CITY COUNCIL AGENDA

Wednesday, May 28, 2025
9:00 am

CITY OF TYLER
A Natural Beauty

CITY COUNCIL
Donald P. Warren, Mayor
Stuart Hene, District 1
Petra Hawkins, District 2
Shonda Marsh, District 3
James Wynne, District 4
Lloyd Nichols, District 5
Brad Curtis, District 6

CITY COUNCIL MEETING AGENDA

CITY COUNCIL CHAMBERS - CITY HALL

City Hall, City Council Chambers
212 N. Bonner Avenue, 2nd Floor
Tyler, Texas
Follow us on Facebook Live at:
https://www.facebook.com/CityofTylerTexas/
Wednesday, May 28, 2025
9:00 am

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

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

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

AMERICANS WITH DISABILITIES ACT NOTICE

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

COURTESY RULES

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

INVOCATION

PLEDGE OF ALLEGIANCE

MINUTES

Request that the City Council consider approving the minutes of the regular called meeting of the City Council of the City of Tyler, Texas, held on April 9, 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 145 years of service with the City of Tyler.

Scott Starkey, Fire Driver Engineer, 25 years of service
Brian Bulman, Police Sergeant IV, 25 years of service
Chester Mayo, Treatment Plant Operator III, 25 years of service
Gary Smith, Building Services Supervisor, 35 years of service
Jose Parga, Parks Manager, 35 Years of service

ZONING

Z-1 Z25-008 MD DIVINE HOMES LLC (2921 NORTH BORDER AVENUE)
Request that the City Council consider adoption of an Ordinance approving a zone change from R-2, Two-Family Residential Duplex District to R-1D, Single-Family Detached and Attached Residential District.

RESOLUTION

R-1 Request that the City Council consider adopting a Resolution nominating Tyler Regional Hospital, LLC - UT Health Tyler, for award of a State of Texas Enterprise Zone Project designation and the Job Retention Benefit under the Enterprise Zone Program.

ORDINANCE

O-1 Request that the City Council consider adopting an Ordinance amending Tyler City Code Chapter 12 by establishing airport hazard area zoning regulations for Tyler Pounds Regional Airport, establishing and defining the authority of the Zoning Board of Adjustment and Appeals regarding such regulations, and providing definitions; and also amending Tyler City Code Chapter 10 by requiring a notation on Subdivision Plats located in Airport Height Hazard Zoning Districts.

O-2 Request that the City Council consider adopting an Ordinance amending Tyler City Code Chapter 2 to re-adopt current guidelines and criteria for tax abatement.

O-3 Request that the City Council consider adopting an Ordinance amending Tyler City Code Chapter 6 by amending the 2021 Editions of the International Building Code, International Mechanical Code, International Fire Code and International Residential

Code by updating and amending the provisions related to refrigerants and heating and cooling equipment, including flammable gas, occupancy and storage requirements, household and electrical appliances and boilers and water heaters.

MISCELLANEOUS

M-1 Request that the City Council consider authorizing the City Manager to execute a Capital Improvements Project contract in the amount of $12,624,779 with Taknek, LLC for the Lake Tyler Raw Water Pump Station Improvements Bid No. 25-020, and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

M-2 Request that the City Council consider authorizing the City Manager to execute a Capital Improvements Project contract in the amount of $2,127,942.50 with A.E Shull and Company for the Hwy 271 to FM 14 & N. Broadway 12" Water Line Extension Bid No. 25-031, and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

M-3 Request that the City Council consider authorizing the City Manager to execute a construction contract for the Police Department Training Center Renovation project to Watson Commercial Construction, Ltd., in the amount of $1,793,000.00.

M-4 Request that the City Council consider reviewing and accepting the Revenue and Expenditure Report for the period ending March 31, 2025.

CONSENT

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

C-A-1 Request that the City Council consider adoption of 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 2021 in the amount of $1,887,323, 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-2 Request that the City Council consider authorizing the City Manager to sign a "Letter of Engagement for Professional Audit Services" with Gollob Morgan Peddy, PC to perform the Fiscal Year 2024-2025 Annual Audit for a total combined maximum fee, including all out-of-pocket expenses, not to exceed $119,000.

C-A-3 Request that the City Council consider reviewing and accepting the Investment Report for the quarter ending March 31, 2025.

C-A-4 Request that the City Council consider authorizing the City Manager to execute a letter of agreement for professional advisory services with Valley View Consulting for a two year period, expiring June 30, 2027, effective July 1, 2025 with an option to extend this agreement in additional one or two year increments upon satisfactory completion of the next two years of service.

C-A-5 Request that the City Council consider authorizing the City Manager to approve the

accident repair of Transit unit 21967, a 2021 Gillig Bus in the amount of $136,395.62.

C-A-6 Request that the City Council consider authorizing the City Manager to sign an agreement allowing Tyler Junior College to partner with Tyler Public Library, which would allow work-study students to complete working hours at the Tyler Public Library.

C-A-7 Request that the City Council consider authorizing the City Manager to execute a Capital Improvement Project (CIP) construction contract with Hartbeat Construction for the 2025 Stormwater Repair project in the amount of $711,200.00, Bid No. 25-022.

C-A-8 Request that the City Council consider authorizing the City Manager to execute a contract with Crown Civil Construction Corp. for the construction of the 2025 Brick Streets Repair Project in the amount of $1,315,800.00.

C-A-9 Request that the City Council consider authorizing the City Manager to execute Amendment #1, an increase to the existing Work Order #3 with HDR Engineering, Inc., for the design of the 2024 Railroad Crossing Improvements for downstream stormwater drainage design totaling $55,174.00.

C-A-10 Request that the City Council consider authorizing the City Manager to execute Work Order No. 2 for Engineering Services for the TWU Consent Decree Brick Removal project with Halff Associates, Inc., in the amount of $60,000.00.

C-A-11 Request that the City Council consider authorizing the City Manager to execute an Agreement for Access across City-owned property at Lake Tyler to Ricky Fulps.

CITY MANAGER'S REPORT

ADJOURNMENT

MINUTES OF THE REGULAR CALLED MEETING OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS
April 9, 2025

A regular called meeting of the City Council of the City of Tyler, Texas, was held Wednesday, April 9, 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
	James Wynne (absent)
	Lloyd Nichols
City Manager:	Edward Broussard
Deputy City Manager:	Stephanie Franklin
Asst. City Manager:	Heather Nick
City Attorney:	Deborah G. Pullum
Director of Organizational Development:	Regina Y. Moss
Chief Information Officer:	Benny Yazdanpanahi
City Fire Chief:	David Coble
Police Chief:	Jimmy Toler
City Engineer:	Darin Jennings
Traffic Engineer:	Cameron Williams
Project Engineer:	Jacob Yanker
Project Engineer:	Cody Bain
Manager, Water Business Office:	Willie Marshall
Director of Utilities:	Kate Dietz
Legal Assistant:	Chris Cambra
City Clerk:	Cassandra Brager (absent)

INVOCATION

The Invocation was given by Councilmember Curtis.

MINUTES

Motion by Councilmember Curtis to approve the February 26, 2025, minutes; seconded by Councilmember McKellar; motion carried 6 - 0 & approved as presented.

RESOLUTION

R-1 Request that the City Council consider adopting a Resolution authorizing the Tyler Police Department to participate with other law enforcement agencies in the submission and use of grant requests from the Texas Motor Vehicle Crime Prevention Authority (MVCPA) for the thirty-first year of funding to participate in the East Texas Auto Theft Task Force, authorizing certain City matching cash and in-kind shares, and authorizing the City Manager to enter into working agreements regarding the same. **(R-2025-24)**

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

ORDINANCE

O-1 Request that the City Council consider adoption of an Ordinance amending Tyler City Code Chapter 3, Civil Service Classification Plan by amending the Civil Service Classification Plan and the number of authorized Civil Service positions for Fiscal Year 2024-2025. **(O-2025-16)**

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

O-2 Request that the City Council consider adoption of an Ordinance amending Tyler City Code Chapter 19 by updating provisions related to Lake Tyler and Lake Tyler East by amending Definitions, amending provisions related to boating and watercraft, amending provisions related to the construction and leasing of lake lots and structures thereon, amending provisions related to boathouses, piers and accessory structures, improving environmental regulations regarding sanitation and plumbing in conformance with State regulations, amending provisions to clarify the City's authority over lake waters and City-owned lands adjacent thereto, revising fees to reflect actual costs associated with administration, and making other clean-up changes. **(O-2025-17)**

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

MISCELLANEOUS

M-1 Request that the City Council consider authorizing the City Manager to execute Work Order No. 4 with Kimley-Horn and Associates, Inc. in the amount of $ 133,188 for the Intelligent Transportation System Master Plan Year 5 - Traffic Signal Timing Improvements.

Motion by Councilmember Curtis; seconded by Councilmember McKellar; 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 $276,684.00 with Hunter Demolition and Wrecking Corporation for the South Glenwood Ground Storage Tank Demolition Bid No. 25-015 and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt. **(R-2025-25)**

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

M-3 Request that the City Council consider approving the purchase of a 14.6-acre tract of

property located at 3150 Robertson Rd. for $1,275,000 to construct a fire training facility and consider ratifying/authorizing the City Manager's execution of all documents necessary to accomplish the same.

Motion by Mayor Pro Tem Hene; seconded by Councilmember McKellar; 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 apply for and accept Smith County 9 -1-1 District participation funding for facility and equipment upgrades for the Tyler Police Department, in the amount of $15,583.30.

C-A-2 Request that the City Council consider authorizing the City Manager to execute a contract with Lone Star Equipment Co., for the construction of the 2025 Seal Coat Project in the amount of $958,967.20.

C-A-3 Request that the City Council consider authorizing the City Manager to declare a Dodge Durango as surplus property and approve the inter-local agreement authorizing the sale to Lindale Independent School District for a total purchase price of $11,500.00.

C-A-4 Request that the City Council consider authorizing the City Manager to approve Addendum #1 to the existing Inter-Local Agreement with East Texas Council of Governments (ETCOG) to simplify and streamline operations on overflow/as needed public transit provider.

C-A-5 Request that the City Council consider authorizing the City Manager to ratify an in-kind donation made to the Tyler Fire Department valued at $50,000 from Dialog Wireline Services, LLC.

C-A-6 Request that the City Council consider approving the Reconciliation Change order and retainage of $14,232.67 to Morton Enterprise, for the 2025 Asphalt Crack Seal Project.

C-A-7 Request that the City Council consider authorizing the City Manager to purchase an IBM iSeries/As400 from SPSVAR to replace the financial and water utility computer system. This replacement is in the amount of $177,166.72, which will be taken from FY 2024/25 IT budget funds.

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

CITY MANAGER'S REPORT

1. Mayor and Council, kind of following up with some other actions from Chief Coble and the Tyler Fire Department. They have launched a new program to install automated external

defibrillators in city-owned buildings. This program will enhance public safety by providing these life-saving devices in areas where they may be deployed in the case of cardiac-related emergencies. As part of the program, 11 AEDs have been installed since last November and will continue to be installed as the program continues. Many of the AEDs are equipped with Wi Fi capability, allowing the Tyler Fire Department to remotely monitor battery levels and maintenance needs to ensure the units remain ready for use. The Tyler Fire Department wants to help make AEDs more accessible and ensure they are always in working condition. We encourage everyone to become familiar with AED use and CPR training because every second counts during a cardiac emergency.

2. Now, earlier we talked about traffic, and again, traffic operations continue to improve here in Tyler and other ways as well. Well-maintained traffic signs not only enhance the beauty of our City but are vital for ensuring safer and more efficient roads for our residents and visitors. We have implemented a new strategy to improve the productivity of our staff in maintaining over 100,000 traffic signs throughout the City of Tyler. We repurposed the Street Department's Street Crew sweeper zone map, which divided the City into 87 zones for systematic street cleaning. The sign shop has adopted this zone map to effectively maintain the traffic signs across the City. Each of our three staff members have been assigned to a specific zone where they drive, identify, and address the signs that require attention. Once all issues in a zone are resolved, they proceed to the next zone. Their systematic approach ensures we achieve our goal of being a leader in sign maintenance among all municipalities.
3. A couple of things coming up, or a big one coming up, are our, on Saturday, we have the Keep Tyler Beautiful Annual Don't Mess with Texas Trash Off and Keep America Beautiful Great American Cleanup. And so, this is a big event that our Keep Tyler Beautiful department puts together and is hosted by our Parks Department as well. And so, it will be, this year, we'll meet at Southside Park to kick things off and go to different locations to clean up and come back. And then there's also the baseball game that has been referenced at several Council meetings, as well between Police and Fire, with, I think, you two as the umpires.
4. And then finally, as we just experienced this past weekend, and we'll continue in the weekends ahead, I'm sure. You know, emergencies happen, as far as with the weather, and they pop up, you know, just out of thin air. And so, with that, we always want to make sure that people are signed up for our RAVE alerts. That is one of the quickest ways to be able to get information about our tornado warnings or, as far as flood flash flooding, so people can be safe, and know what to do next, in their homes or businesses.

ADJOURNMENT

Motion by Councilmember McKellar to adjourn the meeting at 9:39 am; seconded by Mayor Pro Tem Hene; motion carried 6 - 0 & and meeting adjourned.

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

A T T E S T:

_____
CASSANDRA BRAGER, CITY CLERK

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. A-1

Date: May 28, 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 145 years of service with the City of Tyler. Scott Starkey, Fire Driver Engineer, 25 years of service Brian Bulman, Police Sergeant IV, 25 years of service Chester Mayo, Treatment Plant Operator III, 25 years of service Gary Smith, Building Services Supervisor, 35 years of service Jose Parga, Parks Manager, 35 Years of service

Item Reference:

Request that the City Council consider recognizing the following employees for their years of service and commitment to the City of Tyler. They represent 145 years of service with the City of Tyler.

Scott Starkey, Fire Driver Engineer, 25 years of service
Brian Bulman, Police Sergeant IV, 25 years of service
Chester Mayo, Treatment Plant Operator III, 25 years of service
Gary Smith, Building Services Supervisor, 35 years of service
Jose Parga, Parks Manager, 35 Years of service

RECOMMENDATION:

Request that the City Council consider recognizing the following employees for their years of service and commitment to the City of Tyler. They represent 145 years of service with the City of Tyler.

Attachments:
May 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: **May 28, 2025**

Subject: **Award for May 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 **145** years of service with the City of Tyler.

Service Awards

Date of Hire	First Name	Last Name	Title	Department	Years of Service
05/31/2000	Scott	Starkey	Fire Driver Engineer	Fire	25
05/30/2000	Brian	Bulman	Police Sergeant IV	Police	25
05/18/2000	Chester	Mayo Jr.	Treatment Plant Operator III	Wastewater Treatment	25
05/21/1990	Gary	Smith	Building Services Supervisor	Facility Services	35
05/23/1990	Jose	Parga	Parks Manager	Parks Admin.	35

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

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-1

Date: May 28, 2025

Subject: Z25-008 MD DIVINE HOMES LLC (2921 NORTH BORDER AVENUE) Request that the City Council consider adoption of an Ordinance approving a zone change from R-2, Two-Family Residential Duplex District to R-1D, Single-Family Detached and Attached Residential District.

Item Reference:

The applicant is requesting the zone change to build a single-family home on Lot 15 of NCB 500-F, one lot containing approximately 0.16 acres of land located at the southeast intersection of West 32nd Street and Border Avenue (2921 Border Avenue).

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

The adjacent properties to the north and east are zoned R-2, Two-Family Residential District and are developed with a public park and undeveloped lots. The adjacent property to the south is zoned R-1B, Single-Family Residential District and is developed with single-family home. The adjacent property to the west is zoned PCD, Planned Commercial District and is developed with a daycare facility and a community-focused non-profit organization.

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

The applicant is proposing the construction of a single-family residence on a lot that does not meet the minimum required lot area under the existing R-2 zoning classification. To optimize the buildable space, the applicant is requesting the rezoning to R-1D, which provides more flexible setback requirements. This proposed development aligns with the character of the surrounding neighborhood, where most homes are situated on similarly sized lots and have an average square footage of less than 1,800 square feet.

On May 6, 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, May 23, 2025, of the ten notices mailed, no notices were returned in favor or in opposition to the request.

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

RECOMMENDATION:

The Planning and Zoning Commission by a 7-0 vote recommends approval of a zone change from R-2, Two-Family Residential Duplex District to R-1D, Single-Family Detached and Attached Residential District.

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

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

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2025-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CHANGING THE ZONING FROM R-2, TWO-FAMILY RESIDENTIAL DUPLEX DISTRICT TO R-1D, SINGLE-FAMILY DETACHED AND ATTACHED RESIDENTIAL DISTRICT ON LOT 15 OF NCB 500-F, ONE LOT CONTAINING APPROXIMATELY 0.16 ACRES OF LAND LOCATED AT THE SOUTHEAST INTERSECTION OF WEST 32ND STREET AND BORDER AVENUE (2921 BORDER AVENUE); 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 Z25-008

That the following described property, which has heretofore been zoned R-2, Two-Family Residential Duplex District, shall hereafter bear the zoning classification of R-1D, Single-Family Detached and Attached Residential District, to wit:

> On Lot 15 of NCB 500-F, one lot containing approximately 0.16 acres of land located at the southeast intersection of West 32nd Street and Border Avenue (2921 Border Avenue).

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

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

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

PASSED AND APPROVED this the 28th day of May A.D., 2025.

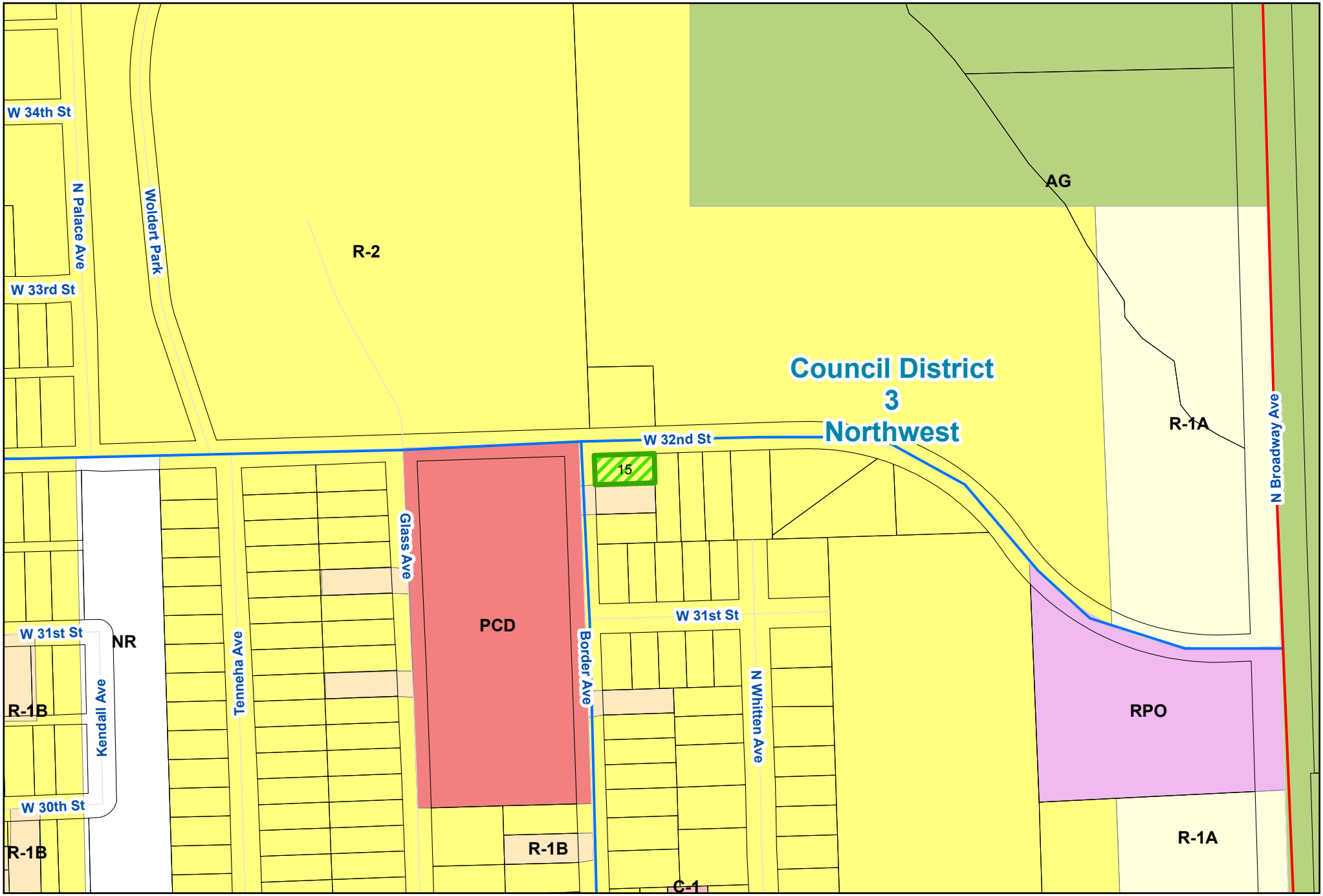
_____
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

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 250 feet

N

ZONING CASE

Zoning Case #: Z25-008
Current Zoning: R-2
Proposed Zoning: R-1D
MD Divine Homes LLC

Subject Property



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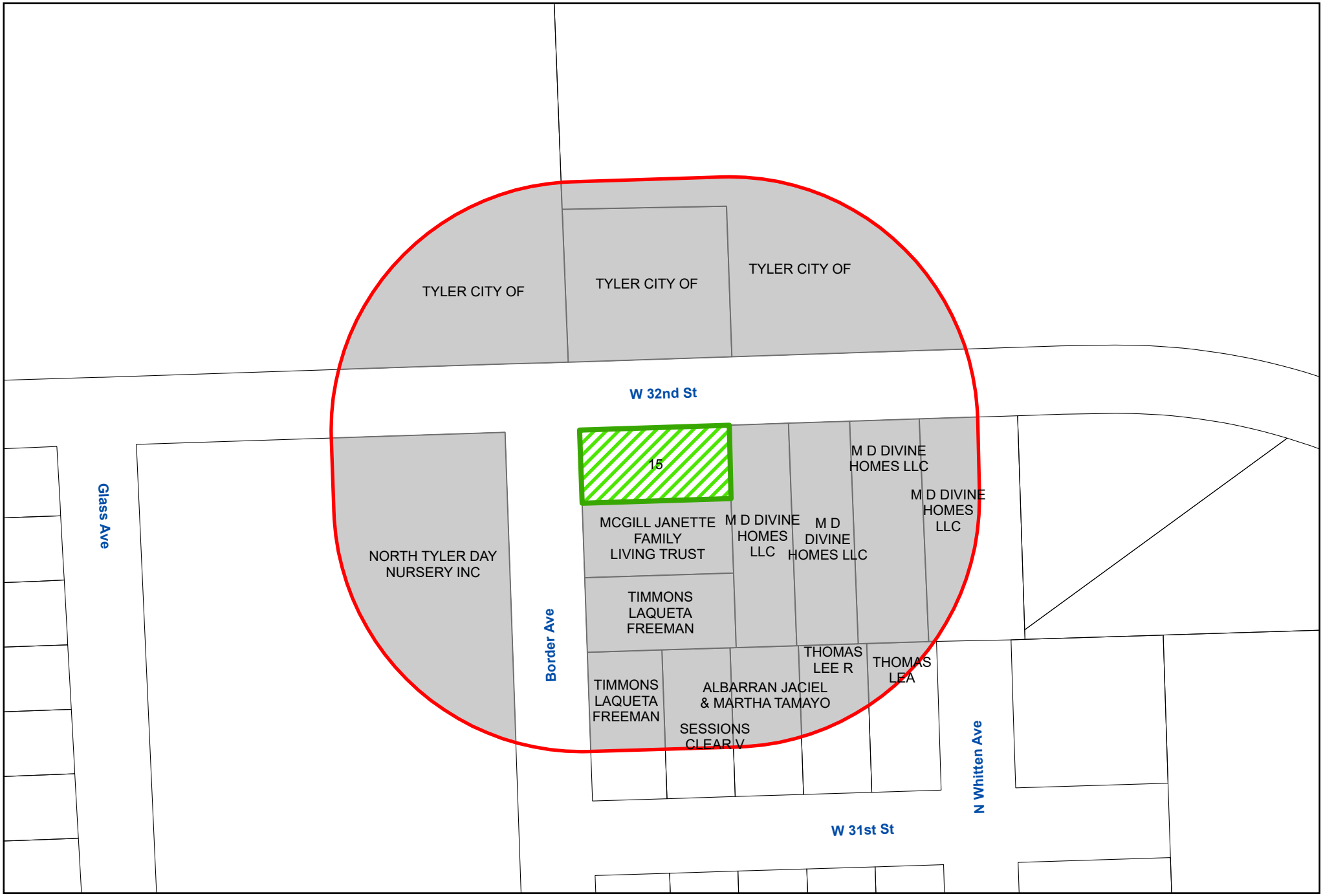
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ZONING CASE

Zoning Case #: Z25-008
Current Zoning: R-2
Proposed Zoning: R-1D
MD Divine Homes LLC

Subject Property



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1 inch equals 100 feet

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ZONING CASE

Zoning Case #: Z25-008
Current Zoning: R-2
Proposed Zoning: R-1D
MD Divine Homes LLC

Subject Property

200' Mailed Notification Area

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. R-1

Date: May 28, 2025

Subject: Request that the City Council consider adopting a Resolution nominating Tyler Regional Hospital, LLC - UT Health Tyler, for award of a State of Texas Enterprise Zone Project designation and the Job Retention Benefit under the Enterprise Zone Program.

Item Reference: **Texas Enterprise Zone Act; Texas Government Code Chapter 2303**

Tyler Regional Hospital, LLC ("Tyler Regional") is a subsidiary of Ardent Health Services ("Ardent"). Ardent is a privately owned health care services company that invests in people, technology, and facilities in order to produce high-quality care and extraordinary results. Founded in 1993 and headquartered in Nashville, Tennessee, Ardent currently operates 30 hospitals with 24,000 employees and has revenues of $4.4 billion. The company is committed to providing quality health care to patients in the communities it serves.

Ardent operates the UT Health Tyler hospital in partnership with The University of Texas System. Tyler Regional is a full-service 502-bed facility that offers an Emergency Department, Breast Care Center, Cardiovascular Institute, Digestive Diseases Center, Radiology Department, Labor and Delivery Unit, Laboratory, Surgical Center, Wound Healing Center, and Neurological, Orthopedic, and Urology Institutes. With this medical facility, Ardent is able to serve the Tyler community and surrounding areas with a broad spectrum of advanced health care programs and clinical services.

The Tyler Regional operations include two other legal entities that will be additional participating entities within this application. Rehabilitation Hospital, LLC (Comptroller of Public Accounts Number #3-20-6606175-8) and Specialty Hospital, LLC (Comptroller of Public Accounts Number #3-20-6606098-2). An additional address related to the campus operations is 701 Olympic Plaza Circle, Tyler, Texas 75701. Both affiliated entities are involved with purchasing and employment at the facility's campus.

To better serve the local community and improve the level of medical care it provides to patients, over the next five years, Ardent plans to invest $5 million to upgrade the facility and modernize medical equipment. These planned investments will allow Tyler Regional to continue to provide quality care to those in need and offer a wide range of services to the Tyler community and surrounding area.

Ardent currently has 2,569 employees, increasing its labor force by over 100 at the Tyler Regional Hospital. Of the 2,569 employees, 1,508 are full-time jobs per the definition of this program. During the designation, Tyler Regional expects to create at least 10 new jobs, maintain the existing levels of

employment at their respective facilities in Tyler, and retain all full-time jobs for benefits under the Enterprise Zone Program. These jobs meet the definition of a "retained job" in Texas Government Code Sec. 2303.401(2) because they currently exist, provide and will continue to provide at least 1,820 hours of employment annually, and will be employment positions for the longer of the duration of the project's designation period or three years after the expiration date of the claim period for receipt of state benefit.

Tyler Regional's facility is located at 1000 S Beckham Ave. Tyler, Texas 75701 in Census Tract 9, Block Group 3, in the City of Tyler with a <20% poverty level, as defined by the U.S. Census for 2020. Tyler Regional is targeting the hiring of thirty-five percent (35%) economically disadvantaged persons, veterans, or enterprise zone residents for new or replacement personnel for certified jobs during its Enterprise Project designation.

Tyler Regional qualifies under Texas Government Code Sec. 2303.404 to receive an enterprise project designation because (1) it involves an expansion, renovation, or new construction; (2) it will be completed within the predetermined period of time not to exceed 5 years; (3) it utilizes an accounting system that allows for tracking of income and expenses related to their facility; and (4) it will maintain separate payroll and tax records of the business activity conducted at the qualified business site.

Tyler Regional is active in promoting wellness and educating the community about a variety of health-related topics. Tyler Regional regularly conducts a Community Health Needs Assessment for UT Health Tyler and uses the data collected to lay the groundwork for continued outreach. The company has also developed the "Community Benefits Plan" to further outline its efforts to meet the needs of the Tyler community and identify areas for growth and any additional services or community education resources. Over the years, the hospital has contributed financially to many local organizations, including PAVE, Tyler Junior College, the United Way of Tyler Smith County, the Children's Park Foundation, and the Tyler Area Chamber of Commerce. The company has strong ties to the Tyler business community and will continue to be an active participant, contributor, and corporate citizen in the City of Tyler.

Tyler Regional's investment in updating the UT Health Tyler hospital is an exciting and integral part of its commitment to the Tyler community.

RECOMMENDATION:

It is recommended that the City Council consider adopting a Resolution nominating Tyler Regional Hospital, LLC - UT Health Tyler, for award of a State of Texas Enterprise Zone Project designation and the Job Retention Benefit under the Enterprise Zone Program.

Attachments:
Resolution

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

Edited/Submitted By:
City Manager

RESOLUTION NO. R-2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, NOMINATING TYLER REGIONAL HOSPITAL, LLC TO THE OFFICE OF THE GOVERNOR, ECONOMIC DEVELOPMENT AND TOURISM THROUGH THE ECONOMIC DEVELOPMENT BANK FOR DESIGNATION AS AN ENTERPRISE PROJECT ("PROJECT") UNDER THE TEXAS ENTERPRISE ZONE PROGRAM UNDER THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE ("ACT").

WHEREAS, on August 25, 2010, the City of Tyler, Texas (the "City") previously passed Ordinance No. O-2010-89 electing to participate in the Texas Enterprise Zone Program, and the local incentives available under this resolution are the same on this date as were outlined in Ordinance No. O-2010-89;

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code (the "Act"), Tyler Regional Hospital, LLC ("Tyler Regional") has applied to the City for designation as an enterprise project; and

WHEREAS, the Office of the Governor Economic Development and Tourism (EDT) through the Economic Development Bank will consider Tyler Regional as an enterprise project pursuant to a nomination and an application made by the City; and

WHEREAS, the City desires to pursue the creation of the proper economic and social environment in order to induce the investment of private resources in productive business enterprises located in the City and to provide employment to residents of enterprise zones, economically disadvantaged individuals and veterans; and

WHEREAS, the City finds that Tyler Regional meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds: (1) Tyler Regional is a "qualified business" under Section 2303.402 of the Act since it is engaged in the active conduct of a trade or business at a qualified business site not located in an enterprise zone and at least thirty-five percent (35%) of the business' new employees are residents of an enterprise zone, economically disadvantaged individuals or veterans; (2) There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities within the area; and (3) The designation of Tyler Regional as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area; and

WHEREAS, the City finds that it is in full compliance with Chapter 2303, Texas Government Code prior to nomination of an eligible business; and

WHEREAS, the City finds that Tyler Regional meets the criteria for tax relief and other incentives adopted by the City on the grounds that it will be located at the qualified business site, will retain a higher level of employment, economic activity and stability; and

WHEREAS, the City finds that it is in the best interest of the City to nominate Tyler Regional Hospital, LLC as an enterprise project pursuant to the Act;

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

PART 1: THAT the findings of the City and its actions approving this resolution taken at the council meeting are hereby approved and adopted and in effect.

PART 2: THAT the City finds that Tyler Regional meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

(a) Tyler Regional is a "qualified business", as defined in Section 2303.402 of the Act, since it will be engaged in the active conduct of a trade or business at a qualified business site not located in an enterprise zone in the governing body's jurisdiction and at least thirty-five percent (35%) of the business' new employees will be residents of an enterprise zone, economically disadvantaged individuals, or veterans; and

(b) There has been and will continue to be a high level of cooperation between public, private and neighborhood entities in the area; and

(c) The designation of Tyler Regional as an enterprise project will contribute significantly to the achievement of the city's plans for the development and revitalization of the area.

PART 3: THAT the City nominates Tyler Regional Hospital, LLC to the State of Texas for Enterprise status.

PART 4: THAT the enterprise project shall take effect on the date of designation of the enterprise project by the EDT and terminate five (5) years after the date of designation.

PART 5: THAT this Resolution shall become effective upon its passage and approval.

PASSED AND APPROVED this the 28th day of May, 2025.

_____

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

ATTEST:

CASSANDRA BRAGER,
CITY CLERK

APPROVED:

DEBORAH G. PULLUM,
CITY ATTORNEY

THE STATE OF TEXAS
COUNTY OF SMITH

I, _____, _____ of the City of Tyler, Texas do hereby certify that the above and foregoing is a true and correct copy of Resolution Number R-2025-__ passed by the City of Tyler City Council on this 28th day of May 2025.

(City Seal)

_____
Cassandra Brager
City Clerk

THE STATE OF TEXAS
COUNTY OF SMITH

BEFORE ME, the undersigned authority, on this day personally appeared_____ _____ of the City of Tyler, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this _____ day of _____, 2025.

_____
Notary Public, State of Texas

My commission expires: _____

(Notary Seal)

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. O-1

Date: May 28, 2025

Subject: Request that the City Council consider adopting an Ordinance amending Tyler City Code Chapter 12 by establishing airport hazard area zoning regulations for Tyler Pounds Regional Airport, establishing and defining the authority of the Zoning Board of Adjustment and Appeals regarding such regulations, and providing definitions; and also amending Tyler City Code Chapter 10 by requiring a notation on Subdivision Plats located in Airport Height Hazard Zoning Districts.

Item Reference: **Texas Local Government Code Chap. 241; Tyler City Code Chapter 12**

PURPOSE OF AIRPORT HAZARD AREA ZONING REGULATIONS

Protect Public Safety:
Ensure the safe operation of aircraft by regulating the height of structures and natural growth near Tyler Pounds Regional Airport to avoid potential airspace obstructions.

Prevent Incompatible Development:
Restrict land uses and activities within designated zones that could interfere with airport functions, such as creating glare, radio interference, or visual obstructions for pilots.

Preserve Airport Operations and Public Investment:
Prevent the creation of airport hazards that would diminish the functionality and utility of the airport, thereby protecting public infrastructure investment and regional transportation assets.

Meet Federal Guidelines:
The Federal Aviation Administration (FAA) expects cities to adopt zoning and land use regulations that protect airport airspace and ensure compatible development near airports. This includes enforcing height limits based on 14 CFR Part 77 surfaces, requiring FAA Form 7460-1 reviews for proposed structures, and preventing land uses that pose visual, electromagnetic, or wildlife hazards. Cities are encouraged to integrate airport protection into comprehensive plans, preserve Runway Protection Zones, and coordinate with surrounding jurisdictions to support the long-term safety, capacity, and public investment in airport infrastructure.

Support Long-Term Planning:
Ensure that future development near the airport remains consistent with aviation safety standards and

allows for the continued growth and use of Tyler Pounds Regional Airport.

AIRPORT REGULATORY AUTHORITY; HAZARD AND ZONING REGULATIONS
Pursuant to State law, the City of Tyler has adopted Airport regulations in Tyler Code Chapter 12. To prevent the creation of an airport hazard, a political subdivision may adopt, administer, and enforce, under its police power, airport hazard area zoning regulations for the airport hazard area. Texas Local Government Code Sec. 241.011(a). Furthermore, Texas Government Code Section 241.012(a) provides that a political subdivision may adopt, administer, and enforce, under its police power, airport-compatible land use zoning regulations. Also, per Texas Local Government Code Section 241.015, a political subdivision may incorporate an airport zoning regulation in a comprehensive zoning ordinance and administer and enforce it in connection with the administration and enforcement of the comprehensive ordinance, if the two zoning regulations apply, in whole or in part, to the same area; and the comprehensive zoning ordinance includes, among other matters, a regulation on the height of buildings.

Per the FAA Circular on Airport Land Use Compatibility Planning (150/5190-4B), airport sponsors and owners must pursue all reasonable and appropriate actions to secure and promote compatible land use and development within their local areas. Airports owned and operated by the same jurisdiction that is the land use authority (e.g., city or county-owned airport) are expected to adequately control land use near the airport and prevent new incompatible development.

MAJOR PROVISIONS IN ORDINANCE

1. Creation of Airport Hazard Zones
Five zones established per FAA guidelines and reflected on adopted zoning maps:

a. Approach Zone
b. Transitional Zone
c. Horizontal Zone
d. Conical Zone
e. Runway Protection Zone

Each zone includes specific height restrictions based on proximity to runways and elevation contours.

2. Height Limitations
Structures and natural growth (e.g., trees) are restricted in height based on zone. Height Permits are usually required unless the proposed object is <75 feet and outside critical zones.

3. Permitting Process
Ministerial review by the Airport Manager or designee within 10 business days. Requires FAA Form 7460-1 clearance if applicable.

4. Activity Restrictions
The ordinance formally prohibits activity that:

a. Interferes with aircraft communication or navigation,
b. Causes visual or glare issues for pilots,
c. Creates smoke, fog, or dust, impairing visibility.

5. Runway Protection Zone (RPZ) Use Restrictions

The FAA obligates the airport owner to prevent incompatible land uses within the RPZ. Per the FAA, compatible land use within the RPZ is generally restricted to such land uses as agricultural, golf course, and similar uses that do not involve congregations of people or construction of buildings or other improvements that may be obstructions. This ordinance follows the FAA guidance and establishes the following as compatible uses in RPZs:

a. Undeveloped
b. Agricultural
c. Surface parking

These restrictions are not retroactive and will only apply for new development, redevelopment, or when legal nonconforming status has lapsed (more than six months of discontinued use). The ordinance allows for use variances to be considered with FAA input.

6. Plat Notation Requirement
All subdivision plats within any hazard zone must include a notation referencing compliance with height and land use restrictions in Chapter 12. This will serve to provide awareness to all interested parties of the adopted ordinance and requirements.

7. Variances and Appeals
Variances reviewed by the Zoning Board of Adjustment, acting as the Height Hazard Zoning Board of Appeals. FAA review is required prior to any variance. Appeal of administrative decisions may proceed to the Board or court per LGC Section 241.041.

Staff has reviewed other municipal airport zoning regulations and finds that the proposed ordinance is consistent with common practice in the State.

Section 10-770 of the Unified Development Code (UDC) establishes the Planning and Zoning Commission as the Airport Zoning Commission. The Commission shall be responsible for recommending airport zoning regulations, airport hazard zoning regulations, and airport-compatible land use regulations to the City Council. All proposed airport zoning regulations, airport hazard zoning regulations, and compatible land use regulations affecting the airport shall also be reviewed by the Airport Advisory Board, which shall provide its recommendations. On March 24, 2025, the Airport Advisory Board voted unanimously to recommend approval of the proposed ordinance.

Notice of the public hearing to adopt airport zoning regulations was published in the Tyler Morning Telegraph in accordance with Chapter 241 of the Texas Local Government Code. As a courtesy, the City provided mailed notice to property owners within the Runway Protection Zones who will be affected by compatible land use restrictions.

On January 14, 2025, the Developers Roundtable group was advised of the City's intent to adopt airport hazard and zoning regulations. On April 15, 2025, the UDC Review Committee was presented with the proposed ordinance and plat notation amendment and was generally in agreement to adopt the proposals. On May 6, 2025, the Planning and Zoning Commission, acting as the Airport Zoning Commission, held a public hearing on this request and recommended approval by a 6-1 vote. Five property owners affected by the RPZ use restrictions discussed possible impacts to their property and sought additional clarification. Staff discussed that other uses may be considered in coordination with the FAA and through the variance process.

RECOMMENDATION:

The Planning and Zoning Commission, acting as the Airport Zoning Commission, by a 6-1 vote recommends adoption of an Ordinance amending Tyler City Code Chapter 12 by establishing airport hazard area zoning regulations for Tyler Pounds Regional Airport, establishing and defining the authority of the Zoning Board of Adjustment and Appeals regarding such regulations, and providing definitions; and also amending Tyler City Code Chapter 10 by requiring a notation on Subdivision Plats located in Airport Height Hazard Zoning Districts.

Attachments:
Ordinance

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

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2025-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AMENDING TYLER CITY CODE CHAPTER 12, "AIRPORT AND TRANSIT", ADOPTING AN AIRPORT HEIGHT HAZARD ZONING DISTRICT, REGULATING AND RESTRICTING THE HEIGHT OF STRUCTURES AND OBJECTS OF NATURAL GROWTH AND OTHERWISE REGULATING THE USE OF PROPERTY IN THE VICINITY OF TYLER POUNDS REGIONAL AIRPORT BY CREATING THE APPROPRIATE ZONES AND ESTABLISHING THE BOUNDARIES THEREOF; PROVIDING FOR CHANGES IN THE RESTRICTIONS AND BOUNDARIES OF SUCH ZONES; PROVIDING CERTAIN DEFINTIONS; REFERRING TO A TYLER POUNDS REGIONAL AIRPORT ZONING MAP AND OVERLAY MAP WHICH ARE INCORPORATED IN AND MADE A PART OF THIS ORDINANCE; ESTABLISHING AND DEFINING THE AUTHORITY OF THE ZONING BOARD OF ADJUSTMENT AND APPEALS AS THE AIRPORT HEIGHT HAZARD ZONING BOARD OF APPEALS; AND IMPOSING PENALTIES; AMENDING TYLER CITY CODE CHAPTER 10, "TYLER UNIFIED DEVELOPMENT CODE", REQUIRING A NOTATION ON SUBDIVISION PLATS FOR LAND LOCATED IN THE HEIGHT HAZARD ZONES OF TYLER POUNDS REGIONAL AIRPORT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, Texas Local Government Code Section 51.072(b) provides that the grant of powers to a municipality under the Texas Local Government Code does not prevent by implication or otherwise, the municipality from exercising the authority incident to self-government; and

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

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

WHEREAS, Texas Local Government Code Section 217.042(a) provides that a home rule municipality may define and prohibit any nuisance within the limits of the municipality and within 5,000 feet thereof; and

WHEREAS, Texas Local Government Code Section 217.042(b) provides that a home-rule municipality may enforce all ordinances necessary to prevent and summarily abate and remove a nuisance; and

WHEREAS, Section 1 of the Tyler City Charter states that the City of Tyler may make any and all rules and regulations by ordinances and resolutions; and

WHEREAS, Section 1 of the Tyler City Charter states that the City may define, prohibit, abate, suppress and prevent all things detrimental to the health, morals, comfort, safety, convenience and welfare of the inhabitants of the City; and

WHEREAS, Section 1 of the Tyler City Charter states that the City of Tyler may make and enforce local police, sanitary, and other regulations, and may pass such ordinances as may be expedient for maintaining and promoting the peace, good government and welfare of the City, and for the performance of the functions thereof; and

WHEREAS, Section 1 of the Tyler City Charter provides that the City shall have all powers that now are, or hereafter may be granted to municipalities by the constitution or laws of Texas, and that all such powers, whether express or implied, shall be exercised and enforced, in the manner prescribed by the Charter, and when not prescribed by the Charter, in such manner as shall be provided by ordinances and resolutions of the City Council; and

WHEREAS, Section 2 of the Tyler City Charter states that the enumeration of particular powers by the Charter shall not be held or deemed to be exclusive, but in addition to the powers enumerated in the Charter, the City shall have, and may exercise all other powers which, under the constitution and laws of Texas, it would be competent for the Charter specifically to enumerate; and

WHEREAS, Section 6 of the Tyler City Charter states that pursuant to the provisions of and subject only to the limitations imposed by State law and the Charter, all powers of the City shall be vested in an elective Council, which shall, among other duties, enact legislation; and

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

WHEREAS, Texas Transportation Code Section 22.014(a) states that a local government may adopt ordinances, resolutions, rules and orders necessary to manage, govern and use an airport or air navigation facility under its control or an airport hazard area relating to the airport, and that

such authority applies to an airport, air navigation facility, or airport hazard area in or outside the territory of the local government; and

WHEREAS, on May 25, 2011, the City Council, pursuant to Texas Local Government Code Section 43.102, adopted Ordinance No. O-2011-36 annexing Tyler Pounds Regional Airport and the rights-of-way of public roads and highways connecting the Airport to the City limits by the most direct route; and

WHEREAS, Texas Local Government Code Chapter 241 contains regulations related to municipal zoning authority around airports; and

WHEREAS, Texas Local Government Code Section 241.011(a) provides that to prevent the creation of an airport hazard, a political subdivision in which an airport hazard area is located may adopt, administer, and enforce, under its police power, airport hazard area zoning regulations for the airport hazard area; and

WHEREAS, Texas Local Government Code Section 241.011(b) provides that airport hazard area zoning regulations may divide an airport hazard area into zones and for each zone: (1) specify the land uses permitted; (2) regulate the type of structures; and (3) restrict the height of structures and objects of natural growth to prevent the creation of an obstruction to flight operations or air navigation; and

WHEREAS, Texas Local Government Code Section 241.012(a)(1) provides that a political subdivision may adopt, administer, and enforce, under its police power, airport compatible land use zoning regulations for the part of the controlled compatible land use area located within the political subdivision if the airport is used in the public interest of the public to the benefit of the political subdivision; and

WHEREAS, Texas Local Government Code Section 241.015 provides that a political subdivision may incorporate an airport zoning regulation in a comprehensive zoning ordinance and administer and enforce it in connection with the administration and enforcement of the comprehensive ordinance, if the two zoning regulations apply, in whole or in part, to the same area; and the comprehensive zoning ordinance includes, among other matters, a regulation on the height of buildings; and

WHEREAS, Texas Local Government Code Section 241.016(a) provides that before an airport zoning regulation may be adopted, a political subdivision must appoint an airport zoning commission; and

WHEREAS, Texas Local Government Code Section 241.016(a) also provides that if the political subdivision has an existing planning commission or comprehensive zoning commission, that commission may be designated as the Airport Zoning Commission; and

WHEREAS, Texas Local Government Code Section 241.018(a) provides that an airport zoning regulation must be reasonable and may impose a requirement or restriction only if the requirement or restriction is reasonably necessary to achieve the purposes of Texas Local Government Code Chapter 241; and

WHEREAS, Texas Local Government Code Section. 241.089(b) states that in determining which airport zoning regulations to adopt, the governing body of a political subdivision shall consider, among other things: (1) the character of the flying operations expected to be conducted at the airport;(2) the nature of the terrain within the airport hazard area;(3) the character of the neighborhood; and (4) the current and possible uses of the property to be zoned; and

WHEREAS, the City Council has created a Planning and Zoning Commission pursuant to Texas Local Government Code Chapter 211 and Tyler City Code Chapter 10; and

WHEREAS, Texas Local Government Code Section 241.032(a) provides that airport zoning regulations must provide for a Board of Adjustment; and

WHEREAS, Texas Local Government Code Section 241.032(b) provides that if a zoning board of appeals or adjustment exists, it may be designated as the board of adjustment under Chapter 241; and

WHEREAS, the City Council has created a Zoning Board of Adjustment pursuant to Texas Local Government Code Chapter 211 and Tyler City Code Chapter 10; and

WHEREAS, Texas Local Government Code Section 241.031(a) provides that airport zoning regulations must provide for the administration and enforcement of the regulations by an administrative agency; and

WHEREAS, Texas Local Government Code Section 241.031(a)(2) provides that the airport administrative agency may be an existing official, board, or other agency of the political subdivision adopting the regulations; and

WHEREAS, the City Council has adopted ordinances regulating Tyler Pounds Regional Airport in City Code Chapter 12; and

WHEREAS, the City of Tyler has established the Airport Advisory Board in Tyler City Code Chapter 12, and the Board's duties include making recommendations to the City Council regarding Airport construction, expansion, improvements, maintenance and operation; and

WHEREAS, per City Code Section 12-3, the Airport Manager has been designated as the Administrative Agency responsible for the administration and enforcement of all Airport zoning regulations pursuant to Texas Local Government Code Chapter 241 or successor statute; and

WHEREAS, per City Code Section 12-3, any proposed airport zoning regulations, airport hazard zoning regulations, and compatible land use regulations affecting the airport, shall be reviewed by the Airport Advisory Board, which shall provide its recommendations; and

WHEREAS, per City Code Section 12-3, the Planning and Zoning Commission has been designated as the Airport Zoning Commission in City Code Section 10-770; and

WHEREAS, per City Code Section 12-3, the Zoning Board of Adjustment has been designated as the Airport Board of Adjustment in City Code Section 10-771; and

WHEREAS, it is important to update certain provisions related to Tyler Pounds Regional Airport; and

WHEREAS, the City of Tyler has adopted Chapter 10, Tyler Unified Development Code and Chapter 12, Airport and Transit, of the City of Tyler Code of Ordinances; and

WHEREAS, the City Council recognizes the need to review said ordinances to identify and correct outdated regulations and to establish new legislation to make the ordinances accurate, timely, easier to use, less prone to misinterpretation and confusion, and more legally defensible; and

WHEREAS, the City Council recognizes the need to protect property, and occupants of land in the vicinity of Tyler Pounds Regional Airport ("Airport") from airport hazards and protect the airport from incompatible development; and

WHEREAS an airport hazard endangers the lives and property of users of the airport and of occupants of land in the vicinity of the airport; and

WHEREAS an airport hazard that is an obstruction reduces the size of the area available for the landing, taking off, and maneuvering of aircraft, tending to destroy or impair the utility of the airport and the public investment in the airport; and

WHEREAS the creation of an airport hazard is a public nuisance and an injury to the community served by the airport affected by the hazard; and

WHEREAS it is necessary in the interest of the public health, public safety, and general welfare to prevent the creation of an airport hazard; and

WHEREAS the creation of an airport hazard should be prevented, to the extent legally possible, by the exercise of the police power without compensation; and

WHEREAS the prevention of the creation of an airport hazard and the elimination, the removal, the alteration, the mitigation, or the marking and lighting of an airport hazard are public purposes for which a political subdivision may raise and spend public funds and acquire land or interests in land; and

WHEREAS the City Council finds and determines that the Airport fulfills an essential community purpose; and

WHEREAS. the Airport Advisory Board during its regular meeting on March 24, 2025, recommended approval of the proposed amendments to City Code Chapters 10 and 12; and

WHEREAS, the Tyler Planning and Zoning Commission during its regular meeting on May 6, 2025, conducted a public hearing at which parties in interest and citizens had an opportunity to be heard, with appropriate notice under State law, and recommended approval of the proposed airport zoning regulations; and

WHEREAS, the City Council has conducted a public hearing at which parties in interest and citizens had an opportunity to be heard, with appropriate notice under State law; and

WHEREAS, the City Council is empowered under the provisions of the Texas Airport Zoning Act, Texas Local Government Code Chapter 241 or successor, to adopt, administer, and enforce airport hazard area zoning and airport land use zoning regulations outside the political subdivision of the City of Tyler, Texas, by preventing the creation or establishment of airport hazards thereby protecting the lives and property of users of the Tyler Pounds Regional Airport and of occupants of land in its vicinity, and preventing destruction or impairment of the utility of the Airport and the public investment therein; and

WHEREAS, the City Council has determined that the proposed amendments to City Code Chapters 10 and 12 are reasonably necessary to achieve the purposes of the Airport Zoning Act in Texas Local Government Code Chapter 241 or successor; and

WHEREAS the City Council finds and determines the foregoing recitals are true and correct and hereby makes them part of this ordinance;

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

PART 1: That the City Council hereby makes the following findings:

1.The City Council finds and determines that the Tyler Pounds Regional Airport fulfills an essential community purpose.

2.The proposed airport zoning regulations herein are reasonable, and the requirements or restrictions herein are found to be reasonably necessary to achieve the purpose of Texas Local Government Code Chapter 241.

3.In adopting the airport zoning regulations herein, the City Council has considered the following:

(1) The character of the flying operations expected to be conducted at the airport;

(2) The nature of the terrain within the airport hazard area;
(3) The character of the neighborhood; and
(4) The current and possible uses of the property to be zoned. (Ord. No. 0-2025-__; _/_/25)

PART 2: That Tyler City Code Chapter 12, "Airport and Transit", Article II., "Airport Regulations" is hereby amended by adopting a new Division A. "Miscellaneous", to read as follows:

DIVISION A. Miscellaneous

Sections 12-11 through 12-17. No changes…
(Ord. No. 0-97-60; 11/26/97) (Ord. No. 0-2025-__; _/_/25)

PART 3: That Tyler City Code Chapter 12, "Airport and Transit", Article II. "Airport Regulations", is hereby amended by adopting a new Division B., "Tyler Pounds Regional Airport Height Hazard Zoning District", to read as follows:

DIVISION B. Tyler Pounds Regional Height Hazard Zoning District

Section 12-18. Definitions

As used in this Division, the following terms shall have the meaning respectively ascribed to them herein.

Airport shall mean the Tyler Pounds Regional Airport used interchangeably with Tyler Pounds Field and Tyler Pounds Airport.

Airport Elevation means the established elevation of the highest point on the usable landing area measured in feet from mean sea level. For Tyler Pounds Regional Airport, the Airport Elevation is 544 feet from mean sea level.

Airport Hazard Means a structure or object or natural growth that obstructs, the air space required for the taking off, landing, and flight of aircraft or that interferes with visual, radar, radio, or other systems for tracking, acquiring data relating to, monitoring, or controlling aircraft.

Airport Hazard Area means an area of land or water on which an airport hazard could exist.

Airport Reference Point means that point on the surface of the airport located at latitude 30o 42'56.50"N and Longitude 96o19'52.90"W, which is the approximate geographic center of the Tyler Pounds Regional Airport landing area.

Airport Safety Area shall mean any area of land adjacent to Tyler Pounds Regional Airport, which includes any of the following zones: Runway Protection Zone,

Primary Surface, Approach Surface, Transitional Surface, Horizontal Surface, or Conical Surface. These zones have been delineated on the official Tyler Pounds Regional Airport Zoning Map and have been described in this Division as to use and limitation of use.

Approach Surface shall mean a surface longitudinally centered on the extended runway centerline, extending outward and upward from the end of the primary surface and at the same slope as the approach zone height limitation slope set forth in Section 12-19 of this Division. In plan, the perimeter of the approach surface coincides with the perimeter of the approach zone.

Conical Surface shall mean a surface extending outward and upward from the periphery of the horizontal surface at a slope of 20 to l for a horizontal distance of 4,000 feet.

Established Elevation of Airport shall mean the elevation of 544 feet above mean sea level, which is the elevation of the highest point within the usable landing area. All elevations referred to in this Division shall be above mean sea level.

Hazard to Air Navigation shall mean an obstruction determined to have a substantial adverse effect on the safe and efficient utilization of the navigable airspace.

Height is defined with the purpose of determining the height limits in all zones set forth in this Article and shown on the Tyler Pounds Regional Airport Zoning Map, the datum shall be mean sea level elevation unless otherwise specified.

Height Hazard Zoning Board of Appeals shall mean the Zoning Board of Adjustment.

Height Hazard Zoning District and sometimes referred to as *Airfield Zone or Height Hazard Zone* shall mean the Tyler Pounds Regional Airport zones and height limitations established in Section 12-19 of this Division and depicted on the Tyler Pounds Regional Airport Zoning Map.

Horizontal Surface shall mean a horizontal plane 150 feet above the established airport elevation, the perimeter of which in plan coincides with the perimeter of the horizontal zone.

Instrument Runway means an existing or planned runway of at least 3,200 feet for which an instrument landing procedure published by a defense agency of the federal government or the Federal Aviation Administration exists or is planned.

Landing Area shall mean the surface area of the Airport used for the landing, take-off or taxiing of aircraft.

Minimum Descent Height shall mean a specified altitude or height in an instrument approach, below which descent must not be made without the required visual reference.

Nonconforming Use, as used in this Division, means any pre-existing structure, object of natural growth, or use of land which is inconsistent with the provisions of this Article or an amendment thereto.

Non-Precision Instrument Runway shall mean a runway having an existing instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area type navigation equipment, for which a straight-in non-precision instrument approach procedure has been approved or planned.

Obstruction shall mean any structure, growth, or other object, including a mobile object, which exceeds a limiting height set forth in Section 12-19 of this Division.

Person shall mean a natural person, firm, partnership, corporation, company, association, joint stock association or other Organization per the Texas Business Organizations Code, or body politic, and includes a trustee, receiver, assignee, administrator, executor, guardian, or other representative.

Primary Surface shall mean a surface longitudinally centered on a runway. The primary surface extends 200 feet beyond each end of the runway, extending from a width of 250 feet uniformly from each side of the centerline of the runway. The width of the primary surface is 500 feet. For future planning purposes, the primary surface assumes future 500 feet runway extensions off each existing runway end.

Runway means a defined area of an airport operated for the landing and taking off of aircraft along its length.

Runway Protection Zone shall mean an area at ground level prior to the threshold or beyond the runway end to enhance the safety and protection of people and property on the ground.

Structure means an object constructed or installed by one or more persons and includes a building, tower, smokestack, and overhead transmission line.

Structural Change or Alterations shall mean any change in the structure, in regards to alterations, repair, or rebuilding, height, etc.

Transitional Surfaces shall mean surfaces which extend outward at 90-degree angles to the runway centerline and the runway centerline extended at a slope of seven (7) feet horizontally for each foot vertically from the sides of the primary and approach surfaces to where they intersect the horizontal and conical surfaces.

Tree shall mean any object of natural growth.

Utility Runway shall mean a runway that is constructed for and intended to be used by propeller driven aircraft 12,500 pounds maximum gross weight and less.

Visual Runway shall mean a runway intended solely for the operation of aircraft using visual approach procedures. (Ord. No. 0-2025-__; /_/25)

Section 12-19. Height Hazard Zoning District Standards

a. The City Council finds and determines that the Tyler Pounds Regional Airport fulfills an essential community purpose.

a. Airfield Zone Boundaries.

Under the Texas Zoning Act in Texas Local Government Code Chapter 241 or successor, and to carry out the purpose of this Division, the following zones are established for Tyler Pounds Regional Airport: Approach Zones, Transitional Zone, Horizontal Zone, and Conical Zone. Such zones are shown on the Tyler Pounds Regional Airport Zoning Map which is attached hereto as Exhibit "A" and hereby made a part hereof and is incorporated herein. An area located in more than one of the following zones is considered to be only in the zone with the more restrictive height limit.

1. *Approach zone.* An approach zone is established beneath the approach surface at the end of all existing and proposed runways of Tyler Pounds Regional Airport. The inner edge of this approach zone coincides with the width of the primary surface and is 500 feet wide. The approach zone expands outward uniformly to a width of 3,500 feet at a horizontal distance of 10,000 feet from the primary surface. Its centerline is the continuation of the centerline of the runway.

2. *Transition zones.* Transition zones are hereby established beneath the transitional surface adjacent to each runway and approach surface as indicated on the Tyler Pounds Regional Airport Zoning Map. Transitional surfaces, symmetrically located on either side of runways, have variable widths as shown on the zoning map. Transitional surfaces extend outward and upward at 90-degree angles to the runway centerline and the runway centerline extended at a slope of seven (7) feet horizontally for each foot vertically from the sides of the primary and approach surfaces to where they intersect the horizontal and conical surfaces.

3. *Horizontal zone.* A horizontal zone is established as the area beneath a horizontal surface 150 feet above the established airport elevation, the perimeter of which is constructed by swinging arcs of 10,000 feet radii from the center of each end of the primary surface of the runways connecting the adjacent

arcs by lines tangent to those arcs. The horizontal zone does not include the approach and transitional zones.

4. *Conical zone.* A conical zone is established as the area beneath the conical surface extending outward and upward from the periphery of the horizontal surface at a slope of 20 to one (20:1) for a horizontal distance of 4,000 feet.

b. Height Limitations within Airfield Zones.

Except as otherwise provided in this Division, no structure shall be erected, altered, or maintained, and no tree shall be allowed to grow in any zone created by this Division to a height in excess of the applicable height limit herein established for such zone. Height limitations are hereby established for each of the zones in question and depicted on the Tyler Pounds Regional Airport Zoning Map:

1. *Runway Protection Zone*. The RPZ is trapezoidal in shape and centered about the extended runway centerline. Two different components comprise the RPZ: the approach and departure RPZ, which normally overlap.
    a. The approach RPZ extends from a point 200 feet (61 m) from the runway threshold for a distance as prescribed in Appendix G of FAA Circular 150-5300-13B or latest.
    b. The departure RPZ begins 200 feet (61 m) beyond the runway end. If the end of the Takeoff Run Available (TORA) and the runway end are not the same, it is 200 feet (61 m) beyond the far end of the TORA. Refer to Appendix G of FAA Circular 150-5300-13B or latest for dimensional standards.

2. *Approach Zones.* Horizontal distance beginning at the end of and at the elevation of the primary surface and sloping upward from the end of the primary surface. It is horizontally centered on the extended runway centerline, extending 34 feet outward for each one foot upward (34:1) from the end of the primary surface and for a distance of 10,000 feet.

3. *Transition Zones.* Slope seven feet outward for each foot upward beginning at the sides of and at the same elevation as the primary surface and the approach surface, and extending to a height of 150 feet above the airport elevation. The airport elevation is established as 544 feet above mean sea level, adjacent the primary surface or for 5,000 feet adjacent an approach surface.

4. *Horizontal Zone.* Established at 150 feet above the airport elevation, or a height of 694 feet above mean sea level.

5. *Conical Zone.* Slopes 20 feet outward for each foot upward beginning at the periphery of the horizontal zone and at 150 feet above the airport elevation and extending to a height of 350 feet above the airport elevation.

c. Maps Adopted. Zoning Maps.

The location and boundaries of the districts are shown on the Tyler Pounds Regional Airport Zoning Map and Tyler Pounds Regional Airport Overlay Map, which are adopted herein by reference. The City is responsible for custody of the Tyler Pounds Regional Airport Zoning Map and the Tyler Pounds Regional Airport Overlay Map and will promptly make any changes thereon approved by the City Council.

d. Subdivision Plat Note.

Any subdivision plat approved by the City of Tyler for any real property located in any Tyler Pounds Regional Airport Height Hazard Zone shall contain the following notation:

The property shown on this subdivision plat is located within the Tyler Pounds Regional Airport Height Hazard Zoning District. Decisions on the use of the land shall comply with the land use development regulations and height limitations for said district set forth in Chapter 12 of the Code of Ordinances of the City of Tyler, Smith County, Texas.

e. Use Restrictions.

1. No use may be made of land within any airport approach zone, horizontal zone, conical zone, or transitional zone, in such a manner as to
   a. create electrical interference with radio communications between the airport and aircraft;
   b. make it difficult to distinguish between airport lights and other lights;
   c. result in glare in the eyes of flyers using the airport;
   d. impair visibility in the vicinity of the airport including, but not limited to, the creating of excessive smoke, fog, mist, dust, or other matter endangering the landing, taking-off or maneuvering of aircraft;
   e. or in any other manner constituting an Airport Hazard.

2. For the purposes of compatible land use zoning, the Runway Protection Zone (RPZ) includes restrictions on land use. To protect the safety of airport operations and ground activities, requirements are established within these areas and defined as follows:

   i. Undeveloped
   ii. Agricultural
   iii. Surface Parking

f. Nonconforming Uses.

1. *Regulations Not Retroactive.* The regulations prescribed by this Division shall not be construed to require the removal, lowering, or other change or alteration of any structure or tree lawfully in existence as of the effective date of this Division, or otherwise interfere with the continuance of any legal nonconforming use. Nothing herein contained shall

require any change in the construction or alteration of which was begun prior to the effective date of this Division and is diligently prosecuted. It shall not be permitted to subsequently increase the height of a legal non-conforming structure, should that structure be lowered to a height equal to or exceeding the height limitation of the zone in which the structure is located. If any legal non-conforming use is voluntarily discontinued for six (6) months or more, any future use of such land shall conform to the provisions of this Division.

2. *Nonconforming Uses Abandoned or Destroyed.* Whenever the Airport Manager or designee determines that a legal nonconforming structure or tree has been abandoned or more than 60 percent torn down, physically deteriorated, or decayed, no height permit shall be granted that would allow such structure to exceed the applicable height limit or otherwise deviate from the height limitations in this Division. If any legal non-conforming structure or object of natural growth which is hereafter damaged by any means to an extent exceeding 60 percent of its then reproduction value may not be restored or reconstructed to a height greater than permitted under the provisions of these regulations. Nothing herein contained shall require any change in construction, alteration of a legal use which has begun prior to the effective date of this Division, and is diligently prosecuted and completed within two (2) years thereof.

3,*Construction Marking and Lighting.* Notwithstanding the preceding provision of this section, the owner of any nonconforming structure or tree is hereby required to permit the installation, operation, and maintenance thereon of such markers and lights as shall be deemed necessary by the Airport Manager or designee, to indicate to the operators of aircraft in the vicinity of Tyler Pounds Regional Airport the presence of such airport hazards. Such markers and lights shall be installed, operated, and maintained at the expense of the City of Tyler. (Ord. No. 0-2025-__; /_/25)

Section 12-20. Airport Height Hazard Zoning Board of Adjustment and Appeals; Permits and Variances.

a. Airport Height Hazard Zoning Board of Appeals Established.
The Zoning Board of Adjustment, as defined in Section 10-771 of this Code, shall be the Height Hazard Zoning Board of Appeals and shall have the powers and authority specified in this Division.

b. Permit Procedure.

