CITY COUNCIL AGENDA

Wednesday, December 10, 2025
9:00 am

CITY OF TYLER
A Natural Beauty

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, December 10, 2025
9:00 am

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

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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 October 8, 2025.

ZONING

Z-1 Z25-032 GENECOV WEST MUD CREEK LLC (8521 PALUXY DRIVE)
Request that the City Council consider adoption of an Ordinance approving a zone change from PMF, Planned Multi-Family Residential District, PUR, Planned Unit Residential District, R-1A, Single-Family Residential District, and R-2, Two-Family Duplex District to PMF, Planned Multi-Family Residential District with written narrative, R-1A, Single-Family Residential District, and R-2, Two-Family Residential District.

Z-2 A25-002 WERNER-TAYLOR LAND & DEVELOPMENT LP (2502 HENSHAW CREEK DRIVE)
Request that the City Council consider adoption of an Ordinance approving the voluntary annexation of approximately 8.88 acres of land lying adjacent to the present boundary limits of the City of Tyler, located southeast of the intersection of Old Noonday Road and Henshaw Creek Drive. Also consider recommending:
A. The new boundary of the City Limits.
B. The new boundary of the City Council District #2.
C. The new boundary of the Tyler Extraterritorial Jurisdiction upon consent.
D. That the City Manager be authorized to sign a written agreement for provision of City services per Texas Local Government Code Section 43.0672.
E. That the Future Land Use Guide be amended to reflect Single-Family and Single-Family Attached.
F. Establishment of Original zoning of 'PUR', Planned Unit Residential District with written narrative.

Z-3 Z25-033 DIEBEL COMPANIES INC (420 WEST RIECK ROAD)
Request that the City Council consider adoption of an Ordinance approving a zone change from C-1, Light Commercial District to R-MF, Multi-Family Residential District.

Z-4 Z25-034 CHARLES W DURRETT (800 WEST ERWIN STREET)
Request that the City Council consider adoption of an Ordinance approving a zone change from M-1, Light Industrial District to DBAC, Downtown Business, Arts and Culture District.

Z-5 Z25-031 SUPRA VENTURES LLC (108, 109, 113, 114, 117, 120, 121, 125 DONNA DRIVE AND 110, 111, 114, 118, 119, 122, 126, 129, 130, 133, 137 MELINDA LANE)
Request that the City Council consider adoption of an Ordinance approving a zone change from R-1A, Single-Family Residential District to R-1B, Single-Family Residential District.

Z-6 PD25-020 GENECOV WEST MUD CREEK LLC (A PORTION OF 8521 PALUXY DRIVE)
Request that the City Council consider adoption of an Ordinance approving a zone change from PUR Planned Unit Residential District to PUR Planned Unit Residential District with a final site plan.

Z-7 C25-004 JOYCE C KUSHEBA (AN UNIMPROVED ALLEY RIGHT-OF-WAY)
Request that the City Council consider adoption of an Ordinance approving the closure of an unimproved alley right-of-way adjacent to 214 and 218 Adams Avenue.

Z-8 N25-002 CITY OF TYLER (HARNESS LANE TO PARK HILL CIRCLE)
Request that the City Council consider approving a thoroughfare name change from Harness Lane to Park Hill Circle adjacent to 2945 and 2959 Guinn Farms Road.

Z-9 N25-003 CITY OF TYLER (PARK HILL AVENUE TO PARK HILL CIRCLE)
Request that the City Council consider approving a thoroughfare name change from Park Hill Avenue to Park Hill Circle adjacent to 2983 and 3007 Guinn Farms Road.

RESOLUTION

R-1 Request that the City Council consider authorizing the City Manager to approve the Reimbursement Agreement with Bellwood 323 2019 L.P. for the Westside Place Public Improvement District.

ORDINANCE

O-1 Request that the City Council consider adopting an Ordinance amending City Code Chapter 19, "Utilities" by amending provisions related to liquid waste transportation and disposal, including updating certain Definitions, updating certain fees, amending certain permit requirements, and updating references to State agencies.

O-2 Request that the City Council consider adopting an Ordinance amending the Fiscal Year 2025-2026 Budget to provide funding to complete various construction projects, motor vehicle purchases, and other purchases not completed by September 30, 2025, as anticipated.

MISCELLANEOUS

M-1 Request that the City Council consider authorizing the City Manager to execute a contract with Wicker Construction, Inc. in the amount of $13,075,678.00 for the Consent Decree Bellwood Lift Station Abandonment, Bid 26-001 and to adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

M-2 Request that the City Council consider authorizing the City Manager to approve acceptance of a Texas Historical Commission Certified Local Government 50/50 reimbursement grant in the amount of $37,500 to conduct a Historic Resources Survey and authorize the City Manager to execute all necessary documents.

M-3 Request that the City Council consider authorizing the City Manager to approve a

construction contract for a Capital Improvement Project (CIP) contract with JAAY Concrete Paving, Inc. for the City of Tyler Pedestrian Access project, for $584,661.50, Bid No. 25-083.

M-4 Request that the City Council consider authorizing the City Manager to renew/award the Medical and Pharmacy Stop-Loss contract to Voya (incumbent) for the calendar year starting January 1, 2026.

M-5 Request that the City Council consider reviewing and accepting the Revenue and Expenditure Report for the period ending Sept 30, 2025.

M-6 Request that the City Council consider an amended and restated Chapter 380 Economic Development Agreement with Tyler Hotel Partners (Valencia).

M-7 Request that the City Council consider authorizing the City Manager to approve the tax abatement agreement with Tyler Hotel Partners and to sign all necessary documents to implement the agreement.

M-8 Request that the City Council consider ratifying the agreement executed by the City Manager with Invoice Cloud for the provision of online and electronic payment processing services for the City of Tyler Water Business Office.

CONSENT

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

C-A-1 Request that the City Council consider reviewing and accepting the Investment Report for the quarter ending September 30, 2025.

C-A-2 Request that the City Council consider approving the 2025 Certified Property Tax Roll.

C-A-3 Request that the City Council consider authorizing the City Manager to approve a reconciliation change order that will reduce the total contract price by $222,258.17 for the Greenbriar Force Main Sliplining Project, Buyboard Contract No. 730-24 and release retainage in the Final Pay Estimate.

C-A-4 Request that the City Council consider authorizing the City Manager to approve a reconciliation change order that will reduce the total contract price by $21,923.75 for the South Glenwood Ground Storage Tank Demolition, Bid No. 25-015, and release retainage in the Final Pay Estimate. The final contract amount for the completed project is $255,760.25.

C-A-5 Request that the City Council ratify the expenditure of $109,899.65, for the mandated Public Water System Fee to the Texas Commission on Environmental Quality.

C-A-6 Request that the City Council consider authorizing the City Manager to execute an Agreement for Access across City-owned property at Lake Tyler to David D. Fowler.

C-A-7 Request that the City Council consider authorizing the City Manager to execute a second contract amendment in the amount of $49,350.00, with HDR, Inc., for the

Lake Palestine Water Treatment Plant Taste and Odor Study project.

C-A-8 It is requested that the City Council authorize the City Manager to approve a Reconciliation Change Order and approve the release of retainage in the amount of $165,745.93 to Reynolds and Kay, LTD., for the 2025 Asphalt Enhancement Project.

C-A-9 Request that the City Council consider authorizing the City Manager to execute an Engineering Services Agreement, in an amount not to exceed $180,000, with Langan Engineering and Environmental Services, Inc. for the Group 4 Private Lateral Program for the Consent Decree.

C-A-10 Request that the City Council consider authorizing the City Manager to execute a reconciliation change order that will increase the contract amount by $7,793.00 and release the final retainage payment in the amount of $12,379.85 to CRS Commercial Roof Specialists, Inc. for the construction of the Golden Road Water Treatment Plant Roof Replacement Project.

C-A-11 Request that the City Council consider authorizing the City Manager to execute a construction contract with Rub-A-Dub Plumbing for the Lake Tyler/Lake Tyler East Boathouse Plumbing Inspection Project, in an amount $156,400.00.

C-A-12 Request that the City Council consider authorizing the City Manager to execute a contract amendment in the amount of $15,000.00, with KSA Engineers, Inc., for additional services related to the Charleston Lift Station Rehabilitation project.

C-A-13 Request that the City Council consider adoption of an Ordinance amending Tyler City Code Chapter 3, Civil Service Classification Plan by amending the Civil Service Classification Plan and the number of authorized Civil Service positions for Fiscal Year 2025-2026.

C-A-14 Request that the City Council consider authorizing the City Manager to award Mansfield Service Partners the primary vendor for bid 26-003 Annual Price for Bulk Fluids and Oils, Offen Petroleum as secondary vendor, and Petro Choice as third awarded vendor.

C-A-15 Request that the City Council consider authorizing the City Manager to purchase one Isuzu chassis from local vendor Hall Truck Center through TIPS Contract # 230802 (chassis only) for a purchase price of $61,355.64.

C-A-16 Request that the City Council consider authorizing the City Manager to purchase one (1) 96" mower for Parks department for $51,499.09 and one (1) 36" mower for Code Enforcement for $13,328.99 from Kinloch Equipment Sourcewell contract 031121-GNR for a total purchase of $64,828.08.

C-A-17 Request that the City Council consider adopting a Resolution agreeing to the sale of certain tracts of land located at 501 E ERWIN ST, TYLER, TX 75702-7400 & 509 E ERWIN within the Tyler city limits and owned by taxing entities including the City of Tyler.

CITY MANAGER'S REPORT

EXECUTIVE SESSION

The City Council may go into Executive Session regarding any item posted on the Agenda as authorized by Title 5, Chapter 551 of the Texas Government Code. Notice is hereby given that the City Council may go into Executive Session in accordance with the following provision of the Government Code: Under Texas Gov't Code Section 551.087 "Economic Development", deliberation regarding the following: Ex Item #1 -Request that the City Council receive an update on the NORF Tax Abatement project. Ex Item #2 - Request that the City Council consider the Westside Place Public Improvement District Development Agreement with Bellwood 323 2019, L.P. Under Tex. Gov't Code Section 551.071 "Litigation", deliberation regarding the following: Ex. Item #3 - Pending or contemplated litigation or settlement offer involving. City of Tyler v. Heritage Property Development, LLC, Cause No. 77735-A. Litigation is, by its nature, an ongoing process, and questions may arise that the City Attorney needs to discuss with the City Council regarding the status of pending or contemplated litigation or settlement offers related to the litigation matters listed above. Any final action by the City Council will be taken in open session.

ADJOURNMENT

MINUTES OF THE REGULAR CALLED MEETING OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS
October 08, 2025

A regular called meeting of the City Council of the City of Tyler, Texas, was held Wednesday, October 8, 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:	Lloyd Nichols
Councilmembers:	Stuart Hene
	Petra Hawkins
	Shonda Marsh
	James Wynne
	Brad Curtis
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
Planning Director:	Kyle Kingma
City Fire Chief:	David Coble
Police Chief:	Jimmy Toler
Traffic Engineer:	Cameron Williams
Director of Utilities:	Kate Dietz
Director of Parks & Recreation:	Leanne Robinette
Director of Solid Waste, Transit:	Leroy Sparrow
Transit Manager:	Russ Jackson
Senior Management Analyst:	Blake Cathey
City Clerk:	Cassandra Brager

INVOCATION

The Invocation was given by Councilmember Hene.

MINUTES

Motion by Councilmember Wynne to approve the August 27, 2025 minutes; seconded by Councilmember Hawkins; motion carried 7-0 & approved as presented.

AWARDS

A-1 Request that the City Council consider recognizing the following baby for her months of service and commitment to the City of Tyler. She represents six months of service with the City of Tyler.

Natalia Hurtado, Infants at Work IAW Participant, six months

A-2 Request that the City Council consider accepting the 'Certificate of Achievement for Planning Excellence' from the American Planning Association - Texas Chapter.

Kyle Kingma, Planning Director – Stated that this is the 11th consecutive year that the City has received this recognition, and some of this has to do with having trained and qualified staff, as well as training appointed officials and our Planning Commissioners, who are here today. And also, a commitment by the City to adopt and implement plans throughout the City.

PRESENTATION

P-1 Request that the City Council consider receiving a presentation on the results and recommendations of the South Tyler Mobility Study.

Leslie Pollack, HDR- Gave a brief presentation on the South Tyler Mobility Study.

Cameron Williams, Traffic Engineer – Stated that South Tyler's congestion did not happen overnight. It's happened over time, and it's not going to be fixed overnight. It's going to take time. The study helped us quantify those and identify and prioritize things that we can do moving forward. And some of the projects will be City led.

MISCELLANEOUS

M-1 Request that the City Council consider adopting a Resolution casting votes to elect candidates to serve as members of the Smith County Appraisal District Board of Directors. (R-2025-53)

Councilmember Hawkins noted that this item needed to be clarified just to confirm the specific action that City Council is taking. City Manager, Ed Broussard, explained to the Council that this was part of a two-step process due to changes in the law. Council is nominating a candidate to the Smith County Appraisal Board of Directors today, and will later vote at a future date.

Motion by Mayor Pro Tem Nichols to nominate Mark Whatley as a Candidate for the Board; seconded by Councilmember Curtis; 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 the Co-op and Sole Source Purchasing list whereby the City of Tyler can take full advantage of purchasing any and all items available through the cooperative.

C-A-2 Request that the City Council consider authorizing the City Manager to renew Crow Towing as the primary vendor for towing services for Vehicle Services per bid 25-002 Annual Price Agreement for Wrecker Services.

C-A-3 Request that the City Council consider authorizing the City Manager to renew Preferred On Site repair service as the primary vendor for welding services, Burns Welding and Fabrication as a secondary vendor for welding service, and award Platinum Auto Glass as the primary vendor for auto glass installation for sealed bid 25-001.

C-A-4 Request that the City Council consider renewing the Annual Price Agreement for Fuel per Bid 21-027 to Mansfield Service Partners of Tyler, Texas (previously known as O'Rourke Petroleum) from October 1, 2025, through September 30, 2026.

C-A-5 Request that the City Council consider authorizing the City Manager to award Hydraulic Power as the primary vendor for hydraulic services.

C-A-6 Request that the City Council consider authorizing the City Manager to award multiple vendors for the Annual Price Agreement for Automotive and Equipment parts per bid 23-092.

C-A-7 Request that the City Council consider authorizing the City Manager to renew multiple vendors for the Annual Price Agreement for various categories of automotive and truck services and repairs per bid 23-093.

C-A-8 Request that the City Council consider authorizing the City Manager to award the annual price agreement for the purchase of Ford Products as needed from Core & Main LP for the fiscal year beginning October 1, 2025.

C-A-9 Request that the City Council consider authorizing the City Manager to execute the annual Interlocal Agreement with the Northeast Texas Public Health District (NETHealth) for City support services to the District for FY 2025-26.

C-A-10 Request that the City Council consider authorizing the City Manager to execute the Funding Amendment for FY 2025-26 to the Northeast Texas Public Health District Cooperative Agreement.

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

CITY MANAGER'S REPORT

1. There's quite a bit of construction going on that the City's involved with. The first one is the police training facility. We're continuing to see substantial progress at the training facility as far as updates that we're doing over there. Construction crews are currently working on paint preparation, exterior wall preparation, the new roof and electrical work, and HVAC installation. If you get a chance to drive by there, It's actually quite remarkable as they're starting now to put on kind of the new extended wall up at the front. And so that's looking really good. The IT building renovation, the renovations for the new Information Technology Department building are moving forward. Those renovations include relocating equipment to lighten the load on the third floor of City Hall. Projected completion date for the new building is set for April of 2026. And that's for the facility that's right over here on Locust Street, about three blocks east of City Hall here.

2. On the Stewart Park project, back in January, we held a public meeting requesting feedback for the project. Part of the conceptual design at that time included salvaging as much of the existing stone home structure as possible and exploring the viability of making it an open-air pavilion. In February, we met with a forensic structural engineer, and based on the findings, the stone and wooden structure were not structurally sound enough to meet the standards required by the International Building Code and ADA requirements. Unfortunately, this means the plans needed to be altered based on the engineering recommendations to ensure safety and accessibility for park visitors. Demolition has begun, and we will salvage as much of the existing stone and wood that we can to utilize in the park design. We'll also be adding a beautiful bronze plaque to ensure that we are honoring both the Stewart home and the Stewart family for their incredible contributions to the City of Tyler and beyond.
3. And then, beginning on October 15th, our Polish Sister City delegation will begin their visit. We will be hosting a six-person delegation from the Sister City in Poland, Jelenia Góra. The delegation will have six full days here in Tyler, and to be able to experience this community. The general focus of each day will be day one will be local government. Then day two will be the Rose Garden. Day three, UT Tyler. Then day four, Rose Festival. Day five, Parks Tour and the Caldwell Zoo. And day six will be TJC, Christus, and the UT School of Medicine. On that October 15th, that Wednesday, so next week, they'll be dropped off here at nine o'clock, and we'll have as many of our employees out as far as waving flags and cheering them on as they come in to meet the Mayor and even the City Council that may be wanting to attend and do your best Polish.
4. And then last night, an incredible time throughout the City was had with National Night Out. We appreciate the Mayor and City Council for their support of National Night Out. The Police Department, the Crow unit, does great work in putting that together. And fun was had by all. There are videos of, as far as the bucking bull, which was not, thankfully, a real one. But some of our officers did try to ride it, and they did their best. I think they got eight seconds. And so, but we appreciate the City Council's support of that, and we appreciate the work the Police Department does in putting that event together.

Mayor Warren- Stated back to what Ed was talking about with the Polish Delegation coming. It's something that our Tyler Sister Cities Board has worked on a lot over the last couple of months. And it, having, you know, entertaining these folks for six days from morning till night is a big deal. And, you know, when we've gone to other sister cities, we've taken gifts, and there's been a formal gift exchange. And it's always a formal diplomatic, it's that the mayors get together and we exchange gifts. And it's always a formality. So, any of y'all that are around next Wednesday morning at 9 o'clock and want to be here, we have Polish flags, we have American flags to hold as they walk through the halls and make it a real celebration. And Cassie Edmonds has done a mosaic rose that's just an 8x10. And this is a gift that will be from the City of Tyler to Jelenia Góra that they will take home and put it in the display case. And it's much more than just a paperweight. It's a symbol of the City of Tyler. So, any of y'all that are around 9 o'clock next Wednesday, we'd love to have you. So, all that being said, I will entertain a motion to adjourn.

ADJOURNMENT

Motion by Mayor Pro Tem Nichols to adjourn the meeting at 9:37 a.m.; motion carried 7 - 0 & meeting adjourned.

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

A T T E S T:

_____
CASSANDRA BRAGER, CITY CLERK

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-1

Date: December 10, 2025

Subject: Z25-032 GENECOV WEST MUD CREEK LLC (8521 PALUXY DRIVE) Request that the City Council consider adoption of an Ordinance approving a zone change from PMF, Planned Multi-Family Residential District, PUR, Planned Unit Residential District, R-1A, Single-Family Residential District, and R-2, Two-Family Duplex District to PMF, Planned Multi-Family Residential District with written narrative, R-1A, Single-Family Residential District, and R-2, Two-Family Residential District.

Item Reference:

The applicant is requesting the zone change for residential development on a 14.33 portion of Tract 15 of ABST A0819 J Ratcliff, one tract of land containing approximately 145.98 acres of land located at the southwest intersection of Jeff Davis Drive and Paluxy Drive (8521 Paluxy Drive).

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

According to the Unified Development Code (UDC), the R-1A, Single-Family Residential District is primarily intended to accommodate development of detached, single-family housing on large individual lots. Additionally, the district permits churches, schools, and accessory buildings, as well as various uses. The maximum building height is 42 feet. Setback requirements are 25 feet in the front and rear, seven and one-half feet on the interior side and 12 feet on the corner side. Minimum lot size is 9,000 square feet.

According to the Unified Development Code (UDC), the R-2, Two-Family Residential District is primarily intended to accommodate single-family detached and two-family (duplex) housing on individual lots. The maximum building height is 42 feet. Setback requirements are 25 feet in the front, 25 feet in the rear, six feet on the interior side and 12 feet on the corner side. Minimum lot size is 7,500 square feet.

a. The application is complete and the information contained within the application is sufficient and

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

In addition to the zoning change criteria above, the City Council will consider the following specific objectives and criteria for approving any type of planned district currently permitted in this code:
a. A variety of housing types, employment opportunities, or commercial services to achieve a balanced community;
b. An orderly and creative arrangement of all land uses with respect to each other and to the entire community;
c. A planned and integrated comprehensive transportation system providing for a separation of pedestrian and vehicular traffic, to include facilities such as roadways, bicycle ways and pedestrian walkways;
d. The provisions of cultural or recreational facilities for all segments of the community;
e. The location of general building envelopes to take maximum advantage of the natural and manmade environment; and
f. The staging of development in a manner which can be accommodated by the timely provision of public utilities, facilities, and services.

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

The adjacent properties to the north are zoned R-1A, Single-Family Residential District, AG, Agricultural District, PUR, Planned Unit Residential, and are developed with single-family homes or are undeveloped. The adjacent properties to the east are zoned PUR, Planned Unit Residential, AG, Agricultural District, PMF, Planned Multi-Family District, and are undeveloped. The adjacent properties to the south are zoned AG, Agricultural District, PMF, Planned Multi-Family District, R-1A Single Family Residential District, and are undeveloped. The adjacent properties to the west are zoned R-2, Two-Family Duplex, and AG, Agricultural District, and are undeveloped.

This request is consistent with the Tyler 1st Future Land Use Guide which identifies this property as Multi-Family and Single-Family Medium/Low Density.

The applicant is requesting the zone change to update the existing zoning to match the next phase of development. The subject property proposes a mixture of uses, along with New Copeland Road serving as a connecting route between Jeff Davis Drive and Paluxy Drive through the property. The proposed zone change will change the area to be Single-Family Residential, Two-Family Duplex and Multi-Family District. McClenny Drive is designated as a collector road according to the Master Street Plan, running in an east-west direction. Cambridge Bend is also proposed to connect to New Copeland Road through this development. While the request is intended to update zoning district boundaries per the applicant's layout plan, a preliminary plat has not yet been approved for the area. Any zoning approval should not be construed as an approval of the applicant's lot layout.

On November 2, 2025, the Planning and Zoning Commission held a public hearing for this request. There was no significant discussion.

As of Friday, December 5, 2025, of the six notices mailed, one notice was returned in favor and none were returned in opposition to the request.

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

RECOMMENDATION:

The Planning and Zoning Commission by a 6-0 vote recommends approval of the zone change from PMF, Planned Multi-Family Residential District, PUR, Planned Unit Residential District, R-1A, Single-Family Residential District, and R-2, Two-Family Duplex District to PMF, Planned Multi-Family Residential District with written narrative, R-1A, Single-Family Residential District, and R-2, Two-Family Residential District.

Attachments:
Ordinance
Location Map
Future Land Use Guide Map
Notification Map

Drafted/Recommended By:
Department Leader Kyle Kingma, AICP, CFM, Planning Director

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2025-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CHANGING THE ZONING FROM PMF, PLANNED MULTI-FAMILY RESIDENTIAL DISTRICT, PUR, PLANNED UNIT RESIDENTIAL DISTRICT, R-1A, SINGLE-FAMILY RESIDENTIAL DISTRICT, AND R-2, TWO-FAMILY RESIDENTIAL DUPLEX DISTRICT TO PMF, PLANNED MULTI-FAMILY RESIDENTIAL DISTRICT WITH WRITTEN NARRATIVE, R-1A, SINGLE-FAMILY RESIDENTIAL DISTRICT, AND R-2, TWO-FAMILY RESIDENTIAL DISTRICT ON A 14.33 ACRE PORTION OF TRACT 15 OF ABST A0819 J RATCLIFF, ONE TRACT OF LAND CONTAINING APPROXIMATELY 145.98 ACRES OF LAND LOCATED WEST OF THE SOUTHWEST INTERSECTION OF JEFF DAVIS DRIVE AND PALUXY DRIVE (8521 PALUXY DRIVE); DIRECTING THE AMENDMENT OF THE ZONING MAP; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

I. APPLICATION Z25-032

That the following described property, which has heretofore been zoned PMF, Planned Multi-Family Residential District, PUR, Planned Unit Residential District, R-1A, Single-Family Residential District, and R-2, Two-Family Residential Duplex District shall hereafter bear the zoning classification of PMF, Planned Multi-Family Residential District with written narrative, R-1A, Single-Family Residential District, and R-2, Two-Family Residential District, to wit:

> On a 14.33 acre portion of Tract 15 of ABST A0819 J Ratcliff, one tract of land containing approximately 145.98 acres of land located west of the southwest intersection of Jeff Davis Drive and Paluxy Drive (8521 Paluxy Drive) as shown in Exhibit "A" in accordance with Exhibit "B" as applicable attached hereto and incorporated herein.

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

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

PART 4: That any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine as provided in Section 1-4 of the Tyler Code. Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Since this ordinance has a penalty for violation, it shall not become effective until after its publication in the newspaper as provided by Section 85 of the Charter of the City of Tyler, Texas, which date is expected to be December 12th, 2025.

PASSED AND APPROVED this the 10th day of December A.D., 2025.

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

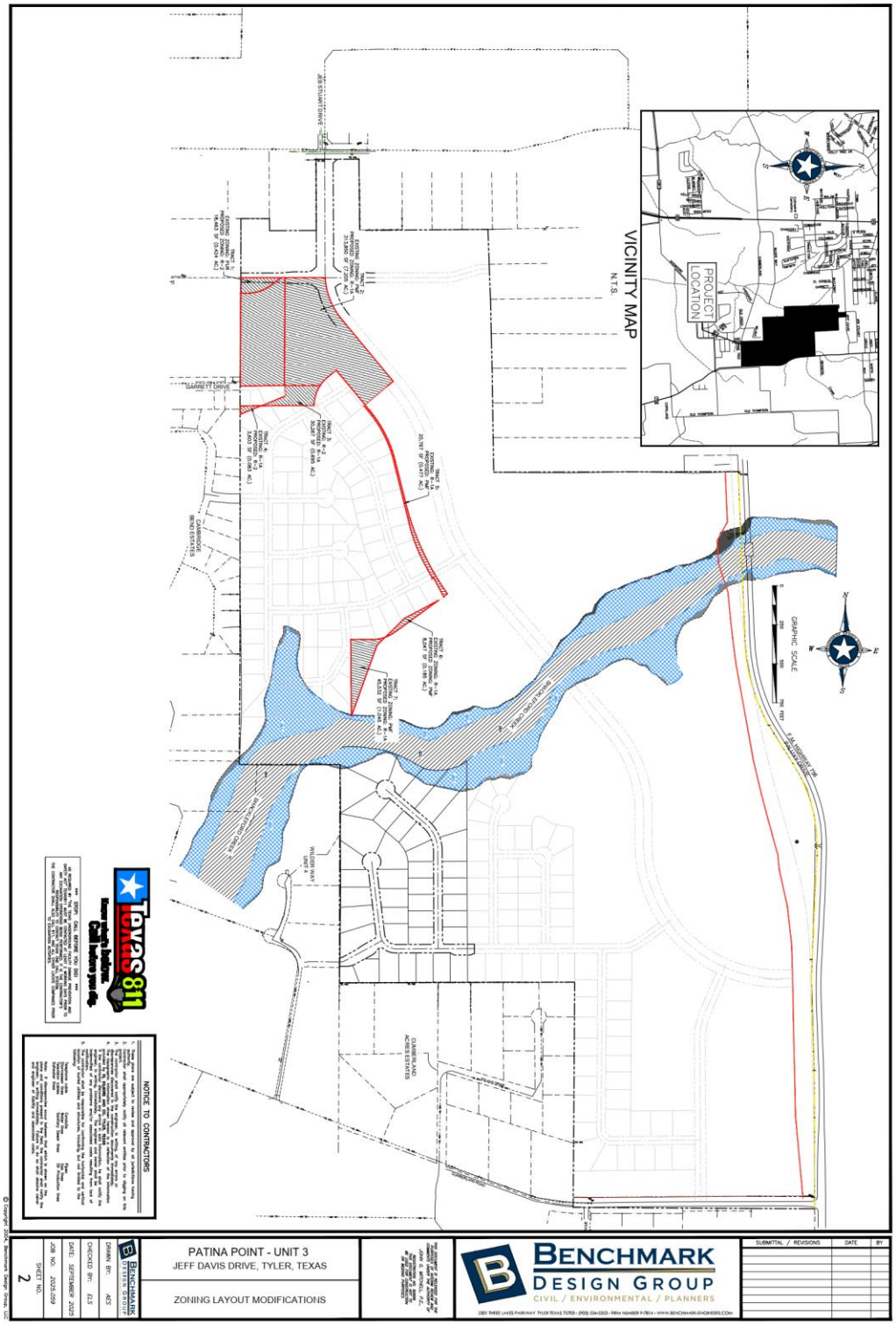
A T T E S T:

_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

ORDINANCE NO. O-2025-
EXHIBIT "A"
ZONING LAYOUT



ORDINANCE NO. O-2025-
EXHIBIT "B"
WRITTEN NARRITIVE

WRITTEN NARRITAVE

PMF Planned Multi-family

Uses-

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

Setbacks- 15' from exterior zoning district boundary

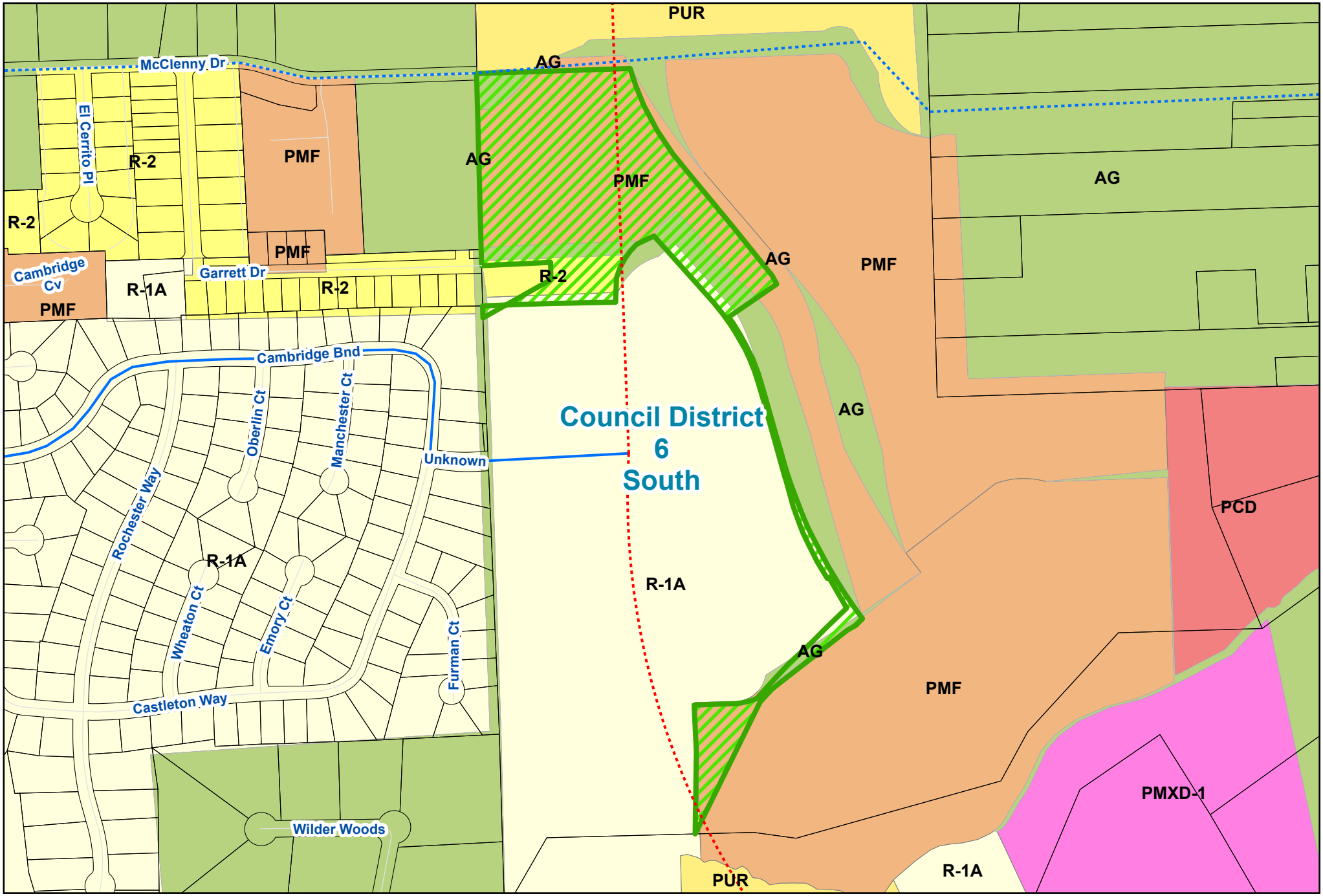
Minimum 10' between structures

Maximum Height – 3 story / 45'

Density – 9 units per acre max

Maximum Lot Coverage – 60%

Parking, Landscaping and Signage per City of Tyler UDC



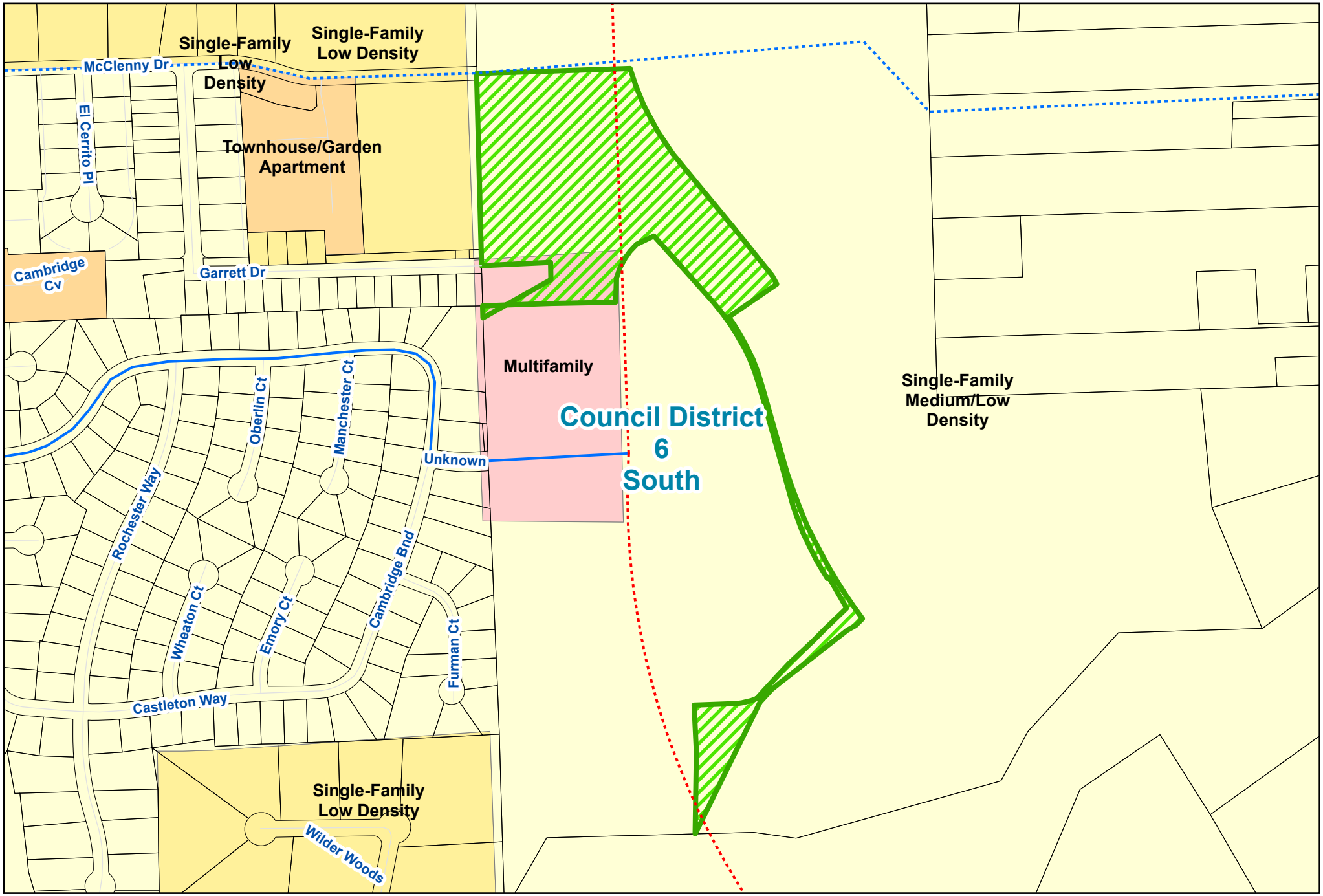
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

1 inch equals 450 feet

N

ZONING CASE
Zoning Case #: Z25-032
Current Zoning: PMF, PUR, R-1A, R-2
Proposed Zoning: PMF, R-1A, R-2
GENECOV WEST MUD CREEK LLC

Subject Property



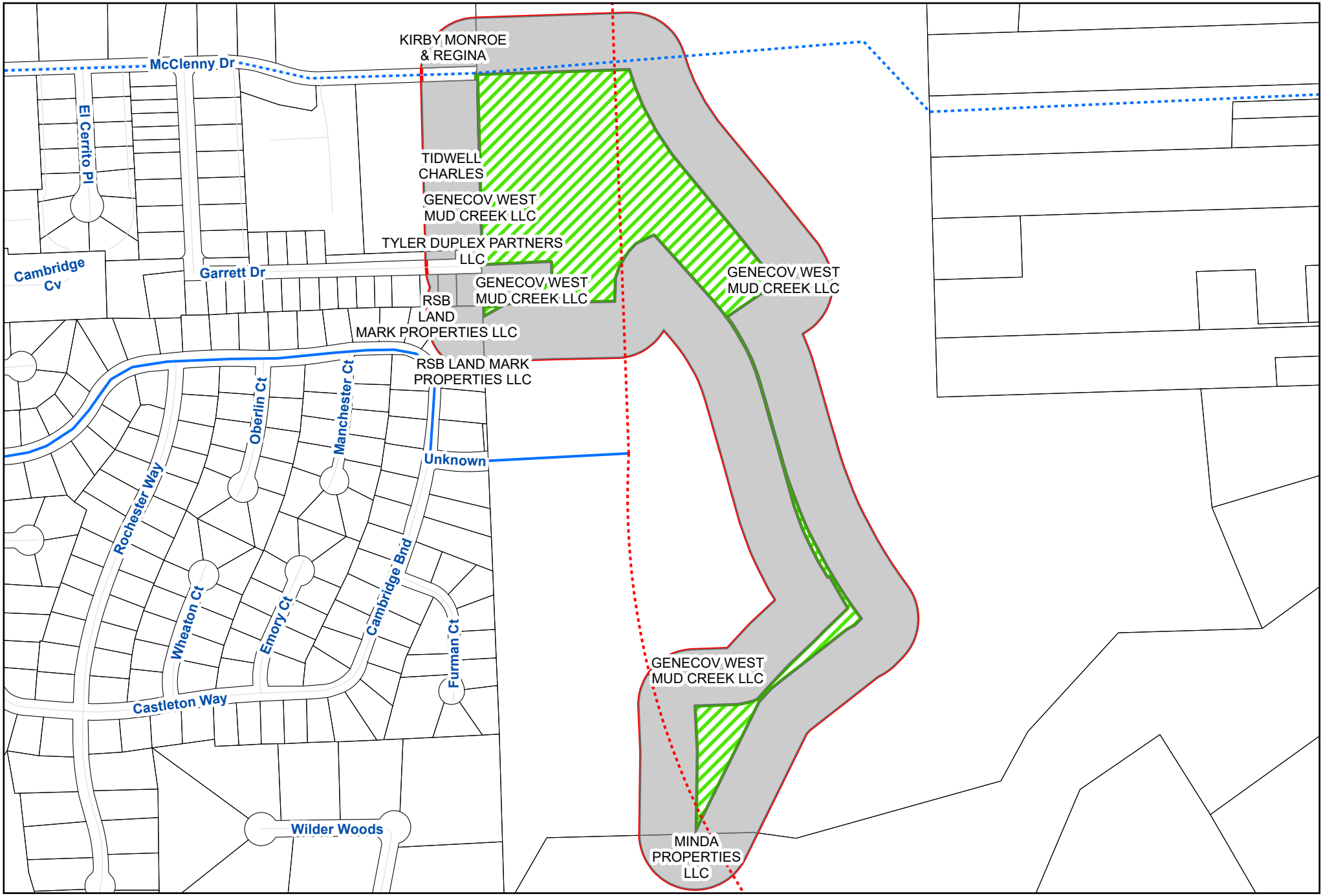
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

1 inch equals 450 feet

N

ZONING CASE
Zoning Case #: Z25-032
Current Zoning: PMF, PUR, R-1A, R-2
Proposed Zoning: PMF, R-1A, R-2
GENECOV WEST MUD CREEK LLC

Subject Property



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

1 inch equals 450 feet

N

ZONING CASE
Zoning Case #: Z25-032
Current Zoning: PMF, PUR, R-1A, R-2
Proposed Zoning: PMF, R-1A, R-2
GENECOV WEST MUD CREEK LLC

Subject Property
200' Mailed Notification A

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-2

Date: December 10, 2025

Subject: A25-002 WERNER-TAYLOR LAND & DEVELOPMENT LP (2502 HENSHAW CREEK DRIVE) Request that the City Council consider adoption of an Ordinance approving the voluntary annexation of approximately 8.88 acres of land lying adjacent to the present boundary limits of the City of Tyler, located southeast of the intersection of Old Noonday Road and Henshaw Creek Drive. Also consider recommending: A. The new boundary of the City Limits. B. The new boundary of the City Council District #2. C. The new boundary of the Tyler Extraterritorial Jurisdiction upon consent. D. That the City Manager be authorized to sign a written agreement for provision of City services per Texas Local Government Code Section 43.0672. E. That the Future Land Use Guide be amended to reflect Single-Family and Single-Family Attached. F. Establishment of Original zoning of 'PUR', Planned Unit Residential District with written narrative.

Item Reference:

The State Annexation law in Texas Local Government Code Chapter 43 Section 43.0671 allows municipalities to annex area upon the petition of the area landowners.

The property is approximately 8.88 acres of undeveloped land. The applicant intends to develop the property with a mixture of attached and detached single-family homes.

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

The request would establish the Tyler 1st Future Land Use Guide to reflect Single-Family Medium/Low

Density.

The property is currently undeveloped; The applicant is proposing a development of 56 lots and it will be a mixture of attached and detached single-family homes. The applicant is requesting to be annexed so they may have access to city utilities and services. According to the standards set forth in the City of Tyler's UDC. All future development of the property will be done according to the regulations of the UDC.

On November 4, 2025, the Planning and Zoning Commission held a public hearing for this request. Applicant Mark Priestner made himself known and was available for questions.

As of Friday, December 5, 2025, of the nine notices mailed, no notices were returned in favor or in opposition to the requested annexation. Per the UDC, the notification by mail to owners in the ETJ whose property is within 200 feet of the proposed action is provided as a courtesy to such owners. In accordance with State Law, staff also sent notice to public entities currently servicing the property and did not receive any response.

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

RECOMMENDATION:

The Planning and Zoning Commission by a 6-0 vote recommends approval of the voluntary annexation of approximately 8.88 acres of land lying adjacent to the present boundary limits of the City of Tyler, located southeast of the intersection of Old Noonday Road and Henshaw Creek Drive. Also consider recommending:
A. The new boundary of the City Limits.
B. The new boundary of the City Council District #2.
C. The new boundary of the Tyler Extraterritorial Jurisdiction upon consent.
D. That the City Manager be authorized to sign a written agreement for provision of City services per Texas Local Government Code Section 43.0672.
E. That the Future Land Use Guide be amended to reflect Single-Family and Single-Family Attached.
F. Establishment of Original zoning of 'PUR', Planned Unit Residential District with written narrative.

Attachments:
Ordinance
Location map
Future Land Use Map
Notification Map

Drafted/Recommended By:
Department Leader Kyle Kingma, AICP, CFM, Planning Director

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2025-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, PROVIDING FOR THE VOLUNTARY ANNEXATION OF APPROXIMATELY 8.88 ACRES OF LAND LYING ADJACENT TO THE PRESENT BOUNDARY LIMITS OF THE CITY OF TYLER, LOCATED AT THE SOUTHEAST INTERSECTION OF OLD NOONDAY ROAD AND HENSHAW CREEK DRIVE; AMENDING THE TYLER CITY LIMITS MAP; ADJUSTING THE BOUNDARY OF THE CITY COUNCIL DISTRICT #2; AUTHORIZING THE CITY MANAGER TO SIGN A WRITTEN AGREEMENT FOR PROVISION OF CITY SERVICES PER TEXAS LOCAL GOVERNMENT CODE SECTION 43.0672; DIRECTING THE AMENDMENT OF THE FUTURE LAND USE DESIGNATION; ESTABLISHING ORIGINAL ZONING; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, a public hearing was held before the City Council of the City of Tyler, Texas, on the 10th day of December 2025, via regular meeting, wherein all interested persons were provided an opportunity to be heard on the proposed voluntary annexation of the territory hereinafter described. A copy of the Texas Local Government Code Section 43.0671 petition is attached and made a part hereof as Exhibit "C"; and

WHEREAS, the area to be annexed is contiguous to the City of Tyler; and

WHEREAS, the hereinafter described territory lies within the extraterritorial jurisdiction of the City of Tyler, Texas; and

WHEREAS, the hereinafter described territory contains approximately 8.88 acres of land; and

WHEREAS, Texas Local Government Code Section 43.0671 states that a municipality may annex an area if each owner of the land in the area requests the annexation; and

WHEREAS, Texas Local Government Code Section 43.0672(a) states that the governing body of a municipality that elects to annex an area under Texas Local Government Code Chapter 43, Subchapter C-3, must first negotiate and enter into an agreement with the owners of the land in the area for the provision of services in the area; and

WHEREAS, the notice requirements of Texas Local Government Code Section 43.0673 have been met; and

WHEREAS, Exhibits "A", "B", "C", and "D" attached hereto are hereby incorporated for all purposes;

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

PART 1: That pursuant to Tyler City Code Sections 10-800 through 10-802, the Texas Local Government Code Section 43.0671 petition is hereby granted and the following described land and territories lying adjacent to and adjoining the City of Tyler, Texas, are hereby added to and annexed to the City of Tyler, Texas, and as shown on the map attached as Exhibit "A" described therein shall be included within the boundary limits of said City, and the present boundary limits of such City, at the various points contiguous to the areas being annexed, are altered and amended so as to include said areas within the corporate limits of the City of Tyler, Texas. Accordingly, the official Tyler City limits map is hereby adjusted as described in Tyler City Code Section 10-802 and that section and map are amended to reflect this annexation.

PART 2: That Tyler City Code Chapter 10, "Tyler Unified Development Code", Article IV., "Subdivision Design and Improvements", Division E., "Participation and Escrow Policies", is hereby amended by amending the list of annexations in Section 10-143 to add this Ordinance Number, with no other changes.

PART 3: That the area so annexed shall be part of the City of Tyler, Texas, and the property so added hereby shall bear its pro rata part of the taxes levied by the City of Tyler, Texas, and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Tyler, Texas.

PART 4: That upon final passage, the annexed area shall be zoned for 8.88 acres of "PUR", Planned Unit-Residential District with final site plan.

PART 5: That the Future Land Use Designation for the annexed area is hereby amended to reflect Single-Family and Single-Family Attached.

PART 6: That the annexed area shall be added to the Council District #2, City Council single member district and the official Voting District Map amended accordingly.

PART 7: That the City Manager is hereby authorized to sign an agreement of municipal services per Texas Local Government Code Section 43.0672.

PART 8: That the City Clerk shall send to the Texas Secretary of State a copy of the ordinance and statement that the annexation is not involved in any litigation.

PART 9: That the City Clerk shall send to the State Comptroller by certified mail a map showing new boundaries for sales tax and a certified copy of the ordinance showing the effective date of the boundary changes.

PART 10: The Planning Department, on behalf of the Mayor, shall file a certified copy of this ordinance and a copy or duplicate of the petition with the County Clerk. The Planning Department shall also file annexation information with the Smith County Appraisal District and anyone else who has requested such information.

PART 11: That certified notice of the Annexation shall be sent by the Legal Department to any Emergency Services District that is located within the annexed area.

PART 12: 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 13: That any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine as provided in Section 1-4 of the Tyler Code. Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Since this ordinance has a penalty for violation, it shall not become effective until after its publication in the newspaper as provided by Section 85 of the Charter of the City of Tyler, Texas, which date is expected to be December 12th, 2025.

PASSED AND APPROVED THIS the 10th day of December A. D., 2025

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

A T T E S T:

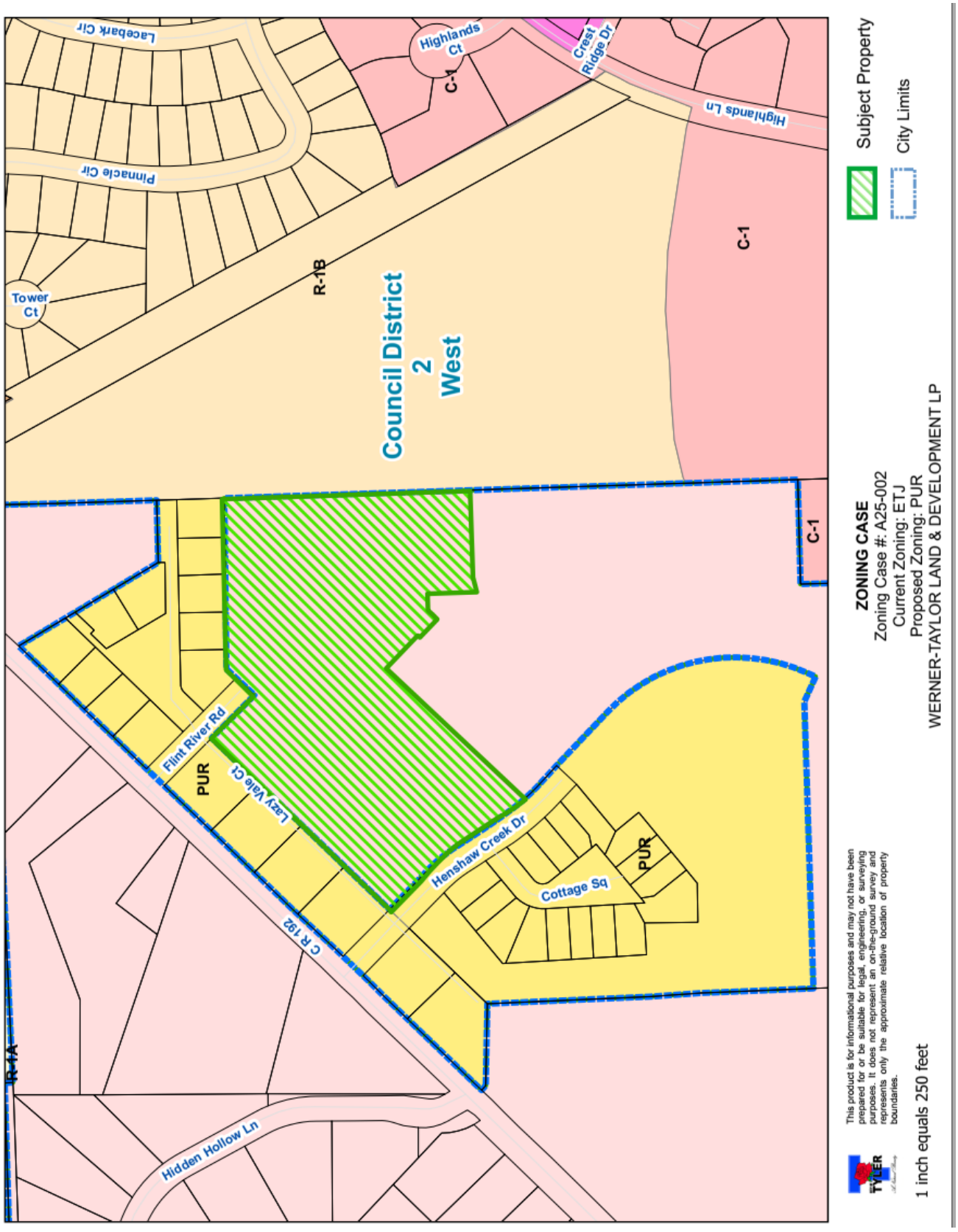
APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

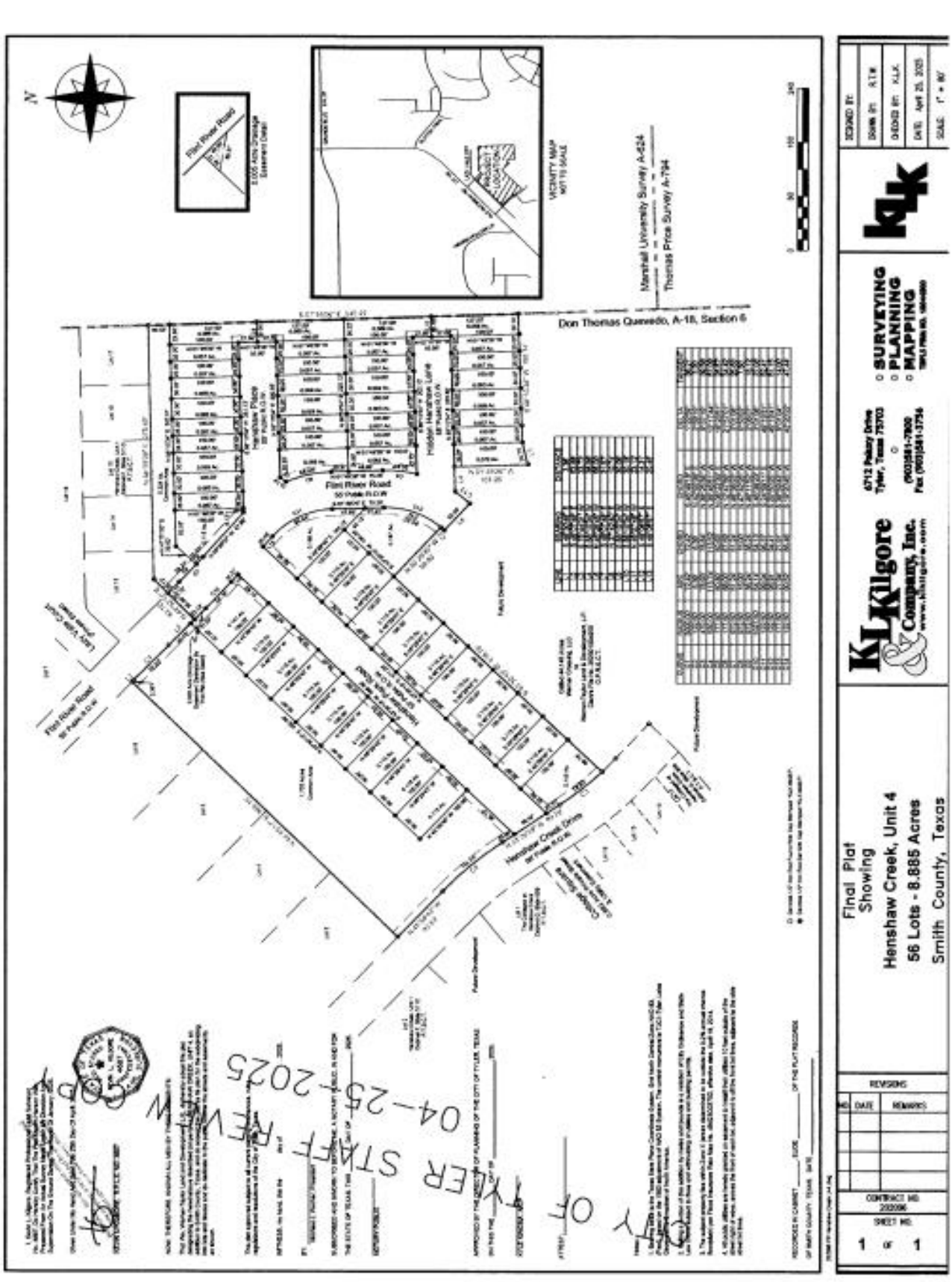
_____
DEBRORAH G. PULLUM,
CITY ATTORNEY

Exhibit A = location map
Exhibit B = property survey
Exhibit C = owner petition

ORDINANCE NO. O-2025-
EXHIBIT "A"
LOCATION MAP



ORDINANCE NO. O-2025-
EXHIBIT "B"
PROPERTY SURVEY



ORDINANCE NO. O-2025-
EXHIBIT "C"
OWNER PETITION

RECEIVED: _____ APPLICATION NO. _____
REFERRAL NO.: _____

REQUEST FOR ANNEXATION OF AREA ON REQUEST OF OWNERS

ITEMS REQUIRED FOR EACH APPLICATION:

(The following items are included in this packet. Instructions are included on each form. There is some repetition because the different forms are necessary for different reasons.)

A. **PETITION FOR ANNEXATION**
B. **APPLICANT'S SUPPORT INFORMATION FOR ANNEXATION REQUEST**
C. **LIST OF OWNERS OF ALL PROPERTY TO BE ANNEXED**
D. **AUTHORIZATION OF AGENT**
E. **MAP OF AREA (FORM E IS AN EXAMPLE ONLY.)**

(Provide a map of the area of the annexation request drawn to scale. Show all land uses, identify the ownership of each parcel of land, show any public ways within or abounding the areas, show any easements within or bordering the areas, and show the existing city limits.)

(NOTE: Filing fee of $420.00 (City Code Sec. 10-776) must be received with annexation petition)

****

ALL ANNEXATION IS BY ORDINANCE, AND ONLY THE CITY COUNCIL HAS THE AUTHORITY TO MAKE OR TO ENACT AN ORDINANCE. THIS REQUEST FOR ANNEXATION WILL NOT BE EFFECTIVE UNLESS IT IS PASSED BY THE CITY COUNCIL.

ANNEXATION PETITIONS MUST BE FILED IN THE PLANNING DEPARTMENT, TYLER DEVELOPMENT CENTER, 423 WEST FERGUSON.

PLEASE HAVE A REPRESENTATIVE PRESENT AT ALL PUBLIC HEARINGS. THE APPLICANT HAS THE DUTY TO PRODUCE EVIDENCE BEFORE THE PLANNING AND ZONING COMMISSION AND THE CITY COUNCIL TO JUSTIFY LEGALLY THE PROPOSED ANNEXATION.

FORM A1

That I (we), the undersigned, hereby certify that the tract described on FORM A, which is the subject of this annexation petition, is located adjacent to and adjoins the existing corporate limits of the City of Tyler, Texas, and that this petition is signed and duly acknowledged by each and every individual or corporation having a proprietary interest in said land.

IN WITNESS WHEREOF, I (We), as owner(s) of real property in the area described herein, hereby request annexation of this area, pursuant to Texas Local Government Code Section 43.0671, by signing this request on the date shown below.

_____ Michael J. Werner
SIGNATURE **PRINT NAME**

9/26/2025
DATE

_____ _____
SIGNATURE **PRINT NAME**

_____
DATE

(ACKNOWLEDGMENT)

THE STATE OF Texas
COUNTY OF Smith

This petition was acknowledged before me on the 26th **day of** September, 2025 **by** Michael J Werner.

JUDY TURCIOS
Notary Public, State of Texas
Comm. Expires 10/21/2026
Notary ID 12999342-0

_____
Notary Public
State of Texas

(ACKNOWLEDGMENT)

THE STATE OF _____
COUNTY OF _____

This petition was acknowledged before me on the _____ **day of** _____, _____ **by** _____.

_____
Notary Public
State of _____

FORM A

REQUEST FOR ANNEXATION OF AREA ON REQUEST OF OWNERS

TO THE HONORABLE MAYOR AND GOVERNING BODY OF THE CITY OF TYLER, TEXAS

The undersigned owners of the hereinafter described tract of land hereby request your Honorable Body to extend the present City limits so as to include as a part of the City of Tyler, Texas, the following described territory (complete and accurate field notes must be attached), to-wit:

Pursuant to Texas Local Government Code Section 43.0671, which provides for the annexation of an area if each owner of land in the area requests the annexation.

That I (we), the undersigned, hereby certify that the tract described on FORM A and attached field notes, which is the subject of this annexation petition, is located adjacent to and adjoins the existing corporate limits of the City of Tyler, Texas, and that this petition is signed and duly acknowledged by each and every individual or corporation having a proprietary interest in said land.

IN WITNESS WHEREOF, I (We), as owner(s) of real property in the area described herein, hereby request annexation of this area, pursuant to Texas Local Government Code Section 43.0671, by signing this request on the date shown below.

SIGNATURE

Michael J. Werner
PRINT NAME

9/25/2025
DATE

(ACKNOWLEDGMENT)

THE STATE OF Texas
COUNTY OF Smith

This petition was acknowledged before me on the 26th **day of** September, 2025 **by** Michael J Werner.

Notary Public
State of Texas

JUDY TURCIOS
Notary Public, State of Texas
Comm. Expires 10/21/2026
Notary ID 129699942-0

FORM B

APPLICANT'S SUPPORT INFORMATION FOR ANNEXATION REQUEST

Applicants shall submit the following information in support of their petition for annexation. This information will be utilized by the staff in preparing comments for City Council and in responding to citizens' inquiries.

1. **I (We) propose to utilize this property for the following purpose(s):**

   Residential attached and detached development

2. **I (We) am/are requesting this annexation for the following reason(s):**

   Develop the property with City of Tyler services and utilities

3. **State present use and condition of property and/or structures:**

   Undeveloped

4. **What is the location of the nearest water and sewer lines? Please indicate location on area map. (This information is available at the City Water Utilities Department, 511 West Locust Street)**

   Existing utilities along Henshaw Creek Drive

5. **Any additional information that you desire to provide concerning your annexation request:**

   Establish original zoning of PUR consistent with preliminary plat ar
   the attached development plan.

SIGNED:

Owner's Telephone Number	**OWNER (of property to be annexed)**
OR	
903-312-7075	
Agent's Telephone Number	**AGENT (When applicable – See Form D)**

FORM C

LIST OWNER(S) OF ALL PROPERTY REQUESTED TO BE ANNEXED

List the names and addresses of all owners of property included within the area requested by the annexation petition. (Please print)

	NAME	MAILING ADDRESS
1.	Werner-Taylor Land & Development LP	7266 Cross Water Tyler, TX 75703
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		

FORM D

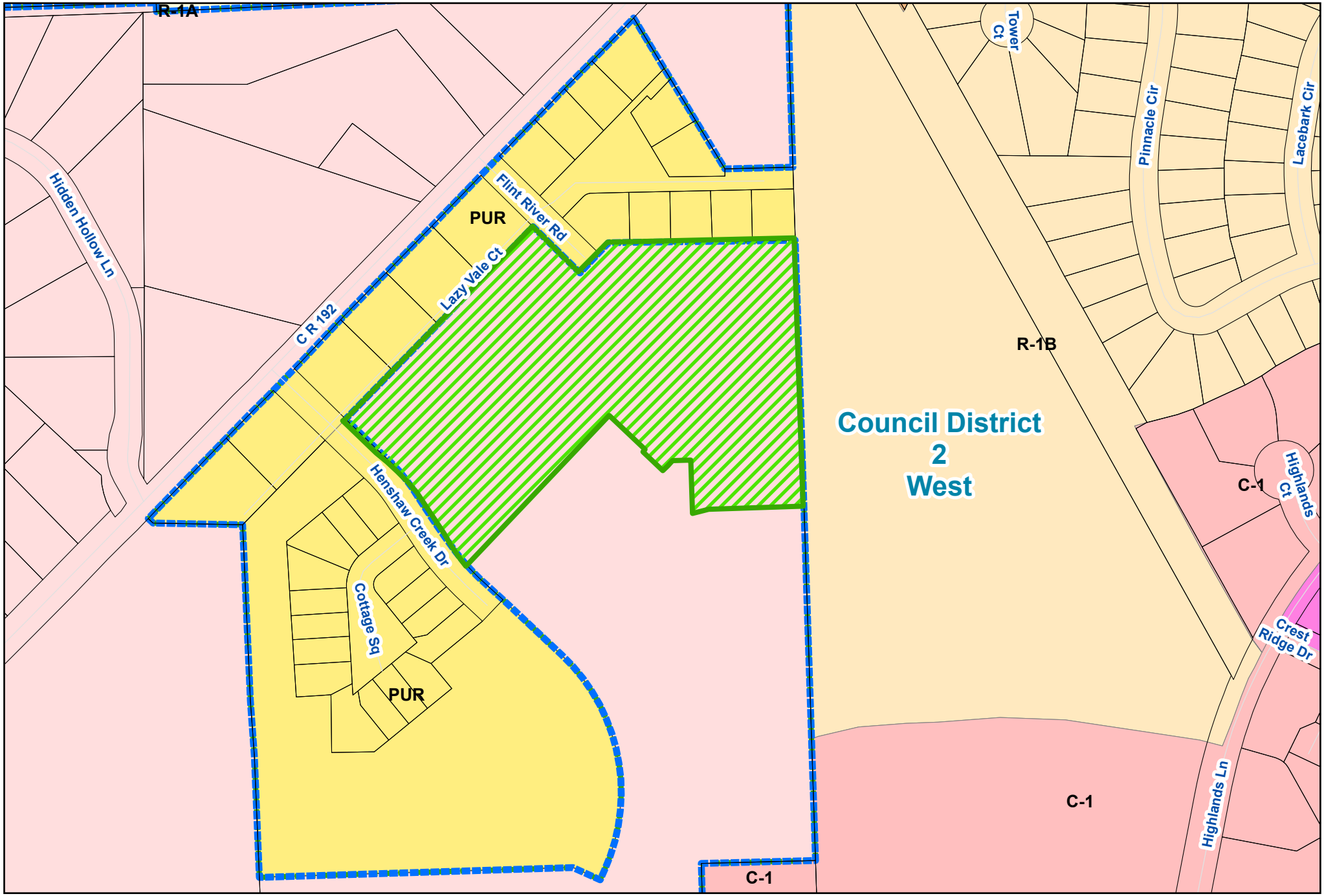
AUTHORIZATION OF AGENT

I (We), the undersigned, being owners of real property requested to be annexed according to this Application, do hereby authorize (print name and address of agent) Mark Priestner **to act as our Agent in the matter of this annexation request. The term "agent" shall mean any lessee, developer, option holder, or other authorized individual who is authorized to act in behalf of the owner(s) of said property requested to be annexed.**

(Form to be signed below by all owners of property requested to be annexed.)

	SIGNATURE	MAILING ADDRESS
1.		7266 Crosswater Tyler, TX 75703
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

(This form is necessary only when the person representing this request does not own any of the property requested to be annexed. Person must also sign Form B as "Agent".)

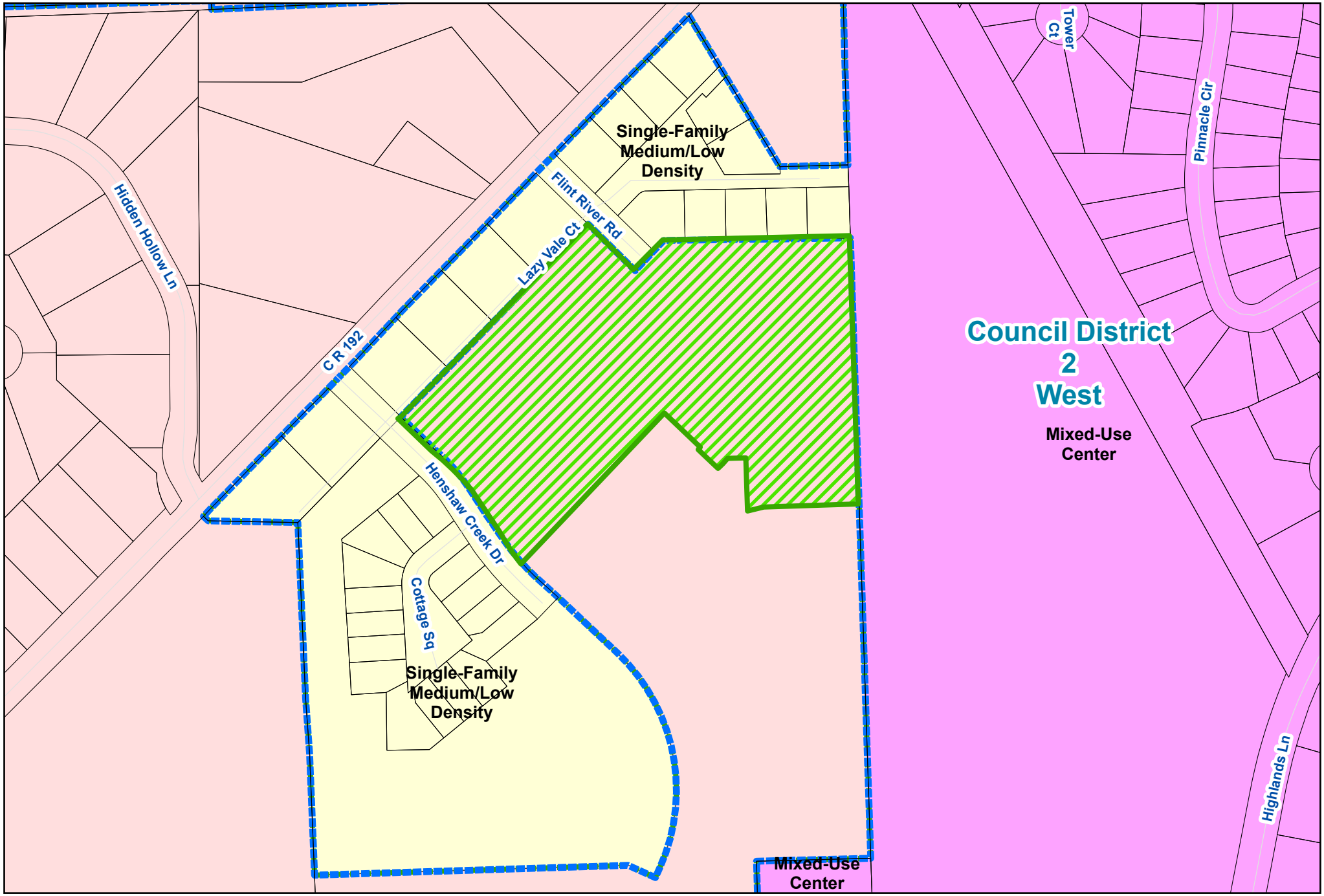


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1 inch equals 250 feet

ZONING CASE
Zoning Case #: A25-002
Current Zoning: ETJ
Proposed Zoning: PUR
WERNER-TAYLOR LAND & DEVELOPMENT LP

Subject Property
City Limits



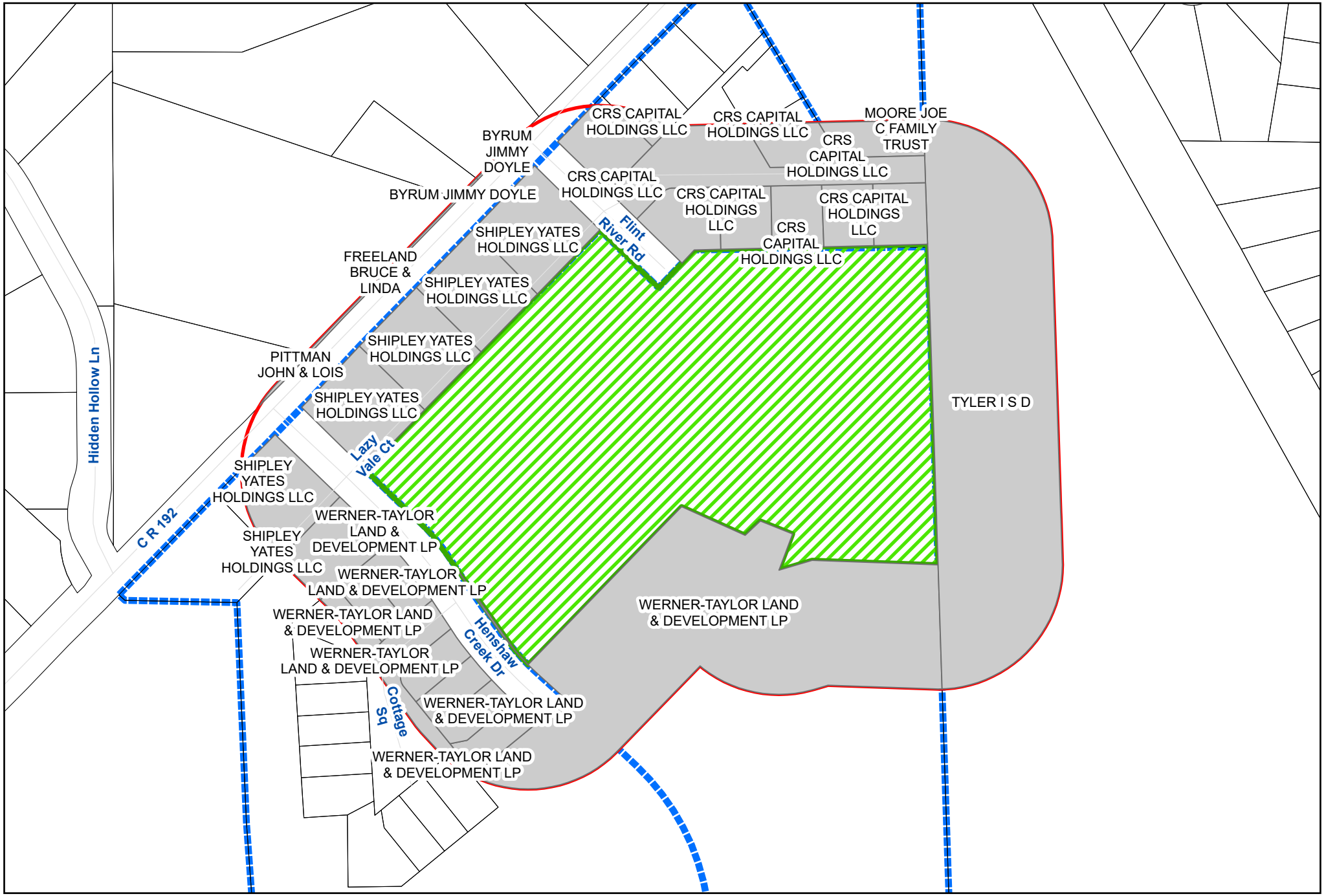
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1 inch equals 250 feet

ZONING CASE
Zoning Case #: A25-002
Current Zoning: ETJ
Proposed Zoning: PUR
WERNER-TAYLOR LAND & DEVELOPMENT LP

Subject Property

City Limits



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

1 inch equals 200 feet

ZONING CASE
Zoning Case #: A25-002
Current Zoning: ETJ
Proposed Zoning: PUR
WERNER-TAYLOR LAND & DEVELOPMENT LP

Subject Property
200' Mailed Notification Area
City Limits

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-3

Date: December 10, 2025

Subject: Z25-033 DIEBEL COMPANIES INC (420 WEST RIECK ROAD) Request that the City Council consider adoption of an Ordinance approving a zone change from C-1, Light Commercial District to R-MF, Multi-Family Residential District.

Item Reference:

The applicant is requesting the zone change to develop multi-family residential rental units on Lot 39 of NCB 1434 containing approximately 0.61 acres of land. Located south of the southwest intersection of Old Bullard Road and West Reick Road (420 West Rieck Road).

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

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

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

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

The adjacent properties to the north and east are zoned C-1, Light Commercial District and are

developed with commercial uses. The adjacent properties to the south and east are zoned C-1, Light Commercial District and R-MF, Multi-Family Residential District and are developed with both commercial and multi-family uses.

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

The lot was previously used for a children's day care facility. The existing buildings have been demolished, and the lot is vacant. The owner has existing R-MF property adjoining this lot to the south and to the east (The Establishment Apartments). The zoning change will allow the construction of residential rental units consistent with adjacent properties and the character of the area.

On December 2, 2025, the Planning and Zoning Commission held a public hearing for this request. There was no significant discussion.

As of Friday, November 28, 2025, of the seven notices mailed, no notices were returned in favor or opposition to the request.

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

RECOMMENDATION:

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

Attachments:
Ordinance
Location Map
Future Land Use Map
Notification Map

Drafted/Recommended By:
Department Leader Kyle Kingma, AICP, CFM, Planning Director

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2025-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CHANGING THE ZONING FROM C-1, LIGHT COMMERCIAL DISTRICT TO R-MF, MULTI-FAMILY RESIDENTIAL DISTRICT ON LOT 39 OF NCB 1434 CONTAINING APPROXIMATELY 0.61 ACRES OF LAND LOCATED SOUTH OF THE SOUTHWEST INTERSECTION OF OLD BULLARD ROAD AND WEST RIECK ROAD (420 WEST RIECK ROAD); DIRECTING THE AMENDMENT OF THE ZONING MAP; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

I. APPLICATION Z25-033

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

Lot 39 of NCB 1434 containing approximately 0.61 acres of land. Located south of the southwest intersection of Old Bullard Road and West Reick Road (420 West Rieck Road)

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

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

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

PASSED AND APPROVED this the 10th day of December A.D., 2025.

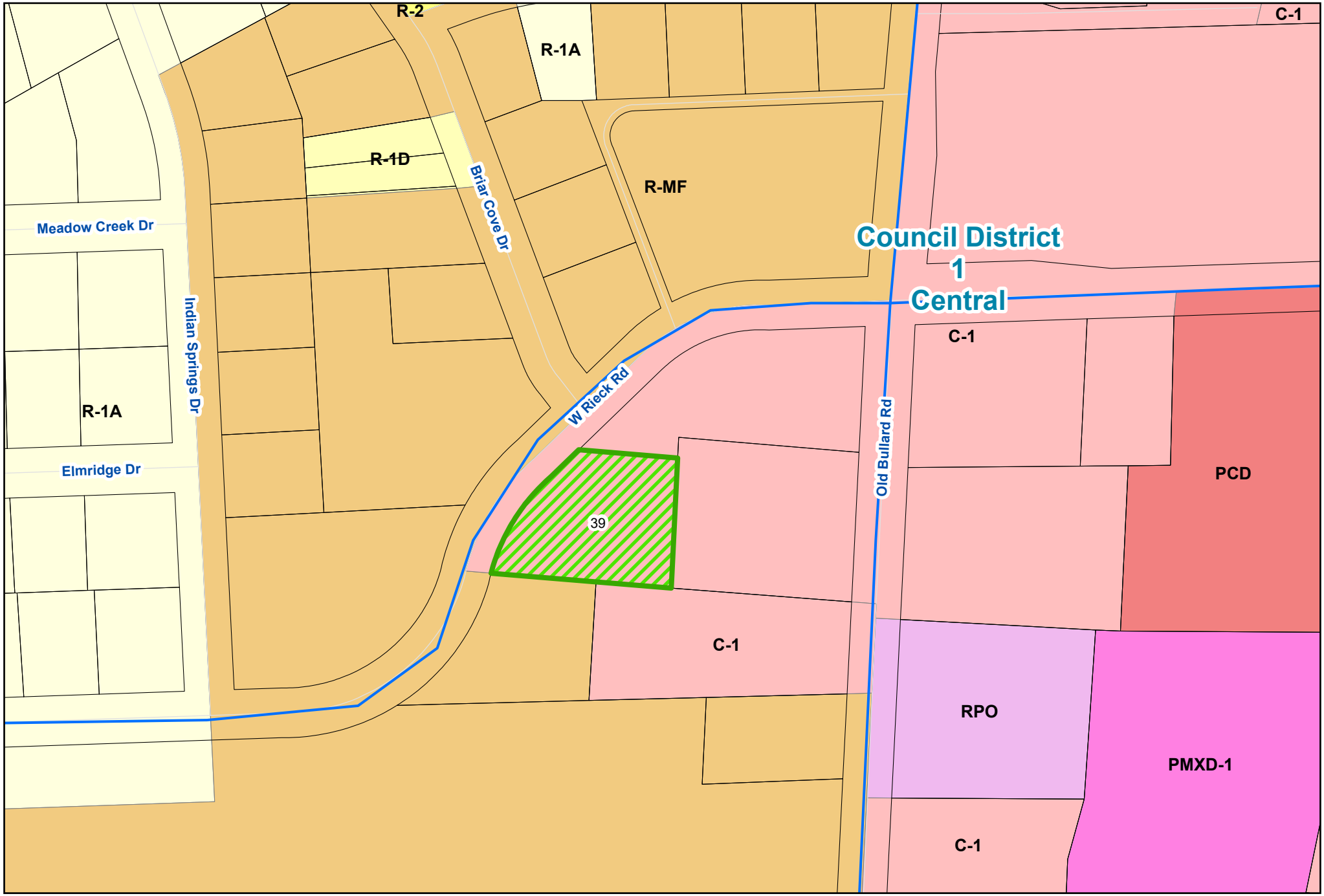
_____
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

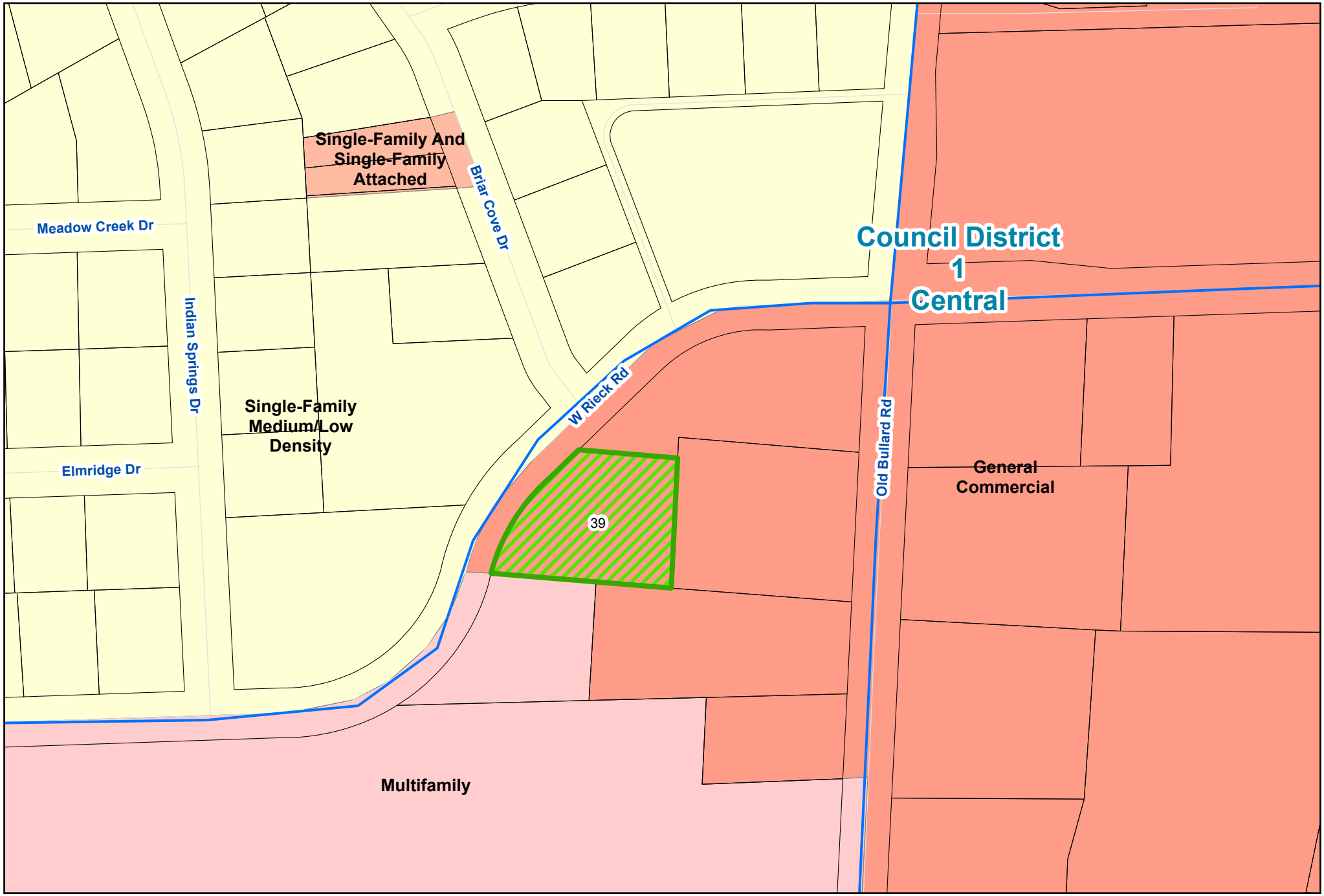


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1 inch equals 150 feet

ZONING CASE
Zoning Case #: Z25-033
Current Zoning: C-1
Proposed Zoning: R-MF
DEIBEL COMPANIES INC.

Subject Property



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1 inch equals 150 feet

ZONING CASE
Zoning Case #: Z25-033
Current Zoning: C-1
Proposed Zoning: R-MF
DEIBEL COMPANIES INC.

Subject Property



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1 inch equals 100 feet

ZONING CASE
Zoning Case #: Z25-033
Current Zoning: C-1
Proposed Zoning: R-MF
DEIBEL COMPANIES INC.

Subject Property
200' Mailed Notification Ar

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-4

Date: December 10, 2025

Subject: Z25-034 CHARLES W DURRETT (800 WEST ERWIN STREET) Request that the City Council consider adoption of an Ordinance approving a zone change from M-1, Light Industrial District to DBAC, Downtown Business, Arts and Culture District.

Item Reference:

The applicant is requesting the zone change to allow the property to be used for a mixture of residential, retail, and entertainment uses on Lot 12 of NCB 187, one lot containing approximately 1.17 acres of land located east of the southeast intersection of Palace Avenue and West Erwin Street (800 West Erwin Street).

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

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

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

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

Adjacent properties to the west are zoned M-1, Light Industrial District and are developed with

commercial uses. Adjacent properties to the north and east are zoned M-1 and PMXD-2 and are partially developed with industrial and commercial uses. To the south are zoned C-2 and M-1 and are developed with industrial and commercial uses.

The request is consistent with the Tyler 1st Future Land Use Guide identifies this property as High-Density Mixed Use.

The proposed zone change aligns with the Tyler 1st Comprehensive Plan's objectives for development in the Downtown Planning Area. The applicant is requesting a zone change to renovate the existing building and convert it into a mixed-use district with residential, retail, and entertainment uses.

On December 2, 2025, the Planning and Zoning Commission held a public hearing for this request. The applicant Andy Bergfeld made himself know to the commission and was open to questions. There was no significant discussion.

As of Friday, December 5, 2025, of the 17 notices mailed, no notices were returned in favor or in opposition to the request.

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

RECOMMENDATION:

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

Attachments:
Ordinance
Location Map
Future Land Use Map
Notification Map

Drafted/Recommended By:
Department Leader Kyle Kingma, AICP, CFM, Planning Director

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2025-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CHANGING THE ZONING FROM M-1, LIGHT INDUSTRIAL DISTRICT TO DBAC, DOWNTOWN BUSINESS, ARTS AND CULTURE DISTRICT ON LOT 12 OF NCB 187 ONE LOT CONTAINING APPROXIMATELY 1.17 ACRES OF LAND LOCATED EAST OF THE SOUTHEAST INTERSECTION OF PALACE AVENUE AND WEST ERWIN STREET (800 WEST ERWIN STREET); DIRECTING THE AMENDMENT OF THE ZONING MAP; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

I. APPLICATION Z25-034

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

Lot 12 of NCB 187 containing approximately 1.17 acres of land. Located east of the southeast intersection of Palace Avenue and West Erwin Street (800 West Erwin Street)

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

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

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

PASSED AND APPROVED this the 10th day of December A.D., 2025.

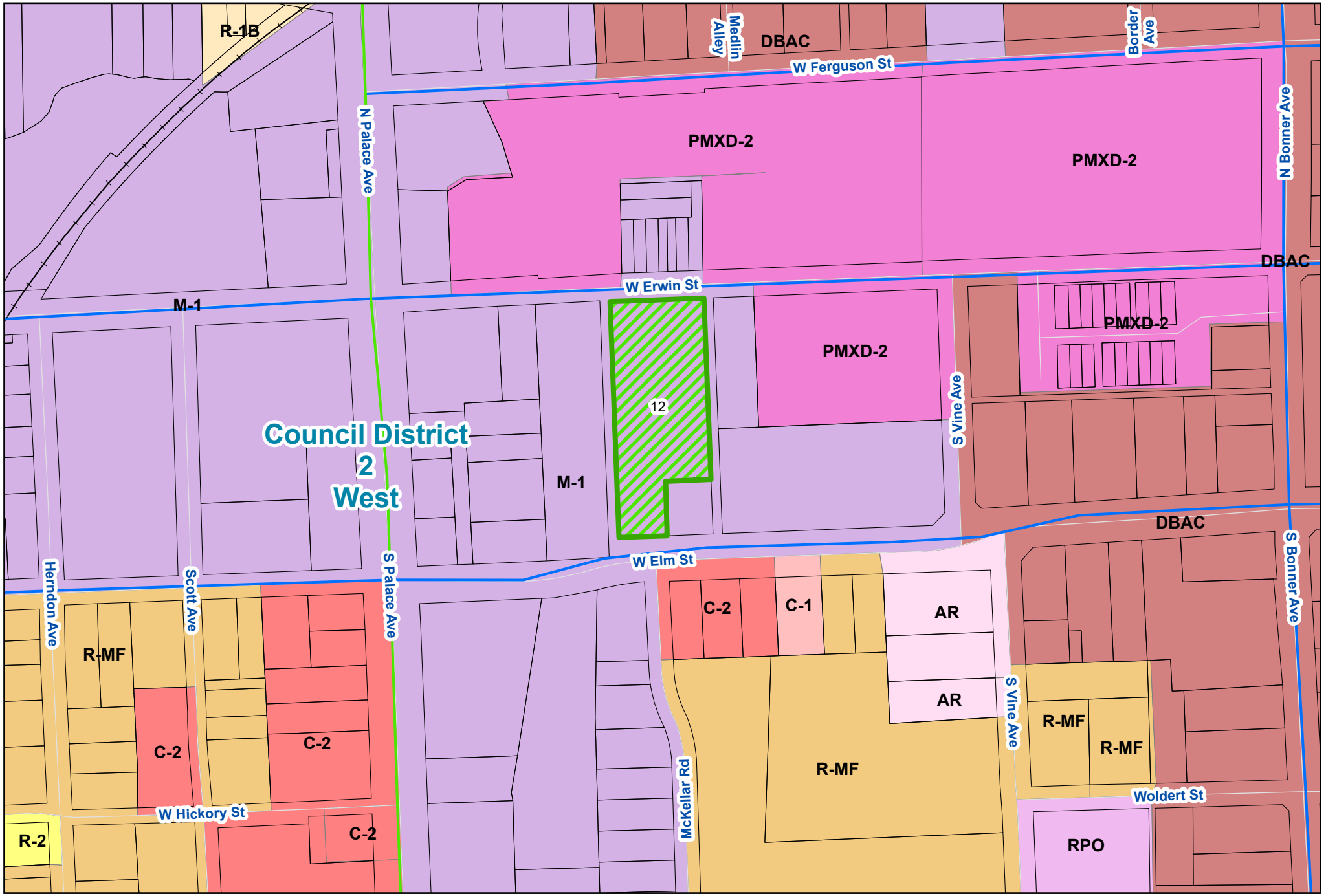
_____
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

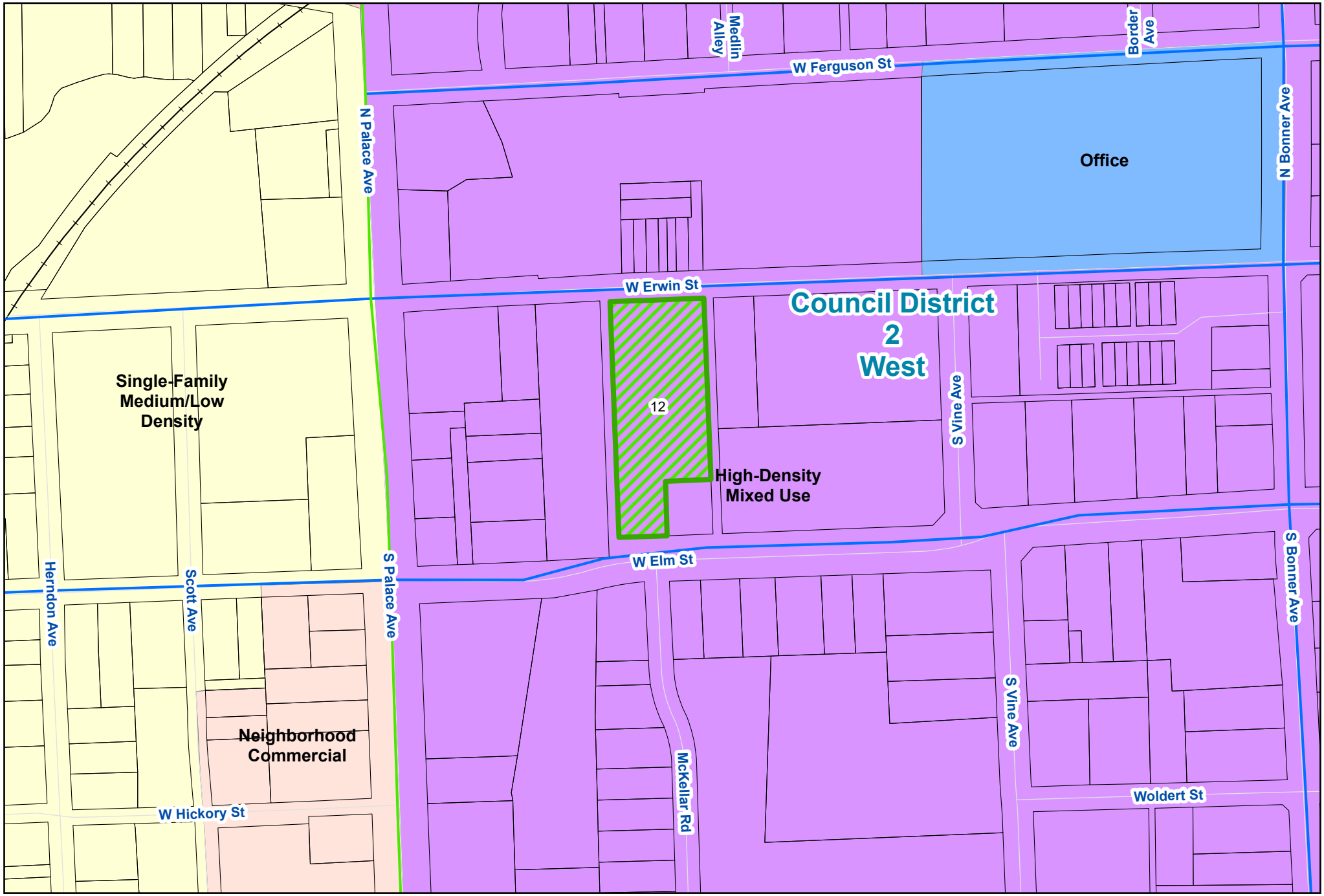


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1 inch equals 200 feet

ZONING CASE
Zoning Case #: Z25-034
Current Zoning: M-1
Proposed Zoning: DBAC
CHARLES W DURRETT

Subject Property

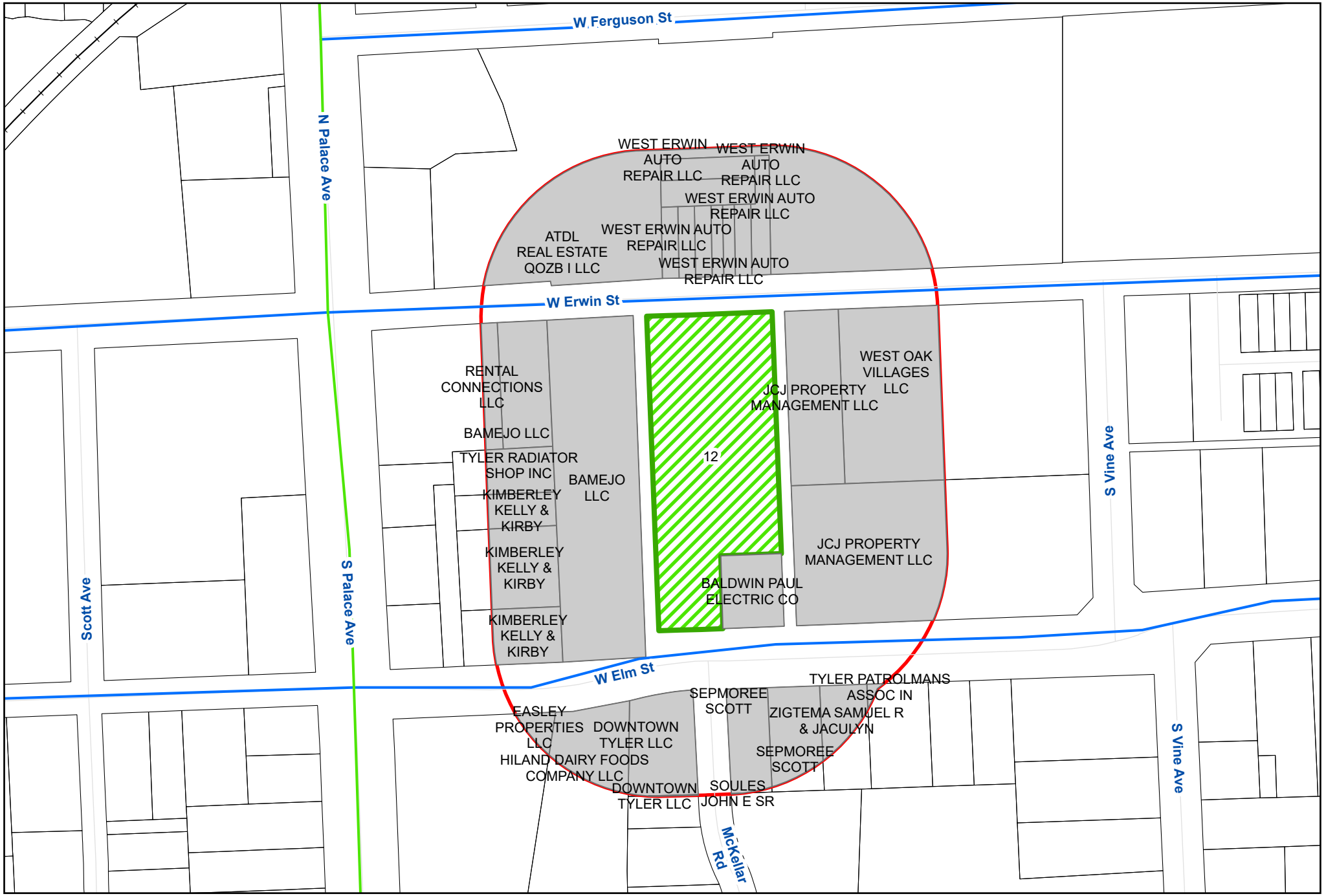


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ZONING CASE
Zoning Case #: Z25-034
Current Zoning: M-1
Proposed Zoning: DBAC
CHARLES W DURRETT

Subject Property



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1 inch equals 150 feet

ZONING CASE
Zoning Case #: Z25-034
Current Zoning: M-1
Proposed Zoning: DBAC
CHARLES W DURRETT

Subject Property
200' Mailed Notification Area

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-5

Date: December 10, 2025

Subject: Z25-031 SUPRA VENTURES LLC (108, 109, 113, 114, 117, 120, 121, 125 DONNA DRIVE AND 110, 111, 114, 118, 119, 122, 126, 129, 130, 133, 137 MELINDA LANE) Request that the City Council consider adoption of an Ordinance approving a zone change from R-1A, Single-Family Residential District to R-1B, Single-Family Residential District.

Item Reference:

The applicant is requesting the zone change to develop detached single-family homes on Lots 1-6 of NCB 908-C and Lots 10-22 of NCB 908-A, 29 lots containing approximately 6.60 acres of land located north of the intersection of West Elm Street and Melinda Lane (108, 109, 113, 114, 117, 120, 121, 125 Donna Drive and 110, 111, 114, 118, 119, 122, 126, 129, 130, 133, 137 Melinda Lane).

According to the Unified Development Code (UDC), the R-1B, Single-Family Residential District is primarily intended to accommodate development of detached, single-family housing on smaller individual lots. In addition, the district allows churches, schools, and accessory buildings and uses. The maximum building height is 42 feet. Setback requirements are 25 feet in the front and rear, six feet on the interior side and 12 feet on the corner side. Minimum lot size is 6,000 square feet.

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

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

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

The adjacent properties to the north and west are zoned C-2, General Commercial District, and are

developed with commercial uses. The adjacent properties to the east and south are zoned R-1A, Single-Family Residential District, and are developed with single-family homes.

The request is consistent with the Tyler 1st Future Land Use Guide, which identifies this property as Single-Family Medium/Low Density.

The property is currently undeveloped, and the applicant is requesting a zone change to construct 29 detached single-family homes. This proposal aligns with the character of the surrounding neighborhood, which features single-family residences ranging from 1,300 to 2,000 square feet. The requested zone change supports the Tyler 1st Comprehensive Plan by contributing to the goal of adding 3,000 new households in North Tyler through infill development, promoting more efficient land use, and neighborhood revitalization.

On November 4, 2025, the Planning and Zoning Commission held a public hearing for the request. No one spoke in favor or in opposition to the request.

As of Friday, December 5, 2025, of the 28 notices mailed, no notices were returned in favor or in opposition to the request.

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

RECOMMENDATION:

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

Attachments:
Ordinance
Location Map
Future Land Use Map
Notification Map

Drafted/Recommended By:
Department Leader Kyle Kingma, Planning Director, AICP, CFM

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2025-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CHANGING THE ZONING FROM R-1A, SINGLE-FAMILY RESIDENTIAL DISTRICT TO R-1B, SINGLE-FAMILY RESIDENTIAL DISTRICT ON LOTS 1-6 OF NCB 908-C AND LOTS 10-22 OF NCB 908-A, 29 LOTS CONTAINING APPROXIMATELY 6.60 ACRES OF LAND LOCATED NORTH OF THE INTERSECTION OF WEST ELM STREET AND MELINDA LANE (108, 109, 113, 114, 117, 120, 121, 125 DONNA DRIVE AND 110, 111, 114, 118, 119, 122, 126, 129, 130, 133, 137 MELINDA LANE); DIRECTING THE AMENDMENT OF THE ZONING MAP; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

I. APPLICATION Z25-031

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

> Lots 1-6 of NCB 908-C and Lots 10-22 of NCB 908-A, 29 lots containing approximately 6.60 acres of land located north of the intersection of West Elm Street and Melinda Lane (108, 109, 113, 114, 117, 120, 121, 125 Donna Drive and 110, 111, 114, 118, 119, 122, 126, 129, 130, 133, 137 Melinda Lane).

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

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

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

PASSED AND APPROVED this the 10th day of December A.D., 2025.

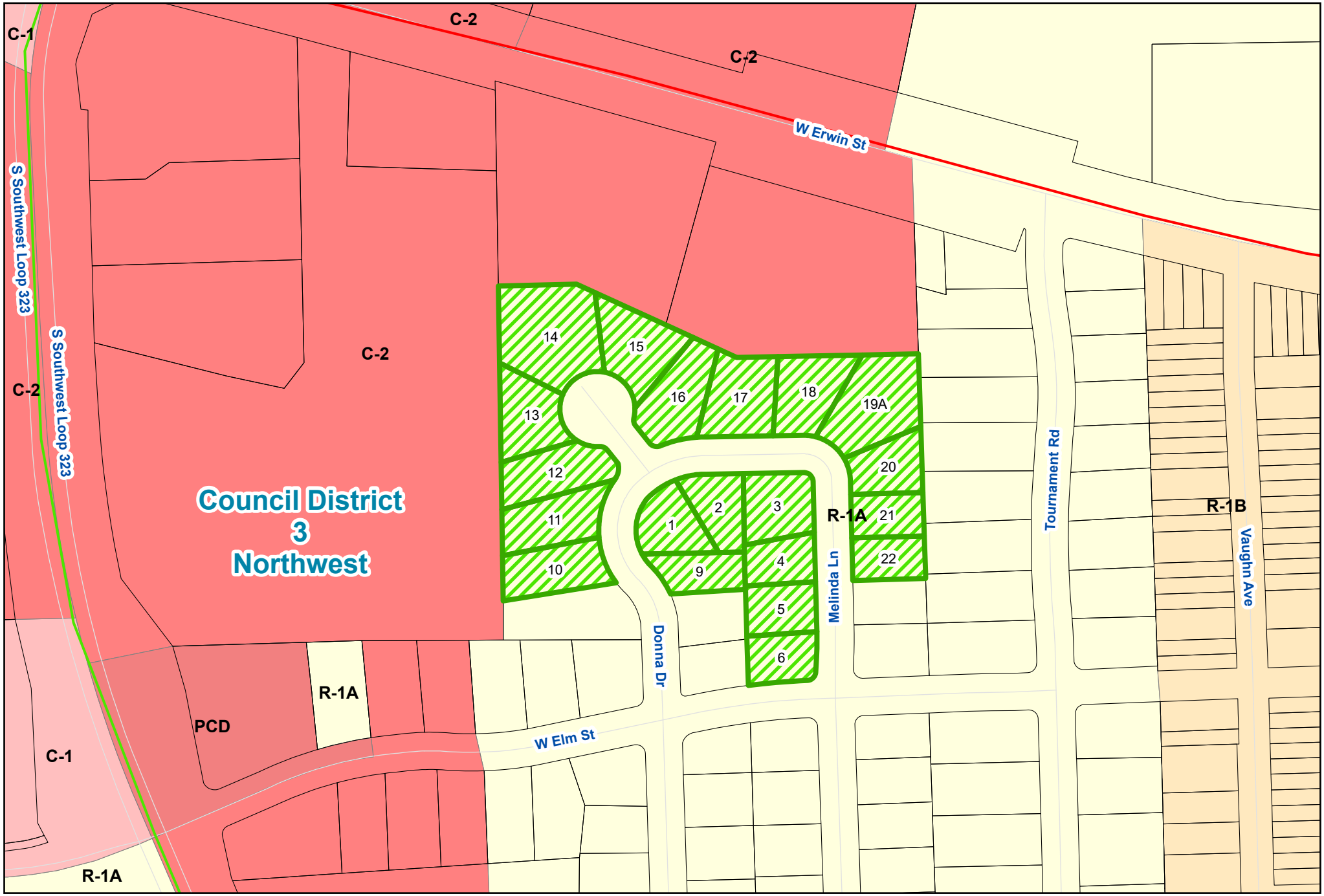
_____
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

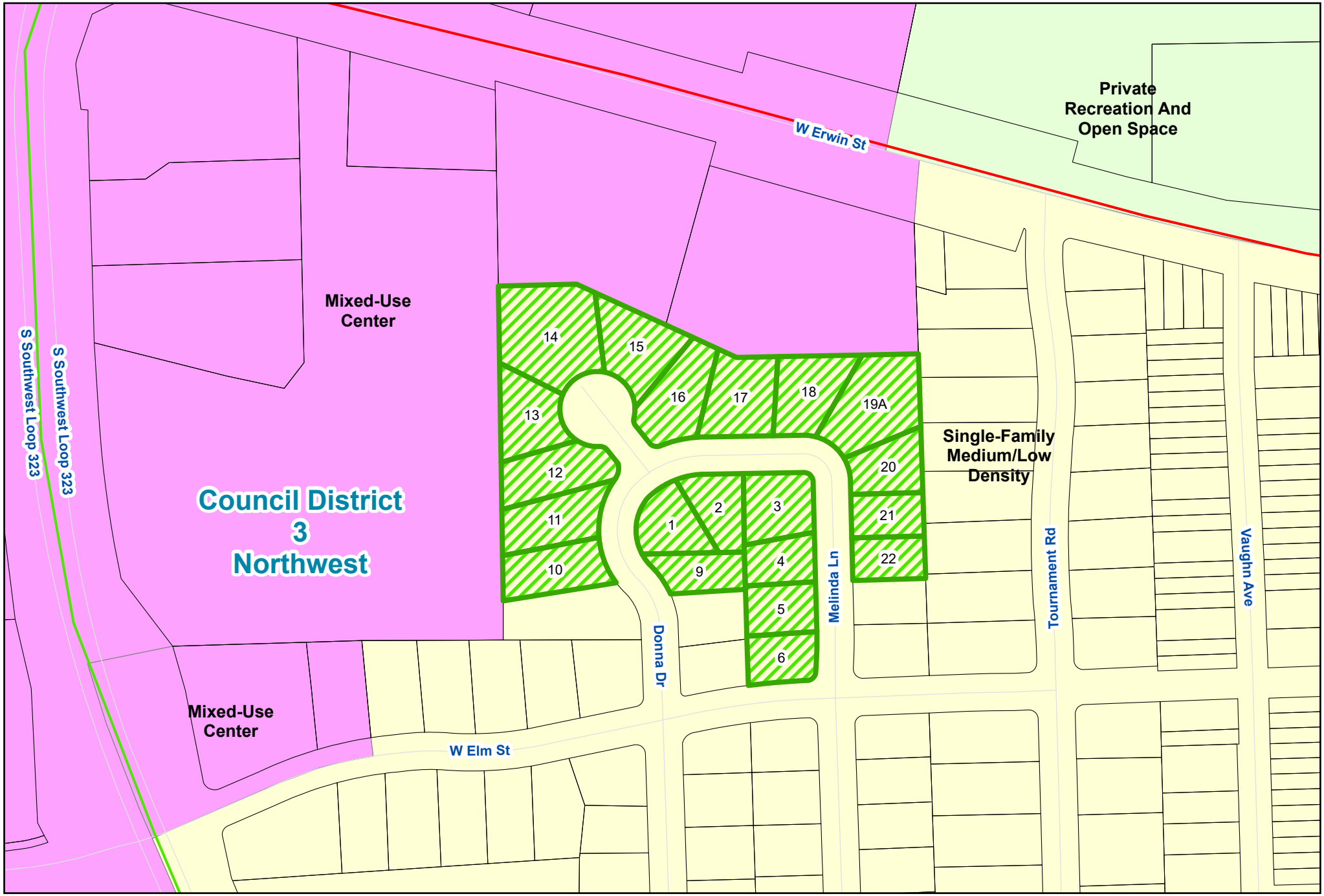


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1 inch equals 200 feet

ZONING CASE
Zoning Case #: Z25-031
Current Zoning: R-1A
Proposed Zoning: R-1B
SUPRA VENTURES LLC

Subject Property

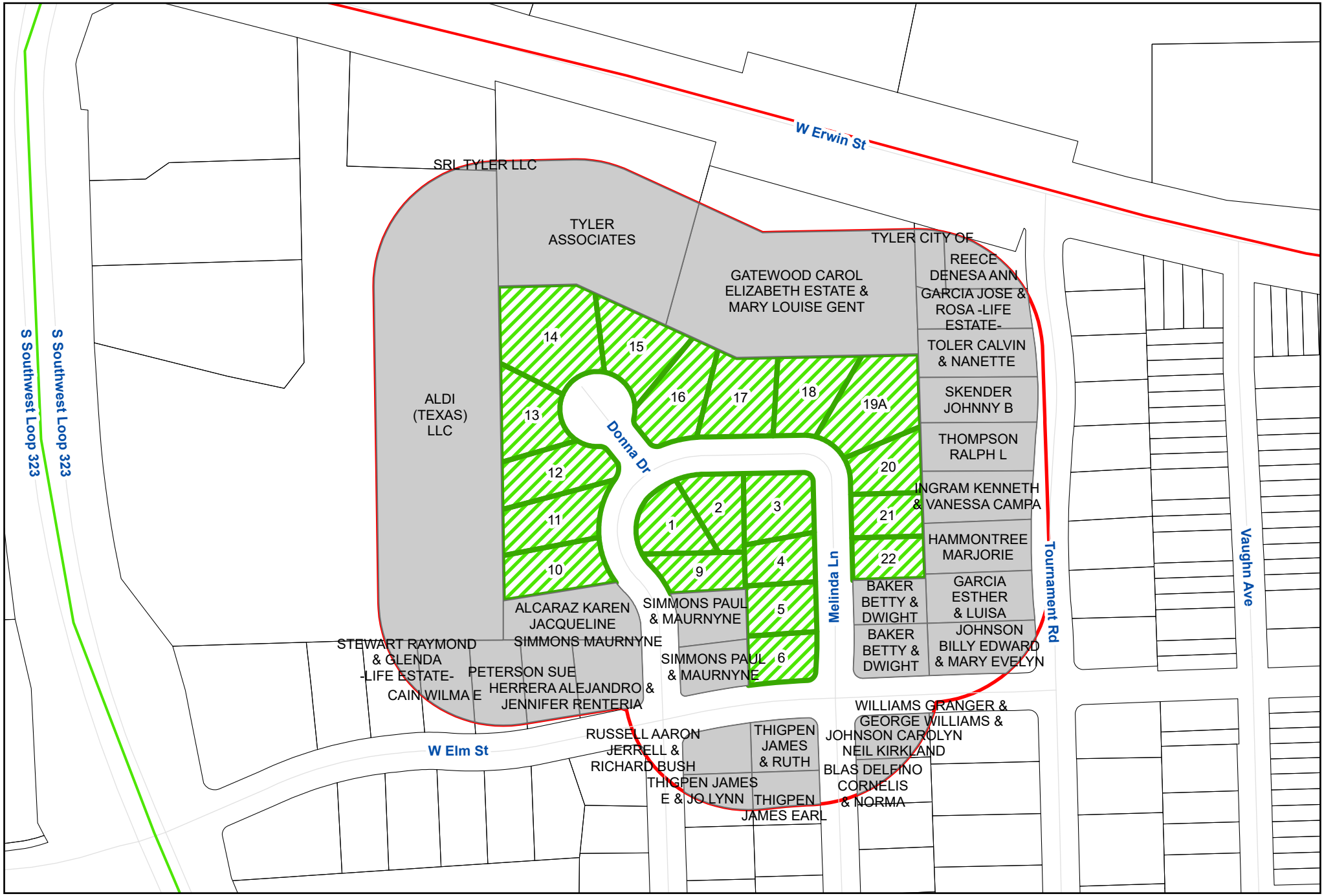


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ZONING CASE
Zoning Case #: Z25-031
Current Zoning: R-1A
Proposed Zoning: R-1B
SUPRA VENTURES LLC

Subject Property



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1 inch equals 200 feet

ZONING CASE
Zoning Case #: Z25-031
Current Zoning: R-1A
Proposed Zoning: R-1B
SUPRA VENTURES LLC

Subject Property
200' Mailed Notification Ar

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-6

Date: December 10, 2025

Subject: PD25-020 GENECOV WEST MUD CREEK LLC (A PORTION OF 8521 PALUXY DRIVE) Request that the City Council consider adoption of an Ordinance approving a zone change from PUR Planned Unit Residential District to PUR Planned Unit Residential District with a final site plan.

