CITY COUNCIL AGENDA

Wednesday, December 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:
https://www.facebook.com/CityofTylerTexas/
Wednesday, December 11, 2024
9:00 am

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

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COURTESY RULES

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

INVOCATION

PLEDGE OF ALLEGIANCE

MINUTES

Request that the City Council consider approving the minutes of the regular called meeting of the City Council of the City of Tyler, Texas, held on September 11, 2024, and September 25, 2024.

AWARDS

A-1 Request that the City Council consider recognizing the following employees for their years of service and commitment to the City of Tyler. They represent 95 years of service with the City of Tyler.

Deborah Pullum, City Attorney, 20 years of service
Robert Hassell, Lake Supervisor, 20 years of service
Patrisha McKee, Deputy Court Clerk, 20 years of service
Steven Kean, Deputy City Attorney, 35 years of service

A-2 Request that the City Council consider accepting the Bergfeld Park Texas Chapter of the American Planning Association Great Places in Texas 2024 Designee for a Public Space Award.

ZONING

Z-1 PD24-028 SOUTHEAST TEXAS CLASSIC REAL ESTATE, INC. (2650 WEST SOUTHWEST LOOP 323)
Request that the City Council consider adoption of an Ordinance approving a zone change from 'C-2', General Commercial District and 'M-1', Light Industrial District to 'PCD', Planned Commercial District with a final site plan.

Z-2 S24-009 AAMINA CORPORATION (712 WEST HOUSTON STREET)
Request that the City Council consider adoption of an Ordinance approving a Special Use Permit to allow for a Tobacco/Vape/Smoke Store for a one-year period of time.

Z-3 Z24-036 BLAS MURILLO (1523 WEST LOLLAR STREET)
Request that the City Council consider adoption of an Ordinance approving a zone change from 'R-MF', Multi-Family Residential District to 'R-1D', Single-Family Detached and Attached Residential District.

Z-4 Z24-037 HOLLYWOOD THEATRES, INC (1250 SOUTH SOUTHWEST LOOP 323)
Request that the City Council consider adoption of an Ordinance approving a zone change from 'M-1', Light Industrial District to 'C-2', General Commercial District.

Z-5 PD24-029 KNAKEDODGE CAPITAL, LLC (6450 OAK HILL BOULEVARD)
Request that the City Council consider adoption of an Ordinance approving a 'PMF', Planned Multi-Family District final site plan amendment.

Z-6 PD24-031 SHACKLEFORD CREEK LAND COMPANY LLC (986, 989, 990, 994, 995, 998, 999, 1002, 1003, 1006, 1007, 1010, 1042, 1046, 1060, 1064, 1068, 1072, AND 1076 MARSH FARM ROAD)
Request that the City Council consider adoption of an Ordinance approving a zone change from 'R-1A', Single-Family Residential District to 'PUR', Planned Unit Residential District with a site narrative.

Z-7 PD24-033 MAJESTY EVENT CENTER (900 WEST BOW STREET)
Request that the City Council consider adoption of an Ordinance approving a zone change from 'M-1', Light Industrial District to 'PMXD-1', Planned Mixed-Use District 1 with a site narrative.

RESOLUTION

R-1 Request that the City Council consider adopting a Resolution authorizing the City Manager to execute a Local On-System Agreement (LOSA) with the Texas Department of Transportation (TXDOT) for the 2024 Pedestrian Access Improvement Project.

ORDINANCE

O-1 Request that the City Council consider adopting an Ordinance amending the Fiscal Year 2024-2025 Budget to provide funding to complete various construction projects, motor vehicle purchases, and other purchases not completed by September 30, 2024, as anticipated.

MISCELLANEOUS

M-1 Request that the City Council consider authorizing the City Manager to execute a Capital Improvements Project contract in the amount of $5,941,570.00 with Insituform Technologies, LLC for the Greenbriar Force Main Sliplining Project (Buyboard Contract #730-24) and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

M-2 Request that the City Council consider authorizing the City Manager to execute a contract with Reynolds and Kay, LTD., for the construction of the 2025 Asphalt Enhancement Project in the amount of $3,706,950.84.

M-3 Request that the City Council consider awarding the Medical and Pharmacy Stop-Loss contract to Voya for the calendar year starting January 1, 2025.

CONSENT

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

C-A-1 Request that the City Council consider declaring Lot 11A Block: 249A surplus property and authorize the City Manager to dispose of this property.

C-A-2 Request that the City Council consider declaring tracts 4.2 and 22 on C R 1185 surplus property and authorize the City Manager to dispose of this property.

C-A-3 Request that the City Council consider authorizing the City Manager to ratify an expenditure in the amount of $132,692.90 for the Mandated Annual Water Quality Assessment Fee to the Texas Commission on Environmental Quality.

C-A-4 Request that the City Council consider adopting a Resolution casting votes to elect candidates to serve as members of the Smith County Appraisal District Board of Directors.

C-A-5 Request that the City Council consider ratifying the expenditure of $90,743.10, for the mandated Public Water System Fee to the Texas Commission on Environmental Quality.

C-A-6 Request that the City Council consider authorizing the City Manager to execute a new Lease Agreement with the United States Government for TSA lease space in the Tyler Pounds Regional Airport Terminal Building

C-A-7 Request that the City Council consider authorizing the City Manager to execute Amendment No. 1 to Work Order No. 3 to KSA Engineers, Inc., to add basic services, including design, bidding, construction administration, and closeout phase services for the engineering services for the Passenger Boarding Bridge Replacement project for an increase from $33,254.00 to $213,260.55 ($+180,006.55) at Tyler Pounds Regional Airport.

C-A-8 Request that the City Council consider authorizing the City Manager to execute a five-year agreement with Granicus, which is a Texas Department of Information Resources (DIR) vendor under DIR-TSO-3631, 3948 and 3149, for the Service Cloud Advanced solution, including website hosting and service requests management software. The total agreement cost on all the software listed is $1,328,543.44. Funds are allocated in PEG fund.

CITY MANAGER'S REPORT

ADJOURNMENT

MINUTES OF THE REGULAR CALLED MEETING OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS
September 11, 2024

A regular called meeting of the City Council of the City of Tyler, Texas, was held Wednesday, September 11, 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
	Petra Hawkins (absent)
	James Wynne
	Lloyd Nichols
City Manager:	Edward Broussard
Deputy City Manager:	Stephanie Franklin
Asst. City Manager:	Heather Nick
City Attorney:	Deborah G. Pullum
Deputy City Attorney:	Steve Kean
Senior Asst. City Attorney:	Alesha Buckner
Director of Organizational Development:	Regina Y. Moss
Main Street Director:	Amber Varona
Planning Director:	Kyle Kingma
Chief Financial Officer:	Keidric Trimble
Chief Information Officer:	Benny Yazdanpanahi
City Fire Chief:	David Coble
City Librarian:	Ashley Taylor
Police Chief:	Jimmy Toler
City Engineer:	Darin Jennings
Director of Utilities:	Kate Dietz
Director of Parks & Recreation:	Leanne Robinette
Director of Solid Waste, Transit:	Leroy Sparrow
Transit Manager:	Russ Jackson
Strategic Planner:	Blake Cathey
City Clerk:	Cassandra Brager

INVOCATION

The Invocation was given by Councilmember Wynne.

MINUTES

Motion by Councilmember Wynne to approve the July 17th and July 24, 2024 minutes; seconded by Councilmember McKellar; motion carried 6 - 0 & approved as presented.

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. (**R-2024-39**)

Michael Tolbert, - Stated that he was here to request that R-1 be tabled and require the City of Tyler Water and Utilities Department to negotiate in good faith and make a bona fide offer. The City Council is obligated to represent the citizens and hold the government accountable. The City has broad discretion and no obligation to respect the interests of private property owners. The only thing required by the Fifth Amendment of the U.S. Constitution is that they pay just compensation. He shared a copy of a document that talks about the valuation of the easements. There are two different documents, and on page 4D of the first document, there's an easement evaluation matrix. And if you look down in the 6th row, it talks about 11 to 25 percent percentage of the fee for all rights, water, or sewer lines. For easements that have a more severe impact on the surface, they're higher, ranging anywhere from 26 percent up to 100 percent. So that's the first document. That was written by Donald Sherwood. His designations are there. He's an M.A.I. The second document also talks about easement valuations that were written by Donald Sherwood. And that chart that you saw on the first document is also included on the fourth page of the second document and that is actually called the Sherwood Matrix. It gives a good guide for determining the value and how an easement affects the value of the property. So, there are those for your review reference. What he has next is basically a timeline of events. He first learned about this easement in March of 2022. He happened to be on his property and saw surveyors on the property. He went to ask them what they were working on. And the surveyor had a map, and he allowed him to take a picture of the map.

Councilmember McKellar- Stated that she did not have the second page that Mr. Tolbert had mentioned. Page 4 is missing from my document.

Mayor Warren: Asked Debra if she could explain the procedure from this point going forward, what occurs?

City Attorney, Deborah Pullum- Stated in regards to eminent domain for local governments, we do an initial contact with the owners of property generally to land agents. I know that the City of Tyler acquires property using appraisals. And you can do it several different ways, but based on what the local government requirements are, appraising is the best process for the government to go out and determine the value. So that's what the City of Tyler does. And I don't even anticipate not getting an appraisal. And that's the only way. Following the appraisal, we follow all of the requirements of the statute, which contact the property owner and try to do negotiations with them. But if we can't reach a reasonable settlement based on the appraisal, then we have to come to the City Council in order to determine whether there is a desire to proceed with eminent

domain proceedings. And that's what this is. The Council will have the opportunity to hear from both sides. If you do decide to report within the domain, we would have to go on that and then the process will move forward through the courts.

Mayor Warren- Asked, "So, who determines the final amount? The appraisal, or is there another process for the final amount?"

City Attorney, Deborah Pullum- Stated that if you cannot get a settlement, it could go to the courts. There's a process where the court will appoint a committee to handle the first part of that process. There are several parts of the process. If the settlement, after the first part, is accepted, then there's not a second or a process to try. But there could be a second part. It's really kind of different as you go through it.

Mayor Pro Tem Hene – Stated that the court will appoint three special Commissioners, and then they have a condemnation hearing. And both sides get to present what they believe the value is of the property. And then the commissioners set that valuation. And if one side's not happy with it, then they can appeal it, and then it becomes a judicial proceeding. But he'll have this opportunity to present valuation and argument about what the value should be at the special commissioners hearing if we vote to proceed with it.

Councilmember McKellar: Asked Mr. Tolbert, so your issue this morning is that you don't think they're giving you enough funds for the property.

Michael Tolbert: Stated, "No, that's not the issue."

Councilmember McKellar- Asked, "Okay, what is the issue?"

Michael Tolbert- Stated that the issue is that they have not negotiated in good faith. And if you'll allow him to just show a couple of items on the appraisal, he can support that.

Mayor Warren- Stated go ahead.

Michael Tolbert- Stated that he showed the timeline just to show that the City was aware of this process back in March of 2022. As he mentioned before, they resisted sharing any information with him. He knows they went to the Attorney General to avoid sharing information. So finally, and he thinks it was November of last year, they contacted him, and they started the process. If you go into the document, let's see. The appraisal.

Mayor Warren- Stated we will give you a little time, but we're not going to read a book.

Michael Tolbert- Stated, okay. I'll just hit a couple of highlights. They valued it at $143,000, $2.20 per square foot. However, he valued the entire easement at the 25% reduction when a portion of it is in the interior of the property and should be in the 75% to 100% range. So, the basis for their offer is invalid because it has invalid information.

Mayor Warren- Stated, but it doesn't sound like we are the ones that are going to be determining the prices.

Michael Tolbert- Stated that all he was asking is to table this to compel the City to negotiate in good faith. Look at the errors in their appraisal and negotiate in good faith.

City Manager, Edward Broussard – Stated that any opportunities for errors that he may believe that are there or arguments against the appraiser that we've done for his own appraisal that he wants to bring from a certified appraiser to that is done, yes, through that court proceedings. I think Tiffany and Kate want to talk a little bit more kind of about just the process as per how we have kind of worked on this to kind of give clarity to it. Because Council knows that you all have done something similar with another condemnation recently that went through and that property was able to kind of be worked out through the system that the state has established. And so, we, especially on the consent decree work, this is kind of something that pops up now occasionally. I think Tiffany and Kate may want to have some quick questions.

Councilmember Wynne – Asked Mr. Tolbert if he sought his own appraisal from a certified appraiser for the valuation of the property?

Michael Tolbert- Stated, "No, I mean, I did get an estimate on it, and it was a couple of thousand dollars, and we're only talking about, you know, certified appraiser. But I can see the obvious errors and now I am, you know, experienced with real estate."

Tiffany Currie, Tyler Water Utilities – Stated that she wanted to clarify that this is for the Consent Decree capacity group two work that they been working on. Mr. Tolbert has reached out on a few occasions with public records requests, and they have responded to each of those requests with all of the information that was available at the time. The earlier requests were during preliminary design. They didn't have the alignment finalized at that time. As soon as the alignment was finalized, they have shared the alignment with him. They've shared the general engineering design and thought process behind our alignment. Dixon Services has been the primary point of contact. But Tiffany has personally invited Mr. Tolbert to meet with her so that she could explain the design face to face, and why they are locating the line where it's at and what they perceive as the impact to this property. That it does not diminish the value of the property. It actually enhances the value because there will now be a private, a lateral line across the entire front of the

property, which makes it more developable. But she has offered to meet multiple times face to face so that they could kind of hash that out a little bit more, and those offers have not been accepted.

Motion by Councilmember Wynne; seconded by Mayor Pro Tem Hene; motion carried 6 - 0 & approved as presented.

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-2024-83)**

City Manager, Edward Broussard – Gave a brief update to complete the final steps in the budget and tax rate adoption process.

Mayor opened the public hearing at 9:19 am with the following coming forward to speak.

Bob Brewer, 1800 DeCharles – Stated that he came here today on the training facility that we're going to have with the object that we all become better trained. He opposes a training facility that doesn't teach first law.

Mayor Warren closed the public hearing at 9:23 am, and no one else came forward to speak.

Motion by Councilmember Curtis made the motion 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; seconded by Councilmember McKellar; motion carried 6 - 0 & approved as presented.

Mayor Pro Tem Hene - Aye
Councilmember McKellar - Aye
Councilmember Wynne - Aye
Councilmember Nichols - Aye
Councilmember Curtis - Aye
Mayor Warren - Aye

Motion by Councilmember McKellar to ratify the property tax increase reflected in the fiscal year 2024-2025 budget; seconded by Councilmember Wynne; motion carried 6 - 0 & approved as presented.

Mayor Pro Tem Hene - Aye
Councilmember McKellar - Aye
Councilmember Wynne - Aye
Councilmember Nichols - Aye
Councilmember Curtis - Aye
Mayor Warren - Aye

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-2024-84)**

Mayor Warren opened up the public hearing at 9:25:25 am.
Mayor Warren closed the public hearing at 9:25:30 with no one coming forward to speak.

Motion by Councilmember Wynne to approve the property tax rate be increased by the adoption of a tax rate of $0.240085, which is effectively a 3.5% percent increase in the tax rate; seconded by Councilmember McKellar; motion carried 6 - 0 & approved as presented.

Mayor Pro Tem Hene - Aye
Councilmember McKellar - Aye
Councilmember Wynne - Aye
Councilmember Nichols - Aye
Councilmember Curtis - Aye
Mayor Warren - Aye

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. **(O-2024-85)**

Mayor Warren opened up the public hearing at 9:26:55 am
Mayor Warren closed the public hearing at 9:27:01 am with no one coming forward to speak.

Motion by Councilmember Nichols; seconded by Councilmember Curtis; motion carried 6 - 0 & approved as presented.

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. **(R-2024-40)**

Motion by Councilmember Curtis; seconded by Mayor Pro Tem Hene; motion carried 6 - 0 & approved as presented.

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.

Motion by Councilmember Curtis; seconded by Mayor Pro Tem Hene; motion carried 6 - 0 & approved as presented.

BOARD APPOINTMENTS

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

Motion by Councilmember Nichols to appoint the slate of members presented; seconded by Councilmember Curtis; motion carried 6 - 0 & approved as presented.

CONSENT

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

C-A-1 Request that the City Council consider authorizing the City Manager to approve the 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. **(O-2024-86)**

Motion by Councilmember Curtis to approve the entire consent items as written; seconded by Councilmember McKellar; motion carried 6 - 0 & approved as presented.

CITY MANAGER'S REPORT

1. Ashley Taylor is back there, so I want to brag about something that has been done at the Library. Our Tyler Public Library staff have been working towards improving access to and preserve preservation of historical information through digitization. One such project includes reviewing and digitizing the map collections and other larger documents within the local and family history section. Our reference associate, T.J. Rankin, took on this project and maps and other documents. One such map includes a map of the 1856 depicting the original town of Tyler. To date, T.J.'s project has scanned 1,642 documents. T.J.'s done a tremendous job overseeing this project by ensuring a thorough review of each piece within our collection and taking careful time and consideration selecting what materials are being scanned. The City Librarian Ashley Taylor assesses the final review of items not chosen for digitization. So, a big thank you and kudos to T.J. for seeing this project through and preserving our history.
2. So, a couple of other items. The East Texas State Fair is about to open soon, and we've had a recent meeting with the Tyler ISD, the East Texas State Fair representatives, and the Smith County Sheriff's Department to talk about just kind of the proximity to Dixie Elementary and how the traffic flow is going to work and what protections there were to make sure for Dixie Elementary with the Fair being there across the street from them, how that was going to happen. The East Texas State Fair is doing a great job this year in terms of traffic coordination, reviews, and background checks on the people who come in to help operate the fair and carnivals. They were also able to work with Tyler ISD on any concerns they may have. The Fair won't be open during the daytime hours on that Monday through Thursday, so that'll help a lot with easing traffic over there as well. And then on Fridays, most of the time the Fair will be open. The largest amount of operations will be after school hours. So, we're looking forward to being able to work well together for this year.
3. And then finally, our own Tyler Mayor, Don Warren, and Longview's Mayor are holding a friendly peanut butter competition this month as part of the Hunger Action Month. This is to help fill the shelves of our pantries here in both Tyler and Longview. But we know that the City of Tyler will once again dominate over Longview and destroy them. You know, there is no destroying it from a friendly competition. Jars will be collected this month through September 27th at the East Texas Food Bank. Barrels will be available at Brookshire's, Super One Foods and Fresh locations of Tyler and Longview. Donors can also buy jars of peanut butter online at EastTexasFoodBank.org. As the Mayor has stated, life can get sticky, and sometimes you need a

helping hand. Let's support each other as East Texans and spread generosity as smoothly as we spread peanut butter.

Mayor Warren- Thank you for the plug, and I will let you all know that at Brookshire's, there's actually a sale on Skippy peanut butter, you buy one, you get another for a penny. So, I do expect my friends and colleagues to go out and purchase peanut butter.

Councilmember Nichols- Asked, "Where do you bring them?"

MAYOR WARREN- Stated there are 12 grocery stores in Tyler and Longview. You'll be able to put the peanut butter in the East Texas Food Bank barrels. All the peanut butter is going to the Food Bank, so thank you all in advance for helping Tyler win. All right, anything else for the City Manager?

Councilmember McKellar- Stated, first, I don't want to embarrass her, but I want to make note, and I want the Council to know about the great work that Ms. Cassy, our City Clerk, is doing, and I call on her all the time, and usually it's on the weekends or on holidays, and she has a selfless service. She just jumps right in there and makes things happen for me, so I want the Council to know that. So, I want to say openly thank you to our City Clerk. She's right in there. And I'm so sorry I have to call you so much after hours, but I appreciate your support. The great work that you do. I also want to make mention that we have 500 Top Ladies of Distinction in our city. I want to thank our Police Chief and his staff for helping us to maneuver throughout the City. Thank you, Chief. We had about four officers that helped us all around Tyler, so the hospitality was amazing. And so, thank you, thank you, thank you, for a great weekend. And thank you, Mr. Mayor.

ADJOURNMENT

Motion by Councilmember Nichols to adjourn the meeting at 9:42 am; seconded by Councilmember McKellar; motion carried 6 - 0 & meeting adjourned.

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

A T T E S T:

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CASSANDRA BRAGER, CITY CLERK

Exhibit "A" 2024 09 11
BOARDS AND COMMISSION RECOMMENDATION LIST

Yellow highlight and * denotes that the applicant is already serving on the board and would like to be reappointed.
Teal means that City Council has recommended this member in addition to the highlighted reappointed members.

Airport Advisory Board – 7 total members
Appoint a Chair- Jerry Irwin
Board Attendance Form Number of positions to fill 3

1st Choice

*C. Perry Marshall
*Jerry Irwin (Chair currently)
*Bryan Matus
Robert Spivey – can continue to serve on the Traffic board
John Barber
Peggy Black
David Stewart
Alex De Ravel
Clark Hampe

2nd Choice
Ronald Shultz
Andy Krouse
John Taylor III

Zoning Board of Adjustment- 7 total members with 2 alternates
Appoint a Chair – Lawrence Levin
Board Attendance Form Number of positions to fill 6

1st Choice
*Jason Trimble
*Timothy Hunt
*Brent Brevard
Stephen Dinger
Andy Krouse-Alternate
Corey Guidry-Alternate

Civil Service Commission - 3 total members
Board Attendance Form Number of positions to fill - 1

1st Choice
*Patrick Woods
James Ledet

2nd Choice
Chris Moore

Historical Preservation Board – 9 total members
Appoint a Chair – Claudia Carroll
Board Attendance Form Number of positions to fill - 4
Leave a space for an Attorney to fill
1st Choice
*Don Garrett
*Carrie Caton Smith
Paige Engel
Denice Smith
Alex de Ravel

Andy Bergfeld-Heart of Tyler
Amanda Herterich – Historical Tyler
Henry Bell – Smith County Historical Society

2nd Choice
Jon Sanders

Library Board – 7 total members
Need to appoint a Chair – Toni Ferrell
Board Attendance Form Number of positions to fill - 2

1st Choice
*Glenda Malone
*Toni Ferrell (Current chair)
Ronald Shultz
Jon Sanders

2nd Choice
Alondra Rosales
Jamie Mims (already on NRB)
Amara Emenike
Jamie Cooper

Keep Tyler Beautiful Board – 11 total members
Board Attendance Form Number of positions to fill - 5

1st Choice
*Hawley Towns
*Steven Simmons
Alondra Rosales - Recommendation
Jamie Cooper - Recommendation

Trey Poppell – Recommendation
Sherry Woods
Shwana Flowers
Eleanor Johnson

2nd Choice
Mechele Mills
Jeannette Knight

Neighborhood Revitalization Board 5 total members
Appoint a Chair – Jamie Mims
Board Attendance Form Number of positions to fill 4

1st Choice
*Dorinda Henderson-Williams
*Jamie Mims (Current Chair)
Keenan Caldwell

2nd Choice
Shwana Flowers
Shonda Marsh
Denice Smith

Tyler Parks Board – 9 total members
Board Attendance Form Number of positions to fill- 2

1st Choice
Christi Khalaf- Recommendation
Shwana Flowers
Jamie Mims (already on NRB)
John Taylor III

2nd Choice
Sherry Woods- Recommendation
LaShanda McGee
Clay Luttrell
Hawley Towns

Planning and Zoning Commission – 7 total members
Appoint a Chair – David Hudson
Board Attendance Form Number of positions to fill - 3

1st Choice
*David Hudson
*Clint Childs
James Volberding – can continue to serve on the Traffic board

Anwar Khalifa
Russell Patterson

2nd Choice
Aaron Paul
Peggy Black
Roy Martinez - Recommendation

Northeast Texas Public Health District Board – 9 total members
Board Attendance Form Number of positions to fill - 1

1st Choice
Jeremy Butler
LaShanda McGee
Amara Emenike

2nd Choice
Bryan Matus
Shonda Marsh

Traffic Safety Board – 7 total members
Board Attendance Form Number of positions to fill- 4

1st Choice
*Dustin Wilson
*Matthew Vechione
Matthew Scheusner
Cody Baker

2nd Choice
Robert Ogden
James Volberding
Robert Spivey
James Ledet

Half Cent Sales Tax Board
1st Choice
Martin Heines
Broderick McGee
Eleno Licea
John Nix
Roy Martinez
Clay Luttrell

2nd Choice
Stephen Dinger

Dorinda Henderson-Williams

Boards that still need to be filled later

Animal Care Advisory Board – 7 total members
Board Attendance Form Number of positions to fill - 5

1st Choice
Jeannette Knight

2nd Choice
Eleanor Johnson

Construction Board of Adjustments and Appeals -7 total members
Appoint a Chair – David Socia
Board Attendance Form Number of positions to fill 7

1st Choice
David Socia
Max Slicker
Jion Dietz
John McKinney
Alfred Fred Pate
Chris Moore
Aaron Paul

2nd Choice
Timothy Hunt (ZBA)
Brent Brevard (ZBA)
Anwar Khalifa
Corey Guidry
Latonia Gaston

Disability Issues Review Board – 7 total members
Appoint a Chair
Board Attendance Form Number of positions to fill 7

1st Choice
Robert Ogden

2nd Choice
Jamie Mims (already on NRB)

Historical Preservation Board
Need an Attorney

MINUTES OF THE REGULAR CALLED MEETING OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS
September 25, 2024

A regular called meeting of the City Council of the City of Tyler, Texas, was held Wednesday, September 25, 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
	Petra Hawkins
	James Wynne
	Lloyd Nichols
City Manager:	Edward Broussard
Deputy City Manager:	Stephanie Franklin
City Attorney:	Deborah G. Pullum
Deputy City Attorney:	Steve Kean
Director of Organizational Development:	Regina Y. Moss
Planning Director:	Kyle Kingma
Chief Financial Officer:	Keidric Trimble
City Fire Chief:	David Coble
Compliance Engineer:	Paul Neuhaus
Police Chief:	Jimmy Toler
City Engineer:	Darin Jennings
Director of Utilities:	Kate Dietz
Director of Parks & Recreation:	Leanne Robinette
Director of Solid Waste, Transit:	Leroy Sparrow
Tyler Water Utilities:	Tiffany Currie
Transit Manager:	Russ Jackson
Senior Management Analyst:	Blake Cathey
City Clerk:	Cassandra Brager

INVOCATION

The Invocation was given by Mark Donaldson, Executive Pastor at Marvin Methodist Church

MINUTES

Motion by Councilmember Wynne to approve the August 14, 2024 minutes; seconded by Councilmember Curtis; motion carried 7 – 0 & approved as presented.

AWARDS

A-1 Request that the City Council consider recognizing the following employees for their years of service and commitment to the City of Tyler. They represent 125 years of service with the City of Tyler.

Cassandra Brager, City Clerk, 25 years of service
George Bostock, Firefighter XIII, 25 years of service
Ronald Bogenschutz, Fire Captain IV, 25 years of service
Gregory Allen, Fire Driver Engineer IV, 25 years of service
Keith Tate, Firefighter XIII, 25 years of service

ZONING

Z-1 PD24-017 BELLWOOD 323 2019, LP (800 BELLWOOD GOLF CLUB ROAD, 4698, 4799, AND 5202 BELLWOOD ROAD, 1471, 1531, 1555, 1565, 1575, 1669, 1699, 1753, 1757, 1781, 1801, 1839, 1847, AND 1873 SOUTH SOUTHWEST LOOP 323, AND 3752 AND 3753 EARL CAMPBELL PARKWAY)
Request that the City Council consider adoption of an Ordinance approving a 'PCD', Planned Commercial District final site plan amendment. **(O-2024-87)**

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

Z-2 PD24-018 BELLWOOD 323 2019, LP (800 BELLWOOD GOLF CLUB ROAD, 4698, 4799, AND 5202 BELLWOOD ROAD, 1471, 1531, 1555, 1565, 1575, 1669, 1699, 1753, 1757, 1781, 1801, 1839, 1847, AND 1873 SOUTH SOUTHWEST LOOP 323, AND 3752 AND 3753 EARL CAMPBELL PARKWAY)
Request that the City Council consider adoption of an Ordinance approving a 'PCD', Planned Commercial District final site plan amendment. **(O-2024-88)**

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

Z-3 PD24-019 BELLWOOD 323 2019, LP (1471, 1555, 1565, 1575, 1669, 1699, 1753, 1781, 1801, 1839, AND 1873 SOUTH SOUTHWEST LOOP 323 AND 3753 EARL CAMPBELL PARKWAY)
Request that the City Council consider adoption of an Ordinance approving a 'PCD', Planned Commercial District final site plan amendment. **(O-2024-89)**

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

Z-4 Z24-028 GENECOV WEST MUD CREEK LLC (1227 WILDER WAY AND 8702, 8703, 8708, 8709, 8714, 8810, 8811, 8815, AND 8817 WILDER TRAIL)
Request that the City Council consider adoption of an Ordinance approving a zone change from 'AG', Agricultural District to 'R-1A', Single-Family Residential District. **(O-2024-90)**

Jimmy Negem, 1308 Cumberland Road – Stated that he did not have a problem, with the rezoning from AG to R1A, but what he does have a problem with is the Genecov group constructing a road just to the north of my property that connects to Wilder Trail. The road they would construct would probably be in that first east lot, and what their intention is, is to connect that road that would be connected to Wilder Trail in subdivision unit number four to their 330 acres to the east that fronts Paluxy and Cumberland Road. He has a problem with the construction of the road, not the rezone from AG to R-1A. The reason he has a problem with the construction of the road, among other reasons, is number one, it would inundate Wilder Trail with traffic from the 330 acres that they own. But the main reason he has a problem with the construction of the road is that he and Mr. Wilder were involved in some protracted litigation that lasted about eight or nine years, and he did not want to belabor Council with the details of that, other than to say, arising out of that litigation, Mr. Wilder entered into a settlement agreement with him and his wife, specifically agreeing that he would never construct a road in subdivision unit number four

and connect it to Wilder Trail for obvious reasons. Now, he understands that that's not before Council today, and neither is the platting of the road, nor the construction of the road, but he felt he would be remiss if he did not bring that up today just to let the Council know about that written agreement that they have.

Jim VanDeventer, 828 Colonial Drive, Tyler, Tx – Stated that he understands that City Council is not a court of law, okay, but all of y'all have bought real property in some way, shape, or form. And usually, whether it's a house, whether it's a commercial building, whether it's a potential development, you get a title insurance commitment which delineates on Schedule B all the items that affect that property. That could be restrictions, that could be easements, that could be mineral reservations. And the reason that those are there is they were filed for record to affect that property. The issue in this case, of course, he represents Genecov of West Mud Creek. He also represents Genecov of West Mud Creek on this particular development. And when you represent somebody in a potential development, you pick that thing apart because you're going to build something on it. You don't want to build on top of a gas pipeline. So, you do everything you can to make sure it's fit to be built on. This settlement agreement was never filed for record. When they had their lawsuit, they did not file the appendix. They didn't file the memorandum of the settlement agreement. They did not file the settlement agreement itself. That is known as constructive notice when it's filed for record. The other notice is actual notice when somebody just tells you something. Nobody has said anything to Genecov about this settlement agreement. The first thing they found out about the settlement agreement was about two weeks ago from Mr. Negem, which they had already bought the property and paid good money for. Therefore, it's my opinion they are not bound by the settlement agreement. Okay, whether you want to go with Mr. Negem on this or whether you want to side with me, as he mentioned, it's really totally irrelevant. We're here to discuss a zoning issue. Wilder Way Unit 4 was platted, he thinks, in 2003. Ten lots with Wilder Trail going right up through the middle. That's the exact same subdivision they have right now. Genecov is not asking for approval of a new road. Obviously, if you're going to do a new road, you've got to have engineering, you've got to have studies. You've got to make sure it's going to work for the situation, and that's for another day. So, he believes that this zoning measure should be passed. And if there's going to be a discussion about a possible road, then that's for another day.

Trey Brewer, 1350 Dominion Plaza – Stated like you've heard, our intention is to rezone Wilder Trail, to R-1A. Our intention is to build larger lots, similar to what you see in Holly Tree and Legacy Bend. We'll have restrictions on it, restricting homes to greater than 3,000 square feet, similar restrictions that we have in Legacy Bend. We want to do a nice first-class job. So that's their intentions. We're happy, glad to be part of Tyler's growing, and we're happy to be part of that growth. So that's all I've got.

Mayor Warren- Stated it's been well said by all three gentlemen, that we are not a Court of Law. And we are here on a zoning item. A settlement agreement or a road is a discussion for another day with another group of people, evidently. So, if we can just kind of stick to the agenda item, which is a zoning item, I'll entertain discussion or a motion.

Councilmember Curtis- Stated that he appreciates Mr. Negem being here and understands his concern, but he agrees with the Mayor that all we're really talking about today is a zoning change. So, with that, Councilmember Curtis moved to approve Z-4.

Motion by Councilmember Curtis; seconded by Councilmember Nichols; motion carried 7 – 0 & approved as presented.

ORDINANCE

O-1 Request that the City Council consider adoption of an Ordinance amending the Fiscal Year 2023 -2024 Budget for various grants that were awarded during the fiscal year, purchases of vehicles and other services that were not completed in prior fiscal years, and to transfer operational savings to fund capital projects. **(O-2024-91)**

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

MISCELLANEOUS

M-1 Request that the City Council consider authorizing the City Manager to enter into an agreement with Northchase Development LLC to reimburse costs (not to exceed $900,000) associated with East Maple Estates Unit 1 infrastructure improvements in conjunction with the adopted TIRZ #3 Project and Financing Plan.

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

M-2 Request that the City Council consider authorizing the City Manager to execute a construction contract in the amount of $497,233.68 with Superior Equipment Solutions, LLC, for the Decommissioning of Wells 2, 4, and 5 Project and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt. (Item pulled)

M-3 Request that the City Council consider authorizing the City Manager to execute a professional services contract in the amount of $1,750,000.00, with HDR, Inc., for the Lake Palestine Water Treatment Plant Taste and Odor Study Phase 2 project and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt. **(R-2024-41)**

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

M-4 Request that the City Council consider authorizing the City Manager to execute an Engineering Services Contract, in an amount not to exceed $903,000, with Langan Engineering and Environmental Services, Inc. for the Consent Decree Group 7 Remedial Measures Implementation.

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

M-5 Request that the City Council consider authorizing the City Manager to enter into a contract with McGriff Insurance Services (McGriff) for Property and Casualty Insurance in the amount of $1,408,848, Hibbs Hallmark and Company for Cyber Insurance for $35,864, Innovative Risk Management for Third Party Claim Administration for $43,410 and Bosworth and Associates for the purchase of Special Events Liability Insurance with a deposit premium of $2,000 for Fiscal Year 2024-

2025 as the second of two (2) one-year renewal options authorized September 28, 2022.

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

M-6 Request that the City Council consider authorizing the City Manager to enter into a contract with Hibbs Hallmark and Company for Excess Workers' Compensation Insurance in the amount of $143,926 and Claims Administrative Services for Third Party Claim Administration in the amount of $53,160 for Fiscal Year 2024-2025 as the second of two (2) one-year renewal options authorized September 28, 2022.

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

CONSENT

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

C-A-1 Request that the City Council consider authorizing the application for and the acceptance of a Texas Department of Transportation (TxDOT) Grant for Urban State Funds to use for Tyler Transit in the amount of $405,774. **(R-2024-42)**

C-A-2 Request that the City Council consider renewing the Annual Price Agreement for Fuel per Bid 21-027 to Mansfield Service Partners of Tyler, Texas (previously known as O'Rourke Petroleum) from October 1, 2024, through September 30, 2025.

C-A-3 Request that the City Council consider authorizing the City Manager to execute the Reconciliation Change Order with Capps -Capco Construction, Inc., for the Cascades Unit 4 & 703 Loftin St Drainage project, Bid No. 24-005, increasing the approved contract amount by $8,671.00 (5.2%), from $168,193.00 to $176,864.00.

C-A-4 Request that the City Council consider authorizing the City Manager to approve the final release of retainage in the amount of $23,136.31 to Donelson Construction Company, LLC, for the construction of the 2024 Tyler Pressure Pave Project.

C-A-5 Request that the City Council consider authorizing the City Manager to execute the Reconciliation Change Order with Platinum Paving, LLC for the Off-System (Non-TxDOT) Crossings 01 project, Bid No. 23-046, decreasing the approved contract amount by $2,236.58 (-0.22%), from $1,234,542.48 to $1,232,305.90.

C-A-6 Request that the City Council consider authorizing the City Manager to execute and add Work Order #01 to the Master Services Agreement with Elledge Engineering Corp. for the design and construction phase services, as they relate to the Stormwater Repair Projects 2025 for $112,000.00.

C-A-7 Request that the City Council consider authorizing the City Manager to approve the reconciliation change order and release the retainage in the amount of $41,652.74 to True Roads Construction, LLC, for the construction of the Numerous Drainage Improvements Project.

C-A-8 Request that the City Council consider authorizing the City Manager to purchase one (1) new Freightliner chassis with a Vactor sewer body through Tips Contract #230802 from Doggett Truck Centers for $489,052.50.

C-A-9 Request that the City Council consider authorizing the City Manager to purchase one (1) Elgin Crosswind Street Sweeper from Kinloch Equipment through Sourcewell Contract 093021-ELG as part of the Fleet Replacement Program for FY2025 in the amount of $451,002.00 per unit.

C-A-10 Request that the City Council consider authorizing the City Manager to approve the agreements with various cooperative groups, whereby the City of Tyler can take full advantage of purchasing any and all items available through the cooperatives and to award the purchase of office supplies, furniture and copy paper, by utilizing multiple contracts, to Ables-Land Inc. through FirstChoice Coop, ODP Business Solutions through OMNIA, Staples through Sourcewell and purchase products from Amazon through the OMNIA coop for the fiscal year, October 1, 2024, thru September 30, 2025.

C-A-11 Request that the City Council consider authorizing the City Manager to award the various annual price agreements to the vendors listed for DI Fittings, DI Pipe, Water Meter Boxes / Lids, and Water and Sewer New Install and Repair Products for the fiscal year beginning October 1, 2024.

C-A-12 Request that the City Council consider authorizing the City Manager to award an annual contract to Core & Main LP for the purchase of Neptune water meters, register units, and accessories during Fiscal Year 2024-2025 as needed.

C-A-13 Request that the City Council consider authorizing the City Manager to extend the annual price agreement to Unifirst Corporation for uniform / floor mat rental for one year beginning October 1, 2024.

C-A-14 Request that the City Council consider authorizing the City Manager to award the purchase of Conbraco/Apollo Double Check Detector Assemblies to MacArthur Gauge, Incorporated during the Fiscal Year 2024-2025.

C-A-15 Request that the City Council consider adopting an updated Resolution approving the continued participation in the Texas State Department of Information Resources (DIR) Program and General Services Commission Local Government Purchasing Program. Also, request that the City Council consider authorizing the City Manager to renew several annual leases and to utilize various vendors as sole source for parts and service for technology equipment including computers, software, and telephones for FY 2024-2025. **(R-2024-43)**

C-A-16 Request that the City Council consider authorizing the City Manager to purchase one slope mower from Kinloch Equipment through Buyboard contract #706-23 for a total cost of $101,707.50 and one (1) A-60 autonomous mower for $71,829.30 for Parks Dept.

C-A-17 Request that the City Council consider authorizing the City Manager to declare Tyler Water Utilities and Traffic Sign Shop scrap brass, copper, water meters, ductile iron, cast iron and miscellaneous metals as surplus and award Bid Number 24-032, to Tyler Iron & Metal Co. Inc. of Tyler, Texas for the fiscal year beginning October 1, 2024.

C-A-18 Request that the City Council authorize the City Manger to award Triple J as successful bidders for bid 24-037 to provide emergency external fueling for the City of Tyler fleet (non-credit card) during the fuel storage tank replacement project at the City of Tyler Oakwood Complex.

C-A-19 Request that the City Council consider reviewing and accepting the City of Tyler's workers' compensation, property and casualty claim and lawsuit report for 2021-2022, 2022-2023, and 2023-2024 through June 30, 2024, and ratify all claim payments and settlements within the City's retention during that time frame in the amount of $1,623,754. This includes 14 claim payments of $25,000 or more and 11 litigated claims.

C-A-20 Request that the City Council ratify a Skybridge Reciprocal Easement and Maintenance Agreement Approval between the City of Tyler and The University of Texas System and Tyler Regional Hospital, LLC for an aerial walkway across Hospital Drive.

C-A-21 Request that the City Council consider cancelling the regularly scheduled City Council meeting for October 9, 2024. Due to the second regular meeting date in October falling on the date for the City Council to attend the Texas Municipal

League (TML) meeting in Houston.

C-A-22 Request that the City Council consider authorizing the City Manager to award sole source procurement to Martin Marietta, for ready-mix concrete during Fiscal Year 2024-2025.

C-A-23 Request that the City Council consider authorizing the City Manager to award the various annual price agreements for Asphalt, Sak-Crete & Portland, Utility Cut Base Repair Material, Herbicide Treatment for Drainage and Roadsides, Red Select, and Brick Sand for one year beginning October 1, 2024.

C-A-24 Request that the City Council consider authorizing the City Manager to award the Request for Proposal for Disaster Debris Monitoring and Management Services to Thompson Consulting Services LLC as the primary and Debris Tech LLC as a secondary vendor.

C-A-25 Request that the City Council consider authorizing the City Manager to execute an amended professional services contract in the amount of $786,565 with Freese and Nichols, Inc. to provide a new Comprehensive Master Plan for the City of Tyler.

C-A-26 Request that the City Council consider authorizing the City Manager, on behalf of the Tyler Police Department, to sign an Interlocal Agreement with Smith County so the sheriff's department can make application for and accept Edward Byrne Memorial Justice Assistance Grant (JAG) funding for FY 2024.

C-A-27 Request that the City Council consider authorizing the City Manager to approve the use of Analytical Environmental Lab, of Tyler, TX, SPL, Inc. of Dallas, TX and Lower Colorado River Authority Environmental Laboratory Services of Austin, TX as sole sources for certain testing services during Fiscal Year 2024-2025.

C-A-28 Request that the City Council consider awarding sealed bids opened August 7, 2024, to the referenced bidders for the annual price agreements and for the purchase of various water and wastewater treatment chemicals for the fiscal year October 1, 2024, through September 30, 2025.

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

CITY MANAGER'S REPORT

1. As you all approved the budget, at your last council meeting, one of the items was contingent upon whether or not we received a federal grant. And so, I'm proud to announce that on the two police officers that we put forward for the federal COPS grant that we have been awarded on that grant. This will provide federal funding for three years to cover the cost of two police officers assigned to work in the downtown district. We should receive the formal notification very shortly. We will start the process of moving forward with the strategy of developing the Community Resource Officers Crisis Intervention Team Unit. This will include placing this unit under the supervision of a Sergeant with experience in crisis intervention and community outreach.
2. One of the projects you kind of see happening around the City has been on our traffic signal indication replacement or retro-reflective back plates. The City received a call from a citizen

complimenting us on the new retro-reflective back plates that were being installed. They wanted to give the City kudos. The new yellow borders around the traffic lights make so much easier to see. And I appreciate your hard work and I'm sure you get lots of complaints. I wanted to pass on the praise. This project will touch just over a hundred of our traffic signals. City staff in traffic operations and engineering and working closely with TXDot who is overseeing this project to provide oversight and feedback on installations being completed by the contractor. As of today, 48 intersections have been completed which represents 46% of the work. The main goal of this project is to enhance the safety of our traffic signals in the City of Tyler.

3. A couple of events that we've had recently, we had our third annual Tyler Art Festival. And so, this was hosted by the Main Street Department on Saturday, September 14th in downtown Tyler Square in partnership with Tyler Art Lift, a local non-profit that promotes art education and supports the cultivation of art in Tyler. We hosted five incredible local musicians, over 70 local artist vendors and hundreds of festival attendees. Among the activities were public art and art gallery scavenger hunt, interactive craft booths, face painting and community canvases that developed throughout the event. It then was designed for local artists to gain exposure, sell their creations, network with other artists and art organizations, engage with the public. It was a full day of celebrating our local art community, encouraging the public to take part in creating beautiful things.
4. And then finally, last Saturday, September 21st, we had an incredible turnout of over 200 participants, including volunteers, Keep Tyler Beautiful board members and Park staff who came together at Fun Forest Park and the Tyler Senior Center for a day of beautification projects. Volunteers engaged in a fun paint by number mural on the park restroom, adding vibrant art to the space. Additionally, we restored the flower bed in front of the Senior Center, creating a beautiful welcome to compliment the center's freshly painted interior. A new retaining wall by the new soccer field was also partially completed by volunteers and will be fully completed in the coming week. A special thank you to the Mayor and our Councilmembers who joined us as well as our generous sponsors and donors. We're also deeply grateful to the Keep Tyler Beautiful board members and Park staff for their support and a huge shout-out to our amazing volunteers. Their hard work made this park service day a resounding success.

Mayor Warren – Thanked everyone that brought peanut butter today. It really is touching. I sent my pastor a text last night that said, “I've been asking so many of my friends to get peanut butter and asking for money, but I'm not sure if I'm going to have any friends left.” And I asked my pastor, “Will you still be my friend?” So, I have been bugging a lot of people about this contest and the Mayor in Longview, she's great. But really, it's a challenge and it's a good challenge. And sometimes in the past, the City of Tyler and the City of Longview have kind of butted heads and we've kind of been on our own and we never really have hugged one another. And so, I will say that this competition has been good for that. And I've had more conversations with the Mayor of Longview over the last month than I've had with the Mayor in Longview for the last 10 years, not to blast the previous Mayor. But it's been a good competition. And, you know, as I said yesterday to the Longview newspaper, you know, there's really not a winner or a loser. The winner is the East Texas Food Bank. So tomorrow morning, they're going to give the totals for Longview, Tyler and where we stand. And then the hard cut off is at noon on Friday. So, if you do want to donate, you can bring it here or you can take it to your Brookshires, Fresh or Super One store. Or you can get online at the Food Bank and scroll down and you can donate through different categories so that you can donate 10, 15, 20, 5000, whatever. So, I just thank you for everybody's support. And we will find out that the final number on Monday and a trophy will be presented to the winner. And it will be bragging rights, probably. So,

Councilmember McKellar - Stated that she didn't see any of this council put any peanut butter up there. But she has 12 bottles in her car.

Councilmember Hawkins – Stated that she made a $25 donation online.

Mayor Warren- Stated I'm sure we will have full Council participation. So that being said, thank you all. And I'll entertain a motion to adjourn.

Councilmember McKellar- Stated before we adjourn, last time we were here, I mentioned the fact that there were 480 Top Ladies that were in town. And I wanted to give recognition to our Director of Parks and Recreation, Leanne, for the great work that she did. She came in in two days. She made everything happen for us. So, thank you, Leanne. Thank you. And so moved.

ADJOURNMENT

Motion by Councilmember McKellar to adjourn the meeting at 9:59 am; seconded by Councilmember Wynne; motion carried 7 - 0 & meeting adjourned.

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

A T T E S T:

_____
CASSANDRA BRAGER, CITY CLERK

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. A-1

Date: December 11, 2024

Subject: Request that the City Council consider recognizing the following employees for their years of service and commitment to the City of Tyler. They represent 95 years of service with the City of Tyler. Deborah Pullum, City Attorney, 20 years of service Robert Hassell, Lake Supervisor, 20 years of service Patrisha McKee, Deputy Court Clerk, 20 years of service Steven Kean, Deputy City Attorney, 35 years of service

Item Reference:

Request that the City Council consider recognizing the following employees for their years of service and commitment to the City of Tyler. They represent 95 years of service with the City of Tyler.

Deborah Pullum, City Attorney, 20 years of service
Robert Hassell, Lake Supervisor, 20 years of service
Patrisha McKee, Deputy Court Clerk, 20 years of service
Steven Kean, Deputy City Attorney, 35 years of service

RECOMMENDATION:

Request that the City Council consider recognizing the following employees for their years of service and commitment to the City of Tyler. They represent 95 years of service with the City of Tyler.

