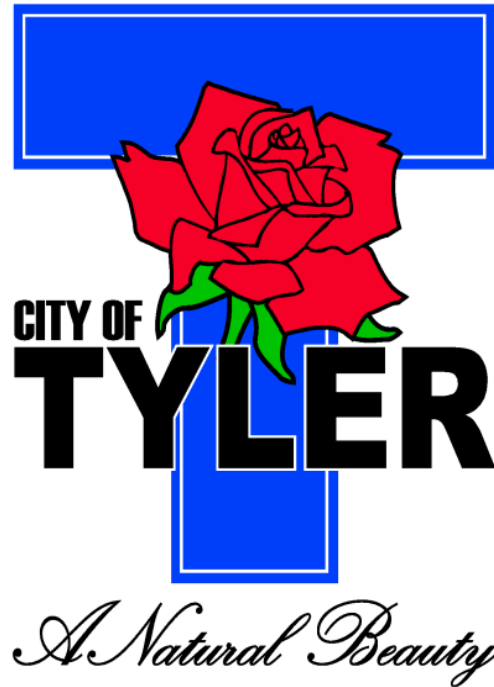


CITY COUNCIL AGENDA



Wednesday, September 11, 2024
9:00 am



CITY COUNCIL

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



CITY COUNCIL MEETING AGENDA

CITY COUNCIL CHAMBERS - CITY HALL

City Hall, City Council Chambers

212 N. Bonner Avenue, 2nd Floor

Tyler, Texas

Follow us on Facebook Live at:

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Wednesday, September 11, 2024

9:00 am

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

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

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

AMERICANS WITH DISABILITIES ACT NOTICE

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

COURTESY RULES

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

INVOCATION

PLEDGE OF ALLEGIANCE

MINUTES

Request that the City Council consider approving the minutes of the July 17th Special Called meeting and the July 24, 2024, Regular Called meeting of the City Council of the City of Tyler, Texas.

RESOLUTION

- R-1** Request that the City Council consider adopting a Resolution authorizing eminent domain proceedings for the acquisition of an easement interest across the property owned by Heritage Property Development, LLC, providing the necessity and public purpose for sanitary sewer system upgrades near Front Street as part of the Consent Decree Program.

ORDINANCE

- O-1** Request that the City Council consider conducting a public hearing, adopting the Fiscal Year 2024-2025 proposed budget by roll-call vote, and consider authorizing the City Manager to execute the outside agency contracts for Fiscal Year 2024-2025.
- O-2** Request that the City Council consider conducting a public hearing, adopting an Ordinance setting the property tax rate for Fiscal Year 2024-2025 at \$.240085 per \$100 valuation by roll-call vote.
- O-3** Request that the City Council consider conducting a public hearing and consider adopting an Ordinance amending and updating fees and other applicable adjustments to Tyler City Code Chapter 6 relating to Buildings and Structures, Chapter 8 relating to Parks, Chapter 10 related to the Tyler Unified Development Code, Chapter 16 relating to Solid Waste Disposal Regulations, and Chapter 19 relating to Water and Sewer.

MISCELLANEOUS

- M-1** Request that the City Council consider authorizing the City Manager to execute a construction contract in the amount \$14,771,658.00 with Gracon Construction, Inc., for the Southside Wastewater Treatment Plant Aeration Basin and Final Clarifier Improvements Project and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.
- M-2** Request that City Council consider authorizing the City Manager to execute a professional services contract in the amount of \$49,850.00, with HDR, Inc., for the Tyler Water Utilities Capital Improvements Plan Prioritization Project.

BOARD APPOINTMENTS

- B-1** Request that the City Council consider recommendations for appointment and re-appointment of members to the various City Boards.

CONSENT

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

- C-A-1** Request that the City Council consider authorizing the City Manager to approve the reconciliation change order increasing the approved contract amount by \$110,671.00, from \$873,961.00 to \$984,632.01, and release the final invoice of \$10,878.86 and the retainage in the amount of \$49,231.60 to Crown Civil Construction Corp., for the 2023 Brick Streets Repairs Project.
- C-A-2** Request that the City Council consider authorizing the City Manager to execute a contract with Jennings Architects for the design, construction administration, and observation of the new Police Department Training Center in the amount of \$82,000.
- C-A-3** Request that the City Council consider authorizing the City Manager to apply for and accept Smith County 9-1-1 District participation funding for facility and equipment upgrades for the Tyler Police Department and Tyler Fire Department, in the amount of \$49,511.92.
- C-A-4** Request that the City Council consider authorizing the City Manager to approve the partial release of water and sanitary sewer easement across Old Jacksonville Highway on Lot 1-D, NCB 1570-Q that has been verified as no longer needed.
- C-A-5** Request that the City Council consider reviewing and approving the Smith County 911 District Budget for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025.
- C-A-6** Request that the City Council consider adopting an Ordinance approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division, regarding the Company's 2024 rate review mechanism ("RRM") filing.

CITY MANAGER'S REPORT

ADJOURNMENT

**MINUTES OF THE SPECIAL CALLED MEETING OF
THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS
July 17, 2024**

A special called meeting of the City Council of the City of Tyler, Texas, was held Wednesday, July 17, 2024 at 9:00 a.m. in the City Council Chambers, 2nd floor of City Hall, Tyler, Texas, with the following present:

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

City Manager: Edward Broussard (absent)
Deputy City Manager: Stephanie Franklin
Asst. City Manager: Heather Nick
City Attorney: Deborah G. Pullum
City Fire Chief: David Coble
Police Chief: Jimmy Toler
Strategic Planner: Blake Cathey
City Clerk: Cassandra Brager

INVOCATION

The Invocation was given by Mayor Warren.

MISCELLANEOUS

M-1 Request that the City Council consider authorizing the City Manager to sign the Chapter 380 Economic Development Incentive Agreement between the City of Tyler and Bass Pro Outdoor World, LLC for rehabilitation of the Gander Mountain location at the Cumberland Village Outlet, Tyler, Texas.

City Attorney Deborah Pullum- Stated that the City Manager in the past has had negotiations with the Bass Pro Shop here in Tyler, regarding the location out at Cumberland Villages, Gander Mountains. From those negotiations, we are now ready to put before you all for approval a 380 Chapter Economic Development Incentives Contract. Some of the major terms and requirements of the contract, is a commitment of the City to provide a portion of its sales tax revenue, which would be just half a penny. For a reimbursement capped at 1.5 million, the contract term is for seven years, and it is based on Bass Pro Shop obtaining \$22 million in sales every year with a 2% increase in those sales. Also, a part of that agreement is that the City of Tyler will provide up to \$1.7 million to extend Settlers Landing Drive. And finally, the possibility of renaming Settlers Landing to Bass Pro Way, the City will make all efforts and assist the Bass Pro Shop in those renaming efforts, application and public hearing, as well as working with them with TxDOT to try to keep the left turn lane. Those are the major points that are included in the 380 agreement, and so we are here today to ask for your approval of that Economic Development package.

Mayor Warren – Stated that he does not have any questions, but he wanted to just be real clear about a couple of things. With the 50% of the city's penny, there's one and a half cent in

sales tax. So, Bass Pro Shop will get a half of one penny, and the City will still get one half cent from that one penny, plus the one half cent that will go into the Half Cent Sales Tax Fund. So, I think I got that right, right? One half of one penny that will go to them. We'll get the other half of the one penny, plus the Half Cent Sales Tax.

Deputy City Manager, Stephanie Franklin – Stated half of that.

Mayor Warren – Stated we get 100% of the half cent sales tax. The half cent that goes into the Half Cent Fund.

Deputy City Manager, Stephanie Franklin- Stated that the City gets half of the penny. They get the other half. The other half of the penny goes into the Half Cent Sales tax fund.

Mayor Warren- Stated that there's a total of one and a half cents that goes into sales tax. There's a penny that goes into the general fund. There's a half cent that goes into the Half Cent fund. The only thing we're giving up is the half cent of the general fund.

Assistant City Manager, Heather Nick – Stated that maybe I can clarify. So, it's really just a, kind of a three-way split. Bass Pro gets half a penny. The general fund gets half a penny, and then our Half Cent Sales Tax gets half a penny.

Mayor Warren- Stated, correct.

Assistant City Manager Heather Nick- Stated I think that's exactly what you were saying.

Councilmember Wynne-Stated that the Bass Pro Shop is capped at 1.5 million.

Deputy City Manager Stephanie Franklin- Stated, right.

Councilmember Wynne- Asked which department will they submit their sales information to so that we see that they're hitting their sales tax number.

Deputy City Manager Stephanie Franklin – Stated that we get that information from the State.

Councilmember Wynne- Stated, “Okay.”

Deputy City Manager Stephanie Franklin- Stated that goes through Kiedric, the Chief Financial Officer. They review it, and then it's reimbursed after that point.

Mayor Warren – Stated that the 1.7 million for Settlers Landing, which will be renamed, hopefully. You know, it's more than just Settlers Landing. It's part of a long-term plan. We think of Settlers Landing being extended over to Centennial, and Centennial being expanded all the way over to Paluxy. So, this is really part of a long-term plan to help get traffic off of Broadway. So, it's not just an incentive.

Councilmember Wynne- Stated at the end of the day, it'll be a benefit for all. It'll relieve some traffic.

Councilmember Curtis – Asked a question. So, the base is \$22 million and 2 percent growth on that. So, the structure is there, and this is what they have to hit. So, they could meet the goal one year, not meet the next, meet the goal, make, you know.

Deputy City Manager, Stephanie Franklin – Stated, right. Or they could exceed it in consecutive days.

Councilmember Curtis- Stated, yeah, exceeding it doesn't matter.

Deputy City Manager, Stephanie Franklin – Stated Up to \$1.5 million.

Councilmember Curtis – Stated, Okay.

Mayor Warren – Stated, all right. Any other questions? I'll entertain a motion.

Motion by Mayor Pro Tem Hene to adopt the request and authorize the City Manager to sign the Chapter 380 Agreement; seconded by Councilmember Curtis; motion carried 6 - 0 & approved as presented.

ADJOURNMENT

Motion by Councilmember Wynne to adjourn the meeting at 9:07 a.m; seconded by Councilmember Curtis; motion carried 6 - 0 & meeting adjourned.

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

A T T E S T:

CASSANDRA BRAGER, CITY CLERK

**MINUTES OF THE REGULAR CALLED MEETING OF
THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS
July 24, 2024**

A regular called meeting of the City Council of the City of Tyler, Texas, was held Wednesday, July 24, 2024 at 9:00 a.m. in the City Council Chambers, 2nd floor of City Hall, Tyler, Texas, with the following present:

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

City Manager: Edward Broussard
Deputy City Manager: Stephanie Franklin
Asst. City Manager: Heather Nick
City Attorney: Deborah G. Pullum
Deputy City Attorney: Steve Kean
Senior Asst. City Attorney: April Earley
Director of Organizational Development: Regina Y. Moss
Planning Director: Kyle Kingma
Chief Financial Officer: Keidric Trimble
Chief Information Officer: Benny Yazdanpanahi
City Librarian: Ashley Taylor
City Engineer: Darin Jennings
Director of Utilities: Kate Dietz
Director of Parks & Recreation: Leanne Robinette
Strategic Planner: Blake Cathey
City Clerk: Cassandra Brager

INVOCATION

The Invocation was given by Councilmember McKellar.

MINUTES

Motion by Councilmember Curtis to approve the June 12, 2024 minutes; seconded by Councilmember McKellar; motion carried 5 - 0 & approved as presented.

AWARDS

Request that the City Council consider recognizing the following employees for their years of service and commitment to the City of Tyler. They represent 75 years of service with the City of Tyler.

Juan Landeros, Crew Leader, 35 years of service
Robert Holcomb, Police Officer XI, 20 years of service
Noe Balderas, Police Sergeant IV, 20 years of service

ZONING

Z-1 ZA24-001 UDC BIENNIAL REVIEW

Request that the City Council consider approving an Ordinance amending the Unified Development Code in Tyler City Code Chapter 10 by amending the land use table related to miniature golf and driving ranges, amending regulations related to mobile food vendors, billboards, minimum off-street parking requirements and alcohol distance requirements in the DBAC zoning district and other clarifications. (O-2024-68)

Motion by Councilmember McKellar; seconded by Councilmember Curtis; motion carried 5 - 0 & approved as presented.

Z-2 Z24-019 WINIFRED GOSSETT JOHNSON (A 2.49 ACRE PORTION OF 3498 FRANKSTON HIGHWAY)

Request that the City Council consider adoption of an Ordinance approving a zone change from 'R-1A', Single-Family Residential District to 'C-1', Light Commercial District. (O-2024-69)

Motion by Councilmember McKellar; seconded by Councilmember Curtis; motion carried 5 - 0 & approved as presented.

Z-3 PD24-012 TRULIFE OAK SUBDIVISION (2850 CROW ROAD)

Request that the City Council consider adoption of an Ordinance approving a 'PMF', Planned Multi-Family District final site plan amendment. (O-2024-70)

Motion by Councilmember Hawkins; seconded by Councilmember McKellar; motion carried 5 - 0 & approved as presented.

Gary Stantz, TruLife Oak Subdivision- Stated that True Life is a strong company based in Fort Worth but is developing this build-to-rent product in multiple locations throughout the State now. They are a company that's more than just about real estate, more than sticks and bricks. They are really about the amenities and services and the lifestyle of the people who live in our communities, and they are very, very excited about the idea of coming to Tyler. They think that their product blends well with the culture here in Tyler, and it will be well received. A variety of living units available for people of all ages. They will have senior adults, young marriages, and young families; they will have a wide variety but will provide services and amenities that really are more about lifestyle and quality of the opportunity to live in a beautiful city like Tyler.

Councilmember McKellar – Asked if the homes were affordable homes?

Gary Stantz, TruLife Oak Subdivision- Stated the multiple floor plans will range on a monthly rent from around \$1,500, \$1,600 a month to around \$2,400 a month, and those will be one-bedroom, two-bedroom, three-bedroom. Most are single-story. They do have some town-home type developments in one portion of the area, but again, compared to the product that was originally approved for this product, which he is not speaking poorly

towards that, but they are a lower density and generally a wider variety of unit types, and that's our price range.

- Z-4 Z24-022 NATURON PROPERTIES, LLC (2255 HAVERHILL DRIVE AND 2221 DANLEY AVENUE)**
Request that the City Council consider adoption of an Ordinance approving a zone change from 'R-1A', Single-Family Residential District to 'R-MF', Multi-Family Residential District. (O-2024-71)

Motion by Councilmember Curtis; seconded by Councilmember McKellar; motion carried 5 - 0 & approved as presented.

- Z-5 Z24-023 HAZARI AND SONS, LLC (3180 WEST NORTHWEST LOOP 323)**
Request that the City Council consider adoption of an Ordinance approving a zone change from 'C-2', General Commercial District to 'M-1', Light Industrial District. (O-2024-72)

Motion by Councilmember McKellar; seconded by Councilmember Curtis; motion carried 5 - 0 & approved as presented.

- Z-6 Z24-014 IGNACIO CUEVAS (429 SOUTH SPRING AVENUE)**
Request that the City Council consider adoption of an Ordinance approving a zone change from 'RPO', Restricted Professional Office District to 'AR', Adaptive Reuse District. (O-2024-73)

Motion by Councilmember Hawkins; seconded by Councilmember Curtis; motion carried 5 - 0 & approved as presented.

- Z-7 Z24-016 OMAR RENTERIA (1116 WEST HICKORY STREET)**
Request that the City Council consider adoption of an Ordinance approving a zone change from "R-MF", Multi-Family Residential District to 'R-2', Two-Family Residential District. (O-2024-74)

Motion by Councilmember McKellar; seconded by Councilmember Nichols; motion carried 5 - 0 & approved as presented.

- Z-8 Z24-020 JANIE SMITH LOVILLE (2914 NORTH GRAND AVENUE)**
Request that the City Council consider adoption of an Ordinance approving a zone change from 'R-1B', Single-Family Residential District to 'R-2', Two-Family Residential District. (O-2024-75)

Motion by Councilmember McKellar; seconded by Councilmember Curtis; motion carried 5 - 0 & approved as presented.

- Z-9 Z24-015 MUHAMMAD SAJID (3114 AND 3122 EAST 5TH STREET)**
Request that the City Council consider adoption of an Ordinance approving a zone change from 'RPO', Restricted Professional Office District to 'C-1', Light Commercial District. (O-2024-76)

Motion by Councilmember Curtis; seconded by Councilmember McKellar; motion carried 5 - 0 & approved as presented.

- Z-10 S24-004 GLORIA FLORES (1014 NORTH SPRING AVENUE)**
Request that the City Council consider adoption of an Ordinance approving the Special Use Permit to allow for the use of the property as a one-chair beauty salon. (O-2024-77)

Motion by Councilmember Hawkins; seconded by Councilmember Curtis; motion carried 5 - 0 & approved as presented.

- Z-11 Z24-017 GATHCO LLC (1118 PARK STREET)**
Request that the City Council consider adoption of an Ordinance approving a zone change from 'R-MF', Multi-Family Residential District to 'R-1B', Single-Family Residential District. (O-2024-78)

Motion by Councilmember Hawkins; seconded by Councilmember Nichols; motion carried 5 - 0 & approved as presented.

- Z-12 Z24-018 ALICIA RAMIREZ (815 CAMP STREET)**
Request that the City Council consider on adoption of an Ordinance approving a zone change from 'R-1B', Single-Family Residential District to 'PMXD-1', Planned Mixed-Use District with written narrative. The applicant is appealing the denial by the Planning and Zoning Commission.

Councilmember McKellar – Stated, “Kyle, thank you so much for that denial. It's too many mechanic shops that are set up in District Three. So, thank you.”

Georgina Ramirez, 815 Camp Street – Stated that she was here to appeal the denial of their zoning change and felt it should be approved. They don't want a big mechanic shop. They want a small one, just like a one person working there, three to four cars max. They understand that the people that complained that it would be like a traffic issue, dust, everything. They have enough space within their property for the cars to be able to come in and out easily. Dust is really not an issue for them. They will not be making too much noise. They won't have big machinery. They won't have anything that would resemble a normal mechanic shop. They just want a small space, a workspace, and that's it. They do understand that there are a lot of mechanic shops, but that's also the problem. They don't want anything that's too big, not 10, 15 cars, not five people working there. They just want a one-person, small shop, just for family. They honestly feel they are in a good location since they are by both commercial and residential properties to have both.

Councilmember Nichols – Stated that we've seen these types of encroachments in the neighborhoods, which kind of gets into the integrity of that, what was built in the neighborhood. And we have to draw the line with these things. And we've had as simple as just somebody wanting to be an Accountant. So, no real traffic, outdoor activity or anything. And we've voted against it just because it was in the neighborhood. And we want to preserve the integrity of that neighborhood because

it was built for families versus commercial. So, this is like the Mayor was saying, it's nothing against y'all. It's where we draw the line. And that line just happens to be, well, with you right now.

Motion by Councilmember McKellar to continue to deny; seconded by Councilmember Curtis; motion carried 5 - 0 & denied as presented.

- Z-13** Z24-021 TODD YATES (403 NOBLE STREET)
Request that the City Council consider adoption of an Ordinance approving a zone change from 'R-MF', Multi-Family Residential District to 'R-2', Two-Family Residential District. **(O-2024-79)**

Motion by Councilmember Hawkins; seconded by Councilmember McKellar; motion carried 5 - 0 & approved as presented.

MISCELLANEOUS

- M-1** **Request that the City Council consider authorizing the City Manager to execute a professional services contract, in the amount of \$ 449,275.00, with Halff Associates, Inc., for the development of a Lake Tyler Master Plan.**

Motion by Councilmember Curtis; seconded by Councilmember McKellar; motion carried 5 - 0 & approved as presented.

- M-2** **Request that the City Council consider authorizing the City Manager to execute an Engineering Services Agreement in the amount of \$634,700 with KSA Engineers, Inc. for the Greenbriar Force Main Sliplining project and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt and funded with Consent Decree bond funds **(R-2024-35)****

Motion by Councilmember McKellar; seconded by Councilmember Curtis; motion carried 5 - 0 & approved as presented.

- M-3** **Request that the City Council hold a final Public Hearing on the CDBG and HOME grants Five-Year Consolidated Plan and Annual Action Plan, and then approve the plans and their related budgets. **(O-2024-80)****

Mayor opened the public hearing at 10:22:08 am

Mayor closed the public hearing at 10:22: 12 am with no one appearing to speak.

Motion by Councilmember Nichols; seconded by Councilmember McKellar; motion carried 5 - 0 & approved as presented.

- M-4** **Request that the City Council consider authorizing the City Manager to award the Request for Proposal for Grant Writing and Administrative Services for the DR-4781-TX Texas Severe Storms, Straight Line Winds, Tornadoes, and Flooding to Traylor & Associates Incorporated.**

Motion by Councilmember Nichols; seconded by Councilmember McKellar; motion carried 5 - 0 & approved as presented.

- M-5 Request that the City Council consider authorizing the City Manager to Award the Request for Proposal for Disaster Debris Removal Reduction, Disposal, and other Emergency Debris-Related Services to Crowder Gulf Disaster Recovery & Debris Management as the primary and Ceres Environmental Services as a secondary vendor.**

Motion by Councilmember Curtis; seconded by Councilmember McKellar; motion carried 5 - 0 & approved as presented.

- M-6 Request that the City Council consider appointing a member to the Smith County Reinvestment Zone No. 1 Board of Directors.**

Motion by Councilmember McKellar to appoint Heather Nick; seconded by Councilmember Curtis; motion carried 5 - 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 declaring Lot 10, Block 722A as surplus property and authorize the City Manager to dispose of this property through a bidding process.**
- C-A-2 Request that the City Council consider ratifying the purchase of four (4) tractor trucks from Holt Truck Centers Tyler, Texas, for the City of Tyler Solid Waste Department; Texas Sourcewell contract 060920 -NVS. The purpose of the trucks is for hauling waste sludge. The purchase price of \$167,177.35 per unit less trade in allowance of \$74,700.00 leaving a purchase price of \$92,477.35 per truck. The total purchase is \$369,909.40.**
- C-A-3 Request that the City Council consider authorizing the City Manager to ratify an interlocal agreement between Tyler Junior College and the City of Tyler for Park and Ride Service for the Transit Department and the 2024 Fourth of July show.**

Motion by Councilmember Curtis to approve the entire consent items as presented; seconded by Councilmember McKellar; motion carried 5 - 0 & approved as presented.

CITY MANAGER'S REPORT

1. The first part is HDR Held their first workshop for the Taste and Odor Study for the Lake Palestine Water Treatment Plant. This is actually one of our budget priorities that we've had for this fiscal year. HDR and city staff determine measurable water quality goals for the Lake

Palestine Water Treatment Plant. HDR will begin reviewing this data and determining cost effective treatment methods for the pilot study to achieve the set water quality goals. This benchmark data review is expected to be completed by the end of this month. And a pilot test study is expected to be developed by the end of August. So, this is actually moving along quite quickly. We're very pleased with this.

2. One of the things I want to kind of brag about is our Tyler Fire Department and their work with the South Tyler Rotary Club. They went into northern parts of Tyler and did kind of a knock on doors asking if they could check some of the alarms and if there was any need to either replace batteries or put in entirely new alarms for free. So, we're very happy with the Tyler Fire Department for going and taking this preemptive step. Working fire alarms are always kind of just the first stage of making sure of the safety of our citizens in their homes and businesses.
3. And then finally, next Thursday, not tomorrow, but next Thursday will be the annual school is cool over at the Brookshire Conference Center. We always have such a great time with this one to be able to help our children locally get ready for an engaging year ahead of them in our school systems. And so that one will be that afternoon on Thursday, August 1st. And so, I know the Council enjoys and people love working with the Council as they come through to get to work on getting the backpacks and all the other stuff, getting ready for school. It is a great opportunity and we're looking forward to it.

Councilmember McKellar – Stated that she won't be able to be there because she will be attending the funeral services of the late Sheila Jackson Lee. That will be next Thursday. Otherwise, she would definitely be there, but she knows her cohorts will take her place.

Councilmember Hawkins – Stated that she will actually be in New Orleans for a Real Estate Convention, so she will not be there.

Councilmember Nichols Stated that he won't be there either. He will be going to a summer camp with the 10-year-olds from his church at Lake Livingston.

ADJOURNMENT

Motion by Councilmember McKellar to adjourn the meeting at 10:39 am; seconded by Councilmember Hawkins; motion carried 5 - 0 & meeting adjourned.

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

A T T E S T:

CASSANDRA BRAGER, CITY CLERK



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. R-1

Date: September 11, 2024

Subject: Request that the City Council consider adopting a Resolution authorizing eminent domain proceedings for the acquisition of an easement interest across the property owned by Heritage Property Development, LLC, providing the necessity and public purpose for sanitary sewer system upgrades near Front Street as part of the Consent Decree Program.

Item Reference: **Tyler City Charter Section 1; Texas Property Code Chapter 21;**

The City of Tyler contracted Pipeline Analysis, LLC in association with LNV, LLC to develop a wastewater hydraulic model to analyze the City's Wastewater Collection and Transmission System, identify confirmed capacity constraints and develop remedial measures to mitigate each. The objectives of this work were 1) reduce sanitary sewer overflows and 2) comply with EPA consent decree hydraulic modeling and capacity assessment requirements and timelines. This resulting capacity assessment and remedial measures plan was completed in October 2020.

The plan recommended 3 Groups of Capacity Projects.

KSA Engineers, Inc. has completed design of the Consent Decree Capacity Work Group 2 Implementation project which includes preliminary, final design and construction phase services for Capacity Work Group 2 including two (2) construction projects.

KSA Engineers, Dixon Services and City Staff have worked to acquire necessary easements to install the new sanitary sewer assets.

Since December 2024, the Tyler Water Utilities Department, through a Right-of-Way agent, along with assistance from the City Attorney's Office, has attempted to negotiate with the property owner for a necessary easement located at Lots 13-A, 14, 15, 16-A, New City Block 160 near Front Street and Saunders Ave. The property owner received the Landowners Bill of Rights in accordance with Texas Property Code Section 21.0112 and an initial good faith offer in the amount of \$6,403.27 for the value of the easement interest and damages to the remainder, if any. The property owner rejected the initial offer. Therefore, the City sought an appraisal report from Real Estate Appraisal Services. Based upon the appraisal report, the City, pursuant to Section 21.0113 of the Texas Property Code, made a final good faith offer in the amount of \$7,760.00 for the value of the easement interest and damages to the remainder, if any. The City and the property owners are unable to agree on the value of the easement interest and damages to the remainder, if any. As a result, the City has no recourse but to seek condemnation of the easement interest for the public purposes of the construction, operation, and

maintenance of the sewer system in and around Front Street, Saunders Ave, and Earle Street.

Therefore, the staff is requesting City Council authorization to proceed with the condemnation of the necessary easement interest across the aforementioned property. The necessary resolution is attached for City Council review.

RECOMMENDATION:

It is recommended that the City Council consider adopting a Resolution authorizing eminent domain proceedings for the acquisition of an easement interest across the property owned by Heritage Property Development, LLC, providing the necessity and public purpose for sanitary sewer system upgrades near Front Street as part of the Consent Decree Program.

Attachments:

[Resolution_COT\(Heritage\).ae \(1\)](#)

[Final Offer Packet-HPD](#)

Drafted/Recommended By:

Department Leader

Tiffany Currie, PE/Kate Dietz, PE

Edited/Submitted By:

City Manager

RESOLUTION NO. _____

A RESOLUTION FINDING A NECESSITY FOR THE ACQUISITION OF CERTAIN LAND FOR ADDITION OF A SANITARY SEWER LINE; UPGRADING A SANITARY SEWER LINE; DECLARING SUCH ACQUISITION FOR A PUBLIC PURPOSE; AUTHORIZING CONDEMNATION FOR THE RIGHT-OF-WAY INTEREST IN SAID PROPERTY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, engineering studies heretofore conducted have determined that acquisition of the hereinafter described property is necessary for the public use of establishing, constructing, testing, inspecting, installing, operating, renewing, maintaining, repairing, replacing, altering, changing the size of, reconstructing, restoring and possible future removal of a certain sanitary sewer line or lines and all necessary and convenient valves, connections, fittings, manholes, cleanouts and appurtenances, located in Tyler, Texas, known as the Heritage Property Development, LLC (Tolbert) Project (the “Project”), and to add a sewer line and upgrade the current sewer line for the City of Tyler, Texas; and

WHEREAS, the City Council has found that a public necessity requires such land acquisition; and

WHEREAS, the City Council has found and determined that the easement interest in and to the hereinafter described property is suitable for such purpose and that it is necessary to acquire same for establishing, constructing, testing, inspecting, installing, operating, renewing, maintaining, repairing, replacing, altering, changing of the size of, reconstructing, restoring and possible future removal of a certain sanitary sewer line or lines and all necessary and convenient valves, connections, fittings, manholes, cleanouts and appurtenances on and around said property; and

WHEREAS, the City of Tyler, through its duly authorized representatives, has negotiated with the owner(s) of such land and has been unable to agree with such owner(s) as to the fair cash market value thereof:

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

PART 1: The City of Tyler has determined that \$7,760.00 constitutes a reasonable sum of money to compensate Heritage Property Development, LLC for the value of the easement and damages, if any, to the remainder of this property, and has transmitted a final offer in writing, which is hereby confirmed.

PART 2: That acquisition of an easement interest in and to the following described property is hereby found to be necessary for the public use of establishing, constructing, testing, inspecting, installing, operating, renewing, maintaining, repairing, replacing, altering, changing of the size of, reconstructing, restoring and possible future removal of a certain sanitary sewer line or lines and all necessary and convenient valves, connections, fittings, manholes, cleanouts and appurtenances on said property, and maintaining the City of Tyler sewer system as follows and as shown in further detail on the map(s) attached hereto in Exhibit “A”:

Being Lot 13-A, 14, 15, 16-A, New City Block 160, City of Tyler, Smith County, Texas, and being the same land described in a Special Warranty Deed from Monica M. Cannon to Heritage Property Development, LLC dated January 10, 2022, and recorded in Instrument No. 202201001770 of the Official Records of Smith County, Texas. Said Lot 13-A, 14, 15, 16-A,

New City Block 160 tract being more particularly described by metes and bounds in Exhibit "A."

PART 3: That it is hereby determined that the City of Tyler has in fact transmitted bona fide offers to the property owner, in accordance with the laws of the State of Texas, for the property described herein, and the owner of the property, but the City of Tyler have been unable to agree and cannot agree upon the value of the land or the damages, if any, to be paid and further settlement negotiations have become futile and impossible. A true and complete copy of the Right-of-Way Agreement offered by the City of Tyler as its last and final offer is attached hereto as Exhibit "A." The final monetary offer of the City of Tyler is hereby confirmed and approved.

PART 4: That the City Attorney of the City of Tyler, or an attorney authorized by him be and is hereby authorized and directed to file and cause to be filed against the property owner(s) proceedings in eminent domain to acquire the easement interest in and to the above-described property and to conduct all parts of the condemnation in accordance with the laws and procedures of the State of Texas.

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

PASSED AND APPROVED this ____ day of _____, A.D. ____.

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

ATTEST:

APPROVED:

CASSANDRA BRAGER, CITY CLERK

DEBORAH G. PULLUM,
CITY ATTORNEY



Larry R. Dixon, CPL
Dixon Services, Inc.

Mailing address: P.O. Box 6602
Tyler, TX 75711
903-579-9300 (office)

Physical address: 12559 CR 192
Tyler, TX 75703
903-579-9399 (fax)

Originally Mailed May 30, 2023 – Returned as Undeliverable
Re-Sent June 20, 2024 – No Response

July 22, 2024

CM RRR #: 7022 3160 0001 1326 4295
and USPS Tracking Number:
9590 9402 7343 2028 1909 77

Heritage Property Development, LLC.
Attn: Michael E. Tolbert, Director/Member
10601 Clarence Dr., Ste. 250
Frisco, TX 75033

Re: FINAL OFFER LETTER
Consent Decree Capacity Sanitary Sewer Project, City of Tyler, Texas
Lot 13-A, 14, 15 and 16-A, NCB-160, Smith County, Texas

Dear Mr. Tolbert:

Dixon Services, Inc. is an independent land service company currently working for The City of Tyler, who is making upgrades to the sewer system located in and around Front Street, East Earle Street and Saunders Avenue in Tyler. A portion of the project will be routed across your property referenced above. In the initial offer letter from a representative of Dixon Services, Inc. to you dated February 2, 2024, you were advised that the City of Tyler, Texas is seeking to acquire an easement covering a portion of your property needed for this project. This easement will serve the general public. The City of Tyler is seeking to acquire a Right of Way Agreement covering a 0.245 acre permanent sewer easement and for limited rights to use a 0.099 acre temporary construction easement area located adjacent to the stated easement which is further described and shown in Exhibits "A" and "B" of the enclosed Right of Way Agreement.

The City of Tyler, Texas is duly authorized to do business in this state as a municipality. As part of the disclosures required by the Texas Legislature and state law, we are required to disclose that the City of Tyler's project is affected with a public interest and is subject to the jurisdiction, control and regulation of the laws of the State of Texas. By virtue of the Texas Local Government Code Section 251.001 et seq. and other laws, the City of Tyler, Texas is vested with and has the right of eminent domain for the purposes of acquiring property and easements and rights of way for the construction, operation and maintenance of roadways and public facilities. The City of Tyler, Texas has determined that it is in the public interest to acquire this Right of Way Agreement for a public use which is necessary for the construction, operation and maintenance of the sewer system in and around Front Street, East Earle Street and Saunders Avenue, including the easement across your property, more particularly described in the Right of Way Agreement attached hereto. A brochure prepared by the State of Texas Attorney General's office describing landowner rights with respect to the City of Tyler's status as a municipality is required by law to be given to you and is enclosed.

Dixon Services, Inc., an independent land service company and as a duly authorized representative of the City of Tyler, has attempted to reach an agreement with you regarding the acquisition of a 0.245 acre permanent sewer easement and for limited rights to use a 0.099 acre temporary construction easement area adjacent to the stated easement located on the above stated property owned by you in Smith County, Texas, which is more fully described and shown in Exhibits "A" and "B" of the enclosed Right of Way Agreement. As of today, the efforts to obtain the necessary easement across the above-referenced tract of land to which you have title have been to no avail and further attempts to negotiate the purchase of same appears to be futile. Therefore, pursuant to Section 21.0113 of the Texas Property Code, the City of Tyler, Texas makes this its final offer to you for acquisition of the easement.

We have enclosed with this letter a copy of the City of Tyler's proposed Right of Way Agreement which identifies the easement area in more detail. We have also obtained an appraisal dated May 10, 2024 from Real Estate Appraisal Services in Tyler, Texas. A copy of the appraisal is enclosed for your review. The recommended compensation, including damages to the remainder, totals \$7,760.00 and we make a final offer to you in that amount to acquire the easement as specified. If you have a recent appraisal, we respectfully request that you make a copy available to us. You have the right to discuss any offer or agreement regarding the City of Tyler's acquisition of the easement with others or keep the offer or agreement confidential, unless the offer or agreement is subject to Chapter 552, Government Code. If your property is subject to a mortgage and/or Deed of Trust we will need to secure a ratification or subordination agreement covering the said Right of Way Agreement.

This final offer will be considered rejected if the attached proposed Right of Way Agreement has not been executed by you and returned to this office by 5:00 o'clock p.m., fourteen (14) days from the date of your receipt of this correspondence and enclosures. It is the City of Tyler's sincere desire to avoid eminent domain proceedings and we look forward to an amicable resolution of this matter. However, if an agreement is not reached regarding the purchase of this property and easement area across the above-described tract of land within the fourteen (14) day period specified above, the City of Tyler will be left no option.

Thank you for your consideration.

Sincerely,



Larry R. Dixon

LRD/enc.

RIGHT-OF-WAY AGREEMENT

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SMITH §

That **Heritage Property Development, LLC**, herein called GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration in hand paid, receipt and sufficiency of which is hereby confessed and acknowledged, does hereby grant, bargain, sell and convey unto the **CITY OF TYLER, TEXAS**, whose address is 212 N. Bonner, Tyler, Texas 75702, herein called GRANTEE, and its successors and assigns, a permanent right of way and easement for the purposes of laying, constructing, maintaining, operating, altering, repairing, replacing, changing the size of, and removing pipelines with all necessary and convenient valves, connections, fittings and appurtenances for the transportation of water, and/or sanitary sewer, on, over, under through and across a strip of land described and shown on Exhibits "A" and "B" attached hereto and made a part hereof, and being part of that certain property described as follows, to wit:

Lot 13-A, 14, 15, 16-A, New City Block 160, City of Tyler, Smith County, Texas and being the same land described in a Special Warranty Deed from Monica M. Cannon to Heritage Property Development, LLC dated January 10, 2022 and recorded in Instrument No. 202201001770 of the Official Records of Smith County, Texas.

TO HAVE AND TO HOLD unto said CITY OF TYLER, TEXAS, its successors and assigns, for the purposes granted herein, in whole or in part, at the will of Grantee, for as long as said pipelines are operated and maintained by Grantee, its successors and/or assigns.

This Right of Way Agreement is made subject to the following terms and conditions:

(1) Grantee, its successors and assigns, shall have the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the free right of ingress and egress over and across said lands to and from said right of way and easement and the free right of ingress and egress over and across adjacent lands owned by Grantor for the purposes of entering or leaving said tract.

(2) Grantor, its heirs, successors or assigns may continue to use the surface of the easement strip conveyed hereby for the purposes for which the land and property was used prior to the construction of the water/sewer pipelines provided for herein; provided, however, Grantor shall not construct or permit to be constructed any houses, structures, lakes, ponds, dams or other obstructions within the bounds of the easement strip, except for fences, which would interfere with Grantee's exercise of the rights hereby conveyed and the safe operation of its pipelines. It is understood that brick, stone or masonry walls shall not be used in the construction of fences, except at points of driveway entrances or exits to the property.

(3) That during construction, maintenance or removal of the pipelines, Grantee may utilize a strip of land fifty (50) feet in width except at locations such as roads, streams, ditches, or specific areas requiring additional space, all to revert to the permanent right of way and easement strip, as

described and shown in Exhibits "A" and "B" attached hereto, for normal operations of the pipelines.

(4) It is the intention of the Grantee to limit their access to and from the property to the right of way and temporary construction easement described herein. If there are driveways or roadways now existing along the pipeline route Grantor grants to Grantee permission to use such existing driveways and roadways if necessary in the exercise of all rights conferred herein. Damages and/or repairs to these driveways and facilities, if any shall be promptly addressed by Grantee.

(5) Grantee shall have the right from time to time to cut and keep clear all trees, undergrowth and other obstructions on said right of way and easement that may injure, endanger or interfere with the use, operation and maintenance of said pipelines or appurtenances to said pipelines.

(6) Grantee shall promptly repair any damages to driveways, parking lots, structures, fences, timber, pasture, grasses, terraces and waterways which may arise from laying, constructing, maintaining, operating, altering, repairing, replacing, removing or changing the size of said pipelines. Grantee shall promptly backfill any excavation required during installation, maintenance, operation, alteration, repair, replacement, size change, and removal so that the surface of the land shall be in the same or better condition as existed prior to said excavation, including the use of like kind and quality materials and grasses. Grantee shall not be required to pay for damages resulting from keeping clear the surface of the right of way and easement strip, which may include the removal of trees (see clause 5).

(7) It is further understood and agreed that the consideration recited above and receipt of which has been acknowledged by GRANTOR, is also full, complete and final payment for any and all injuries and damages of whatsoever nature and character to driveways, parking lots, structures, timber, fences and improvements on, over and across the premises and for the enjoyment and use by GRANTEE of its rights hereunder and GRANTOR hereby covenants that any and all claims that they have or may have because of the GRANTEE'S initial construction operations upon said right-of-way and within the permanent easement area and the temporary construction easement area described and shown in Exhibits "A" and "B" have been paid and satisfied in full.

(8) This instrument may be executed in counterparts and each Grantor shall receive payment hereunder in such proportion as his respective interest bears to the entire fee simple title.

(9) The undersigned hereby acknowledges receipt of Form ERW 4-1 (2015) promulgated by the Texas Real Estate Commission for mandatory use by registered easement or right-of-way agents.

(10) This right of way and easement grant as originally written covers all of the agreements and stipulations between the parties and no representations or statements verbal or written have been made, modifying, adding to, or changing the terms of said original Right of Way Agreement.

This instrument and the covenants and agreements herein contained shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN TESTIMONY WHEREOF the Grantors herein have executed this conveyance this _____ day of _____, 2024.

Heritage Property Development, LLC

By: Michael E. Tolbert, Director/ Member

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF SMITH §

This instrument was acknowledged before me this _____ day of _____, 2024, by Michael E. Tolbert, as Director and Member for Heritage Property Development, LLC. on behalf of said company.

Notary Public in and for the State of Texas
My Commission expires:_____



140 East Tyler Street, Suite 600
Longview, TX 75601
903.236.7700

METES AND BOUNDS DESCRIPTION
0.245 ACRES, (10688 square feet)
PERMANENT SEWER EASEMENT ON THE PROPERTY OF
HERITAGE PROPERTY DEVELOPMENT, LLC.
CITY OF TYLER
SMITH COUNTY, TEXAS

Being 0.245 acres (10688 square feet) of land, situated in the City of Tyler, Smith County, Texas and being a portion of Lots 13-A, 14, 15, and 16-A, New City Block 160 which were conveyed to Heritage Property Development LLC., by an instrument recorded in instrument number 202201001770 Smith County Deed Records (SCDR), said 0.245 acres (10688 square feet) of land being more particularly described by metes and bounds as follows;

BEGINNING at a 1/2" iron rod found at the southeast corner of the above mentioned Lot 16-A, the same being the point of intersection of the north right-of-way line of Front Street with the west right-of-way line of Saunders Avenue, the same also having Texas State Plane Coordinate System (NAD83) North Central Zone values of N=6824316.68, and E=2959684.70;

THENCE S 87°13'38" W, along said north right-of-way line, a distance of 100.76 feet, to a 1/2" iron rod found at an angle point in said right-of-way line, the same also being the common south corner between said Lot 16-A and said Lot 15;

THENCE S 76°53'33" W, continuing along said north right-of-way line, a distance of 317.36 feet, to a 1/2" iron rod found at the southwest corner of said Lot 13-A, the same being the southeast corner of Lot 12-B;

THENCE N 01°36'15" W, along the common line between said Lot 13-A and Lot 12-B, a distance of 194.36 feet, to the northwest corner of said Lot 13-A;

THENCE N 87°44'44" E, along the south right-of-way line of Earle Street, the same being the north boundary line of said Lot 13-A, a distance of 25.00 feet, to a point for corner;

THENCE S 01°36'15" E, a distance of 174.25 feet, to a point for corner;

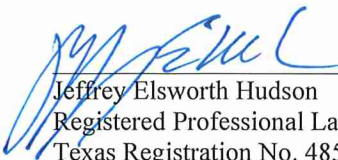
THENCE N 76°53'33" E, a distance of 290.15 feet, to an angle point;

THENCE N 87°13'38" E, a distance of 102.39 feet, to the point of intersection with the west right-of-way line of Saunders Avenue, a 1/2" iron rod found at the northeast corner of said Lot 16-A bears N 01°42'07" W, 119.27 feet;

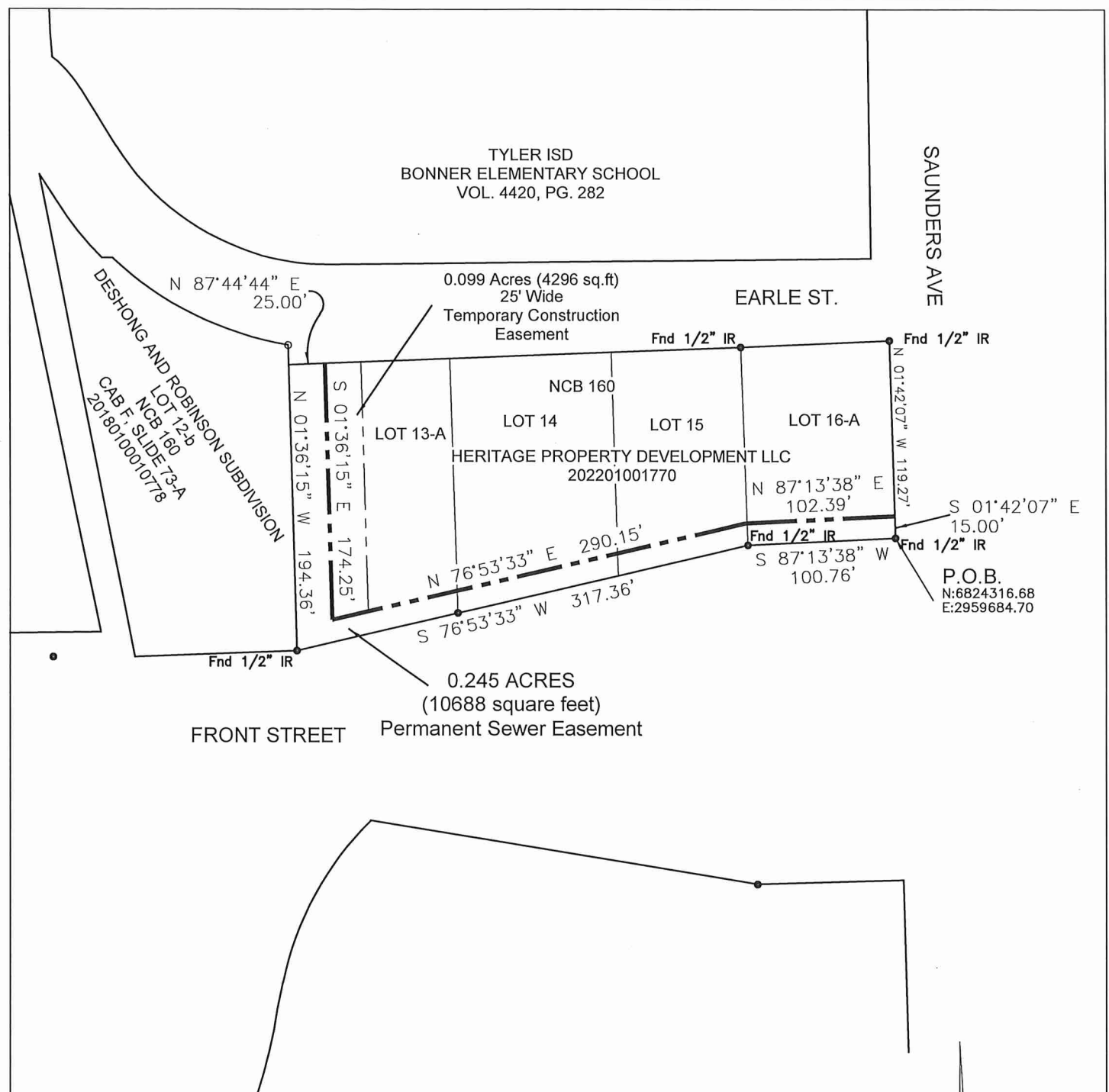
THENCE S 01°42'07" E, along said west right of way line, a distance of 15.00 feet, to the **PLACE OF BEGINNING**, and containing, 0.245 acres, (10688 square feet), of land, more or less.

A 25 foot wide Temporary Construction Easement, as shown on the attached plat, shall also be required during the construction and testing phases of this project.

The bearings and coordinates recited herein are based on the Texas State Plane Coordinate System (NAD83) North Central Zone. This description and corresponding plat were prepared from a survey made on the ground under my supervision.


Jeffrey Elsworth Hudson Date
Registered Professional Land Surveyor
Texas Registration No. 4850
TBPELS Firm Registration No. 1011500





Bearings based on the Texas State Plane Coordinate System (NAD 83), North Central Zone.

This plat and corresponding metes and bounds description were prepared from a survey made on the ground under my supervision.

Jeffrey Elsworth Hudson
 Jeffrey Elsworth Hudson
 Registered Professional Land Surveyor
 Texas Registration No. 4850
 Date: 19 April 2028



0 100
 SCALE: 1"=100'

KSA
 140 E. Tyler St., Suite 600 Longview, Texas 75601
 T. 903-236-7700 F. 903-236-7779
 www.ksaeng.com
 TBPLS FIRM REG. NO. 1011500

HERITAGE PROPERTY DEVELOPMENT LLC
 CITY OF TYLER
 SMITH COUNTY, TEXAS

0.245 ACRES (10688 SQ. FT.)
 PERMANENT SEWER
 EASEMENT



THE STATE OF TEXAS
LANDOWNER'S
BILL OF RIGHTS



PREPARED BY THE



OFFICE OF THE
ATTORNEY GENERAL OF TEXAS



STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

This Landowner's Bill of Rights applies to any attempt by the government or a private entity to take your property. The contents of this Bill of Rights are prescribed by the Texas Legislature in Texas Government Code Sec. 402.031 and Chapter 21 of the Texas Property Code.

1. You are entitled to receive adequate compensation if your property is taken for a public use.
2. Your property can only be taken for a public use.
3. Your property can only be taken by a governmental entity or private entity authorized by law to do so.
4. The entity that wants to take your property must notify you that it wants to take your property.
5. The entity proposing to take your property must provide you with a written appraisal from a certified appraiser detailing the adequate compensation you are owed for your property.
6. The entity proposing to take your property must make a bona fide offer to buy the property before it files a lawsuit to condemn the property – which means the condemning entity must make a good faith offer that conforms with Chapter 21 of the Texas Property Code.
7. You may hire an appraiser or other professional to determine the value of your property or to assist you in any condemnation proceeding.
8. You may hire an attorney to negotiate with the condemning entity and to represent you in any legal proceedings involving the condemnation.
9. Before your property is condemned, you are entitled to a hearing before a court appointed panel that includes three special commissioners. The special commissioners must determine the amount of compensation the condemning entity owes for the taking of your property. The commissioners must also determine what compensation, if any, you are entitled to receive for any reduction in value of your remaining property.
10. If you are unsatisfied with the compensation awarded by the special commissioners, or if you question whether the taking of your property was proper, you have the right to a trial by a judge or jury. If you are dissatisfied with the trial court's judgment, you may appeal that decision.

CONDEMNATION PROCEDURE

Eminent domain is the legal authority that certain entities are granted that allows those entities to take private property for a public use. Private property can include land and certain improvements that are on that property.

Private property may only be taken by a governmental entity or private entity that is authorized by law to do so. Your property may be taken only for a public purpose. That means it can only be taken for a purpose or use that serves the general public. Texas law prohibits condemnation authorities from taking your property to enhance tax revenues or foster economic development.

Your property cannot be taken without adequate compensation. Adequate compensation includes the market value of the property being taken. It may also include certain damages if your remaining property's market value is diminished by the acquisition itself or by the way the condemning entity will use the property.

HOW THE TAKING PROCESS BEGINS

The taking of private property by eminent domain must follow certain procedures. First, the entity that wants to condemn your property must provide you a copy of this Landowner's Bill of Rights before - or at the same time - the entity first represents to you that it possesses eminent domain authority.

Second, if it has not been previously provided, the condemning entity must send this Landowner's Bill of Rights to the last known address of the person who is listed as the property owner on the most recent tax roll. This requirement stipulates that the Landowner's Bill of Rights must be provided to the property owner at least seven days before the entity makes a final offer to acquire the property.

Third, the condemning entity must make a bona fide offer to purchase the property. The requirements for a bona fide offer are contained in Chapter 21 of the Texas Property Code. At the time a purchase offer is made, the condemning entity must disclose any appraisal reports it produced or acquired that relate specifically to the property and were prepared in the ten years preceding the date of the purchase offer. You have the right to discuss the offer with others and to either accept or reject the offer made by the condemning entity.

CONDEMNATION PROCEEDINGS

If you and the condemning entity do not agree on the value of your property, the entity may begin condemnation proceedings. Condemnation is the legal process that eligible entities utilize to take private property. It begins with a condemning entity filing a claim for your property in court. If you live in a county where part of the property being condemned is located, the claim must be filed in that county. Otherwise, the condemnation claim can be filed in any county where at least part of the property being condemned is located. The claim must describe the property being condemned, state with specificity the public use, state the name of the landowner, state that the landowner and the condemning entity were unable to agree on the value of the property, state that the condemning entity provided the landowner with the Landowner's Bill of Rights, and state that the condemning entity made a bona fide offer to acquire the property from the property owner voluntarily.