Item Reference:

The applicant is requesting the zone change to specifically and exclusively develop a two-story attached single-family housing development, on a 3.29 acre portion of Tract 15 of ABST A0819 J Ratcliff, one tract of land containing approximately 145.98 acres of land located west of the southwest intersection of Jeff Davis Drive and Paluxy Drive (8521 Paluxy Drive).

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

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

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

proposed amendment.

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

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

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

The adjacent properties to the north are zoned R-1A, Single-Family Residential District, AG, Agricultural District, and are developed with single-family homes or are undeveloped. The adjacent properties to the east are zoned PUR, Planned Unit Residential, AG, Agricultural District, and are undeveloped. The adjacent properties to the south are zoned AG, Agricultural District, PMF, Planned Multi-Family District and are undeveloped. The adjacent property to the west is zoned AG, Agricultural District and is undeveloped.

This request is consistent with the adopted Tyler 1st Future Land Use Guide, which identifies this property as Single-Family Medium/Low Density.

The applicant is requesting a zone change to develop a two-story, attached single-family housing project. The final site plan proposes 39 units to be constructed in a single phase at a density of 11.85 units per acre, with 15-foot setbacks on all front, rear, interior side, and corner lot boundaries. The originally approved PUR used R-1B standards, which this proposal no longer meets due to its increased density. If the density increases further, a re-evaluation of the Traffic Impact Analysis (TIA) will be required. The property is located at the future intersection of a minor arterial street (New Copeland Road) and a collector street (McClenny Drive). The proposed density is reasonable given these planned future conditions.

On December 2, 2025, the Planning and Zoning Commission held a public hearing for this request. There was no significant discussion.

As of Friday, December 5, 2025, of the six notices mailed, no notices were returned in favor, or in opposition to the request

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

RECOMMENDATION:

The Planning and Zoning Commission by a 7-0 vote recommends approval of the zone change from PUR Planned Unit Residential District to PUR Planned Unit Residential District with a final site plan.

Attachments:
Ordinance
Location Map
Future Land Use Guide Map
Notification Map

Drafted/Recommended By:
Department Leader Kyle Kingma, AICP, CFM, Planning Director

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2025-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY AMENDING THE PUR, PLANNED UNIT RESIDENTIAL DISTRICT FINAL SITE PLAN AMENDMENT ON A 3.29 ACRE PORTION OF TRACT 15 OF ABST A0819 J RATCLIFF, ONE TRACT OF LAND CONTAINING APPROXIMATELY 145.98 ACRES OF LAND LOCATED WEST OF THE SOUTHWEST INTERSECTION OF JEFF DAVIS DRIVE AND PALUXY DRIVE (8521 PALUXY DRIVE); DIRECTING THE AMENDMENT OF THE ZONING MAP; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

I. APPLICATION PD25-020

That the existing site development plan is hereby amended by approving as depicted and in accordance with the Final Site Plan in Exhibit "A" on the following described property zoned PUR, Planned Unit Residential District, to wit:

> On a 3.29 acre portion of Tract 15 of ABST A0819 J Ratcliff, one tract of land containing approximately 145.98 acres of land located west of the southwest intersection of Jeff Davis Drive and Paluxy Drive (8521 Paluxy Drive).

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

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

PART 4: That any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine as provided in Section 1-4 of the Tyler Code. Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Since this ordinance has a penalty

for violation, it shall not become effective until after its publication in the newspaper as provided by Section 85 of the Charter of the City of Tyler, Texas, which date is expected to be December 12th, 2025.

PASSED AND APPROVED this the 10th day of December A.D., 2025.

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

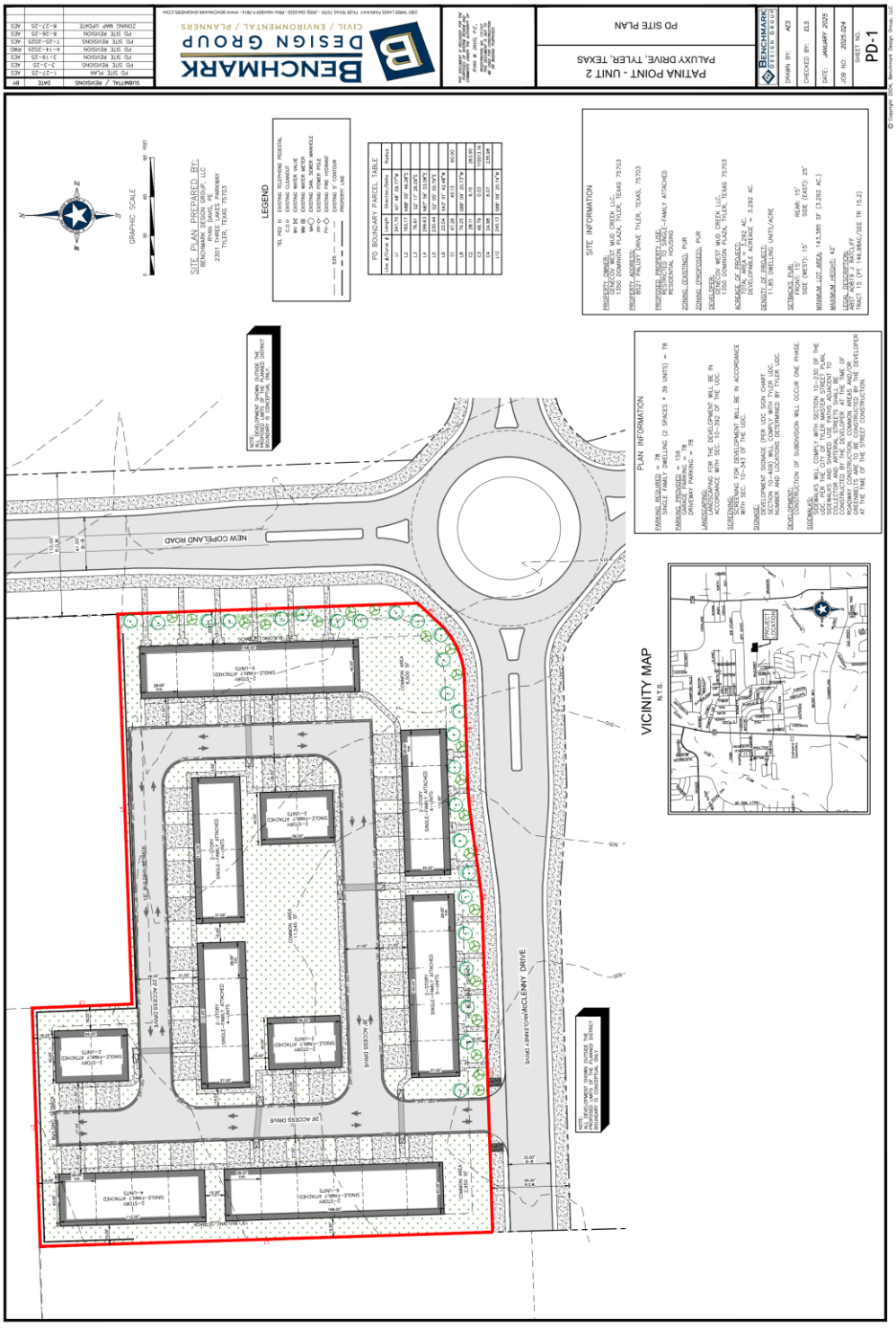
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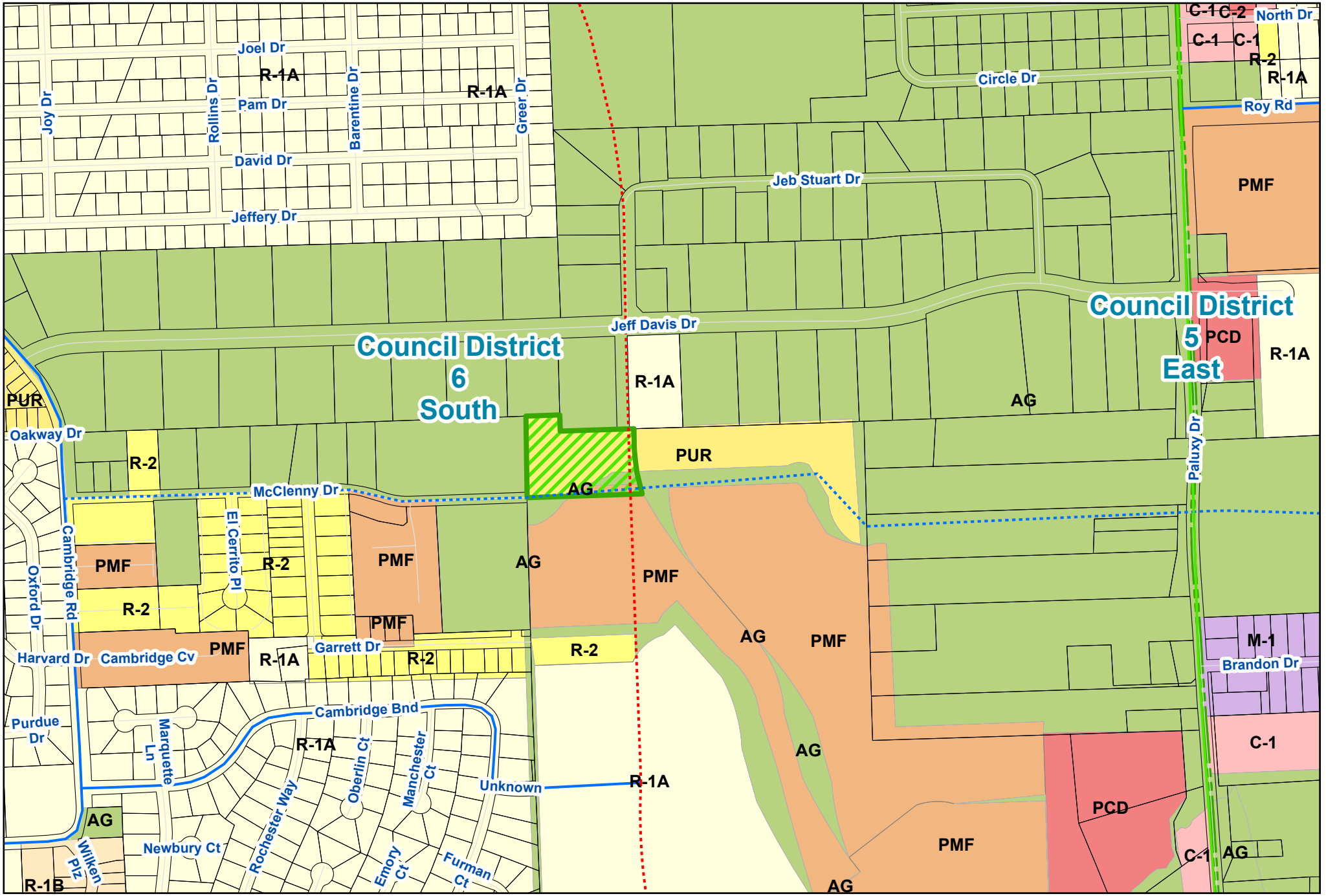
_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

ORDINANCE NO. O-2025-
EXHIBIT "A"
FINAL SITE PLAN





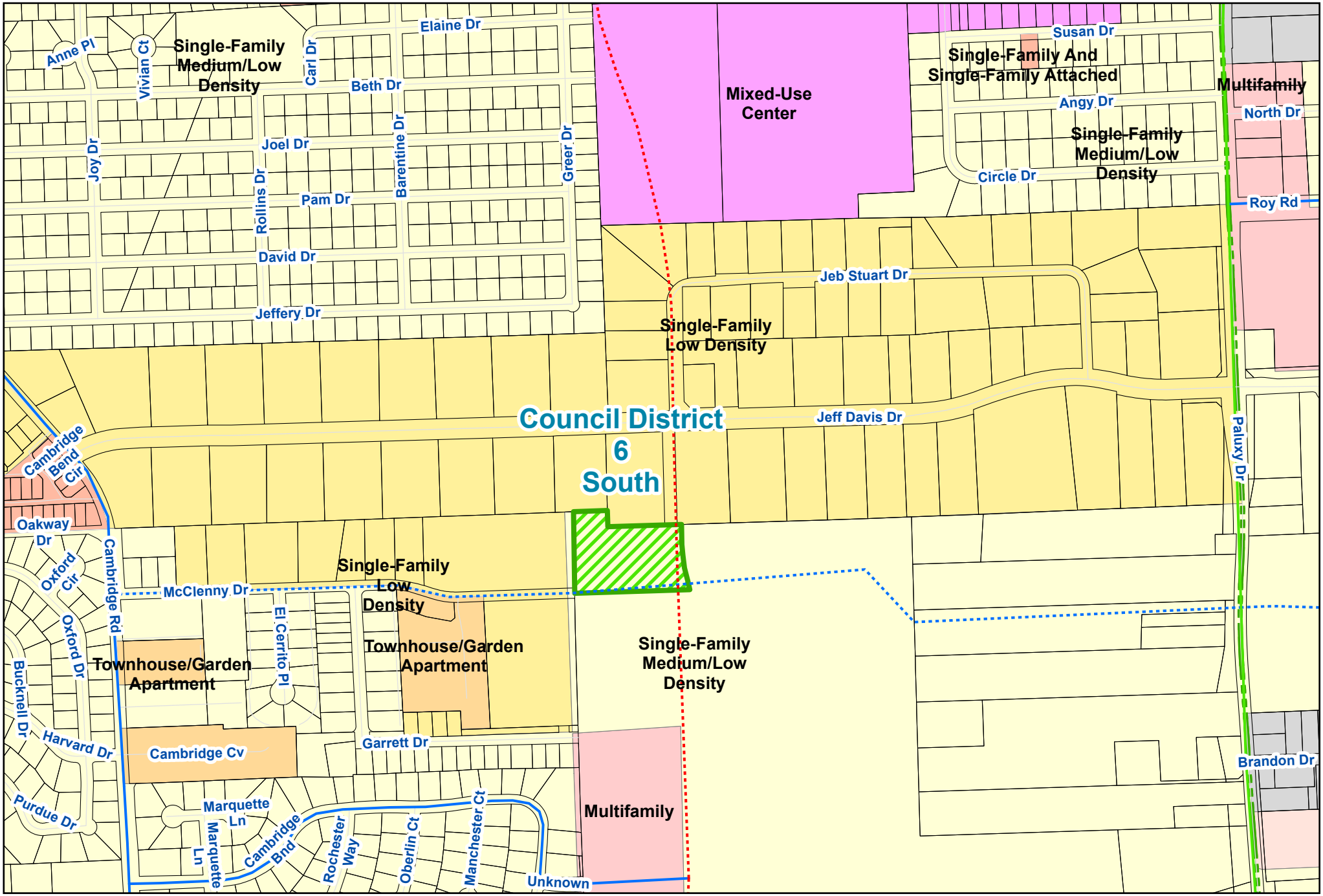
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

1 inch equals 600 feet

N

ZONING CASE
Zoning Case #: PD25-020
Current Zoning: PUR
Proposed Zoning: PUR Site Plan Amendment
GENECOV WEST MUD CREEK

Subject Property



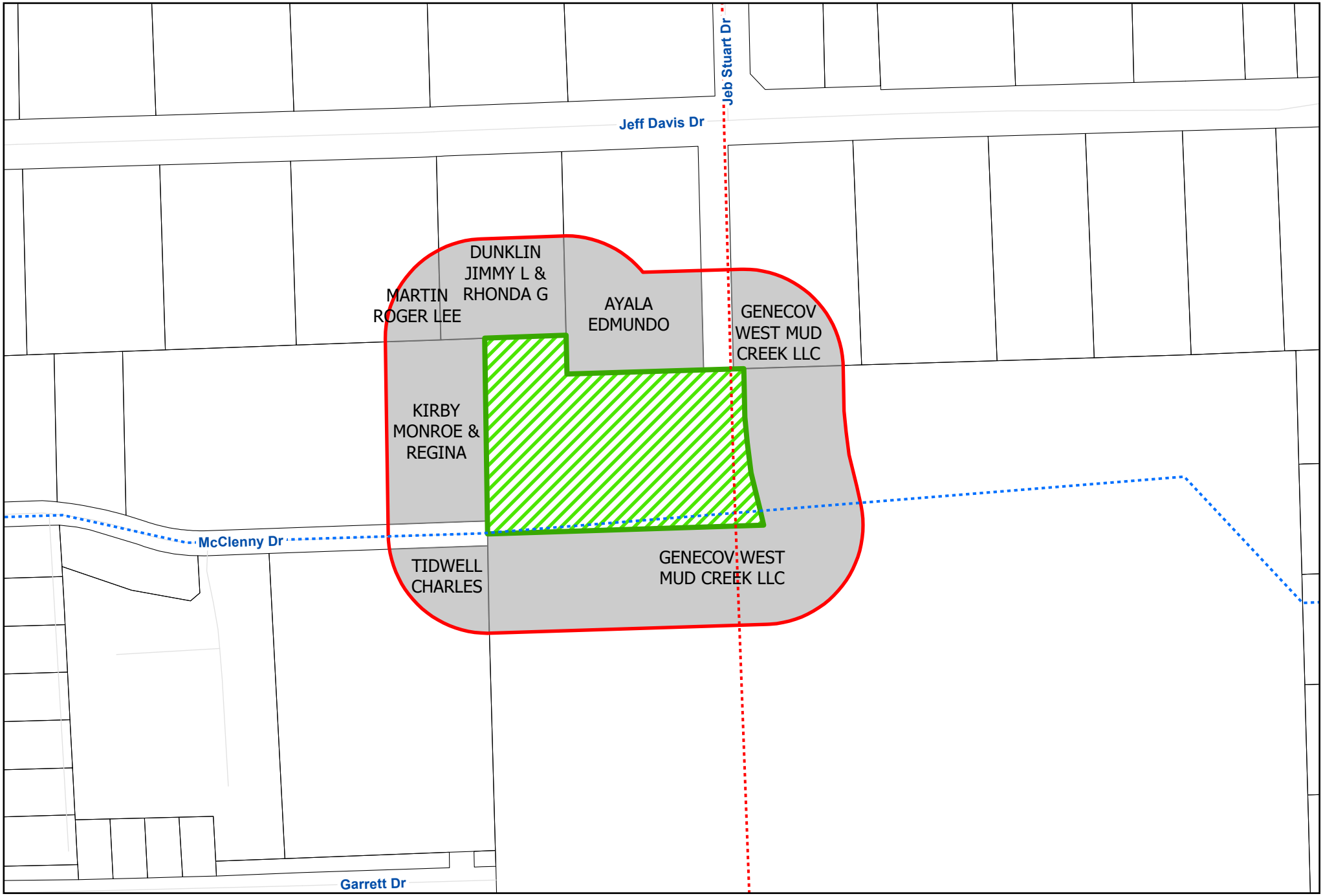
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1 inch equals 600 feet

N

ZONING CASE
Zoning Case #: PD25-020
Current Zoning: PUR
Proposed Zoning: PUR Site Plan Amendment
GENECOV WEST MUD CREEK

Subject Property



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1 inch equals 250 feet

N

ZONING CASE
Zoning Case #: PD25-020
Current Zoning: PUR
Proposed Zoning: PUR Site Plan Amendment
GENECOV WEST MUD CREEK

Subject Property
200' Mailed Notification Area

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-7

Date: December 10, 2025

Subject: C25-004 JOYCE C KUSHEBA (AN UNIMPROVED ALLEY RIGHT-OF-WAY) Request that the City Council consider adoption of an Ordinance approving the closure of an unimproved alley right-of-way adjacent to 214 and 218 Adams Avenue.

Item Reference:

The applicant is requesting the closure to replat the right-of-way into adjacent properties. The north side of the right-of-way is adjacent to Lots 16 and 17 of NCB 40. The east side of the right-of-way is adjacent to Lot 19 of NCB 40. The south side of the right-of-way is adjacent to Lots 20 and 21 of NCB 40. The west side of the right-of-way is adjacent to Lot 18 of NCB 40.

The applicant is requesting the closure to replat the right-of-way into adjacent properties. The alley right-of-way is unimproved and has never been used or maintained for public access. The applicant will be required to dedicate utility easements and drainage if necessary.

On December 2, 2025, the Planning and Zoning Commission held a public hearing for the request.

As of Friday, December 5, 2025, of the 24 notices mailed, no notices were returned in favor or in opposition to the requested closure.

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

RECOMMENDATION:

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

Attachments:
Ordinance
Location Map
Future Land Use Map
Notification Map

Drafted/Recommended By:

Department Leader Kyle Kingma, Planning Director, AICP, CFM

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2025-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CLOSING A PORTION OF AN UNIMPROVED ALLEY RIGHT-OF-WAY. THE NORTH SIDE OF THE RIGHT-OF-WAY IS ADJACENT TO LOTS 16 AND 17 OF NCB 40. THE EAST SIDE OF THE RIGHT-OF-WAY IS ADJACENT TO LOT 19 OF NCB 40. THE SOUTH SIDE OF THE RIGHT-OF-WAY IS ADJACENT TO LOTS 20 AND 21 OF NCB 40. THE WEST SIDE OF THE RIGHT-OF-WAY IS ADJACENT TO LOT 18 OF NCB 40.; PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH CLOSURE; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

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

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

I. APPLICATION C25-004

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

> A portion of an unimproved alley right-of-way. The north side of the right-of-way is adjacent to Lots 16 and 17 of NCB 40. The east side of the right-of-way is adjacent to Lot 19 of NCB 40. The south side of the right-of-way is adjacent to Lots 20 and 21 of NCB 40. The west side of the right-of-way is adjacent to Lot 18 of NCB 40. The right-of-way to be closed is further shown in Exhibit "A", which is attached hereto and incorporated herein.

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

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

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

PART 5: Should any section, subsection, sentence, provision, clause or phrase be held to be invalid for any reason, such holding shall not render invalid any other section, subsection, sentence, provision, clause or phrase of this ordinance and same are deemed severable for this purpose.

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

PASSED AND APPROVED this the 10th day of December A.D., 2025.

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

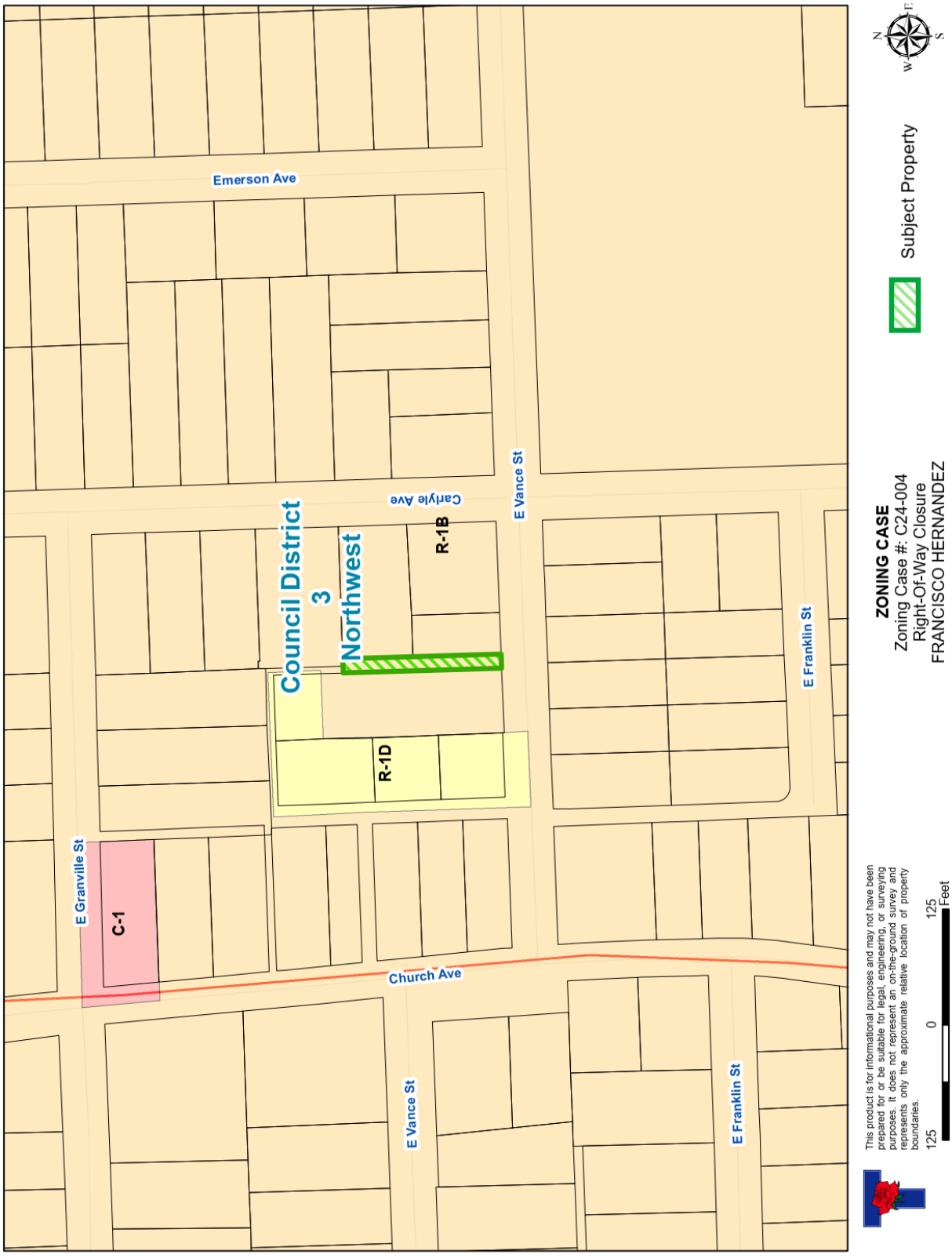
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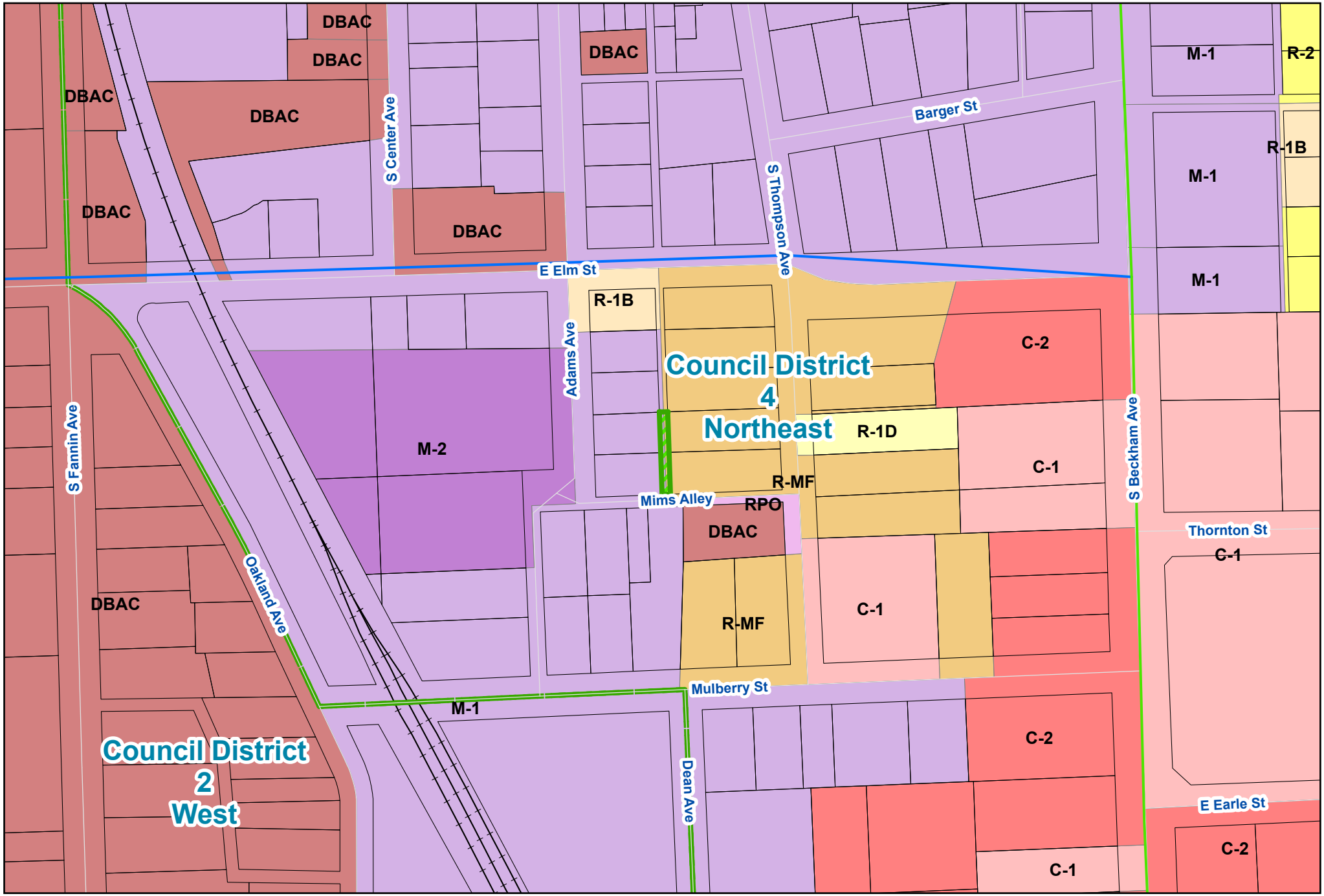
_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

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



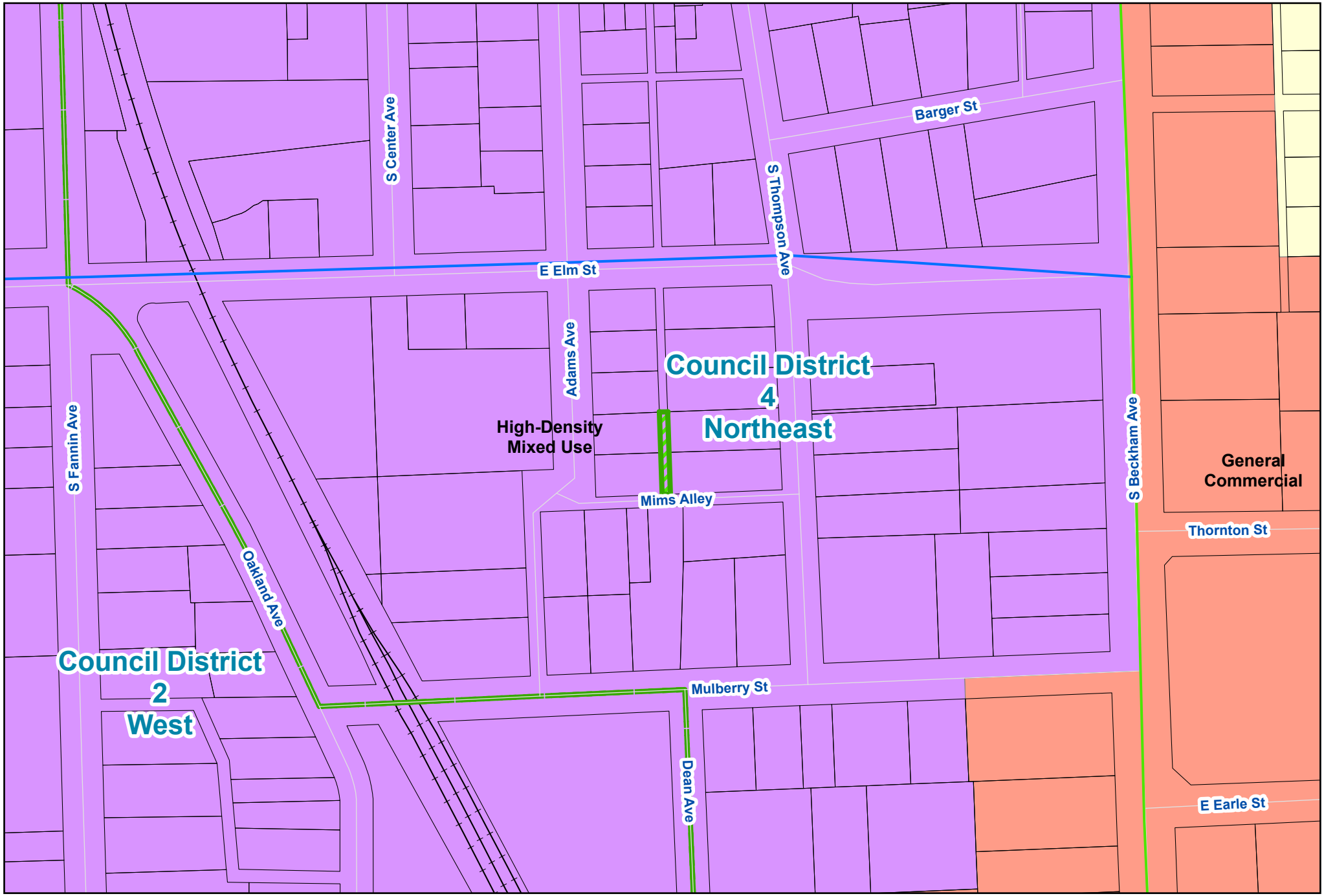


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1 inch equals 150 feet

ZONING CASE
Zoning Case #: C25-004
RIGHT-OF-WAY CLOSURE
JOYCE C KUSHEBA

Subject Property

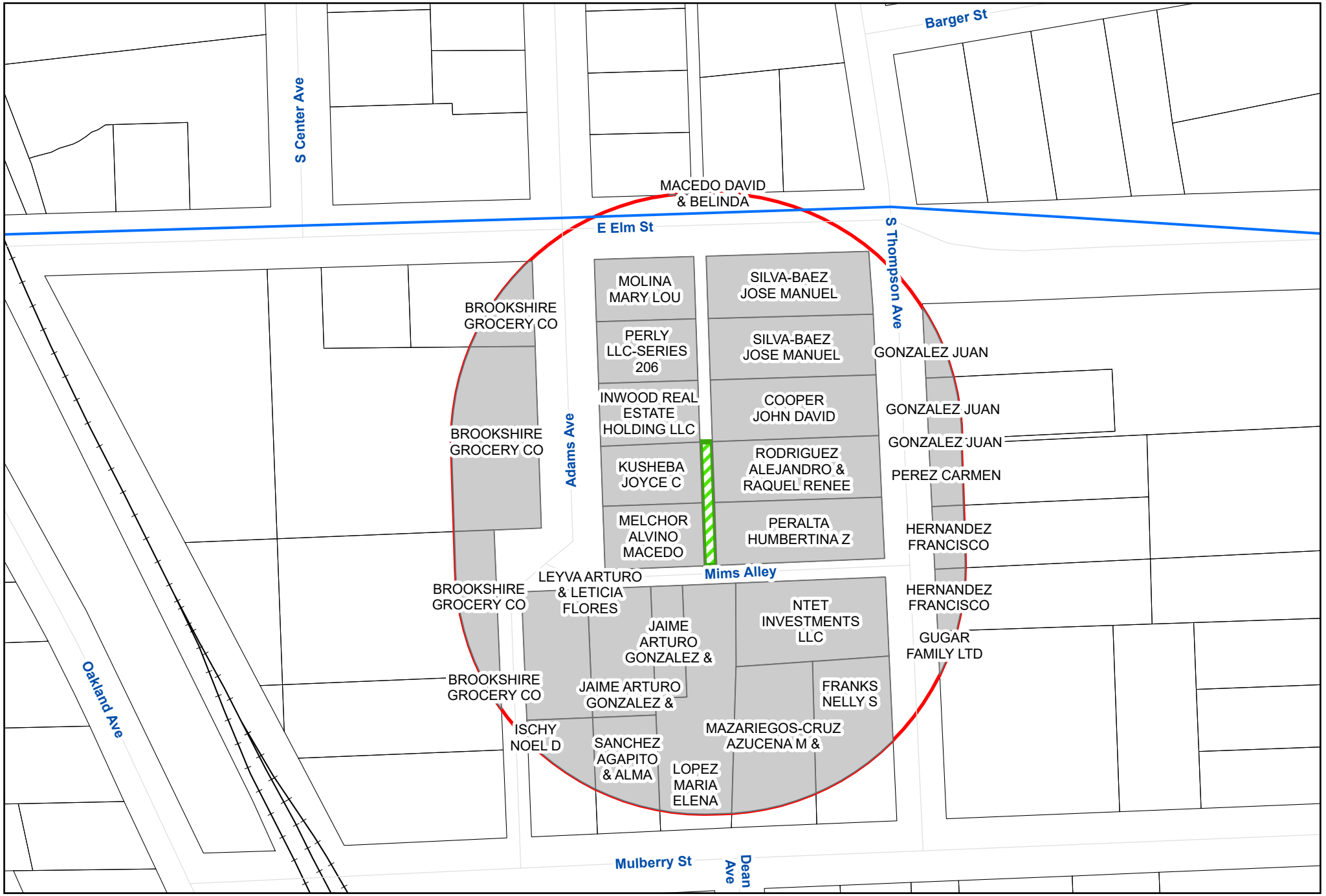


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1 inch equals 150 feet

ZONING CASE
Zoning Case #: C25-004
RIGHT-OF-WAY CLOSURE
JOYCE C KUSHEBA

Subject Property



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1 inch equals 100 feet

ZONING CASE
Zoning Case #: C25-004
RIGHT-OF-WAY CLOSURE
JOYCE C KUSHEBA

Subject Property
200' Mailed Notification Area

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-8

Date: December 10, 2025

Subject: N25-002 CITY OF TYLER (HARNESS LANE TO PARK HILL CIRCLE) Request that the City Council consider approving a thoroughfare name change from Harness Lane to Park Hill Circle adjacent to 2945 and 2959 Guinn Farms Road.

Item Reference:

The requested thoroughfare name change is to provide clarity for emergency services. The street is located adjacent to 2945 and 2959 Guinn Farms Road. No property owners will be affected by this change as the lots fronting the thoroughfare are undeveloped. The naming is consistent with the future extension of the street into the next phase of the subdivision.

On December 2, 2025, the Planning and Zoning Commission held a public hearing for this request. No one spoke in favor or in opposition to the request

As of Friday, December 5, 2025, of the 16 notices mailed, one notice was returned in favor, and none were received in opposition to the request.

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

RECOMMENDATION:

The Planning and Zoning Commission by a 7-0 vote recommends approval of the name change.

Attachments:
Ordinance
Location Map
Future Land Use Map
Notification Map

Drafted/Recommended By:
Department Leader Kyle Kingma, Planning Director, AICP, CFM

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2025-

AN ORDINANCE PROVIDING FOR THE THOROUGHFARE NAME CHANGE FROM HARNESS LANE TO PARK HILL CIRCLE. , THE THOROUGHFARE ADJACENT TO 2945 AND 2959 GUINN FARMS ROAD; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

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

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

WHEREAS, Texas Transportation Code Section 311.001(a) states that a home-rule municipality has exclusive control over and under the public highways, streets, and alleys of the municipality; and

WHEREAS, Texas Local Government Code Section 341.903(2) provides that a home rule municipality may police areas owned by and located outside the municipality, including lakes and land contiguous to and used in connection with a lake; and

WHEREAS, the City of Tyler has established regulations in City Code Chapter 19, Article VI., governing all waters impounded by dams constituting Lake Tyler and Lake Tyler East and their tributaries and the adjacent lands owned or controlled by the City; and

WHEREAS, the City of Tyler has established regulations related to certain roads at Lake Tyler and Lake Tyler East; and

WHEREAS, Tyler City Unified Development Code, City Code Chapter 10, Article V., Division F, Sections 10-260–10-266, governs name changes of rights-of-way and thoroughfares; and

WHEREAS, it is in the public interest to change the name of a public street as set forth herein;

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

PART 1: That the name of Harness Lane, located adjacent to 2945 and 2959 Guinn Farms Road, is hereby changed to Park Hill Circle, along the entire length of the portion of the street as described, to-wit:

I. APPLICATION N25-002

The thoroughfare located adjacent to 2945 and 2959 Guinn Farms Road to Park Hill Circle and is shown in the drawing attached hereto as Exhibit "A" and incorporated herein.

PART 2: That the purpose of this street name change is ensure public safety.

PART 3: That the City Manager is hereby ordered and directed to cause City of Tyler maps to be amended to reflect the above described street name change.

PART 4: That if any provision or any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

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

PASSED AND APPROVED this the 10th day of December, A.D., 2025.

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

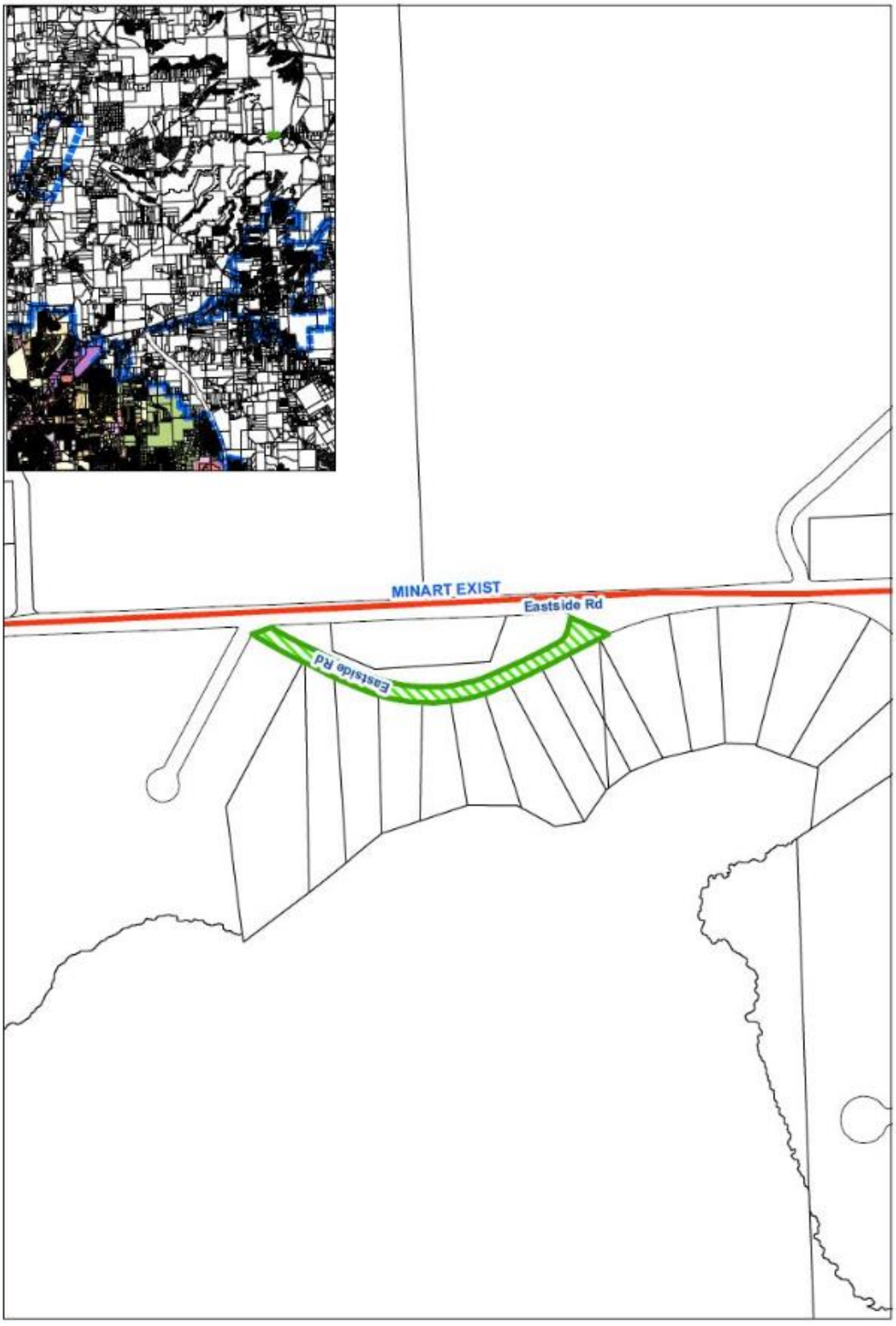
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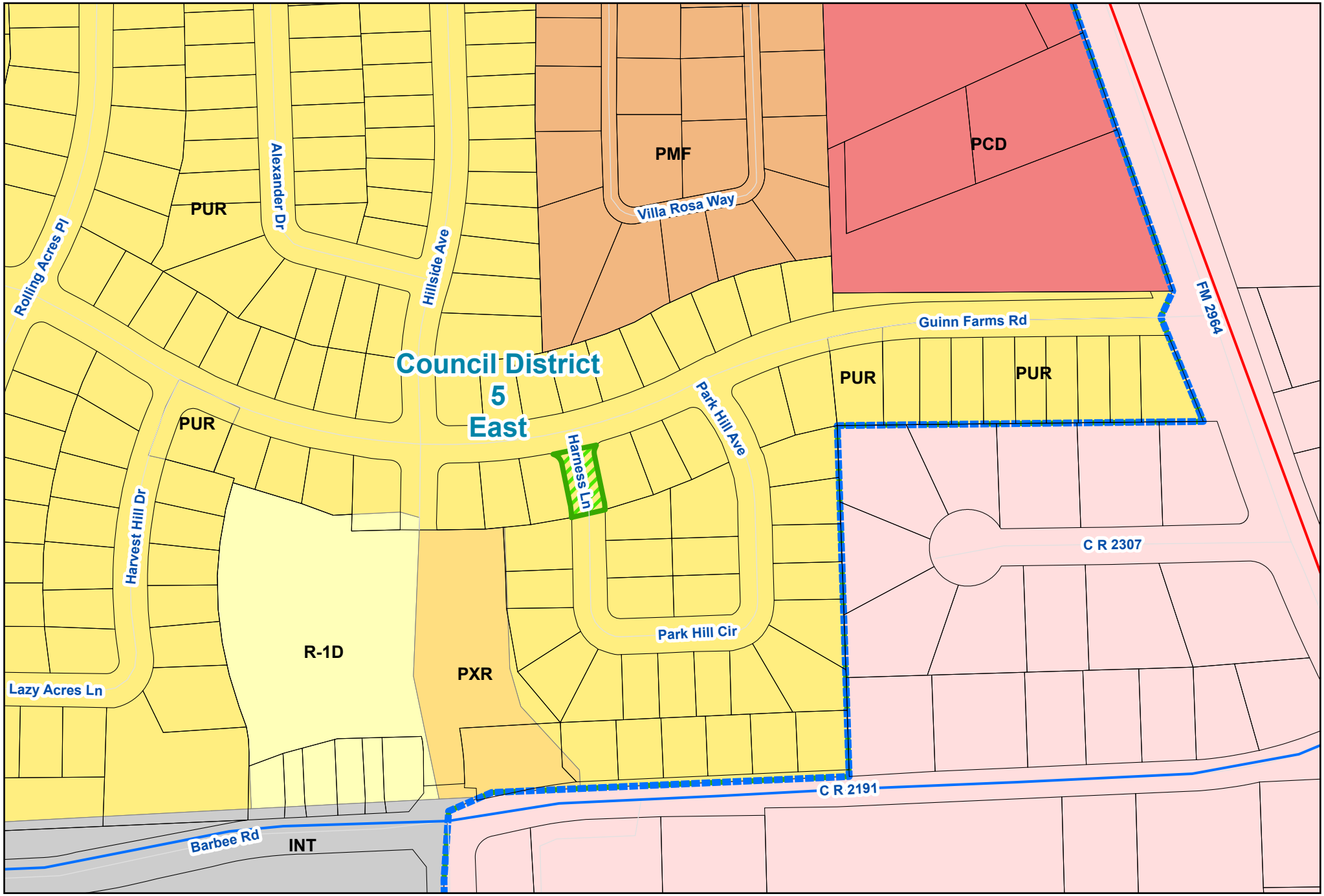
_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

ORDINANCE NO. O-2021-
EXHIBIT "A"
LOCATION MAP



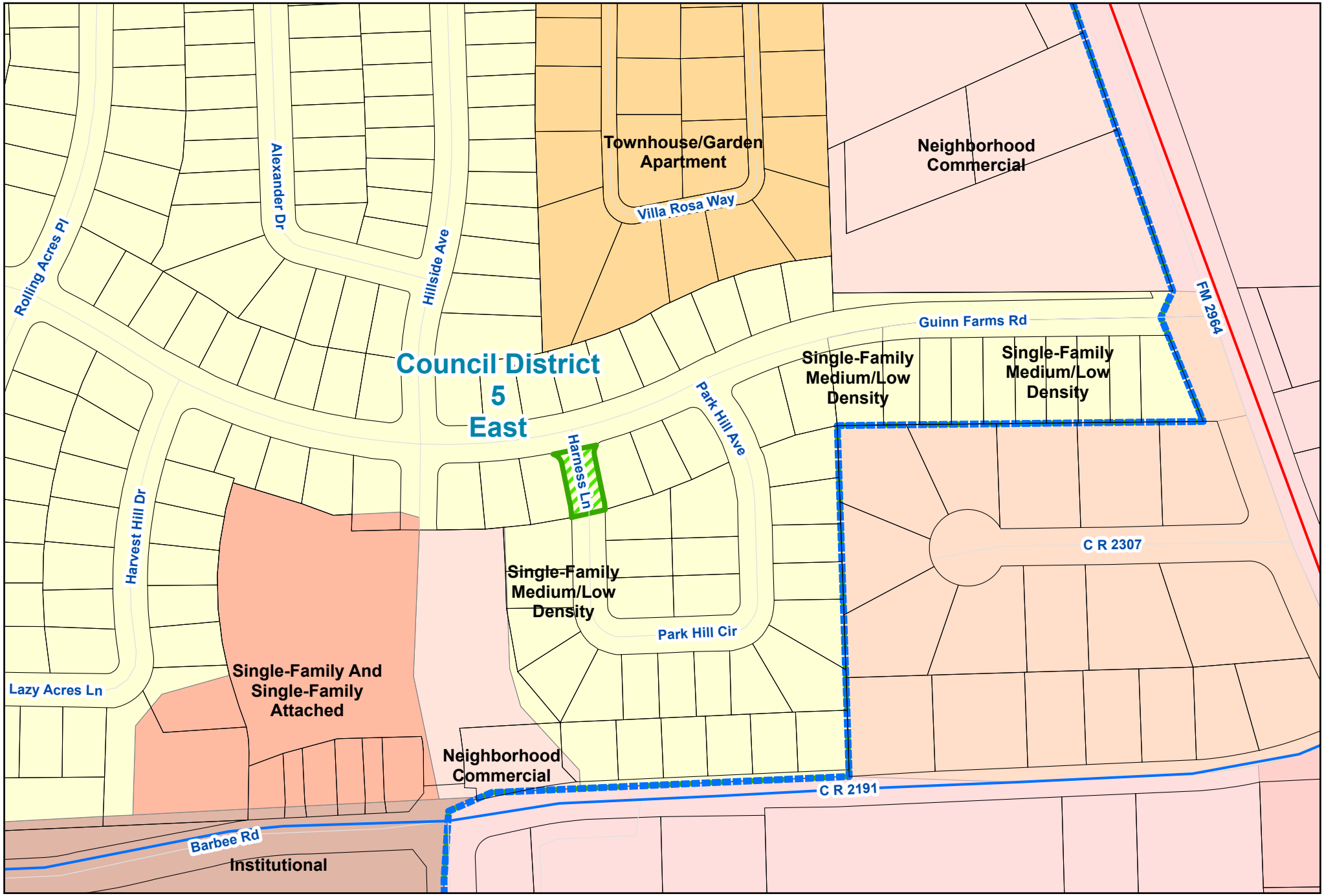


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1 inch equals 200 feet

ZONING CASE
Zoning Case #: N25-002
Right-Of-Way Name Change
Applicant: City of Tyler

Subject Property
City Limits

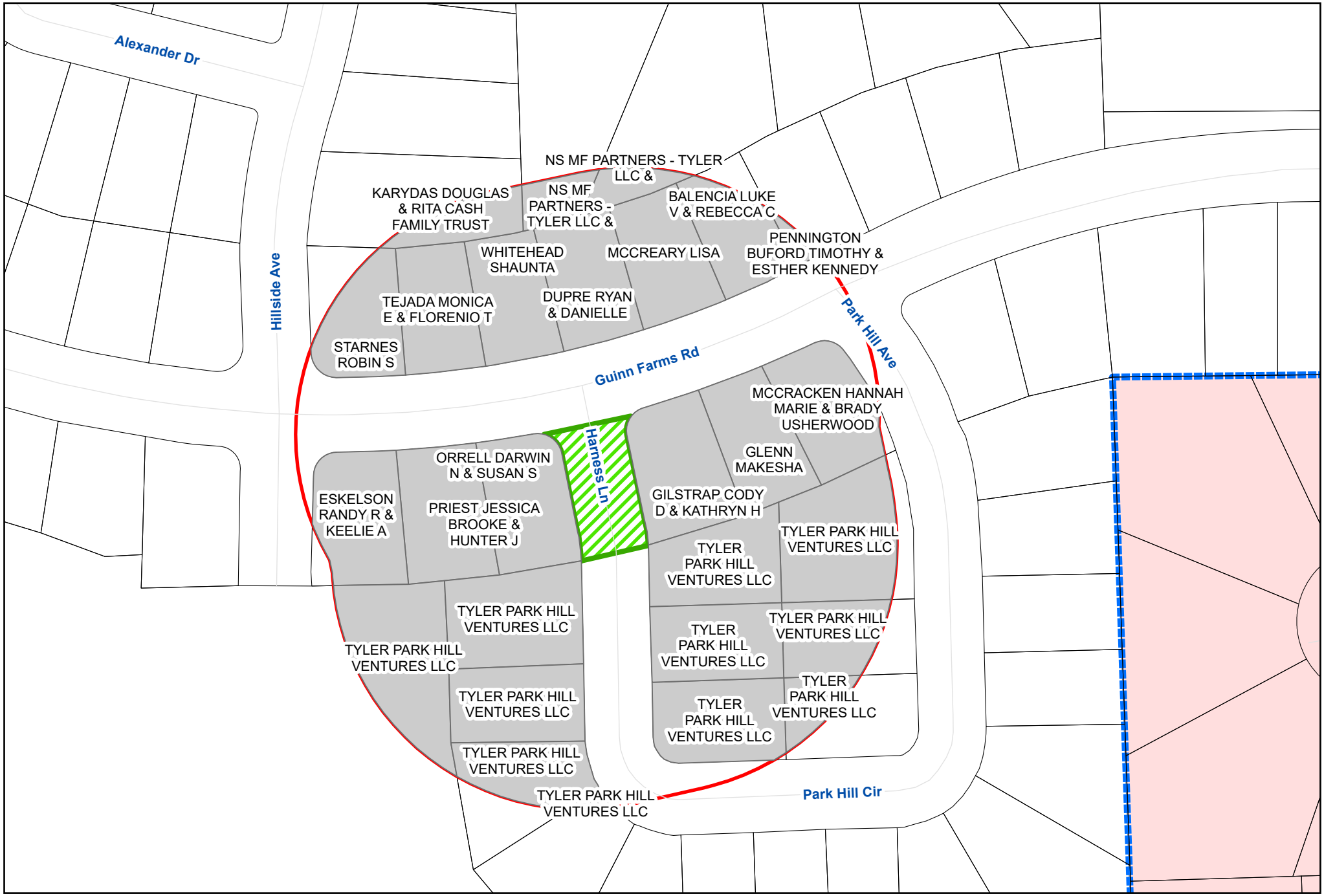


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ZONING CASE
Zoning Case #: N25-002
Right-Of-Way Name Change
Applicant: City of Tyler

Subject Property
City Limits



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1 inch equals 100 feet

ZONING CASE
Zoning Case #: N25-002
Right-Of-Way Name Change
Applicant: City of Tyler

Subject Property
200' Mailed Notification Area
City Limits

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-9

Date: December 10, 2025

Subject: N25-003 CITY OF TYLER (PARK HILL AVENUE TO PARK HILL CIRCLE) Request that the City Council consider approving a thoroughfare name change from Park Hill Avenue to Park Hill Circle adjacent to 2983 and 3007 Guinn Farms Road.

Item Reference:

The requested thoroughfare name change is to provide clarity for emergency services. The street is located adjacent to 2983 and 3007 Guinn Farms Road. No property owners will be affected by this change as the lots fronting the thoroughfare are undeveloped. The naming is consistent with the future extension of the street into the next phase of the subdivision.

On December 2, 2025, the Planning and Zoning Commission held a public hearing for this request. No one spoke in favor or in opposition to the request.

As of Friday, November 28, 2025, of the 16 notices mailed, one notice was returned in favor, and none were returned in opposition to the request.

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

RECOMMENDATION:

The Planning and Zoning Commission by a 7-0 vote recommends approval of the name change.

Attachments:
Ordinance
Location Map
Future Land Use Map
Notification Map

Drafted/Recommended By:
Department Leader Kyle Kingma, Planning Director, AICP, CFM

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2025-

AN ORDINANCE PROVIDING FOR THE THOROUGHFARE NAME CHANGE FROM PARK HILL AVENUE TO PARK HILL CIRCLE. THE THOROUGHFARE ADJACENT TO 2983 AND 3007 GUINN FARMS ROAD; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

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

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

WHEREAS, Texas Transportation Code Section 311.001(a) states that a home-rule municipality has exclusive control over and under the public highways, streets, and alleys of the municipality; and

WHEREAS, Texas Local Government Code Section 341.903(2) provides that a home rule municipality may police areas owned by and located outside the municipality, including lakes and land contiguous to and used in connection with a lake; and

WHEREAS, the City of Tyler has established regulations in City Code Chapter 19, Article VI., governing all waters impounded by dams constituting Lake Tyler and Lake Tyler East and their tributaries and the adjacent lands owned or controlled by the City; and

WHEREAS, the City of Tyler has established regulations related to certain roads at Lake Tyler and Lake Tyler East; and

WHEREAS, Tyler City Unified Development Code, City Code Chapter 10, Article V., Division F, Sections 10-260–10-266, governs name changes of rights-of-way and thoroughfares; and

WHEREAS, it is in the public interest to change the name of a public street as set forth herein;

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

PART 1: That the name of Harness Lane, located adjacent to 2983 and 3007 Guinn Farms Road, is hereby changed to Park Hill Circle, along the entire length of the portion of the street as described, to-wit:

I. APPLICATION N25-003

The thoroughfare located adjacent to 2983 and 3007 Guinn Farms Road to Park Hill Circle and is shown in the drawing attached hereto as Exhibit "A" and incorporated herein.

PART 2: That the purpose of this street name change is ensure public safety.

PART 3: That the City Manager is hereby ordered and directed to cause City of Tyler maps to be amended to reflect the above described street name change.

PART 4: That if any provision or any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

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

PASSED AND APPROVED this the 10th day of December, A.D., 2025.

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

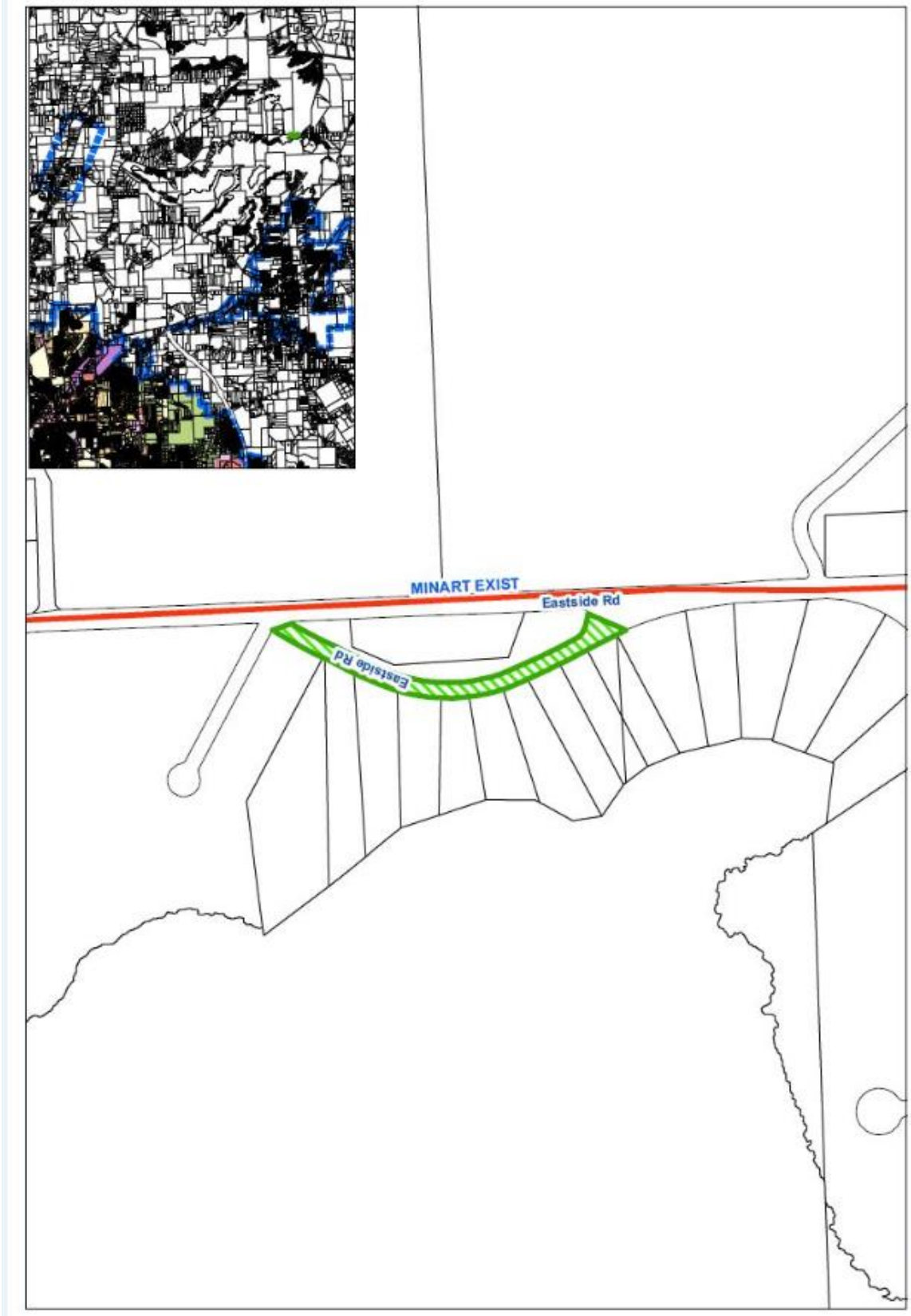
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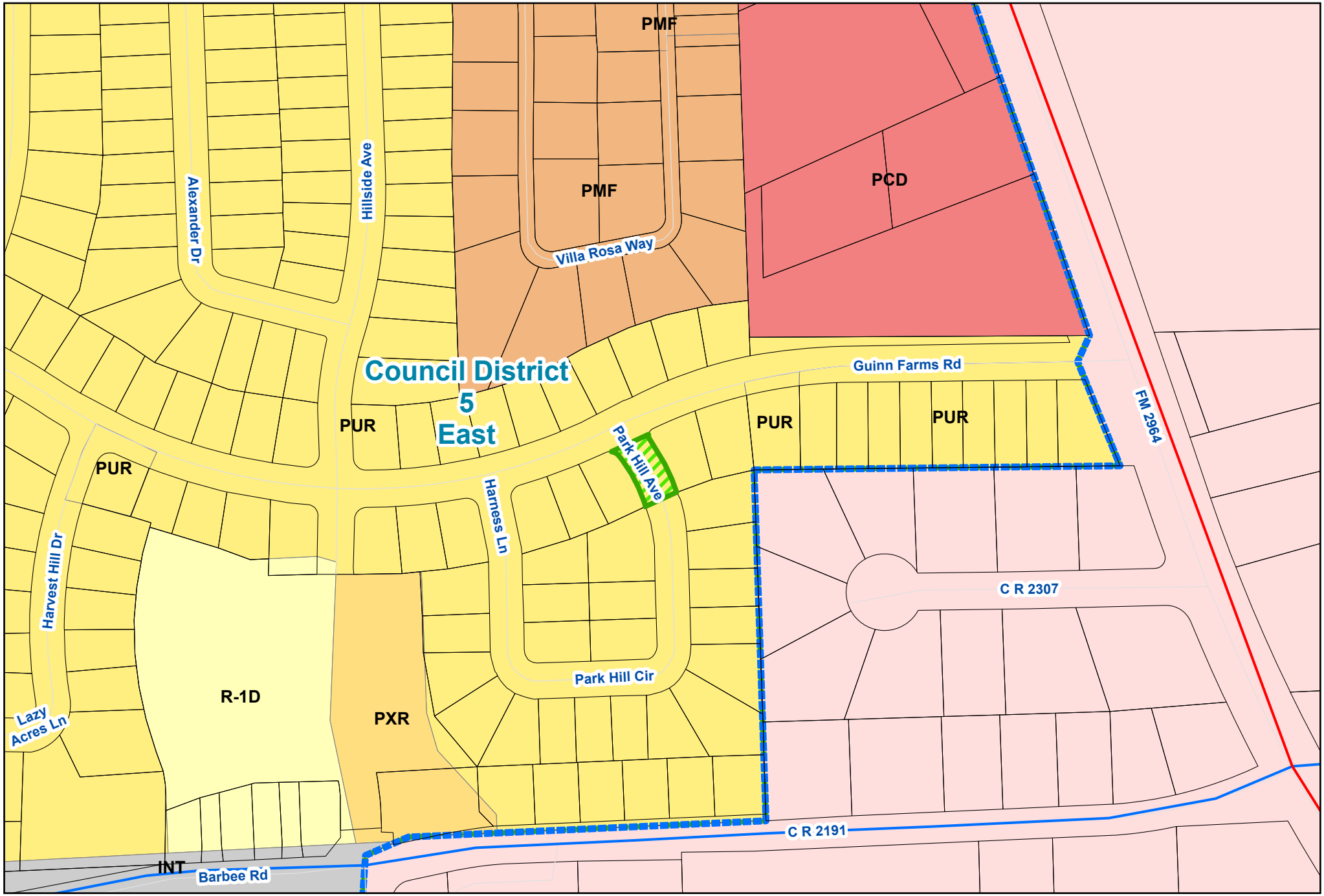
_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

ORDINANCE NO. O-2021-
EXHIBIT "A"
LOCATION MAP



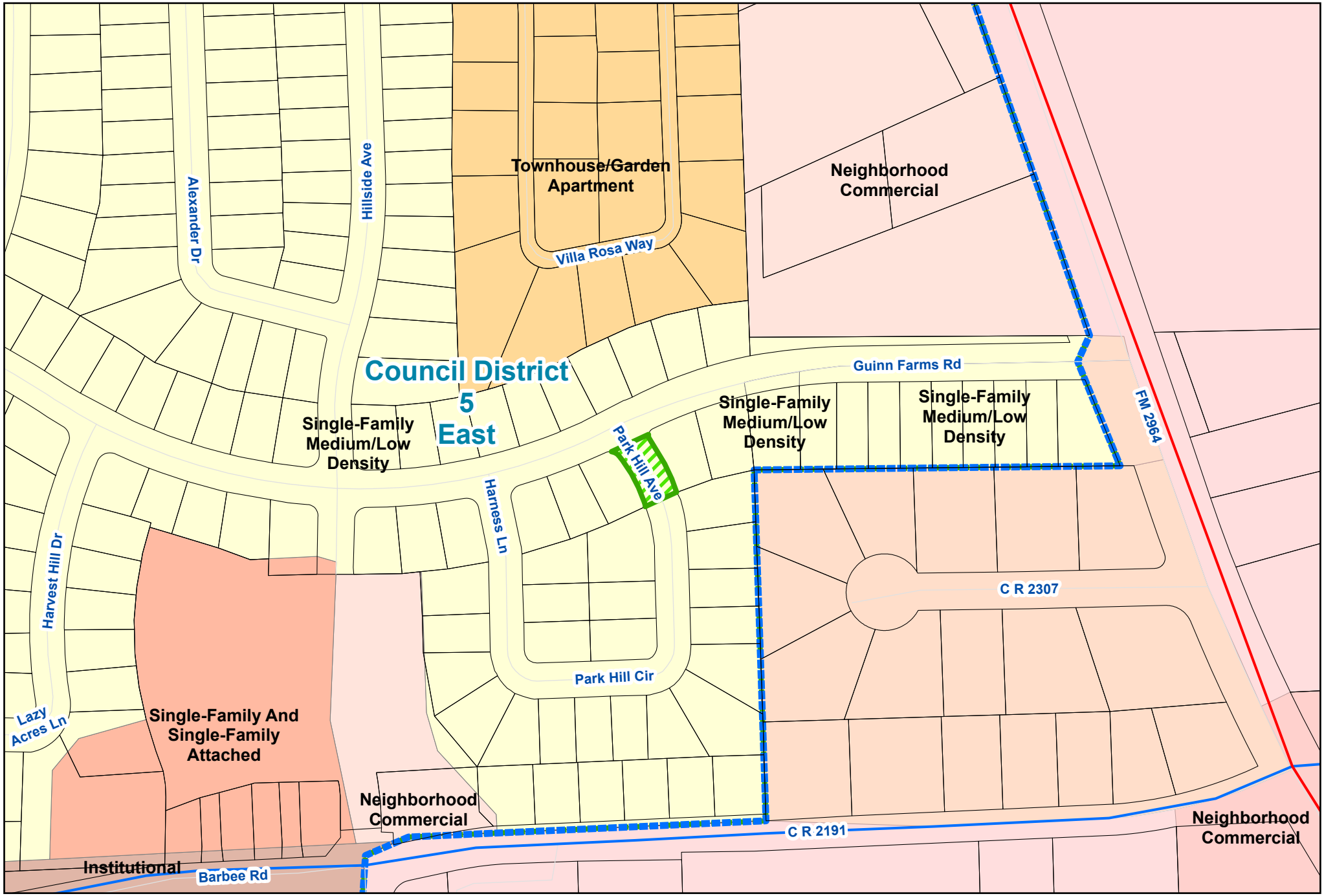


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1 inch equals 200 feet

ZONING CASE
Zoning Case #: N25-003
Right-Of-Way Name Change
Applicant: City of Tyler

Subject Property
City Limits

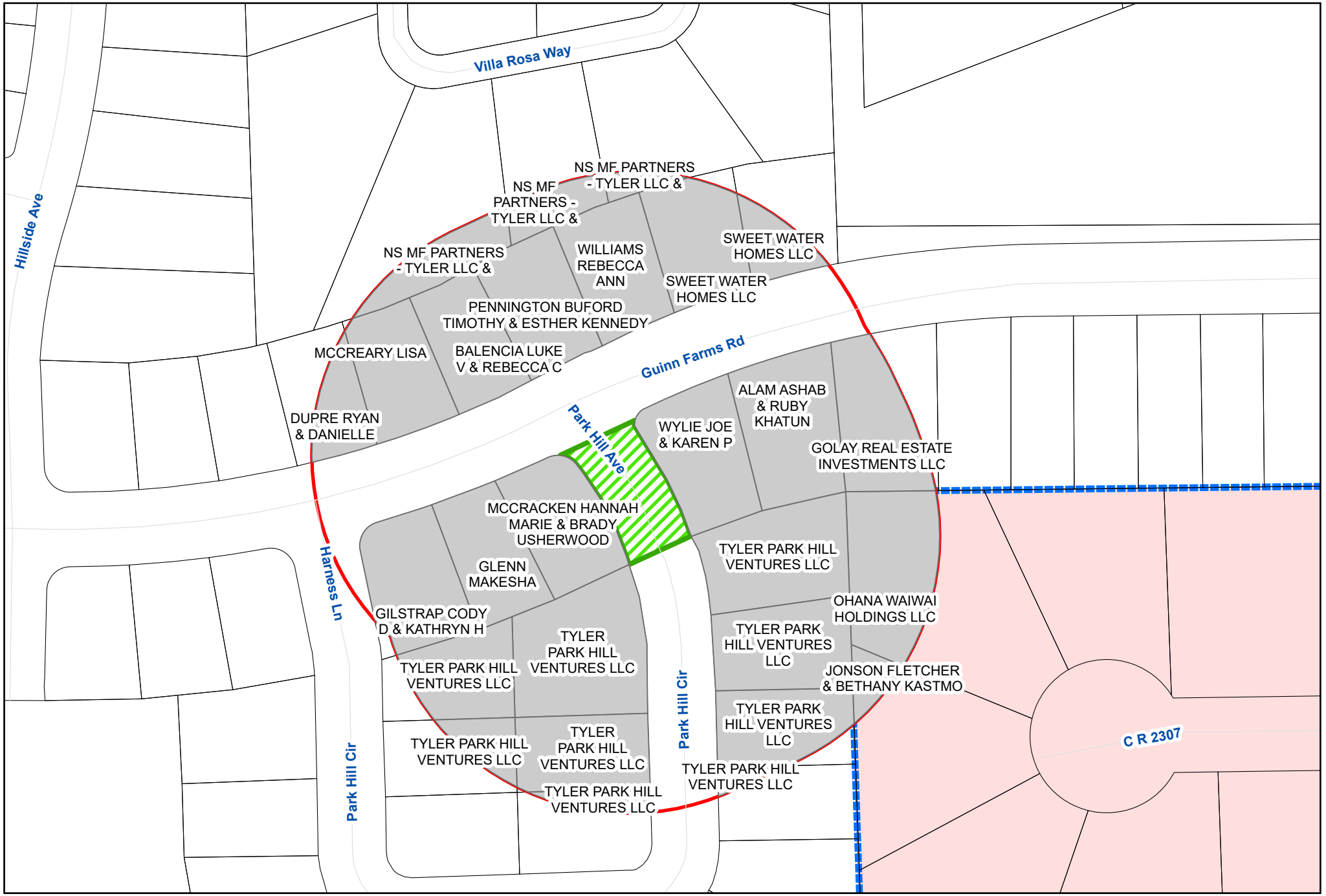


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1 inch equals 200 feet

ZONING CASE
Zoning Case #: N25-003
Right-Of-Way Name Change
Applicant: City of Tyler

Subject Property
City Limits



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1 inch equals 100 feet

ZONING CASE
Zoning Case #: N25-003
Right-Of-Way Name Change
Applicant: City of Tyler

Subject Property
200' Mailed Notification Area
City Limits

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. R-1

Date: December 10, 2025

Subject: Request that the City Council consider authorizing the City Manager to approve the Reimbursement Agreement with Bellwood 323 2019 L.P. for the Westside Place Public Improvement District.

Item Reference:

On February 10, 2021, the City Council approved the creation of the Westside Place Public Improvement District (PID) in accordance with Chapter 372 of the Texas Local Government Code. The City anticipates levying PID assessments against benefitted properties as the development progresses, and the City may issue bonds in the future secured by those assessments. Reimbursement to the Developer for eligible, approved improvements must be governed by a formal reimbursement agreement as required by Section 372.023 of the Texas Local Government Code.

The Agreement for the Construction and Funding of Authorized Improvements and Reimbursement of Advances:
- Establishes the mechanism by which the City will reimburse the Developer for Actual Costs incurred for the design, permitting, construction, and dedication of Authorized Improvements within the PID.
- Clarifies that reimbursement will be made solely from PID assessment revenues and/or future PID bond proceeds-not from City general funds.
- Establishes procedures for the Developer to submit Payment Requests, and for the City to review, approve, and process reimbursement payments.
- Requires that all improvements be constructed in accordance with approved plans, City standards, and the PID Act.
- Provides terms for conveyance and acceptance of public improvements, including warranty periods and lien-free transfer.
- Details limitations on the City's obligation: no payment is due unless and until the related PID assessments are levied.

The agreement is effective December 10, 2025, and fulfills the statutory requirements for reimbursement agreements under Chapter 372.

There is no impact on the City's General Fund. All payments made under this Agreement will occur exclusively from PID assessment revenues and/or PID bond proceeds, once levied or issued.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to approve the

Reimbursement Agreement with Bellwood 323 2019 L.P. for the Westside Place Public Improvement District.

Attachments:
Resolution

Drafted/Recommended By:
Department Leader Heather Nick, AICP, Assistant City Manager

Edited/Submitted By:
City Manager

A RESOLUTION OF THE CITY OF TYLER, TEXAS, APPROVING THE REIMBURSEMENT OF COSTS TO THE DEVELOPER OF THE WESTSIDE PLACE PUBLIC IMPROVEMENT DISTRICT; CONFIRMING THE COSTS OWED TO THE DEVELOPER IN CONNECTION WITH THE CONSTRUCTION OF THE IMPROVEMENTS; APPROVING A REIMBURSEMENT AGREEMENT; AND RESOLVING MATTERS INCIDENT THERETO

WHEREAS, on February 10, 2021 the City Council (the "City Council") of the City of Tyler, Texas (the "City") adopted a resolution creating the Westside Place Public District (the "PID") in accordance with Chapter 372, Texas Local Government Code, as amended; and

WHEREAS, on February 10, 2021, the City entered into the Deposit and Reimbursement Agreement for the Westside Place Public Improvement District (the "Professional Services Agreement") with Bellwood 323 2019, LP (the "Developer") related to the advancement of moneys by the Developer to pay for costs in connection with the creation of the PID, the levy of assessments and the issuance of bonds (the "Bonds") to finance and/or reimburse the Developer for the costs to construct or acquire public improvements within the PID; and

WHEREAS, the Developer has heretofore constructed, completed, and dedicated to the City certain public improvements for the benefit of the property within the PID (the "Public Improvements"), as will be more fully described and in accordance with the provisions of the Westside Place Public Improvement District Service and Assessment Plan (the "SAP") as the same may be updated or amended in the future; and

WHEREAS, in the Professional Services Agreement, the City and the Developer provided that it was the intention of the City that the PID was created to finance the Public Improvements and that the advancements shall be subject to reimbursement upon the issuance of Bonds; and

WHEREAS, the City anticipates levying assessments (the "Assessments") against assessable property within the PID in connection with the costs of these Public Improvements and anticipates issuing Bonds in the future secured by such Assessments in order to pay for the costs of such Public Improvements; and

WHEREAS, the City recognizes the obligation to reimburse the Developer for the costs incurred by the Developer, including the costs of the Public Improvements heretofore dedicated to the City for the benefit of the PID, as limited to and as described in the SAP, which costs shall be paid solely from the Assessments to be levied within the PID and/or from the proceeds of Bonds secured by such Assessments and no other funds of the City shall be used to pay for such costs; and

WHEREAS, the City desires to approve the "Agreement for the Construction and Funding of Authorized Improvements and Reimbursement of Advances Westside Place Public Improvement District" by and between the City and the Developer to be effective December 10, 2025 (the "Reimbursement Agreement"); and

WHEREAS, the Reimbursement Agreement memorializes the City's intent to reimburse the Developer for the advances of the Developer made for the construction and financing of the Public Improvements benefiting the PID, and satisfies the requirements of Section 372.023 of the Act and is an appropriate method of reimbursement for the Actual Costs (as defined in the Reimbursement Agreement) of Public Improvements associated with the construction and development of the Assessed Property (as defined in the Reimbursement Agreement) within the PID; and

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

SECTION 1. The findings and premises contained in the preamble above are hereby deemed to be true and correct and incorporated herein.

SECTION 2. The City confirms its obligation to pay the Developer for the costs of the Public Improvements constructed and dedicated to the City for the benefit of the Assessed Property within the PID, subject to the limitations and as described in the SAP, and which costs shall be paid solely from the Assessments and/or from the proceeds of Bonds secured by such Assessments and no other funds of the City shall be used to pay for such costs.

SECTION 3. The Reimbursement Agreement, in a form substantially similar to the agreement attached hereto as Exhibit A is hereby approved, and the Mayor and the City Secretary are authorized to execute such Reimbursement Agreement on behalf of the City with such changes as may be required to carry out the purpose of the Reimbursement Agreement and as approved by the Mayor, such approval to be evidenced by the execution thereof.

SECTION 4. This Resolution shall become effective from and after its date of passage in accordance with law.

[*Remainder of page intentionally left blank; signature page follows*]

PASSED, AND APPROVED on this 10th day of December, 2025.

CITY OF TYLER, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

EXHIBIT A

REIMBURSEMENT AGREEMENT

AGREEMENT FOR THE CONSTRUCTION AND FUNDING OF AUTHORIZED IMPROVEMENTS AND REIMBURSEMENT OF ADVANCES
Westside Place Public Improvement District

This Agreement for the Construction and Funding of Authorized Improvements and Reimbursement of Advances Westside Place Public Improvement District (the "Agreement") is made and entered into as of December 10, 2025 (the "Effective Date") by and between the City of Tyler, Texas, a home-rule city and municipal corporation of the State of Texas (the "City") and Bellwood 323 2019 L.P., a Texas limited partnership, and its successors and assigns (the "Developer").

RECITALS

WHEREAS, the Developer, as the developer of certain real property located wholly within the corporate limits of the City, as described in the Creation Resolution (hereinafter defined) (the "Property"), desires to develop such Property; and

WHEREAS, the City has received a petition (the "Petition") requesting the formation of the Westside Place Public Improvement District (the "PID") pursuant to Chapter 372, Texas Local Government Code, as amended (the "PID Act"); and

WHEREAS, the City has accepted the Petition and created the PID pursuant to Resolution No. R2021-9 (the "Creation Resolution"), in accordance with the provisions of the PID Act; and

WHEREAS, the PID includes the Property; which Property is intended to be developed in phases or improvement areas (each, an "Improvement Area") of the PID, as such Improvement Areas will be illustrated in the Westside Place Public Improvement District Service and Assessment Plan ("SAP") to be prepared and approved by the City; and

WHEREAS, the Developer intends to make certain authorized improvements to each Improvement Area, which improvements include the acquisition, construction, or improvement of water facilities or improvements, wastewater facilities or improvements, drainage facilities or improvements, streets, roadway improvements, sidewalks, right-of-way acquisition, utility easement acquisition, and other improvement projects described in the Creation Resolution, all of which are designated as "authorized improvements" under the PID Act (collectively, the "Authorized Improvements"); and

WHEREAS, the purpose of the PID is to finance the Authorized Improvements; and

WHEREAS, development within the PID is expected to be governed by the terms of the Westside Place Public Improvement District Development Agreement between the City and Developer (as may be amended or otherwise modified, the "Development Agreement"); and

WHEREAS, the SAP shall be prepared and approved by the City in accordance with the PID Act, and shall establish, among other matters, the projected costs of the Authorized Improvements, including the Actual Costs (as defined herein), costs incurred in the establishment, administration, and operation of the PID, and costs of bond issuance, if applicable, as provided in the PID Act (collectively, the "PID Costs"); and

WHEREAS, the SAP shall allocate the PID Costs to the benefitted Property within the PID; and

WHEREAS, assessments to be levied against benefitted Property within each Improvement Area ("PID Assessments") will be reflected on one or more assessment rolls to be approved by the City Council of the City (the "City Council"); and

WHEREAS, the City shall, by ordinance, approve the SAP (including the assessment roll(s)), levy the PID Assessments, and establish the dates upon which interest on PID Assessments will begin to accrue and collection of PID Assessments will begin; and

WHEREAS, all Assessment Revenues (as defined herein) received and collected by the City shall be deposited, as required by the PID Act, into an assessment fund that is segregated from all other funds of the City (the "Assessment Fund") or, in the event of the issuance of bonds to finance the Authorized Improvements ("PID Bonds"), into funds held under an indenture pursuant to which the PID Bonds are issued (the "PID Bond Indenture"); and

WHEREAS, Assessment Revenue deposited into the Assessment Fund or the PID Bond Reimbursement Fund (as defined herein) shall be used solely to reimburse Developer and its designees or assigns for PID Costs advanced by the Developer, plus interest; and proceeds from PID Bonds ("PID Bond Proceeds"), if issued, shall be used to pay the PID Costs, including costs previously paid by the Developer, and for the purposes set forth in the PID Bond Indenture; and

WHEREAS, the Developer intends to make or cause to be made Developer Advances (as defined herein) for the permitting, design, and construction of the Authorized Improvements and the City intends to acquire and/or receive the Authorized Improvements constructed by the Developer or otherwise authorize the dedication of the Authorized Improvements to another authorized third-party and to reimburse the Developer for the Developer Advances; and

WHEREAS, the City and the Developer desire to enter into this Agreement to memorialize the City's intent to reimburse the Developer for the Developer Advances made for the construction and financing of the Authorized Improvements to the fullest extent allowed by law; and

WHEREAS, this Agreement is a "reimbursement agreement" authorized by Section 372.023(d)(1) of the PID Act; and

WHEREAS, the City's obligations to reimburse the Developer for Developer Advances paid related to the Authorized Improvements constructed for the benefit of the PID shall (i) only be paid from the PID Assessments and/or Annual Installments (as defined herein) collected from property within the PID once the related PID Assessments are levied and/or from PID Bond Proceeds, (ii) are contingent upon the City levying PID Assessments for the related Authorized Improvements, and (iii) will not be due and owing unless and until the City actually levies such PID Assessments;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the mutual promises, covenants, obligations, and benefits hereinafter set forth, the City and the Developer hereby contract and agree as follows:

DEFINITIONS

In addition to the terms defined in the foregoing recitals, as used herein, the following terms have the meanings specified below. Capitalized terms used but not defined herein have the meanings ascribed to them in the Development Agreement.

"Actual Costs" shall have the meaning ascribed to it in Section 1.03 hereof.

"Annual Installment" shall have the meaning ascribed to it in the SAP.

"Assessed Property" shall have the meaning ascribed to it in Section 1.05 hereof.

"Assessment Ordinance" shall mean any ordinance adopted by the City Council approving the SAP and levying PID Assessments.

"Assessment Revenue" shall have the meaning ascribed to it in Section 1.05 hereof.

"City Representative" means any officer, employee or other designated representative specifically authorized by the City Council to undertake the actions referenced herein.

"Closing Disbursement Request" means a request for payment of PID Costs from PID Bond Proceeds, submitted by the Developer in connection with the closing of a series of PID Bonds, in a form approved by the City and the Developer.

"Developer Advances" mean advances made by the Developer to pay Actual Costs.

"Developer Improvement Account" means an account of the PID Project Fund which may be created and established under the applicable PID Bond Indenture (and segregated from all other funds contained in the PID Project Fund) into which the City deposits or directs the applicable trustee to deposit any funds received from the Developer as required under such PID Bond Indenture.

"Maturity Date" is the date one year after the last Annual Installment is collected.

"Payment Request" shall have the meaning ascribed to it in Section 2.01 hereof.

"PID Pledged Revenue Fund" means, collectively, the fund established by the City under each applicable PID Bond Indenture (and segregated from all other funds of the City) into which the City deposits Assessment Revenue in accordance with each applicable PID Bond Indenture related to a series of PID Bonds issued and still outstanding.

"PID Project Fund" means, collectively, the fund and all accounts created within such fund, established by the City under each applicable PID Bond Indenture (and segregated from all other funds of the City), into which the City deposits PID Bond Proceeds in the amounts and as described in the applicable PID Bond Indenture.

"PID Bond Reimbursement Fund" means a fund which may be established by the City under the applicable PID Bond Indenture (and segregated from all other funds of the City) into which the City transfers Assessment Revenues from the applicable PID Pledged Revenue Fund for the purpose of paying amounts due to the Developer under this Agreement or a separate reimbursement agreement and/or Actual Costs of Authorized Improvements that are not paid from PID Bond Proceeds deposited in the applicable account of the PID Project Fund in accordance with each applicable PID Bond Indenture related to a series of PID Bonds issued and still outstanding.

"Prepayment" means the payment of all or a portion of an Assessment before the due date thereof.

"Reimbursement Agreement Balance" shall have the meaning ascribed to it in Section 2.05 hereof.

ARTICLE I
Construction of the Authorized Improvements

1.01. Design of the Authorized Improvements. All physical facilities to be constructed or acquired as a part of the Authorized Improvements shall be approved by the governmental entity having

authority over such Authorized Improvements.

1.02. Construction and Acquisition of Authorized Improvements.

(a) The Authorized Improvements shall be constructed or caused to be constructed and all easements, equipment, materials, and supplies required in connection therewith may be acquired in the name of the City, the retail service provider, or the Developer; provided, however, all construction contracts, easements and other agreements shall contain provisions, in a form reasonably satisfactory to the City's attorneys to be compliant with the Development Agreement. Prior to or at the time of reimbursement of the Developer with funds from the Assessment Fund, the PID Bond Reimbursement Fund, the Developer Improvement Account or PID Bonds, as applicable, the Developer shall convey the Authorized Improvements to the City, third-party retail provider or other entity approved by the City Council, as applicable, in accordance with Section 3.02 below.

(b) Construction of the Authorized Improvements shall not require competitive bidding pursuant to Section 252.022(a)(9) of the Texas Local Government Code, as amended. All plans and specifications for Authorized Improvements to be owned by the City, but not construction contracts, shall be reviewed and approved, in accordance with applicable City Regulations (as defined in the Development Agreement), by the City prior to Developer commencing construction.

(c) The Authorized Improvements shall be constructed in the manner described in the Development Agreement. In performing this Agreement, the Developer is not the agent or employee of the City.

(d) Upon completion of construction of Authorized Improvements to be owned by the City or an authorized third-party constructed in the name of the Developer, the Developer shall provide the City or such third-party with final "record" drawings of the Authorized Improvements approved by the City's or such third-party's engineers.

(e) Upon completion of the Authorized Improvements, the Developer shall present to a City Representative invoices or other evidences of payment of costs of the Authorized Improvements for review and approval. The City agrees, subject to the provisions of Sections 1.05 and 2.01 hereof, to pay the Developer, and the Developer shall be entitled to receive from the City, the amount equal to the PID Costs paid by the Developer, or overrun costs, allowed hereunder and as described in the SAP, that were paid by the Developer, plus interest, as provided in Article II hereof.

(f) All Authorized Improvements shall be constructed by or at the direction of the Developer in accordance with the plans, the Development Agreement, applicable City ordinances and regulations, including regulations of a third-party receiving any of the Authorized Improvements, and this Agreement and any other agreement between the parties related to property in the PID and/or the Authorized Improvements. The Developer shall perform, or cause to be performed, all of its obligations and shall conduct, or cause to be conducted, all operations with respect to the construction of Authorized Improvements in accordance with the manner described in the Development Agreement. The Developer shall employ at all times adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction and installation of all Authorized Improvements to be acquired and accepted by the City or authorized third-party from the Developer. If any Authorized Improvements are or will be on land owned by the City, the City hereby grants to the Developer a license to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Authorized Improvements. Inspection and acceptance of Authorized Improvements will be in accordance with applicable City ordinances and regulations, including regulations of a third-party receiving any of the Authorized Improvements.

1.03. Cost of Authorized Improvements. To the extent that the City has not issued PID Bonds, the Developer shall promptly pay the undisputed costs of the Authorized Improvements as the same become due, subject to statutory retainage, including, without limitation, all costs of design, engineering, materials, labor, construction, and inspection arising in connection with the Authorized Improvements; all payments arising under any contracts entered into for the construction of the Authorized Improvements; all costs incurred in connection with obtaining governmental approvals, certificates, permits, easements, rights-of-way, or sites required as a part of the construction of the Authorized Improvements, including, without limitation, any on-site or off-site mitigation costs; and all expenses incurred in connection with the construction of the Authorized Improvements (the "Actual Costs"). The City shall not be liable to any contractor, engineer, attorney, materialman or other party employed or contracted with in connection with the construction of the Authorized Improvements, but shall only be obligated to acquire the Authorized Improvements designated in the Development Agreement as to be owned by the City and/or reimburse the Developer in the manner and to the extent provided in Article II of this Agreement, and for the avoidance of any doubt, solely from PID Assessments or PID Bond Proceeds, if issued.

1.04 Timing of Authorized Improvements. Notwithstanding anything herein to the contrary, the Developer may advance funds or cause funds to be advanced and/or construct and install or cause to be constructed and installed Authorized Improvements as Developer deems appropriate in its sole and absolute discretion, including the construction and installation of Authorized Improvements to serve portions of the Property and in different phases and sections over a period of time. The Developer may exercise its sole discretion on all aspects of the phasing and timing of development and shall not be obligated to advance funds and/or construct and install the Authorized Improvements for the entire Property at one time.

1.05 City's Obligation Limited. The Parties agree the City's obligations to reimburse the Developer for costs paid related to the Authorized Improvements constructed for the benefit of an Improvement Area shall only be paid from (A) PID Bonds, if issued and/or (B) the PID Assessments and/or Annual Installments collected from the portion of an Improvement Area subject to the PID Assessments (the "Assessed Property") (such PID Assessments and Annual Installments thereof collected on such Assessed Property, the "Assessment Revenue"), and such obligation (i) is contingent upon the City levying such PID Assessments related to the Authorized Improvements constructed for the benefit of that Improvement Area, and (ii) will not be due and owing unless and until the City actually levies such PID Assessments related to the Authorized Improvements constructed for the benefit of that Improvement Area. The Parties agree that until a PID Assessment has been levied to pay for PID Costs, this Agreement does not create an obligation of the City.

ARTICLE II
Reimbursement for Funds Advanced; Funding of Authorized Improvements

2.01. Obligation to Reimburse; Obligations Limited. The City and Developer agree that the City shall levy PID Assessments and may, at the discretion of the City issue and sell, from time to time, PID Bonds to fund the PID Costs. It is the mutual intent and agreement of the City and Developer to provide for future reimbursement of funds advanced for PID Costs, including Actual Costs, by the Developer through the levy of PID Assessments and/or issuance of PID Bonds and use of Assessment Revenues and/or PID Bond Proceeds. The City is obligated, subject to the provisions of Section 1.05 hereof, to reimburse the Developer and its designees and assigns for all funds advanced or caused to be advanced by the Developer for the PID Costs authorized under the PID Act and in accordance with the provisions of the SAP. If the Developer is in substantial compliance with its obligations under the Development Agreement and this Agreement, then following the inspection and approval of any portion of Authorized Improvements to be owned by the City or an authorized third-party pursuant to the provisions of the PID Act for which Developer seeks reimbursement or payment of the PID Costs by submission of a request for reimbursement or payment (a "Payment Request"), the obligations of the City under this Agreement to pay from Assessment Revenue or the net PID Bond Proceeds, as applicable, disbursements (whether to the Developer

or to any person designated by the Developer) identified in any approved Payment Request and to pay debt service on PID Bonds are unconditional and not subject to any defenses or rights of offset except as may be provided by law or in any PID Bond Indenture; provided, in no event shall the City Representative be authorized to approve a Payment Request if the City has not previously levied PID Assessments against Assessed Property within the development related to the Authorized Improvements for which such Payment Request has been submitted. To the extent that the City levies PID Assessments but does not issue PID Bonds, and subject to the provisions of Section 1.05, the City agrees to reimburse the Developer with interest as provided herein or in a separate reimbursement agreement from monies available in the Assessment Fund until the Maturity Date, and the Developer shall be entitled to receive payments from the City, from such source for amounts shown on a Payment Request.

Upon the levy of the PID Assessments, the Reimbursement Agreement Balance shall bear simple interest per annum, from the date specified in the separate reimbursement agreement, not to exceed the rates permitted under subsections (e)(1) and (e)(2) of Section 372.023 of the PID Act, as further identified in a separate reimbursement agreement and/or the SAP, or if PID Bonds are issued, then the interest rate on such PID Bonds, and as identified with respect to each Improvement Area in the SAP. The PID Assessments shall accrue interest in accordance with the SAP. Interest shall continue on the unpaid principal amount of the PID Assessments for a lot or parcel for 30 years or as otherwise set forth in the SAP and until the PID Assessments are paid in full, unless otherwise provided in the SAP and/or Assessment Ordinance.

For the avoidance of doubt, the City's obligation to reimburse shall be solely from funds in the Assessment Fund, the PID Bond Reimbursement Fund, the Developer Improvement Account and/or from the PID Bond Proceeds, and the Developer agrees to look solely to such sources for reimbursement. The obligations of the City under this Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than the Assessment Fund, the PID Bond Reimbursement Fund, the Developer Improvement Account or the PID Bond Proceeds if applicable. Unless approved by the City, no other City funds, revenues, taxes, or income of any kind shall be used to pay: (1) the PID Costs; (2) amounts due and owing under this Agreement or a separate related reimbursement agreement; or (3) debt service on any PID Bonds. None of the City or any of its elected or appointed officials or any of its officers, employees, consultants or representatives shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

2.02. Time and Amount of Reimbursement. The City shall reimburse the Developer for payment of Actual Costs related to the construction of Authorized Improvements solely from (i) the proceeds of PID Bonds and/or (ii) Assessment Revenue collected pursuant to PID Assessments levied on an Improvement Area.

In regards to reimbursement from PID Bonds, the City shall reimburse the Developer and its designees for those Actual Costs that have been paid or advanced or caused to be paid or advanced by the Developer pursuant to Sections 1.03, 1.05, and 2.01 hereof and in accordance with the terms of the applicable PID Bond Indenture.

Additionally, the Developer may request reimbursements directly from Assessment Revenue levied against property within an Improvement Area. The invoices included with the Payment Request shall identify the payee, the goods, services and/or materials provided by such payee and the total amount paid with respect to such goods, services and/or materials. If the City timely disapproves of the Payment Request (for a reason other than for a failure to levy PID Assessments from which the Payment Request is to be paid, in accordance with the provisions hereof) by delivering a detailed notice to the Developer, then payment with respect to the disputed portion(s) of the Payment Request shall not be made until the Developer and the City settle the dispute. The Parties agree to meet promptly and resolve any dispute

within 60 days from the date of the initial submittal of the Payment Request. Any unresolved disputes may be appealed to City Council.

With respect to any Payment Request by the Developer, in no event shall the City Representative be authorized to approve such request if the City has not previously levied PID Assessments against the Assessed Property.

2.03. Fund Deposits. Until PID Bonds payable from Assessment Revenues collected from each Improvement Area are issued, the City shall bill, collect, and immediately deposit into the Assessment Fund all Assessment Revenue consisting of: (1) revenue collected from the payment of PID Assessments (including Prepayments and amounts received from the foreclosure of liens but excluding costs and expenses related to collection); and (2) any additional revenue collected from the payment of Annual Installments (excluding Annual Collection Costs and Delinquent Collection Costs, each as defined in the SAP). Funds in the Assessment Fund shall only be used to pay Actual Costs of the Authorized Improvements or all or any portion of the Reimbursement Agreement Balance in accordance with this Agreement and/or a separate reimbursement agreement. Once PID Bonds payable from Assessment Revenue are issued, the City shall bill, collect, and immediately deposit all Assessment Revenue securing such series of PID Bonds in the manner set forth in the applicable PID Bond Indenture.

Once PID Bonds payable from Assessment Revenue are issued, the City shall also deposit PID Bond Proceeds and any other funds authorized or required by the applicable PID Bond Indenture into the funds established by the applicable PID Bond Indenture in the manner set forth in the applicable PID Bond Indenture. Annual Installments shall be billed and collected by the City (or by any person, entity, or governmental agency permitted by law) in the same manner and at the same time as City ad valorem taxes are billed and collected. Funds in the PID Project Fund shall only be used in accordance with the applicable PID Bond Indenture; provided that funds disbursed from the applicable PID Project Fund shall be made first from PID Bond Proceeds held in the applicable accounts within such PID Project Fund until such accounts are fully depleted and then from the Developer Improvement Account of the applicable PID Project Fund, if applicable. Funds in the PID Bond Reimbursement Fund shall only be used to pay Actual Costs of the Authorized Improvements not paid from the PID Project Fund in accordance with the applicable PID Bond Indenture.

Notwithstanding any other provision in this Agreement, the Actual Costs of Authorized Improvements shall be paid from: (1) the Assessment Revenue, or (2) net PID Bond Proceeds or other amounts deposited in an account of the PID Project Fund created under a PID Bond Indenture related to PID Bonds secured by the Assessment Revenue. The City will take and pursue all actions permissible under applicable laws to cause the PID Assessments to be collected and the liens related to such PID Assessments to be enforced continuously, in the manner and to the maximum extent permitted by the applicable laws, and, to the extent permitted by applicable laws, to cause no reduction, abatement or exemption in the PID Assessments for so long as any PID Bonds are outstanding or a Reimbursement Agreement Balance remains outstanding. The City shall determine or cause to be determined, no later than March 1 of each year whether any Annual Installment is delinquent. If delinquencies exist, then the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent PID Assessment or the corresponding Assessed Property or to use any City funds, revenues, taxes, income, or property other than moneys collected from the PID Assessments. Once PID Bonds are issued, the applicable PID Bond Indenture shall control in the event of any conflict with this Agreement.

2.04. Payment of Actual Costs. If PID Bonds are not issued (or prior to such issuance) to pay the Actual Costs, the Developer may elect to make Developer Advances to pay Actual Costs. If PID Bonds are

issued, the PID Bond Proceeds shall be used in the manner provided in the applicable PID Bond Indenture; and, except as may be required under the Development Agreement and/or an applicable PID Bond Indenture, the Developer shall have no obligation to make Developer Advances for the related Authorized Improvements, unless the PID Bond Proceeds, together with any other funds in the PID Project Fund, are insufficient to pay the Actual Costs of such Authorized Improvements, in which case the Developer shall make Developer Advances to pay the deficit. If Developer Advances are required in connection with the issuance of a series of PID Bonds, then such Developer Advances may be reduced by the amount of payments of Actual Costs of the Authorized Improvements (or portions thereof) to be financed by such PID Bonds that the Developer has previously paid if (i) the Developer submits to the City all information related to such costs that would be required by a Closing Disbursement Request at least fifteen (15) business days prior to the scheduled closing date of such PID Bonds, and (ii) the City approves such Actual Costs in writing. The Developer shall also make Developer Advances to pay for cost overruns (after applying cost savings). The lack of PID Bond Proceeds or other funds in the PID Project Fund shall not diminish the obligation of the Developer to pay Actual Costs of the Authorized Improvements.

2.05. Payment of Reimbursement Agreement Balance. The City agrees to pay to the Developer, and the Developer shall be entitled to receive payments from the City (subject to the provisions of Sections 1.05 and 2.01 hereof), until the Maturity Date, for amounts shown on each approved Payment Request (which amounts include all Actual Costs paid by or at the direction of the Developer) plus simple interest on the unpaid principal balance at the rate identified in a separate reimbursement agreement and/or the SAP approved at the time the City levies the PID Assessments, as described in Section 2.01 hereof(the amount owed to the Developer for all approved Payment Requests is referred to as the "Reimbursement Agreement Balance"); provided, however, upon the issuance of PID Bonds, the interest rate due and unpaid on amounts shown on each Payment Request to be paid to the Developer shall be the lower of: (1) the interest rate on the applicable series of PID Bonds issued to finance the costs of the Authorized Improvements for which the Payment Request was filed, or (2) the interest rate approved by the City Council at the time the City levies the PID Assessments from which such PID Bonds shall be paid. The interest rates contemplated in (1) and (2) above have been approved by the City Council and are authorized by the PID Act. The principal amount of each portion of the Reimbursement Agreement Balance to be paid under each Assessment Ordinance shall be set forth in the SAP and/or a separate reimbursement agreement. The City's obligations to pay the Reimbursement Agreement Balance related to the Authorized Improvements constructed for the benefit of the PID shall (i) only be paid from the PID Assessments and/or Annual Installments collected from property within an Improvement Area, once such PID Assessments are levied, or PID Bond Proceeds, (ii) are contingent upon the City levying such PID Assessments, and (iii) will not be due and owing unless and until the City actually levies such PID Assessments. Interest will not accrue on Payment Requests until such time as they have been approved pursuant to the terms of this Agreement.

The Reimbursement Agreement Balance is payable solely from: (1) the Assessment Fund if no PID Bonds are issued for the purpose of paying the Authorized Improvements related to such Reimbursement Agreement Balance, or (2) from PID Bond Proceeds, the Developer Improvement Account and the PID Bond Reimbursement Fund, if applicable, if PID Bonds are issued for the purpose of paying the Authorized Improvements related to such Reimbursement Agreement Balance. No other City funds, revenues, taxes, income, or property shall be used even if the Reimbursement Agreement Balance is not paid in full by the Maturity Date. Payments made from PID Bond Proceeds deposited in the PID Project Fund and payments made from the Developer Improvement Account and PID Bond Reimbursement Fund, if applicable, shall be made in the manner set forth in the applicable PID Bond Indenture.

So long as no PID Bonds are issued and the City has received and approved a Payment Request, the City shall make a payment to the Developer from the Assessment Fund for an amount of the Reimbursement Agreement Balance at least annually, and no later than 60 days after the date payment of the Annual Installments are due, not to exceed the Assessment Revenue collected by and payable to the City. In the event that a Prepayment of an Assessment is made prior to the issuance of PID Bonds, the City

shall remit payment to the Developer of an amount of the Reimbursement Agreement Balance then due and payable not to exceed the Assessment Revenue related to such Prepayment from the Assessment Revenue deposited into the Assessment Fund within 60 days after the Prepayment is made. Payments made from the Assessment Fund toward any outstanding Reimbursement Agreement Balance shall first be applied to unpaid interest on such Reimbursement Agreement Balance owed to the Developer, and second to unpaid principal of the Reimbursement Agreement Balance owed to the Developer. Each payment from the Assessment Fund shall be accompanied by an accounting that certifies the Reimbursement Agreement Balance as of the date of the payment and that itemizes all deposits to and disbursements from the fund since the last payment.

2.06. Disbursements and Transfers at and after Bond Closing. The City and the Developer agree that from the proceeds of the PID Bonds, and upon the presentation of evidence satisfactory to the City Representative, the City will cause the trustee under the applicable PID Bond Indenture to pay at closing of the PID Bonds approved amounts from the appropriate account to the persons entitled to payment for costs of issuance and payment of costs incurred in the establishment, administration, and operation of the PID and any other eligible costs incurred by the Developer and the City as of the time of the delivery of the PID Bonds as described in the SAP. In order to receive disbursement, the Developer shall execute a Closing Disbursement Request to be delivered to the City no less than fifteen (15) business days prior to the scheduled closing date for the applicable series of PID Bonds for payment in accordance with the provisions of the PID Bond Indenture. In order to receive additional disbursements from any applicable fund under a PID Bond Indenture, the Developer shall execute a Payment Request, no more frequently than monthly, to be delivered to the City for payment in accordance with the provisions of the applicable PID Bond Indenture and this Agreement. Upon receipt of a Payment Request (along with all accompanying documentation required by the City) from the Developer, the City shall conduct a review in order to confirm that such request is complete, to confirm that the work for which payment is requested was performed in accordance with all applicable laws and applicable plans and specifications therefore and with the terms of this Agreement and any other agreement between the parties related to property in the PID, and to verify and approve the Actual Costs of such work specified in such Payment Request. The City shall also conduct such review as is required in its discretion to confirm the matters certified in the Payment Request. The Developer agrees to cooperate with the City in conducting each such review and to provide the City with such additional information and documentation as is reasonably necessary for the City to conclude each such review. The Developer further agrees that if the City provides to the Developer a sales tax exemption certificate then sales tax will not be approved for payment under a Payment Request. Within fifteen (15) business days following receipt of any Payment Request after the issuance of a series of PID Bonds, the City shall either: (1) approve the Payment Request and forward it to the trustee for payment, or (2) provide the Developer with written notification of disapproval of all or part of a Payment Request, specifying the basis for any such disapproval. Any disputes shall be resolved as required herein. The City shall deliver the approved or partially approved Payment Request to the trustee for payment, and the trustee shall make the disbursements as quickly as practicable thereafter.

ARTICLE III
Acquisition of Authorized Improvements

3.01. Acquisition of Authorized Improvements. At or prior to the time of reimbursement of the Developer for the Actual Costs or a portion of the Actual Costs, the City will acquire or cause to be acquired such Authorized Improvements that are to be owned by the City, as set forth in the SAP, from the Developer as have been constructed or caused to be constructed by the Developer for the benefit of the City, including off-site Authorized Improvements. At or prior to the time of reimbursement of the Developer for the Actual Costs or a portion of the Actual Costs related to Authorized Improvements to be owned by an authorized third-party pursuant to the provisions of the PID Act, such entity will acquire or cause to be acquired such Authorized Improvements from the Developer as have been constructed or caused to be constructed by the

Developer for the benefit of such entity, including off-site Authorized Improvements.