Attachments:
December 2024 Service Award CC

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

Edited/Submitted By:
City Manager

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: **A-1**

Date: **December 11, 2024**

Subject: **Award for December 2024**

Page: **Page 1 of 1**

Item Reference: **Service Award**

We would like to recognize the following employees for their years of service and commitment to the City of Tyler. At this important milestone, we express our sincere appreciation for your dedication and for the special contribution you make to our organization. They represent **95** years of service with the City of Tyler.

Service Awards

Date of Hire	First Name	Last Name	Title	Department	Years of Service
11/01/2004	Deborah	Pullum	City Attorney	Legal	20
12/20/2004	Robert	Hassell	Lake Supervisor	Lake Tyler	20
12/20/2004	Patrisha	McKee	Deputy Court Clerk	Municipal Court	20
12/21/1989	Steven	Kean	Deputy City Attorney	Legal	35

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

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. A-2

Date: December 11, 2024

Subject: Request that the City Council consider accepting the Bergfeld Park Texas Chapter of the American Planning Association Great Places in Texas 2024 Designee for a Public Space Award.

Item Reference:

The Texas Chapter of the American Planning Association designated the City of Tyler's Bergfeld Park as a Great Public Space by the state chapter's Great Places in Texas program. The award was presented and received on Tuesday, March 26, 2024. Bergfeld Park joins the Tyler Rose Garden as the second Great Place in Texas to be designated in the Rose City. For 110 years, Bergfeld Park has served Tyler and surrounding areas as a great public space. In 1913, the City of Tyler purchased 8.4 acres of land for the neighborhood park, which was developed over the years with public and private funding. A master plan for Bergfeld Park was adopted in 2013 to update the park's features. Bergfeld Park was designated as a Lone Star Legacy Park by the Texas Recreation and Parks Society in 2014. Renovations for the Park occurred in four phases: a new playground in 2015, the amphitheater in 2017, a splash pad in 2019 and tennis/pickleball courts in 2021. Stone and rock features built within the Park in 1941 by the Works Progress Administration and the beloved Splasher the Dolphin granite statue were thoughtfully preserved during the renovation phases. Through Great Places in Texas, the Texas Chapter of APA recognizes unique and authentic characteristics found in three essential components of all communities - streets, neighborhoods, and public spaces. APA Great Places offers better choices for where and how people work and live every day, places that are enjoyable, safe, and desirable. Such areas are defined by many characteristics, including architectural features, accessibility, functionality, and community involvement. Great Places in Texas exemplify exceptional character and highlight the role planners and planning play in creating communities of lasting value. This year marks the seventh year of the Great Places in Texas program.

RECOMMENDATION:

It is recommended that City Council accept the Bergfeld Park Texas Chapter of the American Planning Association Great Places in Texas 2024 Designee for a Public Space Award.

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

Edited/Submitted By:

City Manager

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-1

Date: December 11, 2024

Subject: PD24-028 SOUTHEAST TEXAS CLASSIC REAL ESTATE, INC. (2650 WEST SOUTHWEST LOOP 323) Request that the City Council consider adoption of an Ordinance approving a zone change from 'C-2', General Commercial District and 'M-1', Light Industrial District to 'PCD', Planned Commercial District with a final site plan.

Item Reference:

The applicant is requesting the zone change to allow for an automotive body shop on Lot 10D of NCB 836-X, one lot containing approximately 2.26 acres of land located at the southeast intersection of Watson Street and West Southwest Loop 323 (2650 West Southwest Loop 323).

According to the Unified Development Code (UDC), the 'PCD', Planned Commercial Development District will be designated where retail, commercial, office and limited industrial facilities are needed throughout the city. All development created in a PCD district must be designed and developed in accordance with an approved site development plan and submitted for approval to the Planning Commission and City Council.

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

In addition to the zoning change criteria above, the City Council will consider the following specific objectives and criteria for approving any type of planned district currently permitted in this code:
a. A variety of housing types, employment opportunities, or commercial services to achieve a balanced community;
b. An orderly and creative arrangement of all land uses with respect to each other and to the entire community;
c. A planned and integrated comprehensive transportation system providing for a separation of pedestrian and vehicular traffic, to include facilities such as roadways, bicycle ways and

pedestrian walkways;
d. The provisions of cultural or recreational facilities for all segments of the community;
e. The location of general building envelopes to take maximum advantage of the natural and manmade environment; and
f. The staging of development in a manner which can be accommodated by the timely provision of public utilities, facilities, and services.

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

The adjacent properties to the north are zoned 'PCD', Planned Commercial Development District and are developed with a variety of uses. The adjacent properties to the east, south and west are zoned 'C-2' General Commercial District and 'M-1', Light Industrial District and are developed with a variety of uses or are undeveloped.

This request is consistent with the Tyler 1st Future Land Use Guide which identifies this property as "General Commercial".

The property was previously used as a car dealership. The applicant is requesting the change to establish a final site plan for this property to allow for an automotive body shop which is not permissible under 'C-2' zoning.

On December 3, 2024, the Planning and Zoning Commission held a public hearing for this request. There was no significant discussion.

As of Friday, December 6, 2024, of the five notices mailed, no notices were returned in favor or in opposition to the request.

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

RECOMMENDATION:

The Planning and Zoning Commission by a 6-0 vote recommends approval of the zone change from 'C-2', General Commercial District and 'M-1', Light Industrial District to 'PCD', Planned Commercial District with a final site plan.

Attachments:
PD24-028 Southeast Texas Classic Real Estate INC
Final Site Plan
Location Map
Future Land Use Guide Map
Notification Map

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

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2024-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CHANGING THE ZONING FROM C-2", GENERAL COMMERCIAL DISTRICT TO "PCD", PLANNED COMMERCIAL DISTRICT WITH A FINAL SITE PLAN ON LOT 10D OF NCB 836-X, ONE LOT CONTAINING APPROXIMATELY 2.26 ACRES OF LAND LOCATED AT THE SOUTHEAST INTERSECTION OF WATSON STREET AND WEST SOUTHWEST LOOP 323 (2650 WEST SOUTHWEST LOOP 323); DIRECTING THE AMENDMENT OF THE ZONING MAP; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

I. APPLICATION PD24-028

That the following described property, which has heretofore been zoned "C-2", General Commercial District, shall hereafter bear the zoning classification of "PCD", Planned Commercial District with a final site plan, to wit:

> On Lot 10D of NCB 836-X, one lot containing approximately 2.26 acres of land located at the southeast intersection of Watson Street and West Southwest Loop 323 (2650 West Southwest Loop 323).

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

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

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

for violation, it shall not become effective until after its publication in the newspaper as provided by Section 85 of the Charter of the City of Tyler, Texas, which date is expected to be December 13th, 2024.

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

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

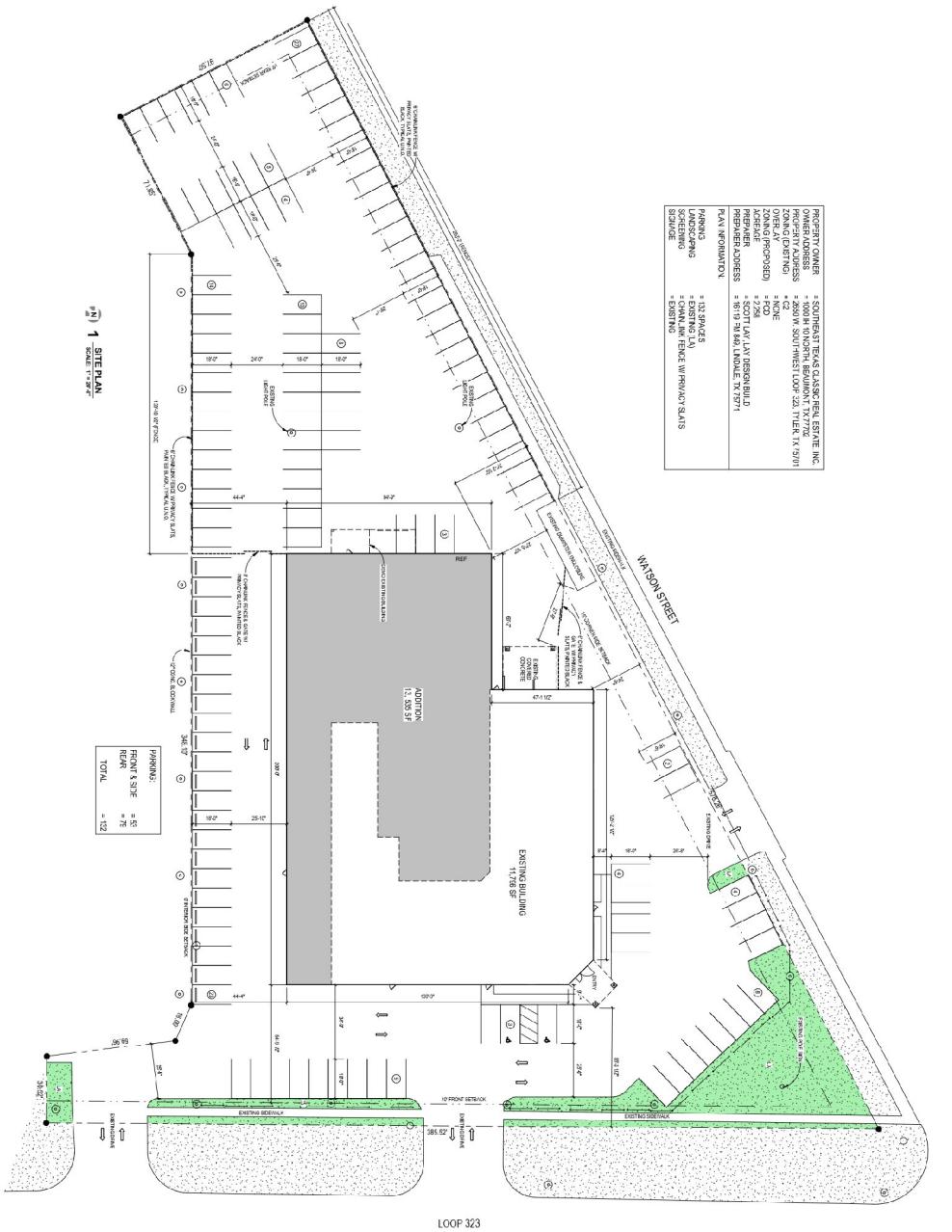
A T T E S T:

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CASSANDRA BRAGER, CITY CLERK

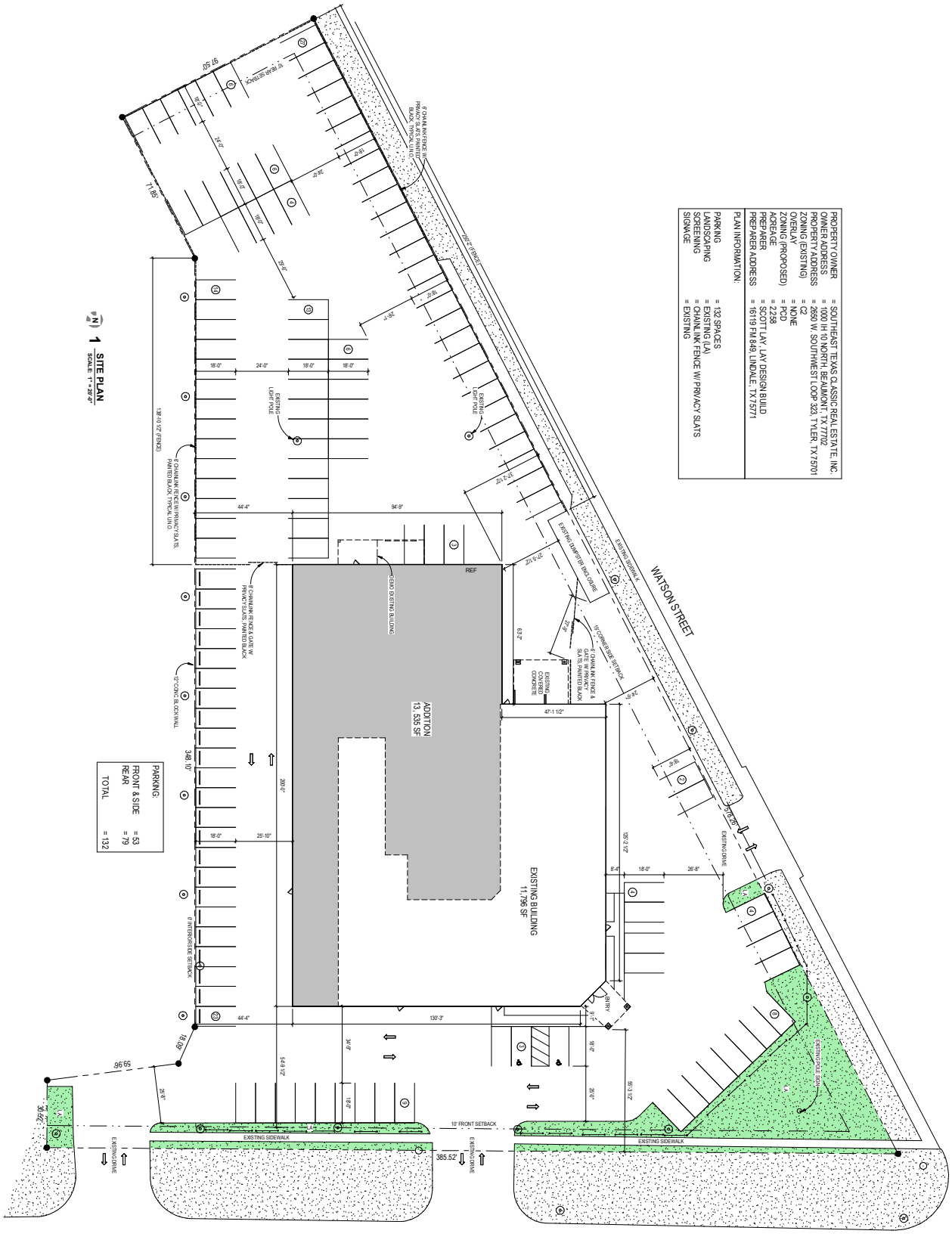
APPROVED:

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

ORDINANCE NO. O-2024-
EXHIBIT "A"
FINAL SITE PLAN



SITE PLAN A1.1 SHEET NO.:	PROJECT NO: 241003	DATE: 10/25/2024	**CLASSIC TOYOTA BODY SHOP** 2650 WEST SOUTHWEST LOOP 323 TYLER, TX 75701	THIS DRAWING IS ISSUED FOR INTERIM REVIEW. IT SHALL NOT BE USED FOR ANY OTHER PURPOSES.	LAY DESIGN / BUILD	P.O. Box 2366 LINDALE TX 75771 P 903.877.4128 F 903.877.4449 www.layconstructionllc.com



DATE:	10/25/2024
PROJECT NO:	241003
SHEET NO.:	A1.1
SITE PLAN	

CLASSIC TOYOTA BODY SHOP

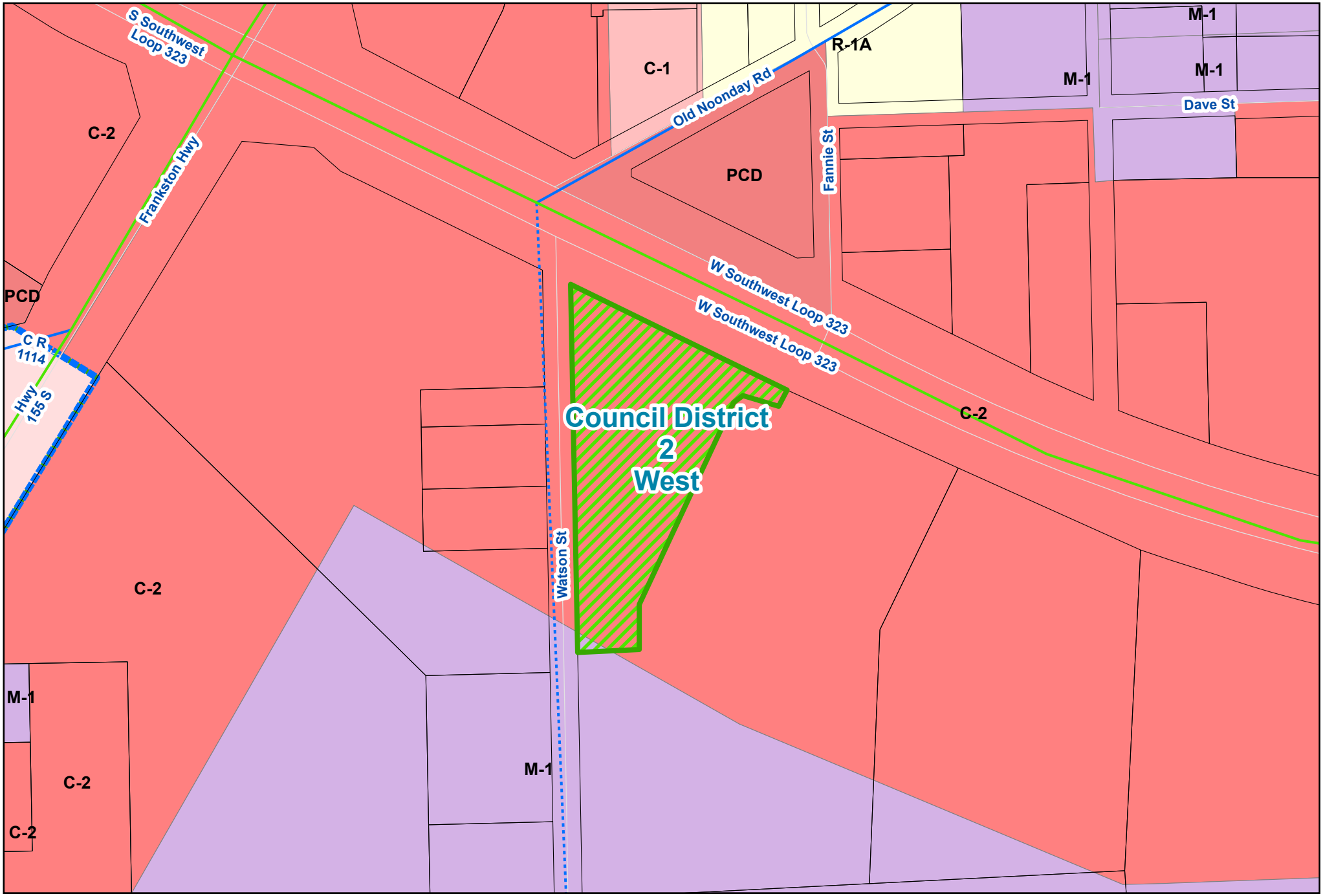
2650 WEST SOUTHWEST LOOP 323
TYLER, TX 75701

THIS DRAWING IS ISSUED FOR INTERIM REVIEW.

IT SHALL NOT BE USED FOR ANY OTHER PURPOSES.

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LAY DESIGN / BUILD
P.O. Box 2366
LINDALE TX 75771
P 903.877.4128
F 903.877.4449
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1 inch equals 200 feet

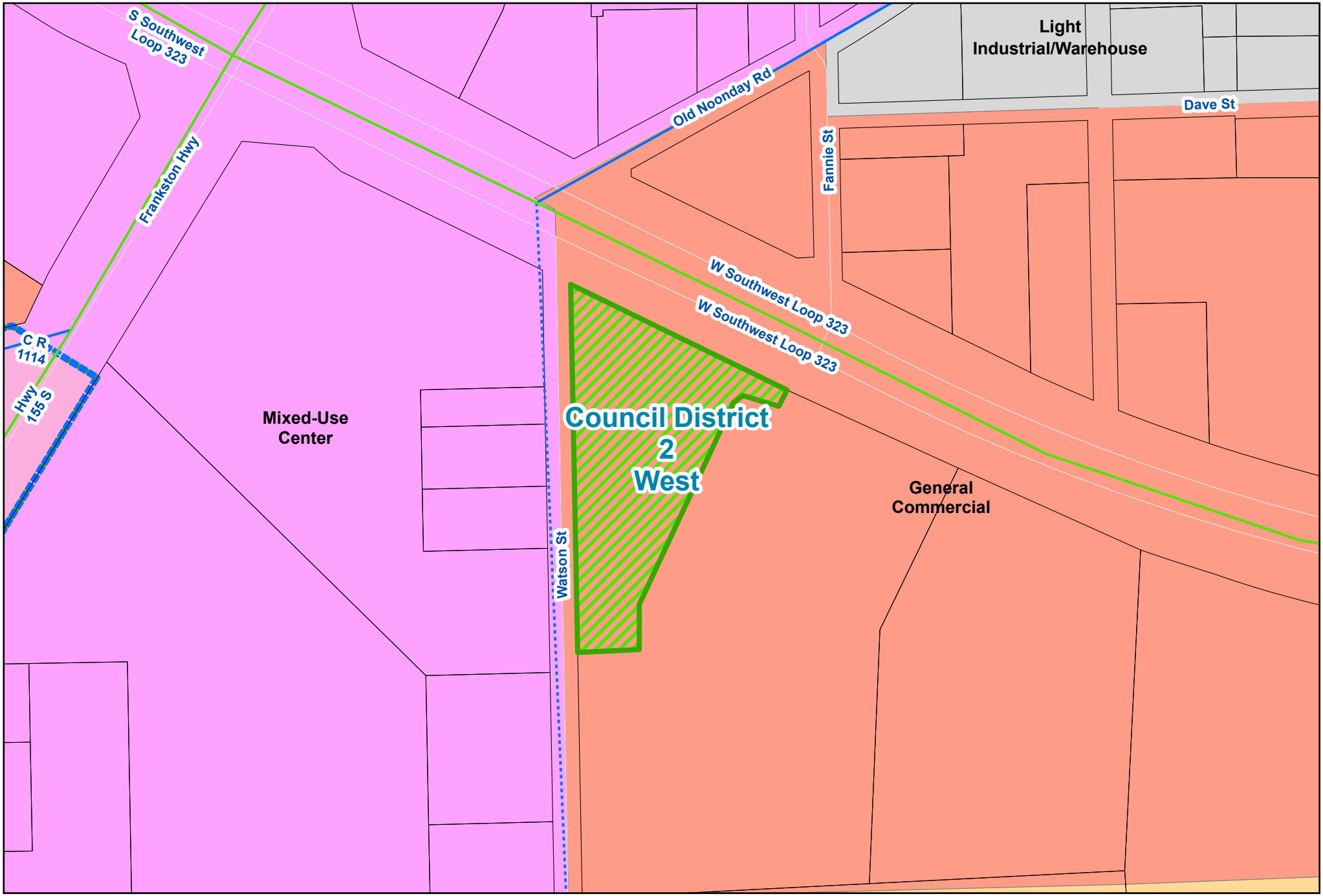
N

ZONING CASE

Zoning Case #: PD24-028
Current Zoning: C-2 and M-1
Proposed Zoning: PCD
SOUTHEAST TEXAS CLASSIC REAL ESTATE, INC

Subject Property

City Limits



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1 inch equals 200 feet

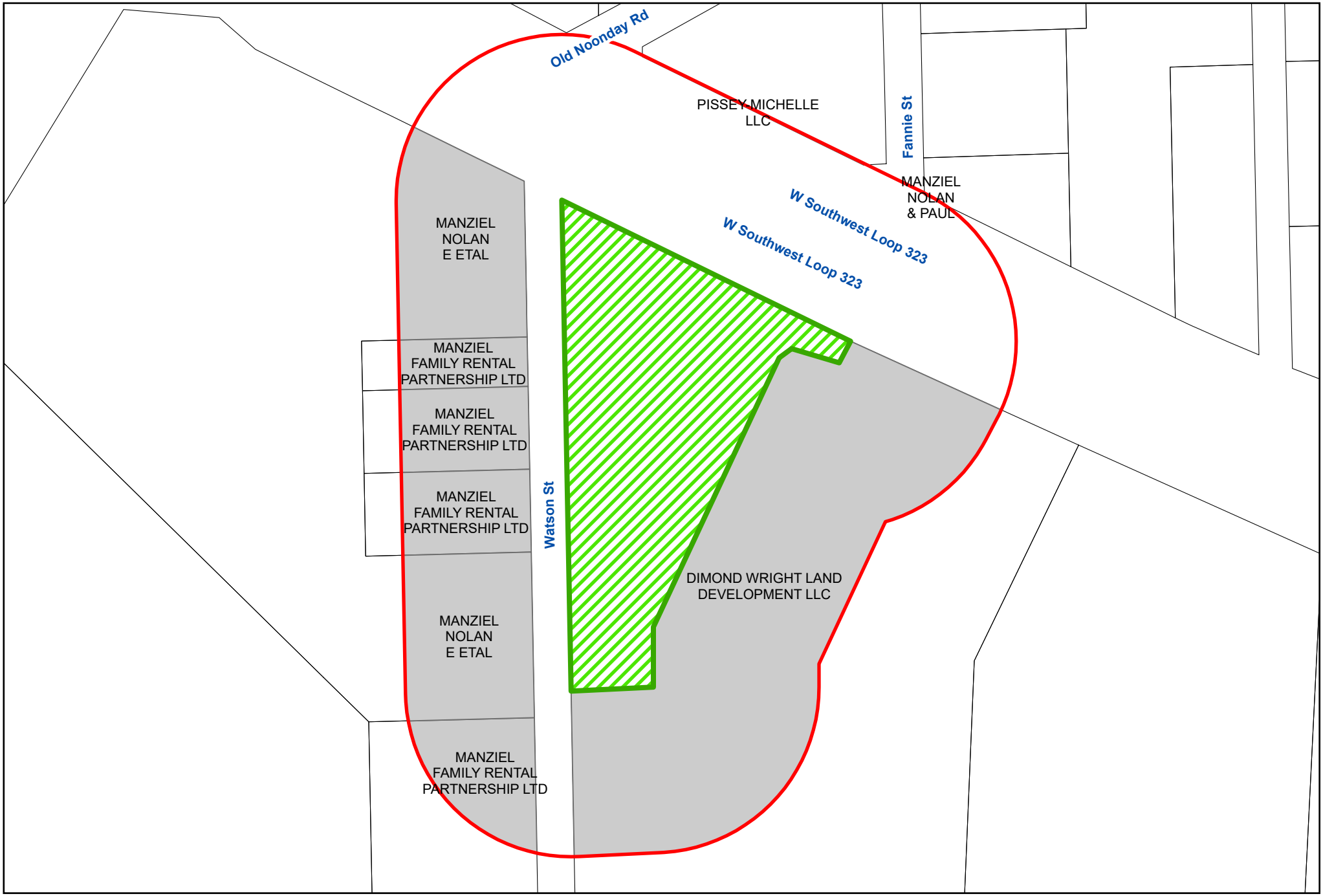
N

ZONING CASE

Zoning Case #: PD24-028
Current Zoning: C-2 and M-1
Proposed Zoning: PCD
SOUTHEAST TEXAS CLASSIC REAL ESTATE, INC

Subject Property

City Limits



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1 inch equals 150 feet

N

ZONING CASE

Zoning Case #: PD24-028
Current Zoning: C-2 and M-1
Proposed Zoning: PCD
SOUTHEAST TEXAS CLASSIC REAL ESTATE, INC

Subject Property

200' Mailed Notification Area

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-2

Date: December 11, 2024

Subject: S24-009 AAMINA CORPORATION (712 WEST HOUSTON STREET) Request that the City Council consider adoption of an Ordinance approving a Special Use Permit to allow for a Tobacco/Vape/Smoke Store for a one-year period of time.

Item Reference:

The applicant is requesting the Special Use Permit (SUP) to allow for a Tobacco/Vape/Smoke Store. On Lot 43A, 68-70 of NCB 182, one lot containing approximately 0.03 acres of land located east of the southeast intersection of South Vine Avenue and West Houston Street (712 West Houston Street). The property is zoned 'C-1', Light Commercial District.

According to the Unified Development Code (UDC), "Special Use Permits" set standards, conditions, and procedures whereby special uses may be approved by City Council. A use is considered special by this development code when there is potential for it to have an adverse impact on nearby property and because the actions needed to minimize or eliminate the adverse impacts vary from site to site. No special use permit may be issued unless the governing body determines the proposed building or use will not (a) substantially increase traffic hazards or congestion; (b) substantially increase fire hazards; (c) adversely affect the character of the neighborhood; (d) adversely affect the general welfare of the community; or (e) overtax public utilities. Approved special uses are subject to compliance with all other applicable provisions within the UDC, such as parking, landscaping, and setbacks.

All conditions required for an SUP must be met before any part of the use can be occupied. Violation of any term, condition, requirement, or duration of a SUP approved is unlawful and will constitute a violation subject the penalties set forth in the UDC. In addition, the SUP may be revoked or suspended by the city council due to such violation, following public hearings by both the Planning and Zoning Commission and the City Council.

The adjacent property to the north is zoned 'AR', Adaptive Reuse District and it is undeveloped. The adjacent property to the east, south and west are zoned 'C-1', Light Commercial District and are developed with a single-family home, business uses and undeveloped.

SUPs are approved for specific periods of time. The terms and duration of an SUP rests with the City Council. Most first-time SUPs are issued for three years with renewals typically approved for longer time periods, usually five years. Some special uses, due to their nature and the cost associated with their operation, may be approved indefinitely. The SUP's may be revoked by the City Council at any time.

The applicant is planning to use the property as a Tobacco/Vape/Smoke Store. In 2023, the UDC was amended to restrict the proposed use in 'C-1' zoning except for when the City Council has approved an SUP. The applicant has been operating the business with a Certificate of Occupancy that was granted in September without applying for a SUP. The applicant was made aware of the situation and is requesting the SUP to be in compliance with the code.

As of Friday, December 6, 2024, of the 13 notices mailed, no notices were received in favor or in opposition to the request.

On December 3, 2024, the Planning and Zoning Commission held a public hearing for this request. The applicant was present to answer any questions. There was no significant discussion.

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

RECOMMENDATION:

The Planning and Zoning Commission by a 5-1 vote recommends approval of the Special Use Permit.

Attachments:
S24-009 Aamina Corporation
Location Map
Future Land Use Guide Map
Notification Map

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

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2024-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; APPROVING A SPECIAL USE PERMIT TO ALLOW FOR A TOBACCO/VAPE/SMOKE STORE.ON LOT 43A, 68-70 OF NCB 182, ONE LOT CONTAINING APPROXIMATELY 0.03 ACRES OF LAND LOCATED EAST OF THE SOUTHEAST INTERSECTION OF SOUTH VINE AVENUE AND WEST HOUSTON STREET (712 WEST HOUSTON STREET); PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

PART 1: That the following special use is hereby approved as follows:

I. APPLICATION S24-009

That the following described property, which is currently zoned "C-1", Light Commercial District, shall hereafter allow a Special Use to allow for a Tobacco/Vape/Smoke Store, to wit:

> On Lot 43A, 68-70 of NCB 182, one lot containing approximately 0.03 acres of land located east of the southeast intersection of South Vine Avenue and West Houston Street (712 West Houston Street).

PART 2: The Special Use Permit is for a Tabacco/Vape/Smoke Store.

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

PART 4: That any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine as provided in Section 1-4 of the Tyler Code. Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Since this ordinance has a penalty for violation, it shall not become effective until after its publication in the newspaper as provided by Section 85 of the Charter of the City of Tyler, Texas, which date is expected to be December 13th, 2024.

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

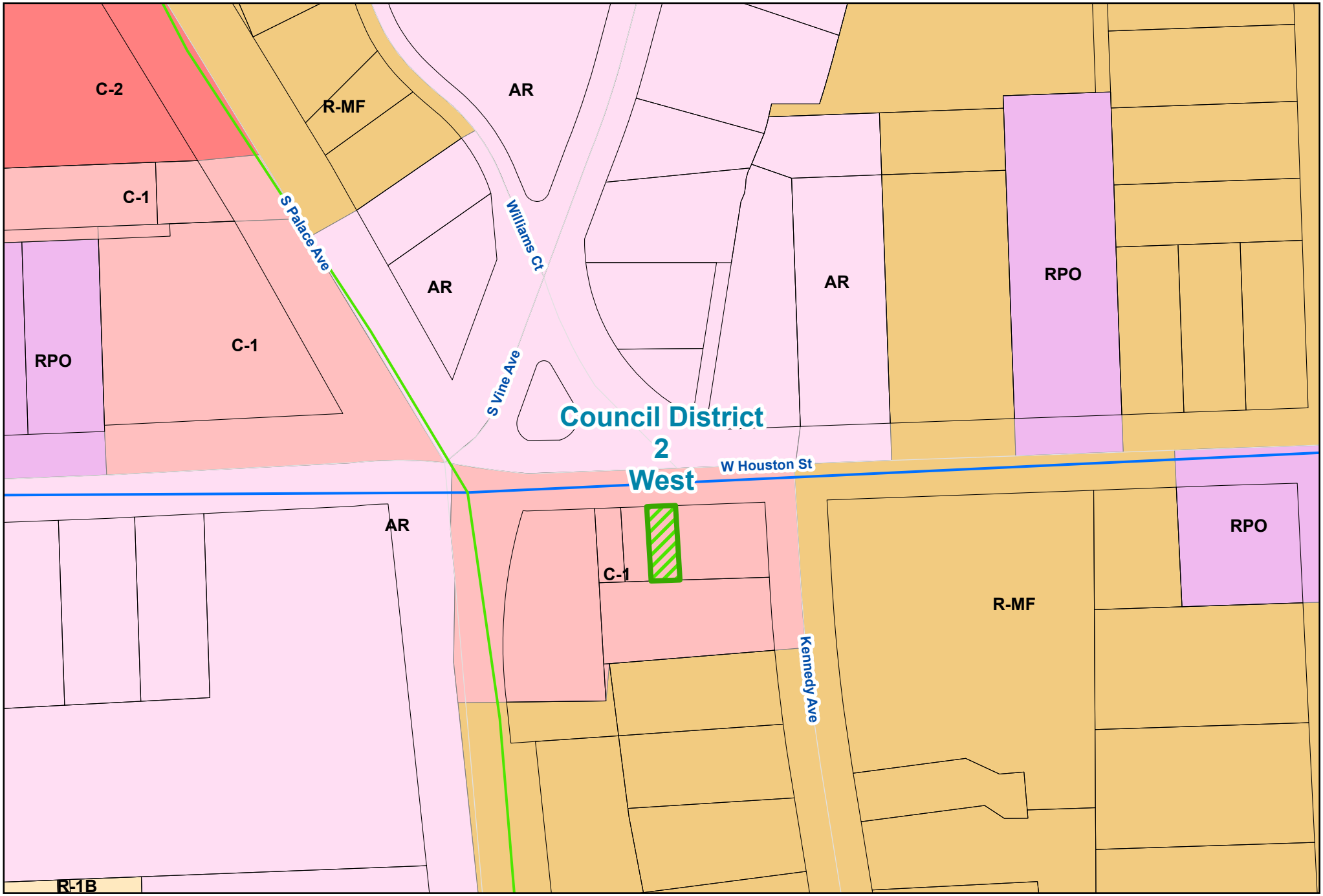
_____
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY



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1 inch equals 100 feet

N

ZONING CASE

Zoning Case #: S24-009
Current Zoning: C-1
Proposed Use: Tobacco/Vape/Smoke Store
AAMINA CORPORATION

Subject Property



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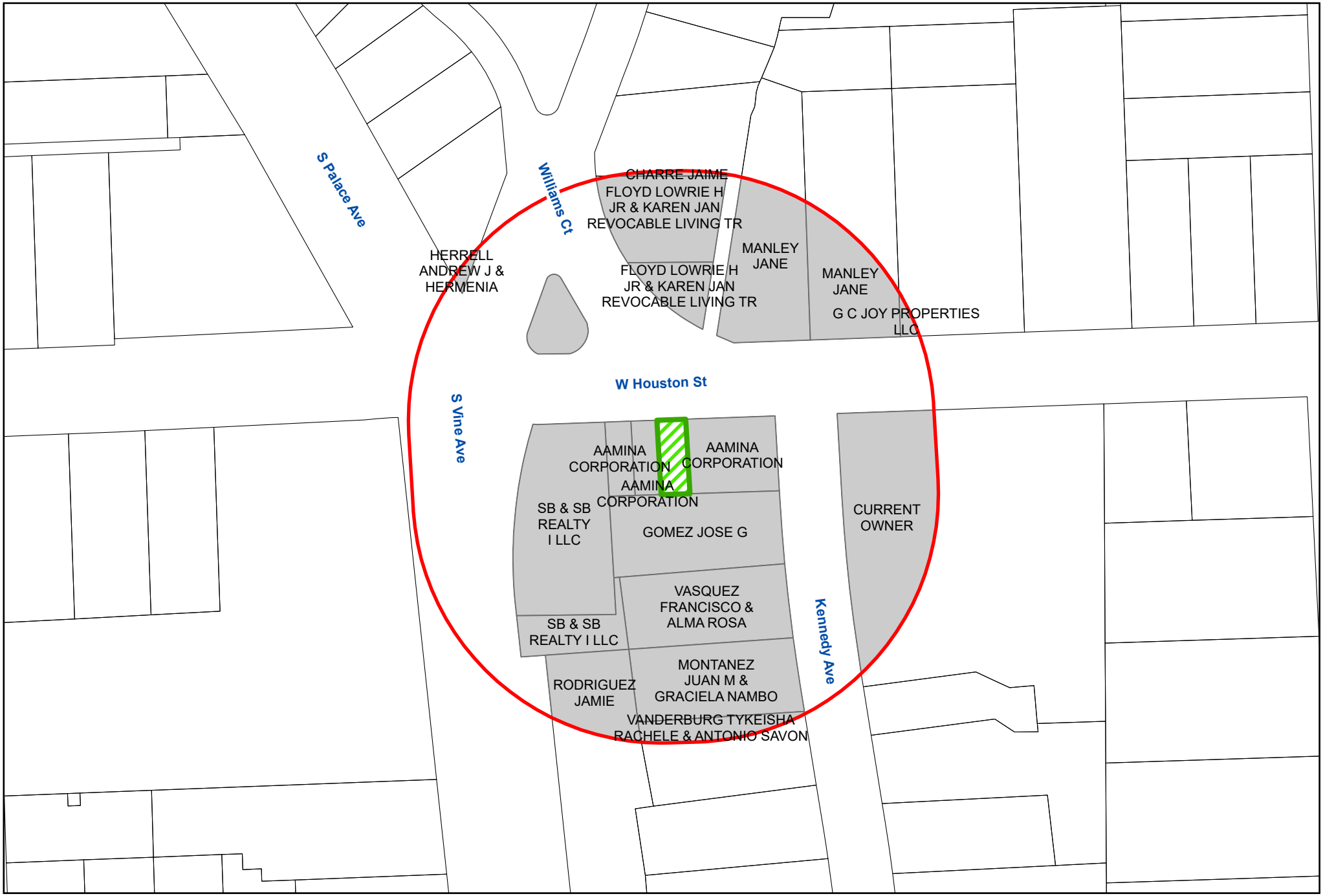
1 inch equals 100 feet

N

ZONING CASE

Zoning Case #: S24-009
Current Zoning: C-1
Proposed Use: Tobacco/Vape/Smoke Store
AAMINA CORPORATION

Subject Property



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1 inch equals 100 feet

N

ZONING CASE

Zoning Case #: S24-009
Current Zoning: C-1
Proposed Use: Tobacco/Vape/Smoke Store
AAMINA CORPORATION

Subject Property

200' Mailed Notification Area

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-3

Date: December 11, 2024

Subject: Z24-036 BLAS MURILLO (1523 WEST LOLLAR STREET) Request that the City Council consider adoption of an Ordinance approving a zone change from 'R-MF', Multi-Family Residential District to 'R-1D', Single-Family Detached and Attached Residential District.

Item Reference:

The applicant is requesting the zone change to subdivide the property on Lot 8 of NCB 364, one lot containing approximately 0.25 acres of land located at the northeast intersection of Lollar Street and North Hill Avenue (1523 West Lollar Street).

According to the Unified Development Code (UDC), the 'R-1D', Single-Family Detached and Attached Residential District is primarily intended to accommodate single-family detached and attached housing, such as townhouses and rowhouses on small individual lots. In addition, the district allows churches, schools, and accessory buildings and uses. The maximum building height is 42 feet. Setback requirements are 25 feet in the front, 15 feet in the rear, zero feet on the interior side and 12 feet on the corner side. Minimum lot size is 3,000 square feet.

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

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

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

The adjacent properties to the north, east, and west are zoned 'R-MF', Multi-Family Residential District and are developed with single-family homes. The adjacent property to the south is zoned 'M-1', Light

Industrial District and is developed with a single-family home.

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

The applicant is requesting the zone change to subdivide the property. The property is currently developed with a single-family home. The zone change would allow the applicant to build another family home after subdividing the property.

As of Friday, December 6, 2024, of the 16 notices mailed, no notices were returned in favor or in opposition to the request.

On December 3, 2024, the Planning and Zoning Commission held a public hearing for this request. There was no significant discussion.

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

RECOMMENDATION:

The Planning and Zoning Commission by a 6-0 vote recommends approval of the zone change from 'R-MF', Multi-Family Residential District to 'R-1D', Single-Family Detached and Attached Residential District.

Attachments:
Z24-036 Blas Murillo
Location Map
Future Land Use Guide Map
Notification Map

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

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2024-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CHANGING THE ZONING FROM "R-MF", MULTI-FAMILY RESIDENTIAL DISTRICT TO "R-1D", SINGLE-FAMILY DETACHED AND ATTACHED RESIDENTIAL DISTRICT ON LOT 8 OF NCB 364, ONE LOT CONTAINING APPROXIMATELY 0.25 ACRES OF LAND LOCATED AT THE NORTHEAST INTERSECTION OF LOLLAR STREET AND NORTH HILL AVENUE (1523 WEST LOLLAR STREET); DIRECTING THE AMENDMENT OF THE ZONING MAP; DIRECTING THE AMENDMENT OF THE FUTURE LAND USE GUIDE; PROVIDING A SEVERABLITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

I. APPLICATION Z24-036

That the following described property, which has heretofore been zoned "R-MF", Multi-Family Residential District, shall hereafter bear the zoning classification of "R-1D", Single-Family Detached and Attached Residential District, to wit:

> On Lot 8 of NCB 364, one lot containing approximately 0.25 acres of land located at the northeast intersection of Lollar Street and North Hill Avenue (1523 West Lollar Street).