1. *Issuing Agents.* The Airport Manager or designee is hereby authorized to issue permits for height within the airfield zones.
2. *FAA Submission.* Applications for development in a Height Hazard Zone shall be presented to the Federal Aviation Administration (FAA) through the submission of form FAA 7460 – 1, Notice of Proposed Construction or Alteration. Applications shall be submitted in accordance with the procedures set forth by the Federal Aviation Administration. The FAA 7460 – 1 form is only a permit to determine if the proposed development will or will not be an obstruction or hazard to Tyler Pounds Regional

Airport. It is not a permit to complete the proposed development. For example, it is not a permit to build a house, construct a business establishment, install a drainage ditch or septic system or grade a parcel of land. A copy of the approved FAA determination concerning a FAA 7460-1 submission shall be included in conjunction with the height permit application to the Airport Manager or designee. The Airport Manager shall not issue a height permit that has been determined by FAA to be an obstruction or hazard to Tyler Pounds Regional Airport.

3. *Height permit required.* Except as specifically provided in a, b, and c below, no material change shall be made in the use of land, no structure shall be erected or otherwise established, and no tree shall be planted in any zone hereby created unless a height permit therefor shall have been applied for and granted. Each application for a permit shall indicate the purpose for which the permit is desired, with sufficient particularity to determine whether the resulting use, structure or tree would conform to the regulations herein prescribed. If such determination is in the affirmative, the height permit shall be granted. No height permit for a use inconsistent with the provisions of this Division shall be granted unless a variance has been approved in accordance with this Division. Exceptions are as follows:

    a. In the area lying within the limits of the horizontal zone and conical zone, no height permit shall be required for any tree or structure less than (75) seventy-five feet of vertical height above the ground, except when, because of terrain, land contour, or topographic features, such tree or structure would extend above the height limits prescribed for such zones.
    b. In areas lying within the limits of the approach zones, but at a horizontal distance of not less than 4,200 feet from each end of the runway, no height permit shall be required for any tree or structure less than (75) seventy-five feet of vertical height above the ground, except when such tree or structure would extend above the height limit prescribed for such approach zones.
    c. In the areas lying within the limits of the transition zones beyond the perimeter of the horizontal zone, no permit shall be required for any tree or structure less than (75) seventy-five feet of vertical height above the ground, except when such tree or structure, because of terrain, land contour, or topographic features, would extend above the height limit prescribed for such transition zones.

4. *Permit procedures.* Permit requirements for development in a Height Hazard Zone shall be determined based on the location within a Height Hazard Zone as described in this Division.

5. Application for Height Permit within a Height Hazard Zone shall be presented to the Airport Manager or designee and may include, but not be limited to, a site plan drawn to scale showing the proposed GPS coordinates of highest point above ground, site elevation, final structure or object height and dimensions, total structure elevation, and all existing structures. Additional information to assist in determining compliance with this Division may be required.

6. Applicants applying for a Height Permit within a Height Hazard Zone that is located within the City of Tyler shall separately apply for a building permit when a building permit is required in accordance with Tyler City Code Chapter 6. A Height Permit and/or an Airport Hazard Zoning District development permit is only a permit to determine if the proposed object shall be an obstruction to the airport and is not a permit to complete the proposed development.

7. *Existing Uses.* No permit shall be granted that would allow the establishment or creation of an obstruction or permit a nonconforming use, structure, or tree to become a greater hazard to air navigation than it was on the effective date of this Division.

8. *Approval.* Within ten (10) business days after the receipt of an application, the Airport Manager or designee shall either approve or disapprove the application.

9. *Expiration of permit.* If the work described in the height permit has not begun within 180 calendar days from the date of issuance, the permit shall expire.

10. *Construction to be as Provided in Application.* Permits issued on the basis of plans and applications approved by the Airport Manager or designee shall authorize only the construction detailed in the application. Any construction which increases the height contrary to, or otherwise violates the requirements of, the permit issued is unlawful and shall be deemed as a punishable violation of this Division.

11. *Stop Work Order.* Subsequent to determination that work is being done contrary to this Division, the Airport Manager or designee may issue a Stop Work Order and post it on the premises involved. Removal or violation of a Stop Work Order, except by the order of the Airport Manager or designee, is unlawful and shall constitute a punishable violation of this Division.

12. *Permit Revocation.* The Airport Manager or designee may issue a notice to revoke a height permit which was issued contrary to this Division or based upon false information or misrepresentation in the application.

13. *Notice of Violation.* Whenever the Airport Manager or designee determines that there is a violation of any provision of this Division, a warning shall be issued and shall serve as a notice of violation. Such order shall be in writing; identify the violation; include a statement of the reason(s) why it is being issued and refer to the section(s) of the Division being violated; and state the time by which the violation shall be corrected.

    Service of the notice of violation shall be as follows:

    1. By personal delivery to the person(s) responsible, or by leaving the notice at the usual place of residence by the owner with a person of suitable age and discretion; or

2. By certified mail through US Postal Service addressed to the person(s) responsible at a last known address. If a certified mail envelope is returned with endorsement showing that the envelope is unclaimed, then service shall be sent by ordinary mail, and the mailing shall be evidenced by a certificate of mailing which shall be filed by the Airport Manager or designee. Service shall be deemed complete when the certificate of mailing is entered on record, provided that the ordinary mail envelope is not returned by the post office with an endorsement showing failure of delivery for reasons other than "refused"; or

3. By posting a copy of the notice form in a conspicuous place on the premises found to be in violation.

c. Variances.

Any person desiring to erect or increase the height of any structure, or permit the growth of any tree, or use property, in violation of the regulations prescribed in this Division, may apply to the Height Hazard Zoning Board of Appeals for a variance from such regulations in question. The variance application shall be submitted to the Airport Manager or designee and accompanied by a determination from the Federal Aviation Administration as to the effect of the proposal on the operation of air navigation facilities and the safe, efficient use of navigable airspace. Such variances shall only be allowed when the Board makes the following determinations:

1. A literal application or enforcement of the regulations will result in practical difficulty or unnecessary hardship; and

2. Granting of relief would result in substantial justice being done; and

3. Relief granted would not be contrary to the public interest or create conditions dangerous to the safety of aircraft using the airport; and

4. Would not raise the Minimum Descent Height for instrument approaches to the airport, but will do substantial justice; and

5. Be in accordance with the spirit of this Division.

d. Appeals.

1. *Appeal of Manager's Interpretation.* The Height Hazard Zoning Board of Appeals may reverse or affirm, in whole or part, or modify the Airport Manager or designee's order, requirement, decision or determination from which an appeal is requested hereunder and make the correct order, requirement, decision or determination. Any action under this subsection requires a three-fourths vote of the entire Height Hazard Zoning Board of Appeals. The applicant may appeal staff's interpretation of this Division to the Board by:

    a. Submitting a written request within (15) fifteen days after the decision has been rendered to the Airport Manager or designee for an appeal of interpretation and must specify the action or decision being appealed.

b. Submitting appeal fees required for each appeal.

2.The Height Hazard Zoning Board of Appeals shall consider the appeal no later than the second scheduled meeting from which the appeal request was submitted to the Airport Manager or designee. The Height Hazard Zoning Board of Appeals shall hear the appeal and review all related documentation submitted as part of the FAA 7460 – 1 form and all other related materials.

3.After hearing the appeal, the Height Hazard Zoning Board of Appeals shall issue a final decision to affirm, modify or overturn the order, requirement, decision or determination.

4.*Appeal to Court.* In accordance with Texas Local Government Code Sec. 241.041 et seq. or successor, an aggrieved person, taxpayer or the governing body of a political subdivision may appeal the decision of the Height Hazard Zoning Board of Appeals to a court of record. A verified petition of appeal must be filed with the court clerk within (10) ten calendar days from the date the decision is filed in the Building Services office. (Ord. No. 0-2025-__; __/__/24)

Sec. 12-21. Penalties; conflicting laws

a. Penalties. Any violation of this Division is unlawful. Any person violating any provision of this Division shall be deemed guilty of a misdemeanor, and upon conviction thereof may be subject to a penalty as provided in City Code Section 1-4.

b.Conflicting Regulations. Where there exists a conflict between any of the regulations or limitations prescribed in this Division and any other regulations applicable to the same area, whether the conflict be with respect to the height of structures or trees, the use of land, or any matter, the more stringent limitation or requirement shall govern and prevail. (Ord. No. 0-2024-__; __/__/24)

Secs. 12-22-12-29. Reserved.

PART 4: That Tyler City Code Chapter 10, "Tyler Unified Development Code", Article VIII., "Development Approval Procedures", Division D., "Subdivisions", is hereby amended by amending Section 10-635 to read as follows:

Sec. 10-635. – Final Plat.

No changes to Diagram.

a. No changes…
b. Application Procedure and Requirements
   A final plat for minor subdivisions may be approved by the Planning Director. Final plats must comply with the preliminary plat where applicable. The application must be accompanied by the following:

1. through 10. No changes… (Ord. No. 0-2013-41; 5/22/13)
11. For property located in any Tyler Pounds Regional Airport Height Hazard Zones, the plat shall contain the following notation: The property shown on this subdivision plat is located within the Tyler Pounds Regional Airport Height Hazard Zoning District. Decisions on the use of the land shall comply with the development regulations and height limitations for said district set forth in the Code of Ordinances of the City of Tyler, Smith County, Texas. (Ord. No. 0-2025-__; __/__/25)

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

PART 5: That any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine as provided in Section 1-4 of the Tyler Code. Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Since this ordinance has a penalty for violation, it shall not become effective until after its publication in the newspaper as provided by Section 85 of the Charter of the City of Tyler, Texas, which date is expected to be May 30th, 2025.

PASSED AND APPROVED this the 28th day of May A.D., 2025.

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

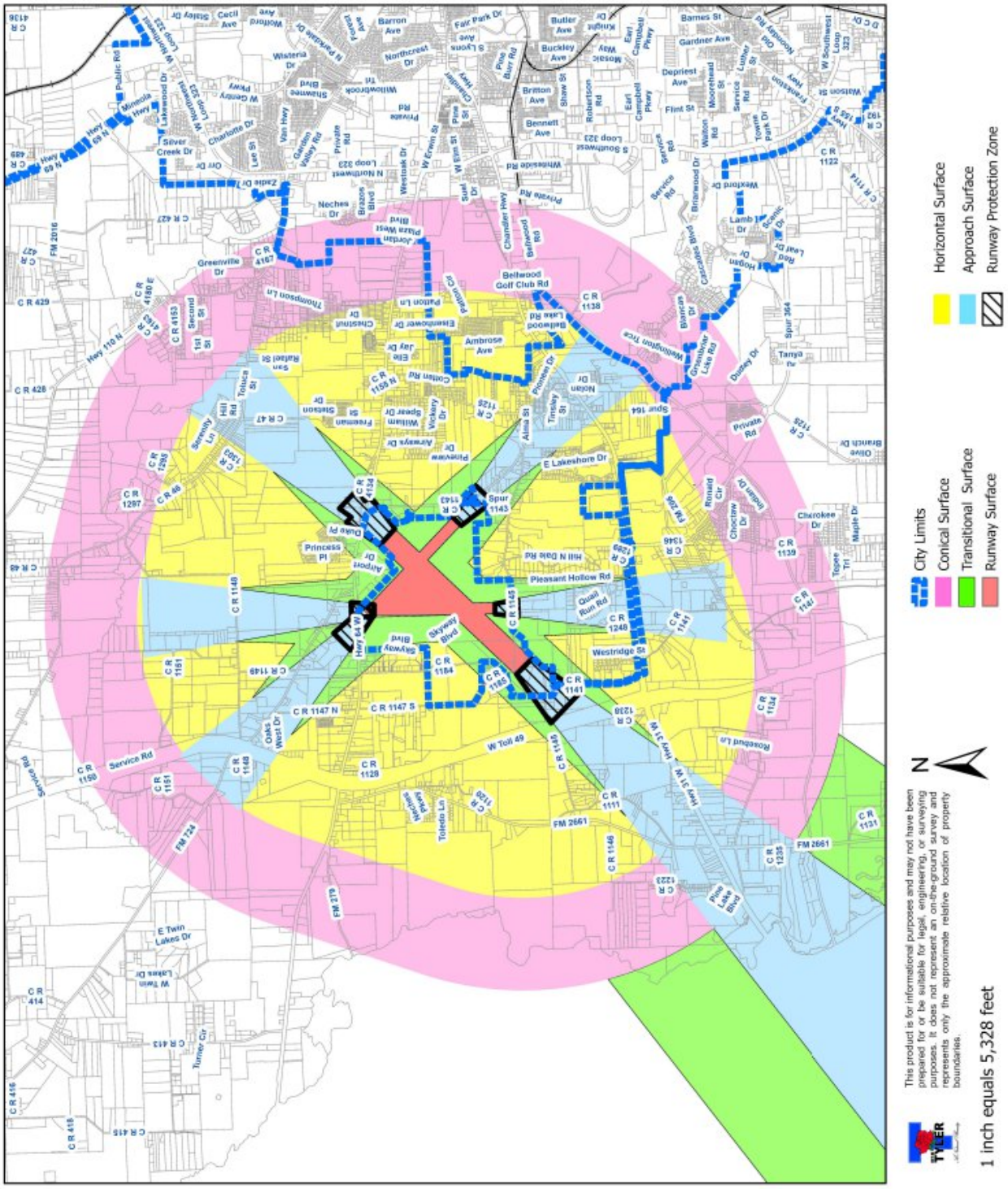
A T T E S T:

_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

ORDINANCE NO. O-2025-
EXHIBIT "A"
TYLER POUNDS REGIONAL AIRPORT ZONING MAP



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CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. O-2

Date: May 28, 2025

Subject: Request that the City Council consider adopting an Ordinance amending Tyler City Code Chapter 2 to re-adopt current guidelines and criteria for tax abatement.

Item Reference: **Texas Tax Code Chapter 312; City Code Chapter 2, Article III.**

State law, at Texas Property Tax Code Section 312.002(a), states that a taxing unit may not enter into a tax abatement agreement, and the governing body of a taxing unit may not designate an area as a reinvestment zone, unless the governing body of the taxing unit has established guidelines and criteria governing tax abatement agreements and a resolution stating that the taxing unit elects to participate in tax abatement. The City of Tyler's guidelines and criteria for tax abatement are located in City Code Chapter 2, Article III., "Tax Abatement Policy".

Texas Property Tax Code Section 312.002(c) provides that the guidelines and criteria for tax abatement are effective for two years. It is now time for a review of the Tax Abatement Policy in City Code Chapter 2. The Tyler Economic Development Council has reviewed the City of Tyler's Tax Abatement Policy and recommends approval. The current Tax Abatement Ordinance is being presented to the City Council for re-adoption, without any recommended new changes.

Per Texas Property Tax Code Section 312.002(c), this ordinance must be approved by a three-fourths vote of the City Council to become effective.

RECOMMENDATION:

It is recommended that the City Council adopt the attached Ordinance amending Tyler City Code Chapter 2 to re-adopt guidelines and criteria governing tax abatement in the City of Tyler.

Attachments:
Ordinance

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

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2025-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AMENDING CHAPTER 2 "FINANCE AND TAXATION", ARTICLE III, "TAX ABATEMENT POLICY" OF THE CODE OF ORDINANCES, CITY OF TYLER, TEXAS, RELATING TO TAX ABATEMENT; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, State law, at Texas Property Tax Code Section 312.002(a), states that a taxing unit may not enter into a tax abatement agreement, and the governing body of a taxing unit may not designate an area as a reinvestment zone, unless the governing body of the taxing unit has established guidelines and criteria governing tax abatement; and

WHEREAS the City of Tyler's guidelines and criteria for tax abatement are located in City Code Chapter 2, Article III., "Tax Abatement Policy"; and

WHEREAS Texas Property Tax Code Section 312.002(c) provides that guidelines and criteria for tax abatement are effective for two (2) years; and

WHEREAS, in accordance with Texas Property Tax Code Section 312.002(c), it is time for review of the Tax Abatement Policy in City Code Chapter 2; and

WHEREAS, the Tyler Economic Development Council has reviewed the current Tax Abatement Policy and recommends approval.

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

PART 1: That Tyler City Code Chapter 2, "Finance and Taxation", Article III., "Tax Abatement Policy", is hereby adopted and amended to read as follows:

ARTICLE III. TAX ABATEMENT POLICY

Sec. 2-30. Tax Abatement Policy Principles.

a. A city, pursuant to State law, is authorized to offer abatement of City ad valorem taxes to industries and commercial enterprises within the City limits. The tax abatements are granted to real property owners who execute a tax abatement agreement with the City. The purpose of the tax abatement is to encourage the growth and establishment of industry and commercial enterprise in the City. Growth is measured both by increases in capital expenditure for buildings, machinery, and other capital goods and by the increase in the Tyler workforce. The City's priority for tax abatement is to extend tax abatement to primary employers. A primary employer is one that forms the economic base of the community by generating a majority of sales outside of Smith County. In providing local jobs, the retention of existing jobs is recognized as more important than the recruitment of

new companies. Surveys in Texas have shown that three-fourths of new jobs come from the expansion of existing local companies. Abatement is given to provide significant, long-term, positive economic impact to the community by using local contractors and the resident workforce to the maximum extent feasible and by developing, redeveloping, and improving real estate within the City limits. The City's goal in providing tax abatements is to create additional jobs within the City. Abatements, however, may be granted when the City is convinced that the abatement is needed to retain existing jobs which would otherwise be lost. Examples of uses eligible for abatements include manufacturing, distribution centers, corporate or regional office parks, and research facilities. Small companies have provided a significant source of new jobs within the City. Therefore, proposals by small entrepreneurs will be encouraged whenever the proposals comply with the policies of this chapter.

b. The City strives for efficiency in processing applications for tax abatement. It is understood that unduly long decision-making processes will discourage businesses that might otherwise be interested in moving to or expanding in Tyler. (Ord. No. 0-98-21; 3/18/98) (Ord. No. 0-2000-74, 9/27/00) (Ord. No. 0-2002-33, 8/28/2002) (Ord. No. 0-2004-63, 8/25/04) (Ord. No. 0-2006-87; 10/11/06) (Ord. No. 0-2008-148; 11/19/08) (Ord. No. 0-2011-6, 1/12/2011) (Ord. No. 0-2013-7, 1/9/2013) (Ord. No. 0-2015-53; 5/13/2015) (Ord. No. 0-2017-43; 5/24/17) (Ord. No. 0-2019-51; 6/26/19) (Ord. No. 0-2022-34; 4/13/2022)

Sec. 2-31. Abatement Eligibility Criteria.

a. Tax abatement will be considered for the following facilities if such development will create substantial capital improvements within the City limits or additional jobs:

    1. Manufacturing facilities.

    2. Distribution facilities.

    3. Corporate offices.

    4. Research parks.

    5. Major tourist attractions.

b. Successful applicants must be located within a reinvestment zone prior to the inception of the project.

c. The project must provide for capital expenditures of at least one million dollars, or an annual payroll increase of four hundred thousand dollars or the creation of twenty-five new permanent full-time jobs.

d. When an investment improves existing property, the portion of the value of property eligible for abatement is:

    1. For real property, the value of real property which has increased in market value

because of the development, re-development or improvements specified in the abatement contract.

2. For personal property, the market value of the personal property at the location, other than inventory or supplies, purchased with new capital identified in the tax abatement contract. Personal property located at the site before the period covered by the agreement is not eligible for tax abatement.

3. If the investment meets the criteria set out in paragraph c., the property eligible for abatement may be personal, real, or mixed. (Ord. No. 0-98-21; 3/18/98) (Ord. No. 0-2000-74, 9/27/00) (Ord. No. 0-2002-33, 8/28/2002) (Ord. No. 0-2004-63, 8/25/04) (Ord. No. 0-2006-87; 10/11/06) (Ord. No. 0-2008-148; 11/19/08) (Ord. No. 0-2011-6, 1/12/2011) (Ord. No. 0-2013-7, 1/9/2013) (Ord. No. 0-2015-53; 5/13/2015) (Ord. No. 0-2017-43; 5/24/17) (Ord. No. 0-2019-51; 6/26/19) (Ord. No. 0-2022-34; 4/13/2022)

Sec. 2-32. Abatement Review.

a. The City Manager, in consultation with the Tyler Economic Development Council, will initially negotiate all tax abatement contract agreements. The proposed contracts will then be submitted to the Reinvestment Zone Committee for review. The Reinvestment Zone Committee's recommendation will be submitted to all participating local governments, including the City Council.

b. A Reinvestment Zone Committee is responsible for reviewing all applications for abatement, recommending action to be taken on the application by the City Council, and monitoring compliance with abatement contracts. Any deviations from the original abatement contract will be reported by the committee to the City Council along with recommendations from the committee. If recommended by the committee, an abatement contract may be terminated by action of the City Council if the property owner fails to comply with the agreement. Notification of such termination for cause shall be in writing and shall be delivered to the property owner at its address of record. An abatement contract may also be voluntarily terminated where all parties agree through the use of a termination agreement approved by the City Council. Committee members shall be appointed by the City Manager and will include representatives who are active in promoting the economic health of the City and the other affected taxing jurisdictions. The committee will include representatives from each of the taxing entities that will be asked to participate in a tax abatement contract. Members do not have to be City residents.

c. When considering abatement contracts, the City will consider any burdens that will be placed on existing infrastructure and basic services by the proposed project. The City may reject applications that place inordinate demands on public services or require inordinately large expenditures to improve or maintain local government infrastructure.

d. Representatives of the taxing jurisdictions periodically review commitments made pursuant to this policy: this policy is reviewed every two years; all reinvestment zones are reviewed every five years; and tax abatement contracts are reviewed annually. This policy is separate from any policy concerned with enterprise zones and any obligations deriving from existing industrial development contracts. (Ord. No. 0-98- 21; 3/18/98) (Ord. No. 0-2000-23, 4/5/00) (Ord. No. 0-2000-74, 9/27/00) (Ord. No. 0-2002-33, 8/28/2002) (Ord. No. 0-2004-63, 8/25/04) (Ord. No. 0-2006-87; 10/11/06) (Ord. No. 0-2008-148; 11/19/08) (Ord. No. 0-2011-6, 1/12/2011) (Ord. No. 0-2013-7, 1/9/2013) (Ord. No. 0-2015-53; 5/13/2015) (Ord. No. 0-2017-43; 5/24/17) (Ord. No. 0-2019-51; 6/26/19) (Ord. No. 0-2022-34; 4/13/2022)

Secs. 2-33 - 2-39 Reserved.

PART 2: That if any provision or any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 3: This ordinance shall be effective **June 26, 2025,** and after its date of passage and approval by the City Council.

PASSED AND APPROVED this 28th day of May, A. D., 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. O-3

Date: May 28, 2025

Subject: Request that the City Council consider adopting an Ordinance amending Tyler City Code Chapter 6 by amending the 2021 Editions of the International Building Code, International Mechanical Code, International Fire Code and International Residential Code by updating and amending the provisions related to refrigerants and heating and cooling equipment, including flammable gas, occupancy and storage requirements, household and electrical appliances and boilers and water heaters.

Item Reference: **Tyler City Code Chapter 6, Articles I., V., VIII., and IX**

The City of Tyler has adopted various International Codes as promulgated by the International Code Council (ICC). Among others, the 2021 Editions of the International Building Code, International Mechanical Code, International Fire Code and International Residential Code are currently in effect, as follows:

City Code Section 6-1. Adopts 2021 International Building Code
City Code Section 6-2. Adopts amendments to 2021 International Building Code.

City Code Section 6-80. Adopts 2021 International Mechanical Code
City Code Section 6-81. Adopts amendments to 2021 International Mechanical Code

City Code Section 6-122. Adopts 2021 International Fire Code
City Code Section 6-123. Adopts amendments to 2021 International Fire Code

City Code Section 6-150. Adopts 2021 International Residential Code
City Code Section 6-151. Adopts amendments to 2021 International Residential Code.

As of January 1, 2025, a new type of refrigerant has been approved for "human comfort" in new Heating,
Ventilation and Air Conditioning (HVAC) equipment by the Federal Government. This refrigerant will eventually replace the refrigerant currently being used. The wording of the currently adopted International Codes referenced above do not support the use of this new refrigerant, and the

International Code Council (ICC) has recommended changes related to refrigerants and heating and cooling equipment, including flammable gas, occupancy and storage requirements, household and electrical appliances, and boilers and water heaters. Such changes are established in the 2024 Editions of the above International Codes.

The proposed amendments to these Codes were reviewed by the Building Inspection Department. In addition, the Fire Department reviewed the proposed changes to the International Fire Code. It is now recommended that the portions of the above referenced International Codes be amended to adopt the new requirements found in the 2024 International Code for these same subjects, by reference, as recommended by the ICC. Copies of the 2024 International Codes with the amendments adopted herein will be available in the Building Inspection Department. On May 7, 2025, the Construction Board of Adjustment and Appeals reviewed the proposed amendments, and voted to recommend adoption to the City Council.

RECOMMENDATION:

It is recommended that the City Council adopt an Ordinance amending Tyler City Code Chapter 6 by amending the 2021 Editions of the International Building Code, International Mechanical Code, International Fire Code and International Residential Code by updating and amending the provisions related to refrigerants and heating and cooling equipment, including flammable gas, occupancy and storage requirements, household and electrical appliances and boilers and water heaters., by adopting current regulations regarding such subjects contained in the 2024 Editions of such International Codes.

Attachments:
2021_IFC_A2L_Required_Changes_FINAL_03.01.23
2024 IBC A2L change requirements - Copy
2024 IMC code change requirements
2024 IRC A2L change requirements
Ordinance for International Code Amendments

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

Edited/Submitted By:
City Manager



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Required Changes to the 2021 International Fire Code to Comply with the A2L Refrigerant Related Code Provisions of the 2024 I-Codes

Based on the
2021 International Fire Code®

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2021 International Fire Code Required Changes

CHAPTER 2: DEFINITIONS

FLAMMABLE GAS. A material that is a gas at 68°F (20°C) or less at 14.7 pounds per square inch atmosphere (psia) (101 kPa) of pressure [a material that has a *boiling point* of 68°F (20°C) or less at 14.7 psia (101 kPa)] ~~which~~ subdivided as follows:

1. ~~Is~~ Category 1A.
    1. A gas that is ignitable at 14.7 psia (101 kPa) when in a mixture of 13 percent or less by volume with air; or ~~has~~
    2. A gas with a flammable range at 14.7 psia (101 kPa) with air of not less than 12 percent, regardless of the lower limit, unless data show compliance with Category 1B.
2. Category 1B.
   A gas that meets the flammability criteria for Category 1A, is not pyrophoric or chemically unstable, and meets one of more of the following:
    1. A lower flammability limit of more than 6 percent by volume of air; or
    2. A fundamental burning velocity of less than 3.9 in/s (10 cm/s).

The limits specified shall be determined at 14.7 psia (101 kPa) of pressure and a temperature of 68°F (20°C) in accordance with ASTM E681.

Where not otherwise specified, the term "flammable gas" includes both Category 1A and Category 1B.

CHAPTER 6: BUILDING SERVICES AND SYSTEMS

[M] 608.17 Electrical equipment. Where refrigerant of Groups A2, A3, B2 and B3, as defined in the *International Mechanical Code*, are used, refrigeration machinery rooms shall conform to the Class I, Division 2, hazardous location classification requirements of NFPA 70.

~~Exceptions~~ Exception: Ammonia machinery rooms that are provided with ventilation in accordance with Section 1101.1.2, Exception 1, of the *International Mechanical Code*.

~~Machinery rooms for systems containing Group A2L refrigerants that are provided with ventilation in accordance with Section 608.18.~~

~~**[M] 608.18 Special requirements for Group A2L refrigerant machinery rooms.** Machinery rooms with systems containing Group A2L refrigerants that do not comply with the Class I, Division 2, hazardous location electrical requirements of NFPA 70, as permitted by Section 608.17, Exception 2, shall comply with Sections 608.18.1 through 608.18.2.~~

~~**608.18.1 Ventilation system activation.** Ventilation shall be activated by the refrigerant detection system in the machinery room. Refrigerant detection shall be in accordance with Section 608.9 and all of the following:~~

1. ~~The detectors shall activate at or below a refrigerant concentration of 25 percent of the LFL.~~
2. ~~Upon activation, the detection system shall activate the emergency ventilation system in Section 608.18.2.~~
3. ~~The detection, signaling and control circuits shall be supervised.~~

~~**[M] 608.18.2 Emergency ventilation system.** An emergency ventilation system shall be provided at the minimum exhaust rate specified in ASHRAE 15 or Table 608.18.2. Shut down of the emergency ventilation system shall be by manual means.~~

~~**[M] 608.18.3 Emergency ventilation system discharge.** The point of discharge to the atmosphere shall be located outside of the structure at not less than 15 feet (4572 mm) above the adjoining grade level and not less than 20 feet (6096 mm) from any window, ventilation opening or *exit*.~~

[M] 608.18 Group A2L and B2L Refrigerant. Machinery rooms for Group A2L and B2L refrigerant shall comply with Sections 608.18.1 through Section 608.18.3.

608.18.1 Elevated Temperatures. Open flame-producing devices or continuously operating hot surfaces over 1290 °F (700 °C) shall not be permanently installed in the room.

[M] 608.18.2 Refrigerant Detector. In addition to the requirements of Section 1105.3 of the International Mechanical Code, refrigerant detectors shall signal an alarm and activate the ventilation system in accordance with the response time specified in Table 608.18.2.

[M] 608.18.3 Mechanical Ventilation. The machinery room shall have a mechanical ventilation system complying with ASHRAE 15.

[M] TABLE 608.18.2
GROUP A2L AND B2L DETECTOR ACTIVATION

Activation Level	Maximum Response Time (seconds)	ASHRAE 15 Ventilation Level	Alarm Reset	Alarm Type
Less than or equal to the OEL in Table 1103.1 of the International Mechanical Code	300	1	Automatic	Trouble
Less than or equal to the refrigerant concentration level in Table 1103.1of the International Mechanical Code	15	2	Manual	Emergency

~~MINIMUM EXHAUST RATE~~

~~REFRIGERANT~~	~~Q (M^3/SEC)~~	~~Q (CFM)~~
~~R32~~	~~15.4~~	~~32,600~~
~~R143A~~	~~13.6~~	~~28,700~~
~~R444A~~	~~6.46~~	~~13,700~~
~~R444B~~	~~10.6~~	~~22,400~~
~~R445A~~	~~7.83~~	~~16,600~~
~~R446A~~	~~23.9~~	~~50,700~~
~~R447A~~	~~23.8~~	~~50,400~~
~~R451A~~	~~7.04~~	~~15,000~~
~~R451B~~	~~7.05~~	~~15,000~~
~~R1234YF~~	~~7.80~~	~~16,600~~
~~R1234ZE(E)~~	~~5.92~~	~~12,600~~

CHAPTER 9: FIRE PROTECTION AND LIFE SAFETY SYSTEMS

TABLE 911.1
EXPLOSION CONTROL REQUIREMENTS[f]

[Portions of table not shown remain unchanged.]

MATERIAL	CLASS	EXPLOSION CONTROL METHODS	
		Barricade construction	Explosion (deflagration) venting or explosion (deflagration) prevention systems
Hazard Category			
Flammable gas	Gaseous	Not required	Required[h]
	Liquefied	Not required	Required[h]

h. Not required for Category 1B Flammable Gases having a burning velocity not exceeding 3.9 in/s (10 cm/s).

CHAPTER 33: FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION

3307.2.1 Pipe cleaning and purging. The cleaning and purging of flammable gas piping systems, including cleaning new or existing piping systems, purging piping systems into service and purging piping systems out of service, shall comply with NFPA 56.

Exceptions:

1. Compressed gas piping systems other than fuel gas piping systems where in accordance with Chapter 53.
2. Piping systems regulated by the *International Fuel Gas Code*.
3. Liquefied petroleum gas systems in accordance with Chapter 61.
4. Cleaning and purging of refrigerant piping systems shall comply with the *International Mechanical Code*.

TABLE 5003.1.1(1)
MAXIMUM ALLOWABLE QUANTITY PER CONTROL AREA OF HAZARDOUS MATERIALS POSING A PHYSICAL HAZARD[a, j, m, n, p]

[Portions of table not shown remain unchanged.]

MATERIAL	CLASS	GROUP WHEN THE MAXIMUM ALLOWABLE QUANTITY IS EXCEEDED	STORAGE[b]			USE-CLOSED SYSTEMS[b]			USE-OPEN SYSTEMS[b]	
			Solid pounds (cubic feet)	Liquid gallons (pounds)	Gas (cubic feet at NTP)	Solid pounds (cubic feet)	Liquid gallons (pounds)	Gas (cubic feet at NTP)	Solid pounds (cubic feet)	Liquid gallons (pounds)
Flammable gas	Gaseous									
	1A and 1B (High BV) [r]	H-2	NA	NA	1,000[d, e]	NA	NA	1,000[d,e]	NA	NA
	1B (Low BV) [r]				162,500[d,e]			162,500[d,e]		
	Liquified									
	1A and 1B (High BV) [r]	H-2	NA	(150)[d,e]	NA	NA	(150)[d,e]	NA	NA	NA
	1B (Low BV) [r]			(10,000)[d,e]			(10,000)[d,e]			

a. For use of control areas, see Section 5003.8.3.
b. The aggregate quantity in use and storage shall not exceed the quantity listed for storage.
c. The quantities of alcoholic beverages in retail and wholesale sales occupancies shall not be limited providing the liquids are packaged in individual containers not exceeding 1.3 gallons. In retail and wholesale sales occupancies, the quantities of medicines, foodstuff or consumer products and cosmetics containing not more than 50 percent by volume of water-miscible liquids with the remainder of the solutions not being flammable shall not be limited, provided that such materials are packaged in individual containers not exceeding 1.3 gallons.
d. Maximum allowable quantities shall be increased 100 percent in buildings equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1. Where Note e applies, the increase for both notes shall be applied accumulatively.
e. Maximum allowable quantities shall be increased 100 percent where stored in approved storage cabinets, day boxes, gas cabinets, gas rooms, exhausted enclosures or in listed safety cans in accordance with Section 5003.9.10. Where Note d applies, the increase for both notes shall be applied accumulatively.
f. Quantities shall not be limited in a building equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1.
g. Allowed only in buildings equipped throughout with an approved automatic sprinkler system.
h. Containing not more than the maximum allowable quantity per control area of Class IA, Class IB or Class IC flammable liquids.
i. The maximum allowable quantity shall not apply to fuel oil storage complying with Section 605.4.2.
j. Quantities in parenthesis indicate quantity units in parenthesis at the head of each column.
k. A maximum quantity of 220 pounds of solid or 22 gallons of liquid Class 3 oxidizers is allowed where such materials are necessary for maintenance purposes, operation or sanitation of equipment where the storage containers and the manner of storage are approved.
l. Net weight of pyrotechnic composition of the fireworks. Where the net weight of the pyrotechnic composition of the fireworks is not known, 25 percent of the gross weight of the fireworks including packaging shall be used.
m. For gallons of liquids, divide the amount in pounds by 10 in accordance with Section 5003.1.2.
n. For storage and display quantities in Group M and storage quantities in Group S occupancies complying with Section 5003.11, see Table 5003.11.1.
o. Densely-packed baled cotton that complies with the packing requirements of ISO 8115 shall not be included in this material class.
p. The following shall not be included in determining the maximum allowable quantities:
    1. Liquid or gaseous fuel in fuel tanks on vehicles.
    2. Liquid or gaseous fuel in fuel tanks on motorized equipment operated in accordance with this code.
    3. Gaseous fuels in piping systems and fixed appliances regulated by the *International Fuel Gas Code*.
    4. Liquid fuels in piping systems and fixed appliances regulated by the *International Mechanical Code*.
    5. Alcohol-based hand rubs classified as Class I or II liquids in dispensers that are installed in accordance with Sections 5705.5 and 5705.5.1. The location of the alcohol-based hand rub (ABHR) dispensers shall be provided in the construction documents.
q. Where manufactured, generated or used in such a manner that the concentration and conditions create a fire or explosion hazard based on information prepared in accordance with Section 104.8.2.
r. "High BV" Category 1B flammable gas has a burning velocity greater than 3.9 in/s (10cm/s). "Low BV" Category 1B flammable gas has a burning velocity of 3.9 in/s (10 cm/s) or less.

TABLE 5003.1.1(3)
MAXIMUM ALLOWABLE QUANTITY PER CONTROL AREA OF HAZARDOUS MATERIALS POSING A PHYSICAL HAZARD IN AN OUTDOOR CONTROL AREA[a, b, c, d]

[Portions of table not shown remain unchanged.]

MATERIAL	CLASS	STORAGE[b]			USE-CLOSED SYSTEMS[b]			USE-OPEN SYSTEMS[b]	
		Solid pounds (cubic feet)	Liquid gallons (pounds)[d]	Gas (cubic feet at NTP)	Solid pounds (cubic feet)	Liquid gallons (pounds)[d]	Gas (cubic feet at NTP)	Solid pounds (cubic feet)	Liquid gallons (pounds)[d]
Flammable gas	Gaseous								
	1A and 1B (High BV)[e]	Not Applicable	Not Applicable	3,000	Not Applicable	Not Applicable	1,500	Not Applicable	Not Applicable
	1B (Low BV)[e]			195,000			97,500		
	Liquified								
	1A and 1B (High BV)[e]	Not Applicable	(300)	Not Applicable	Not Applicable	(150)	Not Applicable	Not Applicable	Not Applicable
	1B (Low BV)[e]		(20,000)			(10,000)			

For SI: 1 pound = 0.454 kg, 1 gallon = 3.785 L, 1 cubic foot = 0.02832 m^3.

a. For gallons of liquids, divide the amount in pounds by 10 in accordance with Section 5003.1.2.
b. The aggregate quantities in storage and use shall not exceed the quantity listed for storage.
c. The aggregate quantity of nonflammable solid and nonflammable or noncombustible liquid hazardous materials allowed in outdoor storage per single property under the same ownership or control used for retail or wholesale sales is allowed to exceed the maximum allowable quantity per control area where such storage is in accordance with Section 5003.11.
d. Quantities in parentheses indicate quantity units in parentheses at the head of each column.
e. "High BV" Category 1B flammable gas has a burning velocity greater than 3.9 in/s (10cm/s). "Low BV" Category 1B flammable gas has a burning velocity of 3.9 in/s (10 cm/s) or less.

5003.8.3.5 Hazardous materials in Group M display and storage areas and in Group S storage areas. Hazardous materials located in Group M and Group S occupancies shall be in accordance with Sections 5003.8.3.5.1 through ~~5003.8.3.5.3~~ 5003.8.3.5.4.

5003.8.3.5.4 Flammable gas. The aggregate quantity of Category 1B flammable gas having a burning velocity of 3.9 in/s (10 cm/s) or less stored and displayed within a single control area of a Group M occupancy, or in an outdoor control area, or stored in a single control area of a Group S occupancy, is allowed to exceed the maximum allowable quantities per control area specified in Table 5003.1.1(1) without classifying the building or use as a Group H occupancy, provided the materials are stored and displayed in accordance with Section 5003.11.2.

5003.11 Maximum allowable quantity for Group M storage and display and Group S storage. The aggregate quantity of ~~nonflammable solid and nonflammable or noncombustible liquid~~ hazardous materials stored and displayed within a single *control area* of a Group M occupancy, or an outdoor *control area*, or stored in a single *control area* of a Group S occupancy, is allowed to exceed the *maximum allowable quantity per control area* indicated in Section 5003.1 where in accordance with Sections 5003.11.1 and 5003.11.2 ~~through 5003.11.3.11~~.

5003.11.1 Nonflammable solid and nonflammable or noncombustible liquid hazardous materials ~~Maximum allowable quantity per outdoor control area in Group M or S occupancies~~. The aggregate amount of nonflammable solid and nonflammable or noncombustible liquid hazardous materials stored and displayed within a single *control area* of a Group M occupancy, or an outdoor control area, or stored in a single *control area* of a Group S occupancy, shall not exceed the amounts set forth in Table 5003.11.1.
~~**5003.11.2 Maximum allowable quantity per outdoor control area in Group M or S occupancies.** The aggregate amount of nonflammable solid and nonflammable or noncombustible liquid hazardous materials stored and displayed within a single *outdoor control area* of a Group M occupancy shall not exceed the amounts set forth in Table 5003.11.1.~~

~~5003.11.3~~ **5003.11.1.1 Storage and display.** Storage and display shall be in accordance with Sections ~~5003.11.3.1~~ 5003.1.1.1 through ~~5003.11.3.11~~ 5003.11. 1.1.11 .

~~5003.11.3.1~~ **5003.11.1.1.1 Density.** Storage and display of solids shall not exceed 200 pounds per square foot (976 kg/m^2) of floor area actually occupied by solid merchandise. Storage and display of liquids shall not exceed 20 gallons per square foot (0.50 L/m^2) of floor area actually occupied by liquid merchandise.

~~5003.11.3.2~~ **5003.11.1.1.2 Storage and display height**. Display height shall not exceed 6 feet (1829 mm) above the finished floor in display areas of Group M occupancies. Storage height shall not exceed 8 feet (2438 mm) above the finished floor in storage areas of Group M and Group S occupancies.

~~5003.11.3.3~~ **5003.11.1.1.3 Container location.** Individual containers less than 5 gallons (19 L) or less than 25 pounds (11 kg) shall be stored or displayed on pallets, racks or shelves.

~~5003.11.3.4~~ **5003.11.1.1.4 Racks and shelves.** Racks and shelves used for storage or display shall be in accordance with Section 5003.9.9.

~~5003.11.3.5~~ **5003.11.1.1.5 Container type.** Containers shall be *approved* for the intended use and identified as to their content.

~~5003.11.3.6~~ **5003.11.1.1.6 Container size.** Individual containers shall not exceed 100 pounds (45 kg) for solids or 10 gallons (38 L) for liquids in storage and display areas.

~~5003.11.3.7~~ **5003.11.1.1.7 Incompatible materials.** *Incompatible materials* shall be separated in accordance with Section 5003.9.8.

~~5003.11.3.8~~ 5003.11.1.1.8 **Floors.** Floors shall be in accordance with Section 5004.12.

~~5003.11.3.9~~ 5003.11.1.1.9 **Aisles.** Aisles 4 feet (1219 mm) in width shall be maintained on three sides of the storage or display area.

~~5003.11.3.10~~ 5003.11.1.1.10 **Signs.** Hazard identification signs shall be provided in accordance with Section 5003.5.

~~5003.11.3.11~~ 5003.11.1.1.11 **Storage plan.** A storage plan illustrating the intended storage arrangement, including the location and dimensions of aisles, and storage racks shall be provided.

5003.11.2 Category 1B flammable gas with low burning velocity. The aggregate quantity of Category 1B flammable gas having a burning velocity of 3.9 in/s (10 cm/s) or less stored and displayed within a single *control area* of a Group M occupancy, or an outdoor control area, or stored in a single control area of a Group S occupancy, shall not exceed the amounts set forth in Table 5003.11.2.

TABLE 5003.11.2
MAXIMUM ALLOWABLE QUANTITY OF LOW BURNING VELOCITY CATEGORY 1B FLAMMABLE GAS IN GROUP M AND S OCCUPANCIES PER CONTROL AREA [a]

FLAMMABLE GAS CATEGORY	MAXIMUM ALLOWABLE QUANTITY PER CONTROL AREA	
	Sprinklered in accordance with Note b	Nonsprinklered
Category 1B (Low BV)[d]		
Gaseous	390,000 cu. ft.	195,000 cu. ft
Liquefied	40,000 lbs.[c]	20,000 lbs.

For SI: 1 pound = 0.454 kg, 1 cubic foot = 0.02832 m^3, 1 square foot = 0.093 m^2, 1 inch/second = 2.5641 cm/s.

a. Control areas shall be separated from each other by not less than a 1-hour fire barrier.
b. The building shall be equipped throughout with an approved automatic sprinkler system with minimum sprinkler design density of Ordinary Hazard Group 2 in the area where flammable gases are stored or displayed.
c. Where storage areas exceed 50,000 square feet in area, the maximum allowable quantities area allowed to be increased by 2 percent for each 1,000 square feet of area in excess of 50,000 square feet, up to not more than 100 percent of the table amounts. Separation of control areas is not required. The aggregate amount shall not exceed 80,000 pounds.
d. "Low BV" Category 1B flammable gas has a burning velocity of 3.9 in/s (10 cm/s) or less.

5003.11.2.1 Fire protection and storage arrangements. Fire protection and container storage arrangements for quantities of Category 1B flammable gases permitted by Table 5003.11.2 shall be in accordance with the all of the following:

1. Storage of the Category 1B flammable gases on shelves shall not exceed 6 feet (1829 mm) in height, and shelving shall be metal.
2. Rack storage, pallet storage or piles of the Category 1B flammable gas greater than 6 feet 6 inches (1981 mm) in height shall be provided with an automatic sprinkler system with a minimum design of Extra Hazard Group 1.
3. Combustible commodities shall not be stored above the Category 1B flammable gases.
4. Flammable liquids shall be separated from the Category 1B flammable gases by a distance 20 feet (6096 mm). The separation is permitted to be reduced to 10 feet (3048 mm) where secondary containment or diking is provided to retain a flammable liquid spill at a distance of 10 feet (3048 mm) from the Category 1B flammable gas storage.

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Required Changes to the 2021 International Building Code to Comply with the A2L Refrigerant Related Code Provisions of the 2024 I-Codes

Based on the
2021 International Building Code®

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CHAPTER 2: DEFINITIONS

[F] FLAMMABLE GAS. A material that is a gas at 68°F (20°C) or less at 14.7 pounds per square inch atmosphere (psia) (101 kPa) of pressure [a material that has a *boiling point* of 68°F (20°C) or less at 14.7 psia (101 kPa)], ~~which also meets one of the following~~ subdivided as follows:

1. ~~Is~~ Category 1A.

   1. A gas that is ignitable at 14.7 psia (101 kPa) when in a mixture of 13 percent or less by volume with air.~~has~~
   2. A gas with a flammable range at 14.7 psia (101 kPa) with air of at least 12 percent, regardless of the lower limit, unless data show compliance with Category 1B.

2. Category 1B.

   A gas that meets the flammability criteria for Category 1A, is not pyrophoric or chemically unstable, and meets one or more of the following:

   1. A lower flammability limit of more than 6 percent by volume in air; or
   2. A fundamental burning velocity of less than 3.9 in/s (10 cm/s).

The limits specified shall be determined at 14.7 psi (101 kPa) of pressure and a temperature of 68°F (20°C) in accordance with ASTM E681.

Where not otherwise specified, the term "flammable gas" includes both Category 1A and Category 1B.

CHAPTER 3: OCCUPANCY CLASSIFICATION AND USE

TABLE 307.1(1)
MAXIMUM ALLOWABLE QUANTITY PER CONTROL AREA OF HAZARDOUS MATERIALS POSING A PHYSICAL HAZARD[a, j, m, n, p]

[Portions of table not shown remain unchanged.]

MATERIAL	CLASS	GROUP WHEN THE MAXIMUM ALLOWABLE QUANTITY IS EXCEEDED	STORAGE[b]			USE-CLOSED SYSTEMS[b]			USE-OPEN SYSTEMS[b]	
			Solid pounds (cubic feet)	Liquid gallons (pounds)	Gas (cubic feet at NTP)	Solid pounds (cubic feet)	Liquid gallons (pounds)	Gas (cubic feet at NTP)	Solid pounds (cubic feet)	Liquid gallons (pounds)
Flammable gas	Gaseous									
	1A and 1B (High BV)[f]	H-2	NA	NA	1,000[d, e]	NA	NA	1,000[d,e]	NA	NA
	1B (Low BV)[f]				162,500[d,e]			162,500[d,e]		
	Liquified									
	1A and 1B (High BV)[f]	H-2	NA	(150)[d,e]	NA	NA	(150)[d,e]	NA	NA	NA
	1B (Low BV)[f]			(10,000)[d,e]			(10,000)[d,e]			

a. For use of control areas, see Section 414.2.
b. The aggregate quantity in use and storage shall not exceed the quantity specified for storage.
c. The quantities of alcoholic beverages in retail and wholesale sales occupancies shall not be limited provided the liquids are packaged in individual containers not exceeding 1.3 gallons. In retail and wholesale sales occupancies, the quantities of medicines, foodstuffs or consumer products, and cosmetics containing not more than 50 percent by volume of water-miscible liquids with the remainder of the solutions not being flammable, shall not be limited, provided that such materials are packaged in individual containers not exceeding 1.3 gallons.
d. Maximum allowable quantities shall be increased 100 percent in buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1. Where Note e also applies, the increase for both notes shall be applied accumulatively.
e. Maximum allowable quantities shall be increased 100 percent when stored in approved storage cabinets, day boxes, gas cabinets, gas rooms or exhausted enclosures or in listed safety cans in accordance with Section 5003.9.10 of the International Fire Code. Where Note d also applies, the increase for both notes shall be applied accumulatively.
f. Quantities shall not be limited in a building equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1.
g. Allowed only in buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1.
h. Containing not more than the maximum allowable quantity per control area of Class IA, IB or IC flammable liquids.
i. The maximum allowable quantity shall not apply to fuel oil storage complying with Section 605.4.2 of the *International Fire Code*.
j. Quantities in parentheses indicate quantity units in parentheses at the head of each column.
k. A maximum quantity of 220 pounds of solid or 22 gallons of liquid Class 3 oxidizers is allowed when such materials are necessary for maintenance purposes, operation or sanitation of equipment when the storage containers and the manner of storage are approved.

l. Net weight of the pyrotechnic composition of the fireworks. Where the net weight of the pyrotechnic composition of the fireworks is not known, 25 percent of the gross weight of the fireworks, including packaging, shall be used.
m. For gallons of liquids, divide the amount in pounds by 10 in accordance with Section 5003.1.2 of the *International Fire Code*.
n. For storage and display quantities in Group M and storage quantities in Group S occupancies complying with Section 414.2.5, see Tables 414.2.5(1) and 414.2.5(2).
o. Densely packed baled cotton that complies with the packing requirements of ISO 8115 shall not be included in this material class.
p. The following shall not be included in determining the maximum allowable quantities:
    1. Liquid or gaseous fuel in fuel tanks on vehicles.
    2. Liquid or gaseous fuel in fuel tanks on motorized equipment operated in accordance with the *International Fire Code*.
    3. Gaseous fuels in piping systems and fixed appliances regulated by the *International Fuel Gas Code*.
    4. Liquid fuels in piping systems and fixed appliances regulated by the *International Mechanical Code*.
    5. Alcohol-based hand rubs classified as Class I or II liquids in dispensers that are installed in accordance with Sections 5705.5 and 5705.5.1 of the International Fire Code. The location of the alcohol-based hand rub (ABHR) dispensers shall be provided in the construction
q. Where manufactured, generated or used in such a manner that the concentration and conditions create a fire or explosion hazard based on information prepared in accordance with Section 414.1.3.
r. "High BV" Category 1B flammable gas has a burning velocity greater than 3.9 in/s (10 cm/s). "Low BV" Category 1B flammable gas has a burning velocity of 3.9 in/s (10 cm/s) or less.

[F] 307.4 High-hazard Group H-2. Buildings and structures containing materials that pose a deflagration hazard or a hazard from accelerated burning shall be classified as Group H-2. Such materials shall include, but not be limited to, the following:

Class I, II or IIIA *flammable or combustible liquids* that are used or stored in normally open containers or systems, or in closed containers or systems pressurized at more than 15 pounds per square inch gauge (103.4 kPa).
Combustible dusts where manufactured, generated or used in such a manner that the concentration and conditions create a fire or explosion hazard based on information prepared in accordance with Section 414.1.3.
Cryogenic fluids, flammable.
Category 1A *Flammable gases.*
Category 1B *Flammable gases* having a burning velocity greater than 3.9 inches per second (10 cm/s).
Organic peroxides, Class I.
Oxidizers, Class 3, that are used or stored in normally open containers or systems, or in closed containers or systems pressurized at more than 15 pounds per square inch gauge (103 kPa).
Pyrophoric liquids, solids and gases, nondetonable.
Unstable (reactive) materials, Class 3, nondetonable.
Water-reactive materials, Class 3.

[F] 307.5 High-hazard Group H-3. Buildings and structures containing materials that readily support combustion or that pose a *physical hazard* shall be classified as Group H-3. Such materials shall include, but not be limited to, the following:

Class I, II or IIIA *flammable or combustible liquids* that are used or stored in normally closed containers or systems pressurized at 15 pounds per square inch gauge (103.4 kPa) or less.
Combustible fibers, other than densely packed *baled cotton*, where manufactured, generated or used in such a manner that the concentration and conditions create a fire or *explosion* hazard based on information prepared in accordance with Section 414.1.3.
Consumer *fireworks*, 1.4G (Class C, Common).
Cryogenic fluids, oxidizing.
Category 1B *flammable gases* having a burning velocity of 3.9 inches per second (10 cm/s) or less.
Flammable solids.
Organic peroxides, Class II and III.
Oxidizers, Class 2.
Oxidizers, Class 3, that are used or stored in normally closed containers or systems pressurized at 15 pounds per square inch gauge (103 kPa) or less.
Oxidizing gases.
Unstable (reactive) materials, Class 2.
Water-reactive materials, Class 2.

CHAPTER 4: SPECIAL DETAILED REQUIREMENTS BASED ON OCCUPANCY AND USE

[F] 414.2.5 Hazardous materials in Group M display and storage areas and in Group S storage areas. *Hazardous materials* located in Group M and Group S occupancies shall be in accordance with Sections 414.2.5.1 through ~~414.2.5.3~~ 414.2.5.4.

414.2.5.4 Flammable gas.
The aggregate quantity of Category 1B flammable gas having a burning velocity of 3.9 in/s (10 cm/s) or less stored and displayed within a single *control area* of a Group M occupancy or stored in a single *control area* of a Group S occupancy is allowed to exceed the *maximum allowable quantities per control area* specified in Table 307.1(1) without classifying the building or use as a Group H occupancy, provided the materials are stored and displayed in accordance with the *International Fire Code* and quantities do not exceed the amounts specified in Table 414.2.5(3).

TABLE 414.2.5(3) MAXIMUM ALLOWABLE QUANTITY OF LOW BURNING VELOCITY CATEGORY 1B FLAMMABLE GAS IN GROUP M AND S OCCUPANCIES PER CONTROL AREA [a]

FLAMMABLE GAS CATEGORY	MAXIMUM ALLOWABLE QUANTITY PER CONTROL AREA	
	Sprinklered in Accordance with Note b	Nonsprinklered
Category 1B (Low BV)[e]		
Gaseous	390,000 cu. ft.	195,000 cu. ft.
Liquefied	40,000 lbs.[c]	20,000 lbs.

For SI: 1 pound = 0.454 kg, 1 cubic foot = 0.02832 m^3, 1 square foot = 0.093 m^2, 1 inch/second = 2.5641 cm/s.

a. Control areas shall be separated from each other by not less than a 1-hour fire barrier.
b. The building shall be equipped throughout with an approved automatic sprinkler system with minimum sprinkler design density of Ordinary Hazard Group 2 in the area where flammable gases are stored or displayed.
c. Where storage areas exceed 50,000 square feet in area, the maximum allowable quantities area allowed to be increased by 2 percent for each 1,000 square feet of area in excess of 50,000 square feet, up to not more than 100 percent of the table amounts. Separation of control areas is not required. The aggregate amount shall not exceed 80,000 pounds.
d. "Low BV" Category 1B flammable gas has a burning velocity of 3.9 in/s (10 cm/s) or less.

[F] TABLE 414.5.1 EXPLOSION CONTROL REQUIREMENTS[a, h]

MATERIAL	CLASS	EXPLOSION CONTROL METHODS	
		Barricade construction	Explosion (deflagration) venting or explosion (deflagration) prevention systems[b]
HAZARD CATEGORY			
Combustible dusts[c]	—	Not Required	Required
Cryogenic flammables	—	Not Required	Required
Explosives	Division 1.1	Required	Not Required
	Division 1.2	Required	Not Required
	Division 1.3	Not Required	Required
	Division 1.4	Not Required	Required
	Division 1.5	Required	Not Required
	Division 1.6	Required	Not Required
Flammable gas	Gaseous	Not Required	Required[j]
	Liquefied	Not Required	Required[j]
Flammable liquid	IA[d]	Not Required	Required
	IB[e]	Not Required	Required
Organic peroxides	U	Required	Not Permitted
	I	Required	Not Permitted
Oxidizer liquids and solids	4	Required	Not Permitted
Pyrophoric gas	—	Not Required	Required
Unstable (reactive)	4	Required	Not Permitted
	3 Detonable	Required	Not Permitted
	3 Nondetonable	Not Required	Required
Water-reactive liquids and solids	3	Not Required	Required
	2[g]	Not Required	Required

SPECIAL USES			
Acetylene generator rooms	—	Not Required	Required
Electrochemical energy storage system[i]	—	Not Required	Required
Energy storage system[i]	—	Not Required	Required
Grain processing	—	Not Required	Required
Liquefied petroleum gas-distribution facilities	—	Not Required	Required
Where explosion hazards exist[f]	Detonation	Required	Not Permitted
	Deflagration	Not Required	Required

a. See Section 414.1.3.
b. See the *International Fire Code*.
c. Combustible dusts where manufactured, generated or used in such a manner that the concentration and conditions create a fire or explosion hazard based on information prepared in accordance with Section 104.8.2 of the *International Fire Code*. See definition of "Combustible dust" in Chapter 2.
d. Storage or use.
e. In open use or dispensing.
f. Rooms containing dispensing and use of hazardous materials where an explosive environment can occur because of the characteristics or nature of the hazardous materials or as a result of the dispensing or use process.
g. A method of explosion control shall be provided where Class 2 water-reactive materials can form potentially explosive mixtures.
h. Explosion venting is not required for Group H-5 fabrication areas complying with Section 415.11.1 and the *International Fire Code*.
i. Where explosion control is required in Section 1207 of the *International Fire Code*.
j Not required for Category 1B Flammable Gases having a burning velocity not exceeding 3.9 in/s (10 cm/s).



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CHAPTER 11: REFRIGERATION

1101.2.1 Group A2L, A2, A3 and B1 high-probability equipment.
High-probability equipment using Group A2L, A2, A3, or B1 refrigerant shall comply with UL 484, UL/CSA 60335-2-40, or UL/CSA 60335-2-89.