SPECIAL COMMISSIONERS' HEARING

After the condemning entity files a condemnation claim in court, the judge will appoint three local landowners to serve as special commissioners. The judge will give you a reasonable period to strike one of the special commissioners. If a commissioner is struck, the judge will appoint a replacement. These special commissioners must live in the county where the condemnation proceeding is filed, and they must take an oath to assess the amount of adequate compensation fairly, impartially, and according to the law. The special commissioners are not legally authorized to decide whether the condemnation is necessary or if the public use is proper. Their role is limited to assessing adequate compensation for you. After being appointed, the special commissioners must schedule a hearing at the earliest practical time and place. The special commissioners are also required to give you written notice of the condemnation hearing.

You are required to provide the condemning entity any appraisal reports that were used to determine your claim about adequate compensation for the condemned property. Under a new law enacted in 2011, landowners' appraisal reports must be provided to the condemning entity either ten days after the landowner receives the report or three business days before the special commissioners' hearing - whichever is earlier. You may hire an appraiser or real estate professional to help you determine the value of your private property. Additionally, you can hire an attorney to represent you during condemnation proceedings.

At the condemnation hearing, the special commissioners will consider your evidence on the value of your condemned property, the damages to remaining property, any value added to the remaining property as a result of the condemnation, and the condemning entity's proposed use of your condemned property.

SPECIAL COMMISSIONERS' AWARD

After hearing evidence from all interested parties, the special commissioners will determine the amount of money that you should be awarded to adequately compensate you for your property. The special commissioners' decision is significant to you not only because it determines the amount that qualifies as adequate compensation, but also because it impacts who pays for the cost of the condemnation proceedings. Under the Texas Property Code, if the special commissioners' award is less than or equal to the amount the condemning entity offered to pay before the proceedings began, then you may be financially responsible for the cost of the condemnation proceedings. However, if the special commissioners' award is more than the condemning entity offered to pay before the proceedings began, then the condemning entity will be responsible for the costs associated with the proceedings.

The special commissioners are required to provide the court that appointed them a written decision. That decision is called the "Award." The Award must be filed with the court and the court must send written notice of the Award to all parties. After the Award is filed, the condemning entity may take possession of the property being condemned, even if either party appeals the Award of the special commissioners. To take possession of the property, the condemning entity must either pay the amount of the Award or deposit the amount of the Award into the court's registry. You have the right to withdraw funds that are deposited into the registry of the court.

OBJECTION TO THE SPECIAL COMMISSIONERS' AWARD

If either the landowner or the condemning entity is dissatisfied with the amount of the Award, either party can formally object to the Award. In order to successfully make this valuation objection, it must be filed in writing with the court. If neither party timely objects to the special commissioners' Award, the court will adopt the Award as the final judgment of the court.

If a party timely objects to the special commissioners' Award, the court will hear the case in the same manner that other civil cases are heard. Landowners who object to the Award and ask the court to hear the matter have the right to a trial and can elect whether to have the case decided by a judge or jury. The allocation of any trial costs is decided in the same manner that costs are allocated with the special commissioners' Award. After trial, either party may appeal any judgment entered by the court.

DISMISSAL OF THE CONDEMNATION ACTION

A condemning entity may file a motion to dismiss the condemnation proceeding if it decides it no longer needs your condemned property. If the court grants the motion to dismiss, the case is over and you are entitled to recover reasonable and necessary fees for attorneys, appraisers, photographers, and for other expenses incurred to the date of the hearing on the motion to dismiss.

If you wish to challenge the condemning entity's authority to take your property, you can lodge that challenge by filing a motion to dismiss the condemnation proceeding. Such a motion to dismiss would allege that the condemning entity did not have the right to condemn your property. For example, a landowner could challenge the condemning entity's claim that it seeks to take the property for a public use. If the court grants the landowner's motion, the court may award the landowner reasonable and necessary fees for attorneys, appraisers, photographers, and for other expenses incurred to the date of the hearing or judgment.

RELOCATION COSTS

If you are displaced from your residence or place of business, you may be entitled to reimbursement for reasonable expenses incurred while moving personal property from the residence or relocating the business to a new site. However, during condemnation proceedings, reimbursement for relocation costs may not be available if those costs are separately recoverable under another law. Texas law limits the total amount of available relocation costs to the market value of the property being moved. Further, the law provides that moving costs are limited to the amount that a move would cost if it were within 50 miles.

RECLAMATION OPTIONS

If private property was condemned by a governmental entity, and the public use for which the property was acquired is canceled before that property is used for that public purpose, no actual progress is made toward the public use within ten years or the property becomes unnecessary for public use within ten years, landowners may have the right to repurchase the property for the price paid to the owner by the entity at the time the entity acquired the property through eminent domain.

DISCLAIMER

The information in this statement is intended to be a summary of the applicable portions of Texas state law as required by HB 1495, enacted by the 80th Texas Legislature, Regular Session. This statement is not legal advice and is not a substitute for legal counsel.

ADDITIONAL RESOURCES

Further information regarding the procedures, timelines and requirements outlined in this document can be found in Chapter 21 of the Texas Property Code.

A REAL PROPERTY APPRAISAL
LOTS 13-A, 14, 15 AND 16-A NEW CITY BLOCK 160
FRONT STREET, SAUNDERS AVENUE AND EARLE STREET
TYLER, SMITH COUNTY, TEXAS

File No. 2024-05-13357

Effective Date of Value
May 10, 2024

Date of Report
May 20, 2024

Prepared for

Mr. Larry R. Dixon
Dixon Services
12559 CR 192
Tyler, Texas 75703

Prepared by

REAL ESTATE APPRAISAL SERVICES
Real Estate Appraisals and Consultation
P. O. Box 132420
Tyler, Texas 75713
903.877.4224

REAL ESTATE APPRAISAL SERVICES**James E. Justice, MAI*****Appraisers/Real Estate Consultants***

May 20, 2024

Mr. Larry R. Dixon
Dixon Services
12559 CR 192
Tyler, Texas 75703

Re: A Real Property Appraisal of Lots 13-A, 14, 15 and 16-A New City Block 160 Front Street, Saunders Avenue and Earle Street, Tyler, Smith County, Texas. The value to be determined is the fee simple market value of the site before and after the value of a sanitary sewer and utility easement containing 0.245 acres of land, along with the determination of just compensation.

Dear Mr. Dixon:

In accordance with your request, we have performed an appraisal and prepared an analysis of the above-captioned property. The purpose of the appraisal was to estimate the market value of the fee simple interest in the subject real property as though individually owned, under prudent management and responsible ownership immediately before and after the taking, effective as of May 10, 2024. The date of the appraisal report is May 20, 2024.

The function or intended use of the appraisal is to serve as a basis for condemnation payment for a sanitary sewer and utility easement that involves the subject property.

The subject property is briefly legally described as Lots 13-A, 14, 15 and 16-A New City Block 160 Front Street, Saunders Avenue and Earle Street, Tyler, Smith County, Texas. The property's Highest and Best Use before the taking was determined to be used as a commercial site.

In the course of developing this appraisal assignment, we have personally inspected the subject property, the neighborhood, and investigated the local market for comparable sales and current listings and investigated the market area for comparable sales. We have analyzed all available pertinent market data relevant to the estimation of the market value of the subject property. We are enclosing our appraisal report which describes the property in summary form, summarizes our methods of approach, our reasoning, and which contains data gathered during our investigation of the market.

Mr. Dixon
May 20, 2024
Page Two

One of the three traditional approaches to value was utilized in appraising the subject property. The subject property is a residential site, and the Market Approach would be the appropriate approach to develop.

This appraisal was developed, and the report was prepared according to the Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the Appraisal Standards Board of the Appraisal Foundation, as well as the Code of Ethics and Standards of Professional Practice of the Appraisal Institute, and applicable laws of the State of Texas where the appraisers are certified and where the subject property is located.

This appraisal was performed without pressure from someone who desires a specific value, and the employment of the appraiser was not conditioned upon the appraisal producing a minimum valuation, a specific valuation, value within a given range, or the approval of a loan.

The appraised value derived is subject to the General Assumptions and Limiting Conditions set forth in the attached appraisal report. With consideration to the preceding and the attached report, it is our opinion that the total just compensation for the sanitary sewer and utility easement taking on the subject property as of May 10, 2024, is as follows:

SEVEN THOUSAND SEVEN HUNDRED SIXTY DOLLARS

\$7,760.00

We appreciate the opportunity to be of service to you and hope that you will call upon us again for your future valuation needs.

Sincerely,

A handwritten signature in blue ink that reads "James E. Justice".

James E. Justice, MAI
State Certified General Real Estate Appraiser
Certification No. TX-1321335-G

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SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Property Type:	Commercial Property.
Property Owner:	Heritage Property Development, LLC.
Property Location:	Front Street, Saunders Avenue and Earle Street.
Legal Description:	Lots 13-A, 14, 15 and 16-A New City Block 160 Front Street, Saunders Avenue and Earle Street, Tyler, Smith County, Texas.
Site Data:	Approximately 1.497 acres
Zoning:	Zoned C-1 which is a commercial district.
Improvement Data:	Vacant Land.
Highest and Best Use:	
Site As Though Vacant:	Hold or market for a commercial development.
As Improved:	Commercial use.
Effective Date of Value:	May 10, 2024.
Date of Appraisal Report:	May 20, 2024.
Unpaid Taxes:	None.
Final Estimate of Just Compensation for the subject property:	\$7,760
Reasonable Exposure Time:	3-9 months.

DEFINITIONS OF TERMINOLOGY

Market Value as used in this report is defined by “City of Austin v. Cannizzo, 267 W. 2d 808 (Tex. 1954).” and is developed as follows:

"The price the property would bring when offered for sale by one who desires to sell, but is not obligated to sell, and is bought by one who desires to buy, but is under no necessity of buying, taking into consideration all those uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

PURPOSE AND DATES OF THE APPRAISAL

The purpose of this appraisal is to estimate the market value of the fee simple interest in the subject property effective as of May 10, 2024, subject to the stated General Assumptions and Limiting Conditions. The date of the appraisal report is May 20, 2024.

INTENDED USE (FUNCTION) OF THE APPRAISAL

The intended use of this appraisal is to serve as a basis for condemnation payment for a sewer easement that involves the subject property. The intended use of this appraisal is to provide an appraised current market value of the property, subject to the taking.

INTENDED USER

The intended user of the appraisal is Dixon Services, Inc. and the officers and their assignees.

PROPERTY RIGHTS APPRAISED

The property rights being appraised are the fee simple interest in the subject real property.

SCOPE (EXTENT) OF THE ASSIGNMENT

The scope or extent of the assignment was to estimate the market value of the real property as of the effective date of the appraisal before and after the date of taking, subject to the attached General Assumptions and Limiting Conditions. One of the three traditional approaches to value was utilized and considered adequate for the subject property valuation. The Market Data Approach will be completed in this analysis.

The subject property type is a zoned commercial site in the east central area of the City of Tyler, Smith County. The site is in a generally mixed commercial and residential

neighborhood. The date of last inspection was May 7, 2024; the market was investigated between April 22, 2024, and May 20, 2024. Market data was gathered from Smith County. The appraiser has made a personal inspection of the property appraised.

Deed records, tax records, real estate brokers, property owners, other appraisers, government officials, other knowledgeable parties, and bankers were contacted as data sources during our investigation and confirmation of market information. These sources, their phone numbers, and the name of the appraiser confirming the data are identified on the individual data sheets retained in file in rough and segmented form, and elsewhere in the report as appropriate.

An appraisal was developed based on this market data and investigation, utilizing one of the three traditional approaches to value: the Market Approach. An appraisal report was prepared to report the results of our investigation.

Extraordinary Assumptions and Hypothetical Conditions

According to USPAP, an extraordinary assumption, if found to be false, could alter the appraiser's opinions or conclusions. There are no Extraordinary Assumptions utilized in this report. A hypothetical condition is defined as "that which is contrary to what exists but is supposed for the purpose of analysis." There are no hypothetical conditions employed in this appraisal.

COVERAGE OF THE ASSIGNMENT

This appraisal covers surface rights in real property only. No personal property, mineral rights, business or manufacturing equipment, business goodwill, or non-realty items are included in the estimate of value unless specified in the report.

COMPETENCY PROVISION OF USPAP

The appraisers possess the necessary knowledge, skills, and experience to appraise the subject property competently. James E. Justice, MAI has over 30 years of experience appraising commercial and industrial real estate and holds the MAI designation from the Appraisal Institute. He holds a General Real Estate Appraiser Certification from the State of Texas and is a licensed Texas real estate broker. Mr. Justice has appraised several property types in East Texas, including residential and commercial properties.

HISTORY OF THE PROPERTY

The owner of the approximate 1.497 acres referred to as the subject property is Heritage Property Development, LLC who have owned the property in continuous ownership for a period of more than three years. Further research into the history of the subject property is beyond the scope of this appraisal assignment.

DEED

2022 - 202201001770 01/12/2022 3:09PM Page 1 of 7

Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS,

§

KNOW ALL MEN BY THESE PRESENTS:

§

County of Smith

§

Date: January 10, 2022

Grantor: MONICA M. CANNON

Grantor's Mailing Address: 3123 Spruce Place, Tyler, Smith County, Texas 75707

Grantee: HERITAGE PROPERTY DEVELOPMENT LLC

Grantee's Mailing Address: 1012 E Front Street, Smith County, Tyler, Texas 75702

Consideration: Ten Dollars and other good and valuable consideration.

Property (including any improvements):

The land described in Exhibit "A" attached hereto and made a part hereof.

Reservations from Conveyance:

Exceptions to Conveyance and Warranty: This conveyance is made and accepted subject to the following matters (the "Permitted Exceptions"): (i) all easements, building set-back lines, reservations, royalties, mineral reservations, leases, restrictions, zoning ordinances and conditions as recorded with the county clerk of the county where the Property is located, to the extent applicable to and enforceable against the Property; (ii) all matters that a correct survey of the Property would show; (iii) Grantor expressly reserves all right, title and interest in and to all rights and appurtenances pertaining to adjoining properties owned by Grantor on this date (the "Grantor Properties"), including but not limited to all right, title and interest of Grantor in and to all adjacent streets, alleys or rights of way adjacent to the Grantor Properties and all easements for the use and benefit of such Grantor Properties. This conveyance is made subject to all oil, gas, and other mineral conveyances and reservations, royalty interest, oil, gas and mineral leases, rights of way, easements and restrictions, affecting the property hereby conveyed that may appear of record in the office of the County Clerk of Smith County, Texas.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

SWD:MMC > HPD

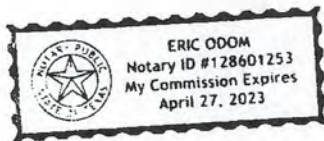
Page 1 of 6

Monica M. Cannon
 Monica M. Cannon
 Grantor

THE STATE OF TEXAS §
 COUNTY OF SMITH §

BEFORE ME, the undersigned authority, on this day personally appeared Monica M. Cannon, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office on 10 Jan, 2022.



[Signature]
 Notary Public, State of Texas

After recording return to:
 Monica Cannon
 3123 Spruce Place
 Tyler, TX 75707

SWD:MMC > HPD

Page 2 of 6

Exhibit "A"

Tract 1 of 4 (Lot 13-A)

LOT 13-A
 NEW CITY BLOCK 160
 CITY OF TYLER
 SMITH COUNTY, TEXAS

All that certain lot, tract or parcel of land situated within the Corporate Limits of the City of Tyler, Smith County, Texas, being all of Lot 13-A of N.C.B. No. 160 according to the Official Block Map to the City of Tyler as adopted by same in 1908, being a part of Lot 2, Block 4 of DeShong and Robinson Addition as described in Volume 38, Page 624 and being all of that certain tract conveyed to Sol Roosth and Bob Muntz, Trustees by James L. Shull et ux as described in Volume 1622, Page 273 of the Deed Records of Smith County, Texas, and being more completely described as follows, to-wit:

BEGINNING at a 3/4" Iron Rod for the Northeast corner of said Lot 13-A of N.C.B. 160 and the Northeast corner of said Lot 2, Block 4 of the DeShong and Robinson Addition in the South line of East Earle Street;

THENCE South 0 deg. 29 min. 40 sec. West with the East lines of said Lots 13-A and 2, a distance of 172.70 ft. to a 1/2" Iron Rod for the Southeast corner of said Lot 13-A in the North line of East Front Street;

THENCE South 80 deg. 32 min. West with the North line of East Front Street, a distance of 111.9 ft. to a 3/8" Iron Rod for the Southwest corner of said Lot 13-A;

THENCE North 0 deg. 31 min. 50 sec. East with the West line of said Lot 13-A and the West line of said Lot 2, a distance of 191.10 ft. to a 1/2" Iron Rod for the Northwest corner of same in the South line of East Earle Street;

THENCE East with the North line of East Earle Street, a distance of 110.1 ft. to the place of beginning.

SWD:MMC > HPD

Page 3 of 6

Tract 2 of 4 (Lot 14)

LOT 14
NEW CITY BLOCK 160
CITY OF TYLER
SMITH COUNTY, TEXAS

All that certain lot, tract, or parcel of land, located within the corporate limits of the City of Tyler, Smith County, Texas, being part of Lot 3, Block 4, of the Deshong and Robinson's Subdivision, according to the plat recorded in Volume 38, Page 624, of the Deed Records of Smith County, Texas, being known as Lot 14, New City Block 160, of the City of Tyler, and being more completely described as follows;

BEGINNING at a 1/2" iron rod found for corner at the northwest corner of the above mentioned Lot 3 and in the south line of E. Earle Street.

THENCE N 89 degrees 31 minutes 20 seconds E, with the north line of said Lot 3 and the south line of E. Earle Street, a distance of 110.00 feet to a 1/2" iron rod set for corner at the northeast corner of said Lot 3.

THENCE S 00 degrees 26 minutes 00 seconds W, with the east line of said Lot 3, a distance of 151.04 feet to a 1/2" iron rod set for corner in same and in the north line of E. Front Street.

THENCE S 79 degrees 00 minutes 45 seconds W, with the north line of E. Front Street, a distance of 112.21 feet to a 3/8" iron rod found for corner in the west line of said Lot 3.

THENCE N 00 degrees 26 minutes 00 seconds E, with the west line of said Lot 3, a distance of 171.51 feet to the place of beginning.

SWD:MMC > HPD

Page 4 of 6

Tract 3 of 4 (Lot 15)

LOT 15
NEW CITY BLOCK 160
CITY OF TYLER
SMITH COUNTY, TEXAS

All that certain lot, tract, or parcel of land, located within the corporate limits of the City of Tyler, Smith County, Texas, being part of that certain tract conveyed to W. W. Funderburg by Alice E. Douglas, et al on February 27, 1904 by an instrument recorded in Volume 106, Page 583, of the Deed Records of Smith County, Texas, being known as Lot 15, New City Block 160, City of Tyler, and being more completely described as follows;

BEGINNING at a 1/2" iron rod set for corner in the south line of E. Earle Street and being at the northeast corner of that certain Lot 3, Block 4, of the Deshong and Robinson's Subdivision according to the plat recorded in Volume 38, Page 624, of the Deed Records of Smith County, Texas.

THENCE N 89 degrees 31 minutes 20 seconds E, with the south line of E. Earle Street, a distance of 90.00 feet to a 1/2" iron rod set for corner in same.

THENCE S 00 degrees 26 minutes 00 seconds W, a distance of 134.29 feet to a 1/2" iron rod set for corner in the north line of E. Front Street.

THENCE S 79 degrees 00 minutes 45 seconds W, with the north line of E. Front Street, a distance of 91.81 feet to a 1/2" iron rod set for corner in the east line of the above mentioned Lot 3, Block 4.

THENCE N 00 degrees 26 minutes 00 seconds E, with the east line of said Lot 3, Block 4, a distance of 151.04 feet to the place of beginning.

SWD:MMC > HPD

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Tract 4 of 4 (Lot 16)

LOT 16-A
NEW CITY BLOCK 160
CITY OF TYLER
SMITH COUNTY, TEXAS

All that certain lot, tract, or parcel of land, located within the corporate limits of the City of Tyler, Smith County, Texas, being part of that certain tract conveyed to W. W. Funderburg by Alice E. Douglas, et al on February 27, 1904 by an instrument recorded in Volume 106, Page 583, of the Deed Records of Smith County, Texas, being known as Lot 16-A, New City Block 160, City of Tyler, and being more completely described as follows;

BEGINNING at a 1/2" iron rod set for corner at the intersection of the south line of E. Earle Street with the west line of S. Saunders Avenue.

THENCE S 00 degrees 26 minutes 00 seconds W, with the west line of S. Saunders Avenue, a distance of 134.29 feet to a 1/2" iron rod set for corner at the intersection of same with the north line of E. Front Street, being the northeast corner of that certain called 0.154 of an acre tract conveyed to the State of Texas by Bera F. Starr and R. B. Starr on May 28, 1953 by an instrument recorded in Volume 911, Page 21, of the Deed Records of Smith County, Texas.

THENCE S 89 degrees 31 minutes 20 seconds W, with the north line of E. Front Street and the above mentioned 0.154 of an acre tract, a distance of 101.00 feet to a 1/2" iron rod set for corner at the northwest corner of said tract.

THENCE N 00 degrees 26 minutes 00 seconds E, a distance of 134.29 feet to a 1/2" iron rod set for corner in the south line of E. Earle Street.

THENCE N 89 degrees 31 minutes 20 seconds E, with the south line of E. Earle Street, a distance of 101.00 feet to the place of beginning.

SWD:MMC > HPD

Page 6 of 6

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VG-169-2022-202201001770

Smith County
Karen Phillips
Smith County Clerk

Document Number: 202201001770

Real Property Recordings
WARRANTY DEED

Recorded On: January 12, 2022 03:09 PM

Number of Pages: 7

Billable Pages: 6

" Examined and Charged as Follows: "

Total Recording: \$46.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 202201001770

Receipt Number: 20220112000128

Recorded Date/Time: January 12, 2022 03:09 PM

User: Jennafer M



STATE OF TEXAS

Smith County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time
printed hereon, and was duly recorded in the Official Records of Smith County, Texas

Karen Phillips
Smith County Clerk
Smith County, TX

Real Estate Appraisal Service, Inc., P. O. Box 132420, Tyler, TX 75713
James E. Justice, MAI
903-877-4224 -- 903-877-4510 - Fax

REASONABLE EXPOSURE TIME

The Market Value estimate assumes that a reasonable time is allowed for exposure in the open market. A reasonable exposure time is estimated based upon market evidence including actual exposure times for vacant land and the projected marketing time required to sell a property like the subject.

Exposure time is defined as:

“The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.”(USPAP SR 1-2b, SMT-6).

The market value estimated in this appraisal specifically relates to the sale of a residential site in the City of Tyler fronting Front Street, Earle Street and Saunders Avenue in Tyler, Smith County, Texas. The preferred method for estimating exposure time is considered the actual exposure time required to market and sell similar properties. Conversations with local brokers have indicated that properly priced and aggressively marketed residential properties will typically require a 3-to-9-month marketing period. Obviously, properties in locations where growth has occurred and where demand for properties exists will command the shortest marketing periods. Other factors include the size and price of the property. There are typically few buyers for larger properties and thus the marketing period would need to be extended. On the other hand, a larger property in an area with proven need could have in excess of its cost, and thus a shortened marketing period, as it typically requires several years to plan and develop such a property. As mentioned in the area analysis, the area has experienced reasonable growth during the last ten years. As more people move into the area, demand for property similar to the subject will increase. Therefore, it would appear as if a 3-to-9-month exposure period would be reasonable for the subject property.

Marketing Time

The projected marketing time required to market and sell a property similar to the subject was estimated by interviews with brokers active in the market. Marketing Time is defined as:

“An estimate of the amount of time it might take to sell a property interest in real estate at the estimated market value level during the period immediately after the effective date of an appraisal.” (TO, Advisory Opinion G-7).

Our research indicates the typical scenario for the sale of residential properties like the subject via open market (real estate broker) or direct (per principal) transactions between organizations. Therefore, we interviewed brokers and reviewed MLS data pertinent to the area as well as appraisal district representatives to determine the marketing time required to sell a property like the subject. The brokers interviewed indicated the

marketing time would primarily depend on the asking price and the price a seller would be willing to accept. Other factors obviously include demand for similar types of properties, the area's future growth pattern, the marketing plan and even the planned uses possible for the site.

For the same reasons we discussed in the previous paragraph under Exposure Time, the typical marketing time is also estimated at 3-to-9 months from the date of appraisal.

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

The certification of the appraisers appearing in this appraisal report is subject to the following conditions and to such other specific and limiting conditions as are set forth by the appraisers in the report. **Acceptance of and/or use of this report constitutes acceptance of all assumptions and limiting conditions stipulated.**

1. The appraisers will not be required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have been previously made, therefore.
2. The distribution of the total valuation in this report between land and improvements applies only under the reported Highest and Best Use of the property. The allocation of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.
3. Disclosure of the contents of the appraisal report is governed by the Bylaws and Regulations of the professional appraisal organization with which the Appraisers are affiliated: specifically, the Appraisal Institute.
4. When a signatory of this appraisal report is a Member or a Candidate of the Appraisal Institute, then the Bylaws and Regulations of the Institute require each Member and Candidate to control the use and distribution of each appraisal report signed by such Member or Candidate. Therefore, except as hereinafter provided, the party for whom this appraisal report was prepared may distribute copies of this appraisal report, in its entirety, to such third parties as may be selected by the party for whom this appraisal report was prepared; however, selected portions of this appraisal report shall not be given to third parties without the prior written consent of the signatory of this appraisal report. Further, neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations media, news media, sales media or other media for public communication without the prior written consent of the signatories of this appraisal report. Nor shall the appraisers, firm, or professional organization of which the appraisers are a member or candidate be identified without written consent of the appraisers.
5. The legal description used in this report is assumed to be correct.
6. No survey of the property has been made by the appraisers and no responsibility is assumed in connection with such matters. Sketches are included only to assist the reader in visualizing the property.
7. No responsibility is assumed for matters of a legal nature affecting title to the property, nor is an opinion of title rendered. The title is assumed to be good and merchantable.
8. Information furnished by others is assumed to be true, correct, and reliable. A reasonable effort has been made to verify such information; however, no responsibility for its accuracy is assumed by the appraisers.
9. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover such factors.
10. The value estimate assumes responsible ownership and competent management.

11. Unless otherwise stated in this report, the existence of **hazardous material**, which may or may not be present on the property, was not observed by the appraisers. The appraisers have no knowledge of the existence of such materials on or in the property. The appraisers, however, are not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, hazardous or toxic wastes or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
12. There is no guarantee, written or implied, that the subject property will sell or lease for the amounts estimated herein.
13. By acceptance and use of this report, the user agrees that any monetary liability for errors, omissions or judgment of the appraisers is limited to the amount of the fee charged for the appraisal. No representations relating to the future value of the property have been made by the appraisers. The value conclusions herein are valid only as of the effective date of the appraisal and reflect the appraisers' knowledge of market conditions as of that date. Anyone acting in reliance upon the opinions, judgments, conclusions, or data contained herein, who has the potential for monetary loss due to the reliance thereon, is advised to secure an independent review and verification of all such conclusions and/or facts. The user agrees to notify the appraisers, prior to any irrevocable loan or investment decision, of any error which could reasonably be determined from a thorough and knowledgeable review.
14. An appraisal is only one tool in the loan underwriting process. No loans should be made in reliance upon any appraisal without thorough credit and risk evaluation. The credit, financial capacity, and management ability of individual developer/owners have a significant impact upon the value of real property. The property is appraised as having knowledgeable ownership and competent management. If utilized for loan underwriting purposes, the lender bears the responsibility for verification of facts relating to the property and for prudent underwriting.
15. All **encumbrances**, including mortgages, liens, leases, and servitudes, were disregarded in this valuation unless specified in the report. It was recognized, however, that the typical purchaser would likely take advantage of the best available financing, and the effects of such financing of property value were considered.
16. The **Americans with Disabilities Act (ADA)** became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.
17. Unless otherwise stated in this report, the existence of **wetlands**, which may or may not be present on the property, was not observed by the appraisers. The appraisers have no knowledge of the existence of wetlands on the property. The appraisers, however, are not qualified to detect wetlands whose presence is not obvious. The presence of wetlands may affect the value of the property. The value estimate is predicated on the assumption that there are no wetlands on the property that would cause a loss in value. No responsibility is

assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

AREA DEMOGRAPHICS

Smith County is a county in the U.S. state of Texas. As of the 2010 census, its population was 209,714.^[1] Its county seat is Tyler.^[2] Smith County is named for James Smith, a general during the Texas Revolution.

Smith County is part of the Tyler, TX Metropolitan Statistical Area as well as the Tyler-Jacksonville, TX Tyler-Jacksonville Combined Statistical Area.

Smith County, Texas



Smith County Courthouse in Tyler



Seal



Location in the U.S. state of Texas



Texas's location in the U.S.

Founded	July 1846
Seat	Tyler
Largest city	Tyler
Area	
• Total	950 sq mi (2,460 km ²)
• Land	921 sq mi (2,385 km ²)
• Water	28 sq mi (73 km ²), 3.0%
Population	
• (2010)	209,714
• Density	228/sq mi (88/km ²)
Congressional district	1st
Time zone	Central: UTC-6/-5
Website	www.smith-county.com

History



Smith County veterans display, the Wall of Memories, in the Tyler Plaza



Confederate States of America memorial in Tyler Plaza



Korean War Memorial in Tyler Plaza

The first known inhabitants of the area now known as Smith County were the Caddo Indians. In July 1846 Smith County separated from the Nacogdoches District and was named for James Smith, a General of the Texas Revolution. It was at this time that Tyler was designated as the county seat.^[3]

Camp Ford was the largest Confederate Prisoner of War Camp west of the Mississippi River during the American Civil War and was where Sheriff Jim Reed of Collin County and Judge McReynolds, former chief justice of the district, were seized and lynched by "Regulators." The original site of the Camp stockade is now a public historic park, owned by Smith County, Texas, and managed by the Smith County Historical Society. The park

contains a kiosk, paved trail, interpretive signage, a cabin reconstruction, and a picnic area. It is located on Highway 271, 0.8 miles north of Loop 323.

The Smith County Historical Society, a 501(c) (3) non-profit organization, was founded in 1959 by individuals and business firms dedicated to discovering, collecting and preserving data, records and other items relating to the history of Smith County, Texas. More information can be found at the Smith County Historical Society Website.^[4]

Geography

According to the U.S. Census Bureau, the county has a total area of 950 square miles (2,500 km²), of which 921 square miles (2,390 km²) is land and 28 square miles (73 km²) (3.0%) is water.^[5]

The county infrastructure includes some 1,180 miles (1,900 km) of two-lane county road.

Major highways

-  Interstate 20
-  U.S. Highway 69
-  U.S. Highway 80
-  U.S. Highway 271
-  State Highway 31
-  State Highway 57
-  State Highway 64
-  State Highway 110
-  State Highway 135
-  State Highway 155
-  Loop 49
-  Loop 323

Adjacent counties

- Wood County (north)
- Upshur County (northeast)
- Gregg County (east)
- Rusk County (southeast)
- Cherokee County (south)
- Henderson County (southwest)
- Van Zandt County (northwest)

Demographics

Historical population

Census	Pop.	%±
1850	4,292	—
1860	13,392	212.0%
1870	16,532	23.4%
1880	21,863	32.2%
1890	28,324	29.6%
1900	37,370	31.9%
1910	41,746	11.7%
1920	46,769	12.0%
1930	53,123	13.6%
1940	69,090	30.1%
1950	74,701	8.1%
1960	86,350	15.6%
1970	97,096	12.4%
1980	128,366	32.2%
1990	151,309	17.9%
2000	174,706	15.5%
2010	209,714	20.0%
Est. 2016	225,290 ^[6]	7.4%

U.S. Decennial Census^[7]
1850–2010^[8] 2010–2014^[1]

As of the census^[9] of 2010, there were 209,714 people and 76,427 households residing in the county. The population density was 227.6 people per square mile (73/km²). There were 87,309 housing units. The racial makeup of the county was 70.1% White, 17.9% Black or African American, 0.5% American Indian and Alaska Native, 1.2% Asian, and 2.0% persons reporting two or more races. 17.2% of the population was Hispanic or Latino of any race.

There were 76,427 households, out of which 34.8% had children under the age of 18 living with them, 51.8% were married couples living together, 13.3% had a female householder with no husband present, and 30.7% were non-families. 25.3% of all households were made up of a householder living alone. The average household size was 2.60 and the average family size was 3.13.

The median income for a household in the county was \$46,139. The per capita income for the county was \$25,374. About 15.4% of families and 13.80% of the population were below the poverty line.

In the county, the population was spread out with 26.60% under the age of 18, 9.80% from 18 to 24, 27.40% from 25 to 44, 22.10% from 45 to 64, and 14.10% who were 65 years of age or older. The median age was 36 years. For every 100 females there were 92.10 males. For every 100 females age eighteen and over, there were 87.90 males.

Politics

Presidential Elections Results ^[10]			
Year	Republican	Democratic	Third Parties
2016	69.5% 58,930	26.3% 22,300	4.2% 3,538
2012	72.0% 57,331	27.0% 21,456	1.0% 814
2008	69.4% 55,187	29.8% 23,726	0.8% 648
2004	72.5% 53,392	27.1% 19,970	0.4% 302
2000	71.5% 43,320	27.2% 16,470	1.4% 834
1996	60.0% 32,171	34.1% 18,265	6.0% 3,207
1992	47.0% 27,753	29.7% 17,514	23.3% 13,739
1988	64.7% 34,658	34.9% 18,719	0.4% 215
1984	72.6% 40,740	27.1% 15,227	0.3% 152

1980	64.6% 28,236	34.0% 14,838	1.4% 626
1976	56.6% 22,238	42.9% 16,856	0.5% 181
1972	74.4% 23,671	25.3% 8,041	0.4% 115
1968	39.5% 12,079	29.1% 8,897	31.4% 9,595
1964	50.9% 12,960	49.0% 12,474	0.2% 38
1960	57.8% 12,042	40.8% 8,494	1.4% 285
1956	65.2% 12,255	34.4% 6,468	0.4% 69
1952	56.4% 10,947	43.5% 8,450	0.1% 13
1948	28.1% 3,181	57.2% 6,473	14.6% 1,655
1944	9.8% 936	69.9% 6,671	20.3% 1,931
1940	14.2% 1,557	85.7% 9,410	0.1% 8
1936	8.5% 660	91.4% 7,116	0.2% 12
1932	9.2% 750	90.5% 7,424	0.3% 27
1928	59.9% 3,493	40.2% 2,343	
1924	18.9% 1,079	78.2% 4,473	3.0% 171
1920	15.1% 707	63.5% 2,965	21.4% 1,001
1916	22.2% 773	69.6% 2,422	8.2% 286
1912	14.9% 485	59.6% 1,936	25.5% 827

Smith County is a powerfully Republican county: along with Panola and Gregg it was one of only three East Texas counties carried by Barry Goldwater in 1964. The last Democrat to carry Smith County was Harry S. Truman in 1948.^[11] Although recent Republican figures do not rival the 90 percent or more common in Panhandle counties since the turn of the millennium, no Democrat has gained 30 percent of the county's vote in the past five elections, and the last to gain over 40 percent was Jimmy Carter in 1976.

Smith County is represented in the Texas House of Representatives by Matt Schaefer (R) of Tyler and the Texas Senate by Senator Kevin Eltife (R). Its U.S. representative is Louie Gohmert (R).

Government and infrastructure

The county infrastructure includes some 1,180 miles (1,900 km) of two-lane county road. Seventy percent of these county roads were rated "bad" or "poor" in 2004. The county Commissioners Court appointed a new county engineer in 2005 and initiated an aggressive reconstruction campaign. After the election of 2006, this reconstruction

campaign was cut back by the Commissioners Court. During this period a controversial pay increase for commissioners and the county judge was passed by a 3-2 vote. After heated protests from the public the pay rates were eventually rolled back, and new legislation was proposed in the state legislature to prohibit commissioners and county judges from authorizing raises for themselves during their first term of office.

Officials

Twenty-eight elected officials serve Smith County citizens (County Auditor is not an elected position):

Official	Function
County Judge	County administration (as presiding member of the Commissioners Court) and judicial jurisdiction
Commissioners (four, one per precinct)	County administration (Commissioners Court)
Sheriff	Security and law enforcement
District Attorney	Law enforcement and criminal prosecution
Constables (five, one per precinct)	Law enforcement
Justices of the Peace (five, one per precinct)	Judicial/Legal jurisdiction
District Clerk	Judicial support to district courts
County Clerk	Clerk of record for the county
County Tax Assessor-Collector	Collector of property taxes and special fees
County Treasurer	County's chief banker
County Court at Law Judges (three)	Judicial/Legal jurisdiction
District Judges (four)	Judicial/Legal jurisdiction

Education

The following school districts serve school-age children in Smith County:

- Arp Independent School District
- Bullard Independent School District (also partially in Cherokee County)
- Chapel Hill Independent School District
- Gladewater Independent School District (also partially in Gregg County and Upshur County)
- Lindale Independent School District (also partially in Van Zandt County)
- Troup Independent School District (also partially in Cherokee County)

- Tyler Independent School District
- Van Independent School District (also partially in Van Zandt County)
- Whitehouse Independent School District
- Winona Independent School District

Those wishing to attend institutions of higher learning in the area can attend:

- Tyler Junior College
- Texas College
- University of Texas at Tyler

Media

Smith County is part of the Tyler/Longview/Jacksonville DMA. Local media outlets are: KLTV, KTRE-TV, KYTX-TV, KFXK-TV, KCEB-TV, and KETK-TV.

KTBB, an AM radio station based in Tyler, provides a news-talk format to the area.

The daily *Tyler Morning Telegraph* is the primary newspaper in the county, based in Tyler. Coverage of the area can also be found in the *Longview News-Journal*, published in Longview, in Gregg County.

Communities

Cities

- Arp
- Hideaway
- Lindale
- New Chapel Hill
- Noonday
- Overton (mostly in Rusk County)
- Troup (small part in Cherokee County)
- Tyler (county seat)
- Whitehouse

Towns

- Bullard (small part in Cherokee County)
- Winona

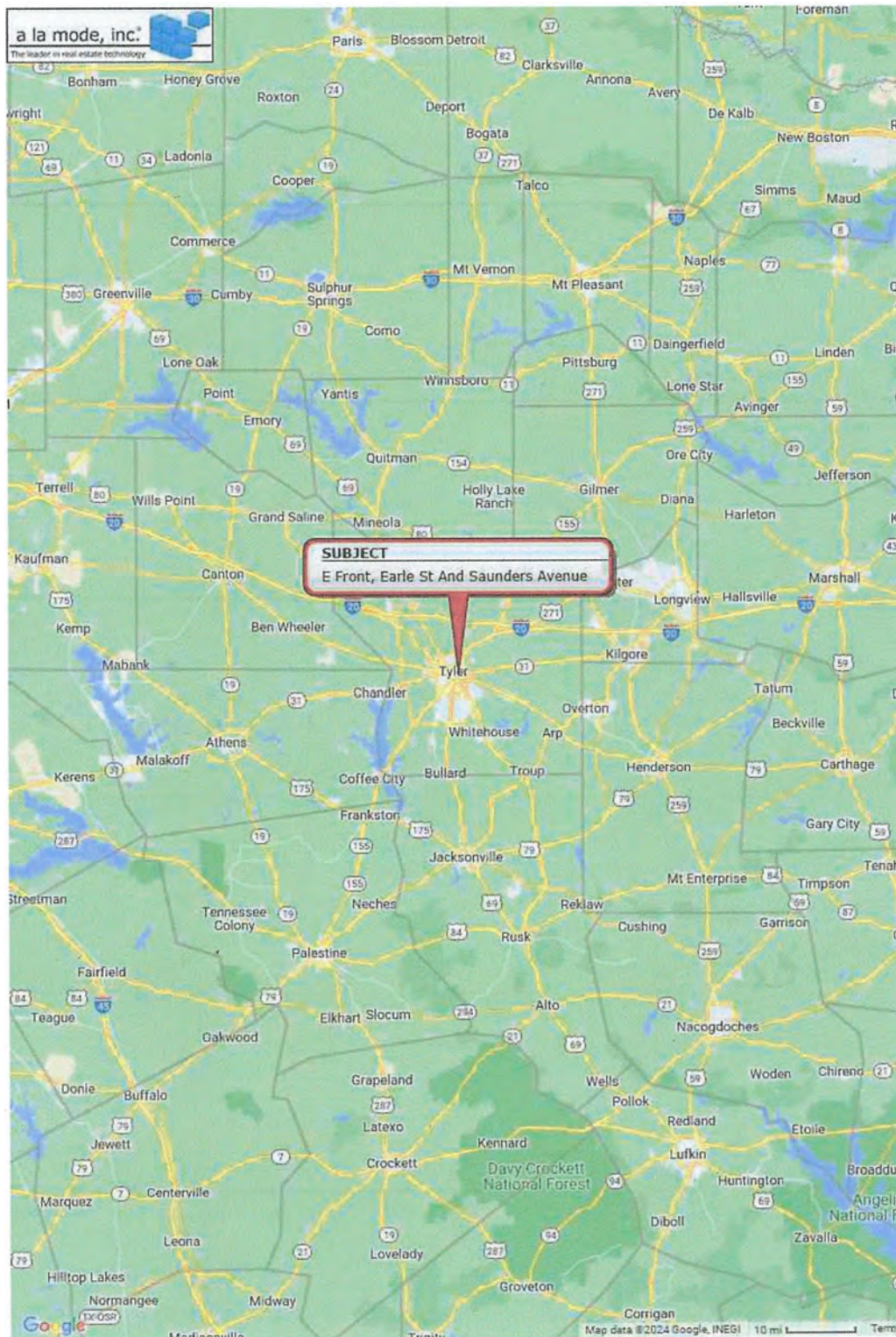
Census-designated place

- Emerald Bay

Unincorporated communities

- Antioch
- Bascom
- Blackjack
- Bostick
- Browning
- Carroll
- Chapel Hill
- Copeland
- Dogwood City
- Elberta
- Flint
- Garden Valley
- Gresham
- Jamestown
- Lee Spring
- Midway
- Mount Sylvan
- New Harmony
- New Hope
- Omen
- Owentown
- Pine Springs
- Pine Trail Estates
- Red Springs
- Salem
- Sand Flat
- Shady Grove
- Sinclair City
- Starrville
- Swan
- Teaselville
- Thedford
- Walnut Grove
- Waters Bluff
- Wood Springs
- Wright City

AREA MAP



Real Estate Appraisal Service, Inc., P. O. Box 132420, Tyler, TX 75713
James E. Justice, MAI
903-877-4224 -- 903-877-4510 - Fax

NEIGHBORHOOD ANALYSIS

Tyler is a city in the U.S. state of Texas and the largest city and county seat of Smith County.^[6] It is also the largest city in Northeast Texas. With a 2020 census population of 105,995,^[7] Tyler was the 33rd most populous city in Texas and 299th in the United States. It is the principal city of the Greater Tyler metropolitan statistical area, which is the 198th most populous metropolitan area in the U.S. and 16th in Texas after Waco and the College Station–Bryan areas, with a population of 233,479 in 2020.^[8]

The city is named for John Tyler, the tenth President of the United States. In 1985, the international Adopt-a-Highway movement began in Tyler. After appeals from local Texas Department of Transportation officials, the local Civitan International chapter adopted a two-mile (three kilometer) stretch of U.S. Route 69 to maintain. Drivers and other motorists traveling on this segment of U.S. 69 (between Tyler and nearby Lindale) will see brown road signs that read, "First Adopt-A-Highway in the World".

Tyler is known as the "Rose Capital of America" (also the "Rose City" and the "Rose Capital of the World"),^[9] a nickname it earned from a long history of rose production, cultivation, and processing. It is home to the largest rose garden in the United States, a 14-acre public garden complex that has over 38,000 rose bushes of at least 500 different varieties.^[10] The Tyler Rose Garden is also home to the annual Texas Rose Festival which attracts thousands of tourists each October.^[10]

As Northeast Texas and Smith County's major economic, educational, financial, medical and cultural hub, Tyler is host to more than 20,000 higher-education students; the University of Texas at Tyler; a university health science center; and regional hospital systems. It is also the headquarters for Brookshire Grocery Company, Cavender's, Southside Bank,^{[11][12]} and Synthesizers.com. Other corporations with major presence within the city and surrounding area include AT&T, T-Mobile US, Cricket Wireless and Metro by T-Mobile, Chase Bank, BBVA, Best Buy, and Walmart. Tyler is also home to the Caldwell Zoo and Broadway Square Mall.

Tyler, Texas
City
City of Tyler



Clockwise from top: Downtown, Caldwell Auditorium, the KLTV headquarters, Smith County Courthouse, City Hall



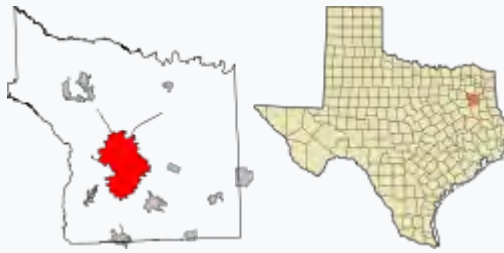
Wordmark

Nickname(s):

Rose City, Rose Capital, Rose Capital of America

Motto(s):

A Natural Beauty



Location in Smith County and the state of Texas

Coordinates: 

32°21'03"N 95°18'02"WCoordinates: 
32°21'03"N 95°18'02"W

Country	 United States
State	 Texas
County	Smith

Founded	1846
Named for	John Tyler, 10th U.S. president

Government

• Mayor	Don Warren (R)
• City Council	show

Members

• City Manager	Edward Broussard
-----------------------	------------------

Area

[1]

• City	57.97 sq mi (150.15 km ²)
• Land	57.45 sq mi (148.81 km ²)
• Water	0.52 sq mi (1.34 km ²)

Elevation	544 ft (165 m)
------------------	----------------

Population
(2020)^[2]

• City	105,995
• Estimate (2021) ^[3]	107,192
• Rank	US: 281st
• Density	1,862.10/sq mi (718.95/km ²)
• Urban	130,247 (US: 247th)
• Metro	233,479 (US: 200th)
Demonym(s)	Tylerite
Time zone	UTC−6 (CST)
• Summer (DST)	UTC−5 (CDT)
ZIP codes	757xx
Area code(s)	430, 903
FIPS code	48-74144 ^[4]
GNIS feature ID	1348998 ^[5]
U.S. routes	
Major state highways	
Primary airport	Tyler Regional Airport
Website	www.cityoftyler.org

History

Legal recognition of Tyler was initiated by an act of the state legislature on 11 April 1846. The Texas government created Smith County and authorized a county seat.

The first plat designated a 28-block town site centered by a main square within a 100-acre (40 ha; 0.16 sq mi) tract acquired by Smith County on 6 February 1847. The new town was named for President John Tyler, who advocated for the annexation of Texas by the United States. A log building on the square's north side served as a courthouse and public meeting hall until a brick courthouse displaced it in 1852. On 29 January 1850, Tyler was incorporated. Early religious and social institutions included the First Baptist church and a Methodist church, a Masonic lodge and an Odd Fellows lodge, and Tyler's first newspaper.^[13]

Though Tyler's early economy from 1847–1873 was based on agriculture, it was also well-diversified during this period. Logging was a second major industry, while complementary manufacturing included metalworking, milling wood, and leather tanning. As the seat of Smith County, the town also benefited from government activity.^[14] The local agricultural economy relied on slave labor before the Civil War.

By 1860, Tyler held over 1,000 enslaved persons, which represented 35 percent of the town's population. There was strong support for secession and the Confederacy within Tyler, as a high percentage of its residents voted for secession and many of its men joined the Confederate Army. The town was secure enough for the Confederate States of America to establish the largest ordinance plant in Texas. In 1870, Bonner and Williams established Tyler's first bank. Though both the Texas and Pacific Railroad and the International Railroad (Texas) eschewed routes through Tyler, the town gained an important rail connection when the Houston and Great Northern built a branch line in 1874.^[13]

Toward the end of the nineteenth century, fruit orchards emerged as an important business in the regional economy. Eighty percent of the county's agricultural revenue derived from cotton as it persisted as the dominant crop in the first decades of the twentieth century. Peaches were the principal fruit crop as the county fruit tree inventory surpassed one million by 1900. Disease struck the peach trees, though, and local farmers moved toward growing roses by the 1920s. Twenty years later, most of the U.S. rose supply originated in the Tyler area.^[13]

On 29 October 1895, an African American suspect named Robert Henry Hillard was burned at the stake in the Smith County Courthouse Square for the alleged murder of a nineteen-year-old white woman.^{[15][16]} Denied a trial and due process, Hillard was taken from law enforcement personnel by a white mob.^[17] Hillard's executioners were never punished. Later, two entrepreneurs combined photographs from the actual lynching with others staged with actors and sold the 16-image production as a stereographic set. One of the original sets sits in the United States Library of Congress.^[16]

In 1912, Dan Davis, an African-American man suspected of attacking a sixteen-year-old white girl named Carrie Johnson, was burned at the stake in the Smith County Courthouse Square.^{[18][19][20][16]}

In 1971, the University of Texas system established the University of Texas at Tyler and Broadway Square Mall opened in 1975.^[21] By 1980, the population grew to 70,508 and the Roman Catholic Diocese of Tyler and East Texas Islamic Society were established in the following years.^{[22][23][24]}

During the 2010 East Texas church burnings, two Tyler churches were destroyed, and historic preservation city planning began in 2016 as the population increased and the city continued development.^[25]

Geography

Tyler is located at 32°21'03"N 95°18'02"W and is 544 ft (166 m) above sea level.^[26] The city of Tyler is in the Southern United States, in Northeast Texas. It is sometimes considered part of the wider Ark-La-Tex region where Arkansas, Louisiana, and Texas meet. The city is approximately 38 mi (61 km) from Longview;^[27] 61 mi (98 km) from Marshall;^[28] 100 mi (160 km) from Dallas;^[29] 132 mi (212 km) from Texarkana;^[30] 230 mi (370 km) from the state capital of Austin;^[31] and 98 mi (158 km) from Shreveport, Louisiana.^[32]

Tyler is the county seat of Smith County, and is surrounded by many suburban communities, including Whitehouse, Lindale, New Chapel Hill, Bullard, Edom, Brownsboro, Kilgore, Flint, and Chandler. According to the United States Census Bureau, the city has an area of 57.97 sq mi (150.1 km²), of which 57.45 sq mi (148.8 km²) is land and 0.52 sq mi (1.3 km²) is covered by water. Tyler is the principal city of the Greater Tyler metropolitan area, and a principal city in the Tyler–Longview area, a conurbation of the Tyler and Longview metropolitan and combined statistical areas.^[33]

Cityscape

Tyler has a modest skyline and downtown area. Its downtown has a unique rustic architecture, mainly in Art Deco and neoclassical styles. Many architectural structures in central Tyler date from the 19th and early 20th centuries. Modernist and postmodernist era structures are also present throughout the cityscape.

Central Tyler is anchored by Brick Streets Historic District and Charnwood Residential Historic District, areas characterized by dense retail, restaurants, nightlife, and historic landmarks. Brick Streets Historic District is the largest geographic area of Tyler. It encompasses 29 blocks and primarily consists of buildings constructed in the 1900s. The district area is predominantly residential though it sometimes serves as a mix-use district. Brick Streets Historic District has brick-paved streets and stone-lined drainage channels. Nearby, Charnwood is Tyler's first historic district.^[34] It comprises 12 blocks of late 19th and early 20th century architecture.

Climate

Tyler experiences weather typical of East Texas, which is unpredictable, especially in the spring. All of East Texas has the humid subtropical climate typical of the American South.

Severe thunderstorms with heavy rain, hail, damaging winds and tornadoes occur in the area during the spring and summer months. Summer months are hot and humid, with maximum temperatures exceeding 90 °F (32 °C) an average of 91 days per year, with high to very high relative average humidity.