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

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

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

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

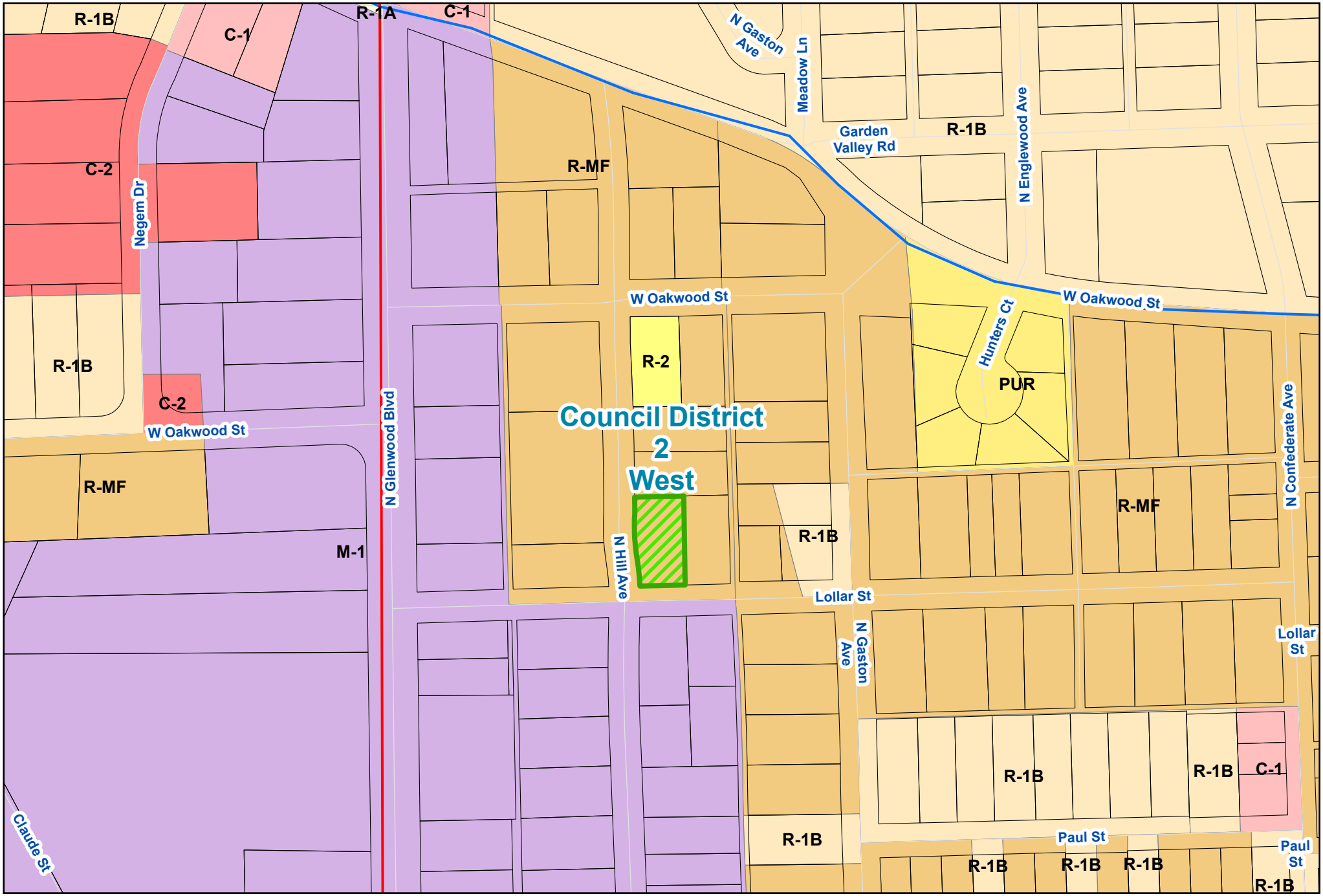
_____
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY



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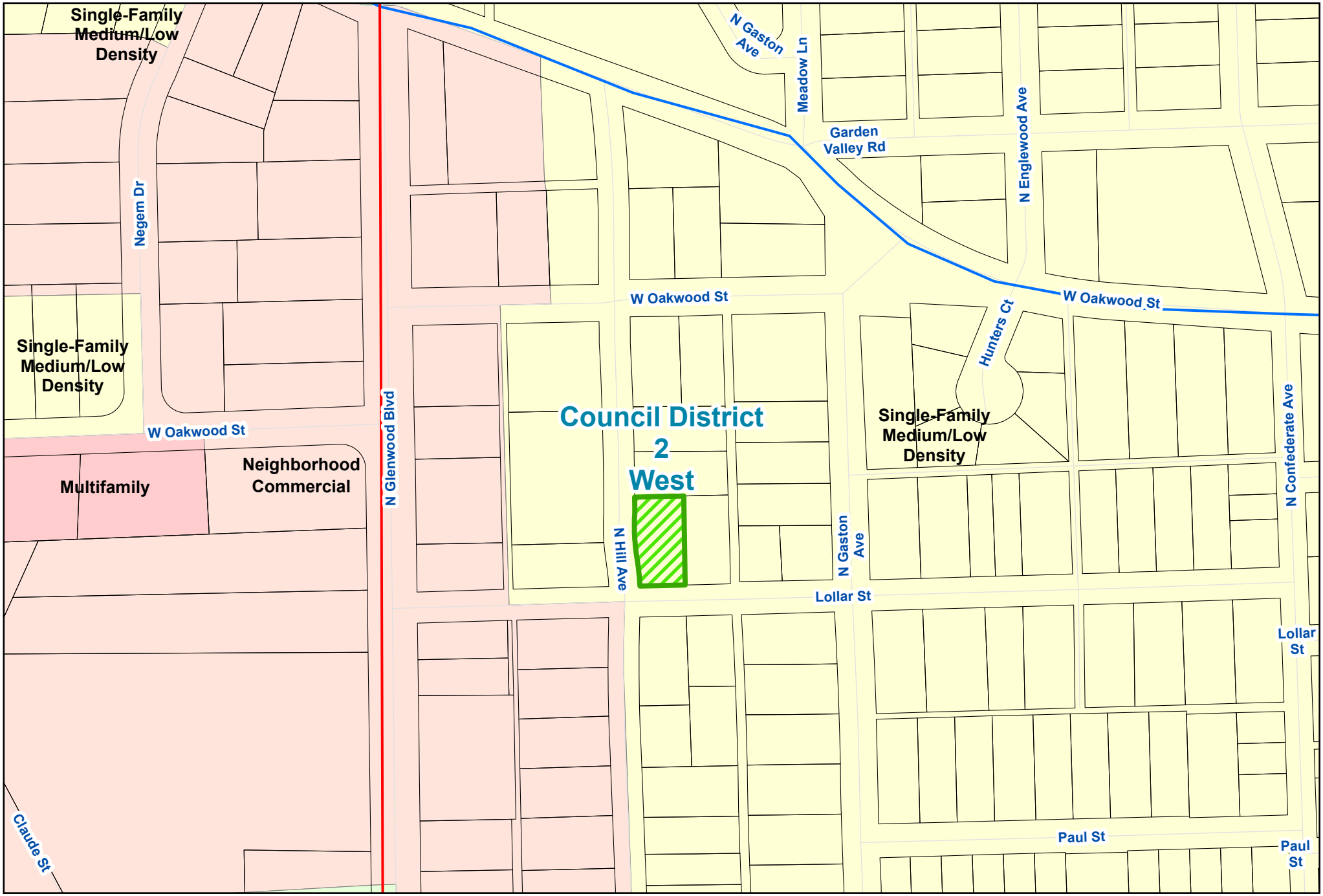
1 inch equals 200 feet

N

ZONING CASE

Zoning Case #: Z24-036
Current Zoning: R-MF
Proposed Zoning: R-1D
BLAS MURILLO

Subject Property



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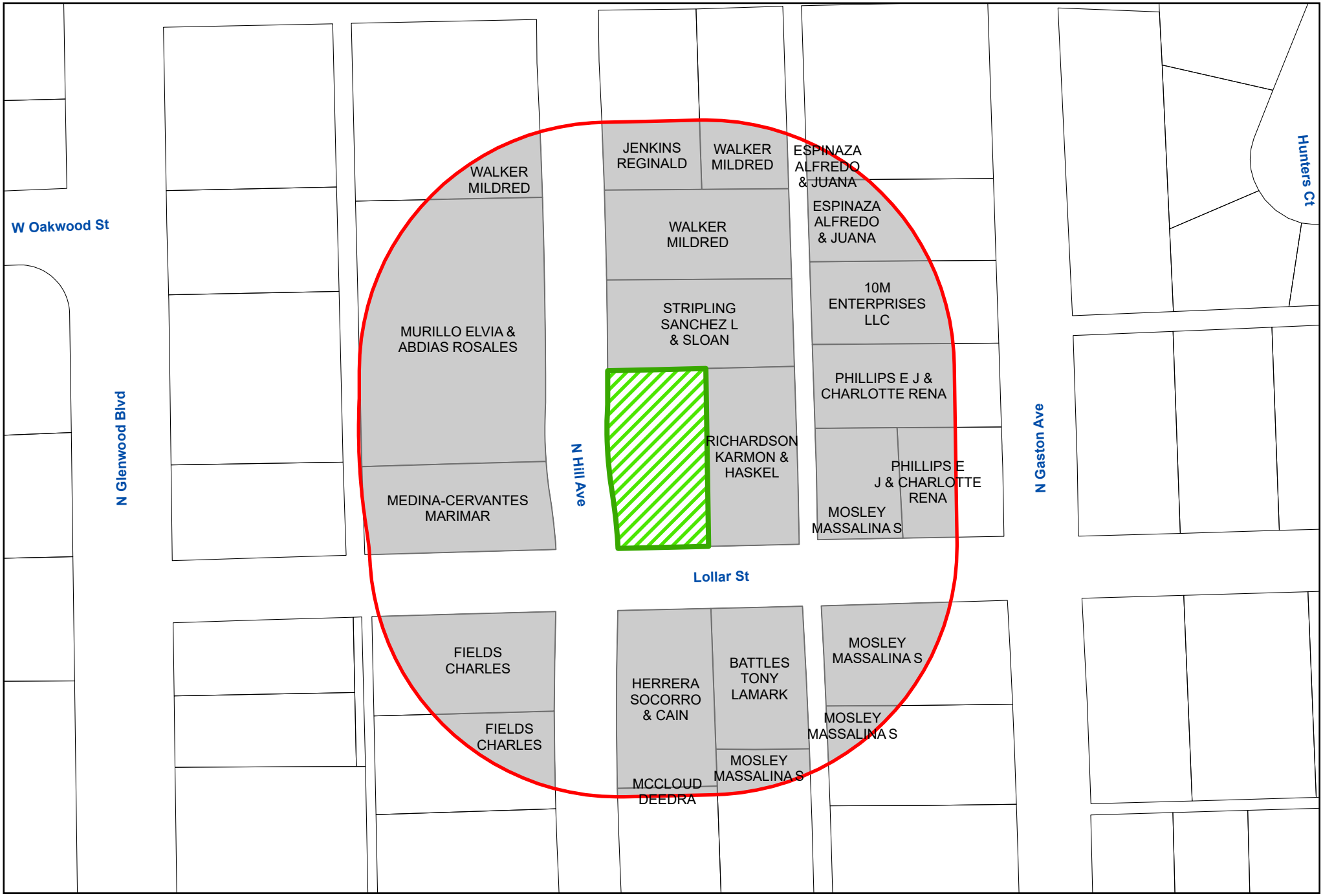
1 inch equals 200 feet

N

ZONING CASE

Zoning Case #: Z24-036
Current Zoning: R-MF
Proposed Zoning: R-1D
BLAS MURILLO

Subject Property



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1 inch equals 100 feet

N

ZONING CASE

Zoning Case #: Z24-036
Current Zoning: R-MF
Proposed Zoning: R-1D
BLAS MURILLO

Subject Property

200' Mailed Notification Area

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-4

Date: December 11, 2024

Subject: Z24-037 HOLLYWOOD THEATRES, INC (1250 SOUTH SOUTHWEST LOOP 323) Request that the City Council consider adoption of an Ordinance approving a zone change from 'M-1', Light Industrial District to 'C-2', General Commercial District.

Item Reference:

The applicant is requesting the zone change to allow for medical administration and clinic uses on Lot 3S of NCB 852-U, one lot containing approximately 8.31 acres of land located east of the southeast intersection of South Southwest Loop 323 and Shaw Street (1250 South Southwest Loop 323).

According to the Unified Development Code (UDC), the C-2 General Commercial District allows automobile garages and sales lots, hotels, restaurants, warehouses, offices, and retail establishments with outdoor display or storage of merchandise. The maximum building height allowed within the C-2 District is three stories or 45 feet in height. The setback requirements are 10 feet in the front, 10 feet in the rear, zero feet on the interior side (10 feet if abuts a residential district) and 15 feet on the corner side. The minimum lot area is 14,000 square feet. Off-street parking for commercial-type uses is determined by the specific use proposed. Properties with a commercial designation are subject to UDC Development Standards such as landscaping and tree preservation, bufferyards, and sign regulations.

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

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

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

The adjacent properties to the north, east, and south are zoned 'M-1', Light Industrial District and are developed with industrial uses. The adjacent property to the west is zoned 'M-1', Light Industrial District and is developed with storage units. The adjacent property to the west is zoned 'C-1', Light Commercial District and is developed with a restaurant.

This request is consistent with the Future Land Use Guide which identifies this property as Business/Office Park.

On December 3, 2024, the Planning and Zoning Commission held a public hearing for this request. There was no significant discussion.

As of Friday, December 6, 2024, of the 19 notices mailed, no notices were returned in favor or opposition to the request.

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

RECOMMENDATION:

The Planning and Zoning Commission by a 6-0 vote recommends approval of a zone change from 'M-1', Light Industrial District to 'C-2', General Commercial District.

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

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

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2024-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CHANGING THE ZONING FROM "M-1", LIGHT INDUSTRIAL DISTRICT TO "C-2", GENERAL COMMERCIAL DISTRICT ON LOT 3S OF NCB 852-U, ONE LOT CONTAINING APPROXIMATELY 8.31 ACRES OF LAND LOCATED EAST OF THE SOUTHEAST INTERSECTION OF SOUTH SOUTHWEST LOOP 323 AND SHAW STREET (1250 SOUTH SOUTHWEST LOOP 323); DIRECTING THE AMENDMENT OF THE FUTURE LAND USE GUIDE MAP; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

I. APPLICATION Z24-037

That the following described property, which has heretofore been zoned "M-1", Light Industrial District, shall hereafter bear the zoning classification of "C-2", General Commercial District, to wit:

> On Lot 3S of NCB 852-U, one lot containing approximately 8.31 acres of land located east of the southeast intersection of South Southwest Loop 323 and Shaw Street (1250 South Southwest Loop 323).

PART 2: That the City Manager is hereby ordered and directed to cause the zoning map to be amended to reflect the above described zoning and the Future Land Use Guide to reflect Single-Family Medium/Low Density.

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

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

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

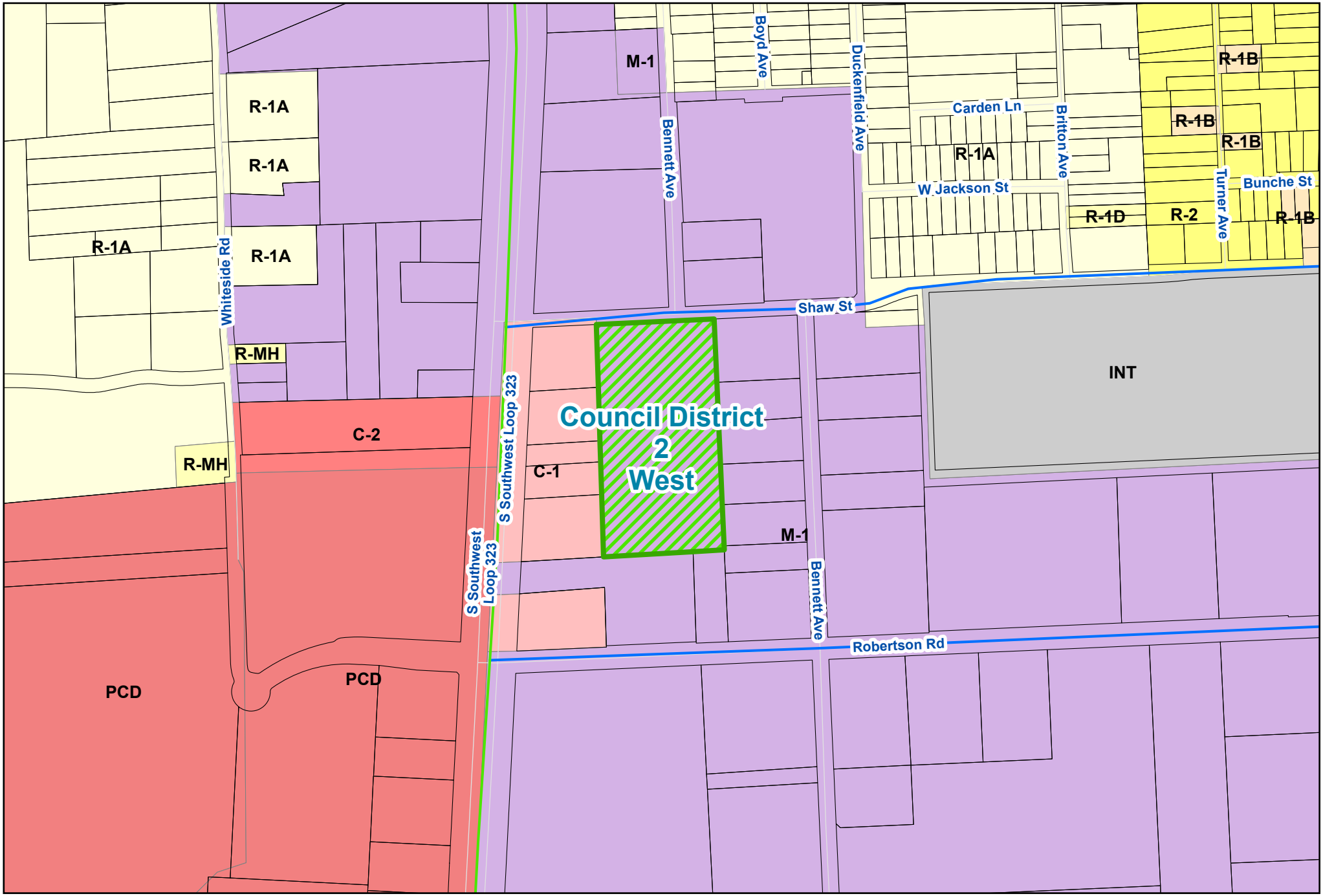
_____
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY



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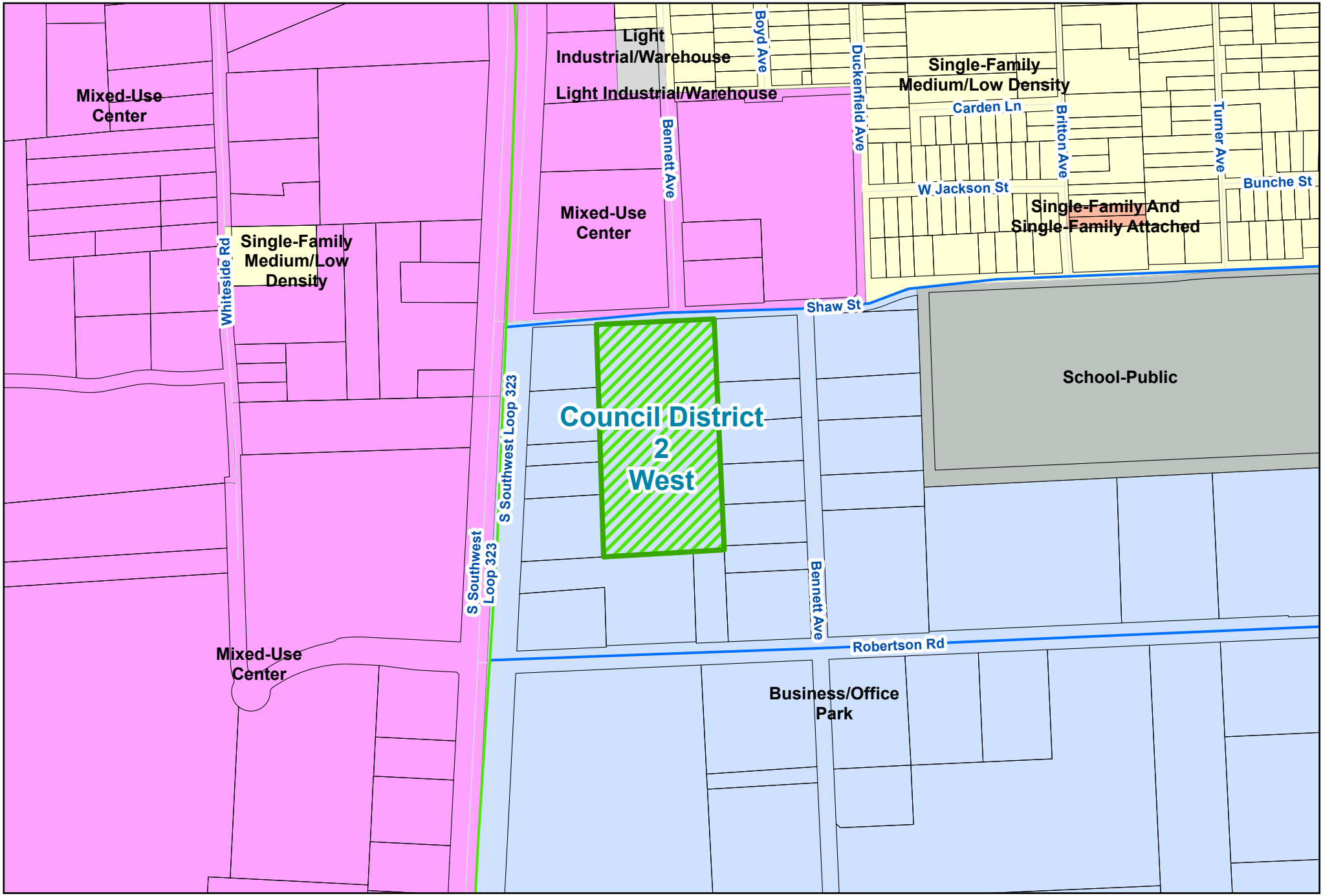
1 inch equals 450 feet

N

ZONING CASE

Zoning Case #: Z24-037
Current Zoning: M-1
Proposed Zoning: C-2
HOLLYWOOD THEATRES, INC

Subject Property



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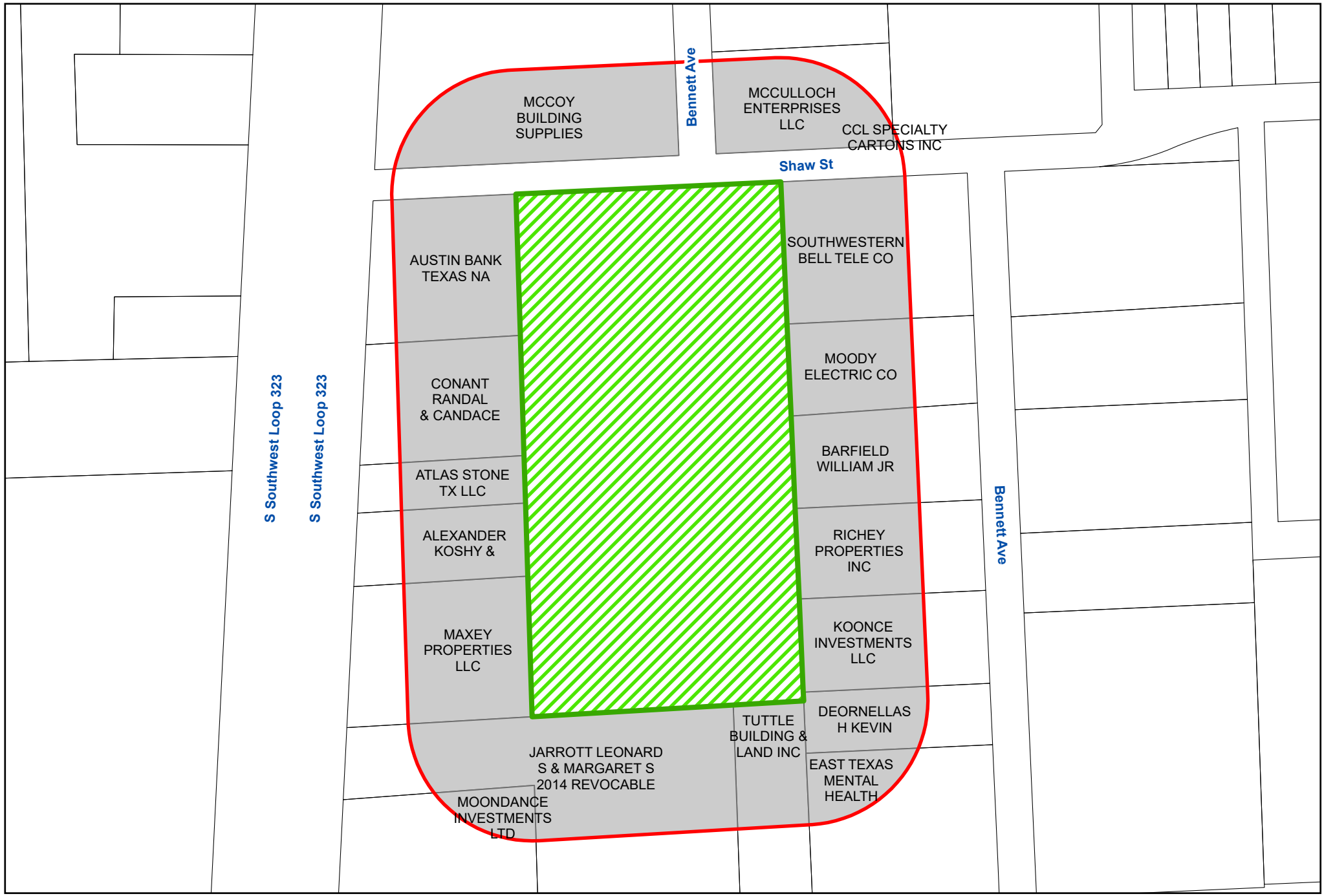
1 inch equals 450 feet

N

ZONING CASE

Zoning Case #: Z24-037
Current Zoning: M-1
Proposed Zoning: C-2
HOLLYWOOD THEATRES, INC

Subject Property



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

1 inch equals 200 feet

N

ZONING CASE

Zoning Case #: Z24-037
Current Zoning: M-1
Proposed Zoning: C-2
HOLLYWOOD THEATRES, INC

Subject Property

200' Mailed Notification Area

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-5

Date: December 11, 2024

Subject: PD24-029 KNAKEDODGE CAPITAL, LLC (6450 OAK HILL BOULEVARD) Request that the City Council consider adoption of an Ordinance approving a 'PMF', Planned Multi-Family District final site plan amendment.

Item Reference:

The applicant is requesting the zoning amendment to change the layout of the site on Lot 44H of NCB 1660-A, one lot containing approximately 12.37 acres of land located north of the northeast intersection of Elkton Trail and Oak Hill Boulevard (6450 Oak Hill Boulevard).

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

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

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

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

a. A variety of housing types, employment opportunities, or commercial services to achieve a balanced community;

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

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

The adjacent properties to the north are zoned AG, Agricultural District and C-1, Light Commercial District and are currently undeveloped. The adjacent properties to the east, south and west are zoned C-1, Light Commercial District and are developed with commercial uses, a memory care facility, and is undeveloped.

The request is consistent with the adopted Tyler 1st Future Land Use Guide which identifies this property as Mixed Use Center.

In 2022 this property was rezoned from 'C-1', Light Commercial District to 'PMF', Planned Multi-Family Residential District. The approved site plan allowed for a gated, two-story, quadplex community of 80 units with a density of 6.47 units per acre. The proposed amendment to this site plan proposes ten three-story buildings and one stand-alone clubhouse with a density of 19.43 units per acre and generally follows the same layout and type of housing as what was originally approved.

On December 3, 2024, the Planning and Zoning Commission held a public hearing for this request. Bob Breedlove, representing the applicant, discussed that the units will be 1-2 bedrooms.

As of Friday, December 6, 2024, of the 18 notices mailed, one was returned in favor and no notices were received in opposition to the request.

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

RECOMMENDATION:

The Planning and Zoning Commission by a 6-0 vote recommends approval of a 'PMF', Planned Multi-Family District final site plan amendment.

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

Drafted/Recommended By:

Department Leader Kyle Kingma, AICP, Planning Director

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2024-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY APPROVING THE "PMF", PLANNED MULTI-FAMILY RESIDENTIAL DISTRICT FINAL SITE PLAN AMENDMENT ON LOT 44H OF NCB 1660-A, ONE LOT CONTAINING APPROXIMATELY 12.37 ACRES OF LAND LOCATED NORTH OF THE NORTHEAST INTERSECTION OF ELKTON TRAIL AND OAK HILL BOULEVARD (6450 OAK HILL BOULEVARD); DIRECTING THE AMENDMENT OF THE ZONING MAP; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

I. APPLICATION PD24-024

That the existing site development plan is hereby amended by approving the narrative attached hereto as Exhibit "A" on the following described property zoned "PMF", Planned Multi-Family Residential District, to wit:

> On Lot 44H of NCB 1660-A, one lot containing approximately 12.37 acres of land located north of the northeast intersection of Elkton Trail and Oak Hill Boulevard (6450 Oak Hill Boulevard) and in accordance with the Final Site Plan in Exhibit "A" attached hereto and incorporated herein.

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

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

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

be permitted to continue, shall be deemed a separate offense. Since this ordinance has a penalty for violation, it shall not become effective until after its publication in the newspaper as provided by Section 85 of the Charter of the City of Tyler, Texas, which date is expected to be December 13th, 2024.

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

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

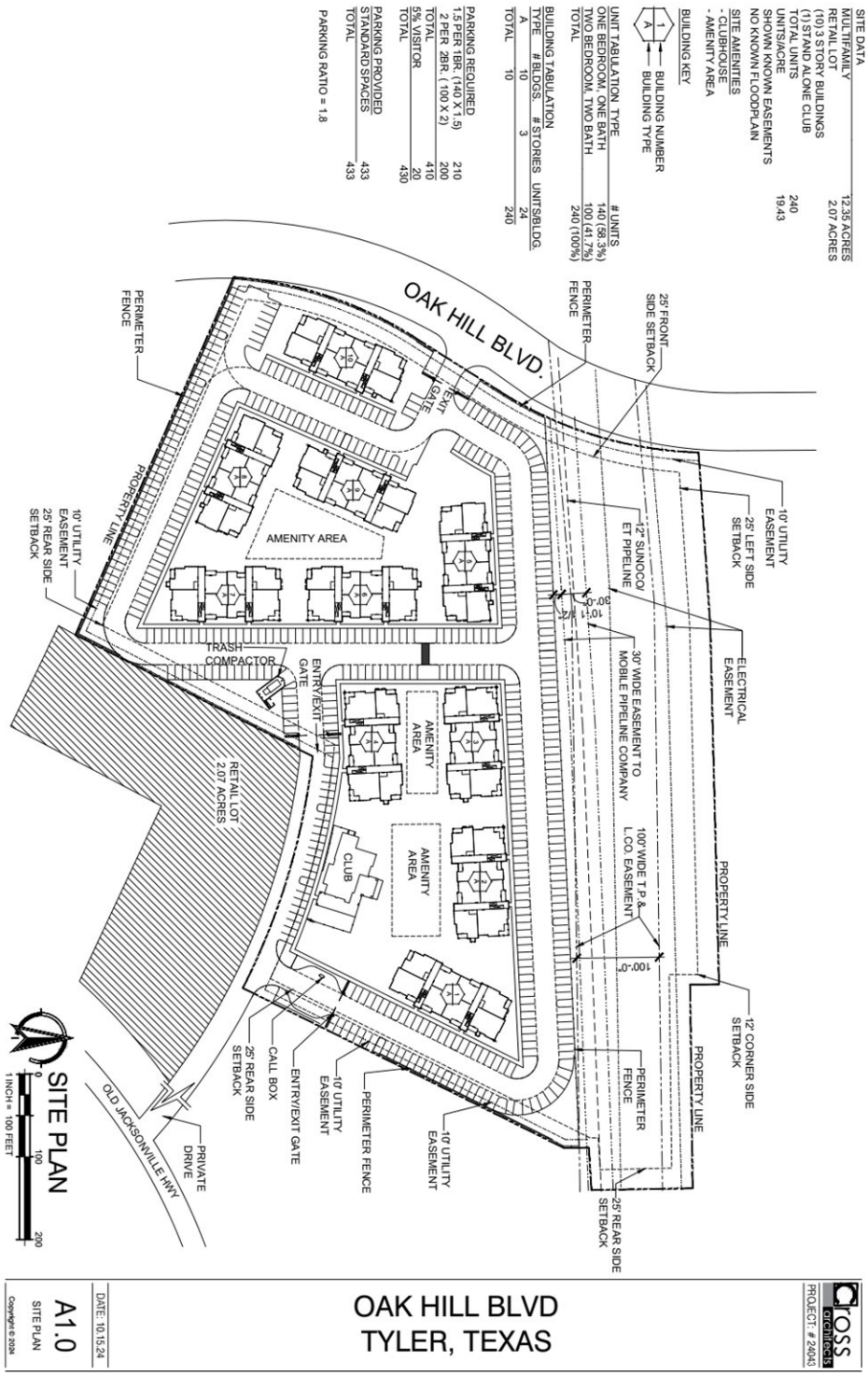
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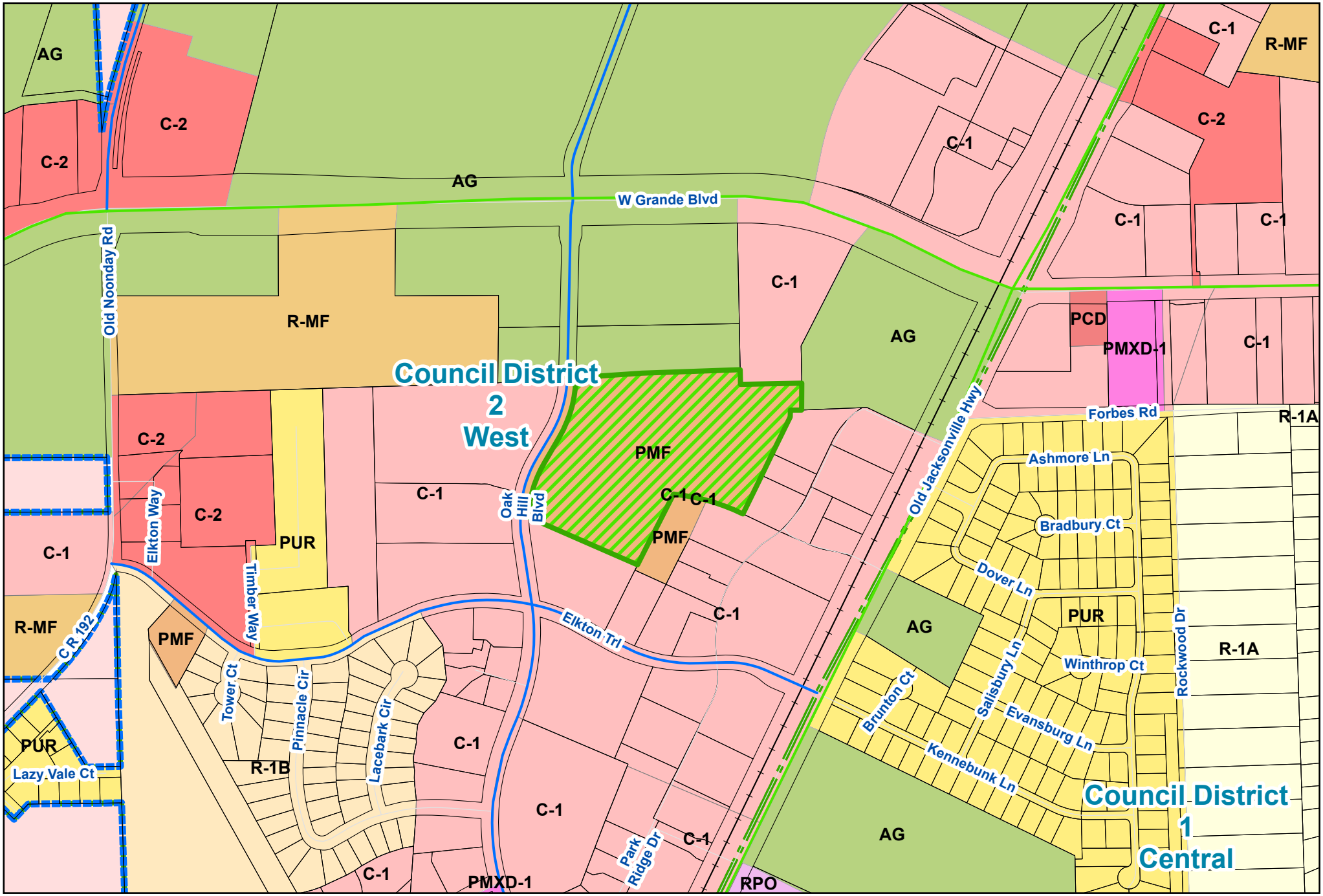
_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

ORDINANCE NO. O-2024-
EXHIBIT "A"
FINAL SITE PLAN





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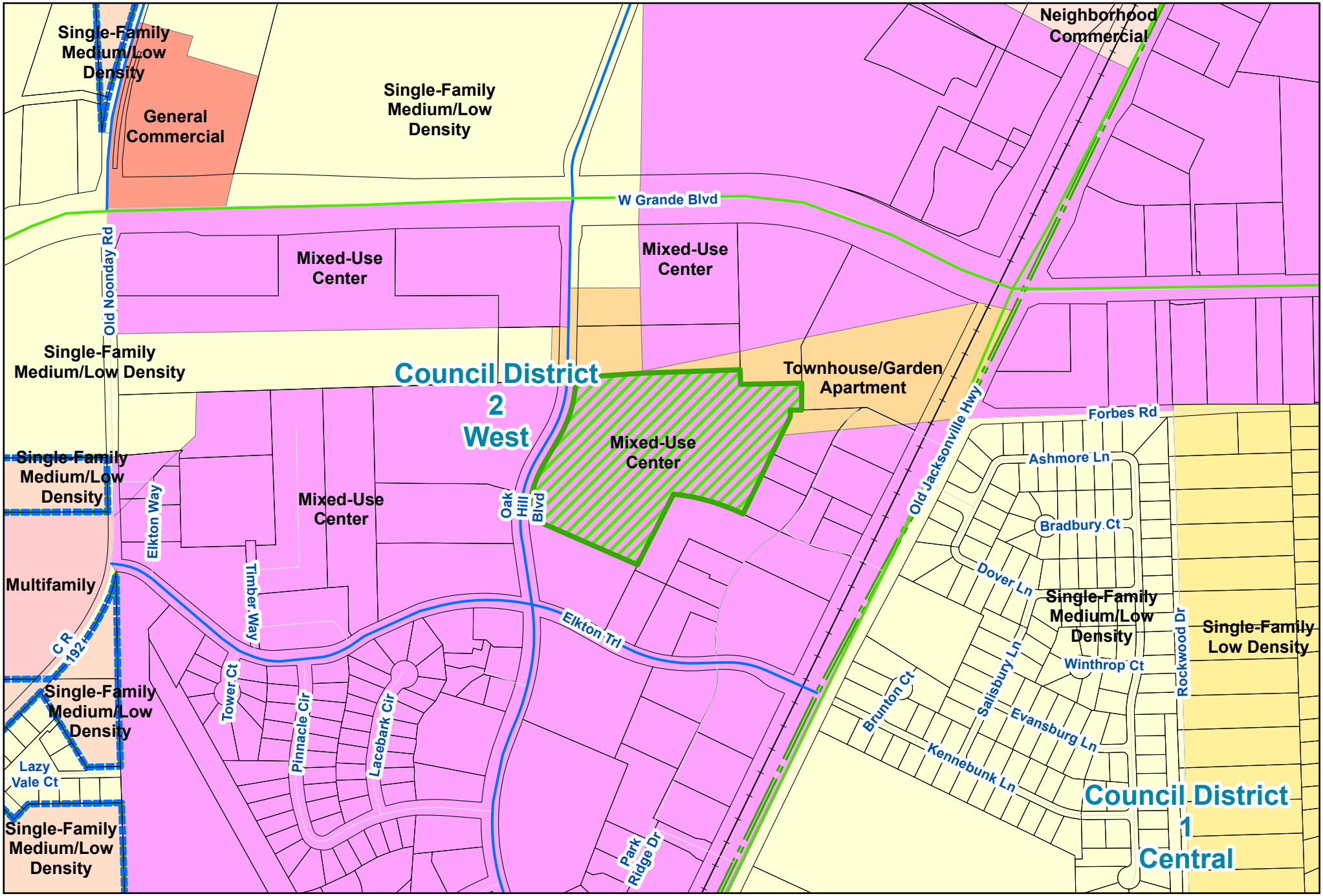
1 inch equals 500 feet

N

ZONING CASE

Zoning Case #: PD24-029
Current Zoning: PMF
Proposed Zoning: SITE PLAN AMENDMENT
KNAKEDODGE CAPITAL, LLC

Subject Property
City Limits
Council District Boundary



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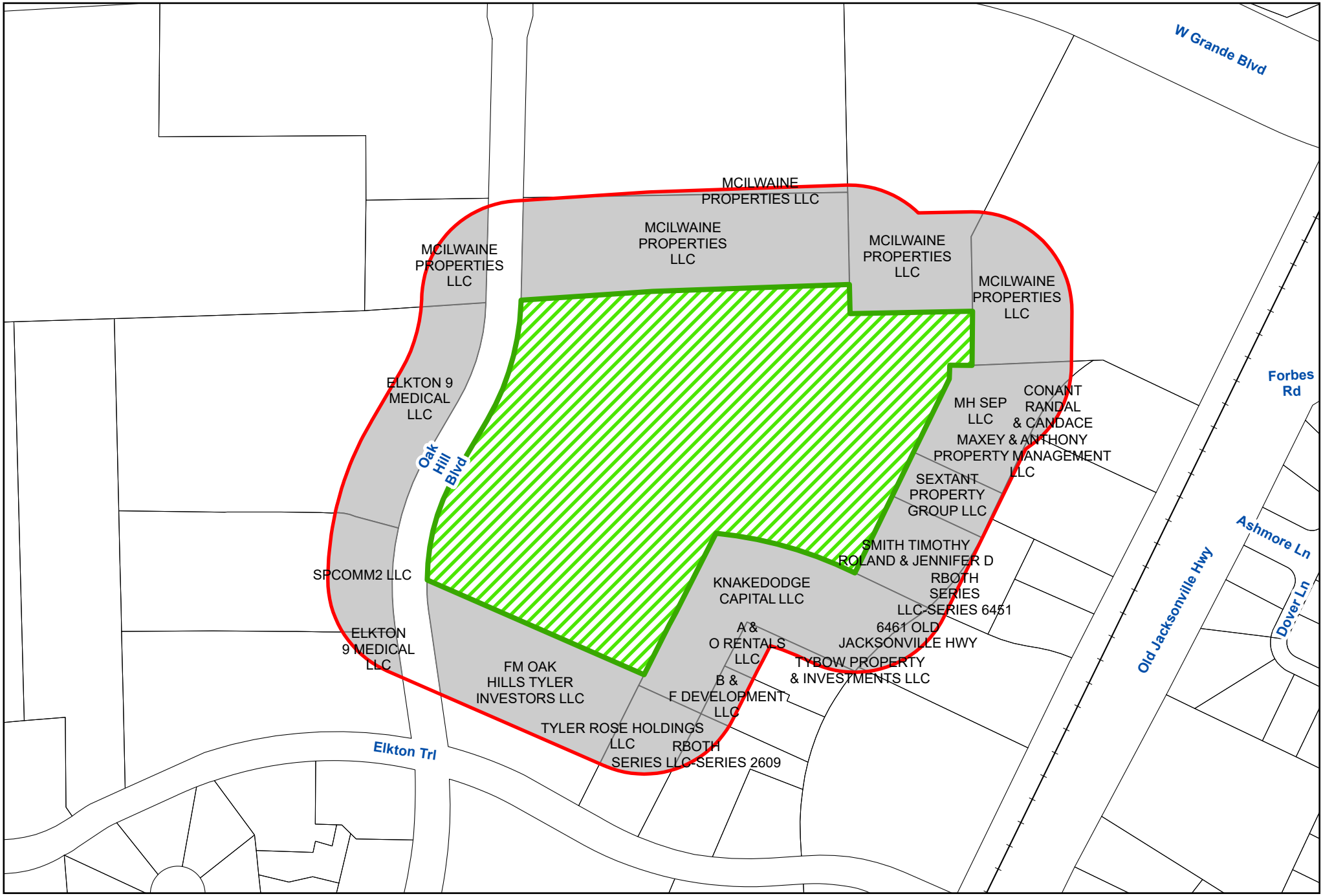
1 inch equals 500 feet

N

ZONING CASE

Zoning Case #: PD24-029
Current Zoning: PMF
Proposed Zoning: SITE PLAN AMENDMENT
KNAKEDODGE CAPITAL, LLC

Subject Property
City Limits
Council District Boundary



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1 inch equals 250 feet

N

ZONING CASE

Zoning Case #: PD24-029
Current Zoning: PMF
Proposed Zoning: SITE PLAN AMENDMENT
KNAKEDODGE CAPITAL, LLC

Subject Property

200' Mailed Notification Area

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-6

Date: December 11, 2024

Subject: PD24-031 SHACKLEFORD CREEK LAND COMPANY LLC (986, 989, 990, 994, 995, 998, 999, 1002, 1003, 1006, 1007, 1010, 1042, 1046, 1060, 1064, 1068, 1072, AND 1076 MARSH FARM ROAD) Request that the City Council consider adoption of an Ordinance approving a zone change from 'R-1A', Single-Family Residential District to 'PUR', Planned Unit Residential District with a site narrative.

Item Reference:

The applicant is requesting the zone change to allow for single-family homes with smaller setbacks on Lots 1-69 of ABST I-22.2D and 8.40 acre portion of Tract 1A, 70 lots containing approximately 23.70 acres of land located south of the southeast intersection of Marsh Farm Road and Caddo Ridge Cv (9506, 9507, 9512, 9513, 9519, 9520, 9525, 9530, 9531, 9537, 9538, 9543, 9546, 9549, 9554, 9555, 9560, 9561, 9566, 9567, 9570, 9573, 9574, 9578, 9581, 9582, 9586, 9590, 9594, 9602, and 9606 Friedlander Way and 2000, 2001, 2005, 2006, 2010, 2011, 2014, 2017, 2020, 2023, 2026, 2029, 2030, 2032, 2035, 2041, 2044, 2047, 2050, 2053, 2056, 2059, 2062, 2065, 2068, 2069, 2072, 2075, 2078, 2079, 2082, 2083, 2086, 2087, 2090, 2091, 2095, and 2099 Locklear Lane, and 8.40 acre portion of 1067 Marsh Farm Road).

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

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

a. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;

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

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

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

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

The adjacent properties to the east and west are zoned 'R-1B', Single-Family Residential District and are undeveloped. The adjacent property to the south is outside the City limits and is undeveloped. The adjacent properties to the north are zoned 'R-1A', Single-Family Residential District and are undeveloped.

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

The site narrative proposes a six-foot-tall wrought iron fence along the front property line on lots exceeding 0.5 acres and with a front yard setback of at least 50 feet. Gate setbacks and all other requirements will comply with UDC regulations for 'R-1A' zoning.

On December 3, 2024, the Planning and Zoning Commission held a public hearing for this request. There was no significant discussion.

As of Friday, December 6, 2024, of the four notices mailed, no notices were returned in favor or in opposition to the request.

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

RECOMMENDATION:

The Planning and Zoning Commission by a 6-0 vote recommends approval of a zone change from 'R-1A', Single-Family Residential District to 'PUR', Planned Unit Residential District with a final site narrative.

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

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

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2024-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CHANGING THE ZONING FROM "R-1A", SINGLE-FAMILY RESIDENTIAL DISTRICT TO "PUR", PLANNED UNIT RESIDENTIAL DISTRICT WITH A FINAL SITE NARRATIVE ON LOTS 1-11, 12A, 13A, 14A, AND 15-19 OF CADDO WOODS AT THE BROOKS U-2, 19 LOTS CONTAINING APPROXIMATELY 14.23 ACRES OF LAND LOCATED WEST OF THE INTERSECTION OF FRIEDLANDER WAY AND MARSH FARM ROAD (986, 989, 990, 994, 995, 998, 999, 1002, 1003, 1006, 1007, 1010, 1042, 1046, 1060, 1064, 1068, 1072, AND 1076 MARSH FARM ROAD); DIRECTING THE AMENDMENT OF THE ZONING MAP; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

I. APPLICATION PD24-031

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

> On Lots 1-11, 12A, 13A, 14A, and 15-19 of Caddo Woods at the Brooks U-2, 19 lots containing approximately 14.23 acres of land located west of the intersection of Friedlander Way and Marsh Farm Road (986, 989, 990, 994, 995, 998, 999, 1002, 1003, 1006, 1007, 1010, 1042, 1046, 1060, 1064, 1068, 1072, and 1076 Marsh Farm Road) and in accordance with the final site plan in Exhibit "A" attached hereto and incorporated herein.

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

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

PART 4: That any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine as provided in Section 1-4 of the Tyler Code. Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Since this ordinance has a penalty for violation, it shall not become effective until after its publication in the newspaper as provided by Section 85 of the Charter of the City of Tyler, Texas, which date is expected to be December 13th, 2024.