3.02. Conveyance Requirements. The Developer shall convey the Authorized Improvements to be owned by the City to the City by deed or other appropriate instrument of conveyance, with full warranties, free and clear of any liens, claims, encumbrances, options, charges, assessments, restrictions, laminations or reservations, including liens for ad valorem taxes for past and current years, and payments due to construction contractors, laborers, or materialmen, unless otherwise waived by the City. The Developer may also convey the Authorized Improvements to be owned by the City to the City by plat or other instrument on behalf of or benefiting the City. The Developer shall convey the Authorized Improvements to be owned by an authorized third-party pursuant to the provisions of the PID Act to such entity by deed or other appropriate instrument of conveyance, with full warranties, free and clear of any liens, claims, encumbrances, options, charges, assessments, restrictions, laminations or reservations, including liens for ad valorem taxes for past and current years, and payments due to construction contractors, laborers, or materialmen, unless otherwise waived by such entity. The Developer shall provide reasonable proof of title and proof of no liens, claims, or encumbrances. Conveyance of any Authorized Improvements to be owned by the City at any time shall be subject to the reimbursement obligations created in this Agreement. Each conveyance shall include all easements within which the Authorized Improvements are located, unless such easements have been dedicated to the public, and all easements necessary to own, operate and maintain the Authorized Improvements. Each conveyance shall additionally include sufficient title to any and all plant sites, together with necessary rights of way where such site or sites are not directly accessible by a dedicated public street, and all licenses, franchises and permits for the Authorized Improvements. The Developer shall also assign, in writing, all of its contractors' and materialmen's warranties, if any, relating to the Authorized Improvements to be owned by the City. All documents or instruments of conveyance, transfer, or assignment hereunder of Authorized Improvements to be owned by the City shall be in a form and content acceptable to the City's attorneys, subject to commercially reasonable standards. The Developer, at the time of reimbursement by the City for Authorized Improvements to be owned by the City, shall deliver to the City a release of all liens upon the bonded Authorized Improvements securing the costs of construction of the bonded Authorized Improvements advanced by a third-party lender. Any conveyance of Authorized Improvements to the City by plat shall not be considered effective until the City has provided a letter of acceptance or other evidence of City acceptance for such Authorized Improvements. Any conveyance of Authorized Improvements to the City by deed or similar instrument shall not be considered effective until such deed or other instrument is recorded in the property records of Smith County.

Prior to completion and conveyance to the City of any Authorized Improvements to be owned by the City, the Developer shall cause to be provided to the City a maintenance bond in the amount required by the City's subdivision regulations for applicable Authorized Improvements, which maintenance bond shall be for a term of two years from the date of final acceptance of the applicable Authorized Improvements. Nothing in this Agreement shall be deemed to prohibit the Developer or the City from contesting in good faith the validity or amount of any mechanics or materialman's lien and/or judgment nor limit the remedies available to the Developer or the City with respect thereto so long as such delay in performance shall not subject the Authorized Improvements to foreclosure, forfeiture, or sale. In the event that any such lien and/or judgment with respect to the Authorized Improvements is contested, the Developer shall be required to post or cause the delivery of a surety bond or letter of credit, whichever is preferred by the City, in an amount reasonably determined by the City, not to exceed 100 percent of the disputed amount, in order for the City to accept the Authorized Improvements, or as otherwise described in the Development Agreement.

3.03. Correction of Defects. Conveyance of any Authorized Improvements to the City shall not relieve the Developer of liability for the correction of any existing engineering or construction defects then existing in the Authorized Improvements to be owned by the City or for satisfaction of any unpaid claim for materials or labor. The City shall be under no obligation to contest or challenge any claim for labor or

materials; provided, however, that in the event the Developer fails to promptly correct any such defect or satisfy any such claim, the City may elect to do so and, in such event, shall have full rights of subrogation. Subject to any applicable statutes of limitation, the Developer shall pay the City for the City's costs in correcting any defect or satisfying any claim including, but not limited to, construction costs, engineering fees, attorneys' fees, building or construction permits, filing fees or court costs.

3.04. Survival or Representations. All representations, warranties and agreements of the City and the Developer hereunder shall survive the conveyance of the Authorized Improvements to the City.

ARTICLE IV
Representations

4.01. Representations by the Developer. The Developer hereby represents to the City that:

(a) The execution and delivery of this Agreement and the transactions contemplated hereby have been duly authorized by the Developer;

(b) This Agreement, the representations and covenants contained herein, and the consummation of the transactions contemplated hereby shall not violate or constitute a breach of any contract or other agreement to which the Developer is a party;

(c) The Developer has made financial arrangements or the ability to obtain sufficient financial resources to assure its ability to perform its obligations hereunder; and

(d) The Developer will make commercially reasonable efforts to send a representative to all meetings of the City Council of the City related to this Agreement or the Authorized Improvements and at which such presence may be requested.

4.02. Representations by the City. The City hereby represents and covenants to the Developer that:

(a) The City has the authority to enter into and perform its obligations under this Agreement;

(b) It shall use its good faith efforts to, if decided by the City, issue PID Bonds pursuant to the PID Act and other applicable law; and

(c) It shall use its good faith efforts to levy and collect the PID Assessments, approve the Payment Requests, and pay the Reimbursement Obligation Balance.

ARTICLE V
Remedies

5.01. Default by the Developer. In the event of an uncured default by the Developer hereunder and after written notice from the City and a reasonable opportunity to cure, which opportunity shall be no less than thirty (30) days, the City shall have the right:

(a) To pursue all legal or equitable remedies; and

(b) To recover from the Developer all expenses incurred in pursuing its legal rights hereunder, including reasonable attorneys' fees.

If a default cannot reasonably be cured within 30 days and Developer has diligently pursued a cure

within such 30-day period and has provided written notice to the City that additional time is needed, then the cure period provided herein shall be extended for an additional 30 day period so long as the Developer is diligently pursuing a cure. The additional 30 day period shall begin on the date of receipt of the written notice by the City.

No default by the Developer shall entitle the City to terminate this Agreement, cease collection of the PID Assessments previously levied and deposit of the Assessment Revenues, or to withhold properly due payments to the Developer from the Assessment Fund or PID Bond Reimbursement Fund in accordance with this Agreement and the PID Bond Indenture or on deposit in the PID Project Fund.

An event of default by the Developer does not release the City from the obligation to reimburse the Developer for Actual Costs advanced or incurred by the Developer on behalf of the City prior to the date of default by the Developer or to reimburse the Developer for Authorized Improvements previously acquired by or conveyed to the City or applicable retail provider.

5.02. Default by City. In the event of default by the City hereunder, the Developer shall be entitled to pursue all remedies at law or in equity, including, seeking a writ of mandamus from a court of competent jurisdiction compelling and requiring the City and its officers to observe and perform the covenants, obligations and conditions hereof; provided, however, that no default by the City shall entitle the Developer to terminate this Agreement and that any financial obligation of the City will only be payable from Assessment Revenues. Any amounts or remedies due pursuant to this Agreement are not subject to acceleration.

5.03. Future Performance. The failure of either party hereto to insist, in any one or more instances, upon performance of any of the terms, covenants, and conditions of this Agreement, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition by the other party hereto, but the obligation of such other party with respect to such future performance shall continue in full force and effect.

ARTICLE VI
Miscellaneous

6.01. Severability. In case any one or more provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

6.02. Modification. This Agreement may be modified or varied only by a written instrument subscribed by both of the parties hereto including a reimbursement agreement entered into for a phase of development or issuance of PID Bonds.

6.03 Assignability. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with written notice to) the City, the Developer's right, title, or interest under this Agreement (any of the foregoing, a "Transfer"). Notwithstanding the foregoing, however, no Transfer shall be effective until five days after notice of the Transfer is received by the City; provided, however, that no such Transfer shall be made without prior written consent of the City if such Transfer would result in (1) the issuance of municipal securities, and/or (2) the City being viewed as an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission (the "SEC"), and/or (3) the City being subjected to additional reporting or recordkeeping duties. Notwithstanding the foregoing, the City hereby authorizes the Developer to grant a security interest in the Developer's rights hereunder and to all sums to be paid to the Developer by the City pursuant to this Agreement to any bank or financial institution without City consent and to the

extent permitted by State law.

6.04. Captions. The captions used in connection with the paragraphs of this Agreement are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement, or used as interpreting the meanings and provisions hereof.

6.05. Applicable Law. This Agreement shall be construed and interpreted under the laws of the State of Texas and all obligations of the parties created hereunder are performable in Smith County, Texas.

6.06. Parties at Interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall never be construed to confer any benefit on any third party. This Agreement shall be binding upon each party, its successors and assigns.

6.07. Term. The term of this Agreement shall begin on the Effective Date and shall continue until the earlier to occur of (i) the last Maturity Date relating to any Improvement Area or (ii) the date on which the Reimbursement Agreement Balance for all Improvement Areas is paid in full. Upon termination of this Agreement with respect to an Improvement Area, the amount of the Reimbursement Agreement Balance, if any, for that Improvement Area that has not been paid, plus the accrued and unpaid interest thereon (collectively, the "Unpaid Balance") shall be canceled and for all purposes of this Agreement shall be deemed to have been conclusively and irrevocably PAID IN FULL, and such Unpaid Balance shall no longer be deemed to be payable. Notwithstanding the foregoing, upon the issuance of PID Bonds secured by PID Assessments levied against property within a specific Improvement Area, the Assessment Revenues collected in connection with such PID Bonds shall be used as set forth under the applicable PID Bond Indenture and related agreements governing the use of PID Assessments and the proceeds of such series of PID Bonds.

6.08. Force Majeure. If the City or the Developer is rendered unable, in whole or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to remedy such inability to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. The term "force majeure", as used herein, shall include, without limitation, acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemy; order of any kind of the Government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery; pipelines or canals; partial or total failure of water supply and inability to provide water necessary for operation of the sewer system, or to receive waste; and any other inabilities of the party, whether similar to those enumerated or otherwise, which are not within the control of the party, which the party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of such party, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of such party.

6.09 Non-Waiver. The failure by a party to insist upon the strict performance of any provision of this Agreement by the other party, or the failure by a party to exercise its rights upon a default by the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by such other party with the provisions of this Agreement.

6.10 Third Party Beneficiaries. Nothing in this Agreement is intended to or shall be construed to confer upon any person or entity other than the City and the Developer any rights under or by reason of

this Agreement. All provisions of this Agreement shall be for the sole and exclusive benefit of the City and the Developer.

6.11 Counterparts. This Agreement may be executed in multiple counterparts, which, when taken together, shall be deemed one original.

6.12 Employment of Undocumented Workers. During the term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a(f), the Developer shall repay the incentives granted herein within 120 days after the date the Developer is notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101(c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

6.13. Statutory Verifications. The Developer makes the following representations and verifications pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Developer 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, Government Code. The foregoing representation excludes the Developer 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.

(b) No Boycott of Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

6.14 Form 1295. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section

2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Developer, and the City agrees to acknowledge such form with the TEC through its electronic filing application system not later than the 30th day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the City nor its consultants have verified such information.

6.15 Notice. Any notice referenced in this Agreement must be in writing and shall be deemed given at the addresses shown below: (i) when delivered by a nationally recognized delivery service such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person is the named addressee; or (ii) 72 hours after deposit with the United States Postal Service, Certified Mail, Return Receipt Requested.

To the City:	Attn: Edward Broussard City Manager P.O. Box 2039 Tyler, Texas 75710 Email: ebroussard@tylertexas.com
With a copy to:	Attn: Deborah Pullum City Attorney P.O. Box 2039 Tyler, Texas 75710 Email: dpullum@tylertexas.com
With a copy to:	Attn: Robert D. Dransfield Norton Rose Fulbright US LLP 2200 Ross Ave., Suite 3600 Dallas, Texas 75201 Email: robert.dransfield@nortonrosefulbright.com
To the Developer:	Attn: Julian Hawes, Jr. Bellwood 323 2019, L.P. 10210 N. Central Expressway, Suite 300 Dallas, Texas 75231 Email: jhawes@providentrealty.net
With a copy to:	Attn: Ryan Hafner Winstead PC 2728 N. Harwood Street, Suite 500 Dallas, Texas 75201 Email: rhafner@winstead.com

[Signatures to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple counterparts, each of equal dignity, to be effective as of the date first written above.

CITY:
CITY OF TYLER, TEXAS

By: _____
Mayor

ATTEST:

_____
City Secretary

DEVELOPER:

BELLWOOD 323 2019 L.P.
a Texas limited partnership

By: Bellwood 323 2019 GP LLC,
a Texas limited liability company
Its: General Partner

By: _____
Name: Julian Hawes, Jr.
Title: Manager

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, _____ by Julian Hawes, Jr., the Manager of Bellwood 323 2019 GP LLC, a Texas limited liability company, General Partner of Bellwood 323 2019 L.P., a Texas limited partnership on behalf of said limited partnership.

_____
Notary Public, State of Texas

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. O-1

Date: December 10, 2025

Subject: Request that the City Council consider adopting an Ordinance amending City Code Chapter 19, "Utilities" by amending provisions related to liquid waste transportation and disposal, including updating certain Definitions, updating certain fees, amending certain permit requirements, and updating references to State agencies.

Item Reference: **Tyler City Code Chapter 19; Article V.; Division 1**

The City of Tyler has adopted specific regulations, fees, permit requirements and appeal provisions related to liquid waste transportation and disposal. Such regulations are contained in City Code Chapter 19, Article V. Division 1.

Proposed changes to Chapter 19 include the following:
- Updating definitions, procedures, and references to State agencies.
- Removing the requirement for no more than three (3) vehicles on a permit.
- Removing the need for the owner's social security number and a notary public's signature on the permit application.
- The permit term will go from one (1) to three (3) years.
- Permit fees are not increasing. The new amount reflects the three-year permit term.

RECOMMENDATION:

It is recommended that the City Council consider adopting an Ordinance amending Tyler City Code Chapter 19, "Utilities", by amending provisions related to liquid waste transportation and disposal, including updating certain Definitions, updating certain fees, amending certain permit requirements, and updating references to State agencies.

Attachments:
Ch. 19 Liquid Waste Update

Drafted/Recommended By:
Department Leader Mike Norris, Manager Wastewater Treatment Systems

Edited/Submitted By:
City Manager

ORDINANCE NO. 0-2025-

AN ORDINANCE AMENDING CHAPTER 19, "UTILITIES", ARTICLE VI, "LAKE TYLER AND LAKE TYLER EAST", ARTICLE V., "LIQUID WASTE AND GREASE", DIVISION 1., "LIQUID WASTE TRANSPORATION AND DISPOSAL", OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS, BY AMENDING PROVISIONS RELATED TO LIQUID WASTE TRANSPORATION AND DISPOSAL, INCLUDING UPDATING CERTAIN DEFINITIONS; UPDATING CERTAIN FEES, AMENDING CERTAIN PERMIT REQUIREMENTS, UPDATING REFERENCES TO STATE AGENCIES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY, AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

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

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

WHEREAS, the City Council has adopted regulations, fees, permitting requirements and appeal procedures in City Code Chapter 19 that related to liquid waste transportation and disposal; and

WHEREAS, it is important to update certain regulations in City Code Chapter 19, including fees and permitting requirements;

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

PART 1: That the Tyler City Code Chapter 19, "Utilities", Article V., "Liquid Waste and Grease", Division 1, "Liquid Waste Transportation and Disposal", is hereby amended by amending the following Definitions in the appropriate alphabetical order in Section 19-100 to read as follows, with no other changes to the Definitions:

Sec. 19-100. Definitions.

a. through k. No changes…

l. "Manager" means the ~~Managing Director of Utilities and Public Works~~ Manager for Wastewater Treatment Systems for the City of Tyler (City), or a duly authorized representative. (Ord. No. 0-2025-__; 12/10/25)

m. through s. No changes…

(Ord. No. O-96-79, 9-4-96) (Ord. No. 0-2025-__; 12/10/25)

PART 2: That the Tyler City Code Chapter 19, "Utilities", Article V., "Liquid Waste and Grease", Division 1, "Liquid Waste Transportation and Disposal", is hereby amended by amending the following Sections to read as follows:

Sec. 19-101. Permission required for transporters.

a. It is unlawful for any person to operate or to cause to be operated a vehicle that transports liquid waste on City streets without having authorization from a State of Texas regulatory agency.

b. It is unlawful to operate or to cause to be operated on City streets a vehicle that transports septage to a City-owned disposal facility without having a Liquid Waste Disposal Permit issued by the Manager.

c. It is unlawful to operate or to cause to be operated on City streets a vehicle that transports grease trap waste and grit trap waste generated within the City's sanitary sewer service area without having a Permit.

~~d. No more than three (3) vehicles may be permitted under a single Permit number.~~

~~e.~~d. Prior to issuing a Permit, each vehicle requiring such under this article shall comply with the following requirements:

1. The tank shall be liquid-tight;
2. The tank shall be constructed so that every interior and exterior portion can be easily cleaned;
3. Piping, valves and connections shall be accessible and easy to clean;
4. The inlet or opening of the tank shall be constructed so that collected waste will not spill during filling, transfer or during transport;
5. Outlet connections shall be constructed so that no liquid waste will leak, run or spill out from the vehicle;
6. Outlets shall be designed for the liquid waste handled and capable of controlling flow or discharge without spillage or undue spray on or flooding of immediate surroundings while in use;
7. Pumps, valves, cylinders, diaphragms and other appurtenances shall be designed for the type of waste handled, capable of operation without spillage, spray or leakage and capable of being easily disassembled for cleaning;
8. The tank shall be equipped with metering equipment capable of measuring the volume of the tank's contents. (Ord. No. O-96-79, 9-4-96) (Ord. No. 0-2025-__; 12/10/25)

Sec. 19-102. Application procedure for permit; fees; duration of permit; permit non-transferable.

a. The Permit required by this Article shall be secured prior to operation of a vehicle as transporter to any disposal facility.

b. Applications may be obtained during business hours from ~~the Manager~~ Water Administration at 511 West Locust, Tyler, Texas, 75702. (Ord. No. 0-2025-__;12/10/25)

c. Applications must be submitted on a form provided for that purpose by the Manager. The application form must be filled in completely~~,~~ and signed by the applicant ~~and verified before a notary public~~. (Ord. No. 0-2025-__; 12/10/25)

d. Each applicant shall provide the following information on the application:

1. Name (owner and business);

2. Address (residence and business);

~~3. Owner's social security number;~~

~~4.~~3. Telephone numbers (residence, business, emergency);

~~5.~~4. Texas ~~Natural Resource Conservation~~ Commission ~~(TNRCC)~~ on Environmental Quality (TCEQ) registration number; (Ord. No. 0-2025-__; _12/10/25)

~~6.~~5. The vehicle identification number (VIN) of each vehicle to be permitted;

~~7.~~6. The license number of each vehicle to be permitted; public.

~~8.~~7. Year, make and model of each vehicle to be permitted;

~~9.~~8. Gallon capacity of each vehicle to be permitted;

~~10.~~9. A description of metering equipment with which each such vehicle is equipped;

~~11.~~10. A color photograph of each disposal vehicle;

~~12.~~11. A photocopy of each driver's motor vehicle operator's license;

~~13.~~12 Such other information or data that the Manager may deem necessary to the administration of this article. (Ord. No. 0-2025-__; __/__/25)

e. Each application shall be accompanied by a permit fee of ~~thirty~~ ninety dollars ~~($30.00)~~ ($90.00) for the first vehicle to be permitted and ~~twenty~~ sixty dollars ~~($20.00)~~ ($60.00) for each additional vehicle to be permitted ~~(maximum of three (3) vehicles per permit).~~ The same fees will apply to ~~annual~~ three (3) year renewals and will be payable within thirty (30) days of that renewal (normally January first). (Ord. No. 0-2025-__; 12/10/25)

f. A Permit issued hereunder shall be valid for a period of ~~one (1)~~ three (3) years from the date of issuance unless earlier revoked or suspended in accordance with the provisions of this article. (Ord. No. 0-2025-__; 12/10/25)

g. A Permit issued under the authority of this article may not be sold, assigned or otherwise transferred nor inure to the benefit of any transporter other than the original permittee.

h. The fee for disposal of septage at a City disposal facility is One Hundred Dollars ($100.00) per one thousand (1,000) gallons. (Ord. No. 0-2021-91; 9/22/21) (Ord. No. 0-2022-87; 09/14/22) (Ord. No. 0-2023-85;9/13/23) (Ord. No. 0-2024-85; 9/11/24)

i. Trip tickets for each load of septage disposed at a City disposal facility will be forwarded to the Office of the Manager, Water Utilities Department for billing. A statement will be rendered within the first two (2) weeks of each month for the preceding month's discharges. The statement shall identify the quantity (in thousands of gallons) of septage.

j. In the event the volumes of septage received at City facilities decrease substantially and the Manager determines that significant unauthorized waste disposal has resulted as a consequence of the increase in rates, the Manager is authorized to adjust the rate downward for disposal of septage, but in no case may the rate be adjusted so that it is less than the cost for the City to provide the service. (Ord. No. O-96-79, 9-4-96) (Ord. No. 0-99-80, 10/20/99) (Ord. No. 0-2021-91; 9/22/21) (Ord. No. 0-2022-87; 09/14/22) (Ord. No. 0-2024-85; 9/11/24) (Ord. No. 0-2025-__; 12/10/25)

Sec. 19-103. Action on application; standards for issuance; denial, suspension, revocation.

a. The Manager shall issue a Permit if:

1. The application is complete, accurate and in proper form; and

2. The vehicle(s) and equipment of the applicant comply in all respects with the minimum requirements of this article; and

3. The applicant and the operation otherwise comply with the requirements of federal, state and municipal law respecting the transportation and disposal of liquid waste.

b. The Manager may deny, suspend or revoke a Permit(s) if:

1. The transporter has given false, incomplete, or misleading information in the application or has omitted stating facts material to the grant or denial of the application;

2. The transporter has received collected, transported or disposed of liquid waste in violation of this article or violated other federal, state or municipal laws or regulations respecting such activity;

3. The transporter has unlawfully duplicated, reproduced or altered a Permit for the purpose of circumventing this article;

4. The transporter has failed to mark those vehicles utilized to transport and dispose of liquid waste as required by this article;

5. The transporter marks those vehicles used to transport and dispose of liquid waste at the disposal facility with false or counterfeit identification numbers;

6. The vehicle, containers or equipment fail to meet the minimum standards required by this article or the regulations of the ~~Texas Natural Resource Conservation Commission~~ TCEQ; (Ord. No. 0-2025-__; 12/10/25)

7. The transporter engages in the receipt, collection, transportation or disposal of liquid waste in such a manner as to endanger the environment or the health, safety or welfare of the general public;

8. The transporter falsely represents the type or concentration of wasteload transported to or disposed of at any City disposal facility;

9. The transporter fails to remit payment in accordance with the fee schedule contained in this article within thirty (30) days of the date of the bill;

10. The transporter fails to deliver trip tickets to the Manager upon request for review;

11. The transporter fails to abide by the conditions of the Permit or other lawful order, rule or regulation of the Manager;

12. The transporter is convicted in the Municipal Court of violating the provisions of this article;

13. The transporter fails to appear in the Municipal Court with respect to a summons or citation issued for violation of this article.

c. If the Manager denies, suspends or revokes a permit issued under this article, the Manager shall, within five (5) days of such action, forward written notice by certified mail, return receipt requested, to the applicant or permittee, setting forth the reasons therefor and informing the applicant or permittee of the right to an appeal.

d. The Manager may revoke for a period of one (1) year or less all Permits issued by the City, if the transporter or an employee of the transporter violates any rule or regulation promulgated by the City or any applicable provisions of the City Code or state law.

e. After suspension under this section, a permittee may file a request for reinstatement of the Permit. When the Manager determines that the permittee is again qualified, all violations have been corrected, precautions have been taken to prevent future violations and all required fees have been paid, the Permit shall be reinstated by the Manager.

f. Upon receipt of a notice of suspension or revocation, the transporter shall forthwith cease and refrain from the disposal of septage at any City disposal facility. (Ord. No. O-96-79, 9-4-96) (Ord. No. 0-2025-__; 12/10/25)

Sec. 19-104. Appeal procedure. No changes…

Sec. 19-105. Display of identifying information; use of false identification number prohibited.

a. The Manager shall number Permits consecutively and maintain an official record consisting of a log or register containing pertinent information relative to Permits issued under this article.

b. Each transport vehicle permitted under this article shall conspicuously display on each side of such vehicle's discharge tanks or containers, in a color contrasting with the background and in letters at least three (3) inches high, a sign containing the following information:

1. The company name used by the permittee;

2. The registration number issued to the transporter by the TCEQ ~~Texas Natural Resource Conservation Commission~~; (Ord. No. 0-2025-__; 12/10/25)

3. The permit number issued to the transporter by the Manager as follows: TYL _____ with the blank space containing the permit number.

c. In addition to the foregoing, the permittee shall maintain in each permitted vehicle at all times a vehicle identification card issued by the Manager.

d. No person may operate any vehicle for the purpose of transporting liquid waste generated within the City's sanitary sewer service area that is not marked in accordance with subpart b above.

e. The transporter shall display or exhibit his/her vehicle identification card upon request of the Manager.

f. In the event of a change in vehicles or in the equipment of a vehicle, the permittee shall notify the Manager within ten (10) days to obtain a new vehicle identification card and request a permit amendment to reflect the change. (Ord. No. O-96-79, 9-4-96) (Ord. No. 0-2025-__; 12/10/25)

Sec. 19-106. Permitted vehicles; minimum requirements; impoundment. No changes…

Sec. 19-107. Disposition control by manifest system; retention of records; inspection, copying by Manager. No changes…

Sec. 19-108. Responsibilities of transporters.

a. Only septage from residential units will be accepted at the City disposal facility. No septage from institutional facilities or restaurants or liquid wastes from package sewage treatment plants will be accepted at the City disposal facility.

b. Before accepting a load of liquid waste for transportation, the transporter shall determine the nature of the material to be transported and that the equipment is sufficient to properly handle the job without spillage, leaks or release of toxic or harmful gases, fumes, liquids or other substances.

c. It is unlawful for a transporter to transport hazardous waste in any vehicle permitted by City for transporting septage.

d. It is unlawful for any transporter to deliver to the City disposal facility mixtures of incompatible wastes transported in the same container.

e. It is unlawful for a transporter to dispose of grit trap waste, tank bottoms, stripping, cleaning or plating sludges, or any other commercial, industrial or institutional waste at any City disposal facility.

f. A transporter shall empty and clean the container and equipment of all previously handled incompatible wastes before transporting waste to the City disposal facility.

g. Upon delivery of the waste to the disposer, the transporter shall inform the disposer of the nature of the waste.

h. The transporter shall not discharge any waste at any disposal facility outside the presence of facility personnel.

i. At the request of the City disposal facility attendant, the transporter shall obtain a sample of waste from the vehicle as it is discharged into the receiving well. Representative samples will be collected directly from the vehicle discharge stream and given to the lab technician or facility attendant for analysis.

j. The area of the receiving well shall be hosed and cleaned by the transporter prior to departure. All trash and debris will be collected and disposed of in appropriate containers at the disposal facility.

k. Each transporter shall comply at all times with applicable ~~Texas Natural Resource Conservation Commission~~ TCEQ or United States Environmental Protection Agency rules, regulations or policies respecting ~~his~~ its activities in the receipt, collection, transport and disposal of liquid waste. (Ord. No. O-96-79, 9-4-96) (Ord. No. 0-2025-__; _12/10/25)

Sec. 19-109. Disposal of liquid waste; responsibilities of disposers.

a. It is unlawful for any person to dispose of, unload, or offer liquid waste for sale or exchange except at a place permitted or approved by the State.

b. The Manager will designate the City disposal facilities which may be used for liquid waste disposal.

c. It is unlawful for any person to deposit or discharge liquid waste onto a street or into any municipal storm or sanitary sewer or an area that drains into the storm or sanitary sewer system.

d. It is unlawful for any person to allow liquid waste to accumulate on their premises in a way that rainfall could carry the material to the municipal storm or sanitary sewers or onto adjacent property or create a noxious odor or health hazard.

e. A disposer shall:

1. Comply with all applicable federal, state and municipal laws and regulations respecting the disposal of liquid waste;

2. Accept waste only from a transporter duly registered with the ~~Texas Natural Resource Conservation Commission~~ TCEQ; (Ord. No. 0-2025-__; 12/10/25)

3. Make available for inspection and copying during regular business hours all records required to be kept for inspection;

4. Make available to the transporter a schedule of normal operating hours when liquid waste disposal is allowed.

5. Verify correct transporter disposal procedures including confirmation of actual load volume. (Ord. No. O-96-79, 9-4-96) (Ord. No. 0-2025-__; _12/10/25)

Sec. 19-110. Responsibility of corporations or associations. No changes…

PART 3: That if any provision or any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

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

Section 85 of the Charter of the City of Tyler, Texas, which date is expected to be December 12, 2025.

PASSED AND APPROVED this 10th day of December, A.D. 2025.

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

ATTEST:

_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM, CITY ATTORNEY

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. O-2

Date: December 10, 2025

Subject: Request that the City Council consider adopting an Ordinance amending the Fiscal Year 2025-2026 Budget to provide funding to complete various construction projects, motor vehicle purchases, and other purchases not completed by September 30, 2025, as anticipated.

Item Reference: **Fiscal Years 2024-2025 and 2025-2026 Annual Budgets**

During Fiscal Year (FY) 2024-2025, various purchases and projects were initiated but not completed as projected before the fiscal year-end. The monies available to fund these items became part of the ending working capital or fund balance of the various funds as of September 30, 2025. The FY 2025-2026 beginning budget is being amended to carry forward the necessary funding to complete the items in progress and appropriate savings from the previous year for items in fiscal year 2024-2025. Attached is a recommended list of amendments to be included in the proposed ordinance amending the original budget for FY 2025-2026.

RECOMMENDATION:

It is recommended that the City Council consider approving the attached ordinance amending the Fiscal Year 2025-2026 Budget to provide funding to complete various construction projects, motor vehicle purchases, and other purchases not completed by September 30, 2025, as anticipated.

Attachments:
Budget_Amendment_Ordinance (rev dp).docx
Budget Roll Workbook - FY2026 - Master.pdf

Drafted/Recommended By:
Department Leader Lauren Justice, Controller

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2025-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AMENDING THE BUDGET FOR FISCAL YEAR 2025-2026, AUTHORIZING THE APPROPRIATION OF FUNDS FOR PROJECTS AND PURCHASES APPROVED IN THE 2024-2025 BUDGET BUT NOT PURCHASED OR COMPLETED IN THAT FISCAL YEAR; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, during fiscal year 2024-2025, various purchases and projects were started but were not completed; and

WHEREAS, various equipment, motor vehicles, and construction projects were planned but not completed during the fiscal year; and

WHEREAS, this budget amendment will provide funding for completion of these purchases and projects during the current fiscal year;

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

PART 1: That amendment of the fiscal year 2025-2026 Budget is required in order to provide funding for projects and purchases started but not finished during the 2024-2025 fiscal year, which creates an urgent public necessity to authorize the amendment to the budget herein contained.

PART 2: That the following line item accounts, as approved in the budget for fiscal year 2025-2026, shall be amended to read as follows:

Item	Request	Fund	Account Number	Account	Budget	Requested Roll Amount	Amended Budget
1	PD Dispatch (711 W. Ferguson) - new storefront entrance & door	General Fund	101-0310-421.08-01	Building Maintenance	64,297.00	14,408.00	78,705.00
2	Professional Consulting Services - Architect for new PD Training Center	General Fund	101-0310-421.25-21	Building Improvement	-	19,545.00	19,545.00
3	Streets, Roadways, Highways	General Fund	101-0710-433.08-08	Streets, Roadways, Highways	252,951.00	38,770.00	291,721.00
4	Utility Cut Repairs	General Fund	101-0710-433.08-15	Utility Cut Repairs	225,604.00	28,661.00	254,265.00
5	Sundry / Pavement Marking Maint	General Fund	101-0720-436.05-03	Pavement Marking Maint	49,500.00	7,868.00	57,368.00
6	Traffic Signal Repairs	General Fund	101-0720-436.08-58	Traffic Signals Repairs	101,199.00	91,682.00	192,881.00
7	24-044 Fair Plaza Garage Elevator Renovation Project	General Capital Projects Fund	102-0110-412.25-21	Building Improvement	-	235,990.00	235,990.00
8	Class A Burn Building Project	General Capital Projects Fund	102-0320-422.26-06	Portable Burn Structure	-	130,000.00	130,000.00
9	Grapple attachment for tractor	General Capital Projects Fund	102-0450-451.26-01	Furn, Fixtures, Equipment	-	6,341.00	6,341.00
10	Stamped medians/Hazard tree removals	General Capital Projects Fund	102-0453-451.04-08	Special Services	200,000.00	100,000.00	300,000.00

11	Streets Overlay	Quality Street Commitment Fund	103-0705-432.26-30	Streets Overlay	1,493,818.00	308,608.00	1,802,426.00
12	Alley Improvement	Quality Street Commitment Fund	103-0705-432.27-46	Alley Improvement	165,000.00	107,573.00	272,573.00
13	Brick Street Improvement	Quality Street Commitment Fund	103-0705-432.27-47	Brick Street Improvement	869,772.00	892,034.00	1,761,806.00
14	Historic Resources Survey	Development Services Fund	202-0505-461.06-67	Historic Preservation	14,000.00	75,000.00	89,000.00
15	Park Capital Projects	Park Improvement Fund	206-0450-451.24-03	Park Improvements	802,500.00	675,835.00	1,478,335.00
16	TIRZ Number 3: East Maple Estates Development Agreement	TIF/TIRZ #3	218-0110-412.04-08	Special Services	20,000.00	139,569.00	159,569.00
17	Granicus Project	PEG Fund	236-0160-417.26-25	Tech Purch > $10,000	100,000.00	40,317.86	140,317.86
18	Contingencies	Housing Grant	276-0983-811.06-09	Contingencies	-	986,999.00	986,999.00
19	Special Services	Housing Grant	276-1925-811.04-08	Special Services	-	5,267.00	5,267.00
20	CDBG Grant Income	CDBG	294-0000-371.60-54	CDBG Grant Income	743,501.00	956,954.00	1,700,455.00
21	Special Services	CDBG	294-0930-811.04-08	Special Services	5,500.00	35,000.00	40,500.00
22	Critical Home Repair	CDBG	294-0931-811.39-56	Critical Home Repair Proj	284,818.00	50,000.00	334,818.00
23	1st Time Homebuyers	CDBG	294-0932-811.39-52	Homebuyer Projects	-	60,000.00	60,000.00
24	Demolition	CDBG	294-0933-811.39-53	Demolition Projects	-	135,938.00	135,938.00
25	Public Facilities	CDBG	294-0935-811.39-55	Public Facility Projects	294,801.00	557,460.00	852,261.00
26	Public Service Projects	CDBG	294-0950-811.39-58	Public Service Projects	-	118,556.00	118,556.00
27	HOME Grant Income	HOME Grant	295-0000-371.60-55	Home Grant Income	303,679.00	2,308,680.00	2,612,359.00
28	Special Services	HOME Grant	295-0981-811.04-08	Special Services	5,000.00	7,000.00	12,000.00
29	Contingency	HOME Grant	295-0981-811.06-09	Contingencies	-	476,787.00	476,787.00
30	ARP Funds	HOME Grant	295-0981-811.39-42	ARP Funds	-	583,361.00	583,361.00
31	New Re/construction	HOME Grant	295-0981-811.39-61	New/Re Construction	822,286.00	1,241,532.00	2,063,818.00
32	Lake Palestine Emergency Projects	Water Utilities Fund	502-0744-744.26-03	Instruments & Apparatus	85,000.00	817,555.00	902,555.00
33	CCTV Group 7	Water Utilities Fund	502-1745-745.04-08	Special Services	4,625,000.00	93,523.00	5,299,753.00
34	CCTV Group 9	Water Utilities Fund	502-1745-745.04-08	Special Services	4,625,000.00	551,154.00	5,299,753.00
35	Consent Decree Field Management	Water Utilities Fund	502-1745-745.04-08	Special Services	4,625,000.00	19,267.00	5,299,753.00
36	ROW Clearing	Water Utilities Fund	502-1745-745.04-08	Special Services	4,625,000.00	10,809.00	5,299,753.00
37	Contingency	Water Capital Projects Fund	503-0741-741.06-09	Contingencies	-	8,053,925.00	8,053,925.00
38	Phase 2 of Meter Replacement Program	Water Capital Projects Fund	503-0743-743.26-59	ARPA Meter Replacement	-	347,282.00	347,282.00
39	Private Water Service Line Relocation	Water Capital Projects Fund	503-0743-743.40-40	Service Lines	1,667,732.00	348,783.00	2,794,078.00
40	2024 2" Water Line Replacements	Water Capital Projects Fund	503-0743-743.40-40	Service Lines	1,667,732.00	777,563.00	2,794,078.00
41	Lake Palestine Taste & Odor	Water Capital Projects Fund	503-0744-744.26-63	Lake Palestine WTP	1,175,000.00	852,325.00	2,027,325.00
42	Well Surveying Phase 2a	Water Capital Projects Fund	503-0744-744.26-64	Wells	455,000.00	31,000.00	486,000.00
43	AWIA RRA & ERP Updates	Water Capital Projects Fund	503-0744-744.26-67	Study - WT	-	23,750.00	23,750.00

44	Water Model Maintenance	Water Capital Projects Fund	503-0744-744.49-37	Extensions	1,062,554.00	13,270.00	1,075,824.00
45	Settlers Landing/Bass Pro Way	Water Capital Projects Fund	503-0745-745.26-68	Extensions	3,977,486.00	264,592.00	5,234,180.00
46	TEDC FM 14 Extension	Water Capital Projects Fund	503-0745-745.26-68	Extensions	3,977,486.00	992,102.00	5,234,180.00
47	Lake Tyler Master Plan	Water Capital Projects Fund	503-0747-747.26-72	Study - LT	-	126,973.00	139,008.00
48	Lake Tyler Bathymetric Survey	Water Capital Projects Fund	503-0747-747.26-72	Study - LT	-	12,035.00	139,008.00
49	Lake Tyler Boathouse Plumbing	Water Capital Projects Fund	503-0747-747.26-73	Boathouse	100,000.00	156,400.00	256,400.00
50	IT Purchase of Communication Switches Required for Parking Equipment.	Airport Fund	524-0770-439.04-23	Airport Park Lot Mgt Fees	16,000.00	16,000.00	32,000.00
51	Special Services	Storm Water Fund	575-0748-748.04-08	Special Services	94,150.00	44,000.00	138,150.00
52	Streets, Roadways, Highways	Storm Water Fund	575-0748-748.08-08	Streets, Roadways Highways	43,000.00	55,345.00	98,345.00
53	Drainage Projects	Storm Water Fund	575-0748-748.26-29	Drainage Projects	768,198.00	1,339,208.00	2,107,406.00
54	purchased dump trucks are still undelivered	VES Fund	640-0661-641.26-04	Motor Vehicles	9,299,500.00	425,842.23	9,725,342.23
55	Ongoing Oakwood Complex repairs	VES Fund	640-0662-642.08-01	Building Maintenance	170,850.00	45,000.00	215,850.00
56	parking lot unfinished	VES Fund	640-0662-642.25-21	Building Improvement	1,025,000.00	858,000.00	1,883,000.00
57	25-080 Senior Center Roof Restoration	Property and Facilities Fund	663-0684-633.25-11	Roof Replacement	481,000.00	101,714.00	798,713.00
58	25-043 Carnegie Building Roof and Gutter Project	Property and Facilities Fund	663-0684-633.25-11	Roof Replacement	481,000.00	215,999.00	798,713.00
59	Additional Management Switches for City Hall	Information Technologies Fund	671-0150-416.04-03	Rentals	1,513,189.00	24,738.64	1,537,927.64
60	Building progress	Information Technologies Fund	671-0150-416.06-09	Contingencies	-	293,000.00	293,000.00
61	Airport software change	Information Technologies Fund	671-0150-416.08-44	Software Contract Fees	4,152,361.00	19,849.05	4,193,288.05
62	VuSpex	Information Technologies Fund	671-0150-416.08-44	Software Contract Fees	4,152,361.00	21,078.00	4,193,288.05

PART 3: That any ordinance, resolution, policy or any provision, part, 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 4: That if any part, section, subsection, sentence, provision, clause or phrase of this ordinance shall be held to be void or unconstitutional, such holding shall not render invalid any other part, section, subsection, sentence, provision, clause or phrase of this ordinance and same are deemed severable for this purpose.

PART 5: That this ordinance shall take effect immediately upon approval.

PART 6: That the City Clerk is hereby directed to file a copy of this budget amendment as required by state law.

PASSED AND APPROVED this 10th day of December 2025.

_____

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

ATTEST:

_____

CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____

DEBORAH G. PULLUM, CITY ATTORNEY

City of Tyler Budget Roll
Fiscal Year 2026

Item	Account Number	Request	Reason for Roll Request	Requested Roll Amount
1	101-0310-421.08-01	PD Dispatch (711 W. Ferguson) - new storefront entrance & door	In FY25, money was encumbered under PO #309036 for replacement of old metal entry doors with a modern, aluminum/frosted glass storefront. This is an on-going construction project, expected to be completed in mid-November 2025. Requesting for funds to be rolled to finish facility improvements from last year that would negatively impact FY26 maintenance budget.	$14,408.00
2	101-0310-421.25-21	Professional Consulting Services - Architect for new PD Training Center	In FY25, money was encumbered under PO #303133 for necessary architectural services related to construction design, administration, and observation for the new PD training center at 2520 E. Commerce. This is an on-going renovation/construction project expected to be completed in mid/late December 2025. FY25 funds remaining on the PO are $19,545 for the architectural services necessary to see the project to completion. It is vital for the funds to be rolled to finish renovations that will positively impact on-going law enforcement training needs and facility improvements.	$19,545.00
3	101-0710-433.08-08	Streets, Rdways, Highways	Funds planned for in-house overlay of deadend streets however, due to issues with asphalt availabliltiy we were not able to complete by 9/30/25	$38,770.00
4	101-0710-433.08-15	Utility Cut Repairs	Funds planned for in-house overlay of deadend streets however, due to issues with asphalt availability we were not able to complete by 9/30/25	$28,661.00
5	101-0720-436.05-03	Sundry / Pavement Marking Maint	Pavement marking maintenance was delayed due to scheduling setbacks with asphalt overlay operations. Since pavement markings must be applied after overlays are completed, the delay in asphalt work directly impacted the timeline for refreshing roadway striping and other critical markings.	$7,868.00
6	101-0720-436.08-58	Traffic Signal Repairs	Collections related to several damaged signal cabinets and light poles were deposited into this account later in the fiscal year. Although replacement equipment has been ordered, it was not received by the fiscal year-end date of 9/30/25.	$91,682.00
7	102-0110-412.25-21	24-044 Fair Plaza Garage Elevator Rennovation Project	Began process in FY2023-24. Half paid up front. Job delayed serveral months due to parts availability. This amount is for final half payment	$235,990.00

8	102-0320-422.26-06	Class A Burn Building Project	This project experienced delays beyond our control. Without the funding originally allocated for FY 2024–2025, we will be unable to cover the remaining project costs. The project has now entered the planning and material procurement stages, with an estimated completion date of December 31, 2025. Completion of this project is essential for the Tyler Fire Department to meet the training requirements established by the Texas Commission on Fire Protection (TCFP). At present, we are unable to fulfill those requirements because the department's existing burn building has been condemned. The new Class A burn building will enable firefighters to train safely under live-fire conditions in a controlled environment. This facility is critical for maintaining compliance with state training standards and for ensuring that firefighters can effectively practice advanced firefighting and rescue techniques. The project directly benefits both the department and the community by ensuring that Tyler's firefighters remain properly trained and prepared to respond to emergencies, thereby enhancing public safety and overall community resilience. This initiative supports the City of Tyler's strategic goal of strengthening public safety and emergency preparedness, as outlined in the Tyler 1st Comprehensive Plan. By investing in firefighter training infrastructure, the city reaffirms its commitment to maintaining a highly skilled emergency response workforce, enhancing community safety, and promoting a resilient, well-protected city.	$130,000.00
9	102-0450-451.26-01	Grapple attachment for tractor	The grapple attachment will enhance the crews' efficiency in debris collection. Previously, crews had to pick up debris by hand, which was time-consuming and less effective. The purchase of the grapple was delayed because we initially believed that the work it would perform could be accomplished with a newly acquired skid steer; however, we found that it could not.	$6,341.00

10	102-0453-451.04-08	Stamped medians/Hazard tree removals	The Stamped Median Project was approved by Council on September 10, 2025, for a total of $128,235, originally budgeted in FY25. Due to delays in finalizing the bid packet, bids were not accepted until late September. Of the total project amount, $20,000 was allocated for the Southside handicap parking expansion from a different account, and the additional $8,235 will be covered by this account. If this rollover is not approved, the $100,000 budgeted for stamped medians in FY26 will be fully consumed by last year's project, and the additional $8,235 would need to be drawn from hazard tree removal funds. Approving this rollover will fully fund the FY25 project while preserving the FY26 stamped median budget for ongoing work. It will also maintain funding for hazard tree removal in parks, trails, and cemeteries—an account that was already reduced by $100,000 during the budget process.	$100,000.00
11	103-0705-432.26-30	Streets Overlay	This work approved and is currently underway but contractor unable to complete by 9/30/25	$308,608.00
12	103-0705-432.27-46	Alley Improvement	This work approved and is currently underway but contractor unable to complete by 9/30/25	$107,573.00
13	103-0705-432.27-47	Brick Street Improvement	This work approved and is currently underway but contractor unable to complete by 9/30/25	$892,034.00
14	202-0505-461.06-67	Historic Resources Survey	Texas Historic Commission CLG grant was awarded during FY25 but due to federal restrictions on grant funding, THC didn't receive the funds. They received them and can now fund the grant and therefore the reimbursement for this project. 50/50 reimbursement grant.	$75,000.00
15	206-0450-451.24-03	Park Capital Projects	Fund 206 is funded by the landfill tipping fee to support park improvement projects. The improvements funded are outlined in the Parks and Open Space Master Plan. Funds carried over from FY25 are needed to complete the development of Stewart Park, which was delayed due to coordination of Legacy Trail completion with TxDot and COT. All 2026 funds are needed to complete projects planned for FY26.	$675,835.00
16	218-0110-412.04-08	TIRZ Number 3: East Maple Estates Development Agreement	Remainder of contracted Development Agreement amount for reimbursing infrastructure costs associated with the East Maple Estates development.	$139,569.00
17	236-0160-417.26-25	Granicus Project	Project is still on going Quote 55737342	$40,317.86
18	276-0983-811.06-09	Contingencies	Housing Funding Rollover	$986,999.00
19	276-1925-811.04-08	Special Services	Housing Funding Rollover	$5,267.00
20	294-0000-371.60-54	CDBG Grant Income	CDBG Funding Rollover	$956,954.00
21	294-0930-811.04-08	Special Services	CDBG Funding Rollover	$35,000.00
22	294-0931-811.39-56	Critical Home Repair	CDBG Funding Rollover	$50,000.00
23	294-0932-811.39-52	1st Time Homebuyers	CDBG Funding Rollover	$60,000.00
24	294-0933-811.39-53	Demolition	CDBG Funding Rollover	$135,938.00
25	294-0935-811.39-55	Public Facilities	CDBG Funding Rollover	$557,460.00
26	294-0950-811.39-58	Public Service Projects	CDBG Funding Rollover	$118,556.00
27	295-0000-371.60-55	HOME Grant Income	HOME Funding Rollover	$2,308,680.00

28	295-0981-811.04-08	Special Services	HOME Funding Rollover	$7,000.00
29	295-0981-811.06-09	Contingency	HOME Funding Rollover	$476,787.00
30	295-0981-811.39-42	ARP Funds	HOME Funding Rollover	$583,361.00
31	295-0981-811.39-61	New Re/construction	HOME Funding Rollover	$1,241,532.00
32	502-0744-744.26-03	Lake Palestine Emergency Projects	This is the remainder of the amount that was transferred from 0309 into 2603 in July for the emergency rehabs to the mudwell VFDs, pumps, High Service, pump/motor rehab, replacement VFD #1 and installation, and related equipment. Everything is on order but multiple manufacturer delays has not allowed the equipment to be replaced yet. My two maintenance accounts will not have enough to pay for these expenditures, and cover the costs associated with other planned maintenance or emergency maintenance needs.	$817,555.00
33	502-1745-745.04-08	CCTV Group 7	Funds needed to cover release of retainage.	$93,523.00
34	502-1745-745.04-08	CCTV Group 9	Ongoing CCTV reinspections of Basin 13.	$551,154.00
35	502-1745-745.04-08	Consent Decree Field Management	Ongoing management and contract production for ROW upcoming ROW contract.	$19,267.00
36	502-1745-745.04-08	ROW Clearing	Funds needed to cover release of retainage for ROW Clearing contract.	$10,809.00
37	503-0741-741.06-09	Contingency	Emergency Funding	$8,053,925.00
38	503-0743-743.26-59	Phase 2 of Meter Replacement Program	Funds needed to cover release of retainage for Phase 1 and the remaining amount will be used towards Phase 2 of the Water Meter Replacement Program.	$347,282.00
39	503-0743-743.40-40	Private Water Service Line Relocation	Ongoing inspection, construction administration and construction of the Private Water Service Replacement.	$348,783.00
40	503-0743-743.40-40	2024 2" Water Line Replacements	Ongoing inpsection, construction administration and 2024 2" Water Line Replacements	$777,563.00
41	503-0744-744.26-63	Lake Palestine Taste & Odor	Ongoing Taste and Odor Study	$852,325.00
42	503-0744-744.26-64	Well Surveying Phase 2a	Surveying of 3 outstanding Wells from Phase 2	$31,000.00
43	503-0744-744.26-67	AWIA RRA & ERP Updates	Ongoing updates with this project.	$23,750.00
44	503-0744-744.49-37	Water Model Maintenance	Ongoing Water Model Maintenance	$13,270.00
45	503-0745-745.26-68	Settlers Landing/Bass Pro Way	Ongoing construction.	$264,592.00
46	503-0745-745.26-68	TEDC FM 14 Extension	Reimbursement request from TEDC for FM 14 sanitary sewer expected in the first part of	$992,102.00
47	503-0747-747.26-72	Lake Tyler Master Plan	Ongoing Lake Tyler Master Plan	$126,973.00
48	503-0747-747.26-72	Lake Tyler Bathymetric Survey	Ongoing Bathymetric Survey	$12,035.00
49	503-0747-747.26-73	Lake Tyler Boathouse Plumbing	Awarding Lake Tyler Boathouse Plumbing Inspections in FY26.	$156,400.00
50	524-0770-439.04-23	IT Purchase of Communication Switches Required for Parking Equipment.	IT quote from Flair Data Systems received on 09/30/25, and couldn't order before end of FY 24-25. Project stage is:… Project completion is: ….	$16,000.00
51	575-0748-748.04-08	Special Services	Funds allocated for USIC stormwater utilility locates (811 contract). Not billed by 9/30/25 but services rendered during 24-25	$44,000.00
52	575-0748-748.08-08	Streets, Rdways, Highways	Money for herbicide equipment/services not completed by 9/30/25. Contractor unable to complete all rounds due to rainfall during year. We recieved equipment late in fiscal year and need funds to spray identified areas in house to ensure drainage structures are not undermined by vegetation requiring a much larger capital investment.	$55,345.00

53	575-0748-748.26-29	Drainage Projects	Projects underway but not completed by 9-30/25	$1,339,208.00
54	640-0661-641.26-04	purchased dump trucks still undelivered	it takes longer than 12 months to get special built units made	$425,842.23
55	640-0662-642.08-01	ongoing oakwood complex repairs	plumbing/parking lot/storywright ongoing preoject not completed	$45,000.00
56	640-0662-642.25-21	parking lot unfinished	engineering redesigns and rebids	$858,000.00
57	663-0684-633.25-11	25-080 Senior Center Roof Restoration	Began the process in FY2024-25. Postponed due to FY2025-26 due to bid issues (includes 15% D&O)	$101,714.00
58	663-0684-633.25-11	25-043 Carnegie Building Roof and Gutter Project	Began the process in FY2024-25. Postponed due to previous bid rejection, process restarted and ran into FY2025-26. (includes 15% D&O)	$215,999.00
59	671-0150-416.04-03	Additional Management Switches for City Hall	Materials did not arrive before 9/30/25	$24,738.64
60	671-0150-416.06-09	Building progress	Contingency for Building	$293,000.00
61	671-0150-416.08-44	Airport software change	Project is still on going Q-208924 - balance	$19,849.05
62	671-0150-416.08-44	VuSpex	Project is still on going Q-193111 - balance	$21,078.00
Total				**$27,387,817.78**

Fund	Fund Balance Available	Amount Requested	Ending Fund Balance
101	13,332,689.00	200,934.00	13,131,755.00
102	521,791.00	472,331.00	49,460.00
103	1,369,540.00	1,308,215.00	61,325.00
202	2,498,333.00	75,000.00	2,423,333.00
206	730,557.00	675,835.00	54,722.00
218	605,946.00	139,569.00	466,377.00
236	627,921.00	40,317.86	587,603.14
276	1,598,687.00	992,266.00	606,421.00
294	116,066.00	-	116,066.00
295	1,172,593.00	-	1,172,593.00
502	23,924,131.00	$1,492,308.00	22,431,823.00
503	12,127,311.00	12,000,000.00	127,311.00
524	1,565,365.00	16,000.00	1,549,365.00
575	1,685,405.00	1,438,553.00	246,852.00
640	3,840,785.00	1,328,842.23	2,511,942.77
663	361,472.00	317,713.00	43,759.00
671	447,745.00	358,665.69	89,079.31
Total		**20,856,549.78**	

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-1

Date: December 10, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute a contract with Wicker Construction, Inc. in the amount of $13,075,678.00 for the Consent Decree Bellwood Lift Station Abandonment, Bid 26-001 and to adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

Item Reference:

The Bellwood Lift Station is located on the north side of Bellwood Lake and is critical to the City's collection system. The lift station pumps sewer around Lake Bellwood's north side and dam to a manhole, which then flows by gravity to the Greenbriar Lift Station. Bellwood Lift Station currently serves an extensive collection basin that is less than 50% developed but the lift station pumps run nearly 24 hours a day, which indicates that the lift station is nearing its maximum capacity. Commercial development currently under construction in this basin will contribute additional flow to the Lift Station. Previously, the City of Tyler enlisted KSA to study several lift stations, with Bellwood at the top of the priority list. As a result of the study, a new option was presented that would eliminate the Bellwood Lift Station and replace the force main with a new gravity line that follows a new alignment in the same general area. This project will significantly reduce the Cityâ€™s long-term operations and maintenance (O&M) costs in this collection basin by transitioning from a lift station to a gravity system. The shift eliminates the need for costly equipment and ongoing electricity usage, while also removing the Cityâ€™s responsibility for managing a lift station.

On Tuesday, November 11, 2025 sealed bids were received for this project and read aloud in Council chambers. Six (6) bids were received in total and are as follows:

Wicker Construction, Inc. - $13,075,678.00
Black Rock Construction - $13,365,477.00
Precision Civil, LLC - $14,357,050.00
A.E. Shull and Company - $14,705,170
C&A Construction, LLC - $14,914,022.00
Belt Construction of Texas, LLC - $16,632,430.00

The Engineering Cost Estimate for Construction was $13,750,00-$15,500,00, which is consistent with the bids received. Although Tyler Water Utilities (TWU) has not done a recent project with Wicker Construction, they are currently on the approved contractors list and have a good reputation. The City's consultant for this project, KSA, has done other complex projects with Wicker Construction in the East

Texas and Louisiana regions and is recommending that the City move forward with award of the project to the low bidder.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to execute a contract with Wicker Construction, Inc. in the amount of $13,075,678.00 for the Consent Decree Bellwood Lift Station Abandonment, Bid 26-001 and to adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

Attachments:
2025-11-12 103260 (26-001) Award Consideration Letter
103260 Bid Tabulation
Bellwood Project Future Debt Resolution Form

Drafted/Recommended By:
Department Leader Jacob Yanker, Utilities Project Engineer/ Kate Dietz, PE, Director of Utilities

Edited/Submitted By:
City Manager

a PAPE-DAWSON company

6781 Oak Hill Boulevard
Tyler, TX 75703
903.581.8141

November 12, 2025

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

via email

RE: ***City of Tyler***
Bellwood Lift Station Abandonment
KSA Project No. 103260 / Bid No. 26-001
Award Consideration & Bid Tabulation

Dear Mr. Yanker:

Sealed bids were received for the above referenced project on Tuesday, November 11, 2025 at 2:00 P.M. at the City of Tyler Purchasing Office and then publicly opened and read aloud in the City Council Chambers. A total of six (6) bids were received as shown on the attached bid tabulation.

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

Wicker Construction, Inc. submitted the low total bid in the amount of $13,075,678.00. From the review of the information provided in the proposal and prior experience with the Contractor, the low bidder appears qualified to perform the work required and capable of successfully completing the project.

If you have any questions or would like to discuss, please do not hesitate to call or respond.

Sincerely,

KSA Engineers, Inc.

Blake W Bogenschutz

Blake Bogenschutz, P.E.
Project Manager

BID TABULATION

City of Tyler
Bellwood Lift Station Abandonment
Tyler Bid No. 26-001
KSA Project No. 103260
Bid Date: November 11, 2025

BID ITEM	DESCRIPTION	UNIT	QTY	1 Wicker Construction, Inc. 9640 Wallace Lake Rd. Shreveport, LA 71106 318-207-2718 UNIT PRICE	1 TOTAL PRICE	2 BRCT, LLC dba Black Rock Construction 2400 Highway 287 N Mansfield, TX 76063 512-738-6700 UNIT PRICE	2 TOTAL PRICE
BASE BID							
1.01	Mobilization, Insurance, and Bonds	LS	1	$651,000.00	$651,000.00	$625,000.00	$625,000.00
1.02	Barricades, Signs, and Traffic Handling	LS	1	$15,000.00	$15,000.00	$20,970.00	$20,970.00
1.03	Control of Ground and Surface Water	LS	1	$982,600.00	$982,600.00	$865,000.00	$865,000.00
1.04	Stormwater Pollution Prevention	LS	1	$10,000.00	$10,000.00	$210,000.00	$210,000.00
1.05	Union Pacific Railroad Permit Compliance	LS	1	$405,000.00	$405,000.00	$965,000.00	$965,000.00
1.06	Temporary Plugs and Bypass Pumping	LS	1	$200,000.00	$200,000.00	$44,900.00	$44,900.00
1.07	Gravity Sewer and Manhole Testing	LS	1	$121,000.00	$121,000.00	$29,825.00	$29,825.00
1.08	42-in Steel Encasement by Dry Bore	LF	100	$1,750.00	$175,000.00	$2,410.00	$241,000.00
1.09	42-in Steel Encasement by Open Cut with Pile Supports	LF	250	$2,000.00	$500,000.00	$687.00	$171,750.00
1.10	Replace Existing with 30-in Class 250 P401-Lined D.I. Gravity Sewer Line	LF	1,093	$805.00	$879,865.00	$1,410.00	$1,541,130.00
1.11	30-in Class 250 P401-Lined D.I. Gravity Sewer Line	LF	8,433	$757.00	$6,383,781.00	$550.00	$4,638,150.00
1.12	30-in Class 250 P401-Lined Restrained Joint D.I. Gravity Sewer Line	LF	260	$865.00	$224,900.00	$680.00	$176,800.00
1.13	Remove and Properly Dispose of Existing Sewer Line	LF	205	$150.00	$30,750.00	$40.00	$8,200.00
1.14	Remove and Replace 15-in SDR 26 PVC Gravity Sewer Line	LF	20	$250.00	$5,000.00	$305.00	$6,100.00
1.15	8-in SDR 26 PVC Gravity Sewer Line	LF	20	$220.00	$4,400.00	$215.00	$4,300.00
1.16	Remove and Replace 72-in Diameter Manhole	EA	4	$37,555.00	$150,220.00	$20,000.00	$80,000.00
1.17	72-in Diameter Vented Manhole	EA	7	$32,530.00	$227,710.00	$27,750.00	$194,250.00
1.18	72-in Diameter Manhole	EA	17	$25,000.00	$425,000.00	$19,090.00	$324,530.00
1.19	Coal-Tar Epoxy Exterior Manhole Coating	VF	270	$100.00	$27,000.00	$438.00	$118,260.00
1.20	Remove and Properly Dispose of Existing Manhole	EA	4	$5,500.00	$22,000.00	$2,000.00	$8,000.00
1.21	Abandon Existing Manhole	EA	8	$2,250.00	$18,000.00	$1,500.00	$12,000.00
1.22	Connect to Existing Sanitary Sewer	EA	4	$7,500.00	$30,000.00	$9,150.00	$36,600.00
1.23	Type R Modified Rock Rip-Rap with Grout Fill	CY	250	$500.00	$125,000.00	$400.00	$100,000.00
1.24	Concrete Anchor Collar	EA	6	$5,900.00	$35,400.00	$2,500.00	$15,000.00
1.25	Intruder Resistant Chainlink Fence	LF	50	$100.00	$5,000.00	$250.00	$12,500.00
1.26	Repair Lake Bellwood Spillway Toe	LS	1	$58,100.00	$58,100.00	$550,000.00	$550,000.00
1.27	Demolish Existing Lift Station and Appurtenances	LS	1	$62,500.00	$62,500.00	$87,950.00	$87,950.00
1.28	Demolish Existing Water Pump Station Facility	LS	1	$167,500.00	$167,500.00	$155,000.00	$155,000.00
1.29	Post-Construction CCTV Inspection	LF	9,826	$10.00	$98,260.00	$4.00	$39,304.00
1.30	Fill Abandoned Sewer Line with Flowable Fill	LF	75	$50.00	$3,750.00	$100.00	$7,500.00
1.31	Cut and Plug Existing Gravity Sewer Line	EA	6	$6,850.00	$41,100.00	$3,500.00	$21,000.00
1.32	Cut and Plug Existing Force Main	EA	2	$5,200.00	$10,400.00	$6,815.00	$13,630.00
1.33	6-in Concrete Pavement	SY	350	$120.00	$42,000.00	$175.00	$61,250.00
1.34	Asphalt Pavement Repair	SY	1	$250.00	$250.00	$3,000.00	$3,000.00
1.35	Catch Basin and Drainage System	LS	1	$14,350.00	$14,350.00	$3,450.00	$3,450.00
1.36	Clearing and Grubbing	AC	6.70	$15,000.00	$100,500.00	$74,100.00	$496,470.00
1.37	Hydromulch	AC	9.00	$3,500.00	$31,500.00	$4,310.00	$38,790.00
1.38	Foundation Material for Unstable Trench	CY	1,000	$125.00	$125,000.00	$25.00	$25,000.00
1.39	Remove and Replace Unsuitable Soil with Select Fill	CY	5,000	$20.00	$100,000.00	$5.00	$25,000.00
1.40	Erosion Control Fabric	SY	2,500	$5.00	$12,500.00	$1.55	$3,875.00
1.41	Filter Fabric Fence	LF	5,000	$4.00	$20,000.00	$4.15	$20,750.00
1.42	Trench Safety	LF	9,671	$2.00	$19,342.00	$8.00	$77,368.00
1.43	Excavation Safety	LS	1	$15,000.00	$15,000.00	$786,875.00	$786,875.00
1.44	Miscellaneous Allowance	AL	1	$500,000.00	$500,000.00	$500,000.00	$500,000.00
TOTAL BID AMOUNT					**$13,075,678.00**		**$13,365,477.00**

Compiled by:
KSA
a Pape-Dawson company
TBPE Firm Registration No. F-1356

Blake W Bogenschutz
Blake Bogenschutz, P.E.
Project Manager

BID TABULATION

City of Tyler
Bellwood Lift Station Abandonment
Tyler Bid No. 26-001
KSA Project No. 103260
Bid Date: November 11, 2025

				3 Precision Civil, LLC 16601 FM 346 E Troup, TX 75789 903-316-3348		4 A.E. Shull & Company 5750 Reed Rd. Tyler, TX 75707 903-561-5061	
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID							
1.01	Mobilization, Insurance, and Bonds	LS	1	$711,000.00	$711,000.00	$715,000.00	$715,000.00
1.02	Barricades, Signs, and Traffic Handling	LS	1	$125,000.00	$125,000.00	$26,500.00	$26,500.00
1.03	Control of Ground and Surface Water	LS	1	$615,000.00	$615,000.00	$2,300,000.00	$2,300,000.00
1.04	Stormwater Pollution Prevention	LS	1	$81,250.00	$81,250.00	$314,000.00	$314,000.00
1.05	Union Pacific Railroad Permit Compliance	LS	1	$118,750.00	$118,750.00	$250,000.00	$250,000.00
1.06	Temporary Plugs and Bypass Pumping	LS	1	$437,500.00	$437,500.00	$300,000.00	$300,000.00
1.07	Gravity Sewer and Manhole Testing	LS	1	$312,500.00	$312,500.00	$99,250.00	$99,250.00
1.08	42-in Steel Encasement by Dry Bore	LF	100	$7,120.00	$712,000.00	$2,250.00	$225,000.00
1.09	42-in Steel Encasement by Open Cut with Pile Supports	LF	250	$1,482.00	$370,500.00	$3,000.00	$750,000.00
1.10	Replace Existing with 30-in Class 250 P401-Lined D.I. Gravity Sewer Line	LF	1,093	$687.00	$750,891.00	$605.00	$661,265.00
1.11	30-in Class 250 P401-Lined D.I. Gravity Sewer Line	LF	8,433	$686.00	$5,785,038.00	$595.00	$5,017,635.00
1.12	30-in Class 250 P401-Lined Restrained Joint D.I. Gravity Sewer Line	LF	260	$1,412.00	$367,120.00	$968.00	$251,680.00
1.13	Remove and Properly Dispose of Existing Sewer Line	LF	205	$244.00	$50,020.00	$100.00	$20,500.00
1.14	Remove and Replace 15-in SDR 26 PVC Gravity Sewer Line	LF	20	$813.00	$16,260.00	$100.00	$2,000.00
1.15	8-in SDR 26 PVC Gravity Sewer Line	LF	20	$625.00	$12,500.00	$75.00	$1,500.00
1.16	Remove and Replace 72-in Diameter Manhole	EA	4	$46,250.00	$185,000.00	$32,425.00	$129,700.00
1.17	72-in Diameter Vented Manhole	EA	7	$55,706.00	$389,942.00	$35,500.00	$248,500.00
1.18	72-in Diameter Manhole	EA	17	$42,133.00	$716,261.00	$34,275.00	$582,675.00
1.19	Coal-Tar Epoxy Exterior Manhole Coating	VF	270	$250.00	$67,500.00	$200.00	$54,000.00
1.20	Remove and Properly Dispose of Existing Manhole	EA	4	$12,500.00	$50,000.00	$5,250.00	$21,000.00
1.21	Abandon Existing Manhole	EA	8	$18,750.00	$150,000.00	$4,175.00	$33,400.00
1.22	Connect to Existing Sanitary Sewer	EA	4	$8,125.00	$32,500.00	$9,250.00	$37,000.00
1.23	Type R Modified Rock Rip-Rap with Grout Fill	CY	250	$560.00	$140,000.00	$503.00	$125,750.00
1.24	Concrete Anchor Collar	EA	6	$6,250.00	$37,500.00	$21,500.00	$129,000.00
1.25	Intruder Resistant Chainlink Fence	LF	50	$250.00	$12,500.00	$200.00	$10,000.00
1.26	Repair Lake Bellwood Spillway Toe	LS	1	$106,250.00	$106,250.00	$398,500.00	$398,500.00
1.27	Demolish Existing Lift Station and Appurtenances	LS	1	$43,750.00	$43,750.00	$18,500.00	$18,500.00
1.28	Demolish Existing Water Pump Station Facility	LS	1	$56,250.00	$56,250.00	$155,800.00	$155,800.00
1.29	Post-Construction CCTV Inspection	LF	9,826	$12.50	$122,825.00	$10.00	$98,260.00
1.30	Fill Abandoned Sewer Line with Flowable Fill	LF	75	$1,062.50	$79,687.50	$195.00	$14,625.00
1.31	Cut and Plug Existing Gravity Sewer Line	EA	6	$8,125.00	$48,750.00	$4,975.00	$29,850.00
1.32	Cut and Plug Existing Force Main	EA	2	$25,000.00	$50,000.00	$5,000.00	$10,000.00
1.33	6-in Concrete Pavement	SY	350	$120.00	$42,000.00	$122.50	$42,875.00
1.34	Asphalt Pavement Repair	SY	1	$3,000.00	$3,000.00	$195.00	$195.00
1.35	Catch Basin and Drainage System	LS	1	$20,000.00	$20,000.00	$6,300.00	$6,300.00
1.36	Clearing and Grubbing	AC	6.70	$25,000.00	$167,500.00	$59,500.00	$398,650.00
1.37	Hydromulch	AC	9.00	$9,000.00	$81,000.00	$4,750.00	$42,750.00
1.38	Foundation Material for Unstable Trench	CY	1,000	$187.50	$187,500.00	$295.00	$295,000.00
1.39	Remove and Replace Unsuitable Soil with Select Fill	CY	5,000	$50.00	$250,000.00	$42.50	$212,500.00
1.40	Erosion Control Fabric	SY	2,500	$22.50	$56,250.00	$3.00	$7,500.00
1.41	Filter Fabric Fence	LF	5,000	$7.00	$35,000.00	$4.10	$20,500.00
1.42	Trench Safety	LF	9,671	$20.50	$198,255.50	$10.00	$96,710.00
1.43	Excavation Safety	LS	1	$62,500.00	$62,500.00	$51,300.00	$51,300.00
1.44	Miscellaneous Allowance	AL	1	$500,000.00	$500,000.00	$500,000.00	$500,000.00
TOTAL BID AMOUNT					**$14,357,050.00**		**$14,705,170.00**

BID TABULATION

City of Tyler
Bellwood Lift Station Abandonment
Tyler Bid No. 26-001
KSA Project No. 103260
Bid Date: November 11, 2025

				5 C & A Construction, LLC 14110 Luthe Rd. Houston, TX 77039 832-661-5862		6 Belt Construction of Texas, LLC P.O. Box 867 Texarkana, TX 75504 870-772-7216	
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID							
1.01	Mobilization, Insurance, and Bonds	LS	1	$1,000,000.00	$1,000,000.00	$800,000.00	$800,000.00
1.02	Barricades, Signs, and Traffic Handling	LS	1	$200,000.00	$200,000.00	$30,000.00	$30,000.00
1.03	Control of Ground and Surface Water	LS	1	$1,000,000.00	$1,000,000.00	$800,000.00	$800,000.00
1.04	Stormwater Pollution Prevention	LS	1	$50,000.00	$50,000.00	$1,000.00	$1,000.00
1.05	Union Pacific Railroad Permit Compliance	LS	1	$200,000.00	$200,000.00	$330,000.00	$330,000.00
1.06	Temporary Plugs and Bypass Pumping	LS	1	$570,000.00	$570,000.00	$220,000.00	$220,000.00
1.07	Gravity Sewer and Manhole Testing	LS	1	$100,000.00	$100,000.00	$10,000.00	$10,000.00
1.08	42-in Steel Encasement by Dry Bore	LF	100	$3,030.00	$303,000.00	$2,500.00	$250,000.00
1.09	42-in Steel Encasement by Open Cut with Pile Supports	LF	250	$3,000.00	$750,000.00	$2,200.00	$550,000.00
1.10	Replace Existing with 30-in Class 250 P401-Lined D.I. Gravity Sewer Line	LF	1,093	$700.00	$765,100.00	$1,200.00	$1,311,600.00
1.11	30-in Class 250 P401-Lined D.I. Gravity Sewer Line	LF	8,433	$633.00	$5,338,089.00	$1,074.00	$9,057,042.00
1.12	30-in Class 250 P401-Lined Restrained Joint D.I. Gravity Sewer Line	LF	260	$703.00	$182,780.00	$2,000.00	$520,000.00
1.13	Remove and Properly Dispose of Existing Sewer Line	LF	205	$51.00	$10,455.00	$20.00	$4,100.00
1.14	Remove and Replace 15-in SDR 26 PVC Gravity Sewer Line	LF	20	$489.00	$9,780.00	$100.00	$2,000.00
1.15	8-in SDR 26 PVC Gravity Sewer Line	LF	20	$210.00	$4,200.00	$100.00	$2,000.00
1.16	Remove and Replace 72-in Diameter Manhole	EA	4	$28,623.00	$114,492.00	$50,000.00	$200,000.00
1.17	72-in Diameter Vented Manhole	EA	7	$29,000.00	$203,000.00	$50,000.00	$350,000.00
1.18	72-in Diameter Manhole	EA	17	$30,000.00	$510,000.00	$50,000.00	$850,000.00
1.19	Coal-Tar Epoxy Exterior Manhole Coating	VF	270	$200.00	$54,000.00	$75.00	$20,250.00
1.20	Remove and Properly Dispose of Existing Manhole	EA	4	$3,300.00	$13,200.00	$1,600.00	$6,400.00
1.21	Abandon Existing Manhole	EA	8	$3,000.00	$24,000.00	$1,500.00	$12,000.00
1.22	Connect to Existing Sanitary Sewer	EA	4	$1,500.00	$6,000.00	$17,000.00	$68,000.00
1.23	Type R Modified Rock Rip-Rap with Grout Fill	CY	250	$400.00	$100,000.00	$200.00	$50,000.00
1.24	Concrete Anchor Collar	EA	6	$10,000.00	$60,000.00	$4,000.00	$24,000.00
1.25	Intruder Resistant Chainlink Fence	LF	50	$100.00	$5,000.00	$60.00	$3,000.00
1.26	Repair Lake Bellwood Spillway Toe	LS	1	$1,000,000.00	$1,000,000.00	$83,000.00	$83,000.00
1.27	Demolish Existing Lift Station and Appurtenances	LS	1	$500,000.00	$500,000.00	$10,000.00	$10,000.00
1.28	Demolish Existing Water Pump Station Facility	LS	1	$300,000.00	$300,000.00	$100,000.00	$100,000.00
1.29	Post-Construction CCTV Inspection	LF	9,826	$15.00	$147,390.00	$3.00	$29,478.00
1.30	Fill Abandoned Sewer Line with Flowable Fill	LF	75	$60.00	$4,500.00	$20.00	$1,500.00
1.31	Cut and Plug Existing Gravity Sewer Line	EA	6	$950.00	$5,700.00	$1,000.00	$6,000.00
1.32	Cut and Plug Existing Force Main	EA	2	$2,500.00	$5,000.00	$500.00	$1,000.00
1.33	6-in Concrete Pavement	SY	350	$120.00	$42,000.00	$150.00	$52,500.00
1.34	Asphalt Pavement Repair	SY	1	$171.00	$171.00	$2,000.00	$2,000.00
1.35	Catch Basin and Drainage System	LS	1	$30,000.00	$30,000.00	$1,000.00	$1,000.00
1.36	Clearing and Grubbing	AC	6.70	$20,000.00	$134,000.00	$6,500.00	$43,550.00
1.37	Hydromulch	AC	9.00	$4,286.00	$38,574.00	$2,700.00	$24,300.00
1.38	Foundation Material for Unstable Trench	CY	1,000	$43.00	$43,000.00	$150.00	$150,000.00
1.39	Remove and Replace Unsuitable Soil with Select Fill	CY	5,000	$43.00	$215,000.00	$6.00	$30,000.00
1.40	Erosion Control Fabric	SY	2,500	$7.00	$17,500.00	$2.00	$5,000.00
1.41	Filter Fabric Fence	LF	5,000	$11.00	$55,000.00	$3.00	$15,000.00
1.42	Trench Safety	LF	9,671	$21.00	$203,091.00	$10.00	$96,710.00
1.43	Excavation Safety	LS	1	$100,000.00	$100,000.00	$10,000.00	$10,000.00
1.44	Miscellaneous Allowance	AL	1	$500,000.00	$500,000.00	$500,000.00	$500,000.00
TOTAL BID AMOUNT					**$14,914,022.00**		**$16,632,430.00**

RESOLUTION NO. R-2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT FOR COSTS ASSOCIATED WITH THE BELLWOOD LIFT STATION ABANDONMENT PROJECT; AND PROVIDING AN EFFECTIVE DATE.

STATE OF TEXAS §
§
COUNTY OF SMITH §
§
CITY OF TYLER §

WHEREAS, the City of Tyler, Texas, reserves the right to issue debt for the engineering, design, and construction of the Bellwood Lift Station Abandonment project (the "Project") and further intends to make certain capital expenditures with respect to the Project and currently reserves the right to reimburse the capital expenditures with proceeds of such debt; and

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

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

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

Part 1: That the City of Tyler reasonably expects to reserve the right to reimburse capital expenditures with respect to the Project with proceeds of future potential debt hereafter which may be incurred by the Issuer, and that this Resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Project is $13,075,678.00.

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

PASSED AND APPROVED, this the 10th day of December, 2025.

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

ATTEST:

_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-2

Date: December 10, 2025

Subject: Request that the City Council consider authorizing the City Manager to approve acceptance of a Texas Historical Commission Certified Local Government 50/50 reimbursement grant in the amount of $37,500 to conduct a Historic Resources Survey and authorize the City Manager to execute all necessary documents.

Item Reference:

BACKGROUND
The City of Tyler was awarded a $37,500 matching grant from the Texas Historical Commission (THC) during FY 2025. The grant is a 50/50 reimbursement grant, requiring a City match of $37,500 for a total project cost of $75,000.

Although the grant award occurred in FY25, federal delays in the distribution of grant funds resulted in the City not receiving final authorization and grant agreement materials until the end of FY25. THC has confirmed that the funds may be fully expended during FY26, allowing the City to proceed without modification to the scope or budget. Per City of Tyler grant acceptance policy, any grant requiring a City match must be approved by City Council.

This project directly implements the 2017 Historic Preservation Strategic Plan, including:

Strategic Plan - Goal 1: "Continue documentation of Tyler's heritage as the basis for future preservation efforts."

Initiative 1.1: Prioritize new areas for survey and documentation efforts in places outside the Historic Significance Survey Area.

PROJECT PURPOSE
The Historic Significance Survey Area - covering Tyler's Downtown and its earliest neighborhoods - was established as the focus for prior documentation efforts. With those areas largely documented, the 2017 Strategic Plan directs the City to expand survey work into neighborhoods outside the original boundary, particularly those containing:

- Post-World War II residential development
- Resources from the early-to mid-20th century approaching 50-year eligibility thresholds
- Areas with cultural significance that have not been formally surveyed

PROPOSED SURVEY AREA: Priority Survey Area 1A - North Quadrant
Survey Area 1A, located between Wolford Avenue and North Broadway Avenue, includes several subdivisions and neighborhoods identified in the 2010 Texas College Area Development Plan, such as Woodhaven, Northridge, and College Lane. The Strategic Plan identifies Survey Area 1A as a high priority for reconnaissance-level survey work.

Area characteristics include:
- Homes from the 1920s-1960s
- Significant African-American community heritage
- Lack of prior formal survey work
- Potential eligibility for individual National Register or local landmark designation

FINANCIAL IMPACT
Total Project Cost: $75,000

- THC Grant (50%): $37,500 reimbursed to the City
- City Share (50%): $37,500

Funds for this project were approved in the FY25 budget for Fund 202 (Development Services) and will be rolled over into FY26. Acceptance of the grant will implement a priority action of the 2017 Historic Preservation Strategic Plan by supporting long-term preservation and neighborhood planning efforts through cost-effective documentation of Tyler's historic and cultural resources. The project will allow the City to evaluate properties approaching 50 years of age and better position neighborhoods for future conservation or planning initiatives. City Council approval is required due to the City's matching fund obligation.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to approve acceptance of a Texas Historical Commission Certified Local Government 50/50 reimbursement grant in the amount of $37,500 to conduct a Historic Resources Survey and authorize the City Manager to execute all necessary documents.

Attachments:
Grant Contract
Resolution

Drafted/Recommended By:
Department Leader Kyle Kingma, AICP, Planning Director

Edited/Submitted By:
City Manager

TEXAS HISTORICAL COMMISSION
THC Contract No. 808-25-R251699

FISCAL YEAR 2025 CERTIFIED LOCAL GOVERNMENT (CLG) GRANT
CFDA: 15.904
FEDERAL AGENCY: NATIONAL PARK SERVICE (NPS)

GRANT CONTRACT
CLG-TX-25-005

1. PARTIES

The parties of this contract (Contract) are the Texas Historical Commission (THC), an agency of the State of Texas; and the **City of Tyler** (Grantee).

2. PURPOSE

This Contract is entered into pursuant to a grant made to THC for grant year **2025** by the U.S. Department of the Interior, National Park Service (NPS), under the provisions of the National Historic Preservation Act of 1966, P.L. 89-665 (as codified and amended at 54 U.S.C. §§ 300101 et seq.) and pursuant to the terms and conditions of the Historic Preservation Fund (HPF) Grants Manual, 2007. This grant is made for the purpose of funding a project or projects to be undertaken by Grantee as a participant in the Certified Local Government (CLG) program.

3. SERVICES TO BE PROVIDED

The following services are to be provided within the Contract period on a schedule to be agreed upon by the parties to this Contract. However, the services designated with specific deadlines must comply with those deadlines.

Products developed under this agreement must conform to the requirements of THC and the Project Proposal, as stipulated in the Expected Products of Historic Resources Survey and Inventory Projects (Attachment B). Grantee will conduct a historic resources survey of Tyler, Texas, as described in the grant application.

Project personnel employed by the Grantee shall meet the **Standards for Professional Qualifications** as outlined in **36 CFR 61 (Attachment C),** as appropriate to the scope of the project, and be employed by competitive procurement. All subcontracted services and products must be procured according to Federal procurement standards set forth in Chapter 17 of the HPF Grants Manual, 2 CFR §§ 200.317- 326, 43 CFR §§ 12.940-12.948, and 43 CFR § 12.76 (See **Attachment N**). Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in federally-assisted programs on the basis of race, color, and/or national origin. Therefore, the Grantee must sign the **U.S. Department of the Interior Civil Rights Assurance (Attachment D)** and return the signed form to THC with this Contract. Similarly, all consultants, subcontractors, and subrecipients retained by the Grantee must sign the **Assurances for Consultants, Subrecipients or Subcontractors (Attachment D.1)**. In all cases the person(s) employed by the Grantee to complete the work specified in this Contract must meet with the approval of THC. The professional staff hired must also contact THC's CLG staff prior to commencing work.

4. AMOUNT OF THE CONTRACT

The total amount of this Contract shall not exceed **$37,500.** THC shall reimburse the Grantee exclusively from U.S. Department of the Interior grant-in-aid funds for historic preservation (CLG), and this Contract is subject to the availability of those funds.

5. PERIOD

This Contract shall commence on the date it is executed by both parties and shall terminate on **December 31, 2027**. It is further agreed that all work associated with this project shall be completed by **September 30, 2027**, and all materials stipulated in Attachments A and B and all reimbursement requests shall be submitted to THC by **October 31, 2027**.

An extension for completing products stipulated in Attachment B may be granted by THC upon review and approval of a written extension request by the Grantee, provided that a draft of the grant product(s) has been previously reviewed and approved. The final product(s) must be received by THC no later than **December 31, 2027**. All expenses incurred by the Grantee associated with work completed after **September 30, 2027**, shall be considered ineligible for reimbursement under this grant contract.

Written contract amendments may be submitted using the **Certified Local Government (CLG) Contract Amendment (Attachment E)** at any time between Contract execution and **December 31, 2027**, at THC's option.

6. INDEPENDENT CONTRACTOR STATUS; INDEMNITY & HOLD HARMLESS AGREEMENT

The Grantee is a Texas Municipal Corporation. It is not an agency of the State of Texas. It is expressly understood and agreed that the Grantee and Grantee's subcontractors, if any, are independent contractors and not employees of THC. The Grantee or any subcontractor shall not be considered the agent, the servant, or the employee of THC for any purpose whatsoever.

If the Grantee is authorized by this Contract to use grant funds for contractual purposes, all persons furnished, used, retained, or hired by or on behalf of the Grantee or any of Grantee's subcontractors shall be considered to be solely the employees or agents of Grantee or Grantee's contractors. The Grantee or Grantee's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, social security, workers compensation, and other payroll taxes for such persons, including any related assessments or contributions required by law. In no event shall this provision relieve Grantee of responsibility for ensuring the services rendered, or products, materials, or items provided under all subcontracts are rendered in compliance with this Contract.

To the extent allowed by law, the Grantee or subcontractors are responsible for any and all claims whatsoever due to actions or performance under this grant, including, but not limited to, the use of automobiles or other transportation taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties. TO THE EXTENT ALLOWED BY LAW, THE GRANTEE AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THC, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES, ARISING OUT OF, OR RESULTING FROM ANY ACTS, PERFORMANCE, OR OMISSIONS OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED. UNDER THIS CONTRACT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR THE FAILURE TO PAY A SUBCONTRACTOR. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE AND THC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

7. DOCUMENTATION AND PAYMENT

The Grantee may submit to THC, for its approval, a properly completed invoice for services rendered in compliance with all requirements of the Contract as specified in the **Reimbursement Request Procedures (Attachment F)**. The Grantee will provide invoices to THC as costs are incurred and work is completed, but not more frequently than monthly.

It is further agreed that the Grantee will provide written quarterly updates on the Grant Product Quarterly Report Form, as it currently exists and is currently available at https://www.thc.texas.gov/preserve/projects-and-programs/certified-local-government/grant-information, on the progress of the grant product. Each update will outline the tasks completed and expenses incurred on the project and provide a timeline and status of the overall project. The Grant Product Quarterly Reports will be due on August 31, 2025, December 31, 2025, April 30, 2026, August 31, 2026, December 31, 2026, April 30, 2027, and August 31, 2027. The Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports. Failure to submit quarterly reports as required on a timely basis may constitute breach of this grant Contract and result in forfeiture of the grant.

Reimbursement to the Grantee shall be on a matching basis as outlined in the **Estimated Project Budget (Attachment M)**, subject to receipt of funds from the NPS and successful completion of all project work activities. THC agrees to pay the Grantee up to **$37,500** in federal funds. The Grantee agrees to contribute matching share, either donated services or cash match, for a minimum total of **$37,500** or **50%** of eligible costs, whichever is less.

Such payments shall be made as requested for services actually rendered, or if mutually agreed, in one lump sum upon completion and approval of all the requirements set forth in this Contract. It is further agreed that a sum not to exceed 25% of the total grant award will be retained by THC until the following have occurred: (a) Commission review of the draft project material, products, and deliverables and THC's comments are incorporated therein; (b) receipt of final reports; and (c) receipt of properly documented reimbursement materials.

Subject to the limitations of the Contract, THC's payments will be made in accordance with the Texas Prompt Payment Act.

THC shall only reimburse costs incurred and paid by the Grantee during the term of this grant. THC shall only reimburse the Grantee for employee costs that are directly related to performing the responsibilities of this grant.

8. GENERALLY ACCEPTED ACCOUNTING PRINCIPLES OR OTHER RECOGNIZED ACCOUNTING PRINCIPLES

The Grantee shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by the Grantee.

9. REFUNDS AND DEDUCTIONS

If THC determines that the Grantee has been overpaid grant funds under this Contract, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the Grantee shall refund that amount of THC reimbursement identified by THC as an overpayment. THC may offset and deduct the amount of the overpayment from any amount owed to the Grantee, as a reimbursement, but not yet paid by THC to the Grantee. THC may choose to require a payment directly from the Grantee rather than offset and deduct a specified amount. The Grantee shall refund any overpayment to THC within thirty (30) calendar days after receipt of the notice of the overpayment from THC unless an alternate payment plan is specified by THC.

10. REQUIRED REPORTS; COOPERATION; NOTIFICATION OF CHANGES IN ORGANIZATION

The Grantee shall forward to THC the applicable reports on forms as specified by THC or as required under Attachment B. The Grantee shall ensure that it files each document or form required by THC in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that the Grantee is required to forward to THC shall be promptly forwarded. From time to time, THC may require additional information from the Grantee.

The Grantee shall cooperate fully with THC. In addition to the information contained in the required reports, other information may be required as requested by THC.

The Grantee shall submit, within ten (10) business days, notice to THC of any change of the following: Grantee's name; contact information; key personnel, officer, director, or partner; organizational structure; legal standing; or authority to do business in Texas. The Grantee shall promptly notify THC, preferably in advance, of a change in the Grantee's address or main telephone number. A change in the Grantee's name requires an amendment to the grant.

11. STANDARDS FOR FINANCIAL AND PROGRAMMATIC MANAGEMENT

The Grantee and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization. The Grantee and its governing body shall also implement policies and procedures to ensure the integrity of the fiscal and programmatic management of the organization.

Such fiscal and programmatic management shall include accountability for all funds and materials received from THC; compliance with THC rules, policies, and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or THC's monitoring processes. Ignorance of any grant provisions or other requirements referenced in this Contract or the HPF Grants Manual shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

The Grantee shall develop, implement, and maintain appropriate financial management and control systems, which include budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; timely and appropriate audits and resolution of any findings; and applicable annual financial statements.

12. CORRECTIVE ACTION PLAN

If THC finds deficiencies in Grantee's performance under this grant, THC, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan:

- Increase monitoring visits;
- Require additional or more detailed financial and/or programmatic reports be submitted;
- Require prior approval for expenditures;
- Require additional technical or management assistance and/or make modifications in business practices;
- Reduce the grant amount; and/or
- Terminate this grant.

The foregoing are not exclusive remedies, and THC may impose other requirements that THC determines will be in the best interest of the State.

13. OWNERSHIP OF PRODUCTS AND DELIVERABLES OF THIS CONTRACT

All material, concepts, and products including but not limited to all software, software tools, reports, plans, ordinances, standards, guidelines, indexes, surveys, tables, photographs, nominations, maps, forms, user-inputted data, records created or maintained in ay database repository, or other products (Deliverables) that are produced, developed, or conceived by the Grantee during or arising out of the Contract are, or shall become, the property of THC, and all rights, title, and interest, including all intellectual property rights to these products and Deliverables shall vest in , and shall be deemed to be works made for hire upon creation and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such product or Deliverable may not, by operation of law, vest in THC, or such work may not be considered a work made for hire, all rights, title, and interest therein, including all intellectual property rights, are hereby irrevocably assigned to THC, without further action or consideration. Upon termination or expiration of this Contract, all products and Deliverables including all documents, data (including databases), information, software, procedures, and everything created or gathered pursuant to this Contract shall be provided to THC upon request.

THC hereby grants, and Grantee accepts a non-exclusive, non-transferable, non-assignable, fully-paid, royalty-free, perpetual, worldwide, revocable right and license, to use, reproduce, copy, modify, distribute, publicly-perform, publicly-display, and create derivative works of the products and Deliverables for the purpose of performing under this Contract. Notwithstanding the foregoing, the Grantee shall have an unrestricted right to use any or all products so produced, developed, or conceived and any component of such intellectual property made the subject of this Contract, at no additional cost in any manner THC deems appropriate at its sole discretion.

The parties hereby acknowledge and agree that NPS is granted a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use:

1. The copyright in any work, products, or Deliverables developed under this Contract; and
2. Any rights of copyright to which Grantee purchases ownership during the performance of this Agreement or with funds received under this Agreement.

Pursuant to the stipulations in Attachment B, all final products and completion reports, if applicable (Attachment H) are to be supplied to THC before final reimbursement is made. All materials published, printed, or used for public distribution funded in whole or in part by this grant shall note the following on the materials:

> *This project was funded in part through a Certified Local Government Grant from the National Park Service, U.S. Department of the Interior, as administered by the Texas Historical Commission.*
>
> *The contents and opinions, however, do not necessarily reflect the views and policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior.*
>
> *This program receives Federal funds from the National Park Service. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Director, Equal Opportunity Program, U.S. Department of the Interior, National Park Service, P.O. Box 37127, Washington, D.C. 20013-7127.*

14. TERMINATION

Termination for Convenience. Either party may, at its sole discretion, terminate this Contract without recourse, liability, or penalty, upon a seven (7) calendar day notice to the other party. In the event that notice of termination is given, all work by the Grantee shall cease and no amount shall be paid by THC for work performed following the receipt of notice of termination by the Grantee. The Grantee shall be paid for all work performed prior to the notice of termination, and accepted by THC, in accordance with the terms of the Contract. Final invoices shall be submitted to THC no later than 30 days following the date of termination of this Contract.

Termination for Cause. In the event that the Grantee fails to perform or comply with an obligation of the terms, conditions, and provisions of this Contract of the HPF Grants Manual, THC may, upon written notice of the breach to the Grantee, immediately terminate this Contract.

Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law, or under this Contract.

15. APPLICABLE LAWS

This Contract shall be governed by and construed in accordance with the laws of the State of Texas and the rules and policies of THC. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Travis County, Texas. All projects funded under the CLG grant program must meet the Secretary of the Interior's Standards. The Standards can be accessed at the NPS website: https://www.nps.gov/subjects/historicpreservation/upload/standards-guidelines-archeology-historic-preservation.pdf.

16. AUDIT AND RECORDS RETENTION

The Grantee represents and warrants its compliance with the records retention requirements of 2 CFR § 200.333. The Grantee must maintain and retain all records relating to the performance of the grant including, but not limited to, administrative, financial, procurement, reporting, and any other grant-related records and supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by the Grantee for a period of **seven (7) years** following the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. This period begins on the date of receipt of the final reimbursement by the Grantee, or if applicable, after any issues have been resolved that may have arisen from any litigation, claim, negotiation, audit, open records request, or any other action involving these records.

THC reserves the right to direct the Grantee to retain documents for a longer period of time or transfer certain records to Commission custody when it is determined the records possess longer term retention value. The Grantee must include the substance of this clause in all subawards and subcontracts. The Grantee will provide full access to these records to THC as well as any authorized Federal, state, or independent auditors, to examine their contents and procedures to verify compliance with Federal and state regulations.

United States Code of Federal Regulations 2 CFR 200, Subpart F, requires that all non-Federal entities that expend $750,000 or more in federal awards from all sources during any fiscal year must undergo a Single Audit or program-specific audit for that year. This grant award is to be reported under Catalog of Federal Domestic Assistance (CFDA) #15.904, Historic Preservation Fund Grants, if applicable. Single Audits must be submitted electronically by the Grantee to the Federal Audit Clearinghouse along with a data collection form (Form SF-SAC) within 30 days after receipt of the auditor's report, or nine months after the end of the audit period, whichever is earlier. If you have questions regarding the submission or processing of your Single Audit package, contact the Federal Audit Clearinghouse at (800) 253-0696 or by email at govs.facs@census.gov.

The Grantee is responsible for covering the cost of any audits conducted.

In addition to the terms of this Contract, all federal laws and regulations governing grants are applicable, including the entirety of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. This CFR is effective for audit years beginning after December 26, 2014, and replaces all administrative requirements, cost principles, and audit requirements for grants to state and local governments under OMB Circulars A-50, A-87, A-102, and A-133.

17. CONTRACT NOT ENTITLEMENT OR RIGHT

Reimbursement with Contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions, and provisions of this Contract and the HPF Grants Manual. Parties agree that any act, action or representation by either party, their agents or employees that purports to increase the amount of the contract is void, unless a written amendment is first executed. The Grantee agrees that nothing in this Contract will be interpreted to create an obligation or liability of THC in excess of the funds delineated in this Contract.

18. FUNDING LIMITATION

Grantee agrees that nothing in this grant will be interpreted to create an obligation or liability of THC in excess of the funds delineated in this grant. The Grantee agrees that funding for this Contract is subject to the actual receipt by THC of grant funds (state and/or federal) appropriated to THC. The Grantee agrees that the grant funds, if any, received from THC are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of THC for the purpose of this Contract. **The Grantee agrees that notwithstanding any other provision of this Contract, if THC is not appropriated the funds or if THC does not receive the appropriated funds for the purpose of this grant program, or if the funds appropriated to THC for this grant program are required by the state or federal government to be reallocated, THC is not liable to pay the Grantee any remaining balance on this Contract.**

19. STATE AUDITOR

In addition to and without limitation on the other audit provisions of this Contract, pursuant to Texas Government Code § 2262.154, the State Auditor's Office may conduct an audit or investigation of the Grantee or any other entity or person receiving funds from the State directly under this Contract or indirectly through a subcontract under this Contract. The acceptance of funds by the Grantee or any other entity or person directly under this Contract or indirectly through a subcontract under this Contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, the Grantee or any other entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. The Grantee further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. The Grantee shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Grantee, and the requirement to cooperate, is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the Grantee related to this Contract.

20. FEDERAL AND STATE LAWS, RULES AND REGULATIONS, DIRECTIVES, GUIDELINES, OMBS AND OTHER RELEVANT AUTHORITIES

The Grantee agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, OMB circulars, or any other authorities relevant to the performance of the Grantee under this Contract.

21. STANDARD FEDERAL AND STATE GRANT CERTIFICATIONS

Child Support Obligation Affirmation. To the extent applicable, under Family Code § 231.006, the Grantee certifies that the individual or business entity named in this Contract is not ineligible to receive the specified grant and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate in addition to other remedies set out in Family Code § 231.006(f).

Compliance With Law, Rules, and Requirements. The Grantee represents and warrants that it will comply, and assure the compliance of all its subrecipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established, including but not limited to the Uniform Grant Management Act of 1981 (UGMA), Chapter 783, Texas Government Code, as amended. The Grantee also agrees to comply with the HPF Grants Manual (2007) and as updated, the Texas Grant Management Standards (TxGMS), as promulgated by the Texas Comptroller's Office. In addition, the Grantee represents and warrants that it will comply with all requirements imposed by THC concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to the Grantee, the more restrictive requirement applies.

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

Cybersecurity Training Programs. Grantee represents and warrants its compliance with Texas Government Code § 2054.591 relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If Grantee has access to any state computer system or database, Grantee shall complete cybersecurity training and verify completion of the training program to THC pursuant to and in accordance with Texas Government Code § 2054.5192.

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

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

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

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

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

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

Executive Head of a State Agency Affirmation. Under Texas Government Code § 669.003, relating to contracting with an executive head of a state agency, Grantee represents that no person who served as an executive of THC, in the past four (4) years, was involved with or has any interest in the contract or grant. If Grantee employs or has used the services of a former executive of THC, then Grantee shall provide the following information to THC: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with THC, and the date of employment with THC.

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

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

Limitations on Grants to Units of Local Government. Grantee acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:

- Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees;
- Texas Government Code §§ 556.004–.006; and
- Texas Government Code §§ 2113.012 and 2113.101.

Lobbying Expenditure Restriction. Grantee represents and warrants that THC's payments to Grantee and Grantee's receipt of appropriated or other funds under the Contract are not prohibited by Texas Government Code §§ 403.1067 or 556.0055, which restrict lobbying expenditures.

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

Political Polling Prohibition. The Grantee represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.

Public Camping Ban. The Grantee certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code § 364.003. If the Grantee is currently being sued under the provisions of Local Government Code § 364.003, or is sued under this section at any point during the duration of this grant, the Grantee must immediately disclose the lawsuit and its current posture to THC.

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

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

22.CONFLICTS OF INTEREST; DISCLOSURE OF CONFLICTS

The Grantee has not given or offered to give, nor does the Grantee intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of THC, at any time during the negotiation of this Contract or in connection with this Contract, except as allowed under relevant state or federal law. The Grantee represents and warrants its compliance with the Federal awarding agency's conflict of interest policies in accordance 2 CFR § 200.112. The Grantee represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, the Grantee represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176, Texas Local Government Code. The Grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. The Grantee will operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to its performance under this Contract. If circumstances change during the course of the Contract, including discovery of any existing or potential conflicts of interest relative to the Grantee's performance under this Contract, the Grantee must disclose and shall promptly notify THC, in writing, within fifteen (15) calendar days of discovery of the change or conflict.

23.NO WAIVER OF SOVEREIGN IMMUNITY

The parties expressly agree that no provision of this Contract is in any way intended to constitute a waiver by THC or the State of Texas of any immunities from suit or from liability that THC or the State of Texas may have by operation of law.

24. CONFIDENTIALITY AND PUBLIC INFORMATION ACT

Notwithstanding any provisions of this grant to the contrary, the Grantee understands that THC will comply with the Texas Public Information Act, Chapter 552, Texas Government Code, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Information, documentation and other material in connection with this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Texas Government Code § 2252.907, the Grantee is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible the public at no additional charge to the State. THC agrees to notify the Grantee in writing within a reasonable time from receipt of a request for information related to the Grantee's work under this grant. The Grantee will cooperate with THC in the production of documents responsive to the request.

The Grantee shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting THC's access to such records and other information.

25. COMPLIANCE WITH REGULATORY AND LICENSING BODIES

The Grantee agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this grant, and is currently in good standing with all regulatory agencies that regulate any or all aspects of the Grantee's business or operations. The Grantee agrees to remain in good standing with the Texas Secretary of State, the Texas Comptroller of Public Accounts and related federal governmental bodies related to the Grantee's right to conduct business in Texas. The Grantee agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinances or state or federal laws.

26. AMENDMENT

This grant shall not be modified or amended except in writing, signed by both parties, using the **Certified Local Government (CLG) Contract Amendment Form (Attachment E)**. Any properly executed amendment of this grant shall be binding upon the parties and presumed to be supported by adequate consideration.

27. ENTIRE AGREEMENT, INCLUDING ALL EXHIBITS

This grant, including all exhibits, reflect the entire agreement between the parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings, or agreements between the parties related to such subject matter. By executing this Contract, the Grantee agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

28. DISPUTE RESOLUTION

The dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used by the parties to resolve any dispute arising under this Contract.

29. NOTICES

Any notices and/or documents required hereunder shall be deemed to have been duly provided if in writing and delivered personally or by pre-paid guaranteed overnight delivery service, or sent postage prepaid by United States certified mail, return receipt requested. Any such notice shall be effective on the date of delivery if delivered personally, on the next business day following delivery to the guaranteed overnight delivery service if the notice was so delivered and the charges were prepaid, or on the date the recipient signed for the notice if sent by certified mail.

Notices shall be addressed as follows, or at such other address as any party hereto shall notify the other of in writing:

If to THC:
Texas Historical Commission
P.O. Box 12276
Austin, TX 78711

If to Participant:
City of Tyler
423 West Ferguson Street
Tyler, TX 75702

30. ATTACHMENTS

The following documents are included in and shall be a part of this Contract for all purposes:

☐ Attachment A: Project Notification

☒ Attachment B: Expected Products of Survey/Inventory Projects

☒ Attachment C: 36 CFR 61, Professional Qualifications Standards

☒ Attachment D: DI Form 1350, Civil Rights Assurance

☒ Attachment D.1: Assurances for Consultants, Subrecipients or Subcontractors

☒ Attachment E: Certified Local Government (CLG) Contract Amendment Form

☒ Attachment F: Reimbursement Request Procedures

☐ Attachment G: Grant of Easement

☒ Attachment H: Completion Report

☐ Attachment I: Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity

☐ Attachment I.1: Equal Opportunity Clause for Construction Projects

☐ Attachment J: Standard Federal Equal Employment Opportunity Construction Contract Specification

☐ Attachment K: Equal Employment Opportunity Clause

☐ Attachment L: Certification of Non-Segregated Facilities

☒ Attachment M: Estimated Project Budget

☒ Attachment N: Subcontracts

This Contract is the entire agreement between the parties. Any changes, deletions, extensions, or amendments to this Contract shall be in writing and signed by both parties to the contract. Any other attempted changes, including oral modifications, written notices that have not been signed by both parties, or other modifications of any type, shall be invalid. In some cases, adjustment of the contractual requirements may be necessary pursuant to recommendations by the Certified Local Government Program, Texas Historical Commission, with the approval of the U.S. Department of the Interior.

The following parties accept the terms of this Contract. Persons signing are expressly authorized to obligate the parties to the terms of this Contract.

TEXAS HISTORICAL COMMISSION:

Bradford Patterson,
Deputy Executive Director for Preservation Programs

Date

GRANTEE:

Name and Title

Date

THIRD PARTY DESIGNEE: (IF APPLICABLE)

Signature

Typed Name & Title of Delegated Third Party

Date

ATTACHMENT B

EXPECTED PRODUCTS of HISTORIC RESOURCES SURVEY and INVENTORY PROJECTS
CITY OF TYLER/HISTORIC RESOURCES SURVEY

Contract No. 808-25-R251699

Historic resources surveys are a process of identifying and gathering data on a community's historic resources. In as comprehensive a manner as possible, a survey documents all potentially historic buildings, objects, structures, sites and districts within a given geographical boundary. Surveys assign high, medium or low priority rankings to these resources as well as assess eligibility for inclusion in the National Register of Historic Places. Such resources are of significance in American history, architecture, archeology and culture, and generally are more than 50 years of age.

The Grantee ***must designate*** **a Survey Project Manager who meets the Professional Qualifications Standards** as outlined in 36 CFR 61 (Attachment C). The **Survey Project Manager's resume** ***must be provided*** to the Texas Historical Commission (THC) prior to commencing work. The **Survey Project Manager** ***must contact*** **the THC's Certified Local Government (CLG) and Historic Resources Survey staff** prior to commencing work. The Survey Project Manager should be prepared to specify who will be providing the survey fieldwork labor (i.e. a professional consulting firm, in-house such as qualified city or county staff, or volunteers such as university students or a local organization).

THC Contacts

Historic Resources Survey Coordinator	CLG Coordinator
Leslie Wolfenden	Kelly Little
leslie.wolfenden@thc.texas.gov	kelly.little@thc.texas.gov
512-463-3386	512-463-7812

Project Milestones

The due dates for project milestones are listed below. Each deliverable must meet the requirements detailed in the Final Deliverables section on the following page.

☐ **Research Design due by February 28, 2026**

☐ **Draft Historic Resources Survey Report due by April 30, 2027**

☐ **Final Historic Resources Survey Report due by September 30, 2027**

Due Dates to THC

☐ August 31, 2025	Quarterly Report due
☐ December 31, 2025	Quarterly Report due
☐ February 28, 2026	**Research Design Report due**
☐ April 30, 2026	Quarterly Report due
☐ August 31, 2026	Quarterly Report due
☐ December 31, 2026	Quarterly Report due
☐ April 30, 2027	**Draft Historic Resources Survey Report due** Quarterly Report due
☐ August 31, 2027	Quarterly Report due
☐ September 30, 2027	Project completion date: **Final Historic Resources Survey Report due**

Final Deliverables

The final deliverables consist of the following:

☐ **One (1) bound hard copy for THC.** The hard copy should be printed on 8½ x 11" and 11 x 17" paper. Do not use 8½ x 14" legal-sized paper. **For binding, use 3-hole punch binder; do not use spiral or comb bindings.**

☐ **One (1) electronic copy on thumb drive or via a secure file-sharing service.** The electronic copy should include the Historic Resources Survey Report and all photographic documentation, maps, etc. The survey data shall also be submitted in Microsoft Access, Microsoft Excel, or GIS-based format. This allows THC to upload the survey data into the THC Online Atlas database.

Each CLG survey grant recipient is sent a THC Historic Resources Survey Packet via THC's OneDrive file-sharing service that includes a THC Access database for survey purposes. While it is not required to use this Access database, the survey data should include the same information. The full range of products for a historic resources survey includes the following:

- A **Research Design Report** is written to establish knowledge of the area's historical development and to list known existing historical resources such as National Register of Historic Places and districts, Recorded Texas Historic Landmarks, State Antiquities Landmarks, Official Texas Historical Markers, and local landmarks and districts, and to provide a map of the area to be surveyed. This report sets up periods of significance and areas of significance, so surveyors know how to assess the resources while doing fieldwork.
- A **Draft and Final Historic Resources Survey Report** should include the survey's purpose and methodology, a historic context (pulled from the Research Design and updated), survey results, and survey recommendations. Survey results should discuss analysis, implications and recommendations for local, state and federal historical designation and other appropriate preservation methods. This report must be in conformance with the *U.S. Secretary of the Interior's Guidelines for Identification*.
- A **Historic Resources Survey Form** must be provided for **each surveyed resource** in the survey area. It is preferred that the THC survey database form (Microsoft Access format preferred) is used, but an equivalent format is acceptable.
- An **Inventory Table** must be provided for all surveyed resources in the survey area. This should include basic information about each resource: thumbnail image, address, historic and current name, historic and current function, construction date, existing designations, National Register of Historic Places eligibility, and Priority rating at a minimum.
- **Photo documentation** for all surveyed resources must be provided. Color digital images should be saved as uncompressed TIF or JPG files. Do not alter images (other than naming files). The size of each image must be at least 1200 x 1600 pixels at 300 ppi (pixels per inch) or larger (2000 x 3000 preferred). It is recommended that digital images be saved in 8-bit (or larger) color format. Proper identification of each view must be provided with all photo documentation, utilizing the standard 2-letter Texas county abbreviations recognized by TARL (see the THC Photo Labeling Protocol). Example: The first image for 103 East Marshall Street in Pittsburg, Camp County would be: TX-CP-Pittsburg-Marshall-St-E-103-01.tif. In addition, a second set of digital images of representative streetscape views is encouraged.
- **Detailed Maps** must identify the location of all surveyed resources with their site numbers. Maps developed using GIS data are strongly encouraged, but not required.

The Survey Project Manager is responsible for reviewing all survey work before submission to THC. Reports and other documentation require proper citations and may not be plagiarized. All the above-mentioned products become the property of THC upon completion of the grant project. Survey and inventory projects may be modified, but should be discussed with and approved by THC staff prior to modification. Attachment E must be submitted with all contract amendments, including modifications to the deliverables described here.

ATTACHMENT C

PROFESSIONAL QUALIFICATION STANDARDS
CITY OF TYLER/HISTORIC RESOURCES SURVEY

Contract No. 808-25-R251699

To ensure that appropriate historical, architectural, archeological, and cultural properties are identified for public benefit through grant-in-aid assistance, the following professional standards for historical, architectural, and archeological documentation have been established by the National Park Service (NPS). Persons supervising grant projects must be professionally qualified in accordance with 36 CFR 61 as follows. In the following definitions, a year of full-time professional experience need not consist of a continuous year of full-time work but may be made up of discontinuous periods of full-time or part-time work adding up to the equivalent of a year of full-time experience.

History. The minimum professional qualifications in history are a graduate degree in history or closely related field; or a bachelor's degree in history or closely related field plus one of the following:

1. At least two years of full-time experience in research, writing, teaching, interpretation, or other demonstrable professional activity with an academic institution, historical organization or agency, museum, or other professional institution; or
2. Substantial contribution through research and publication to the scholarly knowledge body in the history field.

Archeology. The minimum professional qualifications in archeology are a graduate degree in archeology, anthropology, or closely related field plus:

1. At least one year of full-time professional experience or equivalent specialized training in archeological research, administration, or management;
2. At least four months of supervised field and analytic experience in general North American archeology; and
3. Demonstrated ability to carry research to completion.