TABLE 1103.1
REFRIGERANT CLASSIFICATION, AMOUNT AND OEL

CHEMICAL REFRIGERANT	FORMULA	CHEMICAL NAME OF BLEND	REFRIGERANT SAFETY GROUP CLASSIFICATION	AMOUNT OF REFRIGERANT PER OCCUPIED SPACE							[F] DEGREES OF HAZARD°
				RCL			LFL			OEL[e]	
				~~Pounds per 1,000 cubic feet~~ lb/MCf	ppm	g/m^3	lb/MCf	ppm	g/m^3	~~OEL~~[e] ppm	
R-11[d c]	CCl_3F	trichlorofluoromethane	A1	0.39	1,100	~~6.2~~ 6.1				~~C~~1,000	2-0-0[b]
R-12[d c]	CCl_2F_2	dichlorodifluoromethane	A1	5.6	18,000	90				1,000	2-0-0[b]
R-13[d c]	$CClF_3$	chlorotrifluoromethane	A1	—	—	—				1,000	2-0-0[b]
R-13B1[d c]	$CBrF_3$	bromotrifluoromethane	A1	—	—	—				1,000	2-0-0[b]
R-13I1	CF_3I	trifluoroiodomethane	A1	1.0	2,000	16				500	
R-14	CF_4	tetrafluoromethane (carbon tetrafluoride)	A1	25	110,000	400				1,000	2-0-0[b]
R-22	$CHClF_2$	chlorodifluoromethane	A1	13	59,000	210				1,000	2-0-0[b]
R-23	CHF_3	trifluoromethane (fluoroform)	A1	7.3	41,000	120				1,000	2-0-0[b]
R-30	CH_2Cl_2	dichloromethane (methylene chloride)	B1	—	—	—				—	—
R-31	CH_2ClF	Chlorofluoromethane	—	—	—	—				—	—
R-32	CH_2F_2	difluoromethane (methylene fluoride)	~~A2~~[e] A2L	4.8	36,000	77	19.1	144,000	306	1,000	1-4-0
R-40	CH_3Cl	chloromethane (methyl chloride)	B2	—	—	—				—	—
R-41	CH_3F	Fluoromethane (methyl fluoride)	—	—	—	—				—	
R-50	CH_4	methane	A3	—	—	—		50,000		1,000	—
R-113[d c]	CCl_2FCClF_2	1,1,2-trichloro-1,2,2-trifluoroethane	A1	1.2	2,600	20				1,000	2-0-0[b]
R-114[d c]	$CClF_2CClF_2$	1,2-dichloro-1,1,2,2-tetrafluoroethane	A1	8.7	20,000	140				1,000	2-0-0[b]
R-115	$CClF_2CF_3$	chloropentafluoroethane	A1	47	120,000	760				1,000	—
R-116	CF_3CF_3	hexafluoroethane	A1	34	97,000	550				1,000	1-0-0

R-123	$CHCl_2CF_3$	2,2-dichloro-1,1,1-trifluoroethane	B1	3.5	9,100	57				50	2-0-0[b]
R-124	$CHClFCF_3$	2-chloro-1,1,1,2-tetrafluoroethane	A1	3.5	10,000	56				1,000	2-0-0[b]
R-125	CHF_2CF_3	pentafluoroethane	A1	23	75,000	370				1,000	2-0-0[b]
R-134a	CH_2FCF_3	1,1,1,2-tetrafluoroethane	A1	13	50,000	210				1,000	2-0-0[b]
R-141b	CH_3CCl_2F	1,1-dichloro-1-fluoroethane	—	0.78	2,600	12	17.8	60,000	287	500	2-1-0
R-142b	CH_3CClF_2	1-chloro-1, 1-difluoroethane	A2	5.1	20,000	~~83~~ 82	20.4	80,000	329	1,000	2-4-0
R-143a	CH_3CF_3	1,1,1-trifluoroethane	~~A2~~[c] A2L	~~4.5~~ 4.4	21,000	70	17.5	82,000	282	1,000	2-0-0[b]
R-152a	CH_3CHF_2	1,1-difluoroethane	A2	2.0	12,000	32	8.1	48,000	130	1,000	1-4-0
R-170	CH_3CH_3	ethane	A3	0.54	7,000	~~8.7~~ 8.6	2.4	31,000	38	1,000	2-4-0
R-E170	CH_3OCH_3	Methoxymethane (dimethyl ether)	A3	1.0	8,500	16	4.0	34,000	64	1,000	—
R-218	$CF_3CF_2CF_3$	octafluoropropane	A1	43	90,000	690				1,000	2-0-0[b]
R-227ea	CF_3CHFCF_3	1,1,1,2,3,3,3-heptafluoropropane	A1	36	84,000	580				1,000	—
R-236fa	$CF_3CH_2CF_3$	1,1,1,3,3,3-hexafluoropropane	A1	21	55,000	340				1,000	2-0-0[b]
R-245fa	$CHF_2CH_2CF_3$	1,1,1,3,3-pentafluoropropane	B1	12	34,000	190				300	2-0-0[b]
R-290	$CH_3CH_2CH_3$	propane	A3	~~0.56~~ 0.59	5,300	9.5	2.4	21,000	38	1,000	2-4-0
R-C318	$-(CF_2)4-$	octafluorocyclobutane	A1	41	80,000	~~660~~ 650				1,000	—
R-400[d, e]	zeotrope	R-12/114 (50.0/50.0)	A1	10	28,000	160				1,000	2-0-0[b]
R-400[d, e]	zeotrope	R-12/114 (60.0/40.0)	A1	11	30,000	170				1,000	—
R-401A	zeotrope	R-22/152a/124 (53.0/13.0/34.0)	A1	6.6	27,000	110				1,000	2-0-0[b]
R-401B	zeotrope	R-22/152a/124 (61.0/11.0/28.0)	A1	7.2	30,000	120				1,000	2-0-0[b]
R-401C	zeotrope	R-22/152a/124 (33.0/15.0/52.0)	A1	5.2	20,000	84				1,000	2-0-0[b]
R-402A	zeotrope	R-125/290/22 (60.0/2.0/38.0)	A1	17	66,000	270				1,000	2-0-0[b]
R-402B	zeotrope	R-125/290/22 (38.0/2.0/60.0)	A1	15	63,000	240				1,000	2-0-0[b]
R-403A	zeotrope	R-290/22/218 (5.0/75.0/20.0)	A2	7.6	33,000	120				1,000	2-0-0[b]
R-403B	zeotrope	R-290/22/218 (5.0/56.0/39.0)	A1	18	~~70,000~~ 68,000	290				1,000	2-0-0[b]
R-404A	zeotrope	R-125/143a/134a (44.0/52.0/4.0)	A1	31	130,000	500				1,000	2-0-0[b]
R-405A	zeotrope	R-22/152a/142b/C318 (45.0/7.0/5.5/2.5)	—	16	57,000	260				1,000	—

R-406A	zeotrope	R-22/600a/142b (55.0/4.0/41.0)	A2	4.7	21,000	~~25~~ 75	18.8	82,000	301.9	1,000	—
R-407A	zeotrope	R-32/125/134a (20.0/40.0/40.0)	A1	19	83,000	300				1,000	2-0-0[b]
R-407B	zeotrope	R-32/125/134a (10.0/70.0/20.0)	A1	21	79,000	330				1,000	2-0-0[b]
R-407C	zeotrope	R-32/125/134a (23.0/25.0/52.0)	A1	18	81,000	290				1,000	2-0-0[b]
R-407D	zeotrope	R-32/125/134a (15.0/15.0/70.0)	A1	16	68,000	250				1,000	2-0-0[b]
R-407E	zeotrope	R-32/125/134a (25.0/15.0/60.0)	A1	17	80,000	280				1,000	2-0-0[b]
R-407F	zeotrope	R-32/125/134a (30.0/30.0/40.0)	A1	20	95,000	320				1,000	—
R-407G	zeotrope	R-32/125/134a (2.5/2.5/95.0)	A1	13	52,000	210				1,000	—
R-407H	zeotrope	R-32/125/134a (32.5/15.0/52.5)	A1	19	92,000	300				1,000	—
R-407I	zeotrope	R-32/125/124a (19.5/8.5/72.0)	A1	16	71,100	250				1,000	
R-408A	zeotrope	R-125/143a/22 (7.0/46.0/47.0)	A1	21	~~95,000~~ 94,000	~~340~~ 330				1,000	2-0-0[b]
R-409A	zeotrope	R-22/124/142b (60.0/25.0/15.0)	A1	7.1	29,000	110				1,000	2-0-0[b]
R-409B	zeotrope	R-22/124/142b (65.0/25.0/10.0)	A1	7.3	30,000	120				1,000	2-0-0[b]
R-410A	zeotrope	R-32/125 (50.0/50.0)	A1	26	140,000	420				1,000	2-0-0[b]
R-410B	zeotrope	R-32/125 (45.0/55.0)	A1	27	140,000	430				1,000	2-0-0[b]
R-411A	zeotrope	R-127/22/152a (1.5/87.5/11.0)	A2	2.9	14,000	46	11.6	55,000	185.6	~~990~~ 970	—
R-411B	zeotrope	R-1270/22/152a (3.0/94.0/3.0)	A2	2.8	13,000	45	14.8	70,000	238.3	~~980~~ 940	—
R-412A	zeotrope	R-22/218/142b (70.0/5.0/25.0)	A2	5.1	22,000	82	20.5	87,000	328.6	1,000	—
R-413A	zeotrope	R-218/134a/600a (9.0/88.0/3.0)	A2	5.8	22,000	~~94~~ 93	23.4	88,000	374.9	1,000	—
R-414A	zeotrope	R-22/124/600a/142b (51.0/28.5/4.0/16.5)	A1	6.4	26,000	100				1,000	—
R-414B	zeotrope	R-22/124/600a/142b (50.0/39.0/1.5/9.5)	A1	6.0	23,000	~~95~~ 96				1,000	—
R-415A	zeotrope	R-22/152a (82.0/18.0)	A2	2.9	14,000	47	11.7	56,000	187.9	1,000	—
R-415B	zeotrope	R-22/152a (25.0/75.0)	A2	2.1	12,000	34	8.4	47,000	135.1	1,000	—
R-416A	zeotrope	R-134a/124/600 (59.0/39.5/1.5)	A1	3.9	14,000	62				1,000	2-0-0[b]
R-417A	zeotrope	R-125/134a/600 (46.6/50.0/3.4)	A1	3.5	13,000	~~56~~ 55				1,000	2-0-0[b]
R-417B	zeotrope	R-125/134a/600 (79.0/18.3/2.7)	A1	4.3	15,000	~~70~~ 69				1,000	—
R-417C	zeotrope	R-125/134a/600 (19.5/78.8/1.7)	A1	5.4	21,000	87				1,000	—
R-418A	zeotrope	R-290/22/152a (1.5/96.0/2.5)	A2	4.8	22,000	77	19.2	89,000	308.4	1,000	—
R-419A	zeotrope	R-125/134a/E170 (77.0/19.0/4.0)	A2	4.2	15,000	67	16.7	60,000	268.6	1,000	—

R-419B	zeotrope	R-125/134a/E170 (48.5/48.0/3.5)	A2	4.6	17,000	74	18.5	69,000	297.3	1,000	—
R-420A	zeotrope	R-134a/142b (88.0/12.0)	A1	12	~~45,000~~ 44,000	~~190~~ 180				1,000	2-0-0[b]
R-421A	zeotrope	R-125/134a (58.0/42.0)	A1	17	61,000	280				1,000	2-0-0[b]
R-421B	zeotrope	R-125/134a (85.0/15.0)	A1	21	69,000	330				1,000	2-0-0[b]
R-422A	zeotrope	R-125/134a/600a (85.1/11.5/3.4)	A1	18	63,000	290				1,000	2-0-0[b]
R-422B	zeotrope	R-125/134a/600a (55.0/42.0/3.0)	A1	16	56,000	250				1,000	2-0-0[b]
R-422C	zeotrope	R-125/134a/600a (82.0/15.0/3.0)	A1	18	62,000	290				1,000	2-0-0[b]
R-422D	zeotrope	R-125/134a/600a (65.1/31.5/3.4)	A1	16	58,000	260				1,000	2-0-0[b]
R-422E	zeotrope	R-125/134a/600a (58.0/39.3/2.7)	A1	16	57,000	260				1,000	—
R-423A	zeotrope	R-134a/227ea (52.5/47.5)	A1	19	59,000	~~310~~ 300				1,000	2-0-0[c]
R-424A	zeotrope	R-125/134a/600a/600/601a (50.5/47.0/0.9/1.0/0.6)	A1	6.2	23,000	100				~~970~~ 990	2-0-0[b]
R-425A	zoetrope	R-32/134a/227ea (18.5/69.5/12.0)	A1	16	72,000	260				1,000	2-0-0[b]
R-426A	zeotrope	R-125/134a/600a/601a (5.1/93.0/1.3/0.6)	A1	5.2	20,000	83				990	—
R-427A	zeotrope	R-32/125/143a/134a (15.0/25.0/10.0/50.0)	A1	18	79,000	290				1,000	2-1-0
R-428A	zeotrope	R-125/143a/290/600a (77.5/20.0/0.6/1.9)	A1	23	~~83,000~~ 84,000	370				1,000	—
R-429A	zeotrope	R-E170/152a/600a (60.0/10.0/30.0)	A3	0.81	6,300	13	3.2	25,000	83.8	1,000	—
R-430A	zeotrope	R-152a/600a (76.0/24.0)	A3	1.3	8,000	21	5.2	32,000	44.0	1,000	—
R-431A	zeotrope	R-290/152a (71.0/29.0)	A3	~~0.69~~ 0.68	5,500	11	2.7	22,000	38.6	1,000	—
R-432A	zeotrope	R-1270/E170 (80.0/20.0)	A3	0.13	1,200	2.1	2.4	22,000	39.2	~~700~~ 550	—
R-433A	zeotrope	R-1270/290 (30.0/70.0)	A3	0.34	3,100	5.5	2.4	20,000	32.4	~~880~~ 760	—
R-433B	zeotrope	R-1270/290 (5.0-95.0)	A3	~~0.51~~ 0.39	~~4,500~~ 3,500	~~8.1~~ 6.3	2.0	18,000	32.1	950	—
R-433C	zeotrope	R-1270/290 (25.0-75.0)	A3	0.41	~~3,600~~ 3,700	~~6.6~~ 6.5	2.0	18,000	83.8	790	—
R-434A	zeotrope	R-125/143a/600a (63.2/18.0/16.0/2.8)	A1	20	73,000	320				1,000	—
R-435A	zeotrope	R-E170/152a (80.0/20.0)	A3	1.1	8,500	17	4.3	34,000	68.2	1,000	—
R-436A	zeotrope	R-290/600a (56.0/44.0)	A3	0.50	4,000	8.1	2.0	16,000	32.3	1,000	—
R-436B	zeotrope	R-290/600a (52.0/48.0)	A3	0.51	4,000	~~8.1~~ 8.2	2.0	16,000	32.7	1,000	—
R-436C	zeotrope	R-290/600a (95.0/5.0)	A3	0.57	5,000	9.1	2.3	20,000	36.5	1,000	
R-437A	zeotrope	R-125/134a/600/601 (19.5/78.5/1.4/0.6)	A1	~~5.0~~ 5.1	19,000	82				990	—
R-438A	zeotrope	R-32/125/134a/600/601a (8.5/45.0/44.2/1.7/0.6)	A1	4.9	20,000	79				990	—

R-439A	zeotrope	R-32/125/600a (50.0/47.0/3.0)	A2	4.7	26,000	76	18.9	104,000	303.3	~~990~~ 1,000	—
R-440A	zeotrope	R-290/134a/152a (0.6/1.6/97.8)	A2	1.9	12,000	31	7.8	46,000	124.7	1,000	—
R-441A	zeotrope	R-170/290/600a/600 (3.1/54.8/6.0/36.1)	A3	0.39	3,200	6.3	2.0	16,000	31.7	1,000	—
R-442A	zeotrope	R-32/125/134a/152a/227ea (31.0/31.0/30.0/3.0/5.0)	A1	21	100,000	330				1,000	—
R-443A	zeotrope	R-1270/290/600a (55.0/40.0/5.0)	A3	0.19	1,700	3.1	2.2	20,000	35.6	~~580~~ 640	—
R-444A	zeotrope	R-32/152a/1234ze(E) (12.0/5.0/83.0)	~~A2~~[c]A2L	5.1	21,000	81	19.9	82,000	324.8	850	—
R-444B	zeotrope	R-32/152a/1234ze(E) (41.5/10.0/48.5)	~~A2~~[c]A2L	4.3	23,000	69	17.3	93,000	277.3	~~890~~ 930	—
R-445A	zeotrope	R-744/134a/1234ze(E) (6.0/9.0/85.0)	~~A2~~[c]A2L	4.2	16,000	67	2.7	63,000	347.4	930	—
R-446A	zeotrope	R-32/1234ze(E)/600 (68.0/29.0/3.0)	~~A2~~[c]A2L	2.5	16,000	39	13.5	62,000	217.4	960	—
R-447A	zeotrope	R-32/125/1234ze(E) (68.0/3.5/28.5)	~~A2~~[c]A2L	2.6	16,000	42	18.9	65,000	303.5	~~900~~ 960	—
R-447B	zeotrope	R-32/125/1234ze(E) (68.0/8.0/24.0)	~~A2~~[c]A2L	~~23~~2.6	~~30,000~~ 16,000	~~360~~ 42	20.6	121,000	312.7	970	
R-448A	zeotrope	R-32/125/1234yf/134a/1234ze(E) (26.0/26.0/20.0/21.0/7.0)	A1	24	110,000	390				~~890~~ 860	—
R-449A	zeotrope	R-32/125/1234yf/134a (24.3/24.7/25.3/25.7)	A1	23	100,000	370				~~830~~ 840	—
R-449B	zeotrope	R-32/125/1234yf/134a (25.2/24.3/23.2/27.3)	A1	23	100,000	370				850	
R-449C	zeotrope	R-32/125/1234yf/134a (20.0/20.0/31.0/29.0)	A1	23	98,000	360				800	
R-450A	zeotrope	R-134a/1234ze(E) (42.0/58.0)	A1	20	72,000	320				880	—
R-451A	zeotrope	R-1234yf/134a (89.8/10.2)	~~A2~~[c]A2L	~~5.3~~ 5.0	18,000	81	20.3	70,000	326.6	~~520~~ 530	—
R-451B	zeotrope	R-1234yf/134a (88.8/11.2)	~~A2~~[c]A2L	~~5.3~~ 5.0	18,000	81	20.3	70,000	326.6	530	—
R-452A	zeotrope	R-32/125/1234yf (11.0/59.0/30.0)	A1	27	~~10,000~~ 100,000	440				~~780~~ 790	—
R-452B	zeotrope	R-32/125/1234yf (67.0/7.0/26.0)	~~A2~~[c]A2L	~~23~~ 4.8	30,000	~~360~~ 77	19.3	119,000	310.5	870	—
R-452C	zeotrope	R-32/125/1234yf (12.5/61.0/26.5)	A1	27	100,000	430				~~800~~ 810	
R-453A	zeotrope	R-32/125/134a/227ea/600/601a (20.0/20.0/53.8/5.0/0.6/0.6)	A1	7.8	34,000	120				1,000	
R-454A	zeotrope	R-32/1234yf (35.0/65.0)	~~A2~~[c]A2L	~~28~~ 3.2	16,000	~~450~~ 52	18.3	63,000	293.9	690	
R-454B	zeotrope	R-32/1234yf (68.9/31.1)	~~A2~~[c]A2L	~~22~~ 3.1	19,000	~~360~~ 49	22.0	77,000	352.6	850	
R-454C	zeotrope	R-32/1234yf (21.5/78.5)	~~A2~~[c]A2L	~~29~~ 4.4	19,000	~~460~~ 71	18.0	62,000	289.5	620	
R-455A	zeotrope	R-744/32/1234yf (3.0/21.5/75.5)	~~A2~~[c]A2L	~~23~~ 4.9	~~30,000~~ 22,000	~~380~~ 79	26.9	118,000	432.1	650	
R-456A	zeotrope	R-32/134a/1234ze(E) (6.0/45.0/49.0)	A1	20	77,000	320				900	
R-457A	zeotrope	R-32/1234yf/152a (18.0/70.0/12.0)	~~A2~~[c]A2L	~~25~~ 3.4	15,000	~~400~~ 54	13.5	60,000	216.3	650	
R-457B	zeotrope	R-32/1234yf/152a (35.0/55.0/10.0)	A2L	3.7	19,000	59	14.9	76,000	239	730	
R-458A	zeotrope	R-32/125/134a/227ea/236fa (20.5/4.0/61.4/13.5/0.6)	A1	18	76,000	280				1,000	

R-459A	zeotrope	R-32/1234yf/1234ze(E) (68.0/26.0/6.0)	~~A2~~[e] A2L	~~23~~ 4.3	27,000	~~360~~ 69	17.4	107,000	278.7	870	
R-459B	zeotrope	R-32/1234yf/1234ze(E) (21.0/69.0/10.0)	~~A2~~[e] A2L	30	~~16,000~~ 25,000	~~470~~ 92	23.3	99,000	373.5	640	
R-460A	zeotrope	R-32/125/134a/1234ze(E) (12.0/52.0/14.0/22.0)	A1	24	92,000	380				~~650~~ 950	
R-460B	zeotrope	R-32/125/134a/1234ze(E) (28.0/25.0/20.0/27.0)	A1	25	120,000	400				950	
R-460C	zeotrope	R-32/125/134a/1234ze(E) (2.5/2.5/46.0/49.0)	A1	20	73,000	310				900	
R-461A	zeotrope	R-32/125/134a/1234ze(E) (2.5/2.5/46.0/49.0)	A1	17	61,000	270				1,000	
R-462A	zeotrope	R-125/143a/134a/227ea/600a (55.0/5.0/32.0/5.0/3.0)	A2	3.9	16,000	62	16.6	105,000	265.8	1,000	
R-463A	zeotrope	R-744/32/125/1234yf/134a (6.0/36.0/30.0/14.0/14.0)	A1	19	98,000	300				990	
R-464A	zeotrope	R-32/125/1234ze(E)/227ea (27.0/27.0/40.0/6.0)	A1	27	120,000	430				930	
R-465A	zeotrope	R-32/290/1234yf (21.0/7.9/71.1)	A2	2.5	12,000	40	10.0	98,000	160.9	660	
R-466A	zeotrope	R-32/125/13I1 (49.0/11.5/39.5)	A1	6.2	30,000	99				860	
R-467A	zeotrope	R-32/125/134a/600a (22.0/5.0/72.4/0.6)	A2L	6.7	31,000	110				1,000	
R-468A	zeotrope	R-1132a/32/1234yf (3.5/21.5/75.0)	A2L	4.1	18,000	66				610	
R-469A	zeotrope	R-744/R-32/R-125 (35.0/32.5/32.5)	A1	8	53,000	130				1,600	
R-470A	zeotrope	R-744/32/125/134a/1234ze(E)/227ea (10.0/17.0/19.0/7.0/44.0/3.0)	A1	17	77,000	270				1,100	
R-470B	zeotrope	R-744/32/125/134a/1234ze(E)/227ea (10.0/11.5/11.5/3.0/57.0/7.0)	A1	16	72,000	260				1,100	
R-471A	zeotrope	R-1234ze(E)/227ea/1336mzz(E) (78.7/4.3/17.0)	A1	9.7	31,000	160				710	
R-472A	zeotrope	R-744/32/134a (69.0/12.0/19.0)	A1	4.5	35,000	72				2,700	
R-500[e] [d]	azeotrope	R-744/32/125/1234yf/134a (6.0/36.0/30.0/14.0/14.0)	A1	~~7.6~~ 7.4	~~30,000~~ 29,000	120				1,000	2-0-0[b]
R-501[d] [c]	azeotrope	R-22/12 (75.0/25.0)	A1	13	54,000	210				1,000	—
R-502[e] [d]	azeotrope	R-22/115 (48.8/51.2)	A1	21	73,000	330				1,000	2-0-0[b]
R-503[e] [d]	azeotrope	R-23/13 (40.1/59.9)	—	—	—	—				1,000	2-0-0[b]
R-504[d] [c]	azeotrope	R-32/115 (48.2/51.8)	—	28	140,000	450				1,000	—
R-507A	azeotrope	R-125/143a (50.0/50.0)	A1	32	130,000	~~520~~ 510				1,000	2-0-0[b]
R-508A	azeotrope	R-23/116 (39.0/61.0)	A1	14	55,000	220				1,000	2-0-0[b]
R-508B	azeotrope	R-23/116 (46.0/54.0)	A1	13	52,000	200				1,000	2-0-0[b]
R-509A	azeotrope	R-22/218 (44.0/56.0)	A1	24	75,000	~~390~~ 380				1,000	2-0-0[b]
R-510A	azeotrope	R-E170/600a (88.0/12.0)	A3	0.87	7,300	14	3.5	29,000	56.1	1,000	—
R-511A	azeotrope	R-290/E170 (95.0/5.0)	A3	0.59	5,300	9.5	2.4	21,000	38.0	1,000	—

R-512A	azeotrope	R-134a/152a (5.0/95.0)	A2	1.9	11,000	31	7.7	45,000	123.9	1,000	—
R-513A	azeotrope	R-1234yf/134a (56.0/44.0)	A1	20	72,000	320				650	—
R-513B	azeotrope	R-1234yf/134a (58.5/41.5)	A1	21	74,000	330				640	
R-514A	azeotrope	R-1336mzz(Z)/1130 (E) (74.7/25.3)	B1	0.86	2,400	14				320	
R-515A	azeotrope	R-1234ze(E)/227ea (88.0/12.0)	A1	19	~~62,000~~ 63,000	300				810	
R-515B	azeotrope	R-1234ze(E)/227ea (91.1/8.9)	A1	18	61,000	290				810	
R-516A	azeotrope	R-1234yf/134a/152a (77.5/8.5/14.0)	A2	~~7.0~~ 3.2	~~27,000~~ 13,000	~~110~~ 52	13.1	50,000	210.1	590	
R-600	$CH_3CH_2CH_2CH_3$	butane	A3	0.15	1,000	2.4	3.0	20,000	48	1,000	1-4-0
R-600a	$CH(CH_3)_2CH_3$	2-methylpropane (isobutane)	A3	0.59	4,000	~~9.6~~ 9.5	2.4	16,000	38	1,000	2-4-0
R-601	$CH_3CH_2CH_2$ CH_2CH_3	pentane	A3	0.18	1,000	2.9	2.2	12,000	35	600	—
R-601a	$(CH_3)_2CHCH_2CH_3$	2-methylbutane (isopentane)	A3	0.18	1,000	2.9	2.4	13,000	38	600	—
R-610	ethoxyethane (ethyl ether)	$CH_3CH_2OCH_2CH_3$	—	—	—	—				400	—
R-611	methyl formate	$HCOOCH_3$	B2	—	—	—				100	—
R-718	H_2O	water	A1	—	—	—				—	0-0-0
R-744	CO_2	carbon dioxide	A1	4.5	40,000	72				5,000	2-0-0[b]
R-1130(E)	CHCl=CHCl	Trans-1,2-dichloroethene	~~B1~~B2	0.25	1,000	4	16	65,000	258	200	
R-1132a	$CF_2 = CH_2$	1, 1-difluoroethylene	A2	2.0	13,000	33	8.1	50,000	131	500	
R-1150	$CH_2=CH_2$	ethene (ethylene)	A3	—	—	—	2.2	31,000	36	200	1-4-2
R-1224yd(Z)	$CF_3CF=CHCl$	(Z)-1-chloro-2,3,3,3-tetrafluoropropen	A1	23	60,000	~~360~~ 370				1,000	
R-1233zd(E)	$CF_3CH=CHCl$	trans-1-chloro-3,3,3-trifluoro- 1-propene	A1	5.3	16,000	85				800	—
R-1234yf	$CF_3CF=CH_2$	2,3,3,3-tetrafluoro-1 propene	~~A2~~[c] A2L	~~4.7~~ 4.5	16,000	75	18.0	62,000	289	500	—
R-1234ze(E)	~~$CF_3CH=CHF$~~ $CF_3CH=CFH$	trans-1,3,3,3-tetrafluoro-1 - propene	~~A2~~[c] A2L	4.7	16,000	~~75~~ 76	18.8	65,000	303	800	—
R-1270	$CH_3CH=CH_2$	Propene (propylene)	A3	0.1	1,000	1.7				500	1-4-1
R-1336mzz(E)	$CF_3CH=CHCF_3$	trans 1,1,1,4,4,4-hexafluoro-2- butene	A1	3.0	7,200	48				400	
R-1336mzz(Z)	$CF_3CH=CHCF_3$	Cis-1,1,1,4,4,4-hexaflouro-2-butene	A1	~~5.4~~ 5.2	13,000	~~87~~ 84				500	

SI: 1 pound = 0.454 kg, 1 cubic foot = 0.02832 m^3

a. Degrees of hazard are for health, fire, and reactivity, respectively, in accordance with NFPA 704.
b. Reduction to 1-0-0 is allowed if analysis satisfactory to the code official shows that the maximum concentration for a rupture or full loss of refrigerant charge would not exceed the IDLH, considering both the refrigerant quantity and room volume.
~~c. The ASHRAE Standard 34 flammability classification for this refrigerant is 2L, which is a subclass of Class 2.~~
~~d.~~ c. Class I ozone depleting substance; prohibited for new installations.
~~e.~~ d. Occupational Exposure Limit based on the OSHA PEL, ACGIH TLV-TWA, the TERA WEEL or consistent value on a time-weighed average (TWA) basis (unless noted C for ceiling) for an 8 hr/d and 40 hr/wk.

1104.3.1 Air conditioning for human comfort. ~~In other than industrial occupancies where the quantity in a single independent circuit does not exceed the amount in Table 1103.1, Group B1, B2 and B3 refrigerants shall not be used in high-probability systems for air conditioning for human comfort.~~ High-probability systems used for human comfort shall use Group A1 or A2L refrigerant.

Exceptions:

1. Equipment listed for and used in residential occupancies containing a maximum of 6.6 pounds (3 kg) of refrigerant.
2. Equipment listed for and used in commercial occupancies containing a maximum of 22 pounds (10 kg) of refrigerant.
3. Industrial occupancies.

1104.3.2 ~~Nonindustrial occupancies~~ Group A2, A3, B2 and B3 refrigerants. ~~Group A2 and B2 refrigerants shall not be used in high-probability systems where the quantity of refrigerant in any independent refrigerant circuit exceeds the amount shown in Table 1104.3.2.~~ Group A2 and B2 refrigerants shall not be used in high-probability systems. Group A3 and B3 refrigerants shall not be used except where *approved*.

Exceptions: This section does not apply to ~~laboratories~~:

1. Laboratories where the floor area per occupant is not less than 100 square feet (9.3 m^2).
2. Listed self-contained systems having a maximum of 0.331 pounds (150 g) of Group A3 refrigerant.
3. Industrial occupancies.
4. Equipment listed for and used in residential occupancies containing a maximum of 6.6 pounds (3 kg) of Group A2 or B2 refrigerant.
5. Equipment listed for and used in commercial occupancies containing a maximum of 22 pounds (10 kg) of Group A2 or B2 refrigerant.

~~TABLE 1104.3.2~~
~~MAXIMUM PERMISSIBLE QUANTITIES OF REFRIGERANTS~~

	~~MAXIMUM POUNDS FOR VARIOUS OCCUPANCIES~~			
~~TYPE OF REFRIGERATION SYSTEM~~	~~Institutional~~	~~Public assembly~~	~~Residential~~	~~All other occupancies~~
~~Sealed absorption system~~				
~~In exit access~~	~~0~~	~~0~~	~~3.3~~	~~3.3~~
~~In adjacent outdoor locations~~	~~0~~	~~0~~	~~22~~	~~22~~
~~In other than exit access~~	~~0~~	~~6.6~~	~~6.6~~	~~6.6~~
~~Unit systems~~				
~~In other than exit access~~	~~0~~	~~0~~	~~6.6~~	~~6.6~~

~~For SI: 1 pound = 0.454 kg.~~

1106.3 ~~Flammable~~ Class 2 and 3 refrigerants. Where refrigerants of Groups A2, A3, B2 and B3 are used, the *machinery room* shall conform to the Class I, Division 2, *hazardous location* classification requirements of NFPA 70.

~~Exception: *Machinery rooms* for systems containing Group A2L *refrigerants* that are provided with ventilation in accordance with Section 1106.4.~~

~~1106.4 Special requirements for Group A2L refrigerant machinery rooms. *Machinery rooms* with systems containing Group A2L *refrigerants* that do not conform to the Class I, Division 2, hazardous location electrical requirements of NFPA 70, as permitted by the exception to Section 1106.3, shall comply with Sections 1106.4.1 through 1106.4.3.~~

~~Exception: *Machinery rooms* conforming to the Class I, Division 2, hazardous location classification requirements of NFPA 70 are not required to comply with Sections 1106.4.1 and 1106.4.2.~~

1106.4 Group A2L and B2L refrigerant. Machinery rooms for Group A2L and B2L refrigerant shall comply with Sections 1106.4.1 through Section 1106.4.3.

1106.4.1 Elevated temperatures. Open flame-producing devices or continuously operating hot surfaces over 1290 °F (700 °C) shall not be permanently installed in the room.

~~[F] 1106.4.1 Ventilation system activation. Ventilation shall be activated by the refrigerant detection system in the machinery room. Refrigerant detection systems shall be in accordance with Section 605.8 of the International Fire Code and all of the following:~~

~~1. The detectors shall activate at or below a refrigerant concentration of 25 percent of the LFL.~~
~~2. Upon activation, the detection system shall activate the emergency ventilation system required by Section 1106.4.2.~~
~~3. The detection, signaling and control circuits shall be supervised.~~

~~1106.4.2 Emergency ventilation system. An emergency ventilation system shall be provided at the minimum exhaust rate specified in ASHRAE 15 or Table 1106.4.2. Shutdown of the emergency ventilation system shall be by manual means.~~

1106.4.2 Refrigerant detector. In addition to the requirements of Section 1105.3, refrigerant detectors shall signal an alarm and activate the ventilation system in accordance with the response time specified in Table 1106.4.2.

TABLE 1106.4.2 GROUP A2L and B2L DETECTOR ACTIVATION

Activation Level	Maximum Response Time (seconds)	ASHRAE 15 Ventilation Level	Alarm Reset	Alarm Type
Less than or equal to the OEL in Table 1103.1	300	1	Automatic	Trouble
Less than or equal to the refrigerant concentration level in Table 1103.1	15	2	Manual	Emergency

~~TABLE 1106.4.2 MINIMUM EXHAUST RATES~~

~~REFRIGERANT~~	~~Q(m/sec)~~	~~Q(cfm)~~
~~R32~~	~~15.4~~	~~32,600~~
~~R143~~	~~13.6~~	~~28,700~~
~~R444A~~	~~6.46~~	~~13,700~~
~~R444B~~	~~10.6~~	~~22,400~~
~~R445A~~	~~7.83~~	~~16,600~~
~~R446A~~	~~23.9~~	~~50,700~~
~~R447A~~	~~23.8~~	~~50,400~~
~~R451A~~	~~7.04~~	~~15,000~~
~~R451B~~	~~7.05~~	~~15,000~~
~~R1234yf~~	~~7.80~~	~~16,600~~
~~R1234ze(E)~~	~~5.92~~	~~12,600~~

~~1106.4.3 Emergency ventilation system discharge~~.
~~The emergency ventilation system point of discharge to the atmosphere shall be located outside of the structure at not less than 15 feet (4572 mm) above the adjoining grade level and not less than 20 feet (6096 mm) from any window, *ventilation* opening or *exit*.~~

1106.4.3 Mechanical ventilation.
The machinery room shall have a mechanical ventilation system complying with ASHRAE 15.

TABLE 1107.4 REFRIGERANT PIPE

PIPING MATERIAL	STANDARD
Aluminum tube	ASTM B210/ASTM B210M, ASTM B491/B491M
Brass (copper alloy) pipe	ASTM B43
Copper linesets	ASTM B280, ASTM B1003
Copper pipe	ASTM B42, ASTM B302
Copper tube[a]	ASTM B68, ASTM B75, ASTM B88, ASTM B280, ASTM B819
Steel pipe[b]	ASTM A53, ASTM A106, ASTM A333
Steel tube	ASTM A254, ASTM A334

a. Soft annealed copper tubing larger than $1^3/_8$-inch (35 mm) O.D. shall not be used for field-assembled refrigerant piping unless it is protected from mechanical damage.
b. ASTM A53, Type F steel pipe shall ~~not be used for refrigerant lines having an operating temperature less than -20°F (-29°C).~~ only be permitted for discharge lines in pressure relief systems.

TABLE 1107.5 REFRIGERANT PIPE FITTINGS

FITTING MATERIAL	STANDARD
Aluminum	ASTM B361
~~Brass (copper alloy)~~	~~ASME B16.15, ASME B16.24~~
Copper and Copper Alloy (Brass)	ASME B16.15, ASME B16.18, ASME B16.22, ASME B16.24, ASME B16.26, ASME B16.50
Steel	ASTM A105, ASTM A181, ASTM A193, ASTM A234, ASTM A420, ASTM A707

1107.7 Flexible connectors, expansion and vibration compensators. Flexible connectors and expansion and vibration control devices shall be *listed* and *labeled* for use in refrigerant systems and pressures for which the components are installed.

1109.2.2 Refrigerant pipe enclosure. Refrigerant piping shall be protected by locating it within the building elements or within protective enclosures.
Exception: Piping protection within the building elements or protective enclosure shall not be required in any of the following locations:

1. Where installed without ready access or located more than 7 feet 3 inches (2210 mm) above the finished floor.
2. Where located within 6 feet (1829 mm) of the refrigerant unit or *appliance*.
3. Where located in a *machinery room* complying with Section 1105.
4. Outside the building:
   4.1 Protected from damage from the weather, including, but not limited to, hail, ice, and snow loads and
   4.2 Protected from damage within the expected foot or traffic path or
   4.3 Outside, underground, installed not less than 8 inches (200 mm) below finished grade and protected against corrosion.

1109.2.3 Prohibited locations. Refrigerant piping shall not be installed in any of the following locations:
1. Exposed within a fireresistance-rated exit access corridor.
2. Exposed w~~W~~ithin an interior exit stairway.
3. Within an interior exit ramp.
4. Within an exit passageway.
5. Within an elevator, dumbwaiter or other shaft containing a moving object.

1109.2.6 Exposed piping surface temperature. Exposed piping with ready access to nonauthorized personnel having surface temperatures greater than 120°F (49°C) or less than 5°F (-15°C) shall be protected from contact or shall have thermal insulation that limits the exposed insulation surface temperature to a range of 5°F (-15°C) to 120°F (49°C).

1109.2.7 Pipe identification. Refrigerant pipe located in areas other than the room or space where the refrigerating *equipment* is located shall be identified. The pipe identification shall be located at intervals not exceeding 20 feet (6096 mm) on the refrigerant piping or pipe insulation. The minimum height of lettering of the identification label shall be $^1/_2$ inch (12.7 mm). The identification shall indicate the refrigerant designation and safety group classification of refrigerant used in the piping system. For Group A2L and B2L refrigerants, the identification shall also include the following statement: "WARNING – Risk of Fire. Flammable Refrigerant." For Group A2, A3, B2 and B3 refrigerants, the identification shall also include the following statement: "DANGER—Risk of Fire or Explosion. Flammable Refrigerant." For any Group B refrigerant, the identification shall also include the following statement: "DANGER—Toxic Refrigerant."

1109.3 Installation requirements for Group A2L, A2, A3, ~~or~~ B2L , B2, or B3 refrigerant. Piping systems using Group A2L, A2, A3, ~~or~~ B2L , B2, or B3 refrigerant shall comply with the requirements of Sections 1109.3.1 and 1109.3.2.

1109.3.1 Pipe protection. In addition to the requirements of Section 305.5, aluminum, copper and steel tube used for Group ~~A2L~~ A2, A3, ~~and~~ B2L , B2, and B3 refrigerants and located in concealed locations where tubing is installed in studs, joists, rafters or similar member spaces, and located less than $1^1/_2$ inches (38 mm) from the nearest edge of the member, shall be continuously protected by shield plates. Protective steel shield plates having a minimum thickness of 0.0575 inch (1.46 mm) (No. 16 gage) shall cover the area of the tube plus the area extending not less than 2 inches (51 mm) beyond both sides of the tube.

1109.3.2 Shaft ventilation. Refrigerant pipe shafts with systems using Group A2L or B2L refrigerant shall be naturally or mechanically ventilated. Refrigerant pipe shafts with one or more systems using any Group A2, A3, B2, or B3 refrigerant shall be continuously mechanically ventilated and shall include a refrigerant detector. The shaft ventilation exhaust outlet shall comply with Section 501.3.1. Naturally ventilated shafts shall have a pipe, duct or conduit not less than 4 inches (102 mm) in diameter that connects to the lowest point of the shaft and extends to the outdoors. The pipe, duct or conduit shall be level or pitched downward to the outdoors. Mechanically ventilated shafts shall have a minimum airflow velocity in accordance with Table 1109.3.2. The mechanical ventilation shall be continuously operated or activated by a refrigerant detector. Systems utilizing a refrigerant detector shall activate the mechanical ventilation at a maximum refrigerant concentration of 25 percent of the lower flammable limit of the refrigerant. The detector, or a sampling tube that draws air to the detector, shall be located in an area where refrigerant from a leak will concentrate. The shaft shall not be required to be ventilated for double-wall refrigerant pipe where the interstitial space of the double-wall pipe is vented to the outdoors.

~~**1109.4 Installation requirements for Group A2, A3, B2 or B3 refrigerant.** Piping systems using Group A2, A3, B2 or B3 refrigerant shall comply with the requirements of Sections 1109.4.1 and 1109.4.2.~~

~~**1109.4.1 Piping material.** Piping material for Group A2, A3, B2 or B3 refrigerant located inside the building, except for *machinery rooms*, shall be copper pipe, brass pipe or steel pipe. Pipe joints located in areas other than the *machinery room* shall be welded. Self-contained *listed* and *labeled* *equipment* or *appliances* shall have piping material based on the listing requirements.~~

~~**1109.4.2 Shaft ventilation.** Refrigerant pipe shafts with systems using Group A2, A3, B2 or B3 refrigerant shall be continuously mechanically ventilated. The shaft ventilation exhaust outlet shall comply with Section 501.3.1. Mechanically ventilated shafts shall have a minimum airflow velocity as specified in Table 1109.3.2. The shaft shall not be required to be ventilated for double-wall refrigerant pipe where the interstitial space of the double-wall pipe is vented to the outdoors.~~

~~**1109.7 Condensate control**. Refrigerating piping and fittings that, during normal operation, will reach a surface temperature below the dew point of the surrounding air, and are located in spaces or areas where condensation has the potential to cause a safety hazard to the building occupants, structure, electrical *equipment* or any other *equipment* or *appliances*, shall be insulated or protected in an *approved* manner to prevent damage from condensation.~~

1110.3 Test gases. The medium used for pressure testing the refrigerant system shall be one of the following inert gases: oxygen-free nitrogen, helium, ~~or~~ argon or premixed nonflammable oxygen-free nitrogen with a tracer gas of hydrogen or helium. For R-744 refrigerant systems, carbon dioxide shall be allowed as the test medium. For R-718 refrigerant systems, water shall be allowed as the test medium. ~~Oxygen, air, combustible gases and mixtures containing such gases shall not be used as a test medium. Systems erected on the premises with tubing not exceeding $^5/_8$ inch (15.9 mm) outside diameter shall be allowed to use the refrigerant identified on the nameplate label or marking as the test medium.~~

1110.3.1 Test gases not permitted. Oxygen, air, refrigerants other than those identified in Section 1110.3, combustible gases and mixtures containing such gases shall not be used as the pressure test medium.

1110.5 Piping system strength test ~~pressure test and leak test~~. Refrigerating system components and refrigerant piping shall be tested in accordance with ASME B31.5 or this section. Separate tests for isolated portions of the system are permitted provided that all required portions are tested at least once. Pressurize with test gas for a minimum of 10 minutes to not less than the lower of (a) the lowest design pressure for any system component, or (b) the lowest value of set pressure for any pressure relief devices in the system. The design pressures for determination of test pressure shall be the pressure identified on the label nameplate of the condensing unit, compressor, compressor unit, pressure vessel, or other system component with a nameplate. A passing test result shall have no rupture or structural failure of any system component or refrigerant piping. Refrigerant piping and tubing greater than 3/4 inches in diameter shall be tested in accordance with ASHRAE 15.

~~The refrigerant piping system shall be tested as a whole or separate tests shall be conducted for the low-pressure side and high-pressure side of the piping system. The refrigerant piping system shall be tested in accordance with both of the following methods:~~

1. ~~The system shall be pressurized for a period of not less than 60 minutes to not less than the lower of the design pressures or the setting of the pressure relief device(s). The design pressures for testing shall be the pressure listed on the label nameplate of the condensing unit, compressor, compressor unit, pressure vessel or other system component with a nameplate. Additional test gas shall not be added to the system after the start of the pressure test. The system shall not show loss of pressure on the test pressure measuring device during the pressure test. Where using refrigerant as a test medium in accordance with Section 1110.3, the test pressure shall be not less than the saturation dew point pressure at 77°F (25°C).~~
2. ~~A vacuum of 500 microns shall be achieved. After achieving a vacuum, the system shall be isolated from the vacuum pump. The system pressure shall not rise above 1,500 microns for a period of not less than 10 minutes.~~

~~**1110.5.2 Limited charge systems.** Limited charge systems with a pressure relief device, erected on the premises, shall be tested at a pressure not less than one and one-half times the pressure setting of the relief device. *Listed* and *labeled* limited charge systems shall be tested at the *equipment* or *appliance* design pressure.~~

~~**1110.5.1 Joints and refrigerant-containing parts in air ducts.** Joints and all refrigerant-containing parts of a refrigerating system located in an airduct of an air-conditioning system that conveys conditioned air to and from human-occupied spaces shall be tested at a pressure of 150 percent of the higher of the design pressure or pressure relief device setting.~~

~~**1110.6 Booster compressor.** Where a compressor protected by a pressure relief device is used as a booster to obtain an intermediate pressure, and such compressor discharges into the suction side of another compressor, the booster compressor shall be considered to be a part of the low- pressure side of the system.~~

~~**1110.7 Centrifugal/nonpositive displacement compressors.** Where testing systems using centrifugal or other nonpositive displacement compressors, the entire system shall be considered to be the low-pressure side for test purposes.~~

CHAPTER 15: REFERENCED STANDARDS

ASHRAE

ASHRAE
1791 Tullie Circle NE
Atlanta, GA 30329

15-2022	Safety Standard for Refrigeration Systems
34-2022	Designation and Safety Classification of Refrigerants

ASTM

ASTM International
100 Barr Harbor Drive, P.O. Box C700
West Conshohocken, PA 19428

A333-18	Standard Specification for Seamless and Welded Steel Pipe for Low-Temperature Service and other Applications with required Notch Toughness

UL

UL LLC
333 Pfingsten Road
Northbrook, IL 60062-2096

UL/CSA 60335-2-40—~~17~~ 2022	Household and Similar Electrical Appliances—Safety—Part 2-40: Particular Requirements for Electrical Heat Pumps, Air-Conditioners and Dehumidifiers
UL/CSA 60335-2-89—~~17~~ 2021	Household and Similar Electrical Appliances—Safety—Part 2-89: Particular Requirements for Commercial Refrigerating Appliances with an Incorporated or Remote Refrigerant Unit or Compressor



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Based on the
2021 International Residential Code®

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CHAPTER 14: HEATING AND COOLING EQUIPMENT AND APPLIANCES

SECTION M1404—REFRIGERATION COOLING EQUIPMENT

M1404.1 Compliance. Refrigeration cooling *equipment* shall be *listed* and *labeled* in accordance with UL 484, UL 1995 or UL/CSA 60335-2-40.

SECTION M1411—HEATING AND COOLING EQUIPMENT

M1411.1 Approved refrigerants. Refrigerants used in direct refrigerating systems shall conform to the applicable provisions of ANSI/ASHRAE 34.

M1411.2 Refrigeration system listing. Refrigeration systems using Group A2L refrigerants shall be listed and labeled to UL/CSA 60335-2-40. Refrigeration systems using Group A1 refrigerants shall be listed to UL/CSA 60335-2-40 or UL 1995. The equipment shall be installed in accordance with the listing.

M1411.3 Refrigeration system installation. Refrigeration systems shall be installed in accordance with the manufacturer's installation instructions. After installation, the manufacturer's installation instructions, owner's manuals, service manuals and any other product literature provided with the equipment shall be attached to the indoor unit or left with the homeowner.

M1411.4 Field-installed accessories. Field-installed accessories shall be installed in accordance with the accessory and equipment manufacturer's installation instructions. Accessories installed in the ductwork of Group A2L refrigeration systems shall not contain electric heating elements, open flames, or devices switching electrical loads greater than 2.5 kVA.

M1411.5 Signs and identification. Each refrigeration system using Group A2L refrigerant shall have the following information legibly and permanently indicated on a markable label provided by the equipment manufacturer.

1. Contact information of the responsible company that installed the refrigeration system.
2. The system refrigerant charge and the refrigerant number.

M1411.6 Refrigerant charge. Refrigeration systems shall have refrigerant charge in compliance with the equipment manufacturer's installation instructions and the requirements of the listing. Group A2L refrigerant charge for an individual refrigeration system shall not exceed 34.5 pounds (15.7 kg).

M1411.7 Group A2L refrigerant piping testing. The piping system containing Group A2L refrigerant shall be tested in accordance with the manufacturer's installation instructions and the requirements of the listing.

[Sections M1411.2 – 1411.9 become Sections 1411.8 – 1411.15.]

SECTION M1412—ABSORPTION COOLING EQUIPMENT

M1412.1 Listed equipment. Absorption systems shall be installed in accordance with the manufacturer's instructions. Absorption *equipment* shall be *listed* and *labeled* in accordance with UL 1995 or UL/CSA 60335-2-40.

CHAPTER 20: BOILERS AND WATER HEATERS

SECTION M2006—POOL HEATERS

M2006.1 General. Pool and spa heaters shall be installed in accordance with the manufacturer's installation instructions. Oil-fired pool heaters shall be *listed* and *labeled* in accordance with UL 726. Electric pool and spa heaters shall be listed and *labeled* in accordance with UL 1261. Pool and spa heat pump water heaters shall be *listed* and *labeled* in accordance with UL 1995 or UL/CSA/ANCE 60335-2-40.

CHAPTER 44: REFERENCED STANDARDS

ASHRAE

ASHRAE
180 Technology Parkway
Peachtree Corners, GA 30092

ASHRAE 34-2022	Designation and Safety Classification of Refrigerants

UL

UL LLC
333 Pfingsten Road
Northbrook, IL 60062-2096

UL/CSA 60335-2-40—~~17~~ 2022	Household and Similar Electrical Appliances—Safety—Part 2-40: Particular Requirements for Electrical Heat Pumps, Air-Conditioners and Dehumidifiers

ORDINANCE NO. O-2025-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AMENDING CHAPTER 6, "BUILDINGS AND STRUCTURES", OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS BY AMENDING THE 2021 EDITIONS OF THE INTERNATIONAL BUILDING CODE, INTERNATIONAL MECHANICAL CODE, INTERNATIONAL FIRE CODE AND INTERNATIONAL RESIDENTIAL CODE, BY UPDATING AND AMENDING THE PROVISIONS RELATED REFRIGERANTS AND HEATING AND COOLING EQUIPMENT, INCLUDING FLAMMABLE GAS, OCCUPANCY AND STORAGE REQUIREMENTS, HOUSEHOLD AND ELECTRICAL APPLIANCES AND BOILERS AND WATERHEATERS, BY ADOPTING CURRENT REGULATIONS REGARDING SUCH SUBJECTS CONTAINED IN THE 2024 EDITIONS OF SUCH INTERNATIONAL CODES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, Texas Local Government Code Section 51.072(b) provides that the grant of powers to a municipality under the Texas Local Government Code does not prevent, by implication or otherwise, the municipality from exercising the authority incident to local self-government; and

WHEREAS, Section 1 of the Tyler City Charter states that the City of Tyler may make any and all rules and regulations by ordinances and resolutions; and

WHEREAS, Section 1 of the Tyler City Charter provides that the City of Tyler may define, prohibit, abate, suppress and prevent all things detrimental to the health, morals, comfort, safety, convenience and welfare of the inhabitants of the City, and all nuisances and causes thereof; and

WHEREAS, Section 1 of the Tyler City Charter states that the City of Tyler may make and enforce local police, sanitary, and other regulations, and may pass such ordinances as may be expedient for maintaining and promoting the peace, good government and welfare of the City, and for the performance of the functions thereof; and

WHEREAS, Section 1 of the Tyler City Charter provides that the City shall have all powers that now are, or hereafter may be granted to municipalities by the constitution or laws of

Texas, and that all such powers, whether expressed or implied, shall be exercised and enforced, in the manner prescribed by the Charter, or when not prescribed in the Charter, in such manner as shall be provided by ordinances or resolutions of the City Council; and

WHEREAS, Section 1 of the Tyler City Charter provides that the City may license and regulate persons, corporations, and associations engaged in any business, occupation, profession or trade; and

WHEREAS, Section 2 of the Tyler City Charter states that the enumeration of particular powers by the Charter shall not be held or deemed to be exclusive, but in addition to the powers enumerated in the Charter, the City shall have, and may exercise all other powers which, under the constitution and laws of Texas, it would be competent for the Charter specifically to enumerate; and

WHEREAS, Section 6 of the Tyler City Charter states that pursuant to the provisions of and subject only to the limitations imposed by the State law and the Charter, all powers of the City shall be vested in an elective Council, which shall, among other duties, enact legislation; and

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

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

WHEREAS, Texas Local Government Code Section 214.216(a) adopts the International Building Code as it existed on May 1, 2012, as the municipal commercial building code in the State; and

WHEREAS, Texas Local Government Code Section 214.216(b) states that the International Building Code applies to any alteration, remodeling, enlargement, and repair of those commercial buildings; and

WHEREAS, Texas Local Government Code Section 214.216(c) also provides that a municipality may establish procedures to adopt local amendments to the International Building Code, as well as for the administration and enforcement of the International Building Code; and

WHEREAS, on 10/25/2023, the City Council adopted Ordinance No. 0-2023-109 amending Tyler City Code Chapter 6 by adopting the 2021 International Building Code with amendments; and

WHEREAS, on 10/25/23, the City Council adopted Ordinance No. O-2023-103 amending Tyler City Code Chapter 6 by adopting the 2021 International Mechanical Code with amendments; and

WHEREAS, on 10/25/2023, the City Council adopted Ordinance No. O-2023-112 amending Tyler City Code Chapter 6 by adopting the 2021 International Fire Code with amendments; and

WHEREAS, Texas Local Government Code Section 214.212(a) adopts the International Residential Code as the standard municipal residential building Code in the State; and

WHEREAS, Texas Local Government Code Section 214.212(b) states that the International Residential Code applies to all construction, alteration, remodeling, enlargement, and repair of residential structures in a municipality; and

WHEREAS, Texas Local Government Code Section 214.212(c) states that municipalities may establish procedures to adopt local amendments to the International Residential Code, as well as for the administration and enforcement thereof; and

WHEREAS, on 10/25/23, the City Council adopted Ordinance No. O-2023-104 amending Tyler City Code Chapter 6 by adopting the 2021 International Residential Code with amendments; and

WHEREAS, it is important to update and amend provisions in the above referenced International Codes related to refrigerants and heating and cooling equipment, including flammable gas, occupancy and storage requirements, household and electrical appliances and boilers and waterheaters; and

WHEREAS, on 5/7/25, the Construction Board of Adjustment and Appeals voted to recommend adoption of the Ordinance amendments to the City Council;

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

PART 1: That Tyler City Code Chapter 6, "Buildings and Structures", Article I., "Building Code, is hereby amended by amending Section 6-2 to read as follows:

Sec. 6-2. Amendments to building code.

The 2021 International Building Code, as adopted in Section 6-1, is hereby amended as follows:

Current Subsections a. through j. No changes.

k.Delete current Table 307.1(1), "MAXIMUM ALLOWABLE QUANTITY PER CONTROL AREA OF HAZARDOUS MATERIALS POSING A PHYSICAL HAZARD" in its entirety, and replace with TABLE 307.1(1), "MAXIMUM ALLOWABLE QUANTITY PER CONTROL AREA OF HAZARDOUS MATERIALS POSING A PHYSICAL HAZARD" of the 2024 International Building Code as promulgated by the International Code Council (ICC). (Ord. No. O-2025-__; 5/28/25)

l. .Delete current Section 307.4., “High-hazard Group H-2” in its entirety, and replace with Section 307.4, High-hazard Group H-2” of the 2024 International Building Code as promulgated by the International Code Council (ICC). (Ord. No. O-2025-__; 5/28/25)

m.Delete current Section [F] 414.2.5, “Hazardous material in Group M display and storage areas in Group M display and in Group 3 storage areas” in its entirety, and replace with [F], Hazardous material in Group M display and storage areas and in Group S storage areas” of the 2024 International Building Code as promulgated by the International Code Council (ICC). (Ord. No. O-2025-__; 5/28/25)

n. .Amend Section 414 by adding Section 414..2.5.4, “Flammable Gas” of the 2024 International Building Code as promulgated by the International Code Council (ICC). (Ord. No. O-2025-__; 5/28/25)

o Amend Section 414 by adding Table 414.2.5.4, “MAXIMUM ALLOWABLE QUANTITY OF LOW BURNING VELOCITY CATEGORY 1B FLAMMABLE GAS IN GROUP M AND S OCCUPANCIES PER CONTROL AREA” of the 2024 International Building Code as promulgated by the International Code Council (ICC). (Ord. No. O-2025-__; 5/28/25)

p. .Delete current Table 415.5.1, “MAXIMUM ALLOWABLE QUANITY PER CONTROL AREA OF HAZARDOUS MATERIALS POSING A PHYSICAL HAZARD” in its entirety, and replace with Table 415.1.1, “MAXIMUM ALLOWABLE QUANTITY PER CONTROL AREA OF HAZARDOUS MATERIALS POSING A PHYSICAL HAZARD” of the 2024 International Building Code as promulgated by the International Code Council (ICC). (Ord. No. O-2025-__; 5/28/25)

Current Subsections l. through q.. are hereby re-numbered as New Subsections q. through v., with no other changes.

(Ord. No. O-93-46, Pt. 2, 7-12-93; Ord. No. O-93-68, Pt. 2, 9-8-93; Ord No. O-93-83, Pt. 1, 10-1-93) (Ord. No. 0-96-2000, 4/4/96) (Ord. No. 0-2001-59, 12/5/2001) (Ord. No. 0-2005-88; 10/26/05) (Ord. No. 0-2006-101; 12/13/06) (Ord. No. 0-2011-42, 5/25/11) (Ord. No. O-2018-9; 1/24/18) (Ord. No. 0-2021-24; 3/24/21)(Ord. No. O-2022-83; 8/24/2022) (Ord. No. O-2023-109; 10/25/23) (Ord. No. O-2025-__; 5/28/25)

PART 2: That Tyler City Code Chapter 6, “Buildings and Structures”, Article V., “Mechanical Code”, is hereby amended by amending Section 6-81 to read as follows:

Sec. 6-81. Amendments to Mechanical Code.

The 2021 International Mechanical Code, as adopted in Section 6-80, is hereby amended as follows:

Current Subsections a. through h. No changes.

__.

i.Delete current Chapter 11, “Refrigeration”, in its entirety and replace with Chapter 11, “Refrigeration”, of the 2024 International Mechanical Code, as promulgated by the International Code Council (ICC). (Ord. No. O-2025-__; 5/28/25)

j. Amend Chapter 15, “REFERENCED STANDARDS”, ASHRAE, by adopting a new Section 15-2002, “Safety Standard for Refrigeration Systems”, of the 2024 International Mechanical Code, as promulgated by the International Code Council (ICC). (Ord. No. O-2025-__; 5/28/25)

k. Amend Chapter 15, “REFERENCED STANDARDS’, “ASHRAE”, by adopting a new Section 34-2022, “Designation of Safety Classification of Refrigerants”, of the 2024 International Mechanical Code, as promulgated by the International Code Council (ICC). (Ord. No. O-2025-__; 5/28/25)

l. Amend Chapter 15, “REFERENCED STANDARDS”, “ASTM”, by adopting a new Section A333-18, “Standard Specifications for Seamless and Welded Steel Pipe for Low-Temperature Service and other Applications with required Notch Toughness”, of the 2024 International Mechanical Code, as promulgated by the International Code Council (ICC). (Ord. No. O-2025-__; 5/28/25)

m. Chapter 15, “REFERENCED STANDARDS”, “UL”, is hereby amended by re-numbering current Section UL/CSA 603352-40-17, “Household and Similar Electrical Appliances-Safety-Part 2-40: Particular requirements for Electrical Heat Pumps, Air-Conditioners and Dehumidifiers”, as new Section UL/CSA 60335-2-40-2022, with no other changes, as set forth in the 2024 International Mechanical Code, as promulgated by the International Code Council (ICC). (Ord. No. O-2025-__; 5/28/25)

n. Chaptter15, ”REFERENCED STANDARDS”, “UL” is hereby amended by re-numbering current Section UL/CSA 60335-2-89-17, “Household and Similar Electrical Appliances-Safety-Part 2-89: Particular Requirements for Commercial Refrigerating Appliances with an Incorporated or Remote Refrigerant Unit or Compressor”, as new Section UL/CSA 60335-2-89-2021, within no other changes, as set forth in the International Mechanical Code, as promulgated by the International Code Council (ICC). (Ord. No. O-2025-__; 5/28/25)

Current Subsections i. through j. are hereby re-numbered as New Subsections o. and p., with no other changes.

(Ord. No. O-93-08, Pt. 3, 2-16-93; Ord. No. O-93-17, Pt. 1, 4-2-93; Ord. No. O-93-83, Pt. 2, 10-1-93) (Ord. No. 0-96-35, 4-24-96) (Ord. No. 0-2001-61, 12-5-2001) (Ord. No. 0-2007-9, 1/24/07) (Ord. No. 0-2016-17; 2/24/16) (Ord. No. O-2018-13; 1/24/18) (Ord. No. O-2019-72; 8/28/19) (Ord. No. O-2023-103;10/25/23) (Ord. No. O-2025-__; 5/28/25)

PART 3: That Tyler City Code Chapter 6, "Buildings and Structures", Article VIII., "Fire Prevention", is hereby amended by amending Section 6-123 to read as follows:

Sec. 6-123. Fire Code-Amendments.

The 2021 International Fire Code, as adopted in Section 6-122, is hereby amended as follows:

Current Subsections a. through l.. No changes.

m. Amend the current Definition of Flammable Gas in Chapter 2 to read as set forth in the 2024 Edition of the International Fire Code as promulgated by the International Code Council (ICC), with no other changes to the Definitions in Chapter 2. (Ord. No. O-2025-__; 5/28/25)

Re-number current Subsections m. through p. as New Subsections n. through q,. with no other changes.

r.Amend current Section [M}608.17, "Electrical equipment" to read as set forth in the 2024 Edition of the International Fire Code as promulgated by the International Code Council (ICC), (Ord. No. O-2025-__; 5/28/25)

s.Delete current Section [M]608.18, "Special requirements for Group A2L refrigerant machinery rooms" in its entirety and replace with Section [M]608.18, "Group A2L and B2L Refrigerants" of the 2024 International Fire Code as promulgated by the International Code Council (ICC),. (Ord. No. O-2025-__; 5/28/25)

t. Delete current Section 608.18.1, "Ventilation system activation" in its entirety and replace with Section [M]608.18.1, Electrical Temperatures" of the 2024 International Fire Code as promulgated by the International Code Council (ICC). Ord. No. O-2025-__; 5/28/25)

u.Delete current Section [M]608.18.2, "Emergency ventilation system" in its entirety, and replace with Section [M]608.18.2, "Refrigerant Detector" of the 2024 International Fire Code. as promulgated by the International Code Council (ICC), (Ord. No. O-2025-__; 5/28/25)

v.Delete current Section [M]608.18.3, "Emergency ventilation system discharge", and reolace with Section [M]608.18.3, "Mechanical ventilation" of the 2024 International Fire Code as promulgated by the International Code Council (ICC). (Ord. No. O-2025-__; 5/28/25)

w.Amend current [M] TABLE 608.18.2, as TABLE 608.18.2 “GROUP A2L and B2L DETECTOR ACTIVATION” and to read as set forth in the 2024 International Fire Code as promulgated by the International Code Council (ICC). (Ord. No. O-2025-__; 5/28/25)

x.Amend current TABLE 911.1, “EXPLOSION CONTROL REQUIREMENTS” to read as set forth in the 2024 International Fire Code as promulgated by the International Code Council (ICC). (Ord. No. O-2025-__; 5/28/25)

Re-number current Subsections q. through u. as New Subsections y. through cc., with no other changes.

dd..Amend current Section 3307.2.1, “Pipe cleaning and purging”, to read as set forth in the 2024 International Fire Code as promulgated by the International Code Council (ICC). (Ord. (Ord. No. O-2025-__; 5/28/25)

ee.Amend TABLE 5003.1.1(1), “MAXIMUM ALLOWABLE QUANTITY PER CONTROL AREA OF HAZARDOUS MATERIALS POSING A PHYSICAL HAZARD” to read as set forth in the 2024 International Fire Code as promulgated by the International Code Council (ICC). (Ord. No. O-2025-__; 5/28/25)

ff.Amend TABLE 5003.1.1(3), “MAXIMUM ALLOWABLE QUANTITY PER CONTROL AREA OF HAZARDOUS MATERIALS POSING A PHYSICAL HAZARD” IN AN OUTDOOR CONTROL AREA”, to read as set forth in the 2024 International Fire Code as promulgated by the International Code Council (ICC). (Ord. No. O-2025-__;__/__/25) (Ord. No. O-2025-__; 5/28/25)

gg.Amend current Section 5003.8.3.5, “Hazardous materials in Group M display and storage areas and in Group S Storage areas”, to read as set forth in the 2024 International Fire Code as promulgated by the International Code Council (ICC). (Ord. No. O-2025-__; 5/28/25)

hh.Adopt a new Section 5003.8.3.5.4, “Flammable gas”, to read as set forth in the 2024 International Fire Code as promulgated by the International Code Council (ICC). (Ord. No. O-2025-__; 5/28/25)

ii.Amend current Section 5003.8.11 to read as “Maximum allowable quantity for Group M storage and display and Group S storage and display:”, and to read as set forth in the 2024 International Fire Code as promulgated by the International Code Council (ICC). (Ord. No. O-2025-__; 5/28/25)

jj.Amend current section 5003.11.1.1 to read as set forth in the 2024 International Fire Code as promulgated by the International Code Council (ICC). (Ord. No. O-2025-__; 5/28/25)

kk.Re-number current Section 5003.11.3.1, “Density”, as new Section 5003.11.1.1.1, with no other changes, to read as set forth in the 2024 International Fire Code as promulgated by the International Code Council (ICC). (Ord. No. O-2025-__; 5/28/25)

ll.Re-number current Section 5003.11.3.2, “Storage and display height”, as new Section 5003.11.1.1.2, with no other changes, to read as set forth in the 2024 International Fire Code as promulgated by the International Code Council (ICC). (Ord. No. O-2025-__; 5/28/25)

mm.Re-number current Section 5003.11.3.3, “Container location” as new Section 5003.11.1.1.3, with no other changes, to read as set forth in the 2024 International Fire Code as promulgated by the International Code Council (ICC). (Ord. No. O-2025-__; 5/28/25)

nn.Re-number current Section 5003.11.3.4, “Racks and shelves”, new Section 5003.11.1.1.4, with no other changes, to read as set forth in the 2024 International Fire Code as promulgated by the International Code Council (ICC). (Ord. No. 0-2025-__; __/__/25) (Ord. No. O-2025-__; 5/28/25)

oo,.Re-number current Section 5003.11.3.5, “Container type”, as new Section 5003.11.1.1.5, with no other changes, to read as set forth in the 2024 International Fire Code as promulgated by the International Code Council (ICC). (Ord. No. O-2025-__; 5/28/25)

pp.Re-number current Section 5003.11.3.6, “Container size”, as new Section 5003.11.1.1.6, with no other changes, to read as set forth in the 2024 International Fire Code as promulgated by the International Code Council (ICC). (Ord. No. O-2025-__; 5/28/25)

qq.Re-number current Section 5003.11.3.7, “Incompatible materials” as new Section 5003.11.1.1.7, with no other changes, to read as set forth in the 2024 International Fire Code as promulgated by the International Code Council (ICC). (Ord. No. O-2025-__; 5/28/25)

rr.Re-number current Section 5003.11.3.8, "Floors", as new Section 5003.11.1.1.8, with no other changes, to read as set forth in the 2024 International Fire Code as promulgated by the International Code Council (ICC). (Ord. No. O-2025-__; 5/28/25)

ss,.Re-number current Section 5003.11.3.9, "Aisles", as new Section 5003.11.1.1.9, with no other changes, to read as set forth in the 2024 International Fire Code as promulgated by the International Code Council (ICC). (Ord. No. O-2025-__; 5/28/25)

tt.Re-number current Section 5003.11.3.10, "Signs", as new Section 5003.11.1.1.10, with no other changes, to read as set forth in the 2024 International Fire Code as promulgated by the International Code Council (ICC). (Ord. No. O-2025-__; 5/28/25)

uu.Re-number current Section 5003.11.3.11, "Storage plan", as new Section 5003.11.1.1.11, with no other changes, to read as set forth in the 2024 International Fire Code as promulgated by the International Code Council (ICC). (Ord. No. O-2025-__; 5/28/25)

vv.Adopt a new Section 5003..11.2, "Category 1B flammable gas with low burning velocity", to read as set forth in the 2024 International Fire Code as promulgated by the International Code Council (ICC). (Ord. No. O-2025-__; 5/28/25)

ww.Adopt a new TABLE 503.11.2, "MAXIMUM ALLOWABLE QUANTITY OF LOW BURNING VELOCITY CATEGORY 1B FLAMMABLE GAS IN GROUP M AND S OCCUPANCIES PER CONTROL AREA", to read as set forth in the 2024 International Fire Code as promulgated by the International Code Council (ICC). (Ord. No. O-2025-__; 5/28/25)

xx.Adopt a new Section 5003..11.2.1, "Fire protection and storage arrangements", to read as set forth in the 2024 International Fire Code as promulgated by the International Code Council (ICC). (Ord. No. O-2025-__; 5/28/25)

Re-number Current Subsections v through z. and New Subsections yy. through ccc,, with no other changes.

(Ord. No. O-93-08, Pt. 3, 2-16-93; Ord. No. O-93-17, Pt. 1, 4-2-93; Ord. No. O-93-83, Pt. 2, 10-1-93) (Ord. No. 0-96-35, 4-24-96) (Ord. No. 0-2001-61, 12-5-2001) (Ord. No. 0-2007-9, 1/24/07) (Ord. No. 0-2016-17; 2/24/16) (Ord. No. O-2018-13; 1/24/18) (Ord. No. O-2019-72; 8/28/19) (Ord. No. O-2023-103;10/25/23) (Ord. No. O-2025-__; 5/28/25)

PART 4: That Tyler City Code Chapter 6, "Buildings and Structures", Article IX., "Residential Code", is hereby amended by amending Section 6-151 to read as follows:

Sec. 6-151. Amendments to residential code.

The 2021 International Residential Code, as adopted in Section 6-150, is hereby amended as follows:

Current Subsections a. through o. No changes.

p.Delete current Section M1404, "Compliance" in its entirety, and replace with Section M1404 of the 2024 International Residential Code as promulgated by the International Code Council (ICC). (Ord. No. O-2025-__; 5/28/25)

q.Delete current Section M1411, "Heating and Cooling Requirements", in its entirety, and replace with Section M1411, "Heating and Cooling Requirements" of the 2024 International Residential Code as promulgated by the International Code Council (ICC). (Ord. No. O-2025-__; 5/28/25)

r.Delete current Section M1412., "Approval of Equipment", in its entirety, and replace with Section M1412, "Listed Equipment", of the 2024 International Residential Code as promulgated by the International Code Council (ICC). (Ord. No. O-2025-__; 5/28/25)

s.Delete current Section M2006.1, "General"with Exception, in their entireties ,and replace with Section M2006.1, "General" with Exception, of the 2024 International Residential Code as promulgated by the International Code Council (ICC). (Ord. No. O-2025-__; 5/28/25)

Re-number current Subsection p. as New Subsection t., with no other changes.

u.Delete current Section ASHRAE-34-2019, "Designation and Safety Classification of Refrigerants" in its entirety, and replace with ASHRAE 34-2022 (M14111) (2024 IRC) of the 2024 International Residential Code as promulgated by the International Code Council (ICC). (Ord. No. O-2025-__; 5/28/25)

v.Delete current Section UL/CSA/ANCE 60335-2040-2012: "Standard for Household and Similar Electrical Appliances, Part 2: Particular Requirements for Motor-compressors" in its entirety, and replace with UL/CSA 60335-2-40-20022 2024) IRC, "Household and similar electrical appliances-Part 2-20,: Particular requirements for electric heat pumps, air conditioners and dehumidifiers" (M1402, M1403.1, M1412.1, M1413.1, M2006.1), as promulgated by the 2024 International Residential Code Council (ICC). (Ord. No. O-2025-__; 5/28/25)

Current Subsections q. through r. are hereby re-numbered as New Subsections w. through x., with no other changes.