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

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

A T T E S T:

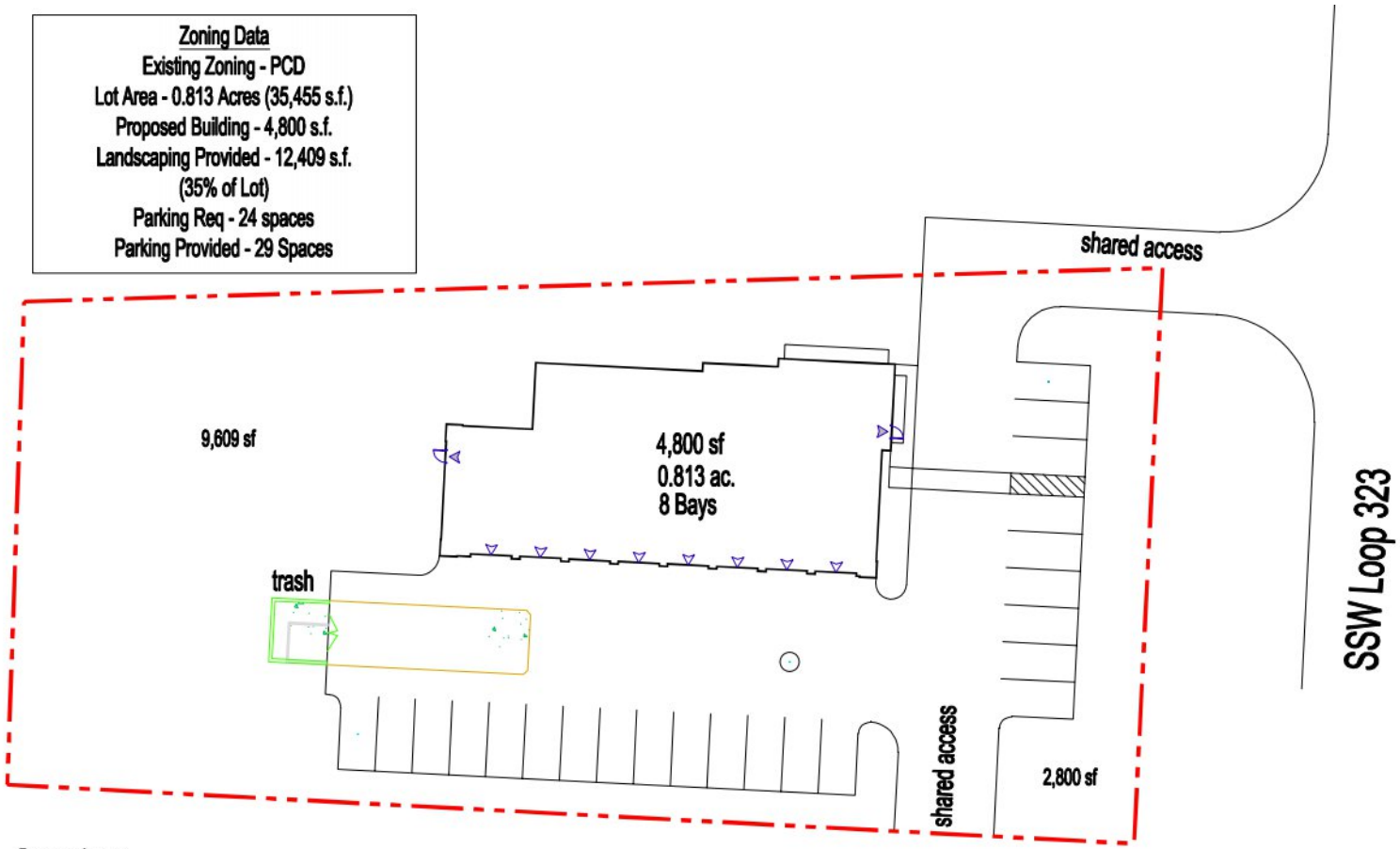
_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

ORDINANCE NO. O-2024-
EXHIBIT "A"
FINAL SITE PLAN

Zoning Data
Existing Zoning - PCD
Lot Area - 0.813 Acres (35,455 s.f.)
Proposed Building - 4,800 s.f.
Landscaping Provided - 12,409 s.f.
(35% of Lot)
Parking Req - 24 spaces
Parking Provided - 29 Spaces



Proposed uses:

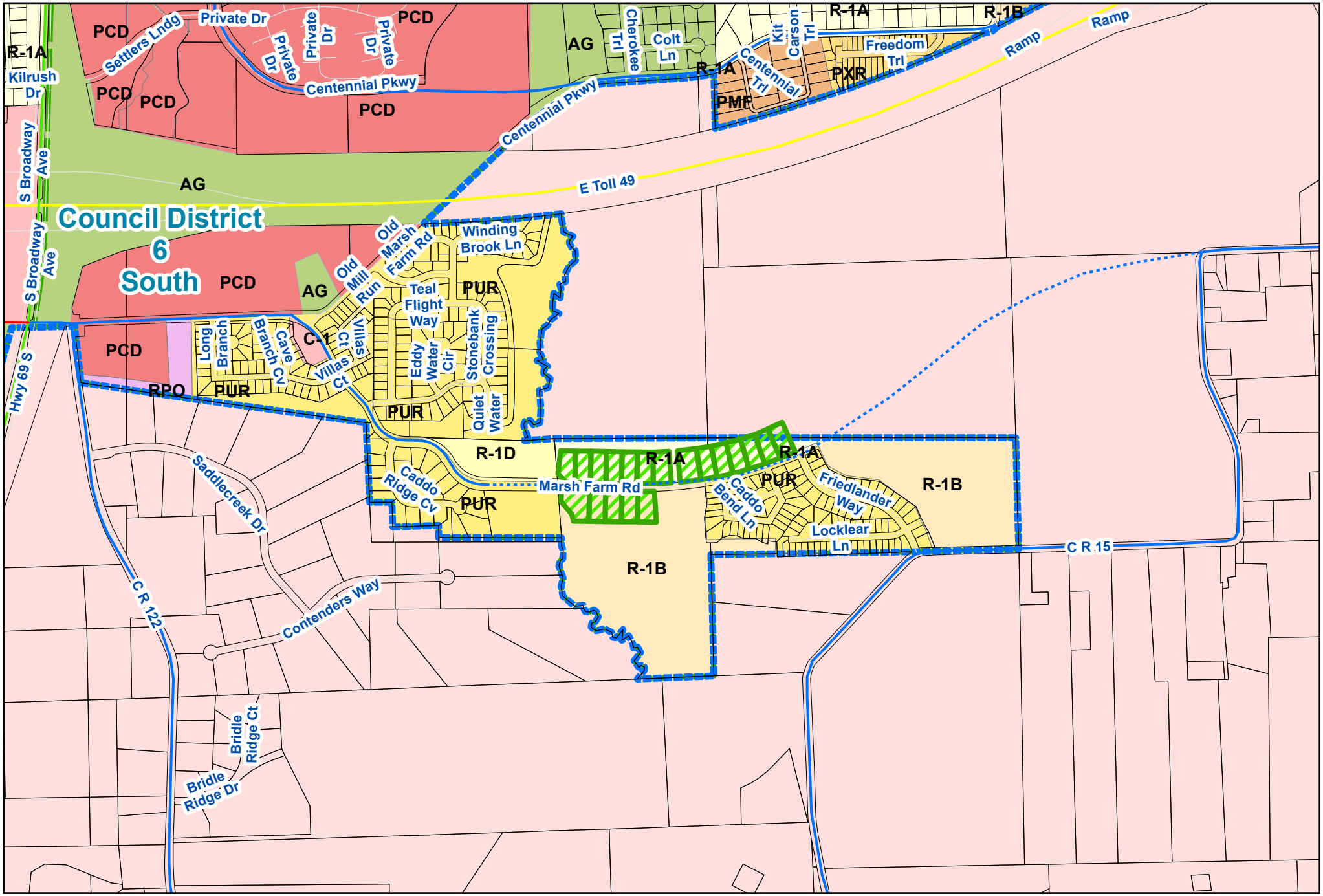
AUTO REPAIR & MAINTENANCE

BRAKES
BRAKE INSPECTION
BRAKE PADS
BRAKE ROTORS

MAINTENANCE
AIR FILTER
ALIGNMENT
BATTERIES
COOLING SYSTEM
DIFFERENTIAL & TRANSFER CASE
FUEL FILTER
FUEL SYSTEM CLEANING
HEADLIGHTS
OIL CHANGE
POWER STEERING
PRE-PURCHASE INSPECTION
SCHEDULED MAINTENANCE
TIRE ROTATION
TRANSMISSION
TUNE-UP
WINDSHIELD WIPERS

REPAIR SERVICE
AIR CONDITIONING
CLUTCH
CV JOINTS, BOOTS & AXLES
DIAGNOSTIC
EXHAUST
RADIATOR
SERPENTINE BELT
SHOCKS & STRUTS
STARTER & ALTERNATOR
STEERING & SUSPENSION

Notes:
All work to be performed inside a fully enclosed structure.
No outdoor display or storage of vehicles permitted.



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1 inch equals 1,000 feet

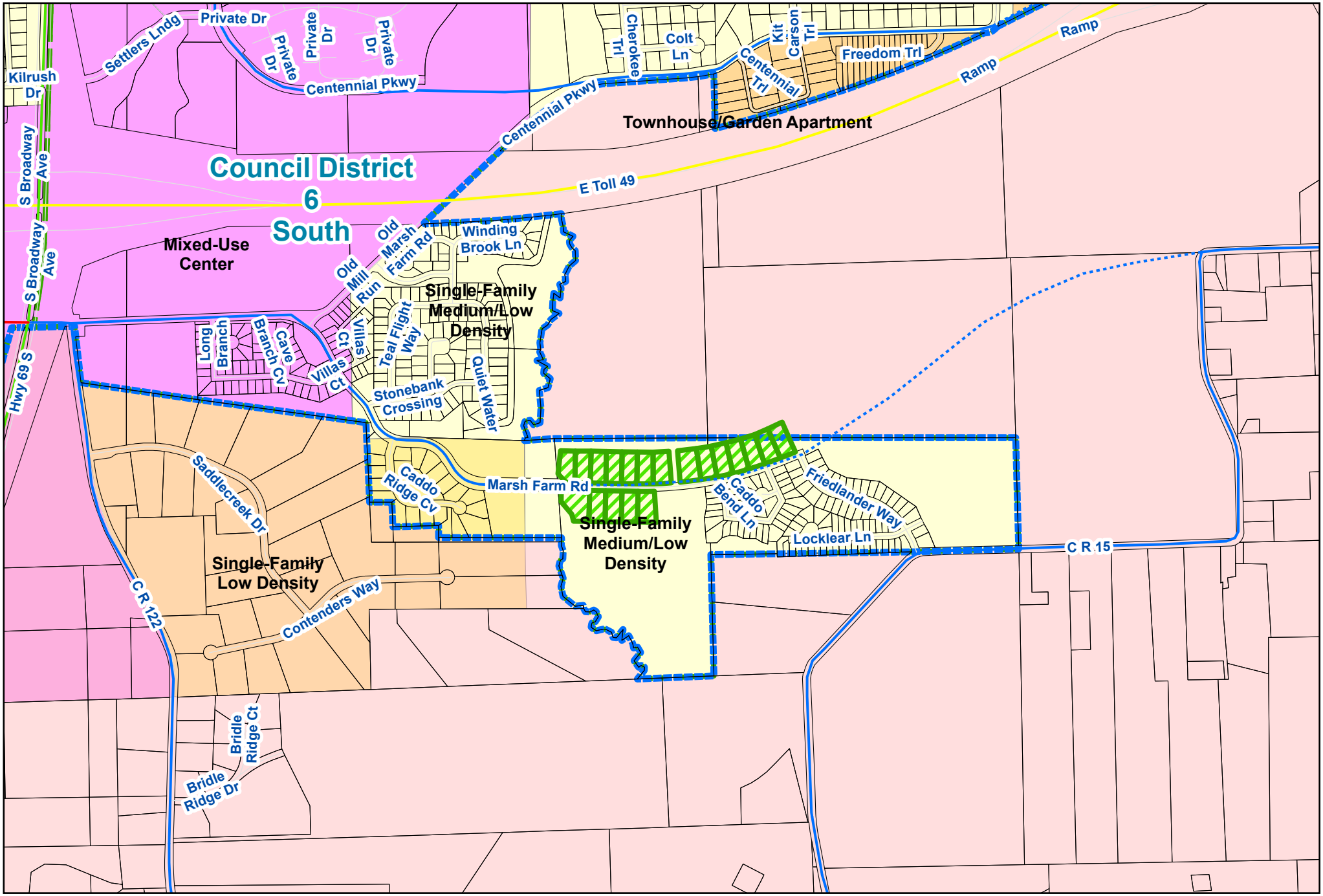
N

ZONING CASE

Zoning Case #: PD24-031
Current Zoning: R-1A
Proposed Zoning: PUR
SHACKLEFORD CREEK LAND COMPANY LLC

Subject Property

City Limits



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1 inch equals 1,000 feet

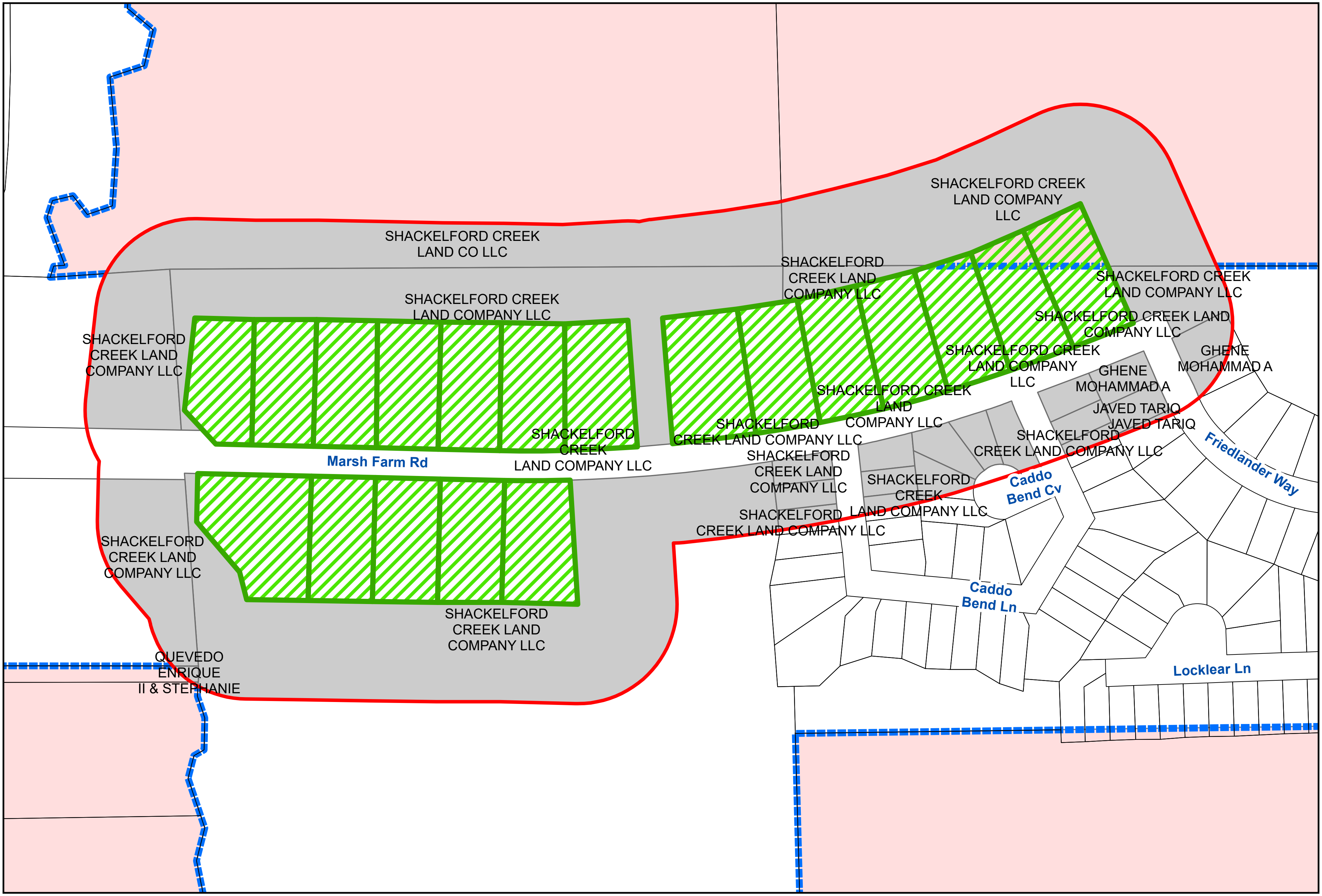
N

ZONING CASE

Zoning Case #: PD24-031
Current Zoning: R-1A
Proposed Zoning: PUR
SHACKLEFORD CREEK LAND COMPANY LLC

Subject Property

City Limits



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1 inch equals 250 feet

N

ZONING CASE

Zoning Case #: PD24-031
Current Zoning: R-1A
Proposed Zoning: PUR
SHACKELFORD CREEK LAND COMPANY LLC

Subject Property
200' Mailed Notification Area
City Limits

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-7

Date: December 11, 2024

Subject: PD24-033 MAJESTY EVENT CENTER (900 WEST BOW STREET) Request that the City Council consider adoption of an Ordinance approving a zone change from 'M-1', Light Industrial District to 'PMXD-1', Planned Mixed-Use District 1 with a site narrative.

Item Reference:

The applicant is requesting the zone change for allow for the property to be used as a multi-use veterans center on Lot 63A of NCB 384-A, one lot containing approximately 1.54 acres of land located at the southwest intersection of North Palace Avenue and West Bow Street (900 West Bow Street).

According to the Unified Development Code (UDC), the 'PMXD-1', Planned Mixed Use District is primarily intended to implement the Tyler 1st Comprehensive Plan by promoting a mix of residential, retail, and services, office, institutional, park and government uses. The 'PMXD'-1 district is intended for areas near key intersections of major arterial roadways, and other areas with access to a full range of public facilities and infrastructure. All developments created in a 'PMXD-1' district must be designed and developed in accordance with an approved site development plan or a written narrative detailing the development parameters with sufficient detail that it can be evaluated and submitted for approval to the Planning Commission and City Council. Where narrative is submitted and approved by the City Council, future site plans may be approved by staff when they are consistent with the standards included in the narrative.

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

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

In addition to the zoning change criteria above, the City Council will consider the following specific

objectives and criteria for approving any type of planned district currently permitted in this code:

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

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

The adjacent properties are zoned "C-2", General Commercial District and "R-MF", Multi-Family Residential District and are generally developed with a mixture of commercial properties and residential homes.

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

The applicant is proposing to utilize the existing building on the property as a multi-use facility housing up to 80 veterans recovering from alcoholism or drug addiction. The facility will provide programs and services to allow the residents to live self-sustaining lives after leaving the facility. The applicant is proposing the zone change to allow for rehab and multi-family uses, in addition to any other uses that compliment the mission of the facility. The existing building is proposed to remain as is, with internal remodeling only.

On December 3, 2024, the Planning and Zoning Commission held a public hearing for this request. The applicant was present to answer any questions. There was no significant discussion.

As of Friday, December 6, 2024, of the 27 notices mailed, two notices were returned in favor and none were returned in opposition to the request.

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

RECOMMENDATION:

The Planning and Zoning Commission by a 6-0 vote recommends approval of the zone change from 'M-1', Light Industrial District to 'PMXD-1', Planned Mixed-Use District 1 with a site narrative.

Attachments:
Ordinance

Location Map
Future Land Use Guide Map
Notification Map

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

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2024-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CHANGING THE ZONING FROM "M-1", LIGHT INDUSTRIAL DISTRICT TO "PMXD-1", PLANNED MIXED-USE DISTRICT 1 WITH A FINAL SITE NARRATIVE ON LOT 63A OF NCB 384-A, ONE LOT CONTAINING APPROXIMATELY 1.54 ACRES OF LAND LOCATED AT THE SOUTHWEST INTERSECTION OF NORTH PALACE AVENUE AND WEST BOW STREET (900 WEST BOW STREET); DIRECTING THE AMENDMENT OF THE ZONING MAP; DIRECTING THE AMENDMENT OF THE FUTURE LAND USE GUIDE MAP; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

I. APPLICATION PD24-033

That the following described property, which has heretofore been zoned "M-1", Light Industrial District to "PMXD-1", Planned Mixed-Use District 1 with a final site narrative, to wit:

> On Lot 63A of NCB 384-A, one lot containing approximately 1.54 acres of land located at the southwest intersection of North Palace Avenue and West Bow Street (900 West Bow Street) and in accordance with the Final Site Narrative in Exhibit "A" attached hereto and incorporated herein.

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

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

PART 4: That any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished

by a fine as provided in Section 1-4 of the Tyler Code. Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Since this ordinance has a penalty for violation, it shall not become effective until after its publication in the newspaper as provided by Section 85 of the Charter of the City of Tyler, Texas, which date is expected to be December 13th, 2024.

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

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

A T T E S T:

APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

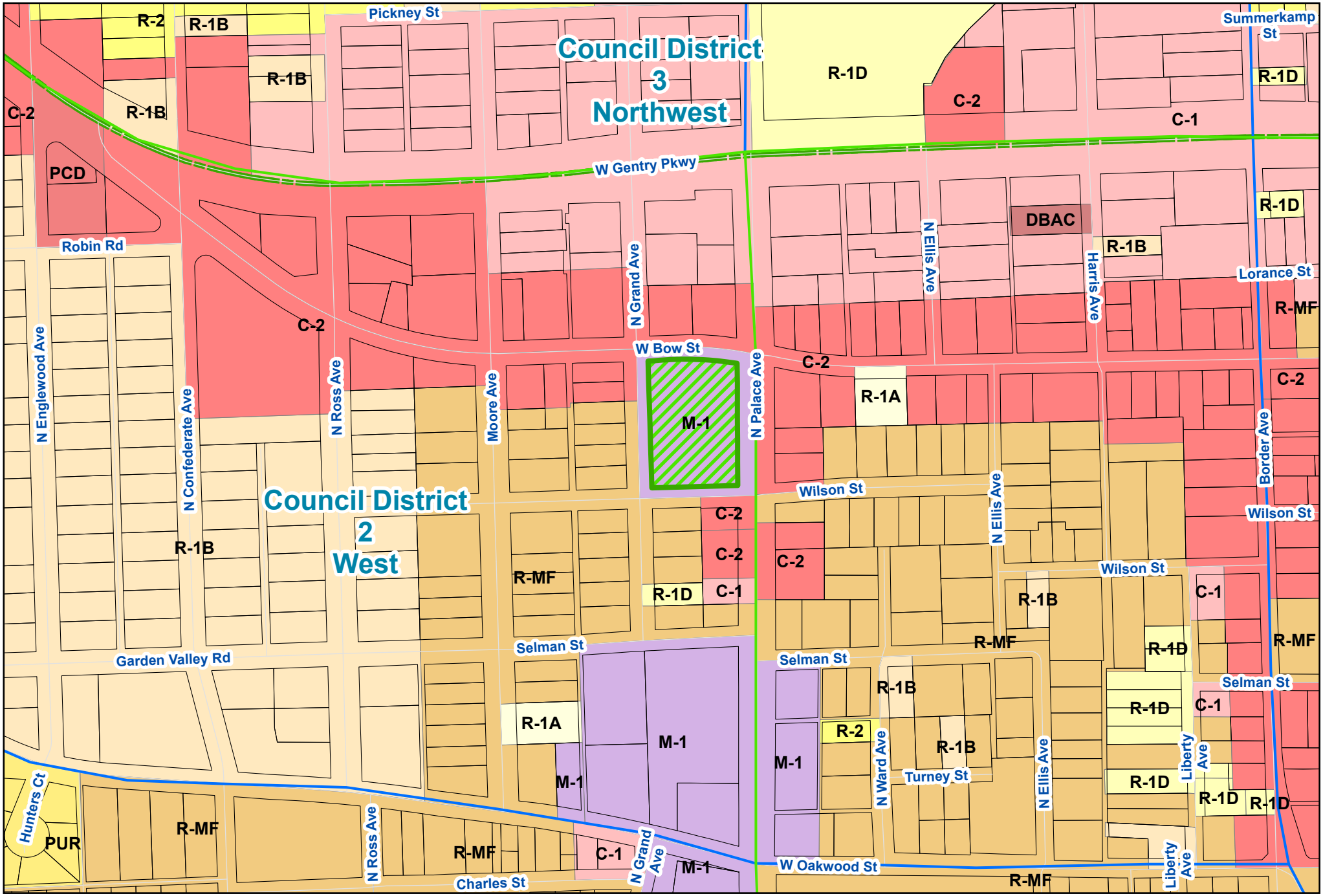
ORDINANCE NO. O-2024-
EXHIBIT "A"
FINAL SITE NARRATIVE

PD24-033 Majesty Event Center Site Narrative:

Approved Uses:
-Rehab and Recovery Facility
-Multi-Family
-Other uses as allowed per PMXD-1 Use Table

*Dimensional standards and uses restricted to the current footprint of the existing building. Changes must be done by way of an approved Site Plan Amendment.

All other standards to be per "C-1" Light Commercial District.



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

1 inch equals 300 feet

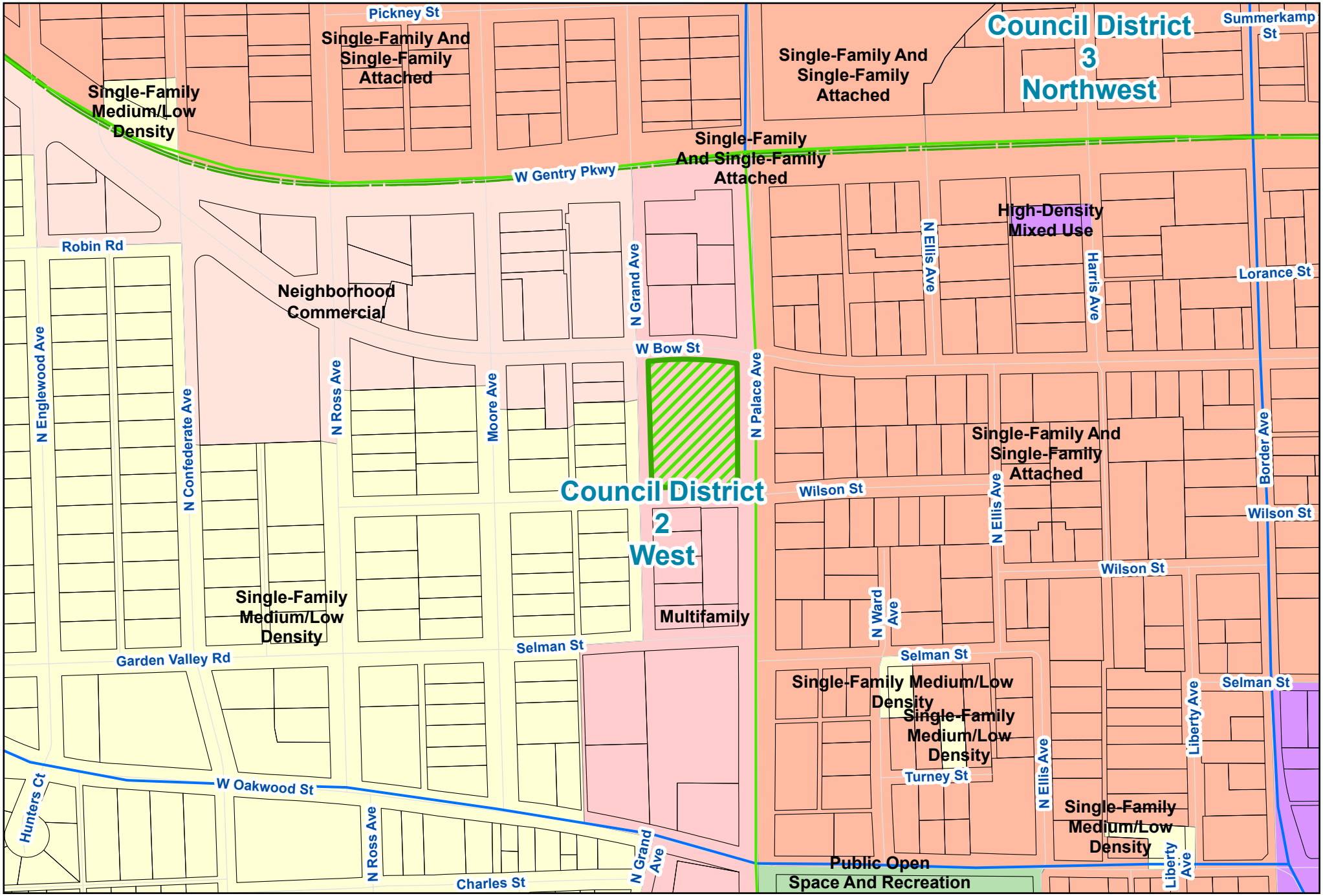
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ZONING CASE

Zoning Case #: PD24-033
Current Zoning: M-1
Proposed Zoning: PMXD-1
MAJESTY EVENT CENTER

Subject Property

Council District Boundary



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1 inch equals 300 feet

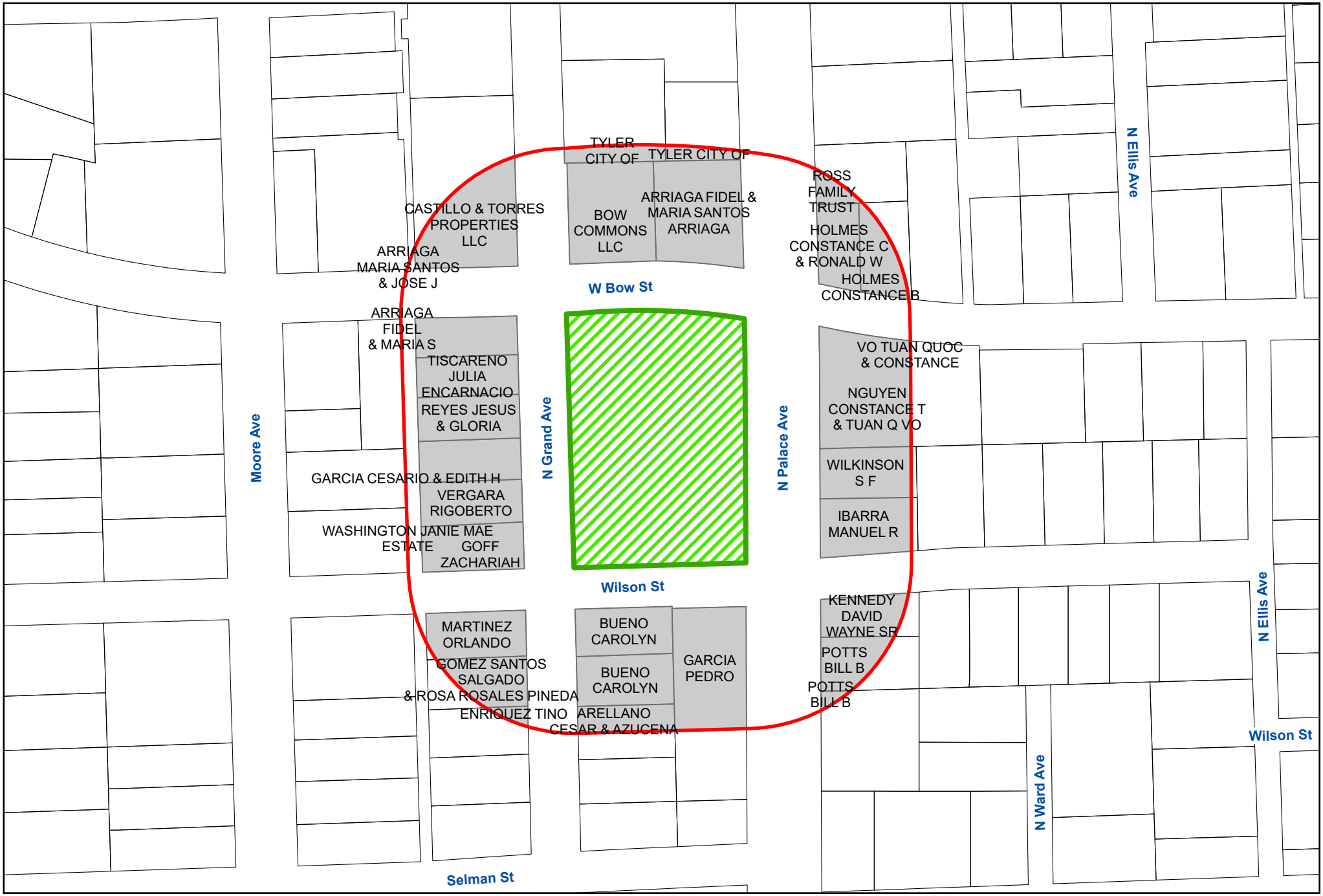
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ZONING CASE

Zoning Case #: PD24-033
Current Zoning: M-1
Proposed Zoning: PMXD-1
MAJESTY EVENT CENTER

Subject Property

Council District Boundary



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

1 inch equals 150 feet

N

ZONING CASE

Zoning Case #: PD24-033
Current Zoning: M-1
Proposed Zoning: PMXD-1
MAJESTY EVENT CENTER

Subject Property

200' Mailed Notification Area

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. R-1

Date: December 11, 2024

Subject: Request that the City Council consider adopting a Resolution authorizing the City Manager to execute a Local On-System Agreement (LOSA) with the Texas Department of Transportation (TXDOT) for the 2024 Pedestrian Access Improvement Project.

Item Reference: **2024-11-13 C-A-15**

The City of Tyler MPO completed a Pedestrian Access Study and Active Tyler Transportation Plan that studied and recommended additional sidewalk projects to improve pedestrian access across the city. Additionally, the City of Tyler Engineering Department regularly receives and tracks citizen input for desired sidewalk improvements and repairs.

The 2024 Half Cent Sales Tax Annual Work Plan proposed a recurring annual program to continue work on pedestrian access improvements. Design services began in the summer of 2024 with MHS Design and Planning. Nine separate areas were designed and bid that were estimated to fit the 2024 annual budget. The proposed 2024 Pedestrian Access Improvement Project targets better access for transit stops and safer pedestrian access to parks. Because some project areas are located in the Texas Department of Transportation (TXDOT) Right-of-Way (ROW), a Local On-System Agreement (LOSA) between the City of Tyler and TXDOT is required. This agreement authorizes the city to construct the proposed improvements inside TXDOT ROW at no cost to TXDOT. The city's Half Cent Sales Tax Program will fund the improvements.

RECOMMENDATION:

Request that the City Council consider adopting a Resolution authorizing the City Manager to execute a Local On-System Agreement with the Texas Department of Transportation (TXDOT) for the 2024 Pedestrian Access Improvement Project.

Attachments:
LOSA Resolution

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

Edited/Submitted By:
City Manager

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, COMMITTING THE CITY OF TYLER TO PERFORM OR CAUSE TO BE PERFORMED CERTAIN PROJECT(S) WITH NO REQUIRED MATCH FROM TXDOT; AUTHORIZING AND DIRECTING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO NEGOTIATE, FINALIZE, AND EXECUTE A LOCAL ON-SYSTEM AGREEMENT (AND ANY AND ALL OTHER DOCUMENTS INCIDENT TO SAME) FOR SAID PURPOSES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS APPROVED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

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

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and,

WHEREAS, the City of Tyler has requested that the State allow the City of Tyler to participate in the improvement described as " 2024 Pedestrian Access Improvement Project " (hereinafter referred to as the "Project") by funding said improvement; and,

WHEREAS, the total estimated Project cost is $272,220.00, and the City of Tyler commits to performing or causing to be performed the Project; and,

WHEREAS, the Texas Department of Transportation ("TXDOT") is not responsible for committing funds towards the construction of the Project; and,

WHEREAS, the City of Tyler shall be responsible for any cost overruns; NOW THEREFORE,

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

Section 1. That the findings set out in the preamble to this resolution are hereby in all things approved and adopted.

Section 2. That the City of Tyler shall perform or cause to be performed the Project.

Section 3. That the City Manager or the City Manager's designee and any other official of the City as shall be required are hereby authorized and directed to negotiate, finalize, and execute, as approved by the City Attorney's Office, a Local On-System Agreement (and any and all other documents incident to same) by and between the City of Tyler and the State for the purposes of carrying out the Project mentioned in this resolution with no required match from TXDOT.

Section 4. That the meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

Section 5. That this resolution shall become effective immediately from and after its passage.

PASSED AND APPROVED this ____ day of _____, 2024.

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

A T T E S T:

APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. O-1

Date: December 11, 2024

Subject: Request that the City Council consider adopting an Ordinance amending the Fiscal Year 2024-2025 Budget to provide funding to complete various construction projects, motor vehicle purchases, and other purchases not completed by September 30, 2024, as anticipated.

Item Reference: **Fiscal Years 2023-2024 and 2024-2025 Annual Budgets**

During Fiscal Year (FY) 2023-2024, various purchases and projects were initiated but not completed as projected before the fiscal year-end. The monies available to fund these items became part of the ending working capital or fund balance of the various funds as of September 30, 2024. The FY 2024-2025 beginning budget is being amended to carry forward the necessary funding to complete the items in progress and appropriate savings from the previous year for items in fiscal year 2023-2024. Attached is a recommended list of amendments to be included in the proposed ordinance amending the original budget for FY 2024-2025.

RECOMMENDATION:

It is recommended that the City Council consider approving the attached ordinance amending the Fiscal Year 2024-2025 Budget to provide funding to complete various construction projects, motor vehicle purchases, and other purchases not completed by September 30, 2024, as anticipated.

Attachments:
FY25_Budget_Amendment_Ordinance.docx
Budget Roll Workbook - FY2025 .pdf

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 THE BUDGET FOR FISCAL YEAR 2024-2025; AUTHORIZING THE APPROPRIATION OF FUNDS FOR PROJECTS AND PURCHASES APPROVED IN THE 2023-2024 BUDGET BUT NOT PURCHASED OR COMPLETED IN THAT FISCAL YEAR; 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, during fiscal year 2023-2024, various purchases and projects were started but were not completed; and

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

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

WHEREAS, the 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 following line-item accounts as approved in the budget for fiscal year 2023-2024 shall be amended to read as follows:

Item	Request	Fund	Account Number	Account	Budget	Requested Roll Amount	Amended Budget
1	Professional Consulting Services - Architect for new PD Training Center	General Fund	101-0310-421.25-21	Building Improvement	-	82,000.00	82,000.00
2	Maintenance / Traffic Signals	General Fund	101-0720-436.08-29	Traffic Signals	215,853.00	85,442.00	301,295.00
3	Traffic Signal Repairs	General Fund	101-0720-436.08-58	Traffic Signals Repairs	90,227.00	79,660.00	169,887.00
4	Funds to install elevators in Fair Parking Garage.	General Capital Projects Fund	102-0110-412.25-21	Building Improvement	200,000.00	102,000.00	302,000.00
5	Capital Outlay/ Streets Ovelay	Quality Street	103-0705-432.26-30	Streets Overlay	1,161,631.00	76,121.60	1,237,752.60

		Commitment Fund					
6	Capital Outlay - Alley Improvement	Quality Street Commitment Fund	103-0705-432.27-46	Alley Improvement	165,000.00	164,296.00	329,296.00
7	Capital Outlay - Brick Street Improvement	Quality Street Commitment Fund	103-0705-432.27-47	Brick Street Improvement	1,201,959.00	168,051.00	1,370,010.00
8	Improvements to Land	Cemeteries Operating Fund	204-0458-453.24-02	Improvements to Land	-	2,815.00	2,815.00
9	Park Improvements	Parks Improvement Fund	206-0450-451.24-03	Park Improvements	777,500.00	439,193.99	1,216,693.99
10	Buildings	Hotel Motel Tax Fund	211-0184-419.25-01	Buildings	-	102,599.90	102,599.90
11	(Approved FY25 supplemental) COPS Hiring Grant for 2 police recruit positions - TIRZ Revenue account for grant reimbursement funds	TIF/TIRZ #4	217-0000-371.62-05	#N/A	-	72,326.42	72,326.42
12	(Approved FY25 supplemental) COPS Hiring Grant for 2 police recruit positions - TIRZ Expenditure accounts for all salary and benefit payments	TIF/TIRZ #4	217-0310-421.01-01	#N/A	-	133,484.00	133,484.00
13	MediaManager SSO/Active Directory Integration	PEG Fund	236-0160-417.03-35	Tech Purch < $10,000	13,000.00	1,590.00	14,590.00
14	Changes to the Council Room Server	PEG Fund	236-0160-417.26-25	COPS Grant	100,000.00	4,105.96	104,105.96
15	Building Maintenance	Water Utilities Fund	502-0741-741.08-01	Salaries for COPS Grant	33,948.00	25,257.00	59,205.00
16	Lake Palestine Water Plant erosion control project	Water Utilities Fund	502-0744-744.03-09	Chem, Med, Surg Supplies	4,784,445.00	180,000.00	5,239,445.00
17	Golden Road Roof Replacement	Water Utilities Fund	502-0744-744.03-09	Chem, Med, Surg Supplies	4,784,445.00	275,000.00	5,239,445.00
18	Building Improvement	Water Capital Projects Fund	503-0743-743.25-21	Building Improvement	-	188,300.00	188,300.00
19	ARPA Meters	Water Capital Projects Fund	503-0743-743.26-59	ARPA Meters	-	1,471,011.00	1,471,011.00
20	Treated Water Line Construction	Water Capital Projects Fund	503-0743-743.40-40	Trtd Wtr Line Constr	732,200.00	269,823.00	1,002,023.00
21	Instruments & Apparatus	Water Capital Projects Fund	503-0744-744.26-03	Instruments & Apparatus	4,760,835.00	679,118.00	5,439,953.00

22	Treatment Plant Construction	Water Capital Projects Fund	503-0744-744.49-37	Trtmnt Plant Construction	1,695,143.00	598,406.00	2,293,549.00
23	Buildings	Water Capital Projects Fund	503-0746-746.25-01	Buildings	552,190.00	1,575,000.00	2,127,190.00
24	Instruments & Apparatus	Water Capital Projects Fund	503-0746-746.26-03	Instruments & Apparatus	-	85,000.00	85,000.00
25	Maintenance / Streets, Roadways, Highways	Storm Water Fund	575-0748-748.08-08	Streets, Rdways, Highways	40,362.00	36,397.00	76,759.00
26	Capital Outlay / Drainage Projects	Storm Water Fund	575-0748-748.26-29	Drainage Projects	1,676,900.00	448,880.52	2,125,780.52
27	capitol motor vehicles	VES Fund	640-0661-641.26-04	Motor Vehicles	4,901,831.00	1,241,417.00	6,143,248.00
28	capitol building improvments	VES Fund	640-0662-642.25-21	Building Improvement	900,000.00	529,813.00	1,429,813.00
29	Rehabilitate roof at TDC	Property and Facilities Fund	663-0684-633.25-11	Roof Replacement	-	178,614.00	605,816.00
30	Rehabilitate roof at Goodman House	Property and Facilities Fund	663-0684-633.25-11	Roof Replacement	-	189,086.00	605,816.00
31	Rehabilitate roof at Senior Center	Property and Facilities Fund	663-0684-633.25-11	Roof Replacement	-	159,066.00	605,816.00
32	Completion of smaller roof maintenance projects.	Property and Facilities Fund	663-0684-633.25-11	Roof Replacement	-	79,050.00	605,816.00
33	Vert Cable Mgr and Monitored PDU for Smith Co 911 DR Site Move	Information Technologies Fund	671-0150-416.04-03	Rentals	1,452,841.00	3,725.32	1,456,566.32
34	Eventide Migration for PD Dispatch	Information Technologies Fund	671-0150-416.08-44	Software Contract Fees	3,672,173.00	2,495.00	3,695,350.92
35	911 NEMA ANI/ALI CAD Spillman Integration	Information Technologies Fund	671-0150-416.08-44	Software Contract Fees	3,672,173.00	2,515.00	3,695,350.92
36	Moving Code Enforcement from Naviline to Trackit- CC: C-A-13 dated 10/11/23	Information Technologies Fund	671-0150-416.08-44	Software Contract Fees	3,672,173.00	18,167.92	3,695,350.92

PART 2: That the City Clerk is hereby directed to file a copy of this budget amendment as required by state law.

PART 3: That amendment of the fiscal year 2024-2025 Budget is required in order to provide funding for projects and purchases started but not finished during the 2023-2024 fiscal year, which creates an urgent public necessity to authorize the amendment to the budget herein contained.

PART 4: 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 5: Should any section, subsection, sentence, provision, clause or phrase be held to be invalid for any reason, such holding shall not render invalid any other section, subsection, sentence, provision, clause or phrase of this ordinance and same are deemed severable for this purpose.

PART 6: That this ordinance shall take effect upon approval.

PASSED AND APPROVED this the 11th day of December 2024.

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

ATTEST:

_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM, CITY ATTORNEY

City of Tyler Budget Roll
Fiscal Year 2025

Item	Account Number	Request	Reason for Roll Request	Requested Roll Amount
1	101-0310-421.25-21	Professional Consulting Services - Architect for new PD Training Center	In FY24, money was encumbered under PO #292480 for necessary architectural services related to construction design, administration, and observation for the new PD training center at 2520 E. Commerce. This is the old Texas National Guard Armory that was officially returned to the city in late August. This project is on-going with FY24 funds already spent on multiple assessments, inspections, deed paperwork, landscaping, and an asbestos abatement. Depending on construction bid submissions, we anticipate the project to be completed in late summer 2025. It is vital for the funds to be rolled in order to continue the progress being made to address on-going law enforcement training needs and facility improvements.	$82,000.00
2	101-0720-436.08-29	Maintenance / Traffic Signals	Due to supply chain delays components were not received by 9/30/24. These components are necessary to keep the traffic signals running optimally as outlined in the ITS Master Plan.	$85,442.00
3	101-0720-436.08-58	Traffic Signal Repairs	Collections for several damaged signal cabinet, signal poles and pedestrian poles were deposited in this account later in the fiscal year. Replacement equipment had been ordered but not received by 9/30/24. This equipment is imperative to keep signals running optimally as outlined in the ITS Master Plan.	$79,660.00
4	102-0110-412.25-21	Funds to install elevators in Fair Parking Garage.	The elevators in Fair Parking Garage have been out of service for multiple years and the original manufacturer has gone out of business. We have decided the best course of action is to replace both elevators with new parts we had allocated a portion of the funds and this request is for the remaining 50%.	$102,000.00
5	103-0705-432.26-30	Capital Outlay/ Streets Ovelay	Continuation of Seal Coat, Crack Seal, Asphalt Enhancement Projects as well as new projects such as 2025 Pavement Management Rankings. These all have a variety of end dates and statuses.	$76,121.60
6	103-0705-432.27-46	Capital Outlay - Alley Improvement	This work was approved and is currently underway but contractor unable to complete by 9/30/24.	$164,296.00
7	103-0705-432.27-47	Capital Outlay - Brick Street Improvement	This work was approved and is currently underway but contractor unable to complete by 9/30/24.	$168,051.00
8	204-0458-453.24-02	Improvements to Land	Continue to make improvements to Rose Hill Mausoleum from cost savings from FY 23-24 improvements.	$2,815.00
9	206-0450-451.24-03	Park Improvements	Carry over funds from KTyB Park Improvements from landfill tipping fee. Will be used for FY 24-25 improvements to Winters Park, Stewart Park, and other capital park improvements. These projects are currently in progress already.	$439,193.99
10	211-0184-419.25-01	Buildings	Continue to make necessary improvements to the WT Brookshire Conference Center and Mayfair Building	$102,599.90

11	217-0000-371.62-05	(Approved FY25 supplemental) COPS Hiring Grant for 2 police recruit positions - TIRZ Revenue account for grant reimbursement funds	The PD was awarded a 3-year COPS Hiring Grant in September 2024 (Resolution #R-2024-27 approved by city council on 5/22/24). The grant provides for 2 new police positions, to be assigned to an area that includes the DBAC. Up to $125,000 per officer ($250,000 total) is provided to supplement entry-level salary/benefits over the 3-year grant period, with a twenty-five percent (25%) minimum cost share requirement. (Grant reimbursements will be made quarterly and are estimated on the separate spreadsheet provided to Blake.) Total estimated FY25 reimbursements are listed here.	$72,326.42
12	217-0310-421.01-01	(Approved FY25 supplemental) COPS Hiring Grant for 2 police recruit positions - TIRZ Expenditure accounts for all salary and benefit payments	Re: COPS Hiring grant - the PD anticipates hiring for the 2 new positions in February 2025, which will start the 3 year grant period through COPS. The FY25 expenditures listed here will be 2/3rd a normal amount due to the 4 month delay in hiring (October to January). All related expenditure accounts (from #01-01 to #06-21) are estimated monthly on the separate spreadsheet provided to Blake. Estimated FY25 expenditures from all accounts are listed here.	$133,484.00
13	236-0160-417.03-35	MediaManager SSO/Active Directory Integration	Project not completed/Invoice not received	$1,590.00
14	236-0160-417.26-25	Changes to the Council Room Server	Project not completed/Invoice not received	$4,105.96
15	502-0741-741.08-01	Building Maintenance	Building painting and replanting	$25,257.00
16	502-0744-744.03-09	Lake Palestine Water Plant erosion control project	The project's design phase started last fiscal year to address the large area that was eroded at the end of a concrete flume at the Lake Palestine Water Plant. The existing flume caved in and an adjacent fence was destroyed as well. The bidding phase will start soon with a projected completion date in the Spring of 2025.	$180,000.00
17	502-0744-744.03-09	Golden Road Roof Replacement	Golden Road Water Treatment Plant's roof has had several failures and needs to be replaced.	$275,000.00
18	503-0743-743.25-21	Building Improvement	Ongoing Water Service Center project to be completed FY25.	$188,300.00
19	503-0743-743.26-59	ARPA Meters	Ongoing Meter Replacement Project. Change Ordering additional meters.	$1,471,011.00
20	503-0743-743.40-40	Treated Water Line Construction	2023 Water Main Improvements project ongoing and will be completed in FY25.	$269,823.00
21	503-0744-744.26-03	Instruments & Apparatus	GRWTP Electrical Assessment $37,000, LPWTP T&O Study $3,523, LPWTP Phase 2 $516,700, Demo S Glenwood GST $63,765, Well Plugging $58,130	$679,118.00
22	503-0744-744.49-37	Treatment Plant Construction	John Soules WL Extension pending project close out $571,000; West 2nd EST $27,406	$598,406.00
23	503-0746-746.25-01	Buildings	Southside Chlor/Dechlor $75,000 and Sludge Lagoon Clean Out / Westside WWTP Cont $1,500,000	$1,575,000.00
24	503-0746-746.26-03	Instruments & Apparatus	Westside WWTP furniture for the new admin building.	$85,000.00

25	575-0748-748.08-08	Maintenance / Streets, Roadways, Highways	The vendor that was a low bidder for the annual price agreement failed to complete the herbicide treatments requested and has now been replaced. Due to the previous vendor's poor performance, we will do additional pre-emergent to get weeds under control. It is critical that we get these areas sprayed and kill the grass, weeds, and trees that are growing in the drainage structures. If we do not, over time they will be undermined by this vegetation, and a complete reconstruction of the drainage structure becomes necessary.	$36,397.00
26	575-0748-748.26-29	Capital Outlay / Drainage Projects	Projects underway but were not completed by 9/30/24. Delays caused by one emergency project that was anticipated much higher but a more economical solution was found. We were able to begin other projects but they were not complete by 9/30/24.	$448,880.52
27	640-0661-641.26-04	capitol motor vehicles	police units , upfits heavy trucks bought not delivered yet	$1,241,417.00
28	640-0662-642.25-21	capitol building improvments	parking lot and fuel tank project not completed	$529,813.00
29	663-0684-633.25-11	Rehabilitate roof at TDC	TDC roof is due for resurfacing per the roof maintenance schedule. Project was budgeted to begin in FY2024, but due to shortages in supplies we were not able to begin project before year end.	$178,614.00
30	663-0684-633.25-11	Rehabilitate roof at Goodman House	The Goodman House roof is in need of repairs. We began repairs to section of the roof in FY 2024. These funds would be used to complete the roof project and install gutters to extend the life of the roof in the future.	$189,086.00
31	663-0684-633.25-11	Rehabilitate roof at Senior Center	The Senior Center roof is due for resurfacing per the roof maintenance schedule. Project was budgeted to begin in FY2024, but due to shortages in supplies we were not able to begin project before year end.	$159,066.00
32	663-0684-633.25-11	Completion of smaller roof maintenance projects.	Request funds to complete smaller maintenance projects started in FY 2024 but not completed. Projects include coating and repair projects for buildings in the Oak Wood Complex and at the Parks Administration building and replacement of the gutters on the Carnegie Building.	$79,050.00
33	671-0150-416.04-03	Vert Cable Mgr and Monitored PDU for Smith Co 911 DR Site Move	These items were not received until FY25	$3,725.32
34	671-0150-416.08-44	Eventide Migration for PD Dispatch	Project not completed/Invoice not received	$2,495.00
35	671-0150-416.08-44	911 NEMA ANI/ALI CAD Spillman Integration	Project not completed/Invoice not received	$2,515.00
36	671-0150-416.08-44	Moving Code Enforcement from Naviline to Trackit- CC: C-A-13 dated 10/11/23	Bal of funds from PO 290989 - Project not completed	$18,167.92
Total				**$9,749,827.63**

Fund	Fund Balance Available	Amount Requested	Ending Fund Balance
101	15,391,918.00	247,102.00	15,144,816.00
102	190,304.00	102,000.00	88,304.00
103	520,191.00	408,468.60	111,722.40
204	139,956.00	2,815.00	137,141.00
206	644,405.00	439,193.99	205,211.01
211	1,805,751.00	102,599.90	1,703,151.10
217	556,201.00	61,157.58	495,043.42
236	1,133,586.00	5,695.96	1,127,890.04
502	16,919,875.00	480,257.00	16,439,618.00
503	5,139,059.00	4,866,658.00	272,401.00
575	1,307,404.00	$485,277.52	822,126.48
640	2,358,769.00	1,771,230.00	587,539.00
663	1,079,498.00	605,816.00	473,682.00
671	3,725,373.00	26,903.24	3,698,469.76
Total		**9,605,174.79**	

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-1

Date: December 11, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute a Capital Improvements Project contract in the amount of $5,941,570.00 with Insituform Technologies, LLC for the Greenbriar Force Main Sliplining Project (Buyboard Contract #730-24) and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

Item Reference:

On July 24th, 2024, the City Council approved an engineering services contract with KSA Engineers for the rehabilitation of the Greenbriar Lift Station force main sliplining project. Due to the nature of this project and the urgency associated with it, KSA has fast tracked the plan set at the request of TWU to minimize the amount of time the force main is still in service.