In addition to these minimum qualifications, a professional in prehistoric archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the prehistoric period. A professional in historic archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the historic period.

Architectural History. The minimum professional qualifications in architectural history are a graduate degree in architectural history, art history, historic preservation, or closely related field, with course work in American architectural history; or a bachelor's degree in architectural history, art history, historic preservation, or closely related field plus one of the following:

1. At least two years of full-time experience in research, writing, or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum, or other professional institution; or
2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of American architectural history.

Architecture. The minimum professional qualifications in architecture are a professional degree in architecture plus at least two years of full-time professional experience in architecture; or a state license to practice architecture.

Historic Architecture. The minimum professional qualifications in historic architecture are a professional degree in architecture or State license to practice architecture, plus one of the following:

1. At least one year of graduate study in architectural preservation, American architectural history, preservation planning, or closely related field; or
2. At least one year of full-time professional experience on historic preservation projects.

Such graduate study or experience shall include detailed investigations of historic structures, preparation of historic structures research reports, and preparation of plans and specifications for preservation projects.

ATTACHMENT D

U.S. DEPARTMENT of the INTERIOR CIVIL RIGHTS ASSURANCE
CITY OF TYLER/HISTORIC RESOURCES SURVEY

Contract No. 808-25-R251699

As the authorized representative of the applicant, I certify that the applicant agrees that, as a condition to receiving any Federal financial assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include but are not limited to: (a) Title VI of Civil Rights Act of 1964 (42 U.S.C. § 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 794 et seq.), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applicants for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and sub-recipients and the person whose signature appears below who is authorized to sign this assurance on behalf of the Applicant.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT/ORGANIZATION	DATE SUBMITTED
APPLICANT/ORGANIZATION MAILING ADDRESS	BUREAU OF OFFICE EXTENDING ASSISTANCE

ATTACHMENT D.1

ASSURANCES for CONSULTANTS, SUBRECIPIENTS, or SUBCONTRACTORS CITY OF TYLER/HISTORIC RESOURCES SURVEY

Contract No. 808-25-R251699

Child Support Obligation. Under Family Code § 231.006, the consultant, subrecipient, or subcontractor certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

Discrimination Prohibited. The consultant, subrecipient, or subcontractor will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Department of the Interior Regulations (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the consultant, subrecipient or subcontractor receives financial assistance from Department of the Interior, National Park Service (NPS), and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

This Assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property discounts, or other federal financial assistance extended after the date hereof to the consultant, subrecipient or subcontractor, including installment payments after such date on account of arrangements for federal financial assistance which were approved before such date. The consultant, subrecipient or subcontractor recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the consultant, subrecipient or subcontractor, its successors, transferees, and assignees, and the person or persons whose signature appear below are authorized to sign this assurance on behalf of the consultant, subrecipient or subcontractor.

DI 1350 Addendum. The consultant, subrecipient or subcontractor agrees to comply with the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975 and all requirements imposed by or pursuant to these titles, to the end that, no person in the United States shall, on the grounds of age or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the consultant, subrecipient or subcontractor receives financial assistance from NPS, and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

18 USC § 1913. No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, will be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member of Congress, thorough the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

Whoever, being an officer or employee of the United States or of any department or agency thereof, violates or attempts to violate this section, shall be fined not more than $500 or imprisoned not more than one year, or both; and after notice and hearing by the superior officer vested with the power of removing him, shall be removed from office or employment. (June 25, 1948, Ch. 645, 62 Stat. 792.)

DI 1954. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. Lower Tier Cover Transactions. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR § 12.5.10, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations are included in the proposal package. For further assistance in obtaining a copy of the regulations, contact the U.S. Department of the Interior, Acquisition and Assistance Division, Office of Acquisition and Property Management, 18th and C streets, N.W., Washington, D.C. 20240.

1. The prospective lower tier participant certified, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Records Retention. The consultant, subrecipient or subcontractor represents and warrants its compliance with the records retention requirements of 2 CFR § 200.333. The consultant, subrecipient or subcontractor shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by the consultant, subrecipient or subcontractor for a period of seven (7) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. The Commission reserves the right to direct a consultant, subrecipient or subcontractor to retain documents for a longer period of time or transfer certain records to Commission custody when it is determined the records possess longer term retention value. The consultant, subrecipient or subcontractor must include the substance of this clause in all subcontracts.

State Auditor's Right to Audit. Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under any contract or indirectly through a subcontract under the contract. The acceptance of funds by the consultant, subrecipient or subcontractor, or any other entity or person directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the consultant, subcontractor, or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. The consultant, subrecipient or subcontractor shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

_____ _____

Consultant/Subcontractor Date

ATTACHMENT E

CERTIFIED LOCAL GOVERNMENT (CLG) CONTRACT AMENDMENT FORM CITY OF TYLER/HISTORIC RESOURCES SURVEY

Contract No. 808-25-R251699

1. Amendment to CLG Grant Contract Number:
2. Project Title:
3. Grantee:
   - Contact:
   - Address:
   - Phone:
4. Amendment Type (please select one below):

☐ Contract Terms and Conditions

☐ Matching Share – must include revised Budget Summary

☐ Budget – must include revised Budget Summary

☐ Scope – must include revised Project Description

☐ 30 Day No Cost Extension* – must include explanation

Note: Contract Amendment will not be effective until approved in writing by the Texas Historical Commission.

TEXAS HISTORICAL COMMISSION:

Bradford Patterson,
Deputy Executive Director for Preservation Programs

Date

GRANTEE:

Typed Name and Title

Date

THIRD PARTY DESIGNEE: (IF APPLICABLE)

Signature

Typed Name & Title of Delegated Third Party

Date

* 30 Day No Cost Extension does not extend September 30 deadline for expending CLG funds. Regardless of extension all CLG funds must be expended by September 30 and reimbursements submitted to the THC no later than October 31.

ATTACHMENT F

REIMBURSEMENT REQUEST PROCEDURES
CITY OF TYLER/HISTORIC RESOURCES SURVEY

Contract No. 808-25-R251699

The required reimbursement request procedures and format are found in this attachment. Requests must be received by Texas Historical Commission (THC) **no later than October 31, 2027,** by email or a secure file-sharing service. Certified Local Governments (CLGs) working on multiple grants must submit a separate request for each project. Requests for payment shall be accompanied by the complete documentation listed below, including receipts for all expenses and all products identified in the approved grant application and contract.

- ☐ 1. **Signed Billing Statement** from the local government to the THC with federal tax identification number. (See attached template.)
- ☐ 2. **Copies of vendors' invoices** showing evidence that:
  a. Invoices are in the name of the Grantee,
  b. Service dates are within the project period,
  c. Purchase price is compatible with the estimated budget cost, and
  d. Purchases are relevant to the project's scope.
- ☐ 3. **Copies of receipts** or properly endorsed cancelled (deposited) checks (*front and back*).
- ☐ 4. **Evidence of any approved extensions** and/or amendments to Grantee subcontracts.
- ☐ 5. **Evidence that invoices were properly approved** for payment including:
  a. Evidence that discounts and other credits were deducted, and
  b. Evidence that merchandise/services were received.
- ☐ 6. **Copies of daily time records** for both volunteers and staff (including supervisor's verification) if using a full or partial in-kind match.
- ☐ 7. **Evidence of employees' rates of pay**, and verification that no other federal funds were used for this purpose if using a full or partial in-kind match.
- ☐ 8. **Evidence that work was accomplished in accordance with the terms of the grant agreement** (i.e., final project completion report or products).
- ☐ 9. **Comparison schedule** showing proposed costs versus actual costs. (See attached template in the CLG Grant Billing Statement.)

Refer to Chapter 13 of the HPF Grants Manual for all allowable and unallowable costs: (https://www.nps.gov/orgs/1623/upload/HPF-GrantsManual_2011-508.pdf). Food and drink is not an allowable cost under THC policy, with the exception of per diem (cost of meals) for traveling employees/volunteers. **Only work completed by the September 30, 2027, deadline will be reimbursed.** 25% of the total grant award will be retained by THC until final deliverables have been received. Non-federal (or match share) expenditures should be documented in the same method as federal expenditures.

Payment Schedule

Reimbursement payments to the Grantee are subject to receipt of Federal funds from the National Park Service (NPS). Reimbursement requests can be sent to THC as costs are incurred and work is completed, but not more frequently than monthly. The final payment will be made after an acceptable final product, final report, and final billing have been received and approved by THC.

Description of Acceptable Documentation

Timesheets. Each employee or volunteer engaged in activities to be claimed against the grant must submit a timesheet signed by the employee/volunteer and the supervisor. Such records must show the actual hours worked, date(s) worked, and the specific duties performed. The records should also indicate the basis for determining the rate of the employee or volunteer's contributions. Employees can claim their regular hourly wage. Timesheets must certify that no other federal funds were used to pay salaries and that their salaries were not used as a match for other federal grants.

Volunteers must claim a reasonable wage rate that is comparable to the current market value of the work being performed. Independent Sector provides a current estimated national value of volunteer time that can be used as a guide if necessary. It can be found here: https://independentsector.org/resource/value-of-volunteer-time/. A sample volunteer timesheet can be found with the template forms attached.

Professionals may claim their standard professional wage if volunteering professional services. In any case, hourly wages may not exceed the maximum rate of $96.61/hour.

Travel. The sample forms attached include a travel record that should be used for employees or volunteers who must travel for grant-related work. This identifies traveler, date(s) of travel, mileage, lodging, per diem (cost of meals), airfare, parking, and other miscellaneous travel expenses. Receipts for all expenses are required. See the maximum allowable travel rates below.

Allowable Travel Rates.

THC will reimburse a participant traveling for purposes of the program when identified in the grant application. Since travel allowances may vary among federal, state, or local organizations, a traveler will be reimbursed at the lowest allowed amount. Check with a representative of your local government to verify local rates. Receipts for all expenses must accompany reimbursement requests.

- **Lodging**: $107/night*
- **Mileage**: $0.70/mile for Personal Vehicle Use (As of 1/1/2025)
- **Per Diem**: $59/day*

Forms and Templates

The following are versions of timesheets, travel records, and donated materials forms. Although it is not necessary to use these specific forms, it is necessary to record the name of the laborer, name of supervisor, date(s) of work/travel/donation(s), and value of time/donation(s) on any form used. If desired, THC staff will review any proposed format to ensure compliance with these requirements.

*Lodging and meal rates may vary upon location. To check the current rates for your project's location, please visit the U.S. General Services Administration website at https://www.gsa.gov/travel/plan-book/per-diem-rates

TEXAS HISTORICAL COMMISSION

FY 2025 TEXAS CERTIFIED LOCAL GOVERNMENT (CLG) GRANT PROGRAM
CFDA NO.: 15.904
FEDERAL AGENCY: NATIONAL PARK SERVICE

CLG GRANT BILLING STATEMENT

[Insert Date]

TO: Texas Historical Commission, Attention: CLG Grants
clg@thc.texas.gov
FROM: [Name & Address of Certified Local Government]
TAX IDENTIFICATION NUMBER: [Insert Number]
RE: CLG Billing

Enclosed is documentation to support a billing for $[insert amount] to cover work done under the grant contract number TX-25-[XXX] for [insert name of project]. I certify no other Federal funds were used for either the match or actual expenditures incurred during the execution of this project.

Please send the above amount to:
[Insert name & address of Grantee and/or department to receive funds]

	PROPOSED		ACTUAL	
	Federal	Match	Federal	Match
[Insert Activity]				
[Insert Activity]				
[Insert Activity]				

Sincerely,

_____

[Insert Name]
[Insert Title/Office]

Enclosures (include as appropriate):

- [timesheets]
- [receipts]
- [cancelled checks or copies of bank statements]
- [copies of final products]

TEXAS HISTORICAL COMMISSION

FY 2025 TEXAS CERTIFIED LOCAL GOVERNMENT (CLG) GRANT PROGRAM
CFDA NO.: 15.904
FEDERAL AGENCY: NATIONAL PARK SERVICE

EMPLOYEE TIME RECORD

Grantee: _____
Grant Contract: TX-25-____
Employee Name: _____ Title: _____

Double-click on table to open.

Date(s) or Date Range	Description of Grant Activities Performed	No. of Hours Worked	Hourly Rate ($/Hr.)	Value of Time ($)
			$ -	$ -
			$ -	$ -
			$ -	$ -

PROJECT OR ACTIVITY EXPENSES

Date	Project/Activity	Item (attach receipt)	Amount

MILEAGE RECORD

Date	Project/Activity	Odometer Start	Odometer Finish	Total Miles x $0.70

Attach additional rows or pages as necessary.

I certify that the work donated towards the completion of this project was not used as match for any other project and that it was completed during the grant period.

Employee Date

Supervisor Date

TEXAS HISTORICAL COMMISSION

FY 2025 TEXAS CERTIFIED LOCAL GOVERNMENT (CLG) GRANT PROGRAM
CFDA NO.: 15.904
FEDERAL AGENCY: NATIONAL PARK SERVICE

TRAVEL RECORD

Name: _____
Purpose: _____

DATE AND TIME OF DEPARTURE	ORIGIN/ DESTINATION	PER DIEM	LODGING	OTHER (IDENTIFY)	TRANSPORTATION (RENTAL, CAB, etc.)
Totals:					

Mileage: _____ miles X $0.70/mile = _____

Total Amount for Travel: _____

_____ _____
Traveler Date

_____ _____
Supervisor Date

Enclosures: receipts

TEXAS HISTORICAL COMMISSION

FY 2025 TEXAS CERTIFIED LOCAL GOVERNMENT (CLG) GRANT PROGRAM
CFDA NO.: 15.904
FEDERAL AGENCY: NATIONAL PARK SERVICE

DONATED LABOR (VOLUNTEER) TIMESHEET

Grantee: _____
Grant Contract: TX-25-____
Volunteer Name: _____
Type of Work Performed: _____

A person donating time to a project will be paid at minimum wage unless professionally skilled in the work being performed on the project (photographer taking pictures or data entry done by skilled person). When this is the case, the wage rate the individual is normally paid for performing this service may be charged to the project.

Double-click on table to open.

Date(s) or Date Range	Description of Grant Activities Performed	No. of Hours Worked	Hourly Rate ($/Hr.)	Value of Time ($)
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			Total Value of Time:	**$ -**

I certify that the work donated towards the completion of this project was not used as match for any other project and was completed during the grant period.

_____ _____
Signature of Volunteer Date

_____ _____
Signature of Supervisor Date

TEXAS HISTORICAL COMMISSION

FY 2025 TEXAS CERTIFIED LOCAL GOVERNMENT (CLG) GRANT PROGRAM
CFDA NO.: 15.904
FEDERAL AGENCY: NATIONAL PARK SERVICE

DONATED MATERIAL AND EQUIPMENT

_____
Project Name

_____
Donor

Description of Material/Equipment Donated	Date of Donation	Fair Value	Basis of Value
Total Value of Donation:			

_____ _____
Signature of Donor Date

_____ _____
Project Supervisor Date

ATTACHMENT H

COMPLETION REPORT
CITY OF TYLER/HISTORIC RESOURCES SURVEY

Contract No. 808-25-R251699

TEXAS CERTIFIED LOCAL GOVERNMENT (CLG) GRANT COMPLETION REPORT Year

PART 1. PROJECT INFORMATION

Project Name			
City		State	
Project Number			

PART 2. PROPERTY AND GRANT RECIPIENT INFORMATION

A. Official Project Title					
Street					
City		State		Zip Code	
Grant Recipient					
Street					
City		State		Zip Code	

PART 3. FISCAL YEAR

A. Final work-cost breakdown:

	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
TOTAL	$	
CLG Grant Monies Expended $		
Entity	Revenue Expended $	

B. List by donor, source, kind, and amount for each of the other funding sources:			
Donor		Donor	
Source		Source	
Kind		Kind	
Amount		Amount	

PART 4. CASE-STUDY NARRATIVE

PART 5. MATERIALS INDEX

Index Number	View	Date Taken

PART 6. ACKNOWLEDGMENT

All materials generated for public use under this grant include the following statement:

This project was funded in part through a Certified Local Government Grant from the National Park Service, U. S. Department of the Interior, as administered by the Texas Historical Commission.

The contents and opinions, however, do not necessarily reflect the views and policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior.

This program receives Federal funds from the National Park Service. Regulations of the U. S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age, or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to:

Director, Equal Opportunity Program, U. S. Department of the Interior, National Park Service, P. O. Box 37127, Washington, DC 20013-7127.

Signature: Date:

ATTACHMENT M

ESTIMATED PROJECT BUDGET
CITY OF TYLER / TYLER HISTORIC RESOURCES SURVEY

Contract No. 808-25-R251699

GRANT RECIPIENT	City of Tyler	**TOTAL PROJECT COST**	$75,000
GRANT NUMBER:	CLG-TX-25-005	**FEDERAL SHARE:**	$37,500
PROJECT TITLE:	Tyler Historic Resources Survey	**NONFEDERAL SHARE:**	$37,500

PROJECT ACTIVITY	FEDERAL SHARE	CASH MATCH	IN-KIND MATCH	TOTAL
Professional services including pre-field research, research design, public engagement, survey field work, and materials preparation associated with completion of a historic resources survey	$37,500.00	$37,500.00	$0	$75,000.00
TOTALS	**$37,500.00**	**$37,500.00**	**$0**	**$75,000.00**

ATTACHMENT N

SUBCONTRACTS
CITY OF TYLER/HISTORIC RESOURCES SURVEY

Contract No. 808-25-R251699

If the Grantee is not doing the work itself, it must execute a contract with a subcontractor. All subcontracted services and products must be procured according to federal procurement standards set forth in Chapter 17 of the Historic Preservation Fund (HPF) Grants Manual and 2 CFR §§ 200.317-200.326.

The Texas Historical Commission (THC) will verify that federal procurement standards have been met and will issue a *Notice to Proceed* letter to the Grantee once the following have been completed:

- Approval of the Grantee's Request for Proposal (RFP), if applicable
- Approval of the executed contract between the Grantee and subcontractor
- Attachment D.1 receipt: Assurances for Consultants, Subrecipients, or Subcontractors signed by subcontractor
- Receipt of the Procurement Method Checklist (see below)

Procurement Method Checklist

☐ Subcontractors meet the Standards for Professional Qualifications (Attachment C).

☐ Subcontractors have signed the Assurances for Consultants and Subcontractors (Attachment D.1).

☐ Copies of all contracts between the Grantee and any subcontractors have been sent to THC.

☐ Grantee understands that subcontractors must be employed in a way that encourages competition to the maximum extent possible.

☐ Grantee understands that it must retain copies of RFPs, solicitations for price quotes, lists of who they were sent to, lists of responders (bidders), price quotes, and justification for selections as documentation that the method for selecting a subcontractor was in accordance with Federal procurement requirements.

☐ Grantee understands that it shall use its own procurement procedures which reflect applicable state and local laws and regulations, provided that procurements conform to the standards set forth in the HPF Grants Manual and Federal laws.

Method of Procurement (please select the procurement method used by the Grantee):

		Yes	No
☐	1. Small Purchase (acceptable for purchases under $250,000)		
	a. Solicitation for price quotes was approved by THC.	☐	☐
	b. Price quotes were obtained from an adequate number of qualified sources.	☐	☐
☐	2. Competitive Sealed Bids	**Yes**	**No**
	a. Request for Proposals (RFP) was approved by THC.	☐	☐
	b. RFP was formally advertised.	☐	☐
	c. Sufficient time was given prior to date set for bid opening (~20-30 days).	☐	☐
	d. Bids were solicited from an adequate number of known suppliers	☐	☐

		Yes	No
☐	3. Competitive Negotiation		
	a. Request for Proposals (RFP) was approved by THC.	☐	☐
	b. Proposals were solicited from an adequate number of known suppliers	☐	☐
	c. RFP was publicized.	☐	☐
☐	4. Noncompetitive Negotiation (select the applicable circumstance and provide a detailed explanation justifying the Grantee's procurement method)	**Yes**	**No**
	a. The item is available only from a single source;	☐	☐
	b. Public exigency or emergency;	☐	☐
	c. THC and National Park Service (NPS) authorized, in writing, noncompetitive negotiation because of compelling special circumstances; or,	☐	☐
	d. After solicitation of a number of sources, competition was determined inadequate.	☐	☐

PROJECT MANAGER CERTIFICATION:

_____

Signature

_____

Typed Name and Title

_____

Date

ORDINANCE NO. O-2025-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AFFIRMING THE FILING FOR, AND AUTHORIZING ACCEPTANCE OF, TEXAS HISTORICAL COMMISSION CERTIFIED LOCAL GOVERNMENT GRANT NO. TX-25-005, TOTALING $37,500.00, FOR THE PURPOSE OF FUNDING A HISTORIC RESOURCES SURVEY; AUTHORIZING THE CITY'S LOCAL MATCH IN THE AMOUNT OF $37,500.00; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the City Council finds that the recognition and preservation of historic landmarks is in the public interest and serves to promote the welfare of the community; and

WHEREAS, the City of Tyler has been a member of the Texas Historical Commission Certified Local Governments program since 1994; and

WHEREAS, Certified Local Governments are responsible for establishing and supporting a local preservation program; and

WHEREAS, the City of Tyler has been awarded a Certified Local Government CLG grant in the amount of $37,500.00 to fund a Historic Resources Survey; and

WHEREAS, the awarded grant will pay 50 percent of all eligible expenses related to the Historic Resources Survey; and

WHEREAS, it is considered to be in the public interest to obtain and use grant funds for the above public purposes;

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

PART 1: That the Certified Local Government Grant Number TX-25-005 offering $37,500.00 for funding a Historc Resources Survey including all understandings and assurances contained therein, is hereby approved.

PART 2: That the City Manager's filing of the grant application, and all actions taken in connection therewith, are hereby affirmed.

PART 3: That the City Council hereby resolves and affirms to the Texas Historical Commission that the City of Tyler has legal authority to apply for the grant and to finance and carry out the proposed project.

PART 4: That the City Council hereby resolves and affirms to the Texas Historical Commission the City of Tyler's intent to comply with all of the assurances set forth in the grant agreement and all laws, regulations, and circulars incorporated by reference in the grant agreement, hereto attached as Exhibit "A".

PART 5: That the City Manager is hereby authorized and directed to accept the grant for TX-25-005.

PART 6: That the City's local match in the amount of $37,500.00 is hereby approved.

PART 7: That the City Manager and City Staff are hereby authorized and directed to take all actions necessary in order to accept and use the grant to fulfill the public purposes described above.

PART 8: That the City Manager and City Staff are hereby authorized and directed to provide such additional information as may be required by the Texas Historical Commission.

PART 9: That the following line item accounts as approved in the budget for fiscal year 2024-2025 shall be amended to read as follows:

Fund	Grant	ACCOUNT NUMBER	BEGINNING BALANCE	REQUESTED CHANGE	ENDING BALANCE
Development Services	CLG Grant	202-0000-371-6268	$0	$37,500	$37,500
Development Services	CLG Grant	202-0505-461-0576	$0	$37,500	$37,500

PART 10: That this ordinance shall take effect immediately upon its adoption.

PASSED AND APPROVED on this the 10th day of December, 2025.

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

ATTEST:

_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM, CITY ATTORNEY

ORDINANCE NO. O-2023-
EXHIBIT "A"

TEXAS HISTORICAL COMMISSION
REAL PLACES TELLING REAL STORIES

THC GRANT CONTRACT
PO Box 12276, Austin, Texas 78711

TEXAS HISTORICAL COMMISSION
THC Contract No. 808-25-R251699

FISCAL YEAR 2025 CERTIFIED LOCAL GOVERNMENT (CLG) GRANT
CFDA: 15.904
FEDERAL AGENCY: NATIONAL PARK SERVICE (NPS)

GRANT CONTRACT
CLG-TX-25-005

1. PARTIES

The parties of this contract (Contract) are the Texas Historical Commission (THC), an agency of the State of Texas; and the **City of Tyler** (Grantee).

2. PURPOSE

This Contract is entered into pursuant to a grant made to THC for grant year **2025** by the U.S. Department of the Interior, National Park Service (NPS), under the provisions of the National Historic Preservation Act of 1966, P.L. 89-665 (as codified and amended at 54 U.S.C. §§ 300101 et seq.) and pursuant to the terms and conditions of the Historic Preservation Fund (HPF) Grants Manual, 2007. This grant is made for the purpose of funding a project or projects to be undertaken by Grantee as a participant in the Certified Local Government (CLG) program.

3. SERVICES TO BE PROVIDED

The following services are to be provided within the Contract period on a schedule to be agreed upon by the parties to this Contract. However, the services designated with specific deadlines must comply with those deadlines.

Products developed under this agreement must conform to the requirements of THC and the Project Proposal, as stipulated in the Expected Products of Historic Resources Survey and Inventory Projects (Attachment B). Grantee will conduct a historic resources survey of Tyler, Texas, as described in the grant application.

Project personnel employed by the Grantee shall meet the **Standards for Professional Qualifications** as outlined in **36 CFR 61 (Attachment C),** as appropriate to the scope of the project, and be employed by competitive procurement. All subcontracted services and products must be procured according to Federal procurement standards set forth in Chapter 17 of the HPF Grants Manual, 2 CFR §§ 200.317- 326, 43 CFR §§ 12.940-12.948, and 43 CFR § 12.76 (See **Attachment N**). Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in federally-assisted programs on the basis of race, color, and/or national origin. Therefore, the Grantee must sign the **U.S. Department of the Interior Civil Rights Assurance (Attachment D)** and return the signed form to THC with this Contract. Similarly, all consultants, subcontractors, and subrecipients retained by the Grantee must sign the **Assurances for Consultants, Subrecipients or Subcontractors (Attachment D.1)**. In all cases the person(s) employed by the Grantee to complete the work specified in this Contract must meet with the approval of THC. The professional staff hired must also contact THC's CLG staff prior to commencing work.

4. AMOUNT OF THE CONTRACT

The total amount of this Contract shall not exceed **$37,500.** THC shall reimburse the Grantee exclusively from U.S. Department of the Interior grant-in-aid funds for historic preservation (CLG), and this Contract is subject to the availability of those funds.

5. PERIOD

This Contract shall commence on the date it is executed by both parties and shall terminate on **December 31, 2027**. It is further agreed that all work associated with this project shall be completed by **September 30, 2027**, and all materials stipulated in Attachments A and B and all reimbursement requests shall be submitted to THC by **October 31, 2027**.

An extension for completing products stipulated in Attachment B may be granted by THC upon review and approval of a written extension request by the Grantee, provided that a draft of the grant product(s) has been previously reviewed and approved. The final product(s) must be received by THC no later than **December 31, 2027**. All expenses incurred by the Grantee associated with work completed after **September 30, 2027**, shall be considered ineligible for reimbursement under this grant contract.

Written contract amendments may be submitted using the **Certified Local Government (CLG) Contract Amendment (Attachment E)** at any time between Contract execution and **December 31, 2027**, at THC's option.

6. INDEPENDENT CONTRACTOR STATUS; INDEMNITY & HOLD HARMLESS AGREEMENT

The Grantee is a Texas Municipal Corporation. It is not an agency of the State of Texas. It is expressly understood and agreed that the Grantee and Grantee's subcontractors, if any, are independent contractors and not employees of THC. The Grantee or any subcontractor shall not be considered the agent, the servant, or the employee of THC for any purpose whatsoever.

If the Grantee is authorized by this Contract to use grant funds for contractual purposes, all persons furnished, used, retained, or hired by or on behalf of the Grantee or any of Grantee's subcontractors shall be considered to be solely the employees or agents of Grantee or Grantee's contractors. The Grantee or Grantee's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, social security, workers compensation, and other payroll taxes for such persons, including any related assessments or contributions required by law. In no event shall this provision relieve Grantee of responsibility for ensuring the services rendered, or products, materials, or items provided under all subcontracts are rendered in compliance with this Contract.

To the extent allowed by law, the Grantee or subcontractors are responsible for any and all claims whatsoever due to actions or performance under this grant, including, but not limited to, the use of automobiles or other transportation taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties. TO THE EXTENT ALLOWED BY LAW, THE GRANTEE AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THC, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES, ARISING OUT OF, OR RESULTING FROM ANY ACTS, PERFORMANCE, OR OMISSIONS OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED. UNDER THIS CONTRACT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR THE FAILURE TO PAY A SUBCONTRACTOR. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE AND THC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

7. DOCUMENTATION AND PAYMENT

The Grantee may submit to THC, for its approval, a properly completed invoice for services rendered in compliance with all requirements of the Contract as specified in the **Reimbursement Request Procedures (Attachment F)**. The Grantee will provide invoices to THC as costs are incurred and work is completed, but not more frequently than monthly.

It is further agreed that the Grantee will provide written quarterly updates on the Grant Product Quarterly Report Form, as it currently exists and is currently available at https://www.thc.texas.gov/preserve/projects-and-programs/certified-local-government/grant-information, on the progress of the grant product. Each update will outline the tasks completed and expenses incurred on the project and provide a timeline and status of the overall project. The Grant Product Quarterly Reports will be due on August 31, 2025, December 31, 2025, April 30, 2026, August 31, 2026, December 31, 2026, April 30, 2027, and August 31, 2027. The Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports. Failure to submit quarterly reports as required on a timely basis may constitute breach of this grant Contract and result in forfeiture of the grant.

Reimbursement to the Grantee shall be on a matching basis as outlined in the **Estimated Project Budget (Attachment M)**, subject to receipt of funds from the NPS and successful completion of all project work activities. THC agrees to pay the Grantee up to **$37,500** in federal funds. The Grantee agrees to contribute matching share, either donated services or cash match, for a minimum total of **$37,500** or **50%** of eligible costs, whichever is less.

Such payments shall be made as requested for services actually rendered, or if mutually agreed, in one lump sum upon completion and approval of all the requirements set forth in this Contract. It is further agreed that a sum not to exceed 25% of the total grant award will be retained by THC until the following have occurred: (a) Commission review of the draft project material, products, and deliverables and THC's comments are incorporated therein; (b) receipt of final reports; and (c) receipt of properly documented reimbursement materials.

Subject to the limitations of the Contract, THC's payments will be made in accordance with the Texas Prompt Payment Act.

THC shall only reimburse costs incurred and paid by the Grantee during the term of this grant. THC shall only reimburse the Grantee for employee costs that are directly related to performing the responsibilities of this grant.

8. GENERALLY ACCEPTED ACCOUNTING PRINCIPLES OR OTHER RECOGNIZED ACCOUNTING PRINCIPLES

The Grantee shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by the Grantee.

9. REFUNDS AND DEDUCTIONS

If THC determines that the Grantee has been overpaid grant funds under this Contract, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the Grantee shall refund that amount of THC reimbursement identified by THC as an overpayment. THC may offset and deduct the amount of the overpayment from any amount owed to the Grantee, as a reimbursement, but not yet paid by THC to the Grantee. THC may choose to require a payment directly from the Grantee rather than offset and deduct a specified amount. The Grantee shall refund any overpayment to THC within thirty (30) calendar days after receipt of the notice of the overpayment from THC unless an alternate payment plan is specified by THC.

10. REQUIRED REPORTS; COOPERATION; NOTIFICATION OF CHANGES IN ORGANIZATION

The Grantee shall forward to THC the applicable reports on forms as specified by THC or as required under Attachment B. The Grantee shall ensure that it files each document or form required by THC in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that the Grantee is required to forward to THC shall be promptly forwarded. From time to time, THC may require additional information from the Grantee.

The Grantee shall cooperate fully with THC. In addition to the information contained in the required reports, other information may be required as requested by THC.

The Grantee shall submit, within ten (10) business days, notice to THC of any change of the following: Grantee's name; contact information; key personnel, officer, director, or partner; organizational structure; legal standing; or authority to do business in Texas. The Grantee shall promptly notify THC, preferably in advance, of a change in the Grantee's address or main telephone number. A change in the Grantee's name requires an amendment to the grant.

11. STANDARDS FOR FINANCIAL AND PROGRAMMATIC MANAGEMENT

The Grantee and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization. The Grantee and its governing body shall also implement policies and procedures to ensure the integrity of the fiscal and programmatic management of the organization.

Such fiscal and programmatic management shall include accountability for all funds and materials received from THC; compliance with THC rules, policies, and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or THC's monitoring processes. Ignorance of any grant provisions or other requirements referenced in this Contract or the HPF Grants Manual shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

The Grantee shall develop, implement, and maintain appropriate financial management and control systems, which include budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; timely and appropriate audits and resolution of any findings; and applicable annual financial statements.

12. CORRECTIVE ACTION PLAN

If THC finds deficiencies in Grantee's performance under this grant, THC, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan:

- Increase monitoring visits;
- Require additional or more detailed financial and/or programmatic reports be submitted;
- Require prior approval for expenditures;
- Require additional technical or management assistance and/or make modifications in business practices;
- Reduce the grant amount; and/or
- Terminate this grant.

The foregoing are not exclusive remedies, and THC may impose other requirements that THC determines will be in the best interest of the State.

13. OWNERSHIP OF PRODUCTS AND DELIVERABLES OF THIS CONTRACT

All material, concepts, and products including but not limited to all software, software tools, reports, plans, ordinances, standards, guidelines, indexes, surveys, tables, photographs, nominations, maps, forms, user-inputted data, records created or maintained in ay database repository, or other products (Deliverables) that are produced, developed, or conceived by the Grantee during or arising out of the Contract are, or shall become, the property of THC, and all rights, title, and interest, including all intellectual property rights to these products and Deliverables shall vest in , and shall be deemed to be works made for hire upon creation and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such product or Deliverable may not, by operation of law, vest in THC, or such work may not be considered a work made for hire, all rights, title, and interest therein, including all intellectual property rights, are hereby irrevocably assigned to THC, without further action or consideration. Upon termination or expiration of this Contract, all products and Deliverables including all documents, data (including databases), information, software, procedures, and everything created or gathered pursuant to this Contract shall be provided to THC upon request.

THC hereby grants, and Grantee accepts a non-exclusive, non-transferable, non-assignable, fully-paid, royalty-free, perpetual, worldwide, revocable right and license, to use, reproduce, copy, modify, distribute, publicly-perform, publicly-display, and create derivative works of the products and Deliverables for the purpose of performing under this Contract. Notwithstanding the foregoing, the Grantee shall have an unrestricted right to use any or all products so produced, developed, or conceived and any component of such intellectual property made the subject of this Contract, at no additional cost in any manner THC deems appropriate at its sole discretion.

The parties hereby acknowledge and agree that NPS is granted a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use:

1. The copyright in any work, products, or Deliverables developed under this Contract; and
2. Any rights of copyright to which Grantee purchases ownership during the performance of this Agreement or with funds received under this Agreement.

Pursuant to the stipulations in Attachment B, all final products and completion reports, if applicable (Attachment H) are to be supplied to THC before final reimbursement is made. All materials published, printed, or used for public distribution funded in whole or in part by this grant shall note the following on the materials:

> *This project was funded in part through a Certified Local Government Grant from the National Park Service, U.S. Department of the Interior, as administered by the Texas Historical Commission.*
>
> *The contents and opinions, however, do not necessarily reflect the views and policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior.*
>
> *This program receives Federal funds from the National Park Service. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Director, Equal Opportunity Program, U.S. Department of the Interior, National Park Service, P.O. Box 37127, Washington, D.C. 20013-7127.*

14. TERMINATION

Termination for Convenience. Either party may, at its sole discretion, terminate this Contract without recourse, liability, or penalty, upon a seven (7) calendar day notice to the other party. In the event that notice of termination is given, all work by the Grantee shall cease and no amount shall be paid by THC for work performed following the receipt of notice of termination by the Grantee. The Grantee shall be paid for all work performed prior to the notice of termination, and accepted by THC, in accordance with the terms of the Contract. Final invoices shall be submitted to THC no later than 30 days following the date of termination of this Contract.

Termination for Cause. In the event that the Grantee fails to perform or comply with an obligation of the terms, conditions, and provisions of this Contract of the HPF Grants Manual, THC may, upon written notice of the breach to the Grantee, immediately terminate this Contract.

Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law, or under this Contract.

15. APPLICABLE LAWS

This Contract shall be governed by and construed in accordance with the laws of the State of Texas and the rules and policies of THC. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Travis County, Texas. All projects funded under the CLG grant program must meet the Secretary of the Interior's Standards. The Standards can be accessed at the NPS website: https://www.nps.gov/subjects/historicpreservation/upload/standards-guidelines-archeology-historic-preservation.pdf.

16. AUDIT AND RECORDS RETENTION

The Grantee represents and warrants its compliance with the records retention requirements of 2 CFR § 200.333. The Grantee must maintain and retain all records relating to the performance of the grant including, but not limited to, administrative, financial, procurement, reporting, and any other grant-related records and supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by the Grantee for a period of **seven (7) years** following the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. This period begins on the date of receipt of the final reimbursement by the Grantee, or if applicable, after any issues have been resolved that may have arisen from any litigation, claim, negotiation, audit, open records request, or any other action involving these records.

THC reserves the right to direct the Grantee to retain documents for a longer period of time or transfer certain records to Commission custody when it is determined the records possess longer term retention value. The Grantee must include the substance of this clause in all subawards and subcontracts. The Grantee will provide full access to these records to THC as well as any authorized Federal, state, or independent auditors, to examine their contents and procedures to verify compliance with Federal and state regulations.

United States Code of Federal Regulations 2 CFR 200, Subpart F, requires that all non-Federal entities that expend $750,000 or more in federal awards from all sources during any fiscal year must undergo a Single Audit or program-specific audit for that year. This grant award is to be reported under Catalog of Federal Domestic Assistance (CFDA) #15.904, Historic Preservation Fund Grants, if applicable. Single Audits must be submitted electronically by the Grantee to the Federal Audit Clearinghouse along with a data collection form (Form SF-SAC) within 30 days after receipt of the auditor's report, or nine months after the end of the audit period, whichever is earlier. If you have questions regarding the submission or processing of your Single Audit package, contact the Federal Audit Clearinghouse at (800) 253-0696 or by email at govs.facs@census.gov.

The Grantee is responsible for covering the cost of any audits conducted.

In addition to the terms of this Contract, all federal laws and regulations governing grants are applicable, including the entirety of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. This CFR is effective for audit years beginning after December 26, 2014, and replaces all administrative requirements, cost principles, and audit requirements for grants to state and local governments under OMB Circulars A-50, A-87, A-102, and A-133.

17. CONTRACT NOT ENTITLEMENT OR RIGHT

Reimbursement with Contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions, and provisions of this Contract and the HPF Grants Manual. Parties agree that any act, action or representation by either party, their agents or employees that purports to increase the amount of the contract is void, unless a written amendment is first executed. The Grantee agrees that nothing in this Contract will be interpreted to create an obligation or liability of THC in excess of the funds delineated in this Contract.

18. FUNDING LIMITATION

Grantee agrees that nothing in this grant will be interpreted to create an obligation or liability of THC in excess of the funds delineated in this grant. The Grantee agrees that funding for this Contract is subject to the actual receipt by THC of grant funds (state and/or federal) appropriated to THC. The Grantee agrees that the grant funds, if any, received from THC are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of THC for the purpose of this Contract. **The Grantee agrees that notwithstanding any other provision of this Contract, if THC is not appropriated the funds or if THC does not receive the appropriated funds for the purpose of this grant program, or if the funds appropriated to THC for this grant program are required by the state or federal government to be reallocated, THC is not liable to pay the Grantee any remaining balance on this Contract.**

19. STATE AUDITOR

In addition to and without limitation on the other audit provisions of this Contract, pursuant to Texas Government Code § 2262.154, the State Auditor's Office may conduct an audit or investigation of the Grantee or any other entity or person receiving funds from the State directly under this Contract or indirectly through a subcontract under this Contract. The acceptance of funds by the Grantee or any other entity or person directly under this Contract or indirectly through a subcontract under this Contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, the Grantee or any other entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. The Grantee further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. The Grantee shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Grantee, and the requirement to cooperate, is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the Grantee related to this Contract.

20. FEDERAL AND STATE LAWS, RULES AND REGULATIONS, DIRECTIVES, GUIDELINES, OMBS AND OTHER RELEVANT AUTHORITIES

The Grantee agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, OMB circulars, or any other authorities relevant to the performance of the Grantee under this Contract.

21. STANDARD FEDERAL AND STATE GRANT CERTIFICATIONS

Child Support Obligation Affirmation. To the extent applicable, under Family Code § 231.006, the Grantee certifies that the individual or business entity named in this Contract is not ineligible to receive the specified grant and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate in addition to other remedies set out in Family Code § 231.006(f).

Compliance With Law, Rules, and Requirements. The Grantee represents and warrants that it will comply, and assure the compliance of all its subrecipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established, including but not limited to the Uniform Grant Management Act of 1981 (UGMA), Chapter 783, Texas Government Code, as amended. The Grantee also agrees to comply with the HPF Grants Manual (2007) and as updated, the Texas Grant Management Standards (TxGMS), as promulgated by the Texas Comptroller's Office. In addition, the Grantee represents and warrants that it will comply with all requirements imposed by THC concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to the Grantee, the more restrictive requirement applies.

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

Cybersecurity Training Programs. Grantee represents and warrants its compliance with Texas Government Code § 2054.591 relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If Grantee has access to any state computer system or database, Grantee shall complete cybersecurity training and verify completion of the training program to THC pursuant to and in accordance with Texas Government Code § 2054.5192.

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

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

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

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

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

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

Executive Head of a State Agency Affirmation. Under Texas Government Code § 669.003, relating to contracting with an executive head of a state agency, Grantee represents that no person who served as an executive of THC, in the past four (4) years, was involved with or has any interest in the contract or grant. If Grantee employs or has used the services of a former executive of THC, then Grantee shall provide the following information to THC: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with THC, and the date of employment with THC.

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

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

Limitations on Grants to Units of Local Government. Grantee acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:

- Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees;
- Texas Government Code §§ 556.004–.006; and
- Texas Government Code §§ 2113.012 and 2113.101.

Lobbying Expenditure Restriction. Grantee represents and warrants that THC's payments to Grantee and Grantee's receipt of appropriated or other funds under the Contract are not prohibited by Texas Government Code §§ 403.1067 or 556.0055, which restrict lobbying expenditures.

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

Political Polling Prohibition. The Grantee represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.

Public Camping Ban. The Grantee certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code § 364.003. If the Grantee is currently being sued under the provisions of Local Government Code § 364.003, or is sued under this section at any point during the duration of this grant, the Grantee must immediately disclose the lawsuit and its current posture to THC.

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

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

22.CONFLICTS OF INTEREST; DISCLOSURE OF CONFLICTS

The Grantee has not given or offered to give, nor does the Grantee intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of THC, at any time during the negotiation of this Contract or in connection with this Contract, except as allowed under relevant state or federal law. The Grantee represents and warrants its compliance with the Federal awarding agency's conflict of interest policies in accordance 2 CFR § 200.112. The Grantee represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, the Grantee represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176, Texas Local Government Code. The Grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. The Grantee will operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to its performance under this Contract. If circumstances change during the course of the Contract, including discovery of any existing or potential conflicts of interest relative to the Grantee's performance under this Contract, the Grantee must disclose and shall promptly notify THC, in writing, within fifteen (15) calendar days of discovery of the change or conflict.

23.NO WAIVER OF SOVEREIGN IMMUNITY

The parties expressly agree that no provision of this Contract is in any way intended to constitute a waiver by THC or the State of Texas of any immunities from suit or from liability that THC or the State of Texas may have by operation of law.

24. CONFIDENTIALITY AND PUBLIC INFORMATION ACT

Notwithstanding any provisions of this grant to the contrary, the Grantee understands that THC will comply with the Texas Public Information Act, Chapter 552, Texas Government Code, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Information, documentation and other material in connection with this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Texas Government Code § 2252.907, the Grantee is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible the public at no additional charge to the State. THC agrees to notify the Grantee in writing within a reasonable time from receipt of a request for information related to the Grantee's work under this grant. The Grantee will cooperate with THC in the production of documents responsive to the request.

The Grantee shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting THC's access to such records and other information.

25. COMPLIANCE WITH REGULATORY AND LICENSING BODIES

The Grantee agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this grant, and is currently in good standing with all regulatory agencies that regulate any or all aspects of the Grantee's business or operations. The Grantee agrees to remain in good standing with the Texas Secretary of State, the Texas Comptroller of Public Accounts and related federal governmental bodies related to the Grantee's right to conduct business in Texas. The Grantee agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinances or state or federal laws.

26. AMENDMENT

This grant shall not be modified or amended except in writing, signed by both parties, using the **Certified Local Government (CLG) Contract Amendment Form (Attachment E)**. Any properly executed amendment of this grant shall be binding upon the parties and presumed to be supported by adequate consideration.

27. ENTIRE AGREEMENT, INCLUDING ALL EXHIBITS

This grant, including all exhibits, reflect the entire agreement between the parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings, or agreements between the parties related to such subject matter. By executing this Contract, the Grantee agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

28. DISPUTE RESOLUTION

The dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used by the parties to resolve any dispute arising under this Contract.

29. NOTICES

Any notices and/or documents required hereunder shall be deemed to have been duly provided if in writing and delivered personally or by pre-paid guaranteed overnight delivery service, or sent postage prepaid by United States certified mail, return receipt requested. Any such notice shall be effective on the date of delivery if delivered personally, on the next business day following delivery to the guaranteed overnight delivery service if the notice was so delivered and the charges were prepaid, or on the date the recipient signed for the notice if sent by certified mail.

Notices shall be addressed as follows, or at such other address as any party hereto shall notify the other of in writing:

If to THC:
Texas Historical Commission
P.O. Box 12276
Austin, TX 78711

If to Participant:
City of Tyler
423 West Ferguson Street
Tyler, TX 75702

30. ATTACHMENTS

The following documents are included in and shall be a part of this Contract for all purposes:

☐ Attachment A: Project Notification

☒ Attachment B: Expected Products of Survey/Inventory Projects

☒ Attachment C: 36 CFR 61, Professional Qualifications Standards

☒ Attachment D: DI Form 1350, Civil Rights Assurance

☒ Attachment D.1: Assurances for Consultants, Subrecipients or Subcontractors

☒ Attachment E: Certified Local Government (CLG) Contract Amendment Form

☒ Attachment F: Reimbursement Request Procedures

☐ Attachment G: Grant of Easement

☒ Attachment H: Completion Report

☐ Attachment I: Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity

☐ Attachment I.1: Equal Opportunity Clause for Construction Projects

☐ Attachment J: Standard Federal Equal Employment Opportunity Construction Contract Specification

☐ Attachment K: Equal Employment Opportunity Clause

☐ Attachment L: Certification of Non-Segregated Facilities

☒ Attachment M: Estimated Project Budget

☒ Attachment N: Subcontracts

This Contract is the entire agreement between the parties. Any changes, deletions, extensions, or amendments to this Contract shall be in writing and signed by both parties to the contract. Any other attempted changes, including oral modifications, written notices that have not been signed by both parties, or other modifications of any type, shall be invalid. In some cases, adjustment of the contractual requirements may be necessary pursuant to recommendations by the Certified Local Government Program, Texas Historical Commission, with the approval of the U.S. Department of the Interior.

The following parties accept the terms of this Contract. Persons signing are expressly authorized to obligate the parties to the terms of this Contract.

TEXAS HISTORICAL COMMISSION:

Bradford Patterson,
Deputy Executive Director for Preservation Programs

Date

GRANTEE:

Name and Title

Date

THIRD PARTY DESIGNEE: (IF APPLICABLE)

Signature

Typed Name & Title of Delegated Third Party

Date

TEXAS HISTORICAL COMMISSION
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ATTACHMENT B

EXPECTED PRODUCTS of HISTORIC RESOURCES SURVEY and INVENTORY PROJECTS
CITY OF TYLER/HISTORIC RESOURCES SURVEY

Contract No. 808-25-R251699

Historic resources surveys are a process of identifying and gathering data on a community's historic resources. In as comprehensive a manner as possible, a survey documents all potentially historic buildings, objects, structures, sites and districts within a given geographical boundary. Surveys assign high, medium or low priority rankings to these resources as well as assess eligibility for inclusion in the National Register of Historic Places. Such resources are of significance in American history, architecture, archeology and culture, and generally are more than 50 years of age.

The Grantee ***must designate*** **a Survey Project Manager who meets the Professional Qualifications Standards** as outlined in 36 CFR 61 (Attachment C). The **Survey Project Manager's resume *must be provided*** to the Texas Historical Commission (THC) prior to commencing work. The **Survey Project Manager *must contact* the THC's Certified Local Government (CLG) and Historic Resources Survey staff** prior to commencing work. The Survey Project Manager should be prepared to specify who will be providing the survey fieldwork labor (i.e. a professional consulting firm, in-house such as qualified city or county staff, or volunteers such as university students or a local organization).

THC Contacts

Historic Resources Survey Coordinator	CLG Coordinator
Leslie Wolfenden	Kelly Little
leslie.wolfenden@thc.texas.gov	kelly.little@thc.texas.gov
512-463-3386	512-463-7812

Project Milestones

The due dates for project milestones are listed below. Each deliverable must meet the requirements detailed in the Final Deliverables section on the following page.

☐ **Research Design due by February 28, 2026**

☐ **Draft Historic Resources Survey Report due by April 30, 2027**

☐ **Final Historic Resources Survey Report due by September 30, 2027**

Due Dates to THC

☐ August 31, 2025	Quarterly Report due
☐ December 31, 2025	Quarterly Report due
☐ February 28, 2026	**Research Design Report due**
☐ April 30, 2026	Quarterly Report due
☐ August 31, 2026	Quarterly Report due
☐ December 31, 2026	Quarterly Report due
☐ April 30, 2027	**Draft Historic Resources Survey Report due** Quarterly Report due
☐ August 31, 2027	Quarterly Report due
☐ September 30, 2027	Project completion date: **Final Historic Resources Survey Report due**

Final Deliverables

The final deliverables consist of the following:

☐ **One (1) bound hard copy for THC.** The hard copy should be printed on 8½ x 11" and 11 x 17" paper. Do not use 8½ x 14" legal-sized paper. **For binding, use 3-hole punch binder; do not use spiral or comb bindings.**

☐ **One (1) electronic copy on thumb drive or via a secure file-sharing service.** The electronic copy should include the Historic Resources Survey Report and all photographic documentation, maps, etc. The survey data shall also be submitted in Microsoft Access, Microsoft Excel, or GIS-based format. This allows THC to upload the survey data into the THC Online Atlas database.

Each CLG survey grant recipient is sent a THC Historic Resources Survey Packet via THC's OneDrive file-sharing service that includes a THC Access database for survey purposes. While it is not required to use this Access database, the survey data should include the same information. The full range of products for a historic resources survey includes the following:

- A **Research Design Report** is written to establish knowledge of the area's historical development and to list known existing historical resources such as National Register of Historic Places and districts, Recorded Texas Historic Landmarks, State Antiquities Landmarks, Official Texas Historical Markers, and local landmarks and districts, and to provide a map of the area to be surveyed. This report sets up periods of significance and areas of significance, so surveyors know how to assess the resources while doing fieldwork.
- A **Draft and Final Historic Resources Survey Report** should include the survey's purpose and methodology, a historic context (pulled from the Research Design and updated), survey results, and survey recommendations. Survey results should discuss analysis, implications and recommendations for local, state and federal historical designation and other appropriate preservation methods. This report must be in conformance with the *U.S. Secretary of the Interior's Guidelines for Identification.*
- A **Historic Resources Survey Form** must be provided for **each surveyed resource** in the survey area. It is preferred that the THC survey database form (Microsoft Access format preferred) is used, but an equivalent format is acceptable.
- An **Inventory Table** must be provided for all surveyed resources in the survey area. This should include basic information about each resource: thumbnail image, address, historic and current name, historic and current function, construction date, existing designations, National Register of Historic Places eligibility, and Priority rating at a minimum.
- **Photo documentation** for all surveyed resources must be provided. Color digital images should be saved as uncompressed TIF or JPG files. Do not alter images (other than naming files). The size of each image must be at least 1200 x 1600 pixels at 300 ppi (pixels per inch) or larger (2000 x 3000 preferred). It is recommended that digital images be saved in 8-bit (or larger) color format. Proper identification of each view must be provided with all photo documentation, utilizing the standard 2-letter Texas county abbreviations recognized by TARL (see the THC Photo Labeling Protocol). Example: The first image for 103 East Marshall Street in Pittsburg, Camp County would be: TX-CP-Pittsburg-Marshall-St-E-103-01.tif. In addition, a second set of digital images of representative streetscape views is encouraged.
- **Detailed Maps** must identify the location of all surveyed resources with their site numbers. Maps developed using GIS data are strongly encouraged, but not required.

The Survey Project Manager is responsible for reviewing all survey work before submission to THC. Reports and other documentation require proper citations and may not be plagiarized. All the above-mentioned products become the property of THC upon completion of the grant project. Survey and inventory projects may be modified, but should be discussed with and approved by THC staff prior to modification. Attachment E must be submitted with all contract amendments, including modifications to the deliverables described here.

ATTACHMENT C

PROFESSIONAL QUALIFICATION STANDARDS
CITY OF TYLER/HISTORIC RESOURCES SURVEY

Contract No. 808-25-R251699

To ensure that appropriate historical, architectural, archeological, and cultural properties are identified for public benefit through grant-in-aid assistance, the following professional standards for historical, architectural, and archeological documentation have been established by the National Park Service (NPS). Persons supervising grant projects must be professionally qualified in accordance with 36 CFR 61 as follows. In the following definitions, a year of full-time professional experience need not consist of a continuous year of full-time work but may be made up of discontinuous periods of full-time or part-time work adding up to the equivalent of a year of full-time experience.

History. The minimum professional qualifications in history are a graduate degree in history or closely related field; or a bachelor's degree in history or closely related field plus one of the following:

1. At least two years of full-time experience in research, writing, teaching, interpretation, or other demonstrable professional activity with an academic institution, historical organization or agency, museum, or other professional institution; or
2. Substantial contribution through research and publication to the scholarly knowledge body in the history field.

Archeology. The minimum professional qualifications in archeology are a graduate degree in archeology, anthropology, or closely related field plus:

1. At least one year of full-time professional experience or equivalent specialized training in archeological research, administration, or management;
2. At least four months of supervised field and analytic experience in general North American archeology; and
3. Demonstrated ability to carry research to completion.

In addition to these minimum qualifications, a professional in prehistoric archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the prehistoric period. A professional in historic archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the historic period.

Architectural History. The minimum professional qualifications in architectural history are a graduate degree in architectural history, art history, historic preservation, or closely related field, with course work in American architectural history; or a bachelor's degree in architectural history, art history, historic preservation, or closely related field plus one of the following:

1. At least two years of full-time experience in research, writing, or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum, or other professional institution; or
2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of American architectural history.

Architecture. The minimum professional qualifications in architecture are a professional degree in architecture plus at least two years of full-time professional experience in architecture; or a state license to practice architecture.

Historic Architecture. The minimum professional qualifications in historic architecture are a professional degree in architecture or State license to practice architecture, plus one of the following:

1. At least one year of graduate study in architectural preservation, American architectural history, preservation planning, or closely related field; or
2. At least one year of full-time professional experience on historic preservation projects.

Such graduate study or experience shall include detailed investigations of historic structures, preparation of historic structures research reports, and preparation of plans and specifications for preservation projects.

ATTACHMENT D

U.S. DEPARTMENT of the INTERIOR CIVIL RIGHTS ASSURANCE
CITY OF TYLER/HISTORIC RESOURCES SURVEY

Contract No. 808-25-R251699

As the authorized representative of the applicant, I certify that the applicant agrees that, as a condition to receiving any Federal financial assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include but are not limited to: (a) Title VI of Civil Rights Act of 1964 (42 U.S.C. § 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 794 et seq.), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applicants for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and sub-recipients and the person whose signature appears below who is authorized to sign this assurance on behalf of the Applicant.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT/ORGANIZATION	DATE SUBMITTED
APPLICANT/ORGANIZATION MAILING ADDRESS	BUREAU OF OFFICE EXTENDING ASSISTANCE

ATTACHMENT D.1

ASSURANCES for CONSULTANTS, SUBRECIPIENTS, or SUBCONTRACTORS CITY OF TYLER/HISTORIC RESOURCES SURVEY

Contract No. 808-25-R251699

Child Support Obligation. Under Family Code § 231.006, the consultant, subrecipient, or subcontractor certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

Discrimination Prohibited. The consultant, subrecipient, or subcontractor will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Department of the Interior Regulations (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the consultant, subrecipient or subcontractor receives financial assistance from Department of the Interior, National Park Service (NPS), and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

This Assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property discounts, or other federal financial assistance extended after the date hereof to the consultant, subrecipient or subcontractor, including installment payments after such date on account of arrangements for federal financial assistance which were approved before such date. The consultant, subrecipient or subcontractor recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the consultant, subrecipient or subcontractor, its successors, transferees, and assignees, and the person or persons whose signature appear below are authorized to sign this assurance on behalf of the consultant, subrecipient or subcontractor.

DI 1350 Addendum. The consultant, subrecipient or subcontractor agrees to comply with the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975 and all requirements imposed by or pursuant to these titles, to the end that, no person in the United States shall, on the grounds of age or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the consultant, subrecipient or subcontractor receives financial assistance from NPS, and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

18 USC § 1913. No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, will be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member of Congress, thorough the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

Whoever, being an officer or employee of the United States or of any department or agency thereof, violates or attempts to violate this section, shall be fined not more than $500 or imprisoned not more than one year, or both; and after notice and hearing by the superior officer vested with the power of removing him, shall be removed from office or employment. (June 25, 1948, Ch. 645, 62 Stat. 792.)

DI 1954. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. Lower Tier Cover Transactions. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR § 12.5.10, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations are included in the proposal package. For further assistance in obtaining a copy of the regulations, contact the U.S. Department of the Interior, Acquisition and Assistance Division, Office of Acquisition and Property Management, 18th and C streets, N.W., Washington, D.C. 20240.

1. The prospective lower tier participant certified, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Records Retention. The consultant, subrecipient or subcontractor represents and warrants its compliance with the records retention requirements of 2 CFR § 200.333. The consultant, subrecipient or subcontractor shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by the consultant, subrecipient or subcontractor for a period of seven (7) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. The Commission reserves the right to direct a consultant, subrecipient or subcontractor to retain documents for a longer period of time or transfer certain records to Commission custody when it is determined the records possess longer term retention value. The consultant, subrecipient or subcontractor must include the substance of this clause in all subcontracts.

State Auditor's Right to Audit. Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under any contract or indirectly through a subcontract under the contract. The acceptance of funds by the consultant, subrecipient or subcontractor, or any other entity or person directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the consultant, subcontractor, or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. The consultant, subrecipient or subcontractor shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

_____ _____

Consultant/Subcontractor Date

TEXAS HISTORICAL COMMISSION
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ATTACHMENT E

CERTIFIED LOCAL GOVERNMENT (CLG) CONTRACT AMENDMENT FORM CITY OF TYLER/HISTORIC RESOURCES SURVEY

Contract No. 808-25-R251699

1. Amendment to CLG Grant Contract Number:
2. Project Title:
3. Grantee:
   - Contact:
   - Address:
   - Phone:
4. Amendment Type (please select one below):

☐ Contract Terms and Conditions

☐ Matching Share – must include revised Budget Summary

☐ Budget – must include revised Budget Summary

☐ Scope – must include revised Project Description

☐ 30 Day No Cost Extension* – must include explanation

Note: Contract Amendment will not be effective until approved in writing by the Texas Historical Commission.

TEXAS HISTORICAL COMMISSION:

Bradford Patterson,
Deputy Executive Director for Preservation Programs

Date

GRANTEE:

Typed Name and Title

Date

THIRD PARTY DESIGNEE: (IF APPLICABLE)

Signature

Typed Name & Title of Delegated Third Party

Date

* 30 Day No Cost Extension does not extend September 30 deadline for expending CLG funds. Regardless of extension all CLG funds must be expended by September 30 and reimbursements submitted to the THC no later than October 31.

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ATTACHMENT F

REIMBURSEMENT REQUEST PROCEDURES
CITY OF TYLER/HISTORIC RESOURCES SURVEY

Contract No. 808-25-R251699

The required reimbursement request procedures and format are found in this attachment. Requests must be received by Texas Historical Commission (THC) **no later than October 31, 2027,** by email or a secure file-sharing service. Certified Local Governments (CLGs) working on multiple grants must submit a separate request for each project. Requests for payment shall be accompanied by the complete documentation listed below, including receipts for all expenses and all products identified in the approved grant application and contract.

- ☐ 1. **Signed Billing Statement** from the local government to the THC with federal tax identification number. (See attached template.)
- ☐ 2. **Copies of vendors' invoices** showing evidence that:
  a. Invoices are in the name of the Grantee,
  b. Service dates are within the project period,
  c. Purchase price is compatible with the estimated budget cost, and
  d. Purchases are relevant to the project's scope.
- ☐ 3. **Copies of receipts** or properly endorsed cancelled (deposited) checks (*front and back*).
- ☐ 4. **Evidence of any approved extensions** and/or amendments to Grantee subcontracts.
- ☐ 5. **Evidence that invoices were properly approved** for payment including:
  a. Evidence that discounts and other credits were deducted, and
  b. Evidence that merchandise/services were received.
- ☐ 6. **Copies of daily time records** for both volunteers and staff (including supervisor's verification) if using a full or partial in-kind match.
- ☐ 7. **Evidence of employees' rates of pay**, and verification that no other federal funds were used for this purpose if using a full or partial in-kind match.
- ☐ 8. **Evidence that work was accomplished in accordance with the terms of the grant agreement** (i.e., final project completion report or products).
- ☐ 9. **Comparison schedule** showing proposed costs versus actual costs. (See attached template in the CLG Grant Billing Statement.)

Refer to Chapter 13 of the HPF Grants Manual for all allowable and unallowable costs: (https://www.nps.gov/orgs/1623/upload/HPF-GrantsManual_2011-508.pdf). Food and drink is not an allowable cost under THC policy, with the exception of per diem (cost of meals) for traveling employees/volunteers. **Only work completed by the September 30, 2027, deadline will be reimbursed.** 25% of the total grant award will be retained by THC until final deliverables have been received. Non-federal (or match share) expenditures should be documented in the same method as federal expenditures.

Payment Schedule

Reimbursement payments to the Grantee are subject to receipt of Federal funds from the National Park Service (NPS). Reimbursement requests can be sent to THC as costs are incurred and work is completed, but not more frequently than monthly. The final payment will be made after an acceptable final product, final report, and final billing have been received and approved by THC.

Description of Acceptable Documentation

Timesheets. Each employee or volunteer engaged in activities to be claimed against the grant must submit a timesheet signed by the employee/volunteer and the supervisor. Such records must show the actual hours worked, date(s) worked, and the specific duties performed. The records should also indicate the basis for determining the rate of the employee or volunteer's contributions. Employees can claim their regular hourly wage. Timesheets must certify that no other federal funds were used to pay salaries and that their salaries were not used as a match for other federal grants.

Volunteers must claim a reasonable wage rate that is comparable to the current market value of the work being performed. Independent Sector provides a current estimated national value of volunteer time that can be used as a guide if necessary. It can be found here: https://independentsector.org/resource/value-of-volunteer-time/. A sample volunteer timesheet can be found with the template forms attached.

Professionals may claim their standard professional wage if volunteering professional services. In any case, hourly wages may not exceed the maximum rate of $96.61/hour.

Travel. The sample forms attached include a travel record that should be used for employees or volunteers who must travel for grant-related work. This identifies traveler, date(s) of travel, mileage, lodging, per diem (cost of meals), airfare, parking, and other miscellaneous travel expenses. Receipts for all expenses are required. See the maximum allowable travel rates below.

Allowable Travel Rates.

THC will reimburse a participant traveling for purposes of the program when identified in the grant application. Since travel allowances may vary among federal, state, or local organizations, a traveler will be reimbursed at the lowest allowed amount. Check with a representative of your local government to verify local rates. Receipts for all expenses must accompany reimbursement requests.

- **Lodging**: $107/night*
- **Mileage**: $0.70/mile for Personal Vehicle Use (As of 1/1/2025)
- **Per Diem**: $59/day*

Forms and Templates

The following are versions of timesheets, travel records, and donated materials forms. Although it is not necessary to use these specific forms, it is necessary to record the name of the laborer, name of supervisor, date(s) of work/travel/donation(s), and value of time/donation(s) on any form used. If desired, THC staff will review any proposed format to ensure compliance with these requirements.

*Lodging and meal rates may vary upon location. To check the current rates for your project's location, please visit the U.S. General Services Administration website at https://www.gsa.gov/travel/plan-book/per-diem-rates

TEXAS HISTORICAL COMMISSION

FY 2025 TEXAS CERTIFIED LOCAL GOVERNMENT (CLG) GRANT PROGRAM
CFDA NO.: 15.904
FEDERAL AGENCY: NATIONAL PARK SERVICE

CLG GRANT BILLING STATEMENT

[Insert Date]

TO: Texas Historical Commission, Attention: CLG Grants
clg@thc.texas.gov
FROM: [Name & Address of Certified Local Government]
TAX IDENTIFICATION NUMBER: [Insert Number]
RE: CLG Billing

Enclosed is documentation to support a billing for $[insert amount] to cover work done under the grant contract number TX-25-[XXX] for [insert name of project]. I certify no other Federal funds were used for either the match or actual expenditures incurred during the execution of this project.

Please send the above amount to:
[Insert name & address of Grantee and/or department to receive funds]

	PROPOSED		ACTUAL	
	Federal	Match	Federal	Match
[Insert Activity]				
[Insert Activity]				
[Insert Activity]				

Sincerely,

_____

[Insert Name]
[Insert Title/Office]

Enclosures (include as appropriate):

- [timesheets]
- [receipts]
- [cancelled checks or copies of bank statements]
- [copies of final products]

TEXAS HISTORICAL COMMISSION

FY 2025 TEXAS CERTIFIED LOCAL GOVERNMENT (CLG) GRANT PROGRAM
CFDA NO.: 15.904
FEDERAL AGENCY: NATIONAL PARK SERVICE

EMPLOYEE TIME RECORD

Grantee: _____

Grant Contract: TX-25-____

Employee Name: _____ Title: _____

Double-click on table to open.

Date(s) or Date Range	Description of Grant Activities Performed	No. of Hours Worked	Hourly Rate ($/Hr.)	Value of Time ($)
			$ -	$ -
			$ -	$ -
			$ -	$ -

PROJECT OR ACTIVITY EXPENSES

Date	Project/Activity	Item (attach receipt)	Amount

MILEAGE RECORD

Date	Project/Activity	Odometer Start	Odometer Finish	Total Miles x $0.70

Attach additional rows or pages as necessary.

I certify that the work donated towards the completion of this project was not used as match for any other project and that it was completed during the grant period.

_____ _____

Employee Date Supervisor Date

TEXAS HISTORICAL COMMISSION

FY 2025 TEXAS CERTIFIED LOCAL GOVERNMENT (CLG) GRANT PROGRAM
CFDA NO.: 15.904
FEDERAL AGENCY: NATIONAL PARK SERVICE

TRAVEL RECORD

Name: _____
Purpose: _____

DATE AND TIME OF DEPARTURE	ORIGIN/ DESTINATION	PER DIEM	LODGING	OTHER (IDENTIFY)	TRANSPORTATION (RENTAL, CAB, etc.)
	Totals:				

Mileage: _____ miles X $0.70/mile = _____

Total Amount for Travel: _____

_____ _____
Traveler Date

_____ _____
Supervisor Date

Enclosures: receipts

TEXAS HISTORICAL COMMISSION

FY 2025 TEXAS CERTIFIED LOCAL GOVERNMENT (CLG) GRANT PROGRAM
CFDA NO.: 15.904
FEDERAL AGENCY: NATIONAL PARK SERVICE

DONATED LABOR (VOLUNTEER) TIMESHEET

Grantee: _____
Grant Contract: TX-25-____
Volunteer Name: _____
Type of Work Performed: _____

A person donating time to a project will be paid at minimum wage unless professionally skilled in the work being performed on the project (photographer taking pictures or data entry done by skilled person). When this is the case, the wage rate the individual is normally paid for performing this service may be charged to the project.

Double-click on table to open.

Date(s) or Date Range	Description of Grant Activities Performed	No. of Hours Worked	Hourly Rate ($/Hr.)	Value of Time ($)
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			Total Value of Time:	**$ -**

I certify that the work donated towards the completion of this project was not used as match for any other project and was completed during the grant period.

_____ _____
Signature of Volunteer Date

_____ _____
Signature of Supervisor Date

TEXAS HISTORICAL COMMISSION

FY 2025 TEXAS CERTIFIED LOCAL GOVERNMENT (CLG) GRANT PROGRAM
CFDA NO.: 15.904
FEDERAL AGENCY: NATIONAL PARK SERVICE

DONATED MATERIAL AND EQUIPMENT

_____
Project Name

_____
Donor

Description of Material/Equipment Donated	Date of Donation	Fair Value	Basis of Value
Total Value of Donation:			

_____ _____
Signature of Donor Date

_____ _____
Project Supervisor Date

TEXAS HISTORICAL COMMISSION
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ATTACHMENT H

COMPLETION REPORT
CITY OF TYLER/HISTORIC RESOURCES SURVEY

Contract No. 808-25-R251699

TEXAS CERTIFIED LOCAL GOVERNMENT (CLG) GRANT COMPLETION REPORT Year

PART 1. PROJECT INFORMATION		
Project Name		
City	State	
Project Number		

PART 2. PROPERTY AND GRANT RECIPIENT INFORMATION		
A. Official Project Title		
Street		
City	State	Zip Code
Grant Recipient		
Street		
City	State	Zip Code

PART 3. FISCAL YEAR	
A. Final work-cost breakdown:	
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
TOTAL	$
CLG Grant Monies Expended $	
Entity	Revenue Expended $

B. List by donor, source, kind, and amount for each of the other funding sources:	
Donor	Donor
Source	Source
Kind	Kind
Amount	Amount

PART 4. CASE-STUDY NARRATIVE

PART 5. MATERIALS INDEX

Index Number	View	Date Taken

PART 6. ACKNOWLEDGMENT

All materials generated for public use under this grant include the following statement:

This project was funded in part through a Certified Local Government Grant from the National Park Service, U. S. Department of the Interior, as administered by the Texas Historical Commission.

The contents and opinions, however, do not necessarily reflect the views and policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior.

This program receives Federal funds from the National Park Service. Regulations of the U. S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age, or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to:

Director, Equal Opportunity Program, U. S. Department of the Interior, National Park Service, P. O. Box 37127, Washington, DC 20013-7127.

Signature: Date:

TEXAS HISTORICAL COMMISSION
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ATTACHMENT M

ESTIMATED PROJECT BUDGET
CITY OF TYLER / TYLER HISTORIC RESOURCES SURVEY

Contract No. 808-25-R251699

GRANT RECIPIENT	City of Tyler	**TOTAL PROJECT COST**	$75,000
GRANT NUMBER:	CLG-TX-25-005	**FEDERAL SHARE:**	$37,500
PROJECT TITLE:	Tyler Historic Resources Survey	**NONFEDERAL SHARE:**	$37,500

PROJECT ACTIVITY	FEDERAL SHARE	CASH MATCH	IN-KIND MATCH	TOTAL
Professional services including pre-field research, research design, public engagement, survey field work, and materials preparation associated with completion of a historic resources survey	$37,500.00	$37,500.00	$0	$75,000.00
TOTALS	**$37,500.00**	**$37,500.00**	**$0**	**$75,000.00**

ATTACHMENT N

SUBCONTRACTS
CITY OF TYLER/HISTORIC RESOURCES SURVEY

Contract No. 808-25-R251699

If the Grantee is not doing the work itself, it must execute a contract with a subcontractor. All subcontracted services and products must be procured according to federal procurement standards set forth in Chapter 17 of the Historic Preservation Fund (HPF) Grants Manual and 2 CFR §§ 200.317-200.326.

The Texas Historical Commission (THC) will verify that federal procurement standards have been met and will issue a *Notice to Proceed* letter to the Grantee once the following have been completed:

- Approval of the Grantee's Request for Proposal (RFP), if applicable
- Approval of the executed contract between the Grantee and subcontractor
- Attachment D.1 receipt: Assurances for Consultants, Subrecipients, or Subcontractors signed by subcontractor
- Receipt of the Procurement Method Checklist (see below)

Procurement Method Checklist

☐ Subcontractors meet the Standards for Professional Qualifications (Attachment C).

☐ Subcontractors have signed the Assurances for Consultants and Subcontractors (Attachment D.1).

☐ Copies of all contracts between the Grantee and any subcontractors have been sent to THC.

☐ Grantee understands that subcontractors must be employed in a way that encourages competition to the maximum extent possible.

☐ Grantee understands that it must retain copies of RFPs, solicitations for price quotes, lists of who they were sent to, lists of responders (bidders), price quotes, and justification for selections as documentation that the method for selecting a subcontractor was in accordance with Federal procurement requirements.

☐ Grantee understands that it shall use its own procurement procedures which reflect applicable state and local laws and regulations, provided that procurements conform to the standards set forth in the HPF Grants Manual and Federal laws.

Method of Procurement (please select the procurement method used by the Grantee):

		Yes	No
☐	1. Small Purchase (acceptable for purchases under $250,000)		
	a. Solicitation for price quotes was approved by THC.	☐	☐
	b. Price quotes were obtained from an adequate number of qualified sources.	☐	☐
☐	2. Competitive Sealed Bids	**Yes**	**No**
	a. Request for Proposals (RFP) was approved by THC.	☐	☐
	b. RFP was formally advertised.	☐	☐
	c. Sufficient time was given prior to date set for bid opening (~20-30 days).	☐	☐
	d. Bids were solicited from an adequate number of known suppliers	☐	☐

		Yes	No
☐	3. Competitive Negotiation		
	a. Request for Proposals (RFP) was approved by THC.	☐	☐
	b. Proposals were solicited from an adequate number of known suppliers	☐	☐
	c. RFP was publicized.	☐	☐
☐	4. Noncompetitive Negotiation (select the applicable circumstance and provide a detailed explanation justifying the Grantee's procurement method)	**Yes**	**No**
	a. The item is available only from a single source;	☐	☐
	b. Public exigency or emergency;	☐	☐
	c. THC and National Park Service (NPS) authorized, in writing, noncompetitive negotiation because of compelling special circumstances; or,	☐	☐
	d. After solicitation of a number of sources, competition was determined inadequate.	☐	☐

PROJECT MANAGER CERTIFICATION:

_____

Signature

_____

Typed Name and Title

_____

Date

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-3

Date: December 10, 2025

Subject: Request that the City Council consider authorizing the City Manager to approve a construction contract for a Capital Improvement Project (CIP) contract with JAAY Concrete Paving, Inc. for the City of Tyler Pedestrian Access project, for $584,661.50, Bid No. 25-083.

Item Reference:

The City of Tyler MPO completed a Pedestrian Access Study and Active Tyler Transportation Plan that studied and recommended additional sidewalk projects to improve pedestrian access across the city. Additionally, the City of Tyler Engineering Department regularly receives and tracks citizen input for sidewalk improvements and repairs.

The 2024 Half Cent Sales Tax Work Plan includes a recurring annual program for pedestrian access improvements. Design services began in the summer of 2024 with MHS Design and Planning. Engineering worked with Transit and narrowed the project down to nine (9) areas that were included in this project and fit within the 2024 annual budget. The 2024 Pedestrian Access Project targets better access to various transit stops and safer pedestrian access to parks.

In October 2024 these projects were bid; however, the apparent low bidder was not able to meet City contracting requirements after receiving approvals from the Half-Cent Sales Tax Board and the City Council. These projects were repackaged with additional pedestrian access improvement projects, combining funding from the 2024 and 2025 Annual Work Plans.

This project was advertised for bids on September 28, 2025, and bids were opened on October 28, 2025. Ten bids were received, ranging from $584,661.50 to $879,092.00. The three lowest bidders are summarized below; amounts include the base bid and the add alternate bid.

* JAAY Concrete Paving, Inc. = $584,661.50
* Kitching and Company = $615,422.62
* Texas Chile = $674,079.25

The Engineer's Opinion of Probable Cost was $750,000.00.

MHS Planning and Design checked references and qualification documents for JAAY Concrete Paving, Inc. Based on their results, JAAY Concrete Paving, Inc., was determined to be a qualified bidder.

Funding - Half Cent Sales Tax

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to approve a construction contract for a Capital Improvement Project (CIP) contract with JAAY Concrete Paving, Inc. for the City of Tyler Pedestrian Access project, for $584,661.50, Bid No. 25-083.

Attachments:
Letter of Recommendation - Updated 2025-11-11
Bid Tabulation - 2025 City of Tyler Pedestrian Access 1

Drafted/Recommended By:
Department Leader Darin Jennings, PE, City Engineer

Edited/Submitted By:
City Manager

2025 City of Tyler Pedestrian Access

Letter of Recommendation

November 10, 2025

Name: Darin Jennings, P.E.

Title: City Engineer

City of Tyler

RE: 2025 City of Tyler Pedestrian Access - Letter of Recommendation

Dear Mr. Jennings,

On October 28, 2025, the City of Tyler Engineering Department received ten bid proposals for the 2025 City of Tyler Pedestrian Access project. The bid results were read yesterday at 2:00 PM in the Council Chambers, 212 North Bonner, City Hall, 2nd Floor, and are listed below:

- Jaay Concrete Paving, Inc. – $570,661.50 (Alternate: $14,000.00)
- Kitching and Co, LLC – $575,422.62 (Alternate: $40,000.00)
- Reynolds and Kay, Ltd. – $656,679.25 (Alternate: $17,400.00)
- Texas Chile – $658,248.54 (Alternate: $14,000.00)
- Thomas II Development, LLC – $711,576.00 (Alternate: $10,000.00)
- Precision Civil, LLC – $725,460.50 (Alternate: $12,000.00)
- A-10 Construction – $742,755.50 (Alternate: $10,000.00)
- Tight Line Construction, LLC – $765,681.75 (Alternate: $21,700.00)
- Schumacker Construction Services, LLC – $804,700.00 (Alternate: $13,500.00)
- Cam-Crete Construction, Inc. – $864,092.00 (Alternate: $15,000.00)

The bid form included one applicable alternate described as follows: Rectangular Rapid Flashing Beacon (RRFB), including but not limited to materials, delivery, and installation, complete and in place per the plans and specifications. The total base bids with alternate pricing are listed below:

- Jaay Concrete Paving, Inc. – $584,661.50
- Kitching and Co, LLC – $615,422.62
- Reynolds and Kay, Ltd. – $674,079.25
- Texas Chile – $672,248.54
- Thomas II Development, LLC – $721,576.00
- Precision Civil, LLC – $737,460.50
- A-10 Construction – $752,755.50
- Tight Line Construction, LLC – $787,381.75
- Schumacker Construction Services, LLC – $818,200.00
- Cam-Crete Construction, Inc. – $879,092.00

Note: Upon review of the bid tabulation, minor arithmetic discrepancies were noted and corrected in accordance with standard procedures. The corrected total does not alter the ranking of bidders.

Based on the City's desire to accept the total amount, including the base bid and alternate bid, the lowest bidder is Jaay Concrete Paving in the total amount of $584,661.50. After reviewing the bid packets and consulting past references regarding Jaay Concrete Paving's work ethic, communication, and project quality, we are confident they possess the qualifications and experience necessary to successfully complete this project. Based on this evaluation, I recommend that the City of Tyler award the construction contract to Jaay Concrete Paving in the amount of $584,661.50.

Sincerely,

William Spencer

Client: City of Tyler				Jaay Concrete Paving, Inc.			Kitching and Co, LLC			Reynolds and Kay, Ltd			Texas Chile			Thomas II Development, LLC			Precision Civil, LLC			A-10 Construction			Tight Line Construction, LLC			Schumacker Construction Services, LLC			Cam-Crete Construction, Inc.		
Project: 2025 Tyler Pedestrian				Bid Form?	Addenda?	Qualifications?	Bid Form?	Addenda?	Qualifications?	Bid Form?	Addenda?	Qualifications?	Bid Form?	Addenda?	Qualifications?	Bid Form?	Addenda?	Qualifications?	Bid Form?	Addenda?	Qualifications?	Bid Form?	Addenda?	Qualifications?	Bid Form?	Addenda?	Qualifications?	Bid Form?	Addenda?	Qualifications?	Bid Form?	Addenda?	Qualifications?
Description: The following bid items to include all labor, tools, equipment, superintendence, materials and any other requisite necessary to perform the work stated in accordance with the plans & specifications, complete and in place.				Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Item #	**Quantity**	**Unit**	**Item Description & Written Price**	**Item #**	**Unit Price**	**Total**	**Item #**	**Unit Price**	**Total**	**Item #**	**Unit Price**	**Total**	**Item #**	**Unit Price**	**Total**	**Item #**	**Unit Price**	**Total**	**Item #**	**Unit Price**	**Total**	**Item #**	**Unit Price**	**Total**	**Item #**	**Unit Price**	**Total**	**Item #**	**Unit Price**	**Total**	**Item #**	**Unit Price**	**Total**
1	1	LS	Mobilization/Demobilization for the Project, including but not limited to project start-up and delivery of equipment _____ Dollars _____ Cents	1	$20,000.00	$20,000.00	1	$12,544.00	$12,544.00	1	$60,000.00	$60,000.00	1	$10,000.00	$10,000.00	1	$25,000.00	$25,000.00	1	$37,000.00	$37,000.00	1	$30,000.00	$30,000.00	1	$30,000.00	$30,000.00	1	$62,530.00	$62,530.00	1	$15,000.00	$15,000.00
2	1	LS	General Conditions, including but not limited to project management, supervision, administration , bonds, insurance, and overhead _____ Dollars _____ Cents	2	$25,000.00	$25,000.00	2	$15,052.80	$15,052.80	2	$30,000.00	$30,000.00	2	$30,000.00	$30,000.00	2	$75,000.00	$75,000.00	2	$20,050.00	$20,050.00	2	$90,000.00	$90,000.00	2	$55,000.00	$55,000.00	2	$22,500.00	$22,500.00	2	$4,500.00	$4,500.00
3	1	LS	Traffic Control, including but not limited to signage, cones, barrels, delineators, barriers, and flaggers, complete and in place per the plans and specifications _____ Dollars _____ Cents	3	$10,000.00	$10,000.00	3	$31,673.60	$31,673.60	3	$10,000.00	$10,000.00	3	$15,000.00	$15,000.00	3	$40,000.00	$40,000.00	3	$82,000.00	$82,000.00	3	$30,000.00	$30,000.00	3	$33,000.00	$33,000.00	3	$60,750.00	$60,750.00	3	$8,500.00	$8,500.00
4	1	LS	Storm Water Pollution Prevention Plan, including but not limited to site preparation, erosion control, and maintenance, complete and in place per the plans and specifications _____ Dollars _____ Cents	4	$5,000.00	$5,000.00	4	$1,254.40	$1,254.40	4	$1,000.00	$1,000.00	4	$10,000.00	$10,000.00	4	$2,500.00	$2,500.00	4	$5,000.00	$5,000.00	4	$10,000.00	$10,000.00	4	$12,000.00	$12,000.00	4	$3,770.00	$3,770.00	4	$6,500.00	$6,500.00
5	1	LS	Inlet Protection, including all labor, materials, installation, maintenance, cleaning, removal, and incidental work necessary to provide complete inlet protection as required by the project and specifications _____ Dollars _____ Cents	5	$2,000.00	$2,000.00	5	$2,242.36	$2,242.36	5	$2,000.00	$2,000.00	5	$2,000.00	$2,000.00	5	$5,000.00	$5,000.00	5	$5,000.00	$5,000.00	5	$14,000.00	$14,000.00	5	$7,500.00	$7,500.00	5	$4,744.00	$4,744.00	5	$4,000.00	$4,000.00
6	1	LS	Silt Fence, including all labor, materials, installation, maintenance, cleaning, removal, and incidental work necessary to provide complete erosion control as required by the project and specifications _____ Dollars _____ Cents	6	$5,500.00	$5,500.00	6	$16,820.00	$16,820.00	6	$10,000.00	$10,000.00	6	$4,000.00	$4,000.00	6	$10,000.00	$10,000.00	6	$24,000.00	$24,000.00	6	$25,000.00	$25,000.00	6	$13,500.00	$13,500.00	6	$24,750.00	$24,750.00	6	$4,000.00	$4,000.00
7	1	LS	Clearing and grubbing of the project site, including but not limited to removal and disposal of vegetation, trees, stumps, roots, organic material, debris, and unsuitable material, in accordance with the plans and specifications. _____ Dollars _____ Cents	7	$12,000.00	$12,000.00	7	$7,112.66	$7,112.66	7	$6,000.00	$6,000.00	7	$15,000.00	$15,000.00	7	$20,000.00	$20,000.00	7	$70,000.00	$70,000.00	7	$25,000.00	$25,000.00	7	$20,000.00	$20,000.00	7	$42,750.00	$42,750.00	7	$5,000.00	$5,000.00
8	1	LS	Site Grading, including but not limited to excavation and backfill, complete and in place per the plans and specifications _____ Dollars _____ Cents	8	$56,000.00	$56,000.00	8	$6,173.87	$6,173.87	8	$18,000.00	$18,000.00	8	$10,000.00	$10,000.00	8	$15,000.00	$15,000.00	8	$35,000.00	$35,000.00	8	$25,000.00	$25,000.00	8	$25,000.00	$25,000.00	8	$75,000.00	$75,000.00	8	$4,500.00	$4,500.00
9	3	EA	Tree Protection, including but not limited to materials, installation, maintenance, and cleaning, complete and in place per the plans and specifications _____ Dollars _____ Cents	9	$300.00	$900.00	9	$940.80	$2,822.40	9	$2,000.00	$6,000.00	9	$300.00	$900.00	9	$670.00	$2,010.00	9	$500.00	$1,500.00	9	$2,000.00	$6,000.00	9	$750.00	$2,250.00	9	$575.00	$1,725.00	9	$750.00	$2,250.00
10	10333	SF	Remove & Dispose of Existing Pavement, including but not limited to the removal and disposal of existing sidewalk pavement and asphalt pavement. Complete and in place per the plans and specifications _____ Dollars _____ Cents	10	$2.50	$25,832.50	10	$3.16	$32,652.28	10	$2.50	$25,832.50	10	$2.00	$20,666.00	10	$6.77	$69,954.41	10	$3.00	$30,999.00	10	$4.00	$41,332.00	10	$4.00	$41,332.00	10	$8.00	$82,664.00	10	$3.00	$30,999.00
11	276	LF	Remove & Dispose of Existing Curb and Gutter, including but not limited to the removal and disposal of curb and gutter. Complete and in place per the plans and specifications _____ Dollars _____ Cents	11	$10.00	$2,760.00	11	$61.36	$16,935.36	11	$18.00	$4,968.00	11	$13.00	$3,588.00	11	$25.00	$6,900.00	11	$4.00	$1,104.00	11	$25.00	$6,900.00	11	$60.00	$16,560.00	11	$8.00	$2,208.00	11	$18.00	$4,968.00
12	20693	SF	4" Concrete Sidewalk, including but not limited to subgrade preparation, reinforcing steel, concrete, saw joints, longitudinal butt joints, and expansion joints, complete and in place per the plans and specifications _____ Dollars _____ Cents	12	$9.50	$196,583.50	12	$7.74	$160,163.82	12	$10.00	$206,930.00	12	$12.00	$248,316.00	12	$9.66	$199,894.38	12	$8.00	$165,544.00	12	$8.00	$165,544.00	12	$10.50	$217,276.50	12	$8.00	$165,544.00	12	$20.00	$413,860.00
13	2147	SF	6" Concrete Sidewalk, including but not limited to subgrade preparation, reinforcing steel, concrete, saw joints, longitudinal butt joints, and expansion joints, complete and in place per the plans and specifications _____ Dollars _____ Cents	13	$10.50	$22,543.50	13	$9.44	$20,267.68	13	$13.00	$27,911.00	13	$14.00	$30,058.00	13	$13.00	$27,911.00	13	$8.50	$18,249.50	13	$8.50	$18,249.50	13	$15.00	$32,205.00	13	$10.00	$21,470.00	13	$20.50	$44,013.50
14	760	SF	6" Concrete Driveway with Curb, including but not limited to subgrade preparation, reinforcing steel, concrete, saw joints, longitudinal butt joints, and expansion joints, complete and in place per the plans and specifications _____ Dollars _____ Cents	14	$11.00	$8,360.00	14	$14.38	$10,928.80	14	$20.00	$15,200.00	14	$35.00	$26,600.00	14	$16.00	$12,160.00	14	$9.00	$6,840.00	14	$11.00	$8,360.00	14	$20.00	$15,200.00	14	$12.00	$9,120.00	14	$22.00	$16,720.00
15	750	SF	6" Concrete Bus Stop Pad, including but not limited to subgrade preparation, reinforcing steel, concrete, saw joints, longitudinal butt joints, and expansion joints, complete and in place per the plans and specifications _____ Dollars _____ Cents	15	$10.50	$7,875.00	15	$18.78	$14,085.00	15	$16.00	$12,000.00	15	$15.00	$11,250.00	15	$16.00	$12,000.00	15	$12.00	$9,000.00	15	$8.50	$6,375.00	15	$13.50	$10,125.00	15	$12.00	$9,000.00	15	$20.00	$15,000.00
16	297	SF	6" Stamped (Brick) Concrete, including but not limited to subgrade preparation, reinforcing steel, concrete, stamped brick, saw joints, longitudinal butt joints, and expansion joints, complete and in place per the plans and specifications _____ Dollars _____ Cents	16	$16.00	$4,752.00	16	$31.55	$9,370.35	16	$40.00	$11,880.00	16	$25.00	$7,425.00	16	$20.00	$5,940.00	16	$35.00	$10,395.00	16	$20.00	$5,940.00	16	$25.00	$7,425.00	16	$14.00	$4,158.00	16	$35.00	$10,395.00
17	40	FF	Retaining Wall, including but not limited to subgrade preparation, reinforcing steel, concrete, saw joints, longitudinal butt joints, and expansion joints, complete and in place per the plans and specifications _____ Dollars _____ Cents	17	$150.00	$6,000.00	17	$322.63	$12,905.20	17	$150.00	$6,000.00	17	$80.00	$3,200.00	17	$100.00	$4,000.00	17	$200.00	$8,000.00	17	$150.00	$6,000.00	17	$200.00	$8,000.00	17	$25.00	$1,000.00	17	$125.00	$5,000.00

18	1193	SF	6" Asphalt Paving, including but not limited to saw-cutting, removal of ex. pavement, subgrade preparation, asphalt, compaction, butt joint, complete and in place per the plans and specifications _____ Dollars _____ Cents	18	$12.00	$14,316.00	18	$29.30	$34,954.90	18	$11.00	$13,123.00	18	$15.00	$17,895.00	18	$15.00	$17,895.00	18	$13.00	$15,509.00	18	$10.00	$11,930.00	18	$16.00	$19,088.00	18	$10.00	$11,930.00	18	$18.00	$21,474.00
19	25	EA	Curbed Barrier Free Ramps, including but not limited to excavation, subgrade preparation, reinforcing steel, concrete, saw joints, longitudinal butt joints, and expansion joints, complete and in place per the plans and specifications, complete and in place per the plans and specifications _____ Dollars _____ Cents	19	$2,650.00	$66,250.00	19	$2,932.03	$73,300.75	19	$3,700.00	$92,500.00	19	$3,500.00	$87,500.00	19	$2,000.00	$50,000.00	19	$2,800.00	$70,000.00	19	$3,000.00	$75,000.00	19	$4,200.00	$105,000.00	19	$2,750.00	$68,750.00	19	$4,500.00	$112,500.00
20	25225	SF	SOD to match existing site SOD, including but not limited to finished grade, purchase, delivery, planting, watering, establishment, and warranty in accordance with the plans and specifications _____ Dollars _____ Cents	20	$1.00	$25,225.00	20	$1.56	$39,351.00	20	$1.15	$29,008.75	20	$2.00	$50,450.00	20	$2.00	$50,450.00	20	$1.75	$44,143.75	20	$3.00	$75,675.00	20	$1.29	$32,540.25	20	$3.00	$75,675.00	20	$3.00	$75,675.00
21	225	SF	Remove & Palletize Existing Brick, including but not limited to the removal of existing brick. Complete and in place per the plans and specifications _____ Dollars _____ Cents	21	$2.00	$450.00	21	$6.61	$1,487.25	21	$60.00	$13,500.00	21	$4.00	$900.00	21	$10.00	$2,250.00	21	$22.25	$5,006.25	21	$40.00	$9,000.00	21	$25.00	$5,625.00	21	$14.00	$3,150.00	21	$3.50	$787.50
22	178	LF	Pedestrian Crosswalk Striping, including but not limited to delivery and installation, complete and in place per the plans and specifications _____ Dollars _____ Cents	22	$13.00	$2,314.00	22	$11.63	$2,070.14	22	$17.00	$3,026.00	22	$8.43	$1,500.54	22	$20.00	$3,560.00	22	$40.00	$7,120.00	22	$25.00	$4,450.00	22	$35.00	$6,230.00	22	$4.00	$712.00	22	$25.00	$4,450.00
23	200	SF	Parking Striping, including but not limited to delivery and installation, complete and in place per the plans and specifications _____ Dollars _____ Cents	23	$5.00	$1,000.00	23	$6.27	$1,254.00	23	$9.00	$1,800.00	23	$10.00	$2,000.00	23	$20.00	$4,000.00	23	$20.00	$4,000.00	23	$15.00	$3,000.00	23	$10.00	$2,000.00	23	$4.00	$800.00	23	$20.00	$4,000.00
24	1	AL	Construction Allowance _____ Dollars _____ Cents	24	$50,000.00	$50,000.00	24	$50,000.00	$50,000.00	24	$50,000.00	$50,000.00	24	$50,000.00	$50,000.00	24	$50,000.00	$50,000.00	24	$50,000.00	$50,000.00	24	$50,000.00	$50,000.00	24	$50,000.00	$50,000.00	24	$50,000.00	$50,000.00	24	$50,000.00	$50,000.00
1(ALT)	2	EA	Rectangular Rapid Flashing Beacon (RRFB), including but not limited to materials, delivery, and installation, complete and in place per the plans and specifications _____ Dollars _____ Cents	1(ALT)	$7,000.00	$14,000.00	1(ALT)	$20,000.00	$40,000.00	1(ALT)	$8,700.00	$17,400.00	1(ALT)	$7,000.00	$14,000.00	1(ALT)	$5,000.00	$10,000.00	1(ALT)	$6,000.00	$12,000.00	1(ALT)	$5,000.00	$10,000.00	1(ALT)	$10,850.00	$21,700.00	1(ALT)	$6,750.00	$13,500.00	1(ALT)	$7,500.00	$15,000.00
				Base Total	$570,661.50		Base Total	$575,422.62		Base Total	$656,679.25		Base Total	$658,248.54		Base Total	$711,424.79		Base Total	$725,460.50		Base Total	$742,755.50		Base Total	$766,856.75		Base Total	$804,700.00		Base Total	$864,092.00	
				Add Alt. Total	$14,000.00		Add Alt. Total	$40,000.00		Add Alt. Total	$17,400.00		Add Alt. Total	$14,000.00		Add Alt. Total	$10,000.00		Add Alt. Total	$12,000.00		Add Alt. Total	$10,000.00		Add Alt. Total	$21,700.00		Add Alt. Total	$13,500.00		Add Alt. Total	$15,000.00	
				Ult. Total	$584,661.50		Ult. Total	$615,422.62		Ult. Total	$674,079.25		Ult. Total	$672,248.54		Ult. Total	$721,424.79		Ult. Total	$737,460.50		Ult. Total	$752,755.50		Ult. Total	$788,556.75		Ult. Total	$818,200.00		Ult. Total	$879,092.00	

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-4

Date: December 10, 2025

Subject: Request that the City Council consider authorizing the City Manager to renew/award the Medical and Pharmacy Stop-Loss contract to Voya (incumbent) for the calendar year starting January 1, 2026.

Item Reference: **Request for Proposals (RFP) #25-003 for January 1, 2025, renewal**

On December 11, 2024 the City Council voted to award the Medical and Pharmacy Stop-Loss contract with Voya for the calendar year starting January 1, 2025. The City did a thorough RFP process for January 1, 2025 awarding the bid to Voya. During this year's renewal process Voya submitted a competitive renewal coming in with a decrease to current rates.

The RFP requested a 1-year contract with the option to renew for 4 additional 1-year periods. After reviewing claims data, Voya (incumbent) proposed a -8.30% decrease. This renewal was firm with final claims data through September. The renewal included a no new lasers contract and a 50% renewal rate cap. Other proposals included lasers or other contingencies.

Based on the estimated specific premium, aggregate premium, total estimated maximum liability, and options for coverage, we believe the Voya renewal is favorable.

The Medical and Pharmacy Stop-Loss premiums for calendar year 2025 are an estimated cost to be $1,000,687.68 based upon enrollment numbers as of November 2025. The projected calendar year 2026 cost for the Medical and Pharmacy Stop-Loss contract with Voya to the current plan is $917,591.64 with a specific individual deductible of $375,000. This premium price includes $29,500.80 for $1,000,000 of aggregate coverage for total combined claim exposure of above $21,671,603.76 for the calendar year based on current enrollment.

The Stop-Loss premium costs for the past four calendar years compared to the same enrollment count are as follows:

Calendar Year - Medical & Pharmacy Stop Loss
2022 - $701,527 ($375K deductible - Medical & Pharmacy)
2023 - $994,025 ($375K deductible - Medical & Pharmacy)
2024 - $902,410 ($375K deductible - Medical & Pharmacy)
2025 - $1,000,687.68 ($375K deductible - Medical & Pharmacy)
2026 - $917,591.64 ($375K deductible - Medical & Pharmacy)

The Stop-Loss reimbursements for the past four calendar years are as follows:

Calendar Year
2022 - $2,944,418
2023 - $0
2024 - $94,607.69
2025 - $0 (YTD - October)

FISCAL YEAR FUNDING: Fiscal Year premiums calculations below are based on three months of 2025 premium and nine months of 2026 premium. The Fiscal Year 2025-2026 budget for this insurance coverage is as follows:

Employee Medical Stop-Loss - 661-0180-419-0485: $1,084,094
Retiree Medical Stop-Loss - 761-0180-419-0485: $152,531
Total: $1,236,625

RECOMMENDATION:

It is recommended that the City Council award the Medical and Pharmacy Stop-Loss contract renewal to Voya for the calendar year starting January 1, 2026.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to renew/award the Medical and Pharmacy Stop-Loss contract to Voya (incumbent) for the calendar year starting January 1, 2026.

Attachments:
Council Communication. 12.10.2025. Stop Loss

Drafted/Recommended By:
Department Leader Regina Moss, Director of Organizational Development/Civil Service

Edited/Submitted By:
City Manager



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City of Tyler

Stop Loss Renewal Analysis
RFP# 25-003

December 10, 2025

TYLER

Presented by:
Lance Pendley– Senior Vice President / Dallas Employee Benefits Sales Leader

Discussion

Stop Loss RFP #25-003

Renewal Recap

Renewal Analysis

Recommendation



Recap & Overview - RFP #25-003 *(Effective 1.1.2025)*

- Request for Proposal for Stop Loss Insurance released in September 2024 for January 1st, 2025
  - Requested 1 year contract with the option to renew for 4 additional 1-year periods.

- 15 Insurance Carriers were sent the RFP
  - 1 declined
  - 10 could not firm up rates
  - 4 quotes

- Voya offered the most competitive terms for City of Tyler for the 2025 plan year with a 9.28% increase and a favorable, competitive renewal for the 2026 plan year at a -8.30% decrease

- Type of Contract with Voya (Renewal)
  - $375,000 Specific
  - 36/12 Contract
  - No new laser at renewal
  - 50% rate cap included at renewal
  - No current lasers

- Council approved an initial Voya Contract at the December 11, 2024 meeting

McGriff



Contract Review

Stop Loss CY & FY (Effective 1/1/2026)

		CY 2025	CY 2026	FY 24/25	FY 25/26
Stop Loss Carrier		**Voya**	**Voya**	**Voya**	**Voya**
TPA/Network		**UMR**	**UMR**	**UMR**	**UMR**
SPECIFIC RETENTION		**$375,000**	**$375,000**	**$375,000**	**$375,000**
Contract		24/12	36/12	36/12	36/12
Coverages		Medical + RX	Medical + RX	Medical + RX	Medical + RX
Lifetime Max Reimbursement		Unlimited	Unlimited	Unlimited	Unlimited
Specific Rates					
Single	383	$47.98	$41.19	$47.98	$41.49
Family	495	$125.40	$117.64	$125.40	$117.64
Composite	878	$91.63	$84.29	$91.63	$84.29
Specific Monthly Premium		**$80,449.34**	**$74,007.57**	**$78,587.39**	**$75,618.01**
Specific Annual Premium		**$965,392.08**	**$888,090.84**	**$943,048.68**	**$907,416.15**
Aggregate Rate					
Composite		$3.35	$2.80	$3.35	$2.80
Aggregate Monthly Premium		**$2,941.30**	**$2,458.40**	**$3,003.38**	**$2,579.13**
Aggregate Annual Premium		**$35,295.60**	**$29,500.80**	**$36,040.50**	**$30,949.50**
AGGREGATE RETENTION		$375,000	$375,000	$375,000	$375,000
Contract		24/12	24/12	36/12	36/12
Coverages		Medical + RX	Medical + RX	Medical + RX	Medical + RX
Run-In Limit		N/A	N/A	N/A	N/A
Maximum Reimbursement		$1,000,000	$1,000,000	$1,000,000	$1,000,000
Corridor		125%	125%	125%	125%
Aggregate Factors					
Composite		$1,917.88	$2,056.91	$1,917.88	$2,056.91
Monthly Attachment Factor		**$1,683,898.64**	**$1,805,966.98**	**$1,679,042.74**	**$1,775,449.90**
Annual Attachment Factor		**$20,206,783.68**	**$21,671,603.76**	**$20,148,512.91**	**$21,305,398.74**
Annual Difference		**-**	**$1,464,820.08**	**-**	**$1,156,885.83**
Percent Difference		**-**	**7.25%**	**-**	**5.74%**
TOTAL FIXED COSTS					
Total Monthly Premium		**$83,390.64**	**$76,465.97**	**$81,590.77**	**$78,197.14**
Total Annual Premium		**$1,000,687.68**	**$917,591.64**	**$979,089.18**	**$938,365.65**
Annual Difference		**-**	**($83,096.04)**	**-**	**($40,723.53)**
Percent Difference		**-**	**-8.30%**	**-**	**-4.16%**
Total Maximum Liability		**$21,207,471.36**	**$22,589,195.40**	**$21,127,602.09**	**$22,243,764.39**
Annual Difference		**-**	**$1,381,724.04**	**-**	**$1,116,162.30**
Percent Difference		**-**	**6.52%**	**-**	**5.28%**
Notes:		No New Lasers at renewal included with 50% rate cap	No New Lasers at renewal included with 50% rate cap	No New Lasers at renewal included with a 50% rate cap	No New Lasers at renewal included with a 50% rate cap

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Recommendation

- We are requesting City Council to award the following renewal
  - RFP #25-003
    - Award Stop Loss Renewal contract to Voya

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Never settle for less.

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CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-5

Date: December 10, 2025

Subject: Request that the City Council consider reviewing and accepting the Revenue and Expenditure Report for the period ending Sept 30, 2025.

Item Reference: **The Fiscal Year 2024-2025 Annual Budget**

The attached Revenue and Expenditure Report for the City of Tyler provides an overview of the General Fund and all major operating funds. These funds represent 70 percent of all FY 2024-2025 Budget appropriations. The remaining 30 percent consists of the Internal Service, Special Revenue, Utility Debt Service, Capital Projects, and Trust Funds.

Key Highlights:
- Comparison with Last Year: This report compares actual revenues and expenses to date with figures from the same period last year. Additionally, budgeted revenue and expenditures for the fiscal year are compared to current projections.

Projected Variances from Budget:

General Fund:
- Revenues are projected to be $1,034,853 more than budgeted, primarily due to increased sales tax.
- Total expenditures are projected to be $1,114,439 more than budgeted, largely driven by higher transfers to General Capital Projects for cash-funded initiatives and increased financial support for the Transit Fund

Water Utility Fund:
- Revenues are expected to be $3,836,069 less than budgeted for the fiscal year, primarily due to the current trend in rainfall.
- Total expenditures, including inter-fund transactions, are expected to be $4,214,546 less than budgeted due to savings in contingencies, salary savings, and chemical supplies savings in Water Plant, and unfinished projects for Water Plant and CD/CMOM.

Solid Waste Fund:
- Revenues are projected to be $1,275,397 less than budgeted for the fiscal year, primarily due to lower-than-expected collections in residential fees, special pick-up fees, commercial service fees, and roll-off collection fees.
- Expenditures are anticipated to be $729,922 under budget, including inter-fund transactions. This is primarily due to a $750,000 contingency in the residential budget, originally set aside to accommodate

delayed truck purchases.

Airport Fund:
- Revenues, including transfers from other funds, are projected to be $44,444 more than budgeted, reflecting a minimal variance that indicates collections are generally on track with expectations.
- Expenditures, including inter-fund transactions, are projected to be $265,689 less than budgeted, primarily due to savings in operations, wash bay maintenance, and transfers to cover the grant match.

Development Services Fund:
- Revenues are expected to be $257,398 more than budgeted for the fiscal year.
- Total expenditures, including inter-fund transactions, are expected to be $245,802 less than budgeted.

Hotel Occupancy Tax Fund:
- Revenues are expected to be $24,784 less than budgeted, reflecting a minimal variance that indicates collections are generally on track with expectations.
- Expenditures are expected to be $66,702 less than budgeted, a small difference that indicates spending remains in line with the adopted budget.

Employee Benefits Fund:
- Revenues are expected to be $92,525 more than budgeted, reflecting a minimal variance that shows collections are generally on track with expectations.
- Expenses are expected to be $392,792 less than budgeted due to lower-than-expected claims costs.

This comprehensive report provides an important update on the City of Tyler's fiscal performance for FY 2024-2025.

RECOMMENDATION:

Request that the City Council review and consider accepting the Revenue and Expenditure Report for the period ending Sept 30, 2025.

