cash Match, Match Percentage: 0 %
- Enter MVCPA and Cash Match Amounts

Click on category name to edit budget detail for that category.

Budget Category		MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match	
<u>Personnel</u>						
<u>Fringe</u>						
<u>Overtime</u>						
<u>Professional and Contract Services</u>						
<u>Travel</u>		\$3,904		\$3,904		
<u>Equipment</u>		\$181,400		\$181,400		
<u>Supplies and Direct Operating Expenses (DOE)</u>		\$500		\$500		
Total		\$185,804		\$185,804		
Cash Match Percentage			0.00%			
Description	Subcategory	Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
Personnel						
Total Personnel						
Fringe						
Total Fringe						
Overtime						
Total Overtime						
Professional and Contract Services						
Total Professional and Contract Services						
Travel						
Training/Investigation MVCPA Conference	Law enforcement In-State		\$2,440		\$2,440	
Class cat conv. training	Law enforcement In-State		\$1,464		\$1,464	
Total Travel			\$3,904		\$3,904	
Equipment						
new 4x4 crew cab pickup truck/make ready			\$47,000		\$47,000	
new laptop computer/docking stations x4			\$20,400		\$20,400	
Radar Speed trailer with LPR X2			\$114,000		\$114,000	
Total Equipment			\$181,400		\$181,400	
Supplies and Direct Operating Expenses (DOE)						
Field Supplies			\$500		\$500	
Total Supplies and Direct Operating Expenses (DOE)			\$500		\$500	

Budget Narrative

E. Travel

Motor Vehicle Crime and Cat. Conv. theft Training at the MVCPA Conference in July of 2024, four Investigators at \$122.00 per night x five nights = 2440. Cat Converter training in state for 4 investigators at \$122.00 per night x 4 investigators x three nights

F. Equipment

Budget Narrative

Task force request \$47,000.00 to purchase a new 4x4 pickup truck from MVCPA for motor vehicle crimes and catalytic converter theft prevention and enforcement of applicable rules and laws. Included is a toolbox and laptop mount, lights and radio charger. The new truck would be used by a TF investigator to travel and work out of performing daily duties, including business and metal recyclers inspections. TF request funding for \$20,400.00 to replace aging and problematic laptop computers/software, desk and vehicle docking stations that were purchased by Smith county 4 years ago for TF investigators. These computers would be used in the investigation of motor vehicle crimes and catalytic converter theft investigations and training. TF requests Funds for the purchase of a two (2) Radar Speed trailer with LPR and cell and Sims service, that would be utilized outside or near metal recyclers and areas where cat conv thefts have and are occurring. LPR could also be used to identify stolen vehicles and stolen parts offenders and offenders vehicle when not deployed specifically for cat converter thefts and investigations. Prices range from and estimated \$45,000 - \$57,000 per unit depending on the vender and outfitting of the LPR/Radar trailers. Pricing may be cheaper if two units are approved and purchased.

G. Supplies and Direct Operating Expenses (DOE)

Task Force request funding for supplies to include but not limited to paint, etching equipment, hand and electric tools, towels etc. These tools would be used as a prevention method by marking converter by those that make a request, and if public marking events are held.

Revenue

Indicate Source of Cash and In-Kind Matches for the proposed program. Click on links to go to match detail pages for entry of data.

[Cash Match](#)

[In-Kind Match](#)

Reported Cases	Statistics to Support Grant Problem Statement	
	2022	2023
	Catalytic Converter Theft	Catalytic Converter Theft
Jurisdiction		
Tyler PD	112	47
Smith County	48	52
Rusk County	0	0
Henderson County	15	0

[Add/Edit Statistics](#)

Application Narrative

Grant Introduction (Executive Summary) and General Information

- 1.1 Briefly describe the organization and program operation. Provide a high level summary to the application and how it will affect the local community. (500 words or less)

The Smith County - East Texas Auto Theft Task Force was established in the early 1990's and was one of the original Task Forces to receive a grant. The multi-jurisdictional Task Force is currently comprised of five participating law enforcement agencies that include Smith County, Rusk County, Henderson County, the City of Tyler, and The Texas Department of Public Safety. The Smith County District Attorney's Office participates by providing a cash match for an administrative assistant. The Task Force has as its Project Manager a Lieutenant provided by the Texas Department of Public Safety, Criminal Investigations Division, who has specialized training from the Department in motor vehicle theft crimes. There are four full time criminal investigators assigned to the multi-jurisdictional Task Force from the four participating agencies, dedicating 100% of their time as Task Force Investigators. These Investigators are licensed Texas Peace Officers with extensive specialized training in vehicle crimes investigation. Combined, these investigators, including the program manager, have over 100 years of experience as law enforcement officers and over 50 years of extensive specialized training as vehicle crimes investigators. The Investigators assigned to the ETATTF are some of the only Investigators with specialized training in motor vehicle theft and vehicle identification, with the exception of few. The Task Force serves a three county project area with a population of approximately 365,688 (2022 Tex. demographics). Within the three county project areas, there are 376,109 registered motor vehicles (2021 DMV). The Task Force, since its inception, has included the 14 counties within the East Texas Council of Governments (ETCOG) service area to answer calls for assistance. The population within the 14 counties that make up the ETCOG is 867,823 (2022 Tex. Demographics) and there are 860717 registered vehicles (2021 DMV). The East Texas Auto Theft Task Force has been able to retain highly trained auto crimes investigators who have been assigned to the Task Force for years. This allows Task Force Investigators to develop and maintain professional relationships with law enforcement, industry, citizens, and business owners. It is the intent of the ETATTF through this application to continue to serve the members of our community and state by carrying out the following programs made possible by MVCPA. While TF Investigators devote the majority of their efforts to the detection, investigation, recovery of stolen vehicles, and the arrest of vehicle crimes suspects, Investigators perform many other functions. TF Investigators are involved in prevention of vehicle related crimes by participating in community events, National Nights Out, college events, distributing literature, conducting 68-A Inspections, assist investigating catalytic converter theft, and conduct business/MR inspections. TF Investigators engage in educating the public by speaking at public events and meetings for organizations. The effect of the programs carried out by TF Investigators has an impact that ranges from emotional to economic. The citizens of our community know that there are Investigators with specialized training that investigate and apprehend vehicle crimes offenders. Law enforcement agencies know there are TF investigators who can be called on anytime to assist with vehicle related crimes and vehicle identification. Having a dedicated unit to address vehicle crimes has been invaluable to law enforcement and the community. Existing for 30 years, and continually receiving the support of local Sheriffs, Police Chiefs, District Attorneys.

- 1.2 Describe the taskforce governing, organization and command structures. Include a description of the nature of support and agreements that will be in place if the grant is awarded. Provide any details unique to the taskforce organization or geographical target area. Describe whether any part of this grant will be directed to serve a specific target population (or subset of the community)?

The ETATTF is governed by a Board of Directors that was formed to allow agencies participating in the Task Force to monitor the effectiveness and efficiency of their personnel assigned to the Task Force, as well as that of the Task Force as a unit. The Board is composed of the Smith County District Attorney, the Smith County Sheriff, the City of Tyler Police Chief, the Rusk County Sheriff and the Henderson County Sheriff and the Smith County Judge as the authorized official. The Texas Department of Public Safety is represented through the Commander of the Task Force. Board meetings are scheduled on an as-needed basis by the Task Force Commander. The Commander maintains communication with the Board and keeps them apprised of Task Force activities. The Board has been instrumental in garnering support from State Representatives and Senators to sponsor legislation in support of the East Texas Auto Theft Task Force and MVCPA. It is the goal of both the Board and the Task Force to insure that the funds allocated to the Task Force by the MVCPA are used wisely and effectively to address the problem of vehicle crimes in the Project Area. The Commander of the Task Force assigns investigations from requesting agencies and organizations as they are made. Task Force Meetings are generally held weekly to discuss cases, intelligence, and significant activities. Each Investigator is assigned specific counties outside the project area to respond to calls for assistance and to conduct inspections and presentations. Many of the calls for assistance are made directly from agency investigators to Task Force Investigators as relationships have been established over many years. Outside the project area, most counties are rural with few investigators and none with specialized training in investigating auto crimes or identifying vehicles. A cooperative work agreement has been signed by all participating agencies and all will sign an inter-local agreement. There is no intent to serve a specific target population.

Grant Problem Statement

- 2.1 Provide an assessment of the Catalytic Converter Theft problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

The ETATTF coverage area as it relates to catalytic converter and the theft of parts includes the 14 counties in the ETCOG and all the municipalities within. The combined population for the 14 counties was 867,823 in 2022 per Cubit. According to the State's supplemental data in NIBIRS, these agencies reported 439 incidents of stolen parts in 2021. In 2022 there were more theft of parts at 576 and 175 incidents of catalytic converter thefts. The cost associated with Theft of parts in the 14 county area was \$1,343,682 in 2022. The theft of catalytic converters/parts is often difficult to track and sporadic in nature. The city of Tyler is the only agency that tracks actual CC thefts cases by coding, with 112 incidents in 2022 and 47 in 2023. The Smith County SO per their analyst reported 48 CC thefts in 2022, and 52 CC theft in 2023. This is believed to be a low non-accurate representation of the CC Theft problem in the area. Many of which have multiple thefts per case reported and many thefts go unreported. The other participating agencies have not tracked CC theft specifically, but will attempt to institute a coding system in the future. The Task Force has identified the majority of catalytic converter thefts occur at apartment complexes, and venues with large parking lots. In our community, large industries such as hospital parking lots, businesses complexes, apartment complexes, and sporting locations draw large numbers of vehicles and people. These have historically been locations where a thief or thieves can remain anonymous and blend in with the law abiding public to commit catalytic converter thefts and vehicle burglaries. They are able to target vehicles, wait until no one is around and then commit the crime(s). The cost of having vehicle parts stolen can cause a victim to spend countless hours away from work or family trying to repair the damage, not to mention real monetary losses associated with the theft.

Grant Goals and Activities

There are two parts to this section: 1) Functions of Proposed Program and 2) Goals Strategies and Activities (GSA). In the following boxes, describe the functions of the proposed program and then complete a fillable form called GSA.

MVCPA programs must completely describe the actions, methods and tactics that law enforcement and civilian staff will perform for each of the categories below. Describe the reliance on technology or other program elements to solve the problem statement above and goals below. Functions must be detailed and consistent with the requested budget. If a grant is awarded, funds expended towards activities not described in this section will result in the reimbursement being denied.

Part 1

- 3.1 Functions of the proposed program related to Catalytic Converter Theft from a motor vehicle.

To combat the problem of catalytic theft and vehicle parts in our project area, the ETATTF will take a proactive and reactive approach. Task Force Investigators believe that educating the citizens of our community is the most effective means of combatting vehicle burglaries and thefts through public awareness - the more people who are aware of the risks and know simple solutions, the more they can minimize their exposure to catalytic converter thefts, BOV and vehicle thefts. Though TF investigators primary function is vehicle theft driven, TF investigators will investigate actionable cases of catalytic converter thefts, stolen parts, make arrests, and present cases for prosecution. Task Force Investigators will seek opportunities and collaborate with other law enforcement agencies with intelligence sharing to prevent catalytic thefts, vehicle burglaries, parts thefts, solve investigations and arrest suspects. The Task Force Investigators have established a large network with other investigators throughout the East Texas area. Information will be shared through intelligence meetings, calls, and emails with many jurisdictions concerning catalytic converter thefts and suspects and other vehicle crimes. The Task Force will continue to collaborate with local and state law enforcement agencies including DPS Regulatory to combat catalytic converter thefts and conduct regulatory inspections of metal recyclers. Task Force Investigators and participating agencies will deploy a LPR's near recycler facilities and areas determined to have high incidents of CC thefts. Task Force Investigators in collaboration with partners can conduct Etching programs. Business inspections of salvage yards, metal recyclers, and auto repair shops will be performed to combat catalytic converter and vehicle parts thefts.

- 3.4 Functions of the proposed program related to preventing Catalytic Converter Theft

The East Texas Auto Theft Task Force believes citizens educated in vehicle crimes can be the best allies in preventing catalytic converter thefts, burglaries of vehicles, vehicle thefts, and crime in general. Citizens who employ simple, common sense strategies to harden their property, themselves, and their assets against theft are exponentially less likely to become victims. They become assets in and of themselves by being aware of their surroundings and their exposure. By conducting crime prevention educational presentations to different venues the Task Force Investigators begin this educational process. Task Force Investigators seek to deliver these presentations to civic organizations, church groups, clubs, neighborhood watch groups or any individual who asks. Information is presented on trends to combat specific problems in the area. Ideas on strategies of preventing vehicle crimes and crime in general are discussed. MVCPA literature and promotional items are distributed to participants and are placed at many public building throughout the East Texas area. Task Force Investigators attend "National Night Out" events,

community events, festivals, tradeshows, and college campuses. TF investigators set up booths and display vehicles, banners and signs. It's a great opportunity to meet with individuals at these events to share ways of protecting one's property from theft and fraud related activities. The Task Force will utilize different forms of media when applicable in preventing catalytic converter thefts and vehicle crimes. Task Force Investigators give interviews to the news media by commenting on particular crimes or addressing the issue of a particular crimes to be prevented.

- 3.6 Collaboration Effort -- Describe the taskforce method to collaborate, and not duplicate existing activities. Describe the cross boundaries regional approach to grant activity implementation. Describe how the applicant staff and jurisdiction will coordinate with other taskforces and law enforcement agencies to implement this program.

The East Texas Auto Theft Task Force is the only Task Force in the State with a DPS, Criminal Investigations Division, Lieutenant, as the Commander. Because of my role as a DPS Investigator and Commander of the Task Force, I am able to bridge a gap and bring assets such as statewide networks of investigators, databases, training, technology, personnel to address vehicle crimes. The TF will assist and work with other agencies including DPS regulatory services to combat catalytic converter thefts. There is no duplication of activities as we do not cover the same area as many single agency task forces. Task Force Investigators having established relationships with local, state, and federal law enforcement and are often contacted, consulted, and brought into investigation involving vehicle crimes. Task Force Investigators attended quarterly multi-state and multi-agency ROCIC intelligence meetings to collaborate on cross jurisdictional vehicle theft and burglary trends and suspects. The Task Force seeks to coordinate its activities with other MVCPA Task Forces, as well as Agents employed by the Department of Public Safety and Agents employed by the National Insurance Crime Bureau. The ETATTF will continue to seek and share intelligence regarding catalytic converter thefts and motor vehicle crimes with other local agencies and MVCPA funded programs to stop auto related crimes. Because most of our region is comprised of rural communities and municipalities, these law enforcement agencies have little if any specialized training and are generally understaffed. Task Force Investigators will continue to coordinate and collaborate on investigation within our region by analyzing data when available to target catalytic converter thefts and vehicle crimes in these jurisdictions. The ETATTF utilizes several local intel exchanges covering this region and areas outside our coverage area that share information of theft suspects and BOLO's.

- 3.7 If the proposed application requests any exceptions or deviation from any general grant rules, RFA conditions or grant administrative policy, please indicate in the section below. Indicate the section of the specific issue and citation that you are asking the MVCPA to consider and the rational for the request.

Smith County - East Texas Auto Theft Task Force makes application for this SB224 Grant with the understanding that there will be no cash match for equipment purchased in the first year of the approved grant.

Part II

Goals, Strategies, and Activities

Select Goals, Strategies, and Activity Targets for the proposed program described in the application.

Click on the link above to open a new table called Goals, Strategies, and Activity. Applicants will review the statutory and optional activities. The first section is the statutory measures. Grantees may not provide targets for this section but need to review the descriptions to ensure that they understand the statutory minimum requirements associated with this grant. Applicants will then review the other items and estimate targets for only the activities that the applicant has described and plans to complete under this application.

ID	Activity	Measure	Target
Measures for Grantees. Add Target values for those that you will measure.			
1	Goal 1: Reduce the Incidence of Catalytic Converter Theft through Enforcement Strategies		
1.1	Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Catalytic Converter Theft		
1.1.1	Identify groups of catalytic converter theft offenders through intelligence gathering, crime analysis and the use of informants	Number of catalytic converter theft groups identified. Include gangs, cartels or other criminal enterprise with two or more members	2
1.1.2	Identify and document/record prolific Catalytic Converter Theft offenders [Prolific is defined as "linked to Catalytic Converter Theft offenses three or more times"]	Number identified/documented offenders	
1.1.5	Conduct inspections of local businesses related to vehicle enterprise (transportation code or occupation code authorized companies such as salvage yard, repair shop, parts recycling center, used car dealership, salvage rebuilder, title service company, other).	Number of businesses inspected	6
1.1.6	Conduct bait vehicle operations that target Catalytic Converter Theft offenders	Number of bait vehicle deployments. Include Catalytic Converter Theft bait operations here.	
1.1.8	Deploy license plate readers (LPR)	Number of times LPR deployed. Deploy: If stationary unit then total number of days or partial days unit was operable and on. Mobile unit number of days the unit was on and operable.	6
1.1.9	Respond to taskforce license plate reader (LPR) alert notifications	Number of times investigators responded to taskforce LPR alert notifications regardless of whether vehicle was located	10
1.1.12	Conduct covert operations targeting Catalytic Converter Theft offenders	Number of covert operations	4

ID	Activity	Measure	Target
1.1.13	Conduct warrant "round-up" operations targeting catalytic converter crime offenders, including people wanted for Catalytic Converter Theft	Number of warrant round-up operations performed	Catalytic Converter Theft
1.1.15	Increase the recovery rate of stolen motor vehicle Catalytic Converter Theft	Report the number of Catalytic Converters recovered by taskforce	
1.1.16	Increase the clearance rate of Catalytic Converter Theft	Report the number of Catalytic Converter Theft cases cleared	
1.1.17	Increase the number of persons arrested for Catalytic Converter Theft	Report the number of persons arrested for Catalytic Converter Theft by taskforce	
1.2	Strategy 2: Conduct Collaborative Efforts that Result In Reduction of Incidents of Catalytic Converter Theft		
1.2.1	Provide Agency Assists for Catalytic Converter Theft	Number of agency assists related to catalytic converter theft. Assist means responding or answering questions via phone, e-mail, or in person. Providing recommendation, guidance, strategy, support or information that other LEOs will use to resolve their cases. The assist generally does not have the direct responsibility for an investigation nor uses LEO authority. The assist helps another LEO or agency investigate cases. Analysts and civilian employees will record their assists to outside LEOs and agencies met here along with officers.	10
1.2.2	Collaborate with other units or divisions (i.e. homicide, vice, narcotics, etc.) within the taskforce department(s) where there were crimes involving catalytic converter theft. Include all participating jurisdiction departments here.	Number of times collaborated within departments or SOs participating in taskforce related to Catalytic Converter Theft. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of Catalytic Converter Theft investigations.	4
1.2.3	Collaborate with all other outside LE agencies and other organizations that assist in the reduction of Catalytic Converter Theft. Include all coverage jurisdictions here	Number of times collaborated with coverage area agencies or other law enforcement agencies and organizations that assist in the reduction of Catalytic Converter Theft. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of Catalytic Converter Theft investigations	4
1.2.5	Conduct intelligence information-sharing (Personal attendance)	Number of intelligence meetings attended (include attending as presenter, participant or attendee)	4
1.2.6	Conduct intelligence information-sharing (Written information)	Crime analysis bulletins disseminated (include information distributed to law enforcement agencies via text, e-mail, or intra-net communications)	4
1.2.7	Collaborate with other MVCPA taskforces	Number of times collaborated with other MVCPA taskforces that assist in the reduction in Catalytic Converter Theft	0
3	Goal 3: Educate/Train Citizens and Qualified Personnel in Detection and Prevention of Catalytic Converter Theft		
3.1	Strategy 1: Conduct Public Awareness Related Activities Used to Educate Citizens		
3.1.1	Conduct educational outreach events (include trade show, exhibits, booths at community events, vehicle displays, brochures, etc.)	Number of outreaches	2
3.1.2	Conduct educational presentations to the public	Number of presentations. Presentation means in person, on-line, original written document, article, or webpage.	2
3.1.4	Conduct vehicle identification initiative/event	Number of etching events. Including catalytic converters.	
3.1.4.1	Conduct vehicle identification initiative/event	Number of Participants/Attendees Catalytic Converters Marked)	
3.1.5	Purchase advertisements in local outlets	Number of advertisements purchased or provided complimentary for taskforce. Include all types of media purchased or provided free (social, tv, utility inserts, billboards, transportation, etc.)	
3.1.7	Utilize social media outlets (Facebook, Twitter, Instagram, etc.)	Number of postings in social media outlets	8
3.1.8	Deploy outdoor public notification signage	Number of deployments per month (if sign remains several months, count as 1 deployment per month)	
3.1.10	Conduct media outreach, including, public service announcements, press releases, and interviews	Number of outreaches	
3.2	Strategy 2: Conduct Law Enforcement Training Activities to Educate Officers on Recognition and Apprehension of Stolen Vehicles and Property		

ID	Activity	Measure	Target
3.2.1	Conduct law enforcement training (TCOLE)	Number of classes provided for TCOLE credit	
3.2.3	Conduct vehicle crimes presentations to law enforcement agencies (non TCOLE)	Number of classes or presentations. Presentations may include electronic roll call documents, shift BOLOs and other written or presented materials based on local practices.	2

Grant Evaluation

- 4.1 Describe the local method and/or practice used to collect the data for reporting Goals, Strategies, and Activities and to evaluate the grant program effectiveness. Describe management and staff participation. Include descriptions of systems (forms and software) that will be used to ensure reliable and accurate data is collected and reported. Describe any other evaluation methods used in the applicant agency to determine effectiveness or cost efficiency of the program.

A Weekly Report of Investigative Activity is in use to capture the activities of each Task Force Investigator. The report reflects the number of theft and burglary cases assigned, arrests made, cases filed, cases cleared, vehicles inspected, altered vehicles identified, number of 68-A completed, agency assists, and the number of stolen vehicles and parts recovered and their value, and fraud related cases received or investigated. A narrative of each day's activity is also include in the report. A separate google sheet spreadsheet is completed by each investigator as it relates to the Goals and Strategies selected and those performed but not part of elected goals. The spreadsheet mirrors the progress report Goals and Strategies section and it tabulates the activity automatically. The Commander reviews this data for accuracy and completeness. The Administrative Assistant then enters the data into the Task Force Data Base. The data is then compiled into monthly reports. Each quarter the data is compared to the Project Goals, set forth in the Task Force Grant, to insure it is meeting or exceeding its goals. Should the Task Force not meet a goal in a given quarter, corrective action is taken. At the end of the Grant Cycle, the End of Year Report is compiled and again compared to the Proposed Project Objectives to determine if all objectives set were achieved. The End of Year Report is then forwarded to the MVCPA, as well as reviewed by the Board of Directors and the Task Force Commander's DPS Chain of Command. The participating agencies and Task Force Commander review the work of Investigators, statistics, and data collected for the UCR to determine the effectiveness of the programs, and where goals need to be shifted.

- 4.2 Provide any other suggested measures that would better reflect the law enforcement or prevention work that the proposed program will perform. If the suggested measure fits into one of the stated goals above please indicate.
None.

TxGMS Standard Assurances by Local Governments

- ☒ We acknowledge reviewing the TxGMS Standard Assurances by Local Governments as promulgated by the Texas Comptroller of Public Accounts and agree to abide by the terms stated therein.

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Current Documents in folder

[Resolution.pdf](#) (6/7/2024 9:37:23 AM)

[Signed Statement of Grant Award.pdf](#) (6/11/2024 3:31:57 PM)

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**FY25 Motor Vehicle Crime Prevention Authority
Statement of Taskforce Grant Award and Grantee Acceptance Notice**

Grant Number: **608-25-2120000**
 Grantee: **Smith County**
 Program Title: **Smith County-East Texas Auto Theft Task Force**
 Grant Award Amount: **\$426,986**
 Total Cash Match Amount: **\$85,401**
 In-Kind Match Amount: **\$153,315**
 Reimbursement Percent*: **83.33%**
 Grant Term: **September 1, 2024 to August 31, 2025**

Grant Budget Summary: Smith County (App ID: 293)

Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
Personnel	\$83,659	\$16,732	\$100,391	\$0
Fringe	\$16,894	\$3,379	\$20,273	\$0
Overtime	\$833	\$167	\$1,000	\$0
Professional and Contract Services	\$291,260	\$58,253	\$349,513	\$144,175
Travel	\$5,633	\$1,127	\$6,760	\$0
Equipment	\$2,000	\$400	\$2,400	\$0
Supplies and Direct Operating Expenses (DOE)	\$26,707	\$5,343	\$32,050	\$9,140
Total	\$426,986	\$85,401	\$512,387	\$153,315

*Reimbursement Percent: 83.33% - \$426,986 MVCPA amount / \$426,986- MVCPA amount + \$85,401- Cash Match)

That whereas, **Smith County** (hereinafter referred to as Grantee), has heretofore submitted a grant application in response to the Request for Application issued on April 12, 2024, to the Motor Vehicle Crime Prevention Authority, State of Texas, entitled **Smith County-East Texas Auto Theft Task Force** and further identified by grant number **608-25-2120000** and

Whereas, the Motor Vehicle Crime Prevention Authority has approved the grant application as evidenced by this FY25 Statement of Grant Award and certain special requirements from the Motor Vehicle Crime Prevention Authority dated **08/19/2024** and

Whereas, the Grantee desires to accept the FY25 grant award and use all funds for purposes and in compliance with the following requirements that are adopted in their entirety by reference:

- Texas Transportation Code Chapter 1006;
- Texas Administrative Code: Title 43; Part 3; Chapter 57;
- Texas Grant Management Standards (TxGMS) as promulgated by the Texas Comptroller of Public Accounts including TxGMS Standard Assurances by Local Governments and Standards for Financial and Program Management;
- The Request for Applications issued on April 12, 2024;

- The current Motor Vehicle Crime Prevention Authority Grant Administrative Manual and forms and subsequently adopted grantee instruction manuals and forms;
- The Final Adopted Application attached to this Statement of Grant Award; and
- The Approved Grant Budget Summary

Now, therefore, the Grantee accepts the FY25 Statement of Grant Award under the conditions above including the special requirements in the grant application and the Statement of Grant Award as evidenced by this agreement, executed by the official authorized to sign the original grant application, or the official's designated successor, as presiding officer of and on behalf of the governing body of this grantee; and

The Motor Vehicle Crime Prevention Authority has awarded the above-referenced grant subject to the availability of state funds. The approved budget is reflected in the above Approved Grant Budget Summary. This grant is subject to and conditioned upon the acceptance of the MVCPA Grant Administrative Guide promulgated for this specific program fund (referenced above) by the Motor Vehicle Crime Prevention Authority. Applicable special conditions are listed below.

Special Conditions and Requirements (MVCPA will only apply special conditions to applicable jurisdictions):

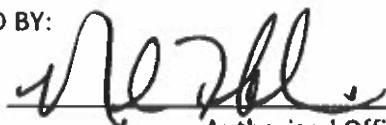
X **Non-Supplanting** - The grantee agrees that funds will be used to supplement, not supplant, funds that would otherwise be available for the activities under this grant. This includes demonstrating that new funded positions will be added to the department and not replacing local funds with state funds.

X **Intelligence Sharing** - The grantee is required to ensure that Law Enforcement personnel funded in whole or in part by this grant actively participate in Law Enforcement intelligence sharing webinars and Motor Vehicle Crime Investigator Virtual Command Centers organized and promoted on behalf of the MVCPA program operation and statewide collaboration.

X **Multi-Agency Grant** - The grantee is required to complete and maintain interlocal agreement with all participating subgrantees as required by law and TxGMS. The grantee must complete a process to monitor and ensure grant compliance of subgrantees. The grantee must maintain the process locally and document compliance with that plan.

X **Multi-agency Grant Operational Plan** - The grantee is required to provide an operational plan describing the communication process with participating and coverage jurisdictions. The operational plan must include how meetings are held, how often, and whether meetings are held in person or remotely. The grantee must report meetings in quarterly progress reports.

APPROVED AND ACCEPTED BY:


Authorized Official

NEAL FRANKLIN - COUNTY JUDGE
Printed Name and Title

8/27/24
Date Signed



**FY25 SB224 Catalytic Converter Grant
Motor Vehicle Crime Prevention Authority
Statement of Grant Award and Grantee Acceptance Notice**

Grant Number:	224-25-2120000
Grantee:	Smith County
Program Title:	Smith County - East Texas Auto Theft Task Force
Grant Award Amount:	\$26,667
Total Cash Match Amount:	\$5,333
In-Kind Match Amount:	\$0
Reimbursement Percent*:	83.33%
Grant Term:	September 1, 2024 to August 31, 2025

Grant Budget Summary: Smith County (App ID: 344)

Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
Personnel	\$0	\$0	\$0	\$0
Fringe	\$0	\$0	\$0	\$0
Overtime	\$0	\$0	\$0	\$0
Professional and Contract Services	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0
Supplies and Direct Operating Expenses (DOE)	\$26,667	\$5,333	\$32,000	
Total	\$26,667	\$5,333	\$32,000	

*Reimbursement Percent: 83.33% - \$26,667- MVCPA amount / \$26,667- MVCPA amount + \$5,333- Cash Match)

That whereas, **Smith County** (hereinafter referred to as Grantee), has heretofore submitted a grant application in response to the Request for Application issued on May 13, 2024 to the Motor Vehicle Crime Prevention Authority, State of Texas, entitled **Smith County - East Texas Auto Theft Task Force** and further identified by grant number **224-25-2120000** and

Whereas, the Motor Vehicle Crime Prevention Authority has approved the grant application as evidenced by this FY25 Statement of Grant Award and certain special requirements from the Motor Vehicle Crime Prevention Authority dated **08/22/2024** and

Whereas, the Grantee desires to accept the FY25 grant award and use all funds for purposes and in compliance with the following requirements that are adopted in their entirety by reference:

- Texas Transportation Code Chapter 1006;
- Texas Administrative Code: Title 43; Part 3; Chapter 57;
- Texas Grant Management Standards (TxGMS) as promulgated by the Texas Comptroller of Public Accounts including TxGMS Standard Assurances by Local Governments and Standards for Financial and Program Management;

- The Request for Applications issued on May 13, 2024;
- The current Motor Vehicle Crime Prevention Authority Grant Administrative Manual and forms and subsequently adopted grantee instruction manuals and forms;
- The Final Adopted Application attached to this Statement of Grant Award; and
- The Approved Grant Budget Summary

Now, therefore, the Grantee accepts the FY25 Statement of Grant Award under the conditions above including the special requirements in the grant application and the Statement of Grant Award as evidenced by this agreement, executed by the official authorized to sign the original grant application, or the official's designated successor, as presiding officer of and on behalf of the governing body of this grantee; and

The Motor Vehicle Crime Prevention Authority has awarded the above-referenced grant subject to the availability of state funds. The approved budget is reflected in the above Approved Grant Budget Summary. This grant is subject to and conditioned upon the acceptance of the MVCPA Grant Administrative Guide promulgated for this specific program fund (referenced above) by the Motor Vehicle Crime Prevention Authority. Applicable special conditions are listed below.

Special Conditions and Requirements (MVCPA will only apply special conditions to applicable jurisdictions):

X **Non-Supplanting** - The grantee agrees that funds will be used to supplement, not supplant, funds that would otherwise be available for the activities under this grant. This includes demonstrating that new funded positions will be added to the department and not replacing local funds with state funds.

X **Intelligence Sharing** - The grantee is required to ensure that Law Enforcement personnel funded in whole or in part by this grant actively participate in Law Enforcement intelligence sharing webinars and Motor Vehicle Crime Investigator Virtual Command Centers organized and promoted on behalf of the MVCPA program operation and statewide collaboration.

X **Multi-agency Grant Operational Plan** - The grantee is required to provide an operational plan describing the communication process with participating and coverage jurisdictions. The operational plan must include how meetings are held, how often, and whether meetings are held in person or remotely. The grantee must report meetings in quarterly progress reports.

X **Multi-agency grant** - The grantee is required to complete and maintain interlocal agreement with all participating subgrantees as required by law and TxGMS. The grantee must complete a process to monitor and ensure grant compliance of subgrantees. The grantee must maintain the process locally and document compliance with that plan.

APPROVED AND ACCEPTED BY:



 Authorized Official

NEAL FRANKLIN - COUNTY JUDGE

 Printed Name and Title

8/27/24

 Date Signed



**FY24 SB224 Catalytic Converter Grant
Motor Vehicle Crime Prevention Authority
Statement of Grant Award and Grantee Acceptance Notice**

Grant Number: **224-24-2120000**
 Grantee: **Smith County**
 Program Title: **Smith County - East Texas Auto Theft Task Force**
 Grant Award Amount: **\$185,804**
 Total Cash Match Amount: **-0-**
 In-Kind Match Amount: **-0-**
 Reimbursement Percent*: **100%**
 Grant Term: **From date accepted by Authorized Official to May 20, 2025**

Grant Budget Summary: Smith County (App ID: 261)

Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
Personnel	\$0	\$0	\$0	
Fringe	\$0	\$0	\$0	
Overtime	\$0	\$0	\$0	
Professional and Contract Services	\$0	\$0	\$0	
Travel	\$3,904.00	\$0	\$3,904	
Equipment	\$181,400.00	\$0	\$181,400	
Supplies and Direct Operating Expenses (DOE)	\$500.00	\$0	\$500	
Total	\$185,804	\$0	\$185,804	

*Reimbursement Percent: 100%

That whereas, **Smith County** (hereinafter referred to as Grantee), has heretofore submitted a grant application in response to the Request for Application issued on February 14, 2024 to the Motor Vehicle Crime Prevention Authority, State of Texas, entitled **Smith County - East Texas Auto Theft Task Force** and further identified by grant number **224-24-2120000** and

Whereas, the Motor Vehicle Crime Prevention Authority has approved the grant application as evidenced by this FY24 Statement of Grant Award and certain special requirements from the Motor Vehicle Crime Prevention Authority dated **05/20/2024** and

Whereas, the Grantee desires to accept the FY24 grant award and use all funds for purposes and in compliance with the following requirements that are adopted in their entirety by reference:

- Texas Transportation Code Chapter 1006;
- Texas Administrative Code: Title 43; Part 3; Chapter 57;

- Texas Grant Management Standards (TxGMS) as promulgated by the Texas Comptroller of Public Accounts including TxGMS Standard Assurances by Local Governments and Standards for Financial and Program Management;
- The Request for Applications issued on February 14, 2024;
- The current Motor Vehicle Crime Prevention Authority Grant Administrative Manual and forms and subsequently adopted grantee instruction manuals and forms;
- The Final Adopted Application attached to this Statement of Grant Award; and
- The Approved Grant Budget Summary

Now, therefore, the Grantee accepts the FY24 Statement of Grant Award under the conditions above including the special requirements in the grant application and the Statement of Grant Award as evidenced by this agreement, executed by the official authorized to sign the original grant application, or the official's designated successor, as presiding officer of and on behalf of the governing body of this grantee; and

The Motor Vehicle Crime Prevention Authority has awarded the above-referenced grant subject to the availability of state funds. The approved budget is reflected in the above Approved Grant Budget Summary. This grant is subject to and conditioned upon the acceptance of the MVCPA Grant Administrative Guide promulgated for this specific program fund (referenced above) by the Motor Vehicle Crime Prevention Authority. Applicable special conditions are listed below.

Special Conditions and Requirements (MVCPA will only apply special conditions to applicable jurisdictions):

 X **Non-Supplanting** - The grantee agrees that funds will be used to supplement, not supplant, funds that would otherwise be available for the activities under this grant. This includes demonstrating that new funded positions will be added to the department and not replacing local funds with state funds.

 X **Intelligence Sharing** - The grantee is required to ensure that Law Enforcement personnel funded in whole or in part by this grant actively participate in Law Enforcement intelligence sharing webinars and Motor Vehicle Crime Investigator Virtual Command Centers organized and promoted on behalf of the MVCPA program operation and statewide collaboration.

 X **Multi-agency Grant Operational Plan** - The grantee is required to provide an operational plan describing the communication process with participating and coverage jurisdictions. The operational plan must include how meetings are held, how often, and whether meetings are held in person or remotely. The grantee must report meetings in quarterly progress reports.

 X **Multi-agency grant** - The grantee is required to complete and maintain interlocal agreement with all participating subgrantees as required by law and TxGMS. The grantee must complete a process to monitor and ensure grant compliance of subgrantees. The grantee must maintain the process locally and document compliance with that plan.

APPROVED AND ACCEPTED BY:



 Authorized Official

NEAL FRANKLIN - SMITH COUNTY JUDGE

Printed Name and Title

6/3/24

Date Signed



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. O-1

Date: April 9, 2025

Subject: Request that the City Council consider adoption of an Ordinance amending Tyler City Code Chapter 3, Civil Service Classification Plan by amending the Civil Service Classification Plan and the number of authorized Civil Service positions for Fiscal Year 2024-2025.

