CITY COUNCIL AGENDA

Wednesday, January 28, 2026
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, January 28, 2026
9:00 am

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

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

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

AMERICANS WITH DISABILITIES ACT NOTICE

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

COURTESY RULES

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

INVOCATION

PLEDGE OF ALLEGIANCE

MINUTES

Request that the City Council consider approving the minutes of the regular called meeting of the City Council of the City of Tyler, Texas, held on November 12, 2025.

AWARDS

A-1 Request that the City Council consider recognizing the following employees for their years of service and commitment to the City of Tyler. They represent 230 years of service with the City of Tyler.

Ralph Buckingham, Police Officer XIV, Police, 30 years of service
Mark Lee, Police Officer XIV, Police, 30 years of service
Michael Frost, Assistant Fire Chief III, Fire, 30 years of service
Casey Cabaniss, Fire Battalion Chief III, Fire, 25 years of service
Brandon Davis, Fire Captain IV, Fire, 25 years of service
Steven Hickey, Fire Battalion Chief III, Fire, 25 years of service
Howell Walker, Fire Captain III, Fire, 25 years of service
Kenneth Johnson, Treatment Plant Operator II, Water Production, 20 years of service
Pamela Lee. Administrative Support Specialist, Water Production, 20 years of service

A-2 Request that the City Council consider accepting the "ElectriCity" designation award from the Independent Alliance of the Electrical Industry (IAEI).

ZONING

Z-1 ZA25-001 UNIFIED DEVELOPMENT CODE (20 YEAR CITY LIMITS)
Request that the City Council consider adoption of an Ordinance making an uncontestable finding that all territory included within the City of Tyler since December 31, 2005, is part of the City.

Z-2 Z25-036 FRANCISCO OLIVARES (625 EAST ROSEDALE STREET)
Request that the City Council consider adoption of an Ordinance approving a zone change from R-1B, Single-Family Residential District to RPO, Restricted Professional Office District.

Z-3 C25-005 BILLY WAYNE JOHNSON (AN UNIMPROVED RIGHT-OF-WAY AVALON AVENUE)
Request that the City Council consider adoption of an Ordinance approving the closure of an unimproved right-of-way for Avalon Avenue adjacent to Rosemont Street.

RESOLUTION

R-1 Request that the City Council consider adoption of a Resolution affirming the City's application to the Texas Parks and Wildlife Department (TPWD) Boating Access

grant program for construction of a public boat ramp and related boating facilities at Lake Tyler; authorizing the City Manager to act on behalf of the City in dealings with TPWD; and committing a 25% local match in the amount of $83,300 through the Water Utilities Capital Projects Fund.

ORDINANCE

O-1 Request that the City Council consider the adoption of an Ordinance approving a Settlement Agreement and Water Utility Tariff proposed by Southern Utilities Company for its customers in the corporate limits of the City of Tyler.

MISCELLANEOUS

M-1 Request that the City Council consider authorizing the City Manager to enter into a Memorandum of Understanding between City of Tyler and the University of Texas at Tyler - Department of Civil & Construction Engineering and Management to establish a collaborative framework to enhance Infrastructure and Civil Engineering initiatives.

M-2 Request that the City Council consider authorizing the City Manager to execute a construction contract for the Downing Street and Kidd Drive Drainage Improvements project to W.M. Miller Construction Company, Inc., in the amount of $587,169.20, Bid #26-004.

M-3 Request that the City Council consider accepting the donation of $325,800.00 from the Bronze Rose Council to erect a new decorative bronze rose sculpture for the Tyler Rose Complex.

M-4 Request that the City Council consider authorizing the City Manager to pay an invoice in the amount of $325,800.00 to Randolph Rose Collection for a Bronze Rose Sculpture for the Tyler Rose Complex.

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 ratify a payment of $254,016.00 to Hartbeat Construction for the emergency repair of the Elm Street Culvert.

C-A-2 Request that the City Council consider authorizing the City Manager to ratify staff action adding addendum 2 to the City-Wide HVAC Filter Service Contract.

C-A-3 Request that the City Council consider declaring Lot 23 Block: 1 surplus property and authorize the City Manager to dispose of this property.

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 provisions of the Government Code: Under Tex. Gov't Code section 551.071 "Litigation," deliberation regarding the following: Pending or contemplated litigation or settlement offer involving. Kerry Max Cook v. City of Tyler, et al., Case No. 6:17-cv-333-JDK. Litigation is, by its nature, an ongoing process, and questions may arise as to trial tactics, or settlement offers which need to be explained to the City Council. Upon occasion, the City Council may need information from the City Attorney as to the status of the pending or contemplated litigation and 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
November 12, 2025

A regular called meeting of the City Council of the City of Tyler, Texas, was held Wednesday, November 12, 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:	Keidric Trimble
City Attorney:	Deborah G. Pullum
Deputy City Attorney:	Steve Kean
Senior Asst. City Attorney:	Alesha Buckner
Main Street Director:	Amber Varona
Planning Director:	Kyle Kingma
Chief Information Officer:	Benny Yazdanpanahi
City Fire Chief:	David Coble
Police Chief:	Jimmy Toler
City Engineer:	Darin Jennings
Engineering Services Director:	Cameron Williams
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 Mayor Warren.

MINUTES

Motion by Councilmember Wynne to approve the September 24, 2025 minutes; seconded by Councilmember Curtis; motion carried 7 - 0 & approved as presented.

RESOLUTION

R-1 Request that the City Council consider adoption of a Resolution committing the City to participating in an equivalent-match program for the replacement of the Boldt Avenue bridge at Black Fork Creek and to authorize the Mayor to execute an Advanced Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Old Bullard Road at West Mud Creek, Trib C Bridge Repair project to serve as the local match participation. **(R-2025-58)**

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

ORDINANCE

O-1 Request that the City Council consider conducting the annual investment policy review and consider adoption of an Ordinance amending Tyler City Code Chapter 2 by adopting the investment policy. **(O-2025-73)**

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

MISCELLANEOUS

M-1 Request that the City Council consider receiving a presentation of the of the Half Cent Sales Tax 2025-2026 Annual Work Program and consider adopting the Half Cent Sales Tax 2025-2026 Annual Work Program.

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

M-2 Request that the City Council consider authorizing the City Manager to execute a Construction Manager at Risk contract with Hoar Construction for the general contractor management of the Downtown Tyler Community Space Improvement Project in the amount of $349,491.00.

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

M-3 Request that the City Council consider authorizing the City Manager to enter into an agreement with HDR, Inc., to develop an East Grande, Old Omen, and Toll 49 Route Study for the Tyler Area Metropolitan Planning Organization in the amount of $200,000.

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

M-4 Request that the City Council consider authorizing the City Manager to award Carahsoft Technology Corporation through Omnia Partners Contract # R240303 for the Samsara product as the telematics provider for the City of Tyler's fleet.

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

M-5 Request that the City Council consider authorizing the City Manager to award River North LLC (Via) as the primary vendor for any passenger trips provided for Tyler Transit.

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

BOARDS

B-1 Request that the City Council consider the appointment of a City representative to serve on the Smith County 9-1-1- Emergency Communications District Board of Managers for a two year term ending on December 31, 2027.

Motion by Councilmember Curtis to appoint Ron Shaffer; seconded by Councilmember Hawkins; 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 renew Action Cleaning of Tyler as the primary vendor for washbay chemicals and repairs, and AAA Sanitation as primary vendor to clean the grit traps.

C-A-2 Request that the City Council consider authorizing the City Manager to purchase two (2)Harley Davidson Police motorcycles with police equipment through Buyboard contract #724-23 from Longhorn Harley Davidson Grand Prairie, Texas for $40,126.25 each for a total of $ 80,252.50 for the Police Department to replace 17061 and 19062.

C-A-3 Request that the City Council consider authorizing the City Manager to approve the winning bidder of sealed bid 25-092 Central Point Group of Tyler, Texas to upfit 10 patrol units at a cost of $25,590.77 each for a total cost of $255,907.70.

C-A-4 Request that the City Council consider authorizing the City Manager to award Triple J as the successful bidder for bid 25-090 to provide external fueling for the City of Tyler fleet (non-credit card).

C-A-5 Request that the City Council consider authorizing the City Manager to award bid 25-089 to Maddi Rheas Cleaning to provide janitorial services to the Oakwood Complex in the amount of $32,160.00 annually.

C-A-6 Request that the City Council consider authorizing the City Manager to approve Highly Detailed for various light-duty vehicle and bus washing and detailing services per bid 25-091.

C-A-7 Request that the City Council consider adoption of a Resolution authorizing the City Manager to execute a Multiple Use Agreement for construction activities within the Texas Department of Transportation Right-of-Way for the 2024/25 City of Tyler Pedestrian Access Improvement Project. **(R-2025-59)**

C-A-8 Request that the City Council consider authorizing the City Manager to ratify an expenditure in the amount of $132,692.90 for the mandated annual water quality assessment fee to the Texas Commission on Environmental Quality.

C-A-9 Request that the City Council consider authorizing the City Manager to ratify expenditures in the amount of $115,461.20 for four (4) submersible pumps to be used in the emergency pump replacement for the Lake Palestine Water Plant Mudwells to be paid from the Water Production Department's 502-0744-744-0408 account.

C-A-10 Request that the City Council consider authorizing the City Manager to add Addendums 4 and 5 adding the Innovation Pipeline Facility and the Municipal Court to the Downtown Janitorial Contract with Office Pride Janitorial.

C-A-11 Request that the City Council consider authorizing the City Manager to approve a reconciliation change order that will decrease the contract amount by $1,321,625.18 and release of final retainage payment in the amount of $93,522.45 to Vortex Lining Services, LLC, for Sanitary Sewer Cleaning & Closed Circuit Television (CCTV), Years 6-8, TASB BuyBoard Contract #635-21.

C-A-12 Request that the City Council consider authorizing the City Manager to purchase two (2) Elgin Crosswind 1 sweepers from Kinloch Equipment Sourcewell Contract 093021-ELG for $330,332.00 each, a total purchase cost of $ 660,644.00.

C-A-13 Request that the City Council consider authorizing the City Manager to sign an indefinite right-of-way use agreement with Dogwood Park Holdings, LLC for the purpose of installing and maintaining a neighborhood sign in the City of Tyler right-of-way.

C-A-14 Request that the City Council consider authorizing the City Manager to execute a construction contract with Reynolds and Kay, Ltd., for the construction of the VES Parking Lot Replacement Area D Project for the amount of $492,917.60.

C-A-15 Request that the City Council consider authorizing the City Manager to ratify an emergency expenditure in the amount of $287,358.77 to J W Electric for electrical upgrades to the influent pumps, filter pumps, and aerators at the Westside Wastewater Treatment Plant.

C-A-16 Request that the City Council consider authorizing the City Manager to purchase one (1) new International dump truck to add to the Stormwater fleet from Holt Truck through Sourcewell contract #060920-nvs for $173,731.50.

C-A-17 Request that the City Council consider authorizing the City Manager to approve a Reconciliation Change Order in the amount of $17,534.76 for the final payment which releases the remaining retainage to Lone Star Equipment Company Inc., for the 2025 Seal Coat Project.

C-A-18 Request that the City Council consider authorizing the City Manager to execute a reconciliation change order that will increase the contract amount by $51,225.00 and the release of final retainage payment in the amount of $16,618.50, with Capps-Capco Construction, for additional services related to the Charleston Lift Station Rehabilitation Project.

C-A-19 Request that the City Council consider authorizing the City Manager to execute a Capital Improvement Project (CIP) construction contract with Reynolds and Kay, LTD for the Keaton Drainage Improvements project, Bid No. 24-014, decreasing the approved contract amount by $21,814.26, from $4,429,876.60 to $4,408,062.34, and approve the release of retainage.

C-A-20 Request that the City Council consider authorizing the City Manager to purchase one (1)new International HV607 Chassis from Holt Truck Sourcewell quote 060920-NVS For $145,032.27, and a Gal Fab body with an Atlas loader from Texas Pack and Load Sourcewell contract 010825-PII for $173,620.00.

C-A-21 Request that the City Council consider authorizing the City Manager to declare certain designated vehicles as surplus and ready to be auctioned.

C-A-22 Request that the City Council consider authorizing the City Manager to ratify the acceptance of a FY 2025 Texas Department of Transportation (TxDOT) Routine Airport Maintenance Program (RAMP) Grant totaling $100,000.00 for general maintenance programs at Tyler Pounds Regional Airport.

C-A-23 Request that the City Council consider authorizing the City Manager to approve Addendum #2 to the existing Inter-Local Agreement with East Texas Council of Governments (ETCOG) for a rate of $45.00 per trip with a spending cap of $200,000.00 to cover the cost of the Federal Transit Administration (FTA) 5310 Grant Urbanized Zone (UZA) operations and an agreement of mutual exchange of parking spaces.

C-A-24 Request that the City Council consider authorizing the City Manager to execute an Additional Engineering Services Contract, in an amount not to exceed $55,000, with Langan Engineering and Environmental Services, Inc. for the Consent Decree Group 7 Remedial Measures Implementation, Additional Service Request (ASR) 1.

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

CITY MANAGER'S REPORT

1. On the night of Thursday, October 30th, we had a traffic accident at the intersection of Old Bullard Road and Rice Road that caused the power outage that disabled the main electrical supply to the traffic signals. Back in the old days (the old days being last year), we would have had to call a staff person to go out there to bring a generator to power the traffic signal in order for the traffic signal to be operational, but because of improvements that we've been able to make through our Intelligent Transportation System Plan that's been funded through the Half-Cent Sales Tax fund we had the newly installed battery backup system in the traffic cabinet which were activated immediately and allowed the signals to continue operating without interruption. So, that was able to keep the police officer from having to call to direct traffic, from us having to go get a backup battery to put there, locate a generator, and so we were very proud to kind of see that in action. Making sure that that worked.
2. It got cold, it's getting hot again but we think it will get cold again and the Tyler Public Library and Tyler Animal Control are teaming up for this month and the beginning of December to collect as many blankets as possible to make sure that our furry friends at the shelter stay warm in the weather that as it gets cooler, and so if you have blankets that you'd like to be able to

donate, we're taking those at the Tyler Public Library to be able to use at our animal shelter and with those people in need who might need blankets for their dogs or cats.

3. And then finally, we are excited to announce the installation of a permanent programmable lighting that's begun at the Tyler Municipal Rose Garden. We have the big reveal plan for Thursday, December 4th after the Rotary Christmas Parade, and with the tree lighting ceremony, as the garden will also be opened from 5 o'clock to 8 o'clock p.m. throughout December for festive family evening strolls and plenty of photo opportunities.
4. Mayor Pro Tem Nichols thanked the Fire Department for sponsoring the Veterans luncheon yesterday.

EXECUTIVE SESSION- City Council convened into executive session at 9:36 am.

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 consider NORF Tax Abatement request, City of Tyler Reinvestment Zone and Chapter 380 Agreement

Ex Item #2 - Request that the City Council consider the Westside Place Public Improvement District Development Agreement with Bellwood 323 2019, L.P.

Any final action by the City Council will be taken in open session.

City Council reconvened from executive session at 10:50 am with no action taken.

ADJOURNMENT

Motion by Councilmember Wynne to adjourn the meeting at 10:50 am; motion carried 7 - 0 & approved as presented.

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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. A-1

Date: January 28, 2026

Subject: Request that the City Council consider recognizing the following employees for their years of service and commitment to the City of Tyler. They represent 230 years of service with the City of Tyler. Ralph Buckingham, Police Officer XIV, Police, 30 years of service Mark Lee, Police Officer XIV, Police, 30 years of service Michael Frost, Assistant Fire Chief III, Fire, 30 years of service Casey Cabaniss, Fire Battalion Chief III, Fire, 25 years of service Brandon Davis, Fire Captain IV, Fire, 25 years of service Steven Hickey, Fire Battalion Chief III, Fire, 25 years of service Howell Walker, Fire Captain III, Fire, 25 years of service Kenneth Johnson, Treatment Plant Operator II, Water Production, 20 years of service Pamela Lee. Administrative Support Specialist, Water Production, 20 years of service

Item Reference:

Request that the City Council consider recognizing the following employees for their years of service and commitment to the City of Tyler. They represent 230 years of service with the City of Tyler.

Ralph Buckingham, Police Officer XIV, Police, 30 years of service
Mark Lee, Police Officer XIV, Police, 30 years of service
Michael Frost, Assistant Fire Chief III, Fire, 30 years of service
Casey Cabaniss, Fire Battalion Chief III, Fire, 25 years of service
Brandon Davis, Fire Captain IV, Fire, 25 years of service
Steven Hickey, Fire Battalion Chief III, Fire, 25 years of service
Howell Walker, Fire Captain III, Fire, 25 years of service
Kenneth Johnson, Treatment Plant Operator II, Water Production, 20 years of service
Pamela Lee, Administrative Support Specialist, Water Production, 20 years of service

RECOMMENDATION:

Request that the City Council consider recognizing the following employees for their years of service and commitment to the City of Tyler. They represent 230 years of service with the City of Tyler.

Attachments:
January 2026 Service Award CC.pdf

Drafted/Recommended By:
Department Leader Regina Y. Moss, Director Organizational Development

Edited/Submitted By:
City Manager

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: A-1

Date: January 28, 2026

Subject: Award for January 2026

Page: Page 1 of 1

Item Reference: Service Award

We would like to recognize the following employees for their years of service and commitment to the City of Tyler. At this important milestone, we express our sincere appreciation for your dedication and for the special contributions you make to our organization. They represent **230** years of service with the City of Tyler.

Service Awards

Date of Hire	First Name	Last Name	Title	Department	Years of Service
1/15/1996	Ralph	Buckingham	Police Officer XIV	Police	30
01/08/1996	Mark	Lee	Police Officer XIV	Police	30
01/04/1996	Michael	Frost	Assistant Fire Chief III	Fire	30
01/03/2001	Casey	Cabaniss	Fire Battalion Chief III	Fire	25
01/03/2001	Brandon	Davis	Fire Captain IV	Fire	25
01/03/2001	Steven	Hickey	Fire Battalion Chief III	Fire	25
01/03/2001	Howell	Walker	Fire Captain III	Fire	25
01/17/2006	Kenneth	Johnson	Treatment Plant Operator II	Water Production	20
01/30/2006	Pamela	Lee	Admin Support Specialist	Water Production	20

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

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. A-2

Date: January 28, 2026

Subject: Request that the City Council consider accepting the "ElectriCity" designation award from the Independent Alliance of the Electrical Industry (IAEI).

Item Reference:

ElectriCity is an ICC/IAEI recognition program that honors cities that demonstrate a strong commitment to electrical safety, professional training, and code compliance. The City of Tyler recently completed IAEI's ElectriCity training for residential/commercial electrical inspection, which equips staff with essential knowledge for consistent, high-quality inspections. This award celebrates Tyler's dedication to public safety, continuing education, and workforce development.

RECOMMENDATION:

It is recommended that City Council accept the award of ElectriCity designation from the International Code Council (ICC) / Independent Alliance of the Electrical Industry (IAEI).

Drafted/Recommended By:
Department Leader David Gibson, Jr.

Edited/Submitted By:
City Manager

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-1

Date: January 28, 2026

Subject: ZA25-001 UNIFIED DEVELOPMENT CODE (20 YEAR CITY LIMITS) Request that the City Council consider adoption of an Ordinance making an uncontestable finding that all territory included within the City of Tyler since December 31, 2005, is part of the City.

Item Reference: **Texas Local Government Code Section 41.003; Tyler City Code Chapter 10, Article XII.**

Texas Local Government Code Section 41.003 provides that if the City Council adopts an ordinance declaring an area that meets the statutory requirements to be part of the City, that finding is uncontestable.

The Local Government Code allows cities to adopt an ordinance declaring areas that have been part of the city for at least 20 years to be declared a part of the city subject to certain conditions. City staff has prepared a map of the annexations through December 31, 2005, for declaration (Exhibit A).

This benefit precludes any contest by any party following adoption of an ordinance based on the 20 year annexation map. While the City of Tyler hopes that there will be no dispute with any surrounding municipalities, the City can never be certain that such a dispute will not develop. Such situations are more apt to arise when the City seeks to annex territory, or defines its extraterritorial jurisdiction (ETJ) in a manner that may conflict with planned expansions by other cities. In the context of such controversies, flaws in old ordinances can sometimes be used to challenge the validity of newer annexations that are otherwise valid.

The adoption of this ordinance will, therefore, eliminate some potential challenges to the validity of historical annexation ordinances. The map attached to the ordinance depicts the Tyler city limits as of December 31, 2005. The area within this boundary, therefore, (1) has been treated as part of the city for at least 20 years, (2) has been receiving city services for at least that long, (3) has never been found by a court to be outside the city, and (4) is not currently challenged in any lawsuit. Under State statute, if territory meets these four criteria, a city may adopt an ordinance to create an irrefutable presumption that the territory has been part of the City for all purposes. This may, therefore, eliminate one potential avenue of attack should a challenge to Tyler annexations ever be made in the future.

On January 6, 2026, the Planning and Zoning Commission held a public hearing for this item. No one spoke in favor or in opposition to the adoption of the ordinance.

RECOMMENDATION:

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

Attachments:
Ordinance
Map

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

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2026-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, ALLOWING FOR THE INCLUSION OF AREA RECEIVING LONGSTANDING TREATMENT AS PART OF THE MUNICIPALITY PURSUANT TO SECTION 41.003 OF THE TEXAS LOCAL GOVERNMENT CODE BY MAKING AN UNCONTESTABLE FINDING THAT ALL TERRITORY INCLUDED WITHIN THE CITY OF TYLER FOR THE PRECEDING 20 YEARS IS PART OF THE CITY OF TYLER, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Texas Local Government Code Section 41.003 provides that an irrebuttable presumption attaches to the inclusion within the city of any area that has been functionally a part of the city for 20 years; and

WHEREAS, the records of the City indicate that the area designated in the attached Exhibit "A" has been a part of the City for at least the preceding 20 years; and

WHEREAS, the City has provided municipal services, including police protection, to the area and has treated the area as part of the City during the preceding 20 years; and

WHEREAS, there has not been a final judicial determination during the preceding 20 years that the area is outside the boundaries of the City; and

WHEREAS, there is no pending lawsuit that challenges the inclusion of the area as part of the City;

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

PART 1: That the findings herein are adopted. The City Council hereby makes the following findings that on the date of adoption of this ordinance:

1. That City records indicate that the area designated in the attached Exhibit "A" has been a part of the City of Tyler for at least the preceding 20 years; and

2. That the City of Tyler has provided municipal services, including police protection, to the area designated in the attached Exhibit "A" and has treated the area as part of the city during the preceding 20 years; and

3. That there has not been a final judicial determination during the preceding 20 years that the area designated in the attached Exhibit "A" is outside the boundaries of the City of Tyler; and

4. That there is no pending lawsuit that challenges the inclusion of the area designated in the attached Exhibit "A" as part of the City of Tyler.

PART 2: That as the requirements of Texas Local Government Code Section 41.003(b) for inclusion of the area have been met, the inclusion of the area designated in Exhibit "A" is not contestable, and that the attached Exhibit "A" is hereby adopted and is incorporated as part of this ordinance.

PART 3: That Tyler City Code Chapter 10, "Tyler Unified Development Code", Article XII., "Annexation", "Division A.," Boundary Extension and Annexation", is hereby amended by amending Section 10-802 to read as follows:

Sec. 10-802. City Limits in ~~2004~~ 2005

Section 41.003 of the Texas Local Government Code provides that an irrebuttable presumption attaches to the inclusion within the city of any area that has been functionally a part of the city for 20 years. City records indicate that the area designated in the Exhibit "A" which is attached to the ordinance adopting this section has been a part of the city for at least the preceding 20 years and the city has provided municipal services, including police protection, to the area and has treated the area as part of the city during the preceding 20 years. City records also indicate that there has not been a final judicial determination during the preceding 20 years that the area is outside of the boundaries of the city, and that there is no pending lawsuit that challenges the inclusion of the area as part of the city. Therefore, the City Council finds that the requirements of state law for inclusion of the area have been met and the inclusion of the area designated in Exhibit A is not contestable. (Ord. O-2007-73, 06-19-07) (Ord. No. 0-2010-37; 4/28/10) (Ord. No. 0-2011-11, 2/9/11) (0-2011-24, 4/27/11) (Ord. 0-2011-32, 5/11/11) (Ord. 0-2011-36, 5/25/11) (Ord. No. 0-2011-62, 8/24/11) (Ord. 0-2011-63, 8/24/11) (Ord. 0-2012-12, 2/22/12) (Ord. 0-2012-16, 3/28/12) (Ord. 0-2012-43, 5/23/12) (Ord. 0-2013-15, 2/27/13) (Ord. 0-2014-9, 1/22/14) (Ord. 0-2015-18, 1/28/15) (Ord. 0-2016-9, 1/27/16) (Ord. 0-2017-14, 1/25/17) (Ord. 0-2018- 7; 1/24/18) (Ord. 0-2019-10; 1/23/19); (Ord. 0-2020-13; 1/22/20); (Ord. 0-2021-10; 1/27/21); (Ord. 0-2022-10; 1/26/22); (Ord No. 0-2023-18, 2/22/2023); (Ord. No. 0-2024-012, 1/24/24), (Ord. No. 0-2025-3, 1/22/25), (Ord. No. 0-2026-, 1/28/25)

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 be in full force and effect on and after the date of its passage and approval.

PASSED AND APPROVED this the 28th day of January, A.D., 2026.

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

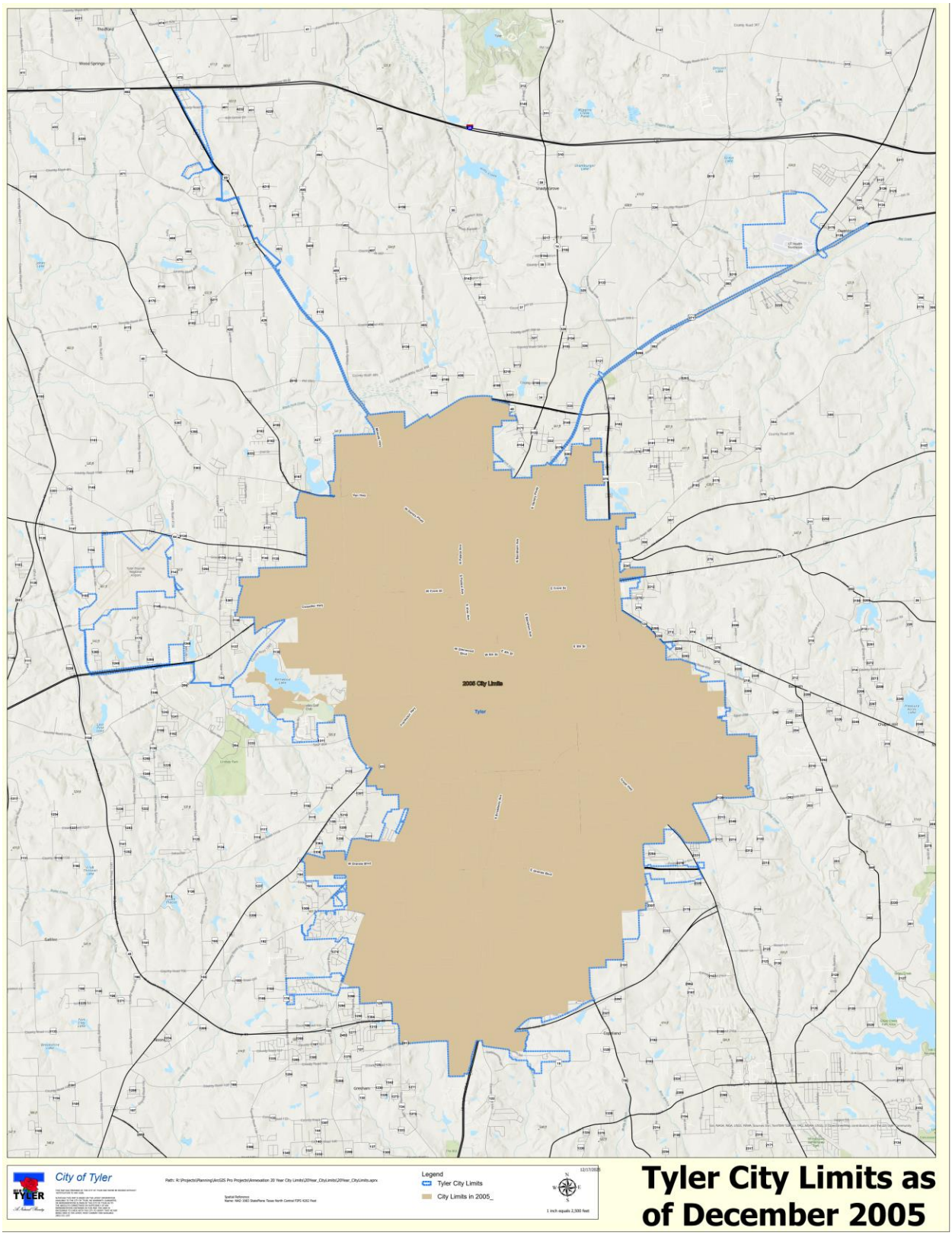
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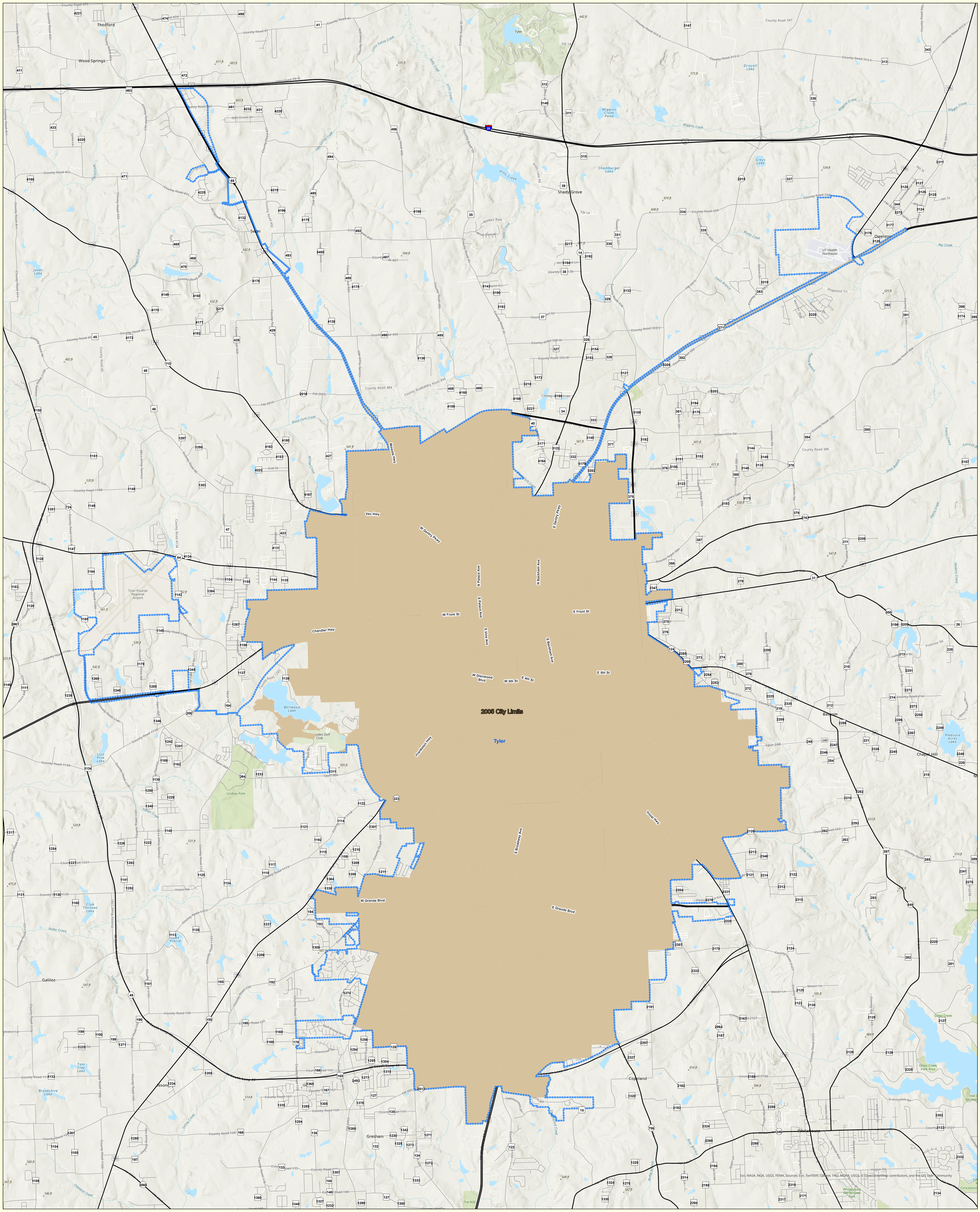
_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

ORDINANCE NO. 0-2026-__
EXHIBIT "A"
CITY LIMITS MAP AS OF DECEMBER 31, 2005





City of Tyler

THIS MAP WAS PREPARED BY THE CITY OF TYLER AND MAYBE BE REVISED WITHOUT NOTIFICATION TO ANY USER.

ALTHOUGH THIS MAP IS BASED ON THE LATEST INFORMATION AVAILABLE TO THE CITY OF TYLER, NO WARRANTY, GUARANTEE, OR REPRESENTATION IS MADE BY THE CITY OF TYLER AS TO THE ABSOLUTE CORRECTNESS OR SUFFICIENCY OF ANY REPRESENTATION CONTAINED IN THIS MAP. THE USER IS ENCOURAGE TO CHECK WITH THE CITY TO VERIFY THAT HE MAP BEING USED IS THE LATEST, MOST CURRENT ONE AVAILABLE. (903) 531-1257

Path: R:\Projects\Planning\ArcGIS Pro Projects\Annexation 20 Year City Limits\20Year_CityLimits\20Year_CityLimits.aprx

Spatial Reference
Name: NAD 1983 StatePlane Texas North Central FIPS 4202 Feet

Legend
- Tyler City Limits
- City Limits in 2005_

12/17/2025

1 inch equals 2,500 feet

Tyler City Limits as of December 2005

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-2

Date: January 28, 2026

Subject: Z25-036 FRANCISCO OLIVARES (625 EAST ROSEDALE STREET) Request that the City Council consider adoption of an Ordinance approving a zone change from R-1B, Single-Family Residential District to RPO, Restricted Professional Office District.

Item Reference:

The applicant is requesting the zone change to operate the property as a barbershop on Lot 2 of NCB 227, one lot containing approximately 0.17 acres of land located east of the southeast intersection of East Rosedale Street and Carlyle Avenue (625 East Rosedale Street).

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

According to 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.

The adjacent properties to the north and west are zoned R-1B, Single-Family Residential District and are developed with single-family homes and a church. The adjacent property to the east is zoned C-2, General Commercial District and is developed with an auto shop.

The Tyler 1st Future Land Use Guide identifies this property as Single-Family Medium/Low Density. This request would amend the FLUG to Office.

The applicant intends to continue operating a barbershop, originally established in 1996, and is currently remodeling the existing building to resume its use.

On January 6, 2026, the Planning and Zoning Commission held a public hearing for this request. The applicant spoke in favor of the request.

As of Friday, January 23, 2026, of the 17 notices mailed, none 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 rezoning request.

RECOMMENDATION:

The Planning and Zoning Commission by a 7-0 vote recommends approval of a zone change from R-1B, Single-Family Residential District to RPO, Restricted Professional Office 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-2026-

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-1B, SINGLE-FAMILY RESIDENTIAL DISTRICT TO RPO, RESTRICTED PROFESSIONAL OFFICE DISTRICT ON LOT 2 OF NCB 227, ONE LOT CONTAINING APPROXIMATELY 0.17 ACRES OF LAND LOCATED EAST OF THE SOUTHEAST INTERSECTION OF EAST ROSEDALE STREET AND CARLYLE AVENUE (625 EAST ROSEDALE STREET); DIRECTING THE AMENDMENT OF THE ZONING MAP; DIRECTING THE AMENDMENT OF THE FUTURE LAND USE GUIDE; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

I. APPLICATION Z25-036

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

> On Lot 2 of NCB 227, one lot containing approximately 0.17 acres of land located east of the southeast intersection of East Rosedale Street and Carlyle Avenue (625 East Rosedale Street).

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

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

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

PASSED AND APPROVED this the 28th day of January A.D., 2026.