Attachments:
Sept 30 Financial Statements.pdf

Drafted/Recommended By:
Department Leader Lauren Justice, Controller

Edited/Submitted By:
City Manager

City of Tyler, Texas

Quarterly Revenue and Expenditure Report

For the Quarter Ended
Sept 30, 2025

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

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Unreserved Fund Balance				$ 1,459,327	$ 1,459,327
Operating Reserve				13,356,122	13,356,122
Beginning Fund Balance / Working Capital				**14,815,449**	**14,815,449**
Revenues					
Property Taxes	28,535,332	30,437,489	99.70%	30,528,410	30,437,489
Franchises	11,519,997	11,972,526	98.04%	12,211,595	11,972,526
Sales & Use Taxes	41,147,607	43,050,951	103.57%	41,566,339	43,050,951
Licenses & Permits	397,129	309,050	86.15%	358,724	309,050
Fines & Penalties	4,495,704	4,947,801	114.90%	4,306,200	4,947,801
Use of Money & Property	1,655,408	1,292,920	69.43%	1,862,196	1,292,920
Current Services	3,023,916	3,242,123	98.58%	3,288,779	3,242,123
Other Agencies	1,123,626	1,156,655	125.66%	920,454	1,156,655
Miscellaneous	527,308	394,213	54.29%	726,176	394,213
Total Revenues	**92,426,026**	**96,803,726**	**101.08%**	**95,768,873**	**96,803,726**
Expenditures					
General Government	8,407,651	8,606,998	98.94%	8,699,123	8,606,998
Police	36,489,992	37,606,702	100.07%	37,582,042	37,606,702
Police Grants	587,049	300,419	105.13%	285,753	300,419
Fire	25,565,310	26,214,572	103.48%	25,333,651	26,214,572
Fire Grants	513,909	831,360	162.96%	510,173	831,360
Public Services	8,279,048	8,796,235	92.39%	9,521,219	8,796,235
Parks and Recreation	4,956,822	5,168,768	98.02%	5,273,204	5,168,768
Library	2,096,539	2,165,807	99.04%	2,186,883	2,165,807
Municipal Court	2,205,149	2,518,265	97.02%	2,595,628	2,518,265
Total Expenditures	**89,101,470**	**92,209,127**	**100.24%**	**91,987,676**	**92,209,127**
Transfer In	-	-		-	-
Fair Plaza Fund (240)	-	-		-	-
(Transfer Out)	*(5,858,197)*	*(4,821,811)*		*(3,928,823)*	*(4,821,811)*
General Capital Projects (102)	(1,250,000)	(665,000)	950.00%	(70,000)	(665,000)
Quality Street Commitment Fund (103)	(2,045,688)	(2,228,712)	100.00%	(2,228,712)	(2,228,712)
Cemetery (204)	(325,000)	(325,000)	100.00%	(325,000)	(325,000)
TIF/ TIRZ #4 (217)	-	-		-	-
Transit (286)	(936,204)	(1,151,794)	134.90%	(853,806)	(1,151,794)
Property Facility (663)	(101,305)	(101,305)	100.00%	(101,305)	(101,305)
Productivity Fund (639)	(250,000)	-		-	-
Technology Admin (671)	(450,000)	(350,000)	100.00%	(350,000)	(350,000)
Fleet Fund (640)	(500,000)	-		-	-
Fair Parking Garage (240)	-	-		-	-
Rainy Day Fund (235)	-	-		-	-
Unreserved Fund Balance				869,672	756,869
Operating Reserve				13,798,151	13,831,369
Ending Fund Balance / Working Capital				**$ 14,667,823**	**$ 14,588,238**

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

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Property Taxes					
Current	$ 28,115,105	$ 30,078,454	99.90%	$ 30,108,410	$ 30,078,454
Delinquent	167,215	123,014	66.49%	185,000	123,014
Penalty and Interest	253,012	236,021	100.43%	235,000	236,021
Total Property Taxes	**28,535,332**	**30,437,489**	**99.70%**	**30,528,410**	**30,437,489**
Franchises					
Power and Light	4,601,509	4,735,318	102.40%	4,624,221	4,735,318
Natural Gas	1,045,751	1,025,368	98.06%	1,045,704	1,025,368
Telephone	472,637	434,935	82.84%	525,000	434,935
Cable Television	925,572	816,675	81.54%	1,001,517	816,675
Commercial Waste Hauler	1,186,745	1,157,431	95.32%	1,214,239	1,157,431
Water and Sewer Franchise	3,287,782	3,802,799	100.05%	3,800,914	3,802,799
Total Franchises	**11,519,997**	**11,972,526**	**98.04%**	**12,211,595**	**11,972,526**
Sales and Use Taxes					
Sales Taxes	40,475,723	42,370,919	103.59%	40,901,127	42,370,919
Mixed Drink Taxes	646,552	649,920	103.62%	627,212	649,920
Bingo Taxes	25,333	30,111	79.24%	38,000	30,111
Total Sales and Use Taxes	**41,147,607**	**43,050,951**	**103.57%**	**41,566,339**	**43,050,951**
Licenses and Permits					
Parking Meters	80,970	14,173	55.10%	25,724	14,173
Wrecker Permits	3,880	3,150	74.12%	4,250	3,150
Burglar Alarms	312,279	291,027	89.55%	325,000	291,027
ROW Permits	-	700	18.67%	3,750	700
Total Licenses and Permits	**397,129**	**309,050**	**86.15%**	**358,724**	**309,050**
Fines & Penalties					
Moving Violations	2,362,155	2,649,229	119.55%	2,216,000	2,649,229
Tax Fees	148,141	170,377	121.70%	140,000	170,377
Arrest Fees	107,299	120,596	112.71%	107,000	120,596
Administrative Fees	87,514	100,378	125.47%	80,000	100,378
Warrant Fees	323,987	325,539	102.69%	317,000	325,539
Child Safety	145,962	170,315	127.10%	134,000	170,315
Teen Court Fines	20	-		-	-
Court Security	-	-		-	-
Miscellaneous Court	66,064	62,417	104.03%	60,000	62,417
Time Payment Fees	-	-		-	-
Special Court Fees	821,323	877,502	103.11%	851,000	877,502
Collection Firm Fees	342,784	383,400	119.07%	322,000	383,400
Court Fee - Clearing	1,745	4,354		-	4,354
Partners for Youth	-	-		-	-
Omnibase Program	39,692	39,786	110.52%	36,000	39,786
Parking Fines	33,838	27,570	86.16%	32,000	27,570
Scofflaw	4,268	3,857	175.31%	2,200	3,857
Animal Fines	10,913	12,481	138.68%	9,000	12,481
Total Fines and Penalties	**4,495,704**	**4,947,801**	**114.90%**	**4,306,200**	**4,947,801**
Use of Money and Property					
Glass Center Rental	27,843	27,960	79.89%	35,000	27,960
Senior Citizen Rental	3,560	1,885	37.70%	5,000	1,885
Miscellaneous Rent	47,918	29,958	64.29%	46,600	29,958
Ballfield Concessions	-	2,667	106.69%	2,500	2,667
Glass Rec Concessions	893	1,026	68.39%	1,500	1,026
Fair Plaza Non-Tenant Parking	16,784	16,675	115.80%	14,400	16,675
Interest Earnings	1,558,410	1,212,748	69.02%	1,757,196	1,212,748
Total Use of Money and Property	**1,655,408**	**1,292,920**	**69.43%**	**1,862,196**	**1,292,920**

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

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Current Services					
Swimming Pool	23,470	27,167	108.67%	25,000	27,167
Fire Inspection	157,474	178,107	118.74%	150,000	178,107
Lot Mowing	44,443	33,444	54.70%	61,138	33,444
Glass Membership	74,215	79,141	105.52%	75,000	79,141
Copying Fees	15,883	16,732	111.55%	15,000	16,732
Utility Cuts	132,000	132,000	100.00%	132,000	132,000
Library Non Resident Fees	24,283	22,090	99.41%	22,222	22,090
Library Lost Books	3,643	3,234	134.76%	2,400	3,234
Library Fines	13,226	9,707	30.15%	32,200	9,707
Non Resident Internet Use	1,656	1,288	32.20%	4,000	1,288
Open Records	33,895	43,370	173.48%	25,000	43,370
Overhead Reimbursement - Fund 219	48,993	48,993	100.00%	48,993	48,993
1/2 Cent Administration Costs	343,263	524,702	100.00%	524,702	524,702
Overhead Reimbursement - Fund 502	1,441,250	1,470,075	100.00%	1,470,075	1,470,075
Overhead Reimbursement - Fund 560	266,857	272,914	100.26%	272,194	272,914
Softball Fees	3,835	2,600	43.33%	6,000	2,600
Basketball Fees	2,709	7,900	99.94%	7,905	7,900
Volleyball Fees	3,625	2,295	47.81%	4,800	2,295
Tournament Fees	-	-		-	-
Other Sports Fees	90	8,300	150.91%	5,500	8,300
Field Maintenance	114,438	151,743	130.08%	116,650	151,743
Recreation Classes/Events	58,851	44,586	74.31%	60,000	44,586
Faulkner Tennis Center	-	-		-	-
Animal Adoption Fees	14,480	13,100	43.67%	30,000	13,100
Animal Shelter Fees	6,130	5,680	31.55%	18,000	5,680
Fire Cost Recovery Fees	195,207	142,955	79.42%	180,000	142,955
Total Current Services	**3,023,916**	**3,242,123**	**98.58%**	**3,288,779**	**3,242,123**
Other Agencies					
State Government	16,454	23,955	92.14%	26,000	23,955
Income from Restitution	417	279	111.40%	250	279
Auto Theft Task Force	135,798	161,087	111.09%	145,000	161,087
School Crossing Guards	271,467	-		-	-
Comprehensive Traffic	67,993	81,968	109.65%	74,755	81,968
County Haz-Mat Service	5,726	5,692	94.87%	6,000	5,692
SHSP PD Grant	44,684	23,591	100.00%	23,591	23,591
Fire TCLEOSE Allocation	11	-	0.00%	1,000	-
State JAG Allocation	47,117	26,456	100.00%	26,455	26,456
COPS Grant	20,440	-		-	-
Federal JAG Allocation	37,416	28,802	84.71%	34,000	28,802
BJA Cares	-	-		-	-
Police Safety OOG	-	-	0.00%	99,475	-
AFG Grant	-	-		-	-
PSAP SC 911	-	94,239		-	94,239
SAFER Grant	476,102	657,348	135.84%	483,928	657,348
FEMA	-	13,787		-	13,787
TIFMAS Reimbursements	-	39,452		-	39,452
Coronavirus Relief Funds	-	-		-	-
Total Other Agencies	**1,123,626**	**1,156,655**	**125.66%**	**920,454**	**1,156,655**
Miscellaneous					
Miscellaneous	159,352	140,093	68.92%	203,276	140,093
Unclaimed Property Revenue	10,603	24,872	198.98%	12,500	24,872
Return Checks	175	225		-	225
Sale of Equipment	-	-	0.00%	400	-
Junk Vehicle Revenue	-	222		-	222
Methane Gas Sales	352,478	224,901	44.98%	500,000	224,901
Funeral Escorts	4,700	3,900	39.00%	10,000	3,900
Total Miscellaneous	**527,308**	**394,213**	**54.29%**	**726,176**	**394,213**
Total General Fund Revenues	**$ 92,426,026**	**$ 96,803,726**	**101.08%**	**$ 95,768,873**	**$ 96,803,726**

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

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
General Government					
General Government	$ 901,905	$ 1,016,837	99.77%	$ 1,019,138	$ 1,016,837
Outside Agencies	282,943	282,943	100.00%	282,943	282,943
GF Non-Dept Exp	2,725,812	2,539,745	97.35%	2,608,846	2,539,745
Innovation and Economic Development	10,196	13,185	96.47%	13,667	13,185
Finance	1,808,823	1,913,333	98.71%	1,938,303	1,913,333
Legal	1,402,291	1,477,939	102.32%	1,444,493	1,477,939
Communications	602,981	675,289	100.27%	673,491	675,289
Human Resources	672,701	687,728	95.75%	718,242	687,728
Total General Government	**8,407,651**	**8,606,998**	**98.94%**	**8,699,123**	**8,606,998**
Public Safety					
Police Services	36,489,992	37,606,702	100.07%	37,582,042	37,606,702
State JAG	47,117	26,458	100.01%	26,456	26,458
Federal JAG	37,416	28,931	85.09%	34,000	28,931
COPS Grant	254,568	33,128	169.54%	19,540	33,128
Auto Theft Task Force	231,494	187,948	101.18%	185,757	187,948
L.E. Education Grant	16,454	23,955	119.78%	20,000	23,955
Fire Services	25,565,310	26,214,572	103.48%	25,333,651	26,214,572
Fire SAFER Grant	513,909	757,025	148.39%	510,173	757,025
Fire TIFMAS	-	74,335		-	74,335
Total Public Safety	**63,156,260**	**64,878,719**	**101.83%**	**63,711,619**	**64,878,719**
Public Services					
Engineering Services	813,747	1,057,816	86.54%	1,222,401	1,057,816
Streets	3,245,085	3,493,583	93.28%	3,745,140	3,493,583
Traffic Operations	2,679,042	2,699,200	92.44%	2,919,948	2,699,200
Parking Garage	30,608	21,919	76.86%	28,520	21,919
Animal Services	1,510,566	1,523,716	94.92%	1,605,210	1,523,716
Total Public Services	**8,279,048**	**8,796,235**	**92.39%**	**9,521,219**	**8,796,235**
Parks & Recreation					
Administration	3,473,491	3,578,651	99.93%	3,581,206	3,578,651
Indoor Recreation	773,574	807,426	100.08%	806,744	807,426
Outdoor Recreation	297,081	334,802	85.02%	393,811	334,802
Median Maint/Arborist	412,676	447,889	91.14%	491,443	447,889
Total Parks & Recreation	**4,956,822**	**5,168,768**	**98.02%**	**5,273,204**	**5,168,768**
Library	**2,096,539**	**2,165,807**	**99.04%**	**2,186,883**	**2,165,807**
Municipal Court	**2,205,149**	**2,518,265**	**97.02%**	**2,595,628**	**2,518,265**
Total General Fund Expenditures	**$ 89,101,470**	**$ 92,134,792**	**100.16%**	**$ 91,987,676**	**$ 92,134,792**

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

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Beginning Fund Balance				**3,016,047**	**3,016,047**
Revenues					
Building Permits	2,068,539	1,754,455	116.46%	1,506,439	1,754,455
Electrical Permits	244,012	179,967	78.25%	230,000	179,967
Plumbing Permits	131,787	118,762	74.23%	160,000	118,762
Zoning Permits	79,698	81,257	85.53%	95,000	81,257
Mechanical Permits	100,151	94,311	104.79%	90,000	94,311
Cert. of Occupancy Fees	24,520	23,310	77.70%	30,000	23,310
Local TABC Fee	6,430	10,925	54.63%	20,000	10,925
Billboard Registration	16,320	15,130	100.56%	15,045	15,130
Sign Permits	30,765	30,725	76.81%	40,000	30,725
Contractor License	52,250	53,250	106.50%	50,000	53,250
House Moving Permits	-	300		-	300
Permit Fee - Clearing	-	-		-	-
Interest Earnings	201,434	223,044	446.09%	50,000	223,044
Copying/Printing Fees	123	56		-	56
Platting Fees	82,550	68,315	80.37%	85,000	68,315
Miscellaneous Income	-	75		-	75
Contractor Testing Fees	16,039	-		-	-
Subdivision Plan Review	31,000	35,000	58.33%	60,000	35,000
CLG Grant	-	-		-	-
Total Revenues	**3,085,618**	**2,688,882**	**110.59%**	**2,431,484**	**2,688,882**
Expenditures					
Planning and Zoning	893,501	1,393,106	89.60%	1,554,775	1,393,106
Building Services	1,592,561	1,610,843	95.04%	1,694,976	1,610,843
Total Expenditures	**2,486,062**	**3,003,949**	**92.44%**	**3,249,751**	**3,003,949**
Transfer Out	-	-		-	-
Productivity Fund (639)	-	-		-	-
Ending Fund Balance				**2,197,780**	**2,700,980**

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

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Unreserved Fund Balance				$ 10,470,358	$ 10,470,358
Operating Reserve				6,012,798	6,012,798
Beginning Fund Balance / Working Capital				**16,483,156**	**16,483,156**
Revenues					
Use of Money and Property	734,101	525,872	99.84%	526,734	525,872
Charges for Current Services	52,617,597	63,422,976	94.17%	67,351,360	63,422,976
Miscellaneous Income	306,418	150,977	261.21%	57,800	150,977
Total Revenues	**53,658,116**	**64,099,825**	**94.35%**	**67,935,894**	**64,099,825**
Expenditures					
741 Administration	5,619,783	6,238,125	91.22%	6,838,318	6,238,125
742 Water Office	3,496,987	3,577,273	115.23%	3,104,409	3,577,273
743 Water Distribution	5,160,594	4,826,736	92.19%	5,235,558	4,826,736
744 Water Plant	9,540,052	8,465,709	79.28%	10,677,624	8,465,709
745 Waste Collection	4,060,667	3,998,989	93.38%	4,282,510	3,998,989
746 Waste Treatment	6,117,400	6,394,821	97.61%	6,551,330	6,394,821
747 Lake Tyler	1,250,697	1,392,822	91.29%	1,525,658	1,392,822
749 GIS	1,372,167	1,332,344	97.41%	1,367,712	1,332,344
1741 Purchasing	329,912	324,553	100.87%	321,763	324,553
1745 CD/CMOM (Regulatory Monitoring)	5,122,532	3,947,835	83.04%	4,754,336	3,947,835
1746 Sludge Disposal	1,468,474	2,025,975	97.38%	2,080,510	2,025,975
Total Expenditures	**43,539,264**	**42,525,182**	**90.98%**	**46,739,728**	**42,525,182**
Transfer In	-	-		-	-
(Transfer Out)	*(13,111,721)*	*(22,094,857)*		*(22,094,857)*	*(22,094,857)*
Economic Development Fund (208)	(175,000)	(175,000)	100.00%	(175,000)	(175,000)
Utilities Capital Fund (503)	(5,500,000)	(14,483,136)	100.00%	(14,483,136)	(14,483,136)
Productivity Fund (639)	(250,000)	(250,000)	100.00%	(250,000)	(250,000)
Property and Facility Fund (663)	(50,653)	(50,653)	100.00%	(50,653)	(50,653)
Debt Service Fund (504)	(6,686,068)	(6,686,068)	100.00%	(6,686,068)	(6,686,068)
Technology Fund (671)	(450,000)	(450,000)	100.00%	(450,000)	(450,000)
General Capital Fund (102)	-	-		-	-
Unreserved Fund Balance				8,573,506	9,584,165
Operating Reserve				7,010,959	6,378,777
Ending Fund Balance / Working Capital				**$ 15,584,465**	**$ 15,962,942**

Water Utilities Fund(502)
Statement of Revenues
Fiscal Year 2024-2025

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Use of Money and Property					
Lake Tyler Lot Rental	71,389	89,127	122.76%	72,604	$ 89,127
Lake Tyler Marina	45,135	44,412	134.05%	33,130	44,412
Barge Concession	28,779	25,738	122.56%	21,000	25,738
Interest Earnings	588,798	366,595	91.65%	400,000	366,595
Total Use of Money and Property	**734,101**	**525,872**	**99.84%**	**526,734**	**525,872**
Charges for Current Services					
Meter Activation	314,280	331,455	82.86%	400,000	331,455
Water Service	91,115	176,559	88.28%	200,000	176,559
Sewer Service	110,290	160,492	106.99%	150,000	160,492
Sewer Activation	10,959	14,092	85.40%	16,500	14,092
EMS Billing Fees	7,953	7,953	100.01%	7,953	7,953
Water System Fee	118,894	119,323	101.71%	117,321	119,323
Meter Set & Test Fees	21,558	36,900	194.21%	19,000	36,900
Plug Fee	1,200	1,300	17.33%	7,500	1,300
After Hrs./Additional Trip Fees	52,454	47,925	106.50%	45,000	47,925
Water Quality Fee	144,735	145,857	99.71%	146,286	145,857
Current Water Sales	25,684,376	29,931,954	90.53%	33,064,216	29,931,954
Miscellaneous Water Sales	15,079	82,270	411.35%	20,000	82,270
Old Account Collection Fees	-	(1)		-	(1)
Reconnect Fees	393,150	420,900	107.92%	390,000	420,900
Overhead Reimbursment from Solid Waste Fund	347,884	344,386	100.00%	344,386	344,386
Sewer Charges	21,061,563	27,432,904	95.44%	28,743,208	27,432,904
Labor & Equipment	122,955	16,136	23.05%	70,000	16,136
Water Connect Fees	253,911	271,850	106.61%	255,000	271,850
Septic Tank Dumping Fees	1,302,347	1,589,955	143.89%	1,105,000	1,589,955
Wholesale Water Sales	1,799,034	1,551,389	103.43%	1,500,000	1,551,389
Late Notice Fees	525,438	489,708	97.94%	500,000	489,708
Fire Line Charges	193,502	192,554	99.83%	192,875	192,554
Overhead Reimbursment from Storm Water Fund	44,918	57,115	100.00%	57,115	57,115
Total Charges for Current Services	**52,617,597**	**63,422,976**	**94.17%**	**67,351,360**	**63,422,976**
Miscellaneous					
Miscellaneous Income	267,138	103,207	344.02%	30,000	103,207
Lake Tyler East Registration	2,670	2,690	96.07%	2,800	2,690
Returned Check Fees	36,610	45,080	180.32%	25,000	45,080
Total Miscellaneous	**306,418**	**150,977**	**261.21%**	**57,800**	**150,977**
Total Revenues	**$ 53,658,116**	**$ 64,099,825**	**94.35%**	**$ 67,935,894**	**$ 64,099,825**

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

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Operating Reserve				2,708,427	2,708,427
Unreserved Fund Balance				(2,109,914)	(2,109,914)
Beginning Fund Balance / Working Capital				**598,513**	**598,513**
Revenues					
Interest and Rental Income	6,272	9,461	189.22%	5,000	9,461
Charges for Residential Serv.	9,562,968	9,725,476	94.67%	10,272,855	9,725,476
Charges for Commercial Serv.	4,907,840	5,212,461	96.64%	5,393,886	5,212,461
Recycle Sales	75,425	79,604	113.72%	70,000	79,604
Roll-Off	1,719,189	1,836,708	87.46%	2,100,000	1,836,708
Miscellaneous	1,751,542	1,196,096	80.09%	1,493,462	1,196,096
Total Revenues	**18,023,236**	**18,059,806**	**93.40%**	**19,335,203**	**18,059,806**
Expenditures					
Administration	2,291,235	2,082,991	97.63%	2,133,526	2,082,991
Residential Collection	8,661,148	7,002,270	94.75%	7,390,083	7,002,270
Commercial Collection	5,588,737	5,430,380	98.41%	5,518,390	5,430,380
Keep Tyler Beautiful	186,237	219,003	99.92%	219,176	219,003
Code Enforcement	1,314,171	1,398,863	106.31%	1,315,797	1,398,863
Total Expenditures	**18,041,528**	**16,133,507**	**97.32%**	**16,576,972**	**16,133,507**
(Transfer Out)	*(1,229,933)*	*(1,175,653)*	*100.00%*	*(1,175,653)*	*(1,175,653)*
Economic Development Fund (208)	-	-		-	-
SW Capital Fund (562)	(879,280)	(825,000)	100.00%	(825,000)	(825,000)
Productivity Fund (639)	(50,000)	(50,000)	100.00%	(50,000)	(50,000)
Property and Facility Fund (663)	(50,653)	(50,653)	100.00%	(50,653)	(50,653)
Technology Fund (671)	(250,000)	(250,000)	100.00%	(250,000)	(250,000)
Operating Reserve				2,486,546	2,420,026
Unreserved Fund Balance				(305,455)	(1,070,867)
Ending Fund Balance / Working Capital				**2,181,091**	**1,349,159**

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

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Use of Money and Property					
Rent - Miscellaneous	$ 9,985	$ 9,081	181.62%	$ 5,000	$ 9,081
Interest Earnings	(3,713)	380		-	380
Total Use of Money and Property	**6,272**	**9,461**	**189.22%**	**5,000**	**9,461**
Charges for Current Services					
Residential Sanitation Fees	9,443,115	9,666,634	95.12%	10,162,855	9,666,634
Special Pickup Revenue	119,854	58,842	53.49%	110,000	58,842
Commercial Fees	4,907,840	5,212,461	96.64%	5,393,886	5,212,461
Roll-Off Collection Fees	1,719,189	1,836,708	87.46%	2,100,000	1,836,708
Total Charges for Current Services	**16,189,997**	**16,774,645**	**94.42%**	**17,766,741**	**16,774,645**
Recycle Sales					
Recycle Sales	75,425	79,604	113.72%	70,000	79,604
Total Recycle Sales	**75,425**	**79,604**	**113.72%**	**70,000**	**79,604**
Miscellaneous Income					
Landfill Royalty Fee	1,045,507	891,110	93.80%	950,000	891,110
Miscellaneous Income	706,034	304,986	56.12%	543,462	304,986
Total Miscellaneous Income	**1,751,542**	**1,196,096**	**80.09%**	**1,493,462**	**1,196,096**
Total Revenues	**$ 18,023,236**	**$ 18,059,806**	**93.40%**	**$ 19,335,203**	**$ 18,059,806**

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

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Reserve for Construction				$ 300	$ 300
Reserve for Customer Facility				459,791	459,701
Unreserve Working Capital				1,215,746	1,215,746
Beginning Fund Balance				**1,675,837**	**1,675,747**
Revenues					
Use of Money and Property	1,271,657	1,297,849	110.81%	1,171,216	1,297,849
Current Service Charges	161,219	190,683	123.34%	154,600	190,683
Customer Facility Service Charges	131,150	129,422	129.42%	100,000	129,422
Miscellaneous Income	33,790	21,739	150.21%	14,472	21,739
Other Agencies	654,840	463,532	98.97%	468,372	463,532
Total Revenues	**2,252,655**	**2,103,225**		**1,908,660**	**2,103,225**
Expenditures					
Airport					
Operations	1,562,633	1,740,064	98.17%	1,772,424	1,740,064
Capital	-	-		-	-
Contingency	-	7,624	15.25%	50,000	7,624
Airport Total	**1,562,633**	**1,747,688**		**1,822,424**	**1,747,688**
Customer Facility					
Wash Bay Maintenance	14,884	1,846	18.46%	10,000	1,846
Wash Bay Debt Service	102,484	104,288	98.68%	105,680	104,288
Total Customer Facility	**117,368**	**106,134**		**115,680**	**106,134**
Total Expenditures	**1,680,002**	**1,853,822**		**1,938,104**	**1,853,822**
Transfer In	-	*72,000*		*72,000*	*72,000*
PFC (234)	-	72,000	100.00%	72,000	72,000
Transfer Out	*(37,000)*	*(55,714)*		*(87,000)*	*(55,714)*
Airport Grant Fund (525)	-	(18,714)	37.43%	(50,000)	(18,714)
Technology Fund (671)	(37,000)	(37,000)	100.00%	(37,000)	(37,000)
Productivity Fund (639)	-	-		-	-
Reserve for Construction				300	300
Reserve for Customer Facility				444,111	482,988
Unreserve Working Capital				1,186,982	1,458,147
Ending Fund Balance				**$ 1,631,393**	**$ 1,941,435**

Airport Operating Fund (524)
Revenue Detail
Fiscal Year 2024-2025

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Use of Money and Property					
Airline Facilities Rental	45,000	45,000	100.00%	45,000	45,000
Airport Long-Term Parking	500,867	506,371	110.80%	457,000	506,371
Interest Earnings	53,219	70,701	207.95%	34,000	70,701
Landing Fees	41,189	50,161	125.33%	40,022	50,161
Restaurant Concessions	12,513	10,395	109.42%	9,500	10,395
FAA Building Rental	62,196	73,862	125.18%	59,005	73,862
Car Leasing Rental	336,421	327,488	108.51%	301,800	327,488
Agricultural Lease	2,105	-	0.00%	1,693	-
Hangar Land Lease	151,381	154,121	96.64%	159,484	154,121
HAMM	15,000	15,000	100.00%	15,000	15,000
Common Use Fees	17,965	17,879	117.53%	15,212	17,879
Wash Bay Fees	18,798	19,764	171.86%	11,500	19,764
Non Aviation Land Lease	15,005	7,107	32.30%	22,000	7,107
Total Use of Money and Property	**1,271,657**	**1,297,849**		**1,171,216**	**1,297,849**
Current Service Charges					
Airport Fuel Flowage	74,946	81,964	113.84%	72,000	81,964
Customer Facility Charge	131,150	129,422	129.42%	100,000	129,422
Advertising Space Fees	86,273	108,719	131.62%	82,600	108,719
Total Current Service Charges	**292,368**	**320,105**	**125.73%**	**254,600**	**320,105**
Miscellaneous Income					
Miscellaneous Income	30,891	19,239	167.71%	11,472	19,239
Oil Leases and Royalties	2,899	2,500	83.32%	3,000	2,500
Total Miscellaneous Income	**33,790**	**21,739**	**150.21%**	**14,472**	**21,739**
Other Agencies					
ARPA - Airport	654,840	463,532	98.97%	468,372	463,532
CRRSSA Grant	-	-		-	-
Total Other Agencies	**654,840**	**463,532**	**98.97%**	**468,372**	**463,532**
Total Revenues	**2,252,655**	**2,103,225**	**110.19%**	**1,908,660**	**2,103,225**

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

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Unreserved Fund Balance				$ 3,302,673	$ 3,302,673
Reserve (2% Tax)				(1,744,905)	(1,744,905)
Beginning Fund Balance / Working Capital				**1,557,768**	**1,557,768**
Revenues					
7 % Occupancy Tax	3,513,356	3,414,652	99.06%	3,447,002	3,414,652
2 % Occupancy Tax	1,008,377	980,010	100.23%	977,807	980,010
Interest Earnings	5,147	15,168	101.12%	15,000	15,168
Texas Parks & Wildlife Grant	749,999	-		-	-
Misc Income	-	5,196		-	5,196
Donations	500,000	500,000	100.00%	500,000	500,000
Total Revenues	**5,776,879**	**4,915,025**		**4,939,809**	**4,915,025**
Expenditures					
Texas Rose Festival	15,000	15,000	100.00%	15,000	15,000
Discovery Place	32,400	25,000	100.00%	25,000	25,000
Symphony	50,000	45,000	100.00%	45,000	45,000
Museum of Art	35,000	30,000	100.00%	30,000	30,000
Historical Museum	13,500	10,000	100.00%	10,000	10,000
Visitors and Convention Bureau	754,500	737,000	100.00%	737,000	737,000
Tyler Civic Theatre	-	-		-	-
McClendon House	4,500	-		-	-
Historic Aviation Museum	13,500	13,000	100.00%	13,000	13,000
Texas Hotel & Lodging Dues	14,687	-		-	-
2% Convention Center Facility	3,606,476	336,798	100.30%	335,798	336,798
Sport Tyler Award	25,000	25,000	100.00%	25,000	25,000
Special Services	(52,693)	76,601	117.85%	65,000	76,601
Parking Lot Improvement	-	120,697	60.35%	200,000	120,697
Tournament Expenses	-	-		-	-
Contingencies	-	-		-	-
Total Expenditures	**4,511,870**	**1,434,096**		**1,500,798**	**1,434,096**
Transfers In	*2,375,000*	-		-	-
Half Cent (231)	-	-		-	-
Rainy Day Fund (235)	2,375,000	-		-	-
(Transfers Out)	*(3,118,600)*	*(3,596,002)*		*(3,596,002)*	*(3,596,002)*
Tourism Fund (219)	(2,500,000)	(2,977,002)	100.00%	(2,977,002)	(2,977,002)
Debt Service Fund (302)	(593,600)	(594,000)	100.00%	(594,000)	(594,000)
Property and Facility Management (663)	(25,000)	(25,000)	100.00%	(25,000)	(25,000)
(Roof Replacement Tourism)					
Unreserved Fund Balance				2,503,673	2,044,388
Reserve (2% Tax)				(1,102,896)	(601,693)
Ending Fund Balance / Working Capital				**$ 1,400,777**	**$ 1,442,695**

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

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Beginning Fund Balance / Working Capital				**$ 7,297,157**	**$ 7,297,157**
Revenues					
Oil Leases and Royalties	29,931	35,936	65.34%	55,000	35,936
Sale of Property	-	-		-	-
Interest Earnings	362,869	331,748	147.44%	225,000	331,748
Total Revenues	**392,800**	**367,684**		**280,000**	**367,684**
Expenditures					
Downtown Property Maintenance	-	-		-	-
Special Services	975,000	-		-	-
Building Improvements	-	-		-	-
Contingencies	-	-	0.00%	100,000	-
Total Expenditures	**975,000**	**-**		**100,000**	**-**
Transfers In	-	-		-	-
General Fund (101)	-	-		-	-
(Transfers Out)	*(2,375,000)*	-		-	-
Hotel Tax Fund (211)	(2,375,000)	-		-	-
General Capital Projects Fund (102)	-	-		-	-
Ending Fund Balance / Working Capital				**$ 7,477,157**	**$ 7,664,841**

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

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Beginning Fund Balance				**11,748**	**11,748**
Revenues					
Transit Fees	172,635	174,715	97.06%	180,000	174,715
Advertising	25,835	16,260	108.40%	15,000	16,260
Bus Sales and Other Income	9,359	72,105	1162.98%	6,200	72,105
Donations	162,088	15,454	14.72%	105,000	15,454
State Grant	3,911,807	2,887,257	80.82%	3,572,666	2,887,257
Federal Grant	493,805	1,644,973	120.53%	1,364,747	1,644,973
Total Revenues	**4,775,529**	**4,810,763**	**91.75%**	**5,243,613**	**4,810,763**
Expenditures					
Transit Main Operations	2,109,011	2,237,030	85.71%	2,609,973	2,237,030
Transit ADA Paratransit	1,796,549	1,749,478	181.01%	966,494	1,749,478
Transit Capital Purchases	1,376,336	1,531,554	77.34%	1,980,214	1,531,554
Transit Maintenance	226,404	274,622	101.98%	269,296	274,622
Transit Planning	200,225	237,463	112.06%	211,901	237,463
Total Expenditures	**5,708,525**	**6,030,145**	**99.87%**	**6,037,878**	**6,030,145**
Transfer In	*936,204*	*1,219,382*		*853,806*	*1,219,382*
General Fund (101)	936,204	1,219,382	142.82%	853,806	1,219,382
Ending Fund Balance				**71,289**	**11,748**

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

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Reserved for Workers Comp.				$ 2,987,701	$ 2,987,701
Reserved Property/Liability				995,900	995,900
Beginning Fund Balance / Working Capital				**3,983,601**	**3,983,601**
Revenues					
Distributed Interest	160,395	248,350	292.18%	85,000	248,350
Special Event Policy	13,350	23,044	1	15,500	23,044
Unemployment / Disability Premiums	113,594	121,393	107.00%	113,450	121,393
Property and Liability Premiums	1,801,748	1,922,496	87.40%	2,199,704	1,922,496
Workers Comp Premiums	2,157,367	2,215,040	208.43%	1,062,746	2,215,040
Outside Agency - ARPA Reimbursement	29,895	-		-	-
Total Revenues	**4,276,348**	**4,530,323**		**3,476,400**	**4,530,323**
Expenditures					
Employee Cost	219,668	239,104	106.25%	225,040	239,104
Unemployment / Disability	224,020	210,647	90.92%	231,693	210,647
Property and Liability	1,706,684	1,873,535	85.80%	2,183,712	1,873,535
Workers Comp	342,555	166,015	18.20%	912,287	166,015
Contingency	-	-	-	500,000	-
Total Expenditures	**2,492,926**	**2,489,301**		**4,052,732**	**2,489,301**
Transfer Out	-	-		*1,880*	-
Productivity Fund (639)	-	-	0.00%	1,880	-
Reserved for Workers Comp.				2,556,862	4,518,468
Reserved Property/Liability				852,287	1,506,156
Ending Fund Balance / Working Capital				**$ 3,409,149**	**$ 6,024,624**

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

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Beginning Fund Balance				**$ 3,401,265**	**$ 3,401,265**
Revenues					
Health Benefits	15,248,273	15,494,228	97.20%	15,941,084	15,494,228
Dental Benefits	423,949	428,004	98.17%	435,988	428,004
Life Insurance	275,262	302,057	136.51%	221,275	302,057
Other Benefits	724,115	805,971	241.00%	514,086	805,971
Interest Earnings	130,173	201,036	763.26%	26,339	201,036
Outside Agencies -Grant Reimbursement	38,383	-		-	-
Total Revenues	**16,840,154**	**17,231,297**		**17,138,772**	**17,231,297**
Expenditures					
Health Benefits	14,864,515	15,566,987	98.06%	15,875,039	15,566,987
Dental Benefits	490,905	512,877	96.82%	529,708	512,877
Life Insurance	279,031	275,357	88.26%	312,000	275,357
Other Benefits	24,748	23,907	86.91%	27,506	23,907
Affordable Care Act	5,905	5,316	-	6,789	5,316
Special Services	44,634	49,746	66.71%	74,572	49,746
Travel and Training	-	1,686	-	2,000	1,686
Benefit Analyst	104,893	121,103	96.46%	125,549	121,103
Vision Insurance	95,145	93,375	-	89,983	93,375
Total Expenditures	**15,909,777**	**16,650,354**		**17,043,146**	**16,650,354**
Transfer In	-	-		-	-
(Transfer Out)	-	-		-	-
Ending Fund Balance				**$ 3,496,891**	**$ 3,982,208**

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

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Interest Earnings	$ 130,173	$ 201,036	763.26%	$ 26,339	$ 201,036
Employee Assistance Program	5,949	5,949	22.71%	26,196	5,949
Section 125 Forfeiture	-	-		-	-
Health Benefits Paid by City	12,822,713	12,988,688	103.19%	12,587,438	12,988,688
Health Benefits paid by employee	2,425,560	2,505,540	74.71%	3,353,646	2,505,540
COBRA Premiums	5,066	2,655		-	2,655
Dental Benefits paid by employees	282,769	284,995	97.83%	291,305	284,995
Dental Benefits paid by City	141,180	143,009	98.84%	144,683	143,009
Life Insurance Premiums paid by City	7,867	8,185	99.69%	8,210	8,185
Life Insurance Premiums paid by employees	267,394	293,872	137.93%	213,065	293,872
Miscellaneous Income - Rebates	594,680	535,950	133.99%	400,000	535,950
Stop loss Reimbursement	43,782	187,326		-	187,326
Vision Insurance	74,638	74,091	84.30%	87,890	74,091
Outside Agency - ARPA Reimbursement	38,383	-		-	-
Total Revenues	**$ 16,840,154**	**$ 17,231,297**	**100.54%**	**$ 17,138,772**	**$ 17,231,297**

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

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Benefit Analyst	$ 104,893	$ 121,103	96.46%	$ 125,549	$ 121,103
Life Insurance Premiums	279,031	275,357	88.26%	312,000	275,357
Affordable Care Act	5,905	5,316	1	6,789	5,316
Special Services	44,634	49,746	66.71%	74,572	49,746
Travel and Training	-	1,686	1	2,000	1,686
Employee Assistance Program Fees	24,748	23,907	86.91%	27,506	23,907
Health Claim Payments	10,161,985	10,784,344	109.56%	9,843,572	10,784,344
Rx Claims	3,481,809	3,445,905	74.25%	4,641,046	3,445,905
Dental Administrative Fees	17,430	17,651	80.61%	21,898	17,651
Dental Claim	473,475	495,226	97.52%	507,810	495,226
Health Admin Fees	384,201	451,935	110.17%	410,222	451,935
Health Stop loss	836,519	884,803	90.27%	980,199	884,803
Vision Insurance	95,145	93,375	103.77%	89,983	93,375
Total Expenditures	**$ 15,909,777**	**$ 16,650,354**	**97.70%**	**$ 17,043,146**	**$ 16,650,354**

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

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Beginning Fund Balance/Reserved for Commitments				**$ 78,918**	**$ 78,918**
Revenues					
Health Benefits	2,520,055	2,216,902	70.78%	3,132,248	2,348,476
Dental Benefits	98,368	43,354	48.18%	89,990	43,354
Interest Earnings	-	303		-	303
Total Revenues	**2,618,423**	**2,260,558**	**70.15%**	**3,222,238**	**2,392,132**
Expenditures					
Health Benefits	2,304,814	2,110,457	73.03%	2,889,899	2,110,457
Dental Benefits	215,954	194,200	101.37%	191,582	194,200
Life Insurance	29,619	27,198	74.37%	36,571	27,198
Special Services	23,604	46,407	99.87%	46,470	46,407
Benefit Analyst	45,402	51,945	96.63%	53,756	51,945
Affordable Care Act	506	-	0.00%	511	-
Total Expenditures	**2,619,898**	**2,430,207**	**75.50%**	**3,218,789**	**2,430,207**
Transfer In					
(Transfer Out)	-	-		-	-
Ending Fund Balance/Reserved for Commitments				**$ 82,367**	**$ 40,843**

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

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Interest Earnings	$ -	$ 303		$ -	$ 303
Retiree Health Premium	358,906	272,787	116.60%	233,953	272,787
Retiree Medicare Supplemental Ins Premiums	555,085	586,254	123.13%	476,134	586,254
Retiree Dental Premium	98,368	43,354	48.18%	89,990	43,354
PARS Trust Fund Reimbursement	1,606,065	1,357,860	56.06%	2,422,161	1,489,434
Health Stop Loss	-	-		-	-
Total Revenues	**$ 2,618,423**	**$ 2,260,558**	**$ 3**	**$ 3,222,238**	**$ 2,392,132**

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

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Life Insurance	$ 29,619	$ 27,198	74.37%	$ 36,571	$ 27,198
Benefit Analyst	45,402	51,945	96.63%	53,756	51,945
Special Services	23,604	46,407	99.87%	46,470	46,407
Medicare Supplement	937,565	1,018,548	101.71%	1,001,394	1,018,548
Health Claim Payments	780,960	645,402	52.22%	1,235,924	645,402
Rx Claims	436,084	318,520	64.63%	492,828	318,520
Dental Administrative Fees	9,035	8,810	104.50%	8,430	8,810
Dental Claim	206,919	185,390	101.22%	183,152	185,390
Health Admin Fees	58,657	46,416	85.66%	54,185	46,416
Health Stop loss	91,548	81,570	77.27%	105,568	81,570
Affordable Care Act	506	-	0.00%	511	-
Total Expenditures	**$ 2,619,898**	**$ 2,430,207**	**75.50%**	**$ 3,218,789**	**$ 2,430,207**

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-6

Date: December 10, 2025

Subject: Request that the City Council consider an amended and restated Chapter 380 Economic Development Agreement with Tyler Hotel Partners (Valencia).

Item Reference: **Article III, Section 52-a of the Texas Constitution, Chapter 380**

On August 27, 2025, the City Council approved the original Chapter 380 Economic Development Agreement, which promotes economic development in the City of Tyler by encouraging the growth and establishment of industry and commercial enterprises. The amendment was initiated by the requirement to enter into a reinvestment zone tax abatement, which allows Smith County and Tyler Junior College (TJC) to consider their own tax abatement agreements. This multi-jurisdictional approach aims to maximize the economic benefits for all parties involved and ensure the successful completion and operation of The Blackstone Hotel project.

The Developer's project, The Blackstone Hotel, is expected to have a positive economic impact on the city by creating jobs, attracting new businesses, and generating additional tax revenue. Tyler Hotel Partners plans to construct a hotel featuring 144 hotel rooms, a 5,700 sq. ft. meeting room, and event space, with an anticipated investment of $47.7 million, expected to be completed within 42 months.

The project will contribute to primary employment, bring development and diversification of the economy, reduction of unemployment and underemployment through the production of new jobs, the attraction of new businesses, and the additional tax revenue.

The City of Tyler will provide economic development incentives to the Developer, including various tax abatements and reimbursements. This agreement contemplates a multi-jurisdictional economic development partnership between Smith County and the Tyler Junior College District, although it does not bind those entities.

The City, Smith County, and Tyler Junior College District will provide incentive payments to the Developer, with a maximum incentive commitment of $11,400,000 within ten years or $12,000,000 within eleven years.

The Developer must construct and operate a hotel with specific minimum specifications, including approximately 140 hotel rooms, 5,700 square feet of meeting space, and a minimum capital investment of $47,700,00. The Developer commits to creating and maintaining a minimum of 60 full-time equivalent positions and an annual payroll of at least $2,000,000.

The City may recover incentive payments if the Developer fails to meet certain requirements, such as maintaining minimum employment levels or completing the project within the specified timeframe.

SUMMARY OF AMENDED 380

Consistent with Original Council-Approved Terms:

- This amended version reflects the same business and financial terms previously approved by the Tyler City Council on August 27, 2025.
- No new incentives, caps, or funding sources have been added or modified.
- The updates are strictly organizational and clarifying in nature; designed to align the 380 with the companion 312 Tax Abatement Agreement, improve structure and readability, and ensure both agreements operate seamlessly together.
- It is drafted to operate in tandem with the City's 312 Tax Abatement Agreement ("Related Agreement"), forming a single, coordinated incentive package.

City and Multi-Jurisdictional Participation:
- The 380 contemplates a multi-jurisdictional framework including Smith County and Tyler Junior College, each eligible to participate through their own 312 agreements.
- The City's version is written to make coordination and replication straightforward.

Incentive Summary (unchanged from Council approval):
- Term and Maximum Incentive Commitment: 10 years from project completion (extendable to 11 years only if the full $11.4M has not yet been paid); $12 M max at any time
- Revenue Sources: Combination of hotel occupancy tax, sales tax, mixed beverage tax, development fee waivers, and property tax abatements under the 312.
- Predevelopment Reimbursement: 100% reimbursement of City property taxes for tax years 2026 and 2027.

Performance Requirements (unchanged):
- Construction: Must begin within 15 months of final approval and be completed within 42 months (subject to Force Majeure).
- Investment: Minimum of $47.7 million.
- Employment: Minimum of 60 full-time equivalent (FTE) positions and $2 million annual payroll.
- Operations: Continuous hotel operation during the agreement term.

Compliance:
- Annual and quarterly reporting requirements, including payroll, occupancy, and revenue verification.
- Clawback provisions triggered by closure, failure to complete, or failure to maintain employment.
- Indemnification, audit, and statutory compliance clauses (Boycott, HB 1295, Offset, etc.).

Interrelationship with the 312
- The 380 defines the substantive financial and performance terms of the incentive package.
- The 312 serves as the statutory vehicle for property-tax abatement.
- Both documents are designed to mirror, cross-reference, and support one another under the defined term "Related Agreement."
- Together, they form a unified structure that gives the City, County, and Junior College clear alignment on project performance, incentive caps, and timing.

RECOMMENDATION:

Request that the City Council consider an amended and restated Chapter 380 Economic Development Agreement with Tyler Hotel Partners (Valencia).

Attachments:
CHAPTER 380 Valencia redline - final v.6 (11-05-25)

Drafted/Recommended By:
Department Leader Heather Nick, AICP, Assistant City Manager

Edited/Submitted By:
City Manager

CHAPTER 380
AMENDED AND RESTATED
ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF TYLER, TEXAS
AND
TYLER HOTEL PARTNERS, LP

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT

This Amended and Restated Chapter 380 Economic Development Agreement ("**Agreement**") is entered into as of December10, 2025 by and between the CITY OF TYLER, TEXAS, a home rule city ("**City**"), and TYLER HOTEL PARTNERS, LP, a Texas limited partnership ("**Developer**"), having Tyler Hotel Partners GP, LLC, a Texas limited liability company, as its general partner. The City and Developer are collectively referred to as the "**Parties**."

RECITALS

WHEREAS, Developer intends to develop the Project (defined below) as a first-class full-service hotel facility known as The Blackstone Hotel with meeting space and related improvements; and

WHEREAS, it is the intent of City to encourage the growth and establishment of industry and commercial enterprise in the City of Tyler; and

WHEREAS, Section 1 of the Tyler City Charter (the "**Charter**") provides that City shall have all powers that now are, or hereafter may be granted to municipalities by the constitution or laws of Texas, and that all such powers, whether express or implied, shall be exercised and enforced, in the manner prescribed by the Charter, and when not prescribed by the Charter, in such manner as shall be provided for by ordinances and resolutions of the City Council; and

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

WHEREAS, City has concluded and hereby finds that this Agreement promotes economic development in the City of Tyler and, as such, meets the requirements under Chapter 380 of the Texas Local Government Code ("**Chapter 380**") and City's established economic development program, and, further, is in the best interests of City and Developer; and

WHEREAS, City recognizes the positive economic impact that the Project will bring to City through development and diversification of the economy, reduction of unemployment and underemployment through the production of new jobs, the attraction of new businesses, and the additional tax revenue generated by the Project for City; and

WHEREAS, this Agreement contemplates a multi-jurisdictional economic development partnership with Smith County and the Tyler Junior College District, though this Agreement does not bind those entities, provided, however, the Related Agreement will bind the other jurisdictions; and

WHEREAS, the City of Tyler City Council has determined that providing economic development incentives for the Project will serve a public purpose and provide a public benefit; and

WHEREAS, to ensure that the benefits City provides under this Agreement are utilized in a manner consistent with Article III, Section 52-a of the Texas Constitution, Chapter 380 and other law, Developer has agreed to comply with certain conditions to the payment of those benefits; and

WHEREAS, the Parties desire to amend and restate the Chapter 380 Economic Development Agreement between the City and the Developer, dated August 27, 2025.

NOW, THEREFORE, in consideration of the mutual benefits described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer agree as follows:

ARTICLE I. REPRESENTATIONS

1.1 City hereby represents to Developer that as of the date hereof:

A. City is a duly created and existing municipal corporation and home rule municipality of the State of Texas under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

B. City has the power, authority and legal right under the laws of the State of Texas and the Charter to enter into and perform this Agreement and the execution, delivery and performance of this Agreement:

(i) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation, and

(ii) do not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon any assets of City under any agreement or instrument to which City is a party or by which City or its assets may be bound or affected.

C. This Agreement has been duly authorized, executed and delivered by City and constitutes the legal, valid and binding obligation of City, enforceable in accordance with its terms except to the extent that:

(i) the enforceability of such instrument may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights, and

(ii) certain equitable remedies including specific performance may be unavailable.

D. The execution, delivery, and performance of this Agreement by City do not require the consent or approval of any person which has not been obtained.

1.2 Developer hereby represents to City that as of the date hereof:

A. Developer is duly authorized and existing and in good standing under the laws of the State of Texas and shall remain in good standing in the State of Texas during the Term of this Agreement.

B. Developer has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement and the Related Agreement, and the execution, delivery and performance of this Agreement and the Related Agreement:

(i) have been duly authorized, and will not, to the best of its knowledge, violate any judgment, order, law or regulation applicable to Developer or of the provisions of any agreement or instrument to which Developer is a party or by which it may be bound, and

(ii) do not constitute a default under or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of Developer under any agreement or instrument to which Developer is a party or by which Developer or its assets may be bound or affected.

C. This Agreement has been duly authorized, executed and delivered and constitutes the legal, valid and binding obligation of Developer, enforceable in accordance with its terms except to the extent that:

(i) the enforceability of such instrument may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights, and

(ii) certain equitable remedies including specific performance may be unavailable.

ARTICLE II. DEFINITIONS

The recitals to this Agreement are hereby incorporated for all purposes. The terms **"Agreement," "Chapter 380," "Charter," "City," "Developer"** shall have the above meanings, and the following words or phrases shall have the following meanings:

2.1 "Act of Default" or **"Default"** means failure to comply timely, fully, or completely with one or more requirements, obligations, performance criteria, duties, terms, conditions, or warranties, as stated in this Agreement or Related Agreement and subject to any notice and opportunity to cure period applicable thereto as provided in this Agreement and the Related Agreement.

2.2 "Certificate of Occupancy" means the certificate issued by the City certifying that the Hotel is ready for occupancy.

2.3 "Commencement Date" means the date the Hotel opens for business to the general public, anticipated to be March 31, 2028.

2.4 "Commence Construction" means as to the Project (i) to commence the work of constructing the improvements or features with approvals thereof required by applicable governmental authorities obtained as necessary; and (ii) onsite construction of the site development components (such as drainage, extensive grading, or utilities) is underway and being pursued, anticipated to be no later than fifteen (15) months from the approval and full execution of incentive agreements with respect to the Project by the City, Smith County and the Tyler Junior College District, ("**TJC**"). As used in this Agreement, the term **"Commence Construction Date"** shall mean the date that Commence Construction has occurred with respect to the Project.

2.5 "Completion" means, as to the Project (i) substantial completion in accordance with the terms of this Agreement and the plans and specifications therefor, (ii) issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy, and (iii) the Hotel is Open for Business.

2.6 "Compliance" means substantially, timely, and fully performing or meeting each and every term, requirement, obligation, performance criteria, duty, condition, or warranty as stated in this Agreement.

2.7 "Continuous Operations" or **"Continuously Operated"** relating to the Project means operation of the Hotel during normal business hours without interruption, except for cessation of operations due to Down Times or Force Majeure.

2.8 "Direct Pay Permit" means the construction sales tax reimbursement authorized under Section 3.288 of the Texas Administrative Code, estimated at $86,000 but based on actual receipts.

2.9 "Down Times" means temporary cessation of operation of all or a portion of a facility for, and only for, limited periods of time for the limited purpose of, and only for the limited purpose of, one or more of the following circumstances for the applicable period specified below:

A. during the period following any fire or other casualty or condemnation or other exercise by a governmental authority of the power of eminent domain, to the extent, and only to the extent, necessary to adjust the claim and take other actions related to the repair and restoration of the facility.

B. as a result of such commercially reasonable interruptions for repairs, remodeling or installation of new equipment as are incidental to the normal operation of the facility

C. during any period required by applicable law, to the extent, and only to the extent, that the necessity of compliance is not the result of the failure of Developer to fulfill timely its obligations under this Agreement; and/or

D. during any period of Force Majeure or during any period Developer reasonably deems it is socially irresponsible to operate all or part of the facilities due to circumstances which are not Force Majeure but under which a socially responsible operator would temporarily curtail or cease

operations, such as if a pervasive flu or other communicable illness were present or threatened; provided, however, that during the Down Times described in clauses (A) through (D) above, Developer shall (i) use its commercially reasonable efforts to minimize the disruption of such Down Time and (ii) use its commercially reasonable efforts to minimize the disruption to the areas of the facility which remain open to the public, if any, and the services, aesthetic appearances and public and guest access to and in such portions of the facility.

2.10 "Effective Date" means the first date by which this Amended and Restated Agreement has been signed by all of the Parties hereto.

2.11 "Federal Bankruptcy Code" means Title 11, United States Code, as amended, and any successor statute.

2.12 "Fiscal Year" shall mean the twelve consecutive month period designated by City as its fiscal year. As of the date of this Agreement, City's fiscal year commences on October 1 and ends on the next succeeding September 30.

2.13 "Force Majeure" means any act or event that (a) materially and adversely affects the affected Party's ability to perform the relevant obligations under this Agreement or delays such affected Party's ability to do so, (b) is beyond the reasonable control of the affected Party, (c) is not due to the affected Party's gross negligence or willful misconduct and (d) could not be avoided by the Party who suffers it by the exercise of commercially reasonable efforts (provided that such commercially reasonable efforts shall not require such Party to expend a material amount of money to avoid the act giving rise to a Force Majeure). Subject to the satisfaction of the conditions set forth in (a) through (d) above, Force Majeure shall include but not be limited to: (i) natural phenomena, such as storms, floods, lightning and earthquakes; (ii) wars, epidemic, pandemic, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (iii) transportation disruption, whether by ocean, rail, land or air; (iv) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (v) fires; (vi) the unavailability of necessary and essential equipment, materials or supplies; (vii) a breach by City of this Agreement or any other actions, omissions of or delays by a Governmental Authority (including the actions of City in its capacity as a Governmental Authority) that were not voluntarily induced or promoted by the affected Party, or brought about by the breach or noncompliance by the affected Party of its obligations under this Agreement or any applicable law; and (viii) failure of the other Party to perform any of its obligations under this Agreement within the time or by the date required pursuant to the terms of this Agreement for the performance thereof; provided, however, that under no circumstances shall Force Majeure include any of the following events: (A) economic hardship; (B) changes in market condition; or (C) weather conditions which could be anticipated by experienced contractors operating at the relevant location and exercising commercially reasonable business judgment.

2.14 "Hotel", "Blackstone Hotel", or "Project" means an approximate 140-room full-service hotel with approximately 5,700 square feet of meeting space and related amenities to be constructed at the following location in Tyler, Texas:
Being all of Lot 1C FIRST PLACE ADDITION Second Amendment being a Replat of Lot 1-A, Block 1 First Place Addition, Isaac Lollar Survey, A-574, City of Tyler, Smith County, Texas,

according to the plat thereof recorded in Cabinet G, Slide 78-A, Plat Records of Smith County, Texas; being approximately 0.567 acres of land and identified and depicted as "Lot 1-C" in Exhibit "A" attached hereto and incorporated herein. (See attached recorded plat.)

2.15 "Hotel/Motel Tax" means the hotel occupancy tax collected by the City which is currently at the rate of 9%.

2.16 "Incentive Payment" means the economic development incentives paid by the City, Smith County and the TJC, including the value of any tax abatements granted by the City, Smith County, and TJC under Chapter 312 authority, as separately approved and paid to Developer under this Agreement and by the Related Agreement.

2.17 "Maximum Incentive Commitment" shall mean the largest commitment due by City and participating entities (including if applicable Smith County and/or the TJC) to Developer as determined in Article V, being (a) $11,400,000 of Incentive Payments if paid to Developer within ten (10) years from the date of Completion of the Project or (b) if $11,400,000 of Incentive Payments are not paid to Developer within ten (10) years from the date of Completion of the Project, $12,000,000 within eleven (11) years from the date of Completion of the Project.

2.18 "Mixed Beverage Tax" means the alcoholic beverage tax collected by the City.

2.19 "Open for Business" means open for full-time business operations with products and/or services that are necessary for Continuous Operation.

2.20 "Party" shall mean either City or Developer, as the context may require.

2.21 "Project" means the development, construction, and operation of the Blackstone Hotel, a proposed first-class full-service hotel development with a project value of approximately $47,700,000 when completed, with construction required to commence and be completed as set forth herein.

2.22 "Related Agreement" shall mean the Tax Abatement Agreement (other than this Agreement) by and between the City and the Developer or any Tax Abatement Agreement the Developer and Smith County or TJC. Any Smith County or TJC 312 Agreement is acknowledged as part of the Incentive Payment and Maximum Incentive Commitment but is not incorporated into or made a part of the City's 380 Agreement.

2.23 "Sales Tax" means the City portion of sales tax generated by Hotel operations, which is currently at the rate of 1%.

2.24 "Term" means the period defined in Article III of this Agreement.

ARTICLE III. TERM

The term of this Agreement (the "**Term**") will begin on the Effective Date and will terminate upon the first to occur of the following:

3.1 Time-Based Termination.

A. Ten (10) years from the date of Completion of the Blackstone Hotel if cumulative Incentive Payments in the amount of $11,400,000 have been paid to Developer within such ten (10) year time period from the date of Completion of the Blackstone Hotel; or

B. Eleven (11) years from the date of Completion of the Blackstone Hotel if cumulative Incentive Payments in the amount of $11,400,000 have not been paid to Developer within ten (10) years from the date of Completion of the Blackstone Hotel.

3.2 Payment Cap Termination.
The date on which cumulative Incentive Payments in the amount $12,000,000 have been paid to Developer, regardless of when this occurs during the term of this Agreement and the Related Agreement.

3.3 Early Termination Events.

A. Failure to have the Hotel constructed and operational within forty-two (42) months from Commence Construction Date (except due to Force Majeure).

B. Permanent cessation of Hotel operations (except due to Down Times or Force Majeure).

C. Termination as otherwise provided for in this Agreement.

3.4 Clarification of Term Structure.

A. Initial Performance Period: Developer must have the Hotel constructed and operational within forty-two (42) months from the Commence Construction Date, except due to Force Majeure. Failure to meet this deadline will result in automatic termination of this Agreement and the Related Agreement and the requirement of Developer to refund to City any payments received by Developer from the City pursuant to this Agreement and the Related Agreement.

B. Operational Period: Upon Completion of the Hotel, the Incentive Payments shall be paid during:

(i) A minimum of ten (10) full years from the date of Completion of the Blackstone Hotel, during which cumulative Incentive Payments up to the amount of $11,400,000 may be paid to the Developer by all participating parties (i.e., the City, Smith County and/or the TJC);

(ii) If cumulative Incentive Payments in the amount of $11,400,000 are not paid by the participating parties (i.e., the City, Smith County and/or the TJC) within ten full years from the date of Completion of the Blackstone Hotel, this Agreement shall continue until the earlier of:

(a) eleven (11) full years from the date of Completion of the Blackstone Hotel, or

(b) the date on which cumulative Incentive Payments in the amount of $12,000,000 have been paid to the Developer by the participating parties (i.e., the City, Smith County and/or the TJC).

C. Payment Cap Priority: Notwithstanding the time periods above, this Agreement and the Related Agreement shall terminate immediately upon the payment to the Developer of $12,000,000 in cumulative Incentive Payments, even if this occurs before the end of eleven (11) full years from the date of Completion of the Blackstone Hotel.

ARTICLE IV. PROJECT REQUIREMENTS

4.1 Development. If Developer performs the following requirements, City agrees to pay the Incentive Payments as stated in this Agreement and the Related Agreement:

A. Developer shall construct and operate a first-class full-service hotel with the following minimum specifications:

(i) approximately 140 hotel rooms,
(ii) approximately 5,700 square feet of meeting and event space,
(iii) total building area of approximately 90,000 square feet,
(iv) three-meal restaurant with exterior deck,
(v) bar/lounge facilities, (vi) outdoor pool and fitness center, and
(vi) premium room amenities including 55" TVs and upscale bath products.

B. Developer commits to a minimum capital investment of approximately **FORTY-SEVEN MILLION SEVEN HUNDRED THOUSAND DOLLARS ($47,700,000**) in the Project**.**

C. Developer shall apply to the City for a building permit for the construction of the Blackstone Hotel no later than one (1) year following the final approval of the incentive agreements by the City, Smith County and the TJC with the Developer and the Commence Construction Date for the Blackstone Hotel shall occur within sixty (60) days of the issuance of a building permit by the City for the construction of the Blackstone Hotel. The Completion of the Blackstone Hotel must be achieved within forty-two (42) months from the Commence Construction Date (subject to extension for Force Majeure). If Completion of the Blackstone Hotel does not occur within forty-two (42) months from the Commence Construction Date (subject to extension for Force Majeure), all incentives pursuant to this Agreement and the Related Agreement shall immediately terminate, and Developer shall refund any and all Incentive Payments received from the City pursuant to this Agreement and the Related Agreement within ninety (90) days of the date all Incentive Payments pursuant to this Agreement have been terminated.

D. Developer shall pay, or cause third parties to pay (subject to non-payment as a result of good faith dispute), its engineering, accounting, architectural, legal fees and expenses, survey, testing, laboratory costs, , land clearing and grading costs, advertising and other bidding costs, amounts

due under construction contracts, costs of labor and material, insurance premiums, interest, carry cost, financing fees and other costs and expenses incurred in connection with the construction of Developer improvements for the Project. The City shall waive all development fees due the City with respect to the Project, including plan review, inspection and building permit fees. This cost of fee waiver shall be included in the City incentive obligation.

E. If requested by either City or Developer, each Party must reasonably assist the other in the preparation of any documentation necessary to enable the requesting Party to prepare and obtain approval of any of the documents or actions required of such Party to perform any of its obligations under this Agreement.

F. Construction Phase - Roll-Off Solid Waste Service. Developer shall utilize the City's solid waste roll-off service for all construction-related debris generated during the Project's construction. Developer shall coordinate with the City's Solid Waste Department to arrange for appropriate roll-off container delivery, servicing, and removal and shall be responsible for all applicable fees associated therewith.

G. Operational Phase - Commercial Solid Waste Service. Upon Completion of the Blackstone Hotel, Developer shall maintain solid waste collection service through the City's commercial solid waste program. Developer agrees not to contract with third-party solid waste providers for refuse collection or disposal during the term of this Agreement, unless expressly authorized in writing by the City.

4.2 Job Creation & Employment Commitment. Developer commits to:

A. Create and maintain a minimum of sixty (60) full-time equivalent (FTE) positions (except due to Down Times and/or Force Majeure).

B. Maintain an annual payroll of at least $2,000,000 for direct [salaried and hourly] employees (except due to Down Times and/or Force Majeure).

C. Provide employment reports annually to the City.

D. The Developer shall create and maintain the FTE positions as follows:

(i) 50 FTE positions within twelve (12) months of the Commencement Date;
(ii) 55 FTE positions within twenty-four (24) months of the Commencement Date; and
(iii) 60 FTE positions within thirty-six (36) months of the Commencement Date and then thereafter, continuously 60 FTE positions for the remainder of the Agreement.

E. All FTE positions required by this Agreement shall be based and located within the City.

4.3 Operational Requirement. Following Completion of the Hotel, the Hotel must be Continuously Operated, subject to Down Times and/or Force Majeure. Incentive Payments shall immediately terminate if the Hotel does not remain open, fully staffed (minimum 60 FTE), and fully operational during the term of this Agreement, except in cases of Down Times and/or Force

Majeure. Any closure or cessation of operations (except due to Down Times and/or Force Majeure) shall result in immediate termination of incentives and trigger claw back provisions set forth in Section 7.2.

4.4 Compliance with City Standards. Developer acknowledges that, unless specifically otherwise provided in this Agreement, development of the Project must comply with all applicable City codes and ordinances. For any development requirements not covered in this Section or in the remainder of this Agreement, the applicable City Code and ordinance provisions shall control.

4.5 Tax Provision. Developer shall at all times have the right to protest the assessed valuation of the project. However, if the final assessed valuation for any tax year during the term of this Agreement and the Related Agreement after the Completion of the Hotel shall be less than $17,700,000 other than due to a casualty or condemnation, the Developer shall pay to the City the difference (if any, but not less than zero and prorated for any partial tax year) between the taxes that are otherwise payable to the City for such tax year on the land and improvements that would have been payable to the City for such tax year if the final taxable assessed valuation was $17,700,000 for such tax year. Nothing contained in Section 4.5 shall however be construed to prohibit or impair the Developer from making any legal claim or protest or asserting any legal method available to reduce any tax assessed valuation made by a taxing district or any other governmental authority in connection with the taxable valuation of the land and improvements.

ARTICLE V. PROJECT FINANCING AND FUNDING

5.1 City Commitment.

A. Pursuant to its authority under Chapter 380, City hereby agrees to make Incentive Payments to Developer as set forth in this Article V. City agrees that it will make payments during the Term of this Agreement, as an obligation of City, if Developer complies with the requirements herein.

B. The Parties agree that the Maximum Incentive Commitment by the City, Smith County and the TJC shall be as stated in Section 5.2 herein, and such obligation of the City, Smith County and the TJC will be limited solely to this amount. The Maximum Incentive Commitment stated in Section 5.2 shall not be reduced or otherwise affect the Incentive Payments to be paid by the City to the Developer pursuant to this Agreement or the Related Agreement if either or both of Smith County and/or the TJC decide not to pay any Incentive Payments to the Developer. Upon such time as the City, Smith County and/or TJC has paid to Developer the Maximum Incentive Commitment as stated in Section 5.2 in full, City and Developer shall have no further obligation under this Agreement and this Agreement and the Related Agreement shall terminate in accordance with Section 3.2, Payment Cap Termination.

5.2 Two-Tier Incentive Cap Structure.

A. Primary Cap: The total cumulative Incentive Payments paid to the Developer by the City, Smith County and/or the TJC shall not exceed **ELEVEN MILLION FOUR HUNDRED THOUSAND DOLLARS ($11,400,000)** within **ten (10) full years** from the Completion of the Blackstone Hotel.

B. Secondary Cap: If the cumulative Incentive Payments paid to the Developer by the City, Smith County and/or the TJC are **less than $11,400,000 within the ten (10) years** from the date of Completion of the Blackstone Hotel**,** this Agreement and the Related Agreement shall continue until the earlier of:

(i) Eleven (11) years from the date of Completion of the Blackstone Hotel, OR

(ii) the date that the total cumulative Incentive Payments paid to Developer by the City, Smith County and/or the TJC equals **TWELVE MILLION DOLLARS ($12,000,000)** whichever occurs first.

C. Maximum Term: Under no circumstances shall this Agreement extend beyond **eleven (11) years** from the date of Completion of the Blackstone Hotel or **exceed $12,000,000** in total Incentive Payments paid to Developer from the City, Smith County and/or the TJC without explicit approval by the Tyler City Council through formal resolution. Notwithstanding any other provision, the term in this Agreement shall not extend the ten-year statutory limit of the Related Agreements and this Agreement and the Related Agreement(s) shall terminate upon achievement of the Maximum Incentive Commitment across all jurisdictions.

D. Predevelopment Tax on Land: City will reimburse to Developer 100% of the property taxes assessed by the City to the Developer for the Tax Years 2026 and 2027.

5.3 Multi-Jurisdictional Partnership Framework.

A. This Agreement contemplates coordinated economic development participation as follows:

(i) **Smith County**: 50% property tax abatement for ten (10) years;
(ii) **the Tyler Junior College District**: 50% property tax abatement for 10 years; and
(iii) **City of Tyler**: Various revenue source abatement/contributions as detailed herein.

B. This Agreement does not bind Smith County or the TJC. The City's contributions are calculated assuming partner participation by Smith County and TJC, but any or all partner non-participation shall not increase or reduce the City's obligations beyond or below the stated caps.

C. In the event that the TJC agrees to participate in this economic development incentive, the method of such participation shall be determined by the TJC and Developer. Such means of participation may involve the execution of a separate agreement for Chapter 312 Tax Abatement, which may include (but not necessarily require) the possibility of discounts for room rates and/or meeting space, subject to availability and blackout conditions, and limited internship opportunities for the TJC students that would benefit from working in the hotel industry.

5.4 Revenue Sources for Incentive Payments.

The City shall provide Incentive Payments to the Developer from the following revenue sources generated by the Project to satisfy the Primary Cap, or in the event of the triggering of the

Secondary Cap, to satisfy the Secondary Cap. In no event shall the below sources of revenue be indefinite:

A. Hotel/Motel Occupancy Tax: 100% of the City's portion of hotel occupancy tax collected (which is currently at the rate of 9%) to be used in accordance with Texas Tax Code Section 351.101.

B. Sales Tax: 100% of the City's portion of sales tax (which is currently at the rate of 1%).

C. Mixed Beverage Tax: 100% of the City's portion of mixed beverage tax.

D. Direct Pay Permit: Reimbursement pursuant to Title 34, Section 3.288 of the Texas Administrative Code (estimated at $86,000 but based on actual receipts upon project completion).

E. City Development Fees: 100% of all plan review, development and inspection and utility connection fees.

F. Property Tax Contribution: Amount necessary to achieve Incentive Payments to be paid to the Developer by the City pursuant to this Agreement when combined with other sources.

G. Property Tax Abatements: Amounts of ad valorem property taxes as abated in Related Agreement.

5.5 Annual Incentive Payment Schedule.

The City shall make annual Incentive Payments based on actual revenues generated by the Project and other sources identified in Section 5.4, subject to the caps established in Section 5.2. Payments shall be calculated annually based on the revenue sources identified in Section 5.4 and shall not exceed the cumulative caps of $11,400,000 in the ten years from the date of Completion of the Blackstone Hotel or $12,000,000 in eleven years from the date of Completion of the Blackstone Hotel.

ARTICLE VI. PAYMENT PROCEDURES

6.1 Revenue Verification.

A. Developer shall provide quarterly reports of actual revenues within 30 days after each calendar quarter.

B. Reports shall include Hotel/Motel Tax collected, Sales Tax generated, and Mixed Beverage Tax collected.

C. City shall verify revenues through its tax collection systems.

6.2 Payment Process.

A. Incentive Payments from Sales Tax, Hotel/Motel Tax, and Mixed Beverage Tax shall be made by the City to the Developer quarterly within 60 days after the City receives the funds from the State of Texas Comptroller.

B. Payments based on actual revenues generated and from other sources set forth in this Agreement, not to exceed the caps set forth in Section 5.5.

C. Direct Pay Permit payment shall be made upon Certificate of Occupancy based on actual receipts pursuant to Title 34, Section 3.288 of the Texas Administrative Code.

D. No payments shall be made if Hotel is not fully operational (except due to Down Times and/or Force Majeure).

E. Payments Incentives shall cease immediately upon reaching $12,000,000 cumulative total Payment Incentives paid to Developer including amounts from Related Agreement.

6.3 Documentation Requirements.

Developer shall provide documentation, as follows:

A. Quarterly revenue reports;

B. Annual employment certifications showing minimum 60 FTE (except due to Down Times and/or Force Majeure);

C. Evidence of continued operation as a first-class hotel (except due to Down Times and/or Force Majeure);

D. Property tax payment receipts;

E. Documentation of actual construction sales tax paid for Direct Pay Permit reimbursement; and

F. Annual Documentation of authorized expenditures of Hotel/Motel Occupancy Tax, including pursuant to Texas Tax Code Section 351.101(c) the approval of the annual budget by the City and complete and accurate financial records of authorized expenditures from a separate account.

G. In the event the City wishes to perform an on-site inspection to verify compliance with the terms of this Agreement, Developer shall provide reasonable access to conduct such inspection.

ARTICLE VII. CLAWBACK

7.1 Events Triggering Claw back.

The City may recover Incentive Payments if:

A. Developer fails to maintain minimum 60 FTE employment levels for 180 consecutive days, except due to Down Times or Force Majeure;

B. Hotel ceases operations at any time (except due to Down Times and/or Force Majeure);

C. Developer materially breaches this Agreement and fails to cure after written notice from the City and the failure of Developer to cure the same within the applicable cure period provided in Section 10.1;

D. Developer provides false or misleading information to the City set forth in or required by this Agreement, after written notice from the City and the failure of Developer to cure the same within the applicable cure period provided in Section 10.1; or

E. Completion of the Project has not occurred within forty-two (42) months from Commence Construction Date (except due to Force Majeure).

7.2 Claw back Calculation.

A. If the Hotel closes for any reason except due to Down Times and/or Force Majeure during the term of this Agreement, Developer shall reimburse the City for 100% of all Incentive Payments received for the period while the Hotel is closed.

B. If Completion of the Project has not occurred within forty-two (42) months from the Commence Construction Date, except due to Force Majeure, Developer shall reimburse the City for 100% of all Incentive Payments received from the City.

C. If Developer fails to maintain minimum employment levels (60 FTE), except due to Down Times and/or Force Majeure, or materially breaches this Agreement and fails to cure the same within the applicable cure period provided in Section 10.1, Developer shall reimburse the City for 100% of all Incentive Payments received from the City during the time period that Developer has failed to maintain the minimum employment levels (60 FTE) , except due to Down Times and/or Force Majeure or that Developer has materially breached this Agreement and failed to cure the same within the applicable cure period provided in Section10.1.

7.3 Claw back Process.

A. City provides written notice of default.

B. Developer fails to cure the default during the applicable cure period provided in Section 10.1 (except for the 42-month Project Completion deadline (subject to extension for Force Majeure) which cannot be cured).

C. If not cured, City may pursue all legal remedies.

D. Developer shall repay the Incentive Payments required to be paid by the Developer to the City pursuant to this Agreement and the Related Agreement within 90 days of a final non-appealable

court determination or a mutual written agreement of the Developer and the City of the amount of the Incentive Payments to be repaid by the Developer to the City pursuant to this Agreement.

ARTICLE VIII. COVENANTS, WARRANTIES, OBLIGATIONS AND DUTIES OF DEVELOPER

If Developer has made any false or substantially misleading statement herein such shall be an Act of Default by Developer, subject to Section 10.1 herein. Failure to comply with any one covenant or warranty shall constitute an Act of Default by Developer, subject to Section 10.1 herein. Upon any alleged Act of Default by Developer, City shall provide written notice thereof, and Developer shall have the right to cure such alleged Act of Default during the applicable cure period provided in Section 10.1. Developer, as of the Effective Date of this Agreement, makes the following covenants and warranties to City, and agrees to perform timely and fully the following obligations and duties.

8.1 Litigation. No litigation or governmental proceeding is pending or, to the knowledge of Developer, or its general partner and their respective officers, threatened against or affecting the facilities or premises of Developer, or the Project, which may result in any material adverse change in in the ability of the Developer to perform Developer's obligations pursuant to this Agreement.

8.2 Untrue Statements. To the best of its knowledge, no certificate or statement delivered by Developer to City in connection herewith, or in connection with any transaction contemplated hereby, contains any untrue material statement or fails to state any fact necessary to keep the material statements contained therein from being misleading except those which have been replaced by subsequent certificates or statements heretofore given to City in substitution.

8.3 Bankruptcy. There are no bankruptcy proceedings or other proceedings currently pending against or contemplated by Developer, and Developer has not been informed of any potential involuntary bankruptcy proceedings.

8.4 Licenses and Authority. To the best of its knowledge, Developer has acquired and maintained (or will acquire and maintain) all necessary rights, licenses, permits and authority to carry on the operation of the Hotel and the Hotel's ancillary operations in Tyler, Texas, and will continue to use commercially reasonable efforts to maintain all necessary rights, licenses, permits and authority.

8.5 Payment of Taxes. Developer shall timely pay all taxes due and owing by it to all taxing authorities having jurisdiction. In addition, Developer shall timely pay all employment, income, franchise, and all other taxes hereafter to become due and owing by it, respectively, to all local, state, and federal entities subject, however to their right to contest the same in a lawful manner.

8.6 Timely Commencement; Continuous Operations. Developer acknowledges and agrees that if it fails to Commence Construction of the Project and pursue its Completion within the time periods herein provided (except due to Force Majeure), and Developer acknowledges and agrees that if it fails to operate the Hotel continuously as herein provided (except due to Down Times and/or Force Majeure), in either of said cases or events, City has the right to terminate this Agreement and the Related Agreement as herein provided, subject to the City giving written notice

thereof to the Developer and the Developer failing to cure the same within the applicable cure period provided in Section 10.1.

8.7 Management Changes. Developer shall notify City in writing of any substantial changes in management within seven (7) days after Developer's knowledge thereof. Substantial changes mean changes in Chairperson of the Board, President, or Chief Executive Officer of the Developer.

8.8 Ownership Changes. Developer shall notify City in writing of any material changes in the "control" of ownership of the Project or of Developer within seven (7) days after Developer's knowledge thereof. For purposes hereof, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the Project or an entity or person, whether through the ownership of voting interests, by contract or otherwise.

8.9 Succession of Ownership. Except as otherwise provided in this Agreement, no change of ownership or management of any part of the Project and/or change of ownership or management of Developer shall abate, waive, terminate or in any way relieve Developer of its obligations herein. Developer may retain the right to receive payments made by City hereunder, notwithstanding that Developer may have transferred title to the Project to a third party.

8.10 Non-discrimination. Developer agrees that, as to all of the programs and activities arising out of this Agreement, it will not discriminate against any person on the basis of race, color, national origin, sex, or disability.

8.11 Employment of Undocumented Workers. Developer does not and agrees that it will not knowingly employ an undocumented worker. During the term of this Agreement and the Related Agreement, the Developer acknowledges that, if convicted of a violation under 8 U.S.C. Section 1324a (f), the Developer shall repay the taxes abated herein within 120 days, after final conviction and all appeals have been exhausted. The City shall notify the Developer of such violation.

ARTICLE IX. REPORTING AND AUDITING

9.1 Audit by City. City may audit records of Developer to determine its compliance with the terms of this Agreement. This audit will be done by City on an annual basis in March of each year. Developer shall provide City an annual report, pursuant to Section 9.3 below.

9.2 Access to Records / Right to Audit. Developer, during normal business hours, shall allow City reasonable access to its records and books and all other relevant records related to each of the economic development considerations and performance requirements, as stated in this Agreement, but the confidentiality of such records and information shall be maintained by City unless disclosure of such records and information shall be required by a court order, a lawfully issued subpoena, or at the direction of the Office of the Texas Attorney General. City shall immediately notify Developer of any public information requests or court orders to release such information and shall work with Developer to seek an opinion from the Texas Attorney General to protect any information deemed to be Confidential.

9.3 Reporting Obligations.

A. Annual report due within 90 days after each calendar year.

B. Report shall include:

(i) Employment data and payroll verification (minimum 60 FTE, except due to Down Times and/or Force Majeure);
(ii) Occupancy rates and revenue data;
(iii) Capital improvements made;
(iv) Marketing efforts for the Blackstone Hotel supporting Tyler tourism or Tyler as a destination for travel;
(v) Certification of continuous operation, except due to Down Times and/or Force Majeure; and
(vi) a verification in writing to the City, in that, to Developer's actual knowledge, the Developer is in material compliance with this Agreement and the Related Agreement.

9.4 Records and Audit Rights.

A. Developer shall maintain complete records for minimum of 4 years.

B. City shall have right to audit records upon 30 days' written notice to Developer.

C. Developer shall cooperate with any State of Texas audits.

ARTICLE X. DEFAULT

10.1 Default. Subject to Force Majeure and/or Down Times and any consent given under Section 10.2, should Developer fail to keep or perform any one or more of the covenants or warranties made by Developer in this Agreement such failure to perform shall be an Act of Default by Developer and, if not cured and corrected within the time periods specified below after written notice to do so or by express waiver by the Tyler City Council, City may terminate this Agreement and the Related Agreement and cease making any further Incentive Payments which have not been earned by performance by Developer until such Act of Default is cured as follows:

A. 60-day cure period for monetary defaults;

B. 90-day cure period for non-monetary defaults;

C. The cure periods in Sections 10.1.A and 10.1.B shall be extended if Developer is diligently pursuing cure; or

D. No cure period for the failure of Completion of the Blackstone Hotel within forty-two (42) months of the Commence Construction Date unless due to Force Majeure.

10.2 Consent and Excuse. In the event of unforeseeable third party delays which are not due Force Majeure and upon a reasonable showing by Developer that it has within a commercially reasonable period and in good faith commenced and is diligently and continuously pursuing the

correction, removal or abatement of such delays by using commercially reasonable efforts, City may consent to and excuse any such delays, which consent and excuse shall not be unreasonably withheld, conditioned or delayed.

10.3 City Delay. Any delay for any amount of time by City in providing written notice of Default to Developer or hereunder, shall in no event be deemed or constitute a waiver of such Default by City of any of its rights and remedies available in law or in equity.

10.4 City Waiver. Any waiver granted by City to Developer of an Act of Default shall not be deemed or constitute a waiver of any other existing or future Act of Default by Developer or of a subsequent Act of Default of the same act or event by Developer.

10.5 Remedies. Upon uncured default remaining after written notice and the opportunity to cure the same as set forth in Section 10.1, the City may elect the following remedies:

A. City may terminate Agreement and the Related Agreement;

B. City may suspend Incentive Payments;

C. City may pursue claw back remedies; and/or

D. City may pursue legal and equitable remedies.

ARTICLE XI. LIABILITY LIMITATIONS

Should City fail to comply timely, fully and completely with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement, such failure shall be an Act of Default by City, and City shall have sixty (60) days to cure and remove the Default after receipt of written notice to do so from Developer. If City fails to cure such Act of Default, Developer shall have all rights and remedies at law and in equity. Developer's liability hereunder shall be limited to its interest in the Project.

ARTICLE XII. MISCELLANEOUS PROVISIONS

12.1 Additional Covenants.

A. Non-Discrimination. Developer shall not discriminate in employment, public accommodation, or services based on race, color, religion, sex, national origin, age, disability, or any other protected classification.

B. Compliance with Laws. Developer shall comply with all applicable federal, state, and local laws, regulations, and ordinances.

C. Insurance Requirements. Developer shall maintain Insurance as follows**:**

(i) Commercial General Liability: $2,000,000 per occurrence;

(ii) Property Insurance: Full replacement value (subject to a commercially reasonable deductible);
(iii) Workers' Compensation: As required by Texas law; and
(iv) City named as additional insured where appropriate.

D. INDEMNIFICATION/HOLD HARMLESS. DEVELOPER HEREBY COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY CITY, AND THE PAST, PRESENT AND FUTURE OFFICERS, AGENTS, SERVANTS AND EMPLOYEES THEREOF, FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, "THIRD PARTY CLAIMS" OR "TPC") AGAINST THE CITY, WHETHER THREATENED, ANTICIPATED, OR ASSERTED, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE DEVELOPER, INCLUDING THE NEGLIGENCE OF THE DEVELOPER'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIALMEN, AND AGENTS OCCURRING DURING THE CONSTRUCTION OF ANY PORTION OF THE IMPROVEMENTS; AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH TPC SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE TPC EVEN IF CAUSED BY THE CITY'S OWN CONCURRENT (BUT NOT GROSS) NEGLIGENCE. THE DEVELOPER SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST TPC CAUSED BY THE CITY'S SOLE NEGLIGENCE. IF THE CITY INCURS TPC THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF THE DEVELOPER AND THE CITY, THE DEVELOPER 'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL TPC AND EXPENSES EQUIVALENT TO THE DEVELOPER'S OWN PERCENTAGE OF RESPONSIBILITY. THE OBLIGATIONS UNDER THIS SECTION D. SECTION D. SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

E. Force Majeure.

(i) Neither party shall be liable for delays or failures due to Force Majeure.
(ii) Force Majeure shall not excuse payment obligations.
(iii) Party claiming Force Majeure must use good faith efforts to notify the other party within 30 days of the delay or failure due to Force Majeure provided that the failure to give the other party such written notice shall not cause such delay or failure to not be as a result of Force Majeure.
(iv) Obligations resume immediately upon cessation of Force Majeure event.

12.2 Binding Effect. This Agreement will be binding on and inure to the benefit of the Parties and their respective successors and assigns.

12.3 Assignment.

A. Except as otherwise provided herein, Developer may not assign this Agreement without City's prior written consent, which consent shall not be unreasonably withheld. City may consider assignment to:

(i) Affiliated entities of Developer; and/or

(ii) Qualified hotel operators.

B. Notwithstanding anything in this Section 12.3 or anything else in this Agreement to the contrary, Developer, without the consent of the City, may assign this Agreement to (i) a purchaser of the Project, a lender to the Developer, the purchaser of the Project at a foreclosure sale or a conveyance in lieu of foreclosure of the Project or the purchaser in a subsequent sale of the Project from a seller who acquired the Project in a foreclosure sale or a conveyance in lieu of foreclosure.

C. Any assignee, other than an assignee that is a lender in an assignment that is for collateral purposes only, must: (i) Assume all obligations of Developer under this Agreement arising after the date of such assignment, including, without limitation, assuming the obligations to thereafter to maintain the hotel in the manner required by this Agreement. and a minimum of 60 FTE employment in the operation of the Hotel (except due to Down Times and/or Force Majeure). Upon an assignment of this Agreement by Developer permitted by this Agreement, the Developer and its successors and assigns existing prior to such assignment, shall be released from the performance of obligations arising under this Agreement after such assignment of this Agreement.

12.4 Termination. If Developer elects not to proceed with the development of the Project as contemplated by this Agreement, Developer will notify City in writing, and this Agreement and the Related Agreement and the obligations of both Parties will be deemed terminated and of no further force or effect as of the date of such written notice.

12.5 Notice. Any notice or other communication ("**Notice**") given under this Agreement must be in writing, and may be given: (i) by depositing the Notice in the United States Mail, postage paid, certified, and addressed to the party to be notified with return receipt requested; (ii) by personal delivery of the Notice to the party, or an agent of the party; or (iii) by confirmed facsimile, provided that a copy of the Notice is also given in one of the manners specified in (i) or (ii). Notice deposited in the mail in the manner specified will be effective three (3) days after deposit. Notice given in any other manner will be effective only if and when received by the party to be notified. For the purposes of Notice, the addresses of the Parties will, until changed as provided below, be as follows:

Developer: Tyler Hotel Partners, LP
Attention: David A. Miller, its Vice President
4400 Post Oak Parkway, Suite 2800
Houston, Texas 77027

And:

Mr. Greg Canon
The Law Office of Greg Canon
4100 Hyridge Drive
Austin, Texas 78759

City: City of Tyler, Texas
Attn.: City Manager
212 N. Bonner Avenue
Tyler, Texas 75702

with a copy to (such copy shall not serve as an official notice): City Attorney, City of Tyler Legal Department
P.O. Box 2039
Tyler, Texas 75703

Any party may designate a different address at any time by giving Notice to the other party.

12.6 Interpretation. Each of the Parties has been represented by counsel of its choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any party based on draftsmanship.

12.7 Relationship of the Parties. This Agreement will not be construed as establishing a partnership or joint venture, joint enterprise, express or implied agency, or employer-employee relationship between the Parties. Neither City, nor its past, present or future officers, elected officials, employees, or agents, assume any responsibility or liability to any third party in connection with the development of the Project or the design, construction, or operation of any portion of the Project.

12.8 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected and it is also the intention of the Parties that, in lieu of any provision found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

12.9 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the paragraphs.

12.10 No Third-Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

12.11 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. A facsimile signature will be deemed to be an original signature for all purposes.

12.12 Dispute Resolution.

A. Good Faith Negotiations. Parties shall first attempt resolution through good faith negotiations between senior officials.

B. Mediation. If negotiations fail, parties shall submit to non-binding mediation before litigation.

C. Venue. Any litigation shall be in Smith County, Texas.

ARTICLE XIII. GENERAL TERMS

13.1 Entire Agreement. This Agreement and the Related Agreement embody the complete Agreement of the Parties hereto, superseding all oral or written, previous and contemporary, agreements between the Parties relating to matters in this Agreement; and, except as otherwise provided herein, this Agreement cannot be modified or amended without a written agreement of the Parties and approval by City Council.

13.2 Law. This Agreement is subject to all legal requirements in the City Charter and Code of Ordinances of City of Tyler, Texas and all other applicable County, State and Federal laws, and Developer agrees that it will promptly comply with all such applicable laws, regulations, orders and rules of the State, City and other applicable governmental agencies. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas without regard, however, to the conflicts of laws provisions of Texas law.

13.3 Venue. Venue for any legal action related to this Agreement is in Smith County, Texas.

13.4 Confidential. City, its officers and employees, and its agents and contractors, shall treat as confidential the financial statements and information together with any proprietary information delivered by Developer, or its respective representatives to City and its representatives and shall not release such information to the public, unless required by law or court order. The Parties hereto acknowledge that the City of Tyler is a governmental body subject to the Texas Public Information Act. City shall immediately notify Developer of any public information requests or court orders to release such information and shall work with Developer to seek an opinion from the Texas Attorney General to protect any information deemed to be Confidential.

13.5 No Boycott and HB 1295 Compliance.

A. No Boycott Israel. Pursuant to Section 2271.002, Texas Government Code, Developer hereby certifies and verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott the State of Israel ("**Israel**") and, to the extent, if any, that this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. This certification and verification is made solely to comply with Section 2271.002, Texas Government Code, and is made only to the extent such section is not repealed or any Laws or Regulations that are enacted or amended to nullify or make voluntary such certification and verification, and only to the extent that said section is not held by a final judgment of a court of competent jurisdiction binding upon one or both of the Parties to be preempted or superseded by Laws or Regulations. As used in the foregoing certification and verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in the Israel or in an Israeli-controlled

territory, but does not include an action made for ordinary business purposes. Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Developer and exists to make a profit.

B. No Boycott Energy Companies. To the extent, if any, that this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, the Developer hereby certifies and verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing certification and verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, and is made only to the extent such section is not repealed by any Laws or Regulations that are enacted or amended to nullify or make voluntary such certification and verification, and only to the extent that said section is not held by a final judgment of a court of competent jurisdiction binding upon one or both of the Parties to be preempted or superseded by Laws or Regulations. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and that exists to make a profit.

C. No Boycott Firearms Entities or Firearm Trade Associations. To the extent, if any, that this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, Developer hereby certifies and verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,:

(i) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. The foregoing certifications and verifications are made solely to comply with Section 2274.002, Texas Government Code, as amended, and are made only to the extent such section is not repealed or any Laws or Regulations that are enacted or amended to nullify or make voluntary any such certifications and verifications, and only to the extent that said section is not held by a final judgment of a court of competent jurisdiction binding upon one or both of the Parties to be preempted or superseded by Laws or Regulations. As used in the foregoing certifications and verifications, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the DEVELOPER and that exists to make a profit.

E. HB 1295 Compliance. Section 2252.908 of the Texas Government Code requires that for certain types of contracts, Developer must fill out a conflict-of-interest form ("Disclosure of

Interested Parties" at the time the Developer submits this executed Agreement to the City. For further information, to the requirements are found on the Texas Ethics Commission website via the following link. https://www.ethics.state.tx.us/filinginfo/1295/. The City has no obligation under this Agreement until such form is accurately completed and properly submitted, and any City obligation is conditioned on such proper completion and submission.

13.6 Right of Offset. The City may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City from the Developer, regardless of whether the amount due arises pursuant to the terms of this Agreement or a Related Agreement or otherwise and regardless of whether the debt due the City has been reduced to judgment by a court.

13.7 Authority. Each party represents it has full authority to enter into this Agreement.

EXECUTED to be effective as of this 10th day of December 2025 (the "Effective Date").

[Signatures Pages to follow]

CITY OF TYLER, TEXAS

_____
Edward Broussard, City Manager

ATTEST:

_____
Cassandra Brager, City Clerk

TYLER HOTEL PARTNERS, LP
By: Tyler Hotel Partners GP, LLC, its general partner

_____
By: David A. Miller, its Vice President

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me, the undersigned authority, this ___ day of _____, 2025, by David A. Miller, Vice President on behalf of said Tyler Hotel Partners. GP, LLC, a Texas Limited liability company.

(SEAL)

_____
NOTARY SIGNATURE

VERIFICATION BY DEVELOPER
David A Miller, Vice President, as the authorized representative of and for the above named. Tyler Hotel Partners GP, LLC represents that the verifications in Sections 13.5 A-C of this Agreement are true.

Tyler Hotel Partners LP
By Tyler Hotel Partners GP, LLC its general partner

By: _____
David A. Miller, Vice President

EXHIBIT A

© Copyright 2009, Summit Surveying, Inc.

According to Title Commitment GF No. 6240099, effective date July 9, 2025, issued July 24, 2025 supplied by WFG National Title Insurance Company, the following instruments listed in Schedule B were examined with the effect on the subject property shown.

Does affect subject property:

Item 10 (c) Easements, dedications, reservations and other matters as shown on plat recorded in Cabinet C, Slide 78-A (Doc. No. 2024010285821), and Cabinet B, Slide 120-A (Volume 9, Page 41), Plat Records, Smith County, Texas

Item 10 (j) Terms, conditions and stipulations of the Lease Agreement and Restatement, Reaffirmation, Ratification and Modification Agreement, Lease Agreement dated August 14th, 1978, reinstated, reinstated, reaffirmed, ratified and modified pursuant to that certain Reinstatement, Reaffirmation, Ratification and Modification of Lease Agreement dated November 22nd, 1999, Assignment and Assumption of Ground Lease dated October 25th, 2000, recorded in Volume 5496, Page 77, Official Public Records of Smith County, Texas; Special Warranty Deed dated April 17th, 2001, recorded in Volume 3753, Page 54, Official Public Records of Smith County, Texas; Amendment dated April 17, 2001; Assignment of Lease Agreement dated April 18th, 2001, recorded in Volume 5753, Page 74, Official Public Records of Smith County, Texas; Assignment and Assumption of Ground Lease with copy of original lease agreement attached dated December 29th, 2004, recorded in Volume 7687, Page 816, Official Public Records of Smith County, Texas. (Non-Survey Item)

Item 10 (k) Terms, conditions and stipulations of the Short Form Lease Agreement dated March 19th, 1999, recorded in Volume 4723, Page 245, Official Public Records of Smith County, Texas, Amended by a certain Second Amendment to Roof Top Lease Agreement dated November 4, 2005, Memorandum of Second Amendment to Roof Top Lease Agreement dated February 7th, 2019, recorded in County Clerk's File No. 2019010001678H, Official Public Records of Smith County, Texas. (Blanket in nature)

Item 10 (l) Terms, conditions and stipulations of the Memorandum and Lease and Option dated December 21st, 2000, recorded in Volume 5821, Page 227, Official Public Records of Smith County, Texas. (Affects, approximate location of easement shown)

Item 10 (m) Terms, conditions and stipulations of Easement and Assignment of Lease Agreement dated September 30th, 2014, recorded under County Clerk's File No. 2014-42440, Official Public Records of Smith County, Texas; Assignment of Easement dated September 30th, 2014, recorded under County Clerk's File No. 2014-0100050435, Official Public Records of Smith County, Texas, & Second Assignment of Easement and Assignment of Lease Agreement dated June 6th, 2018, recorded under County Clerk's File No. 2018010032555, Official Public Records of Smith County, Texas. (Affects, approximate location of easements shown)

Does not affect subject property:

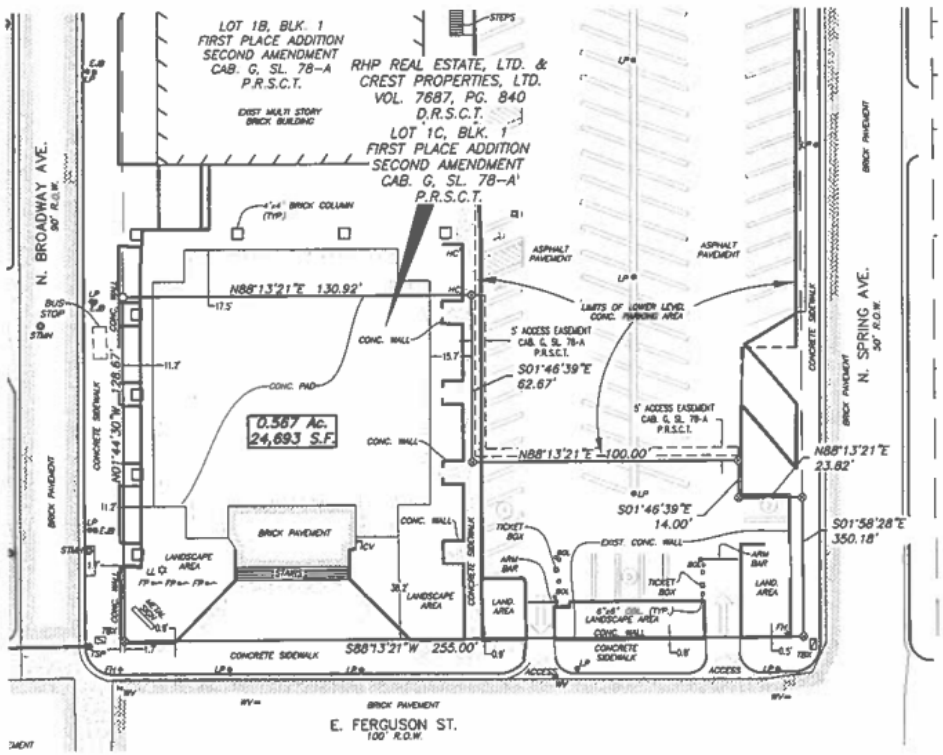
Item 10 (g) 15' Guy Anchorage Easement to Texas Power and Light Company, dated January 16th, 1964, recorded in Volume 1110, Page 469, Deed Records of Smith County, Texas. (Guy anchor or wire referenced in deed does not exist on property at time of survey)

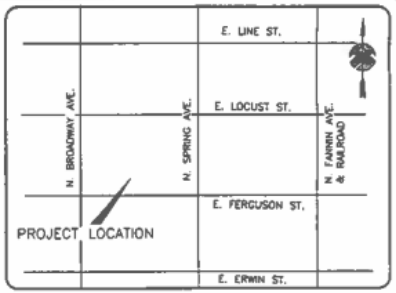
SURVEYOR'S NOTES

- Utilities shown by visible observation and available City utilities maps.
- No building observed on property at time of survey.
- Address of property is 100 East Ferguson Street.
- Bearings and distances shown reflect call and actual per plat recorded in Cabinet C, Slide 78-A, Plat Records of Smith County, Texas.

FLOOD NOTE

According to Firm Map No. 48423C0360D dated April 16, 2014, the subject property lies within:
- Zone "X" - Area of Minimal Flood Hazard.





VICINITY MAP
(NOT TO SCALE)

LEGEND	
⊕E.B	ELECTRIC JUNCTION BOX
FH ⊕	FIRE HYDRANT
FP ⊷	FLAG POLE
GMB	GAS METER
♿	HANDICAP PARKING SPOT
⊕	MAG NAIL FOUND
●	1/2" IRON ROD FOUND
LP ⊕	LIGHT POLE
BOL ●	ROUND POST
BOL □	SQUARE POST
▼ HC	HANDICAP PARKING SIGN
LL ☼	LANDSCAPE LIGHTING
SSMH Ⓢ	SANITARY SEWER MANHOLE
STMH Ⓢ	STORM SEWER MANHOLE
TMH Ⓣ	TELEPHONE MANHOLE
TSP ⊕	TRAFFIC SIGNAL POLE
WMTR	WATER METER
WV ⋈	WATER VALVE
ICV ⋈	IRRIGATION CONTROL VALVE
(5)	PARKING COUNT

LEGAL DESCRIPTION

BEING all of Lot 1C FIRST PLACE ADDITION Second Amendment being a Replat of Lot 1-A, Block 1 First Place Addition, Isaac Lollar Survey, A-574, City of Tyler, Smith County, Texas according to the plat thereof recorded in Cabinet G, Slide 78-A, Plat Records of Smith County, Texas.

This is to certify to RHP REAL ESTATE, LTD. a Texas limited partnership, CREST PROPERTIES, LTD., a Texas limited partnership, TYLER HOTEL PARTNERS, LP, a Texas Limited Partnership, FROST BANK, a Texas state bank and its successors and assigns, CENTRAL TITLE COMPANY, and WFG NATIONAL TITLE INSURANCE COMPANY that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS land title surveys, jointly established and adopted by ALTA and NSPS. The field work was completed on August 1st, 2025.

8/15/25
Date

Monty Nixon
Registered Professional Land Surveyor No. 5542

STATE OF TEXAS
REGISTERED
MONTY NIXON
5542
PROFESSIONAL
LAND SURVEYOR

GRAPHIC SCALE

0 20 40 60 80 100 FEET

BEARING BASIS: NAD83 STATE PLANE TEXAS NORTH CENTRAL ZONE.

ALTA/NSPS LAND TITLE SURVEY
LOT 1C, BLOCK 1
FIRST PLACE ADDITION
SECOND AMMENDMENT
ISSAC LOLLAR SURVEY, A-574
CITY OF TYLER, SMITH COUNTY, TEXAS

REVISIONS	DATE	BY
ISSUED	8/4/25	MLN
REVISED SCHEDULE B COMMENTS	8/15/25	CJG

ALTA/NSPS LAND TITLE SURVEY
LOT 1C, BLOCK 1
FIRST PLACE ADDITION
SECOND AMMENDMENT
ISSAC LOLLAR SURVEY, A-574
CITY OF TYLER, SMITH COUNTY, TEXAS

Summit Surveying, Inc.
Land Boundary • Topography • GPS • Geodetic
2040 Deerbrook Drive, Tyler, Texas 75703 • (903)-561-9544
TBLS Firm No. 10081000

This drawing and all related documents, including those on electronic media, were prepared by Summit Surveying, Inc. (Summit) and are instruments of service, and shall remain the property of Summit. No information herein shall be used only by the client to whom it is addressed, nor by any other use or reproduction, including without limitation, any electronic reproduction or alteration, in whole or in part, for any purpose whatsoever without prior written consent of Summit. Summit will not be liable for any unauthorized use of this drawing and all related documents, including those on electronic media, and the client shall indemnify Summit from all liabilities which may arise from such unauthorized use. Such use shall cover any liabilities that may arise from the use or reuse of any such unauthorized use or changes.

PROJECT MGR.	MLN
PROJECT TECH.	CJG
CHECKED BY	MLN
JOB NO.	23-098

Draft 11.05.25

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-7

Date: December 10, 2025

Subject: Request that the City Council consider authorizing the City Manager to approve the tax abatement agreement with Tyler Hotel Partners and to sign all necessary documents to implement the agreement.

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

On September 10, 2025, the City Council approved an ordinance (Ordinance No. O-2025-55) establishing the designation of Reinvestment Zone Number Five (Valencia Hotel Project), The project will contribute to primary employment, bring development and diversification of the economy, reduction of unemployment and underemployment through the production of new jobs, the attraction of new businesses, and the additional tax revenue.

Tyler Hotel Partners plans to construct a hotel featuring 144 hotel rooms, a 5,700 sq. ft. meeting room, and event space, with an anticipated investment of $47.7 million, expected to be completed within 42 months.

On October 27, 2025, the City of Tyler Reinvestment Zone Committee recommended a five-year abatement for the $47.7 million project, which is expected to create 60 new jobs, as detailed in the agreement.

SUMMARY OF 312 AGREEMENT

Purpose:
- Provides the mechanism for a 50% property tax abatement on the hotel improvements, complementing the City's 380 Agreement.
- It is drafted intentionally simple and easily replicable by Smith County and Tyler Junior College should they choose to adopt parallel 312 agreements at the same abatement level.
- The City's approval of this 312 agreement aims to facilitate the ability for Smith County and Tyler Junior College to establish their own corresponding 312 agreements at the same 50% level.

Interrelationship with the 380:
- The 312 and 380 are drafted to work together as coordinated agreements; the 380 contains the substantive business and performance terms, while the 312 serves as the statutory vehicle for the property-tax abatement itself.

Project Overview:
- Valencia Hotel Project is a 144-room full-service hotel with approximately 5,700 sq. ft. of meeting and event space, representing a $47.7 million capital investment located within Reinvestment Zone No. 5.

Term and Amount:
- 50% abatement for 10 consecutive years, beginning with the first full tax year after the issuance of a Certificate of Occupancy.
- It is the express intention of all Parties that all Chapter 312 Tax Abatement Agreements shall automatically terminate if, at any time prior to the tenth (10th) year of the abatement term, the Maximum Incentive Cap of $12,000,000 in cumulative public funds (as defined in the Chapter 380 Agreement) has been reached.

Compliance:
- Owner must file Texas Comptroller Form 50-116 each year with the Smith County Appraisal District and provide a copy and compliance letter to the City confirming material compliance with both the 312 and 380 Agreements.
- The 380 Agreement handles operational, revenue, employment, and performance tracking tied to incentive payments.
- The 312 Agreement handles statutory certification and abatement eligibility.
- Together, they form a single reporting loop where the 380's substantive data supports the 312's legal compliance filings.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to approve the tax abatement agreement with Tyler Hotel Partners and to sign all necessary documents to implement the agreement.

Attachments:
Tyler Tax Abatement Hotel Final Draft - v.4 11.05.25

Drafted/Recommended By:
Department Leader Heather Nick, AICP, Assistant City Manager

Edited/Submitted By:
City Manager

STATE OF TEXAS §
§ **Tax Abatement Agreement**
COUNTY OF SMITH §

This Tax Abatement Agreement (this "**Agreement**") is entered into by and between the City of Tyler, a Texas home-rule municipal corporation in Smith County, Texas (the "**City**"), and Tyler Hotel Partners, L.P., a Texas limited partnership (the "**Owner**") (each a "**Party**" and together the "**Parties**"), acting by and through their respective authorized representatives with an Effective Date of _____.

WITNESSETH:

WHEREAS, on the 10th day of September, 2025, the City Council of the City of Tyler ("Tyler City Council") approved an ordinance (Ordinance No. O-2025-55) establishing the designation of Reinvestment Zone Number Five (the "**Zone**") ("**Valencia Hotel Project**"), City of Tyler, Texas, for commercial-industrial tax abatement, hereinafter referred to as the "**Ordinance**", as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as the "**Statute**"; and

WHEREAS, the Tyler City Council found that the designation and Valencia Hotel Project will contribute to primary employment, bring development and diversification of the economy, reduction of unemployment and underemployment through the production of new jobs, the attraction of new businesses, and the additional tax revenue generated by the Valencia Hotel Project; and

WHEREAS, the City has adopted Ordinance No. O-2025-56 set out in Tyler City Code Sections 2-30 through 2-32, stating that it elects to be eligible to participate in tax abatement, hereinafter referred to as the "**Policy**"; and

WHEREAS, the Policy constitutes appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City as contemplated by the Statute; and

WHEREAS, in order to maintain and/or enhance the commercial/industrial economic and employment base of the Tyler area to the long-term interest and benefit of the City, in accordance with Ordinance No. O-2025-55, the Policy and Statute; and

WHEREAS, the contemplated use of the Land, as hereinafter defined, the contemplated improvements to the Land in the amount as set forth in this Agreement, and the other terms hereof are consistent with encouraging development of said reinvestment zone, in accordance with the purposes for its creation, and are in compliance with Ordinance No. O-2025-55, the Policy, Statute and similar guidelines and criteria adopted by the City and all applicable law;

WHEREAS, the Owner, having purchased and closed on and now owns fee simple title to that certain land in Tyler, Texas as described and depicted in Exhibit "A" (the "**Land**"), and intends to construct, or cause to be constructed and completed the Valencia Hotel, a hotel with 144 hotel rooms, a 5,700 sq. ft meeting room and event space on the Land (the "**Improvements**"); and

WHEREAS, Owner intends to make a total combined minimum capital investment of at least Forty-Seven Million Seven Hundred Thousand Dollars and No/100 ($47,700,000.00) in the Improvements on the Land within Forty-Two (42) Months of the Commencement of Construction as required by the Related Agreement, as defined herein; and

WHEREAS, the City has agreed to exempt from taxation fifty percent (50%) of the Taxable Value of Owner's Improvements on the Land, for a period of ten (10) consecutive years, on condition that Owner makes Improvements on the Land, within the time period required by this Agreement and Related Agreement, subject to the terms and conditions set forth herein; and

WHEREAS, the City has complied with Texas Tax Code Section 312.207(d), which provides at least 30 days' public notice of the meeting on the approval of this Agreement, and the notice was given in the manner prescribed by the Open Meetings Act and the notice contained: (1) the property owner's name and the applicant's name in this Agreement; (2) the name and location of the Zone subject to this Agreement; (3) a general description of the nature of the Improvements in this Agreement ; and (4) the estimated cost of the Improvements; and

WHEREAS, a public hearing was held on November 12, 2025, a regularly scheduled meeting, where the City Council found that this Agreement, the terms, and property meet the applicable guidelines and criteria governing tax abatement agreements and approved the Agreement by Resolution No.___; and

WHEREAS, a copy of this Agreement has been furnished by the City, in the manner prescribed by Texas Tax Code Section 312.206, to the presiding officers of the governing bodies of each of the taxing units in which the Land is located; and

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, including the expansion of primary employment, the attraction of major investment in the Zone, which contributes to the economic development of the City and the enhancement of the tax base in the City, the Parties agree as follows:

Article I
Findings and Determinations

City hereby represents to Owner that as of the date hereof:

1.1 City is a duly created and existing municipal corporation and home rule municipality of the State of Texas under the laws of the State of Texas and is duly qualified and authorized to carry out the governmental functions and operations as contemplated by this Agreement.

1.2 City has the power, authority and legal right under the laws of the State of Texas and the Charter to enter into and perform this Agreement and the execution, delivery, and performance of this Agreement (i) will not, to the best of its knowledge, violate any applicable judgment, order,

law, or regulation, and (ii) do not constitute a default under, or result in the creation of any lien, charge, encumbrance, or security interest upon any assets of City under any agreement or instrument to which City is a party or by which City or its assets may be bound or affected.

1.3 This Agreement has been duly authorized, executed and delivered by City and constitutes the legal, valid, and binding obligation of City, enforceable in accordance with its terms except to the extent that (i) the enforceability of such instrument may be limited by bankruptcy, reorganization, Insolvency, Moratorium, or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights and (ii) certain equitable remedies including specific performance may be unavailable.

1.4 The execution, delivery, and performance of this Agreement by City do not require the consent or approval of any person which has not been obtained.

Owner hereby represents to City that as of the date hereof:

1.5 Owner is duly authorized and existing and in good standing under the laws of the State of Texas and shall remain in good standing in the State of Texas during the Term of this Agreement.

1.6 Owner has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery and performance of this Agreement (i) have been duly authorized, and will not, to the best of its knowledge, violate any judgment, order, law or regulation applicable to Owner or of the provisions of any agreement or instrument to which Owner is a party or by which it may be bound, and (ii) do not constitute a default under or result in the creation of, any lien, charge, encumbrance, or security interest upon any assets of Owner under any agreement or instrument to which Owner is a party or by which Owner or its assets may be bound or affected.

1.7 This Agreement has been duly authorized, executed, and delivered and constitutes the legal, valid, and binding obligation of Owner, enforceable in accordance with its terms except to the extent that (i) the enforceability of such instrument may be limited by bankruptcy, reorganization, insolvency, moratorium, or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights and (ii) certain equitable remedies including specific performance may be unavailable.

Article II
Definitions Incorporated by Reference

Wherever used in this Agreement, the following terms (and other terms in this Agreement that are defined in parentheses) shall have the meanings ascribed to them.

"**Appraisal District**" shall mean the Smith County Appraisal District or its successor.

"**Certificate of Occupancy**" shall mean a temporary or final certificate of occupancy issued by the City for the occupancy of a Hotel Project.

"**Commencement of Construction**" shall mean that: (i) the plans have been prepared and all approvals thereof and permits with respect thereto required by applicable governmental authorities have been obtained for construction of a Hotel Project on the Land; (ii) all necessary permits for the construction of a Hotel Project on the Land pursuant to the respective plans therefore having been issued by all applicable governmental authorities; and (iii) grading of the Land or the construction of the vertical elements of the Improvements for a Hotel Project has commenced.

"**Completion of Construction**" shall mean: (i) substantial completion of a Hotel Project and its related Improvements; and (ii) the issuance of a Certificate of Occupancy for that Hotel Project.

"**Hotel Project**" shall mean the hotel with 144 hotel rooms, a 5,700 sq. ft. meeting room and event space to be built by Owner on the Land with a total square footage of approximately 90,000 square feet. For clarity, this "Hotel Project" is also and interchangeably referred to as the **Blackstone Hotel** Project and is stated as such in the "Related Agreement".

"**Expiration Date**" shall mean the earlier of: (i) December 31 of the last calendar year of possible abatement hereunder, or (ii) the year when the "Maximum Term" is reached as provided for in Section 5.2 (C) of the Related Agreement.

"**First Year of Abatement**" shall mean January 1 of the calendar year immediately following the issuance of a Certificate of Occupancy by the City to the Owner.

"**Force Majeure**" shall mean any contingency or cause beyond the reasonable control of a Party, including, without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, government or de facto governmental action, restrictions or interferences (unless caused by the intentional acts or omissions of the Party), fires, explosions, floods or other inclement weather, strikes, slowdowns or work stoppages, incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or similar causes that results in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders, construction delays, shortages or unavailability of supplies, materials or labor, necessary condemnation proceedings, or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances are similar to any of those enumerated or not. The Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed, provided the Party whose performance is delayed provides written notice to the other Party not later than fifteen (15) business days after the last day of the month of the occurrence of the event(s) or condition(s) causing the delay or the date the Party whose performance has been delayed becomes aware or should have reasonably known of the event, describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred.

"**Improvements**" shall mean the Hotel Project to be constructed on the Land containing approximately 140 hotel rooms full-service hotel and 5,700 square feet of meeting and event space with amenities in accordance with the Related Agreement.

"**Land**" means the real property described and depicted in Exhibit "A".

"**Related Agreement**" shall mean the Amended and Restated Chapter 380 Economic Development Agreement, dated _____ between the City and the Owner.

"**Taxable Value**" means the appraised value as certified by the Smith County Appraisal District (or its successor) as of January 1 of the applicable year.

Article III
General Provisions

3.1 Owner is the owner of the Land which is currently located within the City limits and within the Zone and intends to construct the Improvements.

3.2 The Land is not directly owned or leased by any member of the Tyler City Council or any member of the Tyler Planning and Zoning Commission.

