

# CITY COUNCIL AGENDA

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



## CITY COUNCIL

**Martin Heines, Mayor**

**Linda Sellers, District 1**

**Broderick McGee, District 2**

**Shirley McKellar, District 3**

**Don Warren, District 4**

**Bob Westbrook, District 5**

**Criss Sudduth, District 6**

**Edward Broussard, City Manager**



## CITY COUNCIL MEETING AGENDA

### CITY COUNCIL CHAMBERS - CITY HALL

212 North Bonner

Tyler, Texas 75702

Wednesday, July 10, 2019

9:00 a.m.

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

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

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

#### AMERICANS WITH DISABILITIES ACT NOTICE

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

#### COURTESY RULES

Thank you for your presence. The City Council appreciates your interest in Tyler City Government. To ensure fairness and orderly meetings, the Council has adopted rules of courtesy which apply to all members of the Council, Administrative Staff, News Media, Citizens and Visitors. If you wish to address the Council, obtain a speaker card from the receptionist's desk outside the Council Chambers, complete the information requested on the card, and deliver to the City Clerk before the meeting or as soon as you can. Speakers will be heard as the individual item(s) in which they have registered an interest come before the Council. Your remarks will be limited in duration depending on the number of people wanting to speak on a particular item. Delay or interruption of the proceedings will not be tolerated.



## **INVOCATION**

## **PLEDGE OF ALLEGIANCE**

## **MINUTES**

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

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

## **ELECTIONS**

- E-1** Request that the City Council consider canvassing the returns of the City Council Runoff Election held June 29, 2019, for District No. 3, and adopting an ordinance declaring the results.
- E-2** Request that a certificate of election and the Oath of Office be administered to the newly elected City Councilmember for District No 3.

## **ZONING**

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

## **RESOLUTION**

- R-1** Request that the City Council consider approval of a resolution reserving the right to reimburse expenditures with proceeds of future debt. Said expenditures, in the amount of \$947,824, will be incurred upon the execution of the contract with Quadex Lining Systems to perform the previously approved (Item M-3, 06/26/19) Western Seal manhole remediation package for the Consent Decree.
- R-2** Request that the City Council consider authorizing the City Manager to execute a contract with Vortex Services in the amount of \$321,065.50 for the Cured-In-Place-Pipe Package, BOND-CD-001-GM04 BuyBoard rehabilitation project and to approve a resolution reserving the right to reimburse expenditures with proceeds of future debt.

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

## **MISCELLANEOUS**

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

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

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



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

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

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

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

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

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

## **BOARD APPOINTMENTS**

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

## **CONSENT**

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

- C-A-1** Request that the City Council consider authorizing the application for and acceptance of a Texas Department of Transportation (TxDOT) Grant for Urban State Funds in the amount of \$417,234.
- C-A-2** Request that the City Council consider authorizing the City Manager to execute a Personal Services Contract with Charles H. Samson, III for design and project management of City of Tyler capital improvement projects in the amount of \$50,000.
- C-A-3** Request that the City Council consider ratifying expenditures in the amount of \$83,801.31 for the rental of emergency pumps to provide sanitary sewer flow during the repairs to the 42-inch sanitary sewer main and associated manholes located at the 1600 block of WNW Loop 323.
- C-A-4** Request that the City Council consider ratifying expenditures in the amount of \$45,675.63 for all work performed on the emergency repair of a 54-inch sanitary sewer main located just north of the 6100 block of State Highway 110 North.

## **CITY MANAGER'S REPORT**

## **ADJOURNMENT**

**MINUTES OF THE  
REGULAR CALLED MEETING OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS  
May 8, 2019**

A regular called meeting of the City Council of the City of Tyler, Texas, was held Wednesday, May 8, 2019 at 9:00 a.m. in the City Council Chambers, 2<sup>nd</sup> floor of City Hall, Tyler, Texas, with the following present:

Mayor:	Martin Heines
Mayor Pro Tem:	Linda Sellers
Councilmembers:	Don Warren
	Broderick McGee
	Ed Moore
	Bob Westbrook
City Manager:	Edward Broussard
City Attorney:	Deborah G. Pullum
Sr. Assistant City Attorney:	Sharon Roberts
Assistant City Attorney:	Regina Moss
Chief Financial Officer:	Keidric Trimble
Chief Information Officer:	Benny Yazdanpanahi
City Fire Chief:	David Coble
Director of Neighborhood Services:	Raynesha Hudnell
Police Chief:	Jimmy Toler
Managing Director of Culture, Recreation and Tourism Services:	Stephanie Franklin
Director of Solid Waste & Transit Services:	Russ Jackson
City Engineer:	Lisa Crossman
Managing Director of Utilities and Public Works:	
Director of Utilities:	Jimmie Johnson
Street Department Manager:	
City Clerk:	Cassandra Brager

**INVOCATION**

The Invocation was given by Dr. Jimmie Johnson.

**MINUTES**

**Request that the City Council consider approval of the Minutes of the Regular Called Meeting of the City Council of the City of Tyler, Texas on March 27, 2019.**

Motion by Councilmember Westbrook; seconded by Councilmember McGee; motion carried 6 - 0 & approved as presented.

**RESOLUTION**

**R-1 Request that the City Council consider adopting a resolution finding that ONCOR Electric Company's requested increases to its electric transmission and distribution rates**

May 8, 2019

**and charges within the City should be denied and finding that the City's reasonable rate case expenses shall be reimbursed by the Company. (R-2019-27)**

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

## **ORDINANCE**

**O-1 Request that the City Council consider adopting an ordinance amending Tyler City Code Chapter 2, "Finance and Taxation", to increase the amount of the City Manager's spending authority to match State law, and that the City Council also approve proposed spending authority levels in the City Policies. (O-2019-33)**

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

## **MISCELLANEOUS**

**M-1 Request that the City Council consider authorizing the City Manager to award Bid No. 19-026 including Base Bid No. 2 and Alternate for Gassaway Park renovations to Garrett and Associates General Contractors, Ltd. of Whitehouse, Texas, to furnish all necessary materials, equipment, superintendence, and labor for a total not to exceed \$168,116.00.**

Motion by Councilmember Moore; seconded by Councilmember Warren; motion carried 6 - 0 & approved as presented.

**M-2 Request that the City Council consider setting May 15, 2019 as the date for a special called meeting to canvass the returns of the City Council Election and Special Called Election held May 4, 2019.**

Motion by Councilmember Warren; seconded by Councilmember McGee; motion carried 6 - 0 & approved as presented.

**M-3 Request that the City Council consider accepting the annual review of City of Tyler property tax abatements regarding Crest Process Systems, Estes McClure, Fresenius, Hiland Dairy, Hood Packaging, and Trane.**

Motion by Councilmember Westbrook; seconded by Mayor Pro Tem Sellers; 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 renewing Bid 15-009 the Annual Price Agreement for Fuel, from May 8, 2019 thru May 8, 2020 with Beekat Oil and Fuel**

May 8, 2019

**LP of Tyler, Texas. Beekat Oil and Fuel has changed its name to Eagle Fuel and Oil.**

- C-A-2 Request that the City Council consider authorizing the City Manager to renew Hydraulic Power as primary vendor for the annual price agreement for hydraulic services per Bid 16-023 for another one year period from May 25, 2019 through May 25, 2020.**
- C-A-3 Request that the City Council consider authorizing the City Manager to renew Liberty Towing Services and Crow Towing as successful bidders for Bid 18-030 annual price agreement for wrecker service for another one year term from May 23, 2019 to May 23, 2020.**
- C-A-4 Request that the City Council consider authorizing the City Manager to renew multiple vendors for the Annual Price Agreement for various categories of automotive and equipment parts per Bid No. 14-027.**

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

### **CITY MANAGER'S REPORT**

1. The City of Tyler Water Utilities, Texas Commission on Environmental Quality, Region 10, Smith County, Tyler Junior College, and over 12 municipalities are working together to address the need for licensed water and wastewater professionals. To this end, we will meet regularly with the entities mentioned to develop an Associates of Science Degree program. As you are aware, water and wastewater licensed professionals are hard to recruit, employ, and retain. With this degree program and hands-on experience with several participating municipalities, an individual may complete this program in two years and test for the water and wastewater certification exams.
2. Tyler Fire Department with its partners raised more than 40,000 in their fill-the-boot campaign for Muscular Dystrophy.
3. The Tyler 1<sup>st</sup> Comprehensive Plan 5-Year Update is underway. Planning and Zoning staff is holding three public open houses. Each open house will be focused on specific chapters of the Tyler 1<sup>st</sup> Comprehensive Plan. The dates are below. You can learn more about the Tyler 1<sup>st</sup> Comprehensive Plan, facts and figures, and implementation status at [www.Tyler1st.com](http://www.Tyler1st.com).

\* May 7th: Healthy Living and Natural Environment (Parks and Open Space, Historic Preservation, Future Land Use and Annexation).

\* June 25th: Livable Built Environment and Interwoven Equity (North End Revitalization, Housing and Community Integrity, Transportation, Public Facilities and Services).

\* August 27th: Resilient Economy and Regionalism (Downtown Master Plan, Business and Economy, Education).



May 8, 2019

**EXECUTIVE SESSION** – City Council convened into executive session at 9:30 am

Executive Item No. 1:

Under Texas Government Code Section 551.071 "Litigation" deliberation regarding the following:

*Pending or contemplated litigation or settlement offer involving claim filed against the City of Tyler on behalf of Jenny Go.*

City Council reconvened from executive session at 9:48 am with no action taken.

**ADJOURNMENT**

Motion by Councilmember Moore to adjourn the meeting at 9:48 am; seconded by Mayor Pro Tem Sellers; motion carried 6 - 0 & meeting adjourned.

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**MARTIN HEINES, MAYOR OF  
THE CITY OF TYLER, TEXAS**

**A T T E S T:**

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**CASSANDRA BRAGER, CITY CLERK**

**MINUTES OF THE  
SPECIAL CALLED MEETING OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS  
May 15, 2019**

A special called meeting of the City Council of the City of Tyler, Texas, was held Wednesday, May 15, 2019 at 9:00 a.m. in the City Council Chambers, 2<sup>nd</sup> floor of City Hall, Tyler, Texas, with the following present:

Mayor:	Martin Heines
Mayor Pro Tem:	Bob Westbrook
Councilmembers:	Linda Sellers
	Don Warren
	Broderick McGee
	Ed Moore
	Chris Sudduth
City Manager:	Edward Broussard
City Attorney:	Deborah G. Pullum
Sr. Assistant City Attorney:	Sharon Roberts
Assistant City Attorney:	Regina Moss
Managing Director of Administrative Services/HR:	ReNissa Wade
Chief Financial Officer:	Keidric Trimble
Director of Neighborhood Services:	Raynesha Hudnell
Water Business Office Manager:	Jim Yanker
City Engineer:	Lisa Crossman
City Clerk:	Cassandra Brager

**INVOCATION**

The Invocation was given by Councilmember Moore.

**ELECTION**

**E-1 Request that the City Council consider canvassing the returns of the City Council Election held May 4, 2019, for District No. 3, and affirming the cancellation of the Election and designation of the unopposed winners for the City Council Election that would have been held on May 4, 2019, for District No. 1 and District No. 5 and adopting an Ordinance declaring the results. (O-2019-34)**

Motion by Councilmember Warren; seconded by Councilmember McGee; motion carried 6 - 0 & approved as presented.

**E-2 Request that the City Council consider adoption of a Resolution calling a runoff election for June 29, 2019, to fill the office of Tyler City Councilmember for Single Member District No. 3. (R-2019-29)**

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

May 15, 2019 Special Called Meeting

**E-3 Request that the City Council consider adoption of an Ordinance affirming the cancellation of the Special Called Election for Councilmember District No. 6 that would have been held on May 4, 2019 affirming the designation of the unopposed candidate for Councilmember District No. 6 as the winner and declaring the results. (O-2019-35)**

Motion by Councilmember Moore; seconded by Councilmember Westbrook; motion carried 6 - 0 & approved as presented.

**E-4 Request that a certificate of election and the Oath of Office be administered to the re-elected City Councilmembers for Districts 1 and 5.**

Mayor Heines administered the Oath of Office to the re-elected Councilmember's Linda Sellers and Bob Westbrook.

**E-5 Request that a certificate of election and the Oath of Office be administered to the newly elected City Councilmember for District No. 6.**

Former Senator, Kevin Eltife administered the Oath of Office to the newly elected Councilmember Criss Sudduth.

**(Note: New City Council members take their seats on the dais.)**

**E-6 Request that the City Council consider electing a Mayor Pro Tem.**

Motion by Councilmember Moore to appoint Councilmember Westbrook as Mayor Pro Tem; seconded by Councilmember Warren; motion carried 7 - 0 & approved as presented.

**ADJOURNMENT**

Motion by Councilmember Moore to adjourn the meeting at 9:11 am; seconded by Councilmember Warren; motion carried 7 - 0 & meeting adjourned.

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**MARTIN HEINES, MAYOR OF  
THE CITY OF TYLER, TEXAS**

**A T T E S T:**

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**CASSANDRA BRAGER, CITY CLERK**



**CITY OF TYLER  
CITY COUNCIL COMMUNICATION**

**Agenda Number:** E-1

**Date:** July 10, 2019

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


**Page:** 1 of 1

**Item Reference:** Texas Election Code Section 67.003 (Time for Local Canvass)

The City Council is required by law (Sec. 67.003 of the Texas Election Code) to canvass the returns and declare results of the City Council Runoff Election to elect a City Councilmember for Single Member District No. 3 held on June 29, 2019, and to adopt an ordinance declaring the results.