(Ord. No. O-2007-11; 1/24/07) (Ord. No. O-2013-27; 3/27/13) (Ord. No. O-2016-17; 2/24/16) (Ord. No. O-2018-14; 1/24/18) (Ord. No. O-2019-72; 8/28/19) (Ord. No. 0-2021-24; 3/24/21) (Ord. No. O-2023-104; 10/25/23) (Ord. No. O-2025-__; 5/28/25)

PART 5: That if any provision or any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 6: That any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine as provided in Section 1-4 of the Tyler Code. Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Since this ordinance has a penalty for violation, it shall not become effective until after its publication in the newspaper as provided by Section 85 of the Charter of the City of Tyler, Texas, which date is expected to be May 30, 2025.

PASSED AND APPROVED this the 28th day of May A.D., 2025.

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

A T T E S T:

_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-1

Date: May 28, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute a Capital Improvements Project contract in the amount of $12,624,779 with Taknek, LLC for the Lake Tyler Raw Water Pump Station Improvements Bid No. 25-020, and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

Item Reference:

The Lake Tyler Raw Water Pump Station provides a critical source of raw water to the City's water treatment facilities. The existing Variable Frequency Drives (VFDs), electrical switchgear, and associated infrastructure at the pump station are nearing the end of their useful life and require replacement to ensure continued reliability and efficiency.

This project includes:

Replacement of the existing VFDs with new, approved equipment.
Construction of a new climate-controlled building to house the VFDs and electrical components.
Installation of new electrical switchgear and associated equipment.
Upgraded the electric service and transformer to the pump station.
Installation of a new diesel standby generator for emergency power.
SCADA improvements and integration.
Replace several critical on-site valves.
Site access improvements.

The City Council previously approved the engineering design contract with KSA for this project in September 2023.

Bids for the project were publicly advertised and received on April 8, 2025. Three bids were submitted:
IECONI dba Infrastructure Engineering & Construction, Inc - $9,932,799.56
Taknek, LLC - $12,624,779.00
Gracon Construction, Inc - $16,229,280.00

The apparent low bidder was determined to be IECONI dba Infrastructure Engineering & Construction, Inc; however, upon review by City staff and the project engineer, several issues were identified in their bid submittal, including:

Rounding of bid amounts, which is inconsistent with bidding instructions.
Pricing of Schneider Electric VFDs, which are not an approved manufacturer for VFDs on this project per the specifications.

Due to these discrepancies, the apparent low bid was deemed non-responsive and ineligible for contract award.

The next lowest responsive and responsible bidder was Taknek, LLC, which submitted a complete and compliant bid. Their bid meets all project specifications and includes approved equipment and accurate pricing. Taknek has provided an approved contractor application along with several project references. Through the vetting process, Taknek was determined to be a capable contractor of performing this work in the allowed schedule. Due to the specialized equipment for this project, the construction timeline will be three years.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to execute a Capital Improvements Project contract in the amount of $12,624,779 with Taknek, LLC for the Lake Tyler Raw Water Pump Station Improvements Bid No. 25-020, and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

Attachments:
2025-05-05 102092 (25-020) Award Consideration Letter
102092 Bid Tabulation
05.16.2025 - Lake Tyler Raw Water Pump Improvements Resolution Form

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

Edited/Submitted By:
City Manager

KSA
a Pape-Dawson company

6781 Oak Hill Boulevard
Tyler, TX 75703
903.581.8141

May 5, 2025

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

via email

RE: ***City of Tyler***
Lake Tyler Raw Water Pump Station Improvements
KSA Project No. 102092 / Bid No. 25-020
Award Consideration & Bid Tabulation

Dear Mr. Yanker:

Sealed bids were received for the above referenced project on Tuesday, April 8, 2025 at 2:00 P.M. at the City of Tyler Purchasing Office and then publicly opened and read aloud in the City Council Chambers. A total of three (3) bids were received as shown on the attached bid tabulation.

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

IECONI dba Infrastructure Engineering & Construction, Inc., of Houston, Texas submitted the low total bid in the amount of $9,932,799.56. From the review of the information provided in the proposal, KSA is not able to confirm that the low bidder appears qualified to complete the work required and capable of successfully completing the project. Due to bid irregularities, KSA questioned the Contractor's pricing for several items and revealed that they priced equipment from manufacturers that were not approved for the project.

Taknek, LLC submitted the second low total bid in the amount of $12,624,779.00. From the review of the information provided in the proposal and prior experience with the Contractor, the second low bidder appears qualified to perform the work required and capable of successfully completing the project.

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

Sincerely,

KSA Engineers, Inc.

Blake W Bogenschutz

Blake Bogenschutz, P.E.
Project Manager

BID TABULATION

City of Tyler
Lake Tyler Raw Water Pump Station Improvements
Tyler Bid No. 25-020
KSA Project No. 102092
Bid Date: April 8, 2025

				1 IECONI dba Infrastructure Engineering & Construction, Inc. 2537 S. Gessner Rd. #126 Houston, TX 77063 281.645.6232		2 Taknek, LLC 4400 West Highway 82 Gainesville, TX 76240 940.641.1041		3 Gracon Construction, Inc. 4343 Lasater Rd. Mesquite, TX 75181 972.222.8533	
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID									
1.01	Mobilization, Insurance, and Bonds	LS	1	$308,857.00	$308,857.00	$450,000.00	$450,000.00	$810,000.00	$810,000.00
1.02	Control of Ground Surface Water	LS	1	$31,629.00	$31,629.00	$7,000.00	$7,000.00	$20,000.00	$20,000.00
1.03	Stormwater Pollution Prevention	LS	1	$12,652.00	$12,652.00	$10,000.00	$10,000.00	$17,000.00	$17,000.00
1.04	Site Preparation, Earthwork, and Grading	LS	1	$18,345.00	$18,345.00	$50,000.00	$50,000.00	$40,000.00	$40,000.00
1.05	Concrete Foundation for Electrical and Controls Building	LS	1	$188,120.00	$188,120.00	$150,000.00	$150,000.00	$750,000.00	$750,000.00
1.06	Precast Concrete Electrical and Controls Building	LS	1	$883,738.00	$883,738.00	$890,000.00	$890,000.00	$830,000.00	$830,000.00
1.07	Electrical and Controls Building Ventilation System	LS	1	$175,477.00	$175,477.00	$200,000.00	$200,000.00	$280,000.00	$280,000.00
1.08	6-in C900 PVC Waterline	LF	249	$74.50	*$18,550.50	$70.00	$17,430.00	$270.00	$67,230.00
1.09	1-in SCH 80 PVC Waterline	LF	200	$37.45	*$7,490.00	$30.00	$6,000.00	$120.00	$24,000.00
1.10	Connect to Existing Waterline	EA	4	$3,795.47	*$15,181.88	$7,000.00	$28,000.00	$3,100.00	$12,400.00
1.11	Cut and Plug Existing Waterline	EA	3	$1,265.15	*$3,795.45	$5,000.00	$15,000.00	$1,800.00	$5,400.00
1.12	Waterline Disinfection and Testing	LS	1	$8,224.00	$8,224.00	$10,000.00	$10,000.00	$11,000.00	$11,000.00
1.13	8-in Cement Stabilized Subgrade	SY	485	$36.52	*$17,712.20	$30.00	$14,550.00	$70.00	$33,950.00
1.14	Cement for Stabilized Subgrade	TON	11	$607.27	*$6,679.97	$190.00	$2,090.00	$600.00	$6,600.00
1.15	8-in Concrete Pavement	SY	84	$227.72	*$19,128.48	$150.00	$12,600.00	$200.00	$16,800.00
1.16	6-in HMAC Base Course	SY	308	$56.93	*$17,534.44	$110.00	$33,880.00	$110.00	$33,880.00
1.17	4-in HMAC Surface Course	SY	308	$68.31	*$21,039.48	$90.00	$27,720.00	$80.00	$24,640.00
1.18	4-in Concrete Sidewalk	SY	130	$170.79	*$22,202.70	$110.00	$14,300.00	$240.00	$31,200.00
1.19	Concrete Valley Gutter	SY	32	$204.95	*$6,558.40	$140.00	$4,480.00	$400.00	$12,800.00
1.20	5-ft x 5-ft Area Inlet	EA	2	$7,907.23	*$15,814.46	$5,500.00	$11,000.00	$13,000.00	$26,000.00
1.21	12-in Class III RCP	LF	96	$90.67	*$8,704.32	$90.00	$8,640.00	$230.00	$22,080.00
1.22	12-in Precast Concrete Headwall	EA	1	$6,009.00	$6,009.00	$60,000.00	$60,000.00	$10,000.00	$10,000.00
1.23	Type R Modified Rock Rip-Rap	CY	2	$1,556.14	*$3,112.28	$500.00	$1,000.00	$3,500.00	$7,000.00
1.24	Electrical Switchgear Equipment and Materials	LS	1	$777,875.00	$777,875.00	$1,700,000.00	$1,700,000.00	$1,750,000.00	$1,750,000.00
1.25	Electrical Switchgear Delivery, Handling, Labor, Installation and Commissioning	LS	1	$245,453.00	$245,453.00	$120,000.00	$120,000.00	$150,000.00	$150,000.00
1.26	Variable Frequency Drives Equipment and Materials	LS	1	$675,708.00	$675,708.00	$2,100,000.00	$2,100,000.00	$2,120,000.00	$2,120,000.00
1.27	Variable Frequency Drives Delivery, Handling, Labor Installation, and Commissioning	LS	1	$115,363.00	$115,363.00	$151,889.00	$151,889.00	$200,000.00	$200,000.00
1.28	Electrical Service, Transformer, and Metering Infrastructure Allowance	AL	1	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00
1.29	Electrical Service, Transformer and Metering Improvements	LS	1	$318,207.00	$318,207.00	$300,000.00	$300,000.00	$230,000.00	$230,000.00
1.30	Facility Transformer Improvements	LS	1	$180,413.00	$180,413.00	$330,000.00	$330,000.00	$180,000.00	$180,000.00
1.31	Facility Conduit and Wire	LS	1	$1,377,668.00	$1,377,668.00	$1,200,000.00	$1,200,000.00	$2,850,000.00	$2,850,000.00
1.32	Facility Electrical and Controls	LS	1	$215,330.00	$215,330.00	$560,000.00	$560,000.00	$280,000.00	$280,000.00
1.33	Diesel Standby Generator	LS	1	$1,457,916.00	$1,457,916.00	$1,800,000.00	$1,800,000.00	$1,540,000.00	$1,540,000.00
1.34	Generator Foundation, Access Platforms, and Stairs	LS	1	$150,288.00	$150,288.00	$150,000.00	$150,000.00	$380,000.00	$380,000.00
1.35	Automatic Sliding Intruder-Resistant Chainlink Security Gate	LS	1	$107,971.00	$107,971.00	$30,000.00	$30,000.00	$53,000.00	$53,000.00
1.36	14-ft Wide Double Swing Intruder-Resistant Chainlink Fence Gate	EA	1	$4,049.00	$4,049.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00
1.37	6-ft Wide Intruder-Resistant Chainlink Fence Gate	EA	3	$1,054.29	*$3,162.87	$1,000.00	$3,000.00	$1,200.00	$3,600.00
1.38	Intruder-Resistant Chainlink Fence	LF	820	$46.81	*$38,384.20	$60.00	$49,200.00	$60.00	$49,200.00
1.39	SCADA Improvements and Integration	LS	1	$831,006.00	$831,006.00	$540,000.00	$540,000.00	$590,000.00	$590,000.00
1.40	Blast and Paint Pump Discharge Heads, Piping and Valves	LS	1	$74,510.00	$74,510.00	$60,000.00	$60,000.00	$30,000.00	$30,000.00
1.41	Remove and Replace Raw Water Transmission	LS	1	$14,233.00	$14,233.00	$20,000.00	$20,000.00	$45,000.00	$45,000.00
1.42	Remove and Replace 42-in Butterfly Valve (Buried)	EA	1	$78,808.00	$78,808.00	$70,000.00	$70,000.00	$160,000.00	$160,000.00
1.43	Remove and Replace 36-in Butterfly Valve (Buried)	EA	1	$58,369.00	$58,369.00	$50,000.00	$50,000.00	$110,000.00	$110,000.00
1.44	Remove and Replace 24-in Butterfly Valve (Buried)	EA	1	$32,070.00	$32,070.00	$25,000.00	$25,000.00	$80,000.00	$80,000.00
1.45	Remove and Replace 24-in Butterfly Valve (Exposed)	EA	3	$37,174.96	*$111,524.88	$45,000.00	$135,000.00	$100,000.00	$300,000.00
1.46	Remove and Replace 24-in Check Valve	EA	3	$36,700.57	*$110,101.71	$40,000.00	$120,000.00	$120,000.00	$360,000.00
1.47	Remove and Replace 12-in Pressure Relief and Sustaining Valve	EA	1	$83,435.00	$83,435.00	$95,000.00	$95,000.00	$140,000.00	$140,000.00

BID TABULATION

City of Tyler
Lake Tyler Raw Water Pump Station Improvements
Tyler Bid No. 25-020
KSA Project No. 102092
Bid Date: April 8, 2025

				1 IECONI dba Infrastructure Engineering & Construction, Inc. 2537 S. Gessner Rd. #126 Houston, TX 77063 281.645.6232		2 Taknek, LLC 4400 West Highway 82 Gainesville, TX 76240 940.641.1041		3 Gracon Construction, Inc. 4343 Lasater Rd. Mesquite, TX 75181 972.222.8533	
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.48	Remove and Replace 12-in Surge Anticipator Valve and Control Panel	EA	1	$147,996.00	$147,996.00	$125,000.00	$125,000.00	$180,000.00	$180,000.00
1.49	Remove and Replace 12-in Gate Valve (Buried)	EA	2	$25,328.51	*$50,657.02	$6,000.00	$12,000.00	$40,000.00	$80,000.00
1.50	Remove and Replace 12-in Gate Valve (Exposed)	EA	2	$15,830.91	*$31,661.82	$9,000.00	$18,000.00	$20,000.00	$40,000.00
1.51	Clearing and Grubbing	LS	1	$15,055.00	$15,055.00	$10,000.00	$10,000.00	$20,000.00	$20,000.00
1.52	Revegetate Disturbed Areas	LS	1	$22,773.00	$22,773.00	$30,000.00	$30,000.00	$45,000.00	$45,000.00
1.53	Erosion Control Fabric	SY	50	$43.01	*$2,150.50	$20.00	$1,000.00	$150.00	$7,500.00
1.54	Filter Fabric Fence	LF	300	$13.70	*$4,110.00	$10.00	$3,000.00	$20.00	$6,000.00
1.55	Trench and Excavation Safety Systems	LS	1	$17,080.00	$17,080.00	$20,000.00	$20,000.00	$5,000.00	$5,000.00
1.56	Remove and Dispose of Existing Variable Frequency Drives	LS	1	$29,984.00	$29,984.00	$30,000.00	$30,000.00	$127,000.00	$127,000.00
1.57	Remove and Dispose of Existing Electrical Gear	LS	1	$38,271.00	$38,271.00	$35,000.00	$35,000.00	$100,000.00	$100,000.00
1.58	Remove and Dispose of Existing Conduit and Wire	LS	1	$33,590.00	$33,590.00	$25,000.00	$25,000.00	$220,000.00	$220,000.00
1.59	Remove and Dispose of Existing Chemical Storage and Feed Equipment and Materials	LS	1	$11,070.00	$11,070.00	$30,000.00	$30,000.00	$53,000.00	$53,000.00
1.60	Miscellaneous Allowance	AL	1	$500,000.00	$500,000.00	$500,000.00	$500,000.00	$500,000.00	$500,000.00
TOTAL BID AMOUNT					***$9,932,799.56**		**$12,624,779.00**		**$16,229,280.00**

Compiled by:

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

Blake W Bogenschutz

Blake Bogenschutz, P.E.
Project Manager

RESOLUTION NO. R-2023-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT FOR COSTS ASSOCIATED WITH THE ENGINEERING SERVICES FOR THE LAKE TYLER RAW WATER PUMP STATION IMPROVEMENT PROJECT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Tyler, Texas (the "Issuer") reserves the right to issue debt for the design of the Lake Tyler Raw Water Pump Station Improvements 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 $12,624,779.00.

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

PASSED AND APPROVED, this the 28th day of May, 2025.

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

ATTEST:

_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH PULLUM, CITY ATTORNEY

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-2

Date: May 28, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute a Capital Improvements Project contract in the amount of $2,127,942.50 with A.E Shull and Company for the Hwy 271 to FM 14 & N. Broadway 12" Water Line Extension Bid No. 25-031, and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

Item Reference:

In June 2024, City Council approved an engineering services agreement with The Brannon Corporation for the Hwy 271 to FM 14 & N. Broadway 12" Water Line Extension project. The existing water line on Highway 271 ends south of Gentry, and the project will commence from there, extending north past Loop 323 before turning west to connect to the 16-inch water line on FM 14. North Broadway currently has multiple undersized mains that are not looped. This project aims to replace the aging smaller lines with a new 12-inch water line and connect the dead ends together. The completion of this project will lead to increased water pressure and improved water quality in Tyler's north and northeast areas. This project will include over 12,500 LF of new 12" waterline along with steel casing for roadway crossings, necessary pavement repair, and revegetation. The majority of work performed will be in private easements acquired during design with a few areas being in TxDOT ROW.

Sealed bids were opened and read aloud on May 8, 2025. Ten bids were received as noted below:
A.E. Shull & Company - $2,127,942.50
J2 Construction Services, LLC - $2,185,173.00
Reynolds & Kay, LTD - $2,353,427.00
W.M.MillerConstructionCo.,Inc - $2,419,913.55
Duplichain Contractors, LLC - $2,489,052.00
Precision Civil, LLC - $2,504,930.00
J&L Construction, LLC - $2,885,804.27
Wicker Construction, Inc. - $2,945,891.00
Canary Construction, Inc. - $4,563,207.00
Western Municipal Construction of Texas, LLC - $6,647,993.00

A.E. Shull & Company was the low bidder and is a long-standing approved contractor that has performed numerous utility projects for the City of Tyler.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to execute a Capital Improvements Project contract in the amount of $2,127,942.50 with A.E Shull and Company for the Hwy 271 to FM 14 & N. Broadway 12" Water Line Extension Bid No. 25-031, and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

Attachments:
Detailed Bid Tab Hwy 271 Water
Hwy 271 to FM 14 and N. Broadway 12 inch water line extension _Future Debt_Resolution Form_Constrution

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

Edited/Submitted By:
City Manager

Bid Tabulation

CITY OF TYLER

TYLER , TEXAS

Hwy 271 to FM 14 & N. Broadway 12" Water Line Extension

Bid Date: May 8, 2025 at 2:00 p.m.

The C. T. Brannon Corporation-#24-140

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	Engineer's Estimate		A.E. Shull & Company		J 2 Construction Services, LLC		Reynolds & Kay, LTD		W.M. Miller Construction Co., Inc.	
			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Water Improvements												
W-1	Provide a 100% Performance, Payment, and Maintenance Bonds for water improvements, in approved format, to The City of Tyler, complete for	1 LS	$ 45,000.00	$ 45,000.00	$ 80,000.00	$ 80,000.00	$ 34,500.00	$ 34,500.00	$ 30,000.00	$ 30,000.00	$ 105,441.50	$ 105,441.50
W-2	Provide required insurance, including Liability Insurance, with the Owner and Engineer named as additional insured, complete for	1 LS	$ 10,000.00	$ 10,000.00	$ 1,500.00	$ 1,500.00	$ 21,150.00	$ 21,150.00	$ 20,000.00	$ 20,000.00	$ 500.00	$ 500.00
W-3	Clear easements and temporary work areas as needed for installation of water improvements including,but not limited to clearing, grubbing, tree removal, tree trimming, pavement removal, etc., complete for	1 LS	$ 30,000.00	$ 30,000.00	$ 96,500.00	$ 96,500.00	$ 102,615.00	$ 102,615.00	$ 120,000.00	$ 120,000.00	$ 112,765.83	$ 112,765.83
W-4	Furnish and install 12-inch AWWA C 900 DR14 PVC water lines, with tracer wire and Type 3 pipe embedment including restrained joints in bores, complete and in place, for	12,532 LF	$ 100.00	$ 1,253,200.00	$ 70.00	$ 877,240.00	$ 84.00	$ 1,052,688.00	$ 85.00	$ 1,065,220.00	$ 76.93	$ 964,086.76
W-5	Furnish and install 6-inch AWWA C 900 DR14 PVC water lines (Fire Hydrant leads), with tracer wire and Type 3 pipe embedment, complete and in place, for	300 LF	$ 75.00	$ 22,500.00	$ 26.00	$ 7,800.00	$ 15.00	$ 4,500.00	$ 62.00	$ 18,600.00	$ 41.23	$ 12,369.00
W-6	Provide trench safety protection per OSHA requirements for trenches greater than 5 ft. in depth, complete and in place, for	12,532 LF	$ 1.00	$ 12,532.00	$ 2.50	$ 31,330.00	$ 1.00	$ 12,532.00	$ 1.00	$ 12,532.00	$ 1.30	$ 16,291.60
W-7	Furnish and install ductile iron fittings, complete and in place, for	21,400 LB	$ 5.00	$ 107,000.00	$ 3.50	$ 74,900.00	$ 3.85	$ 82,390.00	$ 5.00	$ 107,000.00	$ 5.93	$ 126,902.00
W-8	Furnish and install select backfill in water line trench, as required, complete and in place, for	7,500 CY	$ 10.00	$ 75,000.00	$ 1.00	$ 7,500.00	$ 2.00	$ 15,000.00	$ 1.50	$ 11,250.00	$ 1.00	$ 7,500.00
W-9	Furnish and install crushed stone embedment in water line trench, as required, complete and in place, for	300 CY	$ 100.00	$ 30,000.00	$ 90.00	$ 27,000.00	$ 74.00	$ 22,200.00	$ 60.00	$ 18,000.00	$ 157.51	$ 47,253.00
W-10	Furnish and install 12-inch AWWA C-509 resilient seated gate valves and boxes, complete and in place, for	11 EA	$ 10,000.00	$ 110,000.00	$ 4,600.00	$ 50,600.00	$ 4,500.00	$ 49,500.00	$ 4,500.00	$ 49,500.00	$ 4,887.38	$ 53,761.18
W-11	Furnish and install 6-inch AWWA C-509 resilient seated gate valves and boxes, complete and in place, for	20 EA	$ 1,500.00	$ 30,000.00	$ 2,000.00	$ 40,000.00	$ 1,575.00	$ 31,500.00	$ 1,800.00	$ 36,000.00	$ 2,201.70	$ 44,034.00
W-12	Furnish and install standard 3-way fire hydrant assembly, complete and in place, for	20 EA	$ 6,500.00	$ 130,000.00	$ 4,400.00	$ 88,000.00	$ 4,375.00	$ 87,500.00	$ 6,000.00	$ 120,000.00	$ 4,581.83	$ 91,636.60
W-13	Furnish and install 2-inch combination air/vacuum release valve in precast concrete manhole, complete and in place, for	4 EA	$ 7,500.00	$ 30,000.00	$ 5,300.00	$ 21,200.00	$ 4,815.00	$ 19,260.00	$ 6,000.00	$ 24,000.00	$ 6,754.40	$ 27,017.60
W-14	Furnish and Install 20-inch steel casing by dry bore with casing spacers, complete and in place, for	700 LF	$ 300.00	$ 210,000.00	$ 347.50	$ 243,250.00	$ 258.00	$ 180,600.00	$ 370.00	$ 259,000.00	$ 321.88	$ 225,316.00
W-15	Install wetbores under driveways at locations shown on construction plans (includes cost of DIP sleeves if needed), complete and in place, for	550 LF	$ 30.00	$ 16,500.00	$ 79.00	$ 43,450.00	$ 81.00	$ 44,550.00	$ 120.00	$ 66,000.00	$ 181.55	$ 99,852.50
W-16	Furnish and install 6-inch thick reinforced concrete flume repairs, complete and in place for	50 SY	$ 200.00	$ 10,000.00	$ 300.00	$ 15,000.00	$ 420.00	$ 21,000.00	$ 200.00	$ 10,000.00	$ 176.94	$ 8,847.00
W-17	Furnish and install 6-inch thick HMAC pavement repair Type B or Type D for ditch lines in driveways (6-ft wide Pay Limit)(700 SY), complete and in place for	231 TON	$ 250.00	$ 57,750.00	$ 200.00	$ 46,200.00	$ 260.00	$ 60,060.00	$ 275.00	$ 63,525.00	$ 227.81	$ 52,624.11
W-18	Provide construction staking for project by RPLS, complete and in place for	1 LS	$ 10,000.00	$ 10,000.00	$ 34,000.00	$ 34,000.00	$ 8,925.00	$ 8,925.00	$ 22,000.00	$ 22,000.00	$ 39,000.00	$ 39,000.00
W-19	Provide traffic control as needed along project length, complete and in place for	1 LS	$ 5,000.00	$ 5,000.00	$ 18,100.00	$ 18,100.00	$ 25,860.00	$ 25,860.00	$ 25,000.00	$ 25,000.00	$ 36,545.85	$ 36,545.85
W-20	Comply with the Storm Water Pollution Prevention Plan for construction activities by installing, maintaining, monitoring, and inspecting erosion control devices and providing the necessary documentation and record keeping for the SWPPP, complete and in place for	1 LS	$ 5,000.00	$ 5,000.00	$ 6,750.00	$ 6,750.00	$ 1,050.00	$ 1,050.00	$ 10,000.00	$ 10,000.00	$ 6,544.00	$ 6,544.00

CITY OF TYLER

TYLER , TEXAS

Hwy 271 to FM 14 & N. Broadway 12" Water Line Extension

Bid Date: May 8, 2025 at 2:00 p.m.

The C. T. Brannon Corporation-#24-140

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	Engineer's Estimate UNIT PRICE	Engineer's Estimate TOTAL PRICE	A.E. Shull & Company UNIT PRICE	A.E. Shull & Company TOTAL PRICE	J 2 Construction Services, LLC UNIT PRICE	J 2 Construction Services, LLC TOTAL PRICE	Reynolds & Kay, LTD UNIT PRICE	Reynolds & Kay, LTD TOTAL PRICE	W.M. Miller Construction Co., Inc. UNIT PRICE	W.M. Miller Construction Co., Inc. TOTAL PRICE
W-21	Install Hydromulch seeding with fertilizer for erosion control, as directed by the Engineer, complete and in place for	30,000 SY	$ 1.00	$ 30,000.00	$ 0.62	$ 18,600.00	$ 1.00	$ 30,000.00	$ 0.62	$ 18,600.00	$ 1.09	$ 32,700.00
W-22	Furnish, install, maintain & remove silt fencing at locations shown on plans or directed by Engineer, complete and in place for	12,500 LF	$ 4.00	$ 50,000.00	$ 4.00	$ 50,000.00	$ 3.20	$ 40,000.00	$ 1.00	$ 12,500.00	$ 3.79	$ 47,375.00
W-23	Furnish and install 8-inch blow-off assemblies with 15'x15' concrete pad, complete and in place for	2 EA	$ 15,000.00	$ 30,000.00	$ 13,750.00	$ 27,500.00	$ 11,200.00	$ 22,400.00	$ 12,000.00	$ 24,000.00	$ 13,782.11	$ 27,564.22
W-24	Furnish, install & maintain Project Sign for project	1 EA	$ 750.00	$ 750.00	$ 1,100.00	$ 1,100.00	$ 1,155.00	$ 1,155.00	$ 1,000.00	$ 1,000.00	$ 1,483.58	$ 1,483.58
W-25	Furnish and install std 1-inch poly water service with tapping saddle and curb stop, at locations determined by engineer, complete and in place for	10 EA	$ 750.00	$ 7,500.00	$ 1,125.00	$ 11,250.00	$ 1,215.00	$ 12,150.00	$ 1,200.00	$ 12,000.00	$ 2,232.15	$ 22,321.50
W-26	Furnish and install std 2-inch poly water service with tapping saddle and curb stop, at locations determined by engineer, complete and in place for	10 EA	$ 1,250.00	$ 12,500.00	$ 2,500.00	$ 25,000.00	$ 2,050.00	$ 20,500.00	$ 1,800.00	$ 18,000.00	$ 3,190.77	$ 31,907.70
W-27	Construct new 5-strand barbed wire fence along south side of TEDC property, complete and in place for	1,675 LF	$ 10.00	$ 16,750.00	$ 13.50	$ 22,612.50	$ 11.00	$ 18,425.00	$ 8.00	$ 13,400.00	$ 5.82	$ 9,748.50
W-28	**Contingency Item**	1 LS	**$ 150,000.00**	**$ 150,000.00**	**$ 150,000.00**	**$ 150,000.00**	**$ 150,000.00**	**$ 150,000.00**	**$ 150,000.00**	**$ 150,000.00**	**$ 150,000.00**	**$ 150,000.00**
W-29	Furnish and install 8-inch AWWA C-509 resilient seated gate valves and boxes, complete and in place, for	1 EA	$ 1,500.00	$ 1,500.00	$ 2,800.00	$ 2,800.00	$ 2,573.00	$ 2,573.00	$ 2,500.00	$ 2,500.00	$ 3,156.32	$ 3,156.32
W-30	Furnish and install 8-inch AWWA C 900 DR14 PVC water lines, with tracer wire and Type 3 pipe embedment, complete and in place, for	20 LF	$ 75.00	$ 1,500.00	$ 51.50	$ 1,030.00	$ 27.00	$ 540.00	$ 100.00	$ 2,000.00	$ 65.06	$ 1,301.20
W-31	Furnish and install 12-inch x 12-inch Tapping Sleeve & Valve with box, complete and in place, for	1 EA	$ 1,500.00	$ 1,500.00	$ 6,280.00	$ 6,280.00	$ 8,100.00	$ 8,100.00	$ 7,500.00	$ 7,500.00	$ 10,920.90	$ 10,920.90
W-32	Provide additional work at water line crossing of Gulf States gas pipeline, complete and in place, for	1 LS	$ 1,500.00	$ 1,500.00	$ 1,450.00	$ 1,450.00	$ 1,950.00	$ 1,950.00	$ 4,300.00	$ 4,300.00	$ 3,146.10	$ 3,146.10
	Total: Water Improvements			**$ 2,502,982.00**		**$ 2,127,942.50**		**$ 2,185,173.00**		**$ 2,353,427.00**		**$ 2,419,913.55**

Bid Tabulation
CITY OF TYLER
TYLER , TEXAS
Hwy 271 to FM 14 & N. Broadway 12" Water Line Extension
Bid Date: May 8, 2025 at 2:00 p.m.
The C. T. Brannon Corporation-#24-140

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	Duplichain Contractors, LLC		Precision Civil, LLC		J&L Construction, LLC		Wicker Construction, Inc.		Canary Construction, Inc.		Western Municipal Construction of Texas, LLC	
			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Water Improvements														
W-1	Provide a 100% Performance, Payment, and Maintenance Bonds for water improvements, in approved format, to The City of Tyler, complete for	1 LS	$ 60,000.00	$ 60,000.00	$ 123,500.00	$ 123,500.00	$ 8,914.00	$ 8,914.00	$ 142,000.00	$ 142,000.00	$ 60,000.00	$ 60,000.00	$ 85,000.00	$ 85,000.00
W-2	Provide required insurance, including Liability Insurance, with the Owner and Engineer named as additional insured, complete for	1 LS	$ 60,000.00	$ 60,000.00	$ 36,500.00	$ 36,500.00	$ 49,857.00	$ 49,857.00	$ 15,000.00	$ 15,000.00	$ 60,000.00	$ 60,000.00	$ 30,000.00	$ 30,000.00
W-3	Clear easements and temporary work areas as needed for installation of water improvements including,but not limited to clearing, grubbing, tree removal, tree trimming, pavement removal, etc., complete for	1 LS	$ 60,000.00	$ 60,000.00	$ 63,100.00	$ 63,100.00	$ 201,534.00	$ 201,534.00	$ 30,000.00	$ 30,000.00	$ 35,000.00	$ 35,000.00	$ 363,000.00	$ 363,000.00
W-4	Furnish and install 12-inch AWWA C 900 DR14 PVC water lines, with tracer wire and Type 3 pipe embedment including restrained joints in bores, complete and in place, for	12,532 LF	$ 84.00	$ 1,052,688.00	$ 77.00	$ 964,964.00	$ 97.14	$ 1,217,358.48	$ 112.00	$ 1,403,584.00	$ 175.00	$ 2,193,100.00	$ 279.00	$ 3,496,428.00
W-5	Furnish and install 6-inch AWWA C 900 DR14 PVC water lines (Fire Hydrant leads), with tracer wire and Type 3 pipe embedment, complete and in place, for	300 LF	$ 55.00	$ 16,500.00	$ 64.00	$ 19,200.00	$ 61.10	$ 18,330.00	$ 90.00	$ 27,000.00	$ 95.00	$ 28,500.00	$ 60.00	$ 18,000.00
W-6	Provide trench safety protection per OSHA requirements for trenches greater than 5 ft. in depth, complete and in place, for	12,532 LF	$ 2.00	$ 25,064.00	$ 2.00	$ 25,064.00	$ 2.36	$ 29,575.52	$ 1.00	$ 12,532.00	$ 1.00	$ 12,532.00	$ 5.00	$ 62,660.00
W-7	Furnish and install ductile iron fittings, complete and in place, for	21,400 LB	$ 5.00	$ 107,000.00	$ 1.85	$ 39,590.00	$ 3.09	$ 66,126.00	$ 2.00	$ 42,800.00	$ 10.00	$ 214,000.00	$ 6.90	$ 147,660.00
W-8	Furnish and install select backfill in water line trench, as required, complete and in place, for	7,500 CY	$ 4.00	$ 30,000.00	$ 20.00	$ 150,000.00	$ 12.68	$ 95,100.00	$ 20.00	$ 150,000.00	$ 15.00	$ 112,500.00	$ 59.00	$ 442,500.00
W-9	Furnish and install crushed stone embedment in water line trench, as required, complete and in place, for	300 CY	$ 60.00	$ 18,000.00	$ 75.00	$ 22,500.00	$ 167.98	$ 50,394.00	$ 80.00	$ 24,000.00	$ 15.00	$ 4,500.00	$ 240.00	$ 72,000.00
W-10	Furnish and install 12-inch AWWA C-509 resilient seated gate valves and boxes, complete and in place, for	11 EA	$ 5,800.00	$ 63,800.00	$ 4,418.00	$ 48,598.00	$ 5,216.65	$ 57,383.15	$ 3,700.00	$ 40,700.00	$ 4,500.00	$ 49,500.00	$ 6,200.00	$ 68,200.00
W-11	Furnish and install 6-inch AWWA C-509 resilient seated gate valves and boxes, complete and in place, for	20 EA	$ 2,800.00	$ 56,000.00	$ 1,515.00	$ 30,300.00	$ 1,897.10	$ 37,942.00	$ 1,500.00	$ 30,000.00	$ 2,200.00	$ 44,000.00	$ 3,200.00	$ 64,000.00
W-12	Furnish and install standard 3-way fire hydrant assembly, complete and in place, for	20 EA	$ 7,400.00	$ 148,000.00	$ 7,560.00	$ 151,200.00	$ 8,062.30	$ 161,246.00	$ 4,000.00	$ 80,000.00	$ 6,500.00	$ 130,000.00	$ 7,600.00	$ 152,000.00
W-13	Furnish and install 2-inch combination air/vacuum release valve in precast concrete manhole, complete and in place, for	4 EA	$ 7,000.00	$ 28,000.00	$ 6,040.00	$ 24,160.00	$ 7,963.00	$ 31,852.00	$ 5,175.00	$ 20,700.00	$ 9,500.00	$ 38,000.00	$ 7,100.00	$ 28,400.00
W-14	Furnish and Install 20-inch steel casing by dry bore with casing spacers, complete and in place, for	700 LF	$ 330.00	$ 231,000.00	$ 330.00	$ 231,000.00	$ 384.41	$ 269,087.00	$ 520.00	$ 364,000.00	$ 900.00	$ 630,000.00	$ 720.00	$ 504,000.00
W-15	Install wetbores under driveways at locations shown on construction plans (includes cost of DIP sleeves if needed), complete and in place, for	550 LF	$ 85.00	$ 46,750.00	$ 98.00	$ 53,900.00	$ 123.75	$ 68,062.50	$ 130.00	$ 71,500.00	$ 450.00	$ 247,500.00	$ 430.00	$ 236,500.00
W-16	Furnish and install 6-inch thick reinforced concrete flume repairs, complete and in place for	50 SY	$ 350.00	$ 17,500.00	$ 450.00	$ 22,500.00	$ 165.54	$ 8,277.00	$ 375.00	$ 18,750.00	$ 220.00	$ 11,000.00	$ 460.00	$ 23,000.00
W-17	Furnish and install 6-inch thick HMAC pavement repair Type B or Type D for ditch lines in driveways (6-ft wide Pay Limit)(700 SY), complete and in place for	231 TON	$ 350.00	$ 80,850.00	$ 325.00	$ 75,075.00	$ 203.77	$ 47,070.87	$ 500.00	$ 115,500.00	$ 600.00	$ 138,600.00	$ 930.00	$ 214,830.00
W-18	Provide construction staking for project by RPLS, complete and in place for	1 LS	$ 15,000.00	$ 15,000.00	$ 12,000.00	$ 12,000.00	$ 5,621.00	$ 5,621.00	$ 15,000.00	$ 15,000.00	$ 65,000.00	$ 65,000.00	$ 51,000.00	$ 51,000.00
W-19	Provide traffic control as needed along project length, complete and in place for	1 LS	$ 30,000.00	$ 30,000.00	$ 57,000.00	$ 57,000.00	$ 53,401.00	$ 53,401.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 87,000.00	$ 87,000.00
W-20	Comply with the Storm Water Pollution Prevention Plan for construction activities by installing, maintaining, monitoring, and inspecting erosion control devices and providing the necessary documentation and record keeping for the SWPPP, complete and in place for	1 LS	$ 5,000.00	$ 5,000.00	$ 3,750.00	$ 3,750.00	$ 6,010.00	$ 6,010.00	$ 1,500.00	$ 1,500.00	$ 16,500.00	$ 16,500.00	$ 26,000.00	$ 26,000.00

CITY OF TYLER

TYLER , TEXAS

Hwy 271 to FM 14 & N. Broadway 12" Water Line Extension

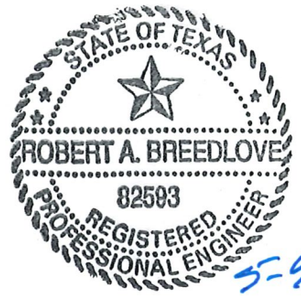
Bid Date: May 8, 2025 at 2:00 p.m.

The C. T. Brannon Corporation-#24-140

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	Duplichain Contractors, LLC UNIT PRICE	Duplichain Contractors, LLC TOTAL PRICE	Precision Civil, LLC UNIT PRICE	Precision Civil, LLC TOTAL PRICE	J&L Construction, LLC UNIT PRICE	J&L Construction, LLC TOTAL PRICE	Wicker Construction, Inc. UNIT PRICE	Wicker Construction, Inc. TOTAL PRICE	Canary Construction, Inc. UNIT PRICE	Canary Construction, Inc. TOTAL PRICE	Western Municipal Construction of Texas, LLC UNIT PRICE	Western Municipal Construction of Texas, LLC TOTAL PRICE
W-21	Install Hydromulch seeding with fertilizer for erosion control, as directed by the Engineer, complete and in place for	30,000 SY	$ 1.00	$ 30,000.00	$ 1.15	$ 34,500.00	$ 1.61	$ 48,300.00	$ 0.65	$ 19,500.00	$ 2.00	$ 60,000.00	$ 2.60	$ 78,000.00
W-22	Furnish, install, maintain & remove silt fencing at locations shown on plans or directed by Engineer, complete and in place for	12,500 LF	$ 4.00	$ 50,000.00	$ 5.50	$ 68,750.00	$ 2.80	$ 35,000.00	$ 3.25	$ 40,625.00	$ 2.00	$ 25,000.00	$ 5.90	$ 73,750.00
W-23	Furnish and install 8-inch blow-off assemblies with 15'x15' concrete pad, complete and in place for	2 EA	$ 14,000.00	$ 28,000.00	$ 11,072.00	$ 22,144.00	$ 13,850.00	$ 27,700.00	$ 9,000.00	$ 18,000.00	$ 9,500.00	$ 19,000.00	$ 14,000.00	$ 28,000.00
W-24	Furnish, install & maintain Project Sign for project	1 EA	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,898.00	$ 1,898.00	$ 1,000.00	$ 1,000.00	$ 1,500.00	$ 1,500.00	$ 16,000.00	$ 16,000.00
W-25	Furnish and install std 1-inch poly water service with tapping saddle and curb stop, at locations determined by engineer, complete and in place for	10 EA	$ 1,400.00	$ 14,000.00	$ 1,423.00	$ 14,230.00	$ 3,198.00	$ 31,980.00	$ 1,780.00	$ 17,800.00	$ 4,200.00	$ 42,000.00	$ 3,300.00	$ 33,000.00
W-26	Furnish and install std 2-inch poly water service with tapping saddle and curb stop, at locations determined by engineer, complete and in place for	10 EA	$ 2,400.00	$ 24,000.00	$ 2,929.00	$ 29,290.00	$ 6,548.10	$ 65,481.00	$ 2,400.00	$ 24,000.00	$ 6,500.00	$ 65,000.00	$ 4,200.00	$ 42,000.00
W-27	Construct new 5-strand barbed wire fence along south side of TEDC property, complete and in place for	1,675 LF	$ 8.00	$ 13,400.00	$ 6.00	$ 10,050.00	$ 5.89	$ 9,865.75	$ 12.00	$ 20,100.00	$ 25.00	$ 41,875.00	$ 15.00	$ 25,125.00
W-28	**Contingency Item**	1 LS	**$ 150,000.00**	**$ 150,000.00**	**$ 150,000.00**	**$ 150,000.00**	**$ 150,000.00**	**$ 150,000.00**	**$ 150,000.00**	**$ 150,000.00**	**$ 150,000.00**	**$ 150,000.00**	**$ 150,000.00**	**$ 150,000.00**
W-29	Furnish and install 8-inch AWWA C-509 resilient seated gate valves and boxes, complete and in place, for	1 EA	$ 4,000.00	$ 4,000.00	$ 2,228.00	$ 2,228.00	$ 4,657.00	$ 4,657.00	$ 2,740.00	$ 2,740.00	$ 4,000.00	$ 4,000.00	$ 4,400.00	$ 4,400.00
W-30	Furnish and install 8-inch AWWA C 900 DR14 PVC water lines, with tracer wire and Type 3 pipe embedment, complete and in place, for	20 LF	$ 200.00	$ 4,000.00	$ 150.00	$ 3,000.00	$ 106.65	$ 2,133.00	$ 105.00	$ 2,100.00	$ 200.00	$ 4,000.00	$ 77.00	$ 1,540.00
W-31	Furnish and install 12-inch x 12-inch Tapping Sleeve & Valve with box, complete and in place, for	1 EA	$ 11,000.00	$ 11,000.00	$ 11,837.00	$ 11,837.00	$ 13,811.00	$ 13,811.00	$ 10,460.00	$ 10,460.00	$ 15,600.00	$ 15,600.00	$ 12,000.00	$ 12,000.00
W-32	Provide additional work at water line crossing of Gulf States gas pipeline, complete and in place, for	1 LS	$ 8,500.00	$ 8,500.00	$ 4,000.00	$ 4,000.00	$ 11,837.00	$ 11,837.00	$ 5,000.00	$ 5,000.00	$ 15,000.00	$ 15,000.00	$ 12,000.00	$ 12,000.00
							W-4 Item Cents is written incorrect W-5 Item Total Calculation incorrect Total Contract Amount Diff of $46.27							
	Total: Water Improvements			**$ 2,489,052.00**		**$ 2,504,930.00**		**$ 2,885,804.27**		**$ 2,945,891.00**		**$ 4,563,207.00**		**$ 6,647,993.00**

I, Robert A. Breedlove, Professional Engineer, No. 82593 do hereby certify that the above ten **(10)** sealed bids were received, opened, and read aloud in accordance with the advertised procedures and that this tabulation is a true and accurate representation of the bids received.

Robert A. Breedlove, P.E., No. 82593
Texas Firm Registration No. F-242
The C. T. Brannon Corporation



5-9-25

RESOLUTION NO. R-2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT FOR COSTS ASSOCIATED WITH THE HWY 271 TO FM 14 &N. BROADWAY 12" WATER LINE EXTENSION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Tyler, Texas reserves the right to issue debt for the engineering, design, and construction of the Hwy 271 to FM 14 & N. Broadway 12" Water Line Extension 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 $2,127,942.50.

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

PASSED AND APPROVED, this the 28th day of May, 2025.

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

ATTEST:

_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM,

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-3

Date: May 28, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute a construction contract for the Police Department Training Center Renovation project to Watson Commercial Construction, Ltd., in the amount of $1,793,000.00.

Item Reference: **Half Cent: FY 2022-2023 Half Cent Sales Tax Annual Work Plan**

The former National Guard Armory was developed on a 99-year lease from the City of Tyler. The National Guard developed a new property and notified the City of Tyler of their desire to return the property and facility to the City. In October 2024, a design contract was executed with Jennings Architects for the design of renovations to the National Guard Armory building. The design was paid for by the Police Department.

The development of this property will significantly improve police training for the region (academy and in-service). In addition, the facility will significantly increase the presence of police officers in the area (internal and external). The property will be an existing facility (existing infrastructure). The revitalization of a former military facility will improve the underserved northeast area of the city. This project moves the department closer to becoming a regional training provider. The project improves the quality of life for citizens and officers within our community.

The City of Tyler advertised for proposals on April 11, 2025, and April 18, 2025. Proposals were opened at 2pm on April 29, 2025. Eight (8) proposals were received and shown on the attached bid tabulation. The bids ranged from $1,752,800 to $2,214,355. Alternate #1 for the replacement of the upper windows in the great room. The proposals were evaluated by a committee, with Watson Commercial Construction scoring the highest.

Funding Source: Half Cent Sales Tax funds

RECOMMENDATION:

The City of Tyler Engineering Department recommends that the City Council authorize the City Manager to execute a construction contract for the Police Department Training Center Renovation project to Watson Commercial Construction, Ltd., in the amount of $1,793,000.00.

Attachments:
2024.24 POLICE TRAINING CENTER RENOVATION BID TABULATION

PD Training Facility Renovation Location Map

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

Edited/Submitted By:
City Manager

JENNINGS ARCHITECTS

POLICE TRAINING CENTER RENOVATION
BID TABULATION

Bid Date/Time:	April 29, 2025, 2:00pm	City of Tyler Project No:	25-025

CONTRACTOR	BID BOND	ADD 1	ADD 2	BASE BID	TIME OF COMPLETION	ALT No. 1
Riley Harris Construction	✓	✓	✓	$ 1,885,000.00	196	$ 22,000.00
TCMC	✓	✓	✓	$ 1,930,000.00	270	$ 26,000.00
Smith Builders	✓	✓	✓	$ 2,214,355.00	240	$ 82,500.00
SCI	✓	✓	✓	$ 2,073,000.00	182	$ 6,807.00
JPJ Construction	✓	✓	✓	$ 2,269,560.00	274	$ 32,200.00
Watson Commercial Construction	✓	✓	✓	$ 1,752,800.00	150	$ 40,200.00
Fast GC	✓	✓	✓	$ 1,780,000.00	150	-
Paragon Construction	✓	✓	✓	$ 1,919,769.00	175	$ 32,177.00



This map was prepared by the Smith County map site and may be revised without notification to any user. This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The user is encouraged to check with the City of Tyler, SCAD, and the 911 Administration to verify that the map being used is the latest, most current one available. http://www.smithcountymapsite.org/

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-4

Date: May 28, 2025

Subject: Request that the City Council consider reviewing and accepting the Revenue and Expenditure Report for the period ending March 31, 2025.

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

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

Key Highlights:
- 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 $249,516 more than budgeted, primarily due to increased sales tax. However, underperformance in franchise fees and current services nearly offset this gain, resulting in a near-flat revenue outcome.
- Total expenditures are projected to be $914,249 less than budgeted, with savings forecasted in the General Government, Police, and Public Services

Water Utility Fund:
- Revenues are expected to be $1,399,710 less than budgeted for the fiscal year, primarily due to the current rainfall trend.
- Total expenditures, including inter-fund transactions, are expected to be $3,770,417 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 $23,968 more than budgeted for the fiscal year, indicating stable performance in line with expectations.
- Expenditures are anticipated to be $898,518 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 $50,540 more than budgeted.
- Expenditures, including inter-fund transactions, are projected to be $57,700 less than budgeted.

Development Services Fund:
- Revenues are expected to be $639,822 more than budgeted for the fiscal year.
- Total expenditures, including inter-fund transactions, are expected to be $288,379 less than budgeted.

Hotel Occupancy Tax Fund:
- Revenues are expected to be $333,238 more than budgeted, primarily due to increased hotel occupancy throughout the City.
- Expenditures are expected to be $231,471 more than budgeted, primarily due to projects related to the Rose Complex.

Employee Benefits Fund:
- Revenues are expected to be $122,191 less than budgeted.
- Expenses are expected to be $805,115 less 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 March 31, 2025.

Attachments:
Financial Statements Q2

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
March 31, 2025

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

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Unreserved Fund Balance				$ 1,459,327	$ 1,459,327
Operating Reserve				13,356,122	13,356,122
Beginning Fund Balance / Working Capital				**14,815,449**	**14,815,449**
Revenues					
Property Taxes	27,859,117	29,564,949	96.84%	30,528,410	30,318,348
Franchises	6,015,061	5,925,808	48.53%	12,211,595	11,797,988
Sales & Use Taxes	20,090,470	21,897,894	52.68%	41,566,339	42,650,930
Licenses & Permits	198,917	159,170	44.37%	358,724	331,310
Fines & Penalties	2,173,823	2,475,516	57.49%	4,306,200	4,688,415
Use of Money & Property	704,820	611,555	32.84%	1,862,196	1,589,435
Current Services	1,632,766	1,510,614	45.93%	3,288,779	3,044,396
Other Agencies	310,672	169,864	18.45%	920,454	1,107,394
Miscellaneous	290,442	244,049	33.61%	726,176	490,173
Total Revenues	**59,276,089**	**62,559,419**	**65.32%**	**95,768,873**	**96,018,389**
Expenditures					
General Government	3,558,921	5,381,037	61.86%	8,699,123	8,222,169
Police	16,915,058	18,145,818	48.28%	37,582,042	37,347,982
Police Grants	352,670	160,332	56.11%	285,753	306,764
Fire	12,084,602	12,492,392	49.31%	25,333,651	25,767,734
Fire Grants	205,578	343,637	67.36%	510,173	676,913
Public Services	3,704,162	4,048,191	42.52%	9,521,219	8,975,223
Parks and Recreation	1,970,955	2,234,362	42.37%	5,273,204	5,308,087
Library	996,848	1,035,822	47.37%	2,186,883	2,028,107
Municipal Court	936,547	1,094,914	42.18%	2,595,628	2,440,448
Total Expenditures	**40,725,341**	**44,936,505**	**48.85%**	**91,987,676**	**91,073,427**
Transfer In	-	-		-	-
Fair Plaza Fund (240)	-	-		-	-
(Transfer Out)	*(2,286,782)*	*(3,102,091)*		*(3,928,823)*	*(3,928,823)*
General Capital Projects (102)	(35,000)	(70,000)	100.00%	(70,000)	(70,000)
Quality Street Commitment Fund (103)	(1,022,844)	(2,228,712)	100.00%	(2,228,712)	(2,228,712)
Cemetery (204)	(162,500)	(325,000)	100.00%	(325,000)	(325,000)
TIF/ TIRZ #4 (217)	-	-		-	-
Transit (286)	(40,785)	(202,074)	23.67%	(853,806)	(853,806)
Property Facility (663)	(50,653)	(101,305)	100.00%	(101,305)	(101,305)
Productivity Fund (639)	(250,000)	-		-	-
Technology Admin (671)	(225,000)	(175,000)	50.00%	(350,000)	(350,000)
Fleet Fund (640)	(500,000)	-		-	-
Fair Parking Garage (240)	-	-		-	-
Rainy Day Fund (235)	-	-		-	-
Unreserved Fund Balance				869,672	2,170,574
Operating Reserve				13,798,151	13,661,014
Ending Fund Balance / Working Capital				**$ 14,667,823**	**$ 15,831,588**

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	$ 27,648,335	$ 29,379,780	97.58%	$ 30,108,410	$ 29,933,780
Delinquent	80,320	68,176	36.85%	185,000	158,576
Penalty and Interest	130,462	116,993	49.78%	235,000	225,992
Total Property Taxes	**27,859,117**	**29,564,949**	**96.84%**	**30,528,410**	**30,318,348**
Franchises					
Power and Light	2,624,221	2,482,791	53.69%	4,624,221	4,598,791
Natural Gas	522,761	499,362	47.75%	1,045,704	1,039,361
Telephone	249,878	227,735	43.38%	525,000	464,735
Cable Television	498,083	420,825	42.02%	1,001,517	846,825
Commercial Waste Hauler	604,747	553,510	45.58%	1,214,239	1,197,510
Water and Sewer Franchise	1,515,371	1,741,585	45.82%	3,800,914	3,650,766
Total Franchises	**6,015,061**	**5,925,808**	**48.53%**	**12,211,595**	**11,797,988**
Sales and Use Taxes					
Sales Taxes	19,823,600	21,609,617	52.83%	40,901,127	42,006,652
Mixed Drink Taxes	258,155	269,109	42.91%	627,212	608,110
Bingo Taxes	8,716	19,168	50.44%	38,000	36,168
Total Sales and Use Taxes	**20,090,470**	**21,897,894**	**52.68%**	**41,566,339**	**42,650,930**
Licenses and Permits					
Parking Meters	46,361	14,168	55.08%	25,724	14,168
Wrecker Permits	1,870	1,660	39.06%	4,250	3,712
Burglar Alarms	150,686	143,342	44.11%	325,000	313,430
ROW Permits	-	-	0.00%	3,750	300
Total Licenses and Permits	**198,917**	**159,170**	**44.37%**	**358,724**	**331,310**
Fines & Penalties					
Moving Violations	1,148,733	1,371,055	61.87%	2,216,000	2,511,056
Tax Fees	32,073	39,546	28.25%	140,000	151,546
Arrest Fees	51,933	59,783	55.87%	107,000	110,784
Administrative Fees	43,223	51,424	64.28%	80,000	92,224
Warrant Fees	161,660	180,875	57.06%	317,000	336,876
Child Safety	71,890	77,184	57.60%	134,000	150,185
Teen Court Fines	20	-		-	-
Court Security	-	-		-	-
Miscellaneous Court	36,288	35,279	58.80%	60,000	65,278
Time Payment Fees	-	-		-	-
Special Court Fees	401,120	414,180	48.67%	851,000	834,181
Collection Firm Fees	181,430	195,314	60.66%	322,000	353,313
Court Fee - Clearing	1,049	1,613		-	1,613
Partners for Youth	-	-		-	-
Omnibase Program	23,690	25,274	70.21%	36,000	41,975
Parking Fines	14,188	15,202	47.51%	32,000	24,201
Scofflaw	2,424	2,213	100.59%	2,200	3,657
Animal Fines	4,102	6,576	73.06%	9,000	11,526
Total Fines and Penalties	**2,173,823**	**2,475,516**	**57.49%**	**4,306,200**	**4,688,415**
Use of Money and Property					
Glass Center Rental	14,341	13,029	37.22%	35,000	27,303
Senior Citizen Rental	1,670	750	15.00%	5,000	2,000
Miscellaneous Rent	18,313	15,558	33.39%	46,600	45,309
Ballfield Concessions	-	-	0.00%	2,500	-
Glass Rec Concessions	349	473	31.52%	1,500	1,148
Fair Plaza Non-Tenant Parking	6,170	6,070	42.15%	14,400	14,000
Interest Earnings	663,977	575,675	32.76%	1,757,196	1,499,675
Total Use of Money and Property	**704,820**	**611,555**	**32.84%**	**1,862,196**	**1,589,435**

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	21,500
Fire Inspection	82,233	67,077	44.72%	150,000	127,078
Lot Mowing	22,359	20,885	34.16%	61,138	57,228
Glass Membership	34,564	40,045	53.39%	75,000	78,921
Copying Fees	7,499	8,712	58.08%	15,000	15,937
Utility Cuts	132,000	-	0.00%	132,000	-
Library Non Resident Fees	11,289	10,440	46.98%	22,222	24,945
Library Lost Books	1,764	1,498	62.43%	2,400	3,790
Library Fines	8,297	5,603	17.40%	32,200	11,003
Non Resident Internet Use	762	668	16.71%	4,000	1,553
Open Records	15,001	20,867	83.47%	25,000	30,749
Overhead Reimbursement - Fund 219	24,497	24,497	50.00%	48,993	48,992
1/2 Cent Administration Costs	248,632	262,351	50.00%	524,702	524,704
Overhead Reimbursement - Fund 502	720,625	735,038	50.00%	1,470,075	1,470,076
Overhead Reimbursement - Fund 560	133,429	136,457	50.13%	272,194	272,552
Softball Fees	3,835	1,200	20.00%	6,000	4,200
Basketball Fees	-	5,450	68.94%	7,905	8,125
Volleyball Fees	-	2,000	41.67%	4,800	2,000
Tournament Fees	-	-		-	-
Other Sports Fees	-	7,810	142.00%	5,500	8,650
Field Maintenance	50,412	70,835	60.72%	116,650	141,335
Recreation Classes/Events	24,024	15,549	25.92%	60,000	52,425
Faulkner Tennis Center	-	-		-	-
Animal Adoption Fees	8,970	8,520	28.40%	30,000	10,520
Animal Shelter Fees	2,658	2,875	15.97%	18,000	5,875
Fire Cost Recovery Fees	99,919	62,238	34.58%	180,000	122,238
Total Current Services	**1,632,766**	**1,510,614**	**45.93%**	**3,288,779**	**3,044,396**
Other Agencies					
State Government	46,379	53,672	206.43%	26,000	53,672
Income from Restitution	280	150	60.00%	250	150
Auto Theft Task Force	72,559	70,405	48.56%	145,000	148,135
School Crossing Guards	-	-		-	-
Comprehensive Traffic	23,288	16,137	21.59%	74,755	53,517
County Haz-Mat Service	2,500	3,045	50.74%	6,000	6,044
SHSP PD Grant	-	-	0.00%	23,591	23,591
Fire TCLEOSE Allocation	-	-	0.00%	1,000	1,000
State JAG Allocation	47,117	26,456	100.00%	26,455	26,456
COPS Grant	39,250	-		-	-
Federal JAG Allocation	-	-	0.00%	34,000	28,802
BJA Cares	-	-		-	-
Police Safety OOG	-	-	0.00%	99,475	99,475
AFG Grant	-	-		-	-
SAFER Grant	79,298	-	0.00%	483,928	666,552
Coronavirus Relief Funds	-	-		-	-
Total Other Agencies	**310,672**	**169,864**	**18.45%**	**920,454**	**1,107,394**
Miscellaneous					
Miscellaneous	109,329	91,778	45.15%	203,276	146,977
Unclaimed Property Revenue	4,341	6,804	54.43%	12,500	13,029
Return Checks	25	18		-	18
Sale of Equipment	-	-	0.00%	400	-
Junk Vehicle Revenue	-	-		-	-
Methane Gas Sales	173,548	143,349	28.67%	500,000	321,749
Funeral Escorts	3,200	2,100	21.00%	10,000	8,400
Total Miscellaneous	**290,442**	**244,049**	**33.61%**	**726,176**	**490,173**
Total General Fund Revenues	**$ 59,276,089**	**$ 62,559,419**	**65.32%**	**$ 95,768,873**	**$ 96,018,389**

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	$ 450,686	$ 517,768	48.43%	$ 1,069,138	$ 945,643
Outside Agencies	149,693	133,250	47.09%	282,943	282,943
GF Non-Dept Exp	785,864	2,376,925	92.72%	2,563,579	2,345,419
Innovation and Economic Development	9,336	8,605	62.96%	13,667	9,667
Finance	988,968	1,086,777	56.21%	1,933,570	1,918,862
Legal	617,261	650,643	45.04%	1,444,493	1,369,088
Communications	243,004	293,280	43.55%	673,491	683,699
Human Resources	314,109	313,788	43.69%	718,242	666,848
Total General Government	**3,558,921**	**5,381,037**	**61.86%**	**8,699,123**	**8,222,169**
Public Safety					
Police Services	16,915,058	18,145,818	48.28%	37,582,042	37,347,982
State JAG	47,117	26,458	100.01%	26,456	26,458
Federal JAG	37,416	28,931	85.09%	34,000	28,931
COPS Grant	110,187	15,399	78.81%	19,540	51,323
Auto Theft Task Force	148,650	72,451	39.00%	185,757	182,131
L.E. Education Grant	9,300	17,094	85.47%	20,000	17,921
Fire Services	12,084,602	12,492,392	49.31%	25,333,651	25,767,734
Fire SAFER Grant	205,578	333,276	65.33%	510,173	666,552
Fire TIFMAS	-	10,361		-	10,361
Total Public Safety	**29,557,908**	**31,131,818**	**48.86%**	**63,711,619**	**64,089,032**
Public Services					
Engineering Services	350,360	484,335	39.62%	1,222,401	1,004,453
Streets	1,513,744	1,750,518	46.74%	3,745,140	3,595,407
Traffic Operations	1,110,153	1,053,201	36.07%	2,919,948	2,855,590
Parking Garage	17,987	11,401	39.97%	28,520	28,664
Animal Services	711,918	748,736	46.64%	1,605,210	1,491,109
Total Public Services	**3,704,162**	**4,048,191**	**42.52%**	**9,521,219**	**8,975,223**
Parks & Recreation					
Administration	1,380,884	1,530,211	42.73%	3,581,206	3,613,601
Indoor Recreation	368,605	412,275	51.10%	806,744	854,054
Outdoor Recreation	76,679	86,760	22.03%	393,811	368,304
Median Maint/Arborist	144,788	205,117	41.74%	491,443	472,128
Total Parks & Recreation	**1,970,955**	**2,234,362**	**42.37%**	**5,273,204**	**5,308,087**
Library	**996,848**	**1,035,822**	**47.37%**	**2,186,883**	**2,028,107**
Municipal Court	**936,547**	**1,094,914**	**42.18%**	**2,595,628**	**2,440,448**
Total General Fund Expenditures	**$ 40,725,341**	**$ 44,926,144**	**48.84%**	**$ 91,987,676**	**$ 91,063,066**

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	846,512	922,357	61.23%	1,506,439	2,054,570
Electrical Permits	128,778	101,726	44.23%	230,000	218,109
Plumbing Permits	70,370	61,394	38.37%	160,000	142,742
Zoning Permits	40,384	38,545	40.57%	95,000	87,740
Mechanical Permits	49,381	28,615	31.79%	90,000	73,736
Cert. of Occupancy Fees	10,780	11,270	37.57%	30,000	26,025
Local TABC Fee	2,425	4,750	23.75%	20,000	10,750
Billboard Registration	15,045	14,025	93.22%	15,045	14,025
Sign Permits	14,365	14,245	35.61%	40,000	35,873
Contractor License	29,500	31,900	63.80%	50,000	52,406
House Moving Permits	-	-		-	-
Permit Fee - Clearing	-	-		-	-
Interest Earnings	82,869	108,115	216.23%	50,000	228,115
Copying/Printing Fees	47	18		-	18
Platting Fees	41,309	37,950	44.65%	85,000	81,122
Miscellaneous Income	-	75		-	75
Contractor Testing Fees	-	-		-	-
Subdivision Plan Review	16,000	17,000	28.33%	60,000	46,000
CLG Grant	-	-		-	-
Total Revenues	**1,347,764**	**1,391,984**	**57.25%**	**2,431,484**	**3,071,306**
Expenditures					
Planning and Zoning	420,975	489,000	31.45%	1,554,775	1,378,810
Building Services	725,475	760,811	44.89%	1,694,976	1,582,562
Total Expenditures	**1,146,450**	**1,249,811**	**38.46%**	**3,249,751**	**2,961,372**
Transfer Out	-	-		-	-
Productivity Fund (639)	-	-		-	-
Ending Fund Balance				**2,197,780**	**3,125,981**

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	383,257	163,871	31.11%	526,734	540,172
Charges for Current Services	25,657,539	29,761,450	44.19%	67,351,360	65,899,175
Miscellaneous Income	43,577	70,943	122.74%	57,800	96,837
Total Revenues	**26,084,373**	**29,996,264**	**44.15%**	**67,935,894**	**66,536,184**
Expenditures					
741 Administration	2,684,033	3,409,461	47.55%	7,170,318	6,466,915
742 Water Office	1,607,427	1,612,676	51.95%	3,104,409	3,105,771
743 Water Distribution	2,556,786	2,231,070	42.61%	5,235,558	4,701,194
744 Water Plant	3,590,961	3,537,790	33.13%	10,677,624	9,351,914
745 Waste Collection	1,943,171	2,180,222	50.91%	4,282,510	4,017,382
746 Waste Treatment	2,662,241	2,607,207	41.92%	6,219,330	5,633,234
747 Lake Tyler	417,445	525,543	34.45%	1,525,658	1,369,759
749 GIS	620,759	628,975	45.99%	1,367,712	1,355,080
1741 Purchasing	144,259	152,069	47.26%	321,763	309,862
1745 CD/CMOM (Regulatory Monitoring)	1,879,210	1,527,029	32.12%	4,754,336	4,745,198
1746 Sludge Disposal	710,533	1,213,115	58.31%	2,080,510	1,913,002
Total Expenditures	**18,816,823**	**19,625,158**	**41.99%**	**46,739,728**	**42,969,311**
Transfer In	-	-		-	-
(Transfer Out)	*(6,682,603)*	*(11,172,429)*		*(22,094,857)*	*(22,094,856)*
Economic Development Fund (208)	(87,500)	(87,500)	50.00%	(175,000)	(175,000)
Utilities Capital Fund (503)	(2,750,000)	(7,241,568)	50.00%	(14,483,136)	(14,483,136)
Productivity Fund (639)	(250,000)	(250,000)	100.00%	(250,000)	(250,000)
Property and Facility Fund (663)	(25,327)	(25,327)	50.00%	(50,653)	(50,652)
Debt Service Fund (504)	(3,344,776)	(3,343,034)	50.00%	(6,686,068)	(6,686,068)
Technology Fund (671)	(225,000)	(225,000)	50.00%	(450,000)	(450,000)
General Capital Fund (102)	-	-		-	-
Unreserved Fund Balance				8,573,506	11,509,776
Operating Reserve				7,010,959	6,445,397
Ending Fund Balance / Working Capital				**$ 15,584,465**	**$ 17,955,173**