The record high for Tyler is 115 °F (46 °C), which occurred in 2011.^{[35][36]} The record low for Tyler is −3 °F (−19 °C), which occurred on 18 January 1930 and again on 16 February 2021 during the February 2021 North American cold wave.^[37]

Climate data for Tyler, Texas (1991–2020 normal, extremes 1883–present)													
Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year

Record high °F (°C)	87 (31)	90 (32)	92 (33)	94 (34)	102 (39)	105 (41)	108 (42)	110 (43)	109 (43)	100 (38)	88 (31)	84 (29)	110 (43)
Average high °F (°C)	57.9 (14.4)	62.6 (17.0)	70.4 (21.3)	77.3 (25.2)	83.7 (28.7)	89.9 (32.2)	93.1 (33.9)	93.6 (34.2)	87.6 (30.9)	78.1 (25.6)	66.4 (19.1)	58.8 (14.9)	76.6 (24.8)
Daily mean °F (°C)	48.2 (9.0)	52.4 (11.3)	59.6 (15.3)	66.2 (19.0)	73.7 (23.2)	80.3 (26.8)	83.4 (28.6)	83.4 (28.6)	77.4 (25.2)	67.4 (19.7)	56.7 (13.7)	49.5 (9.7)	66.5 (19.2)
Average low °F (°C)	38.5 (3.6)	42.2 (5.7)	48.7 (9.3)	55.2 (12.9)	63.7 (17.6)	70.7 (21.5)	73.6 (23.1)	73.2 (22.9)	67.2 (19.6)	56.7 (13.7)	47.0 (8.3)	40.2 (4.6)	56.4 (13.6)
Record low °F (°C)	-3 (-19)	-6 (-21)	13 (-11)	27 (-3)	37 (3)	47 (8)	51 (11)	47 (8)	36 (2)	24 (-4)	10 (-12)	0 (-18)	-6 (-21)
Average precipitation inches (mm)	3.95 (100)	4.26 (108)	4.25 (108)	3.99 (101)	4.32 (110)	4.78 (121)	2.72 (69)	2.92 (74)	3.23 (82)	4.72 (120)	3.84 (98)	4.68 (119)	47.66 (1,211)
Average precipitation days (≥ 0.01 in)	9.1	9.1	9.7	8.4	9.5	8.5	6.9	6.6	6.5	7.2	8.5	9.2	99.2
Source: NOAA ^{[38][39]}													

Demographics

Historical population		
Census	Pop.	%±
1880	2,423	—
1890	6,908	185.1%

1900	8,069	16.8%
1910	10,400	28.9%
1920	12,085	16.2%
1930	17,113	41.6%
1940	28,279	65.2%
1950	38,968	37.8%
1960	51,230	31.5%
1970	57,770	12.8%
1980	70,508	22.0%
1990	75,450	7.0%
2000	83,650	10.9%
2010	96,900	15.8%
2020	105,995	9.4%
2021 (est.)	107,192 ^[3]	1.1%
U.S. Decennial Census ^[40] 2018 Estimate ^[41]		

With a population of 2,423 at the 1880 United States census, the city of Tyler grew to become the most populous city in Northeast Texas, and 33rd most populous in Texas as of 2020. Having a census-tabulated citywide population of 105,995 at the 2020 census,^[7] its metropolitan statistical area became the largest in the region, followed by the Longview metropolitan area. The Tyler metropolitan area had 233,479 residents in 2020,^[8] and the Tyler–Longview area had an estimated population of 371,015 in 2018.

When the U.S. Census Bureau released population estimates for 2021, Tyler was estimated to have a population of 107,192 as of July 1, 2021.

Among the city's growing population, there were 46,320 households and 43,733 housing units.^[42] Of the units at the 2019 American Community Survey, 37,504 were occupied and the majority were single-unit detached homes. Tylerites had a home-ownership rate of 51.7%, and renters occupied 48.3% of the housing units from 2014 to 2019's census estimates. Owner-occupied housing units had a median cost of \$164,700, and the median cost with a mortgage was \$1,408 while houses without a mortgage had a median cost of \$487; renters paid a median of \$1,011 a month, and 1,148 rental-units had no rent paid among the population. Overall, the city of Tyler is more affordable than nearby Dallas.

A predominantly middle-class community, the city of Tyler had a median income of \$52,294 and mean income of \$75,349.^[43] Families had a median income of \$66,579; married-couple families \$85,181; and non-family households \$32,263. Down from a poverty rate of 16.7% in 2018,^[44] approximately 12.6% of the population lived at or below the poverty line in 2019.^[45]

Race and ethnicity[edit]

Racial and ethnic composition	2020^[46]	2018^[47]	2010^[48]	2000^[48]
White		70.06%		
—Non-Hispanic	47.91%	49.4%	60.51%	62.14%
African Americans	22.76%	21.8%	24.75%	26.50%
Hispanic or Latino (of any race)	22.66%	22.2%	21.17%	15.66%
Asian Americans	2.82%	3.4%	1.90%	0.98%
Pacific Islander	0.04%	0.02%	0.03%	0.04%
Two or more races	3.23%	2.0%	2.04%	1.63%
Some other race	0.33%			

As of the 2020 United States census, there were 105,995 people, 37,114 households, and 23,081 families residing in the city. According to the United States Census Bureau, the city has also diversified from being historically dominated by non-Hispanic whites to being increasingly multiracial. Immigration and white flight over the 20th century have contributed significantly to this area's demographic readjustment.^[49] At the 2010 United States census, 60.5% of the population identified as White Americans;^[4] by the 2018 American Community Survey, they made up an estimated 49.4% of the total population.^[47] Since the 2020 census, Black and African Americans, Asian Americans, multiracial Americans, and people of some other racial or ethnic identity increased to form a total of 55,210 residents against the city's 50,785 non-Hispanic whites.^[50] At least 24,023 Tylerites were Hispanic or Latino American of any race as of 2020.^[51]

Religion



Cathedral of the Immaculate Conception, see of the Roman Catholic Diocese of Tyler

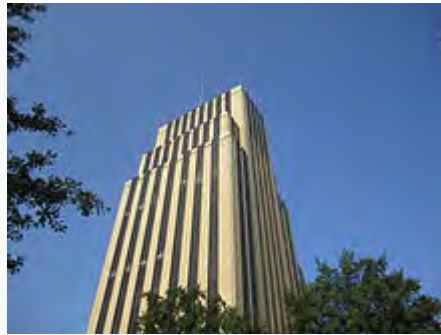
Sperling's BestPlaces determined 73.2% of Tylerites and the surrounding area identified as religious or spiritual as of 2020.^[52] As part of the Bible Belt, Protestant Christianity is the largest religious group, followed by Roman Catholic Christianity. According to the study, 31.1% of Tylerite Christians identified as Baptist, primarily affiliated with the Texas Baptists,^[53] Southern Baptist Convention,^[54] National Baptist Convention, USA, Inc, National Baptist Convention of America, and Full Gospel Baptist Church Fellowship. The Roman Catholic community of Tyler and its metropolitan area have been primarily served by the Roman Catholic Diocese of Tyler. Following, 6.6% of the population were Methodists, mainly affiliated with the United Methodist Church and African Methodist Episcopal Church.^[55]

Pentecostals formed the fourth-largest Christian group in Tyler (5.2%) and the largest Pentecostal bodies within the area as of 2020 are the Assemblies of God USA and the United Pentecostal Church, prominent Trinitarian and Oneness Pentecostal denominations.^{[56][57]} An estimated 1.2% of the religiously affiliated population were Latter-day Saints. Of the Christian population, 0.9% identified as Anglicans or Episcopalians, 0.7% Presbyterian, and 0.6% Lutheran. Roughly 13.6% of Tylerites are of another Christian faith including the Eastern Orthodox Church and Jehovah's Witnesses.^{[58][59]}

The Anglican or Episcopalian community are divided between the Episcopal Church in the United States and Anglican Church in North America. The Episcopal Church USA-affiliated Episcopal Diocese of Texas has congregations in Tyler. The Anglican Church in North America also has congregations in Tyler and its metropolitan area. The Diocese of Mid-America is the ACNA's diocese in Tyler, consisting of one church as of 2020.^[60] This diocese is also a member of the Reformed Episcopal Church. Presbyterian and Lutheran bodies operating in the area include the Presbyterian Church (USA) and Presbyterian Church in America,^[61] and the Lutheran Church (Missouri Synod) and North American Lutheran Church.^{[62][63]} The Eastern Orthodox community is served by the Orthodox Church in America's Diocese of the South with its headquarters in nearby Dallas.

Per Sperling's BestPlaces, approximately 0.1% of the city's population affiliated with Judaism compared to the state average of 0.2%, and 0.4% of the area identified as Muslims. The area's Islamic community is affiliated with the East Texas Islamic Society.^[64]

Economy



People's Petroleum building in downtown Tyler



Chamber of Commerce office in downtown Tyler

In addition to the city's role in the rose-growing industry, Tyler is the headquarters for Brookshire Grocery Company, which operates Brookshire's, Fresh, Super 1 Foods, and Spring Market supermarkets in the Ark-La-Tex and parts of Dallas-Fort

Worth.^[65] The company's main distribution center is in south Tyler, while SouthWest Foods, a subsidiary that processes dairy products, is just northeast of the city.

The city and metropolitan area also has a growing manufacturing sector including: Tyler Pipe, a subsidiary of McWane Inc. that produces soil and utility pipe products; Trane Technologies Inc., formerly a unit of American Standard Companies, which manufactures air conditioners and heat pumps (this plant was originally built in 1955 by General Electric); Delek Refining, an Israeli-owned oil refinery formerly La Gloria Oil and Gas Co (a Crown Central Petroleum subsidiary); PCSFerguson, an operating company of Dover Corporation that specializes in equipment for the measurement and production of natural gas using the plunger lift method; DYNAenergetics Tyler Distribution Center, part of DYNAenergetics USA, which manufactures perforating equipment and explosives for the oil and gas industry; and Vesuvius USA, a manufacturer of refractory ceramics used in the steel industry.

According to the city's 2012–2013 Comprehensive Annual Financial Report,^[66] the city's top ten employers were:

#	Employer	# Of Employees
1	Trinity Mother Frances Health System	3,775
2	UT Health - Tyler	3,153
3	Brookshire Grocery Company	2,599
4	Tyler Independent School District	2,468
5	Trane Technologies	1,500
6	SuddenLink	1,500
7	Walmart	1,311
8	The University of Texas at Tyler	1,121

9	UT Health - Tyler (north campus)	925
10	Tyler Junior College	862

Recreation and tourism



Caldwell Zoo entrance

Annually, the Texas Rose Festival draws thousands of tourists to Tyler.^[67] The festival, which celebrates the role of the rose-growing industry in the local economy, is held in October and features a parade, the coronation of the Rose Queen, and other civic events. The Rose Museum features the history of the Festival. Tyler is also home to Caldwell Zoo, several local museums, Lake Palestine, Lake Tyler, and numerous golf courses and country clubs.^[68] A few miles away in Flint, Texas is The WaterPark @ The Villages, a year-round, indoor water park.

There is also an "Azalea Trail" in Tyler, which consists of two officially designated routes within the city that showcase homes or other landscaped venues adorned with azalea shrubs.^[69] The Azalea Trail also is home to the long-standing tradition of the Azalea Belles. The official greeters of the Azalea Trail are known as the Azalea Belles, young women from the Tyler area who dress in antebellum gowns. The belles are chosen each year from area high schools or home school families.

Tyler State Park, a few miles north of the city limits, attracts visitors with opportunities to camp, canoe, and paddle boat on the lake. Other available pastimes include picnicking, boating (motors allowed – 5 mph speed limit), boat rentals, fishing, birding, hiking, mountain biking, hiking trails, lake swimming (in unsupervised swimming area), and nature study.

The Smith County Historical Society operates a museum and archives in the old Carnegie Library.^[70] The East Texas State Fair is held annually in Tyler.^[71] Harvey Convention Center, the largest building at Tyler's fairgrounds is slated for demolition in August 2021.^[72] Lake Tyler was the location of the HGTV Dream Home contest in 2005. The 6,500 sq ft (600 m²) house helped to boost tourism and interest in the community and

surrounding areas. It was subsequently sold at public auction in January 2008, for US\$1,325,000 (equivalent to \$1,667,616 in 2021).^[73]

Historical



The Smith County Historical Society building is across the street from the Tyler Public Library

Tyler has a Cotton Belt Railroad Depot Museum near the Chamber of Commerce office.

Individuals and business firms dedicated to discovering, collecting, and preserving data, records, and other items relating to the history of Smith County, Texas, founded The Smith County Historical Society, a 501(c)(3) non-profit organization, in 1959. The society operates a museum and archives in the former Carnegie Public Library building in downtown Tyler. Permanent museum exhibits include life-size dioramas of Smith County history, with topics ranging from the Caddo Indians to the 20th century.

Other items from the society's collections are showcased in revolving, temporary exhibits. The society's archival library contains historical artifacts of Smith County, including newspapers, city directories, school records, photographs, maps, historical papers, and rare books. The archives are open to the public for research on a limited schedule with volunteer staff on duty. The society is also the official caretaker of Camp Ford Historic Park.

Camp Ford was the largest Confederate Prisoner of War camp west of the Mississippi River during the American Civil War. The original site of the camp stockade is a public historic park managed by the Smith County Historical Society.^[74] The park contains a kiosk, paved trail, interpretive signage, a cabin reconstruction, and a picnic area. It is on Highway 271, 0.8 mi (1.3 km) north of Loop 323.

Sports

College and university teams



UT Tyler women's basketball team

- University of Texas at Tyler Patriots (NCAA Division II)
- Texas College Steers (HBCU)
- Tyler Junior College Apaches (NJCAA)

Baseball teams

- Tyler Elbertas (1912)
- Tyler Trojans (1924–1929, 1931, 1935–1940, 1946–1950)
- Tyler Sports (1932)
- Tyler Governors (1933–1934)
- Tyler East Texans (1950–1953)
- Tyler Tigers (1954–1955)
- Tyler Wildcatters (1994–1997)
- Tyler Roughnecks (2001)^[75]

Football

- East Texas Twisters (2004)^[76]

Road races

- Fresh 15 Road Race (Annual)

Soccer

- Tyler FC (2016–Present)^[77]

Government

Local government



City Hall

According to the city's 2009 Comprehensive Annual Financial Report, the city's various funds had \$87.7 million in revenues, \$101.7 million in expenditures, \$49.2 million in total assets, \$12.3 million in total liabilities, and \$17.6 million in cash in investments.^[78]

The Northeast Texas Public Health District is a political subdivision under the State of Texas established by the City of Tyler and Smith County.^[86] In place for nearly 70 years, the Health District became a separate entity in 1994, with an administrative Public Health Board. With a stated vision "To be the Healthiest Community in Texas", the district has a full-time staff of over 130 employees. The Health District has a broad range of services and responsibilities dedicated to their mission: "To Protect, Promote, and Provide for the Health of Our Community."

State government.



Smith County Courthouse

Tyler is represented in the Texas Senate by Republican Bryan Hughes, District 1, and in the Texas House of Representatives by Republican Matt Schaefer, District 6. The Texas Twelfth Court of Appeals is in Tyler.^[87] The Texas Department of Criminal Justice operates the Region I Parole Division Office and the Tyler District Parole Office in Tyler.^[88]

Federal government

The two U.S. senators from Texas are Republicans John Cornyn and Ted Cruz. Tyler is part of Texas's 1st congressional district, which is currently represented by Republican Louie Gohmert. The United States Postal Service operates several post offices in Tyler, including Tyler,^[89] Azalea,^[90] Southeast Crossing,^[91] and the South Tyler Annex.^[92]

Education



John Tyler High School



Caldwell Elementary School Arts Academy

Colleges and universities

Tyler's higher education institutions include the University of Texas at Tyler and the University of Texas Health Center at Tyler, both part of the University of Texas System, as well as Texas College, the city's only HBCU, and Tyler Junior College.

Primary and secondary schools

Public primary and secondary education for much of the city is provided by the Tyler Independent School District, which includes high schools Tyler High School (previously known as John Tyler High School) and Tyler Legacy High School (previously known as Robert E. Lee High School), as well as Tyler ISD Early College High School, Premier High School of Tyler, a public charter school (Cumberland Academy). Several Tyler schools offer international baccalaureate and advanced placement programs.^[93]

Tyler is also home to the University of Texas at Tyler University Academy at Tyler, a K–12 public charter operated by the University of Texas at Tyler since 2012 that offers university courses to students in grades 9–12.

Portions of incorporated Tyler are served by surrounding school districts. These include sections of southeast Tyler, served by the Whitehouse Independent School District, and

some sections in the east which are served by the chapel Hill Independent School District.

Private schools

There are also private schools in Tyler, including Grace Community School (Texas), All Saints Episcopal School, Seventh-day Adventist Church School, King's Academy Christian School, Kingdom Life Academy (in the same building but not affiliated with King's Academy), Christian Heritage School, East Texas Christian Academy, and Good Shepherd Reformed Episcopal School. The Brook Hill School in nearby Bullard, TX is also served by the Tyler Independent School District. The Tyler Catholic School System of the Catholic Diocese of Tyler consists of St. Gregory Cathedral School and Bishop Thomas K. Gorman Regional Catholic Middle and High School.^[94]

Media

Tyler has twenty-four media outlets and one newspaper. There are many others in the surrounding area.

Newspaper

- Tyler Morning Telegraph

Television

VHF/UHF Channel	Call Letters	Network
7	KLTV	ABC/Telemundo
19	KYTX	CBS/CW
51	KFXK-TV	FOX/MyNetworkTV
54	KCEB	Azteca America
56	KETK	NBC

Radio

AM stations

Frequency	Call Letters	Format	Name
600	KTBB	News/Talk	
1330	KGLD	Gospel	The Light
1490	KYZS	Classic Hits	K-DOK (relay of KDOK Kilgore)

FM stations

Frequency	Call Letters	Format	Name
88.7	KZLO	Christian Contemporary	KLOVE
89.5	KVNE	Christian Contemporary	Encouragement FM
91.3	KGLY	Religious	Lift 91.3
92.1	KRWR	Sports	92.1 The Team
93.1	KTYL	Hot Adult Contemporary	Mix 93.1
94.3	KZWL	Christian Teaching	The Well
96.1	KKTX	Classic Rock	Classic Rock 96.1

Frequency	Call Letters	Format	Name
96.7	KOYE	Regional Mexican	La Invasora
97.5	KTBB-FM	News/Talk	KTBB
99.3	KAPW	Spanish Pop	Mega 99.3
101.5	KNUE	Country	Today's Country 101.5 KNUE
102.3	KLFZ	Spanish Christian	Fuzión 102.3
102.7	KBLZ	Urban Contemporary	102.7 The Blaze
104.1	KKUS	Classic Country	104.1 The Ranch
106.5	KOOI	Variety Hits	106.5 Jack FM
107.3	KISX	Urban Adult Contemporary	107.3 Kiss-FM

Healthcare

Hospitals in Tyler include UT Health Tyler, Trinity Mother Frances Health System, UT Health North Campus Tyler, and Texas Spine & Joint Hospital. There are also many clinics including the Direct Care Clinic.

Transportation



Aerial photo of Tyler Pounds Regional Airport

The most common form of transportation is the motor vehicle. Tyler is a nexus of several major highways. Interstate 20 runs along the north edge of the city going east and west, U.S. Highway 69 runs north–south through the center of town and State Highway 64 runs east–west through the city. Tyler also has access to U.S. Highway 271, State Highway 31, State Highway 155, and State Highway 110. Loop 323 was established in 1957 and encircles the city, which has continued to grow outside of this loop. Loop 49 is a limited access "outer loop" around the city and currently runs from State Highway 110 south of Tyler to US 69 northwest of Tyler near Lindale. Loop 124 is 1.524 mi (2.453 km) in length.

Public transportation



Tyler Transit shuttle

Tyler Transit provides customers with public transportation service within the City of Tyler. The buses run daily, excluding Sundays and holidays. Tyler Transit offers customers the option to purchase tickets, tokens, or passes at the Tyler Transit office, at 210 E. Oakwood Street inside the Cotton Belt Railroad Depot at the main transfer point. The City of Tyler paratransit service is a shared-ride, public transportation service. Requests for service must be made the day before the service is needed. Trips can be scheduled up to 14 days in advance. ADA compliant paratransit service is provided to all origins and destinations within the service area defined as the city limits of Tyler.^[95] Greyhound Lines bus service is available through a downtown terminal.

Air

Tyler Pounds Regional Airport offers service to and from Dallas–Fort Worth International Airport and Denver International Airport via American Eagle and Frontier,

respectively. While American Eagle provides service with Embraer ERJ-135 and ERJ-145 regional jets, Frontier operates with Airbus A320 mainline jet aircraft, Europe's own equivalent to the Boeing 737. General Aviation services are provided by two fixed-base operators, Johnson Aviation and the Jet Center of Tyler.

Train

Tyler was the hub for a series of short-line railroads which later evolved into the St. Louis Southwestern Railway, better known as "The Cotton Belt Route," with the city last being a stop on the unnamed successor to the *Morning Star* between St. Louis and Dallas.^[96] This line later became part of the Southern Pacific Railroad, which itself merged with the Union Pacific Railroad, which continues to serve the city today with freight traffic. No passenger train service to Tyler has occurred since April 1956, but Amtrak's *Texas Eagle* runs through the city of Mineola, a short distance north of Tyler.

Walkability

A 2014 study by Walk Score ranked Tyler with a walkability score of 32 (out of 100) with some amenities within walking distance.^[97]

Notable events

- Fragments of the Space Shuttle *Columbia* landed near Tyler in 2003, following the breakup of it in the atmosphere.
- On the evening of 2009, a fire engulfed several historic buildings in downtown Tyler. Eight different fire departments responded to the fire.^[98]
- The 1982 Supreme Court case Plyler v. Doe, which prohibited denying schooling to immigrant children, originated in the Tyler Independent School District.^[99]
- The Tyler courthouse shooting occurred in 2005, when David Arroyo fatally shot his ex-wife and a man in the Tyler Square inside the Smith County Courthouse.

Sister cities

Tyler's sister cities are:^[100]

-  Lo Barnechea, Chile.
-  Jelenia Góra, Poland
-  Liberia, Costa Rica
-  San Miguel de Allende, Mexico
-  Yachiyo, Japan
- Cotton Belt Depot Train Museum
- List of museums in East Texas
- Tyler Museum of Art

- Whitaker-McClendon House

Within a community, there is a marked tendency toward the grouping of land uses. The areas devoted to these various uses are physical neighborhoods. A neighborhood is defined as "a portion of a larger community in which there is a homogeneous grouping of inhabitants, buildings, or business enterprises. Inhabitants of a neighborhood usually have a more than casual community of interest. Neighborhood boundaries may consist of well defined natural or man-made barriers, or they may be more or less well defined by a distinct change in land use, or in the character of the habitants" (Byrl M. Boyce, Ph.D., SRPA, ed., Real Estate Appraisal Terminology, R.E., p. 172).

A neighborhood may be characterized by such uses as residential, commercial, industrial, recreational, agricultural, cultural, any civic activities, or a mixture of these uses. Analysis of the neighborhood in which a particular property is located is important due to the fact that the various economic, social, physical and political forces which affect the neighborhood also directly influence the individual properties located within it.

Basically, the subject neighborhood is considered to be the northeastern portion of the City of Tyler in Smith County. The immediate area is a commercial/residential market area in the northeastern portion of the City of Tyler.

The subject's neighborhood is considered to be in a developing state with modest amounts of vacant land for continued future development. The area is generally characterized by commercial development along major thoroughfares with supporting single-family residential developments to the north and west.

The neighborhood has good access from all parts of Smith County with an interconnecting road system and IH 20 the major east / west thoroughfare that traverses Smith County. US 69, US 271, SH 64, SH 31, SH 155 and SH 110 offers easy access to other communities and areas of East Texas and the Dallas - Ft. Worth area to the west. Principal arteries are primarily 2 to 4 lane thoroughfares, with the two roadways having a center turn lanes in the denser populated area. They are of asphalt construction with some concrete curbs and gutters.

The subject neighborhood has been one of the region's slower growing areas since the mid 90's with residential expansion and the addition of new commercial sites along US 69 and the suburban area to the south. The expansion of commercial ventures, the area secondary highway system in the area has added stability to the neighborhood.

Four Forces that Influence Value:

The various characteristics of a neighborhood must be examined as they reveal changing influences that may have affected value trends in the past and may affect values in the future. The major forces may be broken down into the Social, Governmental, Environmental and Economic considerations, which are discussed below.

Social Considerations:

The subject neighborhood as described above represents an urban area with commercial and residential subdivision properties. This area is located south of Loop 323 and east of South Broadway and east of the downtown area and is supported by interconnecting roads and highways. As is typical in urban neighborhoods, employment centers and supportive retail and service uses coexist with residential uses in homogeneous groupings, with industrial uses typically located along major thoroughfares or within access of these thoroughfares, buffered from surrounding single-family residential uses generally by vacant land.

Economic Considerations:

As in most of the agricultural-related areas of Texas, property values in the neighborhood escalated during the first half of the 2000's. This was in response to a perception of increased potential for higher intensity land uses and shortening supply of developable land. Rents for most types of properties increased quickly as well. These factors contributed to increased speculative investor activity in the area until the mid-2010's when a sharp drop in oil prices coupled with the reality of the magnitude of oversupply of various types of property and a general economic slowdown brought construction and development to a virtual halt.

Currently, in keeping with moderation in economic conditions on an area-wide basis, investor speculation has subsided. All developmental areas of real estate have been affected from past inventories, moderating property values and the area wide economic recovery has ensued. Currently, there is an upward pressure on rents, and a modest increasing demand.

The data provided supports the conclusion that the subject neighborhood is still expected to be a modestly expanding area, with well-dispersed income stratification, and a healthy ratio of middle-income households.

Governmental Considerations:

This section of the county has seen commercial and residential development, with supporting retail/office and commercial usages within easy access in the community. All necessary services are available including utilities, law enforcement and fire protection, as well as community services such as social organizations, parks and recreation facilities, etc. Taxes are considered on par with other areas and communities in the East Texas area.

Environmental Considerations:

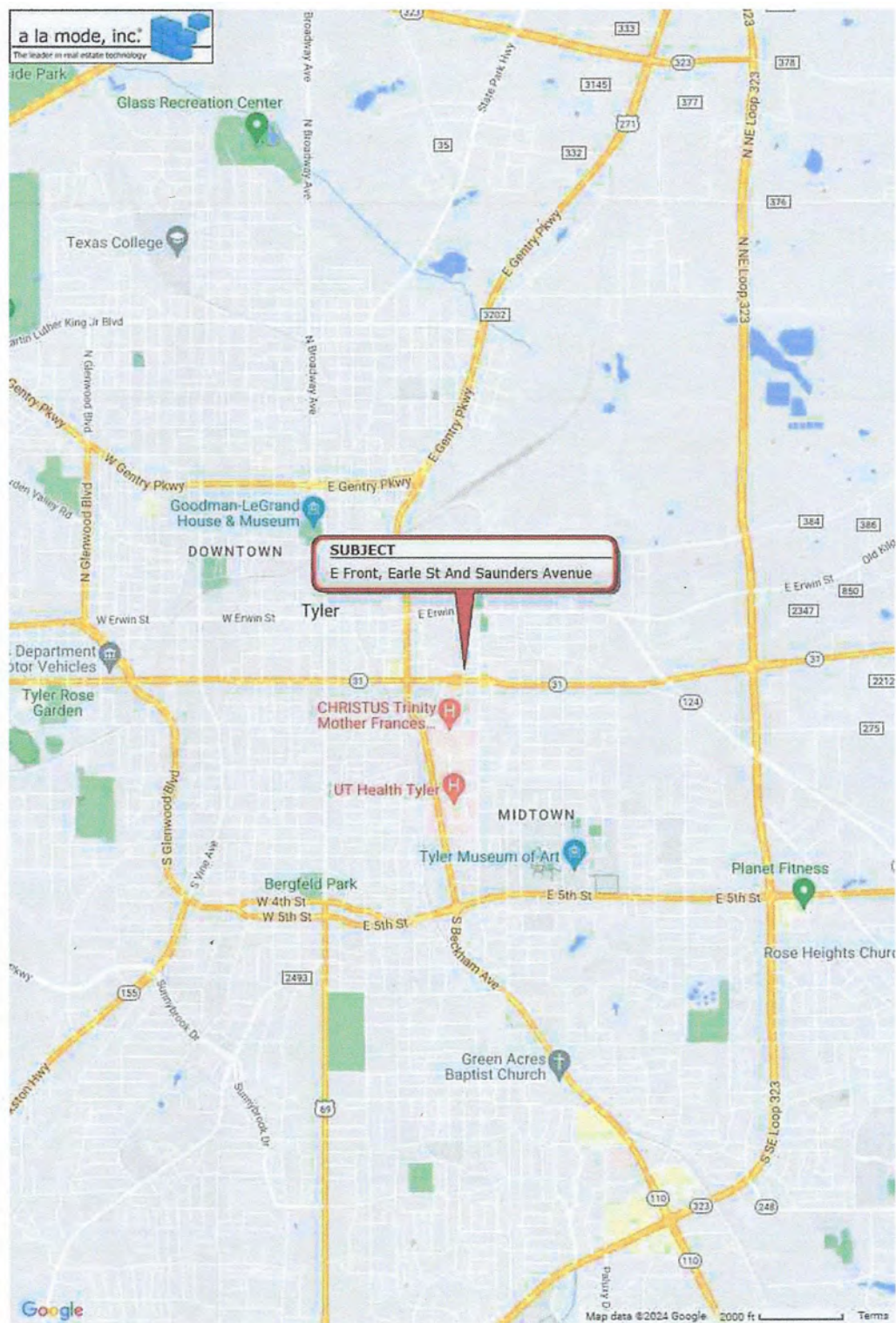
Detrimental influences, nuisances and hazards in the neighborhood would appear to be related primarily to the current economic situation confronting the East Texas area as a

whole. Natural influences, such as tornadoes or storms, have not historically affected investment decisions in the neighborhood. However, reviving economic conditions have strongly influenced neighborhood and developmental activity due to the recent upswing in the region's economy. No adverse environmental influences intrinsic to the area were noted.

Summary and Conclusions:

As previously mentioned, the subject neighborhood is an urban area supplemented with light industrial, commercial, residential, and recreational properties. Even so, until the last twelve to twenty-four months, new construction has been moderate, which has helped to keep supplies in check. Recent new construction in the immediate area includes expansion along US 69 in the southern portion of Tyler. Demand for commercial and residential use properties in this area is expected to continue at or near the present levels into the foreseeable future, as the neighborhood is very accessible to all parts of the Tyler, Smith County area, and sufficient developable land still exists to the east of the subject property.

NEIGHBORHOOD MAP

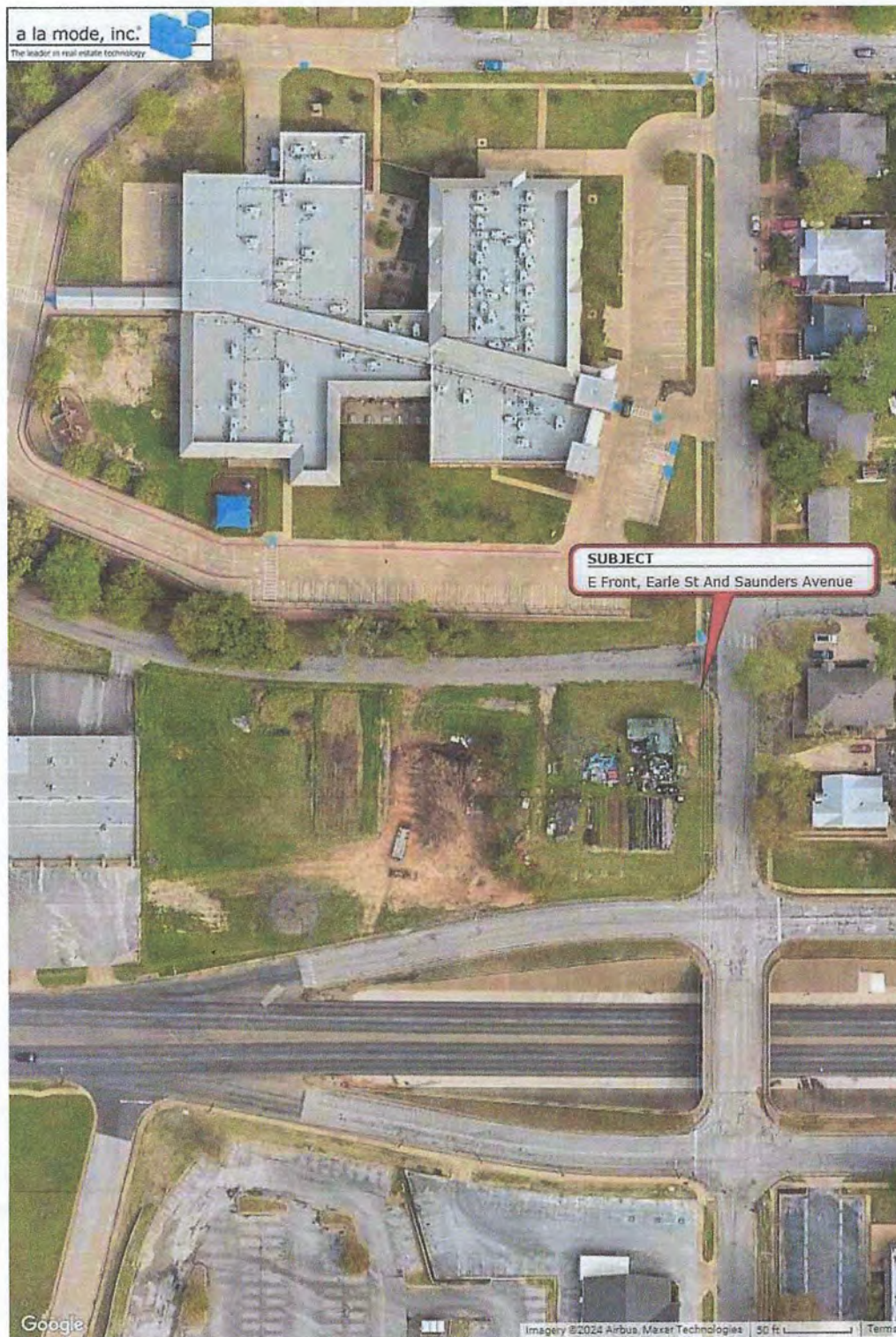


Real Estate Appraisal Service, Inc., P. O. Box 132420, Tyler, TX 75713
 James E. Justice, MAI
 903-877-4224 -- 903-877-4510 - Fax

Site Description.

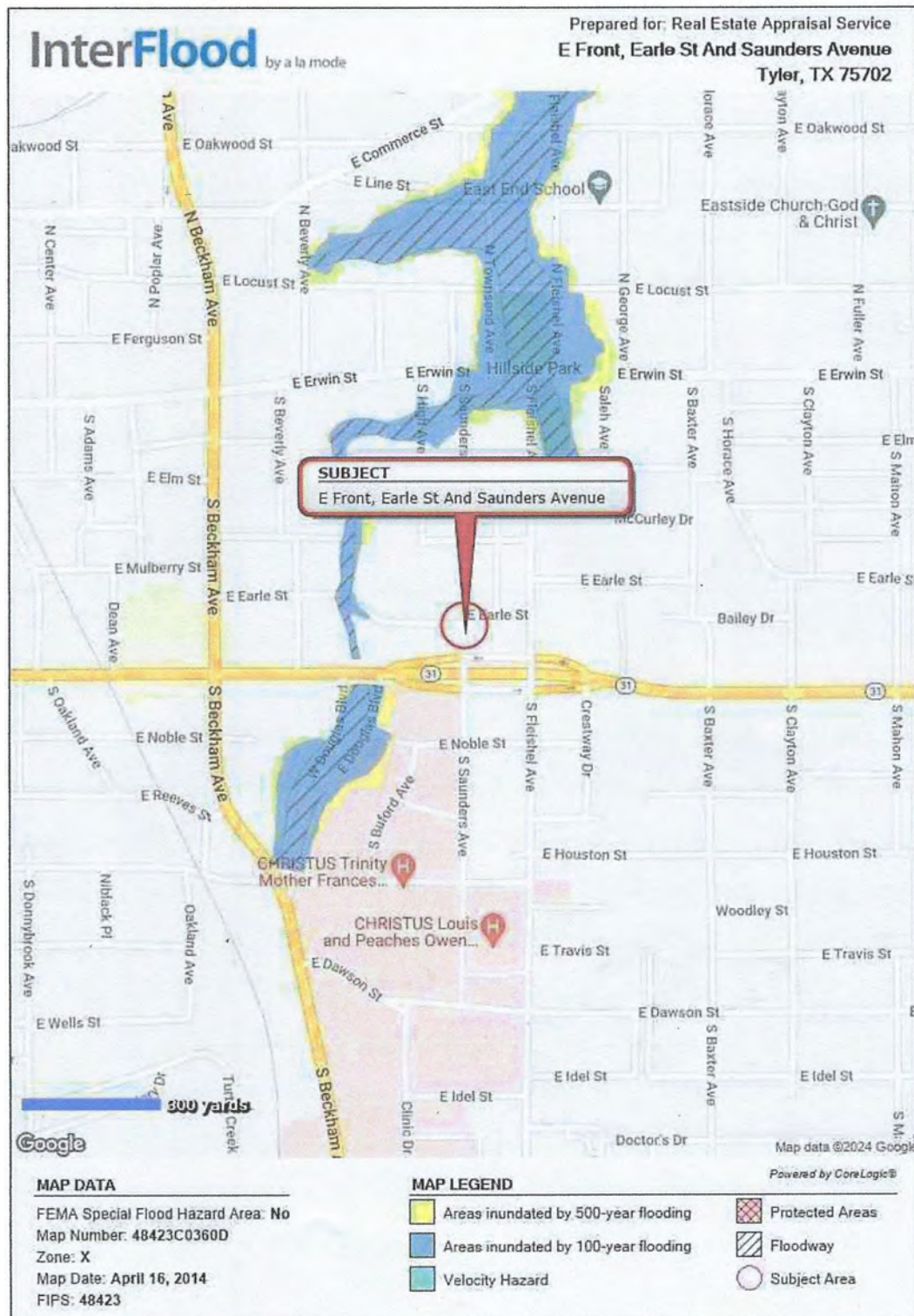
The subject site is located on the north side of Front Street, the south side of Earle Street and the west side of Saunders Avenue in the Tyler Community in the central section of Smith County. It is currently a vacant parcel of land. The tract is irregularly shaped and has frontage on the access roads. The site contains a reported 1.497 acres of land.

Size:	1.497 Acres
Shape:	Irregular
Frontage:	Front Street, Earle Street and Saunders Avenue
Topography:	The property is generally level at street grade.
Flood Plain:	According to Flood Insurance Rate Map #48423C0360D effective April 16, 2014, the subject property does not lie within a flood hazard area.
Utilities:	All utilities are available on this site. Sewer is provided by the City of Tyler.
Zoning:	C1.
Access:	Adequate
Easements:	Typical utility easements.
Other:	This is a commercially zoned site; the site has frontage and is of sufficient depth to be utilized as a commercial site. The site has two abandoned houses on site that have no contributory value.

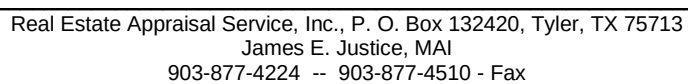
AREIAL MAP

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FLOOD PLAIN MAP



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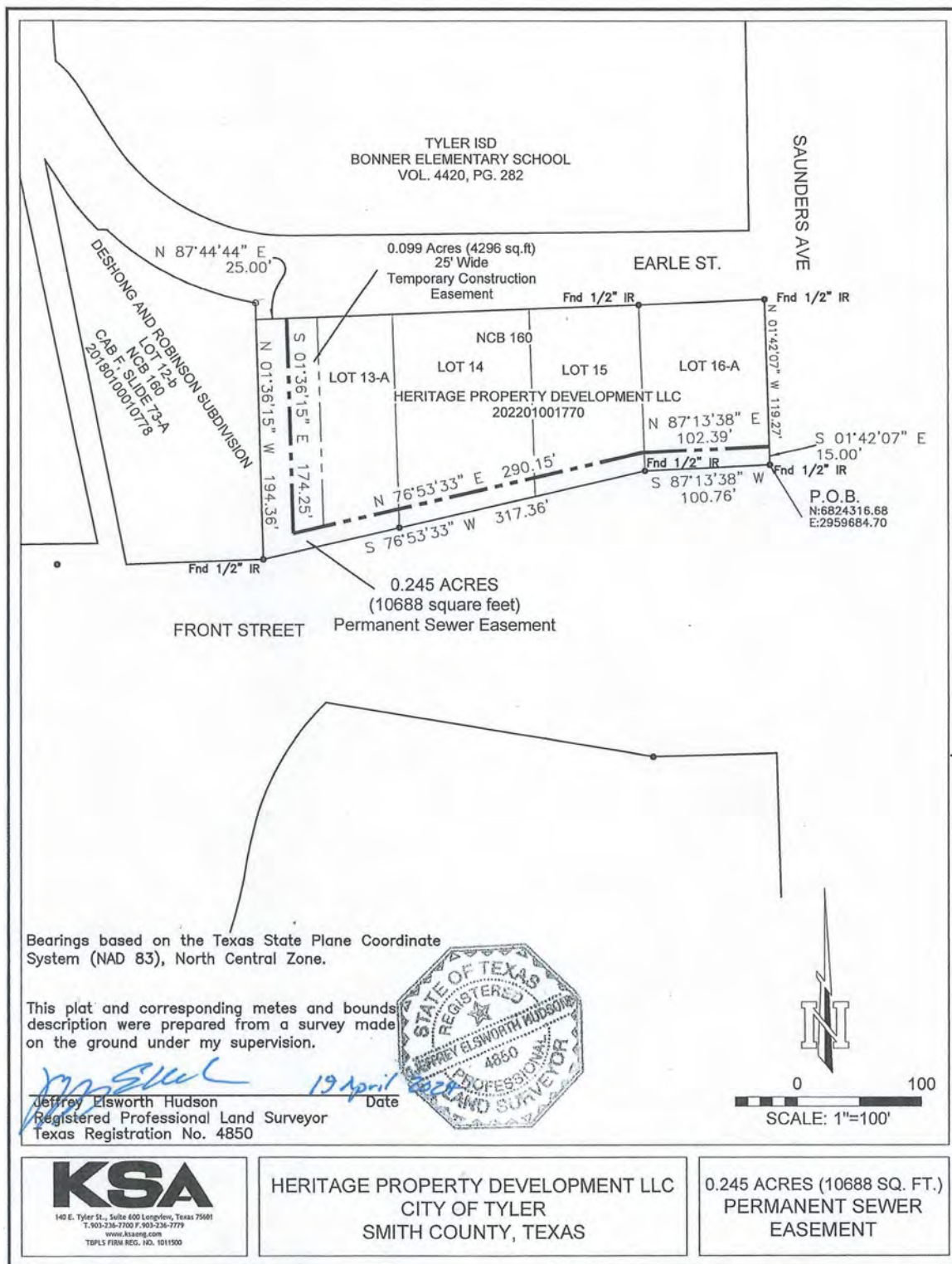


Improvement Analysis

The site currently has a dwelling in disrepair that would have no contributory value to the site. The property has two greenhouses on the site which are considered to be personal property.

PLAT MAP

PLAT OF THE TAKING AREAS



FIELD NOTES OF THE TAKING AREA



140 East Tyler Street, Suite 600
Longview, TX 75601
903.236.7700

METES AND BOUNDS DESCRIPTION
0.245 ACRES, (10688 square feet)
PERMANENT SEWER EASEMENT ON THE PROPERTY OF
HERITAGE PROPERTY DEVELOPMENT, LLC.
CITY OF TYLER
SMITH COUNTY, TEXAS

Being 0.245 acres (10688 square feet) of land, situated in the City of Tyler, Smith County, Texas and being a portion of Lots 13-A, 14, 15, and 16-A, New City Block 160 which were conveyed to Heritage Property Development LLC., by an instrument recorded in instrument number 202201001770 Smith County Deed Records (SCDR), said 0.245 acres (10688 square feet) of land being more particularly described by metes and bounds as follows;

BEGINNING at a 1/2" iron rod found at the southeast corner of the above mentioned Lot 16-A, the same being the point of intersection of the north right-of-way line of Front Street with the west right-of-way line of Saunders Avenue, the same also having Texas State Plane Coordinate System (NAD83) North Central Zone values of N=6824316.68, and E=2959684.70;

THENCE S 87°13'38" W, along said north right-of-way line, a distance of 100.76 feet, to a 1/2" iron rod found at an angle point in said right-of-way line, the same also being the common south corner between said Lot 16-A and said Lot 15;

THENCE S 76°53'33" W, continuing along said north right-of-way line, a distance of 317.36 feet, to a 1/2" iron rod found at the southwest corner of said Lot 13-A, the same being the southeast corner of Lot 12-B;

THENCE N 01°36'15" W, along the common line between said Lot 13-A and Lot 12-B, a distance of 194.36 feet, to the northwest corner of said Lot 13-A;

THENCE N 87°44'44" E, along the south right-of-way line of Earle Street, the same being the north boundary line of said Lot 13-A, a distance of 25.00 feet, to a point for corner;

THENCE S 01°36'15" E, a distance of 174.25 feet, to a point for corner;

THENCE N 76°53'33" E, a distance of 290.15 feet, to an angle point;

THENCE N 87°13'38" E, a distance of 102.39 feet, to the point of intersection with the west right-of-way line of Saunders Avenue, a 1/2" iron rod found at the northeast corner of said Lot 16-A bears N 01°42'07" W, 119.27 feet;

THENCE S 01°42'07" E, along said west right of way line, a distance of 15.00 feet, to the **PLACE OF BEGINNING**, and containing, 0.245 acres, (10688 square feet), of land, more or less.

A 25 foot wide Temporary Construction Easement, as shown on the attached plat, shall also be required during the construction and testing phases of this project.

The bearings and coordinates recited herein are based on the Texas State Plane Coordinate System (NAD83) North Central Zone. This description and corresponding plat were prepared from a survey made on the ground under my supervision.

Jeffrey Elsworth Hudson Date *19 April 2024*
Jeffrey Elsworth Hudson Registered Professional Land Surveyor
Texas Registration No. 4850
TBPELS Firm Registration No. 1011500



ksaeng.com

Photographs of the Subject Property



EAST FRONT STREET FRONTAGE AND EASEMENT AREA



FRONT OF PROPERTY SHOWING EASEMENT AREA

Photographs of the Subject Property



VIEW OF THE EARLE STREET FRONTAGE



VIEW OF THE DWELLING ON THE PROPERTY

Photographs of the Subject Property



VIEW OF THE EARLE STREET EASEMENT AREA



INTERIOR VIEW OF THE SUBJECT PROPERTY

TAXES

Taxes are on par with other similar properties in the area. This is the tax statement for the tax year 2023.

Ownership Information		Preliminary Values	
YEAR	2024	IMPROVEMENT VALUE	(+) \$0
PIN NUMBER	R051155	LAND VALUE	(+) <u>\$60,114</u>
ACCOUNT NUMBER	1-50000-0160-00-013000	MARKET VALUE	(=) <u>\$60,114</u>
OWNER	HERITAGE PROPERTY DEVELOPMENT LLC	HOMESTEAD CAP	(-) <u>\$48,331</u>
IN CARE OF		ASSESSED VALUE	(=) <u>\$11,783</u>
ADDRESS	1012 E FRONT ST		
CITY	TYLER		
STATE	TX		
ZIP	75702-		
Jurisdictions		Estimated Tax Information*	
COUNTY	SMITH COUNTY	COUNTY	\$40.92
CITY	CITY OF TYLER	CITY	\$29.21
ISD	TYLER ISD	ISD	\$113.12
COLLEGE	TYLER JR. COLLEGE	COLLEGE	\$22.15
		TOTAL TAX	\$205.40
		* For Actual Tax Levy contact Gary Barber Tax Assessor/Collector at (903) 590-2920. Tax amounts shown are only Estimates prepared by Smith County Appraisal District.	
Legal Information			
LOCATION	917 E EARLE ST	2024 Notice of Appraised Value	
MAP NUMBER	C 48		
MAP GRID	I-17.2A		
ABSTRACT	DESHONG-ROBINSON		
SUBDIVISION	DESHONG-ROBINSON		
SECTION			
BLOCK/LOT/TRACT	BLOCK 160 LOT 13		
ACRES	0.000		
Deed Information		Exemptions	
RECORDING DATE	1/12/2022	* For privacy reasons not all exemptions are shown online.	
INSTRUMENT	SWD 1770		
VOLUME NUMBER			
PAGE NUMBER			
Dwelling Information			

Ownership Information		Preliminary Values	
YEAR	2024	IMPROVEMENT VALUE	(+) \$0
PIN NUMBER	R051156	LAND VALUE	(+) <u>\$15,048</u>
ACCOUNT NUMBER	1-50000-0160-00-014000	MARKET VALUE	(=) \$15,048
OWNER	HERITAGE PROPERTY DEVELOPMENT LLC		
IN CARE OF			
ADDRESS	1012 E FRONT ST		
CITY	TYLER		
STATE	TX		
ZIP	75702-0000		
Jurisdictions		Estimated Tax Information*	
COUNTY	SMITH COUNTY	COUNTY	\$52.26
CITY	CITY OF TYLER	CITY	\$37.31
ISD	TYLER ISD	ISD	\$144.46
COLLEGE	TYLER JR. COLLEGE	COLLEGE	\$28.29
		TOTAL TAX	\$262.32
		* For Actual Tax Levy contact Gary Barber Tax Assessor/Collector at (903) 590-2920. Tax amounts shown are only Estimates prepared by Smith County Appraisal District.	
Legal Information			
LOCATION	912 E FRONT ST		
MAP NUMBER	C 48		
MAP GRID	I-17.2A		
ABSTRACT	DESHONG-ROBINSON		
SUBDIVISION	DESHONG-ROBINSON		
SECTION			
BLOCK/LOT/TRACT	BLOCK 160 LOT 14		
ACRES	0.000		
Deed Information		Exemptions	
RECORDING DATE	1/12/2022	* For privacy reasons not all exemptions are shown online.	
INSTRUMENT	SWD 1770		
VOLUME NUMBER			
PAGE NUMBER			
Dwelling Information			

Ownership Information		Certified Values	
YEAR	2023	IMPROVEMENT VALUE	(+) \$0
PIN NUMBER	R051157	LAND VALUE	(+) <u>\$18,044</u>
ACCOUNT NUMBER	1-50000-0160-00-015000	MARKET VALUE	(=) \$18,044
OWNER	HERITAGE PROPERTY DEVELOPMENT LLC		
IN CARE OF			
ADDRESS	1012 E FRONT ST		
CITY	TYLER		
STATE	TX		
ZIP	75702-0000		
Jurisdictions		Estimated Tax Information*	
COUNTY	SMITH COUNTY	COUNTY	\$62.66
CITY	CITY OF TYLER	CITY	\$44.73
ISD	TYLER ISD	ISD	\$173.22
COLLEGE	TYLER JR. COLLEGE	COLLEGE	\$33.92
		TOTAL TAX	\$314.53
		* For Actual Tax Levy contact Gary Barber Tax Assessor/Collector at (903) 590-2920. Tax amounts shown are only Estimates prepared by Smith County Appraisal District.	
Legal Information			
LOCATION	1003 E EARLE ST	2023 Notice of Appraised Value	
MAP NUMBER	C 48		
MAP GRID	I-17.2A		
ABSTRACT	DESHONG-ROBINSON		
SUBDIVISION	DESHONG-ROBINSON		
SECTION			
BLOCK/LOT/TRACT	BLOCK 160 LOT 15		
ACRES	0.000		
Deed Information		Exemptions	
RECORDING DATE	1/12/2022	* For privacy reasons not all exemptions are shown online.	
INSTRUMENT	SWD 1770		
VOLUME NUMBER			
PAGE NUMBER			
Dwelling Information			

Ownership Information		Certified Values								
YEAR	2023	IMPROVEMENT VALUE	(+) \$12,552							
PIN NUMBER	R051158	LAND VALUE	(+) \$20,040							
ACCOUNT NUMBER	1-50000-0160-00-016010	MARKET VALUE	(=) \$32,592							
OWNER	HERITAGE PROPERTY DEVELOPMENT LLC									
IN CARE OF										
ADDRESS	1012 E FRONT ST									
CITY	TYLER									
STATE	TX									
ZIP	75702-									
Jurisdictions		Estimated Tax Information*								
COUNTY	SMITH COUNTY	COUNTY	\$113.18							
CITY	CITY OF TYLER	CITY	\$80.80							
ISD	TYLER ISD	ISD	\$312.88							
COLLEGE	TYLER JR. COLLEGE	COLLEGE	\$61.27							
		TOTAL TAX	\$568.13							
		* For Actual Tax Levy contact Gary Barber Tax Assessor/Collector at (903) 590-2920. Tax amounts shown are only Estimates prepared by Smith County Appraisal District.								
Legal Information										
LOCATION	1012 E FRONT ST	2023 Notice of Appraised Value								
MAP NUMBER	C 48									
MAP GRID	I-17.2A									
ABSTRACT	DESHONG-ROBINSON									
SUBDIVISION	DESHONG-ROBINSON									
SECTION										
BLOCK/LOT/TRACT	BLOCK 160 LOT 16A									
ACRES	0.000									
Deed Information		Exemptions								
RECORDING DATE	1/12/2022	HOMESTEAD APPLICATION DOWNLOAD HOMESTEAD APPLICATION (PDF)								
INSTRUMENT	SWD 1770									
VOLUME NUMBER										
PAGE NUMBER		* For privacy reasons not all exemptions are shown online.								
Dwelling Information										
#	DESCRIPTION	YEAR	CONDITION	SQFT	CONSTRUCTION	BATHS	FIREPLACE	MH LABEL	MH SERIAL NUM	HVAC
2	RESIDENCE (PRI)	1920	POOR	631	WOOD FRAME	1				N/CNTRL

Highest and Best Use: The fundamental concept of Highest and Best Use may be defined as:

"The reasonably probable and legal use of vacant land or an improved property which is physically possible, appropriately supported, financially feasible, and results in the highest value."