**RECOMMENDATION:**

It is recommended that the City Council canvass the returns of the City Council Runoff Election held June 29, 2019 for District No. 3, and adopt an ordinance declaring the results.

**Drafted/Recommended By:**   
Cassandra Brager, City Clerk

**Edited/Submitted By:**   
City Manager

**ORDINANCE NO. O-2019-**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, CANVASSING THE RESULTS OF A RUNOFF ELECTION HELD IN THE CITY OF TYLER, TEXAS, ON THE 29<sup>th</sup> DAY OF JUNE 2019, FOR THE RUNOFF ELECTON OF A CITY COUNCILMEMBER FOR DISTRICT NO. 3; DECLARING THE RESULTS; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, on the 10<sup>th</sup> day of July, 2019, the City Council of the City of Tyler, Texas, at a meeting duly called for the purpose of canvassing the returns of the City Council Runoff Election held on the 29<sup>th</sup> day of June, 2019, in the City of Tyler, for the runoff election of a City Councilmember for District No. 3, for the City of Tyler, Texas, and it appearing as a result of such canvass that the following named persons received the following number of votes for City Councilmember, District No. 3:

**District No. 3, For City Councilmember**

Shirley McKellar	201 Votes
Pamela Phoenix	173 Votes

And it further appearing from such canvass that Shirley McKellar received the highest number of votes cast for City Councilmember, District 3; and

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

**PART 1:** That Shirley McKellar be and is hereby declared the duly elected City Councilmember for District No. 3, to serve for a two-year term of office.

**PART 2:** That the above named City Councilmember for District No. 3 shall be sworn into office.

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

**PASSED AND APPROVED** on this the 10<sup>th</sup> day of July, A.D., 2019.

\_\_\_\_\_  
MARTIN HEINES, MAYOR OF  
THE CITY OF TYLER, TEXAS

ATTEST:

APPROVED:

\_\_\_\_\_  
CASSANDRA BRAGER, CITY CLERK

\_\_\_\_\_  
DEBORAH G. PULLUM, CITY ATTORNEY



**CITY OF TYLER  
CITY COUNCIL COMMUNICATION**

**Agenda Number:** E-2  
**Date:** July 10, 2019  
**Subject:** Request that a certificate of election and the Oath of Office be administered to the newly elected City Councilmember for District No 3.  
**Page:** 1 of 1  
**Item Reference:** Texas Election Code Section 67.016 (Certificate of Election)

**Oath of Office**

It is recommended that a certificate of election and the Oath of Office be administered to the newly elected City Councilmember for District 3.

**Shirley McKellar, District 3**

**RECOMMENDATION:**

It is recommended that a certificate of election and the Oath of Office be administered to the newly elected City Councilmember for Districts 3.

**Drafted/Recommended By:**

**Cassandra Brager, City Clerk**

**Edited/Submitted By:  
City Manager**



## CITY OF TYLER CITY COUNCIL COMMUNICATION

**Agenda Number:** Z-1

**Date:** July 10, 2019

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

**Page:** Page 1 of 4

### **Item Reference:**

The applicant is requesting the zone change to allow for a mixture of office, retail and residential uses on 114.86 acres of land located generally between Hollytree Drive and West Cumberland Road from north to south, and Old Jacksonville Highway to Maple Lane from west to east (114.86 acres of land).

According to the Unified Development Code (UDC), the “R-1B”, Single-Family Residential District is primarily intended to accommodate development of detached, single-family housing on smaller 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 and rear, six feet on the interior side and 12 feet on the corner side. Minimum lot size is 6,000 square feet.

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

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

According to the Unified Development Code (UDC), the “C-1”, Light Commercial District allows restaurants, private clubs, antique shops, banks, service stations, offices and retail stores without any

**Agenda Number: Z-1**

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outdoor display or storage of merchandise or goods. The maximum building height allowed within this district is two and one-half stories or 42 feet in height. The setback requirements are 10 feet in the front, 10 feet in the rear, zero feet on the interior side (10 feet if abuts a residential district) and 15 feet on the corner side. The minimum lot area is 7,000 square feet. Off-street parking is determined by the specific use proposed. Properties with a commercial designation are subject to UDC Development Standards such as landscaping and tree preservation, bufferyards, and sign regulations.

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

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

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

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

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

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



**Agenda Number:           Z-1**

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The adjacent properties are generally zoned “AG”, Agricultural District, “R-1A”, Single-Family Residential District, “R-1B”, Single-Family Residential District, “R-1D”, Single-Family Detached and Attached Residential District, “PUR”, Planned Unit Residential District, “PXR”, Planned Mixed Residential District, “RPO”, Restricted Professional Office District, “C-1”, Light Commercial District and “PMF”, Planned Multi-Family Residential District. The developed areas generally consist of single-family homes including large lot, medium lot and garden homes.

The adopted Future Land Use Guide (FLUG) identifies this property as Single-Family Medium/Low Density and Mixed-Use Center. This request is generally consistent with the FLUG but will amend the FLUG to Mixed-Use Center.

On August 12, 2016, the West Cumberland Road extension was completed. West Cumberland Road is a four-lane, divided arterial street that connects Old Jacksonville Highway to South Broadway Avenue. It is anticipated to become a highly-travelled thoroughfare. Maple Lane was also recently connected to Hollytree Drive. Both streets are 70 feet wide major collector streets. Hollytree Drive is on the Master Street Plan to connect into Old Jacksonville Highway.

The applicant is proposing a mixture of residential densities as well as complimentary neighborhood-serving commercial uses. The proposed zoning recognizes that the planned thoroughfares and connections will support a diversity of residential densities types. The proposed zoning allows for the appropriate transition of uses from Old Jacksonville Highway and Cumberland Road as well as appropriate residential densities near the intersections of Maple Lane and Cherry Hill Drive with Hollytree Drive (collector streets).

The applicant has submitted site narratives for the areas to be zoned “PMF” and “PMXD-1”. “PMF” zoning near the intersection of Hollytree Drive and Maple Lane will be limited to three story or 45 feet in height with a maximum density of 15 units per acre. The UDC allows for a maximum density of 24 units per acre for multi-family zoning. Uses will be restricted to attached and detached single-family homes on one large lot. The narrative also stipulates a 25 foot landscape buffer along Hollytree Drive, except for driveway access.

“PMF” zoning at the southwest and southeast intersection of Hollytree Drive and Cherryhill Drive will be limited to two story or 42 feet in height with a maximum density of 12 units per acre. Uses will be restricted to attached and detached single-family homes on one large lot.

“PMF” zoning along Cherryhill nearest to West Cumberland Road will be limited to three story or 45 feet in height with a maximum density of 15 units per acre. Uses will be restricted to attached and detached single-family homes on one large lot as well as multi-family apartments.

“PMXD-1” development will be limited to loft residential, “RPO” and “C-1” uses. Signage will be consistent with “C-1” standards.

The applicant is proposing light commercial zoning nearest to Old Jacksonville Highway and West Cumberland Road. Where “C-1” zoning is adjacent to single-family zoning, the developer will be required to provide a “Type B” bufferyard which will range from 20 feet to ten feet in width with varying amounts of tree and shrub plantings.

On June 4, 2019, the Planning and Zoning Commission held a public hearing on this request. The applicant spoke in favor of the request. Property owners from nearby neighborhoods spoke in opposition with a

**Agenda Number: Z-1**

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concern about the proposed density as well as traffic concerns. The timing of a Traffic Impact Analysis was discussed by staff and that other issues related to speeding along Hollytree Drive could be best addressed by the Tyler Police Department.

As of Friday, June 14, 2019, of the 35 notices mailed, no notices were returned in favor of the request and 14 were returned in opposition with a total protest calculation of 2.93 percent.

Neighbors in opposition to the request cited concerns with the potential impact to property values, loss of trees, increased traffic in the area and multi-family development. The applicant held a neighborhood meeting on May 30 at the Faulkner Police Substation. Following the meeting, the applicant made the following changes to the proposal:

- Reduced the “C-1” to the area to within 1,600 linear feet of Old Jacksonville Highway (see Exhibit B).
- Changed Tract 2 from “C-1” to “RPO”.
- Changed Tract 3 from “R-1D” to “R-1B”. This will now be only detached single family with similar lot sizes to Hadley Court to the north.
- Removed the “Apartment” designation from Tract 5. Tract 5 will now be only ground-level entry attach and detached single-family, or Senior Living. There is no longer any apartment-style zoning in the proposal.

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 5-0 vote recommends approving a zone change from “AG”, Agricultural District and “PCD”, Planned Commercial District to “R-1B”, Single-Family Residential District, “PMF”, Planned Multifamily District with a written narrative, “RPO”, Restricted Professional Office District, “C-1”, Light Commercial District, and “PMXD-1”, Planned Mixed Use District with a written narrative.

**ATTACHMENTS:**

1. [Ordinance](#)
2. [Location Map](#)
3. [Future Land Use Map](#)
4. [Notification Map](#)

**Drafted/Recommended By:  
Department Leader**



**Heather Nick**

**Edited/Submitted By:  
City Manager**



**ORDINANCE NO. O-2019-**

**AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CHANGING THE ZONING FROM “AG”, AGRICULTURAL DISTRICT AND “PCD”, PLANNED COMMERCIAL DISTRICT TO “R-1B”, SINGLE-FAMILY RESIDENTIAL DISTRICT, “PMF”, PLANNED MULTIFAMILY DISTRICT WITH A WRITTEN NARRATIVE, “RPO”, RESTRICTED PROFESSIONAL OFFICE DISTRICT, “C-1”, LIGHT COMMERCIAL DISTRICT, AND “PMXD-1”, PLANNED MIXED USE DISTRICT WITH A WRITTEN NARRATIVE; DIRECTING THE AMENDMENT OF THE ZONING MAP; DIRECTING THE AMENDMENT OF THE FUTURE LAND USE GUIDE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND ESTABLISHING AN EFFECTIVE DATE.**

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

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

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

**I. APPLICATION PD19-012**

That the following described property, which has heretofore been zoned “AG”, Agricultural District and “PCD”, Planned Commercial District, shall hereafter bear the zoning classification of “R-1B”, Single-Family Residential District, “PMF”, Planned Multifamily District with a written narrative, “RPO”, Restricted Professional Office District, “C-1”, Light Commercial District, and “PMXD-1”, Planned Mixed Use District with a written narrative, to wit:

114.86 acres of land located generally between Hollytree Drive and West Cumberland Road from north to south, and Old Jacksonville Highway to Maple Lane from west to east (114.86 acres of land), described in Exhibit “A” and in accordance with Exhibit “B”, attached hereto and incorporated herein.

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

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

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

continue, or be permitted to continue, shall be deemed a separate offense. Since this ordinance has a penalty for violation, it shall not become effective until after its publication in the newspaper as provided by Section 85 of the Charter of the City of Tyler, Texas, which date is expected to be June 28<sup>th</sup>, 2019.

**PASSED AND APPROVED** this the 26<sup>th</sup> day of June A.D., 2019.

\_\_\_\_\_  
MARTIN HEINES, MAYOR  
OF THE CITY OF TYLER, TEXAS

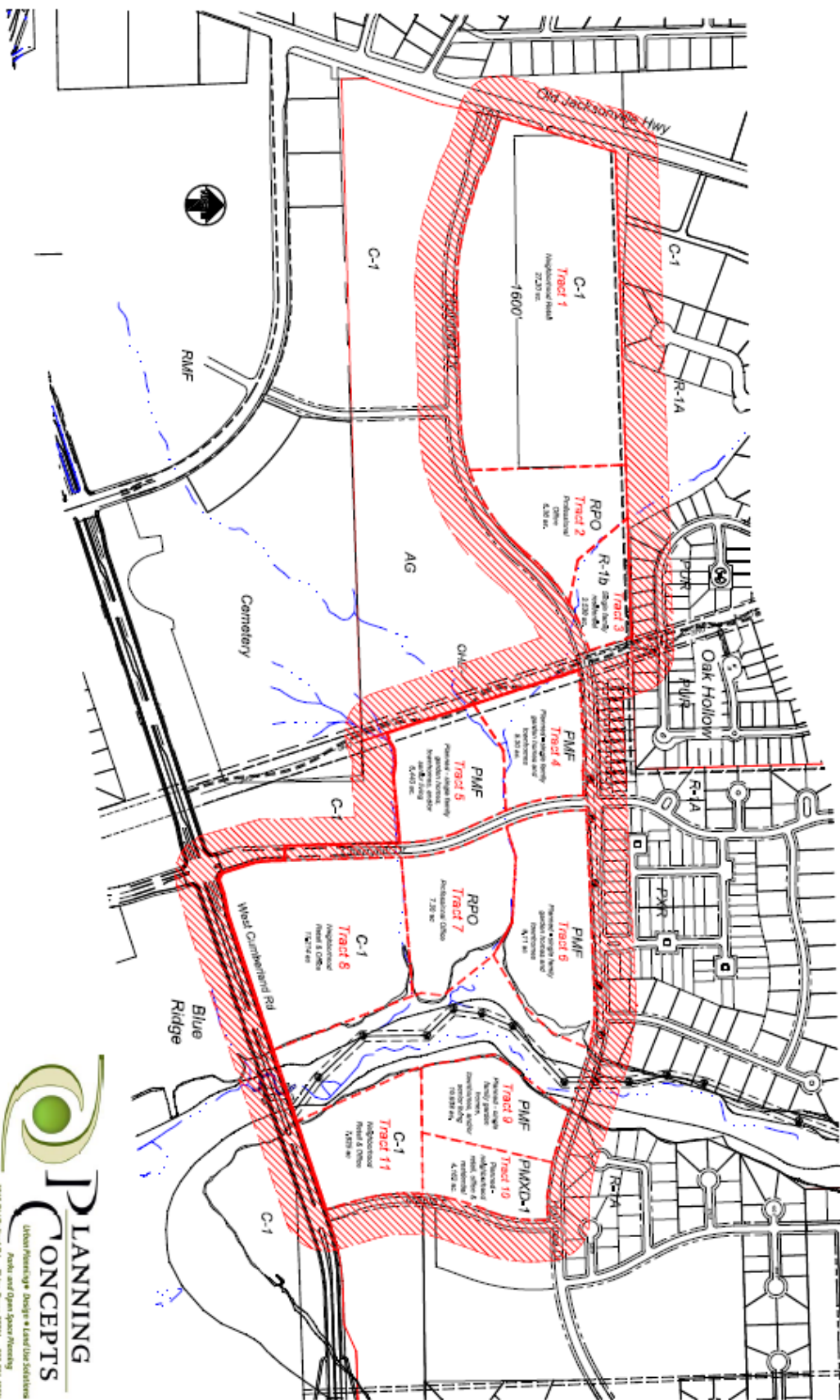
A T T E S T:

APPROVED:

\_\_\_\_\_  
CASSANDRA BRAGER, CITY CLERK

\_\_\_\_\_  
DEBORAH G. PULLUM, CITY  
ATTORNEY

**ORDINANCE 0-2019**  
**EXHIBIT "A"**



**ORDINANCE 0-2019** \_\_\_\_\_  
**EXHIBIT “B”**  
**1 OF 2**



Zoning areas and Planned District Narrative – Roosth Properties

All regulations and uses per the Tyler UDC except where noted below.

**Tract 10 - PMXD-1 Planned Mixed-Use District**

Uses – All C-1, RPO and Residential

Setbacks – Front – 10'

Sides – 5' / 10' Street

Rear – 10'

Minimum 10' between structure

Maximum Lot Coverage – 60%

Maximum Height – 3 story / 45'

Minimum Lot Frontage – 25'

Parking and Landscaping to meet

City of Tyler UDC standards

Signage to be consistent with C-1 regulations

**Tract 9- PMF Planned Multi-family**

Uses –

- Detached Single-Family Residences and Attached Single-Family Residences/Townhouses  
(as defined in UDC) on a single lot.
- Senior/assisted living facility

Setbacks – 15' from exterior zoning district boundary

Minimum 10' between attached / detached single family structures

Minimum 15' between multi-family structures

Maximum Height – 3 story / 45'

Density – 15 units per acre max

Maximum Lot Coverage – 60%

Parking, Landscaping and Signage per City of Tyler UDC

25' landscape buffer along Hollytree Drive

**ORDINANCE 0-2019 \_\_\_\_**  
**EXHIBIT “B”**  
**2 OF 2**

**Tracts 4 & 6- PMF Planned Multi-family**

Uses – Detached Single-Family Residences and Attached Single-Family Residences/Townhouses  
(as defined in UDC) on a single lot.

Density – 12 units / acre

Setbacks – 15’ from exterior zoning district boundary

Minimum 10’ between attached / detached single family structures

Maximum Height – 2 story / 42’

Maximum Lot Coverage – 60%

Parking, Landscaping and Signage per City of Tyler UDC

**Tract 5 - PMF Planned Multi-family**

Uses –

- Detached Single-Family Residences, Attached Single-Family Residences/Townhouses (as defined in UDC) on a single lot.
- Senior/assisted living facility

Setbacks – 15’ from exterior zoning district boundary

Minimum 10’ between attached / detached single family structures

Minimum 15’ between multi-family structures

Maximum Height – 3 story / 45’

Density – 15 units per acre max

Maximum Lot Coverage – 60%

Parking, Landscaping and Signage per City of Tyler UDC



## Zoning areas and Planned District Narrative – Roosth Properties

All regulations and uses per the Tyler UDC except where noted below.

### **Tract 10 - PMXD-1 Planned Mixed-Use District**

Uses – All C-1, RPO and Residential

Setbacks – Front – 10'

Sides – 5' / 10' Street

Rear – 10'

Minimum 10' between structure

Maximum Lot Coverage – 60%

Maximum Height – 3 story / 45'

Minimum Lot Frontage – 25'

Parking and Landscaping to meet

City of Tyler UDC standards

Signage to be consistent with C-1 regulations

### **Tract 9- PMF Planned Multi-family**

Uses –

- Detached Single-Family Residences and Attached Single-Family Residences/Townhouses  
(as defined in UDC) on a single lot.
- Senior/assisted living facility

Setbacks – 15' from exterior zoning district boundary

Minimum 10' between attached / detached single family structures

Minimum 15' between multi-family structures

Maximum Height – 3 story / 45'

Density – 15 units per acre max

Maximum Lot Coverage – 60%

Parking, Landscaping and Signage per City of Tyler UDC

25' landscape buffer along Hollytree Drive



#### **Tracts 4 & 6- PMF Planned Multi-family**

Uses – Detached Single-Family Residences and Attached Single-Family Residences/Townhouses (as defined in UDC) on a single lot.

Density – 12 units / acre

Setbacks – 15' from exterior zoning district boundary

Minimum 10' between attached / detached single family structures

Maximum Height – 2 story / 42'

Maximum Lot Coverage – 60%

Parking, Landscaping and Signage per City of Tyler UDC

#### **Tract 5 - PMF Planned Multi-family**

Uses –

- Detached Single-Family Residences, Attached Single-Family Residences/Townhouses (as defined in UDC) on a single lot.
- Senior/assisted living facility

Setbacks – 15' from exterior zoning district boundary

Minimum 10' between attached / detached single family structures

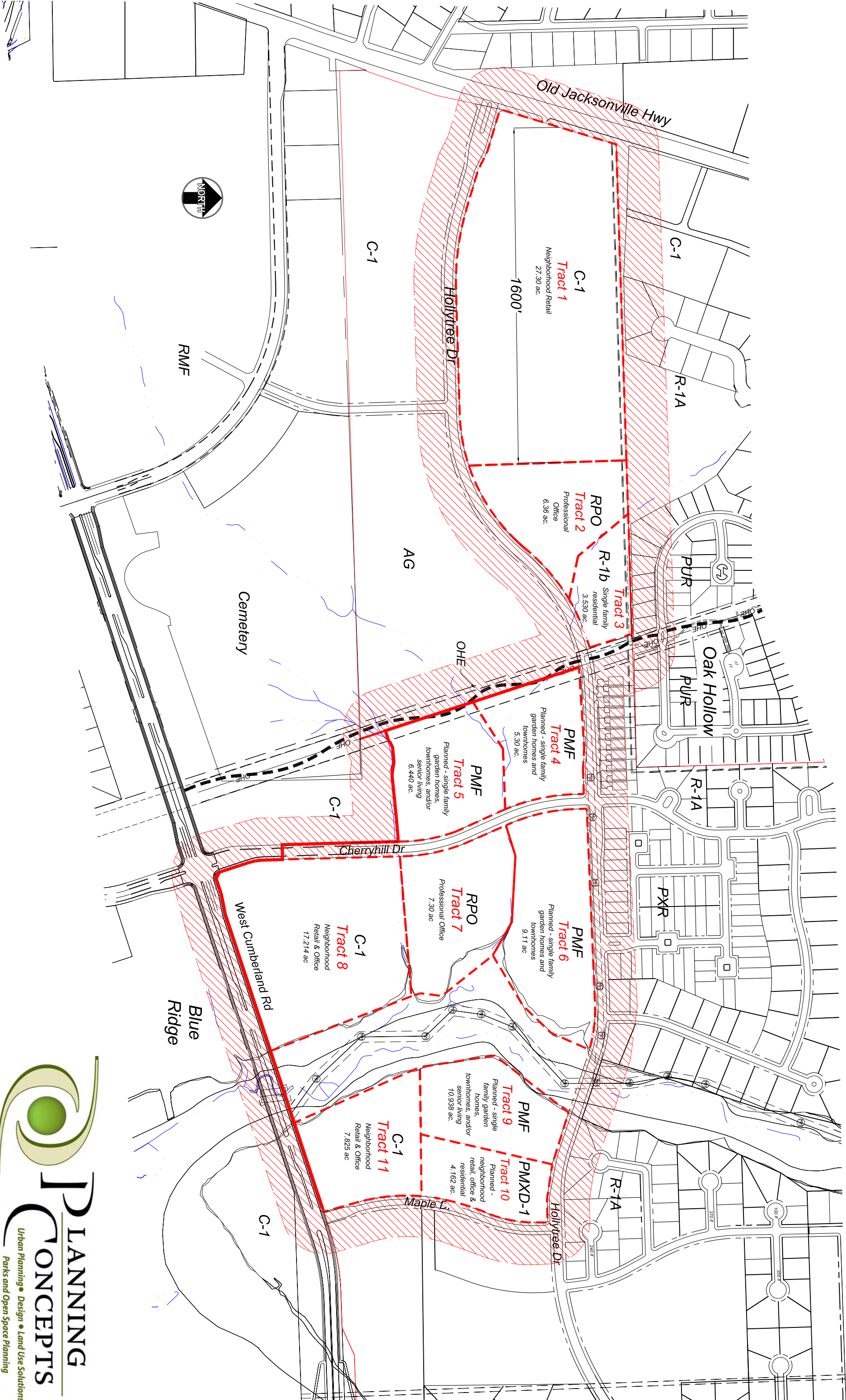
Minimum 15' between multi-family structures

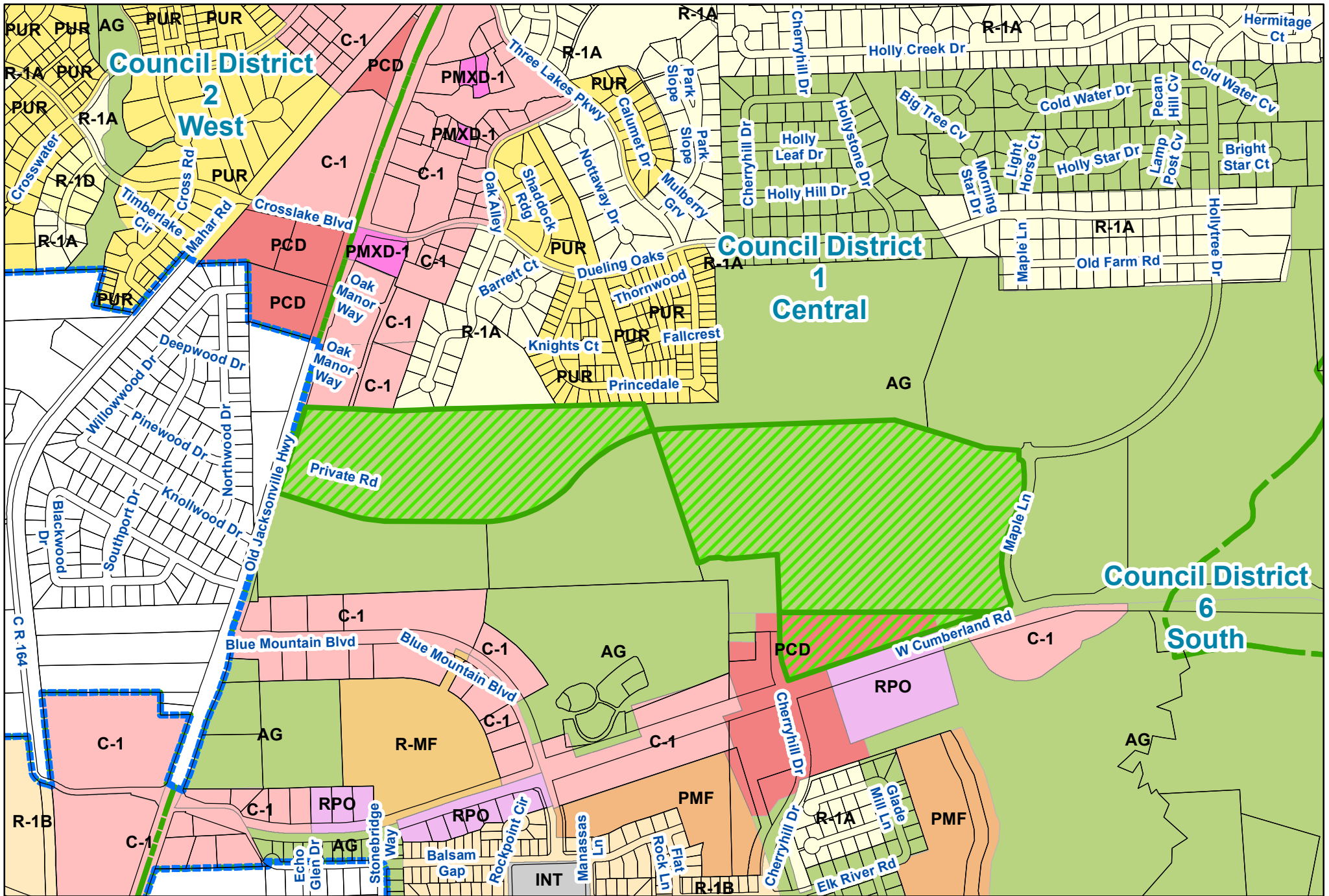
Maximum Height – 3 story / 45'

Density – 15 units per acre max

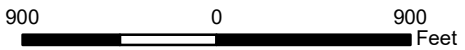
Maximum Lot Coverage – 60%

Parking, Landscaping and Signage per City of Tyler UDC





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.