3.3 As a condition precedent for Owner to be eligible for the tax abatement set forth herein, Owner shall take the following actions and/or make at least the Improvements, as applicable, in accordance with the Related Agreement and all obligations under the Related Agreement The duties and obligations of the Related Agreement are conditions precedent to Owner being eligible to request tax abatement pursuant to this Agreement.

3.4 After Completion of Construction of the Improvements on the Land, Owner shall notify the City in writing that it is electing to obtain the tax abatement set forth in Section 4.2.

3.5 Owner shall, between January 1 and April 30 of each calendar year that this Agreement is in effect, certify in writing to the Smith County Tax Appraiser, by filing Texas Comptroller of Public Accounts Form 50-116, and provide a copy to the City with a letter stating that, to Owner's actual knowledge, the Owner is in material compliance with this Agreement and the Related Agreement.

3.6 During the term of this Agreement and for only the Hotel Project that is receiving tax abatement hereunder, subject to the terms of this Agreement and the Related Agreement, Owner shall use commercially reasonable efforts to ensure that such Hotel Project is used in the manner (i) that is consistent with the City's Comprehensive Zoning Ordinance, as amended, and as revised by the Related Agreement, and (ii) that, during the period taxes are abated hereunder, is consistent with the general purposes of encouraging development or redevelopment within the Zone. Owner agrees to maintain the Improvements during the term of this Agreement in accordance with the Related Agreement and all applicable state and local laws, codes, and regulations

3.7 Owner must pay property taxes before receiving the abatement, provided, herein.

Article IV

Tax Abatement Authorized

4.1 This Agreement is authorized by the Statute and in accordance with the City's Tax Abatement Criteria and Guidelines in Ordinance No. O-2025-55.

4.2 Subject to the terms and conditions of this Agreement and the Related Agreement, and Owner's election set forth in Section 2.4 above, City hereby grants Owner an abatement of **fifty percent (50%)** of the Taxable Value of the Owner's Improvements for a **period of ten (10) consecutive years**, subject to Article 4.4, beginning with the First Year of Abatement.

4.3 In no case shall the abatement begin during tax years 2026 or 2027 pursuant to the Related Agreement provision for the reimbursement of property tax for those years.

4.4 The term of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein, or when the Owner receives the Maximum Incentive as provided in the Related Agreement.

Article V
Default; Recapture

5.1 In the event that (1) Owner fails to comply with the Related Agreement or (2) Owner allows its ad valorem taxes owed the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes, or (3) Owner breaches any other material terms or conditions of this Agreement, then this Agreement shall be in default.

5.2 In the event that the Owner defaults in its performance of (1), (2), or (3) above, then the City shall give the Owner written notice of such default and, if the Owner has not cured such default within thirty (30) days of said written notice, or if such default cannot be cured by the payment of money and cannot with due diligence be cured within a ninety (90) day period owing to causes beyond the control of the Owner, this Agreement may be terminated or modified by the City.

5.3 Notices shall be in writing and shall be delivered by personal delivery or certified mail to Owner at its address of record.

5.4 As liquidated damages, in the event of default, all taxes which otherwise would have been paid to the City without the benefit of the abatement under this Agreement (but without the addition of penalty; interest will be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas) ("**Recapture Amount**") will become a debt to the City and shall be due, owing, and paid to the City within sixty (60) days of the expiration of the above mentioned applicable cure period as the sole remedy of the City, subject to any and all lawful offsets, settlements, deductions, or credits to which Owner may be entitled. The Parties acknowledge

that actual damages, in the event of default and termination, would be speculative and difficult to determine.

5.5 If the Breaching Party fails to cure the default within the time provided as specified above or, as such time period may be extended, the City, at its sole option, shall have the right to terminate this Agreement, effective upon giving written notice to Owner.

Article VI
Miscellaneous

6.1 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received (i) three (3) days after deposit in United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below, or such other address as is designated by the applicable Party from time to time, or (ii) on the day received as reflected in the courier's delivery receipt or tracking application if sent by overnight delivery using a nationally recognized overnight courier, or if hand delivered.

If intended for City, to: Attn: City Manager City of Tyler 212 N. Bonner Avenue Tyler, Texas 75702	with a copy to: Legal Department 212 N. Bonner Avenue Tyler, Texas 75702
If intended for Owner, to: Tyler Hotel Partners, LP Through its general partner Tyler Hotel Partners GP, LLC David A. Miller, Vice President 40770270 Post Oak Parkway, Suite 2800 Houston, Texas	with a copy to: Mr. Greg Canon The Law Offices of Greg Canon 4100 Hyridge Drive Austin, Texas 78759

6.2 Authorization. This Agreement was authorized by resolution of the City Council approved by its Council meeting authorizing the Mayor to execute this Agreement on behalf of the City. This Agreement was duly authorized by Owner.

6.3 Severability. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the Parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

6.4 Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to any conflict of law rules. Exclusive venue for any action under this Agreement shall be the State District Court of Smith County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

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

6.6 Entire Agreement. This Agreement, in conjunction with the Related Agreement, embody the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to the matters in this Agreement, except for the Related Agreement, and except as otherwise provided herein, and this Agreement cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.

6.7 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.8 Assignment. This Agreement may not be assigned by the Owner without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed.

6.9 Employment of Undocumented Workers. During the term of this Agreement, the Owner agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), the Owner shall repay the taxes abated herein within 120 days after the date the Owner is notified by the City in writing of such violation. Owner is not liable, and shall not be liable for repayment, for a violation of this section by a subsidiary, affiliate, or franchisee of Owner or by a person with whom such Party contracts.

6.10 Right of Offset. The City may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City from the Owner, regardless of whether the amount due arises pursuant to the terms of this Agreement or a Related Agreement or otherwise and regardless of whether the debt due the City has been reduced to judgment by a court.

6.11 No Boycott Israel. Pursuant to Section 2271.002, Texas Government Code, Owner hereby certifies and verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott the State of Israel ("Israel") and, to the extent, if any, that this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. This certification and verification is made solely to comply with Section 2271.002, Texas Government Code, and is made only to the extent such section is not repealed or any Laws or Regulations that are enacted or amended to nullify or make voluntary such certification and verification, and only to the extent that said section is not held by a final judgment of a court of competent jurisdiction binding upon one or both of the Parties to be preempted or superseded by Laws or Regulations. As used in the foregoing certification and verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action

that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in the Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Owner and exists to make a profit.

6.12 No Boycott Energy Companies. To the extent, if any, that this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, the Owner hereby certifies and verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing certification and verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, and is made only to the extent such section is not repealed by any Laws or Regulations that are enacted or amended to nullify or make voluntary such certification and verification, and only to the extent that said section is not held by a final judgment of a court of competent jurisdiction binding upon one or both of the Parties to be preempted or superseded by Laws or Regulations. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and that exists to make a profit.

6.13 No Boycott Firearms Entities or Firearm Trade Associations. To the extent, if any, that this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, Owner hereby certifies and verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(i) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing certifications and verifications are made solely to comply with Section 2274.002, Texas Government Code, as amended, and are made only to the extent such section is not repealed or any Laws or Regulations that are enacted or amended to nullify or make voluntary any such certifications and verifications, and only to the extent that said section is not held by a final judgment of a court of competent jurisdiction binding upon one or both of the Parties to be preempted or superseded by Laws or Regulations. As used in the foregoing certifications and verifications, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the OWNER and that exists to make a profit.

6.14 HB 1295 Compliance. Section 2252.908 of the Texas Government Code requires that for certain types of contracts, Owner must fill out a conflict-of-interest form ("Disclosure of

Interested Parties" at the time the Owner submits this executed Agreement to the City. For further information, to the requirements are found on the Texas Ethics Commission website via the following link. .https://www.ethics.state.tx.us/filinginfo/1295/ The City has no obligation under this Agreement until such form is accurately completed and properly submitted, and any City obligation is conditioned on such proper completion and submission.

6.15 Sovereign Immunity. No Party hereto, waives any statutory or common law right to sovereign or governmental immunity by virtue of execution, hereof.

6.16 Effective Date. The Effective Date of this Agreement shall be as defined above.

[Signature pages to follow]

EXECUTED in duplicate originals the ____ day of _____, 2025.

CITY OF TYLER, TEXAS

By: _____
Edward Broussard, City Manager

ATTEST:

By:_____
Cassandra Brager, City Secretary

Tyler Hotel Partners LP
By Tyler Hotel Partners GP, LLC its general partner

By: _____
David A Miller, Vice President

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 2025, by David A. Miller, Vice President on behalf of said Tyler Hotel Partners. GP, LLC, a Texas Limited liability company.

(SEAL)

_____
NOTARY SIGNATURE

VERIFICATION BY OWNER

David A Miller, Vice President, as the authorized representative of and for the above-named Tyler Hotel Partners GP, LLC represents that the verifications in Sections 6.11 through 6.13 of this Agreement are true.

Tyler Hotel Partners LP
By Tyler Hotel Partners GP, LLC its general partner

By: _____
David A. Miller, Vice President

Exhibit "A"
The Land

[to be inserted by City]

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-8

Date: December 10, 2025

Subject: Request that the City Council consider ratifying the agreement executed by the City Manager with Invoice Cloud for the provision of online and electronic payment processing services for the City of Tyler Water Business Office.

Item Reference:

The Water Business Office currently utilizes online payment systems to support customer billing and account management. As part of ongoing efforts to improve the customer experience, enhance payment security, and streamline internal processing, we reviewed our options for modernizing the Water Business Office's payment platform. After evaluating available vendors, we selected Invoice Cloud through a cooperative buying agreement. They were identified as a service provider capable of meeting the City's functional, technical, and security requirements. Invoice Cloud currently provides utility payment services to 33 other Texas cities, including the Cities of Arlington and Plano.

To avoid delays in implementation, the City Manager executed an agreement with Invoice Cloud after completion of staff review. The new system is expected to provide an improved user experience, expanded payment options, and more robust reporting tools for City staff. These improvements directly support customer satisfaction and operational efficiency within the Water Business Office.

City Council ratification is now requested to formally affirm the City Manager's execution of the agreement and authorize its implementation of the Invoice Cloud payment platform. This agreement will cost the City zero dollars to implement and will only incur a per-transaction fee, which the City will absorb. As a result, customers will not incur any additional fees for transactions made in the office or online.

RECOMMENDATION:

Request that the City Council consider ratifying the agreement executed by the City Manager with Invoice Cloud for the provision of online and electronic payment processing services for the City of Tyler Water Business Office.

Attachments:
Invoice Cloud Executed Agreement 11.25

Drafted/Recommended By:

Department Leader Chris Cambra

Edited/Submitted By:
City Manager

InvoiceCloud
Statement of Work
City of Tyler, TX

Introduction
This Statement of Work (SOW) scopes the high-level integration overview for City of Tyler (Biller).

The InvoiceCloud (IC) suite of services (The Service) will give the Biller and its customers the ability to accept electronic payments for invoiced and non-invoiced items. The Service will allow the Biller to offer electronic payment processing in a securely hosted real-time environment. Customers will be able to locate, view and print bills or invoices and payment records online and pay using credit cards, debit cards, digital wallets, and electronic checks.

This SOW contains many products, services, and payment methods. Only the specific products, services and payment methods selected by Biller, as outlined in the Biller Order Form for each Invoice Type, are included in the delivery of products, services, and payment methods.

Definitions:

1. Biller – Merchant /City of Tyler
2. Payer – Client customer, resident, person paying a bill or invoice.
3. EBPP – Electronic Bill Presentment & Payment
4. Bill – Bill and Invoice are used synonymously throughout this document.
5. RTDR - Real-Time Data Refresh – collects and aggregates the data as soon as a user accesses a specific function.
6. NTDR – Near-Time Data Refresh – integration that happens periodically; the data is collected immediately but it is not aggregated until later – data can be processed every day, every hour or even every few minutes.
7. EMV - **EMV** is a payment method based on a technical standard for smart payment cards and for payment terminals and automated teller machines which can accept them. EMV stands for "Europay, Mastercard, and Visa", the three companies that created the standard.
8. P2PE - Point-to-Point Encryption

1. Security and Industry Compliance

InvoiceCloud maintains full compliance with current applicable Payment Card Industry (PCI) standards, Cardholder Information Security Program (CISP) regulations and National Automated Clearinghouse Association (NACHA) rules and guidelines. InvoiceCloud will abide by such guidelines for the security of all cardholder data that InvoiceCloud possesses.

a. **PCI** - InvoiceCloud will provide compliant storage of Biller's customer payment information that is certified by Visa/MasterCard. Data security measures are addressed during collection and transmission via SSL with our patent pending encryption technology. All confidential information will be treated in accordance with the PCI standards.
b. **Software as a Service (SaaS) Architecture** – All Biller customer financial and payment information and the invoice presentment and payment processing application is housed offsite from Biller.
c. **Browser Compatibility** - InvoiceCloud supports the most current version of the industry's most common browsers. Web browsers which do not support Transport Layer Security (TLS) versions 1.2 or 1.3 will be unable to connect to the InvoiceCloud platform. Unsupported

browsers include Internet Explorer running on Windows XP, Server 2003, and Vista operating systems.

2. **Data Integration**
The integration matrix for the Biller will include the functionality found in Appendix B.

3. **EBPP Customer Portal**
The Customer Portal is an electronic bill presentment and online payment portal (EBPP) where a Biller's customer (Payer) can view a bill and then proceed, within the same user interface, to make an online payment.
   a. InvoiceCloud will present bills electronically through a payer portal that is branded for Biller or via an email notification, if the Payer provides an email address.
   b. The electronic invoice presentment will simulate the paper invoice Biller uses and will be available in PDF and/or html format.
   c. The Service may provide the Payer the option of making a payment via credit/debit card, digital wallet, or e-check (EFT/ACH).
   d. The Service provides the Payer a one-time online payment option without registration, and the capability to register to access Payer's account history, schedule a payment, or set up AutoPay payments.
   e. A Payer will have the ability to choose their payment date (also known as scheduled payments).
   f. Payers will have the option to enroll in Pay by Text:
      - Provides interactive SMS registration and enrollment confirmation
      - Sends notification when new bills are available for viewing and payment
      - Allows for payment utilizing a stored-payment method (default payment method) or payment via URL
   g. The system will accept partial, full, or overpayments as defined by the Biller.
   h. The Payer will register with the Service using the authentication method designated by Biller.
   i. Linking Accounts - After registering with the Service, the Payer will be able to login into their account(s). If the Payer has multiple accounts and uses the same authentication information for all accounts, the Payer will be able to link their account and view from a single registration. The Payer will then have the option to choose which account they would like to pay or view in further detail.
   j. The Payer will receive an email confirmation of payment after any payment process.
   k. The Payer will have the ability to search and access historical bills once they register with the Service. The Service will store twenty-four (24) months of rolling history from the point of Biller's first invoice file upload to the Service. This includes invoice history and account history.
   l. Payers who have scheduled a payment or registered for AutoPay will receive email notification from the Service of pending payments.
   m. The Service includes shopping cart functionality.
   n. The Service will allow the Payer the option to elect paperless billing.
   o. A Payer registered for paperless billing will be automatically placed back on paper billing if their email address is undeliverable; notification of the Payer's undeliverable email address will be sent to Biller via email.
   p. Billers will have the option to enable an in-line Donations Invoice Type:
      - Payers can make a one-time monetary donation to a particular fund, in addition to their primary bill payment, which appears as a line item on the transaction receipt.

- Biller may choose from several configuration options including but not limited to, round up, fixed amount, other donation amount, start and end date.
- IC supports up to 10 unique donation invoice types with logo and informational text box. Changes are made by request through the HelpDesk.
- Transaction reporting is made available in the Biller Portal.
- Biller may choose to deposit donation funds into a separate bank account.

d. Biller website online form URLs: Virtual site configuration allows for Biller specific URLs, text and images on the landing page Welcome Message area and Right-Side Menu (right menu not rendered in the mobile view).

4. **Biller Portal**

The Biller Portal is our comprehensive administrative portal where Biller staff will have access to reporting, reconciliation, view SaaS product release notes and send feedback, customer profile management tools, search real time payments, manage customer email templates, contact support, sign up for training, and other general reporting functions.

- Customer Profile – Management Tools (subject to applicable user permissions)
  - Ability to assist a customer with payments using a new or saved payment method
  - View 24-months billing and payment history, with PDF/HTML bill view
  - Ability to enroll or modify customer enrollment in AutoPay, Paperless, Pay by Text, or Recurring Scheduled Payments
  - Login as Account Owner
  - Re-send first email notifications, send on demand Pay by Text SMS
  - Compatible with POSPay to facilitate EMV transactions
  - View summary Email History with send dare and click through history
  - View Customer History, including CSR activity on account
  - Facilitate Password Reset
- User Permissions – The Biller Portal includes a table of permissions for each individual User, determined by the Biller's System Administrator. Each permission is applied to a user ID on an individual basis to maximize flexibility. The system administrator can allow or disallow access to functions such as viewing data, creating reports, resending email notices, processing payments, credits or refunds, editing email templates and more. Since it is controlled by Biller administrator, changes can be made quickly on an as needed basis.
- Maintenance Window – InvoiceCloud provides the option to create maintenance windows, which are time spans in which users are not allowed to process transactions. If a payment attempt is made during an active maintenance window, the user will be redirected to a page with a message that the system is undergoing maintenance. Biller Portal users with sufficient permissions can manage maintenance window timing and messages as needed. This includes an option to apply a maintenance window to all customer-facing pages, when you need to go further than blocking new payment attempts and restrict all customer access to InvoiceCloud (bill search, login, browsing) during the time span provided. Two types of maintenance windows can be enabled:
  - Daily Maintenance Window – a recurring maintenance window that runs daily during a provided time span (from HH:MM to HH:MM).
  - Scheduled Maintenance Window – a continuous maintenance window that runs during a provided date range with start and end times (from DD/MM/YYYY at HH:MM to DD/MM/YYYY at HH:MM).

5. Reporting

The reports listed below are standard in the Biller Portal. They do not require any customization and are available on demand. All reports can be scheduled by the user to be delivered by email with a CSV file download. Available reporting may vary, depending on your billing system integration method (batch vs real-time) or portal delivery method (InvoiceCloud direct vs Single Sign-On).

General Reports:

- Search Customers
- Search Files:
  - Adjustment Files
  - Invoice Files
  - Payment Files
- Search Payments
- AutoPay
- Customers:
  - Customer Conveyance
  - Data Pump History
  - Expiring Cards
  - Pay by Text Registrations
- Donations:
  - Donors Report
  - Donation Summary
- Email:
  - Email Change
  - Email Do Not Send List
  - Email Notification Summary
  - Email Statistics
  - Email Tracking
- Invoices: Total Outstanding Invoices
- Paperless:
  - Paperless Billing
  - Paperless Bounce
  - Paperless Registration History
  - Paperless
- Payments:
  - Daily Payments Received
  - Monthly Summary
  - Recurring Scheduled Payments
  - Registration
  - View Scheduled Payments

Custom Scheduled Reports:

- Active Customers
- Email Click Through from Current Month
- Email Click through from Last Month
- Inactive Customers
- Outstanding Invoices
- Paperless Customers with Address
- Paperless Customers Email Address
- Payment Details from last Month
- Payment Details from Yesterday

Reconciliation Reports:

- Batch:
- Open Batch
- Settled Batch History
- Chargebacks
- Deposit Reconciliation
- Payment Reconciliation
- EFT/ACH Rejects
- EFT/ACH Support: EFT/ACH Reject Codes

Product Reports:

- Cloud Store:
  - Biller Summary
  - Consumer Summary
  - Detail Export
  - Payment Summary
  - Transaction Detail
- Online Bank Direct
  - Deposits
  - Pending Payments
  - Processed Payments
  - Reconciliation
  - Returned Payments
  - Reversals
  - Unmatched Payments
- Request System
  - Search Requests
  - Open Requests
  - Configuration
- Outbound Campaigns

6. **Payer Email Notifications**
The Service provides a set of customizable email notification templates for each invoice type that are delivered for numerous events surrounding electronic invoice presentment and payment activity. Email notifications may be customized through the Biller Portal using a Word style editor and options to insert secure hyperlinks to website, links to electronic documents such as newsletter or bill inserts, and/or variable fields selected from the Biller's data file.

7. **Implementation Process**
InvoiceCloud assigns an Implementations Manager (IM) for each project. The IM will be the Biller's primary contact during the implementation process and coordinates all necessary resources from Biller, Biller software company, InvoiceCloud, and any sub-contractors. The IM will provide the Biller with the following documents to facilitate the project:
   a. **New Biller Questionnaire & Questionnaire Key** – Documents critical information needed to setup and initiate the service including information on business rules and feature selection.
   b. **Project Timeline** – Details project schedule and milestones.
   c. **Testing & Training Plan** – This plan walks the Biller through a set of user acceptance testing criteria and facilitates training on the service.

8. **Support**
InvoiceCloud's Client Services team is available to assist you Monday – Friday from 7:00 am – 8:00 pm Eastern Time, excluding holidays. You may submit a ticket (at any time) via Support Central in your Biller Portal, or, during these hours, speak to a Product Specialist who will answer questions, troubleshoot problems, and assist as needed to enable you to get the most from your partnership with InvoiceCloud and your use of the Service. You will also be provided with a special telephone number that you can use should you encounter an emergency after hours. We use the following severity levels to guide our team:
   - "Critical Severity" support issues are responded to within 1 hour and must be reported via phone so we can most quickly troubleshoot with you. Examples of these issues include unavailability of the InvoiceCloud portal, platform, integrations, or APIs, or a problem that is severely adversely impacting your ability to use the platform.
   - "High Severity" support issues are responded to within 2 hours and should be reported via telephone or by emailing helpdesk@invoicecloud.com. Examples of these issues include degraded performance of the InvoiceCloud platform or APIs, although the portal and processing are still available.
   - Other support issues are responded to by the next business day and should be reported via telephone or by emailing helpdesk@invoicecloud.com. Examples include general questions, feature requests, data pulls, multi-factor authentication resets, integration troubleshooting, etc.

9. **Success Manager**
A Customer Success Manager (CSM) will be assigned to the client during the implementation. The CSM is there to help ensure the Biller receives the maximum value from the platform and has an internal advocate, adoption resource, and point of escalation if/when needed.

10. **Biller Training**
Biller staff will be guided in how to use the system through in-house training, documentation, remote live sessions, and access to our client support team.
   - All standard training will be done remotely. InvoiceCloud's training personnel will at minimum provide sessions for Payer Portal, Biller Portal, and Reconciliation.

- Separate training is conducted for Biller's technical staff regarding the uploading of bill files and any other applicable processes.
- Live Training Enrollment is available in the Biller Portal.
- A library of pre-recorded training videos is also available in the Biller Portal.

11. Marketing

InvoiceCloud provides marketing support that our Billers can use to promote the EBPP and IC payment solutions to its Payers, at no charge. InvoiceCloud's marketing group will schedule a 1-hour conference call to review InvoiceCloud's recommended best practices for promoting the service. Sample templates will be provided for each item and customizations can be made upon request. The marketing collateral that InvoiceCloud provides may include:

- Bill Inserts
- Newsletters
- Envelope Teasers
- Pay Button Link
- Posters with Acrylic Stands for Payment Counters
- Business card sized take-away cards with QR code
- Local cable/TV station announcement

12. Add-On Products:

a. **IVR**

CloudIVRConnect allows Billers to accept payments via our interactive voice response system, offering payers 24-hour access to account balance and payment options.

- Provides for a toll-free call and a caller ID number set by the Biller
- Supports messaging in both English and Spanish
- Additional languages may be scoped upon request
- Provides for a customizable initial greeting (includes Biller name) – all remaining prompts are standard
- Ability to pay with credit card, debit card, or e-check (ACH)
- Replays information with InvoiceCloud generated confirmation #
- On Demand SMS URL, Cell Phone Number Authentication, Saved Payment Method, and Email confirmation available configuration options.

b. **POSPay**

The IC POSPay solution allows Billers to accept point-of-sale (POS) payments from customers using chip cards (EMV), contactless devices (Apple Pay, Google Pay), and RFID-enabled cards (tap-to-pay). POSPay terminals utilize point-to-point encryption (P2PE) for secure acceptance, tokenization, and transmission of card data to complete transactions. InvoiceCloud offers both wired terminals (Ethernet) for use at the counter and wireless handhelds (WiFi). POSPay can be integrated in Biller Portal for EBPP and Cloud Store invoice types, or third-party applications using CloudPay v2.

c. **Online Bank Direct™**

The IC Online Bank Direct (OBD) allows Billers to electronically import e-check (ACH) payments initiated from consumer bank bill sites. The following options are available:

- Auto-matching of payments with open invoices
- Email consumer a payment notification for those customers with an email address on file

- Ability to apply a single payment to multiple invoices
- Custom search capabilities to locate matching invoice(s)
- Electronic deposit of corresponding e-checks

d. **Outbound Campaigns**

Outbound Campaigns is a multi-modal broadcast platform that allows Biller delivery of automated Voice, SMS, and Email notices. Campaigns can be targeted to notify specific customers using preferred contact methods and configurable messages. Campaigns can be queued for instant delivery or scheduled to be sent out in the future. Whether you're sending out notifications for customer support, emergency alerts or appointment reminders, Outbound Campaigns allows you to contact and keep in touch with customers throughout their entire journey.

e. **CloudPay™**

The IC Cloud Pay API allows Billers to integrate third-party billing applications/workflows with InvoiceCloud checkout by generating a secure payment URL. The following options are available:

- Browser redirect or embedded iframe
- Accept payments via credit card, debit card, or e-check (ACH)
- Payment records delivered to a defined postback URL in seconds
- Customer receives email confirmation of payment

This Statement of Work contains many products, services, and payment methods. Only the specific products, services and payment methods selected by the Biller, as outlined in the Biller Order Form, are included in the delivery of products, services, and payment methods.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

City of Tyler, TX

Printed Name	Edward Broussard
Title	City Manager
Date	11-18-25
Signature	Edward Broussard

AR

InvoiceCloud, Inc.

Printed Name	Kevin O'Brien
Title	CEO
Date	11/14/2025
Signature	Kevin O'Brien

Appendix A: System Modifications

As outlined below, InvoiceCloud has agreed to make the following changes to the setup and functionality of our platform:

NONE

Appendix B

CIS Integration Supported Features

Modules & Features	CentralSquare - NaviLine	
PRODUCTS		
Invoice Types	Utilities	
EBPP	Supported	
Cloud IVR Connect	Supported	
Pay by Text	Supported	
Apple Pay	Supported	
Google Pay	Supported	
PayPal	Supported	
DATA EXCHANGE	**Method**	**Frequency**
Invoices	InvoiceCloud SFTP	As Needed
Payments	Fusion Web Services	Real-Time
Adjustments (Account Balances)	Fusion Web Services	Real-Time
AutoPay Flags	Fusion Web Services	Real-Time
Paperless Flags	Fusion Web Services	Real-Time
Block Payment Method (Cash Only)	Fusion Web Services	Real-Time
INVOICE FILES		
IC Translates file	Supported	
Historical Data (2 years shown online)	Supported	
BILL PRESENTMENT		
Link to PDFs	DataProse	
REGISTERED USER PORTAL		
TBD	Single Sign-On (SSO)	

Appendix C

CIS Biller Deliverables

DELIVERABLES
Fulfill prerequisites to install and host NaviLine Web Enablement (WB) package – Fusion API – on your server: https://fusion.centralsquare.com/Fusion/Suite/NaviLine/GettingStarted
NaviLine Web Enablement (WB) package and License Key to utilize Fusion web services
Whitelist IP addresses and ports required to allow communication with InvoiceCloud
Comply with P2PE Chain of Custody requirements for EMV terminal delivery/receipt and management
Ethernet connection available for each EMV terminal
Accessories for POS devices (ex: desk stand/dock or locking mechanism)
Sample Invoice File
Sample Adjustment File
Sample Payment File
Sample Images of Bills
Auto Pay Conversion data (if applicable)
Paperless conversion data (if applicable)

InvoiceCloud

Biller Order Form

SALES INFORMATION			
IC Sales Rep	Jason Stinnett	Vertical	Local Gov (Util, Tax, Misc)
Order Date	11/14/2025	Billing Software	CentralSquare

BILLER INFORMATION					
Ownership Type	Government	Phone	+1 903-531-1100	Fax	
Full Legal Name	City of Tyler	Website URL	cityoftyler.org		
Address 1	212 North Bonner Avenue	Bus. Open Date			
Address 2		Federal Tax ID			
City	Tyler	*Federal Tax ID and Legal Name must match on all documents*			
State	TX ZIP 75702				

BILLER CONTACT	
Primary Contact Name	Chris Cambra
Phone	903-531-1258
Email Address	ccambra@tylertexas.com

SIGNING AUTHORITY					
Name	Edward Broussard			Title	City Manager
Phone		Fax		Email Address	

BILLER BANK ACCOUNT (FOR INVOICE CLOUD AND NETWORK FEES, AND AS PROVIDED IN THE BILLER AGREEMENT)			
Note: Must include voided business check or bank letter for each unique account			
Billing Method	Direct Debit		
Routing #		Last 4 Acct #	

PAYMENT METHODS ACCEPTED	
Payment Methods	[American Express] [VISA/Mastercard/Discover] [PayPal] [ACH/EFT]

BILLER PRICING (see attached Invoice Type Parameter Sheet(s) for invoice-type-specific pricing; see also Implementation Fee Details section below for additional pricing information)**

Description	Interval	Cost Type	Cost
Biller Portal Access Fee	Monthly	Fixed ($)	$0.00
Credit Card - Chargeback Fee Non-Submitter	Per Transaction	Fixed ($)	$10.00
EFT - ACH Reject Fee Non-Submitter	Per Transaction	Fixed ($)	$10.00
PayPal Brands - Chargeback Fee (PayPal Brands)	Per Transaction	Fixed ($)	$10.00
Invoice Presentment For Paperless Customers	Per Transaction	Fixed ($)	$0.30
Invoicing - Outbound Campaigns - Monthly Minimum (Email/Text/Call)	Monthly	Fixed ($)	$500.00
Invoicing - Outbound Campaigns - Text	Per Message	Fixed ($)	$0.10
Invoicing - Outbound Campaigns - Email	Per Message	Fixed ($)	$0.10
Invoicing - Outbound Campaigns - Call	Per Message	Fixed ($)	$0.10

HARDWARE						
Card Reader Type	EMV	Quantity	3	Cost per Reader	$35.00	
Card Reader	PAX A80			Billing Interval	Monthly	
Shipping Address (if different than location address)						

DATA RETENTION		
Months to Keep	48	*Additional Fees apply if greater than 24 months

IMPLEMENTATION FEE DETAILS			
Fee Description	**Interval**	**Cost**	
Implementation Fee (as described in the SOW)	One-Time	$	
Pre Launch Hosting Fee Amount**	**Months until Pre Launch Hosting Fee Starts**		
$	6		

***Biller is responsible for paying the Pre Launch Hosting Fee Amount if the number of months listed in "Months until Pre Launch Hosting Fee Starts" elapses following the Effective Date and Biller's Go Live Date has not occurred. Once in effect, the Pre Launch Hosting Fee Amount will be charged to Biller each month until the Go Live Date occurs.*

NOTES/SPECIAL HANDLING

[SIGNATURE PAGE FOLLOWS]

InvoiceCloud™

Biller Order Form

BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Utility	Pricing Model	Non-Submitter	
		Biller Pays Network Fees	Yes	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
42000	42000	42000	42000	42000	42000	42000	42000	42000	42000	42000	42000

Avg CC Transaction $	223.00	Max Invoice $	60,000.00	Bill Frequency	Monthly	Avg. Bills Per Month	42000

PRODUCTS AND SERVICES

Products and Services	[EBPP/SSO] [IVR] [OBD] [ACH Migration] [Point of Sale]

TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount $	Additional Fee $
All Payment Sources	Credit/Debit/PayPal	.65%		
All Payment Sources	ACH/EFT		$1.95	
Migrated ACH Auto Pay	ACH/EFT		$0.50	
IVR Surcharge	All Payment Methods		$0.25	
Online Bank Direct	All Payment Methods		$0.25	

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee ($) per Transaction
All Payment Sources	Credit/Debit/PayPal	0.00		
All Payment Sources	ACH/EFT	0.00		

SERVICE FEE EXCEPTIONS

MAX PAYMENT CAP

Card and PayPal Max ($)	60,000	ACH Max ($)	125,000

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		Last 4 Acct # for OBD	

NOTES / SPECIAL HANDLING

CERTIFICATION AND AGREEMENT

A. By signing below, the Biller hereby ratifies its authorization for Invoice Cloud, Inc. ("Invoice Cloud") to execute debit/credit entries to the Biller Bank Account(s) indicated above at the depository financial institution(s) named above and to debit/credit the same such account(s). The Biller acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until (i) Invoice Cloud has received written notification (by electronic or U.S. mail) from the Biller of its revocation in such time and manner as to allow Invoice Cloud a reasonable opportunity to act on it, but not less than 10 business days notice; and (ii) all obligations of the Biller to Invoice Cloud that have arisen under this Agreement and all other agreements have been paid in full. The Biller must also notify Invoice Cloud, in writing, (by electronic or U.S. mail) when a change in Biller Bank Account number(s) or bank has occurred at which time this authorization shall apply to such new/changed Biller Bank Account. This notification must be received no less than 10 business days in advance of any change. A fee will be charged for any returned or rejected ACH debits.

B. By signing below, Biller : (1) acknowledges and agrees that it has read, agrees to, and ratifies the Biller Agreement, Biller T+C (referenced in and incorporated by the Biller Agreement), the SOW, and all other Order Forms previously executed by the Biller.; (2) certifies that all information and documents submitted in connection with this Biller Order Form are true and complete; (3) authorizes Invoice Cloud or its agent to verify any of the information given, including credit references, and to obtain credit reports; (4) agrees to pay the Monthly Platform Fee Amount, where applicable, through the last day of the month following the effective date of termination as provided in the Biller Agreement; (5) agrees that Biller and each transaction submitted will continue to be bound by the Biller Order Form and the Biller Agreement in its entirety and any new agreement forms executed herewith; (6) agrees that it will submit transactions only in accordance with the information in this Biller Order Form and Biller Agreement and will immediately inform Invoice Cloud, by email (contracts@invoicecloud.com) if any information in this Biller Order Form changes; and (7) agrees that in the event of non-payment of any sums due, Invoice Cloud reserves the right to withdraw such sums from the Biller Bank Account at any time to ensure payment of the same.

C. The Corporate Officer/Authorized Official signing this Biller Order Form on behalf of Biller in the space designated below hereby represents, warrants and certifies to Invoice Cloud that he/she is duly authorized by the Biller to sign this Biller Order Form on behalf of the Biller and to bind the Biller to the terms and conditions set forth herein

D. Pay by Text: Standard data rates and text messaging rates may apply based on the Payer's plan with their mobile phone carrier. Payer can opt out of text messaging at any time with Invoice Cloud. Partial payment or overpayment is not supported. Biller may not use the service for activities that violate any law, statute, ordinance or regulation.

E. This Biller Order Form will become effective only when signed by Invoice Cloud.

F. Incorporation by Reference: All exhibits, schedules, appendices, attachments, and documents referenced in this Biller Order Form, including without limitation the Biller Agreement, Biller T+C, and SOW, are hereby incorporated by reference and made a part of this Biller Order Form as if fully set forth herein.

In WITNESS WHEREOF, the parties have executed this Biller Order Form as of this day:

Accepted by Biller:	Accepted by Invoice Cloud, Inc.:
X Edward Broussard	X Kevin W. O'Brien
Corporate Officer/Authorized Official	Corporate Officer
Edward Broussard	Kevin W. O'Brien
Printed Name	Printed Name
City Manager	CEO
Title	Title

Biller Agreement

1. License Grant & Restrictions. Subject to execution by Biller of the Invoice Cloud Biller Order Form incorporating this Agreement, Invoice Cloud hereby grants Biller a non-exclusive, non-transferable, worldwide right to use the Service described on the Biller Order Form until termination as provided herein, solely for the following purposes, and specifically to bill and receive payment from Biller's own customers, for Services that are referenced in the Biller Order Form. All rights not expressly granted to Biller are reserved by Invoice Cloud and its licensors.

Biller will provide to Invoice Cloud all Biller Data generated for Biller's Customers. Unless otherwise expressly agreed to in writing by Invoice Cloud to the contrary, Invoice Cloud will process all of Biller's Customers' Payment Instrument Transactions requirements related to the Biller Data and will do so via electronic data transmission according to our formats and procedures for each electronic payment type selected in the Biller Order Form. In addition, Biller will execute all third-party applications and enter into all agreements required for the Service without unreasonable delay, including without limitation Payment Processing Agreements and merchant agreements that may be required upon implementation, or later at such time as the Service operates with different or multiple payment processors. Throughout the Term of this Agreement, for "Invoice Types" listed on the Biller Order Form (e.g., real estate taxes, utility bills, parking tickets, insurance premium, loans, etc.), Biller will not use the credit card processing, ACH or check processing of any bank, payment processor, entity, or person, other than Invoice Cloud via electronic data transmission or the authorization for processing of Biller's Customers' Payment Instrument Transactions, for each electronic payment method selected in the Biller Order Form.

Biller shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

2. Privacy & Security. Invoice Cloud's privacy and security policies may be viewed at http://www.invoicecloud.com/privacy.html. Invoice Cloud reserves the right to modify its privacy and security policies in its reasonable discretion from time-to-time which modification shall not materially adversely impact such policies. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards.

3. Account Information and Data. Invoice Cloud does not and will not own any Customer Data, in the course of providing the Service. Biller, not Invoice Cloud, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process all Customer Data, and retains all right, title, and interest in and to all Customer Data. Invoice Cloud shall be responsible for maintaining the security, confidentiality, integrity, and availability of Customer Data while it is collected, processed, transmitted, or stored within Invoice Cloud's systems or those of its agents, subcontractors, or service providers, in compliance with applicable law, PCI DSS standards, and this Agreement. In the event this Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data (to the extent that Invoice Cloud is permitted to provide pursuant to applicable law and PCI-DSS standards), within 30 days of termination of this Agreement (or such longer periods as required by applicable law), if Biller so requests at the time of termination. Invoice Cloud will retain Customer Data for a period from its creation for the time frame that is listed in the Biller Order under "Data Retention", and reserves the right to remove and/or delete remaining Customer Data no less than 60 days after termination or expiration, except as prohibited by applicable law regarding records retention or in the event of exigent circumstances.

4. Confidentiality / Intellectual Property Ownership. Invoice Cloud agrees that it may be furnished with or otherwise have access to Customer Data that the Biller's customers consider confidential. Invoice Cloud agrees to secure and protect the Customer Data in a manner consistent with the maintenance of Invoice Cloud's own Confidential Information, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than commercially reasonable measures. Invoice Cloud will not sell, transfer, publish, disclose, or otherwise make available any portion of the Customer Data to third parties, except as permitted under this Agreement or required to perform the Service or otherwise required by applicable law.

Invoice Cloud (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Invoice Cloud Technology, the Content and the Service and any enhancement requests, feedback, integration components, suggestions, ideas, and application programming interfaces, recommendations or other information provided by Biller or any other party relating to the Service. In the event any such intellectual property rights in the Invoice Cloud Technology, the Content or the Service do not fall within the specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by Invoice Cloud, Biller hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to Invoice Cloud. The Invoice Cloud name, the Invoice Cloud logo, and the product names associated with the Service are trademarks of Invoice Cloud or third parties, and no right or license is granted to use them.

Biller agrees that during the course of using or gaining access to the Service (or components thereof) it may be furnished with or otherwise have access to information that Invoice Cloud considers to be confidential including but not limited to Invoice Cloud Technology, the Agreement, customer and/or prospective customer information, product features and plans, the marketing/sales collateral, pricing and financial information of the parties which are hereby deemed to be Invoice Cloud Confidential Information, or any other information that by its very nature constitutes information of a type that any reasonable business person would conclude was intended by Invoice Cloud to be treated as

proprietary, confidential, or private (the "Confidential Information"). Biller agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of Invoice Cloud's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than reasonable efforts. Biller will not sell, transfer, publish, disclose, or otherwise make available any portion of the Confidential Information of the other party to third parties (and will ensure that its employee and agents abide by the requirements hereof), except as expressly authorized in this Agreement or otherwise required by applicable law.

5. Billing. Invoice Cloud fees for the Service are provided on the Biller Order Form. Invoice Cloud's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. Invoice Cloud may assess and/or collect such taxes, levies, or duties against Biller and Biller shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Invoice Cloud's income. All payment obligations are either auto debited from the Biller Bank Account or payable on receipt of invoice from Invoice Cloud, and are non-cancellable, and all amounts or fees paid are non-refundable. Unless Invoice Cloud in its discretion determines otherwise, all fees will be billed in U.S. dollars. If Biller believes Biller's bill or payment is incorrect, Biller must provide written notice to Invoice Cloud within 60 days of the earlier of the invoice date, or the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. Invoice Cloud reserves the right to modify pricing with respect to applicable fees to be paid under this Agreement, at any time upon thirty days written notice to Biller: a) based on increases incurred by Invoice Cloud on Network Fees from credit card processers, bank card issuers, payment associations, ACH and check processers; or b) if, during the Term, the average credit card payment processed by Invoice Cloud for any three (3) consecutive month period exceeds 110% of the Average Credit Card Transaction $ specified on the corresponding Invoice Parameter Sheet(s), to the extent that Invoice Cloud incurs increases in Network Fees. Invoice Cloud, on at least 30 days written notice to Biller, may also increase any or all fees referenced in the Biller Order Form (including any Invoice Parameter Sheets), by no more than the greater of CPI for the preceding period or 5%, provided, however, that such increase may not apply during the first year after the execution date of the Biller Order Form and may not occur more than once per year thereafter.

6. |Intentionally Omitted|

7. Invoice Cloud Responsibilities. Invoice Cloud represents and warrants that it has the legal power and authority to enter into this Agreement. Invoice Cloud warrants that the Service will materially perform the functions that the Biller has selected on the Biller Order Form and the Statement of Work, attached hereto and incorporated herein by reference (the "Statement of Work"), under normal use and circumstances, and that Invoice Cloud shall use commercially reasonable measures with respect to Customer Data to the extent that it retains such, in the operation of the Service; provided, that the Biller shall maintain immediately accessible backups of the Customer Data (to the extent that Biller is permitted pursuant to applicable law and PCI-DSS standards). In addition, Invoice Cloud will, at its own expense, as the sole and exclusive remedy with respect to performance of the Service, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud's processing systems

8. Limited Warranty. EXCEPT AS PROVIDED IN SECTION 7, THE SERVICE AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THAT THE SERVICE WILL NOT EXPERIENCE DELAYS IN PROCESSING OR PAYING, OR (C) THE SERVICE WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. Invoice Cloud's service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Invoice cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems.

9. Biller's Responsibilities. Biller represents and warrants that it has the legal power and authority to enter into this Agreement. Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers' and/or any payers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller represents and warrants that Biller has not falsely identified itself nor provided any false information to gain access to the Service and that Biller's billing information is correct. Biller shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users; and (iii) obtain consent from Biller's customers and payers to receive notifications and invoices from Invoice Cloud. Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processors, ACH, bank and other related circumstances. Biller agrees and acknowledges that in the event that Biller has access to, receives from, creates, or receives protected health information, or Biller has access to, creates, receives, maintains or transmits on behalf of electronic protected health information (as those terms are defined under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 ("ARRA"), during the performance under this Agreement, it will comply with all such law, regulations and rules related thereto.

Biller is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of payment for services and adjustment of Transactions. Biller is also required to disclose all refund, return and cancellation policies to Invoice Cloud and any applicable payment processors and Biller's Customers, as requested. Any change in a return/cancellation policy must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change. If Biller allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud Transaction Data reflecting such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction Data. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer's account; nor may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed by credit card, debit card, ACH, or other electronic payment method, unless required by applicable law. Biller shall cooperate with Invoice Cloud to effect a timely Implementation by Biller allocating sufficient and properly trained personnel to support the implementation process and fully cooperating with Invoice Cloud and by securing the cooperation of Biller's software and service providers and providing to Invoice Cloud the information required to integrate with Biller's billing, CIS and other applicable systems.

10. [Intentionally Omitted]

11. Fees.

Invoice Cloud will charge the Biller and/or payer, payment transaction and other fees as provided in the Biller Order Form. In addition, Invoice Cloud will charge the fees set forth on the Biller Order Form for the initial platform setup, configuration, implementation and integration with Biller system(s) of its standard Service as set forth in the Statement of Work (the "Implementation"). Invoice Cloud reserves the right to also charge for changes and additions to the Implementation. Any additional services or modifications not included in the Statement of Work or Biller Order Form shall be subject to a separate written agreement, purchase order, or other formal process required by applicable law and may be charged at rates agreed to in writing by the parties, subject to the Biller's purchasing and contracting requirements:

- Custom development and features which are not stated in the Statement of Work and Biller Order Form, and change requests and modifications to existing platform functionality not stated in the Statement of Work and Biller Order Form;
- Additional integrations or integration modifications after the Go Live Date that are not provided for in the Biller Order Form or Statement of Work;
- Changes to bill presentment (web and PDF templates), billing system integrations, and other Service components coded or configured to Biller's specifications after Biller has signed off on the relevant specification or Service is live;
- Custom data extracts and file requests that are not part of the Implementation signed off on by both parties; and
- Data conversion not listed in the Statement of Work, or repetitive re-loading of data due to Biller error.

12. Limitation of Liability. INVOICE CLOUD'S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM ("STANDARD LIABILITY LIMIT"). NOTWITHSTANDING THE ABOVE, IN THE EVENT OF (A) A SECURITY INCIDENT, (B) INVOICE CLOUD'S OBLIGATION TO INDEMNIFY BILLER FOR A THIRD PARTY CLAIM THAT ARISES DUE TO A SECURITY INCIDENT PURSUANT TO SECTION 15(C) OF EXHIBIT A, OR (C) INVOICE CLOUD'S OBLIGATION TO INDEMNIFY BILLER FOR INFRINGEMENT PURSUANT TO SECTION 15(D) OF EXHIBIT A (THE "EXCLUDED CLAIMS"), THE ENTIRE LIABILITY OF INVOICE CLOUD IN THE AGGREGATE SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY AND/OR DUE FROM BILLER TO INVOICE CLOUD UNDER THIS AGREEMENT DURING THE FORTY-EIGHT (48) MONTHS PRECEDING THE CLAIM (THE "ENHANCED LIABILITY LIMIT"). FOR THE AVOIDANCE OF DOUBT, IN NO EVENT SHALL INVOICE CLOUD'S LIABILITY FOR ANY AND ALL REASONS IN THE AGGREGATE EXCEED THE ENHANCED LIABILITY LIMIT, AND THE ENHANCED LIABILITY LIMIT SHALL ONLY APPLY TO THE EXCLUDED CLAIMS. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, EVEN IF THE PARTY FROM WHICH SUCH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Biller. This limitation of liability shall not apply to claims arising from Invoice Cloud's fraud or willful misconduct.

13. Export Control. The Biller agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

14. Notice. Either party may give notice by electronic mail to the other party's email address (for Biller, that address on record on the Biller Order Form) or by written communication sent by first class mail or pre-paid post to the other party's address on record in Invoice Cloud's account information for Biller, and for Invoice Cloud, to Invoice Cloud, Inc., 30 Braintree Hill Office Park, Suite 101, Braintree, MA 02184

Attention: Client Services or helpdesk@invoicecloud.com. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

15. [Intentionally Omitted]

16. [Intentionally Omitted]

17. Immigration Laws. Invoice Cloud represents and warrants that it has complied and will comply with all applicable immigration laws with respect to the personnel assigned to the Biller.

18. Beta Products. In the event that there is any functionality labelled "Beta" on the Biller Order Form, such functionality is provided "AS IS" WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD'S AGGREGATE LIABILITY WITH RESPECT TO SUCH FUNCTIONALITY SHALL BE UP TO AND NOT EXCEED $10. THE BILLER'S USE OF BETA FUNCTIONALITY SHALL BE OPTIONAL AND SUBJECT TO PRIOR WRITTEN CONSENT.

19. General.

(a) No text or information set forth on any other purchase order, preprinted form or document (other than a Biller Order Form and any add on Biller Order Form, if applicable), and no documentation (including any implementation planning documents) except as specifically referenced in this Biller Agreement, shall modify, add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Biller and Invoice Cloud as a result of this agreement or use of the Service. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Invoice Cloud in writing. All rights and obligations of the parties in Sections 4, 6, 10, 12, 14, 18 and 19(a) and (b) shall survive termination of this Agreement. This Agreement, together with any applicable Biller Order Form, comprises the entire agreement between Biller and Invoice Cloud and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the parties regarding the subject matter contained herein. Biller agrees that Invoice Cloud can disclose the fact that Biller is a paying customer and the version of the Service that Biller is using. Where this Agreement is incorporated into, embedded in or otherwise made a part of a separate agreement between Invoice Cloud, Biller and a third party service provider ("Third Party Agreement"), and such Third Party Agreement is terminated or expires, Biller and Invoice Cloud agree that the terms and conditions of this Agreement shall survive and remain in effect as between Biller and Invoice Cloud until this Agreement expires or is otherwise terminated by either Biller or Invoice Cloud in accordance with the terms herein.

(b) Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are found at www.invoicecloud.com/biller-terms-and-conditions (the "Biller T+C") and are agreed to by Invoice Cloud and the Biller. The Biller T+C is incorporated by reference into the Biller Agreement and shall supplement but not supersede or conflict with the terms of this Agreement. In the event of any conflict between this Agreement and the Biller T+C, the provisions of the Agreement shall control.

(c) The parties agree to the City of Tyler, Texas Special Terms and Conditions Addendum (Software & Technology Agreements) attached hereto as Exhibit A, and is incorporated herein by this reference.

EXHIBIT A

CITY OF TYLER, TEXAS

SPECIAL TERMS AND CONDITIONS ADDENDUM (SOFTWARE & TECHNOLOGY AGREEMENTS)

This **Special Terms and Conditions Addendum ("Addendum")** is made part of and incorporated into the Agreement between the **City of Tyler, Texas** ("City"), a Texas home-rule municipal corporation, and **Invoice Cloud, Inc.** ("Vendor"), a Delaware corporation with its principal place of business at 10 Fan Pier Blvd., Suite 4, Boston, Massachusetts 02210. All capitalized terms not defined in this Addendum shall have the meaning given to them in the Agreement.

1. Scope of Agreement

Vendor shall provide the services as selected in the Biller Order Form **Exhibit B** and described in **Exhibit C** (Statement of Work). All deliverables must comply with Texas law, and industry standards.

2. Contract Amount

The fees for the Services are set forth in **Exhibit** B, which is hereby incorporated into and made a part of this Agreement for all purposes.

3. Contract Term and Renewal

This Agreement shall have an initial term of five (5) years commencing on the Effective Date, unless sooner terminated in accordance with its terms ("Initial Term"). The Agreement may be renewed for up to three (3) additional one-year terms (each a "Renewal Term," and together with the Initial Term, the "Term"), subject to the City providing written notice to Vendor prior to the end of the then-current term of its intent to renew.

The parties agree that this Agreement shall not automatically renew.

Failure to provide timely notice prior to the expiration of the current term shall result in the Agreement expiring on its scheduled termination date.

Additionally, this Agreement may be terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. Upon any early termination of this Agreement by Vendor as a result of breach, the City shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon any termination or expiration of this Agreement, the City's password and access will be disabled, and the City will be obligated to pay the balance due on the City's account.

4. Governing Law & Venue

This Agreement shall be governed by the laws of the State of Texas, without regard to conflict- of-law principles. Venue lies exclusively in a court of competent jurisdiction in Smith County for state courts and the Eastern District of Texas for federal causes of action.

5. Limitations and Limitation of Liability

The City is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on City property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on the City, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

6. Sovereign Immunity

The Parties expressly agree that nothing in this Agreement shall be construed as a waiver by the City of Tyler of any immunity from suit or liability to which it is entitled under the law. The City shall not be deemed to have waived any rights or defenses under the doctrines of sovereign or governmental immunity, and any liability of the City shall be subject to and limited by the Texas Tort Claims Act (Tex. Civ. Prac. & Rem. Code § 101.001 et seq.) and all other applicable state and federal laws.

7. Non-Appropriation of Funds

This Agreement is subject to the appropriation of funds each fiscal year. In the event that City does not receive sufficient funds from the applicable local source, state legislature, and/or federal sources to pay the fees set forth in the Biller Order Form that are not charged directly to Customers (i.e., those fees charged directly to Biller including, without limitation, monthly portal access fees, Online Bank Direct monthly access fees, and adoption-based fees), the parties may mutually agree, upon Invoice Cloud receiving written documentation from Biller verifying the insufficient appropriation, to exercise any single or combination of the following options until such time as Biller is able to budget sufficient funds: (a) waiving those fees that are not charged directly to Customers as described above; (b) increasing the fees charged directly to Customers to account for the shortfall in fees paid to Invoice Cloud as a result of the non-appropriation; or (c) suspending the provision of the specific Service (e.g., Online Bank Direct) for which Biller did not receive sufficient appropriation. In the event that the Parties elect not to exercise one or more of the options listed above, either party may terminate this Agreement with thirty (30) days' written notice to the other party, and this Agreement shall thereby terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made, or whenever the funds appropriated for payment under this Agreement are exhausted. Payment for Services provided up to the date of termination shall be made to Invoice Cloud by Biller, except that no payment shall be made or due to Invoice Cloud under this Agreement beyond those amounts appropriated and budgeted by Biller to fund payments

under this Agreement.

8. Records Retention

a. Vendor acknowledges that the City is subject to the Texas Public Information Act (Texas Government Code, Chapter 552), the Local Government Records Act (Texas Local Government Code, Chapters 201–205), and Tyler City Code (Sections 1-69-1-70). Accordingly, Vendor agrees to maintain, preserve, and make available all records, data, documents, and other information (collectively, "Records") created, received, or maintained under this Agreement in compliance with those laws and with the City's records retention schedule, as approved by the Texas State Library and Archives Commission.

b. Vendor shall retain all financial records, transaction/payment data, supporting documents, statistical records, and any other records related to the performance of this Agreement for a minimum of four (4) years following the expiration or termination of the Agreement, or until the Texas Comptroller of Public Accounts (CPA) or the Texas State Auditor's Office has completed any audit or resolved any audit or litigation matters related to this Agreement, whichever period is longer. Upon expiration or termination of this Agreement, Vendor shall provide the City with a complete copy of all such records in a mutually agreed-upon, usable format at no additional cost and shall securely delete any remaining City data from Vendor's systems, unless otherwise required by law. For clarity, in accordance with applicable Payment Card Industry Data Security Standards, Vendor is required to truncate or otherwise render unreadable any Primary Account Number or Automated Clearing House account data when transmitting or storing such data with any non–PCI-compliant entity, including the City.

9. Public Information

Vendor acknowledges the City is subject to the **Texas Public Information Act** (Tex. Gov't Code Ch. 552) and that all documents related to this Agreement may be subject to disclosure, unless an exception applies. In the event that records required to be disclosed by the City under applicable public records law contain Vendor's Confidential Information or trade secrets, the City shall provide Vendor with prompt written notice of the disclosure request and afford Vendor a reasonable opportunity to seek protective legal treatment for such Confidential Information or trade secrets as necessary prior to the disclosure of the requested records. This paragraph shall survive the expiration or termination of this Contract.

10. Right to Audit

During the term of the Agreement, no more than once per year, the City shall have the right to audit the books, records, and computations pertaining to the Agreement. City shall give reasonable advance written notice of any such audit, and such audit shall not unreasonably interfere with Vendor's day to day business activities.

11. Integration and Implementation

The parties shall cooperate to effect a timely Implementation. The City shall allocate sufficient and properly trained personnel to support the implementation process and fully cooperate with Vendor and secure the cooperation of the City's software and service providers and provide to Vendor the information required to integrate with the City's billing, CIS and other applicable systems.

No additional cost shall be incurred by the City for such integration.

12. API Maintenance and Compatibility

Vendor shall use commercially reasonable efforts to ensure that any changes, updates, or modifications to its Application Programming Interface (API) do not materially disrupt or impair the City's ability to access or use the software. Vendor shall be responsible for maintaining its API at no cost to the City.

13. [Intentionally Omitted]

14. Performance Warranty and Compliance with Laws

The Vendor warrants and represents that all services to be provided to the City under the Agreement will be performed in a good and workmanlike manner. Vendor warrants that it uses commercially reasonable efforts to maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of all Biller and Customer Data throughout the Term.

15. Indemnification

VENDOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF TYLER, TEXAS, ITS OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) ARISING OUT OF OR RELATING TO:

(A) VENDOR'S NEGLIGENCE OR WILLFUL MISCONDUCT IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT;

(B) VENDOR'S FAILURE TO COMPLY WITH PAYMENT CARD INDUSTRY (PCI) DATA SECURITY STANDARDS;

(C) ANY SECURITY INCIDENT AFFECTING CITY OR CUSTOMER DATA, SUCH LOSSES ARISING THEREFROM INCLUDING REASONABLE ATTORNEYS FEES, COSTS OF NOTIFICATION AND CREDIT MONITORING (WHERE VENDOR IS NOT THE PARTY

REQUIRED BY APPLICABLE LAW TO NOTIFY OR PROVIDE MONITORING SERVICE DIRECTLY); OR

(D) THIRD-PARTY INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS. THIS SUBSECTION APPLIES TO ANY THIRD-PARTY CLAIM ARISING OUT OF OR RELATED TO ALLEGATIONS THAT THE SERVICES, SOFTWARE, OR OTHER MATERIALS FURNISHED BY VENDOR UNDER THIS AGREEMENT INFRINGE OR MISAPPROPRIATE ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, OR OTHER PROPRIETARY RIGHT OF A THIRD PARTY.. IF THE SERVICES ARE, OR IN VENDOR'S REASONABLE OPINION ARE LIKELY TO BE, THE SUBJECT OF SUCH A CLAIM, VENDOR SHALL, AT ITS SOLE EXPENSE AND AFTER CONSULTING IN GOOD FAITH WITH THE CITY, BUT IN ALL CASES AT VENDOR'S OPTION: EITHER (A) PROCURE FOR THE CITY THE RIGHT TO CONTINUE USING THE SERVICES, (B) REPLACE OR MODIFY THE SERVICES SO THAT THEY ARE NON-INFRINGING AND OF SUBSTANTIALLY EQUIVALENT FUNCTIONALITY AND PERFORMANCE, OR (C) IF NEITHER CLAUSE (A) OR (B) IS COMMERCIALLY REASONABLE UNDER INDUSTRY STANDARDS FOR SIMILARLY SITUATED PROVIDERS, TERMINATE THE AGREEMENT AND REFUND ANY PRE-PAID, UNUSED FEES FOR THE REMAINING TERM OF THE AFFECTED SERVICES. NOTWITHSTANDING THE FOREGOING, VENDOR SHALL HAVE NO OBLIGATION TO INDEMNIFY UNDER THIS SECTION TO THE EXTENT SUCH INFRINGEMENT OR MISAPPROPRIATION CLAIM IS BASED ON (X) USE OF THE SERVICES BY THE CITY NOT IN ACCORDANCE WITH THIS AGREEMENT, (Y) USE OF THE SERVICES IN COMBINATION WITH OTHER PRODUCTS, EQUIPMENT, OR SOFTWARE NOT SUPPLIED OR APPROVED IN WRITING BY VENDOR, OR (Z) ANY MODIFICATION OF THE SERVICES MADE BY ANY PERSON OTHER THAN VENDOR OR ITS REPRESENTATIVES OR AGENTS, AND, IN EACH CASE, PROVIDED THAT SUCH INFRINGEMENT OR MISAPPROPRIATION WOULD NOT HAVE OCCURRED BUT FOR THE ACTS DESCRIBED IN CLAUSES (X), (Y) AND (Z). **THIS SECTION STATES VENDOR'S ENTIRE LIABILITY AND THE CITY'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT AND MISAPPROPRIATION CLAIMS AND ACTIONS.**

THIS INDEMNITY OBLIGATION DOES NOT APPLY TO ANY LIABILITIES TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY OR ANY OF ITS OFFICERS, OFFICIALS, EMPLOYEES, OR AGENTS.

THIS INDEMNITY OBLIGATION SHALL SURVIVE TERMINATION OR EXPIRATION OF THE AGREEMENT.

(E) VENDOR'S FAILURE TO MAINTAIN REQUIRED INSURANCE. THIS INDEMNITY INCLUDES, WITHOUT LIMITATION, REASONABLE, DIRECT LOSSES, DAMAGES, OR COSTS (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS)

ACTUALLY INCURRED BY THE CITY ARISING OUT OF OR RELATED TO VENDOR'S FAILURE TO OBTAIN OR MAINTAIN THE INSURANCE COVERAGE EXPRESSLY REQUIRED BY THIS AGREEMENT (INCLUDING UNINSURED OR UNDERINSURED LOSS AMOUNTS, REMEDIATION, OR NOTIFICATION EXPENSES, REGULATORY ASSESSMENTS, AND DEFENSE COSTS) TO THE EXTENT SUCH LOSSES WOULD HAVE BEEN COVERED BY THE REQUIRED INSURANCE HAD IT BEEN IN EFFECT.

16. Data Security and Breach Response

A. Audit and Monitoring. Vendor shall use commercially reasonable efforts to maintain appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of all data processed under the Agreement, including but not limited to personally identifiable information ("PII"), financial information, and payment credentials submitted by the City or its Customers. Upon written request by the City, no more than once per year, Vendor shall provide security audit reports related to the Services for verification of compliance with this Section.

B. Incident Response and Notification. As used herein, a "Security Incident" means any confirmed unauthorized access to, acquisition of, use, disclosure, modification, or destruction of Customer Data, or any confirmed event within Vendor's systems that materially affects or could reasonably be expected to affect the security, integrity, or availability of Customer Data, including personally identifying information, personal healthcare information, financial information, or any other sensitive information protected under state or federal law (including "sensitive personal information" as defined in Tex. Bus. & Com. Code §521.002), that occurs within Vendor's systems or, to the extent within Vendor's control, within the systems of its agents, subcontractors, or third-party service providers.

A Security Incident also includes:

- Any situation in which Vendor confirms that the confidentiality, integrity, or availability of Customer Data has been compromised within Vendor's systems or systems under Vendor's control, regardless of whether Vendor's acts or omissions caused the event;
- Any confirmed breach of system security, as defined in Tex. Bus. & Com. Code §521.053, involving Customer Data within Vendor's systems or systems under Vendor's control; and
- The confirmed introduction of ransomware into a computer, computer network, or computer system, as defined in Tex. Penal Code §33.023, within Vendor's systems or systems under Vendor's control, where such introduction involves Customer Data.

Vendor shall promptly investigate any actual or suspected Security Incident, and shall, at its sole cost and expense, and in compliance with all applicable federal, state, and local laws, notify the City's designated contract administrator in writing within seventy-two (72) hours of Vendor's confirmation of any Security Incident, including incidents arising in Vendor's own systems or, to the extent

Vendor has control of and actual knowledge, in the systems of its agents, subcontractors, or third-party service providers. Such notice shall include, to the extent reasonably determined at that time:

(1) a summary of known facts;
(2) the types of information affected;
(3) steps taken or planned to mitigate harm and prevent recurrence; and
(4) the name and contact information of Vendor's incident response coordinator.

Compliance and Third-Party Incidents:

Vendor shall, at its own cost, comply with all of its obligations under applicable law with respect to any Security Incident. Vendor is not liable for the acts or omissions of third-party service providers or subcontractors beyond its contractual ability to compel notice or remediation, but shall use commercially reasonable efforts, including contractually obligating such parties where possible, to ensure that any Security Incident is reported to Vendor promptly so that the City may be notified without undue delay.

Notification to Affected Individuals:

Where applicable law requires Vendor to notify affected individuals, Vendor shall provide the proposed notification to the City for review and approval prior to distribution. Such approval shall not be unreasonably withheld or delayed, and the City shall respond within 24 hours of receipt. If the City does not respond within such period, Vendor may proceed as necessary to comply with applicable law. Upon such approval, Vendor shall notify all affected individuals whose Customer Data was disclosed or accessed, to the extent required by applicable law, at no charge or cost to the City.

In the event of a Security Incident, where Vendor is required by law to provide any affected Customers with identity theft protection or credit monitoring services, Vendor shall provide access to such services in accordance with applicable law. Where Vendor is not required by applicable law to provide such services directly, but the City nonetheless incurs costs to provide notification or identity theft protection, credit monitoring, or similar services to affected Customers, Vendor shall indemnify, defend, and hold harmless the City for all reasonable costs, expenses, or damages incurred in connection with such services, consistent with the indemnity provisions of Section 15(c) of this Exhibit A.

17. Insurance

The Vendor shall, at its sole cost and expense, procure and maintain in full force and effect, throughout the term of this Agreement, insurance coverage meeting or exceeding the following minimum requirements:

Commercial General Liability Insurance

- Minimum Limits:
    - **$1,000,000** per occurrence

- **$2,000,000** aggregate
- Coverage shall include bodily injury, property damage, personal and advertising injury, and products/completed operations.

Technology Errors & Omissions / Cyber Liability Insurance

- Minimum Limit: **$5,000,000** aggregate
- Coverage must include, but not be limited to:
  - Data breaches and privacy liability
  - Regulatory fines and penalties
  - PCI DSS assessments
  - Business interruption
  - Third-party claims
  - Notification costs
  - Payment fraud
  - Contractual liability arising from Vendor's operations
- **Crime and Fidelity Insurance**
  - Minimum Limit: **$1,000,000**
  - Coverage must include employee theft and funds transfer fraud.
- **Policy Conditions**
  - For those policies on which the City is included as additional insured, all insurance policies shall be primary and non- contributory with respect to any insurance or self-insurance maintained by the City.
  - The Vendor shall provide certificates of insurance and policy endorsements evidencing compliance with these requirements prior to commencement of any work under this Agreement and upon renewal or replacement of coverage.
  - The City of Tyler, its officers, officials, agents, and employees shall be included as Additional Insureds on the Vendor's Commercial General Liability and Technology E&O/Cyber Liability.
  - A Waiver of Subrogation in favor of the City shall be provided where permitted by law.

18. Assignment

Except for a Sale Assignment as set forth below in this Section, neither Party shall assign any of their respective rights, duties or obligations under this Agreement without the prior written permission of the other Party hereto, such permission not to be unreasonably withheld or delayed. This Agreement may be assigned by a Party without the permission of the other Party in the event of a sale of all or substantially all of the assets or equity of a Party (a "Sale Assignment").

19. Independent Contractor

The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Vendor's services shall be those of an independent contractor. The Vendor agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City of Tyler, Texas for the purposes of income tax,

withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The City shall not have supervision and control of the Vendor or any employee of the Vendor, and it is expressly understood that Vendor shall perform the services hereunder according to the attached specifications. The Vendor is expressly free to advertise and perform services for other parties while performing services for the City.

20. Dispute Resolution

The Parties agree that any legal action, suit, or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state courts located in Smith County, Texas, or in the United States District Court for the Eastern District of Texas, as applicable. Each Party hereby irrevocably submits to the exclusive jurisdiction of such courts and waives any objection to venue or forum on the grounds of inconvenience or otherwise. Each Party further agrees that service of process in any such action may be effected in the manner provided in this Agreement for the giving of notices, or in any other manner permitted by applicable law.

21. Invalidity

The invalidity, illegality, or unenforceability of any provision of the Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement, and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

22. Conflicts & Precedence

In the event of any conflict or inconsistency between the Biller Agreement, this Addendum, the Biller Order Form, or the Statement of Work, the documents shall be interpreted as controlling in that order.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED DULY AUTHORIZED REPRESENTATIVES TO EXECUTE THIS AGREEMENT ON THE DATES SET FORTH BELOW.

CITY OF TYLER, TEXAS

By: Edward Brassard

Name: Edward Brassard

Title: City Manager

Date: 11-18-25

RECOMMENDED BY DEPARTMENT LEADER:

Name: CHRIS CAMBERS

Title: WBO MANAGER

Date: 11-14-2025

Date Approved by City Council: 12-10-25

Agenda Item: P-1

APPROVED AS TO FORM BY CITY ATTORNEY'S OFFICE:
Name: Jessica Buckner
Title: Sr. Assistant City Attorney
Date: 11-17-25

INVOICE CLOUD, INC.

By: Kevin W. O'Brien

Name: Kevin W. O'Brien
Title: CEO
Date: 11/14/25

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-1

Date: December 10, 2025

Subject: Request that the City Council consider reviewing and accepting the Investment Report for the quarter ending September 30, 2025.

Item Reference:

The City of Tyler Investment Portfolio Summary includes all of the core information required under the Public Funds Investment Act plus some additional supporting information that has been prepared to assist the City Council in the quarterly review process. Please reference the attachment labeled as Investments held on September 30, 2025.

RECOMMENDATION:

Request that the City Council consider reviewing and accepting the Investment Report for the quarter ending September 30, 2025.

Attachments:
Investment Portfolio September 30, 2025
Investments held on September 30, 2025
Market Outlook 2025 10 03

Drafted/Recommended By:
Department Leader Keidric Trimble, CFO

Edited/Submitted By:
City Manager

INVESTMENT PORTFOLIO SUMMARY

For the Quarter Ended

September 30, 2025

Prepared by

Valley View Consulting, L.L.C.

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

Chief Financial Officer

Controller

Accounting Manager

Disclaimer: These reports were compiled using information provided by the City. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

Annual Comparison

FYE Results by Investment Category:

City Funds

Asset Type	September 30, 2024 Ave. Yield	September 30, 2024 Book Value	September 30, 2024 Market Value	September 30, 2025 Ave. Yield	September 30, 2025 Book Value	September 30, 2025 Market Value
Pools/Bank	3.74%	$ 13,857,201	$ 13,857,201	3.97%	$ 37,108,037	$ 37,108,037
Securities/CDs	4.98%	119,061,762	119,061,762	4.52%	111,509,485	111,509,485
Totals		**$ 132,918,963**	**$ 132,918,963**		**$ 148,617,523**	**$ 148,617,523**
Fourth Quarter-End Yield	**4.85%**			**4.38%**		
Quarterly Interest Income		$1,666,423 Approximate			$1,593,158 Approximate	
Year-to-date Interest Income		$6,849,216 Approximate			$6,610,100 Approximate	

Hotel Bond

Asset Type	September 30, 2024 Ave. Yield	September 30, 2024 Book Value	September 30, 2024 Market Value	September 30, 2025 Ave. Yield	September 30, 2025 Book Value	September 30, 2025 Market Value
Pools/Bank	5.23%	$ 5,656	$ 5,656		$ –	$ –
Totals		**$ 5,656**	**$ 5,656**		$ –	$ –
Fourth Quarter-End Yield	**5.23%**			**0.00%**		
Quarterly Interest Income		$76 Approximate			$0 Approximate	
Year-to-date Interest Income		$342 Approximate			$90 Approximate	

Annual Comparison

FYE Results by Investment Category:

Water Utilities Revenue Bond

Asset Type	September 30, 2024 Ave. Yield	September 30, 2024 Book Value	September 30, 2024 Market Value	September 30, 2025 Ave. Yield	September 30, 2025 Book Value	September 30, 2025 Market Value
Pools/Bank	5.12%	$ 46,105,688	$ 46,105,688	4.45%	$ 37,935,134	$ 37,935,134
Totals		**$ 46,105,688**	**$ 46,105,688**		**$ 37,935,134**	**$ 37,935,134**
Fourth Quarter-End Yield	**5.12%**			**4.45%**		
Quarterly Interest Income		$636,862 Approximate			$528,052 Approximate	
Year-to-date Interest Income		$2,490,170 Approximate			$1,686,205 Approximate	

Total Portfolio

	Current Quarter Average Yield (1)		Current Quarter Average Yield (1)	
Total Portfolio	**4.92%**		**4.40%**	
Quarterly Interest Income		$2,303,361 Approximate		$2,121,210 Approximate
Year-to-date Interest Income		$9,339,728 Approximate		$8,296,395 Approximate

Average Quarter-End Yields (1):

	2024 Fiscal Year	2025 Fiscal Year
City Funds	4.78%	4.58%
Hotel Bond	5.41%	1.56%
Water Utilities Revenue Bond	5.13%	4.65%
Total Portfolio	4.89%	4.59%
Rolling Three Month Treasury	5.42%	4.38%
Rolling Six Month Treasury	5.34%	4.35%
TexPool	5.29%	4.36%

(1) Average Quarterly Yield calculated using quarter-end report average yield and adjusted book value.

Summary

Quarter End Results by Investment Category

City Funds

Asset Type	June 30, 2025 Ave. Yield	June 30, 2025 Book Value	June 30, 2025 Market Value	September 30, 2025 Ave. Yield	September 30, 2025 Book Value	September 30, 2025 Market Value
Pools/Bank	4.15%	$ 45,174,640	$ 45,174,640	3.97%	$ 37,108,037	$ 37,108,037
Securities/CDs	4.62%	105,969,384	105,969,384	4.52%	111,509,485	111,509,485
Totals	4.48%	**$ 151,144,025**	**$ 151,144,025**	4.38%	**$ 148,617,523**	**$ 148,617,523**

Current Quarter Average Yield *(1)*		Fiscal Year-to-Date Average Yield *(2)*	
Total Portfolio	4.38%	Total Portfolio	4.58%

Interest Earnings			Bank Fees Offset	
Quarterly Interest Income	$ 1,593,158	Approximate	Quarterly Bank Fees Offset	$ 10,581
Year-to-date Interest Income	$ 6,610,100	Approximate	Year-to-date Bank Fees Offset	$ 45,791

Water Utilities Revenue Bond

Asset Type	June 30, 2025 Ave. Yield	June 30, 2025 Book Value	June 30, 2025 Market Value	September 30, 2025 Ave. Yield	September 30, 2025 Book Value	September 30, 2025 Market Value
Pools/Bank	4.44%	$ 17,974,301	$ 17,974,301	4.45%	$ 37,935,134	$ 37,935,134
Totals	4.44%	**$ 17,974,301**	**$ 17,974,301**	4.45%	**$ 37,935,134**	**$ 37,935,134**

Current Quarter Average Yield *(1)*		Fiscal Year-to-Date Average Yield *(2)*	
Total Portfolio	4.45%	Total Portfolio	4.65%

Interest Earnings		
Quarterly Interest Income	$ 528,052	Approximate
Year-to-date Interest Income	$ 1,686,205	Approximate

Total Portfolio

Current Quarter Average Yield *(1)*		Fiscal Year-to-Date Average Yield *(2)*	
Total Portfolio	4.40%	Total Portfolio	4.59%
Rolling Three Month Treasury	4.24%	Rolling Three Month Treasury	4.38%
Rolling Six Month Treasury	4.17%	Rolling Six Month Treasury	4.35%
TexPool	4.25%	TexPool	4.36%

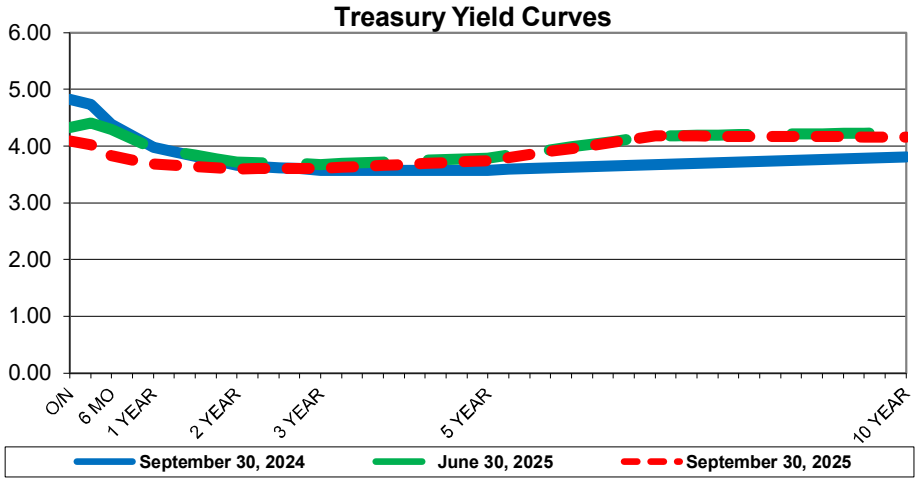
(1) **Current Quarter Weighted Average Yield** - calculated using quarter end report yields and adjusted book values; does not reflect a total return analysis, realized or unrealized gains/losses, or account for investment advisory fees. The yield for the reporting month is used for bank, pool, and money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

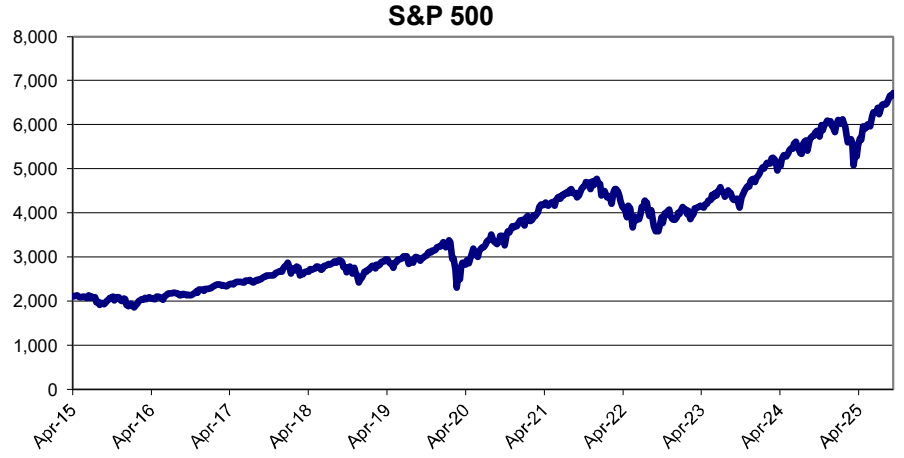
(2) **Fiscal Year-to-Date Weighted Average Yields** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

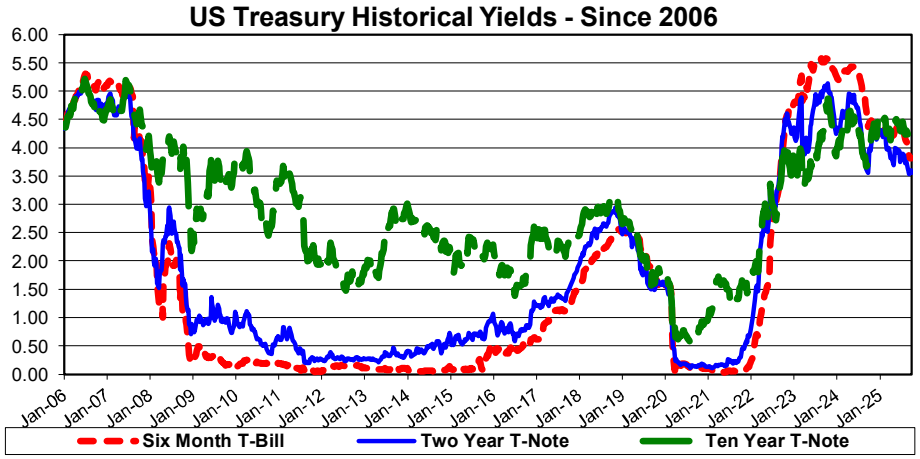
Economic Overview

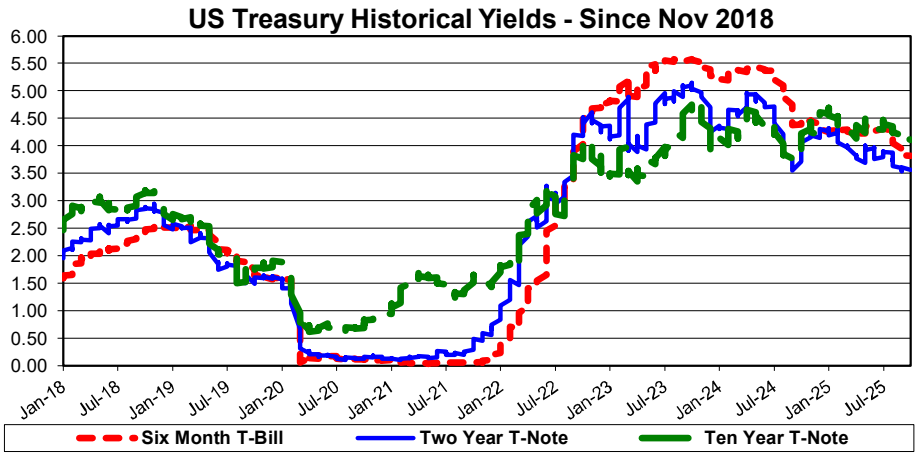
9/30/2025

The Federal Open Market Committee (FOMC) cut the Fed Funds target range to 4.00% - 4.25% September 17th (Effective Fed Funds trade +/-4.08%). Expectations for additional rate cuts remain - projecting two more 0.25% cuts before year-end. Sep Non-Farm Payroll was delayed by the government shut down. Second Quarter 2025 GDP (final) increased to + 3.8%. The S&P 500 Stock Index continued climbing and reached a new high (+/-6,700). The yield curve condensed with a slight upward slope. Crude Oil remains in the low $60s. Inflation continues above the FOMC 2% target (Core PCE +/-2.9% and Core CPI +/-3.1%). The Markets still face uncertain economic outlooks, tariff impacts and political conflicts.









Investment Holdings

September 30, 2025

Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
City Funds										
Cash - Pooled (3)		0.80%	10/01/25	09/30/25	$ 4,620,340	$ 4,620,340	1.00	$ 4,620,340	1	0.80%
NOW		4.44%	10/01/25	09/30/25	8,202,772	8,202,772	1.00	8,202,772	1	4.44%
NOW #2		4.47%	10/01/25	09/30/25	2,785,831	2,785,831	1.00	2,785,831	1	4.47%
InterBank MMA		4.40%	10/01/25	09/30/25	21,499,073	21,499,073	1.00	21,499,073	1	4.40%
LOGIC - City Funds	AAAm	4.33%	10/01/25	09/30/25	21	21	1.00	21	1	4.33%
TexSTAR - City Funds	AAAm	4.21%	10/01/25	09/30/25	1	1	1.00	1	1	4.21%
American Nat'l Bank & Trust CD		5.30%	10/23/25	10/26/23	5,539,601	5,539,601	100.00	5,539,601	23	5.44%
American Nat'l Bank & Trust CD		5.00%	11/27/25	11/29/23	3,288,889	3,288,889	100.00	3,288,889	58	5.13%
American Nat'l Bank & Trust CD		5.00%	12/04/25	12/07/23	3,285,651	3,285,651	100.00	3,285,651	65	5.13%
Southside Bank CD		4.24%	01/27/26	01/27/25	11,232,499	11,232,499	100.00	11,232,499	119	4.32%
Wallis Bank CDARS		4.29%	02/19/26	02/20/25	10,265,549	10,265,549	100.00	10,265,549	142	4.38%
First Nat'l Bank ETX CD		4.75%	02/21/26	02/21/24	10,733,299	10,733,299	100.00	10,733,299	144	4.84%
BOK Financial CDARS		4.14%	03/19/26	03/20/25	10,223,805	10,223,805	100.00	10,223,805	170	4.23%
BOK Financial CDARS		4.63%	03/19/26	03/21/24	1,073,502	1,073,502	100.00	1,073,502	170	4.74%
BOK Financial CDARS		4.63%	03/26/26	03/28/24	1,072,549	1,072,549	100.00	1,072,549	177	4.74%
BOK Financial CDARS		4.63%	03/26/26	03/28/24	1,072,549	1,072,549	100.00	1,072,549	177	4.74%
BOK Financial CDARS		4.63%	04/02/26	04/04/24	214,319	214,319	100.00	214,319	184	4.75%
BOK Financial CDARS		4.63%	04/02/26	04/04/24	1,607,395	1,607,395	100.00	1,607,395	184	4.74%
BOK Financial CDARS		4.63%	04/09/26	04/11/24	856,516	856,516	100.00	856,516	191	4.74%
BOK Financial CDARS		4.63%	04/09/26	04/11/24	856,516	856,516	100.00	856,516	191	4.74%
BOK Financial CDARS		4.63%	04/16/26	04/18/24	1,925,450	1,925,450	100.00	1,925,450	198	4.74%
BOK Financial CDARS		4.63%	04/16/26	04/18/24	2,032,420	2,032,420	100.00	2,032,420	198	4.74%
NexBank CD		4.90%	04/22/26	04/22/24	8,574,900	8,574,900	100.00	8,574,900	204	5.01%
Texas Bank & Trust CD		4.05%	05/06/26	05/06/25	3,030,625	3,030,625	100.00	3,030,625	218	4.11%
NexBank CD		4.80%	05/20/26	05/17/24	6,396,854	6,396,854	100.00	6,396,854	232	4.91%
East West Bank CD		4.17%	06/08/26	06/06/25	7,094,191	7,094,191	100.00	7,094,191	251	4.26%
Citizen's 1st Bank CD		4.14%	07/14/26	07/14/25	3,000,000	3,000,000	100.00	3,000,000	287	4.20%
American Nat'l Bank & Trust CD		3.95%	05/13/27	05/08/25	3,047,774	3,047,774	100.00	3,047,774	590	4.03%
First Nat'l Bank ETX CD		3.90%	06/04/27	06/04/25	7,068,811	7,068,811	100.00	7,068,811	612	3.96%
Citizen's 1st Bank CD		3.95%	07/14/27	07/14/25	3,000,000	3,000,000	100.00	3,000,000	652	4.01%
Cendera Bank CD		3.72%	08/16/27	08/14/25	5,015,821	5,015,821	100.00	5,015,821	685	3.78%
City Funds - Sub Total					**$ 148,617,523**	**$ 148,617,523**		**$ 148,617,523**	**180**	**4.38%**
									(1)	**(2)**

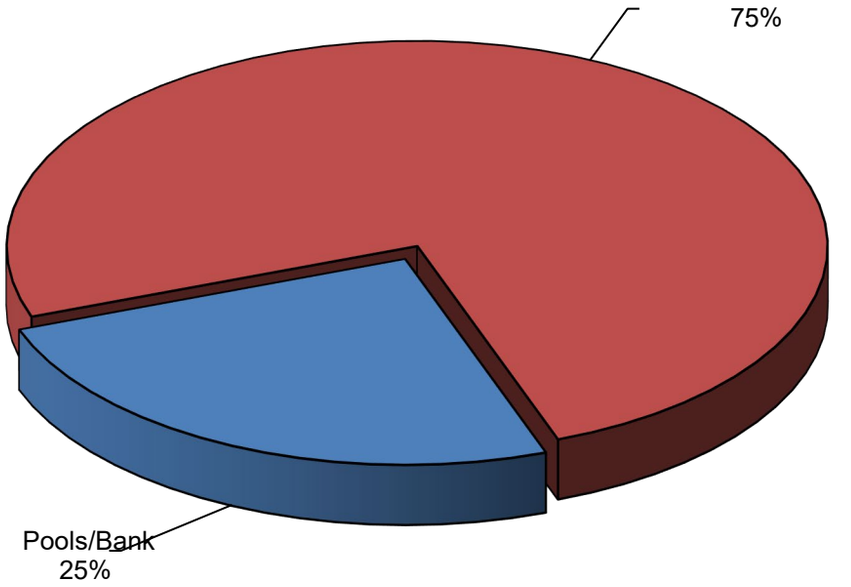
Investment Holdings

September 30, 2025

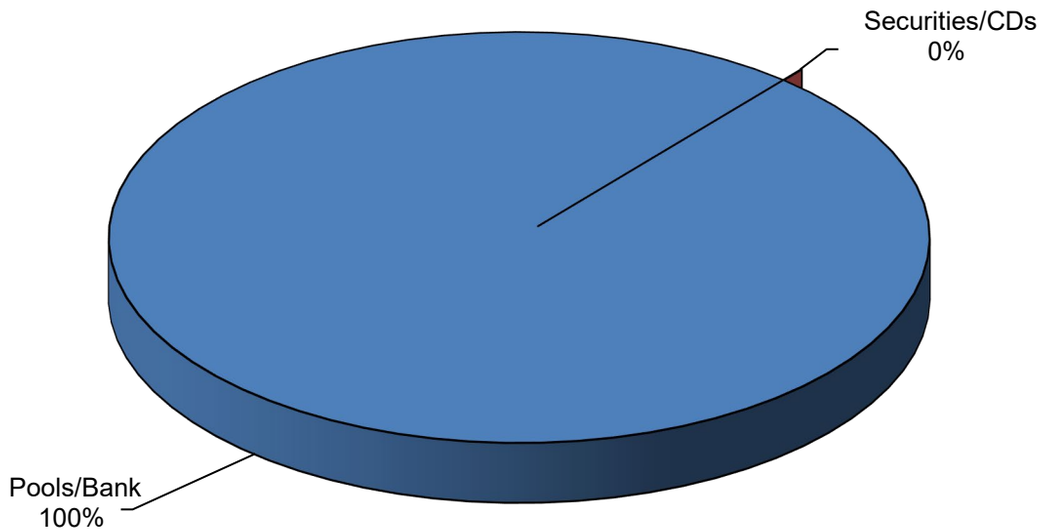
Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
Water Utilities Revenue Bond										
NOW #3 - Bond		4.46%	10/01/25	09/30/25	$ 24,475,140	$ 24,475,140	1.00	$ 24,475,140	1	4.46%
NOW #4 - Bond		4.44%	10/01/25	09/30/25	$ 13,459,994	$ 13,459,994	1.00	$ 13,459,994	1	4.44%
Water Utilities Revenue Bond - Sub Total					**$ 37,935,134**	**$ 37,935,134**		**$ 37,935,134**	**1**	**4.45%**
									(1)	**(2)**
Total Portfolio					**$ 186,552,657**	**$ 186,552,657**		**$ 186,552,657**	**143**	**4.40%**
									(1)	**(2)**

(1) Weighted average life - For purposes of calculating weighted average life, TexPool, TexSTAR, and bank account investments are assumed to have a one day maturity.
(2) Weighted average yield to maturity - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for TexPool, TexSTAR, and bank account investments.
(3) Cash - Pooled funds are used as compensating balances to offset bank service charges and do not generate hard interest.

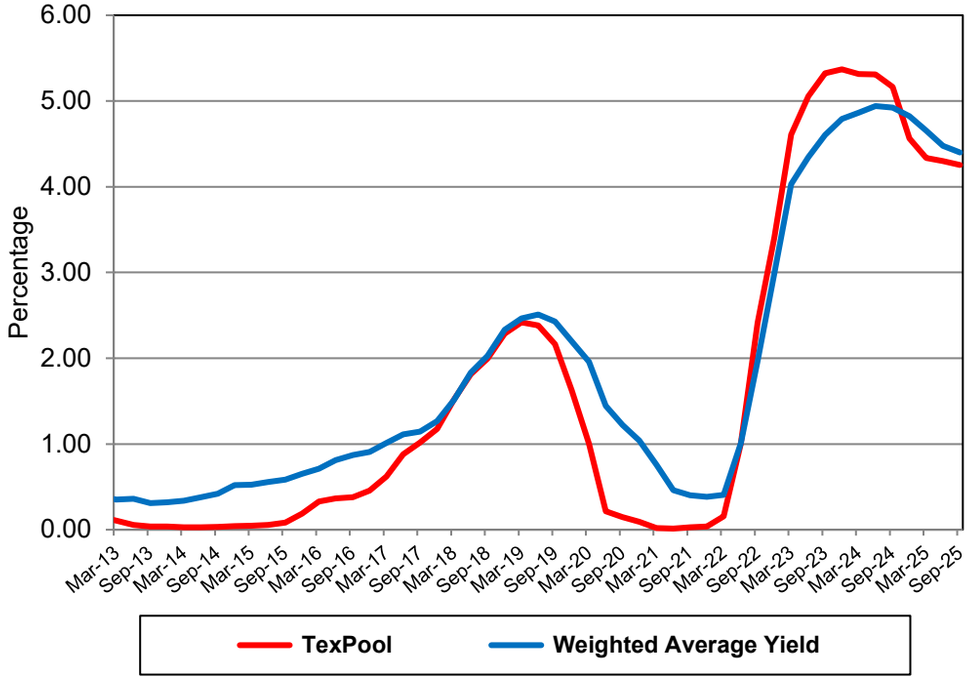
Portfolio Composition - City Funds



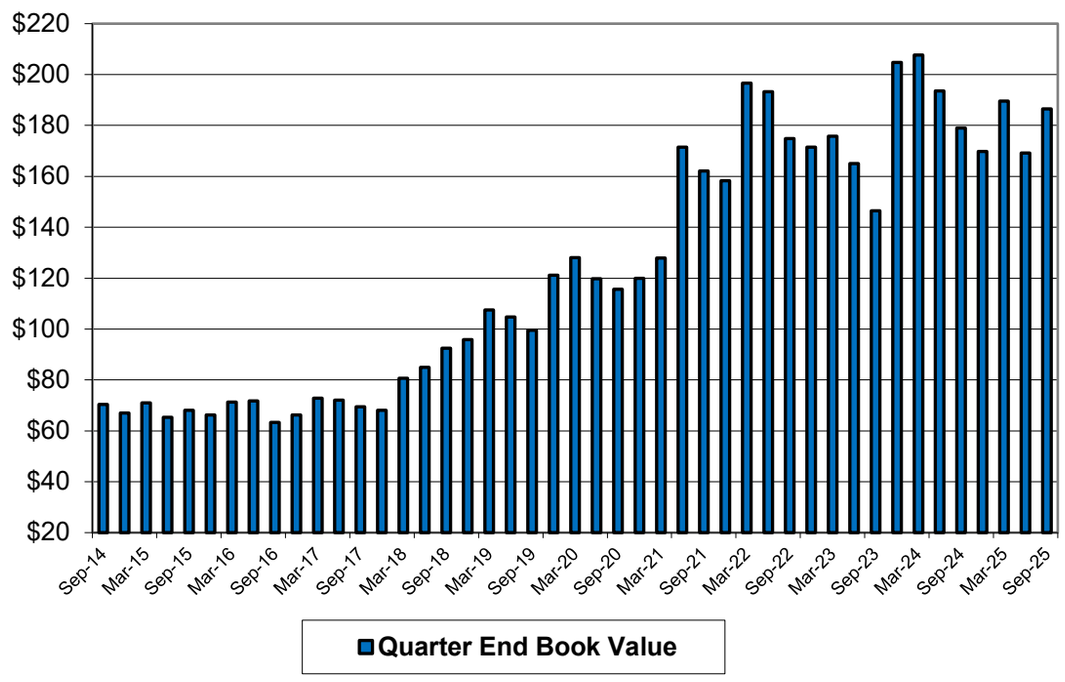
Portfolio Composition - Water Utility Revenue Bond Funds



Total Portfolio Performance



Total Portfolio (Millions)



Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 06/30/25	Increases	Decreases	Book Value 09/30/25	Market Value 06/30/25	Change in Market Value	Market Value 09/30/25
Cash - Pooled	0.80%	10/01/25	$ 5,101,670	$ –	$ (481,330)	$ 4,620,340	$ 5,101,670	$ (481,330)	$ 4,620,340
NOW	4.44%	10/01/25	15,106,566	–	(6,903,794)	8,202,772	15,106,566	(6,903,794)	8,202,772
NOW #2	4.47%	10/01/25	3,716,494	–	(930,662)	2,785,831	3,716,494	(930,662)	2,785,831
NOW #3 - Bond	4.46%	10/01/25	–	24,475,140	–	24,475,140	–	24,475,140	24,475,140
NOW #4 - Bond	4.44%	10/01/25	17,734,135	–	(4,274,141)	13,459,994	17,734,135	(4,274,141)	13,459,994
NOW #5 - Bond	4.44%	10/01/25	240,165	–	(240,165)	–	240,165	(240,165)	–
InterBank MMA	4.40%	10/01/25	21,249,890	249,183	–	21,499,073	21,249,890	249,183	21,499,073
TexSTAR - Bond	4.28%	10/01/25	1	–	–	1	1	–	1
LOGIC - City Funds	4.33%	10/01/25	21	–	–	21	21	–	21
Veritex Community Bank CD	5.00%	07/11/25	3,301,707	–	(3,301,707)	–	3,301,707	(3,301,707)	–
American Nat'l Bank & Trust CD	5.10%	08/14/25	3,300,844	–	(3,300,844)	–	3,300,844	(3,300,844)	–
American Nat'l Bank & Trust CD	5.30%	10/23/25	5,466,129	73,472	–	5,539,601	5,466,129	73,472	5,539,601
American Nat'l Bank & Trust CD	5.00%	11/27/25	3,247,678	41,212	–	3,288,889	3,247,678	41,212	3,288,889
American Nat'l Bank & Trust CD	5.00%	12/04/25	3,244,505	41,145	–	3,285,651	3,244,505	41,145	3,285,651
Southside Bank CD	4.24%	01/27/26	11,115,003	117,496	–	11,232,499	11,115,003	117,496	11,232,499
Wallis Bank CDARS	4.29%	02/19/26	10,155,151	110,398	–	10,265,549	10,155,151	110,398	10,265,549
First Nat'l Bank ETX CD	4.75%	02/21/26	10,606,314	126,985	–	10,733,299	10,606,314	126,985	10,733,299
BOK Financial CDARS	4.14%	03/19/26	10,117,597	106,208	–	10,223,805	10,117,597	106,208	10,223,805
BOK Financial CDARS	4.63%	03/19/26	1,061,044	12,458	–	1,073,502	1,061,044	12,458	1,073,502
BOK Financial CDARS	4.63%	03/26/26	1,060,102	12,447	–	1,072,549	1,060,102	12,447	1,072,549
BOK Financial CDARS	4.63%	03/26/26	1,060,102	12,447	–	1,072,549	1,060,102	12,447	1,072,549
BOK Financial CDARS	4.63%	04/02/26	211,832	2,487	–	214,319	211,832	2,487	214,319
BOK Financial CDARS	4.63%	04/02/26	1,588,741	18,654	–	1,607,395	1,588,741	18,654	1,607,395
BOK Financial CDARS	4.63%	04/09/26	846,576	9,940	–	856,516	846,576	9,940	856,516
BOK Financial CDARS	4.63%	04/09/26	846,576	9,940	–	856,516	846,576	9,940	856,516
BOK Financial CDARS	4.63%	04/16/26	1,903,106	22,345	–	1,925,450	1,903,106	22,345	1,925,450
BOK Financial CDARS	4.63%	04/16/26	2,008,834	23,586	–	2,032,420	2,008,834	23,586	2,032,420
NexBank CD	4.90%	04/22/26	8,469,860	105,040	–	8,574,900	8,469,860	105,040	8,574,900
Texas Bank & Trust CD	4.05%	05/06/26	3,000,000	30,625	–	3,030,625	3,000,000	30,625	3,030,625
NexBank CD	4.80%	05/20/26	6,320,081	76,773	–	6,396,854	6,320,081	76,773	6,396,854
East West Bank CD	4.17%	06/08/26	7,020,021	74,170	–	7,094,191	7,020,021	74,170	7,094,191
Citizen's 1st Bank CD	4.14%	07/14/26	–	3,000,000	–	3,000,000	–	3,000,000	3,000,000
American Nat'l Bank & Trust CD	3.95%	05/13/27	3,017,582	30,192	–	3,047,774	3,017,582	30,192	3,047,774
First Nat'l Bank ETX CD	3.90%	06/04/27	7,000,000	68,811	–	7,068,811	7,000,000	68,811	7,068,811
Citizen's 1st Bank CD	3.95%	07/14/27	–	3,000,000	–	3,000,000	–	3,000,000	3,000,000
Cendera Bank CD	3.72%	08/16/27	–	5,015,821	–	5,015,821	–	5,015,821	5,015,821
TOTAL / AVERAGE	**4.40%**		**$ 169,118,325**	**$ 36,866,975**	**$ (19,432,644)**	**$ 186,552,657**	**$ 169,118,325**	**$ 17,434,332**	**$ 186,552,657**

Cash and Investments by Fund

		09/30/2025	06/30/2025	Difference
General Fund	101	$ 22,117,685	$ 26,491,132	$ (4,373,446.50)
General Capital Projects Fund	102	1,235,560	830,199	405,361
Street Improvement Fund	103	1,413,261	2,404,339	(991,077)
Development Services Fund	202	4,905,785	4,893,750	12,035
Cemeteries Operating Fund	204	264,012	341,167	(77,155)
Forfeitures Fund	205	378,632	388,937	(10,305)
Court Technology Fund	207	579,326	507,282	72,044
TIF/TIRZ # 2	209	–	–	–
Hotel-Motel Tax Fund	211	774,491	557,367	217,124
Donations Fund	216	1,679,719	557,367	1,122,352
TIF/TIRZ # 3	218	751,522	1,146,003	(394,480)
Tyler Tourism & Convention Facilities Fund	219	500,820	264,671	236,149
Half Cent Sales Tax Fund	231	35,955,282	34,995,296	959,986
Passenger Facility Fund	234	877,056	813,065	63,991
Oil & Natural Gas Fund	235	7,660,863	7,557,066	103,796
PEG Fee Fund	236	1,146,468	1,119,803	26,664
Fair Plaza Fund	240	(3,859)	(3,859)	–
Retained HUD Admin Fee Fund	274	487	481	6
Housing Assistance Fund	276	2,094,675	1,820,801	273,874
State/Federal Grants Fund	285	(129,604)	(126,787)	(2,817)
Transit System Fund	286	(1,450,062)	(1,438,462)	(11,600)
CDBG Grant Fund	294	67,472	69,956	(2,485)
HOME Grant Fund	295	1,211,960	1,336,045	(124,086)
HOT Debt Service Fund	302	963	422,963	(422,000)
Revenue Bond HOT 2021	402	–	–	–
Utilities Fund	502	20,322,845	14,245,816	6,077,030
Utilities Construction Fund	503	6,270,252	9,705,265	(3,435,013)
Utilities Debt Service Fund	504	3,522,611	10,267,201	(6,744,590)
Utilities Debt Reserve Fund	505	11,330	11,187	143
Revenue Bond Series 2021	512	–	–	–
Revenue Bond Series 2022	513	–	–	–
Revenue Bond Series 2017	518	–	–	–
Revenue Bond Series 2019	519	–	–	–
Revenue Bond Series 2023 CIP	520	13,459,994	17,734,135	(4,274,141)
Revenue Bond Series 2023 CD	521	–	240,165	(240,165)
Revenue Bond Series 2025 CD	522	24,475,140	–	24,475,140
Airport Fund	524	1,984,168	1,840,705	143,462
Airport Grant Fund	525	(469,789)	(1,089,802)	620,013
Solid Waste Fund	560	260,510	(444,973)	705,483
Solid Waste Capital Projects Fund	562	177,079	432,261	(255,182)

Cash and Investments by Fund

		09/30/2025	06/30/2025	Difference
Storm Water Management	575	1,631,509	1,417,768	213,741
Productivity Improvement Fund	639	1,609,837	1,773,408	(163,571)
Fleet Replacement Fund	640	4,717,514	6,070,370	(1,352,856)
Prop, Liab, W/C Insurance Fund	650	6,005,312	5,671,231	334,080
Employee Benefits Fund	661	4,558,882	4,645,742	(86,860)
Prop & Facility Management Fund	663	830,168	1,173,290	(343,122)
Technology Fund	671	3,782,038	3,086,142	695,896
Payroll Fund	710	1,301,848	1,286,243	15,605
Cemetery Trust Fund	713	3,457,517	3,426,767	30,750
Landfill Trust Fund	720	3,860,224	3,749,442	110,782
Lindsey Trust Fund	725	99,146	–	99,146
Retiree Benefits Fund	761	(213,970)	(18,964)	(195,006)
Section 125 Trust Fund	772	391,869	354,893	36,976
TOTAL		**$ 184,078,546.01**	**$ 170,526,875.16**	**$ 13,551,670.85**

Allocation
September 30, 2025

Book & Market Value	Security Total	Pooled Funds	Revenue Bond
Cash	$ 4,620,340	$ 4,620,340	$ –
NOW	8,202,772	8,202,772	–
NOW #2	2,785,831	2,785,831	–
NOW #3 - Bond	24,475,140	–	24,475,140
NOW #4 - Bond	13,459,994	–	13,459,994
InterBank MMA	21,499,073	21,499,073	–
TexSTAR – Water Bond	1	1	–
LOGIC – City Funds	21	21	–
10/23/25–American Nat'l Bank & Trust CD	5,539,601	5,539,601	–
11/27/25–American Nat'l Bank & Trust CD	3,288,889	3,288,889	–
12/04/25–American Nat'l Bank & Trust CD	3,285,651	3,285,651	–
01/27/26–Southside Bank CD	11,232,499	11,232,499	–
02/19/26–Wallis Bank CDARS	10,265,549	10,265,549	–
02/21/26–First Nat'l Bank ETX CD	10,733,299	10,733,299	–
03/19/26–BOK Financial CDARS	10,223,805	10,223,805	–
03/19/26–BOK Financial CDARS	1,073,502	1,073,502	–
03/26/26–BOK Financial CDARS	1,072,549	1,072,549	–
03/26/26–BOK Financial CDARS	1,072,549	1,072,549	–
04/02/26–BOK Financial CDARS	214,319	214,319	–
04/02/26–BOK Financial CDARS	1,607,395	1,607,395	–
04/09/26–BOK Financial CDARS	856,516	856,516	–
04/09/26–BOK Financial CDARS	856,516	856,516	–
04/16/26–BOK Financial CDARS	1,925,450	1,925,450	–
04/16/26–BOK Financial CDARS	2,032,420	2,032,420	–
04/22/26–NexBank CD	8,574,900	8,574,900	–
05/06/26–Texas Bank & Trust CD	3,030,625	3,030,625	–
05/20/26–NexBank CD	6,396,854	6,396,854	–
06/08/26–East West Bank CD	7,094,191	7,094,191	–
07/14/26–Citizen's 1st Bank CD	3,000,000	3,000,000	–
05/13/27–American Nat'l Bank & Trust CD	3,047,774	3,047,774	–
06/04/27–First Nat'l Bank ETX CD	7,068,811	7,068,811	–
07/14/27–Citizen's 1st Bank CD	3,000,000	3,000,000	–
08/16/27–Cendera Bank CD	5,015,821	5,015,821	–
Totals	**$ 186,552,657**	**$ 148,617,523**	**$ 37,935,134**

Allocation
June 30, 2025

Book & Market Value	Security Total	Pooled Funds	Revenue Bond
Cash	$ 5,101,670	$ 5,101,670	$ –
NOW	15,106,566	15,106,566	–
NOW #2	3,716,494	3,716,494	–
NOW #4 - Bond	17,734,135	–	17,734,135
NOW #5 - Bond	240,165	–	240,165
InterBank MMA	21,249,889.90	21,249,889.90	–
TexSTAR – Water Bond	1	–	1
LOGIC – City Funds	21	21	–
07/11/25–Veritex Community Bank CD	3,301,707	3,301,707	–
08/14/25–American Nat'l Bank & Trust CD	3,300,844	3,300,844	–
10/23/25–American Nat'l Bank & Trust CD	5,466,129	5,466,129	–
11/27/25–American Nat'l Bank & Trust CD	3,247,678	3,247,678	–
12/04/25–American Nat'l Bank & Trust CD	3,244,505	3,244,505	–
01/27/26–Southside Bank CD	11,115,003	11,115,003	–
02/19/26–Wallis Bank CDARS	10,155,151	10,155,151	–
02/21/26–First Nat'l Bank ETX CD	10,606,314	10,606,314	–
03/19/26–BOK Financial CDARS	10,117,597	10,117,597	–
03/19/26–BOK Financial CDARS	1,061,044	1,061,044	–
03/26/26–BOK Financial CDARS	1,060,102	1,060,102	–
03/26/26–BOK Financial CDARS	1,060,102	1,060,102	–
04/02/26–BOK Financial CDARS	211,832	211,832	–
04/02/26–BOK Financial CDARS	1,588,741	1,588,741	–
04/09/26–BOK Financial CDARS	846,576	846,576	–
04/09/26–BOK Financial CDARS	846,576	846,576	–
04/16/26–BOK Financial CDARS	1,903,106	1,903,106	–
04/16/26–BOK Financial CDARS	2,008,834	2,008,834	–
04/22/26–NexBank CD	8,469,860	8,469,860	–
05/06/26–Texas Bank & Trust CD	3,000,000	3,000,000	–
05/20/26–NexBank CD	6,320,081	6,320,081	–
06/08/26–East West Bank CD	7,020,021	7,020,021	–
05/13/27–American Nat'l Bank & Trust CD	3,017,582	3,017,582	–
06/04/27–First Nat'l Bank ETX CD	7,000,000	7,000,000	–
Totals	**$ 169,118,325**	**$ 151,144,025**	**$ 17,974,301**

Investments held on September 30, 2025 by type and by major fund are shown below:

Investment Category	Book Value	Market Value	Quarterly Average Yield	Average Maturity
City Funds				
Pools/Bank	37,108,037	37,108,037	3.97	1 day
Securities/CD's	111,509,485	111,509,485	4.52	180 days
Revenue Bond				
Pools/Bank	37,935,134	37,935,134	4.45	1 day
Securities/CD's	0	0	0	0 days
	186,552,657	186,552,657	4.92	143 days

*Totals listed about reflect rounded figures

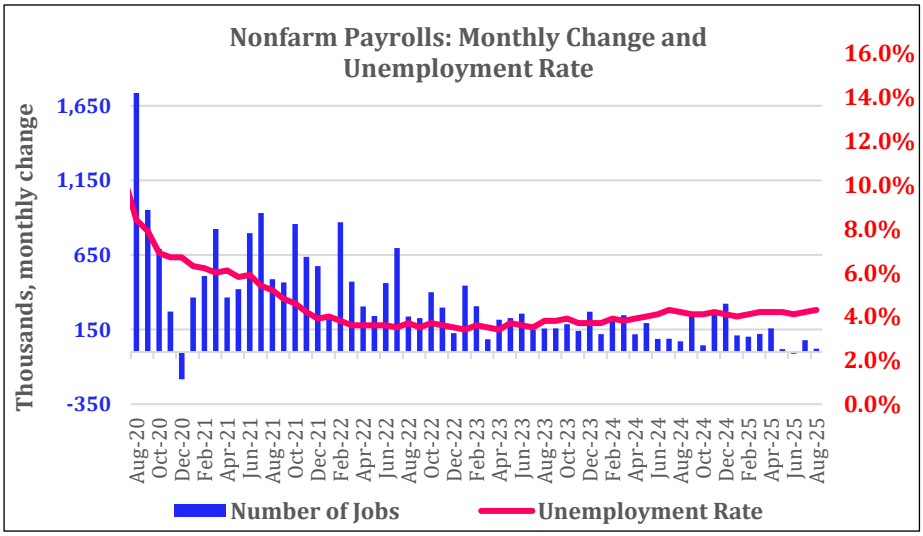
Benchmarks: Rolling 3 month Treasury average yield was 4.24percent
Rolling 6 month Treasury average yield was 4.17 percent
The Tex Pool average yield for this quarter was 4.25 percent
The Fiscal Year-to-Date Average Yield was 4.59 percent

Valley View Consulting, L.L.C.

Market Outlook

October 3, 2025

As anticipated, the Federal Open Market Committee (FOMC) voted to cut the Fed Funds rate by 25 basis-points at their September meeting, the first rate change since December 2024. Mortgage rates declined more noticeably which could encourage buyers, however an overall housing shortage persists. Consumer resilience shown in August with positive retail sales and personal spending, but consumer attitudes and expectations declined again in September.



