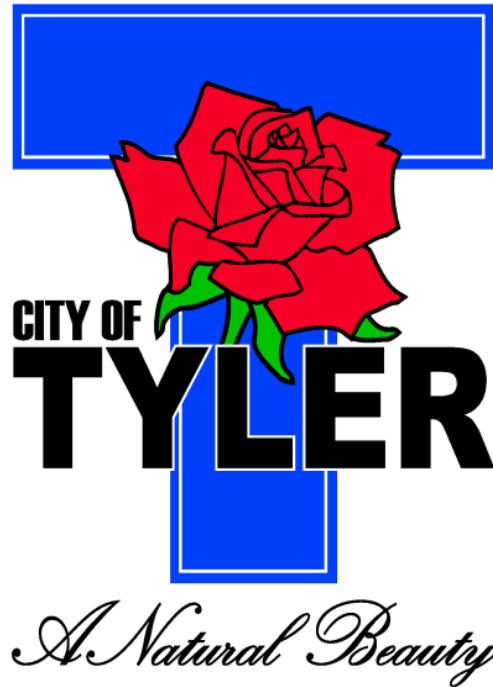


CITY COUNCIL AGENDA



**Wednesday, June 11, 2025
9:00 am**



CITY COUNCIL

**Donald P. Warren, Mayor
Stuart Hene, District 1
Petra Hawkins, District 2
Shonda Marsh, 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, June 11, 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 April 30, 2025.

RESOLUTION

- R-1** Request that the City Council consider adopting a Resolution of support authorizing and directing the City Manager or the City Manager's designees to participate with the Texas Department of Transportation (TxDOT) in the design of a safety project on State Highway 110 from north of Aberdeen Drive to County Road 2123.
- R-2** Request that the City Council consider supporting the Transportation Alternative Set-Aside (TA) grant application for the City of Tyler Midtown to Downtown Shared Use Path and committing the local matching funds.

ORDINANCE

- O-1** Request that the City Council consider adoption of an Ordinance amending the Fiscal Year 2024-2025 Budget for various projects relating to Tax Increment Reinvestment Zone (TIRZ 3, TIRZ 4), and the Rose Complex.
- O-2** Request that the City Council consider approving the sale of Tyler Water and Sewer System Revenue Bonds, New Series 2025.

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 adopting the updated Title VI policy for the Tyler Transit System that will assist Tyler Transit in maintaining compliance with all Federal and Federal Transit Administration (FTA) standards and recommendations.
- C-A-2** Request that the City Council consider authorizing payment to the Texas Department of Transportation in the amount of \$51,668.17 for the 2020 Highway Safety Improvement Project entitled W MLK Jr. Blvd Signal and Crosswalk Improvements.
- C-A-3** Request that the City Council consider authorizing the City Manager to approve the partial release of the water easement on the Bellwood Addition Unit 1 that has been verified as no longer needed after construction of a new line.
- C-A-4** Request that the City Council consider authorizing the City Manager to ratify the expenditure of \$59,535.00 for the emergency replacement of two submersible lift station pumps located at the Lake Palestine Water Treatment Plant.
- C-A-5** Request that the City Council consider authorizing the City Manager to execute a Capital Improvement Project (CIP) contract with Striping Technology, LP for the Old Jacksonville Highway and Capital Drive Traffic Signal project, for \$192,353.65.

- C-A-6** Request that the City Council consider authorizing the City Manager to approve a reconciliation change order that will reduce the contract amount by \$90,074.36 and the release of final retainage payment in the amount of \$9,198.50 to Reynolds & Kay, LTD for the 2021 Creek Crossing Reroutes & Repairs.
- C-A-7** Request that the City Council consider adopting a Resolution consenting to the addition of territory to the boundaries of the East Texas Municipal Utility District of Smith County.
- C-A-8** Request that the City Council consider adopting a Resolution consenting to the addition of territory to the boundaries of the East Texas Municipal Utility District of Smith County.

CITY MANAGER'S REPORT

ADJOURNMENT

**MINUTES OF THE REGULAR CALLED MEETING OF
THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS
April 30, 2025**

A regular called meeting of the City Council of the City of Tyler, Texas, was held Wednesday, April 30, 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: Heather Nick
City Attorney: Deborah G. Pullum
Deputy City Attorney: Steve Kean
Senior Asst. City Attorney: Alesha Buckner
Director of Organizational Development: Regina Y. Moss
Planning Director: Kyle Kingma
Chief Information Officer: Benny Yazdanpanahi
Transit Manager: Russ Jackson
Police Chief: Jimmy Toler
City Engineer: Darin Jennings
Traffic Engineer: Cameron Williams
Director of Utilities: Kate Dietz
Director of Parks & Recreation: Leanne Robinette
Director of Solid Waste, Transit: Leroy Sparrow
Senior Management Analyst: Blake Cathey
City Clerk: Cassandra Brager

INVOCATION

The Invocation was given by Councilmember Nichols.

MINUTES

Motion by Councilmember Wynne to approve the March 12, 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 employee for his years of service and commitment to the City of Tyler. He represents 25 years of service with the City of Tyler.

Clarence Anderson

ZONING

- Z-1** C25-001 STRUCTURE DEVELOPMENT GROUP LLC (A PORTION OF ROSE STREET)
Request that the City Council consider adoption of an Ordinance approving the closure of an unimproved street right-of-way for Rose Street, adjacent to 819 Boyd Avenue. **(O-2025-18)**
- Motion by Councilmember Hawkins; seconded by Councilmember Wynne; motion carried 7 - 0 & approved as presented.
- Z-2** Z25-004 R4U VENTURES LLC (314 EAST BERTA STREET)
Request that the City Council consider adoption of an Ordinance approving a zone change from C-1, Light Commercial District to R-1B, Single-Family Residential District. **(O-2025-19)**
- Motion by Councilmember Wynne; seconded by Councilmember McKellar; motion carried 7 - 0 & approved as presented.
- Z-3** Z25-007 MARIO CORNELIO (3021 CHANDLER STREET)
Request that the City Council consider adoption of an Ordinance approving a zone change from R-1B, Single-Family Residential District to R-1D, Single-Family Detached and Attached Residential District. **(O-2025-20)**
- Motion by Councilmember McKellar; seconded by Councilmember Curtis; 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 execute a Local On-System Agreement with the Texas Department of Transportation (TxDOT) for the FM 2493 (Old Jacksonville Highway) and Capital Drive Traffic Signal. **(R-2025-26)**
- Motion by Mayor Pro Tem Hene; seconded by Councilmember Nichols; motion carried 7 - 0 & approved as presented.

CONSENT

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

- C-A-1** Request that the City Council consider authorizing the City Manager to approve invoices for the installation of acoustic panels and bass traps at the historic Mayfair Building in the amount of \$53,570 from Morris Drywall.
- C-A-2** Request that the City Council consider accepting a donation made to the City of Tyler of steel traffic signal poles and arms, valued at \$128,547.00, from the Brookshire Grocery Company for future installation at the intersection of Old Jacksonville Highway (FM 2493) and Capital Drive.

- C-A-3** Request that the City Council consider authorizing the City Manager to purchase seven (7) Kaleidoscope Bus Shelters and Benches for Transit Department from Landscapeforms', for a total of \$175,558.57 through the approved State of Texas TXMAS-17-7802 contract.
- C-A-4** Request that the City Council consider authorizing the City Manager to execute an Engineering Services Contract, in an amount not to exceed \$387,000.00 with Pape-Dawson Consulting Engineers for 2025 Type D Sanitary Sewer Creek Crossing Repairs and to adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt. **(R-2025-27)**
- C-A-5** Request that the City Council consider authorizing the City Manager to approve NETX as the successful bidder for Bid 25-017 Commercial Cardboard Recycling.
- C-A-6** Request that the City Council consider authorizing the City Manager to execute an Engineering Services Contract, in an amount not to exceed \$221,100.00 with Pape-Dawson Consulting Engineers for 2025 24" Sanitary Sewer Creek Crossing Replacement and to adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt. **(R-2025-28)**
- C-A-7** Request that the City Council consider authorizing the City Manager to approve a reconciliation change order that will reduce the contract amount by \$310,610.48 and release of final retainage payment in the amount of \$67,758.45 to Propipe, LLC, for Group 7 Cleaning and Closed Circuit Television (CCTV).
- C-A-8** Request that the City Council consider authorizing the City Manager to execute a mutual agreement between the City of Tyler and Lindale Rural Water Company for the purpose of clarifying the rights, obligations and regulatory fees of the Parties regarding the provision of sanitary sewer services to customers that the Parties have in common and to the extent allowed under State and Federal Law. **(pulled)**
- C-A-9** Request that the City Council consider authorizing the City Manager to execute a construction contract in the amount of \$241,303.90 with CRS Commercial Roof Specialist Inc., for the Golden Road Water Treatment Plant Roof Replacement Project and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt. **(R-2025-29)**

Motion by Councilmember Curtis to approve the entire consent agenda as presented except C-A-8; seconded by Councilmember McKellar; motion carried 7 - 0 & approved as presented.

CITY MANAGER'S REPORT

1. Thank you, Mayor. And as Councilman Nichols made mention in his prayer this morning that it is Spring and the weather is beautiful, and we have a lot of different activities going on. Our Main Street staff hosted their second downtown discussion of the year for our downtown business owners, residents, property owners, and the general public who may be interested in downtown updates. Among the topics were updated downtown improvement project information, the new Fair Plaza parking garage elevator installation,

the upcoming Texas Downtown Association assessment visit, and Main Street's plans to beautify the Broadway Bridge underpass between Oakwood Avenue and Goodman Drive.

2. Currently, at W.E. Winter Park's staff is removing the last remaining portions of the older playground in preparation for the final pieces of new equipment to be installed over at Stewart Park. It is ready to have the construction contract put up to bid as soon as the Legacy Trail construction officially closes over there. And then the construction of the new Reverend Ralph Caraway Sr. T-ball Field is nearly complete at Fun Forest Park thanks to our hard-working and knowledgeable staff.
3. Keep Tyler Beautiful accepted a generous donation of 34 trees from Keep America Beautiful, contributing to the ongoing effort to enhance our urban green spaces. With the guidance of our City Arborist, Luke Alfaro, we carefully selected the tree variety best suited for our local environment. Luke also coordinated the pickup of trees from Winsborough. These trees will be distributed in several City parks in the coming days as part of our continuous commitment to beautification and sustainability.
4. You may have also noticed temporary closures if you had walked on the Rose Rudman Trail north of Shiloh Road. We've been performing much needed tree maintenance to keep the tree trails safe and visually appealing. This maintenance includes the removal of dead and or hazardous trees, raising the canopy so bikers can pass safely there, and clearing up debris near the trail. Thursday was the last day of the small portion of the Trail was closed and fully opened on Friday, April 18th.
5. And then finally one of our own finest passed away this weekend, as was made mentioned earlier also in this meeting. Officer Sam Lively passed away after a tragic vehicle accident. He had been with us for two years as a police officer. He was very persistent. He actually went to the Police Academy twice, the first time through, he broke his arm, and rather than that kind of look, for him to look at other careers or whatever, he wanted to be part of Tyler's finest and pushed through and went back a second time to pass the Police Academy. He always had a smile and was ready to roll, and he'll be missed by many in this organization.

Mayor Warren – We have an election this Saturday, and what happens when you have an election and you have a Council member that turns out, a transition takes place, and that transition will take place at our next meeting. Therefore, I think it's probably a good time to just say, Dr. Shirley McKellar, thank you for serving District Three. I've been with you in all six years, and your love for the city is so evident, but your love for District three is something you say every time. I love District Three. So, I do. I just want to thank you for your service, your love for the city, and it's been a pleasure to serve with you. And I know next week, when usually the person walks out the back doors, and the other person walks up here, it's gonna be a tough time, but we do want to thank you for your time, and I'm sure others want to make comments as well.

Councilmember Nichols -Yeah, I'd just like to thank Shirley for her continued advocacy for veterans in our community. She's a veteran and she always advocates for them and, of course, for the ladies. She's always a strong woman, and my wife and daughter just love your outfits. Thank you for that.

Councilmember Curtis -Yeah, that's what I was going to say. I think I'll have to get a lime green or pink tie because we won't have pretty or as many of the pretty colors, but I have very much enjoyed serving with you. You've been here the whole time. These are my least favorite times because you kind of get used to the dynamics of everybody's together and that's our process, but thank you for all that you've done for the City and I appreciate you being a good mentor for me too.

Councilmember Hene -Shirley, I'm at a loss of words, you know, didn't expect this day to get here so quickly. It's been an honor to serve with you, learn from you, and yeah can we join your sororities? Thanks for being a good advocate for District 3. We appreciate it.

Councilmember Wynne- Shirley, you know, once you meet Shirley, you're gonna find out real quickly what her passions are. District 3, Northside of Tyler, she'll tell you up front that's where her heart is. The military, her sorority. Those are her three loves that I've gotten from her in the five-plus years that I've been around her, and she's the only person that I've seen that can bedazzle shoes the way she does.

Councilmember Hawkins -Well, I haven't served that long, but it's been a pleasure. I have to step up my game, and she told me that I should wear my pearls because that's a fashion statement. So, I make it a point to wear my pearls, but no, truly, it's been a real pleasure, and I wish you the best of success in your next endeavors.

City Manager Ed Broussard -I'm not on the Council; I'm just the staff. We're hired hands, as Kedric puts it, to help as needed. But I will say this on behalf of the organization, but on behalf of the staff at least. You have always been one of our biggest cheerleaders and we appreciate that so much. You are there to help kind of push us and prompt us but also to cheer us on and that goes a long way and we are so deeply appreciative of that. I appreciate all that you provided this community and our organization. So, thank you.

Deborah Pullum -Well, thank you for the opportunity, Mayor. And I also want to say thank you for all the support that you've given our office and the staff. You too also understand that your passion for the City of Tyler as a whole and for District Three, has made our job much easier and we certainly appreciate and hope to see you still in the community doing all the great things that you have done. Thank you.

Councilmember McKellar -So, Mr. Mayor first of all I want to say to District 3, I want to thank them for the opportunity to serve because obviously that's who elected me into the position but it's been an amazing opportunity for me to know the City from the inside. I've always known the City from the outside but it was a great opportunity to know it from the inside. And so, I say salute to the staff for the great work that you're doing in this community. It makes me feel really great that you do take that special interest in District 3. I love District 3, and I want to see it grow even more and so we'll see you next time. Thank you so very much and thank you for those that are sitting out there. It's been a great honor to serve in this position for six years.

ADJOURNMENT

Motion by Councilmember McKellar to adjourn the meeting at 9:23 am; seconded by Councilmember Hawkins; motion carried 7 - 0 & and 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: June 11, 2025

Subject: Request that the City Council consider adopting a Resolution of support authorizing and directing the City Manager or the City Manager's designees to participate with the Texas Department of Transportation (TxDOT) in the design of a safety project on State Highway 110 from north of Aberdeen Drive to County Road 2123.

Item Reference:

The Texas Department of Transportation has identified a need for safety and mobility enhancements on SH 110 from north of Aberdeen Drive (inside the City Limits) to County Road 2123 (outside of the City Limits). Between 2015 and 2024 there have been over 700 crashes on this corridor. Of those crashes, 16% have been severe or fatal crashes. As a result, the Texas Department of Transportation desires to design safety improvements.

The safety improvements may include, but are not limited to, a raised median, access management control, illumination, and traffic signalization. The project will be developed by a design process through which the City will be an active partner and participant with the Texas Department of Transportation in order to address safety, mobility, and access needs for all users along the corridor.

The design and construction costs will be funded through and by the Texas Department of Transportation and the City of Tyler is not responsible for committing funds towards the development and construction of this safety project.

It is recommended by the staff that it would be in the best interest of the City and the region to support the project for increased safety on SH 110 entering and exiting the City of Tyler.

RECOMMENDATION:

It is requested that the City Council adopt a Resolution of support that authorizes and directs the City Manager or the City Manager's designees to participate with the Texas Department of Transportation (TxDOT) in the design of a safety project on State Highway 110 from north of Aberdeen Drive to County Road 2123.

Attachments:

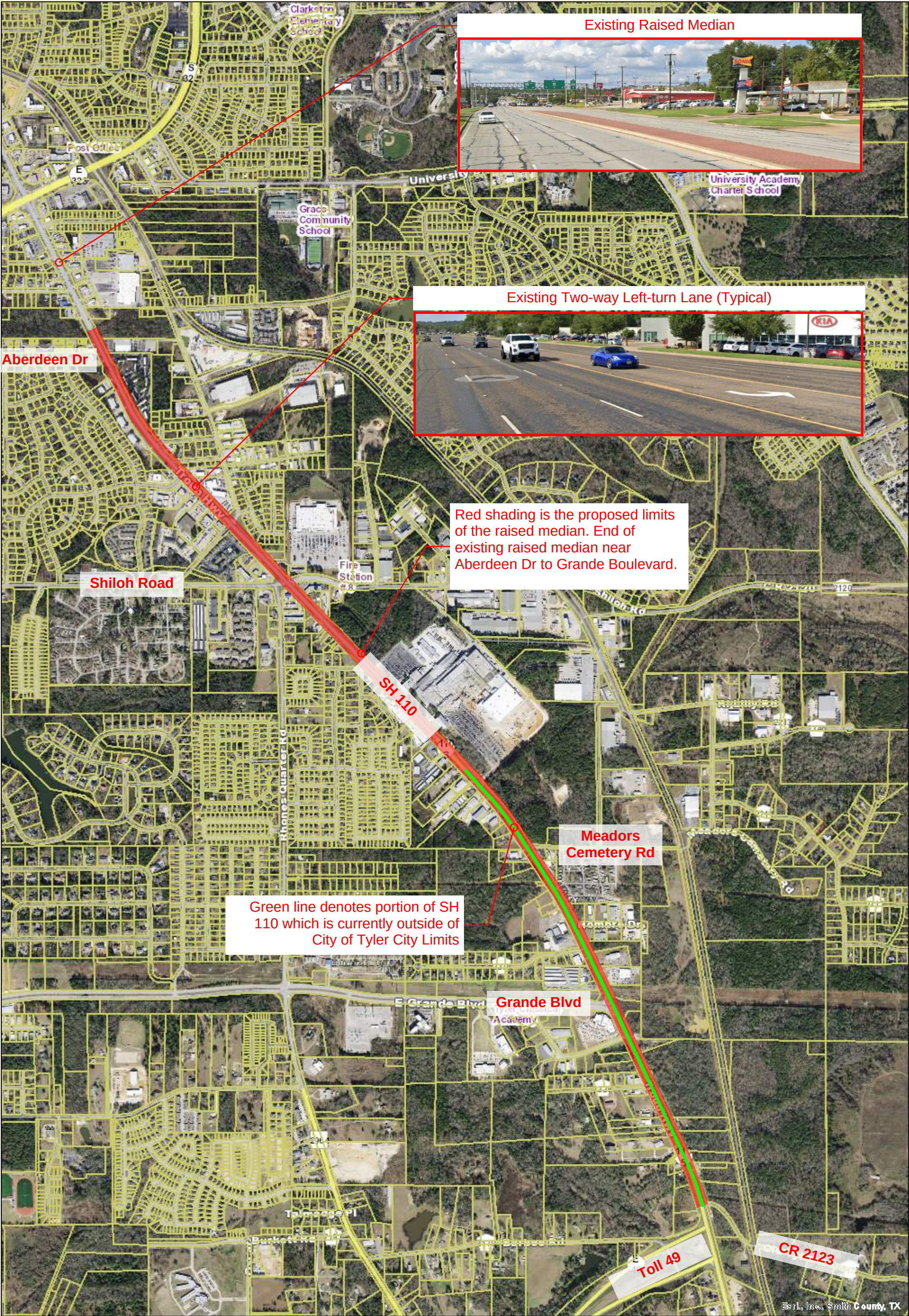
[Location Map](#)

[Resolution - SH 110 Raised Medians](#)

Drafted/Recommended By:
Department Leader

Cameron L. Williams, PE, PTOE, PTP - Traffic Engineer

Edited/Submitted By:
City Manager



RESOLUTION NO. R-2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, SUPPORTING AND AUTHORIZING AND DIRECTING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEES TO PARTICIPATE WITH THE TEXAS DEPARTMENT OF TRANSPORTATION IN THE DESIGN OF A SAFETY PROJECT ON STATE HIGHWAY (SH) 110 FROM NORTH OF ABERDEEN DRIVE TO COUNTY ROAD 2123; UNDERSTANDING THE SAFETY AND MOBILITY IMPROVEMENTS MAY INCLUDE, BUT ARE NOT LIMITED TO, A RAISED MEDIAN, ACCESS MANAGEMENT CONTROL, ILLUMINATION, AND TRAFFIC SIGNALIZATION; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS APPROVED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; AND DECLARING AN EFFECTIVE DATE.

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

WHEREAS, Transportation Code, Chapters 201 and 221, authorize the State of Texas (the "State") to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, the Texas Department of Transportation has identified a need for safety and mobility enhancements on SH 110 from north of Aberdeen Drive (inside the City Limits) to County Road 2123 (outside of the City Limits) (hereinafter referred to as the "Project"); and,

WHEREAS, the Texas Department of Transportation desires to design safety improvements on the Project; and,

WHEREAS, the Project design and construction costs will be funded through and by the Texas Department of Transportation; and,

WHEREAS, the City of Tyler is not responsible for committing funds towards the development and construction of the Project; and,

WHEREAS, the Tyler City Council finds it to be in the best interest of the City to support the project for increased safety on SH 110 entering and exiting the City of Tyler.

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

Section 1. That the City of Tyler supports a raised median project on SH 110 from just north of Aberdeen Drive to County Road 2123 to enhance safety.

Section 2. That the City of Tyler understands the project will be developed by a design process through which the City will be an active partner and participant with the Texas Department of Transportation in order to address safety, mobility, and access needs for all users along the corridor.

Section 3. That the City of Tyler understands the safety improvements may include, but are not limited to, a raised median, access management control, illumination, and traffic signalization.

Section 4. That the City Manager or the City Manager's designee and any other official of the City as shall be required are hereby authorized and directed to participate with the Texas Department of Transportation in the development of this project.

Section 5. That the meeting at which this Resolution was approved was, in all things, conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

Section 6. That this Resolution shall become effective immediately upon adoption.

PASSED AND APPROVED this ____ day of _____, 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. R-2

Date: June 11, 2025

Subject: Request that the City Council consider supporting the Transportation Alternative Set-Aside (TA) grant application for the City of Tyler Midtown to Downtown Shared Use Path and committing the local matching funds.

Item Reference:

The Texas Department of Transportation issued a call for projects in January 2025 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program.

The City of Tyler has long desired to connect Tyler Junior College, the hospital district, and Downtown Tyler. This shared use path (SUP) will provide that connectivity. The proposed SUP will connect large traffic generators such as Tyler Junior College, UT Tyler Medical School (under construction), UT Health Center main hospital, Christus Mother Francis main hospital campus, and Downtown Tyler, including the new Smith County Courthouse.

The proposed project will construct roughly 2.5 miles of a 10-foot-wide SUP running from East Fifth Street to South Broadway Avenue in the Downtown area. The proposed SUP will include ADA-compliant concrete trails, lighting, ADA access ramps, crosswalks, Pedestrian Hybrid Beacons at existing light-controlled intersections, signage, crosswalks, and associated culverts, dirt work, and other similar improvements.

A stakeholder meeting was held in conjunction with the City's Comprehensive Plan update with support for this project from the hospitals and Tyler Junior College.

The project will be developed by a design process through which the City will be an active partner and participant with the Texas Department of Transportation in order to address safety, mobility, and access needs for all users in this area.

The total project is estimated to cost \$4,803,110. The City of Tyler is anticipated to qualify for Transportation Development Credits (TDC), which allows for 100% TA funds to be applied to the project in lieu of the required local match.

It is recommended by the staff that it would be in the best interest of the City and the region to support the project.

RECOMMENDATION:

Request that the City Council consider approving a resolution supporting the Transportation Alternative Set-Aside (TA) grant application for the City of Tyler Midtown to Downtown Shared Use Path and committing the local matching funds.

Attachments:

[TAP-Layout1.pdf](#)

[Resolution - Midtown to Downtown Trail Grant Application.pdf](#)

Drafted/Recommended By:

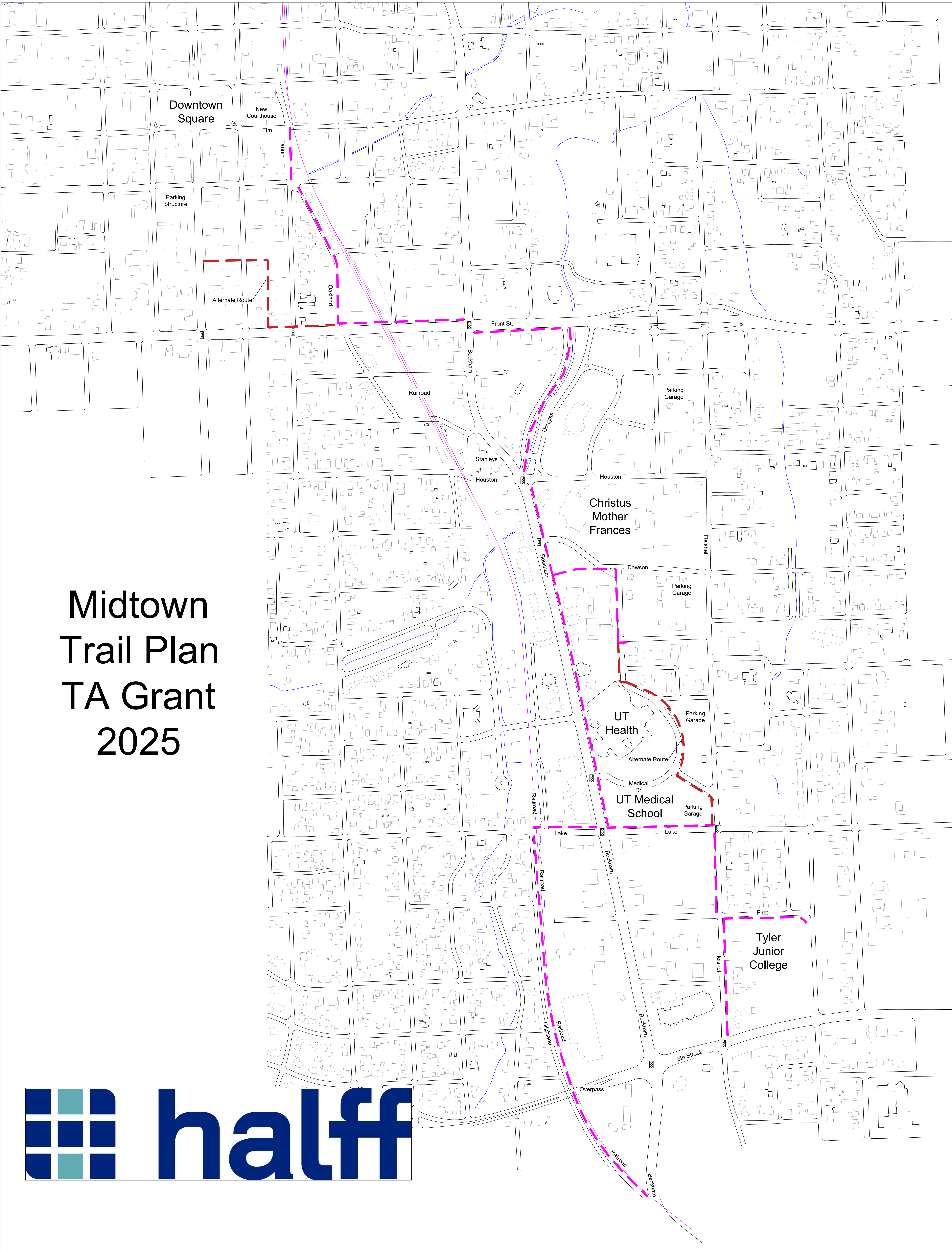
Department Leader

Stephanie Franklin, Deputy City Manager

Edited/Submitted By:

City Manager

Midtown Trail Plan TA Grant 2025



RESOLUTION NO. R-2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, SUPPORTING THE CITY OF TYLER'S APPLICATION OF THE MIDTOWN TO DOWNTOWN TRAIL PROJECT, FOR THE TEXAS DEPARTMENT OF TRANSPORTATION 2025 TRANSPORTATION ALTERNATIVES SET-ASIDE (TA) CALL FOR PROJECTS, COMMITTING LOCAL MATCHING FUNDS, AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the Texas Department of Transportation issued a call for projects in January 2025 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program; and

WHEREAS, the TA funds may be used for the development of preliminary engineering (plans, specifications, and estimates and environmental documentation) and the construction of pedestrian and/or bicycle infrastructure. The TA funds require a local match, comprised of cash or Transportation Development Credits (TDCs), if eligible. The City of Tyler would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds; and

WHEREAS, all projects must demonstrate an enhancement to pedestrian safety, access to or between existing community investments in bicycle and pedestrian facilities, public transportation or other mobility options, or propose a direct connection to important community destinations; and

WHEREAS, the TA/SRTS program includes on and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation; and

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

PART 1: The City of Tyler supports funding this project as described in the 2025 TA Detailed Application (including the preliminary engineering budget, if any, construction budget, the department's direct state cost for oversight, and the required local match, if any) and is willing to commit to the project's development, implementation, construction, maintenance, management, and financing. The City of Tyler is willing and able to enter into an agreement with the department by resolution or ordinance, should the project be selected for funding.

PART 2: That this Resolution shall become effective immediately upon adoption.

PASSED AND APPROVED by majority vote of all members of the City Council of the City of Tyler on the 11th day of June, 2025.

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

ATTEST:

APPROVED:

CASSANDRA BRAGER
CITY CLERK

DEBORAH G. PULLUM
CITY ATTORNEY



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. O-1

Date: June 11, 2025

Subject: Request that the City Council consider adoption of an Ordinance amending the Fiscal Year 2024-2025 Budget for various projects relating to Tax Increment Reinvestment Zone (TIRZ 3, TIRZ 4), and the Rose Complex.

Item Reference:

City staff is requesting the following amendments to the current fiscal year budget:

- 1) Amend the TIRZ 3 budget for East Maple Estates and TIRZ 3 Administration.
- 2) Amend the TIRZ 4 budget for TIRZ 4 Administration.
- 3) Amend the HOT Fund for the final invoice related to Rose Complex Phase 1 and Demolition related to Rose Complex Phase 2.

RECOMMENDATION:

It is recommended that the City Council consider adoption of an Ordinance amending the Fiscal Year 2024-2025 Budget for various projects relating to Tax Increment Reinvestment Zone (TIRZ 3, TIRZ 4), and Rose Complex.

Attachments:

[2025_Budget_Amendment_Ordinance](#)

Drafted/Recommended By:

Department Leader Keidric Trimble, Chief Financial Officer

Edited/Submitted By:

City Manager

ORDINANCE NO. O-2025-____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER,
TEXAS, AMENDING THE FISCAL YEAR 2024-2025 BUDGET.**

WHEREAS, pursuant to the laws of the State of Texas and the Charter and City Code of the City of Tyler, the City Manager of Tyler amending the current budget for fiscal year 2024-2025;

WHEREAS, City Council affirms the budget and financial policies that have been approved by ordinances and administrative actions;

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

PART 1: That the fiscal year 2024-2025 budgets for TIF / TIRZ #3, TIF / TIRZ #4, and HOT funds will be amended to include the following budget changes:

Item	Request	Fund	Account Number	Account	Budget	Requested Roll Amount	Amended Budget
1	TIRZ #3 project for East Maple Estates approved by Council 11/22/24	TIRZ 3 Fund	218-0110-412.04-08	Special Services	10,000.00	1,000,000.00	1,020,000.00
2	Admin for TIRZ 3	TIRZ 3 Fund	218-0110-412.04-08	Special Services	10,000.00	10,000.00	1,020,000.00
3	Admin for TIRZ 4	TIRZ 4 Fund	217-0110-412.04-08	Special Services	5,000.00	15,000.00	20,000.00
4	Final Invoice for Rose Complex Phase 1	HOT Fund	211-0184-419.25-01	Buildings	156,530.00	125,698.00	282,228.00
5	Rose Complex Phase 2 - Demo of buildings	HOT Fund	211-0180-419.25-17	Parking Lot Improvement	75,000.00	125,000.00	75,000.00

PART 2: That any ordinance, resolution, policy or any provision or section of the Code of the City of Tyler, Texas, as amended, and in conflict herewith, be and the same is hereby repealed to the extent of any conflict.

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

PART 4: This ordinance shall become effective upon approval.

PASSED AND APPROVED this the 11th day of June, A.D., 2025.

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

ATTEST:

APPROVED:

CASSANDRA BRAGER, CITY CLERK

DEBORAH G. PULLUM, CITY ATTORNEY



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. O-2

Date: June 11, 2025

Subject: Request that the City Council consider approving the sale of Tyler Water and Sewer System Revenue Bonds, New Series 2025.

Item Reference: City Council Agenda Item P-1 on May 14, 2025

On May 14, 2025, City Council heard a presentation on the opportunity to sell approximately \$45,000,000 in Water and Sewer System Revenue Bonds to help fund part of the construction projects related to the City's EPA Consent Decree. Guidance was given to staff to move forward with this opportunity.