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

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Use of Money and Property					
Lake Tyler Lot Rental	71,389	88,836	122.36%	72,604	$ 88,836
Lake Tyler Marina	23,120	15,029	45.36%	33,130	29,230
Barge Concession	11,690	8,944	42.59%	21,000	26,044
Interest Earnings	277,057	51,062	12.77%	400,000	396,062
Total Use of Money and Property	**383,257**	**163,871**	**31.11%**	**526,734**	**540,172**
Charges for Current Services					
Meter Activation	147,825	156,656	39.16%	400,000	389,694
Water Service	32,895	87,625	43.81%	200,000	191,258
Sewer Service	52,890	87,027	58.02%	150,000	144,426
Sewer Activation	6,824	4,320	26.18%	16,500	8,456
EMS Billing Fees	1,988	1,988	25.00%	7,953	7,952
Water System Fee	60,555	57,167	48.73%	117,321	115,688
Meter Set & Test Fees	11,033	13,400	70.53%	19,000	23,925
Plug Fee	1,100	-	0.00%	7,500	600
After Hrs./Additional Trip Fees	27,204	23,550	52.33%	45,000	46,200
Water Quality Fee	73,746	69,844	47.74%	146,286	140,830
Current Water Sales	12,598,200	14,006,553	42.36%	33,064,216	32,057,620
Miscellaneous Water Sales	6,820	17,927	89.64%	20,000	27,371
Old Account Collection Fees	-	-		-	-
Reconnect Fees	194,975	193,250	49.55%	390,000	391,425
Overhead Reimbursment from Solid Waste Fund	173,942	172,193	50.00%	344,386	344,384
Sewer Charges	10,183,497	12,976,451	45.15%	28,743,208	27,960,979
Labor & Equipment	141,582	6,136	8.77%	70,000	6,136
Water Connect Fees	117,311	117,300	46.00%	255,000	253,900
Septic Tank Dumping Fees	569,617	712,154	64.45%	1,105,000	1,317,697
Wholesale Water Sales	857,633	726,565	48.44%	1,500,000	1,768,147
Late Notice Fees	277,250	213,833	42.77%	500,000	461,121
Fire Line Charges	98,193	88,956	46.12%	192,875	184,250
Overhead Reimbursment from Storm Water Fund	22,459	28,558	50.00%	57,115	57,116
Total Charges for Current Services	**25,657,539**	**29,761,450**	**44.19%**	**67,351,360**	**65,899,175**
Miscellaneous					
Miscellaneous Income	21,442	47,248	157.49%	30,000	55,922
Lake Tyler East Registration	2,745	2,800	100.00%	2,800	2,800
Returned Check Fees	19,390	20,895	83.58%	25,000	38,115
Total Miscellaneous	**43,577**	**70,943**	**122.74%**	**57,800**	**96,837**
Total Revenues	**$ 26,084,373**	**$ 29,996,264**	**44.15%**	**$ 67,935,894**	**$ 66,536,184**

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	1,562	6,642	132.84%	5,000	12,852
Charges for Residential Serv.	4,866,959	4,636,598	45.13%	10,272,855	10,357,495
Charges for Commercial Serv.	2,424,648	2,496,414	46.28%	5,393,886	5,472,754
Recycle Sales	31,947	44,925	64.18%	70,000	88,405
Roll-Off	827,498	925,282	44.06%	2,100,000	1,932,030
Miscellaneous	663,253	556,839	37.29%	1,493,462	1,495,635
Total Revenues	**8,815,867**	**8,666,700**	**44.82%**	**19,335,203**	**19,359,171**
Expenditures					
Administration	982,723	1,311,329	61.46%	2,133,526	2,101,573
Residential Collection	4,132,432	3,182,708	43.07%	7,390,083	6,584,830
Commercial Collection	2,508,765	2,499,822	45.30%	5,518,390	5,387,413
Keep Tyler Beautiful	74,649	106,531	48.61%	219,176	218,541
Code Enforcement	606,553	695,666	52.87%	1,315,797	1,386,097
Total Expenditures	**8,305,122**	**7,796,057**	**47.03%**	**16,576,972**	**15,678,454**
(Transfer Out)	*(662,827)*	*(1,050,653)*	*89.37%*	*(1,175,653)*	*(1,175,653)*
Economic Development Fund (208)	(50,000)	-		-	-
SW Capital Fund (562)	(412,500)	(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)	(25,327)	(50,653)	100.00%	(50,653)	(50,653)
Technology Fund (671)	(125,000)	(125,000)	50.00%	(250,000)	(250,000)
Operating Reserve				2,486,546	2,351,768
Unreserved Fund Balance				(305,455)	751,809
Ending Fund Balance / Working Capital				**2,181,091**	**3,103,577**

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	$ 5,275	$ 6,642	132.84%	$ 5,000	$ 12,852
Interest Earnings	(3,713)	-		-	-
Total Use of Money and Property	**1,562**	**6,642**	**132.84%**	**5,000**	**12,852**
Charges for Current Services					
Residential Sanitation Fees	4,826,365	4,612,840	45.39%	10,162,855	10,298,175
Special Pickup Revenue	40,594	23,758	21.60%	110,000	59,320
Commercial Fees	2,424,648	2,496,414	46.28%	5,393,886	5,472,754
Roll-Off Collection Fees	827,498	925,282	44.06%	2,100,000	1,932,030
Total Charges for Current Services	**8,119,105**	**8,058,294**	**45.36%**	**17,766,741**	**17,762,279**
Recycle Sales					
Recycle Sales	31,947	44,925	64.18%	70,000	88,405
Total Recycle Sales	**31,947**	**44,925**	**64.18%**	**70,000**	**88,405**
Miscellaneous Income					
Landfill Royalty Fee	305,513	472,110	49.70%	950,000	992,310
Miscellaneous Income	357,740	84,728	15.59%	543,462	503,325
Total Miscellaneous Income	**663,253**	**556,839**	**37.29%**	**1,493,462**	**1,495,635**
Total Revenues	**$ 8,815,867**	**$ 8,666,700**	**44.82%**	**$ 19,335,203**	**$ 19,359,171**

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	607,320	612,896	52.33%	1,171,216	1,214,101
Current Service Charges	76,540	78,349	50.68%	154,600	161,350
Customer Facility Service Charges	69,865	51,681	51.68%	100,000	99,681
Miscellaneous Income	9,088	10,667	73.71%	14,472	16,666
Other Agencies	302,674	325,402	69.48%	468,372	467,402
Total Revenues	**1,065,487**	**1,078,995**		**1,908,660**	**1,959,200**
Expenditures					
Airport					
Operations	779,911	869,913	49.08%	1,772,424	1,772,930
Capital	-	-		-	-
Contingency	-	-	0.00%	50,000	-
Airport Total	**779,911**	**869,913**		**1,822,424**	**1,772,930**
Customer Facility					
Wash Bay Maintenance	9,217	830	8.30%	10,000	-
Wash Bay Debt Service	8,742	7,144	6.76%	105,680	107,474
Total Customer Facility	**17,959**	**7,974**		**115,680**	**107,474**
Total Expenditures	**797,870**	**877,886**		**1,938,104**	**1,880,404**
Transfer In	-	-		*72,000*	-
PFC (234)	-	-	0.00%	72,000	-
Transfer Out	*(18,500)*	*(18,500)*		*(87,000)*	*(87,000)*
Airport Grant Fund (525)	-	-	0.00%	(50,000)	(50,000)
Technology Fund (671)	(18,500)	(18,500)	50.00%	(37,000)	(37,000)
Productivity Fund (639)	-	-		-	-
Reserve for Construction				300	300
Reserve for Customer Facility				444,021	451,908
Unreserve Working Capital				1,186,982	1,215,335
Ending Fund Balance				**$ 1,631,303**	**$ 1,667,543**

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	22,500	22,500	50.00%	45,000	45,000
Airport Long-Term Parking	238,158	239,648	52.44%	457,000	479,649
Interest Earnings	21,286	30,365	89.31%	34,000	66,364
Landing Fees	20,599	24,781	61.92%	40,022	44,682
Restaurant Concessions	6,066	4,489	47.26%	9,500	6,889
FAA Building Rental	28,703	30,659	51.96%	59,005	59,516
Car Leasing Rental	159,111	163,316	54.11%	301,800	303,316
Agricultural Lease	-	-	0.00%	1,693	800
Hangar Land Lease	82,308	74,928	46.98%	159,484	151,368
HAMM	-	-	0.00%	15,000	15,000
Common Use Fees	8,724	8,631	56.74%	15,212	17,630
Wash Bay Fees	7,623	9,237	80.32%	11,500	15,237
Non Aviation Land Lease	12,241	4,343	19.74%	22,000	8,650
Total Use of Money and Property	**607,320**	**612,896**		**1,171,216**	**1,214,101**
Current Service Charges					
Airport Fuel Flowage	37,435	39,540	54.92%	72,000	78,540
Customer Facility Charge	69,865	51,681	51.68%	100,000	99,681
Advertising Space Fees	39,105	38,810	46.98%	82,600	82,810
Total Current Service Charges	**146,405**	**130,030**	**51.07%**	**254,600**	**261,031**
Miscellaneous Income					
Miscellaneous Income	7,802	9,298	81.05%	11,472	15,298
Oil Leases and Royalties	1,286	1,369	45.62%	3,000	1,368
Total Miscellaneous Income	**9,088**	**10,667**	**73.71%**	**14,472**	**16,666**
Other Agencies					
ARPA - Airport	302,674	325,402	69.48%	468,372	467,402
CRRSSA Grant	-	-		-	-
Total Other Agencies	**302,674**	**325,402**	**69.48%**	**468,372**	**467,402**
Total Revenues	**1,065,487**	**1,078,995**	**56.53%**	**1,908,660**	**1,959,200**

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	1,445,817	1,529,404	44.37%	3,447,002	3,674,404
2 % Occupancy Tax	415,010	438,941	44.89%	977,807	1,078,942
Interest Earnings	(1,277)	10,101	67.34%	15,000	19,701
Donations	500,000	500,000	100.00%	500,000	500,000
Total Revenues	**2,359,551**	**2,478,446**		**4,939,809**	**5,273,047**
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	377,250	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	14,687	-		-	-
2% Convention Center Facility	3,182,770	282,228	134.33%	210,100	335,798
Sport Tyler Award	25,000	25,000	100.00%	25,000	25,000
Special Services	(76,430)	29,022	44.65%	65,000	67,322
Parking Lot Improvement	-	25,750	103.00%	25,000	128,451
Tournament Expenses	-	-		-	-
Contingencies	-	-		-	-
Total Expenditures	**3,687,176**	**868,500**		**1,200,100**	**1,431,571**
Transfers In	-	-		-	-
Half Cent (231)	-	-		-	-
Rainy Day Fund (235)	-	-		-	-
(Transfers Out)	*(2,056,100)*	*(2,107,501)*		*(3,596,002)*	*(3,596,000)*
Tourism Fund (219)	(1,450,000)	(1,488,501)	50.00%	(2,977,002)	(2,977,000)
Debt Service Fund (302)	(593,600)	(594,000)	100.00%	(594,000)	(594,000)
Property and Facility Management (663)	(12,500)	(25,000)	100.00%	(25,000)	(25,000)
(Roof Replacement Tourism)					
Unreserved Fund Balance				2,678,673	2,305,005
Reserve (2% Tax)				(977,198)	(501,761)
Ending Fund Balance / Working Capital				**$ 1,701,475**	**$ 1,803,244**

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	16,601	13,523	24.59%	55,000	27,148
Sale of Property	-	-		-	-
Interest Earnings	179,322	156,147	69.40%	225,000	306,146
Total Revenues	**195,923**	**169,669**		**280,000**	**333,294**
Expenditures					
Downtown Property Maintenance	-	-		-	-
Special Services	975,000	-		-	-
Building Improvements	-	-		-	-
Contingencies	-	-	0.00%	100,000	-
Total Expenditures	**975,000**	**-**		**100,000**	**-**
Transfers In	-	-		-	-
General Fund (101)	-	-		-	-
(Transfers Out)	*(2,375,000)*	-		-	-
Hotel Tax Fund (211)	(2,375,000)	-		-	-
General Capital Projects Fund (102)	-	-		-	-
Ending Fund Balance / Working Capital				**$ 7,477,157**	**$ 7,630,451**

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	50,444	116,276	136.80%	85,000	215,276
Special Event Policy	1,800	11,194	1	15,500	18,879
Unemployment / Disability Premiums	56,878	60,544	53.37%	113,450	123,436
Property and Liability Premiums	1,796,363	1,922,496	87.40%	2,199,704	1,922,496
Workers Comp Premiums	1,056,496	1,076,040	101.25%	1,062,746	2,242,383
Outside Agency - ARPA Reimbursement	13,538	-		-	-
Total Revenues	**2,975,519**	**3,186,549**		**3,476,400**	**4,522,470**
Expenditures					
Employee Cost	101,576	111,032	49.34%	225,040	236,243
Unemployment / Disability	72,319	131,598	56.80%	231,693	274,070
Property and Liability	1,378,799	1,573,596	72.23%	2,178,712	2,174,303
Workers Comp	347,033	348,826	38.03%	917,287	760,188
Contingency	-	-	-	500,000	500,000
Total Expenditures	**1,899,727**	**2,165,052**		**4,052,732**	**3,944,804**
Transfer Out	-	-		*1,880*	-
Productivity Fund (639)	-	-	0.00%	1,880	-
Reserved for Workers Comp.				2,556,862	3,420,950
Reserved Property/Liability				852,287	1,140,317
Ending Fund Balance / Working Capital				**$ 3,409,149**	**$ 4,561,267**

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	6,672,438	7,519,190	47.17%	15,941,084	15,181,346
Dental Benefits	199,848	200,216	45.92%	435,988	601,001
Life Insurance	126,968	149,218	67.44%	221,275	297,489
Other Benefits	417,730	838,327	129.43%	514,086	754,193
Interest Earnings	59,544	92,551	351.38%	26,339	182,552
Outside Agencies -Grant Reimbursement	9,243	-		-	-
Total Revenues	**7,485,772**	**8,799,503**		**17,138,772**	**17,016,581**
Expenditures					
Health Benefits	7,469,951	7,601,865	47.89%	15,875,039	15,105,983
Dental Benefits	223,125	246,641	46.56%	529,708	533,314
Life Insurance	107,158	123,955	39.73%	312,000	271,965
Other Benefits	6,187	5,977	21.73%	27,506	11,954
Affordable Care Act	-	-	-	6,789	7,000
Special Services	22,189	36,227	48.58%	74,572	74,465
Travel and Training	-	1,430	-	2,000	1,900
Benefit Analyst	32,312	66,798	53.20%	125,549	138,107
Vision Insurance	48,600	46,718	-	89,983	93,343
Total Expenditures	**7,909,522**	**8,129,611**		**17,043,146**	**16,238,031**
Transfer In	-	-		-	-
(Transfer Out)	-	-		-	-
Ending Fund Balance				**$ 3,496,891**	**$ 4,179,815**

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	$ 59,544	$ 92,551	351.38%	$ 26,339	$ 182,552
Employee Assistance Program	5,949	5,949	22.71%	26,196	11,926
Section 125 Forfeiture	-	-		-	-
Health Benefits Paid by City	5,483,188	6,272,624	49.83%	12,587,438	12,687,438
Health Benefits paid by employee	1,189,250	1,246,566	37.17%	3,353,646	2,493,908
COBRA Premiums	3,086	349,262		-	4,886
Dental Benefits paid by employees	141,385	142,022	48.75%	291,305	283,935
Dental Benefits paid by City	58,463	58,194	40.22%	144,683	317,066
Life Insurance Premiums paid by City	3,654	3,707	45.15%	8,210	7,397
Life Insurance Premiums paid by employees	123,315	145,511	68.29%	213,065	290,092
Miscellaneous Income - Rebates	327,776	258,875	64.72%	400,000	477,337
Stop loss Reimbursement	43,438	187,326		-	187,326
Vision Insurance	37,482	36,916	42.00%	87,890	72,718
Outside Agency - ARPA Reimbursement	9,243	-		-	-
Total Revenues	**$ 7,485,772**	**$ 8,799,503**	**51.34%**	**$ 17,138,772**	**$ 17,016,581**

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	$ 32,312	$ 66,798	53.20%	$ 125,549	$ 138,107
Life Insurance Premiums	107,158	123,955	39.73%	312,000	271,965
Affordable Care Act	-	-	-	6,789	7,000
Special Services	22,189	36,227	48.58%	74,572	74,465
Travel and Training	-	1,430	1	2,000	1,900
Employee Assistance Program Fees	6,187	5,977	21.73%	27,506	11,954
Health Claim Payments	5,367,688	5,551,222	56.39%	9,843,572	9,750,637
Rx Claims	1,531,840	1,380,293	29.74%	4,641,046	3,969,385
Dental Administrative Fees	8,756	8,744	39.93%	21,898	17,523
Dental Claim	214,369	237,897	46.85%	507,810	515,791
Health Admin Fees	143,292	241,045	58.76%	410,222	482,975
Health Stop loss	427,132	429,305	43.80%	980,199	902,986
Vision Insurance	48,600	46,718	51.92%	89,983	93,343
Total Expenditures	**$ 7,909,522**	**$ 8,129,611**	**47.70%**	**$ 17,043,146**	**$ 16,238,031**

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	398,630	1,038,080	33.14%	3,132,248	2,874,300
Dental Benefits	47,429	2,875	3.19%	89,990	70,374
Interest Earnings	-	-		-	-
Total Revenues	**446,060**	**1,040,955**	**32.31%**	**3,222,238**	**2,944,674**
Expenditures					
Health Benefits	1,203,685	1,085,323	37.49%	2,894,599	2,644,179
Dental Benefits	100,070	91,845	47.94%	191,582	199,642
Life Insurance	12,759	12,238	33.46%	36,571	27,249
Special Services	16,669	34,292	82.10%	41,770	23,604
Benefit Analyst	13,848	28,628	53.26%	53,756	44,758
Affordable Care Act	-	-	0.00%	511	1,793
Total Expenditures	**1,347,031**	**1,252,327**	**38.91%**	**3,218,789**	**2,941,225**
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	141,767	30,764	13.15%	233,953	308,123
Retiree Medicare Supplemental Ins Premiums	256,864	51,057	10.72%	476,134	543,235
Retiree Dental Premium	47,429	2,875	3.19%	89,990	70,374
PARS Trust Fund Reimbursement	-	956,259	39.48%	2,422,161	2,022,942
Health Stop Loss	-	-		-	-
Total Revenues	**$ 446,060**	**$ 1,040,955**	**$ 1**	**$ 3,222,238**	**$ 2,944,674**

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	$ 12,759	$ 12,238	33.46%	$ 36,571	$ 27,249
Benefit Analyst	13,848	28,628	53.26%	53,756	44,758
Special Services	16,669	34,292	82.10%	41,770	23,604
Medicare Supplement	539,101	573,819	57.30%	1,001,394	1,036,256
Health Claim Payments	414,334	291,726	23.51%	1,240,624	875,140
Rx Claims	175,765	151,244	30.69%	492,828	580,823
Dental Administrative Fees	4,525	4,424	52.48%	8,430	9,801
Dental Claim	95,545	87,422	47.73%	183,152	189,841
Health Admin Fees	28,771	25,503	47.07%	54,185	59,290
Health Stop loss	45,714	43,033	40.76%	105,568	92,670
Affordable Care Act	-	-	0.00%	511	1,793
Total Expenditures	**$ 1,347,031**	**$ 1,252,327**	**38.91%**	**$ 3,218,789**	**$ 2,941,225**

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-1

Date: May 28, 2025

Subject: Request that the City Council consider adoption of 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 2021 in the amount of $1,887,323, 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-2024-026 FY21 Section 5307) are for partial reimbursements of the operating and planning cost for both fixed route and Americans with Disabilities Act (ADA) paratransit services.

Anticipated grant funding is as follows:

Capital Expenses Eligible for 80% Reimbursement (bus replacement and maintenance) - $300,000
Expenses Eligible for 80% Reimbursement (Preventative Maintenance - $371,000
Operating Expenses Eligible for 50% Reimbursement - $716,244
ADA Expense Eligible for 80% Reimbursement - $377,464
Planning and Research Expenses Eligible for 80% Reimbursement - $122,615
Note: FTA only allows 20% of the total grant to be applied toward ADA expenses.
Once this grant is awarded, Tyler Transit will also apply for TDC funds to cover the local match requirements for the new buses purchased on this grant.
Purchase of 2 Arboc or equivalent buses and related equipment.

The $45,005 of TDC funds for this project will be utilized to meet the required local match for the items listed above.

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 authorizing the City Manager to execute the application for and acceptance of Federal Transit Administration (FTA) Grant Funds under the Section 5307 Fiscal Year 2021 in the amount of $1,887,323, 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:
FY21 5307 Resolution
TxDOT TDC Award Letter FY21 5307

Drafted/Recommended By:
Department Leader Jake Hooter Assistant 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 FY2021 FEDERAL TRANSIT ADMINISTRATION GRANT TX-5307 FOR OPERATING, CAPITAL, PLANNING, & PREVENTATIVE MAINTENANCE TOTALING $1,887,323 ALONG WITH ANY GRANT AMENDMENTS TO INCREASE THE GRANT FUNDING LEVELS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 28, 2025, the City of Tyler was notified by the Federal Transit Administration (FTA) to make an application requesting $1,887,323 for public transportation assistance and for vehicle purchases for Tyler Transit; and

WHEREAS, the Federal Transit Administration has stated that a Grant offer totaling $1,887,323 should be made; and

WHEREAS, it is necessary for the City Council to authorize submission of the application for FTA funds, as well as acceptance of the FY2021 FTA Grant TX-5307 Main Grant in the amount of $1,887,323 and any grant amendments to increase the grant funding levels, along with; and

WHEREAS, this grant supplies reimbursement for a portion of the Transit Department's 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 Grant requesting $1,887,323 for Operating, Capital, 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, is 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 Operating, Capital, 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 28th day of May, 2025.

_____

DONALD P. WARREN, MAYOR OF

THE CITY OF TYLER, TEXAS

ATTEST:

_____

CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____

DEBORAH G. PULLUM, CITY ATTORNEY

DocuSign Envelope ID: 714A7F93-94B3-47DF-9E51-3FF9A250D97F

Texas Department of Transportation

125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

August 16, 2022

Russ Jackson
Transit Manager
City of Tyler
210 E. Oakwood Street
Tyler, TX 75702

Dear Mr. Jackson:

The Public Transportation Program managed by the Public Transportation Division (PTN) of Texas Department of Transportation (TxDOT) was allocated 15,000,000 Transportation Development Credits (TDC) for distribution to eligible projects by the Texas Transportation Commission in Minute Order 116292 for state fiscal year 2023.

This letter awards 32,740 TDC to the City of Tyler for the Tyler urbanized area as match for fleet vehicles. The project will be funded with FY20 federal Section 5339 Bus and Bus Facilities Grant Program funds as identified in TDC application TDC-2023-TYLER-00016.

In making this award the PTN Division has considered the potential of the projects to expand the availability of funding for public transportation projects and finds that the project meets the established goals set forth in Title 43, Texas Administrative Code, §5.102 to support public transit and maximize the use of available federal funds, particularly in situations in which federal funds otherwise would be unused because of the inability to provide the non-federal share.

Upon execution of the Federal Transit Administration grant agreement, the agency must inform TxDOT – PTN of the Federal Award Identification Number (FAIN). This number will be entered as part of the TDC agreement. A TDC agreement must be in place for the TDC to be applied to an FTA grant.

If you have questions or require additional information, please call Justin Lawson at 512-884-8051.

Sincerely,

DocuSigned by:
Eric Gleason
C570CB3DE9C24B0...

Eric L. Gleason
Director, Public Transportation Division

CC: Donna Roberts, Program Services Section Director, TxDOT
Linda Hernandez, Program Manager Lead, TxDOT
Justin Lawson, Program Manager, TxDOT
Nancy Hoehn, Public Transportation Coordinator, TxDOT

5339-2023-11

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-2

Date: May 28, 2025

Subject: Request that the City Council consider authorizing the City Manager to sign a "Letter of Engagement for Professional Audit Services" with Gollob Morgan Peddy, PC to perform the Fiscal Year 2024-2025 Annual Audit for a total combined maximum fee, including all out-of-pocket expenses, not to exceed $119,000.

Item Reference: **Tyler City Charter, Article 4, Section 30(c)**

The Tyler City Charter requires a comprehensive examination and evaluation of all accounting records and financial transactions of all departments and funds of the City to be conducted on an annual basis.

The firm of Gollob Morgan Peddy, PC proposes to perform the Fiscal Year 2024-2025 Comprehensive Annual Financial audit (including the grant audits) for a maximum estimated fee of $119,000, which includes the Airport Passenger Facility Charge program audit and the Section 8 Housing REAC review. This amount is unchanged from the previous year's audit.

The interim audit fieldwork is scheduled to begin August 2025, with the audit report to be issued no later than March 31, 2026.

The current City of Tyler policy mandates that external auditor firms be changed after a maximum of five continuous years of service and this proposed engagement will be the third of five potential annual audit engagements for this firm.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to sign a "Letter of Engagement for Professional Audit Services" with Gollob Morgan Peddy, PC to perform the Fiscal Year 2024-2025 Annual Audit for a total combined maximum fee, including all out-of-pocket expenses, not to exceed $119,000.

Attachments:
City of Tyler Engagement Letter

Drafted/Recommended By:
Department Leader Keidric Trimble, Chief Financial Officer

Edited/Submitted By:
City Manager

Gollob Morgan Peddy
CERTIFIED PUBLIC ACCOUNTANTS

April 28, 2025

The Honorable City Council, Audit Committee
and Management of the City of Tyler, Texas

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Tyler, Texas ("the City"), as of September 30, 2025, and for the year then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents. In addition, we will issue an Annual Comprehensive Financial Report (ACFR) for the year ended September 30, 2025 under the provisions and standards issued by the Government Finance Officers Association ("GFOA"). We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

In addition, we will audit the City's compliance over major federal award programs for the period ended September 30, 2025. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the City's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") and in accordance with Government Auditing Standards, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the City complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards , if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that management's discussion and analysis and schedules of funding progress be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1) Management's Discussion and Analysis.
2) Schedule of Changes in Net Pension Liability and Related Ratios.
3) Schedule of Contributions
4) Schedule of Changes in Net Pension Liability and Related Ratios – Firefighters' Relief and Retirement Fund
5) Schedule of Contributions – Firefighters' Relief and Retirement Fund

Gollob Morgan Peddy PC
1001 ESE Loop 323, Suite 300, Tyler, TX 75701
Tel 903-534-0088 Fax 903-581-3915 www.gmpcpa.com
Members American Institute of Certified Public Accountants and Private Companies Practice Section

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1) Combining Financial Statements – General Governmental Funds
2) Combining Financial Statements – Non-Major Governmental Funds
3) Detailed Schedules of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual: Special Revenue and Capital Projects Funds
4) Combining Financial Statements & Detailed Schedules of Revenues and Expenses – Budget and Actual: Internal Service Funds
5) Combining Financial Statements – Fiduciary Funds
6) Detailed Budgetary Comparisons

Also, the document we submit to you will include the following other additional information in compliance with the issuance of your ACFR, that will not be subjected to the auditing procedures applied in our audit of the financial statements:

1) Letter of Transmittal and other introductory information.
2) Statistical data.

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Other Services

In addition, we will perform audit services and prepare a report related to compliance with requirements applicable to the Passenger Facility Charge Program at Tyler Pounds Regional Airport and issue an opinion on compliance with requirements described in the *Passenger Facility Charge Audit Guide for Public Agencies*, issued by the Federal Aviation Administration (FFA Guide) for the year ended September 30, 2025.

We will also audit and prepare a report on the financial data schedule of the Housing Authority of the City of Tyler, Texas, as required by the U.S. Department of Housing and Urban Development for the year ended September 30 2025.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, U*niform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance). As part of an audit of financial statements in accordance with GAAS and in accordance with Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We will also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body (City Council) of the City of Tyler, Texas. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the

Audit of the Financial Statements (continued)

audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance; and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the City's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and in accordance with Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the City's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the City's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

Audit of Major Program Compliance (continued)

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the City's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received.
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the City is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the City complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs, and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
    a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
    b. Additional information that we may request from management for the purpose of the audit;
    c. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence;
    d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
    e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.

Management's Responsibilities (continued)

16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of non-attest services, including identifying the proper party to oversee non-attest work as described in more detail below;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the City involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

Non-Attest Services

With respect to any non-attest services we perform, as listed below:

During interim field work or at the end of the year, we agree to perform the following:

- Propose adjusting or correcting journal entries to be reviewed and approved by the City's management.
- Prepare the City's basic financial statements and related notes as well as RSI, supplementary information and statistical tables.
- Consult with the City's management on the implementation of any new GASB Standards.

Non-Attest Services (continued)

We will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities.

The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the non-attest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The non-attest services are limited to those services previously outlined above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Engagement Administration, Fees, and Other Matters

We expect to begin our audit as soon as mutually convenient after year-end and to issue our reports no later than the designated March 2026 Council Meeting. As part of our engagement, we will schedule a time to conduct interim field work before year-end. We have prepared a more detail audit timeline that has been included in our audit planning communication letter to the audit committee that is dated April 28, 2025.

Kevin R. Cashion, CPA is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Gollob Morgan Peddy PC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Based on our audit proposal letter dated April 24, 2023, our fees for the services outlined in the letter are as follows:

Audit of the 9/30/25 financial statements and preparation of ACFR	$103,000
Compliance and reporting for the Passenger Facility Charge Program	$7,500
Compliance and reporting for the Sec. 8 REAC Program	$8,500

Our fees for these services will be based on the actual time spent at our standard hourly rates. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. In the event that a State Single Audit is required, we would estimate that the fee would be $7,500 for each grant program that is required to be tested and included ("major state program"). The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our services will be invoiced monthly as the audit work progresses. Payment of our services will be due within 30 days of each invoice date. A finance charge of 6% simple interest, calculated at 0.5% per month, will be assessed on any unpaid balance after deduction of current payments made within thirty days of the date of billing.

The audit documentation for this engagement is the property of Gollob Morgan Peddy PC and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to cognizant or oversight agency for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Gollob Morgan Peddy PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the

Engagement Administration, Fees, and Other Matters (continued)

aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by cognizant or grantor agencies. If we are aware that a federal awarding agency, pass-through City, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

At the conclusion of our audit engagement, we will communicate to the Honorable City Council and Management of the City of Tyler, Texas the following findings from the audit:

- Our view about the qualitative aspects of the City's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report. Our 2024 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City of Tyler and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

GOLLOB MORGAN PEDDY PC

Kevin Cashion

Kevin R. Cashion, CPA

RESPONSE:

This letter correctly sets forth the understanding of the City of Tyler, Texas.

By:_____

Title:_____

Date:_____

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-3

Date: May 28, 2025

Subject: Request that the City Council consider reviewing and accepting the Investment Report for the quarter ending March 31, 2025.

Item Reference:

The City of Tyler Investment Portfolio Summary includes all of the core information required under the Public Funds Investment Act plus some additional supporting information that has been prepared to assist the City Council in the quarterly review process. Please reference the attachment labeled as Investments held on March 31, 2025.

RECOMMENDATION:

Request that the City Council consider reviewing and accepting the Investment Report for the quarter ending March 31, 2025.

Attachments:
Investment Portfolio March 31, 2025
Investments_held_on_March_31
Market Outlook 2025 04 04

Drafted/Recommended By:
Department Leader Keidric Trimble, CFO

Edited/Submitted By:
City Manager

INVESTMENT PORTFOLIO SUMMARY

For the Quarter Ended

March 31, 2025

Prepared by

Valley View Consulting, L.L.C.

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

Chief Financial Officer

Controller

Accounting Manager

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

Summary
Quarter End Results by Investment Category

City Funds

Asset Type	December 31, 2024 Ave. Yield	December 31, 2024 Book Value	December 31, 2024 Market Value	March 31, 2025 Ave. Yield	March 31, 2025 Book Value	March 31, 2025 Market Value
Pools/Bank	3.76%	$ 19,989,398	$ 19,989,398	4.19%	$ 50,514,556	$ 50,514,556
Securities/CDs	5.00%	113,552,636	113,552,636	4.82%	113,856,443	113,856,443
Totals	4.82%	**$ 133,542,034**	**$ 133,542,034**	4.62%	**$ 164,370,999**	**$ 164,370,999**

Current Quarter Average Yield *(1)*

Total Portfolio	4.62%

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

Total Portfolio	4.72%

Interest Earnings

Quarterly Interest Income	$ 1,685,792	Approximate
Year-to-date Interest Income	$ 3,271,323	Approximate

Bank Fees Offset

Quarterly Bank Fees Offset	$ 10,581
Year-to-date Bank Fees Offset	$ 22,621

Hotel Bond

Asset Type	December 31, 2024 Ave. Yield	December 31, 2024 Book Value	December 31, 2024 Market Value	March 31, 2025 Ave. Yield	March 31, 2025 Book Value	March 31, 2025 Market Value
Pools/Bank	4.69%	$ 5,725	$ 5,725	0.00%	**$ –**	**$ –**
Totals	4.69%	**$ 5,725**	**$ 5,725**	0.00%	**$ –**	**$ –**

Current Quarter Average Yield *(1)*

Total Portfolio	0.00%

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

Total Portfolio	2.35%

Interest Earnings

Quarterly Interest Income	$ 21	Approximate
Year-to-date Interest Income	$ 90	Approximate

Summary
Quarter End Results by Investment Category

Water Utilities Revenue Bond

Asset Type	December 31, 2024 Ave. Yield	December 31, 2024 Book Value	December 31, 2024 Market Value	March 31, 2025 Ave. Yield	March 31, 2025 Book Value	March 31, 2025 Market Value
Pools/Bank	4.84%	$ 36,189,794	$ 36,189,794	4.86%	$ 25,228,706	$ 25,228,706
Totals	4.84%	**$ 36,189,794**	**$ 36,189,794**	4.86%	**$ 25,228,706**	**$ 25,228,706**

Current Quarter Average Yield *(1)*	
Total Portfolio	4.86%

Fiscal Year-to-Date Average Yield *(2)*	
Total Portfolio	4.85%

Interest Earnings		
Quarterly Interest Income	$ 372,381	Approximate
Year-to-date Interest Income	$ 900,029	Approximate

Total Portfolio

Current Quarter Average Yield *(1)*	
Total Portfolio	4.65%
Rolling Three Month Treasury	4.34%
Rolling Six Month Treasury	4.34%
TexPool	4.33%

Fiscal Year-to-Date Average Yield *(2)*	
Total Portfolio	4.74%
Rolling Three Month Treasury	4.45%
Rolling Six Month Treasury	4.49%
TexPool	4.45%

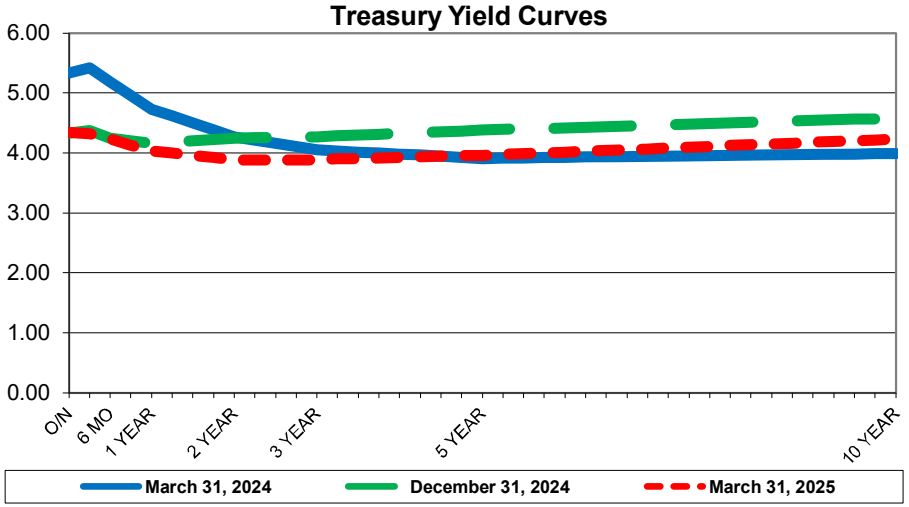
(1) **Current Quarter Weighted Average Yield** - calculated using quarter end report yields and adjusted book values; does not reflect a total return analysis, realized or unrealized gains/losses, or account for investment advisory fees. The yield for the reporting month is used for bank, pool, and money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

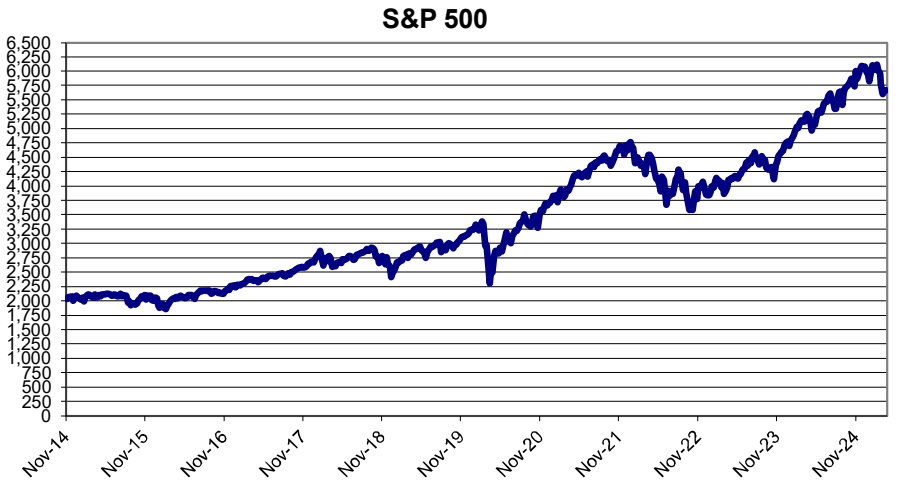
(2) **Fiscal Year-to-Date Weighted Average Yields** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

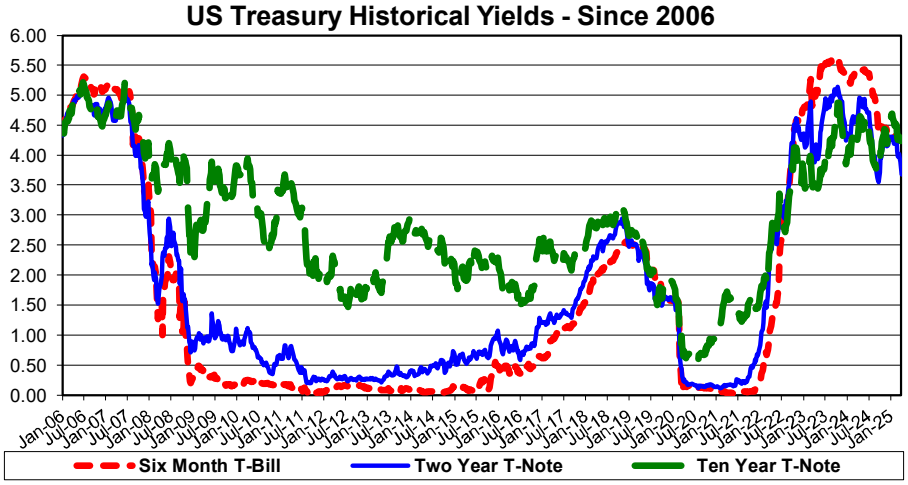
Economic Overview

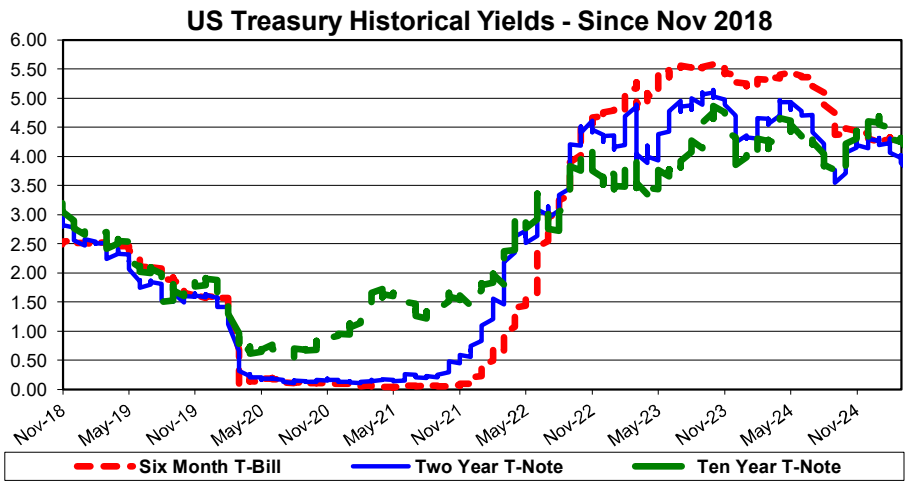
3/31/2025

The Federal Open Market Committee (FOMC) kept the Fed Funds target range at 4.25% - 4.50% (Effective Fed Funds trade +/-4.33%). Expectations for additional rate cuts are volatile with current estimates at four 0.25% cuts projected during 2025. March Non-Farm Payroll increased to +228k new jobs, but the Three Month Rolling Average decreased to +152k (from the previous +200k). Fourth Quarter 2024 final GDP ticked up to +2.4% with 2.8% expansion for all of 2024. The S&P 500 Stock Index dipped +/-3% in March to under 5,600. The yield curve flattened with a slight checkmark shape. Crude Oil bounced +/- $70 per barrel. Inflation remains above the FOMC 2% target (Core PCE +/-2.8% and Core CPI +/-3.1%). Declining global economic outlook and ongoing/expanding international political disruptions increases uncertainty.









All numbers estimated and subject to change.

Investment Holdings

March 31, 2025

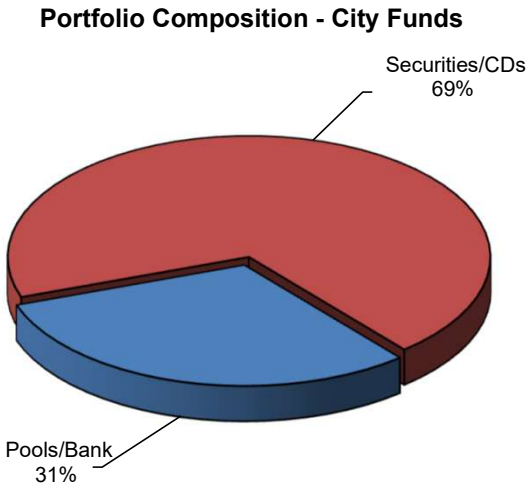
Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
City Funds										
Cash - Pooled (3)		0.80%	04/01/25	03/31/25	$ 4,859,198	$ 4,859,198	1.00	$ 4,859,198	1	0.80%
NOW		4.53%	04/01/25	03/31/25	17,967,907	17,967,907	1.00	17,967,907	1	4.53%
NOW #2		4.53%	04/01/25	03/31/25	20,080,767	20,080,767	1.00	20,080,767	1	4.53%
InterBank MMA		4.65%	04/01/25	03/31/25	7,606,664	7,606,664	1.00	7,606,664	1	4.65%
LOGIC - City Funds	AAAm	4.46%	04/01/25	03/31/25	21	21	1.00	21	1	4.46%
American Nat'l Bank & Trust CD		4.50%	05/05/25	05/04/23	4,343,769	4,343,769	100.00	4,343,769	35	4.59%
Texas Bank CD		4.56%	06/05/25	06/08/23	8,690,017	8,690,017	100.00	8,690,017	66	4.66%
Cornerstone Capital Bank CDARS		5.31%	06/26/25	06/27/24	10,412,459	10,412,459	100.00	10,412,459	87	5.45%
Third Coast Bank CD		5.10%	06/29/25	06/29/23	5,463,121	5,463,121	100.00	5,463,121	90	5.20%
Veritex Community Bank CD		5.00%	07/11/25	07/11/23	3,260,444	3,260,444	100.00	3,260,444	102	5.12%
American Nat'l Bank & Trust CD		5.10%	08/14/25	08/17/23	3,259,142	3,259,142	100.00	3,259,142	136	5.23%
American Nat'l Bank & Trust CD		5.30%	10/23/25	10/26/23	5,394,414	5,394,414	100.00	5,394,414	206	5.44%
American Nat'l Bank & Trust CD		5.00%	11/27/25	11/29/23	3,207,422	3,207,422	100.00	3,207,422	241	5.13%
American Nat'l Bank & Trust CD		5.00%	12/04/25	12/07/23	3,204,314	3,204,314	100.00	3,204,314	248	5.13%
Southside Bank CD		4.24%	01/27/26	01/27/25	11,000,000	11,000,000	100.00	11,000,000	302	4.32%
Wallis Bank CDARS		4.29%	02/19/26	02/20/25	10,047,121	10,047,121	100.00	10,047,121	325	4.38%
First Nat'l Bank CD		4.75%	02/21/26	02/21/24	10,484,876	10,484,876	100.00	10,484,876	327	4.84%
BOK Financial CDARS		4.14%	03/19/26	03/20/25	10,013,630	10,013,630	100.00	10,013,630	353	4.23%
BOK Financial CDARS		4.63%	03/19/26	03/21/24	1,048,863	1,048,863	100.00	1,048,863	353	4.74%
BOK Financial CDARS		4.63%	03/26/26	03/28/24	1,047,932	1,047,932	100.00	1,047,932	360	4.74%
BOK Financial CDARS		4.63%	03/26/26	03/28/24	1,047,932	1,047,932	100.00	1,047,932	360	4.74%
BOK Financial CDARS		4.63%	04/02/26	04/04/24	209,400	209,400	100.00	209,400	367	4.75%
BOK Financial CDARS		4.63%	04/02/26	04/04/24	1,570,502	1,570,502	100.00	1,570,502	367	4.74%
BOK Financial CDARS		4.63%	04/09/26	04/11/24	836,858	836,858	100.00	836,858	374	4.74%
BOK Financial CDARS		4.63%	04/09/26	04/11/24	836,858	836,858	100.00	836,858	374	4.74%
BOK Financial CDARS		4.63%	04/16/26	04/18/24	1,881,258	1,881,258	100.00	1,881,258	381	4.74%
BOK Financial CDARS		4.63%	04/16/26	04/18/24	1,985,773	1,985,773	100.00	1,985,773	381	4.74%
NexBank CD		4.90%	04/22/26	04/22/24	8,366,107	8,366,107	100.00	8,366,107	387	5.01%
NexBank CD		4.80%	05/20/26	05/17/24	6,244,230	6,244,230	100.00	6,244,230	415	4.91%
City Funds - Sub Total					**$ 164,370,999**	**$ 164,370,999**		**$ 164,370,999**	**176**	**4.62%**
									(1)	**(2)**

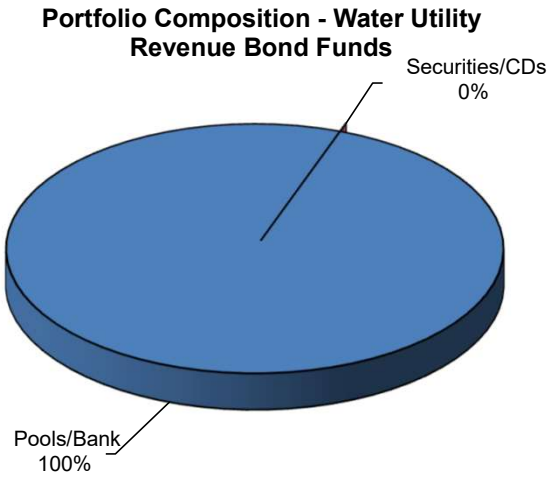
Investment Holdings

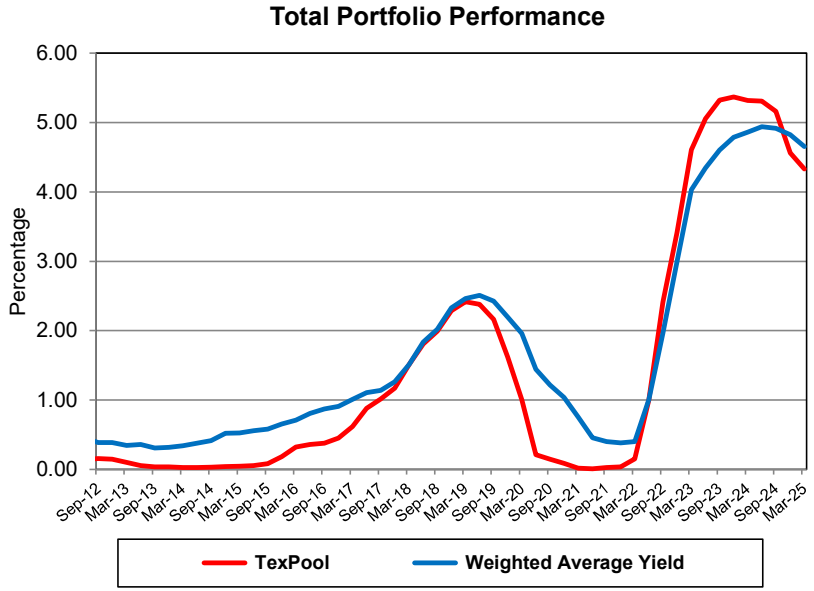
March 31, 2025

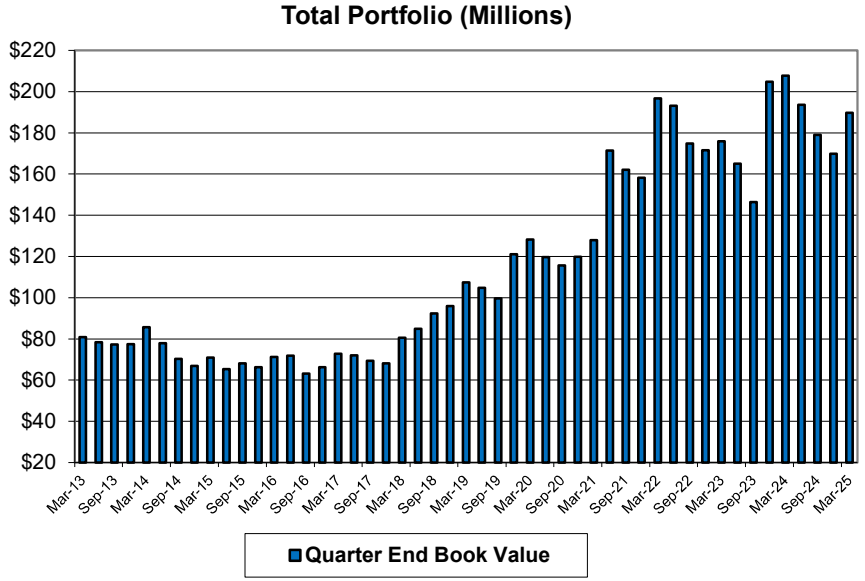
Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
Water Utilities Revenue Bond										
NOW #3 - Bond		4.53%	04/01/25	03/31/25	$ 65,518	$ 65,518	1.00	$ 65,518	1	4.53%
NOW #4 - Bond		4.86%	04/01/25	03/31/25	20,753,742	20,753,742	1.00	20,753,742	1	4.86%
NOW #5 - Bond		4.86%	04/01/25	03/31/25	4,282,995	4,282,995	1.00	4,282,995	1	4.86%
TexSTAR - Bond	AAAm	4.34%	04/01/25	03/31/25	126,452	126,452	1.00	126,452	1	4.34%
Water Utilities Revenue Bond - Sub Total					**$ 25,228,706**	**$ 25,228,706**		**$ 25,228,706**	**1**	**4.86%**
									(1)	**(2)**
Total Portfolio					**$ 189,599,706**	**$ 189,599,706**		**$ 189,599,706**	**152**	**4.65%**
									(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
Securities/CDs
69%
Pools/Bank
31%


Portfolio Composition - Water Utility
Revenue Bond Funds
Securities/CDs
0%
Pools/Bank
100%


Total Portfolio Performance
Percentage
6.00
5.00
4.00
3.00
2.00
1.00
0.00
Sep-12
Mar-13
Sep-13
Mar-14
Sep-14
Mar-15
Sep-15
Mar-16
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Sep-22
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Sep-24
Mar-25
TexPool
Weighted Average Yield


Total Portfolio (Millions)
$220
$200
$180
$160
$140
$120
$100
$80
$60
$40
$20
Mar-13
Sep-13
Mar-14
Sep-14
Mar-15
Sep-15
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Sep-23
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Sep-24
Mar-25
Quarter End Book Value

Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 12/31/24	Increases	Decreases	Book Value 03/31/25	Market Value 12/31/24	Change in Market Value	Market Value 03/31/25
Cash - Pooled	0.80%	04/01/25	$ 5,014,608	$ –	$ (155,410)	$ 4,859,198	$ 5,014,608	$ (155,410)	$ 4,859,198
NOW	4.53%	04/01/25	6,488,126	11,479,781	–	17,967,907	6,488,126	11,479,781	17,967,907
NOW #2	4.53%	04/01/25	6,929,828	13,150,938	–	20,080,767	6,929,828	13,150,938	20,080,767
NOW #3 - Bond	4.53%	04/01/25	64,800	718	–	65,518	64,800	718	65,518
NOW #4 - Bond	4.86%	04/01/25	26,785,432	–	(6,031,690)	20,753,742	26,785,432	(6,031,690)	20,753,742
NOW #5 - Bond	4.86%	04/01/25	8,586,375	–	(4,303,381)	4,282,995	8,586,375	(4,303,381)	4,282,995
InterBank MMA	4.65%	04/01/25	1,556,835	6,049,829	–	7,606,664	1,556,835	6,049,829	7,606,664
TexSTAR - Bond	4.34%	04/01/25	753,186	–	(626,734)	126,452	753,186	(626,734)	126,452
LOGIC - City Funds	4.46%	04/01/25	–	21	–	21	–	21	21
LOGIC - Hotel Bond	4.69%	04/01/25	5,725	–	(5,725)	–	5,725	(5,725)	–
Veritex Community Bank CD	4.92%	01/27/25	10,976,518	–	(10,976,518)	–	10,976,518	(10,976,518)	–
East West Bank CD	5.08%	02/26/25	9,918,990	–	(9,918,990)	–	9,918,990	(9,918,990)	–
Southside Bank CD	4.70%	03/14/25	10,855,175	–	(10,855,175)	–	10,855,175	(10,855,175)	–
American Nat'l Bank & Trust CD	4.50%	05/05/25	4,295,925	47,843	–	4,343,769	4,295,925	47,843	4,343,769
Texas Bank CD	4.56%	06/05/25	8,592,968	97,049	–	8,690,017	8,592,968	97,049	8,690,017
Cornerstone Capital Bank CDARS	5.31%	06/26/25	10,277,101	135,359	–	10,412,459	10,277,101	135,359	10,412,459
Third Coast Bank CD	5.10%	06/29/25	5,395,280	67,841	–	5,463,121	5,395,280	67,841	5,463,121
Veritex Community Bank CD	5.00%	07/11/25	3,220,575	39,869	–	3,260,444	3,220,575	39,869	3,260,444
American Nat'l Bank & Trust CD	5.10%	08/14/25	3,218,417	40,725	–	3,259,142	3,218,417	40,725	3,259,142
American Nat'l Bank & Trust CD	5.30%	10/23/25	5,324,413	70,001	–	5,394,414	5,324,413	70,001	5,394,414
American Nat'l Bank & Trust CD	5.00%	11/27/25	3,168,099	39,323	–	3,207,422	3,168,099	39,323	3,207,422
American Nat'l Bank & Trust CD	5.00%	12/04/25	3,165,054	39,260	–	3,204,314	3,165,054	39,260	3,204,314
Southside Bank CD	4.24%	01/27/26	–	11,000,000	–	11,000,000	–	11,000,000	11,000,000
Wallis Bank CDARS	4.29%	02/19/26	–	10,047,121	–	10,047,121	–	10,047,121	10,047,121
First Nat'l Bank CD	4.75%	02/21/26	10,360,830	124,046	–	10,484,876	10,360,830	124,046	10,484,876
BOK Financial CDARS	4.14%	03/19/26	–	10,013,630	–	10,013,630	–	10,013,630	10,013,630
BOK Financial CDARS	4.63%	03/19/26	1,036,954	11,909	–	1,048,863	1,036,954	11,909	1,048,863
BOK Financial CDARS	4.63%	03/26/26	1,036,034	11,898	–	1,047,932	1,036,034	11,898	1,047,932
BOK Financial CDARS	4.63%	03/26/26	1,036,034	11,898	–	1,047,932	1,036,034	11,898	1,047,932
BOK Financial CDARS	4.63%	04/02/26	207,023	2,378	–	209,400	207,023	2,378	209,400
BOK Financial CDARS	4.63%	04/02/26	1,552,670	17,832	–	1,570,502	1,552,670	17,832	1,570,502
BOK Financial CDARS	4.63%	04/09/26	827,356	9,502	–	836,858	827,356	9,502	836,858
BOK Financial CDARS	4.63%	04/09/26	827,356	9,502	–	836,858	827,356	9,502	836,858
BOK Financial CDARS	4.63%	04/16/26	1,859,898	21,360	–	1,881,258	1,859,898	21,360	1,881,258
BOK Financial CDARS	4.63%	04/16/26	1,963,226	22,547	–	1,985,773	1,963,226	22,547	1,985,773
NexBank CD	4.90%	04/22/26	8,265,835	100,272	–	8,366,107	8,265,835	100,272	8,366,107
NexBank CD	4.80%	05/20/26	6,170,905	73,325	–	6,244,230	6,170,905	73,325	6,244,230
TOTAL / AVERAGE	**4.65%**		**$ 169,737,552**	**$ 62,735,778**	**$(42,873,624)**	**$ 189,599,706**	**$ 169,737,552**	**$ 19,862,153**	**$ 189,599,706**

Cash and Investments by Fund

		03/31/2025	12/31/2024	Difference
General Fund	101	$ 35,458,359	$ 27,810,447	$ 7,647,912
General Capital Projects Fund	102	1,061,262	1,250,842	(189,580)
Street Improvement Fund	103	2,567,054	504,287	2,062,767
Development Services Fund	202	5,175,073	5,208,396	(33,323)
Cemeteries Operating Fund	204	374,244	56,152	318,092
Forfeitures Fund	205	424,552	413,953	10,599
Court Technology Fund	207	447,471	358,567	88,904
Hotel-Motel Tax Fund	211	418,530	891,160	(472,630)
Donations Fund	216	1,390,494	1,395,227	(4,734)
TIF/TIRZ # 3	218	1,374,040	1,168,128	205,912
Tyler Tourism & Convention Facilities Fund	219	130,466	(80,244)	210,710
Half Cent Sales Tax Fund	231	34,824,627	31,258,415	3,566,212
Passenger Facility Fund	234	753,041	699,054	53,987
Oil & Natural Gas Fund	235	7,465,405	7,377,303	88,102
PEG Fee Fund	236	1,096,915	1,310,755	(213,840)
Fair Plaza Fund	240	(3,859)	(3,859)	–
Retained HUD Admin Fee Fund	274	476	471	5
Housing Assistance Fund	276	1,584,816	1,396,347	188,468
State/Federal Grants Fund	285	(100,658)	(69,730)	(30,928)
Transit System Fund	286	(630,082)	(2,441,829)	1,811,747
CDBG Grant Fund	294	105,437	52,576	52,862
HOME Grant Fund	295	1,377,290	1,104,662	272,628
HOT Debt Service Fund	302	422,963	963	422,000
Revenue Bond HOT 2021	402	–	5,725.13	(5,725)
Utilities Fund	502	11,541,845	482,393	11,059,452
Utilities Construction Fund	503	13,056,948	19,495,908	(6,438,960)
Utilities Debt Service Fund	504	6,150,832	5,909,076	241,755
Utilities Debt Reserve Fund	505	11,065	10,946	119
Revenue Bond Series 2021	512	126,452	753,186	(626,734)
Revenue Bond Series 2022	513	65,518	64,800	718
Revenue Bond Series 2017	518	1,063	1,063	–
Revenue Bond Series 2019	519	216,386	244,776	(28,390)
Revenue Bond Series 2023 CIP	520	20,753,742	26,785,432	(6,031,690)
Revenue Bond Series 2023 CD	521	4,282,995	8,586,375	(4,303,380)
Airport Fund	524	1,809,537	1,470,574	338,962
Airport Grant Fund	525	(1,268,071)	(898,484)	(369,586)
Solid Waste Fund	560	(1,362,360)	(1,578,367)	216,007
Solid Waste Capital Projects Fund	562	886,493	929,417	(42,924)
Storm Water Management	575	1,227,111	1,026,406	200,705
Productivity Improvement Fund	639	1,939,332	2,094,278	(154,945)
Fleet Replacement Fund	640	6,874,351	7,074,017	(199,666)

Cash and Investments by Fund

		03/31/2025	12/31/2024	Difference
Prop, Liab, W/C Insurance Fund	650	5,480,585	5,176,828	303,757
Employee Benefits Fund	661	4,950,789	3,956,974	993,816
Prop & Facility Management Fund	663	1,437,403	1,463,916	(26,513)
Technology Fund	671	3,991,938	3,105,858	886,080
Payroll Fund	710	1,241,583	1,244,467	(2,883)
Cemetery Trust Fund	713	3,375,267	3,357,067	18,200
Landfill Trust Fund	720	3,625,613	3,503,608	122,005
Retiree Benefits Fund	761	(204,857)	(661,145)	456,289
Section 125 Trust Fund	772	343,891	335,732	8,159
TOTAL		**$ 186,273,367.67**	**$ 173,602,870.85**	**$ (12,670,496.82)**

Investments held on March 31, 2025 by type and by major fund are shown below:

Investment Category	Book Value	Market Value	Quarterly Average Yield	Average Maturity
City Funds				
Pools/Bank	50,514,556	50,514,556	4.19	1 day
Securities/CD's	113,856,443	113,856,443	4.82	176 days
Hotel Bond				
Pools/Bank	0	0	0	1 day
Revenue Bond				
Pools/Bank	25,228,706	25,228,706	4.86	1 day
Securities/CD's	0	0	0	0 days
	189,599,706	189,599,706	4.65	152 days

*Totals listed reflect rounded figures

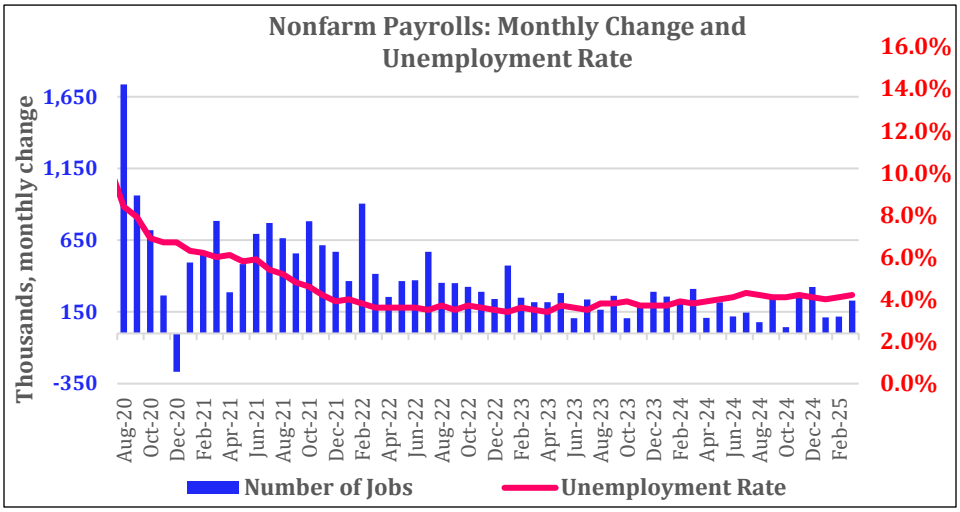
Benchmarks: Rolling 3 month Treasury average yield was 4.34 percent
Rolling 6 month Treasury average yield was 4.34 percent
The Tex Pool average yield for this quarter was 4.33 percent
The Fiscal Year-to-Date Average Yield was 4.74 percent

Valley View Consulting, L.L.C.

Market Outlook

April 4, 2025

The Federal Open Market Committee (FOMC) voted to maintain the current Fed Funds target range of 4.25% to 4.50% at their meeting on March 18th and 19th. They are not expected to make any changes at the May 6th and 7th meeting as they wait to see the impact of the administration's trade policy. The housing sector saw gains in February as inventory improved, but mortgage rates remain elevated. Retail sales increased for the month but lagged market forecasts.