From a **legal** standpoint, the subject site **as though vacant** is restricted in use by zoning. The site is currently zoned C1, which would allow commercial construction on the subject property lot. In addition, there are no known deed restrictions which would encumber development of the site.

Physically, the site has been described as surrounded by mixed development that is primarily commercial and residential properties. Bonner Elementary School lies to the north across Earle Street. The prospects for commercial development on the site would not be favorable in the short term if the site were vacant. This location is less desirable from a commercial standpoint than other sites along 5th Street.

The subject property has been described previously as physically consisting of 1.497 acres of land. Access is rated as good, considering the amount of frontage area the property has compared to other similar sized property located in the area. Public utilities are available.

Feasibility is related to the probable economic potential of the property which would result in the highest net present value of that property. Supply and demand and patterns of land use have been briefly addressed in this report. Frontage along a secondary road in a commercial and residential area would allow for limited potential.

The subject property is in a commercial and residential area of the market and is surrounded by residential properties. Given land use patterns in the area and the overall market, commercial use is determined to be the most feasible use of the property.

The maximally productive use of a site, from among feasible uses, is that one use which produces the highest value for the property. Within the given constraints, this use for the subject site before the taking would be the continued utilization of the subject property as a commercial site. Thus, the Highest and Best Use of the subject property is the continued use of the subject property as a future commercial site.

SUMMARY OF THE SALES COMPARISON APPROACH – SITE VALUE

This approach to value is based on the principle of substitution.

"The principle of substitution states that when several similar or commensurate commodities, goods, or services are available, the one with the lowest price attracts the greatest demand and widest distribution"¹.

This principle assumes rational, prudent market behavior with no undue cost because of delay. According to the principle of substitution, a buyer will not pay more for one property than for another that is equally desirable.

Property values tend to be set by the cost of acquiring an equally desirable substitute property. The principle of substitution recognizes that buyers and sellers of real property have other options, i.e., other properties are available for similar uses. This substitution of one property for another may be considered in terms of use, structural design, or earnings.

Real estate value is tied directly to highest and best use. This relationship between highest and best use and value causes the appraiser to question whether an existing use is in fact the highest and best use of the property. Those in the appraisal profession consider the Direct Sales Comparison or Market Data Approach as the most logical method of estimating the value of the property, provided sufficient market information and transfers are available to obtain an indicated value for the subject property. These sales can be processed into an indication of value, which can be utilized in estimating a final "Market Value" for the subject site. Therefore, the Direct Sales Comparison Approach will be utilized to obtain a final estimated value for the subject site.

Mechanics of the Approach:

The mechanics of the Direct Sales Comparison Approach involves assembling market data concerning vacant sites, which are like the subject site. This sales data is then compared to the subject site with adjustments made for differences relative to time appreciation/depreciation, locational influence, physical characteristics and financing stimulus. Motivation for purchase and any other perceived value affecting influences are considered in the adjustment process. After necessary adjustments have been made, an indicated range of unit value is thus derived. In the reconciliation process, a specific unit value is selected from this indicated range of market data.

Review of comparable sales in the general proximity of the subject site has revealed limited activity in the immediate area of the subject site.

The sales comparison approach is applicable to all types of real property interests when there are sufficient recent, reliable transactions to indicate value patterns or trends in the market. For property types that are bought and sold regularly, the sales comparison

approach often provides a supportable indication of market value. When data is available, this is the most straightforward and simple way to explain and support an opinion of market value.

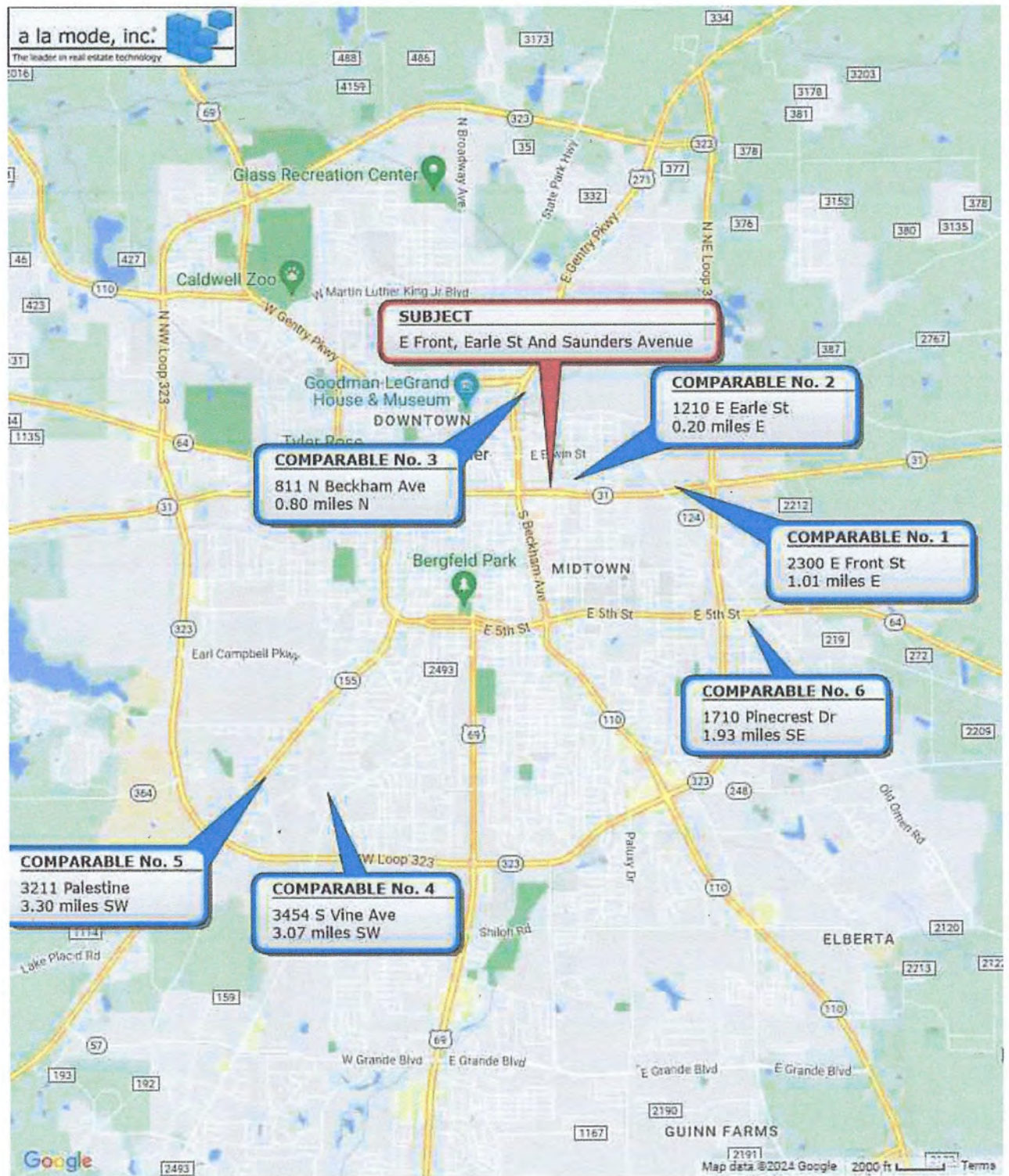
Typically, the sales comparison approach provides the most credible indication of value for owner-occupied properties that are not purchased primarily for their income-producing characteristics. These types of properties are amenable to sales comparison because similar properties are commonly bought and sold in the same market.

Procedure:

1. Research the competitive market for information about properties that are like the subject property and that have recently been sold, are listed for sale, or under contract. The goal is to find a set of comparable sales as similar as possible to the subject property to ensure they reflect the actions of similar buyers.
2. Verify the information by confirming that the data obtained is factually accurate and that the transactions reflect arm's-length market considerations. Verification should elicit additional information about the property and the market so that comparisons are credible.
3. Select the most relevant units of comparison in the market (e.g., price per acre, price per square foot, price per front foot) and develop a comparative analysis for each unit. The appraiser's goal is to define and identify a unit of comparison that explains market behavior.
4. Look for differences between the comparable sale properties and the subject property using all appropriate elements of comparison. Then adjust the price of each sale property, reflecting how it differs, to equate it to the subject property or eliminate that property as a comparable. This step typically involves using the most similar sale properties and then adjusting for any remaining differences. If a transaction does not reflect the actions of a buyer who would also be attracted to the subject property, the appraiser should be concerned about comparability.
5. Reconcile the various value indications produced from the analysis of comparables to a value bracket and then to a single value indication.

The following sales exhibit the characteristics of the subject property in the market area of the subject property, site size, physical characteristics, and location.

COMPARABLE SALES MAP



MARKET DATA ADJUSTMENT GRID 1.497 acres

Subject	Sale #1	Sale #2	Sale #3	Sale #4	Sale #5	Sale #6
Drag Photo Here Source: Typed Price: \$ Suggested: \$218,000	 Source: Typed Price: \$480,000 Grs %: 35.0 Ind: \$548,000 Weight: 16.87	 Source: Yours Price: \$225,000 Grs %: 45.8 Ind: \$158,000 Weight: 15.91	 Source: Typed Price: \$45,000 Grs %: 91.0 Ind: \$35,950 Weight: 11.87	 Source: Typed Price: \$309,000 Grs %: 16.0 Ind: \$296,640 Weight: 18.57	 Source: Typed Price: \$50,000 Grs %: 36.9 Ind: \$58,000 Weight: 16.78	 Source: Typed Price: \$33,000 Grs %: 0.0 Ind: \$31,740 Weight: 20
Neighborhood Address: Front, Earle St And Saund Tyler, TX 75702	Neighborhood Address: 2300 E Front St Tyler, TX 75702	Neighborhood Address: 1210 E Earle St Tyler, TX 75702	Neighborhood Address: 811 N Beckham Ave Tyler, TX 75702	Neighborhood Address: 3454 S Vine Ave Tyler, TX 75701	Neighborhood Address: 3211 Palestine Tyler, TX 75701	Neighborhood Address: 1710 Pinecrest Dr Tyler, TX 75701
0 version found Y:0 P:0 Aerial	0 version Y:0 P:0 Move Copy Save Delete Aerial	1 version Y:1 P:0 Move Copy Save Delete Aerial	0 version Y:0 P:0 Move Copy Save Delete Aerial	1 version Y:1 P:0 Move Copy Save Delete Aerial	0 version Y:0 P:0 Move Copy Save Delete Aerial	0 version Y:0 P:0 Move Copy Save Delete Aerial
Proximity to Subject Data Source/ Verification	1.01 miles E GTARMLS# 10128105 Jason Gregory	0.20 miles E GTARMLS# 10156632 Sam Scarborough	0.80 miles N GTARMLS# 10139218 Libby Turner	3.07 miles SW GTARMLS# 10149267 Ed Van Fleet	3.30 miles SW GTARMLS# 10142757 Benjamin L. Burks	1.93 miles SE GTARMLS#10156533 Luke Swanson
Sales Price Price / Acre Sale Date Location Site Size Site View Site Improvements Topography Utilities Flood Plain Easements Shape Net Adjustment Indicated Value Prior Transfer History	\$ 480,000 \$ 67,123.48 9/7/2021 North East Tyler 1.497 Acres Neighborhood No Contributory Gently Sloping City None Typical Rectangular Net Adj. 35% Gross Adj. 35% \$2.08/SF	\$ 225,000 \$ 146,771.00 12/07/2022 Inferior 1.533 Acres Similar Brick Hse. Similar Similar None Typical Rectangular Net Adj. 29.8% Gross Adj. 45.8% \$2.37/SF	\$ 45,000 \$ 36,585.37 4/20/22 Inferior 1.230 Acres Similar None Similar Similar None Typical Rectangular Net Adj. 91% Gross Adj. 91% \$1.60/SF	\$ 309,000 \$ 100,000.00 6/27/2022 Superior 3.090 Acres Similar None Similar Similar None Typical Irr. Rectangular Net Adj. 4% Gross Adj. 16% \$2.20/SF	\$ 50,000 \$ 62,500.00 1/13/2022 Inferior 0.800 Acres Similar None Similar Similar None Typical Triangular Net Adj. 36% Gross Adj. 36% \$1.95/SF	\$ 23,000 \$ 51,339.29 1/30/2023 Inferior 0.448 Acres Similar None Similar Similar None Typical Rectangular Net Adj. 38% Gross Adj. 38% \$1.63/SF

COMPARABLE SALES PHOTOGRAPHS



Comparable 1

2300 E Front St
 Prox. to Subject 1.01 miles E
 Sale Price 480,000
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location Inferior
 View Similar
 Site 7.151 Acres
 Quality
 Age



Comparable 2

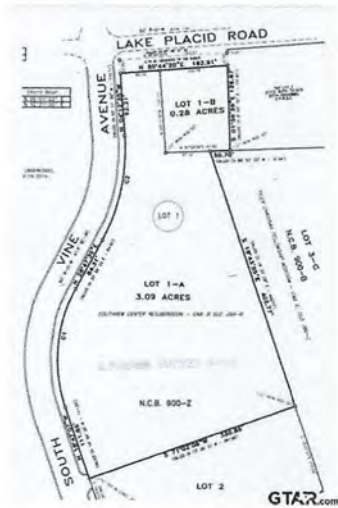
1210 E Earle St
 Prox. to Subject 0.20 miles E
 Sale Price 225,000
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location Inferior
 View Similar
 Site 1.533 Acres
 Quality
 Age



Comparable 3

811 N Beckham Ave
 Prox. to Subject 0.80 miles N
 Sale Price 45,000
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location Inferior
 View Inferior
 Site 1.230 Acres
 Quality
 Age

COMPARABLE SALES PHOTOGRAPHS



Comparable 4

3454 S Vine Ave

Prox. to Subject 3.07 miles SW
 Sale Price 309,000
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location Superior
 View Similar
 Site 3.090 Acres
 Quality
 Age



Comparable 5

3211 Palestine

Prox. to Subject 3.30 miles SW
 Sale Price 50,000
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location Inferior
 View Similar
 Site 0.800 Acres
 Quality
 Age



Comparable 6

1710 Pinecrest Dr

Prox. to Subject 1.93 miles SE
 Sale Price 23,000
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location Inferior
 View Similar
 Site 0.448 Acres
 Quality
 Age

ANALYSIS OF COMPARABLE SALES

Prices paid for vacant land depend upon many factors. These factors include time, location, size, zoning, topographical features, availability of utilities, and motivation. The appraiser has gathered information on land sales in the subject area to determine patterns and land values, and then chosen the most representative sales to analyze to develop a market value indication for the subject. These sales can be summarized as follows:

ZONING: Commercial

NUMBER OF SALES ANALYZED: seven sales and 1 pending sale was analyzed, and 6 sales were gridded. The best sales were utilized in the analysis.

A brief discussion of each factor as it relates to prices paid for vacant land is as follows:

Improvements

Each of the sales used in the grid consisted of a site that is assumed to be available for use; Sale 2 had an average quality house on the site and was adjusted for the contributory value of the improvement.

Property Rights Conveyed

Each sale was the sale of the fee simple interest in the property and is equal to the nature of the property rights owned in the subject property; therefore, no adjustment is warranted for this variable.

Financing Terms

Special or unique financing terms can influence the price purchasers are willing to pay for property. Favorable financing (i.e., below market rates) is often reflected in a higher than typical price in the market place. Each of the sales analyzed consisted of cash or cash equivalent transactions with no adjustments required for the terms involved.

Conditions of Sale (Motivation)

All the sales were considered arm's length transactions that required no adjustments.

Time & Market Conditions

Due to present economic influences described in the neighborhood and city/area sections of this report, land values appear to have increased in the last few months overall and the

sales which occurred in 2022 were adjusted 6% and those in 2023 were adjusted 3% for market conditions.

Location

The most critical factor influencing the sale price of vacant land is its location. Location dictates a property's visibility, access, and overall market demand. Generally, tracts in a developing area, located at major intersections will have the highest value. By far, land of all kinds purchased for high visibility and/or convenience, should command the highest prices in the market place. Each of the sales were in an accessible area. The subject was in a commercial area north of the hospital district and had frontage on three sides. Comparing the sales to the subject property an adjustment was required for the sales.

Site Size

Generally, smaller tracts of land will sell for higher prices per unit than similar tracts of larger sizes. The subject site consists of 1.497 ± acres. Tracts used in the grid ranged from 0.448 to 7.151 acres in size. The sales indicated that there was no discernable fluctuation in price that could be gleaned from the market for the sales 1-5, Sale 6 was the smallest sale and was adjusted for a size difference.

Shape / Access

The functionality and use of a tract of land is largely dependent on its geometric lay and supporting access. Frontage without adequate depth is just as limiting as geometric uniformity without favorable access. The subject tract was rectangular in its shape and adequate for commercial use with adequate amounts of frontage. Although the shape was irregular, and comparing the shape to the other sites used as comparables no deduction was necessary as all the sales had some deviation in shape from a standard shape.

Topographical Features

The expected or actual cost to prepare a tract of land for development directly affects the prices paid for land. In other words, the greater the site preparation expense incurred or expected the less per acre the tract will bring on the market. The subject property has no flood prone area, and the comparable properties were not located in flood prone areas.

Utilities

Tracts with all utility services available to them tend to sell for more than similar tracts without these services. The subject site has all utilities available as did the comparable sale properties.

FINAL LAND VALUE ESTIMATE

The valuation of the subject parcel was objectively analyzed based on size, location, flood plain, availability of utilities, topographical features, and buyer motivations. The subject is located on Earle Street, Saunders Avenue and East Front Street in Tyler, Texas. Its size, some 1.497 ± acres, can facilitate commercial development, but is estimated to have the highest and best use for commercial or residential use and is supported by the site development and surrounding uses.

This analysis considers six land sales in the subject's general market area. The sales that were utilized in the market value analysis were deemed the best available in the surrounding market area. The adjusted values indicated a relatively narrow range in value from \$1.60 to \$2.37 per square foot for the subject 1.497 acres (65,209.32 square feet). Primary emphasis has been given to all the sales and Sales 1, 2 and 4 were given the most weight. This indicates the following site value.

$$65,209.32 \text{ square feet} * \$2.20/\text{SF} = \$143,461$$

INDICATED SITE VALUE

SAY: \$143,000

RECONCILIATION OF THE APPROACH TO VALUE

It is considered good practice among professional appraisers to utilize all three basic approaches to value whenever practicable. The three approaches replicate alternative ways of viewing market phenomenon. A final estimate of value is selected as the dominant tendency or the most probable outcome from a range of possible outcomes. One of the three traditional approaches to value was utilized in estimating the market value of the subject property type. The Sales Comparison Approach was utilized to value the subject property.

A detailed study and analysis of pertinent facts and data influencing the value of the subject property provided the following "as is" market value indications:

Sales Comparison Approach	\$143,461
---------------------------	-----------

Based upon the preceding analysis I am placing primary emphasis on the value indication from Market Approach, since most properties of this type are sold to owner users of the property. The indication of value from the fee simple sales comparison approach is considered a good and valid indication of value for this type of property.

Final Market Value Conclusions

As a result of our market investigation, cost factors, and studies and analyses of factors in the marketplace, it is our opinion that the real property described herein had an "as is" fee simple market value, subject to the attached General Assumptions and Limiting Conditions, and effective as of May 10, 2024, as follows:

**ONE HUNDRED FORTY-THREE THOUSAND FOUR HUNDRED SIXTY-ONE
DOLLARS**

\$143,461

"AS IS"

SANITARY SEWER AND UTILITY EASEMENT TAKING

Taking is defined as the easement acquisition of a parcel of land through condemnation.

PART ACQUIRED

Description of the Part Acquired
Interest Being Acquired:

The easement taking involves 0.245 acres.

Definition of Partial Taking:

The taking of part of any real property interest for public use under the power of eminent domain; requires the payment of compensation." (The Dictionary of Real Estate Appraisal, American Institute of Real Estate Appraisers, Fourth Addition, Page 209).

Description:

The easement contains a total of 0.245 acres of land for the taking area.

The easement taking is specific to an area on the frontage of the property.

Highest and Best Use:

The Highest and Best Use of the Part Acquired is for use as part of the Whole Property.

Valuation of the Part Acquired

Partial takings are seldom bought and sold in the typical real estate market. Valuation of the Part Acquired is based on expected diminution in value based on the rights being acquired.

Based on the location and the taking area, diminution of value of the fee simple title of the encumbered area is estimated to be upon the value of the Whole Property. The subject taking area is located on the northern and southern sides of the property.

The Part Acquired is estimated to be a pro-rata share of the Whole Property and is calculated as follows:

Estimated Value of the Part Taken: \$143,461 whole property remainder value after the fee taking (0 acres) (\$2.20/SF)

The taking is not a total taking rather an easement only 25% would be an attributable loss in value of the easement area of the whole property or \$2.20/SF x 10,672 square feet = \$23,479 x 25% = \$5,870.

SUMMARY

Whole Property Value: \$143,461
Value of the Fee Taking (0 Acres) \$ 0

Remainder Value After the Fee Taking: \$143,461

Estimated Value of the
 Remainder after the Taking 1.497 acres (after loss of fee land) easement
 area only = 1.497 acres of land remains
 after the taking.

Highest and Best Use of the
 Remainder In the after condition the size, shape and
 configuration of the subject property would
 continue to be for commercial development.
 The frontage would be put back to current
 grade.

Conclusion: In conclusion the remainder property would
 have the highest and best use of commercial
 and or residential use with \$5,870 loss in
 value due to the easement which would be
 put across the E Front frontage and a small
 portion of the Earle Street frontage of the
 property and the highest and best use would
 remain unchanged.

Damages to the Remainder

Additionally, a temporary workspace for
 construction will be required. This area will
 consist of 0.099 acres on the east side of the
 permanent easement. The temporary work
 space will encumber the land during the
 construction period and will cause a 20%
 reduction in value to the area involved.
 $\$2.20/\text{SF} \times 4,296 \text{ square feet} = \$9,451.20 \times$
 $0.20 = \$1,890.24 \text{ additional.}$

Total Damages: \$7,760.00

Compensation Summary

Whole Property	\$143,461
Taking of zero acres in fee simple	<u>\$ 0.00</u>
Remainder After Fee Taking	\$143,461
Part to be Acquired easement area	\$ 5,870
Remainder	\$143,461
Remainder after the acquisition	\$143,461
Damages	\$ 1,890
Total Compensation	\$ 7,760

CERTIFICATION

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I have not performed an appraisal as an appraiser on the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.

I have made a personal inspection of the property that is the subject of this report.

No one provided significant real property appraisal assistance to the person signing this certification.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

The appraiser has made a personal inspection of the property appraised and the property owner, or his/her designated representative, was given the opportunity to accompany the appraiser on the property inspection.

The appraisal was made, and the appraisal report prepared in conformity with the *Uniform Appraisal Standards for Federal Land Acquisitions*.

The appraisal was made, and the appraisal report prepared in conformity with the Appraisal Foundation's *Uniform Standards for Professional Appraisal Practice*,

except to the extent that the *Uniform Appraisal Standards for Federal Land Acquisitions* require invocation of USPAP's Jurisdictional Exception Rule, as described in Section D-114 of the *Uniform Appraisal Standards for Federal Land Acquisitions*.

As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.

May 20, 2024



James E. Justice, MAI
State Certified
Certification No. TX-1321335-G

QUALIFICATIONS OF APPRAISER
JAMES E. JUSTICE, MAI

EDUCATION

Master of Science Degree, Texas Tech University, Agricultural Economics

Bachelor of Science Degree, Texas Tech University, Agricultural Economics

APPRAISAL SPECIALIZED EDUCATION

Society of Real Estate Appraisers

Income Property Appraising Course 201, University of Houston, Society of Real Estate Appraisers, SRA, SRPA, SREA

Appraisal Institute

Basic Valuation Procedures, University of Houston, American Institute of Real Estate Appraiser, MAI, RM

Case Studies in Real Estate Valuation, University of Indiana, American Institute of Real Estate Appraisers, MAI, RM

Valuation Analysis and Report Writing, University of Indiana, American Institute of Real Estate Appraisers, MAI, RM

Course VIII American Institute of Real Estate Appraisers, MAI, RM, University of North Carolina

Litigation Valuation, University of Colorado, American Institute of Real Estate Appraisers, MAI, RM

I410, Standards of Professional Practice, Part A (USPAP), University of Texas, Appraisal Institute, MAI, SRPA

II420, Standards of Professional Practice, Part B, University of Texas, Appraisal Institute, MAI, SRPA

MAI Comprehensive Examination, February 1989, American Institute of Real Estate Appraisers, Oklahoma City, Oklahoma

Demonstration Appraisal Report, December 1988, American Institute of Real Estate Appraisers

American Society of Farm Managers and Rural Appraisers

Advanced Eminent Domain Course, American Society of Farm Managers and Rural Appraisers, ARA, University of Mississippi

Texas Advanced Rural Appraisal Course, Texas A & M University, American Society of Farm Managers & Rural Appraisers, ARA

Environmental Liabilities and Risk Management in Real Estate - Realities and Practicalities, American Society of Farm Managers & Rural Appraisers, Corpus Christi, Texas, ARA

International Right of Way Association

Course 104, "Property Descriptions", International Right of Way Association, April 24, 1986, Texas Power and Light Building, Tyler, Texas

Seminars and Short Courses

Valuation of Mineral Estates, Texas A & M University

Attended Subdivision Analysis Seminar, American Institute of Real Estate Appraisers, 1985

Attended Eminent Domain Short Course, Real Estate Appraisers of Texas, 1985

Attended R41-B Seminar, Society of Real Estate Appraisers Chapter 17, Beaumont, Texas, 1986

Attended Valuation of Leased Fee and Leasehold Estate, Dallas, Texas, 1986, Chapters 17 and 54 of American Institute of Real Estate Appraisers

Attended Commercial Construction Overview Seminar, Dallas Chapter 17 of the American Institute of Real Estate Appraisers, Dallas, Texas, 1990

Attended Rate Extraction Seminar, Dallas Chapter 17 of the American Institute of Real Estate Appraisers, Dallas, Texas, 1990

Attended Standards of Professional Practices Seminar, Dallas Chapter 17 of the American Institute of Real Estate Appraisers, Dallas, Texas, 1990

Attended Rates, Ratios and Reasonableness Seminar, Dallas Chapter 17 of the American Institute of Real Estate Appraisers, Dallas, Texas, 1990

Attended Texas Real Estate Appraiser Certification Examination Review Seminar, Dallas Chapter 17, Appraisal Institute, Dallas, Texas 1991

Attended The Challenge of Measuring Economic Obsolescence Seminar, Dallas Chapter 17, Appraisal Institute, Dallas, Texas 1991

Attended Eminent Domain Shortcourse, Dallas-Ft. Worth Chapter, International Right of Way Association, Dallas, Texas 1995

EXPERIENCE and EMPLOYMENT

Appraisals for banks, savings and loan associations, attorneys, State of Texas, City of Tyler, major oil companies, utility companies, individuals and various other commercial industries and companies (names and addresses will be furnished upon request). Appraiser has been actively involved in the appraisal business since 1970. Ten years with the General Land Office, State of Texas and the remaining years have been with Real Estate Appraisal Services in Tyler, Texas.

MEMBERSHIPS

Texas Society of Farm Managers and Rural Appraisers

Professional Member, American Society of Farm Managers and Rural Appraisers

Licensed Real Estate Broker #178044/099188

Certified General Real Estate Appraiser, State of Texas, Certificate Number TX-1321335-G

Certified General Real Estate Appraiser, State of New Hampshire, Certificate Number NHCG - 290

Real Estate Appraisers of Texas

Member of Appraisal Institute (MAI) #8235, The Appraisal Institute

International Right of Way Association, ARK-LA-TEX Chapter 75

Member - Chapter 17, Dallas, Texas, The Appraisal Institute

Instructor, Tyler Junior College, Real Estate Appraisal and other related Real Estate courses

Instructor, Kilgore Junior College, Longview Campus, Real Estate Appraisal

Texas Association of REALTORS, Austin, Texas

Special Commissioner, District Court, Tyler, Smith County, Texas

Chairman, Tyler/Smith County Child Welfare Board, Tyler, Texas

Chairman, Country Place Homeowners Association, Inc., Tyler, Texas

Member, Candidate Review Committee -- Appraisal Review, Appraisal
Institute, Dallas-Ft. Worth Chapter

Instructor Status, Appraisal Institute



Certified General Real Estate Appraiser

Appraiser: **James Edward Justice**

License #: **TX 1321335 G**

License Expires: **01/31/2026**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title:
Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.


Chelsea Buchholtz
Executive Director

ADDENDA

Authorization was verbal communication with Mr. Dixon

NOTICE CONCERNING EASEMENTS AND RIGHTS-OF-WAY

The easement or right-of-way agent (ERW agent) named below is representing a third party with regard to easements or rights-of-way on your property for use in connection with telecommunication, utility, railroad, or pipeline service and is required to provide this notice to you before you enter into any agreement to sell, buy, lease or transfer a right-of-way or easement.

Please be aware that:

- the existence of easements or rights-of-way on your property may affect the value of your property; and
- if the third party represented by the ERW agent possess the power of eminent domain, Section 21.0112, Texas Property Code requires additional notice be given to you about your rights as a property owner.

An easement or right-of-way agreement is a formal, legal agreement granting the long-term use of an easement or right-of-way on your property. You have the right to be represented by a real estate broker, or a lawyer, in any transaction involving an easement or right-of-way.

Larry R. Dixon Services, Inc.

372

Name of Easement or Right-of-Way Agent

TREC Registration Number

City of Tyler, Texas

Name of Person Represented by Easement or Right-of-Way Agent

Complaints or inquiries concerning Easement or Right-of-Way Agents should be directed to:

TEXAS REAL ESTATE COMMISSION
P.O. BOX 12188
AUSTIN, TEXAS 78711-2188
512-936-3000



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number.	O-1
Date:	September 11, 2024
Subject:	Request that the City Council consider conducting a public hearing, adopting the Fiscal Year 2024-2025 proposed budget by roll-call vote, and consider authorizing the City Manager to execute the outside agency contracts for Fiscal Year 2024-2025.
Item Reference:	City of Tyler Charter, State of Texas Tax Code Chapter 26 concerning "Truth-In-Taxation" and Local Government Code Chapter 102 concerning budgeting for municipalities.

Fiscal Year 2024-2025 Budget Adoption

The proposed annual budget for the City of Tyler for the fiscal year beginning October 1, 2024, and ending September 30, 2025, is submitted to the City Council for adoption.

During reviews of the proposed Fiscal Year 2024-2025 annual budget, the City Council was briefed on recommended appropriation levels that established General Fund revenues at \$95,768,873 and expenditures at \$91,840,050 including transfers to other funds of \$3,928,823 with an estimated fifteen percent operating reserve of \$13,776,008. A public hearing on the proposed budget and tax rate was conducted on August 28, 2024, and September 11, 2024, to satisfy local and state law requirements for the adoption of the Fiscal Year 2024-2025 annual budget. The hearings provided an opportunity for citizens to ask questions and to comment on the proposed tax rate.

The attached budget ordinance also includes revenues and expenditure appropriations for all other funds as proposed by the City Manager plus authorization for the City Manager to execute outside agency contracts as enumerated (subject to final negotiation of terms and conditions).

Public Hearing and Sequence of Adoption of 2024-2025 Budget:

1. The City Council hold a public hearing on the proposed budget and
2. a record vote be taken on the proposed 2024-2025 budget.
3. a record vote be taken to ratify the property tax increase reflected in the fiscal year 2024-2025 budget.

RECOMMENDATION:

- 1. It is recommended that the City Council conduct a public hearing.**

(following the close of the public hearing)

2. It is recommended that the City Council adopt the budget by:

Taking a record vote to adopt the proposed Fiscal Year 2024-2025 Annual Budget and authorize the City Manager to execute particular outside agency contracts budgeted for Fiscal Year 2024-2025;

Record Vote

District 1 Council Member Stuart Hene Aye or No

District 2 Council Member Petra Hawkins Aye or No

District 3 Council Member Shirley McKellar Aye or No

District 4 Council Member James Wynne Aye or No

District 5 Council Member Lloyd Nichols Aye or No

District 6 Council Member Brad Curtis Aye or No

Mayor Donald Warren Aye or No

3. It is recommended that the City Council take a record vote to ratify the property tax increase reflected in the fiscal year 2024-2025 budget:

Record Vote

District 1 Council Member Stuart Hene Aye or No

District 2 Council Member Petra Hawkins Aye or No

District 3 Council Member Shirley McKellar Aye or No

District 4 Council Member James Wynne Aye or No

District 5 Council Member Lloyd Nichols Aye or No

District 6 Council Member Brad Curtis Aye or No

Mayor Donald Warren Aye or No

Attachments:

[2025 Budget Ordinance](#)

Drafted/Recommended By:

Department Leader

Keidric Trimble, Chief Financial Officer

Edited/Submitted By:

City Manager

ORDINANCE NO. O-2024-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, ADOPTING THE BUDGET FOR THE CITY OF TYLER, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; AND AUTHORIZING THE CITY MANAGER TO EXECUTE OUTSIDE CONTRACTS FOR FISCAL YEAR 2024-2025; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, pursuant to the laws of the State of Texas and the Charter and City Code of the City of Tyler, the City Manager of Tyler prepared a budget covering proposed expenditures for the next fiscal year and caused the same to be published as required by law; and

WHEREAS, the 2024-2025 budget will raise more total property taxes than last year's budget by \$1,731,197.00 which is a 6.05% increase from last year's budget, and of that amount \$567,362.00 is tax revenue to be raised from new property added to the tax roll this year; and

WHEREAS, a public hearing was held by the City Council of the City of Tyler, Texas, on said proposed budget and tax rate on August 28, 2024 and September 11, 2024 after compliance with all notice requirements and at which time said budget was fully considered, and interested taxpayers were heard; and

WHEREAS, City Council affirms its policy of seeking to maintain a minimum operating reserve (net of transfers and capital expenditures) equal to 15% of the budgeted expenditures for the General Operating Fund, Water Utilities Operating Fund, and the Solid Waste Operating Fund; and

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

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

PART 1: That the budget summary below originally proposed by the City Manager is hereby approved and appropriated as the Official Annual Budget(s) covering the City of Tyler for and during the fiscal year beginning October 1, 2024 and ending September 30, 2025, and expenditures by said City for and during such time shall be on the basis of said budget.

Fund	Opening Balance	Revenues	Expenditures	Transfers In / (Transfers Out)	Closing Balance
101 General	16,045,055	95,768,873	91,840,050	(3,928,823)	16,045,055
102 General Capital Projects	1,685,828	58,000	1,691,768	-	52,060
103 Street Improvements	662,961	65,000	2,528,590	2,228,712	428,083
202 Development Services	2,946,545	2,431,484	3,156,377	-	2,221,652
204 Cemeteries Operating	102,988	135,369	532,887	390,000	95,470
205 Police Forfeitures	257,507	53,000	187,000	-	123,507
206 Park Improvement Fund	154,475	799,504	777,500	-	176,479
207 Court Special Fees	276,398	494,800	335,283	-	435,915
208 Economic Development Fund	535,548	15,000	208,750	275,000	616,798
211 Hotel Occupancy Tax	214,554	4,939,809	1,097,500	(3,596,002)	460,861

217 TIF/TIRZ # 4	570,821	616,503	5,000	-	1,182,324
218 TIF/TIRZ # 3	1,140,444	251,772	10,000	-	1,382,216
219 Tourism and Convention	21,799	1,070,900	3,994,244	2,957,002	55,457
234 Passenger Facility	628,785	184,000	-	(72,000)	740,785
235 Rainy Day Fund	8,249,609	280,000	100,000	-	8,429,609
236 PEG Fee	1,529,537	214,440	405,895	-	1,338,082
274 Homeownership and Housing	460	12	-	-	472
276 Housing Assistance	287,280	11,034,021	11,005,684	-	315,617
285 MPO	-	552,701	533,012	-	19,689
286 Transit System	60,843	5,243,613	6,037,878	853,806	120,384
294 Community Development Grant	634,459	761,440	625,418	-	770,481
295 Home Grant	906,193	1,076,168	1,156,228	-	826,133
302 HOT Debt Service Fund	3,763	-	594,000	594,000	3,763
502 Utilities Operations	19,660,083	67,935,894	46,011,471	(22,094,856)	19,489,650
503 Utilities Construction	1,089,452	200,000	14,851,368	14,483,136	921,220
504 Utilities Debt Service	2,376,648	8,855,841	14,165,617	6,686,068	3,752,941
505 Utilities Debt Reserve	10,739	18,000	-	-	28,739
524 Airport	1,476,359	1,908,660	1,938,104	(15,000)	1,431,915
560 Solid Waste	1,276,137	19,335,203	16,576,972	(1,175,653)	2,858,715
562 Solid Waste Capital	311,796	5,000	1,005,000	825,000	136,796
575 Storm Water	1,210,762	3,746,611	4,220,326	-	737,047
639 Productivity	2,126,414	55,000	1,045,019	550,000	1,686,395
640 Fleet Maintenance/Replacement	3,074,241	15,853,197	15,030,969	(100,000)	3,796,469
650 Property and Liability	3,070,094	3,476,400	4,050,852	1,880	2,497,522
661 Active Employees Benefits	3,164,551	17,138,772	17,042,306	-	3,261,017
663 Facilities Maintenance	1,518,763	716,113	929,655	227,611	1,532,832
671 Technology	2,279,275	6,701,448	9,837,542	1,207,000	350,181
713 Cemeteries Trust	3,376,750	174,600	-	(65,000)	3,486,350
761 Retired Employees Benefits	78,205	3,225,531	3,218,429	-	85,307

PART 2: The City Manager is authorized to execute contracts and make payments to the following list of entities in the amounts shown; subject to final contract negotiation regarding terms and conditions:

Account	Agency	Funding Amount
101-0112-412.05-20	East Texas Council of Governments	\$16,443
101-0112-412.05-37	Center for Healthy Living	\$66,500
101-0112-412.06-52	NETPHD (Health District)	\$200,000
208-0110-412.06-49	TEDC	\$100,000
208-0110-412.06-49	Tyler Metro Chamber	\$25,000
208-0110-412.06-49	Hispanic Business Alliance	\$25,000
208-0110-412.06-49	Business Education Council	\$15,000
211-0180-419.05-30	Sport Tyler	\$25,000
211-0180-419.06-18	Texas Rose Festival	\$15,000
211-0180-419.06-38	Discovery Place	\$25,000
211-0180-419.06-44	East Texas Symphony Orchestra	\$45,000
211-0180-419.06-45	Tyler Museum of Art	\$30,000

211-0180-419.06-46	County Historical Museum	\$10,000
211-0180-419.06-49	Visitors & Convention Bureau	\$737,000
211-0180-419.06-86	Historic Aviation Museum	\$13,000

PART 3: That any ordinance, resolution, policy or any provision or section of the Code of the City of Tyler, Texas, as amended, and in conflict herewith, be and the same is hereby repealed to the extent of any conflict.

PART 4: 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 5: This ordinance shall become effective upon approval.

PASSED AND APPROVED this the 11th day of September, A.D., 2024.

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

ATTEST:

APPROVED:

CASSANDRA BRAGER, CITY CLERK

DEBORAH G. PULLUM, CITY ATTORNEY



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. O-2

Date: September 11, 2024

Subject: Request that the City Council consider conducting a public hearing, adopting an Ordinance setting the property tax rate for Fiscal Year 2024-2025 at \$.240085 per \$100 valuation by roll-call vote.

Item Reference: **City of Tyler Charter, State of Texas Tax Code Chapter 26 concerning "Truth-In-Taxation" and Local Government Code Chapter 102 concerning budgeting for municipalities.**

Fiscal Year 2024-2025 Tax Rate Adoption

The total proposed Fiscal Year 2024-2025 property tax rate of \$.240085 per \$100 valuation is greater than the no-new-revenue rate of \$.231319 per \$100 valuation and equal to the voter-approval rate of \$.240085 of \$100 valuation. The proposed property tax rate is exclusively for the General Fund maintenance and operations (no debt service) and for the Quality Street Commitment Fund.

Public hearings on the proposed budget and proposed property tax rate were conducted on August 28, 2024, and September 11, 2024, to satisfy local and state law requirements for the adoption of the Fiscal Year 2024-2025 property tax rate.

Sequence of Adoption:

State law requires that the adoption of the tax rate occur after the adoption of the proposed annual budget, and that a separate vote be taken to ratify the property tax increase that is reflected in the budget.

RECOMMENDATION:

1. It is requested that the City Council consider conducting a public hearing on the proposed property tax rate for Fiscal Year 2024 -2025.

(following the close of the public hearing)

2. It is recommended that the City Council adopt an Ordinance setting the property tax rate for Fiscal Year 2024-2025 at \$.240085 per \$100 valuation by taking a record vote.

Record Vote

District 1 Council Member Stuart Hene Aye or No

District 2 Council Member Petra Hawkins Aye or No

District 3 Council Member Shirley McKellar Aye or No

District 4 Council Member James Wynne Aye or No
District 5 Council Member Lloyd Nichols Aye or No
District 6 Council Member Brad Curtis Aye or No
Mayor Donald Warren Aye or No

Attachments:

[2025 Tax Rate Ordinance](#)

Drafted/Recommended By:

Department Leader

Keidric Trimble, Chief Financial Officer

Edited/Submitted By:

City Manager

ORDINANCE NO. O-2024-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, APPROVING THE ASSESSMENT ROLL AND FIXING THE AD VALOREM TAX RATE FOR THE CITY OF TYLER, TEXAS, FOR FISCAL YEAR 2024-2025, AND PROVIDING FOR THE ASSESSMENT AND COLLECTION THERE OF AND FOR A LIEN ON REAL AND PERSONAL PROPERTY TO SECURE PAYMENT OF AD VALOREM TAXES; PROVIDING FOR EXEMPTIONS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

PART 1: The assessment roll for 2024 for the City of Tyler as compiled by Smith County Appraisal District and as amended by the Appraisal Review Board is hereby approved and adopted.

PART 2: That there be and there is hereby levied and ordered collected the sum of \$0.240085 ad valorem tax on each One Hundred Dollar (\$100) valuation of all taxable property, real, personal and mixed, within the corporate limits of the City of Tyler, Texas, on January 1st of this year, for the following purposes and the following amounts:

General Fund maintenance and operations \$ 0.240085
TOTAL TAX RATE PER \$100.00
VALUATIONS FOR ALL PURPOSES

PART 3: That there be, and are hereby again set out, authorized exemptions as follows:

1. Homestead exemption under 65 - Ten percent (10%) or no less than \$5,000.
2. Homestead exemption over 65 - \$6,000.
3. Historical Preservation exemptions as set out in Tyler City Code Sections 10-793 and 10-794.

PART 4: Said ad valorem taxes shall be due and payable at the time and in the manner provided by the Tyler City Code, Chapter 2, relating to the payment of ad valorem taxes which said ordinances provide for penalties and interest on delinquent taxes.

PART 5: That notice for the public hearings on the proposed budget, property tax rate, and tax revenue increase, on the 28th day of August 2024 and on the 11th day of September 2024, were given by publication on the 18th day of August 2024 and the 30th day of August 2024.

PART 6: THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.5% PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$8.12.

PART 7: That any ordinance, resolution, policy or any provision or section of the Code of the City of Tyler, Texas, as amended, and in conflict herewith, be and the same is hereby repealed to the extent of any conflict.

PART 8: 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 9: This ordinance shall become effective upon its approval.

PASSED AND APPROVED this the 11th day of September, A.D., 2024.

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

ATTEST:

APPROVED:

CASSANDRA BRAGER, CITY CLERK

DEBORAH G. PULLUM, CITY ATTORNEY



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. O-3

Date: September 11, 2024

Subject: Request that the City Council consider conducting a public hearing and consider adopting an Ordinance amending and updating fees and other applicable adjustments to Tyler City Code Chapter 6 relating to Buildings and Structures, Chapter 8 relating to Parks, Chapter 10 related to the Tyler Unified Development Code, Chapter 16 relating to Solid Waste Disposal Regulations, and Chapter 19 relating to Water and Sewer.

Item Reference: **Tyler City Code Chapters 6, 8, 10, 16, 19 and Local Government Code Chapter 214**

Pursuant to the proposed Fiscal Year 2024-2025 Budget, it is recommended that the following applicable changes, fees, and rate adjustments be adopted.

Chapter 6 "Building and Structures"

The City of Tyler Fire Department is recommending implementing a commercial fire inspection fee for Fiscal Year 2024-2025. This fee will be for the Tyler Fire Department to inspect all businesses in the City of Tyler to ensure businesses are following codes and ordinances.

Tyler Development Services is requesting a fee change in the Fiscal Year 2024-2025 budget. This proposal will change the calculation of commercial building permits from a tiered structure to a flat rate of \$5.00 per \$1,000 of valuation.

Tyler Development Services would also like to request City Council reauthorize all fees in Chapter 6 "Buildings and Structures" as required by Section 214.908 of the Local Government Code.

Chapter 8 "Parks"

Also included in the attached Ordinance are changes to fees in Chapter 8 "Parks" related to Special Event Permit Fees. The proposed fee will create a tiered system depending on the event taking place at a City park.

Chapter 10 "Tyler Unified Development Code"

Tyler Development Services is requesting various fee changes in the Fiscal Year 2024-2025 budget. This proposal increases certain zoning and variance application fees \$150. This increase is directly

related to the increase cost of posting required State notices for the corresponding applications.

Chapter 16 "Solid Waste Disposal Regulations"

The City of Tyler Solid Waste Department is recommending additions to the fees charged for residential waste collection in the 2024-2025 fiscal year. These increases are to cover rising costs of operations for residential service as well as the services provided by Code Enforcement and Keep Tyler Beautiful. The resulting increase to the monthly residential collection fee is \$0.91. There is also an increase on commercial fees that can be found in the ordinance.

Chapter 19 "Utilities"

The City of Tyler Water Department is recommending additions to the water and wastewater base rates for the 2024-2025 fiscal year. This increase is associated to the debt service requirements for the TWU revenue bond balances outstanding and costs of capital improvement projects outlined in the Water and Wastewater master plans adopted by City Council earlier this year. The City of Tyler Water Department is recommending phase III of uniform volumetric rate. These increases will take effect on October 1, 2024.

Finally, Tyler Water Department is proposing raising the septic tank waste hauler disposal fee to \$100 per 1,000 gallons disposed. This increase will offset the cost to process the waste at the West Side Wastewater Treatment plant.

RECOMMENDATION:

1. It is recommended that the City Council conduct a public hearing.

(following the close of the public hearing)

2. It is recommended that the City Council consider adopting an Ordinance amending and updating fees and other applicable adjustments to Tyler City Code Chapter 6 relating to Buildings and Structures, Chapter 8 relating to Parks, Chapter 10 relating to the Tyler Unified Development Code, Chapter 16 relating to Solid Waste Disposal Regulations, and Chapter 19 relating to Water and Sewer.

Attachments:

[2025 Misc Fee Ordinance](#)

Drafted/Recommended By:

Department Leader

Keidric Trimble, Chief Financial Officer

Edited/Submitted By:

City Manager

ORDINANCE NO. O-2024-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AMENDING CHAPTER 6 “BUILDINGS AND STRUCTURES”, CHAPTER 8 “PARKS”, CHAPTER 10 “TYLER UNIFIED DEVELOPMENT CODE”, CHAPTER 16 “SOLID WASTE DISPOSAL REGULATION”, AND CHAPTER 19 “UTILITIES” OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS, BY AMENDING AND UPDATING VARIOUS FEES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, various fees for services are established in the City Code; and

WHEREAS, it is important for the City Council to update and revise various fees in the City Code;

WHEREAS, Texas Local Government Code Section 214.908(a) defines “building permit fee” as a fee charged by a municipality as a condition to constructing, renovating, or remodeling a structure; and

WHEREAS, Texas Local Government Code Section 214.908(b) provides that a building fee is abolished on the 10th anniversary date the fee is adopted or most recently reauthorized under Section 214.908, unless the municipality that adopted or reauthorized the fee (1) holds a public hearing on the reauthorization of the fee; and (2) reauthorizes the fee by vote of the governing body; and

WHEREAS, on September 11, 2024, the Tyler City Council conducted a public hearing in accordance with Texas Local Government Code Section 214.908;

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

PART 1: That Tyler City Code Chapter 6, “Buildings and Structures”, Article VIII, “Fire Prevention”, is hereby amended by adopting, revising and/or reauthorizing miscellaneous fees by amending Section 6-127 to read as follows:

Sec. 6-127. Permits; Miscellaneous fees.

All permits issued by the Fire Department shall be valid for a period of six (6) months from the date of issuance, except as otherwise provided in this Article.