During Fiscal Year 2025 and the beginning of Fiscal Year 26, we anticipate spending approximately \$45,825,294, with the excess being paid for from previous bond funds. The projects include, but are not limited to, the following:

- Bond Funded - Regulatory Compliance (Consent Decree)
- Capacity (Estimated Cost FY 25 \$14,468,372)
 - Private Lateral (Estimated Cost FY 25 \$1,064,876)
 - Group 3 (Estimated Cost FY 25 \$3,181,820)
 - Group 4 (Estimated Cost FY 25 \$1,680,039)
 - Group 5 (Estimated Cost FY 25 \$3,780,609)
 - Group 6 (Estimated Cost FY 25 \$8,367,377)
 - Group 7 (Estimated Cost FY 25 \$783,000)
 - Creek Crossing Repair (Estimated Cost FY 25 \$1,009,956)
 - Lift Stations (Estimated Cost FY 25 \$11,489,245)

The regulatory compliance fee will increase per month per customer to cover the EPA consent decree projects starting in October 2025.

RECOMMENDATION:

Request that the City Council consider approving the sale of Tyler Water and Sewer System Revenue Bonds, New Series 2025.

Attachments:

[TYLER WS 2025 - Ordinance](#)

[TYLER WS 2025 - PAR Agmt - UMB Bank](#)

Drafted/Recommended By:
Department Leader Kedric Trimble, CFO

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2025-_____

AN ORDINANCE by the City Council of the City of Tyler, Texas authorizing the issuance of "City of Tyler, Texas, Water and Sewer System Revenue Bonds, New Series 2025"; pledging the net revenues of the City's combined water and sewer system to the payment of the principal of and interest on said Bonds; specifying the terms and conditions of such Bonds; resolving other matters incident and related to the issuance, payment, security, sale and delivery of said Bonds, including the approval and execution of a Paying Agent/Registrar Agreement and the approval and distribution of a Preliminary Official Statement and an Official Statement; and providing an effective date.

WHEREAS, the City Council (the "Council") of the City of Tyler, Texas (the "City") has determined that revenue bonds in the principal amount of \$45,000,000 should be issued and sold at this time for making improvements and extensions to the City's combined water and sewer system (the "System"); and

WHEREAS, in the ordinances authorizing the Previously Issued Bonds (defined herein), the City reserved the right to issue additional bonds on a parity therewith, payable from and equally secured by a lien on and pledge of the Net Revenues, but only pursuant to and subject to the covenants, conditions, limitations and restrictions contained in the ordinances authorizing the Previously Issued Bonds; and

WHEREAS, the Council has found and determined that the bonds herein authorized may and shall be issued as Additional Bonds (defined herein) on a parity with the Outstanding Bonds Similarly Secured (defined herein) in that:

(a) Prior to the delivery of the bonds authorized by this Ordinance, a certificate shall have been executed by the Chief Financial Officer to the effect that the City is not in default as to any covenant, condition, or obligation contained in this Ordinance or the ordinances authorizing the issuance of the Bonds Similarly Secured;

(b) Prior to the delivery of the bonds authorized by this Ordinance, a certificate shall have been executed by the Chief Financial Officer to the effect that each of the special funds created for the payment and security of the Bonds Similarly Secured contains the amount of money then required to be on deposit therein;

(c) Prior to the delivery of the bonds authorized by this Ordinance, a certificate shall have been executed by a certified public accountant to the effect that, in his or her opinion, the Net Earnings of the System for either the completed Fiscal Year next preceding the date of the bonds authorized by this Ordinance or a consecutive twelve (12) month period out of the last fifteen (15) months next preceding the date of the bonds is equal to at least 1.25 times the average annual principal and interest requirements (calculated on a Fiscal Year basis at the time of the issuance of the bonds authorized by this Ordinance) of all Bonds Similarly Secured that will be Outstanding after the issuance of the proposed Bonds;

(d) This Ordinance requires that deposits shall be made into the Interest and Sinking Fund in amounts adequate to pay the principal and interest requirements of the bonds authorized by this Ordinance as the same become due; and

(e) The bonds authorized by this Ordinance are scheduled to mature on September 1 of each of the years in which they are scheduled to mature or become due;

WHEREAS, the Council finds and determines that it is in the best interest of the City and its inhabitants to proceed with the issuance of bonds to provide funds for the purposes hereinafter specified; now, therefore,

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

Section 1. Authorization - Designation - Principal Amount - Purpose. Revenue bonds of the City shall be and are hereby authorized to be issued in the aggregate principal amount of \$45,000,000, to be designated and bear the title "City of Tyler, Texas, Water and Sewer System Revenue Bonds, New Series 2025" (the "Bonds"), for the purpose of providing funds for the purpose of improving and extending the System, including the acquisition of land therefor and to pay the costs and expenses of issuance, in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapter 1502, as amended.

Section 2. Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Maximum Rate - Bond Date. The Bonds are issuable in fully registered form only; shall be dated June 1, 2025 (the "Bond Date"), and shall be in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity), and the Bonds shall become due and payable on September 1 in each of the years in the principal amounts (the "Stated Maturities") and bear interest at the per annum rate(s) in accordance with the following schedule:

<u>Stated Maturity</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate (%)</u>
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		
2043		
2044		
2045		
2046		
2047		
2048		
2049		

<u>Stated Maturity</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate (%)</u>
2050		
2051		
2052		
2053		
2054		
2055		

The Bonds shall bear interest on the unpaid principal amount from the date of initial delivery of the Bonds at the rate(s) per annum shown above in this Section (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable on March 1 and September 1 of each year, commencing March 1, 2026, until maturity or prior redemption.

Section 3. Payment of Bonds - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds due and payable by reason of maturity, redemption, or otherwise, shall be payable only to the registered owners or holders of the Bonds (the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar. Any such payments shall be payable, without exchange or collection charges, to the Holder in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

The selection and appointment of UMB Bank, N.A., Dallas, Texas, to serve as Paying Agent/Registrar for the Bonds is hereby approved and confirmed. Books and records relating to the registration, payment, exchange and transfer of the Bonds (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in the form attached hereto as **Exhibit A** and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor or Mayor Pro Tem and the City Clerk are hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Bonds. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution, or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Bonds, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Bonds, shall be payable at their Stated Maturities or upon their earlier redemption only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated offices, initially in Kansas City, Missouri, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). The Paying Agent/Registrar shall pay interest on the Bonds only to the Holders whose names appear in the Security Register at the close of business on the "Record Date" (the fifteenth (15th) day of the month next preceding each interest payment date) and such interest payments shall be made either by: (1) check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register on the Record Date or (2) by such other method, acceptable to the Paying Agent/Registrar, requested by the Holder at the Holder's risk and expense. If the date for the payment of the principal of or interest on the

Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such past due interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

Section 4. Redemption.

(a) Optional Redemption. The City reserves the right and option to redeem the Bonds maturing on and after September 1, 2035, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a stated maturity, by lot by the Paying Agent/Registrar), on September 1, 2034, or on any date thereafter at a price equal to the principal amount of the Bonds so called for redemption plus accrued interest from the most recent interest payment date on which interest has been paid or duly provided for to the date fixed for redemption.

(b) Mandatory Redemption. The Bonds maturing on September 1, 20____ (the "Term Bonds") are subject to mandatory redemption on the dates and in the principal amounts shown below at a price of par plus accrued interest to the date of redemption:

<u>Term Bonds Due September 1, 20</u>	
<u>Redemption Date</u>	<u>Principal Amount (\$)</u>
20__	
20__	
20__	
20__	
20__	
20__ *	
*maturity	

Approximately forty-five (45) days prior to each mandatory redemption date for the Term Bonds, the Paying Agent/Registrar shall select by lot the numbers of the Term Bonds within the applicable Stated Maturity to be redeemed on the next following September 1 from moneys set aside for that purpose in the Interest and Sinking Fund (as hereinafter defined). Any Term Bonds not selected for prior redemption shall be paid on the date of their Stated Maturity.

The principal amount of the Term Bonds for a given Stated Maturity required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the City, by the principal amount of Term Bonds of like Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to

the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions set forth in subparagraph (a) of this Section and not theretofore credited against a mandatory redemption requirement.

(c) Exercise of Redemption Option. At least forty-five (45) days prior to a redemption date for the Bonds (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of the decision to optionally redeem Bonds, the principal amount of each Stated Maturity to be optionally redeemed, and the date of redemption therefor. The decision of the City to exercise the right to optionally redeem Bonds shall be entered in the minutes of the governing body of the City.

(d) Selection of Bonds for Redemption. If less than all Outstanding Bonds of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Bonds as representing the number of Bonds Outstanding, which is obtained by dividing the principal amount of such Bonds by \$5,000, and shall select the Bonds to be redeemed within such Stated Maturity by lot.

(e) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Bonds, a notice of redemption shall be sent by United States Mail, first class postage prepaid, in the name of the City and at the City's expense, to each Holder of a Bond to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Bonds, (ii) identify the Bonds to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Bonds, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Bonds, or the principal amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder. If a Bond is subject by its terms to prior redemption and has been called for redemption and notice of redemption thereof has been duly given as hereinabove provided, such Bond (or the principal amount thereof to be redeemed) shall become due and payable and interest thereon shall cease to accrue from and after the redemption date therefor; provided moneys sufficient for the payment of such Bond (or of the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar.

(f) Conditional Notice of Redemption. With respect to any optional redemption of the Bonds, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

Section 5. Registration - Transfer - Exchange of Bonds - Predecessor Bonds. A Security Register relating to the registration, payment, and transfer or exchange of the Bonds shall at all times be kept and maintained by the City at the Designated Payment/Transfer Office of the Paying Agent/Registrar and at a place within the State of Texas, as provided herein and in accordance with the provisions of the Paying Agent/Registrar Agreement and such rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every Holder of the Bonds issued under and pursuant to the provisions of this Ordinance, or, if appropriate, the nominee thereof. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds of like kind, maturity, and amount in authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar at its Designated Payment/Transfer Office for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Bond (other than the Initial Bond(s) authorized in Section 8 hereof) at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds, executed on behalf of and furnished by the City, of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds (other than the Initial Bond(s) authorized in Section 8 hereof) may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are so surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds executed on behalf of, and furnished by, the City to the Holder requesting the exchange.

All Bonds issued upon any transfer or exchange of Bonds shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar, or sent by United States mail, first class postage prepaid, to the Holder and, upon the delivery thereof, the same shall be valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer under this Section are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any Bond registered and delivered pursuant to Section 30 hereof in lieu of a mutilated, lost, destroyed, or stolen Bond which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Bond; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond called for redemption in part.

Section 6. Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 3, 4 and 5 relating to the payment, and transfer/exchange of the Bonds, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company (DTC), a limited purpose trust company organized under the laws of the State of New York, in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations, by and between the City and DTC (the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC who shall hold said Bonds for its participants (the "DTC Participants"). While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or in the event the City decides to discontinue use of the system of book-entry transfers through DTC, the City covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Bonds shall be made in accordance with the provisions of Sections 3, 4 and 5 hereof.

Section 7. Execution - Registration. The Bonds shall be executed on behalf of the City by the Mayor under its seal reproduced or impressed thereon and countersigned by the City Clerk. The signature of said officers and the seal of the City on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the date of adoption of this Ordinance shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Bond shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 9(c), executed by facsimile or manually by the Comptroller of Public Accounts of the State of Texas, or his or her duly authorized agent, or a certificate of registration substantially in the form provided in Section 9(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered and delivered.

Section 8. Initial Bond(s). The Bonds herein authorized shall be initially issued as (1) a single fully registered bond in the total principal amount of this series with principal installments to become due and payable as provided in Section 2 and numbered T-1, or, alternatively, (2) as one bond for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Bond(s)") and, in either case, the Initial Bond(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Bond(s) shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Bond, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Bond and exchange it for definitive Bonds of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the named Holders at the addresses identified for such purpose; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

Section 9. Forms.

A. Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Bonds, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Bonds as evidenced by their execution. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds and the Initial Bond(s) shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof.

The City may provide (i) for issuance of one fully registered Bond for each Stated Maturity in the aggregate principal amount of each Stated Maturity and (ii) for registration of such Bonds in the name of a securities depository, or the nominee thereof. While any Bond is registered in the name of a securities depository or its nominee, references herein and in the Bonds to the Holder or registered owner of such Bond shall mean the securities depository or its nominee and shall not mean any other person.

B. Form of Definitive Bond.

REGISTERED
NO. _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF TYLER, TEXAS

REGISTERED
\$ _____

WATER AND SEWER SYSTEM REVENUE BOND
NEW SERIES 2025

Bond Date:	Interest Rate:	Stated Maturity:	CUSIP NO.
June 1, 2025	_____	September 1, ____	_____

Registered Owner:

Principal Amount: DOLLARS

The City of Tyler, Texas, (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Smith, State of Texas, for value received, hereby promises to pay to the registered owner named above, or the registered assigns thereof, solely from the Net Revenues, as provided in the Ordinance, on the Stated Maturity date specified above or date of redemption, the Principal Amount stated above (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof from the interest payment date next preceding the "Registration Date" of this Bond appearing below (unless this Bond bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Bond is prior to the initial interest payment date in which case it shall bear interest from the date of initial delivery of the Bonds) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on March 1 and September 1 of each year commencing March 1, 2026, until maturity or prior redemption. Principal of this Bond shall be payable to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest shall be payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the fifteenth day of the month next preceding each interest payment date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts and shall be made by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register on the Record Date or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$_____ (herein referred to as the "Bonds") for the purpose of improving and extending the System (as hereinafter defined), including the acquisition of land therefor and to pay costs of issuance in conformity with the Constitution and laws of the State of Texas, including Chapter 1502, Texas Government Code, as amended, and an Ordinance adopted by the governing body of the City (herein referred to as the "Ordinance").

The Bonds maturing on the date referenced below (the "Term Bonds") are subject to mandatory redemption prior to maturity with funds on deposit in the Interest and Sinking Fund established and maintained for the payment thereof in the Ordinance, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the date of redemption, and without premium, on the dates and in the principal amounts shown below:

<u>Term Bonds Due September 1, 20</u>	
<u>Redemption Date</u>	<u>Principal Amount (\$)</u>
20__	
20__	
20__	
20__	
20__	
20__ *	
*maturity	

The particular Bonds to be redeemed on each such date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Bonds for a given maturity required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the City, by the principal amount of Term Bonds of like maturity which, at least fifty (50) days prior to a mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.

The Bonds maturing on and after September 1, 2035, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on September 1, 2034, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to the date fixed for any redemption of Bonds, the City shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of each Bond to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Bond (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such Bond (or the portion of its principal sum to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor; provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the principal amount of a Bond is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Bond is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Bond to an assignee of the registered owner within forty-five (45) days of the redemption date; provided, however, such

limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Bond redeemed in part.

With respect to any optional redemption of the Bonds, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The Bonds are special obligations of the City payable solely from and secured by a lien on and pledge of the Net Revenues (as defined in the Ordinance) of the City's combined water and sewer system (the "System"). The Bonds do not constitute a legal or equitable pledge, charge, lien or encumbrance upon any property of the City or the System, except with respect to the Net Revenues. The registered owner hereof shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation.

Subject to satisfying the terms and conditions prescribed therefor, the City has reserved the right to issue additional revenue obligations payable from and equally and ratably secured by a parity lien on and pledge of the Net Revenues, in the same manner and to the same extent as the Bonds.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the registered owner by his acceptance hereof hereby assents, for the definitions of terms; the description of and the nature and extent of the security for the Bonds; the properties constituting the System; the Net Revenues pledged to the payment of the principal of and interest on the Bonds; the nature and extent and manner of enforcement of the lien and pledge securing the payment of the Bonds; the terms and conditions for the issuance of additional revenue obligations; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the registered owner; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the liens, pledges, charges and covenants made therein may be discharged at or prior to the maturity or redemption of this Bond, and this Bond deemed to be no longer Outstanding thereunder; and, for other terms and provisions contained therein. Capitalized terms used herein have the same meanings assigned in the Ordinance.

This Bond, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, may treat the registered owner hereof whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal hereof at its Stated Maturity or upon its prior redemption, in whole

or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of non-payment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each registered owner appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited and represented and covenanted that the City is a duly organized and legally existing municipal corporation under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Bonds do not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by a pledge of the Net Revenues as aforestated. In case any provision in this Bond or any application thereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be duly executed under the official seal of the City as of the Bond Date.

CITY OF TYLER, TEXAS

Mayor

COUNTERSIGNED:

City Clerk

(City Seal)

C. Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Bond(s) only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§
OF PUBLIC ACCOUNTS	§

THE STATE OF TEXAS

§ REGISTER NO. _____
§

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

D. Form of Certificate of Paying Agent/Registrar to Appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered in the name of the registered owner shown above under the provisions of the within-mentioned Ordinance; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The offices of the Paying Agent/Registrar in Kansas City, Missouri is the Designated Payment/Transfer Office for this Bond.

UMB BANK, N.A.,
Dallas, Texas, as Paying Agent/Registrar

Registered this date:

By: _____
Authorized Officer

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee:) _____

(Social Security or other identifying number: _____
_____) the within Bond and all rights thereunder, and hereby
irrevocably constitutes and appoints _____

attorney to transfer the within Bond on the books kept for registration thereof, with full power of

substitution in the premises.

DATED: _____

Signature guaranteed: _____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

F. Form of Initial Bond(s).

The Initial Bond(s) shall be in the form set forth in paragraph B of this Section, except that the form of a single fully registered Initial Bond shall be modified as follows:

Heading and first paragraph shall be modified to read as follows:

REGISTERED
NO. T-1

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF TYLER, TEXAS
WATER AND SEWER SYSTEM REVENUE BONDS
NEW SERIES 2025

Bond Date: June 1, 2025

Registered Owner: _____

Principal Amount: _____ MILLION _____ HUNDRED _____ THOUSAND DOLLARS

The City of Tyler (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Smith, State of Texas, for value received, hereby promises to pay to the registered owner named above, or the registered assigns thereof, solely from the revenues hereinafter identified, on September 1 in each of the years and in principal amounts and bearing interest at per annum interest rates in accordance with the following schedule:

<u>YEAR</u>	<u>PRINCIPAL AMOUNTS (\$)</u>	<u>INTEREST RATES (%)</u>
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(Information to be inserted from schedule in Section 2 hereof).

(or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid Principal Amount hereof from the initial date of delivery of the Bonds at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on March 1 and September 1 of each year, commencing March 1, 2026, until maturity or prior redemption. Principal of this Bond shall be payable to the registered owner hereof, upon presentation and surrender to UMB Bank, N.A., Dallas, Texas (the "Paying Agent/Registrar"), at its designated offices, initially in Kansas City, Missouri, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest shall be payable to the registered owner of this

Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the fifteenth (15th) day of the month next preceding each interest payment date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register on the Record Date or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

Section 10. Definitions. For purposes of this Ordinance and in particular for clarity with respect to the issuance of the Bonds herein authorized and the pledge and appropriation of revenues therefor, the following definitions are provided:

(a) The term "Additional Bonds" shall mean the additional parity revenue obligations which the City reserves the right to issue in this Ordinance.

(b) The term "Bonds" shall mean the water and sewer system revenue bonds authorized by this Ordinance and designated as "City of Tyler, Texas, Water and Sewer System Revenue Bonds, New Series 2025."

(c) The term "Bonds Similarly Secured" means the Bonds, the Previously Issued Bonds and Additional Bonds.

(d) The term "Fiscal Year" shall mean the twelve months' period ending September 30 of each year, unless otherwise designated by the City.

(e) The term "Net Revenues" shall mean the gross revenues of the System less the expense of operation and maintenance, all salaries, labor, materials, repairs, and extensions necessary to render efficient service, provided, however, that only such expenses for repairs and extensions as in the judgment of the City, reasonably and fairly exercised, are necessary to keep the System in operation and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition that would otherwise impair any obligations payable from the net revenues of the System, shall be deducted in determining "Net Revenues." Contractual payments for the purchase of water or the treatment of sewage shall be a maintenance and operating expense of the System to the extent provided in any contract therefor and as may be authorized by law. Depreciation shall never be considered as an expense of operation and maintenance.

(f) The term "Ordinance" means this Ordinance under which the Bonds are authorized.

(g) The terms “Outstanding” and “outstanding”, when used in this Ordinance with respect to Bonds, Previously Issued Bonds or Additional Bonds means, as of the date of determination, all bonds theretofore issued and delivered, except:

(1) those bonds theretofore canceled by the paying agent/registrar or delivered to the paying agent/registrar for cancellation;

(2) those bonds for which payment has been duly provided by the City of the irrevocable deposit with the paying agent/registrar, or an authorized escrow agent, of money, or government securities, or both, in the amount necessary to fully pay the principal of, premium, if any, and interest thereon to maturity or redemption, as the case may be, provided that, if such bonds are to be redeemed, notice of redemption thereof shall have been duly given pursuant to the ordinance authorizing such bonds or irrevocably provided to be given to the satisfaction of the paying agent/registrar, or waived;

(3) those bonds that have been mutilated, destroyed, lost or stolen and replacement bonds have been registered and delivered in lieu thereof as provided in the ordinance authorizing such bonds.

(h) The term “Previously Issued Bonds” means bonds issued on a parity with the Bonds and Additional Bonds, including the Outstanding (1) “City of Tyler, Texas, Water and Sewer System Revenue Refunding Bonds, New Series 2012,” (2) “City of Tyler, Texas, Water and Sewer System Revenue Refunding and Improvement Bonds, New Series 2015A,” (3) “City of Tyler, Texas, Water and Sewer System Refunding Bonds, New Series 2015B,” (4) “City of Tyler, Texas, Water and Sewer System Refunding Bonds, New Series 2017A,” (5) “City of Tyler, Texas, Water and Sewer System Refunding Bonds, New Series 2017B,” (6) “City of Tyler, Texas, Water and Sewer System Revenue Bonds, New Series 2018A,” (7) “City of Tyler, Texas, Water and Sewer System Revenue Refunding Bonds, New Series 2018B,” (8) “City of Tyler, Texas, Water and Sewer System Revenue Bonds, New Series 2019,” (9) “City of Tyler, Texas, Water and Sewer System Revenue Refunding Bonds, New Series 2020,” (10) “City of Tyler, Texas, Water and Sewer System Revenue Bonds, New Series 2021,” (11) “City of Tyler, Texas, Water and Sewer System Revenue Bonds, New Series 2022” and (12) “City of Tyler, Texas, Water and Sewer System Revenue Bonds, New Series 2023.”

(i) The term “System” shall mean the City’s combined Water and Sewer System, including all present and future additions, extensions, replacements, and improvements thereto.

Section 11. Pledge of Revenues. That the City hereby covenants and agrees that, under the terms and conditions of the ordinances and proceedings pertaining to their authorization, the Net Revenues of the System, with the exception of those in excess of the amounts required for the payment and security of the Bonds Similarly Secured, are hereby irrevocably pledged to the payment and security of the Bonds Similarly Secured, including the establishment and maintenance of the special funds created and established for the payment and security thereof, all as hereinafter provided, and it is hereby ordained that the Bonds Similarly Secured, and the interest thereon, shall constitute a lien on the Net Revenues of the System and be valid and binding without any filing or recording except for the filing of this Ordinance in the records of the City.

Texas Government Code, Chapter 1208, as amended, applies to the issuance of the Bonds and the pledge of the revenues granted by the City under this Section of this Ordinance, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are Outstanding and unpaid such that the pledge of the revenues granted by the City under this Section of this Ordinance is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the Holders of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 12. Rates and Charges. For the benefit of the original purchasers as well as the ultimate owners of the Bonds and the Bonds Similarly Secured, and, in addition to all provisions and covenants in the laws of the State of Texas and in this Ordinance, it is expressly stipulated that the City shall, at all times while any of the Bonds Similarly Secured are Outstanding and unpaid, maintain rates and collect charges for the facilities and services afforded by the System, as required by Texas Government Code, Section 1502.057, as amended, which will provide revenues sufficient at all times to:

(a) Pay for all operation, maintenance, depreciation, replacement, and betterment charges of said System;

(b) Produce Net Revenues each year in an amount reasonably estimated to be not less than the greater of (i) 1.10 times the average annual principal and interest requirements of the Bonds Similarly Secured Outstanding, or (ii) 1.10 times the annual principal and interest requirements of the Bonds Similarly Secured scheduled to come due and mature in each year; and

(c) Pay all other outstanding indebtedness against said System as and when the same becomes due.

Section 13. Revenue Fund. The City again covenants that it will deposit, as collected, all revenues of every nature derived from the operation of the System into a separate account known as the "City of Tyler, Texas, Water and Sewer System Revenue Fund" (herein called the "Revenue Fund") heretofore established which shall be kept separate and apart from all other funds of the City, and, further, that said Revenue Fund shall be pledged and appropriated to the following uses and in the order of precedence shown:

First: To the payment of all necessary and reasonable maintenance and operation expenses of the System as said expenses are defined by law;

Second: To the payment, equally and ratably, of the amounts required to be deposited in the Interest and Sinking Fund created and established for the payment of principal of and interest on the Bonds Similarly Secured as the same becomes due and payable;

Third: To the payment of any other indebtedness payable from and secured, in whole or in part, by a lien on and claim against the Net Revenues of the System; and

Fourth: Any Net Revenues remaining in the Revenue Fund after satisfying the foregoing payments, or making adequate and sufficient provisions for the

payment thereof, may be appropriated and used for any other purpose now or hereafter permitted by law.

Section 14. Interest and Sinking Fund. The following provisions shall govern the establishment, maintenance and use of the "City of Tyler, Texas, New Series Water and Sewer System Interest and Sinking Fund" (the "Interest and Sinking Fund"). The City covenants that from the funds in the Revenue Fund, the City shall pay into the Interest and Sinking Fund during each year in which any of the Bonds Similarly Secured are outstanding, an amount equal to one hundred percent (100%) of the amount required to meet the principal and interest payments falling due on or before the next interest payment, maturity or redemption date of the Bonds Similarly Secured, such payments to be made in substantially equal monthly installments. If the revenues of the System in any month, after deductions for maintenance and operation expenses, are then insufficient to make the required payments into the Interest and Sinking Fund, then the amount of any deficiency in the payment shall be added to the amount otherwise required to be paid into the Interest and Sinking Fund in the next month. All moneys paid into the Interest and Sinking Fund shall be deposited in a City depository bank, and the Mayor, Mayor Pro Tem, City Manager, Chief Financial Officer or City Clerk, any one or more of said officials of the City, shall cause the depository bank, not later than any principal or interest payment date, to transfer the amount then to become due to the paying agent. Said moneys not invested shall be continuously secured by a valid pledge to the City of direct obligations of the United States of America having an aggregate market value, exclusive of accrued interest, at all times at least equal to such Interest and Sinking Fund.

Section 15. Investment of Certain Funds. The Interest and Sinking Fund may be invested in investments authorized by the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, and the City's investment policy. All moneys resulting from the investment of said fund shall be transferred to the Revenue Fund as received.

Section 16. Further Covenants. The City further covenants and agrees by and through this Ordinance as follows:

(a) That the Bonds shall be special obligations of the City, and the registered owners thereof shall never have the right to demand payment out of any funds raised or to be raised by taxation.

(b) That it has the lawful power to pledge the revenues supporting the Bonds and has lawfully exercised said power under the Constitution and laws of the State of Texas, and that the Bonds issued under this Ordinance shall be ratably secured in such manner that no one Bond shall have preference over any other Bond or Bonds or Bonds Similarly Secured.

(c) That other than for the payment of the Previously Issued Bonds and the Bonds, the Net Revenues have not been in any manner pledged to the payment of any debt or obligation of the City or the System, other than debt or obligations which have a lien on or pledge of the Net Revenues subordinate to the lien on and pledge of such Net Revenues to the Bonds Similarly Secured.

Section 17. Issuance of Additional Bonds.

(a) That, in addition to the right to issue bonds of inferior lien as authorized by law, the City reserves the right to issue Additional Bonds, for the purpose of improving, extending, equipping and repairing the System and for the purpose of refunding in any lawful manner, any

part or all of the Bonds Similarly Secured or other obligations of the City eligible to be refunded under the laws of the State of Texas as such laws now or hereafter may exist. The Additional Bonds shall be secured by and payable from a lien on and pledge of the Net Revenues in the same manner and to the same extent as any then Outstanding Bonds Similarly Secured, and the Additional Bonds then proposed to be issued shall in all respects be on a parity and of equal dignity as to lien and right. Additional Bonds may be issued in one or more installments; provided, however, that none of the Additional Bonds shall be issued unless and until the following conditions have been met, to wit:

- (i) The City is not then in default as to any covenant, condition, or obligation contained in this Ordinance or the ordinances authorizing the issuance of the Bonds Similarly Secured.
- (ii) Each of the special funds created for the payment and security of the Bonds Similarly Secured contains the amount of money then required to be on deposit therein.
- (iii) The City has secured from a certified public accountant a certificate or opinion showing that the Net Earnings of the System for either the completed Fiscal Year next preceding the date of the Additional Bonds or a consecutive twelve month period out of the last fifteen (15) months next preceding the date of the Additional Bonds is equal to at least 1.25 times the average annual principal and interest requirements (calculated on a Fiscal Year basis at the time of the issuance of the Additional Bonds) of all Outstanding Bonds Similarly Secured that will be Outstanding after the issuance of the proposed Additional Bonds. However, (A) should the certificate of the accountant certify that the Net Earnings of the System for the period covered thereby were less than required above, and (B) a change in the rates and charges for services afforded by the System became effective at least 60 days prior to the last day of the period covered by the accountant's certificate, and (C) an independent engineer or engineering firm having a national reputation with respect to such matters will certify that, had such change in rates and charges been effective for the entire period covered by the accountant's certificate, the Net Earnings covered by the accountant's certificate would have been, in his or their opinion, equal to at least 1.25 times the average annual principal and interest requirements (calculated on a Fiscal Year basis) of the Outstanding Bonds Similarly Secured after giving effect to the issuance of the Bonds, and Additional Bonds, then, in such event, the coverage specified in the first sentence of this paragraph (iii) shall not be required for the period specified, and such accountant's certificate will be sufficient if accompanied by an engineer's certificate to the above effect.
- (iv) The ordinance authorizing the Additional Bonds requires that deposits shall be made into the Interest and Sinking Fund in amounts adequate to pay the principal and interest requirements of the Additional Bonds as the same become due.
- (v) The Additional Bonds are made to mature on March 1 or September 1 (or both) of each of the years in which they are scheduled to mature or become due.

(b) The term "Net Earnings," as used in this Ordinance shall mean all income, revenues, and receipts derived from the operation or by reason of the ownership of the System, including grants, gifts, contributions in aid of construction (but excluding meter deposits), interest earned on invested moneys in the special funds created therein for the payment and security of

Bonds Similarly Secured, after deduction of maintenance and operation expenses but not deducting depreciation, and other expenditures which, under standard accounting practice, should be classified as capital expenditures.

(c) Wherever, in this Ordinance, the City reserves the right to issue Additional Bonds, such term shall also include, mean and refer to any other forms or types of obligations, whether now existing or hereafter authorized, which may be made lawfully payable from and secured by the Net Revenues.

Section 18. Obligations of Inferior Lien and Pledge. The City will not hereafter create or issue evidences of indebtedness for any purpose possessing a lien on the Net Revenues of the System superior to that to be possessed by the Bonds Similarly Secured. The City, however, retains the right to create and issue evidences of indebtedness whose lien on the Net Revenues of the System shall be subordinate to that possessed by the Bonds Similarly Secured.

Section 19. Maintenance and Operation - Insurance. The City shall maintain the System in good condition and operate the same in an efficient manner and at reasonable cost. So long as any Bonds are outstanding, the City agrees to maintain insurance for the benefit of the holder or holders thereof on the System of a kind, including but not limited to self-insurance to the extent and in the manner deemed advisable by the City, and in an amount which usually would be carried by private companies engaged in a similar type of business. Nothing in this Ordinance shall be construed as requiring the City to expend any funds derived from sources other than the operation of the System, but nothing therein shall be construed as preventing the City from doing so.

Section 20. Records - Accounts - Accounting Reports. The City covenants and agrees that so long as any Bonds, or any interest thereon, remain outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts pertaining to the operation of its System separate and apart from all other records and accounts; complete and correct entries shall be made of all transactions relating to the System, in accordance with generally accepted accounting principles except as provided by Texas Government Code, Chapter 1502, as amended; and registered owners shall have the right at all reasonable times to inspect all such records, accounts and data relating thereto, and to inspect the System and all properties comprising same. The City further agrees that following the close of each Fiscal Year, it will cause an audit of such books and accounts to be made by an independent firm of certified public accountants of national reputation. Each such audit, in addition to whatever other matters may be thought proper by the accountant, shall particularly include the following:

(a) A detailed statement of the income and expenditures of the System for such Fiscal Year.

(b) A balance sheet as of the end of such Fiscal Year.

(c) The accountant's comments regarding the manner in which the City has carried out the requirements of this Ordinance and his recommendations for any changes or improvements in the operation, records and accounts of the System.

Expenses incurred in making the audits referred to hereinabove are to be regarded as maintenance and operation expenses and paid as such. Copies of the aforesaid annual audit shall be immediately furnished, upon request, to the original purchaser or any subsequent owner of the Bonds.

Section 21. Excess Revenues. As provided in Section 13 hereof, all revenues in excess of those required to establish and maintain the Interest and Sinking Fund as required, may be used for any proper City purpose now or heretofore permitted by law.

Section 22. Security of Funds. All funds for which provision is made by the Ordinance shall be secured in the manner and to the fullest extent permitted by law for the security of public funds and the funds created by the Ordinance shall be used only for the purposes therein specified.