Item Reference: **Texas Local Government Code Section 143.021; Tyler City Code Chapter 3.**

AMENDMENT OF CIVIL SERVICE CLASSIFICATION PLAN TO ESTABLISH THE NUMBER OF AUTHORIZED POLICE AND FIRE CIVIL SERVICE POSITIONS FOR FISCAL YEAR 2024-2025

The attached Ordinance has been prepared for the City Council to consider formal approval of amendments to the Civil Service Classification Plan and the number of authorized Civil Service positions within the Police Department and Tyler Fire Department in accordance with Chapter 143 of the Texas Local Government Code. Changes in the Police Department will be absorbed as part of their fiscal year 2024-2025 budget.

The Civil Service Classifications were last updated on November 13, 2024. This ordinance amendment reflects changes made to positions in both the Tyler Police Department and the Tyler Fire Department. The Police Department change includes the addition of one Sergeant position and a decrease of one Police Officer position. The new Sergeant position will manage and coordinate a new Crisis Intervention Unit, the focus of which will be to address homelessness, violent crime, and other community-based issues occurring within the Downtown, Business, Arts and Culture district. The Fire Department change decreases the firefighter positions by one, which was a temporary authorized position from the last classification update in November 2024.

Texas Local Government Code Section 143.021 (a) provides that the Civil Service Commission shall provide the classification of all fire fighters and police officers, and that the municipality's governing body shall establish the classifications by ordinance. The governing body by ordinance shall prescribe the number of positions in each classification.

RECOMMENDATION:

It is recommended that the City Council approve the attached Ordinance amending Tyler City Code Chapter 3, Civil Service Classification Plan and number of Authorized Civil Service positions for Fiscal Year 2024-2025.

Attachments:

[2025.04.09 Civil Service Classification Plan ordinance \(submitted\)](#)

Drafted/Recommended By:

Department Leader Jimmy Toler / Chief of Police

Edited/Submitted By:

City Manager

ORDINANCE NO. O-2025-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AMENDING CHAPTER 3 OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS, “PERSONNEL/CIVIL SERVICE/TMRS”, ARTICLE III., “CIVIL SERVICE FOR FIREFIGHTERS AND POLICE OFFICERS”, DIVISION 2, “CLASSIFICATION PLAN”, AMENDING THE CIVIL SERVICE CLASSIFICATION PLAN AND NUMBER OF AUTHORIZED CIVIL SERVICE POSITIONS FOR FISCAL YEAR 2024-2025; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS Chapter 143 of the Texas Local Government Code requires the City Council to approve a Fire and Police Civil Service employee classification plan and authorize the number of Civil Service employees for each position on an annual basis; and

WHEREAS the number and classification of authorized Civil Service positions can only be changed by City ordinance.

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

PART 1: That Tyler City Code Chapter 3, “Personnel/Civil Service/TMRS”, Article III., “Civil Service for Firefighters and Police Officers”, Division 2, “Classification Plan”, is hereby amended by amending Section 3-43 to read as follows, with no other changes to the Civil Service Classifications:

Sec. 3-43. Classification plan adopted.

The following is adopted as the classification plan for Tyler Civil Service employees.

Police Department Classifications	FY 2022-2023 # of Positions	FY 2023-2024 # of Positions	FY 2023-2024 # of Positions	FY 2024-2025 # of Positions	(updated) FY 2024- 2025 # of Positions
Assistant Police Chief I, II, III, IV	3	3	3	3	<u>3</u>
Police Lieutenant I, II, III, IV	8	8	8	8	<u>8</u>
Police Sergeant I, II, III, IV	27	27	28	28	<u>29</u>
Police Officer – Recruit, I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV	163	163	162	164	<u>163</u>
TOTALS	201	201	201 * One Sergeant added; one Recruit removed	203 * Two Police Recruits added	<u>203</u> * One Sergeant added; one Recruit removed

Fire Department Classifications	FY 2022-2023 # of Positions	FY 2023-2024 # of Positions	FY 2023-2024 # of Positions	FY 2024-2025 # of Positions	(updated) FY 2024-2025 # of Positions
Assistant Fire Chief I, II, III, IV	2	2	2	2	<u>2</u>
Fire Battalion Chief I, II, III, IV	7	7	7	7	<u>7</u>
Fire Senior Captain	14	16	17	17	<u>17</u>
Fire Captain I, II, III, IV	26	27	26	26	<u>26</u>
Fire Driver/Engineer I, II, III, IV	40	43	43	43	<u>43</u>
Firefighter – Recruit, I, II, III, IV, V, VI, VII, VIII, IX, X, XI	79	73	73	74	<u>73</u>
TOTALS	168 *Six Fire Recruits added (SAFER)	168 *Six Fire Recruits converted to Promoted Positions for Sta. 10	168 *One Senior Captain added; one Captain removed	169 *Adding one temporary authorized firefighter position to be deleted 30 days after promotional completion.	<u>168</u> * <u>Temporary authorized Firefighter position deleted on 1/24/2025</u>

The number and base salary of positions allocated to each classification shall be as set by the City Council in each new fiscal year budget, and classification ordinance. *

The position of Fire Marshal is a non-civil service position. Nothing herein shall be construed to create the Civil Service position of Fire Marshal. (Ord. O-97-43; 9/4/97) (Ord. No. O-99-21, 3/3/99) (Ord. No. O-99-29, 4/7/99) (Ord. No. O-99-42, 6/16/99) (O-99-68, 9/1/99) (Ord. O-2000-13, 3/15/00) (Ord. O-2000-63, 9/6/00) (Ord. O-2000-80, 10/18/00) (Ord. O-2000-99, 12/20/2000) (Ord. O-2001-10, 3/7/2001) (Ord. O-2001-10, 3/7/2001) (Ord. O-2001-16, 4/25/2001) (Ord. O-2001-42, 9/5/2001) (Ord. O-2001-48, 10/17/01) (Ord. O-2002-5, 2/6/02) (Ord. O-2002-12, 4/3/02) (Ord O-2002-39, 9/11/02))Ord O-2003-2, 1/8/03) (Ord. O-2003-21, 5/28/03) (O-2003-56, 11-12-03) (O-2006-10, 1/11/06) (Ord. O-2007-13, 2/14/07) (Ord. O-2007-140, 11/28/07) (O-2008-9, 1/9/08) (Ord. O-2008-46, 4/9/08) (Ord. O-2008-129, 9/24/08) (Ord. O-2008-153, 12/10/08) (Ord. O-2009-106, 10/14/2009)(Ord. O-2010-101, 10/13/10) (Ord. No. O-2011-90, 10/26/11) (Ord. O-2012-27, 3/28/12) (Ord. No. O-2013-98, 10/23/13) (Ord. No. O-2015-34; 3/25/15) (Ord. No. O-2015-103; 11/11/15) (Ord. No. O-2016-92, 09/28/16) (Ord. No. O-2017-107; 11/8/17) (Ord. No. O-2018-35; 4/11/18) (Ord. No. O-2019-15; 2/13/19) (Ord. No. O-2020-34; 3/25/20) (Ord. No. O-2021-18; 02/24/21) (Ord. No. O-2021-110; 12/08/2021) (Ord. No. O-2022-94; 10/12/22) (Ord. No. O-2023-34; 5/10/23) (Ord. No. O-2023-93; 9/27/23) (Ord. No. O-2024-18; 1/24/24) (Ord. No. O-2024-20; 2/14/24) (Ord. No. O-2024-100; 11/13/24) (Ord. No. O-2025-___; 4/09/2025)

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

PART 3: This ordinance shall take effect immediately upon its adoption.

PASSED AND APPROVED this the 9th day of April, A.D., 2025.

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

A T T E S T:

APPROVED:

CASSANDRA BRAGER, CITY CLERK

DEBORAH G. PULLUM,
CITY ATTORNEY



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number.	O-2
Date:	April 9, 2025
Subject:	Request that the City Council consider adoption of an Ordinance amending Tyler City Code Chapter 19 by updating provisions related to Lake Tyler and Lake Tyler East by amending Definitions, amending provisions related to boating and watercraft, amending provisions related to the construction and leasing of lake lots and structures thereon, amending provisions related to boathouses, piers and accessory structures, improving environmental regulations regarding sanitation and plumbing in conformance with State regulations, amending provisions to clarify the City's authority over lake waters and City-owned lands adjacent thereto, revising fees to reflect actual costs associated with administration, and making other clean-up changes.
Item Reference:	Title 30 of the Texas Administrative Code, Part 1, Chapter 290, Subchapter D; Texas Local Government Code Section 341.903; Tyler City Code Chapter 19

The City of Tyler is the owner and operator of certain waters and lands in and around Lake Tyler and Lake Tyler East. State law, at Texas Local Government Code Section 341.903, provides that a home-rule municipality may police areas owned by and located outside of the municipality such as lakes and land contiguous to and used in connection with a Lake. The City of Tyler has adopted specific ordinances governing Lake Tyler and Lake Tyler East in Tyler City Code Chapter 19, including environmental regulations designed to protect the lake as an important water source. In addition, City Code Chapter 19 contains specific regulations related to construction and leasing of lake lots, plumbing, navigation, sanitation, sewer discharge, water activities and other provisions to promote the public health and safety.

Certain City Code provisions in Chapter 19, specifically Article VI. regarding Lake Tyler and Lake Tyler East, were last modified in 2023 and focused on provisions related to alcohol consumption around the Lakes. Significant revisions were previously made in 2011 when the Lake Tyler Master Plan was completed. Additionally, concerns regarding plumbing in boathouses were highlighted in the previous Master Plan.

According to Title 30 of the Texas Administrative Code, Part 1, Chapter 290, Subchapter D, 290.41e(1) (C), septic tanks and soil absorption fields, tile or concrete sanitary sewers, sewer manholes, or other approved toilet facilities must not be located within 75 feet horizontally from the Lake's water surface at the uncontrolled spillway elevation or within 75 feet of the 50-year flood elevation, whichever distance

is less. Therefore, plumbing in boathouses is not permitted at Lake Tyler or Lake Tyler East, as these areas are classified and used as public drinking water sources. The proposed revisions to Chapters 19-1 and 19-130 through 19-221 are being made with these specific health and safety considerations in mind.

Generally speaking, sanitary facilities have not been permitted within the 100' setback from the 378' elevation. This measure has been designed to protect the Lake as a public water supply source. Per written State authorization, the City of Tyler previously granted certain variances to this provision, if certain stringent requirements were met. However, the City of Tyler has not granted any such variances since August 19, 2022. From the effective date of this new Ordinance, no sanitary facilities will be permitted within the 100' setback from the 378' msl elevation. Previous variances that were lawfully granted prior to August 19, 2022 may continue, if the use continues to comply with applicable Code requirements.

Other revisions in the attached Ordinance include the following:

Updated Definitions for Chapter 19.

A comprehensive update of the entire ordinance for clarity.

An update to City Code Section 19-205, which establishes specific finished floor elevations for structures on leasehold property, defines accessory structures, and sets guidelines and requirements for boathouse and pier construction.

An update to City Code Section 19-206 to ensure that annual inspections of On-site Sewage Facilities (OSSF) and existing sanitation facilities located over the water are conducted, along with consequences for failing to complete these necessary inspections. Additionally, no new sanitary facilities will be permitted within the 100-foot setback of the 378-foot mean sea level (msl).

Other amendments clarifying the specific regulatory authority of the City over the lake waters and City-owned land

An update to Division 6 regarding the Schedule of Fees, in order to reflect the actual costs of administering the Lake regulations. City staff conducted a cost analysis taking into account

Other minor clean-up changes.

Over the past several years, the Water Utilities Department staff has conducted an extensive review of the Lake Tyler and Lake Tyler East ordinances, working closely with Planning Concepts. The City of Tyler would like to sincerely thank Mark Priestner for his valuable assistance in reviewing the regulations and suggesting improvements and amendments.

RECOMMENDATION:

Request that the City Council consider adoption of an Ordinance amending Tyler City Code Chapter 19 by updating provisions related to Lake Tyler and Lake Tyler East by amending Definitions, amending provisions related to boating and watercraft, amending provisions related to the construction and leasing of lake lots and structures thereon, amending provisions related to boathouses, piers and accessory structures, improving environmental regulations regarding sanitation and plumbing in conformance with State regulations, amending provisions to clarify the City's authority over lake waters and City-owned lands adjacent thereto, revising fees to

reflect actual costs associated with administration, and making other clean-up changes.

Attachments:

[Lake Ord. Amds; Chap. 19. - revkd 3.31.2025](#)

Drafted/Recommended By:

Department Leader

Kate Dietz, P.E. / Director of Utilities

Edited/Submitted By:

City Manager

ORDINANCE NO. O-2025-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AMENDING CHAPTER 19, "BUILDINGS AND STRUCTURES", OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS BY UPDATING PROVISIONS RELATED TO LAKE TYLER AND LAKE TYLER EAST BY AMENDING DEFINITIONS, AMENDING PROVISIONS RELATED TO BOATING AND WATERCRAFT, AMENDING PROVISIONS RELATED TO THE CONSTRUCTION AND LEASING OF LAKE LOTS AND STRUCTURES THEREON, AMENDING PROVISIONS RELATED TO BOATHOUSES, PIERS AND ACCESSORY STRUCTURES, IMPROVING ENVIRONMENTAL REGULATIONS REGARDING SANITATION AND PLUMBING IN CONFORMANCE WITH STATE REGULATIONS, AMENDING PROVISIONS TO CLARIFY THE CITY'S AUTHORITY OVER LAKE WATERS AND CITY-OWNED LANDS ADJACENT THERETO, REVISING FEES TO REFLECT ACTUAL COSTS ASSOCIATED WITH ADMINISTRATION AND MAKING OTHER CLEAN-UP CHANGE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

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

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

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

WHEREAS, Section 1 of the Tyler City Charter provides that the City of Tyler may define, prohibit, abate, suppress and prevent all things detrimental to the health, morals, comfort, safety, convenience and welfare of the inhabitants of the City, and all nuisances and causes thereof; and

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

WHEREAS, Section 1 of the Tyler City Charter provides that the City shall have all powers that now are, or hereafter may be granted to municipalities by the constitution or laws of

Texas, and that all such powers, whether expressed or implied, shall be exercised and enforced, in the manner prescribed by the Charter, or when not prescribed in the Charter, in such manner as shall be provided by ordinances or resolutions of the City Council; and

WHEREAS, Section 1 of the Tyler City Charter provides that the City may license and regulate persons, corporations, and associations engaged in any business, occupation, profession or trade; and

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

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

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

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

WHEREAS, the City of Tyler is the owners and operator of certain waters and lands located at Lake Tyler and Lake Tyler East; and

WHEREAS, on November 16, 2011, the Tyler City Council adopted Ordinance No. 0-2011-101, accepting a petition from the City of Tyler pursuant to Texas Local Government Code Section 42.022(b), including certain City-owned areas and lands in and around Lake Tyler and Lake Tyler East and not within the existing extraterritorial jurisdiction of another city to be included within the City of Tyler extraterritorial jurisdiction (See City Code Sec. 10-143.b.2(c); and

WHEREAS, on February 8, 2012, the Tyler City Council adopted Resolution No. R-2012-5, approving an Interlocal Agreement with the City of Whitehouse, establishing the boundaries and extraterritorial jurisdictions of the two cities (see City Code Sec. 10-143.b.2(f); and

WHEREAS, on May 23, 2012, the Tyler City Council adopted Ordinance No. 0-2012-44, accepting a petition from the City of Tyler pursuant to Texas Local Government Code Section 42.022(b), to include the remaining City-owned areas and lands in and around Lake Tyler and Lake Tyler East, and not within the existing extraterritorial jurisdiction of another city, and that were not governed by Tyler Ordinance No. 0-2011-101, to be included within the City of Tyler extraterritorial jurisdiction (see City Code Sec. 10-143.b.2(h); and.

WHEREAS, Texas Local Government Code Section 341.903 provides that a home rule municipality may police areas owned by and located outside of the municipality, such as parks and grounds, lakes and land contiguous to and used in connection with a lake, and speedways and boulevards; and

WHEREAS, the City of Tyler has established regulations related to Lake Tyler and Lake Tyler East in City Code Chapter 19, Article VI.; and

WHEREAS, Texas Government Code Section 30.00005(b) states a municipal court of record has jurisdiction arising under ordinances authorized by Sections 215.072, 217.042, 341.903, and 551.002, Texas Local Government Code; and

WHEREAS, Texas Government Code Section 29.003(a)(1)(A) provides that a municipal court, including a municipal court of record, shall have exclusive original jurisdiction within the municipality's territorial limits or property owned by the municipality located in the municipality's extraterritorial jurisdiction in all criminal cases that arise under the ordinances of the municipality, and are punishable by a fine not to exceed \$2,000 in all cases arising under municipal ordinances that govern fire safety, zoning, or public health and sanitation, other than dumping of refuse; \$4,000 in cases arising under municipal ordinances that govern dumping of refuse; and \$500 in all other cases arising under a municipal ordinance; and

WHEREAS, Texas Government Code Section 29.003(d)(2) states that the governing body of a municipality by ordinance may provide that the municipal court has concurrent jurisdiction with a district court or a county court at law under Subchapter B, Chapter 54, Local Government Code, within the municipality's territorial limits and property owned by the municipality located in the municipality's extraterritorial jurisdiction for the purpose of enforcing health and safety and nuisance abatement ordinances; and

WHEREAS, Texas Code of Criminal Procedure Article 4.14(a) provides that a municipal court, including a court of record, shall have exclusive original jurisdiction within the territorial limits of the municipality in all criminal cases that arise under the ordinances of the municipality and are punishable by a fine not to exceed \$2,000 in all cases arising under municipal ordinances that govern fire safety, zoning, or public health and sanitation, other than dumping of refuse; \$4,000 in cases arising under municipal ordinances that govern dumping of refuse; and \$500 in all other cases arising under a municipal ordinance; and

WHEREAS, Texas Government Code Section 30.0003(a) states that the governing body of a municipality may by ordinance create a municipal court of record if the governing body determines that the creation of the court is necessary to provide a more efficient disposition of the cases arising in the municipality; and

WHEREAS, the City of Tyler has established a municipal court of record pursuant to Texas Government Code Section 30.00005, Subchapter NN; Tyler City Charter Section 25 and City Code Section 1-80; and

WHEREAS, Tyler City Code Section 1-4 provides for criminal penalty for violations of the Tyler City Code, including provisions in City Code Chapter 19; and

WHEREAS, it is important to update certain provisions in City Code Chapter 19 related to Lake Tyler and Lake Tyler East;

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

PART 1: That Tyler City Code Chapter 19, “Buildings and Structures”, Article I., “In General”, is hereby amended by adding or amending the following Definitions in the appropriate alphabetical order in Section 19-1 to read as follows, with no other changes to the Definitions:

Sec. 19-1. Definitions.

As used in this chapter, the following words and terms shall have meanings as follows:

Barge means a flat bottomed boat that rests on top of tubes called pontoons. The pontoons are hollow tubes. Barges are also called pontoon boats. (Ord. No. 2025-__, 4/9/2025) (Ord. No. 0-2025- ; 4/9/2025)

...

Director means the Director of Utilities or designee. (Ord. No. 0-2025- ; 4/9/2025)

...

Lot means a City-owned lot at the Lake that has been or that may be acquired for lease pursuant to City Code Section 19-200. Lot and Lots does not include Lake waters or their tributaries. (Ord. No. 0-2025- ; 4/9/2025)

...

Manager means the City Manager for the City of Tyler. ~~Water Production and Water Quality Manager for the Division~~ (Ord. No. 0-2025- ; 4/9/2025)

...

(Ord. No. O-96-54, 6-26-96) (Ord. No. 0-99-80, 10/20/99) (Ord. No. 2009-7, 2/11/09) (Ord. No. O-2019-63, 08/14/2019) (Ord. No. 2020-72; 08/12/2020) (Ord. No. 0-2025- ; 4/9/2025)

PART 2: That Tyler City Code Chapter 19, “Utilities”, Article VI., “Lake Tyler and Lake Tyler East”, Division 1., “Generally”, is hereby amended by amending the following City Code Sections to read as follows, with no other changes to Division 1:

DIVISION 1. GENERALLY

Sec. 19-130. Purpose; Area of Authority.

The purposes of this Article are to protect and control the quality of the Lake as a water supply source, to ensure safe navigation on the Lake, to guard against deterioration of existing dams and other structures, and to protect the public health safety and welfare. The City adopts this Article to exercise its governmental functions, including, but not limited to, those as to street

maintenance and construction, water works, dams and reservoirs, regulation of traffic, recreational areas and facilities, including swimming areas, beaches and marinas, inspection, engineering and water services, and dumping and litter This ~~Ordinance~~ Article applies to all waters impounded by dams constituting Lake Tyler and Lake Tyler East and their tributaries and the adjacent lands owned or controlled by the City, herein referred to as “the Lake”. Certain areas adjacent to the Lake have been set aside for development by the City as public ~~parks~~ recreation areas and picnic areas. Other areas have been subdivided into lots to be leased or purchased for the construction of lake homes, other buildings, and boat stalls. All such private use lots are thereby designated as residential or club lots. Only those lots designated as residential or club can be developed for private use. A map entitled “Map of Lake Tyler and Lake Tyler East ” is hereby incorporated by reference and is available for review in the Water Utilities Department and City Clerk’s office. (Ord. 0-97-52, 10/22/97) (Ord. No. 0-2025- ; 4/9/2025)

Sec. 19-131. Authority of peace officers and City on reservoir property.

Any peace officer licensed in the State of Texas shall have authority to arrest any person on the Lake for any violation of this Article, and/or to exclude any person found violating this Article from the Lake. The City shall have full charge and control of the waters of the reservoirs and ~~grounds of the Lake property owned or leased by the City.~~ The ~~Manager~~ Lake Supervisor, in cooperation with the Tyler Police Department, shall keep the peace and patrol the lake in order to enforce this Article and all other laws, ordinances, rules and regulations of the City relating to the waters of the Lake and to make arrests for any violation of this Article or other applicable City ordinance. (Ord. 0-97-52, 10/22/97) (Ord. No. 0-99-80, 10/20/99) (Ord. No. 0-2025- ; 4/9/2025)

...

Sec. 19-133. Concessions.

- a. Certain designated areas may be set aside by the City Council for commercial purposes such as the rental of boats and motors and sale of bait and supplies. Any person to whom a concession or concession area is let must comply with all rules and regulations governing lake property, and shall sell permits on behalf of the City if requested. It is unlawful for any person to engage in any commercial activity on any lot or other location except in the designated commercial areas or unless otherwise specifically authorized in writing by the City.
- b. Concession rights and the terms and conditions of a concession agreement will be negotiated by the ~~Manager~~ Director of Utilities, subject to City Council approval with anyone who applies for consideration.
- c. The ~~Manager~~ Director of Utilities may authorize commercial or organized recreational activities or events upon proper request. Activities or events for which authorization is required include: food trucks, races, fishing tournaments, fireworks exhibitions, furnishing of services in aid of water sports, such as water skiing, parasailing, windsurfing, and diving. Requirements for authorization include: (1) assurances of financial responsibility, including appropriate insurance; and (2) signing an indemnification agreement with the City by which the Concessionaire assumes responsibility for all damages or claims arising out of the activity. The authorization shall specify where and under what conditions the activity may be conducted to prevent the activity from adversely impacting use of the Lake as a public water supply, from constituting a threat to public health, safety or welfare, or adversely impacting use of the

Lake by the general public. (Ord. 0-97-52, 10/22/97) (Ord. No. 0-99-80, 10/20/99) (Ord. No. 0-2025- ; 4/9/2025)

Sec. 19-134. Roads.

- a. All main roads around the Lake may be constructed and maintained by the City or other appropriate entities and all private roads and drives to individual lots or groupings of lots shall be constructed and maintained by the lessee. The maximum speed limit on all lake roads constructed by the City shall be forty (40) miles per hour or slower as marked and it is unlawful for any person to drive an automobile, motorcycle or other motor vehicle thereon in excess of the applicable speed limit.
- b. The maximum rate of speed shall be twenty-five (25) miles per hour on the following roads:
 1. On Concession Road, from a point 980 feet north of the intersection of Dickson Road and F.M. 346 to a point 2,950 feet in an easterly direction which is the intersection of Concession Road and an oiled road on dam;
 2. On an oiled road on dam from a point 390 feet in a southeasterly direction along F.M. 346 from the intersection of Dickson Road and F.M. 346 to a point 2,300 feet to the east on said oiled road;
 3. On Concession Road, from a point 3390 feet southeast of the intersection of Dickson Road and F.M. 346 and on F.M. 346 to a point 2,000 feet north of the intersection of Concession Road and an oiled road on dam.
- c. Livestock shall not be permitted to be ridden, or otherwise located on the pavement of any roadway or parking surface constructed by and maintained by the City.
- d. Motorized surface vehicles are prohibited from operating off-road on the shoreline and in the water on public property. Vehicular traffic (including motorcycles and related devices) in and through all City-owned public property of the Lake shall be confined to travel upon established and dedicated highways, streets, roads, and roadways except for the purpose of access to designated authorized sites for camping, picnicking, swimming, and related recreational activities. (Ord. 0-97-52, 10/22/97) (Ord. No. 0-2025- ; 4/9/2025)

Sec. 19-135. Connecting channel between Lake Tyler and Lake Tyler East.

It is unlawful for any person to fish or swim in the connecting channel or to stop or moor a boat, barge, or other watercraft in the channel. No person may operate any boat, barge, or other watercraft on or through the connecting channel at a speed greater than is reasonable and prudent under the circumstances then existing. No tubing, skiing, wakeboarding or other similar activities are permitted in the channel. Due to the length and narrow width of the connecting channel, it is designated as a no wake zone and craft ~~should~~ shall be operated slowly enough to leave no visible wake. (Ord. 0-97-52, 10/22/97) (Ord. No. 0-2025- ; 4/9/2025)

Sec. 19-136. Outlet works and spillways.

It is unlawful to operate any boat, barge, or other watercraft within a one hundred (100) foot radius of the outlet works valve on the Mud Creek Dam and/or the Whitehouse Dam or to fish from the bank within a one hundred (100) foot radius thereof. No watercraft, no swimming or skiing is allowed within one hundred (100) feet of the mouth of the spillway at the Mud Creek Dam and/or the Whitehouse Dam. (Ord. 0-97-52, 10/22/97) (Ord. No. 0-2025- ; 4/9/2025)

...

Sec. 19-138. Lake Tyler Raw water intake.

It is unlawful for any person except authorized repair or maintenance personnel to approach within a two hundred (200) foot radius of the water intake for any reason. (Ord. 0-97-52, 10/22/97) (Ord. No. 0-2025- , 4/9/2025)

Sec. 19-139. Camping.

- a. Camping on City-owned property is permitted in designated recreation park areas only.
- b. Camp equipment shall not be abandoned or left unattended for a period of more than twenty-four (24) hours.
- c. No person will be allowed to camp on City-owned property for any one (1) period of two (2) weeks or longer. (Ord. 0-97-52, 10/22/97) (Ord. No. 0-2025- ; 4/9/2025)

...

Sec. 19-140. Jumping or Diving from structures.

It is unlawful for any person to jump or dive from or off of any public bridge or any other public structure or part of any public bridge or an appurtenance thereto. This prohibition as to jumping and diving also includes using rope, cable, or other apparatus attached to a bridge or other structure or object, including a tree, so as to permit an individual to swing out over the waters of the Lake. (Ord. 0-97-52, 10/22/97) (Ord. No. 0-2025- ; 4/9/2025)

...

Sec. 19-144. Livestock and fowl prohibited

It is unlawful for any person to keep or harbor any livestock or fowl on City property at the Lake. No livestock is allowed in or upon public recreation areas parks, boatramps, beaches, designated picnic areas, the dams, or spillways. This section shall not apply to a service animal as defined in federal law, or to an assistance animal defined in State law, that is specially trained or equipped to assist persons with disabilities while in the actual performance of services or assistance to persons with disabilities. (Ord. 0-97-52, 10/22/97) (Ord. No. 0-2012-80; 9/26/12) (Ord. No. 0-2025- ; 4/9/2025)

Sec. 19-145. Cutting trees or brush, disturbing sodding.

- a. Trees/Brush. It is unlawful for any person to cut any trees or brush on any City-owned property at the Lake without the approval of the ~~Manager~~ Director of Utilities. Trees, brush and vines having a trunk diameter smaller than (3) inches growing on lands leased by the City, may be removed by the lessee so long as such activity does not adversely affect drainage or cause erosion.
- b. Sodding. Sodding may not be disturbed unnecessarily. Soil may not be removed nor the natural contour disturbed in any way on City owned property without permission of the Director of Utilities ~~Manager~~.
- c. Dredging. All dredging will be accomplished in accordance with U.S. Corps of Engineer rules and guidelines, with approval of the Corps as applicable, and with approval of the Director of Utilities ~~Manager~~. No filling is allowed below elevation 376' (msl). (Ord. 0-97-52, 10/22/97(Ord. No. 0-99-80, 10/20/99)) (Ord. No. 0-2025- ; 4/9/2025)

Sec. 19-146. Dumping of garbage, brush, and trash.

It is unlawful for any person to dump trash, brush, or garbage of any kind except in places designated by the City. Trash receptacles located in recreation areas ~~parks~~, on beaches, and at boatramps are for facility users only, and no household garbage may be deposited in these containers. (Ord. 0-97-52, 10/22/97) (Ord. No. 0-2025- ; 4/9/2025)

Sec. 19-147. Ingress and egress across City land.

Ingress and egress across City-owned land from privately owned land to a Lake road or public road is prohibited except by formal written contractual agreement approved by the Director of Utilities ~~Manager~~. A non-transferable fee will be assessed to the applicant for an Access Agreement, payable to the City through the Office of the Director of Utilities ~~Manager, Water Production and Water Quality~~. (See Division 6) (Ord. 0-97-52, 10/22/97) (Ord. 0-2002-15, 4/17/02) (Ord. No. 0-2025- ; 4/9/2025)

Sec. 19-148. Water skiing restrictions and prohibitions.

- a. Designated area. It is unlawful for any person to drive or operate a motorboat or other watercraft towing a person(s) on water skis, aquaplane, or similar device in any area of the Lake prohibited from skiing.
- b. Prohibited near swimming areas, structures, or persons fishing. It is unlawful for any person on water skis, aquaplane, or similar device, to ski within one hundred and fifty (150) feet of any area on the Lake set aside for swimming, or within one hundred and fifty (150) feet of any public launching ramp, dock, boathouse, fishing pier, or other structure or any restricted area or person engaged in fishing.
- c. Personal flotation device (PFD) required. It is unlawful for any person to water ski, or ride an aquaplane or similar device, upon the waters of the Lake without wearing an approved PFD.

d. Ski jumps prohibited. It is unlawful to place or maintain a ski jump on any portion of the waters of the Lake without written permission from the Director of Utilities Manager. (Ord. 0-97-52, 10/22/97) (Ord. No. 0-99-80, 10/20/99) (Ord. No. 0-2025- ; 4/9/2025)

Sec. 19-149. Flotation devices.

It is unlawful for any person to place barrels, pontoons, or other such containers upon or in the waters of the Lake except for the use described in section 19-172. The City may employ such devices for markers or other similar official uses. (Ord. 0-97-52, 10/22/97) (Ord. No. 0-2025- ; 4/9/2025)

...

PART 3: That Tyler City Code Chapter 19, “Utilities”, Article VI., “Lake Tyler and Lake Tyler East”, Division 2., “Boats and Boating”, is hereby amended by amending the following City Code Sections to read as follows, with no other changes to Division 2:

DIVISION 2. BOATS AND BOATING

...

Sec. 19-161. Anchoring of barges or boats at pier, buoys, etc.

Except for emergencies it is unlawful for any person to cause or permit any boat, barge or other watercraft to anchor or tie up at any public or private pier unless the operator has secured the permission of the owner of such pier. It is unlawful for any person to cause or permit any boat, barge or other watercraft to anchor or tie up at any posted sign, buoy, or other marker on the waters of the Lake or its tributaries except in case of emergency. (Ord. 0-97-52, 10/22/97) (Ord. No. 0-2025- ; 4/9/2025)

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Sec. 19-164. Removal of unsafe craft from Lake.

The City, through the Director of Utilities Manager, may require the removal of any boat or other craft from the Lake if it is deemed a navigational hazard or is in an unsafe operating condition. In the event of noncompliance by the owner or operator to such order, the craft will may be removed from the Lake by the Director of Utilities Manager and the owner or operator will be assessed all costs. (Ord. 0-97-52, 10/22/97) (Ord. No. 0-99-80, 10/20/99) (Ord. No. 0-2025- ; 4/9/2025)

...

Sec. 19-167. Toilets.

It is unlawful for any person to place or maintain a toilet on any boat or barge except unattached portable chemical toilets. Such toilets must be approved and certified by a Lake Supervisor before being taken aboard the craft. All boats, barges, and other watercraft operated on the Lake having enclosures large enough to accommodate a toilet are subject to inspections by the Lake Supervisor. (Ord. 0-97-52, 10/22/97) (Ord. No. 0-2025- ; 4/9/2025)

...

Sec. 19-169. Abandoned boats, barges, and watercraft.

- a. Any boat, barge, or watercraft which is found upon the waters of the Lake or upon any public property immediately adjacent thereto and which is inoperable and more than five (5) years old and left unattended for more than forty-eight (48) hours, or is unseaworthy and cannot be used as a safe means of transportation on the water or that has remained on the Lake illegally for more than forty-eight (48) hours, or which is subject to a docking fee ~~under these rules~~ by ordinance and which does not have affixed thereto a currently valid docking license issued pursuant to this Article is deemed to be an abandoned watercraft. For purposes of this ~~s~~Section, "watercraft" shall include any motorboat, outboard motor, or vessel subject to registration under Texas law.
- b. The ~~Director of Utilities Manager~~ may authorize taking into custody any abandoned watercraft found upon the waters of, or on any public property immediately adjacent to the Lake. Any watercraft deemed a navigational hazard may be removed from the Lake.
- c. When any abandoned watercraft is taken into custody under the authority of these ~~rules~~ provisions, the ~~Director of Utilities Manager~~ shall promptly notify by certified mail, return receipt requested, the last known registered owner and all lien-holders of record that the watercraft has been taken into custody. The notice shall describe the watercraft by size, color, and general description and shall set forth the location of the facility where the watercraft is being held, and shall further inform the owner and any lienholder of the right to reclaim the watercraft within twenty (20) days after the date of the notice upon payment of all towing, preservation and storage charges resulting from placing the watercraft in custody and upon paying the required registration and fees as may be required by ordinance ~~these rules~~. The notice shall further state that the failure of the owner or lienholders to exercise the right to reclaim the watercraft within the time provided shall be deemed a waiver of all right, title and interest in the watercraft and their consent to the sale of the abandoned watercraft at a public auction, or to the removal and destruction of the abandoned watercraft if deemed a navigational hazard.
- d. If the identity of the last registered owner cannot be determined, or the registration contains no address for the owner, or if it is impossible to determine with reasonable certainty the identity and addresses of all lienholders, notice by one (1) publication in a newspaper of general circulation within the City or Smith County shall be sufficient to meet all requirements of notice pursuant to ~~these rules~~ this Article. Such notice by publication may contain multiple listings of abandoned watercraft. Any such notice shall be within the same time requirements and shall have the same contents required for a notice by certified mail.
- e. If an abandoned watercraft has not been reclaimed by the owner or lienholders as provided for herein, the ~~Director of Utilities Manager~~ shall sell the abandoned watercraft at a public auction or remove and destroy the abandoned watercraft if deemed a navigational hazard. Sale of the abandoned watercraft must be preceded by a notice published in a newspaper of general circulation within the City or Smith County at least three (3) weeks before the sale takes place. The notice shall include the place and date of sale, a full description of the watercraft to be sold, and the name of the owner, if known. The purchaser of the watercraft shall take title to the watercraft free and clear of all liens and claims of ownership, shall receive a sales receipt from the ~~Director of Utilities Manager~~ and shall be entitled to register the purchased watercraft

as provided for herein. From the proceeds of the sale of an abandoned watercraft, the Director of Utilities Manager shall reimburse itself for the expenses of the auction, towing, preserving, watercraft storage, notice and publication costs which resulted from placing the abandoned watercraft in custody. Any remainder from the proceeds of a sale shall be held for the owner of the watercraft or entitled lienholder for ninety (90) days, and then shall be deposited in a special fund which shall remain available for payment of auction, towing, preserving, storage, notice and publication costs which result from placing other abandoned watercraft in custody whenever the proceeds from a sale of such other abandoned watercraft are insufficient to meet these expenses and costs.

f. If there are no purchasers of the watercraft at a public auction held pursuant to these ~~rules~~ regulations, the Director of Utilities Manager ~~shall~~ may purchase same for its accrued cost of conducting the auction, towing, preserving and storage, and all notice and publication costs incurred, and any disposal of same, including the destruction thereof, as may be proper under the circumstances. As an alternative, the City Council may authorize donation of the watercraft for a public purpose. (Ord. 0-97-52, 10/22/97) (Ord. No. 0-99-80, 10/20/99) (Ord. No. 0-2025- ; 4/9/2025)

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PART 4: That Tyler City Code Chapter 19, “Utilities”, Article VI, “Lake Tyler and Lake Tyler East”, Division 5., “Leasing and use of Lots”, is hereby amended by amending the following City Code Sections to read as follows, with no other changes to Division 5:

DIVISION 5. LEASING AND USE OF LOTS

Sec. 19-200. Acquisition of leases.