Due to the suspension of Federal government services, the US Bureau of Labor and Statistics (BLS) did not release the jobs report for September 2025. The report is expected to be released when the Federal government resumes operations. The August Job Openings and Labor Turnover Survey (JOLTS) was released prior to the shutdown showing job openings increased by 19,000 to 7.23 million jobs and job quits (voluntary separations initiated by the employee) fell by 75,000 to 3.09 million. The BLS annual revision released in September showed 911,000 fewer jobs than initially reported for the year ending March 2025. This and the recent labor reports have led to more discussion regarding the risks of the country's low hiring, low firing situation. In the event of layoffs, the low hiring environment creates a challenge for job seekers which could lead to higher unemployment, ultimately hurting a consumption-driven economy. The ADP Research Institute's National Employment Report, which measures levels of non-farm private employment, showed that private businesses in the US cut 32,000 jobs in September despite forecasts of 50,000 job gains. While part of the decline was related to a recalibration in their data analysis, the trend remained negative suggesting a loss of momentum in the labor market.

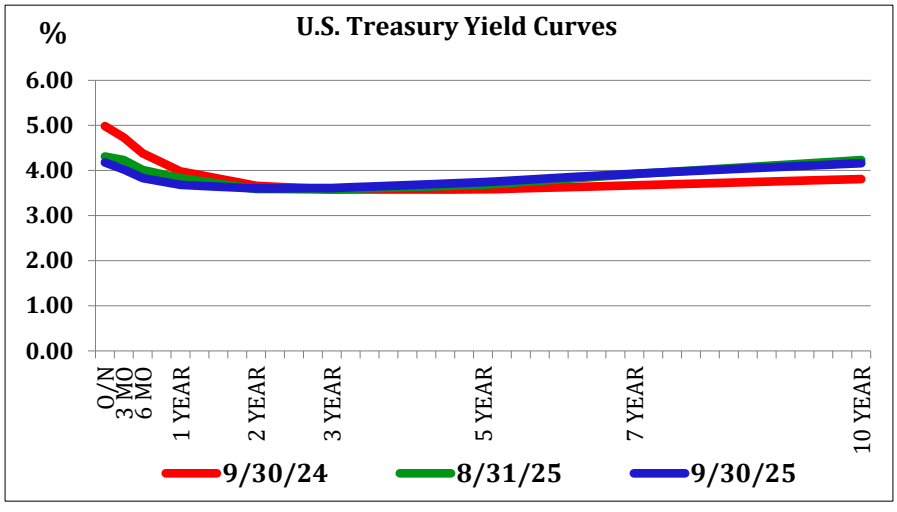
Existing Home Sales fell 0.2% in August following a 2.0% gain in July. The median existing home sales price for August was $422,600, up 2.0% from one year ago and the twenty-sixth consecutive month of year-over-year price increases. Inventories of Existing Homes for sale eased 1.3% from July maintaining a 4.6-month supply at the current sales pace. After falling 1.8% in July, New Home Sales skyrocketed 20.5% in August to the highest level since January 2022 driven by discounts and promotional offers. The supply of New Homes for sale in August decreased 1.4%, dropping inventory to 7.4 months, still above the 6-month supply expected in a balanced market. The median sales price of new homes rose 4.7% from last month to $413,500 in August. The average 30-year mortgage rate at the end of September decreased to 6.34% from August's 6.56% following the FOMC's decision to lower the Fed Funds rate. The S&P Case Shiller report of home prices in 20 metropolitan areas reported a 0.3% decline in home values during the month of July after remaining flat in June. The Federal Housing Finance Agency (FHFA), the entity that analyzes all domestic home prices, showed a 0.1% reduction in home values for July, the fourth consecutive monthly decrease. Year-over-year Case Shiller is up 1.8% (versus 2.2% from June), the twenty-fifth consecutive month of year-over-year increases in home prices but the slowest annual growth since July 2023. The FHFA index is up 2.3% year-over-year, declining from June's 2.7% year-over-year change. Following two months of contractions, Pending Home Sales grew 4.0% in August, the sharpest increase in five months as lower mortgage rates encouraged buyers to go under contract. Year-over-year pending home sales for August was 3.8% versus 0.7% in July. Housing Starts fell 8.5% in August, the fourth-lowest reading since May 2020, following a 3.4% increase in July. Building Permits were down 2.3% in August to the lowest level since May 2020 after a 2.2% decline last month.

Final GDP for Q2 of 2025 showed the strongest performance since Q3 2023, growing 3.8%, as the significant increase in imports during Q1 reversed course in Q2. Industrial Production increased 0.1% in August after falling 0.4% in July. Year-over-year industrial production declined to 0.9% from 1.3% the previous month. Durable Goods Orders rose 2.9% month-over-month in August reversing July's 2.7% drop, however the increase partially reflects higher prices rather than increased volumes as tariffs raised manufacturing costs. Excluding transportation, durable goods orders rose 0.4% in August after July's increase of 1.0%. As an inflation impact measurement, the Producer

Price Index (PPI) unexpectedly fell 0.1% in August, well below market forecasts of a 0.3% increase and the first decline in four months, bringing year-over-year PPI to 2.6% compared to 3.1% in July. The Consumer Price Index (CPI) rose 0.4% in August, following July's 0.2% increase, as the cost of shelter, food, and energy all climbed. Year-over-year, CPI increased to 2.9% after two consecutive months at 2.7%. Core CPI, or the results after food and energy numbers are excluded (due to price volatility), increased 0.3% for the month, matching that of July and holding year-over-year Core CPI at 3.1%. The August Purchasing Managers Index improved slightly to 49.1% from 48.7% in August but marked the seventh consecutive month of contraction (levels below 50%) with respondents citing tariffs, high costs, and weak demand as key challenges.

Personal Consumption showed annualized growth of 2.5% in Q2 compared to 0.6% in Q1. Retail Sales increased 0.6% in August, the same pace as July, outperforming market expectations of a 0.2% gain. This brought year-over-year retail sales from 4.1% the previous month to 5.0% in August. Excluding vehicle and gas purchases, sales climbed 0.7% for the month following 0.3% growth in July. Consumers' attitudes as measured by both the Consumer Sentiment report (-3.1 points) and the Consumer Confidence report (-3.6 points) weakened in September. Consumer sentiment experienced its second consecutive drop bringing it to the lowest level since May, and consumer confidence declined to its lowest level since April with prices and inflation concerning survey respondents. Inflation expectations for the next year ticked down to 4.7% (versus 4.8% last month), and the five-year inflation outlook rose to 3.7% from August's 3.5%, still above expectations at the start of the year. Personal Consumption Expenditures (PCE) increased 0.3% in August, in line with market expectations after a 0.2% rise in July, bringing PCE year-over-year up to 2.7% from July's 2.6%, the highest in six months. The Core PCE Index measuring consumption net of food and energy, and one of the indicators watched closely by the FOMC, increased 0.2% in August, matching that of July. Year-over-year Core PCE for August was unchanged at 2.9%, exceeding the FOMC's target inflation rate of 2.0% for the fifty-third consecutive month. The Personal Income component of the PCE series indicated that incomes grew 0.4% in August, the third consecutive monthly increase, after rising 0.4% in July and 0.3% in June. Personal Spending increased 0.6% for the month, the sharpest increase in five months, after July's 0.5% growth, demonstrating consumer resilience despite economic uncertainty.

The FOMC decided to lower their policy interest rate by 25 basis-points at their meeting held September 16th and 17th. Chair Powell noted they are in a challenging situation as the downside risks to employment have risen while inflation risks remain, so they must balance both sides of their dual mandate, price stability and maximum employment. Risks to the labor market were the focus of the Committee's decision to lower the Fed Funds rate toward a more neutral level, but they are aware there is no risk-free path. Their updated Summary of Economic Projections showed a slightly higher GDP of 1.6% and lower 3.6% Fed Funds rate for the end of 2025, while the 4.5% unemployment rate and 3.1% Core PCE inflation rate remained unchanged from their June projections. The Committee's Fed Funds rate projection implies two additional 25 basis-point cuts (or one 50 basis-point cut) to the Fed Funds rate by the end of 2025. The next FOMC meeting will be held October 28th and 29th, and the market expects to see yet another 25 basis-point cut.



Government Security Investment Pool yields adjusted quickly to the policy change closing September at +/- 4.18% after ending August at +/- 4.31%. Short-term US Treasury and Agency rates rose slightly by the end of the month after dipping in response to the weak August employment data released in early September. The 1-year Treasury ended August at 3.83%, dropped to 3.65% after the August labor report, and ended September at 3.68%. The 2-year Treasury similarly ended August at 3.59%, dipped to 3.51% in response to the labor report, and increased to 3.60% to end September. As labor market concerns came into focus, the market reacted quickly pricing in anticipated rate cuts with more confidence. Bank CDs continue to offer opportunities to lock-in rates above securities with 1-year CD yields at +/- 3.75%. As we continue to anticipate further cuts, locking-in fixed income investments can hedge against the possibility of rate reductions and help sustain portfolio yields over the long term.

Disclaimer: This material, based on data believed to be reliable, but not independently verified, is not intended to constitute an offer, solicitation or recommendation regarding any securities transaction or a guarantee of market conditions and is for informational purposes only. For use by the intended recipient only.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-2

Date: December 10, 2025

Subject: Request that the City Council consider approving the 2025 Certified Property Tax Roll.

Item Reference: **State of Texas Tax Code Chapter 26.09 (e)**

The Certified Property Tax Roll requires approval by the governing body of the City of Tyler. The State of Texas Tax Code Chapter 26.09 (e) requires the appraisal roll with the amount of tax levy approved by the governing body each year. The 2025 Certified Value, as of October 17, 2024, is $14,379,602,764.00. The total tax levy is $32,126,342.58. The 2025 Certified Property Tax Roll has to be signed by Mayor Warren, and a copy must be available for the public.

Historic Adjusted Certified Values:
2016 - 7,806,720,503.00
2017 - 8,113,743,804.00
2018 - 8,705,468,675.00
2019 - 9,062,567,868.00
2020 - 9,408,296,792.00
2021 - 9,833,817,127.00
2022 - 10,935,766,833.00
2023 - 12,180,348,615.00
2024 - 13,414,384,987.00
2025 - $14,379,602,764.00

RECOMMENDATION:

It is recommended that the City Council consider approving the 2025 Certified Property Tax Roll.

Attachments:
Certified Property Tax Roll - 2025

Drafted/Recommended By:
Department Leader Keidric Trimble, Chief Financial Officer

Edited/Submitted By:
City Manager

NOV 5 PM12:4

346

Tax Assessor-Collector
Property Tax 903-590-2920
Fax 903-590-2939

Auto Registration 903-590-2900
Fax 903-590-2908

COUNTY OF SMITH

Gary B Barber
Box 2011
Tyler, Texas 75710-2011

October 27, 2025

CITY OF TYLER

In accordance with Sec. 26.09 (e) of the Tax Code, the 2025 Tax Roll is hereby submitted for approval by your governing board. The tax roll reflects the following values and levy:

2025 Certified Value as of 07-18-2025	14,462,281,196
Adjusted Certified Value as of 10-17-2025	14,379,602,764
Total Levy	32,126,342.58

Please return a signed copy of the 2025 Tax Roll to the Smith County Tax Office. The Tax Code requires a copy to be available for the public.

Signature of the Mayor

Date

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-3

Date: December 10, 2025

Subject: Request that the City Council consider authorizing the City Manager to approve a reconciliation change order that will reduce the total contract price by $222,258.17 for the Greenbriar Force Main Sliplining Project, Buyboard Contract No. 730-24 and release retainage in the Final Pay Estimate.

Item Reference:

On December 11, 2024, the City Council approved a Capital Improvement Project (CIP) to rehabilitate the Greenbriar Lift Station Force Main via Slipling with Insituform Technologies, LLC. The project has been completed along with the final walk-through and has been deemed ready for final acceptance. The attached Final Acceptance Letter includes a Reconciliation Change Order that reduces the total contract amount by $222,258.17, resulting in a final project cost of $5,719,311.83.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to approve a reconciliation change order that will reduce the total contract price by $222,258.17 for the Greenbriar Force Main Sliplining Project, Buyboard Contract No. 730-24 and release retainage in the Final Pay Estimate.

Attachments:
2025-10-29 103378 Project Acceptance
103378 CO 1 (Reconciliatory)
103378 PE 10 (Final)

Drafted/Recommended By:
Department Leader Jacob Yanker, Utilities Project Engineer/ Kate Dietz, PE, Director of Utilities

Edited/Submitted By:
City Manager

a PAPE-DAWSON company

6781 Oak Hill Boulevard
Tyler, TX 75703
903.581.8141

October 29, 2025

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

via email delivery

RE: ***City of Tyler***
Greenbriar Lift Station Force Main Sliplining
BuyBoard Contract No. 730-24
KSA Project No. 103378
Project Acceptance

Dear Mr. Yanker:

The Contractor has completed all work for the above referenced project. To close out the City's contract with *Insituform, an Azuria Water Solutions Company*, the following actions are recommended:

- Approval of Change Order No. 1 (Reconciliatory) - This change order reduces the contract price by $222,258.17. The final contract amount for the completed project is $5,719,311.83.
- Approval of Contractor's Progress Estimate No. 10 (Final) with retainage reduced to 0%. The final payment amount is $285,965.59.
- Acceptance of the project by the City.

KSA has reviewed the work and has verified the work for conformance to the Contract requirements. Enclosed for your records are copies of the Contractor's Affidavit of Bills Paid and Waiver and Release forms.

If you have any questions or would like to discuss, please do not hesitate to call or respond.

Sincerely,

KSA Engineers, Inc.

Blake W. Bogenschutz, P.E.
Project Manager

KSA 6781 Oak Hill Blvd. Tyler, TX 75703 **CHANGE ORDER No. 1 (RECONCILIATORY)**	Date October 27, 2025 Project No. 100378 / BuyBoard No. 730-24 Location Tyler, TX
To (Contractor) Insituform Technologies, LLC 1103 Postwood Drive Corinth, TX 76210	Job Description Grenbriar Lift Station Force Main Sliplining Total Contract Price: Original $5,941,570.00 Previous CO / WO $0.00 Current $5,941,570.00

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No. (1)	Description of changes – quantities, units, Unit price, change in completion schedule, etc. (2)	Decrease in Contract price (3)	Increase in Contract price (4)
CO 1.1	Item 1.17 - Repair/Rehab 8" Flex Base: Reduce QTY by 98 SY to 312 SY (410 SY - 98 SY = 312 SY).	$9,800.00	$0.00
CO 1.2	Item 1.19 - Traffic Control - DOT or County Controlled: Reduce QTY by 7 DAY to 75 DAY (82 DAY - 7 DAY = 75 DAY).	$23,450.00	$0.00
CO 1.3	Item 1.20 - Traffic Guard - Shadow Vehicle: Reduce QTY by 75 DAY to 0 DAY (75 DAY - 75 DAY = 0 DAY).	$46,875.00	$0.00
CO 1.4	Item 1.21 - Flagmen: Reduce QTY by 92 HR to 1,148 HR (1,240 HR - 92 HR = 1,148 HR).	$6,900.00	$0.00
CO 1.5	Item 1.24 - Steel Plates (per plate): Reduce QTY by 565 DAY to 435 DAY (1000 DAY - 565 DAY = 435 DAY).	$15,255.00	$0.00
CO 1.6	Item 1.25 - Remove, Dispose, Replace 8" Full Depth TxDOT Pavement: Reduce QTY by 25 SY to 175 SY (200 SY - 25 SY = 175 SY).	$11,250.00	$0.00
CO 1.7	1.26 - Owner Controlled Contingency Allowance: Reduce AL unit price by $108,728.17 to $0.00 ($108,728.17 - $108,728.17 = $0.00).	$108,728.17	$0.00
	Change in contract price due to this Change Order:		
	Total Decrease	$222,258.17	
	Total Increase		$0.00
	Difference between Columns (3) and (4)	$222,258.17	($222,258.17)
		$222,258.17	$222,258.17

The sum of **$222,258.17** is hereby ~~(unchanged) (added to)~~ (deducted from) the total contract price, and the total adjusted contract price to date thereby is **$5,719,311.83** .

The time provided for completion in the contract is (unchanged) ~~(increased by) (decreased by)~~ **0** additional calendar days added to the contract time for a total adjusted contract time of **208** calendar days for final completion. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Recommended by	Blake W Boyarkin	10-28-2025
(Engineer)	**KSA**	Date
Accepted by	Ben Hawkins	10-28-2025
(Contractor)	**Insituform Technologies, LLC**	Date
Approved by		
(Owner)	**City of Tyler**	Date

PROGRESS ESTIMATE

KSA ENGINEERS, INC.
6781 OAK HILL BLVD
TYLER, TX 75703

Estimate No.: 10 (Final)

Date: October 29, 2025
Project: City of Tyler - Greenbriar Lift Station Force Main Sliplining
Period: From: 10/01/2025 To: 10/28/2025
Contractor: Insituform Technologies, LLC
Address: P.O. Box 74008440, Chicago, IL 60674-8440
Amount of Contract as Awarded: $5,941,570.00

Change Orders:

# 1 $	(222,258.17)	# 6 $	
# 2 $		# 7 $	
# 3 $		# 8 $	
# 4 $		# 9 $	
# 5 $		#10 $	

Total Change Orders: ($222,258.17)
Total Adjusted Contract: $5,719,311.83

Notice to Proceed Date: March 3, 2025
Contract Time: 208 Days
% Complete (Time) 115%
% Complete ($) 100%
Project No: 103378

PREVIOUS PAYMENTS AUTHORIZED

#1	123,500.00	#10	
#2	602,205.00	#11	
#3	1,912,468.75	#12	
#4	769,784.05	#13	
#5	1,024,862.85	#14	
#6	646,156.59	#15	
#7	145,350.00	#16	
#8	204,744.00	#17	
#9	4,275.00	#18	

Total Payments Previously Authorized: $5,433,346.24

Item No.	Description	Unit of Meas.	Quantity Original Estimate	Previous Month's Quantity	Current Month's Quantity	Quantity Completed To Date	Unit Price ($)	Value of Completed Work ($)
1.01	Travel & Mobilization - Installation & Bypass	LS	1	1.00		1.00	$255,000.00	$255,000.00
1.02	Clean/TV 18" AC Pressure Pipe	LF	**10,450	10,450		10,450	$22.00	$229,900.00
1.03	Bypass System Equip / Pipe Delivery, Offload, Load & Return 18"	EA	1	1.00		1.00	$70,000.00	$70,000.00
1.04	Bypass System Piping & Equipment	WK	**17	17		17	$3,500.00	$59,500.00
1.05	Bypass - Street Trenching for 18" Pipe	LF	1,215	1,215		1,215	$185.00	$224,775.00
1.06	Lift Station Connection	EA	1	1		1	$35,000.00	$35,000.00
1.07	Set up 18" Piping	LF	**10,450	10,450		10,450	$38.00	$397,100.00
1.08	14" Installation of FPVC Pipe by Means of Sliplining C900 DR 25 (pipe cost excluded)	LF	**10,405	10,405		10,405	$212.00	$2,205,860.00
1.09	Furnish & Install Stainless Air Release Valve & 5' MH w/ Epoxy-Coated Vent Pipes	EA	4	4		4	**$25,150.00	$100,600.00
1.10	Freight for FPVC	LOAD	7	7		7	$3,500.00	$24,500.00
1.11	14" DR 25 FPVC Pipe	LF	**10,450	10,450		10,450	$93.00	$971,850.00
1.12	Mobilization/Demobilization for Fusion Crew	EA	2	2		2	$3,500.00	$7,000.00
1.13	Fusion Services for 14" FPVC	DAY	30	30		30	$3,200.00	$96,000.00
1.14	Pressure Testing	LF	**10,450	10,450		10,450	$3.00	$31,350.00
1.15	Gravel Repair	SY	51	51		51	$125.00	$6,375.00
1.16	Repair/Rehab 2" Asphalt Pavement	SY	410	410		410	$250.00	$102,500.00
1.17	Repair/Rehab 8" Flex Base	SY	410	312		312	$100.00	$31,200.00
1.18	Repair/Rehab 6" Concrete	SF	189	189		189	$55.00	$10,395.00
1.19	Traffic Control - DOT or County Controlled	DAY	**82	75		75	$3,350.00	$251,250.00
1.20	Traffic Guard - Shadow Vehicle	DAY	75	0		0	$625.00	$0.00
1.21	Flagmen	HR	**1,240	1,148		1,148	$75.00	$86,100.00
1.22	Furnish & Install Plug Valves Per Details	EA	6	6		6	$24,500.00	$147,000.00
1.23	Install New 5' Discharge MH	EA	1	1		1	**$18,150.00	$18,150.00
1.24	Steel Plates (per plate)	DAY	1,000	435		435	$27.00	$11,745.00
1.25	Remove, Dispose, Replace 8" Full-Depth TXDOT Pavement	SY	200	175		175	$450.00	$78,750.00
1.26	Owner Controlled Contingency Allowance	AL	1	0		0	***$108,728.17	$0.00
1.27	Bonds & Insurance	LS	1	1.00		1.00	$127,700.00	$127,700.00
***1.28**	**Railroad Insurance Premium**	**LS**	**1**	**1.00**		**1.00**	**$1,150.00**	**$1,150.00**
***1.29**	**Union Pacific Railroad Admin Fee**	**LS**	**1**	**1.00**		**1.00**	**$1,150.00**	**$1,150.00**
****1.30**	**Extended Tail Ditch Trenches for Bypass Line**	**LF**	**775**	**775.00**		**775.00**	**$85.20**	**$66,030.00**
****1.31**	**14" Installation of FPVC by Open Cut at Located Bends (45 LF)**	**LS**	**1**	**1.00**		**1.00**	**$66,881.83**	**$66,881.83**
*****1.32**	**Sanitary Sewer Service Connection**	**LS**	**1**	**1.00**		**1.00**	**$4,500.00**	**4,500.00**

***Per Field Work Order No. 1**

****Per Field Work Order No. 2**

*****Per Field Work Order No. 3**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer represents to the Owner that to the best of the Engineer's knowledge, information and belief, the Work (excluding trench safety) has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the ***AMOUNT PAYABLE.*** *The Contractor is solely responsible for trench safety and as such, the Engineer makes no representation that this pay item has been performed in a manner consistent with the Contract Documents.*

KSA ENGINEERS, INC.

By Blake W Boyarsky

Date 10-29-2025

Approved: **CITY OF TYLER**

By

Date

Total Amount to Date	$5,719,311.83
Material on Hand	$0.00
	$5,719,311.83
Less 5% Retainage	$0.00
Net Total	$5,719,311.83
Less Previous Payments	$5,433,346.24
Amount Payable to Contractor This Estimate	**$285,965.59**

Insituform Technologies, LLC

Pay Estimate No. FINAL RETAINAGE
Customer City of Tyler, TX
Date 11/15/2025

Project Name Greenbriar Lift Station Force Main Sliplining
ITI Job No. 182299

Bid Item per Docs	Description	UoM	Quantity	Bid Price	Subtotal	Prev Completed	Prev Completed $	Current Completed	Current Completed $	Complete To Date	Complete to Date $
1	Mobilization	EA	1	$ 255,000.00	$ 255,000.00	1	$ 255,000.00	0	$ -	1	$ 255,000.00
2	Clean and TV host pipe in preparation for Sliplining	LF	10400	$ 22.00	$ 228,800.00	10450	$ 229,900.00	0	$ -	10450	$ 229,900.00
3	Bypass System Equip/pipe delivery, offload, load and return 18"	EA	1	$ 70,000.00	$ 70,000.00	1	$ 70,000.00	0	$ -	1	$ 70,000.00
4	Bypass System Piping & Equipment	Week	14	$ 3,500.00	$ 49,000.00	17	$ 59,500.00	0	$ -	17	$ 59,500.00
5	Bypass - Street Trenching for 18" Pipe	LF	1215	$ 185.00	$ 224,775.00	1215	$ 224,775.00	0	$ -	1215	$ 224,775.00
6	Lift Station connection	EA	1	$ 35,000.00	$ 35,000.00	1	$ 35,000.00	0	$ -	1	$ 35,000.00
7	Set Up 18" Piping	LF	10400	$ 38.00	$ 395,200.00	10450	$ 397,100.00	0	$ -	10450	$ 397,100.00
8	14" Installation of Fusible PVC® pipe - by means of Sliplining (pipe cost excluded)	LF	10400	$ 212.00	$ 2,204,800.00	10405	$ 2,205,860.00	0	$ -	10405	$ 2,205,860.00
9	Air release valve 5' DIA MH Stainless Comp	EA	4	$ 25,500.00	$ 102,000.00	4	$ 102,000.00	0	$ -	4	$ 102,000.00
10	Freight for Fusible PVC®	Load	7	$ 3,500.00	$ 24,500.00	7	$ 24,500.00	0	$ -	7	$ 24,500.00
11	14" DR 25 DIPS Fusible PVC®	LF	10400	$ 93.00	$ 967,200.00	10450	$ 971,850.00	0	$ -	10450	$ 971,850.00
12	Mobilization/Demobilization for Fusible PVC®	EA	2	$ 3,500.00	$ 7,000.00	2	$ 7,000.00	0	$ -	2	$ 7,000.00
13	Fusion Services for 14" Fusible PVC® (2 Areas - North and South)	Day	30	$ 3,200.00	$ 96,000.00	30	$ 96,000.00	0	$ -	30	$ 96,000.00
14	Pressure testing	LF	10400	$ 3.00	$ 31,200.00	10450	$ 31,350.00	0	$ -	10450	$ 31,350.00
15	Gravel repair	SY	51	$ 125.00	$ 6,375.00	51	$ 6,375.00	0	$ -	51	$ 6,375.00
16	Repair/Rehab 2" Asphalt pavement	SY	410	$ 250.00	$ 102,500.00	410	$ 102,500.00	0	$ -	410	$ 102,500.00
17	Repair/Rehab 8" Flex base	SY	410	$ 100.00	$ 41,000.00	312	$ 31,200.00	0	$ -	312	$ 31,200.00
18	Repair/Rehab 6" Concrete	SF	189	$ 55.00	$ 10,395.00	189	$ 10,395.00	0	$ -	189	$ 10,395.00
19	Traffic Control - DOT or County Controlled	Day	75	$ 3,350.00	$ 251,250.00	75	$ 251,250.00	0	$ -	75	$ 251,250.00
20	Traffic Guard - Shadow Vehicle	Day	75	$ 625.00	$ 46,875.00	0	$ -	0	$ -	0	$ -
21	Flagmen	HR	1100	$ 75.00	$ 82,500.00	1148	$ 86,100.00	0	$ -	1148	$ 86,100.00
22	Plug Valves	EA	6	$ 24,500.00	$ 147,000.00	6	$ 147,000.00	0	$ -	6	$ 147,000.00
23	Discharge MH	EA	1	$ 18,500.00	$ 18,500.00	1	$ 18,500.00	0	$ -	1	$ 18,500.00
24	Steel Plates (per plate)	Day	1000	$ 27.00	$ 27,000.00	435	$ 11,745.00	0	$ -	435	$ 11,745.00
25	Remove, Dispose, replace 8" Full depth TXDOT pavement	SY	200	$ 450.00	$ 90,000.00	175	$ 78,750.00	0	$ -	175	$ 78,750.00
26	Owner Contingency	Allowance	1	$ 300,000.00	$ 162,038.17	0	$ -	0	$ -	0	$ -
27	Bond and Insurance	LS	1	$ 127,700.00	$ 127,700.00	1	$ 127,700.00	0	$ -	1	$ 127,700.00
Add 1.1	Railroad Insurance Premium	LS	1	$ 1,150.00	$ 1,150.00	1	$ 1,150.00	0	$ -	1	$ 1,150.00
Add 1.2	Union Pacific Railroad Admin Fee	LS	1	$ 1,150.00	$ 1,150.00	1	$ 1,150.00	0	$ -	1	$ 1,150.00
CO2.1	Change Order 2 Bypass - Trench Extensions	LF	775	$ 85.20	$ 66,030.00	775	$ 66,030.00	0	$ -	775	$ 66,030.00
CO3.1	Change Order 3 Open cut 45 LF at turns	LS	1	$ 66,881.83	$ 66,881.83	1	$ 66,881.83	0	$ -	1	$ 66,881.83
CO4.1	Change Order 4 Discount Changing from 5' DIA MH to 4' DIA MH	EA	5	$ (350.00)	$ (1,750.00)	5	$ (1,750.00)	0	$ -	5	$ (1,750.00)
CO5.1	Add Item 1.32 - Sanitary Sewer Service Connection	LS	1	$ 4,500.00	$ 4,500.00	1	$ 4,500.00	0	$ -	1	$ 4,500.00
				TOTAL	**$ 5,941,570.00**	**Prev Total**	**$ 5,719,311.83**	**Current Total**	**$ -**	**Total to Date**	**$ 5,719,311.83**

Total Amount Due this Period	$ -	Total Work Complete To Date	$ 5,719,311.83
Retainage for Period 5%	$ -	Less Total Retainage	$ -
Subtotal Due	$ -	Less Total Previous Estimates	$ 5,433,346.24
		Total Amount Due this Period	**$ 285,965.59**

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-4

Date: December 10, 2025

Subject: Request that the City Council consider authorizing the City Manager to approve a reconciliation change order that will reduce the total contract price by $21,923.75 for the South Glenwood Ground Storage Tank Demolition, Bid No. 25-015, and release retainage in the Final Pay Estimate. The final contract amount for the completed project is $255,760.25.

Item Reference:

On April 9, 2025, the City Council approved a Capital Improvement Project (CIP) to demolish the South Glenwood Ground Storage Tank with Hunter Demolition and Wrecking Company. The project has been completed along with the final walk-through and has been deemed ready for final acceptance. The attached Final Acceptance Letter includes a Reconciliation Change Order that decreases the total contract amount by $21,923.75, bringing the final cost of the completed project to $255,760.25.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to approve a reconciliation change order that will reduce the total contract price by $21,923.75 for the South Glenwood Ground Storage Tank Demolition, Bid No. 25-015, and release retainage in the Final Pay Estimate. The final contract amount for the completed project is $255,760.25.

Attachments:
Bid No 25-015 Final Acceptance Glenwood GST Demo

Drafted/Recommended By:
Department Leader Jacob Yanker, Utilities Project Engineer/ Kate Dietz, PE, Director of Utilities

Edited/Submitted By:
City Manager

KSA
a PAPE-DAWSON company

6781 Oak Hill Boulevard
Tyler, TX 75703
903.581.8141

November 5, 2025

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

via email delivery

RE: ***City of Tyler***
South Glenwood Ground Storage Tank Demolition
Bid No. 25-015
KSA Project No. 102854
Final Acceptance

Dear Jacob:

The Contractor has completed all work for the above referenced project. To close out the City's contract with Hunter Demolition and Wrecking Corp. the following actions are recommended:

- Approval of Change Order No. 1 - This change order reduces the contract price by $21,923.75. The final contract amount for the completed project is $255,760.25.

- Approval of Contractor's final pay estimate with retainage reduced to 0%. The final payment amount is $25,576.03.

- Acceptance of the project by the City which will start the one-year warranty period.

KSA has reviewed the work and has verified the work for conformance to the Contract requirements. Enclosed for your records is a copy of the Contractor's Affidavit of Bills Paid and Contractor's Affidavit of Release of Liens for the project.

Sincerely,

KSA

Jeremy R. Orr, P.E.
Associate Vice President

JO

Enclosures

KSA 6781 Oak Hill Blvd. Tyler, TX 75703 **CHANGE ORDER No. 1**	Date October 22, 2002 Project No. 102854 Location Tyler, TX
To (Contractor) Hunter Demolition & Wrecking Corp. 7060 E. Sixth St. Somerset, TX 78069	Job Description South Glenwood Ground Storage Tank Demolition Total Contract Price: Original $277,684.00 Previous CO / WO $0.00 Current $277,684.00

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No. (1)	Description of changes – quantities, units, Unit price, change in completion schedule, etc. (2)	Decrease in Contract price (3)	Increase in Contract price (4)
CO 1.1	Item 1.14 - Concrete Curb and Gutter Repair: Reduce quantity to zero	$1,288.00	
CO 1.2	Item 1.15 - Asphalt Pavmement Repair: Reduce quantity to zero	$470.00	
CO 1.3	Item 1.21 - Erosion Control Fabric: Reduce quantity to zero	$3,200.00	
CO 1.4	Item 1.22 - Construction Entrance/Exit: Reduce quantity to zero	$3,700.00	
CO 1.5	Item 1.24 - Miscellaneous Allowance: Reduce allowance to zero	$13,265.75	
	Change in contract price due to this Change Order:		
	Total Decrease	$21,923.75	
	Total Increase		$0.00
	Difference between Columns (3) and (4)	$21,923.75	

The sum of **$21,923.75** is hereby ~~(unchanged) (added to)~~ (deducted from) the total contract price, and the total adjusted contract price to date thereby is **$255,760.25**

The time provided for completion in the contract is (unchanged) (~~increased by) (decreased by~~) **00** additional calendar days added to the contract time for a total adjusted contract time of **60** calendar days for final completion. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Recommended by (Engineer)	KSA	10-22-25 Date
Accepted by (Contractor)	Hunter Demolition & Wrecking Corp.	10-22-25 Date
Approved by (Owner)	City of Tyler	Date

KSA
a PAPE–DAWSON company

PROGRESS ESTIMATE

6781 OAK HILL BLVD
TYLER, TX 75703
877.572.3647

Estimate No.: **3 (Final)**

Date: November 5, 2025
Project: South Glenwood Ground Storage Tank Demolition
Period: From: 9/26/2025 To: 10/22/2025
Contractor: Hunter Demolition & Wrecking Corp.
Address: 7060 E. Sixth St., Somerset TX 78069
Amount of Contract as Awarded: $277,684.00

Change Orders:

# 1 $	(21,923.75)	# 6 $	
# 2 $		# 7 $	
# 3 $		# 8 $	
# 4 $		# 9 $	
# 5 $		#10 $	

Total Change Orders: ($21,923.75)
Total Adjusted Contract: $255,760.25

Notice to Proceed Date: August 1, 2025
Contract Time: 60 Days
% Complete (Time) 160%
% Complete ($) 100%
Project No: 102854

PREVIOUS PAYMENTS AUTHORIZED

#1	194,333.85	#10	
#2	35,850.37	#11	
#3		#12	
#4		#13	
#5		#14	
#6		#15	
#7		#16	
#8		#17	
#9		#18	

Total Payments Previously Authorized: $230,184.22

Item No.	Description	Unit of Meas.	Quantity Original Estimate	Previous Month's Quantity	Current Month's Quantity	Quantity Completed To Date	Unit Price ($)	Value of Completed Work ($)
BASE BID								
1.01	Mobilization, Insurance, and Bonds	LS	1	1.00		1.00	$10,000.00	$10,000.00
1.02	Care of Water During Construction	LS	1	1.00		1.00	$2,500.00	$2,500.00
1.03	Barricades, Signs, and Traffic Handling	LS	1	1.00		1.00	$6,000.00	$6,000.00
1.04	750,000 Gallon Steel Ground Storage Tank Demolition	LS	1	1.00		1.00	$142,000.00	$142,000.00
1.05	Tank Foundation Demolition	LS	1	1.00		1.00	**$56,506.25	$56,506.25
1.06	Cut, Plug, and Block Existing Waterline	EA	2	2.00		2.00	$2,050.00	$4,100.00
1.07	Abandon Existing Gate Valve	EA	2	2.00		2.00	$2,050.00	$4,100.00
1.08	Altitude Valve Vault Demolition	LS	1	1.00		1.00	$3,800.00	$3,800.00
1.09	Pump Station Building Demolition	LS	1	1.00		1.00	$4,000.00	$4,000.00
1.10	Brick Valve Vault Demolition	EA	2	2.00		2.00	$1,050.00	$2,100.00
1.11	Concrete Stair Demolition	LS	1	1.00		1.00	$1,700.00	$1,700.00
1.12	Retaining Wall Demolition	LS	1	1.00		1.00	$1,600.00	$1,600.00
1.13	Intruder Resistant Chainlink Fence	LF	354	354.00		354.00	$7.00	$2,478.00
1.14	Concrete Curb and Gutter Repair	LF	**^0**	0.00		0.00	$28.00	$0.00
1.15	Asphalt Repair	SU	^0	0.00		0.00	$47.00	$0.00
1.16	Power Pole Removal	EA	2	2.00		2.00	$300.00	$600.00
1.17	Overhead Electric Line Removal	LS	1	1.00		1.00	$2,500.00	$2,500.00
1.18	Clearing and Grubbing	LS	1	1.00		1.00	$3,100.00	$3,100.00
1.19	Finish Grading for Tank Site	LS	1	1.00		1.00	$3,300.00	$3,300.00
1.20	Filter Fabric Fence	LF	358	358.00		358.00	$6.00	$2,148.00
1.21	Erosion Control Fabric	SU	**^0**	0.00		0.00	$8.00	$0.00
1.22	Construction Entrance/Exit	LS	**^0**	0.00		0.00	$3,700.00	$0.00
1.23	Hydromulch	AC	0.5	0.50		0.50	$4,000.00	$2,000.00
1.24	Miscellaneous Allowance	AL	1	0.00		0.00	**^$0.00**	$0.00
*1.25	Asbestos Inspection by ESS	LS	1	1.00		1.00	$1,228.00	$1,228.00

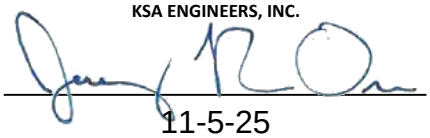
***Per FWO No. 1; **Per FWO No. 2**

^Per CO No. 1

Item No.	Description	Unit of Meas.	Quantity Original Estimate	Previous Month's Quantity	Current Month's Quantity	Quantity Completed To Date	Unit Price ($)	Value of Completed Work ($)

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer represents to the Owner that to the best of the Engineer's knowledge, information and belief, the Work (excluding trench safety) has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the ***AMOUNT PAYABLE.*** *The Contractor is solely responsible for trench safety and as such, the Engineer makes no representation that this pay item has been performed in a manner consistent with the Contract Documents.*

KSA ENGINEERS, INC.

By 

Date 11-5-25

Approved: **CITY OF TYLER**

By

Date

Total Amount to Date	$255,760.25
Material on Hand	$0.00
	$255,760.25
Less 0% Retainage	$0.00
Net Total	$255,760.25
Less Previous Payments	$230,184.22
Amount Payable to Contractor This Estimate	**$25,576.03**

G702 APPLICATION and CERTIFICATE for PAYMENT

To: City of Tyler c/o KSA Engineering 6781
Oak Hill Blvd. Tyler,TX75703

From: Hunter Demolition & Wrecking Corp
7060 E. Sixth Street
Somerset, TX 78069

Project: City of Tyler
South Glenwood Ground Storage Tank Demolition
City of Tyler Bid No. 25-015
KSA Project No. 102854

Application No: 3 RETAINAGE
App. Date: November 5, 2025
Period to:
Project Nos: 102854
Contract Date: May 12, 2025

Distribution to:
☐ OWNER
☐ CONSTRUCTION MGR.
☐ ARCHITECT
☐ CONTRACTOR
☒ OTHER

Contract For: Demolition

Hunter Job #2025-07

Engineer KSA

APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, G703, is attached.

1. ORIGINAL CONTRACT SUM		264,418.25
2. Net Change By Change Orders		-8,658.00
3. CONTRACT SUM TO DATE		255,760.25
4. TOTAL COMPLETED AND STORED TO DATE		255,760.25
5. RETAINAGE:		
a. 0% of Completed Work	0.00	
b. of Stored Material	0.00	
TOTAL RETAINAGE		0.00
6. TOTAL EARNED LESS RETAINAGE		255,760.25
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		230,184.22
8. CURRENT PAYMENT DUE		25,576.03
9. BALANCE TO FINISH, INCLUDING RETAINAGE		0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	8,658.00
Total approval this Month	0.00	0.00
TOTALS	$ 0.00	$ 8,658.00
NET CHANGES by Change Order	-$ 8,658.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Hunter Demolition & Wrecking Corporation

By: _____ Date: November 5, 2025

Debbie Hunter Pres.,

State of: Texas County of: Bexar

Subscribed and sworn before me this 5th day of November , 2025

Debbie Hunter Pres.,, personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

DEBBIE HUNTER
Notary ID #11843749
My Commission Expires
October 24, 2029

Notary Public _____ My Commission expires: 10/24/2029

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Contractor and Agency certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

OWNER

By: _____ Date: _____

AGENCY

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 3 RETAINAGE
APPLICATION DATE: November 5, 2025
PERIOD TO:
PROJECT NUMBER: 102854

A	B	C	D	E	F	G		H	I
Item #	Description of Work	Schedule of Values	Work Completed		Materials Stored & Used Prior + Current	Total Completed and Stored To Date	%	Balance to Finish	Retainage
			From Previous Application(s)	This Period					
1	Mobilization Ins Bonds	10,000.00	10,000.00	0.00		10,000.00	100.00	0.00	0.00
2	Care of Water During Construction	2,500.00	2,500.00	0.00		2,500.00	100.00	0.00	0.00
3	Barricades, Signs &Traffic Handling	6,000.00	6,000.00	0.00		6,000.00	100.00	0.00	0.00
4	750,000Gallon Stl Grnd Tank Demo.	142,000.00	142,000.00	0.00		142,000.00	100.00	0.00	0.00
5	Tank Foundaion Demolition	21,000.00	21,000.00	0.00		21,000.00	100.00	0.00	0.00
6	Cut Plug & Blk Exising Waterline	4,100.00	4,100.00	0.00		4,100.00	100.00	0.00	0.00
7	Abandon Existing Gate Valve	4,100.00	4,100.00	0.00		4,100.00	100.00	0.00	0.00
8	Altitude Calve Vault Demolition	3,800.00	3,800.00	0.00		3,800.00	100.00	0.00	0.00
9	Pump Station Building Demolition	4,000.00	4,000.00	0.00		4,000.00	100.00	0.00	0.00
10	Brick Valve Vault Demolition	2,100.00	2,100.00	0.00		2,100.00	100.00	0.00	0.00
11	Concrete Stair Demolition	1,700.00	1,700.00	0.00		1,700.00	100.00	0.00	0.00
12	Retaining Wall Demolition	1,600.00	1,600.00	0.00		1,600.00	100.00	0.00	0.00
13	Intruder Resistant Chnlnk Fence Rem	2,478.00	2,478.00	0.00		2,478.00	100.00	0.00	0.00
14	Concrete Curb & Gutter Repair	1,288.00	1,288.00	-1,288.00		0.00	0.00	1,288.00	0.00
15	Asphalt Paving Repair	470.00	470.00	-470.00		0.00	0.00	470.00	0.00
16	Power Pole Removal	600.00	600.00	0.00		600.00	100.00	0.00	0.00
17	Overhead Electrical Line Removal	2,500.00	2,500.00	0.00		2,500.00	100.00	0.00	0.00
18	Clearing & Grubbing	3,100.00	3,100.00	0.00		3,100.00	100.00	0.00	0.00
19	Finish Grading for Tank Site	3,300.00	3,300.00	0.00		3,300.00	100.00	0.00	0.00
20	Filter Fabric Fence	2,148.00	2,148.00	0.00		2,148.00	100.00	0.00	0.00
21	Erosion Control Fabric	3,200.00	3,200.00	-3,200.00		0.00	0.00	3,200.00	0.00
	PAGE 1 TOTAL:	221,984.00	221,984.00	-4,958.00		217,026.00	97.77	4,958.00	0.00

A=Line Item Number B=Brief Item Description C=Total Value of Item D=Total of D and E From Previous Application(s) (If Any) E=Total Work Completed For This Application
F=Materials Purchased and Stored for Project G=Total of All Work Completed and Materials Stored for Project H=Remaining Balance of Amount to Finish I=Amount Withheld from G

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Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 3 RETAINAGE
APPLICATION DATE: November 5, 2025
PERIOD TO:
PROJECT NUMBER: 102854

A	B	C	D	E	F	G		H	I
Item #	Description of Work	Schedule of Values	Work Completed		Materials Stored & Used Prior + Current	Total Completed and Stored To Date	%	Balance to Finish	Retainage
			From Previous Application(s)	This Period					
22	Construction Entrance/Exit	3,700.00	3,700.00	-3,700.00		0.00	0.00	3,700.00	0.00
23	Hydromulch	2,000.00	2,000.00	0.00		2,000.00	100.00	0.00	0.00
24	Misc.Allowance #1Asbestos Testing	1,228.00	1,228.00	0.00		1,228.00	100.00	0.00	0.00
25	Misc Allowance #2 Add.Depth Concrete	35,506.25	35,506.25	0.00		35,506.25	100.00	0.00	0.00
	PAGE 2 TOTAL:	42,434.25	42,434.25	-3,700.00		38,734.25	91.28	3,700.00	0.00
	GRAND TOTAL:	264,418.25	264,418.25	-8,658.00		255,760.25	96.73	8,658.00	0.00

A=Line Item Number B=Brief Item Description C=Total Value of Item D=Total of D and E From Previous Application(s) (If Any) E=Total Work Completed For This Application
F=Materials Purchased and Stored for Project G=Total of All Work Completed and Materials Stored for Project H=Remaining Balance of Amount to Finish I=Amount Withheld from G

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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, Debbie Hunter *[Name of Affiant]*, do solemnly swear or affirm that I am the legal representative of Hunter Demolition & Wrecking Corp. *[Contractor's Company / Corporation Name]*, the City of Somerset, the County of Bexar, 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	25-015
Project Name	South Glenwood Ground Storage Tank Demolition

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):

Name	Amount Owed	Telephone	Address
	$		
	$		
	$		

Signature of Contractor

Sworn to and subscribed before me by *Affiant* on the 22 day of May, 2025.

Notary Public In and For The State of Texas

BOBBIE JO GONZALES
Notary ID #11843749
My Commission Expires
October 24, 2025

Bobbie Gonzales
Notary's Printed Name

My Commission Expires: 10/24/2025

Section 14 WAIVER AND RELEASE

THE STATE OF TEXAS §
§
§
§
§
§
COUNTY OF SMITH §

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

PURSUANT TO

AGREEMENT
AND/OR
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 Number 25-015
Project Name South Glenwood Ground Storage Tank Demolition

On receipt by the signer of this document of a check from City of Tyler *[Maker of Check]* in the sum of $25,576.03 Twenty Five Thousand Five Hundred Seventy Six Dollars & 03/100 payable to Hunter Demolition & Wrecking Corporation *[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 *[Owner]* located at 850 S. Glenwood- South Glenwood Grnd Storage Tank *[Location]* to the following extent: Demolition *[Job Description]*.

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to Hunter Demolition & Wrecking Corp. *[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 11/5/25

Hunter Demolition & Wrecking Corp (Company name)

By _____ (Signature)

President (Title)

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-5

Date: December 10, 2025

Subject: Request that the City Council ratify the expenditure of $109,899.65, for the mandated Public Water System Fee to the Texas Commission on Environmental Quality.

Item Reference: **Title 30, Texas Administrative Code, Section 290.51; Texas Water Code, Section 5.103; Texas Health and Safety Code, Section 341.041**

The Texas Commission on Environmental Quality (TCEQ) requires municipalities to pay an annual public water system fee of $2.45 charge per connection for water system inspections. The current connection count is 44,857.

RECOMMENDATION:

Request that the City Council ratify the expenditure of $109,899.65, for the mandated Public Water System Fee to the Texas Commission on Environmental Quality.

Attachments:
FY2026 TCEQ PWS Fee.pdf

Drafted/Recommended By:
Department Leader Shane Wheeler, Manager, Water Utilities Systems

Edited/Submitted By:
City Manager

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

INVOICE

COMPANY: CITY OF TYLER
ACCOUNT: 92120004

DETACH BOTTOM PORTION AND RETURN WITH PAYMENT - KEEP TOP PORTION FOR YOUR RECORDS -

ACCOUNT NO.	INCLUDES PAYMENTS THROUGH:	COLL COST RECOVERY	LATE FEES	BALANCE DUE
92120004	NOV12,25	0.00	0.00	109,899.65

INVOICE DATE	INVOICE NO.	DESCRIPTION	AMOUNT	BALANCE
NOV30,25	PHS0233907	REG_NUMBER 2120004 FY26 WATER SYSTEM FEE	109,899.65	109,899.65

For questions concerning this fee, please call 512-239-1072 or email wufees@tceq.texas.gov

109,899.65

See REVERSE SIDE for Explanation of Charges and TCEQ Contact Telephone Numbers.

PLEASE PAY THIS AMOUNT
INCLUDE ACCOUNT NUMBER ON CHECK

TCEQ VIPP Form AR41A 02-17-2011

NOV12,25

DETACH THIS PORTION AND RETURN WITH CHECK OR MONEY ORDER PAYABLE TO:

ACCOUNT NO.	BALANCE DUE
92120004	109,899.65

☐ CHECK HERE IF YOUR ADDRESS HAS CHANGED.
PLEASE INDICATE ADDRESS CHANGE ON BACK

INVOICES NOT PAID WITHIN 30 DAYS OF INVOICE DATE WILL ACCRUE PENALTIES

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

CITY OF TYLER

PO BOX 2039
TYLER TX 75710-2039

0092120004 1533367 00109899651231253

PAYMENT INFORMATION

INVOICES NOT PAID BY DUE DATE WILL ACCRUE PENALTIES

DETACH PAYMENT COUPON FROM BOTTOM OF FORM AND RETURN WITH PAYMENT IN THE ENVELOPE ENCLOSED.

Your check, certified check or money order should be made payable to the **Texas Commission on Environmental Quality.** Please include your account number on your check to ensure that payment is properly credited. You may also pay this account in full by credit card or electronic check using the following internet address: ***www.tceq.texas.gov/epay/***

If you think your billing is wrong, or if you need more information about a transaction, please address your questions to:

Texas Commission on Environmental Quality
P.O. Box 13088 - MC214
Austin, Texas 78711-3088

In your correspondence, please give us the following information:

1. **Your name and account number**
2. **The dollar amount of the suspected error**
3. **The date and reference number of the transaction(s) in question**
4. **Description of the suspected error**

The payment due date is 30 days from the invoice date. Penalty and interest charges assessed will be adjusted for fees not due. Failure to pay by the due date may result in return or denial of applications for licenses, permits, registrations, and certifications.

For Accounting questions, please contact:

Waste Fees	**(VCP, ILP, RLA, BYP)**	**512/239-0548**
	(HWG, NWG, HWF, NWF)	**512/239-6174**
	(SWD, WMS, SWM)	**512/239-0355**
	(WMB, BLP, SDP, TOX)	**512/239-0355**
Tier 2 Reporting	**(T2M, T2NM, T2PE)**	**512/239-0355**
Water Fees	**(GPS, GPW, PHS, RAF)**	**512/239-0366**
	(BWM, CRW, RGR, STX)	**512/239-0366**
	(CWQ, WQA, WWI, WWIR, EAP)	**512/239-0366**
	(WUF, WTR)	**512/239-0366**
Air Fees	**(AEF, EIF, EIT)**	**512/239-0355**
Admin Penalties	**(CAV, DCP, WDV, WQV, QWV, BPF2)**	**512/239-0548**
Dry Cleaning Fees	**(DCR)**	**512/239-6174**

For Technical questions & address changes, please contact the program via the email contact below:

AEF	AIR EMISSIONS FEE	airfees@tceq.texas.gov	**PHS**	PUBLIC HEALTH SERVICE	Wufees@tceq.texas.gov
BLP	WATERSHED MGMT. BENEF. LAND APPLI	WQ-ARPTeam@tceq.texas.gov	**RGR**	RIO GRANDE WATERMASTER	watermaster@tceq.texas.gov
BWM	BRAZOS WATER MASTER	brazoswm@tceq.texas.gov	**RLA**	RADIOACTIVE SUBSTANCE LICENSING FEE	radmat@tceq.texas.gov
BYP	RADIOACTIVE BY-PRODUCTS DISPOSAL	radmat@tceq.texas.gov	**RAF**	REGULATORY ASSESSMENT FEE	Wufees@tceq.texas.gov
CAV	ADMIN PENAL. - AIR POLL	acctrec@tceq.texas.gov	**SDP**	SURFACE DISPOSAL FEE	WQ-ARPTeam@tceq.texas.gov
CRW	CONCHO RIVER WATERMASTER	conchowm@tceq.texas.gov	**STX**	SOUTH TEXAS WATERMASTER	watermaster@tceq.texas.gov
CWQ	CONSOLIDATED WATER QUALITY FEE	WQ-ARPTeam@tceq.texas.gov	**SWD**	SOLID WASTE DISPOSAL FACILITIES	mswper@tceq.texas.gov
DCP	ADMIN PENAL. - DRY CLEANING	acctrec@tceq.texas.gov	**SWM**	SOLID WASTE MEDICAL TRANSPORTER FEE	wasteval@tceq.texas.gov
DCR	DRYCLEANING REGISTRATION FEE	dcreg@tceq.texas.gov	**T2M,T2NM,T2PE**	TIER II CHEMICAL REPORTING	Tier2Help@tceq.texas.gov
EIF	AIR INSPECTION FEE	airfees@tceq.texas.gov	**TOX**	TOXIC REPORTING FEE	toxic@tceq.texas.gov
GPS	GENERAL PERMIT STORMWATER FEE	SWPermit@tceq.texas.gov	**VCP**	VOLUNTARY CLEAN-UP	vcp@tceq.texas.gov
GPW	GENERAL PERMIT WASTEWATER FEE	WQ-ARPTeam@tceq.texas.gov	**WDV**	ADMIN PENAL. - WASTE DISP.	acctrec@tceq.texas.gov
HWF	HAZARDOUS WASTE FACILITIES	ihwper@tceq.texas.gov	**WMB**	WATERSHED MGMT. BENEF. LAND USE	WQ-ARPTeam@tceq.texas.gov
HWG	HAZARDOUS WASTE GENERATION	wasteval@tceq.texas.gov	**WMS**	WATERSHED MGMT. SLUDGE HAULERS	wasteval@tceq.texas.gov
ILP	INNOCENT LANDOWNER	vcp@tceq.texas.gov	**WQV**	ADMIN PENAL. - WATER QUAL.	acctrec@tceq.texas.gov
NWF	NONHAZARDOUS WASTE FACILITY	ihwper@tceq.texas.gov	**WTR**	WASTERWATER TRMT. RESRCH. COUNCIL	ossf@tceq.texas.gov
NWG	NONHAZARDOUS WASTE GENERATION	wasteval@tceq.texas.gov	**WUF**	WATER USE ASSESSMENT (WTR. RIGHTS)	wateruse@tceq.texas.gov

EXPLANATION OF CHARGES

The basis for each charge is identified by the facility, permit, application or other appropriate activity. The state fiscal year **(FY)** and the quarter of the year **(QTR)** to which the payment will be credited are shown where applicable. Delinquent fees are subject to a penalty of 5% per month for the first two months after the due date, after which an interest charge for CY 2025 of 8.50% per annum will be assessed. **In accordance with Government Code 2107.003(d), collection costs up to 30% may be assessed.**

TCEQ understands the account party may be a debtor in a pending bankruptcy proceeding. The portion of this invoice, if any, that represents pre-petition fees due is sent for informational purposes only and is not an attempt to recover a claim against the debtor. TCEQ will file an appropriate proof of claim with the bankruptcy court for such pre-petition fees. Any post-petition fees due and owing as shown on this invoice should be paid in accordance with this invoice.

TCEQ VIPP FORM AR41A1 09-24-2020

TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY
PO BOX 13089
AUSTIN TX 78711-3089

Note: TO CHANGE ACCOUNT NAME,
A CORE DATA FORM MUST BE SUBMITTED.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-6

Date: December 10, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute an Agreement for Access across City-owned property at Lake Tyler to David D. Fowler.

Item Reference: **Tyler City Code Sections 19-147; 19-220.a.**

David D. Fowler owns property located at 14534 Northwest Road near Lake Tyler. The property is used for a single-family home. The property is currently being accessed by a single driveway that crosses City-owned property to 14534 Northwest Road. There is no record of formal approval ever being granted by the City for the driveway and the current owner has requested formal approval.

Tyler Water Utilities staff has reviewed the request for an access agreement and recommends approval. The fee of $475.00 has been paid in accordance with City of Tyler Code of Ordinances and the survey and a copy of the Agreement for Access are attached for review.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute an Agreement for Access across City-owned property at Lake Tyler to David D. Fowler.

Attachments:
Access Agreement
Field Notes
Survey plat

Drafted/Recommended By:
Department Leader Pam Lee/Kate Dietz

Edited/Submitted By:
City Manager

NON-TRANSFERABLE

AGREEMENT FOR ACCESS ACROSS CITY-OWNED PROPERTY AT LAKE TYLER

THIS CONTRACT AND AGREEMENT entered into the date last herein written by and between the City of Tyler, Texas, a home-rule municipality of the State of Texas, hereinafter called CITY, and DAVID D. FOWLER, hereinafter called PERMITTEE:

WITNESSETH

The CITY is the owner and operator of the waters of Lake Tyler and certain lands adjacent thereto. City Code Section 19-147 provides that ingress and egress across City-owned land to a Lake road or public road is prohibited except by formal written contractual agreement. PERMITTEE is hereby granted, subject to the conditions hereinafter set out and agreed upon by PERMITTEE, a right in ingress and egress over and across a part(s) of the following described land owned by CITY for access to property owned by PERMITTEE from the public road or Lake Tyler Road hereinafter named or described:

See Attached Field Notes. 14534 Northwest Road

1. The rights may not be transferred or assigned, in whole or in part, without the CITY'S prior written consent. Any exercise of such right by any person, firm or corporation other than PERMITTEE without the written consent of CITY shall be grounds for the termination of all rights hereunder. It is expressly provided, however, that CITY'S failure to terminate this agreement is not and shall not be construed as a waiver of its right to do so, nor as CITY'S acquiescence in such additional or extended use.

2. The rights granted hereunder may be terminated by CITY upon thirty (30) days written notice to PERMITTEE when, in the sole and exclusive judgment of the Governing Body of CITY, such termination would be in the best interest of CITY. PERMITTEE expressly agrees that CITY shall not be liable for any damage or injury resulting from any termination limitation of this instrument or the rights hereunder. The notice required hereunder shall be conclusively deemed given to PERMITTEE when mailed to the address provided by PERMITTEE to City.

3. The location of all roads and means of access constructed hereunder shall be constructed, maintained and repaired in accordance with the above legal description and as shown on the attached plat by PERMITTEE and at PERMITTEE'S sole expense. CITY shall not be liable or responsible for any such cost.

4. CITY shall never be liable for any damage or injury resulting or allegedly resulting from the construction, operation, maintenance, repair or use of any road or accessway hereunder. PERMITTEE agrees to indemnify and hold harmless CITY from any and all claims for injury and/or damage resulting, directly or indirectly, from CITY'S execution of this instrument or the rights and privileges granted hereby.

5. PERMITTEE shall not, without prior written consent of CITY, remove or alter any improvements placed upon property owned by CITY.

6. By execution of this instrument, PERMITTEE expressly accepts and agrees to all of its terms and agrees to be bound thereby.

EXECUTED this _____ day of _____, A. D., 2025.

PERMITTEE:

_____
DAVID D. FOWLER

CITY OF TYLER, TEXAS:

_____
EDWARD BROUSSARD,
CITY MANAGER

ATTEST:

_____
CASSANDRA BRAGER
CITY CLERK

STATE OF TEXAS §
§
COUNTY OF SMITH §

This instrument was acknowledged before me on the _____ day of _____, 20_____, by **DAVID D. FOWLER**.

_____
Notary Public, in and for the State of Texas

INGRESS AND EGRESS, DRIVEWAY AND UTILITY EASEMENT

BEING A PART OF THE DAVID LOVE SURVEY, ABSTRACT NO. 573, Smith County, Texas, and being a part of the called 180.387 Acre Tract conveyed to the City of Tyler by a deed recorded in Vol. 632, pg. 599, Deed Records, Smith County, Texas, and being and Ingress and Egress Easement for a driveway and for Utilities to service a called 17.78 Acre Tract of Land conveyed to Don L. Williams by Deed recorded in Vol. 1234, pg. 694, said Easement being thirty (30) feet wide, and along the course herein described, being fifteen (15) feet each side of the centerline of said Easement , the centerline of said Easement being more particularly described as follows:

BEGINNING at a 60-d nail set for the centerline of the Easement herein described, being on the East Line of said called 17.78 Acre tract, from which a ½" iron pipe found for the Northeast corner of a 2.6036 Acre tract conveyed to Don Fisher by deed recorded in Vol. 5733, pg. 47 bears S 20°08'36" W, 91.50 feet (and a ½" iron rod found for the Southeast corner of said Fisher tract bears S 20°08'36" W, 346.80 feet from said Fisher Tract Northeast corner, and the East Line of said Fisher tract found monumented as described herein being the Bearing Basis for the Easement described herein);

THENCE S 18°22'11" E, a distance of 123.33 feet to a 60-d nail set for an angle point in the centerline of said Easement;

THENCE S 12°34'47" E, a distance of 107.57 feet to a 60-d nail set for an angle point in the centerline of said Easement;

THENCE S 56°48'50" E, a distance of 65.09 feet to a 60-d nail set for an angle point in the centerline of said Easement;

THENCE S 68°05'50" E, a distance of 89.91 feet to a 60-d nail set for an angle point in the centerline of said Easement;

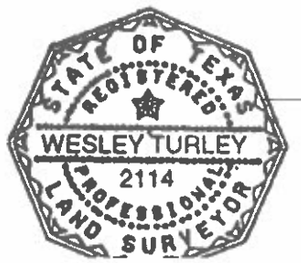
THENCE S 81°31'46" E, a distance of 587.80 feet to a 60-d nail in the centerline of Northwest Road, and being the end of the Easement herein described.

The field notes hereon and the plat of this same date are the result of a survey made under my direction on the ground of the property herein described. The lines and dimensions of said easement are as indicated by the plat.

Visible, apparent Easements, if any, are as shown.

Conflicts, Encroachments, and Protrusions, if any, are as shown.

Date: 07-27-01
W.O: 01-0623



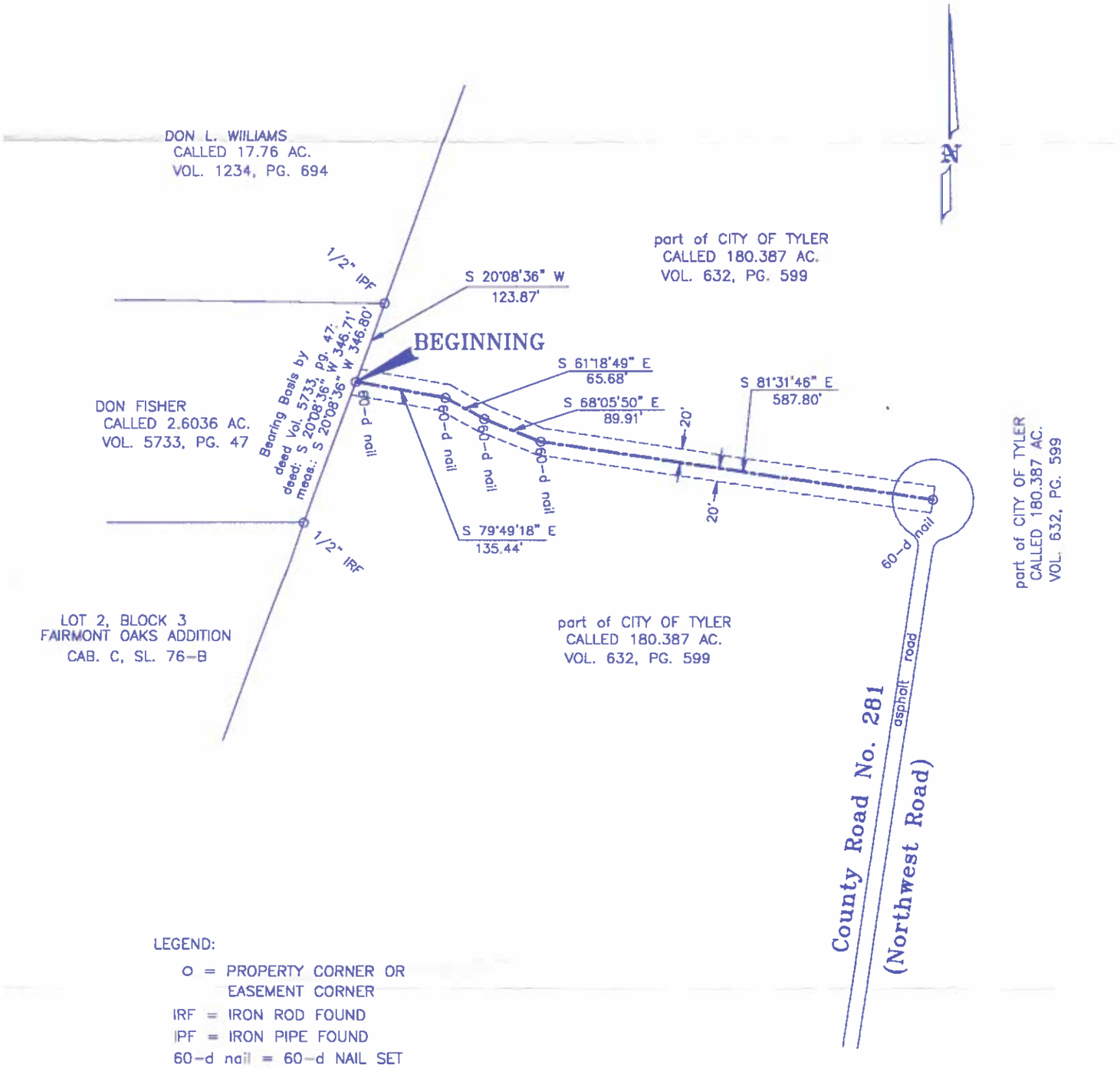
WESLEY TURLEY, R.P.L.S. 2114
P.O. BOX 23
WHITEHOUSE, TEXAS 75791
(903)839-5123

SURVEY PLAT

INGRESS AND EGRESS DRIVEWAY EASEMENT

A PART OF THE DAVID LOVE SURVEY, A – 573 SMITH COUNTY, TEXAS,
AND BEING A PART OF A CALLED 180.387 ACRE TRACT CONVEYED TO THE CITY OF TYLER
BY DEED RECORDED IN VOL. 632, PG. 599, DEED RECORDS, SMITH COUNTY, TEXAS

See Field Notes of this same date for complete description of this Property.



LEGEND:

- O = PROPERTY CORNER OR EASEMENT CORNER
- IRF = IRON ROD FOUND
- IPF = IRON PIPE FOUND
- 60-d nail = 60-d NAIL SET

SCALE: 1" = 200'
DATE: 05-21-01
W.O.: 01-0513

WESLEY TURLEY, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2114
P O BOX 23
WHITEHOUSE, TEXAS 75791
(903)839-5123

STATE OF TEXAS
REGISTERED
WESLEY TURLEY
2114
PROFESSIONAL
LAND SURVEYOR

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-7

Date: December 10, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute a second contract amendment in the amount of $49,350.00, with HDR, Inc., for the Lake Palestine Water Treatment Plant Taste and Odor Study project.

Item Reference: **Agenda Item M-3; 03/27/2024**

In September 2025, two filters at the City of Tyler's Lake Palestine Water Treatment Plant (LPWTP) suffered underdrain failure and were taken out of service. To bring these filters back into service, City of Tyler removed the existing media and underdrains and will install new media/underdrains. Following media and underdrain removal, a flooding event in the pipe gallery for the filters occurred on October 9, 2025, necessitating a temporary complete plant shut down and Stage 2 water restriction notice to affected customers.

The primary objectives for this amendment to the project are to:
(1) evaluate the conditions and configuration of the filter underdrain system including the blowers for media air scour and provide recommendations to improve the operation of the LPWTP filter facilities
(2) to investigate and provide findings for the cause of the October 9th flooding event

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute a contract amendment in the amount of $49,350.00, with HDR, Inc., for the Lake Palestine Water Treatment Plant Taste and Odor Study project.

Attachments:
Scope
Amendment # 1

Drafted/Recommended By:
Department Leader Nikki Ingram, P.E., Project Engineer/Kate Dietz, P.E., Director of Utilities

Edited/Submitted By:
City Manager

CITY OF TYLER
TYLER WATER UTILITIES DEPARTMENT
LAKE PALESTINE WATER TREATMENT PLANT TASTE AND ODOR STUDY – PHASE 2

AMENDMENT NO. 1

SCOPE OF WORK

OVERVIEW:

In September 2025, two filters at the City of Tyler's Lake Palestine Water Treatment Plant (LPWTP) suffered underdrain failure and were taken out of service. To bring these filters back into service, City of Tyler removed the existing media and underdrains and will install new media/underdrains. Following media and underdrain removal, a flooding event in the pipe gallery for the filters occurred on October 9th, 2025, necessitating a temporary complete plant shut down and Stage 2 water restriction notice to affected customers.

The primary objectives for this amendment to the project are to: (1) evaluate the conditions and configuration of the filter underdrain system including the blowers for media air scour and provide recommendations for the effective operation of the LPWTP filter facilities; and (2) to investigate and provide findings for the cause of the October 9th flooding event.

PROJECT REQUIREMENTS:

The Scope of Work for this project provides engineering services as described in the following sections:

- Task 100 – Project Administration General Requirements – Administrative Guidelines for the Project (Not included in this scope)
- Task 200 – Regulatory/ Process Assessment (Not included in this scope)
- Task 300 – Develop Testing Plan (Not included in this scope)
- Task 400 – Equipment Procurement, Mobilization (Set-up), and De-mobilization (Not included in this scope)
- Task 500 – Pilot Start-up (Not included in this scope)
- Task 600 – Bench and Pilot-Scale Testing (Not included in this scope)
- Task 700 – Process Study Report (Not included in this scope)
- Task 800 – Schematic Level Design of Proposed Improvements (Not included in this scope)
- Task 900 – Operations (Not included in this scope)
- Task 1000 – Filter System Analysis (Included in this scope)

The following tasks delineate the scope of basic services.

BASIC SERVICES SECTION

Basic Services and associated level of effort are as follows:

I. Task 1000 – Filter System Analysis

Task 1001 – COLLECT DATA AND INFORMATION

The Engineer will prepare a data and information needs request and submit to the City of Tyler. City of Tyler will gather and share available data and information in electronic format with Engineer. Engineer will review data collected and findings from the site visit to support effort identified in Task 1002.

Assumptions:

- City of Tyler will provide data and information within one (1) week of request to maintain project schedule

Deliverables:

- Data and Information Needs Request (in .pdf format)

Task 1002 – FILTER PROCESS EVALUATION AND INSPECTION

Engineer will perform a desktop analysis of filter configuration and operation using data collected in Task 1001. In conjunction with the desktop analysis, Engineer will also inspect existing operational filters and associated equipment. This inspection will include backwash monitoring and observation during operation, and inspection and record drawing review for the air scour system and associated blowers. As part of inspection, Engineer will collect media samples to be sent to external laboratory for sieve analysis and characterization. Following this inspection, Engineer will develop a memorandum to summarize findings and make recommendations for improvements.

Assumptions:

- Memorandum will be a brief document providing the observations of filter systems and associated improvements
- City of Tyler will provide access to filter underdrains as necessary for inspection
- City of Tyler staff will coordinate with engineer for all necessary shutdowns and access during the inspection process
- Two (2) Engineer team members will conduct a full-day site visit to LPWTP to assess the condition of the filters that are still in service. This site visit may be run concurrently with site visits as part of other tasks.
- Up to twelve (12) media samples will be sent to external laboratory for sieve analysis and characterization.

Deliverables:

- Memorandum summarizing investigation of filter operation, underdrain condition, and air scour system performance. Recommendations will be provided where deficiencies are observed. (.pdf format as e-mailed to TWU's PM)

Task 1003 – FLOODING EVENT INVESTIGATION

During record drawing review as part of Task 1002, Engineer will also identify potential mechanisms causing or contributing to the flooding event on October 9, 2025. Following record review, Engineer will interview plant staff regarding plant operation and condition prior to and including the flooding event. The findings of the system review and operator interviews will be used to develop an investigation report identifying likely cause(s) of the flooding event. The report will also detail potential

recommendations for system operation/configuration depending on the identified likely cause(s) of the flooding event.

Assumptions:

- City of Tyler will provide access to plant facilities as necessary for inspection during investigation
- City of Tyler staff will coordinate with engineer to ensure all relevant agents from the flooding event can be interviewed
- Engineer will conduct interview on-site at LPWTP
- Two (2) Engineer team member will conduct a two full-day site visits to LPWTP to inspect facilities and conduct interviews

Deliverables:

- Memorandum summarizing investigation findings and recommendations (pdf format as e-mailed to TWU's PM)

PROJECT SCHEDULE:

Refer to attached schedule. The schedule and assumed level of effort associated with the tasks delineated in the scope identified herein are contingent upon achieving the milestone events shown.

Engineering Fee

Our tabulation for the additional level of effort related to the Filter System Analysis is attached in the lump sum amount of $49,350.

Exhibit B - E/A's Project Schedule

CITY OF TYLER
TYLER WATER UTILITIES DEPARTMENT
LAKE PALESTINE WATER TREATMENT PLANT TASTE AND ODOR STUDY - Phase 2

ID	Task Name	Duration	Start	Finish
1	**Phase 1**	**105 days**	**Mon 4/29/24**	**Fri 9/20/24**
24	**Phase 2**	**433 days?**	**Wed 10/2/24**	**Fri 5/29/26**
25	**Task 100 - Project Initiation**	**433 days**	**Wed 10/2/24**	**Fri 5/29/26**
32	**Task 400 - Bench- Scale Validation**	**95 days**	**Mon 12/9/24**	**Mon 4/21/25**
39	**Task 500 - Pilot-Scale Validation**	**347 days?**	**Thu 11/21/24**	**Fri 3/20/26**
54	**Task 600 - Process Study Report**	**55 days**	**Mon 3/16/26**	**Fri 5/29/26**
64	**Task 1000 - Filter System Analysis**	**24 days**	**Mon 11/17/25**	**Thu 12/18/25**
65	Task 1001 - Collect Data and Information	4 days	Mon 11/17/25	Thu 11/20/25
66	**Task 1002 - Filter Process Evaluation and Inspection**	**20 days**	**Fri 11/21/25**	**Thu 12/18/25**
67	**Filter System Analysis TM**	20 days	Fri 11/21/25	Thu 12/18/25
68	**Task 1003 - Flooding Event Investigation**	**20 days**	**Fri 11/21/25**	**Thu 12/18/25**
69	**Flood Event Findings TM**	20 days	Fri 11/21/25	Thu 12/18/25

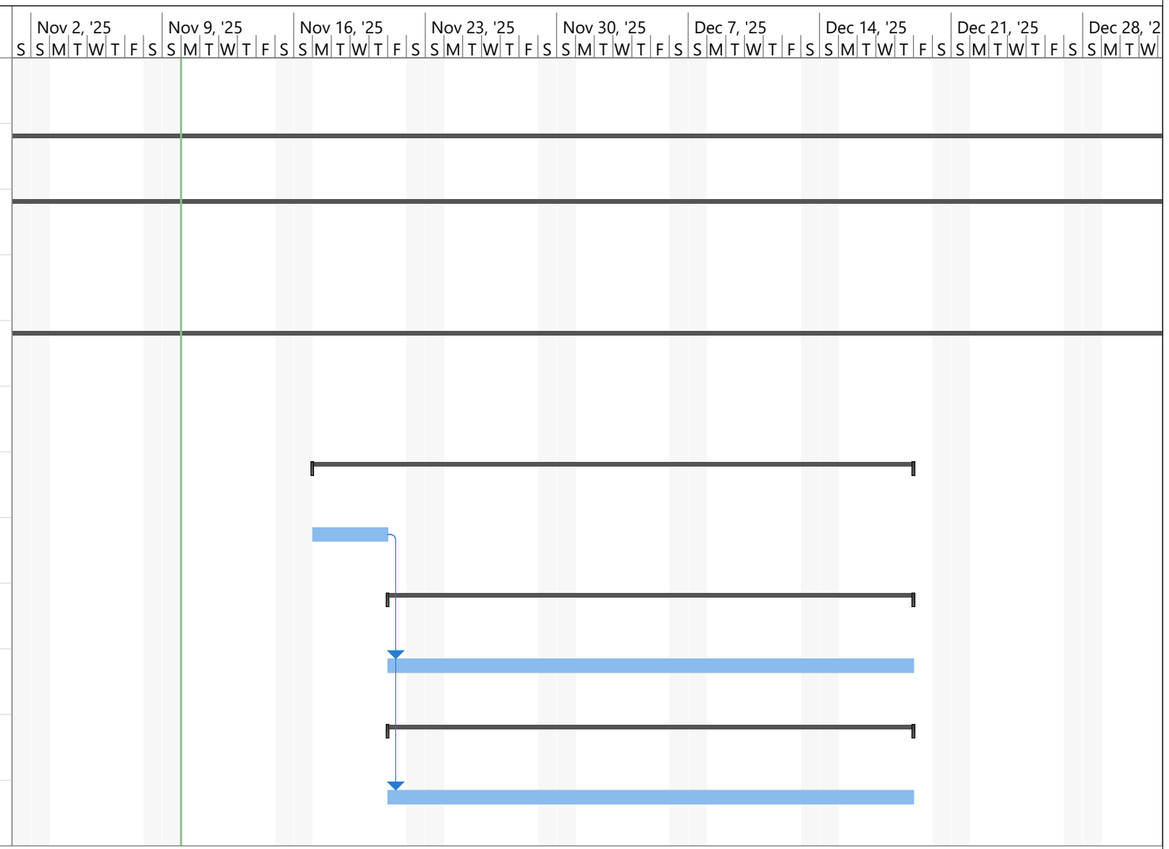


Exhibit C - E/A's Rate Schedule and Hourly Fees
Tyler Water Utilities **11/10/2025**
Lake Palestine WTP - Taste and Odor Study - Amendment No. 1 - LPWTP Filter Evaluation

Task Description	HDR											Lab Exp	GRAND TOTAL
	Labor									Expenses	HDR Total		
	Principal	Project Manager	Admin Support	Project Engineer	EIT	QC	Admin Support/ Billing	Total Hours	Labor Cost				
	Hoffman	*Livas*	*Rayshell*	*Hand*	*Kedia/Dai*	*Kutil*	*TBD*						
Task 1000 Project Initiation													
1001 Collect Data and Information	2	6	2	8	16	2	4	40	$ 8,192	$ 180	$ 8,372	$ 2	$ 8,374
1002 Filter Process Evaluation and Inspection	2	20	2	20	40	4	-	88	$ 19,030	$ 1,430	$ 20,460	$ 1,320	$ 21,780
1003 Flooding Event Investigation	2	22	2	24	24	2	-	76	$ 17,793	$ 1,403	$ 19,196	$ -	$ 19,196
TOTAL	**6**	**48**	**6**	**52**	**80**	**8**	**4**	**204**	**$ 45,015**	**$ 3,013**	**$ 48,028**	**$ 1,322**	**$ 49,350**

AMENDMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
(LAKE PALESTINE WATER TREATMENT PLANT TASTE AND ODOR STUDY – PHASE 2)

This Amendment No. 1 ("Amendment") is entered into by and between the City of Tyler, Texas ("City") and HDR, Inc. ("Consultant"). The City and Consultant may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement dated _October 2, 2024 (the "Agreement") for professional engineering services related to the Lake Palestine Water Treatment Plant Taste and Odor Study project; and

WHEREAS, in September 2025, two filters at the City of Tyler Lake Palestine Water Treatment Plant ("LPWTP") experienced underdrain failure, requiring removal of existing media and underdrains and installation of new components; and

WHEREAS, following media and underdrain removal, a flooding event occurred in the pipe gallery of the LPWTP filters on October 9, 2025, resulting in a temporary complete plant shutdown and issuance of a Stage 2 water restriction notice to affected customers; and

WHEREAS, additional engineering services are required to (1) evaluate the conditions and configuration of the filter underdrain system, including blowers for media air scour, and to provide recommendations for effective operation of the LPWTP filter facilities; and (2) investigate and provide findings regarding the cause of the October 9, 2025, flooding event; and

WHEREAS, the City desires to amend the Agreement to authorize these additional services and to increase the contract amount accordingly; and

WHEREAS, the governing body has authorized the City Manager to execute this Amendment in an amount not to exceed $49,350.00.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to Scope of Services

The Scope of Services in the Agreement is hereby amended to include the additional services described in **Exhibit A – Amended Scope of Work**, attached hereto and incorporated herein for all purposes.

2. Amendment to Project Schedule

The project schedule is amended as described in **Exhibit B – Amended Project Timeline**, attached hereto and incorporated herein for all purposes.

3. Compensation

The compensation authorized under the Agreement is increased by Forty-Nine Thousand, Three Hundred Fifty Dollars ($49,350.00).

The total not-to-exceed amount under the Agreement, as amended, shall be:

Original Contract Amount: $1,750,000.00

Increase per Amendment No. 1: $49,350.00

New Not-to-Exceed Total: $1,799,350.00

4. No Other Changes

Except as expressly amended herein, all terms and conditions of the Agreement remain in full force and effect.

5. Effective Date

This Amendment shall be effective on the date it is fully executed by both Parties.

CITY OF TYLER, TEXAS

By: _____

Name: _____

Title: City Manager

Date: _____

HDR, INC.

By: _____

Name: Lucas A. Bathurst

Title: Vice President

Date: _____

CITY OF TYLER
TYLER WATER UTILITIES DEPARTMENT
LAKE PALESTINE WATER TREATMENT PLANT TASTE AND ODOR STUDY – PHASE 2

AMENDMENT NO. 1

Attachment A - Amended Scope of Work

OVERVIEW:

In September 2025, two filters at the City of Tyler's Lake Palestine Water Treatment Plant (LPWTP) suffered underdrain failure and were taken out of service. To bring these filters back into service, City of Tyler removed the existing media and underdrains and will install new media/underdrains. Following media and underdrain removal, a flooding event in the pipe gallery for the filters occurred on October 9th, 2025, necessitating a temporary complete plant shut down and Stage 2 water restriction notice to affected customers.

The primary objectives for this amendment to the project are to: (1) evaluate the conditions and configuration of the filter underdrain system including the blowers for media air scour and provide recommendations for the effective operation of the LPWTP filter facilities; and (2) to investigate and provide findings for the cause of the October 9th flooding event.

PROJECT REQUIREMENTS:

The Scope of Work for this project provides engineering services as described in the following sections:

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The following tasks delineate the scope of basic services.

BASIC SERVICES SECTION

Basic Services and associated level of effort are as follows:

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Assumptions:

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Deliverables:

- Data and Information Needs Request (in .pdf format)

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PROJECT SCHEDULE:

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Engineering Fee

Our tabulation for the additional level of effort related to the Filter System Analysis is attached in the lump sum amount of $49,350.

Exhibit B - E/A's Project Schedule

CITY OF TYLER
TYLER WATER UTILITIES DEPARTMENT
LAKE PALESTINE WATER TREATMENT PLANT TASTE AND ODOR STUDY - Phase 2

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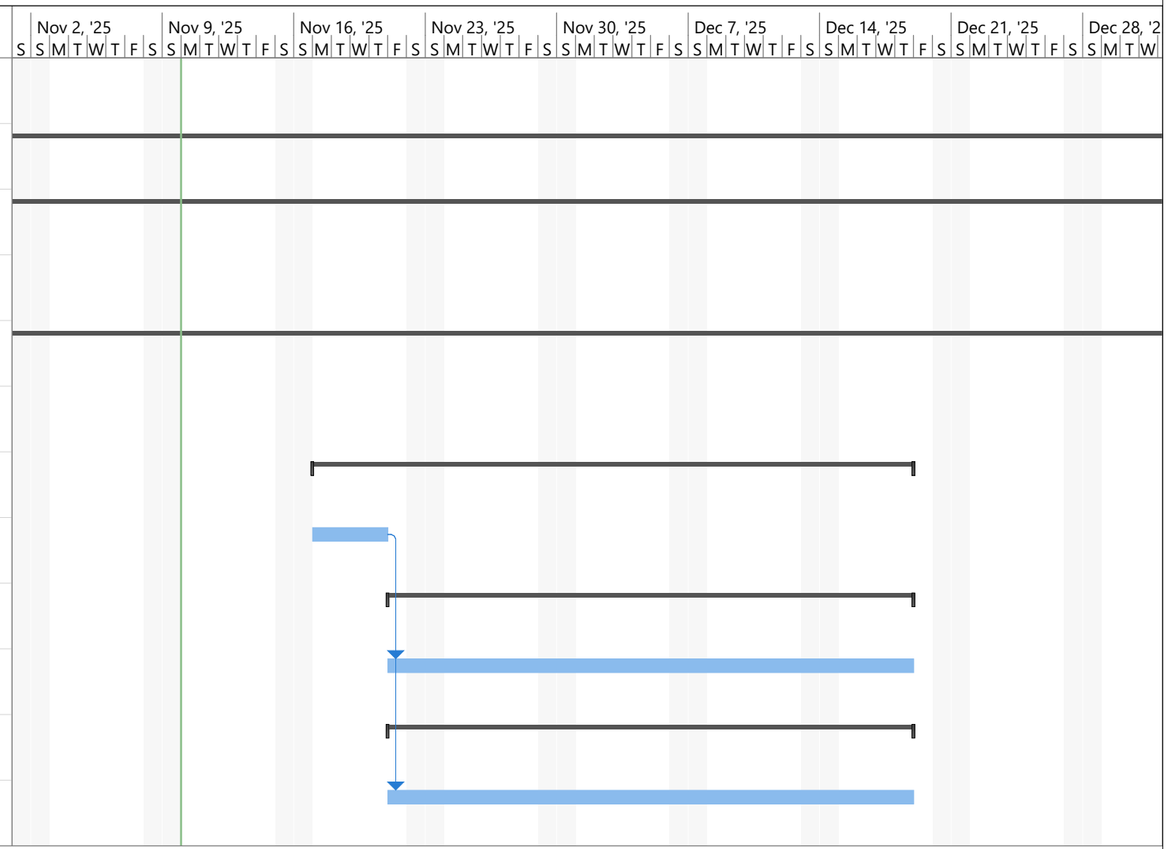


Exhibit C - E/A's Rate Schedule and Hourly Fees
Tyler Water Utilities **11/10/2025**
Lake Palestine WTP - Taste and Odor Study - Amendment No. 1 - LPWTP Filter Evaluation

Task Description	HDR											Lab Exp	GRAND TOTAL
	Labor									Expenses	HDR Total		
	Principal	Project Manager	Admin Support	Project Engineer	EIT	QC	Admin Support/ Billing	Total Hours	Labor Cost				
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1003 Flooding Event Investigation	2	22	2	24	24	2	-	76	$ 17,793	$ 1,403	$ 19,196	$ -	$ 19,196
TOTAL	**6**	**48**	**6**	**52**	**80**	**8**	**4**	**204**	**$ 45,015**	**$ 3,013**	**$ 48,028**	**$ 1,322**	**$ 49,350**

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-8

Date: December 10, 2025

Subject: It is requested that the City Council authorize the City Manager to approve a Reconciliation Change Order and approve the release of retainage in the amount of $165,745.93 to Reynolds and Kay, LTD., for the 2025 Asphalt Enhancement Project.

Item Reference: **December 11, 2024, Item M-2**

On December 11, 2024, the City Council authorized the award of the 2025 Asphalt Enhancement Project to Reynolds and Kay LTD, in the amount of $3,706,950.84. Construction has been successfully completed. The total cost of the project is $3,682,575.54, which is $24,375.30 under the original contract amount.

This request is for the approval of a reconciliation change order and the release of the retainage in the amount of $165,745.93.

FUNDING USED:
ARPA - $3,022,526.40
Half-Cent - $292,392.25
Streets Department - $178,340.85
TWU Lake Tyler - $189,316.04
TOTAL - $3,682,575.54

RECOMMENDATION:

It is requested that the City Council authorize the City Manager to approve a Reconciliation Change Order and approve the release of retainage in the amount of $165,745.93 to Reynolds and Kay, LTD., for the 2025 Asphalt Enhancement Project.

Attachments:
2025 Asphalt Enhancement RCO Signed
Final AE Map Overall

Drafted/Recommended By:
Department Leader Darin Jennings, PE, City Engineer

Edited/Submitted By:

City Manager

Reynolds & Kay LTD
PO BOX 88
TYLER. TEXAS 75710

TO: GARY L. CANNON PM.
CITY OF TYLER
PO BOX 2039
TYLER, TEXAS 75710

RECONCILIATION CHANGE ORDER: 11-Final
PROJECT #: 24-043
DATE: 11/21/2025

TOTAL CONTRACT AMOUNT: $3,706,950.84

2025 ASPHALT ENHANCEMENT PROJECT
Reconciliation Change Order

	Contract Amount	Final Cost	Contract Difference +/-
ARPA	$2,856,780.40	$3,022,526.40	($165,746.00) *
Half-Cent	$412,198.71	$292,392.25	$119,806.46
Streets Department	$215,000.00	$178,340.85	$36,659.15
TWU Lake Tyler	$222,971.73	$189,316.04	$33,655.69
	$3,706,950.84	$3,682,575.54	$24,375.30

Under Original Contract

This document will become a supplement to the contract and all provisions will apply hereto.

Recommended for approval:

City Engineer — Date 11/21/25

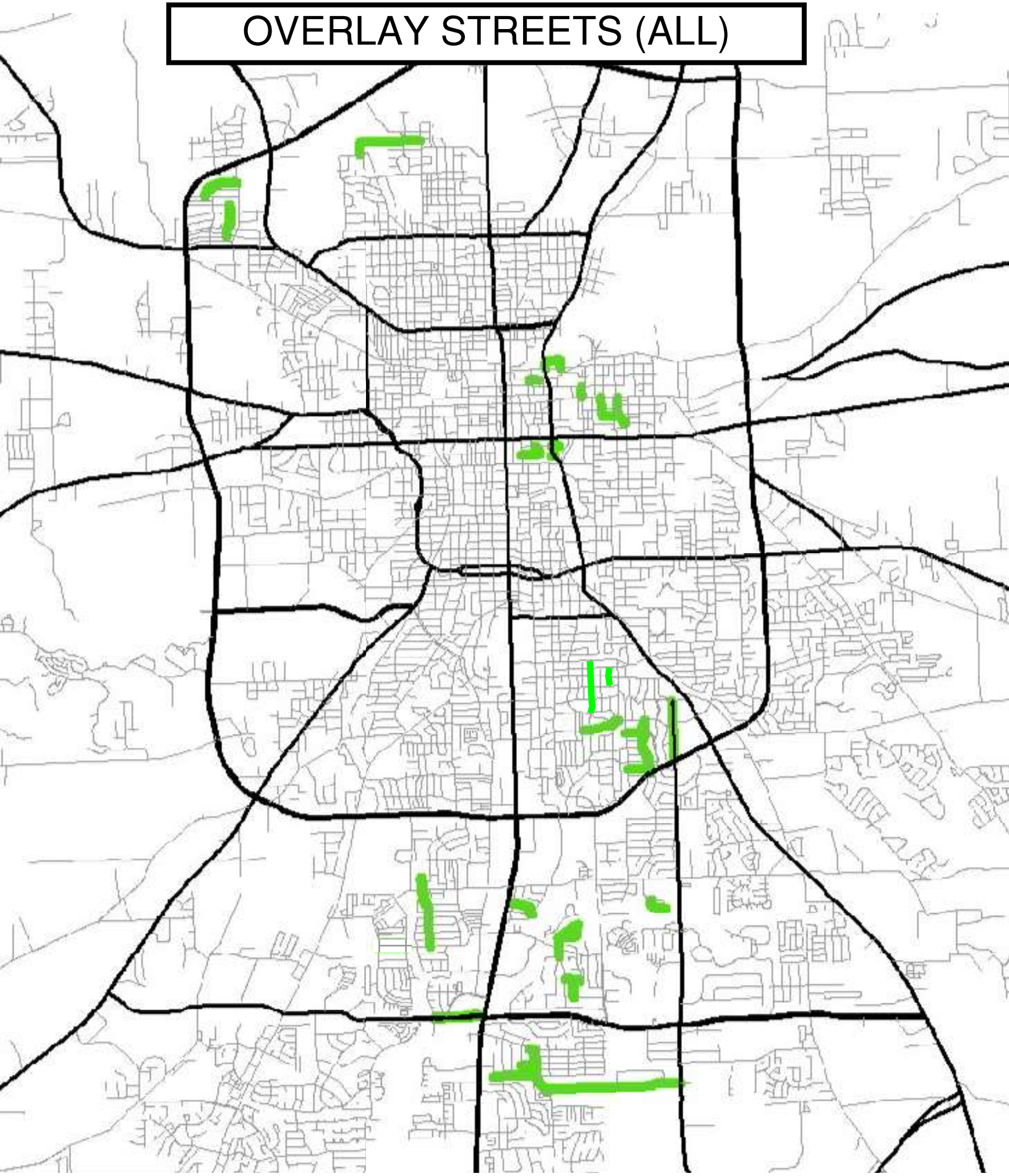
Contractor — Date 11/21/2025

Project Engineer/Manager — Date 11/21/2025

* Leftover ARPA funds from other projects were transferred to Asphalt Enhancement, reducing half-cent cost.

Total completed & stored to date	$3,682,575.54
Less Retainage	$165,745.93
Total Earned less Retainage	$3,516,829.61
Less Previous Paid Application	$3,516,829.61
Less Previous UNPAID Appilcations	
Final Payment Retainage	**$165,745.93**

OVERLAY STREETS (ALL)



CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-9

Date: December 10, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute an Engineering Services Agreement, in an amount not to exceed $180,000, with Langan Engineering and Environmental Services, Inc. for the Group 4 Private Lateral Program for the Consent Decree.

Item Reference: **Legal Desk ID #11891**

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

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

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute an Engineering Services Contract, in an amount not to exceed $180,000, with Langan Engineering and Environmental Services, Inc. for the Group 4 Private Lateral Program for the Consent Decree.

Attachments:
Group 4 PL 2021-01-26 Engineering Services Agreement v2

Drafted/Recommended By:
Department Leader Tiffany Currie, PE, Project Engineer/Kate Dietz, PE, Director of Utilities

Edited/Submitted By:
City Manager

STATE OF TEXAS §

COUNTY OF SMITH §

STANDARD FORM OF AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This AGREEMENT is entered into, with an Effective Date of _____ [*insert date of last party's signature*], by and between the **CITY OF TYLER**, in Smith County, Texas (OWNER), acting therein by and through its duly authorized City Manager, and LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, LLC. (ENGINEER or ARCHITECT), hereinafter referred to as "E/A," for the purpose of acquiring all professional engineering and/or architectural services required for the project known as **"Group 4 Private Lateral Program"** (hereinafter called the Project).

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

SECTION 1—BASIC SERVICES OF ENGINEER OR ARCHITECT

1.1. General.

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

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

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

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

1.2. Study and Report Phase.

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

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

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

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

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

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

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

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

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

1.3. Preliminary Design Phase.

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

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

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

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

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

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

1.3.6. Derive right-of-way (ROW) data and easement documents as needed for the OWNER to begin land acquisition.

1.4. Final Design Phase.

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

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

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

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

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

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

1.5. Bidding or Negotiating Phase.

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

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

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

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

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

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

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

1.6. Construction Phase.

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

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

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

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

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

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

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

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

thereto.

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

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

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

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

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

1.6.11. *Limitation of Responsibilities.* E/A shall not be responsible to OWNER for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except E/A's own employees and agents) whether at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.6.1. through 1.6.11 inclusive, shall be construed to release E/A from liability for failure to properly perform duties and responsibilities assumed by E/A in the Contract Documents.

1.7. Operational Phase.

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

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

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

SECTION 2—ADDITIONAL SERVICES OF E/A

2.1. Services Requiring Authorization in Advance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2. Required Additional Services.

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

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

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

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

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

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

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

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

SECTION 3—OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

3.4.2. appropriate professional interpretations of all of the foregoing;

3.4.3. environmental assessment and impact statements;

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

3.4.5. property descriptions;

3.4.6. zoning, deed and other land use restrictions;

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4—PERIODS OF SERVICE

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

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

SECTION 5—PAYMENTS TO ENGINEER AND/OR ARCHITECT CONSULTANT

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

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

- Base Fee, Not-to-Exceed = $128,000
- Hourly/Reimbursable Expenses = $52,000
- **Total Contract Price = $180,000**

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

5.2. Times of Payment.

E/A shall submit clear and detailed monthly statements for the services rendered and for the expenses and hourly costs incurred. The statements shall show the percent of work completed and amount billed to date, broken down by activity or task. All monthly statements shall be in a form as specified by and acceptable to OWNER.

SECTION 6—CONSTRUCTION COST AND OPINIONS OF COST

6.1. Construction Cost.

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

6.2. Opinions of Cost.

It is understood by the Parties that E/A has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Therefore, E/A's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of E/A's experience and qualifications and represent E/A's best judgment as an experienced and qualified professional E/A, familiar with the construction industry; but E/A cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by E/A. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator as provided in paragraph 3.9.

SECTION 7—GENERAL CONSIDERATIONS

7.1. Termination.

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

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

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

7.2. Reuse of Documents.

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

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

7.3. Insurance.

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

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

- **Commercial General Liability:** E/A agrees to maintain Commercial General Liability at a limit of liability not less than one million dollars ($1,000,000) Each Occurrence, two million dollars ($2,000,000) General Aggregate per project. E/A agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Products - Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage (X = Explosion Hazard; C = Collapse Hazard; U = Underground Damage), Contractual Liability or Cross Liability. The E/A agrees any Self-Insured-Retention or deductible shall not exceed twenty-five thousand dollars ($25,000).

- **Business Automobile Liability:** E/A agrees to maintain Business Automobile Liability at a limit of liability not less than one million dollars ($1,000,000) Each Occurrence. Coverage shall include bodily injury and property damage liability arising out of the operation, maintenance and use of Any Auto, or All Owned Autos, and Hired Autos, and Non-Owned automobiles. In the event E/A does not own automobiles, E/A agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

- **Professional Errors and Omissions Liability:** E/A agrees to maintain Professional Errors and Omissions Liability at a limit of liability not less than one million dollars ($1,000,000) Each Claim, two million dollars ($2,000,000) Annual Aggregate. The E/A agrees the policy shall include a minimum three (3) year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of the Agreement, or the performance of services hereunder. The E/A agrees the Self-Insured-Retention shall not exceed twenty-five thousand dollars ($25,000). This coverage may be provided on a Per-Project Basis.

- **Pollution Liability Insurance** (if required by a City Operational Department): If a City Operational Department requires Pollution Liability coverage, the E/A agrees to maintain Pollution Liability Insurance at a limit of liability not less than one million dollars ($1,000,000) Each Claim, two million dollars ($2,000,000) Annual Aggregate.

- **Commercial Umbrella / Excess Liability:** E/A agrees to maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than five million dollars ($5,000,000) Each Occurrence, five million dollars ($5,000,000) General Aggregate. The E/A agrees to endorse the OWNER as an "Additional Insured" on the Commercial Umbrella/Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the OWNER is automatically defined as an Additional Protected Person. The E/A agrees any Self-Insured-Retention or deductible shall not exceed twenty-five thousand dollars ($25,000).

- **Worker's Compensation and Employer's Liability**: The E/A agrees to maintain its own Workers' Compensation Insurance pursuant to statutory limits. See TEX. LAB. CODE ANN. Title 5, Subtitle A, Chapter 401; TEX. ADMIN CODE, Title 28, Part 2. (NOTE: Elective exemptions or coverage through an employee

leasing arrangement will NOT satisfy this requirement).

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

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

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

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

7.4. Additional Insured Endorsements.

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

The form of the endorsement(s) shall be:

Option 1:

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

AND, the additional endorsement of

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

Option 2:

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

AND, the additional endorsement of

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

Option 3:

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

AND, the additional endorsement of

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

E/A shall attach actual copies of the endorsements.

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

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

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

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

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

7.6. Waiver of Subrogation.

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

7.7. Subconsultants' Insurance.

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

7.8. Insurance Effective Until Completion.

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

7.9. Right to Revise or Reject Insurance.

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

7.9.2 Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's Office in the OWNER'S Legal Department for their adequacy as to form, content, form of protection, and providing company. Additionally, the OWNER reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due of its poor financial condition or failure to operate legally in the State of Texas. In such events, OWNER shall provide E/A written notice of such revisions or rejections.

7.10. Certificate of Insurance.

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

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

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

7.11. Insurance - No Limit on Obligation to Pay.

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

his operations.

7.12. Non-compliance; Breach.

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

7.13. Indemnity.

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

7.14. Certificate of Interested Parties.

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

7.15. Controlling Law.

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

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

7.16. Successors and Assigns.

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

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

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

SECTION 8—SPECIAL PROVISIONS, SCHEDULES, AND EXHIBITS

8.1. Special Provisions.

Any other provisions of this Agreement or other

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

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

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

8.2. Exhibits.

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

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

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

8.3. Entire Agreement.

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

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

8.4. Effective Date.

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

8.5. Severability.

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

8.6. Waiver.

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

8.7. Notices.

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

E/A:
LANGAN ENGINEERING AND
ENVIRONMENTAL SERVICES, LLC.
Attn: Logan Proffer, PE
1101 E SE Loop 323, Suite 101
Tyler, TX 75701

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

8.8. Venue.

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

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

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

FOR THE CITY OF TYLER, TEXAS:

ATTEST:

By: _____
City Manager Date

Edward Broussard
Printed Name

By: _____
City Clerk

Cassandra Brager
Printed Name

APPROVED:

By: _____
City Attorney's Office Date

_____
Printed Name

RECOMMENDED:

By: _____
Department Leader Date

Kate Dietz, PE
Printed Name

CITY COUNCIL APPROVAL:

AGENDA ITEM NUMBER: _____
DATE APPROVED: _____

FOR THE E/A:

By: G. Robert Adams 11.17.25
Senior Principal Date

G. Robert Adams, PE
Printed Name

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of November, 2025.

SHARON M. HORTON
Notary Public, State of Texas
Comm. Expires 07-14-2029
Notary ID 133211460

Sharon M. Horton
Notary Public In and For The State of Texas

My Commission Expires: 7-14-2029

Sharon M. Horton
Notary's Printed Name

INDEX OF EXHIBITS

Exhibit A - E/A's Scope of Service

Exhibit B - E/A's Project Schedule

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

Exhibit D - Certificates of Insurance and Endorsements

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

Exhibit F – Procedure for Correcting Construction Defects
(Applicable only to construction contracts affecting City-owned buildings and other public works)

Exhibit A - E/A's Scope of Service

EXHIBIT A - CONSULTANT'S SCOPE OF BASIC SERVICES

PROJECT DESCRIPTION

The scope of this project includes the administration of Group 4 of the Private Lateral Repair Program (PLRP) for the City of Tyler. This project will include due diligence, programing, project communication, data review, project management, and construction administration/resident project representative. This project will focus on Basins 2, 7, 10, 11, 12, 16, 19, 21, U1, and U2.

Pipeline Analysis, LLC created a report dated September 2024 that focused on private laterals in Basins 2, 7, 10, 11, 12, 16, 19, 21, U1, and U2. ENGINEER understands that all construction activities outlined in the report and related to Basins 2, 7, 10, 11, 12, 16, 19, 21, U1, and U2 shall be completed by the end of 2026. The PLRP is designed to reduce wet weather infiltration/inflow as part of the remedial measures portion of the Consent Decree. The Tyler Water Utilities (TWU) Wastewater Collection and Treatment System (WCTS) becomes a conduit for extraneous water when defective private service lines allow rain or groundwater to enter the WCTS. The purpose of the PLRP is to reduce extraneous flows, including inflow and infiltration (I&I) caused by defects in private laterals serving customers. For purposes of this project, a defective private lateral is any private service line that connects to the WCTS that discharges any substance that is not intended to be transferred via the WCTS, such as storm water, surface water runoff, and roof runoff. This proposal specifically excludes design or management of sewer mainline improvements.

The rehabilitations this project will focus on, according to the report, are as follows:
Replace Cleanout Cap or Install T-Cone Stopper – 75 rehab locations
Repair Broken Cleanout – Unpaved – 31 rehab locations
Repair Broken Cleanout – Paved – 1 rehab location
CCTV Lateral and Repair – Unpaved – 131 rehab locations
CCTV Lateral and Repair – Paved – 11 rehab locations
CCTV Lateral and Storm Sewer to Determine Condition and Repair/Disconnect – 2 rehab locations
Disconnect Abandoned Service Lateral – 52 rehab locations
Disconnect Yard Drain – 3 rehab locations
Point Repair on Service Lateral – 27 rehab locations

The following rehabilitations will be removed from this program and incorporated into new or existing construction projects:
CCTV Mainline to Locate Source of Smoke – 6" to 8" – 2,264 LF
Point Repair on Main – 6" – 1 rehab location
Replace Section of 24" Main (≥10 ft to <15 ft Deep) – 1 rehab location
Service Reconnections – 7 rehab locations
Replace or Pipe Burst – 6" to 8" (Upsize 6" to 8") – 1,252 LF
Replace Cleanout Cap or Install T-Cone Stopper (Mainline Cleanout) – 9 rehab locations
Repair Broken Cleanout – Unpaved (Mainline Cleanout) – 1 rehab location
Repair Broken Cleanout – Paved (Mainline Cleanout) – 6 rehab locations
Repair Manhole Chimney and Coat – 19 rehab locations
Realign and Grout Manhole Casting – Unpaved – 137 rehab locations
Realign and Grout Manhole Casting – Paved – 23 rehab locations
Plug Abandoned Manhole – 2 rehab locations

The following rehabilitations will be removed from this program and explored by City staff to determine a course of action.
Notify Customer of Faulty Plumbing – 104 rehab locations
Dye Test for CCTV of Mainline – 4 rehab locations
Heavy Cleaning for CCTV of Mainline – 1 rehab location

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

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

Visits and observations by RPR are not intended to be exhaustive or to extend to every aspect of the work in progress or to involve detailed inspections of PROJECT beyond responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to periodic observation, spot checking, selective sampling, and/or similar methods of general observation of the work based on RPR's exercise of qualified judgment.
The RPR shall not, during such PROJECT site visits or as a result of such observations of CONTRACTOR's work in progress, supervise, direct or have control over CONTRACTOR's work. Nor shall the RPR have authority over or responsibility for:

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

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

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

SCOPE OF SERVICES
PHASE 100 – SITE/CIVIL

Task 50 – Due Diligence and Programing
Communicate project needs and rehabilitation recommendations with local plumbing/utility contractors in order to create interest in the project. Evaluate the rehabilitation recommendations and establish an estimated cost of construction based on input from plumbing/utility contractors. Determine the classification of the asset location to be residential or commercial using web based visual data. Vacant lots in residential areas will be counted as residential and vacant lots in commercial areas will be counted as commercial. Recommend how the construction contracts can be split up in order to have the best opportunity for interest and bids.

Task 100 – Plans & Construction Documents
Available data will be gathered and reviewed from the CITY, Pipeline Analysis, and other stakeholders for incorporation in the program delivery methods and documents. The rehabilitations incorporated into existing Group 6 construction projects will be accounted for in the respective plans/contracts.

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

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

Task 105 – Property Owner Communication (Allowance)

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

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

Task 110 – Bid/Contract Documents

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

Task 400 – Project Management, Meetings & Coordination

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

Task 600 – Construction Phase Assistance and Observation (Hourly)

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

Construction observation activities by ENGINEER shall include, generally, four (4) site visits per week (eighty (80) total site visits estimated) during the project duration to observe the progress of construction, provide oversight to CONTRACTOR questions in the field, and provide the OWNER with a level of confidence that the completed work of the CONTRACTOR will generally conform to the construction documents prepared by ENGINEER. Additional observations beyond the site visits estimated will be considered Additional Services and shall be performed and invoiced in accordance with ENGINEER's Hourly Rate Schedule. Any work performed in excess of 8 hours in a day, on a Holiday or before 7:00 am and after 7:00 pm will be considered premium services and invoiced at 1.5 times the Standard Hourly Rate. When necessary, ENGINEER will notify the OWNER of issues made known to ENGINEER during the progress of construction. ENGINEER shall, as the OWNER's representative, issue clarifications and interpretations, when necessary, authorize minor variations in the CONTRACTOR's work, and reject defective work. It is understood the OWNER may provide additional routine inspections of construction by City inspection personnel. ENGINEER shall not have authority to supervise, direct or control CONTRACTOR – such responsibility lies with the OWNER; however, ENGINEER shall be given authority by OWNER to stop work if any portion thereof appears to the ENGINEER to be in conflict with the plans and specifications. ENGINEER shall assume no responsibility for any CONTRACTOR's possible lack of performance, or for the CONTRACTOR's means, methods, techniques, equipment selection, equipment operation, sequencing, schedule, safety programs, or safety practices, etc.

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

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

Task 900 – Completion

This Task includes the following:

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

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

ADDITIONAL SERVICES

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

Exhibit B - E/A's Project Schedule

EXHIBIT B - PROJECT SCHEDULE

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

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

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

EXHIBIT C - FEE

SCHEDULE OF FEES (LUMP SUM UNLESS OTHERWISE NOTED)

PHASE 100 – SITE/CIVIL

Task 50	Due Diligence and Programing	$18,000.00
Task 100	Plans & Construction Documents	$53,000.00
Task 105	Property Owner Communication (Allowance)	$7,000.00
Task 110	Bid/Contract Documents	$12,000.00
Task 400	Project Management, Meetings & Coordination	$40,000.00
Task 600	Construction Phase Assistance and Observation (Hourly)	$45,000.00
Task 900	Completion	$5,000.00
	TOTAL FEE	**$180,000.00**

Basic Services – Task 50,100,110,400,900 **$128,000.00**
Extended Services – Task 105, 600 **$52,000.00**

Exhibit D - Certificates of Insurance and Endorsements

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/1/2026 | 11/7/2025

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

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

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1493779 LANGAN ENGINEERING & ENVIRONMENTAL SERVICES, LLC 300 KIMBALL DRIVE, 4TH FLOOR PARSIPPANY NJ 07054 LOGAN PROFFER	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Continental Insurance Company — 35289 INSURER B : National Fire Insurance Co of Hartford — 20478 INSURER C : The Continental Ins Co of New Jersey — 42625 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 22590412 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	7014708217	8/1/2025	8/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	6016359856	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	6045964169	8/1/2025	8/1/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $ XXXXXXX
A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	6016359842 (AOS) 6016359873 (CA) 6057485432 (NY)	8/1/2025 8/1/2025 8/1/2025	8/1/2026 8/1/2026 8/1/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	PROF LIAB INCL POLL LIAB	N	Y	AEH591971277.	8/1/2025	8/1/2026	$1,000,000 PER CLAIM $2,000,000 AGG	

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

CERTIFICATE HOLDER

22590412
CITY OF TYLER
P.O. BOX 2039
TYLER TX 75710

CANCELLATION See Attachments

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

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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RE: LANGAN PROJECT #532061101 - CITY OF TYLER GROUP 4 - PRIVATE LATERAL. CITY OF TYLER, IN SMITH COUNTY, TEXAS, IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AUTOMOBILE LIABILITY, POLLUTION LIABILITY AND EXCESS LIABILITY, THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT . WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY, EXCESS/UMBRELLA LIABILITY, WORKERS COMPENSATION/ EMPLOYER'S LIABILITY, AND PROFESSIONAL LIABILITY, WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT. XCU COVERAGE IS INCLUDED UNDER THE GENERAL LIABILITY COVERAGE SUBJECT TO THE POLICY TERMS, CONDTIONS AND EXCLUSIONS. THIRTY (30) DAYS NOTICE OF CANCELLATION BY THE INSURER FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM WILL BE PROVIDED TO THE CERTIFICATE HOLDER, ON ALL POLICIES INCLUDED ON COI. EFFECTIVE UPON FINAL EXECUTION OF THE AGREEMENT.

