CITY COUNCIL AGENDA

Wednesday, February 26, 2025
9:00 am

CITY OF TYLER
A Natural Beauty

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, February 26, 2025
9:00 am

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

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

AMERICANS WITH DISABILITIES ACT NOTICE

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

COURTESY RULES

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

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 January 8, 2025

AWARDS

A-1 Request that the City Council consider recognizing the following employees for their years of service and commitment to the City of Tyler. They represent 235 years of service with the City of Tyler.

Patrick Mayo, Fire Senior Captain II, 20 Years of Service
Christopher Potts, Fire Driver Engineer III, 20 Years of Service
Michael Woelfel, Firefighter XII. 25 Years of Service
Aaron Lowry, Fire Senior Captain II, 25 Years of Service
J. Craig Williams, Police Officer XIV, 25 Years of Service
Clint Gardner, Police Officer XIV, 30 Years of Service
James McCraw, Police Officer XIV, 30 Years of Service
D Mike Saxion, Police Sergeant IV, 30 Years of Service
A Brad Langford, Police Officer XIV, 30 Years of Service

ZONING

Z-1 Z24-044 AMY L BASS (3393 WEST GRANDE BOULEVARD)
Request that the City Council consider adoption of an Ordinance approving a zone change from 'AG', Agricultural District to 'C-2', General Commercial District.

Z-2 C24-009 DAVID ZAVALA (A PORTION OF PEGUES AVENUE)
Request that the City Council consider adoption of an Ordinance approving the closure of an unimproved street right-of-way for Pegues Avenue, adjacent to 1522 North Bois D'Arc Avenue.

RESOLUTION

R-1 Request that the City Council consider adoption of a Resolution authorizing the City Manager to approve an Interlocal Agreement Regarding Utility Services between the City of Tyler and East Texas Municipal Utility District of Smith County defining water service areas and an agreement to negotiate consent to annexations.

ORDINANCE

O-1 Request that the City Council consider adopting an Ordinance canceling the election for Tyler City Councilmember for District Five scheduled for May 3, 2025, and declaring the unopposed candidate for Tyler City Councilmember for District Five elected to office.

MISCELLANEOUS

M-1 Request that the City Council consider authorizing the City Manager to execute a

professional services contract in the amount of $240,000.00 with HDR Engineering, Inc., for the Lake Palestine Water Treatment Plant Variable Frequency Drive (VFD) Replacement Project and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

M-2 Request that the City Council consider reviewing and accepting the Revenue and Expenditure Report for the period ending December 31, 2024.

M-3 Request that the City Council consider approving the appointment of two Alternate Tyler Municipal Court Judges by the Presiding Judge.

BOARD APPOINTMENTS

B-1 Request that the City Council consider appointing Max Slicker as the Chair of the Construction Board of Adjustments and Appeals.

CONSENT

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

C-A-1 Request that the City Council consider reviewing and accepting the Investment Report for the quarter ending December 31, 2024.

C-A-2 Request that the City Council consider adoption of a Resolution authorizing and amending the application for and acceptance of Federal Transit Administration Section 5339 FY23 and FY24 Bus and Bus Facilities Grant in the amount of $412,019.00 along with the acceptance of $65,484 in Transportation Development Credits (TDC).

C-A-3 Request that the City Council consider authorizing the City Manager to execute a second contract amendment in the amount of $5,717.09, with KSA Engineers, Inc., for additional services related to the Earl Campbell Gravity Sewer Main project.

C-A-4 Request that the City Council consider adopting a Resolution authorizing the City Manager to execute the application for and acceptance of Federal Transit Administration (FTA) Grant Funds under the Section 5307 Fiscal Year 2023 in the amount of $2,616,893 and Fiscal Year 2024 in the amount of $2,523,956, for a total amount of $5,140,893, to assist with the Transit Department's operating cost. This Resolution also accepts any grant amendments and funds to increase the grant funding levels and reduce the local match requirements.

C-A-5 Request that the City Council consider authorizing the City Manager to purchase two (2) BraunAbility ProMaster van bodies for the Transit Department from Model 1 Commercial Vehicles, for $338,685.70 through the State of Oklahoma contract SW0797C FY25.

C-A-6 Request that the City Council consider authorizing the City Manager to execute the Interlocal Agreement with Smith County related to Smith County's Stormwater Management Plan (SWMP).

C-A-7 Request that the City Council consider authorizing the City Manager to execute the

Reconciliation Change Order with Reynolds & Kay, LTD. for the Storm Main Replacement project, Bid No. 24-041, increasing the approved contract amount by $75,580.20 (20.7%), from $364,781.00 to $440,361.20, and approve the release of retainage, pending approval by the Half Cent Sales Tax Board.

C-A-8 Request that the City Council consider authorizing the City Manager to ratify staff's action in the approval of KSA Engineers providing services to update the Risk and Resiliency and Emergency Response Plan as required by the Environmental Protection Agency (EPA) to comply with the American Water Infrastructure Act in the amount of $107,500.

C-A-9 Request that the City Council consider authorizing the City Manager to approve a Reconciliation Change order in the amount of $29,998.80 under budget and approve the release of retainage in the amount of $25,937.68 to Striping Technology, LP. for the Traffic Signal Installations - Various Locations Project.

C-A-10 Request that the City Council consider authorizing the City Manager to approve the purchase of one excavator from ASCO Supply Company through Sourcewell contract #011723-HTI for a purchase price of $145,407.52.

C-A-11 Request the City Council consider authorizing the City Manager to approve the purchase of one RTV from Lowe Tractor for Lake Palestine water plant for a total purchase price of $10,538.76 through Sourcewell Contract #031121.

C-A-12 Request that the City Council consider adoption of a Resolution to authorize continued participation by the City of Tyler with the Steering Committee of Cities served by Atmos, and authorize the annual assessment payment of $0.05 cents per capita to the Steering Committee.

CITY MANAGER'S REPORT

EXECUTIVE SESSION

As allowed by the Texas Open Meetings Law, Chapter 551 of the Government Code, the City Council may go into executive session to consider the following: Under Tex. Gov't Code section 551.074 "Personnel Matters" deliberation regarding the following: The employment, duties and evaluation of the City Manager. Any final action to be taken by the City Council will be taken in open session.

ADJOURNMENT

MINUTES OF THE REGULAR CALLED MEETING OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS
January 8, 2025

A regular called meeting of the City Council of the City of Tyler, Texas, was held Wednesday, January 8, 2025 at 9:00 a.m. in the City Council Chambers, 2nd floor of City Hall, Tyler, Texas, with the following present:

Mayor:	Don Warren
Mayor Pro Tem:	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:	April Earley
Director of Organizational Development:	Regina Y. Moss
Planning Director:	Kyle Kingma
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
City Clerk:	Cassandra Brager

INVOCATION

The Invocation was given by Mayor Warren.

MINUTES

Motion by Councilmember Wynne to approve the special called meeting minutes for October 16 and the regular called meeting minutes held on October 23, 2024; seconded by Councilmember McKellar; motion carried 6 - 0 & approved as presented.

PRESENTATION

P-1 Request that the City Council consider hearing a presentation on collection of Municipal Court delinquent fines and fees by Perdue, Brandon, Fielder, Collins & Mott, LLP (Perdue).

Patrick Woods, Managing Partner with Perdue Brandon Law Firm- Gave a report on the collection of Municipal Court delinquent fines and fees.

MISCELLANEOUS

M-1 Request that the City Council consider authorizing the City Manager to approve the transfer of properties that the City purchased with HOME-ARP funding located at 512 W. 32nd and 516 W. 32nd to the East Texas Cares Resources Center to address the increasing homeless population. Also, request approval of the Ordinance. **(O-2025-1)**

Mayor Warren- Asked if Mrs. Calhoun could tell us a little bit about the group.

Jannette Calhoun, CEO of East Texas Cares Resources Center – Stated that they have been doing this since 1989. Their services to the community has expanded. They began with providing services to the community, when persons in our community were being diagnosed with, a virus that we just didn't have the information on. So, we started out providing services to people that were living with what we now know was AIDS, HIV, and we've expanded our services. We provide housing, we assist with social work. We have a social work manager, and we are supported through grants. And, we have a pantry and we provide services to persons that participate in our HEA program, which is the health, assistance program, which provides support for insurance premiums. We pay co-pays. We pay deductibles for persons that are living with HIV and, we are where this is another facet. And, someone asked a question, where did this come from? Why? We get calls all day long. This community gets calls all day long from persons that are asking for resources to help them with paying their rent, just to bridge them for that one month. And, unfortunately, we cannot provide that kind of service, for those persons. And, we also get calls from people that are in a domestic violence situation. And after being served by a sister agency that provides shelter for families, then they need to move on. So, what we are focusing on is this we not only want to bring people in that are facing homelessness, that are homeless, that might have children, that they're walking with in the cold and in the dark and in danger. We want to, and we will. We have a council, and that council will be added to. But we are working with a council that will vet people that will come in, and these people will, with the council's assistance, develop a rehabilitation program. We will determine what they need to make them whole, and we will help them if it's it is a job and having enough money to save so that they can pay their first month's rent, their last month's rent so that they can move in with their children. We will provide them with an opportunity to be there so that they can make this happen. So, we're trying to build parents, and we have another program called Parents Connect. This is the program that will support parents and give them the tools that they need to be a better parent and to keep their families together. We're going to, because we have 2 homes, we're going to serve families first, and we're going to serve single women because it would be, in our judgment, a very difficult thing to have men and women in the same property. The other thing is, we're going to have to provide security. So that means we're going to have to procure the services of a security company that will drive around, that will stop their vehicles, that will walk. And so these people have to be safe. We will have cameras in those areas where we will not threaten their privacy, and we will provide them with food. This will not be a place

where they can come and sit all day and watch the stories. No. We're going to get them active. We're going to get them moving. We're going to make them productive citizens.

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

M-2 Request that the City Council consider authorizing the City Manager to execute a Capital Improvements Project contract in the amount of $1,813,982.00 with Capps-Capco Construction, Inc. for the 2024 Water System Improvements 2-Inch Line Replacement Program, Bid No. 24-040 and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt. **(R-2025-1)**

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

M-3 Request that the City Council consider authorizing the City Manager to execute an engineering agreement in the amount of $168,550 with The C.T. Brannon Corporation for the design and construction phase services for the 2024-2025 Large Water Main Replacement (Plantation Area & N. Palace Ave.) project and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt. **(R-2025-2)**

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

BOARD APPOINTMENTS

B-1 Request that the City Council consider making seven (7) appointments to the Construction Board of Adjustment and Appeals.

Motion by Councilmember Nichols to appoint Aaron Paul, Chris Moore, Fred Pate, Jion Dietz, John McKinney Laquila Hill and Max Slicker; 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 renew bid number 21-024 Category 40 and 41 for various light- duty vehicle and bus washing and detailing services to Highly Detailed of Tyler for the fiscal year 2024-25.

C-A-2 Request that the City Council consider authorizing the City Manager to ratify a one-year extension option for NDMJ Overflow Paratransit services.

C-A-3 Request that the City Council consider authorizing the City Manager to approve a donation to the Tyler Fire Department from the United States Air Force Bomb

Disposal Team. The donation consists of two robots and replacement parts valued at $255,680.13

C-A-4 Request that the City Council consider authorizing the City Manager to purchase a small-platform tactical robot for the Tyler Police Department from ICOR Technology for a total cost of $84,371.68.

C-A-5 Request that the City Council consider authorizing the City Manager to sign a Union Pacific Rail Road permit associated with the Greenbriar Force Main Sliplining Project and issue payment for $4,000 for the permit.

C-A-6 Request that the City Council consider authorizing the City Manager to execute a reconciliation change order that will decrease the contract amount by $9,554.00 and the release of final retainage payment in the amount of $60,657.82 to Paragon Construction & Associates for the construction of the Service Center Remodel Project.

C-A-7 Request that the City Council consider authorizing the City Manager to extend the contract for court fines and fees collection services with Perdue, Brandon, Fielder, Collins & Mott, LLP (Perdue) through December 31, 2025.

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

CITY MANAGER'S REPORT

1. Mayor and Council, just a couple of items of note. The first of which is we are monitoring the weather conditions. It does look as though, you know, at this time, but who knows where it may have the day may change, then we won't be getting the initial severe weather that we may have anticipated beginning of the week, but this still as far as this cold. And, we wanna make sure people are careful, as we continue to have kind of freezing temperatures going into the weekend. So please continue to monitor social media. We'll put out notifications there to help people kind of with their preparation and what do they need to know, as weather conditions continue. The other thing is this also is a great opportunity to plug our Rave Alert system, and so that people can be able to kind of stay plugged in through, direct messages. We can send through their phone, in order to be able to let them know about weather conditions, and also opportunities or options they have, especially as weather gets cold, perhaps at heating centers, that type of stuff comes up. This in talking to Chief Toler yesterday as we were doing some prep on this, he reminded the group that, this is only probably the first winter storm that we'll be getting this winter. So, it's a great opportunity to take this opportunity in a time to get yourself ready for what will continue, through that. And there'll be tornado season before you know it. So even more of a reason to be registered for the Rave Alerts.
2. Downtown, as far as reconstruction, y'all have seen the huge crane, for the courthouse, go up. And with that, we'll also be continuing to prepare for just the kind of disruption as we rebuild and, make downtown, even better for our citizens and constituents. But one of the things we're doing to make sure that for everybody to as we look to see how can we help ease kind of the burden for our businesses there and for all that's going on, is for our meters that we have around the Square. We'll be making that for, like, the first two hours is free, per usage there. And we're to encourage people to come downtown as well as to make sure that they have that opportunity for parking. And so, that is one of the things that we've just rolled out, in order to help with that. We'll probably see more things as we look to see how we can make

sure that, again, that our businesses are, where we're making encouraging people to come downtown to frequent the businesses as you see construction and the disruption that goes with that going on over the next couple of years.

3. And then finally, even though it seems like Christmas was a year ago, I do want to go ahead and tell this kind of wonderful story that our Police Department was involved in. It's called Operation Christmas Card. And, Officer Carrie Long helps kinda put this on with our CRO unit, the Tyler Police Department. And this year, officers and Animal Control signed and delivered 2,578 Christmas cards and stuffed animals to nursing homes and special needs adults in the Tyler area. The residents were so happy to get the cards and stuffed animals. They were short on cards and Cumberland Elementary School helped make some of the cards for us to give out this year. Smith County Courthouse and PD dispatchers have signed the cards as well. Next year, we hope to get more city departments in on the program. We tell people this could be the only thing a person gets for Christmas, especially in the nursing homes and special needs adults that we have in the community. So why not make their holiday a little bit better? And so, if you'd like to donate unused Christmas cards for next year, please let Chief Toler or Officer Long know, and they'll take those, and be able to use that just for a joy, for Christmas 2025. And this is really an incredible program that they do, where they take the Christmas cards that you have, leftover or didn't use, and they then sign them. I'm sure I had an officer there, signed quite a few Christmas cards, to just to share love, during the season to those who are shut in or not have, people there to be able to help. And so, this is just a wonderful thing that our pro unit does. Animal Control is also heavily involved. And so just been great as far as just kind of Christmas, sharing of talents and time that they get.

Mayor Warren – Asked if anyone had anything else to add.

Councilmember McKellar– Stated, Yes, Mr. City Manager, I think I read something about free parking downtown, Tyler for a couple of hours.

City Manager Ed Broussard -Yes. So, for 2 hours you free parking downtown, on the Square, to help that out. So that was and like I said, you'll probably see more, this will be new territory for all of us, as reconstruction goes on of just whereas there's opportunities to kinda help the businesses, that are down there.

Councilmember McKellar – Stated, Thank you.

Mayor Warren- So, are we gonna mark the tires on that, give tickets so that Patrick and those guys can earn their money?

City Manager Ed Broussard - We'll talk about that later, sir.

Mayor Warren -Alright. Also, I wanna thank, TomTrimble with Oncor in advance always for being here. And if we need you during the winter storms, thanks for being accessible.

ADJOURNMENT

Motion by Councilmember McKellar to adjourn the meeting at 9:44 am; seconded by Councilmember Curtis; 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

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. A-1

Date: February 26, 2025

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 235 years of service with the City of Tyler. Patrick Mayo, Fire Senior Captain II, 20 Years of Service Christopher Potts, Fire Driver Engineer III, 20 Years of Service Michael Woelfel, Firefighter XII. 25 Years of Service Aaron Lowry, Fire Senior Captain II, 25 Years of Service J. Craig Williams, Police Officer XIV, 25 Years of Service Clint Gardner, Police Officer XIV, 30 Years of Service James McCraw, Police Officer XIV, 30 Years of Service D Mike Saxion, Police Sergeant IV, 30 Years of Service A Brad Langford, Police Officer XIV, 30 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 235 years of service with the City of Tyler.

Patrick Mayo, Fire Senior Captain II, 20 Years of Service
Christopher Potts, Fire Driver Engineer III, 20 Years of Service
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Clint Gardner, Police Officer XIV, 30 Years of Service
James McCraw, Police Officer XIV, 30 Years of Service
D Mike Saxion, Police Sergeant IV, 30 Years of Service
A Brad Langford, Police Officer XIV, 30 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 235 years of service with the City of Tyler.

Attachments:
February 2025 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: **February 26, 2025**

Subject: **Award for February 2025**

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 **235** years of service with the City of Tyler.

Service Awards

Date of Hire	First Name	Last Name	Title	Department	Years of Service
02/28/2005	Patrick	Mayo	Fire Senior Captain II	Fire	20
02/28/2005	Christopher	Potts	Fire Driver Engineer III	Fire	20
02/24/2000	Michael	Woelfel	Firefighter XII	Fire	25
02/24/2000	Aaron	Lowry	Fire Senior Captain II	Fire	25
02/21/2000	J. Craig	Williams	Police Officer XIV	Police	25
2/13/1995	Clint	Gardner	Police Officer XIV	Police	30
1/16/1995	James	McCraw	Police Officer XIV	Police	30
1/16/1995	D Mike	Saxion	Police Sergeant IV	Police	30
1/16/1995	A Brad	Langford	Police Officer XIV	Police	30

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

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-1

Date: February 26, 2025

Subject: Z24-044 AMY L BASS (3393 WEST GRANDE BOULEVARD) Request that the City Council consider adoption of an Ordinance approving a zone change from 'AG', Agricultural District to 'C-2', General Commercial District.

Item Reference:

The applicant is requesting the zone change to operate a dog daycare on Lot 2B of NCB 1670, one lot containing approximately 3.77 acres of land located west of the northwest intersection of Old Noonday Road and West Grande Boulevard (3393 West Grande Boulevard).

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 west are zoned 'AG', Agricultural District and are undeveloped. The adjacent property to the south is zoned 'C-2', General Commercial District, and is developed with an auto dealership.

The Future Land Use Guide (FLUG) identifies this property as Single-Family Medium Low Density. This request would amend the FLUG to General Commercial.

The applicant intends to operate a dog daycare business to provide daily supervised care. The property has been used for animal care and sheltering in the past.

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

As of Friday, February 14, 2025, of the three 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 7-0 vote recommends approval of a zone change from 'AG' Agricultural 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, CFM, Planning Director

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2025-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CHANGING THE ZONING FROM 'AG' AGRICULTURAL DISTRICT TO 'C-2', GENERAL COMMERCIAL DISTRICT ON LOT 2B OF NCB 1670, ONE LOT CONTAINING APPROXIMATELY 3.77 ACRES OF LAND LOCATED WEST OF THE NORTHWEST INTERSECTION OF OLD NOONDAY ROAD AND WEST GRANDE BOULEVARD (3393 WEST GRANDE BOULEVARD); 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 Z24-044

That the following described property, which has heretofore been zoned 'AG' Agricultural District, shall hereafter bear the zoning classification of 'C-2', General Commercial District, to wit:

On Lot 2B of NCB 1670, one lot containing approximately 3.77 acres of land located west of the northwest intersection of Old Noonday Road and West Grande Boulevard (3393 West Grande Boulevard).

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 General Commercial.

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 26th day of February A.D., 2025.

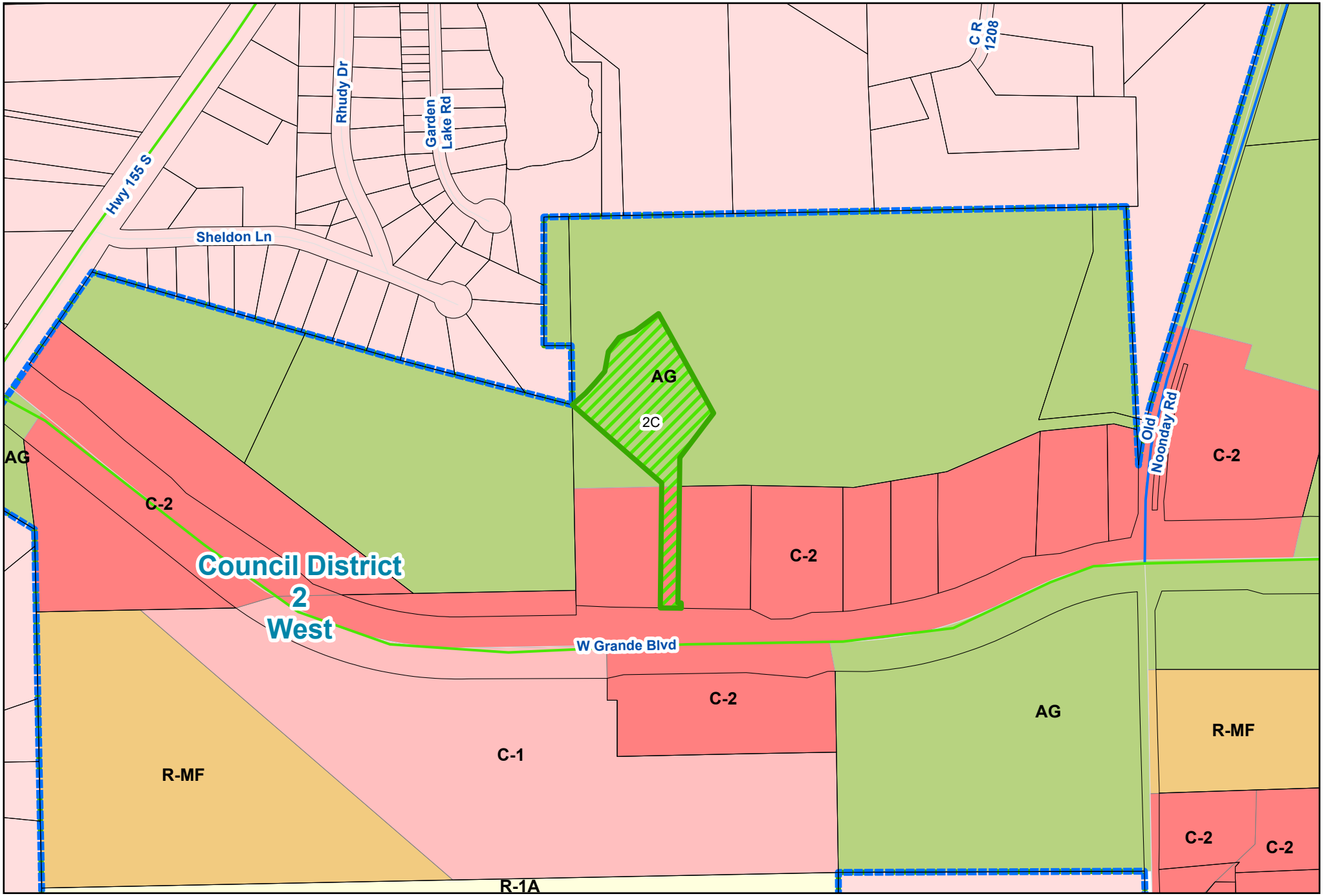
_____
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY



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 400 feet

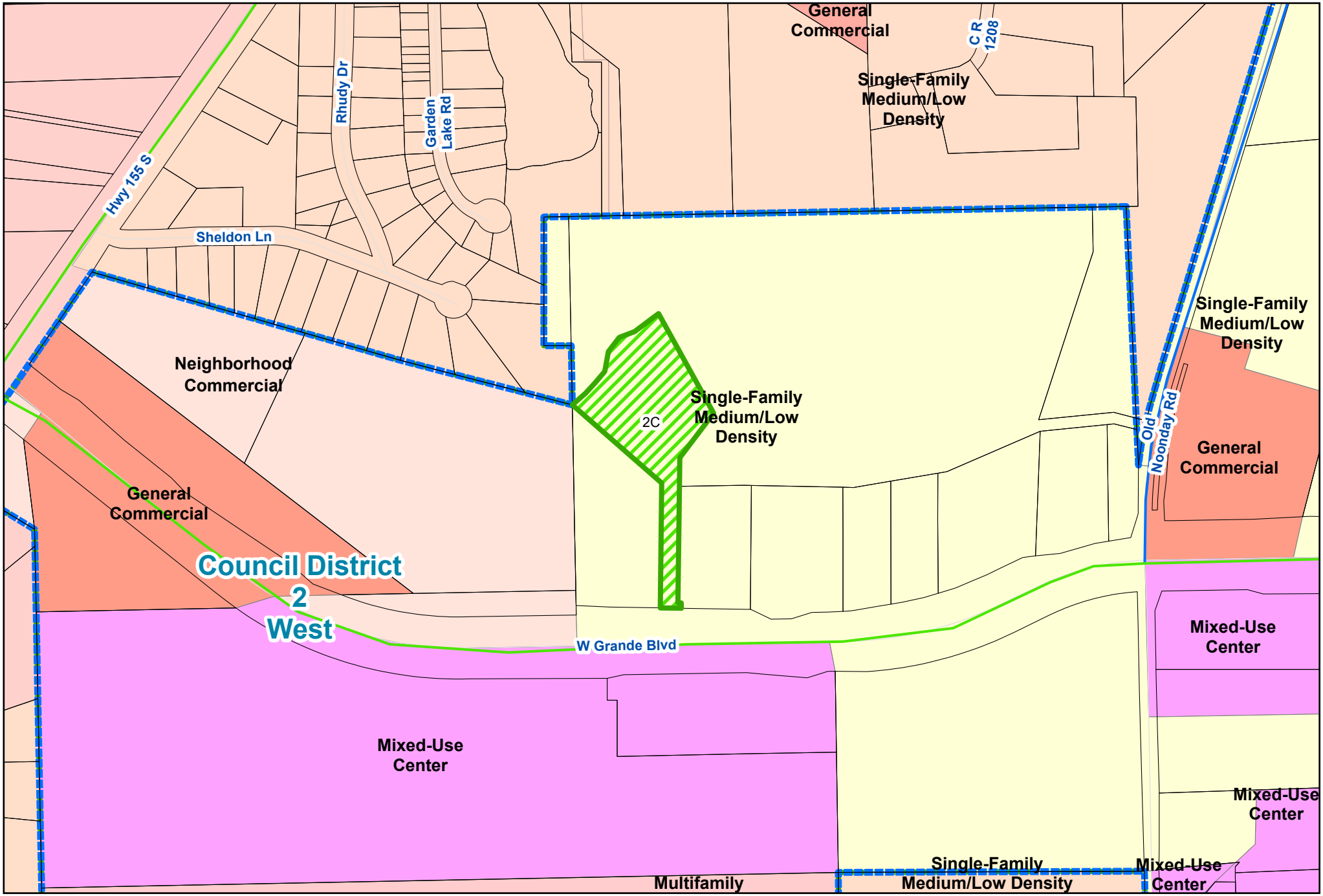
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ZONING CASE

Zoning Case #: Z24-044
Current Zoning: AG
Proposed Zoning: C-2
AMY L BASS

Subject Property

City Limits



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

1 inch equals 400 feet

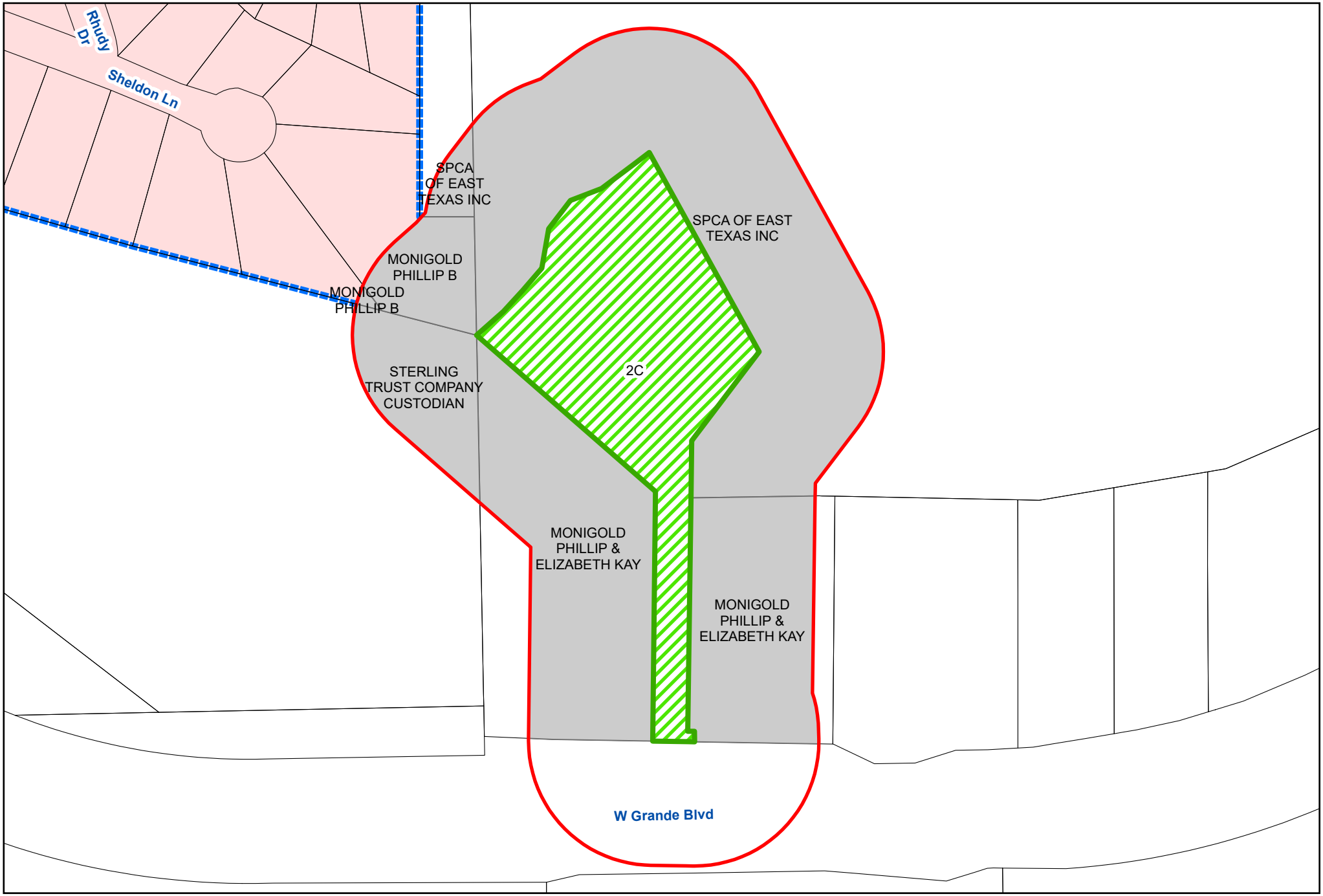
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ZONING CASE

Zoning Case #: Z24-044
Current Zoning: AG
Proposed Zoning: C-2
AMY L BASS

Subject Property

City Limits



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

1 inch equals 200 feet

N

ZONING CASE

Zoning Case #: Z24-044
Current Zoning: AG
Proposed Zoning: C-2
AMY L BASS

Subject Property
200' Mailed Notification Area
City Limits

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z- 2

Date: February 26, 2025

Subject: C24-009 DAVID ZAVALA (A PORTION OF PEGUES AVENUE) Request that the City Council consider adoption of an Ordinance approving the closure of an unimproved street right-of-way for Pegues Avenue, adjacent to 1522 North Bois D'Arc Avenue.

Item Reference: **Texas Transportation Code Sec. 311.007; Tyler City Code Chapter 10; Article V., Division F.**

The applicant is requesting the closure to replat the right-of-way into adjacent properties. The west side of the right-of-way is adjacent to Lots 4, 5, and 7 of NCB 414. The east side of the right-of-way is adjacent to Lots 8, 9 and 12 of NCB 413. The south side of the right-of-way is adjacent to Harmony Street. The north side of the right-of-way is adjacent to Lot 1, 2, and 6 of NCB 414.

The applicant is requesting the closure to replat the right-of-way into their adjacent property. The street that the applicant is requesting to close is unimproved and does not appear to have ever been utilized as a street. This will help facilitate the development of infill housing.

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

As of Friday, February 14, 2025, of the eight notices mailed, no notices were returned in favor or opposition to the requested closure.

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

RECOMMENDATION:

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

Attachments:
Ordinance
Location Map
Future Land Use Guide
Notification Map

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

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2025-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CLOSING A PORTION OF AN UNIMPROVED ALLEY RIGHT-OF-WAY. THE WEST SIDE OF THE RIGHT-OF-WAY IS ADJACENT TO LOTS 4, 5, AND 7 OF NCB 414. THE EAST SIDE OF THE RIGHT-OF-WAY IS ADJACENT TO LOTS 8, 9 AND 12 OF NCB 413. THE SOUTH SIDE OF THE RIGHT-OF-WAY IS ADJACENT TO HARMONY STREET. THE NORTH SIDE OF THE RIGHT-OF-WAY IS ADJACENT TO LOT 1, 2, AND 6 OF NCB 414. PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH CLOSURE; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

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

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

I. APPLICATION C24-009

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

> Unimproved portion of Pegues Avenue. The west side of the right-of-way is adjacent to Lots 4, 5, and 7 of NCB 414. The east side of the right-of-way is adjacent to Lots 8, 9 and 12 of NCB 413. The south side of the right-of-way is adjacent to Harmony Street. The north side of the right-of-way is adjacent to Lot 1, 2, and 6 of NCB 414. The right-of-way to be closed are further shown in Exhibit “A”, which is attached hereto and incorporated herein.

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

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

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

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

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

PASSED AND APPROVED this the 26th day of February A.D., 2025.

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

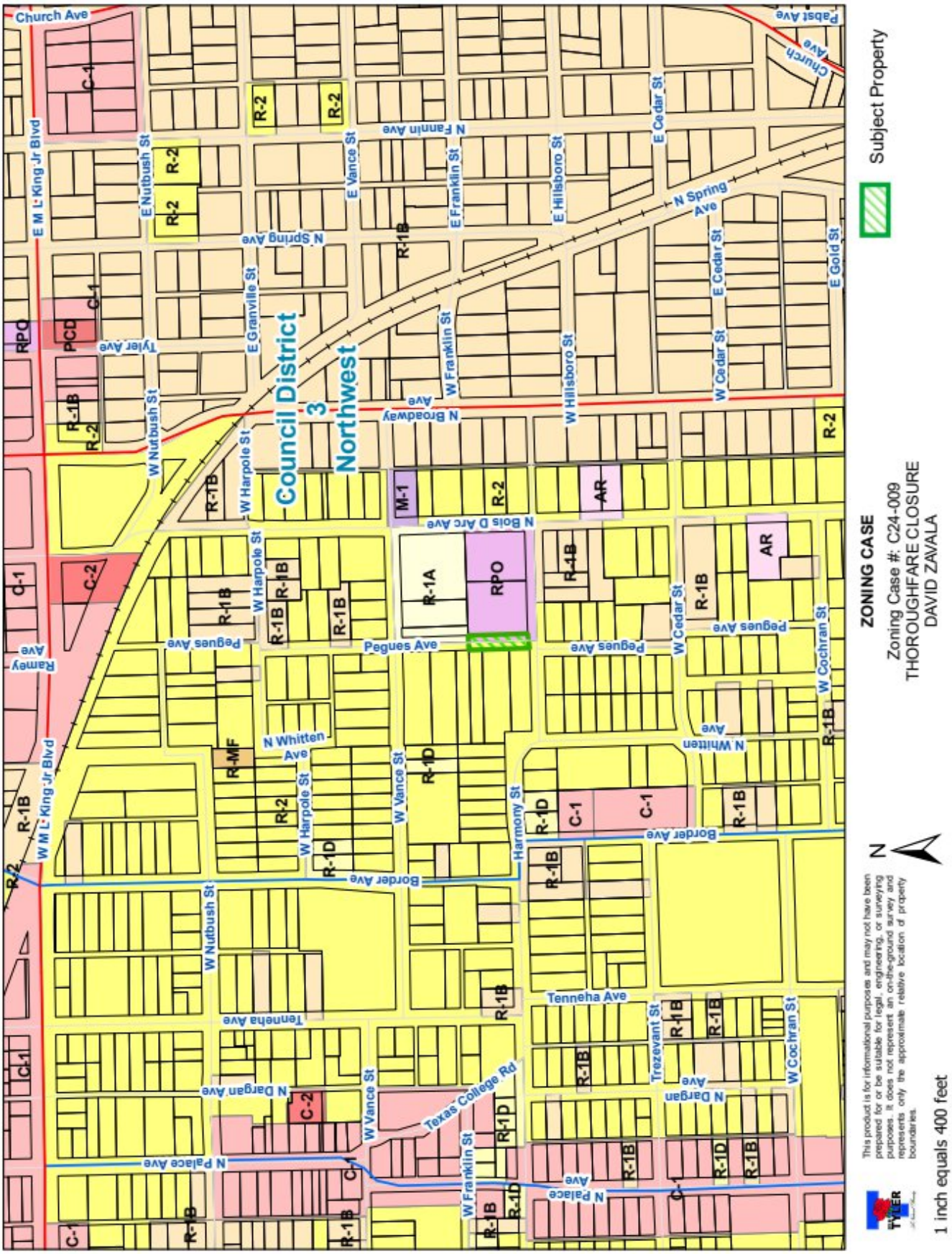
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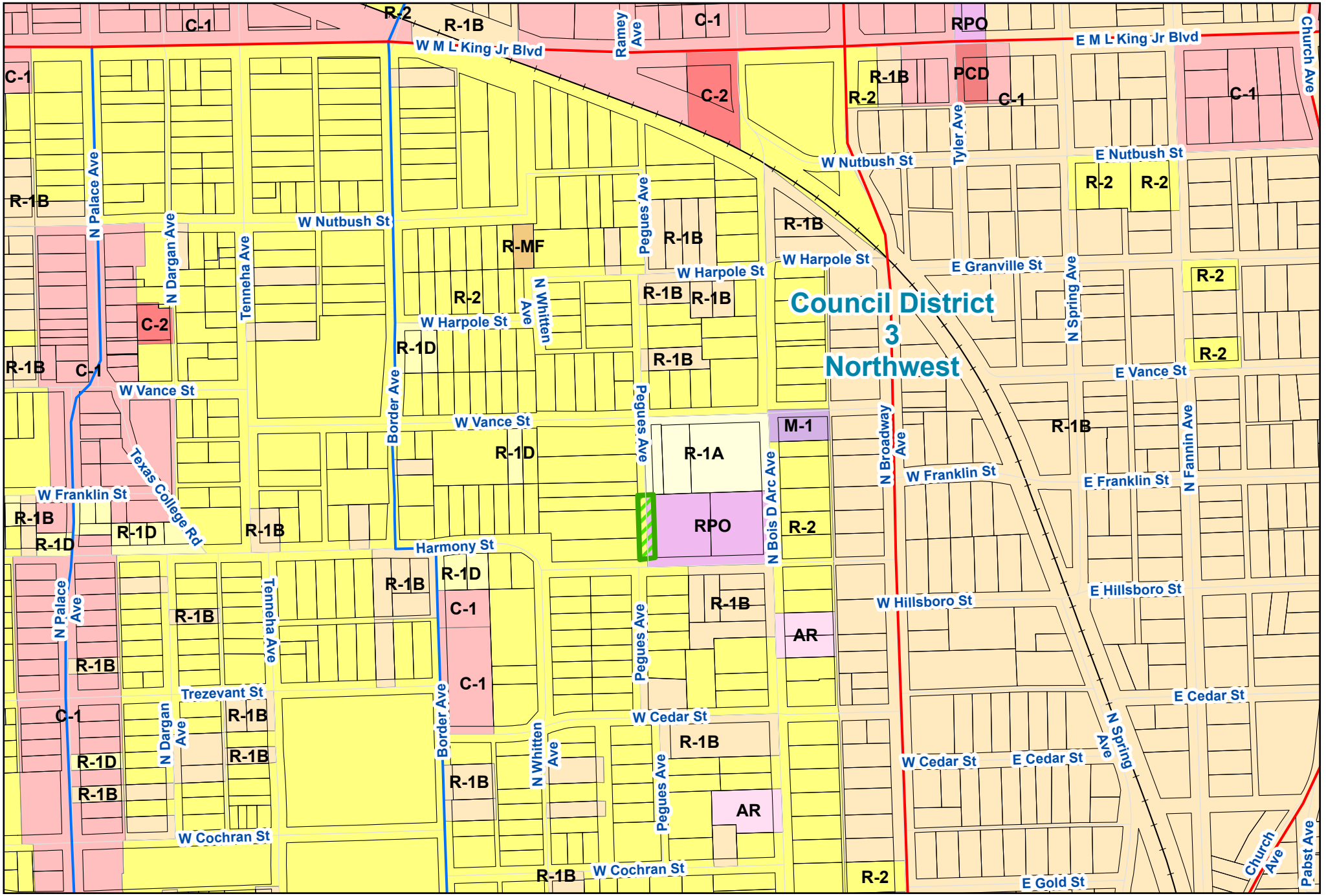
APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

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





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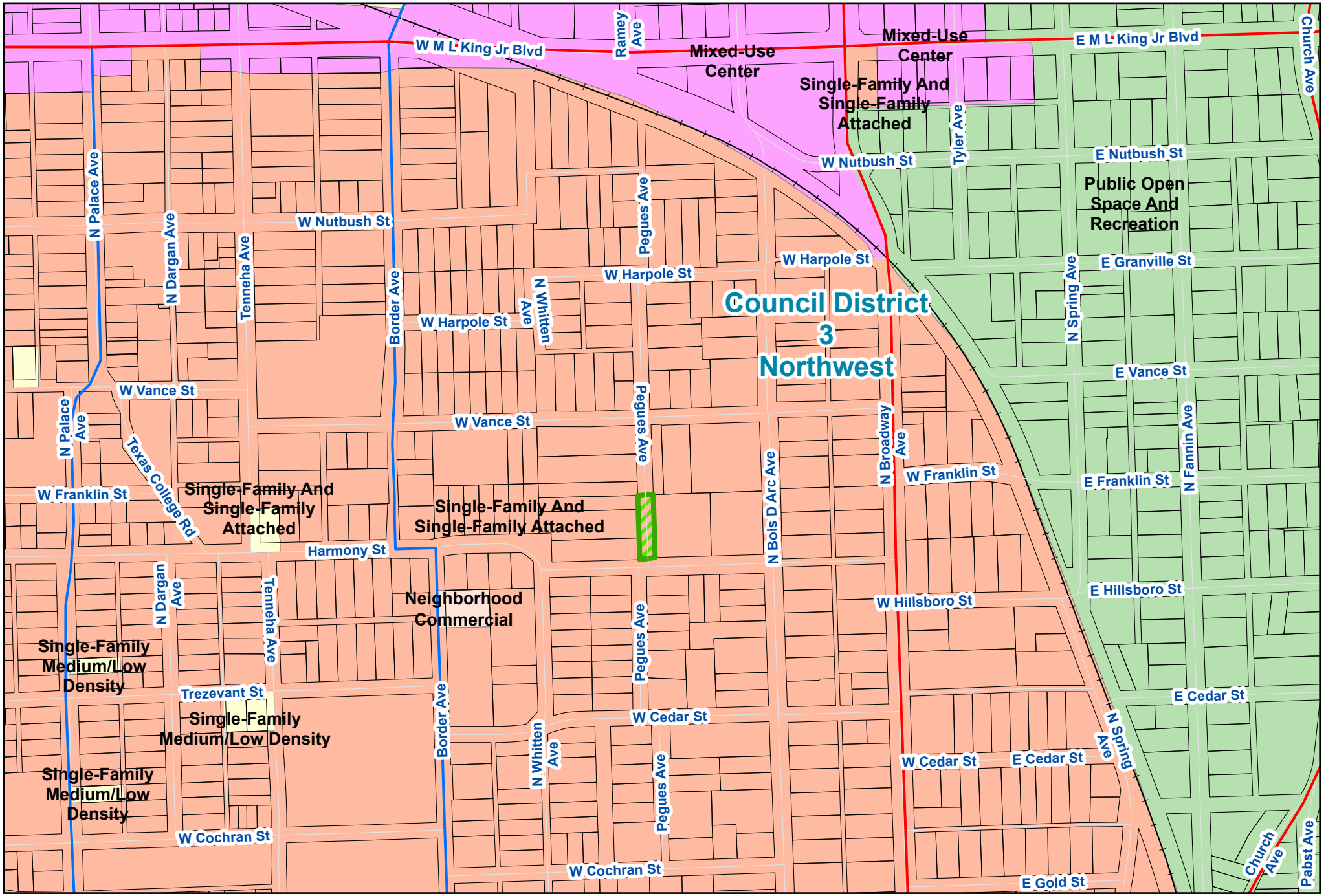
1 inch equals 400 feet

N

ZONING CASE

Zoning Case #: C24-009
THOROUGHFARE CLOSURE
DAVID ZAVALA

Subject Property



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1 inch equals 400 feet

N

ZONING CASE

Zoning Case #: C24-009
THOROUGHFARE CLOSURE
DAVID ZAVALA

Subject Property



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1 inch equals 100 feet

N

ZONING CASE

Zoning Case #: C24-009
THOROUGHFARE CLOSURE
DAVID ZAVALA

Subject Property

200' Mailed Notification Area

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. R-1

Date: February 26, 2025

Subject: Request that the City Council consider adoption of a Resolution authorizing the City Manager to approve an Interlocal Agreement Regarding Utility Services between the City of Tyler and East Texas Municipal Utility District of Smith County defining water service areas and an agreement to negotiate consent to annexations.

Item Reference:

Over the last decade or more, the East Texas Municipal Utility District of Smith County ("District") has extended water utility service to areas outside of the District's water certificate of convenience and necessity ("CCN") but that are located inside the water CCN held by the City. Additionally, the District purportedly "annexed" most or all the areas where the District is serving without having sought or obtained the written consent of the City by ordinance or resolution as required by Texas Local Government Code 42.0425.

The purpose of the Interlocal Agreement is to establish a procedure for the District to obtain approval from the Public Utility Commission of Texas ("PUC") for the District's provision of retail water utility service to the tracts located in the City's CCN where the District is serving or may serve in the near future and to allow the City to provide retail water and sewer utility service to the area, at the City's discretion, at set times in the future. Additionally, the agreement requires the District to request that the City consent to prior annexations by the District of territory located in the City's extraterritorial jurisdiction (except for a small tract not located adjacent to the District) and requires that the District follow state law on all future annexations. Finally, the agreement provides for the District's commitment to conduct a study to determine the cost of providing retail water and sewer utility service within the District, including the costs of providing service to the UTHealth Tract and other properties located within Tyler's city limits.

RECOMMENDATION:

It is recommended that the City Council consider adoption of a Resolution authorizing the City Manager to enter into the Interlocal Agreement between the City of Tyler and the East Texas Municipal Utility District of Smith County.

Attachments:
ILA on Utility Services
ILA Resolution

Drafted/Recommended By:
Department Leader Kate Dietz

Edited/Submitted By:
City Manager

INTERLOCAL AGREEMENT
REGARDING UTILITY SERVICES

This Interlocal Agreement Regarding Utility Services (the "Agreement") is made by and between the City of Tyler, ("City") and East Texas Municipal Utility District of Smith County ("District") (collectively, the "Parties"), pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and Texas Water Code § 13.248, to be effective on the date of the last signatory to this Agreement ("Effective Date").