The March Employment report added 228,000 jobs, exceeding expectations of 135,000. The previous two months were adjusted with a net decrease of 48,000 jobs. February was revised to +117,000 from the +151,000 previously reported, and January was revised to +111,000 from the previously reported +125,000 jobs. The three-month average decreased to +152,000 per month (the previous three-month average was +200,000 per month). For March, Health/Education (+77,000), Leisure/Hospitality (+43,000), Retail (+23,700), and Transportation/Warehousing (+22,900) experienced the largest gains. Government (+19,000), Construction (+13,000), Professional/Business (+3,000), and Manufacturing (+1,000) remained positive, while Mining (-1,400) declined for the month. The March Labor Participation Rate, a measure of the percentage of eligible workers that hold jobs, rose to 62.5% from 62.4% the prior month, still below its pre-pandemic level of 63.4%. The March Unemployment Rate edged up to 4.2%, the highest level since November and above market expectations to remain at 4.1%. 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 slightly to 7.9% from 8.0% in February. Average Hourly Earnings (AHE) for March matched market forecasts, rising 0.3%, and AHE year-over-year decreased to 3.8% from 4.0% the prior month. Job openings fell by 194,000 to 7.57 million jobs in February, below market expectations of 7.63 million jobs. The number of unemployed people increased by 31,000 to 7.05 million in March.

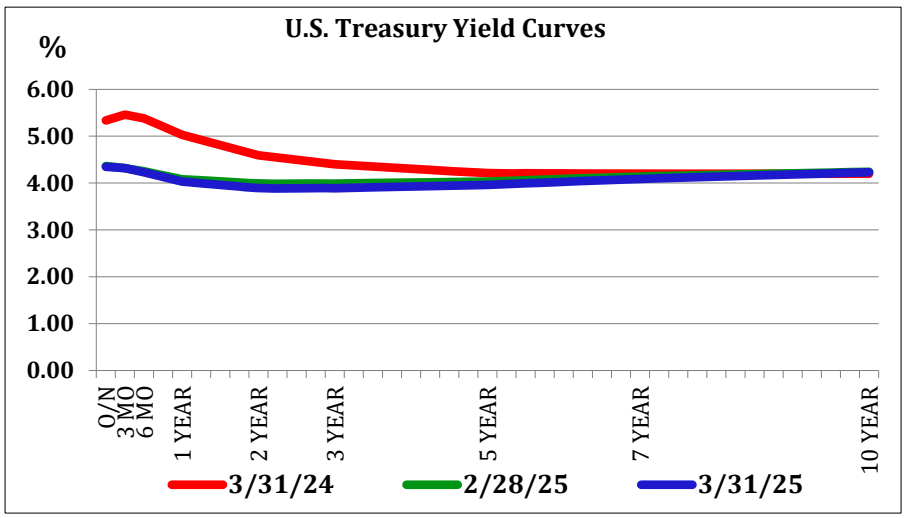
Existing Home Sales increased 4.2% in February, rebounding from last month's 4.7% decline with year-over-year sales slipping 1.2%. The median existing-home sales price for February was $398,400, up 3.8% from one year ago, the twentieth consecutive month of year-over-year price increases. Inventories of Existing Homes for sale grew 5.1% from January, with a 3.5-month supply at the current sales pace. New Home Sales rose 1.8% in February after falling 6.9% in January. The supply of New Homes for sale decreased slightly from 9.0 months in January to 8.9 months, still above the 6-month supply expected in a balanced market. The median sales price of new homes decreased from the prior month to $414,500 for February. The average 30-year mortgage rate at the end of March decreased to 6.65% from 6.76% at the end of February. The S&P Case Shiller report of home prices in 20 metropolitan areas reported a 0.1% increase in home values during the month of January after five consecutive months of decline. The Federal Housing Finance Agency (FHFA), the entity that analyzes all domestic home prices, showed a 0.2% increase in home values for January matching market forecasts. Year-over-year Case Shiller is up 4.7% (versus 4.5% from December), the nineteenth consecutive month of year-over-year increases in home prices. The FHFA index is up 4.8% year-over-year matching that of December. Pending Home Sales exceeded market expectations, increasing 2.0% in February after falling 4.6% the month prior. Year-over-year pending home sales decreased 3.6%, following January's 5.2% drop. Housing Starts soared 11.2% after plummeting 11.5% in January when snowstorms and frigid temperatures disrupted construction. Building Permits fell 1.0% in February, the third consecutive month of decline, and Construction Spending rose 0.7%, the largest increase in four months.

Fourth quarter GDP for 2024 showed 2.4% growth driven mainly by personal consumption for both goods and services, with 2.8% expansion for all of 2024. Industrial Production rose 0.7% in February, the third consecutive month of increases, following last month's 0.3% gain and December's 1.1% surge upon resolution of the Boeing strike. Year-over-year industrial production grew 1.4%. Durable Goods Orders unexpectedly increased 0.9% month-over-month in February after climbing 3.3% in January, well above market forecasts of a 1.0% decline. Excluding transportation, durable goods orders increased 0.7%, exceeding market expectations of 0.2% growth.

Factory Orders rose 0.6% in February after 1.8% growth the previous month. Excluding transportation, Factory Orders increased 0.4%, the most in nearly a year, following a 0.3% gain in January. Business inventories rose 0.3% in January after a 0.2% decline in December, largely driven by an increase in wholesale inventories. As an inflation impact measurement, the Producer Price Index (PPI) was flat in February, the lowest rate in seven months, after increasing 0.6% last month due to higher food and energy prices. PPI is up 3.2% from this time last year, compared to 3.7% in January. The Consumer Price Index (CPI) increased 0.2% in February, the lowest rate since October, with shelter costs responsible for about half of the monthly increase. Year-over-year, CPI eased to 2.8% from 3.0% in January. Core CPI, or the results after food and energy numbers are excluded (due to price volatility), increased 0.2% for the month, after rising 0.4% in January. Year-over-year Core CPI fell to 3.1% from January's 3.3%, marking the lowest level since April 2021. The Purchasing Managers Index decreased 1.3 points to 49% in March, the first contraction in three months, as demand and production slowed, and prices accelerated amid looming tariff policies.

Personal Consumption was revised lower to an annualized rate of 4.0% in Q4 2024 compared to 3.7% in Q3. After tumbling 1.2% in January, Retail Sales increased 0.2% in February, well below forecasts of a 0.6% rise. This brought year-over-year retail sales to 3.1% from 3.9% the month prior. Excluding vehicle and gas purchases, sales grew 0.5% in February, rebounding from last month's 0.8% drop. Consumers' attitudes as measured by both the Consumer Sentiment report (-7.7 points) and the Consumer Confidence report (-7.2 points) fell in March, with consumer sentiment hitting the lowest level since November 2022. Inflation expectations for the next year increased to 5.0% (versus 4.3% last month), and the five-year inflation outlook rose to 4.1% from prior month's 3.5%. In February, Personal Consumption Expenditures (PCE) rose 0.3% for the third consecutive month, and PCE year-over-year remained at 2.5%, both in line with market expectations. The Core PCE Index measuring consumption net of food and energy, and one of the indicators watched closely by the FOMC, rose 0.4% in February, the largest increase since January 2024, above market forecasts of a 0.3% rise. Year-over-year increased from 2.7% in January to 2.8% in February, exceeding the FOMC's target inflation rate of 2.0% for the forty seventh consecutive month. The Personal Income component of the PCE series indicated that incomes grew 0.8% in February, beating market expectations of a 0.4% rise, and Personal Spending increased 0.4% for the month, just short of forecasts calling for a 0.5% gain.

At the FOMC meeting held March 18th and 19th, the Committee voted to leave the policy rate unchanged. In his statement, Chair Powell indicated the Committee does not need to be in a hurry and is well positioned to wait for greater clarity. While the Committee's projections for the Fed Funds rate did not change (implying two 25 basis-point cuts in 2025), they did lower GDP and increase unemployment and inflation estimates from their December projections. Following the administration's trade policy announcement, the market plunged and has since priced in four potential 25 basis-point rate cuts for 2025, currently favoring the June, July, September, and December meetings. Chair Powell spoke in Arlington, Virginia two days after the tariff policies were announced and did not waiver on his expectations to carefully monitor the data and wait for greater clarity before considering any adjustments to the Fed Funds rate.



Government Security Investment Pool yields inched up to +/- 4.35% after softening in January to +/- 4.34%. Short-term US Treasury and Agency rates were largely unchanged through March, but terms 1-year and beyond saw notable rate declines, particularly after the tariff announcement. The 1-year Treasury closed March at 4.03% after ending February at 4.08%. The 2-year Treasury fell to 3.89% at the end of March from February's close of 3.99%. Today, the 1-year Treasury closed at 3.83% and the 2-year at 3.65% as the market digests the new trade policies. Bank CDs continue to offer opportunities to lock-in rates above securities with 1-year CD yields at +/- 4.10%. As the FOMC evaluates the incoming data, locking-in fixed income investments can hedge against the possibility of continued rate reductions and help sustain portfolio yields over the long term.

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

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-4

Date: May 28, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute a letter of agreement for professional advisory services with Valley View Consulting for a two year period, expiring June 30, 2027, effective July 1, 2025 with an option to extend this agreement in additional one or two year increments upon satisfactory completion of the next two years of service.

Item Reference:

Valley View Consulting assisted the City of Tyler's investment officers in moving the portfolio from very low yielding federal securities into higher paying certificates of deposit that are fully collateralized to insure safety. The current contract with Valley View Consulting expires on June 30, 2025.

Valley View Consulting has proposed to continue providing the following services:

- Assist the City of Tyler in soliciting, evaluating, and implementing a banking services contract for 2025 and beyond.
- Continue assisting the City's investment officers in developing appropriate investment strategies to achieve policy objectives.
- Continue assisting the City's investment officers in the selection, purchase and sale of investment securities.
- Continue assisting the City's investment officers in preparing reports for City Council.

It is estimated that the annual cost of this agreement will be $75,000 per year (based upon Valley View's fee on an annual basis, which is 3.0 basis points of the average portfolio balance). The City of Tyler will also receive assistance with the banking services request for proposals process as part of the base fee and the City retains the option to cancel the agreement at any time with a 30 days' written notice.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to execute a letter of agreement for professional advisory services with Valley View Consulting for a two year period, expiring June 30, 2025, effective July 1, 2023 with an option to extend this agreement in additional one or two year increments upon satisfactory completion of the next two years of service.

Attachments:
Valley View Contract 2025

Drafted/Recommended By:
Department Leader Keidric Trimble, Chief Financial Officer

Edited/Submitted By:
City Manager

AGREEMENT
BY AND BETWEEN
THE CITY OF TYLER, TEXAS
AND
VALLEY VIEW CONSULTING, L.L.C.

It is understood and agreed that the City of Tyler (the *Investor*) will have money available for investment (the *Investable Funds*) and Valley View Consulting, L.L.C. (the *Advisor*) has been requested to provide professional services to the Investor with respect to the Investable Funds. This agreement (the *Agreement*) constitutes the understanding of the parties with regard to the subject matter hereof.

1. This Agreement shall apply to any and all Investable Funds of the Investor from time to time during the period in which this Agreement shall be effective.

2. The Advisor agrees to provide its professional services to direct and coordinate all programs of investing as may be considered and authorized by the Investor.

3. The Advisor agrees to perform the following duties, as requested:

a. Assist the Investor in developing cash flow projections,

b. Suggest appropriate investment strategies to achieve the Investor's objectives,

c. Advise the Investor on market conditions, general information and economic data,

d. Analyze risk/return relationships between various investment alternatives,

e. Attend occasional meetings as requested by the Investor,

f. Assist in the selection, purchase, and sale of investments. The Advisor shall not have discretionary investment authority over the Investable Funds and the Investor shall make all decisions regarding purchase and sale of investments. The eligible investments are listed in the Investor's Investment Policy,

g. Advise on the investment of bond funds as to provide the best possible rate of return to the Investor in a manner which is consistent with the proceedings of the Investor authorizing the investment of the bond funds or applicable federal rules and regulations,

h. Assist the Investor in creating investment reports in compliance with State legislation and the Investor's Investment Policy,

i. Assist the Investor in creating monthly portfolio accounting reports, and

j. Assist the Investor in selecting a primary depository services financial institution.

4. The Investor agrees to:

a. Compensate the Advisor for any and all services rendered and expenses incurred as set forth in Appendix A attached hereto,

b. Provide the Advisor with the schedule of estimated cash flow requirements related to the Investable Funds, and will promptly notify the Advisor as to any changes in such estimated cash flow projections,

c. Allow the Advisor to rely upon all information regarding schedules, investment policies and strategies, restrictions, or other information regarding the Investable Funds as provided to it by the Investor and that the Advisor shall have no responsibility to verify, through audit or investigation, the accuracy or completeness of such information,

d. Recognize that there is no assurance that recommended investments will be available or that such will be able to be purchased or sold at the price recommended by the Advisor, and

e. Not require the Advisor to place any order on behalf of the Investor that is inconsistent with any recommendation given by the Advisor or the policies and regulations pertaining to the Investor.

5. In providing the investment services in this Agreement, it is agreed that the Advisor shall have no liability or responsibility for any loss or penalty resulting from any investment made or not made in accordance with the provisions of this Agreement, except that the Advisor shall be liable for its own gross negligence or willful misconduct; nor shall the Advisor be responsible for any loss incurred by reason of any act or omission of any broker, selected with reasonable care by the Advisor and approved by the Investor, or of the Investor's custodian. Furthermore, the Advisor shall not be liable for any investment made which causes the interest on the Investor's obligations to become included in the gross income of the owners thereof.

6. The fee due to the Advisor in providing services pursuant to this Agreement shall be calculated in accordance with Appendix A attached hereto, and shall become due and payable as specified. Any and all expenses for which the Advisor is entitled to reimbursement in accordance with Appendix A attached hereto shall become due and payable at the end of each calendar quarter in which such expenses are incurred.

7. This Agreement shall remain in effect until June 30, 2027, with the option of the Investor to extend this Agreement in additional one or two-year increments. Provided, however, the Investor or Advisor may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to the Advisor for services provided and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement is terminated, all investments and/or funds held by the Advisor shall be returned to the Investor as soon as practicable. In addition, the parties hereto agree that upon termination of this Agreement the Advisor shall have no

continuing obligation to the Investor regarding the investment of funds or performing any other services contemplated herein.

8. The Advisor reserves the right to offer and perform these and other services for various other clients. The Investor agrees that the Advisor may give advice and take action with respect to any of its other clients, which may differ from advice given to the Investor. The Investor agrees to coordinate with and avoid undue demands upon the Advisor to prevent conflicts with the performance of the Advisor towards its other clients.

9. The Advisor shall not assign this Agreement without the express written consent of the Investor.

10. By initialing the appropriate line, Investor acknowledges that:

1) _____ Investor was provided a written copy of Form ADV Part 2 not less than 48 hours prior to entering into this written contract, or

2) _____ Investor received a written copy of Form ADV Part 2 at the time of entering into this contract and has the right to terminate this contract without penalty within five business days after entering into this contract.

3) __X_ Investor is renewing an expiring contract and has received in the past, and offered annually, a written copy of Form ADV Part 2.

When accepted by the Investor, it, together with Appendix A attached hereto, will constitute the entire Agreement between the Investor and Advisor for the purposes and the consideration herein specified.

Respectfully submitted,



Richard G. Long, Jr.
Manager, Valley View Consulting, L.L.C.

This agreement is hereby agreed to and executed on behalf of the City of Tyler, Texas.

By _____

City of Tyler

Date: _____

APPENDIX A

FEE SCHEDULE AND EXPENSE ITEMS

In consideration for the services rendered by Advisor in connection with the investment of the Investable Funds for the Investor, it is understood and agreed that its fee will be a tiered annual fee equal to:

Average Quarter End Book Value	**Annual Fee**
First $100 million	0.030% (3 basis points)
Next $100 million	0.025% (2.5 basis points)
Balances above $200 million	0.020% (2 basis points)

Said fee will be billable in arrears and subject to a $75,000.00 annual Fiscal Year maximum.

In the event a flexible repurchase agreement or other similar investment option is utilized, the Advisor shall receive a normal and customary fee within the guidelines of the Internal Revenue Service, in lieu of the Agreement Fee.

Said fee includes all costs of services related to this Agreement, and all travel and business expenses related to attending regularly scheduled occasional meetings. With pre-trip Investor approval, the Advisor may also request reimbursement for special meeting or event travel and business expenses. The obligation of the Advisor to pay expenses shall not include any costs incident to litigation, mandamus action, test case or other similar legal actions.

Any other fees retained by the Advisor shall be disclosed to the Investor.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-5

Date: May 28, 2025

Subject: Request that the City Council consider authorizing the City Manager to approve the accident repair of Transit unit 21967, a 2021 Gillig Bus in the amount of $136,395.62.

Item Reference:

On November 20, 2023, Transit unit 21967 was in a motor vehicle accident at the corner of Front Street and Broadway Avenue. Carl Owens was the only bid received in the amount of $136,395.62. Insurance will reimburse the repair cost of $126,395.62.

Vehicle Services will pay the Carl Owens invoice for a total amount of $136,395.62 and get reimbursed from Transit account 286-0000-361-57-01 for $126,395.62.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to approve the accident repair of Transit unit 21967, a 2021 Gillig Bus in the amount of $136,395.62.

Attachments:
approval email
first estimate
final estimate
invoice

Drafted/Recommended By:
Department Leader Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

Stan Stoffregen

From: Jimmy Ramsey
Sent: Wednesday, April 16, 2025 1:54 PM
To: Stan Stoffregen
Cc: Russ Jackson; Debora Schreck
Subject: RE: Gillig bus
Attachments: Transit - Unit #21967 - Travelers F1S1105 - $65,498.28.pdf; RE: F1S1105001 CITY OF TYLER GILLIG BUS ESTIMATE UNIT 21967 IND - THE TRAVELERS INDEMNITY COMPANY

I received two checks. The first one (attached), dated 07-01-2024, for $65,498.28, and the one I received this week, dated 04-07-2025, for $60,897.34, for the same claim # F1S1105 (unit #21967). Was there a supplemental or did we get paid twice?

Thanks,

Jimmy D. Ramsey
Risk Technician, Risk Management
Organizational Development
Office: (903) 531-1104 | Fax: (903) 531-1248
jramsey@tylertexas.com | www.CityofTyler.org

From: Stan Stoffregen <sstoffregen@tylertexas.com>
Sent: Thursday, April 10, 2025 6:57 AM
To: Jimmy Ramsey <jramsey@tylertexas.com>
Cc: Russ Jackson <RJackson@tylertexas.com>; Debora Schreck <dschreck@tylertexas.com>
Subject: FW: Gillig bus

I thought the insurance check for Unit#21967 went to Carl Owens Body Shop. Can you please check?
Thanks,

Stan Stoffregen
City of Tyler
Vehicle Services
Fleet Manager
903-531-1323
903-521-0235 cell

From: Russ Jackson <RJackson@tylertexas.com>
Sent: Wednesday, April 9, 2025 3:03 PM
To: Debora Schreck <dschreck@tylertexas.com>
Cc: Stan Stoffregen <sstoffregen@tylertexas.com>; Jake Hooter <JHooter@tylertexas.com>; Melissa Sellars <mmedina@tylertexas.com>
Subject: FW: Gillig bus

Deb,

Can you check on the deposit to account 640-0000-361.57-01 for $65,498.28 for unit 21967? It should have come to us and put in our account to follow FTA guidelines. We will need to ask for a budget transfer or allow Finance to figure that out.

Thanks

Russ Jackson
rjackson@tylertexas.com
903-533-8057
City of Tyler
Transit Manager

From: Jimmy Ramsey <jramsey@tylertexas.com>
Sent: Wednesday, April 9, 2025 2:42 PM
To: Russ Jackson <RJackson@tylertexas.com>
Cc: Jake Hooter <JHooter@tylertexas.com>; Melissa Sellars <mmedina@tylertexas.com>
Subject: RE: Gillig bus

Russ,

Below are the insurance payouts I processed current plus 3 fiscal years.

Date Check Received	Check Issuer	Department	Dept #	Claim #	Reason	
Unk	Progressive	Transit	905	207435480	MVA – Unit #16814	$
07/27/2023	Travelers	Transit	905	FWY4143	Bus Fire – Unit #16970	$
06/27/2024	Tyson Foods, Inc	Transit	905	2024153277	Building Damage	$
07/19/2024	Travelers	Transit	905	F1S1105	MVA - Unit #21967	$
11/21/2024	Texas Farm Bureau	Transit	905	100223649	MVA - Bus & Bike Rack	$

I thought there were going to be quite a bit more. We still have the shelter claim open, and I called the insurance company for a status update and left a voicemail. Let me know if any claims are not listed. I'll need the date of loss and event description.

Thank you,

Jimmy D. Ramsey
Risk Technician, Risk Management
Organizational Development
Office: (903) 531-1104 | Fax: (903) 531-1248
jramsey@tylertexas.com | www.CityofTyler.org

From: Russ Jackson <RJackson@tylertexas.com>
Sent: Tuesday, April 8, 2025 3:39 PM
To: Jimmy Ramsey <jramsey@tylertexas.com>
Subject: RE: Gillig bus

No rush. Next week is fine.

Thanks

Russ Jackson
rjackson@tylertexas.com
903-533-8057
City of Tyler
Transit Manager

From: Jimmy Ramsey <jramsey@tylertexas.com>
Sent: Tuesday, April 8, 2025 1:38 PM
To: Russ Jackson <RJackson@tylertexas.com>
Subject: RE: Gillig bus

Hi Russ,

Yes, it will take some time to gather the information but I will get it too you, hopefully by the end of the week.

Thanks,

Jimmy D. Ramsey
Risk Technician, Risk Management
Organizational Development
Office: (903) 531-1104 | Fax: (903) 531-1248
jramsey@tylertexas.com | www.CityofTyler.org

From: Russ Jackson <RJackson@tylertexas.com>
Sent: Tuesday, April 8, 2025 6:35 AM
To: Jimmy Ramsey <jramsey@tylertexas.com>
Cc: Jake Hooter <JHooter@tylertexas.com>; Melissa Sellars <mmedina@tylertexas.com>
Subject: Re: Gillig bus

Jimmy

Do you have insurance payouts that we have received that you can pass on back to us? Trying to chase down where those funds went. I would need the last 3 years, if it's available for us.

Thanks

Russ Jackson
rjackson@tylertexas.com
903-533-8057
City of Tyler
Transit Manager

From: Russ Jackson <RJackson@tylertexas.com>
Sent: Tuesday, April 8, 2025 6:32:23 AM
To: Jimmy Ramsey <jramsey@tylertexas.com>
Cc: Jake Hooter <JHooter@tylertexas.com>; Melissa Sellars <mmedina@tylertexas.com>
Subject: Re: Gillig bus

Sounds good

Thanks

Russ Jackson
rjackson@tylertexas.com
903-533-8057
City of Tyler
Transit Manager

From: Jimmy Ramsey <jramsey@tylertexas.com>
Sent: Monday, April 7, 2025 3:28:48 PM
To: Russ Jackson <RJackson@tylertexas.com>
Cc: Jake Hooter <JHooter@tylertexas.com>; Melissa Sellars <mmedina@tylertexas.com>
Subject: RE: Gillig bus

Travelers contacted me just this morning for payment information. I had them direct the payment to my attention. Once I receive it, I will let you know.

Thanks,

Jimmy D. Ramsey
Risk Technician, Risk Management
Organizational Development
Office: (903) 531-1104 | Fax: (903) 531-1248
jramsey@tylertexas.com | www.CityofTyler.org

From: Russ Jackson <RJackson@tylertexas.com>
Sent: Monday, April 7, 2025 3:24 PM
To: Jimmy Ramsey <jramsey@tylertexas.com>
Cc: Jake Hooter <JHooter@tylertexas.com>; Melissa Sellars <mmedina@tylertexas.com>
Subject: RE: Gillig bus

Yes it is.

Thanks

Russ Jackson
rjackson@tylertexas.com
903-533-8057
City of Tyler
Transit Manager

From: Jimmy Ramsey <jramsey@tylertexas.com>
Sent: Monday, April 7, 2025 12:37 PM
To: Russ Jackson <RJackson@tylertexas.com>
Cc: Jake Hooter <JHooter@tylertexas.com>; Melissa Sellars <mmedina@tylertexas.com>
Subject: RE: Gillig bus

Russ,

Is it for 21967?

Thanks,

Jimmy D. Ramsey
Risk Technician, Risk Management
Organizational Development
Office: (903) 531-1104 | Fax: (903) 531-1248
jramsey@tylertexas.com | www.CityofTyler.org

From: Russ Jackson <RJackson@tylertexas.com>
Sent: Monday, April 7, 2025 12:06 PM

To: Jimmy Ramsey <jramsey@tylertexas.com>
Cc: Jake Hooter <JHooter@tylertexas.com>; Melissa Sellars <mmedina@tylertexas.com>
Subject: FW: Gillig bus

Jimmy

Did we get a check already that we need to deposit?

Thanks

Russ Jackson
rjackson@tylertexas.com
903-533-8057
City of Tyler
Transit Manager

From: Ron Armstrong <ron@carlowenspaint.com>
Sent: Monday, April 7, 2025 11:56 AM
To: Russ Jackson <RJackson@tylertexas.com>
Cc: Stan Stoffregen <sstoffregen@tylertexas.com>; Jake Hooter <JHooter@tylertexas.com>; Debora Schreck <dschreck@tylertexas.com>; Jimmy Ramsey <jramsey@tylertexas.com>
Subject: RE: Gillig bus

Russ,

Insurance just received direction to pay instructions this morning. They are paying the City per Jim Ramsey. I'll let you know as soon as it's ready.

Thank You,

General Manager
Ron Armstrong
903-597-2628
Carl Owens Truck & RV Collision Center
2415 E. Erwin
Tyler, Tx.
75702

From: Russ Jackson <RJackson@tylertexas.com>
Sent: Monday, April 7, 2025 11:53 AM
To: Ron Armstrong <ron@carlowenspaint.com>
Cc: Stan Stoffregen <sstoffregen@tylertexas.com>; Jake Hooter <JHooter@tylertexas.com>; Debora Schreck <dschreck@tylertexas.com>; Jimmy Ramsey <jramsey@tylertexas.com>
Subject: FW: Gillig bus

Ron,

Just let us know if you have any issues and when you are ready, we will pick it up. Did insurance pay you directly?

Thanks

Russ Jackson
rjackson@tylertexas.com
903-533-8057
City of Tyler
Transit Manager

From: Ron Armstrong <ron@carlowenspaint.com>
Sent: Monday, April 7, 2025 11:47 AM
To: Russ Jackson <RJackson@tylertexas.com>
Subject: RE: Gillig bus

Good Morning Russ,

We are doing a cleanup inside and out on your bus and then a final inspection. The bus will be ready Wednesday for pickup. We've already done the checkout process, but I want to do it again.
The insurance company has been directed to pay the City of Tyler for the supplemental damages. Would you like to issue a PO# for this repair ?

Thank You,

General Manager
Ron Armstrong
903-597-2628
Carl Owens Truck & RV Collision Center
2415 E. Erwin
Tyler, Tx.
75702

From: Russ Jackson <RJackson@tylertexas.com>
Sent: Tuesday, January 14, 2025 2:26 PM
To: Ron Armstrong <ron@carlowenspaint.com>
Subject: Re: Gillig bus

Looks good.

Thanks

Russ Jackson
rjackson@tylertexas.com
903-533-8057
City of Tyler
Transit Manager

From: Ron Armstrong <ron@carlowenspaint.com>
Sent: Tuesday, January 14, 2025 1:57:38 PM
To: Russ Jackson <RJackson@tylertexas.com>
Subject: Gillig bus

Good Afternoon Russ,

Just a quick update. It looks more like a bus now. We still have some wiring and electrical work to do on the inside, but it's made a lot of progress.

Thank You,

General Manager
Ron Armstrong
903-597-2628
Carl Owens Truck & RV Collision Center
2415 E. Erwin
Tyler, Tx.
75702

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WARNING: The sender of this email could not be validated and may not match the person in the "From" field.

CAUTION: This email originated from outside of the organization. **Do not click links** or open attachments unless you recognize the sender and know the content is safe.

Stan Stoffregen

From: Jimmy Ramsey
Sent: Monday, April 21, 2025 12:11 PM
To: Melissa Sellars; Jake Hooter; Russ Jackson; Stan Stoffregen
Subject: RE: F1S1105 - Unit #21967 - DOL 11-20-2023

Good afternoon,

Thank you, I will make note, however I will continue to confirm the account number for new claims as I attached the dated email to the deposit information I send to Finance for proof of approval.

Thanks,

Jimmy D. Ramsey
Risk Technician, Risk Management
Organizational Development
Office: (903) 531-1104 | Fax: (903) 531-1248
jramsey@tylertexas.com | www.CityofTyler.org

From: Melissa Sellars <mmedina@tylertexas.com>
Sent: Monday, April 21, 2025 10:06 AM
To: Jake Hooter <JHooter@tylertexas.com>; Jimmy Ramsey <jramsey@tylertexas.com>; Russ Jackson <RJackson@tylertexas.com>; Stan Stoffregen <sstoffregen@tylertexas.com>
Subject: Re: F1S1105 - Unit #21967 - DOL 11-20-2023

Hi Jimmy,

Please use the account number 286-0000-361.57-01 for all insurance claim reimbursements.

Thank you,

Melissa Sellars
Transit Development Specialist
Office: (903) 533-8057 I Direct: (903) 533-8026
mmedina@tylertexas.com I Tyler Transit

From: Jake Hooter <JHooter@tylertexas.com>
Sent: Wednesday, April 16, 2025 9:07 AM
To: Jimmy Ramsey <jramsey@tylertexas.com>; Russ Jackson <RJackson@tylertexas.com>; Stan Stoffregen <sstoffregen@tylertexas.com>
Cc: Melissa Sellars <mmedina@tylertexas.com>
Subject: RE: F1S1105 - Unit #21967 - DOL 11-20-2023

Jimmy,

We're in the process of working with Finance to create an account for insurance claims. We will keep you updated.

Thank you,

Jake Hooter
Assistant Transit Manager
Office: (903)-533-8057 I Ext: 7234
jhooter@tylertexas.com I www.tylerbus.org

From: Jake Hooter <JHooter@tylertexas.com>
Sent: Tuesday, April 15, 2025 4:53 PM
To: Jimmy Ramsey <jramsey@tylertexas.com>; Russ Jackson <RJackson@tylertexas.com>; Stan Stoffregen <sstoffregen@tylertexas.com>
Subject: Re: F1S1105 - Unit #21967 - DOL 11-20-2023

Jimmy,

We will have an account for you first thing in the morning.

Thank you.

Jake Hooter, MBA
Assistant Transit Manager
Office: (903) 533-8057 I Ext: 7234
jhooter@tylertexas.com I Tyler Transit

From: Jimmy Ramsey <jramsey@tylertexas.com>
Sent: Tuesday, April 15, 2025 9:15:06 AM
To: Russ Jackson <RJackson@tylertexas.com>; Jake Hooter <JHooter@tylertexas.com>; Stan Stoffregen <sstoffregen@tylertexas.com>
Subject: F1S1105 - Unit #21967 - DOL 11-20-2023

Good morning,

I have the insurance check for unit #21967 for $60,897.34. Please advise if someone will pick it up or provide an account number to deposit it.

Thanks,

Jimmy D. Ramsey
Risk Technician, Risk Management
Organizational Development
Office: (903) 531-1104 | Fax: (903) 531-1248
jramsey@tylertexas.com | www.CityofTyler.org
Called to SERVE

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Carl Owens
Truck & RV Collision Center
Tyler, Texas

Carl Owens Truck & RV Collision Center
2415 E. Erwin, Tyler, TX 75702-6424
Office: (903) 597-2628
Fax: (903) 597-3161
ron@carlowenspaint.com

Estimate ID
16010912
Original

Owner
CITY OF TYLER VEHICLE SERVICES
(903) 531-1323 (Work)

Appraiser
Ron Armstrong
ron@carlowenspaint.com

Classification
None

First Estimate

Loss Type
Unknown

Deductible
Unknown

2021 Other

VIN
15GGE2712M3094051

Drivable
Unknown

Mitchell Service Code
911000

CITY OF TYLER VEHICLE SERVICES | 2021 Other

Description
2021 - GILLIG - TRANSIT BUS UNIT # 21967

Parts Profile
N/A

Parts Profile Version
N/A

			LABOR			PART				
Line #		Description	Operation	Type	Total Units	CEG	Type	Number	Qty	Total Price	Tax
Additional Costs & Materials											
1	936004	Shipping	Additional Cost							$1,465.00*	
2	936007	Shop Materials	Additional Cost							$2,783.00*	
3	AUTO	Paint/Materials	Additional Cost							$2,899.30*	
4	AUTO	Hazardous Waste Disposal	Additional Cost							$15.00*	
Special / Manual Entry											
5	900500	FRONT CAP - WINDSHIELD MASK	Remove / Replace	Body*	28.0*	0.0	New	20-62820-002	1	$12,560.00*	
6	900500	LFT HEADLAMP ASSY	Remove / Replace	Body*	0.8*	0.0	New	51-78231-002	1	$1,056.14*	
7	900500	RT HEADLAMP ASSY	Remove / Replace	Body*	0.8*	0.0	New	51-78232-002	1	$1,056.14*	
8	900500	RT FRONT TURN SIGNAL	Remove / Replace	Body*	0.3*	0.0	New	51-79850-000	1	$249.88*	
9	900500	LFT FRONT TURN SIGNAL	Remove / Replace	Body*	0.3*	0.0	New	51-79850-000	1	$249.88*	
10	900500	DRIVER SIDE WINDOW	Remove / Replace	Body*	3.0*	0.0	New	W-SFF4AFDA73NBAAA	1	$4,265.22*	
11	900500	BATTERY BOX DOOR	Remove / Replace	Body*	2.5*	0.0	New	20-48990M015	1	$843.16*	

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			LABOR			PART				
Line #		Description	Operation	Type	Total Units	CEG	Type	Number	Qty	Total Price	Tax
12	900500	BATTERY BOX DOOR HINGE	Remove / Replace	Body*	0.8*	0.0	New	20-48401-000	1	$215.28*	
13	900500	RT MIRROR ASSY	Remove / Replace	Body*	2.3*	0.0	New	20-A0815RRCXBA15CSTH	1	$1,821.14*	
14	900500	LFT MIRROR ASSY	Remove / Replace	Body*	2.0*	0.0	New	20-C0815RRCXBA90BSTH	1	$1,614.27*	
15	900500	FRONT PANEL - CLOSEOUT STRUCTURE	Remove / Replace	Body*	18.0*	0.0	New	14-45957M000	1	$2,894.03*	
16	900500	WINDSHIELD LH	Remove / Replace	Bdy-S*	3.0*	0.0	New	26-45474-001L	1	$872.91*	
17	900500	WINDSHIELD RH	Remove / Replace	Bdy-S*	3.0*	0.0	New	26-45474-000R	1	$872.91*	
18	900500	RUBBER CENTER W/S	Remove / Replace	Body*	0.0*	0.0	New	26-52579L048.00	1	$33.31*	
19	900500	STRIP CENTER WINDSHIELD LOCKING	Remove / Replace	Body*	0.0*	0.0	New	99-29987-000	1	$4.31*	
20	900500	STRIP LOCKING	Remove / Replace	Body*	0.0*	0.0	New	56-00007-000	1	$56.55*	
21	900500	SEAL - GLASS	Remove / Replace	Body*	0.0*	0.0	New	26-45512-001	1	$961.38*	
22	900500	FRONT BUMPER ASSY	Remove / Replace	Body*	3.8*	0.0	New	20-59946-003	1	$3,728.20*	
23	900500	GLASS - UPPER ENTRANCE QTY 2	Remove / Replace	Bdy-S*	2.0*	0.0	New	20-61124-001	1	$80.89*	
24	900500	GLASS - LOWER ENTRANCE QTY 2	Remove / Replace	Bdy-S*	2.0*	0.0	New	20-61124-002	1	$55.10*	
25	900500	ENTRANCE DOOR SEAL " H " QTY 2	Remove / Replace	Body*	2.6*	0.0	New	20-62727-000	1	$22.25*	
26	900500	CAP - EXTERIOR FRONT LH	Remove / Replace	Body*	6.0*	0.0	New	20-45504-000	1	$450.33*	
27	900500	R & I INTERIOR AS NEEDED @ BULKHEAD & DASH	Remove / Install	Body*	30.0*	0.0	Existing				
28	900500	R & I DRIVERS SEAT	Remove / Install	Body*	2.0*	0.0	Existing				
29	900500	R & I FRONT BI-FOLD ENTRY DOORS	Remove / Install	Body*	8.0*	0.0	Existing				
30	900500	R & I GLASS ABOVE WINDSHIELD	Remove / Install	Bdy-S*	3.0*	0.0	Existing				
31	900500	R & I FRONT MARKER LIGHTS	Remove / Install	Body*	2.3*	0.0	Existing				
32	900500	R & I LFT W/O PNL	Remove / Install	Body*	3.2*	0.0	Existing				
33	900500	FRONT FLOOR	Repair	Body*	16.0*	0.0	Existing				
34	900500	BATT. COMPT. FLOOR	Repair	Body*	8.0*	0.0	Existing				
35	900500	R & I BATTERIES	Remove / Install	Body*	3.0*	0.0	Existing				
36	900500	SET UP & MEASURE FRAME	Repair	Frame*	5.0*	0.0	Existing				
37	900500	SET UP & PULL LFT. FRONT INNER STRUCTURE	Repair	Frame*	10.0*	0.0	Existing				
38	900500	R & I BICYCLE RACK	Remove / Install	Body*	4.0*	0.0	Existing				

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		LABOR				PART				
Line #	Description	Operation	Type	Total Units	CEG	Type	Number	Qty	Total Price	Tax
39 900500	LFT INNER PNL - BATT BOX	Remove / Replace	Body*	14.0*	0.0	New		1	$485.00*	
40 900500	LFT. TRANSITION SIDE PNL- HRZL - ABOVE BATT BOX -	Repair	Body*	26.0*	0.0	Existing				
41 900500	FRONT CAP - INNER STRUCTURE SUPPORTS	Remove / Replace	Body*	8.0*	0.0	New		1	$265.00*	
42 900500	FRONT CAP - CLOSER - W/S MASK	Refinish Only	Refinish*	12.0*	0.0	Existing				
43 900500	BATT. COMPT. DOOR	Refinish Only	Refinish*	3.2*	0.0	Existing				
44 900500	LFT TRANSITION PNL ABOVE BATT BOX	Refinish Only	Refinish*	8.0*	0.0	Existing				
45 900500	LFT SIDE PNL BEHIND DRIVER WINDOW	Refinish Only	Refinish*	4.0*	0.0	Existing				
46 900500	RT BIFOLD DOOR QTY 2	Refinish Only	Refinish*	8.0*	0.0	Existing				
47 900500	LFT INNER BATT BOX PNL	Refinish Only	Refinish*	1.5*	0.0	Existing				
48 900500	R & I FRONT FLOOR MAT AS NEEDED	Remove / Install	Body*	6.0*	0.0	Existing				

* Judgment Item
T Included in Two Tone Calculation
Labor Note Applies
d Discontinued by Manufacturer
C Included in Clear Coat Calculation
A Included in Clear Coat and Two Tone Calculation
r CEG R&R Time Used for this Labor Operation
[ ] Verify the part number and price before ordering

Estimate Totals

Labor	Units	Rate	Sublet Add'l Amount		Totals
Body Labor	201.7	$138.00			$27,834.60
Refinish Labor	36.7	$138.00			$5,064.60
Frame Labor	15.0	$136.00			$2,040.00
Bdy S	13.0	$165.00			$2,145.00
Total Labor	266.4				$37,084.20
				Taxable	$0.00
				Tax 0.0000%	$0.00
				Non-Taxable	$37,084.20
				Labor Total	$37,084.20

Parts	Amount		
Taxable Parts	$0.00		$0.00
		Parts Adjustments	$0.00
		Tax 8.2500%	$0.00
		Non-Taxable	$34,713.28
		Parts Total	$34,713.28

Costs	Amount		
Other Additional Costs	$4,263.00		$4,263.00
Paint Materials	$2,899.30		$2,899.30
		Taxable	$0.00
		Tax 8.2500%	$0.00
Paint Materials Rate: $79.00		Non-Taxable	$7,162.30
Rate Max: 99.9 units		**Costs Total**	$7,162.30
Additional Rate: $0.00			

Gross Totals	Amount	
Gross Total	$78,959.78	$78,959.78

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Estimate Totals

Taxable	$0.00
Tax	$0.00
Non-Taxable	$78,959.78
Gross Total	$78,959.78

Adjustments	Amount
Total Customer Responsibility	$0.00

Net Estimate Total **$78,959.78**

Estimate Event Log

Job Created	11/22/2023 08:54 AM
Estimate Started	11/22/2023 08:58 AM
Estimate Printed	1/10/2024 08:38 AM
Estimate Committed	Estimate Not Committed

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Carl Owens Truck & RV Collision Center
2415 E. Erwin, Tyler, TX 75702-6424
Office: (903) 597-2628
Fax: (903) 597-3161
ron@carlowenspaint.com

Estimate ID
16010912
Original

Owner
CITY OF TYLER VEHICLE SERVICES
(903) 531-1323 (Work)

Appraiser
Ron Armstrong
ron@carlowenspaint.com

Classification
None

Loss Type
Unknown

Deductible
Unknown

2021 Other

VIN
15GGE2712M3094051

Drivable
Unknown

Mitchell Service Code
911000

CITY OF TYLER VEHICLE SERVICES | 2021 Other

Description
2021 - GILLIG - TRANSIT BUS UNIT # 21967

Parts Profile
N/A

Parts Profile Version
N/A

			LABOR				PART				
Line #		Description	Operation	Type	Total Units	CEG	Type	Number	Qty	Total Price	Tax
Additional Costs & Materials											
1	936004	Shipping	Additional Cost							$5,637.03*	
2	936007	Shop Materials	Additional Cost							$2,783.00*	
3	AUTO	Paint/Materials	Additional Cost							$2,899.30	
4	AUTO	Hazardous Waste Disposal	Additional Cost							$15.00*	
Special / Manual Entry											
5	900500	FRONT CAP - WINDSHIELD MASK	Remove / Replace	Body*	28.0*	0.0	New	20-62820-002	1	$12,560.00*	
6	900500	LFT HEADLAMP ASSY	Remove / Replace	Body*	0.8*	0.0	New	51-78231-002	1	$1,056.14*	
7	900500	RT HEADLAMP ASSY	Remove / Replace	Body*	0.8*	0.0	New	51-78232-002	1	$1,056.14*	
8	900500	RT FRONT TURN SIGNAL	Remove / Replace	Body*	0.3*	0.0	New	51-79850-000	1	$249.88*	
9	900500	LFT FRONT TURN SIGNAL	Remove / Replace	Body*	0.3*	0.0	New	51-79850-000	1	$249.88*	
10	900500	DRIVER SIDE WINDOW	Remove / Replace	Body*	3.0*	0.0	New	W-SFF4AFDA73NBAAA	1	$4,265.22*	
11	900500	BATTERY BOX DOOR	Remove / Replace	Body*	2.5*	0.0	New	20-48990M015	1	$843.16*	

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			LABOR				PART				
Line #		Description	Operation	Type	Total Units	CEG	Type	Number	Qty	Total Price	Tax
12	900500	BATTERY BOX DOOR HINGE	Remove / Replace	Body*	0.8*	0.0	New	20-48401-000	1	$215.28*	
13	900500	RT MIRROR ASSY	Remove / Replace	Body*	2.3*	0.0	New	20-A0815RRCXBA15CSTH	1	$1,821.14*	
14	900500	LFT MIRROR ASSY	Remove / Replace	Body*	2.0*	0.0	New	20-C0815RRCXBA90BSTH	1	$1,614.27*	
15	900500	FRONT PANEL - CLOSEOUT STRUCTURE	Remove / Replace	Body*	18.0*	0.0	New	14-45957M000	1	$2,894.03*	
16	900500	WINDSHIELD LH	Remove / Replace	Bdy-S*	0.0*	0.0	New	26-45474-001L	1	$872.91*	
17	900500	WINDSHIELD RH	Remove / Replace	Bdy-S*	0.0*	0.0	New	26-45474-000R	1	$872.91*	
18	900500	RUBBER CENTER W/S	Remove / Replace	Body*	0.0*	0.0	New	26-52579L048.00	1	$33.31*	
19	900500	STRIP CENTER WINDSHIELD LOCKING	Remove / Replace	Body*	0.0*	0.0	New	99-29987-000	1	$4.31*	
20	900500	STRIP LOCKING	Remove / Replace	Body*	0.0*	0.0	New	56-00007-000	1	$56.55*	
21	900500	SEAL - GLASS	Remove / Replace	Body*	0.0*	0.0	New	26-45512-001	1	$961.38*	
22	900500	FRONT BUMPER ASSY	Remove / Replace	Body*	3.8*	0.0	New	20-59946-003	1	$3,728.20*	
23	900500	GLASS - UPPER ENTRANCE QTY 2	Remove / Replace	Bdy-S*	0.0*	0.0	New	20-61124-001	1	$80.89*	
24	900500	GLASS - LOWER ENTRANCE QTY 2	Remove / Replace	Bdy-S*	0.0*	0.0	New	20-61124-002	1	$55.10*	
25	900500	ENTRANCE DOOR SEAL " H " QTY 2	Remove / Replace	Body*	2.6*	0.0	New	20-62727-000	1	$22.25*	
26	900500	CAP - EXTERIOR FRONT LH	Remove / Replace	Body*	6.0*	0.0	New	20-45504-000	1	$450.33*	
27	900500	R & I INTERIOR AS NEEDED @ BULKHEAD & DASH	Remove / Install	Body*	30.0*	0.0	Existing				
28	900500	R & I DRIVERS SEAT	Remove / Install	Body*	2.0*	0.0	Existing				
29	900500	R & I FRONT BI-FOLD ENTRY DOORS	Remove / Install	Body*	8.0*	0.0	Existing				
30	900500	R & I GLASS ABOVE WINDSHIELD	Remove / Install	Bdy-S*	0.0*	0.0	Existing				
31	900500	R & I FRONT MARKER LIGHTS	Remove / Install	Body*	2.3*	0.0	Existing				
32	900500	R & I LFT W/O PNL	Remove / Install	Body*	3.2*	0.0	Existing				
33	900500	FRONT FLOOR	Repair	Body*	16.0*	0.0	Existing				
34	900500	BATT. COMPT. FLOOR	Repair	Body*	8.0*	0.0	Existing				
35	900500	R & I BATTERIES	Remove / Install	Body*	3.0*	0.0	Existing				
36	900500	SET UP & MEASURE FRAME	Repair	Frame*	5.0*	0.0	Existing				
37	900500	SET UP & PULL LFT. FRONT INNER STRUCTURE	Repair	Frame*	10.0*	0.0	Existing				
38	900500	R & I BICYCLE RACK	Remove / Install	Body*	4.0*	0.0	Existing				

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			LABOR				PART				
Line #		Description	Operation	Type	Total Units	CEG	Type	Number	Qty	Total Price	Tax
39	900500	LFT INNER PNL - BATT BOX	Remove / Replace	Body*	14.0*	0.0	New		1	$485.00*	
40	900500	LFT. TRANSITION SIDE PNL- HRZL - ABOVE BATT BOX -	Repair	Body*	26.0*	0.0	Existing				
41	900500	FRONT CAP - INNER STRUCTURE SUPPORTS	Remove / Replace	Body*	8.0*	0.0	New		1	$265.00*	
42	900500	FRONT CAP - CLOSER - W/S MASK	Refinish Only	Refinish*	12.0*	0.0	Existing				
43	900500	BATT. COMPT. DOOR	Refinish Only	Refinish*	3.2*	0.0	Existing				
44	900500	LFT TRANSITION PNL ABOVE BATT BOX	Refinish Only	Refinish*	8.0*	0.0	Existing				
45	900500	LFT SIDE PNL BEHIND DRIVER WINDOW	Refinish Only	Refinish*	4.0*	0.0	Existing				
46	900500	RT BIFOLD DOOR QTY 2	Refinish Only	Refinish*	8.0*	0.0	Existing				
47	900500	LFT INNER BATT BOX PNL	Refinish Only	Refinish*	1.5*	0.0	Existing				
48	900500	R & I FRONT FLOOR MAT AS NEEDED	Remove / Install	Body*	6.0*	0.0	Existing				
49	900500	TOW BILL - MOVE IN	Remove / Replace	Body*	0.0*	0.0	New		1	$325.00*	
50	900500	BLOCK, BATT HOLDDOWN QTY 6	Remove / Replace	Body*	0.0*	0.0	New	13-45424-000	1	$69.96*	
51	900500	CHANNEL, HOLD DOWN, LF QTY 3	Remove / Replace	Body*	0.0*	0.0	New	13-45423-000	1	$1,928.66*	
52	900500	ANGLE BATT CABLE SUPPORT	Remove / Replace	Body*	0.0*	0.0	New	13-48515-000	1	$69.10*	
53	900500	BLOCK, BATTERY, SIDE SUPPORT QTY 2	Remove / Replace	Body*	0.0*	0.0	New	13-45424-002	1	$31.82*	
54	900500	BOX ASSY, BATT	Remove / Replace	Body*	0.0*	0.0	New	13-76753-000	1	$3,944.40*	
55	900500	CLOSEOUT, SKIRT PNL	Remove / Replace	Body*	0.0*	0.0	New	20-77016-000	1	$270.86*	
56	900500	CHANNEL, BATTERY SWITCH, LF W/DR	Remove / Replace	Body*	0.0*	0.0	New	40-36901-002	1	$46.31*	
57	900500	CLOSEOUT, BATTERY SWITCH	Remove / Replace	Body*	0.0*	0.0	New	13-47732-000	1	$277.43*	
58	900500	PROTECTOR, STUD	Remove / Replace	Body*	0.0*	0.0	New	53-27097-002	1	$23.55*	
59	900500	PROTECTOR, STUD RUBBER BOOT, RED	Remove / Replace	Body*	0.0*	0.0	New	53-27097-011	1	$5.73*	
60	900500	DECAL, BATTERY SWITCH, ENGISH, RED	Remove / Replace	Body*	0.0*	0.0	New	59-25064-000	1	$4.92*	
61	900500	BRACKET, BATTERY SWITCH MTG, LOW FLOO	Remove / Replace	Body*	0.0*	0.0	New	40-36906-001	1	$110.66*	
62	900500	BLOCK, SINGLE TERMINAL	Remove / Replace	Body*	0.0*	0.0	New	51-42853-000	1	$20.96*	
63	900500	SCREW PH CR	Remove / Replace	Body*	0.0*	0.0	New	51-14278-04Z	1	$0.15*	
64	900500	ANGLE, SWITCH MTG	Remove / Replace	Body*	0.0*	0.0	New	40-29030-001	1	$19.66*	
65	900500	SWITCH, LIMIT	Remove / Replace	Body*	0.0*	0.0	New	51-29031-000	1	$41.91*	
66	900500	BRKT ASM, STRG COLUMN MTG	Remove / Replace	Body*	0.0*	0.0	New	05-69805-002	1	$216.97*	

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			LABOR				PART				
Line #		Description	Operation	Type	Total Units	CEG	Type	Number	Qty	Total Price	Tax
67	900500	EXTR, TRANSVERSE BEAM	Remove / Replace	Body*	0.0*	0.0	New	14-37424L084.13	1	$157.95*	
68	900500	GUSSET, COBALT * QTY 8	Remove / Replace	Body*	0.0*	0.0	New	54-43618-000	1	$327.70*	
69	900500	GUSSET, COBALT QTY 4	Remove / Replace	Body*	0.0*	0.0	New	54-43619-000	1	$136.08*	
70	900500	NUT PLATE, COBOLT QTY 16	Remove / Replace	Body*	0.0*	0.0	New	54-37358-000	1	$66.76*	
71	900500	BOLT, BUTTON TORX HEAD QTY16	Remove / Replace	Body*	0.0*	0.0	New	54-37359-001	1	$17.05*	
72	900500	EXTR, A POST	Remove / Replace	Body*	6.0*	0.0	New	14-45237-001R	1	$637.09*	
73	900500	BRKT ASM, PIVOT	Remove / Replace	Body*	0.0*	0.0	New	20-77024-003L	1	$392.63*	
74	900500	DOORASM, SLIDE GLIDE	Remove / Replace	Body*	0.0*	0.0	New	20-64917F00R	1	$3,575.96*	
75	900500	CAP, EXTERIOR SKIN	Remove / Replace	Body*	0.0*	0.0	New	20-45504-000	1	$450.33*	
76	900500	EXTR. A POST TRIM QTY 2	Remove / Replace	Body*	0.0*	0.0	New	20-47468L080.50	1	$132.26*	
77	900500	BRKT ASM, SKID PLATE MTG, SSLF, STR	Remove / Replace	Body*	0.0*	0.0	New	20-69176-000	1	$1,556.45*	
78	900500	RIVET, MONOBOLT QTY 4	Remove / Replace	Body*	0.0*	0.0	New	54-10163-021	1	$3.58*	
79	900500	SPRING ASM, GAS QTY 2	Remove / Replace	Body*	0.0*	0.0	New	53-20347-007	1	$52.96*	
80	900500	STED, 10 MM BALL QTY 4	Remove / Replace	Body*	0.0*	0.0	New	54-33553-000	1	$10.50*	
81	900500	ANGLE, DOOR LOCK, HINGED SKIRT QTY 2	Remove / Replace	Body*	0.0*	0.0	New	20-37130-000	1	$71.42*	
82	900500	HINGE, ACCESS DOOR IN BATTERY SKIRT	Remove / Replace	Body*	0.0*	0.0	New	20-39494-003	1	$97.20*	
83	900500	SPRING, RETAINING QTY 2	Remove / Replace	Body*	0.0*	0.0	New	53-02237-000	1	$76.10*	
84	900500	BOLT, HXHD QTY 2	Remove / Replace	Body*	0.0*	0.0	New	54-11316-002	1	$0.20*	
85	900500	BRKT, GAS SPRING MTG	Remove / Replace	Body*	0.0*	0.0	New	20-38567-000	1	$35.45*	
86	900500	BRKT, GAS SPRING MTG, LWR, SKIRT DC	Remove / Replace	Body*	0.0*	0.0	New	54-37361-000	1	$18.42*	
87	900500	PLATE, GAS SPRING MTG	Remove / Replace	Body*	0.0*	0.0	New	14-39613-000	1	$29.39*	
88	900500	NUT HEX HD NYLOCK	Remove / Replace	Body*	0.0*	0.0	New	54-12540-005	1	$0.20*	
89	900500	WASHER, SPL, 1/4	Remove / Replace	Body*	0.0*	0.0	New	54-13112-062	1	$4.79*	
90	900500	SCREW HD QTY 3	Remove / Replace	Body*	0.0*	0.0	New	54-13119-064	1	$0.74*	
91	900500	LOCK ASM, 5/16 QTY 2	Remove / Replace	Body*	0.0*	0.0	New	50-00019-000	1	$15.00*	
92	900500	PLATE, LOCK MTG QTY 2	Remove / Replace	Body*	0.0*	0.0	New	40-00445-003	1	$19.26*	
93	900500	STOP, DOOR	Remove / Replace	Body*	0.0*	0.0	New	41-10761-001	1	$9.46*	
94	900500	HINGE, ACCESS DOOR	Remove / Replace	Body*	0.0*	0.0	New	45-10763-000	1	$12.81*	

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			LABOR				PART				
Line #		Description	Operation	Type	Total Units	CEG	Type	Number	Qty	Total Price	Tax
95	900500	INSULATION	Remove / Replace	Body*	0.0*	0.0	New	20-48909-000	1	$60.74*	
96	900500	BRKT, SKIRT PNL MTG	Remove / Replace	Body*	0.0*	0.0	New	20-68463M001R	1	$16.61*	
97	900500	BRKT, GAS SPRING MTG	Remove / Replace	Body*	0.0*	0.0	New	20-48449-001	1	$112.47*	
98	900500	PANEL, ACCESS DOOR, W/ADJUST	Remove / Replace	Body*	0.0*	0.0	New	20-48991-000	1	$51.57*	
99	900500	LATCH, ADJUSTABLE, SOUTHCO	Remove / Replace	Body*	0.0*	0.0	New	20-42065N00	1	$74.75*	
100	900500	PANEL, ACCESS DOOR, LF, KILL SWITCH	Remove / Replace	Body*	0.0*	0.0	New	20-61123-000	1	$134.74*	
101	900500	TAPE, WEATHER RESISTANT	Remove / Replace	Body*	0.0*	0.0	New	20-5256N000	1	$287.83*	
102	900500	TAPE, WEATHER RESISTANT 2 INCH	Remove / Replace	Body*	0.0*	0.0	New	20-52569N002	1	$579.93*	
103	900500	NUT, PLATE, COBOLT	Remove / Replace	Body*	0.0*	0.0	New	54-37358-000	1	$20.86*	
104	900500	TAPE, FOAM	Remove / Replace	Body*	0.0*	0.0	New	56-02111-002	1	$58.52*	
105	900500	PANEL, #7 DASH	Remove / Replace	Body*	0.0*	0.0	New	30-39344F000	1	$74.39*	
106	900500	EXTR, HOOP FRONT FRAME	Remove / Replace	Body*	0.0*	0.0	New	14-57504-000	1	$1,541.13*	
107	900500	TAPE, FOAM 0.50 THICK X 0.75	Remove / Replace	Body*	0.0*	0.0	New	56-02111-009	1	$42.92*	
108	900500	SCREW, SIZE#12-24X.75 TORX	Remove / Replace	Body*	0.0*	0.0	New		1	$0.29*	
109	900500	BRKT. GAS SPRING MTG	Remove / Replace	Body*	0.0*	0.0	New	20-48418-000	1	$41.09*	
110	900500	BRKT. SIDE CONSOLE, 2 HOLE	Remove / Replace	Body*	0.0*	0.0	New	13-76758-000	1	$175.78*	
111	900500	PLATE , INSULATED STUD MOUNTING	Remove / Replace	Body*	0.0*	0.0	New	13-62207-000	1	$53.83*	
112	900500	PANEL, SIDE INTERIOR, BLACK	Remove / Replace	Body*	0.0*	0.0	New	15-41899-000LCA159560	1	$153.63*	
113	900500	PANEL, INTERIOR	Remove / Replace	Body*	0.0*	0.0	New	15-48885-000CA463060	1	$442.80*	
114	900500	BOLT KIT - BIKE RACK	Remove / Replace	Body*	0.0*	0.0	New	100194	1	$33.80*	
115	900500	BRACKET, STAND-OFF - QTY 2	Remove / Replace	Body*	0.0*	0.0	New	100374	1	$197.60*	
116	900500	PIVOT PLATE ASSY - FORMED PLATE	Remove / Replace	Body*	0.0*	0.0	New	100530	1	$332.80*	
117	900500	DL2 - BIKE RACK	Remove / Replace	Body*	0.0*	0.0	New	100352	1	$1,001.00*	
118	900500	RT FRONT WINDSHIELD POST ATTACHED @ FLOOR TO ROOF	Remove / Replace	Body*	6.0*	0.0	New	14-45237-001L	1	$639.87*	
119	900500	LFT SIDE POST SUPPORT - UNDER DRIVERS WINDOW	Remove / Replace	Body*	2.0*	0.0	New	14-65437-002	1	$176.29*	
120	900500	CONSOLE ASSY - DRIVERS SSLF	Remove / Replace	Body*	0.0*	0.0	New	15-57670M000	1	$2,568.38*	
121	900500	LFT SIDE PNL - INNER PLATE	Remove / Replace	Body*	0.0*	0.0	New	LEWS#1078	1	$307.45*	

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			LABOR				PART				
Line #		Description	Operation	Type	Total Units	CEG	Type	Number	Qty	Total Price	Tax
122	900500	LFT FRONT - BOTTOM INNER PNL @ BOX & POST	Remove / Replace	Body*	6.0*	0.0	New	LEWS#1084	1	$289.25*	
123	900500	RT FRONT BOTTOM W/S POST SUPPORT	Repair	Body*	3.0*	0.0	Existing				
124	900500	PANEL - BELOW STEER COLUMN	Remove / Replace	Body*	0.0*	0.0	New	LEWS1094	1	$92.30*	
125	900500	LFT FRT CHANNEL, HOLD DOWN	Remove / Replace	Body*	0.0*	0.0	New	13-45423-000	1	$642.88*	
126	900500	PANEL ASSTY #6 DASH	Remove / Replace	Body*	0.0*	0.0	New	59-71146F106	1	$186.21*	
127	900500	DASH - DRIVERS	Remove / Replace	Body*	0.0*	0.0	New	15-57862M001	1	$1,061.93*	
128	900500	SWITHCH - BATTERY POWER CUT OFF	Remove / Replace	Body*	0.0*	0.0	New	51-23648-001	1	$510.75*	
129	900500	ELBOW, WIPER NOZZLE	Remove / Replace	Body*	0.0*	0.0	New	54-56949-000	1	$6.12*	
130	900500	SHIFTER ASM, TRANS B400	Remove / Replace	Body*	0.0*	0.0	New	53-71727-000	1	$1,308.98*	
131	900500	SWITCH-MIRROR CONTROL	Remove / Replace	Body*	0.0*	0.0	New	13-56138-006	1	$151.54*	
132	900500	HARNESS ASM, PA AMP	Remove / Replace	Body*	0.0*	0.0	New	13-55371-069	1	$308.97*	
133	900500	KNOB, SILVER VOLUME CONTROL	Remove / Replace	Body*	0.0*	0.0	New	82-24492-000	1	$23.25*	
134	900500	BATTERY - QTY 4	Remove / Replace	Body*	0.0*	0.0	New	7236	1	$840.99*	
135	900500	CAP - EXT SKIN LF	Remove / Replace	Body*	0.0*	0.0	New	20-45505-000	1	$1,066.22*	
136	900500	PANEL, CONSOLE REINF. PNL.	Remove / Replace	Body*	0.0*	0.0	New	30-37153-000	1	$320.06*	
137	900500	COLUMN ASSY, STEERING, ADJUSTABLE	Remove / Replace	Body*	0.0*	0.0	New	05-70060-000	1	$501.65*	
138	900500	WHEEL, STEERING 20 INDIA 3 SPOKE	Remove / Replace	Body*	0.0*	0.0	New	53-35392-000N	1	$218.75*	
139	900500	RAIL- LOWER WINDOW	Remove / Replace	Body*	0.0*	0.0	New	14-44054L336.53	1	$3,917.10*	
140	900500	VALVE - 1/4 TURN MICRO BALL - QTY 4	Remove / Replace	Body*	0.0*	0.0	New	54-56070-000	1	$43.94*	
141	900500	HORN BUTTON ASM	Remove / Replace	Body*	0.0*	0.0	New	05-73265-000	1	$33.39*	
142	900500	SUBLET ELECTRICAL & IGNITION REPAIRS	Remove / Replace	Body*	0.0*	0.0	New	INV. R520034606	1	$2,520.00*	
143	900500	MARKER LIGHT QTY 2	Remove / Replace	Body*	0.0*	0.0	New	13-46071-000	1	$121.36*	
144	900500	DIPSTICK ASSY - WASHER FILL	Remove / Replace	Body*	0.0*	0.0	New	20-55746-001	1	$78.01*	
145	900500	IDLER ARM ASSY	Remove / Replace	Body*	0.0*	0.0	New	82-79308-000	1	$78.50*	
146	900500	ARM, WIPER, SPRAGUE	Remove / Replace	Body*	0.0*	0.0	New		1	$282.19*	
147	900500	ARM HEAD COVER	Remove / Replace	Body*	0.0*	0.0	New	82-78308-004	1	$1.84*	
148	900500	BLADE, W/S WIPER - QTY 2	Remove / Replace	Body*	0.0*	0.0	New	53-47678-002	1	$60.76*	
149	900500	LAMP ASSY-FRONT TURN SIGNAL	Remove / Replace	Body*	0.0*	0.0	New	51-79850-000	1	$249.88*	

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			LABOR				PART				
Line #		Description	Operation	Type	Total Units	CEG	Type	Number	Qty	Total Price	Tax
150	900500	SWITCH - TILT	Remove / Replace	Body*	0.0*	0.0	New	51-58526-000	1	$50.62*	
151	900500	ENGINE COMP LIGHT, BRKT MTG	Remove / Replace	Body*	0.0*	0.0	New	14-62249-002	1	$33.68*	
152	900500	LAMP - ENGINE COMPT	Remove / Replace	Body*	0.0*	0.0	New	51-73841-000	1	$95.88*	
153	900500	MARKER LAMP QTY 2	Remove / Replace	Body*	0.0*	0.0	New	13-46071-000	1	$121.36*	
154	900500	SUBLET LABOR WINDSHIELD QTY 2 & DOOR GLASS QTY 2	Remove / Replace	Body*	0.0*	0.0	New	ACTION 27443	1	$2,076.00*	
155	900500	TURN SIGNAL	Remove / Replace	Body*	0.0*	0.0	New	51-79850-000	1	$249.88*	
156	900500	SUBLET ELECTRICAL & IGNITION REPAIRS	Remove / Replace	Body*	0.0*	0.0	New	INV#R520035845	1	$9,104.48*	
157	900500	SEAT BELT - SHOULDER ASSY	Remove / Replace	Body*	0.5*	0.0	New	82-58948-000	1	$368.03*	
158	900500	SEAT BELT - 2PT - BLACK W/ALARM	Remove / Replace	Body*	0.5*	0.0	New	82-68252.000	1	$583.20*	

* Judgment Item
T Included in Two Tone Calculation
Labor Note Applies
d Discontinued by Manufacturer
C Included in Clear Coat Calculation
A Included in Clear Coat and Two Tone Calculation
r CEG R&R Time Used for this Labor Operation
[ ] Verify the part number and price before ordering

Estimate Totals

Labor	Units	Rate	Sublet	Add'l Amount	Totals
Body Labor	225.7	$138.00			$31,146.60
Refinish Labor	36.7	$138.00			$5,064.60
Frame Labor	15.0	$136.00			$2,040.00
Bdy S	0.0	$165.00			$0.00
Total Labor	277.4				$38,251.20

Taxable	$0.00
Tax 0.0000%	$0.00
Non-Taxable	$38,251.20
Pre-Tax Discount 0.00%	$0.00
Labor Total	$38,251.20

Parts	Amount	
Taxable Parts	$0.00	$0.00

Parts Adjustments	$0.00
Tax 8.2500%	$0.00
Non-Taxable	$86,810.09
Pre-Tax Discount 0.00%	$0.00
Parts Total	$86,810.09

Costs	Amount	
Paint Materials	$2,899.30	$2,899.30
Shop Materials	$2,783.00	$2,783.00
Other Additional Costs	$5,652.03	$5,652.03

Paint Materials:
- Refinish Units: 36.7 units
- Rate: $79.00
- Rate Max: 99.9 units
- Additional Rate: $0.00

Taxable	$0.00
Tax 8.2500%	$0.00
Non-Taxable	$11,334.33
Pre-Tax Discount 0.00%	$0.00
Costs Total	$11,334.33

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Estimate Totals

Gross Totals	Amount		
Gross Total	$136,395.62		$136,395.62
		Taxable	$0.00
		Tax	$0.00
		Non-Taxable	$136,395.62
		Pre-Tax Discount 0.00%	$0.00
		Gross Total	$136,395.62

Adjustments	Amount	
Total Customer Responsibility		$0.00
	Net Estimate Total	$136,395.62

Estimate Event Log

Job Created	11/22/2023 09:54 AM
Estimate Started	11/22/2023 09:58 AM
Estimate Printed	4/16/2025 02:16 PM
Estimate Committed	Estimate Not Committed

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Invoice

Carl Owens Truck & RV Collision Center

No: 22855

2415 East Erwin
Tyler, TX 75702

Phone (903) 597-2628 Fax (903) 595-6587

Scheduled In Date:
Completed Date: 3/31/2025
Service Rep: Ron Armstrong
Page 1
PO No: 153929

Name

CITY OF TYLER VEHICLE SERVIC

,

(903) 531-1323

Service Item

21 2021 - GILLIG - TRAN Other
Lic:
Vin: 15GGE2712M3094051 Color:
Mileage In: Out:
Paint Code: Trim Code:

Adjuster

,

Notes

[Ron - 11/15/2023 10:57:54 AM] *
[Ron - 5/5/2025 9:57:43 AM] UNIT # 21967

Type	Description	Qty	Each	Amount	Tax Rate	Tax	Total
BL	Body Labor	225.70	138.00	31,146.60	0.00%	.00	31,146.60
BM	Body Materials			2,783.00	0.00%	.00	2,783.00
FL	Frame Labor	15.00	136.00	2,040.00	0.00%	.00	2,040.00
HW	Hazardous Waste			15.00	0.00%	.00	15.00
NP	NonTaxable Part			86,810.09	0.00%	.00	86,810.09
PM	Paint Materials			2,899.30	0.00%	.00	2,899.30
RL	Refinish Labor	36.70	138.00	5,064.60	0.00%	.00	5,064.60
SH	Shipping			5,637.03	0.00%	.00	5,637.03
INVOICE TOTALS				**136,395.62**		**.00**	**136,395.62**

An express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of costs incurred by in collecting amounts owed for repairs on the above vehicle.I also hereby make, constitute and appoint you and/or your employees as my true lawful attorney for me and in my name, place, and stead to ask, demand, collect, sign for and receive all such sums of money which are or shall be due owing, payable and belonging to me, or detained from me, related to the vehicle herein described. This includes full power and authority to sign my name to all checks, drafts, and/or negotiable instruments related to or arising out of work done by you and/or your employees on the above mentioned vehicle.