Policy No: 7014708217
Nat'l Fire Ins Co of Hartford
Effective Dates: 8/1/2025- 8/1/2026

CNA PARAMOUNT

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and
2. This **Coverage Part** provides such coverage; and

C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

3. Coverage broader than what you are required to provide by the **written contract**; or
4. A higher limit of insurance than what you are required to provide by the **written contract**.

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

II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

5. The **written contract** requires you to provide the additional insured such coverage; and
6. This **Coverage Part** provides such coverage.

III. But if the **written contract** requires:

A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 1001 edition of CG2037; or

B. Additional insured coverage with "arising out of" language; then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of your work that is subject to such **written contract**.

I. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:
WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

II. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

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

7. Primary and non-contributing with other insurance available to the additional insured; or
8. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

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

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

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

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

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

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:
Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury** or **property damage**; or
2. The offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of is for attatchement to the policy issued by the designated insurers, takes effect on the effective dates of said policy at the hour stated in said policy, unless another effective date is shown below, and ecpires concurrently with said policy.

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

This endorsement modifies insurance provided under the following:

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

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

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

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

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

All other terms and conditions of the Policy remain unchanged.

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

CNA75008XX (10-16)

Business Auto Policy
Policy Endorsement
Policy No. 6016359856

CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. **LIABILITY COVERAGE**

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,

b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

b. Does not apply to:

(1) Bodily injury or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or

(1) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.

3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II — WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured,** includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2),** the limit for the cost of bail bonds is changed from $2,000 to $5,000; and
2. In **a.(4),** the limit for the loss of earnings is changed from $250 to $500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered **auto,** any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

a. $60 per day, in lieu of $20; subject to

b. $1,800 maximum, in lieu of $600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. $1,000 maximum, in lieu of $600.

D. Hired "Autos"

The following is added to **Section III. Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

a. Any covered **auto** you lease, hire, rent or borrow without a driver; and

b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.

c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or $75,000, whichever is less, minus a $500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.

d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos.**

e. Such physical damage coverage for hired **autos** will:

(1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

(2) Such coverage as is provided by this provision will be subject to a limit of $750 per **accident.**

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

F. Electronic Equipment

Section III, Paragraphs B.4.c and 6.4.d. are deleted and replaced by the following:

c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories

d. A $100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the **diminution in value** exclusion does not apply to:

a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.

c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.

d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:

(1) $5,000; or

(2) 20% of the **auto's** actual cash value (ACV).

III. Drive Other Car Coverage — Executive Officers

The following is added to **Sections II and III:**

1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:

a. An **auto** owned by that "executive officer" or a member of that person's household; or

b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos.**

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

(1) Equal to the greatest of those coverages afforded any covered **auto;** and

(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.:**

(4) Your employees may know of an accident or loss. This will not mean that you have such knowledge, unless such accident or loss is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to Section IV, Paragraph A.2.b.:

(6) Your employees may know of documents received concerning a claim or suit. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

A. Transfer Of Rights Of Recovery Against Others To Us

The following is added to Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an accident or loss.

B. Concealment, Misrepresentation or Fraud

The following is added to Section IV, Paragraph B.2.:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

C. Other Insurance

The following is added to Section IV, Paragraph B.5.:

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to Accident or Loss.

D. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.15).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

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

Workers Compensation and Employers Liability Insurance
Policy Endorsement

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

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

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

PREMIUM CHARGE - Refer to the Schedule of Operations

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

All other terms and conditions of the policy remain unchanged.

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

Umbrella – Additional Insured / Primary and Non-Contributory

Policy Number: 6045964169

Form No.: CNA75504XX (03-2015)

VI. Conditions, Q. Other Insurance

If the Insured is entitled to be indemnified or otherwise insured in whole or in part for any damages or defense costs by any valid and collectible other insurance for which the Insured otherwise would have been indemnified or otherwise insured in whole or in part by this Policy, the limits of insurance specified in the Declarations of this Policy shall apply in excess of, and shall not contribute to a claim, incident or such event covered by such other insurance.

With respect to **Coverage A – Excess Follow Form Liability** only, if:

a. the **Named Insured** has agreed in writing in a contract or agreement with a person or entity that this insurance would be primary and would not seek contribution from any other insurance available;

b. **Underlying Insurance** includes that person or entity as an additional insured; and

c. **Underlying Insurance** provides coverage on a primary and noncontributory basis as respects that person or entity;

then this insurance is primary to and will not seek contribution from any insurance policy where that person or entity is a named insured.

Policy Term: 8/1/2025 - 8/1/2026
Insurer: The Continental Insurance Company
Policy Number: 6045964169

W. Waiver of Rights of Recovery

The Insurer waives any right of recovery it may have against any person or organization because of payments the Insurer makes under this Policy if the **Named Insured** has agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. is in effect or becomes effective during the **policy period**; and
2. was executed prior to loss.

CPL ADDITIONAL INSURED ENDORSEMENT

III. DEFINITIONS

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

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

a. a written contract or agreement is in effect between the **Named Insured** and a client or project owner under which the **Named Insured** assumes the tort liability of the client or project owner to pay compensatory damages to a third party for a **pollution incident**;
b. such **pollution incident** is caused by the **Named Insured's** activities, or the activities of any person or entity for whom the **Named Insured** is liable; and
c. such written contract or agreement is executed prior to the **pollution incident**, and:

i. incorporates an enforceable indemnity provision pertinent to the **pollution incident**; or
ii. requires such client or project owner to be made an additional insured under the Policy that insures the **Named Insured** against **pollution incidents**.

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

CERTIFICATE(S) OF INSURANCE

[Certificate of Liability Insurance Shall Be Inserted Here]

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

Checklist: Certificate(s) of Insurance

*** Provided only as a courtesy ***

[See generally Section 7.3 Insurance for contract insurance requirements]

1.	All pages of the *Certificate of Liability Insurance* shall be attached. *See* lower right corner of certificate for *ex toto* pagination. E.g. Page 1 of 2
2.	Policy Effective and Expiration Dates (for each type of coverage) Policy **effective date** is ON or BEFORE Contract date, and Policy **expiration date** should extend at least 6 months into the future OR for the estimated project length, whichever is greater.
3.	Commercial General Liability [*See* Section 7.3.2] ☒ **Occurrence** Box is Checked ☒ **Per Project** Box is Checked for General Aggregate Limit.
4.	Business Automobile Liability [*See* Section 7.3.2] At a minimum each of the following boxes should be checked: ☒ Any Auto OR ☒ All Owned Autos, and ☒ Hired Autos, and ☒ Non-Owned Autos.
5.	Professional Errors and Omissions Liability [*See* Section 7.3.2]
6.	Commercial Umbrella / Excess Liability [*See* Section 7.3.2] ☒ Occurrence Box is Checked
7.	Workers Compensation and Employers Liability [*See* Section 7.3.2] ☒ WC Statutory Limits Box is Checked
	Look at the "Description of Operations . . . Special Provisions" Box. [*See* Section 7.4] [*See also* Section 7.6] Clearly indicate the **CITY** has been endorsed by using this language: "The City of Tyler (i.e. Certificate Holder) shall be named as Additional Insured as respects to Commercial General Liability, Commercial Umbrella / Excess Liability and Pollution Liability Insurance, if required, and shall have a Waiver of Subrogation as respects to Commercial General Liability, Business Automobile Liability, Professional Errors and Omissions Liability, Commercial Umbrella / Excess Liability and Workers' Compensation all as required by written contract subject to policy terms, conditions and exclusions. Coverage is primary, non-contributory as respects to General Liability and Auto as required by written contract."
8.	Clearly identify each policy's limits, flat & percentage deductibles, sub-limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
9.	Certificate Holder: [*See generally* Section 7.4] City of Tyler P.O. Box 2039 Tyler, TX 75710

ENDORSEMENTS

[Endorsements Shall Be Inserted Here]

*** ENDORSEMENT(S) REQUIRED**	
Name of Additional Insured Person(s) or Organization(s): City of Tyler P.O. Box 2039 Tyler, TX 75710	Location(s) of Covered Operations: Project [*insert project name*], Dated [*insert month and year of contract*].

E/A shall choose one of the three Endorsement Option stated below. All Endorsements shall be in the form required. All pages of the Endorsement(s) shall be attached.

COMMERCIAL GENERAL LIABILITY

E/A agrees to endorse the **CITY** as an "Additional Insured" on the Commercial General Liability with: [*Select Option 1, Option 2 or option 3 below*] [*See* Section 7.3.2 and 7.4]

Option 1	**FORM: CG 20 10 10 01** Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization **AND** **FORM: CG 20 37 07 04** Additional Insured – Owners, Lessees, or Contractors – Completed Operations
OR	
Option 2	**FORM: CG 20 10 07 04** Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization **AND** **FORM: CG 20 37 07 04** Additional Insured – Owners, Lessees, or Contractors – Completed Operations
OR	
Option 3	**FORM: GA 4113 11 99** Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization – Your Work **AND** **FORM: GA 233 02 07** Contractors' Commercial General Liability Broadened – with coverage for Completed Operations in conformance to specific written contract

COMMERCIAL UMBRELLA / EXCESS LIABILITY

E/A agrees to endorse the **CITY** as an "Additional Insured" under the Commercial Umbrella / Excess Liability as also provided herein. [*See* Section 7.3.2 and 7.4]

POLLUTION LIABILITY INSURANCE

♦ If applicable **E/A** agrees to endorse the **CITY** as an "Additional Insured" under the Pollution Liability Insurance as also provided herein. [See Section 7.3.2 and 7.4]

Exhibit E - Certificate of Interested Parties (Form 1295)

(If Required)

Check Here if this Section is NOT Used ☐

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1390198

Date Filed:
11/17/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Langan Engineering & Environmental Services LLC
Tyler, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Tyler

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

532061101
Engr design, RPR services, CA services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Exhibit F - Procedure for Correcting Construction Defects

Check Here if this Section IS Applicable to This Contract ☐

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

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

I. DEFINITIONS

A. **"Public Works"** projects, as defined in Tex. Gov. Code Ann., Sec. 2269.001 (6), are those related to constructing, altering, or repairing a public building or carrying out any public work.

B. **"Civil works"** projects, as defined in Tex. Gov. Code Ann., Sec. 2269.351 are those related to roads, streets, bridges, utilities, water supply projects, water plants, waste water plants, water distribution and wastewater conveyance facilities, desalination projects, wharves, docks, airport runways and taxiways, storm drainage, flood control projects and transit projects.

II. NOTIFICATION OF DEFECT

A. **ENGINEER/ARCHITECT SHALL NOTIFY OWNER IN WRITING OF ANY CONSTRUCTION DEFECT** of which the ENGINEER/ARCHITECT is aware, and which shall include any deficiency in the construction of an improvement to real property, including a deficiency in or arising out of the design, specifications, surveying, planning or supervision of the construction that is a result of:

i. The use of defective materials, products, or components in the construction;
ii. A violation of a building code applicable by law to the construction;
iii. A failure of the design of an improvement to real property to meet the professional standards of care applicable at the time of governmental approval of the design or as otherwise applicable if no governmental approval of the design was required or obtained; and/or
iv. A failure to perform the construction in accordance with the accepted trade standards for good and workmanlike construction.

B. The E/A's writing shall identify the specific construction defect, describe the present physical condition of the affected structure; and describe any modification, maintenance, or repairs to the affected structure made by the governmental entity or others since the affected structure was initially occupied or used.

III. PROCEDURE TO CORRECT CONSTRUCTION DEFECTS

A. Before bringing an action asserting a claim for a construction defect under this Agreement, the OWNER must provide a written report to each party with whom the OWNER has a contract for the design, construction or construction oversight of an affected structure by certified mail, return receipt requested.

i. The report shall clearly identify the specific construction defect(s) on which the claim is based, which shall include any deficiency in the construction of an improvement to real property, including a deficiency in or arising out of the design, specifications, surveying, planning, or supervision of the construction that is a result of:
   a. The use of defective materials, products, or components in the construction;
   b. A violation of a building code applicable by law to the construction;

c. A failure of the design of an improvement to real property to meet the professional standards of care applicable at the time of governmental approval of the design or as otherwise applicable if no governmental approval of the design was required or obtained; and/or

d. A failure to perform the construction in accordance with the accepted trade standards for good and workmanlike construction.

iii. The report shall clearly:

a. Identify the specific construction defect on which the claim is based;

b. Describe the present physical condition of the affected structure; and

c. Describe any modification, maintenance, or repairs to the affected structure made by the governmental entity or others since the affected structure was initially occupied or used.

B. OWNER shall allow each party with whom the OWNER has a contract for the design or construction of an affected structure and who is subject to the claim, and any known subcontractor or supplier who is subject to the claim a reasonable opportunity to inspect any construction defect or related condition identified in the report for a period of 30 days after receiving the report.

C. OWNER shall allow at least 120 days after the inspection to:

i. Correct any construction defect or related condition identified in the report; or

ii. Enter into a separate agreement with the governmental entity to correct any construction defect or related condition identified in the report.

D. OWNER is not required to allow a party to make a correction or repair under Subsection II.A. if:

i. the party:

a. Is a contractor and cannot provide payment and performance bonds to cover the corrective work;

b. Cannot provide liability insurance or workers' compensation insurance;

c. Has been previously terminated for cause by OWNER; or

d. Has been convicted of a felony; or

ii. OWNER previously complied with the process required by Subsection II.A. regarding a construction defect or related condition identified in the report and:

a. The defect or condition was not corrected as required by Subsection II.C.i. or by an agreement under Subsection II.C.ii.; or

b. The attempt to correct the construction defect or related condition identified in the report resulted in a new construction defect or related condition.

E. Recovery of Report Costs. If the report described in Subsection II.A. identifies a construction defect that is corrected or for which the OWNER recovers damages, the party responsible for that construction defect shall pay the reasonable amounts incurred by OWNER to obtain the report with respect to identification of that construction defect.

F. These provisions do not prohibit or limit the OWNER from making emergency repairs to the property as necessary to protect the health, safety, and welfare of the public or a building occupant.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-10

Date: December 10, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute a reconciliation change order that will increase the contract amount by $7,793.00 and release the final retainage payment in the amount of $12,379.85 to CRS Commercial Roof Specialists, Inc. for the construction of the Golden Road Water Treatment Plant Roof Replacement Project.

Item Reference:

The roof at the Golden Road Water Treatment Plant was nearing the end of its useful life and had developed leaks that were affecting the facility's operations and equipment. Routine inspections and maintenance indicated the need for a full replacement to protect the integrity of the structure and ensure continued safe operations of the plant.

The Golden Road Water Treatment Plant Roof Replacement Project was publicly advertised, and bids were opened on April 8, 2025. The Engineer and City staff reviewed the bids and recommended that the Construction Contract, in the amount of $241,303.90, be awarded to the lowest bidder, CRS Commercial Roof Specialist Inc. of Cedar Hill, Texas.

During construction, it was discovered that a section of the metal decking had collapsed, creating a hole that needed to be repaired. Tyler Water Utilities covered the cost of materials required to fix this section of the metal decking.

The initial project cost was $239,803.90. The project has been completed at $247,596.90 with an additional cost of $7,793.00(3.25%).

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to execute a reconciliation change order that will increase the contract amount by $7,793.00 and release the final retainage payment in the amount of $12,379.85 to CRS Commercial Roof Specialists, Inc. for the construction of the Golden Road Water Treatment Plant Roof Replacement Project.

Attachments:
Golden Water Treatment Pay App #1

Drafted/Recommended By:
Department Leader Nikki Ingram, P.E., Project Engineer/Kate Dietz, P.E., Director of Utilities

Edited/Submitted By:
City Manager

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: City of Tyler
PO Box 2039
Tyler, TX 75710

PROJECT: Golden Water Treatment Roof Project
2228 Golden Rd
Tyler, TX 75701

APPLICATION NO.: 1
APPLICATION DATE: 9/20/2025
PERIOD TO: 9/20/2025

DISTRIBUTION TO:
[X] OWNER
[ ] ARCHITECT
[ ] CONTRACTOR
[ ]

FROM: CRS Commercial Roof Specialists, Inc.
1062 KCK Way
Cedar Hill, TX 75104

Architect:

CONTRACT FOR: 25-019

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL			
Approved this Month			
Number	Date Approved		
1		$7,793.00	
TOTALS		$7,793.00	$0.00
Net change by Change Orders			$7,793.00

1	ORIGINAL CONTRACT SUM	$	239,803.90
2	Net Change by Change Orders	$	7,793.00
3	CONTRACT SUM TO DATE (Line 1+2)	$	247,596.90
4	TOTAL COMPLETED AND STORED TO DATE (Column G of Continuation Sheet)	$	247,596.90
5	RETAINAGE		
	a. 5% of Completed Work $ 12,379.85		
	b. 5% of Stored Material $		
	Total Retainage (Line 5a + 5b)	$	12,379.85
6	TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	235,217.06
7	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	0.00
8	CURRENT PAYMENT DUE	$	235,217.06
9	BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	$	12,379.85

The undersigned Contractor certifies that to the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

By: James Stewart Date: 9/20/25

State of: TEXAS County of:
Subscribed and sworn to me this day of , 20

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $

ARCHITECT:

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Tyler Development Center Roof Project

APPLICATION : 1
APPLICATION DATE : 9/20/2025
PERIOD TO : 9/20/2025

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN	TOTAL COMPLETE AND STORED TO DATE	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
1	Base Bid Materials	120,246.00		120,246.00		120,246.00	1.00	0.00	6,012.30
2	Base Bid Labor	87,303.00		87,303.00		87,303.00	1.00	0.00	4,365.15
3	LW Repair added to Contingency for walls								
4	Add 10% Contingency	20,754.90		20,754.90		20,754.90	1.00	0.00	1,037.75
5	Alt Cleaning 2000 Sq Ft of Brick	3,500.00		3,500.00		3,500.00	1.00	0.00	175.00
6	Alt Sealaing 2000 Sq Ft of Brick	3,500.00		3,500.00		3,500.00	1.00	0.00	175.00
7	Alt Tuck Pointing 2000 Sq Ft of Brick	4,500.00		4,500.00		4,500.00	1.00	0.00	225.00
	Sub-Total	239,803.90							
8	Add: Steel Deck Mat for repair & Wire Brushing	7,793.00		7,793.00		7,793.00			389.65
9	No Charge for lift repairs								
	TOTAL	247,596.90	0.00	247,596.90	0.00	247,596.90		0.00	12,379.85

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-11

Date: December 10, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute a construction contract with Rub-A-Dub Plumbing for the Lake Tyler/Lake Tyler East Boathouse Plumbing Inspection Project, in an amount $156,400.00.

Item Reference:

Lake Tyler and Lake Tyler East serve as vital water supply sources for the City of Tyler and surrounding communities. Around both lakes, there are approximately 170 privately-owned boathouses connected to various water and septic systems. These boathouses vary in age, construction type, and plumbing configurations.

To ensure public health and the integrity of the water supply, Tyler Water Utilities is initiating a comprehensive inspection of boathouse plumbing systems. The goal is to identify cross connection hazards, improper wastewater discharges, and non-compliance with current plumbing codes and City ordinances, and to generate detailed inspection reports for each property.

This initiative reflects Tyler Water Utilities' commitment to proactive infrastructure management and regulatory compliance. The inspection results will be used to inform property owners of necessary repairs and mitigate risks to the raw water supply.

A request for proposals was publicly advertised, and proposals were opened on October 28, 2025. Rub-A-Dub Plumbing was selected as the top candidate based on factors such as cost, experience, schedule, and the ability to meet project requirements.

The cost for conducting inspections is approximately $800.00 per boathouse, with a total of 170 boathouses identified that require plumbing inspections. Additionally, a contingency amount of $20,400 has been added to the contract to address any unforeseen circumstances. This brings the total cost of the contract to $156,400.00.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to execute a construction contract with Rub-A-Dub Plumbing for the Lake Tyler/Lake Tyler East Boathouse Plumbing Inspection Project, in an amount $156,400.00.

Attachments:
Rub-A-Dub Plumbing Proposal
Lake Tyler Boathouse Plumbing Inspection As-Read Results

Drafted/Recommended By:
Department Leader Nikki Ingram, P.E., Project Engineer/Kate Dietz, P.E., Director of Utilities

Edited/Submitted By:
City Manager

Rub-A-Dub Plumbing – References

TIN 26-3858720

Past Projects:

- **City of Athens – Elizabeth Borstad – 903.675.5131**
  - 09/2021 - $23,106.00 - 6" cast iron pipe repair and rehabilitation
  - 07/2024 - $16,888.00 – 6" cast iron pipe repair and rehabilitation
- **East Cedar Creek Fresh Water Supply District – James, GM – 903.887.7103**
  - 10/2021- $37,604.00 – 6"- 8" cast iron pipe rehabilitation
- **Solar Turbines – Mabank – 903.880.1233**
  - 01/2013 - $38, 960.05 – 500' of 6" schedule 40 PVC complete with 2HP lift station
- **Goodwill Industries of East Texas – Marlin Reed – 903.340.2032**
  - 03/2025 - $23,981.00 – 6" schedule 40 PVC replacement
- **Woodcreek Center Sewer Drain Rehabilitation – Sam Gurav, Owner – 903.534.1200**
  - 11/2023 - $120,229 – Repair sewer drains for commercial shopping center involving underground utilities.
- **Ameritex Property Management**
  - 06/2022 - $821,933.00 – New construction rough in, top out, and set out in homes located in Mabank, Tyler, and Longview, Texas.

- **Bank Reference**
  - Texas Bank and Trust | P.O. Box 3188 | Longview, TX 75606
    Cameron Robb | Business Development Officer, Treasury Management Services
    (903) 252-3122
- **Trade References**
  - Coburn's Tyler – 600 E Houston St, Tyler, TX 75702 – (903) 593-8491 – Andy/Justin
  - Groom & Son's – 1310 S. 3rd St, Mabank, TX 75147 – (903) 887-7581
  - Pro Star Rental – 13154 Hwy 155 S, Ste A., Tyler, TX 75703 – (903) 939-0286 - Larry
  - Underground Utility Supply – Longview/Tyler – (903) 787-8840 - Zack
- **Surety Company**
  - The Ohio Casualty Insurance Company
    1150 Brookside Ave Ste Q, Redlands, CA 92373
    - Kristina Mendoza | Kristina@stmooreinsurance.com
    - (909) 793-2151

******* NOTE *******

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

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

Section 3 INSTRUCTIONS TO BIDDERS

3.1 PROPOSAL FORM

The **CITY** will furnish bidders with proposal forms which state the general location and description of the contemplated Work, an approximate estimate of the materials to be furnished and/or Work to be done and upon which bid prices are asked, and the time in which the Work is to be completed. The ***Proposal*** form will provide a space for entering the amount of proposal guaranty.

3.2 EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF THE WORK

Bidders are advised that the plans, specifications, and other documents on file with the **CITY** will constitute all the information furnished by the **CITY**. Bidders are required, prior to submitting any bid package, to read the specifications, ***Proposal***, contract and bond forms carefully, to visit the site of the Work, to examine carefully local conditions, to inform themselves by their independent research, tests, and investigations of the difficulties to be encountered and assess for themselves the accessibility of the Work and all attending circumstances affecting the cost of doing the Work and time required for its completion, and obtain all information required to make an intelligent bid. No information given by the **CITY** or any officials thereof, other than that shown on plans and contained in the specifications, ***Proposal*** and other documents, will be binding upon the **CITY**. Bidders must rely exclusively upon their own estimates, investigations, tests, and other data which are necessary for full and complete information upon which the bid may be based. It is mutually agreed that submission of a bid package is evidence that the bidder has made the examinations, investigations, and tests required herein. Should a bidder find discrepancies in, or omissions from the plans, specifications or other documents, or be in doubt as to their meaning, the bidder should notify the **CITY** immediately and obtain a clarification prior to submitting any bid package. Claims for additional compensation due to variations between conditions actually encountered in construction and as indicated by the plans will not be allowed.

3.3 PRE-BID CONFERENCE

If a Pre-Bid Conference is scheduled, it will be set a minimum of four (4) working days prior to the bid opening time. If attendance at the Pre-Bid Conference is mandatory due to the size or nature of the project, bidders must attend to ensure their understanding of the project scope as well as the **CITY'S** bidding and contracting requirements; a bidder's absence from a mandatory Pre-Bid Conference shall result in disqualified from bidding.

3.4 ADDENDA

Should a bidder find discrepancies in, or omissions from the plans or specifications or other contract documents, or should he be in doubt as to their meaning, he should at once notify the Project Designer in order that a written addendum may be sent to all bidders. Bidders desiring further information or interpretations must make request for such information to the Project Designer prior to four (4) working days before the time of the bid opening. The person submitting the request will be responsible for its prompt delivery. Appropriate clarification and addenda will be issued at least forty-eight (48) hours prior to the time of the bid opening. Answers to all such requests will be given in writing to all bidders, in addendum form, and all addenda will be bound with and made a part of the contract documents. No other explanation or interpretation will be considered official or binding. Any addenda issued will be mailed, faxed or delivered to each person to whom a set of such documents has been furnished and receipt of same must be

acknowledged by noting the addendum number and date of receipt of said addenda in the space provided on the ***Proposal*** form. The proposal, as submitted by the **CONTRACTOR**, will be so constructed as to include any addenda if such are issued by the Project Designer (prior to forty-eight (48) hours of the bid opening).

3.5 QUANTITIES IN PROPOSAL FORM

The quantities of the Work and materials set forth in the ***Proposal*** form or on the plans approximately represent the Work to be performed and materials to be furnished, and are for the purpose of comparing the bids on a uniform basis. Payment will be made by the **CITY** to the **CONTRACTOR** only for the actual quantities of Work performed or materials furnished in accordance with the plans and specifications, and it is understood that the quantities may be increased or decreased as provided for in Section 16.13.2 "Estimated Quantities", without in any way invalidating the bid prices.

3.6 UNIT PRICES

Unit prices written in words will be the basis for the award of the proposal. Unit prices are used by the **CITY** in scheduling interim payments to the **CONTRACTOR**. The unit price written in words, multiplied by the estimated bid quantity, will be used to determine the item extension and the actual total bid price. All mathematical errors found when the bids are tabulated will be corrected by the **CITY**, and the bids will be revised to reflect the correct item extension and/or total bid price. The corrected total bid amount will then become the official proposal for that **CONTRACTOR**. All bidders will be notified of any errors in their bid, and will be notified and given the opportunity to review the official bid tabulation prior to award recommendation.

The unit prices shown in the proposals must be balanced to reflect actual cost of the item, including a fair and reasonable cost for overhead and profit. If the unit price is considered to be unbalanced, the **CITY** reserves the right to reject the entire proposal. If required by the **CITY**, the **CONTRACTOR** must provide documentation to substantiate that the unit prices reflect fair and reasonable material costs, labor costs, overhead and profit, as determined by industry standards.

3.7 PROJECT COMPLETION TIME

Project completion time will be established according to the requirements of the ***Proposal***. The amount bid for the contract will adequately represent the effort required to complete the project within the specified time on the ***Proposal***.

3.8 ASSIGNMENT AND SUBCONTRACTING

The **CONTRACTOR** will retain full control and will give personal attention to the fulfillment of this contract and will not assign by Power of Attorney or otherwise without the written consent of the **CITY**.

The **CONTRACTOR** may utilize the services of specialty subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty subcontractors. However, the **CONTRACTOR** shall not employ any subcontractor against whom the **CITY** may have a reasonable objection.

The **CONTRACTOR** must perform, with the **CONTRACTOR'S** own forces, at least thirty percent (30%) of the total contract, based on unit bid prices, unless this requirement is waived by the **CITY**.

Subcontracting any portion or feature of the Work, or materials required in the performance of this contract, shall not relieve the **CONTRACTOR** from his full obligations to the **CITY**, as provided by this AGREEMENT. The **CONTRACTOR** will be fully responsible to the **CITY** for the acts and omissions of subcontractors, and of persons either directly or indirectly employed by them, as the **CONTRACTOR** is for the acts and omissions of persons directly employed by the **CONTRACTOR**.

The **CONTRACTOR** must cause appropriate provisions to be inserted in all subcontracts relative to the Work, to bind subcontractors to the **CONTRACTOR** by the terms of the contract documents, insofar as applicable to the Work of the subcontractors, and to give the **CONTRACTOR** the same power as regards to terminating any subcontract that the **CITY** may exercise over the **CONTRACTOR** under any provision of the contract documents.

In the event that a portion of the Work is subcontracted, the **CITY** will not recognize such subcontractors in supervision of the construction or in making monthly payments for Work accomplished. The **CONTRACTOR** shall be primarily responsible for all Work, and shall receive all payments. Nothing contained in this contract shall create any contractual relation between any subcontractor and the **CITY**.

3.9 OUT-OF-STATE CONTRACTORS

All out-of-state **CONTRACTORS** are required to submit with their bid package a copy of any law from their state of residence which would give a preference to **CONTRACTORS** domiciled in their state over out-of-state **CONTRACTORS**.

3.10 NON-DISCRIMINATORY EMPLOYMENT

The City Council adopted on October 21, 1975, a Resolution requiring non-discriminatory employment by persons who contract with the **CITY** to supply labor, materials, goods, or services to the **CITY**. A copy of the latest City Manager's ***Policy Statement On Equal Employment Opportunity*** shall be included in the contract documents and is on file in the City Clerk's Office. The **CONTRACTOR** and **CONTRACTOR'S** subcontractors or agents must not engage in any discriminatory employment practices.

3.11 WAGE RATES

Wage rates for the various classes of labor involved in the project shall be not less than those prevailing for each class of labor in this area. Time and one-half shall be paid all workers, whether skilled or semi-skilled, for all labor done in excess of forty (40) hours weekly. The inclusion, if any, of a schedule of minimum wage does not relieve the **CONTRACTOR** from responsibility to comply with any State or Federal wage law that may be applicable.

The **CONTRACTOR** shall deduct from all workers' wages social security, withholding tax, and all deductions required by law and shall not make any deductions other than those required or authorized by law.

3.12 PROPOSAL GUARANTY (BID BOND)

Bidders must submit an acceptable Cashier's or Certified Check upon a national or state bank in the amount of five percent (5%) of the total maximum bid payable without recourse to the City of Tyler, Texas, or an acceptable ***Bid Bond*** in the same amount from a reliable surety company,

registered by the State Board of Insurance to conduct business in the State of Texas, and acceptable according to the most recent list of the companies holding Certificates of Authority from the Secretary of the Treasury of the United States, shown on the Treasury List, as a guarantee that the bidder will enter into a contract. The proposal guaranty must be enclosed in the same envelope containing the bid package. Bid packages without the required enclosed check or ***Bid Bond*** will not be considered. All proposal guaranties will be returned un-negotiated, after the bids are opened, except those of the three (3) lowest bidders, which the **CITY** may elect to hold until the successful bidder has executed the contract.

3.13 PREPARATION OF PROPOSAL

The bidder has the option of either submitting the proposal on the forms furnished by the **CITY** in the contract documents, or submitting a computer print-out proposal in lieu of the **CITY'S** ***Proposal*** form.

Preparation of Proposal on forms supplied by CITY:

All blank spaces in the form must be correctly filled in and the bidder must state the prices, typed or written in ink, both in words and numerals, for which the bidder proposes to do the Work contemplated or furnish the material required. It will be the bidder's responsibility to ensure that all unit prices written in words will be clear and legible. Illegibly written unit prices will result in the proposal being rejected and will not be considered as an irregularity of the proposal. In case of a discrepancy between the unit price written in words, the unit price written in figures, and/or the item extension written in figures, the unit price written in words will govern.

The Total Bid Price must be shown in both numbers and words.

Acknowledgement of all addenda, typed name and title of person signing proposal, authorized signature and date shall also be included.

Preparation of Proposal on computer print-out supplied by bidder:

The computer print-out proposal shall be in spreadsheet format, using software of the bidder's selection. As a minimum, a computer print-out must include the following information: Bid Item Number, Approximate Quantities, Unit of Measure, Bid Item Description, Written Unit Price, Unit Bid Price, Extended Price (Amount), as well as Total Bid Price. Line items must be in the same order as on the **CITY'S** ***Proposal*** form (see example below).

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount

The Total Bid Price must be shown in both numbers and words.

Acknowledgement of all addenda, typed name and title of person signing proposal, authorized signature and date shall also be included.

All computer print-out proposals shall be delivered, in hard copy (i.e. no fax or e-mail submittals) to the designated location, at or before the designated time and include the following certification:

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

Typed Name: Brent McDonald
Title: Owner | President
Signature:
Date: 10/28/2025

3.14 SIGNATURE REQUIREMENTS OF PROPOSAL

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

3.15 FILING OF BID PACKAGES

No bid package will be considered unless it is received in the Purchasing Office, 304 North Border, Tyler, Texas 75702, Attention: Purchasing Manager within the time limit for receiving bid packages as stated in the advertisement. Each bid package must be in a sealed envelope, plainly marked with the word "proposal", and the project name and time and date the bid package is to be opened as designated in the ***Notice to Bidders***.

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

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

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

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

(i.e., not public streets, drainage or utilities) are not required to have a ***Contractor's Qualification Statement*** on file or include it as part of the bid package unless required by a City Operational Department. Other information from the **CONTRACTOR** such as company history, relevant work experience, project references, etc. may be required in lieu of the ***Contractor's Qualification Statement***.

3.16 WITHDRAWING OR MODIFYING BID PACKAGES

A bidder may withdraw a bid package provided a written request to do so is in the hands of the official indicated in the ***Notice to Bidders*** by the time set for opening of bid packages. A bidder may change the unit prices in the proposal provided a written request to do so is in the hands of the Purchasing Agent prior to the time set for opening of bid packages. Requests by telephone or FAX for changes in bid prices or for withdrawal of bid packages will not be considered. No bid packages will be withdrawn within sixty (60) calendar days after the bid opening.

3.17 OPENING BID PACKAGES

The bid package filed with the Purchasing Agent will be opened at the time stated in the ***Notice to Bidders*** and publicly read aloud, and will thereafter remain on file with the **CITY**. Bidders or their agents are invited to be present.

3.18 IRREGULAR PROPOSALS

Proposals will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, the **CITY** reserves the right to waive any irregularities and to make the award in the best interests of the **CITY**.

3.19 DISQUALIFICATION OF BIDDERS

Bidders may be disqualified and their bid package not considered for any of the following specific reasons:

1. Reason to believe collusion exists among the bidders.
2. The bidder is in arrears on any existing contract or has defaulted on a previous contract.
3. The bidder is interested in any litigation against the **CITY**.
4. Uncompleted Work which in the judgment of the **CITY** will prevent or hinder the prompt completion of additional Work if awarded.
5. Poor performance in the execution of Work under previous contracts.
6. The bidder is determined to have an unacceptable safety record.
7. Incomplete bid packages (*see* Section 3.15, "Filing of Bid Packages").
8. Proposals in which prices are obviously unbalanced (*see* Section 3.6, "Unit Prices").
9. Proposals which are irregular (*see* Section 3.18, "Irregular Proposals").
10. **CONTRACTORS** not qualified to perform this Work, as determined by the **CITY**.
11. **CONTRACTOR** is not on **CITY'S** Approved Contractors List or ***Contractor's Qualification Statement*** is not on file with the **CITY** prior to bid opening nor included as part of the bid package.
12. Failure to have an authorized agent of the bidder at a Pre-Bid Conference, when attendance is mandatory.

3.20 CONSIDERATION OF PROPOSALS

After bid packages are opened, the proposals will be tabulated for comparison on the basis of the

bid prices and quantities shown in the proposal.

3.21 CITY MAY REJECT BID PACKAGES

Until final award of the contract, the **CITY** reserves the right to reject any or all bid packages, to waive technicalities, and to re-advertise for new bids, or proceed to do the Work otherwise in the best interests of the **CITY** (TEX. LOC. GOV'T CODE ANN. §252.043(f); §271.027(a)).

3.22 AWARD OF CONTRACT

After all submitted bid packages have been opened and read aloud, the proposals submitted will be reviewed and tabulated in order from low to high bid. Upon request, a copy of the tabulation will be forwarded to each bidder submitting a qualified bid package.

The award of the contract, if it is awarded, will be to the lowest responsible bidder in accordance with the ***General Conditions***. The tabulated bids, along with the recommendation of the Project Designer shall be placed on the agenda of a regularly scheduled City Council Meeting within sixty (60) calendar days of bid opening.

If the contract is awarded, it will be awarded to the lowest responsible bidder, but the contract may not be awarded to a bidder who is not the **lowest bidder** unless before the award, the **CITY** gives notice to each lower bidder of the proposed award and each lower bidder is given an opportunity to appear before the City Council, or the designated representative of the City Council, and present evidence concerning the bidder's responsibility. TEX. LOC. GOV'T CODE ANN. § 271.027. Notification of the City Council action will be issued to the affected bidders.

3.23 RETURN OF BIDDER'S BOND

As soon as bid prices have been tabulated for comparison of bids, the **CITY** may, at its discretion, return the proposal guaranties accompanying the bid packages which, in its judgment, would not be considered in the award; all other proposal guaranties will be retained by the **CITY** until the required contract and bonds have been executed, after which they will be returned. No proposal guaranties will be returned until at least two (2) calendar days have elapsed from time of opening bid packages.

3.24 SUBMISSION OF POST BID INFORMATION

Upon request by the **CITY**, the selected bidder must, within seven (7) calendar days thereafter, submit the following:

1. A designation of the Work to be performed by the bidder with the bidder's own forces.
2. A list of names of the subcontractors or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for such portions of the Work as may be designated in the bidding documents or, if no portions are so designated, the names of the subcontractors proposed for stated portions of the Work.

The bidder will be required to establish to the satisfaction of the Project Designer and the **CITY** the reliability and responsibility of the proposed subcontractors to furnish and perform such portions of the Work. Prior to the award of the contract, the Project Designer will notify the bidder in writing if either the **CITY** or the Project Designer, after due investigation, has reasonable and substantial objection to any person or organization on such list. Subcontractors and other persons and organizations proposed by the bidder and accepted by the **CITY** and the Project Designer must

be used on the Work for which they were proposed and accepted and will not be changed except with the written approval of the **CITY** and the Project Designer.

3.25 CONTRACT BONDS

The **CONTRACTOR** is required, pursuant to TEX. GOV'T CODE ANN. § 2253.021, and/or the ***Standard Form of Agreement*** to execute all bonds before commencing the work. The contract shall not be in effect until **CONTRACTOR** executes the AGREEMENT and files with the **CITY** a good and sufficient ***Statutory Performance and Maintenance Bond*** **and** ***Payment Bond*** (when applicable) or ***Payment Bond*** on standard forms and in the amount equal to one hundred percent (100%) of the total amount of the contract. Such bonds are furnished by the **CONTRACTOR** and approved by the **CITY**.

A ***Performance and Maintenance Bond and Payment Bond*** shall be required for contract amounts in excess of one hundred thousand dollars ($100,000).

Payment Bond shall be required for all projects regardless of value.

Within fifteen (15) calendar days after written notification of the award of the contract, the **CONTRACTOR** shall submit ***Statutory Performance and Maintenance Bond and Payment Bond*** (when applicable) or ***Payment Bond*** to **CITY** on standard forms as required by the AGREEMENT.

3.26 INSURANCE

CONTRACTOR agrees, at its sole expense, to maintain on a primary basis during the life of the Contract and the performance of Work, required insurance coverages, limits, and endorsements. Insurance required by the AGREEMENT for the **CITY** as additional insured shall be primary insurance and not contributing with any other insurance available to **CITY**.

CONTRACTOR agrees to provide evidence of the required coverages at execution of contract. In the event the **CONTRACTOR** performs any site work, other than testing, then all the insurance required will need to be evidenced prior to commencement of said site work.

3.27 EXECUTION OF CONTRACT

The person(s), partnership, company, firm, association or corporation to whom a contract is awarded must, within fifteen (15) calendar days after receipt of the contract, sign the necessary agreements entering into the required contract with the **CITY**. No contract will be binding on the **CITY** until it has been approved by the City Attorney, executed by the City Manager, attested by the City Clerk, and delivered to the **CONTRACTOR**.

3.28 FAILURE TO EXECUTE CONTRACT

The failure of the bidder to execute the required bonds or to sign the required contract within fifteen (15) calendar days after receipt of the contract will be considered by the **CITY** as an abandonment of the proposal and the **CITY** may annul the award. By reason of the uncertainty of the market prices of materials and labor, and it being impracticable and difficult to determine accurately the amount of damages accruing to the **CITY** by reason of said bidder's failure to execute said bonds and contract within said fifteen (15) calendar days, the proposal guaranty accompanying the proposal will be the agreed amount of damages which the **CITY** will suffer by reason of such failure on the part of the bidder, and will thereupon immediately be forfeited to the

CITY. The filing of a bid package will be considered as an acceptance of this provision.

3.29 BEGINNING OF WORK

The **CONTRACTOR** will not begin Work until notified in writing by the **CITY** to do so.

Section 4 POLICY STATEMENT ON EEO

Edward Broussard
City Manager

The City of Tyler
Office of the City Manager
P.O. Box 2039
Tyler, Texas 75710-2039

Phone: (903) 531-1250
Fax: (903) 531-1166
www.cityoftyler.org

POLICY STATEMENT ON EQUAL EMPLOYMENT OPPORTUNITY

The City of Tyler takes positive steps to maintain and promote equal opportunity for all individuals. The following policy statement is to keep you advised of the commitment of the City of Tyler, Texas, toward equal employment opportunity and to ensure that none of its personnel policies, procedures, or practices unlawfully discriminate against any individual.

You are urged to share this commitment in your employment practices and procedures.

Need for a policy

Equal opportunity for all people without regard to race, color, religion, sex, age, disability, national origin or other protected status, is part of the American ideal. Local governments, as a mirror of public policy, can make vital contributions toward this ideal by taking affirmative action to provide equal employment opportunities for all.

Statement of Policy

It is the policy of the City to recruit, employ and to provide compensation, promotion and other conditions of employment without regard to race, color, religion, sex, age, national origin, disability, genetic information or status as a Vietnam era or special disabled veteran, recently separated veteran, and other protected veteran. The City affirms that employment decisions shall be made only on the basis of a person's ability to perform the essential functions of the job. The City shall continually review its employment practices and personnel procedures and take positive steps to ensure that equality of employment opportunity in the City of Tyler, Texas is a fact as well as an ideal.

Application

Susan Steen (ssteen@tylertexas.com) (903-533-2050), has been designated as EEO Coordinator, with authority and responsibility to develop and recommend strategies to ensure the achievement of the intent of the Policy. This Policy shall be uniformly applied by all levels of management in every department, work unit, and other component of the City.

Responsibility

Each Department Leader and Supervisor is responsible for the application of this Policy within his/her component. This includes all supporting programs and practices developed in accordance with this Policy. All employees of the City are responsible for cooperating with any reviews, investigations, and other activities initiated within the framework of this Policy. To achieve ultimate effectiveness in the application of this Policy, the cooperation, support and commitment of every employee is essential.

Edward Broussard
City Manager

3/22/2024 **Form 2-1** **Page 1 of 1**

25-036 City of Tyler Lake Tyler and Lake Tyler East Boathouse Plumbing Inspections

BID ITEM	QTY	UNITS	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	170	EA	Boathouse Plumbing Inspection per RFP plans and specifications	$800.00	$136,000.00
				eight hundred dollars zero cents	
2	1	LS	Allowance for inspection contingency per RFP	$20,400.00	$20,400.00
				twenty thousand four hundred dollars zero cents	

TOTAL BID PRICE $156,400.00
one hundred fifty six thousand four hundred dollars
zero cents

Submitted by:
A+ Professor of Plumbing, Inc. dba Rub-A-Dub Plumbing

Brent McDonald
Owner/President
(903) 340-2412
bmcdonald@rubadubplumbing.com
info@rubadubplumbing.com

Section 5 PROPOSAL

[Insert Proposal Here]

Section 6 BID BOND

Check Here if this Section is NOT Used ☐

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

THAT, _____ [*contractor*], as **PRINCIPAL**, and _____ [*surety*], as **SURETY**, acknowledge their indebtedness and are held and firmly bound unto the City of Tyler (**CITY**), Texas in Smith County, as **OBLIGEE**, in the amount of

_____ [*insert figure using written words*], ($_____) [*insert numerical figure*] payable to the City of Tyler, Texas for the payment of which, the said **PRINCIPAL** (Contractor) and **SURETY** bind themselves, and their heirs, administrators, executors, successors, legal representatives, and assigns, jointly and severally, firmly by these presents.

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

City of Tyler Bid Number	Enter COT bid number here
Project Name	Enter project name here

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

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

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

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

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

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

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

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

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

Signed this _____ day of _____, 20_____.

BOND NUMBER: _____

PRINCIPAL (Contractor)	**SURETY**
_____	_____
Printed Name of Principal	Printed Name of Surety
_____	_____
_____	_____
Physical Address	Physical Address
_____	_____
_____	_____
Mailing Address	Mailing Address
_____	_____
Telephone Number	Telephone Number
By: _____	**By:** _____
Signature	Signature
_____	_____
Title	Title
	SURETY'S SEAL:

Liberty Mutual. SURETY

POWER OF ATTORNEY

The Ohio Casualty Insurance Company

Principal: A+ Professor of Plumbing DBA: Rub-A-Dub Plumbing
Agency Name: SAINT-MOORE INSURANCE AGENCY
Obligee: City of Tyler, Tyler Water Utilities
Bond Number: BID-0032846
Bid Bond Amount: (5% of Bid Amount) Five Percent of Bid Amount

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint **Timothy A. Mikolajewski** in the city and state of **Seattle, WA**, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 28th day of October, 2025.

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

The Ohio Casualty Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY ss

On this 28th day of October, 2025, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 28th day of October, 2025.

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Washington
County of King)

On 28th October 2025 before me, Kiana M. Pumphrey Notary Public
(insert name and title of the officer)

personally appeared Timothy A. Mikolajewski,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

KIANA M PUMPHREY COMMISSION EXPIRES NOTARY PUBLIC 07-05-2027 STATE OF WASHINGTON

Signature Kiana M. Pumphrey (Seal)

Liberty Mutual. SURETY

Bid Bond

CONTRACTOR:
(Name, legal status and address)
A+ Professor of Plumbing DBA: Rub-A-Dub Plumbing
13213 State Hwy 155, STE A
Tyler, TX 75703

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

PO Box 2039
Tyler, TX 75710

SURETY:
(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

MAILING ADDRESS FOR NOTICES:
Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

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

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

BOND AMOUNT: 5% of Bid Amount Five Percent of Bid Amount

PROJECT:
(Name, location or address, and Project number, if any)
Inspection of approx 170 boathouses to identify plumbing deficiencies, cross-connections, and code violations

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

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

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

Signed and sealed this 28th day of October, 2025.

(Witness)

A+ Professor of Plumbing DBA: Rub-A-Dub Plumbing
(Contractor as Principal) *(Seal)*

(Witness) Kiana M. Pumphrey

The Ohio Casualty Insurance Company
(Surety)

(Title) Timothy A. Mikolajewski, Assistant Secretary

Boathouse Plumbing Inspection Project Schedule

Project Summary

This schedule outlines the timeline for the Boathouse Plumbing Inspection project, set to begin on March 2, 2026. The project involves inspections of 170 boathouses on Lake Tyler and Lake Tyler East, with an estimated rate of 6 inspections per week. The schedule includes a detailed breakdown of weekly progress milestones to assist in planning and execution.

Timeline Overview

Start Date: March 2, 2026
End Date: September 18, 2026
Total Duration: 202 calendar days
Total Weeks: 29 weeks
Total Inspections: 170 boathouses

Weekly Progress Milestones

Week	Dates	Estimated Inspections
Week 1	Mar 2 – Mar 6	6
Week 2	Mar 9 – Mar 13	6
Week 3	Mar 16 – Mar 20	6
Week 4	Mar 23 – Mar 27	6
Week 5	Mar 30 – Apr 3	6
Week 6	Apr 6 – Apr 10	6
Week 7	Apr 13 – Apr 17	6
Week 8	Apr 20 – Apr 24	6
Week 9	Apr 27 – May 1	6
Week 10	May 4 – May 8	6
Week 11	May 11 – May 15	6
Week 12	May 18 – May 22	6
Week 13	May 25 – May 29	6
Week 14	Jun 1 – Jun 5	6
Week 15	Jun 8 – Jun 12	6
Week 16	Jun 15 – Jun 19	6
Week 17	Jun 22 – Jun 26	6
Week 18	Jun 29 – Jul 3	6
Week 19	Jul 6 – Jul 10	6
Week 20	Jul 13 – Jul 17	6
Week 21	Jul 20 – Jul 24	6
Week 22	Jul 27 – Jul 31	6
Week 23	Aug 3 – Aug 7	6
Week 24	Aug 10 – Aug 14	6
Week 25	Aug 17 – Aug 21	6
Week 26	Aug 24 – Aug 28	6
Week 27	Aug 31 – Sep 4	6
Week 28	Sep 7 – Sep 11	6
Week 29	Sep 14 – Sep 18	2

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1381711

Date Filed:
10/27/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
A+ PROFESSOR OF PLUMBING DBA RUB-A-DUB PLUMBING
TYLER, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
CITY OF TYLER

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
25-036
LAKE TYLER AND LAKE TYLER EAST BOATHOUSE PLUMBING INSPECTIONS

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Brent McDonald, and my date of birth is 06/02/1976.

My address is 10194 County Road 118, Bullard (city), TX (state), 75757 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Smith County, State of Texas, on the 28 day of October (month), 25 (year).

B. L. McDonald

Signature of authorized agent of contracting business entity
(Declarant)

Rub-A-Dub Plumbing – References

TIN 26-3858720

Certificate of Liability Insurance Summary

Reference Summary for A+ Professor of Plumbing, Inc. DBA Rub-A-Dub Plumbing

1. General Liability

Provider: HDI Global Insurance Company

Policy Number: HDI55CL0744354

Limits:

- Each Occurrence: $1,000,000
- Damage to Rented Premises: $100,000
- Medical Expense: $5,000
- Personal & Advertising Injury: $1,000,000
- General Aggregate: $2,000,000
- Products/Completed Operations Aggregate: $2,000,000

Endorsements:

- Additional Insured
- Waiver of Subrogation
- Primary & Non-Contributory

2. Automobile Liability

Provider: HDI Global Insurance Company

Policy Number: HDI55CL0744354

Limits:

- Combined Single Limit: $1,000,000

Coverage Types:

- Any Auto
- Owned
- Scheduled
- Hired
- Non-Owned

Endorsements:

- Additional Insured
- Waiver of Subrogation

3. Excess/Umbrella Liability

Provider: Burlington Insurance Company

Policy Number: 097BE11717

Limits:

- Each Occurrence: $5,000,000
- Aggregate: $5,000,000

Form Type: Occurrence

4. Workers' Compensation & Employers' Liability

Provider: Texas Mutual Insurance Company

Policy Number: 0002109316

Limits:

- Each Accident: $1,000,000
- Disease – Policy Limit: $1,000,000
- Disease – Each Employee: $1,000,000

Endorsements:

- Blanket Waiver of Subrogation
- 30-Day Notice of Cancellation

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

Rub-A-Dub Plumbing – References

DATE (MM/DD/YYYY) 8/14/2025

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

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

PRODUCER

Arthur J. Gallagher Risk Management Services, LLC
17900 Chenal Pkwy Ste 100

Little Rock AR 72223

CONTACT Rebecca Flores
PHONE 9365640354 FAX (A/C, No):
E-MAIL rebecca_flores@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: HDI Global Insurance Company	41343
INSURER B: Burlington Insurance Company	23620
INSURER C: Texas Mutual Insurance Company	22945
INSURER D:	
INSURER E:	
INSURER F:	

INSURED APROFES-02

A+ Professor of Plumbing, Inc.
DBA Rub-A-Dub Plumbing
13213 State Highway 155 S
Tyler TX 75703

COVERAGES **CERTIFICATE NUMBER:** 465211959 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC			HDI55CL0744354	4/15/2025	4/15/2026	EACH OCCURRENCE DAMAGE TO RENTED MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			HDI55CL0744354	4/15/2025	4/15/2026	COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			097BE11717	7/31/2025	4/15/2026	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y/N	N/A		0002109316	4/15/2025	4/15/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000

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

The **** is included as an Additional Insured including ongoing and completed operations as respects General Liability and granted Additional Insured as respects Auto Liability. Granted Waiver of Subrogation as respects to General Liability, Auto, and Workers' Compensation all as required by written contract subject to policy terms, conditions and exclusions. Coverage is primary and non-contributory as respects General Liability and Auto as required by written contract." Policies are endorsed to provide (30) days Notice of Cancellation to the certificate holder shown below.

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Rub-A-Dub Plumbing – References

TIN 26-3858720

Brent McDonald, Owner/President	Licenses & Certifications
OSSF Installer II	OS0031648
OSSF Maintenance Provider	MP0001980
OSSF Site Evaluator	OS0034408
Journeyman Plumber	40004
Responsible Master Plumber	38248
Customer Service Inspector	CI0011270
NASSCO - PACP/LACP/MACP	P0045977-022024
ITCP-CIPP	C0046929-032024
NuFlow NuDrain Platinum Certified	

Field Team Licenses & Certifications:

Employee	License Type	License #
Chad McDonald	Master Plumber	19020
Clint Tarkington	Plumber's Apprentice	139277
Ernest Akin	OSSF Apprentice	OS0034908
	OSSF Maintenance Technician	MT0001506
	Journeyman Plumber	55716
Jordan Sanchez	Tradesman Plumber	8758
	OSSF Maintenance Technician	MT0002528
	NuFlow NuDrain Platinum Certified	
	NASSCO - PACP/LACP/MACP	
Michael Witherspoon	OSSF Apprentice	OS0034907
	OSSF Maintenance Technician	MT0002333
	Journeyman Plumber	55279
Micheal Wagner	Plumber's Apprentice	97862
	Residential Utility Installer	
	NuFlow NuDrain Platinum Certified	
Troy Holloway	Plumber's Apprentice	164259
	NuFlow NuDrain Platinum Certified	
	OSSF Apprentice	OS0039200
	OSSF Maintenance Technician	MT0002410

Section 2 NOTICE TO BIDDERS

[Insert Notice to Bidders Here]

COPY

Section 1 ADDENDA

[Insert Addenda Here If Applicable]

Purchasing Department
Bid "As Read Results"

City of Tyler Bid No. / Description / Managing Department: 25-036 RFP for Lake Tyler Boathouse Plumbing Inspection Project / Engineering N. Ingram

Date Opened: October 28, 2025

	Vendor	Vendor	Vendor	Vendor	Vendor
	Rub-a-dub Plumbing	J+J comercial services			
Unit Cost					
Total	156,400.00	212,500.00			
Bid Bond					
Addenda					
Base Bid	136,000				
Alternate 1	20,400				
Alternate 2					
Alternate 3					
Alternate 4					
Base Bid + Alternates					

Purchasing Personnel in attendance:

Purchasing Manager

Signature: _____

Purchasing Agent

Signature: _____

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-12

Date: December 10, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute a contract amendment in the amount of $15,000.00, with KSA Engineers, Inc., for additional services related to the Charleston Lift Station Rehabilitation project.

Item Reference:

In 2017, Tyler Water Utilities (TWU) entered into a Consent Decree with the Environmental Protection Agency (EPA) to address the City's aging wastewater collection system and resulting discharges. The City's lift stations and force mains are included in the wastewater collection system. The Charleston Lift Station Rehabilitation project provided necessary rehabilitation and improvements at the City of Tyler's Charleston Lift Station. These improvements included the installation of new submersible pumps, wet well repairs and rehabilitation, site piping improvements, site and access improvements, fencing improvements, replacement of deteriorated electrical and controls, and installation of an automatic transfer switch and natural gas standby generator. The project was bond funded.

In June of 2025, there was a sewer main break in the creek at the Wildwood Apartments located at 1909 Shiloh Road, Tyler Texas. A contract amendment was made for the contractor to complete the repair and restore the creek bed. This contract amendment includes construction administration services related to the emergency sewer main repair.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute a contract amendment in the amount of $15,000.00, with KSA Engineers, Inc., for additional services related to the Charleston Lift Station Rehabilitation project.

Attachments:
Engineering Agreement Amendment 1
Exhibit C (Amendment 1)

Drafted/Recommended By:
Department Leader Nikki Ingram, P.E./Kate Dietz, P.E., Director of Utilities

Edited/Submitted By:
City Manager

KSA
a Pape-Dawson company

6781 Oak Hill Boulevard
Tyler, TX 75703
903.581.8141

November 12, 2025

Ms. Nikki Ingram, P.E.
Project Engineer
City of Tyler
511 W. Locust St.
Tyler, TX 75702

via email

RE: ***City of Tyler***
Charleston Lift Station Improvements
KSA Project No. 102062
Engineering Agreement Amendment 1

Dear Ms. Ingram:

The purpose of this letter is to propose an amendment to the Engineering Agreement (between KSA Engineers, Inc. and City of Tyler, effective date of April 21, 2023) for the referenced project to perform additional services that are not currently contracted.

The Engineering Agreement contracted "Construction Administration" services related to construction associated with the project. As outlined in Exhibit C of the Engineering Agreement, the contracted "Construction Administration" services were based on an assumed construction period of 150 consecutive calendar days. Contract Time for this project began Monday, June 24, 2024, and the Final Walkthrough was held Thursday, June 5, 2025, resulting in 346 consecutive calendar days. The Contractor further assisted with an emergency creek crossing repair after the Final Walkthrough of the original project scope and was completed with Work on September 30, 2025, resulting in 463 calendar days.

As a result, Amendment 1 is proposing the following revisions to the Engineering Agreement:

- Modify Exhibit C to increase Construction Administration services contract amount from $37,500.00 to $52,500.00.

Thank you for the continued opportunity to provide services related to this project. Please feel free to call or respond with any questions, comments, or concerns.

Sincerely,

KSA Engineers, Inc.

Whitney R. Rivers

Whitney R. Rivers, P.E.
Project Manager

Accepted:

City of Tyler

_____

Edward Broussard
City Manager

Exhibit C
Fee Summary
Charleston Lift Station Improvements
Amendment 1
KSA Contract No. 102062

FEE SUMMARY

Engineering Fees: The Amendment's project scope and cost are in addition to, and do not replace, the original project scope and costs. All of the terms and conditions contained in the Agreement for the additional work, not specifically excluded in Exhibit A, are applicable to the work procured by the Agreement. The fees for the scope of services described above is as follows:

Phase	Original Contract (102063)	Amendment 1	Total Project Contract
Preliminary Design	$70,000.00	-	$70,000.00
Final Design	$47,000.00	-	$47,000.00
Bidding	$10,000.00	-	$10,000.00
Construction Administration[2]	$37,500.00	$15,000.00	$52,500.00
Part-Time Resident Project Representative[2,3]	$53,500.00	-	$53,500.00
Electrical Power System Studies	$7,500.00	-	$7,500.00
Reimbursable Expenses[1]	$2,000.00	-	$2,000.00
Design Survey[1]	$10,000.00	-	$10,000.00
Property Owner Coordination[1]	$5,000.00	-	$5,000.00
Right-Of-Way Agent[1]	$7,500.00	-	$7,500.00
Total	**$250,000.00**	**$15,000.00**	**$265,000.00**

Notes:

1. Compensation shall be billed monthly for Engineer's services based on time charged by each category at the hourly rates or subconsultant charges (if any). Hourly rates paid to the Engineer shall be adjusted annually to match the Engineer's Schedule of Hourly Fees effective at the time the Work is provided.
2. Construction Administration and Part-Time Resident Project Representative assumes a construction period of 150 consecutive calendar days. ENGINEER's work on these phases beyond the construction period will be billed at hourly rates.
3. Part-Time Resident Project Representative budget is based upon 20 hours per week for the assumed duration of the construction period.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-13

Date: December 10, 2025

Subject: Request that the City Council consider adoption of an Ordinance amending Tyler City Code Chapter 3, Civil Service Classification Plan by amending the Civil Service Classification Plan and the number of authorized Civil Service positions for Fiscal Year 2025-2026.

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

AMENDMENT OF CIVIL SERVICE CLASSIFICATION PLAN TO ESTABLISH THE NUMBER OF AUTHORIZED POLICE AND FIRE CIVIL SERVICE POSITIONS FOR FISCAL YEAR 2025-2026

The attached Ordinance has been prepared for the City Council to consider formal approval of amendments to the Civil Service Classification Plan and the number of authorized Civil Service positions within the Police Department and Tyler Fire Department in accordance with Chapter 143 of the Texas Local Government Code. Changes in the police department will be absorbed as part of its fiscal year 2025-2026 budget.

The Civil Service classifications were last updated on April 9, 2025. This ordinance amendment reflects changes made to positions in the Tyler Police Department. The change includes the addition of one Lieutenant position and a decrease of one Police Recruit position. The new Lieutenant position is a result of reorganization occurring in anticipation of the opening of our new Police Training Center. The new Lieutenant will manage most equipment purchases, the Property & Evidence Unit, building and fleet maintenance, and will perform a quartermaster function for department assets. There are no changes to the current Fire Department classifications and positions.

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

RECOMMENDATION:

It is recommended that the City Council approve the attached Ordinance amending Tyler City Code Chapter 3, Civil Service Classification Plan and number of Authorized Civil Service positions for Fiscal Year 2025-2026.

Attachments:
2025.12.10 - Civil Service Classification Plan ordinance

Drafted/Recommended By:
Department Leader Jimmy Toler, Chief of Police

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2025-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AMENDING CHAPTER 3 OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS, "PERSONNEL/CIVIL SERVICE/TMRS", ARTICLE III., "CIVIL SERVICE FOR FIREFIGHTERS AND POLICE OFFICERS", DIVISION 2, "CLASSIFICATION PLAN", AMENDING THE CIVIL SERVICE CLASSIFICATION PLAN AND NUMBER OF AUTHORIZED CIVIL SERVICE POSITIONS FOR FISCAL YEAR 2025-2026; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

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

Sec. 3-43. Classification plan adopted.
The following is adopted as the classification plan for Tyler Civil Service employees.

Police Department Classifications	FY 2023-2024 # of Positions	FY 2023-2024 # of Positions	FY 2024-2025 # of Positions	FY 2024-2025 # of Positions	**(updated) FY 2025-2026 # of Positions**
Assistant Police Chief I, II, III, IV	3	3	3	3	**3**
Police Lieutenant I, II, III, IV	8	8	8	8	**9**
Police Sergeant I, II, III, IV	27	28	28	29	**29**
Police Officer – Recruit, I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV	163	162	164	163	**162**
TOTALS	**201**	**201** * One Sergeant added; one Recruit removed	**203** * Two Police Recruits added	**203** * One Sergeant added; one Recruit removed	**203** * One Lieutenant added; one Recruit removed

Fire Department Classifications	FY 2023-2024 # of Positions	FY 2023-2024 # of Positions	FY 2024-2025 # of Positions	FY 2024-2025 # of Positions	**(updated) FY 2025-2026 # of Positions**
Assistant Fire Chief I, II, III, IV	2	2	2	2	**2**
Fire Battalion Chief I, II, III, IV	7	7	7	7	**7**
Fire Senior Captain	16	17	17	17	**17**
Fire Captain I, II, III, IV	27	26	26	26	**26**
Fire Driver/Engineer I, II, III, IV	43	43	43	43	**43**
Firefighter – Recruit, I, II, III, IV, V, VI, VII, VIII, IX, X, XI	73	73	74	73	**73**
TOTALS	**168** *Six Fire Recruits converted to Promoted Positions for Sta. 10	**168** *One Senior Captain added; one Captain removed	**169** *Adding one temporary authorized firefighter position to be deleted 30 days after promotional completion.	168 * Temporary authorized Firefighter position deleted on 1/24/2025	**168**

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

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

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

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

PASSED AND APPROVED this the 10th day of December, A.D., 2025.

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

A T T E S T:

APPROVED:

CASSANDRA BRAGER, CITY CLERK

DEBORAH G. PULLUM,
CITY ATTORNEY

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-14

Date: December 10, 2025

Subject: Request that the City Council consider authorizing the City Manager to award Mansfield Service Partners the primary vendor for bid 26-003 Annual Price for Bulk Fluids and Oils, Offen Petroleum as secondary vendor, and Petro Choice as third awarded vendor.

Item Reference:

On November 12th, 2025, the City of Tyler Vehicle Services Department (VES) closed bid 26-003 Annual Price Agreement for Bulk Fluids and Oils. This bid includes lubricants, coolant, diesel exhaust fluid, waste oil/filter removal, oil and lubricant analysis. The City of Tyler had a total of four vendors respond to this bid. The vendors were Mansfield Service Partners (local vendor), Petro Choice (current vendor), Offen Petroleum, and Safety Kleen.

Mansfield Service Partners submitted the lowest overall bid that meets all bid specifications. VES staff found the bid to be both reasonable and responsive to all line items of the bid.

The contract will be for FY 25/26 with (2) two additional year options, FY 26/27 and FY 27/28, if both parties agree to all renewals.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to award Mansfield Service Partners the primary vendor for bid 26-003 Annual Price for Bulk Fluids and Oils, Offen Petroleum as secondary vendor, and Petro Choice as third awarded vendor.

Attachments:
bulk oil bid tabulation 26-003

Drafted/Recommended By:
Department Leader Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

Group 1 – Bulk 15w40 Synthetic blend – Cummins Equivalent	Mansfield local vendor	PertroChoice not local add 5%
Brand of oil	Emerald CK-4 15w40	Dynaplex 21c dexol 15w40 CK4
Price per gallon **full load**	7.29 per gallon	9.89 gal
Price per gallon **partial load (specify amount)**		10.38 gal
Delivery fee (if any)		
State tax (if any) per gallon		0.04
Ground water tax (if any) per gallon		
Additive (if any) per gallon		
Terms of sale – days to payment		
Late fee (if any)		

Group 2 – Bulk 5w30 diesel Full Synthetic – 2021 Mack trucks MP8-EOS5 or equivalent	Mansfield local vendor	PertroChoice not local add 5%
Brand of oil	Shell Rotella Ultra T6 MV 5w30	Castrol Vecton 5w30 ck4
Price per gallon **full load**	23.16 per gallon	22.62 gal
Price per gallon **partial load (specify amount)**	1273.80 per drum	23.751 gal
Delivery fee (if any)		
State tax (if any) per gallon		0.04
Ground water tax (if any) per gallon		
Additive (if any) per gallon		
Terms of sale – days to payment		
Late fee (if any)		

Group 3 – Drum 10w30 Diesel Synthetic blend Premium grade (FA-4/ FE-4) or compatible (not compatible with CK4)	Mansfield local vendor	PertroChoice not local add 5%
Brand of oil	Shell Rotella Ultra 10w30 FA-4	Durazol 10w30 DPLX FA4
Price per gallon **full load**	18.74 per gallon	10.58 gal
Price per gallon **partial load (specify amount)**	1030.94 per drum	11.109 gal
Delivery fee (if any)		
State tax (if any) per gallon		0.04
Ground water tax (if any) per gallon		
Additive (if any) per gallon		
Terms of sale – days to payment		
Late fee (if any)		

Group 4 – Bulk 0W-20 Full Synthetic Dexos Gen 3 SQ approval or equivalent	Mansfield local vendor	PertroChoice not local add 5%
Brand of oil	Emerald 0W20 GF-6A dex 1 gen 3	Medallion Plus Full SYN Dexos 0w20
Price per gallon **full load**	7.59 per gallon	11.53 gal
Price per gallon **partial load (specify amount)**		11.6065 gal
Delivery fee (if any)		
State tax (if any) per gallon		0.04
Ground water tax (if any) per gallon		
Additive (if any) per gallon		
Terms of sale – days to payment		
Late fee (if any)		

Group 5 - Bulk 5w20 Full Synthetic Dexos Gen 3 SQ approval or equivalent	Mansfield local vendor	PertroChoice not local add 5%
Brand of oil	Emerald 5w20 GF-6A Dex1 Gen3	Medallion plus full SYN 5w30
Price per gallon **full load**	7.70 gal	11.03 gal
Price per gallon **partial load (specify amount)**		11.5815 gal
Delivery fee (if any)		
State tax (if any) per gallon		0.04
Ground water tax (if any) per gallon		
Additive (if any) per gallon		
Terms of sale – days to payment		
Late fee (if any)		

Group 6 – Bulk 5w30 Full Synthetic Dexos Gen 3 SQ approval or equivalent	Mansfield local vendor	PertroChoice not local add 5%
Brand of oil	Emerald 5e30 GF-6A Dex1 Gen3	Medallion plus full SYN Dexos 5w30
Price per gallon **full load**	7.70 gal	11.53 gal
Price per gallon **partial load (specify amount)**		11.6065 gal
Delivery fee (if any)		
State tax (if any) per gallon		
Ground water tax (if any) per gallon		
Additive (if any) per gallon		
Terms of sale – days to payment		
Late fee (if any)		

Group 7 – Bulk AW46 – premium Grade 5000 hour oil	Mansfield local vendor	PertroChoice not local add 5%
Brand of oil	Emerald Premium AW46	DPLX Cursa HYD ISO 46

Price per gallon **full load**	5.74 gal	6.51 gal
Price per gallon **partial load (specify amount)**		6.8355 gal
Delivery fee (if any)		
State tax (if any) per gallon		0.04
Ground water tax (if any) per gallon		
Additive (if any) per gallon		
Terms of sale – days to payment		
Late fee (if any)		

Group 8 – Bulk MV32 (Multi viscosity) premium grade 5000 hour oil	Mansfield local vendor	PertroChoice not local add 5%
Brand of oil	Shell Tellus S2 VX 32 premium	DPLX CURSA MF Light
Price per gallon **full load**	10.05 gal	8.62 gal
Price per gallon **partial load (specify amount)**		9.051 gal
Delivery fee (if any)		
State tax (if any) per gallon		
Ground water tax (if any) per gallon		
Additive (if any) per gallon		
Terms of sale – days to payment		
Late fee (if any)		

Group 9 – Bulk AW68 (non-synthetic)premium grade 5000 hour oil	Mansfield local vendor	PertroChoice not local add 5%
Brand of oil	Emerald Premium AW68	DPLX 21C CURSA ISO68
Price per gallon **full load**	6.88 gal	8.45 gal
Price per gallon **partial load (specify amount)**		8.8725 gal
Delivery fee (if any)		
State tax (if any) per gallon		
Ground water tax (if any) per gallon		
Additive (if any) per gallon		
Terms of sale – days to payment		
Late fee (if any)		

Group10 – Bulk Auto transmission fluid Full Synthetic must have allison TES668 and Ford ULV approvals	Mansfield local vendor	PertroChoice not local add 5%
Brand of oil	Emerald ATF668	Dynaplex 21CSynzol EXT HD ATF
Price per gallon **full load**	20.27 gal	25.12 gal
Price per gallon **partial load (specify amount)**		26.376 gal
Delivery fee (if any)		

State tax (if any) per gallon		
Ground water tax (if any) per gallon		
Additive (if any) per gallon		
Terms of sale – days to payment		
Late fee (if any)		

Group 11– Drum Red Molly Grease Synthetic blend GCLB approval or equivalent	Mansfield local vendor	PertroChoice not local add 5%
Brand of oil	Emerald hi-temp red mp	Dynaplex 21C Hi Tac #2
Price per gallon **full load**	1455.60 per drum	1356.30 per drum
Price per gallon **partial load (specify amount)**		1424.115 drum
Delivery fee (if any)		
State tax (if any) per gallon		
Ground water tax (if any) per gallon		
Additive (if any) per gallon		
Terms of sale – days to payment		
Late fee (if any)		

Group 12 – Bulk 75w90 Synthetic blend GOJ Plus / GL5 Limited Slip MT1	Mansfield local vendor	PertroChoice not local add 5%
Brand of oil	Emerald FS75W90	Dynaplex 21csynzol 75w90
Price per gallon **full load**	15.39 gal	26.08 gal
Price per gallon **partial load (specify amount)**		27.384 gal
Delivery fee (if any)		
State tax (if any) per gallon		
Ground water tax (if any) per gallon		
Additive (if any) per gallon		
Terms of sale – days to payment		
Late fee (if any)		

Group 13 – Drum 50/50 Nitrite free red Coolant backward compatible all vehicles	Mansfield local vendor	PertroChoice not local add 5%
Brand of oil	Shell Rotella ELC NF 50/50	ECO ULTRA NF ELC 50/50
Price per gallon **full load**	6.62 gal	7.69 gal
Price per gallon **partial load (specify amount)**	364.10 drum	423.13 drum
Delivery fee (if any)		444.2865 drum
State tax (if any) per gallon		
Ground water tax (if any) per gallon		
Additive (if any) per gallon		
Terms of sale – days to payment		
Late fee (if any)		

Group 14 - Drum 50/50 ready-to-use extended life coolant (red)	Mansfield local vendor	PertroChoice not local add 5%
Brand of oil	Shell Rotella ELC 50/50	Defendal HD ELC 50/50
Price per gallon **full load**	6.49 gal	8.72 gal
Price per gallon **partial load (specify amount)**	356.95 drum	480.07 drum
Delivery fee (if any)		504.0735 drum
State tax (if any) per gallon		
Ground water tax (if any) per gallon		
Additive (if any) per gallon		
Terms of sale – days to payment		
Late fee (if any)		

Group 15 – Drum 50/50 ready-to-use for any vehicle (yellow)	Mansfield local vendor	PertroChoice not local add 5%
Brand of oil	Major Brands 50/50	ECO Ultra 50/50 All Makes/ models
Price per gallon **full load**	6.19 gal	6.22 gal
Price per gallon **partial load (specify amount)**	340.25 drum	324.12 drum
Delivery fee (if any)		340.326 drum
State tax (if any) per gallon		
Ground water tax (if any) per gallon		
Additive (if any) per gallon		
Terms of sale – days to payment		
Late fee (if any)		

Group 16 – Bulk DEF Fluid	Mansfield local vendor	PertroChoice not local add 5%
Brand of DEF	Nox Guard	Bulk Def
Price per gallon **full load**	1.70 gal	1.66
Price per gallon **partial load (specify amount)**		1.743 gal
Delivery fee (if any)		
State tax (if any) per gallon		
Ground water tax (if any) per gallon		
Additive (if any) per gallon		
Terms of sale – days to payment		
Late fee (if any)		
	8	3
Used oil, coolant, filters	0	0
Oil Samples	0	0

Primary vendor Mansfield oil
Secondary vendor Offen Petroleum

Offen Petroleum Not local add 5%	Safety Kleen Not local add 5%
Performance edge syn blend CK4 15w40	performance plus
9 gal	8.25 gal
9.45 gal	8.6625 gal

Offen Petroleum Not local add 5%	Safety Kleen Not local add 5%
Petro Canada duron advanced 5w30	no bid
20.88 gal	
21.92 gal	

Offen Petroleum Not local add 5%	Safety Kleen Not local add 5%
Petro Canada duron advanced 10w30	performance plus
18.79 gal	8.50 gal
19.7295 gal	8.925 gal

Offen Petroleum Not local add 5%	Safety Kleen Not local add 5%
Pure Guard FS dexos gen 3 0w20	Performance plus
9.95 gal	8.10 gal
10.4475 gal	8.50 gal

Offen Petroleum Not local add 5%	Safety Kleen Not local add 5%
Pure guard FS dexos gen3 5w20	performance plus
9.95 gal	8.10 gal
10.4475 gal	8.505 gal

Offen Petroleum Not local add 5%	Safety Kleen Not local add 5%
pure guard FS Dexos gen3 5w30	performance plus
10 gal	8.10 gal
10.50 gal	8.505 gal

Offen Petroleum Not local add 5%	Safety Kleen Not local add 5%
performance edge hydraulic aw46	performance plus

5.41 gal	6.50 gal
5.6805 gal	6.8250 gal

Offen Petroleum Not local add 5%	Safety Kleen Not local add 5%
petro canada hydrex mv32	no bid
11.78 gal	
12.369 gal	

Offen Petroleum Not local add 5%	Safety Kleen Not local add 5%
performance edge hydraulic aw68	performance plus
5.84 gal	7.10 gal
6.132 gal	7.455 gal

Offen Petroleum Not local add 5%	Safety Kleen Not local add 5%
petro canada duradrive hd668	no bid
24.96 gal	
26.208 gal	

Offen Petroleum Not local add 5%	Safety Kleen Not local add 5%
mystik JT hi temp	no bid
1370.25 per drum	
1438.7625 drum	

Offen Petroleum Not local add 5%	Safety Kleen Not local add 5%
performance edge syn 75w90	performance plus
15.50 gal	17.50 gal
16.275 gal	18.7350 gal

Offen Petroleum Not local add 5%	Safety Kleen Not local add 5%
peak final charge pro series NF	performance plus
6.53 gal	6.27 gal
359.31 drum	344.85 drum
377.2755 drum	362.0825 drum

Offen Petroleum Not local add 5%	Safety Kleen Not local add 5%
PEAK FINAL CHARGE PRO SERIES RED OAT	performance plus
6.53 gal	6.64 gal
359.51 DRUM	365.20 drum
377.4855 drum	383.46 drum

Offen Petroleum Not local add 5%	Safety Kleen Not local add 5%
PRESTONE ALL MAKES MODELS	performance plus
5.72 gal	5.96 gal
315 DRUM	327.80 drum
330.75 drum	491.70 drum

Offen Petroleum Not local add 5%	Safety Kleen Not local add 5%
KLEEN DEF	performance plus
1.65	2.35 gal
1.7325 gal	2.4675
4	1
0	
0	

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-15

Date: December 10, 2025

Subject: Request that the City Council consider authorizing the City Manager to purchase one Isuzu chassis from local vendor Hall Truck Center through TIPS Contract # 230802 (chassis only) for a purchase price of $61,355.64.

Item Reference:

The fleet replacement program budgets for departments to replace their vehicles on a regular schedule, particularly those with mileage and/or maintenance cost expectations. After meeting with the Solid Waste Department, it was decided that the body used to deliver carts was still in very good shape, but the chassis needed replaced on unit 15309. Vehicle Services decided to purchase a new chassis and have the body swapped to the new chassis. Vehicle Services met with local dealers to see the availability of a chassis that met the specs necessary to facilitate the swap. Holt Truck Group had one unit that was too big for the application, priced at $81,545.00. Hall GMC did not have a unit large enough to carry the weight. Hall Truck Center has one Isuzu NPR-HD in stock and available for immediate swap of the body. TIPS Contract # 230802 for a total cost, including the body swap, of $61,355.64.

Funds available from VES account 640-0661-641-2604.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to purchase one Isuzu chassis from local vendor Hall Truck Center through TIPS Contract # 230802 (chassis only) for a purchase price of $61,355.64.

Attachments:
isuzu body swap for city of Tyler

Drafted/Recommended By:
Department Leader Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

PURCHASE QUOTE

HALL TRUCK CENTER
5721 Hwy 31 W., Tyler TX 75712
903-592-6151

TIPS CONTRACT # 230802

VENDOR ID 9950

Date: November 17, 2025

Salesperson: Dave Hall

Purchaser: CITY OF TYLER

Co-Purchaser:

Address

City/State/Zip:

Email:

Res. Phone:

Bus. Phone:

VEHICLE	NEW ☑ USED ☐	Year: 2024	Make: Isuzu	Model: NPR HD	Body Type: body swap	Engine: 6.6 gas	Stock No.: TBD
	COLOR: White		TRIM:		SERIAL OR ENGINE NO.: 54DC4W1D1RS215941		
	LICENSE:		Tab Expiration:		E-		MILEAGE AT DELIVERY: 200
TRADE-IN	YEAR:	MAKE:		MODEL:		PRICE	$ 61,355.64
	VIN#:			MILES:		TRADE IN	
	LICENSE:						
	PAYOFF TO:						

Pricing includes:		
SWAP CUSTOMERS EXISTING BODY TO NEW CHASSIS		
	NET SALES PRICE	$ 61,355.64
	6.25% STATE SALES TAX	$ -
	TITLE & LICENSE	
	DOCUMENTARY FEE	$ -
	MIC - CPP	
	DOT INSPECTION	
	VEHICLE INVENTORY TAX	$ -
	TOTAL CASH PRICE	$ 61,355.64
	CASH DOWN	$ -
	UNPAID CASH BALANCE DUE	$ 61,355.64

AS BUYER OF THE ABOVE DESCRIBED VEHICLE I UNDERSTAND AND AGREE THAT THE SELLER MAY MAKE A PROFIT ON THE SALE OF THE VEHICLE, ANY ADD-ON EQUIPMENT, INSURANCE PRODUCT, FINANCING, WARRANTY OR SERVICE CONTRACT, REPAIR, OR ANY OTHER PRODUCT OR SERVICE SOLD BY SELLER

Notice to the buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this agreement. (3) If you default in the performance of your obligation under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

Privacy Notice - By signing this Order, Purchaser is requesting dealer to share all credit and personal information furnished to dealer by us on behalf with banks, leasing companies, financing compainies, and insurance companies. Please note: This statement does not take the place of a regular Privacy Notice.

WARNING - Unless a change is included in this agreement for Public Liability or Property Damage Insurance, payment for such coverage is not provided by this agreement.

Accepted_____

THIS ORDER IS NOT VALID UNLESS ACCEPTED BY DEALER OR SALES MANAGER

"The printer makes no warranty, express or implied, as to content or fitness for purpose of this form. consult your legal counsel"

The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the couty tax assessor-collector, is not a tax imposed on the consumer by the government, and is not required to be charged by the dealer to the consumer.

The front and back of this order comprise the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever, will be recognized. I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature.

RECEIPT OF A FILLED-IN COPY OF THIS AGREEMENT IS HEREBY ACKNOWLEDGED BY PURCHASER AND I FURTHER AGREE THAT I HAVE READ UNDERSTAND AND ACCEPT ALL PROVISIONS OF THE MANUFACTURER'S WARRANTY STATEMENT COVERING THE NEW VEHICLE I AM ORDERING.

Purchaser's Signature_____

Purchaser's Signature_____

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-16

Date: December 10, 2025

Subject: Request that the City Council consider authorizing the City Manager to purchase one (1) 96" mower for Parks department for $51,499.09 and one (1) 36" mower for Code Enforcement for $13,328.99 from Kinloch Equipment Sourcewell contract 031121-GNR for a total purchase of $64,828.08.

Item Reference:

The fleet replacement program budgets for departments to replace their vehicles on a regular schedule, particularly those with mileage and/or maintenance cost expectations. After meeting with the Parks department, Parks scheduled a demo of a Mean Green 96" electric mower, and Parks decided they would like to purchase this unit to better maintain the ball fields at Faulkner Park. The total price including the 220-amp charger is $51,499.09. After meeting with Code Enforcement, it was decided unit 14552 needed to be replaced due to maintenance issues. Code Enforcement has a demo of a Mean Green 36" electric mower and have decided to get this unit through Sourcewell contract 031121-GNR for a purchase price of $13,328.99 with a 220-amp charger. Total purchase cost for both mowers will be $64,828.08 funded through account 640-0661-641-26-04.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to purchase one (1) 96" mower for Parks department for $51,499.09 and one (1) 36" mower for Code Enforcement for $13,328.99 from Kinloch Equipment Sourcewell contract 031121-GNR for a total purchase of $64,828.08.

Attachments:
mean green mowers quote

Drafted/Recommended By:
Department Leader Stan Stoffregen

Edited/Submitted By:
City Manager

Contract 12/10/25

Kinloch
Equipment & Supply, Inc.

www.kinlochequip.com
Ph. 713-473-6213 Fax: 713-473-7858
By: Dane Clarke Cell: 727-729-0255
email: dane.clarke@kinlochequip.com

96" EVO
City of Tyler

3320 Pasadena Blvd, Pasadena, TX 77503

MEANGREEN ELECTRIC MOWERS

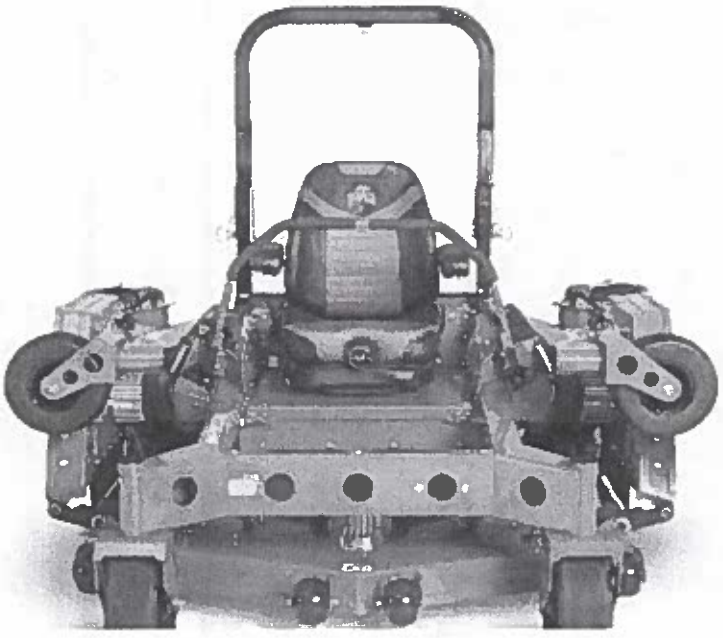
Parks

QUOTATION

96" EVO ELECTRIC ZERO TURN MOWER — **10/22/2025**

96" EVO Electric Mower, Mulching Rear Discharge, 44 kWh Battery, Up to 8 hrs Continuous

ELECTRIC MOWER	PRICE	Qty	Extended
96" EVO	$48,749.99	1	$48,749.99
CHARGER			
220V 105A Charger	$1,799.10	1	$1,799.10
FREIGHT	$950.00	1	$950.00
		SUBTOTAL	$51,499.09
		8.25% SALES TAX	
		TOTAL	**$51,499.09**



* Image is for illustration purposes only.

PROPOSAL NOTES:

1. Prices quoted herein are firm until 11.22.25.
2. Prices quoted herein are from Sourcewell Contract # 031121-GNR. City of Tyler # 33152.
3. Payment terms are net due upon delivery.

Kinloch
Equipment & Supply, Inc.

3320 Pasadena Blvd, Pasadena, TX 77503

www.kinlochequip.com
Ph. 713-473-6213 Fax: 713-473-7858
By: Dane Clarke Cell: 727-729-0255
Email: dane.clarke@kinlochequip.com

36" Fury
City of Tyler
attn: Deb Schreck

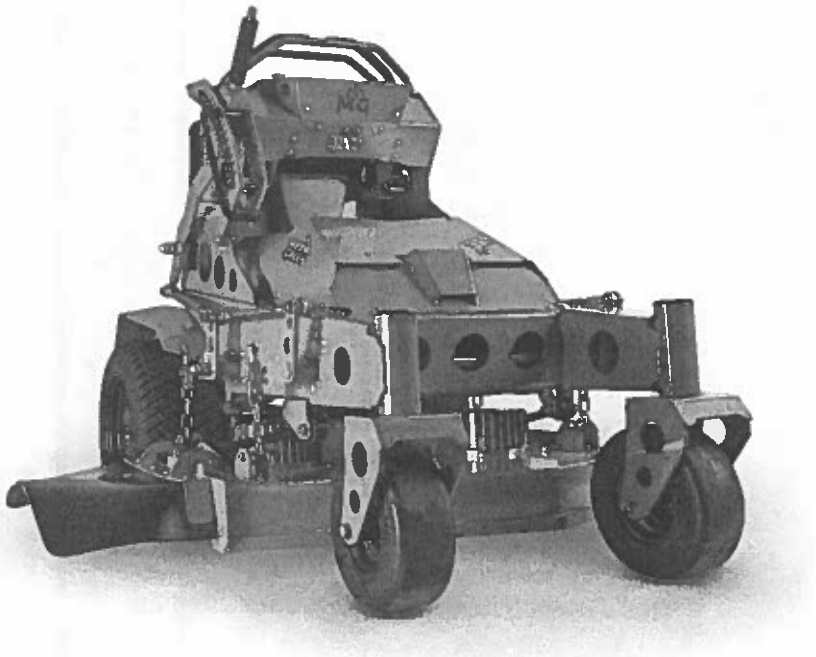
MEANGREEN
ELECTRIC MOWERS

QUOTATION

36" FURY REAR **10/15/2025**

36" Fury Electric Mower, Mulching Side Discharge, 11 kWh Battery Up to 7 Hours Continuous

ELECTRIC MOWER	PRICE	Qty	Extended
Fury 36" model # FUR36S110	$12,000.00	1	$12,000.00
CHARGER			
220V 35A Charger model # MGELC127-1	$593.99	1	$593.99
FREIGHT	$735.00	1	$735.00
		SUBTOTAL	$13,328.99
		8.25% SALES TAX	
		TOTAL	**$13,328.99**



*** Image is for illustration purposes only**

PROPOSAL NOTES:

1. Prices quoted herein are firm until 11.15.25.
2. Prices quoted herein are from Sourcewell Contract # 101221-VTR. City of Tyler # 33152.
3. Payment terms are net due upon delivery.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-17

Date: December 10, 2025

Subject: Request that the City Council consider adopting a Resolution agreeing to the sale of certain tracts of land located at 501 E ERWIN ST, TYLER, TX 75702-7400 & 509 E ERWIN within the Tyler city limits and owned by taxing entities including the City of Tyler.

Item Reference:

The City of Tyler has contracts with Smith County to provide tax collection services for the City. Smith County also contracts with a private law firm to provide delinquent tax collection work for many Smith County taxing entities. One of the services provided by that law firm is to sell certain properties from time to time upon which a delinquent tax judgment has been entered. The purpose of such a sale is both to receive any money that might be obtained from a new buyer, but also to place the properties back on the tax rolls. Sometimes, however, there just is no bidder at such sales or the bid is so low that it is not in the taxing entities' interests to accept the bid.

This request is from the taxing entities' law firm, and it concerns tracts, which were previously offered at a tax sale, but became the property of the taxing entities because there were either no bids or insufficient bids. Since the date of the tax sale, potential buyers have come forward, and in order for such sale to be authorized, the governing bodies of all involved taxing entities must consent to the sale. This type of sale arrangement is permitted under Section 34.05 of the Texas Property Tax Code.

The properties involved in this request along with details on when Judgments were taken, Judgment amounts, and other costs, prior owners, current bids and bidders, are set out in Exhibit "A" of the Resolution.
The distribution of proceeds from such sales are governed by Sections 34.06 and 34.02 of the Property Tax Code and provide as follows:

"Section 34.02 Distribution of Proceeds.

(a) The proceeds of a tax sale shall be applied first to the payment of costs. The remainder shall be distributed to all taxing units participating in the sale in satisfaction of the taxes, penalties, and interest due each.

(b) If the proceeds are not sufficient to pay the costs and taxes, penalties, and interest due all participants in the sale, each participant is entitled to a share of the proceeds after payment of costs in an amount equal to the proportion its taxes, penalties, and interest bear to the total amount of taxes,

penalties, and interest due all participants in the sale.

(c) If the sale is pursuant to foreclosure of a tax lien, the officer conducting the sale shall pay any excess proceeds after payment of all costs and of all taxes, penalties, and interest due all participants in the sale to the clerk of the court issuing the order of sale.

(d) If the sale is pursuant to seizure of personal property, the officers conducting the sale shall distribute any excess of proceeds as provided by law for excess proceeds in the case of execution."

A representative of the law firm of Linebarger Goggan Blair & Sampson, LLP., of Tyler, Texas will be present to answer questions regarding this tax sale.

RECOMMENDATION:

It is recommended that the City Council adopt a Resolution authorizing the sale of certain tracts of land located at 501 E ERWIN ST & 509 E ERWIN within the City of Tyler city limits and owned by taxing entities including the City of Tyler.

Attachments:
27,735-A Resolution CITY OF TYLER (Tyson House)

Drafted/Recommended By:
Department Leader Deborah Pullum, City Attorney

Edited/Submitted By:
City Manager

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
1517 West Front Street
Suite 202
Tyler, Tx 75702

Main: 903-597-2897

May _____, 2025

Email: *Candice.Dillon@lgbs.com*
Direct: 903-597-2897

Deborah G. Pullum, City Attorney
City of Tyler
212 N. Bonner
Tyler, Texas 75702

RE: Agenda Item(s): SUIT NO. 27,735-A: CITY OF TYLER, ET AL VS. JUAN GONZALEZ, ET AL

Dear Mrs. Pullum:

Enclosed for the earliest Tyler City Council meeting is a resolution authorizing the Mayor to approve the bid for the sale of the above Struck Off property. The bidder and the amount being bid is stated in the attached exhibit.

The taxing entities in Smith County became owners of this property by virtue of a tax foreclosure sale conducted by the Sheriff of Smith County, pursuant to an order of the court in this case.

The City of Tyler removed the derelict structure on the property at a cost of approximately $450,000.00 to eliminate a nuisance and health hazard, and have intentions for the public use of this property as a drainage way through that area.

When the scheduled meeting has been determined, please notify us by returning this letter with the date and time of the meeting.

FAX #: 903-597-2402

ATTN: Candice Dillon

Date: _____

Time: _____

Comments: _____

or e-mail to: Candice.Dillon@lgbs.com

Very truly yours,

Candice Dillon

Candice Dillon
Area Manager

CD/*srm*

cc: Gary B. Barber Tax Assessor-Collector
Smith County
1517 W. Front Street
Tyler, TX 75702
SUIT NO. 27,735-A: CITY OF TYLER, ET AL VS. JUAN GONZALEZ, ET AL

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: C-A-

Date:

Subject: **Request that the City Council consider adopting a Resolution agreeing to the sale of certain tracts of land located at 501 E ERWIN ST, TYLER, TX 75702-7400 & 509 E ERWIN within the Tyler city limits and owned by taxing entities including the City of Tyler.**

Page: **2 of 2**

Item Reference:

The City of Tyler has contracts with Smith County to provide tax collection services for the City. Smith County also contracts with a private law firm to provide delinquent tax collection work for many Smith County taxing entities. One of the services provided by that law firm is to sell certain properties from time to time upon which a delinquent tax judgment has been entered. The purpose of such a sale is both to receive any money that might be obtained from a new buyer, but also to place the properties back on the tax rolls. Sometimes, however, there just is no bidder at such sales or the bid is so low that it is not in the taxing entities' interests to accept the bid.

This request is from the taxing entities' law firm, and it concerns tracts, which were previously offered at a tax sale, but became the property of the taxing entities because there were either no bids or insufficient bids. Since the date of the tax sale, potential buyers have come forward, and in order for such sale to be authorized, the governing bodies of all involved taxing entities must consent to the sale. This type of sale arrangement is permitted under Section 34.05 of the Texas Property Tax Code.

The properties involved in this request along with details on when Judgments were taken, Judgment amounts, and other costs, prior owners, current bids and bidders, are set out in **Exhibit "A"** of the Resolution.

The distribution of proceeds from such sales are governed by Sections 34.06 and 34.02 of the Property Tax Code and provide as follows:

"Section 34.02 Distribution of Proceeds.

(a) The proceeds of a tax sale shall be applied first to the payment of costs. The remainder shall be distributed to all taxing units participating in the sale in satisfaction of the taxes, penalties, and interest due each.

(b) If the proceeds are not sufficient to pay the costs and taxes, penalties, and interest due all participants in the sale, each participant is entitled to a share of the proceeds after payment of costs in an amount equal to the proportion its taxes, penalties, and interest bear to the total amount of taxes, penalties, and interest due all participants in the sale.

(c) If the sale is pursuant to foreclosure of a tax lien, the officer conducting the sale shall pay any excess proceeds after payment of all costs and of all taxes, penalties, and interest due all participants in the sale to the clerk of the court issuing the order of sale.

(d) If the sale is pursuant to seizure of personal property, the officers conducting the sale shall distribute any excess of proceeds as provided by law for excess proceeds in the case of execution."

A representative of the law firm of Linebarger Goggan Blair & Sampson, LLP., of Tyler, Texas will be present to answer questions regarding this tax sale.

RECOMMENDATION:

It is recommended that the City Council adopt a Resolution authorizing the sale of certain tracts of land located at 501 E ERWIN ST & 509 E ERWIN within the City of Tyler city limits and owned by taxing entities including the City of Tyler.

ATTACHMENTS:

1. Resolution
2. Resale Deed
3. Correspondence from Linebarger Goggan Blair & Sampson, LLP
4. Bid Analysis
5. Property Map

Drafted/Recommended By:
Department Leader

Deborah K. Pullum

Deborah Pullum, City Attorney

Edited/Submitted By:
City Manager

RESOLUTION NO. R-2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS AGREEING TO THE SALE OF CERTAIN PROPERTY LOCATED WITHIN TYLER CITY LIMITS AND OWNED BY TAXING ENTITIES INCLUDING THE CITY OF TYLER AS THE RESULT OF A TAX SALE: AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The taxing entities, including the City of Tyler, Smith County, Texas, have become the owners of certain real property by virtue of the foreclosure sale conducted by the Sheriff pursuant to an order of the District Court as set out in the attachments described below: and

WHEREAS, all taxing entities involved in the below-referenced causes must consent to the sale of the described real property; and

WHEREAS, it is to the benefit of all taxing entities involved that the property be returned to its respective tax rolls;

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

PART 1: That the Mayor be and is hereby directed and authorized to execute the deed and any and all documents necessary to convey the real property referred to in a District Court Order in **CAUSE NO. 27,735-A: Tract 1: All that tract parcel or lot known as the New City Block 39, lots 15, 17, 18, 20, 21 and 22, City of Tyler, Texas and being .302 acres described as tract one in a deed dated December 17, 2021 from Muddy Fork LLC - Series 45 to Juan Gonzalez et al in Clerk's File #202101051863. of the Official Records of Smith County, Texas. (150000003900015000, 150000003900017000, 150000003900018000, 150000003900021000)**

Tract 2: 0.546 acre, more or less, out of New City Block 67, City of Tyler, Smith County, Texas, called Lots 4A, 5, and 6; said 0.546 acre as described as tract two in a deed dated December 17, 2021, from Muddy Fork LLC - Series 45 to Juan Gonzalez et al, in Clerk's File #202101051863, Official Records of Smith County, Texas. (150000006700004010) to the buyer for and in consideration of the cash bid; all as described in the attached Exhibit "A", said monies to be distributed pursuant to Section 34.05 of the Texas Property Tax Code.

PART 2 : That this resolution shall take effect immediately upon adoption.

ADOPTED this _____ day of _____, 2025.

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

ATTEST:

_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

EXHIBIT "A" TO RESOLUTION R-2023-

Cause No.	**27,735-A**	
Date of Tax Sale	**February 4, 2025**	
Taxes Due:	**$14,314.13**	**Tyler ISD**
	$ 3,931.65	**Smith County**
	$ 2,281.27	**TJC**
	$ 3,011.16	**City of Tyler**
Adjudged Value	**$85,241.00**	
Acct. No.	**150000003900015000** **150000003900017000** **150000003900018000** **150000003900021000** **150000006700004010**	
Present Bid	***Public Purpose*** **The City of Tyler has removed the public nuisance and demolished the structure on this tract**	
Bidder	**CITY OF TYLER**	

PROPERTY DESCRIPTION

Tract 1: All that tract parcel or lot known as the New City Block 39, lots 15, 17, 18, 20, 21 and 22, City of Tyler, Texas and being .302 acres described as tract one in a deed dated December 17, 2021 from Muddy Fork LLC - Series 45 to Juan Gonzalez et al in Clerk's File #202101051863. of the Official Records of Smith County, Texas. (150000003900015000, 150000003900017000, 150000003900018000, 150000003900021000)

Tract 2: 0.546 acre, more or less, out of New City Block 67, City of Tyler, Smith County, Texas, called Lots 4A, 5, and 6; said 0.546 acre as described as tract two in a deed dated December 17, 2021, from Muddy Fork LLC - Series 45 to Juan Gonzalez et al, in Clerk's File #202101051863, Official Records of Smith County, Texas. (150000006700004010)

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number.

TAX RESALE DEED

STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS**

COUNTY OF SMITH §

That **City of Tyler, Trustee**, acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of said governing body which is duly recorded in its official Minutes, hereinafter called grantor, for and in consideration of a public purpose in hand paid by

CITY OF TYLER
212 N. BONNER AVE.
TYLER, TEXAS 75702

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, has quitclaimed and by these presents does quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under **Suit No. 27,735-A, City Of Tyler, Et Al vs. Juan Gonzalez, Et Al**, in the district court of said county, said property being located in Smith County, Texas, and described as follows:

Tract 1: All that tract parcel or lot known as the New City Block 39, lots 15, 17, 18, 20, 21 and 22, City of Tyler, Texas and being .302 acres described as tract one in a deed dated December 17, 2021 from Muddy Fork LLC - Series 45 to Juan Gonzalez et al in Clerk's File #202101051863. of the Official Records of Smith County, Texas. (150000003900015000, 150000003900017000, 150000003900018000, 150000003900021000)

Tract 2: 0.546 acre, more or less, out of New City Block 67, City of Tyler, Smith County, Texas, called Lots 4A, 5, and 6; said 0.546 acre as described as tract two in a deed dated December 17, 2021, from Muddy Fork LLC - Series 45 to Juan Gonzalez et al, in Clerk's File #202101051863, Official Records of Smith County, Texas. (150000006700004010)

City of Tyler, Trustee removed the derelict structure on the property at a cost of approximately $450,000.00 to eliminate a nuisance and health hazard, and have intentions for the public use of this property as a drainage way through that area.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantor, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for the present year are to be paid by grantee(s) herein.

This deed is given expressly subject to any existing right of redemption remaining in the former owner of the property under the provisions of law and also subject to any recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.

IN TESTIMONY WHEREOF CITY OF TYLER has caused these presents to be executed this _____ day of _____, 2025.

CITY OF TYLER

By:_____
Donald P. Warren
Mayor

STATE OF TEXAS §

COUNTY OF SMITH §

This instrument was acknowledged before me on this _____ day of _____, 2025, by Donald P. Warren, Mayor of the **CITY OF TYLER**.

_____

Printed Name:_____
Notary Public, State of Texas
My Commission Expires: _____

EXHIBIT "A"

BID ANALYSIS

Cause Number: 27,735-A
Bid Amount: *Public Purpose*
Bidders Name: CITY OF TYLER
Bidders Address: 212 N. Bonner Ave.
Tyler, Texas 75702

Previous Owner: JUAN GONZALEZ
Judgment Value: $490,483.02
Opening Bid at Sale: $85,241.00
Date of Sale: February 4, 2025
Date of Bid Submitted: March 28, 2025

PROPERTY DESCRIPTION

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SITUS OR LOCATION: 501 E ERWIN ST, TYLER, TX 75702-7400 & 509 E ERWIN

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
TYLER ISD	2007-2015	$ 14,314.13
SMITH COUNTY	2007-2015	$ 3,931.65
CITY OF TYLER	2007-2015	$ 3,011.16
TYLER JUNIOR COLLEGE	2007-2015	$ 2,281.27
CITY DEMOLITION LIENS		$466,839.81
TITLE RESEARCH		$ 105.00
	TOTAL:	**$490,483.02**

COSTS

Court Costs	$ 358.00
Sheriff's Fees:	$ 155.00
Publication Fee:	$ 800.00
Title Research:	$ 105.00
Recording Fee:	$ 29.00
TOTAL:	**$ 1,447.00**

PROPOSED DISTRIBUTION

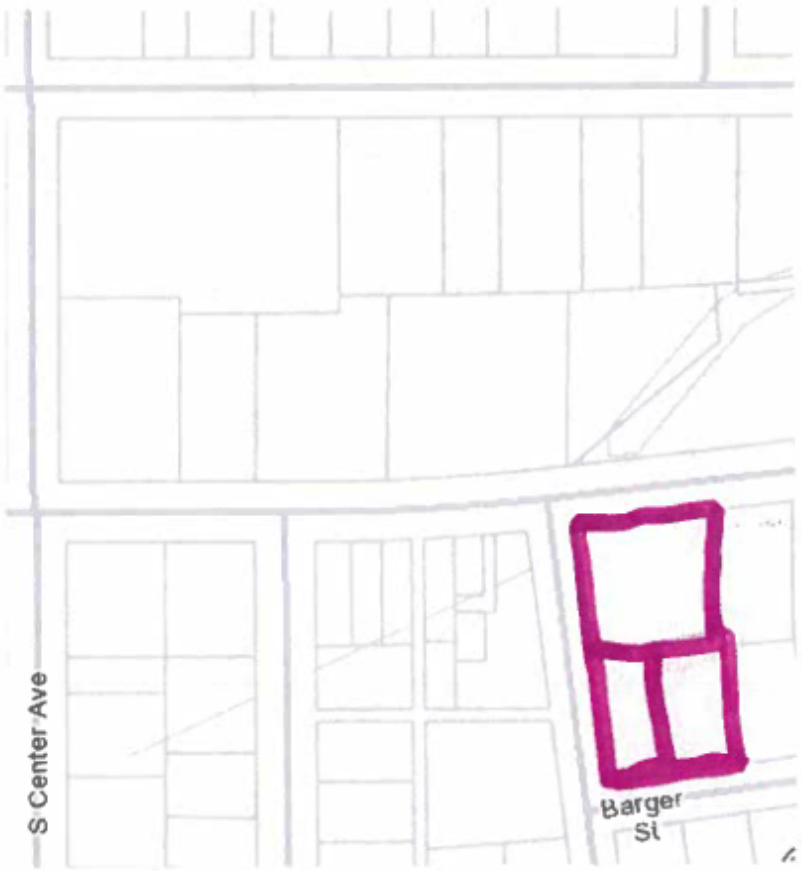
Bid Amount: *Public Purpose*
Net to Distribute: $ 0.00

ENTITY	PERCENTAGE	AMOUNT TO DISBURSE
TYLER ISD		$0.00
SMITH COUNTY		$0.00
TYLER JUNIOR COLLEGE		$0.00
CITY OF TYLER		$0.00
	TOTAL:	**$0.00**

Parcel 1.50000.0067.00.004010

Owners

GONZALEZ JUAN & ISRAEL QUINTANILLA
15234 COUNTY ROAD 472
TYLER, TX 757060000



Parcel Summary

PIN	R050108
Location	515 E ERWIN ST TYLER, TX
Use Code	F10: COMMERCIAL PROPERTY
Tax District	063: SM-CNTY TY-CITY TY-ISD TY-CLG
Map Parcel	C 47
Acreage	.5460
Block Lot	67/4A, 5, 6
Transfer Date	12/20/2021
Instrument Number	CWD 51863
Subdivision	S189600 - J WRIGHT

Legal Description

J WRIGHT
BLOCK 67 LOT 4A, 5, 6

Value History

	2024	2023	2022	2021	2020	2019
Total Building Value	$0	$120,812	$120,812	$120,812	$120,812	$120,812
Total Land Value	$71,348	$28,539	$28,539	$27,610	$27,610	$27,610
Total Property Value	$71,348	$149,351	$149,351	$148,422	$148,422	$148,422
Special Use Appraisal	$0	$0	$0	$0	$0	$0
Cap Loss	$0	$0	$0	$0	$0	$0
Net Assessed Value	$71,348	$149,351	$149,351	$148,422	$148,422	$148,422
Use Code	F10	F10	F10	F10	F10	F10
Acreage	0.000	0.000	0.000	0.000	0.000	0.000
Block	67	67	67	67	67	67
Lot	4A, 5, 6	4A, 5, 6	4A, 5, 6	4A, 5, 6	4A, 5, 6	4A, 5, 6
Heated Area	0	0	0	0	0	0

Document/Transfer History

Instrument / Official Record	Date	Type	Ownership
CWD CWD 51863	12/20/2021	CORRECTION WARRANTY DEED	Grantee: GONZALEZ JUAN & ISRAEL QUINTANILLA
SWD SWD 22580	07/15/2019	SPECIAL WARRANTY DEED	Grantor: TEXAS TAX SOLUTIONS LLC Grantee: MUDDY FORK LLC-SERIES 45

Instrument Official Record	Date	Type	Ownership
SD SD 19496	06/18/2019	SHERIFFS DEED	Grantor: SISTERS IN CHRIST HELPING ELIMINATE Grantee: TEXAS TAX SOLUTIONS LLC
DG GD 48540	11/07/2011	GIFT DEED	Grantor: NIX EARL EST Grantee: SISTERS IN CHRIST HELPING TO ELIMINATE
DG DG 48540	11/07/2011	GIFT DEED	Grantee: SISTERS IN CHRIST HELPING TO
PBD PW 19886	04/26/2010	PROBATE	Grantee: NIX EARL EST
PBD PW 19886	04/26/2010	PROBATE	Grantee: NIX EARL EST
TD TD 39863	08/10/2007	SUBSTITUTE TRUSTEES DEED	Grantee: NIX EARL

Buildings

None

Land Lines

Code	Description	Zone	Front	Depth	Units	Unit Type	Acreage
COM	COMMON		.00	.00	11,682.79	S	0.27
COM	COMMON		.00	.00	12,100.00	S	0.28

Personal Property

None

Jurisdiction Values & Tax Rates (The total appraised value change since 2019 is -51.93%)

Jurisdiction		2024	2023	2022	2021	2020	2019
SMITH COUNTY	Tax Value	$71,348	$149,351	$149,351	$148,422	$148,422	$148,422
	Tax Rate	3.642310	3.472640	3.300000	3.350000	3.350000	3.450000
	Gross Tax	$259.87	$518.64	$492.86	$497.21	$497.21	$512.06
CITY OF TYLER	Tax Value	$71,348	$149,351	$149,351	$148,422	$148,422	$148,422
	Tax Rate	2.400850	2.479200	2.618500	2.699000	2.590000	2.599000
	Gross Tax	$171.30	$370.27	$391.08	$400.59	$384.41	$385.75
TYLER JR. COLLEGE	Tax Value	$71,348	$149,351	$149,351	$148,422	$148,422	$148,422
	Tax Rate	1.869170	1.879930	1.880010	1.999260	1.999260	1.999260
	Gross Tax	$133.36	$280.77	$280.78	$296.73	$296.73	$296.73
TYLER ISD	Tax Value	$71,348	$149,351	$149,351	$148,422	$148,422	$148,422
	Tax Rate	9.100000	9.600000	11.793000	12.891000	13.041000	13.350000
	Gross Tax	$649.27	$1,433.77	$1,761.30	$1,913.31	$1,935.57	$1,981.43
TOTAL CALCULATED TAX AMOUNT		$1,213.80	$2,603.45	$2,926.02	$3,107.84	$3,113.92	$3,175.97

Tax Collection for this Parcel

View and pay taxes for this parcel



0 0.010.01 0.02 0.03 0.04 mi

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This map was prepared by the Smith County map site and may be revised without notification to any user. This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The user is encouraged to check with the City of Tyler, SCAD, and the 91' Administration to verify that the map being used is the latest, n current one available. http://www.smithcountymapsite.org/


Find Address
E Erwin St
Adams Ave
S Thompson Ave
Bargo St
esri