RECITALS

WHEREAS, the City operates a retail public water utility and holds water Certificate of Convenience and Necessity ("CCN") No. 10772; and

WHEREAS, the District operates a retail public water utility and holds water CCN No. 11906, in Smith County; and,

WHEREAS, most of the District's water CCN service area is dually certified with the City's water CCN (the "Dually Certificated Area" as shown on Attachment 1) and part of the Dually Certificated Area is located inside the city limits of the City (the "City Limits Area" as shown on Attachment 1) and the District boundaries; and,

WHEREAS, the District is currently providing, or planning to provide, retail water utility service to properties located outside the District's water CCN and inside the City's water CCN (the "Encroachment Areas" as shown on Attachment 1); and,

WHEREAS, pursuant to Texas Water Code §13.248, contracts between retail public utilities designating areas to be served, when approved by the Public Utility Commission ("PUC"), are valid and enforceable and are incorporated into the appropriate CCNs; and,

WHEREAS, the City and the District mutually desire to enter into this Agreement setting forth the terms and conditions pursuant to which they will designate areas to be served, which utility will serve in the Dually Certificated Area, and to request the PUC to incorporate such designations into the CCNs held by the City and the District; and,

WHEREAS, the District annexed into the District a number of tracts, including a 79.841-acre tract located south of NE Loop 323 (the "Inside-the-Loop Tract"); and,

WHEREAS, the City and the District mutually desire to negotiate in good faith a separate agreement to resolve for the removal of the Inside-the-Loop Tract from the District, obtaining the City's consent to other tracts previously annexed by the District, and addressing procedures for future annexations by the District within the City's ETJ; and,

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

ARTICLE I
TERMS

1.1. Recitals. The recitals set forth above are incorporated herein and shall compose together with the terms agreed upon herein, the Agreement.

1.2. Term. This Agreement shall remain valid and enforceable until superseded by subsequent written agreement.

1.3. Agreements Regarding Retail Water Utility Service Area.

A. Encroachment Areas. The City consents and agrees to allow the District to provide retail water utility service, on a dually certificated basis, to the properties located in the Encroachment Areas as they are annexed into the District

i. Properties Located Inside the District. The District may serve properties in the Encroachment Areas that have been annexed into the District as of the date of this Agreement.

ii. Served Properties Located Outside the District. The District may continue to serve properties currently being served by the District in the Encroachment Areas, which have not been annexed by the District as of the date of this Agreement, provided that the City consent to the annexation of these tracts under an agreement provided for in Paragraph 1.5.

iii. Unserved Properties Located Outside the District. The District may serve a property in the Encroachment Areas that is not being served as of the date of this Agreement once the property is annexed into the District and written notice of intent to serve is provided to the City.

B. District Retail Water Utility Service. The District will have the primary obligation to serve all customers located on properties that have been annexed into the District that are located within the Dually Certificated Area and the Encroachment Areas. The District will also be allowed to serve outside the Encroachment and Dually Certificated Areas and inside the City's water CCN area only in the following conditions:

1. The District may provide retail water utility services if the City consents to the District providing retail water utility services and all necessary authorization is obtained from the PUC; or

2. The District may provide retail water utility service to areas lawfully removed from the City's water CCN and all necessary authorization is obtained from the PUC.

C. City Retail Water Utility Service. The City will not provide retail water utility service within the City Limit Area before January 1, 2034, or the Encroachment Areas or the Dually Certificated Area (other than the City Limit Area) before January 1, 2040, with the following exceptions:

1. The City may provide retail water utility service to properties if the District consents to the City providing retail water utility services and all necessary authorization is obtained from the PUC; or

2. The City may provide retail water utility service to properties lawfully removed from the District's water CCN and all necessary authorization is obtained from the PUC;

3. The City may provide retail water utility service to properties within the Encroachment Area that have not been annexed into the District; or

4. The City may provide retail water utility service to a property if the District has failed to provide, or is incapable of providing, continuous and adequate service, to all or part of the area, as determined by the Public Utility Commission of Texas ("PUC") or other appropriate regulatory agency.

1.4. PUC Approval. The parties agree to jointly submit this Agreement to the PUC pursuant to Texas Water Code § 13.248, using a written petition as required by 16 Texas Administrative Code § 24.253, and such other documents that may be required in order to request approval of the transfers of certificated service areas contemplated under this Agreement. In the event the PUC does not authorize the transfer of certificated service areas so contemplated, or requires additional evidence, documentation, maps, or action from the Parties, the Parties shall promptly and jointly prepare and submit such cures or additional applications as may be necessary to attain PUC Approval.

1.5. Agreement to Negotiate Consents to Annexations. Within 90 days after the effective date of this Agreement, the governing bodies of the City and the District will consider for approval an agreement including the following: (1) City consent to prior annexations by the District inside the City's ETJ (excluding the Inside-the-Loop Tract); (2) removal of the Inside-the-Loop Tract from the District; and (3) Agreement from District to not expand its boundaries inside the City's ETJ without prior approval by the City as required by the Texas Local Government Code § 42.0425 or in accordance with other applicable state law. The procedures under Texas Local Government Code §§ 42.042 and 42.0425(b) governing a municipality's refusal to consent to annex, or other applicable state law, shall apply to any future requests by the District to expand its boundaries in the City's ETJ.

1.6. Cost of Service The District shall engage a utility rate consultant to prepare a cost of service and rate design study to determine the District's necessary revenue requirements for providing retail water and sewer utility service to all of its customers. Revenues from *ad valorem* taxes shall be reflected as a revenue offset for the customer class subject to taxation to ensure that the customer class subject to taxation receives appropriate credit for the tax revenues. The rate consultant shall prepare a final written report within 180 days after being engaged, but if the rate consultant requires additional time, the City shall consent to a reasonable extension. Within ten (10) days of the consultant's release of the final report, the District shall provide a copy of the report to the City. The District shall review its then-current rates to determine whether its rates need to be revised to reflect the actual costs of providing water and sewer service to its customers based on the findings of the report.

1.7. Withdraw of City Cease and Desist Action. Within 30 days after approval of the written petition submitted to the PUC pursuant to Paragraph 1.4, the City will withdraw its Petition for a Cease-and-Desist Order in PUC Docket No. 53954.

1.8. Reservation of Rights. The Parties reserve, and nothing in this Agreement shall affect, any and all rights of the Parties to seek changes to water or sewer CCN areas in the Encroachment Areas, the Dually Certificated Area, or elsewhere through application to the PUC.

ARTICLE II
MISCELLANEOUS

2.1. This Agreement shall be binding on the City and the District and shall be binding on and inure to the benefit of the successors and assigns of the respective Parties to this Agreement.

2.2. To the extent that the provisions of this Agreement are inconsistent with the provisions of the Compromise Settlement Agreement between the Parties, dated April 2, 2012, the provisions of this Agreement shall control.

2.3. No modifications of this Agreement shall be of any force or effect, whatsoever, except as by subsequent modification in writing signed by the Parties.

2.4. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

2.5. The provisions of this Agreement shall be governed by and construed and entered in accordance with the substantive laws of the State of Texas. Any action at law or in equity brought to enforce any provision of this Agreement that cannot be enforced by the PUC shall be brought in a court of competent jurisdiction with venue in Smith County, Texas.

2.6. This Agreement has been authorized by the governing body of each of the Parties. The individuals executing this Agreement on behalf of the respective parties below represent that all necessary and appropriate action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing, and that each individual affixing his or her signature is authorized to do so, and such authorization is valid and effective on the date hereof. If the authority of the individual executing this Agreement is subsequently challenged, the party for which the individual was acting shall take all steps necessary to ratify the authority of the individual.

2.7. This Agreement may be executed in multiple originals, either copy of which shall be considered an original.

2.8. This Agreement shall be effective on the date of execution below, the latter of which shall be the Effective Date.

2.9. No Party will be penalized for alleged authorship of a particular provision on judicial construction of this Agreement.

EXECUTED AND AGREED TO BY THE PARTIES:

CITY OF TYLER:

_____
Edward A. Broussard, City Manager

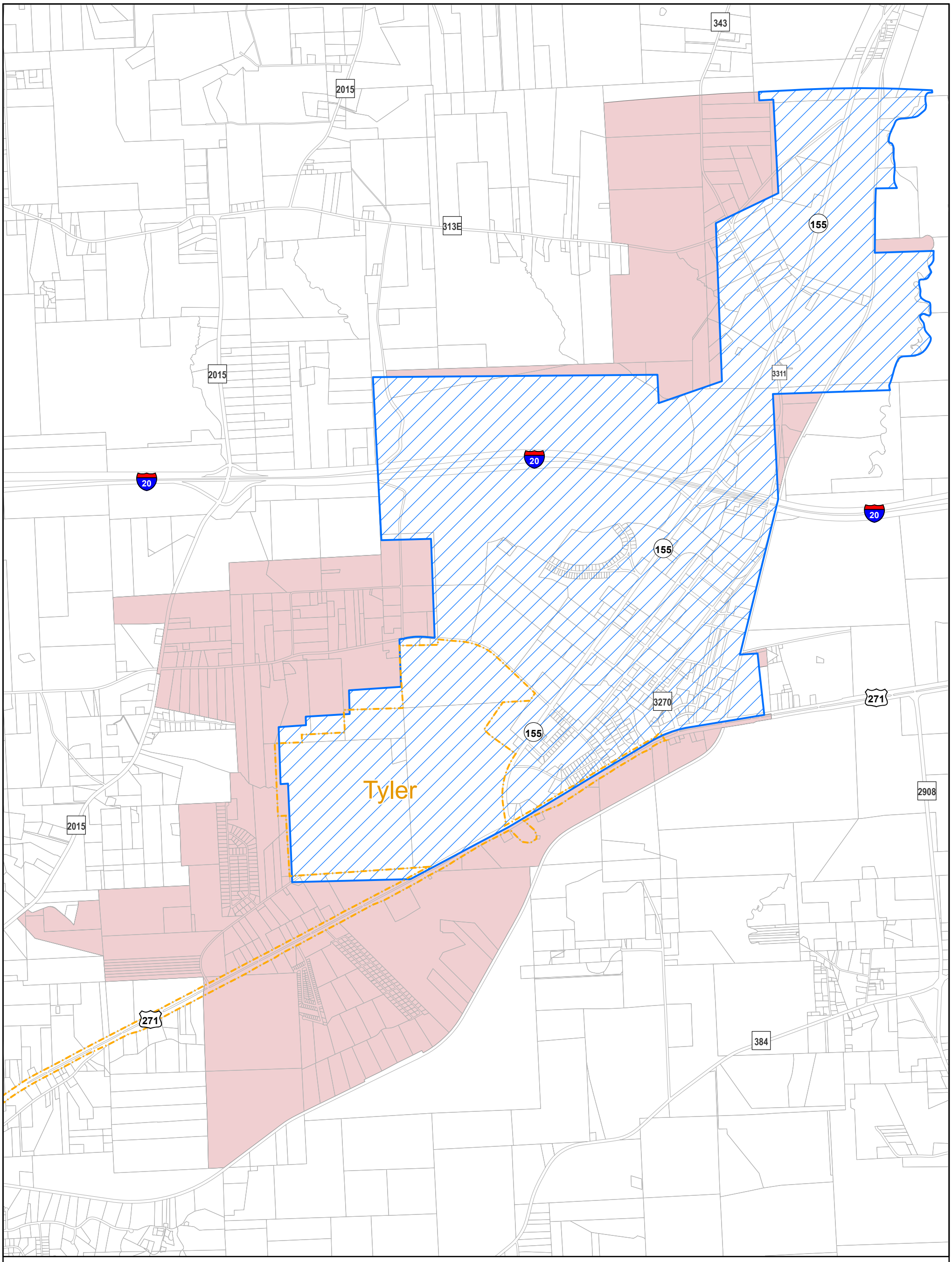
_____
Date

EAST TEXAS MUNICIPAL UTILITY DISTRICT OF SMITH COUNTY:

_____

_____
Date

Interlocal Agreement Regarding Utility Services - Attachment 1



N

Dually Certificated Area
Encroachment Area
Tyler City Limits
Parcels

0 1,250 2,500
Feet

Map by: S. Burt
Date: February 14, 2025
Base: Smith County Par

RESOLUTION NO. R-2025-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS APPROVING AN INTERLOCAL AGREEMENT REGARDING UTILITY SERVICES WITH EAST TEXAS MUNICIPAL UTILITY DISTRICT OF SMITH COUNTY

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

WHEREAS, the City of Tyler ("City") and the East Texas Municipal Utility District of Smith County ("District") are authorized to under the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as amended, to enter into interlocal contracts for the provision of governmental services including the agreements relating to the provision of utility services and consent to annexations by special purpose districts in the City's extraterritorial jurisdiction ("ETJ");

WHEREAS, the City Council desires to entire into the Interlocal Agreement Regarding Utility Services Regarding Utility Services with the District ("Interlocal Agreement"), as attached as Exhibit A, which sets for the terms and conditions pursuant to which water utility service will be provided by the City and the District in the territory surrounding the current District boundaries and establishes a procedure for the City's consideration of requests for consent to the annexation of territory into the District's boundaries; and

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

Part 1. The City Council authorizes the execution of the Interlocal Agreement (attached and incorporated herein as Exhibit A).

Part 2. That this ordinance shall take effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED on this 26th day of February, 2025.

_____
DON WARREN, MAYOR
OF THE CITY OF TYLER

ATTEST:

_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH PULLUM, CITY ATTORNEY

EXHIBIT A

Interlocal Agreement Regarding Utility Service

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. O-1

Date: February 26, 2025

Subject: Request that the City Council consider adopting an Ordinance canceling the election for Tyler City Councilmember for District Five scheduled for May 3, 2025, and declaring the unopposed candidate for Tyler City Councilmember for District Five elected to office.

Item Reference: **Texas Election Code Sections 2.051-2.053**

The Texas Election Code (Sections 2.051- 053) allows for the cancellation of an election under certain circumstances, and to declare each unopposed candidate elected to office. The current City Council election for Tyler City Council District Five meets the criteria for cancellation since the respective candidate whose name is to appear on the ballot is unopposed and no proposition is to appear on the ballot.

In accordance with provisions of the law, the City Clerk has prepared a "Certification of Unopposed Status," a copy of which is attached. Upon receipt of the certification, if it is the desire of the City Council to cancel the election, it shall follow the cancellation procedure set forth in Texas Election Code Section2.053 as follows:

Sec. 2.053. Action on certification.
(a) On receipt of the certification, the governing body of the political subdivision by order or ordinance shall declare an unopposed candidate elected to the office.
(b) If a declaration is made under Subsection (a), the election is not held. A copy of the order or ordinance shall be posted on election day at each polling place that would have been used in the election.
(c) A certificate of election shall be issued to each candidate in the same manner and at the same time as provided for a candidate elected at the election. The candidate must qualify for the office in the same manner as provided for a candidate elected at the election.
The unopposed candidate will not be sworn in until after Election Day (the day the election would have taken place). At that time, the governing body will issue a certificate of election to the unopposed candidate, and(s)he will be sworn into office in the same manner provided for the candidate elected at an election.

The attached ordinance referred to in Texas Election Code Section 2.053 has been prepared for your consideration.

RECOMMENDATION:

Request that the City Council consider adopting an Ordinance canceling the election for Tyler City Councilmember for District Five scheduled for May 3, 2025, and declare Lloyd Nichols, elected to the office of Council Member for Single Member District Five, respectively.

Attachments:
Ord and Cert -Cancelling the City Election for 2025-D5

Drafted/Recommended By:
Department Leader Cassandra Brager, City Clerk

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2025-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, CANCELING THE ELECTION FOR THE TYLER CITY COUNCIL FOR DISTRICT FIVE, SCHEDULED FOR MAY 3, 2025, AND DECLARING THE UNOPPOSED CANDIDATE FOR THE TYLER CITY COUNCIL SINGLE MEMBER DISTRICT DISTRICT FIVE, ELECTED TO OFFICE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, a City Council Election is currently scheduled for May 3, 2025; and

WHEREAS, no proposition is to appear on the ballot for the May 3, 2025, Election for the Tyler City Council Single Member District Five; and

WHEREAS, the City Clerk of the City of Tyler has certified in writing that the candidate for the Tyler City Council Single Member District Five; is unopposed and that no write-in candidates have filed to be placed on the list of write-in candidates; and

WHEREAS, Texas Election Code Sections 2.051 through 2.053 authorize the Tyler City Council to declare the unopposed candidate elected to office and to cancel the election for said District.

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

PART 1. That Lloyd Nichols is hereby declared the duly elected City Councilmember for District Five, to serve for a two-year term of office, to begin May 3, 2025.

PART 2. That the City Council Election for the Tyler City Councilmember for Single Member District Five scheduled for May 3, 2025, is hereby canceled.

PART 3. That a copy of this ordinance shall be posted on May 3, 2025, at each polling place that would have been used in the election and said notice shall be in both English and Spanish.

PART 4. That after May 3, 2025, a certificate of election shall be issued to the above-named unopposed candidate for District Five in the same manner as provided for the candidate elected at the election.

PART 5. That upon issuance of a certificate of election, the above-named unopposed candidate for District Five shall be sworn into office in the same manner provided for the candidate elected at the election.

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

PASSED AND APPROVED this the _____day of February 2025.

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

A T T E S T :

_____
CASSANDRA BRAGER, CITY CLERK

APPROVED :

_____
DEBORAH G PULLUM, CITY ATTORNEY

To The Tyler City Council:

CERTIFICATION OF UNOPPOSED STATUS

I, Cassandra Brager, City Clerk of the City of Tyler, Texas, hereby certify that when the deadline of 5:00 p.m., February 14, 2025, passed only the following unopposed Candidates had filed an "Application For a Place On The Ballot" and no one had filed a "Declaration Of Write-in Candidacy" for the Tyler City Council Election scheduled to be held May 3, 2025.

City Council District Five - Lloyd Nichols

This unopposed status and the fact that no proposition is scheduled to appear on the ballot for District Five will permit the Tyler City Council to take advantage of Texas Election Code Sections 2.051 - .053, which allow the City Council to cancel the Election and declare the unopposed Candidate elected to office.

DONE THIS THE _____ day of _____, 2025

(SEAL)

_____
Cassandra Brager, City Clerk

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-1

Date: February 26, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute a professional services contract in the amount of $240,000.00 with HDR Engineering, Inc., for the Lake Palestine Water Treatment Plant Variable Frequency Drive (VFD) Replacement Project and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

Item Reference:

The Tyler Water Utilities Department (TWU) owns and operates the Lake Palestine Water Treatment Plant (WTP) which has a capacity of 30 million gallons per day (MGD). The WTP is served by a raw water intake pump station on Lake Palestine and a high service pump station downstream of the clearwells at the WTP. The intake pump station sends raw water to the treatment plant and consists of three (3) 1,000 HP vertical turbine pumps (2 duty and 1 standby pump) with a capacity of 10,500 gpm each. The high service pump station sends finished water to the distribution system and consists for four (4) 1,000 HP vertical turbine pumps (3 duty and 1 standby pump) with a capacity of 8,680 gpm each. The variable frequency drives (VFD) serving these two pump stations have reached the end of their useful service life and require replacement. TWU replaced one VFD under emergency circumstances in 2024 and has requested that HDR provide professional engineering services to conduct final design, bidding phase services, and construction phase services for replacement of the remaining six (6) VFDs that serve these stations.

The replacement of the aging VFDs is critical to maintaining efficient and reliable operation of the City's water treatment and distribution system. The existing VFDs have exceeded their useful life, leading to increased maintenance costs and potential risks to system reliability. Upgrading these VFDs will enhance operational efficiency, provide energy savings, improve reliability, and reduce the risk of failure. The replacement of the VFDs will support the continued delivery of safe and reliable drinking water to residents.

The opinion of probable construction cost is between $4,000,000-$5,000,000.

This project will be bond funded.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute a professional services contract in the amount of $240,000.00 with HDR Engineering, Inc., for the Lake

Palestine Water Treatment Plant Variable Frequency Drive (VFD) Replacement Project and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

Attachments:
Resolution
Lake Palestine WTP VFD Replacement Professional Services Contract

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

Edited/Submitted By:
City Manager

RESOLUTION NO. R-2025-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT FOR THE ENGINEERING, DESIGN, AND CONSTRUCTION OF THE LAKE PALESTINE VFD REPLACEMENT PROJECT; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the City of Tyler, Texas (the "Issuer") reserves the right to issue debt for the engineering, design, and construction of the Lake Palestine VFD Replacement Project (the "Project") and further intends to make certain capital expenditures with respect to the Project and currently reserves the right to reimburse the capital expenditures with proceeds of such debt; and

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

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

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

Part 1: That the City of Tyler reasonably expects to reserve the right to reimburse capital expenditures with respect to the Project with proceeds of future potential debt hereafter which may be incurred by the Issuer, and that this Resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Project is $240,000.00

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

PASSED AND APPROVED, this the 26th day of February, 2025.

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

ATTEST:

_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH PULLUM, CITY ATTORNEY

STATE OF TEXAS §

COUNTY OF SMITH §

STANDARD FORM OF AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This AGREEMENT is entered into, with an Effective Date of _____ _____, _____ [*insert date of last party's signature*], by and between the **CITY OF TYLER**, in Smith County, Texas (OWNER), acting therein by and through its duly authorized City Manager, and HDR Engineering, Inc. (ENGINEER or ARCHITECT), hereinafter referred to as "E/A," for the purpose of acquiring all professional engineering and/or architectural services required for the project known as **"**Lake Palestine Water Treatment Plant – High Service and Raw Water Pump Stations - VFD Replacement Project**"** (hereinafter called the Project).

OWNER and E/A in consideration of their mutual covenants herein agree in respect of the performance of professional engineering and/or architectural services by E/A and the payment for those services by OWNER as set forth below.

SECTION 1—BASIC SERVICES OF ENGINEER OR ARCHITECT

1.1. General.

1.1.1. E/A shall provide for OWNER professional consulting services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional E/A representative for the project, providing professional engineering and/or architectural consultation and advice and furnishing customary civil services incidental thereto.

1.1.2. **If the Project is a "civil works" project, as defined by Sec. 2269.351 of Tex. Gov. Code Ann., then Exhibit "F" does NOT apply.** "**Civil works"** projects are those related to roads, streets, bridges, utilities, water supply projects, water plants, waste water plants, water distribution and wastewater conveyance facilities, desalination projects, wharves, docks, airport runways and taxiways, storm drainage, flood control projects and transit projects.

1.1.3. **If the Project is related to "public works" projects or construction contract affecting City-owned buildings, then this contract IS SUBJECT TO ADDITIONAL PROVISIONS FOUND IN EXHIBIT "F", which is attached and incorporated for all purposes herein. "Public Works"** is defined by Tex. Gov. Code Ann., Sec. 2269.001 (6) as a contract for constructing, altering, or repairing a public building or carrying out any public work.

1.1.4. If Exhibit "F" is applicable and there is a conflict between this Agreement and Exhibit "F", provisions in Exhibit "F" shall control.

1.2. Study and Report Phase.

After written authorization to proceed and as required by the specific services set forth in Exhibit "A", E/A shall:

1.2.1. Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.

1.2.2. Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in paragraph 3.4, and assist OWNER in obtaining such data and services.

1.2.3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

1.2.4. Provide analysis of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

1.2.5. Provide a general economic analysis of OWNER's requirements applicable to various alternatives.

1.2.6. Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the

considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to OWNER and setting forth E/A's findings and recommendations. This Report will be accompanied by E/A's opinion of probable costs for the Project, including the following which will be separately itemized: Construction Cost, allowance for E/A costs and contingencies, and (on the basis of information furnished by OWNER) allowances for such other items as charges of all consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others for OWNER pursuant to paragraphs 3.7 through 3.11, inclusive. The total of all such costs, allowances, etc. are hereinafter called "Total Project Costs".

1.2.7. Furnish multiple copies of the Study and Report documents (not to exceed six (6) copies) and review them in person with OWNER.

1.3. Preliminary Design Phase.

After written authorization to proceed and as required by the specific services set forth in Exhibit “A”, E/A shall:

1.3.1. In consultation with OWNER and on the basis of the accepted Study and Report documents, determine the general scope, extent and character of the Project.

1.3.2. Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

1.3.3. Advise OWNER if additional data or services of the types described in paragraph 3.4 are necessary and assist OWNER in obtaining such data and services.

1.3.4. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Total Project Costs.

1.3.5. Furnish multiple copies of the above Preliminary Design documents and present and review them in person with OWNER, not to exceed six (6) copies.

1.3.6. Derive right-of-way (ROW) data and easement documents as needed for the OWNER to begin land acquisition.

1.4. Final Design Phase.

After written authorization to proceed and as required by the specific services set forth in Exhibit “A”, E/A shall:

1.4.1. On the basis of the accepted Preliminary Design documents and the revised opinion of probable Total Project Costs prepare for incorporation in the Contract Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications.

1.4.2. Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project and assist OWNER in consultations with appropriate authorities.

1.4.3. Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications.

1.4.4. Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders.

1.4.5. Furnish multiple copies of the above documents and of the Drawings and Specifications and present and review them in person with OWNER, not to exceed six (6) copies.

1.5. Bidding or Negotiating Phase.

After written authorization to proceed and as required by the specific services set forth in Exhibit “A”, E/A shall:

1.5.1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for each

separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.

1.5.2. Assist OWNER in issuing addenda as appropriate to interpret, clarify or expand the Bidding Documents.

1.5.3. Consult with and advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.5.4. Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.5.5. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

1.6. Construction Phase.

After written authorization to proceed and as required by the specific services set forth in Exhibit “A”, E/A shall:

1.6.1. *Preconstruction Conference.* Coordinate, schedule and attend a preconstruction conference with the OWNER, other utility owners, contractors and other interested parties to determine and coordinate construction scheduling and responsibilities.

1.6.2. *Visits to Site and Observation of Construction.* In connection with observations of the work of Contractor(s) while it is in progress:

1.6.2.1. E/A shall make visits to the site at intervals appropriate to the various stages of construction as necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Based on information obtained during such visits and on such observations, E/A shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and E/A shall keep OWNER informed of the progress of the work.

1.6.2.2. The purpose of E/A's visits to the site will be to enable E/A to better carry out the duties and responsibilities assigned to and undertaken by E/A during the Construction Phase, and in addition, by exercise of E/A's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, E/A shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall E/A have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction elected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, E/A can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

1.6.3. *Interpretations and Clarifications.* E/A shall issue necessary interpretations and clarifications of the Contract Documents as requested by the OWNER.

1.6.4. *Subsurface Exploration.* Coordinate core borings, probing or subsurface explorations, issue orders for necessary laboratory tests and inspect samples or materials submitted for laboratory testing.

1.6.5. *Shop Drawings.* E/A shall review and approve (or take other appropriate action in respect of) samples, catalog data, shop drawings other data which Contractor(s) is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident

thereto.

1.6.6. *Substitutes.* E/A shall evaluate the acceptability of substitute materials and equipment proposed by Contractor(s) and make recommendations to OWNER, subject to the provisions of paragraph 2.2.2.

1.6.7. *Tests.* E/A shall verify that tests, including equipment and start-up, which are required by the specifications and contract documents, are conducted and that the Contractor maintains adequate records thereof and shall observe, record and report to the OWNER appropriate details relative to the test procedures and start-ups.

1.6.8. *Applications for Payment.* Based on his on-site observations as an experienced and qualified design professional and on his review of the Contractors' applications for payment, determine the amount owing to the Contractor(s) and recommend in writing payment to the Contractor(s) in such amounts; such recommendations of payment to constitute a representation to the OWNER, based on such applications, that the work has progressed to the point indicated and that, to the best of his knowledge, work is in accordance with the plans, specifications and contract documents, subject to the specifications and contract documents and any qualifications stated in his approval.

1.6.9. *Final Inspection.* Conduct, in company with the OWNER'S representative, a final inspection of the Project for conformance with the design concept of the Project and compliance with the plans, specifications and contract documents, and recommend in writing final payment to the Contractor.

1.6.10. *Disputes between OWNER and Contractor.* E/A shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work performed thereunder. E/A shall also make recommendations to OWNER on all claims of Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. OWNER has the final decision with regard to such disputes.

1.6.11. *Limitation of Responsibilities.* E/A shall not be responsible to OWNER for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except E/A's own employees and agents) whether at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.6.1. through 1.6.11 inclusive, shall be construed to release E/A from liability for failure to properly perform duties and responsibilities assumed by E/A in the Contract Documents.

1.7. Operational Phase.

After written authorization to proceed and as required by the specific services set forth in Exhibit "A", E/A shall:

1.7.1. In company with OWNER, visit the Project to observe any apparent defects in the completed construction, assist OWNER in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

1.7.2. Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to E/A and furnish one (1) set of the revised reproducible drawings and one set of drawings in PDF format to the Owner.

SECTION 2—ADDITIONAL SERVICES OF E/A

2.1. Services Requiring Authorization in Advance.

If authorized in writing by OWNER, E/A shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1. through 2.1.13. inclusive. These services are not included as part of Basic Services except to the extent provided otherwise in this Agreement; these will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.

2.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other cause beyond E/A's control.

2.1.4. Providing renderings or models for OWNER's use.

2.1.5. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

2.1.6. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7. Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical, and electrical engineering and customary architectural design incidental thereto); and providing data or services of the types described in paragraph 3.4 when OWNER employs E/A to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.4.

2.1.8. Services during out-of-town travel required of E/A other than visits to the site or OWNER's office as required by Section 1.

2.1.9. Assistance in connection with bid protest, rebidding, or renegotiating contracts for construction, materials, equipment or services when E/A did not create or contribute to the event or situation requiring said assistance, rebidding, renegotiating, materials, equipment, or services.

2.1.10. Providing any type of property surveys or related engineering or architectural services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.11. Preparation of operating, maintenance and staffing manuals to supplement Basic Services under paragraph 1.7.

2.1.12. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project unless E/A created or contributed to the cause of the litigation.

2.1.13. Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Section 3, and services not otherwise provided for in this Agreement.

2.2. Required Additional Services.

When required by the Contract Documents in circumstances beyond E/A's control, E/A shall furnish or obtain from others, as circumstances require during construction and with specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1 through 2.2.6, inclusive. These services are not included as part of Basic Services. E/A shall advise OWNER promptly before starting any of the following additional services which will be paid for by OWNER as indicated in Section 5.

2.2.1. Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

2.2.2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services

after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.2.3. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.2.4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any Contractor.

2.2.5. Services (other than Basic Services during the Operations Phase) in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.

2.2.6. Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

SECTION 3—OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of E/A:

3.1. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to E/A's services for the Project.

3.2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.3. Assist E/A by placing at E/A's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.4. Furnish to E/A, as required for performance of E/A's Basic Services (except to the extent provided otherwise in this Agreement) the following:

3.4.1. data prepared by or resulting from the services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

3.4.2. appropriate professional interpretations of all of the foregoing;

3.4.3. environmental assessment and impact statements;

3.4.4. property, boundary, easement, right-of-way, topographic and utility surveys, to the extent required by E/A, and only if not required to be performed by E/A as set out in E/A's Proposal;

3.4.5. property descriptions;

3.4.6. zoning, deed and other land use restrictions;

all of which E/A may use and rely upon in performing services under this Agreement.

3.5. Provide engineering surveys to establish reference points for construction (unless required to be performed by E/A as Basic Services under E/A’s Proposal) to enable Contractor(s) to proceed with the layout of the work.

3.6. Arrange for access to and make all provisions for E/A to enter upon public and private property as required for E/A to perform services under this Agreement.

3.7. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by E/A, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of E/A.

3.8. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, unless required to be performed by E/A as Basic Services under this Agreement.

3.9. Provide such accounting, independent cost estimating and insurance counseling services as may, in the judgement of the OWNER, be required for the Project, such legal services as OWNER may require or E/A may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

3.10 If OWNER designates a person to represent OWNER at the site who is not E/A or E/A's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of E/A and the Resident Project Representative (and any assistants) will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

3.11. If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

3.12. Furnish to E/A data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.7 through 3.11, inclusive) so that E/A may make the necessary findings to support opinions of probable Total Project Costs.

3.13. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

3.14. Give prompt written notice to E/A whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of E/A's services, or any defect or non-conformance in the work of any Contractor.

3.15. Furnish, or direct E/A to provide, Additional Services as stipulated in paragraph 2.1 of this Agreement or other services as required.

3.16. E/A shall not be obligated to bear any of the costs of compliance with this Section 3.

SECTION 4—PERIODS OF SERVICE

4.1. The services provided by the E/A and the various rates of compensation for E/A's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Operational Phase. E/A's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction and initial operation of the Project including extra work and required extensions thereto. If in Section 8 of this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such dates are exceeded through no fault of E/A, all rates, measures and amounts of compensation provided herein may be subject to equitable adjustment.

4.2. A schedule for completion of each phase of the project is provided in the attached sample Work Order. If the E/A determines or reasonably anticipates that the project, (or any of its phases), cannot be completed before the specified completion date, the E/A shall submit a revised schedule to the OWNER for approval.

SECTION 5—PAYMENTS TO ENGINEER AND/OR ARCHITECT CONSULTANT

5.1. Methods of Payment for Services and Expenses of E/A.

For design, construction plan preparation, construction document preparation (including bid proposal, specifications, construction contract), and all other services to be rendered by E/A hereunder, as the same are set out in the attached sample Work Order, “Exhibit “A”.

5.2. Times of Payment.

E/A shall submit clear and detailed monthly statements for the services rendered and for the expenses and hourly costs incurred. The statements shall show the percent of work completed and amount billed to date, broken down by activity or task. All monthly statements shall be in a form as specified by and acceptable to OWNER.

SECTION 6—CONSTRUCTION COST AND OPINIONS OF COST

6.1. Construction Cost.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by E/A, but it will not include E/A's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Section 3, as applicable. [Construction Cost is one of the items comprising Total Project Costs which is defined in paragraph 1.2.6.]

6.2. Opinions of Cost.

It is understood by the Parties that E/A has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Therefore, E/A's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of E/A's experience and qualifications and represent E/A's best judgment as an experienced and qualified professional E/A, familiar with the construction industry; but E/A cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by E/A. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator as provided in paragraph 3.9.

SECTION 7—GENERAL CONSIDERATIONS

7.1. Termination.

7.1.1. During the construction phase of the Project, and except as provided under **Exhibit F-Procedure for Correcting Construction Defects** which is applicable when the construction is to a City-owned building or other public work, this Agreement may be terminated by either party hereto, with or without cause, upon a minimum of thirty (30) calendar days written notice thereof. It is understood that immediately upon receipt of said notice all work and labor being performed under this Agreement shall cease immediately. Before the end of the minimum thirty (30) calendar day period following receipt of said notice, the E/A shall invoice the OWNER for all work completed. The E/A shall be compensated in accordance with the terms of this Agreement for all work accomplished and approved by the OWNER up to the date of termination.

7.1.2 The termination requirements in Sec. 7.1.1 shall be applicable to civil works construction projects but shall not be applicable to construction contracts related to City-owned buildings and other public works unless and until *after* the procedures are followed as outlined in Exhibit “F” to identify and correct construction defects.

7.1.3 During the design phase of the Project, this Agreement may be terminated by either party hereto, with or without cause, upon a minimum of thirty (30) calendar days written notice thereof. It is understood that immediately upon receipt of said notice all work and labor being performed under this Agreement shall cease immediately. Before the end of the minimum thirty (30) calendar day period following receipt of said notice, the E/A shall invoice the OWNER for all work completed. The E/A shall be compensated in accordance with the terms of this Agreement for all work accomplished and approved by the OWNER up to the date of termination.

7.2. Reuse of Documents.

The E/A’s Instruments of Service (including but not limited to plans, field surveys, maps, cross sections, drawings, specifications, calculations and other data related to the Project) are and shall remain the property of the E/A until payment of the E/A in full. Upon payment of the E/A in full, said E/A’s Instruments of Service shall pass to and become the property of the OWNER without restriction as to their subsequent uses. E/A acknowledges that OWNER is a governmental entity and that all Instruments of Service in respect of the Project, upon completion of the Project, shall thereafter be subject to the Texas Public Information Act (Texas Government Code Chapter 552) and any other applicable laws requiring public disclosure of the information contained in said documents. In the event that a valid Public Information Request is received prior to completion of the Project and payment of the E/A in full, OWNER shall work with the E/A to protect any

information deemed to be confidential by seeking an Opinion from the Texas Attorney General as allowed by State law. Any reuse of Instruments of Service by OWNER or others on projects not contemplated under this Agreement shall be at the reuser's sole risk, without legal liability to E/A.

7.3. Insurance.

7.3.1. The E/A agrees, at its sole expense, to maintain on a primary basis during the life of this Contract and the performance of Work hereunder, insurance coverage, limits, and endorsements required herein, unless otherwise noted. Insurance required by this contract for the OWNER as additional insured shall be primary insurance and not contributing with any other insurance available to OWNER.

7.3.2 The E/A agrees to provide evidence of the following coverage's at execution of contract:

- **Commercial General Liability:** E/A agrees to maintain Commercial General Liability at a limit of liability not less than one million dollars ($1,000,000) Each Occurrence, two million dollars ($2,000,000) General Aggregate per project. E/A agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Products - Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage (X = Explosion Hazard; C = Collapse Hazard; U = Underground Damage), Contractual Liability or Cross Liability. The E/A agrees any Self-Insured-Retention or deductible shall not exceed twenty-five thousand dollars ($25,000).

- **Business Automobile Liability:** E/A agrees to maintain Business Automobile Liability at a limit of liability not less than one million dollars ($1,000,000) Each Occurrence. Coverage shall include bodily injury and property damage liability arising out of the operation, maintenance and use of Any Auto, or All Owned Autos, and Hired Autos, and Non-Owned automobiles. In the event E/A does not own automobiles, E/A agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

- **Professional Errors and Omissions Liability:** E/A agrees to maintain Professional Errors and Omissions Liability at a limit of liability not less than one million dollars ($1,000,000) Each Claim, two million dollars ($2,000,000) Annual Aggregate. The E/A agrees the policy shall include a minimum three (3) year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of the Agreement, or the performance of services hereunder. The E/A agrees the Self-Insured-Retention shall not exceed twenty-five thousand dollars ($25,000). This coverage may be provided on a Per-Project Basis.

- **Pollution Liability Insurance** (if required by a City Operational Department): If a City Operational Department requires Pollution Liability coverage, the E/A agrees to maintain Pollution Liability Insurance at a limit of liability not less than one million dollars ($1,000,000) Each Claim, two million dollars ($2,000,000) Annual Aggregate.

- **Commercial Umbrella / Excess Liability:** E/A agrees to maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than five million dollars ($5,000,000) Each Occurrence, five million dollars ($5,000,000) General Aggregate. The E/A agrees to endorse the OWNER as an "Additional Insured" on the Commercial Umbrella/Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the OWNER is automatically defined as an Additional Protected Person. The E/A agrees any Self-Insured-Retention or deductible shall not exceed twenty-five thousand dollars ($25,000).

- **Worker's Compensation and Employer's Liability**: The E/A agrees to maintain its own Workers' Compensation Insurance pursuant to statutory limits. See TEX. LAB. CODE ANN. Title 5, Subtitle A, Chapter 401; TEX. ADMIN CODE, Title 28, Part 2. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).

  The E/A agrees to maintain its own Employer's Liability Insurance at a limit of liability not less than one million dollars ($1,000,000) Bodily Injury by Accident, one million dollars ($1,000,000) Bodily Injury by Disease Each Occurrence, one million dollars ($1,000,000) Bodily Injury by Disease Aggregate Limit.

See Exhibit "D" Certificate(s) of Insurance and Endorsements for a chart and checklist providing a summary and overview of the insurance requirements.

7.3.3 In the event the E/A performs any site work, then all the insurance required herein will need to be evidenced prior to commencement of said site work.

7.3.4. The E/A agrees the insurance requirements herein as well as OWNER'S review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the E/A under this Agreement.

7.4. Additional Insured Endorsements.

7.4.1 The E/A agrees to endorse the OWNER as an "Additional Insured" on the Commercial General Liability. E/A shall choose one of the three Endorsement Options stated below. All Endorsements shall be in the form required. All pages of the Endorsement(s) shall be attached.

The form of the endorsement(s) shall be:

Option 1:

CG 20 10 10 01
Additional Insured - Owners, Lessees, or Contractor – Scheduled Person or Organization

AND, the additional endorsement of

CG 20 37 07 04
Additional Insured – Owners, Lessees, or Contractors – Completed Operations
shall be required to provide back coverage for the E/A's "your work" as defined in the policy and liability arising out of the products-completed operations hazard.

Option 2:

CG 20 10 07 04
Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization

AND, the additional endorsement of

CG 20 37 07 04
Additional Insured – Owners, Lessees, or Contractors – Completed Operations
shall be required to provide back coverage for the E/A's "your work" as defined in the policy and liability arising out of the products-completed operations hazard.

Option 3:

GA 4113 11 99
Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization – Your Work

AND, the additional endorsement of

GA 233 02 07
Contractors' Commercial General Liability Broadened – with coverage for Completed Operations in conformance to specific written contract

E/A shall attach actual copies of the endorsements.

7.4.2 Additionally, E/A agrees to endorse the OWNER as an "Additional Insured" under the Commercial Umbrella / Excess Liability and the Pollution Liability Insurance, if required, as also provided herein.

7.4.3 The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Tyler."

7.5. Deductibles, Coinsurance Penalties and Self-Insured Retention.

E/A agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation.

7.6. Waiver of Subrogation.

E/A agrees by entering into this written Agreement to a Waiver of Subrogation in favor of the OWNER for each required policy providing coverage during the life of this Agreement. E/A agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement and provide such endorsement to OWNER. This Waiver of

Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement, or voids coverage should the E/A enter into such an agreement on a pre-loss basis.

7.7. Subconsultants' Insurance.

In the event any work is sublet, the E/A shall require its subconsultants to similarly provide the same coverage as the E/A, and shall acquire evidence of such coverage on behalf of the OWNER.

7.8. Insurance Effective Until Completion.

Insurance coverage, limits, and endorsements required herein shall remain in full force and effect on all phases of the work, whether or not the work is occupied or utilized by the OWNER, until all work under the Agreement is completed and has been accepted by the OWNER.

7.9. Right to Revise or Reject Insurance.

7.9.1 E/A agrees the OWNER reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverage and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage.

7.9.2 Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's Office in the OWNER'S Legal Department for their adequacy as to form, content, form of protection, and providing company. Additionally, the OWNER reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due of its poor financial condition or failure to operate legally in the State of Texas. In such events, OWNER shall provide E/A written notice of such revisions or rejections.

7.10. Certificate of Insurance.

7.10.1 Before commencement of any work, the E/A agrees to provide OWNER with **Certificate(s) of Insurance and Endorsements** that clearly evidence that E/A's insurance contains the minimum coverages, limits, and endorsement requirements set forth herein, and which shall be attached as Exhibit "D" of this Agreement. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate(s) of Insurance. In the event the OWNER is notified that a required insurance coverage will cancel or expire during the period of this Agreement, the E/A agrees to furnish OWNER prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by OWNER, the E/A agrees to not continue Work pursuant to this Agreement, unless all required insurance remains in effect.

7.10.2 The OWNER shall have the right, but not the obligation, of prohibiting E/A from entering the Work site until a new Certificate of Insurance is provided to the OWNER evidencing the replacement coverage. The E/A agrees the OWNER reserves the right to withhold payment to E/A until evidence of reinstated or replacement coverage is provided to the OWNER. If the E/A fails to maintain the insurance as set forth herein, the E/A agrees the OWNER shall have the right, but not the obligation, to purchase replacement insurance, which the E/A agrees to reimburse any premiums or expenses incurred by the OWNER.

7.10.3 Such insurance shall remain in full force and effect on all phases of the work, whether or not the work is occupied or utilized by the OWNER, until all work under the Agreement is completed and has been accepted by the OWNER.

7.11. Insurance - No Limit on Obligation to Pay.

Nothing contained in the insurance requirements shall be construed as limiting the extent of the E/A's responsibility for payment of damages resulting from his operations.

7.12. Non-compliance; Breach.

The E/A's failure to comply with any of the provisions of paragraphs 7.3 through 7.11, inclusive, is a breach of contract by the E/A which entitles the OWNER to declare the contract void if the E/A does not remedy the breach within ten days after receipt of notice of breach from the OWNER.

7.13. Indemnity.

E/A AGREES TO INDEMNIFY AND HOLD HARMLESS

THE OWNER, OWNER'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST LIABILITY FOR LIENS, DEMANDS, AND DAMAGES FOR INJURIES TO PERSONS INCLUDING DEATH, PROPERTY DAMAGE INCLUDING LOSS OF USE, AND EXPENSES, INCLUDING REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES IN PROPORTION TO E/A'S LIABILITY, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT TO THE EXTENT CAUSED BY THE NEGLIGENT OR INTENTIONAL TORTIOUS ACTS OR OMISSIONS OF E/A, E/A'S SUBCONSULTANTS, AGENTS, OR ANYONE FOR WHOSE ACTS THE E/A OR SUBCONSULTANT MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIMS OR DAMAGES OCCURRED ON PROPERTY BELONGING TO THE OWNER. THE E/A'S INDEMNIFICATION OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

7.14. Certificate of Interested Parties.

In accordance with Texas Gov't Code Sec. 2252.908, for certain contracts entered into on or after January 1, 2016, E/A must submit a Certificate of Interested Parties (Form 1295) at the time the E/A submits the signed contract to the OWNER. This applies only to contracts with a value greater than $25,000 or that otherwise require City Council approval. If required, the Certificate of Interested Parties (Form 1295) shall be attached as Exhibit "E".

7.15. Controlling Law.

This Agreement is to be governed by the law of the state of Texas. Venue for any action arising hereunder shall lie exclusively in Smith County, Texas for actions in state court and in the Eastern District of Texas, Tyler Division, for actions in federal court. This provision shall supersede any other references in the Agreement.

If this Project includes construction activities to City-owned buildings or other public works, Exhibit "F" provisions shall be applicable.

7.16. Successors and Assigns.

7.16.1. OWNER and E/A each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and E/A (and to the extent permitted by paragraph 7.16.2 the assigns of OWNER and E/A) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.16.2. Neither OWNER nor E/A shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent E/A from employing such independent professional associates and consultants as E/A may deem appropriate to assist in the performance of services hereunder, provided such independent associates or consultants are approved in writing in advance by OWNER and are paid by E/A.

7.16.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and E/A, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and E/A and not for the benefit of any other party.

SECTION 8—SPECIAL PROVISIONS, SCHEDULES, AND EXHIBITS

8.1. Special Provisions.

Any other provisions of this Agreement or other documents included by reference herein to the contrary notwithstanding, the following provisions shall apply to this Agreement and the respective duties and responsibilities of OWNER and E/A affected thereby:

8.1.1. As to the contractual relationship between E/A and OWNER, E/A is and shall be considered in all things an independent contractor.

8.1.2. OWNER reserves the right, with E/A's agreement, to consolidate any and all phases of performance set out in the standard form contractual documents. The consolidation of said services shall

not in any way affect the E/A's responsibilities to perform the services set out therein.

8.2. Exhibits.

The following exhibits are attached to and made a part of this Agreement:

- *Exhibit A - E/A's Work Order,*
- *Exhibit B - Certificate of Insurance and Endorsements,*
- *Exhibit C - Certificate of Interested Parties (Form 1295) (if required),*
- *Exhibit D - Procedure for Correcting Construction Defects (Applicable only to construction contracts affecting City-owned buildings and other public works)*

Provided, however, that where the terms and provisions of the above-referenced exhibit(s) shall conflict with the terms and provisions of this standard contract, this standard contract shall control. **However, if Exhibit "F" is applicable, provisions therein shall control over any other conflicting provisions.**

8.3. Entire Agreement.

8.3.1 This Agreement, together with the exhibits and schedules identified above, constitute the entire Agreement between OWNER and E/A and supersede all prior or oral understandings.

8.3.2 This Agreement and said exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

8.4. Effective Date.

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

8.5. Severability.

The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

8.6. Waiver.

The waiver of any breach of a term or condition of this Agreement does not waive any other breach of that term or condition or any breach of any other term or condition of this Agreement.

8.7. Notices.

Any notices provided under this Agreement shall occur in writing, by certified or registered mail delivery, receipt requested. For purposes of such notice, the addresses of the parties, until changed by written notice, shall be:

E/A:
HDR Engineering, Inc.
Attn: Katie Livas. PE
17111 Preston Road, Suite 300
Dallas, Texas 75248

OWNER:
City of Tyler
Attn: Nikki Ingram, PE
P.O. Box 2039
Tyler, TX 75710

8.8. Venue.

Venue for any action arising hereunder shall lie exclusively in Smith County, Texas for actions in state court and in the Eastern District of Texas, Tyler Division, for action in federal court. This provision shall supersede any other references in the Agreement.

(The remainder of this page was left blank intentionally.)

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

FOR THE CITY OF TYLER, TEXAS:

ATTEST:

By: _____
City Manager Date

Edward Broussard
Printed Name

By: _____
City Clerk

Cassandra Brager
Printed Name

APPROVED:

By: _____
City Attorney's Office Date

_____
Printed Name

RECOMMENDED:

By: _____
Department Leader Date

_____
Printed Name

CITY COUNCIL APPROVAL:

AGENDA ITEM NUMBER: Click or tap here to enter text.

DATE APPROVED: Click or tap here to enter text.