	<u>The following fees shall be charged by the Fire Department:</u>	<u>If work has started before permit issued, fee is doubled:</u>

a. Permit to install or modify fire sprinkler system	<i>\$125.00 for first 25 heads. \$1.00 for each additional head</i>	<i>\$250.00 for first 25 heads. \$2.00 for each additional head.</i>
b. NFPA automatic fire extinguishing system	<i>\$125.00 per system</i>	<i>\$250.00 per system</i>
c. Nursing home inspection	<i>\$150.00</i>	<i>N/A</i>
d. Day care center inspection	<i>\$100.00</i>	<i>N/A</i>
e. Hospital inspection	<i>250.00 per building address</i>	<i>N/A</i>
f. Reinspection (new construction)	<i>\$75.00</i>	<i>N/A</i>
g. Reinspection (second and subsequent reinspections required to correct a Code violation)	<i>\$75.00</i>	<i>N/A</i>
h. Fireworks display	<i>\$125.00 for each day</i>	<i>\$250.00 for each day</i>
i. Group home inspection	<i>\$100.00</i>	<i>N/A</i>
j. Annual permit for mobile fuel dispensing	<i>\$100.00</i>	<i>\$200.00</i>
k. Permit for mall covered buildings (liquid- and gas-fired equipment; open flame and flame-producing equipment)	<i>\$100.00</i>	<i>\$200.00</i>
l. Permit for exhibit/trade shows	<i>\$75.00</i>	<i>\$150.00</i>
m. Permit to install or modify Underground fire sprinkler mains	<i>\$125.00 per riser</i>	<i>\$250.00 per riser</i>
n. Fire Alarm	<i>\$125.00 per building (First 10 devices) \$1.00 per device thereafter</i>	<i>\$250.00 per building (First 10 devices) \$2.00 per device thereafter</i>
o. Remove or Install Flammable/Combustible/ Chemical Storage Tanks	<i>\$125.00 per tank</i>	<i>\$250.00 per tank</i>
p. Visual Inspection (Fire Alarms/Underground Fire Mains/Overhead Sprinkler	<i>\$75.00</i>	<i>N/A</i>
q. Other Medical (Required State Inspections)	<i>\$150.00</i>	<i>N/A</i>
r. Foster Home/Adoption	<i>No Charge</i>	<i>N/A</i>
s. Home Fire Safety Inspection	<i>No Charge</i>	<i>N/A</i>
t. All Certificate of Occupancy Inspections, including reinspections	<i>\$75.00</i>	<i>\$150.00</i>
u. Apartment Buildings <= 4 stories	<i>\$10.00 per building; minimum \$75.00, maximum \$225.00</i>	<i>N/A</i>
v. Apartment Highrise > 4 stories	<i>\$10.00 per floor; minimum \$75.00, maximum \$225.00</i>	<i>N/A</i>
w. Hotels	<i>\$100.00</i>	<i>N/A</i>
x. Small Restaurants (ie: Coffee Shops, Donut Shops, Ice Cream Parlor)	<i>\$75.00</i>	<i>N/A</i>

y. Restaurants and Cafeterias	\$100.00	N/A
z. Bars and Nightclubs	\$125.00	N/A
aa. Outdoor burning permit	\$1000.00 for seven (7) days. Additional \$150.00/day after the seventh day	N/A
Expedited Plans Review (as staffing permits)	\$150.00 in addition to regular permit fee	N/A
bb. Permit to install or modify Access Control	\$75.00 per system	\$150.00
cc. Permit to install or modify Fire Pump	\$100.00 per fire pump	\$200.00 per fire pump
dd. Final Acceptance Test for permitted projects	\$75.00	\$150.00
ee. Permit for scheduled Fire Watch/FMO Standby	\$200.00 up to and including 4 hours. \$25.00 each additional half hour	N/A
ff. Citizen Complaints, FMO Warning/Citations, System Deficiency (Red/Yellow Tag) Follow-Up	No Charge	N/A
gg. Food Trucks	\$50.00	N/A
hh. Grocery Stores	\$75.00	N/A
ii. Gas Stations/Convenience Stores	\$75.00	N/A
jj. Any business entity which does not fall within the preceding categories.	\$50.00	N/A
~~kk.~~ jj. Group F-1 > 12,000 sf (Factory Use, Manufacturing)	\$100.00	N/A
~~ll.~~ kk. Group M > 12,000 sf (Large Retail, Department Stores)	\$100.00	N/A
~~mm.~~ ll. Group S-1 > 12,000 sf (Storage use)	\$100.00	N/A
After Hours Inspections (as staffing permits, excluding holidays. Normal business hours are 8:00am to 5:00pm Monday - Friday)	\$200.00 up to and including 4 hours. \$25.00 each additional half hour. This is in addition to the applicable permit/inspection fee.	N/A

(Ord. 0-97-29, 6/18/97) (Ord. 0-99-59, 8/18/99) (Ord. 0-2002-38, 9/11/02) (0-2006-79; 9-13-2006) (Ord. 0-2009-103, 9/23/09) (Ord. No. 0-2017-77; 9/13/17) (Ord. No. 0-2021-111; 12/08/21) (Ord. No. 0-2022-87; 09/14/22) (Ord. No. 0-2024-__ ; 9/11/24)

PART 2: That Tyler City Code Chapter 6, “Buildings and Structures”, Article I, “Building Code”, is hereby amended by adopting, revising and/or reauthorizing miscellaneous fees by amending Section 6-3 to read as follows:

Sec. 6-3. SCHEDULE OF PERMIT FEES

a. Building permit fees.

1. New residential construction fees shall be \$0.35 per each square foot of building space. Residential construction shall include all single family detached residences and single family attached residences including duplexes, townhomes and condominiums. Minimum fee fifty dollars (\$50.00).

(Ord. No. 0-2010-99, 9/22/10)(Ord. No. 0-2015-107; 12/9/15) (Ord. No. 0-2019-80; 9/25/19) (Ord. No. 0-2020-85; 9/9/20)(Ord. No. 0-2021-91; 9/22/21) (Ord. No. 0-2024- ; 9/11/24)

2. Nonresidential, commercial and industrial new construction and alteration, additions and repairs. Building permit and fire inspection fees, not including plumbing and electrical permits and inspections fees, on all nonresidential, commercial and industrial new construction and alteration, additions and repairs, shall be five dollars (\$5.00) per each one thousand dollars (\$1,000.00) of estimated construction valuation ~~in accordance with the following schedule~~. Minimum fee fifty dollars (\$50.00).

~~\$1,001 to \$50,000~~	~~\$50.00 plus \$5.75 per \$1,000 or part thereof~~
~~\$50,001 to \$100,000~~	~~\$331.74 for the first \$50,000 plus \$4.60 for each additional \$1,000 or part thereof to and including \$100,000~~
~~\$100,001 to \$500,000~~	~~\$561.74 for the first \$100,000 plus \$3.68 for each additional \$1,000 or part thereof to and including \$500,000~~
~~\$500,001 and up~~	~~\$2,033.74 for the first \$500,000 plus \$2.94 for each additional \$1,000 or part thereof~~

(Ord. No. 0-2010-99, 9/22/10)(Ord. No. 0-2015-107; 12/9/15) (Ord. No. 0-2019-80; 9/25/19) (Ord. No. 0-2020-85; 9/9/20) (Ord. No. 0-2024- ; 9/11/24)

3. Residential, alteration, additions and repairs fees shall be \$0.35 per each square foot of area being remodeled, altered, added, or repaired. The minimum fee for any type of permit shall be fifty dollars (\$50.00).

(Ord. No. 0-2010-99, 9/22/10)(Ord. No. 0-2015-107; 12/9/15) (Ord. No. 0-2019-80; 9/25/19) (Ord. No. 0-2020-85; 9/9/20) (Ord. No. 0-2024- ; 9/11/24)

4. When the estimated construction valuation is not available, or the provided estimate of construction valuation is, in the opinion of the Chief Building Official, not consistent with business or industry-wide construction valuation standards, the Chief Building Official may assign the valuation in accordance with the latest Building Valuation Data, as published by the International Code Council.

5. The fee for reinspection shall be fifty dollars (\$50.00).

6. The fee for plan review shall be twenty-five (25) percent of the permit fee, to be paid when plans are submitted for nonresidential, commercial, and industrial plans. The fee for plan review shall be twenty (20) percent of the permit fee, to be paid when plans are submitted for new residential, residential alteration, addition or repair. If staffing is available, expedited plan review fees for non-civil plans shall be three hundred (300) percent of the normal permit fee plus one hundred (100) dollars per hour. The fee applies to voluntary requests for expedited plan review from applicants.

7. Clean and Show - \$30.00

b. Cooling and heating systems:

1. Minimum permit fee-fifty dollars (\$50.00).
2. Fee for inspecting heating, ventilating, ductwork, air-conditioning and refrigeration systems shall be minimum fifty dollars (\$50.00).
3. Fee for inspecting repairs, alterations and additions to an existing system shall be Fifty dollars (\$50.00).
4. If it is necessary to make a reinspection of a heating, ventilating, air conditioning or refrigeration system, or boiler installation, the installer of such equipment shall pay a reinspection fee of Fifty dollars (\$50.00).
5. When preliminary inspection is requested for purposes permitting temporary operation of heating, ventilating, refrigeration, or air conditioning system, or portion thereof, a fee of fifty dollars (\$50.00) shall be paid by the contractor requesting such preliminary inspection. If the system is not approved for temporary operation on the first preliminary inspection, the usual reinspection fee of fifty dollars (\$50.00) shall be charged for each subsequent preliminary inspection for such purpose.

6. Building Contractor's Registration: *fifty dollars (\$50.00)* (to expire December 31 of each (year). At the time of registration, applicants for registration that are seeking to build, alter or remodel one- or two-family residences shall submit to the Building Inspection Department proof that they have made application for the appropriate State registration as well.

c. Permit fees for signs:

1. Wall Sign / Façade Sign	Less than 50 square feet	<u>\$35.00</u>
	More than 50 square feet	<u>\$60.00</u>
2. Awning Sign	Less than 50 square feet	<u>\$60.00</u>
	More than 50 square feet	<u>\$80.00</u>
3. Projecting Sign	Under 50 square feet	<u>\$60.00</u>
4. Freestanding / Monument Sign	Less than 50 square feet	<u>\$60.00</u>
	More than 50 square feet	<u>\$80.00</u>
5. Electronic Message Center		<u>\$150.00</u>
6. Directional Sign		<u>\$35.00</u>
7. Neon, Argon, or Other Gas Tubing on Any Building		<u>\$70.00</u>
8. Billboard	Single face	<u>\$150.00</u>
	Double face	<u>\$300.00</u>
9. Sign Contractor's Registration		<u>\$50.00</u>
10. Sign Bond (bond to be		<u>\$5,000.00</u>
furnished to City each year or a		
continuation certificate from a		
bonding company; bond to expire		
December 31 each year, same as the license)		

(Ord. No. 0-2011-46, 6/8/11) (Ord. No. 0-2019-80; 9/25/19) (Ord. No. 0-2024- ; 9/11/24)

ed. Demolition of buildings or structures:

1. Residential permits 50.00
2. Residential accessory building 50.00
3. Commercial or industrial: 0 to 2,000 sq. ft 60.00
plus per 100 sq. ft 2.50

In addition to this permit fee, actual cost reimbursement shall be charged for all City personnel and vehicles involved in said demolition permits.

de. Moving of buildings or structures:

1. The following fees are established and shall be paid to the City before any permit is issued to move any building in, through or out of the City.

- (a) For buildings having 500 sq. ft. of floor space or less \$75.00
- (b) For buildings having 501 sq. ft. to 750 sq. ft. of floor space 85.00
- (c) For buildings having 751 sq. ft. to 1,000 sq. ft. of floor space 100.00
- (d) For buildings having 1,001 sq. ft. or more 150.00

2. In addition to this permit fee, actual cost reimbursement shall be charged for all City personnel and vehicles involved in said structural moving.

3. Housemover's registration \$50.00
4. Housemover's bond See State Requirements

ef. Miscellaneous

1. Grading - Residential & Commercial \$50.00
2. Certificate of Occupancy (Commercial only) 80.00
3. Temporary Certificate of Occupancy (Commercial only) 40.00
4. Driveway Approach 50.00
5. Floodplain Permit 50.00
6. Construction Noise Permit No Fee
7. Retaining Wall 50.00
8. Generator Installation 50.00
9. Solar Panel - Residential 100.00
+Elec. Permit
10. Roof Replacement - Residential 100.00
11. Swimming pools - Residential 150.00

In the event any building or structure is started without a permit, the above fees will be increased one hundred (100) percent. No fees shall be refunded, waived, reduced or transferable, except where approved by City Council. (Ord. No. O-93-46, Pt. 2, 7-12-93; Ord. No. O-93-68, Pt. 2, 9-8-93; Ord. No. O-93-83, Pt. 1, 10-1-93) (Ord. No. 0-96-2000, 4/4/96) (Ord. No. 0-2001-59, 12/5/2001) (Ord. No. 0-2002-38, 9/11/02) (0-2006-79; 9-13-2006) (Ord. No. 0-2008-140; 11/12/08) (Ord. No. 0-2011-46, 6/8/11) (Ord. No. 0-2012-69, 9/12/12) (Ord. No. 0-2015-107; 12/9/15) (Ord. No. 0-2017-99; 10/25/17) (Ord. No. 0-2019-80; 9/25/19) (Ord. No. 0-2021-91;

9/22/21)(Ord. No. 0-2024- ; 9/11/24)

PART 3: That Tyler City Code Chapter 8, “Parks”, Article V., “Fees”, is hereby amended by adopting, revising and/or reauthorizing miscellaneous fees by amending Section 8-76 to read as follows:

Sec. 8-76. Special event permit fee; park pavilions and restrooms.

The rates and charges for special event permit fees, park pavilions, and restrooms are provided in this section. All such rates and charges shall be paid in advance. The rates shall be determined in accordance with the following:

a. Unless otherwise specifically provided, the fee for a special event permit shall be fifty dollars (\$50.00).

b. A fee of fifty dollars (\$50.00) shall be charged for the rental of park pavilions and restrooms. A fee of three hundred dollars (\$300.00) shall be charged for vendor shows. A vendor show is defined as any event that takes up a majority of the park rented. The Parks Director shall use his/her discretion to determine if an event is designed as a “vendor show.” (Ord. No. 0-2024- ; 9/11/24)

c. Bergfeld Park amphitheater-A fee of three hundred dollars (\$300.00) per day and a damage deposit of one hundred fifty dollars (\$150) to five hundred dollars (\$500.00) shall be charged for the rental of the amphitheater at Bergfeld Park.

i. Mowing Request-If a special request is needed for the space to be mowed outside of the normal mowing schedule, a fee of one hundred dollars (\$100.00) will be charged.

ii. All amplified events will require paid Parks staff at the expense of the PERMITTEE at a ratio of one (1) employee per 300 attendees, at a rate of \$25.00 per hour, per employee. (Ord. No. O-96-53, 6-26-96) (Ord. 0-2009-103, 9/23/09) (Ord. No. 0-2017-77; 9/13/17) (Ord. No. 0-2018-69; 9/12/18) (Ord. No. 0-2023-85; 9/13/23) (Ord. No. 0-2024- ; 9/11/24)

PART 4: That Tyler City Code Chapter 10, “Tyler Unified Development Code”, Article X, “Administration and Enforcement”, Division B., “Fees”, is hereby amended by adopting, revising and/or reauthorizing miscellaneous fees by amending Section 10-776 to read as follows:

Sec. 10-776 Fees

Application, Permit, Test, or Deposit	Fee
Alternative Compliance Review	\$80.00
Annexation (Voluntary)	~~\$420.00~~ <u>\$70.00</u> [a] [b] + [c] + [e] (Ord. No. 0-2012-83; 10/10/12)(Ord. No. 0-2013-16; 2/27/13) (Ord. No. 0-2014-8; 1/22/14) <u>(Ord. No. 0-2024- ; 9/11/24)</u>
Billboard Registration	\$85.00 per billboard Initially and annually thereafter (Ord. No. 0-2012-69, 9/12/12) (Ord. No. 0-2016-31; 4/13/16)

FEMA Map Revision Letter Review	\$500.00
Master Sign Plan	\$80.00 (Ord. No. 0-2012-83; 10/10/12) (<u>Ord. No. 0-2024-__ ; 9/11/24</u>)
Master Street Plan Amendment	~~\$500.00~~ \$650.00 (<u>Ord. No. 0-2024-__ ; 9/11/24</u>)
Mobile Food Vendor Permit	\$300.00 (Ord. No. 0-2024-68; 7/24/24)
Plats	
Minor Plat (four lots or less with no street or utility extensions)	\$300.00 + \$5 per lot + [a] (when applicable) + [c] (Ord. No. 0-2012-83; 10/10/12) (Ord. No. 0-2013-16; 2/27/13) (Ord. No. 0-2014-8; 1/22/14
Major Plat	\$400.00 + \$5 per lot + [c] + [e] (Ord. No. 0-2012-83; 10/10/12) (Ord. No. 0-2013-16; 2/27/13) (Ord. No. 0-2014-8; 1/22/14
Preliminary Plat	\$300.00 + \$5 per lot + [e]
Pre-Plat Agreement	\$200.00 (Ord. No. 0-2012-69, 9/12/12)
Vacation (Plat Vacation or Vacating Plat)	\$100.00 + [c] (Ord. No. 0-2012-83; 10/10/12)(Ord. No. 0-2013-16; 2/27/13) (Ord. No. 0-2014-8; 1/22/14
Variance/Waiver Request	\$100.00
Predevelopment Meeting (site > 1 acre)	\$100.00
~~Quality Control Testing (Ord. 0-2006-79, 9/13/2006)~~	~~1% (inside City limits) 3% (outside City Limits) Plus \$500 per each submitted plan review~~
Right-of-way Closure	~~\$350.00~~ \$500.00 [a] + [e] (Ord. No. 0-2012-83; 10/10/12)(<u>Ord. No. 0-2024-__ ; 9/11/24</u>)
Sexually Oriented Business License	\$600.00 Initially and annually thereafter
Street Name Change	~~\$200.00~~ \$350.00 [a] + [e] (Ord. No. 0-2012-83; 10/10/12) (<u>Ord. No. 0-2024-__ ; 9/11/24</u>)
Subdivision Infrastructure Plan Review	\$1,000
Temporary Sign Permit	\$10.00
Temporary Use Permit	\$35.00
Traffic Impact Analysis Review	\$1,500
Outdoor Transient Vendor Permit	\$150.00 [c]
Unified Development Code Amendment	\$500.00
Variance	~~\$386.00~~ \$536.00 [a] + [c] + [e] (Ord. No. 0-2012-69; 9/12/12) (Ord. No. 0-2012-83; 10/10/12) (Ord. No. 0-2013-16; 2/27/13) (Ord. No. 0-2014-8; 1/22/14)(<u>Ord. No. 0-2024-__ ; 9/11/24</u>)
Zoning Change/Special Use Permit/Beer and Wine Site Inspection Verification /Zoning Site Inspection Verification	~~\$550.00~~ \$700.00 [a] [b] + [e] (Ord. No. 0-2012-83; 10/10/12)(Ord. No. 0-2012-91; 11/13/12) (<u>Ord. No. 0-2024-__ ; 9/11/24</u>)

Zoning Change	~~\$50.00~~ [a][b] (~~Ord. No. 0-2012-83; 10/10/12~~)
Zoning Change Planned Development	~~\$1,050.00~~ <u>\$1,200.00</u> [a] [b] + [e] (~~Ord. No. 0-2012-83; 10/10/12~~) (<u>Ord. No. 0-2024- ; 9/11/24</u>)
Zoning Site Plan Amendment	~~\$1,050.00~~ <u>\$1,200.00</u> [a] [b] + [e] (~~Ord. No. 0-2024- ; 9/11/24~~)
Zoning Site Plan Amendment (Administrative)	\$80.00
Zoning Verification Letter Request	\$50.00

(Ord. No. 0-2024- ; 9/11/24)

Notes:

References to the existing Publication Fee, Refundable Zoning Sign Deposit and Recording Fee are deleted from the Chart above and are included below. These existing fees [a], [b], and [c], are added to the fees above, where applicable. The intent is to include these existing fees with the fees above, where applicable, to make payment easier. In addition, the Notification Fee, which historically has been mailed to the applicant after the total number of required mailings has been determined, has been added as a lump sum to allow applicants to pay all fees upfront. Staff performed a study on the average number of notices sent per zoning case, and determined the average Notification Fee to be \$20.00. Therefore, the current reference to a .50 Notification Fee per mailed notification is deleted.

[a] Includes mandatory ~~\$30~~ publication and ~~\$20~~ mailed notification required for owners whose property is within 200 feet of the proposed action.

[b] Includes \$20 Zoning Sign Deposit (refundable upon sign's return)

[c] Includes the City fee only. An additional recording fee in the amount published by the Smith County Clerk must also be paid.

[d] The Outdoor Transient Vendor permit fee shall not be required for a Non-Profit.

Non Profit - An organization or entity formed for the purpose of serving a purpose of public or mutual benefit other than the pursuit or accumulation of profits, i.e., 501(c)(3)s, schools, religious organizations, governmental organizations. Proof of non profit status is required. All other entities/individuals will be charged the regular rate.

[e] Late submittal convenience fee equals 50% of total application fee added to application fee.

(Ord. No. 0-2009-19; 3/11/09) (Ord. No. 0-2009-88; 8/26/09) (Ord. No. 0-2010-99; 9/22/10) (Ord. No. 0-2012-69, 9/12/12) (Ord. No. 0-2012-83; 10/12/12) (Ord. No. 0-2012-91; 11/13/12) (Ord. No. 0-2013-16; 2/27/13) (Ord. No. 0-2014-8; 1/22/14) (Ord. No. 0-2016-31; 4/13/16) (Ord. No. 0-2017-77; 9/13/17) (Ord. No. 0-2019-94; 10/23/19) (Ord. No. 0-2019-96; 11/13/19) (Ord. No. 0-2024- ; 9/11/24)

PART 5: That Tyler City Code Chapter 16, “Solid Waste Disposal Regulations”, Article I, “Solid Waste Disposal Regulations”, is hereby amended by adopting, revising and/or reauthorizing miscellaneous fees by amending Section 16-13 to read as follows:

Sec. 16-13. Fees

All fees listed in this section are subject to street use fees and sales tax. The following are the fees for collection of solid waste:

a.

Automated Service for Residential	Container Size	Number of Containers	Trips Per Week	Monthly Charge
1. Units	96 gallon wheeled cart included (For household waste only—not for brush or yard waste)	1	2	~~\$22.66~~ <u>23.57</u> + tax (Ord. No. 0-2020-85; 9/9/20) (Ord. No. 0-2021-91; 9/22/21)(Ord. No. 0-2022-87; 09/14/22)(Ord. No. 0-2023-85; 9/13/23) (Ord. No. 0-2024- ; 9/11/24)
2. More than three (3) residential units at one location may be considered commercial.				
3. Additional carts are ~~\$11.33~~ <u>11.78</u> per month - (Optional) (Ord. No. 0-2020-85; 9/9/20)(Ord. No. 0-2022-87; 09/14/22)(Ord. No. 0-2023-85; 9/13/23) (Ord. No. 0-2024- ; 9/11/24)				
4. Subscription Curbside Recycling - \$5.96 per month for collection every two weeks – (Optional)				
5. Additional Curbside Recycling Carts - \$2.04 per month for collection every two weeks. (Optional)				
6. Packout Service (not applicable to brush collection or leaf bag collection)				
Packout Service (up to 150 feet) - ~~\$15.07~~ <u>15.67</u> per month (Ord. No. 0-2020-85; 9/9/20) (Ord. No. 0-2024- ; 9/11/24)				
Packout Driveout Service (over 150 feet) - ~~\$22.38~~ <u>23.28</u> per month (0-2006-14, 1/25/06; Ord. No. 0-2006-51, 5/24/06) (Ord. 0-2007-111, 9/26/07) (Ord. 0-2009-103, 9/23/09) (Ord. No. 0-2010-99, 9/22/10) (Ord. No. 0-2020-85; 9/9/20)(Ord. No. 0-2022-87; 09/14/22) (Ord. No. 0-2024- ; 9/11/24)				
7. For Solid Waste customers who do not receive Automated Service for Residential (i.e., do not have carts) - ~~\$5.20~~ <u>5.41</u> per month. This surcharge shall not apply to Packout or Driveout customers. (Ord. No. 0-2008-92; 6/23/08) (Ord. No. 0-2020-85; 9/9/20) (Ord. No. 0-2024- ; 9/11/24)				
8. Duplex = 2 units, requires 2 carts (2 x #1 above) ~~\$45.32~~ <u>47.13</u> (Ord. No. 0-2020-85; 9/9/20) (Ord. No. 0-2021-91; 9/22/21)(Ord. No. 0-2022-87; 09/14/22)(Ord. No. 0-2023-85;9/13/23) (Ord. No. 0-2024- ; 9/11/24)				

(Ord. 0-2011-74; 9/14/11) (Ord. No. 0-2017-77; 9/13/17) (Ord. No. 0-2018-69; 9/12/18) (Ord. No. 0-2019-80; 9/25/19) (Ord. No. 0-2020-85; 9/9/20) (Ord. No. 0-2021-91; 9/22/21)(Ord. No. 0-2022-87; 09/14/22)(Ord. No. 0-2023-85;9/13/23) (Ord. No. 0-2024- ; 9/11/24)

b. Commercial, Residential, Public, Education and Religious Institutions: The Director may adjust such rates upward or downward as necessary based on market conditions. Landfill fees, gate rates, and other costs resulting from local, state or federal solid waste regulations charged to the City shall be passed through and added to the following rate schedules on the effective date of such regulations. Effective January 1, each year, the maximum rate will be adjusted by the Consumer Price Index for all Urban Consumers (CPI-U) for all goods and all services. CPI adjustments will be based upon the National average at the close of each December of each year

and the affective rate will be established at October 1st of each year. (Ord. No. 0-2018-69; 9/12/18)
(Ord. No. 0-2024- ; 9/11/24)

1. Front load containers: (Ord. 0-2004-96, 12/8/04) (Ord. No. 0-2006-51, 5/24/06) (Ord. No. 0-2024- ; 9/11/24)

Number of Pickups per week	Container Size				
	2 Yd.	3 Yd.	4 Yd.	6 Yd.	8 Yd.
1	~~\$58.86~~ 61.21	~~\$68.87~~ 71.62	~~\$87.08~~ 90.56	~~\$107.40~~ 111.70	~~\$137.60~~ 143.10
2	~~\$95.08~~ 98.88	~~\$117.95~~ 122.67	~~\$148.83~~ 154.78	~~\$185.34~~ 192.75	~~\$247.14~~ 257.03
3	~~\$134.79~~ 140.18	~~\$154.80~~ 160.99	~~\$202.20~~ 210.29	~~\$278.03~~ 289.15	~~\$336.99~~ 350.47
4		~~\$206.41~~ 214.67	~~\$269.58~~ 280.36	~~\$370.69~~ 385.52	~~\$449.31~~ 467.28
5		~~\$258.04~~ 268.33	~~\$336.99~~ 350.47	~~\$463.38~~ 481.92	~~\$561.67~~ 584.14
6		~~\$284.35~~ 295.72	~~\$370.69~~ 385.52	~~\$557.33~~ 579.62	~~\$674.00~~ 700.96

(Ord. 0-2007-111, 9/26/07, Ord. 0-2015-54, 6/10/15)(Ord. No. 0-2022-87; 09/14/22) (Ord. No. 0-2024- ; 9/11/24)

2. Roll-Off containers: (Ord. 0-2004-96, 12/8/04) (Ord. No. 0-2024- ; 9/11/24)

Type and Size of Container Effective ~~January 1, 2013~~ October 1, 2024			
Open top	Daily Rental	Monthly Rental	Service Fee
12 yard	\$10.00	~~\$75.00~~ \$100.00	~~\$260.00~~ \$360.00
20 yard	\$10.00	~~\$80.00~~ \$100.00	~~\$330.00~~ \$430.00
30 yard	\$10.00	~~\$90.00~~ \$100.00	~~\$425.00~~ \$525.00
40 yard	\$10.00	~~\$96.00~~ \$100.00	~~\$521.00~~ \$621.00
45 yard	\$10.00	~~\$96.00~~ \$100.00	~~\$570.00~~ \$670.00
Compactor			
30 yard	Varies depending on cost	~~\$434.00~~ \$534.00	
35 yard		~~\$483.00~~ \$583.00	
40 yard		~~\$531.00~~ \$631.00	
42 yard		~~\$558.00~~ \$658.00	

(Ord. 0-2015-54, 6/10/15)(Ord. No. 0-2022-87; 09/14/22) (Ord. No. 0-2024- ; 9/11/24)

3. Commercial Hand Pickup:

- (a) Thirty-two (32) gallon garbage cans and/or bags picked up two (2) times each week.
- (b) 96-gallon wheeled carts included in base rate and picked up two (2) times each week:

Commercial Hand Pickup Automated Service	Base Cost
Number of Carts	
1	~~\$25.16~~ 26.17 + tax
2	~~\$50.32~~ 52.33 + tax

3	~~\$75.48~~ <u>78.50</u> + tax
4	~~\$100.64~~ <u>104.67</u> + tax
Packout Service (up to 150 feet): ~~\$15.07~~ <u>15.67</u> per month	
Packout Driveout Service (over 150 feet) - ~~\$22.38~~ <u>23.28</u> per month	
(0-2006-14, 1/25/06) (Ord. 0-2007-111, 9/26/07) (Ord. 0-2009-103; 9/23/09) (Ord. No. 0-2010-99, 9/22/10) (Ord. No. 0-2011-74, 9/14/2011) (Ord. No. 0-2017-77; 9/13/17)(Ord. No. 0-2022-87; 09/14/22)(Ord. No. 0-2023-85;9/13/23) (<u>Ord. No. 0-2024-__ ; 9/11/24</u>)	

4. Late Fees. 1 ½% per month on balance over 30 days past-due.
c. Residential Brush Pickup:

Effective January 1, 2013

Size of Load Cost

Minimum \$20.00

(Ord. No. 0-2022-87; 09/14/22) (Ord. No. 0-2024-__ ; 9/11/24)

- d. Special Pickup:

ServiceRate

All service beyond those normally provided by Solid Waste Department and where the customer requests a service level or a combination of service where there is no posted rate. Rate will be based on comparable cost of service as determined and set by the Director.

- e. Fuel Recovery Fee.

To recover the increase in fuel costs associated with solid waste collection by Solid Waste Department vehicles, a fuel recovery fee is hereby established. Said fee shall be adjusted monthly, and shall be based upon adding .05 percent (.05%) for every cent that the average price of diesel fuel rises above \$2.50 per gallon, or decreasing by .05 percent (.05%) for every cent that the average price of diesel fuel decreases but remains above \$2.50 per gallon.

(Ord. 0-2001-43, 9-5-2001) (Ord. No. 0-2003-55, 10/22/03) (Ord. No. 0-2006-92, 10-24-2006) (Ord. 0-2007-111, 9/26/07) (Ord. No. 0-2008-92; 6/23/08) (Ord. No. 0-2017-77; 9/13/17) (Ord. No. 0-2018-69; 9/12/18)(Ord. No. 0-2022-87; 09/14/22)(Ord. No. 0-2023-85;9/13/23) (Ord. No. 0-2024-__ ; 9/11/24)

PART 6: That Tyler City Code Chapter 19, “Utilities”, Article III., “Water & Sewer Service”, Division C., “Rates”, is hereby amended by adopting, revising and/or reauthorizing miscellaneous fees by amending Sections 19-60, 19-64, and 19-66 to read as follows:

Sec. 19-60. Water service rates.

- a. There is hereby established a minimum monthly water use charge based upon the size of the water meter installed as follows:

MIMNIMUM MONTHLY RATES-Effective 10-1-2023~~4~~ For all classes except Industrial

Monthly Minimum		
Meter Size (in.)	Inside City	Outside City
5/8	~~15.80~~ <u>18.30</u>	~~23.70~~ <u>28.37</u>
1	~~15.80~~ <u>20.75</u>	~~23.70~~ <u>32.16</u>
1 1/2	~~15.80~~ <u>26.85</u>	~~23.70~~ <u>41.62</u>
2	~~18.50~~ <u>36.65</u>	~~27.75~~ <u>56.81</u>
3	~~21.40~~ <u>56.45</u>	~~32.10~~ <u>87.50</u>
4	~~32.50~~ <u>91.10</u>	~~48.75~~ <u>141.21</u>
6	~~48.00~~ <u>166.50</u>	~~72.00~~ <u>258.08</u>
8	~~64.60~~ <u>255.05</u>	~~96.90~~ <u>395.33</u>
10	~~91.30~~ <u>365.20</u>	~~136.95~~ <u>566.06</u>
12	~~117.90~~ <u>633.85</u>	~~176.85~~ <u>982.47</u>

(Ord 0-2003-42, 9-10-2003) (0-2005-77, 9-28-05) (0-2006-79; 9-13-2006) (0-2008-128; 9/24/08) (0-2008-155, 12/10/08) (Ord. 0-2009-103; 9/23/09) (Ord. No. 0-2010-99, 9/22/10) (Ord. 0-2012-69, 9/12/12) (Ord. No. 0-2014-86; 9/24/14) (Ord. No. 0-2015-91; 9/22/15) (Ord. No. 0-2016-78; 9/14/2016) (Ord. No. 0-2017-77; 9/13/17) (Ord. No. 0-2018-69; 9/12/18) (Ord. No. 0-2019-80; 9/25/19) (Ord. No. 0-2020-85; 9/9/20)(Ord. No. 0-2022-33; 4/12/2022) (Ord. No. 0-2022-87; 9/14/2022)(Ord. No. 0-2023-85;9/13/23) (Ord. No. 0-2024- ; 9/11/24)

b. Subject to the minimum monthly charges as provided in subsection a. above, the following rates per month shall be charged for water furnished:

CHARGE (per 1,000 gallons):

Volume	
Volume Charge – Inside City (per 1k gal)	
Volume	October 1, 2023 ⁴ For all classes except Industrial
First 2k	~~3.23~~ <u>3.75</u>
Next 23k	~~3.48~~ <u>3.75</u>
Next 975k	~~2.81~~ <u>3.29</u>
Next 4mil	~~2.58~~ <u>3.14</u>
Over 5mil	~~2.54~~ <u>3.11</u>
Volume	
Volume Charge – Outside City (per 1k gal)	
Volume	October 1, 2023 ⁴ For all classes except Industrial
First 2k	~~4.85~~ <u>5.63</u>
Next 23k	~~5.22~~ <u>5.63</u>
Next 975k	~~4.22~~ <u>4.94</u>
Next 4mil	~~3.87~~ <u>4.71</u>
Over 5mil	~~3.81~~ <u>4.67</u>

(Ord 0-2003-42, 9-10-2003)(0-2005-77, 9-28-05)(0-2006-79; 9-13-2006)(0-2008-128; 9/24/08)(0-2008-155, 12/10/08)(Ord. 0-2009-103; 9/23/09)(Ord. No. 0-2010-99, 9/22/10)(Ord. 0-

2012-69, 9/12/12)(Ord. No. 0-2014-86; 9/24/14)(Ord. No. 0-2015-91; 9/22/15)(Ord. No. O-2016-78; 9/14/2016)(Ord. No. 0-2017-77; 9/13/17)(Ord. No. 0-2018-69; 9/12/18)(Ord. No. 0-2019-80; 9/25/19) (Ord. No. 0-2020-85; 9/9/20) (Ord. No. 0-2021-37; 4/28/21) (Ord. No. 0-2022-87; 9/14/2022)(Ord. No. 0-2023-85;9/13/23) (Ord. No. 0-2024- ; 9/11/24)

Industrial Water Rates

<u>Monthly Minimum</u>			<u>Rate per 1,000 gallons</u>		
<u>Meter Size (in.)</u>	<u>Inside City</u>	<u>Outside City</u>	<u>Gallons</u>	<u>Inside City</u>	<u>Outside City</u>
5/8	~~15.80~~ <u>18.30</u>	~~23.70~~ <u>28.37</u>	0-2,000	~~2.78~~ <u>3.18</u>	~~4.17~~ <u>4.77</u>
1	~~15.80~~ <u>20.75</u>	~~23.70~~ <u>32.16</u>	2k - 25K	~~3.41~~ <u>3.41</u>	~~5.12~~ <u>5.12</u>
1 1/2	~~15.80~~ <u>26.85</u>	~~23.70~~ <u>41.62</u>	25k - 1m	~~2.63~~ <u>2.80</u>	~~3.95~~ <u>4.20</u>
2	~~18.50~~ <u>36.65</u>	~~27.75~~ <u>56.81</u>	1m - 5m	~~2.39~~ <u>2.67</u>	~~3.59~~ <u>4.01</u>
3	~~21.40~~ <u>56.45</u>	~~32.10~~ <u>87.50</u>	over 5m	~~2.35~~ <u>2.64</u>	~~3.53~~ <u>3.96</u>
4	~~32.50~~ <u>91.10</u>	~~48.75~~ <u>141.21</u>			
6	~~48.00~~ <u>166.50</u>	~~72.00~~ <u>258.08</u>			
8	~~64.60~~ <u>255.05</u>	~~96.90~~ <u>395.33</u>			
10	~~91.30~~ <u>365.20</u>	~~136.95~~ <u>566.06</u>			
12	~~117.90~~ <u>633.85</u>	~~176.85~~ <u>982.47</u>			

(Ord. No. 0-2022-87; 9/14/2022) (Ord. No. 0-2024- ; 9/11/24)

c. The monthly charge for private fire protection service shall be as follows:

Fire Line Fee-Effective 10-1-2020

Fire Line Fee

Size

Inches		Fee
4	A	12.00
6	B	23.50
8	C	43.00
10	D	99.50
12	E	107.00

(0-2005-77, 9-28-2005) (0-2006-79; 9-13-2006) (Ord. 0-2009-103; 9/23/09) (Ord. No. 0-2010-99, 9/22/10) (Ord. 0-2012-69, 9/12/12) (Ord. No. 0-2014-86; 9/24/14) (Ord. No. O-2016-78; 9/14/2016) (Ord. No. 0-2017-77; 9/13/17) (Ord. No. 0-2018-69; 9/12/18) (Ord. No. 0-2019-80; 9/25/19) (Ord. No. 0-2020-85; 9/9/20) (Ord. No. 0-2024- ; 9/11/24)

Water used through a fire protection service for purposes other than testing of system shall be at a rate equal to three (3) times the applicable regular rate for service in City. (Ord 0-2003-42, 9-10-2003)

d. Rates for service outside City are based upon contract price between City and the

individual customer which shall be one hundred fifty (150) percent of the rates for service within City.

e. A charge shall be made by the Division for each new tapping of the water mains for a connection, said charge to be determined by the size of the connection and the size of the meter. The fee for making taps and furnishing and installing meters and boxes shall be determined from the following schedule and shall be payable in advance. If a branch were requested with the tap installation on a one-inch tap or larger, a branch charge would be made including the tap charge plus the activation meter charge for each branch tap.

SCHEDULE OF WATER TAP AND METER ACTIVATION FEES

Size	Tap and Meter	Activation	Branch
1" tap x 5/8" meter		1807.00	340.00
1" tap x 1" meter		2168.00	375.00
1½" tap x 1½" meter		3968.00	688.00
2" tap x 2" meter		4565.00	785.00

The tap fee shall include the cost of a tap and service connection from the main line to the meter location when the total length is fifty (50) feet or less and when installation is not by boring or tunneling under a street or other structure. In such cases, the cost of tap and meter shall be the actual cost of furnishing and installing the tap and meter plus a factor of 1.25 to cover overhead and administrative cost. This cost includes all labor, materials and equipment necessary to make the tap, run the service line and set the meter. Where the water tap has been installed according to Division standards by an approved water and sewer contractor, the following schedule shall determine the fee for furnishing the box and meter and installing the meter, said fee being payable in advance.

Size of Existing Tap	Meter Size	Meter Activation Fee
3/4"	5/8"	467.00
1"	5/8"	467.00
1"	1"	528.00
1½"	1½"	968.00
2"	2"	1165.00

Ord 0-2003-42, 9-10-2003) (0-2006-79; 9-13-2006) (0-2008-128; 9/24/08) (Ord. No. 0-2017-77; 9/13/17) (Ord. No. 0-2018-69; 9/12/18) (Ord. No. 0-2019-80; 9/25/19) (Ord. No. 0-2024- ; 9/11/24)

For sizes other than those shown above, the actual cost of furnishing and installing the tap and meter shall be charged time plus a factor of 1.25 to cover overhead and administrative cost. This cost includes all labor, materials, and equipment necessary to make the tap, run the service line, and set the meter. By permission of the Director, water services three (3) inches and larger may be constructed by an approved contractor. Meter pits for three-inch and larger meters will be constructed by the customer own sole expense per Division specifications. Where the tap and meter is existing and a customer desires a larger tap and meter, a credit based on the following schedule will be allowed for the existing meter and box.

Size of Meter (inches)Credit Allowed

5/8 \$ 30.00
 1 55.00
 1½ 140.00
 2 170.00

f. Miscellaneous fees and charges:

After hour turn on/off fee 50.00
 Delinquent fee 50.00
 Late Notice 15.00
 Connection Fee (Charged when service is moved to a new address) 50.00
 Recheck Fee (Charged when customer demands that the meter reading be
 rechecked and the recheck confirms the original reading; First one free,
 \$25.00 after that within 12 month period. 25.00
 Additional Daytime Trip fee 25.00
 Returned check fee 35.00
 Meter testing fee 50.00
 Plugging of Service main 250.00
 Removal of illegal jumper 100.00
 Meter removal, Meter Locked, Meter reinstalled 100.00
 (Ord. No. 0-2004-93, 9-13-2006) (0-2008-128; 9/24/08) (Ord. No. 2009-7, 2/11/09) (Ord. No.
 0-2015-91; 9/22/15) (Ord. No. 0-2024- ; 9/11/24)

g. Rates for service outside City shall be based upon a contract price between City and the individual customer. Water and sewer rates shall be at least one hundred fifty (150) percent of the rates for service within City, except that tap fees and meter activations shall be the same as those within City.

h. The water tap and activation fees shall be reviewed annually by the Division to reflect changes in costs experienced by the Division. Changes in the fee schedule shall become effective upon approval by the City Council. (Ord. No. O-96-54, 6-26-96) (Ord. No. 0-98-74, 9/2/98) (Ord. No. 0-99- 70, 10-1-99 (Ord 0-2003-42, 9-10-2003) (Ord. No. 0-2022-87; 9/14/2022) (Ord. No. 0-2024- ; 9/11/24)

Sec. 19-64. Sewer service rates.

a. The following rates per month shall be charged for sanitary sewer service furnished to the users or customers receiving City sanitary sewer services. In calculating the monthly service charge, the rates shall be applied to the volume of water used as measured by the consumer's water meter, except that water usage subject to charges for sanitary sewer service to single-family residences, duplexes, apartment houses, townhouses, condominiums, and mobile home parks shall not exceed ten thousand (10,000) gallons per single-family residential unit monthly. Rates to commercial, governmental and institutional customers will be based on monthly water use subject to customer proof of lower sewage discharged. If the customer is not supplied water by City, the volume of water used shall be determined by metering or measuring devices acceptable to the Division.

Minimum Sewer Rates for All Non-Industrial Classes- Effective 10-1-2023~~4~~
Monthly Minimum

Meter	Inside	Outside
Size (in.)	City	City
5/8	~~19.10~~ <u>23.40</u>	~~28.65~~ <u>35.10</u>
1	~~19.10~~ <u>26.50</u>	~~28.65~~ <u>39.75</u>
1 1/2	~~19.10~~ <u>34.30</u>	~~28.65~~ <u>51.45</u>
2	~~22.90~~ <u>47.40</u>	~~34.65~~ <u>71.10</u>
3	~~26.60~~ <u>72.90</u>	~~39.90~~ <u>109.35</u>
4	~~41.90~~ <u>119.10</u>	~~62.85~~ <u>178.65</u>
6	~~64.60~~ <u>219.30</u>	~~96.90~~ <u>328.95</u>
8	~~87.50~~ <u>335.40</u>	~~131.25~~ <u>503.10</u>
10	~~125.50~~ <u>481.80</u>	~~188.25~~ <u>722.70</u>
12	~~161.00~~ <u>828.60</u>	~~241.50~~ <u>1,242.90</u>

(Ord. 0-2003-42, 9-10-2003) (0-2005-77, 9-28-2005) (0-2006-79; 9-13-2006) (0-2008-128; 9/24/08) (Ord. 0-2009-103; 9/23/09) (Ord. No. 0-2010-99, 9/22/10) (Ord. 0-2012-69, 9/12/12) (Ord. No. 0-2013-90; 9/25/13) (Ord. No. 0-2014-86; 9/24/14) (Ord. No. 0-2015-91; 9/22/15) (Ord. No. 0-2016-78; 9/14/2016) (Ord. No. 0-2017-77; 9/13/17) (Ord. No. 0-2018-69; 9/12/18) (Ord. No. 0-2019-80; 9/25/19)(Ord. No. 0-2020-85; 9/9/20)(Ord. No. 0-2022-87; 9/14/2022)(Ord. No. 0-2023-85;9/13/23)(Ord. No. 0-2024- ; 9/11/24)

b. Subject to the minimum monthly charges as provided in subsection a. above, the following rates per month shall be charged for sewer service based on water consumption below:

VOLUME	
Volume Charge – Inside City (per 1k gal)	
Volume	October 1, 2023
First 2k	~~3.17~~ <u>4.10</u>
Next 23k	~~3.16~~ <u>4.10</u>
Next 975k	~~3.09~~ <u>3.52</u>
Next 4mil	~~2.67~~ <u>3.24</u>
Over 5mil	~~2.39~~ <u>3.06</u>
VOLUME	
Volume Charge – Outside City (per 1k gal)	
Volume	October 1, 2023
First 2k	~~4.76~~ <u>6.15</u>
Next 23k	~~4.74~~ <u>6.15</u>
Next 975k	~~4.64~~ <u>5.28</u>
Next 4mil	~~4.01~~ <u>4.86</u>
Over 5mil	~~3.59~~ <u>4.59</u>

In calculating the monthly rates and charges hereunder for apartment houses, townhouses, condominiums, mobile home parks under single ownership and other buildings designed for or occupied by three (3) or more families, every separate living unit therein shall be considered a

separate user or customer receiving services rendered by the City's sanitary sewer system. (Ord 0-2003-42, 9-10-2003) (0-2006-79; 9-13-2006) (0-2008-128; 9/24/08) (Ord. 0-2009-103; 9/23/09) (Ord. No. 0-2010-99, 9/22/10) (Ord. 0-2012-69, 9/12/12) (Ord. No. 0-2013-90; 9/25/13) (Ord. No. 0-2014-86; 9/24/14) (Ord. No. 0-2016-78; 9/14/2016) (Ord. No. 0-2017-77; 9/13/17) (Ord. No. 0-2018-69; 9/12/18)(Ord. No. 0-2019-80; 9/25/19) (Ord. No. 0-2020-85; 9/9/20) (Ord. No. 0-2021-37; 4/28/21)(Ord. No. 0-2022-87; 9/14/2022)(Ord. No. 0-2023-85;9/13/23) (Ord. No. 0-2024- ; 9/11/24)

c. For commercial and residential structures not supplied with water from the City of Tyler, the following rules apply for sewer service.

For commercial structures not supplied water from the City of Tyler, sewer service shall be metered in a manner approved by the Director.

For residential structures not supplied water from the City of Tyler, sewer service will be based on established rates and 10,000 gallons water consumed (maximum residential sewer charge). (Ord 0-2003-42, 9-10-2003) (0-2005-77, 9-28-2005) (0-2006-79; 9-13-2006) (Ord. No. 0-2024- ; 9/11/24)

d. The foregoing rates shall apply to service except industrial waste service, rendered within the City. Rates for service outside the City shall be based upon contract price between City and the individual customer which shall be one hundred fifty (150) percent of the rates for service within the City. (Ord. No. 0-96-54, 6-26-96) (Ord No. 0-98-74, 9-2-98) (Ord. No. 0-99- 70, 10-1-99) (Ord. No. 2009-7, 2/11/09) (Ord. No. 0-2013-90; 9/25/13) (Ord. No. 0-2017-77; 9/13/17)(Ord. No. 0-2022-87; 9/14/2022) (Ord. No. 0-2024- ; 9/11/24)

Sec. 19-66. Sewer utility industrial rates.

a. Calculation based on water used. The City sewer utility industrial rate is calculated by adding the minimum bill which is based on the size of water meter, plus the volume of water used, plus a surcharge calculated for any extra strength waste discharged into the system.

TABLE (A1)

MINIMUM MONTHLY INDUSTRIAL RATES -Effective 10-1-2023~~4~~		
Monthly Minimum		
Meter Size (in.)	Inside City	Outside City
5/8	84.00	126.00
1	84.00	126.00
1 1/2	84.00	126.00
2	84.00	126.00
3	84.00	126.00
4	~~84.00~~ 119.10	~~126.00~~ 178.65
6	~~84.00~~ 219.30	~~126.00~~ 328.95
8	~~89.00~~ 335.40	~~133.50~~ 503.10
10	~~128.00~~ 481.80	~~192.00~~ 722.70

12	~~161.00~~ <u>828.60</u>	~~241.50~~ <u>1,242.90</u>
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(Ord 0-2003-42, 9-10-2003) (0-2005-77,9-28-2005) (0-2006-79; 9-13-2006) (0-2008-128; 9/24/08) (Ord. 0-2009-103; 9/23/09) (Ord. No. 0-2010-99, 9/22/10) (Ord. 0-2012-69, 9/12/12) (Ord. No. 0-2013-90; 9/25/13) (Ord. No. 0-2014-86; 9/24/14) (Ord. No. 0-2015-91; 9/22/15) (Ord. No. 0-2016-78; 9/14/2016) (Ord. No. 0-2017-77; 9/13/17) (Ord. No. 0-2018-69; 9/12/18) (Ord. No. 0-2019-80; 9/25/19) (Ord. No. 0-2020-85; 9/9/20)(Ord. No. 0-2022-87; 9/14/2022)(Ord. No. 0-2023-85;9/13/23) (Ord. No. 0-2024- ; 9/11/24)

TABLE (A2)

VOLUME CHARGE FOR WATER USED¹ (per 1,000 gallons):

Volume Charge – Inside City (per 1k gal)	
Volume	October 1, 2023~~4~~
First 2k	~~2.73~~ <u>3.48</u>
Next 998k	~~2.53~~ <u>2.89</u>
Next 4mil	~~2.32~~ <u>2.75</u>
Over 5mil	~~2.21~~ <u>2.68</u>
Volume Charge – Outside City (per 1k gal)	
Volume	October 1, 2023~~4~~
First 2k	~~4.10~~ <u>5.22</u>
Next 998k	~~3.80~~ <u>4.34</u>
Next 4mil	~~3.48~~ <u>4.13</u>
Over 5mil	~~3.32~~ <u>4.02</u>
SURCHARGE FOR EXTRA STRENGTH DISCHARGE	
Based on water used at \$ per mg/1 per 1,000 gallons	
October 1, 2022	
BOD5	0.002660663
COD	0.001286306
TSS	0.001491758

(Ord 0-2003-42, 9-10-2003) (Ord. 0-2005-77, 9-28-2005) (0-2006-79; 9-13-2006) (0-2008-128; 9/24/08) (Ord. 0-2009-103; 9/23/09) (Ord. No. 0-2010-99, 9/22/10) (Ord. 0-2012-69, 9/12/12) (Ord. No. 0-2013-90; 9/25/13) (Ord. No. 0-2014-86; 9/24/14) (Ord. No. 0-2016-78; 9/14/2016) (Ord. No. 0-2017-77; 9/13/17) (Ord. No. 0-2018-69; 9/12/18) (Ord. No. 0-2019-80; 9/25/19) (Ord. No. 0-2020-85; 9/9/20) (Ord. No. 0-2021-37; 4/28/21)(Ord. No. 0-2022-87; 9/14/2022)(Ord. No. 0-2023-85;9/13/23) (Ord. No. 0-2024- ; 9/11/24)

b. Calculation based on sewage disposal. The City sewer utility industrial rate is calculated by adding the minimum bill which is based on the size of the water meter [see TABLE (A1) above, plus the volume of sewage discharged over the minimum, plus a surcharge calculated for any extra strength waste discharged into the system.