The Greenbriar lift station is located on the west side of Tyler, just north of Lindsey Park on Spur 164, and is a critical component of the City's collection system. The lift station serves a massive basin of over 4400 acres and pumps an estimated 2.2 million gallons of sewer every day. The lift station was constructed in the 1970s and has an 18" force main that is over 2 miles long and runs north before returning to a gravity flow system. The 18" force main pipe is made out of asbestos cement, which was a popular pipe material at the time of construction. This segment of pipe has reached the end of its useful life and has been an issue in the collection system for years. Historically, the force main will experience 1-2 leaks per year that have to be repaired under emergency conditions, but since February, TWU has made 8 emergency repairs on the force main. This pipe material has been observed to be very brittle and inconsistent in the outer diameter, which proves very challenging when making emergency repairs. Along with the logistical issues with repairing the force main and requiring septic haulers to transport sewer during the repair, there is an environmental hazard when sewer leaks out of the force main and into the surroundings. The sewer is then cleaned out of creeks, but each leak is reported to the TCEQ.

KSA has been working closely with Insutiform, An Azuria Water Solutions Company, to scope out a Buyboard Proposal for this project. The team has determined winching and insertion pit locations, staging and fusing locations, along with a 10,000 LF bypass pumping set up to accommodate the sliplining process. Pavement repair along with traffic control needs have been assessed and determined and are included in the proposal.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to execute a Capital Improvements Project contract in the amount of $5,941,570.00 with Insituform Technologies, LLC for the Greenbriar Force Main Sliplining Project (Buyboard Contract #730-24) and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

Attachments:
11.20.2024 - Tyler Greenbriar FM Slipline w 14in FPVC Proposal
Award Letter Insituform Technologies LLC 730-24 TX
Resolution Form

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

Edited/Submitted By:
City Manager

Tim Peterie
Phone: 214-317-0950
Email: tpeterie@azuria.com
1103 Postwood Dr.
Corinth, TX 76210

November 20, 2024

SF#: SO-00197648

Mrs. Kate Dietz, PE
City of Tyler
423 W Ferguson St
Tyler, TX 75702

Blake Bogenschutz, PE (KSA)
KSA Engineers, Inc.
6781 Oak Hill Blvd
Tyler, TX 75703

Buyboard Proposal

Project Name: **City of Tyler, TX – Greenbriar Sewer Force Main Slip Line Rehab**
18" AC Force Main Rehabilitation by Slip Lining with 14" Fusible PVC

INSITUFORM TECHNOLOGIES, LLC herein proposes to furnish all labor, materials, equipment, and services necessary to reconstruct the referenced project (as detailed by the project plans, record drawings, pump details, and other information provided by KSA Engineers) utilizing the Local Government Purchasing Cooperative Contract #730-24 administered through the BuyBoard.

ASSUMPTIONS AND QUALIFICATIONS

We have based this proposal on a wall thickness for the proposed Fusible PVC pipe shown in the price and is rated at 165 psi assuming external loading and internal pressure loading. As no detailed lay drawings have been provided, information gathered during the preliminary TV investigation phase may be used to revise the expected access pits and pull locations.

Connections. Four (4) air release valves will be replaced externally with new valves and six (6) new plug valves will be installed.

Where project specifications don't exist, the Buyboard Specifications and/or the City of Tyler Standard Construction Details (or approved equals) will be utilized.

INSITUFORM TECHNOLOGIES, LLC will supply the City of Tyler a 1-year Maintenance, Payment, & Performance Bonds, and Certificate of Insurance following acceptance of this proposal.

City of Tyler will supply the following:

- Dumpsite for loose debris removed during cleaning.
- Property owner coordination including any impact fees/charges.
- Permits.
- Tax-exempt certificate prior to mobilization.

Insituform will supply the following:

- All access pits at each end of the pipe segments to be rehabilitated and exposure of all valves. Pits will be properly secured to OSHA standards.
- Fusing of FPVC pipe above ground prior to installation.
- Slip lining of existing lines after excavation pits and connections are exposed.
- Reassembly of new system with valves and connections.
- Pressure testing of mainlines prior to reconnections.
- Initial TV of existing sewer force main for assessment and defect or bend identification.
- Complete all restoration necessary after slip lining.
- Traffic control.
- Bypass to include street and driveway trenching.

Water shall be provided at no cost to Insituform Technologies, LLC for all construction phases of this project. Insituform Technologies, Inc**.** will follow all required deposit, backflow prevention, and metering procedures**.**

Special Notes:

1. **The pricing in this proposal considers current material prices and are only good for 30 days.**
2. **All quantities are estimates from above ground assessment of the project in conjunction with the drawings and other information provided prior to establishing prices. The final invoice will reflect actual field quantities for all items.**
3. **Unknown bends in the pipe, surrounding utility interference, or other sub surface conditions not anticipated at the time of this proposal will be considered changed conditions and may result in price adjustments by change order or by using the Owner's Contingency Allowance.**
4. **All cost items associated with the Union Pacific Railroad will be invoiced at cost + 15% using the contingency item as approved by the City of Tyler.**
5. **Two fusion areas will be utilized due to fused pipe not being allowed to cross State Hwy 31.**
6. **Insituform anticipates finishing the project within 180 days following Notice-to-Proceed.**

PROPOSAL PRICING

PAY ITEM NO.	DESCRIPTION	QTY	U/M	UNIT PRICE	ESTIMATED AMOUNT
1	Travel & Moblization – Installation & Bypass	1	LS	$255,000.00	$255,000.00
2	Clean/TV 18" AC Pressure Pipe	10,400	LF	$22.00	$228,800.00
3	Bypass System Equip/Pipe Delivery, Offload, Load & Return 18"	1	EA	$70,000.00	$70,000.00
4	Bypass System Piping & Equipment	14	WK	$3,500.00	$49,000.00
5	Bypass – Street Trenching for 18" Pipe	1,215	LF	$185.00	$224,775.00
6	Lift Station Connection	1	EA	$35,000.00	$35,000.00
7	Set Up 18" Piping	10,400	LF	$38.00	$395,200.00
8	14" Installation of FPVC Pipe by Means of Sliplining C900 DR 25 (pipe cost excluded)	10,400	LF	$212.00	$2,204,800.00
9	Furnish & Install Stainless Air Release Valve & 5' MH w/ Vent Pipes Surface Prepped & Coated with Epoxy	4	EA	$25,500.00	$102,000.00
10	Freight for FPVC	7	Load	$3,500.00	$24,500.00
11	14" DR 25 FPVC Pipe	10,400	LF	$93.00	$967,200.00
12	Mobilization/Demobilization for Fusion Crew	2	EA	$3,500.00	$7,000.00
13	Fusion Services for 14" FPVC	30	DAY	$3,200.00	$96,000.00
14	Pressure Testing	10,400	LF	$3.00	$31,200.00
15	Gravel Repair	51	SY	$125.00	$6,375.00
16	Repair/Rehab 2" Asphalt Pavement	410	SY	$250.00	$102,500.00
17	Repair/Rehab 8" Flex Base	410	SY	$100.00	$41,000.00
18	Repair/Rehab 6" Concrete	189	SF	$55.00	$10,395.00
19	Traffic Control – DOT or County Controlled	75	DAY	$3,350.00	$251.250.00
20	Traffic Guard – Shadow Vehicle	75	DAY	$625.00	$46,875.00
21	Flagmen	1,100	HR	$75.00	$82,500.00
22	Furnish & Install Plug Valves Per Details	6	EA	$24,500.00	$147,000.00
23	Install New 5' Discharge MH	1	EA	$18,500.00	$18,500.00
24	Steel Plates (pre plate)	1,000	DAY	$27.00	$27,000.00
25	Remove, Dispose, Replace 8" Full-Depth TXDOT Pavement	200	SY	$450.00	$90,000.00
26	Owner Controlled Contingency Allowance	1	AL	$300,000.00	$300,000.00
27	Bonds & Insurance	1	LS	$127,700.00	$127,700.00
				Total	**$5,941,570.00**

PROPOSAL TERMS AND CONDITIONS

Terms and Conditions from the Local Government Purchasing Contract are available upon request from the BuyBoard. Insituform will utilize the City of Tyler's Standard General Conditions where applicable, if provided. Any changes to these conditions must be noted and agreed upon by both parties.

An award letter dated January 24, 2024 from the BuyBoard is being provided as an attachment.

PROPOSAL INCLUSIONS

The prices stated in this proposal include:

1. Mobilizations and demobilization.
2. Pre-video inspection & cleaning for identification of defects, bends, and connections prior to slip lining.
3. FPVC SDR 25 pipe, Fusion, and Certified Fusion Technician.
4. Pressure testing prior to reconnection.
5. Traffic control.
6. Pit safety with shoring, temporary construction fencings, and steel plating as needed.
7. Confined space safe entry practices.
8. Surface restoration.
9. Bypass installation and removal.
10. One-year standard construction warranty, Maintenance, Payment, & Performance Bonds.
11. Certificate of insurance with a standard coverage.

PROPOSAL EXCLUSIONS

Not included in the prices stated in this estimate are costs associated with the items listed below. These items, if needed or found to be applicable, would be provided by **INSITUFORM TECHNOLOGIES, LLC** at your additional cost; or would be furnished by others, at your direction, at no cost to **INSITUFORM TECHNOLOGIES, LLC**:

a) Manual operation of any valves to isolate the system.
b) Water from fire hydrants at designated locations for construction water as needed.
c) *If any hazardous or toxic materials are encountered during the project, the Owner will be responsible for the removal and disposal of the materials.*
d) If preliminary video inspection of the sewer force main line interior indicates excessive damage, or other extra-ordinary condition, which will require excavation, or other extraordinary remedy, to prepare the pipe for installation of the new FPVC, then those services will be provided by utilizing the Owner's Allowance as approved.
e) Project permits and/or local licenses with be provided by the Owner or Engineer.
f) State and local sales and/or use taxes on the value of the project. If you are exempt, please submit the appropriate documentation.
g) Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project.

PROPOSAL TERMS AND CONDITIONS

a) LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY. WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN TWO YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.

PROPOSAL SUBJECT TO NEGOTIATION OF OTHER STANDARD TERMS OF AGREEMENT. This proposal is subject to agreement of the parties on other terms and conditions as are customary in contracts of this nature.

b) Quantities are estimated. Unit prices apply for actual invoice and payment.
c) Payments are due at net within thirty days of invoice. Final payment is due within thirty days of completion of project. The City of Tyler will withhold 5% retainage on all invoices until final acceptance.
d) Monthly progress partial payments may be requested for the value of work in progress or completed, including materials secured and on site.
e) Prices stated are in effect for thirty days from the date of this proposal. The acceptance period may be extended at the sole option of **INSITUFORM TECHNOLOGIES, LLC.**

OFFERED BY:

INSITUFORM TECHNOLOGIES, LLC

Timothy R. Peterie

TIMOTHY R. PETERIE
BUSINESS DEVELOPMENT MANAGER

REVIEWED BY:
ANDY OZMENT
AREA VP

cc: Tiffany Currie, PE (COT)
Christopher Aylor, PE (KSA)
Jeremy Orr, PE (KSA)
Ben Hawkins

ACCEPTED BY:

_____
SIGNATURE **DATE**

_____
NAME

_____
TITLE

_____
ORGANIZATION

P.O. Box 400, Austin, Texas 78767
800 695 2919 • info@buyboard.com • buyboard.com

January 24, 2024

Sent Via Email: uyoungblood@aegion.com

Ursula J Youngblood
Insituform Technologies, LLC
580 Goddard Ave
Chesterfield, MO 63005

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 730-24, Cured in Place Pipe (CIPP) for Pipeline Rehabilitation (Thermo Cured Products)

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of April 1, 2024 through March 31, 2025, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 730-24 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. Once the contract is active, the BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free contact me at bids@buyboard.com.

Sincerely,

Leigh Clover, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

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 GREENBRIAR LIFT STATION FORCE MAIN SLIPLINING; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the City of Tyler, Texas reserves the right to issue debt for the engineering, design, and construction of the Greenbriar Lift Station Force Main Sliplining 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, 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 $5,941,570.00.

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

PASSED AND APPROVED, this the 11th day of December, 2024.

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

ATTEST:

_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-2

Date: December 11, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute a contract with Reynolds and Kay, LTD., for the construction of the 2025 Asphalt Enhancement Project in the amount of $3,706,950.84.

Item Reference:

Each year the City of Tyler designs and bids new street rehabilitation projects to extend the useful life of pavement surfaces throughout the city. These projects enhance quality of life and allow the city to be more competitive in allowing economic development within the City of Tyler. Quality infrastructure is key to growth of the city.

Recently the City Engineering Department advertised for bids for the annual asphalt enhancement project. Work included is based on the pavement ratings and a list of streets was developed in need of asphalt enhancement. This list of streets and other street and alley improvements were advertised for bid. The following bids from were received on Tuesday, November 19, 2024. Reynolds & Kay is the lowest qualified bid.

COMPANY: BASE BID - ALT 1 - ALT 2 - TOTAL
Reynolds and Kay: $3,400,948.44 - $144,983.15 - $161,019.25 â€“ $3,706,950.84
Lone Star Equipment Co.: $4,862,171.55 - $219,052.00 - $231,195.00 - $5,312,418.55

The recommended construction award includes funding in the amount of $3,187,506.91 for Asphalt Enhancement (Base Bid plus Alternates 1 & 2), $91,324.00 for Shaw Street trench drains, $12,554.20 for a new Island curb on Fair Park Drive, $192,594.00 for alley paving, and $222,971.73 for TWU work at Lake Tyler.

ARPA federal funding will account for $2,856,780.40 of the Asphalt Enhancement, Shaw Street trench drains, and Fair Park Island. The Street department will be funding $215,000.00 for the Alley Paving and Shaw Street curbs and gutters. TWU will be funding $222,971.73 for the full amount of work at Lake Tyler. Half Cent funds will account for the remaining $412,198.71 of the Asphalt Enhancement, Shaw Street trench drains, and Fair Park Island.

The Engineering Department has reviewed the bids and recommends acceptance of the Base Bid and Alternates 1 and 2 in the amount of $3,706,950.84. Construction is expected to begin as early as January 2025 and be complete by November 2025. This contract will consist of 20 lane miles of street pavement improvements.

FUNDING: ARPA, Half Cent, TWU, and Street Department.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute a construction contract with Reynolds and Kay, LTD. for the construction of the 2025 Asphalt Enhancement Project in the amount of $3,706,950.84.

Attachments:
Final Street List
Overlay Street Maps
Lake Tyler Street Map 2025
Shaw Aerial with Drains
Bid Tab 24-043

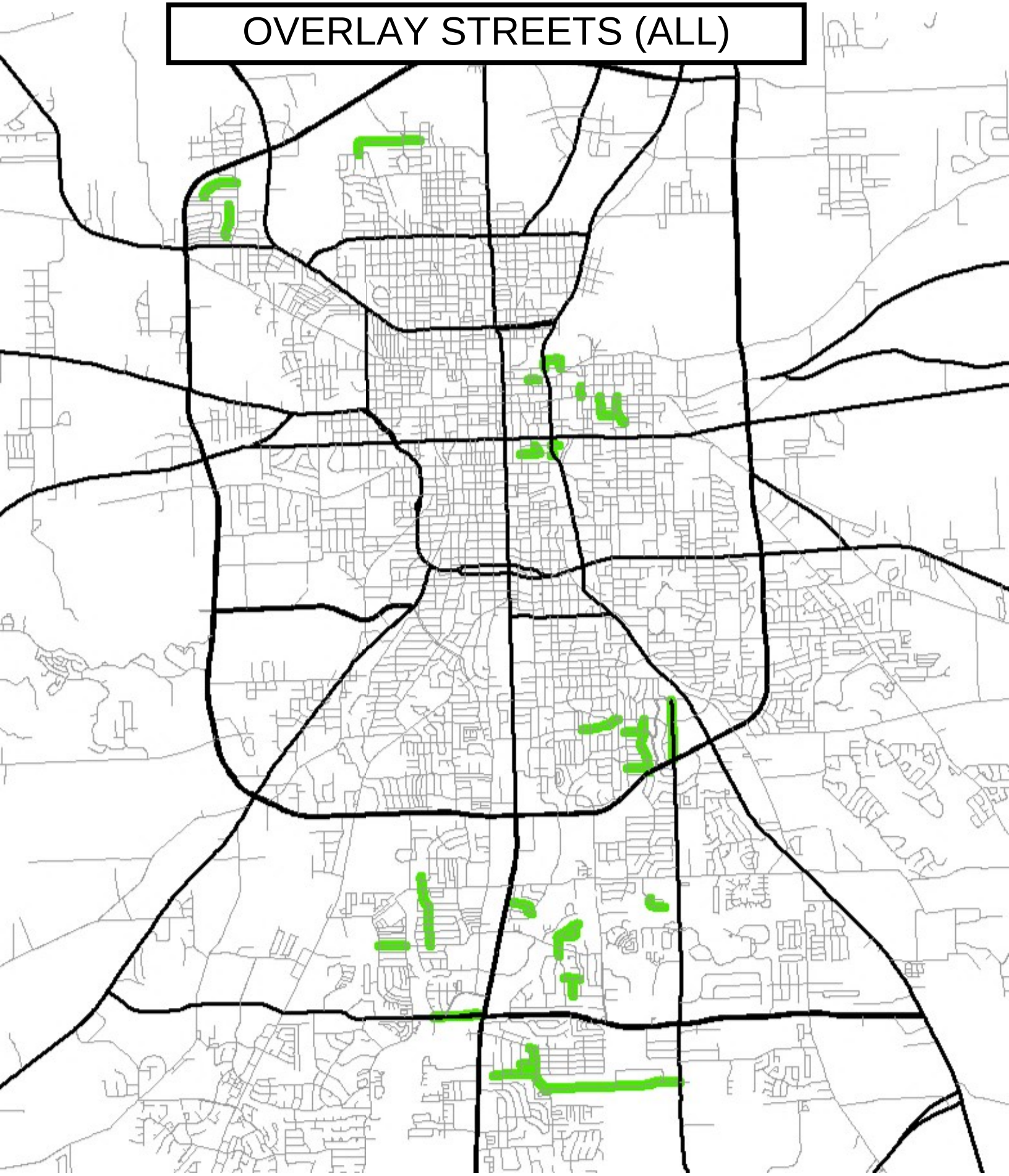
Drafted/Recommended By:
Department Leader Darin Jennings

Edited/Submitted By:
City Manager

2025 Asphalt Enhancement Street List

STREET	LIMITS FROM	LIMITS TO	GROUP	LENGTH (ft)	WIDTH (ft)
2025 Overlay					
E Amherst St	De Charles St	Keaton Ave	**Birdwell**	1520	36
Paluxy Dr	Loop 323 - 500 ft	Dennis Dr	**Birdwell**	1975	48
Waverly St	Birdwell Dr	Jan Ave	**Birdwell**	750	28
Pettit Dr	Birdwell Dr	Jan Ave	**Birdwell**	835	28
Birdwell Dr	Loop 323	30' N of Decharles St	**Birdwell**	2340	28
Quail Creek Dr	Covey Ln	DE (Blenheim)	Quail Creek	1900	28
Blenheim Pl	Quail Creek Dr	Quail Creek Dr	Quail Creek	980	28
Timber View Dr	Timber Creek Dr	DE	Quail Creek	870	28
Redcoat Ln	Delores St	Riding Rd	Quail Creek	760	28
Riding Rd	Foxcroft Rd	Wilderness Rd	Quail Creek	645	28
Savannah Dr	Atlanta Ave	Mobile Dr	Quail Creek	915	28
Mobile Dr	Savannah Dr	Donnybrook Ave	Quail Creek	215	28
Reick Rd	Plantation Dr	Hollytree Dr	**Reick**	1125	35
Cloverdale Dr	Reick Rd	DE (Trenton)	**Reick**	2750	28
Cambridge Rd	Jeffrey Dr	190' N of Jeff Davis	Grande	500	36
R E Lee Dr	Jewell Ln	Jeffrey Dr	Grande	1430	36
Ronnette Dr	Karen (Almost to S Pl)	RE Lee Dr	Grande	1670	28
Pam Dr	Tina Dr	RE Lee Dr	Grande	586	20
Grande Blvd	Broadway Ave	Bridge (Spring Creek)	Grande	2655	48
Jeff Davis Dr	Cambridge Rd	Paluxy Dr	Grande	5430	24
Horace Ave	E Earle St	Erwin St	**Saleh**	1170	28
Saleh Ave	Erwin St	McCurley Dr	**Saleh**	761	24
McCurley Dr	Saleh Ave	Baxter Ave	**Saleh**	440	23
N Poplar Ave	E Oakwood St	Social St	**Saleh**	310	20
Social St	N Beverly Ave	Poplar Ave	**Saleh**	650	21
N Emmett Ave	E Erwin St	E Locust St	**Saleh**	425	12
E Thomas St	N Center Ave	N Frank Ave	**Saleh**	410	20
N Beverly Ave	E Oakwood St	Social St	**Saleh**	565	26
Oakland Ave	Noble St	Reeves St	Reeves	360	28
Reeves St	Oakland (Private)	Beckham Ave	Reeves	75	28
Reeves St	S Fannin Ave	Oakland Ave	Reeves	740	28
Noble St	Beckham Ave	DE	Reeves	275	26
W 33rd St	N Grand Ave	Commonwealth Dr	**Baker**	2600	24
Commonwealth Dr	33rd St	Ada Ave	**Baker**	480	19
Rolling Hill Dr	Shady Trail Dr	Charlotte Dr	**Baker**	1667	28
Baker Dr	Martha St	Baldwin Dr	**Baker**	1331	28

OVERLAY STREETS (ALL)



BIRDWELL GROUP



QUAIL CREEK GROUP



RIECK GROUP


Kinsey
Emblair Ln
Richmond Rd
Larkspur Ln
Rice Rd
Cloverdale Dr
Shiloh Ridge St
Katie Dr
Eastgate Dr
Paloma St
Briar Cove Dr
Old Bullard Rd
Ivy Trl
Woodbridge Dr
Woodbridge Pl
Whippoorwill Dr
Foxglove Cir
Foxglove Ln
Hollytree Dr
Becky Dr
Carriage Dr
Spring Creek Dr
Plantation Dr
Gateridge Dr
Top Hill Dr
Meadow Creek Dr
Spring Branch Dr
Elmridge Dr
Indian Springs Dr
W Rieck Rd
Fallmeadow Dr
Riverbend Dr
Cedar Creek Dr

GRANDE GROUP



SALEH GROUP


N Broadway Ave
Pabst Ave
Benjamin St
N Beckham Ave
Social St
E Commerce St
Division Ave
N Clayton Ave
N Fuller Ave
E Oakwood St
Anderson Ave
Parker Ave
E Line St
Thomas St
Frank Ave
Poplar Ave
Levine Alley
N Beverly Ave
N Fleishel Ave
George Ave
N Horace Ave
E Locust St
Bishop Alley
N Spring Ave
N Center Ave
Wheeler
Edwards Ave
N Emmett Ave
Townsend Ave
E Ferguson St
N Fannin Ave
S Center Ave
Adams Ave
Barger St
S Beverly Ave
High Ave
Saunders Ave
S Fleishel Ave
Saleh Ave
McCurley Dr
S Horace Ave
S Broadway Ave
S Spring Ave
S Fannin Ave
Oakland Ave
Mims Alley
S Thompson Ave
Thornton St
Mulberry St
E Earle St
Bailey Dr
Baxter Ave
S Clayton Ave
Mahon Ave
S Beckham Ave
Dean Ave
University Pl
Front St
E Front St
Douglas Blvd

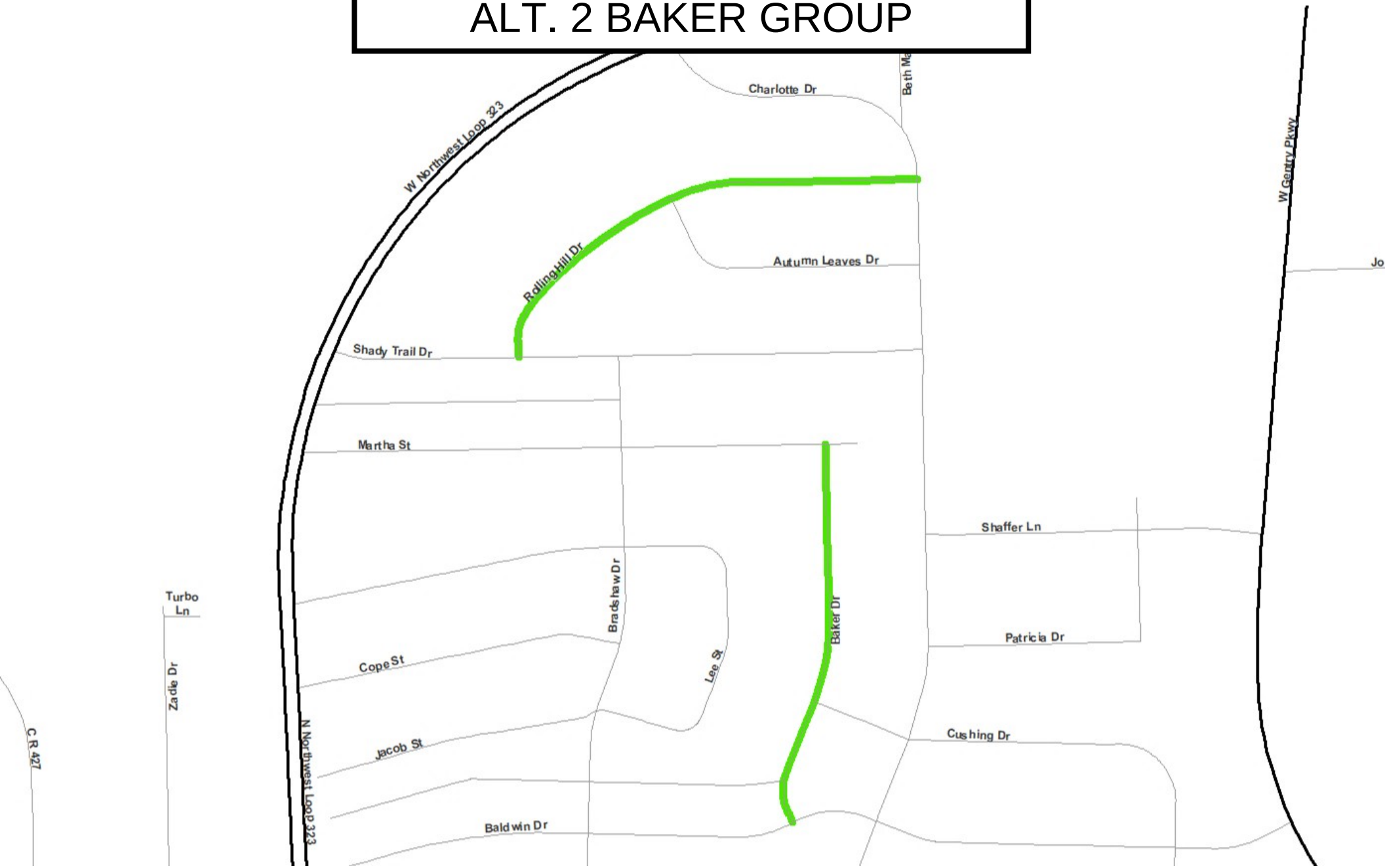
REEVES GROUP



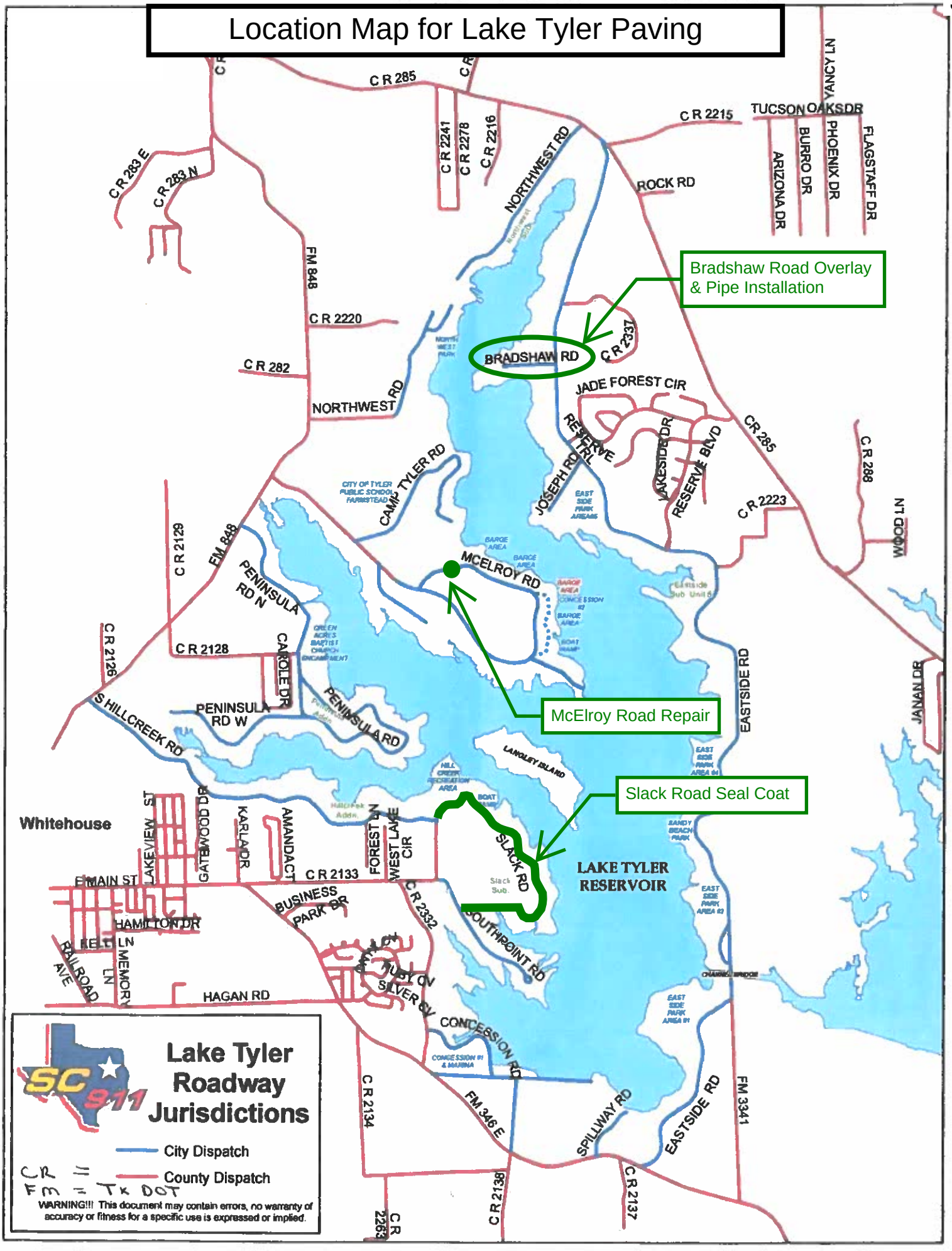
ALT. 1 BAKER GROUP

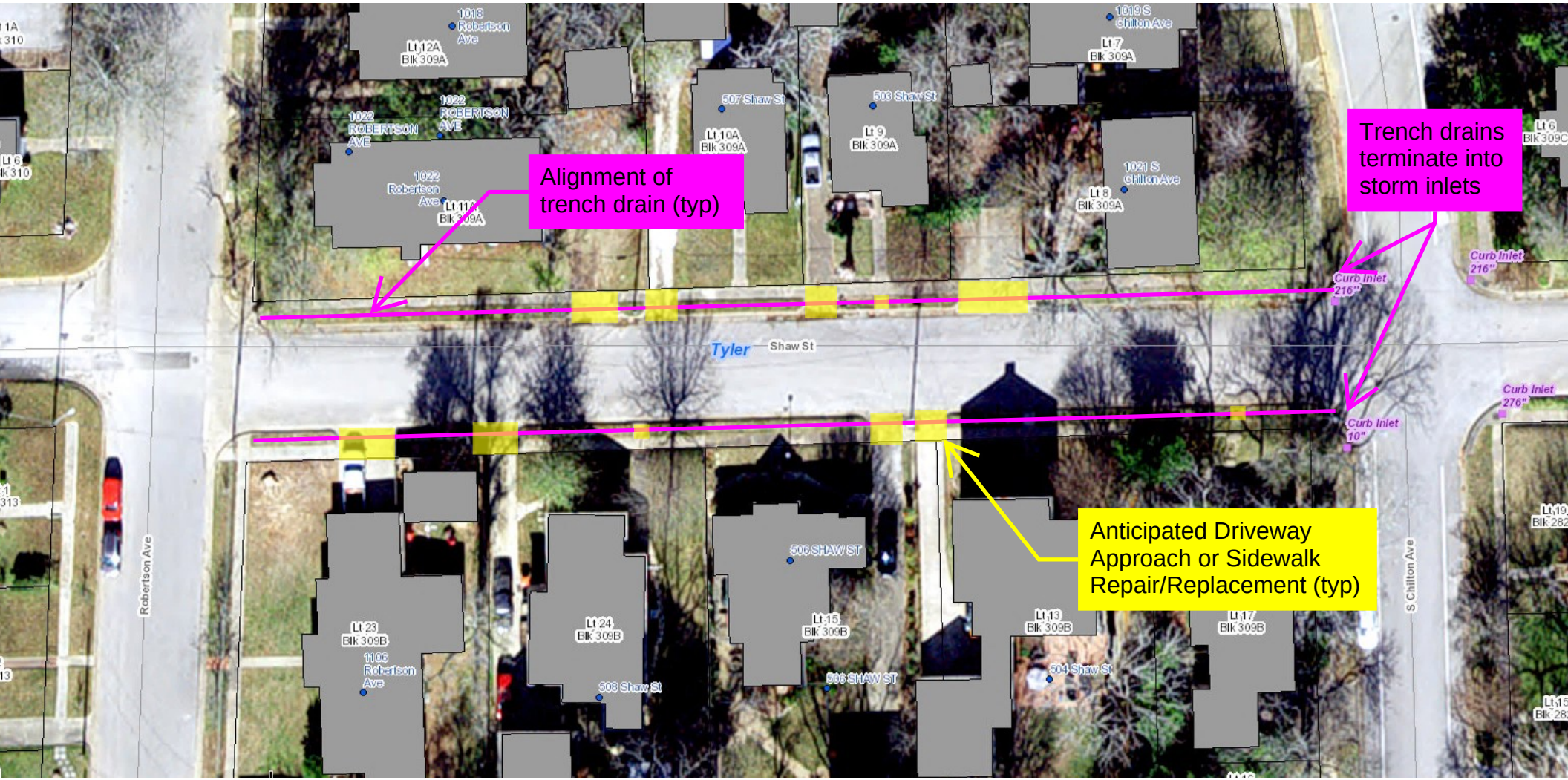


ALT. 2 BAKER GROUP



Location Map for Lake Tyler Paving




Alignment of trench drain (typ)
Trench drains terminate into storm inlets
Anticipated Driveway Approach or Sidewalk Repair/Replacement (typ)
Tyler
Shaw St
Robertson Ave
S Chilton Ave
Curb Inlet 216"
Curb Inlet 216"
Curb Inlet 276"
Curb Inlet 10"
1018 Robertson Ave
1019 S Chilton Ave
1022 ROBERTSON AVE
1022 Robertson Ave
1021 S Chilton Ave
507 Shaw St
503 Shaw St
506 SHAW ST
504 Shaw St
508 Shaw St
1106 Robertson Ave
Lt 12A Blk 309A
Lt 7 Blk 309A
Lt 10A Blk 309A
Lt 9 Blk 309A
Lt 8 Blk 309A
Lt 11A Blk 309A
Lt 23 Blk 309B
Lt 24 Blk 309B
Lt 15 Blk 309B
Lt 13 Blk 309B
Lt 17 Blk 309B

BASE BID **2025 ASPHALT ENHANCEMENT BID TAB**

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	CONTRACT QUANTITY	EOPC		1 REYNOLDS AND KAY		2 Lone Star	
162	Block Sodding, in place, per square yard for,	SY	**75**	$ 15.75	$ 1,181.25	$ 13.75	$ 1,031.25	$ 15.00	$ 1,125.00
132	Select Fill for Undercutting Trees and Unstable Subgrade, in place, as per plans and specifications, per cubic yard, for	CY	**45**	$ 36.75	$ 1,653.75	$ 71.25	$ 3,206.25	$ 45.00	$ 2,025.00
316-AU	AC-20-5TR, AC -20-XP or CHFRS-2P (Underseals @ .40 Gal/SY) in place, as per plans and specifications, per gallon, for	GAL	**20,341**	$ 5.51	$ 112,129.76	$ 4.25	$ 86,449.25	$ 5.75	$ 116,960.75
316-B4U	Type PD, PL or D Grade 4 Aggregate, (Underseals @ 115 SY/CY) in place, as per plans and specifications, per square yard, for	SY	**50,853**	$ 2.00	$ 101,451.74	$ 1.27	$ 64,583.31	$ 3.10	$ 157,644.30
341M-D	HMAC 1 ½" (Type "D"), in place, as per plans and specifications, per ton, for	TONS	**8,337**	$ 162.75	$ 1,356,846.75	$ 145.00	$ 1,208,865.00	$ 220.00	$ 1,834,140.00
341M-C	HMAC 2" (Type "C"), in place, as per plans and specifications, per ton, for	TONS	**2,689**	$ 152.25	$ 409,400.25	$ 140.00	$ 376,460.00	$ 220.00	$ 591,580.00
351-A	Flexible Pavement Structure Repair 6" (Type B or C), in place, as per plans and specifications, per ton, for	TONS	**1,316**	$ 225.75	$ 297,087.00	$ 207.00	$ 272,412.00	$ 275.00	$ 361,900.00
354-A	Planing, 1.25" to 1.75" depth, in place, as per plans and specifications, per square yard, for	SY	**71,813**	$ 3.15	$ 226,210.95	$ 2.85	$ 204,667.05	$ 3.50	$ 251,345.50
479-A	Adjust existing sanitary sewer manholes, in place, as per plans and specifications, per each, for	EA	**80**	$ 525.00	$ 42,000.00	$ 575.00	$ 46,000.00	$ 500.00	$ 40,000.00
479-B	Adjust existing water valves boxes, in place, as per plans and specifications, per each, for	EA	**63**	$ 420.00	$ 26,460.00	$ 450.00	$ 28,350.00	$ 500.00	$ 31,500.00
479-C	Adjust existing sanitary sewer clean outs, in place, as per plans and specifications, per each, for	EA	**3**	$ 420.00	$ 1,260.00	$ 450.00	$ 1,350.00	$ 500.00	$ 1,500.00
502	Barricades, signs and traffic control, in place, as per plans and specifications, per lump sum, for	LS	**1**	$ 17,325.00	$ 17,325.00	$ 28,600.00	$ 28,600.00	$ 8,500.00	$ 8,500.00
529	Remove and replace existing curb and gutter, as per plans and specifications, in place, per linear foot, for	LF	**1,542**	$ 63.00	$ 97,146.00	$ 57.60	$ 88,819.20	$ 150.00	$ 231,300.00
530-D	Concrete Driveway Approach Replacement, per plans and specifications, in place, per square yard, for	SY	**255**	$ 137.55	$ 35,075.25	$ 135.00	$ 34,425.00	$ 160.00	$ 40,800.00
530-V	Concrete Valley Gutters, as per plans and specifications, in place, per square yard, for	SY	**937**	$ 175.00	$ 163,975.00	$ 160.00	$ 149,920.00	$ 125.00	$ 117,125.00
662BY-4	Work zone pavement markings, removable (Tape) (Yellow) (4") (Broken), as per plans and specifications, per linear foot, for	LF	**3,060**	$ 1.26	$ 3,855.60	$ 1.14	$ 3,488.40	$ 10.00	$ 30,600.00
662BW-4	Work zone pavement markings, removable (Tape) (White) (4") (Broken), as per plans and specifications, per linear foot, for	LF	**170**	$ 1.26	$ 214.20	$ 1.14	$ 193.80	$ 10.00	$ 1,700.00
666SY-4	Reflectorized pavement markings, Type I (Yellow) (4") (Solid), as per plans and specifications, per linear foot, for	LF	**24,500**	$ 1.26	$ 30,870.00	$ 1.03	$ 25,235.00	$ 1.50	$ 36,750.00
666BY-4	Reflectorized pavement markings, Type I (Yellow) (4") (Broken), as per plans and specifications, per linear foot, for	LF	**1,100**	$ 1.26	$ 1,386.00	$ 1.03	$ 1,133.00	$ 1.50	$ 1,650.00
666SW-4	Reflectorized pavement markings, Type I (White) (4") (Solid), as per plans and specifications, per linear foot, for	LF	**22,600**	$ 1.26	$ 28,476.00	$ 1.03	$ 23,278.00	$ 1.50	$ 33,900.00
666BW-4	Reflectorized pavement markings, Type I (White) (4") (Broken), as per plans and specifications, per linear foot, for	LF	**1,400**	$ 1.26	$ 1,764.00	$ 1.03	$ 1,442.00	$ 1.50	$ 2,100.00
666SW-6	Reflectorized pavement markings, Type I (White) (6") (Solid), as per plans and specifications, per linear foot, for	LF	**3,500**	$ 1.58	$ 5,512.50	$ 1.20	$ 4,200.00	$ 2.00	$ 7,000.00
666SW-8	Reflectorized pavement markings, Type I (White) (8") (Solid), as per plans and specifications, per linear foot, for	LF	**950**	$ 1.89	$ 1,795.50	$ 1.80	$ 1,710.00	$ 3.00	$ 2,850.00
666SW-12	Reflectorized pavement markings, Type I (White) (12") (Solid), as per plans and specifications, per linear foot, for	LF	**200**	$ 6.30	$ 1,260.00	$ 9.20	$ 1,840.00	$ 7.50	$ 1,500.00
666SY-24	Reflectorized pavement markings, Type I (Yellow) (24") (Solid), as per plans and specifications, per linear foot, for	LF	**50**	$ 9.98	$ 498.75	$ 14.00	$ 700.00	$ 12.00	$ 600.00
666SW-24	Reflectorized pavement markings, Type I (White) (24")(Stop Bar and Mid-Block Crosswalks), as per plans and specifications, per linear foot, for	LF	**100**	$ 8.72	$ 871.50	$ 14.00	$ 1,400.00	$ 12.00	$ 1,200.00
666A-L	Reflectorized pavement markings, Type I, (Left Turn Arrow), as per plans and specifications per each, for	EA	**16**	$ 174.30	$ 2,788.80	$ 246.00	$ 3,936.00	$ 300.00	$ 4,800.00
666A-R	Reflectorized pavement markings, Type I, (Right Turn Arrow), as per plans and specifications per each, for	EA	**2**	$ 174.30	$ 348.60	$ 246.00	$ 492.00	$ 300.00	$ 600.00

666A-SL	Reflectorized pavement markings, Type I, (Strait Left Turn Arrow), as per plans and specifications per each, for	EA	**3**	$ 315.00	$ 945.00	$ 246.00	$ 738.00	$ 450.00	$ 1,350.00
666-O	Reflectorized pavement markings, Type I, (White) ("Only") Symbol, as per plans and specifications per each, for	EA	**8**	$ 262.50	$ 2,100.00	$ 285.00	$ 2,280.00	$ 350.00	$ 2,800.00
666-B	Reflectorized pavement markings, Type I, (White) (Bike Symbol with Arrow), as per plans and specifications per each, for	EA	**27**	$ 435.75	$ 11,765.25	$ 412.00	$ 11,124.00	$ 500.00	$ 13,500.00
672-II	Raised Pavement Markers, Type II, (Blue for Fire Hydrant Markers), as per plans and specifications, per each, for	EA	**60**	$ 18.90	$ 1,134.00	$ 14.30	$ 858.00	$ 15.00	$ 900.00
672-II-A-A	Raised Pavement Markers, Type II-A-A, (Yellow markers with amber reflectors), as per plans and specifications, per each, for	EA	**70**	$ 18.90	$ 1,323.00	$ 8.60	$ 602.00	$ 15.00	$ 1,050.00
752	Stump Removal by Grinding on Alleys 43 and 48, in place, as per plans and specifications, per each, for	EA	**3**	$ 500.00	$ 1,500.00	$ 572.00	$ 1,716.00	$ 900.00	$ 2,700.00
800	Asphalt Overlay Allowance for construction contingency, as per plans and specification, per lump sum, for	LS	**1**	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00
TOTAL					$ 3,187,611.40		$ 2,881,504.51		$ 4,134,995.55