FOR THE E/A:

By: 02/04/2025

Enter title of signe Vice President/ Area Manager — Date

Lucas Bathurst, PE

Printed Name

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Lucas A. Bathurst, who is known to me, or who was proved to me through _____ to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4th day of February, 2025.

Jenifer Rayshell
Notary Public, State of Texas
Comm. Expires 04-06-2028
Notary ID 132433428

Notary Public In and For The State of Texas

Jenifer Rayshell

My Commission Expires: April 6, 2028 — Notary's Printed Name

INDEX OF EXHIBITS

Exhibit A - E/A's Work Order / Scope of Services

Exhibit B – E/A's Project Schedule

Exhibit C – E/A's Fee Schedule and Hourly Fees

Exhibit D - Certificates of Insurance and Endorsements

Exhibit E - Certificate of Interested Parties (Form 1295) (If Required)

Exhibit F – Procedure for Correcting Construction Defects
(Applicable only to construction contracts affecting City-owned buildings and other public works)

CITY OF TYLER
TYLER WATER UTILITIES DEPARTMENT

Lake Palestine Water Treatment Plant
High Service and Intake Pump Station VFD Replacement

OVERVIEW:

The Tyler Water Utilities Department (TWU) owns and operates the Lake Palestine Water Treatment Plant which has a capacity of 30 mgd. The WTP is served by a raw water intake pump station on Lake Palestine and a high service pump station downstream of the clearwells at the WTP.

The intake pump station sends raw water to the treatment plant and consists of three (3) 1,000 HP vertical turbine pumps (2 duty and 1 standby pump) with a capacity of 10,500 gpm each. The high service pump station sends finished water to the distribution system and consists for four (4) 1,000 HP vertical turbine pumps (3 duty and 1 standby pump) with a capacity of 8,680 gpm each. The variable frequency drives (VFD) serving these two pump stations have reached the end of their useful service life and require replacement. TWU replaced one VFD in 2024 and has requested that HDR provide professional engineering services to conduct final design, bidding phase services, and construction phase services for replacement of the remaining six (6) VFDs that serve these stations.

PROJECT REQUIREMENTS:

The Scope of Work for this project provides engineering services as described in the following sections:

- Task 100 – Project Administration, Monitoring and Tracking
- Task 200 – Final Design
- Task 300 – Bid Phase Services
- Task 400 – Construction Phase Services

The following tasks delineate the scope of basic services.

I. Task 100 – Project Administration and General Requirements

Task 101 – Project Management and Administration

ENGINEER will complete the following activities / develop the following items as part of project planning and set-up activities:

- Set-up (i.e., project budget / financials and work plan)
- Invoicing and activity report templates
- Project Management and Quality Plan (PMP / QMP) with baseline schedule
- Health & Safety Plan (H&SP) (for ENGINEER's staff only)
- Communication tools for ENGINEER's internal use (i.e., meeting / workshop scheduling and tracking, decision log, change log, and action item tracking)

The PMP/QMP will outline the project goals and objectives, scope of work, baseline schedule, support tools, communications protocols, and quality review plan. The quality review plan will incorporate the approach for pointedly engaging technical advisors and specialty expertise in the early phases of the preliminary engineering and development.

Project Meeting #1 (Project Kick-off Meeting) will be held with TWU to confirm key elements of the PMP/QMP, project scope objectives, and the baseline schedule.

Throughout project execution, ENGINEER will conduct monitoring and control activities to track project progress and develop monthly invoices with project activity reports for submittal to TWU. Activity reports will document activities completed during the previous period, planned activities for the following month, key decisions made, needed decisions, and decision-related / critical path action items. For this task, up to three (3) months is assumed for project management and administration.

Deliverables:

- **Workshop #1 – Project Kick-off Meeting (In Person)**
- Meeting agenda and summary (.pdf format)
- Monthly Invoices with Activity Report (including updated project schedule)

Task 102 - Information / Data Collection and Review

TWU will provide the ENGINEER with supplemental information and data for the Lake Palestine WTP High Service Pump Station and Intake Pump Station. ENGINEER will review the provided information and data to identify gaps and develop and submit a data needs summary to document information and data received and to obtain initial information and data for review. The initial transfer of information and data will be completed prior to Workshop #1 to facilitate a discussion of available information and to confirm previous work completed as part of the City of Tyler Water Facilities Master Plan (by others). The discussion in Workshop #1 will also include an overview of purchasing and procurement requirements for the OWNER. The level of effort for this task assumes TWU will collect and assemble data for delivery to the ENGINEER in electronic format.

Deliverables:

- Data needs summary (i.e., confirmation of data and information received with gap analysis)

Task 200 – Final Design

Upon receiving the written Notice to Proceed, ENGINEER will perform the following tasks:

- Provide technical memorandum (TM) documenting review of the existing heating, ventilation, and air conditioning (HVAC) system to ensure the existing system can handle the heat load produced by the new VFDs.
- Prepare draft (75 percent complete) and final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by CONTRACTOR.
- For 75 percent submittal, furnish for review by OWNER an electronic pdf file of the draft Drawings and Specifications and review them with OWNER in a workshop setting (virtual). OWNER will submit to ENGINEER comments regarding the furnished items, and instructions for revisions.
- Advise OWNER of recommended adjustments to the Opinion of Probable Construction Cost (OPCC). An updated cost will be prepared for the 75% deliverable and the final documents.

- Prepare and revise the Final Drawing and Specifications in accordance with comments and instructions from the OWNER, as appropriate, review them with OWNER in a workshop setting. Submit one reproducible final copy and electronic pdf files of such documents to OWNER.

Deliverables:

- TM documenting findings from existing HVAC system review
- 75% Drawings, Specifications and OPCC
- **Workshop #2 – 75% Review Meeting (Virtual)**
- Bid Ready Drawings, Specifications and OPCC

Task 300 – Bid Phase Services

After acceptance by OWNER of the final Drawings and Specifications and the most recent opinion of probable Construction Cost, and upon authorization from OWNER to proceed, the ENGINEER will perform the following tasks:

- Participate in a virtual pre-bid meeting. The OWNER will prepare the agenda and facilitate the meeting.
- Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents.
- Consult with OWNER as to the qualifications of prospective contractors and assist OWNER in evaluating bids. ENGINEER will not attend the bid opening.
- Prepare conformed drawings and specifications that incorporate addenda items and submit three half-size sets of documents to OWNER and one half-size set of documents to successful bidder along with pdf versions to each entity.

Deliverables:

- Prepare and Issue Addenda
- Prepare Conformed Drawings and Specifications

Task 400 – Construction Phase Services

Owner will manage the project during construction, and ENGINEER will provide only specified, limited services, to include the following:

- ENGINEER (one) will prepare for and attend one pre-construction meeting
- Review up to three (3) shop drawings and submittals for equipment, appurtenances, and electrical-related components and provide written review comments to OWNER.
- Provide responses for up to three (3) Contractor Requests for Information (RFIs).
- Conduct a Substantial Completion site visit (two ENGINEER employees). Provide a written punch list of items to OWNER that require completion by the CONTRACTOR prior to OWNER acceptance.
- Incorporate changes into the drawings and produce Record Drawings based on red-lined Drawings provided by OWNER.
- Submit Record Drawings on electronic media (AutoCAD and PDF formats).

Deliverables:

- Prepare and Issue responses to submittals and RFIs
- Develop Substantial Completion Punch List
- Prepare Record Drawings

Assumptions:

- Motor loads will remain the same.
- Existing underground conduits are in acceptable condition.
- New medium voltage VFDs will be Toshiba. Model to match existing VFD.
- Existing 480V and 120V panelboards have an adequate number of spare and/or spaces for new circuits associated with balance of plant loads.
- No additional site visits are required.
- The existing grounding system is in acceptable condition for continued use.
- Existing control conduits are in acceptable condition.
- No new or expansion of existing control panels will be required. Existing IO used for VFD control will be reused in kind for each pump. Existing control panels have sufficient spare IO for new VFD control signals or field devices.
- No network connections required for new VFDs.
- No new Programming or updates to Sequence of Operations will be required.

Exclusions:

- Coordination with electric utility company. Modifications to existing services are not expected.
- Final short circuit study, selective coordination study and arc flash study will be delegated to contractor scope of work.
- Energy modeling or life cycle cost analysis.

Additional Services (As Authorized by Owner):

- Final Design: If review of existing HVAC system shows existing system is not able to handle the heat load produced by the new VFDs, provide design to replace or modify existing systems to accommodate the new VFDs.
- Bid Phase: Services for modified HVAC design during Bidding Phase.
- Construction Phase: Services for modified HVAC design during Construction Phase.

COMPENSATION:

Consultant will be paid a lump sum amount of **$220,000**. The fee per sub-task is as follows (refer to Exhibit "C" for additional detail):

Basic Services		
Task 100	Project Administration and General Requirements (Lump Sum)	$61,852
Task 200	Final Design (Lump Sum)	$103,254
Task 300	Bid Phase Services (Lump Sum)	$17,141
Task 400	Construction Phase Services (Lump Sum)	$37,753
	Total Basic Services	**$220,000**
Additional Services		
AD-1	Additional Final Design, Bid Phase, and Construction Phase Services for HVAC Systems (Lump Sum, as authorized by Owner)	$20,000
	Total Additional Services	**$20,000**

Exhibit B - E/A's Project Schedule

Exhibit B - E/A's Project Schedule
Tyler Water Utilities - VFD Replacement Project Schdule

ID	Task Name
1	Council Award
2	Notice to Proceed
3	**Task 100 - Project Administration and General Requirements**
4	Task 101 - Project Initiation and Management Plan
5	*Project Kickoff - Workshop #1*
6	Task 102 - Information/ Data Collection and Review
7	**Task 200 - Final Design**
8	75% Design - Drawings, Specifications, and OPCC
9	TM documenting findings from existing HVAC system review
10	Workshop #2- 75% Design Review
11	Bid Ready Drawings, Specifications, and OPCC
12	**Task 300 - Bid Phase Services**
13	Advertisement
14	Pre-Bid Meeting
15	Addenda
16	Bid Opening
17	Construction Contract Award
18	**Task 400 - Construction Phase Services**
19	Notice to Proceed
20	VFD Shop Drawing Review (4 weeks)
21	VFD Lead Time (42 weeks)
22	VFD Installation
23	Start-up and Testing

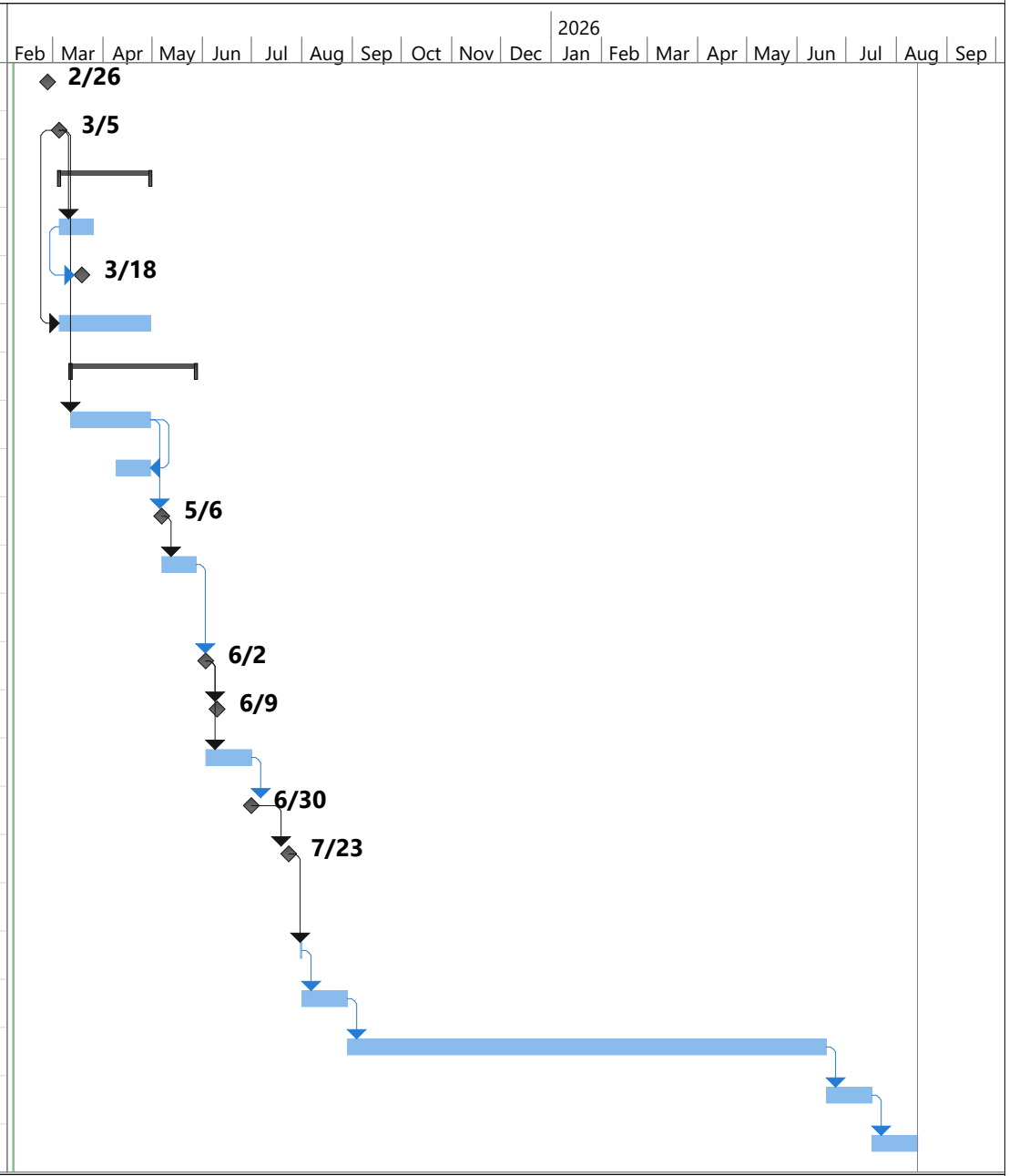


Exhibit C - E/A's Rate Schedule

Lake Palestine Water Treatment Plant – High Service and Raw Water Pump Stations – VFD Replacement Project
Labor Rates

Project Principal	$380.00 - $400.00
Project Manager	$300.00 - $330.00
Technical Advisor	$330.00 - $400.00
Project Engineer	$200.00 - $240.00
Project Electrical /I&C Engineer	$230.00 - $270.00
Project Mechanical Engineer	$200.00 - $240.00
Project EIT	$140.00 - $180.00
QC Reviewer	$260.00 - $300.00
Administrative Support	$170.00 - $190.00
Accountant	$80.00 - $120.00
Direct Expenses	Cost + 10%
Mileage	Current Rate

Exhibit D - Certificates of Insurance and Endorsements

(See following pages for a summary and checklist of Insurance and Endorsement requirements)

CERTIFICATE(S) OF INSURANCE

[Certificate of Liability Insurance Shall Be Inserted Here]

INSURANCE COVERAGE REQUIRED * Endorsement Required	
TYPE	**AMOUNT**
1) COMMERCIAL GENERAL LIABILITY * Policy shall include (but not limited to) the following: a) Products - Completed Operations b) Independent Contractors c) Broad Form Property Damage d) X-C-U Coverage X = Explosion Hazard C = Collapse Hazard U = Underground Damage e) Contractual Liability or Cross Liability	Not Less than: **$1,000,000** (1 million) Each Occurrence **$2,000,000** (2 million) General Aggregate **Per Project** Any Self-Insured-Retention or Deductible shall not exceed $25,000.
2) BUSINESS AUTOMOBILE LIABILITY Policy shall include (but not limited to) bodily injury and property damage liability for the following: a) Any Auto; OR b) All Owned Autos, and c) Hired Autos, and d) Non-Owned Autos.	Not Less than: **$1,000,000** (1 million) Each Occurrence
3) PROFESSIONAL ERRORS & OMISSIONS LIABILITY Policy shall include (but not limited to) the following: a) A minimum three (3) year Discovery (tail) Reporting period, and b) A Retroactive Date that equals or precedes the effective date of the Contract, or the performance of services hereunder.	Not Less than: **$1,000,000** (1 million) Each Claim **$2,000,000** (2 million) Annual Aggregate Any Self-Insured-Retention or Deductible shall not exceed $25,000.
4) ♦ POLLUTION LIABILITY INSURANCE *	♦ ☐ Check Here If Coverage is Required by a City Operational Department Not Less than: **$1,000,000** (1 million) Each Claim **$2,000,000** (2 million) Annual Aggregate
5) COMMERCIAL UMBRELLA / EXCESS LIABILITY *	Not Less than: **$5,000,000** (5 million) Each Occurrence **$5,000,000** (5 million) General Aggregate Any Self-Insured-Retention or Deductible shall not exceed $25,000.
6) WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	**Statutory Limits for Workers' Compensation** TEX. LAB. CODE ANN. Title 5, Subtitle A, Chapter 401 TEX. ADMIN. CODE, Title 28, Part 2 **Employer's Liability Limits** **$1,000,000 (1 million)** Bodily Injury by Accident **$1,000,000 (1 million)** Bodily Injury by Disease Each Occurrence **$1,000,000 (1 million)** Bodily Injury by Disease Aggregate Limit

Checklist: Certificate(s) of Insurance

*** Provided only as a courtesy ***

[See generally Section 7.3 Insurance for contract insurance requirements]

1.	All pages of the *Certificate of Liability Insurance* shall be attached. *See* lower right corner of certificate for *ex toto* pagination. E.g. Page 1 of 2
2.	Policy Effective and Expiration Dates (for each type of coverage) Policy **effective date** is ON or BEFORE Contract date, and Policy **expiration date** should extend at least 6 months into the future OR for the estimated project length, whichever is greater.
3.	Commercial General Liability [*See* Section 7.3.2] ☒ **Occurrence** Box is Checked ☒ **Per Project** Box is Checked for General Aggregate Limit.
4.	Business Automobile Liability [*See* Section 7.3.2] At a minimum each of the following boxes should be checked: ☒ Any Auto OR ☒ All Owned Autos, and ☒ Hired Autos, and ☒ Non-Owned Autos.
5.	Professional Errors and Omissions Liability [*See* Section 7.3.2]
6.	Commercial Umbrella / Excess Liability [*See* Section 7.3.2] ☒ Occurrence Box is Checked
7.	Workers Compensation and Employers Liability [*See* Section 7.3.2] ☒ WC Statutory Limits Box is Checked
	Look at the "Description of Operations . . . Special Provisions" Box. [*See* Section 7.4] [*See also* Section 7.6] Clearly indicate the **CITY** has been endorsed by using this language: "The City of Tyler (i.e. Certificate Holder) shall be named as Additional Insured as respects to Commercial General Liability, Commercial Umbrella / Excess Liability and Pollution Liability Insurance, if required, and shall have a Waiver of Subrogation as respects to Commercial General Liability, Business Automobile Liability, Professional Errors and Omissions Liability, Commercial Umbrella / Excess Liability and Workers' Compensation all as required by written contract subject to policy terms, conditions and exclusions. Coverage is primary, non-contributory as respects to General Liability and Auto as required by written contract."
8.	Clearly identify each policy's limits, flat & percentage deductibles, sub-limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
9.	Certificate Holder: [*See generally* Section 7.4] City of Tyler P.O. Box 2039 Tyler, TX 75710

ENDORSEMENTS

[Endorsements Shall Be Inserted Here]

<table>
<tr><td colspan="3">* ENDORSEMENT(S) REQUIRED</td></tr>
<tr><td colspan="2">Name of Additional Insured Person(s)
or Organization(s):
City of Tyler
P.O. Box 2039
Tyler, TX 75710</td><td>Location(s) of Covered Operations:

Project [insert project name],
Dated [insert month and year of contract].</td></tr>
<tr><td colspan="3">E/A shall choose one of the three Endorsement Option stated below. All Endorsements shall be in the form required. All pages of the Endorsement(s) shall be attached.</td></tr>
<tr><td colspan="3">COMMERCIAL GENERAL LIABILITY

E/A agrees to endorse the CITY as an “Additional Insured” on the Commercial General Liability with: [Select Option 1, Option 2 or option 3 below] [See Section 7.3.2 and 7.4]</td></tr>
<tr><td>Option
1</td><td colspan="2">FORM: CG 20 10 10 01
Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization

AND
FORM: CG 20 37 07 04
Additional Insured – Owners, Lessees, or Contractors – Completed Operations</td></tr>
<tr><td colspan="3">OR</td></tr>
<tr><td>Option
2</td><td colspan="2">FORM: CG 20 10 07 04
Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization

AND
FORM: CG 20 37 07 04
Additional Insured – Owners, Lessees, or Contractors – Completed Operations</td></tr>
<tr><td colspan="3">OR</td></tr>
<tr><td>Option
3</td><td colspan="2">FORM: GA 4113 11 99
Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization – Your Work
AND
FORM: GA 233 02 07
Contractors’ Commercial General Liability Broadened – with coverage for Completed Operations in conformance to specific written contract</td></tr>
<tr><td colspan="3">COMMERCIAL UMBRELLA / EXCESS LIABILITY

E/A agrees to endorse the CITY as an “Additional Insured” under the Commercial Umbrella / Excess Liability as also provided herein. [See Section 7.3.2 and 7.4]</td></tr>
<tr><td colspan="3">POLLUTION LIABILITY INSURANCE

♦ If applicable E/A agrees to endorse the CITY as an “Additional Insured” under the Pollution Liability Insurance as also provided herein. [See Section 7.3.2 and 7.4]</td></tr>
</table>

Exhibit E- Certificate of Interested Parties (Form 1295)

(If Required)

Check Here if this Section is NOT Used ☐

In accordance with Texas Gov't Code Sec. 2252.908, for certain contracts entered into on or after January 1, 2016, E/A must submit a Certificate of Interested Parties (Form 1295) at the time the E/A submits the signed contract to the OWNER. This applies only to contracts with a value greater than $25,000 or that otherwise require City Council approval.

Exhibit F - Procedure for Correcting Construction Defects

Check Here if this Section IS Applicable to This Contract ☒

****ONLY APPLICABLE FOR CONSTRUCTION ACTIVITIES AFFECTING CITY-OWNED BUILDINGS AND OTHER PUBLIC WORKS PROJECTS AS DEFINED IN TEX. GOV. CODE ANN., SEC. 2269.001 (6)****

EXHIBIT F is not applicable to "civil works" projects as defined in Tex. Gov. Code Ann., Sec. 2269.351

I. DEFINITIONS

A. **"Public Works"** projects, as defined in Tex. Gov. Code Ann., Sec. 2269.001 (6), are those related to constructing, altering, or repairing a public building or carrying out any public work.

B. **"Civil works"** projects, as defined in Tex. Gov. Code Ann., Sec. 2269.351 are those related to roads, streets, bridges, utilities, water supply projects, water plants, waste water plants, water distribution and wastewater conveyance facilities, desalination projects, wharves, docks, airport runways and taxiways, storm drainage, flood control projects and transit projects.

II. NOTIFICATION OF DEFECT

A. **ENGINEER/ARCHITECT SHALL NOTIFY OWNER IN WRITING OF ANY CONSTRUCTION DEFECT** of which the ENGINEER/ARCHITECT is aware, and which shall include any deficiency in the construction of an improvement to real property, including a deficiency in or arising out of the design, specifications, surveying, planning or supervision of the construction that is a result of:

i. The use of defective materials, products, or components in the construction;
ii. A violation of a building code applicable by law to the construction;
iii. A failure of the design of an improvement to real property to meet the professional standards of care applicable at the time of governmental approval of the design or as otherwise applicable if no governmental approval of the design was required or obtained; and/or
iv. A failure to perform the construction in accordance with the accepted trade standards for good and workmanlike construction.

B. The E/A's writing shall identify the specific construction defect, describe the present physical condition of the affected structure; and describe any modification, maintenance, or repairs to the affected structure made by the governmental entity or others since the affected structure was initially occupied or used.

III. PROCEDURE TO CORRECT CONSTRUCTION DEFECTS

A. Before bringing an action asserting a claim for a construction defect under this Agreement, the OWNER must provide a written report to each party with whom the OWNER has a contract for the design, construction or construction oversight of an affected structure by certified mail, return receipt requested.

i. The report shall clearly identify the specific construction defect(s) on which the claim is based, which shall include any deficiency in the construction of an improvement to real property, including a deficiency in or arising out of the design, specifications, surveying, planning, or supervision of the construction that is a result of:
   a. The use of defective materials, products, or components in the construction;
   b. A violation of a building code applicable by law to the construction;

c. A failure of the design of an improvement to real property to meet the professional standards of care applicable at the time of governmental approval of the design or as otherwise applicable if no governmental approval of the design was required or obtained; and/or

d. A failure to perform the construction in accordance with the accepted trade standards for good and workmanlike construction.

iii. The report shall clearly:

a. Identify the specific construction defect on which the claim is based;

b. Describe the present physical condition of the affected structure; and

c. Describe any modification, maintenance, or repairs to the affected structure made by the governmental entity or others since the affected structure was initially occupied or used.

B. OWNER shall allow each party with whom the OWNER has a contract for the design or construction of an affected structure and who is subject to the claim, and any known subcontractor or supplier who is subject to the claim a reasonable opportunity to inspect any construction defect or related condition identified in the report for a period of 30 days after receiving the report.

C. OWNER shall allow at least 120 days after the inspection to:

i. Correct any construction defect or related condition identified in the report; or

ii. Enter into a separate agreement with the governmental entity to correct any construction defect or related condition identified in the report.

D. OWNER is not required to allow a party to make a correction or repair under Subsection II.A. if:

i. the party:

a. Is a contractor and cannot provide payment and performance bonds to cover the corrective work;

b. Cannot provide liability insurance or workers' compensation insurance;

c. Has been previously terminated for cause by OWNER; or

d. Has been convicted of a felony; or

ii. OWNER previously complied with the process required by Subsection II.A. regarding a construction defect or related condition identified in the report and:

a. The defect or condition was not corrected as required by Subsection II.C.i. or by an agreement under Subsection II.C.ii.; or

b. The attempt to correct the construction defect or related condition identified in the report resulted in a new construction defect or related condition.

E. Recovery of Report Costs. If the report described in Subsection II.A. identifies a construction defect that is corrected or for which the OWNER recovers damages, the party responsible for that construction defect shall pay the reasonable amounts incurred by OWNER to obtain the report with respect to identification of that construction defect.

F. These provisions do not prohibit or limit the OWNER from making emergency repairs to the property as necessary to protect the health, safety, and welfare of the public or a building occupant.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-2

Date: February 26, 2025

Subject: Request that the City Council consider reviewing and accepting the Revenue and Expenditure Report for the period ending December 31, 2024.

Item Reference: **The Fiscal Year 2024-2025 Annual Budget**

The attached Revenue and Expenditure Report for the City of Tyler provides an overview of the General Fund and all major operating funds. These funds represent 70 percent of all FY 2024-2025 Budget appropriations. The remaining 30 percent consists of the Internal Service, Special Revenue, Utility Debt Service, Capital Projects, and Trust Funds.

Key Highlights:
- This report compares actual revenues and expenses to date with figures from the same period last year. Additionally, budgeted revenue and expenditures for the fiscal year are compared to current projections.

General Fund:
- Revenues are projected to be $622,793 more than budgeted, primarily due to increased Sales Tax.
- Total expenditures are projected to be $2,046,809 less than budgeted, with savings forecasted in the General Government, Police, and Fire department.

Water Utility Fund:
- Revenues are expected to be $2,712,106 less than budgeted for the fiscal year, primarily due to the current rainfall trend.
- Total expenditures, including inter-fund transactions, are expected to be $2,216,471 less than budgeted due to savings in contingencies, salary savings in Water Distribution and Waste Collection, and chemical supplies savings in Water Plant.

Solid Waste Fund:
- Revenues are projected to be $680,857 lower than budgeted for the fiscal year, mainly due to lower-than-expected revenue generation in Roll-Off Collections and Residential services.
- Expenditures are anticipated to be $871,817 under budget, excluding inter-fund transactions. This is primarily due to a $750,000 contingency in the residential budget, originally set aside to accommodate delayed truck purchases. We do not foresee needing the contingency and hope to avoid using it this fiscal year.

Airport Fund:
- Revenues, including transfers from other funds, are projected to be $45,336 more than budgeted.
- Expenditures, including inter-fund transactions, are projected to be $25,045 less than budgeted.

Development Services Fund:
- Revenues are expected to be $808,725 more than budgeted for the fiscal year, primarily due to a change in fee structure that is generating more revenue and an increased number of permits compared to the same period last year.
- Total expenditures, including inter-fund transactions, are expected to be $371,976 less than budgeted.

Hotel Occupancy Tax Fund:
- Revenues are expected to be $358,554 more than budgeted, primarily due to increased hotel occupancy throughout the City.
- Expenditures are expected to be $170,553 more than budgeted, primarily due to projects related to the Rose Complex.

Employee Benefits Fund:
- Revenues are expected to be $71,626 more than budgeted.
- Expenses are expected to be $101,257 more than budgeted.

This comprehensive report provides an essential update on the City of Tyler's fiscal performance and outlook for FY 2024-2025. We will continue to monitor these figures closely and provide updates as necessary.

RECOMMENDATION:

Request that the City Council review and consider reviewing and accepting the Revenue and Expenditure Report for the period ending December 31, 2024.

Attachments:
Financial Statements 123124

Drafted/Recommended By:
Department Leader Lauren Justice, Controller

Edited/Submitted By:
City Manager

City of Tyler, Texas

Quarterly Revenue and Expenditure Report

For the Quarter Ended
December 31, 2024

General Fund (101)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Unreserved Fund Balance				$ 1,459,327	$ 1,459,327
Operating Reserve				13,356,122	13,356,122
Beginning Fund Balance / Working Capital				**14,815,449**	**14,815,449**
Revenues					
Property Taxes	11,864,358	12,994,174	42.56%	30,528,410	30,450,075
Franchises	3,195,097	3,086,497	25.28%	12,211,595	11,854,350
Sales & Use Taxes	9,932,503	10,753,703	25.87%	41,566,339	42,861,280
Licenses & Permits	101,007	88,259	24.60%	358,724	335,201
Fines & Penalties	926,565	1,082,293	25.13%	4,306,200	4,501,944
Use of Money & Property	168,327	217,719	11.69%	1,862,196	1,723,342
Current Services	633,539	744,905	22.65%	3,288,779	3,183,676
Other Agencies	64,585	80,930	8.79%	920,454	937,924
Miscellaneous	88,254	105,052	14.47%	726,176	543,874
Total Revenues	**26,974,234**	**29,153,532**	**30.44%**	**95,768,873**	**96,391,666**
Expenditures					
General Government	1,959,767	3,837,503	44.11%	8,699,123	8,356,119
Police	8,205,055	9,464,978	25.18%	37,582,042	36,937,078
Police Grants	142,448	55,470	19.41%	285,753	308,253
Fire	5,962,537	6,432,423	25.39%	25,333,651	24,926,498
Fire Grants	88,019	152,851	29.96%	510,173	483,928
Public Services	1,662,423	2,394,999	25.15%	9,521,219	9,070,722
Parks and Recreation	970,743	1,234,927	23.42%	5,273,204	5,400,048
Library	483,732	546,907	25.01%	2,186,883	2,051,412
Municipal Court	422,709	465,322	17.93%	2,595,628	2,406,809
Total Expenditures	**19,897,436**	**24,585,379**	**26.73%**	**91,987,676**	**89,940,867**
Transfer In	-	-		-	-
Fair Plaza Fund (240)	-	-		-	-
(Transfer Out)	*(997,998)*	*(157,500)*		*(3,928,823)*	*(3,928,823)*
General Capital Projects (102)	(17,500)	(70,000)	100.00%	(70,000)	(70,000)
Quality Street Commitment Fund (103)	(511,422)	-	0.00%	(2,228,712)	(2,228,712)
Cemetery (204)	(81,250)	-	0.00%	(325,000)	(325,000)
TIF/ TIRZ #4 (217)	-	-		-	-
Transit (286)	-	-	0.00%	(853,806)	(853,806)
Property Facility (663)	(25,326)	-	0.00%	(101,305)	(101,305)
Productivity Fund (639)	(250,000)	-		-	-
Technology Admin (671)	(112,500)	(87,500)	25.00%	(350,000)	(350,000)
Fleet Fund (640)	-	-		-	-
Fair Parking Garage (240)	-	-		-	-
Rainy Day Fund (235)	-	-		-	-
Unreserved Fund Balance				869,672	3,846,295
Operating Reserve				13,798,151	13,491,130
Ending Fund Balance / Working Capital				**$ 14,667,823**	**$ 17,337,425**

General Fund (101)
Statement of Revenues
Fiscal Year 2024-2025

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Property Taxes					
Current	$ 11,797,509	$ 12,942,730	42.99%	$ 30,108,410	$ 30,064,730
Delinquent	37,434	24,785	13.40%	185,000	153,186
Penalty and Interest	29,415	26,659	11.34%	235,000	232,159
Total Property Taxes	**11,864,358**	**12,994,174**	**42.56%**	**30,528,410**	**30,450,075**
Franchises					
Power and Light	1,546,293	1,411,677	30.53%	4,624,221	4,607,677
Natural Gas	254,166	238,524	22.81%	1,045,704	1,047,524
Telephone	127,457	115,822	22.06%	525,000	463,323
Cable Television	247,849	211,041	21.07%	1,001,517	857,041
Commercial Waste Hauler	255,323	263,400	21.69%	1,214,239	1,262,400
Water and Sewer Franchise	764,008	846,032	22.26%	3,800,914	3,616,385
Total Franchises	**3,195,097**	**3,086,497**	**25.28%**	**12,211,595**	**11,854,350**
Sales and Use Taxes					
Sales Taxes	9,831,793	10,640,438	26.02%	40,901,127	42,221,515
Mixed Drink Taxes	100,710	105,258	16.78%	627,212	606,258
Bingo Taxes	-	8,007	21.07%	38,000	33,507
Total Sales and Use Taxes	**9,932,503**	**10,753,703**	**25.87%**	**41,566,339**	**42,861,280**
Licenses and Permits					
Parking Meters	24,051	13,142	51.09%	25,724	13,142
Wrecker Permits	1,560	1,060	24.94%	4,250	4,255
Burglar Alarms	75,396	74,057	22.79%	325,000	317,804
ROW Permits	-	-	0.00%	3,750	3,750
Total Licenses and Permits	**101,007**	**88,259**	**24.60%**	**358,724**	**335,201**
Fines & Penalties					
Moving Violations	482,709	622,548	28.09%	2,216,000	2,432,548
Tax Fees	-	-	0.00%	140,000	142,000
Arrest Fees	25,028	29,705	27.76%	107,000	107,205
Administrative Fees	23,859	22,421	28.03%	80,000	84,721
Warrant Fees	63,270	73,039	23.04%	317,000	316,040
Child Safety	48,066	28,499	21.27%	134,000	134,750
Teen Court Fines	10	-		-	-
Court Security	-	-		-	-
Miscellaneous Court	14,667	15,057	25.09%	60,000	65,056
Time Payment Fees	-	-		-	-
Special Court Fees	183,923	194,809	22.89%	851,000	824,810
Collection Firm Fees	65,450	73,982	22.98%	322,000	322,982
Court Fee - Clearing	83	987		-	987
Partners for Youth	-	-		-	-
Omnibase Program	9,564	10,226	28.41%	36,000	36,726
Parking Fines	7,383	8,321	26.00%	32,000	21,820
Scofflaw	881	613	27.86%	2,200	3,262
Animal Fines	1,674	2,087	23.19%	9,000	9,037
Total Fines and Penalties	**926,565**	**1,082,293**	**25.13%**	**4,306,200**	**4,501,944**
Use of Money and Property					
Glass Center Rental	6,803	7,041	20.12%	35,000	28,041
Senior Citizen Rental	450	450	9.00%	5,000	3,300
Miscellaneous Rent	5,290	4,299	9.23%	46,600	46,927
Ballfield Concessions	-	-	0.00%	2,500	-
Glass Rec Concessions	176	330	22.02%	1,500	1,256
Fair Plaza Non-Tenant Parking	6,170	3,780	26.25%	14,400	14,000
Interest Earnings	149,437	201,819	11.49%	1,757,196	1,629,818
Total Use of Money and Property	**168,327**	**217,719**	**11.69%**	**1,862,196**	**1,723,342**

General Fund (101)
Statement of Revenues
Fiscal Year 2024-2025

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Current Services					
Swimming Pool	-	-	0.00%	25,000	22,750
Fire Inspection	38,975	40,574	27.05%	150,000	148,574
Lot Mowing	14,307	8,499	13.90%	61,138	57,228
Glass Membership	14,340	15,330	20.44%	75,000	80,805
Copying Fees	3,172	3,925	26.17%	15,000	15,175
Utility Cuts	-	-	0.00%	132,000	132,000
Library Non Resident Fees	4,961	4,125	18.56%	22,222	23,695
Library Lost Books	819	636	26.50%	2,400	3,636
Library Fines	4,094	2,479	7.70%	32,200	11,565
Non Resident Internet Use	335	314	7.85%	4,000	1,710
Open Records	6,399	8,282	33.13%	25,000	27,030
Overhead Reimbursement - Fund 219	12,248	12,248	25.00%	48,993	48,992
1/2 Cent Administration Costs	47,316	131,176	25.00%	524,702	524,704
Overhead Reimbursement - Fund 502	360,313	367,519	25.00%	1,470,075	1,470,076
Overhead Reimbursement - Fund 560	66,714	68,049	25.00%	272,194	272,192
Softball Fees	150	-	0.00%	6,000	5,450
Basketball Fees	-	750	9.49%	7,905	6,150
Volleyball Fees	-	-	0.00%	4,800	-
Tournament Fees	-	-		-	-
Other Sports Fees	-	1,730	31.45%	5,500	5,500
Field Maintenance	7,816	32,327	27.71%	116,650	127,827
Recreation Classes/Events	7,220	4,374	7.29%	60,000	39,549
Faulkner Tennis Center	-	-		-	-
Animal Adoption Fees	3,540	2,800	9.33%	30,000	6,800
Animal Shelter Fees	1,385	1,500	8.33%	18,000	6,000
Fire Cost Recovery Fees	39,436	38,268	21.26%	180,000	146,268
Total Current Services	**633,539**	**744,905**	**22.65%**	**3,288,779**	**3,183,676**
Other Agencies					
State Government	22,172	29,933	115.13%	26,000	49,436
Income from Restitution	220	90	36.00%	250	279
Auto Theft Task Force	35,335	44,495	30.69%	145,000	153,243
School Crossing Guards	-	-		-	-
Comprehensive Traffic	5,607	6,412	8.58%	74,755	65,714
County Haz-Mat Service	1,250	-	0.00%	6,000	6,000
SHSP PD Grant	-	-	0.00%	23,591	23,591
Fire TCLEOSE Allocation	-	-	0.00%	1,000	1,000
State JAG Allocation	-	-	0.00%	26,455	26,456
COPS Grant	-	-		-	-
Federal JAG Allocation	-	-	0.00%	34,000	28,802
BJA Cares	-	-		-	-
Police Safety OOG	-	-	0.00%	99,475	99,475
AFG Grant	-	-		-	-
SAFER Grant	-	-	0.00%	483,928	483,928
Coronavirus Relief Funds	-	-		-	-
Total Other Agencies	**64,585**	**80,930**	**8.79%**	**920,454**	**937,924**
Miscellaneous					
Miscellaneous	22,621	27,042	13.30%	203,276	172,241
Unclaimed Property Revenue	1,824	2,632	21.05%	12,500	11,357
Return Checks	-	-		-	-
Sale of Equipment	-	-	0.00%	400	-
Junk Vehicle Revenue	-	-		-	-
Methane Gas Sales	62,610	73,979	14.80%	500,000	351,379
Funeral Escorts	1,200	1,400	14.00%	10,000	8,897
Total Miscellaneous	**88,254**	**105,052**	**14.47%**	**726,176**	**543,874**
Total General Fund Revenues	**$ 26,974,234**	**$ 29,153,532**	**30.44%**	**$ 95,768,873**	**$ 96,391,666**

General Fund (101)
Statement of Expenditures
Fiscal Year 2024-2025

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
General Government					
General Government	$ 199,863	$ 259,250	24.16%	$ 1,073,138	$ 903,935
Outside Agencies	116,625	33,250	11.75%	282,943	282,943
GF Non-Dept Exp	530,882	2,345,419	91.49%	2,563,579	2,345,419
Innovation and Economic Development	470	8,190	84.72%	9,667	9,667
Finance	533,003	580,064	30.00%	1,933,570	2,002,025
Legal	310,289	312,392	21.63%	1,444,493	1,421,854
Communications	116,726	146,879	21.81%	673,491	681,560
Human Resources	151,910	152,060	21.17%	718,242	708,716
Total General Government	**1,959,767**	**3,837,503**	**44.11%**	**8,699,123**	**8,356,119**
Public Safety					
Police Services	8,205,055	9,464,978	25.18%	37,582,042	36,937,078
State JAG	-	-	0.00%	26,456	26,458
Federal JAG	18,384	-	0.00%	34,000	28,802
COPS Grant	51,323	15,399	78.81%	19,540	51,323
Auto Theft Task Force	63,742	35,280	18.99%	185,757	181,876
L.E. Education Grant	9,000	4,792	23.96%	20,000	19,794
Fire Services	5,962,537	6,432,423	25.39%	25,333,651	24,926,498
Fire SAFER Grant	88,019	152,851	29.96%	510,173	483,928
Total Public Safety	**14,398,061**	**16,105,722**	**25.28%**	**63,711,619**	**62,655,757**
Public Services					
Engineering Services	171,664	263,246	21.54%	1,222,401	990,650
Streets	702,642	1,146,952	30.63%	3,745,140	3,728,422
Traffic Operations	456,902	563,871	19.31%	2,919,948	2,857,474
Parking Garage	7,166	9,351	32.79%	28,520	28,664
Animal Services	324,050	411,579	25.64%	1,605,210	1,465,512
Total Public Services	**1,662,423**	**2,394,999**	**25.15%**	**9,521,219**	**9,070,722**
Parks & Recreation					
Administration	715,653	888,784	24.82%	3,581,206	3,714,415
Indoor Recreation	149,274	214,778	26.62%	806,744	843,343
Outdoor Recreation	35,236	36,377	9.24%	393,811	369,642
Median Maint/Arborist	70,580	94,988	19.33%	491,443	472,648
Total Parks & Recreation	**970,743**	**1,234,927**	**23.42%**	**5,273,204**	**5,400,048**
Library	**483,732**	**546,907**	**25.01%**	**2,186,883**	**2,051,412**
Municipal Court	**422,709**	**465,322**	**17.93%**	**2,595,628**	**2,406,809**
Total General Fund Expenditures	**$ 19,897,436**	**$ 24,585,379**	**26.73%**	**$ 91,987,676**	**$ 89,940,867**

Development Services Fund (202)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Beginning Fund Balance				**3,016,047**	**3,016,047**
Revenues					
Building Permits	401,629	532,130	35.32%	1,506,439	2,165,807
Electrical Permits	75,582	57,869	25.16%	230,000	237,986
Plumbing Permits	36,373	30,878	19.30%	160,000	153,376
Zoning Permits	17,172	24,716	26.02%	95,000	96,611
Mechanical Permits	34,033	13,442	14.94%	90,000	79,740
Cert. of Occupancy Fees	4,610	4,960	16.53%	30,000	27,549
Local TABC Fee	895	2,270	11.35%	20,000	10,330
Billboard Registration	-	-	0.00%	15,045	15,045
Sign Permits	6,450	7,900	19.75%	40,000	39,172
Contractor License	7,400	14,600	29.20%	50,000	55,985
House Moving Permits	-	-		-	-
Permit Fee - Clearing	-	-		-	-
Interest Earnings	27,291	52,648	105.30%	50,000	250,648
Copying/Printing Fees	28	19		-	19
Platting Fees	20,305	18,215	21.43%	85,000	83,941
Miscellaneous Income	-	-		-	-
Contractor Testing Fees	-	-		-	-
Subdivision Plan Review	5,000	7,000	11.67%	60,000	24,000
CLG Grant	-	-		-	-
Total Revenues	**636,768**	**766,647**	**31.53%**	**2,431,484**	**3,240,209**
Expenditures					
Planning and Zoning	216,206	225,231	14.49%	1,554,775	1,292,898
Building Services	347,498	365,873	21.59%	1,694,976	1,584,877
Total Expenditures	**563,704**	**591,104**	**18.19%**	**3,249,751**	**2,877,775**
Transfer Out	-	-		-	-
Productivity Fund (639)	-	-		-	-
Ending Fund Balance				**2,197,780**	**3,378,481**

Water Utilities Fund(502)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Unreserved Fund Balance				$ 10,470,358	$ 10,470,358
Operating Reserve				6,012,798	6,012,798
Beginning Fund Balance / Working Capital				**16,483,156**	**16,483,156**
Revenues					
Use of Money and Property	197,587	83,933	15.93%	526,734	563,180
Charges for Current Services	13,286,330	14,889,175	22.11%	67,351,360	64,591,683
Miscellaneous Income	24,428	23,830	41.23%	57,800	68,925
Total Revenues	**13,508,345**	**14,996,938**	**22.08%**	**67,935,894**	**65,223,788**
Expenditures					
741 Administration	1,262,098	2,300,938	32.04%	7,182,318	6,662,328
742 Water Office	519,762	674,157	21.80%	3,092,409	3,252,777
743 Water Distribution	1,374,731	1,324,265	25.29%	5,235,558	5,030,286
744 Water Plant	1,816,518	1,751,825	16.41%	10,677,624	9,911,520
745 Waste Collection	866,711	1,480,004	34.56%	4,282,510	4,080,438
746 Waste Treatment	1,231,678	1,410,946	22.69%	6,219,330	5,796,292
747 Lake Tyler	200,184	350,083	22.95%	1,525,658	1,482,410
749 GIS	305,070	321,686	23.52%	1,367,712	1,365,171
1741 Purchasing	71,782	80,295	24.95%	321,763	308,968
1745 CD/CMOM (Regulatory Monitoring)	650,184	715,820	15.88%	4,506,336	4,506,337
1746 Sludge Disposal	327,770	872,386	41.93%	2,080,510	1,878,730
Total Expenditures	**8,626,486**	**11,282,405**	**24.27%**	**46,491,728**	**44,275,257**
Transfer In	-	-		-	-
(Transfer Out)	*(3,467,173)*	*(16,573,566)*		*(22,094,857)*	*(22,094,856)*
Economic Development Fund (208)	(43,750)	(43,750)	25.00%	(175,000)	(175,000)
Utilities Capital Fund (503)	(1,375,000)	(14,483,136)	100.00%	(14,483,136)	(14,483,136)
Productivity Fund (639)	(250,000)	(250,000)	100.00%	(250,000)	(250,000)
Property and Facility Fund (663)	(12,663)	(12,663)	25.00%	(50,653)	(50,652)
Debt Service Fund (504)	(1,673,259)	(1,671,517)	25.00%	(6,686,068)	(6,686,068)
Technology Fund (671)	(112,500)	(112,500)	25.00%	(450,000)	(450,000)
General Capital Fund (102)	-	-		-	-
Unreserved Fund Balance				8,858,706	8,695,542
Operating Reserve				6,973,759	6,641,289
Ending Fund Balance / Working Capital				**$ 15,832,465**	**$ 15,336,831**