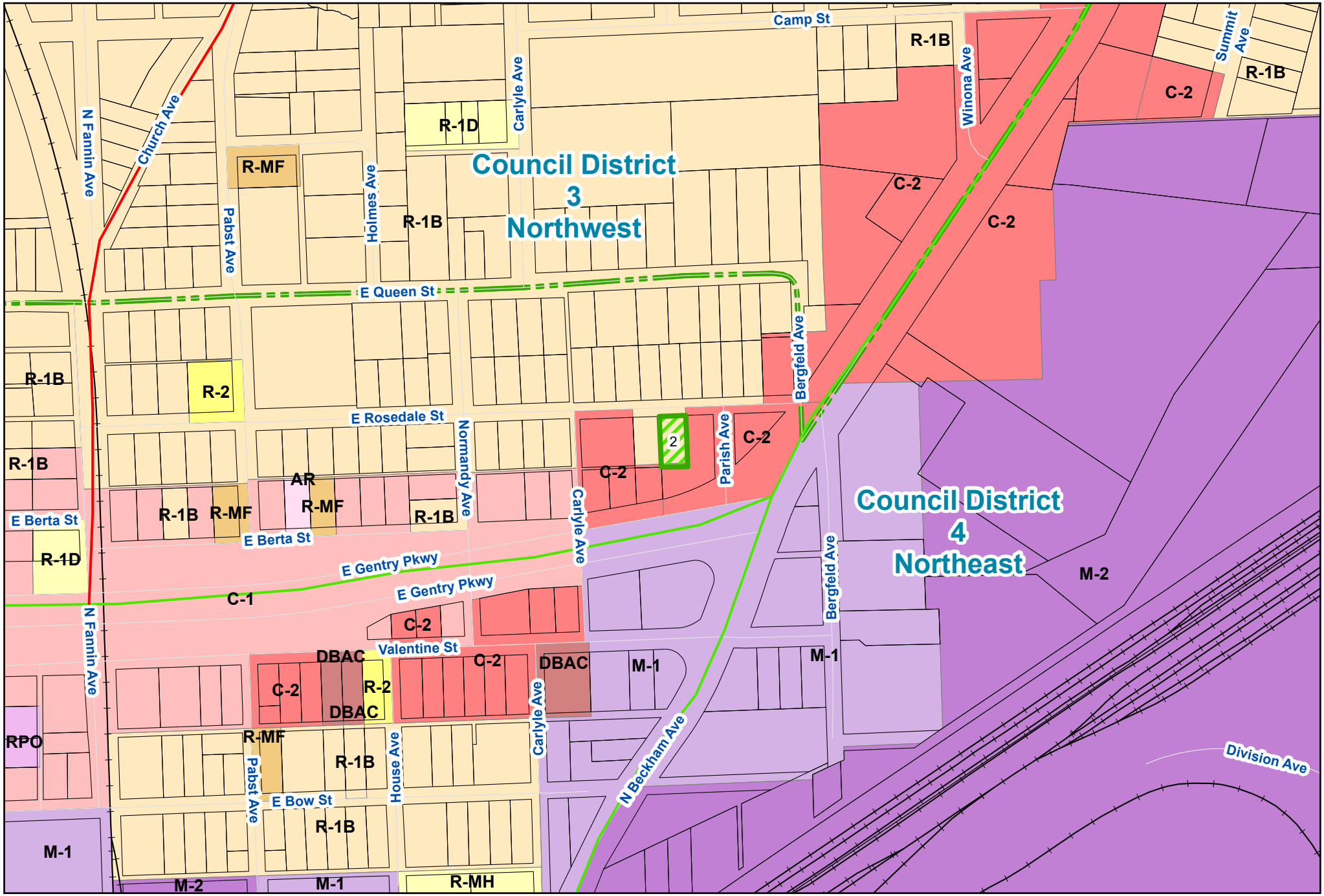
_____
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

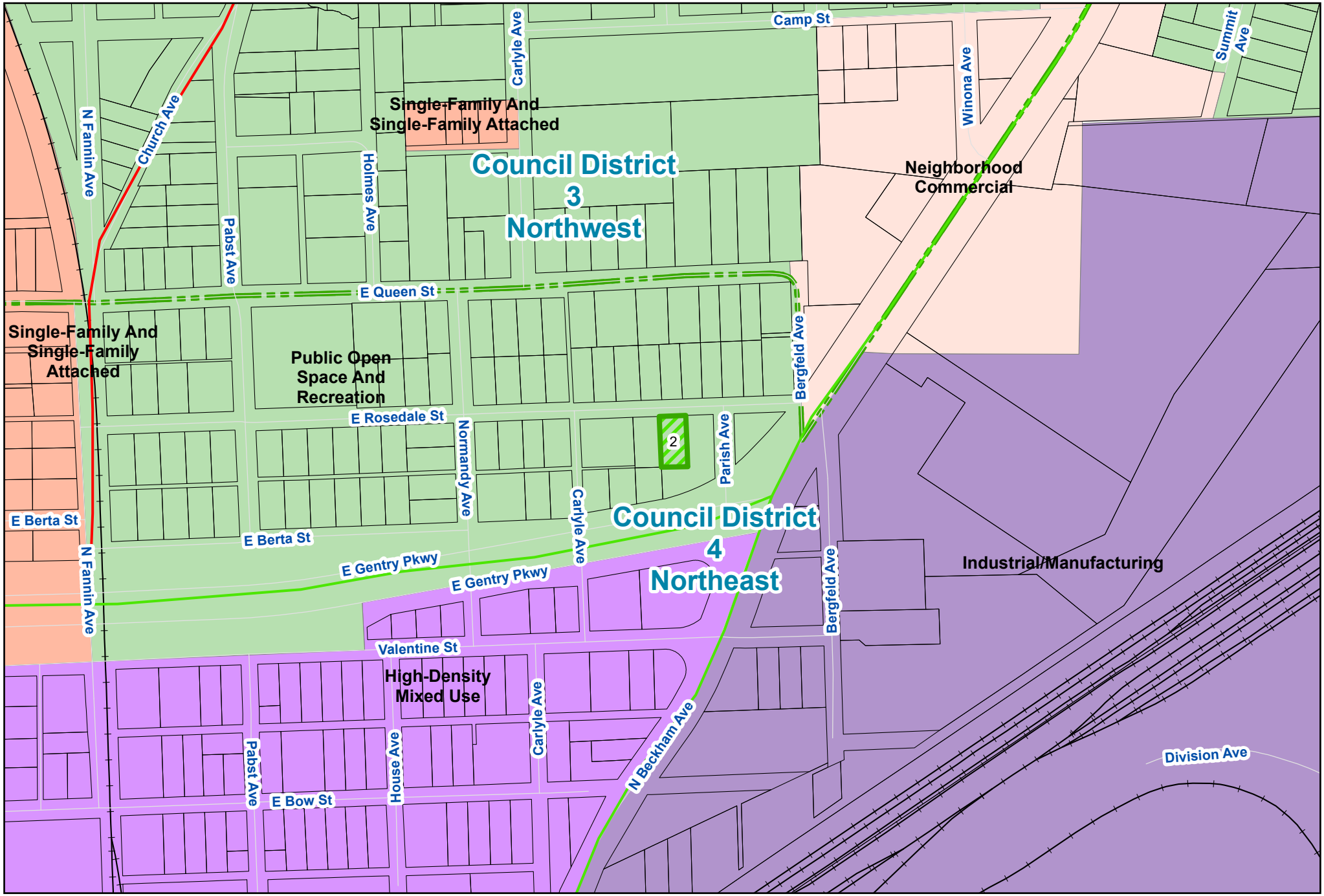


This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

1 inch equals 300 feet

ZONING CASE
Zoning Case #: Z25-036
Current Zoning: R-1B
Proposed Zoning: RPO
FRANCISCO OLIVARES

Subject Property

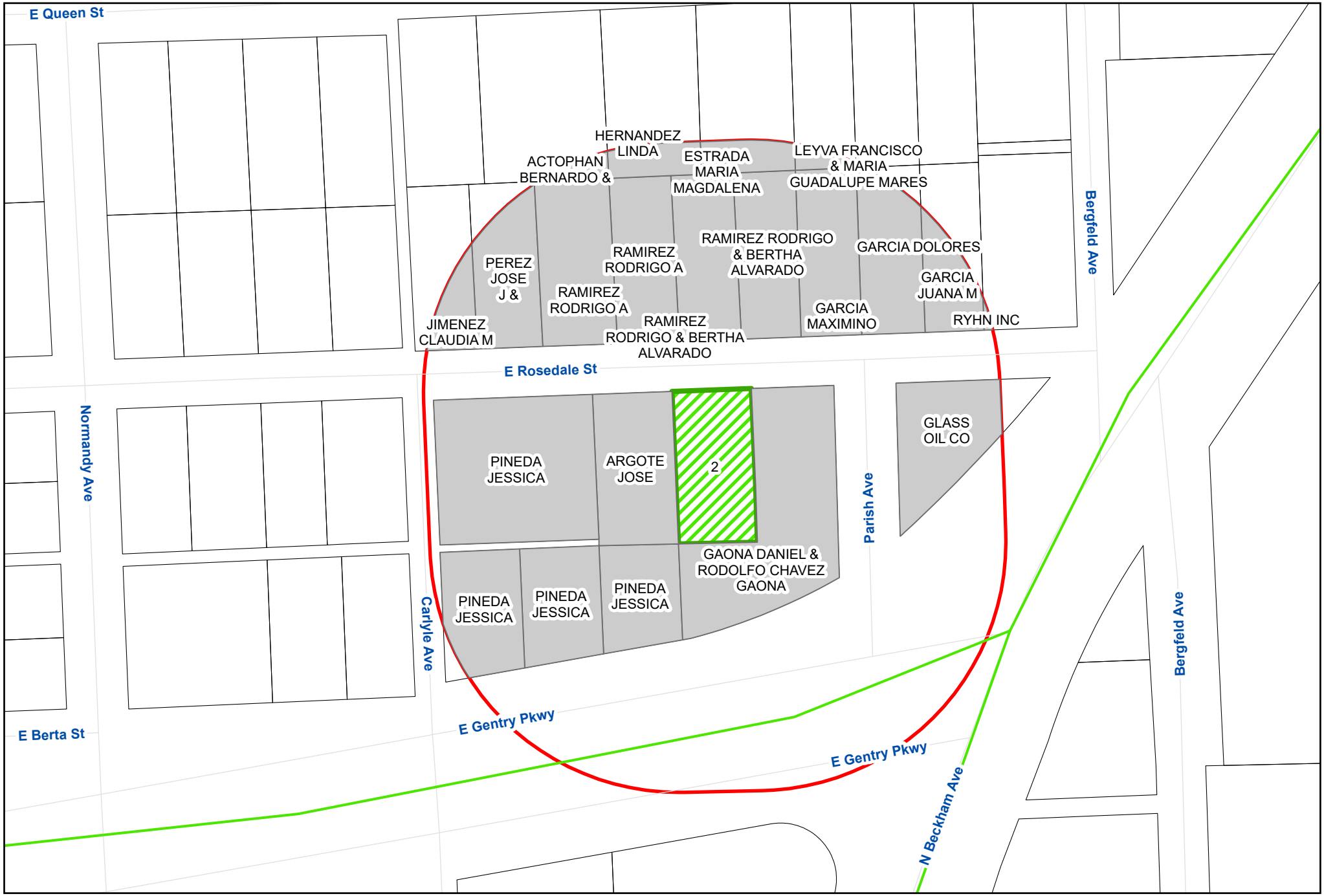


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1 inch equals 300 feet

ZONING CASE
Zoning Case #: Z25-036
Current Zoning: R-1B
Proposed Zoning: RPO
FRANCISCO OLIVARES

Subject Property



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1 inch equals 100 feet

ZONING CASE
Zoning Case #: Z25-036
Current Zoning: R-1B
Proposed Zoning: RPO
FRANCISCO OLIVARES

Subject Property
200' Mailed Notification Area

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-3

Date: January 28, 2026

Subject: C25-005 BILLY WAYNE JOHNSON (AN UNIMPROVED RIGHT-OF-WAY AVALON AVENUE) Request that the City Council consider adoption of an Ordinance approving the closure of an unimproved right-of-way for Avalon Avenue adjacent to Rosemont Street.

Item Reference:

The applicant is requesting the closure to replat the right-of-way into their adjacent property as part of their own personal property. The right-of-way was platted in 1946, but it was never constructed as a street. The property owner has been using the right-of-way for personal use to get in and out of their property. Each adjacent property owner will be entitled to half of the right-of-way. The applicant will be required to dedicate utility easements and drainage as necessary.

On January 6, 2026, the Planning and Zoning Commission held a public hearing for the request. The applicant was not present and there was no significant discussion.

As of Friday, January 23, 2026, of the 19 notices mailed, one notice was returned in favor, and no notices were returned in opposition to the requested closure.

All other departments have reviewed the application and anticipate no significant 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 right-of-way subject to the right-of-way being replatted within six months.

Attachments:
Ordinance
Location Map
Future Land Use Map
Notification Map

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

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2026-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CLOSING AN UNIMPROVED RIGHT-OF-WAY. THE NORTH SIDE OF THE RIGHT-OF-WAY IS ADJACENT TO ROSEMONT STREET. THE EAST SIDE OF THE RIGHT-OF-WAY IS ADJACENT TO LOTS 239, 242, 243, 246, 247 AND 250 OF NCB 669-N. THE SOUTH SIDE OF THE RIGHT-OF-WAY IS ADJACENT TO LOTS 38, 39, 40 AND 100 OF NCB 708. THE WEST SIDE OF THE RIGHT-OF-WAY IS ADJACENT TO LOT 316 OF NCB 669-N 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 right-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 C25-005

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

> Unimproved right-of-way. The north side of the right-of-way is adjacent Rosemont Street. The east side of the right-of-way is adjacent to lots 239, 242, 243, 246, 247 and 250 of NCB 669-N. The south side of the right-of-way is adjacent to lots 38,39. 40 and 100 of NCB 708. The west side of the right-of-way is adjacent to lot 316 of NCB 669-N. 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 and dedicates necessary easements.

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

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

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

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

PASSED AND APPROVED this the 28th day of January A.D., 2026.

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

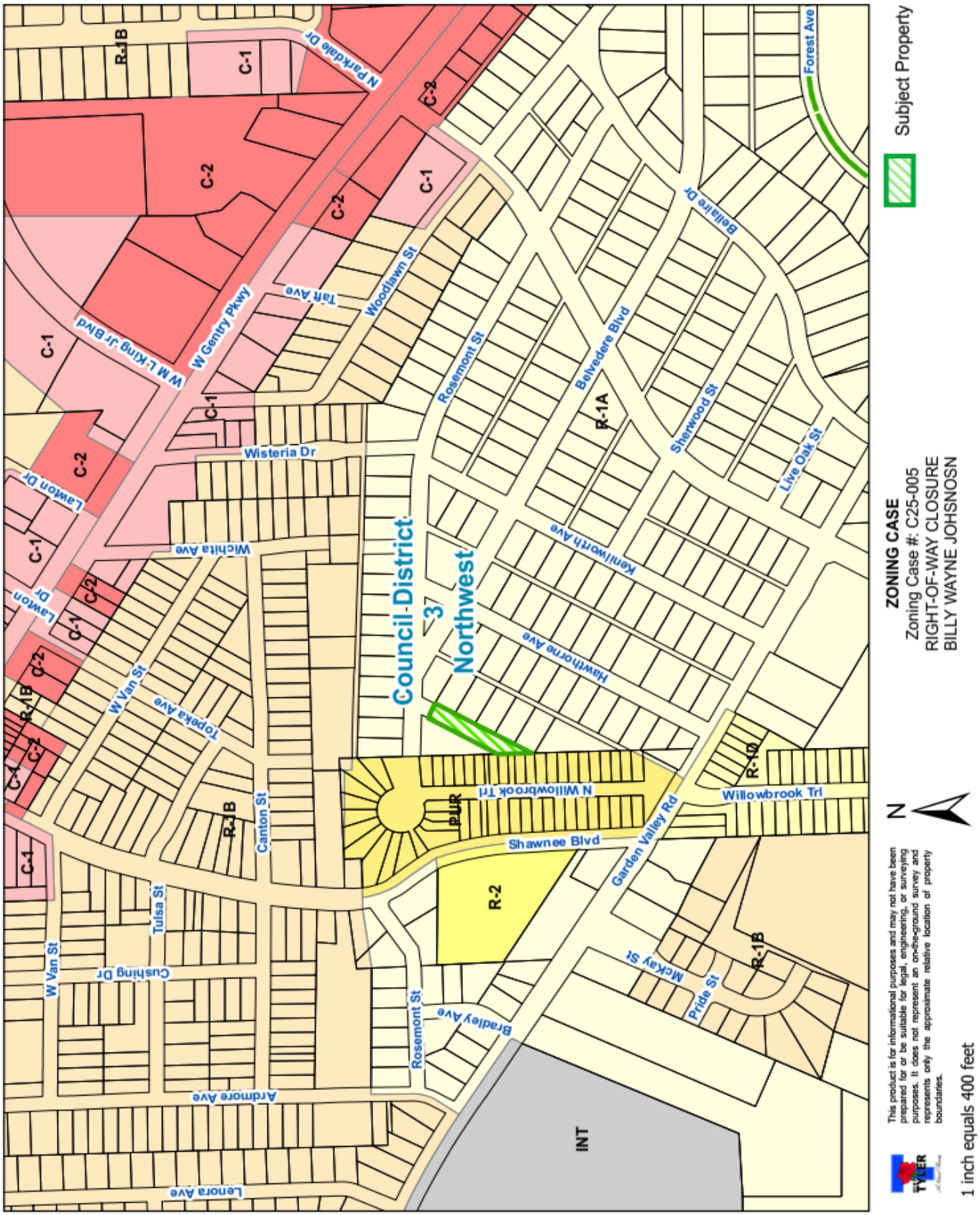
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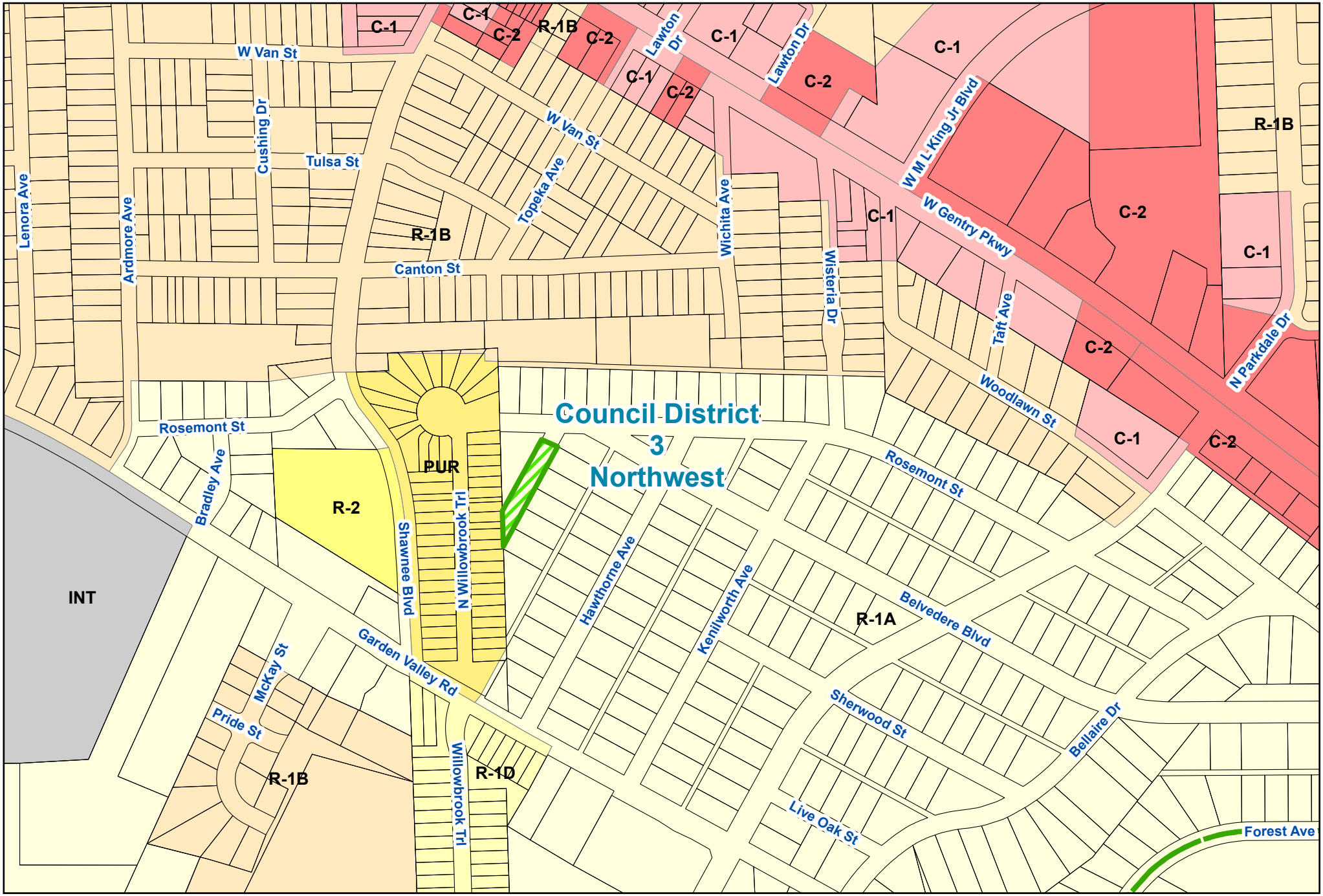
APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

ORDINANCE NO. O-2026-
EXHIBIT "A"
LOCATION MAP





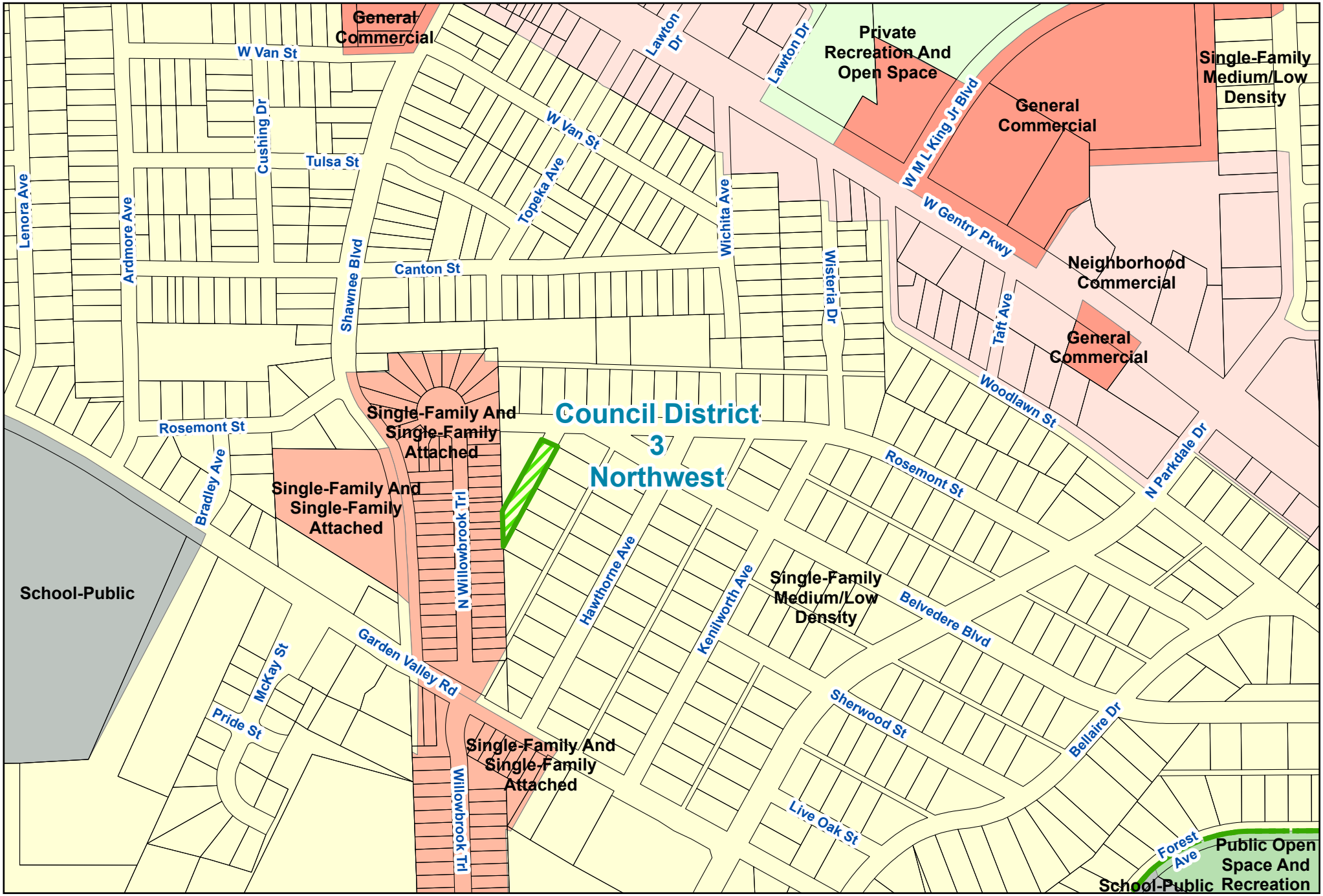
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1 inch equals 400 feet

N

ZONING CASE
Zoning Case #: C25-005
RIGHT-OF-WAY CLOSURE
BILLY WAYNE JOHSNOSN

Subject Property



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1 inch equals 400 feet

N

ZONING CASE
Zoning Case #: C25-005
RIGHT-OF-WAY CLOSURE
BILLY WAYNE JOHSNOSN

Subject Property



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1 inch equals 150 feet

N

ZONING CASE
Zoning Case #: C25-005
RIGHT-OF-WAY CLOSURE
BILLY WAYNE JOHSNOSN

Subject Property
200' Mailed Notification Area

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. R-1

Date: January 28, 2026

Subject: Request that the City Council consider adoption of a Resolution affirming the City's application to the Texas Parks and Wildlife Department (TPWD) Boating Access grant program for construction of a public boat ramp and related boating facilities at Lake Tyler; authorizing the City Manager to act on behalf of the City in dealings with TPWD; and committing a 25% local match in the amount of $83,300 through the Water Utilities Capital Projects Fund.

Item Reference:

The City of Tyler owns Lake Tyler and adjacent lands and maintains regulations under Tyler City Code Chapter 19, Article VI to protect water quality, ensure safe navigation, and safeguard public health and safety. The proposed project will enhance recreational opportunities by constructing a boat ramp and associated facilities, benefiting local residents and visitors.

Texas Local Government Code Section 341.903 authorizes municipalities to police and manage areas outside city limits, including lakes and contiguous lands. The City's regulations and governmental functions include maintaining recreational areas and facilities, which align with this project.

The TPWD Boating Access program reimburses eligible construction costs. The resolution designates the City Manager as the City's representative for all actions with TPWD, confirms the availability of matching funds, and commits the City to operate, maintain, and provide security for the facility for its useful life (minimum 25 years). The facility will be open to the public at reasonable times.

TWU is planning to utilize this funding to rehabilitate the Hill Creek boat ramp and improve access between the recreation area, parking lot and boat ramp, as well as install a public restroom.

Funding:
City match: 25% ($83,300), provided via appropriations or in-kind services. TPWD reimbursement up to 75% of eligible project costs. Funding source: Utilities-Capital Projects (Fund 503).

MHS planning and design, LLC is assisting Tyler Water Utilities in submitting the application for grant funding.

RECOMMENDATION:

Request that the City Council consider adoption of a Resolution affirming the City's application

to the Texas Parks and Wildlife Department (TPWD) Boating Access grant program for construction of a public boat ramp and related boating facilities at Lake Tyler; authorizing the City Manager to act on behalf of the City in dealings with TPWD; and committing a 25% local match in the amount of $83,300 through the Water Utilities Fund 503.

Attachments:
Resolution; TPWD Boat Ramp.docx
Lake Tyler - TPWD Boating Access Program Assurances

Drafted/Recommended By:
Department Leader Kate Dietz, P.E. / Director of Utilities

Edited/Submitted By:
City Manager

RESOLUTION NO. R-2026-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AFFIRMING APPLICATION FOR GRANT FUNDING THROUGH THE TEXAS PARKS AND WILDLIFE DEPARTMENT FOR CONSTRUCTION OF A BOATING ACCESS ON LAKE TYLER; DESIGNATING CERTAN OFFICIALS AS BEING RESPONSIBLE FOR ACTING FOR, AND ON BEHALF OF CITY OF TYLER, TEXAS AS "SPONSOR" IN DEALING WITH THE TEXAS DEPARTMENT OF PARKS AND WILDLIFE; AUTHORIZING THE PROVISION OF CITY'S MATCH OF 25% BY APPROPRIATIONS OR IN-KIND SERVICES; 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 of Tyler, Texas is the owner of the waters of Lake Tyler and certain adjacent lands; and

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

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

WHEREAS, City Code Section 19-130 states that the purposes of Article VI. are to protect and control the quality of the Lake as a water supply source, to ensure safe navigation on the Lake, to guard against deterioration of existing dams and other structures, and to protect the public health safety and welfare; and

WHEREAS, City Code Section 19-130 provides that the City adopts Article VI. to exercise its governmental functions, including, but not limited to, those as to street maintenance and construction, water works, dams and reservoirs, regulation of traffic, recreational areas and facilities, including swimming areas, beaches and marinas, inspection, engineering and water services, and dumping and litter; and

WHEREAS, the City of Tyler, Texas (hereinafter the "Sponsor") is desirous of providing for the construction of a boat ramp and boating facilities on Lake Tyler (hereinafter the "Program'); and

WHEREAS, the construction of such a facility would be of benefit to the citizens of the City of Tyler, the local area, as well as transient recreational boaters from the State and other states; and

WHEREAS, the "Sponsor" is desirous of authorizing an official to represent and act for the "Sponsor" in dealing with the "Department" concerning the "Program";

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

PART 1: That the Tyler City Council, in meeting this 28th day of January 2026, is hereby eligible for assistance and will enter into a project agreement with the Department to provide for said construction on a reimbursement basis, with the Sponsor providing 25% ($83,300.00) by appropriations or in-kind services, and the Department providing 75% matching funds for work accomplished.

PART 2: That the "Sponsor" hereby authorizes and directs its City Manager, Edward

Broussard, to act for the "Sponsor" in dealing with the "Department" for the purpose of the "Program", and Edward Broussard is hereby officially designated as the representative in this regard.

PART 3: That the "Sponsor" has matching funds available.

PART 4: That the "Sponsor" will operate said facility; perform all necessary maintenance and repairs to ensure public use, health, and safety; and provide security surveillance to eliminate creations of nuisance or hazard to the public or adjacent property owners for the life of the facility (minimum 25 years); and

PART 5: That said facility will be open at all reasonable times to the public, and that revenue from any user fees will be used to offset operation and maintenance costs of any supported facilities.

PART 6: That this Resolution shall take effect immediately upon its adoption.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS this 28th day of January, 2026.

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

ATTEST:

_____
CASSANDRA BRAGER
CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM
CITY ATTORNEY

OMB Number: 4040-0007
Expiration Date: 02/28/2025

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	City Manager
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Tyler	

Standard Form 424B (Rev. 7-97) Back

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. O-1

Date: January 28, 2026

Subject: Request that the City Council consider the adoption of an Ordinance approving a Settlement Agreement and Water Utility Tariff proposed by Southern Utilities Company for its customers in the corporate limits of the City of Tyler.

Item Reference:

On September 5, 2025, Southern Utilities Company (Southern) filed a Statement of Intent to Change Rates for customers located inside the City of Tyler. Southern has 232 accounts inside Tyler out of a total of approximately 23,000 accounts in total. Tyler is the regulatory authority regarding Southern's rates inside the city limits. Southern also filed a rate change request with the Public Utility Commission (PUC) to change rates outside of Tylerâ€™s city limits.

Southern's current rates inside Tyler are $22.82 per month for 5,000 gallons. This rate has not changed since 2007, while Southern's rates outside of Tyler were last changed in 2013 and are $33.38 per month for 5,000 gallons. Southern's proposed rates, both inside and outside Tyler, would be $39.55 per month for 5,000 gallons. For comparison, Tyler's current rates are $37.05 per month for 5,000 gallons.

Southern provided notice to the customers located inside Tyler, which directed the customers to file any protests of the rate change with the City Manager. The City Manager did not receive any protests to the rate change.

Tyler staff reviewed Southern's rate change application and identified a few changes that need to be made, including removal of a proposed surcharge, related to a prior Southern surcharge that did not apply inside Tyler, and some changes to make Southern's tariff consistent with Tylerâ€™s plumbing code. Tyler also requested that Southern agree that if the PUC approved lower rates for areas outside of Tyler, that Southern would amend its tariff inside Tyler to the same rates. Southern agreed these changes on the condition that Tyler allow Southern to begin charging the new rates no later than April 1, 2026, or earlier based on the timing of the PUC approval.

Based on these discussions, Southern and Tyler staff developed a proposed settlement agreement (Exhibit A) and revised proposed tariff (Exhibit B).

RECOMMENDATION:

Request that the City Council adopt an Ordinance approving a Settlement Agreement and Water Utility Tariff proposed by Southern Utilities Company for its customers in the corporate limits of

the City of Tyler.

Attachments:
2026-01-28 Southern Rate Ordinance - 2026
Exhibit A
Exhibit B

Drafted/Recommended By:
Department Leader Kate Dietz, P.E. / Director of Utilities

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2026-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, APPROVING A WATER UTILITY TARIFF PROPOSED BY SOUTHERN WATER COMPANY FOR ITS CUSTOMERS IN THE CORPORATE LIMITS OF THE CITY OF TYLER; APPROVING THE EXECUTION OF A SETTLEMENT AGREEMENT RELATED THERETO; MAKING SPECIFIC FINDINGS RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Sections 1 and 41 of its Charter, and Section 13.042 of the Texas Water Code, the City of Tyler, Texas ("Tyler") has the authority to fix and regulate the rates of water utilities providing service within Tyler's corporate limits; and

WHEREAS, on September 5, 2025, Southern Water Company ("Southern") filed a Statement of Intent to Change Rates by adopting a new tariff for its customers in the corporate limits of Tyler; and

WHEREAS, Southern proposed an effective date of November 1, 2025; and

WHEREAS, under its authority in Section 13.187 of the Texas Water Code and Section 15-4 of the Tyler City Code, Tyler suspended Southern's proposed effective date to allow Tyler Water Utility staff to review the proposed rates and tariffs; and

WHEREAS, the City Manager, as supervisor of public utilities, did not receive petitions from the lesser of 1,000 or 10 percent of Southern's ratepayers located inside the City limits after Southern provided notice to its ratepayers pursuant to the Texas Water Code; and

WHEREAS, after discussions between Southern and the City Manager, Southern and City Manager agreed to changes to some of the terms and conditions in Southern's tariff as reflected in the Settlement Agreement (attached and incorporated herein as Exhibit A) between Tyler and Southern, and the revised proposed tariff ((attached and incorporated herein as Exhibit B); and

WHEREAS, the City Manager has completed his review of Southern's revised tariff and has determined that the revised tariff complies with the requirements of Chapter 13 of the Texas Water Code and Chapter 15 of the Tyler City Code; and

WHEREAS, the City Council desires to approve the Settlement Agreement and the revised tariff.

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

PART 1. The findings set forth in this Ordinance are hereby in all things approved.

PART 2. The City Council authorizes the execution of the Settlement Agreement (Exhibit A).

PART 3. The revised tariff and rates set out in Exhibit B are approved. The effective date of the new rates is April 1, 2026, or on the effective date set by the Public Utility Commission of Texas in Docket No. 58540 ("Southern Rate Case"), whichever is earlier.

PART 4. If the Public Utility Commission of Texas ("PUC") sets final Minimum Monthly and/or Gallonage Charge rates for areas outside of Tyler that are less than the rates in Exhibit A, the rates set by the PUC shall be incorporated into the rates charged within Tyler, and Southern shall submit a revised tariff to City Manager within 30 days after the PUC's approval of final rates in Docket No. 58540.

Part 5. This ordinance shall take effect immediately upon its adoption.

PASSED AND APPROVED this __the day of _____, A. D., 2026.

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

ATTEST:

_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM, CITY ATTORNEY

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is by and between the City of Tyler ("City" or "Tyler") and Southern Utilities Company ("Southern") (collectively, the "Parties" or individually as a "Party")

RECITALS

WHEREAS, Southern Utilities Company is a retail public utility operating under a state-issued certificate of convenience and necessity ("CCN") and providing retail water utility service to all Southern's certificated service area, including certain portions of Southern's certificated service area within the City; and

WHEREAS, on September 5, 2025, Southern filed its Application of Southern Utilities Company for Authority to Change Rates (the "Application") with the Public Utility Commission of Texas ("PUC") and the City of Tyler, City of Kilgore, City of Noonday, and City of New Chapel Hill; and

WHEREAS, Southern's certificated water utility service area includes Smith, Cherokee, and Rusk Counties; and

WHEREAS, the City of Tyler, Texas, is a municipal corporation in Smith County, Texas; and

WHEREAS, Southern's Application as filed with the City of Tyler proposed that the rates/tariff for service territory within the City be the same as the rates/tariff for the rest of Southern's service area and reflected in a new in-City tariff; and

WHEREAS, Southern's Application for the PUC to establish rates for out-of-city customers remains pending in PUC Docket No. 58540 ("PUC Rate Case"); and

WHEREAS, the City of Tyler and Southern mutually desire to enter into this Agreement setting forth the terms and conditions pursuant to which they will agree to the in-City Revised Tariff attached hereto as **Exhibit A** ("Revised Tariff"), Southern will agree to charge in-City rates pursuant to the Revised Tariff, and Southern will agree to perform certain other obligations as described herein;

NOW, THEREFORE, in consideration of the promises, mutual agreements, and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in settlement of disputed claims, the City of Tyler and Southern hereby contract and agree as follows:

ARTICLE I
REVISED TARIFF AND TERMS

1.1 The City and Southern agree to the Rates as set forth in the Revised Tariff attached hereto as **Exhibit A** and that the Revised Tariff rates and terms shall be applied to in-City customer bills in the manner and according to the schedule set forth in **Exhibit A**.

1.2 The City and Southern agree the Revised Tariff shall become effective for bills for water service during any billing period that starts on or after April 1, 2026, if there is no earlier PUC decision in the PUC Rate Case before that time, with the understanding that the Revised Tariff rates shall be subject to modification after April 1, 2026 to align with PUC's decision in the PUC Rate Case except: (1) the agreed rate case expense surcharge reflected in the Revised Tariff shall remain the only applicable rate case expense surcharge within Tyler notwithstanding the PUC Rate Case outcome, and (2) Southern's proposed "Docket Nos. 51233/55145 Expense Rider" shall not apply in Tyler regardless of a PUC Rate Case decision approving that rate. The City of Tyler also understands the Revised Tariff, with incorporation of the modifications and exceptions discussed above, may become effective prior to April 1, 2026 if there is an earlier PUC Rate Case decision establishing rates on either an interim or final basis.

1.3 The City of Tyler and Southern agree that Southern's recoverable rate case expenses from in-City customer connections shall equal a pro-rata share, based on the total number of Southern's Tyler connections, of Southern rate case expenses through October 31, 2025. That total is $2,654.91. This equates to a $0.61 per customer per month rate case expense surcharge over two years, but Southern shall be allowed to continue this rate case expense surcharge until $2,654.91 is collected from Southern's Tyler customer connections.

1.4 Nothing in this Agreement compromises or limits Southern's authority to seek recovery of additional rate case expenses in other matters or dockets.

ARTICLE II
SPECIAL PROVISIONS

2.1 Southern agrees to the service policy modification shown in Section 2.20 of the Revised Tariff that incorporates "the 2021 International Plumbing Code as amended by the City of Tyler."

2.2 Southern agrees to the service policy modification shown in Section 2.20 of the Revised Tariff that incorporates a reference to "City of Tyler ordinance or rule" as an additional source of requirements service applicants may be required to comply with as a pre-condition to receiving service.

ARTICLE III
TERMINATION

3.1 This Agreement shall automatically terminate effective upon the filing of Southern's next water rate/tariff change application that seeks to change the Revised Tariff rates or terms applicable to the City of Tyler not already agreed to here.

3.2 Each Party's respective obligations under this Agreement shall not continue past this Agreement's termination.

ARTICLE IV
MISCELLANEOUS

4.1 No agreements other than this Agreement now exist between the City of Tyler and Southern concerning the subject matter of this Agreement.

4.2 The City of Tyler acknowledges that it has retained an attorney to represent it in connection with this rate case, that this Agreement is binding on the City, and that the City had this Agreement reviewed by an attorney of its own selection prior to executing this Agreement.

4.3 This Agreement shall be binding on the City of Tyler and Southern, and shall be binding on and inure to the benefit of the successors and assigns of the respective Parties to this Agreement.

4.4 This Agreement is the entire agreement between the Parties hereto with respect to the subject matter hereof. No modifications of this Agreement shall be of any force or effect, whatsoever, except as by subsequent modification in writing signed by the Parties.

4.5 The provisions of this Agreement shall be governed by and construed and entered in accordance with the substantive laws of the State of Texas. Any action at law or in equity brought to enforce any provision of this Agreement shall be brought in a court of competent jurisdiction with venue in Smith County, Texas.

4.6 If any provision of this Agreement shall for any reason be deemed invalid, illegal or unenforceable in any respect by the Public Utility Commission of Texas or a court of competent jurisdiction, 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 continued herein and in lieu thereof shall be substituted a new provision (including a new substitute Revised Tariff) that is as near to the intent of the parties without being invalid, illegal or unenforceable.

4.7 The Parties agree that this Settlement Agreement is binding on each signatory only for the purpose of settling the issues set forth herein and for no other purposes. This Settlement shall not be binding or precedential upon a Party outside of this proceeding.