Shaw Street Trench Drain

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	CONTRACT QUANTITY	EOPC		1 REYNOLDS AND KAY		2 Lone Star	
				UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
TD-1	Remove existing 15 inch clay or RCP pipe, in place, as per plans and specifications, per square yard, for	LF	**650**	$ 60.00	$ 39,000.00	$ 51.00	$ 33,150.00	$ 300.00	$ 195,000.00
529	Remove and Replace existing curb and gutter, (Class A, Reinforced) as per plans and specifications, in place, per linear foot, for	LF	**580**	$ 63.00	$ 36,540.00	$ 40.00	$ 23,200.00	$ 100.00	$ 58,000.00
530-D	Remove and replace standard 4-inch-thick reinforced concrete sidewalks, thickened edge along back of curb, complete and in place, for,	SY	**215**	$ 137.55	$ 29,573.25	$ 135.00	$ 29,025.00	$ 150.00	$ 32,250.00
531	Remove and Replace existing sidewalk (if required), in place, as per plans and specifications, per each, for	SY	**10**	$ 300.00	$ 3,000.00	$ 235.00	$ 2,350.00	$ 275.00	$ 2,750.00
162	Block Sodding, in place, per square yard for,	SY	**216**	$ 15.75	$ 3,402.00	$ 14.00	$ 3,024.00	$ 15.00	$ 3,240.00
WM-1	Remove & Adjust existing water meters (if required), per plans and specifications in place, per linear foot, for	EA	**5**	$ 250.00	$ 1,250.00	$ 115.00	$ 575.00	$ 800.00	$ 4,000.00
TOTAL					$ 112,765.25		$ 91,324.00		$ 295,240.00

Fair Park Island

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	CONTRACT QUANTITY	EOPC		1 REYNOLDS AND KAY		2 Lone Star	
				UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
528	6-inch colored and stamped reinforced concrete, in place, as per plans and specifications, per square yard, for	SY	**31**	$ 63.00	$ 1,953.00	$ 295.00	$ 9,145.00	$ 250.00	$ 7,750.00
529	Remove and Replace existing curb and gutter, (Class A, Reinforced) as per plans and specifications, in place, per linear foot, for	SY	**72**	$ 63.00	$ 4,536.00	$ 47.35	$ 3,409.20	$ 100.00	$ 7,200.00
TOTAL					$ 6,489.00		$ 12,554.20		$ 14,950.00
				Asphalt Overlay Total	$ 3,306,865.65		$ 2,985,382.71		$ 4,445,185.55
					$ 3,148,136.10				

ALLEY PAVING ITEMS Included in Base Bid (Separate Invoice)

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	CONTRACT QUANTITY	EOPC		1 REYNOLDS AND KAY		2 Lone Star	
				UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL

132	Select Fill for Undercutting Trees and Unstable Subgrade, in place, as per plans and specifications, per cubic yard, for	CY	**20**	$ 40.00	$ 800.00	$ 135.45	$ 2,709.00	$ 40.00	$ 800.00
251-A	Pulverize Existing Asphalt and Base 10.5" Min, including removal of 2.5" excess pulverized material, in place, as per plans and specifications, per square yard, for	SY	**1,725**	$ 9.00	$ 15,525.00	$ 25.80	$ 44,505.00	$ 7.50	$ 12,937.50
275-A	Cement (~5%), (32 lbs/SY) by Dry Weight, in place, as per plans and specifications, per ton, for	TONS	**28**	$ 315.00	$ 8,820.00	$ 295.00	$ 8,260.00	$ 250.00	$ 7,000.00
275-B	Cement Treatment (Stabilize Pulverized Material 8" Depth), in place, as per plans and specifications, per square yard, for	SY	**1,725**	$ 6.90	$ 11,902.50	$ 12.60	$ 21,735.00	$ 6.00	$ 10,350.00
341M-DA	HMAC Surface, 1 ½" to 2" (Type "D"), in place, as per plans and specifications, per ton for	TONS	**238**	$ 162.75	$ 38,734.50	$ 180.00	$ 42,840.00	$ 220.00	$ 52,360.00
502	Barricades, signs and traffic control, in place, as per plans and specifications, per lump sum, for	LS	**1**	$ 2,000.00	$ 2,000.00	$ 2,300.00	$ 2,300.00	$ 8,500.00	$ 8,500.00
530-A	Concrete Driveway Approach Replacement, per plans and specifications, in place, per square yard, for	SY	**107**	$ 137.50	$ 14,712.50	$ 135.00	$ 14,445.00	$ 120.00	$ 12,840.00
530-B	Concrete Pavement - Remove existing asphalt or concrete and Replace with 7" concrete pavement (Class A), No. 4 bars at 18" c/c, as per plans and specifications, in place, per square yard, for	SY	**302**	$ 137.50	$ 41,525.00	$ 155.00	$ 46,810.00	$ 150.00	$ 45,300.00
752	Stump Removal by Grinding on Alleys 43 and 48, in place, as per plans and specifications, per each, for	EA	**7**	$ 500.00	$ 3,500.00	$ 570.00	$ 3,990.00	$ 900.00	$ 6,300.00
800	Alley Paving Allowance for construction contingency, as per plans and specification, per lump sum, for	LS	**1**	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
TOTAL					$ 142,519.50		$ 192,594.00		$ 161,387.50

LAKE TYLER – Marina, Eastside, Bradshaw and McElroy: Included in Base Bid (Separate Invoice)

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	CONTRACT QUANTITY	EOPC		1 REYNOLDS AND KAY		2 Lone Star	
				UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
502	Lake Tyler Barricades, signs, and traffic control, in place, as per plans and specifications, per lump sum, for	LS	**1**	$ 2,000.00	$ 2,000.00	$ 2,300.00	$ 2,300.00	$ 8,500.00	$ 8,500.00
800	Asphalt Overlay Allowance for construction contingency, as per plans and specification, per lump sum, for	LS	**1**	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
	SLACK ROAD SEAL COAT								
315-5	Fog Seals, (No. 5 Rock), (48,432 SY, 30/70, 0.13 gal/SY), in place, as per plans and specifications, per gallon emulsion, for	GAL	**676**	$ 12.18	$ 8,233.68	$ 10.70	$ 7,233.20	$ 5.00	$ 3,380.00
316-A	AC-20-5TR, (0.25 Gal/SY) in place, as per plans and specifications, per gallon, for	GAL	**4,333**	$ 1.75	$ 7,582.75	$ 5.00	$ 21,665.00	$ 5.75	$ 24,914.75
316-PD5	Type PD or D, Grade 5 Aggregate, (131 SY/CY) in place, as per plans and specifications, per square yard, for	SY	**17,333**	$ 1.55	$ 26,866.15	$ 1.41	$ 24,439.53	$ 1.75	$ 30,332.75
351-A	Flexible Pavement Structure Repair 6" (Type C or D), (Marina Parking Lot), in place, as per plans and specifications, per ton	TONS	**75**	$ 226.00	$ 16,950.00	$ 238.00	$ 17,850.00	$ 275.00	$ 20,625.00
	BRADSHAW ROAD								
341M-D	HMAC 1 ½" (Type "D"), (1611' x 22'), in place, as per plans and specifications, per ton, for	TONS	**340**	$ 162.75	$ 55,335.00	$ 170.00	$ 57,800.00	$ 220.00	$ 74,800.00
351-A	Flexible Pavement Structure Repair 6" (Type C or D), in place, as per plans and specifications, per ton	TONS	**72**	$ 226.00	$ 16,272.00	$ 238.00	$ 17,136.00	$ 275.00	$ 19,800.00
401	Flowable Backfill in place per plans and specifications per cubic yard, for	CY	**2.5**	$ 400.00	$ 1,000.00	$ 1,240.00	$ 3,100.00	$ 400.00	$ 1,000.00
4447-15	Thermoplastic Pipe (HDPE) 15-inch diameter, Type 1 Bedding, in place, as per plans and specifications, per linear foot for	LF	**28**	$ 140.00	$ 3,920.00	$ 171.00	$ 4,788.00	$ 107.00	$ 2,996.00
	McELROY ROAD REPAIR								
351-A	Flexible Pavement Structure Repair 6" (Type C or D), (75' x 10'), in place, as per plans and specifications, per ton	CY	**70**	$ 226.00	$ 15,820.00	$ 238.00	$ 16,660.00	$ 275.00	$ 19,250.00
TOTAL					$ 203,979.58		$ 222,971.73		$ 255,598.50

TOTAL	**Base Bid Total**	$ 3,449,385.15	$ 3,400,948.44		$ 4,862,171.55

ADD ALTERNATE 1- Baker Group 1:

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	CONTRACT QUANTITY	EOPC		1 REYNOLDS AND KAY		2 Lone Star	
				UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
341M-D	HMAC 1 ½" (Type "D"), in place, as per plans and specifications, per ton, for	TONS	**685**	$ 150.00	$ 102,750.00	$ 145.00	$ 99,325.00	$ 220.00	$ 150,700.00
351-A	Flexible Pavement Structure Repair 6" (Type C), in place, as per plans and specifications, per ton, for	TONS	**130**	$ 210.00	$ 27,300.00	$ 207.00	$ 26,910.00	$ 275.00	$ 35,750.00
354-A	Planing, 0" to 2" depth, in place, as per plans and specifications, per square yard, for	SY	**2,034**	$ 3.00	$ 6,102.00	$ 2.85	$ 5,796.90	$ 3.00	$ 6,102.00
529	Remove and Replace existing curb and gutter, (Class A, Reinforced) as per plans and specifications, in place, per linear foot, for	LF	**155**	$ 75.00	$ 11,625.00	$ 57.75	$ 8,951.25	$ 100.00	$ 15,500.00
479-A	Adjust existing sanitary sewer manholes, in place, as per plans and specifications, per each, for	EA	**3**	$ 600.00	$ 1,800.00	$ 575.00	$ 1,725.00	$ 500.00	$ 1,500.00
479-B	Adjust existing water valves boxes, in place, as per plans and specifications, per each, for	EA	**2**	$ 700.00	$ 1,400.00	$ 450.00	$ 900.00	$ 500.00	$ 1,000.00
502	Barricades, signs, and traffic control, in place, as per plans and specifications, per lump sum, for	LS	**1**	$ 3,000.00	$ 3,000.00	$ 1,375.00	$ 1,375.00	$ 8,500.00	$ 8,500.00
TOTAL					$ 153,977.00		$ 144,983.15		$ 219,052.00

ADD ALTERNATE 2 - Baker Group 2:

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	CONTRACT QUANTITY	EOPC		1 REYNOLDS AND KAY		2 Lone Star	
				UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
340-A	HMAC 1 ½" (Type "D"), in place, as per plans and specifications, per ton, for	TONS	**804**	$ 150.00	$ 120,600.00	$ 145.00	$ 116,580.00	$ 220.00	$ 176,880.00
351-A	Flexible Pavement Structure Repair 6" (Type C), in place, as per plans and specifications, per ton, for	TONS	**20**	$ 210.00	$ 4,200.00	$ 207.00	$ 4,140.00	$ 275.00	$ 5,500.00
354-A	Planing, 0" to 2" depth, in place, as per plans and specifications, per square yard, for	SY	**10,105**	$ 3.00	$ 30,315.00	$ 2.85	$ 28,799.25	$ 3.00	$ 30,315.00
479-A	Adjust existing sanitary sewer manholes, in place, as per plans and specifications, per each, for	EA	**8**	$ 600.00	$ 4,800.00	$ 575.00	$ 4,600.00	$ 500.00	$ 4,000.00
479-B	Adjust existing water valves boxes, in place, as per plans and specifications, per each, for	EA	**12**	$ 700.00	$ 8,400.00	$ 450.00	$ 5,400.00	$ 500.00	$ 6,000.00
502	Barricades, signs, and traffic control, in place, as per plans and specifications, per lump sum, for	LS	**1**	$ 3,000.00	$ 3,000.00	$ 1,500.00	$ 1,500.00	$ 8,500.00	$ 8,500.00
TOTAL					$ 171,315.00		$ 161,019.25		$ 231,195.00

BASE BID TOTAL WITH ASPHALT OVERLAY, SHAW STREET, FAIR PARK, ALLEYS, AND LAKE TYLER	$ 3,653,364.73	$ 3,400,948.44	$ 4,862,171.55
BASE BID + ALT 1	$ 3,807,341.73	$ 3,545,931.59	$ 5,081,223.55
BASE BID + ALT 1 + ALT 2	$ 3,978,656.73	$ 3,706,950.84	$ 5,312,418.55

Recommend Award to Reynolds and Kay for the Base Bid + ALT 1 + ALT 2	$ 3,706,950.84

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-3

Date: December 11, 2024

Subject: Request that the City Council consider awarding the Medical and Pharmacy Stop-Loss contract to Voya for the calendar year starting January 1, 2025.

Item Reference: **Request for Proposals (RFP) #25-003 for January 1, 2025**

In accordance with the City's current agreement with Berkley (incumbent Stop Loss Carrier), we received our Stop Loss renewal on October 8, 2024. The renewal was a 16.43% increase. To ensure the City received the most competitive rates, the City sought stop loss proposals through a Request For Proposal (RFP) process on October 29, 2024.

The RFP requested a 1-year contract with the option to renew for 4 additional 1-year periods. After reviewing claims data, Berkley (incumbent) proposed a 16.43% increase, matching their initial renewal. The City received a quote from Voya at a 9.28% increase. This proposal was firm with final claims data through September. The proposal included a no new lasers contract and a 50% renewal rate cap. Other proposals included lasers or other contingencies.

Based on the estimated specific premium, aggregate premium, total estimated maximum liability, and options for coverage, we believe the Voya proposal is favorable.

The Medical and Pharmacy Stop-Loss premiums for calendar year 2024 estimated cost to be $914,293.68 based upon enrollment numbers as of November 2024. The projected calendar year 2025 cost for the Medical and Pharmacy Stop-Loss contract with Voya to the current plan is $999,112.08 with a specific individual deductible of $375,000. This premium price includes $35,617.20 for $1,000,000 of aggregate coverage for total combined claim exposure of above $21,143,972.88 for the calendar year based on current enrollment.

The Stop-Loss premium costs for the past four calendar years compared to the same enrollment count are as follows:

Calendar Year - Medical & Pharmacy Stop Loss
2021 - $645,510 ($375K deductible - Medical & Pharmacy)
2022 - $701,527 ($375K deductible - Medical & Pharmacy)
2023 - $994,025 ($375K deductible - Medical & Pharmacy)
2024 - $902,410 ($375K deductible - Medical & Pharmacy)
2025 - $999,112 ($375K deductible - Medical & Pharmacy)

The Stop-Loss reimbursements for the past four calendar years are as follows:

Calendar Year
2021 - $0
2022 - $2,944,418
2023 - $0
2024 - $48,987 (YTD - October)

FISCAL YEAR FUNDING: Fiscal Year premiums calculations below are based on three months of 2024 premium and nine months of 2025 premium. The Fiscal Year 2024-2025 budget for this insurance coverage is as follows:

Employee Medical Stop-Loss - 661-0180-419-0485: $908,199
Retiree Medical Stop-Loss - 761-0180-419-0485: $105,568
Total: $1,013,767

RECOMMENDATION:

Recommend that the City Council award the Medical and Pharmacy Stop-Loss contract to Voya for the calendar year starting January 1, 2025.

Attachments:
McGriff Stop Loss Presentation. Council 12.11.24

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

Edited/Submitted By:
City Manager

City of Tyler

Marketing Analysis

RFP# 25-003

December 11, 2024



Presented By:
Lance Pendley – Senior Vice President

Overview

1. Stop Loss RFP #25-003
   - RFP Recap & Overview
   - RFP Analysis
   - Recommendation



Recap & Overview - RFP #25-003 *(Effective 1.1.2025)*

- Request for Proposal for Stop Loss Insurance released in October 2024 for January 1, 2025
  - Requested 1 year contract with the option to renew for 4 additional 1-year periods.

- 15 Insurance Carriers were sent the RFP
  - 1 declined
  - 10 could not firm up rates
  - 4 quotes

- Voya offered the most competitive terms for City of Tyler for the 2025 plan year
  - 9.28% Calendar Year increase ($84,818.40 premium increase)
  - 4.28% Fiscal Year increase ($40,145.22 premium increase)

- Type of Contract with Voya
  - $375,000 Specific
  - 24/12 Contract
  - No new laser at renewal
  - 50% rate cap included at renewal
  - No current lasers

Stop Loss Calendar Year (Effective 1.1.2025)

		Current Plan	Proposed	Proposed	Proposed	Proposed
Stop Loss Carrier		**Berkley**	**Berkley**	**Wellpoint**	**Voya**	**UHC**
TPA/Network		**UHC**	**UHC**	**UHC**	**UHC**	**UHC**
SPECIFIC RETENTION		**$375,000**	**$375,000**	**$375,000**	**$375,000**	**$375,000**
Contract		60/12	72/12	24/12	24/12	24/12
Coverages		Medical + RX	Medical + RX	Medical + RX	Medical + RX	Medical + RX
Lifetime Maximum Reimbursemen		Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Specific Rates						
Single	398	$37.07	$44.86	$37.35	$47.98	$41.98
Family	488	$119.36	$137.94	$116.13	$125.40	$115.44
Composite	886	$82.39	$96.13	$80.74	$90.62	$82.44
Specific Monthly Premium		**$73,001.54**	**$85,169.00**	**$71,536.74**	**$80,291.24**	**$73,042.76**
Specific Annual Premium		**$876,018.48**	**$1,022,028.00**	**$858,440.88**	**$963,494.88**	**$876,513.12**
Aggregate Rate						
Composite		$3.60	$4.00	$3.50	$3.35	$3.94
Aggregate Monthly Premium		**$3,189.60**	**$3,544.00**	**$3,101.00**	**$2,968.10**	**$3,490.84**
Aggregate Annual Premium		**$38,275.20**	**$42,528.00**	**$37,212.00**	**$35,617.20**	**$41,890.08**
AGGREGATE RETENTION		$375,000	$375,000	$375,000	$375,000	$375,000
Contract		60/12	72/12	24/12	24/12	24/12
Coverages		Medical + RX	Medical + RX	Medical + RX	Medical + RX	Medical + RX
Run-In Limit		N/A	N/A	N/A	N/A	N/A
Maximum Reimbursement		$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000
Corridor		125%	125%	125%	125%	125%
Aggregate Factors						
Composite		$1,878.64	$1,915.32	$1,983.66	$1,894.74	$1,886.81
Monthly Attachment Factor		**$1,664,475.04**	**$1,696,973.52**	**$1,757,522.76**	**$1,678,739.64**	**$1,671,713.66**
Annual Attachment Factor		**$19,973,700.48**	**$20,363,682.24**	**$21,090,273.12**	**$20,144,875.68**	**$20,060,563.92**
Annual Difference		**-**	**$389,981.76**	**$1,116,572.64**	**$171,175.20**	**$86,863.44**
Percent Difference		**-**	**1.95%**	**5.59%**	**0.86%**	**0.43%**
TOTAL FIXED COSTS						
Total Monthly Premium		**$76,191.14**	**$88,713.00**	**$74,637.74**	**$83,259.34**	**$76,533.60**
Total Annual Premium		**$914,293.68**	**$1,064,556.00**	**$895,652.88**	**$999,112.08**	**$918,403.20**
Annual Difference		**-**	**$150,262.32**	**($18,640.80)**	**$84,818.40**	**$4,109.52**
Percent Difference		**-**	**16.43%**	**-2.04%**	**9.28%**	**0.45%**
Total Maximum Liability		**$20,887,994.16**	**$21,428,238.24**	**$21,985,926.00**	**$21,143,987.76**	**$20,978,967.12**
Annual Difference		**-**	**$540,244.08**	**$1,097,931.84**	**$255,993.60**	**$90,972.96**
Percent Difference		**-**	**2.59%**	**5.26%**	**1.23%**	**0.44%**
Notes:		No New Lasers at renewal included with 55% rate cap	No new Lasers at renewal with 55% rate cap	No New Lasers at renewal Included w/ 40% rate cap Claimant 1: 12/12 contract Claimant 2: laser at $700K & 12/12 contract if Medicare not primary	No New Lasers at renewal Included w/ 50% rate cap	No New Lasers at renewal included w/ 50% rate cap Claimant 3: laser at $800K

McGriff

Stop Loss Fiscal Year (Effective 1.1.2025)

		Current Plan Year	23/24 FY	Proposed Fiscal Year
Stop Loss Carrier		**Berkley**	**Berkley**	**Voya**
TPA/Network		**UHC**	**UHC**	**UHC**
SPECIFIC RETENTION		**$375,000**	**$375,000**	**$375,000**
Contract		60/12	60/12	60/12
Coverages		Medical + RX	Medical + RX	Medical + RX
Lifetime Maximum Reimbursemen		Unlimited	Unlimited	Unlimited
Specific Rates				
Single	398	$37.07	$37.07	$47.98
Family	488	$119.36	$119.36	$125.40
Composite	886	$80.71	$80.71	$90.62
Specific Monthly Premium		**$73,001.54**	**$75,052.50**	**$941,625.78**
Specific Annual Premium		**$876,018.48**	**$900,630.00**	**$941,625.78**
Aggregate Rate				
Composite		$3.60	$3.60	$3.35
Aggregate Monthly Premium		**$3,189.60**	**$5,114.34**	**$2,968.10**
Aggregate Annual Premium		**$38,275.20**	**$37,132.26**	**$36,281.70**
AGGREGATE RETENTION		$375,000	$375,000	$375,000
Contract		60/12	60/12	60/12
Coverages		Medical + RX	Medical + RX	Medical + RX
Run-In Limit		N/A	N/A	N/A
Maximum Reimbursement		$1,000,000	$1,000,000	$1,000,000
Corridor		125%	125%	125%
Aggregate Factors				
Composite		$1,878.64	$1,878.64	$1,894.74
Monthly Attachment Factor		**$1,664,475.04**	**$1,664,475.04**	**$1,678,739.64**
Annual Attachment Factor		**$19,973,700.48**	**$19,334,823.60**	**$20,102,081.88**
Annual Difference		**-**	**-**	**$767,258.28**
Percent Difference		**-**	**-**	**3.97%**
TOTAL FIXED COSTS				
Total Annual Premium		**$914,293.68**	**$937,762.26**	**$977,907.48**
Annual Difference		**-**	**-**	**$40,145.22**
Percent Difference		**-**	**-**	**4.28%**
Total Maximum Liability		**$20,887,994.16**	**$20,272,585.86**	**$21,079,989.36**
Annual Difference		**-**	**-**	**$807,403.50**
Percent Difference		**-**	**-**	**3.98%**
Notes:		No New Lasers at renewal included with 50% rate cap	No New Lasers at renewal included with 50% rate cap	No new Lasers at renewal with 50% rate cap

Recommendation

We are requesting City Council to award the following:

- RFP #25-003
  - Stop Loss – Award contract to Voya



5080 Spectrum Drive, Suite 900 E | Addison, TX 75001
Phone: (469) 232-2100

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CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-1

Date: December 11, 2024

Subject: Request that the City Council consider declaring Lot 11A Block: 249A surplus property and authorize the City Manager to dispose of this property.

Item Reference:

The vacant property was intended to serve as ROW for Hwy 31 E. This lot creates expenses for the city and has no strategic value for any city department. Staff recommends that the City dispose of this property and place it back on the property tax roll. Furthermore, once sold, it would alleviate further expenses for the city to maintain the property.

An adjoining landowner has expressed interest in purchasing this property. However, due to its small size, it would be excluded from the bidding process.

RECOMMENDATION:

Recommend that the City Council declare Lot 11A Block: 249A surplus property and authorize the City Manager to dispose of this property.

Attachments:
328 Saunders Ave map.pdf

Drafted/Recommended By:
Department Leader Lance Yarema GIS Coordinator

Edited/Submitted By:
City Manager



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

9/9/2024

City of Tyler

1 inch equals 70 feet

Path: \\cityoftyler.net\share\Users\FOLDER_REDIRECTIONS$\jyarema\Desktop\GIS (Pro)\GIS (Pro)\GIS (Pro).aprx

Proposed Surplus Property Declaration

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-2

Date: December 11, 2024

Subject: Request that the City Council consider declaring tracts 4.2 and 22 on C R 1185 surplus property and authorize the City Manager to dispose of this property.

Item Reference:

The vacant properties were originally more extensive tracts but were divided due to the ROW of C R 1185. These tracts create expenses for the city and have no strategic value for any city department. Staff recommends that the City dispose of this property and place it back on the property tax roll. Furthermore, once sold, it would alleviate further expenses for the city to maintain the property.

Due to their small and irregular size, they would be excluded from the bidding process. An adjacent property owner could purchase these tracts and re-plat them into a larger tract with access to C R 1185.

RECOMMENDATION:

Recommend that the City Council declare tracts 4.2 and 22 on C R 1185 surplus property and authorize the City Manager to dispose of this property.

Attachments:
5400 and 5500 C R 1185 map.pdf

Drafted/Recommended By:
Department Leader Lance Yarema GIS Coordinator

Edited/Submitted By:
City Manager



Spatial Reference
Name: NAD 1983 StatePlane Texas North Central FIPS 4202 Feet
7/17/2024

City of Tyler

1 inch equals 300 feet

Path: \\cityoftyler.net\shared\Users\FOLDER_REDIRECTIONS\yanemai\Desktop\GIS (Pro)\GIS (Pro)\GIS (Pro).aprx

Proposed Surplus Property Declaration

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-3

Date: December 11, 2024

Subject: Request that the City Council consider authorizing the City Manager to ratify an expenditure in the amount of $132,692.90 for the Mandated Annual Water Quality Assessment Fee to the Texas Commission on Environmental Quality.

Item Reference: **Texas Water Code Section 26.0135 Requirement**

Under Texas law, adopted in 1991 and amended in 1997, the Clean Rivers Program (CRP) requires ongoing, comprehensive assessment (testing, analysis, and reporting) of water quality for each river basin in Texas. Texas Water Code Section 26.0135 requires the Texas Commission on Environmental Quality (TCEQ) to recover reasonable costs of the assessment program from wastewater treatment permit holders and water use permit holders. The fee for wastewater treatment permit holders is based on the permitted flow limits and traditional pollutant limits (biochemical oxygen demand, total suspended solids and ammonia) as prescribed in the facility's effluent discharge permit issued under the Texas Pollutant Discharge Elimination System Program (TPDES) implemented by the TCEQ.

RECOMMENDATION:

It is recommended that the City Council ratify an expenditure in the amount of $132,692.90 for the Mandated Annual Water Quality Assessment Fee to the Texas Commission on Environmental Quality.

Attachments:
TCEQ Annual Wastewater Permit Fees

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

Edited/Submitted By:
City Manager

CITY OF TYLER
PURCHASING DEPARTMENT
ATTN: SHERRY PETTIT
304 NORTH BORDER
TYLER, TEXAS 75702
903-531-1232

PURCHASE ORDER
301149

PAGE: 1
P.O. NO.: 301149
DATE: 11/04/24
CHANGE #:
DATE CHANGE:

ISSUED TO: TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY
PO BOX 13089
AUSTIN, TX 78711-3089

SHIP TO: City of Tyler
TREATMENT PLANT
14939 CR 46
TYLER, TX 75704

VENDOR NO.
8091

DELIVER BY	SHIP VIA	F.O.B.	TERMS
11/04/24			NET

CONFIRM BY	CONFIRM TO	REQUISITIONED BY
	SHERRY PETTIT	

FREIGHT	CONTRACT NO	ACCOUNT NO	PROJECT	REQ. NO.	REQ DATE
		SEE BELOW			

LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1.0	EA	ANNUAL WASTEWATER PERMIT FEE FOR WESTSIDE PLANT Invoice #CWQ0077176	77919.9100	77919.91
2	1.0	EA	ANNUAL WASTEWATER PERMIT FEE FOR SOUTHSIDE PLANT Invoice #CWQ0077177	54772.9900	54772.99

SUB-TOTAL	132692.90
TOTAL	132692.90

SIGNED BY: Gary Durham
GARY DURHAM, PURCHASING AGENT

Important Instructions and Conditions on Reverse Side

TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY

INVOICE

OCT 31 AM 9:53

COMPANY: CITY OF TYLER
ACCOUNT: 23002257

DETACH BOTTOM PORTION AND RETURN ORIGINAL COUPON WITH PAYMENT

ACCOUNT NO.	INCLUDES PAYMENTS THROUGH:	COLL COST RECOVERY	LATE FEES	BALANCE DUE
23002257	OCT10,24	0.00	0.00	77,919.91

INVOICE DATE	INVOICE NO.	DESCRIPTION	AMOUNT	BALANCE
OCT31,24	CWQ0077176	PERMIT 0010653001 FY25 PERMIT	77,919.91	77,919.91

Please return the original coupon with payment. For questions concerning calculations or site location, please call 512-239-4671.

77,919.91

See REVERSE SIDE for Explanation of Charges and TCEQ Contact Telephone Numbers.

PLEASE PAY THIS AMOUNT
INCLUDE ACCOUNT NUMBER ON CHECK

TCEQ VIPP Form AR41A 02-17-2011

OCT10,24

DETACH THIS PORTION AND RETURN WITH CHECK OR MONEY ORDER PAYABLE TO:

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

ACCOUNT NO.	BALANCE DUE
23002257	77,919.91

☐ CHECK HERE IF YOUR ADDRESS HAS CHANGED.
PLEASE INDICATE ADDRESS CHANGE ON BACK

INVOICES NOT PAID WITHIN 30 DAYS OF INVOICE DATE WILL ACCRUE PENALTIES

CITY OF TYLER

PO BOX 2039

TYLER TX 75710-2039

0023002257 1533360 00077919911130243

AI Billing Summary Insert

WQ0010653001 AR23002257

Account Receivable No.: 23002257
Billing Customer: CITY OF TYLER

Permit/Registration No.: WQ0010653001
Customer Name: CITY OF TYLER

Facility/Site Name: WESTSIDE WWTP
Authorization Type: PUB DOM WW

Flow:

Sum of Contaminated Flow Limit:	13
Sum of Uncontaminated Flow Limit:	0
Total Flow Assessment:	$11050

Pollutants:

Sum of Oxygen Demand (lbs/day):	1084.2
Sum of Suspended Solids (lbs/day):	1626.3
Sum of Ammonia (lbs/day):	325.26
Sum of Heat (temperature):	0
Total Pollutants Fee Assessment:	$45536.4

Facility Indicators used to determine the total assessment:

Aquaculture:	NO	
Stormwater Only:	NO	$0
Stormwater Fee:	NO	$0
EPA Facility Classification:	MAJOR	$2000
Facility Toxic Rating:	0	$0
Facility Disposal Method:	DISCHARGE	0% Reduction
Facility Operational Status:	ACTIVE	0% Reduction
Multiplier:	1.33	
Total Permit Fee:	$77919.91	

Extension data used to determine the fee assessment:

Extension Name	Uncontam Flow	Contam Flow	Oxygen Demand	TSS	Ammonia	Heat
	0	0	0	0	0	0
23686 OTFL 001 TPDES	0	13	1084.2	1626.3	325.26	0

Total Assessment: $77919.91

THE BILLING SUMMARY INSERT IS NOT A BILL. FOR INFORMATION ONLY.
PLEASE REFER TO THE BILLING STATEMENT TO MAKE PAYMENT.

OCT 31 AM 9:53

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

INVOICE

COMPANY: CITY OF TYLER
ACCOUNT: 23006508

DETACH BOTTOM PORTION AND RETURN ORIGINAL COUPON WITH PAYMENT

ACCOUNT NO.	INCLUDES PAYMENTS THROUGH:	COLL COST RECOVERY	LATE FEES	BALANCE DUE
23006508	OCT10,24	0.00	0.00	54,772.99

INVOICE DATE	INVOICE NO.	DESCRIPTION	AMOUNT	BALANCE
OCT31,24	CWQ0077177	PERMIT 0010653002 FY25 PERMIT	54,772.99	54,772.99

Please return the original coupon with payment. For questions concerning calculations or site location, please call 512-239-4671.

54,772.99

See REVERSE SIDE for Explanation of Charges and TCEQ Contact Telephone Numbers.

PLEASE PAY THIS AMOUNT
INCLUDE ACCOUNT NUMBER ON CHECK

TCEQ VIPP Form AR41A 02-17-2011

OCT10,24

DETACH THIS PORTION AND RETURN WITH CHECK OR MONEY ORDER PAYABLE TO:

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

ACCOUNT NO.	BALANCE DUE
23006508	54,772.99

☐ CHECK HERE IF YOUR ADDRESS HAS CHANGED. PLEASE INDICATE ADDRESS CHANGE ON BACK

INVOICES NOT PAID WITHIN 30 DAYS OF INVOICE DATE WILL ACCRUE PENALTIES

CITY OF TYLER
PO BOX 2039
TYLER TX 75710-2039

0023006508 1533360 00054772991130244

AI Billing Summary Insert

WQ0010653002 AR23006508

Account Receivable No.: 23006508
Billing Customer: CITY OF TYLER

Permit/Registration No.: WQ0010653002
Customer Name: CITY OF TYLER

Facility/Site Name: SOUTHSIDE WWTP
Authorization Type: PUB DOM WW

Flow:

Sum of Contaminated Flow Limit:	9
Sum of Uncontaminated Flow Limit:	0
Total Flow Assessment:	$7650

Pollutants:

Sum of Oxygen Demand (lbs/day):	751
Sum of Suspended Solids (lbs/day):	1126
Sum of Ammonia (lbs/day):	225.18
Sum of Heat (temperature):	0
Total Pollutants Fee Assessment:	$31532.7

Facility Indicators used to determine the total assessment:

Aquaculture:	NO	
Stormwater Only:	NO	$0
Stormwater Fee:	NO	$0
EPA Facility Classification:	MAJOR	$2000
Facility Toxic Rating:	0	$0
Facility Disposal Method:	DISCHARGE	0% Reduction
Facility Operational Status:	ACTIVE	0% Reduction
Multiplier:	1.33	
Total Permit Fee:	$54772.99	

Extension data used to determine the fee assessment:

Extension Name	Uncontam Flow	Contam Flow	Oxygen Demand	TSS	Ammonia	Heat
27687 OTFL 001 TPDES	0	9	751	1126	225.18	0
	0	0	0	0	0	0

Total Assessment: $54772.99

THE BILLING SUMMARY INSERT IS NOT A BILL. FOR INFORMATION ONLY.
PLEASE REFER TO THE BILLING STATEMENT TO MAKE PAYMENT.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-4

Date: December 11, 2024

Subject: Request that the City Council consider adopting a Resolution casting votes to elect candidates to serve as members of the Smith County Appraisal District Board of Directors.

Item Reference: **Texas Property Tax Code 6.03**

Historically, the Smith County Appraisal District (SCAD) was governed by a seven-member Board of Directors, with the county tax assessor-collector serving as an 8th nonvoting director. Directors were appointed directly by taxing units participating in the District. Senate Bill 2 of Special Session #2 of the 88th Texas Legislature makes significant changes to the composition of the Smith CAD Board of Directors. The transition has occurred throughout 2024, and on January 1, 2025, the board will consist of nine (9) members as follows:
* 5 members appointed by the taxing units
* 3 members elected at a general election (first election was held May 2024)
* 1 tax assessor/collector as ex officio member

Prior to SB 2, appointed members served two-year terms. The language of SB2 temporarily limited the term of members appointed in 2024 to a one-year term. SB 2 also requires staggered terms for the five members appointed in 2025.
To initiate staggered terms, two of the five members appointed in 2025 will serve a term of one year, while three of the five members will serve a term of three years. Thereafter, all appointed members will serve four-year terms. Moving forward, there will be an entity appointment process every two years with two members being appointed on one cycle and the other three members being appointed on the second cycle. To be eligible to serve as a director, an individual must be a resident of the county and must have resided in the county for two years. An employee of a taxing unit within Smith County is not eligible to serve unless that person is also a member of the governing body or is an elected official of a taxing unit within the county.

For 2025, each taxing entity was notified by the SCAD that the entity could nominate up to five (5) candidates. The nominations were to be by resolution adopted by the governing body of the entity. Once all nominations were submitted, SCAD mailed the City the attached ballot listing each candidate, along with the attached listing of the taxing entities within Smith County that are eligible to participate in this process, along with their entitled number of votes. The City may cast all of its votes (76) for one candidate or may distribute the votes among any number of candidates. Former Tyler City Councilmember Mark Whatley is currently the City's representative and will complete his fourth term on December 31, 2024.

Attached is a Resolution to be voted on by the City Council, which will cast the City's 76 votes for the candidate(s) for the position of director of the Smith Central Appraisal District as follows:

City of Tyler representative Mark Whatley - Number of Votes:
[Insert Candidate Name] - Number of Votes:
[Insert Candidate Name] - Number of Votes:

RECOMMENDATION:

Request that the City Council consider adopting a Resolution casting votes to elect candidates to serve as members of the Smith County Appraisal District Board of Directors.

Attachments:
cty tyler election ballot
2024 SCAD Resolution to Cast Votes-Mark Whatley 11.24.24 Legaledits ab SK

Drafted/Recommended By:
Department Leader Deborah Pullum, City Attorney

Edited/Submitted By:
City Manager

SMITH COUNTY APPRAISAL DISTRICT

245 SSE LOOP 323 – TYLER, TEXAS 75702

Election Ballot 2025

Board of Directors
Smith County Appraisal District

Jurisdiction:	Total Voting Entitlement:
City of Tyler	76

Section 6.0301 of the Texas Property Tax Code requires five directors to be appointed by the taxing units that participate in the district in the manner prescribed by Section 6.03, Texas Tax Code. In this appointment cycle, two appointed members of the board of directors will serve a term of one year, and three appointed members of the board of directors will serve a term of three years, with all five terms beginning January 1, 2025.

The candidates listed below were duly nominated by the voting governing bodies and now stand for election for the five (5) positions. Only one ballot per entity may be submitted.

Candidate:	Votes Cast:
Dwyer Annie	_____
Elliott Glen Jr., Dr	_____
LaFluer Ernest	_____
Laredo Marc	_____
Mason Orenthia Rev	_____
Whatley Mark	_____
Wolf Jonathan	_____

Cast your votes for the candidate(s) of your choice and return the ballot along with a signed resolution of the board vote, to the Smith County Appraisal District by Monday, December 16, 2024.

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, CASTING VOTES TO ELECT CANDIDATES TO SERVE AS MEMBERS OF THE SMITH COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Section 6.03 of the Texas Property Tax Code establishes the selection process for Appraisal District Directors; and

WHEREAS, the Smith County Appraisal District is governed by a board of nine directors, five of whom are appointed by the taxing units that participate in the district that are entitled to vote; and

WHEREAS, the chief appraiser has notified each taxing unit entitled to vote of the number of votes it may cast; and

WHEREAS, the City Council of the City of Tyler previously nominated Mark Whatley as the City of Tyler representative to the Smith County Appraisal District Board; and

WHEREAS, the Smith County Appraisal District Chief Appraiser has prepared a ballot listing the nominees alphabetically by each candidate's last name; and

WHEREAS, the chief appraiser has delivered a copy of the ballot to the presiding officer of the governing body of each taxing unit entitled to vote; and

WHEREAS, each taxing unit entitled to vote must cast its vote by written resolution and submit it to the chief appraiser before December 16, 2024; and

WHEREAS, the City of Tyler may cast all of its 76 votes for one candidate or distribute them among any number of candidates.

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

PART 1: That Mark Whatley is the City of Tyler's selection as the representative to serve as director of the Smith County Appraisal District beginning January 1, 2025.

PART 2: That the total voting entitlement number of 76 votes allocated to the City of Tyler by the Smith County Appraisal District for the candidate(s) for the position of director of the Smith Central Appraisal District are cast as follows:

City of Tyler representative Mark Whatley – Number of Votes: _____
[Insert Candidate Name] – Number of Votes: _____
[Insert Candidate Name] – Number of Votes: _____

PART 3: That the Casting of Votes to elect candidates to serve in the position of director of the Smith County Appraisal District was taken on this date in a properly noticed public meeting of the City Council of the City of Tyler in accordance with the statutory requirements set out in Texas Government Code Chapter 551 and Texas Property Tax Code Sections 6.03 and 6.0301.

PART 4: That this Resolution shall take immediate effect upon its adoption.

PART 5: That the City Manager is hereby directed to provide a copy of this Resolution to the Smith County Appraisal District.

ADOPTED this 11th day of December 2024.

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

ATTEST:

_____
CASSANDRA BRAGER
CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM
CITY ATTORNEY

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-5

Date: December 11, 2024

Subject: Request that the City Council consider ratifying the expenditure of $90,743.10, for the mandated Public Water System Fee to the Texas Commission on Environmental Quality.

Item Reference:

Title 30, Texas Administrative Code, Section 290.51; Texas Water Code, Section 5.103; Texas Health and Safety Code, Section 341.041.
The Texas Commission on Environmental Quality (TCEQ) requires all municipalities pay an annual public water system fee to cover expenses related to the annual water system inspection. This fee is based on a $2.45 charge per connection. The City of Tyler FY2025 water system fee is based on a connection count of 37,038.

RECOMMENDATION:

It is recommended that the City Council ratify the expenditure of $90,743.10 for the mandated Public Water System Fee to the Texas Commission on Environmental Quality.

Attachments:
FY2025 TCEQ Public Water System Fee

Drafted/Recommended By:
Department Leader Shane Wheeler, Manager Water Utilities Systems

Edited/Submitted By:
City Manager

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

INVOICE

COMPANY: CITY OF TYLER
ACCOUNT: 92120004

DETACH BOTTOM PORTION AND RETURN WITH PAYMENT - KEEP TOP PORTION FOR YOUR RECORDS - PAGE 1

ACCOUNT NO.	INCLUDES PAYMENTS THROUGH:	COLL COST RECOVERY	LATE FEES	BALANCE DUE
92120004	NOV13,24	0.00	0.00	90,743.10

INVOICE DATE	INVOICE NO.	DESCRIPTION	AMOUNT	BALANCE
NOV30,24	PHS0226584	REG_NUMBER 2120004 FY25 WATER SYSTEM FEE	90,743.10	90,743.10

This fee is based on data reported from the last inspection. Please call 512-239-4691 for assistance with the calculation of your fee. 90,743.10

See REVERSE SIDE for Explanation of Charges and TCEQ Contact Telephone Numbers.

PLEASE PAY THIS AMOUNT
INCLUDE ACCOUNT NUMBER ON CHECK

TCEQ VIPP Form AR41A 02-17-2011

NOV13,24

DETACH THIS PORTION AND RETURN WITH CHECK OR MONEY ORDER PAYABLE TO:

ACCOUNT NO.	BALANCE DUE
92120004	90,743.10

☐ CHECK HERE IF YOUR ADDRESS HAS CHANGED.
PLEASE INDICATE ADDRESS CHANGE ON BACK

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

INVOICES NOT PAID WITHIN 30 DAYS OF INVOICE DATE WILL ACCRUE PENALTIES

CITY OF TYLER

PO BOX 2039
TYLER TX 75710-2039

0092120004 1533367 00090743101231243

PAYMENT INFORMATION

INVOICES NOT PAID BY DUE DATE WILL ACCRUE PENALTIES

DETACH PAYMENT COUPON FROM BOTTOM OF FORM AND RETURN WITH PAYMENT IN THE ENVELOPE ENCLOSED.

Your check, certified check or money order should be made payable to the **Texas Commission on Environmental Quality.** Please include your account number on your check to ensure that payment is properly credited. You may also pay this account in full by credit card or electronic check using the following internet address: ***www.tceq.texas.gov/epay/***

If you think your billing is wrong, or if you need more information about a transaction, please address your questions to:

Texas Commission on Environmental Quality
P.O. Box 13088 - MC214
Austin, Texas 78711-3088

In your correspondence, please give us the following information:

1. **Your name and account number**
2. **The dollar amount of the suspected error**
3. **The date and reference number of the transaction(s) in question**
4. **Description of the suspected error**

The payment due date is 30 days from the invoice date. Penalty and interest charges assessed will be adjusted for fees not due. Failure to pay by the due date may result in return or denial of applications for licenses, permits, registrations, and certifications.

For Accounting questions, please contact:

Waste Fees	**(VCP, ILP, RLA, BYP)**	**512/239-0548**
	(HWG, NWG, HWF, NWF)	**512/239-6174**
	(SWD, WMS, SWM)	**512/239-0355**
	(WMB, BLP, SDP, TOX)	**512/239-0355**
Tier 2 Reporting	**(T2M, T2NM, T2PE)**	**512/239-0355**
Water Fees	**(GPS, GPW, PHS, RAF)**	**512/239-0366**
	(BWM, CRW, RGR, STX)	**512/239-0366**
	(CWQ, WQA, WWI, WWIR, EAP)	**512/239-0366**
	(WUF, WTR)	**512/239-0366**
Air Fees	**(AEF, EIF, EIT)**	**512/239-0355**
Admin Penalties	**(CAV, DCP, WDV, WQV, QWV, BPF2)**	**512/239-0548**
Dry Cleaning Fees	**(DCR)**	**512/239-6174**

For Technical questions & address changes, please contact the program via the email contact below:

AEF	AIR EMISSIONS FEE	airfees@tceq.texas.gov	**PHS**	PUBLIC HEALTH SERVICE	Wufees@tceq.texas.gov
BLP	WATERSHED MGMT. BENEF. LAND APPLI	WQ-ARPTeam@tceq.texas.gov	**RGR**	RIO GRANDE WATERMASTER	watermaster@tceq.texas.gov
BWM	BRAZOS WATER MASTER	brazoswm@tceq.texas.gov	**RLA**	RADIOACTIVE SUBSTANCE LICENSING FEE	radmat@tceq.texas.gov
BYP	RADIOACTIVE BY-PRODUCTS DISPOSAL	radmat@tceq.texas.gov	**RAF**	REGULATORY ASSESSMENT FEE	Wufees@tceq.texas.gov
CAV	ADMIN PENAL. - AIR POLL	acctrec@tceq.texas.gov	**SDP**	SURFACE DISPOSAL FEE	WQ-ARPTeam@tceq.texas.gov
CRW	CONCHO RIVER WATERMASTER	conchowm@tceq.texas.gov	**STX**	SOUTH TEXAS WATERMASTER	watermaster@tceq.texas.gov
CWQ	CONSOLIDATED WATER QUALITY FEE	WQ-ARPTeam@tceq.texas.gov	**SWD**	SOLID WASTE DISPOSAL FACILITIES	mswper@tceq.texas.gov
DCP	ADMIN PENAL. - DRY CLEANING	acctrec@tceq.texas.gov	**SWM**	SOLID WASTE MEDICAL TRANSPORTER FEE	wasteval@tceq.texas.gov
DCR	DRYCLEANING REGISTRATION FEE	dcreg@tceq.texas.gov	**T2M,T2NM,T2PE**	TIER II CHEMICAL REPORTING	Tier2Help@tceq.texas.gov
EIF	AIR INSPECTION FEE	airfees@tceq.texas.gov	**TOX**	TOXIC REPORTING FEE	toxic@tceq.texas.gov
GPS	GENERAL PERMIT STORMWATER FEE	SWPermit@tceq.texas.gov	**VCP**	VOLUNTARY CLEAN-UP	vcp@tceq.texas.gov
GPW	GENERAL PERMIT WASTEWATER FEE	WQ-ARPTeam@tceq.texas.gov	**WDV**	ADMIN PENAL. - WASTE DISP.	acctrec@tceq.texas.gov
HWF	HAZARDOUS WASTE FACILITIES	ihwper@tceq.texas.gov	**WMB**	WATERSHED MGMT. BENEF. LAND USE	WQ-ARPTeam@tceq.texas.gov
HWG	HAZARDOUS WASTE GENERATION	wasteval@tceq.texas.gov	**WMS**	WATERSHED MGMT. SLUDGE HAULERS	wasteval@tceq.texas.gov
ILP	INNOCENT LANDOWNER	vcp@tceq.texas.gov	**WQV**	ADMIN PENAL. - WATER QUAL.	acctrec@tceq.texas.gov
NWF	NONHAZARDOUS WASTE FACILITY	ihwper@tceq.texas.gov	**WTR**	WASTERWATER TRMT. RESRCH. COUNCIL	ossf@tceq.texas.gov
NWG	NONHAZARDOUS WASTE GENERATION	wasteval@tceq.texas.gov	**WUF**	WATER USE ASSESSMENT (WTR. RIGHTS)	wateruse@tceq.texas.gov

EXPLANATION OF CHARGES

The basis for each charge is identified by the facility, permit, application or other appropriate activity. The state fiscal year **(FY)** and the quarter of the year **(QTR)** to which the payment will be credited are shown where applicable. Delinquent fees are subject to a penalty of 5% per month for the first two months after the due date, after which an interest charge for CY 2024 of 9.50% per annum will be assessed. **In accordance with Government Code 2107.003(d), collection costs up to 30% may be assessed.**

TCEQ understands the account party may be a debtor in a pending bankruptcy proceeding. The portion of this invoice, if any, that represents pre-petition fees due is sent for informational purposes only and is not an attempt to recover a claim against the debtor. TCEQ will file an appropriate proof of claim with the bankruptcy court for such pre-petition fees. Any post-petition fees due and owing as shown on this invoice should be paid in accordance with this invoice.