Water Utilities Fund(502)
Statement of Revenues
Fiscal Year 2024-2025

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Use of Money and Property					
Lake Tyler Lot Rental	71,680	88,836	122.36%	72,604	$ 88,836
Lake Tyler Marina	21,501	12,346	37.27%	33,130	30,647
Barge Concession	4,604	3,869	18.43%	21,000	29,816
Interest Earnings	99,802	(21,119)	-5.28%	400,000	413,881
Total Use of Money and Property	**197,587**	**83,933**	**15.93%**	**526,734**	**563,180**
Charges for Current Services					
Meter Activation	70,855	93,991	23.50%	400,000	434,784
Water Service	21,300	24,175	12.09%	200,000	155,569
Sewer Service	34,850	43,950	29.30%	150,000	119,390
Sewer Activation	1,776	2,279	13.81%	16,500	11,465
EMS Billing Fees	-	-	0.00%	7,953	7,952
Water System Fee	27,932	27,009	23.02%	117,321	118,158
Meter Set & Test Fees	6,383	5,350	28.16%	19,000	20,475
Plug Fee	900	-	0.00%	7,500	800
After Hrs./Additional Trip Fees	13,204	11,450	25.44%	45,000	45,110
Water Quality Fee	33,909	32,971	22.54%	146,286	143,793
Current Water Sales	6,919,443	7,464,814	22.58%	33,064,216	31,304,655
Miscellaneous Water Sales	5,570	9,005	45.02%	20,000	19,898
Old Account Collection Fees	-	-		-	-
Reconnect Fees	84,175	103,800	26.62%	390,000	412,775
Overhead Reimbursment from Solid Waste Fund	86,971	86,097	25.00%	344,386	344,384
Sewer Charges	5,012,305	6,157,754	21.42%	28,743,208	27,095,382
Labor & Equipment	72,945	7,803	11.15%	70,000	67,513
Water Connect Fees	58,400	55,450	21.75%	255,000	250,961
Septic Tank Dumping Fees	267,877	324,228	29.34%	1,105,000	1,276,959
Wholesale Water Sales	398,319	304,156	20.28%	1,500,000	2,023,890
Late Notice Fees	112,764	81,090	16.22%	500,000	492,863
Fire Line Charges	45,223	39,525	20.49%	192,875	187,791
Overhead Reimbursment from Storm Water Fund	11,230	14,279	25.00%	57,115	57,116
Total Charges for Current Services	**13,286,330**	**14,889,175**	**22.11%**	**67,351,360**	**64,591,683**
Miscellaneous					
Miscellaneous Income	13,488	11,265	37.55%	30,000	27,940
Lake Tyler East Registration	2,750	2,800	100.00%	2,800	2,800
Returned Check Fees	8,190	9,765	39.06%	25,000	38,185
Total Miscellaneous	**24,428**	**23,830**	**41.23%**	**57,800**	**68,925**
Total Revenues	**$ 13,508,345**	**$ 14,996,938**	**22.08%**	**$ 67,935,894**	**$ 65,223,788**

Solid Waste Fund(560)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Operating Reserve				2,708,427	2,708,427
Unreserved Fund Balance				(2,109,914)	(2,109,914)
Beginning Fund Balance / Working Capital				**598,513**	**598,513**
Revenues					
Interest and Rental Income	(1,243)	3,075	61.50%	5,000	12,390
Charges for Residential Serv.	2,254,293	2,190,770	21.33%	10,272,855	10,056,715
Charges for Commercial Serv.	1,123,172	1,161,070	21.53%	5,393,886	5,215,799
Recycle Sales	12,892	26,416	37.74%	70,000	98,641
Roll-Off	401,047	449,039	21.38%	2,100,000	1,791,362
Miscellaneous	246,692	211,794	14.18%	1,493,462	1,479,439
Total Revenues	**4,036,853**	**4,042,164**	**20.91%**	**19,335,203**	**18,654,346**
Expenditures					
Administration	458,372	959,512	44.97%	2,133,526	2,134,075
Residential Collection	1,853,747	1,401,087	18.96%	7,390,083	6,396,066
Commercial Collection	1,076,365	1,104,798	20.02%	5,518,390	5,592,837
Keep Tyler Beautiful	56,117	48,892	22.31%	219,176	216,931
Code Enforcement	296,631	383,336	29.13%	1,315,797	1,365,246
Total Expenditures	**3,741,231**	**3,897,626**	**23.51%**	**16,576,972**	**15,705,155**
(Transfer Out)	*(331,413)*	*(937,500)*	*79.74%*	*(1,175,653)*	*(1,175,653)*
Economic Development Fund (208)	-	-		-	-
SW Capital Fund (562)	(206,250)	(825,000)	100.00%	(825,000)	(825,000)
Productivity Fund (639)	(50,000)	(50,000)	100.00%	(50,000)	(50,000)
Property and Facility Fund (663)	(12,663)	-	0.00%	(50,653)	(50,653)
Technology Fund (671)	(62,500)	(62,500)	25.00%	(250,000)	(250,000)
Operating Reserve				2,486,546	2,355,773
Unreserved Fund Balance				(305,455)	16,278
Ending Fund Balance / Working Capital				**2,181,091**	**2,372,051**

Solid Waste Fund(560)
Statement of Revenues
Fiscal Year 2024-2025

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Use of Money and Property					
Rent - Miscellaneous	$ 2,470	$ 3,075	61.50%	$ 5,000	$ 12,390
Interest Earnings	(3,713)	-		-	-
Total Use of Money and Property	**(1,243)**	**3,075**	**61.50%**	**5,000**	**12,390**
Charges for Current Services					
Residential Sanitation Fees	2,232,909	2,177,419	21.43%	10,162,855	9,996,671
Special Pickup Revenue	21,384	13,352	12.14%	110,000	60,044
Commercial Fees	1,123,172	1,161,070	21.53%	5,393,886	5,215,799
Roll-Off Collection Fees	401,047	449,039	21.38%	2,100,000	1,791,362
Total Charges for Current Services	**3,778,512**	**3,800,879**	**21.39%**	**17,766,741**	**17,063,876**
Recycle Sales					
Recycle Sales	12,892	26,416	37.74%	70,000	98,641
Total Recycle Sales	**12,892**	**26,416**	**37.74%**	**70,000**	**98,641**
Miscellaneous Income					
Landfill Royalty Fee	81,553	200,050	21.06%	950,000	1,190,832
Miscellaneous Income	165,139	11,745	2.16%	543,462	288,607
Total Miscellaneous Income	**246,692**	**211,794**	**14.18%**	**1,493,462**	**1,479,439**
Total Revenues	**$ 4,036,853**	**$ 4,042,164**	**20.91%**	**$ 19,335,203**	**$ 18,654,346**

Airport Operating Fund (524)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Reserve for Construction				$ 300	$ 300
Reserve for Customer Facility				459,701	459,701
Unreserve Working Capital				1,215,746	1,215,746
Beginning Fund Balance				**1,675,747**	**1,675,747**
Revenues					
Use of Money and Property	296,990	320,369	27.35%	1,171,216	1,220,060
Current Service Charges	42,864	31,021	20.07%	154,600	151,521
Customer Facility Service Charges	43,915	28,869	28.87%	100,000	100,869
Miscellaneous Income	4,399	4,547	31.42%	14,472	13,546
Other Agencies	-	-	0.00%	468,372	468,000
Total Revenues	**388,168**	**384,806**		**1,908,660**	**1,953,996**
Expenditures					
Airport					
Operations	282,777	530,604	29.94%	1,772,424	1,802,059
Capital	-	-		-	-
Contingency	-	-	0.00%	50,000	-
Airport Total	**282,777**	**530,604**		**1,822,424**	**1,802,059**
Customer Facility					
Wash Bay Maintenance	-	-	0.00%	10,000	-
Wash Bay Debt Service	-	-	0.00%	105,680	111,000
Total Customer Facility	**-**	**-**		**115,680**	**111,000**
Total Expenditures	**282,777**	**530,604**		**1,938,104**	**1,913,059**
Transfer In	-	-		*72,000*	-
PFC (234)	-	-	0.00%	72,000	-
Transfer Out	*(9,250)*	*(9,250)*		*(87,000)*	*(87,000)*
Airport Grant Fund (525)	-	-	0.00%	(50,000)	(50,000)
Technology Fund (671)	(9,250)	(9,250)	25.00%	(37,000)	(37,000)
Productivity Fund (639)	-	-		-	-
Reserve for Construction				300	300
Reserve for Customer Facility				444,021	449,570
Unreserve Working Capital				1,186,982	1,179,814
Ending Fund Balance				**$ 1,631,303**	**$ 1,629,684**

Airport Operating Fund (524)
Revenue Detail
Fiscal Year 2024-2025

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Use of Money and Property					
Airline Facilities Rental	11,250	11,250	25.00%	45,000	45,000
Airport Long-Term Parking	121,459	121,495	26.59%	457,000	481,496
Interest Earnings	7,196	13,585	39.96%	34,000	67,584
Landing Fees	10,260	14,364	35.89%	40,022	45,864
Restaurant Concessions	3,161	2,077	21.87%	9,500	7,477
FAA Building Rental	14,352	16,232	27.51%	59,005	54,878
Car Leasing Rental	80,998	91,944	30.47%	301,800	301,944
Agricultural Lease	-	-	0.00%	1,693	1,200
Hangar Land Lease	37,846	37,464	23.49%	159,484	154,392
HAMM	-	-	0.00%	15,000	15,000
Common Use Fees	4,553	4,519	29.71%	15,212	18,019
Wash Bay Fees	4,533	6,057	52.67%	11,500	15,057
Non Aviation Land Lease	1,382	1,382	6.28%	22,000	12,149
Total Use of Money and Property	**296,990**	**320,369**		**1,171,216**	**1,220,060**
Current Service Charges					
Airport Fuel Flowage	20,839	20,881	29.00%	72,000	79,381
Customer Facility Charge	43,915	28,869	28.87%	100,000	100,869
Advertising Space Fees	22,025	10,140	12.28%	82,600	72,140
Total Current Service Charges	**86,779**	**59,890**	**23.52%**	**254,600**	**252,390**
Miscellaneous Income					
Miscellaneous Income	3,535	3,920	34.17%	11,472	12,920
Oil Leases and Royalties	864	627	20.88%	3,000	626
Total Miscellaneous Income	**4,399**	**4,547**	**31.42%**	**14,472**	**13,546**
Other Agencies					
ARPA - Airport	-	-	0.00%	468,372	468,000
CRRSSA Grant	-	-		-	-
Total Other Agencies	**-**	**-**	**0.00%**	**468,372**	**468,000**
Total Revenues	**388,168**	**384,806**	**20.16%**	**1,908,660**	**1,953,996**

Hotel Tax Fund(211)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Unreserved Fund Balance				$ 3,302,673	$ 3,302,673
Reserve (2% Tax)				(1,744,905)	(1,744,905)
Beginning Fund Balance / Working Capital				**1,557,768**	**1,557,768**
Revenues					
7 % Occupancy Tax	811,991	856,438	24.85%	3,447,002	3,677,438
2 % Occupancy Tax	233,016	245,799	25.14%	977,807	1,088,799
Interest Earnings	(1,277)	5,126	34.17%	15,000	32,126
Donations	500,000	-	0.00%	500,000	500,000
Total Revenues	**1,543,730**	**1,107,362**		**4,939,809**	**5,298,363**
Expenditures					
Texas Rose Festival	15,000	15,000	100.00%	15,000	15,000
Discovery Place	32,400	25,000	100.00%	25,000	25,000
Symphony	50,000	45,000	100.00%	45,000	45,000
Museum of Art	35,000	30,000	100.00%	30,000	30,000
Historical Museum	13,500	10,000	100.00%	10,000	10,000
Visitors and Convention Bureau	188,625	368,500	50.00%	737,000	737,000
Tyler Civic Theatre	-	-		-	-
McClendon House	4,500	-		-	-
Historic Aviation Museum	13,500	13,000	100.00%	13,000	13,000
Texas Hotel & Lodging Dues	-	-		-	-
2% Convention Center Facility	1,629,691	-	0.00%	210,100	287,953
Sport Tyler Award	-	-	0.00%	25,000	25,000
Special Services	9,158	-	0.00%	65,000	50,700
Parking Lot Improvement	-	-	0.00%	25,000	132,000
Tournament Expenses	-	-		-	-
Contingencies	-	-		-	-
Total Expenditures	**1,991,374**	**506,500**		**1,200,100**	**1,370,653**
Transfers In	-	-		-	-
Half Cent (231)	-	-		-	-
Rainy Day Fund (235)	-	-		-	-
(Transfers Out)	*(1,324,850)*	*(744,251)*		*(3,596,002)*	*(3,596,000)*
Tourism Fund (219)	(725,000)	(744,251)	25.00%	(2,977,002)	(2,977,000)
Debt Service Fund (302)	(593,600)	-	0.00%	(594,000)	(594,000)
Property and Facility Management (663)	(6,250)	-	0.00%	(25,000)	(25,000)
(Roof Replacement Tourism)					
Unreserved Fund Balance				2,678,673	2,333,537
Reserve (2% Tax)				(977,198)	(444,059)
Ending Fund Balance / Working Capital				**$ 1,701,475**	**$ 1,889,478**

Rainy Day Fund(235)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Beginning Fund Balance / Working Capital				**$ 7,297,157**	**$ 7,297,157**
Revenues					
Oil Leases and Royalties	8,055	5,578	10.14%	55,000	27,703
Sale of Property	-	-		-	-
Interest Earnings	68,315	75,989	33.77%	225,000	372,989
Total Revenues	**76,370**	**81,567**		**280,000**	**400,692**
Expenditures					
Downtown Property Maintenance	-	-		-	-
Special Services	975,000	-		-	-
Building Improvements	-	-		-	-
Contingencies	-	-	0.00%	100,000	-
Total Expenditures	**975,000**	**-**		**100,000**	**-**
Transfers In	-	-		-	-
General Fund (101)	-	-		-	-
(Transfers Out)	-	-		-	-
Hotel Tax Fund (211)	-	-		-	-
General Capital Projects Fund (102)	-	-		-	-
Ending Fund Balance / Working Capital				**$ 7,477,157**	**$ 7,697,849**

Risk Fund(650)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Reserved for Workers Comp.				$ 2,987,701	$ 2,987,701
Reserved Property/Liability				995,900	995,900
Beginning Fund Balance / Working Capital				**3,983,601**	**3,983,601**
Revenues					
Distributed Interest	9,760	58,638	68.99%	85,000	256,638
Special Event Policy	100	3,969	0	15,500	15,497
Unemployment / Disability Premiums	28,093	30,246	26.66%	113,450	113,451
Property and Liability Premiums	12,095	1,919,421	87.26%	2,199,704	2,199,828
Workers Comp Premiums	562,988	571,150	53.74%	1,062,746	1,062,748
Outside Agency - ARPA Reimbursement	-	-		-	-
Total Revenues	**613,035**	**2,583,423**		**3,476,400**	**3,648,162**
Expenditures					
Employee Cost	51,207	56,701	25.20%	225,040	233,882
Unemployment / Disability	27,726	70,813	30.56%	231,693	231,688
Property and Liability	1,275,817	1,511,137	69.36%	2,178,712	2,167,183
Workers Comp	273,997	226,883	24.73%	917,287	917,283
Contingency	-	-	-	500,000	500,000
Total Expenditures	**1,628,746**	**1,865,535**		**4,052,732**	**4,050,036**
Transfer Out	-	-		*1,880*	-
Productivity Fund (639)	-	-	0.00%	1,880	-
Reserved for Workers Comp.				2,556,862	2,686,295
Reserved Property/Liability				852,287	895,432
Ending Fund Balance / Working Capital				**$ 3,409,149**	**$ 3,581,727**

Employee Benefits Fund(661)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Beginning Fund Balance				**$ 3,401,265**	**$ 3,401,265**
Revenues					
Health Benefits	3,110,207	3,546,210	22.25%	15,941,084	15,581,283
Dental Benefits	98,696	99,813	22.89%	435,988	400,116
Life Insurance	53,529	74,337	33.59%	221,275	296,943
Other Benefits	195,538	293,204	75.00%	514,086	735,838
Interest Earnings	28,952	43,217	164.08%	26,339	196,218
Outside Agencies -Grant Reimbursement	-	-		-	-
Total Revenues	**3,486,921**	**4,056,781**		**17,138,772**	**17,210,398**
Expenditures					
Health Benefits	3,522,869	4,131,970	26.03%	15,875,039	15,986,136
Dental Benefits	103,196	118,080	22.29%	529,708	533,029
Life Insurance	35,927	49,510	15.87%	312,000	293,990
Other Benefits	6,187	5,977	21.73%	27,506	17,931
Affordable Care Act	-	-	-	6,789	7,000
Special Services	9,056	18,412	24.69%	74,572	74,465
Travel and Training	-	-	-	2,000	1,900
Benefit Analyst	13,090	32,111	25.58%	125,549	136,476
Vision Insurance	24,714	23,213	-	89,983	93,476
Total Expenditures	**3,715,039**	**4,379,274**		**17,043,146**	**17,144,403**
Transfer In	-	-		-	-
(Transfer Out)	-	-		-	-
Ending Fund Balance				**$ 3,496,891**	**$ 3,467,260**

Employee Benefits Fund(661)
Statement of Revenues
Fiscal Year 2024-2025

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Interest Earnings	$ 28,952	$ 43,217	164.08%	$ 26,339	$ 196,218
Employee Assistance Program	5,949	5,949	22.71%	26,196	17,903
Section 125 Forfeiture	-	-		-	-
Health Benefits Paid by City	2,544,666	2,925,441	23.24%	12,587,438	13,089,497
Health Benefits paid by employee	565,541	620,769	18.51%	3,353,646	2,491,786
COBRA Premiums	50	95,188		-	97,009
Dental Benefits paid by employees	69,615	70,894	24.34%	291,305	283,762
Dental Benefits paid by City	29,081	28,919	19.99%	144,683	116,354
Life Insurance Premiums paid by City	1,825	1,826	22.24%	8,210	7,361
Life Insurance Premiums paid by employees	51,703	72,511	34.03%	213,065	289,582
Miscellaneous Income - Rebates	170,810	124,468	31.12%	400,000	454,003
Stop loss Reimbursement	-	48,987		-	94,608
Vision Insurance	18,729	18,612	21.18%	87,890	72,315
Outside Agency - ARPA Reimbursement	-	-		-	-
Total Revenues	**$ 3,486,921**	**$ 4,056,781**	**23.67%**	**$ 17,138,772**	**$ 17,210,398**

Employee Benefits Fund(661)
Statement of Expenditures
Fiscal Year 2024-2025

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Benefit Analyst	$ 13,090	$ 32,111	25.58%	$ 125,549	$ 136,476
Life Insurance Premiums	35,927	49,510	15.87%	312,000	293,990
Affordable Care Act	-	-	-	6,789	7,000
Special Services	9,056	18,412	24.69%	74,572	74,465
Travel and Training	-	-	-	2,000	1,900
Employee Assistance Program Fees	6,187	5,977	21.73%	27,506	17,931
Health Claim Payments	2,518,340	3,111,653	31.61%	9,843,572	10,277,242
Rx Claims	763,419	695,805	14.99%	4,641,046	4,309,452
Dental Administrative Fees	4,338	4,342	19.83%	21,898	17,510
Dental Claim	98,858	113,738	22.40%	507,810	515,519
Health Admin Fees	20,604	119,937	29.24%	410,222	484,476
Health Stop loss	220,507	204,575	20.87%	980,199	914,966
Vision Insurance	24,714	23,213	25.80%	89,983	93,476
Total Expenditures	**$ 3,715,039**	**$ 4,379,274**	**25.70%**	**$ 17,043,146**	**$ 17,144,403**

Retiree Benefits Fund(761)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Beginning Fund Balance/Reserved for Commitments				**$ 78,922**	**$ 78,922**
Revenues					
Health Benefits	106,040	-	0.00%	3,132,248	2,967,554
Dental Benefits	31,634	-	0.00%	89,990	80,500
Interest Earnings	-	-		-	-
Total Revenues	**137,673**	**-**	**0.00%**	**3,222,238**	**3,048,054**
Expenditures					
Health Benefits	641,986	604,155	20.87%	2,894,599	2,743,230
Dental Benefits	41,535	37,529	19.59%	191,582	185,932
Life Insurance	5,280	4,883	13.35%	36,571	26,862
Special Services	3,487	7,180	17.19%	41,770	31,768
Benefit Analyst	5,610	13,762	25.60%	53,756	56,813
Affordable Care Act	-	-	0.00%	511	-
Total Expenditures	**697,898**	**667,509**	**20.74%**	**3,218,789**	**3,044,605**
Transfer In					
(Transfer Out)	-	-		-	-
Ending Fund Balance/Reserved for Commitments				**$ 82,371**	**$ 82,371**

Retiree Benefits Fund(761)
Statement of Revenues
Fiscal Year 2024-2025

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Interest Earnings	$ -	$ -		$ -	$ -
Retiree Health Premium	34,871	-	0.00%	233,953	287,817
Retiree Medicare Supplemental Ins Premiums	71,168	-	0.00%	476,134	408,000
Retiree Dental Premium	31,634	-	0.00%	89,990	80,500
PARS Trust Fund Reimbursement	-	-	0.00%	2,422,161	2,271,737
Health Stop Loss	-	-		-	-
Total Revenues	**$ 137,673**	**$ -**	**$ -**	**$ 3,222,238**	**$ 3,048,054**

Retiree Benefits Fund(761)
Statement of Expenditures
Fiscal Year 2024-2025

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Life Insurance	$ 5,280	$ 4,883	13.35%	$ 36,571	$ 26,862
Benefit Analyst	5,610	13,762	25.60%	53,756	56,813
Special Services	3,487	7,180	17.19%	41,770	31,768
Medicare Supplement	309,233	328,567	32.81%	1,001,394	1,029,113
Health Claim Payments	215,355	166,422	13.41%	1,240,624	1,077,279
Rx Claims	78,263	73,869	14.99%	492,828	477,081
Dental Administrative Fees	2,279	2,217	26.30%	8,430	2,216
Dental Claim	39,257	35,312	19.28%	183,152	183,716
Health Admin Fees	14,975	13,455	24.83%	54,185	54,189
Health Stop loss	24,160	21,841	20.69%	105,568	105,568
Affordable Care Act	-	-	0.00%	511	-
Total Expenditures	**$ 697,898**	**$ 667,509**	**20.74%**	**$ 3,218,789**	**$ 3,044,605**

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-3

Date: February 26, 2025

Subject: Request that the City Council consider approving the appointment of two Alternate Tyler Municipal Court Judges by the Presiding Judge.

Item Reference:

Currently, the Tyler Municipal Court has two sitting judges: the Presiding Judge - Judge Amy McCullough, and the Alternate Judge - Judge James Huggler. It was determined that additional assistance was needed at the Court to cover dockets in the event of illness, emergency, or other events that would cause one of the sitting judges' absence.

The City sent out a request for qualifications to assist in the search and selection of additional alternate municipal court judges. Out of five submissions, the selection committee, consisting of the two sitting Municipal Court Judges and the City Attorney, has recommended two alternate judges to be appointed.

With the approval of the City Manager, and the City Council, Presiding Judge McCullough appoints Attorney Kristina Ross and Attorney Tab Beall as Alternate Judges of the City of Tyler Municipal Court,

RECOMMENDATION:

Request the City Council consider approving the appointment of two alternate Tyler Municipal Court judges by the Presiding Judge.

Drafted/Recommended By:
Department Leader Keidric Trimble

Edited/Submitted By:
City Manager

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. B-1

Date: February 26, 2025

Subject: Request that the City Council consider appointing Max Slicker as the Chair of the Construction Board of Adjustments and Appeals.

Item Reference: **Code of Ordinances, Article III, Sec. 1-20 f (2) Vacancies**

At a City Council meeting held January 8, 2025, the City Council appointed seven (7) members to the Construction Board of Adjustments and Appeals. Tyler City Code Section 1-20.f.2 provides that the presiding officer of each City Board shall be appointed annually by the City Council from the ranks of the regular members. At the January 8, 2025, City Council meeting the City Council did not appoint a Chair due to the board members being newly appointed.

The Construction Board of Adjustment and Appeals Board met and requested that board member Max Slicker be appointed as the Chair of the Construction Board of Adjustments and Appeals.

RECOMMENDATION:

Request that the City Council consider appointing Max Slicker as the Chair of the Construction Board of Adjustments and Appeals.

Drafted/Recommended By:
Department Leader Cassandra Brager, City Clerk

Edited/Submitted By:
City Manager

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-1

Date: February 26, 2025

Subject: Request that the City Council consider reviewing and accepting the Investment Report for the quarter ending December 31, 2024.

Item Reference:

The City of Tyler Investment Portfolio Summary includes all of the core information required under the Public Funds Investment Act plus some additional supporting information that has been prepared to assist the City Council in the quarterly review process. Please reference the attachment labeled as Investments held on December 31, 2024.

RECOMMENDATION:

Request that the City Council consider reviewing and accepting the Investment Report for the quarter ending December 31, 2024.

Attachments:
Investment Portfolio December 31, 2024 Signed
Investments_held_on_December_31
Market Outlook 2025 01 10

Drafted/Recommended By:
Department Leader Keidric Trimble, CFO

Edited/Submitted By:
City Manager

INVESTMENT PORTFOLIO SUMMARY

For the Quarter Ended

December 31, 2024

Prepared by

Valley View Consulting, L.L.C.

The investment portfolio of the City of Tyler is in compliance with the Public Funds Investment Act and the Investment Policy.

Chief Financial Officer

Controller

Accounting Manager

Disclaimer: These reports were compiled using information provided by the City. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

Summary
Quarter End Results by Investment Category

City Funds

Asset Type	September 30, 2024 Ave. Yield	September 30, 2024 Book Value	September 30, 2024 Market Value	December 31, 2024 Ave. Yield	December 31, 2024 Book Value	December 31, 2024 Market Value
Pools/Bank	3.74%	$ 13,857,201	$ 13,857,201	3.76%	$ 19,989,398	$ 19,989,398
Securities/CDs	4.98%	119,061,762	119,061,762	5.00%	113,552,636	113,552,636
Totals	4.85%	**$ 132,918,963**	**$ 132,918,963**	4.82%	**$ 133,542,034**	**$ 133,542,034**

Current Quarter Average Yield *(1)*

Total Portfolio	4.82%

Fiscal Year-to-Date Average Yield *(2)*

Total Portfolio	4.82%

Interest Earnings

Quarterly Interest Income	$ 1,585,531	Approximate
Year-to-date Interest Income	$ 1,585,531	Approximate

Bank Fees Offset

Quarterly Bank Fees Offset	$ 10,581
Year-to-date Bank Fees Offset	$ 10,581

Hotel Bond

Asset Type	September 30, 2024 Ave. Yield	September 30, 2024 Book Value	September 30, 2024 Market Value	December 31, 2024 Ave. Yield	December 31, 2024 Book Value	December 31, 2024 Market Value
Pools/Bank	5.23%	$ 5,656	$ 5,656	4.69%	$ 5,725	$ 5,725
Totals	5.23%	**$ 5,656**	**$ 5,656**	4.69%	**$ 5,725**	**$ 5,725**

Current Quarter Average Yield *(1)*

Total Portfolio	4.69%

Fiscal Year-to-Date Average Yield *(2)*

Total Portfolio	4.69%

Interest Earnings

Quarterly Interest Income	$ 69	Approximate
Year-to-date Interest Income	$ 69	Approximate

Summary
Quarter End Results by Investment Category

Water Utilities Revenue Bond

Asset Type	September 30, 2024 Ave. Yield	September 30, 2024 Book Value	September 30, 2024 Market Value	December 31, 2024 Ave. Yield	December 31, 2024 Book Value	December 31, 2024 Market Value
Pools/Bank	5.12%	$ 46,105,688	$ 46,105,688	4.84%	$ 36,189,794	$ 36,189,794
Totals	5.13%	**$ 46,105,688**	**$ 46,105,688**	4.84%	**$ 36,189,794**	**$ 36,189,794**

Current Quarter Average Yield *(1)*

Total Portfolio	4.84%

Fiscal Year-to-Date Average Yield *(2)*

Total Portfolio	4.84%

Interest Earnings

Quarterly Interest Income	$ 527,648	Approximate
Year-to-date Interest Income	$ 527,648	Approximate

Total Portfolio

Current Quarter Average Yield *(1)*

Total Portfolio	4.82%
Rolling Three Month Treasury	4.56%
Rolling Six Month Treasury	4.63%
TexPool	4.56%

Fiscal Year-to-Date Average Yield *(2)*

Total Portfolio	4.82%
Rolling Three Month Treasury	4.56%
Rolling Six Month Treasury	4.63%
TexPool	4.56%

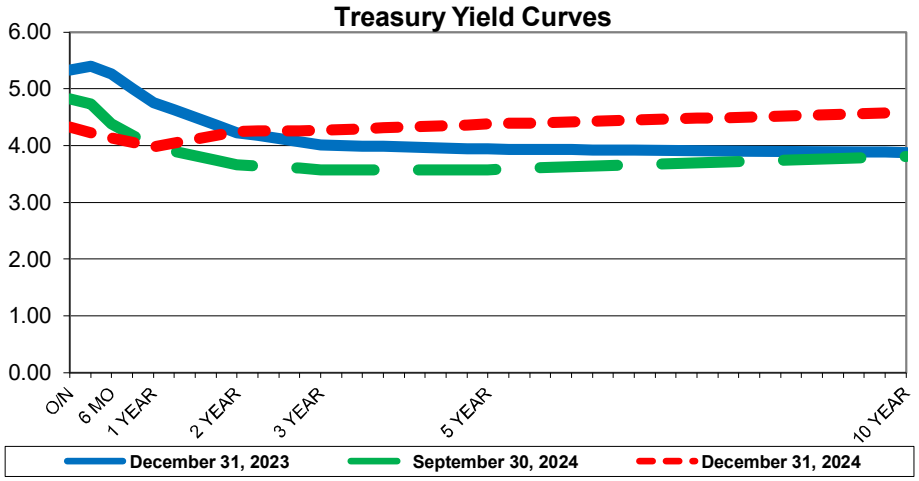
(1) **Current Quarter Weighted Average Yield** - calculated using quarter end report yields and adjusted book values; does not reflect a total return analysis, realized or unrealized gains/losses, or account for investment advisory fees. The yield for the reporting month is used for bank, pool, and money market balances.

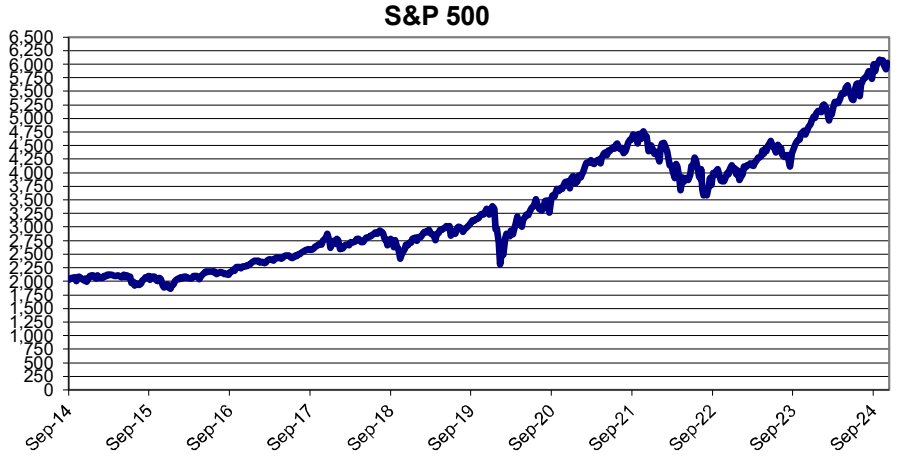
(2) **Fiscal Year-to-Date Weighted Average Yields** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

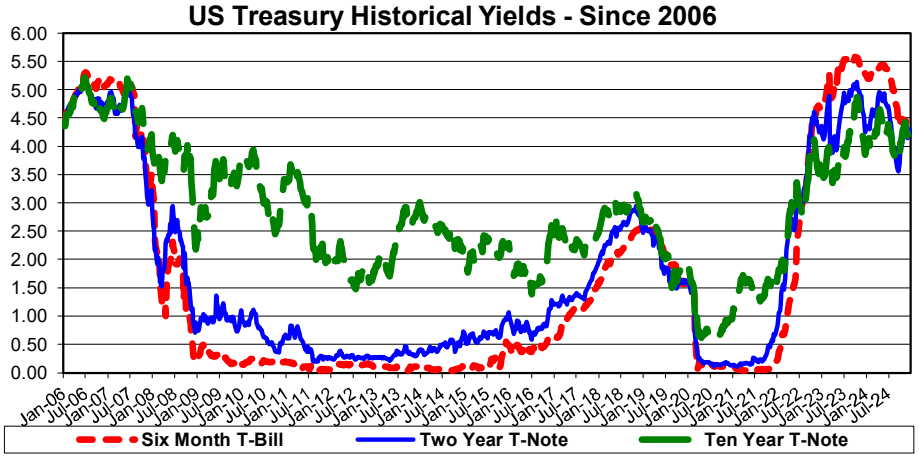
Economic Overview

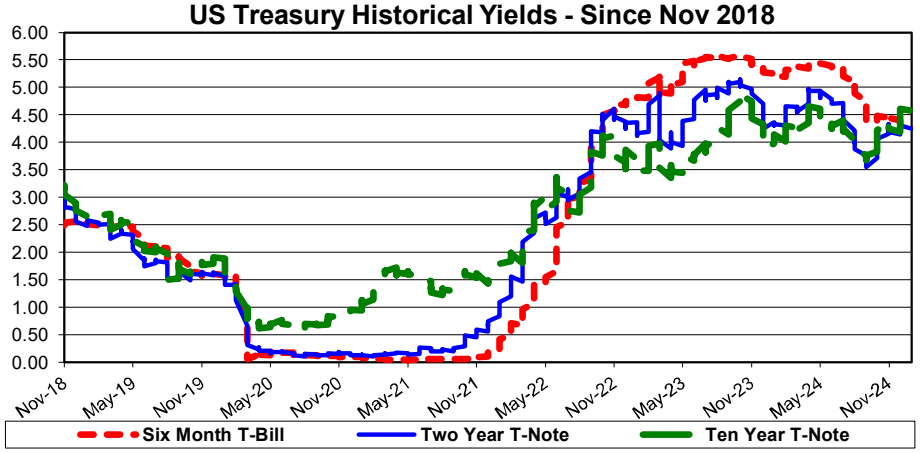
12/31/2024

The Federal Open Market Committee (FOMC) reduced the Fed Funds target range a second time to 4.25% - 4.50% (Effective Fed Funds trade +/-4.33%). Expectations for additional rate cuts have diminished with one 0.25% cut projected in March/May. The next cut might not be until October. December Non-Farm Payroll improved to +256k new jobs, with the Three Month Rolling Average falling slightly to +170k (from the previous +173k). Third Quarter 2024 GDP final number increased to +3.1. The S&P 500 Stock Index experienced some volatility but still exceeds 6,000. The yield curve adjusted to a slight checkmark shape. Crude Oil bounced +/- $70 per barrel. Inflation remains above the FOMC 2% target (Core PCE +/-2.8% and Core CPI +/-3.3%). Declining global economic outlook and ongoing/expanding international political disruptions increases uncertainty.









All numbers estimated and subject to change.

Investment Holdings

December 31, 2024

Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
City Funds										
Cash - Pooled (3)		0.80%	01/01/25	12/31/24	$ 5,014,608	$ 5,014,608	1.00	$ 5,014,608	1	0.80%
NOW		4.77%	01/01/25	12/31/24	6,488,126	6,488,126	1.00	6,488,126	1	4.77%
NOW #2		4.78%	01/01/25	12/31/24	6,929,828	6,929,828	1.00	6,929,828	1	4.78%
InterBank MMA		4.50%	01/01/25	12/31/24	1,556,835	1,556,835	1.00	1,556,835	1	4.50%
Veritex Community Bank CD		4.92%	01/27/25	01/26/24	10,976,518	10,976,518	100.00	10,976,518	27	5.03%
East West Bank CD		5.08%	02/26/25	02/26/24	9,918,990	9,918,990	100.00	9,918,990	57	5.21%
Southside Bank CD		4.70%	03/14/25	03/14/23	10,855,175	10,855,175	100.00	10,855,175	73	4.78%
American Nat'l Bank & Trust CD		4.50%	05/05/25	05/04/23	4,295,925	4,295,925	100.00	4,295,925	125	4.59%
Texas Bank CD		4.56%	06/05/25	06/08/23	8,592,968	8,592,968	100.00	8,592,968	156	4.66%
Cornerstone Capital Bank CDARS		5.31%	06/26/25	06/27/24	10,277,101	10,277,101	100.00	10,277,101	177	5.45%
Third Coast Bank CD		5.10%	06/29/25	06/29/23	5,395,280	5,395,280	100.00	5,395,280	180	5.20%
Veritex Community Bank CD		5.00%	07/11/25	07/11/23	3,220,575	3,220,575	100.00	3,220,575	192	5.12%
American Nat'l Bank & Trust CD		5.10%	08/14/25	08/17/23	3,218,417	3,218,417	100.00	3,218,417	226	5.23%
American Nat'l Bank & Trust CD		5.30%	10/23/25	10/26/23	5,324,413	5,324,413	100.00	5,324,413	296	5.44%
American Nat'l Bank & Trust CD		5.00%	11/27/25	11/29/23	3,168,099	3,168,099	100.00	3,168,099	331	5.13%
American Nat'l Bank & Trust CD		5.00%	12/04/25	12/07/23	3,165,054	3,165,054	100.00	3,165,054	338	5.13%
First Nat'l Bank CD		4.75%	02/21/26	02/21/24	10,360,830	10,360,830	100.00	10,360,830	417	4.84%
BOK Financial CDARS		4.63%	03/19/26	03/21/24	1,036,954	1,036,954	100.00	1,036,954	443	4.74%
BOK Financial CDARS		4.63%	03/26/26	03/28/24	1,036,034	1,036,034	100.00	1,036,034	450	4.74%
BOK Financial CDARS		4.63%	03/26/26	03/28/24	1,036,034	1,036,034	100.00	1,036,034	450	4.74%
BOK Financial CDARS		4.63%	04/02/26	04/04/24	207,023	207,023	100.00	207,023	457	4.75%
BOK Financial CDARS		4.63%	04/02/26	04/04/24	1,552,670	1,552,670	100.00	1,552,670	457	4.74%
BOK Financial CDARS		4.63%	04/09/26	04/11/24	827,356	827,356	100.00	827,356	464	4.74%
BOK Financial CDARS		4.63%	04/09/26	04/11/24	827,356	827,356	100.00	827,356	464	4.74%
BOK Financial CDARS		4.63%	04/16/26	04/18/24	1,859,898	1,859,898	100.00	1,859,898	471	4.74%
BOK Financial CDARS		4.63%	04/16/26	04/18/24	1,963,226	1,963,226	100.00	1,963,226	471	4.74%
NexBank CD		4.90%	04/22/26	04/22/24	8,265,835	8,265,835	100.00	8,265,835	477	5.01%
NexBank CD		4.80%	05/20/26	05/17/24	6,170,905	6,170,905	100.00	6,170,905	505	4.91%
City Funds - Sub Total					**$ 133,542,034**	**$ 133,542,034**		**$ 133,542,034**	**206**	**4.82%**
									(1)	**(2)**

Investment Holdings

December 31, 2024

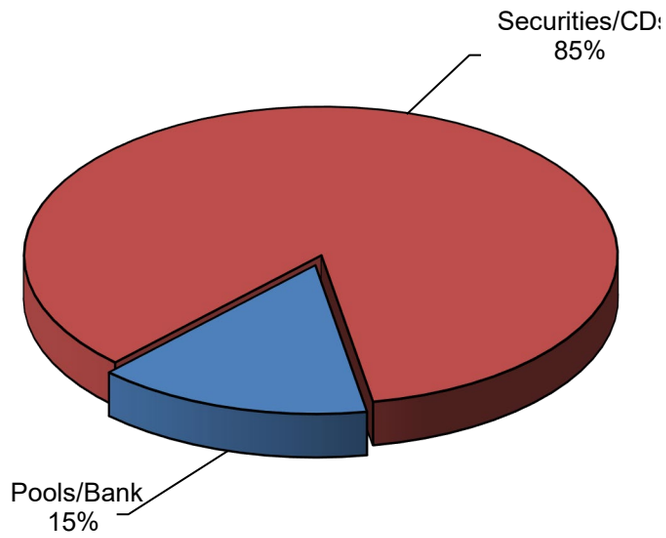
Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
Hotel Bond										
LOGIC - Hotel Bond	AAAm	4.69%	01/01/25	12/31/24	$ 5,725	$ 5,725	1.00	$ 5,725	1	4.69%
Hotel Bond - Sub Total					**$ 5,725**	**$ 5,725**		**$ 5,725**	**1**	**4.69%**
									(1)	**(2)**
Water Utilities Revenue Bond										
NOW #3 - Bond		4.78%	01/01/25	12/31/24	$ 64,800	$ 64,800	1.00	$ 64,800	1	4.78%
NOW #4 - Bond		4.85%	01/01/25	12/31/24	26,785,432	26,785,432	1.00	26,785,432	1	4.85%
NOW #5 - Bond		4.85%	01/01/25	12/31/24	8,586,375	8,586,375	1.00	8,586,375	1	4.85%
TexSTAR - Bond	AAAm	4.56%	01/01/25	12/31/24	753,186	753,186	1.00	753,186	1	4.56%
Water Utilities Revenue Bond - Sub Total					**$ 36,189,794**	**$ 36,189,794**		**$ 36,189,794**	**1**	**4.84%**
									(1)	**(2)**
Total Portfolio					**$ 169,737,552**	**$ 169,737,552**		**$ 169,737,552**	**162**	**4.82%**
									(1)	**(2)**

(1) Weighted average life - For purposes of calculating weighted average life, TexPool, TexSTAR, and bank account investments are assumed to have a one day maturity.

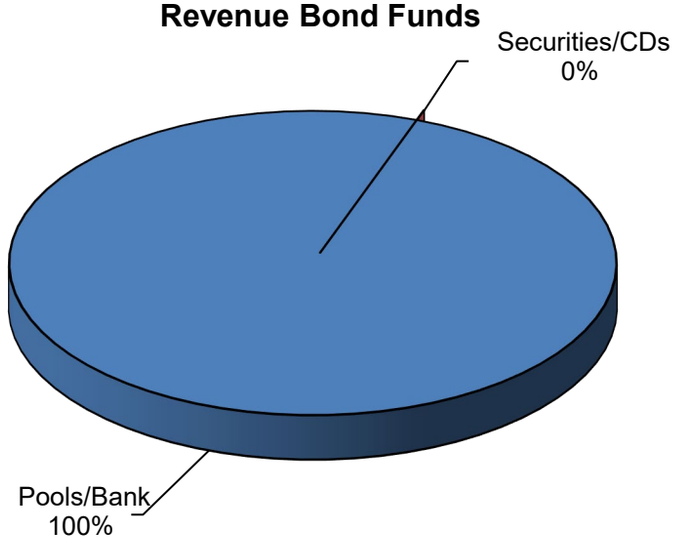
(2) Weighted average yield to maturity - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for TexPool, TexSTAR, and bank account investments.

(3) Cash - Pooled funds are used as compensating balances to offset bank service charges and do not generate hard interest.