EXECUTED AND AGREED TO by the Parties hereto this ____ day of _____, 2026.

SOUTHERN UTILITIES COMPANY

By:_____

Printed Name: Michael R. Farrell
Title: President

By:_____

Printed Name: Geoffrey P. Kirshbaum
Title: Attorney

CITY OF TYLER, TEXAS

By:_____

Printed Name:_____

Title:_____

By:_____

Printed Name: Joe Freeland
Title: Attorney

WATER UTILITY TARIFF
FOR
City of Tyler Only

Southern Utilities Company
(Utility Name)

218 North Broadway Avenue
(Business Address)

Tyler, Texas 75702-5710
(City, State, Zip Code)

(903) 593-2588
(Area Code/Telephone)

This tariff is effective for utility operations under the following Certificate of Convenience and Necessity:

10762

This tariff is effective in the following counties:

Smith

This tariff is effective in the following cities or unincorporated towns:

Tyler

This tariff is effective for customer connections in the following subdivisions and public water system located within the City of Tyler:

See attached list

TABLE OF CONTENTS

The above utility lists the following sections of its tariff (if additional pages are needed for a section, all pages should be numbered consecutively):

SECTION 1.0 -- RATE SCHEDULE.....2
SECTION 2.0 -- SERVICE RULES AND POLICIES 3
SECTION 3.0 -- EXTENSION POLICY 13

APPENDIX A - DROUGHT CONTINGENCY PLAN
APPENDIX B - Contract/Application for Utility Service
APPENDIX C - Description of Facility Requesting Potable Water Service
APPENDIX D - Agreement for Temporary, Non-Potable Construction Water Service
APPENDIX E-- Application for Exemption from Service Deposit
APPENDIX F-- Service Inspection Certification
APPENDIX G - Backflow Prevention Assembly Test and Maintenance Report
APPENDIX H - Bank Draft Authorization Form
APPENDIX I -- Miscellaneous Forms

SMITH COUNTY - SOUTHERN UTILITIES COMPANY PWS ID 2120063

Acadia Place
Allen, Gene Homes
Antler Creek
Apple Ridge MHP
Arp Club Lake
Backwoods Sub
Baker Plantation
Bayview Estates
Bellaire Addition
Bellwood Acres (Fish Pond Acres)
Ben Roy Bay
Ben Hughey Addition
Bentwood Bay
Bentwood Sub (Wedgewood Park)
Bickley Homeplace
Big "T" Industrial Park
Big Oak Bay
Blue Ridge Estates
Boat Ramp (Lake Tyler)
Boat Ramp (Lake Palestine)
Boneys MHP
Breckenridge Park
Bridle Ridge
BrookStone
Byrd Lane
Cambridge Estates
Cameron Park Addition
Canterbury Estates
Canyon Circle
Castle Rock Estates
Cedar Ridge Sub
Cedar Bay
Cedar Creek
Cedar Valley
Channelview Estates
Chapel Hill Elem. School Sub
Charles Burkett Addition
Chas Burkett Addition
Chelsey Addition
Cherokee Trails Addition
Cherokee Cove
Cheyenne Hills Sub
Claremore Terrace
Colony, The
Colony West, The
Concession Park (Lake Tyler)
Cooper Addition
Cooper, H.P. Sub
Country Meadows
Country Mobile Home
Country Place (CR 1246)
Country Place MHP
Country Manor Estates
Country Estates (CR 327)
Country Estates (CR 142)
Country Estates MHP (Barbee Rd)
Country Estates Sub (FM 2767)
County Rd 1100 Addition
County Rd 489 Addition
Cox-Welch Addition
Crown Point
Cumberland Ridge
Cumberland Valley
Curtis Well Area
Deer Creek
Deer Haven Estates
Deer Park
Deer Run Addition
Dept. of Public Safety
Dewberry Estates
Dixie Well Area
Dixie Heights North
Dixson Acres
Dogwood Shores
Driskill-Burleson Industrial Park
Eagles Bluff Area
East Lake Heights
East Side Sub
Eastshore Estates
Edwards, Almerta
Edwards Sub
Emerald Isle
Estate Villages
Eubanks Addition
Fairhaven
Fairmont Oak Addition
Falls Creek Estates
Federal Lake
Field Estates
Fish Hatchery
Flint Acres
Flint Heights
Flint Addition
Flint Townhomes
Flintridge Addition
Flintwood South Sub
Ford Lake
Forest Glenn
Forest Glenn South
Forestview Estates
Forest View Park
Foxwood Addition

SMITH COUNTY - SOUTHERN UTILITIES COMPANY PWS ID 2120063 (Cont.'d)

Fruitdale Addition
Garret MHP
George, A.L. Sub
Giles Sub
Gilliam Estates, Wade
Glen, The
Golden Meadows Park
Golf Course (Lake Palestine)
Graham Estates
Green Berry Hill Sub
Green Leaf Addition
Greenbriar MHP
Greenbriar Club Lake
Greenbriar Addition
Greenland Hills Country Estates
Greenleaf Sub
Gresham Village Shopping Center
Gresham Oaks Addition
Gresham Heights
Grier Acres
Gruene Valley Ranch
Headache Springs Natural Park
Herring Industrial Park
Hidden Hill Lake
Hidden Oaks
Hide-A-Way Bay
High Forty Sub
High Meadows
Hill Creek Park
Hill Lake
Hilltop Acres
Hilltop Heights Addition
Hivemind Way
Holiday Farms
Hombre Industrial Park
Horseshoe Lake
Horseshoe Club Lake
Huckleberry Hill
Hughey Addition, The
Hunter's Creek
Hunters Ridge
Imperial Gardens MHP
Interlake Hills
Kara Lynn Sub
Keeling Heights Sub
Keeling Hills
Kellywood Acres
Khalifa Court
Kimwood Acres
Kingswood Place
Kirkley Addition
Kirkpatrick Heights
Kirkpatrick Addition
Knollwood Addition
L Cra-Mar Estates
L.O.W. Sub
Lake East Villages
Lake Forest Hill Addition
Lake Haven
Lake Palestine
Lake Park
Lake Park Addition
Lake Pine Estates
Lake Placid
Lake Ridge Estates
Lake Tyler East
Lake Tyler
Lake Cove Estates
Lakeland Heights
Lakeridge Estates
Lakeview Estates
Lakeway Industrial Park
Lakewood Addition
Lakewood Garden
Lamplighter MHP
Laura Leigh Acres
Lavender Springs
Lavender Estates
Lemon Point
Liberty Hill Gardens
Lindsey Crossing
Lindsey Park
Lookout Village
Lucky Acres
Mae Gin Cove
Malibu Bay
Marina (Lake Palestine)
Matise-Hoyt Addition
McElroy Sub
McKeathan Sub
Meadow Oaks
Meadowbrook MHP
Meadowlands, The
Meadows, The
Meadows West, The
Meadow View Estates
Metcalf Sub
Mobile Home Parks
Mockingbird Hill
Monarch Oaks (Paul Hancock Addt)
Monterey Heights
Montgomery Gardens
Moseley Place
Murry Acres Addition

SMITH COUNTY - SOUTHERN UTILITIES COMPANY PWS ID 2120063 (Cont.'d)

Muse, The
Muse, Marshall Addition
Myrtlewood Addition
Neely's Point
Negem Industrial Park
Nolan, George
Normandy Heights
North Shores
Northgate Park MHP
Northwest Sub
Northwoods Sub
Oak Place
Oak Ridge Sub
Oak Ridge Acres
Oak Hurst Golf Course
Oakbrook Estates (Oakbrook Addt)
Oakhurst Place
Oakleaf
Oakvale Sub
Oakwood Park MHP
Oakwood Ridge Addition
Oakwood South
Oakwood Bay Addition
Oaks Landmark, The
Oasis South
Oil Palace
Old Longview Rd/Loop 323 Area
Olon Woods Park
Open Aires Estates
Overland Stage Sub
Pagosa Trail
Paradise Acres MHP
Parkway
Peaceful Acres
Peachtree Country Club
Peach Tree Ranch
Pecan Estates MHP
Peninsula Addition
Peninsula West Addition
Pilot Point
Pine Trail Shores
Pine Springs Sub
Pine Cone Estates
Pine Tree Village
Pine Tree Estates
Pinecrest MHP
Pinecrest Sub
Pinehaven MHP
Pines, The
Pines Addition, The
Plantation South Addition
Plantation Park Addition
Pleasant Retreat Acres
Pleasant Hill Estates
Pleasure Acres Lake
Pleasure Acres
Preston Jones MHP
Quail Meadow MHP
Quail Valley Estates
Queenview Estates
Quiet Bay Sub
R&P MHP
R.A.I.L. Addition
Rainbow Ridge Sub
Ranch Estates
Ranch, The
Rancho Grande MHP
Rancho M Sub
Raspberry (Bob) MHP
Redfern Estates
Reese, Lola Addition
Reynolds, James Sub
Riata Subdivision
Robertson Addition
Rolling Oaks Sub
Roy Addition
Royal Oaks South
Royal Oaks Sub
Running Meadows
Running Meadows North
Running Meadows West
Russwood Acres
Rustic MHP
Saint Michael Addition
Saddlebrook Estates
Saline Creek Village
Saline Creek Estates
Sandy Acres
Sandy Acres MHP
Sandy Beach Park
Schambach MHP
Seven Pines MHP
Shady Grove Addition
Shell Shores Sub
Shelton, H.M. Sub
Sherwood Forest Addition
Sherwood Forest Estates
Silver Pines
Slack Sub
Smallwood Addition
Smith & Hall
Snug Harbor
South Chase Addition
South Point Sub

SMITH COUNTY - SOUTHERN UTILITIES COMPANY PWS ID 2120063 (Cont.'d)

South Hill Creek Sub
Southern Hills
Southern Utilities Field Office
Southern Trace
SouthHaven
Southpark MH Estates
Southpoint Industrial Area
Southview Sub
Southview Addition
Spring Lake Fishing Club
Spring Lake Addition
Spring Lake
Spring Glenn
Spring Creek Sub
Spring Branch Addition
Springhill Canal
Springlake MHP
Spruce Hill Estates
Stapp Hollow
Star Canyon
Stone Chimney Creek
Stoneridge Addition
Stoneridge Sub
Stonewood Addition
Stoney Glen Addition
Stratford Place Addition
Sugar Creek
Sugar Ridge
Summerhill Place
Summit Ridge Addition
Sundown Trails Sub
Sunrise Heights Sub
Sunset Acres Sub
Surrey Trails
Taffney Ridge
Tall Timbers Estates
Talmadge North Addition
Tandem North Addition
Tanglewilde Addition
Tealwood
Thedford Dairy
Thorn Hill
Three Pines MHP
Three Creek Estates
Timbercreek Sub
Timberdale Estates
Timberidge Estates
Timberidge Sub
Timberlake MHP
Timberlake Village
Timberland Estates
Tinsley, W.P. Addition
Tower Court
Town & Country Mobile Estates
Trailor Park
Tranquility Place
Tucson Oaks
Turtle Creek Ranch
Turtle Creek South Estates
Twin Pines MHP
Twin Oaks Sub
Twin Lakes
Tyler Pounds Field Airport
Tyler Animal Shelter
Universal Heights
Vanderbilt Estates
Vantage View Sub
Venture South Sub
Verner-Wood Cemetery Area
Victoria Park Addition
Villages
Villages South
Villages East
Walnut Hill Estates
Walnut Hill Village Addition
Warwick Park Sub
Washington Park Sub
Watson Addition
Wedgewood Park Addition
Wedgewood Sub
Welch Addition
Westhaven
West Lake Estates
West Oaks (FM 724)
Western Hills Sub
Whispering Pines
Whispering Oaks
Whispering Oaks Sub
Whitetail Hollow
Wild Horse
Wildwood Springs
Willingham Road Estates
Willow Creek Addition
Willow Bend
Wilscott Addition
Wilson Retreat
Winchester Pointe
Wind Cliff Harbor
Woodhollow
Woodard Place
Woodard Place Addition
Woodcrest MHP
Woodhollow Sub
Woodland Creek

SMITH COUNTY - SOUTHERN UTILITIES COMPANY PWS ID 2120063 (Cont.'d)

Woodland Heights
Woodlands, The
Woodlands Estates, The
Woodlands Addition, The
Woodridge Meadows Estates
Wright Sub
Wrights Lake
Wynford Park

SECTION 1.0 - RATE SCHEDULE

Section 1.01 - Rates

Meter Size	Monthly Minimum Rate	Gallonage Charge
5/8" x 3/4"	$28.00 (INCLUDING 0 GAL.)	$2.31 per 1,000 gallons for first 6,000 gallons
1"	$70.00	$3.30 per 1,000 gallons from 6,001 to 12,000 gallons
1½"	$140.00	$4.30 per 1,000 gallons from 12,001 and up
2"	$224.00	
3" C	$448.00	
3" T	$490.00	
4" C	$700.00	
4" T	$840.00	
6" C	$1,400.00	
6" T	$1,7500.00	

REGULATORY ASSESSMENT..... 1.0%

A REGULATORY ASSESSMENT, EQUAL TO ONE PERCENT OF THE CHARGE FOR RETAIL WATER SERVICE ONLY, SHALL BE COLLECTED FROM EACH RETAIL CUSTOMER

RATE CASE EXPENSE SURCHARGE: $0.61 per month per connection for 2 years or until recovery of $2,654.91

FORM OF PAYMENT: The utility will accept the following forms of payment:
Cash X, Check X, Money Order X, Bank Draft X
Other (specify) Electronic Payment (See Section 2.06 Billing)

THE UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND MAY REFUSE TO ACCEPT PAYMENTS MADE USING MORE THAN $1.00 IN SMALL COINS. A WRITTEN RECEIPT WILL BE GIVEN FOR CASH PAYMENTS.

UNAFFILIATED THIRD PARTIES WHO ACCEPT AND PROCESS CASH, CREDIT CARD, OR ELECTRONIC PAYMENTS FOR UTILITY BILLS MAY REQUIRE PAYMENT OF AN ADDITIONAL CONVENIENCE CHARGE FOR THIS SERVICE.

SECTION 1.0 -- RATE SCHEDULE

Section 1.02 - Miscellaneous Fees

TAP FEE $1,050.00
TAP FEE COVERS THE UTILITY'S COSTS FOR MATERIALS AND LABOR TO INSTALL A STANDARD RESIDENTIAL 5/8" x 3/4" METER. AN ADDITIONAL FEE TO COVER UNIQUE COSTS IS PERMITTED IF LISTED ON THIS TARIFF.

TAP FEE (Unique costs) ..... ACTUAL COST
FOR EXAMPLE, A ROAD BORE FOR CUSTOMERS OUTSIDE A SUBDIVISION IS A UNIQUE COST. UNIQUE COSTS WILL BE DETERMINED ON A CASE-BY-CASE BASIS.

TAP FEE (Larger meter) ..... ACTUAL COST
THIS TAP FEE IS BASED ON THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR METERS LARGER THAN STANDARD 5/8" x 3/4" METERS. UNIQUE COSTS, SUCH AS ROAD BORES, WILL BE CHARGED IN ADDITION TO THIS TAP FEE AT THEIR ACTUAL COST OF INSTALLATION.

RECONNECTION FEE

THE RECONNECT FEE WILL BE CHARGED BEFORE SERVICE CAN BE RESTORED TO A CUSTOMER WHO HAS BEEN DISCONNECTED FOR THE FOLLOWING REASONS:

a) Non-payment of bill (Maximum $25.00)..... $25.00
b) Customer's request..... $30.00
OR OTHER REASONS LISTED UNDER SECTION 2.0 OF THIS TARIFF

SERVICE INITIATION FEE $50.00
THE SERVICE INITITATION FEE WILL BE CHARGED FOR INITIATING AN ACCOUNT AT A SERVICE LOCATION

LATE CHARGE $5.00
A ONE-TIME PENALTY MAY BE MADE ON DELINQUENT BILLS BUT MAY NOT BE APPLIED TO ANY BALANCE TO WHICH THE PENALTY WAS APPLIED IN A PREVIOUS BILLING.

INSUFFICIENT PAYMENT CHARGE $25.00
INSUFFICIENT PAYMENT CHARGES MUST BE BASED ON THE UTILITY'S DOCUMENTABLE COSTS.

CUSTOMER DEPOSIT RESIDENTIAL (Maximum $50) $50.00

COMMERCIAL AND NON-RESIDENTIAL DEPOSIT ..... 1/6TH EST. ANNUAL BILL

METER TEST FEE (Actual cost of testing the meter, up to) $25.00
THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS A SECOND METER TEST WITHIN A TWO-YEAR PERIOD AND THE TEST INDICATES THAT THE METER IS RECORDING ACCURATELY.

METER RELOCATION FEE ..... Actual cost to relocate that meter
THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS RELOCATION OF AN EXISTING METER

METER CONVERSION FEE ..... Actual cost to convert that meter
THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS CHANGE OF SIZE OF AN EXISTING METER OR CHANGE IS REQUIRED BY MATERIAL CHANGE IN CUSTOMER'S SERVICE DEMAND

SECTION 1.0 -- RATE SCHEDULE

Section 1.02 - Miscellaneous Fees (Continued)

SEASONAL RECONNECTION FEE:

BASE RATE FOR METER SIZE TIMES NUMBER OF MONTHS OFF THE SYSTEM NOT TO EXCEED SIX MONTHS WHEN CUSTOMERS LEAVE AND RETURN WITHIN A TWELVE-MONTH PERIOD.

LINE EXTENSION AND CONSTRUCTION CHARGES:

REFER TO SECTION 2.20 SPECIFIC UTILITY SERVICE RULES AND SECTION 3.20 UTILITY SPECIFIC EXTENSION POLICY FOR TERMS, CONDITIONS, AND CHARGES.

GOVERNMENTAL TESTING, INSPECTION AND COSTS SURCHARGE CLAUSE:

INCREASES IN INSPECTION FEES AND WATER TESTING COSTS IMPOSED BY STATE OR FEDERAL LAW MAY BE PASSED THROUGH AS AN ADJUSTMENT TO THE MONTHLY BASE RATE CHARGE UNDER THE TERMS AND CONDITIONS OF 16 TAC § 24.25(B)(2)(G) AFTER NOTICE TO CUSTOMERS AND UPON WRITTEN APPROVAL BY THE PUC.

TEMPORARY WATER RATE:

Unless otherwise superseded by PUC order or rule, if the Utility is ordered by a court or governmental body of competent jurisdiction to reduce its pumpage, production or water sales, the Utility shall be authorized to increase its approved gallonage charge according to the formula:

$$TGC = cgc + \frac{(prr)(cgc)(r)}{(1.0-r)}$$

Where:

TGC	=	temporary gallonage charge
cgc	=	current gallonage charge
r	=	water use reduction expressed as a decimal fraction (the pumping restriction)
prr	=	percentage of revenues to be recovered expressed as a decimal fraction. For this tariff prr shall equal 0.5.

To implement the Temporary Water Rate, the utility must comply with all notice and other requirements of 16 TAC § 24.25(j).

PURCHASED WATER AND/OR DISTRICT FEE PASS THROUGH CLAUSE:

Changes in fees imposed by any non-affiliated third party water supplier or underground water district having jurisdiction over the Utility shall be passed through as an adjustment to the water gallonage charge according to the following formula:

AG	=	G + B/(1-L), where
AG	=	adjusted gallonage charge, rounded to the nearest one cent;
G	=	approved gallonage charge (per 1,000 gallons);
B	=	change in purchased water/district gallonage charge (per 1,000 gallons);
L=		system average line loss for preceding 12 months not to exceed 0.15

SECTION 2.0 - SERVICE RULES AND REGULATIONS

The Utility will have the most current Public Utility Commission (PUC) Rules, Chapter 24 available at its office for reference purposes. The Rules and this tariff shall be available for public inspection and reproduction at a reasonable cost. The latest Rules or Commission approved changes to the Rules supersede any rules or requirements in this tariff.

Section 2.02 - Application for and Provision of Water Service

All applications for service will be made on the Utility's standard application or contract form (attached in the Appendix to this tariff) and will be signed by the applicant before water service is provided by the Utility. A separate application or contract will be made for each service location.

After the applicant has met all the requirements, conditions and regulations for service, the Utility will install tap, meter and utility cut-off valve and/or take all necessary actions to initiate service. The Utility will serve each qualified applicant for service within 5 working days unless line extensions or new facilities are required. If construction is required to fill the order and if it cannot be completed within 30 days, the Utility will provide the applicant with a written explanation of the construction required and an expected date of service.

Where service has previously been provided, service will be reconnected within one working day after the applicant has met the requirements for reconnection.

The customer will be responsible for furnishing and laying the necessary customer service pipe from the meter location to the place of consumption. Customers may be required to install a customer owned cut-off valve on the customer's side of the meter or connection.

Section 2.03 - Refusal of Service

The Utility may decline to serve an applicant until the applicant has complied with the regulations of the regulatory agencies (state and municipal regulations) and for the reasons outlined in the PUC Rules. In the event that the Utility refuses to serve an applicant, the Utility will inform the applicant in writing of the basis of its refusal. The Utility is also required to inform the applicant a complaint may be filed with the Commission.

Section 2.04 - Customer Deposits

If a residential applicant cannot establish credit to the satisfaction of the Utility, the applicant may be required to pay a deposit as provided for in Section 1.02 of this tariff. The Utility will keep records of the deposit and credit interest in accordance with PUC Rules.

Residential applicants 65 years of age or older may not be required to pay deposits unless the applicant has an outstanding account balance with the Utility or another water or sewer utility which accrued within the last two years.

SECTION 2.0 - SERVICE RULES AND REGULATIONS (CONT.)

Nonresidential applicants who cannot establish credit to the satisfaction of the Utility may be required to make a deposit that does not exceed an amount equivalent to one-sixth of the estimated annual billings.

Refund of deposit. - If service is not connected, or after disconnection of service, the Utility will promptly refund the customer's deposit plus accrued interest or the balance, if any, in excess of the unpaid bills for service furnished. The Utility may refund the deposit at any time prior to termination of utility service but must refund the deposit plus interest for any **residential** customer who has paid 18 consecutive billings without being delinquent. **The Utility may hold the deposit of a non-residential customer as long as they continue to receive service. Refunds may be made as credits to monthly service bills.**

Section 2.05 - Meter Requirements, Readings, and Testing

All water sold by the Utility will be billed based on meter measurements. The Utility will provide, install, own and maintain meters to measure amounts of water consumed by its customers. One meter is required for each residential, commercial or industrial facility in accordance with the PUC Rules.

Service meters will be read at monthly intervals and as nearly as possible on the corresponding day of each monthly meter reading period unless otherwise authorized by the Commission.

Meter tests - The Utility will, upon the request of a customer, and, if the customer so desires, in his or her presence or in that of his or her authorized representative, make without charge a test of the accuracy of the customer's meter. If the customer asks to observe the test, the test will be made during the Utility's normal working hours at a time convenient to the customer. Whenever possible, the test will be made on the customer's premises, but may, at the Utility's discretion, be made at the Utility's testing facility. If within a period of two years the customer requests a new test, the Utility will make the test, but if the meter is found to be within the accuracy standards established by the American Water Works Association, the Utility will charge the customer a fee which reflects the cost to test the meter up to a maximum $25 for a residential customer. Following the completion of any requested test, the Utility will promptly advise the customer of the date of removal of the meter, the date of the test, the result of the test, and who made the test.

Section 2.06 - Billing

Bills from the Utility will be mailed monthly unless otherwise authorized by the Commission. The due date of bills for utility service will be at least sixteen (16) days—per Rule 24.165(b)(1)—from the date of issuance. The postmark on the bill or, if there is no postmark on the bill, the recorded date of mailing by the Utility will constitute proof of the date of issuance. Payment for utility service is delinquent if full payment, including late fees and the regulatory assessment, is not received at the Utility or the Utility's authorized payment agency by 4:00 p.m. on the due date. If the due date falls on a holiday or weekend, the due date for payment purposes will be the next workday after the due date.

SECTION 2.0 - SERVICE RULES AND REGULATIONS (CONT.)

A late penalty of $5.00 will be charged on bills received after the due date. The penalty on delinquent bills will not be applied to any balance to which the penalty was applied in a previous billing. The Utility must maintain a record of the date of mailing to charge the late penalty.

Each bill will provide all information required by the PUC Rules. For each of the systems it operates, the Utility will maintain and note on the monthly bill a telephone number (or numbers) which may be reached by a local call by customers. At the Utility's option, a toll-free telephone number or the equivalent may be provided.

Electronic Payment – A customer may voluntarily elect to use an electronic payment system which uses standard forms, protocols and conformation processes established and maintained by unaffiliated third parties providing online payment services that are approved by the Utility. Any charges required by the third party to process the electronic payment are the responsibility of the customer and are in addition to utility bill amounts. Customers may sign up for the electronic payment system at www.southernutilitiescompany.com. Any applicable disconnection notice will be sent to the customer via United States mail.

Third party charges for processing utility bill payments- Any charges required by a third party to accept or process a credit card utility bill payment, or an electronic utility bill or payment are the responsibility of the customer and are in addition to utility bill amounts.

In the event of a dispute between a customer and the Utility regarding any bill for utility service, the Utility will conduct an investigation and report the results to the customer. If the dispute is not resolved, the Utility will inform the customer that a complaint may be filed with the Commission.

Section 2.07 - Service Disconnection

Utility service may be disconnected if the bill has not been paid in full by the date listed on the termination notice. The termination date must be at least 10 days after the notice is mailed or hand delivered.

The Utility is encouraged to offer a deferred payment plan to a customer who cannot pay an outstanding bill in full and is willing to pay the balance in reasonable installments. However, a customer's utility service may be disconnected if a bill has not been paid or a deferred payment agreement entered into within 30 days from the date of issuance of a bill and if proper notice of termination has been given.

Notice of termination must be a separate mailing or hand delivery in accordance with the PUC Rules.

SECTION 2.0 - SERVICE RULES AND REGULATIONS (CONT.)

Section 2.08 - Reconnection of Service

Utility service may also be disconnected without notice for reasons as described in the PUC Rules.

Utility personnel must be available to collect payments and to reconnect service on the day of and the day after any disconnection of service unless service was disconnected at the customer's request or due to a hazardous condition.

Service will be reconnected within 36 hours after the past due bill and any other outstanding charges are paid or correction of the conditions which caused service to be disconnected.

Section 2.09 - Service Interruptions

The Utility will make all reasonable efforts to prevent interruptions of service. If interruptions occur, the Utility will re-establish service within the shortest possible time. Except for momentary interruptions due to automatic equipment operations, the Utility will keep a complete record of all interruptions, both emergency and scheduled and will notify the Commission in writing of any service interruptions affecting the entire system or any major division of the system lasting more than four hours. The notice will explain the cause of the interruptions.

Prorated Bills - If service is interrupted or seriously impaired for 24 consecutive hours or more, the Utility will prorate the monthly base bill in proportion to the time service was not available to reflect this loss of service.

Section 2.10 - Quality of Service

The Utility will plan, furnish, and maintain production, treatment, storage, transmission, and distribution facilities of sufficient size and capacity to provide a continuous and adequate supply of water for all reasonable consumer uses. Unless otherwise authorized by the Commission, the Utility will maintain facilities as described in the TCEQ Rules and Regulations for Public Water Systems.

Section 2.11 - Customer Complaints and Disputes

If a customer or applicant for service lodges a complaint, the Utility will promptly make a suitable investigation and advise the complainant of the results. Service will not be disconnected pending completion of the investigation. If the complainant is dissatisfied with the Utility's response, the Utility must advise the complainant that he has recourse through the PUC complaint process. Pending resolution of a complaint, the commission may require continuation or restoration of service.

The Utility will maintain a record of all complaints which shows the name and address of the complainant, the date and nature of the complaint and the adjustment or disposition thereof, for a period of two years after the final settlement of the complaint.

SECTION 2.20 - SPECIFIC UTILITY SERVICE RULES AND REGULATIONS

This section contains specific utility service rules in addition to the rules previously listed under Section 2.0. It must be reviewed and approved by the Commission and in compliance with PUC Rules to be effective.

The Utility adopts the administrative rules of the PUC, as the same may be amended from time to time, as its company specific service rules and regulations. These rules will be kept on file at the company's offices for customer inspection during regular business hours. In the event of a conflict between the PUC's amended rules and the provisions of this tariff, the amended rules shall prevail. Where necessary, any conflicting provision of this tariff shall be deemed to have been superseded by the PUC rule in question to the degree that the Utility may conduct its lawful business in conformance with all requirements of said rule.

All payments for utility service shall be delivered or mailed to the Utility's business office. If the business office fails to receive payment prior to the time of noticed disconnection for non-payment of a delinquent account, service will be terminated as scheduled. Utility service crews shall not be allowed to collect payments on customer accounts in the field.

Payment of an account by any means that has been dishonored and returned by the payor or payee's bank shall be deemed to be delinquent. All returned payments must be redeemed with cash or valid money order. If a customer has two returned payments within a twelve month period, the customer shall be required to pay a deposit if one has not already been paid.

Customers shall not be allowed to use the Utility's cutoff valve on the Utility's side of the meter. Existing customers may install cutoff valves on their side of the meter and are encouraged to do so. All new customers must install customer-owned and -maintained cutoff valves on their side of the meter.

No water connection from any public drinking water supply system shall be made to any establishment where an actual or potential contamination or system hazard exists without an air gap separation between the drinking water supply and the source of potential contamination. The containment air gap is sometimes impractical and, instead, reliance must be placed on individual "internal" air gaps or mechanical backflow prevention devices.

Under these conditions, additional protection shall be required at the meter in the form of a backflow prevention device (in accordance with AWWA Standards C510 and C511, and AWWA Manual M14) on those establishments handling substances deleterious or hazardous to the public health. The water purveyor need not require backflow protection at the water service entrance if an adequate cross-connection control program is in effect that includes an annual inspection and testing by a certified backflow prevention device tester. It will be the responsibility of the water purveyor to ensure that these requirements are met.

Customer shall be liable for any damage or injury to Utility-owned property or personnel shown to be caused by the customer, his invitees, his agents, his employees, or others directly under his control.

SECTION 2.20 - SPECIFIC UTILITY SERVICE RULES AND REGULATIONS (CONT.)

Limitation on Product/Service Liability - Public water utilities are required to deliver water to the customer's side of the meter or service connection that meets the potability and pressure standards of the TCEQ. The Utility will not accept liability for any injury or damage to individuals or their property occurring on the customer's side of the meter when the water delivered meets these stated standards. The Utility makes no representations or warranties (expressed or implied) that customer's appliances will not be damaged by disruptions of or fluctuations in water service whatever the cause. The Utility will not accept liability for injuries or damages to persons or property due to disruption of water service caused by: (1) acts of God, (2) acts of third parties not subject to the control of the Utility if the Utility has undertaken such preventive measures as are required by TCEQ rules, (3) electrical power failures in water systems not required by TCEQ rule to have auxiliary power supplies, or (4) termination of water service pursuant to the Utility's tariff and the PUC's rules. The Utility is not required by law and does not provide fire prevention or fire-fighting services. The Utility therefore does not accept liability for fire-related injuries or damages to persons or property caused or aggravated by the availability (or lack thereof) of water or water pressure (or lack thereof) during fire emergencies. The Utility will accept liability for any injury or damage to individuals or their property directly caused by defective Utility plant (leaking water lines or meters) or the repairs to or construction of the Utility's facilities.

If the services of a registered professional engineer are required as a result of an application for service received by the Utility for service to that applicant's service extension only, such engineer will be selected by the Utility and the applicant, and the applicant shall bear all expenses incurred therein.

If an applicant requires service other than the standard service provided by the Utility, such applicant will be required to pay all expenses incurred by the Utility in excess of the expenses that would be incurred in providing the standard service and connection. Any applicant who places unique or non-standard service demands on the system may be required to provide contributions in aid of construction (as may be allowed by PUC rule) for the actual costs of any additional facilities required to maintain compliance with the PUC and TCEQ minimum design criteria for water production, treatment, pumping storage and transmission.

Any applicant or existing customer required to pay for any costs not specifically set forth in the rate schedule pages of this tariff shall be entitled to a written explanation of such costs prior to payment and/or commencement of construction. If the applicant or existing customer does not believe that these costs are reasonable or necessary, the applicant or existing customer shall have the right to appeal such costs to the PUC or such other regulatory authority having jurisdiction over the Utility's rates in that portion of the Utility's service area in which the applicant's or existing customer's property(ies) is located.

Tap fees may be increased by unique costs not normally incurred as may be permitted by 16 TAC § 24.163(a)(1)(C).

SECTION 2.20 - SPECIFIC UTILITY SERVICE RULES AND REGULATIONS (CONT.)

The Utility adopts the 2021 International Plumbing Code as amended by the City of Tyler. The piping and other equipment on the premises furnished by the customer will be maintained by the customer at all times in conformity with the requirements of the TCEQ and PUC, with the 2021 International Plumbing Code as amended by the City of Tyler, and with the service rules and regulations of the Utility. The customer will bring out his service line to his property line at the point on the customer's property mutually acceptable to the customer and the Utility subject to such requirements as may exist by PUC rule. No water service smaller than 5/8" will be connected. No pipe or pipe fitting which contains more than 8.0% lead can be used for the installation or repair of plumbing at any connection which provides water for human use. No solder or flux which contains more than 0.2% lead can be used at any connection which provides water for human use.

The Utility will have the right of access to the customer's premises at all times reasonable for the purpose of installing, testing, inspecting or repairing water mains or other equipment used in connection with its provision of water service, or for the purpose of removing its property and disconnecting lines, and for all other purposes necessary to the operation of the Utility system including inspecting the customer's plumbing for code, plumbing or tariff violations. The customer shall allow the Utility and its personnel access to the customer's property to conduct any water quality tests or inspections required by law. Unless necessary to respond to equipment failure, leak or other condition creating an immediate threat to public health and safety or the continued provision of adequate utility service to others, such entry upon the customer's property shall be during normal business hours. The customer may require any Utility representative, employee, contractor, or agent seeking to make such entry to identify themselves, their affiliation with the Utility, and the purpose of their entry.

Threats to or assaults upon Utility personnel shall result in criminal prosecution.

Except in cases where the customer has a contract with the Utility for reserve or auxiliary service, no other water service will be used by the customer on the same installation in conjunction with the Utility's service, either by means of a cross-over valve or any other connection. Customer shall not connect, or allow any other person or party to connect, to any water lines on his premises. Two places shall not be permitted to be supplied with one service pipe where there is a water main abutting the premises.

No connection shall be allowed which allows water to be returned to the public drinking water supply. No backflow prevention device shall be permitted to be installed in the customer's plumbing without notice to and written permission from the Utility. Any backflow prevention devices so installed shall be inspected annually by a licensed backflow prevention device inspector or appropriately licensed plumber and a written report of such inspection delivered to the Utility.

No application, agreement or contract for service may be assigned or transferred without the written consent of the Utility.

SECTION 2.20 - SPECIFIC UTILITY SERVICE RULES AND REGULATIONS (CONT.)

It is agreed and understood that any and all meters, water lines and other equipment furnished by the Utility (excepting the customer's individual service lines from the point of connection to customer's structures on customer's premises) are and shall remain the sole property of the Utility, and nothing contained herein or in a contract/application for service shall be construed to reflect a sale or transfer of any such meters, lines or equipment to any customer. All tap and extension charges shall be for the privilege of connecting to said water lines and for installation, not purchase, of said meters and lines.

Applicants for service at new consuming facilities or facilities which have undergone extensive plumbing modifications are required to deliver to the Utility a certificate that their facilities have been inspected by a state-licensed inspector and that they are in compliance with all applicable plumbing codes and are free of potential hazards to public health and safety. Service may be denied until the certificate is received or any identified violations or hazards are remedied. The Utility is not required to perform these inspections for the applicant/customer, but will assist the applicant/customer to locate and obtain the services of a licensed inspector in a timely manner. When potential sources of contamination are identified which, in the opinion of the inspector or the Utility, require the installation of a state-approved backflow prevention device, such back flow prevention device shall be installed on the customer's service line or other necessary plumbing facilities by an appropriately licensed plumber/back flow prevention device specialist at the customer's expense. The backflow prevention device shall be maintained by the customer at his expense and inspected annually by a licensed inspector. Copies of the annual inspection report must be provided to the Utility. Failure to comply with this requirement may constitute grounds for termination of water service with notice.

All customers or service applicants shall provide access to meters and utility cutoff valves at all times reasonably necessary to conduct ordinary utility business and after normal business hours as needed to protect and preserve the integrity of the public drinking water supply. Access to meters and cutoff valves shall be controlled by the provisions of 16 TAC 24.169(c).

Where necessary to serve an applicant's property, the Utility may require the applicant to provide it a permanent recorded public utility easement on and across the applicant's real property sufficient to provide service to that applicant.

Service applicants may be required to comply with any pre-condition to receiving service not printed herein as may exist under PUC and TCEQ rule (customer service, health and safety, water conservation, or environmental), USEPA rule, TWDB rule, local water or conservation district rule, City of Tyler ordinance or rule, or health department rule. Existing customers shall be required to comply with such rules, including modification of their plumbing and/or consumption patterns, after notice.

SECTION 3.0 - EXTENSION POLICY

Section 3.01 - Standard Extension Requirements

LINE EXTENSION AND CONSTRUCTION CHARGES. No contribution in aid of construction may be required of any customer except as provided for in this approved extension policy.

The customer will be given an itemized statement of the costs, options such as rebates to the customer, sharing of construction costs between the Utility and the customer, or sharing of costs between the customer and other applicants prior to beginning construction.

The Utility will bear the full cost of any oversizing of water mains necessary to serve other customers in the immediate area. The individual residential customer shall not be charged for any additional production, storage, or treatment facilities. Contributions in aid of construction **may not be required** of individual residential customers for production, storage, treatment or transmission facilities unless otherwise approved by the Commission under this specific extension policy.

COST UTILITIES SHALL BEAR. Within its certificate area, the Utility will pay the cost of the first 200 feet of any water main or distribution line necessary to extend service to an individual residential customer within a platted subdivision. However, if the residential customer requesting service purchased the property after the developer was notified of the need to provide facilities to the Utility, the Utility may charge for the first 200 feet. The Utility must also be able to document that the developer of the subdivision refused to provide facilities compatible with the Utility's facilities in accordance with the Utility's approved extension policy after receiving a written request from the Utility.

Developers may be required to provide contributions in aid of construction in amounts to furnish the system with all facilities necessary to comply with the PUC and TCEQ's Rules.

SECTION 3.20 - SPECIFIC UTILITY EXTENSION POLICY

This section contains the Utility's specific extension policy that complies with the requirements already stated under Section 3.01. It must be reviewed and approved by the Commission and in compliance with PUC Rules to be effective.

Residential customers not covered under Section 3.01 will be charged the equivalent of the costs of extending service to their property from the nearest transmission or distribution line even if that line does not have adequate capacity to serve the customer. However, if the customer places unique, non-standard service demands upon the system, the customer may be charged the full cost of extending service to and throughout their property, including the cost of all necessary transmission and storage facilities necessary to meet the service demands anticipated to be created by that property.