Section 23. Remedy in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in payments to be made to the Interest and Sinking Fund as required by this Ordinance, or (b) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance, registered owner or owners of any of the Bonds shall be entitled to a writ of mandamus issued by a court of proper jurisdiction, compelling and requiring the City and its officers to observe and perform any covenant, condition or obligation prescribed in this Ordinance. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

The specific remedy provided shall be cumulative of all other existing remedies and the specification of such remedy shall not be deemed to be exclusive.

Section 24. Bonds are Special Obligations. The Bonds are and shall be special obligations of the City payable from the pledged Net Revenues, and the holder or holders thereof shall never have the right to demand payment of the Bonds out of funds raised or to be raised by taxation.

Section 25. Bonds are Negotiable Instruments. Each of the Bonds authorized shall be deemed and construed to be a "Security" and as such a negotiable instrument within the meaning of Chapter 8 of the Texas Business and Commerce Code, as amended.

Section 26. Competition - Sale of System. So far as it legally may, the City covenants and agrees, for the protection and security of the Bonds, and the registered owner or owners thereof from time to time, that it will not grant a franchise for the operation of any competing system in the City until all Bonds shall have been retired. Neither the System, nor a substantial part thereof, shall be sold while the Bonds are outstanding, but nothing in this Ordinance shall prevent the sale or disposal of properties constituting a part of the System which are no longer useful in connection with the operation thereof.

Section 27. Satisfaction of Obligation of the City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance, then the pledge of revenues under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust

by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting or consulting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Bonds such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. The provisions of this paragraph are subject to the applicable unclaimed property law of the State of Texas.

The term "Government Securities," as used herein, means (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Bonds under the then applicable laws of the State of Texas.

Section 28. Ordinance to Constitute Contract - Amendment. This Ordinance shall constitute a contract with the Holder of any Bond from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Bond remains Outstanding except as permitted in this Section and in Section 45 hereof. The City, may, without the consent of or notice to any Holders of Bonds, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders of any Bond, including the curing of any ambiguity, inconsistency or formal defect or omission herein. In addition, the City may, with the written consent of the Holders of Bonds owning a majority in aggregate principal amount of the Bonds then Outstanding affected thereby, amend, add to or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition or rescission shall (a) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the

redemption price therefor or the rate of interest thereon or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (b) give any preference to any Bond over any other Bond or (c) reduce the aggregate principal amount of Bonds required for consent to any such amendment, addition or rescission.

Section 29. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

“*Closing Date*” means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

“*Code*” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“*Computation Date*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Gross Proceeds*” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

“*Investment*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Nonpurpose Investment*” means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

“*Rebate Amount*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Regulations*” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“Yield” of

(1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and

(2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds)

in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action

which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Bonds by the Purchaser and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of the Interest and Sinking Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager and Chief Financial Officer, either or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

Section 30. Damaged, Mutilated, Lost, Stolen, or Destroyed Bonds.

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new bond of the same principal amount, Stated Maturity, and interest rate, as the damaged, mutilated, lost, stolen or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen or destroyed Bonds shall be made to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the applicant for a replacement bond shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the applicant shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every cause of damage or mutilation of a Bond, the applicant shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of or interest on the Bond, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing replacement bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Chapter 1201, Texas Government Code, as amended, this Section of the Ordinance shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing

body of the City or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such bonds in the form and manner and with the effect, as provided in the Ordinance for Bonds issued in conversion and exchange for other Bonds.

Section 31. Sale of Bonds - Official Statement. Pursuant to a public sale for the Bonds, the bid submitted by _____ (herein referred to as the "Purchaser") is declared to be the best bid received producing the lowest true interest cost rate to the City, and the sale of the Bonds to said Purchaser at the price of \$_____, representing approximately _____% of par, is hereby determined to be in the best interests of the City and is approved and confirmed. Delivery of the Bonds to the Purchaser shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale.

Furthermore, the Preliminary Official Statement and the Official Notice of Sale prepared in connection with the public offering and sale of the Bonds is hereby ratified, confirmed and approved in all respects. The final Official Statement reflecting the terms of the sale of the Bonds, together with all addenda, supplements and amendments thereto issued on behalf of the City, is hereby approved as to form and content, and the City Council hereby finds that the information and data contained in said Official Statement, dated June 11, 2025, pertaining to the City and its financial affairs is true and correct in all material respects and no material facts have been omitted which are necessary to make the statements contained in the Official Statement, in light of the circumstances under which they were made, not misleading. The use of such Official Statement in the reoffering of the Bonds by the Purchaser is hereby approved and authorized.

Section 32. Control and Custody of Bonds. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Bonds, and shall take and have charge and control of the Initial Bond(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts, and the delivery thereof to the Purchaser.

Furthermore, the Mayor, City Manager, City Clerk and Chief Financial Officer, any one or more of said officials, are hereby authorized and directed to furnish and execute such documents relating to the City and its financial affairs as may be necessary for the issuance of the Bonds, the approval of the Attorney General, and the registration by the Comptroller of Public Accounts and, together with the City's financial advisor, bond counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond(s) to the Purchaser and the initial exchange thereof for definitive Bonds.

Section 33. Reserved.

Section 34. Reserved.

Section 35. Proceeds of Sale. Immediately following the delivery of the Bonds, the proceeds of sale (less those proceeds of sale designated to pay costs of issuance and additional proceeds being deposited to the Interest and Sinking Fund) shall be deposited in a construction fund maintained at the City's depository bank. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, including specifically guaranteed investment contracts permitted in Section 2256.015, et seq, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in

the Interest and Sinking Fund as shall be determined by the City Council. The proceeds of sale of the Bonds not so deposited in the construction fund shall be disbursed for payment of costs of issuance, or deposited in the Interest and Sinking Fund for the Bonds. All surplus proceeds of sale of the Bonds, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Interest and Sinking Fund.

Section 36. Notices to Holders - Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given; and, such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 37. Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Bonds held by the Paying Agent/Registrar shall be disposed of as directed by the City.

Section 38. Legal Opinion. That the Purchaser's obligation to accept delivery of the Bonds herein authorized is subject to their being furnished a final legal opinion of Norton Rose Fulbright US LLP, Attorneys, Dallas, Texas, approving such Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment of such Bonds. A true and correct reproduction of said opinion or an executed counterpart thereof shall accompany the global Bonds deposited with DTC or a reproduction thereof shall be printed on the definitive Bonds in the event the book-entry-only system shall be discontinued. The City Council confirms the continuation of the engagement of Norton Rose Fulbright US LLP as the City's bond counsel.

Section 39. CUSIP Numbers. CUSIP numbers may be printed on the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 40. Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

Section 41. Inconsistent Provisions. All ordinances, orders, or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 42. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 43. Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 44. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

Section 45. Continuing Disclosure Undertaking.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

“SEC” means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year ending in 2025, financial information and operating data with respect to the City of the general type included in the final Official Statement under Tables numbered 1 through 10, and (2) within twelve months after the end of each fiscal year ending in or after 2025, and if not provided as part of such financial information and operating data, audited financial statements of the City. Any financial statements so provided shall be prepared in accordance with the accounting principles described in Appendix B of the Official Statement, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation. If audited financial statements are not available within twelve months after the end of any fiscal year, the City will provide unaudited financial statements by the required time, and audited financial statements when and if such audited financial statements become available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Notice of Certain Events. The City shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar

terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding item (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City and (b) the City intends the words used in the immediately preceding items (15) and (16) in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by this Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices, and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice required by subsection (c) hereof of any Bond calls and defeasance that cause the City to be no longer such an “obligated person”.

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON,

IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 46. Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Chief Financial Officer and City Clerk are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance, sale and delivery of the Bonds. In addition, prior to the delivery of the Bonds, the Mayor, Mayor Pro Tem, City Manager, Chief Financial Officer or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect, or omission in the Ordinance or such other document, or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 47. Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application

thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 48. Incorporation of Reservations, Findings, and Determinations. The reservations, findings and determinations set forth in the preambles of this Ordinance are hereby incorporated herein as if fully set forth in the body of this Ordinance and are adopted as official reservations, findings and determinations.

Section 49. Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

Section 50. Effective Date. That this Ordinance shall take effect and be in force from and after its passage and approval, in accordance with the provisions of Section 1201.028, Texas Government Code, as amended.

[The remainder of this page is left blank intentionally.]

PASSED, APPROVED AND EFFECTIVE this June 11, 2025.

CITY OF TYLER, TEXAS

Mayor

ATTEST:

City Clerk

APPROVED:

City Attorney

(City Seal)

EXHIBIT A

FORM OF PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of June 11, 2025 (this “Agreement”), by and between UMB Bank, N.A., a national association duly organized and existing under the laws of the United States of America, or its successors (the “Bank”) and the City of Tyler, Texas (the “Issuer”).

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its “City of Tyler, Texas Water and Sewer System Revenue Bonds, New Series 2025” (the “Securities”), dated June 1, 2025, such Securities scheduled to be delivered to the initial purchasers thereof on or about July 9, 2025; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the “Authorizing Document” (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Authorizing Document.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02 Compensation. As compensation for the Bank’s services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto; provided however, notwithstanding anything herein or in Annex A to the contrary, the aggregate value of this agreement shall be less than the dollar limitation set forth in Sections 2271.002(a)(2), 2274.002(a)(2) and 2276.002(a)(2) of the Texas Government Code, as amended.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of

the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO DEFINITIONS

Section 2.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

“Acceleration Date” on any Security means the date, if any, on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

“Authorizing Document” means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

“Bank Office” means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

“Holder” and “Security Holder” each means the Person in whose name a Security is registered in the Security Register.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

“Redemption Date”, when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

“Responsible Officer”, when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any

other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Security Register” means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

“Stated Maturity” means the date specified in the Authorizing Document the principal of a Security is scheduled to be due and payable.

Section 2.02 Other Definitions. The terms “Bank,” “Issuer,” and “Securities (Security)” have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE PAYING AGENT

Section 3.01 Duties of Paying Agent. As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

UMB Bank, N.A.
928 Grand Blvd., 4th Floor
Kansas City, MO 64106
Attention: Corporate Trust Operations

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder’s risk and expense.

Section 3.02 Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Authorizing Document.

ARTICLE FOUR REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the “Security Register”) for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other

information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. The Bank represents and warrants that it will at all times have immediate access to the Security Register by electronic or other means and will be capable at all times of producing a hard copy of the Security Register for use by the Issuer. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, such written instrument to be in a form satisfactory to the Bank and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02 Securities. The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03 Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05 Return of Cancelled Securities. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06 Mutilated, Destroyed, Lost or Stolen Securities. The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such mutilated, destroyed, lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, destroyed, lost or stolen.

Section 4.07 Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE THE BANK

Section 5.01 Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02 Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality

of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, Issuer's financial advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.03 Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04 May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization. A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

Section 5.06 Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08 DTC Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for “Depository Trust Company” services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the “Operational Arrangements”, which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

ARTICLE SIX MISCELLANEOUS PROVISIONS

Section 6.01 Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page(s) hereof.

Section 6.04 Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05 Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06 Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07 Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

Section 6.08 Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.09 Entire Agreement. This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

Section 6.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.11 Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five hereof shall survive and remain in full force and effect following the termination of this Agreement.

Notwithstanding anything contained herein, the representations and covenants contained in Section 6.12 hereof shall survive the termination of this Agreement until the statute of limitations has run.

Section 6.12 Iran, Sudan or Foreign Terrorist Organizations. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other

affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on the following page of such officer's internet website:

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 6.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[Remainder of page left blank intentionally.]

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

UMB BANK, N.A.

By: _____

Title: _____

Address: 5910 North Central Expressway, Suite 1900
Dallas, Texas 75206

CITY OF TYLER, TEXAS

By: _____
Mayor

Address: 212 N. Bonner
Tyler, Texas 75702

ANNEX A



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. C-A-1

Date: June 11, 2025

Subject: Request that the City Council consider adopting the updated Title VI policy for the Tyler Transit System that will assist Tyler Transit in maintaining compliance with all Federal and Federal Transit Administration (FTA) standards and recommendations.

Item Reference:

The Tyler Transit System has updated the Title VI policy in accordance with the latest FTA (Federal Transit Administration) regulations and guidelines. The last revision occurred on May 13, 2025. Tyler Transit worked with Tyler Area Metropolitan Planning Organization to update the plan. Updates made are detailed in full in the attachments. Updates were in the following categories:

1. Title VI Limited English Proficiency (LEP) Four Factor Analysis and Implementation Plan
2. Transit Service Guidelines

Updates to "Title VI Limited English Proficiency (LEP) Four Factor Analysis and Implementation Plan and Transit Service Guidelines" were done to comply with Federal standards. These sections are updated every three years to ensure that demographic information is accurate.

These edits and changes will assist Tyler Transit in maintaining compliance with all Federal and FTA standards and recommendations.

RECOMMENDATION:

Request that the City Council consider adopting the updated Title VI policy for the Tyler Transit System that will assist Tyler Transit in maintaining compliance with all Federal and Federal Transit Administration (FTA) standards and recommendations.

Attachments:

[Title VI LEP and PPP](#)

Drafted/Recommended By:

Department Leader Jake Hooter - Assistant Transit Manager

Edited/Submitted By:

City Manager



Title VI Policy & Limited English Proficiency (LEP) Four Factor Analysis and Implementation Plan

**Transit Title VI Coordinator
Jake Hooter, Assistant Transit Manager
210 East Oakwood Tyler, Texas 75702
(903) 533-8057**

March 25, 2020 (City of Tyler adoption)
Revised May 13, 2025

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Notification to the Public of Rights under Title VI

City of Tyler Transit

City of Tyler Transit operates its programs and services without regard to race, color, national origin in accordance with Title VI of the Civil Rights Act. Any person who believes he or she has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with City of Tyler Transit.

For more information on the City of Tyler Transit Title VI Program, or to file a complaint, call 903-533-8057, visit our office at 210 East Oakwood St, Tyler, Texas 75702, or our website: www.tylerbus.com.

A complainant may file a complaint directly with the Federal Transit Administration at: FTA Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20590. A complaint may also be filed with TxDOT at: Texas Department of Transportation, Attn: TxDOT-PTN, 125 E. 11th Street, Austin, TX 78701-2483.

Title VI information is displayed on the City of Tyler Transit website, posted in public areas of City of Tyler Transit offices including reception and meeting rooms, and on City of Tyler Transit vehicles.

Jake Hooter, Title VI Coordinator

May 13, 2025

Date

Notificación al Público de los Derechos bajo Título VI

City of Tyler Transit

City of Tyler Transit opera sus programas y servicios, sin distinción de raza, color o origen nacional de conformidad con el Título VI de la Ley de Derechos Civiles. Cualquier persona que cree que el o ella ha sido agraviada por cualquier práctica discriminatoria ilegal bajo el Título VI puede presentar una queja con East Texas Council of Governments.

Para obtener más información sobre la Programa VI de City of Tyler Transit, o para presentar una queja, llame al 903-533-8057, visite nuestra oficina en 210 East Oakwood Street, Tyler Texas 75702, o visite nuestra página web: www.tylerbus.com. Si se necesita información en otra idioma, llame al 903-595-7236.

Un demandante puede presentar una queja directamente con alguno de los siguiente agencias: Administración Federal de Tránsito: FTA Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20590 o: Departamento de Transporte de Texas: Attn: TxDOT-PTN, 125 E. 11th Street, Austin, TX 78701-2483.

Aviso Título VI se muestra en la pagina web de CITY OF TYLER, esta publicada en las zonas comunes de las oficinas de City of Tyler Transit; incluyendo las áreas de recepción, reuniones y en los vehículos de transporte de City of Tyler Transit.

Jake Hooter, Title VI Coordinator

May 13, 2025
Date

Description of Service

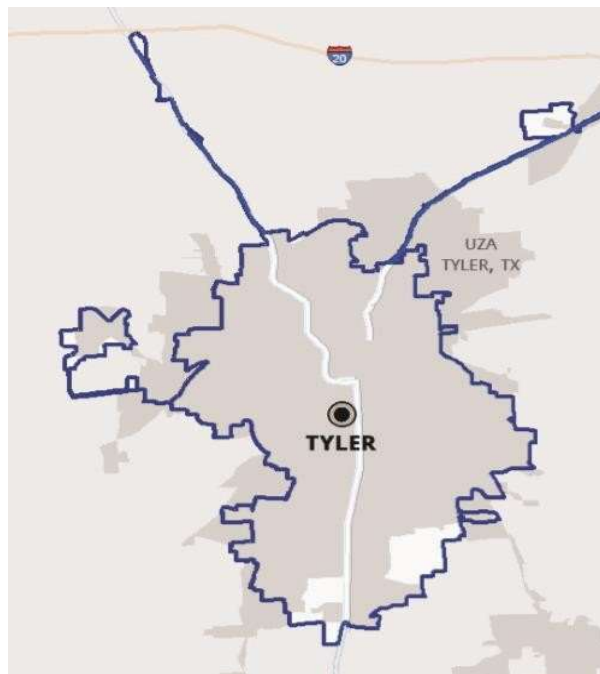
The City of Tyler serves as an urban transit district (UTD) for the Tyler urbanized area (UZA) under Texas Transportation Code Chapter 458, and therefore receives local, state, and federal funding. Tyler Transit is a public transit provider in the UTD, providing fixed-route bus service, ADA paratransit service within the city limit of Tyler. The service area entirely falls into Smith County, covering 74% of population and 58.1% of land area of the Tyler UZA.

Tyler Transit is a department of the City of Tyler and is governed by the City Council. The Tyler City Council is composed of a Mayor elected at-large and six single member district Council members who represent the citizen of the City of Tyler; the agency does not have a non-elected transit-related committee of council.

City of Tyler Transit's primary purpose is to make plans to guide the future development of the transit system and to provide joint services to serve its community and surrounding areas.

Tyler Transit has 33 employees, which is comprised of drivers, dispatchers, and management staff. City of Tyler Transit operates 24 service vehicles, with at least 15 on the road each day, providing approximately 15,000 trips a month to jobs, medical appointments, social events, and shopping to include other destinations. The Tyler Transit mobility impaired service offers curb-to-curb paratransit transportation service to qualified individuals anywhere within the City of Tyler. Tyler Transit provides safe, reliable and friendly service Monday through Friday from 6:00 a.m. to 8:00 p.m. and Saturday from 9:00 a.m. to 6:00 p.m.

Service Area Map



Tyler Transit Organization Chart

Tyler Transit Organizational Chart



Complaint Procedure

Any person who believes he or she has been discriminated against on the basis of race, color or national origin by City of Tyler Transit may file a Title VI complaint by completing and submitting the Title VI complaint form by mail or in person to 210 East Oakwood St, Tyler, Texas 75702. Complaint forms are available online at www.tylerbus.com or at the City of Tyler Transit office at 210 East Oakwood St, Tyler, Texas 75702. City of Tyler Transit investigates complaints received no more than 180 days after an alleged incident. City of Tyler Transit will process complaints that are complete, in a reasonable amount of time.

Once a complaint is received, City of Tyler Transit will review it to determine if our office has jurisdiction in the matter. The complainant will receive an acknowledgment letter within 10 business days informing complainant whether the complaint will be investigated by City of Tyler Transit. City of Tyler Transit will notify its TxDOT Public Transportation Coordinator within 10 working days, by email, of any Title VI complaints filed with it.

City of Tyler Transit has 30 days to investigate the complaint. If more information is needed to resolve the matter, City of Tyler Transit will contact the complainant. The complainant has 20 business days from the date of the letter, to send requested information to the City of Tyler Transit Title VI investigator. If the investigator is not contacted by complainant or does not receive the request for additional information within the 20 business day requirement, City of Tyler Transit can administratively close the case. A case can also be closed if the complainant indicates that they no longer wish to pursue their case.

After the investigator completes the review of all findings, they shall issue one of two letters to the complainant: A closure letter or letter of findings. The closure letter summarizes the allegations and states that there was not a Title VI violation and the case will be closed.

A letter of findings summarizes the allegations and all interviews regarding the alleged incident, and explains whether any disciplinary action, training of staff or other action will occur. A complainant shall have 20 days from date received, to appeal the decision.

Tyler Transit will keep a record and track all Transit-Related Title VI complaints, investigations and lawsuits by utilizing the form on page 11 of this policy titled "Record of Transit-Related Title VI following the process above.

A person also may file a complaint directly with the Federal Transit Administration at:

FTA office of Civil Rights
1200 New Jersey Ave. SE.,
Washington, D.C. 20590.

or with

Texas Department of Transportation
ATTN: TxDOT- PTN
125 E. 11th Street Austin, TX 78701-
2483

Tyler Transit Civil Rights Complaint Form 1 of 3 (English)

Tyler Transit Civil Rights Complaint Form (Page 1 of 3)

Tyler Transit is committed to ensuring that we properly implement several civil rights laws and programs, including Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990 (ADA), the Disadvantaged Business Enterprise (DBE) program, and the External Equal Employment Opportunity (EEO) program. Complaints must be filed within 180 days from the date of the alleged incident.

The following information is necessary to assist us in processing your complaint. If you require any assistance in completing this form, or if you would like to make a verbal complaint, please contact the Tyler Transit office at (903) 533-8057.

Section I				
Name:				
Address:				
Telephone (Home):			Telephone (Work):	
E-Mail Address:				
Accessible Format Requirements:	Large Print	TDD	Audio Tape	Other: _____
Section II				
I believe that I have been (or someone else has been) discriminated against on the basis of:	Disability	Race / Color / National Origin	Not Applicable	
	Other (specify):			
I believe that Tyler Transit has failed to comply with the following program requirements:	Disadvantaged Business Enterprise	External Equal Employment Opportunity	Not Applicable	
	Other (specify):			
Section III				
Are you filing this complaint on your own behalf?	Yes*		No	
	*If you answered "yes" to this question, go to Section IV			
If not, please supply the name and relationship of the person for whom you are complaining:				
Please explain why you have filed for a third party:				
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.	Yes		No	
Section IV				
Date of alleged discriminatory action (Month, Day, Year):				
Location of alleged discriminatory action:				
Names of individuals responsible for the discriminatory action:				

NOTICE: If information is needed in another language, contact 903.533.8057

AVISO: Si necesita informaci3n en otro idioma, comuniquese al 903.533.8057

Tyler Transit Civil Rights Complaint Form 2 of 3 (English)

Tyler Transit Civil Rights Complaint Form (Page 2 of 3)

Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. You should include specific details such as names, times, route numbers, and any other information that would assist us in our investigation of your allegations. Please also provide any other documentation that is relevant to this complaint, including any related correspondence from your transit provider. Attach additional pages, if necessary.

Names of persons (whitnesses, fellow employees, supervisors, or others) whom we may contact for additional information to support or clarify your complaint: (Attach additional pages, if necessary)

Name:	Address:	Telephone:
1.		
2.		
3.		
4.		

Briefly explain what remedy, or action, you are seeking for the alleged discrimination.

Section V

Have you previosly filed a Civil Rights complaint with this agency?

Yes

No

Date of prior complaint (Month, Day, Year):

Tyler Transit Civil Rights Complaint Form 3 of 3 (English)

Tyler Transit Civil Rights Complaint Form (Page 3 of 3)

Section VI	
Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?	
U.S. Department of Transportation:	
Federal Transit Administration:	
Office of Federal Contract Compliance Programs:	
U.S. Equal Employment Opportunity Commission:	
U.S. Department of Justice:	
Other:	
Please provide information about a contact person at the agency/court where the complaint was filed.	
Name:	
Title:	
Agency:	
Address:	
Telephone Number:	
Section VII	
Have you discussed the complaint with any Tyler Transit representative?	Yes* No
	*If yes, please provide the following
Tyler Transit Representative:	
Title:	
Telephone number:	

We cannot accept an unsigned complaint. Please sign and date the complaint form below.

 Signature

 Date

Please submit this form in person or by mail to the address below:

City of Tyler Transit Civil Rights Coordinator
 Jake Hooter
 210 East Oakwood St
 Tyler, Texas 75702



Formulario de queja sobre derechos civiles de Tyler Transit 1 de 3 (Español)**Formulario de queja sobre derechos civiles de Tyler Transit (Página 1 de 3)**

Tyler Transit se compromete a garantizar que implementemos adecuadamente varias leyes y programas de derechos civiles, incluido el Título VI de la Ley de Derechos Civiles de 1964, la Ley de Estadounidenses con Discapacidades de 1990 (ADA), el programa de Empresas Comerciales en Desventaja (DBE) y el Programa externo de Igualdad de Oportunidades en el Empleo (EEO). Las quejas deben presentarse dentro de los 180 días siguientes a la fecha del presunto incidente.

La siguiente información es necesaria para ayudarnos a procesar su queja. Si necesita ayuda para completar este formulario o si desea presentar una queja verbal, comuníquese con la oficina de Tyler Transit al (903) 533-8057.

Sección I			
Nombre:			
Dirección:			
Teléfono (Casa):		Teléfono (Trabajo):	
Dirección de correo electrónico:			
Requisitos de formato accesible:	Letra Grande	TDD	Cinta de audio Otro: _____
Sección II			
Creo que yo he sido (o alguien más ha sido) discriminado por:	Discapacidad	Raza / Color / Origen Nacional	No Aplica
	Otro (especifique):		
Creo que Tyler Transit no ha cumplido con los siguientes requisitos del programa:	Empresa Comercial en Desventaja	Igualdad de Oportunidades Laborales Externas	No Aplica
	Otro (especifique):		
Sección III			
¿Está presentando esta queja en su propio nombre?	Si*		No
	*Si contesto "si" a esta pregunta, vaya a la Sección IV		
De lo contrario, proporcione el nombre y la relación de la persona por quien presenta la queja:			
Por favor explique por qué ha presentado una solicitud en nombre de un tercero:			
Confirme que ha obtenido el permiso de la parte agraviada si presenta la presentación en nombre de un tercero.	Si*		No
Sección IV			
Fecha de la supuesta acción discriminatoria (Mes, Día, Año):			
Lugar de la supuesta acción discriminatoria:			
Nombres de las personas responsables de la acción discriminatoria:			

Formulario de queja sobre derechos civiles de Tyler Transit 2 de 3 (Espanol)**Formulario de queja sobre derechos civiles de Tyler Transit (Página 2 de 3)**

Explique lo más claramente posible qué sucedió y por qué cree que fue discriminado. Describa a todas las personas que estuvieron involucradas. Debe incluir detalles específicos como nombres, horarios, números de ruta y cualquier otra información que pueda ayudarnos en nuestra investigación de sus acusaciones. Proporcione también cualquier otra documentación que sea relevante para esta queja, incluida cualquier correspondencia relacionada de su proveedor de transporte. Adjunte páginas adicionales, si es necesario.

Nombres de personas (testigos, compañeros de trabajo, supervisores u otros) con quienes podemos comunicarnos para obtener información adicional para respaldar o aclarar su queja: (Adjunte páginas adicionales, si es necesario)

Nombre:	Dirección:	Teléfono:
1.		
2.		
3.		
4.		

Explique brevemente qué reparación o acción está buscando para la supuesta discriminación.

Sección V

¿Ha presentado anteriormente una queja de Derechos Civiles ante esta agencia?	Si	No
Fecha de la queja anterior (Mes, Día, Año):		

NOTICE: If information is needed in another language, contact 903.533.8057

AVISO: Si necesita información en otro idioma, comuníquese al 903.533.8057

Formulario de queja sobre derechos civiles de Tyler Transit 3 de 3 (Español)

Formulario de queja sobre derechos civiles de Tyler Transit (Página 3 de 3)

Sección VI		
¿Ha presentado esta queja ante alguna otra agencia federal, estatal o local, o ante algún tribunal federal o estatal?		
Departamento de Transporte de EE. UU.:		
Administración Federal de Tránsito:		
Oficina de Programas de Cumplimiento de Contratos Federales:		
Comisión de Igualdad de Oportunidades en el Empleo de EE. UU.:		
Departamento de Justicia de EE. UU.:		
Otro:		
Por favor proporcione información sobre una persona de contacto en la agencia/tribunal donde se presentó la queja.		
Nombre:		
Título:		
Agencia:		
Dirección:		
Número de teléfono:		
Sección VII		
¿Ha discutido la queja con algún representante de Tyler Transit?	Si*	No
	*En caso afirmativo, proporcione lo siguiente	
Representante de Tyler Transit:		
Título:		
Número de teléfono:		

No podemos aceptar una queja sin firmar. Por favor firme y escriba fecha en el formulario de queja a continuación.

Firma

Fecha

Por favor entregue este formulario en persona o por correo a la siguiente dirección:

City of Tyler Transit Civil Rights Coordinator
Jake Hooter
210 East Oakwood St
Tyler, Texas 75702



Record of Transit-Related Title VI
 Investigations, Complaints, and Lawsuits

	Date (Month, Day, Year)	Summary (include basis of complaint: race, color, or national origin)	Status	Action(s) Taken/ Results
Investigations				
1. None				
2.				
Lawsuits				
1. None				
2.				
Complaints				
1. None				
2.				

The City of Tyler Assistant Transit Manager will serve as the Title VI Coordinator for the organization. The Coordinator will work to ensure all Title VI complaints are appropriately documented, as well as, oversee the security and confidentiality of the complaint files.

Standards and Policies

City of Tyler prohibits discrimination in regard to race, color or national origin in all phases of its operation. Neither does City of Tyler utilize any method of administration which would discriminate on the basis of race, color or national origin. City of Tyler shall take affirmative action to assure that no person is excluded from participation in or denied the benefits of its programs or activities based on race, color or national origin. In addition, City of Tyler will not discriminate regarding routes, route changes, and frequency of service, scheduling, or assignment of vehicles. City of Tyler shall set all service standards equally, throughout the system. Service shall be provided in a manner that serves all patrons equally, with reasonable access to the Tyler Transit system.

Quantitative Standards shall be as follows:

Vehicle load - Tyler Transit shall not load more than the safe capacity of its vehicle during operation i.e., A load factor of 1.1.

Vehicle Headway Standards shall be as follows:

Tyler Transit service operates on Monday through Friday, from 6:00AM till 8:00PM and on Saturday from 9:00AM to 6:00PM. The headway is 1 to 1.5 hours for each round-trip of the one fixed-route.

On-time performance shall be no less than 90%. Tyler Transit shall maintain schedule as directed, except where "Route Deviation" due to reasonable modification request, dictates a route detour.

Service availability shall be set in reasonable perspective, such that patrons will have access to the route, where patrons are within $\frac{3}{4}$ of a mile of a Tyler Transit bus stop.

Service practices to fulfill service policy requirements are:

City of Tyler Transit shall print and distribute a system map (English and Spanish) throughout the service area. City of Tyler Transit shall assure all designated bus-stops are clearly marked at the stop.

A major service change policy is to be instituted as follows:

All proposed service areas shall be placed before the public in notices VIA television, newspaper, CITY OF TYLER-website, bulletin boards, courthouse or City locations. Notices shall describe changes and proposals (English and Spanish) and name date and location of any and all public hearings concerning the service change, no less than Thirty (30) days prior to public hearing.

No major service change shall be put in place without public notice and hearing, in addition to an analysis of adverse effects changes will have, if any and a thorough measure of the disparate impact the changes will have, if any, on minority populations. The disparate impact threshold must be applied uniformly. The public shall have participation in the service change policy. Use of census block analysis shall be used to determine the service equity. In addition, ridership data shall be analyzed to determine minority and non-minority base of the proposed route changes.

Assessment of Service Impacts will be conducted by using the following methods: Ridership data shall be used to determine the correct comparison population. An analysis of low-income and non-

low-income population is best evidence. Additionally, GIS or alternative maps are to be prepared next, to review the route/routes in question.

This will aid in review of existing service area(s) to proposed service area(s).

Shelters are situated at higher utilized service areas. Shelter sites are selected by the City of Tyler Transit administration. All City of Tyler Transit vehicles are ADA accessible and may be of various types. Vehicle assignments are based solely upon availability.

Providing Assistance to and Monitoring Subrecipients

City of Tyler Transit monitors subrecipients and adheres to all local, state and federal regulation in regard to Title VI requirements. The monitoring process emphasizes both advising the subrecipient of their responsibilities and assessing compliance. In addition, Tyler Transit monitoring process includes the following activities:

1. Elaboration of FTA Requirements and Subrecipient Guidelines
2. FTA Subrecipient Funding Agreement Execution
3. Ongoing FTA subrecipient monitoring including monthly invoice reviews and review of quarterly reporting requirements
4. Formal Compliance reviews – Desk and on-site
5. Closeout

Note: At this time City of Tyler does not anticipate working with any subrecipients for the effective period of the program.

Facility Equity Analysis

Note: At this time no Tyler Transit facilities have been sited in the past three years.

How to File a Title VI Complaint



Tyler Transit
Title VI Coordinator
210 E. Oakwood
Tyler, TX 75702
903-533-8057

HOW TO FILE A TITLE VI COMPLAINT

Discrimination – Involves any act or inaction, whether intentional or unintentional in any program or activity of a Federal-aid recipient, sub-recipient, or contractor, which results in disparate (unfavorable) treatment, disparate impact, or perpetuating the effects of prior discrimination based on disability or in the case of disability, failing to make a reasonable accommodation.

Persons Eligible to File: Any person who believes that he or she or any specific class of persons has been subjected to discrimination or retaliation prohibited by any of the Civil Rights authorities, based upon disability may file a written complaint. The complaint may be filed by the affected individual or a representative and must be in writing.

Time Limits for Filing: A complaint must be filed no later than 180 days after the following:

- The date of the alleged act of discrimination; or
- The date when the person(s) became aware of the alleged discrimination; or
- Where there has been a continuing course of conduct, on which that conduct was discontinued or the latest instance of the conduct.