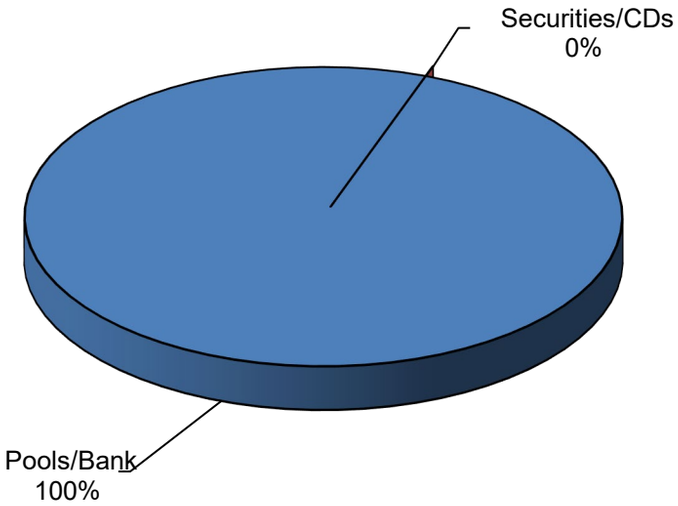
Portfolio Composition - City Funds



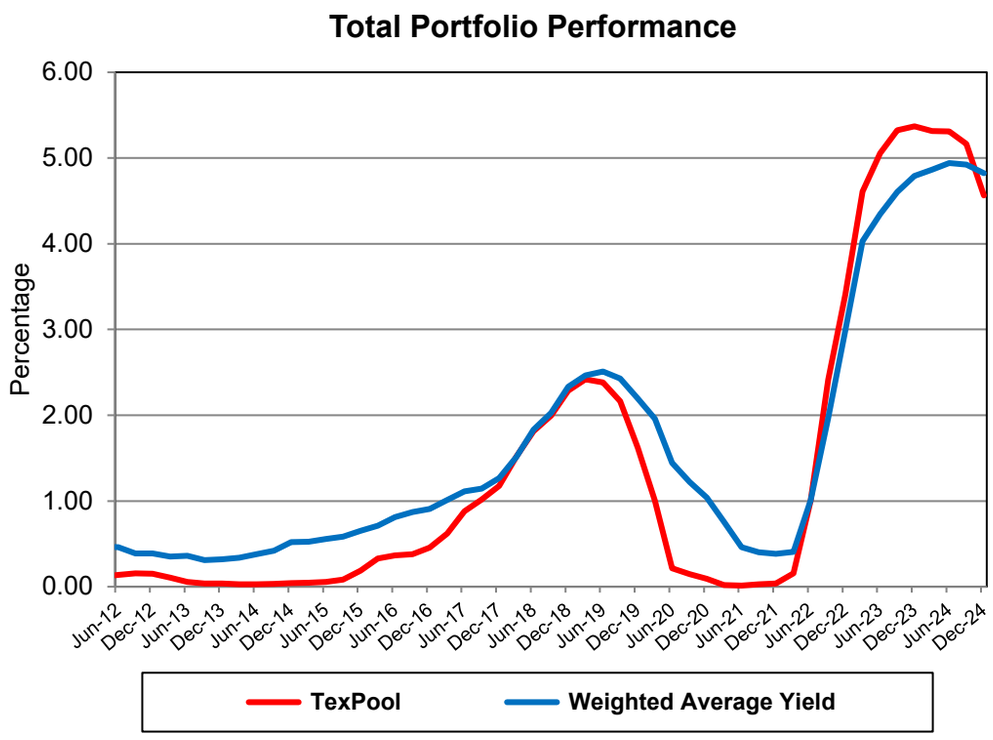
Portfolio Composition - Water Utility Revenue Bond Funds



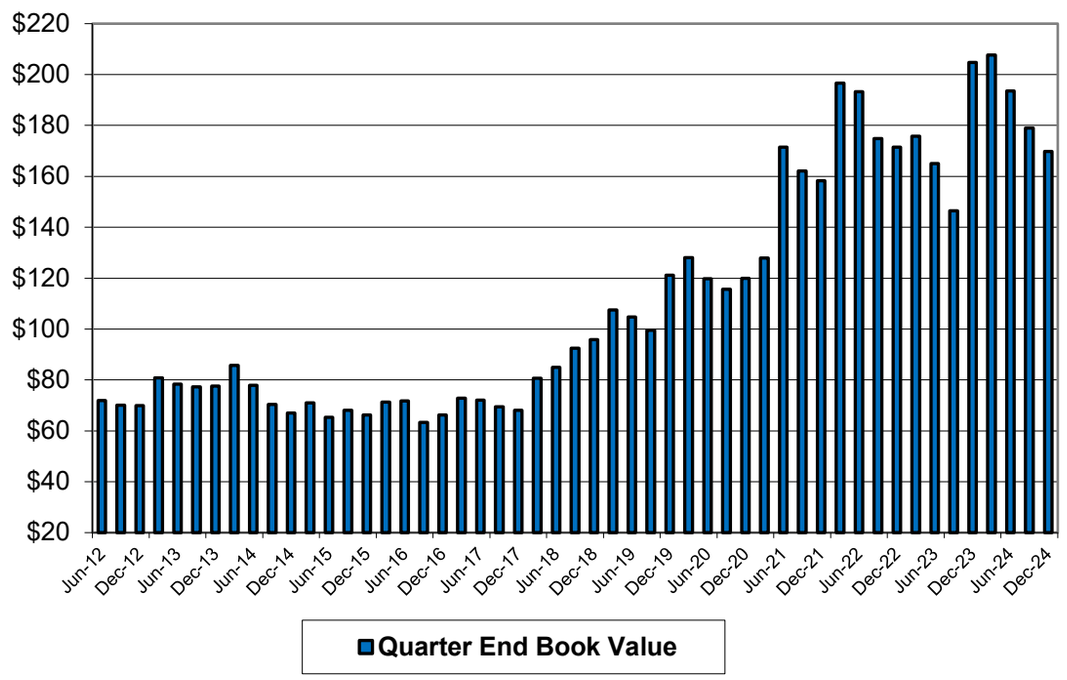
Portfolio Composition - Hotel Bond Funds



Total Portfolio Performance



Total Portfolio (Millions)



Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 09/30/24	Increases	Decreases	Book Value 12/31/24	Market Value 09/30/24	Change in Market Value	Market Value 12/31/24
Cash - Pooled	0.80%	01/01/25	$ 4,695,527	$ 319,081	$ –	$ 5,014,608	$ 4,695,527	$ 319,081	$ 5,014,608
NOW	4.77%	01/01/25	4,204,694	2,283,432	–	6,488,126	4,204,694	2,283,432	6,488,126
NOW #2	4.78%	01/01/25	3,419,030	3,510,798	–	6,929,828	3,419,030	3,510,798	6,929,828
NOW #3 - Bond	4.78%	01/01/25	365,686	–	(300,885)	64,800	365,686	(300,885)	64,800
NOW #4 - Bond	4.85%	01/01/25	29,609,311	–	(2,823,879)	26,785,432	29,609,311	(2,823,879)	26,785,432
NOW #5 - Bond	4.85%	01/01/25	15,198,066	–	(6,611,690)	8,586,375	15,198,066	(6,611,690)	8,586,375
InterBank MMA	4.50%	01/01/25	1,537,950	18,885	–	1,556,835	1,537,950	18,885	1,556,835
TexSTAR - Bond	4.56%	01/01/25	932,625	–	(179,439)	753,186	932,625	(179,439)	753,186
LOGIC - Hotel Bond	4.69%	01/01/25	5,656	69	–	5,725	5,656	69	5,725
Southside Bank CD	4.50%	10/10/24	3,701,693	–	(3,701,693)	–	3,701,693	(3,701,693)	–
Citizen's 1st Bank CD	4.52%	11/08/24	3,189,865	–	(3,189,865)	–	3,189,865	(3,189,865)	–
Veritex Community Bank CD	4.92%	01/27/25	10,842,971	133,548	–	10,976,518	10,842,971	133,548	10,976,518
East West Bank CD	5.08%	02/26/25	9,792,802	126,188	–	9,918,990	9,792,802	126,188	9,918,990
Southside Bank CD	4.70%	03/14/25	10,729,450	125,726	–	10,855,175	10,729,450	125,726	10,855,175
American Nat'l Bank & Trust CD	4.50%	05/05/25	4,248,087	47,838	–	4,295,925	4,248,087	47,838	4,295,925
Texas Bank CD	4.56%	06/05/25	8,494,882	98,086	–	8,592,968	8,494,882	98,086	8,592,968
Cornerstone Capital Bank CDARS	5.31%	06/26/25	10,140,552	136,549	–	10,277,101	10,140,552	136,549	10,277,101
Third Coast Bank CD	5.10%	06/29/25	5,327,722	67,557	–	5,395,280	5,327,722	67,557	5,395,280
Veritex Community Bank CD	5.00%	07/11/25	3,180,759	39,816	–	3,220,575	3,180,759	39,816	3,220,575
American Nat'l Bank & Trust CD	5.10%	08/14/25	3,177,312	41,104	–	3,218,417	3,177,312	41,104	3,218,417
American Nat'l Bank & Trust CD	5.30%	10/23/25	5,253,787	70,626	–	5,324,413	5,253,787	70,626	5,324,413
American Nat'l Bank & Trust CD	5.00%	11/27/25	3,128,417	39,682	–	3,168,099	3,128,417	39,682	3,168,099
American Nat'l Bank & Trust CD	5.00%	12/04/25	3,125,419	39,635	–	3,165,054	3,125,419	39,635	3,165,054
First Nat'l Bank CD	4.75%	02/21/26	10,238,252	122,579	–	10,360,830	10,238,252	122,579	10,360,830
BOK Financial CDARS	4.63%	03/19/26	1,024,920	12,034	–	1,036,954	1,024,920	12,034	1,036,954
BOK Financial CDARS	4.63%	03/26/26	1,024,010	12,023	–	1,036,034	1,024,010	12,023	1,036,034
BOK Financial CDARS	4.63%	03/26/26	1,024,010	12,023	–	1,036,034	1,024,010	12,023	1,036,034
BOK Financial CDARS	4.63%	04/02/26	204,620	2,403	–	207,023	204,620	2,403	207,023
BOK Financial CDARS	4.63%	04/02/26	1,534,652	18,019	–	1,552,670	1,534,652	18,019	1,552,670
BOK Financial CDARS	4.63%	04/09/26	817,754	9,602	–	827,356	817,754	9,602	827,356
BOK Financial CDARS	4.63%	04/09/26	817,754	9,602	–	827,356	817,754	9,602	827,356
BOK Financial CDARS	4.63%	04/16/26	1,838,314	21,584	–	1,859,898	1,838,314	21,584	1,859,898
BOK Financial CDARS	4.63%	04/16/26	1,940,442	22,783	–	1,963,226	1,940,442	22,783	1,963,226
NexBank CD	4.90%	04/22/26	8,165,673	100,162	–	8,265,835	8,165,673	100,162	8,265,835
NexBank CD	4.80%	05/20/26	6,097,642	73,263	–	6,170,905	6,097,642	73,263	6,170,905
TOTAL / AVERAGE	**4.82%**		**$ 179,030,307**	**$ 7,514,697**	**$ (16,807,452)**	**$ 169,737,552**	**$ 179,030,307**	**$ (9,292,755)**	**$ 169,737,552**

Cash and Investments by Fund

		12/31/2024	09/30/2024	Difference
General Fund	101	$ 27,810,447	$ 29,542,908	$ (1,732,460)
General Capital Projects Fund	102	1,250,842	672,783	578,059
Street Improvement Fund	103	504,287	1,076,380	(572,093)
Development Services Fund	202	5,208,396	5,188,482	19,914
Cemeteries Operating Fund	204	56,152	218,156	(162,005)
Forfeitures Fund	205	413,953	376,319	37,634
Court Technology Fund	207	358,567	347,245	11,322
Hotel-Motel Tax Fund	211	891,160	879,907	11,253
Donations Fund	216	1,395,227	1,367,264	27,964
TIF/TIRZ # 3	218	1,168,128	1,143,763	24,365
Tyler Tourism & Convention Facilities Fund	219	(80,244)	414,551	(494,795)
Half Cent Sales Tax Fund	231	31,258,415	27,762,765	3,495,650
Passenger Facility Fund	234	699,054	639,659	59,395
Oil & Natural Gas Fund	235	7,377,303	7,298,880	78,422
PEG Fee Fund	236	1,310,755	1,281,658	29,097
Fair Plaza Fund	240	(3,859)	(1,728)	(2,131)
Retained HUD Admin Fee Fund	274	471	466	5
Housing Assistance Fund	276	1,396,347	1,575,945	(179,598)
State/Federal Grants Fund	285	(69,730)	(66,000)	(3,730)
Transit System Fund	286	(2,441,829)	(924,995)	(1,516,834)
CDBG Grant Fund	294	52,576	113,430	(60,854)
HOME Grant Fund	295	1,104,662	1,155,631	(50,968)
HOT Debt Service Fund	302	963	2,363	(1,400)
Revenue Bond HOT 2021	402	5,725	5,655.94	69
Utilities Fund	502	482,393	13,494,743	(13,012,350)
Utilities Construction Fund	503	19,495,908	5,290,482	14,205,426
Utilities Debt Service Fund	504	5,909,076	2,136,758	3,772,318
Utilities Debt Reserve Fund	505	10,946	10,838	108
Revenue Bond Series 2021	512	753,186	932,625	(179,439)
Revenue Bond Series 2022	513	64,800	365,686	(300,886)
Revenue Bond Series 2023 CIP	520	26,785,432	29,609,311	(2,823,879)
Revenue Bond Series 2023 CD	521	8,586,375	15,173,056	(6,586,680)
Airport Fund	524	1,470,574	1,728,052	(257,477)
Airport Grant Fund	525	(898,484)	(1,005,502)	107,018
Solid Waste Fund	560	(1,578,367)	(106,857)	(1,471,510)
Solid Waste Capital Projects Fund	562	929,417	321,582	607,835
Storm Water Management	575	1,026,406	1,704,700	(678,294)
Productivity Improvement Fund	639	2,094,278	2,039,048	55,229
Fleet Replacement Fund	640	7,074,017	2,778,929	4,295,088
Prop, Liab, W/C Insurance Fund	650	5,176,828	4,487,843	688,985
Employee Benefits Fund	661	3,956,974	3,186,109	770,865

Cash and Investments by Fund

		12/31/2024	09/30/2024	Difference
Prop & Facility Management Fund	663	1,463,916	1,155,000	308,915
Technology Fund	671	3,105,858	4,018,072	(912,214)
Payroll Fund	710	1,244,467	1,712,435	(467,969)
Cemetery Trust Fund	713	3,357,067	3,352,667	4,399
Landfill Trust Fund	720	3,503,608	3,427,452	76,157
Retiree Benefits Fund	761	(661,145)	(523,078)	(138,067)
Section 125 Trust Fund	772	335,732	312,015	23,717
TOTAL		**$ 173,602,870.85**	**$ 175,673,453.70**	**$ (2,316,422.43)**

Investments held on December 31, 2024 by type and by major fund are shown below:

Investment Category	Book Value	Market Value	Quarterly Average Yield	Average Maturity
City Funds				
Pools/Bank	19,989,398	19,989,398	3.76	1 day
Securities/CD's	113,552,636	113,552,636	5.00	206 days
Hotel Bond				
Pools/Bank	5,725	5,725	4.69	1 day
Revenue Bond				
Pools/Bank	36,189,794	36,189,794	4.84	1 day
Securities/CD's	0	0	0	0 days
	169,737,552	169,737,552	4.82	162 days

*Totals listed reflect rounded figures

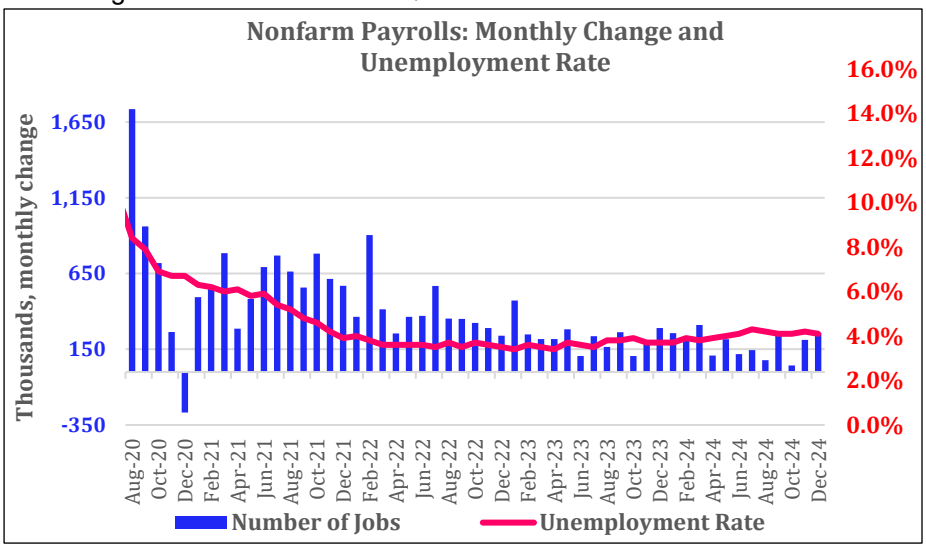
Benchmarks: Rolling 3 month Treasury average yield was 4.56 percent
Rolling 6 month Treasury average yield was 4.63 percent
The Tex Pool average yield for this quarter was 4.56 percent
The Fiscal Year-to-Date Average Yield was 4.82 percent

Valley View Consulting, L.L.C.

Market Outlook

January 10, 2025

The Federal Open Market Committee (FOMC) lowered the Fed Funds rate by 25 basis-points at their meeting on December 17th and 18th, and a slower pace is expected for future cuts. Homebuyers appear to be entering the market with recalibrated expectations as lower mortgage rates seem less likely. Retail Sales remained positive as the holiday season kicked off, and economic growth in the US ended Q3 at 3.1%.



The December Employment report added 256,000 jobs, greatly exceeding market expectations of 160,000. The previous two months were adjusted with a net decrease of 8,000 jobs. November was revised to +212,000 from the +227,000 previously reported, and October was revised to +43,000 from the previously reported +36,000 jobs. The three-month average decreased slightly to +170,000 per month (the previous three-month average was +173,000 per month). For December, Health/Education (+80,000) and Government (+33,000) continued upward trends with notable gains, and Retail (+43,400) rebounded sizably from November's losses. Leisure/Hospitality (+43,000), Professional/Business (+28,000), Transportation/Warehousing (+9,600), and Construction (+8,000) saw improvements but were relatively little changed for their sectors, while Mining (-800) and Manufacturing (-13,000) fell slightly for the month. The December Labor Participation Rate, a measure of the percentage of eligible workers that hold jobs, remained unchanged from prior month at 62.5%, still below its pre-pandemic level of 63.4%. The December Unemployment Rate decreased slightly to 4.1%, below market expectations of 4.2%. The U6 rate (or the under-employed rate – those that are either over-qualified for their job or working fewer hours than they desire) decreased to 7.5% after spending three months at 7.7%. Average Hourly Earnings (AHE) for December rose 0.3% after rising 0.4% in November, in line with market forecasts, bringing AHE year-over-year down to 3.9% from previous month's 4.0%. Job openings increased by 259,000 to 8.1 million jobs in November, above market expectations of 7.7 million jobs. The number of unemployed people was little changed at 6.9 million.

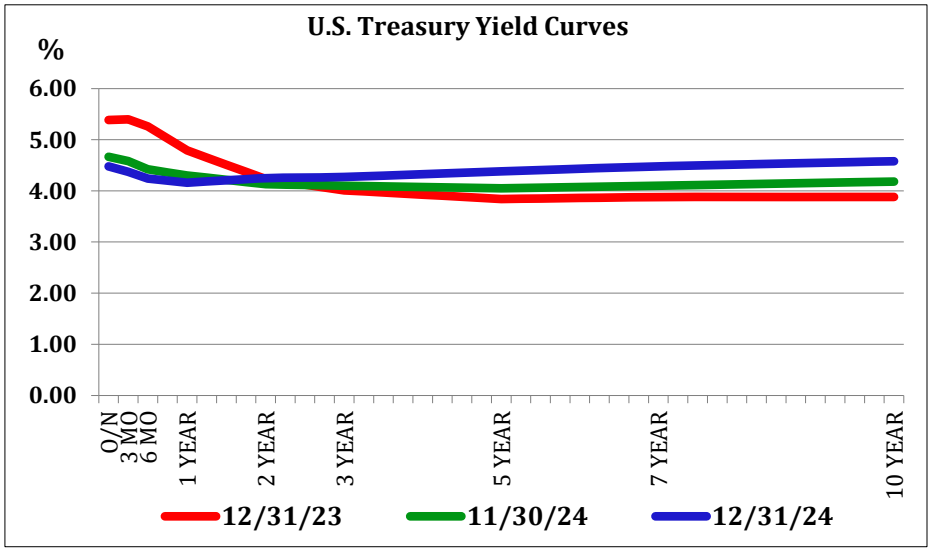
Existing Home Sales rose 4.8% in November after gaining 3.4% in October, with year-over-year sales increasing 6.1%, the largest year-over-year gain since June 2021. The median existing-home sales price for November was $406,100, up 4.7% from one year ago, the seventeenth consecutive month of year-over-year increases. Inventories of Existing Homes for sale fell 2.9% from October, with the supply at 3.8 months at the current sales pace. New Home Sales climbed 5.9% in November after October's sharp decline of 14.8%. The supply of New Homes for sale decreased from 9.5 months in October to 8.9 months, still above the 6-month supply expected in a balanced market. The median sales price of new homes declined from the prior month to $402,600 for November. The average 30-year mortgage rate at the end of December rose to 6.85% from 6.81% at the end of November. The S&P Case Shiller report of home prices in 20 metropolitan areas reported a 0.2% decrease in home values during the month of October after falling 0.3% in September. The Federal Housing Finance Agency (FHFA), the entity that analyzes all domestic home prices, showed a 0.4% increase in home values for October following a 0.7% rise in September. Year-over-year Case Shiller is up 4.2% (versus 4.6% from September), the sixteenth consecutive month of year-over-year increases in home prices. The FHFA index is up 4.5% year-over-year (unchanged from September). Pending Home Sales remained positive, advancing 2.2% in November following a 1.8% rise in October and 7.5% surge in September. This brought year-over-year pending home sales to 6.9% from 5.4% the prior month. Housing Starts fell for the third consecutive month by 1.8% after declining 3.2% in October and 1.9% in September. Building Permits rose 5.2% in November, the sharpest increase since February 2023, and Construction Spending was flat for the month after rising 0.5% in October.

Third quarter GDP for 2024 rose the most so far this year showing 3.1% growth, following +3.0% in Q2. Despite market expectations of a 0.2% rise, Industrial Production decreased 0.1% in November after a 0.4% decline in October. Year-over-year industrial production fell 0.9%, the third consecutive month of contraction. After a 0.4%

decline in September, Durable Goods Orders fell 1.1% in November, far exceeding forecasts of a 0.4% drop. Excluding transportation, durable goods orders decreased 0.1% for the month, also below market forecasts of 0.3% growth. Factory Orders fell 0.4% in November after climbing 0.5% the prior month. Excluding transportation, Factory Orders increased 0.2%, the same as October. Business inventories increased 0.1% in October after a revised flat September. As an inflation impact measurement, the Producer Price Index (PPI) rose 0.4% in November, the largest gain in five months, led by goods costs from food prices, namely a 55% cost increase in chicken eggs due to avian flu. PPI is up 3.0% from this time last year, well above market forecasts of 2.6%. The Consumer Price Index (CPI) increased 0.3% in November, the most since April, with shelter contributing about forty percent of the monthly increase. Year-over-year, CPI increased for the second consecutive month to 2.7% from prior month's 2.6%. Core CPI, or the results after food and energy numbers are excluded (due to price volatility), increased 0.3% for the fourth consecutive month, in line with market expectations, keeping year-over-year core CPI unchanged from October at 3.3%. The Purchasing Managers Index increased by 0.9 points to 49.3% in December, continuing its ninth consecutive month in contractionary territory (below 50%), but noted stronger demand for new goods and production expansion as industries prepare for potential tariffs from the incoming administration.

Personal Consumption for the third quarter of 2024 increased 3.7% compared to 2.8% in Q2. Retail Sales increased 0.7% in November after a positively revised 0.5% increase in October, bringing year-over-year retail sales up to 3.8% from 2.9% the month prior. Excluding vehicle and gas purchases, sales rose 0.2% in November, matching that of October. Consumers' attitudes as measured by both the Consumer Sentiment report (+2.2 points) and the Consumer Confidence report (-8.1 points) offered mixed readings in December with consumers buying ahead of anticipated price increases for big ticket items. Inflation expectations for the next year came in at 2.8% and 3.0% for the next five years. Personal Consumption Expenditures (PCE) rose 0.1%, lower than market expectations of 0.2% as was seen in October. PCE year-over-year increased for a second month to 2.4% from October's 2.3%. The Core PCE Index measuring consumption net of food and energy, and one of the indicators watched closely by the FOMC, held steady at 2.8% year-over-year, exceeding the FOMC's target inflation rate of 2.0% for the forty fourth consecutive month. Month-over-month, Core PCE rose 0.1%, the least in six months and lower than market forecasts of 0.2%. The Personal Income component of the PCE series indicated that incomes rose 0.3% in November, slightly below market expectations of a 0.4% increase, and Personal Spending increased by 0.4% for the month, the same as October.

The FOMC voted to lower the Fed Funds rate by 25 basis-points at their last meeting on December 17h and 18th bringing the current target range to 4.25% to 4.50%. The Committee stated they are moving policy toward a more neutral setting in order to maintain the strength of the economy and the labor market while enabling further progress on inflation. The updated Summary of Economic Projections show slow progress with only two anticipated cuts in 2025 and meeting the 2% inflation goal in 2027. Chair Powell again emphasized the Committee is not on a preset course and will make decisions meeting by meeting, but the market now expects a longer pause with no changes until June.



Government Security Investment Pool yields declined this month to +/- 4.48% after falling in November to +/- 4.61%. US Treasury and Agency rates appear to be on a path to normalizing. The 1-year Treasury closed December at 4.16% after ending November at 4.30% but has since regained some ground, now at 4.21%. The 2-year Treasury increased to 4.25% at the end of December from November's close of 4.13% and ended today at 4.38%. The yield curve remains inverted in the short-term from overnight rates out to 12-months, but beyond one year the curve is normalizing with longer rates having risen following the FOMC's slower projected path. Bank CDs continue to offer opportunities to lock-in rates above securities in the short-term with 1-year CD yields at +/- 4.29%. Despite the slower anticipated pace of rate cuts, locking-in fixed income investments ahead of further reductions can help sustain portfolio yields over the long term.

Disclaimer: This material, based on data believed to be reliable, but not independently verified, is not intended to constitute an offer, solicitation or recommendation regarding any securities transaction or a guarantee of market conditions and is for informational purposes only. For use by the intended recipient only.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-2

Date: February 26, 2025

Subject: Request that the City Council consider adoption of a Resolution authorizing and amending the application for and acceptance of Federal Transit Administration Section 5339 FY23 and FY24 Bus and Bus Facilities Grant in the amount of $412,019.00 along with the acceptance of $65,484 in Transportation Development Credits (TDC).

Item Reference:

Since 1991, the City of Tyler has operated the Tyler Transit System with the assistance of grant funding from the Texas Department of Transportation (TxDOT) and the Federal Transit Administration (FTA). The award of Grant 5339 allows for the use of grant funds to help with the purchase of buses and bus facilities under Americans with Disabilities Act (ADA).

The terms for these grants numbered (TX-1556-2025-2) include the purchase of vehicles. Anticipated grant funding is as follows:

Purchase two ADA-accessible vehicles and related hardware and equipment.
Purchase ADA building/bus stop improvements.

The $65,484 in TDC funds for these projects will be utilized to meet the required local match for the items listed above.

RECOMMENDATION:

It is recommended that the City Council consider adoption of a Resolution authorizing and amending the application for and acceptance of Federal Transit Administration Section 5339 FY23 Bus Facilities Grant in the amount of $ 192,154.00 and 5339 FY24 Bus and Bus Facilities Grant in the amount of $219,865.00 for a total of $412,019 along with the acceptance of Transportation Development Credits (TDC) totaling $65,484.

Attachments:

FY23 FY24 5339 Resolutions_Legaledits_ab-01.31.25

Drafted/Recommended By:
Department Leader Russ Jackson/Transit Manager

Edited/Submitted By:
City Manager

RESOLUTION NO. R-2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AUTHORIZING THE APPLICATION FOR FEDERAL TRANSIT ADMINISTRATION GRANT FUNDS FOR PUBLIC TRANSPORTATION SERVICE FOR TYLER TRANSIT; AUTHORIZING ACCEPTANCE OF FY2023 IN THE AMOUNT OF $192,154 AND FY2024 IN THE AMOUNT OF $219,865 FEDERAL TRANSIT ADMINISTRATION GRANT TX-5339 FOR VEHICLE PURCHASE, BUS TERMINAL REHAB/RENOVATION, & TRANSIT HARDWARE TOTALING $412,019 ALONG WITH ANY GRANT AMENDMENTS TO INCREASE THE GRANT FUNDING LEVELS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 26, 2025, the City of Tyler was notified by the Federal Transit Administration (FTA) to make an application requesting a grand total of $412,019 for public transportation assistance and for vehicle purchases for Tyler Transit; and

WHEREAS, the Federal Transit Administration has stated that a Grant offer totaling $412,019 should be made for FTA Grant TX-5339 Main Grant for FY 2023 in the amount of $192,154 and FTA Grant TX-5339 Main Grant for FY 2024 in the amount of $219,865; and

WHEREAS, the Tyler City Council must authorize the submission of the application for FTA funds, as well as acceptance of the FTA Grant TX-5339 Main Grant for FY2023 and FY 2024 in the aforementioned amounts and any grant amendments to increase the grant funding levels along with; and

WHEREAS, this grant supplies reimbursement for a portion of Transit Department operating costs. The remaining funds come from the adopted budget, departmental revenue, and State grant funds. If the City of Tyler did not receive this grant, the City would be responsible for all operating expenses; and

WHEREAS, it is considered to be in the public interest to obtain and use grant funds for the above public purposes;

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

PART 1: That the Application for Federal Assistance for Project No. TX-5339 Main Grants requesting a total of $412,019, for FY 2023 in the amount of $192,154 and FY 2024 in the amount of $219,865 for vehicle purchase, bus terminal rehab/renovation, & transit hardware for Tyler Transit and including all understandings and assurances contained therein, is hereby authorized and approved.

PART 2: That the City Manager's filing of the grant application, and all actions taken in connection therewith, are hereby affirmed.

PART 3: That the City Council hereby resolves and affirms to the Federal Transit Administration that the City of Tyler has legal authority to apply for the grant and to finance and carry out the proposed project.

PART 4: That the City Council hereby resolves and affirms to the Federal Transit Administration the City of Tyler's intent to comply with all of the assurances set forth in the grant agreement and all laws, regulations, and circulars incorporated by reference in the grant agreement.

PART 5: That the City Manager is hereby authorized and directed to accept the grant for Project No. TX-5339 for FY 2023 and FY 2024 for vehicle purchase, bus terminal rehab/renovation, & transit hardware, and any grant amendments to increase the funding levels.

PART 6: That the City Manager is hereby authorized and directed to take all actions necessary in order to accept and use the grant to fulfill the purposes described above.

PART 7: That the City Manager is hereby authorized and directed to provide such additional information as may be required by the Federal Transit Administration.

PART 8: That this Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED on this the 26th day of February, 2025.

_____

DONALD P. WARREN, MAYOR OF

THE CITY OF TYLER, TEXAS

ATTEST:

APPROVED:

_____

CASSANDRA BRAGER, CITY CLERK

_____

DEBORAH G. PULLUM, CITY ATTORNEY

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-3

Date: February 26, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute a second contract amendment in the amount of $5,717.09, with KSA Engineers, Inc., for additional services related to the Earl Campbell Gravity Sewer Main project.

Item Reference: **Agenda Item M-10; 04-12-2023**

On April 12, 2023, City Council approved a contract in the amount of $202,700, with KSA Engineers, Inc., for the Earl Campbell Gravity Sewer Main project. During the construction phase, A.E. Shull, along with KSA Engineers, Inc., found significant erosion problems exposing the new sewer main. The construction timeline went over because additional erosion control was needed. This increased the construction administration and resident project representative costs. The total engineering contract cost came out to $214,417.09.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute a second contract amendment in the amount of $5,717.09, with KSA Engineers, Inc., for additional services related to the Earl Campbell Gravity Sewer Main project.

Attachments:
Exhibit C
Engineering Agreement Amendment 2

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

Edited/Submitted By:
City Manager

Exhibit C
Fee Summary
Earl Campbell Gravity Sewer Main
Amendment 2
KSA Contract No. 102063

FEE SUMMARY

Engineering Fees: The Amendment's project scope and cost are in addition to, and do not replace, the original project scope and costs. All of the terms and conditions contained in the Agreement for the additional work, not specifically excluded in Exhibit A, are applicable to the work procured by the Agreement. The fees for the scope of services described above is as follows:

Phase	Original Contract (102063)	Amendment 1	Amendment 2	Total Project Contract
Preliminary Design	$50,000.00	-	-	$50,000.00
Final Design	$33,400.00	-	-	$33,400.00
Bidding	$10,000.00	-	-	$10,000.00
Construction Administration[2]	$30,000.00	-	$1,976.25	$31,976.25
Part-Time Resident Project Representative[2,3]	$42,800.00	-	$3,740.84	$42,800.00
Reimbursable Expenses[1]	$2,000.00	-	-	$2,000.00
Design Survey[1]	$10,000.00	$6,000.00	-	$16,000.00
Easement Survey (Two Tracts) [1]	$12,000.00	-	-	$12,000.00
Property Owner Coordination[1]	$5,000.00	-	-	$5,000.00
Right-Of-Way Agent[1]	$7,500.00	-	-	$7,500.00
Total	**$202,700.00**	**$6,000.00**	**$ 5,717.09**	**$ 214,417.09**

Notes:

1. Compensation shall be billed monthly for Engineer's services based on time charged by each category at the hourly rates or subconsultant charges (if any). Hourly rates paid to the Engineer shall be adjusted annually to match the Engineer's Schedule of Hourly Fees effective at the time the Work is provided.
2. Construction Administration and Part-Time Resident Project Representative assumes a construction period of 120 consecutive calendar days. ENGINEER's work on these phases beyond the construction period will be billed at hourly rates.
3. Part-Time Resident Project Representative budget is based upon 20 hours per week for the assumed duration of the construction period.

6781 Oak Hill Boulevard
Tyler, TX 75703
903.581.8141

January 13, 2025

Ms. Nikki Ingram, P.E.
Project Engineer
City of Tyler
511 W. Locust St.
Tyler, TX 75702

via email

RE: ***City of Tyler***
Earl Campbell Gravity Sewer Main
KSA Project No. 102063
Engineering Agreement Amendment 2

Dear Ms. Ingram:

The purpose of this letter is to propose an amendment to the Engineering Agreement (between KSA Engineers, Inc. and City of Tyler, effective date of April 21, 2023) for the referenced project to perform additional services that are not currently contracted.

The Engineering Agreement contracted "Construction Administration" and Part-Time Resident Project Representative" services related to construction associated with the project. As outlined in Exhibit C of the Engineering Agreement, the contracted "Construction Administration" and Part-Time Resident Project Representative" services were based on an assumed construction period of 120 consecutive calendar days. Contract Time for this project began Monday, July 8, 2024 and the Final Walkthrough was held Friday, December 20,2024, resulting in 166 consecutive calendar days.

As a result, Amendment 2 is proposing the following revisions to the Engineering Agreement:

- Modify Exhibit C to increase Construction Administration services contract amount from $30,000.00 to $31,976.25.
- Modify Exhibit C to increase Part-Time Resident Project Representative services contract amount from $42,800.00 to $46,540.84.

Thank you for the continued opportunity to provide services related to this project. Please feel free to call or respond with any questions, comments, or concerns.

Sincerely,

KSA Engineers, Inc.

Whitney R. Rivers

Whitney R. Rivers, P.E.
Project Manager

Accepted:

City of Tyler

_____

Edward Broussard
City Manager

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-4

Date: February 26, 2025

Subject: Request that the City Council consider adopting a Resolution authorizing the City Manager to execute the application for and acceptance of Federal Transit Administration (FTA) Grant Funds under the Section 5307 Fiscal Year 2023 in the amount of $2,616,893 and Fiscal Year 2024 in the amount of $2,523,956, for a total amount of $5,140,893, to assist with the Transit Department's operating cost. This Resolution also accepts any grant amendments and funds to increase the grant funding levels and reduce the local match requirements.

Item Reference:

Since 1991, the City of Tyler has operated the Tyler Transit System with the assistance of grant funding from the Texas Department of Transportation (TxDOT) and the Federal Transit Administration (FTA).

The terms for the FTA 5307 grant number (TX-1556-2025-2 FY23 and FY24 Section 5307) are for partial reimbursement of the operating and planning cost for both fixed route and Americans with Disabilities Act (ADA) paratransit services.

Anticipated grant funding is as follows:

Expenses Eligible for 80% Reimbursement (Preventive Maintenance) - $1,120,211
Operating Expenses Eligible for 50% Reimbursement - $2,624,058
ADA Expense Eligible for 80% Reimbursement - $1,028,172
Planning and Research Expenses Eligible for 80% Reimbursement - $368,421
Note: FTA only allows 20% of the total grant to be applied toward ADA expenses.

This grant supplies reimbursement for a portion of the Transit Department operating costs. The remaining funds come from the adopted budget, departmental revenue, and State grant funds. If the City of Tyler did not receive this grant, the City would be responsible for all operating expenses.

RECOMMENDATION:

It is recommended that the City Council consider adopting a Resolution authorizing the application for and acceptance of Federal Transit Administration (FTA) Grant Funds under the Section 5307 Fiscal Year 2023 in the amount of $2,616,893 and Fiscal Year 2024 in the amount of $2,523,956, for a total amount of $5,140,893, to assist with the Transit Department's operating cost. This Resolution also accepts any grant amendments and funds to increase the grant funding

levels and reduce the local match requirements.

Attachments:
FY23 FY24 5307 Resolution_LEGALEDITS_AB_02.03.25

Drafted/Recommended By:
Department Leader Russ Jackson/Transit Manager

Edited/Submitted By:
City Manager

RESOLUTION NO. R-2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AUTHORIZING THE APPLICATION FOR FEDERAL TRANSIT ADMINISTRATION GRANT FUNDS FOR PUBLIC TRANSPORTATION SERVICE FOR TYLER TRANSIT FOR OPERATING, PLANNING, & PREVENTATIVE MAINTENANCE TOTALING $5,140,893; AUTHORIZING ACCEPTANCE OF THE FEDERAL TRANSIT ADMINISTRATION GRANT TX-5307 FOR FY2023 IN THE AMOUNT OF $2,616, 937 AND FY2024 IN THE AMOUNT OF $2,523,956, ALONG WITH ANY GRANT AMENDMENTS TO INCREASE THE GRANT FUNDING LEVELS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 26, 2025, the City of Tyler was notified by the Federal Transit Administration (FTA) to make an application under the FTA Grant TX-5307 Main Grant requesting assistance for FY2023 in the amount of $2,616,893 and FY2024 in the amount of $2,523,956, for a grand total of $5,140,893 for public transportation assistance and for vehicle purchases for Tyler Transit; and

; and

WHEREAS, the Tyler City Council must authorize submission of the application for FTA funds, as well as acceptance of the FTA Grant TX-5307 Main Grant for FY2023 in the and FY2024 in the aforementioned amounts, along with any grant amendments to increase the grant funding levels along with; and

WHEREAS, this grant supplies reimbursement for a portion of Transit Department operating costs. Remaining funds come from the adopted budget, departmental revenue, and State grant funds. If the City of Tyler did not receive this grant, the City would be responsible for all operating expenses; and

WHEREAS, it is considered to be in the public interest to obtain and use grant funds for the above public purposes;

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

PART 1: That the Application for Federal Assistance for Project No. TX-5307 Main Grants requesting a total of $5,140,893, for FY 2023 in the amount of [insert amount] and FY 2024 in the amount of [insert amount], for Operating, Planning, & Preventative Maintenance for Tyler Transit and including all understandings and assurances contained therein, is hereby authorized and approved.

PART 2: That the City Manager's filing of the grant application, and all actions taken in connection therewith, are hereby affirmed.

PART 3: That the City Council hereby resolves and affirms to the Federal Transit Administration that the City of Tyler has legal authority to apply for the grant and to finance and carry out the proposed project.

PART 4: That the City Council hereby resolves and affirms to the Federal Transit Administration the City of Tyler's intent to comply with all of the assurances set forth in the grant agreement and all laws, regulations, and circulars incorporated by reference in the grant agreement.

PART 5: That the City Manager is hereby authorized and directed to accept the grant for Project No. TX-5307 for FY 2023 and FY 2024 for Operating, Planning, & Preventative Maintenance, and any grant amendments to increase the funding levels.

PART 6: That the City Manager is hereby authorized and directed to take all actions necessary in order to accept and use the grant to fulfill the purposes described above.

PART 7: That the City Manager is hereby authorized and directed to provide such additional information as may be required by the Federal Transit Administration.

PART 8: That this Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED on this the 26th day of February, 2025.

_____

DONALD P. WARREN, MAYOR OF

THE CITY OF TYLER, TEXAS

ATTEST:

_____

CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____

DEBORAH G. PULLUM, CITY ATTORNEY

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-5

Date: February 26, 2025

Subject: Request that the City Council consider authorizing the City Manager to purchase two (2) BraunAbility ProMaster van bodies for the Transit Department from Model 1 Commercial Vehicles, for $338,685.70 through the State of Oklahoma contract SW0797C FY25.

Item Reference:

Staff received bids from FTA state approved contracts for two (2) BraunAbilty ProMaster van bodies for the Transit Department from Model 1 Commercial Vehicles, for $338,685.70 through the State of Oklahoma contract SW0797C FY25. The cost of each van is $169,347.85, for a total cost of $338,685.70.

Funding for these buses is from 5307 and 5339 grants with no local match requirements.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to purchase two (2) BraunAbility ProMaster van bodies for the Transit Department from Model 1 Commercial Vehicles, Inc., for $338,695.70 through the State of Oklahoma contract SW0797C FY2025.

Attachments:
Braunability Promaster van quote 012125

Drafted/Recommended By:
Department Leader Russ Jackson/Transit Manager

Edited/Submitted By:
City Manager

Creative Bus Sales

State of Oklahoma Contract

SW0797C

FY 2025

Preparer: Brent Roy

Base Model

Lone Star Promaster 3500 3.6L V6 9,350 GVWR

BraunAbility
Life is a Moving Experience®

LONE STAR
ADA Vans

Base Model Price:	$	136,709.00
Options:	$	1,351.00
Other Available Options:	$	26,098.85
Unpublished Options:	$	5,189.00

Vehicle Length	Lift Position	WC Positions	Total # Passengers	CDL Required
24'	Front	2	14	No

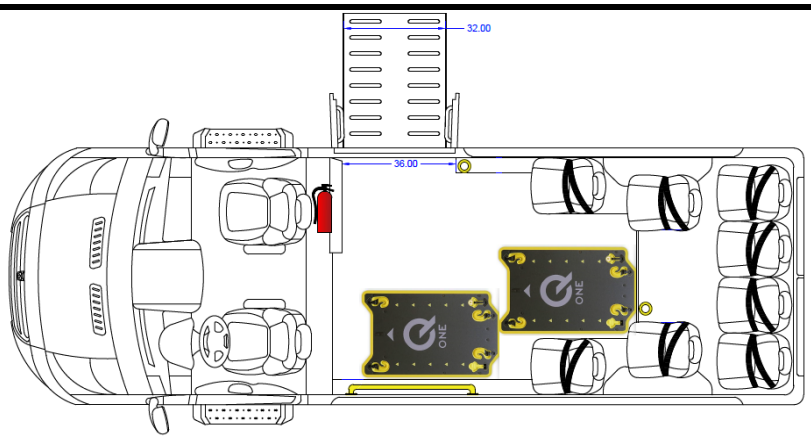
QTY Vehices: 1 **Total Contract Price:** $ 169,347.85

Per Vehicle Price: $ 169,347.85

Customer Info

Customer:	City of Tyler, TX
Address:	410 West Oakwood Street, Tyler, TX 75702
Contact:	Jake Hooter
Office Phone:	903-533-8057
Mobile Phone:	
E-Mail:	jhooter@tylertexas.com

Floorplan



Chassis

Ram Promaster 3500 High Roof chassis - 9,350 GVWR, 159" WB EXT
3.6L V6 24V VVT gasoline engine
6-Speed Automatic 62TE Transmission
220-amp alternator
Power-assisted hydraulic front & rear disc brakes
4-wheel anti-lock brake system
22-gallon OEM fuel tank
16"x6" aluminum wheels
Cruise control
Cloth driver and co-pilot seats
Driver/Co-pilot sun visor
Power windows
Power door locks
Power-heated mirrors
OEM chassis dash heater, A/C, and defroster
Bright white clear coat

Body

Lowered floor behind driver/co-pilot for ADA access
Driver side step
Trans Air 50K BTU AC system
Electric passenger entry door (A&M Systems)
Docket 90 Vinyl Seats
3-pt passenger seat belts
ABS interior paneling - walls and ceiling
Altro flooring

ADA

Manual swing away ramp providing 32" usable width
One (1) set of Q'Straint retractable wheelchair securement systems
Q'Straint InQline Winch System
ADA interlock
ADA-compliant ramp and door entrance lighting

Safety

5 lb. fire extinguisher
First aid kit
Emergency triangle kit
Backup alarm
Emergency window

Options

Qty	Description	FY 2023 List Price	QTY Total
1	Additional Wheelchair Securement Position	$ 1,351.00	$ 1,351.00
-	**Subtotal Manufacturer Options:**		**$ 1,351.00**

Other Available Options

Qty	Description	FY 2023 List Price	QTY Total
1	8-Channel camera system with 8 cameras - Includes: MHU-Pro, 1TB HDD, LED Extender, 8-cameras, 8-cables, installation, MWA-Pro Playback software, Training	$ 5,850.00	$ 5,850.00
2	Q-Straint “One” in-floor integrated wheelchair securement system	$ 8,860.00	$ 17,720.00
1	Panic Button - Momentary Switch (h.264-PBT)	$ 62.50	$ 62.50
1	External LED Indicator (h.264-MINI-CP)	$ 187.95	$ 187.95
1	Built-In 802.11 B/G/N - Internal WiFi kit built into the DVR - for connection to WiFi networks (h.264-WIFI-N)	$ 179.45	$ 179.45
1	Mobilelink LIVE - 5-year (requires data account with wireless cellular provider)	$ 877.00	$ 877.00
1	Wireless Router - Cradlepoint IBR600 series - Includes: IBR600C wireless router, 12V adapter, low profile antenna, provisioning services, Installation	$ 1,221.95	$ 1,221.95
-	**Subtotal Manufacturer Options:**		**$ 26,098.85**

CBS Unpublished Options

Qty	Description	FY 2023 List Price	QTY Total
1	Hanover Displays front and side LED destination signs	$ 4,860.00	$ 4,860.00
1	Copilot parcel/walker rack	$ 795.00	$ 795.00
2	Delete 2 cameras for a total of 6	$ (233.00)	$ (466.00)
-	**Subtotal CBS Unpublished Options:**		**$ 5,189.00**

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-6

Date: February 26, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute the Interlocal Agreement with Smith County related to Smith County's Stormwater Management Plan (SWMP).

Item Reference: **July 10, 2019 CC Agenda, Item M-2; 2019 ILA**

On August 15, 2024, the Texas Commission on Environmental Quality (TCEQ) promulgated the new Phase II MS4 (Municipal Separate Storm Sewer System) Stormwater Permit (TXR040000), requiring the updating of the City of Tyler's MS4 permit (TXR040041), issued in 2019. Each regulated entity in the State of Texas was asked to submit a Notice of Intent (NOI) and implement a new or revised Stormwater Management Plan (SWMP) within 180 days of the permit renewal date of August 15, 2024. Council authorized the City Manager to submit the NOI at the January 22, 2025 meeting (Item M-2), and the submittal deadline was met.

On Juy 10, 2019, the City of Tyler entered an Interlocal Agreement (ILA) with Smith County in order to combine efforts to improve the effectiveness of their SWMP. The initial terms of the ILA were for a period of five (5) years, and two (2) subsequent five (5)-year terms upon mutual agreement of the parties. Revisions have been made to the original terms of the ILA in order to account for revisions to the City of Tyler's and Smith County's SWMPs, executed in response to the TCEQ's new permit requirements. Accompanying this communication is a copy of the revised ILA for Council review. An additional clause for coordination of GIS mapping of the Smith County sites is highlighted in red text.

Smith County approved the Interlocal Agreement in their February 11, 2025 meeting.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to execute the Interlocal Agreement (ILA) with Smith County related to Smith County's Stormwater Management Plan (SWMP).

Attachments:
2024_Smith_Co_SWMP_ILA
2019-07-10_Agenda_Item_M-2
2019-07-10_Smith_Co_SWMP_ILA_Item_M-2
2019_Smith_Co_ILA_Signed

Drafted/Recommended By:
Department Leader Paul Neuhaus, P.E., Stormwater Management and Environmental Compliance Engineer

Edited/Submitted By:
City Manager

STATE OF TEXAS	**§**	**INTERLOCAL COOPERATION AGREEMENT**
	§	**FOR**
	§	
	§	**STORMWATER MANAGEMENT BETWEEN**
COUNTY OF SMITH	**§**	
		THE CITY OF TYLER AND SMITH COUNTY

THIS INTERLOCAL COOPERATION AGREEMENT (the "Agreement") is made and entered into by and between the City of Tyler ("Tyler"), a municipal corporation of Smith County, Texas, by and through its City Manager pursuant to City Council authority at a regularly scheduled City Council meeting on the 26th day of February, 2025, and Smith County, Texas ("Smith County"), a political subdivision of the State, acting by and through a County Judge pursuant to Commissioners Court authority at a regularly scheduled Commissioners Court meeting on the 11th day of February 2025.

WHEREAS, the Interlocal Cooperation Act (the "Act"), codified as Chapter 791, Texas Government Code, authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, Texas Administrative Code Title 30, Section 281.25, as adopted by the Texas Commission on Environmental Quality ("TCEQ") and applicable federal regulations require both Tyler and Smith County to obtain stormwater permit coverage for their municipal separate storm sewer systems ("MS4s") because each is identified as a Regulated Small MS4; and

WHEREAS, TCEQ regulations require both Tyler and Smith County to take certain actions to implement the requirements of the State's Texas Pollutant Discharge Elimination System ("TPDES") General Permit for Regulated Small MS4s, TPDES General Permit No. TXR040000; and

WHEREAS, State law allows Regulated Small MS4s such as Tyler and Smith County to work together to implement provisions of the TPDES General Permit for Regulated Small MS4s; and

WHEREAS, Tyler and Smith County believe that by working together to implement the provisions of the TPDES General Permit for Regulated Small MS4s they can combine their resources to achieve lower costs, greater efficiency, and higher effectiveness in the programs; and

WHEREAS, Tyler and Smith County desire to enter into this Interlocal Cooperation Agreement pursuant to the provisions of Texas Government Code Chapter 791, the Act, and other applicable statutes, contracts pursuant thereto, and Charter provisions; and

WHEREAS, this Agreement will increase the efficiency and effectiveness of stormwater management in both Tyler and Smith County; and

WHEREAS, this Agreement will mutually benefit the parties and serve to protect the public interest and the public health, safety, welfare, and the environment.

NOW THEREFORE, for and in consideration of the mutual promises and obligations hereinafter stated, and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Tyler and Smith County agree as follows:

I. EFFECTIVE DATE

The effective date of this Agreement shall be the 26th day of February 2025.

II. TERM

The initial term of this Agreement shall be for a period of five (5) years from the effective date of this Agreement. Thereafter, upon mutual agreement of the parties hereto, this Agreement may be renewed for two additional five (5) year terms unless terminated earlier by either party as set forth below.

III. DUTIES OF PARTIES

The following outlines the duties of the parties to implement the requirements of the TPDES General Permit for Regulated Small MS4s and specifically to address the five (5) applicable Minimum Control Measures ("MCMs" identified in the TPDES General Permit for Regulated Small MS4s. The various Best Management Practices ("BMPs") are referenced with respect to Smith County's Stormwater Management Program ("SWMP"), and the related BMPs in Tyler's SWMP are provided for reference.

A. PUBLIC EDUCATION, OUTREACH, AND INVOLVEMENT.

1. Smith County BMP PE/PI-1 – Public Service Announcements: In order to address the Public Education and Outreach MCM, Tyler plans to utilize stormwater public service announcements. (*See* Tyler BMP PE-7.) Because the public service announcements are broadcast throughout Smith County, Tyler shall recognize Smith County's role in addressing stormwater issues in all stormwater public service announcements broadcast each year during the term of this Agreement.

2. Smith County BMP PE/PI-2 – Stormwater Web Site: In order to address the Public Education and Outreach MCM, Tyler plans to maintain its stormwater web site. (*See* Tyler BMP PE-4.) The stormwater web page for Smith County shall have a link to Tyler's stormwater web site. Tyler's stormwater website shall have a link to the Smith County website.

3. Smith County BMP PE/PI-4 – Stormwater Brochures: In order to address the Public Education and Outreach MCM, Tyler will continue to develop new brochures on a "as need basis" and maintain existing brochures addressing such topics as pesticides and fertilizer use, household hazardous waste, pet waste, and Tyler's recycling program. (*See* Tyler BMP PE-3.) Tyler shall include Smith County's logo on applicable stormwater brochures printed each year during the term of this Agreement as requested by Smith County. Tyler will provide to Smith County the number of brochures requested by Smith County during throughout the term of the TPDES General Permit for Regulated Small MS4s. Within 30 days after Tyler submits an invoice to Smith County for the purchase of such brochures, Smith County shall reimburse Tyler for the printing costs of those brochures provided to Smith County. Smith County shall make the brochures available throughout the urbanized areas of Smith County outside Tyler's corporate limits.

B. ILLICIT DISCHARGE DETECTION AND ELIMINATION.

1. Smith County BMP ID-1 – Storm Drain System Outfall Mapping: In order to address the Illicit Discharge Detection and Elimination MCM, Tyler is maintaining and improving a city-wide GIS storm drain system outfall map. (*See* Tyler BMP ID-1.) Tyler will also maintain a GIS storm drain system outfall map for those portions of the urbanized area outside of Tyler's corporate limits. Tyler shall provide all information developed as part of the GIS storm drain system outfall map for those portions of the urbanized area outside of Tyler's corporate limits to Smith County without cost to Smith County.