Developers may be required to provide contributions in aid of construction in amounts sufficient to furnish the development with all facilities necessary to provide for reasonable local demand requirements and to comply with TCEQ minimum design criteria for facilities used in the production, transmission, pumping, or treatment of water or TCEQ minimum requirements. For purposes of this subsection, a developer is one who subdivides or requests more than two meters on a piece of property. Commercial, industrial, and wholesale customers will be treated as developers.

The Utility adopts the administrative rules of the PUC, as amended from time to time, as its company specific extension policy. These rules will be kept on file at the company's business office for customer inspection during normal business hours. In the event of a conflict between the PUC's amended rules and the provisions of this tariff, the amended rules shall prevail. Where necessary, any conflicting provision of this tariff shall be deemed to have been superseded by the PUC rule in question to the degree that the Utility may conduct its lawful business in conformance with all requirements of said rule.

When an individual residential applicant requires an extension of a main line beyond 200 feet, the charge to that applicant shall be the actual cost of such extension in excess of 200 feet, plus the applicable tap fee plus such other approved costs as may be provided in this tariff and/or PUC rules.

Residential tap fees may be increased by other unique costs not normally incurred as permitted by PUC rule. Larger meter taps shall be made at actual cost associated with that tap which shall include such extraordinary expenses.

Any service extension to a subdivision (recorded or unrecorded) may be subject to the provisions and restrictions of 16 TAC § 24.163(d) and this tariff. When a developer wishes to extend the system to prepare to service multiple new connections, the charge shall be the cost of such extension, plus a pro-rata charge based upon the capacities of production, transmission, storage, pumping and treatment facilities, compliant with the TCEQ minimum design criteria, which must be committed to such extension.

SECTION 3.20 - SPECIFIC UTILITY EXTENSION POLICY (CONT.)

As provided by 16 TAC 24.163(d)(4), for purposes of this section, commercial, industrial, and wholesale customers shall be treated as developers.

Any applicant who places unique or non-standard service demands on the system may be required to provide contributions in aid of construction for the actual costs of any additional facilities required to maintain compliance with the TCEQ minimum design criteria for water production, treatment, pumping, storage and transmission.

Unless expressly exempted by PUC rule or order, each point of use (as defined by 16 TAC 24.3) must be individually metered.

The imposition of additional extension costs or charges as provided by Sections 2.20 and 3.20 of this tariff shall be subject to appeal as provided in this tariff, PUC rules, or the rules of such other regulatory authority as may have jurisdiction over the Utility's rates and services. Any applicant required to pay for any costs not specifically set forth in the rate schedule pages of this tariff shall be entitled to a written explanation of such costs prior to payment and/or commencement of construction. If the applicant does not believe that these costs are reasonable or necessary, the applicant shall have the right to appeal such costs to the PUC or such other regulatory authority having jurisdiction over the Utility's rates in that portion of the Utility's service area in which the applicant's property(ies) is located. Unless the PUC or other regulatory authority enters interlocutory orders to the contrary, service to the applicant may be delayed until such appeal is resolved.

The Utility will provide a written service application form to the applicant for each request for service received by the Utility's business offices. A separate application shall be required for each potential service location if more than one service connection is desired by any individual applicant. Service application forms will be available for applicant pick up at the Utility's business office during normal weekday business hours. Service applications will be sent by prepaid first class United States mail to the address provided by the applicant upon request. Completed applications should be returned by hand delivery in case there are questions which might delay fulfilling the service request. Completed service applications may be submitted by mail if hand delivery is not possible.

The Utility shall serve each qualified service applicant within its certificated service area as soon as practical after receiving a completed service application. All service requests will be fulfilled within the time limits prescribed by PUC rules once the applicant has met all conditions precedent to achieve "qualified service applicant" status. If a service request cannot be fulfilled within the required period, the applicant shall be notified in writing of the delay, its cause, and the anticipated date that service will be available. The PUC service dates shall not become applicable until the service applicant has met all conditions precedent to becoming a "qualified service applicant" as defined herein or by PUC rules.

SECTION 3.20 - SPECIFIC UTILITY EXTENSION POLICY (CONT.)

The Utility is not required to extend service to any applicant outside of its certificated service area and will only do so, at the Utility's sole option, under terms and conditions mutually agreeable to the Utility and the applicant and upon extension of the Utility's certificated service area boundaries by the PUC. Service applicants may be required to bear the cost of the service area amendment.

A "qualified service applicant" is an applicant who has: (1) met all of the Utility's requirements of service contained in this tariff, PUC rules and/or PUC order, (2) has made all payments for tap fees and extension charges, (3) has provided all necessary easements and rights-of-way necessary to provide service to the requested location, including staking said easements or rights-of-way where necessary, (4) delivered an executed customer service inspection certificate to the Utility, and (5) has executed a customer service application for each location to which service is being requested.

Where a new tap or service connection is required, the service applicant shall be required to submit a written service application and request that a tap be made. The tap request must be accompanied with a plat, map, diagram or written metes and bounds description of precisely where the applicant desires each tap or service connection to be made and, if necessary, where the meter is to be installed, along the applicant's property line. The actual point of connection and meter installation must be readily accessible to Utility personnel for inspection, servicing and meter reading while being reasonably secure from damage by vehicles and mowers. If the Utility has more than one main adjacent to the service applicant's property, the tap or service connection will be made to the Utility's near service main with adequate capacity to service the applicant's full potential service demand. If the tap or service connection cannot be made at the applicant's desired location, it will be made at another location mutually acceptable to the applicant and the Utility. If no agreement on location can be made, applicant may refer the matter to the PUC for resolution. Unless otherwise ordered by the PUC, the tap or service connection will not be made until the location dispute is resolved.

The Utility shall require a developer (as defined by PUC rule) to provide permanent recorded public utility easements as a condition of service to any location within the Developer's property. The Developer shall be required to obtain all necessary easements and rights-of-way required to extend the Utility's existing service facilities from their nearest point with adequate service capacity (as prescribed by PUC rules and local service conditions) to and throughout the Developer's property. The easements shall be sufficient to allow the construction, installation, repair, maintenance, testing, and replacement of any and all utility plant necessary to provide continuous and adequate service to each and every potential service location within the property at full occupancy. Unless otherwise restricted by law, well plant sites shall convey with unrestricted rights to produce water for public drinking water supply. Developers shall be required to provide sanitary control easements acceptable to the TCEQ for each water well site to be located within their property or otherwise being obtained to serve their property. Unless otherwise agreed to by the Utility, pipe-line right-of-way easements must be at least 15 feet wide to allow adequate room to facilitate backhoe and other heavy equipment operation and meters.

SECTION 3.20 - SPECIFIC UTILITY EXTENSION POLICY (CONT.)

Easements must be provided for all production, storage, treatment, pressurization and disposal sites which are sufficient to construct and maintain all weather roads as prescribed by TCEQ rules. All easements shall be evidenced, at Developer's expense, by recorded county-approved subdivision plat or by specific assignment supported by metes and bounds survey from a surveyor licensed by the State of Texas.

Prior to the extension of utility service to developers (as defined by PUC rules) or new subdivisions, the Developer shall comply with the following:

(a) The Developer shall make a written request for service to property that is to be subdivided and developed. The Developer shall submit to the Utility a proposed plat on a scale of one inch (1") to two hundred feet (200') for review and determination of required easements, utility plant, and plant location. A reconcilable deposit in an amount set by the Utility may be required to cover preliminary engineering, legal and copy cost to be incurred by the Utility in reviewing and planning to meet this service request. The plat and/or accompanying information shall identify the type, location and number of houses and other planned structures that will be requiring utility service. If other than residential structures are to be located on the property, all other types of anticipated businesses and their service demands shall be identified with specificity. All areas requiring special irrigation and/or other unique water demands must be identified. To the extent reasonably possible, this information must be precise so that adequate facilities can be designed and constructed to meet all future service demands without hazard to the public, other utility customers and/or the environment.

(b) After the requirements of easements and rights-of-way have been determined, a red line copy will be returned by the Utility to the Developer for final plat preparation.

(c) Copies of all proposed plats and plans must be submitted to the Utility prior to their submission to the county for approval to insure that they are compatible with the adequate long-term utility needs of potential service customers. Copies will be returned after review by the Utility so that necessary changes may be incorporated into the Developer's final submitted plat(s) and plans.

(d) The Utility shall be provided with three (3) certified copies of the final plat(s) approved by the County Commissioners Court. At this time, the Utility will begin engineering the facilities necessary to serve the property. Plans and specifications will be prepared and submitted to the TCEQ by the Utility if required by law. If further plat or plans changes are necessary to accommodate the specific service needs of the property and the anticipated customer demands, the Developer will be so notified. Plat amendments must be obtained by the Developer. The Developer shall be notified when all required TCEQ or other governmental approvals or permits have been received. No construction of utility plant which requires prior TCEQ plans approval shall be commenced until that approval has been received by the Utility and any conditions imposed by the TCEQ in association with its approvals have been satisfied.

SECTION 3.20 - SPECIFIC UTILITY EXTENSION POLICY (CONT.)

(e) The Developer shall be required to post bond or escrow the funds necessary to construct all required utility plant, except individual taps, meters and sewer connections, required to serve the property. Construction shall not commence until funds are available. If the construction is to be done in coordination with the phased development of the property, funds must be provided in advance which are sufficient to complete each phase. No phase or facilities for any phase shall be constructed prior to the bonding or escrowing of all funds associated with that phase.

(f) At the sole option of the Utility, the Developer may be required to execute a Developer Extension Contract setting forth all terms and conditions of extending service to their property including all contributions-in-aid of construction and developer reimbursements, if any.

(g) The Utility may require the Developer to commence construction of subdivision improvements within three (3) months of utility plans approval or the Utility may abate its construction activities until full development construction begins. If the Developer stops construction of subdivision improvements for any purpose, the Utility may abate its construction for a similar period.

(h) As soon as the roads are rough cut and prior to paving, extension lines will need to be constructed at each road crossing. The Developer must notify the Utility sufficiently in advance of this development stage to allow for the necessary utility construction without disruption to other service operations of the Utility. Failure to provide adequate advance notice and cooperation in the construction of necessary utility plant may result in additional delays in obtaining service to the property. The Developer shall be required to pay for all additional costs of road boring or other remedial construction necessary to install adequate utility plant throughout the affected property.

(i) The Developer, not the Utility, shall insure that Developer's employees, agents, contractors and others under its control coordinate their work or construction throughout the property with the Utility to insure the orderly and timely construction of all utility plant necessary to serve the public.

Within its certificated area, the Utility shall bear the cost of the first 200 feet of any water main necessary to extend service to an individual residential service applicant within a platted subdivision unless the Utility can document:

(a) that the developer of the subdivision refused to provide facilities compatible with the Utility's facilities in accordance with the Utility's approved extension policy after receiving a written request from the Utility; or,

SECTION 3.20 - SPECIFIC UTILITY EXTENSION POLICY (CONT.)

(b) that the Developer defaulted on the terms and conditions of a written agreement or contract existing between the Utility and the developer or the terms of this tariff regarding payment for services, extensions, or other requirements; or in the event the Developer declared bankruptcy and was therefore unable to meet obligations; and

(c) that the residential service applicant purchased the property from the Developer after the Developer was notified of the need to provide facilities to the Utility. A residential service applicant may be charged the remaining costs of extending service to his property; provided, however, that the residential service applicant may only be required to pay the cost equivalent to the cost of extending the nearest water main, whether or not that line has adequate capacity to serve that residential service applicant. The following criteria shall be considered to determine the residential service applicant's cost for extending service:

(1) The residential service applicant shall not be required to pay for costs of main extensions greater than 2" in diameter for water distribution.

(2) Exceptions may be granted by the PUC if:

(A) adequate service cannot be provided to the applicant using the maximum line sizes listed due to distance or elevation, in which case, it shall be the Utility's burden to justify that a larger diameter pipe is required for adequate service;
(B) larger minimum line sizes are required under subdivision platting requirements or applicable building codes.

(3) If an exception is granted, the Utility shall establish a proportional cost plan for the specific extension or a rebate plan which may be limited to seven years to return the portion of the applicant's costs for oversizing as new customers are added to ensure that future applicants for service on the line pay at least as much as the initial service applicant.

For purposes of determining the costs that service applicants shall pay, commercial customers with service demands greater than residential customer demands in the certificated area, industrial, and wholesale customers shall be treated as developers.

A service applicant requesting a one inch meter for a lawn sprinkler system to service a residential lot is not considered nonstandard service.

APPENDIX A - DROUGHT CONTINGENCY PLAN
(Utility must attach copy of TCEQ approved Drought Contingency Plan)

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-1

Date: January 28, 2026

Subject: Request that the City Council consider authorizing the City Manager to enter into a Memorandum of Understanding between City of Tyler and the University of Texas at Tyler - Department of Civil & Construction Engineering and Management to establish a collaborative framework to enhance Infrastructure and Civil Engineering initiatives.

Item Reference:

This Memorandum of Understanding ("MOU") establishes a collaborative framework between UT Tyler and the City to jointly advance infrastructure and civil engineering initiatives for mutual benefit. The purpose of this partnership is to leverage UT Tyler's academic and research expertise and the City's operational experience to improve public infrastructure, enhance smart transportation systems, model and optimize traffic flow, and engage students in real-world research and learning. Key areas of collaboration include conducting infrastructure assessments, implementing intelligent transportation and "smart city" technologies, performing traffic flow modeling and analysis, advancing sustainability in pavement design and maintenance, and fostering student engagement in City projects. By formalizing this cooperation, both Parties seek to support the City's goals of building a smarter, safer and more sustainable transportation network while enriching UT Tyler's educational mission through practical research opportunities.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to enter into a Memorandum of Understanding between City of Tyler and the University of Texas at Tyler - Department of Civil & Construction Engineering and Management to establish a collaborative framework to enhance Infrastructure and Civil Engineering initiatives.

Attachments:
Memorandum of Understanding with the City of Tyler - V2_COTLEGALREVIEW.ab.12.10.25.docx

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

Edited/Submitted By:
City Manager

Memorandum of Understanding

Between
The University of Texas at Tyler – Department of Civil & Construction Engineering and Management (hereinafter "UT Tyler"), a public university authorized under the Laws of the State of Texas, acting by and through its governing body
And
The City of Tyler, Texas (hereinafter "City"), a Texas home-rule municipal corporation, acting herein by and through its governing body.

Witnesseth:

WHEREAS, pursuant to Chapter 791 of the Texas Government Code, which authorizes interlocal cooperation agreements between governmental entities to promote efficiency and effectiveness in delivering public services, the City and UT Tyler desire to enter into a Memorandum of Understanding to establish a collaborative framework for enhancing transportation infrastructure and civil engineering initiatives; and

WHEREAS, this partnership will leverage UT Tyler's academic and research expertise, including the Texas Rural Transportation Research Center (TRTRC), and the City's operational experience to improve public infrastructure, integrate intelligent transportation systems, and promote sustainability in pavement design; and

WHEREAS, the collaboration will provide UT Tyler students with practical learning opportunities through internships and real-world research projects, while supporting the City's strategic goals of developing a smarter, safer, and more sustainable infrastructure system; and

WHEREAS, the parties intend to jointly pursue technical grant opportunities to support innovative transportation solutions and infrastructure improvements, reflecting a shared commitment to advancing education, research, and public service through cooperative efforts that enhance the quality of life in the Tyler community.

NOW, THEREFORE, the City and UT Tyler enter into this affiliation to formalize their collaborative efforts, promote innovation in infrastructure, and provide meaningful educational and operational benefits to both parties.

IN CONSIDERATION OF THE AFORESAID, the parties hereto covenant, contract, and agree as follows:

Purpose and Scope

This Memorandum of Understanding ("MOU") establishes a collaborative framework between UT Tyler and the City to jointly advance infrastructure and civil engineering initiatives for mutual benefit. The purpose of this partnership is to leverage UT Tyler's academic and research expertise and the City's operational experience to improve public infrastructure, enhance smart transportation systems, model and optimize traffic flow, and engage students in real-world research and learning. Key areas of collaboration include conducting infrastructure assessments, implementing intelligent transportation and "smart city" technologies, performing traffic flow modeling and analysis, advancing sustainability in pavement design and maintenance, and fostering student engagement in City projects. By formalizing this cooperation, both Parties seek to support the City's goals of building a smarter, safer and more sustainable transportation network while enriching UT Tyler's educational mission through practical research opportunities.

Collaborative Initiatives

The Parties agree to pursue various initiatives under this MOU that exemplify the collaboration's scope. The following are illustrative example initiatives (one from each major category of collaboration) that UT Tyler and the City may undertake:

1. **Transportation Infrastructure Assessment:** Jointly perform comprehensive assessments of the City's transportation infrastructure (roads, bridges, and related assets) using advanced techniques developed by UT Tyler. *Example:* UT Tyler's Texas Rural Transportation Research Center (TRTRC) could pilot a city-wide pavement condition survey using innovative data collection methods such as dashcam video and aerial imaging to evaluate road surface conditions without disrupting traffic. Findings could help the City prioritize maintenance and rehabilitation efforts based on data-driven insights.

2. **Smart City and ITS Integration:** Collaborate on deploying and evaluating intelligent transportation system (ITS) solutions to improve traffic flow and safety. *Example:* UT Tyler and the City could expand the City's ongoing ITS Master Plan by implementing an advanced traffic management system at select intersections. UT Tyler researchers could model and optimize signal timing using real-time data provided by the City, building on the City's recent signal retiming program that has already reduced vehicle delays by over 40% and cut carbon emissions by 22% on retimed corridors[3]. This pilot could integrate smart sensors or adaptive signal control technology, with performance metrics (travel times, stops, emissions) analyzed by UT Tyler to inform broader smart-city upgrades.

3. **Sustainability and Pavement Research:** Pursue projects that enhance the sustainability and longevity of the City's transportation infrastructure through innovative materials and techniques. *Example:* The City could designate a test section of roadway for UT Tyler to evaluate an environmentally friendly pavement preservation treatment or recycled material asphalt mix. Building on the City's use of an **ONYX** asphalt seal coat (applied to 17 lane-miles in 2024 to extend street life), UT Tyler's pavement engineering faculty could analyze the field performance and durability of the treatment. The University's research focus on resilient pavement materials and infrastructure sustainability could guide recommendations on cost-effective, eco-conscious maintenance strategies for the City's streets.

4. **Student Learning and Engagement:** Create opportunities for UT Tyler students to gain practical experience by working on City infrastructure projects, thereby supporting workforce development in the region. *Example:* Establish a structured internship and senior design project program in which civil engineering students collaborate with the City's Engineering and Planning departments. Students might assist City staff in collecting and analyzing traffic data or designing improvements for multimodal transportation. One model for this engagement is the prior "Tyler Bike Stripe" project, where UT Tyler contributed to designing a bicycle lane network to help meet the City's traffic flow demand. Through such internships or project-based learning, students could apply classroom knowledge to solve real-world infrastructure challenges, while the City benefits from fresh perspectives and preliminary engineering analyses at minimal cost.

5. **Technical Grant Collaboration:** Work in partnership to secure external funding for transportation innovation and infrastructure improvements. *Example:* UT Tyler and the City could co-develop grant proposals to state and federal agencies (such as the Texas Department of Transportation or U.S. Department of Transportation) for projects of mutual interest. Potential joint grants may target smart traffic management, safety for rural-urban road networks, or sustainable infrastructure pilots in Tyler. By leveraging UT Tyler's strong track record in obtaining research grants and contracts and the City's commitment to modernizing its infrastructure, the Parties will increase competitiveness in funding opportunities. Any awarded grants would support collaborative research and implementation, with roles and cost-sharing to be defined per each grant's requirements.

Duration of Agreement

This MOU shall become effective on the date of the last signature by the authorized representatives of both Parties and shall remain in effect for a period of five (5) years thereafter. Prior to expiration, the Parties will review the collaboration's progress and may mutually agree in writing to renew or extend the MOU for an additional term (e.g., another 5-year period) or to amend its terms as needed. Either Party may terminate this MOU before the end of the term by providing at least ninety (90) days written notice to the other Party, after which the Parties will work in good faith to conclude or transition any ongoing joint initiatives. The intended term and any renewal of this MOU are designed to provide a stable timeframe for long-term projects while allowing flexibility to adapt to changing objectives.

Funding and Contributions

This MOU is an expression of mutual intent to collaborate and is not a legally binding contract for the transfer of funds. Each Party will bear its own costs and expenses in fulfilling its responsibilities under this MOU. In accordance with Section 791.011(d)(3) of the Texas Government Code, any payments made by a Party for the performance of governmental functions or services under this MOU shall be made from current revenues available to the paying Partyexcept as may be otherwise agreed in writing through specific project agreements or grant contracts. Typical collaboration mechanisms under this MOU include:

- **In-Kind Support:** Both Parties anticipate providing in-kind contributions to support joint initiatives. UT Tyler's contributions may include faculty and staff time, student research assistance, use of laboratory facilities, and access to analytical tools or software. The City's contributions may include staff expertise (e.g. city engineers and planners consulting on projects), access to relevant data (such as traffic counts, signal timing plans, GIS infrastructure data), and permission to deploy pilot technologies or conduct field studies on City-managed roadways and properties.

- **Cost-Sharing:** For certain initiatives or pilot projects, the Parties can agree to share direct costs. Any cost-sharing arrangements (for example, splitting the cost of specialized equipment, software, or materials needed for a pilot study) will be documented in a written addendum or project-specific agreement. Such agreements will outline each Party's financial obligations in compliance with their respective budgeting and procurement rules. Unless and until such an agreement is executed, neither Party is obligated to reimburse the other for any expenses.

- **Joint Grant Applications:** The Parties will actively seek opportunities to obtain external funding in support of the collaboration's goals. When pursuing a joint grant, they will coordinate to develop proposal budgets that allocate costs and matching funds (if required) to each Party in a fair manner. The Parties agree to negotiate in good faith any needed grant sub-awards or contracts if funding is awarded, specifying the scope of work and financial commitments of each Party. Both UT Tyler and the City acknowledge that successful external funding is key to expanding collaborative efforts, and they intend to cooperate fully in grant administration, including sharing necessary information for reporting and compliance.

All financial and in-kind contributions under this MOU are subject to the availability of funds and resources appropriated for such purposes by each Party's governing authorities. Nothing in this MOU shall be construed as obligating either the City or UT Tyler to expend funds, enter into any contract, or otherwise incur financial liability, except as may be agreed in a subsequent written agreement. The Parties simply outline herein a framework for resource sharing and will formalize specific financial terms on a case-by-case basis.

Institutional Commitments and Responsibilities

UT Tyler Commitments: UT Tyler, through its Department of Civil & Construction Engineering and Management, will dedicate its academic resources and expertise to support the collaborative initiatives. This includes providing expert faculty, researchers, and graduate/undergraduate students to participate in agreed projects. The University will leverage specialized facilities such as its Transportation Laboratory, Geotechnology & Materials labs, and the Texas Rural Transportation Research Center (TRTRC) to conduct analyses, testing, and modeling in service of the City's needs. UT Tyler's faculty (including recognized experts in pavement engineering, intelligent transportation systems, and infrastructure resilience) will supervise student involvement and ensure that project deliverables meet high standards of scientific and engineering rigor. The University will also designate a liaison officer or project manager to coordinate with City officials, attend planning meetings, and oversee the scheduling and progress of joint activities. UT Tyler is committed to disseminating results from collaborative projects in a manner that benefits the City – for example, by producing technical reports, presenting findings to City leadership or committees, and, where appropriate, co-authoring publications or conference presentations with City acknowledgment. Furthermore, UT Tyler will adhere to any confidentiality or data security requirements the City stipulates for sensitive information and will ensure that students and staff involved understand and follow all applicable safety and ethical guidelines while working on City sites or with City data.

City of Tyler Commitments: The City will actively support the partnership by making its public infrastructure and planning assets available for collaborative work, within reasonable operational and security limits. The City agrees to identify and facilitate access to relevant facilities, such as roadways, intersections, traffic control centers, or transit data systems, that are necessary for UT Tyler to carry out agreed research and pilot projects. City departments (e.g. Traffic Engineering, Streets Department, Planning & Zoning, Transit, etc.) will designate knowledgeable staff to serve as points of contact, provide information and data, and collaborate with UT Tyler participants. For instance, the City can share traffic datasets, pavement condition reports, planning documents, and other records that inform the projects, in compliance with applicable public information laws. When a project involves deployment of technology or collection of field data on public streets, the City will assist in securing any required permits or public notices and will coordinate to minimize disruptions. The City is committed to integrating useful outcomes of the research into its operations: if a study or pilot by UT Tyler demonstrates a clear benefit (such as improved traffic signal timing plans that reduce delays and emissions), the City will give due consideration to adopting such measures as part of its transportation management practices, subject to City Council approval if needed. However, nothing in this MOU shall be construed to obligate the City to implement any recommendations, findings, or deliverables resulting from UT Tyler's research or analysis. Adoption of any such outcomes shall remain at the sole discretion of the City and shall be contingent upon operational feasibility, budgetary considerations, and legal or policy requirements. Additionally, the City will explore allocating resources (financial or in-kind) to sustain successful collaborative programs, such as continuing internships or maintaining equipment installed during pilot projects, again contingent on budgetary approvals. Finally, the City will promote open communication and a supportive environment for the partnership, including sharing long-term planning goals and infrastructure plans with UT Tyler to identify alignment with academic expertise (for example, informing the University of the City's upcoming capital projects or transportation master plan objectives so that collaborative efforts can be proactively directed to those needs). UT Tyler shall ensure that its faculty, staff, and students participating in fieldwork or pilot deployments on City property are covered by appropriate insurance or institutional risk management policies. The City may request evidence of such coverage prior to the commencement of any field activities.

General Terms

1. **Nature of Agreement:** This MOU reflects the good-faith understanding between UT Tyler and the City regarding collaborative intentions. It is not intended to create any legally binding obligations. Rather, it

outlines the anticipated roles and mutual expectations of the Parties. Any specific project that requires a transfer of funds, liability commitment, or detailed scope will be governed by a separate written agreement or contract authorized by the appropriate officials of each Party.

2. **Intellectual Property and Data Sharing:** The Parties anticipate that data, analyses, and reports will be generated through collaborative projects. They agree that all publicly releasable results shall be shared openly between the Parties. Any intellectual property (such as patentable inventions or software) that arises jointly will be subject to a separate intellectual property agreement in accordance with UT Tyler and City policies. Data owned by the City that is provided to UT Tyler for analysis will remain the property of the City, though the University may use it for research purposes under this MOU, subject to any confidentiality or data security requirements stipulated by the City. Prior to public dissemination of project results, UT Tyler agrees to provide the City with a reasonable opportunity to review and comment on materials that reference City data, infrastructure, or operations, to ensure accuracy and compliance with applicable confidentiality and public information laws. If any project involves sensitive or non-public City data, the Parties will execute a separate agreement specifying any additional review or approval requirements prior to dissemination.
3. **Confidentiality:** Both Parties acknowledge that certain information may be sensitive in nature (e.g., critical infrastructure details or personally identifiable data in traffic records) or proprietary research data. The Parties agree to handle such information with care and to execute any necessary non-disclosure agreements. Student participants will be required to sign confidentiality agreements if they are granted access to non-public City information.

   Each Party shall remain solely responsible for responding to public information requests made pursuant to Chapter 552 of the Texas Government Code (Public Information Act) for records in its possession or control. Nothing in this MOU shall be construed to authorize either Party to respond to a Public Information Act request on behalf of the other. The Parties agree to cooperate in good faith to facilitate timely and accurate responses when a request implicates shared or jointly developed materials, but each retains independent responsibility for compliance with applicable law.
4. **Liability:** Each Party will be responsible for its own acts and omissions and those of its officers, employees, and agents in the course of the collaboration. Nothing in this MOU shall be construed to create any liability or obligation for one Party arising from the actions or omissions of the other Party. This provision shall not be interpreted as waiving any sovereign or governmental immunity to which the City or the University (as a state institution) is entitled. **THE PARTIES RETAIN ALL GOVERNMENTAL IMMUNITIES.**
5. **Amendment:** This MOU may be amended or modified only by written agreement signed by authorized representatives of both Parties.
6. **Notice:** Official notices under this MOU shall be given in writing to the designated liaison of each Party (as identified upon MOU execution) either by certified mail or electronic mail with confirmation of receipt.
7. **Venue; Governing Law:** Smith County, Tyler, Texas, will be the proper place of venue for suit on or in respect to this Agreement and the Eastern District of Texas, for federal matters. This Agreement and all of the rights and obligations of the entities and all of the terms and conditions will be construed, interpreted, and applied in accordance with and governed by and enforced under the laws of the State of Texas.
8. **Independent Contractor and No Employment Relationship:** Nothing in this MOU shall be construed to create an employment relationship between the City and any UT Tyler faculty, staff, or students participating in collaborative activities under this MOU. Any UT Tyler students engaged in internships, research, or project work with the City shall do so as part of their academic program and shall not be considered employees, agents, or contractors of the City. Accordingly, such students shall not be entitled to any compensation, benefits, or rights afforded to City employees, including but not limited to wages, health insurance, retirement benefits, workers' compensation coverage, or unemployment benefits. UT

Tyler shall be solely responsible for any academic credit, supervision, or institutional obligations related to student participation.

9. **Severability:** If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this memorandum of understanding, are for any reason held to be invalid, void, or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
10. **Compliance with Laws.** Each Party agrees to comply with all applicable federal, state, and local laws, regulations, and ordinances in carrying out its responsibilities under this MOU.
11. **Entire Understanding:** This document constitutes the entire understanding between the City and UT Tyler's Department of Civil & Construction Engineering and Management with respect to the subject matter and supersedes any prior discussions or proposals. It is understood that this MOU must be approved through the appropriate channels of each institution (e.g., City Council and University administration) before taking effect.

Signatories

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding by their duly authorized officials on the dates indicated below. This MOU may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

For The University of Texas at Tyler:
Name: ____
Title: ____
Date: ____

For The City of Tyler, Texas:
Name: ____
Title: ____
Date: ____

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-2

Date: January 28, 2026

Subject: Request that the City Council consider authorizing the City Manager to execute a construction contract for the Downing Street and Kidd Drive Drainage Improvements project to W.M. Miller Construction Company, Inc., in the amount of $587,169.20, Bid #26-004.

Item Reference:

The scope of this project is to provide citizens of 4812 Downing Street and 1419 Kidd Drive relief from flooding and to repair failing stormwater infrastructure for the City of Tyler.

To improve drainage in the area:
1. Downing Street will receive two additional curb inlets, and one existing curb inlet will be enlarged.
2. On Kidd Drive, two brick curb inlets will be removed and replaced with new, higher capacity curb inlets, and two additional curb inlets will be added. The new curb inlets will be connected to new junction box at existing stormwater infrastructure on Shiloh Road.
3. New yard drains will be constructed in areas that are most susceptible to flooding.

The City publicly advertised a request for bids for the project on November 14, 2025 and November 21, 2025. Bids were opened on December 9, 2025, and six bids were received. W.M. Miller Construction Company, Inc., was the lowest qualified bidder and is recommended for the award of the project.

1. W.M. Miller - $587,169.20
2. Dynasty Development, LLC - $680,019.00
3. Reynolds & Kay, LTD - $695,510.20
4. A.E. Shull & Company - $795,607.00
5. Precision Civil, LLC - $882,636.00
6. WMS R and B, LLC - $1,149,962.00

Funding: Half Cent Sales Tax

RECOMMENDATION:

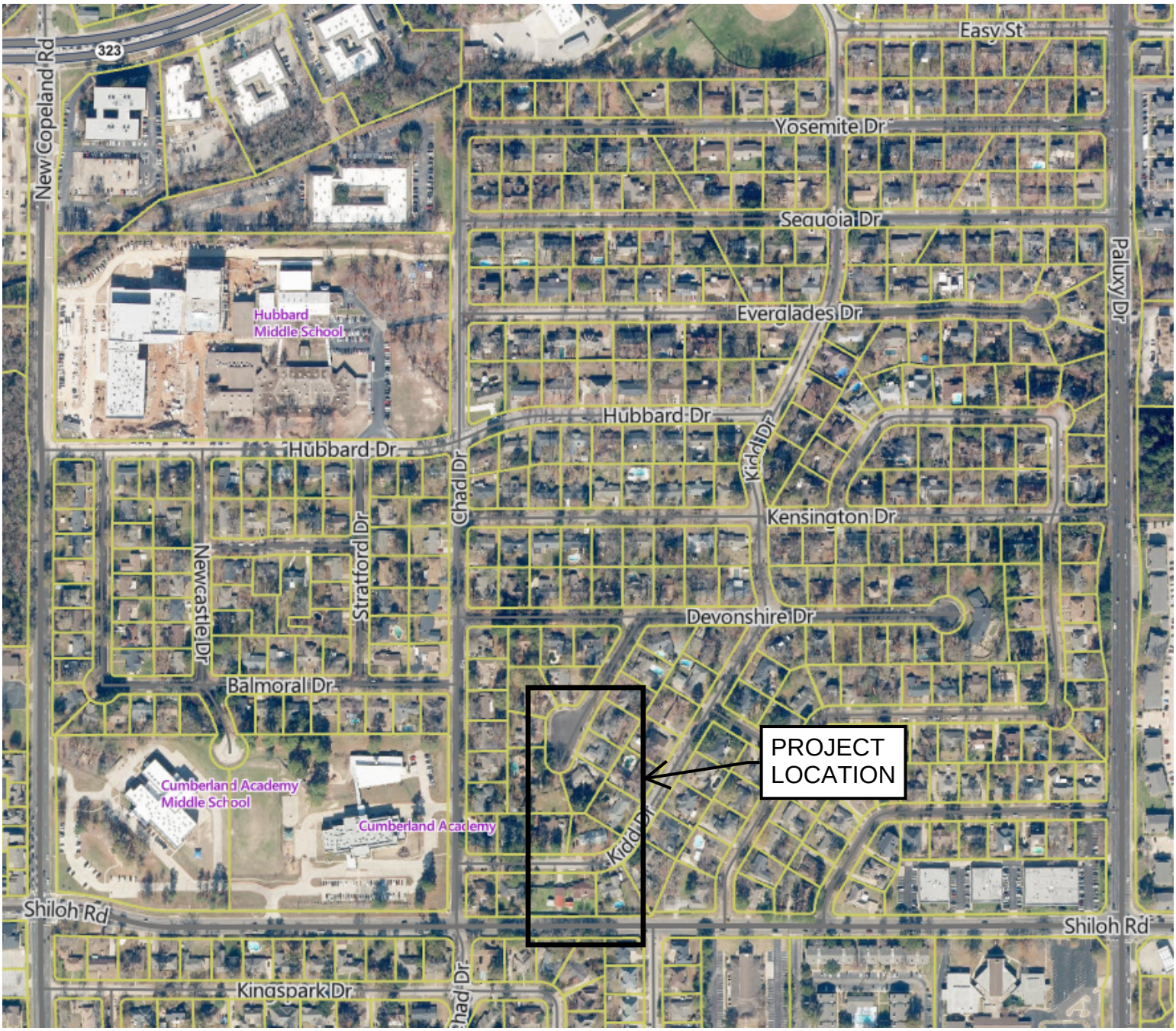
It is requested that the City Council consider authorizing the City Manager to execute a construction contract for the Downing Street and Kidd Drive Drainage Improvements project to W.M. Miller Construction Company, Inc., in the amount of $587,169.20, Bid #26-004.

Attachments:
5.1 2025-12-19 Vicinity Map
5.2 2025-12-19 Area Map
5.3 2025-12-16 Detailed Bid Tabulation

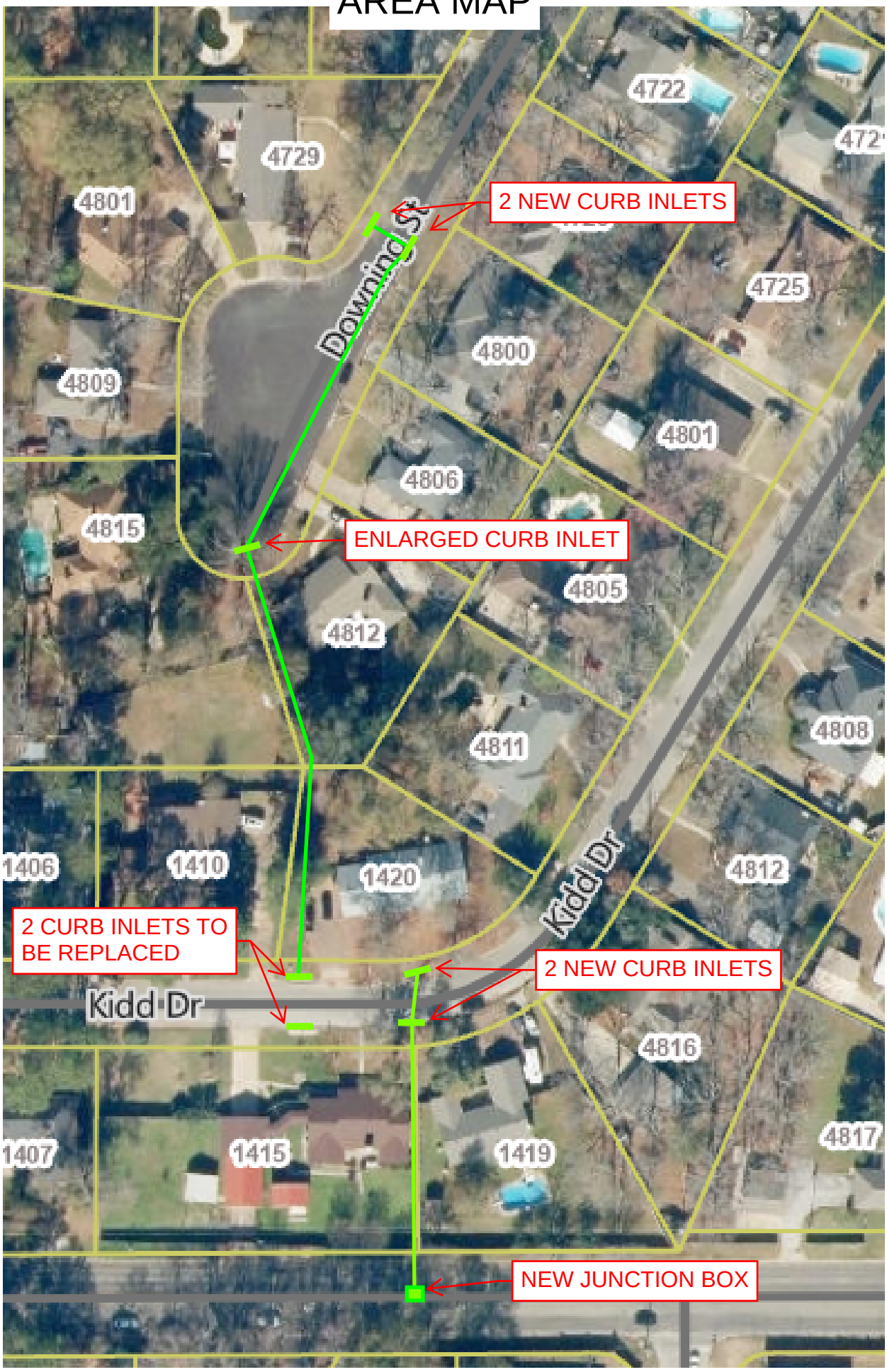
Drafted/Recommended By:
Department Leader Darin Jennings, PE - City Engineer

Edited/Submitted By:
City Manager

VICINITY MAP



AREA MAP


2 NEW CURB INLETS
Downing St
ENLARGED CURB INLET
2 CURB INLETS TO BE REPLACED
Kidd Dr
2 NEW CURB INLETS
Kidd Dr
NEW JUNCTION BOX
4722
4729
4801
4725
4800
4809
4801
4806
4815
4805
4812
4808
4811
1406
1410
1420
4812
4816
1407
1415
1419
4817

Bid Tabulation

CITY OF TYLER

DOWNING DR. & KIDD DR. DRAINAGE IMPROVEMENTS

Bid Date: December 9, 2025 at 2:00 p.m.