- a. Basis. Acquisition of lots at the Lake shall be on a rental basis as follows: An appraisal shall be made of the value of each lot offered to the public for use. Depending on the location and desirability of the lots, a bonus shall be placed upon each lot according to its appraisal value. Said bonus shall be paid by the lessee on each lot leased in addition to the yearly rental on the lot.
- b. Normally, individuals or a family seeking to lease a lot at the Lake will be restricted to no more than one lot, but upon proper request, the Director of Utilities Manager may lease additional lots to an individual or family when it is determined to be in the public interest. (Ord. No. 0-98-12, 2/11/98) (Ord. No. 0-2025- ; 4/9/2025)
- c. Lots for groups or clubs shall be designated and separated from residential lots.
- d. No company, group, club, or corporation may lease more than three (3) lots, and said lots must be adjacent; but upon proper request, the Director of Utilities Manager may lease additional lots to a company, group, club, or corporation when it is determined to be in the public interest.
- e. No group or club house may be maintained on any lot set apart for residences in the foregoing ~~rules and~~ regulations. Lots will be provided in certain areas for group or club houses at the same rental rates as provided for residential lots, said rates to be fixed by City Council. All

rules and regulations herein set forth with reference relating to individual residence lots shall apply insofar as applicable to lots set apart for group or club houses.

f. Lots shall be described by maps drawn to scale and under the direction of the Director of Utilities Manager—and recorded in the Smith County plat records and Water Utilities Department.

g. Leased lots at the Lake shall cover the full length of the lot up to the waterfront, the City reserving all rights to police, preserve, and protect all of the City's interests. Leased lots do not include the waters of the Lake or its tributaries. Leased lots are subject to all applicable provisions in this Article. See Definition of Lot in Section 19-1.

h. Applications for the leasing of lots are honored on a first-come-first-served basis. Applicant must file the request with the Director of Utilities Manager, stating which lot is desired. (Ord. 0-97-52, 10/22/97) (Ord. No. 0-99-80, 10/20/99)) (Ord. No. 0-2025- ; 4/9/2025)

Sec. 19-201. Leases - applicable fees.

a. Rental for all lots with leases originating prior to November 18, 2011 (and as described further in sSection 19-221a.). An annual rental fee will be assessed on each lot leased on Lake Tyler. See Division 6. The annual rental shall be adjusted at each annual anniversary date in an amount equal to the increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the South (the geographic area including Smith County, Texas), as published by the United States Department of Labor (or its successor document), from the year in which the last rental increase was effective to the year in which the latest rental increase is occurring times the then annual rental rate, but in no event shall the amount of increases in rental exceed ten (10) percent at any one time. In the event of a decrease in the C.P.I., no decrease in rental shall be made; however, additional increases in rental shall not be made until the C.P.I. rises above the point from which the last increase in rental was determined, using 1993 as the base year. In July of every year, City staff will calculate any rental increases required under this paragraph and such increases shall be applicable to all leases coming due between the next October 1 and September 30 of the next year. Any such rental increase will be automatic, with City Staff to give lessee notice of such increase in the next bill sent to the lessee.

b. Rental for all lots with leases originating after November 18, 2011 (and as described further in sSection 19-221a.). An annual rental fee will be assessed on each lot leased on Lake Tyler equivalent to the city taxes which would be paid if the property and improvements were privately owned and located within the City of Tyler, Texas. Lease payments shall be established using the tax rate adopted by the Tyler City Council and applied to initial land lease value established by the City plus any improvement values established by Smith County Appraisal District.

c. Other charges. Certain Fees will be charged for handling lease-related documents and transactions as set out in Division 6. (Ord. 0-97-52, 10/22/97) (Ord. No. 0-99-80, 10/20/99) (Ord. No. O-2011-100, 11/16/11) (Ord. No. 0-2025- ; 4/9/2025)

Sec. 19-202. Renewal of leases.

Each lease shall automatically be renewed for the term specified in the original lease or in the addendum by the payment in advance of each annual rental provided:

- a. If Lessee has an Addendum to the original lease from the City, and is not in default under the terms of said agreements or is in the process of curing and does cure any default in accordance with the terms of Lessee's contractual obligations under the original lease and Addendum;
- b. If lessee does not have an Addendum to the original lease and has cured any default about which the City has given 45 days written notice to Lessee sent via certified mail, return receipt requested, addressed to Lessee's last known address. Lessee may receive an additional period of time to cure and remedy said default with the City's prior written approval, said approval not to be unreasonably withheld. If Lessee fails to remedy such default under this provision, the lease shall terminate and Lessee shall be given 60 days to remove any improvements. If Lessee fails to act within the specified time, the lease will become null and void and the improvements thereon will revert to the City;
- c. If Lessee has at all times conformed with the applicable rules and regulations governing the lake and property. Upon failure to pay the rental of any lot within forty-five (45) days from due date, the lessee shall be notified and given a maximum of sixty (60) days in which to remove any improvements. If lessee fails to act within the specified time the lease ~~shall~~ will become null and void and the improvements thereon will revert to the City. (Ord. No. 0-97-52, 10/22/97) (Ord. No. 0-2025- ; 4/9/2025)

Sec. 19-203. Transfer of leases; persons to which lease applies.

All transfers of leases are subject to approval by the City, through the Director of Utilities ~~Manager, must approve all transfers of leases.~~ Lessee may transfer the lease to heirs, assigns, or transferees, subject to Director of Utilities ~~Manager~~ approval, such approval not to be unreasonably withheld. Any improvements on such lease may be sold to the new tenant at whatever price the lessee can get, as the City will not enter into this transaction. A copy of all leases and lease transfers shall be filed with the Smith County Clerk – Official Public Records ~~City Clerk~~ before becoming effective. (Ord. 0-97-52, 10/22/97) (Ord. No. 0-99-80, 10/20/99) (Ord. No. 0-2025- ; 4/9/2025)

Sec. 19-204. Use of leasehold and/or improvements as collateral for loan.

The lessee of any lot has the right to encumber the leasehold and/or any building or structure erected or to be erected thereon. Upon lessee's application, the Director of Utilities ~~Manager~~ shall have authority to consent to encumbrance of the leasehold, and it being understood that if any such lien is foreclosed the City will consent to the assignment of such lease to the purchaser at the foreclosure sale, provided the purchaser shall take such lease subject to all rules and ordinances governing and controlling the use thereof, and subject to all of the terms and conditions of the lease as modified, and the holder of an encumbrance of any such property shall have the privilege of paying the annual renewal rental on any such leasehold and/or improvements ~~lot(s)~~ upon which an encumbrance may exist or upon which a foreclosure may be granted. (Ord. 0-97-52, 10/22/97) (Ord. No. 0-99-80, 10/20/99) (Ord. No. 0-2025- ; 4/9/2025)

Sec. 19-205. Leasehold construction and location.

a. Building permits required for construction. All construction on Lake Tyler leased lots or any structures located over the lake waters, after November 18, 2011, shall require a building permit issued by the City of Tyler Building Inspection Department. Applicable codes and fees, in addition to fees listed in Division 6, shall be detailed in Chapter 6, "Buildings and Structures" of the City of Tyler Code of Ordinances. Inspections as required by Chapter 6 of the City of Tyler Code of Ordinances shall be scheduled through, and performed by, the City of Tyler Building Inspection Department.

b. Residences, clubhouses. No house may be constructed without adequate sanitary facilities (a bathroom) connected to an approved wastewater disposal system. No house may be erected containing less than one thousand (1,000) square feet of enclosed floor space. It is unlawful for any person to erect any type building within 100 feet measured horizontally of elevation 378' msl at the waterfront except for boat houses and piers. Swimming pools may be constructed within the 100' setback, but the filter system, bathhouse, and other associated structures must be constructed outside the 100' setback line (100' from the 378' elevation). All buildings, other than boat houses, constructed after the effective date of this Ordinance, April 9, 2025., must have a minimum Finished Floor Elevation (FFE) of 380'. No buildings or structures other than fences and retaining walls may be erected within 7 ½ feet measured horizontally from any side property line of a leased lot on Lake Tyler nor may it be nearer the front (street) property line of a leased lot than 25 feet. No more than one residence may be constructed on a residential lot. No use/structure shall encroach into an existing easement or right-of-way, an identified future easement or right-of-way, over an adjacent property or easement line or an identified or set aside access path.

c. Piers, boathouses. No more than one boathouse may be constructed ~~on~~ in association with a residential lot. All piers and boathouses shall be inspected annually ~~in conjunction with annual onsite sewage facility inspections,~~ or as deemed necessary by the Director of Utilities Manager. ~~All~~ Inspections will be coordinated with lessee, however, the City reserves the right to inspect at any time. The ~~City Council~~ Director of Utilities shall have the authority to declare a pier, boathouse, or other structure located below the 378' elevation unsafe, unsightly or a nuisance, and to order the same repaired or removed within a specified time period. If the structure is deemed a navigational hazard, it may be removed by the City, and costs incurred shall be collected from the lessee. All boathouses and piers must display the associated lot number in a way visible from the Lake.

d. Accessory Structures. Any structure detached from the main residence shall require a building permit from the City. No accessory structures shall be permitted within the 100' setback from the 378' elevation. All accessory structures must meet Tyler City Code of Ordinances Chapter 10, Article 3, Division D, "Accessory Buildings and Structures," the same as required for properties inside the City of Tyler limits and be setback a minimum of 5' from any property line.

~~ed.~~ Approval for Construction required. ~~An~~ Approval for the construction ~~Construction~~ must be granted by the Director of Utilities Manager, prior to initiating construction on any Lake Tyler leased lots or any structure located over the lake waters ~~property or lot on the Lake.~~ In order to receive approval, a plat drawing must be submitted to the office of the Director of

Utilities Manager, on available forms identifying the lot, subdivision, owner and building, and containing the lot dimensions, the 100' setback line from the 378' elevation line, the exact location of existing and proposed structures in relation to all property lines including the 100' setback line, and describing the location and size of the septic system to be installed. As applicable, plans for boathouses, piers, retaining walls, swimming pools, boat ramps, and other structures ~~must also be approved~~ are also subject to approval through the method described above. Approval for construction ~~may~~ will be granted upon confirmation of a current lease on Lake Tyler lots, of current lot ownership registration with the office of the Director of Utilities City Clerk on Lake Tyler East lots, and following a physical on-site inspection by a Lake Supervisor. A fee for each Approval for Construction form submitted shall be collected when the form is presented to the Office of the Director of Utilities Manager, (See Division 6).

f. Boathouse and Pier Construction. Plans submitted for proposed boathouses, docks and fishing piers shall include the location of the leased lot property corners and lot lines. Lessees are responsible for accurately locating such platted property boundaries before plans are submitted. Construction may begin only if and when a Building Permit is issued. The lessee is required to post such Building Permit(s) in a visible location at the work site before construction may begin.

1. No structure shall be constructed or allowed to be constructed if its length extends more than one-hundred (100) feet from normal lake shoreline (the water's edge at normal pool elevation).

Exceptions:

- 1) In the event that the depth of water at 100 feet from shoreline at normal pool elevation is less than 5 feet.
 - 2) In the event either or both (left and right) adjacent lots are legal nonconforming structures, the proposed construction may be permitted by using an averaged approach, if it will not cause an adverse effect on adjacent lots or watercraft use.
1. In the event the depth of the water at 100 feet from the shoreline at normal pool elevation is less than 5 feet, the Director of Utilities may permit a structure to extend outward from the shoreline past the 100-foot limit until a water depth of 5 feet is encountered, provided that:
 - (a)The proposed structure conforms to and complies with current Ordinances, Rules and Regulations Governing Lake Tyler and Lake Tyler East in all respects; and
 - (b)The Director of Utilities determines that the proposed structure will not have an unreasonable or adverse impact upon navigation on the Lake or the use and enjoyment of the adjoining Lots and any approved improvements thereupon; and
 - (c)In no event shall the structure extend more than 150 feet from the shoreline, regardless of whether a water depth of 5 feet is reached, nor may the structure come within ten (10') feet of the centerline of the channel.
 3. Height and stories. The maximum height of any structure built over water is forty-five (45') feet measured from the normal pool elevation to the top of the roof. No structure shall exceed a single story with a roof deck.
 - a) The decking for all boathouses and piers shall be a minimum of eighteen (18") inches above the normal pool elevation.

- b) Any enclosed area, other than typical storage closets, intended for living space must have a FFE above the 378' elevation.
4. Maximum size. No structure built over the Lakes shall exceed 2,000 sq. feet in size. Maximum width shall be sixty (60') feet, however, the total width of any pier or boathouse shall not exceed seventy-five (75%) of the lot frontage along the shoreline. Width shall be measured at the widest point and include both enclosed and unenclosed areas.
5. Building Materials. All building materials used in the construction of any pier or boathouse shall utilize materials typically used for such purposes and designed specifically for exposure to the elements. All building materials and methods must comply with the most current Building Code being utilized by the City of Tyler.
6. Lighting. No lighting shall be installed in a manner that causes a distraction or danger to boaters. Lighting shall be installed to minimize its effect on adjacent properties.

e. Recreational vehicles (RV), campers. Locating or establishing recreational vehicles or campers on a lot as a permanent residence is prohibited. When utilized routinely for camping on a lot, the unit must be equipped with self-contained sanitary facilities, or connected to an approved wastewater disposal system. (Ord. 0-97-52, 10/22/97) (Ord. No. 0-99-80, 10/20/99) (Ord. No. 0-2011-100, 11/16/11) (Ord. No. 2025- , 4/9/2025) (Ord. No. 0-2025- ; 4/9/2025)

Sec. 19-206. Water and sanitation.

a. Plans and specifications. All plans and specifications for all residences or other plumbed buildings must contain provisions for proper sanitation and are subject to the approval of the City and State.

b. On-site sewage disposal system. It is unlawful to employ as the method of sewage disposal on the Lake, any method other than an approved and permitted on-site sewage disposal system. All grey water shall be discharged to the approved and permitted on-site sewage disposal system. No grey water discharges to the surface or to an independent subsurface system are allowed. Sewage disposal systems shall be designed and installed in accordance with state law governing private sewage systems. Prior to construction, detailed plans for each system shall be submitted to all applicable approving authorities, copies of which are to be attached to the Approval for Construction submitted to the Director of Utilities Manager. Formal written approval from all applicable approval authorities is required prior to initiating any construction on the system, including that of Tyler Water Utilities. All sewage effluent from either aerobic or anaerobic systems shall be disposed of in an approved spray irrigation field, or an approved subsurface drain field, with no effluent discharged to the surface within the 100' setback from 378' msl elevation or into the waters of the Lake. No part of the disposal system, including plumbing fixtures, collection and transport components may be located within 100 feet from the 378' msl elevation. An inspection of the on-site sewage system must be conducted annually by a licensed inspector for ~~A fee set by the City Council will be assessed annually by the Manager for the inspection of each approved sewage disposal system on the Lake effective November 18, 2011, and payable~~ The inspection report shall be submitted to the City at the time the annual lease fee is due on Lake Tyler lots and the annual registration fee is due for lots on Lake Tyler East, and upon the anniversary of system installation for lots on Lake Tyler East. Any system may be inspected in response to a complaint, but at a minimum, all systems will be inspected

annually in conjunction with the inspection of piers and boathouses. All inspections shall be are to be coordinated with by the lessee and shall include all collection/pumping facilities whether over the water or not.

1.Failure to submit the annual septic inspection for properties on Lake Tyler will result in the City withholding renewal of the lease. The City will not process lease renewal payments without the annual inspection report. Lake Tyler lease holders will have sixty (60) days to remedy any issues identified in the report. Failure to remedy will result in the City withholding renewal of such lease and reserves the right to begin the process of lease termination.

2.Failure to submit the annual septic inspection and use fee for properties on Lake Tyler East may result in a \$500 fine. The City reserves the right to file a lien(s) on any property of Lake Tyler East for non -payment. Lake Tyler East property owners will have sixty (60) days to remedy any issues identified in the report. Failure to remedy will result in additional fines/liens to the extent limited under State Law.

c. Sanitary facilities located inside the 100' setback from 378' msl elevation. No new sanitary facilities will be permitted within the 100' setback from the 378' msl elevation after the effective date of this Ordinance, April 11, 2025. The Manager may grant a variance to allow continued use of plumbing fixtures and collection and transport components that were lawfully obtained via variance granted by the City prior to August 19, 2022, may continue as legal non-conforming uses to be located inside the 100' setback from 378' msl elevation, if such use continues to comply with under the following conditions:

1.The system must be designed by a registered professional engineer with experience in design of such systems.

2.Only one commode, one bathroom lavatory, one shower and/or tub, one kitchen sink (double compartment), one water heater, and one ice-maker/ice dispensing unit is allowed per boathouse.

3.Only a single wastewater collection tank is allowed per boathouse, and only when pumping is required to reach the disposal system located outside the 100' setback from 378' msl elevation.

4.Where a wastewater collection tank is required, the same shall be equipped with a sewage pump capable of pumping the volume required to meet specified engineering criteria for the system activated by means of a float switch.

5.Where a wastewater collection tank is required, the same shall be constructed of a corrosion resistant, non-buoyant material, and shall be located within a containment structure capable of holding 1 ½ times the volume of the tank.

6. Where a wastewater collection tank is required, the same shall be equipped with an audible and visual alarm system indicating tank leaks or overflow.

7. All pipe and fittings used to convey wastewater from the boathouse to the on-site sewage facility (OSSF) shall have a minimum working pressure rating of 150 pounds per square

inch. Final plans and specifications shall describe and require pressure testing for all lines installed with the minimum test pressure being 1.5 times the maximum design pressure. All pipe and fittings used to convey water to the boathouse and wastewater from the boathouse to the OSSF shall be located above the 376' elevation and must be capable of being visually inspected.

8. The system will be subject to periodic, routine inspections by the City Staff.

9. The system will be subject to ~~a permit fee and~~ an annual inspection fee as described in ~~Division 6 of~~ this Article.

~~10. Any system changes from the original permit must be designed by a registered professional engineer with experience in design of such systems, and will require a new permit approved by the Manager, and subject to an additional permit fee (see Division 6).~~

d. Floating boathouses, piers or any other on-water facility which has sanitary facility connections shall be prohibited.

e. Pit toilets. It is unlawful to employ as the means of waste disposal any pit-type toilet on a Lake lot or on City property at the Lake.

f. Garbage. It is unlawful to maintain any dump ground or garbage incinerator ~~on~~ in the Lake Tyler watershed. All garbage shall be collected and removed from the lake shore at least once weekly by lessee. The burning of household garbage is prohibited on the Lake.

g. Non-potable untreated (raw) water may be obtained from the Lake by the following means:

1. by lease holders and lot owners for irrigation purposes only, with a maximum 5 hp pump and a 2" supply line; or

2. by contractors upon obtaining a temporary water diversion permit from the State of Texas. (Ord. 0-97-52, 10/22/97) (Ord. No. 0-99-80, 10/20/99) (Ord. No. O-2011-100, 11/16/11)

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h. Insecticide Misting Systems. Insecticide misting systems are permitted for the use of controlling insects in and around piers, docks and boathouses. Misting systems shall be designed in accordance with the City of Tyler Water Utilities Misting System Guidelines. All insecticides used ~~shall be approved~~ are subject to approval for use over surface water supplies by the Texas Department of Agriculture, Texas Parks and Wildlife Department and meet the criteria for EPA FIFRA 25(b) exemption. (Ord. No. 0-2025- ; 4/9/2025)

Sec. 19-207. Resubdivisions, replats, new subdivisions.

All resubdivisions, replats and new subdivision plats of properties on the Lake and certain marginal lands on Lake Tyler East ~~must be approved~~ are subject to approval by City Council, and will be subject to a fee as described in Division 6 of this Article. (Ord. 0-97-52, 10/22/97) (Ord. No. 0-2025- ; 4/9/2025)

Sec. 19-208. Resubdivision of City owned Lots.

Certain lots on the Lake contain substantial acreage having been originally created as recreational areas for corporations, clubs, groups, or companies. The following criteria are established for requests for resubdivision of club lots containing two (2) or more acres.

a. The minimum acreage for a new lot created by resubdivision shall be no less than 1.0 acre above 378' elevation (msl), and shall have a minimum of 100' waterfront access.

b. Construction of improvements on lots created by resubdivision shall be restricted to single family residences and appurtenances built in accordance with this Article.

c. Sewage disposal systems shall be designed and installed in accordance with state law governing private sewer systems, and shall comply with Sec. 19-206 of this Division.

d. All costs of resubdivision (i.e. surveying fees, filing fees, engineering and drafting fees, etc.) shall be paid by the Lessee.

e. A one-time fee per additional lot created by resubdivision, ~~excluding the original lot subdivided when occupied by existing lessee~~ shall be applicable and payable to the ~~Manager~~ Director of Utilities prior to official replatting. When the existing lessee transfers their interest to another, the lot fee must be paid.

f. The lease for an additional lot(s) created by resubdivision, ~~excluding the original lot subdivided when occupied by existing lessee~~, shall be a thirty (30) year term lease automatically extended at the end of the regular term, subject to compliance with lease conditions. ~~When the existing lessee transfers their interest to another, the new lessee must take the new lease.~~

g. An annual lease fee will be assessed on lots created by subdivision under this ~~s~~Section. (See Division 6) The annual rental for lots created and leased prior to November 18, 2011 shall be adjusted at each annual anniversary date in an amount equal to the increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the South (the geographic area including Smith County, Texas), as published by the United States Department of Labor (or its successor document), from the year in which the last rental increase was effective to the year in which the latest rental increase is occurring times the then annual rental rate, but in no event shall the amount of increases in rental exceed ten (10) percent at any one time. In the event of a decrease in the C.P.I., no decrease in rental shall be made; however, additional increases in rental shall not be made until the C.P.I. rises above the point from which the last increase in rental was determined, using 1997 as the base year. In July of every year, City Staff will calculate any rental increases required under this paragraph and such increases shall be applicable to all leases coming due between the next October 1 and September 30 of the next year. Any such rental increase will be automatic, with ~~Manager~~ Director of Utilities to give lessee notice of such increase in the next bill. For lots created and leased after November 18, 2011, the annual lease payment shall be equivalent to the city taxes which would be paid if the property and improvements were privately owned and located within the City of Tyler, Texas. Lease payments shall be established using the tax rate adopted by the Tyler City Council and applied to the initial land lease value established by the City plus any improvement values established by Smith County Appraisal District.

~~In the situation where a previously created large club lot is divided into 2 or more smaller lots, one of the new smaller lots would be deemed as the original lot while all the other new smaller lots would be treated as new lots subject to the new fees and process.~~

h. Access to each new lot created by resubdivision shall be provided by the subdivider. Such access shall be to the nearest public road, but shall remain private. The access road shall be ~~thirty (30)~~ twenty-eight (28) feet wide.

i. Access roadways shall be built to no less than Smith County road construction standards and shall be constructed at the sole expense of the subdivider and/or lessee. A perpetual maintenance agreement shall be signed by all lessees of lots within a resubdivided plat. The

agreement will establish a perpetual maintenance fund to care for the roadway. Failure to establish and maintain a perpetual maintenance agreement and fund shall be considered a violation of the lease, and thus, grounds for default. All access roadways shall be shown on the resubdivision plat. Lease documents resulting from the subdivision shall contain a provision requiring lessee to acknowledge responsibility for the maintenance of all private access roadway systems. (Ord. 0-97-52, 10/22/97)(Ord. No. 0-99-80, 10/20/99) (Ord. No. 0-2013-44, 6/12/13) (Ord. No. 0-2025- ; 4/9/2025)

...

PART 5: That Tyler City Code Chapter 19, “Utilities”, Article VI, “Lake Tyler and Lake Tyler East”, Division 6., “Schedule of Fees”, is hereby amending by amending the following City Code Sections to read as follows, with no other changes to Division 6:

DIVISION 6: SCHEDULE OF FEES

Sec. 19-220. Miscellaneous Fees:

- | | | |
|----|--|--------------------------------------|
| a. | Fee for Access Agreement (non-transferable) (Reference 19-147) | \$250.00
<u>475.00</u> |
| b. | Fees for reclaiming a derelict boat or barge. (Reference 19-168) | \$25.00 <u>100.00</u> |
| | Fee for reclaiming derelict boat | \$50.00 <u>100.00</u> |
| | Fee for reclaiming derelict barge | |
- (Ord. 0-97-52, 10/22/97) (Ord. No. 0-99-80, 10/20/99) (Ord. No. O-2011-100, 11/16/11) (Ord. No. 0-2025- ; 4/9/2025)

Sec. 19-221. Fees applicable to leases.

(Reference 19-201-208)

- a. Rental fee for lots with leases originating prior to November 18, 2011 as shown in red on the attached Exhibit “A” on Lake Tyler (annual)
\$ 50.00*

*After June, 1993, to be adjusted at each annual anniversary date in an amount equal to the increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the South, as published by the U.S. Department of Labor. Reference 19-201a.

- b. Rental fee for lots with leases originating after November 18, 2011. An annual rental fee will be assessed on each lot leased on Lake Tyler equivalent to the city taxes which would be paid if the property and improvements were privately owned and located within the City of Tyler, Texas. Lease payments shall be established using the tax rate adopted by the Tyler City Council and applied to initial land lease value established by the City plus any improvement values established by Smith County Appraisal District.

- c. Other fees
Fee for Consent to Mortgage

~~\$75.00-100.00~~

Fee for Lease Transfer, Assignment

~~\$75.00-150.00~~

Fee for transfer by Will or Devise

~~\$75.00-300.00~~

~~Fee for Lease Assumption—~~

~~\$50.00~~

Fee for Lease Addendum

~~\$75.00-100.00~~

Fee for Approval for Construction and insecticide misting systems

~~\$75.00-250.00~~

Fee for Filing document with County Clerk

~~\$25.00-100.00~~

~~d. Water and sanitation fees (Reference 19-206)~~

~~Aerobic septic system inspection fee (annual)—~~

~~\$30.00*~~

~~*To be waived if upon inspection, the system is found to be operational with chlorine present in the discharge.~~

~~Fees for a permit to locate plumbing fixtures, collection, and transport components of a sanitation system to be located within the 100' setback for 378' msl~~

~~Permit Fee—~~

~~\$250.00~~

~~Inspection Fee (annual)~~

~~\$ 50.00~~

~~e.d. New subdivision, resubdivision, re-platting fees (Reference 19-207-208)~~

~~Any new subdivision plat on Lake Tyler East~~

~~\$200.00-500.00+\$1.00 per lot~~

~~Any resubdivision of an existing, approved subdivision on Lake Tyler East~~

~~\$150.00-500.00~~

~~Any replat of an existing, approved subdivision~~

~~\$150.00-500.00~~

~~One-time fee per new lot created from resubdivision of City-owned lot~~

~~\$2,500.00~~

~~Annual lease fee for new lot created from resubdivision of City-owned lot prior to November 18, 2011. In the situation where a previously created large club lot is divided into 2 or more smaller lots, one of the new smaller lots would be deemed as the original lot while all the other new smaller lots would be treated as new lots subject to the new fees and process. \$500.00*~~

~~*After June, 1997, to be adjusted at each annual anniversary date in an amount equal to the increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the South, as published by the US. Department of Labor. (See Sec. 19-208g.)~~

~~(Ord. 0-97-52, 10/22/97) (Ord. No. 0-99-80, 10/20/99) (Ord. No. O-2011-100, 11/16/11) (Ord. No. 0-2013-44, 6/12/13) (Ord. No. 0-2025- ; 4/9/2025)~~

PART 6: That if any provision or any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 7: That any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine as provided in Section 1-4 of the Tyler Code. Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Since this ordinance has a penalty for violation, it shall not become effective until after its publication in the newspaper as provided by Section 85 of the Charter of the City of Tyler, Texas, which date is expected to be April 11, 2025.

PASSED AND APPROVED this the 9th day of April , A.D., 2025.

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: April 9, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute Work Order No. 4 with Kimley-Horn and Associates, Inc. in the amount of \$133,188 for the Intelligent Transportation System Master Plan Year 5 - Traffic Signal Timing Improvements.

Item Reference: **City Council Agenda M-3, 4/10/19; M-1, 8/12/20; M-2, 1/27/21; M-1, 2/9/22; M-3, 4/12/2023; M-2, 4/10/2024.**

In April 2019, the City Council authorized an engineering contract with Kimley-Horn and Associates, Inc. to provide a year-long study of the City's traffic signal system. One of the recommendations of the study as presented to the City Council in August 2020 was to annually re-time traffic signals. The plan called for re-timing approximately 15 intersections per year for the first six years of the implementation plan and 30 intersections per year for the next four years of the implementation plan.

As part of the Intelligent Transportation System (ITS) Master Plan - Year 1 projects, 18 intersections were re-timed along S Broadway Avenue south of Grande Boulevard, Southeast Loop 323, and Troup Highway. The after-study indicated that the re-timing of these 18 intersections resulted in delay savings of approximately 231,000 vehicle hours per year (~ 26 years of vehicle delay annually), which translated to more than \$7 million annually in driver delay savings.

Year 2 traffic signal retiming efforts touched 18 signalized intersections along Front Street, S Broadway Avenue between Front Street and Old Troup Highway, and along 4th and 5th Streets. The estimated delay savings of approximately 86,000 vehicle hours per year (~ 10 years of vehicle delay annually) which results in \$2.8 million annually in driver delay savings.

Year 3 traffic signal retiming efforts impacted 18 signalized intersections along the West Loop 323 and Old Jacksonville Highway corridors providing an estimated delay savings of approximately 323,000 vehicle hours per year (~ 37 years of vehicle delay annually) which results in \$11.3 million annually in driver delay savings.

Year 4 traffic signal retiming efforts focused on 15 signalized intersections along the Gentry Parkway, Glenwood Boulevard, and Palace Avenue corridors. These efforts resulted in an estimated delay savings of approximately 201,716 vehicle hours per year (~ 23 years of vehicle delay annually) which results in \$7.5 million annually in driver delay savings. These results emphasize the benefits of re-timing traffic signals on a regular basis.

This work order will provide for the re-timing of 12 signalized intersections (*) not previously evaluated and the fine-tuning of 14 signalized intersections previously retimed during the Master Plan Study and Year 1. Tasks will include project management, data collection, development of timing plans, implementation, and a final report.

List of intersections not previously re-timed.

- * Loop 323 and Commerce Street*
- * Loop 323 and E Erwin Street*
- * Loop 323 and E Front Street (SH 31)*
- * E Front Street (SH 31) and Old Henderson Highway*
- * E Front Street (SH 31) and Palmer Ave*
- * Loop 323 and Walmart Driveway*
- * Loop 323 and Old Henderson Hwy (Spur 124)*
- * Loop 323 and E 5th Street (SH 64)*
- * E 5th Street (SH 64) and Old Omen Road*
- * E 5th Street (SH 64) and Golden Road*
- * E 5th Street (SH 64) and Palmer Ave*
- * Loop 323 and McDonald Road*

List of intersections previously re-timed.

- * S Broadway Avenue (US 69) and Rose Plaza
- * Loop 323 and Old Bullard
- * S Broadway Avenue (US 69) and Loop 323
- * S Broadway Avenue (US 69) and Independence Place
- * S Broadway Avenue (US 69) and Shiloh Road/Rice Road
- * S Broadway Avenue (US 69) and Rieck Road
- * S Broadway Avenue (US 69) and Chimney Rock Drive/Donnybrook Avenue
- * S Broadway Avenue (US 69) and Grande Boulevard
- * S Broadway Avenue (US 69) and Robert E Lee Drive
- * S Broadway Avenue (US 69) and South Town Drive
- * S Broadway Avenue (US 69) and Heritage Drive
- * S Broadway Avenue (US 69) and Cumberland Road
- * S Broadway Avenue (US 69) and Centennial Parkway
- * S Broadway Avenue (US 69) and Market Square Boulevard

The scope also includes a design contingency task for additional traffic engineering services that may be needed.

FUNDING: HALF CENT SALES TAX

RECOMMENDATION:

It is requested that the City Council authorize the City Manager to execute Work Order No. 4 with Kimley-Horn and Associates, Inc. in the amount of \$133,188 for the Intelligent Transportation System Master Plan Year 5 - Traffic Signal Timing Improvements

Attachments:

[Location Map 1 - New Intersections to be Re-timed](#)
[Location Map 2 - Previously Re-timed Intersections](#)
[ITS Master Plan Year 5 - Traffic Signal Retiming_KHA_1](#)

Drafted/Recommended By:
Department Leader

Cameron L. Williams, PE, PTOE, PTP

Edited/Submitted By:
City Manager

Year 5 Signal Timing Improvements

12 Intersections - Not previously re-timed

New intersections to be re-timed

Previously timed intersections/corridors

Google Earth

Image © 2025 Airbus



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Year 5 Signal Timing Improvements

14 Intersections - Previously re-timed

Previously timed
intersections/corridors

Previously timed
intersections to be
fine-tuned

Google Earth

Image Landsat / Copernicus



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INDEX OF EXHIBITS

Exhibit A - E/A's Work Order / Scope of Services

Exhibit B – E/A's PROJECT Schedule

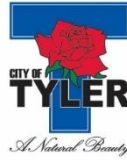
Exhibit C – E/A's Fee Schedule and Hourly Fees

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)



WORK ORDER FOR PROFESSIONAL SERVICES

PROJECT: ITS Master Plan Year 5 – Signal Timing Improvements
WORK ORDER NUMBER: 4

This Work Order constitutes authorization by the City of Tyler, Texas (OWNER) for Kimley-Horn & Associates, Inc. (ENGINEER) to provide engineering services for the above titled project (hereinafter called the PROJECT). The PROJECT includes the following Services:

ENGINEER shall provide engineering services for the OWNER in accordance with the STANDARD FORM OF AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES (hereinafter called the CONTRACT) dated **November 27, 2023**. The scope of services for this part of the work is generally as follows:

- 1) SECTION 1.2 – During the Preliminary Report Phase the ENGINEER shall: Provide the services described in SECTION 1.2 of the CONTRACT.
- 2) SECTION 1.3 – During the Preliminary Design Phase the ENGINEER shall: Provide the services described in SECTION 1.3 of the CONTRACT.
- 3) SECTION 1.4 – During the Final Design Phase the ENGINEER shall: Provide the services described in SECTION 1.4 of the CONTRACT.
- 4) SECTION 1.5 – During the Bidding and Negotiation Phase the ENGINEER shall: Provide the services described in SECTION 1.5 of the CONTRACT.
- 5) SECTION 1.6 – During the Construction Phase the Engineer shall: Provide the services described relating to bidding in SECTION 1.6 of the CONTRACT.
- 6) Project Specific Scope and Fees: PROJECT scope details are attached to this Work Order and fees for said scope are included.
- 7) PROJECT Schedule: The ENGINEER shall perform services for the PROJECT in accordance with the schedule in Exhibit B.
- 8) OWNER's Responsibilities: The OWNER's responsibilities shall be as described in SECTION 3 of the AGREEMENT.
- 9) Method of payment for various project components: OWNER shall pay the ENGINEER for services rendered as provided for in SECTION 5 of the said AGREEMENT unless modified herein and agreed to in writing by both parties to said contract.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order No. 4 to the CONTRACT dated November 27, 2023 on this the _____ day of _____, 2025.

OWNER:

CITY OF TYLER, TEXAS

ENGINEER:

Kimley-Horn and Associates, Inc.

BY: _____

BY: 

ATTEST: _____

ATTEST: 

DATE: _____

DATE: March 25, 2025

Half Cent Sales Tax Board Approval Date: April 8, 2025

City Council Approval Date: April 9, 2025, Agenda Item Number: Item No.