Form of Complaints: Formal complaints must be in writing and signed by the person(s) or representative and include the complainant's name, address and telephone number.

Where to File a Complaint:

- ADA complaints should initially be filed with the transit agency. It is in the best interest of all parties involved that issues raised in a complaint of discrimination be resolved at the local level.
- If there is no resolution to the complaint at the transit agency, the TxDOT may be involved in the complaint resolution, and a formal complaint may be filed with either one of the entities listed below:

Public Transportation Coordinator (Tyler District)
Texas Department of Transportation
701 East Main
Atlanta, Texas 75551
903-799-1387

Public Transportation Division
Office of Civil Rights
125 E. 11th St.
Austin, Texas 78701-2483
1-866-480-2518

- In the event there is no resolution, a formal complaint may be filed with either one of the entities listed below:
U.S. DOT/FTA
Mr. Michael Winter
Director of Civil Rights
400 7th Street SW, Room 9100
Washington, D.C. 20590

U. S. Department of Justice
Civil Rights Division
950 Pennsylvania Ave., NW
Disability Rights Section – NYAV
Washington, D. C. 20530

For information about ADA requirements affecting employment contact:

Equal Employment Opportunity Commission
1801 L. St., N.W.
Washington, D.C. 20507
Tel: 800/USA-EEO (voice)
800-800-3302 (TDD)

For information about ADA requirements affecting telecommunications contact:

Federal Communications Commission
1919 M St., N.W.
Washington, D.C. 20554
Tel: 202/634-1800 (voice)
202/632-6999 (TDD)

For information about requirements for accessible design in new construction and alterations contact:

Architectural and Transportation Barriers Compliance Board
1111 18th St., N.W. Suite 501
Washington, D.C. 20036-3894
Tel: 800/USA-ABLE (voice and TDD)

For information about ADA requirements affecting places of public accommodation contact:

Office on the Americans with Disabilities Act
U. S. Dept of Justice
P. O. Box 66118
Washington, D.C. 20035-6188
Tel: 202/514-0301 (voice)
202/514-0383

For information about ADA requirements affecting transportation contact:

Office of the Chief Counsel
Department of Transportation
400 Seventh St. S. W.
Washington, D.C. 20590
Tel: 202/366-9305 (voice)
202/755-7687 (TDD)

Como Presentar una Queja de Título VI



Tyler Transit
210 E. Oakwood
Tyler, TX 75702
903-533-8057

Como presentar un a queja de título VI

Discriminación – Envuelve cualquier hecho o inactividad, ya sea intencional o involuntario en algún programa o actividad para un beneficiario, sub-beneficiario, o contratista que reciba ayuda Federal el cual resulte en un trato diferente y poco favorable, o perpetúe los efectos de una discriminación anterior basada en discapacidad, o faltar a hacer una provisión razonable en el caso de discapacidad.

Personas que califican para someter una queja – Cualquier persona que crea que él o ella, o alguna clase específica de persona ha sido sujeta a discriminación o represalia prohibida por cualquier autoridad de Derechos Civiles, basada en discapacidad, podría someter una queja. La queja debe ser sometida por la persona afectada o su representante y debe ser por escrito.

Tiempo Límite para someter una queja - Una queja debe ser sometida no después de 180 días de:

- La fecha del supuesto hecho de discriminación, o
- La fecha cuando la(s) persona(s) se dieron cuenta del supuesto hecho de discriminación, o
- Donde ha habido un continuo curso de conducta en el que la conducta fue descontinuada, o la última vez que ocurrió tal conducta.

Forma de presentación de quejas – Las quejas formales deben ser por escrito y firmadas por la(s) persona(s), o representante, e incluir el nombre, el domicilio, y el número telefónico del reclamante.

Donde someter una queja

- Las quejas de la ADA (por sus siglas en Inglés) inicialmente deben someterse con la agencia de Transito. La resolución de un problema de discriminación a nivel local es mejor por el bienestar de todas las partes envueltas.
- Si no hubiera una resolución de la queja en la agencia de Transito, el Departamento de Transportación TxDOT (por sus siglas en Inglés) podría ser envuelto en la resolución de la queja y una queja formal debe someterse en cualquiera de las entidades descritas a continuación:

Public Transportation Coordinator (Tyler District)
Texas Dept of Transportation
701 East Main
Atlanta, Texas 75551
903-799-1387

Public Transportation Division
Office of Civil Rights
125 E. 11th St.
Austin, Texas 7870178701-2483
1-866-480-2518

- En el caso en que no hubiera una resolución, debe someterse una queja formal con cualquiera de las entidades descritas a continuación:

U.S. DOT/FTA
Mr. Michael Winter
Director of Civil Rights
400 7th Street SW, Room 9100
Washington, D.C 20590

U.S. Department of Justice
Civil Rights Division
950 Pennsylvania Ave., NW
Disability Rights Section-NYAV
Washington, D.C 20530

Para información acerca de los requisitos de la ADA (por sus siglas en Inglés) que afectan empleo, favor de contactar:

Equal Employment Opportunity Commission
1801 L. St., N.W.
Washington, D.C. 20507
Tel: 800/USA-EEO (voz)
800-8003302 (TDD)

Para información acerca de los requisitos de la ADA (por sus siglas en Inglés) que afectan los lugares de adaptación pública, favor de contactar:

Office on the Americans with Disabilities Act
U.S. Department of Justice
P.O. Box 66118
Washington, D.C. 20035-6188
Tel: 202/514-0301 (voz)
202/514-0383

Para información acerca de los requisitos de la ADA (por sus siglas en Inglés) que afectan telecomunicaciones, favor de contactar:

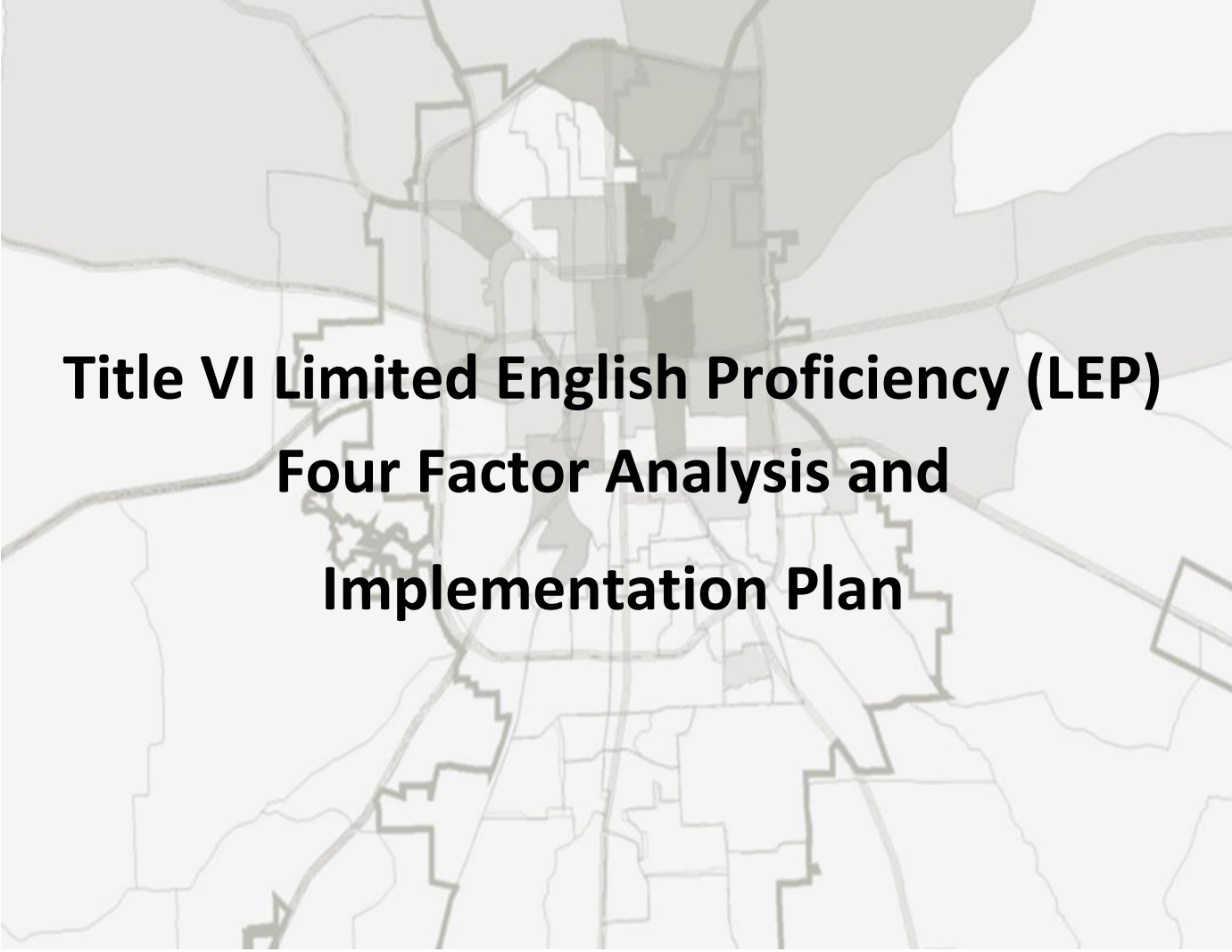
Federal Communications Commission
1919 M St., S.W.
Washington, D.C 20554
Tel: 202/634-1800 (voice)
202/632-6999 (TDD)

Para información acerca de los requisitos de la ADA (por sus siglas en Inglés) que afectan transportación, favor de contactar:

Office of the Chief Counsel
Department of Transportation
400 Seventh St. S.W.
Washington, D.C. 20590
Tel: 202/366-9305 (voz)
202/755-7687 (TDD)

Para información acerca de los requisitos de diseño para accesibilidad en construcciones nuevas y alteraciones, favor de contactar:

Architectural and Transportation Barriers Compliance Board
1111 18th St., N.W. Suite 501
Washington, D.C. 20036-3894
Tel: 800/USA-ABLE (voz y TDD)



Title VI Limited English Proficiency (LEP) Four Factor Analysis and Implementation Plan

City of Tyler – Tyler Transit and Tyler Area Metropolitan Planning Organization

**Title VI Coordinator
Jake Hooter, Assistant Transit Manager
210 E Oakwood, Tyler, TX 75702
(903) 533-8057**

May 2025

Title VI Limited English Proficiency Four Factor Analysis for Tyler Transit and Tyler Area Metropolitan Planning Organization

Purpose

The purpose of this Language Assistance Implementation Plan (hereinafter “plan”) is to meet Federal Transit Administration’s (FTA) requirements to comply with Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin. As a recipient of FTA funds, this transit system is pledged to take reasonable steps to provide meaningful access to its transit services for persons who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English. The FTA refers to these persons as Limited English Proficient (LEP) persons.

The U.S. Department of Transportation’s FTA Office of Civil Rights’ publication *“Implementing the Department of Transportation’s Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient Persons – A Handbook for Public Transportation Providers”* was used in the preparation of this plan.

Contents

This plan contains:

- A. A needs assessment based on the four-factor analysis
- B. Implementation Plan
- C. Contact Information

A. LEP Needs Assessment – the Four-Factor Analysis

Factor 1. The number or proportion of LEP persons in our service area who may be served or are likely to encounter a transit program, activity, or service.

“The greater the number or proportion of LEP persons from a particular language group served or encountered in the eligible service population, the more likely language services are needed. Ordinarily, persons ‘eligible to be served, or likely to be directly affected, by’ a recipient’s programs or activities are those who are in fact, served or encountered in the eligible service population. This population will be program-specific, and includes persons who are in the geographic area that is part of the recipient’s service area...When considering the number or proportion of LEP individuals in a service area, recipients should consider LEP parent(s) whose English proficient or LEP minor children and dependents encounter the services of DOT recipients.

Recipients should first examine their prior experiences with LEP individuals and determine the breadth and scope of language services that are needed. In conducting this analysis, it is important to: Include language minority populations that are eligible beneficiaries of recipients’

programs, activities, or services but may be underserved because of existing language barriers; and consult additional data, for example, from the census, school systems and community organizations, and data from state and local governments, community agencies, school systems, religious organizations, and legal aid entities.

The focus of the analysis is on lack of English proficiency, not the ability to speak more than one language. Note that demographic data may indicate the most frequently spoken languages other than English and the percentage of people who speak that language but speak or understand English less than well. People who are also proficient in English may speak some of the most commonly spoken languages other than English.” (DOT LEP Guidance Section V (1)).

The Tyler Transit and Tyler Area Metropolitan Planning Organization (MPO) assessed the following information (as checked) about LEP persons to determine the number or proportion of LEP persons who might use or want to use transit services:

- U.S. Census Bureau, 2020 American Community Survey (ACS) 5-Year Estimates;
- Map showing City of Tyler with concentrations of LEP persons (e.g. Census Bureau’s Response Outreach Area Mapper (ROAM));
- Tyler 1st Comprehensive Plan, 20-year plan creating a strategic framework for future actions for the City of Tyler and serving as a roadmap for future growth;
- Rider Survey results (English/Spanish versions); and
- Reports from drivers, dispatchers, other about contact with LEP persons.

Demographic Review

According to the Census Bureau’s 2020 Census:

- The total eligible population in Tyler Transit’s service area (Tyler city limits) is 105,995;
- It is estimated that 20.2% of the population (approximately 19,904 people) speak a language other than English at home;
- Spanish
 - 17.2% (approximately 16,918 people) speak Spanish; and
 - 46.1% of Spanish speakers (approximately 7,805 people) speak English less than “very well”.
- Asian and Pacific Island languages
 - 1.5% (approximately 1,435 people) speak Asian and Pacific Island languages, and
 - 50.0% of Asian and Pacific Island speakers (approximately 718 people) speak English less than “very well”.
- Other Indo-European languages
 - 1.0% (approximately 1,020 people) speak other Indo-European languages; and
 - 34.8% of Indo-European speakers (approximately 355 people) speak English less than “very well”.

- Other Languages
 - 0.5% (approximately 531 people) speak other languages, and
 - 15.8% of this population (84 people) speak English less than “very well”.
- Using these estimates from the Census Bureau, the MPO estimates the total number of LEP persons in Tyler Transit’s service area to be 8,962 people.

On-Board Transit Passenger Survey

The on-board transit passenger survey was conducted during the fall of 2020 as part of a Transit Route Study. The survey was administered on-board by Tyler Transit drivers. The purpose of the survey was to gather input from riders regarding issues and opportunities relating to transit use and planning for Tyler. The survey was given to passengers as they boarded the bus; they then completed it while on-board and returned it as they exited the bus. The survey was administered in both English and Spanish versions, but results were not compiled separately. In order to reach out for more input from LEP persons, staff wrote a letter in Spanish with information about the purpose of the survey and encouraging participation.

Factor 2. The frequency with which LEP persons come in contact with transit programs, activities, or services.

“Recipients should assess, as accurately as possible, the frequency with which they have or should have contact with LEP individuals from different language groups seeking assistance, as the more frequent the contact, the more likely enhanced language services will be needed. The steps that are reasonable for a recipient that serves an LEP person on a one-time basis will be very different than those expected from a recipient that serves LEP persons daily. Recipients should also consider the frequency of different types of language contacts, as frequent contacts with Spanish-speaking people who are LEP may require certain assistance in Spanish, while less frequent contact with different language groups may suggest a different and/or less intensified solution. If an LEP individual accesses a program or service on a daily basis, a recipient has greater duties than if the same individual’s program or activity contact is unpredictable or infrequent. However, even recipients that serve LEP persons on an unpredictable or infrequent basis should use this balancing analysis to determine what to do if an LEP individual seeks services under the program in question. This plan need not be intricate. It may be as simple as being prepared to use a commercial telephonic interpretation service to obtain immediate interpreter services. Additionally, in applying this standard, recipients should consider whether appropriate outreach to LEP persons could increase the frequency of contact with LEP language groups.”(DOT LEP Guidance Section V (2)).

The LEP populations that Tyler Transit encounters primarily speak Spanish. The Spanish-speaking passengers are primarily located inside of Loop 323 within the city’s older neighborhoods. Spanish-speaking passengers are concentrated in neighborhoods north and east of downtown, particularly in the area east of North Broadway Avenue and north of East Front Street. These passengers use transit buses for work, school, medical appointments and retail needs. Tyler Transit’s bus drivers and office staff have frequent contact with both languages.

Transportation services provide an important link to the LEP population and their community.

Factor 3. The nature and importance of programs, activities, or services provided to the LEP population.

“The more important the activity, information, service, or program, or the greater the possible consequences of the contact to the LEP individuals, the more likely language services are needed. The obligations to communicate rights to an LEP person who needs public transportation differ, for example, from those to provide recreational programming. A recipient needs to determine whether denial or delay of access to services or information could have serious or even life-threatening implications for the LEP individual...” (DOT LEP Guidance Section V(3)).

“...providing public transportation access to LEP persons is crucial. An LEP person’s inability to utilize effectively public transportation may adversely affect his or her ability to obtain health care, education, or access to employment.” (DOT LEP Guidance Section V (4)).

The MPO considers transit to be an important and essential service for many people living in the metropolitan planning area. The Tyler Transit does not track LEP passengers separately but knows that public transportation is an important need, especially during the school year and colder weather months for all passengers, including LEP persons. Workers rely on the system all year round.

Factor 4. The resources available to our transit system and the overall cost to provide language assistance.

“A recipient’s level of resources and the costs imposed may have an impact on the nature of the steps it should take in providing meaningful access for LEP persons. (emphasis added). Smaller recipients with more limited budgets are not expected to provide the same level of language services as larger recipients with larger budgets. In addition, “reasonable steps” may cease to be reasonable where the costs imposed substantially exceed the benefits. Recipients should carefully explore the most cost-effective means of delivering competent and accurate language services before limiting services due to resource concerns.

Resource and cost issues, however, can often be reduced by technological advances, reasonable business practices, and the sharing of language assistance materials and services among and between recipients, advocacy groups, affected populations, and Federal agencies.” (Section V(4)).

Tyler Transit’s current budget for marketing to or communicating with all eligible passengers about transit services, including LEP persons, is \$5,500. This funds brochures, flyers, posters, newspaper ads, radio ads, website, etc. During 2021, Tyler Transit implemented a new route system and schedule with all new marketing materials in both English and Spanish. In addition to the marketing budget, staff resources provide assistance to LEP persons.

Tyler Transit's website is available in Spanish which includes schedules, route maps as well as hours of operation and fares. Route/schedule maps and information about ADA paratransit services are available in both languages. In 2010, an updated Paratransit Plan was adopted which defines policies and procedures for ADA complementary service and has been translated into Spanish.

The agency employs several bus drivers that are fluent in Spanish and English that can assist with translation of new public documents and materials. The City of Tyler Communications Department provides access to translation services and the system also has access to Spanish translation through a cooperative agreement with the East Texas Council of Government GOBUS, the regional rural transit provider.

B. Implementation Plan

Task 1. Identifying LEP Individuals Who Need Language Assistance

"There should be an assessment of the number or proportion of LEP individuals eligible to be served or encountered and the frequency of encounters pursuant to the first two factors in the four-factor analysis.

One way to determine the language of communication is to use language identification cards (or "I speak cards"), which invite LEP persons to identify their language needs to staff. Such cards, for instance, might say, "I speak Spanish" in both Spanish and English, or "I speak Vietnamese" in both English and Vietnamese. To reduce costs of compliance, the Federal Government has made a set of these cards available on the Internet. The Census Bureau's "I speak card" can be found and downloaded at <http://www.usdoj.gov/crt/cor/13166.htm>.

When records are normally kept of past interactions with members of the public, the language of the LEP person can be included as part of the record. In addition to helping employees identify the language of LEP persons they encounter, this process will help in future applications of the first two factors of the four-factor analysis. In addition, posting notices in commonly encountered languages notifying LEP persons of language assistance will encourage them to self-identify." (DOT LEP Guidance Section VII (1)).

In order to determine the language of communications, the Tyler Transit created basic written information that drivers and staff can provide to those with limited English proficiency. In addition, bus drivers carry "I Speak" language identification cards. These wallet cards assist people with limited English proficiency when they are traveling without an interpreter.

Task 2. Language Assistance Measures

"An effective LEP plan would likely include information about the ways in which language assistance will be provided. For instance, recipients may want to include information on at least the following:

- *Types of language services available.*
- *How recipient staff can obtain those services.*
- *How to respond to LEP callers.*
- *How to respond to written communications from LEP persons.*
- *How to respond to LEP individuals who have in-person contact with recipient staff.*
- *How to ensure competency of interpreters and translation services.”(DOT LEP Guidance Section VII (2)).*

As the dominant alternate language is Spanish, Tyler Transit and the MPO make all materials and assistance available in Spanish as well as English. Language measures currently used to address the needs of LEP persons include the following:

- Making public information documents available in Spanish.
This includes:
 - Fixed route maps/schedules, paratransit brochures, and paratransit plan completed in FY 2011.
 - Paratransit eligibility application and notification letters completed in FY 2013.
- Tyler Transit and the MPO’s websites can be translated into Spanish by clicking the “En Espanol” icon at the top of each page.
- Arranging for availability of oral and written translators as needed by staff. Job postings encourage bilingual applicants, and there are translators available in the City’s Police, Fire, Transit, MPO, Development Services, and Water Departments.
- Posting notices in Spanish informing LEP persons of available services and upcoming public meetings.
- Working with community groups to verify the competency of interpreter and translation services.
- The City of Tyler also offers a bilingual certification program that encourages employees to become certified in Spanish.

Task 3. Training Staff

“Staff members should know their obligations to provide meaningful access to information and services for LEP persons, and all employees in public contact positions should be properly trained. An effective LEP plan would likely include training to ensure that:

- *Staff knows about LEP policies and procedures.*
- *Staff having contact with the public (or those in a recipient’s custody) is trained to work effectively with in-person and telephone interpreters.*

Recipients may want to include this training as part of the orientation for new employees. Recipients have flexibility in deciding the manner in which the training is provided, and the more frequent the contact with LEP persons, the greater the need will be for in-depth training. However, management staff, even if they do not interact regularly with LEP persons, should be

fully aware of and understand the plan so they can reinforce its importance and ensure its implementation by staff.” (DOT LEP Guidance Section VII (3)).

To ensure effective implementation of this plan, Tyler Transit and the MPO will schedule training during orientations for new staff and for all relevant employees on an annual basis to review:

- The MPO’s Four Factor Analysis and Implementation Plan
- Demographic data about the local LEP population
- Printed materials for LEP persons
- Procedures to handle verbal requests for transit service in a foreign language
- Responsibility to notify the Transit and MPO directors about any LEP persons’ unmet needs

Task 4. Providing Notice to LEP Persons

“Once an agency has decided, based on the four factors, that it will provide language services, it is important that the recipient notify LEP persons of services available free of charge. Recipients should provide this notice in languages LEP persons would understand. Examples of notifications that recipients should consider include:

- *Posting signs in intake areas and other entry points. This is important so that LEP persons can learn how to access those language services at initial points of contact. This is particularly true in areas with high volumes of LEP persons seeking access to certain transportation safety information, or other services and activities run by DOT recipients*

For instance, signs in intake offices could state that free language assistance is available. The signs should be translated into the most common languages encountered and should explain how to get the necessary language assistance. The Social Security Administration has made such signs available at <http://www.ssa.gov/multilanguage/langlist1.htm>. DOT recipients could, for example, modify these signs for use in programs, activities, and services.

- *Stating in outreach documents that language services are available from the agency. Announcements could be in, for instance, brochures, booklets, and in outreach and recruitment information. These statements should be translated into the most common languages and could be “tagged” onto the front of common documents.*
- *Working with community-based organizations and other stakeholders to inform LEP individuals of the recipients’ services, including the availability of language assistance services.*
- *Using an automated telephone voice mail attendant or menu system. The system could be in the most common languages encountered. It should provide information about available language assistance services and how to get them.*
- *Including notices in local newspapers in languages other than English.*

- *Providing notices on non-English-language radio and television stations about the available language assistance services and how to get them.*
- *Providing presentations and/or notices at schools and religious organizations.” (DOT LEP Guidance Section VII (4)).*

Tyler Transit and the MPO notify LEP persons in their own language about the language assistance available to them without cost by using the following methods:

- Signs on buses or at bus stops
- Brochures
- Posters or flyers for local organizations that work with LEP persons
- Investigate allowing telephone messages
- Website notices

Task 5. Monitoring and Updating the LEP Plan

“Recipients should, where appropriate, have a process for determining, on an ongoing basis, whether new documents, programs, services, and activities need to be made accessible for LEP individuals, and they may want to provide notice of any changes in services to the LEP public and to employees.

In addition, recipients should consider whether changes in demographics, types of services, or other needs require annual reevaluation of their LEP plan. Less frequent reevaluation may be more appropriate where demographics, services, and needs are more static. One good way to evaluate the LEP plan is to seek feedback from the community.

In their reviews, recipients may want to consider assessing changes in:

- *Current LEP populations in the service area or population affected or encountered.*
- *Frequency of encounters with LEP language groups.*
- *Nature and importance of activities to LEP persons.*
- *Availability of resources, including technological advances and sources of additional resources, and the costs imposed.*
- *Whether existing assistance is meeting the needs of LEP persons.*
- *Whether staff knows and understands the LEP plan and how to implement it.*
- *Whether identified sources for assistance are still available and viable.*

In addition to these five elements, effective plans set clear goals, management accountability, and opportunities for community input and planning throughout the process.”(DOT LEP Guidance Section VII (5)).

Tyler Transit and the MPO will review this plan during its annual review with the TxDOT public transportation coordinator by:

- Assessing its effectiveness (e.g., comparing numbers of LEP persons served by year, number of requests for language assistance received during the year),
- Assessing the sufficiency of staff training and budget for language assistance,
- Reviewing current sources for assistance to ensure continuing availability, and
- Reviewing and evaluating responses to any complaints from LEP persons about their needs that were received during the past year.

Revisions will be approved and dated accordingly.

Dissemination of Plan

This Four Factor Analysis and Implementation Plan will be available on the MPO's website at <https://www.tylerareampo.org/plans-and-projects/administrative-documents/title-vi>. It is also available upon request. If requested to be provided in Spanish and it is feasible to have it translated, it will be provided to the requester.

C. Contact Information

Questions or comments about this plan may be submitted to:

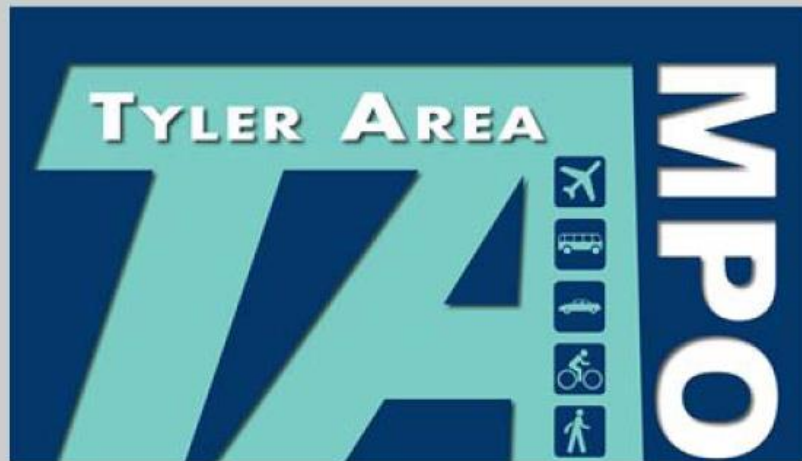
Tyler Transit

Name: Leroy Sparrow
Title: Transit Director
Address: 210 E. Oakwood, Tyler TX 75702
Telephone: 903-595-7231
E-mail address: lsparrow@tylertexas.com

Tyler Area MPO

Name: Michael Howell
Title: MPO Director
Address: 423 W Ferguson St, Tyler TX 75702
Telephone: 903-531-1173
E-mail address: mhowell@tylertexas.com

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Revised July 2019
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PUBLIC PARTICIPATION PLAN

*Prepared by the:
Tyler Area Metropolitan Planning Organization*

*In Cooperation with:
Texas Department of Transportation, Federal highway
Administration, and the Federal Transit Administration*

PUBLIC PARTICIPATION PLAN

GENERAL

The City of Tyler currently serves as the fiscal agent for the Tyler Area Metropolitan Planning Organization (MPO), which represents the Tyler Metropolitan Study Area. The purpose of the MPO is to provide continuous, cooperative, and comprehensive transportation planning for the area. The Moving Ahead for Progress in the 21st Century (MAP-21) Act and subsequent passage of the Fixing America's Surface Transportation (FAST) Act emphasize the importance of a proactive public participation process that provides complete information, timely public notice, full public access to key decisions, and supports early and continuing participation of the public.

This policy for public participation conforms to requirements addressed under 23 CFR 450.316 which states that the MPO shall develop and use a documented participation plan that defines a process for providing individuals, affected public agencies, representatives of public transportation employees, public ports, freight shippers, providers of freight transportation services, private providers of transportation (including intercity bus operators, employer-based commuting programs, such as carpool program, vanpool program, transit benefit program, parking cash-out program, shuttle program, or telework program), representatives of users of public transportation, representatives of users of pedestrian walkways and bicycle transportation facilities, representatives of the disabled, and other interested parties with reasonable opportunities to be involved in the metropolitan transportation planning process.

It is the intent of this Public Participation Plan to describe explicit procedures, strategies, and desired outcomes for:

- Providing adequate public notice of public participation activities and time for public review and comment at key decision points, including a reasonable opportunity to comment on the proposed metropolitan transportation plan and the TIP;
- Providing timely notice and reasonable access to information about transportation issues and processes;
- Employing visualization techniques to describe metropolitan transportation plans and TIPs;
- Making public information (technical information and meeting notices) available in electronically accessible formats and means, such as the World Wide Web;
- Holding any public meetings at convenient and accessible locations and times;
- Demonstrating explicit consideration and response to public input received during the development of the metropolitan transportation plan and the TIP; and
- Seeking out and considering the needs of those traditionally underserved by existing transportation systems, such as low-income and minority households, who may face challenges accessing employment and other services;
- Providing an additional opportunity for public comment, if the final metropolitan transportation plan or TIP differs significantly from the version that was made available for public comment by the MPO and raises new material issues that interested parties could not reasonably have foreseen from the public involvement efforts;

- Coordinating with the statewide transportation planning public involvement and consultation processes; and
- Periodically reviewing the effectiveness of the procedures and strategies contained in the participation plan to ensure a full and open participation process.

The MPO's public participation involvement procedures associated with TIP development will be used to satisfy the program-of-projects requirements of the Section 5307 Urban Formula Funded Program.

Public Participation Plan procedures will be reviewed periodically by the Texas Department of Transportation, the Federal Highway Administration and the Federal Transit Administration to assure that full and open access is provided to MPO decision-making processes. It is the intent of the Tyler Area Metropolitan Planning Organization to fully comply with the procedures outlined in this policy.

Guiding Regulations

MAP-21

On July 6, 2012, President Barack Obama signed into law the transportation bill, Moving Ahead for Progress in the 21st Century (MAP-21) Act. With guaranteed funding for highways, highway safety, and public transportation totaling \$244.1 billion, MAP-21 represented the largest surface transportation investment in our nation's history. The bill authorized transportation programs and projects for the two year period of 2012-2014. Prior to MAP- 21, the three landmark bills that brought surface transportation into the 21st century – the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA), the Transportation Equity Act for the 21st Century (TEA-21) and the Safe, Accountable, Flexible, Efficient Transportation Equity Act: a Legacy for Users (SAFETEA-LU) shaped the highway program to meet the nation's changing transportation needs.

MAP-21 addressed the many challenges facing our transportation system today – challenges such as improving safety, reducing traffic congestion, improving efficiency in freight movement, increasing intermodal connectivity, and protecting the environment – as well as laying the groundwork for addressing future challenges.

FAST Act

On December 4th, 2015, President Barack Obama signed the Fixing America's Surface Transportation Act (FAST) Act into law. The FAST Act provides long-term funding certainty for surface transportation investment as it authorizes \$305 billion for fiscal years 2016 through 2020 for highway, highway and motor vehicle safety, public transportation, motor carrier safety, hazardous materials safety, rail, and research, technology, and statistics programs. The FAST Act requires the Metropolitan Planning Organization (MPO) to consider planning strategies that will serve to advance ten (10) transportation-planning factors identified under the FAST Act:

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency;
2. Increase the safety of the transportation system for motorized and non-motorized users;
3. Increase the security of the transportation system for motorized and non-motorized users;
4. Increase the accessibility and mobility options available to people and for freight;
5. Protect and enhance the environment, promote energy conservation, and improve quality of life;
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;

7. Promote efficient system management and operation;
8. Emphasize the preservation of the existing transportation system;
9. Improve the resiliency and reliability of the transportation and reduce or mitigate storm water impacts of surface transportation; and
10. Enhance travel and tourism

MAP-21 and SAFETEA-LU Public Participation Plan regulations are maintained under the FAST Act, however, public ports and private providers of transportation, including intercity bus operators and employer-based commuting programs, are explicitly added to the list of interested parties that an MPO must provide with reasonable opportunities to be involved in the metropolitan transportation planning process. In addition, the FAST Act adds officials responsible for tourism and natural disaster risk reduction to the list of agencies and officials that a MPO should consult with in developing metropolitan transportation plans and TIPs. The Public Participation Plan is developed in compliance with MAP-21 and FAST Act regulations.

DEFINITIONS

Metropolitan Planning Organization (MPO): An organization designated by the Governor's Office of the State of Texas to conduct the metropolitan transportation planning process within urbanized areas with populations over 50,000.