The C. T. Brannon Corporation-#25153

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	WM Miller Construction Co, Inc. UNIT PRICE	WM Miller Construction Co, Inc. TOTAL PRICE	Dynasty Development, LLC UNIT PRICE	Dynasty Development, LLC TOTAL PRICE	Reynolds & Kay, LTD UNIT PRICE	Reynolds & Kay, LTD TOTAL PRICE	A.E. Shull & Company UNIT PRICE	A.E. Shull & Company TOTAL PRICE	Precision Civil, LLC UNIT PRICE	Precision Civil, LLC TOTAL PRICE	WMS R and B, LLC UNIT PRICE	WMS R and B, LLC TOTAL PRICE
Storm Drainage Improvements														
1	Provide a 100% **Performance and Payment Bond**, and Maintenance Bond, in approved format, to the City of Tyler, complete for	1 LS	$ 9,424.42	$ 9,424.42	$ 13,750.00	$ 13,750.00	$ 13,000.00	$ 13,000.00	$ 17,400.00	$ 17,400.00	$ 18,000.00	$ 18,000.00	$ 30,000.00	$ 30,000.00
2	Provide required **insurance**, including Liability Insurance, with the Owner and Engineer named as additional insured, complete for	1 LS	$ 500.00	$ 500.00	$ 1,500.00	$ 1,500.00	$ 10,000.00	$ 10,000.00	$ 1,000.00	$ 1,000.00	$ 8,250.00	$ 8,250.00	$ 15,000.00	$ 15,000.00
500-A	**Mobilization** at site location, complete for	1 EA	$ 20,120.00	$ 20,120.00	$ 19,000.00	$ 19,000.00	$ 20,000.00	$ 20,000.00	$ 26,400.00	$ 26,400.00	$ 33,000.00	$ 33,000.00	$ 50,000.00	$ 50,000.00
500-B	**Construction Staking** to be completed by an RPLS surveyor (project topography and boundary completed by K.L. Kilgore), complete for	1 LS	$ 5,390.00	$ 5,390.00	$ 5,400.00	$ 5,400.00	$ 10,000.00	$ 10,000.00	$ 7,500.00	$ 7,500.00	$ 5,000.00	$ 5,000.00	$ 12,500.00	$ 12,500.00
1000-A	**Contingency**	1 LS	**$ 30,000.00**	**$ 30,000.00**	**$ 30,000.00**	**$ 30,000.00**	**$ 30,000.00**	**$ 30,000.00**	**$ 30,000.00**	**$ 30,000.00**	**$ 30,000.00**	**$ 30,000.00**	**$ 30,000.00**	**$ 30,000.00**
1000-B	Repair **irrigation system**, as needed, complete and in place, for	1 LS	$ 1,647.20	$ 1,647.20	$ 2,000.00	$ 2,000.00	$ 10,000.00	$ 10,000.00	$ 4,200.00	$ 4,200.00	$ 10,000.00	$ 10,000.00	$ 5,000.00	$ 5,000.00
1000-C	**Replace planters** that were removed during construction, complete and in place, for	1 LS	$ 987.90	$ 987.90	$ 2,000.00	$ 2,000.00	$ 500.00	$ 500.00	$ 6,700.00	$ 6,700.00	$ 4,500.00	$ 4,500.00	$ 10,000.00	$ 10,000.00
1000-D	Furnish and Install **50 gallon Red Oak tree** complete and in place, for	5 EA	$ 797.70	$ 3,988.50	$ 833.50	$ 4,167.50	$ 760.00	$ 3,800.00	$ 1,200.00	$ 6,000.00	$ 1,000.00	$ 5,000.00	$ 2,000.00	$ 10,000.00
100-A	**Prepare Right of way,** complete for	1 LS	$ 2,556.60	$ 2,556.60	$ 5,200.00	$ 5,200.00	$ 10,000.00	$ 10,000.00	$ 8,000.00	$ 8,000.00	$ 7,500.00	$ 7,500.00	$ 25,000.00	$ 25,000.00
100-B	Saw cut and **remove existing asphalt pavement**, complete for	321 SY	$ 17.04	$ 5,469.84	$ 21.00	$ 6,741.00	$ 9.00	$ 2,889.00	$ 29.00	$ 9,309.00	$ 30.00	$ 9,630.00	$ 55.00	$ 17,655.00
100-C	Saw cut and **remove existing asphalt driveway**, complete for	103 SY	$ 9.35	$ 963.05	$ 21.00	$ 2,163.00	$ 9.00	$ 927.00	$ 29.00	$ 2,987.00	$ 30.00	$ 3,090.00	$ 60.00	$ 6,180.00
100-D	**Remove existing storm drain line** (36", 24", and 18" RCP). Install plug at end of storm line, complete for	503 LF	$ 30.04	$ 15,110.12	$ 41.50	$ 20,874.50	$ 40.00	$ 20,120.00	$ 54.50	$ 27,413.50	$ 50.00	$ 25,150.00	$ 45.00	$ 22,635.00
100-E	**Remove existing grate inlet**, complete for	2 EA	$ 612.88	$ 1,225.76	$ 1,595.00	$ 3,190.00	$ 800.00	$ 1,600.00	$ 319.00	$ 638.00	$ 5,000.00	$ 10,000.00	$ 1,700.00	$ 3,400.00
100-F	**Remove existing planter**, complete for	444 SF	$ 1.98	$ 879.12	$ 3.25	$ 1,443.00	$ 3.00	$ 1,332.00	$ 10.50	$ 4,662.00	$ 2.00	$ 888.00	$ 20.00	$ 8,880.00
100-G	**Remove existing 6" sanitary sewer**, complete for	176 LF	$ 22.83	$ 4,018.08	$ 18.50	$ 3,256.00	$ 50.00	$ 8,800.00	$ 38.00	$ 6,688.00	$ 43.00	$ 7,568.00	$ 40.00	$ 7,040.00
100-H	**Remove existing sanitary sewer manhole**, complete for	1 EA	$ 1,622.00	$ 1,622.00	$ 1,450.00	$ 1,450.00	$ 1,500.00	$ 1,500.00	$ 2,100.00	$ 2,100.00	$ 2,000.00	$ 2,000.00	$ 750.00	$ 750.00
100-I	**Relocate existing shed**, complete for	2 EA	$ 438.25	$ 876.50	$ 1,075.00	$ 2,150.00	$ 600.00	$ 1,200.00	$ 500.00	$ 1,000.00	$ 2,000.00	$ 4,000.00	$ 2,500.00	$ 5,000.00
100-J	**Relocate existing HVAC and replace back to current locations**, complete for	3 EA	$ 825.00	$ 2,475.00	$ 1,317.00	$ 3,951.00	$ 1,500.00	$ 4,500.00	$ 6,695.00	$ 20,085.00	$ 3,000.00	$ 9,000.00	$ 2,500.00	$ 7,500.00
100-K	**Temporarily relocate existing generator** and replace to current location using a Generac dealer, complete for	1 EA	$ 3,300.00	$ 3,300.00	$ 3,245.00	$ 3,245.00	$ 2,000.00	$ 2,000.00	$ 3,650.00	$ 3,650.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
100-L	**Remove existing tree (2"-12" caliper) and shrubs**, complete for	11 EA	$ 242.69	$ 2,669.59	$ 1,856.00	$ 20,416.00	$ 500.00	$ 5,500.00	$ 450.00	$ 4,950.00	$ 500.00	$ 5,500.00	$ 5,000.00	$ 55,000.00
100-M	**Remove existing tree (12"-24" caliper)**, complete for	5 EA	$ 2,345.40	$ 11,727.00	$ 1,856.00	$ 9,280.00	$ 3,000.00	$ 15,000.00	$ 2,500.00	$ 12,500.00	$ 1,000.00	$ 5,000.00	$ 7,500.00	$ 37,500.00
104-A	Saw cut and **remove existing concrete sidewalk**, complete for	55 SF	$ 9.61	$ 528.55	$ 29.00	$ 1,595.00	$ 4.00	$ 220.00	$ 25.00	$ 1,375.00	$ 20.00	$ 1,100.00	$ 75.00	$ 4,125.00
104-B	Saw cut and **remove existing concrete curb and gutter**, complete for	189 LF	$ 10.66	$ 2,014.74	$ 14.50	$ 2,740.50	$ 9.00	$ 1,701.00	$ 10.00	$ 1,890.00	$ 10.00	$ 1,890.00	$ 20.00	$ 3,780.00
192-A	Furnish and install Bermunda **or St. Augustine grass sod** (match existing), complete and in place for	1,500 SY	$ 5.45	$ 8,175.00	$ 7.00	$ 10,500.00	$ 11.00	$ 16,500.00	$ 10.00	$ 15,000.00	$ 12.00	$ 18,000.00	$ 7.50	$ 11,250.00
192-B	**Landscaping (Allowance)**	1 LS	**$ 10,000.00**	**$ 10,000.00**	**$ 10,000.00**	**$ 10,000.00**	**$ 10,000.00**	**$ 10,000.00**	**$ 10,000.00**	**$ 10,000.00**	**$ 10,000.00**	**$ 10,000.00**	**$ 10,000.00**	**$ 10,000.00**
341-A	Furnish and install **2-inch compacted thickness Type "D" HMAC surface course** for Downing St. and Kidd Dr., (Quantity calculated on 269 SY + 10%), complete and in place, for	33 TN	$ 208.55	$ 6,882.15	$ 227.50	$ 7,507.50	$ 260.00	$ 8,580.00	$ 165.00	$ 5,445.00	$ 300.00	$ 9,900.00	$ 300.00	$ 9,900.00
341-B	Furnish and install **4-inch compacted thickness Type "D" HMAC surface course** for Shiloh Road, (Quantity calculated on 46 SY + 10%), complete and in place, for	13 TN	$ 324.30	$ 4,215.90	$ 225.50	$ 2,931.50	$ 750.00	$ 9,750.00	$ 165.00	$ 2,145.00	$ 300.00	$ 3,900.00	$ 525.00	$ 6,825.00
341-C	Furnish and install **4-inch compacted thickness Type "D" HMAC base course** for asphalt driveway repair, (Quantity calculated on 103 SY *2), complete and in place, for	46 TN	$ 173.76	$ 7,992.96	$ 232.00	$ 10,672.00	$ 260.00	$ 11,960.00	$ 165.00	$ 7,590.00	$ 300.00	$ 13,800.00	$ 275.00	$ 12,650.00
341-D	Furnish and install **4-inch compacted thickness Type "B" HMAC base course** for Downing St. and Kidd Dr., (Quantity calculated on 274 SY + 10%), complete and in place, for	67 TN	$ 189.41	$ 12,690.47	$ 225.50	$ 15,108.50	$ 260.00	$ 17,420.00	$ 165.00	$ 11,055.00	$ 300.00	$ 20,100.00	$ 250.00	$ 16,750.00
400	Furnish and install **select backfill** for storm sewer and sanitary sewer, as required, complete and in place, for	1,110 LF	$ 8.68	$ 9,634.80	$ 5.00	$ 5,550.00	$ 1.00	$ 1,110.00	$ 10.00	$ 11,100.00	$ 33.00	$ 36,630.00	$ 50.00	$ 55,500.00
401-A	Furnish and install **flowable fill concrete for Shiloh Road**, complete and in place, for	87 CY	$ 192.79	$ 16,772.73	$ 253.00	$ 22,011.00	$ 180.00	$ 15,660.00	$ 258.00	$ 22,446.00	$ 450.00	$ 39,150.00	$ 400.00	$ 34,800.00
401-B	Furnish and install **flowable fill concrete for storm drain under structure**, complete and in place, for	8 CY	$ 736.08	$ 5,888.64	$ 253.00	$ 2,024.00	$ 500.00	$ 4,000.00	$ 258.00	$ 2,064.00	$ 450.00	$ 3,600.00	$ 650.00	$ 5,200.00
462	Furnish and install Class III **4'x2' Reinforced Concrete Box (precast or cast in place)**, complete and in place, for	295 LF	$ 242.82	$ 71,631.90	$ 270.00	$ 79,650.00	$ 310.00	$ 91,450.00	$ 325.00	$ 95,875.00	$ 480.00	$ 141,600.00	$ 400.00	$ 118,000.00
464-A	Furnish and install Class III **18-inch Reinforced Concrete Pipe**, complete and in place, for	38 LF	$ 68.10	$ 2,587.80	$ 99.50	$ 3,781.00	$ 110.00	$ 4,180.00	$ 67.00	$ 2,546.00	$ 110.00	$ 4,180.00	$ 100.00	$ 3,800.00
464-B	Furnish and install Class III **24-inch Reinforced Concrete Pipe**, complete and in place, for	270 LF	$ 54.22	$ 14,639.40	$ 86.00	$ 23,220.00	$ 120.00	$ 32,400.00	$ 89.00	$ 24,030.00	$ 120.00	$ 32,400.00	$ 160.00	$ 43,200.00

MATHEMATICAL ERROR

CITY OF TYLER
DOWNING DR. & KIDD DR. DRAINAGE IMPROVEMENTS
Bid Date: December 9, 2025 at 2:00 p.m.
The C. T. Brannon Corporation-#25153

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	WM Miller Construction Co, Inc. UNIT PRICE	WM Miller Construction Co, Inc. TOTAL PRICE	Dynasty Development, LLC UNIT PRICE	Dynasty Development, LLC TOTAL PRICE	Reynolds & Kay, LTD UNIT PRICE	Reynolds & Kay, LTD TOTAL PRICE	A.E. Shull & Company UNIT PRICE	A.E. Shull & Company TOTAL PRICE	Precision Civil, LLC UNIT PRICE	Precision Civil, LLC TOTAL PRICE	WMS R and B, LLC UNIT PRICE	WMS R and B, LLC TOTAL PRICE
464-C	Furnish and install Class III **36-inch Reinforced Concrete Pipe**, complete and in place, for	192 LF	$ 147.97	$ 28,410.24	$ 188.00	$ 36,096.00	$ 245.00	$ 47,040.00	$ 175.00	$ 33,600.00	$ 210.00	$ 40,320.00	$ 245.00	$ 47,040.00
464-D	Furnish and install **crushed stone embedment for storm sewer, as required**, complete and in place, for	20 CY	$ 124.56	$ 2,491.20	$ 93.00	$ 1,860.00	$ 85.00	$ 1,700.00	$ 95.00	$ 1,900.00	$ 90.00	$ 1,800.00	$ 500.00	$ 10,000.00
464-E	Post construction TV inspection of new storm drain, complete and in place, for	1 LS	$ 3,680.60	$ 3,680.60	$ 3,000.00	$ 3,000.00	$ 2,500.00	$ 2,500.00	$ 2,000.00	$ 2,000.00	$ 3,500.00	$ 3,500.00	$ 4,250.00	$ 4,250.00
465-A	Furnish and install standard **7-ft. (ID) concrete curb inlet**, complete and in place, for	1 EA	$ 15,047.00	$ 15,047.00	$ 8,013.00	$ 8,013.00	$ 8,500.00	$ 8,500.00	$ 11,500.00	$ 11,500.00	$ 7,200.00	$ 7,200.00	$ 5,500.00	$ 5,500.00
465-B	Furnish and install standard **10-ft. (ID) concrete curb inlet**, complete and in place, for	2 EA	$ 7,688.74	$ 15,377.48	$ 6,880.00	$ 13,760.00	$ 9,300.00	$ 18,600.00	$ 9,000.00	$ 18,000.00	$ 8,200.00	$ 16,400.00	$ 6,500.00	$ 13,000.00
465-C	Furnish and install standard **15-ft. (ID) concrete curb inlet**, complete and in place, for	2 EA	$ 6,682.15	$ 13,364.30	$ 8,627.00	$ 17,254.00	$ 9,858.60	$ 19,717.20	$ 10,900.00	$ 21,800.00	$ 12,500.00	$ 25,000.00	$ 8,000.00	$ 16,000.00
465-D	Furnish and install standard **20-ft. (ID) concrete curb inlet**, complete and in place, for	1 EA	$ 16,970.60	$ 16,970.60	$ 12,620.00	$ 12,620.00	$ 12,000.00	$ 12,000.00	$ 13,800.00	$ 13,800.00	$ 25,000.00	$ 25,000.00	$ 10,000.00	$ 10,000.00
465-E	Furnish and install reinforced concrete Junction Box (3.5 x 6.5 ID) with **24"x24" grate inlet**, complete and in place, for	2 EA	$ 4,973.20	$ 9,946.40	$ 4,353.00	$ 8,706.00	$ 8,000.00	$ 16,000.00	$ 6,700.00	$ 13,400.00	$ 5,500.00	$ 11,000.00	$ 5,500.00	$ 11,000.00
465-F	Furnish and install **12-inch Nyloplast drain with concrete collar**, complete and in place, for	5 EA	$ 839.10	$ 4,195.50	$ 4,019.00	$ 20,095.00	$ 3,000.00	$ 15,000.00	$ 2,100.00	$ 10,500.00	$ 1,500.00	$ 7,500.00	$ 7,000.00	$ 35,000.00
465-G	Furnish and install standard **4'x4' (ID) Junction Box**, complete and in place, for	1 EA	$ 18,092.50	$ 18,092.50	$ 16,313.00	$ 16,313.00	$ 21,000.00	$ 21,000.00	$ 4,200.00	$ 4,200.00	$ 2,500.00	$ 2,500.00	$ 7,000.00	$ 7,000.00
481-A	Furnish and install **8-inch PVC Storm Drain**, complete and in place, for	110 LF	$ 23.26	$ 2,558.60	$ 58.50	$ 6,435.00	$ 15.00	$ 1,650.00	$ 29.00	$ 3,190.00	$ 55.00	$ 6,050.00	$ 65.00	$ 7,150.00
481-B	Furnish and install **12-inch PVC Storm Drain**, complete and in place, for	49 LF	$ 40.54	$ 1,986.46	$ 74.00	$ 3,626.00	$ 34.00	$ 1,666.00	$ 47.00	$ 2,303.00	$ 70.00	$ 3,430.00	$ 85.00	$ 4,165.00
502	**Barricades, Signs and Traffic Handling**, complete and in place for	1 LS	$ 14,051.10	$ 14,051.10	$ 25,400.00	$ 25,400.00	$ 10,000.00	$ 10,000.00	$ 17,000.00	$ 17,000.00	$ 8,500.00	$ 8,500.00	$ 12,000.00	$ 12,000.00
503	**Portable Changeable Message Sign**, complete and in place for	2 EA	$ 1,676.80	$ 3,353.60	$ 3,300.00	$ 6,600.00	$ 1,000.00	$ 2,000.00	$ 2,300.00	$ 4,600.00	$ 5,000.00	$ 10,000.00	$ 2,000.00	$ 4,000.00
506-A	Comply with the **Storm Water Pollution Prevention Plan** for construction activities by installing, maintaining, monitoring, and inspecting erosion control devices and providing the necessary documentation and record keeping for the SWPPP, complete and in place for	1 LS	$ 1,650.00	$ 1,650.00	$ 1,500.00	$ 1,500.00	$ 3,000.00	$ 3,000.00	$ 5,400.00	$ 5,400.00	$ 2,500.00	$ 2,500.00	$ 5,000.00	$ 5,000.00
506-B	Furnish, install, and maintain **silt fence** for erosion control, in place and complete, for	867 LF	$ 0.34	$ 294.78	$ 4.00	$ 3,468.00	$ 2.00	$ 1,734.00	$ 4.50	$ 3,901.50	$ 5.00	$ 4,335.00	$ 6.00	$ 5,202.00
529	Furnish and install standard **6-inch reinforced concrete curb and gutter**, complete and in place, for	95 LF	$ 38.50	$ 3,657.50	$ 35.00	$ 3,325.00	$ 70.00	$ 6,650.00	$ 103.00	$ 9,785.00	$ 45.00	$ 4,275.00	$ 84.00	$ 7,980.00
531	Furnish and install standard **4-inch thick reinforced concrete** flatwork inlcuding sidewalk and driveway repair (width varies), with thickened edges, complete and in place, for	10 SY	$ 165.00	$ 1,650.00	$ 80.00	$ 800.00	$ 60.00	$ 600.00	$ 242.00	$ 2,420.00	$ 200.00	$ 2,000.00	$ 600.00	$ 6,000.00
560	**Tempoarily relocate mailbox**, complete and in place for	2 EA	$ 164.30	$ 328.60	$ 500.00	$ 1,000.00	$ 115.00	$ 230.00	$ 185.00	$ 370.00	$ 150.00	$ 300.00	$ 500.00	$ 1,000.00
666	Furnish and install Retroreflective **striping, Type II with glass beads on Shiloh Road**,	1 LS	$ 6,050.00	$ 6,050.00	$ 1,320.00	$ 1,320.00	$ 1,200.00	$ 1,200.00	$ 6,000.00	$ 6,000.00	$ 4,000.00	$ 4,000.00	$ 8,000.00	$ 8,000.00
5071	Remove and replace **6-foot tall wooden privacy fence** with metal posts, with gates as needed, complete and in place for	148 LF	$ 30.80	$ 4,558.40	$ 35.50	$ 5,254.00	$ 60.00	$ 8,880.00	$ 165.00	$ 24,420.00	$ 45.00	$ 6,660.00	$ 30.00	$ 4,440.00
5071	Remove and replace **8-foot tall wooden privacy fence** with metal posts, with gates as needed, complete and in place for	240 LF	$ 42.06	$ 10,094.40	$ 50.00	$ 12,000.00	$ 72.00	$ 17,280.00	$ 220.00	$ 52,800.00	$ 55.00	$ 13,200.00	$ 40.00	$ 9,600.00
W-1	Furnish and install **6" waterline lowering using 45-degree bends**, complete and in place for	2 LS	$ 6,520.06	$ 13,040.12	$ 3,067.00	$ 6,134.00	$ 4,200.00	$ 8,400.00	$ 5,400.00	$ 10,800.00	$ 7,000.00	$ 14,000.00	$ 7,500.00	$ 15,000.00
W-2	Furnish and install **12" waterline lowering using 45-degree bends**, complete and in place for	1 LS	$ 10,373.97	$ 10,373.97	$ 7,334.00	$ 7,334.00	$ 9,000.00	$ 9,000.00	$ 10,300.00	$ 10,300.00	$ 10,000.00	$ 10,000.00	$ 15,000.00	$ 15,000.00
W-3	Furnish and install **new 1" DR-9 Poly Water Service** and connect to existing water meter, complete and in place for	3 EA	$ 1,705.49	$ 5,116.47	$ 2,214.00	$ 6,642.00	$ 2,000.00	$ 6,000.00	$ 1,300.00	$ 3,900.00	$ 1,500.00	$ 4,500.00	$ 3,500.00	$ 10,500.00
W-4	Furnish and install **6" line stop** on existing waterline, complete and in place, for	4 EA	$ 6,500.40	$ 26,001.60	$ 6,669.00	$ 26,676.00	$ 3,000.00	$ 12,000.00	$ 7,500.00	$ 30,000.00	$ 9,000.00	$ 36,000.00	$ 20,000.00	$ 80,000.00
W-5	Furnish and install **12" line stop** on existing waterline, complete and in place, for	2 EA	$ 14,497.40	$ 28,994.80	$ 14,075.00	$ 28,150.00	$ 7,000.00	$ 14,000.00	$ 16,050.00	$ 32,100.00	$ 15,000.00	$ 30,000.00	$ 31,500.00	$ 63,000.00
SS-1	Remove existing 6" VCP sewer and replace with **6" DIP sewer (18 LF)**, complete and in place for	1 EA	$ 4,041.91	$ 4,041.91	$ 3,811.00	$ 3,811.00	$ 3,100.00	$ 3,100.00	$ 2,300.00	$ 2,300.00	$ 1,000.00	$ 1,000.00	$ 4,000.00	$ 4,000.00
SS-2	Furnish and install **6" SDR-26 PVC with crushed rock bedding**, complete and in place for	189 LF	$ 54.35	$ 10,272.15	$ 103.00	$ 19,467.00	$ 76.00	$ 14,364.00	$ 66.00	$ 12,474.00	$ 60.00	$ 11,340.00	$ 85.00	$ 16,065.00
SS-3	Furnish and install **4-ft dia. Precast concrete Manhole**, complete and in place for	3 EA	$ 3,682.90	$ 11,048.70	$ 3,964.00	$ 11,892.00	$ 4,200.00	$ 12,600.00	$ 4,900.00	$ 14,700.00	$ 7,500.00	$ 22,500.00	$ 3,000.00	$ 9,000.00
SS-4	**Post construction TV Inspection of new sewer line**, complete and in place, for	1 LS	$ 1,864.50	$ 1,864.50	$ 3,000.00	$ 3,000.00	$ 1,500.00	$ 1,500.00	$ 400.00	$ 400.00	$ 3,500.00	$ 3,500.00	$ 4,250.00	$ 4,250.00
	TOTAL Storm Drainage Improvements:			**$ 587,169.20**		**Item# 1000-D Calculated incorrectly $ 680,019.00**		**$ 695,510.20**		**$ 795,607.00**		**$ 882,636.00**		**$ 1,149,962.00**

I, L. Michele Sullivan, Professional Engineer, No. 141623 do hereby certify that the above six **(6)** sealed bids were received, opened, and read aloud in accordance with the advertised procedures and that this tabulation is a true and accurate representation of the bids received.

L. Michele Sullivan 12/10/2025

L. Michele Sullivan, P.E., No. 141623
Texas Firm Registration No. F-242
The C. T. Brannon Corporation



CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-3

Date: January 28, 2026

Subject: Request that the City Council consider accepting the donation of $325,800.00 from the Bronze Rose Council to erect a new decorative bronze rose sculpture for the Tyler Rose Complex.

Item Reference:

The Bronze Rose Council, a group of several garden clubs, is raising private funds to pay for the installation of a new professional bronze sculpture designed to represent a rose. The sculpture will be placed in an appropriate location between the Rose Garden Center and W.T. Brookshire Conference Center at the Rose Complex. All donated funds will be processed through the East Texas Communities Foundation. The complete total for the design and the amount to be donated is $325,800.00 and is expected to be completed within 12 to 14 months and approved by the City of Tyler.

The professional design company, Randolph Rose Collection, requires a 50% deposit to begin the custom design and casting process, which totals $162,900.00. This total represents the initial donated amount for the deposit and is to be immediately paid to the design company. An additional 25% is due upon written approval of the design model. The final 25% is due upon completion of the bronze sculpture.

RECOMMENDATION:

Request that the City Council consider accepting the donation of $325,800 from the Bronze Rose Council to erect a new decorative bronze rose sculpture for the Tyler Rose Complex.

Drafted/Recommended By:
Department Leader Leanne Robinette, Director of Parks and Recreation

Edited/Submitted By:
City Manager

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-4

Date: January 28, 2026

Subject: Request that the City Council consider authorizing the City Manager to pay an invoice in the amount of $325,800.00 to Randolph Rose Collection for a Bronze Rose Sculpture for the Tyler Rose Complex.

Item Reference:

The Bronze Rose Council, a group of several garden clubs, is raising private funds to pay for the installation of a new professional bronze sculpture designed to represent a rose. The sculpture will be placed in an appropriate location between the Rose Garden Center and W.T. Brookshire Conference Center at the Rose Complex. All donated funds will be processed through the East Texas Communities Foundation. The complete total for the design and the amount to be donated is $325,800.00 and is expected to be completed within 12 to 14 months and approved by the City of Tyler.

The professional design company, Randolph Rose Collection, requires a 50% deposit to begin the custom design and casting process, which totals $162,900.00. This total represents the initial donated amount for the deposit and is to be immediately paid to the design company. An additional 25% is due upon written approval of the design model. The final 25% is due upon completion of the bronze sculpture.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to pay an invoice in the amount of $325,800.00 to Randolph Rose Collection for a Bronze Rose Sculpture for the Tyler Rose Complex.

Drafted/Recommended By:
Department Leader Leanne Robinette, Director of Parks and Recreation

Edited/Submitted By:
City Manager

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-1

Date: January 28, 2026

Subject: Request that the City Council consider authorizing the City Manager to ratify a payment of $254,016.00 to Hartbeat Construction for the emergency repair of the Elm Street Culvert.

Item Reference:

On November 10, 2025, the City identified a partial collapse of the stormwater culvert along Elm Street between Broadway Avenue and Spring Avenue. The failure involved a stone wall within the structure, leading to significant soil erosion behind the collapse and posing a potential risk to a nearby building foundation.

In response, Engineering took immediate emergency action to engage a contractor for the installation of emergency shoring to prevent further collapse and/or erosion. Hartbeat Construction mobilized and completed the following services:
* Provided temporary shoring to ensure a safer work environment
* Removed existing debris
* Installed multiple box steel tubing supports
* Installed steel plates to prevent further erosion
* Replaced the concrete sidewalk above the area utilized to enter the culvert

As of November 30, the emergency shoring was fully installed, stabilizing the culvert and allowing it to remain operational without further adverse impacts.

The total cost to complete the work was $254,016.00. The source of the funding would be from the annual $500,000 Emergency Stormwater Improvements funds in the Half-Cent Sales Tax Annual Work Plan.

The City's Engineering Department is working with engineering consultants to develop scopes of work and schedules for a comprehensive hydraulic evaluation of the Elm Street Culvert and engineering for a long-term solution to the culvert structure and building foundation.

FUNDING SOURCE: Half-Cent Sales Tax Fund

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to ratify a payment of $254,016.00 to Hartbeat Construction for the emergency repair of the Elm Street Culvert.

Attachments:
Elm Street Culvert Emergency Repair signed agreement
COT ELM ST CULVERT EMERG TEMP INLET TOP 01-08-26 I N V_APPROVED 1
COT ELM ST CULVERT EMERG_I N V_APPROVED_12.19.25 1

Drafted/Recommended By:
Department Leader Darin Jennings, PE

Edited/Submitted By:
City Manager

CITY OF TYLER
EMERGENCY STORMWATER FUND PROJECT COMMUNICATION

Date: **November 19, 2025**

Subject: **Request that the City Manager consider authorizing use of emergency stormwater funds for a contract with Hartbeat Construction, for the immediate installation of emergency shoring within the drainage box culvert beneath 111 E. Elm Street in the amount of $248,383.00.**

Page: **1 of 2**

Item Reference:

As previously discussed in the Capital Projects Quarterly Update Meeting on November 17, 2025, the stormwater drainage box culvert beneath 111 E. Elm St. has experienced a partial collapse. The collapsed wall has allowed soil erosion to occur outside the culvert area, potentially adversely affecting the foundation of the privately owned building above the culvert. Immediate remediation efforts include the installation of emergency shoring to prevent further collapse of the culvert and to isolate the flow of water from the soil washout behind the collapse.

The attached proposal submitted by Hartbeat Construction is the only formal proposal we received in the limited time available for inquiry and considering the expedited construction schedule. We contacted multiple contractors and other specialized consultants, but none other than Hartbeat are immediately willing and available for the work.

The Engineering Department has reviewed the proposal and recommends designation of the emergency stormwater funds in the amount of $248,383.00 to Hartbeat Construction. Construction is expected to begin as early as November 19, 2025, and be complete by December 5, 2025.

ATTACHMENTS:
1. Hartbeat Proposal
2. City of Tyler Structural Assessment Report

Recommended By:
Cody Bain, P.E.
Project Engineer
Cody Bain 11/19/25

Drafted/Recommended By:
Department Leader

Darin Jennings, P.E., City Engineer

HARTBEAT CONSTRUCTION

15160 HWY. 155 SOUTH * TYLER TX 75703 * OFFICE 903.581.5622 * FAX 903.581.6123
EMAIL: hartbeatconst@gmail.com * WEB SITE: www.hartbeatconstruction.com

November 19, 2025

City of Tyler Texas
Cody Bain, PE
Project Engineer
Office: (903) 531-1135 Cell (903)348-4329
cbain@tylertexas.com | www.CityofTyler.org

Re: Elm Street Box Culvert Emergency Temporary Stabilization Project

We propose to provide labor, material, equipment, supplies and insurance to stabilize the collapsed box culvert between the intersection of Spring Street and Elm Street to 204 Elm Street traveling parallel under the South side of Elm Street. The project includes fabricating structural steel members and installation of the same to support the compromised walls and ceiling in an approximate 50-foot area.

The steel wall members shall be 6' x 10' x 1/4" Plate Steel welded to the outside of 3.5"x3.5" x ¼" ceiling supports with 4"x4"x 1/4" collars welded to the supports approximately 4' to 5' on centers on both sides of the culvert. There shall be a 4"x4"x1/4" steel header member welded to the ceiling supports every 4' to 5' on centers across the interior of the culvert.
The first phase of the project includes opening approximately 16' of the ceiling of the culvert at Elm and Spring Street for access. This area shall be blockaded off in addition to closing Spring Street in this area. The collapsed wall shall be removed as the ceiling supports are installed heading west from the access point. Voids can be filled with pumped flow-fill concrete as needed; this item shall be determined in the field by the engineer.
Total estimate $ 248,383.00.

Note: Please review our website at www.hartbeatconstruction.com to view some of our past projects.

All material is guaranteed to be as specified and the above work to be performed in accordance with specifications submitted for the work and completed in a workmanlike manner. Any alteration or deviation from above specifications that involve extra costs will become an extra charge over and above estimate. Payment shall be due as job progresses. All agreements are contingent upon strikes, accidents or delays beyond our control.

If you have any questions please call anytime. The aforementioned prices will be held firm for a period of thirty (30) days.

Respectfully Submitted,

Thank you,

William Hart
Owner/President

Accepted Edward Broussard

Date 11/19/2025

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/3/2025

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 The Baldwin Group Southwest LLC 2255 Ridge Rd, Ste 333 Rockwall TX 75087 License#: BR-1796913	**CONTACT NAME:** Daniel Nuno **PHONE (A/C, No, Ext):** 972-771-4071 **FAX (A/C, No):** 972-771-4695 **E-MAIL ADDRESS:** daniel.nuno@baldwin.com
INSURED Hasbec, LLC dba Hartbeat Construction 15160 Hwy 155 South Tyler TX 75703 HASBLLC-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Admiral Insurance Company — 24856 INSURER B : State Automobile Mutual Insura — 25135 INSURER C : StarStone Specialty Insurance — 44776 INSURER D : Texas Mutual Insurance Company — 22945 INSURER E : Continental Casualty Company — 20443 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 811066222 **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			CA000023896-10	4/2/2025	4/2/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			10069439CA	4/13/2025	4/13/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR			86468S252ALI	4/2/2025	4/2/2026	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		N	0001178507	4/2/2025	4/2/2026	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Contractors Equipment			IM 6071849465	4/2/2025	4/2/2026	Leased/Rented Equip. Deductible	50,000 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability and Business Auto Liability policies include blanket automatic additional insured endorsements that provide additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.
General Liability and Business Auto Liability policies contain an endorsement with "Primary and Noncontributory" wording.
General Liability, Business Auto Liability and Workers Compensation policies include blanket automatic waiver of subrogation endorsements that provide this feature, only when there is a written contract between the named insured and the certificate holder that requires it.
*ALWAYS REFER TO THE POLICY FORMS FOR SPECIFIC WORDING OF SUCH COVERAGE, LIMITS, CONDITIONS AND EXCLUSIONS
See attached:

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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ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
The Baldwin Group Southwest LLC	Hasbec, LLC dba Hartbeat Construction 15160 Hwy 155 South Tyler TX 75703
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Liability and Workers' Compensation policies include an endorsement providing 30 days' notice of cancellation to the certificate holder. Excess Liability follows form.

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Policy Number: CA000023896-10 CG 20 33 12 19

Effective Date: 04/02/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.
2. "Bodily injury" or "property damage" occurring after:
   a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
   b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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Policy Number: CA000023896-10 CG 20 37 12 19

Effective Date:04/02/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that is an owner, lessee or manager of real property or personal property for whom you work or have worked, or a contractor on whose behalf you work or have worked, but only if coverage as an additional insured extending to "bodily injury" or "property damage" included in the "products-completed operations hazard" is required by a written contract or written agreement that is an "insured contract" and provided that the "bodily injury" or "property damage" first occurs subsequent to the execution of the contract or agreement.	All locations except locations where "your work" is or was related to a job or project involving "new residential construction activities". "New residential construction activities" means all construction activities and work related to any structure used or intended to be used as a residence (except apartments), other than repair or remodeling of such structures that are or have been certified for occupancy prior to commencement of such repair or remodeling work performed by you or on your behalf.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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Policy Number: CA000023896-10 AD 68 93 01 17

Effective Date: 04/02/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ENHANCED COVERAGE
(Commercial General Liability Coverage Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

I. AMENDED EXCLUSIONS

NON-OWNED WATERCRAFT COVERAGE - Up to 55 feet

SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Exclusion **g.** Aircraft, Auto or Watercraft, Paragraph (2) is deleted in its entirety and replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 55 feet long; and

(b) Not being used to carry persons or property for a charge;

MEDICAL PAYMENTS – PRODUCTS-COMPLETED OPERATIONS HAZARD

SECTION I – COVERAGES – COVERAGE C – MEDICAL PAYMENTS Exclusion **f.** Products-Completed Operations Hazard is deleted in its entirety.

CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM EXCLUSION (LIMITED EXCEPTION FOR OPERATIONS AWAY FROM PROJECT LOCATION)

The following exclusion is added to paragraph **2.**, Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section **I** – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at any location for which a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

(1) Provides coverage identical to that provided by this Coverage Form;

(2) Has limits adequate to cover all claims; or

(3) Remains in effect.

However, if the consolidated (wrap-up) insurance program does not provide coverage for your operations that are performed away from the location of the construction project, this exclusion will not apply.

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II. AMENDED COVERAGES

KNOWLEDGE OF OCCURRENCE

The following paragraph is added to Section IV – Commercial General Liability Conditions Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim or Suit:

Notice of an "occurrence" which may result in a claim under this insurance shall be given as soon as practicable after knowledge of the "occurrence" has been reported to you, one of your "executive officers", or any "employee" authorized by you to give or receive notice of an "occurrence".