2. Smith County BMP ID-3 – Illicit Discharge Investigations: In order to address the Illicit Discharge Detection and Elimination MCM, Tyler plans to conduct illicit discharge investigations throughout the storm sewer system on an as needed basis. (*See* Tyler BMP ID-3.) These investigations can utilize fluorescent dye testing, smoke testing, and remote TV camera inspection to track down illicit connections to the MS4. Smith County shall work with Tyler to coordinate such illicit discharge investigations within the urbanized area outside of Tyler's corporate limits when such investigations are necessary. Smith County shall reimburse Tyler on a case-by-case basis for illicit discharge investigations requested by Smith County and performed by Tyler in the urbanized area outside Tyler's corporate limits. Smith County shall reimburse Tyler for the costs associated with the requested investigations within 30 days after Tyler submits an invoice to Smith County for such investigations.

3. Smith County BMP ID-6 – Reduce Failing Septic Systems: In order to address the Illicit Discharge Detection and Elimination MCM, Smith County plans to continue its permitting and regulation of septic systems through the TCEQ On-site Sewage Facility Program ("OSSF"). To enhance the effectiveness of this program, Smith County has developed a brochure, which will address proper septic system care, for

septic system pumping companies to distribute to septic system owners. Smith County shall include Tyler's logo on all septic tank brochures printed each year during the term of this Agreement. Tyler shall reimburse Smith County for the printing costs of brochures provided to Tyler during the term of the TPDES General Permit for Regulated Small MS4s within 30 days after Smith County submits an invoice to Tyler for such brochures. Smith County shall make the brochures available to septic system pumping companies for distribution to the owners of septic systems within Tyler's corporate limits (*See* Tyler BMP ID-6).

4. Smith County BMP ID-9 – Smith County Cleanup Day: In order to address the Illicit Discharge Detection and Elimination MCM, Smith County plans to conduct a Smith County Cleanup Day. Smith County shall hold a Smith County Cleanup Day on an annual basis during the term of the TPDES General Permit for Regulated Small MS4s. Tyler shall allow Smith County to deliver acceptable materials collected as part of Smith County Cleanup Day to the Allied Greenwood Farm landfill for disposal, with Smith County paying for the cost as established by the City at the time of service.

C. CONSTRUCTION SITE STORMWATER RUNOFF CONTROL

1. Smith County BMP C-1 – Track Construction Site Notices: In order to address the Construction Site Stormwater Runoff Control MCM, Tyler plans to review plans for construction projects within Tyler's corporate limits and ETJ as allowed by State law and City ordinances. (*See* Tyler BMP C-2.) Smith County will track all construction site notices including Notices of Intents, Notices of Change and Notices of Termination that it receives as the MS4 operator and share that information with the City of Tyler.

2. Smith County BMP C-2 – Construction Inspection: In order to address the Construction Site Stormwater Runoff Control MCM, Tyler plans to continue to conduct construction inspections of residential and commercial sites within Tyler's corporate limits and some areas of its ETJ as allowed by State law and City ordinances. (*See* Tyler BMP C-3.) Smith County will notify the City of Tyler of any citizen complaints that it receives through the County's Web-Based Incident Reporting System (Smith County BMP ID-5) regarding construction sites located in the City's ETJ. If allowed under State and local law, the City of Tyler will perform construction inspections of those sites located in the City's ETJ and report inspection results to Smith County.

D. POST-CONSTRUCTION STORMWATER MANAGEMENT IN NEW DEVELOPMENT AND REDEVELOPMENT

1. Smith County BMP PC-3 – Long Term Operation and Maintenance of BMPs: In order to address the Post-Construction Stormwater Management in New

Development and Redevelopment MCM, Tyler plans to conduct inspections to determine the effectiveness of post-construction BMPs. (*See* Tyler BMP PC-4.) Tyler shall conduct these inspections within its ETJ inside the urbanized area at Smith County's request. Smith County shall reimburse Tyler on a case-by-case basis for those inspections within Tyler's ETJ requested by Smith County and performed by the City within 30 days after the City submits an invoice to Smith County for the costs associated with such inspection. Tyler shall notify the Smith County Road and Bridge Department if conditions are observed that require maintenance.

E. POLLUTION PREVENTION/GOOD HOUSEKEEPING FOR MUNICIPAL OPERATIONS.

1. Smith County BMP GH-1 – County Facilities and Control Inventory. In order to address the Pollution Prevention/Good Housekeeping for Municipal Operations MCM, Smith County plans to develop an inventory of facilities and stormwater controls that it owns and operates within the regulated area of the small MS4. Smith County will supply information to the City of Tyler for development of a GIS map of the Smith County facilities and stormwater controls. The inventory will include:

- Equipment storage and maintenance facilities;
- Fuel storage facilities;
- Incinerators;
- Materials storage and Public Work yards;
- Building sites;
- Parking lots;
- Vehicle storage and maintenance yards; and
- Structural stormwater controls.

Annual updates of the facilities inventory map shall be completed by September 30th each year of the permit term and provided to the City of Tyler, as needed.

2. Smith County BMP GH-8 – Structural Control Maintenance (Storm Drain System Cleaning). In order to address the Pollution Prevention/Good Housekeeping for Municipal Operations MCM, Smith County plans to continue to perform maintenance on drains at the Smith County Base Facility that discharge into the adjacent creek. The drains shall be cleaned on an as needed basis. Depending on the extent of the maintenance required, Smith County may request assistance from the City of Tyler. Smith County may coordinate with the City of Tyler's Streets Department to assist them in cleaning/maintaining drains with the City's vacuum truck. Smith County shall reimburse Tyler for each use of the vacuum truck at a price to be negotiated at the time of each request.

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PAYMENT/FUNDING

Costs payable by Tyler and Smith County pursuant to this Agreement are outlined above, and will be based on actual costs with documentation of time and materials as described in invoices provided by Tyler for reimbursement requests. Smith County and Tyler shall meet each year prior to the budgeting process to finalize the estimate of BMP activities for the upcoming fiscal year. This provision shall supersede any provision in conflict within this agreement.

MISCELLANEOUS PROVISIONS

A. NOTICE. Any notice given hereunder must be in writing, and may be effective by personal delivery, facsimile transmission, or by certified mail, return receipt requested, at the address of the respective parties indicated below:

City of Tyler:
City Manager
City of Tyler
P.O. Box 2039
Tyler, Texas 75710
(903) 531-1250 (Telephone)
(903) 531-1166 (Facsimile)

Smith County:
County Judge
Smith County Commissioners Court
200 E. Ferguson, Suite 100
Tyler, Texas 75702
(903) 590-4600 (Telephone)
(903) 590-4615 (Facsimile)

These addresses for notice may be changed by either party by delivering written notice within ten days of the change, in accordance with the requirements of this paragraph, to the other party.

B. CURRENT REVENUES. Tyler and Smith County will pay for services rendered pursuant to this Agreement from current revenues.

C. RENEWAL. The renewal of this Agreement shall be contingent upon the availability of current revenue funds and annual budget allocations and appropriations by the parties.

D. HOLD HARMLESS. Each party to this Agreement does hereby agree to waive all claims against, release and hold the other party and its respective officials, officers, agents, and employees, both in their official capacity and individual capacity, harmless from and

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against any and all liability, claims, suits, demands, losses, damages (including court costs and attorneys' fees) or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

E. MUTUAL COOPERATION. Tyler and Smith County agree to cooperate with each other, in good faith, at all times during the term hereof in order to effectuate the purpose and intent of this Agreement.

F. AUTHORITY TO CONTRACT. Each party acknowledges and represents that this Agreement has been duly authorized by their respective governing body.

G. NO PARTNERSHIP. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party, as creating the relationship of employer-employee, principal-agent, partners, joint ventures, or any other similar such relationships, between the parties hereto.

H. ENTIRE AGREEMENT; AMENDMENTS. This Agreement contains the entire Agreement of the parties respecting the subject matter and supersedes all prior negotiations, representations and/or agreements, either written or oral, between the parties. This Agreement may not be modified or amended except by written Agreement duly executed by both parties.

I. INTERPRETATION. This Agreement has been entered into and under the authority granted under the Act. All terms and provisions are to be construed and interpreted consistently with that Act. Should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

J. SEVERABILITY. The provisions of this Agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement shall be found to be contrary to law, or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of this Agreement; however, upon the occurrence of such event, either party may terminate this Agreement by giving the other party thirty days written notice of its intent to terminate.

K. ASSIGNMENT AND SUBLETTING. This Agreement shall not be assigned in whole or in part without the written consent of both parties.

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L. WAIVER. The waiver by either party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision.

M. REMEDIES. No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity, but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

N. APPLICABLE LAWS. This Agreement will be construed in accordance with the laws and Constitution of the State of Texas. All obligations are performable in Smith County, Texas. Exclusive venue shall be in Smith County, Texas.

O. CAPTIONS. Title and headings of Sections or Paragraphs hereof have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent.

P. COUNTERPARTS. This Agreement shall be executed in duplicate originals and all shall constitute but one and the same instrument.

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IN WITNESS OF WHICH this Agreement has been executed on this the ____ day of _____, 2025.

CITY OF TYLER,
a Texas municipal corporation

By: _____
Edward Brousard
City Manager

ATTEST:

_____
City Clerk

SMITH COUNTY, TEXAS
a political subdivision of Texas

By: _____
Neal Franklin
County Judge

_____
County Clerk

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CITY COUNCIL AGENDA

Wednesday, July 10, 2019
9:00 a.m.



CITY COUNCIL
Martin Heines, Mayor
Linda Sellers, District 1
Broderick McGee, District 2
Shirley McKellar, District 3
Don Warren, District 4
Bob Westbrook, District 5
Criss Sudduth, District 6

Edward Broussard, City Manager

CITY COUNCIL MEETING AGENDA

CITY COUNCIL CHAMBERS - CITY HALL
212 North Bonner
Tyler, Texas 75702
Wednesday, July 10, 2019
9:00 a.m.

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

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

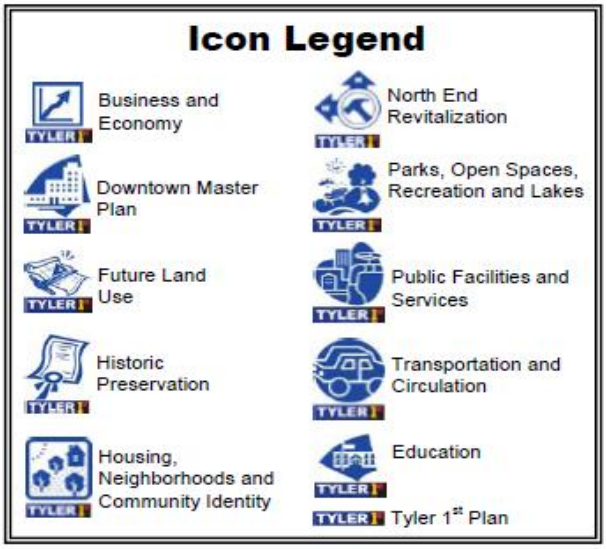
Si usted necesita ayuda con la interpretación o traducción de cualquier material en este sitio o en una reunión pública de la Ciudad de Tyler por favor llame al (903) 531-1250.

AMERICANS WITH DISABILITIES ACT NOTICE

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

COURTESY RULES

Thank you for your presence. The City Council appreciates your interest in Tyler City Government. To ensure fairness and orderly meetings, the Council has adopted rules of courtesy which apply to all members of the Council, Administrative Staff, News Media, Citizens and Visitors. If you wish to address the Council, obtain a speaker card from the receptionist's desk outside the Council Chambers, complete the information requested on the card, and deliver to the City Clerk before the meeting or as soon as you can. 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. Delay or interruption of the proceedings will not be tolerated.



INVOCATION

PLEDGE OF ALLEGIANCE

MINUTES

Request that the City Council consider approval of the Minutes of the Regular Meeting of the City Council of the City of Tyler, Texas on May 8, 2019.

Request that the City Council consider approval of the Minutes of the Special Called Meeting of the City Council of the City of Tyler, Texas on May 15, 2019.

ELECTIONS

E-1 Request that the City Council consider canvassing the returns of the City Council Runoff Election held June 29, 2019, for District No. 3, and adopting an ordinance declaring the results.

E-2 Request that a certificate of election and the Oath of Office be administered to the newly elected City Councilmember for District No 3.

ZONING

Z-1 PD19-012 WEST CUMBERLAND LLC (114.86 ACRES OF LAND) Request that the City Council consider approving a zone change from "AG", Agricultural District and "PCD", Planned Commercial District to "R-1B", Single-Family Residential District, "PMF", Planned Multifamily District with a written narrative, "RPO", Restricted Professional Office District, "C-1", Light Commercial District, and "PMXD-1", Planned Mixed Use District with a written narrative.

RESOLUTION

R-1 Request that the City Council consider approval of a resolution reserving the right to reimburse expenditures with proceeds of future debt. Said expenditures, in the amount of $947,824, will be incurred upon the execution of the contract with Quadex Lining Systems to perform the previously approved (Item M-3, 06/26/19) Western Seal manhole remediation package for the Consent Decree.

R-2 Request that the City Council consider authorizing the City Manager to execute a contract with Vortex Services in the amount of $321,065.50 for the Cured-In-Place-Pipe Package, BOND-CD-001-GM04 BuyBoard rehabilitation project and to approve a resolution reserving the right to reimburse expenditures with proceeds of future debt.

R-3 Request that the City Council authorize the City Manager to sign the application for the 2019 Better Utilizing Investments to Leverage Development "BUILD" Grant and approve a Resolution of Support to enhance South Broadway infrastructure and streetscaping from Front Street to Erwin Street.

MISCELLANEOUS

M-1 Request that the City Council consider authorizing the City Manager to execute a Notice of Intent and submit the revised Tyler Texas Pollutant Discharge and Elimination System Phase II MS4 Stormwater Management Plan to the Texas Commission on Environmental Quality.

M-2 Request that the City Council consider authorizing the City Manager to execute an Interlocal Agreement with Smith County related to Smith County's Stormwater Management Plan.

M-3 Request that the City Council consider authorizing the City Manager to execute a contract with Baker & Company Construction for the construction of the Vehicle Services Parking Lot Reconstruction project in the amount of $211,112.90.

M-4 Request that the City Council consider authorizing the City Manager to execute a contract with C.E. Marler and Associates, Inc. for the construction of the Community Development Block Grant (CDBG) Sidewalk Improvements near Austin Elementary project in the amount of $330,889.75.

M-5 Request that the City Council consider ratifying staff action authorizing reimbursements to Dixon Services Inc. for payments to property owners for easements and right-of-way for the Cambridge Road project in the amount of $69,377.82.

M-6 Request that the City Council consider authorizing the City Manager to execute a contract with Benchmark Design Group for the design, construction management, and construction inspection of the Cloverdale Drainage Improvements project in the amount of $440,500.

M-7 Request that the City Council consider authorizing the City Manager to sign an Architectural and Design Agreement from The C.T. Brannon Corporation for an amount not to exceed $62,900 to develop architectural and engineering plans for Fun Forest Park pool and splash pad repurpose project and Woldert Park splash pad repurpose project. This includes an amount not to exceed $14,000 for the finalization of construction administration of both parks whose construction was already approved under bid 19-019; further request the City Council also rescind funding authorized for Buy Board vendor Whirlix Design Inc., in the amount of $850,991.

M-8 Request that the City Council consider approval of an Interlocal Agreement between the City of Tyler and the Smith County Emergency Services District (ESD #2) for fire and first responder services.

M-9 Request that the City Council consider ratifying expenditures in the amount of $435,221.67 for all work performed on the emergency repair and replacement of approximately 600 feet of 42-inch sanitary sewer main and associated manholes located at the 1600 block of WNW Loop 323.

BOARD APPOINTMENTS

B-1 Request that the City Council consider approving nominations to the Tyler One Half Cent Sales Tax Corporation Board from District Nos. 3 and 6.

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 acceptance of a Texas Department of Transportation (TxDOT) Grant for Urban State Funds in the amount of $417,234.

C-A-2 Request that the City Council consider authorizing the City Manager to execute a Personal Services Contract with Charles H. Samson, III for design and project management of City of Tyler capital improvement projects in the amount of $50,000.

C-A-3 Request that the City Council consider ratifying expenditures in the amount of $83,801.31 for the rental of emergency pumps to provide sanitary sewer flow during the repairs to the 42-inch sanitary sewer main and associated manholes located at the 1600 block of WNW Loop 323.

C-A-4 Request that the City Council consider ratifying expenditures in the amount of $45,675.63 for all work performed on the emergency repair of a 54-inch sanitary sewer main located just north of the 6100 block of State Highway 110 North.

CITY MANAGER'S REPORT

ADJOURNMENT

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number:

Date: **July 10, 2019**

Subject: **Request that the City Council consider authorizing the City Manager to execute the Interlocal Agreement with Smith County related to Smith County's Stormwater Management Plan.**

Page: **1 of 1**

Item Reference: **June 11, 2014, Agenda Item C-A-2**

On January 24, 2019, the Texas Commission on Environmental Quality (TCEQ) promulgated the new Phase II MS4 (Municipal Separate Storm Sewer System) Stormwater Permit (TXR040000) updating the City of Tyler's MS4 permit, issued in 2014. Each regulated entity in the State of Texas was asked to submit a Notice of Intent (NOI) and a new or revised Stormwater Management Plan (SWMP) within 180 days of the permit renewal date of January 24, 2019.

On June 11, 2014, the City of Tyler entered an Interlocal Agreement (IA) with Smith County in order to combine efforts to improve the effectiveness of their SWMP. The initial terms of the IA were for a period of five (5) years, and two (2) subsequent five (5)-year terms upon mutual agreement of the parties. Revisions have been made to the original terms of the IA in order to account for revisions to the City of Tyler's and Smith County's SWMPs, executed in response to the TCEQ's new permit requirements. Accompanying this communication is a copy of the revised IA for Council review.

Smith County approved the Interlocal Agreement in their June 2, 2019 meeting.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute the Interlocal Agreement (IA) with Smith County related to Smith County's Stormwater Management Plan (SWMP).

ATTACHMENTS:

1. Previous Council Item, June 11, 2014, Agenda Item C-A-2
2. Proposed Interlocal Agreement

Drafted/Recommended By:
Department Leader

Sarah McCracken, Interim Public Works Manager

Edited/Submitted By:
City Manager

Edward Broussard

STATE OF TEXAS	§	**INTERLOCAL COOPERATION AGREEMENT**
	§	**FOR**
	§	
	§	**STORMWATER MANAGEMENT BETWEEN**
COUNTY OF SMITH	§	
		THE CITY OF TYLER AND SMITH COUNTY

THIS INTERLOCAL COOPERATION AGREEMENT (the "Agreement") is made and entered into by and between the City of Tyler ("Tyler"), a municipal corporation of Smith County, Texas, by and through its City Manager pursuant to City Council authority at a regularly scheduled City Council meeting on the 10th day of July, 2019, and Smith County, Texas ("Smith County"), a political subdivision of the State, acting by and through a County Judge pursuant to Commissioners Court authority at a regularly scheduled Commissioners Court meeting on the 2nd day of July, 2019.

WHEREAS, the Interlocal Cooperation Act (the "Act"), codified as Chapter 791, Texas Government Code, authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, Texas Administrative Code Title 30, Section 281.25, as adopted by the Texas Commission on Environmental Quality ("TCEQ") and applicable federal regulations require both Tyler and Smith County to obtain stormwater permit coverage for their municipal separate storm sewer systems ("MS4s") because each is identified as a Regulated Small MS4; and

WHEREAS, TCEQ regulations require both Tyler and Smith County to take certain actions to implement the requirements of the State's Texas Pollutant Discharge Elimination System ("TPDES") General Permit for Regulated Small MS4s, TPDES General Permit No. TXR040000; and

WHEREAS, State law allows Regulated Small MS4s such as Tyler and Smith County to work together to implement provisions of the TPDES General Permit for Regulated Small MS4s; and

WHEREAS, Tyler and Smith County believe that by working together to implement the provisions of the TPDES General Permit for Regulated Small MS4s they can combine their resources to achieve lower costs, greater efficiency, and higher effectiveness in the programs; and

WHEREAS, Tyler and Smith County desire to enter into this Interlocal Cooperation Agreement pursuant to the provisions of Texas Government Code Chapter 791, the Act, and other applicable statutes, contracts pursuant thereto, and Charter provisions; and

WHEREAS, this Agreement will increase the efficiency and effectiveness of stormwater management in both Tyler and Smith County; and

WHEREAS, this Agreement will mutually benefit the parties and serve to protect the public interest and the public health, safety, welfare, and the environment.

NOW THEREFORE, for and in consideration of the mutual promises and obligations hereinafter stated, and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Tyler and Smith County agree as follows:

I. EFFECTIVE DATE

The effective date of this Agreement shall be the 10th day of July 2019.

II. TERM

The initial term of this Agreement shall be for a period of five (5) years from the effective date of this Agreement. Thereafter, upon mutual agreement of the parties hereto, this Agreement may be renewed for two additional five (5) year terms unless terminated earlier by either party as set forth below.

III. DUTIES OF PARTIES

The following outlines the duties of the parties to implement the requirements of the TPDES General Permit for Regulated Small MS4s and specifically to address the five (5) applicable Minimum Control Measures ("MCMs" identified in the TPDES General Permit for Regulated Small MS4s. The various Best Management Practices ("BMPs") are referenced with respect to Smith County's Stormwater Management Program ("SWMP"), and the related BMPs in Tyler's SWMP are provided for reference.

A. PUBLIC EDUCATION, OUTREACH, AND INVOLVEMENT.

1. Smith County BMP PE/PI-1 – Public Service Announcements/Social Media: In order to address the Public Education and Outreach MCM, Tyler plans to utilize stormwater public service announcements. (*See* Tyler BMP PE/PI-1.) Because the public service announcements are broadcast throughout Smith County, Tyler shall recognize Smith County's role in addressing stormwater issues in all stormwater public service announcements broadcast each year during the term of this Agreement.

2. Smith County BMP PE/PI-2 – Stormwater Web Site: In order to address the Public Education and Outreach MCM, Tyler plans to maintain its stormwater web site. (*See* Tyler BMP PE/PI-3.) Tyler shall work with Smith County to develop one (1) static stormwater web page for the Smith County web site. The stormwater web page developed for Smith County shall have a link to Tyler's stormwater web site. Tyler's stormwater website shall have a link to the Smith County website within 30

days of notice from Smith County that said Smith County stormwater website is available.

3. Smith County BMP PE/PI-4 – Stormwater Brochures: In order to address the Public Education and Outreach MCM, Tyler will continue to develop new brochures on a "as need basis" and maintain existing brochures addressing such topics as pesticides and fertilizer use, household hazardous waste, pet waste, and Tyler's recycling program. (*See* Tyler BMP PE/PI-2.) Tyler shall include Smith County's logo on applicable stormwater brochures printed each year during the term of this Agreement as requested by Smith County. Tyler will provide to Smith County the number of brochures requested by Smith County during throughout the term of the TPDES General Permit for Regulated Small MS4s. Within 30 days after Tyler submits an invoice to Smith County for the purchase of such brochures, Smith County shall reimburse Tyler for the printing costs of those brochures provided to Smith County. Smith County shall make the brochures available throughout the urbanized areas of Smith County outside Tyler's corporate limits.

B. ILLICIT DISCHARGE DETECTION AND ELIMINATION.

1. Smith County BMP ID-1 – Storm Drain System Outfall Mapping: In order to address the Illicit Discharge Detection and Elimination MCM, Tyler is maintaining and improving a city-wide GIS storm drain system outfall map of those locations within Tyler's corporate limits. (*See* Tyler BMP ID-1.) Smith County will develop and maintain a GIS storm drain system outfall map for those portions of the urbanized area outside of Tyler's corporate limits. Information in each of Tyler and Smith County's said GIS storm drain system outfall maps shall be made available to the other party.

2. Smith County BMP ID-3 – Illicit Discharge Investigations: In order to address the Illicit Discharge Detection and Elimination MCM, Tyler plans to conduct illicit discharge investigations throughout the storm sewer system on an as needed basis. (*See* Tyler BMP ID-3.) These investigations can utilize fluorescent dye testing, smoke testing, and/or remote TV camera inspection to track down illicit connections to the MS4. Smith County shall work with Tyler to coordinate such illicit discharge investigations within the urbanized area outside of Tyler's corporate limits when such investigations are necessary. Smith County shall reimburse Tyler on a case-by-case basis for illicit discharge investigations requested by Smith County and performed by Tyler in the urbanized area outside Tyler's corporate limits. Smith County shall reimburse Tyler for the costs associated with the requested investigations within 30 days after Tyler submits an invoice to Smith County for such investigations.

3. Smith County BMP ID-6 – Reduce Failing Septic Systems: In order to address the Illicit Discharge Detection and Elimination MCM, Smith County plans to continue its permitting and regulation of septic systems through the TCEQ On-site Sewage Facility Program ("OSSF"). To enhance the effectiveness of this program, Smith

County has developed a brochure, which will address proper septic system care, for septic system pumping companies to distribute to septic system owners. Smith County shall include Tyler's logo on all septic tank brochures printed each year during the term of this Agreement. Tyler shall reimburse Smith County for the printing costs of brochures provided to Tyler during the term of the TPDES General Permit for Regulated Small MS4s within 30 days after Smith County submits an invoice to Tyler for such brochures. Smith County shall make the brochures available to septic system pumping companies for distribution to the owners of septic systems within Tyler's corporate limits.

4. Smith County BMP ID-7 – Smith County Cleanup Day: In order to address the Illicit Discharge Detection and Elimination MCM, Smith County plans to conduct a Smith County Cleanup Day. Smith County shall hold a Smith County Cleanup Day on an annual basis during the term of the TPDES General Permit for Regulated Small MS4s. Tyler shall allow Smith County to deliver acceptable materials collected as part of Smith County Cleanup Day to the Allied Greenwood Farm landfill for disposal, with Smith County paying for the cost as established by the City at the time of service.

C. CONSTRUCTION SITE STORMWATER RUNOFF CONTROL

1. Smith County BMP C-1 – Track Construction Site Notices: In order to address the Construction Site Stormwater Runoff Control MCM, Tyler plans to review plans for construction projects within Tyler's corporate limits and ETJ as allowed by State law and City ordinances. (*See* Tyler BMP C-2.) Smith County will track all construction site notices including Notices of Intents, Notices of Change and Notices of Termination that it receives as the MS4 operator and share that information with the City of Tyler.

2. Smith County BMP C-2 – Construction Inspection: In order to address the Construction Site Stormwater Runoff Control MCM, Tyler plans to continue to conduct construction inspections of residential and commercial sites within Tyler's corporate limits and some areas of its ETJ as allowed by State law and City ordinances. (*See* Tyler BMP C-3.) Smith County will notify the City of Tyler of any citizen complaints that it receives through the County's Web-Based Incident Reporting System (Smith County BMP ID-5) regarding construction sites located in the City's ETJ. If allowed under State and local law, the City of Tyler will perform construction inspections of those sites located in the City's ETJ and report inspection results to Smith County.

D. POST-CONSTRUCTION STORMWATER MANAGEMENT IN NEW DEVELOPMENT AND REDEVELOPMENT

1. Smith County BMP PC-1 – Long Term Operation and Maintenance of BMPs: In order to address the Post-Construction Stormwater Management in New

Development and Redevelopment MCM, Tyler plans to conduct inspections to determine the effectiveness of post-construction BMPs. (*See* Tyler BMP PC-3.) Tyler shall conduct these inspections within its ETJ inside the urbanized area at Smith County's request. Smith County shall reimburse Tyler on a case-by-case basis for those inspections within Tyler's ETJ requested by Smith County and performed by the City within 30 days after the City submits an invoice to Smith County for the costs associated with such inspection. Tyler shall notify the Smith County Road and Bridge Department if conditions are observed that require maintenance.

E. POLLUTION PREVENTION/GOOD HOUSEKEEPING FOR MUNICIPAL OPERATIONS.

1. Smith County BMP GH-8 – Storm Drain System Cleaning. In order to address the Pollution Prevention/Good Housekeeping for Municipal Operations MCM, Smith County plans to continue to perform maintenance on drains at the Smith County Base Facility that discharge into the adjacent creek. The drains shall be cleaned on an as needed basis. Depending on the extent of the maintenance required, Smith County may request assistance from the City of Tyler. Smith County may coordinate with the City of Tyler's Streets Department to assist them in cleaning/maintaining drains with the City's vacuum truck. Smith County shall reimburse Tyler for each use of the vacuum truck at a price to be negotiated at the time of each request.

IV. PAYMENT/FUNDING

Costs payable by Tyler and Smith County pursuant to this Agreement are outlined above, and will be based on actual costs with documentation of time and materials as described in invoices provided by Tyler for reimbursement requests. Smith County and Tyler shall meet each year prior to the budgeting process to finalize the estimate of BMP activities for the upcoming fiscal year. This provision shall supersede any provision in conflict within this agreement.

V. MISCELLANEOUS PROVISIONS

A. NOTICE. Any notice given hereunder must be in writing, and may be effective by personal delivery, facsimile transmission, or by certified mail, return receipt requested, at the address of the respective parties indicated below:

City of Tyler:
City Manager
City of Tyler
P.O. Box 2039
Tyler, Texas 75710
(903) 531-1250 (Telephone)
(903) 531-1166 (Facsimile)

Smith County: County Judge
Smith County Commissioners Court
200 E. Ferguson, Suite 100
Tyler, Texas 75702
(903) 590-4600 (Telephone)
(903) 590-4615 (Facsimile)

These addresses for notice may be changed by either party by delivering written notice within ten days of the change, in accordance with the requirements of this paragraph, to the other party.

B. CURRENT REVENUES. Tyler and Smith County will pay for services rendered pursuant to this Agreement from current revenues.

C. RENEWAL. The renewal of this Agreement shall be contingent upon the availability of current revenue funds and annual budget allocations and appropriations by the parties.

D. HOLD HARMLESS. Each party to this Agreement does hereby agree to waive all claims against, release and hold the other party and its respective officials, officers, agents, and employees, both in their official capacity and individual capacity, harmless from and against any and all liability, claims, suits, demands, losses, damages (including court costs and attorneys' fees) or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

E. MUTUAL COOPERATION. Tyler and Smith County agree to cooperate with each other, in good faith, at all times during the term hereof in order to effectuate the purpose and intent of this Agreement.

F. AUTHORITY TO CONTRACT. Each party acknowledges and represents that this Agreement has been duly authorized by their respective governing body.

G. NO PARTNERSHIP. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party, as creating the relationship of employer-employee, principal-agent, partners, joint ventures, or any other similar such relationships, between the parties hereto.

H. ENTIRE AGREEMENT; AMENDMENTS. This Agreement contains the entire Agreement of the parties respecting the subject matter and supersedes all prior negotiations, representations and/or agreements, either written or oral, between the parties. This Agreement may not be modified or amended except by written Agreement duly executed by both parties.

I. INTERPRETATION. This Agreement has been entered into and under the authority granted under the Act. All terms and provisions are to be construed and interpreted consistently with that Act. Should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

J. SEVERABILITY. The provisions of this Agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement shall be found to be contrary to law, or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of this Agreement; however, upon the occurrence of such event, either party may terminate this Agreement by giving the other party thirty days written notice of its intent to terminate.

K. ASSIGNMENT AND SUBLETTING. This Agreement shall not be assigned in whole or in part without the written consent of both parties.

L. WAIVER. The waiver by either party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision.

M. REMEDIES. No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity, but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

N. APPLICABLE LAWS. This Agreement will be construed in accordance with the laws and Constitution of the State of Texas. All obligations are performable in Smith County, Texas. Exclusive venue shall be in Smith County, Texas.

O. CAPTIONS. Title and headings of Sections or Paragraphs hereof have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be

considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent.

P. COUNTERPARTS. This Agreement shall be executed in duplicate originals and all shall constitute but one and the same instrument.

IN WITNESS OF WHICH this Agreement has been executed on this the 2nd day of July, 2019.

CITY OF TYLER,
a Texas municipal corporation

By: _____
Edward Broussard
City Manager

SMITH COUNTY, TEXAS
a political subdivision of Texas

By: _____
Cary Nix for Nathaniel Moran
County Judge

ATTEST:

_____
City Clerk

CITY OF TYLER SEAL TEXAS

_____
Karen Phillips
County Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

APPROVED AS TO FORM:

_____
Assistant District Attorney for
Commissioner's Court

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-7

Date: February 26, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute the Reconciliation Change Order with Reynolds & Kay, LTD. for the Storm Main Replacement project, Bid No. 24-041, increasing the approved contract amount by $75,580.20 (20.7%), from $364,781.00 to $440,361.20, and approve the release of retainage, pending approval by the Half Cent Sales Tax Board.

Item Reference: **Half Cent 10/8/2024, Item 24-10-01; Council 10/23/2024, Item C-A-11**

A corrugated metal pipe (CMP) failed at 2739 W NW Loop 323 causing a large sinkhole and endangering private property, creating an urgent repair situation. This asset, installed by others, but in a City of Tyler drainage easement, is necessary to carry stormwater from part of Loop 323, Gentry, and adjacent properties.

The failed CMP (approximately 300-ft) was replaced with reinforced concrete pipe (RCP). Two (2) Y-Inlet drainage structures were installed, replacing grate drains, and a TxDOT headwall was installed with rock riprap to better protect the sanitary sewer creek crossing at the outfall of the new storm main.

The sanitary sewer line was private because it was constructed improperly many years ago and was never accepted by Tyler Water Utilities. However, it is located in a sanitary sewer easement. During the repair of the storm main, the private sanitary sewer crossing was to be repaired by the property owners. However, it was apparent that the compromised sanitary sewer line would not be repaired to City standards. Because the sanitary sewer line is in an easement, and due to the likelihood of future failure, the City Staff made the decision to repair the line. At this time, it was discovered that the line needed to be rehabilitated from manhole to manhole.

The City replaced the formerly private sanitary sewer line that ran from a manhole behind the Quality Inn to a manhole behind the Oyo Motel. The City's additional sanitary sewer work performed included:
1. Replaced approximately 333' feet of clay and exposed PVC pipe with ductile iron pipe;
2. Corrected the elevation and eliminating the low areas so that it would flow correctly;
3. Installed a stable creek crossing with piers per City of Tyler standards; and
4. Worked with the Studio 6 property to correct their service connection.

The hotels will be responsible for $56,200.00 that will be collected by Tyler Water Utilities. The increase to the Half Cent Sales Tax program is $19,380.20. These figures total the $75,580.20.

This project was funded by the Half Cent Sales Tax.
Additional sanitary sewer work was funded by Tyler Water Utilities.

RECOMMENDATION:

Recommend that the City Council consider authorizing the City Manager to execute the Reconciliation Change Order with Reynolds & Kay, LTD. for the Storm Main Replacement project, Bid No. 24-041, increasing the approved contract amount by $75,580.20 (20.7%), from $364,781.00 to $440,361.20, and approve the release of retainage, pending approval by the Half Cent Sales Tax Board.

Attachments:
24-041_2739WNWLoop323_RCO_Signed
24-041_2739WNWLoop323_Release_Docs_Signed
IMG_2728
IMG_9192 Failure
IMG_2215
IMG_2225
IMG_1841 Before
IMG_2492 After

Drafted/Recommended By:
Department Leader Paul Neuhaus, P.E., M.S. - Stormwater Management and Environmental Compliance Engineer

Edited/Submitted By:
City Manager

RECONCILIATION CONTRACT CHANGE ORDER
CHANGE ORDER NO. #01

PROJECT NAME: 60" Storm Main Failure

DATE: 2/5/2025

CONTRACTOR: Reynolds & Kay, LTD.
ADDRESS: 2700 S SW Loop 323
Tyler, Texas 75701
PHONE NO.: 903-592-0835

BID NUMBER: 24-041

Item No.	Work Items	Qty	Units (from pull-down list)	Unit Price	SOV	Qty Complete to Date	Amount Complete to Date	Difference in Bid Qty	Difference in Bid Amount
1.01	Performance, Payment, and Maintenance Bonds	1.00	LS	$ 8,000.00	$ 8,000.00	1.00	$ 8,000.00	0.00	$ -
1.02	Insurance, including liability naming Owner as additional insured	1.00	LS	$ 7,000.00	$ 7,000.00	1.00	$ 7,000.00	0.00	$ -
2.01	Mobilization	1.00	LS	$ 30,000.00	$ 30,000.00	1.00	$ 30,000.00	0.00	$ -
2.03	Provide Construction Staking	1.00	LS	$ 2,000.00	$ 2,000.00	1.00	$ 2,000.00	0.00	$ -
2.05	Prepare Right of Way, for proposed drainage including, but not limited to, concrete removal, old concrete removal, vegetation removal, gas line removal, electrical line protection as needed, old drainage pipe removal, protection of necessary utilities, fencing removal, and minor site grading for restoration and erosion control	1.00	LS	$ 16,000.00	$ 16,000.00	1.00	$ 16,000.00	0.00	$ -
2.11	Erosion Control; four (4) rows of silt fencing over disturbed pipe installation area, at headwall/wingwalls, and start of graded area furnished and installed	250.00	LF	$ 2.00	$ 500.00	89.00	$ 178.00	(161.00)	$ (322.00)
2.12	Erosion Control; erosion control matting for inlets, furnished and installed	120.00	SY	$ 4.00	$ 480.00	0.00	$ -	(120.00)	$ (480.00)
2.21	Trench Safety for trenches greater than 5-ft in depth, per OSHA requirements	295.00	LF	$ 1.00	$ 295.00	295.00	$ 295.00	0.00	$ -
3.2	60-in Class III Reinforced Concrete Pipe, furnished and installed	282.00	LF	$ 380.00	$ 107,160.00	282.00	$ 107,160.00	0.00	$ -
3.21	Wrap all joints of RCP with 24-in wide woven geotextile fabric, furnished and installed	282.00	LF	$ 3.00	$ 846.00	282.00	$ 846.00	0.00	$ -
3.22	City of Tyler Junction Box with Y-Inlet top for 60-in RCP, (6' 4" x 8' 4", est.), furnished and installed	2.00	EA	$ 10,000.00	$ 20,000.00	2.00	$ 20,000.00	0.00	$ -
3.23	Provide standard TxDOT headwall and wingwalls (30-deg, 2:1 slope, CH-FW-0); exception of a 3-ft in leiu of 1-ft toe, furnished and installed	1.00	EA	$ 10,000.00	$ 10,000.00	1.00	$ 10,000.00	0.00	$ -
4.01	Tree removal; down tree in creek and under sanitary sewer crossing	1.00	LS	$ 7,000.00	$ 7,000.00	1.00	$ 7,000.00	0.00	$ -
4.02	Seeding of disturbed areas, rye grass	1250.00	SY	$ 0.50	$ 625.00	0.00	$ -	(1250.00)	$ (625.00)
4.1	Expose Y-Inlet approximately 55-ft east of of junction box at start of project	1.00	LS	$ 700.00	$ 700.00	1.00	$ 700.00	0.00	$ -
4.11	Grade area from start of fence north to junction box and Y-Inlet to have a 15:1 slope max with positive drainage to exposed Y-Inlet (approximately 560 SY)	1.00	LS	$ 2,700.00	$ 2,700.00	1.00	$ 2,700.00	0.00	$ -
4.33	Replace Concrete Paving	90.00	SY	$ 170.00	$ 15,300.00	89.00	$ 15,130.00	(1.00)	$ (170.00)
4.36	Concrete flume with 8-in curb, per plans	10.00	SY	$ 220.00	$ 2,200.00	39.06	$ 8,593.20	29.06	$ 6,393.20
4.4	Remove and replace fence, 10-ft sections, as shown on plans (1-post, 10-ft panel)	14.00	EA	$ 480.00	$ 6,720.00	12.00	$ 5,760.00	(2.00)	$ (960.00)
4.41	Install new fencing, matching existing, from edge of dumpter pad north approximately 50-ft, then approximately 20-ft west to edge of paving (7-posts 10-ft O.C.)	7.00	EA	$ 480.00	$ 3,360.00	11.80	$ 5,664.00	4.80	$ 2,304.00
4.6	12-ft wide x 12-ft deep dumpster pad, with new 6-ft cinder block screening walls - capped, and new gates, per City of Tyler Standards	1.00	LS	$ 8,000.00	$ 8,000.00	1.00	$ 8,000.00	0.00	$ -
4.85	Remove PVC private sanitary sewer span at outfall work area and ready for bypass pumping, and reconnect in current configuration	1.00	LS	$ 2,000.00	$ 2,000.00	1.00	$ 2,000.00	0.00	$ -
5.01	Crushed Stone Bedding, furnished and installed; 1.5 x (Pipe O.D.-in + 24-in) & 12-in deep	140.00	CY	$ 90.00	$ 12,600.00	116.00	$ 10,440.00	(24.00)	$ (2,160.00)
5.02	Select Fill, Loose (1,667 CY in-place)	2500.00	CY	$ 17.00	$ 42,500.00	2320.00	$ 39,440.00	(180.00)	$ (3,060.00)

5.03	Rock Riprap; Size 8-in; 2-ft wide strip, 1-ft deep to cover 9-SY (1.4 ton/CY), furnished and installed along top of each wingwall	3.00	CY	$	250.00	$	750.00	0.00	$ -	(3.00)	$ (750.00)
5.04	Rock Riprap; Size 30-in; 4-ft deep to cover 75-SY (1.4 ton/CY), furnished and installed at outfall (will use broken concrete and rubble to supplement, and then cover with rock riprap)	100.00	CY	$	250.00	$	25,000.00	109.00	$ 27,250.00	9.00	$ 2,250.00
5.11	Woven geotextile fabric under rock riprap, furnished and installed	80.00	SY	$	2.00	$	160.00	80.00	$ 160.00	0.00	$ -
5.9	Bypass Pumping of Sanitary Sewer Line, Private	1.00	LS	$	2,000.00	$	2,000.00	1.00	$ 2,000.00	0.00	$ -
6.01	Provide CCTV inspection of completed storm drain system after installation	295.00	LF	$	3.00	$	885.00	0.00	$ -	(295.00)	$ (885.00)
	BASE BID SUBTOTAL					**$**	**334,781.00**		$ 336,316.20		$ 1,535.20
100	**Contingency, Paid As Needed Upon Engineer's Approval**	**1.00**		**$**	**30,000.00**	**$**	**30,000.00**	0.00	$ -	0.00	$ (30,000.00)
						$	**364,781.00**		**$ 336,316.20**		**$ (28,464.80)**
	Private Sanitary Sewer: ~160 LF of 6" steel line, 7 sets of steel piers, removal of concrete pier, and additional tree clearing	1.00	LS	$	56,200.00	$	56,200.00	1.00	$ 56,200.00	0.00	$ -
	Fill voids beneath private concrete parking area with flowable fill	8.00	CY	$	245.00	$	1,960.00	8.00	$ 1,960.00	0.00	$ -
	Hydromulch in lieu of seeding	2000.00	CY	$	1.00	$	2,000.00	2000.00	$ 2,000.00	0.00	$ -
	Replace "Y" Inlet Top	1.00	LS	$	1,000.00	$	1,000.00	1.00	$ 1,000.00	0.00	$ -
	Additional Sewer Work, Replace line manhole to manhole	1.00	LS	$	42,885.00	$	42,885.00	1.00	$ 42,885.00	0.00	$ -
						$	**104,045.00**		**$ 440,361.20**		**$ (28,464.80)**

Original contract price:	$	364,781.00
Change in contract price from previous change orders:	$	-
Change in contract price due to this change order:	$	75,580.20
Adjusted contract price to date:	**$**	**440,361.20**
		20.72%

Original contract end date / days:	12/26/2025
Change in contract days from previous change orders:	0
Change in contract days due to this change order:	30
Adjusted contract days to date:	1/25/2026

RECOMMENDED FOR APPROVAL: Darin Jennings, P.E.
City Engineer

Date

ACCEPTED: Reynolds & Kay, LTD.
Contractor

02/05/2025
Date

REVIEWED:
City Attorney's Office

Date

APPROVED: Edward Broussard
City Manager

Date

AGENDA ITEM NUMBER: C-A-

DATE APPROVED BY COUNCIL: 2/26/2025

Section 12 CONTRACTOR'S AFFIDAVIT OF BILLS PAID

THE STATE OF TEXAS	§	**CONTRACTOR'S**
	§	**AFFIDAVIT OF BILLS PAID**
	§	**CAPITAL IMPROVEMENT PROJECT (CIP) CONTRACTS**
	§	
COUNTY OF SMITH	§	**Tex. Prop. Code Ann. § 53.085(a)**

THIS AFFIDAVIT is made for the purpose of obtaining balance due from City of Tyler, "**CITY**", on the construction work described herein provided the **CONTRACTOR** has fully performed his contractual obligations under the terms of the AGREEMENT.

I, Kelvin L. DeShazo *[Name of Affiant]*, do solemnly swear or affirm that I am the legal representative of Reynolds & Kay, LTD. *[Contractor's Company / Corporation Name]*, the City of Tyler, the County of Smith, the State of Texas, and that the work for the construction of the project designated below has been satisfactorily completed:

City of Tyler Bid Number	24-041
Project Name	Storm Sewer Pipe Replacement

Additionally, I do solemnly swear or affirm:

☑ All bills for materials, supplies, apparatus, fixtures, machinery, labor, subcontractors, laborers and materialmen used in connection with the construction of this project have been fully paid.

OR

☐ The following bills have **not** been fully paid (☐ attach additional pages if necessary):

Name	Amount Owed	Telephone	Address
	$		
	$		
	$		

Kelvin L. DeShazo
Signature of Contractor

Sworn to and subscribed before me by *Affiant* on the 5 day of February, 2025.

AMANDA HAYNES
My Notary ID # 130415763
Expires November 22, 2027

Notary Public In and For The State of Texas

My Commission Expires: 11-22-27

Amanda Haynes
Notary's Printed Name

Section 14 WAIVER AND RELEASE

THE STATE OF TEXAS	§	**CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT**
	§	
	§	**PURSUANT TO**
	§	
	§	**AGREEMENT**
	§	**AND/OR**
COUNTY OF SMITH	§	**PURSUANT TO TEX. PROPERTY CODE § 53.284 FORMS FOR WAIVER AND RELEASE OF LIEN OR PAYMENT BOND CLAIM**

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

City of Tyler Bid Number	24-041
Project Name	Storm Sewer Pipe Replacement

On receipt by the signer of this document of a check from City of Tyler *[Maker of Check]* in the sum of $75,580.20 (Seventy-five thousand five hundred eighty and 20/100) payable to Reynolds & Kay, LTD. *[Payee(s) of Check]* and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Studio 6 and Oyo Motels *[Owner]* located at 2739 W NW Loop 323 and 3300 Mineola Hwy, Tyler, TX *[Location]* to the following extent: Replacement of failed 60" CMP and 6" sanitary sewer *[Job Description]*.

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to City of Tyler *[Person with Whom Signer Contracted]*.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date 02-05-2025

REYNOLDS & KAY LTD (Company name)

By (Signature)

VICE PRESIDENT OF LF. KAY MANAGEMENT, LLC, (Title)
GENERAL PARTNER


DIRECTION
321 deg(T)
32.38132°N
095.33326°W
ACCURACY 5 m
DATUM WGS84
2025-02-07
09:04:48-06:00


DIRECTION
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DIRECTION
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DATUM WGS84
2024-11-25
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DIRECTION
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DATUM WGS84
2025-01-23
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CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-8

Date: February 26, 2025

Subject: Request that the City Council consider authorizing the City Manager to ratify staff's action in the approval of KSA Engineers providing services to update the Risk and Resiliency and Emergency Response Plan as required by the Environmental Protection Agency (EPA) to comply with the American Water Infrastructure Act in the amount of $107,500.

Item Reference:

Every 5 years, the City of Tyler is required to update our Risk and Resiliency Plan and Emergency Response Plan to remain in compliance with the Environmental Protection Agency, American Infrastructure Act. KSA Engineers will provide the services to update each of these plans on the city's behalf.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to ratify staff's action in the approval of KSA Engineers providing services in the amount of $107,500 to update the Risk and Resiliency and Emergency Response Plan updates as required by the Environmental Protection Agency to comply with the American Water Infrastructure Act.

Attachments:
AWIA Updates Service Agreement
Certificate of Liability Insurance

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

Edited/Submitted By:
City Manager

STATE OF TEXAS §

STANDARD FORM OF AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

COUNTY OF SMITH §

This AGREEMENT is entered into, with an Effective Date of _____ [*insert date of last party's signature*], by and between the **CITY OF TYLER**, in Smith County, Texas (OWNER), acting therein by and through its duly authorized City Manager, and **KSA Engineers, Inc.** (ENGINEER or ARCHITECT), hereinafter referred to as "E/A," for the purpose of acquiring all professional engineering and/or architectural services required for the project known as **"2025 America Water Infrastructure Act (AWIA) Risk and Resiliency Assessment and Emergency Response Plan"** (hereinafter called the Project).