Exhibit A - E/A's Work Order / Scope of Services

ITS Master Plan Year 5 – Signal Timing Improvements

Project Understanding

The City of Tyler wishes to expand the coordinated traffic signal system started under the Signal Timing Pilot of the ITS Master Plan and continued under the Year 1 - 4 Timing Projects. As part of this project, Kimley-Horn will develop, implement, and fine-tune coordinated traffic signal timing at the following intersections to reduce stops, delay, and emissions:

1. Loop 323 & Commerce Street
2. Loop 323 & E Erwin Street
3. Loop 323 & E Front Street (SH 31)
4. E Front Street & Old Henderson Highway
5. E Front Street & Palmer Ave
6. Loop 323 & Walmart Driveway
7. Loop 323 & Old Henderson Hwy (Spur 124)
8. Loop 323 & E 5th Street (SH 64)
9. E 5th Street & Old Omen Road
10. E 5th Street & Golden Road
11. E 5th Street & Palmer Ave
12. Loop 323 & McDonald Road
13. S Broadway Avenue & Rose Plaza
14. Loop 323 & Old Bullard
15. S Broadway Avenue & Loop 323
16. S Broadway Avenue & Independence Place
17. S Broadway Avenue & Shiloh Road/Rice Road
18. S Broadway Avenue & Rieck Road
19. S Broadway Avenue & Chimney Rock Drive/Donnybrook Avenue
20. S Broadway Avenue & Grande Boulevard
21. S Broadway Avenue & Robert E Lee Drive
22. S Broadway Avenue & South Town Drive
23. S Broadway Avenue & Heritage Drive
24. S Broadway Avenue & Cumberland Road
25. S Broadway Avenue & Centennial Parkway
26. S Broadway Avenue & Market Square Boulevard

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 0 Project Management

Task 0.1 Project Administration

Project administration spans the duration of the project and is crucial to the success of the project. This task involves the monitoring and coordination of services to be provided to the City of Tyler, Texas (the “City”) to achieve timely and efficient completion of the project. This task consists of project control and management, reporting requirements, project status meetings, and schedule development and maintenance.

Task 0.2 Project Control and Management

The Engineer will be responsible for the day-to-day activities of managing the Project, which is assumed to have a duration of 12 months. Specific activities consist of ongoing reassessments of contract and schedule adherence.

Task 0.3 Status Reports and Invoicing

Monthly status reports will be prepared and submitted to the City. The status reports will contain a concise report of Project progress and contract fulfillment. The report will address technical progress, contract progress, and management-related topics.

Task 0.4 Project Status Meetings

In addition to the reporting requirements outlined above, project status meetings with the City will help the Engineer maintain schedule and contract adherence. It is assumed that project status meetings will be held monthly, either in the City's office or via Microsoft Teams. It is assumed that all other project meetings will be held in the City's office or via Microsoft Teams.

Task 0.5 Schedule Development and Maintenance

The Engineer will develop a project schedule for review and approval by the City.

Task 1 Data Collection

Task 1.1 Kick-Off Meeting

At the outset of the project, the Engineer will prepare for and attend one (1) kickoff meeting with the City to begin the exchange of data to be provided to the Engineer. It is expected that this meeting will be held remotely via Microsoft Teams.

Task 1.2 Data Collection

Task 1.2.1 Turning Movement Data and Arterial Link Volume Data

The Engineer will authorize the subconsultant to collect turning movement count (TMC) data at up to 26 intersections and seven-day bi-directional machine count data for up to 3 arterial locations.

Two-hour peak period counts (AM, MD, PM, and Saturday peaks) will be collected by the subconsultant for the following 26 intersections:

1. Loop 323 & Commerce Street
2. Loop 323 & E Erwin Street
3. Loop 323 & E Front Street (SH 31)
4. E Front Street & Old Henderson Highway
5. E Front Street & Palmer Ave
6. Loop 323 & Walmart Driveway
7. Loop 323 & Old Henderson Hwy (Spur 124)
8. Loop 323 & E 5th Street (SH 64)
9. E 5th Street & Old Omen Road
10. E 5th Street & Golden Road
11. E 5th Street & Palmer Ave
12. Loop 323 & McDonald Road
13. S Broadway Avenue & Rose Plaza
14. Loop 323 & Old Bullard

15. S Broadway Avenue & Loop 323
16. S Broadway Avenue & Independence Place
17. S Broadway Avenue & Shiloh Road/Rice Road
18. S Broadway Avenue & Rieck Road
19. S Broadway Avenue & Chimney Rock Drive/Donnybrook Avenue
20. S Broadway Avenue & Grande Boulevard
21. S Broadway Avenue & Robert E Lee Drive
22. S Broadway Avenue & South Town Drive
23. S Broadway Avenue & Heritage Drive
24. S Broadway Avenue & Cumberland Road
25. S Broadway Avenue & Centennial Parkway
26. S Broadway Avenue & Market Square Boulevard

Seven-day bi-directional machine count data will be collected by the subconsultant at the following 3 intersections:

1. Broadway Avenue between Heritage Drive and South Town Drive
2. Broadway Avenue between Loop 323 and Rice Road-Shiloh Road
3. Loop 323 between Old Henderson Highway and 5th Street

Task 1.2.2 Crowd-Sourced Probe Data Collection

The Engineer will obtain crowd-sourced probe-based data through a tool such as INRIX for the study corridors. This data will replace traditional “before” and “after” travel time runs to quantify the benefits of the signal retiming effort. The data will be collected one month before and one month after implementation, excluding major special events, holidays, and changes in school schedule. Measures of effectiveness (MOEs) expected to be evaluated consist of:

- Speed
- Travel time
- Delay
- Travel Time Index
- User Delay Cost

Other MOEs may be available and/or deemed appropriate by the Engineer for analysis

Task 2 Traffic Signal Timing

The Task will consist of developing a base model for the signalized intersections and roadway segments connecting these intersections; performing a baseline analysis of selected peak periods; recommendation of minor intersection and signal improvements; and development, implementation, and fine-tuning of newly optimized signal timing plans. Task 2 intersections consist of the following:

1. Loop 323 & Commerce Street
2. Loop 323 & E Erwin Street
3. Loop 323 & E Front Street (SH 31)
4. E Front Street & Old Henderson Highway
5. E Front Street & Palmer Ave
6. Loop 323 & Walmart Driveway
7. Loop 323 & Old Henderson Hwy (Spur 124)
8. Loop 323 & E 5th Street (SH 64)
9. E 5th Street & Old Omen Road
10. E 5th Street & Golden Road

- 11. E 5th Street & Palmer Ave
- 12. Loop 323 & McDonald Road

Task 2.1 Assemble Existing Data

The Engineer will obtain from City the current local controller and coordination timing for all Task 2 intersections. It is anticipated that this information will be provided in the form of printouts from the signal system database in PDF format. This information must consist of the following:

- Local controller timing parameters
 - Minimum and maximum green times;
 - Vehicular clearances (e.g. yellow and all-red);
 - Pedestrian timing (e.g. walk and flashing-don't-walk);
 - Phase sequences;
 - Local special functions; and
 - Phase orientation.
- Coordination timing
 - Cycle lengths, offsets, splits, and phase sequences;
 - Time-of-day, day-of-week (TOD/DOW) schedules;
 - Special events timing; and
 - System-commanded special functions.

Task 2.2 Qualitative Assessment

Using personnel experienced in traffic signal operations, the Engineer will perform an in-field qualitative traffic operations assessment. This will specifically consist of observing existing cycle lengths, splits, offsets, phase sequences, and left turn operations modes (e.g., permissive-only, protected-permissive, or protected-only) on the priority corridor(s). The Engineer will also identify by movement any intersection approaches where excessive queuing is observed, where capacity appears to be substantially constrained, and/or where excessive delay appears to be the result of inefficient signal operations. For priority corridor intersections, the Engineer will also make note of locations where possible changes in lane assignment could improve intersection efficiency.

Priority corridor intersections will be observed by the Engineer during the weekday AM, midday, PM peaks, and/or on Saturday.

Task 2.3 Verification of Arterial and Intersection Geometry and Pedestrian Accommodation

The Engineer will perform a field inventory to collect or verify the following information:

- Priority corridor intersections
 - Number of lanes and lane use;
 - Modes of left turn operation;
 - Existence of push buttons;
 - Length of left-turn bays; and
 - Crosswalk and stop bar locations.
- Arterial segments between project intersections
 - Number of lanes; and
 - Posted speed limits.
- Pedestrian accommodation (for each pedestrian movement)
 - Pedestrian LED countdown signal modules; and
 - Accessible pedestrian signals.

Task 2.4 Traffic Counts

The Engineer will use turning movement count and seven-day bi-directional machine count data obtained as part of Task 1.2 in the analysis and development of coordinated traffic signal timing.

Task 2.5 Development of Existing Conditions Synchro Models

Using the information gathered in previous tasks, the Engineer will prepare base conditions Synchro models for each priority corridor for up to five (5) standard timing plan periods (e.g. weekday AM peak, weekday midday peak, weekday PM peak, weekend midday peak, and weekday late night) as identified by the Engineer. These models will be used to analyze existing conditions and identify operational improvements.

Task 2.6 Clearance Interval Calculations

As part of this Task, the Engineer will work with City staff to determine appropriate and consistent clearance interval calculations to be used for this and subsequent City timing efforts and will recalculate the clearance intervals at task intersections accordingly.

Task 2.7 Development of New Coordinated Traffic Signal Timing

The Engineer will develop new coordinated traffic signal timing plans for the task intersections and the timing plan periods identified by the Engineer. Synchro will be used to generate a “first cut” version of each of the new timing plan.

“On-screen” review and adjustment will then be performed by senior engineers with extensive experience in traffic signal operations.

Task 2.7.1 Number of New Timing Plans

As determined by the Engineer, up to five (5) base timing plans will be developed, expected to include the following:

- Weekday AM Peak;
- Weekday Midday Peak;
- Weekday PM Peak;
- Weekend Midday Peak; and
- Weekday Late Night.

Task 2.7.2 Updated Synchro Models

The Engineer will develop updated Synchro models for each plan, inclusive of any planned changes to be made on the street during this project. New TMCs will be incorporated into each model. Newly calculated clearance times will also be incorporated into the models.

The Engineer will then use the following process to calibrate each model for existing peak conditions. Modeled link speeds will be adjusted to achieve a reasonable correlation with actual corridor travel times as determined during the qualitative assessments and the crowd-sourced probe-based data. Specific factors that will be reviewed consist of queue lengths and the locations of significant stops and delays. Iterative adjustments will be made until reasonable calibration is achieved.

Task 2.7.3 Intersection Operations Assessment

During the qualitative assessment and field verification process, the Engineer will identify possible opportunities to improve intersection operations through hardware modifications and lane assignment changes (e.g., by changing a shared left-through lane to a left-only lane). Using the Synchro models and new TMC data, the Engineer will quantitatively assess the benefits of such possible changes.

Task 2.7.4 Cycle Length Requirements and Control Area Boundaries

Using the Synchro models, the current coordinated cycle lengths will be analyzed for critical intersections on each arterial, to verify that these cycles are still practical moving forward.

The Engineer will determine the most appropriate control groups.

Task 2.8 Develop Preliminary Time-of-Day Schedule

Using the seven-day machine count data, crowd-sourced probe-based data, and/or existing time-of-day schedules, the Engineer will develop a recommended time-of-day/day-of-week (TOD/DOW) schedule(s) for operation of the new signal timing plans.

Task 2.9 Timing Plan Data Entry

The actual entry of new timing plans into the controller databases will be done by the City staff responsible for operating and maintaining the signals. During this process, the Engineer will provide on-call support to resolve issues that may arise.

Task 2.10 Timing Plan Implementation and Fine-Tuning

The Engineer will plan to be on-site with City staff as new timing is downloaded from the computer into the field controllers. The Engineer will then perform in-field fine-tuning to enhance actual on-street operation of new timing plans. It is assumed that City staff will be on-hand to download desired timing adjustments into the controller databases, at least during normal business hours, and that Engineer staff will have access to the field controller cabinets to verify operations and to make changes in cases when City staff is not otherwise available.

Fine-tuning for the new timing plans will be performed as soon as practical after implementation.

Task 2.11 Crowd-Sourced Probe Data Analysis

The Engineer will use the crowd-sourced probe-based data obtained as part of *Task 1.2 Data Collection* to evaluate the “before” and “after” conditions. This data will replace traditional floating-car travel time run data.

Task 2.12 ATSPM Data Analysis

The Engineer will use the City’s Automated Traffic Signal Performance Measures (ATSPM) system to evaluate “before” and “after” conditions at up to three (3) critical intersections, to be mutually agreed upon with the City. This data will supplement the crowd-sourced probe-based data.

Task 2.13 Final Documentation

The Engineer will develop a signal timing final report that will consist of the following:

- Narrative discussion of the Task with supporting figures such as maps of the control groups by time period; and
- Tabular comparisons of the *before* and *after* travel time runs, based on INRIX data.

The Engineer will submit a draft version of the final report for review by the City. It is anticipated that the draft report will be submitted electronically in a PDF format. Following receipt of comments, the Engineer will prepare and submit a sealed final report. The Engineer will provide the City with a PDF version of the sealed final report.

Task 3 Traffic Signal Timing Updates

The Task will consist of updating an existing base model for the signalized intersections and roadway segments connecting these intersections; performing a baseline analysis of selected peak periods; and development, implementation, and fine-tuning of newly optimized signal timing plans. Task intersections consist of the following, all of which were previously retimed by the Engineer under previous projects:

1. S Broadway Avenue & Rose Plaza
2. Loop 323 & Old Bullard*
3. S Broadway Avenue & Loop 323*
4. S Broadway Avenue & Independence Place*
5. S Broadway Avenue & Shiloh Road/Rice Road*
6. S Broadway Avenue & Rieck Road*
7. S Broadway Avenue & Chimney Rock Drive/Donnybrook Avenue*
8. S Broadway Avenue & Grande Boulevard*
9. S Broadway Avenue & Robert E Lee Drive
10. S Broadway Avenue & South Town Drive
11. S Broadway Avenue & Heritage Drive
12. S Broadway Avenue & Cumberland Road
13. S Broadway Avenue & Centennial Parkway
14. S Broadway Avenue & Market Square Boulevard

It is assumed that existing Synchro models are substantially accurate and up to date with current operations at the task intersections.

Clearance intervals will be recalculated for intersections marked with an asterisk (“*”) as detailed in Task 2.6.

Task 3.1 Qualitative Assessment

Using personnel experienced in traffic signal operations, the Engineer will perform an in-field qualitative traffic operations assessment. This will specifically consist of observing existing cycle lengths, splits, offsets, phase sequences, and left turn operations modes (e.g., permissive-only, protected-permissive, or protected-only) on the priority corridor(s). The Engineer will also identify by movement any intersection approaches where excessive queuing is observed, where capacity appears to be substantially constrained, and/or where excessive delay appears to be the result of inefficient signal operations. For priority corridor intersections, the Engineer will also make note of locations where possible changes in lane assignment could improve intersection efficiency.

Priority corridor intersections will be observed by the Engineer during the weekday AM, midday, PM peaks, and/or on Saturday.

Task 3.2 Traffic Counts

The Engineer will use turning movement count and seven-day bi-directional machine count data obtained as part of Task 1.2 in the analysis and development of coordinated traffic signal timing.

Task 3.3 Update of Existing Conditions Synchro Models

Using the information gathered in previous tasks, the Engineer will update base conditions Synchro models created under previous projects for each priority corridor for up to five standard timing plan periods (e.g. weekday AM peak, weekday midday peak, weekday PM peak, weekend midday peak, and

weekday late night peak) as identified by the Engineer. These models will be used to analyze existing conditions and identify operational improvements.

Task 3.4 Development of New Coordinated Traffic Signal Timing

The Engineer will develop new coordinated traffic signal timing plans for the priority corridors and the timing plan periods identified by the Engineer. Synchro will be used to generate a “first cut” version of each of the new timing plan.

“On-screen” review and adjustment will then be performed by senior engineers with extensive experience in traffic signal operations.

Task 3.4.1 Number of New Timing Plans

As determined by the Engineer, up to five (5) base timing plans will be developed, with the planned addition of two (2) variant plans (based on Midday) for use on weekends and late night:

- Weekday AM Peak;
- Weekday Midday Peak;
- Weekday PM Peak;
- Weekend Midday Peak; and
- Weekday Late Night.

Task 3.4.2 Updated Synchro Models

The Engineer will develop updated Synchro models for each plan, inclusive of any planned changes to be made on the street during this project. New TMCs will be incorporated into each model.

The Engineer will then use the following process to calibrate each model for existing peak conditions. Modeled link speeds will be adjusted to achieve a reasonable correlation with actual corridor travel times as determined during the qualitative assessments and the crowd-sourced probe-based data. Specific factors that will be reviewed consist of queue lengths and the locations of significant stops and delays. Iterative adjustments will be made until reasonable calibration is achieved.

Task 3.4.3 Intersection Operations Assessment

During the qualitative assessment and field verification process, the Engineer will identify possible opportunities to improve intersection operations through hardware modifications and lane assignment changes (e.g., by changing a shared left-through lane to a left-only lane). Using the Synchro models and new TMC data, the Engineer will quantitatively assess the benefits of such possible changes.

Task 3.4.4 Cycle Length Requirements and Control Area Boundaries

Using the Synchro models, the current coordinated cycle lengths will be analyzed for critical intersections on each arterial, to verify that these cycles are still practical moving forward.

The Engineer will determine the most appropriate control groups.

Task 3.5 Develop Preliminary Time-of-Day Schedule

Using the seven-day machine count data, crowd-sourced probe-based data, and/or existing time-of-day schedules, the Engineer will develop a recommended time-of-day/day-of-week (TOD/DOW) schedule(s) for operation of the new signal timing plans.

Task 3.6 Timing Plan Data Entry

The actual entry of new timing plans into the controller databases will be done by the City staff responsible for operating and maintaining the signals. During this process, the Engineer will provide on-call support to resolve issues that may arise.

Task 3.7 Timing Plan Implementation and Fine-Tuning

The Engineer will plan to be on-site with City staff as new timing is downloaded into the field controllers. The Engineer will then perform in-field fine-tuning to enhance actual on-street operation of new timing plans. It is assumed that City staff will be on-hand to download desired timing adjustments into the controller databases, at least during normal business hours, and that Engineer staff will have access to the field controller cabinets to verify operations and to make changes in cases when City staff is not otherwise available.

Fine-tuning for the new timing plans will be performed as soon as practical after implementation.

Task 3.8 Crowd-Sourced Probe Data Analysis

The Engineer will use the crowd-sourced probe-based data obtained as part of *Task 1.2 Data Collection* to evaluate the “before” and “after” conditions. This data will replace traditional floating-car travel time run data.

The Engineer will also evaluate the “before” condition (circa the start of the project) to “after” data from previous retiming efforts (circa 2021) at task intersections.

Task 3.9 ATSPM Data Analysis

The Engineer will use the City’s Automated Traffic Signal Performance Measures (ATSPM) system to evaluate “before” and “after” conditions at up to three (3) critical intersections, to be mutually agreed upon with the City. This data will supplement the crowd-sourced probe-based data.

Task 2.10 Final Documentation

The Engineer will develop a signal timing final report that will consist of the following:

- Narrative discussion of the Task with supporting figures such as maps of the control groups by time period; and
- Tabular comparisons of the *before* and *after* travel time runs, based on INRIX data.

The Engineer will submit a draft version of the final report for review by the City. It is anticipated that the draft report will be submitted electronically in a PDF format. Following receipt of comments, the Engineer will prepare and submit a sealed final report. The Engineer will provide the City with a PDF version of the sealed final report.

Task 4 Design Contingency

As requested by the City, the Engineer can provide design contingency services. Suggested design contingency services may include the following:

Traffic Signal Timing on Additional Corridors

Task 2 and Task 3 identify the recommended approach that would be used on additional corridors not previously covered.

Traffic Engineering

The Engineer can provide traffic engineering functions such as meetings, traffic studies, plan review related to proposed developments, signal warrant analyses, traffic signal design, intersection geometric design modifications, preparing or reviewing grant applications or submittals, or troubleshooting signal timing issues.

Additional Services

The above scope of services was identified based upon previous City of Tyler Signal Timing projects, the Engineer's experience, and requests from City staff. The Engineer can provide additional services for additional fee upon request.

END ## Last Revision Date: March 25, 2025

Exhibit B - E/A's PROJECT Schedule

Labor Task	Subtask	Description	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26
		Notice to Proceed											
0	0	Project Administration											
1	0	Data Collection											
2	1	Kickoff Meeting											
2	2	Data Collection											
2	0	Traffic Signal Timing											
2	1	Assemble Existing Data											
2	2	Qualitative Assessment											
2	3	Verification of Arterial and Intersection Geometry and Pedestrian Accommodation											
2	4	Traffic Counts											
2	5	Development of Existing Conditions Synchro Models											
2	6	Clearance Interval Calculations											
2	7	Development of New Coordinated Traffic Signal Timing											
2	8	Develop Preliminary Time-of-Day Schedule											
2	9	Timing Plan Data Entry											
2	10	Timing Plan Implementation and Fine-Tuning											
2	11	Crowd-Sourced Probe Data Analysis											
2	12	ATSPM Data Analysis											
2	13	Final Documentation											
3	0	Traffic Signal Timing Updates											
3	1	Qualitative Assessment											
3	2	Traffic Counts											
3	3	Update of Existing Conditions Synchro Models											
3	4	Development of New Coordinated Traffic Signal Timing											
3	5	Develop Preliminary Time-of-Day Schedule											
3	6	Timing Plan Data Entry											
3	7	Timing Plan Implementation and Fine-Tuning											
3	8	Crowd-Sourced Probe Data Analysis											
3	9	ATSPM Data Analysis											
3	10	Final Documentation											
4	0	Design Contingency											

Exhibit C - E/A's Rate Schedule and Hourly Fees

Task	Description	Fee	Billing Type
0	Project Administration	\$5,330	Lump Sum
1	Data Collection	\$3,794	Lump Sum
2	Traffic Signal Timing	\$54,606	Lump Sum
3	Traffic Signal Timing Update	\$35,958	Lump Sum
4	Design Contingency	\$15,000	Lump Sum
<i>Labor Subtotal</i>		<i>\$114,688</i>	
Expenses - Travel		\$2,500	
Expenses - Traffic Volume Data		\$16,000	
<i>Expenses Subtotal</i>		<i>\$18,500</i>	
Project Total Fee		\$133,188	

Exhibit D - Certificates of Insurance and Endorsements

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

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. See 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 [See Section 7.3.2] ☒ Occurrence Box is Checked ☒ Per PROJECT Box is Checked for General Aggregate Limit.
4.	Business Automobile Liability [See 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 [See Section 7.3.2]
6.	Commercial Umbrella / Excess Liability [See Section 7.3.2] ☒ Occurrence Box is Checked
7.	Workers Compensation and Employers Liability [See Section 7.3.2] ☒ WC Statutory Limits Box is Checked
	Look at the “Description of Operations . . . Special Provisions” Box. [See Section 7.4] [See also 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: [See generally 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.



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. M-2

Date: April 9, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute a Capital Improvements Project contract in the amount of \$276,684.00 with Hunter Demolition and Wrecking Corporation for the South Glenwood Ground Storage Tank Demolition Bid No. 25-015 and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

Item Reference:

The South Glenwood Ground Storage Tank (GST) is located on South Glenwood Boulevard between Vine and Houston where the road parts to straddle the tank. Originally constructed in the 1940's, this tank served as storage and a distribution point into the system from Well #2. In a separate project, several wells, including Well #2, are to be decommissioned by the end of the year. This GST has served its purpose in the Tyler distribution system and has been out of service for over 30 years.

On February 14, 2024, City Council approved the engineering portion of the project. Sealed bids were received and read aloud on March 11, 2025 at City Council Chambers with a total of two bids as noted below:

Isler Demolition, Inc - Incomplete Bid Tab
Hunter Demolition and Wrecking Corporation - \$276,684.00

Hunter Demolition and Wrecking Corporation submitted an approved contractor application and has been vetted to qualify for the project work.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to execute a Capital Improvements Project contract in the amount of \$276,684.00 with Hunter Demolition and Wrecking Corporation for the South Glenwood Ground Storage Tank Demolition Bid No. 25-015 and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

Attachments:

[2025-03-12 JYanker Award Consideration Letter](#)

[South Glenwood Ground Storage Tank Demolition_Future Debt_Resolution Form_Construction](#)

Bid Tabulation

Drafted/Recommended By:
Department Leader

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

Edited/Submitted By:
City Manager

March 12, 2025

Jacob Yanker
Project Engineer
City of Tyler
304 North Border St.
Tyler, TX 75702

via email

RE: City of Tyler
South Glenwood Ground Storage Tank Demolition
Bid No. 25-015
KSA Project No. 102854
Award Consideration & Bid Tabulation

Dear Jacob:

Sealed bids were received at the Purchasing Office, publicly opened, and read aloud for the above referenced project on Tuesday, March 11, 2025, at 2:00 P.M. at the City Council Chambers. A total of two (2) bids was 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.

Hunter Demolition and Wrecking Corp., of Somerset, Texas submitted the low total bid in the amount of \$276,684.00.

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.
Associate Vice President

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 COSTS ASSOCIATED WITH THE SOUTH GLENWOOD GROUND STORAGE TANK DEMOLITION; AND PROVIDING AN EFFECTIVE DATE.

STATE OF TEXAS	§
	§
COUNTY OF SMITH	§
	§
CITY OF TYLER	§

WHEREAS, the City of Tyler, Texas reserves the right to issue debt for the engineering, design, and construction of the South Glenwood Ground Storage Tank Demolition project (the “Project”) and further intends to make certain capital expenditures with respect to the Project and currently reserves the right to reimburse the capital expenditures with proceeds of such debt; and

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

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

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

Part 1: That the City of Tyler reasonably expects to reserve the right to reimburse capital expenditures with respect to the Project with proceeds of future potential debt hereafter which may be incurred by the issuer, and that this Resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Project is \$276684.00.

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

PASSED AND APPROVED, this the 9th day of April, 2025.

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

ATTEST:

APPROVED:

CASSANDRA BRAGER, CITY CLERK

DEBORAH G. PULLUM,
CITY ATTORNEY

BID TABULATION

City of Tyler
South Glenwood Ground Storage Tank Demolition
Tyler Bid No. 25-015
KSA Project No. 102854
Bid Date: March 11, 2025

1
 Isler Demolition, Inc.
 3800 Stoddard Rd.
 Kinde, MI 48445
 989.428.4216
INCOMPLETE

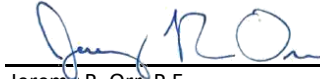
2
 Hunter Demolition &
 Wrecking Corp.
 7060 E. Sixth St.
 Somerset, TX 78069
 210.227.5100

BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
SCHEDULE 1.0 - BASE BID							
1.01	Mobilization, Insurance , and Bonds	LS	1	\$11,000.00	\$11,000.00	\$10,000.00	\$10,000.00
1.02	Care of water During Construction	LS	1		\$0.00	\$2,500.00	\$2,500.00
1.03	Barricades, Signs, and Traffic Handling	LS	1	\$4,200.00	\$4,200.00	\$6,000.00	\$6,000.00
1.04	750,000 Gallon Steel Ground Storage Tank Demolition	LS	1	\$94,800.00	\$94,800.00	\$142,000.00	\$142,000.00
1.05	Tank Foundation Demolition	LS	1	\$26,600.00	\$26,600.00	\$21,000.00	\$21,000.00
1.06	Cut, Plug, and Block Existing Waterline	EA	2	\$2,000.00	\$4,000.00	\$2,050.00	\$4,100.00
1.07	Abandon Existing Gate Valve	EA	2	\$1,250.00	\$2,500.00	\$2,050.00	\$4,100.00
1.08	Altitude Valve Vault Demolition	LS	1	\$5,600.00	\$5,600.00	\$3,800.00	\$3,800.00
1.09	Pump Station Building Demolition	LS	1	\$5,500.00	\$5,500.00	\$4,000.00	\$4,000.00
1.10	Brick Valve Vault Demolition	EA	2	\$1,250.00	\$2,500.00	\$1,050.00	\$2,100.00
1.11	Concrete Stair Demolition	LS	1	\$2,500.00	\$2,500.00	\$1,700.00	\$1,700.00
1.12	Retaining Wall Demolition	LS	1	\$3,500.00	\$3,500.00	\$1,600.00	\$1,600.00
1.13	Intruder Resistant Chainlink Fence	LF	354	\$11.30	\$4,000.00	\$7.00	\$2,478.00
1.14	Concrete Curb and Gutter Repair	LF	46	\$73.91	\$3,400.00	\$28.00	\$1,288.00
1.15	Asphalt Repair	SY	10	\$240.00	\$2,400.00	\$47.00	\$470.00
1.16	Power Pole Removal	EA	2	\$1,250.00	\$2,500.00	\$300.00	\$600.00
1.17	Overhead Electric Line removal	LS	1		\$0.00	\$2,500.00	\$2,500.00
1.18	Clearing and Grubbing	LS	1	\$8,500.00	\$8,500.00	\$3,100.00	\$3,100.00
1.19	Finish Grading for Tank Site	LS	1	\$7,500.00	\$7,500.00	\$3,300.00	\$3,300.00
1.20	Filter Fabric Fence	LF	358	\$13.97	\$5,000.00	\$6.00	\$2,148.00
1.21	Erosion Control Fabric	SY	400		\$0.00	\$8.00	\$3,200.00
1.22	Construction Entrance/Exit	LS	1	\$8,000.00	\$8,000.00	\$3,700.00	\$3,700.00
1.23	Hydromulch	AC	0.50	\$8,000.00	\$4,000.00	\$2,000.00	\$1,000.00
1.24	Miscellaneous Allowance	AL	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
TOTAL BID AMOUNT					\$258,000.00		\$276,684.00

Compiled by:



TBPE Firm Registration No. F-1356


 Jeremy R. Orr, P.E.
 Associate Vice President



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. M-3

Date: April 9, 2025

Subject: Request that the City Council consider approving the purchase of a 14.6-acre tract of property located at 3150 Robertson Rd. for \$1,275,000 to construct a fire training facility and consider ratifying/authorizing the City Manager's execution of all documents necessary to accomplish the same.

Item Reference:

The Tyler Fire Department seeks to acquire property from the Tyler Economic Development Council (TEDC) to build a new state-of-the-art fire training facility. The new training facility will feature modern technology and equipment and will significantly improve community safety by enabling the Department to respond more swiftly and effectively during emergencies, ultimately leading to faster emergency response times.

The proposed facility will be located at 3150 Robertson Rd., in the Tyler Industrial Park, and will be adjacent to the TISD Career and Technology Center (located to the south), Atwood's distribution center (located to the east), and the City of Tyler Fire Station No. 5 (located to the west). The agreed sale amount for the property is \$1,275,000. This project represents a vital step toward fostering a safer, more resilient community, equipped to meet the challenges of the future.

RECOMMENDATION:

It is recommended that the City Council approve the purchase of a 14.6-acre tract of property for \$1,275,000 to construct a fire training facility and ratify and authorize the City Manager's execution of any and all documents necessary to accomplish the same.

Attachments:

[Description of Property Purchase - Robertson Rd](#)
[Contract of Sale - 3150 Robertson Rd, Fire Trg Fac](#)

Drafted/Recommended By:

Department Leader David Coble, Fire Chief

Edited/Submitted By:

City Manager

Description of Property Purchase – 14.6-acre tract at 3150 Robertson Rd.





COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2022

1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Tyler Economic Development Council

Address: 315 N. Broadway, 3rd Floor, Tyler, TX 75702

Phone: (800)648-9537

E-mail: smartinez@tedc.org

Mobile: _____

Fax or Other: _____

Buyer: City of Tyler

Address: P.O. Box 2039, Tyler, TX 75710

Phone: (903)531-1253

E-mail: ebroussard@tylertexas.com

Mobile: _____

Fax or Other: _____

2. PROPERTY:

- A. "Property" means that real property situated in Smith County, Texas at 3150 Robertson Road, Tyler, TX 75701 (address) and that is legally described on the attached Exhibit _____ or as follows: Lot 3-P, NCB 852-T; Tyler Industrial Park. Being 14.631 acres of land.

- B. Seller will sell and convey the Property together with:

- (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
- (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
- (3) Seller's interest in all licenses and permits related to the Property.

*(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)
(If mineral rights are to be reserved an appropriate addendum should be attached.)*

3. SALES PRICE:

- A. At or before closing, Buyer will pay the following sales price for the Property:

- | | |
|---|------------------------|
| (1) Cash portion payable by Buyer at closing | \$ <u>1,275,000.00</u> |
| (2) Sum of all financing described in Paragraph 4 | \$ _____ |
| (3) Sales price (sum of 3A(1) and 3A(2)) | \$ <u>1,275,000.00</u> |

(TXR-1802) 07-08-22

Initialed for Identification by Seller

and Buyer

Page 1 of 15

Dallas Commercial Properties, L.L.C. 909 KAM Loop 313, Suite 650 Tyler, TX 75701
Mark Whalley

Phone: 903.534.1206 Fax: _____
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwtx.com

TEDC to City of

B. Adjustment to Sales Price: (Check (1) or (2) only.)

- ☒ (1) The sales price will not be adjusted based on a survey.
☐ (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of \$ _____ per:

- ☐ (i) square foot of ☐ total area ☐ net area.
☐ (ii) acre of ☐ total area ☐ net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

- ☐ (i) public roadways;
☐ (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
☐ (iii) _____

(c) If the sales price is adjusted by more than _____ % of the stated sales price, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. **FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

- ☐ A. Third Party Financing: One or more third party loans in the total amount of \$ _____ This contract:
☐ (1) is not contingent upon Buyer obtaining third party financing.
☐ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).
☐ B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____.
☐ C. Seller Financing: Buyer will deliver a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$ _____.

5. **EARNEST MONEY:**

- A. Not later than 3 days after the effective date, Buyer must deposit \$ \$10,000.00 as earnest money with Central Title Company (title company) at 6783 Old Jacksonville Hwy., Tyler, TX 75703 (address) Carol Owen (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
B. Buyer will deposit an additional amount of \$ _____ with the title company to be made part of the earnest money on or before:
☐ (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
☐ (ii) _____
Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY AND SURVEY:

A. Title Policy:

- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
 - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
- ☒ (a) will not be amended or deleted from the title policy.
- ☐ (b) will be amended to read "shortages in areas" at the expense of ☐ Buyer ☐ Seller.
- (3) Within 15 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 10 days after the effective date:

- ☐ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ (insert amount) of the cost of the survey at closing, if closing occurs.
- ☐ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- ☒ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, ☐ Seller ☒ Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 30 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 30 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party 0% (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.

C. Buyer's Objections to the Commitment and Survey:

- (1) Within 7 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will

satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object in writing to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) of the deadline specified in Paragraph 6B.

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: _____

B. Feasibility Period: Buyer may terminate this contract for any reason within 60 days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

☒ (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 500.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

☐ (b) Not later than 3 days after the effective date, Buyer must pay \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to the title company. Buyer authorizes escrow agent to release and deliver the Independent consideration to Seller at any time upon Seller's request without further notice to or consent from Buyer. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

☐ (2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single additional period of _____ days by delivering \$ _____ to the title company as additional earnest money.

(a) \$ _____ of the additional earnest money will be retained by Seller as additional independent consideration for Buyer's unrestricted right to terminate, but will be credited to the

sales price only upon closing of the sale. If Buyer terminates under this Paragraph 7B, the additional earnest money will be refunded to Buyer and Seller will retain the additional independent consideration.

(b) Buyer authorizes escrow agent to release and deliver to Seller the following at any time upon Seller's request without further notice to or consent from Buyer:

(i) The additional independent consideration.

(ii) *(Check no boxes or only one box.)*

☐ all or ☐ \$_____ of the remaining portion of the additional earnest money, which will be refunded to Buyer if Buyer terminates under this Paragraph 7B or if Seller defaults under this contract.

If no dollar amount is stated in this Paragraph 7B(2) as additional earnest money or as additional independent consideration, or if Buyer fails to timely deliver the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(2) Buyer must:

(a) employ only trained and qualified inspectors and assessors;

(b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;

(c) abide by any reasonable entry rules or requirements of Seller;

(d) not interfere with existing operations or occupants of the Property; and

(e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within 10 days after the effective date, Seller will deliver to Buyer the following to the extent in Seller's possession or control: *(Check all that apply.)*

☐ (a) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;

☐ (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;

☒ (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;

☐ (d) copies property tax statements for the Property for the previous 2 calendar years;

☒ (e) plats of the Property;

☐ (f) copies of current utility capacity letters from the Property's water and sewer service provider; and

☐ (g) _____

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- ☒ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- ☒ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- ☒ (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any advance sums paid by a tenant under any lease;
- (4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within _____ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Burns Commercial Properties, LLC

Cooperating Broker: _____

Agent: Mark Whatley

Agent: _____

Address: 909 ESE Loop 323, Ste. 650

Address: _____

Tyler, TX 75701

Phone & Fax: (903)534-1200

Phone & Fax: _____

E-mail: mwhatley@bcptx.com

E-mail: _____

License No.: _____

License No.: _____

Principal Broker: (Check only one box)

Cooperating Broker represents Buyer.

☐ represents Seller only.

☒ represents Buyer only.

☐ is an intermediary between Seller and Buyer.

B. Fees: (Check only (1) or (2) below.)

(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

☐ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

☒ (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:

☒ 3.000 % of the sales price.

Cooperating Broker a total cash fee of:

☐ _____ % of the sales price.

The cash fees will be paid in Smith County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:

(1) ☒ 30 days after the expiration of the feasibility period.

☐ _____ (specific date).