UNINTENTIONAL ERRORS AND OMISSIONS

The following paragraph is added to Section IV – Commercial General Liability Conditions Paragraph **6.** Representations:

However, the unintentional omission of, or unintentional error in, any information given or provided by you shall not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

III. ADDED COVERAGES

PERSONAL PROPERTY OF OTHERS IN YOUR CARE, CUSTODY OR CONTROL – LIMITED COVERAGE

SCHEDULE

Sub-Limits of Insurance:

$10,000 Each Occurrence (Included in the Each Occurrence Limit shown in the Declarations)

$10,000 Aggregate (Included in the General Aggregate Limit shown in the Declarations)

The Sub-Limits of Insurance shown above are included within and not in addition to the Each Occurrence Limit and the General Aggregate Limit shown in the Declarations.

Supplementary Payments will reduce the Each Occurrence and Aggregate Sub-Limits of Insurance shown above.

It is agreed COMMERCIAL GENERAL LIABILITY COVERAGE FORM - SECTION I – COVERAGE A Exclusion **j. (4)** is deleted, but only with respect to personal property of others in the care, custody or control of the Named Insured, subject to the following exclusions, conditions and limitations.

1. Exclusions

This insurance does not apply to:

a. "Property damage" arising out of operations performed on behalf of the Named Insured by others;

b. "Property damage" arising out of an "occurrence" at premises owned, rented, leased, operated, occupied or used by you;

c. "Property damage" to property while in transit;

d. "Property damage" arising out of any error, omission or deficiency in the design, specifications, workmanship or materials of the personal property in the Named Insured's care, custody or control;

e. "Property damage" arising out of delay, loss of market, loss of use, loss of profits, or any similar indirect or consequential loss of any kind;

f. "Property damage" included within the "products-completed operations hazard"; or

g. Damages exceeding the actual cash value of the personal property in the care, custody or control of the Named Insured at the time of the "occurrence."

2. Conditions

Our right and duty to defend ends when we have used up the applicable sub-limit of insurance in the payment of judgments or settlements or Supplementary Payments under the insurance provided by this endorsement.

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3. **Limits of Insurance**

   a. The amount we will pay for damages is limited as described below with respect to damages covered under this endorsement:

      (1) The Aggregate Limit shown in the Schedule is the most we will pay for the sum of all damages because of "property damage";

      (2) The Each Occurrence Limit shown above is the most we will pay for the sum of all damages because of "property damage" arising out of any one "occurrence";

      (3) Supplementary Payments will reduce the Each Occurrence and Aggregate Limits of Insurance shown in the Schedule; and

      (4) All sums we pay for damages or Supplementary Payments under this endorsement will reduce the Each Occurrence Limit and the General Aggregate Limit shown in the Declarations.

4. **Other Insurance**

   This insurance is excess over any other valid and collectible Property or Inland Marine insurance available to you, either as a Named Insured or an Additional Insured, whether primary, excess, contingent or any other basis.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

(Insurance Services Office Endorsement CG 20 01 04 13)

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and
(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

(Insurance Services Office Endorsement CG 24 04 05 09)

SCHEDULE

Name Of Person Or Organization:
Any person or organization, but only if the following conditions are met: (1) You have expressly agreed to the waiver in a written contract; and (2) The injury or damage first occurs subsequent to the execution of the written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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CONTRACTUAL LIABILITY – RAILROADS

(Insurance Services Office Endorsement CG 24 17 10 01)

SCHEDULE

Scheduled Railroad:	**Designated Job Site:**
Any railroad, but only if the following conditions are met: a. You have expressly agreed to indemnify the railroad in a written contract entered into by you; and b. The injury or damage occurs subsequent to the execution of the written contract.	Any job site covered by this insurance where you are performing operations for or affecting a Scheduled Railroad.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT (WITH TOTAL AGGREGATE LIMIT FOR COVERAGES A, B AND C)

SCHEDULE

Designated Construction Projects:
All construction projects covered by this insurance.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

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A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

   However, the most we will pay under the Designated Construction Project General Aggregate Limit for all Designated Construction Projects combined is $5,000,000 .

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:

   a. Insureds;

   b. Claims made or "suits" brought; or

   c. Persons or organizations making claims or bringing "suits".

3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

IV. ADDITIONAL INSUREDS

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

(Insurance Services Office Endorsement CG 20 34 04 13)

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

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2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

(Insurance Services Office Endorsement CG 20 11 04 13)

SCHEDULE

Designation Of Premises (Part Leased To You): All premises leased to you and covered by this insurance.
Name Of Person(s) Or Organization(s) (Additional Insured): Any person or organization that is a manager or lessor of real property, but only if coverage as an additional insured is required by a written contract or written agreement that is an "insured contract", and provided the "bodily injury" or "property damage" first occurs, or the "personal and advertising injury" offense is first committed, subsequent to the execution of the contract or agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

(Insurance Services Office Endorsement CG 20 18 04 13)

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
Any person or organization that is a mortgagee, assignee or receiver for a premises shown in this Schedule, but only if coverage as an additional insured is required by a written contract or written agreement that is an "insured contract", and provided the "bodily injury" or "property damage" first occurs, or the "personal and advertising injury" offense is first committed, subsequent to the execution of the contract or agreement.	All premises covered by this insurance.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ADDITIONAL INSURED – TRADE SHOW SPONSOR – AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN AGREEMENT WITH YOU

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization who is a sponsor of a trade show where you are operating a booth or displaying your product, but only:

1. For injury or damage occurring at the trade show; and
2. When you and such person or organization have agreed in writing in a contract or agreement executed prior to the beginning of the trade show that such person or organization be added as an additional insured on your policy.

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

while attending the trade show sponsored by this additional insured.

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A person's or organization's status as an additional insured under this endorsement ends when your attendance at the trade show ends.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" and included in the "products-completed operations hazard".

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

(INSURANCE SERVICES OFFICE ENDORSEMENT CG 20 12 04 13)

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
Any state or governmental agency or subdivision or political subdivision that has issued a permit or authorization for operations performed by you or on your behalf.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

   However:

   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

   b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

   a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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Policy Number: CA000023896-10 AD 69 11 05 19

Effective Date: 04/02/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION PROVIDED BY US TO DESIGNATED PERSONS OR ORGANIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Person or Organization All entities named on the most recently received list provided by the Insured or their agent.

Additional Premium **$** Included

1. Solely for cancellations initiated by us, we will mail or deliver to the Person or Organization shown in the Schedule written notice of cancellation at least:
   a. **10** days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. **30** days before the effective date of cancellation if we cancel for any other reason.
2. We will mail or deliver our notice to the Person's or Organization's last mailing address known to us.
3. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
4. If notice is mailed, proof of mailing will be sufficient proof of notice.

The additional premium shown in the Schedule is fully earned and non-refundable upon issuance of this endorsement. For the purposes of final premium calculations, additional premium charged for this endorsement will not be added to the Total Advance Premium shown in the Declarations.

TexasMutual®
WORKERS' COMPENSATION INSURANCE

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B
Agent copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS
3. Premium:
   The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 4/2/24 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0001178507 of Texas Mutual Insurance Company effective on 4/2/25

Issued to: HASBEC LLC

DBA: HARTBEAT CONSTRUCTION

This is not a bill

Janette Ward
Authorized representative

4/2/24

NCCI Carrier Code: 29939

PO Box 12058, Austin, TX 78711-2058
texasmutual.com | (800) 859-5995 | Fax (800) 359-0650

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO POLICY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

CONTENTS:

A. ADDITIONAL INSURED – AUTOMATIC STATUS
B. BROADENED INSURED
C. DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS CONDITION
D.. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS
E. RESULTANT MENTAL ANGUISH
F. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION
G. EMPLOYEES AS INSUREDS
H. EMPLOYEE HIRED AUTOS
I. INCREASED BAIL BONDS AND LOSS OF EARNINGS
J. INCREASED TRANSPORTATION EXPENSE – TOTAL THEFT OF A COVERED AUTO
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L. ACCIDENTAL DISCHARGE OF AIRBAG COVERAGE
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Q. AUTO LOAN/LEASE GAP COVERAGE
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T. TAPES, RECORDS AND DISCS COVERAGE
U. HIRED AUTO PHYSICAL DAMAGE
V. HIRED PRIVATE PASSENGER AUTOS AND LIGHT TRUCKS – WORLDWIDE COVERAGE
W. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

A. ADDITIONAL INSURED – AUTOMATIC STATUS

Item A.1.c. of SECTION II –COVERED AUTOS LIABILITY COVERAGE,WHO IS AN INSURED is deleted and replaced with the following:

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability. This includes, but is not limited to, any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract or a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured under this policy only with respect to liability caused in whole or in part by your acts or omissions in the performance of your ongoing operations for the additional insured. A person or organization's status as an additional insured for ongoing operations under this policy ends when your operations for the additional insured are completed or when this policy is cancelled, whichever occurs first.

B. BROADENED INSURED

The following paragraph is added to SECTION II –A.1. WHO IS AN INSURED:

d. Any organization of yours, other than a partnership or joint venture, of which you own a financial interest of more than 50% as of the effective date of this Coverage part, will qualify as an "insured". However, such organization will not qualify as an "insured" if it is also an "insured" under another policy, other than a policy written to apply specifically in excess of this Coverage Part or would be an "insured" under such policy but for its termination or the exhaustion of its limits of insurance. Each such organization remains qualified as an "insured" only while you own a financial interest of more than 50% in the organization during the policy period.

e. Any organization that is acquired or formed by you, other than a partnership or joint venture, of which you own a financial interest of more than 50% will qualify as an "insured". However, such organization will not qualify as an "insured" if it is also an "insured" under another policy, other than a policy written to apply specifically in excess of this Coverage Part or would be an "insured" under such policy but for its termination or the exhaustion of its limits of insurance. Each such organization remains qualified as an "insured" only while you own a financial interest of more than 50% in the organization during the policy period.

This provision does not include:

(1) any organization 180 days or more after its acquisition or formation; or

(2) "bodily injury", "property damage" or "covered pollution cost or expense" caused by an "accident" that occurred before you acquired or formed the organization.

C. DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS CONDITION

The following paragraph is added to the end of Paragraph A. 2., SECTION IV – BUSINESS AUTO CONDITIONS:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is

satisfied if you send us written notice as soon as practicable after any of your executive officers, directors, partners, insurance managers, legal representatives, or "employees" authorized by you to give or receive notices becomes aware of or should have become aware of such "accident", claim, "suit" or "loss".

If you report an "accident" or "loss" to your workers compensation insurer which later becomes a claim under this coverage part, failure to report such "accident" or "loss" to us at the time of the "accident" or "loss" will not be considered a violation of this Condition, if you notify us as soon as practicable when you become aware that the "accident" or "loss" has become a liability claim.

D. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following paragraph is added to Paragraph B. of SECTION IV – BUSINESS AUTO CONDITIONS:

Based on our reliance on your representations of existing hazards, if you unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

E. RESULTANT MENTAL ANGUISH

The definition of "bodily injury" is SECTION V- DEFINITIONS is replaced by the following"

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

F. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION

The Fellow Employee Exclusion contained in Section II – Covered Autos Liability Coverage does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. The insurance granted under this provision is excess over any other collectible insurance

G. EMPLOYEES AS INSUREDS

The following is added to the SECTION II –COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

H. EMPLOYEES HIRED AUTOS

The following is added to the SECTION II –COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision:

Any "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.

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5.b. Other Insurance is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

I. INCREASED BAIL BONDS AND LOSS OF EARNINGS

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replace the $2,000 limit for cost of bail bonds with $5,000 in paragraph (2); and
2. Replace the $250 a day limit for reasonable expenses including actual loss of earnings with $500 a day in paragraph (4).

J. INCREASED TRANSPORTATION EXPENSE – TOTAL THEFT OF A COVERED AUTO

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, a. Transportation Expenses, is amended by replacing $20 per day with $60 per day, and the $600 maximum with $1,800 maximum.

This extension applies to all covered "autos" with a Gross Vehicle Weight of less than 10,001 pounds.

K. INCREASED LOSS OF USE EXPENSES

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, b. Loss Of Use Expenses, is amended by replacing $20 per day with $60 per day, and the $600 maximum with $1,800 maximum.

L. ACCIDENTAL DISCHARGE OF AIRBAG COVERAGE

The following is added to Exclusion B.3.a. of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, this exclusion does not apply to the accidental discharge of an airbag.

M. GLASS REPAIR DEDUCTIBLE WAIVER

The following is added to paragraph D. of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

N. COLLISION DEDUCTIBLE WAIVER

The following is added to paragraph D. of SECTION III – PHYSICAL DAMAGE COVERAGE:

When a covered "auto" insured for Collision coverage under this policy collides with another "auto" we insure, the Collision deductible applicable to the covered "auto" or "autos" insured under this policy shall not apply.

O. INCREASED LIMIT FOR ELECTRONIC EQUIPMENT

Section III PHYSICAL DAMAGE COVERAGE C.1. b. is amended by replacing the $1,000 with $2,500.

P. TOWING

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing, is replaced by replacing the following:

2. Towing

We will pay up to $75 for towing and labor costs incurred each time an "auto" with a Gross Vehicle Weight of less than 10,001 pounds is disabled if the declarations indicate that either Comprehensive Coverage or Specified Causes of Loss Coverage and Collision Coverage are provided for that "auto".

Q. AUTO LOAN/LEASE GAP COVERAGE

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE:

In the event of a total "loss" to a covered "auto" shown in the Schedule or Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. Overdue payments and financial penalties associated with those payments as of the date of the "total loss";
2. The carryover, transfer or rollover of a previous outstanding lease or loan

balance from another vehicle to the original lease or loan for the scheduled "auto";

3. The dollar amount of any unrepaired damage which occurred prior to the total "loss" of the scheduled "auto";
4. All refunds paid or payable to you as a result of the early termination of the lease of loan agreement or, to the extent financed, as a result of the early termination of any warranty or extended service agreement on the scheduled "auto";
5. Financial penalties imposed under a lease agreement for high mileage, excessive use or abnormal wear and tear;
6. Nonrefundable security deposits; and
7. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease.

The following is added to paragraph A. Loss Conditions of SECTION IV – BUSINESS AUTO CONDITIONS:

Lease/Loan Gap Coverage shall apply to the remaining term of the original lease or loan agreement written on the scheduled "auto" at the time of total "loss".

R. PERSONAL EFFECTS COVERAGE

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions:

c. Personal Effects

We will pay up to $500 for "loss" to personal effects which are:

(1) owned by an "insured"; and

(2) in or on a covered "auto".

This coverage applies only in the event of a total theft of a covered "auto". No deductible applies to this coverage. Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment are not considered personal effects.

S. LOCKSMITH SERVICES

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions:

d. Locksmith Services

We will pay up to $100 for necessary locksmith services incurred because keys to a covered "auto" have been lost, stolen or damaged. No deductible applies to this coverage.

T. TAPES, RECORDS AND DISCS COVERAGE

Exclusion B.4.a. of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply.

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions:

e. Tapes, Records And Discs Coverage

Under Comprehensive Coverage we will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(1) Are your property or that of a family member or employee

(2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is $200.

U. HIRED AUTO PHYSICAL DAMAGE

If hired "autos" are covered "autos" for Covered Autos Liability Coverage, then

Comprehensive and Collision coverages are extended to an "auto" you lease, hire, rent, or borrow subject to the following:

1. The most we will pay for "loss" to any leased, hired, rented, or borrowed "auto" is the Actual Cash Value or the cost to repair the "auto", whichever is smallest.
2. The deductible for Hired Auto Physical Damage will be equal to the largest deductible applicable to any owned "auto" scheduled on this policy for that coverage. No deductible applies to loss by fire or lightning.
3. If the "loss" to the leased, hired, rented, or borrowed "auto" is covered by Comprehensive Coverage, and if no owned "auto" scheduled on this policy is insured for Comprehensive Coverage, a $100 deductible will apply to the "loss".
4. If the "loss" to the leased, hired, rented, or borrowed "auto" is covered by Collision Coverage, and if no owned "auto" scheduled on this policy is insured for Collision Coverage, a $1,000 deductible will apply for the "loss".

V. HIRED PRIVATE PASSENGER AUTOS AND LIGHT TRUCKS – WORLDWIDE COVERAGE

Paragraph b. 7.5.(1) of Section IV – BUSINESS AUTO CONDITIONS – Policy Period, Coverage Territory is replaced by the following:

Anywhere in the world if a covered "auto" of the private passenger type or a light truck with Gross Vehicle Weight less than 10,001 pounds is leased, hired, rented or borrowed without a driver for a period of 30 days or less.

W. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Section IV – BUSINESS AUTO CONDITIONS A.5. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against any person or organization to the extent required of you under a written contract executed prior to any "accident" or "loss", provided the "accident" or "loss" arises out of operations contemplated by such contract. This waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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TexasMutual®
WORKERS' COMPENSATION INSURANCE

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 06 01
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TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Number of days advance notice:	30
2. Notice will be mailed to:	City of Tyler PO Box 2039 Tyler, TX 75710 US

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 5/16/24 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0001178507 of Texas Mutual Insurance Company effective on 4/2/24 Endorsement no. 1

Issued to: HASBEC LLC

DBA: HARTBEAT CONSTRUCTION

Premium change: $0.00 This is not a bill

NCCI Carrier Code: 29939

Jeanette Ward
Authorized representative

5/16/24

PO Box 12058, Austin, TX 78711-2058
texasmutual.com | (800) 859-5995 | Fax (800) 359-0650

VISUAL STRUCTURAL ASSESSMENT
STORMWATER BOX CULVERT
ELM STREET: FANNIN TO BROADWAY

City of Tyler
Internal Use Only

WRITTEN BY:
Cody Bain, P.E.
Project Engineer
City of Tyler, Engineering Dept.

ISSUE DATE
11/14/25

PAGES
16

EXECUTIVE SUMMARY

Multiple void spaces or sinkholes were discovered beneath the preexisting pavement upon the removal of asphalt pavement and the underlying brick along Elm Street from Fannin to Broadway. The investigation of the severity of these voids led to the direct observation of the stormwater box culvert that runs parallel to the south side of Elm Street. It was discovered that a significant section of the box culvert stone wall beneath 111 & 115 E. Elm Street had collapsed which opened a large washout/void beneath the buildings. The initial discovery was made on Monday 11/10, and a full visual assessment of the box culvert was conducted on 11/13, providing the basis of this report.

An approximately 50-foot section of the north stone wall of the box culvert has fully collapsed allowing for the formation of a large soil washout behind the wall, exposing what appears to be a foundation footing for the 111 E. Elm building. The collapsed wall has left the reinforced concrete roof structure unsupported along its north edge, resulting in excessive deflection of the roof and distress cracking throughout. The south stone wall across from the collapsed north wall is also showing signs of distress. (Red shaded area in Figure 1 below)

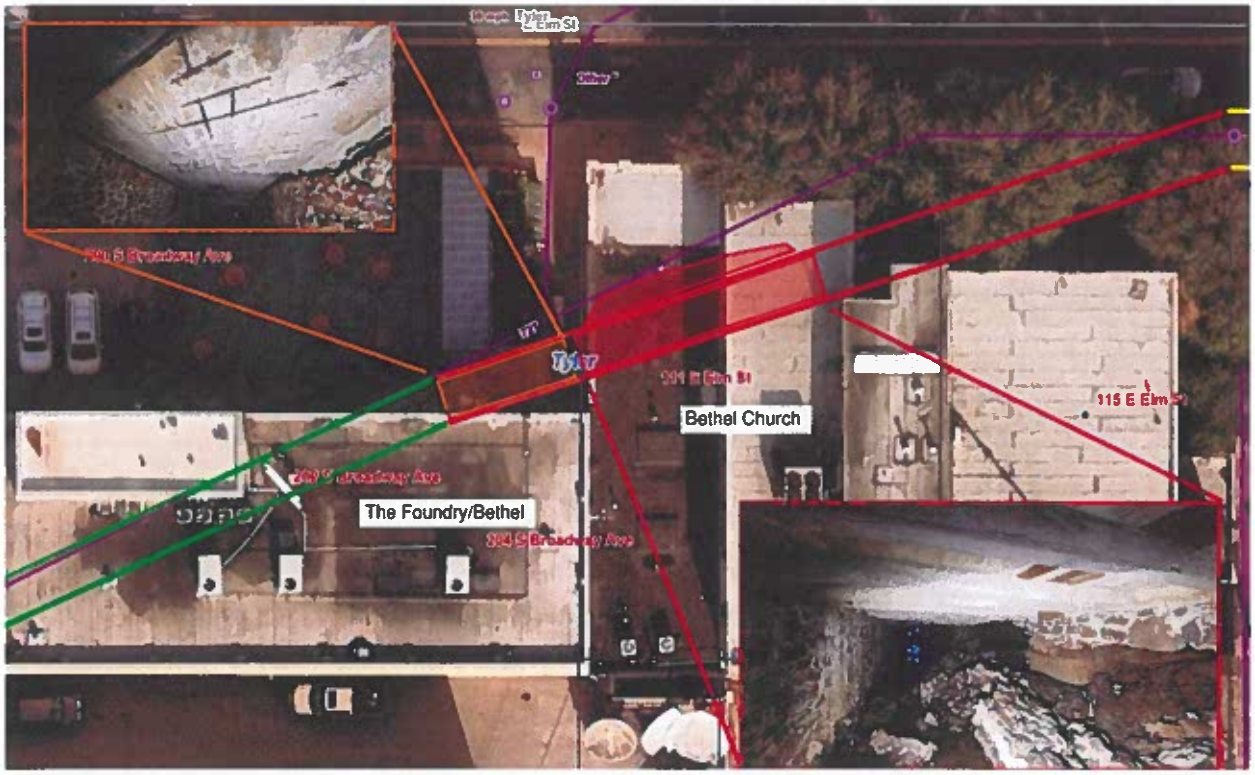
Additionally, the roof structure directly to the west of the collapse contains extensive concrete spalling due to corrosion and resulting expansion of the internal steel reinforcement. The corroded reinforcement has experienced significant material cross-sectional area loss and corresponding loss of strength. As a result, the roof is deflected by as much as 3-inches, and eventual collapse of this section of roof is inevitable. (Orange shaded area in Figure 1 below)

The visual assessment confirmed the need for immediate temporary shoring of the box culvert stone walls and reinforced concrete roof structure in the area of the collapse and at the heavily corroded roof structure directly to the west of the collapse. The foundations of the buildings directly above and near the area of collapse may also require immediate attention to reestablish ground support.

Additional consideration for the stability of the culvert structure during adjacent sewer construction is warranted. The sewer construction will enter the immediate area of the box culvert as early as Monday 11/17. The sewer construction includes excavation of soil directly adjacent to the box culvert coming as close as 4-feet to the culvert, and at depths potentially exceeding 8 to 10-feet below the floor of the box culvert.

Permanent repair or replacement of the section of the box culvert from the north side of The Foundry to the west curb inlet at Spring Avenue will be required. Likewise, other sections of the box culvert will require repairs to preserve the existing structure.

Figure 1 - Aerial Imagery of the Collapsed Box Culvert



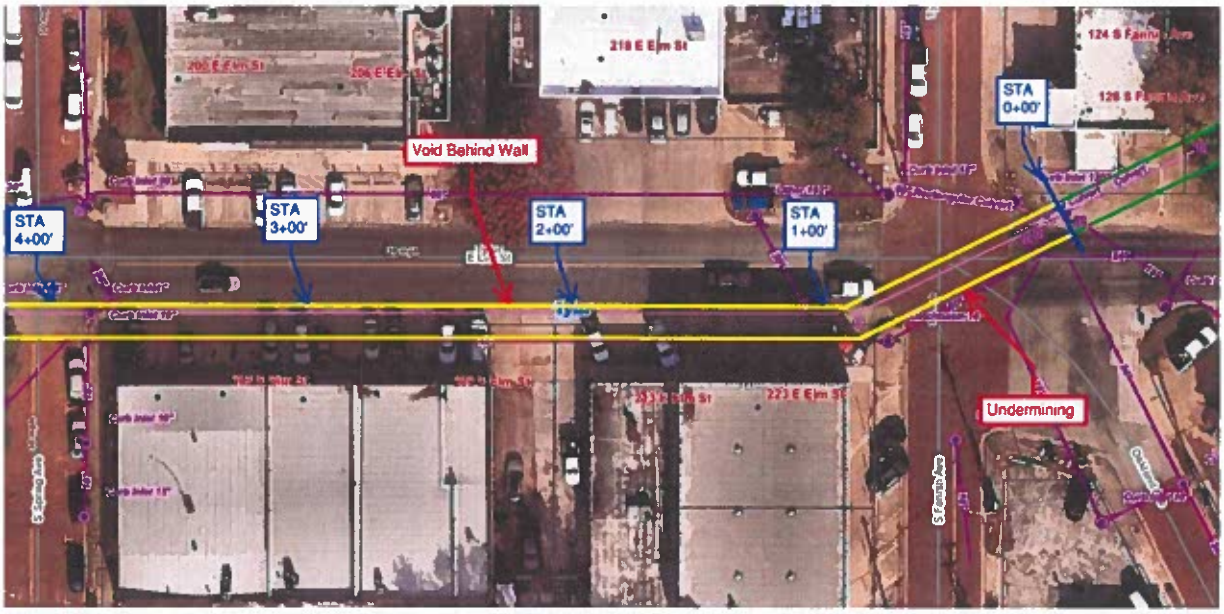
OBSERVATIONS AND COMMENTS

Cody Bain, P.E. performed a visual assessment of the box culvert along the south side of Elm Street from South Fannin Avenue to South Broadway Avenue on November 13, 2025. The assessment was limited to the visible surfaces of the interior of the box culvert and the "on street" environment above the box culvert. The purpose of the assessment was to provide full photographic documentation of the culvert condition prior to commencement of the adjacent sewer main construction, and to assess the severity of the collapsed wall condition.

Fannin to Spring

The section of the box culvert from Fannin Avenue (Sta. 0+00') to Spring Avenue (Sta. 4+30') runs primarily parallel to Elm Street and is located directly to the south of the edge of pavement. (Photo Below – Orientation in Yellow)

Visual Structural Assessment for Elm Street Stormwater Box Culvert
Project: Consent Decree Capacity
Inspection Date: November 13, 2025



This section of the box culvert is in relatively good condition considering its age. We know that the reinforced concrete roof structure was constructed in 1933 (same year as beginning of CCC) and it is believed that the approximate top half of the masonry walls were also constructed in 1933. The tops of the culvert walls are constructed with various masonry type materials, including concrete rubble, stone, and clay masonry units. The bottom half of the walls are stone construction, possibly dating back to the 1800's, if constructed near the same time as the stone arch bridge (year 1880) over the drainage ditch. (Photo below – Typical Stone Wall Condition)



Minor repairs are required for this section of the box culvert, including tuckpointing to reestablish mortar joints, sealing of the culvert roof expansion joints, and floor slab replacement. These are considered maintenance items that are required to preserve the integrity of the existing structure. (Photo below – Tuckpointing of Joints Required)



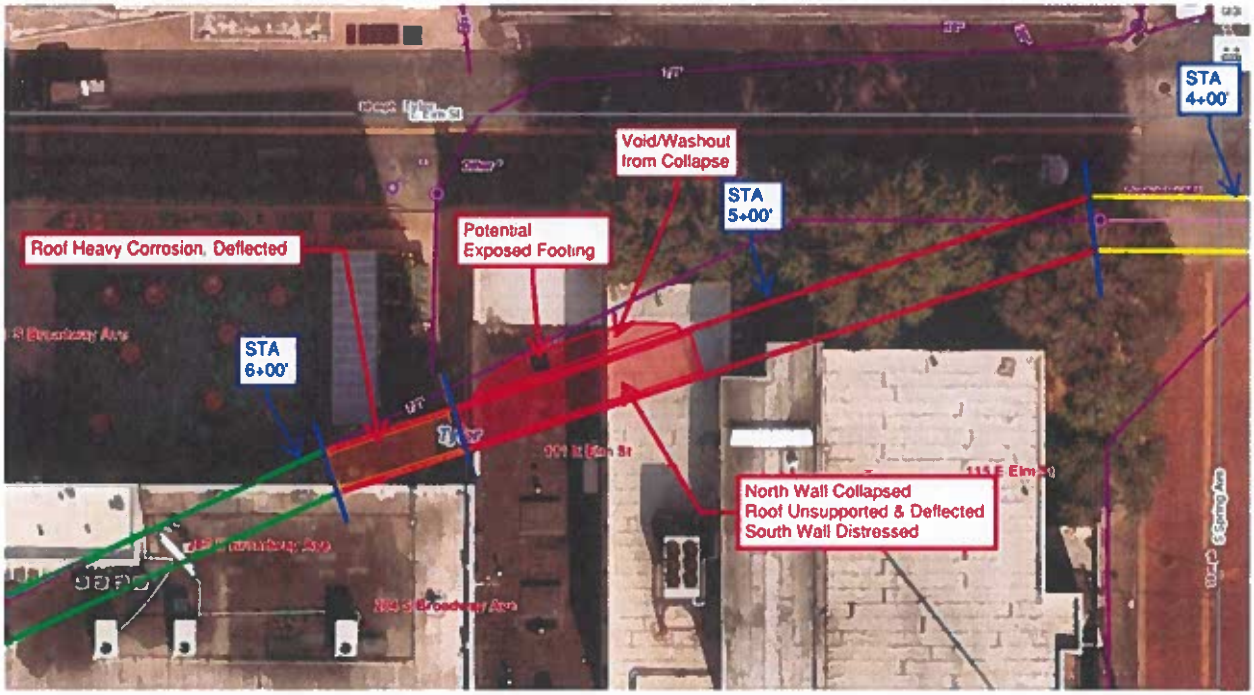
The south stone wall contains a section beneath Fannin Avenue (Sta. 0+00' to Sta. 1+00') that has been undermined due to erosion from the flow of water at the bottom of the culvert. This section requires timely repair to reestablish the connection of the bottom of the stone wall to the floor/footing of the culvert. This repair will include filling the void beneath the stone wall with concrete to prevent eventual collapse of the wall due to the continued worsening of the undermining condition. (Photo below – Undermining of Bottom of Wall)



The primary concern with this section (Sta. 0+00' to Sta. 4+50') of the box culvert is the proximity of the sewer main construction, which will include the excavation of a trench that is approximately 15-feet deep and as close as 4-feet from the north stone wall of the box culvert. The removal of soil behind the stone wall to depths below the floor elevation of the box culvert may create pathways for the water within the culvert to flow into the excavated trench, causing destabilizing washout of the soil supporting the culvert. Another concern is that the backfilling of the sewer main trench includes compaction of the backfill soil which will exert lateral pressure onto the unreinforced stone walls of the culvert. These factors along with the general construction vibrations may cause destabilization of the culvert walls or distress resulting in future structural issues.

Spring to The Foundry

The alignment of the box culvert angles slightly southward beginning at the west sidewalk of Spring Avenue (Sta. 4+30'), veering further from Elm Street as we move westward. This southward angle places the box culvert beneath the buildings at 111 & 115 E. Elm St. (Bethel), and 202 S. Broadway Ave. (Foundry/Bethel). The alignment differs from how the box culvert is represented on interactive maps (TIGR, SmithCountyMapsite). (Photo Below – True Alignment and Collapsed/Distressed Areas)



The structure of the box culvert changes west of Spring Avenue (Sta. 4+30') to just past the collapsed area near the alley (Sta. 5+70') between 111 E. Elm St. and the back of The Foundry. This section consists of fully stone walls, a reinforced concrete roof structure with shallow concrete joists/ribs, and a concrete floor. The stone walls outside of the collapsed section were in generally fair condition, having clearly received tuckpointing repairs in the past. The roof structure outside of the collapsed area was in fair condition with areas of spalled concrete due to corroded reinforcement being typical. (Photos Below – Typical Stone Wall Condition, Typical Roof Structure Condition)

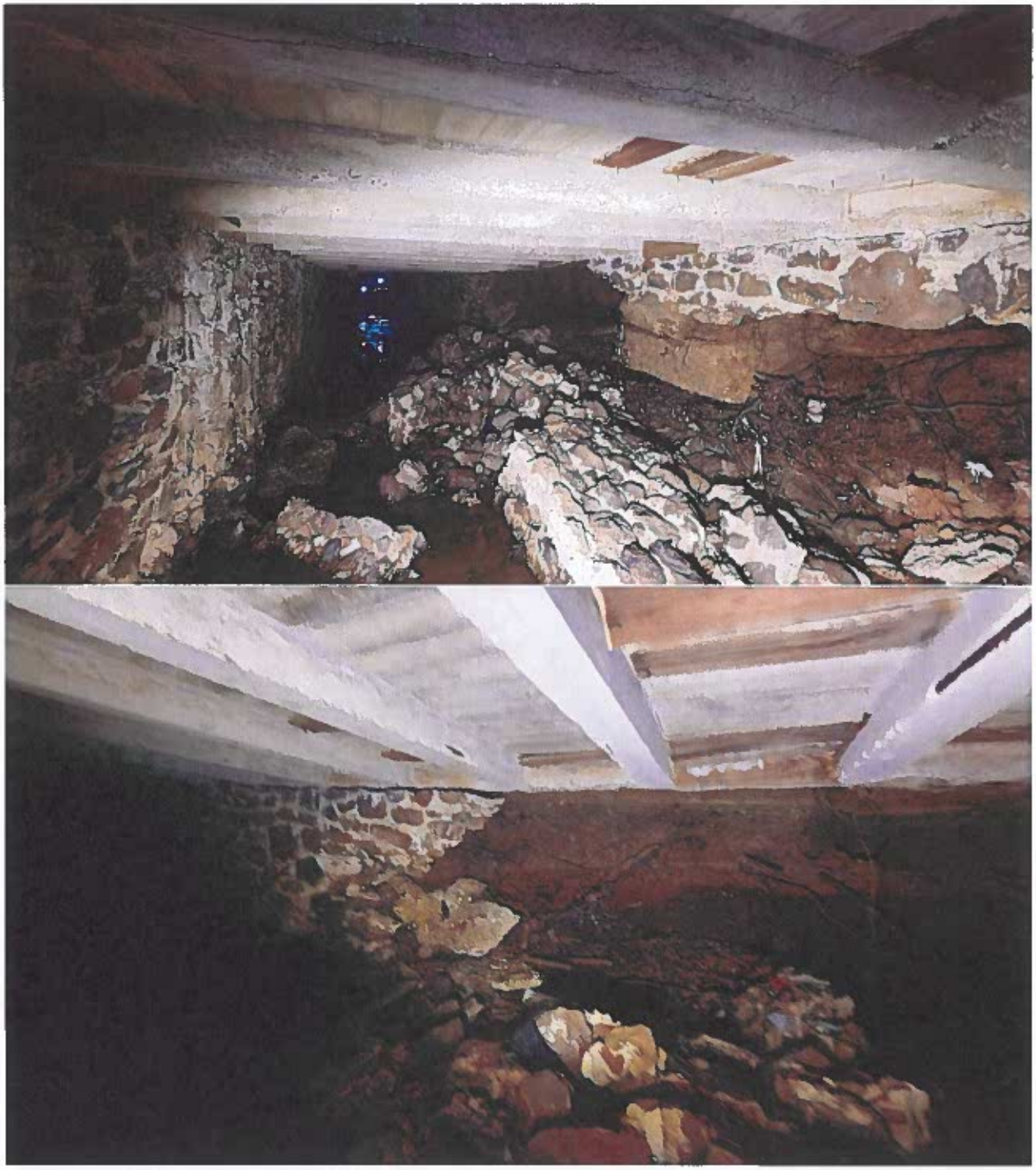




Area of Collapse

As previously described, the north stone wall of the box culvert has collapsed inward over about a 50-foot (Sta. 5+14') section beneath the buildings at 111 & 115 E. Elm Street. The full height of the collapsed wall fell into the flowline of the box culvert, leaving some portions of the wall hanging unsupported, cantilevered, and/or displaced inward with large cracks. (Photos Below – Collapsed North Wall x 4)







The collapsed wall left the north edge of the roof structure unsupported, which has resulted in distress cracking throughout the roof structure and corresponding deflection of the roof. The loss of support and subsequent deflection on the north edge of the roof has caused additional distress to the already degraded south stone wall, resulting in large cracks and inward displacement. (Photos Below - Distress Cracking in Roof x 2, Distressed South Wall)





The north wall collapse allowed for the formation of a large void space due to a washout of soil behind the wall. Within the washout there is what appears to be a concrete footing for the building above. This footing appears to be undermined around its edges, but due to roots and debris buildup, it could not be directly observed if the footing is supported by a deep foundation pier. Likewise, this presumed footing may be something else, such as a thrust block or some other unknown feature. More investigation will be required to determine if the foundation of the building has been adversely affected by the washout. The top of the washout appears to be capped by the underside of a concrete slab, likely the building slab, but

due to safety concerns, the void created by the washout was not entered for closer observation. (Photos Below – Exposed Footing, Slab above Void)



West of Collapse

From the alley adjacent to 111 E. Elm St., west to approximately the north wall of The Foundry building, the roof structure of the box culvert changes to a flat underside with a total thickness of about 4 or 5-inches. This section of roof structure contained extensive concrete spalling due to corrosion of the internal steel reinforcement. Much of the corroded reinforcement has lost a significant amount of cross-sectional

area of the steel, resulting in a corresponding loss of strength. As such, the roof structure in this area is deflected by approximately 2 or 3-inches. (Photos Below – Spalling and Corrosion, Fully Corroded Reinforcement, Visible Roof Deflection)





This section of the roof will eventually collapse downward, and in doing so, may drag portions of the stone walls down with it. The back porch and external stair structure of The Foundry and Bethel Church are on the ground surface directly above this section of the box culvert, but the structure (if any) between the top of the culvert roof and ground surface is unknown. Therefore, the full consequences of a collapse in this area are unknown.

The Foundry to Broadway

The box culvert under The Foundry and S. Broadway Avenue is constructed with reinforced concrete all around. This section of the culvert is in good condition and does not require immediate repair.

RECOMMENDATIONS

Immediate Actions

The roof and stone walls of the collapsed portion of the box culvert should receive immediate temporary shoring that is designed and installed by a professional shoring company. The shoring should be able to withstand the flow of water through the culvert without significant constriction of the culvert cross-sectional area. Once the roof is secured, the debris can be safely cleared, and an investigation into the presumed building footing can take place to determine if the building foundation has been compromised. If needed, temporary shoring or permanent restoration of foundation support should be installed before filling or blocking off the washout. Finally, to prevent further soil washout, the void space will need to be temporarily isolated or permanently filled with material that will not erode.

Potential Immediate Steps:

1. Inform building owners of the situation and advise no use of space directly above collapse until after step 3.

2. Install temporary roof structure shoring by hiring a professional shoring company including engineering.
3. Remove debris and investigate presumed building footing and confirm that building foundation is truly independent of box culvert. Investigation and support determination should be performed by a professional engineering consultant.
4. If needed, reestablish supporting beneath building foundation/slab. Potential methods may include limited excavation and partial filling of void with self-consolidating concrete.
5. Isolate void space or fill it with a material that will not erode. Methods may include integrating a sheet metal barrier into the temporary shoring or filling the void with flowable fill grout by coring through the slab above.

During Sewer Main Construction

The sewer main construction presents multiple factors that may potentially contribute to distress or failure of the box culvert, as described above. Options/ideas to move forward include the following:

- No protection – Move forward with the sewer main construction without any special protections for the culvert. The condition of the culvert could be periodically monitored for construction related distress, but options for repair would be limited without delaying construction.
- Sheet Piling – Install sheet piling between the box culvert and the sewer main excavation to provide stability during excavation and backfilling. Sheet pile installation involves vibrating the piles into the soil which will transfer some of those vibrations into the box culvert structure.