Metropolitan Transportation Plan (MTP): A long-range plan (20 years or more) to deal with major transportation needs in the Tyler Metropolitan Area. The metropolitan transportation plan must be reviewed and updated within five years from adoption.

Metropolitan Transportation Planning Process: A special intergovernmental planning process that considers the transportation needs of the Tyler Metropolitan Area as a whole. The metropolitan transportation plan and transportation improvement program are principal products of the metropolitan transportation planning process.

Technical Advisory Committee (TAC): A committee consisting of appointed representatives for local, regional and state governments, transit providers, and other entities involved in transportation planning and development. The Technical Advisory Committee is responsible for reviewing and providing feedback for the Transportation Policy Committee to consider when approving the Metropolitan Transportation Plan, Transportation Improvement Program, and Unified Planning Work Program.

Transportation Improvement Program (TIP): A three-year schedule of projects to improve or maintain the quality of public surface transportation. The TIP is normally updated yearly and must be updated at least once every two years. Any projects or programs which use money from the Federal Highway Administration or Federal Transit Administration must be contained in the TIP. The TIP referred to herein is the TIP for the Tyler Metropolitan Area.

Transportation Policy Committee (TPC): A committee consisting of elected and appointed representatives for local, regional and state governments, and other entities involved in transportation planning or transportation development. The Transportation Policy Committee oversees the metropolitan transportation planning process and is responsible for approving or disapproving the Metropolitan Transportation Plan, Transportation Improvement Program, and Unified Planning Work Program.

Tyler Metropolitan Area: The area in and near Tyler, Texas, which is considered urbanized or is expected to become urbanized within twenty years. The Tyler Metropolitan Area is located in

Smith County and includes the City of Tyler; the Cities of Lindale, New Chapel Hill, Noonday, Whitehouse, Hideaway, and the communities of East Texas Center, Flint, and Gresham.

STAKEHOLDER INVOLVEMENT

The MPO shall maintain a distribution list of interested groups and individuals, including state, county, and local government officials, Chambers of Commerce, community groups, special interest groups, transportation providers, freight companies, etc. These individual stakeholders and groups shall also receive notices or flyers via regular mail or email notification at least 72 hours prior to any public meeting, public review period, or public comment period. The federal transportation legislation expands the listing of interested parties to be engaged during the development of the Public Participation Plan, the short-term and long-term transportation plans. These interested parties shall have reasonable opportunities to comment on projects of the short-term and long-term transportation plans.

- Affected public agencies
- Freight shippers
- Providers of freight transportation services
- Private providers of transportation (intercity bus operators, employer-based commuting programs, such as carpool or vanpool program, transit benefits program, parking cash-out program, shuttle or telework program)
- Representatives of users of public transportation
- Representatives of public transportation employees
- Representatives of users of pedestrian walkways and bicycle transportation facilities
- Representatives of the disabled
- Other interested parties

Federal regulations require expanded consultation and cooperation with agencies and officials responsible for other planning related activities within the Metropolitan Planning Area. The MPO shall consult with agencies and officials that are affected by transportation in the development of the short- and long-term transportation plans. The following is a list of those agencies and officials with whom the MPO may consult:

- | | |
|--|---|
| • Bicycle interest groups | • Local media (print, television and radio) |
| • Bureau of Land Management | • Local Parks and Recreation Departments |
| • Business and civic groups | • Local school districts |
| • Disabled persons interest groups | • Local Chambers of Commerce |
| • Elected officials & legislators | • Local Convention & Visitors Bureaus |
| • Forest Service (U.S. Department of Agriculture) | • Local Economic Development Corporations |
| • General Land Office | • Major employers |
| • Gregg County Emergency Operations Center | • National Marine Fisheries |
| • Gregg, Harrison and Upshur Counties | • Native American Tribal Councils |
| • Homeland Security | • Other interested citizens |
| • Local colleges & universities | • Pedestrian interest groups |
| • Local governments (cities, counties, council of governments) | • Planning & Zoning Commission |
| • Local historic preservation agencies | • Private freight shippers |
| • Local land use plans (City and County) | • Private transportation providers (taxi) |
| | • Providers of private freight transportation |

- Representatives of public transportation employees
- Representatives of users of public transportation
- Social service organizations
- Special interest groups
- Texas Commission on Environmental Quality
- Texas Division of Emergency Management
- Texas Historical Commission
- Texas Parks and Wildlife
- Transit interest groups
- Transportation agencies (Longview Transit, GoBus, rail, airport)
- Tribal Agencies
- U.S. Army Corps of Engineers
- U.S. Environmental Protection Agency
- U.S. Fish and Wildlife Services
- U.S. Geological Survey

PUBLIC NOTIFICATION PROCESS

Notice of public meetings, open houses, and public comment and solicitation opportunities will be advertised at least 72 hours in advance on the MPO website and in *or* at the:

- *Tyler Morning Telegraph*
- Tyler City Hall
- Smith County Courthouse
- Community Minority-Focused Papers, including Spanish language papers (when feasible)
- Press releases will be sent to all local media

A copy of newspaper publications shall be obtained and retained in the MPO files for a period of three years. In absence of a copy of newspaper or newspaper certification, where efforts are made according to the policies of the publisher to place announcements, there shall be determined that the MPO has met requirements for public notification.

The MPO shall also distribute press releases to all local media at least 72 hours in advance and email interested individuals and organizations listed on a correspondence roster for MTP and TIP public hearings which shall be maintained by the MPO.

PUBLIC MEETINGS

Committee Meetings

All meetings of the MPO Transportation Policy Committee and other public meetings will be held in compliance with the Texas Open Meetings Act. The public will be given an opportunity to participate at every public meeting. Those attending public meetings will be asked to sign a roster. The roster will be retained by the MPO for a period of three years. The MPO shall prepare minutes for public meetings containing a summary of the comments, speakers and other information. Minutes shall be accessible through the MPO's website and retained by for a period of three years.

Metropolitan Transportation Plan

Two or more public meetings shall be held to present new or major updates to the Metropolitan Transportation Plan prior to its adoption. At least one of these meetings shall be held a minimum of 30 days prior to adoption.

Transportation Improvement Program

One public meeting shall be held to present the Transportation Improvement Program. The meeting shall be held a minimum of 10 days prior to adoption.

PUBLIC REVIEW

In order to allow the public an opportunity to review major plans in detail, a public comment and review period shall be announced before the adoption of Transportation Improvement Programs (TIP), Metropolitan Transportation Plan (MTP) and/or the Public Participation Plan (PPP). During the public review period, the MPO shall make available the document(s) proposed for adoption online on the MPO's webpage and in the MPO's office. The public may review the documents at the MPO office during working hours. If possible, staff will be available to discuss the document or answer questions. The public review period may run concurrently with the public comment period.

PUBLIC COMMENT

To solicit public opinion, a public comment period shall be held for the period required by federal and state regulations or the number of days listed below, whichever is greater, prior to the adoption of the following documents:

Transportation Improvement Program	10 days
Metropolitan Transportation Plan	30 days
Public Participation Plan	45 days

When significant oral or written comments are received on the draft Metropolitan Transportation Plan or the draft Transportation Improvement Program during the public review and comment period, a summary, analysis, and report on the disposition of comments shall be made part of the final plans or programs.

AMENDMENTS

If the final plan or program differs significantly from the one which was made available for public comment and raises new material issues which interested parties could not reasonably have foreseen from the public participation efforts, an additional 10 day public review and comment period shall be afforded prior to the adoption of the revised Metropolitan Transportation Plan or Transportation Improvement Program.

In cases where time may be of the essence in terms of applications and funding, the TAC's recommendation to the TPC may be secured via e-mail and forwarded to the TPC Chair for consideration and approval.

Amendments to the Transportation Improvement Program updating or adjusting amounts of listed projects, let dates, project numbers and similar amendments will not require approval by the MPO Transportation Policy Committee following concurrence by TxDOT.

PROJECT SOLICITATION AND SUPPORT

At least six months prior to the adoption of a required update to the Metropolitan Transportation Plan, the MPO shall solicit from the public ideas for improvements to the transportation system to be considered as part of the new or updated Metropolitan Transportation Plan. Solicitation may be in the form of a survey, questionnaire, public meeting or other means. These ideas shall be reviewed by the MPO staff and MPO Technical Committee and will be considered for

incorporation into the Plan.

Requests for project support and/or endorsement shall be submitted at least five working days before a scheduled TAC meeting. All such requests must be in writing, detailed, and specific. All such requests must be in writing, detailed, and specific. Project support is restricted to those projects currently in the Metropolitan Transportation Plan.

OPEN RECORDS REQUESTS

Requests for public records or information will be handled in accordance with the Texas Public Information Act and the federal law, through the Freedom of Information Act and related acts. The procedure for responding to records requests shall follow the policy outlined by the City of Tyler.

PUBLIC APPEARANCES

The MPO shall make every effort to comply with requests from civic or professional groups, organizations or committees to present or discuss information related to the responsibilities of the MPO. The organization should contact the MPO in advance to allow ample time for the MPO to make arrangements for a public appearance.

In the same manner, the MPO may schedule appearances at meetings of groups such as neighborhood organizations to gather input from residents or serve as members of other transportation-related committees (i.e., Chamber of Commerce Transportation Committee). Interaction with these groups shall be an avenue through which the MPO shall seek out and consider the needs of those traditionally under-served by existing transportation systems, including but not limited to the elderly, disabled, low-income and minority households.

INTERNET

It is the goal of the MPO to make public information available in electronically accessible format to afford reasonable opportunities for consideration of public comment and opinion. The official website of the MPO shall be utilized to post public notices for public meetings and to post various planning documents. The MPO's website will have these documents available for public access:

- Public Participation Plan (PPP);
- Metropolitan Transportation Plan (MTP);
- Transportation Improvement Program (TIP);
- Annual Project Listing (APL);
- Unified Planning Work Program (UPWP); and
- Special Studies conducted by the MPO.

The MPO will provide a user-friendly website containing other pertinent transportation information such as latest news, agendas, meeting minutes, and links to outside agencies. The website will provide an opportunity for citizen feedback.

VISUALIZATION TECHNIQUES

In order to better communicate transportation plans with the general public, federal regulations also emphasize the use of visualization techniques to depict transportation plans. Examples of visualization techniques may include charts and graphs, tables, Geographic Information System (GIS) maps overlaid with data, interactive GIS maps, GIS-based scenario planning tools, photo renditions, artist renderings, and static maps. The intent for this technique is to better depict the

programs and their impact on the public. The MPO will utilize visualization techniques during the development of the short-term and long-term transportation plans.

OPTION TO USE ADDITIONAL PROCEDURES

Procedures and activities which may be used for public information or public participation are not limited to the procedures described above. Additional public information and public participation activities may be conducted without revision to the above procedures.



Tyler Transit
TRANSIT SERVICE GUIDELINES

Updated April 29, 2025

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PURPOSE

The Transit Service Guidelines are designed to provide cost effective, convenient, and reliable service for transit customers. The guidelines define the conditions that require action when standards are not met, but allow flexibility to respond to varied customer needs and community expectations in an accountable, equitable and efficient manner. As stated above this document is a guideline and is subject to transit administration interpretation and discretionary use. Due to the sustaining and projected growth in City of Tyler, markets, and customer expectations are ever changing as well as growing thus these service guidelines are considered to be a living document.

TYLER TRANSIT SERVICE GUIDELINES

The adopted service guidelines are in the following areas:

- Transit Coverage
- Transit Access
- Bus Stop Spacing and Amenities
- Route Monitoring System
- New Transit Services
- Load Standards
- On-time Performance
- Duplication of Service
- Route Directness
- Route Patterns
- Service Frequency and Span
- Vehicle Assignment
- Title VI Guidelines
- Service Change policy and procedures

The service guidelines are intended to be applied to two primary areas of focus: the evaluation of existing services and the evaluation of proposals for new service.

As an example, the service guidelines can be applied in the following situations:

- Restructuring service to **eliminate lower productivity** segments or branches or **adjusting service frequency** to better reflect the demand for service. Service areas that do not meet standards are not automatically eliminated. These guidelines call for the elimination of unproductive service areas only as a last resort when it has been determined that no cost- effective actions are available to improve the productivity of the service. The guidelines for evaluation of existing service areas are not intended to preclude changes to service areas that meet these minimum standards. In many cases, it may be possible to improve the productivity of service areas that meet the minimum standards by making changes to headways or trip times. These guidelines should not be used to prevent changes to improve the efficiency of existing service areas, as long as the changes meet the service area design standards.
- The evaluation of new service proposals will take place as **proposals are received or**

needs identified. New service proposals will be evaluated based on the most recent information available regarding system standards. Decisions regarding implementation of new service areas will be made through the service planning process and by the Internal Transit Service Development Review Committee.

TRAVEL MARKETS

Public Transportation cannot reasonably serve all person trips within a city. However, transit can compete effectively for market share in many situations. To guide decisions on resource allocation and to provide a basis for measuring performance over time, Tyler Transit has identified those markets where it will seek to be competitive. The selected local travel markets are consistent with the Tyler Transit Vision and will support attainment of the Tyler Transit Strategic Objectives, regional coordination plan, and the objectives of the City of Tyler 1st plan.

Travel Markets

Tyler Transit will identify and consider City of Tyler and area economic development plans when service changes or reductions are proposed. Travel markets reviewed will include but not limited to the following:

- Financial (e.g., banks and loan institutions)
- Medical (e.g., hospitals and health clinics)
- Educational (e.g., primary, secondary, and post-secondary institutions)
- Social Services
- Dining
- Safety (Road safety, city engineers, power company, cable company & other utilities)
- Legal Services
- Grocery
- Fitness
- Recreation
- Parks
- Entertainment (e.g., Theaters, Bingo, etc.)
- Extracurricular Activities
- Nutrition Centers
- Assisted Living Centers
- Business Centers
- Workforce Development Centers
- Nonprofit Services
- Emergency Housing
- Emergency Services
- Alternative Transportation (e.g., Greyhound, Taxi, Airport)
- Mail Logistic Centers (USPS, FedEx, UPS)
- Utility Services;
- Community Centers
- Housing and Urban Development Centers

- Religious Services
- Neighborhood Services
- Vital Records
- Security

TRANSIT COVERAGE

The purpose of these guidelines is to provide convenient access to transit service in all areas exceeding a minimum density. It is very difficult to provide effective transit services in low-density areas. This guideline supports the land-use goal of encouraging higher densities in coordination with transit services. Census block group and Traffic Analysis Zone (TAZ) data will be used to measure residential and employment density. Texas Department of Transportation Planning & Programing Department issues a guide to aggregate the information, latest issued January 2, 2012. The coverage area will be three-quarter mile around the desired pick-up area.

Residential Density

In order for an area within City of Tyler UZA to be considered for Tyler Transit services, the area must meet a residential density more than 2.8 persons per acre.

Employment factors will be taken into account when recommending transportation coverage to UZA areas around City of Tyler to include City of Bullard, Flint area, and City of Whitehouse.

Suburban Areas

In outlying suburban areas, park and ride lot plans will be considered in UZA areas likely to attract good ridership and in locations where they can effectively intercept potential riders. Currently Tyler Transit does not have service in the surrounding areas to City of Tyler but will continue to work and find solutions to provide services as financial constraint is present.

TRANSIT ACCESS

Buses can do substantial damage to parking lots and roadways that are not built to accommodate the weight of a bus. This needs to be taken into account in the planning for transit services.

Road Condition

Transit service will only be provided on paved roadways that have sufficient strength to accommodate repetitive bus and transit vehicle axle loads. The roadways must be in good condition and buses must safely be able to maneuver.

BUS STOP SPACING AND AMENITIES

It is recognized that bus stops and amenities help customers access Tyler Transit services, and make their riding experience more comfortable, safe and friendly. Amenities include bus shelters, benches, waste receptacles, and travel information signs.

Bus *stop spacing* has a major impact on transit performance. Stop spacing affects both access time and line-haul time, and therefore affects the demand for transit service. In general, there is a tradeoff between:

- (a) closely spaced, frequent stops and shorter walking distance, but more time on the vehicle, and
- (b) stops spaced further apart and longer walking distance, but less time on the vehicle.

Some of findings of optimization studies across the United States are:

- As acceleration or deceleration rates increase, optimal stop spacing will narrow (i.e., an intermediate stop imposes a smaller time penalty).
- As steady running speed attained after acceleration increases, optimal spacing will widen (i.e., an intermediate stop will impose a greater time penalty).
- As the speed of the feeder mode is increased, optimal spacing will widen.
- As dwell time is reduced, optimal spacing will narrow.

Although analytical studies to determine optimal stop spacing provide some useful guidelines, stops must ultimately be sited to serve major trip generators, and attractors in the service area. Over time there is a tendency for additional stops to be added for service, as requests for service in front of more places are accepted. When stops are as frequent as every or every other city block, it may be useful to comprehensively re-examine the location of all stops.

Bus Stop Spacing

Factors that should be considered in determining bus stop locations/spacing are as follows:

1. Provide stops at **major generators** (For example: employment centers, residential areas with 100+ units, retail centers, public education centers, major medical facilities, etc.).
2. Provide bus stops at **transfer locations**. (For example Bergfeld Center transfer location)
3. To the extent possible, provide bus stops at **signalized intersections** where there are designated crossings.
4. Provide **intermediate stops** based on the distance a person has to travel to arrive at a bus stop: - **Central Business Districts or Major Commercial District:** Minimum 500 feet - **High to medium density areas:** 750 to 900 - **Medium to low density areas:** 900 to 1,300 feet - Low density to rural areas: as needed, no more frequent than 1,500 to 2,500 feet
5. Bus stop spacing shall correspond to the spacing established in the Tyler Transit Passenger Amenities Guidelines.

Amenities

Placement of amenities should be based upon factors that consider equity in distribution throughout the service area, and factors that consider the benefit to the user and site-related constraints. Greater consideration should be given to stops in key service areas

due to a generally higher level of demand. **Stop locations that have boarding greater than 25 people per day will be given priority.**

Other factors that should be considered in determining the priority for amenities at stops are:

- High percentage of transfer passengers (more than 25 percent), and
- High percentage of seniors or disabled persons using the stop (more than 25 percent)

The necessary infrastructure (such as sidewalks and ADA accessibility) must be in place in order to consider an installation. The integration of the necessary infrastructure and amenities in newly developed or redeveloped areas should be coordinated with the development.

Tyler Transit will at times work with private landowners, and developers to the extent practicable, to leverage the construction or the monies to offset the construction costs of necessary infrastructure and bus stop amenities.

Accessibility

All of Tyler Transit services and passenger facilities will be accessible to people with disabilities and the elderly in accordance with the rules and regulations of the Americans with Disabilities Act (ADA).

NEW TRANSIT SERVICE

Proposals for new service come from a variety of sources including: customers, employees, and reviews of system performance.

New service proposals are reviewed during the service change process and are implemented based upon customer need and resource availability.

Performance Evaluation

All new services will be subject to performance evaluations and will be expected to meet the performance standards for their service type within two (2) years of implementation.

New services will be expected to meet a performance monitoring score of 0.5 or better after one year. If this does not occur, Tyler Transit will review the service and look for ways to improve its performance. If the service performance slips to below 0.5 after two years, the service will be a candidate for discontinuation.

New Employment Shuttles

New shuttle services in employment areas may require a financial contribution from business community stakeholders of up to 104 percent of the marginal operating cost. Currently, City of Tyler does not actively have engaged stakeholders with a budget to aid for new employment shuttles.

Bus Services Outside City of Tyler

Tyler Transit will follow the legislation set forth in the Tyler Transit Enabling ACT as it relates to bus services outside of City of Tyler which services outside the City Limit may not be allowed.

LOAD STANDARDS

The objective of load standards is to balance passenger comfort and safety with operating cost. Average load factor is the ratio of passenger miles traveled, per vehicle revenue mile or VOMS.

Load Standards

Tyler Transit standard load factors for its transit services in regular service are:

- ☐ 130% or 1.3 vehicle load of seated capacity for fixed route transit service during peak hour service based on 22 passenger bus.
- ☐ 100% or 1.0 of seated capacity for fixed route transit service during off-peak hour service based on 22 passenger bus.

Tyler Transit will work not to exceed its standard load factors for more than 60 minutes per trip on a given route. If a service is consistently above the seated capacity, then Tyler Transit will bring to the attention of Transit Administration for needed adjustments not that involve adding additional service outside the scope.

Any changes approved will be added to the prior scheduled service change, if funding is available. If the standing load compromises safety in any way, Tyler Transit will review the possibility to implement additional services to meet the demand.

Individuals in Wheelchair, Boarding's

Tyler Transit will analyze wheelchair boarding's annually, and make necessary schedule adjustments. Transit Supervisors or service sub-contractor will be utilized if particular trips continually are not able to provide service to all Individuals in wheelchair boarding's on a given fixed route services.

Passenger Capacities

	Asset Name	Type	Year	Make	Model	Ambulatory Capacity	Wheelchair Capacity
1	16990	11 - Cutaway	2016	CHEVROLET	ARBOC 4500	22	2
2	16991	11 - Cutaway	2016	CHEVROLET	ARBOC 4500	22	2
3	16993	11 - Cutaway	2016	CHEVROLET	ARBOC 4500	22	2
4	17973	3 - Cutaway	2017	CHEVROLET	SPIRIT OF FREEDOM	10	2
5	17974	3 - Cutaway	2017	STARCRAFT	ALLSTAR E-450	14	4
6	18978	1 - Van	2018	DODGE	RAM 3500	8	0
7	18960	7 - Mini-Van	2018	DODGE	CARAVAN	3	1
8	18976	3 - Cutaway	2018	STARCRAFT	ALLSTAR E-450	22	1
9	20971	1 - Van	2020	DODGE	PROMASTER	8	0
10	20972	1 - Van	2020	DODGE	PROMASTER	8	0
11	20981	11 - Cutaway	2020	CHEVROLET	ARBOC 4500	22	2
12	20982	11 - Cutaway	2020	CHEVROLET	ARBOC 4500	22	2
13	20984	11 - Cutaway	2020	CHEVROLET	ARBOC 4500	22	2
14	21967	15 - Bus	2021	GILLIG	LOW FLOOR	24	2
15	22968	15 - Bus	2022	GILLIG	LOW FLOOR	24	2
16	23970	2 - Cutaway	2023	DODGE	RAM 3500	14	2
17	23992	11 - Cutaway	2023	CHEVROLET	ARBOC 4500	22	2

	Asset Name	Type	Year	Make	Model	Ambulatory Capacity	Wheelchair Capacity
18	24965	1 - Van	2024	DODGE	RAM 3500	8	2
19	24966	2 - Cutaway	2024	DODGE	RAM 3500	14	2
20	24969	2 - Cutaway	2024	DODGE	RAM 3500	14	2
21	24975	1 - Van	2024	DODGE	RAM 3500	8	2
22	24977	2 - Cutaway	2024	DODGE	RAM 3500	14	2
23	24979	2 - Cutaway	2024	DODGE	RAM 3500	14	2
24	24980	2 - Cutaway	2024	DODGE	RAM 3500	14	2
25	24983	1 - Van	2024	DODGE	RAM 3500	8	2
26	25985	1 - Van	2025	DODGE	RAM 3500	8	2
27	25986	1 - Van	2025	DODGE	RAM 3500	8	2
28	25987	7 - Mini-Van	2025	CHRYSLER	VOYAGER	5	1
29	25988	7 - Mini-Van	2025	CHRYSLER	VOYAGER	5	1

ON-TIME PERFORMANCE

Tyler Transit will perform reliably in accordance with accepted pickup windows, on-time performance standards have been established. A vehicle is considered “late” when it arrives thirty (30) minutes or more after the accepted pickup window. A vehicle is considered “early” if it departs one (1) minute or more prior to the scheduled pickup window. All other trips are considered “on time”.

On-Time Performance

Tyler Transit service areas that achieve an on-time performance score of 75 percent (75%) or less over a course of two (2) service changes will be reviewed and remedial action to improve performance will be put in place at the next service change.

DUPLICATION OF SERVICE

Service duplication occurs when two (2) or more service areas serve the same roadway. Duplication of service can sometimes be needed or unavoidable due to the presence of activity centers or the lack of alternate routing options. When services share the same street segment Tyler Transit will do the following:

Duplication of Service

If two (2) services use the same street, schedules should be adjusted to maximize frequency on the shared alignment.

SERVICE FREQUENCY AND SPAN

Service frequency is established to provide a sufficient number of vehicles to accommodate passenger volume at the most crowded location(s), during a given time period. On high ridership service areas, the frequency of service provided is a function of **demand and peak period loads**.

Service span refers to the hours that service is provided and defines the minimum period of time that service will operate at any point in the system.

Headways and Frequency

The policy headway for Tyler Transit **local and neighborhood routes** will be 30 minutes or better. **Crosstown services** will be no greater than 120 minutes in frequency during **peak or non-peak service**. In peak periods, 30-minute headways will be the norm on local routes unless low demand warrants less frequent service.

Service Span

Tyler Transit Services will operate between 6:00 a.m. and 8:00 p.m. Monday through Friday, and Saturday 9:00 a.m. through 6:00 p.m., Sundays Services Closed - Exceptions will be based on ridership and productivity to follow utilizing service change policies and procedures.

VEHICLE ASSIGNMENT

Tyler Transit vehicles shall be assigned to specific service types according to the following guidelines. Exceptions to this may take place based upon operational and scheduling practices to maintain optimal efficiency.

Vehicle Assignment

Fleet types should be assigned based on the service type it is intended to serve when feasible.

TITLE VI

Major Service Change Policy

All major service changes as specified by Tyler Transit in coordination with FTA are subject to a Title VI Equity Analysis prior to Transit Administration approval of the service change.

Tyler Transit will work to complete an equity analysis for a major service change and present to the public in the form of public meetings and to the City of Tyler Council for its consideration and included in the Title VI program with a record of action taken by the City Council.

A major service change is defined by Tyler Transit as: service elimination, change of a route in which is 25% or more revenue miles are adjusted to a different route. In addition, anytime there is a 25% or greater change in revenue hours or revenue miles, 25% or greater reduction in span of service or fare change all of which will constitute a major service change.

Disproportionate Burden Policy

Reference: *FTA C 4702.1B Chapter IV Requirements and Guidelines for Fixed Route Transit Providers*

Tyler Transit is not required to follow a Route Monitoring System, evaluating service and fare equity changes, provide service monitoring. If Tyler Transit operates 50 or more fixed route vehicles in peak service and is located in a UZA of 200, 000 or more in population the following policy will be utilized and implemented.

Service Planning Major Service Change Steps

STEP 1 Service change proposal development

STEP 2 Community involvement
 STEP 3 Schedule development
 STEP 4 Infrastructure needs
 STEP 5 Customer information and education
 STEP 6 Implementation

Disparate Impact Policy

Reference: *FTA C 4702.1B Chapter IV Requirements and Guidelines for Fixed Route Transit Providers*

Tyler Transit is not required to have a Disparate Impact Policy, evaluating service and fare equity changes, provide service monitoring. If Tyler Transit operates 50 or more fixed route vehicles in peak service and is located in a UZA of 200, 000 or more in population the following policy will be utilized and implemented.

REASONABLE MODIFICATION

Reasonable Modification Final Rule

49 CFR Parts 27 and 37 Transportation for Individuals with Disabilities; Reasonable Modification of Policies and Practices Effective July 13, 2015

Reasonable modification final rule was put in place by Office of the Secretary, U.S. Department of Transportation on July 13, 2015. The final rule is a basic tenet of disability law that is already in section 504 of the Rehabilitation Act a federal civil rights law and Department of Justice ADA regulations.

As there were no changes to the longstanding origin-to-destination requirement under §37.129(a) the base curb-to-curb policy is okay but assistance beyond the curb would be needed on an individual basis, consistent with 2005 Department of Transportation law guidance.

Reasonable Modification Definition

The definition of Reasonable Modification is fair and sensible; not extreme or excessive; possessing sound judgement; and the act or process of changing parts of something.

Reasonable Modification Requirement

Tyler Transit is required to make reasonable modification to policies, practices, and procedures to avoid discrimination and ensure that their programs are accessible to individuals with disabilities.

Within situations that may require reasonable modification, subject to the limitations discussed below, Tyler Transit must make reasonable modifications of its service in order to comply with the underlying requirements of the rule. The following provisions tell Tyler Transit the end they must achieve; the reasonable modification provision tells Tyler Transit how to achieve that end in situations in which normal policies and practices do not succeed in doing so.

Reasonable Modification Request Denial

As noted above, the responsibility of Tyler transit to make requested reasonable modifications is not without some limitations.

There are four classes of situations in which a request may legitimately be denied:

1. The first is where granting the request would **fundamentally alter Tyler Transit's services, programs, or activities.**
2. The second is where granting the request would create a **direct threat to the health or safety of others.**
3. The third is where without the requested modification, the individual with a disability is **able to fully use the Tyler Transit's services, programs, or activities for their intended purpose.**
4. The fourth, is where granting the request would **cause an undue financial and administrative burden.**

Reasonable Modification Examples

The examples included below are neither exhaustive nor exclusive. Tyler Transit may need to make determinations about requests for reasonable modification that are not described below.

Importantly, reasonable modification applies to Tyler Transits' own policies, practices, and not regulatory requirements contained in 49 CFR parts 27, 37, 38, and 39, such as complementary paratransit service going beyond 3/4 mile of an established bus stop, providing same day complementary paratransit service, etc.

Generally, Tyler Transit may offer reasonable accommodation for the examples below:

- Have operator pull up a reasonable distance from bus stop
- Help rider with fare media
- Allow passenger with medical condition to eat or drink to avoid adverse health consequences
- Pick up at hard to maneuver spots
- Pick up at specific entrances
- Assist in extreme weather

EXAMPLES

Snow and Ice

Except in extreme conditions that rise to the level of a direct threat to the driver or others, a passenger's request for a paratransit driver to walk over a pathway that has not been fully cleared of snow and ice should be granted so that the driver can help the passenger with a disability navigate the pathway. Safety and accessibility!

Pick Up and Drop Off Locations with Multiple Entrances

A paratransit rider's request to be picked up at home, but not at the front door of his or her home, should be granted, as long as the requested pick-up location does not pose a direct threat. Similarly, in the case of frequently visited public places with multiple entrances (*e.g.*, shopping malls, employment centers, schools, hospitals, airports), the paratransit operator should pick up and drop off the passenger at the entrance requested by the passenger, rather than meet them in a location that has been predetermined by Tyler Transit, again assuming that doing so does not involve a direct threat. Safety and accessibility!

Private Property

Paratransit passengers may sometimes seek to be picked up on private property (*e.g.*, in a gated community or parking lot, mobile home community, business or government facility where vehicle access requires authorized passage through a security barrier).

Even if the Tyler Transit paratransit division does not generally have a policy of picking up passengers on such private property, the paratransit operator should make every reasonable effort to gain access to such an area (*e.g.*, work with the passenger to get the permission of the property owner to permit access for the paratransit vehicle).

Tyler Transit paratransit division is not required to violate the law or lawful access restrictions to meet the passenger's requests. A public or private entity that unreasonably denies access to a paratransit vehicle may be subject to a complaint to the U.S. Department of Justice or U.S. Department of Housing and Urban Development for discriminating against services for persons with disabilities. Accessibility

Obstructions

For Tyler Transit services, a passenger's request for a driver to position the vehicle to avoid obstructions to the passenger's ability to enter or leave the vehicle at a designated stop location, such as parked cars, snow banks, and construction, should be granted so long as positioning the vehicle to avoid the obstruction **does not pose a direct threat**.

To be granted, such a request should result in the vehicle stopping in reasonably close proximity to the designated stop location. Tyler Transit is not required to pick up passengers with disabilities at non-designated locations. Tyler Transit would not have to establish flag stop or route-deviation policy, as this would be fundamental alterations to the system rather than reasonable modifications of a system.

Likewise, subject to the limitations discussed above, Tyler Transit should be flexible in establishing pick up and drop off points to avoid obstructions.

Fare Handling

A passenger's request for Tyler Transit personnel (*e.g.*, the driver, transit lobby staff) to handle the fare media when the passenger with a disability cannot pay the fare by the generally established means should be granted on all services (*e.g.*, in a situation where a bus passenger cannot reach or insert a fare into the farebox).

Transit personnel are not required to reach into pockets or backpacks in order to extract the fare media.

Eating and Drinking

If a passenger with diabetes or another medical condition requests to eat or drink aboard a vehicle or in a Tyler Transit Facility in order to avoid adverse health consequences, the request should be granted, even if Tyler Transit has a policy that prohibits eating or drinking.

Medicine

A passenger's request to take medication while aboard a fixed route or paratransit vehicle or in a Tyler Transit facility should be granted. For example, Tyler Transit will modify its policies to allow individuals to administer insulin injections and conduct finger stick blood glucose testing. Tyler Transit staff need not provide medical assistance, however, as this would be a fundamental alteration of their function.

Boarding Separately from Mobility Device

A mobility device user's request to board a vehicle separately from his or her device when the occupied weight of the device exceeds the design load of the vehicle lift should generally be granted. (Note, however, that under [§ 37.165\(b\)](#), entities are required to accommodate device or user loads and dimensions that exceed the former "common wheelchair" standard, as long as the vehicle and lift will accommodate them.)

Dedicated vehicles or special equipment in a vehicle

A paratransit passenger's request for special equipment (*e.g.*, the installation of specific hand rails or a front seat in a vehicle for the passenger to avoid nausea or back pain) can be denied so long as the requested equipment is not required by the Americans with Disabilities Act or the Department's rules.