(2) 7 days after objections made under Paragraph 6C have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

(TXR-1802) 07-08-22

Initialed for Identification by Seller SM and Buyer EA

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Burns Commercial Properties, LLC 909 ESE Loop 323, Suite 650 Tyler, TX 75701
Mark Whatley

Phone: 903.534.1200 Fax: _____
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- C. At closing, Seller will execute and deliver, at Seller's expense, a ☐ general ☒ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
- (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
 - (2) without any assumed loans in default; and
 - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
- (1) tax statements showing no delinquent taxes on the Property;
 - (2) an assignment of all leases to or on the Property;
 - (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
 - (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
 - (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
 - (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.
- E. At closing, Buyer will:
- (1) pay the sales price in good funds acceptable to the title company;
 - (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
 - (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies the exact dollar amount of the security deposit;
 - (4) sign an assumption of all leases then in effect; and
 - (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.
- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.
11. **POSSESSION:** Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.
12. **SPECIAL PROVISIONS:** The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*
- a) Contract shall be subject to final review and approval of the Tyler City Council.

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:

- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
- (2) release of Seller's loan liability, if applicable;
- (3) tax statements or certificates;
- (4) preparation of the deed;
- (5) one-half of any escrow fee;
- (6) costs to record any documents to cure title objections that Seller must cure; and
- (7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:

- (1) all loan expenses and fees;
- (2) preparation of any deed of trust;
- (3) recording fees for the deed and any deed of trust;
- (4) premiums for flood insurance as may be required by Buyer's lender;
- (5) one-half of any escrow fee;
- (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
- (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure

(TXR-1802) 07-08-22

Initiated for Identification by Seller SM

and Buyer EF

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Burns Commercial Properties, LLC 909 888 Loop 323, Suite 650 Tyler, TX 75701
Mark Whitley

Phone: 903.534.1200 Fax: 903.534.1201
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except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or
(Check if applicable)

☐ enforce specific performance, or seek such other relief as may be provided by law.

B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:

- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
- (2) extend the time for performance up to 15 days and the closing will be extended as necessary.

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:

- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
- (2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

- A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or
- B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
 - (1) Seller and the sales price will be reduced by the same amount; or
 - (2) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.
- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.

- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. ☐ Seller ☐ Buyer Intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

- ☐ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).
- ☒ B. Except as otherwise provided in this contract, Seller is not aware of:
- (1) any subsurface: structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (3) any environmental hazards or conditions that materially affect the Property;
 - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (7) any threatened or endangered species or their habitat on the Property;
 - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (10) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- ☒ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- ☒ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this

Commercial Contract - Unimproved Property concerning 3150 Robertson Road, Tyler, TX 75701

contract shall not be affected thereby. All individuals signing represent that they have the authority to sign on behalf of and bind the party for whom they are signing.

- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- D. Addenda which are part of this contract are: *(Check all that apply.)*
- | | |
|-------------------------------------|---|
| ☐ | (1) Property Description Exhibit Identified in Paragraph 2; |
| ☐ | (2) Commercial Contract Financing Addendum (TXR-1931); |
| ☐ | (3) Commercial Property Condition Statement (TXR-1408); |
| ☐ | (4) Commercial Contract Addendum for Special Provisions (TXR-1940); |
| ☐ | (5) Notice to Purchaser of Real Property in a Water District (MUD); |
| ☐ | (6) Addendum for Coastal Area Property (TXR-1915); |
| ☐ | (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916); |
| ☒ | (8) Information About Brokerage Services (TXR-2501); |
| ☐ | (9) Information About Mineral Clauses in Contract Forms (TXR-2509); |
| ☐ | (10) Notice of Obligation to Pay Improvement District Assessment (TXR-1955, PID); and |
| ☒ | (11) <u>Special Provisions Addendum</u> |

(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)

- E. Buyer ☐ may ☒ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or federal reserve bank holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or federal reserve bank holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receives this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before

(TXR-1802) 07-08-22

Initialed for Identification by Seller SM and Buyer EA

Page 12 of 15

Burns Commercial Properties, L.L.C. 909 ESR Loop 313, Suite 650 Tyler, TX 75701
Mark Whalley

Phone: 903.534.1200 Fax
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

TREC to City

the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract (*the Addendum for Coastal Area Property (TXR-1915) may be used*).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (*the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used*).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- I. PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller is required by §5.014, Property Code to give Buyer a written notice concerning the obligation to pay assessments. The form of the required notice is available as a part of the Notice of Obligation to Pay Improvement District Assessment (TXR-1955).
- J. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____
26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on March 21, 2025, the offer will lapse and become null and void.

(TXR-1802) 07-08-22

Initialed for Identification by Seller SM and Buyer EB

Page 13 of 16

Borne Commercial Properties, LLC 909 268 Loop 333, Suite 650 Tyler, TX 75701
Mark Whalley

Phone: 409.534.1200 Fax: _____
Produced with Lone Wolf Transactions (zipform Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwtx.com

TEOC is City of

Commercial Contract - Unimproved Property concerning 3150 Robertson Road, Tyler, TX 75701

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. **CONSULT** your attorney **BEFORE** signing.

Seller: Tyler Economic Development Council

Buyer: City of Tyler

By:

Scott Martinez

By (signature):

Printed Name: Scott Martinez

Title: CEO

By:

Edward Broussard

By (signature):

Printed Name: Edward Broussard

Title: City Manager

By:

By (signature):

Printed Name:

Title:

By:

By (signature):

Printed Name:

Title:

(TXR-1802) 07-08-22

Page 14 of 16

Buras Commercial Properties, LLC 909 ESE Loop 323, Suite 650 Tyler, TX 75701
Mark Whalley

Phone: 903.534.1100 Fax:
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwof.com

TEDC to City of

AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay _____ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

☐ \$ _____, or
☐ _____ % of the sales price, or
☐ _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: _____

Cooperating Broker: _____

By: _____

By: _____

ATTORNEYS

Seller's attorney: _____

Buyer's attorney: _____

Address: _____

Address: _____

Phone & Fax: _____

Phone & Fax: _____

E-mail: _____

E-mail: _____

Seller's attorney requests copies of documents, notices, and other information:

☐ the title company sends to Seller.
☐ Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:

☐ the title company sends to Buyer.
☐ Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

☒ A. the contract on this day March 28, 2025 (effective date);

☒ B. earnest money in the amount of \$ 10,000 in the form of City ck #436250
on March 28, 2025.

Title company: _____

Address: CENTRAL TITLE COMPANY

By: Charles Owen

6783 Old Jacksonville Hwy

Phone & Fax: Tyler, Texas 75703

Assigned file number (GF#): _____

E-mail: COWEN@Centraltitle.com

SPECIAL PROVISIONS ADDENDUM

THIS SPECIAL PROVISIONS ADDENDUM ("Addendum") is attached to, and made a part of, the Commercial Contract – Unimproved Property by and between the undersigned Seller and the undersigned Purchaser (the "Contract"). Terms defined in the Contract shall have the same meaning when used in this Addendum unless otherwise specifically provided herein. This Addendum is intended to supplement and modify the terms of the Contract. However, in the event of any conflict between the terms of this Addendum and the terms of the Contract or any other exhibit/attachment to the Contract, this Addendum shall govern and control.

Seller and Purchaser agree to the following special provisions:

1. Notice to Seller's Counsel. Any notice or other communication sent to Seller under the terms of the Contract shall also be sent to Seller's counsel at the following address:

James L. Hedrick
Potter Minton, a professional corporation
102 North College, Suite 900
Tyler, Texas 75702
jimhedrick@potterminton.com

2. AS IS SALE. Purchaser stipulates and agrees that the Property is purchased and sold **AS IS AND WITH ALL FAULTS**, and without any verbal or written representations or warranties of any kind, express or implied (except for special warranty of title), by Seller or any agent of Seller, and Purchaser stipulates and agrees that:
 - (i) All implied warranties (including, without limitation, the implied warranties of merchantability and fitness for a particular purpose) are disclaimed to the full extent allowed by applicable law;
 - (ii) Seller has no obligation to make any disclosures regarding the Property;
 - (iii) Purchaser will have an adequate opportunity to thoroughly inspect the Property prior to closing; does not require Seller to inspect the Property; and shall satisfy itself regarding the physical condition of the Property and its suitability for Purchaser's contemplated use and improvements; and
 - (iv) Purchaser has not, and will not, rely upon any representations or statements made by Seller or any agent or representative of Seller.

The provisions of this Section 2 are the basis of the bargain between Seller and Purchaser; are reflected in the Sales Price of the Property; and shall survive closing. Purchaser stipulates and agrees that Seller would not enter into the Contract without the disclaimer contained in this Section 2.

3. Property and Survey. The Property is more fully described as 14.631 acres of land, more or less, being Lot 3-P as shown on Amending Plat Fourteenth Amendment Tyler Industrial Park, City of Tyler, recorded in Cabinet F, Slide 68-A of the Plat Records of Smith County, Texas. Seller does not have a survey of the Property and shall not be required to provide a survey or a survey affidavit. Purchaser may survey the Property at Purchaser's option and expense and shall provide a copy of the plat of survey to Seller.

4. Property Information. Any reliance by Purchaser on materials provided by Seller pursuant to Section 7.D(1) of the Contract shall be at Purchaser's sole risk.
5. Board Approval Required. This Contract is contingent on approval of this sale by the Board of Directors of Seller.
6. Legal Representation. Purchaser acknowledges and agrees that Potter Minton (James L. Hedrick) represents only Seller, not Purchaser. Purchaser agrees not to rely upon any advice, counsel or statements of any kind by Seller's attorney. Seller and Purchaser waive any conflicts of interest.

PURCHASER:
CITY OF TYLER

By: Edward Broussard
Edward Broussard, City Manager

By: Cassandra Brager
Cassandra Brager, City Clerk



SELLER:
TYLER ECONOMIC DEVELOPMENT COUNCIL

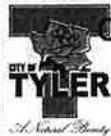
By: Scott Martinez
Scott Martinez, President and CEO

DATE	INVOICE #	INVOICE DESCRIPTION	PO NUMBER	AMOUNT
03/28/2025	EARNEST MONEY	FIRE TRAINING FACIL	306201	10,000.00
CENTRAL TITLE COMPANY			12054	TOTAL
				10,000.00

Please Detach Here and Retain Top Portion For your Records



ORIGINAL CHECK HAS A COLORED BACKGROUND PRINTED ON CHEMICAL REACTIVE PAPER



City of Tyler

212 N. Bonner
PO Box 2039
Tyler, Texas 75710Southside Bank
Tyler, Texas

VOID AFTER 90 DAYS

VENDOR NUMBER	DATE	CHECK NUMBER	NET AMOUNT
12054	03/28/2025	436250	\$*****10,000.00

CITY OF TYLER, TEXAS
CENTRAL CASH FUNDPAY THE SUM
OF TEN THOUSAND AND 00/100 DOLLARSPAY
TO THE
ORDER
OF
CENTRAL TITLE COMPANY
6783 OLD JACKSONVILLE HWY
TYLER TX 75703
AUTHORIZED SIGNATURE
AUTHORIZED SIGNATURE



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. C-A-1

Date: April 9, 2025

Subject: Request that the City Council consider authorizing the City Manager to apply for and accept Smith County 9-1-1 District participation funding for facility and equipment upgrades for the Tyler Police Department, in the amount of \$15,583.30.

Item Reference:

As part of the Tyler Police Department Public Safety Answering Point (PSAP), telecommunicators provide services for law enforcement and fire personnel. They also answer initial calls for Emergency Medical Services and forward citizens to the appropriate response agency. In an on-going effort to maintain state-of-the-art equipment and remain responsive to the needs of Tyler citizens, there is an occasional need to evaluate and update facilities and equipment.

In November 2024, a compressor failed in the Dispatch air conditioning system, which was determined to be almost 20 years old. The physical environment for employees inside Dispatch is a critical component for successful delivery of 9-1-1 services. A new air conditioning system was installed by a city vendor as an emergency replacement for \$11,983.30.

While evaluating PSAP facility security, the Police Department determined an upgrade was warranted to the front perimeter fencing at PD Headquarters to prevent unauthorized access to an exterior Dispatch break area and exterior door. In December 2024, ninety-seven (97) feet of commercial grade galvanized chain link fencing with vertical slats was installed on top of a concrete ledge. The cost for this facility upgrade was \$3,600.

Each year, Smith County 9-1-1 District allows for Public Safety Answering Point (PSAP) funding reimbursements. The total cost for this PSAP funding request is \$15,583.30. Per Smith County 9-1-1 District PSAP funding guidelines, any funding requests more than \$5,000 must be authorized by the governing body of the requesting agency, in addition to submission of the form(s) attached.

RECOMMENDATION:

It is recommended that the City Council approve the attached PSAP Participation Project funding requests and authorize the City Manager to accept Smith County 9-1-1 District funding in the amount of \$15,583.30 for various facility and equipment upgrades for the Tyler Police Department.

Attachments:

PSAP Part. Funding request form - Dispatch AC

PSAP Part. Funding request form - Dispatch security fencing

Drafted/Recommended By:

Department Leader

Jimmy E. Toler / Chief of Police

Edited/Submitted By:

City Manager

**REQUEST FOR PUBLIC SAFETY ANSWERING POINT (PSAP) PROJECT PARTICIPATION
FUNDS FROM SC 9-1-1 DISTRICT**

Date of Request: **04-09-2025**

The City of Tyler, a local governmental entity in Smith County, Texas, hereby requests that the SC 9-1-1 District consider and approve this Request for Public Safety Answering Point (PSAP) Project Participation Funds to enhance and improve 9-1-1 System operations as described:

- A. **Amount of Funds Requested** –\$11,983.30
- B. **Description of how funds will be used to enhance or improve 9-1-1 operations in Smith County:** Tyler PD's Public Safety Answering Point (PSAP) received a new air conditioning system in late November 2024 due to a failed compressor. The physical environment of employees within the communications center is a critical component for success. Due to its status as a critical component inside Dispatch, the air conditioning system was considered as an emergency replacement through one of the city's normal vendors. The requested funds will be designated as a reimbursement for the expenditure made from a police maintenance account.

I, the undersigned, am authorized to enter contracts on behalf of City of Tyler and I here represent that I am authorized to make this funding request on behalf of the City of Tyler.

I understand that should this request be approved, this Request form shall so note and be signed by the SC 9-1-1 Director and that by the addition of his signature, this document will be attached as either a fully incorporated EXHIBIT or AMENDMENT to the original *INTERLOCAL PUBLIC SAFETY ANSWERING POINT (PSAP) PROJECT PARTICIPATION FUNDING AGREEMENT* between SC 9-1-1 District and the City of Tyler.

I understand that should this request be denied, that the same or different future funding requests may be made and that each such request will be reviewed and approved or denied based on the totality of circumstances and funding opportunities available at the time of each such request.

Signed this _____ day of _____, 2025.

On behalf of the City of Tyler:

Mayor Donald Warren, City of Tyler Authorized Representative

FOR SC 9-1-1 DISTRICT USE ONLY: Funding Approval or Denial

1.____ Having considered the foregoing and finding that mutual interests to improve Smith County 9-1-1 System services are served by granting the above-described funding request, the request is **HEREBY APPROVED**.

OR

2.____ The District, having considered the above request, cannot currently fund the described project and therefore, the request is **HEREBY DENIED**.

Signed this _____ day of _____, 2025.

On behalf of SC 9-1-1 District:

Bill Morales, Director

A copy of the signed Request form shall be sent to the requesting entity by certified mail, return receipt requested.

**REQUEST FOR PUBLIC SAFETY ANSWERING POINT (PSAP) PROJECT PARTICIPATION
FUNDS FROM SC 9-1-1 DISTRICT**

Date of Request: **04-09-2025**

The City of Tyler, a local governmental entity in Smith County, Texas, hereby requests that the SC 9-1-1 District consider and approve this Request for Public Safety Answering Point (PSAP) Project Participation Funds to enhance and improve 9-1-1 System operations as described:

- A. **Amount of Funds Requested** –\$3,600.00
- B. **Description of how funds will be used to enhance or improve 9-1-1 operations in Smith County:** As part of a continuous evaluation of ways to secure and enhance the delivery of 9-1-1 operations from Tyler PD's Public Safety Answering Point (PSAP), perimeter security fencing was installed for Dispatch in December 2024. Specifically, 97 feet of commercial grade galvanized chain link fence with vertical slats was installed to secure and block an exterior Dispatch door and exterior Dispatch break area from public access. The requested funds will be designated as a reimbursement for the expenditure made from a police maintenance account.

I, the undersigned, am authorized to enter contracts on behalf of City of Tyler and I here represent that I am authorized to make this funding request on behalf of the City of Tyler.

I understand that should this request be approved, this Request form shall so note and be signed by the SC 9-1-1 Director and that by the addition of his signature, this document will be attached as either a fully incorporated EXHIBIT or AMENDMENT to the original *INTERLOCAL PUBLIC SAFETY ANSWERING POINT (PSAP) PROJECT PARTICIPATION FUNDING AGREEMENT* between SC 9-1-1 District and the City of Tyler.

I understand that should this request be denied, that the same or different future funding requests may be made and that each such request will be reviewed and approved or denied based on the totality of circumstances and funding opportunities available at the time of each such request.

Signed this _____ day of _____, 2025.

On behalf of the City of Tyler:

Mayor Donald Warren, City of Tyler Authorized Representative

FOR SC 9-1-1 DISTRICT USE ONLY: Funding Approval or Denial

1.____ Having considered the foregoing and finding that mutual interests to improve Smith County 9-1-1 System services are served by granting the above-described funding request, the request is **HEREBY APPROVED**.

OR

2.____ The District, having considered the above request, cannot currently fund the described project and therefore, the request is **HEREBY DENIED**.

Signed this _____ day of _____, 2025.

On behalf of SC 9-1-1 District:

Bill Morales, Director

A copy of the signed Request form shall be sent to the requesting entity by certified mail, return receipt requested.



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. C-A-2

Date: April 9, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute a contract with Lone Star Equipment Co., for the construction of the 2025 Seal Coat Project in the amount of \$958,967.20.

Item Reference:

Based on the pavement ratings, a list of streets in need of a seal coat was advertised for bids. The project consists of 21 lane miles of roads. A list of streets to be seal-coated is attached, along with a map of these streets. Two (2) bids were received and opened on Tuesday, March 11, 2025:

COMPANY: BASE BID - ALT 1 - ALT 2 - ALT 3 - TOTAL

Lone Star Equipment Co.: \$799,408.15 - \$37,607.30 - \$62,420.50 - \$97,138.55 - \$996,574.50

Reynolds and Kay: \$882,440.50 - \$42,660.00 - \$70,085.00 - 106,974.00 - \$1,102,159.50

The Engineer's estimate, which was based on prices from the 2024 Seal Coat Improvements project, was between the bids received. The Engineering Department has reviewed the bids and recommends acceptance of the Base Bid plus Alternates 2 and 3, for a total contract amount of \$958,967.20. Construction is expected to begin in May 2025 and be complete in September 2025.

General Fund 103 will account for \$917,100.15 of the Seal Coat and replacement striping. The Traffic department will fund \$34,416.35 for the maintenance striping. Parks will fund \$7,450.70 for the Fair Park Drive parking striping.

FUNDING: General Fund 103 (Street Commitment Fund), Traffic Dept., Parks Dept.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute a contract with Lone Star Equipment Co., for the construction of the 2025 Seal Coat Project in the amount of \$958,967.20.

Attachments:

[2025 Seal Coat Street List](#)

[2025 Seal Coat Maps Combined](#)

[2025 Seal Coat - Bid Tabulation](#)

Drafted/Recommended By:

Department Leader

Darin Jennings

Edited/Submitted By:

City Manager

2025 Seal Coat Quantities

STREET	LIMITS FROM	LIMITS TO	GROUP	COMMENTS	ROCK TYPE	FOG SEAL	LENGTH (ft)	WIDTH (ft)	AREA (yd²)	ASPH (GAL) (.36-#4)	ASPH (GAL) (.25-#5)	#4 ROCK (SY)	#5 ROCK (SY)	Fog Seal Gal #4 Rock (.15 Gal/SY)	Fog Seal Gal #5 Rock (.13 Gal/SY)	BASE REPAIR (EST) (TON)
Summit Ave	DE (E Vance)	DE (E Olive)	Vance	Fog Seal, Shade	#5	Yes	2075	25	5764	-	1441	-	5764	-	224.8	97.86
Hillsboro	DE (N Central)	E Gentry	Vance	Fog Seal, Shade, Crosswalk and Stop Bar	#5	Yes	950	26	2744	-	686	-	2744	-	107.0	0.00
E Laurel St	Gentry Blvd	DE (N Central)	Vance	Fog Seal, Shade, Crosswalks and Stop Bar	#5	Yes	950	26	2744	-	686	-	2744	-	107.0	35.93
E Vance	E Gentry	N Church	Vance	Fog Seal, Shade, Crosswalks and Stop Bar	#5	Yes	2102	26	6072	-	1518	-	6072	-	236.8	0.00
Central	DE	Olive	Vance	Fog Seal, Shade	#5	Yes	1920	28	5973	-	1493	-	5973	-	233.0	11.37
Olive	Gentry Blvd	DE	Vance	Fog Seal, Shade, Crosswalk and Stop Bar	#5	Yes	1000	28	3111	-	778	-	3111	-	121.3	1.10
E Vance	Gentry Blvd	N Central	Vance	Fog Seal, Shade, Crosswalks and Stop Bars	#5	Yes	590	22	1442	-	361	-	1442	-	56.2	75.53
Church Ave	MLK	E Vance	Vance	Fog Seal, Shade, Crosswalk	#4	Yes	1050	40	4667	1680	-	4667	-	210.0	-	0.00
Church Ave	E Vance	Pabst	Vance	Fog Seal, Shade, Stop bar at Gentry	#4	Yes	1230	22	3007	1082	-	3007	-	135.3	-	14.85
Nutbush	Carlyle	Gentry	Vance	Fog Seal, Shade	#5	Yes	1860	28	5787	-	1447	-	5787	-	225.7	13.35
Haynie	DE	Camp	Vance	Fog Seal, Shade, Crosswalks stop bars	#5	Yes	2850	28	8867	-	2217	-	8867	-	345.8	96.14
Owens	Nutbush	Vance	Vance	Fog Seal, Shade, Shared Bike	#5	Yes	575	28	1789	-	447	-	1789	-	69.8	11.00
Winona	DE	Hillsboro	Vance	Fog Seal, Shade, Crosswalks stop bars	#5	Yes	2420	28	7529	-	1882	-	7529	-	293.6	51.19
Emma St	S Englewood	DE (S Confederate)	Bryan	Fog Seal, Shade	#5	Yes	524	24	1397	-	349	-	1,397	-	54	28.71
S Englewood Ave	Roberts Ave	Emma St	Bryan	Fog Seal, Shade	#5	Yes	1015	27	3045	-	761	-	3,045	-	119	57.97
S Confederate Ave	Bryan St	W Houston St	Bryan	Fog Seal, Shade	#5	Yes	439	20	976	-	244	-	976	-	38	44.48
S Confederate Ave	Glenwood Blvd	DE	Bryan	Fog Seal, Shade	#4	Yes	353	24	941	339	-	941	-	42.4	-	39.45
S Englewood Ave	Houston	Connally St	Bryan	Fog Seal, Shade	#5	Yes	1167	28	3631	-	908	-	3,631	-	142	72.45
S Englewood Ave	S Houston Ave	DE	Bryan	Fog Seal, Shade	#4	Yes	100	28	311	112	-	311	-	14.0	-	26.40
S Houston St	Peach Ave	S Glenwood Blvd	Bryan	Seal Coat and Fog Seal, Replace Striping	#4	Yes	2450	52	14156	5096	-	14156	-	637.0	-	52.51
Fair Park Dr	S Peach Ave	Rose Park	Bryan	Seal Coat and Fog Seal, Construct before island on 2025 AE proj., new bike lane and parking striping	#5	Yes	785	56	4884	-	1221	-	4,884	-	190	28.38
Fair Park Dr	Rose Park	Front	Bryan	Fog Seal for aesthetics, New parking striping	#5	Yes	1675	48	8933	-	2233	-	8,933	-	348	125.00
S Ross Ave	Lindsey Ln	W Dobbs (DE)	Bryan	Fog Seal, Shade	#5	Yes	313	22	765	-	191	-	765	-	30	5.50
W Dobbs	Glenwood	S Englewood	Bryan	Fog Seal, Shade	#5	Yes	925	28	2878	-	719	-	2,878	-	112	8.51
Herndon Ave	Front St	Glenwood Blvd	Bryan	Fog Seal, Shade	#5	Yes	821	27	2463	-	616	-	2,463	-	96	29.08
Bryan St	S Ross	Herndon	Bryan	Fog Seal, Shade	#5	Yes	135	18	270	-	68	-	270	-	11	0.00
Bryan St	Glenwood Blvd	S Ross	Bryan	Fog Seal, Shade	#5	Yes	165	19	348	-	87	-	348	-	14	5.28
Williams St	Herndon Ave	S Ross	Bryan	Fog Seal, Shade	#5	Yes	148	16	263	-	66	-	263	-	10	18.33
S Ross Ave	Glenwood Blvd	DE	Bryan	Fog Seal, Shade	#5	Yes	615	22	1503	-	376	-	1,503	-	59	39.01
W Dobbs	S Palace Ave	S Vine Ave	Bryan	Fog Seal, Shade	#5	Yes	465	28	1447	-	362	-	1,447	-	56	0.00
Bryan St	Glenwood Blvd	S Confederate Ave	Bryan	Fog Seal, Shade	#5	Yes	206	20	458	-	114	-	458	-	18	12.47
Grove	Englewood Ave	Ross	Bryan	Fog Seal, Shade	#5	Yes	631	24	1683	-	421	-	1,683	-	66	17.53
Augusta Ave	Glenwood	Lindsey Ln	Bryan	Fog Seal, Shade	#5	Yes	2200	28	6844	-	1711	-	6,844	-	267	0.00
San Jacinto Dr	Lake Placid	Terra Haute Dr	Bryan	Fog Seal, Shade, Bike Lane	#5	Yes	2330	32	8284	-	2071	-	8,284	-	323	0.00
									124977	8309	25474	23081.333	101896	1038.7	3,973.94	1,019

2025 Seal Coat Quantities

STREET	LIMITS FROM	LIMITS TO	GROUP	COMMENTS	ROCK TYPE	FOG SEAL	LENGTH (ft)	WIDTH (ft)	AREA (yd²)	ASPH (GAL) (.36-#4)	ASPH (GAL) (.25-#5)	#4 ROCK (SY)	#5 ROCK (SY)	Fog Seal Gal #4 Rock (.15 Gal/SY)	Fog Seal Gal #5 Rock (.13 Gal/SY)	BASE REPAIR (EST) (TON)
Alternate 1																
Bow St	Gentry	Palace	Bow	Fog Seal, Shade	#4	Yes	1635	35	6358	2289	-	6358	-	286.1	-	44.66
Alternate 2																
W Oakwood St	N Parkdale Dr	Barron Ave	McCullar	Fog Seal, Shade	#4	Yes	1454	28	4524	1628	-	4524	-	203.6	-	40.96
Northcrest Dr	W Oakwood St	N Parkdale Dr	McCullar	Fog Seal, Shade	#5	Yes	1180	28	3671	-	918	-	3,671	-	143	24.27
McCullar	Bellaire Dr	Forest Ave	McCullar	Fog Seal, Shade	#5	Yes	584	28	1817	-	454	-	1,817	-	71	49.28
Lawler Pl	McCullar Dr.	DE	McCullar	Fog Seal, Shade	#5	Yes	310	24	827	-	207	-	827	-	32	0.00
									10838	1628	1579	4524	6,315	203.6	246.3	114.51
Alternate 3																
Reick Rd	Broadway Ave	New Copeland	Reick	Fog Seal, Shade	#4	Yes	4300	36	17200	6192	-	17200	-	774.0	-	67.36