Note that the sewer construction comes closest to the portion of the box culvert that is in good condition but is still potentially vulnerable due to the style of construction. The collapsed portion of the box culvert will be 14 to 45-feet from the sewer main construction.

Permanent Repairs

Permanent repairs or reconstruction of the collapsed and "imminent failure" sections of the box culvert will be required. The permanent repairs will include, in order, replacement or restoration of the floor slab, reinforcement or replacement of the walls, and reinforcement or replacement of the roof structure. The permanent repairs should be designed by a professional engineer, but potential options include the following:

- Reinforcement with Concrete – Stabilize the floor slab by pouring a new slab over the existing or by repairing the existing floor slab. Form a rebar cage around the inside face of the walls and roof, anchoring the rebar into the existing structure. Utilize shotcrete to form the new reinforced concrete structural walls. The concrete could also be formed and poured traditionally, but it would require periodic access cores through the building slab and existing culvert roof. No matter the method, this option will reduce the cross-sectional area of the box culvert, thereby reducing the maximum flowrate. The required flow rate can be calculated, but the configuration of existing infrastructure seems to point toward past flowrate issues, so it is suspected that a reduction in capacity is not optional. If paired with temporary shoring to hold the roof structure, the walls may be able to be removed and replaced without a reduction in culvert width.

- Remove and Replace – The existing culvert can be removed and replaced with reinforced concrete in short sections at a time. Open trenching is not an option for this method because the culvert is located beneath buildings, so all work would be performed from within the box culvert. A short section (4 or 5-feet) of the existing floor, walls, and roof are cut and removed, and new reinforced concrete is installed in their place. This method is slow, but easier to plan for weather to keep the culvert operational during construction. Cons include numerous concrete cold joints and rebar lapping or mechanical butt connections, and high labor costs.
- Reroute – The existing portion of the culvert located under the buildings may be abandoned and a new route for the culvert can be established that goes around the buildings. The new section would connect with the existing structure at the Elm/Spring intersection, continue westward under the south sidewalk along Elm Street, turning southward under The Foundry porch/parking, then continuing south to reconnect with the existing structure under the sidewalk on the east side of Broadway. The abandoned portion of the existing culvert would need to be filled with flowable fill to prevent future foundation issues for the buildings above. The drawbacks of this method include significant disruption to the use of The Foundry and Bethel buildings during construction, and the likely closure of at least 1 lane of Broadway. The reroute could be added to the construction of the sewer main project if the design can be quickly established.

The reroute option with a smaller (and less disruptive) culvert could also be combined with the reinforcement option above to alleviate the previously discussed reduced capacity issue associated with reinforcement. This would effectively split the existing box culvert into two smaller branches to achieve the required flowrate. This combination could also allow for an alteration of the reinforcement option by inserting precast round or rectangular culvert sections within the existing culvert and filling the annular spaces between the new and existing with grout.

CLOSING

This report is intended to be used internally (City of Tyler) for information sharing and discussions. While engineering opinions and recommendations are provided, they are limited by information gathered by onsite visual observations, and no engineering calculations or designs have been performed to generate this report. As such, this report should be used to explore and guide next steps, but it should not be construed as an engineering design.

Respectfully Submitted,



Cody Bain P.E.,
Project Engineer
City of Tyler

2025.11.17
12:06:19-06'00'

I N V O I C E

HARTBEAT CONSTRUCTION
15160 HWY. 155 SOUTH
TYLER, TEXAS 75703
903.581.5622; FAX 903.581.6123

PROJECT: # 010226
INVOICE # 010226
DATE: 01-08-26
DUE DATE: UPON RECEIPT

BILL TO:

City of Tyler Texas
Cody Bain, PE
Project Engineer
Office: (903) 531-1135 Cell (903)348-4329
cbain@tylertexas.com I www.CityofTyler.org

Re: Elm Street Box Culvert Emergency Temporary Stabilization Project
NEW TEMP CONCRETE INLET TOP

Provided labor, material, equipment, supplies and insurance to construct one new Temporary Concrete Inlet Top, remove blockades and debris.

TOTAL DUE NOW **$ 5,633.00**

Thank You!

APPROVED
01/08/2026
Cody Bain

I N V O I C E

HARTBEAT CONSTRUCTION
15160 HWY. 155 SOUTH
TYLER, TEXAS 75703
903.581.5622; FAX 903.581.6123

PROJECT: # 111925
INVOICE # 120425
DATE: 12-04-25
DUE DATE: UPON RECEIPT

BILL TO:

City of Tyler Texas
Cody Bain, PE
Project Engineer
Office: (903) 531-1135 Cell (903)348-4329
cbain@tylertexas.com I www.CityofTyler.org

Re: Elm Street Box Culvert Emergency Temporary Stabilization Project

Provide labor, material, equipment, supplies and insurance to stabilize the collapsed box culvert between the intersection of Spring Street and Elm Street to 204 Elm Street traveling parallel under the South side of Elm Street. The project includes fabricating structural steel members and installation of the same to support the compromised walls and ceiling in an approximate 50-foot area.

TOTAL DUE NOW **$ 248,383 .00**

Thank You!

APPROVED
12/19/2025

Cody Bain

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-2

Date: January 28, 2026

Subject: Request that the City Council consider authorizing the City Manager to ratify staff action adding addendum 2 to the City-Wide HVAC Filter Service Contract.

Item Reference: **Bid Number 23-051**

Total Additional Contract amount with all renewals per this addendum = $4,080.00
Total contract amount with all renewals per this addendum will increase from $233,850.00 to $237,342.00 over the Life of the contract.

Item reference:

On Friday, July 7, 2023 and Friday, July 14, 2023, ads were placed in the Tyler Morning Telegraph by Staff Requesting Proposals for city-wide HVAC filter Service, replacement and maintenance. Bids were opened in public at 2pm Tuesday, July, 25, 2023, at the City of Tyler City Hall Council Chambers. Proposal costs for 5 year totals were as follows:

Texas Filter - $45,954.00 (per year) $229,770.00 (5-year total)
Add addendum 1 - $233,850.00 (5-year total)
Add addendum 2 - $237,342.00 (5-year total)

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to ratify staff action adding addendum 2 to the City-Wide HVAC Filter Service Contract.

Attachments:
23-051 Signed Contract.pdf
Addendum 1.pdf
Addendum 2.pdf
23-051 Bid Tabulation - Filter Service.pdf

23-051 Notice to Bidders.pdf

Drafted/Recommended By:
Department Leader Gary L. Smith - Facilities Services Coordinator

Edited/Submitted By:
City Manager

THE STATE OF TEXAS	§	**CITY OF TYLER**
	§	
	§	
CITY OF TYLER, TEXAS	§	**SERVICES AGREEMENT**
	§	
	§	
COUNTY OF SMITH	§	**TEXAS FILTER SERVICE (CITY WIDE FILTER SERVICE)**

This Agreement entered into by and between the **City of Tyler**, a home-rule City as defined by the Texas Local Government Code, hereinafter referred to as "City", and **Texas Filter Service** of **Tyler, Texas; Smith County** hereinafter referred to as "Contractor."

THAT FOR AND IN CONSIDERATION of the payments and mutual covenants set forth in this Agreement, **CITY** and **CONTRACTOR** agree as follows:

WITNESSETH:

1. **Description of Services.**

   Contractor shall provide City Wide HVAC Filter Replacement and Maintenance Services as outlined in "Attachment A", under the direction and control of each location's designated City representative:

2. **Term.**

This Agreement shall be effective beginning September 1, 2023, for an initial term of ONE (1) year, with the option of Four (4) additional one-year renewal terms if agreed to by both parties. This contract and all renewals shall terminate on August 31, 2028. Services may continue on a month to month basis if both parties agree to terms and prices contained in the attached specification. **Agreement Price.**

City agrees to pay the Contractor the contract amount of **Forty Five Thousand, Nine Hundred and Fifty Four Dollars and 00/XX ($45,954.00)**, which shall constitute full and complete compensation for the furnishing of all of the necessary services under this Agreement for a 1 year period and a total payment of **Two Hundred Twenty-Nine Thousand, Seven Hundred and Seventy Dollars and 00/XX ($229,770.00)** over the 5 year span of contract and renewals if accepted by both parties. Billing and invoicing will be submitted ***monthly*** to City of Tyler Facilities Services Manager for payment.

4. **Independent Contractor.**

The parties agree that Contractor will act as an independent contractor in the performance of services under this Agreement. Contractor shall be responsible for payment of all taxes and license fees, if any, including Federal, State and local taxes arising out of the Contractor's activities in accordance with this Agreement. Contractor further agrees that Contractor shall not be entitled to medical or other benefits provided in the ordinary course of employment to full-time City employees. Nothing in this Agreement creates a partnership or joint venture between the parties.

5. **Confidential Information.**

Contractor agrees that any information received about the City during performance of Contractor's services will be treated as confidential information and will not be revealed to any other persons, firms or organizations without the express written authorization of the City or unless otherwise required by law.

6. **Applicable Law.**

This Agreement shall be construed in accordance with the laws of the State of Texas and the ordinances of the City of Tyler. Venue for any action brought to enforce or interpret this agreement shall lie exclusively in a court of competent jurisdiction in Smith County, Texas for actions in state court, and in the Eastern District of Texas, Tyler Division, for actions in federal court. The Contractor shall comply with all applicable federal, state and local laws in the performance of this Agreement. Failure to comply with any such laws constitutes grounds for termination of this Agreement by City.

7. **Severability and No Assignment.**

In any provision herein is held by a court to be void or unconstitutional, such holding shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect. Contractor shall not assign this Agreement without prior written approval of the City. Any attempted transfer of this Agreement without prior written approval

8. **Modification and Termination.**

This Agreement may not be modified except by written notice signed by both parties. The City and Contractor both reserve the right to terminate this Agreement, for any reason and at any time, upon thirty (30) days written notice. In the event of unsatisfactory service, the City reserves the right to cancel this Agreement upon ten (10) days written notice. Notice shall be directed to the person signing this Agreement and at the addresses provided herein.

9. **Notices.**

Any notices provided under this Agreement shall be in writing. For purposes of such notice, the addresses of the parties, until changed by written notice, shall be:

CITY'S CONTACT:		**CONTRACTOR'S CONTACT:**	
Name	Gary L. Smith	Name	TEXAS FILTER SERVICE, LLC
Address	212 N. Bonner Ave Tyler Texas 75702	Address	10276 ROBINSON DR TYLER, TX 75703
Phone	903-520-3166	Phone	903-581-0830
FAX	N/A	FAX	903-534-8660
E-mail	gsmith@tylertexas.com	E-mail	DROBINSON@TEXASFILTER.COM

10. **Bonds; Insurance.**

A performance and maintenance bond shall be required for all contracts in excess of $100,000. A payment bond shall be required for all contracts in excess of $25,000.

Standard Contract Insurance Chart

INSURANCE COVERAGE 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) Contractual Liability or Cross Liability And where exposure exists, coverage required for: e) X-C-U Coverage X = Explosion Hazard C = Collapse Hazard U = Underground Damage	Not Less than: **$1,000,000** (one million) Each Occurrence **$1,000,000** (one 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: **$500,000** (five hundred thousand) Each Occurrence
3) WORKERS' COMPENSATION (Where required by state law)	**Statutory Limits for Workers' Compensation** TEX. LAB. CODE ANN. Title 5, Subtitle A, Chapter 401 TEX. ADMIN. CODE, Title 28, Part 2

Checklist for Standard Contract Certificates of Insurance

1.	All pages of the *Certificate of Liability Insurance* shall be attached. *See* lower right corner of certificate for *ex toto* pagination. E.g. Page 1 of 2
2.	Policy Effective and Expiration Dates (for each type of coverage) Policy **effective date** is ON or BEFORE Contract date, and Policy **expiration date** should extend at least 3 months into the future OR for the estimated project length, whichever is greater.
3.	General Liability ☒ **Occurrence** Box is Checked ☒ **Per Project** Box is Checked for General Aggregate Limit.

4.	Automobile Liability At a minimum each of the following boxes should be checked: ☒ Any Auto OR ☒ All Owned Autos, and ☒ Hired Autos, and ☒ Non-Owned Autos.
5.	Workers Compensation ☒ WC Statutory Limits Box is Checked
6.	Look at the "Description of Operations . . . Special Provisions" Box. Clearly indicate the **CITY** has been endorsed by using this language: "The City of Tyler (i.e. Certificate Holder) shall be named as Additional Insured as respects to General Liability and Auto and shall have a 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, non-contributory as respects to General Liability and Auto as required by written contract."
7.	Clearly identify each policy's limits, flat & percentage deductibles, sub-limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
8.	Certificate Holder: City of Tyler P.O. Box 2039 Tyler, TX 75710

Standard Contract Insurance Terms to be referenced in Agreement

Contractor Shall Maintain Insurance

CONTRACTOR 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 unless otherwise noted herein. Insurance required by this contract for the **CITY** as additional insured shall be primary and not contributing with any other insurance available to **CITY**. The City of Tyler, as the Certificate Holder, shall be named as Additional Insured as respects to General Liability and Auto and shall have a 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, non-contributory as respects to General Liability and Auto as required by written contract."

CONTRACTOR agrees to provide evidence of the required coverage at execution of contract.

Contractor shall not materially change or cancel any coverage without providing thirty (30) days prior written notice to City.

Insurance Requirements shall not limit Contractor's Liabilities and Obligations

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

Commercial General Liability

CONTRACTOR agrees to maintain Commercial General Liability at a limit of liability not less than one million **($1,000,000) Each Occurrence**, one million **($1,000,000) General Aggregate** per project.

CONTRACTOR agrees its coverage will not contain any restrictive endorsements excluding or limiting Product - Completed Operations, Independent Contractors, Contractual Liability or Cross Liability. The **CONTRACTOR** agrees any Self-Insured-Retention or deductible shall not exceed twenty-five thousand ($25,000).

Business Automobile Liability

CONTRACTOR agrees to maintain Business Automobile Liability at a limit of liability not less than five hundred thousand **($500,000) 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 **CONTRACTOR** does not own automobiles, **CONTRACTOR** 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.

Worker's Compensation Insurance

The **CONTRACTOR** 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).

No Representation of Coverage Adequacy

The coverage, limits or endorsements required herein protect the primary interests of the **CITY**, and the **CONTRACTOR** agrees in no way should these coverage, limits or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the **CONTRACTOR** against any loss exposures, whether as a result of the Project or otherwise.

Deductibles, Coinsurance Penalties & Self-Insured Retention

CONTRACTOR 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 **CITY**, the **CONTRACTOR** agrees, when requested by **CITY**, to maintain a Commercial Surety Bond in an amount equal to said deductible amount.

Waiver of Subrogation

CONTRACTOR agrees by entering into this written AGREEMENT to a Waiver of Subrogation in favor of the **CITY**, **CONTRACTOR**, sub-contractor, architects, or engineers for each required policy providing coverage during the life of this AGREEMENT. **CONTRACTOR** 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 **CITY**. 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 **CONTRACTOR** enter into such an agreement on a pre-loss basis.

Right to Revise or Reject

CONTRACTOR agrees the **CITY** 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.

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 either the City Attorney's Office or Risk Management in the **CITY'S** Human Resources Department for their adequacy as to form, content, form of protection, and providing company. Additionally,

the **CITY** 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, **CITY** shall provide **CONTRACTOR** written notice of such revisions or rejections.

Certificate of Insurance

CONTRACTOR agrees to provide **CITY** with Certificate(s) of Insurance that clearly evidence the **CONTRACTOR'S** insurance contains the minimum coverages, limits, and endorsements set forth herein.

In the event the **CITY** is notified that a required insurance coverage will cancel or expire during the period of this AGREEMENT, the **CONTRACTOR** agrees to furnish **CITY** prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by **CITY**, the **CONTRACTOR** agrees to not continue Work pursuant to this AGREEMENT, unless all required insurance remains in effect.

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

11. **Indemnity**

CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS PROJECT DESIGNER, THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND OTHER CONSULTANTS FROM AND AGAINST ALL LIABILITY FOR ANY AND ALL CLAIMS, LIENS, DEMANDS, AND DAMAGES OF EVERY KIND FOR INJURIES TO PERSONS INCLUDING DEATH, PROPERTY DAMAGE INCLUDING LOSS OF USE, AND EXPENSES INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT AND CAUSED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONTRACTOR, ANY SUBCONTRACTOR, OR ANYONE FOR WHOSE ACTS THE CONTRACTOR OR SUBCONTRACTOR MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIMS OR DAMAGES OCCURRED ON PROPERTY BELONGING TO THE CITY. THE CONTRACTOR'S INDEMNIFICATION OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR'S DUTY TO INDEMNIFY AND DEFEND CITY UNDER THIS PARAGRAPH WILL APPLY AND WILL EXTEND TO COVER LOSSES REGARDLESS OF WHETHER SUCH LOSSES ARE CAUSED BY EITHER CONTRACTOR'S OR CITY'S CONCURRENT, COMPARATIVE, OR CONTRIBUTORY NEGLIGENCE.

IT IS AGREED FOR ALL PURPOSES HEREUNDER, CONTRACTOR IS AND SHALL BE AN INDEPENDENT CONTRACTOR AND SHALL NOT, WITH RESPECT TO ITS ACTS OR OMISSIONS BE DEEMED AN AGENT OR EMPLOYEE OF CITY, AND CONTRACTOR SHALL IN NO MANNER INCUR ANY EXPENSES OR LIABILITY ON BEHALF OF CITY.

FURTHER, CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR HARM, INJURY, OR ANY DAMAGING EVENTS WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISES DEFECTS IN IMPROVEMENTS CONSTRUCTED BY CONTRACTOR WHICH MAY NOW EXIST OR WHICH MAY HEREAFTER ARISE UPON THE PREMISES, ANY AND ALL SUCH DEFECTS BEING EXPRESSLY WAIVED BY CONTRACTOR. CONTRACTOR UNDERSTANDS AND AGREES THAT THIS INDEMNITY PROVISION SHALL APPLY TO ANY AND ALL CLAIMS, SUITS, DEMANDS, AND/OR ACTIONS BASED UPON OR ARISING FROM ANY SUCH PREMISE DEFECTS OR CONDITIONS, INCLUDING BUT NOT LIMITED TO ANY SUCH CLAIM ASSERTED BY OR ON BEHALF OF CONTRACTOR OR ANY OF ITS MEMBERS, AGENTS, EMPLOYEES, CUSTOMERS, OR VISITORS.

IT IS FURTHER AGREED WITH RESPECT TO THE ABOVE INDEMNITY, THAT CITY AND CONTRACTOR WILL PROVIDE

THE OTHER PROMPT AND TIMELY NOTICE OF ANY EVENT COVERED WHICH IN ANY WAY, DIRECTLY OR INDIRECTLY, CONTINGENTLY OR OTHERWISE, AFFECTS OR MIGHT AFFECT THE CONTRACTOR OR CITY, AND CITY SHALL HAVE THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS. PROVIDED, HOWEVER, NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS OBLIGATING CONTRACTOR TO INDEMNIFY THE CITY FOR THE NEGLIGENCE OR ACTIONS OF THE CITY, ITS AGENTS, SERVANTS, OR EMPLOYEES, OR THIRD PARTIES OVER WHOM CONTRACTOR HAS NO RIGHT OF CONTROL.

CONTRACTOR agrees to comply with the Worker's Compensation Act of the State of Texas and to pay or cause to be paid all compensation, medical or hospital bills which may become due and payable thereunder, and to indemnify, hold harmless and defend CITY from and against any and all liability by reason of injury of employees of CONTRACTOR. CONTRACTOR shall furnish CITY with a Certificate from its Insurance Carrier evidencing CONTRACTOR'S compliance therewith.

CONTRACTOR AGREES TO COMPLY WITH ABOVE REQUIREMENTS IN CONNECTION WITH SERVICES AND/OR WORK COVERED UNDER THIS PROJECT.

12. **Venue Clause**

The agreement shall be construed in accordance with the laws of the State of Texas and the ordinances of the City of Tyler, Texas. Venue for any action brought to enforce or interpret the agreement shall lie exclusively in a court of competent jurisdiction in Smith County, Texas for actions in state court, and in the Eastern District of Texas, Tyler Division, for actions in federal court.

CITY and CONTRACTOR hereby bind themselves, their heirs, successors and assigns and representatives for the faithful and full performance of the terms and provisions of this Agreement, jointly and severally.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement this the _____ day of _____, 20____.

CITY OF TYLER, TEXAS

BY: _____
Edward Broussard, City Manager

CONTRACTOR:

BY: _____

APPROVED:

BY: _____
City Attorney's Office

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

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared DAVID P. ROBINSON, who is known to me, or who was proved to me through _____ [*description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person*]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 27 day of July, 2023.

ERIC W. PROFFER
Notary Public, State of Texas
Comm Expires 04-22-2024
Notary ID 132446922

Notary Public In and For The State of Texas

ERIC W Proffer
Notary's Printed Name

My Commission Expires: 04-22-2024

Attachment "A"

NOTICE TO BIDDERS

Sealed bids addressed to the City of Tyler, Texas will be received in the Purchasing Office, 304 North Border, Tyler, Texas 75702, to Attention: Purchasing Manager, until **2:00 p.m. on Tuesday July 25, 2023** and will be opened immediately afterwards in the City Council Chambers, 212 North Border, City Hall, 2nd Floor.

Sealed bids will be for furnishing all necessary materials, equipment, superintendence and labor for construction of the following improvement for the City of Tyler, Texas:

City of Tyler Bid Number: **23-051**
Project Name: **City Wide HVAC Filter Service**

The project includes: **provide all city wide filter service maintenance and replacement.**

Forms of proposal, contracts, bonds, insurance, plans and specifications may be obtained electronically at no charge from the offices of City of Tyler Facilities Services, 408 W. Oakwood, Tyler TX 75702

A **Pre-Bid** Conference will be held on **Tuesday, July 18, 2023 at 2:00pm at the Facilities Services offices at 408 W. Oakwood, Tyler TX. 75702 .** Questions concerning this project shall be directed to Gary L. Smith/Facilities Services PH: 903-520-3166 or Email gsmith@tylertexas.com. Due to project design and specifications this pre-bid is mandatory.

Please Note: In accordance with House Bill 1295, for certain contracts entered into on or after January 1, 2016, the successful bidder must submit a Certificate of Interested Parties (Form 1295) at the time the signed contract is submitted to the City. See Section 19, "Certificates of Interested Parties".

City of Tyler
Edward Broussard, City Manager

Publish: Tyler Morning Telegraph, Tyler, Texas

PUBLICATION DATES:

First Publication – Friday July 7, 2023
Second Publication – Friday July 14, 2023

Section 5 PROPOSAL

Proposal for CIP Contract
to
The City of Tyler, Texas

Date of Bid: 07/25/2023

The undersigned, as bidder, in compliance with **CITY'S *Notice To Bidders*** for construction of:

City of Tyler Bid Number: 23-051
Project Name: City Wide HVAC Filter Service

for the City of Tyler, Smith County, Texas, declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm, or corporation, that he has carefully examined the form of contract, ***Instructions to Bidders***, specifications, and the plans therein referred to, and has carefully examined the locations, conditions, and classes of materials of the proposed work; and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth, for the following unit prices.

It is understood that the following quantities of work to be done at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids.

It is further agreed that the following quantities of work to be done at unit prices and materials to be furnished may be increased or decreased as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased are to be performed at the unit prices set forth below except as provided for in the specifications.

It is further agreed that lump sum prices may be increased by change order to cover additional work ordered by the Engineer, but not when on the plans or required by the specifications, or in accordance with the ***General Conditions*** and ***Special Conditions*** and requirements. Similarly, they may be decreased to cover deletion of work so ordered.

It is further agreed that the unit and lump sum prices shall be shown in words and figures for each item listed in this proposal, and in the event of discrepancy, the words shall control, and should the bid price on any item be completely omitted, the proposal will be considered incomplete, and the proposal will be disqualified. It is understood and agreed that the work is to be completed in full either:

1) ☒ within thirty , (30) Choose an item after the date specified in the written ***Notice to Proceed,*** or
2) ☐ on or before the **mandatory completion** date of Enter mandatory completion date,

subject to such extensions of time as are provided by the ***General Conditions***.

Accompanying this proposal is a ☐ ***Bid Bond***, ☒ Certified Check, or ☐ Cashier's Check payable to the City of Tyler for: X Guaranteed company check

AMOUNT:

Two thousand two hundred ninety seven Dollars

and Seventy Cents

$ 2,297.70

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

Receipt is hereby acknowledged of the following addenda to the Contract Documents:

ADDENDUM NO. 1		Received	
ADDENDUM NO. 2		Received	
ADDENDUM NO. 3		Received	
ADDENDUM NO. 4		Received	
ADDENDUM NO. 5		Received	

Texas Filter Service, LLC	10276 Robinson Dr.
Bidder	Street Address
[signature]	Tyler, TX 75703
Signature	City, State, Zip
David P. Robinson	903-581-0830
Printed Name	Telephone Number
Managing Member	07/24/2023
Title	Date

23-051 City of Tyler-Filter Change Locations and Charges

Facility	Address				# / Year	$ / Monthly	$ / Year
Airport Old Terminal	154 Airport Dr. #201	TYLER	TX	75708	12	$84.00	$1008.00
Airport West Terminal	700 Skyway Blvd.	TYLER	TX	75704	12	$200.00	$2400.00
Animal Services	4218 Chandler Highway	TYLER	TX	75702	12	$220.00	$2640.00
Brooksires Conference Center	2000 W. Gentry Pkwy.	TYLER	TX	75702	12	$499.00	$5988.00
City Hall	212 N. Bonner	TYLER	TX	75702	12	$106.00	$1272.00
City Hall Storage Building	220 N. Border	TYLER	TX	75702	6	$27.00	$162.00
City University	212A N. Border	TYLER	TX	75702	12	$22.00	$264.00
Code Enforcement	411 W MLK Blvd.	TYLER	TX	75702	12	$22.00	$264.00
Facilities Services	408 W. Oakwood	TYLER	TX	75702	12	$12.00	$144.00
Fair Plaza Parking Garage	208 South College Ave	TYLER	TX	75702	6	$17.00	$102.00
Finance Office Building	304 N. Border	TYLER	TX	75702	12	$42.00	$504.00
Fire Administration Office	1520 W. Front St.	TYLER	TX	75702	12	$22.00	$264.00
Fire Machine Shop	500 W. Oakwood #412	TYLER	TX	75702	12	$12.00	$144.00
Fire Station #1	801 W. Gentry Pkwy	TYLER	TX	75703	12	$237.00	$2844.00
Fire Station #2	5505 Old Bullard	TYLER	TX	75703	12	$27.00	$324.00
Fire Station #3	329 Airport Dr.	TYLER	TX	75704	12	$22.00	$264.00
Fire Station #4	7445 Cherryhill Dr.	TYLER	TX	75701	12	$22.00	$264.00
Fire Station #5	1532 Bennett	TYLER	TX	75702	12	$22.00	$264.00
Fire Station #6	2804 Van Hwy.	TYLER	TX	75702	12	$17.00	$204.00
Fire Station #7	344 Troup Hwy	TYLER	TX	75701	12	$27.00	$324.00
Fire Station #8	3131 Shiloh Rd..	TYLER	TX	75703	12	$17.00	$204.00
Fire Station #9	9111 Paluxy	TYLER	TX	75701	12	$22.00	$264.00
Fire Station #10	2502 Omen Rd.	TYLER	TX	75701	12	$27.00	$324.00
Fire Training Facility	1920 C E. Houston St.	TYLER	TX	75702	12	$17.00	$204.00
Metro Chamber	2000 W. Gentry Pkwy.	TYLER	TX	75702	12	$32.00	$384.00
Glass Recreation Center	501 W. 32ND	TYLER	TX	75702	12	$141.00	$1692.00
Goodman Museum	624 N. Broadway	TYLER	TX	75702	6	$27.00	$162.00
Innovation Pipeline	217 E.Oakwood	TYLER	TX	75703	12	$32.00	$384.00
Lake Palestine Pump Station	19310 FM 2661	FLINT	TX	75762	12	$106.00	$1272.00
Lake Palestine WTP Admin Building	14792 CR 192	TYLER	TX	75703	12	$59.00	$708.00
Lake Palestine Electrical 1	14792 CR 192	TYLER	TX	75703	12	$89.00	$1068.00
Lake Palestine Electrical 2	14792 CR 192	TYLER	TX	75703	12	$17.00	$204.00
Lake Palestine Electrical 3	14792 CR 192	TYLER	TX	75703	12	$17.00	$204.00
Lake Palestine Filter Control Building	14792 CR 192	TYLER	TX	75703	12	$17.00	$204.00
Lake Palestine Ozone Building	14792 CR 192	TYLER	TX	75703	12	$17.00	$204.00
Lake Tyler Pump Station	16503 McKelroy Dr.	WHITEHOUS	TX	75791	12	$74.00	$888.00
Liberty Hall	103-106 E. Erwin	TYLER	TX	75702	12	$54.00	$648.00
Library	201 S College Ave.	TYLER	TX	75702	12	$168.00	$2016.00
Municipal Court	813 N. Broadway	TYLER	TX	75702	12	$59.00	$708.00
Neighborhood Services	900 West Gentry Pkwy.	TYLER	TX	75702	12	$54.00	$648.00
Parks Administration	1718 W. Houston	TYLER	TX	75702	12	$27.00	$324.00
Police CSI	621 W. Ferguson St.	TYLER	TX	75702	12	$79.00	$948.00
Police Complex	711 W. Ferguson	TYLER	TX	75702	12	$341.00	$4092.00
Police South Substation	574 W. Cumberland	TYLER	TX	75703	12	$148.00	$1776.00
Rose Garden Center	420 Rose Park Drive	TYLER	TX	75702	12	$123.00	$1476.00
Rose Hill Cemetery/Mausoleum	2400 S. Donnybrook	TYLER	TX	75701	12	$32.00	$384.00
Senior Citizens Center	1915 Garden Valley	TYLER	TX	75702	12	$54.00	$648.00
Solid Waste - Admin. Bldg.	414 N. Bois D Arc	TYLER	TX	75702	12	$12.00	$144.00
Solid Waste - Meeting Room	414 N. Bois D Arc	TYLER	TX	75702	12	$12.00	$144.00
Southside WTP Admin Building	400 W. Cumberland	TYLER	TX	75703	12	$37.00	$444.00
Street Department Admin.	3305 Frankston Hwy.	TYLER	TX	75701	12	$27.00	$324.00
TDC	423 W Ferguson	TYLER	TX	75702	12	$74.00	$888.00
Traffic & Parks	406 W Oakwood	TYLER	TX	75702	12	$12.00	$144.00
Transit (Old Cotton Belt Depot)	210 N. Spring	TYLER	TX	75702	12	$32.00	$384.00
Vehicle Services	410 W. Oakwood	TYLER	TX	75702	12	$12.00	$144.00
Water Service Center / Meter Shop	2300 W.NW LOOP 323	TYLER	TX	75702	12	$17.00	$204.00
Water Utilities - Admin. Bldg.	511 W. LOCUST	TYLER	TX	75702	12	$74.00	$888.00
Westside Plant - Admin. Bldg.	14939 CR. 46	TYLER	TX	75704	12	$47.00	$564.00
Please note-This is a 1 year contract with five 1 year renewals.						**1 Year Total**	$45,954.00
Be sure the number in this total will be good for 5 consecutive years						**5 Year Total**	$229,770.00

BID SUMMARY

BASE BID TOTAL

Forty five thousand nine hundred fifty four Dollars
and Zero Cents

$45,954.00

ADD ALTERNATES TOTAL

N/A Dollars
and Cents

$

BASE BID TOTAL + ADD ALTERNATIVES = TOTAL BID

Forty five thousand nine hundred fifty four Dollars
and Zero Cents

$ 45,954.00

STATEMENT OF MATERIALS AND OTHER CHARGES

For purposes of complying with TEX. TAX CODE ANN. Title 2., Subtitle E., Chapter 151, Subchapter C. § 151.056; Subchapter H. § 151.301, § 151.309, § 151.311, the **CONTRACTOR** agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the **CONTRACTOR**.

Value of Materials Incorporated Into the Project:	$ 45,954.00
Value of All Other Charges:	$ included
*Total:	$ 45,954.00

* This statement may be submitted with ***Proposal*** and the total must agree with the **total bid** figure shown in the Bid Summary section above.

TEXAS FILTER SERVICE, LLC.
10276 ROBINSON DRIVE
TYLER, TX 75703
(903) 581-0830

8TH BANK
08-1249/1119

8063

7/24/2023

PAY TO THE ORDER OF .CITY OF TYLER $ **2,297.70

Two Thousand Two Hundred Ninety-Seven and 70/100********** DOLLARS

.CITY OF TYLER
304 N BORDER
TYLER, TX 75702
ATT: PURCHASING MANAGER

MEMO BID BOND # 25-051

AUTHORIZED SIGNATURE

Security Features Included Details on back.

⑈008063⑈ ⑆111912498⑆ ⑈1099957⑈

TEXAS FILTER SERVICE, LLC. 8063

.CITY OF TYLER		7/24/2023	
MISCELLANEOUS EXPENSE	BID BOND		2,297.70

23-051

CHECKING ORIGIN BID BOND # 25-051 2,297.70

Section 9 PAYMENT BOND ONLY

Check Here if this Section is NOT Used ☐

THE STATE OF TEXAS	§	**PAYMENT BOND**
	§	
	§	
	§	**PURSUANT TO**
	§	
	§	**CITY POLICY, AGREEMENT**
	§	**AND/OR**
COUNTY OF SMITH	§	**TEX. GOV'T CODE, TITLE 10, CHAPTER § 2253**

THAT, TEXAS FILTER SERVICE, LLC [*Contractor*], as **PRINCIPAL**, and PHILADELPHIA INDEMNITY INSURANCE CO. [*surety*], a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as **SURETY**, are held and firmly bound unto the City of Tyler (**CITY**), Texas in Smith County, as **OBLIGEE**, in the amount of FORTY FIVE THOUSAND NINE HUNDRED FIFTY FOUR DOLLARS [*insert figure using written words*], ($ 45,954.00) [*insert numerical figure*] payable to the City of Tyler, Texas for the payment of which, the said **PRINCIPAL** (Contractor) and **SURETY** bind themselves, and their heirs, administrators, executors, successors, legal representatives, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the **PRINCIPAL** (Contractor) has entered into a certain contract with the **OBLIGEE** (City), dated the 14 day of AUGUST, 2023 [*insert date from **Standard Form of Agreement***], for:

City of Tyler Bid Number	Enter COT bid number here 23-051
Project Name	Enter project name here CITY WIDE FILTER SERVICE

which contract is hereby referred to as the AGREEMENT and made a part hereof as fully and to the same extent as if copied at length herein;

WHEREAS, the payment bond guarantees the **OBLIGEE** (City) that subcontractors and suppliers will be paid monies that they are due from the **PRINCIPAL** (Contractor) and is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work, labor or material and in the amount of the contract;

WHEREAS, pursuant to TEX. GOV'T CODE ANN. § 2253.021, for contracts in excess of $25,000 a payment bond is required; however, pursuant to **CITY** Policy and the ***Standard Form of Agreement*** a payment bond shall be required for ALL projects regardless of value;

WHEREAS, the **PRINCIPAL** (Contractor), is required, pursuant to TEX. GOV'T CODE ANN. § 2253.021, and/or the ***Standard Form of Agreement,*** to execute the payment bond before commencing the Work.

NOW THEREFORE:

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said **PRINCIPAL** (Contractor) shall **pay** all claimants supplying the labor and material to him or a subcontractor in the prosecution of the Work provided for in said AGREEMENT, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of TEX. GOV'T CODE ANN. Chapter 2253 and all liabilities on this bond shall be determined in accordance with the provision, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the AGREEMENT, or to the Work performed hereunder, or the plans, specifications, or drawings accompanying the same, shall in anywise affect its obligation on this bond, and **SURETY** does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the AGREEMENT, or to the Work performed thereunder.

The undersigned **SURETY** company represents that it is duly qualified to do business in Texas and is registered by the State Board of Insurance to conduct business in the State of Texas, and acceptable according to the latest list of the companies holding Certificates of Authority from the Secretary of the Treasury of the United States and hereby designates Rondy Nutt [*insert Agent's name*], an agent in Smith County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship and to establish venue in Smith County, Texas.

IN WITNESS WHEREOF, the said **PRINCIPAL** (Contractor) and **SURETY** have signed and sealed this instrument this _____ day of _____, 20_____.

DATE OF BONDS MUST NOT BE PRIOR TO DATE ON *Standard Form of Agreement*

BOND NUMBER: _____

PRINCIPAL (Contractor)	**SURETY**
TEXAS FILTER SERVICE, LLC	
Printed Name of Principal	Printed Name of Surety
10276 ROBINSON DR	
TYLER, TX 75703	
Physical Address	Physical Address
SAME	
Mailing Address	Mailing Address
903-581-0830	
Telephone Number	Telephone Number
By:	**By:**
Signature	Signature
MANAGING MEMBER	
Title	Title
	SURETY'S SEAL:

***** NOTE *****

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

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

PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

Premium Based on Final Contract Price, Not Penal Sum
BOND # CE02761500007
Initial Premium: $ 1,379.00

Philadelphia Indemnity Insurance Company
Annually Renewable Performance Bond

KNOW ALL MEN BY THESE PRESENTS: Texas Filter Service (hereinafter called the Principal), and **Philadelphia Indemnity Insurance Company** (hereinafter called the Surety), are held and firmly bound unto City of Tyler (hereinafter called the Obligee), in the full and just sum of Forty-Five Thousand Nine Hundred Fifty-Four and 00/100 ($ 45,954.00), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated the 1st day of Sept., 2023 entered into a Contract with the Obligee for City Wide HVAC Filter Rep. and Maint. Services which contract is hereby referred to and made a part hereof.

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the performance of said Contract for a period of one (1) year.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH, that if the Principal shall well and truly perform each and every obligation in said Contract at the time and in the manner specified during the term of this bond, and shall reimburse said Obligee for any loss which said Obligee may sustain by reason of failure or default on the part of said Principal, than this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, That this bond is subject to the following conditions:

1. This bond is for the term beginning 9/1/2023 and ending 8/31/2024. The bond may be extended for additional terms at the option of the surety, by continuation certificate executed by the Surety. Neither non-renewal by the surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee recoverable under this bond.
2. Although the Surety waives notice of any reasonable modifications to the terms of the Contract, the Surety's obligations under this Performance Bond are expressly conditioned upon:
    a. The Obligee's compliance with the material terms of the Contract including, but not limited to, payment to the Principal as required by the Contract; and
    b. The Obligee's written notice to the Principal and the Surety that it is considering declaring a Contractor Default. Within 5 business days of the Surety's receipt of the written notice described in this Paragraph 2(b), the Surety, in its sole discretion, may request a conference among the Obligee, the Principal and the Surety to discuss the Principal's completion of the Construction Work, which conference shall be conducted within 10 business days of the Surety's request for said conference; and
    c. The Obligee's written notice to the Principal and the Surety of the Obligee's formal declaration of a Contractor Default and the termination of the Principal's right to complete the Construction Work, which formal declaration and termination shall not be made until 10 business days from the date of the Surety's receipt of the written notice required by Paragraph 2(b) or the date the conference described in Paragraph 2(b) of this Performance Bond occurs, whichever date last occurs; and
    d. The Obligee's written notice to the Principal and the Surety of the Obligee's agreement to pay the Contract Balance to the Surety (or at the Surety's direction to a contractor selected by the Surety to perform the Construction Work as set forth herein).