OWNER and E/A in consideration of their mutual covenants herein agree in respect of the performance of professional engineering and/or architectural services by E/A and the payment for those services by OWNER as set forth below.

SECTION 1—BASIC SERVICES OF ENGINEER OR ARCHITECT

1.1. General.

1.1.1. E/A shall provide for OWNER professional consulting services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional E/A representative for the project, providing professional engineering and/or architectural consultation and advice and furnishing customary civil services incidental thereto.

1.1.2. **If the Project is a "civil works" project, as defined by Sec. 2269.351 of Tex. Gov. Code Ann., then Exhibit "F" does NOT apply.** "**Civil works"** projects are those related to roads, streets, bridges, utilities, water supply projects, water plants, waste water plants, water distribution and wastewater conveyance facilities, desalination projects, wharves, docks, airport runways and taxiways, storm drainage, flood control projects and transit projects.

1.1.3. **If the Project is related to "public works" projects or construction contract affecting City-owned buildings, then this contract IS SUBJECT TO ADDITIONAL PROVISIONS FOUND IN EXHIBIT "F", which is attached and incorporated for all purposes herein. "Public Works"** is defined by Tex. Gov. Code Ann., Sec. 2269.001 (6) as a contract for constructing, altering, or repairing a public building or carrying out any public work.

1.1.4. If Exhibit "F" is applicable and there is a conflict between this Agreement and Exhibit "F", provisions in Exhibit "F" shall control.

1.2. Study and Report Phase.

After written authorization to proceed and as required by the specific services set forth in Exhibit "A", E/A shall:

1.2.1. Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.

1.2.2. Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in paragraph 3.4, and assist OWNER in obtaining such data and services.

1.2.3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

1.2.4. Provide analysis of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

1.2.5. Provide a general economic analysis of OWNER's requirements applicable to various alternatives.

1.2.6. Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the

considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to OWNER and setting forth E/A's findings and recommendations. This Report will be accompanied by E/A's opinion of probable costs for the Project, including the following which will be separately itemized: Construction Cost, allowance for E/A costs and contingencies, and (on the basis of information furnished by OWNER) allowances for such other items as charges of all consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others for OWNER pursuant to paragraphs 3.7 through 3.11, inclusive. The total of all such costs, allowances, etc. are hereinafter called "Total Project Costs".

1.2.7. Furnish multiple copies of the Study and Report documents (not to exceed six (6) copies) and review them in person with OWNER.

1.3. Preliminary Design Phase.

After written authorization to proceed and as required by the specific services set forth in Exhibit “A”, E/A shall:

1.3.1. In consultation with OWNER and on the basis of the accepted Study and Report documents, determine the general scope, extent and character of the Project.

1.3.2. Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

1.3.3. Advise OWNER if additional data or services of the types described in paragraph 3.4 are necessary and assist OWNER in obtaining such data and services.

1.3.4. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Total Project Costs.

1.3.5. Furnish multiple copies of the above Preliminary Design documents and present and review them in person with OWNER, not to exceed six (6) copies.

1.3.6. Derive right-of-way (ROW) data and easement documents as needed for the OWNER to begin land acquisition.

1.4. Final Design Phase.

After written authorization to proceed and as required by the specific services set forth in Exhibit “A”, E/A shall:

1.4.1. On the basis of the accepted Preliminary Design documents and the revised opinion of probable Total Project Costs prepare for incorporation in the Contract Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications.

1.4.2. Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities.

1.4.3. Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications.

1.4.4. Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders.

1.4.5. Furnish multiple copies of the above documents and of the Drawings and Specifications and present and review them in person with OWNER, not to exceed six (6) copies.

1.5. Bidding or Negotiating Phase.

After written authorization to proceed and as required by the specific services set forth in Exhibit “A”, E/A shall:

1.5.1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for each

separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.

1.5.2. Assist OWNER in issuing addenda as appropriate to interpret, clarify or expand the Bidding Documents.

1.5.3. Consult with and advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.5.4. Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.5.5. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

1.6. Construction Phase.

After written authorization to proceed and as required by the specific services set forth in Exhibit “A”, E/A shall:

1.6.1. *Preconstruction Conference.* Coordinate, schedule and attend a preconstruction conference with the OWNER, other utility owners, contractors and other interested parties to determine and coordinate construction scheduling and responsibilities.

1.6.2. *Visits to Site and Observation of Construction.* In connection with observations of the work of Contractor(s) while it is in progress:

1.6.2.1. E/A shall make visits to the site at intervals appropriate to the various stages of construction as necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Based on information obtained during such visits and on such observations, E/A shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and E/A shall keep OWNER informed of the progress of the work.

1.6.2.2. The purpose of E/A's visits to the site will be to enable E/A to better carry out the duties and responsibilities assigned to and undertaken by E/A during the Construction Phase, and in addition, by exercise of E/A's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, E/A shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall E/A have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction elected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, E/A can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

1.6.3. *Interpretations and Clarifications.* E/A shall issue necessary interpretations and clarifications of the Contract Documents as requested by the OWNER.

1.6.4. *Subsurface Exploration.* Coordinate core borings, probing or subsurface explorations, issue orders for necessary laboratory tests and inspect samples or materials submitted for laboratory testing.

1.6.5. *Shop Drawings.* E/A shall review and approve (or take other appropriate action in respect of) samples, catalog data, shop drawings other data which Contractor(s) is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident

thereto.

1.6.6. *Substitutes.* E/A shall evaluate the acceptability of substitute materials and equipment proposed by Contractor(s) and make recommendations to OWNER, subject to the provisions of paragraph 2.2.2.

1.6.7. *Tests.* E/A shall verify that tests, including equipment and start-up, which are required by the specifications and contract documents, are conducted and that the Contractor maintains adequate records thereof and shall observe, record and report to the OWNER appropriate details relative to the test procedures and start-ups.

1.6.8. *Applications for Payment.* Based on his on-site observations as an experienced and qualified design professional and on his review of the Contractors' applications for payment, determine the amount owing to the Contractor(s) and recommend in writing payment to the Contractor(s) in such amounts; such recommendations of payment to constitute a representation to the OWNER, based on such applications, that the work has progressed to the point indicated and that, to the best of his knowledge, work is in accordance with the plans, specifications and contract documents, subject to the specifications and contract documents and any qualifications stated in his approval.

1.6.9. *Final Inspection.* Conduct, in company with the OWNER'S representative, a final inspection of the Project for conformance with the design concept of the Project and compliance with the plans, specifications and contract documents, and recommend in writing final payment to the Contractor.

1.6.10. *Disputes between OWNER and Contractor.* E/A shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work performed thereunder. E/A shall also make recommendations to OWNER on all claims of Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. OWNER has the final decision with regard to such disputes.

1.6.11. *Limitation of Responsibilities.* E/A shall not be responsible to OWNER for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except E/A's own employees and agents) whether at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.6.1. through 1.6.11 inclusive, shall be construed to release E/A from liability for failure to properly perform duties and responsibilities assumed by E/A in the Contract Documents.

1.7. Operational Phase.

After written authorization to proceed and as required by the specific services set forth in Exhibit "A", E/A shall:

1.7.1. In company with OWNER, visit the Project to observe any apparent defects in the completed construction, assist OWNER in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

1.7.2. Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to E/A and furnish one (1) set of the revised reproducible drawings and one set of drawings in PDF format to the Owner.

SECTION 2—ADDITIONAL SERVICES OF E/A

2.1. Services Requiring Authorization in Advance.

If authorized in writing by OWNER, E/A shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1. through 2.1.13. inclusive. These services are not included as part of Basic Services except to the extent provided otherwise in this Agreement; these will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.

2.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other cause beyond E/A's control.

2.1.4. Providing renderings or models for OWNER's use.

2.1.5. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

2.1.6. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7. Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical, and electrical engineering and customary architectural design incidental thereto); and providing data or services of the types described in paragraph 3.4 when OWNER employs E/A to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.4.

2.1.8. Services during out-of-town travel required of E/A other than visits to the site or OWNER's office as required by Section 1.

2.1.9. Assistance in connection with bid protest, rebidding, or renegotiating contracts for construction, materials, equipment or services when E/A did not create or contribute to the event or situation requiring said assistance, rebidding, renegotiating, materials, equipment, or services.

2.1.10. Providing any type of property surveys or related engineering or architectural services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.11. Preparation of operating, maintenance and staffing manuals to supplement Basic Services under paragraph 1.7.

2.1.12. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project unless E/A created or contributed to the cause of the litigation.

2.1.13. Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Section 3, and services not otherwise provided for in this Agreement.

2.2. Required Additional Services.

When required by the Contract Documents in circumstances beyond E/A's control, E/A shall furnish or obtain from others, as circumstances require during construction and with specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1 through 2.2.6, inclusive. These services are not included as part of Basic Services. E/A shall advise OWNER promptly before starting any of the following additional services which will be paid for by OWNER as indicated in Section 5.

2.2.1. Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

2.2.2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services

after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.2.3. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.2.4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any Contractor.

2.2.5. Services (other than Basic Services during the Operations Phase) in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.

2.2.6. Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

SECTION 3—OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of E/A:

3.1. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to E/A's services for the Project.

3.2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.3. Assist E/A by placing at E/A's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.4. Furnish to E/A, as required for performance of E/A's Basic Services (except to the extent provided otherwise in this Agreement) the following:

3.4.1. data prepared by or resulting from the services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

3.4.2. appropriate professional interpretations of all of the foregoing;

3.4.3. environmental assessment and impact statements;

3.4.4. property, boundary, easement, right-of-way, topographic and utility surveys, to the extent required by E/A, and only if not required to be performed by E/A as set out in E/A's Proposal;

3.4.5. property descriptions;

3.4.6. zoning, deed and other land use restrictions;

all of which E/A may use and rely upon in performing services under this Agreement.

3.5. Provide engineering surveys to establish reference points for construction (unless required to be performed by E/A as Basic Services under E/A’s Proposal) to enable Contractor(s) to proceed with the layout of the work.

3.6. Arrange for access to and make all provisions for E/A to enter upon public and private property as required for E/A to perform services under this Agreement.

3.7. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by E/A, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of E/A.

3.8. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, unless required to be performed by E/A as Basic Services under this Agreement.

3.9. Provide such accounting, independent cost estimating and insurance counseling services as may, in the judgement of the OWNER, be required for the Project, such legal services as OWNER may require or E/A may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

3.10 If OWNER designates a person to represent OWNER at the site who is not E/A or E/A's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of E/A and the Resident Project Representative (and any assistants) will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

3.11. If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

3.12. Furnish to E/A data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.7 through 3.11, inclusive) so that E/A may make the necessary findings to support opinions of probable Total Project Costs.

3.13. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

3.14. Give prompt written notice to E/A whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of E/A's services, or any defect or non-conformance in the work of any Contractor.

3.15. Furnish, or direct E/A to provide, Additional Services as stipulated in paragraph 2.1 of this Agreement or other services as required.

3.16. E/A shall not be obligated to bear any of the costs of compliance with this Section 3.

SECTION 4—PERIODS OF SERVICE

4.1. The services provided by the E/A and the various rates of compensation for E/A's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Operational Phase. E/A's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction and initial operation of the Project including extra work and required extensions thereto. If in Section 8 of this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such dates are exceeded through no fault of E/A, all rates, measures and amounts of compensation provided herein may be subject to equitable adjustment.

4.2. A schedule for completion of each phase of the project is provided in Exhibit "B". If the E/A determines or reasonably anticipates that the project, (or any of its phases), cannot be completed before the specified completion date, the E/A shall submit a revised schedule to the OWNER for approval.

SECTION 5—PAYMENTS TO ENGINEER AND/OR ARCHITECT CONSULTANT

5.1. Methods of Payment for Services and Expenses of E/A.

For design, construction plan preparation, construction document preparation (including bid proposal, specifications, construction contract), and all other services to be rendered by E/A hereunder, as the same are set out in the attached Exhibit “A”, and as further set out in these contractual documents, save and except for specified special and additional services, OWNER shall pay to E/A the following fee in accordance with the fee summary and schedule of hourly rates set forth in attached Exhibit "C":

-	RRA Base Fee, Not-to-Exceed	=	$50,000.00
	ERP Base Fee		$50,000.00
-	Hourly/Reimbursable Expenses	=	$7,500.00
-	**Total Contract Price**	=	**$107,500.00**

For additional services authorized by OWNER in accordance with Section 2 of this Agreement, OWNER shall pay in accordance with the schedule of hourly rates set forth in attached Exhibit “C”.

5.2. Times of Payment.

E/A shall submit clear and detailed monthly statements for the services rendered and for the expenses and hourly costs incurred. The statements shall show the percent of work completed and amount billed to date, broken down by activity or task. All monthly statements shall be in a form as specified by and acceptable to OWNER.

SECTION 6—CONSTRUCTION COST AND OPINIONS OF COST

6.1. Construction Cost.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by E/A, but it will not include E/A's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Section 3, as applicable. [Construction Cost is one of the items comprising Total Project Costs which is defined in paragraph 1.2.6.]

6.2. Opinions of Cost.

It is understood by the Parties that E/A has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Therefore, E/A's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of E/A's experience and qualifications and represent E/A's best judgment as an experienced and qualified professional E/A, familiar with the construction industry; but E/A cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by E/A. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator as provided in paragraph 3.9.

SECTION 7—GENERAL CONSIDERATIONS

7.1. Termination.

7.1.1. During the construction phase of the Project, and except as provided under **Exhibit F-Procedure for Correcting Construction Defects** which is applicable when the construction is to a City-owned building or other public work, this Agreement may be terminated by either party hereto, with or without cause, upon a minimum of thirty (30) calendar days written notice thereof. It is understood that immediately upon receipt of said notice all work and labor being performed under this Agreement shall cease immediately. Before the end of the minimum thirty (30) calendar day period following receipt of said notice, the E/A shall invoice the OWNER for all work completed. The E/A shall be compensated in accordance with the terms of this Agreement for all work accomplished and approved by the OWNER up to the date of termination.

7.1.2 The termination requirements in Sec. 7.1.1 shall be applicable to civil works construction projects but shall not be applicable to construction contracts related to City-owned buildings and other public works unless and until *after* the procedures are followed as outlined in Exhibit “F” to identify and correct construction defects.

7.1.3 During the design phase of the Project, this Agreement may be terminated by either party hereto, with or without cause, upon a minimum of thirty (30) calendar days written notice thereof. It is understood that immediately upon receipt of said notice all work and labor being performed under this Agreement shall cease immediately. Before the end of the minimum thirty (30) calendar day period following receipt of said notice, the E/A shall invoice the OWNER for all work completed. The E/A shall be compensated in accordance with the terms of this Agreement for all work accomplished and approved by the OWNER up to the date of termination.

7.2. Reuse of Documents.

The E/A’s Instruments of Service (including but not limited to plans, field surveys, maps, cross sections,

drawings, specifications, calculations and other data related to the Project) are and shall remain the property of the E/A until payment of the E/A in full. Upon payment of the E/A in full, said E/A's Instruments of Service shall pass to and become the property of the OWNER without restriction as to their subsequent uses. E/A acknowledges that OWNER is a governmental entity and that all Instruments of Service in respect of the Project, upon completion of the Project, shall thereafter be subject to the Texas Public Information Act (Texas Government Code Chapter 552) and any other applicable laws requiring public disclosure of the information contained in said documents. In the event that a valid Public Information Request is received prior to completion of the Project and payment of the E/A in full, OWNER shall work with the E/A to protect any information deemed to be confidential by seeking an Opinion from the Texas Attorney General as allowed by State law.

7.3. Insurance.

7.3.1. The E/A agrees, at its sole expense, to maintain on a primary basis during the life of this Contract and the performance of Work hereunder, insurance coverage, limits, and endorsements required herein, unless otherwise noted. Insurance required by this contract for the OWNER as additional insured shall be primary insurance and not contributing with any other insurance available to OWNER.

7.3.2 The E/A agrees to provide evidence of the following coverage's at execution of contract:

- **Commercial General Liability:** E/A agrees to maintain Commercial General Liability at a limit of liability not less than one million dollars ($1,000,000) Each Occurrence, two million dollars ($2,000,000) General Aggregate per project. E/A agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Products - Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage (X = Explosion Hazard; C = Collapse Hazard; U = Underground Damage), Contractual Liability or Cross Liability. The E/A agrees any Self-Insured-Retention or deductible shall not exceed twenty-five thousand dollars ($25,000).

- **Business Automobile Liability:** E/A agrees to maintain Business Automobile Liability at a limit of liability not less than one million dollars ($1,000,000) Each Occurrence. Coverage shall include bodily injury and property damage liability arising out of the operation, maintenance and use of Any Auto, or All Owned Autos, and Hired Autos, and Non-Owned automobiles. In the event E/A does not own automobiles, E/A agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

- **Professional Errors and Omissions Liability:** E/A agrees to maintain Professional Errors and Omissions Liability at a limit of liability not less than one million dollars ($1,000,000) Each Claim, two million dollars ($2,000,000) Annual Aggregate. The E/A agrees the policy shall include a minimum three (3) year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of the Agreement, or the performance of services hereunder. The E/A agrees the Self-Insured-Retention shall not exceed twenty-five thousand dollars ($25,000). This coverage may be provided on a Per-Project Basis.

- **Pollution Liability Insurance** (if required by a City Operational Department): If a City Operational Department requires Pollution Liability coverage, the E/A agrees to maintain Pollution Liability Insurance at a limit of liability not less than one million dollars ($1,000,000) Each Claim, two million dollars ($2,000,000) Annual Aggregate.

- **Commercial Umbrella / Excess Liability:** E/A agrees to maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than five million dollars ($5,000,000) Each Occurrence, five million dollars ($5,000,000) General Aggregate. The E/A agrees to endorse the OWNER as an "Additional Insured" on the Commercial Umbrella/Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the OWNER is automatically defined as an Additional Protected Person. The E/A agrees any Self-Insured-Retention or deductible shall not exceed twenty-five thousand dollars ($25,000).

- **Worker's Compensation and Employer's Liability**: The E/A agrees to maintain its own Workers' Compensation Insurance pursuant to statutory limits. See TEX. LAB. CODE ANN.

Title 5, Subtitle A, Chapter 401; TEX. ADMIN CODE, Title 28, Part 2. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).

The E/A agrees to maintain its own Employer's Liability Insurance at a limit of liability not less than one million dollars ($1,000,000) Bodily Injury by Accident, one million dollars ($1,000,000) Bodily Injury by Disease Each Occurrence, one million dollars ($1,000,000) Bodily Injury by Disease Aggregate Limit.

See Exhibit "D" Certificate(s) of Insurance and Endorsements for a chart and checklist providing a summary and overview of the insurance requirements.

7.3.3 In the event the E/A performs any site work, then all the insurance required herein will need to be evidenced prior to commencement of said site work.

7.3.4. The E/A agrees the insurance requirements herein as well as OWNER'S review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the E/A under this Agreement.

7.4. Additional Insured Endorsements.

7.4.1 The E/A agrees to endorse the OWNER as an "Additional Insured" on the Commercial General Liability. E/A shall choose one of the three Endorsement Options stated below. All Endorsements shall be in the form required. All pages of the Endorsement(s) shall be attached.

The form of the endorsement(s) shall be:

Option 1:

CG 20 10 10 01
Additional Insured - Owners, Lessees, or Contractor – Scheduled Person or Organization

AND, the additional endorsement of

CG 20 37 07 04
Additional Insured – Owners, Lessees, or Contractors – Completed Operations
shall be required to provide back coverage for the E/A's "your work" as defined in the policy and liability arising out of the products-completed operations hazard.

Option 2:

CG 20 10 07 04
Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization

AND, the additional endorsement of

CG 20 37 07 04
Additional Insured – Owners, Lessees, or Contractors – Completed Operations
shall be required to provide back coverage for the E/A's "your work" as defined in the policy and liability arising out of the products-completed operations hazard.

Option 3:

GA 4113 11 99
Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization – Your Work

AND, the additional endorsement of

GA 233 02 07
Contractors' Commercial General Liability Broadened – with coverage for Completed Operations in conformance to specific written contract

E/A shall attach actual copies of the endorsements.

7.4.2 Additionally, E/A agrees to endorse the OWNER as an "Additional Insured" under the Commercial Umbrella / Excess Liability and the Pollution Liability Insurance, if required, as also provided herein.

7.4.3 The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Tyler."

7.5. Deductibles, Coinsurance Penalties and Self-Insured Retention.

E/A agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the

operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to OWNER, the E/A agrees, when requested by OWNER, to maintain a Commercial Surety Bond in an amount equal to said deductible amount.

7.6. Waiver of Subrogation.

E/A agrees by entering into this written Agreement to a Waiver of Subrogation in favor of the OWNER for each required policy providing coverage during the life of this Agreement. E/A agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement and provide such endorsement to OWNER. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement, or voids coverage should the E/A enter into such an agreement on a pre-loss basis.

7.7. Subconsultants' Insurance.

In the event any work is sublet, the E/A shall require its subconsultants to similarly provide the same coverage as the E/A, and shall acquire evidence of such coverage on behalf of the OWNER.

7.8. Insurance Effective Until Completion.

Insurance coverage, limits, and endorsements required herein shall remain in full force and effect on all phases of the work, whether or not the work is occupied or utilized by the OWNER, until all work under the Agreement is completed and has been accepted by the OWNER.

7.9. Right to Revise or Reject Insurance.

7.9.1 E/A agrees the OWNER reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverage and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage.

7.9.2 Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's Office in the OWNER'S Legal Department for their adequacy as to form, content, form of protection, and providing company. Additionally, the OWNER reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due of its poor financial condition or failure to operate legally in the State of Texas. In such events, OWNER shall provide E/A written notice of such revisions or rejections.

7.10. Certificate of Insurance.

7.10.1 Before commencement of any work, the E/A agrees to provide OWNER with **Certificate(s) of Insurance and Endorsements** that clearly evidence that E/A's insurance contains the minimum coverages, limits, and endorsement requirements set forth herein, and which shall be attached as Exhibit "D" of this Agreement. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate(s) of Insurance. In the event the OWNER is notified that a required insurance coverage will cancel or expire during the period of this Agreement, the E/A agrees to furnish OWNER prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by OWNER, the E/A agrees to not continue Work pursuant to this Agreement, unless all required insurance remains in effect.

7.10.2 The OWNER shall have the right, but not the obligation, of prohibiting E/A from entering the Work site until a new Certificate of Insurance is provided to the OWNER evidencing the replacement coverage. The E/A agrees the OWNER reserves the right to withhold payment to E/A until evidence of reinstated or replacement coverage is provided to the OWNER. If the E/A fails to maintain the insurance as set forth herein, the E/A agrees the OWNER shall have the right, but not the obligation, to purchase replacement insurance, which the E/A agrees to reimburse any premiums or expenses incurred by the OWNER.

7.10.3 Such insurance shall remain in full force and effect on all phases of the work, whether or not the work is occupied or utilized by the OWNER, until all work under the Agreement is completed and has been accepted by the OWNER.

7.11. Insurance - No Limit on Obligation to Pay.

Nothing contained in the insurance requirements shall be construed as limiting the extent of the E/A's responsibility for payment of damages resulting from his operations.

7.12. Non-compliance; Breach.

The E/A's failure to comply with any of the provisions of paragraphs 7.3 through 7.11, inclusive, is a breach of contract by the E/A which entitles the OWNER to declare the contract void if the E/A does not remedy the breach within ten days after receipt of notice of breach from the OWNER.

7.13. Indemnity.

E/A AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER, OWNER'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST LIABILITY FOR LIENS, DEMANDS, AND DAMAGES FOR INJURIES TO PERSONS INCLUDING DEATH, PROPERTY DAMAGE INCLUDING LOSS OF USE, AND EXPENSES, INCLUDING REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES IN PROPORTION TO E/A'S LIABILITY, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT TO THE EXTENT CAUSED BY THE NEGLIGENT OR INTENTIONAL TORTIOUS ACTS OR OMISSIONS OF E/A, E/A'S SUBCONSULTANTS, AGENTS, OR ANYONE FOR WHOSE ACTS THE E/A OR SUBCONSULTANT MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIMS OR DAMAGES OCCURRED ON PROPERTY BELONGING TO THE OWNER. THE E/A'S INDEMNIFICATION OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

7.14. Certificate of Interested Parties.

In accordance with Texas Gov't Code Sec. 2252.908, for certain contracts entered into on or after January 1, 2016, E/A must submit a Certificate of Interested Parties (Form 1295) at the time the E/A submits the signed contract to the OWNER. This applies only to contracts with a value greater than $25,000 or that otherwise require City Council approval. If required, the Certificate of Interested Parties (Form 1295) shall be attached as Exhibit "E".

7.15. Controlling Law.

This Agreement is to be governed by the law of the state of Texas. Venue for any action arising hereunder shall lie exclusively in Smith County, Texas for actions in state court and in the Eastern District of Texas, Tyler Division, for actions in federal court. This provision shall supersede any other references in the Agreement.

If this Project includes construction activities to City-owned buildings or other public works, Exhibit "F" provisions shall be applicable.

7.16. Successors and Assigns.

7.16.1. OWNER and E/A each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and E/A (and to the extent permitted by paragraph 7.16.2 the assigns of OWNER and E/A) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.16.2. Neither OWNER nor E/A shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent E/A from employing such independent professional associates and consultants as E/A may deem appropriate to assist in the performance of services hereunder, provided such independent associates or consultants are approved in writing in advance by OWNER and are paid by E/A.

7.16.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and E/A, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and E/A and not for the benefit of any other party.

SECTION 8—SPECIAL PROVISIONS, SCHEDULES, AND EXHIBITS

8.1. Special Provisions.

Any other provisions of this Agreement or other documents included by reference herein to the contrary notwithstanding, the following provisions shall apply to this Agreement and the respective duties and responsibilities of OWNER and E/A affected thereby:

8.1.1. As to the contractual relationship between E/A and OWNER, E/A is and shall be considered in all things an independent contractor.

8.1.2. OWNER reserves the right, with E/A's agreement, to consolidate any and all phases of performance set out in the standard form contractual documents. The consolidation of said services shall not in any way affect the E/A's responsibilities to perform the services set out therein.

8.2. Exhibits.

The following exhibits are attached to and made a part of this Agreement:

- *Exhibit A - E/A's Scope of Service,*
- *Exhibit B - E/A's Project Schedule,*
- *Exhibit C - E/A's Fee Summary and Schedule of Hourly Fees,*
- *Exhibit D - Certificate of Insurance and Endorsements,*
- *Exhibit E - Certificate of Interested Parties (Form 1295) (if required),*
- *Exhibit F - Procedure for Correcting Construction Defects (Applicable only to construction contracts affecting City-owned buildings and other public works)*

Provided, however, that where the terms and provisions of the above-referenced exhibit(s) shall conflict with the terms and provisions of this standard contract, this standard contract shall control. **However, if Exhibit "F" is applicable, provisions therein shall control over any other conflicting provisions.**

8.3. Entire Agreement.

8.3.1 This Agreement, together with the exhibits and schedules identified above, constitute the entire Agreement between OWNER and E/A and supersede all prior or oral understandings.

8.3.2 This Agreement and said exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

8.4. Effective Date.

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

8.5. Severability.

The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

8.6. Waiver.

The waiver of any breach of a term or condition of this Agreement does not waive any other breach of that term or condition or any breach of any other term or condition of this Agreement.

8.7. Notices.

Any notices provided under this Agreement shall occur in writing, by certified or registered mail delivery, receipt requested. For purposes of such notice, the addresses of the parties, until changed by written notice, shall be:

E/A:
KSA Engineers, Inc.
Attn: Christopher B. Aylor, P.E.
6781 Oak Hill Blvd.
Tyler, TX 75703

OWNER:
City of Tyler
Attn: Shane Wheeler
P.O. Box 2039
Tyler, TX 75710

8.8. Venue.

Venue for any action arising hereunder shall lie exclusively in Smith County, Texas for actions in state court and in the Eastern District of Texas, Tyler Division, for action in federal court. This provision shall supersede any other references in the Agreement.

(The remainder of this page was left blank intentionally.)

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

FOR THE CITY OF TYLER, TEXAS:

ATTEST:

By: _____
City Manager Date

Edward Broussard
Printed Name

By: _____
City Clerk

Cassandra Brager
Printed Name

APPROVED:

By: _____
City Attorney's Office Date

_____
Printed Name

RECOMMENDED:

By: _____
Department Leader Date

_____
Printed Name

CITY COUNCIL APPROVAL:

AGENDA ITEM NUMBER: _____
DATE APPROVED: _____

FOR THE E/A:

By: Mitchell L. Fortner 2/6/2025
Managing Principal Date

Mitchell L. Fortner, P.E.
Printed Name

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared MITCHELL FORTNER, who is known to me, or who was proved to me through KSA ENGINEERS to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6 day of FEBRUARY, 20 25.

MARY-ELLEN FLORES
Notary Public, State of Texas
Comm. Expires 05-22-2025
Notary ID 126907533

Mary Ellen Flores
Notary Public In and For The State of Texas

My Commission Expires: 5/22/2025

MARY-ELLEN FLORES
Notary's Printed Name

INDEX OF EXHIBITS

Exhibit A - E/A's Scope of Service

Exhibit B - E/A's Project Schedule

Exhibit C - E/A's Fee Summary and Schedule of Hourly Fees

Exhibit D - Certificates of Insurance and Endorsements

Exhibit E - Certificate of Interested Parties (Form 1295) (If Required)

Exhibit A
Scope of Service
2025 America Water Infrastructure Act (AWIA) Risk and Resiliency Assessment and Emergency Response Plan

This Agreement constitutes authorization by the City of Tyler (OWNER) for KSA Engineers, Inc. (ENGINEER) to provide engineering services for the **2025 America Water Infrastructure Act (AWIA) Risk and Resiliency Assessment and Emergency Response Plan** (hereinafter called the Project).

PROJECT DESCRIPTION

America's Water Infrastructure Act (AWIA) signed into law October 2018 Section 2013 that revised the Safe Drinking Water Act (SWDA) Section 1433 that requires utilities (servicing over 3,300 population) to develop and or update the Risk and Resiliency Assessment and Emergency Response Plan every five years. This proposal is for the five year update to the existing Risk Assessment and development of an Emergency Response Plan. as described below:
The water system shall be assessed as outlined by the EPA, as follows:

1. The risk to the system from malevolent acts and natural hazards;
2. the resilience and security of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities,
3. electronic, computer, or other automated systems (including the security of such systems) which are utilized by the system;(To be coordinated with Department of Homeland Security CISA Division to perform risk assessment)
4. the monitoring practices of the system;
5. the financial infrastructure of the system;
6. the use, storage, or handling of various chemicals by the system; and
7. the operation and maintenance of the system.

Emergency Response Plan

After certifying completion of the risk and resilience assessment, each system must prepare or revise, where necessary, an emergency response plan that incorporates the findings of the assessment. The plan shall include:

1. strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system;
2. plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of the community water system to deliver safe drinking water;
3. actions, procedures and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water provided to communities and individuals, including the development of alternative source water options, relocation of water intakes and construction of flood protection barriers; and
4. strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system.

The scope of services is based on the physical inspection of all water facilities to determine the risks and resiliency of the facilities to man-made and natural hazards. The electronic, computer, and other automated systems will be assessed by the Department of Homeland Security CISA Division.

SCOPE OF SERVICES

The scope of services for this part of the work is as follows:

Basic Services of ENGINEER: The ENGINEER is hereby authorized to perform the following basic services:

A. Study and Report Phase:

TASK 1 -Risk and Resiliency Assessment

i. Inspection of all water facilities to detect existing vulnerabilities (including consideration of man-made, cyber, and natural hazard vulnerabilities)
ii. Assess resiliency of pipes and constructed conveyances, physical barriers, well sites, distribution facilities.
iii. Assess the monitoring practices, the use, storage, or handling of chemicals by the system and, the operation and maintenance of the system.
iv. Preparation and completion of a Digital RRA utilizing EPA VSAT program.
v. Preparation of written Risk and Resiliency Report documenting assessed facility vulnerabilities.
vi. Coordination with CISA for Cyber portion of the Risk and Resiliency Assessment. (Once the use of CISA is approved by city).
vii. Coordination with city and/ or third-party IT/OT providers for Cyber evaluation.
viii. Print and deliver two copies of the completed report to the Client for review and comment.
ix. Coordinate and assist the client with certification to EPA.

TASK 2 -Emergency Response Plan

The services provided below will be conducted to prepare a AWIA ERP according to EPA requirements.

i. Develop procedures that can be implemented, and identification of equipment that can be utilized, in the event of a man-made or natural disaster
ii. Identify actions, procedures, and equipment that can be utilized to reduce the impact of anatural or man-made hazards or acts.
iii. Develop strategies to aid in the early detection of acts or hazards that threaten thesecurity of the system.
iv. Provide coordination with local emergency planning groups and/or committees.
v. Provide assistance for Owner certification to the EPA that the risk assessment andEmergency Response plan has been completed.

B. Preliminary Design Phase: Not Used.
C. Final Design Phase: Not Used.
D. Bidding or Negotiating Phase: Not Used.
E. Construction Phase: Not Used.
F. Operational Phase: Not Used.

Additional Services of ENGINEER: The ENGINEER is hereby authorized to perform the following additional services:

A. None

ENGINEER's Exclusions:

A. Surveying
B. Subsurface utility engineering and utility potholing
C. Historical, Wetland, and Archeological investigations, environmental investigations, categorical exclusions, nationwide permits
D. Coordination, application, or permitting with any and all local, State, and/or Federal agencies other than the Texas Department of Transportation
E. Stormwater pollution plans, applications, and/or permits
F. Traffic control plans
G. Legal services

H. The relocation of gas, electric, communications, or other utilities
I. Hydrologic studies
J. Hydraulic studies
K. Construction material testing

OWNER's Responsibilities: The OWNER's responsibilities shall be as described in SECTION 3 of the ENGINEERING CONTRACT in addition to the following responsibilities:

i. Assistance with access to facilities
ii. Assistance with access to city and third-party IT/OT providers
iii. Payments of any fees to third party IT/OT providers
iv. Coordination assistance with DHS - CISA related to Cyber assessment
v. Historical data needed to complete assessment

Exhibit B
Project Schedule
2025 America Water Infrastructure Act (AWIA) Risk and Resiliency Assessment and Emergency Response Plan

PROJECT SCHEDULE

Engineer shall complete its services with the following time specific period upon OWNER's notice to proceed.

1. Complete AWIA Risk Assessment VSAT Report: 60 days after signed notice to proceed with a goal of March 31, 2025
2. Assist City Staff with certification of Risk analysis to EPA, as required: 60 days after signed notice to proceed with a goal of March 31, 2025
3. Complete AWIA Risk Assessment written report: 120 days after signed notice to proceed.
4. Complete AWIA Emergency Response Plan Report – 180 days from certification of 2025 Risk Assessment to EPA for review by Owner
5. Assist City Staff with certification of ERP report to EPA, as required: 180 days from certification of 2025 Risk Assessment to EPA with a goal of September 30, 2025:

Exhibit C
Fee Summary
2025 America Water Infrastructure Act (AWIA) Risk and Resiliency Assessment and Emergency Response Plan

FEE SUMMARY

Engineering Fees: The fees for the scope of services described above is as follows:

Task 1 - Risk and Resiliency Assessment Study and Report	$50,000	Lump Sum
Task 2 – Emergency Response Plan Study and Report	$50,000	Lump Sum[1]
Reimbursable Expenses	$7,500	Reimbursable
Total	$107,500	

Notes:

1. Compensation shall be billed monthly for Engineer's services based on percent completed in each category
2. Reimbursable Expenses to be billed monthly for Engineer's services based on time charged at the hourly rates or subconsultant charges (if any).

Exhibit D - Certificates of Insurance and Endorsements

(See following pages for a summary and checklist of Insurance and Endorsement requirements)

Client#: 1863504 PAPEDAWS2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/06/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services NW CL1
825 NE Multnomah, Suite 1500
Portland, OR 97232
503 224-8390

CONTACT NAME: Eric Kikalo
PHONE (A/C, No, Ext): 503 224-8390 **FAX (A/C, No):** 610 362-8130
E-MAIL ADDRESS: eric.kikalo@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Continental Insurance Company	35289
INSURER C : Valley Forge Insurance Company	20508
INSURER D : National Fire Insurance Co. of Hartford	20478
INSURER E :	
INSURER F :	

INSURED
KSA Engineers, Inc.
140 E. Tyler Street, Ste 600
Longview, TX 75601

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			7012316633	02/28/2024	02/28/2025	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
D	AUTOMOBILE LIABILITY			7012296190	02/28/2024	02/28/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			7012316650	02/28/2024	02/28/2025	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $10000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			7012316647	02/28/2024	02/28/2025	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

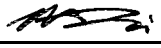
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Automobile Liability coverages include primary non contributory additional insured coverage when required under written contract or written agreement as per attached endorsements . General Liability and Automobile Liability waiver of subrogation coverage is included per attached endorsements. Workers Compensation coverage includes waiver of subrogation coverage when required by written contract or agreement, per attached endorsement Umbrella follows form to General Liability, Auto (See Attached Descriptions)

CERTIFICATE HOLDER
City of Tyler
P.O. BOX 2039
Tyler, TX 75710

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Liability and Employers Liability.
30-Day Notice of Cancellation

****

NAMED INSUREDS:

Pape- Dawson Consulting Engineers, LLC
KSA Engineers, Inc.
BLOC Design-Build, LLC
Legacy Bear, LLC
KSA Alliance, Inc.
RE: Project Name: 2025 AWIS Risk and Resiliency Assessment & Emergency Response Plan located in Smith County.

CNA

CNA PARAMOUNT

General Aggregate Limit - Per Project Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. For each single construction or service project away from premises the **Named Insured** owns or rents, a separate Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

A. all **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

B. all medical expenses under **Coverage C**;

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Project General Aggregate Limit applicable to any other project.

II. All:

A. **damages** under **Coverage B**, regardless of the number of locations or projects involved;

B. **damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

C. medical expenses under **Coverage C**, caused by accidents which cannot be attributed solely to ongoing operations at a single project,

will reduce the General Aggregate Limit shown in the Declarations.

III. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular project.

IV. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

V. If a single construction or service project away from premises owned by or rented to the **Named Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, such project will still be deemed to be the same project.

VI. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

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All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. in the performance of your ongoing operations subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and

2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

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Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or

2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or

2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA

CNA PARAMOUNT

Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

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

SCHEDULE
Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1.IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2.WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "**insureds**" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Named Insured: PAPE DAWSON CONSULTING ENGINEERS, INC.

Endorsement Effective Date:

SCHEDULE
Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION THAT THE NAMED INSURED IS OBLIGATED TO PROVIDE INSURANCE WHERE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT IS AN INSURED,BUT ONLY WITH RESPECT TO LEGAL RESPONSIBILITY FOR ACTS OR OMISSIONS OF A PERSON/ORGANIZATION FOR WHOM LIABILITY COVERAGE IS AFFORDED UNDER THIS POLICY
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "**insured**" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "**insured**" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

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

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

Named Insured: PAPE DAWSON CONSULTING ENGINEERS, INC.

Endorsement Effective Date:

SCHEDULE
Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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CNA

CNA PARAMOUNT

Architects, Engineers and Surveyors General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

TABLE OF CONTENTS

1.	Additional Insureds
2.	Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance
3.	Additional Insured – Extended Coverage
4.	Boats
5.	Bodily Injury – Expanded Definition
6.	Broad Knowledge of Occurrence/ Notice of Occurrence
7.	Broad Named Insured
8.	Contractual Liability – Railroads
9.	Estates, Legal Representatives and Spouses
10.	Expected Or Intended Injury – Exception for Reasonable Force
11.	General Aggregate Limits of Insurance – Per Location
12.	In Rem Actions
13.	Incidental Health Care Malpractice Coverage
14.	Joint Ventures/Partnership/Limited Liability Companies
15.	Legal Liability – Damage To Premises
16.	Liquor Liability
17.	Medical Payments
18.	Non-owned Aircraft Coverage
19.	Non-owned Watercraft
20.	Personal And Advertising Injury – Discrimination or Humiliation
21.	Personal And Advertising Injury - Contractual Liability
22.	Property Damage – Elevators
23.	Retired Partners, Members, Directors And Employees
24.	Supplementary Payments
25.	Unintentional Failure To Disclose Hazards
26.	Waiver of Subrogation – Blanket
27.	Wrap-Up Extension: OCIP, CCIP or Consolidated (Wrap-Up) Insurance Programs

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1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **I.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

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1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. supervisory, inspection, architectural or engineering activities.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

   a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

   b. the construction, erection, or removal of elevators; or

   c. the ownership, maintenance or use of any elevators covered by this insurance; or

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2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

   The coverage granted by this paragraph does not apply to:

   a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

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

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

   a. the **Named Insured's** acts or omissions; or

   b. the acts or omissions of those acting on the **Named Insured's** behalf,

   in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part**, **WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

a. An individual, then his or her **spouse** is an **Insured**;

b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;

c. A limited liability company, then its members and managers are **Insureds**; or

d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;

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ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

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Client#: 158373 PAPEDAWS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Michelle Weweh	
USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	PHONE (A/C, No, Ext): 972 737-6261	FAX (A/C, No): 713-490-4700
	E-MAIL ADDRESS: michelle.weweh@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Endurance American Specialty Ins Co	41718
INSURED KSA Engineers, Inc. 140 E. Tyler Street, Ste. 600 Longview, TX 75601	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPL30032064501	02/28/2024	02/28/2025	$5,000,000 per claim $5,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Professional Liability policy provides a Blanket Waiver of Subrogation as required by written contract. The Professional Liability policy includes an endorsement providing that 30 days notice of cancellation for reasons other than non payment of premium and 10 days notice of cancellation for non payment of premium will be given to the Certificate Holder by the Insurance Carrier, when required by written contract.

(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
City of Tyler P O Box 2039 Tyler, TX 75710	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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****

NAMED INSUREDS:
Pape- Dawson Consulting Engineers, LLC
KSA Engineers, Inc.
BLOC Design-Build, LLC
Legacy Bear Properties, LLC
KSA Alliance, Inc.
The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subjectto a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies.Deductible $25,000Retro Date: 1/1/1978

CERTIFICATE(S) OF INSURANCE

[Certificate of Liability Insurance Shall Be Inserted Here]

INSURANCE COVERAGE REQUIRED * Endorsement Required	
TYPE	**AMOUNT**
1) COMMERCIAL GENERAL LIABILITY * Policy shall include (but not limited to) the following: a) Products - Completed Operations b) Independent Contractors c) Broad Form Property Damage d) X-C-U Coverage X = Explosion Hazard C = Collapse Hazard U = Underground Damage e) Contractual Liability or Cross Liability	Not Less than: **$1,000,000** (1 million) Each Occurrence **$2,000,000** (2 million) General Aggregate **Per Project** Any Self-Insured-Retention or Deductible shall not exceed $25,000.
2) BUSINESS AUTOMOBILE LIABILITY Policy shall include (but not limited to) bodily injury and property damage liability for the following: a) Any Auto; OR b) All Owned Autos, and c) Hired Autos, and d) Non-Owned Autos.	Not Less than: **$1,000,000** (1 million) Each Occurrence
3) PROFESSIONAL ERRORS & OMISSIONS LIABILITY Policy shall include (but not limited to) the following: a) A minimum three (3) year Discovery (tail) Reporting period, and b) A Retroactive Date that equals or precedes the effective date of the Contract, or the performance of services hereunder.	Not Less than: **$1,000,000** (1 million) Each Claim **$2,000,000** (2 million) Annual Aggregate Any Self-Insured-Retention or Deductible shall not exceed $25,000.
4) ♦ POLLUTION LIABILITY INSURANCE *	♦ ☐ Check Here If Coverage is Required by a City Operational Department Not Less than: **$1,000,000** (1 million) Each Claim **$2,000,000** (2 million) Annual Aggregate
5) COMMERCIAL UMBRELLA / EXCESS LIABILITY *	Not Less than: **$5,000,000** (5 million) Each Occurrence **$5,000,000** (5 million) General Aggregate Any Self-Insured-Retention or Deductible shall not exceed $25,000.
6) WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	**Statutory Limits for Workers' Compensation** TEX. LAB. CODE ANN. Title 5, Subtitle A, Chapter 401 TEX. ADMIN. CODE, Title 28, Part 2 **Employer's Liability Limits** **$1,000,000 (1 million)** Bodily Injury by Accident **$1,000,000 (1 million)** Bodily Injury by Disease Each Occurrence **$1,000,000 (1 million)** Bodily Injury by Disease Aggregate Limit

Checklist: Certificate(s) of Insurance

*** Provided only as a courtesy ***

[See generally Section 7.3 Insurance for contract insurance requirements]

1.	All pages of the *Certificate of Liability Insurance* shall be attached. *See* lower right corner of certificate for *ex toto* pagination. E.g. Page 1 of 2
2.	Policy Effective and Expiration Dates (for each type of coverage) Policy **effective date** is ON or BEFORE Contract date, and Policy **expiration date** should extend at least 6 months into the future OR for the estimated project length, whichever is greater.
3.	Commercial General Liability [*See* Section 7.3.2] ☒ **Occurrence** Box is Checked ☒ **Per Project** Box is Checked for General Aggregate Limit.
4.	Business Automobile Liability [*See* Section 7.3.2] At a minimum each of the following boxes should be checked: ☒ Any Auto OR ☒ All Owned Autos, and ☒ Hired Autos, and ☒ Non-Owned Autos.
5.	Professional Errors and Omissions Liability [*See* Section 7.3.2]
6.	Commercial Umbrella / Excess Liability [*See* Section 7.3.2] ☒ Occurrence Box is Checked
7.	Workers Compensation and Employers Liability [*See* Section 7.3.2] ☒ WC Statutory Limits Box is Checked
	Look at the "Description of Operations . . . Special Provisions" Box. [*See* Section 7.4] [*See also* Section 7.6] Clearly indicate the **CITY** has been endorsed by using this language: "The City of Tyler (i.e. Certificate Holder) shall be named as Additional Insured as respects to Commercial General Liability, Commercial Umbrella / Excess Liability and Pollution Liability Insurance, if required, and shall have a Waiver of Subrogation as respects to Commercial General Liability, Business Automobile Liability, Professional Errors and Omissions Liability, Commercial Umbrella / Excess Liability and Workers' Compensation all as required by written contract subject to policy terms, conditions and exclusions. Coverage is primary, non-contributory as respects to General Liability and Auto as required by written contract."
8.	Clearly identify each policy's limits, flat & percentage deductibles, sub-limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
9.	Certificate Holder: [*See generally* Section 7.4] City of Tyler P.O. Box 2039 Tyler, TX 75710

ENDORSEMENTS

[Endorsements Shall Be Inserted Here]

<table>
<tr><td colspan="3">* ENDORSEMENT(S) REQUIRED</td></tr>
<tr><td colspan="2">Name of Additional Insured Person(s)
or Organization(s):
City of Tyler
P.O. Box 2039
Tyler, TX 75710</td><td>Location(s) of Covered Operations:

Project [insert project name],
Dated [insert month and year of contract].</td></tr>
<tr><td colspan="3">E/A shall choose one of the three Endorsement Option stated below. All Endorsements shall be in the form required. All pages of the Endorsement(s) shall be attached.</td></tr>
<tr><td colspan="3">COMMERCIAL GENERAL LIABILITY

E/A agrees to endorse the CITY as an “Additional Insured” on the Commercial General Liability with: [Select Option 1, Option 2 or option 3 below] [See Section 7.3.2 and 7.4]</td></tr>
<tr><td>Option
1</td><td colspan="2">FORM: CG 20 10 10 01
Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization

AND
FORM: CG 20 37 07 04
Additional Insured – Owners, Lessees, or Contractors – Completed Operations</td></tr>
<tr><td colspan="3">OR</td></tr>
<tr><td>Option
2</td><td colspan="2">FORM: CG 20 10 07 04
Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization

AND
FORM: CG 20 37 07 04
Additional Insured – Owners, Lessees, or Contractors – Completed Operations</td></tr>
<tr><td colspan="3">OR</td></tr>
<tr><td>Option
3</td><td colspan="2">FORM: GA 4113 11 99
Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization – Your Work
AND
FORM: GA 233 02 07
Contractors’ Commercial General Liability Broadened – with coverage for Completed Operations in conformance to specific written contract</td></tr>
<tr><td colspan="3">COMMERCIAL UMBRELLA / EXCESS LIABILITY

E/A agrees to endorse the CITY as an “Additional Insured” under the Commercial Umbrella / Excess Liability as also provided herein. [See Section 7.3.2 and 7.4]</td></tr>
<tr><td colspan="3">POLLUTION LIABILITY INSURANCE

♦ If applicable E/A agrees to endorse the CITY as an “Additional Insured” under the Pollution Liability Insurance as also provided herein. [See Section 7.3.2 and 7.4]</td></tr>
</table>

Exhibit E - Certificate of Interested Parties (Form 1295)

(If Required)

Check Here if this Section is NOT Used ☐

In accordance with Texas Gov't Code Sec. 2252.908, for certain contracts entered into on or after January 1, 2016, E/A must submit a Certificate of Interested Parties (Form 1295) at the time the E/A submits the signed contract to the OWNER. This applies only to contracts with a value greater than $25,000 or that otherwise require City Council approval.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1265898

Date Filed:
02/06/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
KSA Engineers, Inc.
Longview, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Tyler, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
103852
Professional services in connection with the AWIA Risk and Resiliency Assessment and Emergency Response Plan.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Dawson, Jr., Eugene H.	San Antonio, TX United States	X	
Sloane, Dylan	West Palm Beach, FL United States	X	
Suire, Raymond	San Antonio, TX United States	X	
Fortner, Mitchell	Longview, TX United States	X	
Phipps, Craig	Sugar Land, TX United States	X	
Aylor, Christopher	Tyler, TX United States	X	
Buck, Lanny	Longview, TX United States	X	
Barry, Chris	Longview, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Mitchell L. Fortner, and my date of birth is 4/17/1962.