A charge of 1-1/2% per month (18% per annum) will be added to all 30 day past due accounts, payable in Tyler, Smith Co., Texas.

Signature: _____ Date: _____

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CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-6

Date: May 28, 2025

Subject: Request that the City Council consider authorizing the City Manager to sign an agreement allowing Tyler Junior College to partner with Tyler Public Library, which would allow work-study students to complete working hours at the Tyler Public Library.

Item Reference:

The Library and Tyler Junior College will be entering into a Federal Work Study (FWS) PARTNERSHIP via an interlocal agreement to enhance options for student workers by providing options for off-campus work at Tyler Public Library. The Library expects to begin with three students for the upcoming Fall semester. The three job descriptions provided for potential students include a computer lab attendant, a special projects assistant, and a library programs assistant.

Work study students must qualify through FAFSA with the number of hours available determined by their level of financial need. Students can qualify to work up to 18 hours a week.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to enter into an agreement with Tyler Junior College to allow work-study students to complete working hours at the Tyler Public Library.

Attachments:
COT Work Study abedits FINAL 05 01 2025.pdf

Drafted/Recommended By:
Department Leader Ashley Taylor, City Librarian

Edited/Submitted By:
City Manager

THE STATE OF TEXAS
& COUNTY OF SMITH

FEDERAL WORK STUDY (FWS) PARTNERSHIP
AND INTERLOCAL AGREEMENT BETWEEN TYLER JUNIOR COLLEGE AND THE CITY OF TYLER

This Agreement is between, the City of Tyler (hereafter known as "Facility") a Texas home-rule municipal corporation, acting herein by and through its governing body and **Tyler Junior College**, a public junior college authorized under the Laws of the State of Texas (hereafter known as "College") acting by and through its governing body.

WHEREAS, this Agreement is made under the authority granted by and pursuant to Chapter 791, Texas Government Code, known as the INTERLOCAL COOPERATION ACT; and

WHEREAS, the parties in paying for the performance of governmental functions or services or in performing such governmental functions or services shall make payments therefore only from revenues legally available to such parties; and

WHEREAS, the governing bodies of each party finds that the Federal Work Study Partnership is necessary for the benefit of the public, that each party has the legal authority to provide for such service, serves a public purpose, and is in common interest of both parties hereto; and

WHEREAS, it is agreed by the College and the City to be of mutual interest and advantage for the College's students (hereinafter known as "Students") in the Federal Work Study Program (hereafter known as "Program") to have the chance to earn college funds by working part-time at the City of Tyler Public Library; and

WHEREAS, the governing body of each party has on this date authorized the execution of an Agreement ("Agreement") to cover such services;

THEREFORE, the College and City makes the following affiliation with the City in order to obtain a mutually agreed upon number of Students in the College's Program.

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

1. <u>College agrees to the following:</u>

    a. College is considered the employer for purposes of this Agreement.

    b. College shall control and direct the Program services of the Students. While the College has the responsibility to confirm that the Students are assigned Program appropriate work duties and that they complete their Program work responsibilities , the Facility has the right to direct the details and means by which the result is to be accomplished.

    c. College shall determine whether the Students meet the eligibility requirements for employment under the Federal Work Study Program and shall obtain criminal history record information for Students selected to fill Facility positions. Students will have cleared the criminal background investigation if Student meets all of the criteria outlined in the College's Board of Trustee's Policy Manual.

    d. College shall identify, in concert with Facility, the number of students assigned to the Facility for on-site work experience. College shall assign Students to work for the Facility.

e. Compensation of Students and all other payments due based on the established hourly rate for work performed on a project under this Agreement will be disbursed as an employer's contribution by the College under all applicable laws including federal, state or local workers' compensation laws, and federal and state Social Security Administration laws. College shall not be responsible and shall not pay the nonfederal share of compensation.

f. If applicable, College shall invoice the Facility for their financial share of the Students' compensation (Exhibit A) on a monthly basis.

g. Students shall be made available to the Facility by the College to perform mutually agreed upon and specific work assignments. Students may be removed from working at the Facility by the College on its own initiative or at the request of the Facility at any time and without advance notice.

h. As the employer of record for Students, all costs for workers compensation and/or disability benefits as deemed appropriate, shall be the responsibility of the College.

i. College will assume responsibilities as the employer in the event that a Student is injured while acting within the scope of Student's duties, to the extent permitted by law and without waiving the College's sovereign immunity or College's right to indemnify pursuant to Section 2.k.

j. College agrees to reimburse and indemnify the Facility for any claims made by Students for unpaid wages that were submitted to the College by the Facility but not paid to the Student, if such wages are within the allocation and requirements of the work study award.

k. College shall notify the Facility on a monthly basis of any Student who becomes ineligible for the Program by submitting a report to the Facility that indicates each Student's work study award, amount paid, and amount remaining.

l. College shall periodically visit the Facility to determine whether students are doing appropriate work and whether the terms of the agreement are being fulfilled.

2. Facility agrees to the following:

a. Facility shall provide work opportunities under this Program only to those College Students who have accepted Federal Work Study awards offered by College and shall provide qualified Students with work opportunities that meet the criteria outlined in Section 3.h. and that is related, whenever possible, to the Student's educational goals and objectives.

b. Facility shall provide College a written description of the work to be performed (job description) for each position filled by a Student covered by this Agreement. Facility shall provide updated job descriptions when necessary and before an existing Student performs any new duties.

c. Facility shall provide professional direction and supervision for the work to be performed by Student and shall at all times adhere to the criteria outlined in Section 3.h.

d. Facility's employees are not employees, agents, or representatives of the College. Facility and College are independent parties and neither party is the agent of the other party. This Agreement does not and shall not be construed to entitle any party or any party's respective employees, if applicable, to any benefit, privilege, or other amenities of employment applicable to the other Party.

e. Facility shall permit Students and employees to use its facilities in connection with providing on-site work experience.

f. Facility shall furnish original timesheets including the following information to the College for each payroll period:

i. Name of Student
ii. Period of work
iii. Hourly wage of Student
iv. Total hours worked each week in clock time sequence
v. Supervisor's certification as to the accuracy of the hours reported, and
vi. Supervisor's certification that the required work was performed by the Student.

g. Facility shall not allow Students to work over their maximum allowed hours as set forth in the schedule provided by College. The maximum hours that each Student can work shall be awarded and documented by the College for each Student based on their eligibility and shall never exceed eighteen (18) hours per week.

h. Facility agrees that no Student shall be denied work or subjected to different treatment under this Agreement on the grounds of race, color, national origin, or sex.

i. Facility shall comply with the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat. 252), Title IX of the Education Amendments of 1972 (Pub. L. 92-318), and the Regulations of the Department of Labor and Department of Education.

j. Facility shall maintain the following minimum insurance limits during the term of this Agreement:

i. Commercial General Liability Insurance with limits of not less than:

1. General Aggregate	$2,000,000
2. Products - Completed Operations Aggregate	$2,000,000
3. Each Occurrence Limit	$1,000,000
4. Personal & Advertising Injury	$1,000,000
5. Damage to Rented Premises	$ 100,000

ii. Business Automobile Liability Insurance covering all owned, non-owned and hired automobiles, with limits of at least $1,000,000 Combined Single Limit (Bodily Injury and Property Damage).

iii. Business Automobile Liability Insurance covering all owned, non-owned and hired automobiles, with limits of at least $1,000,000 Combined Single Limit (Bodily Injury and Property Damage).

k. Facility shall accept full responsibility and assume any and all liability for injuries (including death) to all persons, including Students, caused by Facility's own negligence, gross negligence, intentional or criminal acts or omissions, ("Facility's Negligence").

l. Facility shall refrain from soliciting or accepting any voluntary, uncompensated services from participating Students.

m. Facility shall provide information to the College necessary for College to verify that Students are doing appropriate work and that the terms of the Agreement are being fulfilled. Facility shall permit College staff to periodically visit the worksite for observation.

n. If applicable, Facility shall pay to College the monthly invoiced total. For-profit Facilities must pay the nonfederal share of Students' earnings.

3. JOINT RESPONSIBILITIES OR AGREEMENT:

a. This Agreement shall become effective on the later of the dates on which all parties have signed this Agreement and shall terminate on August 31, 2026. This Agreement can be renewed and extended for three (3) additional annual terms (September through August), if approved in writing by both parties at least thirty (30) days prior to the termination date.

b. This Agreement may be terminated with or without cause by either party upon giving at least thirty (30) days prior written notice to the other party by certified mail.

c. The parties recognize that this Agreement is at all times subject to applicable state, local and federal law, including but not limited to the Social Security Act and the rules and regulations and policies of the Texas Department of State Health Services, as well as the public health and safety provisions of state laws and regulations. The parties further recognize that this Agreement shall be subject to amendments of such laws and regulations, and to new legislation such as a new federal or state economic stabilization program or health insurance program. Any provisions of law that invalidate, or otherwise are inconsistent with the terms of this Agreement, or that would cause one or both the parties to be in violation of the laws, shall be deemed to have superseded the terms of this Agreement; provided however, that the parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of applicable laws and regulations.

d. As it may be amended from time to time, the parties hereto agree to comply with the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and related regulations to the extent that they are applicable to this Agreement. The parties further agree to execute any other documents that may be required or reasonably necessary under HIPAA and its regulations. The College further agrees to require its Students in the Program to sign any documents that might be required by Facility for compliance with federal or state privacy laws, including HIPAA.

e. All parties involved in this Agreement shall not discriminate based on sex, race, color, national origin, disability or age.

f. College and Facility strictly adhere to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act*, Chapter 552, *Texas Government Code*.

g. College represents and warrants to Facility that College, its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health

care programs as defined in 42 USC 1320a-78B(f) (the "Federal Healthcare Programs"; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in College being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement and College shall immediately notify Facility of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Facility the right to terminate this Agreement immediately for cause.

h. The parties agree and understand that work to be performed under this Agreement:

i. must be in the public interest;
ii. must not result in the displacement of employed workers or impair existing contracts for services;
iii. must be governed by such conditions of employment, including compensation, as shall be appropriate and reasonable in light of such factors as type of work performed, geographical region, and proficiency of the employee. Conditions of employment, including compensation, must be mutually agreed by the College and the Facility,
iv. may not involve the construction, operation, or maintenance of any Facility that is to be used for sectarian instruction or as a place for religious worship; and
v. must not involve any partisan or nonpartisan political activity associated with a candidate or contending faction or group, in an election for public or party office,
vi. must not involve lobbying on the federal, state or local level,
vii. must never include work classified as facility maintenance, cleaning, purchasing, or public relations.

i. For Students employed by for-profit companies, these jobs must be academically relevant, to the maximum extent practicable, to the student's program of study. For Students employed by a federal, state, or local public agency or by a private nonprofit organization, providing jobs related to the Student's academic or vocational goals is encouraged but not required.

j. Limitations. The Parties are aware that there are constitutional and statutory limitations on the authority of Tyler Junior College to enter into certain terms and conditions that may be a part of this Agreement, including those terms and conditions relating to liens on College's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on Tyler Junior College except to the extent authorized by the laws and Constitution of the State of Texas.

k. THE PARTIES, AS INDEPENDENT POLITICAL SUBDIVISIONS OF THE STATE OF TEXAS, CANNOT INDEMNIFY EACH OTHER FOR ANY CLAIMS, DAMAGES, JUDGMENTS, COSTS, OR EXPENSES ARISING OUT OF THE SOLE OR PARTIAL NEGLIGENT OR INTENTIONAL ACT OR OMISSION BY THE OTHER. THE PARTIES AGREE THAT EACH PARTY SHALL BE LIABLE ONLY FOR DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, RELATED TO, OR ARISING OUT OF THE INTENTIONAL OR NEGLIGENT ACT OR OMISSIONS OF SUCH PARTY'S OWN

RESPECTIVE OFFICIALS, AGENTS, REPRESENTATIVES, AND EMPLOYEES IN PERFORMANCE OF THIS AGREEMENT. THE AGREEMENT DOES NOT EXTEND THE LIABILITIES OF THE PARTIES. NEITHER THE CITY OF TYLER NOR TYLER JUNIOR COLLEGE WAIVES ANY IMMUNITY OF DEFENSES AVAILABLE TO IT AGAINST CLAIMS MADE BY THIRD PARTIES.

l. Venue; Governing Law. Smith County, Tyler Texas, will be the proper place of venue for suit on or in respect to this Agreement. This Agreement and all of the rights and obligations of the entities and all of the terms and conditions will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

m. Israel. In accordance with the Texas Government Code, Facility represents and verifies that it does not, and will not during the term of this contract, boycott Israel and that Facility is not identified by the Texas Comptroller as boycotting Israel. "Boycott" as used herein means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

n. Family Educational Rights and Privacy Act. To the extent applicable to Facility, Facility agrees to comply with all laws regarding the confidentiality of the Student's educational records, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), and to comply with all applicable laws in safeguarding any nonpublic, sensitive, and/or confidential information of College's Faculty and Students which is in Facility's possession or control.

o. Transportation for Students to and from their work assignments will not be provided by either the College or the Facility.

p. The Parties hereto agree that Students are not employees of the Facility and are therefore not eligible to receive nor have rights to health and other benefits generally available to the employees of the Facility.

q. Gross compensation under this Agreement shall not exceed the maximum dollar certification for any individual Student as specified by the Student's Financial Aid Award or verified by the Office of Financial Aid.

r. The Facility's Share of Student Compensation & Assignment Details document (Exhibit A) shall be updated from time to time, must be signed by an authorized official of the College and the Facility, and must set forth:

   i. Project length of time,
   ii. Total number of Students to be employed,
   iii. Hourly rates of pay for each Student,
   iv. Maximum number of hours per week each Student can work,
   v. Total percent, if any, of the Student compensation that Facility will pay to the College,
   vi. Total percent, if any, of the cost of employer's payroll contribution to be borne by the Facility, and
   vii. Brief descriptions of the work to be performed by students under this Agreement.

All Exhibits attached to this Agreement are incorporated into this Agreement by reference.

EXHIBITS:

Exhibit A - Facility's Share of Student Compensation & Assignment Details

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized officer on the day and year first written, below.

TYLER JUNIOR COLLEGE

By _____ _____

Dr. Juan E. Mejia, President & CEO
Tyler Junior College
P. O. Box 9020, Tyler, TX 75711-9020

Date

CITY OF TYLER

By _____ _____

Edward Broussard, City Manager
City of Tyler, Texas, for Tyler Public Library

Date

EXHIBIT A

Facility's Share of Student Compensation & Assignment Details

Facility Name: City of Tyler

Project length of time: As assigned

Total number of Students to be employed: 3

Hourly rates of pay for each Student: To be determined by the College

Maximum number of hours per week each Student can work: *Hours shall be awarded and documented by the College for each Student based on their eligibility and shall never exceed eighteen (18) hours per week.*

*Total percent, if any, of the Student compensation that Facility will pay to the College: Zero

*Total percent, if any, of the cost of employer's payroll contribution to be borne by the Facility: Zero

Brief descriptions of the work to be performed by Students under this Agreement: See job description(s) attached.

City of Tyler does not assume responsibility for any of the following compensations:

- Student earnings/wages.
- Nonfederal share of Student earnings/wages.
- Employer-related costs, such as the employer's share of Social Security or Worker's Compensation.
- Administrative costs incurred by the College that are not covered by its Administrative Cost Allowance (ACA).

IN WITNESS WHEREOF, the parties hereto have mutually agreed to details in this Exhibit A of the Work Study Partnership Agreement and have confirmed their agreement by signature below:

Tyler Junior College

By _____
Juan E. Mejia
President & CEO

City of Tyler

By _____
Name:
Title:

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-7

Date: May 28, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute a Capital Improvement Project (CIP) construction contract with Hartbeat Construction for the 2025 Stormwater Repair project in the amount of $711,200.00, Bid No. 25-022.

Item Reference: **CC 09/25/2025, Item C-A-6 and 05/14/2025, Item C-A-1**

The scope of this Capital Improvement Project (CIP) is to repair failing stormwater infrastructure for the City of Tyler. The failing assets to be addressed this fiscal year are at three (3) locations and include:

1. 516 East 6th Street (erosion, failing deep inlet boxes, and separated RCP eventually causing roadway failure);
2. 1647 Mims Drive (erosion, failing inlet boxes, and separated RCP causing roadway failure); and
3. 1902 Sybil Lane (erosion and a failed reinforced concrete pipe (RCP) and outfall, jeopardizing a private retaining wall).

Engineering and design activities were completed and bids were submitted for three (3) additional projects, but budget constraints prevent these from being addressed until the upcoming fiscal year. Due to purchasing restrictions, this work will have to be advertised and rebid at that time. The locations include:
1. 2206 North Glass Ave (erosion, failing inlet boxes, and separated RCP causing roadway failure);
2. 1100 East Lake Street (erosion and a failed reinforced concrete pipe (RCP) and outfall); and
3. 2305 East 5th Street (erosion and undermined culvert, headwall, and wingwalls).

The lowest qualified bidder was Hartbeat Construction. As can be seen from the projects listed in priority order, Hartbeat Construction was the lowest bidder, no matter the combination of projects. The top three (3) projects by priority were awarded, with the lower three (3) delayed until next fiscal year.

This project is to be funded from the Stormwater Capital Outlay Budget.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to execute a Capital Improvement Project (CIP) construction contract with Hartbeat Constructon, for the 2025 Stormwater Repair project for $711,200.00, Bid No. 25-022.

Attachments:
2025_SW_Repair_BID_AWARD
Mims 01
Mims 02
E 6th 01
E 6th 02
Sybil
2025-05-05_Award_Rec

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

Edited/Submitted By:
City Manager

				REYNOLDS & KAY LTD		TRUE ROADS CONSTRUCTION		HARTBEAT CONSTRUCTION		PRECISION CIVIL LLC		WM MILLER CONSTRUCTION	
Bid Item	Quantity	Unit	Description	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
			BASE BID - 516 EAST 6TH STREET										
			SUBTOTAL - 516 EAST 6TH STREET		$ 393,936.00		$ 497,275.00		$ 391,180.00		$ 422,265.00		$ 509,822.05
Bid Item	Quantity	Unit	Description	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
			ADDITIVE ALTERNATE A - 1902 SYBIL LANE										
			SUBTOTAL - 1902 SYBIL LANE		$ 139,125.00		$ 108,890.00		$ 105,360.00		$ 91,725.00		$ 234,017.84
Bid Item	Quantity	Unit	Description	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
			ADDITIVE ALTERNATE B - 1647 MIMS DRIVE										
			SUBTOTAL - 1647 MIMS DRIVE		$ 208,229.00		$ 226,330.00		$ 214,660.00		$ 237,650.00		$ 329,962.00
Bid Item	Quantity	Unit	Description	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
			ADDITIVE ALTERNATE C - 2206 N GLASS AVENUE										
			SUBTOTAL - 2206 N GLASS AVENUE		$ 178,245.00		$ 163,330.00		$ 166,494.00		$ 202,260.00		$ 287,916.49
Bid Item	Quantity	Unit	Description	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
			ADDITIVE ALTERNATE E - 1100 EAST LAKE STREET										
			SUBTOTAL - 1100 EAST LAKE STREET		$ 198,200.00		$ 124,300.00		$ 148,514.00		$ 164,850.00		$ 287,628.60
Bid Item	Quantity	Unit	Description	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
			ADDITIVE ALTERNATE D - 2305 E 5th STREET										
			SUBTOTAL - 2305 E 5th STREET		$ 63,612.50		$ 44,490.00		$ 55,690.00		$ 46,787.50		$ 130,880.17
			TOTAL PROJECT COST, LOCATIONS 1-6		$ 1,181,347.50		$ 1,164,615.00		$ 1,081,898.00		$ 1,165,537.50		$ 1,780,227.15
			TOTAL PROJECT COST, LOCATIONS 1-5		$ 1,117,735.00		$ 1,120,125.00		$ 1,026,208.00		$ 1,118,750.00		$ 1,649,346.98
			TOTAL PROJECT COST, LOCATIONS 1-4		$ 919,535.00		$ 995,825.00		$ 877,694.00		$ 953,900.00		$ 1,361,718.38
			TOTAL PROJECT COST, LOCATIONS 1-3		$ 741,290.00		$ 832,495.00		$ 711,200.00		$ 751,640.00		$ 1,073,801.89


DIRECTION
1 deg(T)
32.37222°N
095.31883°W
ACCURACY 5 m
DATUM WGS84
Dowden Supply Co.
STREETS
STREETS
2024-04-17
09:45:11-05:00


DIRECTION
336 deg(T)
32.37220°N
095.31882°W
ACCURACY 4 m
DATUM WGS84
172”L x 50”W x 72”D
box on the real S si…
2024-04-17
10:05:26-05:00




USE NO ACID


DIRECTION
165 deg(T)
32.30547°N
095.27837°W
ACCURACY 8 m
DATUM WGS84
2024-06-11
17:34:41-05:00

ELLEDGE ENGINEERING CORPORATION
P.O. Box 7110
Tyler, Texas 75711
(903) 780-3251

May 5, 2025

Mr. Paul Neuhaus, M.S., P.E.
Stormwater Management and Environmental Compliance Officer
City of Tyler Engineering Services Department
511 W. Locust Street
Tyler, Texas

Re: City of Tyler
Bid 25-022 2025 Stormwater Repair Project
Recommendation of Award

Dear Mr. Neuhaus:

As you know, bids were received for the referenced project on April 22, 2025. A tabulation of the base bid plus five additive alternates is attached to this correspondence. Bids were received from five contractors. The low bid was submitted by Hartbeat Construction, based in Tyler. This is a well-established company with many construction projects successfully completed here in the City.

Based upon this information, we recommend award of this contract to Hartbeat Construction in the base bid amount of $391,180.00 plus any additive alternates determined by the City of Tyler.

Respectfully submitted,

Phil Elledge, President
Elledge Engineering Corporation
TBPE F-16917

Enclosures

City of Tyler
Bid No. 25-022
2025 Stormwater Repair Project

BID TABULATION

5/8/2025

				REYNOLDS & KAY LTD		TRUE ROADS CONSTRUCTION		HARTBEAT CONSTRUCTION		PRECISION CIVIL LLC		WM MILLER CONSTRUCTION	
Bid Item	**Quantity**	**Unit**	**Description**	**Unit Cost**	**Total Cost**	**Unit Cost**	**Total Cost**	**Unit Cost**	**Total Cost**	**Unit Cost**	**Total Cost**	**Unit Cost**	**Total Cost**
			BASE BID - 516 EAST 6TH STREET										
1	1	EA	PREPARING RIGHT OF WAY	$8,000.00	$8,000.00	$20,000.00	$20,000.00	$9,700.00	$9,700.00	$15,000.00	$15,000.00	$26,419.50	$26,419.50
2	23	LF	REMOVE CONCRETE (48-INCH RCP)	$36.00	$828.00	$500.00	$11,500.00	$150.00	$3,450.00	$150.00	$3,450.00	$259.70	$5,973.10
3	23	LF	REMOVE CONCRETE (36-INCH RCP)	$36.00	$828.00	$500.00	$11,500.00	$100.00	$2,300.00	$150.00	$3,450.00	$265.43	$6,104.89
4	2	EA	REMOVE EXISTING INLET	$2,000.00	$4,000.00	$3,500.00	$7,000.00	$9,800.00	$19,600.00	$3,000.00	$6,000.00	$4,404.75	$8,809.50
5	40	LF	REMOVE EXISTNG CURB & GUTTER	$20.00	$800.00	$27.00	$1,080.00	$30.00	$1,200.00	$10.00	$400.00	$42.51	$1,700.40
6	1	LS	REMOVE EXISTNG 24IN TREE	$2,000.00	$2,000.00	$5,000.00	$5,000.00	$2,800.00	$2,800.00	$2,500.00	$2,500.00	$10,668.30	$10,668.30
7	385	SY	REMOVE EXISTNG ASPHALT	$10.00	$3,850.00	$15.00	$5,775.00	$18.00	$6,930.00	$18.00	$6,930.00	$8.44	$3,249.40
8	100	CY	UNCLASSIFIED EXCAVATION	$20.00	$2,000.00	$55.00	$5,500.00	$55.00	$5,500.00	$25.00	$2,500.00	$57.23	$5,723.00
9	350	CY	COMPACTED SELECT MATERIAL (PLAN QUANTITY)	$50.00	$17,500.00	$44.00	$15,400.00	$77.00	$26,950.00	$30.00	$10,500.00	$51.98	$18,193.00
10	1000	SY	PLASTER CELLULOSE MULCH SEEDING	$10.00	$10,000.00	$1.25	$1,250.00	$8.00	$8,000.00	$2.00	$2,000.00	$12.36	$12,360.00
11	385	SY	ASPHALT PAVEMENT REPAIR	$43.00	$16,555.00	$90.00	$34,650.00	$55.00	$21,175.00	$135.00	$51,975.00	$93.41	$35,962.85
12	550	SF	TEMPORARY SPECIAL SHORING (AS NEEDED)	$15.00	$8,250.00	$220.00	$121,000.00	$77.00	$42,350.00	$32.00	$17,600.00	$26.74	$14,707.00
13	70	SY	FILTER FABRIC	$5.00	$350.00	$30.00	$2,100.00	$12.00	$840.00	$15.00	$1,050.00	$194.70	$13,629.00
14	40	CY	RIPRAP (STONE PROTECTION)(DRY)(12IN)(18IN)	$300.00	$12,000.00	$230.00	$9,200.00	$257.00	$10,280.00	$200.00	$8,000.00	$423.23	$16,929.20
15	20	SY	RIPRAP (CONC)(SLOPE)	$555.00	$11,100.00	$300.00	$6,000.00	$200.00	$4,000.00	$450.00	$9,000.00	$735.23	$14,704.60
16	4	LF	RC PIPE (CLIII)(36IN)	$2,000.00	$8,000.00	$1,600.00	$6,400.00	$300.00	$1,200.00	$350.00	$1,400.00	$4,005.38	$16,021.52
17	10	CY	GRAVEL BEDDING (1" - 2" ANGULAR STONE)	$200.00	$2,000.00	$200.00	$2,000.00	$360.00	$3,600.00	$110.00	$1,100.00	$412.05	$4,120.50
18	20	LF	CONC BOX CULVERT(8 FT X 3 FT)	$1,300.00	$26,000.00	$900.00	$18,000.00	$1,500.00	$30,000.00	$1,968.75	$39,375.00	$1,011.69	$20,233.80
19	1	EA	INLET (COMP)(5')(CURB)(SAG)(NO. 1)	$20,000.00	$20,000.00	$15,000.00	$15,000.00	$12,000.00	$12,000.00	$10,500.00	$10,500.00	$16,504.50	$16,504.50
20	1	EA	INLET (COMP)(15')(CURB)(SAG)(NO. 2)	$50,000.00	$50,000.00	$25,000.00	$25,000.00	$36,000.00	$36,000.00	$15,000.00	$15,000.00	$38,704.50	$38,704.50
21	1	EA	INLET (EXTENSION)(15')	$17,000.00	$17,000.00	$8,000.00	$8,000.00	$18,000.00	$18,000.00	$12,500.00	$12,500.00	$18,304.50	$18,304.50
22	1	EA	INLET (EXTENSION)(5')	$12,000.00	$12,000.00	$7,000.00	$7,000.00	$8,000.00	$8,000.00	$8,500.00	$8,500.00	$10,504.50	$10,504.50
23	1	EA	WINGWALL (PW-1)(HW=8FT-7IN)(LENGTH=10FT)	$15,000.00	$15,000.00	$18,000.00	$18,000.00	$12,600.00	$12,600.00	$41,400.00	$41,400.00	$11,104.50	$11,104.50
24	1	EA	WINGWALL (PW-1)(HW=8FT-7IN)(LENGTH=17FT)	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$16,200.00	$16,200.00	$63,620.00	$63,620.00	$18,304.50	$18,304.50
25	1	LS	MOBILIZATION AND BONDS	$65,000.00	$65,000.00	$48,000.00	$48,000.00	$23,000.00	$23,000.00	$16,240.00	$16,240.00	$61,209.54	$61,209.54
26	6	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	$2,000.00	$12,000.00	$3,000.00	$18,000.00	$3,200.00	$19,200.00	$4,500.00	$27,000.00	$7,200.00	$43,200.00
27	20	LF	ROCK FILTER DAMS (INSTALL)(TYPE 2)	$70.00	$1,400.00	$80.00	$1,600.00	$200.00	$4,000.00	$80.00	$1,600.00	$192.82	$3,856.40
28	20	LF	ROCK FILTER DAMS (REMOVE)	$10.00	$200.00	$15.00	$300.00	$50.00	$1,000.00	$80.00	$1,600.00	$152.63	$3,052.60
29	200	LF	TEMPORARY SEDIMENT CONTROL FENCE (INSTALL)	$4.00	$800.00	$6.00	$1,200.00	$8.00	$1,600.00	$5.00	$1,000.00	$4.31	$862.00
30	200	LF	TEMPORARY SEDIMENT CONTROL FENCE (REMOVE)	$1.00	$200.00	$2.00	$400.00	$4.00	$800.00	$5.00	$1,000.00	$7.00	$1,400.00
31	1	LS	EROSION CONTROL MAINTENANCE	$2,000.00	$2,000.00	$8,000.00	$8,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$10,000.00	$10,000.00
32	2	EA	PROJECT SIGNS	$2,600.00	$5,200.00	$1,100.00	$2,200.00	$750.00	$1,500.00	$1,500.00	$3,000.00	$1,200.00	$2,400.00
33	165	LF	CURB & GUTTER	$55.00	$9,075.00	$68.00	$11,220.00	$57.00	$9,405.00	$55.00	$9,075.00	$60.03	$9,904.95
34	1	LS	ALLOWANCE FOR ADDITIONAL WORK	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00
			SUBTOTAL - 516 EAST 6TH STREET		**$393,936.00**		**$497,275.00**		**$391,180.00**		**$422,265.00**		**$509,822.05**

City of Tyler
Bid No. 25-022
2025 Stormwater Repair Project

BID TABULATION

5/8/2025

				REYNOLDS & KAY LTD		TRUE ROADS CONSTRUCTION		HARTBEAT CONSTRUCTION		PRECISION CIVIL LLC		WM MILLER CONSTRUCTION	
Bid Item	Quantity	Unit	Description	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
ADDITIVE ALTERNATE A - 1902 SYBIL LANE													
A-1	1	EA	PREPARING RIGHT OF WAY	$10,000.00	$10,000.00	$5,000.00	$5,000.00	$15,000.00	$15,000.00	$10,000.00	$10,000.00	$25,025.40	$25,025.40
A-2	1	LS	REMOVE EXISTNG 12IN TREE	$1,500.00	$1,500.00	$4,000.00	$4,000.00	$1,500.00	$1,500.00	$2,500.00	$2,500.00	$8,038.50	$8,038.50
A-3	200	CY	UNCLASSIFIED EXCAVATION	$20.00	$4,000.00	$40.00	$8,000.00	$50.00	$10,000.00	$25.00	$5,000.00	$108.30	$21,660.00
A-4	100	CY	COMPACTED SELECT MATERIAL (PLAN QUANTITY)	$50.00	$5,000.00	$60.00	$6,000.00	$77.00	$7,700.00	$30.00	$3,000.00	$113.76	$11,376.00
A-5	500	SY	PLASTER CELLULOSE MULCH SEEDING	$10.00	$5,000.00	$2.50	$1,250.00	$8.00	$4,000.00	$2.00	$1,000.00	$25.77	$12,885.00
A-6	100	SF	TEMPORARY SPECIAL SHORING (AS NEEDED)	$15.00	$1,500.00	$130.00	$13,000.00	$77.00	$7,700.00	$32.00	$3,200.00	$234.09	$23,409.00
A-7	50	SY	RIPRAP (CONC)(SLOPE)	$600.00	$30,000.00	$500.00	$25,000.00	$35.00	$1,750.00	$450.00	$22,500.00	$750.09	$37,504.50
A-8	75	SY	FILTER FABRIC	$5.00	$375.00	$34.00	$2,550.00	$20.00	$1,500.00	$15.00	$1,125.00	$156.30	$11,722.50
A-9	50	CY	RIPRAP (STONE PROTECTION)(DRY)(18IN)(24IN)	$300.00	$15,000.00	$200.00	$10,000.00	$257.00	$12,850.00	$200.00	$10,000.00	$504.09	$25,204.50
A-10	8	LF	RC PIPE (CLIII)(30IN)	$300.00	$2,400.00	$430.00	$3,440.00	$195.00	$1,560.00	$300.00	$2,400.00	$1,347.19	$10,777.52
A-11	1	LS	MOBILIZATION AND BONDS	$45,000.00	$45,000.00	$4,000.00	$4,000.00	$15,000.00	$15,000.00	$4,400.00	$4,400.00	$2,643.82	$2,643.82
A-12	1	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	$500.00	$500.00	$5,000.00	$5,000.00	$3,000.00	$3,000.00	$4,500.00	$4,500.00	$9,904.50	$9,904.50
A-13	20	LF	ROCK FILTER DAMS (INSTALL)(TYPE 2)	$70.00	$1,400.00	$80.00	$1,600.00	$200.00	$4,000.00	$80.00	$1,600.00	$197.03	$3,940.60
A-14	20	LF	ROCK FILTER DAMS (REMOVE)	$10.00	$200.00	$15.00	$300.00	$50.00	$1,000.00	$80.00	$1,600.00	$150.00	$3,000.00
A-15	50	LF	TEMPORARY SEDIMENT CONTROL FENCE (INSTALL)	$4.00	$200.00	$10.00	$500.00	$8.00	$400.00	$10.00	$500.00	$25.00	$1,250.00
A-16	50	LF	TEMPORARY SEDIMENT CONTROL FENCE (REMOVE)	$1.00	$50.00	$5.00	$250.00	$4.00	$200.00	$8.00	$400.00	$13.52	$676.00
A-17	1	LS	EROSION CONTROL MAINTENANCE	$2,000.00	$2,000.00	$4,000.00	$4,000.00	$3,200.00	$3,200.00	$3,000.00	$3,000.00	$10,000.00	$10,000.00
A-18	1	LS	ALLOWANCE FOR ADDITIONAL WORK	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00
	SUBTOTAL - 1902 SYBIL LANE				**$139,125.00**		**$108,890.00**		**$105,360.00**		**$91,725.00**		**$234,017.84**

City of Tyler
Bid No. 25-022
2025 Stormwater Repair Project

BID TABULATION

5/8/2025

				REYNOLDS & KAY LTD		TRUE ROADS CONSTRUCTION		HARTBEAT CONSTRUCTION		PRECISION CIVIL LLC		WM MILLER CONSTRUCTION	
Bid Item	Quantity	Unit	Description	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
ADDITIVE ALTERNATE B - 1647 MIMS DRIVE													
B-1	1	EA	PREPARING RIGHT OF WAY	$10,000.00	$10,000.00	$6,000.00	$6,000.00	$8,500.00	$8,500.00	$7,500.00	$7,500.00	$19,676.40	$19,676.40
B-2	36	LF	REMOVE CONCRETE (48-INCH RCP)	$40.00	$1,440.00	$120.00	$4,320.00	$150.00	$5,400.00	$150.00	$5,400.00	$389.67	$14,028.12
B-3	2	EA	REMOVE EXISTING INLET	$2,000.00	$4,000.00	$2,000.00	$4,000.00	$9,500.00	$19,000.00	$3,000.00	$6,000.00	$5,475.75	$10,951.50
B-4	72	LF	REMOVE EXISTNG CURB & GUTTER	$12.00	$864.00	$15.00	$1,080.00	$22.00	$1,584.00	$10.00	$720.00	$25.16	$1,811.52
B-5	115	SY	REMOVE EXISTNG ASPHALT	$12.00	$1,380.00	$42.00	$4,830.00	$18.00	$2,070.00	$27.00	$3,105.00	$27.80	$3,197.00
B-6	100	CY	UNCLASSIFIED EXCAVATION	$20.00	$2,000.00	$50.00	$5,000.00	$55.00	$5,500.00	$25.00	$2,500.00	$126.33	$12,633.00
B-7	100	CY	COMPACTED SELECT MATERIAL (PLAN QUANTITY)	$50.00	$5,000.00	$70.00	$7,000.00	$77.00	$7,700.00	$30.00	$3,000.00	$129.13	$12,913.00
B-8	1000	SY	PLASTER CELLULOSE MULCH SEEDING	$10.00	$10,000.00	$1.25	$1,250.00	$8.00	$8,000.00	$2.00	$2,000.00	$13.47	$13,470.00
B-9	1	LS	MISC. GRADE WORK	$2,000.00	$2,000.00	$6,000.00	$6,000.00	$3,500.00	$3,500.00	$5,000.00	$5,000.00	$7,380.00	$7,380.00
B-10	115	SY	ASPHALT PAVEMENT REPAIR	$43.00	$4,945.00	$120.00	$13,800.00	$55.00	$6,325.00	$135.00	$15,525.00	$159.65	$18,359.75
B-11	450	SF	TEMPORARY SPECIAL SHORING (AS NEEDED)	$15.00	$6,750.00	$86.00	$38,700.00	$42.00	$18,900.00	$32.00	$14,400.00	$19.34	$8,703.00
B-12	100	SY	FILTER FABRIC	$5.00	$500.00	$30.00	$3,000.00	$18.00	$1,800.00	$15.00	$1,500.00	$109.17	$10,917.00
B-13	35	CY	RIPRAP (STONE PROTECTION)(DRY)(12IN)(12IN)	$300.00	$10,500.00	$230.00	$8,050.00	$257.00	$8,995.00	$200.00	$7,000.00	$572.79	$20,047.65
B-14	10	CY	GRAVEL BEDDING (1" - 2" ANGULAR STONE)	$200.00	$2,000.00	$300.00	$3,000.00	$250.00	$2,500.00	$110.00	$1,100.00	$412.05	$4,120.50
B-15	16	LF	RC PIPE (CLIII)(48IN)	$400.00	$6,400.00	$400.00	$6,400.00	$367.00	$5,872.00	$650.00	$10,400.00	$952.13	$15,234.08
B-16	1	EA	INLET (COMP)(15')(CURB)(SAG)(NORTH)	$25,000.00	$25,000.00	$16,000.00	$16,000.00	$24,000.00	$24,000.00	$15,000.00	$15,000.00	$38,704.50	$38,704.50
B-17	1	EA	INLET (COMP)(15')(CURB)(SAG)(SOUTH)	$35,000.00	$35,000.00	$16,000.00	$16,000.00	$24,000.00	$24,000.00	$15,000.00	$15,000.00	$38,704.50	$38,704.50
B-18	2	EA	WINGWALL (PW-1)(HW=8FT)(LENGTH=10FT)	$17,000.00	$34,000.00	$16,000.00	$32,000.00	$9,000.00	$18,000.00	$41,400.00	$82,800.00	$9,752.25	$19,504.50
B-19	1	LS	MOBILIZATION AND BONDS	$21,000.00	$21,000.00	$15,000.00	$15,000.00	$13,550.00	$13,550.00	$9,140.00	$9,140.00	$8,826.68	$8,826.68
B-20	1	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	$2,000.00	$2,000.00	$6,000.00	$6,000.00	$3,000.00	$3,000.00	$4,500.00	$4,500.00	$11,038.50	$11,038.50
B-21	20	LF	ROCK FILTER DAMS (INSTALL)(TYPE 2)	$70.00	$1,400.00	$80.00	$1,600.00	$200.00	$4,000.00	$80.00	$1,600.00	$200.30	$4,006.00
B-22	20	LF	ROCK FILTER DAMS (REMOVE)	$10.00	$200.00	$15.00	$300.00	$50.00	$1,000.00	$80.00	$1,600.00	$140.00	$2,800.00
B-23	50	LF	TEMPORARY SEDIMENT CONTROL FENCE (INSTALL)	$4.00	$200.00	$12.00	$600.00	$8.00	$400.00	$10.00	$500.00	$25.00	$1,250.00
B-24	50	LF	TEMPORARY SEDIMENT CONTROL FENCE (REMOVE)	$1.00	$50.00	$4.00	$200.00	$4.00	$200.00	$8.00	$400.00	$10.00	$500.00
B-25	72	LF	CONCRETE CURB & GUTTER	$50.00	$3,600.00	$100.00	$7,200.00	$37.00	$2,664.00	$55.00	$3,960.00	$85.90	$6,184.80
B-26	1	LS	EROSION CONTROL MAINTENANCE	$3,000.00	$3,000.00	$4,000.00	$4,000.00	$3,200.00	$3,200.00	$3,000.00	$3,000.00	$10,000.00	$10,000.00
B-27	1	LS	ALLOWANCE FOR ADDITIONAL WORK	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00
			SUBTOTAL - 1647 MIMS DRIVE		**$208,229.00**		**$226,330.00**		**$214,660.00**		**$237,650.00**		**$329,962.00**

City of Tyler
Bid No. 25-022
2025 Stormwater Repair Project

BID TABULATION

5/8/2025

				REYNOLDS & KAY LTD		TRUE ROADS CONSTRUCTION		HARTBEAT CONSTRUCTION		PRECISION CIVIL LLC		WM MILLER CONSTRUCTION	
Bid Item	Quantity	Unit	Description	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
	ADDITIVE ALTERNATE C - 2206 N GLASS AVENUE												
C-1	1	EA	PREPARING RIGHT OF WAY	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$8,500.00	$8,500.00	$15,000.00	$15,000.00	$25,112.40	$25,112.40
C-2	28	LF	REMOVE CONCRETE (48-INCH RCP)	$40.00	$1,120.00	$150.00	$4,200.00	$150.00	$4,200.00	$150.00	$4,200.00	$321.00	$8,988.00
C-3	1	EA	REMOVE EXISTING INLET	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$9,000.00	$9,000.00	$3,000.00	$3,000.00	$3,078.00	$3,078.00
C-4	40	LF	REMOVE EXISTNG CURB & GUTTER	$12.00	$480.00	$50.00	$2,000.00	$20.00	$800.00	$10.00	$400.00	$39.96	$1,598.40
C-5	1	LS	REMOVE EXISTNG RETAINING WALL	$2,000.00	$2,000.00	$4,000.00	$4,000.00	$4,500.00	$4,500.00	$5,000.00	$5,000.00	$1,598.26	$1,598.26
C-6	1	LS	REMOVE EXISTNG 24IN TREE	$2,000.00	$2,000.00	$6,000.00	$6,000.00	$3,200.00	$3,200.00	$2,500.00	$2,500.00	$5,400.00	$5,400.00
C-7	115	SY	REMOVE EXISTNG ASPHALT	$12.00	$1,380.00	$35.00	$4,025.00	$18.00	$2,070.00	$27.00	$3,105.00	$31.50	$3,622.50
C-8	100	CY	UNCLASSIFIED EXCAVATION	$20.00	$2,000.00	$50.00	$5,000.00	$50.00	$5,000.00	$25.00	$2,500.00	$57.57	$5,757.00
C-9	100	CY	COMPACTED SELECT MATERIAL (PLAN QUANTITY)	$50.00	$5,000.00	$60.00	$6,000.00	$77.00	$7,700.00	$30.00	$3,000.00	$85.44	$8,544.00
C-10	1000	SY	PLASTER CELLULOSE MULCH SEEDING	$10.00	$10,000.00	$1.25	$1,250.00	$8.00	$8,000.00	$2.00	$2,000.00	$13.98	$13,980.00
C-11	1	LS	MISC. GRADE WORK	$1,200.00	$1,200.00	$4,000.00	$4,000.00	$3,200.00	$3,200.00	$5,000.00	$5,000.00	$8,326.80	$8,326.80
C-12	130	SY	ASPHALT PAVEMENT REPAIR	$43.00	$5,590.00	$100.00	$13,000.00	$55.00	$7,150.00	$135.00	$17,550.00	$152.65	$19,844.50
C-13	250	SF	TEMPORARY SPECIAL SHORING (AS NEEDED)	$15.00	$3,750.00	$80.00	$20,000.00	$40.00	$10,000.00	$32.00	$8,000.00	$34.82	$8,705.00
C-14	35	SY	FILTER FABRIC	$5.00	$175.00	$35.00	$1,225.00	$18.00	$630.00	$15.00	$525.00	$233.49	$8,172.15
C-15	20	CY	RIPRAP (STONE PROTECTION)(DRY)(12IN)(18IN)	$300.00	$6,000.00	$300.00	$6,000.00	$257.00	$5,140.00	$200.00	$4,000.00	$620.25	$12,405.00
C-16	10	CY	GRAVEL BEDDING (1" - 2" ANGULAR STONE)	$200.00	$2,000.00	$300.00	$3,000.00	$250.00	$2,500.00	$110.00	$1,100.00	$414.45	$4,144.50
C-17	22	LF	RC PIPE (CLIII)(48IN)	$400.00	$8,800.00	$340.00	$7,480.00	$382.00	$8,404.00	$650.00	$14,300.00	$685.70	$15,085.40
C-18	1	EA	INLET (COMP)(20')(CURB)(SAG)(NORTH)	$40,000.00	$40,000.00	$16,000.00	$16,000.00	$24,000.00	$24,000.00	$20,000.00	$20,000.00	$46,744.50	$46,744.50
C-19	1	EA	HEADWALL (CH-FW-0)(DIA=48IN)(2 PIPES)	$35,000.00	$35,000.00	$12,000.00	$12,000.00	$9,800.00	$9,800.00	$54,500.00	$54,500.00	$29,704.50	$29,704.50
C-20	1	LS	MOBILIZATION AND BONDS	$22,000.00	$22,000.00	$10,000.00	$10,000.00	$14,000.00	$14,000.00	$7,780.00	$7,780.00	$8,826.68	$8,826.68
C-21	1	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	$2,000.00	$2,000.00	$5,000.00	$5,000.00	$3,200.00	$3,200.00	$4,500.00	$4,500.00	$9,904.50	$9,904.50
C-22	20	LF	ROCK FILTER DAMS (INSTALL)(TYPE 2)	$70.00	$1,400.00	$80.00	$1,600.00	$200.00	$4,000.00	$80.00	$1,600.00	$200.00	$4,000.00
C-23	20	LF	ROCK FILTER DAMS (REMOVE)	$10.00	$200.00	$15.00	$300.00	$55.00	$1,100.00	$80.00	$1,600.00	$150.00	$3,000.00
C-24	50	LF	TEMPORARY SEDIMENT CONTROL FENCE (INSTALL)	$4.00	$200.00	$12.00	$600.00	$8.00	$400.00	$10.00	$500.00	$25.00	$1,250.00
C-25	50	LF	TEMPORARY SEDIMENT CONTROL FENCE (REMOVE)	$1.00	$50.00	$5.00	$250.00	$4.00	$200.00	$8.00	$400.00	$10.00	$500.00
C-26	40	LF	CONCRETE CURB & GUTTER	$60.00	$2,400.00	$110.00	$4,400.00	$40.00	$1,600.00	$55.00	$2,200.00	$115.61	$4,624.40
C-27	1	LS	EROSION CONTROL MAINTENANCE	$1,500.00	$1,500.00	$4,000.00	$4,000.00	$3,200.00	$3,200.00	$3,000.00	$3,000.00	$10,000.00	$10,000.00
C-28	1	LS	ALLOWANCE FOR ADDITIONAL WORK	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00
	SUBTOTAL - 2206 N GLASS AVENUE				$178,245.00		$163,330.00		$166,494.00		$202,260.00		$287,916.49

City of Tyler
Bid No. 25-022
2025 Stormwater Repair Project

BID TABULATION

5/8/2025

				REYNOLDS & KAY LTD		TRUE ROADS CONSTRUCTION		HARTBEAT CONSTRUCTION		PRECISION CIVIL LLC		WM MILLER CONSTRUCTION	
Bid Item	Quantity	Unit	Description	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
			ADDITIVE ALTERNATE D - 2305 E 5th STREET										
D-1	1	EA	PREPARING RIGHT OF WAY	$3,500.00	$3,500.00	$5,000.00	$5,000.00	$7,500.00	$7,500.00	$7,500.00	$7,500.00	$28,962.00	$28,962.00
D-2	30	CY	UNCLASSIFIED EXCAVATION	$20.00	$600.00	$70.00	$2,100.00	$50.00	$1,500.00	$75.00	$2,250.00	$180.30	$5,409.00
D-3	200	SY	PLASTER CELLULOSE MULCH SEEDING	$10.00	$2,000.00	$5.00	$1,000.00	$8.00	$1,600.00	$5.00	$1,000.00	$41.25	$8,250.00
D-4	1	LS	MISC. GRADE WORK	$1,200.00	$1,200.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$5,000.00	$5,000.00	$21,930.00	$21,930.00
D-5	3	CY	FLOWABLE FILL	$800.00	$2,400.00	$800.00	$2,400.00	$700.00	$2,100.00	$400.00	$1,200.00	$870.75	$2,612.25
D-6	62.5	SY	FILTER FABRIC	$5.00	$312.50	$20.00	$1,250.00	$18.00	$1,125.00	$15.00	$937.50	$96.14	$6,008.75
D-7	45	CY	RIPRAP (STONE PROTECTION)(DRY)(12IN)(24IN)	$300.00	$13,500.00	$220.00	$9,900.00	$257.00	$11,565.00	$200.00	$9,000.00	$441.33	$19,859.85
D-8	1	LS	MOBILIZATION AND BONDS	$29,000.00	$29,000.00	$4,000.00	$4,000.00	$9,500.00	$9,500.00	$4,200.00	$4,200.00	$11,643.82	$11,643.82
D-9	1	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	$3,000.00	$3,000.00	$4,000.00	$4,000.00	$3,200.00	$3,200.00	$4,500.00	$4,500.00	$11,704.50	$11,704.50
D-10	20	LF	ROCK FILTER DAMS (INSTALL)(TYPE 2)	$70.00	$1,400.00	$80.00	$1,600.00	$200.00	$4,000.00	$80.00	$1,600.00	$200.00	$4,000.00
D-11	20	LF	ROCK FILTER DAMS (REMOVE)	$10.00	$200.00	$12.00	$240.00	$50.00	$1,000.00	$80.00	$1,600.00	$150.00	$3,000.00
D-12	1	LS	EROSION CONTROL MAINTENANCE	$1,500.00	$1,500.00	$4,000.00	$4,000.00	$3,600.00	$3,600.00	$3,000.00	$3,000.00	$2,500.00	$2,500.00
D-13	1	LS	ALLOWANCE FOR ADDITIONAL WORK	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
			SUBTOTAL - 2305 E 5th STREET		**$63,612.50**		**$44,490.00**		**$55,690.00**		**$46,787.50**		**$130,880.17**

City of Tyler
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BID TABULATION

5/8/2025

				REYNOLDS & KAY LTD		TRUE ROADS CONSTRUCTION		HARTBEAT CONSTRUCTION		PRECISION CIVIL LLC		WM MILLER CONSTRUCTION	
Bid Item	Quantity	Unit	Description	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
	ADDITIVE ALTERNATE E - 1100 EAST LAKE STREET												
E-1	1	EA	PREPARING RIGHT OF WAY	$12,000.00	$12,000.00	$8,500.00	$8,500.00	$12,000.00	$12,000.00	$10,000.00	$10,000.00	$39,413.40	$39,413.40
E-2	1	LS	REMOVE CONCRETE (48-INCH RCP)	$1,200.00	$1,200.00	$2,500.00	$2,500.00	$2,800.00	$2,800.00	$3,000.00	$3,000.00	$4,018.50	$4,018.50
E-3	350	CY	COMPACTED SELECT MATERIAL (PLAN QUANTITY)	$50.00	$17,500.00	$30.00	$10,500.00	$77.00	$26,950.00	$30.00	$10,500.00	$60.80	$21,280.00
E-4	1000	SY	PLASTER CELLULOSE MULCH SEEDING	$10.00	$10,000.00	$1.25	$1,250.00	$8.00	$8,000.00	$2.00	$2,000.00	$13.54	$13,540.00
E-5	1	LS	MISC. GRADE WORK	$1,200.00	$1,200.00	$4,000.00	$4,000.00	$5,500.00	$5,500.00	$5,000.00	$5,000.00	$11,437.44	$11,437.44
E-6	50	SF	TEMPORARY SPECIAL SHORING (AS NEEDED)	$15.00	$750.00	$125.00	$6,250.00	$40.00	$2,000.00	$32.00	$1,600.00	$414.09	$20,704.50
E-7	400	SY	FILTER FABRIC	$5.00	$2,000.00	$13.00	$5,200.00	$16.00	$6,400.00	$15.00	$6,000.00	$35.21	$14,084.00
E-8	70	CY	RIPRAP (STONE PROTECTION)(DRY)(12IN)(24IN)	$300.00	$21,000.00	$225.00	$15,750.00	$257.00	$17,990.00	$200.00	$14,000.00	$493.80	$34,566.00
E-9	50	CY	GRAVEL BEDDING (1" - 2" ANGULAR STONE)	$600.00	$30,000.00	$200.00	$10,000.00	$250.00	$12,500.00	$110.00	$5,500.00	$415.08	$20,754.00
E-10	32	LF	RC PIPE (CLIII)(48IN)	$350.00	$11,200.00	$300.00	$9,600.00	$382.00	$12,224.00	$650.00	$20,800.00	$731.06	$23,393.92
E-11	1	EA	RC PIPE (CLIII)(48IN)(15 DEGREE BEND)	$4,000.00	$4,000.00	$3,000.00	$3,000.00	$850.00	$850.00	$4,500.00	$4,500.00	$5,788.50	$5,788.50
E-12	1	EA	HEADWALL (CH-FW-0)(DIA=48IN)	$35,000.00	$35,000.00	$12,000.00	$12,000.00	$6,700.00	$6,700.00	$47,500.00	$47,500.00	$21,904.50	$21,904.50
E-13	1	LS	MOBILIZATION AND BONDS	$33,000.00	$33,000.00	$10,000.00	$10,000.00	$11,000.00	$11,000.00	$7,850.00	$7,850.00	$10,809.54	$10,809.54
E-14	1	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	$500.00	$500.00	$4,000.00	$4,000.00	$2,000.00	$2,000.00	$4,500.00	$4,500.00	$9,904.50	$9,904.50
E-15	20	LF	ROCK FILTER DAMS (INSTALL)(TYPE 2)	$70.00	$1,400.00	$80.00	$1,600.00	$100.00	$2,000.00	$80.00	$1,600.00	$313.99	$6,279.80
E-16	20	LF	ROCK FILTER DAMS (REMOVE)	$10.00	$200.00	$15.00	$300.00	$40.00	$800.00	$80.00	$1,600.00	$150.00	$3,000.00
E-17	50	LF	TEMPORARY SEDIMENT CONTROL FENCE (INSTALL)	$4.00	$200.00	$12.00	$600.00	$8.00	$400.00	$10.00	$500.00	$25.00	$1,250.00
E-18	50	LF	TEMPORARY SEDIMENT CONTROL FENCE (REMOVE)	$1.00	$50.00	$5.00	$250.00	$4.00	$200.00	$8.00	$400.00	$10.00	$500.00
E-19	1	LS	EROSION CONTROL MAINTENANCE	$2,000.00	$2,000.00	$4,000.00	$4,000.00	$3,200.00	$3,200.00	$3,000.00	$3,000.00	$10,000.00	$10,000.00
E-20	1	LS	ALLOWANCE FOR ADDITIONAL WORK	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00
	SUBTOTAL - 1100 EAST LAKE STREET				$198,200.00		$124,300.00		$148,514.00		$164,850.00		$287,628.60
	TOTAL PROJECT COST				$1,181,347.50		$1,164,615.00		$1,081,898.00		$1,165,537.50		$1,780,227.15

Denotes math error

Denotes math error

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-8

Date: May 28, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute a contract with Crown Civil Construction Corp. for the construction of the 2025 Brick Streets Repair Project in the amount of $1,315,800.00.

Item Reference:

There are numerous areas in the brick streets around the City of Tyler that need repairs due to temporary patches from utility cuts and other areas in need of repair. The City of Tyler Engineering Department advertised for bids to have the repairs completed, along with reconstruction of sections of S. Spring Ave. Add Alternate 1 consists of the repair of 838 square yards of E. Line St. Only one bid was received, which was within 2% of the engineering estimate. The Engineering Department recommends acceptance of the Base Bid and Alternate 1 for a total contract amount of $1,315,800.00.

Crown Civil Construction Corp.: $1,315,800.00

FUNDING:
General Fund 103 - $1,315,800.00

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute a contract with Crown Civil Construction Corp. for the construction of the 2025 Brick Streets Repair Project in the amount of $1,315,800.00.