2025 Seal Coat Streets City Wide

Alt. 1 Bow Group

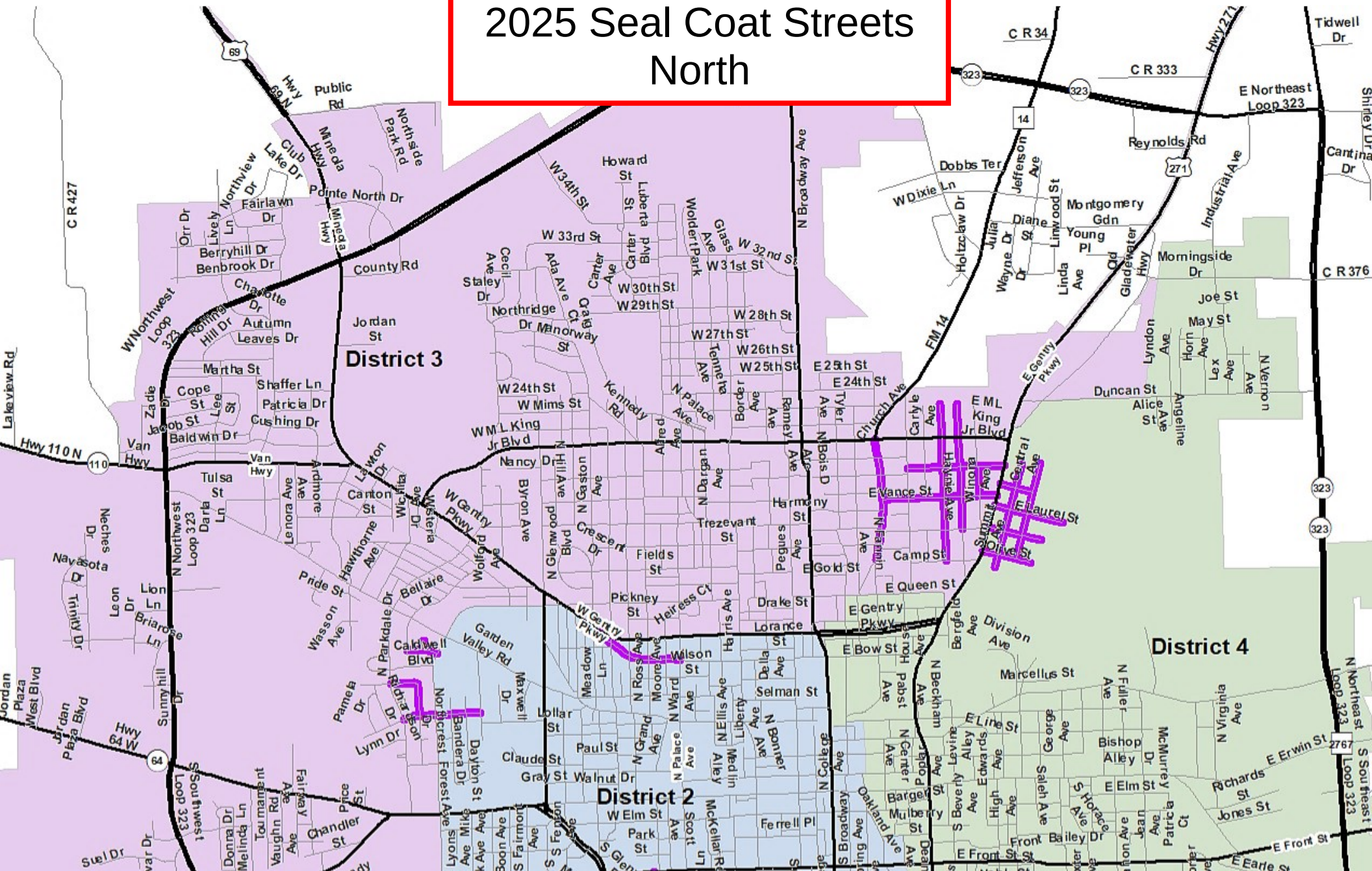
Alt. 2 McCullar Group

Vance Group

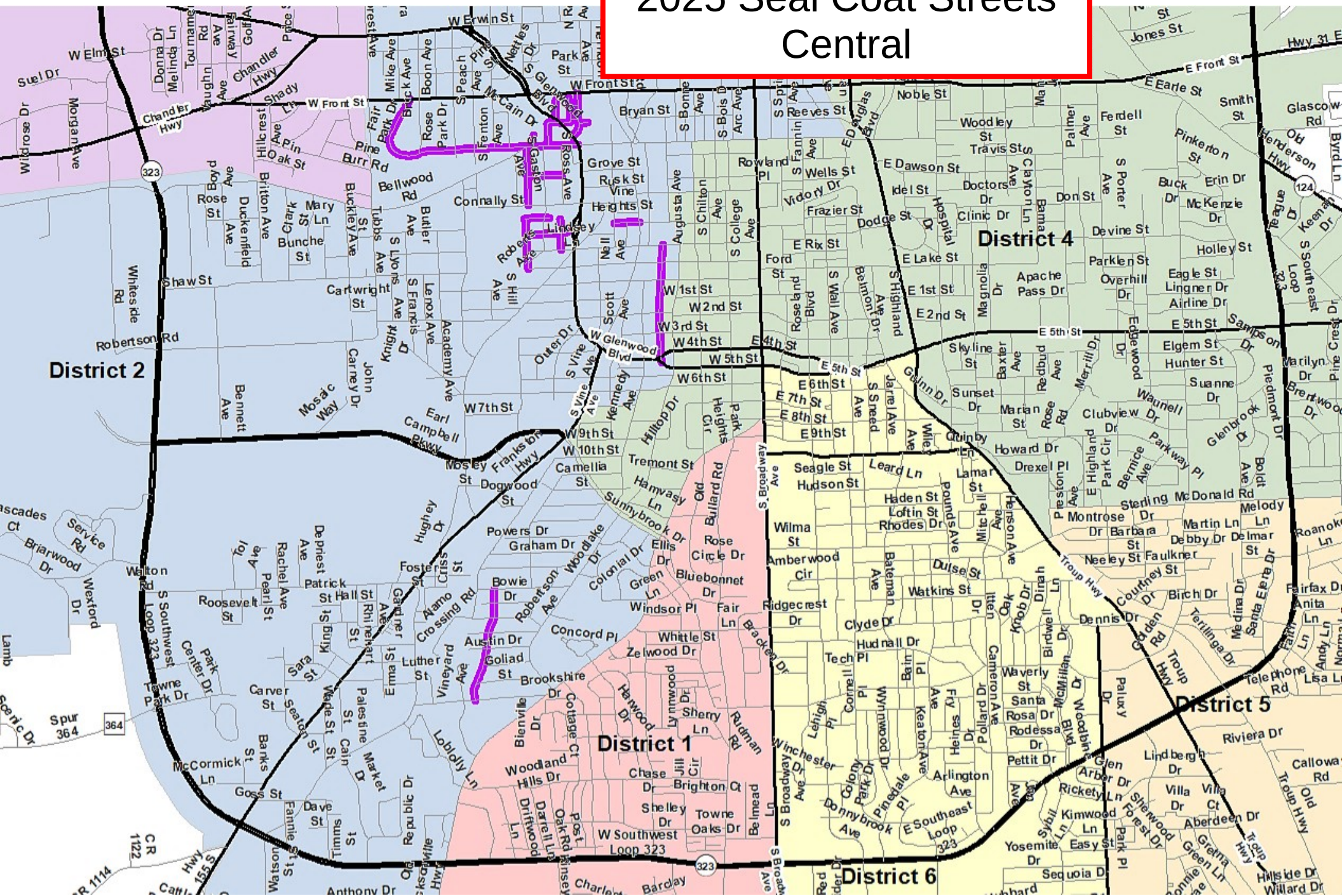
Bryan Group

Alt. 3 Reick Group

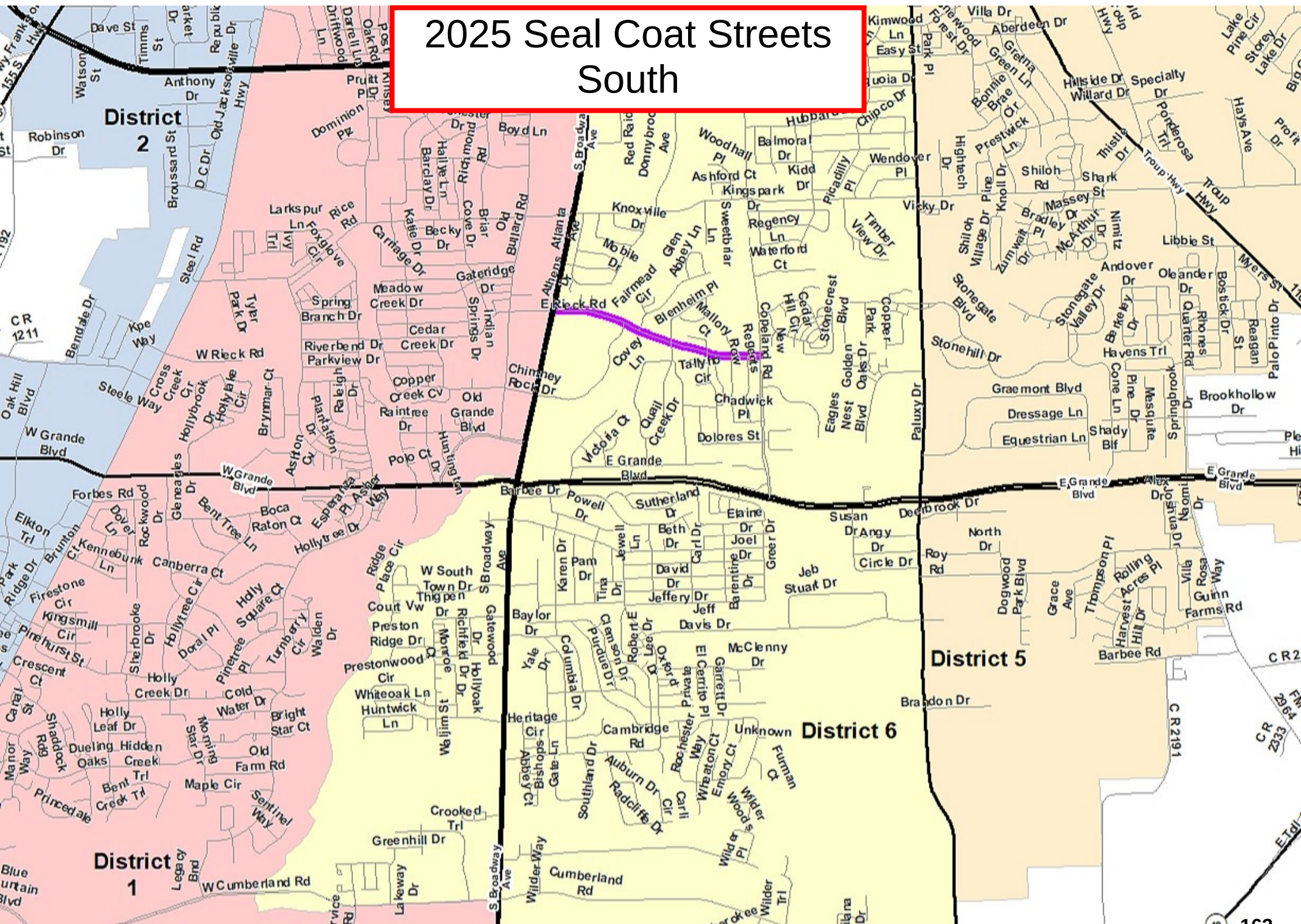
2025 Seal Coat Streets North



2025 Seal Coat Streets Central



2025 Seal Coat Streets South



2025 SEAL COAT BASE BID:

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	CONTRACT QUANTITY	EOPC		1 REYNOLDS AND KAY		2 LONESTAR EQUIPMENT Co.	
				UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
315-4	Fog Seals, No. 4 Rock, (23,100 SY, 30/70, 0.15 gal/SY), in place, as per plans and specifications, per gallon emulsion, for	GAL	1,050	\$ 12.18	\$ 12,789.00	\$ 11.00	\$ 11,550.00	\$ 11.00	\$ 11,550.00
315-5	Fog Seals, No. 5 Rock, (102,000 SY, 30/70, 0.13 gal/SY), in place, as per plans and specifications, per gallon emulsion, for	GAL	4,000	\$ 12.18	\$ 48,720.00	\$ 9.70	\$ 38,800.00	\$ 11.00	\$ 44,000.00
316-A4	AC-20-5TR or AC-20-XP (avg. 0.36 gal/SY), in place, as per plans and specifications, per gallon, for	GAL	8,320	\$ 4.85	\$ 40,352.00	\$ 5.40	\$ 44,928.00	\$ 4.75	\$ 39,520.00
316-A5	AC-20-5TR or AC-20-XP (avg. 0.25 gal/SY), in place, as per plans and specifications, per gallon, for	GAL	25,480	\$ 4.85	\$ 123,578.00	\$ 4.80	\$ 122,304.00	\$ 4.50	\$ 114,660.00
316-PD4	Type PD or PL, Grade 4 Aggregate, in place, as per plans and specifications, per square yard, for	SY	23,100	\$ 1.75	\$ 40,425.00	\$ 1.50	\$ 34,650.00	\$ 1.66	\$ 38,346.00
316-PD5	Type PD or PL, Grade 5 Aggregate, in place, as per plans and specifications, per square yard, for	SY	102,000	\$ 1.55	\$ 158,100.00	\$ 1.10	\$ 112,200.00	\$ 1.47	\$ 149,940.00
351	Flexible Pavement Structure Repair 6" (Type C), in place, as per plans and specifications, per ton, for	TONS	1,100	\$ 225.00	\$ 247,500.00	\$ 300.00	\$ 330,000.00	\$ 223.50	\$ 245,850.00
502	Barriades, signs and traffic control, in place, as per plans and specifications, per lump sum, for	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 28,000.00	\$ 28,000.00	\$ 10,000.00	\$ 10,000.00
666SY-4	ReflectORIZED pavement markings, Type I (Yellow) (4") (Solid), as per plans and specifications, per linear foot, for	LF	10,290	\$ 1.03	\$ 10,598.70	\$ 0.90	\$ 9,261.00	\$ 0.82	\$ 8,437.80
666BY-4	ReflectORIZED pavement markings, Type I (Yellow) (4") (Broken), as per plans and specifications, per linear foot, for	LF	760	\$ 1.03	\$ 782.80	\$ 1.00	\$ 760.00	\$ 1.03	\$ 782.80
666SW-4	ReflectORIZED pavement markings, Type I (White) (4") (Solid), as per plans and specifications, per linear foot, for	LF	14,080	\$ 1.03	\$ 14,502.40	\$ 0.90	\$ 12,672.00	\$ 0.85	\$ 11,968.00
666SW-8	ReflectORIZED pavement markings, Type I (White) (8") (Solid) (Turn Lane and Crosswalk), as per plans and specifications, per linear foot, for	LF	300	\$ 1.80	\$ 540.00	\$ 1.70	\$ 510.00	\$ 1.55	\$ 465.00
666SW-12	ReflectORIZED pavement markings, Type I (White) (12") (Solid) (Crosswalk Stripe), as per plans and specifications, per linear foot, for	LF	450	\$ 9.20	\$ 4,140.00	\$ 8.00	\$ 3,600.00	\$ 4.55	\$ 2,047.50
666SW-24	ReflectORIZED pavement markings, Type I (White) (24") (Stop Bar, Buffers, and Mid-Block Crosswalks), as per plans and specifications, per linear foot, for	LF	1,095	\$ 14.00	\$ 15,330.00	\$ 10.60	\$ 11,607.00	\$ 7.10	\$ 7,774.50
666RR	ReflectORIZED pavement markings, Type I (White) (RR-Xing w/o Stop Bars), as per plans and specifications, per each, for	EA	4	\$ 675.00	\$ 2,700.00	\$ 600.00	\$ 2,400.00	\$ 680.00	\$ 2,720.00
666-O	ReflectORIZED pavement markings, Type I, (White) ("ONLY") Symbol, as per plans and specifications per each, for	EA	2	\$ 285.00	\$ 570.00	\$ 270.00	\$ 540.00	\$ 220.00	\$ 440.00
666A-LT	ReflectORIZED pavement markings, Type I, (Left Turn Arrow), as per plans and specifications per each, for	EA	6	\$ 246.00	\$ 1,476.00	\$ 215.00	\$ 1,290.00	\$ 167.00	\$ 1,002.00
666BS	ReflectORIZED pavement markings, Type I, (Bicycle Marking with Arrow), as per plans and specifications per each, for	EA	43	\$ 412.00	\$ 17,716.00	\$ 400.00	\$ 17,200.00	\$ 410.00	\$ 17,630.00
672-II	Raised Pavement Markers, Type II, (Blue for Fire Hydrant Markers), as per plans and specifications, per each, for	EA	50	\$ 8.60	\$ 430.00	\$ 14.00	\$ 700.00	\$ 8.15	\$ 407.50
800	Allowance for construction contingency, as per plans and specification, per lump sum, for	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
TOTAL				\$ 815,249.90		\$ 832,972.00		\$ 757,541.10	

Base Bid: Parks Department Fair Park Parking (Separate Invoice)

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	CONTRACT QUANTITY	EOPC		1 REYNOLDS AND KAY		2 LONESTAR EQUIPMENT Co.	
				UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
666 SY-4	ReflectORIZED pavement markings, Type I (Yellow) (4") (Solid), as per plans and specifications, per linear foot, for	LF	3,150	\$ 1.03	\$ 3,244.50	\$ 0.90	\$ 2,835.00	\$ 0.82	\$ 2,583.00
666 SW-4	ReflectORIZED pavement markings, Type I (White) (4") (Solid), as per plans and specifications, per linear foot, for	LF	1,440	\$ 1.03	\$ 1,483.20	\$ 1.00	\$ 1,440.00	\$ 0.82	\$ 1,180.80
666 BW-4	ReflectORIZED pavement markings, Type I (White) (4") (Broken), as per plans and specifications, per linear foot, for	LF	80	\$ 1.03	\$ 82.40	\$ 1.00	\$ 80.00	\$ 1.03	\$ 82.40
666SW-8	ReflectORIZED pavement markings, Type I (White) (8") (Solid) (Turn Lane), as per plans and specifications, per linear foot, for	LF	450	\$ 1.80	\$ 810.00	\$ 1.60	\$ 720.00	\$ 1.55	\$ 697.50
666SW-12	ReflectORIZED pavement markings, Type I (White) (12") (Solid) (Crosswalk Stripe), as per plans and specifications, per linear foot, for	LF	280	\$ 9.20	\$ 2,576.00	\$ 8.00	\$ 2,240.00	\$ 4.55	\$ 1,274.00
666SW-24	ReflectORIZED pavement markings, Type I (White) (24") (Stop Bar, Buffers, and Mid-Block Crosswalks), as per plans and specifications, per linear foot, for	LF	230	\$ 14.00	\$ 3,220.00	\$ 11.00	\$ 2,530.00	\$ 7.10	\$ 1,633.00
TOTAL				\$ 11,416.10		\$ 9,845.00		\$ 7,450.70	

Base Bid: Maintenance Striping – W. Cumberland, S. Palace, Shiloh, Sunnybrook (Separate Invoice)

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	CONTRACT QUANTITY	EOPC		1 REYNOLDS AND KAY		2 LONESTAR EQUIPMENT Co.	
				UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
666 SY-4	ReflectORIZED pavement markings, Type I (Yellow) (4") (Solid), as per plans and specifications, per linear foot, for	LF	15,125	\$ 1.03	\$ 15,578.75	\$ 0.90	\$ 13,612.50	\$ 0.82	\$ 12,402.50
666 SY-24	ReflectORIZED pavement markings, Type I (Yellow) (24") (Solid), as per plans and specifications, per linear foot, for	LF	160	\$ 14.00	\$ 2,240.00	\$ 11.00	\$ 1,760.00	\$ 7.10	\$ 1,136.00
666 SW-4	ReflectORIZED pavement markings, Type I (White) (4") (Solid), as per plans and specifications, per linear foot, for	LF	670	\$ 1.03	\$ 690.10	\$ 0.90	\$ 603.00	\$ 0.82	\$ 549.40
666 BW-4	ReflectORIZED pavement markings, Type I (White) (4") (Broken), as per plans and specifications, per linear foot, for	LF	400	\$ 1.03	\$ 412.00	\$ 1.00	\$ 400.00	\$ 1.03	\$ 412.00
666SW-8	ReflectORIZED pavement markings, Type I (White) (8") (Solid) (Turn Lane), as per plans and specifications, per linear foot, for	LF	1,135	\$ 1.80	\$ 2,043.00	\$ 1.60	\$ 1,816.00	\$ 1.55	\$ 1,759.25
666SW-24	ReflectORIZED pavement markings, Type I (White) (24") (Stop Bar, Buffers, and Mid-Block Crosswalks), as per plans and specifications, per linear foot, for	LF	72	\$ 14.00	\$ 1,008.00	\$ 11.00	\$ 792.00	\$ 7.10	\$ 511.20
666-O	ReflectORIZED pavement markings, Type I, (White) ("ONLY") Symbol, as per plans and specifications per each, for	EA	40	\$ 285.00	\$ 11,400.00	\$ 265.00	\$ 10,600.00	\$ 220.00	\$ 8,800.00
666-BS	ReflectORIZED pavement markings, Type I, (Bicycle Marking with Arrow), as per plans and specifications per each, for	EA	2	\$ 412.00	\$ 824.00	\$ 400.00	\$ 800.00	\$ 410.00	\$ 820.00
666A-LT	ReflectORIZED pavement markings, Type I, (Left Turn Arrow), as per plans and specifications per each, for	EA	30	\$ 246.00	\$ 7,380.00	\$ 210.00	\$ 6,300.00	\$ 167.00	\$ 5,010.00
666A-RT	ReflectORIZED pavement markings, Type I, (Right Turn Arrow), as per plans and specifications per each, for	EA	8	\$ 246.00	\$ 1,968.00	\$ 210.00	\$ 1,680.00	\$ 167.00	\$ 1,336.00
666A-SL	ReflectORIZED pavement markings, Type I, (Straight/Left Turn Arrow), as per plans and specifications per each, for	EA	4	\$ 246.00	\$ 984.00	\$ 210.00	\$ 840.00	\$ 280.00	\$ 1,120.00
666A-SR	ReflectORIZED pavement markings, Type I, (Straight Right Turn Arrow), as per plans and specifications per each, for	EA	2	\$ 246.00	\$ 492.00	\$ 210.00	\$ 420.00	\$ 280.00	\$ 560.00
TOTAL				\$ 45,019.85		\$ 39,623.50		\$ 34,416.35	

Base Bid Est	\$ 871,685.85	Base Bid	\$ 882,440.50	Base Bid	\$ 799,408.15
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ADD ALTERNATE 1 Bow Group

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	CONTRACT QUANTITY	EOPC		1 REYNOLDS AND KAY		2 LONESTAR EQUIPMENT Co.	
				UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
315	Fog Seals, No. 4 Rock, (6,360 SY, 30/70, 0.15 gal/SY), in place, as per plans and specifications, per gallon emulsion, for	GAL	290	\$ 12.18	\$ 3,532.20	\$ 11.00	\$ 3,190.00	\$ 11.00	\$ 3,190.00
316-A4	AC-20-5TR or AC-20-XP (avg. 0.36 gal/SY), in place, as per plans and specifications, per gallon, for	GAL	2,300	\$ 4.85	\$ 11,155.00	\$ 5.40	\$ 12,420.00	\$ 4.50	\$ 10,350.00
316-PD4	Type PD, or PL, Grade 4 Aggregate, in place, as per plans and specifications, per square yard, for	SY	6,360	\$ 1.75	\$ 11,130.00	\$ 1.50	\$ 9,540.00	\$ 1.66	\$ 10,557.60
351	Flexible Pavement Structure Repair 6" (Type C), in place, as per plans and specifications, per ton, for	TONS	45	\$ 225.00	\$ 10,125.00	\$ 300.00	\$ 13,500.00	\$ 223.50	\$ 10,057.50
666 SY-4	ReflectORIZED pavement markings, Type I (Yellow) (4") (Solid), as per plans and specifications, per linear foot, for	LF	2,500	\$ 1.03	\$ 2,575.00	\$ 1.00	\$ 2,500.00	\$ 0.82	\$ 2,050.00
666 SW-4	ReflectORIZED pavement markings, Type I (White) (4") (Solid), as per plans and specifications, per linear foot, for	LF	710	\$ 1.03	\$ 731.30	\$ 1.00	\$ 710.00	\$ 0.82	\$ 582.20
666-BS	ReflectORIZED pavement markings, Type I, (Bicycle Marking with Arrow), as per plans and specifications per each, for	EA	2	\$ 412.00	\$ 824.00	\$ 400.00	\$ 800.00	\$ 410.00	\$ 820.00
TOTAL				\$ 40,072.50		\$ 42,660.00		\$ 37,607.30	

ADD ALTERNATE 2 McCullar Group

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	CONTRACT QUANTITY	EOPC		1 REYNOLDS AND KAY		2 LONESTAR EQUIPMENT Co.	
				UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
315-5	Fog Seals, No. 5 Rock, (6,320 SY, 30/70, 0.13 gal/SY), in place, as per plans and specifications, per gallon emulsion, for	GAL	250	\$ 12.18	\$ 3,045.00	\$ 10.00	\$ 2,500.00	\$ 11.40	\$ 2,850.00
315-4	Fog Seals, No. 4 Rock, (4,530 SY, 30/70, 0.15 gal/SY), in place, as per plans and specifications, per gallon emulsion, for	GAL	205	\$ 12.18	\$ 2,496.90	\$ 11.00	\$ 2,255.00	\$ 11.40	\$ 2,337.00
316-A4	AC-20-5TR or AC-20-XP (avg. 0.36 gal/SY), in place, as per plans and specifications, per gallon, for	GAL	1,640	\$ 4.85	\$ 7,954.00	\$ 5.50	\$ 9,020.00	\$ 4.50	\$ 7,380.00
316-A5	AC-20-5TR or AC-20-XP (avg. 0.25 gal/SY), in place, as per plans and specifications, per gallon, for	GAL	1,600	\$ 4.85	\$ 7,760.00	\$ 5.00	\$ 8,000.00	\$ 4.50	\$ 7,200.00
316-PD4	Type PD or PL, Grade 4 Aggregate, in place, as per plans and specifications, per square yard, for	SY	4,550	\$ 1.75	\$ 7,962.50	\$ 1.50	\$ 6,825.00	\$ 1.66	\$ 7,553.00
316-PD5	Type PD, or, PL Grade 5 Aggregate, in place, as per plans and specifications, per square yard, for	SY	6,350	\$ 1.55	\$ 9,842.50	\$ 1.10	\$ 6,985.00	\$ 1.48	\$ 9,398.00
351	Flexible Pavement Structure Repair 6" (Type C), in place, as per plans and specifications, per ton, for	TONS	115	\$ 225.00	\$ 25,875.00	\$ 300.00	\$ 34,500.00	\$ 223.50	\$ 25,702.50
TOTAL				\$ 64,935.90		\$ 70,085.00		\$ 62,420.50	

ADD ALTERNATE 3 Reick Group

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	CONTRACT QUANTITY	EOPC		1 REYNOLDS AND KAY		2 LONESTAR EQUIPMENT Co.	
				UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
315-4	Fog Seals, No. 4 Rock, (4,530 SY, 30/70, 0.15 gal/SY), in place, as per plans and specifications, per gallon emulsion, for	GAL	780	\$ 12.18	\$ 9,500.40	\$ 12.00	\$ 9,360.00	\$ 11.50	\$ 8,970.00
316-A4	AC-20-5TR or AC-20-XP (avg. 0.36 gal/SY), in place, as per plans and specifications, per gallon, for	GAL	6,200	\$ 4.85	\$ 30,070.00	\$ 5.50	\$ 34,100.00	\$ 4.75	\$ 29,450.00
316-PD4	Type PD or PL, Grade 4 Aggregate, in place, as per plans and specifications, per square yard, for	SY	17,200	\$ 1.75	\$ 30,100.00	\$ 1.50	\$ 25,800.00	\$ 1.66	\$ 28,552.00
351	Flexible Pavement Structure Repair 6" (Type C), in place, as per plans and specifications, per ton, for	TONS	68	\$ 225.00	\$ 15,300.00	\$ 300.00	\$ 20,400.00	\$ 223.50	\$ 15,198.00
666 SY-4	ReflectORIZED pavement markings, Type I (Yellow) (4") (Solid), as per plans and specifications, per linear foot, for	LF	7,400	\$ 1.03	\$ 7,622.00	\$ 0.90	\$ 6,660.00	\$ 0.82	\$ 6,068.00
666 SY-24	ReflectORIZED pavement markings, Type I (Yellow) (24") (Solid), as per plans and specifications, per linear foot, for	LF	140	\$ 14.00	\$ 1,960.00	\$ 11.00	\$ 1,540.00	\$ 7.10	\$ 994.00
666 BY-4	ReflectORIZED pavement markings, Type I (Yellow) (4") (Broken), as per plans and specifications, per linear foot, for	LF	1,850	\$ 1.03	\$ 1,905.50	\$ 1.00	\$ 1,850.00	\$ 1.03	\$ 1,905.50
666 SW-6	ReflectORIZED pavement markings, Type I (White) (6") (Solid), as per plans and specifications, per linear foot, for	LF	800	\$ 1.80	\$ 1,440.00	\$ 1.00	\$ 800.00	\$ 2.05	\$ 1,640.00
666 SW-8	ReflectORIZED pavement markings, Type I (White) (8") (Solid), as per plans and specifications, per linear foot, for	LF	270	\$ 1.80	\$ 486.00	\$ 2.00	\$ 540.00	\$ 1.55	\$ 418.50
666SW-12	ReflectORIZED pavement markings, Type I (White) (12") (Solid) (Crosswalk Stripe), as per plans and specifications, per linear foot, for	LF	85	\$ 9.20	\$ 782.00	\$ 8.00	\$ 680.00	\$ 4.55	\$ 386.75
666SW-24	ReflectORIZED pavement markings, Type I (White) (24") (Stop Bar, Buffers, and Mid-Block Crosswalks), as per plans and specifications, per linear foot, for	LF	55	\$ 14.00	\$ 770.00	\$ 11.00	\$ 605.00	\$ 7.10	\$ 390.50
666A-LT	ReflectORIZED pavement markings, Type I, (Left Turn Arrow), as per plans and specifications per each, for	EA	5	\$ 246.00	\$ 1,230.00	\$ 215.00	\$ 1,075.00	\$ 167.00	\$ 835.00
666A-RT	ReflectORIZED pavement markings, Type I, (Right Turn Arrow), as per plans and specifications per each, for	EA	2	\$ 246.00	\$ 492.00	\$ 215.00	\$ 430.00	\$ 167.00	\$ 334.00
666-O	ReflectORIZED pavement markings, Type I, (White) ("ONLY") Symbol, as per plans and specifications per each, for	EA	3	\$ 285.00	\$ 855.00	\$ 270.00	\$ 810.00	\$ 220.00	\$ 660.00
672-II-A-A	Raised Pavement Markers, Type II, (Amber), as per plans and specifications, per each, for	EA	166	\$ 8.60	\$ 1,427.60	\$ 14.00	\$ 2,324.00	\$ 8.05	\$ 1,336.30
TOTAL				\$ 103,940.50		\$ 106,974.00		\$ 97,138.55	

	EOPC	REYNOLDS AND KAY	LONESTAR EQUIPMENT Co.
SEAL COAT BASE BID	\$ 871,685.85	\$ 882,440.50	\$ 799,408.15
SEAL COAT ALT 1	\$ 40,072.50	\$ 42,660.00	\$ 37,607.30
SEAL COAT ALT 2	\$ 64,935.90	\$ 70,085.00	\$ 62,420.50
SEAL COAT ALT 3	\$ 103,940.50	\$ 106,974.00	\$ 97,138.55
SEAL COAT BASE BID + ALT 1 + ALT 2 + ALT 3	\$ 1,080,634.75	\$ 1,102,159.50	\$ 996,574.50



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. C-A-3

Date: April 9, 2025

Subject: Request that the City Council consider authorizing the City Manager to declare a Dodge Durango as surplus property and approve the inter-local agreement authorizing the sale to Lindale Independent School District for a total purchase price of \$11,500.00.

Item Reference:

The City of Tyler Vehicle Services Department currently owns unit 13857, a 2013 Dodge Durango, mileage 89,227. Lindale ISD requested the City of Tyler sell them this unit, so they may update their fleet. Tyler City Code Section 4-9 provides that the City is authorized to initiate or respond to requests for transfer of surplus or salvage property to other governmental agencies. The Vehicle Services Department is of the opinion that execution of this agreement and the conveyance of the vehicles to Lindale ISD will be highly beneficial to both entities in their effort to provide services to the public. Lindale ISD agrees to pay \$11,500.00 for this unit. By executing the agreement, Lindale ISD will become the owner of unit 13857. Lindale ISD shall be responsible for removal and all future use, maintenance, repair, preservation, and liability.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to declare a Dodge Durango as surplus property and approve the inter-local agreement authorizing the sale to Lindale Independent School District for a total purchase price of \$11,500.00.

Attachments:
[interlocal agreement lindale isd](#)

Drafted/Recommended By:
Department Leader Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

COUNTY OF SMITH	§	INTERLOCAL AGREEMENT BETWEEN
	§	CITY OF TYLER AND LINDALE
	§	INDEPENDENT SCHOOL DISTRICT
	§	
	§	
	§	
STATE OF TEXAS	§	SALE OF SURPLUS DODGE DURANGO

This Interlocal Agreement ("Agreement") is entered into by and between the City of Tyler, Texas ("Tyler") and Lindale Independent School District ("Lindale ISD") pursuant to the authority granted under and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WHEREAS, it is the intent of the City of Tyler and the Lindale Independent School District to promote the public health, safety, and welfare; and

WHEREAS, the City of Tyler Vehicle Services Department ("VES") currently has one Dodge Durango vehicle which has been replaced; and

WHEREAS, at the request of VES, the Tyler City Council has declared such Dodge Durango vehicle to be surplus property; and

WHEREAS, Lindale ISD requested to purchase the surplus Dodge Durango vehicle from the City to update their current fleet; and

WHEREAS, after the completion of the sale, Lindale ISD agrees to and would be responsible for removal and all future use, maintenance, and repair of the equipment; and

WHEREAS, the Parties agree that execution of this Agreement and the sale of the Dodge Durango vehicle to Lindale ISD will be highly beneficial to both entities in their efforts to provide services to the public and the public will benefit from this Agreement; and

WHEREAS, Tyler City Code, Chapter 4, Article I, Section 4-9(d) provides that the City of Tyler is authorized to initiate or to respond to requests for transfers of surplus or salvage property to other governmental agencies.

NOW THEREFORE, the Parties hereby agree as follows:

1. Tyler agrees to sell, and Lindale ISD agrees to buy one (1) Dodge Durango vehicle owned by Tyler as more thoroughly identified below (the "Vehicle"):
Unit No. 13857 – 2013 Dodge Durango
2. Lindale ISD agrees to pay Tyler the total purchase price of Eleven Thousand Five Hundred dollars and no cents (\$11,500.00) on or before April 11, 2025.
3. Tyler warrants that it has full legal title to the Vehicle.
4. The Vehicle is sold in an "as is" condition. Tyler hereby disclaims any warranty of

merchantability, working order, or condition of the Vehicle except that the Vehicle shall be sold in its present condition.

5. Lindale ISD shall be responsible for pick-up and removal of the Vehicle from Tyler VES and all future possession, use, maintenance, registration, and repair of the Vehicle following the effective date of this Agreement. The Vehicle shall be picked up on or before April 11, 2025.
6. By signing this Agreement and upon receipt of payment from Lindale ISD to Tyler, Lindale ISD assumes ownership and possession of the vehicle and shall be responsible for all future use, maintenance, repair, and preservation thereof as well as registration, titling and any associated costs. Furthermore, the Parties hereby agree that effective upon the date of sale, Tyler shall be released from all liability and Lindale ISD assumes full, total, and sole liability and responsibility for the Vehicle and for any resulting injuries, losses, damages, or claims of any sort resulting from, involving, or in any way related to the Vehicle. The parties hereto agree that the payment to Tyler by Lindale ISD of the amount in Section 2. above, the assumption of the duties by Lindale ISD pursuant to this section, and the benefits to Lindale ISD and its citizens that are associated with the transferred Vehicle, all constitutes good, valuable, and adequate consideration for the parties to enter this Agreement.
7. Upon the effective date of this Agreement and receipt of payment, Tyler relinquishes all rights of ownership, possession, and maintenance of the Vehicle to Lindale ISD. Immediately thereafter the Parties shall effectuate the transfer of title to the Vehicle and Tyler shall properly submit Vehicle Transfer Notification to the Texas Department of Motor Vehicle.

IN WITNESS WHEREOF, the City of Tyler, Texas and Lindale Independent School District have caused this Agreement to be executed and effective as of the 9th day of April, 2025.

**APPROVED BY THE TYLER CITY COUNCIL IN A MEETING ON THE 9th
DAY OF April, 2025**

**APPROVED BY LINDALE INDEPENDENT SCHOOL DISTRICT
IN A MEETING ON THE ____ DAY OF ____, 2025**

City of Tyler

FOR THE CITY OF TYLER, TEXAS

By: _____
EDWARD BROUSSARD
CITY MANAGER

**FOR THE CITY OF TYLER, TEXAS
ATTEST:**

By: _____
CASSANDRA BRAGER
CITY CLERK

APPROVED:

By: _____
CITY ATTORNEY'S OFFICE

APPROVED:

By: _____
LEROY SPARROW
DIRECTOR OF VES

APPROVED:

By: _____
VES MANAGER

Lindale Independent School District

JAMIE HOLDER
LINDALE INDEPENDENT SCHOOL DISTRICT
DEPUTY SUPERINTENDENT



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. C-A-4

Date: April 9, 2025

Subject: Request that the City Council consider authorizing the City Manager to approve Addendum #1 to the existing Inter-Local Agreement with East Texas Council of Governments (ETCOG) to simplify and streamline operations on overflow/as needed public transit provider.

Item Reference: C-A-3 1/12/2022

On January 12, 2022, Council approved an Inter-Local Agreement with ETCOG for services provided by them for the City of Tyler Transit in the event they were not able to fulfil the required services for the City of Tyler Transit users.

The first week of January 2025, ETCOG was approved by TxDOT and FTA to purchase NDMJ operations. Staff chose to amend the current agreement to simplify and streamline operations. This required an addendum to change pricing and wording to the Agreement. With this agreement, Overflow service request price increase from \$24.00 to \$27.00 per trip, hourly rate for special requested services increased from \$75.00 per hour to \$100.00 per hour, and added a No-Show fee of \$13.50 per trip that was not in the original agreement. This charge is for when a trip isn't properly canceled by the customer.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to approve Addendum #1 to existing Inter-Local Agreement with East Texas Council of Governments (ETCOG) to simplify and streamline operations on overflow/as needed public transit provider.

Attachments:

[2025 Amendment-COT-ETCOG Interlocal. Amendment 1- Draft_cotlegalrevision_ab_02.26.25](#)
[City of Tyler - Public Transportation Interlocal-Fully Executed](#)

Drafted/Recommended By:

Department Leader Russ Jackson/Transit Manager

Edited/Submitted By:

City Manager

AMENDMENT #1 TO THE INTERLOCAL AGREEMENT FOR PUBLIC TRANSPORTATION SERVICES

The City of Tyler, Texas (“City”) and the East Texas Council of Governments (“ETCOG” and, collectively, the “Parties”) have entered into that certain agreement titled, “INTERLOCAL AGREEMENT BETWEEN EAST TEXAS COUNCIL OF GOVERNMENTS AND CITY OF TYLER, TEXAS FOR PUBLIC TRANSPORTATION SERVICES” dated January 12, 2022 (“Agreement”). The Parties enter into the amendment (“Amendment #1”) as of April 12, 2025.

WITNESSETH

WHEREAS, the Agreement provides that contract terms cannot be altered, changed, or amended except by a written instrument signed by both parties;

WHEREAS, Section 2 of the Agreement, titled “**COMPLIANCE WITH LAWS**”, requires ETCOG to comply with all policies and procedures of the Federal Transit Administration (“FTA”) and the Texas Department of Transportation (“TxDOT”);

WHEREAS, the Parties desire to amend the Agreement further as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, upon execution of this Amendment #1 (the “Amendment”), the Parties agree to modify the Agreement as follows:

- 1. Amendment.** The following language is added to Section 3 of the Agreement as a new paragraph titled: “Scope of Service for Overflow/As-Needed Public Transit Provider.”
Purpose: This Agreement outlines the terms under which ETCOG will provide overflow or as-needed transit services to support the City of Tyler Transit (“Tyler Transit”) when regular capacity is exceeded, ensuring that all passengers can travel efficiently and safely.
Services Provided: ETCOG agrees to provide supplemental public transit services under the following conditions:

 - a. **Overflow Service:** ETCOG will provide additional vehicles and/or staff when Tyler Transit experiences ridership levels exceeding its regular capacity on scheduled routes.
 - b. **As-Needed Service:** ETCOG will provide on-demand transit services based on specific requests by Tyler Transit to accommodate unexpected surges in demand and/or any other situations deemed necessary by Tyler Transit to ensure passenger safety and comfort.
- 2. Amendment.** The Parties agree to amend **SECTION 6: COMPENSATION** of the Agreement. This Amendment modifies the pricing table in the Agreement as follows:
Per Trip Rate: Increased from **\$24.00 per trip** to **\$27.00 per trip**.
Hourly Rate: Increased from **\$75.00 per hour** to **\$90.00 per hour**.
No-Show Trip Rate: **\$13.50 per no-show trip**. This is an additional rate that did not exist in the original Agreement.

The adjustments to the pricing structure reflect the Parties' intention to support the services described in the Agreement and provide fair remuneration for the additional requirements, including but not limited to:

- a. **Service Delivery:** Performing the trips assigned daily by Tyler Transit, as specified in the Agreement.
- b. **Compliance with Original Agreement:** Adhering to the terms and conditions outlined in the Agreement executed on January 12, 2022.
- c. **Regulatory Compliance:** Ensuring full compliance with all applicable City policies and procedures, as well as those of the Federal Transit Administration (FTA) and the Texas Department of Transportation (TxDOT).
- d. **Operational Standards:** The City of Tyler requires that ETCOG meets or exceeds standards related to safety, security, accident prevention, fuel costs, maintenance costs, and insurance.

3. **Other provisions.** All other terms and conditions, except those provisions specifically changed by Amendment #1, shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have executed this Amendment #1, which shall become effective as of Amendment #1, Effective Date set forth above.

Signed this _____ day of _____, 2025.

FOR ETCOG:

Executive Director

DavidA.Cleveland

Printed Name

STATE OF TEXAS

§

COUNTY OF SMITH

§

This instrument was acknowledged before me on this the _____ day of _____
2025, by _____, on behalf of said COMPANY.

Notary Public in and for the State of Texas

My Commission Expires: _____

FOR THE CITY OF TYLER, TEXAS

FOR THE CITY OF TYLER, TEXAS
ATTEST:

By: _____

By: _____

CITY MANAGER

CITY CLERK

Edward Broussard

PRINTED NAME

Cassandra Brager

PRINTED NAME

FOR THE CITY OF TYLER, TEXAS
APPROVED:

FOR THE CITY OF TYLER, TEXAS
REVIEWED

BY _____
TRANSIT DIRECTOR

BY: _____
CITY ATTORNEY'S OFFICE

Leroy Sparrow

PRINTED NAME

PRINTED NAME

STATE OF TEXAS	§	INTERLOCAL AGREEMENT BETWEEN EAST TEXAS COUNCIL OF GOVERNMENTS AND CITY OF TYLER, TEXAS FOR PUBLIC TRANSPORTATION SERVICES
	§	
	§	
COUNTY OF SMITH	§	
	§	

This Interlocal Agreement is made and entered into this 12th day of January 2022, by and between the **East Texas Council of Governments (“ETCOG”)** dba GoBus, a political subdivision of the State of Texas, and the **City of Tyler dba Tyler Transit**, a home-rule municipality located within Smith County, Texas, (“City”), under the authority granted by and pursuant to Chapter 791 of the Texas Government Code.

RECITALS

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

WHEREAS, the City of Tyler desires the public to be the beneficiary of a demand-response transit system operated by the East Texas Council of Governments dba GoBus; and

WHEREAS, the City of Tyler desires to engage the GoBus rural demand response public transportation service funded by the Texas Department of Transportation and administered by the East Texas Council of Governments to perform demand response transportation trips to assist citizens within the identified area; and

WHEREAS, authorizing the administration of public transportation programs on behalf of the City of Tyler by the East Texas Council of Governments would increase the efficiency and effectiveness of such public transportation programs in the City of Tyler, avoid needless repetition and duplication of costs on behalf of both the City of Tyler and the East Texas Council of Governments, and preserve the quality of public transportation programs within the City of Tyler at a lower cost; and

WHEREAS, Texas Government Code Section 791.011(d) provides that an interlocal contract must (1) be authorized by the governing body of each party to the contract unless a party to the contract is a municipally owned electric utility, in which event the governing body may establish procedures for entering into interlocal contracts that do not exceed \$100,000 without requiring the

approval of the governing body; (2) state the purpose, terms, rights, and duties of the contracting parties; and (3) specify that each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party; and

WHEREAS, the City of Tyler is a home-rule city and political subdivision member of the East Texas Council of Governments pursuant to Chapter 791 of the Texas Government Code, entitled "Interlocal Cooperation Contract;" and

WHEREAS, the East Texas Council of Governments is a governmental entity and body politic created pursuant to the provisions of Chapter 391 of the Local Government Code and as such constitutes a corporate and political entity organized under state law and a political subdivision pursuant to the definition set out in Chapter 791 of the Texas Government Code, entitled "Interlocal Cooperation Contract;" and

WHEREAS, the City of Tyler and the East Texas Council of Governments are therefore authorized pursuant to Chapter 791 of the Texas Government Code to enter into an interlocal contract, the purpose of which is to increase the efficiency and effectiveness of both local government entities; and

WHEREAS, Section 791.011 of the Texas Government Code specifically authorizes said interlocal contract between the City of Tyler and the East Texas Council of Governments, more specifically authorizing an interlocal contract for the purpose of providing a governmental function or service that each party to the contract is authorized to perform individually; and

WHEREAS, the City Council of the City of Tyler and the governing body of the East Texas Council of Governments desire to enter into an interlocal contract to authorize the East Texas Council of Governments dba GoBus to administer public transportation services and public transportation grant programs within the City of Tyler;

NOW, THEREFORE, the City of Tyler, Texas dba Tyler Transit, hereinafter referred to as "City," and East Texas Council of Governments dba GoBus, hereinafter referred to as "ETCOG," in consideration of the mutual benefits to be derived by each, do hereby stipulate and agree each with the other as follows:

1. **ETCOG Acceptance of Program Responsibility**, ETCOG hereby accepts and shall assume responsibility for the administration of the GoBus rural demand response public transportation service ("GoBus") as described herein. As part of the exercise of responsibility for said GoBus

hereunder, ETCOG covenants and agrees that it has all personnel, processes, procedures, and all other infrastructure currently in place necessary to operate the GoBus program in full conformance with all applicable laws, regulations, guidelines, orders and other directives.