**ZONING CASE**

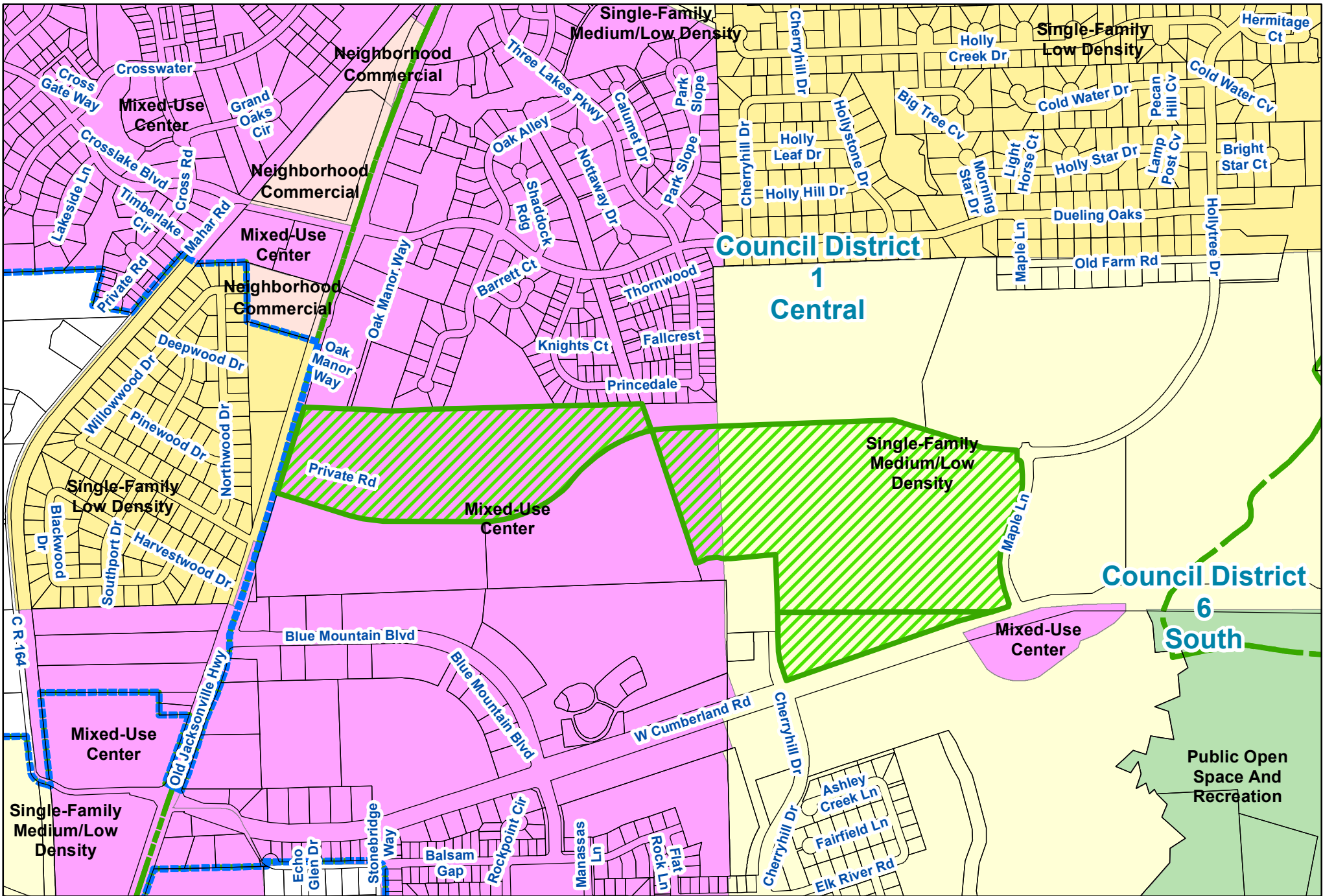
Zoning Case #: PD19-012

Current Zoning: AG and PCD Proposed Zoning: PMF, C-1, RPO, PMXD-1

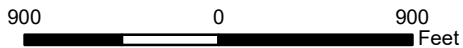
Applicant: WEST CUMBERLAND LLC

- Subject Property
- Council District Boundary





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**ZONING CASE**

Zoning Case #: PD19-012

Current Zoning: AG and PCD Proposed Zoning: PMF, C-1, RPO, PMXD-1  
Applicant: WEST CUMBERLAND LLC

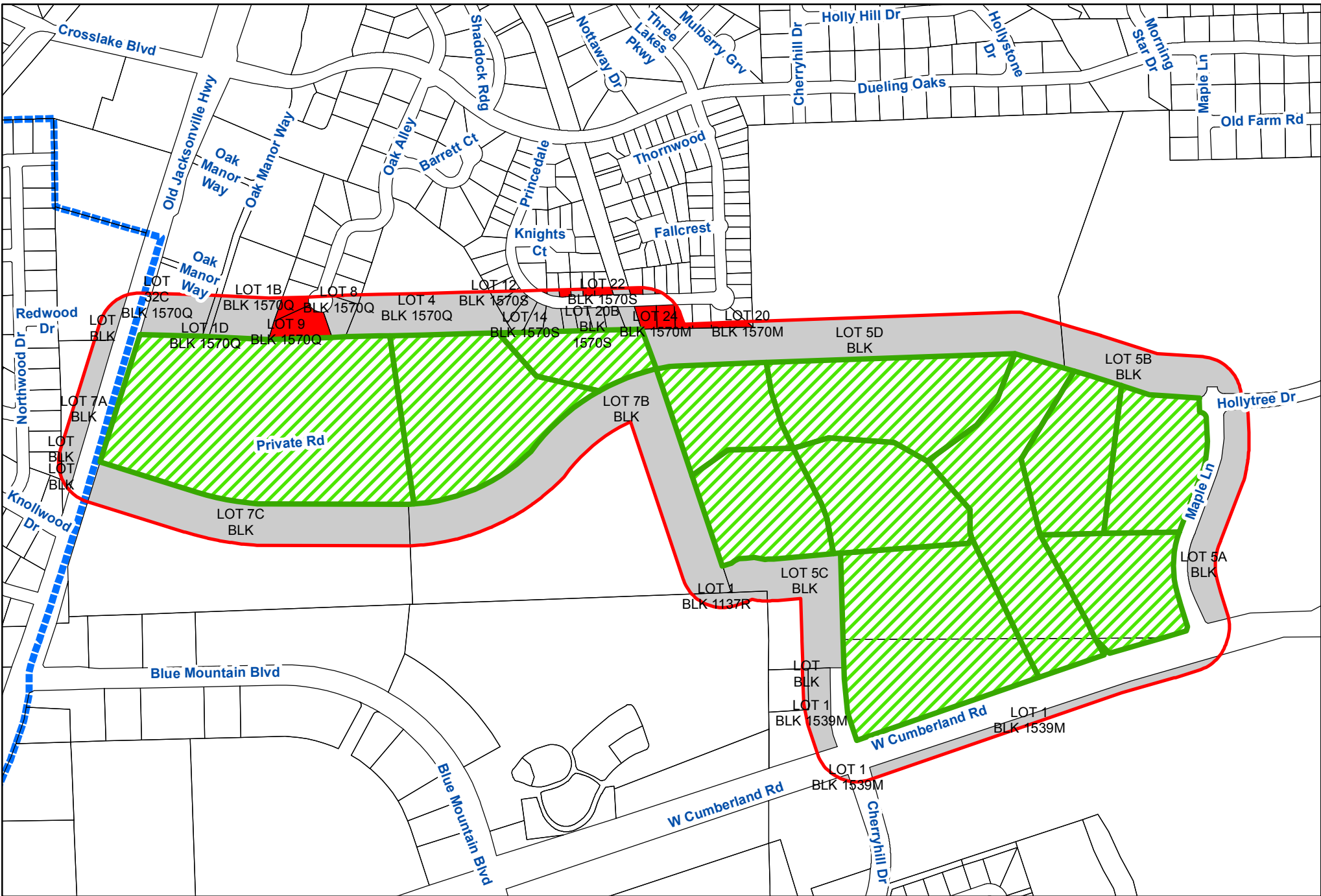


Subject Property

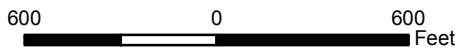


Council District Boundary





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**ZONING CASE**

Zoning Case #: PD19-012

Current Zoning: AG and PCD Proposed Zoning: PMF, C-1, RPO, PMXD-1

Applicant: WEST CUMBERLAND LLC

-  Subject Property
-  200' Notification Buffer
-  Protest Lots
-  City Limits





**CITY OF TYLER  
CITY COUNCIL COMMUNICATION**

**Agenda Number:** R-1

**Date:** July 10, 2019

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

**Page:** 1 of 1

**Item Reference:** City Council Agenda M-3, 06/26/19

The referenced previously approved contract award was for the rehabilitation of 224 manholes (Western Seal Manhole Package, Bid 19-034). A resolution reserving the right to reimburse expenditures for future construction in the event the City issues revenue bonds, was not included. Thus, it is now attached for review and consideration.

**RECOMMENDATION:**

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

**ATTACHMENTS:**

1. City Council Agenda M-3, 06/26/19
2. Reimbursement Resolution

**Drafted/Recommended By:**  
**Department Leader**

**Dr. Jimmie Johnson, Ph.D., Director of Utilities**

**Edited/Submitted By:**  
**City Manager**



## CITY OF TYLER CITY COUNCIL COMMUNICATION

**Agenda Number:** M-3

**Date:** June 26, 2019

**Subject:** Request that the City Council award the first major manhole rehabilitation package “Western Seal”, City of Tyler Bid Number 19-034, to Quadex Lining Systems, LLC for \$947,824.00.

**Page:** 1 of 2

### Item Reference:

The first phase of the Consent Decree rehabilitation work is beginning with the sealing of 224 manholes, located roughly in the western portion of the City of Tyler wastewater collection system. This remediation is the result of the year one (1) assessment work performed in 2017.

After investigation of manholes for wastewater (sanitary sewer) lines 10-inch in diameter and larger, 897 manholes were identified as meeting the United States Environmental Protection Agency (EPA) requirements for necessary rehabilitation. These manholes were broken down into more manageable packages of 224 (Western Seal), 258 (Eastern Seal), and 415 (Repair and Replace), in an attempt to produce more manageable packages, and spread the risk to the City out over more crews and/or contractors.

Sealed bids were evaluated according to the following criteria.

	Weight (%)
1. Proposal Unit Prices and Total Price	40
2. Company Profile and General Experience	20
3. Experience with Projects of this Type and Scope, 5 min.	20
4. Experience and References of Key Personnel, 3 min.	10
5. Safety Record/Financial Profile	10
<b>Total</b>	<b>100%</b>

The cost estimations for this first phase of work have varied. The initial cost estimation from Pipeline Analysis from early 2018, put the manhole rehabilitation cost at \$2,776,495 for all of Phase 1 manhole rehabilitation work (897 manholes). The average cost per manhole, including work as expensive as sealing a manhole, down to installing a new lid, was \$3,905 per manhole; the estimated average for sealing a manhole was \$5,109 per manhole. Lockwood, Andrews, and Newnam, Inc. (LAN), the design engineers for the first phase of rehabilitation, conservatively estimated the cost for this Western Seal Package (224 manholes), at \$1,541,880, or \$6,883 per manhole, based on the maximum available BuyBoard cost. Neither of these estimates included

**Agenda Number: M-3**

**Page: 2 of 2**

contingency.

Based on the winning qualified proposal price, bids are tracking more in-line with the original cost schedule. The estimated costs, after only one (1) manhole, are not tracking higher. In addition, the winning qualified proposal was from a seasoned and experienced manhole rehabilitation company, and staff feels very strongly that quality work will be performed at a very competitive price.

**RECOMMENDATION:**

It is recommended that the City Council award the first major manhole rehabilitation package “Western Seal”, City of Tyler Bid Number 19-034, to Quadex Lining Systems, LLC for \$947,824.00.

**ATTACHMENTS:**

1. Bidder Rating
2. Manhole Map



**Drafted/Recommended By: Dr. Jimmie Johnson, Director of Utilities**  
**Department Leader**

**Edited/Submitted By:**  
**City Manager**





RESOLUTION NO. R-2019-\_\_

A RESOLUTION OF THE TYLER, TEXAS CITY COUNCIL DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT.