Attachments:
2025 Brick Street Repair List
2025 Brick Street Repair Maps
2025 Brick Streets Bid Tab

Drafted/Recommended By:
Department Leader Darin Jennings, P.E., City Engineer

Edited/Submitted By:
City Manager

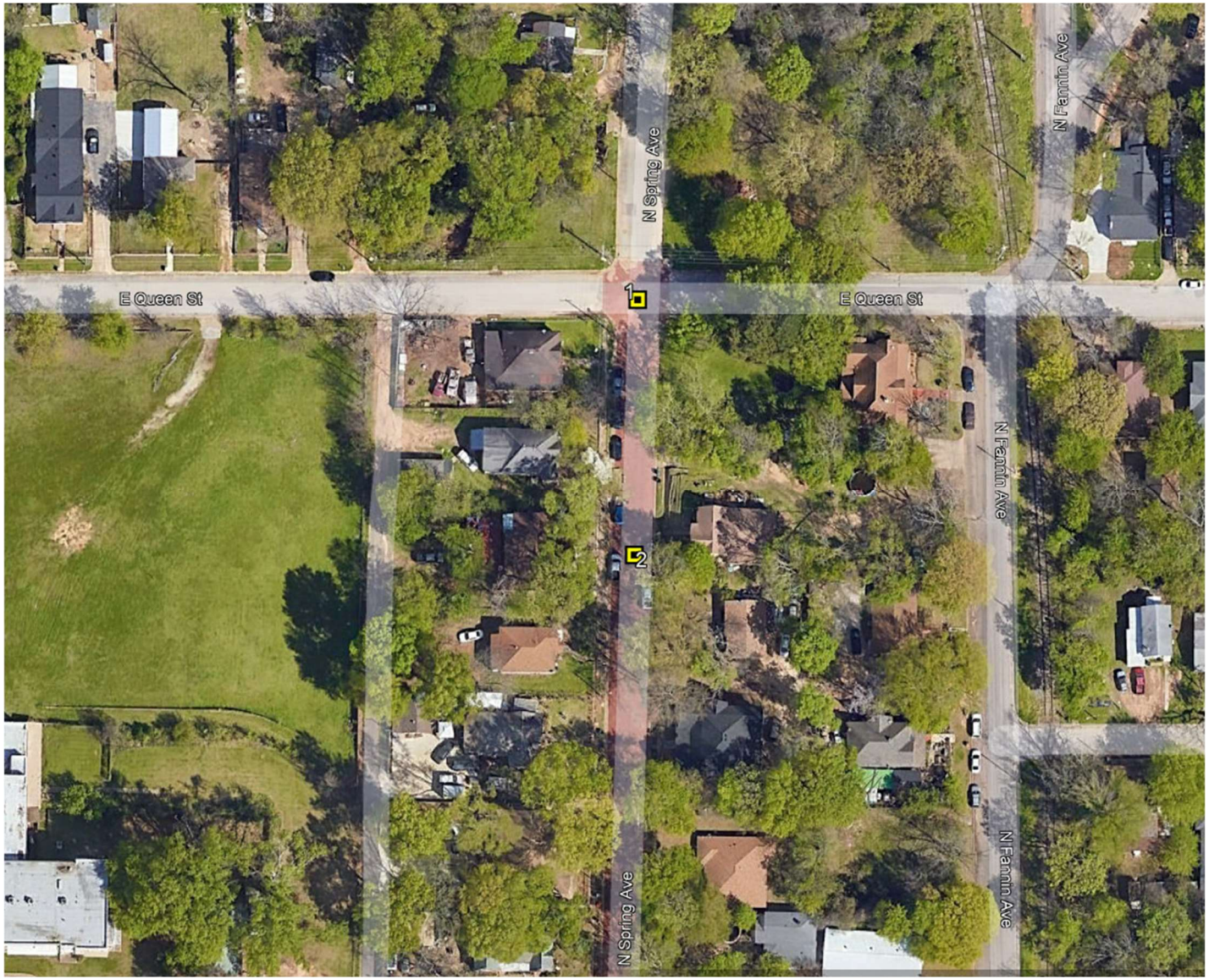
2025 Brick Street List

2025 Brick Streets Repairs

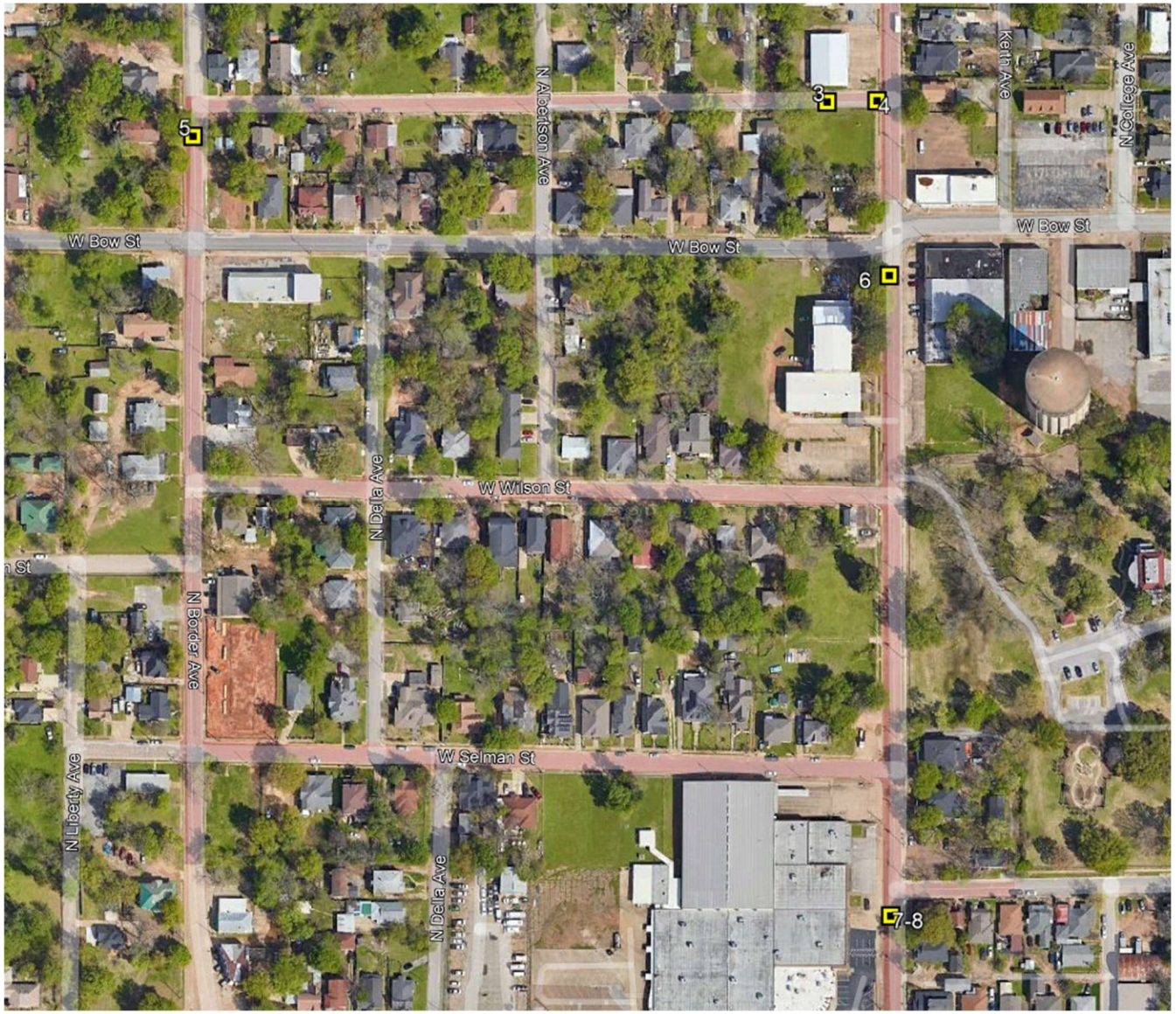
No.	Location		Group	Brick Type (no.)	Notes	Repair Area Dimensions (ft.)	Repair Area (SF)	Repair Area (SY)	Large or Small Area (+/- 25 SY)	Curb & Gutter (L.F.)	Driveway Dimensions (ft.)	Driveway Area (SY)	Valley Gutter Dimensions (ft.)	V.G. Area (SY)	Header (L.F.)	Manholes	Valves
1	200	E. Queen St.	Queen	3	Intersection of E. Queen St & N Spring St	10 X 14	140	15.56	Small		x	0	x	0			
2	1104	N. Spring Ave.	Queen	3		11 X 14	154	17.11	Small		x	0	x	0			
3	317	W. Lorance St.	Lorance	3	Needs a 6' Header	6 X 14	84	9.33	Small		x	0	x	0	6		
4	812	N. Bois D'Arc Ave.	Lorance	3	Needs a Valley Gutter	3 X 40	120	13.33	Small		x	0	12 x 40	53			
5	810	N. Border Ave.	Lorance	3		6 X 16	96	10.67	Small		x	0	x	0			
6	731	N. Bois D'Arc Ave.	Lorance	3	Corner of W. Bow St & N. Bois D' Arc Ave.	12 X 15	180	20.00	Small		x	0	x	0			
7	515	N. Bois D' Arc Ave.	Lorance	3	Close to the int. of W. Goodman & N. Bois D Arc	18 X 75	1350	150.00	Large		x	0	x	0			
8	515	N. Bois D' Arc Ave.	Lorance	3	Close to the int. of W. Goodman & N. Bois D Arc	15 X 60	900	100.00	Large	100	x	0	x	0			
9	318	E. Line St.	Downtown	3	East of RR asphalt transition	22 X 75	1650	183.33	Large		x	0	x	0			
10	227	N. Spring St.	Downtown	3	Intersection of Spring & Locust, plus small rut to south	50 X 50	2500	277.78	Large		x	0	x	0		4	2
11	404	W. Erwin St.	Downtown	2	In front of Vault Arms	4 X 7	28	3.11	Small		x	0	x	0			
12	225	S. Spring Ave.	Downtown	3	Parking Lot adjacent	12 X 17	204	22.67	Small		x	0	x	0			
13	225	S. Spring Ave.	Downtown	3	Parking Lot adjacent	6 X 8	48	5.33	Small		x	0	x	0			
14	229	S. Oakland Ave.	Downtown	2	North of E. Mulberry St.	8 X 14	112	12.44	Small		x	0	x	0			
15	522	W. Woldert St.	Downtown	3		18 X 45	810	90.00	Large		x	0	x	0			
16	200	W. Woldert St.	Downtown	Paver		6 X 6	36	4.00	Small		x	0	x	0			
17	234	S. Fannin Ave.	Downtown	3	Fix curb at WM	8 X 28	224	24.89	Small	4	x	0	x	0			
18	314	S. Spring Ave.	Downtown	3	Parking Lot adjacent, remove concrete behind curb, replace with soil and grass	33 X 112	3696	410.67	Large	120	13 x 25	36	x	0		2	
19	314	S. Spring Ave.	Downtown	3	Parking Lot adjacent	11 X 52	572	63.56	Large	50	x	0	x	0			
20	422	S. Spring Ave.	Houston	2		22 X 28	616	68.44	Large		x	0	x	0			
21	501	S. Spring Ave.	Houston	2		11 X 11	121	13.44	Small		x	0	x	0			
22	504	S. Spring Ave.	Houston	3	Asphalt Patch	7 X 10	70	7.78	Small		x	0	x	0			
23	502	S. Chilton Ave.	Houston	3	Sewer manhole, bricks on site	15 X 60	900	100.00	Large		x	0	x	0		1	
24	502	S. Chilton Ave.	Houston	3	Sewer main and Gas Line Patch	30 X 30	900	100.00	Large	5	x	0	x	0			
25	508	S. Chilton Ave.	Houston	3	Sewer main and Gas Line Patch	9 X 11	99	11.00	Small		x	0	x	0			
26	300	W. Houston St.	Houston	3		8 X 30	240	26.67	Large	8	x	0	x	0			
27	214	W. Houston St.	Houston	3	Near the playground	9 X 17	153	17.00	Small		x	0	x	0			
28	207	E. Charnwood St.	Houston	3	Bricks on site	6 X 10	60	6.67	Small		x	0	x	0			
29	423	E. Charnwood St.	Houston	2?	Bricks on site	9 X 10	90	10.00	Small		x	0	x	0			
30	637	S. Chilton Ave.	Houston	3	Bricks on site	8 X 15	120	13.33	Small		x	0	x	0			
31	601	Lindsey Ln.	Lindsey	2		11 X 17	187	20.78	Small		x	0	x	0			
32	841	S. Chilton St.	Lindsey	2	FH near Intersection of W. Dobbs & S. Chilton	6 X 11	66	7.33	Small		x	0	x	0			
								1820.67		**287**		**36**		**53**	**6**	**7**	**2**
Alt. 1	213	E. Line St.	Downtown	Old	From 100 ft. East of Spring to RR asphalt transition	26 X 190	4940	548.89	Large	40	44 x 7	34					
	201	E. Line St.	Downtown	Old	From Int. of Spring to 100 ft East of Spring	26 X 100	2600	288.89	Large		12 x 7	9				1	1
								837.78		**40**		**44**				**1**	**1**

MAPS AND
LOCATION OF REPAIRS

Queen Group


E Queen St
E Queen St
N Spring Ave
N Spring Ave
N Fannin Ave
N Fannin Ave
N Fannin Ave
1
2

Lorance Group



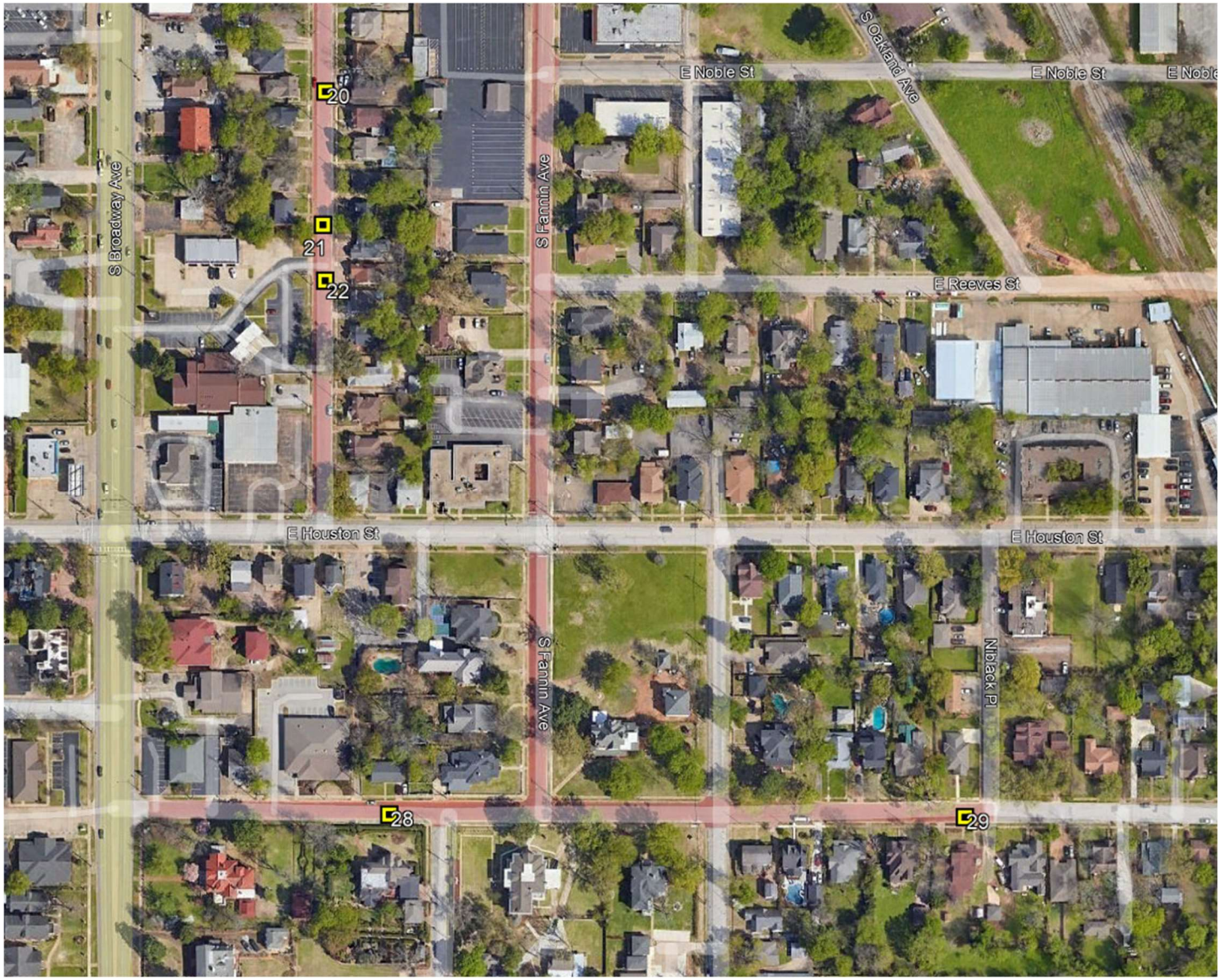
Downtown Group (North)



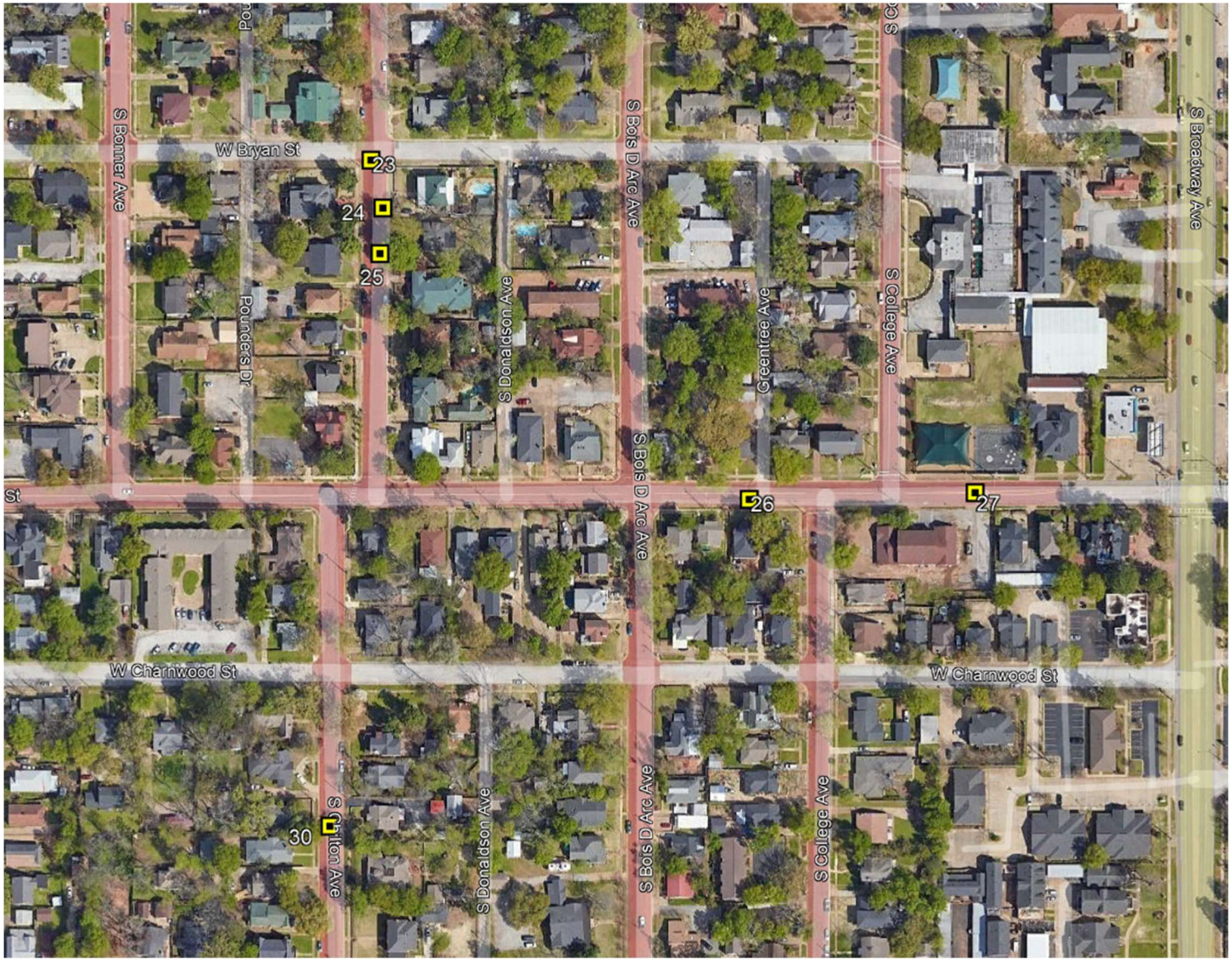
Downtown Group (South)



Houston Group (East)



Houston Group (West)



Lindsey Group



BASE BID

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	CONTRACT QUANTITY	EOPC		1	
				UNIT	TOTAL	UNIT	TOTAL
132	Select Fill for Undercutting and Replacing Unstable Subgrade 8" lifts	CY	200	$ 125.00	$ 25,000.00	$ 40.00	$ 8,000.00
700.1-S	Brick Street Repair, small area (< 25 SY), in place, as per plans and specifications, per square yard	SY	**400**	$ 325.00	$ 130,000.00	$ 350.00	$ 140,000.00
700.1-L	Brick Street Repair, large area (= or > 25 SY), in place, as per plans and specifications, per square yard	SY	**1,600**	$ 300.00	$ 480,000.00	$ 340.00	$ 544,000.00
502	Barricades, signs, and traffic control, in place, as per plans and specifications, per lump sum	LS	**1**	$ 10,000.00	$ 10,000.00	$ 800.00	$ 800.00
529	Remove & Replace Curb & Gutter as per plans and specifications in place, per linear foot, for	LF	**300**	$ 90.00	$ 27,000.00	$ 65.00	$ 19,500.00
530-D	Concrete Driveway 6" Approach remove & Replace (Class A) as per plans & specifications in place per square yard, for	SY	**40**	$ 150.00	$ 6,000.00	$ 80.00	$ 3,200.00
530-C	Concrete Header 6" x 12" as per plans and speciation's in place per square yard, for	LF	**10**	$ 80.00	$ 800.00	$ 200.00	$ 2,000.00
530-V	Concrete Valley gutter, (Class C or P) as per plans and specifications, in place, per square yard, for	SY	**60**	$ 175.00	$ 10,500.00	$ 100.00	$ 6,000.00
104	Remove existing concrete pavement, as per plans and specifications, in place, per square yard, for	SY	**170**	$ 50.00	$ 8,500.00	$ 60.00	$ 10,200.00
50-A	Block Sodding, in place, per square yards, for	SY	**170**	$ 15.00	$ 2,550.00	$ 10.00	$ 1,700.00
50-B	Furnish and Place Topsoil (4"), in place, per square yards, for	CY	**20**	$ 75.00	$ 1,500.00	$ 40.00	$ 800.00
479-A	Install concrete pad around existing sanitary sewer manholes, in place, as per plans and specifications, per each, for	Each	**7**	$ 800.00	$ 5,600.00	$ 200.00	$ 1,400.00
479-B	Install concrete pad around existing water valve boxes, in place, as per plans and specifications, per each, for	Each	**2**	$ 500.00	$ 1,000.00	$ 100.00	$ 200.00
479-C	Install concrete pad around existing sanitary sewer clean-outs, in place, as per plans and specifications, per each, for	Each	**1**	$ 500.00	$ 500.00	$ 100.00	$ 100.00
800	Allowance for construction contingency, as per plans and specification, per lump sum	LS	**1**	$ 310,000.00	$ 310,000.00	$ 310,000.00	$ 310,000.00
TOTAL					**$ 1,018,950.00**		**$ 1,047,900.00**

Add Alternate 1

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	CONTRACT QUANTITY	EOPC		1	
				UNIT	TOTAL	UNIT	TOTAL
132	Select Fill for Undercutting and Replacing Unstable Subgrade 8" lifts	CY	90	$ 125.00	$ 11,250.00	$ 40.00	$ 3,600.00
701.1-L	Brick Street Repair, large area (= or > 25 SY), in place, as per plans and specifications, per square yard	SY	**850**	$ 300.00	$ 255,000.00	$ 302.00	$ 256,700.00
502	Barricades, signs, and traffic control, in place, as per plans and specifications, per lump sum	LS	**1**	$ 5,000.00	$ 5,000.00	$ 900.00	$ 900.00
529	Remove & Replace Curb & Gutter as per plans and specifications in place, per linear foot, for	LF	**40**	$ 90.00	$ 3,600.00	$ 70.00	$ 2,800.00
530-D	Concrete Driveway 6" Approach remove & Replace (Class A) as per plans & specifications in place per square yard, for	SY	**45**	$ 150.00	$ 6,750.00	$ 80.00	$ 3,600.00
479-A	Install concrete pad around existing sanitary sewer manholes, in place, as per plans and specifications, per each, for	Each	**1**	$ 800.00	$ 800.00	$ 200.00	$ 200.00
479-B	Install concrete pad around existing sanitary sewer clean-outs, in place, as per plans and specifications, per each, for	Each	**1**	$ 500.00	$ 500.00	$ 100.00	$ 100.00
TOTAL					**$ 282,900.00**		**$ 267,900.00**

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-9

Date: May 28, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute Amendment #1, an increase to the existing Work Order #3 with HDR Engineering, Inc., for the design of the 2024 Railroad Crossing Improvements for downstream stormwater drainage design totaling $55,174.00.

Item Reference: **City Council Agenda Item # M-2, August 14, 2024**

On August 1, 2022, Toole Design Group's Downtown Square and Broadway Avenue Conceptual Design memo report recommended changing the downtown streets from one-way to two-way. To accomplish this, the railroad crossings on E. Locust St, E. Ferguson St, and E Erwin St must be reconfigured. Ferguson has only signage at the railroad crossing, but Locust and Erwin have a gate and truss with lights, respectively.

The City must work with the Union Pacific Railroad (UPRR) to accomplish this work. It is estimated that it is an 18-24 month process with UPRR to get approved plans. With the desire to have this done before the completion of the Smith County Courthouse, the process started soon after award of the initial design contract.

The Rail Section of HDR Engineering, Inc., has extensive experience with UPRR and also did the Tyler Area MPO's Railroad Crossing Inventory completed last year. The City has received many complaints about the abruptness of the Lake Street railroad crossing frequently used by those entering the Midtown District. Therefore, this project also includes reworking the grades at this crossing to allow for a smoother crossing.

It has been determined that an additional topographic survey and development of additional drainage plans, specifications, and estimates are needed to replace an existing storm drainage system within the UPRR Right of Way. This system is located from Ferguson Street north to Oakwood Street.

Funding Source - Half Cent Sales Tax

Additional Fees
Additional topographic survey: $12,157
Added plans, specifications and estimates: $43,017
Total Costs of Amendment #1: $55,174

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to the City Manager to execute Amendment #1, an increase to the existing Work Order #3 with HDR Engineering, Inc., for the design of the 2024 Railroad Crossing Improvements for downstream stormwater drainage design totaling $55,174.00.

Attachments:
RR Crossing Improvements WO3 Amendment 1 Location Map
RR Crossing Improvements WO3 Amendment 1

Drafted/Recommended By:
Department Leader Darin Jennings

Edited/Submitted By:
City Manager

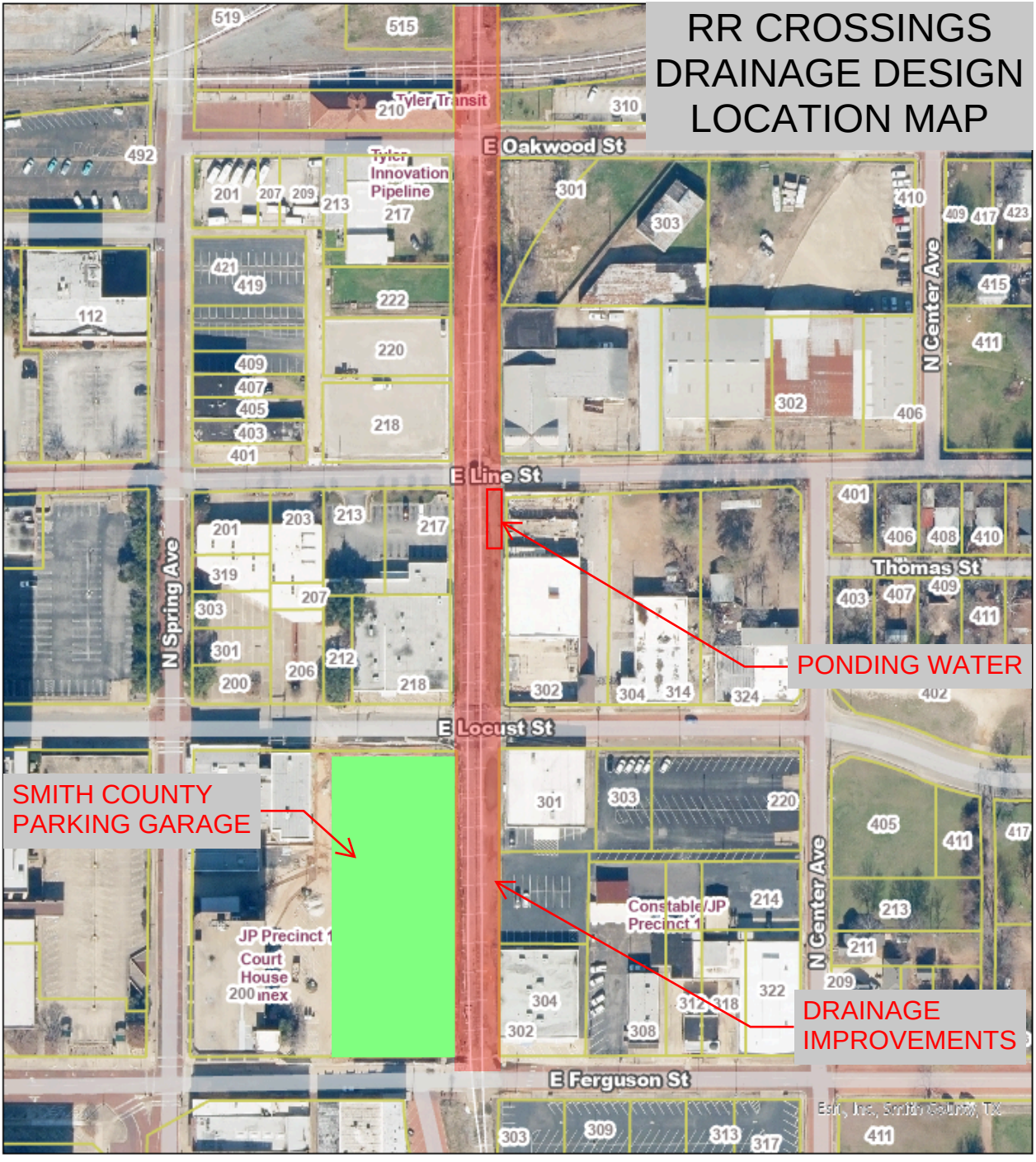

RR CROSSINGS
DRAINAGE DESIGN
LOCATION MAP
E Oakwood St
E Line St
E Locust St
E Ferguson St
N Spring Ave
N Center Ave
Thomas St
Tyler Transit
Tyler Innovation Pipeline
PONDING WATER
SMITH COUNTY PARKING GARAGE
DRAINAGE IMPROVEMENTS
JP Precinct 1
Court House Annex
Constable/JP Precinct 1

Exhibit A – Amendment 001

PROJECT NAME: Crossing Final Design & Construction Services

The following outlines modifications to Work Order 3 executed on January 30, 2025.

The following is added to the below tasks.

2. Topographic Survey

2.1 – Topographic Survey

- Through a sub-consultant:
    - Collect and process full topographic survey the eastern portion of UPRR right-of-way from 100’ north of Locust Street to 60’ north of the UPRR diamond crossing.

6. Railroad Coordination

6.1 – Coordination

- Submit application for storm line replacement through UPRR’s Utilities Online Application system. Excludes application fees.

The following task is added.

9. Storm Line Replacement Design

9.1 – Design

HDR will develop drainage plans, specifications, and estimates for the milestones – 10%, 25%, 30%, 90%, and 100%. These plans will consist of the removal and replacement of the existing storm drain system within UPRR ROW from Ferguson Street north to the outfall of the drainage system north of Oakwood Street on the north side of the Union Pacific Railroad (UPRR) tracks. Plans will also include ditch plan sheets for ditch within the east UPRR right-of-way from Ferguson Street to E. Oakwood Street.

Each milestone will progress in detail from the previous developed design phase. Plans shall consist of the following scope of work:

- Develop plan and profile sheets for proposed storm drain system
- Develop plan view grading sheets for proposed ditches with typical section (Plan View only)

As part of this effort, UPRR will require a Utility Agreement for the new storm line separate from the public projects process for the crossing work.

DRAFT

Assumptions:

- Coordination with the railroad is included in Task 6.
- UPRR requires profiling of utilities, including storm.
- For the UPRR 10% Submittal, callouts will be incorporated to indicate lines intended to be abandoned and replaced and addition of the ditch.
- Sheets will be developed to be independent of the rest of the project.
- No H&H will be performed on the existing storm system. Sizing of the replacement pipe will be based on field survey of the existing pipe.

9.2 – Meetings:

- No site visits are planned.

9.3 - Deliverables:

- All deliverables will be submitted in electronic format (PDF).
- Conceptual Design (25%) – Conceptual Design Plans (Plan View Only)
- Preliminary Design (30%) – Preliminary Design Plans (Plan View Only), EOPCC
- Detailed Design (90%) - Detailed Design Plans, Detailed Design Specifications, EOPCC
- Final Design (100%) - Final Design Plans (Signed and Sealed), Final Design Specifications (Signed and Sealed), EOPCC

Attachment C – Amendment 001

PROJECT NAME: Crossing Final Design & Construction Services

The following outlines modifications to the fee for Work Order 3 executed on January 30, 2025.

PROJECT NAME: Railroad Crossing Final Design & Construction Services

Fee Estimate

Task	Hours	Fee	Hours with Amendment 001	Fee with Amendment 001
1.0 Project Management and Coordination (Lump Sum) – Design/Construction	233	$53,814	233	$53,814
2.0 Topographic Survey (Lump Sum)	4	$820	4	$820
Survey Sub	**-**	**$59,366**	**-**	**$71,523**
3.0 PS&E (Lump Sum)	1153	$199,904	1153	$199,904
4.0 Water & Sanitary Sewer Design (Lump Sum)	82	$14,192	82	$14,192
5.0 Utility Conflict Analysis and Coordination (Lump Sum)	222	$30,159	222	$30,159
6.0 Railroad Coordination (Time and Materials)	112	$25,000	112	$25,000
7.0 Design Support During Bidding and Construction (Lump Sum)	128	$29,632	128	$29,632
8.0 Construction Observation (Time and Materials)	1000	$154,875	1000	$154,875
9.0 Storm Line Replacement (Lump Sum)	-	-	280	$43,017
Expenses – Design (Lump Sum)	-	$1,239	-	$1,239
Expenses – Bid/Construction (Time and Materials)	-	$1,500	-	$1,500
Total		**$570,501**		**$625,675**

DRAFT

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-10

Date: May 28, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute Work Order No. 2 for Engineering Services for the TWU Consent Decree Brick Removal project with Halff Associates, Inc., in the amount of $60,000.00.

Item Reference:

On February 12, 2025, the City Council approved the award of a construction contract for the Tyler Water Utilities (TWU) Consent Decree Group 2 Capacity Improvements to Belt Construction of Texas, LLC. This project consists of approximately 18,140 linear feet of 15"-42" sanitary sewer line. Construction started in May 2025 and is expected to take about 2 years. This sewer line will cross several brick streets in town and under other brick streets such as Elm St, College Ave, and Woldert St.

To help facilitate the sewer line construction and protect the bricks, it was decided that it would be best to hire a separate contractor to remove the bricks within the construction areas and install temporary asphalt pavement. Then the bricks will be cleaned and reinstalled after construction of the sewer line. Elm Street from Fannin Ave to College is a brick street that was overlaid with asphalt. The bricks taken from Elm Street in this area will be stockpiled for the repair of other brick streets around the City of Tyler.

Halff submitted a proposal to provide design engineering, bid phase, and construction phase services. The engineering Department staff will provide inspection for this project. Halff's bid phase and construction phase services will be on an hourly basis to help keep costs down.

The aerials included with the Halff proposal show the areas identified for brick removals in this project.

The 2023-24 Annual Work Plan included $2,000,000 for TWU Consent Decree Street Gap Improvements, which will be used to fund this project that is estimated to cost around $1,200,000.

Funding Source - Half Cent Sales Tax

RECOMMENDATION:

It is recommended that the City Council consider approving funds for Work Order No. 2 for Engineering Services for the TWU Consent Decree Brick Removal project with Halff Associates, Inc., in the amount of $60,000.00.

Attachments:
P52651.007 - TWU Consent Decree Brick Removal- 2025-04-25-Combined

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

Edited/Submitted By:
City Manager

EXHIBIT A
SCOPE OF SERVICES
CITY OF TYLER
TWU CONSENT DECREE BRICK REMOVAL
52651.007
April 25, 2025

Project Introduction and Understanding

During discussions with the City of Tyler on **January 24, 2025 (and many subsequent dates)**, the City requested that Halff provide a scope of work and fee for design work related to the removal of the brick pavement for about two thousand two hundred and eighty-five linear feet (2,285 feet) shown in **Exhibit A.2**. A large-diameter sanitary sewer main is being replaced beneath this street by others and the City of Tyler has engaged Halff to prepare plans and specifications for the removal of the brick street to be replaced with temporary asphalt along the affected streets. This contract does not include the plans and specifications required to replace the bricks. That will be addressed under a future amendment.

Project Scope Outline & Contents

The following is a list of tasks that will be included in this project's scope of work. Each task listed below is described in detail in the scope narratives.

Exhibit A Scope of Work Tasks

Task 1: TWU Consent Decree Brick Project Manual
Task 2: TWU Consent Decree Brick Bid and Construction Services

halff

SCOPE OF WORK

TASK 1: TWU CONSENT DECREE BRICK PROJECT MANUAL

PROJECT MANAGEMENT

1. Field Visit – Verifying field conditions will be a crucial element to this project. This item includes visits to Downtown Tyler to photograph and measure existing elements.
2. Progress Reports and Invoicing – This task includes additional effort to review and prepare monthly progress reports and invoices.
3. Miscellaneous Project Management/Coordination – This item includes all phone calls, conference calls, email correspondence, internal team coordination, project scheduling and updates, and online meetings necessary for the completion of the project with the City of Tyler and/or other stakeholders or authorities having jurisdiction.

PROJECT MANUAL SUBMITTAL

The project will include a project manual with plans inserted into Section 18 of the City of Tyler bid documents. The submittals will include 95% and Final phase. Once we receive the City's 95% comments, we will proceed to Final submittal. The following summary outlines the tasks included in this phase:

1. Bid Documents and Project Manual – Halff will prepare all bid documents using City of Tyler standard documents as well as the project manual, which will contain standard specifications for the project.
    a. General Notes - prepare project general note sheet.
    b. Paving Plan- The paving plan will include:
        i. Two plan sheets (see **Exhibit A.2)**
        ii. Shading of the placement of temporary pavement location(s) with legend and notes
        iii. Construction Narrative
    c. Project Details- This includes but is not limited to:
        i. TxDOT Standard Details for traffic control and erosion control
        ii. City of Tyler Standard Details
2. 95% Comments – Halff will submit 95% deliverable package to the City of Tyler for review and comment.
3. 100% Deliverable- 100% design documents will be submitted following Halff's incorporation of any City comments into the final deliverables.

Deliverables

- One (1) .pdf copy of the Draft (95%) and Final (100%) design documents package.
- Paper copies of these documents will be provided upon request
- Draft (95%) and Final (100%) design document quantities takeoff and OPCC

Assumptions

- Halff will use City of Tyler and/or TxDOT standard details unless noted otherwise.

- Traffic control plans will be completed by the Contractor and must be signed and sealed. Any traffic control plans must be approved by the City. Halff will provide necessary TxDOT details to complete the project.
- Alignments/ Controls are not required for this project.
- Halff will not proceed with **Final Submittal** without express approval by the City of Tyler following 95% Design Document review and comment.
- Halff will not provide any design services beyond the existing gutter pans.
- Additional survey will not be acquired. The design survey file from the TWU sewer line project will be provided to Halff by the City of Tyler for reference and use. In areas which Halff does not have survey, Halff will gather field data for plan production.
- Halff will include TxDOT details for pavement marking design for general guidance. Plans and layout specific to this project will not be provided.
- The following will be used from the Downtown Infrastructure Improvements Plans:
    - General notes
    - Survey
    - SUE
    - Details already created
    - Division 01 Specifications

TASK 2: TWU CONSENT DEGREE BRICK BID AND CONSTRUCTION SERVICES
Halff will assist the City where needed on the following items for Bid and Construction services:

BID SERVICES

1. Halff will assist the City in advertising for bids as required by law. The City of Tyler will place bid advertisements. Halff will distribute the contract/bid documents and construction plans to bidders.
2. Halff will respond to bidders' questions during the bidding process and keep a log of all inquiries.
3. Halff will issue addenda as needed during the bidding process and maintain a log of all addenda. These addenda will be incorporated into all affected project documents and released to bidders. Assumed one (1) addendum.
4. Halff will attend (1) pre-bid meeting, which will be arranged and conducted by the City of Tyler.
5. Halff will attend the bid opening for this project and tabulate bids. The bid tabulation will be submitted to the City of Tyler for review and approval.
6. This scope of work accounts for one (1) bid package. **The preparation of more than one (1) bid package will be considered an additional service and is not included in this scope of work.** An additional services agreement for this work would be required to prepare additional bid packages and would be issued to the City of Tyler for execution at the time of the additional services request.

CONSTRUCTION SERVICES

1. During construction, Halff will perform the following tasks:
    - Coordination with City Inspector.
    - Respond to requests for information (RFIs). Assumed four (4) RFIs.

- Attend two (2) meetings.
- Process field orders and change orders as required. Assumed one (1) field/change order.
- Review contractors pay requests. Assumed three (3) pay requests.

Assumptions

- Record Drawings and CAD files will not be required.
- City of Tyler will oversee and lead construction services including reviewing shop drawings.

EXHIBIT A.1
EXCLUSIONS

CITY OF TYLER
TWU CONSENT DECREE BRICK REMOVAL
52651.007

Project exclusions are as follows:

- Boundary survey
- Survey for design
- Obtain rights of entry
- Geotechnical engineering
- Preparation of easement documents
- Street/roadway geometric design
- Erosion control/ BMP design and plans
- Traffic engineering studies and reports
- Subsurface utility exploration
- Drainage design and plans
- Technical reports for the following: noise, indirect impacts, cumulative impacts, and public involvement
- Special investigations involving detailed consideration of operations, maintenance, and overhead expenses; preparation of rate schedule, earning, and expense statements; special feasibility studies; appraisals, valuations; and material audits or inventories required for certification of force account construction performed by the Owner
- Permit fees, filing fees, pro-rated fees, impact fees, taxes, federal and/or state regulatory agency review fees, TDLR fees, and sales tax on surveys
- Work associated with TPDES permit requirements (Storm Water Pollution Prevention Plan)
- Design of retaining walls
- Pavement section design
- Construction sequencing plans
- Traffic control plans
- Printing of Drawings and Specifications for Bidding
- Construction staking
- Inspection services
- Quality control and material testing services during construction
- Shop drawing preparation
- Shop drawing review
- Review submittals not required by the construction documents
- Materials testing submittal reviews
- Construction Site visits
- Construction meetings
- Modifications to documents after documents are issued for construction
- Preparation of Record drawings
- Utility Design
- Pavement Marking and Signage Design

EXHIBIT A.2
PROJECT LIMITS
CITY OF TYLER
TWU CONSENT DECREE BRICK REMOVAL
52651.007

The following exhibits delineate the limits of this scope of work as described in the summaries above.


100' 0 100' 200'
GRAPHIC SCALE IN FEET
FERGUSON ST
FERG
346 SY OF BRICK PAVEMENT
199 SY OF BRICK PAVEMENT
S CENTER AVE
S ADAMS AVE
155 SY OF BRICK PAVEMENT
2,179 SY OF BRICK PAVEMENT OVERLAYED WITH ASPHALT
S SPRING AVE
1,462 SY OF BRICK PAVEMENT OVERLAYED WITH ASPHALT
W ELM ST
W ELM ST
24 SY OF BRICK PAVEMENT OVERLAYED WITH ASPHALT
25 SY OF BRICK PAVEMENT
S BROADWAY AVE
FANNIN AVE
587 SY OF BRICK PAVEMENT
1,429 SY OF BRICK PAVEMENT
COLLEGE AVE
W WOLDERT ST
BOIS D ARC AVE
N BONNER AVE
179 SY OF BRICK PAVEMENT
W FRONT ST


50' 0 50' 100'
GRAPHIC SCALE IN FEET
CHILDREN'S PARK OF TYLER
DOBBS ST
E DOBBS ST
395 SY OF BRICK PAVEMENT
UNITED WAY OF SMITH COUNTY
S COLLEGE AVE
S BROADWAY AVE
W LINDSEY LN
70 SY OF BRICK PAVEMENT
87 SY OF BRICK PAVEMENT
SHAW ST

EXHIBIT A.3
PRELIMINARY PROJECT COST ESTIMATE

CITY OF TYLER
TWU CONSENT DECREE BRICK REMOVAL
52651.007

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST

halff

We improve lives and communities by turning ideas into reality

TWU CONSENT DECREE BRICK REMOVAL

April 1, 2025

ESTIMATOR	CHECKED BY	ACCOUNT NO
SC	MM	52651.007

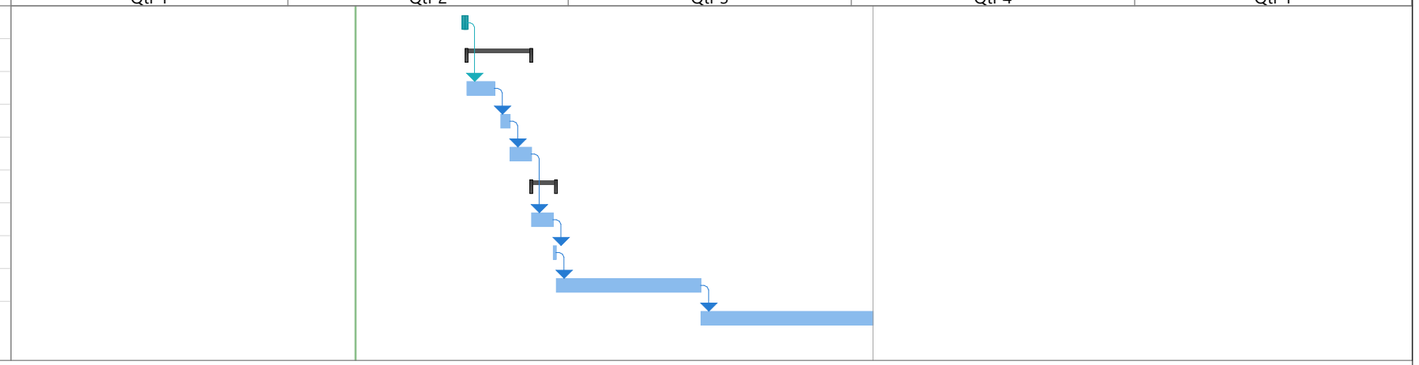
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	SCHEDULE A				
	GENERAL IMPROVEMENTS				
100	SITE PREPARATION	1	LS	$50,000.00	$50,000.00
101	MOBILIZATION (MAX 12%)	1	LS	$97,200.00	$97,200.00
102	PREPARE AND IMPLEMENT SWPPP/EROSION CONTROL	1	LS	$30,000.00	$30,000.00
103	PROJECT SIGN	-	EA	$1,000.00	$0.00
104	UNCLASSIFIED EXCAVATION	-	CY	$50.00	$0.00
105	EMBANKMENT	-	CY	$50.00	$0.00
106	REMOVAL EXISTING ASPHALT OVERLAY OVER BRICK	3,665	SY	$76.00	$278,540.00
107	BRICK REMOVAL AND PALLETIZING (STORAGE)	794	SY	$ 300.00	$238,100.00
108	ADJUST EX UTILITIES TO GRADE	1	LS	$30,000.00	$30,000.00
109	TRAFFIC CONTROL	1	LS	$30,000.00	$30,000.00
	GENERAL ITEMS SUBTOTAL				**$753,840.00**
	PAVING IMPROVEMENTS				
200	8" FLEXBASE (GRADE 1-2, TYPE A) (NO CRUSHED CONCRETE)	-	SY	$30.00	$0.00
201	TEMPORARY PAVEMENT	794	SY	$ 180.00	$142,860.00
203	PAVEMENT MARKING AND SIGNAGE	1	LS	$10,000.00	$10,000.00
	PAVING ITEMS SUBTOTAL				**$152,860.00**
	SCHEDULE B				
	CONSTRUCTION CONTINGENCY				
1000	OWNER'S CONSTRUCTION CONTINGENCY	1	LS	$0.00	$0.00
	CONSTRUCTION CONTINGENCY ITEM SUBTOTAL				**$0.00**

SCHEDULE A SUBTOTAL:		$906,700
SCHEDULE B SUBTOTAL:		$0
CONTINGENCY	**25%**	**$226,680.00**
CONSTRUCTION COST TOTAL (SCHEDULE A W/ CONTINGENCY)		**$1,133,380**
CONSTRUCTION COST TOTAL (SCHEDULE A & B W/ CONTINGENCY)		**$1,133,380**

Client acknowledges and agrees that Halff's preparation of any estimate of probable design and/or construction costs, preliminary or otherwise, and any updated estimates of probable costs prepared by Halff, represent Halff's judgment as a design professional. Client further acknowledges and agrees that Halff has no control over the cost of labor, materials, or equipment; the Contractor's methods of calculating and estimating bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, Halff cannot and does not warrant or represent that bids or negotiated prices will not vary from Halff's estimate of probable costs (including any updates thereto) or from Client's budget or from any other estimate or evaluation, prepared or agreed to by Halff.

Exhibit B - E/A's Project Schedule

ID		Task Mode	Task Name	Duration	Start	Finish
1			**Receive Notice to Proceed**	1 day	Wed 5/28/25	Wed 5/28/25
2			**95% Submittal**	**15 days**	**Thu 5/29/25**	**Wed 6/18/25**
3			95% Design	7 days	Thu 5/29/25	Fri 6/6/25
4			Internal/Address Comments	3 days	Mon 6/9/25	Wed 6/11/25
5			City Review	5 days	Thu 6/12/25	Wed 6/18/25
6			**Final Submittal**	**6 days**	**Thu 6/19/25**	**Thu 6/26/25**
7			Final Design	5 days	Thu 6/19/25	Wed 6/25/25
8			City Final Submittal	1 day	Thu 6/26/25	Thu 6/26/25
9			**Bid & CC Approval**	33 days	Fri 6/27/25	Tue 8/12/25
10			**Construction (in the field-cleaning bricks will be longer)**	40 days	Wed 8/13/25	Tue 10/7/25



Project: Consent Decree Brick R
Date: Wed 4/23/25

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

Exhibit C - E/A's Rate Schedule and Hourly Fees

EXHIBIT C
PROJECT FEE SUMMARY
CITY OF TYLER
TWU CONSENT DECREE BRICK REMOVAL
52651.007

Fee Breakdown by Task

TASK 1: TWU CONSENT DECREE BRICK PROJECT MANUAL (LS)	$30,000.00
TASK 2: TWU CONSENT DECREE BRICK BID AND CONSTRUCTION SERVICES (CPM)	$30,000.00
PROJECT TOTAL	**$60,000.00**

LS=Lump sum CPM=Cost Plus Max (City billed for actual cost)

Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1 ½ percent per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date the Engineer receives payment. Such interest is due and payable when the overdue payment is made. Tasks are lump sum unless otherwise noted.

Direct expenses, subcontracted services, and direct costs will be billed at actual cost plus a service charge of 10 percent.

Mileage for team members traveling from outside of Tyler will be charged at the current IRS mileage rate.

CONSULTANT RATES

Position	Hourly Rate	
	Min	Max
Architect I	$ 106.00	$ 149.00
Architect II	$ 111.00	$ 156.00
Architect III	$ 150.00	$ 210.00
Architect IV	$ 196.00	$ 275.00
Architect V	$ 295.00	$ 415.00
Engineer I	$ 119.00	$ 138.00
Engineer II	$ 135.00	$ 166.00
Engineer III	$ 179.00	$ 224.00
Engineer IV	$ 232.00	$ 267.00
Engineer V	$ 299.00	$ 552.00
Scientist I	$ 96.00	$ 108.00
Scientist II	$ 114.00	$ 145.00
Scientist III	$ 163.00	$ 199.00
Scientist IV	$ 216.00	$ 245.00
Scientist V	$ 275.00	$ 395.00
LA/Planner I	$ 91.00	$ 100.00
LA/Planner II	$ 111.00	$ 136.00
LA/Planner III	$ 153.00	$ 191.00
LA/Planner IV	$ 194.00	$ 241.00
LA/Planner V	$ 245.00	$ 367.00
Surveyor I	$ 100.00	$ 120.00
Surveyor II	$ 126.00	$ 126.00
Surveyor III	$ 149.00	$ 166.00
Surveyor IV	$ 177.00	$ 216.00
Surveyor V	$ 224.00	$ 360.00
Field Tech I	$ 67.00	$ 78.00
Field Tech II	$ 84.00	$ 101.00
Field Tech III	$ 105.00	$ 129.00
Field Tech IV	$ 135.00	$ 158.00
Field Tech V	$ 174.00	$ 241.00

OTHER DIRECT EXPENSES:
Other direct expenses are reimbursed at actual cost times a multipler of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the office. For other expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multipler of 1.10.

Position	Hourly Rate	
	Min	Max
Office Tech I	$ 64.00	$ 83.00
Office Tech II	$ 86.00	$ 109.00
Office Tech III	$ 109.00	$ 131.00
Office Tech IV	$ 135.00	$ 166.00
Office Tech V	$ 185.00	$ 284.00
Administrative I	$ 72.00	$ 79.00
Administrative II	$ 86.00	$ 101.00
Administrative III	$ 108.00	$ 141.00
Administrative IV	$ 139.00	$ 158.00
Administrative V	$ 216.00	$ 440.00
Specialist I	$ 95.00	$ 109.00
Specialist II	$ 121.00	$ 146.00
Specialist III	$ 159.00	$ 199.00
Specialist IV	$ 207.00	$ 232.00
Specialist V	$ 287.00	$ 386.00
CEI Srv I	$ 86.00	$ 108.00
CEI Srv II	$ 95.00	$ 120.00
CEI Srv III	$ 108.00	$ 126.00
CEI Srv IV	$ 138.00	$ 204.00
CEI Srv V	$ 173.00	$ 259.00
Intern	$ 79.00	$ 93.00

Crew Rates	UM	Bill Rate
1-Man Survey Crew	hour	$ 130.00
1-Man Terrestrial HDS Crew	hour	$ 255.00
2-Man Survey Crew	hour	$ 200.00
2-Man Terrestrial HDS Crew	hour	$ 350.00
3-Man Survey Crew	hour	$ 270.00
Designating (QL-B) (1-Man)	hour	$ 125.00
Designating (QL-B) (2-Man)	hour	$ 250.00
FAA 107 UAS Pilot	hour	$ 260.00
Potholing (QL-A) (1-Man)	hour	$ 175.00

Equipment Rates	UM	Bill Rate
MX9 Mobile LIDAR (ES20-I)	hour	$ 295.00
Office Vehicle Mileage (VA01-M)	mile	IRS Rate
UAS LIDAR (ES11-I)	hour	$ 145.00

These ranges and/or rates will be adjusted annually in July. Last updated 2024.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-11

Date: May 28, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute an Agreement for Access across City-owned property at Lake Tyler to Ricky Fulps.

Item Reference: **Tyler City Code Chapter 19**

Ricky Fulps owns a property located near County Road 2332, close to Lake Tyler. Currently, access to his property is provided by a single driveway that crosses City-owned land to reach 18030 County Road 2332. To facilitate access to his property at 18094 County Road 2332, Mr. Fulps has requested an Access Agreement for the use of the City-owned property.

Tyler Water Utilities staff has reviewed the request for an access agreement and recommends approval. The fee of $450.00 has been paid in accordance with City of Tyler Code of Ordinances and a location map with field notes and copy of the Agreement for Access are attached for review.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute an Agreement for Access across City-owned property at Lake Tyler to Ricky Fulps.

Attachments:
Access Agreement BLANK
J4892-0.136 AC (30' EASEMENT)
SAL Estates Plat

Drafted/Recommended By:
Department Leader Kate Dietz

Edited/Submitted By:
City Manager

NON-TRANSFERABLE
AGREEMENT FOR ACCESS

THIS CONTRACT AND AGREEMENT entered into the date last herein written by and between the City of Tyler, Texas, hereinafter called CITY, and RICKY FULPS, hereinafter called PERMITTEE:

WITNESSETH

PERMITTEE is hereby granted, subject to the conditions hereinafter set out and agreed upon by PERMITTEE, a right in ingress and egress over and across a parts of the following described land owned by CITY for access to property owned by PERMITTEE from the public road or Lake Tyler Road hereinafter named or described:

See Attached Field Notes.

1. The rights may not be transferred or assigned, in whole or in part, without the CITY'S prior written consent. Any exercise of such right by any person, firm or corporation other than PERMITTEE without the written consent of CITY shall be grounds for the termination of all rights hereunder. It is expressly provided, however, that CITY'S failure to terminate this agreement is not and shall not be construed as a waiver of its right to do so, nor as CITY'S acquiescence in such additional or extended use.

2. The rights granted hereunder may be terminated by CITY upon thirty (30) days written notice to PERMITTEE when, in the sole and exclusive judgment of the Governing Body of CITY, such termination would be in the best interest of CITY. PERMITTEE expressly agrees that CITY shall not be liable for any damage or injury resulting from any termination limitation of this instrument or the rights hereunder. The notice required hereunder shall be conclusively deemed given to PERMITTEE when mailed to the address of PERMITTEE as shown in this instrument.

3. The location of all roads and means of access constructed hereunder shall be constructed, maintained and repaired in accordance with the above legal description and as shown on the attached plat by PERMITTEE and at PERMITTEE'S sole expense. CITY shall not be liable or responsible for any such cost.

4. CITY shall never be liable for any damage or injury resulting or allegedly resulting from the construction, operation, maintenance, repair or use of any road or accessway hereunder. PERMITTEE agrees to indemnify and hold harmless CITY from any and all claims for injury and/or damage resulting, directly or indirectly, from CITY'S execution of this instrument or the rights and privileges granted hereby.

5. PERMITTEE shall not, without prior written consent of CITY, remove or alter any improvements placed upon property owned by CITY.

6. By execution of this instrument, PERMITTEE expressly accepts and agrees to all its terms and agrees to be bound thereby.

EXECUTED this _____ day of _____, A. D., 20_____.

PERMITTEE:

_____
RICKY FULPS

CITY OF TYLER, TEXAS:

_____
EDWARD BROUSSARD,
CITY MANAGER

ATTEST:

_____
CASSANDRA BRAGER
CITY CLERK

STATE OF TEXAS §
§
COUNTY OF SMITH §

This instrument was acknowledged before me on the _____ day of _____, 20_____, by **RICKY FULPS**.

_____
Notary Public, in and for the State of Texas

CAIN
SURVEYING COMPANY
315 HWY 110 SOUTH WHITEHOUSE TEXAS 75791 LICENSE NO: 10129100 PHONE 903-839-1104 FAX 903-839-1184

0.136 OF AN ACRE BEING A (30' WIDE ACCESS EASEMENT)
JACOB HERRIN SURVEY, ABSTRACT 423
SMITH COUNTY, TEXAS
RICKY FULPS
J4892-30' EASEMENT

MAY 8, 2025

BEING 0.136 of an acre and being a thirty (30) foot wide access easement situated in the Jacob Herrin Survey, Abstract 423, Smith County, Texas, said access easement being over and across the remainder of a called 43.378 acres owned by the City of Tyler as recorded in Volume 598 Page 271 of the Deed Records of Smith County Texas (DRSCT). Said 0.136 of an acre being more particularly described by Metes and Bounds as follows:

COMMENCING at an existing 5/8" iron rod found marking the Southeast corner of Lot 2 of SAL ESTATES as recorded in Cabinet G Slide 100-A of the Plat records of Smith County Texas, marking the Northeast corner of a called Tract Two 8.11 acres as recorded in Instrument #20050100019906 of the Official Public Records of Smith County, Texas (OPRSCT) and being the Northwest corner of the remainder of a called 80.394 acres as recorded in Volume 592 Page 48 of the (DRSCT) and the Southwest corner of said remainder of a called 43.378;

THENCE with the East line of Lot 1 and the West line of said remainder of a called 43.378 acres North 01°58'24" East a distance of 235.04 feet to an existing ½" iron rod (w/cap RPLS #5980) found marking the Southwest corner of this 30 feet wide access easement and being the POINT OF BEGINNING of this easement;

THENCE continuing with the East line of Lot 1 and the West line of said called 43.378 acres North 01°58'24" East a distance of 30.17 feet to an existing ½" iron rod (w/cap RPLS #5980) found marking the Northeast corner of Lot 2 and the Southeast corner of Lot 1;

THENCE across said called 43.378 acres as follows:

North 81°57'32" East a distance of 195.71 feet to a point in County Road 2332 (CR 2332), and

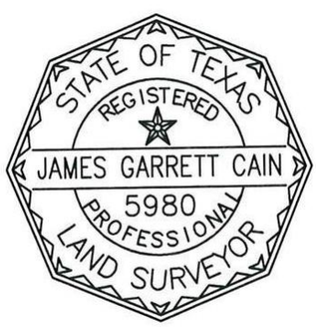
South 10°08'22" East a distance of 30.02 feet to a point in County Road 2332 (CR 2332), and

South 81°57'32" West a distance of 200.00 feet to the Place of Beginning and containing 0.136 of an acre of land.

NOTE: Bearings are based on the Texas State Plane Coordinate System, Texas North Central, Zone 4202, NAD 83.

I, James Garrett Cain, do hereby state that this Legal Description represents an on the ground survey made under my supervision on March 6, 2023 and is being submitted along with a Plat of said tract herein described.

James Garrett Cain
Registered Professional Land Surveyor
State of Texas No. 5980



NOTE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCES AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

LINE	BEARING	DISTANCE
L1	S 80°53'56" E	65.11'
L2	S 82°09'20" E	100.19'
L3	S 81°32'55" E	73.86'
L4	N 01°58'24" W	235.04'
L5	N 01°58'24" W	30.17'
L6	N 81°57'32" E	195.71'
L7	S 10°08'22" E	30.02'
L8	S 81°57'32" W	200.00'

NOW THEREFORE KNOW ALL MEN BY THESE PRESENT:
That I, Sal Enterprises, do hereby adopt this plat designating the herein property as "Lots 1 and 2 of the SAL ESTATES". Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance of efficiency of its respective systems on any of these easement strips and any public utility shall, at all times have the right of ingress and egress to and from and upon the said strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at anytime of procuring the permission of anyone.

THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES REGULATIONS AND RESOLUTIONS OF CITY OF WHITEHOUSE, TEXAS.

WITNESS MY HAND, THIS THE _____ DAY OF _____, 2025.

_____
BY: Sal Enterprises LLC

SUBSCIBED AND SWORN BEFORE ME, a Norary public in and for the State of Texas, this _____

day of _____, 2025.

_____
Signature

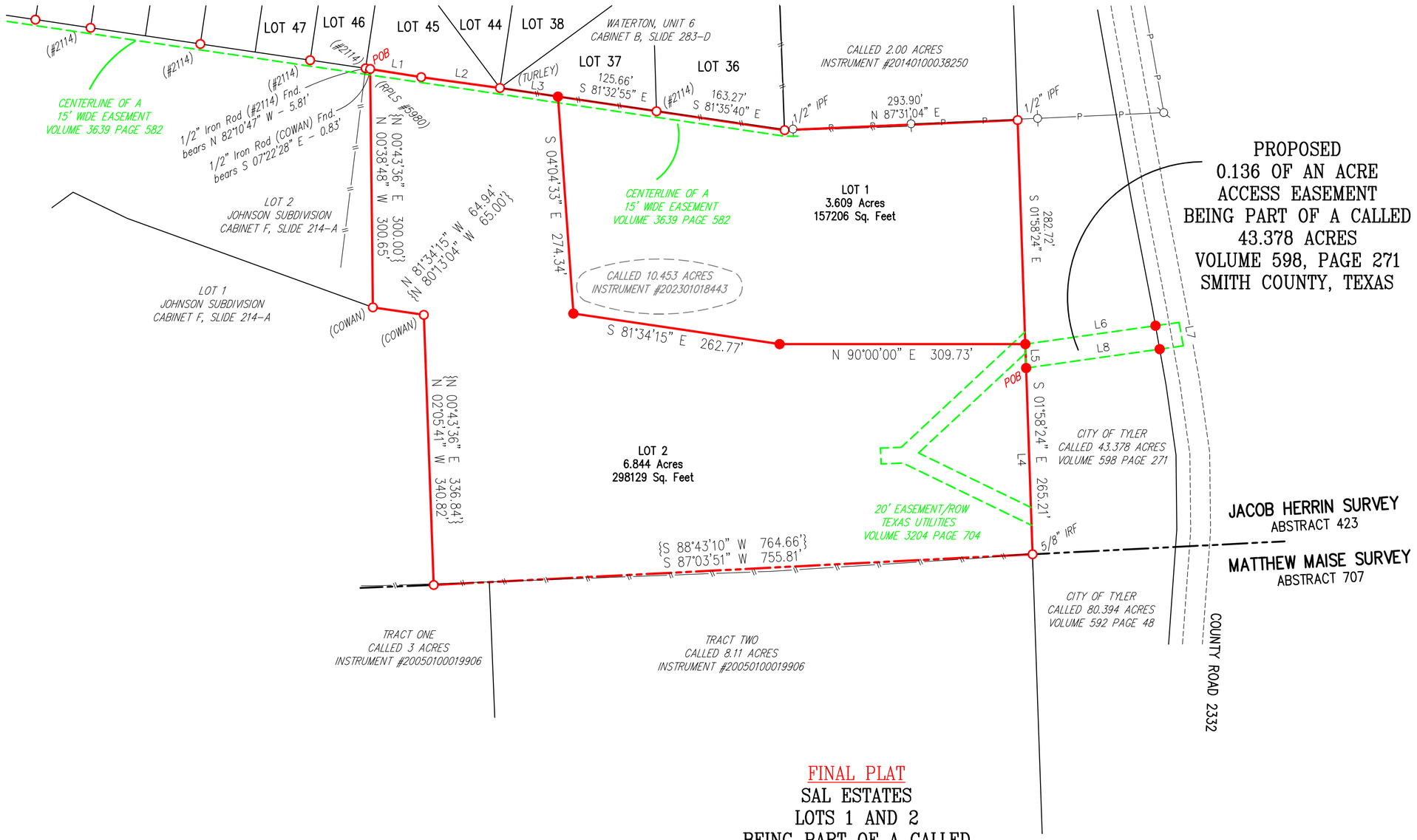
Approved by the Planning and Zoning Commission, City of Whitehouse, Texas, ON THIS, the _____ day of _____, 2025

_____
Susan Hargis, Planning and Zoning Director

ATTEST:

_____
Jennifer Lusk, Finance Director *DATE:*

RECORDED IN CABINET _____, SLIDE _____ OF THIS PLAT RECORDS OF SMITH COUNTY, TEXAS. *DATE:_____*



PROPOSED
0.136 OF AN ACRE
ACCESS EASEMENT
BEING PART OF A CALLED
43.378 ACRES
VOLUME 598, PAGE 271
SMITH COUNTY, TEXAS

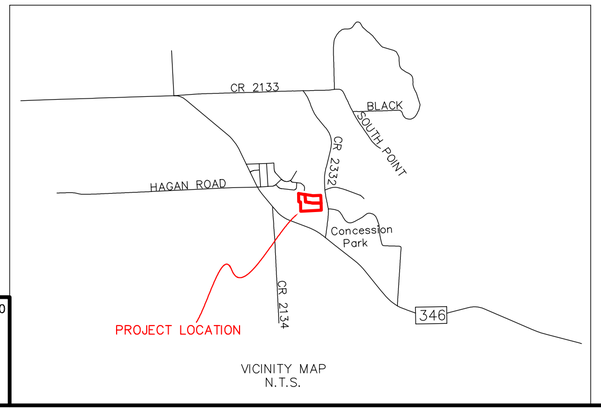
FINAL PLAT
SAL ESTATES
LOTS 1 AND 2
BEING PART OF A CALLED
10.453 ACRES INST #202301018443
SMITH COUNTY, TEXAS

GENERAL NOTES:

There are no visible easements on or crossing said tract other than those shown and those for utilities serving the same. There are no visible encroachments onto said Lot by buildings or structures from adjacent tracts.

Note: Bearings are based on the Texas State Plane Coordinate System, Texas North Central, Zone 4202, NAD 83.

I, James Garrett Cain, do hereby certify that this Plat accurately represents an on the ground survey made under my direct supervision on January 21, 2025. **PRELIMINARY, This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.**
James Garrett Cain
Registered Professional Land Surveyor
State of Texas No. 5980



VICINITY MAP
N.T.S.

0 100 200

LEGEND:
- *DEED CALL*
- *1/2" IRS W/CAP (CSC RPLS#5980)*
- *1/2" IRF*
- *FENCE*
- *A/C*
- *POWER POLE*
- *POWER LINE*
- *WATER METER*
- *TELEPHONE PEDESTAL*
- *CABLE BOX*
- *ELECTRIC BOX*
- *ELECTRIC METER*
- *GAS METER*
- *SEPTIC TANK*

UNLESS OTHERWISE NOTED.

DRAWN BY:	FCS
DATE:	01/21/2025
DWG. NO.:	J4892 PLAT
FB/PG:	COLLECTOR

REVISIONS:

A SURVEY FOR
SAL ENTERPRISES LLC

18030 CR 2332
WHITEHOUSE, TEXAS

TBPELS NO. 10129100
CAIN
SURVEYING COMPANY
14350 CR 2140-TROUP, TEXAS 75789
PHONE: 903-839-1104

DocuSign Envelope ID: 714A7F93-94B3-47DF-9E51-3FF9A250D97F

Texas Department of Transportation

125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

August 16, 2022

Russ Jackson
Transit Manager
City of Tyler
210 E. Oakwood Street
Tyler, TX 75702

Dear Mr. Jackson:

The Public Transportation Program managed by the Public Transportation Division (PTN) of Texas Department of Transportation (TxDOT) was allocated 15,000,000 Transportation Development Credits (TDC) for distribution to eligible projects by the Texas Transportation Commission in Minute Order 116292 for state fiscal year 2023.

This letter awards 32,740 TDC to the City of Tyler for the Tyler urbanized area as match for fleet vehicles. The project will be funded with FY20 federal Section 5339 Bus and Bus Facilities Grant Program funds as identified in TDC application TDC-2023-TYLER-00016.

In making this award the PTN Division has considered the potential of the projects to expand the availability of funding for public transportation projects and finds that the project meets the established goals set forth in Title 43, Texas Administrative Code, §5.102 to support public transit and maximize the use of available federal funds, particularly in situations in which federal funds otherwise would be unused because of the inability to provide the non-federal share.

Upon execution of the Federal Transit Administration grant agreement, the agency must inform TxDOT – PTN of the Federal Award Identification Number (FAIN). This number will be entered as part of the TDC agreement. A TDC agreement must be in place for the TDC to be applied to an FTA grant.

If you have questions or require additional information, please call Justin Lawson at 512-884-8051.

Sincerely,

DocuSigned by:
Eric Gleason
C570CB3DE9C24B0...

Eric L. Gleason
Director, Public Transportation Division

CC: Donna Roberts, Program Services Section Director, TxDOT
Linda Hernandez, Program Manager Lead, TxDOT
Justin Lawson, Program Manager, TxDOT
Nancy Hoehn, Public Transportation Coordinator, TxDOT

5339-2023-11