2. Compliance with Laws. Under the provision of 49 U.S.C., ETCOG shall perform all necessary actions provided under this agreement in connection with transportation services. ETCOG shall perform all obligations and services pursuant to this Agreement in compliance with all applicable laws, statutes, regulations, and ordinances. This involves maintaining compliance with all Texas Department of Transportation (TxDOT) regulations in order to provide transportation service, including ensuring that all drivers are participating in ETCOG's Drug and Alcohol Program.

3. Scope of Service. ETCOG's GoBus shall be capable of comfortably accommodating ambulatory and non-ambulatory passengers commensurate with public transportation procedures. Transportation shall be via paratransit, demand response, or charter/event-based services scheduled at least 24 hours in advance for City's clients in the identified service area. Service provided to clients will be scheduled and completed during the service hours of 6:00 AM-9:00 PM on weekdays and 9:00AM-6:15PM on Saturdays. Upon advance request of 24 hours' notice, GoBus may operate during City's special events outside of the aforementioned service hours. The bus shall be maintained by ETCOG in a clean, neat, and orderly fashion and in good working order and condition.

ETCOG shall be responsible for determining vehicle replacement needs and for applying for and securing such vehicles under available funding programs. City shall have no responsibility for the maintenance of the GoBus. Trips to client destinations shall be scheduled by the City through the City's Public Transportation System, also known as "Tyler Transit." For the purpose of efficient and effective public transportation utilization, Tyler Transit is responsible for dispatching services. Trips shall be scheduled 24 hours in advance and up to two weeks in advance according to GoBus policies and procedures. Scheduled departure and arrival times are an estimate based on traffic, weather and the number of passengers occupying the bus.

ETCOG assumes all responsibility for satisfying all requirements imposed by any applicable agency with appropriate jurisdiction over any and all portions of the GoBus program, and the City shall have no responsibility for said GoBus. ETCOG shall be solely responsible for certifying and assuring that the GoBus complies with any and all requirements related to, but not

limited to: Equal Employment Opportunity, nondiscrimination, procurement, non-conflict of interest and other GoBus program requirements as shall be imposed by appropriate federal or state agencies. ETCOG shall maintain all records and documents in its possession relating to or used in the performance of GoBus in complete form and in conformity with all applicable federal and state rules and regulations with regards to the sufficiency and completeness of such records, and shall make such records available to the City or any authorized representative of any state or federal agency with appropriate jurisdiction over GoBus, upon reasonable demand for access to said records.

4. Personnel. ETCOG has, or will secure, all personnel required in performing services under this agreement to support Tyler Transit operations. All vehicle operators associated with this project will be direct employees of ETCOG's transportation department.

5. Period of Performance. Services shall commence on/or around January 12, 2022 and shall continue through January 12, 2023. This agreement shall be automatically renewed on a year-to-year basis for up to a total of four (4) years, unless terminated by either party as otherwise specified herein.

6. Compensation. City agrees to compensate ETCOG's GoBus via monthly reimbursement through chosen pricing format based on the transportation type or event requirements (see the GoBus Pricing Table immediately below). The GoBus Pricing Table lists three Reimbursement prices. Reimbursement may also be paid via in-kind services. The cost of in-kind services will be based on open market pricing of the same or similar goods or services. All in-kind services must be agreed upon by both parties and will be deducted from the total price of the monthly invoice.

GoBus Pricing Table		
Cost Per Trip	\$24.00	Demand Response
Cost Per Hour	\$75.00	Charter/Event
Cost Per Mile	\$5.00	Other/As Needed

Payments to GoBus will not fluctuate according to, or in response to, distance, or required accommodation, client (or attendant). GoBus will invoice and provide supporting documentation to Tyler Transit on a monthly basis, including trip reports, denials, and no shows.

7. Termination. Either party retains the right to terminate this Agreement at any time giving written notice to other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.

8. Changes. ETCOG and/or City may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes are subject to mutual agreement by both parties and will only take effect by written amendment to the Agreement.

9. Interest of Members of GoBus and Others. No officer, member, employee, or delegate of ETCOG and no member of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review of approval of the undertaking or carrying out of this project shall participate in any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

10. Insurance. GoBus shall ensure that all ETCOG personnel operating and assets belonging to GoBus shall be fully licensed and competent to operate the bus. In addition, ETCOG shall acquire and maintain during the term of this agreement all appropriate insurance coverage, including but not limited to, commercial liability insurance, workers compensation insurance; auto insurance; and any other insurance a prudent owner and operator of a bus used for public transportation would maintain and all in accordance with federal and state compliance standards..

11. Special Considerations. GoBus holidays are New Year's Eve, New Year's Day, Memorial Day, Martin Luther King Day, Fourth of July, Labor Day, Thanksgiving Day and the day after, Christmas Eve and Christmas Day. GoBus will follow its Bad Weather Policy in the event dangerous weather conditions are forecasted. During these times GoBus services, including buses operated under this agreement may be halted for the safety of GoBus employees and patrons. GoBus commits to coordinating with Tyler Transit during the event of these occurrences. Any disruption of normal service due to bad weather or other, will be immediately communicated with Tyler Transit upon event.

12. Point of Contact. There shall be a designated point of contact for each organization, GoBus and Tyler Transit. The points of contact will be outlined below to maintain an organized flow of communication and coordinate meetings as needed.

GoBus Transit

Katey Pilgram, Operations Manager
 Office: 903-218-6485 or 903-742-6918
Katey.Pilgram@ETCOG.org

Tyler Transit

James Torres, General Manager
 903-533-8057
jtorres@tylertexas.com

13. No Waiver of Immunity or Defenses. The parties, as independent political subdivisions of the State, cannot indemnify each other for any claims, damages, judgments, costs, or expenses arising out of the sole or partial negligent or intentional act or omission by the other. The parties agree that each party shall be liable only for damages, including attorneys' fees and costs, related to or arising out of the intentional or negligent act or omission of such party's own respective officials, agents, representatives, and employees in performance of this Agreement. This Agreement does not extend the liability of the parties. Neither the City nor ETCOG waives any immunity or defenses available to it against claims made by third parties.

14. Applicable Law and Venue. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Texas. Venue for all actions arising under this Agreement shall lie exclusively in the courts of Smith County, Texas, for actions arising under state law, and in the Eastern District of Texas for all cases arising under federal law.

15. Assignment. This Agreement may not be assigned by any party hereto without the prior written unanimous consent of the other parties. No assignment, delegation of duties or subcontract under this Agreement shall be effective without the prior written unanimous consent of all parties hereto.

16. Legal Construction. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Agreement.

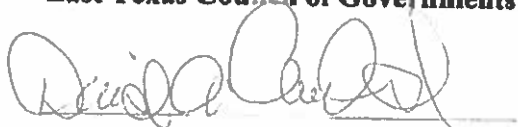
17. Agency; Independent Contractor. The parties agree and acknowledge that each entity is not an agent of the other entity, and that each entity is responsible for its own acts, forbearance, negligence, and deeds, and those of its agents and employees in conjunction with this Interlocal Agreement. The Agreement does not and shall not be construed to entitle any party or any party's respective employees, if applicable, to any benefit, privilege, or other amenities of employment applicable to the other party.

18. **Force Majeure.** Neither party will be liable for failure or delay to perform obligations under this Agreement, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural disasters or acts of God; premises destroyed or damaged by fire, wind, flood, cause of nature; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control.

19. **Entire Agreement.** This Agreement represents the entire Agreement among the Parties with respect to the subject matter covered by this Agreement.

IN WITNESS WHEREOF East Texas Council of Governments and City of Tyler have executed this agreement as of 1-20-2022 (date).

East Texas Council of Governments



David A. Cleveland

Executive Director

City of Tyler

FOR THE CITY OF TYLER, TEXAS

By: 
EDWARD BROUSSARD
CITY MANAGER

FOR THE CITY OF TYLER, TEXAS APPROVED:

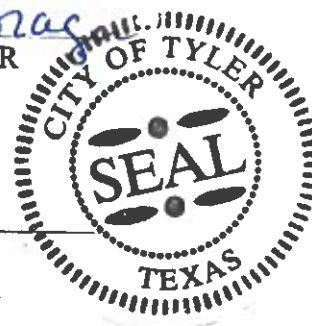
By: 
LEROY SPARROW
TRANSIT DIRECTOR

FOR THE CITY OF TYLER, TEXAS

ATTEST:

By: 
CASSANDRA BRAGER
CITY CLERK

By: 
JAMES TORRES
GENERAL MANAGER



FOR THE CITY OF TYLER, TEXAS REVIEWED:

By: 
CITY ATTORNEY'S OFFICE



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. C-A-5

Date: April 9, 2025

Subject: Request that the City Council consider authorizing the City Manager to ratify an in-kind donation made to the Tyler Fire Department valued at \$50,000 from Dialog Wireline Services, LLC.

Item Reference: Tyler City Code Section 2-7

The Tyler Fire Department Explosive Ordnance Disposal (EOD) team will receive a magazine/storage container valued at \$50,000 from Dialog Wireline Services, LLC in Kilgore, Texas. The magazine measures eleven feet long by seven feet wide by seven high. The magazine is rated to store new and recovered explosives by the Tyler Fire Department EOD Team. The City of Tyler will be responsible for shipping and relocating the unit. The estimated shipping cost is below \$300.00.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to ratify an in-kind donation made to the Tyler Fire Department valued at \$50,000 from Dialog Wireline Services, LLC.

Attachments:

[City Council Communication - Bomb EOD Magazine Donation 2025](#)

Drafted/Recommended By:
Department Leader David L. Coble, Fire Chief

Edited/Submitted By:
City Manager

**CITY OF TYLER
CITY COUNCIL COMMUNICATION**

Agenda Number:

Date: April 9, 2025

Subject: Request that the City Council consider ratifying an in-kind donation made to the Tyler Fire Department valued at \$50,000 from Dialog Wireline Services, LLC.

Page: Page 1 of 1

Item Reference: Donation Policy; Tyler City Code Section 2-7

The Tyler Fire Department will receive a Magazine/Storage Container valued at \$50,000 from Dialog Wireline Services, LLC in Kilgore, Texas. The magazine measures 11ft. long, seven ft. wide, and seven ft. in height. The Tyler Fire Department EOD Squad designed and approved it for the storage of new and recovered explosives. The City of Tyler will be responsible for shipping and relocating the unit.

Tyler City Code Section 2-7. a. provides that all proposed donations to the City must be reviewed by the City Manager or designee prior to formal acceptance. Per City Code Section 2-7. b., all donations over \$25,000 must be approved by the City Council.

The City of Tyler would like to express its sincere appreciation to Dialog Wireline Services, LLC, for the generous donation that will enhance the capabilities of the Tyler Fire Department EOD Squad.

RECOMMENDATION:

It is recommended that the City Council ratify the donation from Dialog Wireline Services, LLC, valued at \$50,000 to the Tyler Fire Department to be used for TFD EOD Squad.

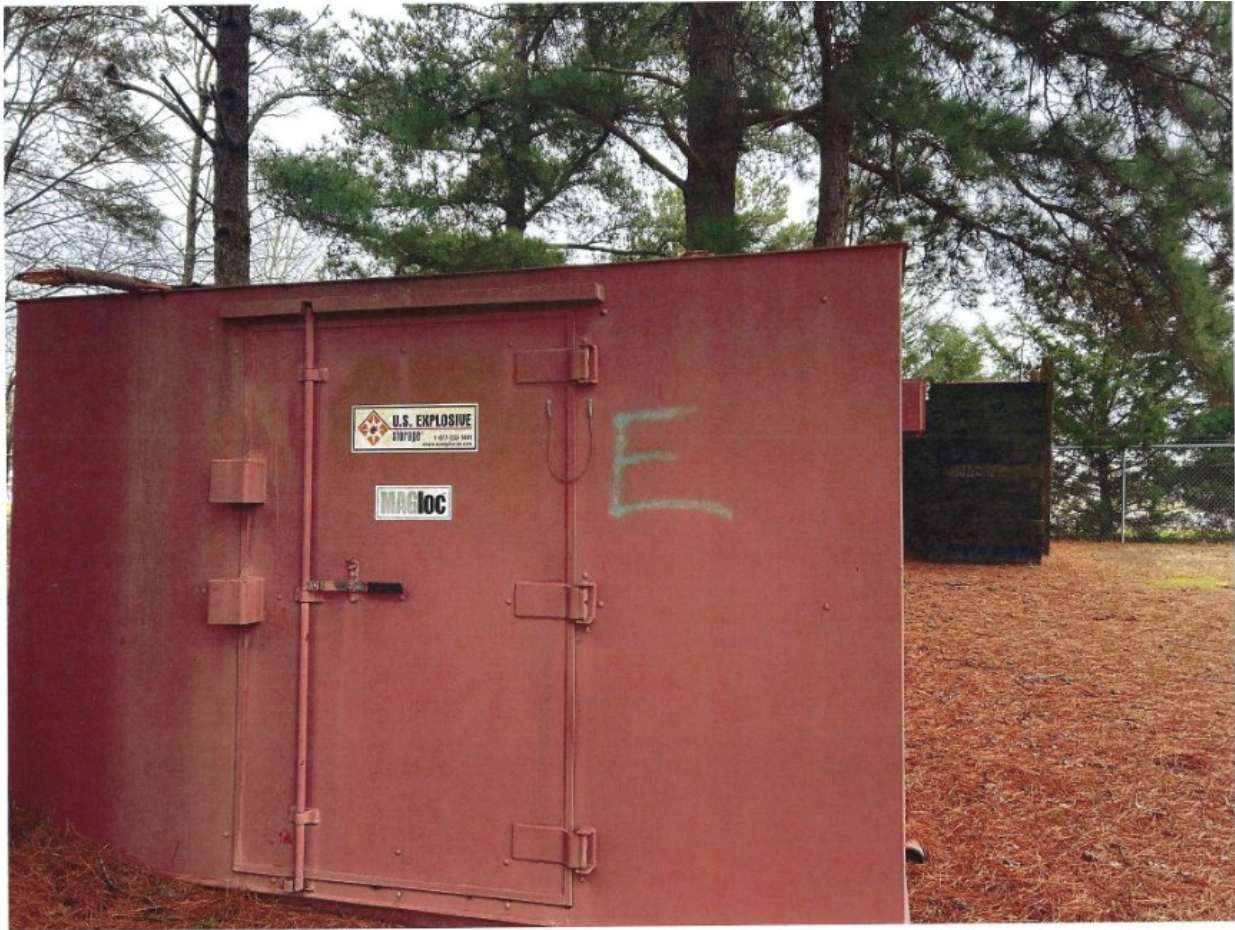
ATTACHMENTS:

Drafted/Recommended By:
Department Leader



David Coble

Edited/Submitted By:
City Manager





CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. C-A-6

Date: April 9, 2025

Subject: Request that the City Council consider approving the Reconciliation Change order and retainage of \$14,232.67 to Morton Enterprise, for the 2025 Asphalt Crack Seal Project.

Item Reference: C-A-11 November 13, 2024

On November 13, 2024, C-A-11, the City Council authorized the award of the 2025 Asphalt Crack Seal Project to Morton Enterprise in the amount of \$314,719.00. The construction has been completed, and the total cost of the project is \$284,653.30 which is \$30,065.70 under the contract amount.

This request is for approval of the release of the final retainage in the amount of \$14,232.67.

FUNDING:

General Fund 103 - \$114,719.00

ARPA Funds - \$200,000.00

RECOMMENDATION:

It is recommended that the City Council approve the final payment of \$14,232.67 to Morton Enterprise, for the 2025 Asphalt Crack Seal Project.

Attachments:

[2025 Asphalt Crack Seal Project. CC](#)

[Street List Crack Seal](#)

[Maps for Crack Seal](#)

[2025 Crack Seal Asphalt reconciliation 2025.](#)

Drafted/Recommended By:

Department Leader

Darin Jennings, P.E., City Engineer

Edited/Submitted By:

City Manager



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number:

Date: April 09, 2025

Subject: Request that the City Council consider approving the Reconciliation Change order and retainage \$14,232.67 to Morton Enterprise, for the 2025 Asphalt Crack Seal Project.

Page: 1 of 1

Item Reference: C-A-11 November 13, 2024

On November 13, 2024, C-A-11, the City Council authorized the award of the 2025 Asphalt Crack Seal Project to Morton Enterprise in the amount of \$314,719.00. The construction has been completed and the total cost of the project is \$284,653.30, with \$30,065.70 under the contract amount.

This request is for approval of final retainage in the amount of \$14,232.67

FUNDING:

General Fund 103 - \$114,719.00

ARPA Funds - \$200,000.00

RECOMMENDATION:

It is recommended that the City Council approve the final payment of \$14,232.67 to Morton Enterprise, for the 2025 Asphalt Crack Seal Project.

ATTACHMENTS:

1. Final Invoice
2. Reconciliation Change Order

Drafted/Recommended By:
Department Leader

Darin Jennings, P.E., City Engineer

Edited/Submitted By:
Gary Cannon

Proposed Seal Coat Streets

STREET	LIMITS FROM	LIMITS TO	GROUP	LENGTH (ft)	WIDTH (ft)
2025 Seal Coat					
Reick Rd	Broadway Ave	New Copeland	Reick	4300	36
S Oakland Ave	Houston St	Charnwood	Oakland	380	23
Houston	Fleishel	Broadway	Oakland	3580	36
Saunders	Front	Noble	Oakland	300	28
Saunders	Lawrence	Houston	Oakland	375	28
E Erwin	RR Tracks Fannin	Beckham	Oakland	1200	32
E Locust	Horace	Beckham	Oakland	2655	22
Carter Blvd	29th	34th	Carter	2010	28
Emma St	S Englewood	DE (S Confederate)	Lyons	524	24
S Englewood Ave	Shaw St	Emma St	Lyons	1015	27
S Confederate Ave	Connally St	Lindsey Ln	Lyons	910	28
S Confederate Ave	W Houston St	Connally St	Lyons	1146	28
S Confederate Ave	Bryan St	W Houston St	Lyons	439	20
S Confederate Ave	Glenwood Blvd	DE	Lyons	353	24
S Englewood Ave	Houston	Connally St	Lyons	1167	28
S Englewood Ave	S Houston Ave	DE	Lyons	100	28
S Houston St	Peach Ave	S Glenwood Blvd	Lyons	2362	52
Fair Park Dr	S Peach Ave	Rose Park	Lyons	2270	56
S Ross Ave	Lindsey Ln	W Dobbs (DE)	Lyons	313	22
W Dobbs	Glenwood	S Englewood	Lyons	925	28
McCain Dr	W Houston St	S Hill Ave	Lyons	980	27
Herndon Ave	Front St	Glenwood Blvd	Lyons	821	27
Bryan St	S Ross	Herndon	Lyons	135	18
Williams St	Herndon Ave	S Ross	Lyons	148	16
S Ross Ave	Glenwood Blvd	DE	Lyons	615	22
Nell St	W Dobbs	Lindsey Ln	Lyons	457	16
W Dobbs	S Palace Ave	S Vine Ave	Lyons	465	28
Bryan St	Glenwood Blvd	S Confederate Ave	Lyons	206	20
Grove	Englewood Ave	Ross	Lyons	631	24
Augusta Ave	Glenwood	Lindsey Ln	Lyons	2200	28

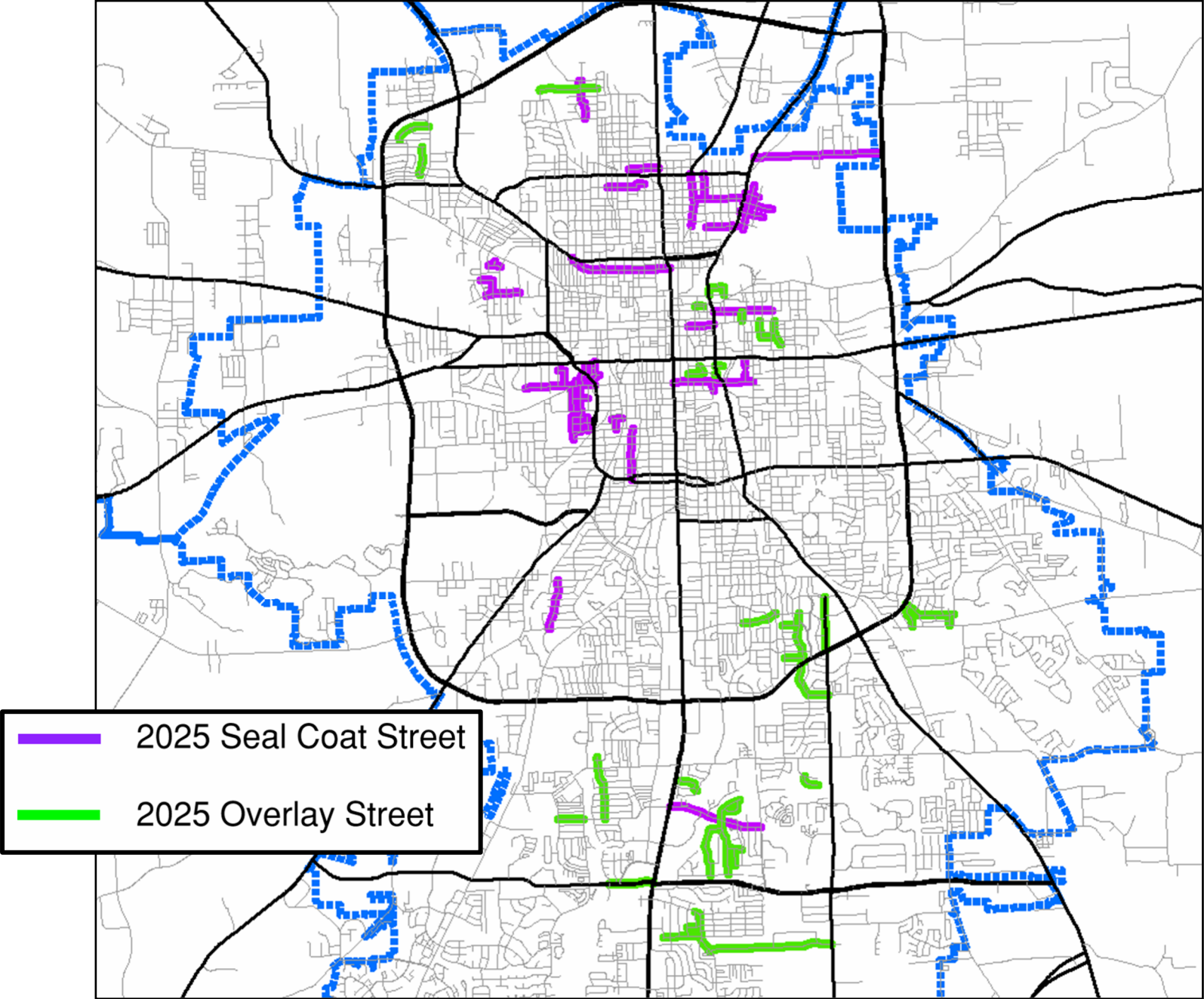
San Jacinto Dr	Lake Placid	Terra Haute Dr	Lyons	2330	32
W Oakwood St	N Parkdale Dr	Barron Ave	Barron	1454	28
Northcrest Dr	W Oakwood St	N Parkdale Dr	Barron	1180	28
McCullar	Bellaire Dr	Forest Ave	Barron	584	28
Lawler Pl	McCullar Dr.	DE	Barron	310	24
W Barret	N Border	N Broadway	Nutbush	1350	28
W Nutbush	Peuges Ave	Border	Nutbush	875	22
W Nutbush	Border	N Palace	Nutbush	910	22
Bow St	Gentry	Broadway	Bow	4540	35
Summit Ave	DE (E Vance)	DE (E Olive)	Vance	2075	25
Hillsboro	DE (N Central)	E Gentry	Vance	950	26
E Laurel St	Gentry Blvd	DE (N Central)	Vance	950	26
E Vance	E Gentry	N Church	Vance	2102	25
E Vance	Gentry Blvd	N Central	Vance	590	22
Church Ave	MLK	E Vance	Vance	1050	30
Church Ave	E Vance	Pabst	Vance	1230	22
N Carlyle Ave	MLK Blvd	E Vance	Vance	1170	28
Camp St	N Carlyle Ave	N Beckham Ave	Vance	1247	25
Duncan	E Gentry (Hwy 271)	Loop 323	Vance	5650	36

Proposed Overlay Streets

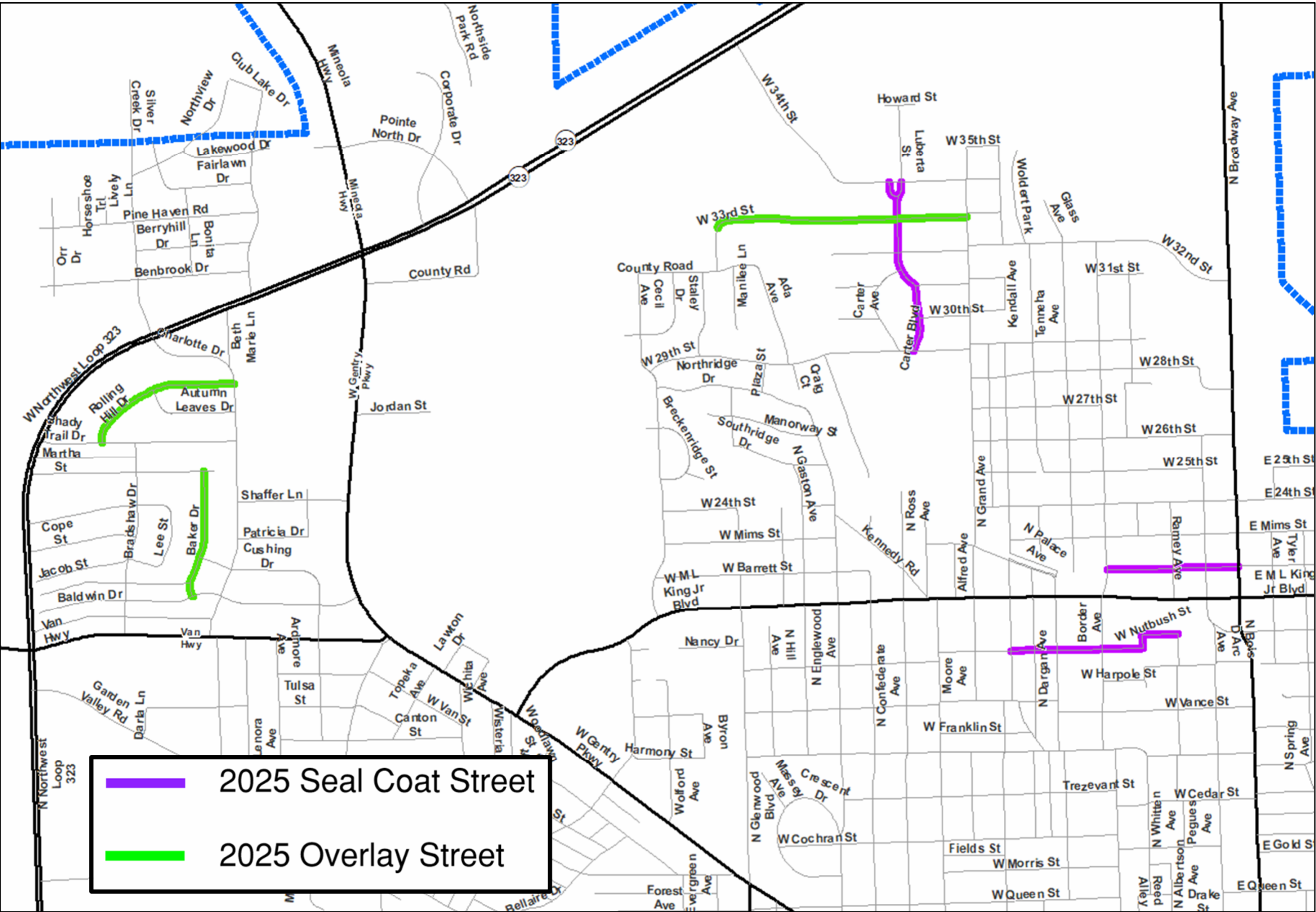
STREET	LIMITS FROM	LIMITS TO	GROUP	LENGTH (ft)	WIDTH (ft)
2025 Overlay					
Easy Street	Loop 323	Easy/Kidd Intersection	Easy	1540	28
Easy Street	Easy/Kidd Intersection	Paluxy	Easy	860	28
E Amherst	De Charles	Keaton Ave	Easy	1520	36
Paluxy Dr	Loop 323 - 500 ft	Dennis Dr	Easy	1975	48
Waverly	Birdwell	Jan Ave	Easy	750	28
Pettit Dr	Birdwell	Jan Ave	Easy	835	28
Birdwell	Loop 323	30' N of Decharles	Easy	2340	28
Quail Creek Dr	Covey Ln	DE (Blenheim)	Covey	1900	28
Blenheim Pl	Quail Creek Dr	Quail Creek Dr	Covey	980	28
Timber View Dr	Timber Creek	DE	Covey	870	28
Redcoat	Delores St	Riding Rd	Covey	760	28
Riding Rd	Foxcroft Rd	Wilderness Rd	Covey	645	28
Savannah Dr	Atlanta	Mobile	Covey	915	28
Mobile Dr	Savannah Dr	Donnybrook	Covey	215	28
Reick Rd	Plantation	Hollytree Dr	Reick	1125	35
Cloverdale	Carriage	DE (Trenton)	Reick	2750	28
Shenandoah Dr	University	DE	Amy	450	28
Amy Ln	Patriot	Loop 323	Amy	2406	28
Greg Ln	University	Rockbridge/Anita	Amy	1015	28
Cambridge Rd	Jeffrey Dr	190' N of Jeff Davis	Grande	500	36
R E Lee	Jewell	Jeffrey Dr	Grande	1430	36
Ronnette	Karen (Almost to S Pl)	RE Lee	Grande	1670	28
Pam Dr	Tina Dr	RE Lee	Grande	586	20
Grande	Broadway	Bridge (Spring Creek)	Grande	2655	48
Jeff Davis	Cambridge	Paluxy	Grande	5430	24
Oakland	Noble	Reeves	Reeves	360	28
Reeves St	Oakland	Beckham Ave	Reeves	75	28
Reeves St	S Fannin Ave	Oakland Ave	Reeves	740	28
Noble	Beckham	DE	Reeves	275	26
Horace	Clayton	Erwin	Saleh	1320	28

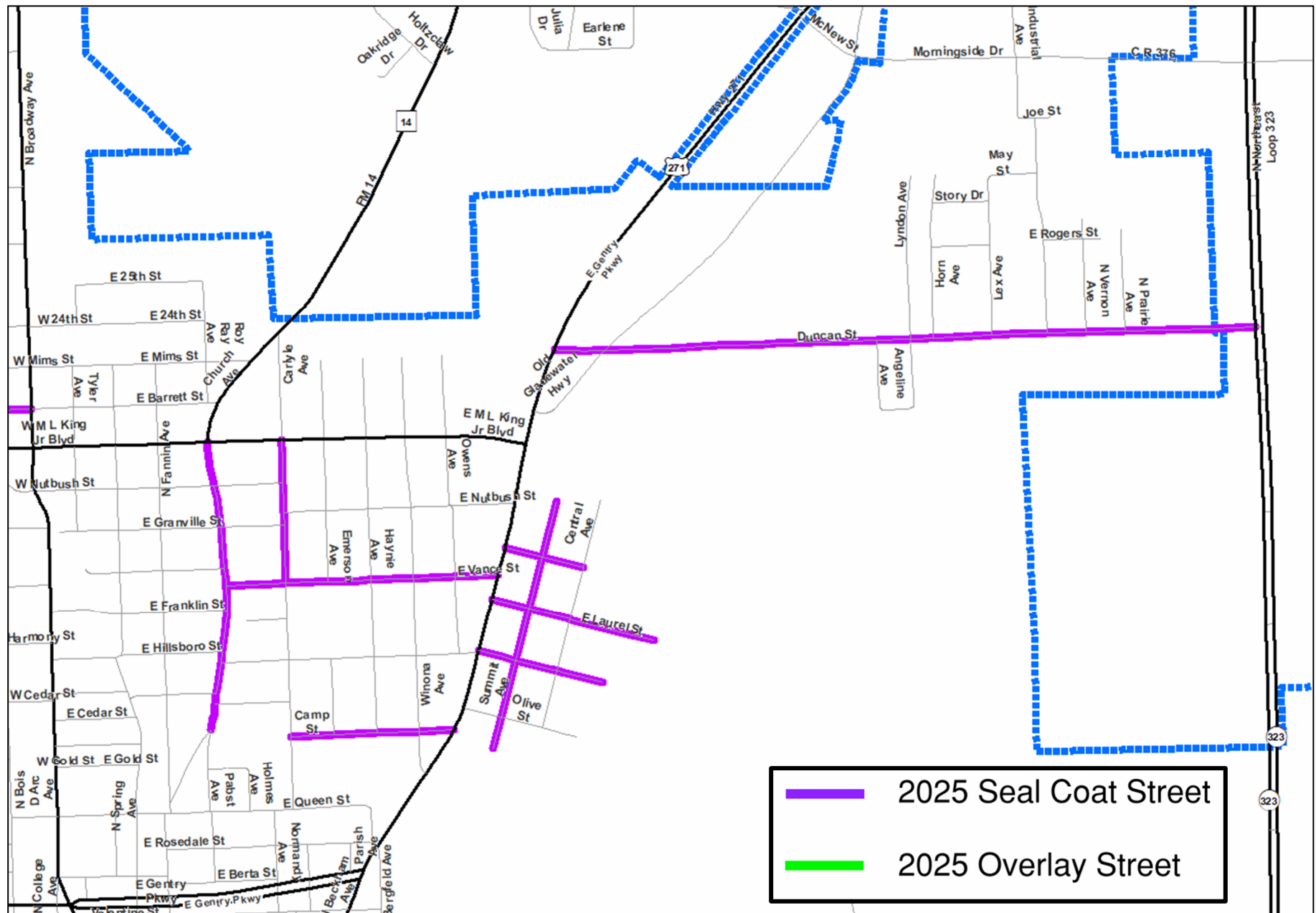
Saleh Ave	Erwin	McCurley	Saleh	761	24
McCurley/Saleh	Elm	Baxter	Saleh	440	23
N Poplar	E Oakwood	Social	Saleh	310	20
Social	N Beverly Ave	Poplar	Saleh	650	21
N Emmett Ave	E Erwin	E Locust	Saleh	425	12
E Thomas St	N Center Ave	N Frank Ave	Saleh	410	20
N Beverly	Oakwood	Social	Saleh	565	26
W 33rd	Grand	Commonwealth	Baker	2600	24
Commonwealth Dr	33rd	Ada Ave	Baker	480	19
Rolling Hill Dr	Shady Trail Dr	Charlotte Dr	Baker	1667	28
Baker	Martha	Baldwin	Baker	1331	28
Covey Lane	Hampton Hill	Quail Creek	Covey	2691	28
Wilderness	Quail Creek Dr	Hampton Hill	Covey	2161	28