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

WHEREAS, the City of Tyler, Texas (the "Issuer") reserves the right to issue debt for the construction of the DP01 Manhole Rehabilitation – Western Seal Package, City of Tyler Bid Number 19-034 (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 \$947,824.

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

PASSED AND APPROVED, this the 10th day of July, 2019.

MARTIN HEINES, MAYOR OF THE CITY OF TYLER, TEXAS

ATTEST:

APPROVED:

CASSANDRA BRAGER, CITY CLERK

CITY ATTORNEY



## CITY OF TYLER CITY COUNCIL COMMUNICATION

**Agenda Number:** R-2

**Date:** 10 July 2019

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

**Page:** 1 of 2

### **Item Reference:**

The first phase of the Consent Decree rehabilitation work is continuing with the remediation of approximately 5,787 lineal feet (LF) of gravity main pipe. These gravity main lines will be rehabilitated by lining them utilizing the cured-in-place pipe (CIPP) rehabilitation method. These lines are in Basins 8 and 15, and this remediation is the result of the year one (1) assessment work performed in 2017.

After investigation and assessment of gravity mains in Basins 8 and 15, 379 line segments were identified as requiring remediation from a point repair to complete replacement. Four (4) types of remediation packages were identified: CIPP, pipe bursting, open cut (traditional dig and replace), and point repairs.

The contract with Vortex Services includes construction phase services and will be the City's standard CIP contract. Also attached for review is a resolution reserving the right to reimburse expenditures for future construction in the event that the City issues revenue bonds.

The original estimated cost for the CIPP construction work was \$348,117.50. The three (3) proposals were within 11.5 percent of this estimate. The recommended proposal is 8.4 percent below this estimate.

### **RECOMMENDATION:**

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

**Agenda Number: R-2**

**Page: 2 of 2**

**ATTACHMENTS:**

1. Location Map
2. Vortex Services Proposal
3. Insituform Proposal
4. Granite Proposal
5. Reimbursement Resolution

**Drafted/Recommended By:  
Department Leader**



**Dr. Jimmie Johnson , Director of Utilities**

**Edited/Submitted By:  
City Manager**





# VORTEX

## services

<b>To:</b> City Of Tyler	<b>Contact:</b> Paul Neuhaus
<b>Address:</b> PO Box 2039 Tyler, TX 75710	<b>Phone:</b> (903) 531-1253 <b>Fax:</b> pneuhaus@tylertexas.com
<b>Project Name:</b> TX - Tyler - CIPP Sanitary Sewer Improvements PH 1 -SUB+	<b>Bid Number:</b> 19-2018
<b>Project Location:</b>	<b>Bid Date:</b>

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization - Cleaning & CCTV Crew	1.00	EACH	\$12,100.00	\$12,100.00
2	Mobilization - CIPP Install Crew	1.00	EACH	\$5,100.00	\$5,100.00
3	Clean And CCTV 8-15"	5,787.00	LF	\$3.50	\$20,254.50
4	Supply And Install 8" X 6mm CIPP	4,279.00	LF	\$25.00	\$106,975.00
5	Reinstate Service Laterals	69.00	EACH	\$0.00	\$0.00
6	Supply And Install 12" X 7.5mm CIPP	1,108.00	LF	\$42.00	\$46,536.00
7	Supply And Install 15" X 9mm CIPP	400.00	LF	\$49.00	\$19,600.00
8	Bypass - Site 5, 10 (bypass Line With 2- 4" Diesel, 40' - 4" Suction, 800' - 4" Layflat)	4.00	DY	\$2,750.00	\$11,000.00
9	MOT - 2 Lane Closures (613's) Site 6, Right Lane Closure Site 11, Turn Lane Closure Site 11, Left Straight & Left Turn Lane Closure Site 11, Road Closure Site 12, Left Lane Closure Site 13	12.00	DY	\$1,600.00	\$19,200.00
10	Tanker Trucks To Bypass Site 12 (we Will Need Two For CIPP Install)	48.00	HR	\$350.00	\$16,800.00
11	Sub: Point Repair Site 9 - 42' From MH 01767 (Includes Bypass)	1.00	EACH	\$10,000.00	\$10,000.00
12	Sub: Point Repair Site 11 - 176' From MH 01830 (Includes Bypass & Traffic Control)	1.00	EACH	\$16,000.00	\$16,000.00
13	Sub: Install 1 New MH's On Site 13	1.00	EACH	\$7,500.00	\$7,500.00
14	Sub: Install 4 New MH's On Site 12	4.00	EACH	\$7,500.00	\$30,000.00

**Total Bid Price: \$321,065.50**

**Notes:**

- Owner / Contractor will provide access to each and every manhole
- If necessary, Owner / Contractor will provide Permits & Fees
- The following items are included in our bid proposal: tuberculation removal (if needed), root removal (if needed), pre CCTV inspection as well as post CCTV inspection. Street patching / restoration is included as well.
- **ESTIMATED PROJECT DURATION:**
- 6 days cleaning & cctv, 3-4 weeks to procure CIPP material, 11 days to install CIPP lining, 13 days for dig work, 5 days for final site clean up / demobilization = 55 working days or roughly 11 weeks

**ACCEPTED:**

The above prices, specifications and conditions are satisfactory and are hereby accepted.

**Buyer:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date of Acceptance:** \_\_\_\_\_

**CONFIRMED:**

**Vortex Services**

**Authorized Signature:** \_\_\_\_\_

**Estimator:** Brandon Gerber  
(813) 626-0700 Bgerber@vortexcompanies.com

June 16, 2019

ACES#: AAJA-YI32S2

Mr. Paul Neuhaus  
City of Tyler  
423 W Ferguson St  
Tyler, TX 75702-5632

# **Buyboard Proposal**

Project Name: **City of Tyler, TX – 2019 Sanitary Sewer Systemwide Improvements – Phase I  
Design Package 4 – Cured-In-Place Pipe**

**INSITUFORM TECHNOLOGIES, LLC** herein proposes to furnish a Proposal for all labor, materials, equipment, and services necessary to reconstruct the referenced project (as detailed in the project location maps and other information presented by LAN) utilizing the Local Purchasing Cooperative Contract #555-18, administered through the BuyBoard.

## **ASSUMPTIONS AND QUALIFICATIONS**

---

We have based this proposal on a nominal wall thickness for the Insitutube as shown in the price. This is based on the best available information at the time of this proposal for a Fully Deteriorated Design Condition. Existing pipe deterioration in excess of the conditions assumed, ground water loads in excess of those assumed, or other loads or conditions may increase the recommended thickness for all or portions of the work. Final recommendations may be submitted to you following the completion of the preliminary TV phase of the project. Stated prices are subject to adjustment if design changes are agreed upon.

Laterals. During TV inspection all side sewers are verified, using best practical efforts, to determine if each is an active hook up. Normal practice only reinstates those that are active. You may direct us to reinstate all, or specific laterals, as you desire. This proposal, unless otherwise stated, assumes that all laterals will be reconnected, and all will be internally reconnected using the Insitucutter™. Specific service connections will not be reconnected only when written directions are received from the Owner. The Owner will indemnify and hold **INSITUFORM TECHNOLOGIES, LLC** harmless from all claims arising from backups and other effects of such actions or inaction's.

Water shall be provided at no cost to Insituform Technologies, LLC for all construction phases of this project. The Owner shall furnish Insituform Technologies, LLC with required water meters and pay all associated fees, deposits, and charges. Insituform Technologies, LLC will follow all required backflow prevention and metering procedures.

Insituform will supply the City of Tyler 1-year Maintenance, Payment, and Performance Bonds, and Certificate of Insurance following acceptance of this proposal.

The pricing in this proposal assumes that all Technical Specifications set forth by the BuyBoard will be strictly adhered to. Any changes to these specifications must be noted and agreed upon by both parties prior to finalizing the proposal pricing.

- Special:**
- 1. Water shall be provided as noted above.**
  - 2. Where applicable, the City of Tyler Standard Details will be utilized for all repairs.**
  - 3. If additional repairs are found to be necessary other than the ones identified in the project documents, then the pricing below will be utilized for the increased quantities.**
  - 4. The new manhole in the vicinity of 424 Hillcrest has already been installed by others.**
  - 5. Where differences are found between the City of Tyler CIPP Specification and the Buyboard CIPP Specification, the City of Tyler's specs will prevail.**
  - 6. A qualification package is being provides with this proposal along with the renewal letter from the Buyboard for the current term of our contract.**
  - 7. Insituform can start immediately and expects to need 90 days to complete.**

**PROPOSAL PRICING**

PAY ITEM NO.	DESCRIPTION	QTY	U/M	UNIT PRICE	ESTIMATED AMOUNT
1	Mobilization – Clean/TV Crew	1	EA	\$2,500.00	\$2,500.00
2	8" Clean/TV sanitary sewer	4,279	LF	\$3.50	\$14,976.50
3	12" Clean/TV sanitary sewer	1,108	LF	\$4.00	\$4,432.00
4	15" Clean/TV sanitary sewer	400	LF	\$6.00	\$2,400.00
5	Tuberculation removal	320	IN/DIA/LF	\$4.00	\$1,280.00
6	Root/Grease removal 8"	580	LF	\$5.00	\$2,900.00
7	Root/Grease removal 15"	400	LF	\$6.00	\$2,400.00
8	Mobilization – CIPP Crew	1	EA	\$7,500.00	\$7,500.00
9	8" x 6.0mm CIPP	4,279	LF	\$30.00	\$128,370.00
10	12" x 6.0mm CIPP	1,108	LF	\$45.00	\$49,860.00
11	15" x 7.5mm CIPP	400	LF	\$55.00	\$22,000.00
12	12" Additional 1.5mm	331	LF	\$5.00	\$1,655.00
13	8"-12" CIPP Setup Charge Per Install Length	5,387	LF	\$4.25	\$22,894.75
14	15" CIPP Setup Charge Per Install Length	400	LF	\$7.00	\$2,800.00
15	8"-115" Post-TV inspection	5,787	LF	\$0.50	\$2,893.50
16	Internal Reconnects	69	EA	\$125.00	\$8,625.00
17	Set Up 4" Pump (Per Pump)	19	EA	\$300.00	\$5,700.00
18	Set Up 4" Piping	5,517	LF	\$0.75	\$4,137.75
19	Operate 4" Pumping System (fuel & maint)	19	Day	\$150.00	\$2,850.00
20	Mobilization – Excavation Crew	1	EA	\$5,500.00	\$5,500.00
21	8"-12" Point repair (0'-8' deep, 0'-8' LF)	4	EA	\$3,250.00	\$13,000.00
22	Repair/Rehab 2" Asphalt Repair	35	SY	\$100.00	\$3,500.00
23	Repair/Rehab 8" Flex Base	20	SY	\$35.00	\$700.00
24	Repair/Rehab 4" Concrete sidewalk	25	SF	\$30.00	\$750.00
25	Repair/Rehab Concrete curb & gutter	25	LF	\$50.00	\$1,250.00
26	Flowable Fill (concrete cap in creek)	28	CY	\$125.00	\$3,500.00
27	Install New 4' DIA Manhole (0'-6' deep)	4	EA	\$5,000.00	\$20,000.00
28	Extra depth 4" DIA Manhole over 6' deep	4	VF	\$450.00	\$1,800.00
29	Trench Safety	60	LF	\$10.00	\$600.00
30	Traffic Control	22	Day	\$350.00	\$7,700.00
31	Traffic Control – TXDOT	4	Day	\$1,500.00	\$6,000.00
32	Lighted Arrow Board (per Arrow Board)	6	Day	\$250.00	\$1,500.00
33	Flagmen	32	HR	\$40.00	\$1,280.00
34	Traffic Control Plan	1	EA	\$2,500.00	\$2,500.00
<b>BASE BID TOTAL</b>					<b>\$359,754.50</b>

**Note: A Tax-Exempt certificate will need to be provided prior to mobilization. The above pricing is based on award of the full scope of work. Price adjustments may be necessary for a significant scope change.**

**PROPOSAL INCLUSIONS**

The prices stated in this proposal include:

1. Mobilizations and demobilization.
2. Initial pipeline cleaning to include normal debris, deposits, roots, and tuberculation removal.
3. Bypass pumping as needed.

- 
4. Internal service reconnects.
  5. Pre-Video inspections and documentation of existing pipe prior to reconstruction with the Insituform process for pipe rehabilitated by CIPP.
  6. Final video inspection following completion of the installation to document your new pipe rehabilitated by CIPP.
  7. Insitube wetout using 400,000 Flexural Modulus Polyester resin, inversion, curing, and finishing.
  8. Confined space safe entry practices.
  9. Traffic control.
  10. One-year standard construction warranty.
  11. One-year Bonds.
  12. Certificate of insurance with a standard coverage.

#### **PROPOSAL EXCLUSIONS**

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

- a) If preliminary video inspection of the pipe interior indicates excessive damage, or other extra-ordinary condition, which will require excavation, or other extraordinary remedy, to prepare the pipe for installation of the Insitube, then those services will be provided by utilizing the pricing provided. Additional pricing will be provided for any other items found to be necessary.
- b) Additional mobilizations and/or setups may apply due to point repairs, obstruction removals, or delays out of our control.
- c) Manual operation of any pumping and/or metering stations.
- d) Water from fire hydrants within a convenient distance from each cleaning and inversion site location.
- e) Legal dumpsite for debris resulting from pipes cleaning.
- f) *If any hazardous or toxic materials are encountered during the project, the Owner will be responsible for the removal and disposal of the materials.*
- g) Manhole rehabilitation.
- h) Project permits and/or local licenses with be provided by the Owner or Engineer.
- i) State and local sales and/or use taxes on the value of the project. If you are exempt, please submit the appropriate documentation.
- j) Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project.