Likewise, a request for a dedicated vehicle (*e.g.*, to avoid residual chemical odors) or a specific type or appearance of vehicle (*e.g.*, a sedan rather than a van, in order to provide more comfortable service) can be denied. In all of these cases, the U.S DOT views meeting the request as involving a fundamental alteration of the provider's service.

Exclusive or Reduced Capacity Paratransit Trips

A passenger's request for an exclusive paratransit trip may be denied as a fundamental alteration of the entity's services. Paratransit is by nature a shared-ride service.

Outside of the Service Area or Operating Hours

A person's request for service may be denied when honoring the request would require the Tyler Transit to travel outside of its service area or to operate outside of its operating hours. This request would not be a reasonable modification because it would constitute a fundamental alteration of the entity's service.

Personal Care Attendant (PCA)

While PCAs may travel with a passenger with a disability, Tyler Transit is not required to *provide* a personal care attendant or personal care attendant services to meet the needs of passengers with disabilities on scheduled trips.

For example, a passenger's request for a transportation entity's driver to remain with the passenger who, due to his or her disability, cannot be left alone without an attendant upon reaching his or her destination may be denied. It would be a fundamental alteration of the driver's function to provide PCA services of this kind.

Intermediate Stops

The U.S. DOT views granting a paratransit passenger's request for a driver to make an intermediate stop, where the driver would be required to wait, as optional.

For example, a passenger with a disability arranges to be picked up at a medical facility and dropped off at home. On the way, the passenger with a disability wishes to stop by a pharmacy and requests that the driver park outside of the pharmacy, wait for the passenger to return, and then continue the ride home.

While this can be a very useful service to the rider, and in some cases can save Tyler Transit's time and money (by scheduling and providing a separate trip to and from the drug store), such a stop in the context of a shared ride system is not required. Since paratransit is, by its nature, a shared ride system, requests that could disrupt schedules and inconvenience other passengers could rise to the level of a fundamental alteration.

Payment

A passenger's request for a driver to provide the transit service when the passenger with a disability cannot or refuses to pay the fare may be denied.

If Tyler Transit requires payment to ride, then to provide a free service would constitute a fundamental alteration of the entity's service.

Caring for Service Animals

A passenger's request that the driver take charge of a service animal may be denied. Caring for a service animal is the responsibility of the passenger or a PCA.

Opening Building Doors

For paratransit services, a passenger's request for the driver to open an exterior entry door to a building to provide boarding or alighting assistance to a passenger with a disability should generally be granted as long as providing this assistance would not pose a direct threat, or leave the vehicle unattended or out of visual observation for a lengthy period of time.

Note: that a request for “door-through-door” service (*i.e.*, assisting the passenger past the door to the building) generally would not need to be granted because it could rise to the level of a fundamental alteration.

Note: Please see guidance issued on this topic. U.S. Department of Transportation, *Origin-to-Destination Service*, September 1, 2005, available at

http://www.fta.dot.gov/12325_3891.html (explaining that, “the Department does not view transit providers' obligations as extending to the provision of personal services. . . . Nor would drivers, for lengthy periods of time, have to leave their vehicles unattended or lose the ability to keep their vehicles under visual observation, or take actions that would be clearly unsafe . . .”).

Exposing Vehicle to Hazards

If the passenger requests that a vehicle follow a path to a pick up or drop off point that would expose the vehicle and its occupants to hazards, such as running off the road, getting stuck, striking overhead objects, or reversing the vehicle down a narrow alley, the request can be denied as creating a direct threat.

Hard-to-Maneuver Stops

A passenger may request that a paratransit vehicle navigate to a pick-up point to which it is difficult to maneuver a vehicle. A passenger's request to be picked up in a location that is difficult, but not impossible or impracticable, to access should generally be granted as long as picking up the passenger does not expose the vehicle to hazards that pose a direct threat (*e.g.*, it is unsafe for the vehicle and its occupants to get to the pick-up point without getting stuck or running off the road).

Specific Drivers

A passenger's request for a specific driver may be denied. Having a specific driver is not necessary to afford the passenger the service provided by the transit operator.

Luggage and Packages

A passenger's request for a driver to assist with luggage or packages may be denied in those instances where it is not the normal policy or practice of Tyler Transit to assist with luggage or packages. Such assistance is a matter for the passenger or PCA, and providing this assistance would be a fundamental alteration of the driver's function.

Request to Avoid Specific Passengers

A paratransit passenger's request not to ride with certain passengers may be denied. Tyler Transit is a shared-ride service. As a result, one passenger may need to share the vehicle with people that he or she would rather not.

Navigating an Incline, or Around Obstacles

A paratransit passenger's request for a driver to help him or her navigate an incline (*e.g.*, a driveway or sidewalk) with the passenger's wheeled device should generally be granted. Likewise, assistance in traversing a difficult sidewalk (*e.g.*, one where tree roots have made the sidewalk impassible for a wheelchair) should generally be granted, as should assistance around obstacles (*e.g.*, snowdrifts, construction areas) between the vehicle and a door to a passenger's house or destination should generally

be granted.

These modifications would be granted subject, of course, to the provision that such assistance would not cause a direct threat, or leave the vehicle unattended or out of visual observation for a lengthy period of time.

Extreme Weather Assistance

A passenger's request to be assisted from his or her door to a vehicle during extreme weather conditions should generally be granted so long as the driver leaving the vehicle to assist would not pose a direct threat, or leave the vehicle unattended or out of visual observation for a lengthy period of time.

For example, in extreme weather (e.g., very windy or stormy conditions), a person who is blind or vision-impaired or a frail elderly person may have difficulty safely moving to and from a building.

Unattended Passengers

Where a passenger's request for assistance means that the driver will need to leave passengers aboard a vehicle unattended, transportation agencies should generally grant the request as long as accommodating the request would not leave the vehicle unattended or out of visual observation for a lengthy period of time, both of which could involve direct threats to the health or safety of the unattended passengers.

It is important to keep in mind that, just as a driver is not required to act as a PCA for a passenger making a request for assistance, so a driver is not intended to act as a PCA for other passengers in the vehicle, such that he or she must remain in their physical presence at all times.

Need for Return Trip Assistance

A passenger with a disability may need assistance for a return trip when he or she did not need that assistance on the initial trip.

For example, a dialysis patient may have no problem waiting at the curb for a ride to go to the dialysis center, but may well require assistance to the door on his or her return trip because of physical weakness or fatigue. To the extent that this need is predictable, it should be handled in advance, either as part of the eligibility process or the provider's reservations process. If the need arises unexpectedly, then it would need to be handled on an ad hoc basis.

The paratransit operator should generally provide such assistance, unless doing so would create a direct threat, or leave the vehicle unattended or out of visual observation for a lengthy period of time.

Five-Minute Warning or Notification of Arrival Calls

A passenger's request for a telephone call 5 minutes (or another reasonable interval) in advance or at time of vehicle arrival generally should be granted.

As a matter of courtesy, such calls are encouraged as a good customer service model and can prevent “no shows.” Oftentimes, these calls can be generated through an automated system. In those situations, where automated systems are not available and paratransit drivers continue to rely on hand-held communication devices (e.g., cellular telephones) drivers should comply with any State or Federal laws related to distracted driving.

Hand-Carrying

Except in emergency situations, a passenger's request for a driver to lift the passenger out of his or her mobility device should generally be denied because of the safety, dignity, and privacy issues implicated by hand-carrying a passenger. Hand-carrying a passenger is also a PCA-type service which is outside the scope of driver duties, and hence a fundamental alteration.

Reasonable Modification: What Is and What It Is Not?

Reasonable modification applies to Tyler Transit’s policies and practices, not the regulations themselves. Therefore, reasonable modification is not a need to exceed minimum service criteria.

Disallowed modification requests

Reasonable modifications requests may be accepted in some situations but as long as not limiting service to the public as below:

1. Fundamental alteration of service – A change so significant that it alters the nature of the service.
2. Direct threat to the health or safety of others – Clear and present danger to someone else.
3. Not needed by the requester to use the service – Without the requested modification, the individual with a disability is able to fully use the entity’s services, programs, or activities for their intended purpose.
4. Undue financial or administrative burden – Depends on facts circumstances of each individual case, burden of proof on Tyler Transit, Accommodation requested may be unreasonable based on more than one principle.

Reasonable modification approval or denial process

Tyler Transit will implement its own processes for making decisions and providing reasonable modifications (§37.169). Reasonable modification requests are not limited to use of the process below as they may be processed by Tyler Transit through the complaint process, paratransit eligibility process, general customer service, and operating personnel (when advance notice is impracticable).

Process

Tyler Transit’s reasonable modification process requirements will be readily available and accessible to the public, require advance notice; but when feasible, flexibility needed in handling requests only practicable on the spot.

Requesters must:

1. Describe what they need to use the service.
2. Do not need to use the phrase “reasonable modification”

Reasonable Modification Items to Consider

Flexibility – reasonable modification scenarios in this policy may evolve over time and initially require case-by-case assessment.

Some situations will always be on-the-spot such as non-scheduled obstructions at bus stops or eating and drinking or medication issues.

Federal Oversight

Oversight focus is on local process as Department of Transportation agencies such as the Federal Transit Administration retain the authority to review an entity's process as part of normal program oversight §37.169.

Reasonable modification requests are to be handled locally on individual requests.

Tracking

There are no federal requirements for separate tracking of reasonable modification requests as the rule assumes existing processes will be used.

Good Faith

All reasonable modification requests will be processed in good faith as Tyler Transit cannot routinely reject all requests regardless of merit.

Documenting Responses

Requests for reasonable modification shall be documented throughout Tyler Transit's processes such as in paratransit eligibility, complaint process, or other. It is the policy of Tyler Transit to provide a denial letter for request of reasonable modification if denied.

Local complaint procedure change

Existing complaint requirements in §27.13 were revised which previously said agencies must "promptly resolve" complaints. Now, agencies must also "promptly communicate" the response to the complainant, including the reasons for the response, and "document" the response, advertise the complaint process and ensure procedures are accessible mirrored in new §37.17.

SERVICE CHANGE PROCESS

Tyler Transit typically implements service changes to its bus service system annually if deemed necessary. The service change month typically take place in July, of every year, although Tyler Transit reserves the right to reschedule any service change to coincide with the change or implementation of any other Tyler Transit service and skip year(s) if service proves to have positive results.

Planning Process

Service changes for Tyler Transit services are initiated by **proposals generated by the realization of Tyler Transit goals and objectives and the identification of problems and issues** concerning Tyler Transit service.

- **Input and request for service changes** are taken from customers, citizens, and elected officials.
- Tyler Transit System Development staff conducts **research and analysis** of the input and request for service changes that are received. The research and analysis of service change requests that are conducted by Tyler Transit System Development staff takes no longer than 30 days to complete.
- Tyler Transit System Development staff will review the research and analysis conducted to **develop alternatives and create service change recommendations**.
- Reviews, research, and analysis of the Tyler Transit System Development staff is taken before all Tyler **Transit Advisory groups** for further review and approval.
- Tyler Transit staff reviews service change recommendations by **evaluating available budget and equipment resources** to determine when to implement certain service change recommendations, or if certain service changes recommendations can be implemented.

FARE AND SERVICE CHANGE PUBLIC COMMENT POLICY AND PROCEDURE

Purpose

To establish the policy and procedure for soliciting public comments regarding fare and service changes.

Policy

It is the policy of the Tyler Transit Department that an adequate process is in place to solicit and consider public comments before implementing a fare or service change on Tyler Transit services if major or outside FTA rules.

Procedure

A. Service Levels: Tyler Transit bases service on the approved annual operating budget as adopted by City of Tyler Council.

B. Fare Changes: All changes to Tyler Transit fares require approval through Tyler City Council.

C. Minor Service Changes: Minor service changes include service increases and schedule or service adjustments that do not meet the major service reduction threshold per FTA rules. A public meeting and public comment period are not required for minor service changes. Tyler Transit may hold public meetings to solicit feedback or a public information open house to inform Tyler Transit users of the proposed changes.

D. Major Service Reductions: Major Service Reductions require a public meeting and public comment period. A major service reduction is defined as follows:

- a) The elimination of a service zone,
- b) A decrease in at least 25 percent of an existing service zone, measured in square miles,
- c) The reduction in the span of service or frequency of service on any service zone by at least 25 percent, measured revenue hours, or,
- d) The reduction in regular days of service on any service zone.

The following activities are not considered a major service reduction:

- a) Service for special events,
- b) Added or reduced bus stops
- c) Routing changes to address construction or road closures, and
- d) Added or reduced service operated during emergencies

E. Program of Projects: The Program of Projects (POP) is the list of projects that Tyler Transit is proposing to undertake with Federal Transit Administration (FTA) formula funds. As required by the FTA, Tyler Transit must provide an opportunity for citizens to review and comment on the proposed POP. City of Tyler's Transportation Improvement Program (TIP) process is used to satisfy the public participation and public hearing process of the POP as required by 49 U.S.C. 5307.

RESPONSIBILITIES

A. Tyler Transit:

For public meetings or public information open houses conducted by Tyler Transit, the Transit Manager, or their designee, shall:

1. Assure that meetings and open houses are fair and open,
2. Assure that the meeting place is accessible to the elderly and persons with disabilities,
3. Address significant comments that oppose the Tyler Transit proposed changes,
4. In most cases, Tyler Transit responds in writing, when applicable, to public input. When comments are received as a result of a public comment period, a report on the disposition of comments is made to Disability Issue Review Board (DIRB) and Tyler Transit Management. The report can also be made available to the public upon request through the Open Records Act.
5. Provide adequate notice to City of Tyler residents. All Transit Department public meetings shall be advertised at least 72 hours before the public meeting. Meetings may be further advertised via on-bus notification, public service announcements, through www.cityoftyler.org, and media outlets to include newspapers, and
6. Public meeting advertisements will offer the opportunity for assistance with listening devices or interpreters with 48 hours' advance notice.

B. Tyler Transit:

Public participation activities for Tyler Transit shall:

1. State that the public participation activities and established timelines for public review and comments on the TIP will satisfy the POP requirements, and
2. The POP as presented during the TIP public participation process will serve as the final POP unless amended.

C. Tyler City Council:

The Tyler City Council must provide Tyler Transit with an annual operating budget according to procedures described in City of Tyler Code of Ordinances.

Public hearings conducted by Tyler City Council according to City of Tyler Code of Ordinances:

1. All meetings of Tyler City Council will be public,
2. Tyler City Council by ordinance shall adopt procedures for maximum reasonable public notice of all meetings,
3. At each such meeting the public shall have reasonable opportunity to be heard, and
4. No official action may be taken in executive sessions.



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. C-A-2

Date: June 11, 2025

Subject: Request that the City Council consider authorizing payment to the Texas Department of Transportation in the amount of \$51,668.17 for the 2020 Highway Safety Improvement Project entitled W MLK Jr. Blvd Signal and Crosswalk Improvements.

Item Reference: **City Council Agenda M-4, 7/28/21; R-1, 9/8/21; M-1, 9/22/21; C-A-20, 1/12/22; C-A-1, 5/25/22**

The Texas Department of Transportation (TxDOT), as part of their 2020 Highway Safety Improvement Program (HSIP) call for projects, approved several projects for the City of Tyler. The HSIP is federally funded. Projects located "on-system", which are TxDOT roadways, receive 90% of the construction cost from the federal government and 10% from TxDOT. Projects located "off-system" which are City streets receive 90% of the construction cost from the federal government and 10% from the City of Tyler. The City of Tyler is responsible for 100% of the engineering cost on all projects and construction cost above the federally approved amount for the "off-system" projects.

City Council approved these projects as part of the 2021/2022 One-Half Cent Sales Tax Capital Improvement Projects Program. On September 8, 2021 the City Council passed a resolution and authorized the City Manager to enter into an Advanced Funding Agreement (AFA) with the TxDOT that defined the scope of work, resource, and funding responsibilities of both TxDOT and the City needed to complete the 2020 HSIP projects.

The AFA defines certain tasks that will be performed by local TxDOT staff during the course of the project and the costs to the State for those tasks. An initial payment of \$7,705.12 for the W MLK Jr Blvd Signal and Crosswalk Improvements project was approved by council and made to TxDOT in January 2022 as part the executed AFA. A second payment to TxDOT, with the exception of any construction cost overruns, in the amount of \$24,204.33 was made to TxDOT prior to TxDOT receiving construction bids.

The project bids and ultimately the final construction came in higher than the federally funded amount. The federal funding amount for construction on this project was \$164,992.00. The final construction cost was \$223,177.95.

Per the AFA for this project, the City is responsible for 100% of the construction costs over the federally funded amount. The City received a final Statement of Cost for this project outlining the city's participation and final payment due. These costs include revised estimates of preliminary

engineering and construction costs that vary slightly from the approved AFA. The City's total participation for the project, not counting the City's engineering cost for full design, is \$83,577.62. After crediting the City's previous payments, the City is required to pay TxDOT \$51,668.17.

This was approved by the Half-Cent Sales Tax Board on June 10, 2025.

FUNDING: Half Cent Sales Tax Fund

RECOMMENDATION:

It is requested that the City Council authorize payment to the Texas Department of Transportation in the amount of \$51,668.17 for the 2020 Highway Safety Improvement Project entitled W MLK Jr. Blvd Signal and Crosswalk Improvements.

Attachments:

[2025.05.06 - TxDOT Letter](#)

Drafted/Recommended By:
Department Leader

Cameron L. Williams, PE, PTOE, PTP, Traffic Engineer

Edited/Submitted By:
City Manager



MAY 12 2025

125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

City Manager's Office

INVOICE
May 6, 2025

City of Tyler
ATTN: City Manager
212 N. Bonner Avenue
Tyler, TX 75702

Invoice #: LOC00083768
Project ID: 10091016165
Customer ID: 043500
Invoice Date: 05/06/2025
Due Date: 06/05/2025
Amount Due: 51,668.17

To Whom It May Concern:

The above reference project has been completed and accepted by the State. Final auditing by this office revealed additional funds due to the Texas Department of Transportation (TxDOT).

Please refer to the attached final Statement of Cost to see the breakdown of total construction costs, advanced payments received to cover the local's share of the estimated costs and the remaining balance due. Please remit a check made payable to the "Texas Department of Transportation" in the amount shown above within 30 days from receipt of this letter.

Forward all payments to:

Texas Department of Transportation
ATTN: Revenue Management
P.O. Box 149001
Austin, TX 78714-9001

To ensure proper credit to your account, please include the above referenced **10091016165** on all payments and/or correspondence. For clarity and tracking purposes, it is strongly suggested that this payment not be combined with any other transactions to TxDOT.

If you should have any questions concerning this matter, please refer to the district contact listed on the attached Statement of Cost.

Sincerely,

Financial Management Division

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

STATEMENT OF COST
City of Tyler

PROJECT	PRELIMINARY ENGINEERING	CONSTRUCTION	ENGINEERING	TOTAL
TxDOT PROJECT #				
10-0910-16-165	\$ 2,178.82	\$ 223,177.95	\$ 6,713.65	\$ 232,070.42

	% Participation	
Preliminary Engineering Portion Funded by Entity	100.00%	2,178.82
Construction Portion Funded by Entity	10.00%	16,499.20
Construction Engineering Portion Funded by Entity	100.00%	6,713.65
Construction Portion Funded by Entity (Over Fed Max)	100.00%	58,185.95
Total Amount Chargeable to Entity		<u>83,577.62</u>

Advanced Cash Payments	31,909.45
Less: Amount Chargeable	<u>(83,577.62)</u>
Amount of Money Due From Local Entity	\$ (51,668.17)

Certified Correct:

DocuSigned by

46853A261192450

3/31/2025

Eric Fisher, P.E.
Director, Transportation Planning and Development

Date



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. C-A-3

Date: June 11, 2025

Subject: Request that the City Council consider authorizing the City Manager to approve the partial release of the water easement on the Bellwood Addition Unit 1 that has been verified as no longer needed after construction of a new line.

Item Reference:

Development on the West Loop between Earl Campbell Parkway and Robertson Road is well underway and moving forward. As part of this development, a 16" waterline has been rerouted to be in the Robertson Road right-of-way west of Loop 323. As a result of this waterline relocation, the Partial Release of Easement has been requested and is recommended by staff where the previous water line was located.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to approve the partial release of the water easement on the Bellwood Addition Unit 1 that has been verified as no longer needed after construction of a new line.

Attachments:

[04.21.2025 - PARTIAL_RELEASE_OF_EASEMENT_AND_RIGHT_OF_WAY_Bellwood](#)

Drafted/Recommended By:

Department Leader Jacob Yanker, Project Engineer/ Kate Dietz P.E., Director of Water Utilities

Edited/Submitted By:
City Manager

PARTIAL RELEASE OF EASEMENT AND RIGHT-OF-WAY

STATE OF TEXAS §

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF SMITH §

WHEREAS, the document, recorded in Cabinet F, Slide 370-A of the Plat records of Smith County reflects a 20' Water Easement across Lots 6-A and 9 BELLWOOD ADDITON, UNIT 1 to the City of Tyler, Smith County, Texas; and

WHEREAS, the CITY OF TYLER, is the current owner of the easement and right-of-way, has been requested to release the afore-said right-of-way and easement but only insofar as it covers the property described in Exhibit "A", attached hereto:

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, the CITY OF TYLER, does hereby RELEASE, RELINQUISH, and SURRENDER the right-of-way and easement set out above which was recorded in Cabinet D, Slide 388-A, Smith County Records, but ONLY INsofar as said easement and right-of-way covers the property described in Exhibit "A", attached hereto and made a part hereof.

This release specifically releases the above-mentioned right-of-way and easement insofar as it covers the property described in Exhibit "A", but has no effect whatsoever on the easement and right-of-way insofar as it covers other properties described in the original instrument.

EXECUTED this _____ day of _____, 2023.

CITY OF TYLER

By: _____

Name: Edward Broussard

Title: City Manager

STATE OF TEXAS §

COUNTY OF SMITH §

This instrument was acknowledged before me on the ____ day of _____, 2023, by
_____, as _____ of the CITY OF TYLER.

[SEAL]

Curve Table					
Curve #	Delta	Length	Radius	Chord Bearing	Chord
C1	33° 58' 36"	570.77'	962.50'	N48° 08' 28"W	562.44'
C2	15° 59' 55"	207.19'	742.00'	N39° 09' 07"W	206.52'
C3	16° 00' 30"	239.44'	857.00'	N39° 09' 25"W	238.66'
C4	33° 58' 36"	502.57'	847.50'	S48° 08' 28"E	495.24'
C5	27° 25' 32"	405.67'	847.50'	N78° 50' 32"W	401.81'
C6	9° 23' 41"	138.96'	847.50'	N35° 51' 00"W	138.81'
C7	3° 33' 37"	52.66'	847.50'	N42° 19' 39"W	52.65'
C8	26° 18' 08"	389.05'	847.50'	N57° 15' 32"W	385.65'
C9	5° 16' 50"	78.11'	847.50'	N67° 46' 11"W	78.08'
C10	15° 13' 54"	34.56'	130.00'	N10° 32' 22"E	34.46'
C11	17° 26' 47"	158.34'	520.00'	N11° 38' 48"E	157.73'
C12	22° 32' 22"	78.68'	200.00'	N75° 40' 55"W	78.17'
C13	22° 08' 43"	327.56'	847.50'	N81° 28' 57"W	325.53'
C14	13° 13' 03"	119.96'	520.00'	S26° 58' 43"W	119.69'
C15	30° 43' 35"	252.05'	470.00'	S18° 13' 27"W	249.04'

Bearings are based on the Texas State Plane Coordinate System, North Central Zone, NAD 83. To convert to grid apply surface adjustment scale factor of 0.999930950.

Units are in U.S. Survey Feet.

PROPERTY OWNERS ASSOCIATION SHALL OWN, OPERATE AND MAINTAIN THE SHARED ACCESS EASEMENTS SHOWN HEREON.

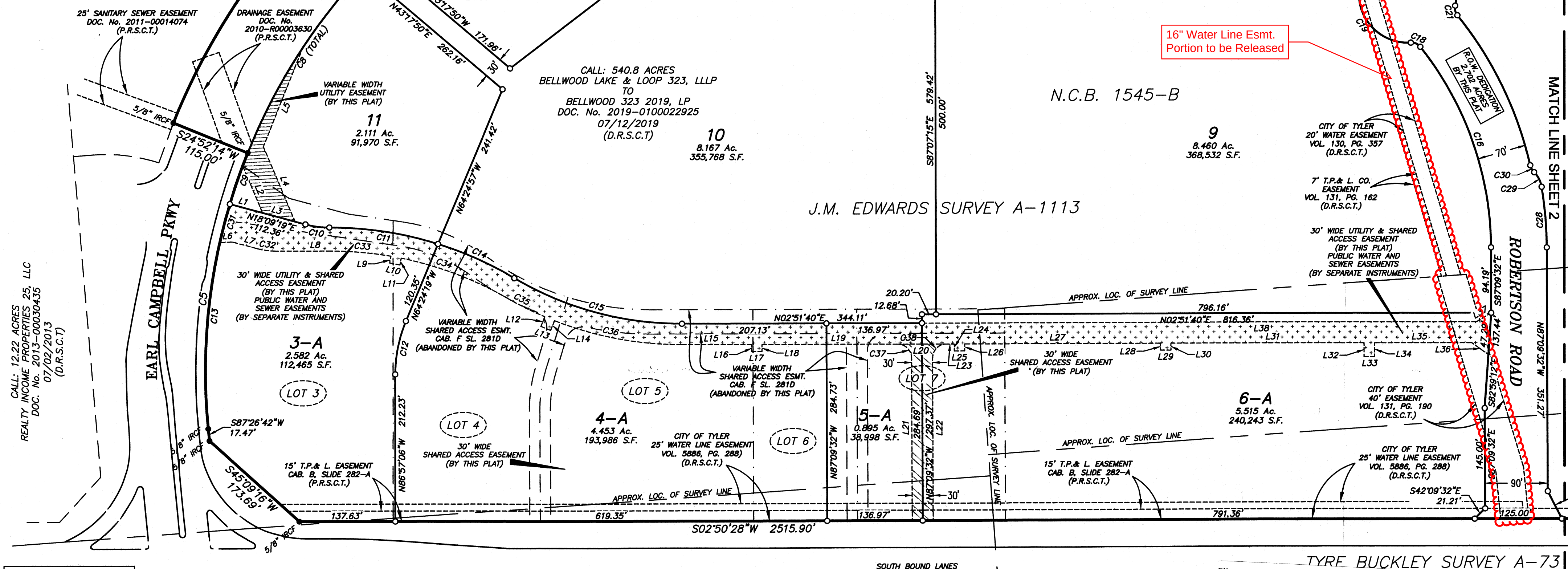
Curve Table					
Curve #	Delta	Length	Radius	Chord Bearing	Chord
C31	3° 54' 21"	57.77'	847.50'	S72° 21' 46"E	57.76'
C32	15° 18' 44"	26.72'	100.00'	N10° 29' 57"E	26.65'
C33	9° 57' 31"	89.51'	515.00'	N07° 49' 21"E	89.40'
C34	18° 17' 03"	164.35'	515.00'	N23° 36' 45"E	163.65'
C35	6° 43' 34"	58.70'	500.00'	N29° 23' 30"E	58.66'
C36	21° 26' 54"	187.17'	500.00'	N13° 35' 07"E	186.08'
C37	89° 58' 48"	31.41'	20.00'	N47° 51' 04"E	28.28'
C38	90° 01' 12"	31.42'	20.00'	N42° 08' 56"W	28.29'

Line Table		
Line #	Direction	Length
L6	N00° 00' 00"E	18.49
L7	N18° 09' 19"E	36.89
L8	N02° 50' 35"E	76.04
L9	S78° 21' 50"E	10.00
L10	N13° 38' 10"E	15.00
L11	N76° 21' 50"W	10.00
L12	S64° 49' 51"E	15.00
L13	N25° 10' 09"E	15.00
L14	N64° 49' 51"W	15.00
L15	N02° 51' 40"E	99.89
L16	S87° 08' 20"E	10.00
L17	N02° 51' 40"E	15.00
L18	N87° 08' 20"W	10.00
L19	N02° 51' 40"E	194.43
L20	N02° 51' 40"E	70.00
L21	S87° 09' 32"E	234.70
L22	N87° 09' 32"W	234.67

Line Table		
Line #	Direction	Length
L23	N02° 51' 40"E	11.28
L24	S87° 08' 20"E	10.00
L25	N02° 51' 40"E	15.00
L26	N87° 08' 20"W	10.00
L27	N02° 51' 40"E	280.51
L28	S87° 08' 20"E	10.00
L29	N02° 51' 40"E	15.00
L30	N87° 08' 20"W	10.00
L31	N02° 51' 40"E	277.04
L32	S87° 08' 20"E	20.00
L33	N02° 51' 40"E	15.00
L34	N87° 08' 20"W	20.00
L35	N02° 51' 40"E	139.33
L36	N38° 38' 11"E	29.36
L37	N28° 15' 57"W	24.53
L38	N02° 51' 40"E	795.36

Curve Table					
Curve #	Delta	Length	Radius	Chord Bearing	Chord
C16	38° 22' 53"	311.50'	465.00'	N73° 39' 01"E	305.70'
C18	55° 05' 54"	15.39'	16.00'	N26° 54' 38"E	14.80'
C19	129° 47' 52"	158.58'	70.00'	N64° 15' 37"E	126.78'
C20	207° 13' 58"	253.18'	70.00'	N77° 01' 20"W	136.07'
C21	52° 24' 33"	14.64'	16.00'	S80° 23' 24"W	14.13'
C22	13° 25' 53"	16.41'	70.00'	N80° 07' 16"W	16.37'
C23	74° 33' 15"	20.82'	16.00'	N49° 33' 34"W	19.38'
C24	10° 25' 44"	21.84'	120.00'	N07° 04' 05"W	21.81'
C25	77° 26' 06"	94.60'	70.00'	N12° 07' 24"W	87.57'
C26	47° 21' 38"	13.23'	16.00'	N02° 54' 50"E	12.85'
C27	18° 54' 46"	59.42'	180.00'	N11° 18' 36"W	59.15'
C28	9° 15' 19"	88.04'	545.00'	S88° 12' 48"W	87.94'
C29	35° 31' 35"	23.87'	38.50'	S65° 49' 21"W	23.49'
C30	31° 57' 40"	11.71'	21.00'	N64° 02' 24"E	11.56'

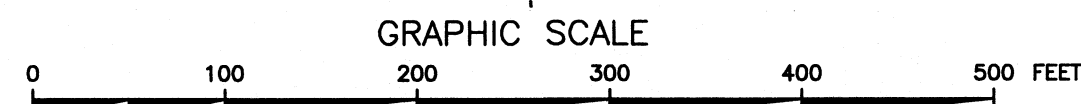
- DENOTES 1/2" IRON ROD (SET) WITH "SUMMIT" CAP, UNLESS OTHERWISE NOTED
- IRF DENOTES IRON ROD (FOUND) AS LABELED, UNLESS OTHERWISE NOTED



Line Table		
Line #	Direction	Length
L1	N18° 09' 19"E	48.87
L2	N70° 10' 10"E	73.49
L3	N18° 09' 19"E	48.33
L4	S70° 10' 10"W	117.22
L5	N65° 13' 26"W	153.35

ACCORDING TO "FIRM" COMMUNITY PANEL 48423C0355D, MAP REVISED APRIL 16, 2014, THE SUBJECT PROPERTY APPEARS LIES WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN) BASED ON THE SCALED LOCATION ON SAID PANEL. THIS IS NOT A DETERMINATION BY THIS SURVEY AS TO WHETHER OR NOT THE PROPERTY WILL ACTUALLY EXPERIENCE ANY FLOODING.

NOTICE-SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.



Filed for Record
in the Official Records Of:
Smith County
On: 1/18/2023 9:40:37 AM
In the PLAT Records

Karen Shipps
Smith County Clerk

Doc Number: 202301001427
Number of Pages: 2
Amount: 101.00
By: Platzer, Tammy



EET NO. 1 of 2

REVISIONS		
	DATE	BY
SUBMITTED FOR REVIEW	10/31/22	AAU
ADDRESS CITY COMMENTS	11/29/22	AAU
CAB F Slide 370 A		
1-18-23		

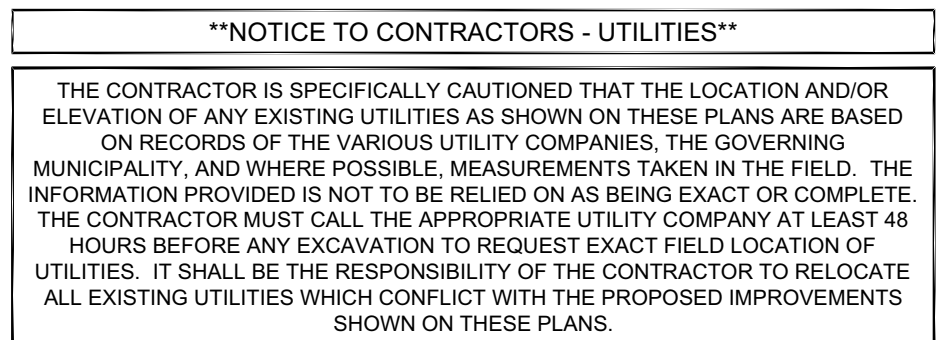
FINAL PLAT
BELLWOOD ADDITION, UNIT 1,
FIRST AMENDEMENT
SMITH COUNTY, TYLER, TEXAS



Summit Surveying, Inc.
Land Boundary • Topography • GPS • Geodetic
2040 Deerbrook Drive, Tyler, Texas 75703 • (903)-561-9544
TBPELS Firm No. 10081000

This drawing and all related documents, including those on electronic media, were prepared by Summit Surveying, Inc. (Summit) except as noted otherwise. The information shall be used only by the client to whom the services are rendered. Any other use of this drawing, including (without limitation) any reproduction or alteration, is strictly prohibited, and the user shall hold harmless and indemnify Summit from all liabilities which may arise from such unauthorized use. Such use shall sever any liabilities which may arise from the use or result of any such unauthorized use or changes.