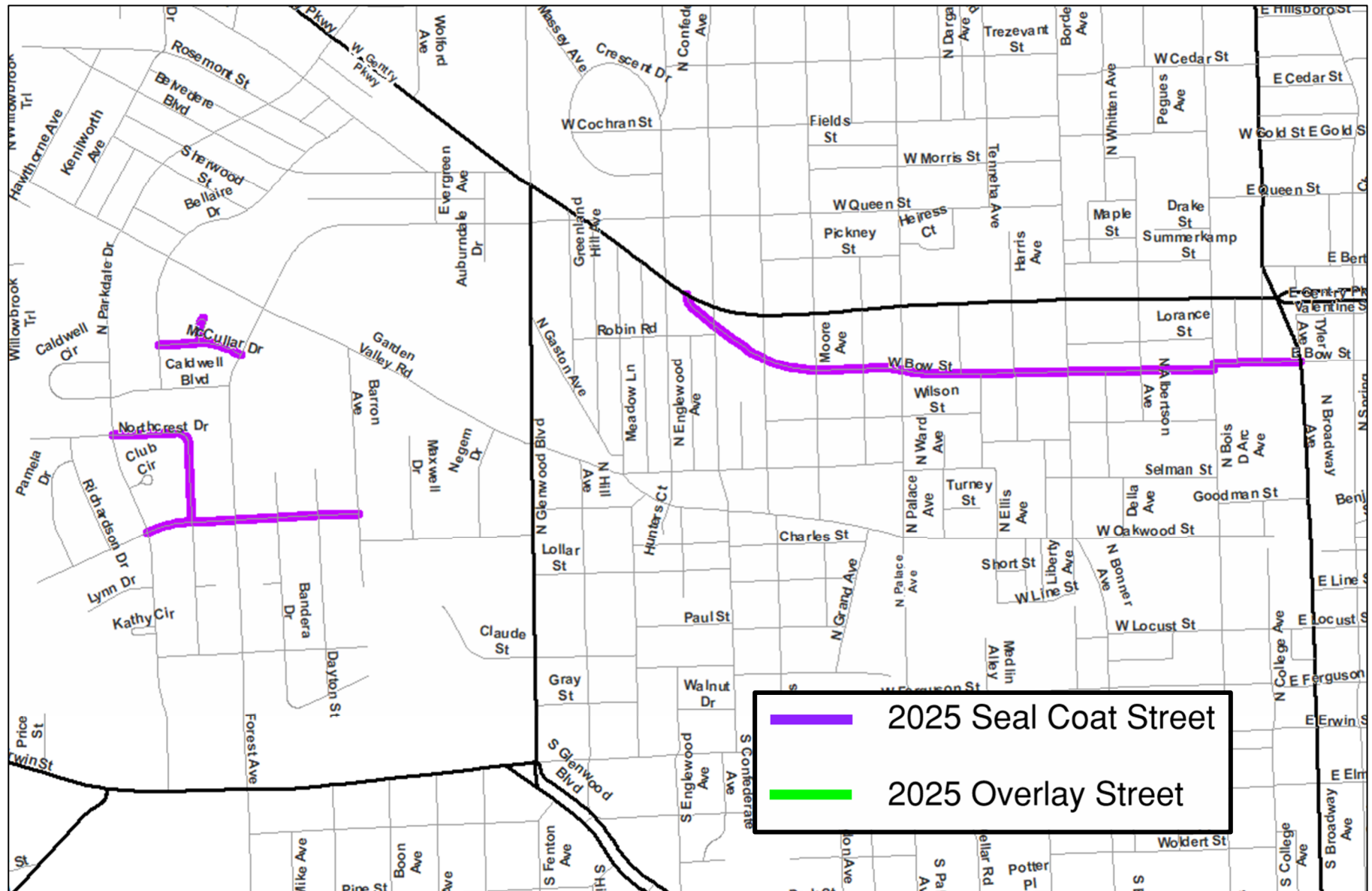
2025 Crack Seal Streets (All)



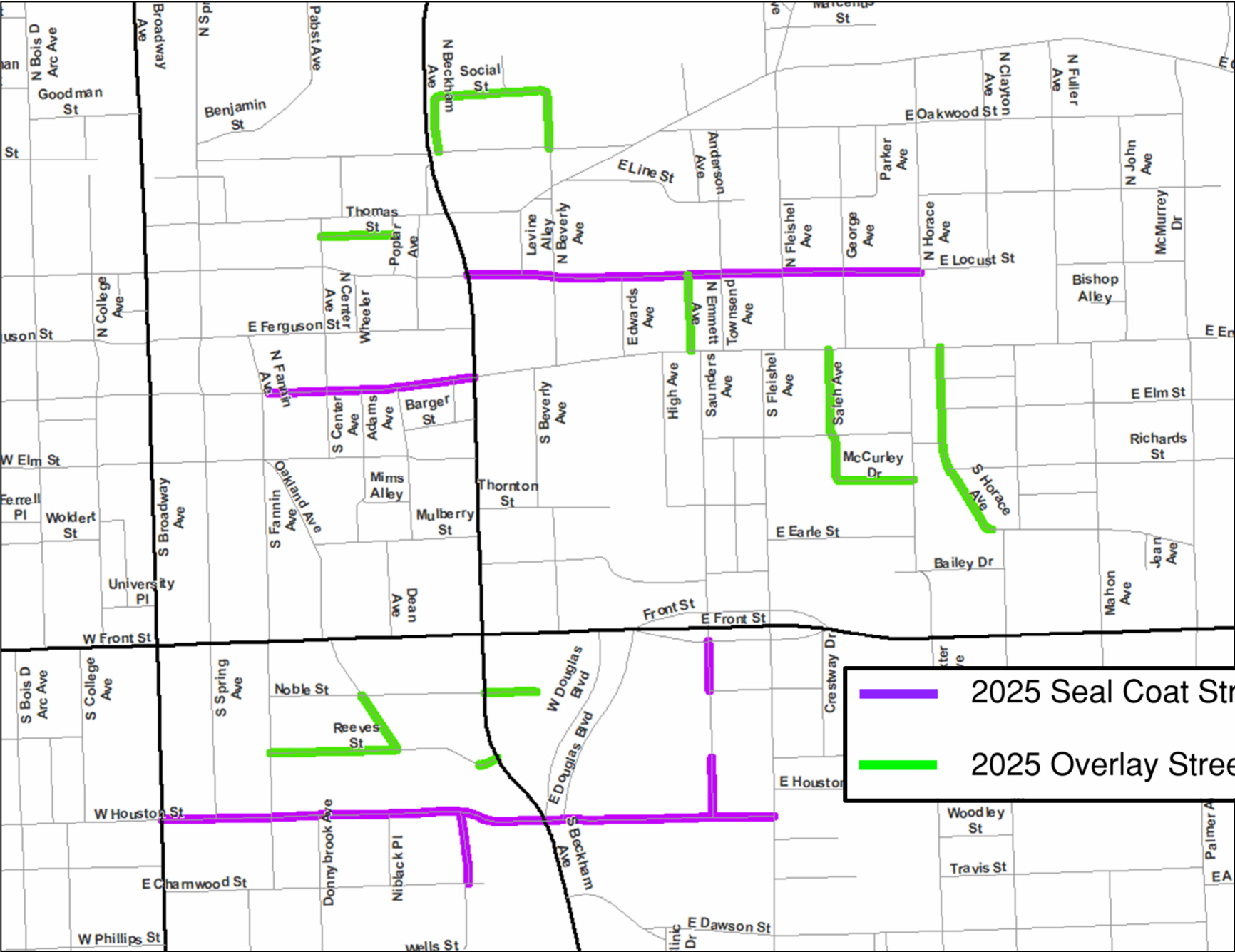
Northwest Tyler

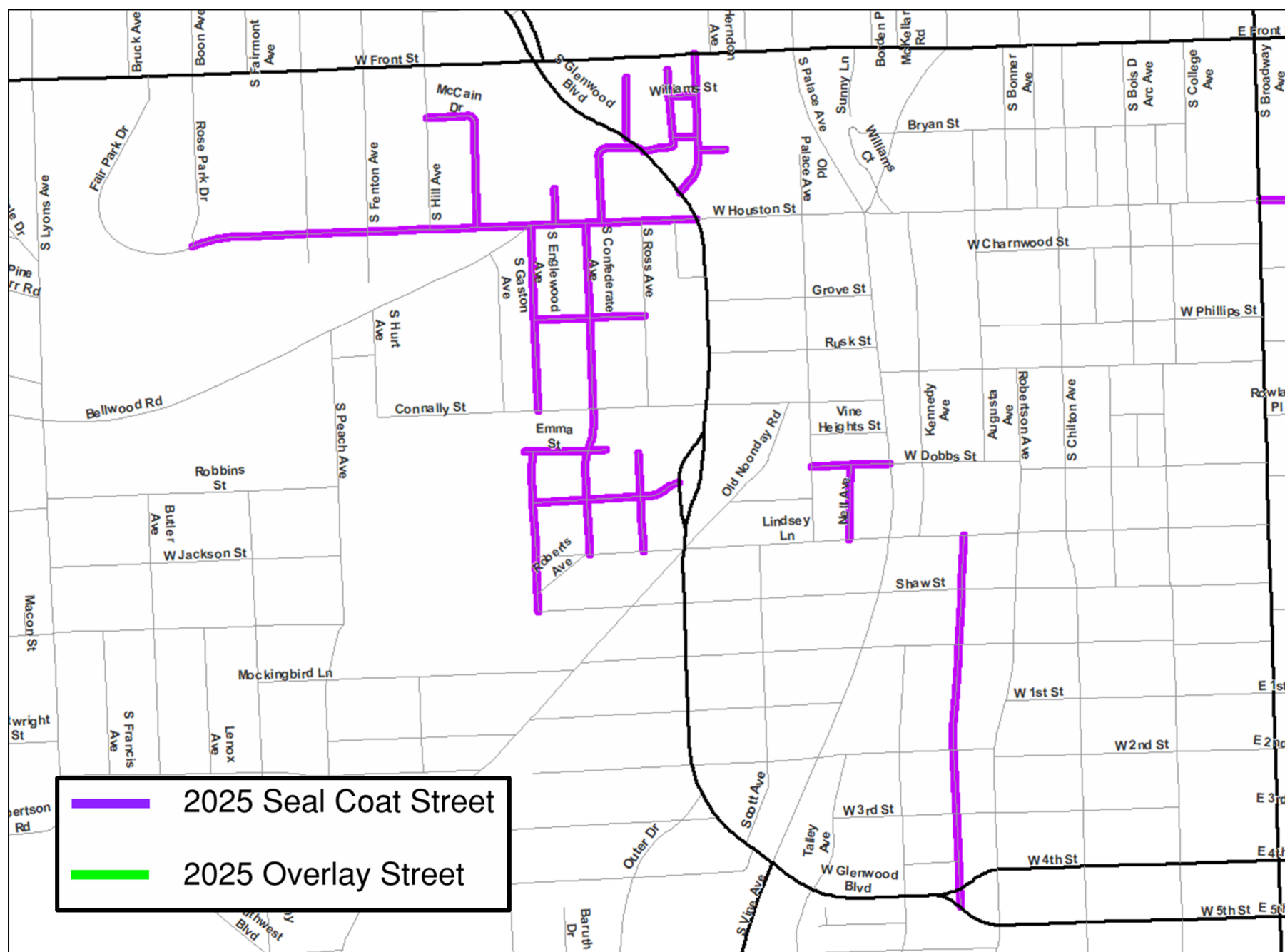




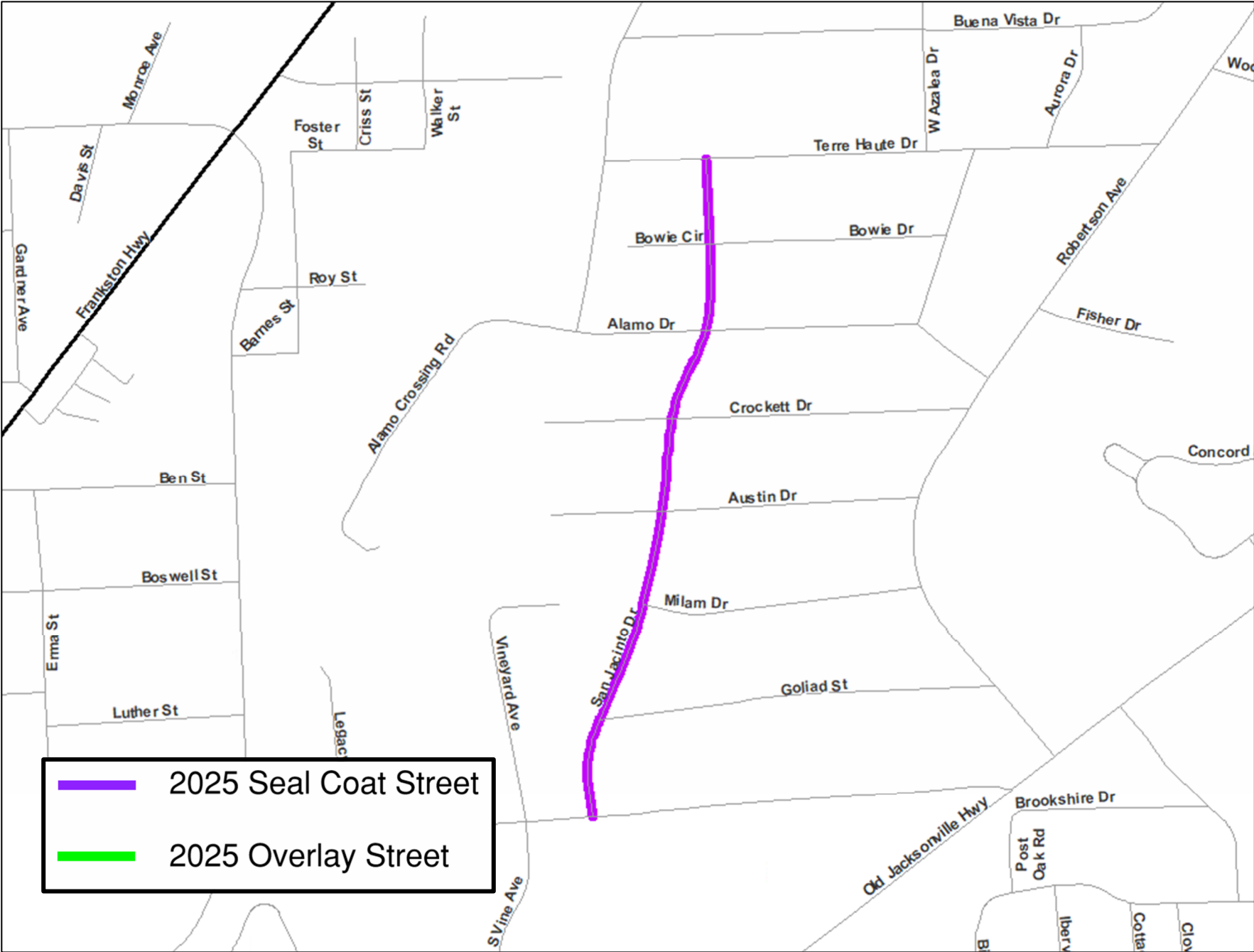


Central East Tyler

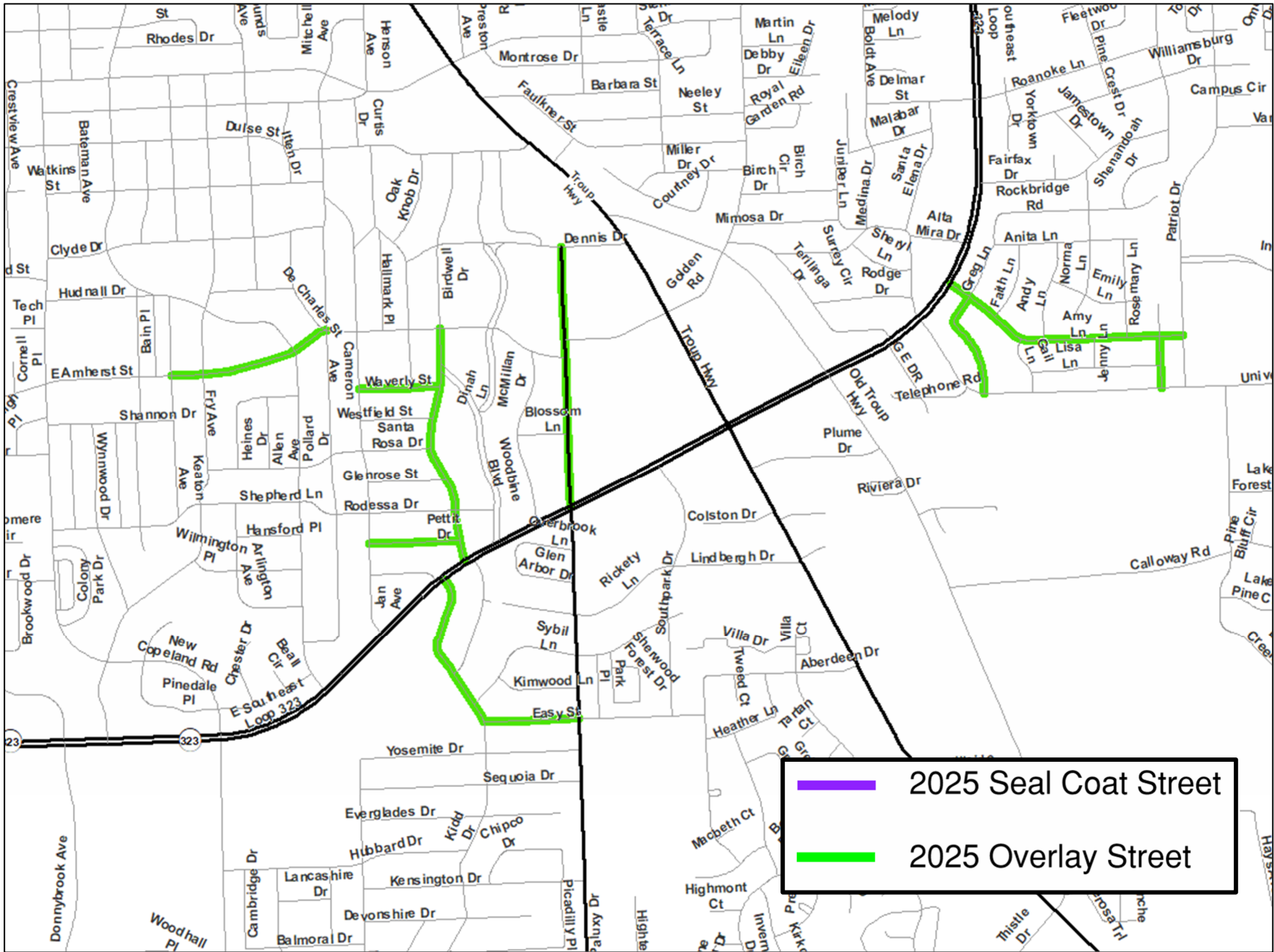




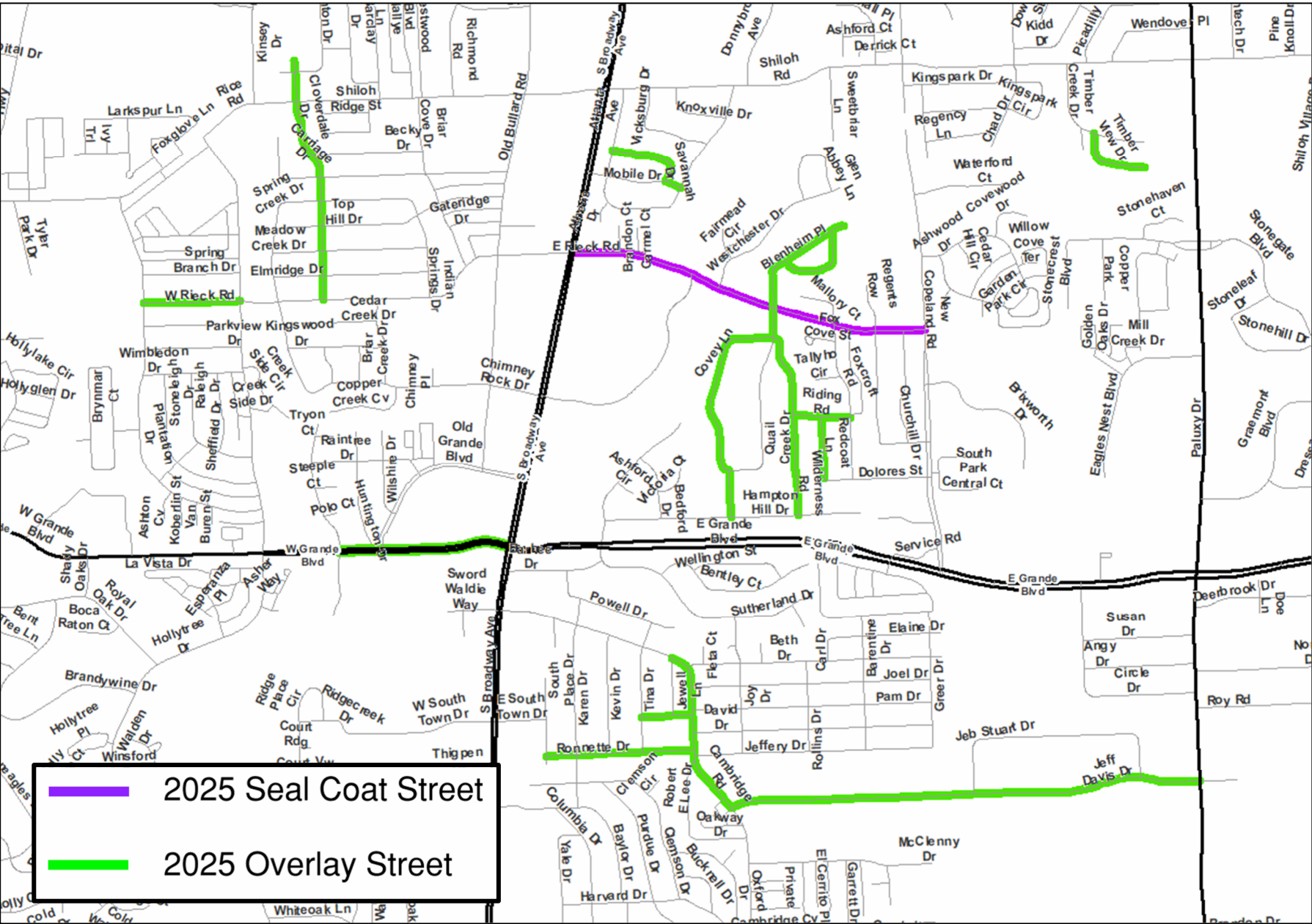
Southwest Tyler (Inside Loop)



Southeast Tylar



South Tyler (Outside Loop)



TO: GARY L. CANNON PM. CITY OF TYLER PO BOX 2039 TYLER, TEXAS 75710		Morton Enterprise 1384 CR 1195 Yantis, Texas 75497		Reconciliation Change Order PROJECT #: 24-042 DATE: 3/24/2025 Final				
		CONTRACT AMOUNT: \$314,719.00						
		2025 Crack Seal (Asphalt) Reconciliation Change Order						
Item No.	Description	UNIT	ORIGINAL PROJECT ESTIMATE	CONTRACT UNIT PRICE	CONTRACTBID AMOUNT	QUANTITY USED	COST WORK COMPLETED	OVER AND UNDER QUANTITIES
	BASE BID							
712-A	Hot Crack Sealant	LB	120,000	\$ 2.19	\$262,800.00	119,970.00	\$262,734.30	\$65.70
502	Barricades, signs and traffic control	LS	1	\$ 21,919.00	\$21,919.00	1.00	\$21,919.00	\$0.00
800	Allowance for Contingency	LS	1	\$ 30,000.00	\$30,000.00		\$0.00	\$30,000.00
							\$284,653.30	

TO: GARY L. CANNON PM.
CITY OF TYLER
PO BOX 2039
TYLER, TEXAS 75710

Morton Enterprise
1384 CR 1195
Yantis, Texas 75497

Reconciliation Change Order
PROJECT #: 24-042
DATE: 3/24/2025

TOTAL CONTRACT AMOUNT: \$314,719.00

2025 Crack Seal (Asphalt)	Base Bid	Total of Contract	Retainage Base BID
Reconciliation Change Order	\$314,719.00	\$284,653.30	\$14,232.67
		\$30,065.70 Under Contract	

This document will become a supplement to the contract and all provisions will apply hereto.

Recommended for approval:

Project Manager City of Tyler Gary L. Cannon

Contractor Morton Enterprise Mark Morton

Project Engineer City of Tyler Cody Bain PE

PERCENTAGE DONE TO DATE;

90.45%



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. C-A-7

Date: April 9, 2025

Subject: Request that the City Council consider authorizing the City Manager to purchase an IBM iSeries/As400 from SPSVAR to replace the financial and water utility computer system. This replacement is in the amount of \$177,166.72, which will be taken from FY 2024/25 IT budget funds.

Item Reference: **Replacing iSeries/As400 computer system**

The iSeries/AS/400 system has been the backbone of the financial and water utility operations for over a decade. However, it has reached the end of vendor support, leading to significant risks such as security vulnerabilities, compliance challenges, and rising maintenance costs.

Replacing this outdated infrastructure with a modern system will:

- * Enhance security and operational efficiency.
- * Ensure compliance with current and future compliance.
- * Reduce long-term maintenance expenses.

The funding for this project will come from the following accounts:
671-0150-416-0403

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to purchase iSeries/AS400 from SPSVAR for the amount of \$177,166.72

Attachments:

[SPSVAR IBM Power 10 Signed Agreements](#)

Drafted/Recommended By:

Department Leader

Benny Yazdanpanahi, Chief Information Officer

Edited/Submitted By:

City Manager



SPS VAR Product Agreement

Order Description

SPS VAR (We) agree to supply equipment (Machines) and software (Programs) to Customer (You) and to make available the manufacturer's software services subscriptions (Subscriptions) to you under the terms of this Agreement and upon receipt of a \$ 0 down payment. Collectively, Machines and Programs are referred to as Products.

The price for all Products is shown below. Unless you request otherwise and pay the corresponding charges, all Products are shipped via normal ground transportation. You agree to pay the total price of all Products, shipping charges, applicable sales taxes and the price for the Subscriptions.

Machine/Program	Description	Qty	Unit Price	Amount
9105-22B	SPS VAR NavLine® Solution			
	S1022s IBM POWER10®, Model 9105-22B Rack mountable (no rack,			
	2U, 2x4-Core, 1 Core Active and Licensed with 26,000+ CPW Rating			
	(4) X 3.2TB NVMe Disk Drives Mirrored for 6.4TB Usable			
	64GB Memory			
	Redundant 4-Port, 10GbE/1GbE Autosensing Ethernet NIC Card			
	System Console on Ethernet LAN			
	Redundant 2000W Power Supplies			
3580-H8S	TS2280 LTO8 Tape Drive Express with 3 year 24x7 Warranty			
	3 year BRMS Subscription Licensing			
	Three Years - 24x7 IBM Expert Care - Hardware Maintenance			
	IBMi® OS License - 3 year Subscription with 24x7 Upport			
	100 OS Users - 3 year Subscription Licensing			\$ 76,355.77
9105-2B	2U, 2x4-Core, 1 Core Active and Licensed with 26,000+ CPW Rating			
	(4) X 3.2TB NVMe Disk Drives Mirrored for 6.4TB Usable			
	64GB Memory			
	Redundant 4-Port, 10GbE/1GbE Autosensing Ethernet NIC Card			
	System Console on Ethernet LAN			
	Redundant 2000W Power Supplies			
3572-S8H	TS2900 Autoloader LTO8 Tape Drive with 3 year 24x7 Warranty			
	3 year BRMS Subscription Licensing			
	Three Years - 24x7 IBM Expert Care - Hardware Maintenance			
	IBMi® OS License - 3 year Subscription with 24x7 Upport			
	30 OS Users - 3 year Subscription Licensing			\$ 78,310.95

Total Price Excluding Shipping Charges and Sales Taxes:	\$ 154,666.72
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This Order Description and the Additional Terms on page 2 form our complete agreement (the "Agreement") regarding these Products and the Subscriptions and replace any prior oral or written communication between us. In addition, this Agreement takes precedence over any purchase order that you issue for these Products or Subscriptions. By signing below, both of us agree to these terms.

Agreed to:

City of Tyler
212 N Bonner Ave
Tyler, TX 75702

By: _____

Authorized signature

Name: (Print) Aaron Bower

Title: IT Specialist IV Supervisor

Date: 03 / 27 / 2025

Agreed to:

SPS VAR
P. O. Box 8869
Atlanta, GA 31106

By: _____

Authorized signature

Name: (Print) _____

Title: _____

Date: ____ / ____ / 2025



Additional Terms

Order, Delivery and Installation

This is a custom order. If you cancel an order for Products within 10 business days prior to their shipment date, then you agree to pay any costs we incur for such cancellation, including cancellation charges we are assessed by our suppliers. However, you may not cancel an order after the Products have been shipped, and you may not cancel an order for Subscriptions after they have begun.

We bear the risk of loss for each Product until it is delivered to you. Thereafter, you assume the risk of loss. You must install all Programs and you must install Machines designated as Customer-set-up by the manufacturer. The manufacturer will install all other Machines.

Within 10 business days of their delivery, you may return any Products that are defective on arrival and cannot be installed. Otherwise, if you wish to return any Products which are not defective and have never been installed, then you must first obtain our written consent and agree to pay any return charges we are assessed by our suppliers. Some Products may not be returnable. Following their installation, you may only return the Products under the provisions of the manufacturer's warranty.

Payment and Assignment

You agree to pay applicable sales taxes or supply exemption documentation. You are responsible for personal property taxes for all Products from the date they are shipped to you.

We invoice the Products when they are shipped. We invoice Subscriptions when they are processed. We will apply your down payment to the invoice amount (the "Invoice Amount"), which will include the price of Products plus shipping charges and applicable sales taxes and the price for the Subscription. The balance of the Invoice Amount is due within 30 days of the invoice date. **Amounts past due will be assessed a late payment charge of 1.5% per month, which you agree to pay.**

Alternatively, you may assign your obligation to pay the Invoice Amount to the IBM Credit Corporation (ICC). You agree to sign an ICC Certificate of Acceptance, accepting Products within 10 days of their delivery and accepting the Subscriptions. The ICC Certificate of Acceptance constitutes payment to us of the Invoice Amount. We will return your down payment, net of any cancellation or return charges, when we receive payment from ICC. Other than this express permission, you may not assign, or otherwise transfer, this Agreement or your rights under it, or delegate your obligations, without our prior written consent. Any attempt to do so is void.

Title and License

We transfer title to Machines to you when we (a) receive the total Invoice Amount due and (b) you return any removed parts that become our property during a feature or model upgrade. The application, use and other aspects of the Programs and the Subscriptions are solely governed by the terms and conditions of the applicable agreement between you and the manufacturer.

If you fail to pay the Invoice Amount, including late payment charges, then we may remove and repossess the Machine without notice or demand, and we may request the manufacturer to cancel the Program license or Subscription.

Warranty

All warranties with regard to the Products or the Subscriptions are provided directly by the manufacturer to you. We warrant only that we are authorized to supply Products and the Subscriptions. **THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND WE MAKE NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. We do not warrant uninterrupted or error-free operation of any Product.**

Limitation of Liability

If you are entitled to recover damages from us, in each instance, regardless of the basis on which damages can be claimed, we are liable only for actual damages caused by a Product in an amount no greater than the price you have paid for the Product that is the subject of the claim. **Under no circumstances are we responsible for (a) loss of, or damage to, your programs, records or data; or (b) special, incidental, consequential or other indirect damages (including lost profits or savings), even if we are informed of their possibility.**

Disputes

The laws of the State of Georgia govern this Agreement. Any controversy or claim rising out of or relating to this Agreement, or the breach of this Agreement, shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association at a hearing in Atlanta, Georgia. A judgment of a court having jurisdiction may be entered upon the arbitrator's award. The prevailing party, in addition to all other sums to which it may be entitled, is entitled to recover from the other party the reasonable expenses (including attorney fees) relevant to the claim.

Agreement Number: 2025032401LBB



SPS VAR Services Agreement

Description

SPS VAR, LLC. (We) agree to provide Services described in a Statement of Work below or in an Attachment to our Customer (You) under the terms of this Agreement. You are responsible for project management and for any results achieved, unless specified otherwise in the Statement of Work. We do not provide Services under the terms of your purchase order.

Services are provided and billed either on an hourly ("Hourly Services") or on a fixed-price ("Fixed-Price Services") basis.

For Hourly Services, the Statement of Work specifies the hourly rate, the estimated hours and estimated expenses required to complete the project. This estimate is not a fixed-price commitment. Charges will equal the actual hours worked times the hourly rate, plus actual expenses and applicable sales taxes.

For Fixed-Price Services, the Statement of Work specifies the fixed-price and estimated expenses. This expense estimate is not a fixed-price commitment. Charges will equal the fixed-price plus actual expenses and applicable sales taxes.

Statement of Work

Project Name: Migration Services

☒ Fixed-Price Services: \$ 22,500.00 Invoiced Upon Product Start

Estimated Expenses: \$ N/A Travel & Living and N/A Other Expenses

Estimated Start Date: 5/15/2025

End Date: TBD

Services: Remote Assistance with new POWER10 setup, data migration and OS Upgrades on Production and HA Target.

This Project Description, the Statement of Work and the Additional Terms on page 2 form our complete agreement (the "Agreement") regarding these Services and replace any prior oral or written communication between us. By signing below, both of us agree to these terms.

Agreed to: (Customer legal name & address)

City of Tyler

212 N. Bonner Avenue.

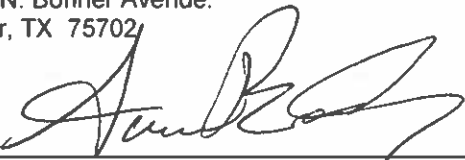
Tyler, TX 75702

Agreed to:

SPS VAR, LLC

P. O Box 8869

Atlanta, GA 31106

By: 
Authorized Signature

Name (print): Aaron Bower

Title: IT Specialist IV Supervisor

Date: 03/27/2025

Authorized Signature

Name (print): _____

Title: _____

Date: _____

Agreement Number: 2025032402LBB

SPS VAR Services Agreement

Additional Terms



Billing

For Hourly Services, the minimum billing increment is fifteen (15) minutes. However, there will be a one-hour minimum for each day in which Services are provided on-site and a fifteen (15) minute minimum for each day in which Services are provided by telephone. We may increase our hourly billing rate and minimums by giving you three (3) months' written notice.

Hourly Services are invoiced weekly as the work progresses. Fixed-Price Services are invoiced as specified in the Statement of Work. Travel and other expenses are invoiced weekly using IRS mileage allowances for automobile transportation and actual cost for all other expenses.

Charges for Services and expenses are due within 15 days from the invoice date. Amounts past due are subject to a late payment charge of 1.5% per month. You agree to pay accordingly.

You agree to pay applicable sales taxes or supply exemption documentation.

Project Completion and/or Termination

Hourly Services will end when we provide the estimated number of hours or upon the estimated project end date unless you authorize additional hours or an extension of the end date. In the event that additional hours are not authorized for incomplete project which is provided on an Hourly Services basis, we do not warrant that the Services will be completed. Fixed-Price Services will end when the tasks described in the Statement of Work are complete.

Either party may terminate this Agreement on written notice to the other if the other breaches any material provision of this Agreement, including nonpayment of any charges hereunder. Upon termination, we will stop our work in an orderly manner as soon as practical.

You agree to pay for all Services we provide, all materials (including programs, program listings, documentation, reports or other similar works of authorship) we deliver and all expenses we incur through the project's termination, including charges we incur in terminating subcontracts.

Customer Obligation

You agree to provide us reasonable access to the premises where Services will be provided during your business hours. You will also provide other onsite cooperation and assistance as may be reasonably requested by us. You agree to sign and deliver to us the Acknowledgment of Completion of Services when the tasks described in the Statement of Work are complete, or when we have provided the estimated number of hours of Services for Hourly Services (unless additional hours are authorized), whichever comes first.

Subcontractors

We have the right subcontract any part of the Services to a third party as we deem appropriate, provided that we will remain ultimately responsible for the Services, subject to the terms of this Agreement.

Changes to Statements of Work

The Statement of Work may only be changed by a written Change Authorization signed by both of us. The terms of the Change Authorization will prevail over those of the Project Description, the Statement of Work and any previous Change Authorizations.

Warranty

We warrant that we perform Services using reasonable care and skill in accordance with recognized standards in the industry. **WE DO NOT PROVIDE ANY OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** We do not warrant uninterrupted or error free operation of any Service.

Limitation of Liability

In the event that you are entitled to recover damages from us, in each instance, regardless of the basis on which you are entitled to claim damages from us, we are liable only for an amount no greater than the sum of all payments you have made to us. This limit also applies to liabilities of any of our subcontractors. It is the maximum for which we and our subcontractors are collectively responsible. **Under no circumstances are we or our subcontractors responsible to you or third parties for 1) loss of, or damage to, your records or data; or 2) special, incidental, consequential or other indirect damages (including lost profits or savings), even if we are informed of their possibility.**

Disputes

The laws of the State of Georgia govern this Agreement. Any controversy or claim arising out of or relating to this Agreement, or the breach of this Agreement, shall be settled by arbitration in accordance with the rules of the American Arbitration Association at a hearing in Atlanta, Georgia. A judgment of a court having jurisdiction may be entered upon the arbitrator's award. The prevailing party, in addition to all recoveries, is entitled to recover from the other party reasonable expenses (including attorney fees) relevant to the claim.

Agreement Number: 2025032402LBB