#### **PROPOSAL TERMS AND CONDITIONS**

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- a) **Limits of Liability.** In consideration of **INSITUFORM TECHNOLOGIES, LLC**'s agreement to maintain no less than \$5,000,000 of comprehensive general liability insurance in the form required by the Contract, **INSITUFORM TECHNOLOGIES, LLC**'s liability to the Owner for any matter covered by such insurance will be limited to the extent of such insurance and the Owner will indemnify and hold **INSITUFORM TECHNOLOGIES, LLC** harmless from any third party claims covered by such insurance to the extent such claims exceed the limits of such insurance. Neither party shall be liable to the other for consequential damages relating to the contract. In case of conflict between this provision and any other provision in the Contract as ultimately executed, this provision shall govern and prevail.
- b) **LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.**
- c) **MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES.** Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.
- d) **PROPOSAL SUBJECT TO NEGOTIATION OF OTHER STANDARD TERMS OF AGREEMENT.** This proposal is subject to agreement of the parties on other terms and conditions as are customary in contracts of this nature.



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- e) Quantities are estimated. Unit prices apply for actual invoice and payment.
  - f) Payments are due at net within thirty days of invoice. Final payment is due within thirty days of completion of project.
  - g) Monthly progress partial payments may be requested for the value of work in progress or completed, including materials secured and on site.
  - h) Prices stated are in effect for thirty days from the date of this proposal. The acceptance period may be extended at the sole option of **INSITUFORM TECHNOLOGIES, LLC**.
  - i) Conflicts. In case of conflict between the provision of the aforesaid paragraphs and any other provision in the Contract as ultimately executed the provisions as set forth above shall govern and prevail.

**OFFERED BY:**

**ACCEPTED BY:**

**INSITUFORM TECHNOLOGIES, LLC**

*Timothy R. Peterie*

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

**TIMOTHY R. PETERIE  
BUSINESS DEVELOPMENT MANAGER**

\_\_\_\_\_  
**NAME**

**REVIEWED BY:  
ANDY OZMENT  
AREA MANAGER**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**ORGANIZATION**

cc: Matt Busby, PE (LAN), Ben Hawkins, Phillip Kim



Engineer: LAN  
 Proj No.  
 Bid date/Time: 6/10/19 12:00 AM

Item #	Description	Unit	Quantity	BID	
				Unit Price	Amount
<b>ITEM NO. 1 ITEMS</b>					
2	8" x 6.0mm	LF	4279	\$37.00	\$158,323.00
4	12" x 6.0mm	LF	1108	\$58.00	\$64,264.00
5	15" x 7.5mm	LF	400	\$68.00	\$27,200.00
27	6" - 12" CIPP Setup Charge Per Install Length	LF	5387	\$3.00	\$16,161.00
28	15" - 21" CIPP Setup Charge Per Install Length	LF	400	\$3.50	\$1,400.00
31	6" - 10" Backyard Easement Setup Per Install Length	LF		\$3.00	\$0.00
32	12" - 18" Backyard Easement Setup Per Install Length	LF		\$4.00	\$0.00
<b>ITEM NO. 3 ITEMS</b>					
1	Set Up 4" Pump (Per Pump)	EA	1	\$105.00	\$105.00
5	Set Up 4" Piping	LF	1	\$500.00	\$500.00
10	Operate 4" pumping System	DAY	2	\$400.00	\$800.00
<b>ITEM NO. 4 ITEMS</b>					
2	8" Clean and TV sanitary sewer	LF	4279	\$3.25	\$13,906.75
4	12" Clean and TV sanitary sewer	LF	1108	\$4.50	\$4,986.00
5	15" Clean and TV sanitary sewer	LF	400	\$6.50	\$2,600.00
31	6" - 18" Post TV Inspection After Rehabilitation	LF	5787	\$2.25	\$13,020.75
35	Root removal	LF	812	\$7.00	\$5,684.00
<b>ITEM NO. 4 ITEMS</b>					
43	8" - 12" Point repair ( 0'- 8' deep )	EA	1		\$0.00
44	8" - 12" Point repair ( 8'- 12' deep )	EA	1		\$0.00
59	Trench safety	LF	50		\$0.00
60	Install New 4' DIA manhole 0' - 6' deep	EA	3		\$0.00
61	Extra depth 4' DIA manhole over 6' deep	VF	1		\$0.00
<b>ITEM NO. SUPPLEMENTAL ITEMS</b>					
1	Internal reconnects	EA	68	\$250.00	\$17,000.00
3	Repair/Rehab 2" Asphalt pavement	SY		\$75.00	\$0.00
4	Repair/Rehab 8" Flex base	SY		\$70.00	\$0.00
12	Traffic control	DAY	20	\$525.00	\$10,500.00
23	Travel and Mobilization- TML Region 15 (Tyler-Longview)	EA	2	\$1,500.00	\$3,000.00
<b>TOTAL BASE BID</b>					<b>\$339,450.50</b>
<b>ADDITIONAL ITEMS</b>					
<b>TOTAL MISC/SUPP</b>					<b>\$0.00</b>
<b>TOTAL BID</b>					<b>\$339,450.50</b>

“Granite Inliner has provided pricing for all items for which line item pricing has is under contract with the Texas BuyBoard. Granite Inliner does not have line item pricing for new manhole installations/point repairs/pavement at this time. Granite Inliner offers to perform this work directly to and for The City of Tyler under a separate work order, purchase order, or contract”.

Owner: City of Tyler, Texas  
 Proj Name: SANITARY SEWER SYSTEMWIDE IMPROVEMENTS-PH I



Engineer: LAN  
 Proj No.  
 Bid date/Time: 18-Jun-19

Additional Items not included in Texas BuyBoard Pricing

Item #	Description	Unit	Quantity	BID	
				Unit Price	Amount
<b>Point Repair and manholes</b>					
43	8" - 12" Point repair ( 0'- 8' deep )	EA	1	\$4,500.00	\$4,500.00
44	8" - 12" Point repair ( 8'- 12' deep)	EA	1	\$5,850.00	\$5,850.00
59	Trench safety	LF	50	\$1.00	\$50.00
60	Install New 4' DIA manhole 0' - 6' deep	EA	5	\$7,000.00	\$35,000.00
61	Extra depth 4' DIA manhole over 6' deep	VF	4	\$800.00	\$3,200.00
<b>Point repair totals</b>					\$48,600.00

"Granite Inliner has previously provided pricing for all items for which line item pricing is under contract with the Texas BuyBoard. Granite Inliner does not have line item pricing for new manhole installations/point repairs/pavement within the Texas BuyBoard Contract. Granite Inliner offers to perform this work directly to and for The City of Tyler under a separate work order, purchase order, or contract".

RESOLUTION NO. R-2019-\_\_

A RESOLUTION OF THE TYLER, TEXAS CITY COUNCIL DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT.

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

WHEREAS, the City of Tyler, Texas (the "Issuer") reserves the right to issue debt for the construction of the Cured-In-Place-Pipe Package, BOND-CD-001-GM04 BuyBoard 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 \$321,065.50.

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

PASSED AND APPROVED, this the 10th day of July, 2019.

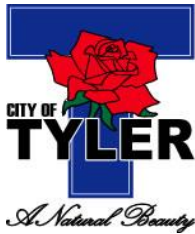
MARTIN HEINES, MAYOR OF THE CITY OF TYLER, TEXAS

ATTEST:

APPROVED:

CASSANDRA BRAGER, CITY CLERK

CITY ATTORNEY



## CITY OF TYLER CITY COUNCIL COMMUNICATION

**Agenda Number:** R-3

**Date:** July 10, 2019

**Subject:** Request that the City Council authorize the City Manager to sign the application for the 2019 Better Utilizing Investments to Leverage Development “BUILD” Grant and approve a Resolution of Support to enhance South Broadway infrastructure and streetscaping from Front Street to Erwin Street.

**Page:** 1 of 2

The Better Utilizing Investments to Leverage Development “BUILD” Transportation Discretionary Grant program provides a unique opportunity for the Department of Transportation to invest in road, rail, transit and port projects that promise to achieve national objectives. This was previously known as Transportation Investment Generating Economic Recovery, or TIGER Discretionary Grants.

Tyler applied for this grant last year; however, the City did not receive the funds. This year the City is partnering with Smith County to enhance the application. The City’s portion of the request is \$6,250,000 with funding of 80 percent from the grant (\$5,000,000) and 20 percent from the City of Tyler (\$1,250,000). The focus is on a Complete Streets Enhancement project for South Broadway from Front Street to Erwin Street. This section is the City’s gateway corridor to downtown. Complete Streets are on the grant’s list of eligible projects. A Complete Street provides safe mobility for all users, including bicyclists, pedestrians and transit vehicles, while also economically stimulating downtown by facilitating improvements to the infrastructure and streetscape. The project would include lighting, wider sidewalks, American Disabilities Act (ADA) crosswalks, landscape medians to alleviate safety concerns, burying of the power lines, creating landscape islands along the sidewalks to enhance the inviting atmosphere, site furniture, wayfinding signage and other items.

If awarded, staff proposes that the 20 percent match by the City of Tyler could be allocated from the Capital Improvement Project fund. Possible reallocation of funds may include availability from the annual sidewalk program with approximately \$1.7 million available.

The project scope was derived from a completely pro-bono team that included Fitzpatrick Architects, Aqueous Engineering and City staff. The application deadline is July 15, 2019 and notification of successful applications will be some time in December 2019.

**Agenda Number: R-3**

**Page: 2 of 2**

Creating the opportunity to apply for and possibly receive these funds would continue the public investment in the economic growth and revitalization of Downtown Tyler, relating directly to objectives outlined in Chapter 4 of the Tyler 1<sup>st</sup> Comprehensive Plan, pertaining to the Downtown Master Plan. This type of funding would also support the Industry Growth Initiative (IGI) Arts & Entertainment Action Steps, step number four: to develop and implement a Streetscape Plan for Downtown. Both the Tyler 1<sup>st</sup> Comprehensive Plan and the IGI were developed with extensive citizen involvement and represent two of the guiding documents for future planning and strategic planning within the City of Tyler.

**RECOMMENDATION:**

It is recommended that City Council authorize the City Manager to sign the application for the 2019 BUILD Grant and approve a Resolution of Support to enhance South Broadway infrastructure and streetscaping from Front Street to Erwin Street.

**Drafted/Recommended By:  
Department Leader**



**Stephanie Franklin  
Managing Director**

**Edited/Submitted By:  
City Manager**





## CITY OF TYLER CITY COUNCIL COMMUNICATION

**Agenda Number:** M-1

**Date:** July 10, 2019

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

**Page:** 1 of 2

**Item Reference:** June 11, 2014, Agenda Item C-A-1

In December 1999, the United States Environmental Protection Agency (EPA) issued the National Pollutant Discharge Elimination System (NPDES) Phase II Stormwater Rule. As part of this NPDES rule, the State of Texas has the TPDES General Permit TXR040000 that regulates stormwater discharges from Municipal Separate Storm Sewer Systems (MS4) so that stormwater quality can be managed. The Texas Commission on Environmental Quality (TCEQ) issued the City of Tyler's first MS4 permit in August 2007.

This permit has been renewed as required. The current permit expired December 13, 2018. On January 24, 2019, the TCEQ issued an updated MS4 permit, and municipalities have 180 days to renew. Thus, the City of Tyler must submit a Notice of Intent to comply with the permit as well as submit the updated Stormwater Management Plan (SWMP) detailing how the City intends to comply with the new permit requirements.

The plan addresses the five (5) basic pollution minimum control measures (MCM) as required by the permit:

1. Public Education, Outreach, and Involvement;
  2. Illicit Discharge Detection and Elimination (IDDE);
  3. Construction Site Stormwater Runoff Control;
  4. Post Construction Stormwater Management in New Development and Redevelopment;
  5. Pollution Prevention and Good Housekeeping for Municipal Operations;
  6. MCM Item that does not apply to Tyler, but only to Level 4 MS4s; and
- One (1) additional and optional MCM:
7. Authorization for Construction Activities where the Small MS4 is the Site Operator.

The sixth MSM, Industrial Stormwater Sources, is only required for Level 4 MS4s. The City of Tyler is classified as a Level 3 MS4 because per the 2010 Census, the population of Tyler was 96,900, falling between the Level 3 range of 40,000 to <100,000. Thus, Tyler is below the 100,000 threshold for a Level 4 MS4.

**Agenda Number: M-1**

**Page: 2 of 2**

Revisions to the City of Tyler's current SWMP, thus aligning it with the requirements as promulgated in the new TCEQ Stormwater permit (TXR040000) issued in January 24, 2019, have been completed. Minor revisions were made to the City of Tyler's existing Stormwater Management Plan, and said plan is ready for submittal with the attached NOI.