PROJECT MGR.
JWC
PROJECT TECH.
AAU
CHECKED BY
JWC
JOB NO.
20-016

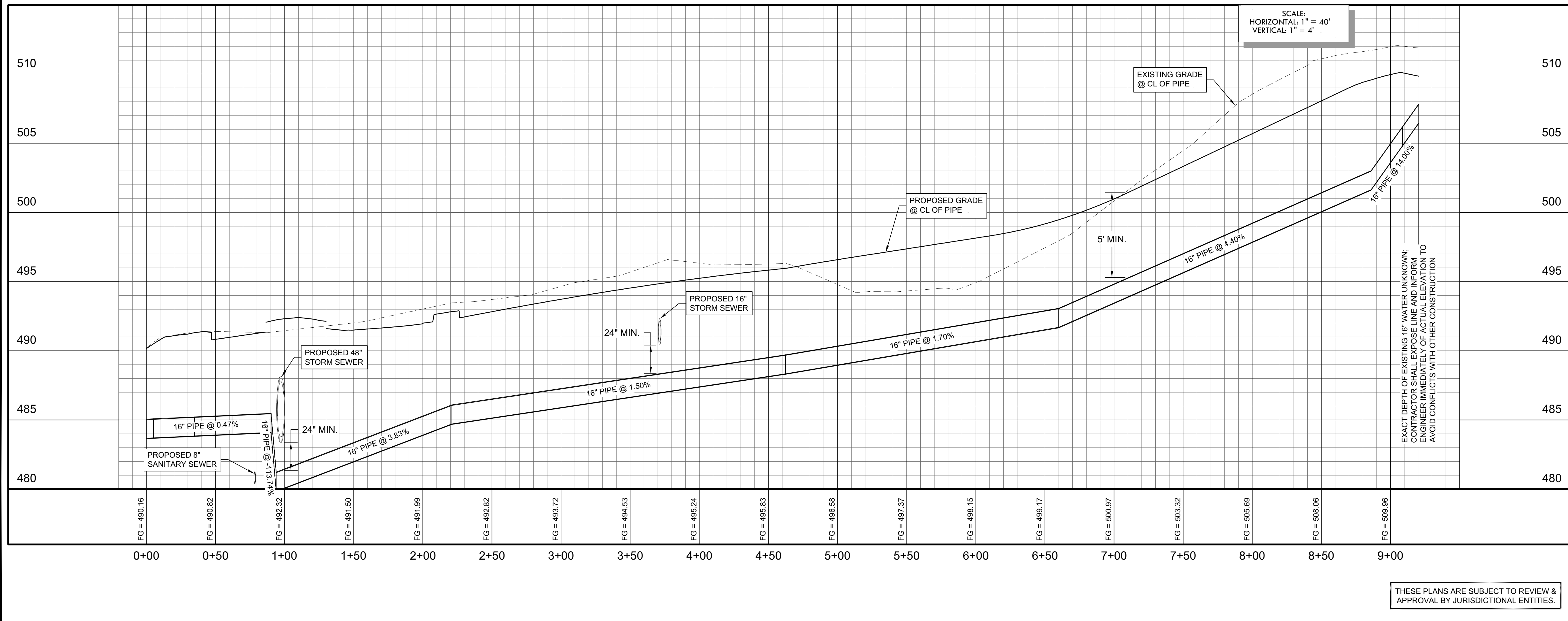


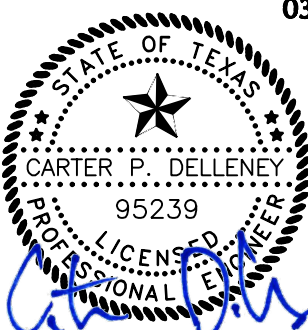
EXISTING OVERHEAD & UNDERGROUND UTILITIES IN THE VICINITY
VERIFY LOCATION OF EXISTING UNDERGROUND UTILITIES
BY VACUUM EXCAVATION OR OTHER POTHOLING TECHNIQUES.



Know what's **below**.
Call before you dig.

16" MAIN (WATERLINE B) STA 0+00 TO END



Date	Description	No.
Revisions		
		03/16/2023
LANGAN Langan Engineering and Environmental Services, Inc. 1101 ESE Loop 323, Suite 101 Tyler, TX 75701 T: 903.324.8400 www.langan.com TBPE FIRM REG. #F-13709		
Project		
BELLWOOD UNIT 1 - ROBERTSON AND WHITESIDE ROADS CITY OF TYLER SMITH COUNTY TEXAS		
Drawing Title		
PUBLIC WATER PLAN-PROFILE		
Project No.		C8.4
532011201		
Date		
03/08/2023		
Drawn By		
CC		
Checked By		
CPD		



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. C-A-4

Date: June 11, 2025

Subject: Request that the City Council consider authorizing the City Manager to ratify the expenditure of \$59,535.00 for the emergency replacement of two submersible lift station pumps located at the Lake Palestine Water Treatment Plant.

Item Reference:

The sewer lift station pumps at the Lake Palestine Water Treatment Plant failed, resulting in an emergency situation. To maintain the operation of the lift station, a bypass pump was installed while the replacement pumps and necessary supplies were procured and installed. The lift station at the Lake Palestine Water Treatment Plant (WTP) is responsible for conveying waste from the plant to the gravity sewer system, which is then sent to the Southside Wastewater Treatment Plant. Therefore, replacing the lift station was essential to ensure the continuous operation of the treatment plant.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to ratify the expenditure of \$59,535.00 for the emergency replacement of two submersible lift station pumps located at the Lake Palestine Water Treatment Plant.

Attachments:

[Hahn Equipment.pdf](#)

Drafted/Recommended By:
Department Leader

Shane Wheeler, Manager, Water Utilities Systems / Kate Dietz, P.E.,
Director of Utilities

Edited/Submitted By:
City Manager



HAHN EQUIPMENT CO., INC.
 5636 KANSAS
 HOUSTON, TX 77007
 (713) 868-3255 FAX: 713-868-9725

INVOICE

INVOICE NO.	PAGE
122047	1
INVOICE DATE	
05/15/25	

SOLD
TO

CITY OF TYLER
 ACCOUNTING DEPARTMENT
 mhoward@tylertexas.com
 PO BOX 2039
 TYLER, TX 75710
 US

SHIP
TO

TYLER LAKE PALESTINE WTP L/S

 TYLER, TX 75710
 US

ORDER NO.	ORDER DATE	CUSTOMER NO.	LOC.	SLSMN	PURCHASE ORD. NO.	JOB NUMBER	SHIP VIA	COL/PPD
4929448	04/29/25	B10079	01	8	ST744	CP-3998	HAHN EQUIPMENT	
QTY. ORDER/B.O.	QTY. SHIP/RETURN	ITEM NO./DESCRIPTION			UNIT PRICE	UOM DISC.	NET PRICE	

2.0000	2.0000	0031531850123				EA		
Serial No.	185-2460235	NP462-4 20/460/3 50' FLS FV						
2.0000	2.0000	185-2480146				EA		
2.0000	2.0000	O/M.						
2.0000	2.0000	OPERATION & MAINTENANCE MANUAL				EA		
Lot No.	18	00540 13 05						
2.0000	2.0000	DISCHARGE CONNECTION 4"						
		2.00						
Lot No.	18	PMR-2				EA		
2.0000	2.0000	PUMP MONITOR RELAY						
		2.00						
Lot No.	MPE	200				EA		
2.0000	2.0000	UPPER GUIDE BAR BRACKET, 2"						
		2.00						
Lot No.	17	260				EA		
2.0000	2.0000	2X6 IGBB W/ UBOLT						
		1000002287						
Lot No.	18	2.00						
60.0000	60.0000	SSCH-5/16				EA		
		5/16" LIFTING CHAIN						
		2-30' SECTIONAL						
		60.00						
Lot No.	18	220				EA		
6.0000	6.0000	SS 2" X 20' GUIDE RAIL						
		6.00						
Lot No.	18							

	COMMENTS:	SALE AMOUNT	
		MISC. CHARGES	
		FREIGHT	
		SALES TAX	
	TERMS:	TOTAL	
		AMOUNT RECEIVED	
		BALANCE DUE	

INVOICE

INVOICE NO.	PAGE
122047	2
INVOICE DATE	
05/15/25	



HAHN EQUIPMENT CO., INC.

5636 KANSAS
HOUSTON, TX 77007
(713) 868-3255 FAX: 713-868-9725

SOLD
TO

CITY OF TYLER
ACCOUNTING DEPARTMENT
mhoward@tylertexas.com
PO BOX 2039
TYLER, TX 75710
US

SHIP
TO

TYLER LAKE PALESTINE WTP L/S

TYLER, TX 75710
US

ORDER NO.	ORDER DATE	CUSTOMER NO.	LOC.	SLSMN	PURCHASE ORD. NO.	JOB NUMBER	SHIP VIA	COL/PPD
4929448	04/29/25	B10079	01	8	ST744	CP-3998	HAHN EQUIPMENT	
QTY. ORDER/B.O.	QTY. SHIP/RETURN	ITEM NO./DESCRIPTION				UNIT PRICE	UOM DISC.	NET PRICE

2.0000

2.0000

SS3/8SHACKLE
3/8" SHACKLE

EA

Lot No. 8

2.0000

2.0000

HEC-X6229
6" x 4" ESS REDUCER
ESSENTRIC REDUCER BLACK

EA

Lot No. W/C PALLET

2.00

	COMMENTS: FINAL INVOICE FOR THIS PROJECT 05/14/2025:MH 05/15/2025:AH TERMS: NET 30 DAYS	SALE AMOUNT	59,535.00
		MISC. CHARGES	.00
		FREIGHT	.00
		SALES TAX	.00
		TOTAL	59,535.00
		AMOUNT RECEIVED	.00
		BALANCE DUE	59,535.00



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. C-A-5

Date: June 11, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute a Capital Improvement Project (CIP) contract with Striping Technology, LP for the Old Jacksonville Highway and Capital Drive Traffic Signal project, for \$192,353.65.

Item Reference: **Council Agenda Item R-1, 4-30-2025; 2024 Half-Cent Sales Tax Work Plan**

The existing intersection of Capital Drive and FM 2493 (Old Jacksonville Highway) is unsignalized and serves industrial uses on the west side of FM 2493 and is the main point of access to/from FM 2493 for these industrial uses. Furthermore, the Brookshire Grocery Company (BGC) has a distribution facility on the east side of FM 2493 with its driveway for ingress/egress approximately 900 feet north of Capital Drive. BGC has expansion plans that include relocating their main driveway to be aligned with Capital Drive, those expansion plans are currently under construction.

Due to the realignment of the BGC driveway, a traffic signal was requested to be installed to facilitate the ingress/egress of large 18-wheelers and passenger vehicles into the facility. The signal also benefits the ingress/egress of industrial traffic on the west side of FM 2493.

The City conducted a traffic signal warrant in 2023 to determine if a traffic signal was appropriate. The existing traffic volumes from Capital Drive did warrant a traffic signal and the additional traffic anticipated from the BGC Distribution facility only further solidified the need for a future traffic signal.

The Texas Department of Transportation (TxDOT) has plans to widen FM 2493 to a six-lane divided facility. The plans include a traffic signal at FM 2493; however, that project is still under design and is currently not anticipated to begin construction until 2028. The need for a traffic signal to provide safer and more efficient ingress/egress for both the industrial traffic and future BGC traffic is needed sooner than the project currently under design by TxDOT.

To meet current and future needs, the City of Tyler has worked with BGC and the TxDOT to install a traffic signal at this location. BGC has funded engineering design services for a span wire traffic signal and purchased permanent steel mast arm traffic signal poles for installation with the TxDOT FM 2493 project.

The City will take ownership of the permanent steel mast arm traffic signal poles through a donation agreement with BGC and then transfer the poles to TxDOT for installation at a future date.

This project was advertised for bids on May 9, 2025 and bids were opened on May 27, 2025. Two bids were received and are summarized below:

- * Striping Technology, LP = \$192,353.65
- * Florida Traffic Control Devices, Inc. = \$218,861.18

The Engineer's Estimate was \$243,887.70.

The Half-Cent Sales Tax Board authorized funds for construction on June 10, 2025.

FUNDING: Half Cent Sales Tax Fund

RECOMMENDATION:

It is requested that the City Council authorize the City Manager to execute a Capital Improvement Project (CIP) contract with Striping Technology, LP for the Old Jacksonville Highway and Capital Drive Traffic Signal project, for \$192,353.65.

Attachments:

[Bid Tabulation](#)

Drafted/Recommended By:

Department Leader

Cameron L. Williams, P.E., PTOE, PTP, Traffic Engineer

Edited/Submitted By:

City Manager

Old Jacksonville Highway and Capital Drive
Bid # 25-034 Bid Tabulation

Bid Item	Total Quantity	Unit	Item Description	Engineer's Estimate		Bidder #1- Striping		Bidder #2 - Florid Traffic	
				Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
0500 7001	1	LS	MOBILIZATION	\$ 30,000.00	\$ 30,000.00	\$ 20,000.00	\$ 20,000.00	\$ 21,178.23	\$ 21,178.23
0502 7001	2	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	\$ 16,766.60	\$ 33,533.20	\$ 1,700.00	\$ 3,400.00	\$ 3,249.39	\$ 6,498.78
0618 6046	94	LF	CONDT (PVC) (SCH 80) (2")	\$ 50.00	\$ 4,700.00	\$ 19.00	\$ 1,786.00	\$ 27.57	\$ 2,591.58
0618 7064	10	LF	CONDT (PVC) (SCH 80) (4")	\$ 45.25	\$ 452.50	\$ 72.50	\$ 725.00	\$ 46.11	\$ 461.10
0618 7082	140	LF	CONDT (RM) (3")	\$ 126.80	\$ 17,752.00	\$ 42.50	\$ 5,950.00	\$ 84.41	\$ 11,817.40
0620 7009	114	LF	ELEC CONDR (NO.6) BARE	\$ 2.91	\$ 331.74	\$ 3.10	\$ 353.40	\$ 3.12	\$ 355.68
0620 7010	50	LF	ELEC CONDR (NO.6) INSULATED	\$ 3.17	\$ 158.50	\$ 4.75	\$ 237.50	\$ 4.18	\$ 209.00
0621 7004	608	LF	TRAY CABLE (3 CONDR) (8 AWG)	\$ 2.67	\$ 1,623.36	\$ 8.50	\$ 5,168.00	\$ 2.71	\$ 1,647.68
0624 7007	1	EA	GROUND BOX TY D (162922)	\$ 1,800.00	\$ 1,800.00	\$ 2,060.00	\$ 2,060.00	\$ 1,284.58	\$ 1,284.58
0625 7001	1116	LF	ZINC-COAT STL WIRE STRAND (3/16")	\$ 2.20	\$ 2,455.20	\$ 5.00	\$ 5,580.00	\$ 5.38	\$ 6,004.08
0625 7004	1690	LF	ZINC-COAT STL WIRE STRAND (3/8")	\$ 2.35	\$ 3,971.50	\$ 6.20	\$ 10,478.00	\$ 6.75	\$ 11,407.50
0627 7003	4	EA	TIMBER POLE (CL 2) 40 FT	\$ 3,500.00	\$ 14,000.00	\$ 4,900.00	\$ 19,600.00	\$ 2,600.91	\$ 10,403.64
0666 7024	899	LF	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	\$ 3.50	\$ 3,146.50	\$ 2.50	\$ 2,247.50	\$ 5.26	\$ 4,728.74
0666 7036	144	LF	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	\$ 9.45	\$ 1,360.80	\$ 7.75	\$ 1,116.00	\$ 16.29	\$ 2,345.76
0666 7042	4	EA	REFL PAV MRK TY I (W)(ARROW)(100MIL)	\$ 175.00	\$ 700.00	\$ 200.00	\$ 800.00	\$ 420.23	\$ 1,680.92
0666 7066	4	EA	REFL PAV MRK TY I (W)(WORD)(100MIL)	\$ 222.50	\$ 890.00	\$ 300.00	\$ 1,200.00	\$ 630.34	\$ 2,521.36
0666 7172	490	LF	REFL PAV MRK TY II (W) 6" (BRK)	\$ 0.60	\$ 294.00	\$ 1.00	\$ 490.00	\$ 2.10	\$ 1,029.00
0666 7175	39	LF	REFL PAV MRK TY II (W) 6" (SLD)	\$ 0.60	\$ 23.40	\$ 1.00	\$ 39.00	\$ 2.10	\$ 81.90
0666 7179	899	LF	REFL PAV MRK TY II (W) 8" (SLD)	\$ 3.00	\$ 2,697.00	\$ 2.00	\$ 1,798.00	\$ 4.21	\$ 3,784.79
0666 7184	144	LF	REFL PAV MRK TY II (W) 24" (SLD)	\$ 5.00	\$ 720.00	\$ 4.00	\$ 576.00	\$ 8.40	\$ 1,209.60
0666 7186	4	EA	REFL PAV MRK TY II (W) (ARROW)	\$ 120.00	\$ 480.00	\$ 100.00	\$ 400.00	\$ 210.12	\$ 840.48
0666 7194	4	EA	REFL PAV MRK TY II (W) (WORD)	\$ 125.00	\$ 500.00	\$ 200.00	\$ 800.00	\$ 420.23	\$ 1,680.92
0666 7213	1630	LF	REFL PAV MRK TY II (Y) 6" (SLD)	\$ 1.04	\$ 1,695.20	\$ 1.00	\$ 1,630.00	\$ 2.10	\$ 3,423.00
0666 7408	490	LF	RE PM W/RET REQ TY I (W)6"(BRK)(100MIL)	\$ 1.01	\$ 494.90	\$ 2.00	\$ 980.00	\$ 4.21	\$ 2,062.90
0666 7411	39	LF	RE PM W/RET REQ TY I (W)6"(SLD)(100MIL)	\$ 1.22	\$ 47.58	\$ 2.00	\$ 78.00	\$ 4.21	\$ 164.19
0666 7423	1630	LF	RE PM W/RET REQ TY I (Y)6"(SLD)(100MIL)	\$ 1.47	\$ 2,396.10	\$ 2.00	\$ 3,260.00	\$ 4.21	\$ 6,862.30
0672 7006	54	EA	REFL PAV MRKR TY II-C-R	\$ 6.54	\$ 353.16	\$ 10.00	\$ 540.00	\$ 21.01	\$ 1,134.54
0677 7002	1830	LF	ELIM EXT PAV MRK & MRKS (6")	\$ 1.06	\$ 1,939.80	\$ 1.50	\$ 2,745.00	\$ 3.15	\$ 5,764.50
0677 7009	4	EA	ELIM EXT PAV MRK & MRKS (ARROW)	\$ 98.31	\$ 393.24	\$ 100.00	\$ 400.00	\$ 210.12	\$ 840.48
0677 7015	2	EA	ELIM EXT PAV MRK & MRKS (WORD)	\$ 98.46	\$ 196.92	\$ 100.00	\$ 200.00	\$ 210.12	\$ 420.24
0678 7002	2159	LF	PAV SURF PREP FOR MRK (6")	\$ 1.00	\$ 2,159.00	\$ 1.00	\$ 2,159.00	\$ 2.10	\$ 4,533.90
0678 7004	899	LF	PAV SURF PREP FOR MRK (8")	\$ 3.20	\$ 2,876.80	\$ 1.00	\$ 899.00	\$ 2.10	\$ 1,887.90
0678 7008	144	LF	PAV SURF PREP FOR MRK (24")	\$ 2.00	\$ 288.00	\$ 3.00	\$ 432.00	\$ 6.30	\$ 907.20
0678 7009	4	EA	PAV SURF PREP FOR MRK (ARROW)	\$ 43.00	\$ 172.00	\$ 75.00	\$ 300.00	\$ 157.59	\$ 630.36
0678 7016	4	EA	PAV SURF PREP FOR MRK (WORD)	\$ 51.00	\$ 204.00	\$ 75.00	\$ 300.00	\$ 157.59	\$ 630.36
0680 7005	1	EA	INS HY TRF SIG (DPT SUP CNT & CAB)(ISO)	\$ 50,000.00	\$ 50,000.00	\$ 36,000.00	\$ 36,000.00	\$ 32,516.93	\$ 32,516.93
0682 7001	8	EA	VEH SIG SEC (12")LED(GRN)	\$ 335.00	\$ 2,680.00	\$ 471.00	\$ 3,768.00	\$ 484.33	\$ 3,874.64
0682 7002	4	EA	VEH SIG SEC (12")LED(GRN ARW)	\$ 335.00	\$ 1,340.00	\$ 471.00	\$ 1,884.00	\$ 484.33	\$ 1,937.32
0682 7003	8	EA	VEH SIG SEC (12")LED(YEL)	\$ 335.00	\$ 2,680.00	\$ 471.00	\$ 3,768.00	\$ 484.33	\$ 3,874.64
0682 7004	8	EA	VEH SIG SEC (12")LED(YEL ARW)	\$ 335.00	\$ 2,680.00	\$ 471.00	\$ 3,768.00	\$ 484.33	\$ 3,874.64
0682 7005	8	EA	VEH SIG SEC (12")LED(RED)	\$ 335.00	\$ 2,680.00	\$ 471.00	\$ 3,768.00	\$ 484.33	\$ 3,874.64
0682 7006	4	EA	VEH SIG SEC (12")LED(RED ARW)	\$ 335.00	\$ 1,340.00	\$ 471.00	\$ 1,884.00	\$ 484.33	\$ 1,937.32
0682 7042	8	EA	BACKPLATE W/REF BRDR(3 SEC)(VENT)ALUM	\$ 180.00	\$ 1,440.00	\$ 299.00	\$ 2,392.00	\$ 385.57	\$ 3,084.56
0682 7043	4	EA	BACKPLATE W/REF BRDR(4 SEC)(VENT)ALUM	\$ 200.00	\$ 800.00	\$ 394.00	\$ 1,576.00	\$ 429.69	\$ 1,718.76
0684 7031	789	LF	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	\$ 2.25	\$ 1,775.25	\$ 3.50	\$ 2,761.50	\$ 3.96	\$ 3,124.44
0684 7033	793	LF	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	\$ 3.51	\$ 2,783.43	\$ 4.75	\$ 3,766.75	\$ 5.18	\$ 4,107.74
0684 7079	140	LF	TRF SIG CBL (TY C)(12 AWG)(2 CONDR)	\$ 3.20	\$ 448.00	\$ 4.00	\$ 560.00	\$ 2.39	\$ 334.60
503 7001	14	DAY	PORTABLE CHANGEABLE MESSAGE SIGN	\$ 162.83	\$ 2,279.62	\$ 195.00	\$ 2,730.00	\$ 469.74	\$ 6,576.36
503 7001	1	LS	CONSTRUCTION CONTINGENCY	\$ 25000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
Totals:				\$ 243,887.70			\$ 192,353.65		\$ 218,861.18



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. C-A-6

Date: June 11, 2025

Subject: Request that the City Council consider authorizing the City Manager to approve a reconciliation change order that will reduce the contract amount by \$90,074.36 and the release of final retainage payment in the amount of \$9,198.50 to Reynolds & Kay, LTD for the 2021 Creek Crossing Reroutes & Repairs.

Item Reference: **Bid 22-041, Consent Decree, Civil Action No. 6:17-cv-29 effective April 10, 2017**

In 2017, the City of Tyler entered into a Consent Decree with the Environmental Protection Agency (EPA) to address the City's aging wastewater collection system and resulting discharges. The Consent Decree became effective on April 10, 2017. As a part of this Consent Decree, condition assessments are being performed on the sanitary sewer collection system. The assessments began in 2017; staff has elected to consolidate the inspections of the gravity mainlines from the allotted eight (8) year period to a seven (7) year period, and inspections of the manholes are spread out over a five (5) year period.

This project includes the repair of one sanitary sewer main and reroute of approximately 2,556 linear feet of gravity sewer main with new sewer line, manholes, and appurtenances.

On October 12, 2022, the City Council authorized the award of the 2021 Creek Crossing Reroutes & Repairs, Bid 22-041. The original award amount was \$1,055,409.00. The rehabilitation work has been successfully completed at a total cost of \$965,334.64, resulting in the project being \$90,074.36 under the original contract amount.

Original Project Cost: \$1,055,409.00
Final Project Cost: \$965,334.64 (~9% decrease)

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to execute a contract with Reynolds & Kay, LTD in the amount of \$1,055,409.00 for the 2021 Creek Crossing Reroutes & Repairs.

Attachments:

[Creek Crossing Reroutes & Repairs Final RCO.pdf](#)
[Creek Crossing Re-Routes Close Out Documents.pdf](#)

Drafted/Recommended By:
Department Leader

Tiffany Currie, P.E. Project Engineer / Kate Dietz, P.E. Director of
Utilities

Edited/Submitted By:
City Manager

RECONCILIATION CONTRACT CHANGE ORDER
CHANGE ORDER NO. #01

PROJECT NAME:

2021 Creek Crossing Re-Route and Repair

DATE:

5/19/2025

CONTRACTOR:

Reynolds and Kay, LTD

BID NUMBER: 22-041

Item No.	Work Items	Qty	Units	Unit Price	SOV	Qty Complete to Date	Amount Complete to Date	Difference in Bid Qty	Difference in Bid Amount
1	Mobilization, Insurance, and Bonds	1	LS	#####	\$	112,000.00	1.00 \$ 112,000.00	0	\$ -
2	Barricades, Signs, and Traffic Handling	1	LS	\$ 25,000.00	\$	25,000.00	1.00 \$ 25,000.00	0	\$ -
3	Right-of-Way Preparation and Access	3	AC	\$ 15,000.00	\$	38,100.00	2.54 \$ 38,100.00	0	\$ -
4	Storm Water Pollution Prevention Plan	1	LS	\$ 15,000.00	\$	15,000.00	1.00 \$ 15,000.00	0	\$ -
5	Care of Water During Construction	1	LS	\$ 16,000.00	\$	16,000.00	1.00 \$ 16,000.00	0	\$ -
6	Temporary Plugs and Bypass Pumping	1	LS	\$ 6,000.00	\$	6,000.00	1.00 \$ 6,000.00	0	\$ -
7	Gravity Sewer Line and Manhole Testing	1	LS	\$ 35,000.00	\$	35,000.00	1.00 \$ 35,000.00	0	\$ -
8	14" Steel Encasement with Pipe Supports by Open Cut	210	LF	\$ 260.00	\$	54,600.00	210.00 \$ 54,600.00	0	\$ -
9	Pipe Supports on Existing Sewer Line	2	EA	\$ 2,000.00	\$	4,000.00	2.00 \$ 4,000.00	0	\$ -
10	Remove and Dispose Existing Sewer Line and Install New 8" Sanitary Sewer Pipe	467	LF	\$ 95.00	\$	44,365.00	361.00 \$ 34,295.00	-106	\$ (10,070.00)
11	Remove and Dispose Existing Sewer Line and Install New 10" Sanitary Sewer Pipe	0	LF	\$ 215.00	\$	-	185.00 \$ 39,775.00	185	\$ 39,775.00
12	Install 6" Sanitary Sewer Pipe	30	LF	\$ 120.00	\$	3,600.00	33.00 \$ 3,960.00	3	\$ 360.00
13	Install 8" Sanitary Sewer Pipe	882	LF	\$ 80.00	\$	70,560.00	881.00 \$ 70,480.00	-1	\$ (80.00)
14	Install New 12" ADS HPE Pipe	10	LF	\$ 100.00	\$	1,000.00	10.00 \$ 1,000.00	0	\$ -
15	48-in Diameter Manhole Over Existing Line	7	EA	\$ 5,000.00	\$	35,000.00	4.00 \$ 20,000.00	-3	\$ (15,000.00)
16	48-in Diameter Drop Manhole Over Existing Line	2	EA	\$ 5,700.00	\$	11,400.00	1.00 \$ 5,700.00	-1	\$ (5,700.00)
17	48-in Diameter Manhole	9	EA	\$ 4,500.00	\$	40,500.00	7.00 \$ 31,500.00	-2	\$ (9,000.00)
18	Remove and Replace RCP Pipe	8	LF	\$ 100.00	\$	800.00	8.00 \$ 800.00	0	\$ -
19	Remove and Replace 48-in Diameter Manhole	2	EA	\$ 8,000.00	\$	16,000.00	2.00 \$ 16,000.00	0	\$ -
20	Abandon Existing Manhole	3	EA	\$ 1,600.00	\$	4,800.00	2.00 \$ 3,200.00	-1	\$ (1,600.00)
21	Service Line Reconnection	4	EA	\$ 1,000.00	\$	4,000.00	4.00 \$ 4,000.00	0	\$ -
22	Connect to Existing Manhole	1	EA	\$ 3,000.00	\$	3,000.00	1.00 \$ 3,000.00	0	\$ -
23	Connect to Existing Sewer Line	1	EA	\$ 2,000.00	\$	2,000.00	5.00 \$ 10,000.00	4	\$ 8,000.00
24	Cut and Plug Existing Sanitary Sewer Line	16	EA	\$ 900.00	\$	14,400.00	7.00 \$ 6,300.00	-9	\$ (8,100.00)
25	Encase 10" Sewer Main with Flowable Fill	0	LF	\$ 60.00	\$	-	0.00 \$ -	0	\$ -
26	Remove and Replace Wood Privacy Fence	0	LF	\$ 110.00	\$	-	0.00 \$ -	0	\$ -
27	Remove and Replace Chainlink Fence	418	LF	\$ 80.00	\$	33,440.00	60.00 \$ 4,800.00	-358	\$ (28,640.00)
28	Sawcut and Repair Concrete Channel	7	SY	\$ 650.00	\$	4,550.00	7.00 \$ 4,550.00	0	\$ -
29	Sawcut and Repair Asphalt Pavement	249	SY	\$ 110.00	\$	27,390.00	153.00 \$ 16,830.00	-96	\$ (10,560.00)
30	Sawcut and Repair Concrete Curb and Gutter	100	LF	\$ 70.00	\$	7,000.00	45.00 \$ 3,150.00	-55	\$ (3,850.00)
31	Remove and Dispose Existing Manhole	2	EA	\$ 2,900.00	\$	5,800.00	2.00 \$ 5,800.00	0	\$ -
32	Remove and Dispose of Tree	0	EA	\$ 1,100.00	\$	-	0.00 \$ -	0	\$ -
33	Remove and Dispose of Sewer Line	204	LF	\$ 31.00	\$	6,324.00	100.00 \$ 3,100.00	-104	\$ (3,224.00)
34	Remove, Salvage and Reinstall Net Wire Fence	83	LF	\$ 60.00	\$	4,980.00	0.00 \$ -	-83	\$ (4,980.00)
35	Remove, Salvage and Reinstall Sign Assembly	0	EA	\$ 600.00	\$	-	0.00 \$ -	0	\$ -
36	Type R Modified Rock Rip Rap	339	CY	\$ 265.00	\$	89,835.00	309.00 \$ 81,885.00	-30	\$ (7,950.00)
37	Hydromulch	2	AC	\$ 3,500.00	\$	7,000.00	2.00 \$ 7,000.00	0	\$ -
38	Erosion Control Matting	211	SY	\$ 3.00	\$	633.00	220.00 \$ 660.00	9	\$ 27.00
39	Rock Check Dam	1	EA	\$ 1,200.00	\$	1,200.00	1.00 \$ 1,200.00	0	\$ -
40	Site Work and Grading	200	CY	\$ 46.00	\$	9,200.00	190.00 \$ 8,740.00	-10	\$ (460.00)
41	Excavation Safety	1	LS	\$ 10,000.00	\$	10,000.00	1.00 \$ 10,000.00	0	\$ -
42	Foundation Material for Trench	62	CY	\$ 50.00	\$	3,100.00	48.00 \$ 2,400.00	-14	\$ (700.00)
43	Trench Safety - Sanitary Sewer	1460	LF	\$ 1.00	\$	1,460.00	1,460.00 \$ 1,460.00	0	\$ -
44	Miscellaneous Allowance	1	LS	\$ 22,614.00	\$	22,614.00	0.00 \$ -	-1	\$ (22,614.00)
45	Remove and Replace Concrete Curb and Gutter - Alexandria Pl	1	LS	\$ 1,831.00	\$	1,831.00	1.00 \$ 1,831.00	0	\$ -
46	18" Steel Encasement with Pipe Supports by Open Cut	60	LF	\$ 318.00	\$	19,080.00	60.00 \$ 19,080.00	0	\$ -
47	48" Diameter Manhole Base	1	LS	\$ 2,433.60	\$	2,433.60	1.00 \$ 2,433.60	0	\$ -
48	City requested compensation for North Grand Pavement Repairs	1	LS	\$ 45,485.04	\$	45,485.04	1.00 \$ 45,485.04	0	\$ -
49	Additional Mobilization	1	LS	\$ 5,000.00	\$	5,000.00	1.00 \$ 5,000.00	0	\$ -