TABLE A3

VOLUME CHARGE FOR SEWAGE DISCHARGED² (PER 1,000 GALLONS)		
October 1, 2023~~4~~		
Gallons	Inside City	Outside City

First 2,000	<u>2.73-3.48</u>	<u>4.10-5.22</u>
Next 998,000	<u>2.53-2.89</u>	<u>3.80-4.34</u>
Next 4,000,000	<u>2.32-2.75</u>	<u>3.48-4.13</u>
Over 5,000,000	<u>2.21-2.68</u>	<u>3.32-4.02</u>
SURCHARGE FOR EXTRA STRENGTH DISCHARGE		
Based on sewage discharged \$ per mg/1 per 1,000 gallons		
October 1, 2022		
BOD5	0.003927484	
COD	0.001838857	
TSS	0.002132359	

(Ord 0-2003-42, 9-10-2003) (Ord. 0-2005-77, 9-28-2005) (0-2006-79; 9-13-2006) (0-2008-128; 9/24/08) (Ord. 0-2009-103; 9/23/09) (Ord. No. 0-2010-99, 9/22/10) (Ord. 0-2012-69, 9/12/12) (Ord. No. 0-2013-90; 9/25/13) (Ord. No. 0-2014-86; 9/24/14) (Ord. No. 0-2016-78; 9/14/2016) (Ord. No. 0-2017-77; 9/13/17) (Ord. No. 0-2018-69; 9/12/18) (Ord. No. 0-2019-80; 9/25/19) (Ord. No. 0-2020-85; 9/9/20) (Ord. No. 0-2021-37; 4/28/21)(Ord. No. 0-2022-87; 9/14/2022)(Ord. No. 0-2023-85;9/13/23) (Ord. No. 0-2024- ; 9/11/24)

c. If an industrial user is not connected to the city water system, the minimum charge will be calculated on water system size. The rates charged will be equivalent to the rates charged for metered systems of the same size.

d. If any of the concentrations set forth in the industrial waste ordinance are exceeded, such as, but not limited to chemical oxygen demand (COD) and total suspended solids (TSS), the industrial customer will pay a surcharge in accordance with the preceding extra strength surcharge rates, or as transportation and/or treatment costs may warrant for any other pollutants. Only in exceptional cases will pollutants in excess of permitted parameters be accepted.

e. Industrial rates (I.R.) can thus be calculated by either of two (2) equations:

1. Volume of water used (under 1,000,000 gallons based on a seventy (70) percent return factor):

$$I.R. = M_w + (\text{Rate per 1,000 gals.}) (V_w - 2) + [(\text{COD Surcharge})(\text{COD}-300) + (\text{TSS Surcharge}) (\text{TSS}-250)] V_w$$

2. Volume of sewage discharged (under 1,000,000 gallons):

$$I.R. = M_s + (\text{Rate per 1,000 gals.})(V_s-2) + [(\text{COD Surcharge})(\text{COD}-300) + (\text{TSS Surcharge}) (\text{TSS}-250)] V_s$$
 where:

M_w = The minimum rate for sewer utility use based on the size of water meter.

M_s = The minimum rate for sewer utility use based on the size of water meter, or on the water meter size equivalent.

V_w = The total volume of water used during the month (in thousands of gallons).

V_s = The total volume of sewage discharged during the month (in thousands of gallons).

COD = The established chemical oxygen demand strength of the industrial waste discharged, based on laboratory analyses, and expressed in milligrams per liter (mg/l).

TSS = The established total suspended solids concentration of the industrial waste discharged, based on laboratory analyses, and expressed in milligrams per liter (mg/l).

250 = The surcharge limit for TSS established in the industrial waste ordinance, expressed in milligrams per liter (mg/l).

300 = The surcharge limit for COD established in the industrial waste ordinance, expressed in milligrams per liter (mg/l).

f. Rates for services to industrial waste dischargers outside the city limits shall be multiplied by a factor of 1.5. (Ord. No. O-96-54, 6-26-96) (Ord. No. 0-98-74, 9/2/98) (Ord. No. 0-99- 70, 10-1-99) (Ord. No. 0-2022-87; 9/14/2022) (Ord. No. 0-2024- ; 9/11/24)

PART 7: That Tyler City Code Chapter 19, “Utilities”, Article V., “Liquid Waste and Grease”, Division 1., “Liquid Waste Transportation and Disposal”, is hereby amended by adopting, revising and/or reauthorizing miscellaneous fees by amending Section 19-102 to read as follows:

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

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

b. Applications may be obtained during business hours from the Manager at 511 West Locust, Tyler, Texas, 75702.

c. Applications must be submitted on a form provided for that purpose by the Manager. The application form must be filled in completely, signed by the applicant and verified before a notary public.

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

1. Name (owner and business);
2. Address (residence and business);
3. Owner's social security number;
4. Telephone numbers (residence, business, emergency);
5. Texas Natural Resource Conservation Commission (TNRCC) registration number;
6. The vehicle identification number (VIN) of each vehicle to be permitted;
7. The license number of each vehicle to be permitted; public.
8. Year, make and model of each vehicle to be permitted;
9. Gallon capacity of each vehicle to be permitted;
10. A description of metering equipment with which each such vehicle is equipped;
11. A color photograph of each disposal vehicle;
12. A photocopy of each driver's motor vehicle operator's license;
13. Such other information or data that the Manager may deem necessary to the administration of this article.

e. Each application shall be accompanied by a permit fee of thirty dollars (\$30.00) for the first vehicle to be permitted and twenty dollars (\$20.00) for each additional vehicle to be permitted (maximum of three (3) vehicles per permit). The same fees will apply to annual renewals and will be payable within thirty (30) days of that renewal (normally January first).

f. A Permit issued hereunder shall be valid for a period of one (1) year from the date of issuance unless earlier revoked or suspended in accordance with the provisions of this article.

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

h. The fee for disposal of septage at a City disposal facility is ~~Seventy Five Dollars (\$75.00)~~ One Hundred Dollars (\$100.00) per one thousand (1,000) gallons. (Ord. No. 0-2021-91; 9/22/21)(Ord. No. 0-2022-87; 09/14/22)(Ord. No. 0-2023-85;9/13/23) (Ord. No. 0-2024- ; 9/11/24)

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

j. In the event the volumes of septage received at City facilities decrease substantially and the Manager determines that significant unauthorized waste disposal has resulted as a consequence of the increase in rates, the Manager is authorized to adjust the rate downward for disposal of septage, but in no case may the rate be adjusted so that it is less than the cost for the City to provide the service. (Ord. No. O-96-79, 9-4-96) (Ord. No. 0-99-80, 10/20/99) (Ord. No. 0-2021-91; 9/22/21)(Ord. No. 0-2022-87; 09/14/22); 9/13/17) (Ord. No. 0-2018-69; 9/12/18) (Ord. No. 0-2019-80; 9/25/19) (Ord. No. 0-2020-85; 9/9/20) (Ord. No. 0-2021-37; 4/28/21)(Ord. No. 0-2022-87; 9/14/2022)(Ord. No. 0-2023-85;9/13/23) (Ord. No. 0-2024- ; 9/11/24)

PART 8: 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 9: That any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine as provided in Section 1-4 of the Tyler Code. Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Since this ordinance has a penalty for violation, it shall not become effective until its publication in the newspaper as provided by Section 85 of the Charter of the City of Tyler, Texas, or later. The effective date of this Ordinance shall be October 1, 2024.

PASSED AND APPROVED this 11th day of September, A. D., 2024.

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

ATTEST:

APPROVED:

CASSANDRA BRAGER, CITY CLERK

DEBORAH G. PULLUM, CITY ATTORNEY



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. M-1

Date: September 11, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute a construction contract in the amount \$14,771,658.00 with Gracon Construction, Inc., for the Southside Wastewater Treatment Plant Aeration Basin and Final Clarifier Improvements Project and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

Item Reference: **Agenda Item C-A-5; 06-26-2024, Agenda Item C-A-6; 09-13-2023, Agenda Item M-3; 03-22-2023**

The Southside Wastewater Treatment Plant was built in 1955. The plant has an aging system that requires rehabilitation. The improvements that will be completed under the Southside Wastewater Treatment Aeration Basin and Final Clarifier project will include the removal and replacement of two (2) grit classifiers, rehabilitation of two (2) orbal aeration basins, rehabilitation of two (2) aerobic digesters, rehabilitation of two (2) final clarifiers, rehabilitation of the return activated sludge pump station, rehabilitation of the digested sludge pump station, demolition of the existing area light poles and foundations, installation of new area lights, demolition of the existing caustic system, modifications to the electrical service, and construction of a new electrical building. The project is estimated to be 24 months long and start construction in October of 2024 and be completed by October of 2026. Staff selected KSA Engineers, Inc. to provide engineering services for the design, electrical power system studies, construction management, and construction inspection of this project. This project will be bond-funded.

The Southside Wastewater Treatment Plant Aeration Basin and Final Clarifier Project was publicly advertised, and bids were opened on July 23, 2024. The following bids were received:

1. Drake Heavy Contractors, LLC: \$13,985,000.00
2. Gracon Construction, Inc.: \$14,771,658.00

City staff has reviewed the bids and recommends that the Construction Contract, in the amount of \$14,771,658.00, be awarded to the second lowest bidder, Gracon Construction, Inc. of Mesquite, Texas.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute a construction contract in the amount of \$14,771,658.00 with Gracon Construction, Inc., for the Southside Wastewater Treatment Plant Aeration Basin and Final Clarifier Improvements Project and adopt

a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

Attachments:

[Gracon Construction, Inc.](#)

[Bid Tabulation](#)

[Resolution](#)

Drafted/Recommended By:

Department Leader

Nikki Ingram, P.E., Project Engineer/Kate Dietz, P.E., Director of
Utilities

Edited/Submitted By:

City Manager

Section 5 PROPOSAL

Proposal for CIP Contract to The City of Tyler, Texas

Date of Bid: 07/23/2024

The undersigned, as bidder, in compliance with **CITY'S Notice To Bidders** for construction of:

City of Tyler Bid Number: 24-021

Project Name: Southside Wastewater Treatment Plant Improvements

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 Seven Hundred Twenty, (720) calendar days 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:

AMOUNT:

and 5% G.A.B. Dollars
 _____ Cents
 \$ _____

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	<u>07/18/2024</u>	Received	<u>D. Locke</u>
ADDENDUM NO. 2	_____	Received	_____
ADDENDUM NO. 3	_____	Received	_____
ADDENDUM NO. 4	_____	Received	_____
ADDENDUM NO. 5	_____	Received	_____

Gracon Construction, Inc.
 Bidder

Kenneth A. Graves
 Signature

Kenneth A. Graves
 Printed Name

President
 Title

4343 Lasater Road
 Street Address

Mesquite, TX 75181
 City, State, Zip

972-222-8533
 Telephone Number

07/23/2024
 Date

BASE BID:

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
1.01	1	LS	Mobilization, Insurance, and Bonds (Reference Section 01 22 00.1.2.A) for SEVEN HUNDRED THIRTY EIGHT THOUSAND Dollars NO Cents	\$XXXX	\$ 738,000
1.02	1	LS	Temporary Bypass Pumping (Reference Section 01 22 00.1.2.B) for ONE HUNDRED FIFTEEN THOUSAND Dollars TWENTY Cents	\$XXXX	\$ 115,000.20
1.03	1	LS	Control of Ground and Surface Water (Reference Section 01 22 00.1.2.C) for THREE HUNDRED THOUSAND Dollars NO Cents	\$XXXX	\$ 300,000
1.04	2.5	AC	Hydromulch (Reference Section 01 22 00.1.2.D) for THIRTEEN THOUSAND Dollars NO Cents	\$13,000	\$ 32,500
1.05	1	LS	Clearing and Grubbing (Reference Section 01 22 00.1.2.E) for SIXTY THOUSAND Dollars NO Cents	\$XXXX	\$ 60,000
1.06	1,206	SY	Erosion Control Matting (Reference Section 01 22 00.1.2.F) for TWENTY Dollars NO Cents	\$ 20.00	\$ 24,120
1.07	1	AL	Orbal Aeration Equipment Allowance (Reference Section 01 22 00.1.2.G) for One Million Two Hundred Seventy- Eight Thousand Five Hundred Dollars Zero Cents	\$XXXX	\$1,278,500.00

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
1.08	1,110,084	GAL	Remove, Transport, and Legally Dispose of Sludge (Reference Section 01 22 00.1.2.H) for		
			NO Dollars		
			FORTY-FIVE Cents	\$ 45	\$ 499,537.80
1.09	1	LS	Grit System Improvements (Reference Section 01 22 00.1.2.I) for ONE HUNDRED TEN		
			THOUSAND Dollars		
			NO Cents	\$XXXX	\$ 110,000
1.10	1	LS	Aeration Basin No. 1 and 2 Improvements (Reference Section 01 22 00.1.2.J) for FIVE MILLION NINE HUNDRED		
			THIRTY SEVEN THOUSAND Dollars		
			NO Cents	\$XXXX	\$ 5,937,000
1.11	1	LS	Aerobic Digester No. 1 and 2 Improvements (Reference Section 01 22 00.1.2.K) for ONE MILLION FOUR HUNDRED		
			TWENTY TWO THOUSAND Dollars		
			NO Cents	\$XXXX	\$ 1,422,000
1.12	1	LS	Final Clarifier No. 2 and 3 Improvements (Reference Section 01 22 00.1.2.L) for ONE MILLION FIVE HUNDRED		
			THIRTY THOUSAND Dollars		
			NO Cents	\$XXXX	\$ 1,530,000
1.13	1	LS	Return Activated Sludge Pump Station Improvements (Reference Section 01 22 00.1.2.M) for NINE HUNDRED NINETY		
			THOUSAND Dollars		990,000
			NO Cents	\$XXXX	\$
1.14	1	LS	Digested Sludge Pump Station Improvements (Reference Section 01 22 00.1.2.N) for	\$XXXX	720,000 \$

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
			SEVEN HUNDRED TWENTY THOUSAND No Dollars Cents		720,000
1.15	1	LS	Caustic System Demolition (Reference Section 01 22 00.1.2.O) for NINETY THOUSAND Dollars No Cents		90,000
1.16	1	AL	Miscellaneous Allowance (Reference Section 01 22 00.1.2.P) for Five Hundred Thousand Dollars Zero Cents	\$XXXX	\$500,000.00
1.17	1	AL	Oncor Electrical Service Improvements Allowance (Reference Section 01 22 00.1.2.Q) for Fifty Thousand Dollars Zero Cents	\$XXXX	\$50,000.00
1.18	1	AL	Grit Classifier Equipment Allowance (Reference Section 01 22 00.1.2.R) for Three Hundred Seventy-Five Thousand Dollars Zero Cents	\$XXXX	\$375,000.00

ADD ALTERNATES: NONE

BID SUMMARY**BASE BID TOTAL**

and FOURTEEN MILLION SEVEN HUNDRED SEVENTY Dollars
ONE THOUSAND SIX HUNDRED FIFTY EIGHT Cents

\$ 14,771,658

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:	\$	11,800,000
Value of All Other Charges:	\$	2,971,658
*Total:	\$	14,771,658

- * This statement may be submitted with ***Proposal*** and the total must agree with the **total bid** figure shown in the Bid Summary section above.

Section 6 **BID BOND**

Check Here if this Section is NOT Used ☐

THE STATE OF TEXAS	§	
	§	BID BOND
COUNTY OF SMITH	§	

THAT, Gracon Construction, Inc. [contractor], as **PRINCIPAL**,
 and Travelers Casualty and Surety Company of America [surety], as **SURETY**,
 acknowledge their indebtedness and are held and firmly bound unto the City of Tyler (CITY),
 Texas in Smith County, as **OBLIGEE**, in the amount of
Five Percent of Greatest Amount Bid [insert
figure using written words], (\$ 5% G.A.B.) [insert numerical figure]
 payable to the City of Tyler, Texas for the payment of which, the said **PRINCIPAL** (Contractor)
 and **SURETY** bind themselves, and their heirs, administrators, executors, successors, legal
 representatives, and assigns, jointly and severally, firmly by these presents.

PRINCIPAL (Contractor) is about to submit to **OBLIGEE** (City) a bid or proposal for:

City of Tyler Bid Number	24-021
Project Name	Southside Wastewater Treatment Plant Improvements

in accordance with plans and specifications filed in **OBLIGEE'S** (City's) office and under the
 Request for Quotation (RFQ) / Request for Proposal (RFP) / Invitation to Bid therefor.

NOW THEREFORE:

THE CONDITION OF THIS OBLIGATION IS THAT IF:

- 1) the bid or proposal is rejected, or
- 2) the bid or proposal of **PRINCIPAL** (Contractor) is accepted; and
 - a. the contract for the work is awarded to **PRINCIPAL** (Contractor) by **OBLIGEE** (City),
 - b. **PRINCIPAL** (Contractor) enters into a written contract in the form of contract provided in these contract documents (properly completed in accordance with the bid),
 - c. **PRINCIPAL** (Contractor) furnishes a **Performance and Maintenance Bond** for the performance of the work as required by law and/or the AGREEMENT,
 - d. **PRINCIPAL** (Contractor) furnishes a **Payment Bond** for the payment of all persons performing labor or furnishing materials in connection therewith as required by law and/or the AGREEMENT, and
 - e. **PRINCIPAL** (Contractor) in all other respects performs the agreement created by the acceptance of the bid,

then this obligation will be null and void; otherwise, subject to the following limitation, it will remain in full force and effect.

The limitation referred to above is that surety, in any event, will not be liable for a greater amount than the difference between the amount of principal's bid or proposal and the lowest amount in excess of that bid or proposal for which **CITY** may be able to award the contract within a reasonable time.

The **SURETY**, for value received, hereby stipulates and agrees that the obligations of said

SURETY and its Bond shall be in no way impaired or affected by any extension of the time within which the **OBLIGEE** (City) may accept such bid; and said **SURETY** does hereby waive notice of any such extension.

I (WE) CERTIFY that the **SURETY** is registered by the State Board of Insurance to conduct business in the State of Texas, and acceptable according to the latest list of companies holding Certificates of Authority from the Secretary of the Treasury of the United States, shown on the Treasury List.

I (WE) CERTIFY that the **SURETY** has reviewed the financial condition of the **PRINCIPAL** and the **PRINCIPAL'S** qualification to perform the work required by this project.

IN WITNESS WHEREOF the **PRINCIPAL** (Contractor) and **SURETY** have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, the day and year set forth below.

Signed this 23rd day of July, 2024.

BOND NUMBER: N/A

PRINCIPAL (Contractor)

Gracon Construction, Inc.

Printed Name of Principal

4343 Lasater Road

Mesquite, TX 75181

Physical Address

P.O. Box 360039

Dallas, TX 75336

Mailing Address

972-222-8533

Telephone Number

By:

Signature Kenneth A. Graves

President

Title

SURETY

Travelers Casualty and Surety Company of America

Printed Name of Surety

One Tower Square

Hartford, CT 06183

Physical Address

One Tower Square

Hartford, CT 06183

Mailing Address

860-277-0111

Telephone Number

By:

Signature Felix Navejar

Attorney-in-Fact

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.

TEXAS - INFORMATION OR COMPLAINTS NOTICE

To obtain information or make a complaint:

You may call Travelers toll-free telephone number for information or to make a complaint at: 1-800-328-2189

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at: 1-800-252-3439

You may write the

Texas Department of Insurance
PO Box 149104
Austin, TX 78714-9104
Fax (512) 475-1771
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact your Agent or Travelers first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE – INFORMACI^óN O QUEJAS - TEXAS

Usted puede llamar al numero de telefono gratis de Travelers para informacio/n o para someter una queja al: 1-800-328-2189

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacio/n acerca de companias, coberturas, derechos o quejes al: 1-800-252-3439

Puede escribir al

Departamento de Seguros de Texas
PO Box 149104
Austin, TX 78714-9104
Fax (512) 475-1771
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Agente o Travelers primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de Informacio/n y no se convierte en parte o condicion del documento adjunto.

Project: 24-021 - Southside Wastewater Treatment Plant Improvements
 Obligor: City of Tyler, Texas
 Principal: Gracon Construction, Inc.
 Bid Bond



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Felix Navejar** of **Grapevine, Texas** their true and lawful Attorney-in-Fact(s) to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut
 City of Hartford ss.



By: _____

Robert L. Raney, Senior Vice President

On this **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
 My Commission expires the **30th** day of **June, 2026**



 Anna P. Nowik

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **23rd** day of **July, 2024**



 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

CONTRACTOR'S ACT OF ASSURANCE RESOLUTION

GRACON CONSTRUCTION, INC.

I hereby certify that it was RESOLVED by a quorum of the directors of

GRACON CONSTRUCTION, INC.,

meeting on the day of OCTOBER 4th, 2023, that KENNETH A. GRAVES, PRESIDENT, be, and hereby is, authorized to act on behalf of GRACON CONSTRUCTION, INC., as its representative, in all business transactions conducted in the State of Texas, and;

That the above resolution was unanimously ratified by the Board of Directors at said meeting and that the resolution has not been rescinded or amended and is now in full force and effect; and;

In authentication of the adoption of this resolution, I subscribe my name and affix the seal of the corporation this 22nd day of July 2024.

(SEAL)



Michael Graves, Secretary

Gracon Construction, Inc.
P.O. Box 360039, Dallas, TX 75336
Incorporated in Texas



6781 Oak Hill Boulevard
Tyler, TX 75703
903.581.8141

ADDENDUM No. 1

TO: ALL PLAN HOLDERS (VIA CIVCAST)

DATE: July 18, 2024

PROJECT: City of Tyler
Southside Wastewater Treatment Plant Improvements
City of Tyler Bid No. 24-021
KSA Project No. 101032

The Contract Documents are modified as described below. All bidders shall acknowledge receipt of this and all other Addenda on Page 5-2 of the Proposal. This addendum becomes a part of the Contract Documents. All provisions of the original Plans, Specifications, and Contract Documents shall remain in full force and effect, except as modified by this addendum.

CONTRACT DOCUMENTS

Section 5 Proposal: Remove the current Section 5 Proposal and replace with the attached revised Section 5 Proposal. Below is a summary of the changes to the revised Section 5 Proposal:

- Added Bid Item 1.17 - Oncor Electrical Service Improvements Allowance
- Added Bid Item 1.18 - Grit Classifier Equipment Allowance

Add Appendix 7: Add the attached Grit Classifier Manufacturer's scope of supply

TECHNICAL SPECIFICATIONS

Bid Item Descriptions – Section 01 22 00.1.2.Q: Add the bid item description below:

- Q. Grit Classifier Equipment Allowance:
1. The Allowance shall consist of furnishing all equipment, materials, and start-up services for the proposed Grit Classifiers No. 1 and 2 including but not limited to two (2) grit classifiers, control panels, and appurtenances identified in the manufacturer's scope of supply document.
 2. The Bidder shall contact the equipment manufacturer's representative for the scope of supply and services (HRM Environmental, Inc. 972-672-3735). Refer to Appendix 7 for scope of supply and pricing.
 3. All items included in the specification and/or plans and not included in the supplier's scope of supply shall be included in the Contractor's bid price for the Grit System Improvements.

Addendum No. 1
July 18, 2024
Page 2

4. Measurement and payment for this item shall be based on reimbursement for paid receipts from the manufacturer paid and submitted by the Contractor with monthly pay request.
5. Upon completion of the project, any and all funds remaining in the Allowance shall be retained by the Owner.

Bid Item Descriptions – Section 01 22 00.1.2.R: Add the bid item description below:

R. Oncor Electrical Service Improvements Allowance:

1. Item shall include all cost associated with the coordination and payment for improvements required by Oncor for the electrical service improvements at the Southside WWTP and appurtenances including contact serving electrical utility, determine the exact requirements for the utility service as set by the utility, pay for all fees and charges from the serving utility associated with the improvements, form and construct all facilities required by the serving utility.
2. Contractor shall be responsible for coordination with Oncor, installation of conduit, transformer pads, and pull boxes for the proposed electrical service. All Contractor's cost associated with this shall be included in the Aeration Basin No. 1 and 2 Improvements bid item.
3. Measurement and payment for this item shall be based on reimbursement for paid receipts from Oncor paid and submitted by the Contractor with monthly pay request.
4. Upon completion of the project, any and all funds remaining in the Allowance shall be retained by the Owner.

Aluminum Grating – Section 05 53 13.2.4.A: Revise to be Aluminum I-bar grating.

Treads and Steel Grating - Section 05 53 10: Add the attached technical specification section.

Open Flight Screw Pumps - Section 43 24 41.1.4.B: Revise Item 6 from 16" to 20".

Open Flight Screw Pumps - Section 43 24 41.1.4.B: Revise Item 20 from 49 to 52 RPM.

Open Flight Screw Pumps - Section 43 24 41.1.4.B: Revise Item 21 from 15 to 20 HP.

Open Flight Screw Pumps - Section 43 24 41.1.4.B: Revise Item 22 from 13.1 to 14.89 HP.

PLAN SHEETS

Sheet 5 – Delete sheet and replace with attached Sheet 5R1 revised per Addendum 1.

Sheet 7 – Delete sheet and replace with attached Sheet 7R1 revised per Addendum 1.

Addendum No. 1
July 18, 2024
Page 3

Sheet 8 – Delete sheet and replace with attached Sheet 8R1 revised per Addendum 1.

Sheet 16 – Delete sheet and replace with attached Sheet 16R1 revised per Addendum 1.

Sheet 46 Typical Grating Connection Detail – Revise Note to read as below:

DETAILS SHOWN FOR GRATING WITH MAXIMUM 6'-0" SPAN.
PROVIDE ALL GRATING FOR 100 P.S.F. LOAD AND MAX.
DEFLECTION OF 1/4" WITH MIN. GRATING BAR DEPTH OF 2".
ALL GRATING SHALL BE ALUMINUM I-BAR GRATING - 2" (MIN.)
UNLESS OTHERWISE NOTED.

Sheet E-102 – Delete sheet and replace with attached Sheet E-102 revised per Addendum 1.

Sheet E-201 – Delete sheet and replace with attached Sheet E-201 revised per Addendum 1.

Sheet E-402 – Delete sheet and replace with attached Sheet E-402 revised per Addendum 1.

Sheet E-404 – Delete sheet and replace with attached Sheet E-404 revised per Addendum 1.

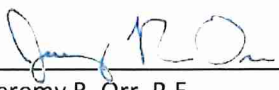
Sheet E-603 – Delete sheet and replace with attached Sheet E-603 revised per Addendum 1.

Sheet E-604 – Delete sheet and replace with attached Sheet E-604 revised per Addendum 1.

Sheet E-801 – Delete sheet and replace with attached Sheet E-801 revised per Addendum 1.

ADDENDUM No. 1 ISSUED BY:

KSA ENGINEERS, INC.



Jeremy R. Orr, P.E.
Municipal Team Leader

JRO



7-18-24



TBPE Firm Registration No. F-1356

PHYSICAL: GRACON CONSTRUCTION, INC.
4343 LASATER ROAD
MESQUITE, TX 75181

MAIL TO: GRACON CONSTRUCTION INC.
P.O. BOX 360039
DALLAS, TX 75336-0039



972-222-8533 OFFICE
972-222-8542 FAX

BID ENCLOSED

City of Tyler Southside Wastewater Treatment
Plant Improvements #24-021
City of Tyler 304 North Border, Tyler , TX 75702 Attn:
Purchasing Manager

EST # 2415

BID # 1414

DATE: 7/23/2024

TIME: 2:00PM

ADDENDUMS

1

07/18/2024

RECEIVED
JUL 23 2024
CITY OF TYLER
FINANCE DEPT.
1:49 pm
MV

CITY OF TYLER
FINANCE DEPT.

JUL 23 2024

DELIVERED

BID TABULATION

City of Tyler
Southside Wastewater Treatment Plant Improvements
KSA Project No. 101032 / Bid No. 24-021
Bid Date: July 23,2024

				01 Drake Heavy Contractors, LLC 3737 Lamar Ave, Suite 700 Paris, TX 75460 903.784.4321		02 Gracon Construction, Inc. 4343 Lasater Road Mesquite, TX 75181 972.222.8533	
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID							
1.01	Mobilization, Insurance, and Bonds	LS	1	\$625,000.00	\$625,000.00	\$738,000.00	\$738,000.00
1.02	Temporary Bypass Pumping	LS	1	\$70,000.00	\$70,000.00	\$115,000.20	\$115,000.20
1.03	Control of Ground and Surface Water	LS	1	\$275,000.00	\$275,000.00	\$300,000.00	\$300,000.00
1.04	Hydromulch	AC	2.5	\$6,000.00	\$15,000.00	\$13,000.00	\$32,500.00
1.05	Clearing and Grubbing	LS	1	\$19,000.00	\$19,000.00	\$60,000.00	\$60,000.00
1.06	Erosion Control Matting	SY	1,206	\$4.00	\$4,824.00	\$20.00	\$24,120.00
1.07	Orbal Aeration Equipment Allowance	AL	1	\$1,278,500.00	\$1,278,500.00	\$1,278,500.00	\$1,278,500.00
1.08	Remove, Transport, and Legally Dispose of Sludge	GAL	1,110,084	\$0.50	\$555,042.00	\$0.45	\$499,537.80
1.09	Grit System Improvements	LS	1	\$110,000.00	\$110,000.00	\$110,000.00	\$110,000.00
1.10	Aeration Basin No. 1 and 2 Improvements	LS	1	\$5,172,634.00	\$5,172,634.00	\$5,937,000.00	\$5,937,000.00
1.11	Aerobic Digester No. 1 and 2 Improvements	LS	1	\$1,860,000.00	\$1,860,000.00	\$1,422,000.00	\$1,422,000.00
1.12	Final Clarifier No. 2 and 3 Improvements	LS	1	\$1,500,000.00	\$1,500,000.00	\$1,530,000.00	\$1,530,000.00
1.13	Return Activated Sludge Pump Station Improvements	LS	1	\$925,000.00	\$925,000.00	\$990,000.00	\$990,000.00
1.14	Digested Sludge Pump Station Improvements	LS	1	\$550,000.00	\$550,000.00	\$720,000.00	\$720,000.00
1.15	Caustic System Demolition	LS	1	\$100,000.00	\$100,000.00	\$90,000.00	\$90,000.00
1.16	Miscellaneous Allowance	AL	1	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00
1.17	Oncor Electric Service Improvements Allowance	AL	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
1.18	Grit Classifier Equipment Allowance	AL	1	\$375,000.00	\$375,000.00	\$375,000.00	\$375,000.00
TOTAL BID AMOUNT					\$13,985,000.00		\$14,771,658.00

Compiled by:

KSA

TBPE Firm Registration No. F-1356



Jeremy Orr, P.E.
Project Manager

RESOLUTION NO. R-2024-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT FOR THE ENGINEERING, DESIGN AND CONSTRUCTION OF THE SOUTHSIDE WASTEWATER TREATMENT PLANT AERATION BASIN AND FINAL CLARIFIER PROJECT; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the City of Tyler, Texas (the "Issuer") reserves the right to issue debt for the engineering, design, and construction of the Southside Wastewater Treatment Plant Aeration Basin and Final Clarifier Project (the "Project") and further intends to make certain capital expenditures with respect to the Project and currently reserves the right to reimburse the capital expenditures with proceeds of such debt; and

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

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

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

Part 1: That the City of Tyler reasonably expects to reserve the right to reimburse capital expenditures with respect to the Project with proceeds of future potential debt hereafter which may be incurred by the issuer, and that this Resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Project is \$14,771,658.00.

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

PASSED AND APPROVED, this the 11th day of September, 2024.

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

ATTEST:

APPROVED:

CASSANDRA BRAGER, CITY CLERK

DEBORAH G. PULLUM,
CITY ATTORNEY



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. M-2

Date: September 11, 2024

Subject: Request that City Council consider authorizing the City Manager to execute a professional services contract in the amount of \$49,850.00, with HDR, Inc., for the Tyler Water Utilities Capital Improvements Plan Prioritization Project.

Item Reference:

Tyler Water Utilities (TWU) has identified a need to enhance its project prioritization and financial planning capabilities to better support critical infrastructure improvements. To address this need, HDR Engineering, Inc. will utilize their EconH2O model to aid in project prioritization, funding identification, and revenue forecasting. This model will greatly enhance the TWU's ability to make informed data-driven decisions regarding infrastructure projects, ensuring that resources are allocated efficiently and effectively.

The EconH2O model offers a comprehensive multi-criteria decision-making interface for project prioritization. It enables scenario analysis for various funding sources, develops a ranked inventory of projects based on priority scores, and optimizes project sequencing within budget constraints. Additionally, the model provides project management constraints, features a dashboard for customized result visualization, and delivers outputs for project scheduling, funding source utilization, and cash flow based on the modeled inputs.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute a professional services contract in the amount of \$49,850.00, with HDR, Inc., for the Tyler Water Utilities Capital Improvements Plan Prioritization Project.

Attachments:

[Professional Services Agreement](#)

Drafted/Recommended By:

Department Leader Nikki Ingram, P.E., Project Engineer/Kate Dietz, P.E., Director of Utilities

Edited/Submitted By:

City Manager



STATE OF TEXAS

§

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

COUNTY OF SMITH

§

This AGREEMENT is entered into, with an Effective Date of _____, _____ [insert date of last party's signature], by and between the **CITY OF TYLER**, in Smith County, Texas (OWNER), acting therein by and through its duly authorized City Manager, and HDR Engineering, Inc. (ENGINEER or ARCHITECT), hereinafter referred to as "E/A," for the purpose of acquiring all professional engineering and/or architectural services required for the project known as "Capital Improvements Plan – Project Prioritization" (hereinafter called the Project).

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

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

1.1. General.

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

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

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

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

1.2. Study and Report Phase.

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

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

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

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

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

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

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

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

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

1.3. Preliminary Design Phase.

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

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

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

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

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

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

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

documents as needed for the OWNER to begin land acquisition.

1.4. Final Design Phase.

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

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

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

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

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

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

1.5. Bidding or Negotiating Phase.

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

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

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

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

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

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

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

1.6. Construction Phase.

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

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

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

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

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

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

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

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

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

thereto.

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

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

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

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

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

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

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

1.7. Operational Phase.

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

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

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

SECTION 2—ADDITIONAL SERVICES OF E/A

2.1. Services Requiring Authorization in Advance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2. Required Additional Services.

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

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

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

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

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

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

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

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

SECTION 3—OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

3.4.2. appropriate professional interpretations of all of the foregoing;

3.4.3. environmental assessment and impact statements;

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

3.4.5. property descriptions;

3.4.6. zoning, deed and other land use restrictions;

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4—PERIODS OF SERVICE

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

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

SECTION 5—PAYMENTS TO ENGINEER AND/OR ARCHITECT CONSULTANT

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

For design, construction plan preparation, construction document preparation (including bid proposal, specifications, construction contract), and all other services to be rendered by E/A hereunder, as the same are set out in the attached sample Work Order, "Exhibit "A".

5.2. Times of Payment.

E/A shall submit clear and detailed monthly statements for the services rendered and for the expenses and hourly costs incurred. The statements shall show the percent of work completed and amount billed to date, broken down by activity or task. All monthly statements shall be in a form as specified by and acceptable to OWNER.

SECTION 6—CONSTRUCTION COST AND OPINIONS OF COST

6.1. Construction Cost.

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

6.2. Opinions of Cost.

It is understood by the Parties that E/A has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Therefore, E/A's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of E/A's experience and qualifications and represent E/A's best judgment as an experienced and qualified professional E/A, familiar with the construction industry; but E/A cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by E/A. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator as provided in paragraph 3.9.

SECTION 7—GENERAL CONSIDERATIONS

7.1. Termination.

7.1.1. During the construction phase of the Project, and except as provided under **Exhibit F-Procedure for Correcting Construction Defects** which is applicable when the construction is to a City-owned building or other public work, this Agreement may be terminated by either party hereto, with or without cause, upon a minimum of thirty (30) calendar days

written notice thereof. It is understood that immediately upon receipt of said notice all work and labor being performed under this Agreement shall cease immediately. Before the end of the minimum thirty (30) calendar day period following receipt of said notice, the E/A shall invoice the OWNER for all work completed. The E/A shall be compensated in accordance with the terms of this Agreement for all work accomplished and approved by the OWNER up to the date of termination.

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

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

7.2. Reuse of Documents.

The E/A's Instruments of Service (including but not limited to plans, field surveys, maps, cross sections, drawings, specifications, calculations and other data related to the Project) are and shall remain the property of the E/A until payment of the E/A in full. Upon payment of the E/A in full, said E/A's Instruments of Service shall pass to and become the property of the OWNER without restriction as to their subsequent uses. E/A acknowledges that OWNER is a governmental entity and that all Instruments of Service in respect of the Project, upon completion of the Project, shall thereafter be subject to the Texas Public Information Act (Texas Government Code Chapter 552) and any other applicable laws requiring public disclosure of the information contained in said documents. In the event that a valid Public Information Request is received prior to completion of the Project and payment of the E/A in full, OWNER shall work with the E/A to protect any

information deemed to be confidential by seeking an Opinion from the Texas Attorney General as allowed by State law. Any reuse of Instruments of Service by OWNER or others on projects not contemplated under this Agreement shall be at the reuser's sole risk, without legal liability to E/A.

7.3. Insurance.

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

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

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

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

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

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

7.4. Additional Insured Endorsements.

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

The form of the endorsement(s) shall be:

Option 1:

CG 20 10 10 01

Additional Insured - Owners, Lessees, or Contractor – Scheduled Person or Organization

AND, the additional endorsement of

CG 20 37 07 04

Additional Insured – Owners, Lessees, or Contractors – Completed Operations

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

Option 2:

CG 20 10 07 04

Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization

AND, the additional endorsement of

CG 20 37 07 04

Additional Insured – Owners, Lessees, or

Contractors – Completed Operations

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

Option 3:

GA 4113 11 99

Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization – Your Work

AND, the additional endorsement of

GA 233 02 07

Contractors’ Commercial General Liability Broadened – with coverage for Completed Operations in conformance to specific written contract

E/A shall attach actual copies of the endorsements.

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

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

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

E/A agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to OWNER, the E/A agrees, when requested by OWNER, to maintain a Commercial Surety Bond in an amount equal to said deductible amount.

7.6. Waiver of Subrogation.

E/A agrees by entering into this written Agreement to a Waiver of Subrogation in favor of the OWNER for each required policy providing coverage during the

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

7.7. Subconsultants' Insurance.

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

7.8. Insurance Effective Until Completion.

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

7.9. Right to Revise or Reject Insurance.

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

7.9.2 Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's Office in the OWNER'S Legal Department for their adequacy as to form, content, form of protection, and providing company. Additionally, the OWNER reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due of its poor financial condition or failure to operate legally in the State of Texas. In such events, OWNER shall provide E/A written notice of such revisions or rejections.

7.10. Certificate of Insurance.

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

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

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

7.11. Insurance - No Limit on Obligation to Pay.

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

7.12. Non-compliance; Breach.

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

7.13. Indemnity.

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

7.14. Certificate of Interested Parties.

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

7.15. Controlling Law.

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

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

7.16. Successors and Assigns.

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

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

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

SECTION 8—SPECIAL PROVISIONS, SCHEDULES, AND EXHIBITS

8.1. Special Provisions.

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

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

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

8.2. Exhibits.

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

- *Exhibit A - E/A's Work Order,*
- *Exhibit B - Certificate of Insurance and Endorsements,*
- *Exhibit C - Certificate of Interested Parties (Form 1295) (if required),*
- *Exhibit D - Procedure for Correcting Construction Defects (Applicable only to construction contracts affecting City-owned buildings and other public works)*

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

8.3. Entire Agreement.

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

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

8.4. Effective Date.

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

8.5. Severability.

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

8.6. Waiver.

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

8.7. Notices.

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

E/A:

HDR Engineering, Inc.
Attn: Katie Livas, P.E.
17111 Preston Road, Suite 300
Dallas, Texas 75248

OWNER:

City of Tyler
Attn: Kate Dietz, P.E.
P.O. Box 2039
Tyler, TX 75710

8.8. Venue.

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

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

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

FOR THE CITY OF TYLER, TEXAS:

ATTEST:

By:

City Manager _____ Date _____

Edward Broussard

Printed Name

By:

City Clerk

Cassandra Brager

Printed Name

APPROVED:

By:

City Attorney's Office _____ Date _____

Printed Name

RECOMMENDED:

By:

Department Leader

Date

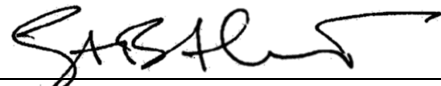
Printed Name

CITY COUNCIL APPROVAL:

AGENDA ITEM NUMBER: Item No.

DATE APPROVED: _____ Enter approval date

FOR THE E/A:

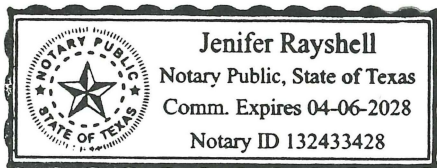
By:  08/27/2024
Vice President/Area Manager Date

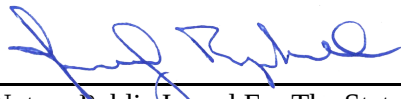
Lucas A. Bathurst, P.E.

Printed Name

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Lucas A. Bathurst, who is known to me, or who was proved to me through _____ to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of August, 2024.




Notary Public In and For The State of Texas

Jenifer Rayshell

My Commission Expires: April 6, 2028

Notary's Printed Name

INDEX OF EXHIBITS

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

Exhibit B – E/A's Project Schedule

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

Exhibit D - Certificates of Insurance and Endorsements

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

Exhibit F – Procedure for Correcting Construction Defects

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

CITY OF TYLER
TYLER WATER UTILITIES DEPARTMENT
Capital Improvements Plan Prioritization Project

BACKGROUND:

The City of Tyler (CITY) has requested that HDR Engineering, Inc. (CONSULTANT) provide a scope of services to customize and deploy CONSULTANT's EconH2O model to facilitate project prioritization and financial planning. This model will be delivered to the CITY for its current and future use to prioritize projects, identify funding and financing sources, and forecast revenue needs to support critical infrastructure improvements.

The CONSULTANT'S EconH2O model provides:

- Multi-criteria decision making (MDCA) project prioritization interface
 - Module to input prioritization criteria into model
 - Module for criteria weighting that CITY staff can use
 - Module for scoring projects relative to prioritization criteria
- Project input interface:
 - Easily enter project data, including cost, cost curve, timeline if known, and funding source if known
- Funding source inputs including:
 - Municipal revenue bonds (note CITY to provide assumptions):
 - Expected interest and term
 - Target coverage ratios
 - Strategic funds (i.e., SRF, WIFIA)

The model will also perform the following functions:

- Allow for scenario analysis on different funding sources
- Develop a ranked inventory of projects based on priority score
- Optimize project sequencing within given budget constraints
- Provide staff project management constraints
- Provide a dashboard for customized visualization of results
- Provide an output of project scheduling, funding source use, and cash-flow based on the modeled inputs

Scope Objective:

CONSULTANT will provide professional services to customize and deploy the EconH2O model for the CITY. The objective is to provide this model to the CITY to further assist with prioritizing water and wastewater improvements in developing the CITY's CIP.

Assumptions:

In developing this scope of work and the associated level of effort for each task, CONSULTANT has made the assumptions outlined below:

General

The following assumptions were used in preparation of the scope and the associated engineering fee:

1. The EconH2O model is built in Microsoft Excel using formulas and Visual Basic Code.
2. The assumed level of effort includes development of one model for water and wastewater projects.
3. The model is for internal CITY use and scenario planning purposes only.
4. HDR retains all rights, copyright, and intellectual property of the EconH2O model, include Visual Basic code, algorithms, and model framework developed at any point with this project. The CITY agrees not to share the model with any other entity.
5. The CITY will provide information for capital improvement projects to incorporate.
6. The CITY will provide accurate financial data and will participate in criteria weighting and project scoring.
7. The CITY will work with CONSULTANT to identify prioritization criteria.
8. Additional updates to the model after initial completion as part of this project can be provided as an additional service.
9. CONSULTANT's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising CITY, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

Refer to the additional assumptions as delineated by task in the detailed scope herein.

DETAILED SCOPE:

The Scope of Work that follows details the individual tasks and deliverables for the PROJECT.

Task 1 – Project Initiation and Management

CONSULTANT will perform the following services.

Task 1.1 – Project Initiation and Management Plan

As part of project planning and set-up, CONSULTANT will develop a project management and quality plan outlining the project goals and objectives, scope of work, communications protocols, and quality review plan.

Task 1.2 – Project Kickoff Meeting

A kickoff meeting (virtual meeting) will be held with the City to confirm key elements of the project management and quality plan, project scope of work, baseline schedule, an initial discussion of project goals and objectives, and an initial discussion and screening of prioritization criteria to be used in the model.

Task 1.3 – Tracking & Reporting

Throughout project execution, CONSULTANT will conduct monitoring and control activities to track project progress and develop monthly invoices with project activity reports for submittal to the City. Activity reports will document activities completed in the previous period and planned activities for the following month. For this task, up to four (4) months is assumed.

Deliverables:

- Project Management Plan (includes quality control plan)
- Project Kickoff Workshop #1 (to be held via virtual meeting)
- Workshop #1 agenda and summary in .pdf format
- Monthly invoices with activity report and updated project schedule

TASK 2 - Development of EconH2O Model for Water and Wastewater

CONSULTANT will perform the following services.

Task 2.1 – Data Collection

CONSULTANT will prepare a data request that includes relevant projects for water and wastewater systems, funding, and financial data.

Deliverables:

- Data request

Task 2.2 – Prioritization Criteria Development and Weighting Exercise

CONSULTANT will provide a list of common prioritization criteria, definitions, and weights for review by the City in preparation for a workshop (Workshop #2) with the CITY to develop prioritization criteria to be used in the model. In the workshop, CONSULTANT will collaborate with CITY to weight the criteria using the pairwise comparison included in the EconH2O model. CONSULTANT will then prepare a document outlining the model framework, provided in Microsoft Visio format.

Deliverables:

- List of a common prioritization criteria
- Criteria Weighting - Workshop #2 (to be held in person)
- Workshop #2 agenda and summary in .pdf format
- Model framework (.vis format)

Task 2.3 Project Scoring

CONSULTANT will collaborate with the CITY to assist with scoring a sample set of projects to be used in the model. The scoring effort will consist of a workshop with stakeholders to review criteria and score projects based on the criteria definitions. It is assumed the City will apply the scoring approach to the breadth of the CIP projects following the Project Scoring Workshop.

Deliverables:

- Project Scoring process
- Project Scoring - Workshop #3 (in person)
- Workshop #3 agenda and minutes in .pdf format

Task 2.4 – Customized Model Refinement

The purpose of this task is to customize the CONSULTANT's EconH2O excel model for the CITY, which will be used to prioritize water and wastewater system projects and create implementation strategies.

CONSULTANT will develop a draft model for that includes:

- Criteria and weights Input
- Project data input
- Prioritization algorithm
- Schedule efficiency optimization algorithm
- Dashboard with draft results

CONSULTANT will work with the CITY to customize the model dashboards, including identifying model “toggles” and key performance indicators that will be used to model scenarios and make decisions.

After data is entered, the dashboards are customized, and preliminary results are modeled, CONSULTANT will conduct a virtual workshop to review the models with the CITY. Up to 3 model revisions are included in the proposed fee for the model.

Deliverables:

- Draft and Final EconH2O model (.xlsm format)
- Model Review Workshop #4 (to be held via virtual meeting)
- Workshop #4 agenda and summary in .pdf format

Task 2.5 – User Guide and Training

CONSULTANT will develop and provide the CITY with a user guide and provide a virtual training workshop for users of the models. During this workshop, we will also review preliminary results of different model runs and discuss how to interpret these results.

Deliverables:

- Draft and Final User Guide for EconH2O model (.pdf format)
- Model Training – Workshop #5 (to be held via virtual meeting)
- Workshop #5 agenda and summary in .pdf format

COMPENSATION:

Consultant will be paid a lump sum amount of **\$49,850**. The fee per sub-task is as follows (refer to Attachment "A" for additional detail):

Task 1.1 – Project Initiation and Management Plan	\$	1,307
Task 1.2 – Project Kickoff Meeting	\$	2,615
Task 1.3 – Tracking and Reporting	\$	1,917
Task 2.1 – Data Collection	\$	5,359
Task 2.2 – Prioritization Criteria Development and Weighting Exercise	\$	7,566
Task 2.3 – Project Scoring	\$	4,095
Task 2.3 – Customized EconH2O Model	\$	22,933
Task 2.4 – User Guide and Training	\$	4,057

ATTACHMENT A

City of Tyler - Tyler Water Utilities

CIP Project Prioritization - EConH2O Model Development

	LABOR HOURS						FEE			
	Principal	Project Manager	Technical Advisors / QC	Sr. Economist	Admin. Support					
	Hoffman	Livas	Koorn	Kafka	Rayshell	Hours	LABOR	EXPENSES	EXPENSE MARKUP @10%	TOTAL
Task 1.1 - Project Initiation and Management Plan		2			4	6	\$ 1,285	\$ 20	\$ 2	\$ 1,307
Task 1.2 - Project Kickoff Meeting	2	6				8	\$ 2,573	\$ 39	\$ 4	\$ 2,615
Task 1.3 - Tracking and Reporting		4			4	8	\$ 1,886	\$ 28	\$ 3	\$ 1,917
Task 2.1 - Data Collection	2	8		12		22	\$ 5,272	\$ 79	\$ 8	\$ 5,359
Task 2.2 - Prioritization Criteria Development and Weighting Exercise	4	12		12		28	\$ 7,244	\$ 293	\$ 29	\$ 7,566
Task 2.3 - Project Scoring	2	8		2		12	\$ 3,524	\$ 519	\$ 52	\$ 4,095
Task 2.4 - Customized Model Refinement		6	4	110		120	\$ 22,362	\$ 519	\$ 52	\$ 22,933
Task 2.5 - User Guide and Training		4		14	2	20	\$ 3,991	\$ 60	\$ 6	\$ 4,057
Total	10	50	4	150	10	224	\$ 48,137	\$ 1,557	\$ 156	\$ 49,850

Exhibit B - E/A's Project Schedule

Exhibit B - E/A's Project Schedule
Tyler Water Utilities - CIP Prioritization Project Schdule

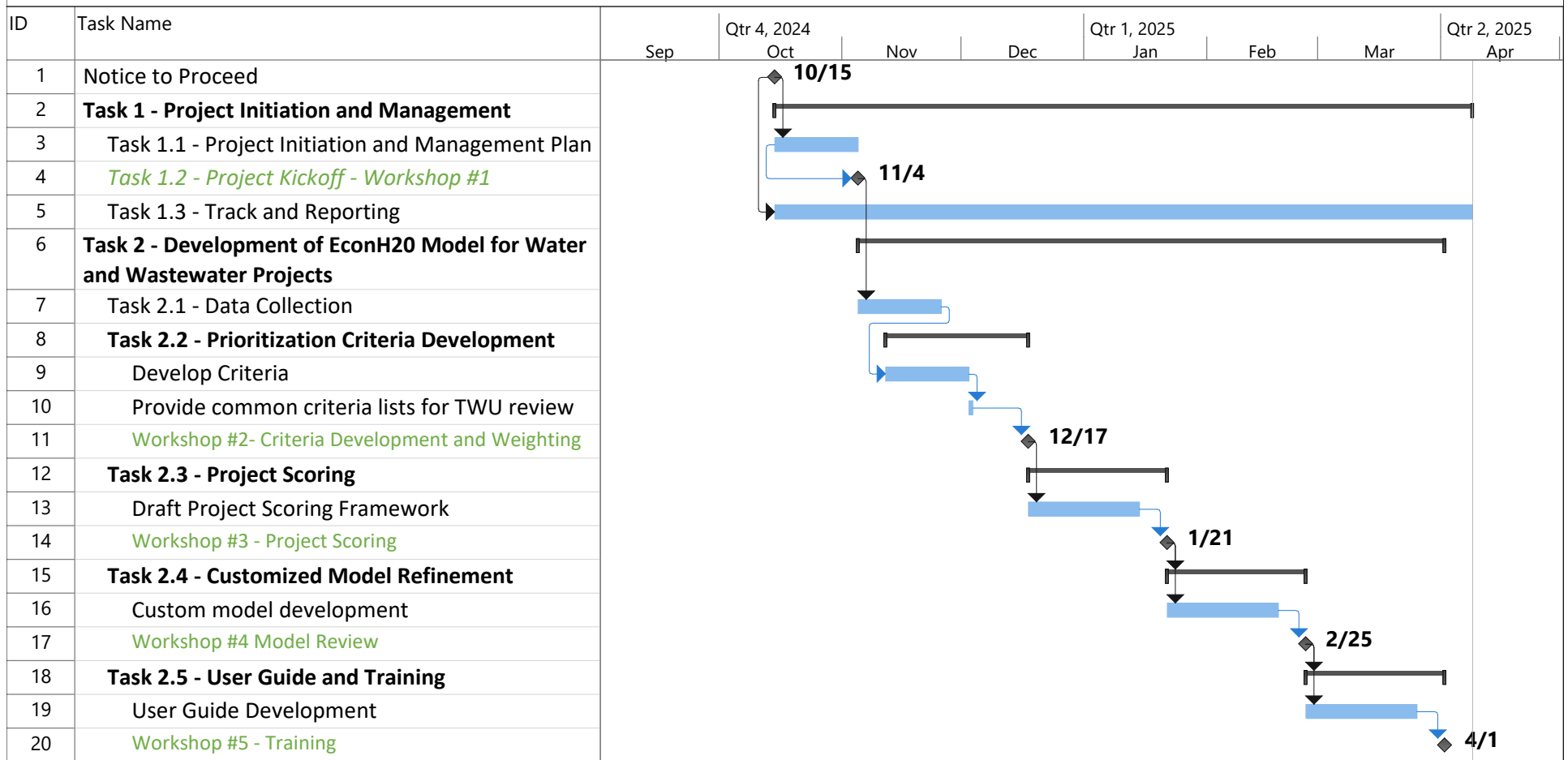




Exhibit C - E/A's Rate Schedule

Capital Improvements Plan Prioritization Project Labor Rates

Project Principal	\$380.00 - \$400.00
Project Manager	\$300.00 - \$320.00
Technical Advisor	\$330.00 - \$350.00
Project Engineer / Sr. Economist	\$175.00 - \$195.00
Project EIT	\$140.00 - \$180.00
Administrative Support	\$170.00 - \$190.00
Accountant	\$80.00 - \$120.00
Direct Expenses	Cost + 10%
Mileage	Current Rate

Exhibit D - Certificates of Insurance and Endorsements

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

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

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

Checklist: Certificate(s) of Insurance

*** Provided only as a courtesy ***

[See generally Section 7.3 Insurance for contract insurance requirements]

1.	All pages of the <i>Certificate of Liability Insurance</i> shall be attached. See lower right corner of certificate for <i>ex toto</i> pagination. E.g. Page 1 of 2
2.	Policy Effective and Expiration Dates (for each type of coverage) Policy effective date is ON or BEFORE Contract date, and Policy expiration date should extend at least 6 months into the future OR for the estimated project length, whichever is greater.
3.	Commercial General Liability [See Section 7.3.2] ☒ Occurrence Box is Checked ☒ Per Project Box is Checked for General Aggregate Limit.
4.	Business Automobile Liability [See Section 7.3.2] At a minimum each of the following boxes should be checked: ☒ Any Auto OR ☒ All Owned Autos, and ☒ Hired Autos, and ☒ Non-Owned Autos.
5.	Professional Errors and Omissions Liability [See Section 7.3.2]
6.	Commercial Umbrella / Excess Liability [See Section 7.3.2] ☒ Occurrence Box is Checked
7.	Workers Compensation and Employers Liability [See Section 7.3.2] ☒ WC Statutory Limits Box is Checked
	Look at the “Description of Operations . . . Special Provisions” Box. [See Section 7.4] [See also Section 7.6] Clearly indicate the CITY has been endorsed by using this language: “The City of Tyler (i.e. Certificate Holder) shall be named as Additional Insured as respects to Commercial General Liability, Commercial Umbrella / Excess Liability and Pollution Liability Insurance, if required, and shall have a Waiver of Subrogation as respects to Commercial General Liability, Business Automobile Liability, Professional Errors and Omissions Liability, Commercial Umbrella / Excess Liability and Workers’ Compensation all as required by written contract subject to policy terms, conditions and exclusions. Coverage is primary, non-contributory as respects to General Liability and Auto as required by written contract.”
8.	Clearly identify each policy’s limits, flat & percentage deductibles, sub-limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
9.	Certificate Holder: [See generally Section 7.4] City of Tyler P.O. Box 2039 Tyler, TX 75710

ENDORSEMENTS

[Endorsements Shall Be Inserted Here]

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2025

8/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Lloyds of London INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC #
INSURED 1429676 HDR ENGINEERING, INC. 1917 SOUTH 67TH STREET OMAHA NE 68106		

COVERAGES**CERTIFICATE NUMBER:** 20869969**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N	Y	P1001412400	6/1/2024	6/1/2025	PER CLAIM: \$1,000,000 AGGREGATE: \$2,000,000

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

LLOYD'S OF LONDON AM BEST: A XV RE: CITY OF TYLER - TYLER WATER UTILITIES - CAPTIAL IMPROVEMENTS PLAN - PROJECT PRIORITIZATION.