**RECOMMENDATION:**

It is recommended that the City Council authorize the City Manager to execute a Notice of Intent and submit the revised Tyler "Texas Pollutant Discharge and Elimination System Phase II MS4 Stormwater Management Plan" to the Texas Commission on Environmental Quality.

**ATTACHMENTS:**

1. Previous Council Item, June 11, 2014, Agenda Item C-A-1
2. Phase II MS4 Stormwater Management Plan Revision Summary
3. Stormwater Management Plan Best Management Practices Summary
4. Notice of Intent

**Drafted/Recommended By:  
Department Leader**



**Sara McCracken, Interim Streets &  
Stormwater Manager**

**Edited/Submitted By:  
City Manager**







## CITY OF TYLER CITY COUNCIL COMMUNICATION

**Agenda Number:** C-A-1

**Date:** June 11, 2014

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

**Page:** 1 of 2

### **Item Reference:**

In December, 1999, the United States Environmental Protection Agency (EPA) issued the National Pollutant Discharge Elimination System (NPDES) Phase II Stormwater Rule. All small and medium-sized municipalities that have a storm sewer system are required to apply for a discharge permit for their system and begin monitoring Stormwater quality. The Texas Commission on Environmental Quality (TCEQ) issued their first general permit in August, 2007.

In December, 2013, the TCEQ issued an updated general permit regulating municipal stormwater discharges. Now that the permit has been finalized, the City of Tyler must submit a Notice of Intent to comply with the permit as well as submit the Stormwater Management Plan (SWMP) detailing how the City intends to comply with the new permit requirements.

The plan addresses the five basic minimum pollution control measures required by the permit:

1. Public Education, Outreach, and Involvement
2. Illicit Discharge Detection and Elimination (IDDE)
3. Construction Site Stormwater Runoff Control
4. Post-Construction Stormwater Management in New Development and Redevelopment
5. Pollution Prevention/Good Housekeeping for Municipal Operations

On April 9, 2014, the City Council granted authorization to the City Manager to execute a professional services contract with Jacobs Engineering in order that they make revisions to the City of Tyler’s current SWMP, thus aligning it with the new requirements as promulgated in the new TCEQ Stormwater permit (TXR040000) issued in December, 2013.

**Agenda Number: C-A-1**

**Page: 2 of 2**

Only minor revisions were made to the City of Tyler's existing Stormwater Management Plan.

Attached for Council Review are the following:

- Phase II MS4 Stormwater Management Plan Revision Summary
- Stormwater Management Plan Best Management Practices Summary
- Notice of Intent

**RECOMMENDATION:**

It is recommended that the City Council authorize the City Manager to execute a Notice of Intent and submit the revised Tyler "Texas Pollutant Discharge and Elimination System Phase II MS4 Stormwater Management Plan" to the Texas Commission on Environmental Quality.

**Drafted/Recommended By:  
Department Leader**



**Greg Morgan, Managing Director Utilities and Public Works**

**Edited/Submitted By:  
City Manager**



City of Tyler  
Phase II MS4 Storm Water Management Plan Revision  
Summary

The Texas Commission on Environmental Quality (TCEQ) issued the first of its Phase II Municipal Stormwater General Permits in August 2007 to cities with a population of less than 100,000 in their urbanized areas (Census 2000). In response to the permit, Carter & Burgess, in cooperation with the City of Tyler and stakeholders, compiled a Stormwater Management Plan (SWMP) developing a series of Best Management Practices (BMP) to address six Minimum Control Measures (MCM) as required in the permit. The City had until August 2012, or five years, to fully implement these measures and associated BMPs. The measures included:

1. Public Education and Outreach
2. Public Involvement/Participation
3. Illicit Discharge Detection and Elimination
4. Construction Site Stormwater Runoff Control
5. Post-Construction Stormwater Management
6. Pollution Prevention and Good Housekeeping

The City of Tyler was successful in developing and implementing these measures and associated BMPs during their first Phase II Municipal Stormwater General Permit and annually reported such to the TCEQ. However, the permit expired in August 2012 and the TCEQ recently promulgated a new Stormwater General Permit which became effective in December 2013.

As a consequence, the City of Tyler was given 180 days from the issuance of the new permit to revise their current SWMP, and to submit it along with a Notice of Intent (NOI) to the TCEQ by June 11, 2014.

On April 2014 the City Council granted authorization to the City Manager to execute a professional services contract with Jacobs Engineering in order that they make revisions to the City of Tyler's current SWMP, thus aligning it with the new requirements as promulgated in the new TCEQ Stormwater Permit (TXR040000) issued in December 2013.

City staff in cooperation with Jacobs Engineering reviewed the existing SWMP to assess the plan's BMPs for their overall effectiveness and relevancy against the requirements of the new permit. Annual goals for the new five year permit were established in the new SWMP. Many of the City's BMPs stayed the same as they were successful during the first permit term. A conscious effort was made to adjust or incorporate BMPs that were already being performed by City staff, in order that we receive TCEQ reporting credit for what we're already doing. The new Stormwater General Permit addresses 5 basic Minimum Control Measures:

1. Public Education, Outreach, and Involvement
2. Illicit Discharge Detection and Elimination (IDDE)
3. Construction Site Storm Water Runoff Control
4. Post-Construction Storm Water Management in New Development and Redevelopment
5. Pollution Prevention/Good Housekeeping for Municipal Operations

The most noticeable change in the new TCEQ permit is that Public Education and Outreach and Public Involvement and Participation were combined. And, the Tyler Pounds Airport was added in Tyler's Urbanized Area, due to its recent annexation in 2012.

The following list identifies the Best Management Practices that were added as a result of the TCEQ's new Stormwater Permit. New BMPs are listed under the corresponding Minimum Control Measure:

1. Public Education, Outreach, and Involvement
  - a) PE 8 - Facility Tours (Lake Palestine WTP and Recycling Center)
2. Illicit Discharge Detection and Elimination (IDDE)
  - a) ID 9 - Illicit discharge training (City Staff)
  - b) ID 10 - Pet waste management
3. Post-Construction Storm Water Management in New Development and Redevelopment
  - a) PC 4 - Sedimentation control at City facilities
4. Pollution Prevention/Good Housekeeping for Municipal Operations
  - a) GH 10 - Airport operations
  - b) GH 11 - Facilities and control inventory
  - c) GH 12 - Municipal operation and maintenance activities
  - d) GH 13 - Contractor oversight
  - e) GH 14 - Good housekeeping cleanup

In conclusion, no major foundational changes were necessary in order to align the City's existing SWMP with the new Stormwater General Permit. However, certain new BMPs were added in order to meet new TCEQ requirements, or to improve the relevancy and overall efficiency of the City's plan.

SWMP	STORM WATER MANAGEMENT PROGRAM					PROGRAM SUMMARY
	The table below lists the measurable goals developed for each BMP and the year in which they are to be implemented.					
BMP	DESCRIPTION	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
PE/PI-1	Utility Bill Inserts	2 Inserts mailed	2 Inserts mailed	2 Inserts mailed	2 Inserts mailed	None
PE/PI-2	Storm Water Brochures	Report number of brochures printed per year	Report number of brochures printed per year	Report number of brochures printed per year	Report number of brochures printed per year	Report number of brochures printed per year
PE/PI-3	Storm Water Web Site	Maintain existing web page and links	Maintain existing web page and links	Maintain existing web page and links	Maintain existing web page and links	Maintain existing web page and links
PE/PI-4	Public Service Announcements/Social Media	Social Media Posts	Social Media Posts	Social Media Posts	Social Media Posts	Social Media Posts
PE/PI-5	School Book Covers	1 cover per student	1 cover per student	1 cover per student	1 cover per student	1 cover per student
PE/PI-6	Storm Drain Marking By City Staff	Updated GIS map of marked inlets	Updated GIS map of marked inlets	Updated GIS map of marked inlets	Updated GIS map of marked inlets	Updated GIS map of marked inlets
PE/PI-7	Stream Cleanup Projects	At least 1 clean up event	At least 1 clean up event	At least 1 clean up event	At least 1 clean up event	At least 1 clean up event
PE/PI-8	Facility Tours	Conduct at least 5 facility tours/year	Conduct at least 5 facility tours/year	Conduct at least 5 facility tours/year	Conduct at least 5 facility tours/year	Conduct at least 5 facility tours/year
PE/PI-9	Adopt A Street, Park Or Spot	Report on number of adoption per year	Report on number of adoption per year	Report on number of adoption per year	Report on number of adoption per year	Report on number of adoption per year
ID-1	Storm Drain System Outfall Mapping	1 watershed per year-outfalls mapped	1 watershed per year-outfalls mapped	1 watershed per year-outfalls mapped	1 watershed per year-outfalls mapped	1 city-wide GIS map
ID-2	Dry Weather Screening	Outfall screening procedures	Screening outfalls in Black Fork Creek Watershed	Screening outfalls in Mud Creek Watershed	Screening outfalls in Gilley and Indian Creek Watershed	Outfall Screening Map
ID-3	Illicit Discharge Investigations	List of investigations, Written Procedures	List of Investigations	List of Investigations	List of Investigations	List of Investigations
ID-4	Illicit Discharge Ordinance	Enforce existing ordinance	Enforce existing ordinance	Enforce existing ordinance	Enforce existing ordinance	Enforce existing ordinance
ID-5	Reduce Sanitary Sewer Overflows	Clean 400,000 ft <sup>3</sup> /yr, TV 40,000 ft <sup>3</sup> /yr, visual inspection logs	Clean 400,000 ft <sup>3</sup> /yr, TV 40,000 ft <sup>3</sup> /yr, visual inspection logs	Clean 400,000 ft <sup>3</sup> /yr, TV 40,000 ft <sup>3</sup> /yr, visual inspection logs	Clean 400,000 ft <sup>3</sup> /yr, TV 40,000 ft <sup>3</sup> /yr, visual inspection logs	Visual inspection logs
ID-6	Solid Waste Collection Events	At least 2 events/yr	At least 2 events/yr	At least 2 events/yr	At least 2 events/yr	None
ID-7	Reduce Illegal Dumping	At least 6 cameras at dump sites. Update map of cameras and active dump sites 1/yr	At least 6 cameras at dump sites. Update map of cameras and active dump sites 1/yr	At least 6 cameras at dump sites. Update map of cameras and active dump sites 1/yr	At least 6 cameras at dump sites. Update map of cameras and active dump sites 1/yr	At least 6 cameras at dump sites. Update map of cameras and active dump sites 1/yr
ID-8	Reduce Failing Septic Systems	Number of brochures produced per year	Number of brochures produced per year	Number of brochures produced per year	Number of brochures produced per year	Number of brochures produced per year
ID-9	Illicit Discharge Training	Departmental List, Training outline and materials	1 training/year	1 training/year	1 training/year	Revised training, if needed
ID-10	Pet Waste Management	Map of stations, Number of supplies ordered	Number of supplies ordered	Number of supplies ordered	Number of supplies ordered	Number of supplies ordered
C-1	Enforce Erosion Control Ordinance	List of enforcement orders or fines	List of enforcement orders or fines	List of enforcement orders or fines	List of enforcement orders or fines	List of enforcement orders or fines
C-2	Erosion Control Plan Review Procedures	Review 100% of plans submitted List/Map of active construction sites	Review 100% of plans submitted List/Map of active construction sites	Review 100% of plans submitted List/Map of active construction sites	Review 100% of plans submitted List/Map of active construction sites	Review 100% of plans submitted List/Map of active construction sites
C-3	Construction Site Inspections	Inspection checklist, Written procedures, List of construction site inspections	List of construction site inspections	List of construction site inspections	List of construction site inspections	List of construction site inspections
C-4	Construction General Permit Training	Advertisement, if available, Staff training documents	Advertisement, if available	Advertisement, if available	Advertisement, if available	Advertisement, if available
C-5	Storm Water Hotline for Receipt of Public Comment	List of comments/ complaints	List of comments/ complaints	List of comments/ complaints	List of comments/ complaints	List of comments/ complaints
PC-1	Post Construction Ordinance	List of enforcement actions	List of enforcement actions	List of enforcement actions	List of enforcement actions	List of enforcement actions
PC-2	Post-Construction BMP Manual	None	None	None	Revised pages, if needed	None
PC-3	Long Term Operation and Maintenance of BMPs	GIS Map, Semi-annual inspection of public infrastructure BMPs	Updated GIS Map, Semi-annual inspection of public infrastructure BMPs	Updated GIS Map, Semi-annual inspection of public infrastructure BMPs	Updated GIS Map, Semi-annual inspection of public infrastructure BMPs	Updated GIS Map, Semi-annual inspection of public infrastructure BMPs
PC-4	Sediment Control at City Facilities	1 Rock Check Dam Containment Berms	Inspection checklist/log	Inspection checklist/log	Inspection checklist/log	Inspection checklist/log
GH-1	Storm Water Pollution Prevention Training	Training 1/year	Training 1/year	Training 1/year	Training 1/year	Training 1/year
GH-2	Used Tire and Battery Recycling	Number of batteries recycled	Awning over used tires, Number of batteries and used tires recycled	Number of batteries and used tires recycled	Number of batteries and used tires recycled	Number of batteries and used tires recycled
GH-3	Vehicle Washing	Clean at least once/year	Clean at least once/year	Clean at least once/year	Clean at least once/year	Clean at least once/year
GH-4	Vehicle Fueling	UST system report	UST system report	UST system report	UST system report	UST system report
GH-5	Landscape and Lawn Care	At least 2 staff with Pesticide Applicator License	At least 2 staff with Pesticide Applicator License	At least 2 staff with Pesticide Applicator License	At least 2 staff with Pesticide Applicator License	At least 2 staff with Pesticide Applicator License
GH-6	Roadway Cleaning	17,000 lane miles	10,000 lane miles	10,000 lane miles	10,000 lane miles	2,000 lane miles
GH-7	Storm Drain System Operation and Maintenance	Inspection/Cleaning Logs	Inspection/Cleaning Logs	Inspection/Cleaning Logs GIS map	GIS map of problem areas, Inspection Schedules, Inspection/Cleaning Logs, Updated GIS map	Updated GIS map
GH-8	MS4 Facility Specific SOP	Revised SOP Manual	Revised SOP Manual	Maintain SOPs specific for each facility	Maintain SOPs specific for each facility	Maintain SOPs specific for each facility
GH-9	Used Oil Collection & Recycling	Report on volume of oil recycled	Report on volume of oil recycled	Report on volume of oil recycled	Report on volume of oil recycled	Report on volume of oil recycled
GH-10	Airport Operations	Inspection Date Outfall and Drainage Area Map	Inspection dates Updated maps if outfalls change	Inspection dates Updated maps if outfalls change	Inspection dates Updated maps if outfalls change	Inspection dates Updated maps if outfalls change
GH-11	City Facilities and Control Inventory	GIS map and list Assessment checklist Assessment results	Assessment results Updated GIS map	Assessment results Updated GIS map	Assessment results List of high priority facilities Updated GIS map	Inspections forms for high priority facilities Updated GIS map
GH-12	Municipal Operation and Maintenance Activities	Assessment results List of pollutants of concern	List of PP measures and/or structural controls	Inspection log Maintenance log	Inspection log Maintenance log	Inspection log Maintenance log
GH-13	Contractor Oversight	None	Contract language	Oversight procedures	# of contracts issued	# of contracts issued
GH-14	Good Housekeeping Cleanup	Date of annual cleanup	Date of annual cleanup	Date of annual cleanup	Date of annual cleanup	Date of annual cleanup