RECONCILIATION CONTRACT CHANGE ORDER
CHANGE ORDER NO. #01

PROJECT NAME: 2021 Creek Crossing Re-Route and Repair DATE: 5/19/2025

CONTRACTOR: Reynolds and Kay, LTD BID NUMBER: 22-041

Item No.	Work Items	Qty	Units	Unit Price	SOV	Qty Complete to Date	Amount Complete to Date	Difference in Bid Qty	Difference in Bid Amount
50	14-in Steel Encasement with Pipe Supports by Open Cut	20	LF	\$ 305.00	\$ 6,100.00	20.00	\$ 6,100.00	0	\$ -
51	Removing Existing Sewer Line and Install New 10-in Sanitary Sewer Line	71	LF	\$ 245.00	\$ 17,395.00	71.00	\$ 17,395.00	0	\$ -
52	Install new 8" Sanitary Sewer Pipe	291	LF	\$ 91.00	\$ 26,481.00	277.00	\$ 25,207.00	-14	\$ (1,274.00)
53	48-in Diameter Manhole	2	LF	\$ 5,100.00	\$ 10,200.00	3.00	\$ 15,300.00	1	\$ 5,100.00
54	Abandon Existing Manhole	1	EA	\$ 1,900.00	\$ 1,900.00	0.00	\$ -	-1	\$ (1,900.00)
55	Service Line Reconnection	4	EA	\$ 1,200.00	\$ 4,800.00	2.00	\$ 2,400.00	-2	\$ (2,400.00)
56	Connect to Existing Manhole	3	EA	\$ 3,400.00	\$ 10,200.00	2.00	\$ 6,800.00	-1	\$ (3,400.00)
57	Cut and Plug Existing Sanitary Sewer Line	2	EA	\$ 1,100.00	\$ 2,200.00	2.00	\$ 2,200.00	0	\$ -
58	Encase 10" Sewer Main with Flowable Fill	71	LF	\$ 80.00	\$ 5,680.00	0.00	\$ -	-71	\$ (5,680.00)
59	Remove and Replace Wood Privacy Fence	55	LF	\$ 125.00	\$ 6,875.00	0.00	\$ -	-55	\$ (6,875.00)
60	Sawcut and Repair Concrete Channel	11	SY	\$ 730.00	\$ 8,030.00	0.00	\$ -	-11	\$ (8,030.00)
61	Sawcut and Repair Asphalt Pavement	309	SY	\$ 142.00	\$ 43,878.00	377.00	\$ 53,534.00	68	\$ 9,656.00
62	Sawcut and Repair Concrete Curb and Gutter	30	LF	\$ 80.00	\$ 2,400.00	41.00	\$ 3,280.00	11	\$ 880.00
63	Remove and Dispose of tree	2	EA	\$ 1,200.00	\$ 2,400.00	1.00	\$ 1,200.00	-1	\$ (1,200.00)
64	Remove and Dispose of Sewer Line	151	LF	\$ 35.00	\$ 5,285.00	151.00	\$ 5,285.00	0	\$ -
65	Remove, Salvage and Reinstall Sign Assembly	1	EA	\$ 700.00	\$ 700.00	1.00	\$ 700.00	0	\$ -
66	Foundation Material for Trench	16	CY	\$ 75.00	\$ 1,200.00	12.00	\$ 900.00	-4	\$ (300.00)
67	Trench Saftey - Sanitary Sewer	362	LF	\$ 2.00	\$ 724.00	362.00	\$ 724.00	0	\$ -
68	16" Steel Encasement with Open Cut	60	LF	\$ 425.00	\$ 25,500.00	55.00	\$ 23,375.00	-5	\$ (2,125.00)
69	Select Fill Hauled-In, Loose	60	CY	\$ 66.00	\$ 3,960.00	240.00	\$ 15,840.00	180	\$ 11,880.00
70	Remove Existing Manhole	1	EA	\$ 2,900.00	\$ 2,900.00	1.00	\$ 2,900.00	0	\$ -
71	Sawcut, Remove & Replace Concrete Driveway	7	SY	\$ 160.00	\$ 1,120.00	6.75	\$ 1,080.00	-0.25	\$ (40.00)
				\$ 1,055,409.00		\$ 965,334.64		\$ (90,074.36)	

Original contract price: 1,055,409.00
Change in contract price from previous change orders:
Change in contract price due to this change order: \$ (90,074.36)
Adjusted contract price to date: 965,334.64 -8.53%

Original contract end date / days:
Change in contract days from previous change orders:
Change in contract days due to this change order:
Adjusted contract days to date:

RECOMMENDED FOR APPROVAL: Kate Dietz, P.E.
Director of Utilities _____ Date _____

ACCEPTED: Reynolds and Kay LTD
Contractor _____ Date _____

REVIEWED: City Attorney's Office _____ Date _____

APPROVED: Edward Broussard
City Manager _____ Date _____

AGENDA ITEM NUMBER: _____
DATE APPROVED BY COUNCIL: _____

Section 12 CONTRACTOR'S AFFIDAVIT OF BILLS PAID

THE STATE OF TEXAS

§
§
§

CONTRACTOR'S AFFIDAVIT OF BILLS PAID CAPITAL IMPROVEMENT PROJECT (CIP) CONTRACTS

COUNTY OF SMITH

§
§

Tex. Prop. Code Ann. § 53.085(a)

THIS AFFIDAVIT is made for the purpose of obtaining balance due from City of Tyler, "CITY", on the construction work described herein provided the **CONTRACTOR** has fully performed his contractual obligations under the terms of the AGREEMENT.

I, McHenry Giffin [Name of Affiant], do solemnly swear or affirm that I am the legal representative of REYNOLDS + KAY LTD. [Contractor's Company / Corporation Name], the City of TYLER, the County of SMITH, the State of TEXAS, and that the work for the construction of the project designated below has been satisfactorily completed:

City of Tyler Bid
Number

22-041

Project Name

2021 Creek Crossing Reroutes and Repairs

Additionally, I do solemnly swear or affirm:

☒ All bills for materials, supplies, apparatus, fixtures, machinery, labor, subcontractors, laborers and materialmen used in connection with the construction of this project have been fully paid.

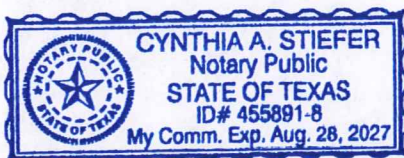
OR

☐ The following bills have **not** been fully paid (☐ attach additional pages if necessary):

<u>Name</u>	<u>Amount</u> <u>Owed</u>	<u>Telephone</u>	<u>Address</u>
	\$		
	\$		
	\$		

McHenry Giffin
Signature of Contractor

Sworn to and subscribed before me by Affiant on the 13th day of May, 2025.



Cynthia A. Stiefer
Notary Public In and For The State of Texas

My Commission Expires: 8/28/2027

Cynthia A. Stiefer
Notary's Printed Name

Section 14 WAIVER AND RELEASE

THE STATE OF TEXAS § **CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT**

§
§
§
§
§
§

PURSUANT TO

AGREEMENT

AND/OR

COUNTY OF SMITH § **PURSUANT TO TEX. PROPERTY CODE § 53.284
FORMS FOR WAIVER AND RELEASE OF LIEN OR PAYMENT
BOND CLAIM**

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

City of Tyler Bid 22-041

Number

Project Name 2021 Creek Crossing Reroutes and Repairs

On receipt by the signer of this document of a check from THE CITY OF TYLER TEXAS [Maker of Check] in the sum of \$ 9,198.50 payable to REYNOLDS + KAY LTD. [Payee(s) of Check] and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Tyler, Texas [Owner] located at Various Locations in the City of Tyler, TX. [Location] to the following extent: 2021 CREEK CROSSING REROUTES + REPAIRS [Job Description].

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to City of Tyler, Texas [Person with Whom Signer Contracted].

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date 5/13/25
REYNOLDS + KAY LTD. (Company name)

By [Signature] (Signature)

(Title)
VICE PRESIDENT OF LF KAY MANAGEMENT, LLC,
GENERAL PARTNER



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. C-A-7

Date: June 11, 2025

Subject: Request that the City Council consider adopting a Resolution consenting to the addition of territory to the boundaries of the East Texas Municipal Utility District of Smith County.

Item Reference:

Between September 2014, and February 2019, the East Texas Municipal Utility District of Smith County ("District"), formerly Smith County Municipal Utility District No. 1, purported to add seven tracts of land (the "Properties") located in the City's extraterritorial jurisdiction ("ETJ") into the District's boundaries pursuant to petitions of the owners of the seven tracts. Consent by the City is required pursuant to Texas Local Government Code before a District may add territory that is located in the City's ETJ, and the District neither sought nor obtained the City's consent before granting the petitions.

Pursuant to the Interlocal Agreement ("ILA") entered into between the City and the District, the City agreed to consider consenting to the addition of the Properties into the District and agreed to allow the District to provide water service to the area.

State law allows the City to include conditions on consent, and the resolution includes conditions from the ILA, requirements that all facilities be constructed according to plans approved by the City, and conditions on any bonds issued in the future by the District related to providing service to the Property.

RECOMMENDATION:

It is recommended that the City Council adopt a Resolution consenting to the addition of territory to the boundaries of the East Texas Municipal Utility District of Smith County with conditions.

Attachments:

[CONSENT RESOLUTION \(7 Tracts\).pdf](#)

Drafted/Recommended By:

Department Leader Kate Dietz, P.E. / Director of Utilities

Edited/Submitted By:

City Manager

RESOLUTION NO. R-2022-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER,
TEXAS CONSENTING TO THE ADDITION OF TERRITORY TO THE
BOUNDARIES OF THE EAST TEXAS MUNICIPAL UTILITY DISTRICT
OF SMITH COUNTY**

WHEREAS, between September, 2014, and February, 2019, the East Texas Municipal Utility District of Smith County (“District”) purported to annex seven tracts of land located in the City’s extraterritorial jurisdiction (“ETJ”) to the District’s boundaries pursuant to petitions of landowners (the “Petitioners”), which petitions are attached hereto as Exhibit “A”; and,

WHEREAS, the seven tracts of land (the “Properties”) are located within the extraterritorial jurisdiction of the City of Tyler, Texas (the “City”); and

WHEREAS, Section 42.0425, Texas Local Government Code, as amended, requires that a political subdivision such as the District may not add land that is located in the extraterritorial jurisdiction of a municipality unless the governing body of the municipality gives its written consent by ordinance or resolution, subject to certain allowable conditions; and

WHEREAS, the City Council finds and determines that it is in the public interest to grant consent to the addition of the Properties to the District, taking into consideration the public health, safety, and general welfare; and

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

Part 1. That the findings and recitals contained in the preamble of this Resolution are determined to be true and correct and are hereby adopted as part of this Resolution.

Part 2. The City Council officially finds, determines, recites and declares that a sufficient notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Part 3. The City Council of the City hereby specifically gives its written consent, as provided by Section 42.0425, Texas Local Government Code, as amended, to the District's annexation of the Properties.

Part 4. The consent of the City is subject to the following conditions as authorized by Section 42.0425(a), Texas Local Government Code and Sections 54.016(e) and 54.0165(a), Texas Water Code:

After the date of this resolution,

(1) the District will not add additional territory to its boundaries except with the prior written consent of the City;

(2) the District shall construct all new facilities to serve the Properties in accordance with plans and specifications that have been approved by the City;

(3) the City shall have the right to inspect all facilities being constructed by the District to serve the Properties;

(4) the City shall have the right to review and approve the District's bonds and notes relating to the provision of service to the Properties prior to issuance, including refunding bonds, which shall, unless otherwise agreed to by the City, comply with the following requirements, provided such requirements do not generally render the bonds unmarketable:

a. maximum maturity of 25 years for any one series of bonds;

b. interest rate that does not exceed 2% above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one month period next preceding the date notice of the sale of such bonds is given; and

c. expressly provide that the District shall reserve the right to redeem bonds at any time subsequent to the tenth (10th) anniversary of the date of issuance, without premium.

Part 5. The consent of the City to the addition of the Properties to the District does not in any way release the Properties from the extraterritorial jurisdiction of the City nor alter or affect the terms and conditions of the Interlocal Agreement Regarding Utility Services effective February 26, 2025.

Part 6. The terms and provisions of this Resolution shall be deemed to be severable and if the validity of any section, subsection, sentence, clause, or phrase of this Resolution should be declared to be invalid, the same shall not affect the validity of any other section, subsection, sentence, clause, or phrase of this Resolution

Part 7. That this ordinance shall take effect immediately upon its passage and approval by the Mayor and Council.

PASSED, APPROVED AND ADOPTED on this ____ day of _____, 2025.

DON WARREN, MAYOR
OF THE CITY OF TYLER

ATTEST:

APPROVED:

CASSANDRA BRAGER, CITY CLERK

DEBORAH PULLUM, CITY ATTORNEY

Exhibit A

PETITION FOR ANNEXATION

STATE OF TEXAS }
COUNTY OF SMITH }

TO: Board of Directors,
Smith County Municipal
Utility District #1
Smith County, Texas

FROM:

William Allen
12189 CR-336
Tyler TX 75708

Pursuant to Section 51.714 of the Texas Water Code, petition is hereby made by the undersigned landowner for annexation into Smith County Municipal Utility District #1 for all purposes, the real property described by metes and bounds in Attachment "A" of this petition, also specifically incorporated herein for all purposes.

Petitioner would also request that after notice is given, pursuant to Section 51.714 of the Texas Water Code, the Board grant a hearing on this petition. After reviewing all the supporting evidence, Petitioner hereby considered to be of benefit to the District and that the water supply and other improvements are sufficient to supply the added territory without injuring the land already in the District, that the Board approve the annexation of territory without conditions and be incorporated into Smith County Municipal Utility District #1 herein for all purposes.

Petitioner would also request that the annexed area shall bear its pro rata share of all bonds, notes, or other obligations or taxes that may be owed, contracted, or authorized by the Smith County Municipal Utility District #1 to which it is been added.

Respectfully Submitted,

William Allen

LAND OWNER

This instrument was acknowledged before me the undersigned authority, on the 9th day of Sept.
by William E. Allen, who was personally known to me.

Guadalupe S. Aparicio
NOTARY PUBLIC

(SEAL)

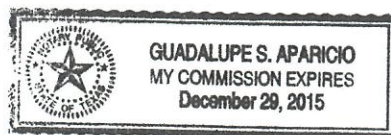
Be it ordered and ordained:

Whereas: the Board of Directors by a vote of _____ for,

and _____ against. **Therefore:** the Board of Directors approve this petition and do annex for all purposes this territory into the Smith County Municipal Utility District #1 this _____ day of _____, 20____

W.L. Souder
Jimmie Boultinghouse

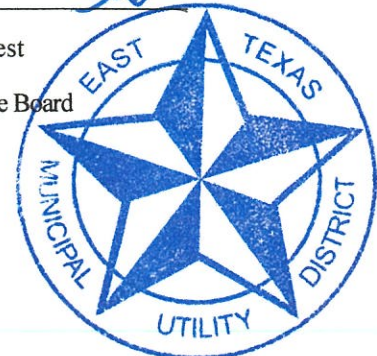
Jimmie Boultinghouse
President of the Board



(SEAL)

William Allen
Royce West

Royce West
Secretary of the Board



PETITION FOR ANNEXATION

STATE OF TEXAS }
COUNTY OF SMITH }

TO: Board of Directors,
Smith County Municipal
Utility District #1
Smith County, Texas

FROM:

Bruce L. Roberts
6701 Gleneagles
Tyler, Texas
75703

Pursuant to Section 51.714 of the Texas Water Code, petition is hereby made by the undersigned landowner for annexation into Smith County Municipal Utility District #1 for all purposes, the real property described by metes and bounds in Attachment "A" of this petition, also specifically incorporated herein for all purposes.

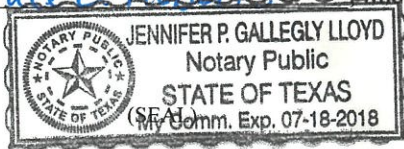
Petitioner would also request that after notice is given, pursuant to Section 51.714 of the Texas Water Code, the Board grant a hearing on this petition. After reviewing all the supporting evidence, Petitioner hereby considered to be of benefit to the District and that the water supply and other improvements are sufficient to supply the added territory without injuring the land already in the District, that the Board approve the annexation of territory without conditions and be incorporated into Smith County Municipal Utility District #1 herein for all purposes.

Petitioner would also request that the annexed area shall bear its pro rata share of all bonds, notes, or other obligations or taxes that may be owed, contracted, or authorized by the Smith County Municipal Utility District #1 to which it is been added.

Respectfully Submitted,

[Signature]
LAND OWNER

This instrument was acknowledged before me the undersigned authority, on the 5 day of November by Bruce L. Roberts who was personally known to me.



[Signature]
NOTARY PUBLIC

Be it ordered and ordained:

Whereas: the Board of Directors by a vote of _____ for,

and _____ against. **Therefore:** the Board of Directors approve this petition and do annex for all purposes this territory into the Smith County Municipal Utility District #1 this _____ day of November, 2015.

[Signature]
W.L. Snider
Jimmie Boultinghouse

President of the Board

[Signature]
William S. Davis
Royce West

Secretary of the Board

(SEAL)



20190100024485

12162 STATE HWY 155 N.
TYLER, TEXAS 75708
903-877-3644

PETITION FOR ANNEXATION

STATE OF TEXAS }
COUNTY OF SMITH }

TO: Board of Directors,
East Texas Municipal
Utility District
Smith County, Texas

FROM: Terry D. Warren
Regg | machine mfg
10893 Hwy 271
Tyler Tx. 75708

Pursuant to Section 51.714 of Texas Water Code, Petition is hereby made by the undersigned landowner for annexation into East Texas Municipal Utility District for all purposes, the real property described by metes and bounds in Attachment "A" of this petition, also specifically incorporated herein for all purposes.

Petitioner would also request that after notice is given, pursuant to Section 51.714 of the Texas Water Code, the Board grant a hearing on his petition. After reviewing all the supporting evidence, Petitioner hereby considered to be of benefit to the District and that the water supply and other improvements are sufficient to supply the added territory without injuring the land already in the District, that the Board approve the annexation of territory without conditions and be incorporated into East Texas Municipal Utility district herein for all purposes.

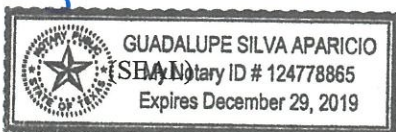
Petitioner would also request that the annexed area shall bear its pro rata share of all bonds, notes, or other obligations or taxes that may be owed, contracted, or authorized by the East Texas Municipal Utility District to which it is been added.

Respectfully Submitted,

Terry D. Warren

LAND OWNER

This instrument was acknowledged before me the undersigned authority, on the 01/30 day of 2019 by Terry Warren, who was personally known to me.



[Signature]
NOTARY PUBLIC

Be it ordered and ordained: Whereas: the Board of Directors by a vote of 4 for. And 0 against.

Therefore: the Board of Directors approve this petition and do annex for all purposes this territory into the East Texas Municipal Utility District his 31 day of January, 2019.

W.L. Snider

W.L. SNIDER

President of the Board

Rita M. Cline

RITA CLINE

Secretary of the Board

(SEAL)



12162 STATE HWY 155 N.
TYLER, TEXAS 75708
903-877-3644

PETITION FOR ANNEXATION

STATE OF TEXAS }
COUNTY OF SMITH }

TO: Board of Directors,
 East Texas Municipal
 Utility District
 Smith County, Texas

FROM: Rick Sage
Sage & Cross/PCS
10809 Hwy 271 N
Tyler, Tx 75708

Pursuant to Section 51.714 of Texas Water Code, Petition is hereby made by the undersigned landowner for annexation into East Texas Municipal Utility District for all purposes, the real property described by metes and bounds in Attachment "A" of this petition, also specifically incorporated herein for all purposes.

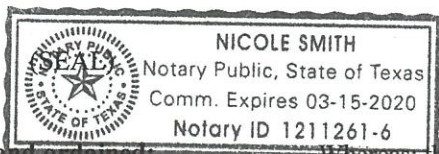
Petitioner would also request that after notice is given, pursuant to Section 51.714 of the Texas Water Code, the Board grant a hearing on his petition. After reviewing all the supporting evidence, Petitioner hereby considered to be of benefit to the District and that the water supply and other improvements are sufficient to supply the added territory without injuring the land already in the District, that the Board approve the annexation of territory without conditions and be incorporated into East Texas Municipal Utility district herein for all purposes.

Petitioner would also request that the annexed area shall bear its pro rata share of all bonds, notes, or other obligations or taxes that may be owed, contracted, or authorized by the East Texas Municipal Utility District to which it is been added.

Respectfully Submitted,

LAND OWNER

This instrument was acknowledged before me the undersigned authority, on the 1st day of Feb., 2019 by Rick Sage, who was personally known to me.



NOTARY PUBLIC

Be it ordered and ordained: Whereas the Board of Directors by a vote of 4 for. And 0 against.

Therefore: the Board of Directors approve this petition and do annex for all purposes this territory into the East Texas Municipal Utility District his 11th day of April, 2019.

W.L. Snider

W.L. SNIDER

President of the Board

Rita M. Cline

RITA CLINE

Secretary of the Board

(SEAL)



12162 STATE HWY 155 N.
TYLER, TEXAS 75708
903-877-3644

PETITION FOR ANNEXATION

STATE OF TEXAS }
COUNTY OF SMITH }

TO: Board of Directors,
 East Texas Municipal
 Utility District
 Smith County, Texas

FROM: Rick Sage
Locos Pick & Pull
10310 CR 383
Tyler, TX 75708

Pursuant to Section 51.714 of Texas Water Code, Petition is hereby made by the undersigned landowner for annexation into East Texas Municipal Utility District for all purposes, the real property described by metes and bounds in Attachment "A" of this petition, also specifically incorporated herein for all purposes.

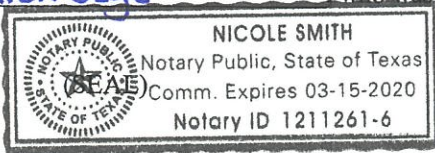
Petitioner would also request that after notice is given, pursuant to Section 51.714 of the Texas Water Code, the Board grant a hearing on his petition. After reviewing all the supporting evidence, Petitioner hereby considered to be of benefit to the District and that the water supply and other improvements are sufficient to supply the added territory without injuring the land already in the District, that the Board approve the annexation of territory without conditions and be incorporated into East Texas Municipal Utility district herein for all purposes.

Petitioner would also request that the annexed area shall bear its pro rata share of all bonds, notes, or other obligations or taxes that may be owed, contracted, or authorized by the East Texas Municipal Utility District to which it is been added.

Respectfully Submitted,

LAND OWNER

This instrument was acknowledged before me the undersigned authority, on the 1st day of Feb 2019 by Rick Sage who was personally known to me.



Nicole Smith

NOTARY PUBLIC

Be it ordered and ordained:

Whereas: the Board of Directors by a vote of 4 for. And 0 against.

Therefore: the Board of Directors approve this petition and do annex for all purposes this territory into the East Texas Municipal Utility District his 11th day of April, 2019.

W.L. Snider

W.L. SNIDER

President of the Board

Rita M Cline

RITA CLINE

Secretary of the Board

(SEAL)

PETITION FOR ANNEXATION

STATE OF TEXAS }
COUNTY OF SMITH }

TO: Board of Directors,
 East Texas Municipal
 Utility District
 Smith County, Texas

FROM: Eldred & Patti Peeples
10948 C.R. 337
Tyler, TX 75708

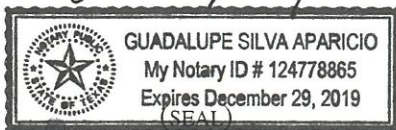
Pursuant to Section 51.714 of the Texas Water Code, petition is hereby made by the undersigned landowner for annexation into East Texas Municipal Utility District for all purposes, the real property described by metes and bounds in Attachment "A" of this petition, also specifically incorporated herein for all purposes.

Petitioner would also request that after notice is given, pursuant to Section 51.714 of the Texas Water Code, the Board grant a hearing on this petition. After reviewing all the supporting evidence, Petitioner hereby considered to be of benefit to the District and that the water supply and other improvements are sufficient to supply the added territory without injuring the land already in the District, that the Board approve the annexation of territory without conditions and be incorporated into East Texas Municipal Utility District herein for all purposes.

Petitioner would also request that the annexed area shall bear its pro rata share of all bonds, notes, or other obligations or taxes that may be owed, contracted, or authorized by the East Texas Municipal Utility District to which it is been added.

Respectfully Submitted,
Patti Peeples
LAND OWNER

This instrument was acknowledged before me the undersigned authority, on the 6 day of April 2017 by Pattijoe Peeples/Eldred Peeples who was personally known to me.



G. Aparicio
NOTARY PUBLIC

Be it ordered and ordained:

Whereas: the Board of Directors by a vote of 5 for, and 0 against. **Therefore:** the Board of Directors approve this petition and do annex for all purposes this territory into the East Texas Municipal Utility District this Aug. day of 21, 20 17.

W.L. Snider

W.L. SNIDER
President of the Board

William S. Davis

William S. Davis
Secretary of the Board

(SEAL)



12162 STATE HWY 155 N.
TYLER, TEXAS 75708
903-877-3644

PETITION FOR ANNEXATION

STATE OF TEXAS }
COUNTY OF SMITH }

TO: Board of Directors,
East Texas Municipal
Utility District
Smith County, Texas

FROM: Barbara Bradley
10780 CR 383
Tyler, Tx 75708

Pursuant to Section 51.714 of Texas Water Code, Petition is hereby made by the undersigned landowner for annexation into East Texas Municipal Utility District for all purposes, the real property described by metes and bounds in Attachment "A" of this petition, also specifically incorporated herein for all purposes.

Petitioner would also request that after notice is given, pursuant to Section 51.714 of the Texas Water Code, the Board grant a hearing on his petition. After reviewing all the supporting evidence, Petitioner hereby considered to be of benefit to the District and that the water supply and other improvements are sufficient to supply the added territory without injuring the land already in the District, that the Board approve the annexation of territory without conditions and be incorporated into East Texas Municipal Utility district herein for all purposes.

Petitioner would also request that the annexed area shall bear its pro rata share of all bonds, notes, or other obligations or taxes that may be owed, contracted, or authorized by the East Texas Municipal Utility District to which it is been added.

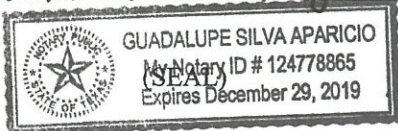
Respectfully Submitted,

Barbara Bradley

LAND OWNER

19th day of Feb. 2019 by

This instrument was acknowledged before me the undersigned authority, on the 19th day of Feb. 2019 by Barbara Bradley, who was personally known to me.



Spain

NOTARY PUBLIC

Be it ordered and ordained:

Whereas: the Board of Directors by a vote of 4 for. And 0 against.

Therefore: the Board of Directors approve this petition and do annex for all purposes this territory into the East Texas Municipal Utility District his 11th day of April, 2019.

W.L. Snider

W.L. SNIDER

President of the Board

Rita M Cline

RITA CLINE

Secretary of the Board

(SEAL)



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. C-A-8

Date: June 11, 2025

Subject: Request that the City Council consider adopting a Resolution consenting to the addition of territory to the boundaries of the East Texas Municipal Utility District of Smith County.

Item Reference:

C G Land Company, LLC, the owner of a the 293.210-acre tract (the "Property") in the City's extraterritorial jurisdiction ("ETJ") petitioned the City to consent to addition of that tract into the boundaries of the East Texas Municipal Utility District of Smith County, formerly Smith County Municipal Utility District No. 1 (the "District"). Consent by the City is required pursuant to Texas Local Government Code before a District may add territory that is located in the City's ETJ.

The Property is currently in the City's water service area, but is part of the Interlocal Agreement ("ILA") entered into between the City and the District that allows the District to provide water service to the area.

State law allows the City to include conditions on consent, and the resolution includes conditions from the ILA, requirements that all facilities be constructed according to plans approved by the City, and conditions on any bonds issued in the future by the District related to providing service to the Property.

RECOMMENDATION:

It is recommended that the City Council adopt a Resolution consenting to the addition of territory to the boundaries of the East Texas Municipal Utility District of Smith County with conditions.

Attachments:

[CONSENT RESOLUTION \(SweetBrook\).pdf](#)

Drafted/Recommended By:

Department Leader Kate Dietz, P.E. / Director of Utilities

Edited/Submitted By:

City Manager

RESOLUTION NO. R-2025-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER,
TEXAS CONSENTING TO THE ADDITION OF TERRITORY TO THE
BOUNDARIES OF THE EAST TEXAS MUNICIPAL UTILITY DISTRICT
OF SMITH COUNTY**

WHEREAS, by petition of C G Land Company, LLC (the “Petitioner”) which petition is attached hereto as Exhibit “A”, the Petitioner requested annexation of the 293.210-acre tract described in Exhibit “A” (the “Property”) into the boundaries of the East Texas Municipal Utility District of Smith County, formerly Smith County Municipal Utility District No. 1 (the “District”); and

WHEREAS, the Property is located within the extraterritorial jurisdiction of the City of Tyler, Texas (the “City”); and

WHEREAS, Section 42.0425, Texas Local Government Code, as amended, requires that a political subdivision such as the District may not add land that is located in the extraterritorial jurisdiction of a municipality unless the governing body of the municipality gives its written consent by ordinance or resolution, subject to certain allowable conditions; and

WHEREAS, the City Council finds and determines that it is in the public interest to grant consent to the addition of the Property to the District, taking into consideration the public health, safety, and general welfare; and

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

Part 1. That the findings and recitals contained in the preamble of this Resolution are determined to be true and correct and are hereby adopted as part of this Resolution.

Part 2. The City Council officially finds, determines, recites and declares that a sufficient notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Part 3. The City Council of the City hereby specifically gives its written consent, as provided by Section 42.0425, Texas Local Government Code, as amended, to the District's annexation of the Property.

Part 4. The consent of the City is subject to the following conditions as authorized by Section 42.0425(a), Texas Local Government Code and Sections 54.016(e) and 54.0165(a), Texas Water Code:

(1) The District will not add additional territory to its boundaries except with the prior written consent of the City.

(2) The District shall construct all facilities to serve the Property in accordance with plans and specifications that have been approved by the City.

(3) The City shall have the right to inspect all facilities being constructed by the District to serve the Property.

(4) The City shall have the right to review and approve the District's bonds and notes relating to the provision of service to the Property prior to issuance. Bonds, including refunding bonds issued by the district, shall, unless otherwise agreed to by the City, comply with the following requirements, provided such requirements do not generally render the bonds unmarketable:

a. Maximum maturity of 25 years for any one series of bonds;

b. Interest rate that does not exceed 2% above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one month period next preceding the date notice of the sale of such bonds is given; and

c. The bonds shall expressly provide that the district shall reserve the right to redeem bonds at any time subsequent to the tenth (10th) anniversary of the date of issuance, without premium.

Part 5. The consent of the City to the addition of the Property to the District does not in any way release the Property from the extraterritorial jurisdiction of the City nor alter or affect the terms and conditions of the Interlocal Agreement Regarding Utility Services effective February 26, 2025.

Part 6. The terms and provisions of this Resolution shall be deemed to be severable and if the validity of any section, subsection, sentence, clause, or phrase of this Resolution should be

declared to be invalid, the same shall not affect the validity of any other section, subsection, sentence, clause, or phrase of this Resolution

Part 7. That this ordinance shall take effect immediately upon its passage and approval by the Mayor and Council.

PASSED, APPROVED AND ADOPTED on this ____ day of _____, 2025.

DON WARREN, MAYOR
OF THE CITY OF TYLER

ATTEST:

APPROVED:

CASSANDRA BRAGER, CITY CLERK

DEBORAH PULLUM, CITY ATTORNEY

Exhibit A

The area of the District is urban in nature, is near the growing environs of the City of Tyler, and is in close proximity to populous and developed sections of Smith County. There is a necessity for the improvements described above because the land sought to be added to the District is not supplied with adequate water and sanitary sewer facilities, nor is it presently economically feasible for such facilities to be added to said land. The health and welfare of the present and future inhabitants of the District, the land sought to be added to the District, and of the territories adjacent thereto require the installation and acquisition of adequate water and sanitary sewer facilities for the land sought to be added to the District.

V.

A public necessity exists for the addition of said lands to the District to promote and protect the purity and sanitary condition of the State's waters and the public health and welfare of the community, by and through the construction, extension, improvement, maintenance and operation of water and sanitary sewer facilities.

WHEREFORE, Petitioner respectfully prays that this petition be granted in all respects and that the City of Tyler give its consent to the annexation of the aforesaid land into said District.

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RESPECTFULLY SUBMITTED the 17th day of April, 2025.

PETITIONER:

CG Land Company LLC

[Signature]

Name: Katherine Riley
Title: Authorized Rep

THE STATE OF TEXAS §

COUNTY OF SMITH §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Katherine Riley of CG Land Company on behalf of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of April, 2025.

[Signature]
(Notary Seal)

Notary Public in and for the State of Texas

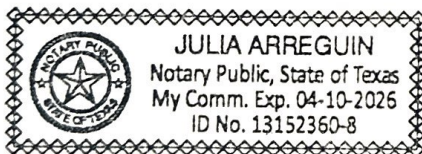


EXHIBIT "A"

LEGAL DESCRIPTION

ISLAND LAKE RANCH

*All of that Called 293.210 Acre Tract
Described in Document No. 202401016225
Official Records of Smith County, Texas
John Bushnell Survey, Abstract No. 164
J. F. Crawford Survey, Abstract No. 249
James Jarmon Survey, Abstract No. 524
John O'Neil Survey, Abstract No. 762
Smith County, Texas*