3. If there is no Obligee Default and when all of the conditions precedent set forth in Paragraph 1 of this Performance Bond have been satisfied, the Surety shall, within twenty-one (21) business days, provide written notice to the Obligee of the Surety's election of one (1) of the following options:
    a. Directing the Principal to complete the Construction Work with the Obligee's consent, which consent will not be unreasonably withheld; or
    b. Undertaking to complete the Construction Work itself or through others (including the Principal) upon entering into an acceptable completion agreement with the Obligee; or
    c. Arranging for a separate contract between the Obligee and a completion contractor, who is reasonably acceptable to the Obligee, for the completion of the Construction Work, which separate contract will be secured by a performance bond and a payment bond furnished by the completion contractor in favor of the Obligee and the Surety; or
    d. Waiving the Surety's right to direct, undertake, or arrange for the completion of the Construction Work and pay the Obligee the amount the Surety has determined it is liable to the Obligee under this Performance Bond; or
    e. Waiving the Surety's right to direct, undertake, or arrange for the completion of the Construction Work, and deny liability to the Obligee under this Performance Bond, and notifying the Obligee of the bases of the Surety's denial of liability.

4. If, but only if, each of the conditions precedent set forth in Paragraph 2 of this Performance Bond have been satisfied and the Surety fails to provide written notice to the Obligee of the Surety's election of one of the options set forth in Paragraph 2 within twenty-one (21) business days, the Surety shall be deemed to be in default under this Performance Bond if Surety fails

to elect an option under Paragraph 2 within seven (7) business days after receipt of an additional written notice from the Obligee to the Surety demanding that Surety perform its obligations under the Performance Bond, after which the Obligee may then exercise any right or remedy granted to it by the Contract.

5. If the Surety elects the option set forth in Paragraph 3(a) or set forth in Paragraph 3(b) of this Performance Bond, the Obligee shall pay the Contract Balance to the Surety at the times and in the manner that payments would have been owed to the Principal had no Contractor Default existed under the Contract, free from any reduction or offset on account of any obligation that is unrelated to the Contract. All amounts the Surety expends in excess of the Contract Balance paid to the Surety to complete the Construction Work shall reduce the Penal Sum. If Surety elects any of the options set forth in Paragraph 3(c), Paragraph 3(d), or Paragraph 3(e), the Surety's liability under this Performance Bond may not exceed the reasonable cost to complete the Construction Work minus the Contract Balance paid to the Surety or its completion contractor up to the Penal Sum of the Performance Bond.

6. Notwithstanding the option elected by the Surety under Paragraph 3 of this Performance Bond and/or the Surety's failure to make such an election, the Surety's aggregate liability is limited to and shall not exceed the Penal Sum under any circumstances. The Penal Sum may only be modified by means of a written rider to this Performance Bond executed by an authorized representative of the Surety.

7. Notwithstanding anything to the contrary in the Contract and this Performance Bond, Surety shall not be deemed in default under this Performance Bond, nor shall Surety be liable to Obligee for any form of damages for any delay in completing the work or because of any failure to perform this Contract under its terms if the delay or failure arises from: (1) causes beyond the control and without the fault or negligence of the Principal or Surety; (2) acts of God or of the public enemy, (3) acts of the Government in either its sovereign or contractual capacity, (4) fires, (5) floods, (6) pandemics/epidemics, (7) quarantine restrictions, (8) strikes, (9) freight embargoes, (10) unusually severe weather, or (11) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Principal and subcontractors or suppliers.

8. The Obligee is the only intended beneficiary of this Performance Bond. Any suit or action by Obligee relating to this Performance Bond shall be:
   a. Commenced or instituted in a court of competent jurisdiction in the location in which the Construction Work or a part of the Construction Work is situated;
   b. Commenced or instituted within one (1) year of the earlier of:
      i. the Principal's cessation of performing the Construction Work;
      ii. the substantial completion of the Construction Work; or
      iii. the Obligee's satisfaction of the conditions precedent set forth in Paragraph 1 of this Performance Bond;
   c. Commenced or instituted within the shortest period of limitation enforceable by sureties in the jurisdiction at issue if the limitation period set forth in Paragraph 8(b) is void or is otherwise in that jurisdiction.

9. Definitions:
   a. Contract Balance: The total amount payable by the Obligee to the Principal under the Contract after all proper adjustments are made, including any amounts received or to be received by the Obligee in settlement of insurance or other claims for damages to which the Principal is entitled, reduced by all valid and proper payments made to or on behalf of the Principal under the Contract.
   b. Contractor Default: The failure of the Principal, which has not been remedied or waived, to perform or otherwise comply with a material term of the Contract relative to the Construction Work.
   c. Obligee Default: The failure of the Obligee, which has not been remedied or waived, to comply with a material term of the Contract relative to the Construction Work.

Signed and sealed this 14 day of AUGUST 2023.

PRINCIPAL: TEXAS FILTER SERVICE, LLC

D P. Rob (seal)

MANAGING MEMBER

(Name & Title)

DAVID P. ROBINSON

SURETY:

~~Philadelphia~~ Indemnity Insurance Company (seal)

Kristin Darling, Attorney-in-Fact

PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

Premium Based on Final Contract Price, Not Penal Sum
BOND # CE02761500007
Initial Premium $ 1,379.00

Philadelphia Indemnity Insurance Company
Annually Renewable Payment Bond

KNOW ALL MEN BY THESE PRESENTS: That Texas Filter Service (hereinafter called the Principal), and Philadelphia Indemnity Insurance Company (hereinafter called the Surety), are held and firmly bound unto City of Tyler (hereinafter called the Obligee), in the full and just sum of Forty-Five Thousand Nine Hundred Fifty-Four and 00/100 Dollars ($ 45,954.00), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated the 1st day of September, 20 23 entered into a Contract with the Obligee for City Wide HVAC Filter Replacement and Maintenance Services which contract is hereby referred to and made a part hereof.

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the payment of labor and material of said Contract for a period of one (1) year.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH, that if the Principal shall pay for labor, materials and equipment furnished in said Contract at the time and in the manner specified during the term of this bond, and shall reimburse said Obligee for any loss which said Obligee may sustain by reason of failure or default on the part of said Principal, than this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, That this bond is subject to the following conditions:

1. This bond is for the term beginning 9/1/2023 and ending 8/31/2024. The bond may be extended for additional terms at the option of the surety, by continuation certificate executed by the Surety. Neither non-renewal by the surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee recoverable under this bond.
2. Although the Surety waives notice of any reasonable modifications to the terms of the Contract, the Surety's obligations to Claimants under this Payment Bond are expressly conditioned upon:
    a. Claimants, who do not have a direct contract with the Principal, having furnished a written notice of non-payment to the Principal, stating with substantial accuracy, the amount claimed and the name of the party to whom materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within sixty (60) days after having last performed or last furnished materials or equipment included in the Claim; and have sent a Claim to the Surety.
    b. Claimants who have a direct contract with the Principal having furnished a Claim to the Surety.
3. When a Claimant has satisfied the conditions of Paragraphs 2(a) or 2(b), whichever is applicable, the Surety shall take the following actions:
    a. Send an answer to the Claimant within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging the amounts that are disputed; and
    b. Pay or arrange for payment of any undisputed amounts.
    c. The Surety's failure to discharge its obligations under this Paragraph 2 shall not be deemed to constitute a waiver of defenses the Surety or Principal may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement.
4. The Surety's total obligation shall not exceed the amount of Penal Sum of this Payment Bond and the Penal Sum shall be credited for any payments made by the Surety under this Payment Bond. The Penal Sum may only be modified by a written rider to this Payment Bond executed by an authorized representative of the Surety.
5. Principal and Obligee agree that all funds earned by Principal in the performance of the Construction Work are dedicated to satisfy obligations of the Principal and Surety under this Payment Bond. The Surety shall not be liable to the Obligee, Claimants or others for obligations of the Principal that are unrelated to the Construction Work. The Obligee shall not be liable for payment of any costs or expenses of any Claimant under this Payment Bond and shall have no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Payment Bond
6. No suit or action shall be commenced under this Payment Bond by a Claimant other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Work is located or after the expiration of one (1) year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 2, or (2) on which the last labor or service was performed by Claimant or the last materials or equipment were furnished by Claimant, whichever of (1) or (2) first occurs.
7. Notice and Claims to the Surety or Principal shall be mailed or delivered to the addresses shown on the first page of this Payment Bond.
8. When this Payment Bond has been furnished to comply with a statutory requirement, any provision in this Payment Bond conflicting with said statutory requirement shall be deemed deleted here from and the provisions conforming to such statutory requirement shall be deemed incorporated herein. When so furnished, the intent of this Payment Bond shall be construed as a statutory bond, and not as a common law bond.
9. Definitions

a. Claim: A written statement by the Claimant including at a minimum:
   i. The name of the Claimant;
   ii. The name of the person or entity for whom labor was done or materials or equipment furnished;
   iii. A brief description of the labor, materials or equipment furnished;
   iv. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Work;
   v. The total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

b. Claimant: An individual or entity having a direct contract with the Principal or with a subcontractor of the Principal to furnish labor, materials or equipment for use in the performance of the Construction Work.

Signed and sealed this 14 day of AUGUST, 2023.

PRINCIPAL: TEXAS FILTER SERVICE, LLC

D.O.T.C (seal)

DAVID T. ROBINSON

(Name & Title) MANAGING MEMBER

SURETY:

Philadelphia Indemnity Insurance Company (seal)

Attorney-in-Fact, Kristin Darling

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Brannon Brooke, Cory Brooke, Byron R. Dudney, Stephen Smith, Kristin Darling, and Karen L. Baylor of Alliant Insurance Services, Inc.** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Scal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Montgomery County
My commission expires November 3, 2024
Commission number 1366394
Member, Pennsylvania Association of Notaries

Notary Public: Vanessa McKenzie

residing at: Bala Cynwyd, PA

My commission expires: November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 14 day of August, 2023

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

IMPORTANT NOTICE

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at:

1-877-438-7459

You may also write Philadelphia Indemnity Insurance Company at:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and Director of Surety

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.state.tx.us

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

ATTACH THIS NOTICE TO YOUR BOND: This notice is for information only and does not become a part or condition of the attached document.

ADVISO IMPORTANTE

Para obener informacion o para someter una queja: Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-877-438-7459

Usted tanbien puede escribir a Philadelphia Indemnity Insurance Company:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and Director of Surety

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departmento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarrse con el departamento (TDI).

UNA ESTE AVISO A SU FIANZA DE GARANTIA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

add schedules, property descriptions, and other documents to this Agreement as necessary and may sign a copy of this Agreement, or copy thereof, where required for filing as a Financing Statement or to otherwise perfect any interest granted herein.

14. Principal hereby irrevocably nominates and appoints the Surety and its designees as their attorney-in-fact with the right, power, and authority, but not the obligation, to exercise all of the rights and powers of the Principal assigned, transferred, and set over to the Surety in this Agreement. Surety may, in the name of the Principal, or any one or more of them, make, endorse, execute, sign, and deliver any and all additional or other instruments and writings, including, but not limited to, assignments, financing statements, documents, instruments, checks, drafts, deposit, ACH and wire transfer directives, change of address notices, liens and releases thereof, applications, certificates, draw requests, releases, and papers deemed necessary or desirable by Surety, and to collect the proceeds thereof.
15. As to any legal action related to this Agreement, Principal and Indemnitors consent to the jurisdiction of any court of competent jurisdiction, including the jurisdiction of any state or federal court where the Surety, Principal, or one or more of any of the Indemnitors is domiciled or doing business, at the sole discretion of the Surety. Principal and Indemnitors waive any right to trial by a jury for any tort or contract claims related to this Agreement and waive any claim or defense in any such action based on alleged lack of personal jurisdiction, improper venue, forum non conveniens or any similar basis.

Note: Indemnity is required of the entity AND all owners and spouses individually. First, provide the indemnity of the entity having an authorized officer sign and date below, listing his or her authorized title on behalf of the entity thereafter. Then, all owners and spouses must sign as individual personal indemnitors.

CORPORATE INDEMNITY

COMPANY NAME (print): TEXAS FILTER SERVICE, LLC Federal Tax ID: 75-2337387

Signature: D. P. R. (Person authorized to sign for the company)

Print name here: DAVID ROBINSON Title: MANAGING MEMBER

Date Signed: 08 / 02 / 2023

COMPANY NAME (print): Federal Tax ID:

Signature: (Person authorized to sign for the company)

Print name here: Title:

Date Signed: ___ / ___ / ___

PERSONAL INDEMNITY

Indemnitor Signature: D. P. R.

(Indemnitor) Print name here: DAVID ROBINSON

Date Signed: 08 / 02 / 2023

Cell Phone #: 903 -520 -4909

Email address: DROBINSON@TEXASFILTER.COM

Spouse Signature: Cindy Robinson

(Spouse) Print name here: CINDY ROBINSON

Date Signed: 08 / 02 / 2023

Cell Phone #: 903 - 520 - 6544

Email address: CINDY.ROBINSON0213@GMAIL.COM

Indemnitor Signature:

(Indemnitor) Print name here:

Date Signed: ___ / ___ / ___

Cell Phone #: ___ - ___ - ___

Email address:

Spouse Signature:

(Spouse) Print name here:

Date Signed: ___ / ___ / ___

Cell Phone #: ___ - ___ - ___

Email address:

Indemnitor Signature:

(Indemnitor) Print name here:

Date Signed: ___ / ___ / ___

Cell Phone #: ___ - ___ - ___

Email address:

Spouse Signature:

(Spouse) Print name here:

Date Signed: ___ / ___ / ___

Cell Phone #: ___ - ___ - ___

Email address:

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to elect an option under Paragraph 2 within seven (7) business days after receipt of an additional written notice from the Obligee to the Surety demanding that Surety perform its obligations under the Performance Bond, after which the Obligee may then exercise any right or remedy granted to it by the Contract.

Insurance And Indorsements

Section 10 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) ♦ CONTRACTOR'S 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.	♦ ☐ Check Here If Contract Includes Professional/Design Liability Exposures or If Coverage is otherwise required by a City Operational Department Not Less than: **$1,000,000** (1 million) Each Occurrence **$2,000,000** (2 million) General Aggregate Any Self-Insured-Retention or Deductible shall not exceed $25,000.
4) ♦ INLAND MARINE BUILDER'S RISK INSURANCE * Policy shall include (but not limited to) the following: a) Amended Policy period of no less than twenty-two (22) months or estimated project length whichever is longer.	♦ ☐ Check Here If Coverage is Required by a City Operational Department An amount at least equal to one-hundred percent (100%) of the projected completed value of the Work, as well as subsequent modifications of that sum due to Change Orders.
5) ♦ CONTRACTOR'S POLLUTION LIABILITY INSURANCE *	♦ ☐ Check Here If Coverage is Required by a City Operational Department Not Less than: **$1,000,000** (1 million) Each Occurrence **$2,000,000** (2 million) General Aggregate
6) 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.

INSURANCE COVERAGE REQUIRED * Endorsement Required	
TYPE	**AMOUNT**
7) **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 16.8 *General Conditions* 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.	General Liability [*See* Section 16.8.3] ☒ **Occurrence** Box is Checked ☒ **Per Project** Box is Checked for General Aggregate Limit.
4.	Automobile Liability [*See* Section 16.8.4] At a minimum each of the following boxes should be checked: ☒ Any Auto OR ☒ All Owned Autos, and ☒ Hired Autos, and ☒ Non-Owned Autos.
5.	Excess/Umbrella Liability [*See* Section 16.8.8] ☒ Occurrence Box is Checked
6.	Workers Compensation and Employers Liability [*See* Section 16.8.15] ☒ WC Statutory Limits Box is Checked
7.	Look at the "Description of Operations . . . Special Provisions" Box. [*See* Section 16.8.9] [*See also* Section 16.8.11] 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 General Liability and Auto and shall have a 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, 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 16.8] [*See* Section 16.8.9] City of Tyler P.O. Box 2039 Tyler, TX 75710

TEXAFIL-01 MSAWYER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/27/2023

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
Alliant Insurance Services, Inc.
1421 Hanz Dr
New Braunfels, TX 78130

CONTACT NAME: Marie Sawyer
PHONE (A/C, No, Ext): (903) 630-7234 FAX (A/C, No): (830) 387-7022
E-MAIL ADDRESS: marie.sawyer@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : FCCI Insurance Company	10178
INSURER B : National Trust Insurance Company	20141
INSURER C : Texas Mutual Insurance Company	22945
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Texas Filter Service, LLC
10276 Robinson Dr
Tyler, TX 75703

COVERAGES **CERTIFICATE NUMBER:** **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 PRO-JECT LOC OTHER:			CPP 100085575 00	7/1/2023	7/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBL	$ $ $ $ $ $ $	1,000,000 100,000 5,000 1,000,000 2,000,000 2,000,000 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			CA 100085576 00	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			UMB 100085577 00	7/1/2023	7/1/2024	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below			0001294703	7/1/2023	7/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The general liability policy includes a blanket automatic additional insured endorsement that provides additional insured status for On-Going operations and Products Completed Operations with Primary and Non-Contributory Wording to the certificate holder only when there is a written contract. The Automobile policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract. The Automobile policy includes blanket Primary and Non-Contributory wording to the certificate holder when required by written contract. The General Liability, Commercial Automobile and Workers' Compensation policies include a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract. The umbrella policy follows form of the underlying policies. All policies have 30 Day Notice of Cancellation is provided when required by written contract except in the event of cancellation except for non-payment of premium which is 10 Days.

CERTIFICATE HOLDER

City of Tyler
Attn: Gary L Smith
423 W Fergusion
Tyler, TX 75702

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
Rowdy Tuttle

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONTRACT OR AGREEMENT – ONGOING OPERATIONS AND PRODUCTS-COMPLETED OPERATIONS (TEXAS LIMITED SOLE NEGLIGENCE)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons or Organizations
(As required by written contract or agreement per Paragraph A. below.)

Locations of Covered Operations
(As per the written contract or agreement, provided the location is within the "coverage territory".)

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

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and
3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured; or

c. "Your work" performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.

With respect to liability of the additional insured for "bodily injury" of an employee or agent of a named insured or the employee of a named insured's subcontractor, coverage shall apply for the partial or sole negligence of the additional insured, but only if such coverage is specifically required in the written contract or agreement.

However, the insurance afforded to such additional insured(s) described above:

a. Only applies to the extent permitted by law;

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;

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Insured Copy

c. Will not be broader than that which is afforded to you under this policy; and

d. Nothing herein shall extend the term of this policy.

B. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of 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; or
2. Supervisory, inspection, architectural or engineering activities.

C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

E. **Section IV – Commercial General Liability Conditions** is amended as follows:

The Duties In The Event of Occurrence, Offense, Claim or Suit condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and
3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph C. above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the Commercial General Liability Coverage Form.

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Certificate of Interested Parties

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:
2023-1047710

Date Filed:
07/18/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Texas Filter Servcie, 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.
Bid # 23-051
City Wide HVAC Filter Servcie

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
NA	NA	NA	

5 Check only if there is NO Interested Party. ☒ NA

6 UNSWORN DECLARATION

My name is DAVID ROBINSON, and my date of birth is 04-16-1962.

My address is 10276 ROBINSON DR (street), TYLER (city), TX (state), 75703 (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 18 day of July (month), 2023 (year).

ERIC W. PROFFER
Notary Public, State of Texas
Comm. Expires 04-22-2024
Notary ID 132446922

Signature of authorized agent of contracting business entity
(Declarant)

This Form shall be filled-out and attached to all Electronic Work Item submissions made to LegalDesk@tylertexas.com or Hard-Copy mail deliveries.

RECEIVED

AUG 16 2023

CITY ATTORNEY'S OFFICE
City of Tyler

ELECTRONIC & HARD-COPY DOCUMENT ROUTING FORM
(REQUEST FOR LEGAL REVIEW)

☐ URGENT – HIGH PRIORITY [Check this box *only if* this item needs same-day review]

DOCUMENT Name of Work Item - Description or Type of Documents Attached	Date Item is Due	Number of Copies (Hard-Copy)	LegalDesk Ticket ID [Office Use - to be assigned]
Contract-Texas Filter (City Wide HVAC Filter Maintenance)	ASAP	1	5813

* The person listed in this box will be the "Owner/Contact Person" listed on the Ticket. That person may view the Ticket by using the Client Web Page located at: Double Click the Ticket Tracker Icon on Desktop, or Go to: http://support.cityoftyler.net

* FROM: Name / Title	Originating Department	Date Submitted to Legal	Comments
Gary L. Smith	Facilities Services	08-15-2019 23	None

ROUTE
Don't forget that Department Leader and Key Leader Approval must be obtained before the Legal Department will accept your Work Item.

	Name / Title	Department	Action Needed	Date Completed	Initials	Comments	Office Use
1	Stephanie Franklin	Executive Director	Approval for Legal Review	8/16/23			
2	APRIL EARLEY	Legal	Legal Review	8-23-23			
3	Edward Broussard CM	CMO	Signature	08/25/23			
4	Gary L. Smith	Facilities Services	Manage Project				
5							

This Form shall be filled-out and attached to all Electronic Work Item submissions made to LegalDesk@tylertexas.com or Hard-Copy mail deliveries.

EXPLANATION OF WORK ITEM				
1.0	**ITEM REFERENCES** Has a similar work item previously been approved by the City Attorney's Office? *[e.g. a contract with the same vendor from a previous year]*		[X] YES Go next to Line 1.1	NO Skip to Line 1.2
1.1	Attach a copy of the similar **executed (signed) document** previously approved by Legal and an **electronic Word version** if applicable. If the previous/similar document was also approved by City Council attach the Council Communication (entire packet with attachments).			
1.2	Has this work item already been approved by the City Council?		[X] YES Go next to Line 1.3	NO Skip to Line 2
1.3	Agenda Item: C-A-9	Date of Approval: 08-08-2018		
	Action Needed: Attach a copy of the current approved Council Communication (entire packet with attachments).			
2	**EXPLANATION** Give a complete explanation of the item you are sending including the background regarding the project:			
	CONTRACT WITH TEXAS FILTER FOR CITY WIDE FILTER SERVICE AND MAINTENACE			
3	**EXPLAIN HOW THE CITY ATTORNEY'S OFFICE CAN ASSIST YOU** For Example: Are you requesting a document be created? Are you requesting a document be reviewed? Do you need specific questions answered? Do you need general advice?, etc.			
	LEGAL REVIEW FOR CITY MANAGERS SIGNITURE			
4	**DATES AND TIMES** Please list ALL deadline dates and times associated with this item	Need ASAP.		
	Deadline Date & Time for Public Notice: (e.g. 72 Hours in advance of Meeting)	Board or City Council Meeting Date:	Other Special Notes:	
	N/A			
5	**PRIORITY** If your Work Item is a **high priority** item the following **Action is Needed**: (1) Check the box on Page 1 of this Form, and (2) Please call a member of the Legal Support Staff at 903.531.1161 to alert the City Attorney's Office that your ticket needs immediate or special attention.			
6	**ADD THE FOLLOWING ATTACHMENTS TO THE E-MAIL AND/OR INTEROFFICE MAIL:**			
	[X] This Routing Form [X] City Council Communications [X] Contract(s) [ ] "Known" Governing Authority, Regulations & Laws including City Code [ ] Agenda [ ] Gathering Notice [ ] Other			

Addendum 1

CITY OF TYLER
SERVICES AGREEMENT
TEXAS FILTER SERVICE
(CITY WIDE FILTER SERVICE)
Dated September 1, 2023

Between City of Tyler and Texas Filter Service
Beginning: **June 1, 2024**
City of Tyler Facilities Services Administrator Requests the Addition of the following Facilitiy:

Mayfair Building
415 Fair Park Drive
Tyler, TX. 75702
12 Filter Changes per year @
$80/Month = $960/Year

Original Contract Total:
$45,954.00/year for duration of contract and all renewals
Contract total with adjustments for addendum 1:

Year 1 (2023-24) = $240 (3 Months) = $46,194.00
Years (2024-2028) through all renewals = $46,914.00/year

Total Additional Contract amount with all renewals per this addendum = $4,080.00
Total contract amount with all renewals per this addendum will increase from $229,770.00 to $233,850.00 over the Life of the contract.

This amount shall hereafter be divided into monthly payments of:
$3909.50

By this addendum the address listed for the Brookshire's Conference Center in the Filter Change Location section of this document shall be changed from 2000 W, Gentry Parkway to 2000 W. Front St.

All other provisions of the original City of Tyler service agreement dated September 1, 2023, with Texas Filter Services for City Wide Filter Maintenance and Replacment, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement this the 21st day of June, 20 24.

CITY OF TYLER, TEXAS

BY: Edward Broussard
Edward Broussard, City Manager

CONTRACTOR:

BY:

Approved:

By: Alisha L. Bucknor
APPROVED:

BY:
City Attorney's Office

§

THE STATE OF TEXAS

§ **CONTRACTOR'S ACKNOWLEDGEMENT**

COUNTY OF SMITH §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared DAVE Robinson, who is known to me, or who was proved to me through Personally Known [*description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person*]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 19 day of June, 20 24.

Nita Harper
Notary Public In and For The State of Texas

NITA HARPER
My Notary ID # 11867296
Expires February 8, 2028

NITA HARPER
Notary's Printed Name

My Commission Expires: 02-08-28

This Form shall be filled-out and attached to all Electronic Work Item submissions made to LegalDesk@tylertexas.com or Hard-Copy mail deliveries.

RECEIVED

JUN 11 2024

CITY ATTORNEY'S OFFICE
City of Tyler

ELECTRONIC & HARD-COPY DOCUMENT ROUTING FORM (REQUEST FOR LEGAL REVIEW)





☐ **URGENT – HIGH PRIORITY** [Check this box *only if* this item needs same-day review]

DOCUMENT **Name of Work Item - Description or Type of Documents Attached**	**Date Item is Due**	**Number of Copies (Hard-Copy)**	**LegalDesk Ticket ID [Office Use - to be assigned]**
Addenda-2024 City Wide HVAC Filter Replacement	**ASAP**	**1**	7838

*** The person listed in this box will be the "Owner/Contact Person" listed on the Ticket. That person may view the Ticket by using the Client Web Page located at: Double Click the Ticket Tracker Icon on Desktop, or Go to: http://support.cityoftyler.net**

*** FROM: Name / Title**	**Originating Department**	**Date Submitted to Legal**	**Comments**
Gary L. Smith	**Facilities Services**	**06-04-2024**	**None**

ROUTE
Don't forget that Department Leader and Key Leader Approval must be obtained before the Legal Department will accept your Work Item.

	Name / Title	Department	Action Needed	Date Completed	Initials	Comments	Office Use
1	Stephanie Franklin	Key Leader	Approval for Legal Review	6-5-24			
2	~~Legal Desk~~ STEVE KEAN	Legal	Legal Review	6-20-24	[illegible]	WILL TAKE TO COUNCIL AS A RATIFY STAFF ACTION	
3	Edward Broussard CM	CMO	Signature	06/21/24	EB		
4	Gary L. Smith	Facilities Services	Manage Project				
5							

This Form shall be filled-out and attached to all Electronic Work Item submissions made to LegalDesk@tylertexas.com or Hard-Copy mail deliveries.

EXPLANATION OF WORK ITEM				
1.0	**ITEM REFERENCES** Has a similar work item previously been approved by the City Attorney's Office? *[e.g. a contract with the same vendor from a previous year]*		X YES Go next to Line 1.1	☐ NO Skip to Line 1.2
1.1	Attach a copy of the similar **executed (signed) document** previously approved by Legal and an **electronic Word version** if applicable. If the previous/similar document was also approved by City Council attach the Council Communication (entire packet with attachments).			
1.2	Has this work item already been approved by the City Council? **No Council Approval Needed**		X YES Go next to Line 1.3	☐ NO Skip to Line 2
1.3	Agenda Item: C-A-3	Date of Approval: 08-09-2023		
	Action Needed: Attach a copy of the current approved Council Communication (entire packet with attachments).			
2	**EXPLANATION** Give a complete explanation of the item you are sending including the background regarding the project:			
	ADDENDA TO CONTRACT WITH TEXAS FILTER SERVICE FOR CITY WIDE HVAC FILTER CHANGES			
3	**EXPLAIN HOW THE CITY ATTORNEY'S OFFICE CAN ASSIST YOU** For Example: Are you requesting a document be created? Are you requesting a document be reviewed? Do you need specific questions answered? Do you need general advice?, etc.			
	LEGAL REVIEW FOR CITY MANAGERS SIGNITURE			
4	**DATES AND TIMES** Please list ALL deadline dates and times associated with this item	Need ASAP.		
	Deadline Date & Time for Public Notice: (e.g. 72 Hours in advance of Meeting)	Board or City Council Meeting Date:	Other Special Notes:	
	N/A			
5	**PRIORITY** If your Work Item is a **high priority** item the following **Action is Needed**: (1) Check the box on Page 1 of this Form, and (2) Please call a member of the Legal Support Staff at 903.531.1161 to alert the City Attorney's Office that your ticket needs immediate or special attention.			
6	**ADD THE FOLLOWING ATTACHMENTS TO THE E-MAIL AND/OR INTEROFFICE MAIL:**			
	☒ This Routing Form ☐ City Council Communications ☒ Contract(s) (Copy) ☐ "Known" Governing Authority, Regulations & Laws including City Code ☐ Agenda ☐ Gathering Notice ☒ Addendum			

Addendum 2

CITY OF TYLER
SERVICES AGREEMENT
TEXAS FILTER SERVICE
(CITY WIDE FILTER SERVICE)
Dated September 1, 2023

Between City of Tyler and Texas Filter Service
Beginning: **January 1, 2026**
City of Tyler Facilities Services Administrator Requests the Addition of the following facility:

Vehicle Services
410 W. Oakwood (4 Bays)
408 W. Oakwood (2 Bays)
TYLER TX 75702
12 Filter Changes per year @
$97/Month = $1164/Year

Original Contract Total:
$45,954.00/year for duration of contract and all renewals
Contract total with adjustments for addendum 1 and 2:
$3492.00 over the 3 years remaining on the contract

Total Additional Contract amount with all renewals per this addendum = $4,080.00
Total contract amount with all renewals per this addendum will increase from $233,850.00 to $237,342.00 over the Life of the contract.

This amount shall hereafter be divided into 12 monthly payments of:
$4006.50

All other provisions of the original City of Tyler service agreement dated September 1, 2023, with Texas Filter Services for City Wide Filter Maintenance and Replacment, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement this the 12th day of January, 2026.

CITY OF TYLER, TEXAS

BY: Edward Broussard

Edward Broussard, City Manager

CONTRACTOR:

BY:

Ricky Proffer

Approved:

By: Steven M. Kean

APPROVED:

BY: Steven M. Kean

City Attorney's Office

§

THE STATE OF TEXAS

§ **CONTRACTOR'S ACKNOWLEDGEMENT**

COUNTY OF SMITH §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, who is known to me, or who was proved to me through _____ [*description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person*]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 8 day of January, 20 26.

Nita Harper
Notary Public In and For The State of Texas

NITA HARPER
Notary's Printed Name

My Commission Expires: FEB 08, 2028

NITA HARPER
My Notary ID # 11867296
Expires February 8, 2028

This Form shall be filled-out and attached to all Electronic Work Item submissions made to LegalDesk@tylertexas.com or Hard-Copy mail deliveries.

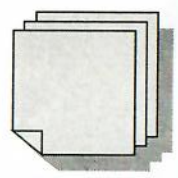
RECEIVED

JAN - 8 2026

CITY ATTORNEY'S OFFICE
City of Tyler

ELECTRONIC & HARD-COPY DOCUMENT ROUTING FORM
(REQUEST FOR LEGAL REVIEW)





☐ URGENT – HIGH PRIORITY [Check this box *only if* this item needs same-day review]

DOCUMENT Name of Work Item - Description or Type of Documents Attached	Date Item is Due	Number of Copies (Hard-Copy)	LegalDesk Ticket ID [Office Use - to be assigned]
Addenda-2023 City Wide HVAC Filter Replacement ADDENDUM 2	ASAP	1	LD # 13861

* The person listed in this box will be the "Owner/Contact Person" listed on the Ticket. That person may view the Ticket by using the Client Web Page located at: Double Click the Ticket Tracker Icon on Desktop, or Go to: http://support.cityoftyler.net			
* FROM: Name / Title	Originating Department	Date Submitted to Legal	Comments
Gary L. Smith	Facilities Services	01-07-2026	None

ROUTE
Don't forget that Department Leader and Key Leader Approval must be obtained before the Legal Department will accept your Work Item.

	Name / Title	Department	Action Needed	Date Completed	Initials	Comments	Office Use
1	~~Legal Desk~~ STEVE KEAN	Legal	Legal Review	1/12/26	S.M.K.	To Be Ratified by City Council.	
2	Edward Broussard CM	CMO	Signature	01/12/26	EB		
3	Gary L. Smith	Facilities Services	Manage Project				
4							
5							

01/18/11 ** Form 1-42**

This Form shall be filled-out and attached to all Electronic Work Item submissions made to LegalDesk@tylertexas.com or Hard-Copy mail deliveries.

EXPLANATION OF WORK ITEM				
1.0	**ITEM REFERENCES** Has a similar work item previously been approved by the City Attorney's Office? *[e.g. a contract with the same vendor from a previous year]*		X YES Go next to Line 1.1	☐ NO Skip to Line 1.2
1.1	Attach a copy of the similar **executed (signed) document** previously approved by Legal and an **electronic Word version** if applicable. If the previous/similar document was also approved by City Council attach the Council Communication (entire packet with attachments).			
1.2	Has this work item already been approved by the City Council? **No Council Approval Needed**		X YES Go next to Line 1.3	☐ NO Skip to Line 2
1.3	Agenda Item: C-A-3	Date of Approval: 08-09-2023		
	Action Needed: Attach a copy of the current approved Council Communication (entire packet with attachments).			
2	**EXPLANATION** Give a complete explanation of the item you are sending including the background regarding the project:			
	ADDENDA TO CONTRACT WITH TEXAS FILTER SERVICE FOR CITY WIDE HVAC FILTER CHANGES FOR EQUIPMNET AT VES			
3	**EXPLAIN HOW THE CITY ATTORNEY'S OFFICE CAN ASSIST YOU** For Example: Are you requesting a document be created? Are you requesting a document be reviewed? Do you need specific questions answered? Do you need general advice?, etc.			
	LEGAL REVIEW FOR CITY MANAGERS SIGNITURE			
4	**DATES AND TIMES** Please list ALL deadline dates and times associated with this item	Need ASAP.		
	Deadline Date & Time for Public Notice: (e.g. 72 Hours in advance of Meeting)	Board or City Council Meeting Date:	Other Special Notes:	
	N/A			
5	**PRIORITY** If your Work Item is a **high priority** item the following **Action is Needed**: (1) Check the box on Page 1 of this Form, and (2) Please call a member of the Legal Support Staff at 903.531.1161 to alert the City Attorney's Office that your ticket needs immediate or special attention.			
6	**ADD THE FOLLOWING ATTACHMENTS TO THE E-MAIL AND/OR INTEROFFICE MAIL:**			
	☒ This Routing Form ☐ City Council Communications ☒ Contract(s) (Copy) ☐ "Known" Governing Authority, Regulations & Laws including City Code ☐ Agenda ☐ Gathering Notice ☒ Addendum			

Purchasing Department
Bid "As Read Results"

City of Tyler Bid No. / Description: 23-051 City Wide HVAC Filter Service, Facility Services / G. Smith

Date Opened: July 25, 2023

	Vendor	Vendor	Vendor	Vendor	Vendor
	Texas Filter Service LLC				
Unit Cost					
Total					
Bid Bond	Cashier's Check				
Addenda					
Base Bid	45,994.00				
Alternate 1					
Alternate 2					
Alternate 3					
Base Bid + Alternates					

Purchasing Personnel in attendance:

Sherry Pettit, Purchasing Manager

Signature: Sherry Pettit

Gary Durham or Gina Elzea, Purchasing Agent

Signature:

NOTICE TO BIDDERS

Sealed bids addressed to the City of Tyler, Texas will be received in the Purchasing Office, 304 North Border, Tyler, Texas 75702, to Attention: Purchasing Manager, until **2:00 p.m. on Tuesday July 25, 2023** and will be opened immediately afterwards in the City Council Chambers, 212 North Border, City Hall, 2nd Floor.

Sealed bids will be for furnishing all necessary materials, equipment, superintendence and labor for construction of the following improvement for the City of Tyler, Texas:

City of Tyler Bid Number: **23-051**
Project Name: **City Wide HVAC Filter Service**

The project includes: **provide all city wide filter service maintenance and replacement.**

Forms of proposal, contracts, bonds, insurance, plans and specifications may be obtained electronically at no charge from the offices of City of Tyler Facilities Services, 408 W. Oakwood, Tyler TX 75702

A **Pre-Bid** Conference will be held on **Tuesday, July 18, 2023 at 2:00pm at the Facilities Services offices at 408 W. Oakwood, Tyler TX. 75702 .** Questions concerning this project shall be directed to Gary L. Smith/Facilities Services PH: 903-520-3166 or Email gsmith@tylertexas.com. Due to project design and specifications this pre-bid is mandatory.

Please Note: In accordance with House Bill 1295, for certain contracts entered into on or after January 1, 2016, the successful bidder must submit a Certificate of Interested Parties (Form 1295) at the time the signed contract is submitted to the City. See Section 19, "Certificates of Interested Parties".

City of Tyler
Edward Broussard, City Manager

Publish: Tyler Morning Telegraph, Tyler, Texas

PUBLICATION DATES:

First Publication – Friday July 7, 2023
Second Publication – Friday July 14, 2023

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-3

Date: January 28, 2026

Subject: Request that the City Council consider declaring Lot 23 Block: 1 surplus property and authorize the City Manager to dispose of this property.

Item Reference:

The vacant property was intended to serve as ROW for the Grande Blvd expansion. This lot creates expenses for the city and has no strategic value for any city department. Staff recommends that the City dispose of this property and place it back on the property tax roll.

RECOMMENDATION:

Recommend that the City Council declare Lot 23 Block: 1 surplus property and authorize the City Manager to dispose of this property.

Attachments:
1421 E Grande Blvd map.pdf

Drafted/Recommended By:
Department Leader Lance Yarema, GIS Coordinator

Edited/Submitted By:
City Manager



Spatial References
Name: NAD 1983 StatePlane Texas North Central FIPS 4202 Feet

12/17/2025

City of Tyler

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(903) 531-1212

1 inch equals 60 feet

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Proposed Surplus Property Declaratic