My address is 140 E. Tyler Street, Suite 600 (street), Longivew (city), TX (state), 75601 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Gregg County, State of Texas, on the 6th day of February (month), 20 25 (year).

Mitchell L. Fortner

Signature of authorized agent of contracting business entity
(Declarant)

Client#: 158373 PAPEDAWS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Michelle Weweh	
USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	PHONE (A/C, No, Ext): 972 737-6261	FAX (A/C, No): 713-490-4700
	E-MAIL ADDRESS: michelle.weweh@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Endurance American Specialty Ins Co	41718
INSURED KSA Engineers, Inc. 140 E. Tyler Street, Ste. 600 Longview, TX 75601	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPL30032064501	02/28/2024	02/28/2025	$5,000,000 per claim $5,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Professional Liability policy provides a Blanket Waiver of Subrogation as required by written contract. The Professional Liability policy includes an endorsement providing that 30 days notice of cancellation for reasons other than non payment of premium and 10 days notice of cancellation for non payment of premium will be given to the Certificate Holder by the Insurance Carrier, when required by written contract.

(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
City of Tyler P O Box 2039 Tyler, TX 75710	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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NAMED INSUREDS:
Pape- Dawson Consulting Engineers, LLC
KSA Engineers, Inc.
BLOC Design-Build, LLC
Legacy Bear Properties, LLC
KSA Alliance, Inc.
The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subjectto a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies.Deductible $25,000Retro Date: 1/1/1978

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-9

Date: February 26, 2025

Subject: Request that the City Council consider authorizing the City Manager to approve a Reconciliation Change order in the amount of $29,998.80 under budget and approve the release of retainage in the amount of $25,937.68 to Striping Technology, LP. for the Traffic Signal Installations - Various Locations Project.

Item Reference: **Council Agenda Item M-4, 7/28/2021; M-4, 7/13/2022; P-1, 8/24/2022; M-3, 11/9/2022; M-1, 7/12/2023**

The Half Cent Board Sales Tax Board approved funding the City Council authorized the award of the Traffic Signal Installations - Various Locations Project to Striping Technology, LP. in the amount of $1,0547,847.80. This project constructed a new traffic signal at the intersection of W Grande Boulevard and Old Noonday Road and reconstructed the traffic signal at the intersection of W Gentry Parkway and W Martin Luther King Jr. Boulevard. Change Orders in the amount of $9,657.91 were approved during the project. The construction has been successfully completed, and the total cost of the project is $1,037,506.91 which is $29,998.80 under the original bid plus change orders. A detailed summary is provided below.

Original Bid: Change/ Orders: Approved Amounts: Final Cost: Over/Under Amount:
Grande & Old Noonday: $397,122.80 $3,087.53 $400,210.33 $386,967.03 -$13,243.30
W Gentry and W MLK: $660,725.00 $6,570.38 $667,295.38 $650,539.88 -$16,755.50
Totals: $1,057,847.80 $9,657.91 $1,067,505.71 $1,037,506.91 -$29,998.80

This request is for approval of a reconciliation change order in the amount of $29,998.80 and payment and release of the retainage in the amount of $25,937.68.

The Half-Cent Sales Board approved the reconciliation change order and release of final retainage on February 11, 2025.

FUNDING:
Half-Cent Sales Tax

RECOMMENDATION:

It is requested that the City Council authorize the City Manager to approve a Reconciliation Change order in the amount of $29,998.80 under budget and approve the release of retainage in the amount of $25,937.68 to Striping Technology, LP. for the Traffic Signal Installations -

Various Locations Project.

Attachments:
2025.02.03 - RCO STLP SIGNED REVISED

Drafted/Recommended By:
Department Leader Cameron L. Williams, PE, PTOE, PTP - Traffic Engineer

Edited/Submitted By:
City Manager

Contract Change Order

Date: January 31, 2025

Contract Number: 23-023

Change Order Number: Reconcilliation Change Order

Project Name: Traffic Signal Installations - Various Locations

To: Striping Technology LP

You are hereby requested to comply contract plans and specifications.

ITEM NO.	DESCRIPTION OF CHANGE - QUANTITIES, UNITS, UNIT PRICES, CHANGE IN COMPLETION SCHEDULE, ETC.	DECREASE IN CONTRACT PRICE	INCREASE IN CONTRACT PRICE
W Grande Boulevard and Old Noodday Road	Total Decrease: Total Increase:	$ (13,243.30)	
W Gentry Parkway and W Martin Luther King Jr. Boulevard	Total Decrease: Total Increase:	$ (16,755.50)	

The following sum is hereby added or subtracted to the total contract price:	$ (29,998.80)
Current contract price:	$ 1,067,505.71
The adjusted total contract price to date is:	$ 1,037,506.91

This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Recommended By: City of Tyler — **Date**

Printed Name & Title: Cameron L. Williams, PE, PTOE, PTP - Traffic Engineer — 2/3/2025

Signature: Cameron L Williams

Accepted By: (Contractor Name) Striping Technology LP — **DATE**

Printed Name & Title: Danny Long, Sr. Vice President — 02/04/2025

Signature:

Approved By: City of Tyler — **DATE**

Printed Name & Title: Darin Jennings, PE - City Engineer

Signature:

INVOICE NUMBER 1

Striping Technology, LP
10112 CR 489
Tyler, Texas 75706

TO: Cameron L. Williams
CITY OF TYLER
P.O. BOX 2039
TYLER, TX. 75710

ESTIMATE #:
PROJECT #: 231-771-439.50-20
DATE: 1/31/2024

W Grande Bouelvard at Old Noonday Road
Traffic Signal Installation

CONTRACT AMOUNT: $400,210.33

ITEM #	CODE	DESCRIPTION	(A) ORIGINAL PROJECT UNIT	(B) CONTRACT UNIT ESTIMATE	(C) CONTRACT BID PRICE	(D) PREVIOUSLY COMPLETED WORK	(E) WORK COMPLETED TO DATE	(F) (D) - (E) WORK COMPLETED THIS PERIOD	(G) (C) X (F) COST WORK THIS PERIOD	(H) (C) X (E) COST WORK TO DATE	OVER AND UNDER QUANTITIES
0416	6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	52	$250.00	52.00	52.00	0.00	$ -	$13,000.00	$0.00
0500	6001	MOBILIZATION	LS	1	$10,000.00	1.00	1.00	0.00	$ -	$10,000.00	$0.00
0502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	$4,000.00	2.00	2.00	0.00	$ -	$8,000.00	$0.00
0506	6040	BIODEG EROSN CONT LOGS (INSTL) (8")	LF	100	$25.00	0.00	0.00	0.00	$ -	$0.00	($2,500.00)
0506	6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	100	$25.00	0.00	0.00	0.00	$ -	$0.00	($2,500.00)
0531	6003	CONC SIDEWALKS (6")	SY	50	$250.00	27.83	27.83	0.00	$ -	$6,957.50	($5,542.50)
0531	6010	CURB RAMPS (TY 7)	EA	8	$5,500.00	8.00	8.00	0.00	$ -	$44,000.00	$0.00
CO1		REMOVE CONC(CURB/CURB & GUTTER)	LF	18.5	$18.90	18.50	18.50	0.00	$ -	$349.65	$0.00
CO2		CONC CURB (TY II)	LF	74.5	$36.75	74.50	74.50	0.00	$ -	$2,737.88	$0.00
0618	6046	CONDT (PVC) (SCH 80) (2")	LF	110	$9.00	156.00	156.00	0.00	$ -	$1,404.00	$414.00
0618	6053	CONDT (PVC) (SCH 80) (3")	LF	117	$11.00	137.00	137.00	0.00	$ -	$1,507.00	$220.00
0618	6058	CONDT (PVC) (SCH 80) (4")	LF	196	$25.00	170.00	170.00	0.00	$ -	$4,250.00	($650.00)
0618	6059	CONDT (PVC) (SCH 80) (4") (BORE)	LF	232	$40.00	269.00	269.00	0.00	$ -	$10,760.00	$1,480.00
0620	6004	ELEC CONDR (NO.12) INSULATED	LF	240	$0.75	240.00	240.00	0.00	$ -	$180.00	$0.00
0620	6008	ELEC CONDR (NO.8) INSULATED	LF	1086	$2.00	1086.00	1,086.00	0.00	$ -	$2,172.00	$0.00
0620	6009	ELEC CONDR (NO.6) BARE	LF	797	$2.00	800.00	800.00	0.00	$ -	$1,600.00	$6.00
0620	6010	ELEC CONDR (NO.6) INSULATED	LF	100	$2.00	100.00	100.00	0.00	$ -	$200.00	$0.00
0624	6010	GROUND BOX TY D (162922)W/APRON	EA	9	$900.00	9.00	9.00	0.00	$ -	$8,100.00	$0.00
0628	6187	ELC SRV TY D 120/240 070(NS)SS(E)PS(U)	EA	1	$6,500.00	1.00	1.00	0.00	$ -	$6,500.00	$0.00
0644	6076	REMOVE SM RD SN SUP&AM	EA	2	$100.00	2.00	2.00	0.00	$ -	$200.00	$0.00
066	6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	400	$2.00	333.00	333.00	0.00	$ -	$666.00	($134.00)
0666	6042	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	LF	568	$5.00	0.00	0.00	0.00	$ -	$0.00	($2,840.00)
0666	6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	150	$8.00	357.00	357.00	0.00	$ -	$2,856.00	$1,656.00
0666	6159	RE PV MRK TY I(BLACK)4"(SHADOW)(100MIL)	LF	200	$5.00	0.00	0.00	0.00	$ -	$0.00	($1,000.00)
0666	6224	PAVEMENT SEALER 4"	LF	605	$1.00	600.00	600.00	0.00	$ -	$600.00	($5.00)
0666	6226	PAVEMENT SEALER 8"	LF	400	$1.00	400.00	400.00	0.00	$ -	$400.00	$0.00
0666	6228	PAVEMENT SEALER 12"	LF	568	$3.00	0.00	0.00	0.00	$ -	$0.00	($1,704.00)
0666	6230	PAVEMENT SEALER 24"	LF	150	$4.00	226.00	226.00	0.00	$ -	$904.00	$304.00
0666	6231	PAVEMENT SEALER (ARROW)	EA	2	$100.00	2.00	2.00	0.00	$ -	$200.00	$0.00
0666	6232	PAVEMENT SEALER (WORD)	EA	2	$150.00	2.00	2.00	0.00	$ -	$300.00	$0.00
0666	6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	LF	5	$5.00	0.00	0.00	0.00	$ -	$0.00	($25.00)
0666	6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LF	1200	$2.00	415.00	415.00	0.00	$ -	$830.00	($1,570.00)
0668	6077	PREFAB PAV MRK TY C (W) (ARROW)	EA	2	$200.00	2.00	2.00	0.00	$ -	$400.00	$0.00
0668	6085	PREFAB PAV MRK TY C (W) (WORD)	EA	2	$250.00	2.00	2.00	0.00	$ -	$500.00	$0.00
0672	6007	REFL PAV MRKR TY I-C	EA	22	$5.00	25.00	25.00	0.00	$ -	$125.00	$15.00
0672	6009	REFL PAV MRKR TY II-A-A	EA	68	$15.00	50.00	50.00	0.00	$ -	$750.00	($270.00)
0677	6001	ELIM EXT PAV MRK & MRKS (4")	LF	1200	$1.00	800.00	800.00	0.00	$ -	$800.00	($400.00)
0677	6003	ELIM EXT PAV MRK & MRKS (8")	LF	63	$2.00	60.00	60.00	0.00	$ -	$120.00	($6.00)

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ITEM #	CODE	DESCRIPTION	(A) ORIGINAL PROJECT UNIT	(B) CONTRACT UNIT ESTIMATE	(C) CONTRACT BID PRICE	(D) PREVIOUSLY COMPLETED WORK	(E) WORK COMPLETED TO DATE	(F) (D) - (E) WORK COMPLETED THIS PERIOD	(G) (C) X (F) COST WORK THIS PERIOD	(H) (C) X (E) COST WORK TO DATE	OVER AND UNDER QUANTITIES
0677	6007	ELIM EXT PAV MRK & MRKS (24")	LF	62	$5.00	60.00	60.00	0.00	$ -	$300.00	($10.00)
0677	6008	ELIM EXT PAV MRK & MRKS (ARROW)	EA	2	$100.00	2.00	2.00	0.00	$ -	$200.00	$0.00
0677	6012	ELIM EXT PAV MRK & MRKS (WORD)	EA	2	$100.00	2.00	2.00	0.00	$ -	$200.00	$0.00
067	6001	PAV SURF PREP FOR MRK (4")	LF	605	$1.00	600.00	600.00	0.00	$ -	$600.00	($5.00)
0678	6004	PAV SURF PREP FOR MRK (8")	LF	400	$1.00	400.00	400.00	0.00	$ -	$400.00	$0.00
067	6006	PAV SURF PREP FOR MRK (12")	LF	568	$1.00	0.00	0.00	0.00	$ -	$0.00	($568.00)
067	6008	PAV SURF PREP FOR MRK (24")	LF	150	$1.00	226.00	226.00	0.00	$ -	$226.00	$76.00
067	6009	PAV SURF PREP FOR MRK (ARROW)	EA	2	$75.00	2.00	2.00	0.00	$ -	$150.00	$0.00
067	6016	PAV SURF PREP FOR MRK (WORD)	EA	2	$100.00	2.00	2.00	0.00	$ -	$200.00	$0.00
0680	6002	INSTALL HWY TRF SIG (ISOLATED)	EA	1	$62,000.00	1.00	1.00	0.00	$ -	$62,000.00	$0.00
0680	6004	REMOVING TRAFFIC SIGNALS	EA	1	$5,000.00	1.00	1.00	0.00	$ -	$5,000.00	$0.00
0682	6001	VEH SIG SEC (12")LED(GRN)	EA	9	$270.00	9.00	9.00	0.00	$ -	$2,430.00	$0.00
0682	6002	VEH SIG SEC (12")LED(GRN ARW)	EA	4	$270.00	4.00	4.00	0.00	$ -	$1,080.00	$0.00
0682	6003	VEH SIG SEC (12")LED(YEL)	EA	9	$270.00	9.00	9.00	0.00	$ -	$2,430.00	$0.00
0682	6004	VEH SIG SEC (12")LED(YEL ARW)	EA	8	$270.00	8.00	8.00	0.00	$ -	$2,160.00	$0.00
0682	6005	VEH SIG SEC (12")LED(RED)	EA	9	$270.00	9.00	9.00	0.00	$ -	$2,430.00	$0.00
0682	6006	VEH SIG SEC (12")LED(RED ARW)	EA	6	$270.00	6.00	6.00	0.00	$ -	$1,620.00	$0.00
0682	6018	PED SIG SEC (LED)(COUNTDOWN)	EA	8	$550.00	8.00	8.00	0.00	$ -	$4,400.00	$0.00
0682	6049	BACKPLATE W/REFL BRDR(4 SEC)	EA	2	$165.00	2.00	2.00	0.00	$ -	$330.00	$0.00
0682	6050	BACKPLATE W/REFL BRDR(5 SEC)	EA	2	$230.00	2.00	2.00	0.00	$ -	$460.00	$0.00
0682	6060	BACKPLATE W/REFL BRDR(3 SEC)	EA	9	$135.00	9.00	9.00	0.00	$ -	$1,215.00	$0.00
0684	6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	1771	$4.00	1772.00	1,772.00	0.00	$ -	$7,088.00	$4.00
0684	6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	236	$5.00	236.00	236.00	0.00	$ -	$1,180.00	$0.00
0684	6046	TRF SIG CBL (TY A)(14 AWG)(20 CONDR)	LF	687	$12.00	695.00	695.00	0.00	$ -	$8,340.00	$96.00
0684	6080	TRF SIG CBL (TY C)(14 AWG)(2 CONDR)	LF	1389	$3.00	1305.00	1,305.00	0.00	$ -	$3,915.00	($252.00)
0686	6037	INS TRF SIG PL AM(S)1 ARM(36')	EA	1	$14,100.00	1.00	1.00	0.00	$ -	$14,100.00	$0.00
0686	6039	INS TRF SIG PL AM(S)1 ARM(36')LUM	EA	1	$16,500.00	1.00	1.00	0.00	$ -	$16,500.00	$0.00
0686	6043	INS TRF SIG PL AM(S)1 ARM(40')LUM	EA	1	$18,400.00	1.00	1.00	0.00	$ -	$18,400.00	$0.00
0686	6047	INS TRF SIG PL AM(S)1 ARM(44')LUM	EA	1	$19,200.00	1.00	1.00	0.00	$ -	$19,200.00	$0.00
0687	6001	PED POLE ASSEMBLY	EA	8	$2,500.00	8.00	8.00	0.00	$ -	$20,000.00	$0.00
0688	6001	PED DETECT PUSH BUTTON (APS)	EA	8	$1,000.00	8.00	8.00	0.00	$ -	$8,000.00	$0.00
0688	6003	PED DETECTOR CONTROLLER UNIT	EA	1	$4,000.00	1.00	1.00	0.00	$ -	$4,000.00	$0.00
6001	6001	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	20	$200.00	28.00	28.00	0.00	$ -	$5,600.00	$1,600.00
6185	6002	TMA (STATIONARY)	DAY	6	$200.00	10.00	10.00	0.00	$ -	$2,000.00	$800.00
6185	6005	TMA (MOBILE OPERATION)	DAY	8	$0.00	0.00	0.00	0.00	$ -	$0.00	$0.00
6306	6001	VIVDS PROSR SYS	EA	1	$12,200.00	1.00	1.00	0.00	$ -	$12,200.00	$0.00
6306	6002	VIVDS CAM ASSY FXD LNS	EA	4	$5,950.00	4.00	4.00	0.00	$ -	$23,800.00	$0.00
6306	6005	VIVDS CNTRL SOFTWARE	EA	1	$500.00	1.00	1.00	0.00	$ -	$500.00	$0.00
6306	6007	VIVDS CABLING	LF	899	$3.20	920.00	920.00	0.00	$ -	$2,944.00	$67.20
								TOTAL:	**$0.00**	**$386,967.03**	**($13,243.30)**

TOTAL COMPLETED & STORED TO DATE	$386,967.03
LESS 2.5% RETAINAGE	$0.00
TOTAL EARNED LESS RETAINGE	$386,967.03
LESS PREVIOUS PAID APPLICATIONS	$377,292.85
LESS PREVIOUS UNPAID APPLICATIONS	$0.00
CURRENT PAYMENT DUE	$9,674.18

INVOICE NUMBER

Striping Technology, LP
10112 CR 489
Tyler, Texas 75706

TO: Cameron L. Williams
CITY OF TYLER
P.O. BOX 2039
TYLER, TX. 75710

ESTIMATE #:
PROJECT #: 231-0771-439.50.21
DATE: 9/30/2023

W Gentry Parkway at W Martin Luther King Jr Boulevard
Traffic Signal Installation

CONTRACT AMOUNT: $667,295.38

ITEM #	CODE	DESCRIPTION	(A) ORIGINAL PROJECT UNIT	(B) CONTRACT UNIT ESTIMATE	(C) CONTRACT BID PRICE	(D) PREVIOUSLY COMPLETED WORK	(E) WORK COMPLETED TO DATE	(F) (E) - (D) WORK COMPLETED THIS PERIOD	(G) (C) X (F) COST WORK THIS PERIOD	(H) (C) X (E) COST WORK TO DATE	OVER AND UNDER QUANTITIES
104	6015	REMOVING CONC (SIDEWALKS)	SY	11	$150.00	147.23	147.23	0.00	$ -	$22,084.50	$20,434.50
162	6002	BLOCK SODDING	SY	66	$100.00			0.00	$ -	$0.00	($6,600.00)
168	6001	VEGETATIVE WATERING	MG	0.01	$1,000.00			0.00	$ -	$0.00	($10.00)
416	6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	8	$215.00	8.00	8.00	0.00	$ -	$1,720.00	$0.00
416	6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	13	$275.00	13.00	13.00	0.00	$ -	$3,575.00	$0.00
416	6034	DRILL SHAFT (TRF SIG POLE) (48 IN)	LF	44	$835.00	44.00	44.00	0.00	$ -	$36,740.00	$0.00
416	6034	48" CASING	EA	1	$4,042.50	1.00	1.00	0.00	$ -	$4,042.50	$0.00
420	6062	CL C CONC (RETAINING WALL)	CY	7	$5,000.00	7.00	7.00	0.00	$ -	$35,000.00	$0.00
432	6003	RIPRAP (CONC)(6 IN)	CY	1	$850.00	8.05	8.05	0.00	$ -	$6,842.50	$5,992.50
500	6001	MOBILIZATION	LS	1	$15,000.00	0.57	0.57	0.00	$ -	$8,500.00	($6,500.00)
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	4	$3,000.00	2.00	2	0.00	$ -	$6,000.00	($6,000.00)
506	6042	BIODEG EROSN CONT LOGS (INSTL) (18")	LF	50	$25.00			0.00	$ -	$0.00	($1,250.00)
506	6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	50	$25.00			0.00	$ -	$0.00	($1,250.00)
529	6008	CONC CURB & GUTTER (TY II)	LF	6	$90.00	71.00	71.00	0.00	$ -	$6,390.00	$5,850.00
531	6003	CONC SIDEWALKS (6")	SY	26	$250.00	77.99	77.99	0.00	$ -	$19,497.50	$12,997.50
531	6008	CURB RAMPS (TY 5)	EA	2	$6,000.00	2.00	2.00	0.00	$ -	$12,000.00	$0.00
531	6010	CURB RAMPS (TY 7)	EA	4	$5,200.00	4.00	4.00	0.00	$ -	$20,800.00	$0.00
610	6162	IN RD IL (TY SA) 30T-8 (250W EQ) LED	EA	1	$5,500.00	1.00	1.00	0.00	$ -	$5,500.00	$0.00
618	6023	CONDT (PVC) (SCH 40) (2")	LF	170	$9.00	140.00	140.00	0.00	$ -	$1,260.00	($270.00)
618	6029	CONDT (PVC) (SCH 40) (3")	LF	80	$11.00	60.00	60.00	0.00	$ -	$660.00	($220.00)
618	6033	CONDT (PVC) (SCH 40) (4")	LF	70	$25.00	50.00	50.00	0.00	$ -	$1,250.00	($500.00)
618	6034	CONDT (PVC) (SCH 40) (4") (BORE)	LF	465	$45.00	385.00	385.00	0.00	$ -	$17,325.00	($3,600.00)
620	6004	ELEC CONDR (NO.12) INSULATED	LF	240	$0.75	240.00	240.00	0.00	$ -	$180.00	$0.00
620	6008	ELEC CONDR (NO.8) INSULATED	LF	1020	$2.00	1420.00	1,420.00	0.00	$ -	$2,840.00	$800.00
620	6009	ELEC CONDR (NO.6) BARE	LF	740	$2.00	790.00	790.00	0.00	$ -	$1,580.00	$100.00
620	6010	ELEC CONDR (NO.6) INSULATED	LF	40	$2.00	100.00	100.00	0.00	$ -	$200.00	$120.00
624	6010	GROUND BOX TY D (162922)W/APRON	EA	5	$900.00	5.00	5.00	0.00	$ -	$4,500.00	$0.00
624	6028	REMOVE GROUND BOX	EA	3	$400.00	3.00	3.00	0.00	$ -	$1,200.00	$0.00
628	6187	ELC SRV TY D 120/240 070(NS)SS(E)PS(U)	EA	1	$6,500.00	1.00	1.00	0.00	$ -	$6,500.00	$0.00
644	6068	RELOCATE SM RD SN SUP&AM TY 10BWG	EA	1	$300.00	1.00	1.00	0.00	$ -	$300.00	$0.00
644	6076	REMOVE SM RD SN SUP&AM	EA	2	$100.00	2.00	2.00	0.00	$ -	$200.00	$0.00
666	6018	REFL PAV MRK TY I (W)6"(DOT)(100MIL)	LF	65	$5.00			0.00	$ -	$0.00	($325.00)
666	6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	645	$2.00	382.00	382.00	0.00	$ -	$764.00	($526.00)
666	6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	650	$8.00	454.00	454.00	0.00	$ -	$3,632.00	($1,568.00)
666	6224	PAVEMENT SEALER 4"	LF	3405	$1.00	0.00	0.00	0.00	$ -	$0.00	($3,405.00)
666	6225	PAVEMENT SEALER 6"	LF	65	$1.00			0.00	$ -	$0.00	($65.00)
666	6226	PAVEMENT SEALER 8"	LF	645	$3.00			0.00	$ -	$0.00	($1,935.00)
666	6230	PAVEMENT SEALER 24"	LF	650	$4.00			0.00	$ -	$0.00	($2,600.00)
666	6231	PAVEMENT SEALER (ARROW)	RA	8	$100.00			0.00	$ -	$0.00	($800.00)
666	6232	PAVEMENT SEALER (WORD)	EA	4	$150.00			0.00	$ -	$0.00	($600.00)
666	6300	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	LF	230	$5.00			0.00	$ -	$0.00	($1,150.00)

222

ITEM #	CODE	DESCRIPTION	(A) ORIGINAL PROJECT UNIT	(B) CONTRACT UNIT ESTIMATE	(C) CONTRACT BID PRICE	(D) PREVIOUSLY COMPLETED WORK	(E) WORK COMPLETED TO DATE	(F) (E) - (D) WORK COMPLETED THIS PERIOD	(G) (C) X (F) COST WORK THIS PERIOD	(H) (C) X (E) COST WORK TO DATE	OVER AND UNDER QUANTITIES
666	6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	LF	1165	$2.00			0.00	$ -	$0.00	($2,330.00)
666	6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LF	2010	$2.00			0.00	$ -	$0.00	($4,020.00)
666	6318	RE PM W/RET REQ TY I (Y)6"(BRK)(100MIL)	LF	65	$5.00			0.00	$ -	$0.00	($325.00)
668	6077	PREFAB PAV MRK TY C (W) (ARROW)	EA	8	$200.00			0.00	$ -	$0.00	($1,600.00)
668	6085	PREFAB PAV MRK TY C (W) (WORD)	EA	4	$250.00			0.00	$ -	$0.00	($1,000.00)
672	6009	REFL PAV MRKR TY II-A-A	EA	25	$15.00			0.00	$ -	$0.00	($375.00)
672	6010	REFL PAV MRKR TY II-C-R	EA	145	$15.00			0.00	$ -	$0.00	($2,175.00)
677	6001	ELIM EXT PAV MRK & MRKS (4")	LF	3010	$1.00			0.00	$ -	$0.00	($3,010.00)
677	6002	ELIM EXT PAV MRK & MRKS (6")	LF	30	$1.00	20.00	20.00	0.00	$ -	$20.00	($10.00)
677	6003	ELIM EXT PAV MRK & MRKS (8")	LF	570	$2.00			0.00	$ -	$0.00	($1,140.00)
677	6007	ELIM EXT PAV MRK & MRKS (24")	LF	145	$5.00	65.00	65.00	0.00	$ -	$325.00	($400.00)
677	6008	ELIM EXT PAV MRK & MRKS (ARROW)	EA	6	$100.00			0.00	$ -	$0.00	($600.00)
677	6012	ELIM EXT PAV MRK & MRKS (WORD)	EA	4	$100.00			0.00	$ -	$0.00	($400.00)
678	6001	PAV SURF PREP FOR MRK (4")	LF	3405	$1.00			0.00	$ -	$0.00	($3,405.00)
678	6002	PAV SURF PREP FOR MRK (6")	LF	65	$1.00			0.00	$ -	$0.00	($65.00)
678	6004	PAV SURF PREP FOR MRK (8")	LF	645	$1.00			0.00	$ -	$0.00	($645.00)
678	6008	PAV SURF PREP FOR MRK (24")	LF	650	$1.00			0.00	$ -	$0.00	($650.00)
678	6009	PAV SURF PREP FOR MRK (ARROW)	EA	8	$75.00			0.00	$ -	$0.00	($600.00)
678	6016	PAV SURF PREP FOR MRK (WORD)	EA	4	$100.00			0.00	$ -	$0.00	($400.00)
678	6033	PAV SURF PREP FOR MRK (RPM)	EA	170	$1.00			0.00	$ -	$0.00	($170.00)
680	6002	INSTALL HWY TRF SIG (ISOLATED)	EA	1	$55,000.00	1.00	1.00	0.00	$ -	$55,000.00	$0.00
	++	INSTALL BBU SYSTEM	EA	-	-						
680	6004	REMOVING TRAFFIC SIGNALS	EA	1	$5,500.00			0.00	$ -	$0.00	($5,500.00)
682	6001	VEH SIG SEC (12")LED(GRN)	EA	11	$270.00	11.00	11.00	0.00	$ -	$2,970.00	$0.00
682	6002	VEH SIG SEC (12")LED(GRN ARW)	EA	3	$270.00	3.00	3.00	0.00	$ -	$810.00	$0.00
682	6003	VEH SIG SEC (12")LED(YEL)	EA	11	$270.00	11.00	11.00	0.00	$ -	$2,970.00	$0.00
682	6004	VEH SIG SEC (12")LED(YEL ARW)	EA	6	$270.00	6.00	6.00	0.00	$ -	$1,620.00	$0.00
682	6005	VEH SIG SEC (12")LED(RED)	EA	11	$270.00	11.00	11.00	0.00	$ -	$2,970.00	$0.00
682	6006	VEH SIG SEC (12")LED(RED ARW)	EA	6	$270.00	6.00	6.00	0.00	$ -	$1,620.00	$0.00
682	6018	PED SIG SEC (LED)(COUNTDOWN)	EA	8	$550.00	8.00	8.00	0.00	$ -	$4,400.00	$0.00
682	6051	BACKPLATE W/REFL BRDR(3 SEC)ALUM	EA	11	$135.00	11.00	11.00	0.00	$ -	$1,485.00	$0.00
682	6053	BACKPLATE W/REFL BRDR(5 SEC)ALUM	EA	3	$230.00	3.00	3.00	0.00	$ -	$690.00	$0.00
684	6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	520	$4.00	580.00	580.00	0.00	$ -	$2,320.00	$240.00
684	6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	175	$5.00	175.00	175.00	0.00	$ -	$875.00	$0.00
684	6036	TRF SIG CBL (TY A)(14 AWG)(10 CONDR)	LF	355	$8.00	455.00	455.00	0.00	$ -	$3,640.00	$800.00
684	6046	TRF SIG CBL (TY A)(14 AWG)(20 CONDR)	LF	850	$12.00	1050.00	1,050.00	0.00	$ -	$12,600.00	$2,400.00
684	6079	TRF SIG CBL (TY C)(12 AWG)(2 CONDR)	LF	1350	$3.00	1838.00	1,838.00	0.00	$ -	$5,514.00	$1,464.00
686	6045	INS TRF SIG PL AM(S)1 ARM(44')	EA	1	$20,500.00	1.00	1.00	0.00	$ -	$20,500.00	$0.00
686	6055	INS TRF SIG PL AM(S)1 ARM(50')LUM	EA	1	$46,000.00	1.00	1.00	0.00	$ -	$46,000.00	$0.00
686	6211	INS TRF SIG PL AM(S)2 ARM(55-32')LUM	EA	1	$55,000.00	1.00	1.00	0.00	$ -	$55,000.00	$0.00
687	6001	PED POLE ASSEMBLY	EA	4	$2,500.00	4.00	4.00	0.00	$ -	$10,000.00	$0.00
688	6001	PED DETECT PUSH BUTTON (APS)	EA	8	$1,000.00	8.00	8.00	0.00	$ -	$8,000.00	$0.00
688	6003	PED DETECTOR CONTROLLER UNIT	EA	1	$4,000.00	1.00	1.00	0.00	$ -	$4,000.00	$0.00
6001	6001	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	10	$200.00			0.00	$ -	$0.00	($2,000.00)
6185	6002	TMA (STATIONARY)	DAY	6	$200.00	10.00	10.00	0.00	$ -	$2,000.00	$800.00
6185	6005	TMA (MOBILE OPERATION)		4	$0.00			0.00	$ -	$0.00	$0.00
6306	++	VIVDS CNTRL SOFTWARE (INSTALL ONLY)	EA	1	$100.00	1.00	1.00	0.00	$ -	$100.00	$0.00
6306	6007	VIVDS CABLING	LF	890	$4.00	1200.00	1,200.00	0.00	$ -	$4,800.00	$1,240.00
6306	6009	VIVDS PROSR SYS (INSTALL ONLY)	EA	1	$700.00	1.00	1.00	0.00	$ -	$700.00	$0.00
6306	6010	VIVDS CAM ASSY (INSTALL ONLY)	EA	4	$1,000.00	4.00	4.00	0.00	$ -	$4,000.00	$0.00
Alt 1		PROCURE/PLACE/ACTIVATE TEMPORARY TRAILER SIGNAL	EA	4	$40,500.00	4.00	4.00	0.00	$ -	$162,000.00	$0.00
CO 1		REMOVE CONC CURB & GUTTER	LF	20	$18.90	20.00	20.00	0.00	$ -	$378.00	$0.00

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Co 2		CONC CURB TY II	LF	58.5	$36.75	58.50	58.50	0.00	$ -	$2,149.88	$0.00
								TOTAL:	**$ -**	**$650,539.88**	**($16,755.50)**

TOTAL COMPLETED & STORED TO DATE	$650,539.88
LESS 2.5% RETAINAGE	$0.00
TOTAL EARNED LESS RETAINGE	$650,539.88
LESS PREVIOUS PAID APPLICATIONS	$634,276.38
LESS PREVIOUS UNPAID APPLICATIONS	$0.00
CURRENT PAYMENT DUE	$16,263.50

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-10

Date: February 26, 2025

Subject: Request that the City Council consider authorizing the City Manager to approve the purchase of one excavator from ASCO Supply Company through Sourcewell contract #011723-HTI for a purchase price of $145,407.52.

Item Reference:

The fleet replacement program budgets for departments to replace their vehicles on a regular schedule, particularly those with mileage and/or maintenance cost expectations. After meeting with Water Distribution, it was determined they needed an excavator with a hammer and a compactor attachment. This equipment can be used in multiple applications and locations as needed. Vehicle Services contacted four local Buyboard dealers for availability and pricing. Asco Supply Company of Tyler Sourcewell Quote is the most advantageous for the City of Tyler. After comparison, it was also decided to add a root grapple for this unit to enable further uses in the future as well. Total cost of this unit will be $145,407.52. Water Distribution account 502-0743-743-26.02 was funded $145,850.00. Vehicle Services will purchase this unit from account 640-0661-641-2604 and replace funds from the above account.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to purchase one excavator from ASCO Supply Company through Sourcewell contract #011723-HTI for a purchase price of $145,407.52.

Attachments:
bid talley
Asco sourcewell quote

Drafted/Recommended By:
Department Leader Stan Stoffregen Fleet Manage

Edited/Submitted By:
City Manager

Doggett	Holt Cat
85P	307.5a no def
24" bucket	24" bucket
quick connect	quick connect
plate compactor	plate compactor
hyd hammer	hyd hammer
steel tracks w/ rubber pads	steel tracks w/ rubber pads
backfill blade	backfill blade
extended warranty 60 month 6000 hours	extended warranty 84mon / 3500 hour
Houston	San Antonio
$155,654.86	$124,807.29

84 mo/8000k hours $158663.86

Holt Cat	ASCO
308cr no def	Case CX80C
24" bucket	24" bucket
quick connect	quick connect
plate compactor	plate compactor
hyd hammer	hyd hammer
steel tracks w/ rubber pads	steel tracks w/ rubber pads
backfill blade	backfill blade
extended warranty 84mon / 3500 hour	extended warranty 60 month / 6000 hours
	Tyler immediate delivery machine 2-3 weeks
San Antonio	attachments
$150,547.20	$152,006.34

ASCO	Bane Equipment
Hitachi ZX85USB-7	Linkbelt 80X3
24" bucket	24" bucket
quick connect	quick connect
plate compactor	plate compactor
hyd hammer	hyd hammer
steel tracks w/ rubber pads	steel tracks w/ rubber pads
backfill blade	backfill blade
extended warranty 60 month / 6000 hours	standard warranty 60 months / 5000k hours
Tyler immediate delivery machine 1 week	
attachments	Dallas
$136,143.92	$137,699.74

Sourcewell Quote **ASSOCIATED SUPPLY COMPANY, INC.**

Sourcewell Vendor:	Associated Supply Company, Inc. 2602 E Front St Tyler, Texas 75702	**Prepared By:**	Travis Slick
Phone:	903-593-0201	**Mobile:**	903.312.7224
Fax:	817-283-7836	**Email:**	tslick@ascoeq.com
		Date Prepared:	2/11/2025
Government Agency:	**City of Tyler SW# 33152**		
Ship To:	**City of Tyler** 2300 W NW Loop 323 Tyler, TX 75702	**Bill To:**	**City of Tyler** PO Box 2039 Tyler, Texas 75710
Contacts' Name:	Tim Cravens	**Phone:**	903-316-1412
Email:	tcravens@tylertexas.com	**Fax:**	
Product Description:	Hitachi ZX85USB-7 EQ#0184082	**Sourcewell Contract:**	**#011723-HTI**
I. Price List Dated:	1/12/2024	**Base Price:**	120,292.00

II: Base Bid Options (Itemized Below)

ZX85USB-7 Cab w/ Dozer Blade	Included	24 Month or 2,000 Hour Factory Warranty	Included
18" Rubber Pads	Included	Aerial Angle Camera 270 Degree View	Included
6'11" Arm	Included		
Basic Package	Included		
Standard Counterweight	Included		
Blade Float	Included		
3" Seat Belt	Included		
Joystick Controlled Boom Swing	Included		
Auxiliary Hydraulics	Included		
Consite Telematics	Included		
SUB-TOTAL:	$ -	**SUB-TOTAL:**	$ -
		Options List Price Total:	$ -
III. SUB-TOTAL OF I & II			$ 120,292.00
IV. Sourcewell Discount: 19.00%	$ 22,855.48	**SOURCEWELL CONTRACT PRICE:**	$ 97,436.52

V: NON-BASE OPTIONS — **Non-Base Options (%) =** 0

Inbound Freight	$ 1,675.00	Werk Brau Mechanical Coupler	$ 3,750.00
Pre-Delivery Inspections	$ 750.00	Epiroc Vibratory Compactor HC450	$ 11,240.00
Delivery	$ 250.00	Epiroc Breaker/Hammer EC80T	$ 16,141.00
Strickland 24" Bucket	$ 1,750.00	Werk Brau Hydraulic Thumb (25 Day Lead Time)	$ 4,850.00
60 Month or 6,000 Hour Premier Warranty	$ 3,200.00	Werk Brau 42" Rake	$ 4,365.00
SUB-TOTAL:	$ 7,625.00	**SUB-TOTAL:**	$ 40,346.00

VI: UNPUBLISHED OPTIONS ADDED TO CONTRACT PRICE (SUBTOTAL OF COL1 & COL 2) $ 47,971.00

VII: TOTAL IV + VI		$ 145,407.52
VIII: QUANTITY ORDERED UNITS:	1	$ 145,407.52
IX: TRADE-IN OR OTHER CREDIT(S):		$ -
	TOTAL:	$ 145,407.52

PRICING SUBJECT TO CHANGE BASED ON AVAILABILITY

Acct # 302-0743-743-26.02

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-11

Date: February 26, 2025

Subject: Request the City Council consider authorizing the City Manager to approve the purchase of one RTV from Lowe Tractor for Lake Palestine water plant for a total purchase price of $10,538.76 through Sourcewell Contract #031121.

Item Reference:

The fleet replacement program budgets for departments to replace their vehicles on a regular schedule, particularly those with mileage and/or maintenance cost expectations. After meeting with Lake Palestine Plant it was decided unit 15503 needed replaced. Lowe tractor has one in stock for immediate delivery under Sourcewell Contract #031121 for a purchase price of $10,538.76.
Funds available from VES account 640-0661-641-2604

RECOMMENDATION:

It is recommended the City Council consider authorizing the City Manager to purchase one RTV from Lowe Tractor for Lake Palestine water plant for a total purchase price of $10,538.76 through Sourcewell Contract #031121.

Attachments:
City_of_Tyler_RTV520-A

Drafted/Recommended By:
Department Leader Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

Sourcewell
Ground Maintenance, CE, Utility Tractors, Mowers, RTV's - 031121
Utility Vehicles 122220
NJPA Arkansas 4600041718
NJPA Delaware GSS-17673
Nebraska 14777 (OC)
Mississippi 8200067336

RTV520-A WEB QUOTE #2848441
Date: 2/14/2025 6:10:44 AM

– Customer Information –
Schreck, Deborah
33152
City of Tyler
dschreck@tylertexas.com
9035311323

Quote Provided By
LOWE TRACTOR & EQUIPMENT, INC.
Lazaro Rodriguez
3250 NNE Loop 323
Tyler, TX 75708
email: junior@lowetractor.com
phone: 9035935337

– Standard Features –

Kubota

V Series RTV520-A (Orange)

*** EQUIPMENT IN STANDARD MACHINE ***

GASOLINE ENGINE
Model Kubota GZ520-E3F-UV
2 cyl, 4 cycle OHC
Water cooled
Electronic fuel injection (EFI)
27.8 cu. in.
+17.4 Net Eng HP

TRANSMISSION
Variable Hydro Transmission
Forward Speeds:
Low 0 - 10 mph
High 0 - 25 mph
Reverse 0 - 10 mph
Rear differential lock

FLUID CAPACITY
Fuel Tank 5.0 gal
Cooling 1.3 qts
Engine 1.43 qts
Transmission 2.38 gal
Brake Fluid 0.21

SAFETY EQUIPMENT
OSHA 1928.52 ROPS and seat belt
Rear Wheel Hand Parking Brake
Spark Arrestor Muffler
Sound Level - operator's Ear 81.9 dBA
@ max. rpms

TIRES AND WHEELS
ATV Tire F 24 x 9 - 12, 6 ply
R 24 x 11 - 12, 6 ply

DIMENSIONS
Width 54.7 in
Height 74.0 in
Length 105.1 in
Wheelbase 70.8 in
Tow Capacity 1168 lbs
Ground Clearance F/R 8.1 in/6.7 in

CARGO BOX
Width 40.6 in
Length 33.7 in
Depth 11.4 in
Load Capacity 441 lbs
Vol. Capacity 9.0 cu ft

OPERATING FEATURES
Rack and Pinion Steering
VHT Plus Transmission
Front Independent Suspension
Rear Semi-independent Suspension
Brakes - Front/Rear Dry Disc
Rear Brake Lights / Front Headlights
2" Hitch Receiver - Front & Rear

– Custom Options –

RTV520-A Base Price:	$11,199.00
(1) PLASTIC CANOPY (MIN ORD QTY=3) K7311-99390-PLASTIC CANOPY (MIN ORD QTY=3)	$296.74
Configured Price:	$11,495.74
Sourcewell Discount:	($2,529.06)
SUBTOTAL:	$8,966.68
Dealer Assembly:	$36.67
Freight Cost:	$712.50
PDI:	$400.00
TX HVY EQ	$12.91
Accessory Install/Delivery	$355.00
Title Fee	$55.00
Total Unit Price:	$10,538.76
Quantity Ordered:	1
Final Sales Price:	$10,538.76

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

DRAFT

*Some series of products are sold out for 2022. **All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price.** All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-12

Date: February 26, 2025

Subject: Request that the City Council consider adoption of a Resolution to authorize continued participation by the City of Tyler with the Steering Committee of Cities served by Atmos, and authorize the annual assessment payment of $0.05 cents per capita to the Steering Committee.

Item Reference: **Steering Committee of Cities Served by Atmos; Resolution No. R-2024-**

Most municipalities have retained original jurisdiction over gas utility rates and services within municipal limits. The Atmos Cities Steering Committee ("ACSC") is composed of 186 municipalities in the service area of Atmos Energy Corporation, Mid-Tex Division that have retained original jurisdiction. Atmos is a monopoly provider of natural gas. Because Atmos has no competitors, regulation of the rates that it charges its customers is the only way that cities can ensure that natural gas rates are fair. Working as a coalition to review the rates charged by Atmos allows cities to accomplish more collectively than each city could do acting alone. Cities have more than 100 years experience in regulating natural gas rates in Texas.

ACSC is the largest coalition of cities served by Atmos Mid-Tex. There are 186 ACSC member cities, which represent more than 60 percent of the total load served by Atmos-Mid Tex. ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of residential and small commercial customers within the cities. Although many of the activities undertaken by ACSC are connected to rate cases (and therefore expenses are reimbursed by the utility), ACSC also undertakes additional activities on behalf of municipalities for which it needs funding support from its members.

ACSC is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Atmos within the City. These activities will continue throughout the calendar year. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that ACSC be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

On December 12, 2024, the Atmos Cities Steering Committee approved the 2025 assessment for Steering Committee membership. The assessment for 2025 is per capita fee of $0.05. This is the same amount as was adopted for 2019-2024. The City of Tyler's 2024 Membership assessment is $5,516.35.

RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution to authorize continued participation by the City of Tyler with the Steering Committee of Cities served by Atmos, and authorizing the annual assessment payment of five cents ($0.05) per capita to the Steering Committee.

Attachments:
R-2025- Atmos ACSC 2025 Assessment

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

Edited/Submitted By:
City Manager

RESOLUTION NO. R-2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AUTHORIZING CONTINUED PARTICIPATION WITH THE ATMOS CITIES STEERING COMMITTEE; AND AUTHORIZING THE PAYMENT OF FIVE CENTS PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Tyler, Texas ("City") is a regulatory authority under the Gas Utility Regulatory Act (GURA) and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division (Atmos) within the municipal boundaries of the city; and

WHEREAS, the Atmos Cities Steering Committee (ACSC) has historically intervened in Atmos rate proceedings and gas utility related rulemakings to protect the interests of municipalities and gas customers residing within municipal boundaries; and

WHEREAS, ACSC is participating in Railroad Commission dockets and projects, as well as court proceedings and legislative activities, affecting gas utility rates; and

WHEREAS, the City is a member of ACSC; and

WHEREAS, in order for ACSC to continue its participation in these activities which affects the provision of gas utility service and the rates to be charged, it must assess its members for such costs.

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

PART I. That the City is authorized to continue its membership with the Atmos Cities Steering Committee to protect the interests of the City of Tyler and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits.

PART II. The City is further authorized to pay its 2025 assessment to the ACSC in the amount of five cents ($0.05) per capita, equaling $5,516.35.

PART III. A copy of this Resolution and approved assessment fee payable to "City of Arlington, c/o *Atmos Cities Steering Committee*," shall be sent to:

City of Arlington
Brandi Stigler
PO Box 90231
Arlington, Texas 76004

PASSED AND APPROVED on this 26th day of February, 2025.

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

ATTEST:

_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

RESOLUTION NO. R-2025-
EXHIBIT A

Atmos Cities Steering Committee
C/O City of Arlington
Attn: Brandi Stigler
PO Box 90231
Arlington, TX 76004

Invoice

Date	Invoice #
1/30/2025	25-158

Bill To
City of Tyler

Item	Population	Per Capita	Amount
2025 Membership Assessment	110,327	0.05	5,516.35

Please make check payable to: Atmos Cities Steering Committee and mail to Atmos Cities Steering Committee,C/O City of Arlington, Attn: Brandi Stigler,
PO Box 90231, Arlington, Texas 76004

Total $5,516.35