TCEQ VIPP FORM AR41A1 09-24-2020

TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY
PO BOX 13089
AUSTIN TX 78711-3089

Note: TO CHANGE ACCOUNT NAME,
A CORE DATA FORM MUST BE SUBMITTED.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-6

Date: December 11, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute a new Lease Agreement with the United States Government for TSA lease space in the Tyler Pounds Regional Airport Terminal Building

Item Reference:

The Transportation Security Administration (TSA) has stationed a Federal security screening team at Tyler Pounds Regional Airport since 2005 to meet aviation security requirements.
The City of Tyler leases space within the terminal building to the United States Government for TSA office and training use. The current lease expires on December 31, 2024.
The total square footage of the leased space is 958 square feet. The term requested is ten years.

The Government shall pay the annual rent, totaling $61,126.22, from January 1, 2025, through December 31, 2034. The rental is paid monthly in arrears in the amount of $5,093.85. The total annual rent consists of Shell Rental Rent of $18,275.00, Operating Costs of $42,851.22 plus annual CPI adjustments.

On December 9, 2024, the Airport Advisory Board recommended approval of this request.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to execute a new Lease Agreement with the United States Government for TSA lease space in the Tyler Pounds Regional Airport Terminal Building.

Attachments:
GS-07P-LTX01384 Lease 01-01-25

Drafted/Recommended By:
Department Leader Steve Thompson, Airport Director

Edited/Submitted By:
City Manager

A. This Lease is made and entered into between

City of Tyler

(Lessor), whose principal place of business is **304 N Border AVE, Tyler, Texas, 75702-5623**, United States, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

B. Witnesseth**:** The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

Tyler Pounds Regional Airport, West Side Terminal, 700 Skyway Blvd., Tyler, TX, 75704-6644

and more fully described in Section 1 and **Exhibit "A",** together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

C. LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning on **January 1st, 2025**, and continuing for a period of

10 Years, 8 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

_____

Name: _____

Title: _____

Entity: _____

Date: _____

FOR THE GOVERNMENT:

_____

Name: _____

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: _____

WITNESSED FOR THE LESSOR BY:

_____

Name: _____

Title: _____

Date: _____

The information collection requirements contained in this Solicitation/Contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0086.

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (OCT 2024)

The Premises are described as follows:

B. Office and Related Space. **1,462** rentable square feet (RSF), yielding **1,462** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **1st** floor and known as the **West Side Terminal** of the Building, as depicted on the floor plan(s) attached hereto as **Exhibit "A"**. The leased space is comprised of **958 RSF** yielding **958 ANSI/BOMA** of office space and **504 RSF** yielding **504 ANSI/BOMA** of storage space (958 office + 504 storage =1,462). The Government and the Lessor have agreed that the use of the storage space may be terminated by the lessor with **90days** written notice to the Government.

B. Common Area Factor. The Common Area Factor (CAF) is established as **1 (1,462 RSF / 1,462 ABOA)**. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

C. INTENTIONALLY DELETED

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

B. Parking. There are no Government Owned Vehicle parking spaces; however, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes and Related Transmission Devices. (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (OCT 2023)

B. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	Years 1 – 10	
	Annual Rent	**Annual Rate / RSF (as rounded to the nearest penny)**
Shell Rental Rate	$18,275.00	$12.50
Operating Costs	$42,851.22	$29.31
Full-Service Rate	**$61,126.22**	**$41.81**

B. Rent is subject to adjustment based upon a mutual measurement of the Space upon acceptance, not to exceed **1,462 ABOA SF**. Based upon the methodology outlined under the "Payment" clause of GSA 3517, General Clauses.

C. Rent is subject to adjustment based upon the final TI cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to Lessor by electronic funds transfer (EFT) in accordance with the provisions of the General Clauses. Rent shall be payable using the EFT information contained in the System for Award Management (SAM). In the event the EFT information changes, the Lessor shall be responsible for providing the updated information to SAM. Failure by the Lessor to maintain an active registration in SAM may result in delay of rental payments until such time as the SAM registration is activated. This registration service is free of charge.

F. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises;"

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, subcontractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;

3. Performance or satisfaction of all other obligations set forth in this Lease; and,

B. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 TERMINATION RIGHTS (ON-AIRPORT) (SEP 2013)

B. The Government may terminate this Lease, in whole or in part, at any time during the term of this lease with **90** days' prior written notice to the Lessor if (i) regularly scheduled commercial air services cease, (ii) the airport opts to replace TSA screeners with private contractors, (iii) the checkpoint supported by the leased Space is closed, or (iv) the Government reduces its presence at the airport due to a reduction in enplanements. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

B. The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than **90** days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.05 ~~RENEWAL RIGHTS (OCT 2016)~~ INTENTIONALLY DELETED

1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (OCT 2023)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor Plan(s)	1	A
GSA 3517B, General Clauses	23	B

1.07 OPERATING COST BASE (OCT 2016)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be **$24.41** per RSF.

1.08 LESSOR'S UNIQUE ENTITY IDENTIFIER (OCT 2022)

Lessor's Unique Entity Identifier

UEI: **WN75RAJDXT23**

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2023)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

A. General Contract Terms.

1. "Contract" means lease.

2. "Contractor" means Lessor.

3. "Days" means calendar days, unless specified otherwise.

4. "Delivery Date" means the date specified in or determined pursuant to the provisions of the lease for delivery of the premises to the Government, improved in accordance with the provisions of the lease and substantially complete, as such date may be modified in accordance with the provisions of the lease.

5. "Excusable Delays" mean delays arising without the fault or negligence of Lessor and Lessor's subcontractors and suppliers at any tier, and shall include, without limitation:

   a. Acts of God or of the public enemy,

   b. Acts of the United States of America in either its sovereign or contractual capacity,

   c. Acts of another contractor in the performance of a contract with the Government,

   d. Fires,

   e. Floods,

   f. Epidemics,

   g. Quarantine restrictions,

   h. Strikes,

   i. Freight embargoes,

   j. Unusually severe weather, or

   k. Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Lessor and any such subcontractor or supplier.

6. "Lease Award Date" means the date the LCO executes the lease and furnishes written notification of the executed lease to the successful offeror (usually the date on which the parties' obligations under the lease begin).

7. "Lease Term Commencement Date" means the date on which the lease term commences.

8. "Substantially Complete" or "Substantial Completion" means that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment. The space shall be considered substantially complete only if the space may be used for its intended purpose.

9. "Work" means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the premises by the Government as specified in this lease.

B. Real Property Terms.

1. "ANSI/BOMA" is an acronym for American National Standards Institute/Building Owners and Managers Association.

2. "ANSI/BOMA Occupant Area" or "ABOA" means the measurement standard (Z65.1-2017) provided by ANSI/BOMA for Occupant Area, which is "the total aggregated area used by an Occupant before Load Factors are applied, consisting of Tenant Area and Tenant Ancillary Area." The Method A – Multiple Load Factor Method shall apply.

3. “Appurtenant Areas” means those areas and facilities on the property that are not located within the premises, or for which rights are expressly granted under this lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the premises and express appurtenant rights (e.g. parking areas).

4. “Broker” means GSA’s broker, if GSA awarded this lease using a contract real estate broker.

5. “Building” means building(s) situated on the property in which the premises are located.

6. “Commission Credit” means the amount of commission that is credited to the lease, if GSA’s broker agreed to forgo a percentage of its commission, in connection with the award of this lease.

7. “Common Area Factor (CAF)” means a conversion factor determined and applied by the building owner to determine the rentable square feet for the leased space. The CAF is expressed as a percentage of the difference between the amount of rentable square feet (SF) and ABOA SF, divided by the ABOA SF. The CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.

8. “Firm Term” means the part of the lease term that is not subject to termination rights.

9. “Non-Firm Term” means the part of the lease term following the end of the firm term, which is subject to termination rights.

10. “Premises” means the total occupant area or other type of space, together with all associated common areas described in the lease. Appurtenant areas (e.g., parking areas) to which the Government has rights under this lease are not included in the premises.

11. “Property” means the land and buildings in which the premises are located, including all appurtenant areas (e.g., parking areas) to which the Government is granted rights.

12. “Rentable Space or Rentable Square Feet (RSF)” means the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. Rentable space may include a share of common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. Rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. To determine the RSF, the ABOA SF is multiplied by the sum of one (1) plus the CAF, for each type of space included in the premises.

13. “Space” means that part of the premises to which the Government has exclusive use, such as occupant area, or other types of space. Appurtenant areas (e.g., parking areas) to which the Government has rights under the lease are not included in the space.

2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

2.03 WAIVER OF RESTORATION (OCT 2023)

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for:

A. Waste, or,

B. Damages or restoration arising from or related to:

1. The Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as

2. Any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government.

At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.04 OPERATING COSTS ADJUSTMENT (JUN 2012)

A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.

B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007,

and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.

C. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

2.05 RELOCATION RIGHTS (OCT 2021)

If it becomes necessary in the orderly development of the Airport, Lessor may require the relocation of Premises to other space at the Airport which, in the reasonable judgment of Lessor, is similar and suitable for the purposes for which this Lease is entered as such purposes are set forth herein. Should such relocation be necessary, the Lessor shall provide the GSA a minimum of 120 days prior written notice. Lessor shall be responsible for all costs for such relocation, including all costs for moving furniture, office equipment, telephone and data lines, and any other costs associated with replicating necessary operational features provided in the space originally leased. The Airport shall provide such relocated Premises at the same rental rate as the original Premises, unless the new Premises are located in an area for which the Airport charges tenants a lower rate, in which event the parties shall negotiate a reduction in the rental rate. The Government will not reimburse the Lessor for any increased square footage as a result of such relocation.

2.06 RECITALS FOR TRANSPORTATION SECURITY ADMINISTRATION (ON-AIRPORT) (JUN 2012)

A. The Transportation Security Administration (TSA) is required, pursuant to 49 U.S.C. 40101—The Aviation and Transportation Security Act (ATSA), to oversee security measures at the **Tyler Pounds Regional Airport**.

B. TSA is responsible for airline passenger and baggage screening services at the Airport.

C. The U.S. General Services Administration (GSA), on behalf of TSA, leases certain facilities on the Airport premises for administrative offices and/or break rooms in support of airport passenger and baggage screening services by the TSA.

D. Space for TSA to screen passengers and baggage is expressly excluded from this Lease.

2.07 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (ON-AIRPORT) (MAY 2015)

A. The Lessor shall provide floor plans for the Space and a valid Certificate of Occupancy (C of O), issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that verifies that the Space complies with all applicable local fire protection and life safety codes and ordinances and all fire protection and life safety-related requirements of this Lease.

B. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.

2.08 ALTERATIONS PRIOR TO ACCEPTANCE (JUN 2012)

The Government's rights stated under the General Clause "Alterations" also apply to initial build-out of the Premises.

2.09 SYSTEM FOR AWARD MANAGEMENT (MAR 2020)

The Offeror must have an active registration in the System for Award Management (SAM), via the Internet at, HTTPS://WWW.SAM.GOV/SAM/ prior to the Lease Award Date. Registration must be for purposes of "All Awards" and include completion of all required representations and certifications within SAM. Registration must be active throughout the life of the Lease. To remain active, the Offeror/Lessor is required to update or renew its registration annually. The Government will not process rent payments to Lessors without an active registration in SAM. No change of ownership of the leased Premises will be recognized by the Government until the new owner registers in SAM.

2.10 SECURITY UPGRADES DUE TO IMMEDIATE THREAT (APR 2011)

The Government reserves the right, at its own expense and with its own personnel, to heighten security in the Building under Lease during heightened security conditions due to emergencies such as terrorist attacks, natural disaster, and civil unrest.

2.11 ENTITY NAME (OCT 2023)

Lessor may not use Federal agency name(s) and/or acronym(s), e.g., General Services Administration, GSA, in its entity name that owns and/or leases Space to GSA

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 BUILDING SHELL REQUIREMENTS (ON-AIRPORT) (SEP 2013)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as operating costs or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

3.02 MEANS OF EGRESS (MAY 2015)

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.03 AUTOMATIC FIRE SPRINKLER SYSTEM (OCT 2023)

A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For Buildings in which any portion of the Space on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For Buildings in which the Government occupies, either through this Lease or in combination with other Government Leases in the Building any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Occupant Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.04 FIRE ALARM SYSTEM (SEP 2013)

A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.

B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code that was in effect on the actual date of installation.

C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).

D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

E. If the Building's fire alarm control unit is over 25 years old as of the Lease Award Date, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.05 ENERGY INDEPENDENCE AND SECURITY ACT (OCT 2024)

A. Energy-related Requirements.

1. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").

2. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:

a. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or

b. I. Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); and

II. Obtain and publicly disclose the Building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces—

(i) That are located in States with privacy laws that provide that utilities shall not provide such aggregated information to multitenant building owners; and

(ii) For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).

(iii) That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.

Note: "public disclosure" means posting the Energy Star® score on state or local websites in those areas that have applicable disclosure mandates and reporting the score to the Government via Portfolio Manager. In the absence of an applicable state or local disclosure mandate, Lessor shall either generate and display the Energy Star® score in a public space at the building location or post the score on Lessor's or Lessor's Parent/Affiliate website.

3. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

B. Hydrology-related Requirements. Per EISA Section 438, the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the Property with regard to the temperature, rate, volume, and duration of flow. If the Lessor proposes to satisfy the Government's space requirements through a development or redevelopment project, and the Government will be the sole or predominant tenant such that any other use of the Property will be functionally or quantitatively incidental to the Government's use, the Lessor is required to implement hydrology maintenance and restoration requirements as required by EISA Section 438.

1. For the purposes of applying EISA Section 438 in this Lease, "sponsor" shall mean "Lessor", and "exceeds 5,000 square feet" shall mean construction that disturbs 5,000 square feet or more of land area at the Property or on adjoining property to accommodate the Government's requirements, or at the Property for whatever reason. Information regarding implementation of the hydrology maintenance and restoration requirements can be found at HTTP://WWW.EPA.GOV/GREENINGEPA.

2. Lessor is required to implement these hydrology maintenance and restoration requirements to the maximum extent technically feasible, prior to acceptance of the Space, (or not later than one year after the Lease Award Date or Lease Term Commencement Date, whichever is later, of a succeeding or superseding Lease). Additionally, this Lease requires EISA Section 438 storm water compliance not later than one year from the date of any applicable disturbance (as defined in EISA Section 438) of more than 5,000 square feet of ground area if such disturbance occurs during the term of the Lease if the Government is the sole or predominant tenant. In the event the Lessor is required to comply with EISA Section 438, Lessor shall furnish the Government, prior to the filing for permits for the associated work, with a certification from Lessor's engineer that the design meets the hydrology maintenance and restoration requirements of EISA Section 438.

3.06 ACCESSIBILITY (OCT 2024)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10) and 36 CFR 1190 to the extent applicable. To the extent the standards referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.07 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.08 RESTROOMS (ON-AIRPORT) (JUN 2012)

Government employees shall have access to all public restroom facilities for men and women in the Airport terminal at all times without additional payment.

3.09 HEATING, VENTILATION, AND AIR CONDITIONING (ON-AIRPORT) (OCT 2022)

A. Temperatures shall conform to local commercial equivalent temperature levels and operating practices to maximize tenant satisfaction. Thermostats shall be set to maintain temperatures of 72 degrees F (+/- 3 degrees) during the heating season and 75 degrees F (+/- 3 degrees) during the cooling season. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in this Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, the dew point shall be maintained below 55 degrees F in occupied spaces, and below 60 degrees F in unoccupied spaces.

B. The Lessor shall conduct HVAC system balancing after all HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

C. Normal HVAC systems maintenance shall not disrupt tenant operations.

3.10 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (ON-AIRPORT) (SEP 2013)

A. The Government may elect to contract its own telecommunications (voice, data, video, Internet, or other emerging technologies) service in the Space. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required.

3.11 GOVERNMENT PROJECT MANAGEMENT SYSTEM (ON-AIRPORT) (OCT 2022)

The Government may require the Lessor to use the Government's project management system for post-award and post-occupancy activities. Licensing costs and access to the system are the responsibility of the Government.

SECTION 4 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

4.01 SERVICES, UTILITIES, AND MAINTENANCE (ON-AIRPORT) (OCT 2020)

The Lessor is responsible for providing all utilities necessary for base building and tenant operations and all associated costs are included as a part of the established rental rates. The Lessor shall follow routine cleaning and disinfecting requirements in Section 5.01. The following services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration (check all that apply):

☒ HEAT	☒ TRASH REMOVAL	☐ ELEVATOR SERVICE	☒ INITIAL & REPLACEMENT	☐ OTHER
☒ ELECTRICITY	☒ CHILLED DRINKING WATER	☒ WINDOW WASHING	LAMPS, TUBES & BALLASTS	(Specify below)
☒ POWER (Special Equip.)	☒ AIR CONDITIONING	Frequency Per GSA Standard	☒ PAINTING FREQUENCY	_____
☒ WATER (Hot & Cold)	☒ RESTROOM SUPPLIES	☒ CARPET CLEANING	Space Every 5 Years	
☒ SNOW REMOVAL	☒ JANITORIAL SERV. & SUPP.	Frequency Once Every 2 Years	Public Areas Every 10 Years	

The Lessor shall have an onsite building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

4.02 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS FOR AIRPORT OCCUPANCIES (SEP 2013)

The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed after tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in this Lease. Janitorial Services shall not be required on weekends or Federal holidays. Services, maintenance, and utilities shall be provided from **5:00AM to 10:30PM, Monday through Friday** and **5:00AM to 7:00PM** on **Saturday**, and **5:00AM to 10:30PM** on **Sunday.**

4.03 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

A. The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

4.04 RECYCLING (ON-AIRPORT) (OCT 2023)

Where state or local law, code, or ordinance requires recycling programs (including mercury-containing lamps) for the Space to be provided pursuant to this Lease, the Lessor shall comply with such state and local law, code, or ordinance in accordance with GSA 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. During the lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Leased Space.

4.05 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

4.06 SAFEGUARDING AND DISSEMINATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI) BUILDING INFORMATION (OCT 2022)

This clause applies to all recipients of CUI building information (which falls within the CUI Physical Security category), including offerors, bidders, awardees, contractors, subcontractors, lessors, suppliers and manufacturers.

Marking CUI. Contractors must submit any contractor-generated documents that contain building information to GSA for review and identification of any CUI building information that may be included. In addition, any documents GSA identifies as containing CUI building information must be marked in accordance with the Order and the Marking Controlled Unclassified Information Handbook (the current version may be found at HTTPS://WWW.ARCHIVES.GOV/FILES/CUI/20161206-CUI-MARKING-HANDBOOK-V1-1.PDF) before the original or any copies are disseminated to

any other parties. If CUI content is identified, the CO may direct the contractor, as specified elsewhere in this contract, to imprint or affix CUI document markings (CUI) to the original documents and all copies, before any dissemination, or authorized GSA employees may mark the documents.

1. Authorized recipients.

    a. Building information designated as CUI must be protected with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information, as defined in 32 C.F.R. § 2002.4(bb). Those with such a Lawful Government Purpose may include Federal, state and local government entities, and non-governmental entities engaged in the conduct of business on behalf of or with GSA. Non-governmental entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, utilities, and others submitting an offer or bid to GSA, or performing work under a GSA contract or subcontract. Recipient contractors must be registered as "active" in the System for Award Management (SAM) database at WWW.SAM.GOV, and have a Lawful Government Purpose to access such information. If a subcontractor is not registered in the SAM database and has a Lawful Government Purpose to possess CUI building information in furtherance of the contract, the subcontractor must provide to the contractor its DUNS number or its tax ID number and a copy of its business license. The contractor must keep this information related to the subcontractor for the duration of the contract and subcontract.

    b. All GSA personnel and contractors must be provided CUI building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and the issuance of building permits. Public safety entities such as fire and utility departments may have a Lawful Government Purpose to access CUI building information on a case-by-case basis. This clause must not prevent or encumber the necessary dissemination of CUI building information to public safety entities.

2. Dissemination of CUI building information:

    a. By electronic transmission. Electronic transmission of CUI information outside of the GSA network must use session encryption (or alternatively, file encryption) consistent with National Institute of Standards and Technology (NIST) SP 800-171. Encryption must be through an approved NIST algorithm with a valid certification, such as Advanced Encryption Standard or Triple Data Encryption Standard, in accordance with Federal Information Processing Standards Publication 140-2, Security Requirements for Cryptographic Modules, as required by GSA policy.

    b. By nonelectronic form or on portable electronic data storage devices. Portable electronic data storage devices include CDs, DVDs, and USB drives. Nonelectronic forms of CUI building information include paper documents, photographs, and film, among other formats.

        i. By mail. Contractors must only use methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt. CUI markings must not appear on the exterior of packages.

        ii. In person. Contractors must provide CUI building information only to authorized recipients with a Lawful Government Purpose to access such information. Further information on authorized recipients is found in section 1 of this clause.

3. Record keeping. Contractors must maintain a list of all entities to which CUI is disseminated, in accordance with sections 2 and 3 of this clause. This list must include, at a minimum: (1) the name of the state, Federal, or local government entity, utility, or firm to which CUI has been disseminated; (2) the name of the individual at the entity or firm who is responsible for protecting the CUI building information, with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information; (3) contact information for the named individual; and (4) a description of the CUI building information provided. Once "as built" drawings are submitted, the contractor must collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and suppliers, and submit them to the CO. For Federal buildings, final payment may be withheld until the lists are received.

4. Safeguarding CUI documents. CUI building information (both electronic and paper formats) must be stored within controlled environments that prevent unauthorized access. GSA contractors and subcontractors must not take CUI building information outside of GSA or their own facilities or network, except as necessary for the performance of that contract. Access to the information must be limited to those with a Lawful Government Purpose for access.

5. Destroying CUI building information. When no longer needed, CUI building information must either be returned to the CO or destroyed in accordance with guidelines in NIST Special Publication 800-88, Guidelines for Media Sanitization.

6. Notice of disposal. The contractor must notify the CO that all CUI building information has been returned or destroyed by the contractor and its subcontractors or suppliers in accordance with paragraphs 4 and 5 of this clause, with the exception of the contractor's record copy. This notice must be submitted to the CO at the completion of the contract to receive final payment. For leases, this notice must be submitted to the CO at the completion of the lease term.

7. CUI security incidents. All improper disclosures or receipt of CUI building information must be immediately reported to the CO and the GSA Incident Response Team Center at gsa-ir@gsa.gov. If the contract provides for progress payments, the CO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of CUI building information. Progress payments may also be withheld for failure to comply with any provision in this clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.

8. Subcontracts. The contractor and subcontractors must insert the substance of this clause in all subcontracts.

4.07 INDOOR AIR QUALITY (OCT 2024)

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that indoor air quality action limits identified in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards are not exceeded.

B. The Lessor shall avoid the use of products containing toxic, hazardous, carcinogenic, flammable, or corrosive ingredients as determined from the product label or manufacturer's safety data sheet. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed by a board-certified industrial hygienist, to ascertain the source and severity of the complaint. The hygienist shall inspect and evaluate the Space and air zones serving the Space; inspection shall take place as soon as possible but no later than 15 calendar days following the identification of a potential IAQ issue. Notwithstanding the above, when a board-certified industrial hygienist is not available to perform this inspection, the Lessor may, upon written request and the Government's approval, employ an environmental professional with documented experience performing IAQ assessments. The Lessor shall provide written results of any testing along with recommendations to GSA.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;

2. Providing access to Space for assessment and testing, if required; and

3. Implementing corrective measures required by the LCO. The Lessor shall take corrective action to correct any tests or measurements that do not meet GSA policy action limits in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits and generally accepted consensus standards.

E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within the Space, common building areas, ventilation systems and zones serving the Space, and the area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. The Lessor shall use high efficiency (HEPA) filtration vacuums for cleaning.

G. Air handling units shall have the highest-level MERV filtration that is compatible with the HVAC system and does not significantly diminish airflow. Upon request, the Lessor shall provide to the Government a list of the highest-level of MERV filtration that each air handling unit is designed to handle.

H. The Lessor is encouraged to comply with best practices outlined in Appendix D- Indoor Air Quality in GSA Leased Facilities (Best Practices) within the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8).

4.08 HAZARDOUS MATERIALS, MOLD AND WATER INTRUSION (ON-AIRPORT) (OCT 2024)

The leased Space shall be free of hazardous materials, substances, and wastes, as defined by and according to applicable Federal, state, and local environmental regulations. The Space must be maintained to prevent water intrusion and accumulation, ensuring that no conditions exist that could promote mold growth. These include, but not limited to, the following:

A. The leased Space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the Space or undamaged boiler or pipe insulation outside the Space, in which case an asbestos management program conforming to EPA guidance shall be implemented.

B. Actionable Condition. An actionable condition is defined as either:

1. Visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower, or

2. Water-Damaged Building materials which could potentially create conditions for mold or microbial amplification.

C. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of actionable conditions, as defined by subparagraph B.

1. The Lessor shall safely remediate all actionable conditions in accordance with sub-paragraph C.2 below.

2. The Lessor shall safely remediate all actionable conditions identified by the consultant using a qualified remediation contractor following methods identified in EPA's Mold Remediation in Schools and Commercial Buildings (EPA 402-K-01-001, September 2008 or the current version of ANSI/IICRC S520-2015: Standard for Professional Mold Remediation), and all applicable state laws pertaining to mold remediation practices. The Lessor shall provide GSA with a detailed work plan from the remediation contractor on how they plan to address the actionable conditions and include qualifications of the remediation contractor. The Lessor shall employ a qualified industrial

hygienist, independent of the remediation contractor to verify that remediation has been completed per the industry standards listed above and that the space is safe for re-occupancy.

3. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased Space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the plan or any other applicable Federal, state, or local laws, regulatory standards, or guidelines, the Lessor, at its sole cost, expense, and risk, shall immediately take all further actions necessary to bring the remediation into compliance.

4. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the actionable conditions, the Government may implement a corrective action program and deduct its costs from the rent.

4.09 OCCUPANT EMERGENCY PLANS (OCT 2020)

The Lessor is required to cooperate, participate, and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, will include evacuation procedures and an annual emergency evacuation drill, emergency shutdown of air intake procedures, and emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

5.01 TILE FLOORING

Tile flooring shall be maintained to a well-manicured appearance and spray buffed every two weeks.
Except when damaged by the Government through means other than normal wear, the Lessor shall repair or replace flooring at any time during the Lease term when:

A. Backing or underlayment is exposed; or
B. There are noticeable variations in surface color or texture; or
C. It has curls, upturned edges, or other noticeable variations in texture; or
D. Tiles are loose; or,
E. Tears or tripping hazards are present.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-7

Date: December 11, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute Amendment No. 1 to Work Order No. 3 to KSA Engineers, Inc., to add basic services, including design, bidding, construction administration, and closeout phase services for the engineering services for the Passenger Boarding Bridge Replacement project for an increase from $33,254.00 to $213,260.55 ($+180,006.55) at Tyler Pounds Regional Airport.

Item Reference:

Work Order No. 3 was approved by the City Council on December 13, 2023, for professional services for the Passenger Boarding Bridge Study. This is supported by FAA Grant 56.

This Amendment will add basic services, including design, bidding, Construction Administration, and closeout phase services. Additional services to be added include Resident Project Representative, Construction Materials Testing, Title VI Plan Preparation, and Project Management services.

Work Order No. 3 $ 33,254.00
Amendment No. 1 $213,260.55
Increase $180,006.55

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute Amendment No. 1 to Work Order No. 3 to KSA Engineers, Inc., to add basic services, including design, bidding, construction administration, and closeout phase services, to the engineering services for the Passenger Boarding Bridge Replacement Project, for an increase from $33,254.00 to $213,260.55 ($+180,006.55) at Tyler Pounds Regional Airport.

Attachments:
101974 Amendment No. 1

Drafted/Recommended By:
Department Leader Steve Thompson, Airport Director

Edited/Submitted By:
City Manager

Amendment No. 1 to Work Order No. 3
For Professional Services Relating to
Passenger Boarding Bridge Study
Tyler Pounds Regional Airport

This Amendment No. 1 to Work Order No. 3 between the City of Tyler, Texas (Owner) and KSA Engineers, Inc. (Engineer) signed by the City on January 2, 2024 shall modify the original Work Order No. 3. Work Order No. 3 provided for services to be performed by the Engineer in accordance with an Agreement for Engineering Services between Owner and Engineer dated April 3, 2023.

In case of conflict between the original agreement dated April 3, 2023, Work Order No. 3 dated January 2, 2024, and this Amendment No. 1 to Work Order No. 3, this Amendment No. 1 to Work Order No. 3 shall take precedence.

PROJECT DESCRIPTION

Work Order No. 3 included engineering services consisting of preparation of a Passenger Boarding Bridge Study. Additional services consisting of topographic survey was performed.

SCOPE OF SERVICES

This Amendment is necessary to add basic services including Design, Bidding, Construction Administration and Closeout phase services. Additional services to be added include Resident Project Representative, Construction Materials Testing, Title VI Plan Preparation, and Project Management services.

COMPENSATION

Increase Work Order No. 3 from $33,254 to $213,260.55 (+180,006.55). See Exhibit A for breakdown.

Agreed by:

OWNER:	ENGINEER:
CITY OF TYLER, TEXAS	KSA ENGINEERS, INC.
BY:_____	BY:_____
	MITCHELL L. FORTNER, P.E.
	MANAGING PRINCIPAL
ATTEST:_____	ATTEST:_____
DATE:_____	DATE: November 8, 2024

KSA

Exhibit A

Tyler Pounds Regional Airport
Tyler, Texas
Passenger Boarding Bridge 4 Upgrade

Scope of Work Outline

Passenger Boarding Bridge Design **101974**

Based upon the completed Study Phase of this project, the existing passenger boarding bridges at Tyler Pounds Regional Airport have reached the end of their useful service life. KSA understands that the passenger boarding bridge at Gate 1 will be repaired under a separate contract. This project will provide design, bid, and construction phase services for the replacement of the passenger boarding bridge at Gate 4.

Funding for the project will come from the Federal Aviation Administration and City of Tyler. KSA Engineers, Inc. (KSA) will be the prime consultant. Subconsultants and scope of work are as follows:

- SZS Solutions, Inc. – passenger boarding bridge design
- ETTL Engineers & Consultants, Inc. – geotechnical investigation
- Hollaway Consulting Engineers, LLC – RPR services

The scope of services, compensation, schedule, and required information is discussed as follows.

1.1 Scope of Services

Task 1 – Design Phase

- Prepare engineering drawings, technical specifications, and bid documents for replacement of the existing passenger boarding bridge at Gate 4.
- Prepare opinion of probable construction cost.
- Design Phase will include one preliminary submittal and one final submittal.
- See attached proposals from SZS Solutions, Inc. and ETTL Engineers & Consultants, Inc.

Task 2 – Bid Phase

- Prepare final bid package based on comments received during the design phase.
- Attend and conduct pre-bid meeting.
- Respond to bidder questions and prepare addenda.
- Prepare bid tabulation, evaluate qualified bids and manufacturer/contractor selections, and provide bid award recommendation letter.

Task 3 – Construction Administration

- Review submittals and RFIs as necessary.
- Prepare change orders, if any, as approved by the client.
- Conduct site visits as necessary to monitor construction phasing per plans and specifications - two trips inclusive of commissioning.
- Provide RPR services sufficient to verify compliance with project plans, specifications, and contract documents.
- See attached proposals from SZS Solutions, Inc. and Hollaway Consulting Engineers, LLC.

Task 4 – Project Closeout

- Prepare record drawings based upon the Contractor's redline drawings.
- Prepare closeout documents.
- Perform one-year warranty inspection.

1.2 Required Documentation to be Provided by TYR:

- Any available record drawings of terminal building, passenger boarding bridges (including foundations), and terminal apron.

1.3 Exclusions:

- This scope of services does not include architectural services or construction materials testing services. Construction material testing services may be added via change order once project design is completed and test types and quantities are known.

1.4 Compensation & Design Schedule

The base fee for providing all services identified under 1.1 Scope of Services is **$179,596.55.** The lump sum fee associated with each phase is as shown below. Sub consultant fees have been incorporated into KSA's Manhour Projection and Fee Calculation for Engineering Services. A 15% carrying factor has been included to cover KSA's associated expenses, such as administration costs and liability insurance.

Phase	Amount	Schedule
Task 1 – Design Phase	$89,941.55	60 days
Task 2 – Bid Phase	$6,120.00	30 days
Task 3 – Construction Admin	$85,015.00	90 days
Task 4 – Project Closeout	$4,930.00	45 days
Total	**$180,006.55**	

Subconsultant fees are included in the lump sum fees listed above. Subconsultant proposals are included under Attachment A. Subconsultant fees are as follows:

SZS Solutions, Inc.:	$101,000.00
ETTL Engineers & Consultants, Inc:	$6,388.30
Hollaway Consulting Engineers LLC:	$16,0000.00 (not to exceed)

The above fees are based on the scope of work assumed in this proposal. Additional KSA services not included with this proposal can be provided in accordance with KSA's current hourly reimbursable fee schedule transmitted with this proposal. No additional work will be performed without prior written approval of TYR and the City of Tyler.

Attachment A – Subconsultant Proposals

SZS Solutions, Inc.

2A Coach Hill Lane
Northport, NY 11768
Sonia.szssolutions@gmail.com
516 681 7412

September 9th, 2024

Craig H Phipps, P.E. Vice President, Aviation Practice Director
James McKinzie, Project Manager

816 Park Two Drive
Sugar Land, Texas 77478
Email: Cphipps@ksaeng.com
Email: Jmckenzie@ksaeng.com
Phone: 281-224-3466

Dear Craig and James

SZS Solutions, Inc. (SZS) is pleased to submit our proposal to assist KSA in its Design and Replacement of One (1) Passenger Boarding Bridge and associated Ground Support Equipment at Tyler Pounds Airport.

The SZS team brings specific and relevant knowledge of design, bid and construction projects directly applicable to the replacement of passenger boarding bridges. Furthermore, our firm has extensive experience working with all Passenger Boarding Bridge and Ground Support Ancillary Equipment Firms to ensure full integration of systems.

SZS is pleased to assign Louis Ferolito as our dedicated Project Director and technical lead for all discipline services. As you know through his previous work with you on McAllen International Airport, Louis brings a unique skillset to projects like this. Mr. Ferolito is a professional aviation leader with over 30 years of experience in aviation, PBB and GSE planning, design and management. Louis has dedicated his career to the development technical design specifications for passenger boarding bridges and ground support equipment ramp services and will ensure equipment is designed to meet all operational aircraft criteria. He is an expert in supplying technical design specifications for ground support equipment ramp services, as well as hands on field evaluations. His expertise extends from overseeing the construction equipment process from submittals to manufacturing to final installation and commissioning.

We look forward to partnering with you once again.

Very truly yours,

Sonia Ferolito, President
SZS Solutions, Inc.

PROPOSAL – Tyler Pounds Airport

SZS will operate as a full service PBB/GSE integration firm by providing consulting services and technical performance specifications which meet all criteria for aircraft airport operations. As we performed as a team for MFE, this proposal will mimic our partnership to utilize KSA's professional engineering services to provide the client with all professional documentation and drawings meant to fully conform to the airport's tendering procurement processes.

SZS will assist KSA in providing their consulting expertise for the preparation of these documents and for each milestone as stated later in this proposal. We envision KSA to assign a team leader for the full oversite of this project and to work directly with Louis Ferolito in order to effectively and efficiently coordinate and facilitate administrative and engineering tasks until completion of the project.

KSA is to maintain the role as the professional engineering service and as such to fully comply with all airport and local city codes. SZS's role includes coordination management technical expertise with KSA, the client, and all other necessary parties. Items for coordination include overall project meetings and conference calls to ensure the dissemination of pertinent information. In addition to producing the main technical service performance equipment documents, aircraft parking review of existing layout, SZS will assist with providing PBB and GSE equipment drawings to be formatted by KSA for tender.

To maintain a seamless integration process during the PBB/GSE design stages, SZS will handle coordination management with all parties, including but not limited to the Owner, end users, facilities/maintenance groups, construction groups, vendors and all cognizant consulting design team consultants (Architectural, Structural, MEP) if applicable. Coordination efforts will consider various interests and objectives such as Owner's long-term planning, end users operational and training characteristics, maintenance/facilities overall and ideal use of equipment serviceability and yearly budgets.

The aircraft layout requires modification due to the installation of a switchback walkway system. New PBB and Ancillary equipment will be sized accordingly to operate in conjunction with existing ramp gate safety envelops. Our design will incorporate a switchback walkway system in order to meet the enplaning and deplaning of ADG lll aircraft.

Prior to the construction period, SZS will work in tandem with KSA in compiling a phasing and construction plan to keep field installation time at a minimum.

Finally, it should be mentioned that our technical bid documents include caveats well beyond the standard bidding process in order to benefit the most effective equipment purchase value for all airport departments, not limited to maintenance cycles, spare parts, warranty, additional equipment storage, annual checks and OEM engineering updates.

After initial review of the Request for Qualifications, the PBB Condition Report if available, and available existing conditions information provided by the Owner, a task-by-task process will be as follows:

Task 1 – Finalize Existing Conditions for Design

- Coordinate the infrastructure requirements with KSA, owner and subcontractors to accept new PBB , Walkway System and GSE proposed gate location not limited to:

  : Structural Foundations – PBB and WW (Structural Engineering Firm)
  : Reuse of Existing Corridor for Baggage
  : Electrical Loads
  : ADA and NFPA 415 Requirements

  Task Scope Workload Estimated Percentages:
  KSA 60%
  SZS 40%

Task 2 – Aircraft Layout and Ground Service Equipment

- Provide PBB and WW switchback drawing with ancillary equipment to support all aircraft.
- Propose ground service equipment for Preconditioned Air units and Ground Power units.
- Provide aircraft conceptual drawing for KSA review and CAD Support for tender process.

  Task Scope Workload Estimated Percentages
  KSA 40%
  SZS 60%

Task 3 – Design & Bid Packages

Design PBB, Walkway and GSE production of supporting drawings and specifications for the proposed work include:

A) Procurement deliverables of design package for the purchase of the new passenger boarding bridge, fixed walkways (switchback refurbished) , support columns and anchor bolts, ground power units, preconditioned air units, and all associated accessories.

B) Bid package for the Civil, Structural, Electrical, Telecommunications and Architectural scopes ofwork.

C) Review Cost Estimate for Project

Task Scope Workload Estimated Percentages
KSA 30%
SZS 70%

Note: SZS will provide the technical specifications for PBB and GSE Ancillary equipment and Q/A the procurement package. KSA will be tasked with Civil, Structural, Electrical,

Telecommunications and Architectural as needed for specifications, project drawings and bid tender professional service documents.

Task 4 – Bid, Award and Permitting

- Attend pre-bid meeting and prepare follow-up documentation as required.
- Assist KSA and prepare responses to bid questions and prepare addenda, if any.
- Assist KSA and the client with evaluation of qualified bids and manufacturer/contractor selections.
- Assist KSA with construction permit procedure as necessary during the PBB and GSE installation period.

Task Scope Workload Estimated Percentage
KSA 50%
SZS 50%

Task 5 – Construction Administration

- Review submittals and RFIs as necessary.
- Prepare change orders, if any, as approved by the client.
- Visit the passenger boarding bridge and GSE factories to conduct a factory acceptance test report.
- Prepare PBB and GSE reports for acceptance
- Assist KSA and visit the site as necessary to monitor construction phasing per plans and specifications - Two trips inclusive of commissioning.

Task Scope Workload Estimated Percentages
KSA 50%
SZS 50%

Task 6 – Project Closeout

- PBB Manufacturer and Construction Contractors to provide all warranties and O&M manuals. SZS will review all documentation per contract guidelines.
- Submit as-built drawings based upon the Contractors' as-built record drawings. SZS will review as-builts for final contractual filing.
- PBB manufacturer to provide training to the client's personnel on all equipment and systems. SZS will coordinate best value training for airports operators and maintenance personnel.
- Obtain Certificate of Occupancy / Permit closeout as required. SZS will assist in the close out procedures per contract documents.

Task Scope Workload Estimated Percentages
KSA 50%
SZS 50%

SZS Solutions, Inc

Cost Proposal – Design Phase

Task One, Two and Three

Design Delivery: Two phases – 90% and Final, Inclusive of PBB and Walkway.

Price: $53,000 (PBB , GSE and WW)

Cost Proposal – Construction Management Phase

Task Four, Five and Six

Price: $48,000

All Phases will be invoiced on a percentage basis. Travel Expenses will be invoiced separately.

Net: 30 days

Kindest Regards,

Sonia Ferolito
SZS Solutions, Inc
2A Coach Hill Lane
Northport, NY 11768
516 681 7412
Sonia.szssolutions@gmail.com

Geotechnical Investigation Proposal

KSA Engineeriing
Client: James McKenzie
Address: 8866 Synergy Drive
McKinney, TX 75070
jmckenzie@ksaeng.com

Proposal No.: P-4714-24

Subject: Geotechnical Investigation
Project Name: Pounds Airport Boarding Bridge
Project Location: Tyler Pounds Regional Airport, 700 Skyway Blvd, Tyler, TX 75704
Date Issued: 9/24/2024

Dear Mr. James McKenzie

The following estimate is in response to your request for a geotechnical proposal for a new Boarding Bridge additional to Pounds Regional Airport. We have proposed 2 borings to a depth of 30' to adequately assess the soil profile and loading. All borings will be back-filled with soil cuttings after final water readings are taken. It assumes the structure will be placed near the existing grade. ETTL will supply an auger drill rig, support truck, and a crew to complete the project. Our mobilization cost assumes the borings will be drilled in soil, asphalt, or grass and that boring locations are easily accessible by our drill rig. Additional charges will be applied for drilling through concrete or difficult site access. The drilling phase will take place 10-15 business days after the acceptance of the terms. Laboratory testing and engineering will take approximately 10 business days following the completion of the drilling phase. The entire project should be completed within 45 days unless unforeseen delays become apparent. Our findings from the field and laboratory investigation will be summarized in a signed and sealed engineer report addressing the following: 1) subgrade preparation, 2) fill placement, 3) foundation and slab design/loading recommendations, 4) immediate and total settlement prediction, and 5) construction considerations that might impact the project.

By executing this agreement, ETTL and CLIENT indicate their acceptance and agreement with its terms listed on pages 2-4.

ESTIMATE

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	
Drilling and Sampling: -2@30' (in depth from existing grade) Borings -Back fill with soil cutting -Water Readings taken at completion of drilling	1	LS	$	2,510.00
Geotechnical Laboratory Testing: -for foundation and subgrade prep recommendations	1	LS	$	1,491.00
Engineering and Site Recon: Project Coordination, Boring Log Drafting, Report Preparation, and Engineering Review	1	LS	$	2,387.30
		Total	**$**	**6,388.30**

ASSUMPTIONS

We assume that all right-of entry and owner utility locations are provided by the client prior to commencement of work.
Excludes site clearing to gain access to boring locations.
Excludes SUE services.
Borings not staked by others will be located by hand-held GPS (excludes elevation determination).
Drill sites will be accessible and marked at time of arrival of the drill crew.
Excludes the obtaining of any permits (other than Dig Permit) that may be required for operations.
Excludes special procedures for accessing, handling and/or disposing of contaminated spoils generated by our operations.
Excludes special measures for accessing, evaluating and restoring environmentally sensitive areas
Excludes traffic control involving lane closure (sign and traffic cones will be provided for off the shoulder work).

Please call if you have any questions or if we have misinterpreted your scope of work.
We appreciate this opportunity to be of service and look forward to working with you on this project.

Sincerely,
ETTL Engineers and Consultants, Inc.

C. Brandon Quinn, P.E.
Vice President

Authorized to Proceed:

James McKenzie

Date Signed: _____

HOLLAWAY
Consulting Engineers, LLC

September 26, 2024

James McKenzie, PE
Senior Project Manager
KSA Engineers
8866 Synergy Drive
McKinney, TX 75070

RE: Engineering Fee Proposal - RPR Services
Passenger Boarding Bridge
Tyler Pounds Regional Airport
Tyler, Texas

Dear James,

This fee proposal is for RPR Inspections Services for the upcoming design/bid/construction project at Tyler Pounds Regional Airport in Tyler, Texas as referenced above. Hollaway Consulting Engineers, LLC (HCE) will complete these services at an hourly rate of $80.00/Hr. and a Not to Exceed Fee of $16,000.00.

We anticipate the project will require 200 manhours to complete.

For this project, we propose using Mr. Ronnie Higgins. Mr. Higgins is an experienced aviation inspector with numerous TxDOT and FAA Aviation inspection projects in his background. He is knowledgeable and works daily with FAA specifications and requirements. He has worked specifically at Tyler Pounds Regional Airport previously and I'm confident he can provide outstanding RPR inspections services required for this project. A resume can be provided if required.

Engineering Services not included in this scope will be charged at $175 per hour. Mileage not included in this scope of work will be charged at the current Federal Rate, if required. Expenses, if required, will be charged at the direct cost of the expense with no markup.

We look forward to working with you and the Airport on this project. Should you have any questions, or require additional information, please feel free to contract me.

Sincerely,

Sheri E. Hollaway, PE
President
Hollaway Consulting Engineers, LLC

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-8

Date: December 11, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute a five-year agreement with Granicus, which is a Texas Department of Information Resources (DIR) vendor under DIR-TSO-3631, 3948 and 3149, for the Service Cloud Advanced solution, including website hosting and service requests management software. The total agreement cost on all the software listed is $1,328,543.44. Funds are allocated in PEG fund.

Item Reference: **C-A-7 Dec. 12, 2018**

The State of Texas Local Government Code "Subchapter F. Cooperative Purchasing Program" provides a mechanism for cities to contract with vendors for the purchase of materials, supplies, services, and/or equipment as an alternative to a lengthy sealed bid process. The City of Tyler has been participating in the usage of the various cooperative agreements and boards with the Texas Department of Information Resources (DIR). The City is able to purchase specifically designated items through the pricing obtained by the cooperatives. This arrangement has benefited the City in several ways:

1. Lower costs for items through combined purchases
2. Increased convenience by requiring less staff time for using the prices already available rather than having to go through the bidding process
3. Receiving rebates at the end of the year

The total price for 5 years after getting a 20% discount is $1,328,543.44. The funds are broken down and are allocated in the PEG funds and will have an annual prorated payment of the following:

Year One: $237,139.95
Years Two: $250,473.23
Year Three: $264,738.85
Year Four: $280,002.80
Year Five: $296,489.73

The contracts/pricing can be used to satisfy state law bidding requirements in the same manner as purchasing through the state price lists or other governmental entity lists that are available. Staff can compare the prices available and make recommendations that best suit the City's needs.

In an ongoing effort to streamline and improve the customer experience online, several softwares

products were evaluated. After reviewing multiple vendors' software programs, the Service Cloud Advance offering from Granicus was chosen. The final decision was based upon the continuity and ease of use features offered by Granicus, including all of the above-listed software needs seamlessly through a single vendor.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute a five-year agreement with Granicus, which is a DIR vendor under DIR-TSO-3631, 3948 and 3149, for the Service Cloud Advanced solution, including website hosting and service requests management software. The total agreement cost on all the software listed is $1,328,543.44. Funds are allocated in PEG fund.