CERTIFICATE HOLDER**CANCELLATION** See Attachment

20869969
CITY OF TYLER
ATTN: KATE DIETZ
P.O. BOX 2039
TYLER TX 75710

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

AUTHORIZED REPRESENTATIVE

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This endorsement, effective: 06/01/2024 - 06/01/2025

Forms a part of policy no.: P1001412400

Issued to: HDR Engineering, Inc.

By: Lloyd's of London

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS ENDORSEMENT

Except respect cancellation non-payment premium (10 day notice cancellation), the **Insurer** shall give 30 day notice cancellation the Certificate Holder(s) set forth herein, provided that:

The **First Named Insured** is required by contract give notice cancellation the Certificate Holder, and

Prior the **Insurer** sending notice cancellation the **First Named Insured** the **First Named Insured** shall provide the **Insurer** in writing, either directly or through the **First Named Insured** broker record, the name each person or organization requiring notice cancellation and the corresponding address such person or other employee responsible receipt of notice of cancellation on behalf of such organization.

Notice cancellation be sent in accordance the terms and conditions the policy, except that the **Insurer** may provide written notice individually or collectively the Certificate Holders by email at the current email address given by the **First Named Insured** Proof sending the notice of cancellation by email shall be sufficient proof of notice.

Any failure provide notice cancellation the Certificate Holder due inaccurate or incomplete information provided by the **First Named Insured** shall remain the sole responsibility the **First Named Insured**

The following definitions apply to this endorsement:

- 1. First Named Insured** means the Named Insured shown in Item 1. of Declarations.
- 2. Insurer** means the insurance company shown in the header on the Declarations.

All other terms and conditions of the policy remain the same



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
08/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No. Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com																					
INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Liberty Mutual Fire Insurance Company</td><td>23035</td></tr><tr><td>INSURER B:</td><td>Ohio Casualty Insurance Company</td><td>24074</td></tr><tr><td>INSURER C:</td><td>Liberty Insurance Corporation</td><td>42404</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Liberty Mutual Fire Insurance Company	23035	INSURER B:	Ohio Casualty Insurance Company	24074	INSURER C:	Liberty Insurance Corporation	42404	INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Liberty Mutual Fire Insurance Company	23035																				
INSURER B:	Ohio Casualty Insurance Company	24074																				
INSURER C:	Liberty Insurance Corporation	42404																				
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: W34539918

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	TB2-641-444950-034	06/01/2024	06/01/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	AS2-641-444950-044	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	Y	Y	EUO (25) 57919363	06/01/2024	06/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	WA7-64D-444950-014	06/01/2024	06/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract and as permitted by law. Umbrella/Excess policy is follow form over General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Tyler Attn: Kate Dietz P.O. Box 2039 Tyler, TX 75710	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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SR ID: 26354301

BATCH: 3596129

216



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Project Description: City of Tyler - Tyler Water Utilities - Captial Improvements Plan - Project Prioritization.

Additional Insureds: Owner, The City of Tyler (i.e. Certificate Holder)

Waiver of Subrogation: Owner

General Liability does not contain Explosion, Collapse or Underground exclusions.

Coverage for Contractual Liability, Cross Liability and Independent Contractors is provided under General Liability policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s): All locations owned by or rented to the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Location 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 Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You 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 Location General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to operations at a single designated "location" 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 Location 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 Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

All construction projects not located at premises owned, leased or rented by a Named Insured

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, 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.
 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, Damage To Premises Rented To You 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 Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, 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 Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

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 the person(s) or organization(s) shown in the Schedule, but 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(s) at the location(s) designated above.

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 additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. 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
2. 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.

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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

SCHEDULE

Name Of Additional Insured Person(s)
Or Organization(s):

Location(s) Of Covered Operations

Any person or organization with whom you have agreed through written contract, agreement or permit to provide additional insured coverage

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense

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

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

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.

SCHEDULE

Name Of Additional Insured Person(s)
Or Organization(s):

Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contract or agreement is prohibited.

Location And Description Of Completed Operations

Any location where you have agreed, through written, contract, agreement, or permit, to provide additional insured coverage for completed operations

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to Section IV – Conditions 4. Other Insurance 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 prior to a loss, that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- (3) This insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

As required by written contract or agreement.

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 against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

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 this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
As required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: AS2-641-444950-044
Issued by: Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any person or organization where the Named Insured has agreed by written contract to include such person or organization

Regarding Designated Contract or Project:

Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

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.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

Where required by contract or written agreement prior to loss.

Issued by:Liberty Insurance Corporation

For attachment to Policy No WA7-64D-444950-014
\$

Effective Date 06/01/2024

Premium

Issued to:HDR Engineering, Inc.

Policy Number TB2-641-444950-034
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or written agreement	As required by written contract or written agreement	30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number AS2-641-444950-044
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or written agreement		30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A.** If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B.** This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or agreement		30

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation

For attachment to Policy No. WA7-64D-444950-014 Effective Date 06/01/2024

Premium \$

Issued to HDR Engineering, Inc.

Endorsement

No.

Exhibit E- Certificate of Interested Parties (Form 1295)

(If Required)

Check Here if this Section is NOT Used ☐

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

HDR Engineering, Inc.
Dallas, TX United States

Certificate Number:
2024-1206666

Date Filed:
08/27/2024

Date Acknowledged:

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.

N/A
Professional Engineering Services for Tyler Capital Improvements Plan – Project Prioritization

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	HDR, Inc.	Omaha, NE United States	X	
	Keen, Eric	Omaha, NE United States	X	
	Meysenburg, Galen	Omaha, NE United States	X	
	LeCureux, David	Omaha, NE United States	X	
	McLaughlin, Thomas	White Plains, NY United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Lucas Adam Bathurst, and my date of birth is 07/28/1970.

My address is 17111 Preston Road, Suite 300, Dallas, TX, 75248, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 27th day of August, 2024.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. B-1

Date: September 11, 2024

Subject: Request that the City Council consider recommendations for appointment and re-appointment of members to the various City Boards.

Item Reference: **Code of Ordinances, Article III Sec. 1-20 c. Appointment Process**

Annually on August 31, 2024, approximately one-half of the terms of the City's board members expire. Some board members are eligible for reappointment, other members have served the maximum number of years (six years) and are ineligible for reappointment and others do not wish to continue to serve, thereby creating a vacancy.

Pursuant to City Code Section 1-20.c, the City has solicited applicants for board membership and all Board applications were submitted to City Council, which conducted a preliminary review and discussion at a City Council Boards and Commission training/work session held Wednesday, August 14th and August 28, 2024 at City Hall, 212 N Bonner Avenue. Recommendations were provided to the City Council. After all Board qualifications have been reviewed for each applicant the following City Boards are now being submitted for the City Council's final approval as shown in the City Clerk's Exhibit "A" attached hereto. Per City Code Section 1-20c., the City Council retains final discretion and authority to appoint or reappoint any City Board member.

Airport Advisory Board
Animal Care Advisory Board
Board of Adjustment (Zoning)
Construction Board of Adjustment & Appeals
Disability Issues Review Board
Historical Preservation Board
Keep Tyler Beautiful Board
Library Board
Main Street Board
Neighborhood Revitalization Board
Northeast Texas Public Health District Board
Half Cent Sales Tax Board
Park Board
Planning & Zoning Commission
Traffic Safety Board

RECOMMENDATION:

Request that the City Council consider recommendations for appointment and re-appointment of members to the various City Boards.

Drafted/Recommended By:

Department Leader

Cassandra Brager, City Clerk

Edited/Submitted By:

City Manager



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. C-A-1

Date: September 11, 2024

Subject: Request that the City Council consider authorizing the City Manager to approve the reconciliation change order increasing the approved contract amount by \$110,671.00, from \$873,961.00 to \$984,632.01, and release the final invoice of \$10,878.86 and the retainage in the amount of \$49,231.60 to Crown Civil Construction Corp., for the 2023 Brick Streets Repairs Project.

Item Reference:

On July 26, 2023, the City Council authorized the award of the 2023 Brick Streets Repairs Project to Crown Civil Construction Corp. for \$873,961.00. This project consisted of 35 locations, with an additional 33 locations added. The construction has been successfully completed, and the total cost of the project is \$984,632.01, resulting in an increase of \$110,671.00.

It is recommended that the project be accepted and that the final invoice and retainage of \$60,110.47 be released to the contractor, Crown Civil Construction Corp.

FUNDING: General Fund 103 (Street Commitment Fund)

RECOMMENDATION:

It is recommended that the City Council approve a Reconciliation Change Order with Crown Civil Construction Corp., for the 2023 Brick Streets Repairs Project, increasing the approved contract amount by \$110,671.00, from \$873,961.00 to \$984,632.01; and the release of final invoice and retainage in the amount of \$60,110.47.

Attachments:

[COT Brick St. Pay Request No. 2304-10](#)

[COT Brick St. Pay Request No. 2304-11 Retainage Release](#)

Drafted/Recommended By:

Department Leader Gary cannon Project Manager

Edited/Submitted By:

City Manager

Crown Civil Construction Corp.
PO Box 7966
Tyler, Texas 75711

(903) 316-8277 Telephone
areilly2@crown-civil.com
areilly402@gmail.com
ireilly3@gmail.com
Crown Job No.- 2304

Owner: **City of Tyler**
Send to: gcannon@tylertexas.com
Attn: Gary Cannon
511 West Locust
Tyler, TX 75702

Project: **City of Tyler 2023 Brick Street Repair Project**
Bid No. 23-027

Pay Request No. 2304-10
Invoice Period: 07/19/2024 thru 08/12/2024
Invoice Date: 08/12/2024

Item	Task/Description	Quantity	Unit	Contract Schedule of Value		Completed This Period		Total to Date	
				Unit Bid Price	Task Price	Quantity	Extended Value	Quantity	Extended Value
	Brick Repair Items								
132	Select Fill for Undercutting and Replacing Unstable Subgrade, 8" Lifts	24	CY	\$ 116.00	\$ 2,784.00		\$ -	127.00	\$ 14,732.00
700.1	Brick Street Repair	2,400	SY	\$ 261.00	\$ 626,400.00	38.00	\$ 9,918.00	3,239.70	\$ 845,561.70
502	Barricades, Signs, and Traffic Control	1	LS	\$ 2,000.00	\$ 2,000.00	-	\$ -	1.00	\$ 2,000.00
530-A1	Remove & Replace Curb & Gutter	280	LF	\$ 90.00	\$ 25,200.00	4.00	\$ 360.00	455.50	\$ 40,995.00
530-B1	Conc Driveway 6" Approach Remove & Replace (CL A)	72	SY	\$ 140.00	\$ 10,080.00		\$ -	47.90	\$ 6,706.00
530-C1	Conc Header 6"x12"	284	LF	\$ 70.00	\$ 19,880.00	-	\$ -	64.00	\$ 4,480.00
530-D1	Remove and Replace Standard 4" Thick Sidewalk	12	SY	\$ 180.00	\$ 2,160.00	1.80	\$ 324.00	6.30	\$ 1,134.00
351-A	Flex Pavement Structure Replace 6" TY C or D	15	TON	\$ 280.00	\$ 4,200.00	-	\$ -	6.20	\$ 1,736.00
50-A	Block Sodding	20	SY	\$ 15.00	\$ 300.00		\$ -	18.20	\$ 273.00
50-B	Furnish and Place Topsoil (4")	3	CY	\$ 75.00	\$ 225.00		\$ -	2.50	\$ 187.50
479-A	Adjust Exisitng San Sewer Manhole	3	EA	\$ 800.00	\$ 2,400.00	-	\$ -	3.00	\$ 2,400.00
479-B	Adjust Exisitng Water Valve Boxes	11	EA	\$ 400.00	\$ 4,400.00	1.00	\$ 400.00	9.00	\$ 3,600.00
479-C	Adjust Existing San Sewer Cleanout	3	EA	\$ 400.00	\$ 1,200.00		\$ -		\$ -
800	Allowance for Construction Contingency	1	LS	\$ 60,000.00	\$ 60,000.00		\$ -		\$ -
800-1	Remove Concrete Paving (8" Maximum Thickness)	-	SY	\$ 28.81	\$ -	15.60	\$ 449.44	1,992.60	\$ 57,406.81
800-2	Level Up Brick (Just Sand)	-	SY	\$ 200.00	\$ -		\$ -	17.10	\$ 3,420.00
	Brick Repair Items Total				\$ 761,229.00		\$ 11,451.44		\$ 984,632.01

				Contract Schedule of Value		Completed This Period		Total to Date	
Item	Task/Description	Quantity	Unit	Unit Bid Price	Task Price	Quantity	Extended Value	Quantity	Extended Value
	Bois D Arc Ave. Items								
275-A	Cement (4.5%), (26 LBS/SY) by Dry Weight	8	TONS	\$ 400.00	\$ 3,200.00		\$ -		\$ -
275-B	Cement Stabilize Subgrade 7.5" Thick (includes removing approx 2.5" of pulverized material)	612	SY	\$ 15.00	\$ 9,180.00		\$ -		\$ -
310	Prime Coat and Blotter @ 0.2 Gal/SY	123	GAL	\$ 15.00	\$ 1,845.00		\$ -		\$ -
340-C	HMAC 3" (Type B or C)	101	TONS	\$ 165.00	\$ 16,665.00		\$ -		\$ -
340-D	HMAC 2" (Type D)	68	TONS	\$ 170.00	\$ 11,560.00		\$ -		\$ -
502	Barricades, Signs, and Traffic Control	1	LS	\$ 750.00	\$ 750.00		\$ -		\$ -
530-A2	Remove & Replace Curb & Gutter	50	LF	\$ 90.00	\$ 4,500.00		\$ -		\$ -
530-B2	Conc Header 6"x12"	60	LF	\$ 70.00	\$ 4,200.00		\$ -		\$ -
530-C2	Remove and Replace Standard 4" Thick Sidewalk	50	SY	\$ 150.00	\$ 7,500.00		\$ -		\$ -
530-D2	Conc Valley Gutter (10')(includes removing existing 5' Valley Gutter) (CL C or P)	32	SY	\$ 194.00	\$ 6,208.00		\$ -		\$ -
700.2	Remove, Clean Brick and Deliver to Street Department Yard	612	SY	\$ 77.00	\$ 47,124.00		\$ -		\$ -
	Bois D Arc Ave. Items Total				\$ 112,732.00		\$ -		\$ -
	Contract Total				\$ 873,961.00				
	Total Work Completed						\$ 11,451.44	\$ 984,632.01	

Brick Streets Improvements
Project
103-0705-432-27-47

Stored Materials (net Increase/decrease)(see worksheet)	\$ -	\$ -
Subtotal	\$ 11,451.44	\$ 984,632.01
Less Retainage (5%)	\$ 572.57	\$ 49,231.60
Subtotal	\$ 10,878.86	\$ 935,400.41
Less Previous Invoices		\$ 924,521.54
Total Amount Due	\$ 10,878.86	\$ 10,878.86

Final invoice
still need to pay the retainage
which will be paid with HC and CC approval.

APPROVED
gcannon , 8/13/2024, 7:16:57 AM

Crown Civil Construction Corp.
PO Box 7966
Tyler, Texas 75711

(903) 316-8277 Telephone
areilly2@crown-civil.com
areilly402@gmail.com
jreilly3@gmail.com
Crown Job No.- 2304

Owner: **City of Tyler**
Send to: gcannon@tylertexas.com
Attn: Gary Cannon
511 West Locust
Tyler, TX 75702

Project: **City of Tyler 2023 Brick Street Repair Project**
Bid No. 23-027

Pay Request No. 2304-11
Invoice Period: 07/19/2024 thru 08/13/2024
Invoice Date: 08/13/2024

Item	Task/Description	Quantity	Unit	Contract Schedule of Value		Completed This Period		Total to Date	
				Unit Bid Price	Task Price	Quantity	Extended Value	Quantity	Extended Value
	Brick Repair Items								
132	Select Fill for Undercutting and Replacing Unstable Subgrade, 8" Lifts	24	CY	\$ 116.00	\$ 2,784.00		\$ -	127.00	\$ 14,732.00
700.1	Brick Street Repair	2,400	SY	\$ 261.00	\$ 626,400.00		\$ -	3,239.70	\$ 845,561.70
502	Barricades, Signs, and Traffic Control	1	LS	\$ 2,000.00	\$ 2,000.00		\$ -	1.00	\$ 2,000.00
530-A1	Remove & Replace Curb & Gutter	280	LF	\$ 90.00	\$ 25,200.00		\$ -	455.50	\$ 40,995.00
530-B1	Conc Driveway 6" Approach Remove & Replace (CL A)	72	SY	\$ 140.00	\$ 10,080.00		\$ -	47.90	\$ 6,706.00
530-C1	Conc Header 6"x12"	284	LF	\$ 70.00	\$ 19,880.00		\$ -	64.00	\$ 4,480.00
530-D1	Remove and Replace Standard 4" Thick Sidewalk	12	SY	\$ 180.00	\$ 2,160.00		\$ -	6.30	\$ 1,134.00
351-A	Flex Pavement Structure Replace 6" TY C or D	15	TON	\$ 280.00	\$ 4,200.00		\$ -	6.20	\$ 1,736.00
50-A	Block Sodding	20	SY	\$ 15.00	\$ 300.00		\$ -	18.20	\$ 273.00
50-B	Furnish and Place Topsoil (4")	3	CY	\$ 75.00	\$ 225.00		\$ -	2.50	\$ 187.50
479-A	Adjust Exisitng San Sewer Manhole	3	EA	\$ 800.00	\$ 2,400.00		\$ -	3.00	\$ 2,400.00
479-B	Adjust Exisitng Water Valve Boxes	11	EA	\$ 400.00	\$ 4,400.00		\$ -	9.00	\$ 3,600.00
479-C	Adjust Existing San Sewer Cleanout	3	EA	\$ 400.00	\$ 1,200.00		\$ -		\$ -
800	Allowance for Construction Contingency	1	LS	\$ 60,000.00	\$ 60,000.00		\$ -		\$ -
800-1	Remove Concrete Paving (8" Maximum Thickness)	-	SY	\$ 28.81	\$ -		\$ -	1,992.60	\$ 57,406.81
800-2	Level Up Brick (Just Sand)	-	SY	\$ 200.00	\$ -		\$ -	17.10	\$ 3,420.00
	Brick Repair Items Total				\$ 761,229.00		\$ -		\$ 984,632.01

				Contract Schedule of Value		Completed This Period		Total to Date	
Item	Task/Description	Quantity	Unit	Unit Bid Price	Task Price	Quantity	Extended Value	Quantity	Extended Value
	Bois D Arc Ave. Items								
275-A	Cement (4.5%), (26 LBS/SY) by Dry Weight	8	TONS	\$ 400.00	\$ 3,200.00		\$ -		\$ -
275-B	Cement Stabilize Subgrade 7.5" Thick (includes removing approx 2.5" of pulverized material)	612	SY	\$ 15.00	\$ 9,180.00		\$ -		\$ -
310	Prime Coat and Blotter @ 0.2 Gal/SY	123	GAL	\$ 15.00	\$ 1,845.00		\$ -		\$ -
340-C	HMAC 3" (Type B or C)	101	TONS	\$ 165.00	\$ 16,665.00		\$ -		\$ -
340-D	HMAC 2" (Type D)	68	TONS	\$ 170.00	\$ 11,560.00		\$ -		\$ -
502	Barricades, Signs, and Traffic Control	1	LS	\$ 750.00	\$ 750.00		\$ -		\$ -
530-A2	Remove & Replace Curb & Gutter	50	LF	\$ 90.00	\$ 4,500.00		\$ -		\$ -
530-B2	Conc Header 6"x12"	60	LF	\$ 70.00	\$ 4,200.00		\$ -		\$ -
530-C2	Remove and Replace Standard 4" Thick Sidewalk	50	SY	\$ 150.00	\$ 7,500.00		\$ -		\$ -
530-D2	Conc Valley Gutter (10')(includes removing existing 5' Valley Gutter) (CL C or P)	32	SY	\$ 194.00	\$ 6,208.00		\$ -		\$ -
700.2	Remove, Clean Brick and Deliver to Street Department Yard	612	SY	\$ 77.00	\$ 47,124.00		\$ -		\$ -
	Bois D Arc Ave. Items Total				\$ 112,732.00		\$ -		\$ -
	Contract Total				\$ 873,961.00				
	Total Work Completed					\$ -	\$ 984,632.01		

Stored Materials (net Increase/decrease)(see worksheet)	\$ -		\$ -
Subtotal	\$ -		\$ 984,632.01
Less Retainage	\$ -		\$ -
Subtotal	\$ -		\$ 984,632.01
Less Previous Invoices			\$ 935,400.40
Total Amount Due	\$ -		\$ 49,231.61

APPROVED
gcannon , 8/13/2024, 12:58:14 PM



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. C-A-2

Date: September 11, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute a contract with Jennings Architects for the design, construction administration, and observation of the new Police Department Training Center in the amount of \$82,000.

Item Reference:

The City of Tyler Police Department has executed a lease termination and acquisition agreement of the National Guard Armory building and lot located at 2520 E. Commerce which will return ownership back to the City of Tyler.

With this addition of a 5-acre lot and 10,755 SF building, and proximity to the downtown police station, the City of Tyler Police Department will utilize this property as the new operational space for the police training center. Renovations are necessary before the building may be operational. Some major improvements will need to be made to the roof structure, as well as mechanical, electrical, and plumbing system upgrades to support user department functions. New office space, learning classrooms, and minor gymnasium upgrades are also included in the overall construction budget. The Engineering Department has been engaged and a proposal from Jennings Architects has been received and reviewed for design, bidding, and construction observation of the project totaling \$82,000 in design fees. This project is included in the 2024-25 Annual Work Plan the Half Cent Sales Tax Board approved at their August 13 meeting.

FUNDING: #101-0310-421.25-21 (Capital Outlay / Building improvements) (for design)

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to execute a contract with Jennings Architects for the design, construction administration, and construction observation of the new City of Tyler Police Department Training Center in the amount of \$82,000.

Attachments:

[2024.24 COT Police Training Center PROPOSAL](#)

[Area Map](#)

[Location Map](#)

Drafted/Recommended By:

Department Leader

Darrin Jennings, P.E. City Engineer

Edited/Submitted By:

City Manager

PROPOSAL FOR ARCHITECTURAL SERVICES

Date: August 12, 2024
Client: City of Tyler Police Department
Contact: Jimmy Toler, Chief of Police
Project: Police Department Training Center

SCOPE OF SERVICES

Based on the previously completed conceptual design and cost estimate, Jennings Architects shall provide architectural and engineering services necessary for the renovation of the existing National Guard Armory located at 2520 E Commerce St in Tyler, Texas.

Construction Documents

Based on the client's review, comments, and written approval of the scope of work outlined in the previously completed Conceptual Design, the Architect shall proceed with Design and Construction Documents. During this phase the Architect shall:

1. Meet with stakeholders as required to ensure design achieves user goals.
2. Coordinate the design to comply with national, state and local codes, regulations and ordinances.
3. Review the estimate of probable construction cost with the Client and make adjustments as necessary.
4. Prepare documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.
5. Deliverables may include:
 - Site Plans
 - Floor Plans
 - Texas Accessibility Standards (TAS) Details
 - Opening and Finish Schedules
 - Interior and Exterior Elevations
 - Roof Plans
 - Structural and Mechanical/Electrical/Plumbing Engineering Documents
 - Necessary details
6. Specifications shall use the standard Construction Specifications Institute (CSI) organization method. Within each division are sections detailing the specific materials and construction methods required for the Project.
7. Assist the Owner in selecting construction personnel as determined by the chosen project delivery method.
8. Prepare and submit documents required for TAS review. Costs associated with TAS review shall be considered reimbursable expenses.

Note: Civil Engineering is not included in this proposal.

Bidding/Negotiation

The purpose of this phase is to assist the Owner or Construction Manager in obtaining bids from subcontractors. Tasks are:

1. Prepare bid packages for use in evaluating and pricing activities.
2. Clarify the content of the drawings and specifications via Addenda when questions arise.
3. Attend pre-bid meeting.
4. Evaluate alternate pricing proposed by construction manager or subcontractors.
5. Evaluate the final bids and recommend course of action to Client.

Note: The Architect will not be responsible for obtaining construction permits.

Construction Administration

Once the Project commences construction, activities include:

1. Assist successful constructor in preparing City of Tyler Capital Improvement Project documents for execution.
2. Site visits at intervals necessary, typically bi-monthly, to ensure conformity to the Construction Documents.
3. Review of construction submittals for all materials and products to be installed.
4. Review of Pay Requests submitted by the contractor.
5. Complete a punch list as a final review of the construction.
6. Review of final close-out documents.

Compensation

For this Project, we propose a **lump sum fee of Eighty-Two Thousand Dollars (\$82,000)**. Reimbursable expenses are in addition to the fee and shall be billed monthly at cost. Such expenses include, but are not limited to, large format printing and specialty consultant fees.

Additional Services shall be engaged only upon written authorization of the Owner and shall be charged at the hourly rates listed below:

<i>Principal Architect</i>	<i>\$195.00</i>
<i>Administrative/Drafting</i>	<i>\$150.00</i>

If these terms are acceptable, please sign below and return a copy to our office. Thank you for the opportunity to serve as your Architect.



Jason Jennings
Principal Architect

Authorized Client Representative
City of Tyler Police Department

This Document shall become part of the overall City of Tyler consultant contract. Jennings Architects shall comply with all City of Tyler insurance requirements.

JENNINGS ARCHITECTS
305 S Broadway Ave
Suite 900
Tyler, Texas 75702

903.253.0125

www.jenningsarchitects.com



LOCATION MAP

NEW POLICE
TRAINING
FACILITY





CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. C-A-3

Date: September 11, 2024

Subject: Request that the City Council consider authorizing the City Manager to apply for and accept Smith County 9-1-1 District participation funding for facility and equipment upgrades for the Tyler Police Department and Tyler Fire Department, in the amount of \$49,511.92.

Item Reference:

As part of the Tyler Police Department's Public Safety Answering Point (PSAP), telecommunicators provide services for law enforcement and fire personnel. In an on-going effort to maintain state-of-the-art equipment and remain responsive to the needs of Tyler citizens, there is an occasional need to evaluate and update facilities and equipment. Tyler Fire Department has identified the need for radio equipment that will enhance its ability to participate in the Texas Intrastate Fire Mutual Aid System (TIFAS). Equipment being requested includes BKR 5000 radios, Whip Big Boost antennas, rechargeable batteries, desktop chargers, and speaker microphones. In addition, the Fire Department is requesting replacement chairs for its Interoperability Communications and Command Trailer. Requested funds related to the Fire Department equipment is approximately \$27,139.92.

To aid with PSAP facility upgrades, Tyler Police Department also plans to replace broken Dispatch chairs and purchase rugged emergency laptops. The chairs currently being used by telecommunicators were not designed for 24/7 use and are not performing as expected. To enhance responsiveness during training or emergency situations that require personnel to leave the PSAP, Tyler Police Department has identified the need for several ruggedized emergency laptops capable of performing CAD functions in the event of fire, flood, power loss, etc. Requested funds related to Police Department equipment is approximately \$22,372.00.

The total cost of PSAP funding requested is \$49,511.92. Per Smith County 9-1-1 District PSAP funding guidelines, any funding requests more than \$5,000 must be authorized by the governing body of the requesting agency.

RECOMMENDATION:

It is recommended that the City Council approve the attached PSAP Participation Project funding request and authorize the City Manager to accept Smith County 9-1-1 District funding in the amount of \$49,511.92 for various facility and equipment upgrades for Tyler Police and Fire Departments.

Attachments:

PSAP Part. Funding request form - Fire Radios

PSAP Part. Funding request form - Fire Chairs

PSAP Part. Funding request form - Police Chairs

PSAP Part. Funding request form - Police Computers

Drafted/Recommended By:

Department Leader

Jimmy E. Toler

Edited/Submitted By:

City Manager

**REQUEST FOR PUBLIC SAFETY ANSWERING POINT (PSAP) PROJECT PARTICIPATION
FUNDS FROM SC 9-1-1 DISTRICT**

Date of Request: 09-11-2024

The City of Tyler, a local governmental entity in Smith County, Texas, hereby requests that the SC 9-1-1 District consider and approve this Request for Public Safety Answering Point (PSAP) Project Participation Funds to enhance and improve 9-1-1 System operations as described:

- A. **Amount of Funds Requested** – \$23,090.01 (Fire Department Radio Equipment and Accessories)
- B. **Description of how funds will be used to enhance or improve 9-1-1 operations in Smith County:** The Tyler FD radio equipment will enhance the TFD's ability to participate in the TIFMAS (Texas Intrastate Fire Mutual Aid System). Equipment includes eight (8) BKR 5000 radios, eight (8) high-capacity battery packs, eight (8) VHF antenna (20”), eight (8) antenna (VHF, GPS), eight (8) microphones, and one (1) VHF 110Watt mobile remote mount (See Attachment).

The Tyler Fire Department has included an additional \$25,000 for FY 2025 to purchase necessary equipment for a TIFMAS deployment.

I, the undersigned, am authorized to enter contracts on behalf of City of Tyler and I here represent that I am authorized to make this funding request on behalf of the City of Tyler.

I understand that should this request be approved, this Request form shall so note and be signed by the SC 9-1-1 Director and that by the addition of his signature, this document will be attached as either a fully incorporated EXHIBIT or AMENDMENT to the original *INTERLOCAL PUBLIC SAFETY ANSWERING POINT (PSAP) PROJECT PARTICIPATION FUNDING AGREEMENT* between SC 9-1-1 District and the City of Tyler.

I understand that should this request be denied, that the same or different future funding requests may be made and that each such request will be reviewed and approved or denied based on the totality of circumstances and funding opportunities available at the time of each such request.

Signed this _____ day of _____, 2024.

On behalf of the City of Tyler:

Mayor Donald Warren, City of Tyler Authorized Representative

FOR SC 9-1-1 DISTRICT USE ONLY: Funding Approval or Denial

1. ____ Having considered the foregoing and finding that mutual interests to improve Smith County 9-1-1 System services are served by granting the above described funding request, the request is **HEREBY APPROVED**.

OR

2. ____ The District, having considered the above request, cannot currently fund the described project and therefore, the request is **HEREBY DENIED**.

Signed this _____ day of _____, 2024.

On behalf of SC 9-1-1 District:

Bill Morales, Director

A copy of the signed Request form shall be sent to the requesting entity by certified mail, return receipt requested.

**REQUEST FOR PUBLIC SAFETY ANSWERING POINT (PSAP) PROJECT PARTICIPATION
FUNDS FROM SC 9-1-1 DISTRICT**

Date of Request: 09-11-2024

The City of Tyler, a local governmental entity in Smith County, Texas, hereby requests that the SC 9-1-1 District consider and approve this Request for Public Safety Answering Point (PSAP) Project Participation Funds to enhance and improve 9-1-1 System operations as described:

- A. **Amount of Funds Requested** – \$4,049.91 (Interoperability Communications Trailer Chairs)
- B. **Description of how funds will be used to enhance or improve 9-1-1 operations in Smith County:** The Tyler Fire Department maintains and operates an interoperability communications trailer for emergency operations. The trailer functions as a command post/communications center capable of linking numerous radio networks. During emergency situations, the ability to communicate effectively across departments/agencies is vital.

The department regularly updates and maintains equipment contained within the communications trailer.

I, the undersigned, am authorized to enter contracts on behalf of City of Tyler and I here represent that I am authorized to make this funding request on behalf of City of Tyler.

I understand that should this request be approved, this Request form shall so note and be signed by the SC 9-1-1 Director and that by the addition of his signature, this document will be attached as either a fully incorporated EXHIBIT or AMENDMENT to the original *INTERLOCAL PUBLIC SAFETY ANSWERING POINT (PSAP) PROJECT PARTICIPATION FUNDING AGREEMENT* between SC 9-1-1 District and the City of Tyler.

I understand that should this request be denied, that the same or different future funding requests may be made and that each such request will be reviewed and approved or denied based on the totality of circumstances and funding opportunities available at the time of each such request.

Signed this _____ day of _____, 2024.

On behalf of the City of Tyler:

Mayor Donald Warren, City of Tyler Authorized Representative

FOR SC 9-1-1 DISTRICT USE ONLY: Funding Approval or Denial

1.____ Having considered the foregoing and finding that mutual interests to improve Smith County 9-1-1 System services are served by granting the above described funding request, the request is **HEREBY APPROVED**.

OR

2.____ The District, having considered the above request, cannot currently fund the described project and therefore, the request is **HEREBY DENIED**.

Signed this _____ day of _____, 2024.

On behalf of SC 9-1-1 District:

Bill Morales, Director

A copy of the signed Request form shall be sent to the requesting entity by certified mail, return receipt requested.

**REQUEST FOR PUBLIC SAFETY ANSWERING POINT (PSAP) PROJECT PARTICIPATION
FUNDS FROM SC 9-1-1 DISTRICT**

Date of Request: 09-11-2024

The City of Tyler, a local governmental entity in Smith County, Texas, hereby requests that the SC 9-1-1 District consider and approve this Request for Public Safety Answering Point (PSAP) Project Participation Funds to enhance and improve 9-1-1 System operations as described:

A. Amount of Funds Requested –\$13,828.00

B. Description of how funds will be used to enhance or improve 9-1-1 operations in Smith County: The Tyler PD continues to upgrade the communications center that began in 2023 (upgraded consoles, lighting, and wiring). The requested funds will be designated for new 24/7 Dispatch eight (8) chairs inside Tyler PD's Public Safety Answering Point (PSAP). The physical environment of employees within the communications center is a critical component of success.

I, the undersigned, am authorized to enter contracts on behalf of City of Tyler and I here represent that I am authorized to make this funding request on behalf of the City of Tyler.

I understand that should this request be approved, this Request form shall so note and be signed by the SC 9-1-1 Director and that by the addition of his signature, this document will be attached as either a fully incorporated EXHIBIT or AMENDMENT to the original *INTERLOCAL PUBLIC SAFETY ANSWERING POINT (PSAP) PROJECT PARTICIPATION FUNDING AGREEMENT* between SC 9-1-1 District and the City of Tyler.

I understand that should this request be denied, that the same or different future funding requests may be made and that each such request will be reviewed and approved or denied based on the totality of circumstances and funding opportunities available at the time of each such request.

Signed this _____ day of _____, 2024.

On behalf of the City of Tyler:

Mayor Donald Warren, City of Tyler Authorized Representative

FOR SC 9-1-1 DISTRICT USE ONLY: Funding Approval or Denial

1.____Having considered the foregoing and finding that mutual interests to improve Smith County 9-1-1 System services are served by granting the above described funding request, the request is **HEREBY APPROVED**.

OR

2.____The District, having considered the above request, cannot currently fund the described project and therefore, the request is **HEREBY DENIED**.

Signed this _____ day of _____, 2024.

On behalf of SC 9-1-1 District:

Bill Morales, Director

A copy of the signed Request form shall be sent to the requesting entity by certified mail, return receipt requested.

**REQUEST FOR PUBLIC SAFETY ANSWERING POINT (PSAP) PROJECT PARTICIPATION
FUNDS FROM SC 9-1-1 DISTRICT**

Date of Request: 09-11-2024

The City of Tyler, a local governmental entity in Smith County, Texas, hereby requests that the SC 9-1-1 District consider and approve this Request for Public Safety Answering Point (PSAP) Project Participation Funds to enhance and improve 9-1-1 System operations as described:

- A. **Amount of Funds Requested** – \$8,544 for FY2023-2024. (Emergency laptop computers).
- B. **Description of how funds will be used to enhance or improve 9-1-1 operations in Smith County:** The PSAP utilizes radios and computers to dispatch calls for service and information to officers in the field. The laptop/in-car computers are an integral part of the communications/dispatch process. We are requesting funding to purchase four (4) laptop computers that will be set up with the necessary programs (CAD and RMS) to be utilized by the PSAP. The laptop computers will be used to enhance responsiveness during training or emergency situations that require employees to leave the PSAP to perform Dispatch functions (fire, flood, power loss, etc.). In addition, the computers will be utilized during telecommunicator training classes.

In FY2023-2024, the City of Tyler continued to upgrade in-car computers (\$81,103.89). In FY2024-2025, the City of Tyler will purchase additional in-car computers (approximately \$62,000) to aid in communications.

I, the undersigned, am authorized to enter contracts on behalf of City of Tyler and I here represent that I am authorized to make this funding request on behalf of City of Tyler

I understand that should this request be approved, this Request form shall so note and be signed by the SC 9-1-1 Director and that by the addition of his signature, this document will be attached as either a fully incorporated EXHIBIT or AMENDMENT to the original *INTERLOCAL PUBLIC SAFETY ANSWERING POINT (PSAP) PROJECT PARTICIPATION FUNDING AGREEMENT* between SC 9-1-1 District and the City of Tyler.

I understand that should this request be denied, that the same or different future funding requests may be made and that each such request will be reviewed and approved or denied based on the totality of circumstances and funding opportunities available at the time of each such request.

Signed this _____ day of _____, 2024.

On behalf of the City of Tyler:

Mayor Donald Warren, City of Tyler Authorized Representative

FOR SC 9-1-1 DISTRICT USE ONLY: Funding Approval or Denial

1. ____ Having considered the foregoing and finding that mutual interests to improve Smith County 9-1-1 System services are served by granting the above described funding request, the request is **HEREBY APPROVED**.

OR

2. ____ The District, having considered the above request, cannot currently fund the described project and therefore, the request is **HEREBY DENIED**.

Signed this _____ day of _____, 2024.

On behalf of SC 9-1-1 District:

Bill Morales, Director

A copy of the signed Request form shall be sent to the requesting entity by certified mail, return receipt requested.



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. C-A-4

Date: September 11, 2024

Subject: Request that the City Council consider authorizing the City Manager to approve the partial release of water and sanitary sewer easement across Old Jacksonville Highway on Lot 1-D, NCB 1570-Q that has been verified as no longer needed.

Item Reference: **Agenda Item C-A-8; 06-26-2024**

The City received information from the Thompson Architectural Group, letter attached, that in light of TXDOT's endeavors to expand the Old Jacksonville Highway, the property in question becomes insufficiently wide to accommodate the planned construction of Cavender's. Consequently, the private drive shared with the Cavender's Corporate office is part of the proposed deal. The existing utility easements off of the private drive are deemed unnecessary for supporting the development's infrastructure moving forward. City staff has verified that the water and sanitary easement is no longer needed and are deemed unnecessary.

On June 26, 2024, Council approved the partial easement release of Lot 32-C. The purpose of Lot 1-D in the Oak Manor development is for an access and utility easement. The Oak Manor plat originally dedicated the utility easement. An additional access and utility easement was recorded over the platted easement by separate instrument. The revised plat eliminated a portion of the access and utility easement but the separate instrument is still active and thus the need for the release.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to approve the partial release of the water and sanitary sewer easement across Old Jacksonville Highway on Lot 1-D, NCB 1570-Q that has been verified as no longer needed.

Attachments:

[Partial Easement Release](#)

Drafted/Recommended By:

Department Leader

Nikki Ingram, P.E., Project Engineer/Kate Dietz, P.E., Director of Utilities

Edited/Submitted By:

City Manager

PARTIAL RELEASE OF EASEMENT AND RIGHT-OF-WAY

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SMITH §

WHEREAS, the document, number 202401006481, of the deed records of Smith County reflects a 30ft. wide water and sanitary sewer easement across LOT 1-D, N.C.B. 1570-Q, OAK MANOR AT OAK HOLLOW SECOND AMENDMENT, conveyed to the **CITY OF TYLER**; and

WHEREAS, the **CITY OF TYLER**, as the current owner of the easement and right-of-way, has been requested to release a portion of the aforementioned easement and right-of-way but only insofar as it covers the property described as follows:

THE SOUTHERN PORTION OF THE EASEMENT FROM THE SOUTHWEST CORNER OF LOT 1-D, 246.66 FEET NORTH.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, the **CITY OF TYLER**, does hereby **RELEASE, RELINQUISH, and SURRENDER** a portion of the easement and right-of-way set out above which was recorded in document number 202401006481 of the deed records of Smith County, but **ONLY INsofar** as said easement and right-of-way covers the property.

This release specifically releases the above-mentioned right-of-way and easement insofar as it covers the property described above and shown on _____, but has no effect whatsoever on the easement and right-of-way insofar as it covers other properties described in the original instrument.

EXECUTED this _____ day of _____, 2024.

CITY OF TYLER

By: _____
City Manager

STATE OF TEXAS
COUNTY OF SMITH

This instrument was acknowledged before me on the _____ day of _____, 2023, by Edward Broussard, City Manager.

Notary Public in and for the State of Texas

Return to:
City of Tyler, Texas
P. O. Box 2039
Tyler, Texas 75710

UTILITY EASEMENT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF SMITH §

S&T DEVELOPMENT, LTD., of Smith County, Texas, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable considerations to me in hand paid, the receipt of which is hereby acknowledged and confessed, have GRANTED, and by these presents do GRANT unto the CITY OF TYLER, TEXAS, its successors and assigns, a permanent easement permitting the free and uninterrupted use, liberty, and privilege of a passage in, over, along, through, and under a strip of land across a certain tract of land situated in Smith County, Texas; the strip which the easement herein conveyed is given by being described as follows, to-wit:

See attached Exhibit "A"

The City of Tyler shall have the right of free ingress, egress, and regress to and for itself, its successors and assigns, with the right to prepare the same for entry, with men, trucks, and other equipment, as by it or them shall be necessary or convenient at all times and seasons for the purposes of construction, building, and thereafter maintaining, rebuilding, and reconstructing on said strip of land, pipe lines for Sanitary Sewer and Water, together with the right to use any other lands belonging to the Grantor, adjoining the above tract for the purposes of entering or leaving said tract. Grantor, his heirs and assigns warrant and agree that no buildings or permanent structure shall be erected within the boundaries of the permanent easement, except for fences; provided, however, brick, stone, or masonry wall shall not be erected.

It is further agreed that this easement or privilege contract shall not interfere with the Grantor's right to use the surface of said land for purposes other than as hereinbefore provided, and if the said City of Tyler shall go upon said strip of land thereafter maintaining its Sanitary Sewer and injure or damage any property or improvements, it shall pay reasonable damages therefor, and the said City shall at all times after excavating or digging in said ditch, backfill the same so that the surface of said land shall be in as good condition as it was before such excavating or digging, and shall maintain the same in such condition.

TO HAVE AND TO HOLD ALL and singular the privileges aforesaid to the said City of Tyler, its successors and assigns, to their proper use and behoof.

WITNESS the signature of the undersigned, this the 21 day of February, A.D., 2024.

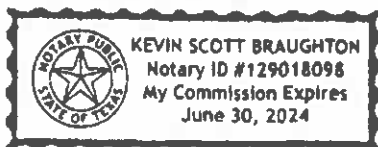

Signed, John Paul Davis, President

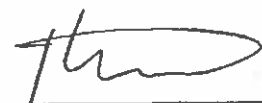
THE STATE OF TEXAS §
COUNTY OF SMITH §

KNOW ALL MEN BY THESE PRESENTS

This instrument was acknowledged before me on February 21, 2024

by John Paul Davis




Notary Public in and for
The State of Texas

My Commission Expires: 6.30.24

EXHIBIT 'A'

Metes and Bounds Description
City of Tyler Easement
Lot 1-D, N.C.B. 1570-Q

All that certain tract or parcel of land, being out of and a part of Lot 1-D, New City Block 1570-Q, of OAK MANOR AT OAK HOLLOW SECOND AMENDMENT, an addition to the City of Tyler, according to the Amending Replat of Oak Manor at Oak Hollow Lot 32, N.C.B. 1570-Q, recorded in Cabinet 'F', Slide 6-B, of the Plat Records of Smith County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found for the northwest corner of said Lot 1-D, N.C.B. 1570-Q, same being the northeast corner of Lot 32-E, of said Oak Manor at Oak Hollow Second Amendment;

THENCE, South 67°07'01" East, a distance of 15.50 feet to a 1/2" iron rod found for the northernmost northeast corner of said Lot 1-D;

THENCE, South 22°52'59" West, a distance of 61.85 feet to a 1/2" iron rod found for an interior corner of said Lot 1-D;

THENCE, South 67°07'01" East, a distance of 15.20 feet to a 1/2" iron rod found for the southernmost northeast corner of said Lot 1-D;

THENCE, South 24°43'51" West, with the east line of said Lot 1-D, a distance of 442.86 feet to a 1/2" iron rod found for a corner;

THENCE, South 19°27'48" West, continuing with said east line of said Lot 1-D, a distance of 232.91 feet to a 1/2" iron rod found for a corner;

THENCE, South 21°07'06" West, continuing with said east line of said Lot 1-D, a distance of 290.75 feet to a 1/2" iron rod found for the southeast corner of said Lot 1-D;

THENCE, North 89°27'26" West, a distance of 33.11 feet to a 1/2" iron rod found for the southwest corner of said Lot 1-D;

THENCE, North 21°07'06" East with the west line of said Lot 1-D, a distance of 247.44 feet to a 1/2" iron rod found for a corner, same being the beginning of a curve to the left having a radius of 25.00 feet, same being the southernmost northeast corner of Lot 32-C, of said Oak Manor at Oak Hollow Second Amendment;

THENCE, along said curve to the left having a radius of 25.00 feet, a central angle of 87°42'27", and a chord bearing and distance of North 22°44'07" West, 34.64 feet, an arc length of 38.27 feet to a corner in the west line of the herein described tract, from which a 1/2" iron rod found for the northernmost northeast corner of said Lot 32-C bears North 68°24'10" West, a distance of 1.58 feet, for reference;

THENCE, North 21°00'59" East, across said Lot 1-D, a distance of 31.08 feet to a corner in the west line of the herein described tract, same being in a curve to the left having a radius of 25.00 feet, same being in the southeast line of Lot 32-B, of said Oak Manor at Oak Hollow Second Amendment, from which a 1/2" iron rod found for the southernmost southeast corner of said Lot 32-B bears North 71°31'57" West, a distance of 1.13 feet, for reference;

Page 2
Exhibit 'A'
City of Tyler Easement, Lot 1-D

THENCE, along said curve to the left having a radius of 25.00 feet, a central angle of $87^{\circ}42'27''$, and a chord bearing and distance of North $63^{\circ}19'02''$ East, 34.64 feet, an arc length of 38.27 feet to a 1/2" iron rod found for a corner in the west line of said Lot 1-D, same being the northernmost southeast corner of said Lot 32-B, and the end of said curve;

THENCE, North $19^{\circ}27'48''$ East, with said west line of said Lot 32-B, a distance of 203.34 feet to a 1/2" iron rod found for a corner;

THENCE, North $24^{\circ}43'51''$ East, a distance of 229.26 feet to a 1/2" iron rod found for a corner, same being the southernmost northeast corner of said Lot 32-B, same being the beginning of a curve to the left having a radius of 25.00 feet;

THENCE, along said curve to the left having a radius of 25.00 feet, a central angle of $88^{\circ}24'19''$, and a chord bearing and distance of North $19^{\circ}28'19''$ West, 34.86 feet, an arc length of 38.57 feet to a corner in the west line of the herein described tract, from which a 1/2" iron rod found for the northernmost northeast corner of said Lot 32-B bears North $65^{\circ}27'22''$ West, a distance of 1.55 feet, for reference;

THENCE, North $24^{\circ}43'51''$ East, a distance of 30.07 feet to a corner in the west line of the herein described tract, same being in the south line of Lot 32-E, of said Oak Manor at Oak Hollow Second Amendment;

THENCE, South $67^{\circ}14'51''$ East, a distance of 0.18 feet to a 1/2" iron rod found for the southernmost southeast corner of said Lot 32-E, same being the beginning of a curve to the left having a radius of 25.00 feet;

THENCE, along said curve to the left having a radius of 25.00 feet, a central angle of $88^{\circ}01'18''$, and a chord bearing and distance of North $68^{\circ}44'30''$ East, 34.74 feet, an arc length of 38.41 feet to a 1/2" iron rod found for the northernmost southeast corner of said Lot 32-E and the end of said curve;

THENCE, North $24^{\circ}43'51''$ East, continuing with said west line of said Lot 1-D, a distance of 137.29 feet to a 1/2" iron rod found for a corner;

THENCE, North $22^{\circ}52'59''$ East, a distance of 61.85 feet to the POINT OF BEGINNING and containing 0.758 acre of land

I hereby certify that the above description was prepared from an actual survey made on the ground under my direction and supervision during the Month of April 2017. GIVEN UNDER MY HAND AND SEAL this date, 12 April 2017.

(Bearings are referenced to the Texas Coordinate System, North Central Zone, NAD 83 Map Datum.)

Joseph K. Pollard
Registered Professional Land Surveyor
Texas Registration No. 6499



THOMAS PRICE SURVEY, A-794

(R.O.W. AND BEARING BASE PER PLAT, CAB. 'E', SLIDE 208-C, S.C.P.R.)

SURVEYOR'S STATEMENT:
I, JOSEPH K. POLLARD, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6492 DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION DURING THE MONTH OF SEPTEMBER 2016



JOSEPH K. POLLARD
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS

APPROVED BY: CHAIRMAN OF PLANNING & ZONING COMMISSION
ON THIS 1 DAY OF October 2016

Chairman
CHAIRMAN

ATTEST:

K. Overman
K. Overman

Filed for Record in
Smith County, Texas
11/02/2016 9:05:30 AM
Fee: \$71.00
20160100044739
PLAT
Chapman - Valencia Arreaga
I hereby certify that this
instrument was filed and duly
recorded in the Public
Records of Smith County, Texas

Notary Public
Notary Public
County Clerk



ACCESS TO OLD JACKSONVILLE HWY. (F.M. 2493)
IN ACCORDANCE WITH FOOT ACCESS
MANAGEMENT AND CITY ORDINANCE.

NO ACCESS TO OLD JACKSONVILLE HWY.
(F.M. 2493) FROM LOTS 32-B, 32-C & 32-E
USE SHARED ACCESS AS SHOWN ON PLAT.

OWNERS STATEMENT:
THAT WE, S & T DEVELOPMENT, LTD., ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICERS, OAK HOLLOW PHASE II, LLC, HEREBY AND THROUGH ITS DULY AUTHORIZED OFFICERS, ARE THE OWNERS OF THE TRACT SHOWN HEREON AND DO ACCEPT THIS AS ITS PLAN FOR THE SUBDIVIDING INTO LOTS, AND BY THIS DEED DEDICATE TO THE PUBLIC FOREVER THE ALLEYS AND EASEMENTS AS SHOWN, IT IS THE PROPERTY OWNER'S RESPONSIBILITY TO VERIFY EASEMENTS PRIOR TO CONSTRUCTING ANY IMPROVEMENTS.

WITNESS, MY HAND, THIS THE 19 DAY OF October 2016

S & T DEVELOPMENT LTD.
A TEXAS LIMITED PARTNERSHIP
BY: W & S DEVELOPMENT COMPANY
A TEXAS CORPORATION
ITS GENERAL PARTNER
BY: STEVEN F. THORNTON, PRESIDENT

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, IN AND FOR SMITH COUNTY, TEXAS, THIS THE 19 DAY OF October 2016



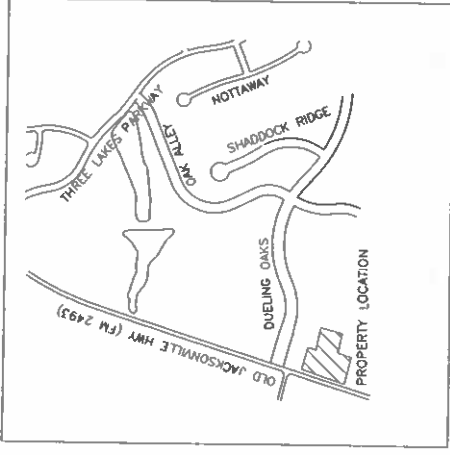
WITNESS, MY HAND, THIS THE 19 DAY OF October 2016

BY: STEVEN F. THORNTON, PRESIDENT OAK HOLLOW PHASE II LLC

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, IN AND FOR SMITH COUNTY, TEXAS, THIS THE 19 DAY OF October 2016



Notary Public



VICINITY MAP

NOTE: SHARED ACCESS AND UTILITY EASEMENTS ARE TO BE MAINTAINED AND SHARED UNDER WRITTEN AGREEMENT BETWEEN THE OWNERS OF LOTS UNDERLYING THE EASEMENT.

INDICATES SET 1/2" 1. ROD UNLESS OTHERWISE NOTED.
CM=CONTROLLING MONUMENT
ALL IRON RODS SET ARE MARKED WITH A PLASTIC CAP: RPLS 2114 AND RPLS 3683.

31'0" WIDE PLANNED ACCESS
CAB. 'E', SLIDE 208-C, S.C.P.R.

10' WIDE C.O.T. UTILITY EASEMENT
N.C.B. 1570-Q

10' WIDE C.O.T. UTILITY EASEMENT
N.C.B. 1570-Q

BARRETT HEIGHTS AT OAK HOLLOW, THIRD AMENDMENT, CAB. 'E', SLIDE 389-C, S.C.P.R.

LINE	BEARING	DISTANCE
L1	N82°05'20"W	53.95
L2	N87°10'27"W	32.24
L3	S87°09'20"E	30.74
L4	S71°28'00"E	55.93

NOTICE: SELLING A PORTION OF THIS ADDITION BY INTERESTS AND BOUNDS IS VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND FORFEITURE OF UTILITIES AND BUILDING PERMITS

BARRETT HEIGHTS AT OAK HOLLOW, PLAT, CAB. 'E', SLIDE 208-C, S.C.P.R.

OAK MANOR AT OAK HOLLOW
SECOND AMENDMENT
AN AMENDING REPLAT OF
OAK MANOR AT OAK HOLLOW
LOT 32-A, N.C.B. 1570-Q
THOMAS PRICE SURVEY, A-794
CITY OF TYLER
SMITH COUNTY, TEXAS

OWNER: S&T DEVELOPMENT LTD.
ADDRESS: 2203 OAK ALLEY, TYLER, TX. 75703

BMS TYLER SURVEYORS
BOB MATUSH SURVEYING, INC.
REGISTERED PROFESSIONAL LAND SURVEYORS
2824 KINGS HIGHWAY, TYLER, TEXAS 75703
TEL. (903) 591-7287
T.B.P.L.S. PERM. NO. 10048200

PAUL H. PHILLIPS ET UX
VOL. 4692, PG. 56,
O.P.R.S.C.

(RECORD: N89°27'34"W)

10' WIDE UTILITY EASEMENT
TO OAKMANOR
C.F.N. 2014-0004-3572,
O.P.R.S.C.

CONC. CURB
R.O.W. LINE

CONC. CURB

10' WIDE UTILITY EASEMENT
TO OAKMANOR
C.F.N. 2014-0004-3572,
O.P.R.S.C.

CONC. CURB
R.O.W. LINE

CONC. CURB

10' WIDE UTILITY EASEMENT
TO OAKMANOR
C.F.N. 2014-0004-3572,
O.P.R.S.C.

CONC. CURB
R.O.W. LINE

CONC. CURB

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	25.00	85°01'18"	N89°41'30"E	34.74	38.41'
C2	25.00	85°01'18"	N89°41'30"E	34.74	38.41'
C3	25.00	85°01'18"	N89°41'30"E	34.74	38.41'
C4	25.00	85°01'18"	N89°41'30"E	34.74	38.41'

PLAT RECORDED IN CABINET F. SLIDE 160
DATE RECORDED: 11-3-2016



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. C-A-5

Date: September 11, 2024

Subject: Request that the City Council consider reviewing and approving the Smith County 911 District Budget for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025.

Item Reference: **State law requires review and approval of the 911 District's Annual Budget by Smith County and the majority of the cities within the district; last reviewed on September 13, 2023.**

The Smith County 9-1-1 Communications District has submitted the Proposed Fiscal Year (FY) 2024-2025 District Operating Budget for consideration and approval by the City Council. This Operating Budget was submitted by the District Board of Managers on July 1, 2024. As per the Health and Safety Code 772, the budget must now be submitted to the Smith County Commissioners Court and the municipalities within the district for their review and comments regarding the budget.

Smith County 9-1-1 is including the following items for PSAP (Public Safety Answering Points) funding for Tyler PD: PSAP project participation at \$125,000 and PSAP training funds.

Any additional PSAP needs (unforeseen or unbudgeted) would need to be requested through City Council to the Smith County 9-1-1 Board for consideration. Fulfillment of those requests would be based on fund availability.

RECOMMENDATION:

Request that the City Council consider reviewing and approving the Smith County 911 District Budget for the Fiscal Year beginning October 1, 2024, and ending September 30, 2025.

Attachments:
[2025 911 Budget](#)

Drafted/Recommended By:
Department Leader Keidric Trimble, CFO

Edited/Submitted By:
City Manager



JUL 5 AM 9:17

SMITH COUNTY, TEXAS

July 1st, 2024

Mr. Keidric Trimble
CFO
City of Tyler
P.O. Box 2039
Tyler, TX 75710-2039

Dear Mr. Trimble,

The Smith County 9-1-1 Communications Network is pleased to submit the Proposed FY 2024-2025 District Operating Budget for consideration by your City Council. It was reviewed and approved for submittal by the District Board of Managers on July 1st, 2024. As per the Health & Safety Code 772, the budget must now be submitted to the Smith County Commissioners Court and the municipalities within the District for their review and comments regarding the budget.

The proposed FY 2024-2025 budget has been split into two different budgets. The 911 Budget (pages 1-11) is subject to the review process as per Health and Safety Code Section 772. The 911 Budget provides a detailed line item breakdown of anticipated income and expenses for the upcoming fiscal year. This budget is related directly to the delivery of the 911 call and management of the 911 network. Some highlights of the Proposed FY 2024-2025 include:

- Completion of a \$1.68 Million district-wide transition to Motorola NG 911 Core Services which will provide a fully IP-enabled network for 911 call delivery.
- \$125,000 in available funding to the City of Tyler and \$70,000 to the other agencies in PSAP Participation Project funding to assist agencies with 911 related expenses.
- \$10,000 available to assist agencies with Dispatcher related training and education
- \$470,000 in 911 Network upgrades funded from Reserve Funds including the construction of an off-site storm rated building to house back-up 911 servers and equipment.
- \$100,000 in funding to provide Indoor Mapping of 911 Calls within Schools and Public Buildings.
- District Building/Equipment and 911 PSAP Equipment owned by District debt-free

The GIS Consortium budget (pages 12-14) provides the detailed income/expenses for the GIS Consortium (SC911 District, City of Tyler, SCAD, and Smith County). SC911 District serves as the liaison for the GIS Consortium by inter-local agreement with each agency, and is, by agreement, the agency responsible for providing administrative support for the Consortium. The GIS Consortium is responsible for the management and update to the county wide aerial photography and other GIS data used by both the agencies and citizens. This budget includes funds entrusted to the District by the other members of the consortium, but those funds are not available to meet general SC911 District expenses. It does not require your formal approval but is being provided for your information as part of our overall operation.

The district requests that you review the enclosed SC 9-1-1 Communications District budget and place it on your City Council meeting agenda for approval no later than **September 23, 2024** I will also be available to attend the Council meeting to answer any questions regarding the budget. I can be contacted at 903-566-8911.

Respectfully,

William (Bill) V Morales
District Director

CC:

City of Overton
City of Hideaway
City of Tyler

City of Arp
City of Lindale
City of Whitehouse

City of Bullard
City of Noonday
City of Winona

City of Chapel Hill
City of Troup



**BUDGET APPROVAL
2024-2025**

City of _____

Meeting Date: _____

The City of _____ took the following action on the Smith County 9-1-1 Communications District Fiscal Year 2024-2025 Budget:

_____ Approve

_____ Not Approve

Verified By:

Name

Title

Signature

Date

Please return completed form to:
Smith County 9-1-1 Communications District
Fax: 903-561-3329
EMAIL: bmorales@911district.com
205 Shelley Drive
Tyler, TX 75701



**E M E R G E N C Y
COMMUNICATIONS DISTRICT**

SMITH COUNTY, TEXAS

**2024-2025
OPERATING
BUDGET**

*Approved for Review: July 28, 2024
Final Approval :*

<i>Beginning Operating Fund Balance</i>					
	2022/2023 APPROVED AMENDED BUDGET	2022/2023 BUDGET ACTUAL	2023/2024 APPROVED AMENDED BUDGET	2023/2024 BUDGET FORECAST	2024/2025 BUDGET
<u>INCOME</u>					
SERVICE USER FEES	\$ 1,827,375.00	\$ 2,057,306.15	\$ 1,958,800.00	\$ 3,602,289.35	\$ 1,898,859.36
OTHER INCOME (Less Transfers)	\$ 39,988.27	\$ 1,068,407.28	\$ 280,823.20	\$ 477,516.17	\$ 409,498.97
TOTAL INCOME	\$ 1,867,363.27	\$ 3,125,713.43	\$ 2,239,623.20	\$ 4,079,805.52	\$ 2,308,358.33
<u>EXPENDITURES</u>					
9-1-1 SYSTEM EXPENSES	\$ 843,515.35	\$ 1,111,284.25	\$ 1,008,272.72	\$ 1,086,747.90	\$ 1,340,638.24
PERSONNEL EXPENSES	\$ 564,244.69	\$ 549,642.08	\$ 605,042.26	\$ 566,633.31	\$ 634,422.15
9-1-1 BUILDING CONSTRUCTION	\$ -	\$ -	\$ -	\$ 54,000.00	\$ 250,000.00
9-1-1 OPERATING EXPENSES	\$ 436,253.26	\$ 353,287.65	\$ 446,491.32	\$ 363,154.67	\$ 666,270.36
TOTAL EXPENDITURES	\$ 1,844,013.30	\$ 2,014,213.98	\$ 2,059,806.30	\$ 2,070,535.88	\$ 2,891,330.75
<i>Ending Operating Fund Balance</i>					
SC 911 OPERATING RESERVES (4 Months)					\$ 611,707.69
SC 911 PSAP EQUIPMENT REPLACEMENT FUND BALANCE (2026)					\$ 1,250,000.00
SC 911 COUNTY_911 SERVER ANNEX BUILDING (2026)					\$ 750,000.00
<i>Unreserved Operating Fund Balance</i>					\$ 172,367.41

	2022/2023 APPROVED AMENDED BUDGET	2022/2023 BUDGET ACTUAL	2023/2024 APPROVED AMENDED BUDGET	2023/2024 BUDGET FORECAST	2024/2025 BUDGET
100000 SERVICE USER FEES INCOME					
101000 AT&T Landlines Service Fees Income	\$ 108,000.00	\$ 91,332.64	\$ 84,000.00	\$ 67,579.08	\$ 61,680.00
102000 CenturyLink Landlines Service Fees Income	\$ 19,875.00	\$ 14,582.11	\$ 14,400.00	\$ 6,822.00	\$ 6,363.96
103000 Frontier Landlines Service Fees Income	\$ 6,500.00	\$ 5,127.20	\$ 5,400.00	\$ 4,453.62	\$ 4,920.00
104000 CLEC Landlines Service Fees Income	\$ 160,000.00	\$ 288,356.77	\$ 165,000.00	\$ 246,529.00	\$ 204,000.00
105000 CSEC Wireless Service Fees Income	\$ 1,125,000.00	\$ 1,313,622.91	\$ 1,265,000.00	\$ 1,432,053.32	\$ 1,321,895.40
105500 CSEC -Proposition 8 Broadband Wireless Fund	\$ -	\$ -	\$ 0.00	\$ 1,536,188.33	\$ -
106000 Voice Over Internet Protocol (VoIP) Service Fees Income	\$ 408,000.00	\$ 344,284.52	\$ 425,000.00	\$ 308,684.00	\$ 300,000.00
Total 100000-Service User Fees Income	\$ 1,827,375.00	\$ 2,057,306.15	\$ 1,958,800.00	\$ 3,602,289.35	\$ 1,898,859.36
200000 OTHER INCOME					
206000 Interest Income -Operating Account	\$ 4,200.00	\$ 30,022.29	\$ 20,000.00	\$ 76,660.36	\$ 50,000.00
202100 Interest Income -911 Equip Fund	\$ 100.00	\$ 3,181.31	\$ 3,000.00	\$ 13,977.62	\$ 14,712.00
202300 Interest Income -Grant Fund	\$ 30.00	\$ 15,232.90	\$ 10,000.00	\$ 40,633.32	\$ 42,000.00
213000 Federal Grant Funding -SB8	\$ -	\$ 963,129.83	\$ 212,164.93	\$ 310,586.60	\$ 257,519.76
214000 Misc. Income	\$ -	\$ 21,182.68	\$ -	\$ -	\$ -
217000 UT Health-EMS PSAP Inter-Local Income	\$ 35,658.27	\$ 35,658.27	\$ 35,658.27	\$ 35,658.27	\$ 35,658.27
218000 Income Transfer from Reserves (911 Equipment/Building/Improvements)	\$ -	\$ -	\$ -	\$ -	\$ 1,009,608.94
Total 200000-Other Income	\$ 39,988.27	\$ 1,068,407.28	\$ 280,823.20	\$ 477,516.17	\$ 1,409,498.97
TOTAL INCOME	\$ 1,867,363.27	\$ 3,125,713.43	\$ 2,239,623.20	\$ 4,079,805.52	\$ 3,308,358.33

ACCOUNT DESCRIPTION

500000 9-1-1 SYSTEM EXPENSES

501000 9-1-1 CIRCUITS/DATABASE CHARGES

	2022/2023 APPROVED AMENDED BUDGET	2022/2023 BUDGET ACTUAL	2023/2024 APPROVED AMENDED BUDGET	2023/2024 BUDGET FORECAST	2024/2025 BUDGET
501100 CenturyLink Charges (Circuits/DATABASE)	\$ 13,500.00	\$ 13,655.58	\$ 13,750.00	\$ 13,515.16	\$ 13,600.00
501200 Legacy AT&T Circuit & SR Data Chgs	\$ 55,000.00	\$ 52,188.48	\$ 52,380.00	\$ 52,726.98	\$ 52,800.00
501225 Secondary ATT DIR Circuits (old)	\$ -	\$ -	\$ -	\$ -	\$ -
501250 Suddenlink Charges (Secondary Circuits)	\$ 92,000.00	\$ 64,432.86	\$ 68,340.00	\$ 75,324.65	\$ 74,724.00
501300 Frontier Charges (Circuits/DATABASE)	\$ 10,000.00	\$ 9,644.00	\$ 10,000.00	\$ 10,003.00	\$ 10,000.00
501400 911 DataMaster Databond (ALI Database)	\$ 20,925.00	\$ 20,925.00	\$ 20,925.00	\$ 20,925.00	\$ 20,925.00
501450 AT&T (ALI Databond Circuits)	\$ 8,500.00	\$ 7,257.68	\$ 7,567.68	\$ 7,567.68	\$ 3,750.00
501500 Suddenlink (Secondary ALI Databond Circuits)	\$ 13,200.00	\$ 13,200.00	\$ 13,200.00	\$ 13,200.00	\$ 6,600.00
501600 Greater Harris County 911 (Database Services)	\$ 4,852.31	\$ -	\$ -	\$ -	\$ -
501700 AT&T AVPN 911PSAP Network Access	\$ 129,643.00	\$ 167,728.65	\$ 167,643.48	\$ 173,942.58	\$ 174,399.12
501702 AT&T AVPN 911PSAP Network -Port	\$ 40,500.00	\$ 52,636.68	\$ 52,636.68	\$ 52,636.68	\$ 52,636.68
501705 AT&T ADE 911 Server Network	\$ 40,463.04	\$ 36,626.16	\$ 36,626.16	\$ 36,636.24	\$ 36,636.24
501710 AT&T ADI 911 Network	\$ 14,750.00	\$ 14,629.44	\$ 14,629.44	\$ 14,629.44	\$ 14,629.44
501715 AT&T LTE 911 Wireless Backup Network	\$ 3,500.00	\$ -	\$ -	\$ -	\$ -
501720 AAC 911 Automatic Call-Back Network Long Distance Charges	\$ 3,600.00	\$ 5,112.20	\$ 5,112.24	\$ 3,353.25	\$ 5,000.00
501725 AAC 911 Automatic Call-Back Network	\$ 3,450.00	\$ 4,414.80	\$ 4,538.28	\$ 4,356.30	\$ 4,375.00
501730 AT&T Hardware and On-Site Support (New Network)	\$ -	\$ -	\$ -	\$ -	\$ -
501800 Advanced 911 Network Monitoring -(OnShore)	\$ 23,640.00	\$ -	\$ -	\$ 26,100.00	\$ 26,100.00
Total 501000-Telephone Company Charges	\$ 477,523.35	\$ 462,451.53	\$ 467,348.96	\$ 504,916.96	\$ 496,175.48

502000 911 NETWORK WIRELESS CHARGES

502200 at & t Wireless	\$ 7,300.00	n/c	23/24	24/25	
502500 Sprint/Nextel Wireless	n/c	n/c			
502600 Verizon Wireless	n/c	n/c			
Total	\$ 7,300.00	\$ -			

Total 502000-Wireless Charges

\$ 7,300.00 \$ 7,258.94 \$ 7,300.00 \$ 7,300.00 \$ -

503000 PSAP EXPENSES

503100 District Owned 911 PSAP Equipment Expenses					
Next System-Wide Upgrade FY 2025_2026					
* REFER TO PSAP EQUIPMENT REPLACEMENT FUND BALANCE (2026)					
	2022/2023 BUDGET	2022/2023 FORECAST	2023/2024 BUDGET		
SCSO PSAP/911 SERVER A	\$ -	\$ -	\$ -		
Tyler PD PSAP	\$ -	\$ -	\$ -		
Lindale PD PSAP	\$ -	\$ -	\$ -		
Overton PD PSAP	\$ -	\$ -	\$ -		
DPS-Tyler (Secondary PSAP)	\$ -	\$ -	\$ -		
UT Health_EMS (Secondary PSAP)	\$ -	\$ -	\$ -		
TJC PD PSAP (Secondary PSAP)	\$ -	\$ -	\$ -		
SC911 DO (911 Server B/Backup PSAP)	\$ -	\$ -	\$ 25,000.00		
ROUTERS/UPS	\$ -	\$ -	\$ -		
Total	\$ -	\$ -	\$ 25,000.00		

ACCOUNT DESCRIPTION

503000 PSAP EXPENSES (Continued)

ITEM	2023/2024 Budget	2024/2025 Budget	2022/2023 APPROVED BUDGET	2022/2023 BUDGET ACTUAL	2023/2024 APPROVED BUDGET	2023/2024 BUDGET FORECAST	2024/2025 BUDGET
503200 9-1-1 System Expenses							
Motorola NGCS - Annual Expense	\$ 257,519.76	\$ 257,519.76					
Rapid SOS Premium	\$ 73,712.00	\$ 73,712.00					
DM:VDB-LVF DataNexus (503209)	\$ 13,396.00	\$ 13,396.00					
ENS_LVF Extract (GHC911)	\$ 501.00	\$ 501.00					
911 Public Building Indoor Mapping	\$ -	\$ 100,000.00					
Miscellaneous System Expenses	\$ -	\$ -					
	\$ 345,128.76	\$ 445,128.76					
503500 PSAP Project Participation Funds							
	\$ 85,000.00	\$ 204,418.74			\$ 135,000.00	\$ 183,000.00	\$ 320,000.00

	2023/2024 BUDGET	2023/2024 FORECAST	2024/2025 BUDGET
SCSO PSAP	\$ 50,000.00	\$ 96,000.00	\$ 125,000.00
Tyler PD PSAP	\$ 50,000.00	\$ 50,000.00	\$ 125,000.00
Lindale PD PSAP	\$ 10,000.00	\$ -	\$ 25,000.00
DPS-Tyler (Secondary PSAP)	\$ 5,000.00	\$ -	\$ 5,000.00
UT Health-EMS (Secondary PSAP)	\$ 5,000.00	\$ -	\$ 5,000.00
TJC-PD (Secondary PSAP)	\$ 5,000.00	\$ -	\$ 5,000.00
SC 911 District Office HQ	\$ 5,000.00	\$ -	\$ 5,000.00
Other Agencies	\$ 5,000.00	\$ 37,000.00	\$ 25,000.00
	\$ 135,000.00	\$ 183,000.00	\$ 320,000.00

503700 911 Wireless Testing Program Expenses (testing phone -all carriers)

	\$ 7,000.00	\$ 4,573.44	\$ 7,000.00	\$ 4,573.44	\$ 7,000.00
503900 PSAP Interpreter Services	\$ 6,500.00	\$ 9,323.08	\$ 6,500.00	\$ 6,698.81	\$ 7,000.00
Total 503000-PSAP Expenses	\$ 328,697.00	\$ 617,816.26	\$ 493,628.76	\$ 539,401.01	\$ 804,128.76

504000 EMERGENCY AGENCY EXPENSES

504500 CntrlCall Dispatcher Pre-Employment Testing (on-line effective 2022)

	\$ 4,995.00	\$ 4,995.00	\$ 4,995.00	\$ 5,069.93	\$ 5,334.00
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504800 Emergency Notification System -(funding for agencies)

	\$ 25,000.00	\$ 18,762.52	\$ 35,000.00	\$ 30,060.00	\$ 35,000.00
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Total 504000-Emergency Agency Expenses	\$ 29,995.00	\$ 23,757.52	\$ 39,995.00	\$ 35,129.93	\$ 40,334.00
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TOTAL 911 SYSTEM EXPENSES

	\$ 843,515.35	\$ 1,111,284.25	\$ 1,008,272.72	\$ 1,086,747.90	\$ 1,340,638.24
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ACCOUNT DESCRIPTION

	2022/2023 APPROVED AMENDED BUDGET	2022/2023 BUDGET ACTUALS	2023/2024 APPROVED AMENDED BUDGET	2023/2024 BUDGET FORECAST	2024/2025 BUDGET
600000 PERSONNEL EXPENSES					
601000 Employee Wages	\$ 378,209.60	\$ 354,280.79	\$ 398,000.70	\$ 363,012.00	\$ 416,381.90
601700 Merit Raise Fund	\$ -	\$ -	\$ -	\$ -	\$ -
Total 601000-Salaries	\$ 378,209.60	\$ 354,280.79	\$ 398,000.70	\$ 363,012.00	\$ 416,381.90
602000 TAXES AND FRINGE BENEFITS					
602101 Medicare	\$ 5,484.04	\$ 5,506.43	\$ 5,771.01	\$ 5,601.00	\$ 6,037.54
602102 FICA	\$ 23,449.00	\$ 23,544.71	\$ 24,676.04	\$ 24,875.78	\$ 25,815.68
602103 State Unemployment Tax Expenses	\$ 1,575.00	\$ 1,575.00	\$ 1,575.00	\$ 1,575.00	\$ 1,575.00
602201 Employee Dental/Vision	\$ 2,866.80	\$ 2,886.60	\$ 3,068.00	\$ 3,067.80	\$ 3,194.40
602203 Employee Healthcare/Life	\$ 46,183.20	\$ 53,568.00	\$ 54,742.20	\$ 59,495.88	\$ 57,479.40
602205 Workers Compensation Insurance	\$ 1,701.94	\$ 1,701.94	\$ 1,791.00	\$ 1,170.12	\$ 1,229.00
602206 Dependent Coverage Participation	\$ 23,500.00	\$ 27,046.32	\$ 27,600.00	\$ 27,611.52	\$ 28,944.24
602207 LTD/STD Insurance (TML)	\$ 6,912.16	\$ 5,267.56	\$ 7,273.87	\$ 5,819.04	\$ 7,609.80
602300 TCDRS Employee Retirement Contributions	\$ 64,862.95	\$ 62,882.99	\$ 70,844.12	\$ 64,564.85	\$ 75,614.95
602301 Retired Employee Insurance Reimbursement	\$ 6,000.00	\$ 7,681.42	\$ 6,000.00	\$ 6,140.00	\$ 6,140.00
602400 Cell Phone Reimbursement	\$ 3,500.00	\$ 3,700.32	\$ 3,700.32	\$ 3,700.32	\$ 4,400.24
Total 602000-Taxes and Fringe Benefits	\$ 186,035.09	\$ 195,361.29	\$ 207,041.56	\$ 203,621.31	\$ 218,040.25
TOTAL 600000 PERSONNEL EXPENSES	\$ 564,244.69	\$ 549,642.08	\$ 605,042.26	\$ 566,633.31	\$ 634,422.15

ACCOUNT DESCRIPTION

650000 BUILDING CAPITAL EXPENSES

651000 Construction Cost -District Office /Annex

	2022/2023 APPROVED AMENDED BUDGET	2022/2023 BUDGET ACTUALS	2023/2024 APPROVED AMENDED BUDGET	2023/2024 BUDGET FORECAST	2024/2025 BUDGET
\$	- \$	- \$	- \$	54,000.00 \$	250,000.00
Total 651000-General Expenses	\$ - \$	\$ - \$	\$ - \$	54,000.00 \$	250,000.00

700000 GENERAL EXPENSES

701100 Rents/Lease

701201 Telephone/Cable/Internet - District Office

701202 Electricity - District Office

701203 Natural Gas -District Office

701204 Trash/Water/sewer- District Office

701205 Alarm Monitoring Service

701209 Mobile Data Device (hotspot)

701210 Copier/Plotter Expense

\$	- \$	- \$	- \$	- \$	- \$
\$	9,600.00 \$	11,329.33 \$	15,076.80 \$	7,272.34 \$	8,937.36
\$	8,000.00 \$	8,938.42 \$	9,500.00 \$	10,219.60 \$	10,500.00
\$	1,200.00 \$	764.44 \$	2,000.00 \$	740.69 \$	2,000.00
\$	3,450.00 \$	3,588.98 \$	3,575.00 \$	3,566.00 \$	4,000.00
\$	1,086.00 \$	1,161.00 \$	1,086.00 \$	1,999.45 \$	2,000.00
\$	1,320.00 \$	912.00 \$	1,000.00 \$	912.00 \$	1,000.00
\$	4,770.00 \$	4,770.00 \$	5,167.00 \$	5,167.50 \$	5,200.00
Total 700000-General Expenses	\$ 29,426.00 \$	\$ 31,464.17 \$	\$ 37,404.80 \$	29,877.58 \$	33,637.36

701300 REPAIRS AND MAINTENANCE

701301 Office Repairs (non-contract)

701302 A/V Equipment/ Furniture repairs (non-contract)

701303 Generator MC (2x/yr) /Remote Monitoring

701304 Janitorial/Window Expenses

701305 Grounds Maintenance

701307 Building Maintenance (non-contract)

701311 IT Room Expenses (HVAC/Monitors/Etc)

\$	5,000.00 \$	802.00 \$	5,000.00 \$	- \$	- \$
\$	6,500.00 \$	- \$	6,500.00 \$	1,840.00 \$	6,500.00
\$	1,526.00 \$	1,765.91 \$	1,535.00 \$	365.00 \$	1,500.00
\$	6,800.00 \$	6,489.84 \$	6,800.00 \$	10,198.00 \$	10,500.00
\$	3,000.00 \$	3,263.75 \$	3,000.00 \$	2,613.00 \$	3,000.00
\$	10,000.00 \$	8,388.50 \$	15,000.00 \$	19,591.70 \$	20,000.00
\$	5,100.00 \$	5,000.00 \$	35,000.00 \$	49,529.87 \$	150,000.00
Total 701300-Repairs and Maintenance	\$ 37,926.00 \$	\$ 25,710.00 \$	\$ 72,835.00 \$	84,137.57 \$	191,500.00

ACCOUNT DESCRIPTION

701350 OFFICE MAINTENANCE CONTRACTS (MC)

701351 Office Software - MC

ITEM	DESCRIPTION	ANNUAL AMOUNT
ESRI - GIS	Upgrades/Support	\$ 8,000.00
QuickBooks (ProPlus with Payroll)	Support	\$ 1,400.00
Time Keeping Software	support	\$ 700.00
Network Anti-Virus (District Offices)	Support	\$ 1,500.00
District Remote Access Software	support	\$ 1,000.00
District Password Management Software	support	\$ 550.00
Microsoft 365	subscription	\$ 4,500.00
DataMaster Spatial Station x 4	license/support	\$ 18,000.00
Absolute Resolve (3yr plan_expires 2025)	support	\$ 650.00
Virtual Server Extended Support	support	\$ 1,200.00
Virtual Server Back-Up Extended Support	support	\$ 1,600.00
Global Relay Archiving	support	\$ 2,100.00
		<u>\$ 41,200.00</u>

701352 Network Firewall (hardware/MC)

ITEM	DESCRIPTION	AMOUNT
Redundant Firewalls	Upgrade X2	\$ 11,350.00
Access Points	Upgrade X3	\$ 5,250.00
Advanced Security License	Upgrade X1	\$ 4,500.00
		<u>\$ 21,100.00</u>

701400 PROPERTY & GENERAL INSURANCE

701402 Property Insurance

701403 General Liability Insurance

\$	8,500.00	\$	4,544.26	\$	6,000.00	\$	5,402.74	\$	7,000.00
\$	6,500.00	\$	6,004.10	\$	6,500.00	\$	6,703.20	\$	7,500.00
\$	55,530.26	\$	42,554.02	\$	52,461.52	\$	52,067.46	\$	76,800.00
Total 7013150 Office MC - 701400 Insurance									

701500 OFFICE OPERATIONS

701500 Technology

701501 Office Equipment New/Replacement

701502 Office Computer Hardware Replace/New

ITEM	DESCRIPTION	AMOUNT
Laptop-GIS Admin	Replace/Upgrade	\$ 3,000.00
911 District Office Server	Replace/Upgrade	\$ 24,000.00
Backup Server Storage	Replace/Upgrade	\$ 6,500.00
Shared Storage Array	Replace/Upgrade	\$ 20,000.00
		<u>\$ 53,500.00</u>

2022/2023 APPROVED AMENDED BUDGET	2022/2023 BUDGET ACTUALS	2023/2024 APPROVED AMENDED BUDGET	2023/2024 BUDGET FORECAST	2024/2025 BUDGET
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\$	38,730.26	\$	30,572.01	\$	38,161.52	\$	38,161.52	\$	41,200.00
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\$	1,800.00	\$	1,433.65	\$	1,800.00	\$	1,800.00	\$	21,100.00
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\$	3,000.00	\$	2,400.65	\$	3,000.00	\$	2,575.00	\$	5,000.00
\$	9,000.00	\$	12,371.45	\$	5,000.00	\$	2,000.00	\$	53,500.00

	2022/2023	2022/2023	2023/2024	2023/2024	2024/2025	2024/2025
	APPROVED	BUDGET	APPROVED	BUDGET	BUDGET	BUDGET

710300 MEMBERSHIPS/DUES						
	NAME	ORGANIZATION	DUES			
	Smith County 911 District	ETCOG	\$ 100.00			
	Staff	NENA	\$ 735.00			
	Staff	APCO	\$ 452.00			
	Staff	SCAUG	\$ 100.00			
	Board of Managers (NENA/APCO)	NENA/APCO	\$ 940.00			
	District	Chamber of Commerce	\$ 150.00			
	Staff	Tyler Morning Telegraph	\$ 206.00			
			<u>\$ 2,683.00</u>			
				\$ 3,214.00	\$ 1,961.00	\$ 2,683.00
					\$ 2,174.00	\$ 2,683.00

720000 TRAVEL AND TRAINING

721000 Staff/Board Travel and Training	\$	66,000.00	\$	52,942.00	\$	81,000.00	\$	55,000.00	\$	81,000.00
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TRAVEL DETAIL	LOCATION	2024/2025\$
NENA 9-1-1 Standards Conference	TBD	\$ 25,000.00
9-1-1 Goes to Washington Annual Conference & Expo	D.C. TBD	
APCO APCO Emerging Technology APCO National Conference	TBD TBD	\$ 25,000.00
Staff		
911 ALLIANCE/OPERATIONS Monthly mtgs	Dallas	\$ 4,000.00
URISA-GIS Pro 2024 GIS/Mapping Staff	TBD	\$ 5,000.00
CSEC Quarterly Meeting	TBD Austin	\$ 3,000.00
ESRI Annual Users Conference	CA	\$ 9,000.00
Miscellaneous Training/Development	TBD	\$ 10,000.00
		\$ 81,000.00
722000 PSAP Travel /Training Funding		\$ 10,000.00 \$ 8,149.65 \$ 10,000.00 \$ 8,000.00 \$ 10,000.00
730602 Luncheons /Dinners Meetings		\$ 3,500.00 \$ 3,100.00 \$ 3,500.00 \$ 4,100.00 \$ 5,500.00
Total 720000-Travel and Training		\$ 79,500.00 \$ 64,191.65 \$ 94,500.00 \$ 67,100.00 \$ 96,500.00

ACCOUNT DESCRIPTION

730000 INTEREST/BANK EXPENSES

730100 Credit Card Fees

730200 Bank Service Charges

Total 730000-Interest/Bank Expenses

740000 PUBLIC EDUCATION

740104 Public Education

DESCRIPTION

Materials for Schools/Events
Event Participation/Advertising
TC Week
COST
\$ 10,000.00
\$ 10,000.00
\$ 10,000.00
\$ 30,000.00

Total 740000-Public Education Expense

745000 GIS/MAPPING EXPENSES

745200 Plotter MC/Supplies

745250 GIS Fiber Connection to Tyler GIS (Suddenlink)

745400 GIS Consortium - SC911 Contribution

Total 745000-GIS/MAPPING Expense

750000 DISTRICT VEHICLE EXPENSES

750101 Insurance - Autos

750102 Repair/Maint.- Autos

750103 Fuel Expenses

750104 District Vehicles Replacement

Total 750000-District Vehicle Expense

TOTAL GENERAL EXPENSES

EXPENSES GRAND TOTAL

2022/2023
APPROVED
AMENDED
BUDGET

2023/2023
BUDGET
ACTUALS

2023/2024
APPROVED
AMENDED
BUDGET

2023/2024
BUDGET
FORECAST

2024/2025
BUDGET

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745.16

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1,600.00

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1,344.56

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1,600.00

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3,000.00

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3,500.00

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3,000.00

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750.00

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3,000.00

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8,500.00

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6,250.00

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8,500.00

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5,700.00

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8,500.00

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35,000.00

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39,783.97

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\$

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48,100.00

\$

50,279.13

\$

13,100.00

\$

7,794.56

\$

13,100.00

\$

\$

436,253.26

\$

353,287.65

\$

446,491.32

\$

363,154.67

\$

666,270.36

\$

\$

1,844,013.30

\$

2,014,213.98

\$

2,059,806.30

\$

2,070,535.88

\$

2,891,330.75

\$

	2022/2023 <i>APPROVED AMENDED BUDGET</i>	2022/2023 <i>BUDGET ACTUAL</i>	2023/2024 <i>APPROVED AMENDED BUDGET</i>	2023/2024 <i>BUDGET FORECAST</i>	2024/2025 <i>BUDGET</i>
<i>Beginning Operating Fund Balance</i>					
<u>INCOME</u>					
GIS CONSORTIUM INTERLOCAL INCOME	\$ 90,000.00 \$	110,000.00 \$	60,000.00 \$	90,000.00 \$	60,000.00
OTHER INCOME	\$ 1,500.00 \$	157,477.19 \$	91,539.20 \$	108,982.66 \$	10,000.00
TOTAL INCOME	\$ 91,500.00 \$	267,477.19 \$	151,539.20 \$	198,982.66 \$	70,000.00
<u>EXPENDITURES</u>					
GIS CONSORTIUM EXPENSES	\$ 14,115.00 \$	4,887.21 \$	391,455.00 \$	153,773.03 \$	107,655.00
TOTAL EXPENDITURES	\$ 14,115.00 \$	4,887.21 \$	391,455.00 \$	153,773.03 \$	107,655.00
<i>Ending Operating Fund Balance</i>					
GIS CONSORTIUM - AERIAL PHOTOGRAPHY FUND RESERVE (2026)				\$ 541,297.72 \$	503,642.72
				\$	50,000.00
<i>Unreserved Operating Fund Balance</i>				\$	453,642.72

100000 GIS CONSORTIUM INTERLOCAL INCOME

	2022/2023 APPROVED AMENDED BUDGET	2022/2023 BUDGET ACTUAL	2023/2024 APPROVED AMENDED BUDGET	2023/2024 BUDGET FORECAST	2024/2025 BUDGET
101000 SC911 District	\$ 20,000.00	\$ 40,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
102000 Smith County Appraisal District	\$ 30,000.00	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -
103000 County of Smith TX	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
104000 City of Tyler TX	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00

Total 100000-GIS CONSORTIUM PARTICIPANTS CONTRIBUTIONS \$ 90,000.00 \$ 110,000.00 \$ 60,000.00 \$ 90,000.00 \$ 60,000.00

200000 OTHER INCOME

201000 Non-Member Contributions	\$ -	\$ -	\$ -	\$ -	\$ -
202000 Interest Income -GIS Consortium Account	\$ 1,500.00	\$ 18,128.39	\$ 10,000.00	\$ 27,443.46	\$ 10,000.00
203000 SB 8 Federal Grant Income	\$ -	\$ 139,348.80	\$ 81,539.20	\$ 81,539.20	\$ -
203000 Misc. Income	\$ -	\$ -	\$ -	\$ -	\$ -

Total 200000-Other Income \$ 1,500.00 \$ 157,477.19 \$ 91,539.20 \$ 108,982.66 \$ 10,000.00

TOTAL INCOME \$ 91,500.00 \$ 267,477.19 \$ 151,539.20 \$ 198,982.66 \$ 70,000.00

[illegible]



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. C-A-6

Date: September 11, 2024

Subject: Request that the City Council consider adopting an Ordinance approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division, regarding the Company's 2024 rate review mechanism ("RRM") filing.

Item Reference:

The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2024, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2023, entitled it to additional system-wide revenues of \$196.8 million.

Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to \$182.5 million, \$132.6 million of which would be applicable to ACSC members. After reviewing the filing and conducting discovery, ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be \$149.6 million instead of the claimed \$182.5 million.

After several settlement meetings, the parties have agreed to settle the case for \$164.7 million. This is a reduction of \$32.1 million to the Company's initial request. This includes payment of ACSC's expenses. The Effective Date for new rates is October 1, 2024. ACSC members should take action approving the Resolution/Ordinance before September 30, 2024.

RATE TARIFFS

Atmos generated rate tariffs attached to the Resolution/Ordinance that will generate \$164.7 million in additional revenues. Atmos also prepared a Proof of Revenues supporting the settlement figures. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of \$5.52 on a monthly basis, or 6.84%. The increase for average commercial usage will be \$13.39 or 3.44%. Atmos provided bill impact comparisons containing these figures.

SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on October 1, 2024, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates.

Comparison to Other Mid-Tex Rates (Residential)

Average Bill Compared to RRM Cities

RRM Cities: \$48.19 -

DARR: \$54.30 \$6.11

ATM Cities: \$49.59 \$1.40

Environs: \$49.53 \$1.34

Note: ATM Cities and Environs rates are as filed. Also note that DARR uses a test year ending in September rather than December.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover \$196.8 million in additional system-wide revenues, the RRM settlement at \$164.7 million for ACSC members reflects substantial savings to ACSC cities. Settlement at \$164.7 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution/Ordinance before September 30, 2024. New rates become effective October 1,

2024.

RECOMMENDATION:

Request that the City Council consider adopting an Ordinance approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC" or "Steering Committee") and ATMOS ENERGY CORP., MID-TEX DIVISION ("Atmos MID-TEX" or "Company") regarding the Company's 2024 rate review mechanism ("RRM").

Attachments:

[Atmos Mid-Tex 2024 RRM Ordinance - Settlement 09 11 24](#)

[Attachment 1 CY23 MTX RRM - Tariffs](#)

[Attachment 2 CY23 MTX RRM - Pension Benchmark](#)

[CY23 MTX RRM - Average Bill](#)

Drafted/Recommended By:

Department Leader

Deborah Pullum, City Attorney

Edited/Submitted By:

City Manager

ORDINANCE NO. O-2024-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2024 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of Tyler, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the

Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2024 Atmos Mid-Tex filed its 2024 RRM rate request with ACSC Cities based on a test year ending December 31, 2023; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2024 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$164.7 million on a system-wide basis with an Effective Date of October 1, 2024; and

WHEREAS, ACSC agrees that Atmos plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications.

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

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

PART 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$164.7 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2024 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

PART 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

PART 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$164.7 million on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

PART 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

PART 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of ACSC in processing the Company's 2024 RRM filing.

PART 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

PART 8. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

PART 9. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

PART 10. That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2024.

PART 11. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED, on this 11th day of September, 2024.

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

A T E S T:

APPROVED AS TO FORM:

CASSANDRA BRAGER,
CITY CLERK

DEBORAH G. PULLUM,
CITY ATTORNEY

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 22.95 per month
Rider CEE Surcharge	\$ 0.05 per month ¹
Total Customer Charge	\$ 23.00 per month
Commodity Charge – All <u>Ccf</u>	\$0.58974 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2024.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 81.75 per month
Rider CEE Surcharge	\$ 0.00 per month ¹
Total Customer Charge	\$ 81.75 per month
Commodity Charge – All Ccf	\$ 0.19033 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Presumption of Plant Protection Level

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx-div-plantprotection@atmosenergy.com.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2024.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 200 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 200 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,587.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.6553 per MMBtu
Next 3,500 MMBtu	\$ 0.4799 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.1029 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailement Overpull Fee

Upon notification by Company of an event of curtailement or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailement or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Presumption of Plant Protection Level

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx-div-plantprotection@atmosenergy.com.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,587.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.6553 per MMBtu
Next 3,500 MMBtu	\$ 0.4799 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.1029 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_i = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	9.52	0.1526	88.98	0.7485
Austin	8.87	0.1343	213.30	0.9142
Dallas	12.38	0.2024	185.59	1.0974
Waco	8.71	0.1219	130.62	0.7190
Wichita Falls	10.20	0.1394	117.78	0.6435

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2023

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Supplemental Executive Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark -						
	Fiscal Year 2024 Willis Towers Watson Report as adjusted	\$ 1,402,365	\$ (1,146,665)	\$ 2,186,549	\$ (4,070,086)	\$ 278,107	
2	Allocation Factor	45.93%	45.93%	82.00%	82.00%	100.00%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	\$ 644,172	\$ (526,717)	\$ 1,792,929	\$ (3,337,394)	\$ 278,107	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4)	\$ 644,172	\$ (526,717)	\$ 1,792,929	\$ (3,337,394)	\$ 278,107	\$ (1,148,903)
6							
7	O&M Expense Factor (WP_F-2.3, Ln 2)	81.70%	81.70%	38.85%	38.85%	11.24%	
8							
9	Summary of Costs to Approve:						
10	Total Pension Account Plan	\$ 526,315		\$ 696,536			\$ 1,222,851
11	Total Post-Employment Benefit Plan		\$ (430,349)		\$ (1,296,547)		(1,726,896)
12	Total Supplemental Executive Benefit Plan					\$ 31,256	31,256
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 526,315	\$ (430,349)	\$ 696,536	\$ (1,296,547)	\$ 31,256	\$ (472,789)

**ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2023**

Line No.	Description	Current	Proposed	Change	
				Amount	Percent
	(a)	(b)	(c)	(d)	(e)
1	Rate R @ 42.8 Ccf				
2	Customer charge	\$ 22.25			
3	Consumption charge 42.8 CCF X \$ 0.48567 =	20.79			
4	Rider GCR Part A 42.8 CCF X \$ 0.27958 =	11.97			
5	Rider GCR Part B 42.8 CCF X \$ 0.47494 =	20.33			
6	Subtotal	\$ 75.34			
7	Rider FF & Rider TAX \$ 75.34 X 0.07196 =	5.42			
8	Total	\$ 80.76			
9					
10	Customer charge		\$ 22.95		
11	Consumption charge 42.8 CCF X \$ 0.58974 =		25.24		
12	Rider GCR Part A 42.8 CCF X \$ 0.27958 =		11.97		
13	Rider GCR Part B 42.8 CCF X \$ 0.47494 =		20.33		
14	Subtotal		\$ 80.49		
15	Rider FF & Rider TAX \$ 80.49 X 0.07196 =		5.79		
16	Total		\$ 86.28	\$ 5.52	6.84%
17					

**ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2023**

Line No.	Description	Current	Proposed	Change	
				Amount	Percent
	(a)	(b)	(c)	(d)	(e)
18	<u>Rate C @ 363.6 Ccf</u>				
19	Customer charge	\$ 72.00			
20	Consumption charge 363.6 CCF X \$ 0.18280 =	66.47			
21	Rider GCR Part A 363.6 CCF X \$ 0.27958 =	101.67			
22	Rider GCR Part B 363.6 CCF X \$ 0.33806 =	122.93			
23	Subtotal	\$ 363.07			
24	Rider FF & Rider TAX \$ 363.07 X 0.07196 =	26.13			
25	Total	<u>\$ 389.20</u>			
26					
27	Customer charge		\$ 81.75		
28	Consumption charge 363.6 CCF X \$ 0.19033 =		69.21		
29	Rider GCR Part A 363.6 CCF X \$ 0.27958 =		101.67		
30	Rider GCR Part B 363.6 CCF X \$ 0.33806 =		122.93		
31	Subtotal		\$ 375.56		
32	Rider FF & Rider TAX \$ 375.56 X 0.07196 =		27.03		
33	Total		<u>\$ 402.59</u>	\$ 13.39	3.44%
34					

**ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2023**

Line No.	Description	Current	Proposed	Change	
				Amount	Percent
	(a)	(b)	(c)	(d)	(e)
35	<u>Rate I @ 1335 MMBTU</u>				
36	Customer charge	\$ 1,382.00			
37	Consumption charge 1,335 MMBTU X \$ 0.7484 =	998.94			
38	Consumption charge 0 MMBTU X \$ 0.5963 =	-			
39	Consumption charge 0 MMBTU X \$ 0.2693 =	-			
40	Rider GCR Part A 1,335 MMBTU X \$ 2.7303 =	3,644.33			
41	Rider GCR Part B 1,335 MMBTU X \$ 0.7337 =	979.37			
42	Subtotal	\$ 7,004.64			
43	Rider FF & Rider TAX \$ 7,004.64 X 0.07196 =	504.08			
44	Total	<u>\$ 7,508.72</u>			
45					
46	Customer charge		\$ 1,587.75		
47	Consumption charge 1,335 MMBTU X \$ 0.6553 =		874.67		
48	Consumption charge 0 MMBTU X \$ 0.4799 =		-		
49	Consumption charge 0 MMBTU X \$ 0.1029 =		-		
50	Rider GCR Part A 1,335 MMBTU X \$ 2.7303 =		3,644.33		
51	Rider GCR Part B 1,335 MMBTU X \$ 0.7337 =		979.37		
52	Subtotal		\$ 7,086.12		
53	Rider FF & Rider TAX \$ 7,086.12 X 0.07196 =		509.94		
54	Total		<u>\$ 7,596.06</u>	\$ 87.34	1.16%
55					

**ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2023**

Line No.	Description	Current	Proposed	Change	
				Amount	Percent
	(a)	(b)	(c)	(d)	(e)
56	Rate T @ 4645 MMBTU				
57	Customer charge	\$ 1,382.00			
58	Consumption charge 1,500 MMBTU X \$ 0.5684 =	852.60			
59	Consumption charge 3,145 MMBTU X \$ 0.4163 =	1,309.08			
60	Consumption charge 0 MMBTU X \$ 0.0893 =	-			
61	Rider GCR Part B 4,645 MMBTU X \$ 0.7337 =	3,407.90			
62	Subtotal	\$ 6,951.58			
63	Rider FF & Rider TAX \$ 6,951.58 X 0.07196 =	500.26			
64	Total	<u>\$ 7,451.84</u>			
65					
66	Customer charge		\$ 1,587.75		
67	Consumption charge 1,500 MMBTU X \$ 0.6553 =		982.95		
68	Consumption charge 3,145 MMBTU X \$ 0.4799 =		1,509.08		
69	Consumption charge 0 MMBTU X \$ 0.1029 =		-		
70	Rider GCR Part B 4,645 MMBTU X \$ 0.7337 =		3,407.90		
71	Subtotal		\$ 7,487.68		
72	Rider FF & Rider TAX \$ 7,487.68 X 0.07196 =		538.84		
73	Total		<u>\$ 8,026.52</u>	<u>\$ 574.68</u>	<u>7.71%</u>