Attachments:
Carahsoft Granicus 12.03.2024 Quote 51636227

Drafted/Recommended By:
Department Leader Benny Yazdanpanahi

Edited/Submitted By:
City Manager

GOVERNMENT- PRICE QUOTATION

Granicus at Carahsoft

carahsoft.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | GRANICUS@CARAHSOFT.COM
GRANICUS

TO: Benny Yazdanpanahi
Chief Information Officer - Information Technology
City of Tyler
PO BOX 2039
Tyler, TX 75710 2039 USA

EMAIL: byazdanpanahi@tylertexas.com

PHONE: (903) 531-1122

FROM: Garrett Smith
Granicus at Carahsoft
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Garrett.Smith@carahsoft.com

PHONE: (571) 662-3062 **FAX:** (703) 871-8505

TERMS: DIR Contract No. DIR-TSO-4288
Expiration Date: February 21, 2025
FTIN: 52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Texas VID#: 1522189693700
Sales Tax May Apply

QUOTE NO:	51636227
QUOTE DATE:	12/03/2024
QUOTE EXPIRES:	12/30/2024
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$423,644.15
TOTAL QUOTE:	$423,644.15

LINE NO.	PART NO.	DESCRIPTION	TX DIR	QUOTE PRICE		QTY	EXTENDED PRICE
		ONE-TIME FEES					
1	Granicus	Content Migration of Accessible Pages - Up to 200 Pages Each Milestones - 40/30/30 Granicus - PFS-CONTENT-GA-CMA-200	$6,597.7734	$382.9996	TX DIR	10	$3,830.00
2	Granicus	Government Experience Service Cloud Advanced - Set-up, Config, and Training Each Milestones - 40/30/30 Granicus - GXC-BND-SCT3-OTF	$960,000.0000	$2,688.6597	TX DIR	10	$26,886.60
3	Granicus	Granicus Web - Enhanced Package Each Milestones - 40/30/30 Granicus - GOVA-WDI-ENP-OTF	$126,772.8000	$3,858.8046	TX DIR	10	$38,588.05
4	Granicus	GXG Information Architecture - Each One Time Fee Granicus - DES-OCT-ARC-OTF	$26,391.09	$23,614.61	TX DIR	1	$23,614.61
5	Granicus	Additional Integration: Setup Each Granicus - GOVS-ONV-INT-OTF	$6,291.60	$5,122.63	TX DIR	1	$5,122.63
6	Granicus	Granicus Web - Intranet-Specialty services pack - Branded Subsite Each Milestones - 40/30/30 Granicus - GOVA-WDI-IBS-OTF	$19,150.0000	$478.7500	TX DIR	10	$4,787.50
7	Granicus	Granicus Web - Intranet-Specialty services pack - Branded Subsite Each Milestones - 40/30/30 Granicus - GOVA-WDI-IBS-OTF	$19,150.0000	$478.7500	TX DIR	10	$4,787.50
8	Granicus	Granicus Web - Intranet-Specialty services pack - Branded Subsite Each Milestones - 40/30/30 Granicus - GOVA-WDI-IBS-OTF	$19,150.0000	$478.7500	TX DIR	10	$4,787.50

GOVERNMENT- PRICE QUOTATION

Granicus at Carahsoft

carahsoft.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | GRANICUS@CARAHSOFT.COM
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LINE NO.	PART NO.	DESCRIPTION	TX DIR	QUOTE PRICE		QTY	EXTENDED PRICE
9	Granicus	Granicus Web - Intranet-Specialty services pack - Branded Subsite Each Milestones - 40/30/30 Granicus - GOVA-WDI-IBS-OTF	$19,150.0000	$478.7500	TX DIR	10	$4,787.50
10	Granicus	Granicus Web - Intranet-Specialty services pack - Branded Subsite Each Milestones - 40/30/30 Granicus - GOVA-WDI-IBS-OTF	$19,150.0000	$478.7500	TX DIR	10	$4,787.50
11	Granicus	OneView E&E Power BI Access Setup Fee Each Granicus - GOVS-ONV-PBI-OTF	$629.16	$512.26	TX DIR	1	$512.26
12	Granicus	Content Migration - Up to 50 Pages of Migration Total Each Milestones - 40/20/20/20 Granicus - PFS-CONTENT-GA-CMS-50	$1,319.5546	$107.7183	TX DIR	10	$1,077.18
13	Granicus	Content Migration - Up to 50 Pages of Migration Total Each Milestones - 40/20/20/20 Granicus - PFS-CONTENT-GA-CMS-50	$1,319.5546	$107.7183	TX DIR	10	$1,077.18
14	Granicus	AzureAD Connector - Services Setup and Configuration Package Each Granicus - GOVA-OCT-AZR-OTF	$2,932.34	$957.50	TX DIR	1	$957.50
15	Granicus	Additional Integration: Setup Each Granicus - GOVS-ONV-INT-OTF	$6,291.60	$5,122.63	TX DIR	1	$5,122.63
16	Granicus	Avior™ PRO Remote Broadcast System - Four Camera Setup One-time Fee Granicus - GOVM-SWG-AV4-OTF	$60,163.95	$58,936.13	TX DIR	1	$58,936.13
17	Granicus	Captioning Software Only - One Time Fee Granicus - GOVM-SWG-CSF-OTF	$14,362.50	$3,268.14	TX DIR	1	$3,268.14
18	Granicus	Optional Extended Warranty for AVIOR™ Camera Control Appliance(s) - Annual Subscription Granicus - GOVM-SWG-OWA-OTF	$14,362.50	$2,029.18	TX DIR	1	$2,029.18
19	Granicus	Aviorâ„¢ Setup and Deployment - One Time Fee Granicus - GOVM-SWG-AVD-OTF	$5,936.50	$1,096.15	TX DIR	1	$1,096.15
20	Granicus	AVIORâ„¢ Standard Pre-Assembly & Install - One Time Fee Granicus - GOVM-SWG-AVS-OTF	$5,967.91	$4,871.76	TX DIR	1	$4,871.76
21	Granicus	OneMeeting Agenda Automation - Training Each - Subscription Granicus - GOVM-ONM-AGAT-OTF	$5,760.00	$3,653.82	TX DIR	1	$3,653.82
22	Granicus	Standard Caption Encoder/Decoder One-time Fee Granicus - GOVM-SWG-SCE-OTF	$7,820.44	$6,384.04	TX DIR	1	$6,384.04
23	Granicus	OneMeeting Agenda Automation - Configuration and Training Each Granicus - GOVM-ONM-AAS-OTF	$16,052.40	$9,697.85	TX DIR	1	$9,697.85
24	Granicus	Social Media eXstream Plus - Setup - One Time Fee Granicus - GOVM-SWG-EXP-OTF	$530.89	$433.39	TX DIR	1	$433.39

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25	Granicus	OneMeeting Meeting Manager - Training Each - Subscription OneMeeting Meeting Management - Training Granicus - GOVM-ONM-MEMT-OTF	$1,497.60	$1,217.94	TX DIR	1	$1,217.94
26	Granicus	OneMeeting Meeting Manager - Configuration and Training Each OneMeeting Meeting Management - Setup & Configuration Granicus - GOVM-ONM-MMS-OTF	$16,052.40	$10,853.22	TX DIR	1	$10,853.22
		ONE-TIME FEES SUBTOTAL:					$233,167.76
		NEW SUBSCRIPTION FEES					
27	Granicus	Government Experience Service Cloud Advanced Each - Annual Subscription (Up to 10000 Unique Contacts) Granicus - GXC-BND-SCT3-REC	$1,436,250.00	$82,708.85	TX DIR	1	$82,708.85
28	Granicus	Integration: Subscription Each Annual Subscription OneView Naviline Granicus - GOVS-ONV-AIN-SUB	$28,725.00	$6,702.50	TX DIR	1	$6,702.50
29	Granicus	Power BI Access Only Subscription Each - Annual Subscription Granicus - GOVS-ONV-ABI-SUB	$14,362.50	$3,688.29	TX DIR	1	$3,688.29
30	Granicus	OpenCities Subsite License Each - Annual Subscription Granicus - GOVA-OCT-SWD-SUB	$28,725.00	$1,436.25	TX DIR	1	$1,436.25
31	Granicus	OpenCities Subsite License Each - Annual Subscription Granicus - GOVA-OCT-SWD-SUB	$28,725.00	$1,436.25	TX DIR	1	$1,436.25
32	Granicus	OpenCities Subsite License Each - Annual Subscription Granicus - GOVA-OCT-SWD-SUB	$28,725.00	$1,436.25	TX DIR	1	$1,436.25
33	Granicus	OpenCities Subsite License Each - Annual Subscription Granicus - GOVA-OCT-SWD-SUB	$28,725.00	$1,436.25	TX DIR	1	$1,436.25
34	Granicus	OpenCities Subsite License Each - Annual Subscription Granicus - GOVA-OCT-SWD-SUB	$28,725.00	$1,436.25	TX DIR	1	$1,436.25
35	Granicus	AzureAD Connector License Each - Annual Subscription Granicus - GOVA-OCT-AZR-SUB	$19,150.00	$1,436.25	TX DIR	1	$1,436.25
36	Granicus	SMS Block: Up to 100,000 SMS Messages Each Annual Subscription Granicus - GOVS-ONV-M100-SUB	$28,725.00	$2,049.04	TX DIR	1	$2,049.04
37	Granicus	Integration: Subscription Each Annual Subscription OneView Granicus - GOVS-ONV-AIN-SUB	$28,725.00	$6,702.50	TX DIR	1	$6,702.50
38	Granicus	Social Media eXstream Plus - Annual Subscription Granicus - GOVM-SWG-EXP-SUB	$7,720.98	$3,991.80	TX DIR	1	$3,991.80
39	Granicus	Avior™ 50 - Annual Subscription Granicus - GOVM-SWG-A50-SUB	$53,918.18	$27,876.06	TX DIR	1	$27,876.06
40	Granicus	AVIOR Control Software License - Annual Subscription Granicus - GOVM-SWG-AVC-SUB	$14,362.50	$1,628.24	TX DIR	1	$1,628.24

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WWW.CARAHSOFT.COM | GRANICUS@CARAHSOFT.COM
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LINE NO.	PART NO.	DESCRIPTION	TX DIR	QUOTE PRICE		QTY	EXTENDED PRICE
41	Granicus	CaptionLive ESP Per Hour Annual Subscription Granicus - GOVM-SWG-CLE-SUB	$145.84	$119.06	TX DIR	150	$17,859.00
42	Granicus	OneMeeting Agenda Automation Each - Annual Subscription Granicus - GOVM-ONM-AGA-REC	$32,373.08	$14,321.23	TX DIR	1	$14,321.23
43	Granicus	OneMeeting Meeting Management Each - Annual Subscription Granicus - GOVM-ONM-MEM-REC	$24,279.81	$10,740.38	TX DIR	1	$10,740.38
44	Granicus	Experience Services Credit Accelerator- Each - Annual Subscription Granicus - GXC-ADD-CRAC-REC	$957,500.00	$47.88	TX DIR	75	$3,591.00
		NEW SUBSCRIPTION FEES SUBTOTAL:					$190,476.39
		SUBTOTAL:					$423,644.15

SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	TX DIR	QUOTE PRICE		QTY	EXTENDED PRICE
		YEAR 2					
45	Granicus	Government Experience Service Cloud Advanced Each - Annual Subscription (Up to 10000 Unique Contacts) Granicus - GXC-BND-SCT3-REC	$1,436,250.00	$88,498.47	TX DIR	1	$88,498.47
46	Granicus	Integration: Subscription Each Annual Subscription OneView Naviline Granicus - GOVS-ONV-AIN-SUB	$28,725.00	$7,171.67	TX DIR	1	$7,171.67
47	Granicus	Power BI Access Only Subscription Each - Annual Subscription Granicus - GOVS-ONV-ABI-SUB	$14,362.50	$3,946.46	TX DIR	1	$3,946.46
48	Granicus	OpenCities Subsite License Each - Annual Subscription Granicus - GOVA-OCT-SWD-SUB	$28,725.00	$1,536.79	TX DIR	1	$1,536.79
49	Granicus	OpenCities Subsite License Each - Annual Subscription Granicus - GOVA-OCT-SWD-SUB	$28,725.00	$1,536.79	TX DIR	1	$1,536.79
50	Granicus	OpenCities Subsite License Each - Annual Subscription Granicus - GOVA-OCT-SWD-SUB	$28,725.00	$1,536.79	TX DIR	1	$1,536.79
51	Granicus	OpenCities Subsite License Each - Annual Subscription Granicus - GOVA-OCT-SWD-SUB	$28,725.00	$1,536.79	TX DIR	1	$1,536.79
52	Granicus	OpenCities Subsite License Each - Annual Subscription Granicus - GOVA-OCT-SWD-SUB	$28,725.00	$1,536.79	TX DIR	1	$1,536.79
53	Granicus	AzureAD Connector License Each - Annual Subscription Granicus - GOVA-OCT-AZR-SUB	$19,150.00	$1,536.79	TX DIR	1	$1,536.79
54	Granicus	SMS Block: Up to 100,000 SMS Messages Each Annual Subscription Granicus - GOVS-ONV-M100-SUB	$28,725.00	$2,192.47	TX DIR	1	$2,192.47
55	Granicus	Integration: Subscription Each Annual Subscription OneView Granicus - GOVS-ONV-AIN-SUB	$28,725.00	$7,171.67	TX DIR	1	$7,171.67

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LINE NO.	PART NO.	DESCRIPTION	TX DIR	QUOTE PRICE		QTY	EXTENDED PRICE
56	Granicus	Social Media eXstream Plus - Annual Subscription Granicus - GOVM-SWG-EXP-SUB	$7,720.98	$4,271.23	TX DIR	1	$4,271.23
57	Granicus	Avior™ 50 - Annual Subscription Granicus - GOVM-SWG-A50-SUB	$53,918.18	$29,827.38	TX DIR	1	$29,827.38
58	Granicus	AVIOR Control Software License - Annual Subscription Granicus - GOVM-SWG-AVC-SUB	$14,362.50	$1,742.22	TX DIR	1	$1,742.22
59	Granicus	CaptionLive ESP Per Hour Annual Subscription Granicus - GOVM-SWG-CLE-SUB	$145.8406	$127.3938	TX DIR	150	$19,109.07
60	Granicus	OneMeeting Agenda Automation Each - Annual Subscription Granicus - GOVM-ONM-AGA-REC	$32,373.08	$15,323.72	TX DIR	1	$15,323.72
61	Granicus	OneMeeting Meeting Management Each - Annual Subscription Granicus - GOVM-ONM-MEM-REC	$24,279.81	$11,492.20	TX DIR	1	$11,492.20
62	Granicus	Experience Services Credit Accelerator- Each - Annual Subscription Granicus - GXC-ADD-CRAC-REC	$957,500.0000	$51.2316	TX DIR	75	$3,842.37
		YEAR 2 SUBTOTAL:					$203,809.67
		YEAR 3					
63	Granicus	Government Experience Service Cloud Advanced Each - Annual Subscription (Up to 10000 Unique Contacts) Granicus - GXC-BND-SCT3-REC	$1,436,250.00	$94,693.36	TX DIR	1	$94,693.36
64	Granicus	Integration: Subscription Each Annual Subscription OneView Naviline Granicus - GOVS-ONV-AIN-SUB	$28,725.00	$7,673.69	TX DIR	1	$7,673.69
65	Granicus	Power BI Access Only Subscription Each - Annual Subscription Granicus - GOVS-ONV-ABI-SUB	$14,362.50	$4,222.72	TX DIR	1	$4,222.72
66	Granicus	OpenCities Subsite License Each - Annual Subscription Granicus - GOVA-OCT-SWD-SUB	$28,725.00	$1,644.36	TX DIR	1	$1,644.36
67	Granicus	OpenCities Subsite License Each - Annual Subscription Granicus - GOVA-OCT-SWD-SUB	$28,725.00	$1,644.36	TX DIR	1	$1,644.36
68	Granicus	OpenCities Subsite License Each - Annual Subscription Granicus - GOVA-OCT-SWD-SUB	$28,725.00	$1,644.36	TX DIR	1	$1,644.36
69	Granicus	OpenCities Subsite License Each - Annual Subscription Granicus - GOVA-OCT-SWD-SUB	$28,725.00	$1,644.36	TX DIR	1	$1,644.36
70	Granicus	OpenCities Subsite License Each - Annual Subscription Granicus - GOVA-OCT-SWD-SUB	$28,725.00	$1,644.36	TX DIR	1	$1,644.36
71	Granicus	AzureAD Connector License Each - Annual Subscription Granicus - GOVA-OCT-AZR-SUB	$19,150.00	$1,644.36	TX DIR	1	$1,644.36
72	Granicus	SMS Block: Up to 100,000 SMS Messages Each Annual Subscription Granicus - GOVS-ONV-M100-SUB	$28,725.00	$2,345.95	TX DIR	1	$2,345.95

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73	Granicus	Integration: Subscription Each Annual Subscription OneView Granicus - GOVS-ONV-AIN-SUB	$28,725.00	$7,673.69	TX DIR	1	$7,673.69
74	Granicus	Social Media eXstream Plus - Annual Subscription Granicus - GOVM-SWG-EXP-SUB	$7,720.98	$4,570.21	TX DIR	1	$4,570.21
75	Granicus	Avior™ 50 - Annual Subscription Granicus - GOVM-SWG-A50-SUB	$53,918.18	$31,915.30	TX DIR	1	$31,915.30
76	Granicus	AVIOR Control Software License - Annual Subscription Granicus - GOVM-SWG-AVC-SUB	$14,362.50	$1,864.18	TX DIR	1	$1,864.18
77	Granicus	CaptionLive ESP Per Hour Annual Subscription Granicus - GOVM-SWG-CLE-SUB	$145.8406	$136.3044	TX DIR	150	$20,445.66
78	Granicus	OneMeeting Agenda Automation Each - Annual Subscription Granicus - GOVM-ONM-AGA-REC	$32,373.08	$16,396.38	TX DIR	1	$16,396.38
79	Granicus	OneMeeting Meeting Management Each - Annual Subscription Granicus - GOVM-ONM-MEM-REC	$24,279.81	$12,296.65	TX DIR	1	$12,296.65
80	Granicus	Experience Services Credit Accelerator- Each - Annual Subscription Granicus - GXC-ADD-CRAC-REC	$957,500.0000	$54.8178	TX DIR	75	$4,111.34
		YEAR 3 SUBTOTAL:					$218,075.29
		YEAR 4					
81	Granicus	Government Experience Service Cloud Advanced Each - Annual Subscription (Up to 10000 Unique Contacts) Granicus - GXC-BND-SCT3-REC	$1,436,250.00	$101,321.89	TX DIR	1	$101,321.89
82	Granicus	Integration: Subscription Each Annual Subscription OneView Naviline Granicus - GOVS-ONV-AIN-SUB	$28,725.00	$8,210.85	TX DIR	1	$8,210.85
83	Granicus	Power BI Access Only Subscription Each - Annual Subscription Granicus - GOVS-ONV-ABI-SUB	$14,362.50	$4,518.31	TX DIR	1	$4,518.31
84	Granicus	OpenCities Subsite License Each - Annual Subscription Granicus - GOVA-OCT-SWD-SUB	$28,725.00	$1,759.47	TX DIR	1	$1,759.47
85	Granicus	OpenCities Subsite License Each - Annual Subscription Granicus - GOVA-OCT-SWD-SUB	$28,725.00	$1,759.47	TX DIR	1	$1,759.47
86	Granicus	OpenCities Subsite License Each - Annual Subscription Granicus - GOVA-OCT-SWD-SUB	$28,725.00	$1,759.47	TX DIR	1	$1,759.47
87	Granicus	OpenCities Subsite License Each - Annual Subscription Granicus - GOVA-OCT-SWD-SUB	$28,725.00	$1,759.47	TX DIR	1	$1,759.47
88	Granicus	OpenCities Subsite License Each - Annual Subscription Granicus - GOVA-OCT-SWD-SUB	$28,725.00	$1,759.47	TX DIR	1	$1,759.47

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89	Granicus	AzureAD Connector License Each - Annual Subscription Granicus - GOVA-OCT-AZR-SUB	$19,150.00	$1,759.47	TX DIR	1	$1,759.47
90	Granicus	SMS Block: Up to 100,000 SMS Messages Each Annual Subscription Granicus - GOVS-ONV-M100-SUB	$28,725.00	$2,510.17	TX DIR	1	$2,510.17
91	Granicus	Integration: Subscription Each Annual Subscription OneView Granicus - GOVS-ONV-AIN-SUB	$28,725.00	$8,210.85	TX DIR	1	$8,210.85
92	Granicus	Social Media eXstream Plus - Annual Subscription Granicus - GOVM-SWG-EXP-SUB	$7,720.98	$4,890.13	TX DIR	1	$4,890.13
93	Granicus	Avior™ 50 - Annual Subscription Granicus - GOVM-SWG-A50-SUB	$53,918.18	$34,149.37	TX DIR	1	$34,149.37
94	Granicus	AVIOR Control Software License - Annual Subscription Granicus - GOVM-SWG-AVC-SUB	$14,362.50	$1,994.67	TX DIR	1	$1,994.67
95	Granicus	CaptionLive ESP Per Hour Annual Subscription Granicus - GOVM-SWG-CLE-SUB	$145.8406	$145.8333	TX DIR	150	$21,875.00
96	Granicus	OneMeeting Agenda Automation Each - Annual Subscription Granicus - GOVM-ONM-AGA-REC	$32,373.08	$17,544.12	TX DIR	1	$17,544.12
97	Granicus	OneMeeting Meeting Management Each - Annual Subscription Granicus - GOVM-ONM-MEM-REC	$24,279.81	$13,157.42	TX DIR	1	$13,157.42
98	Granicus	Experience Services Credit Accelerator- Each - Annual Subscription Granicus - GXC-ADD-CRAC-REC	$957,500.0000	$58.6549	TX DIR	75	$4,399.12
		YEAR 4 SUBTOTAL:					$233,338.72
		YEAR 5					
99	Granicus	Government Experience Service Cloud Advanced Each - Annual Subscription (Up to 10000 Unique Contacts) Granicus - GXC-BND-SCT3-REC	$1,436,250.00	$108,414.43	TX DIR	1	$108,414.43
100	Granicus	Integration: Subscription Each Annual Subscription OneView Naviline Granicus - GOVS-ONV-AIN-SUB	$28,725.00	$8,785.61	TX DIR	1	$8,785.61
101	Granicus	Power BI Access Only Subscription Each - Annual Subscription Granicus - GOVS-ONV-ABI-SUB	$14,362.50	$4,834.59	TX DIR	1	$4,834.59
102	Granicus	OpenCities Subsite License Each - Annual Subscription Granicus - GOVA-OCT-SWD-SUB	$28,725.00	$1,882.63	TX DIR	1	$1,882.63
103	Granicus	OpenCities Subsite License Each - Annual Subscription Granicus - GOVA-OCT-SWD-SUB	$28,725.00	$1,882.63	TX DIR	1	$1,882.63
104	Granicus	OpenCities Subsite License Each - Annual Subscription Granicus - GOVA-OCT-SWD-SUB	$28,725.00	$1,882.63	TX DIR	1	$1,882.63

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105	Granicus	OpenCities Subsite License Each - Annual Subscription Granicus - GOVA-OCT-SWD-SUB	$28,725.00	$1,882.63	TX DIR	1	$1,882.63
106	Granicus	OpenCities Subsite License Each - Annual Subscription Granicus - GOVA-OCT-SWD-SUB	$28,725.00	$1,882.63	TX DIR	1	$1,882.63
107	Granicus	AzureAD Connector License Each - Annual Subscription Granicus - GOVA-OCT-AZR-SUB	$19,150.00	$1,882.63	TX DIR	1	$1,882.63
108	Granicus	SMS Block: Up to 100,000 SMS Messages Each Annual Subscription Granicus - GOVS-ONV-M100-SUB	$28,725.00	$2,685.88	TX DIR	1	$2,685.88
109	Granicus	Integration: Subscription Each Annual Subscription OneView Granicus - GOVS-ONV-AIN-SUB	$28,725.00	$8,785.61	TX DIR	1	$8,785.61
110	Granicus	Social Media eXstream Plus - Annual Subscription Granicus - GOVM-SWG-EXP-SUB	$7,720.98	$5,232.44	TX DIR	1	$5,232.44
111	Granicus	Avior™ 50 - Annual Subscription Granicus - GOVM-SWG-A50-SUB	$53,918.18	$36,539.83	TX DIR	1	$36,539.83
112	Granicus	AVIOR Control Software License - Annual Subscription Granicus - GOVM-SWG-AVC-SUB	$14,362.50	$2,134.30	TX DIR	1	$2,134.30
113	GOVM-SWG-CLE-SUB-2	CaptionLive ESP Per Hour Annual Subscription Granicus - GOVM-SWG-CLE-SUB		$156.0628	OM	150	$23,409.42
114	Granicus	OneMeeting Agenda Automation Each - Annual Subscription Granicus - GOVM-ONM-AGA-REC	$32,373.08	$18,772.22	TX DIR	1	$18,772.22
115	Granicus	OneMeeting Meeting Management Each - Annual Subscription Granicus - GOVM-ONM-MEM-REC	$24,279.81	$14,078.44	TX DIR	1	$14,078.44
116	Granicus	Experience Services Credit Accelerator- Each - Annual Subscription Granicus - GXC-ADD-CRAC-REC	$957,500.0000	$62.7608	TX DIR	75	$4,707.06
		YEAR 5 SUBTOTAL:					$249,675.61
		SUGGESTED OPTIONS SUBTOTAL:					$904,899.29
			TOTAL PRICE:				**$423,644.15**
			TOTAL QUOTE:				**$423,644.15**

carahsoft
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Government Transparency Suite
Granicus Encoding Appliance Software (GT)

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Potential Users are based on the greater of quarterly website visits to the domains covered by a license or the subscriber base multiplied by 12, less 20% to account for inactive subscribers.
Option year pricing is provided with the assumption that your requirements are the same as the base year. If your usage increases Granicus reserves the right to renegotiate your contract based on usage.
Option year pricing does not imply usage can grow beyond your base level.

Granicus Order Form for Tyler, TX

ORDER DETAILS

Granicus Contact:	Allyson Biddy
Email:	allyson.biddy@granicus.com
Order #:	Q-390703
Prepared On:	27 Nov 2024

ORDER TERMS

Currency:	USD
Payment Terms:	All fees set forth in the Quote from reseller/distributor to Client are due and payable in accordance with those terms. Use of the Products is governed by the terms of the Granicus Master Subscription Agreement or such other Agreement as agreed to by the parties.
Current Billing Term End Date:	31 Dec 2025
Period of Performance:	The Agreement will begin on date of signature and will continue through the end of the then current billing term, and will continue for an additional 48 months thereafter.

The subscription includes the following domain(s) and subdomain(s):

http://www.cityoftyler.org/

PRODUCT SUMMARY

The specifications and terms within this Order Form are specific to the products and volumes contained herein.

NOTE: Fees for the below Products will be as set forth in the quote from an authorized reseller.

One-Time Services		
Solution	**Billing Frequency**	**Quantity/Unit**
Content Migration - 200 Pages	Milestones - 40/20/20/20	1 Hours
Government Experience Service Cloud Advanced - Set-up, Config, and Training	Milestones - 40/30/30	1 Each
Web Experience - Enhanced Package	Milestones - 40/30/30	1 Each
GXG Information Architecture	Up Front	1 Each
Additional Integration: Setup	Upon Delivery	1 Each
Granicus Web - Intranet-Specialty services pack - Branded Subsite	Milestones - 40/30/30	1 Each
Granicus Web - Intranet-Specialty services pack - Branded Subsite	Milestones - 40/30/30	1 Each
Granicus Web - Intranet-Specialty services pack - Branded Subsite	Milestones - 40/30/30	1 Each
Granicus Web - Intranet-Specialty services pack - Branded Subsite	Milestones - 40/30/30	1 Each
Granicus Web - Intranet-Specialty services pack - Branded Subsite	Milestones - 40/30/30	1 Each
OneView E&E Power BI Access Setup Fee	Upon Delivery	1 Each
Content Migration - Up to 50 Pages of Migration Total	Milestones - 40/20/20/20	1 Each
Content Migration - Up to 50 Pages of Migration Total	Milestones - 40/20/20/20	1 Each
AzureAD Connector - Services Setup and Configuration Package	Up Front	1 Each
Additional Integration: Setup	Upon Delivery	1 Each
Avior™ PRO Remote Broadcast System - Four Camera Setup	Upon Delivery	1 Each
Captioning Software Only	Upon Delivery	1 Each
Optional Extended Warranty for AVIOR™ Camera Control Appliance(s)	Upon Delivery	1 Each
Avior™ Setup and Deployment	Upon Delivery	1 Each
AVIOR™ Standard Pre-Assembly & Install	Upon Delivery	1 Each
Standard Caption Encoder/Decoder	Upon Delivery	1 Each
Social Media eXstream Plus - Setup	Upon Delivery	1 Each
OneMeeting Agenda Automation - Training	Upon Delivery	1 Each

OneMeeting Agenda Automation - Setup & Configuration	Upon Delivery	1 Each
OneMeeting Meeting Management - Training	Upon Delivery	1 Each
OneMeeting Meeting Management - Setup & Configuration	Upon Delivery	1 Each

New Subscriptions		
Solution	**Billing Frequency**	**Quantity/Unit**
Government Experience Service Cloud Advanced *(Up to 10000 Unique Contacts)*	Annual	1 Each
OneView Naviline Integration Subscription	Annual	1 Each
Power BI Access Only Subscription	Annual	1 Each
OpenCities Subsite License	Annual	1 Each
OpenCities Subsite License	Annual	1 Each
OpenCities Subsite License	Annual	1 Each
OpenCities Subsite License	Annual	1 Each
OpenCities Subsite License	Annual	1 Each
AzureAD Connector License	Annual	1 Each
SMS Block: Up to 100,000 SMS Messages	Annual	1 Each
OneView Integration Subscriptions	Annual	1 Each
Social Media eXstream Plus	Annual	1 Each
Avior™ 50	Annual	1 Each
AVIOR Control Software License	Annual	1 Each
CaptionLive ESP	Annual	150 Hours
OneMeeting Agenda Automation	Annual	1 Each
OneMeeting Meeting Management	Annual	1 Each

Experience Services Credit Accelerator	Annual	75 Each

- *Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages.*
- *Additional volume purchased will cover the period of 01 Jan 2025 - 31 Dec 2025 The additional volume and annual fees will be added to Tyler, TX's standard subscription and will be included in the next renewal period.*

Communications Cloud Tier:
for up to 99999 potential users.

PRODUCT DESCRIPTIONS

Solution	Description

Solution	Description
Content Migration - 200 Pages	**Content Migration Delivery:** Your web implementation project manager will guide you through the timeline and overall strategy. Once this is defined, the content migration team will work to deliver the content. At the end, you will receive: • Access to the CMS with all agreed pages moved over (to the best that accessibility compliance and CMS functionality/limitations allow) • A recap document that details anything your team should know about what Granicus migrated as well as recommendations • All content migrated in conformance with the WCAG 2.1 AA accessibility standard **Client Responsibilities:** • Completion of the Content Rationalization Workbook (CRW) (provided by Granicus) listing all pages classified as either 'Granicus to Migrate', 'Client to Migrate', or 'Do Not Migrate.' • Completion of a Proposed Site Map (if applicable) listing all pages in hierarchical order including all pages marked as 'Granicus to Migrate' and 'Client to Migrate.' • Identify an individual or team with the ability to clarify questions and promptly make decisions about migration questions **What's IN scope?** • Creation and migration of static content and assets on the pages identified for 'Granicus to Migrate' on the Proposed Site Map, as it currently exists on its listed source. • Migration of time-bound items (news articles, events, job listings, rfp/bid listings), only if identified and counted within the allotted scope. **What's NOT in scope?** • Anything within an iFrame or embedded HTML content • Interactive/dynamic content • Content not managed within the CMS • JavaScript, CSS, or other custom code • Interactive web forms and/or single-page applications • Written content within image/diagram • Content contained inside a PDF file • Documents and images on pages marked "Do Not Migrate"

Solution	Description

Solution	Description
Government Experience Service Cloud Advanced	The annual subscription edition is an outcome-focused solution that increases online self-service, reduces calls, and drives more clicks to help constituents do business with you. Solution includes: • Strategic Capabilities o Designated Experience Partner o Extended LMS Training On-demand o Access to Services Catalog o Monthly CX Program Brief to Review Insights & Recommendations o Online Help Articles and Access to govCommunity • Data Insights o Community Satisfaction and Performance Monitoring o Government Effectiveness Score o Digital Experience Score o Quality of Life Surveys o In-app Reporting and Dashboards • Connected Technology o Service Web Portal o Enterprise Forms and Workflows (unlimited) ▪ Capabilities include: (1) Drag and drop form builder, (2) display logic, calculations, and payments, (3) insights dashboard and form analytics, (4) unlimited responses and ability 'to save and return', (5) data connections and API access, and (6) up to 50GB file uploads and 2,000 web API calls per hour and 20 custom documents per form, (7) workspaces and advanced response workflows, (8) custom documents (certificates, permits, formal letters, and more), (9) form versioning and scheduling o Outbound Communications ▪ Outreach mediums include unlimited email, up to 100k SMS/text messages, RSS feeds, and social media integration to connect with target audiences. ▪ Marketing Automation includes audience segmentation, personalization, message testing, and mobile engagement. Dynamic segmentation around bulletins, engagement, and question (e.g.

Solution	Description
	zip code) ▪ Canned campaigns for re-engagement and new subscriber onboarding ▪ Testing: Simple (A/B, 10/10/80) o Engagement and Sentiment Analysis (unlimited) o Embeddable Project Finder o Service Request and Constituent Relationship Management ▪ Tickets by internal users and/or web/mobile users, ▪ Tracking issues status and 2-way communication related to service requests, ▪ Enterprise features to organize by teams and/or SLAs ▪ Knowledge base articles including the ability to create, manage, and publish throughout the system and messaging system to create, manage and publish outbound messaging to users via email and push notifications o Ongoing security updates o Ongoing product updates and enhancements o Product accessibility maintained perpetually o 99.9% up-time guarantee o Technical Support Reporting (monthly) o Executive Escalation & Care Process o Support Coverage & Response Time SLAs ▪ Severity Level 1: System unavailable – 30 minutes ▪ Severity Level 2: Major system features unavailable, no user workaround – 1 hour ▪ Severity Level 3: Major system features unavailable, user workaround available – 2 hours ▪ Severity Level 4: Transactional issue, user workaround available - 5 hours A "Unique Contact" is an individual that provides either an email address, phone number, or both. Additional fees for exceeding contracted Unique Contact tier will automatically be applied in arrears and adjusted for go-forward use at subscription renewal. Overages above 1M unique contacts are billed in increments of 100,000 Unique Contacts.

Solution	Description
Government Experience Service Cloud Advanced - Set-up, Config, and Training	The Service Cloud Advanced edition is a user-centric solution that prioritizes an exceptional user experience through a comprehensive UX process. This edition leverages a blend of strategic capabilities, data insights, and technology built for government to deliver an experience aimed at enhancing user engagement and boosting operational efficiency. It is particularly well-suited for organizations ready to invest in a collaborative design process that highlights their existing branding while utilizing proven design and communication practices for effective digital transformation. This solution includes: • Stakeholder Kickoff and GXC Project Alignment • Program Management - Weekly / bi-weekly communication • Up to five (5) Email message templates • Analysis of existing service request processes • One (1) Knowledge Base Article (used as example for client to build remainder of articles unless scoped as add-on) • Development/Implementation/component configuration, including: • Forms and workflow • Community satisfaction and performance monitoring • Community engagement and sentiment analysis • Email and SMS communications • Service request management and mobile applications • Service request knowledge base and messaging system • Remote Training – Specific training agenda is flexible and includes up to 20 hours total delivered and up to 3-hour sessions across non-consecutive sessions • Recommended schedule by platform module: • Forms and workflow: Four (4) hours total – Up to 25 people • Customer satisfaction & performance monitoring: Ninety (90) minutes total – Up to ten (10) people • Community engagement: Ninety (90) minutes total – Up to (10) people • Email and SMS communications: Two (2) hours total – Up to (10) people • Service request management: Three (3) hours total – Main System Administration and two end-users • Service request management knowledge base article: Thirty (30)

Solution	Description
	minutes total – Up to 5 people • Service request management messaging: Thirty (30) minutes total – Up to 5 people **International numbers are not supported. SMS/text messages not used in the period of performance will not carry over to the following year. Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use. Wireless phone numbers can take 4-26 weeks to procure due to carrier provisioning. Carriers may enforce blackout period(s) and can enforce restrictions at any time during which they will not accept new applications and can delay provisioning or halt sending. Failure of carrier response will not result in any adjustment and failure to comply with regulations may result in suspension of phone number.*

Solution	Description
Web Experience - Enhanced Package	The Enhanced package provides a citizen-focused website with a robust UX process. This package utilizes standard CMS functionality to create a modular homepage layout. It is recommended for organizations that have a small/medium website implementation team with the capacity to engage in a design process to feature their existing branding using proven design patterns for digital transformation. This package includes: • Professional Project Management • Weekly / bi-weekly communication • Basic UX Consultation, which may include one (1) or more of the following based on consultation with client: • One (1) site analytics report based on Google Analytics • One (1) homepage heatmap analytics visualization • One (1) internal stakeholder survey • One (1) Community survey export • One (1) modular homepage wireframe based on predefined building blocks • Information Architecture (IA) best practices review • One (1) Content Rationalization Package (basic) • Best practices review, one (1) hour session • Site scrape loaded into AIM framework document • One (1) Visual Design Package • One (1) homepage design concept • Interior page sample • Mobile version sample • Up to three (3) rounds of design revisions • Up to two (2) CX features • choose from Granicus library • Development/CMS Implementation • Content Migration - up to one hundred (100) pages • QA & Accessibility Report • Remote Training • Delivered in three (3) non-consecutive sessions eight (8) hours total • Up to ten (10) people

Solution	Description
GXG Information Architecture	Updating your website's Information Architecture (IA) is key to improving the overall user experience. Our IA process involves website data analysis, user research and user testing, and other best-practice methodologies that serve to seamlessly bridge your goals with user needs. This effort will result in a strategic and scalable approach to content priorities, a development of a navigation structure for your new site, and the creation of an actionable implementation strategy for your existing content. Activities include: • Kickoff: Align on goals, expectations, timelines, and deliverables • Data Audit: We'll review surveys, Google Analytics, and any other piece of data to get a sense of how the website is currently utilized, what the user priorities are, and how the current content is meeting their needs. • User engagement: Conduct up to one (1) card sort with up to forty (40) external users OR up to one (1) tree test with up to forty (40) external users Deliverable: • Recommendations & Implementation Report. Includes new Information Architecture map, connecting individual pages to their new categories and location in the site tree Assumptions: • Covers analysis and IA for sites with up to 2,500 URLs. • Three-month period of performance to be completed within the contract period. • Does NOT include a content audit. • Does NOT include content creation. • Client sources external users for testing. • Does NOT include document review.
OneView Naviline Integration Subscription	Ongoing subscription to create an additional integration into an out-of-the-box partner system. Attached is the scope outlining the details of the NaviLine Integration.
Additional Integration: Setup	One time setup fee for an additional standard integration into a third-party system Standard integrations with the following vendors/systems (please see agreement for specifics on the data that is integrated for each): Accela Cartegraph CentralSquare Enterprise Asset Management (Lucity) CentralSquare Fusion CityWorks Dynamics365 EnerGov Hansen NexGen Salesforce
Power BI Access Only Subscription	Subscription for Platform Add On for Power BI Access Only

Solution	Description
Granicus Web - Intranet-Specialty services pack - Branded Subsite	Branded subsites allow a department or organization to customize their pages with a unique color scheme and branding utilizing the framework of the main site. **This package includes:** • Landing page – a carbon copy of the main website homepage layout and functionality • Unique design theme, including color palette for landing and interior pages • Development/CMS Implementation • Ability to refine homepage content via CMS widget settings • Individual navigation structure • Individual domain name • Individual search capabilities ** *This package does not include content migration*
Granicus Web - Intranet-Specialty services pack - Branded Subsite	Branded subsites allow a department or organization to customize their pages with a unique color scheme and branding utilizing the framework of the main site. **This package includes:** • Landing page – a carbon copy of the main website homepage layout and functionality • Unique design theme, including color palette for landing and interior pages • Development/CMS Implementation • Ability to refine homepage content via CMS widget settings • Individual navigation structure • Individual domain name • Individual search capabilities ** *This package does not include content migration*

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OneView E&E Power BI Access Setup Fee	One-time setup fee for Power BI Access Only

Solution	Description
OpenCities Subsite License	This License is for a single subsite to be installed with an instance of OpenCities. Examples of subsites include: Libraries, leisure centers, festivals, tourism and more. Using our Subsite functionality, clients can create and manage subsites without the need to engage in custom web development. Using the site wizard, you can select what functions and layout needs you have for the site, set up publishers and permissions, and start entering content within a matter of days. Create and implement a visual theme in-house or partner with Granicus to deliver one for you. • Use the full power of OpenCities modules to create functionally rich subsites • Reduce maintenance costs • All sites benefit from ongoing Accessibility, Browser, Device and UI updates • Easily share content such as events in between sites, even if each site looks different • Setup password protected sites to deliver secure information to authenticated users. • Subsites are supported under the same terms as the main site, with the same SLA and support and maintenance agreements. • Does not include implementation services
Content Migration - Up to 50 Pages of Migration Total	Includes the migration of up to 50 pages of content

Solution	Description
OpenCities Subsite License	This License is for a single subsite to be installed with an instance of OpenCities. Examples of subsites include: Libraries, leisure centers, festivals, tourism and more. Using our Subsite functionality, clients can create and manage subsites without the need to engage in custom web development. Using the site wizard, you can select what functions and layout needs you have for the site, set up publishers and permissions, and start entering content within a matter of days. Create and implement a visual theme in-house or partner with Granicus to deliver one for you. • Use the full power of OpenCities modules to create functionally rich subsites • Reduce maintenance costs • All sites benefit from ongoing Accessibility, Browser, Device and UI updates • Easily share content such as events in between sites, even if each site looks different • Setup password protected sites to deliver secure information to authenticated users. • Subsites are supported under the same terms as the main site, with the same SLA and support and maintenance agreements. • Does not include implementation services
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AzureAD Connector License	OpenCities integrates with your Microsoft Active Directories (via AzureAD not on-prem), giving staff the convenience of a single sign-on experience and automatically mapping the appropriate roles and permissions in OpenCities to relevant AD users. For your OpenCities intranet, the Azure AD connector powers your staff directory and organisation chart to ensure they are dynamically updated on a regular basis. This may be used for your web, intranet and subsites.
SMS Block: Up to 100,000 SMS Messages	SMS Block: Up to 100,000 SMS Messages

Solution	Description
AzureAD Connector - Services Setup and Configuration Package	Set up and configuration of AzureAD Connector
OneView Integration Subscriptions	Attached is the scope outlining the details of the Integrations provided.
Additional Integration: Setup	One time setup fee for an additional standard integration into a third-party system Standard integrations with the following vendors/systems (please see agreement for specifics on the data that is integrated for each): Accela Cartegraph CentralSquare Enterprise Asset Management (Lucity) CentralSquare Fusion CityWorks Dynamics365 EnerGov Hansen NexGen Salesforce
Avior™ PRO Remote Broadcast System - Four Camera Setup	Avior™ PRO Remote Broadcast System: Four HD Camera Solution
Captioning Software Only	Captioning Software Only (EASE™ H or EASE™ 2D Appliance Upgrade)
Social Media eXstream Plus	Software combined with EASE™ licensing for Facebook Live, YouTube, Instagram, Twitter, LinkedIn and live streaming.
Avior™ 50	AVIOR™ 50 Managed Service SaaS: Remote Switching for up to 50 meetings per year.
AVIOR Control Software License	Annual License Fee
Optional Extended Warranty for AVIOR™ Camera Control Appliance(s)	Optional Extended Warranty for AVIOR™ Camera Control Appliance (s)

Solution	Description
Avior™ Setup and Deployment	Standard AVIOR™ system setup and remote deployment
AVIOR™ Standard Pre-Assembly & Install	AVIOR™ Standard Pre-Assembly & Install (travel not included)
Standard Caption Encoder/Decoder	Standard Caption Encoder/Decoder for IP-based handoff to cloud captioning (537): The standard caption encoder/decoder for broadcasters requiring basic caption insertion features. The unit offers automatic speech recognition captioning, supports a serial port or TCP/IP connection, and can also be equipped with an optional telco modem. Real-time automated transcription with appropriate service plan.
Social Media eXstream Plus - Setup	Social Media eXstream Plus - Setup
CaptionLive ESP	CaptionLive ESP - Automated Transcription Service in English and Spanish with text, No cleanup, per hour
OneMeeting Agenda Automation	Agenda Automation - Includes: Creating items, passing through workflow, generating meeting documents, and publishing.
OneMeeting Meeting Management	Meeting Management - Includes: Recording roll call, motions/votes, generating minutes, controlling electronic display, and speaker management functions.
OneMeeting Agenda Automation - Training	9 hours of online instructor lead training for OneMeeting Agenda Automation.

Solution	Description
OneMeeting Agenda Automation - Setup & Configuration	Agenda Automation - Analysis, Setup and Configuration Services. These services focus on the analysis of your agenda item approval process and the designing of the forms and workflows to faciliate the submittal and approval of agenda items in OneMeeting. Details: - Up to 2 forms and 2 workflows with dynamic logic (Forms – 4 fields are required and up to 6 other fields can be added & two conditions for dynamic routing. Each form creates one cover letter/memo/staff report using one system template. This document is then routed through the workflow for approval.) (Workflows will be based on milestone approvals. Those milestones could include Department Director, Finance Review, Legal Review, City/County Manager. Each workflow may have up to 2 dynamic routing steps.) - Each form will produce one staff report and the staff report will be routed through all the steps of a designated workflow. Users may edit the report while in the workflow. - System document templates for agenda, minutes, agenda packet, and if applicable a notice of cancellation. Up to 5 unique meeting templates may be built. Different cover page does not require as a different template. - 4 default permission roles with the ability for clients to create custom roles if needed. - Standard agenda forecast report for tracking item approval progress - Up to 10 meeting bodies will be added to the system with up to 2 meeting types each. Clients can add additional bodies and meeting types. - Up to 3 item types. This may include items such as regular items, resolutions, ordinance or proclamations.
OneMeeting Meeting Management - Training	2 hours of online instructor lead training for OneMeeting Meeting Manager.
OneMeeting Meeting Management - Setup & Configuration	Meeting Management - Analysis, Setup and Configuration Services These services focus on the analysis of your agenda, minutes and miscellaneous output templates; and your live meeting process. They also include the setup and configuration of the templates, motions and votes, public speaking and comment options (if purchased) and live meeting display.
Experience Services Credit Accelerator	Annual Recurring Service Credits: Enhance your support through the GXC Services Catalog with these additional annual credits, ensuring continuous access to valuable

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
  - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
  - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- **Data obtained through the Granicus Advanced Network.**
  - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
  - Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
  - Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

THIRD PARTY DISCLAIMER

Closed Captioning and Meeting Services: *Client and Granicus may agree that a third party will provide closed*

captioning, transcription services, or other meeting services under this Agreement. In such case, Client expressly understands that the third party is an independent contractor and not an agent or employee of Granicus. Granicus is not liable for acts performed by such an independent third party.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote
  Q-390703 dated 27 Nov 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Tyler, TX to provide applicable exemption certificate(s).
- Client retains the right to terminate the subscriptions to One Meeting and OneView for its convenience at any time, however the fees due for services related to the aforementioned products will remain due and payable, and no refund will be issued for fees paid for such subscriptions prior to such termination.
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Terms and Conditions are in accordance with the Granicus Texas Department of Information Resources agreement DIR-TSO-4288 and takes precedence over all other conflicting terms and conditions incorporated herein.
- Billing Frequency Notes: All One-Time Fees will be billed out annually in 5 equal amounts for the term of the contract.
- Upon the effective date, this Agreement shall supersede and replace any previous agreement between the parties for the Terminating and/or Existing Subscriptions listed herein. All such prior agreements between the parties are hereby void and of no force and effect.
- Client will be invoiced for use of any product or service measured or capped by volume or amount of usage that exceeds the permitted amount set forth in this Quote at the same cost or rate set forth herein.

- **Updates to Shared Short Codes for SMS/Text Messaging:**

Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.

Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.