# TCEQ Notice of Intent (NOI) for Stormwater Discharges from Small Municipal Separate Storm Sewer Systems (MS4) under the TPDES Phase II MS4 General Permit (TXR040000)

### IMPORTANT:

- Use the [INSTRUCTIONS](#) to fill out each question in this form.
- Use the [CHECKLIST](#) to make certain you filled out all required information. Incomplete applications WILL delay approval or result in automatic denial.
- Once processed your authorization can be viewed at: [http://www2.tceq.texas.gov/wq\\_dpa/index.cfm](http://www2.tceq.texas.gov/wq_dpa/index.cfm)

### APPLICATION FEE:

- You must pay the **\$100** Application Fee to TCEQ for the paper application to be complete.
- Payment and NOI must be mailed to separate addresses.
- Did you know you can pay on line?
  - Go to <https://www3.tceq.texas.gov/epay/index.cfm>
  - Select Fee Type: GENERAL PERMIT MS4 PHASE II STORM WATER DISCHARGE NOI APPLICATION
- **Provide your payment information below, for verification of payment:**

Mailed	<input checked="" type="checkbox"/>	Check/Money Order No.: _____	
		Name Printed on Check: <u>Jacobs Engineering for City of Tyler</u>	
EPAY	<input type="checkbox"/>	Voucher No.: _____	
		Is the Payment Voucher copy attached?	<input type="checkbox"/> Yes

**One (1) copy of the NOI and Stormwater Management Program (SWMP) with the completed SWMP Cover Sheet MUST be submitted with the original NOI and SWMP.**

Is the copy attached?  Yes

### RENEWAL: Is this NOI a Renewal of an existing Phase II MS4 General Permit Authorization?

**(Note: An authorization cannot be renewed after June 11, 2014.)**

- Yes The existing authorization number is: TXR040041  
**(If an authorization number is not provided, a new number will be assigned.)**
- No

**1) OPERATOR (Applicant)**

- a. If the applicant is currently a customer with TCEQ, what is the Customer Number (CN) issued to this entity? You may search for your CN at:  
<http://www12.tceq.texas.gov/crpub/index.cfm?fuseaction=cust.CustSearch>  
CN 600335657
  
- b. What is the Legal Name of the entity (applicant) applying for this permit?  
City of Tyler  
(The exact legal name must be provided.)
  
- c. What is the name and title of the person signing the application? The person must be an executive official meeting signatory requirements in 30 TAC 305.44(a).  
Prefix (Mr. Ms. Miss): Mr.  
First/Last Name: Mark McDaniel Suffix: \_\_\_\_\_  
Title: City Manager Credential: \_\_\_\_\_
  
- d. What is the contact information for the Operator Contact (Responsible Authority)? The mailing address must be recognized by the US Postal Service. You may verify the address at:  
<https://tools.usps.com/go/ZipLookupAction!input.action>  
Phone Number: (903) 531-1085 Ext: \_\_\_\_\_ Fax Number: (903) 531-1259  
E-mail: cnicolardi@tylertexas.com  
Mailing Address: P.O. Box 2039  
Internal Routing (Mail Code, Etc.): \_\_\_\_\_  
City: Tyler State: Texas ZIP Code: 75710  
If outside USA: Territory: \_\_\_\_\_ Country Code: \_\_\_\_\_ Postal Code: \_\_\_\_\_
  
- e. Indicate the type of Customer (The instructions will help determine your customer type):  
 Federal Government       State Government       County Government  
 City Government       Other Government
  
- f. Number of Employees:  
 0-20;       21-100;       101-250;       251-500; or       501 or higher

**2) BILLING ADDRESS**

The Operator is responsible for paying the annual fee. The annual fee will be assessed to authorizations active on September 1 of each year. TCEQ will send a bill to the address provided in this section. The Operator is responsible for terminating the permit when it is no longer needed.

Is the billing address the same as the Operator Address?

Yes, go to Section 3).

No, complete section below

Phone Number: \_\_\_\_\_ Ext: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Internal Routing (Mail Code, Etc.): \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_  
Mailing Information if outside USA:  
Territory: \_\_\_\_\_ Country Code: \_\_\_\_\_ Postal Code: \_\_\_\_\_

### 3) REGULATED ENTITY (RE) INFORMATION

If the site of your business is part of a larger business site or if other businesses were located at this site before yours, a Regulated Entity Number (RN) may already be assigned for the larger site. Use the RN assigned for the larger site. Search TCEQ's Central Registry to see if the larger site may already be registered as a regulated site at:

<http://www12.tceq.texas.gov/crpub/index.cfm?fuseaction=regent.RNSearch>.

If the site is found, provide the assigned Regulated Entity Reference Number and provide the information for the site to be authorized through this application below. The site information for this authorization may vary from the larger site information.

- a. TCEQ issued RE Reference Number (RN):      RN 105481279
- b. Name that is used to identify the small MS4 (Example: City of XXX MS4)  
City of Tyler MS4
- c. Provide a brief description of the regulated MS4 boundaries: (Example: Area within the City of XXXX limits that is located within the xxx (e.g. Dallas) urbanized area):  
Area within the City of Tyler corporate limits that is located within the Tyler urbanized area
- d. County where the largest residential population exists within the regulated MS4 boundaries:  
Smith County

Is the MS4 located within additional counties?

Yes – If Yes, what county (or counties)?

No

- e. Latitude: 32.3032 N      Longitude: 95.2945 W

### 4) GENERAL CHARACTERISTICS

- a. Is the project/site located on Indian Country Lands?  
 Yes – If Yes, you must obtain authorization through EPA, Region 6.  
 No
- b. What is applicant's Standard Industrial Classification (SIC) code?  
SIC Code: 9111
- c. What is the category or level of the MS4 based on the population served?  
 **Level 1:** Operators of traditional small MS4s that serve a population of less than 10,000 within an urbanized area (UA).  
 **Level 2:** Operators of traditional small MS4s that serve a population of at least 10,000 but less than 40,000 within an UA.

This category also includes all non-traditional small MS4s such as counties, drainage districts, transpiration entities, military bases, universities, colleges, correctional institutions, municipal utility districts and other special districts regardless of population served within the UA, unless the non-traditional MS4 can demonstrate that it meets the criteria for a waiver from permit coverage based on the population served.



**Level 3:** Operators of traditional small MS4s that serve a population of at least 40,000 but less than 100,000 within an UA.

**Level 4:** Operators of traditional small MS4s that serve a population of 100,000 or more within an UA.

d. Has TCEQ “designated” the small MS4 as needing coverage under this general permit?

Yes

No - If No and no portion of the small MS4 is located within an UA as determined by the 2000 or 2010 Decennial Census by the U.S Bureau of Census requiring a NOI be submitted, the operator is not eligible for coverage under this general permit through the NOI.

e. What is your annual reporting year?

Calendar year

MS4 general permit year

Fiscal year – If Fiscal year, what is the last day of the fiscal year? 9/30/2014

f. Stormwater Management Program (SWMP)

1. I certify that the SWMP submitted with this Notice of Intent has been developed according to the provisions of this general permit TXR040000.

Yes

No – If No, the application is considered incomplete and may be returned.

2. I certify that the SWMP Cover Sheet is completed and attached to the front of the SWMP.

Yes

No – If No, the application is considered incomplete and may be returned.

3. Who is the person responsible for implementing or coordinating implementation of the SWMP? (Note: All contact information requested below is required.)

First/Last Name: Clayton Nicolardi, P.E.

Title: Environmental Compliance Engineer Company: City of Tyler

Phone Number: (903) 531-1085 Ext: \_\_\_\_\_ Fax Number: (903) 531-1259

E-mail: cnicolardi@tylertexas.com

Mailing Address: P.O. Box 2039

Internal Routing (Mail Code, Etc.): \_\_\_\_\_

City: Tyler State: Texas ZIP Code: 75710

g. 7th Minimum Control Measure (MCM) for Municipal Construction Activities

1. Is the MCM for authorization to discharge stormwater from municipal construction activities included with the attached SWMP?

Yes – If Yes, what are the boundaries within which those activities will occur?

(Note: If the boundaries are located outside of the urbanized area, then the entire SWMP must also incorporate the additional areas.)

No

2. Is the discharge or potential discharge from regulated construction activities within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer?

- Yes – If Yes, please note that a copy of the agency approved Water Pollution Abatement Plan (WPAP) required by the Edward Aquifer Rule (30 TAC Chapter 213) must be either included or referenced in the construction stormwater pollution prevention plan(s).

No

**h. Discharge Information**

1. What is the name of the water body (ies) receiving stormwater from the MS4?

Black Fork Creek, Butler Creek, Gilley Creek, Harris Creek, Henshaw Creek, Hill Creek, Indian Creek, Shackelford Creek, West Mud Creek, and Willow Creek

2. What is the classified segment(s) that receives discharges, directly or indirectly, from the small MS4?

Segment 0605 - Lake Palestine, Segment 0606 - Neches River Above Lake Palestine, Segment 0611 - Angelina River Above Sam Rayburn Reservoir, Segment 0613 - Lake Tyler/Lake Tyler East

3. Are any of the surface water body (ies) receiving discharges from the small MS4 on the latest EPA-approved Clean Water Act (CWA) §303(d) list of impaired waters?

Yes – If Yes:

What is the name of the impaired water body (ies) receiving the discharge from the small MS4?

Lake Palestine, Neches River above Lake Palestine, Angelina River above Sam Rayburn Reservoir

What are the pollutants of concern?

pH, bacteria, and depressed dissolved oxygen

No

4. Is the discharge into any other MS4 prior to discharge into surface water in the state?

Yes – If Yes, what is the name of the MS4 Operator?

Some areas may discharge to Smith County MS4 prior to discharge to

No surface waters of the state

**i. Edwards Aquifer**

Is the discharge or potential discharge from the MS4 within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer?

Yes - If Yes, complete certification below by checking "Yes".

No

I certify that a copy of the TCEQ approved WPAP required by the Edwards Aquifer Rule (30 TAC Chapter 213) is either included or referenced in the SWMP.

Yes

**j. Public Participation Process**

The Office of Chief Clerk will send the operator or person responsible for publishing, the notice of the executive director's preliminary determination of the NOI and SWMP, in a newspaper of general circulation in the county where the small MS4 is located. If multiple

counties, notice must be published at least once in the newspaper of general circulation in the county containing the largest resident population.

The applicant must file with the Chief Clerk a copy of an affidavit of the publication within 60 days of receiving the written instructions from the Office of Chief Clerk.

1. I will comply with the Public Participation requirements described in Part II.E.12 of the general permit.

Yes

No – If No, coverage under this general permit is not obtainable.

2. Who is the person responsible for publishing notice of the executive director's preliminary determination on the NOI and SWMP? (Note: All contact information requested below is required.)

First/Last Name: Clayton Nicolardi, P.E.

Title: Environmental Compliance Engineer Company: City of Tyler

Phone Number: (903) 531-1085 Ext: \_\_\_\_\_ Fax Number: (903) 531-1259

E-mail: cnicolardi@tylertexas.com

Mailing Address: P.O. Box 2039

Internal Routing (Mail Code, Etc.): \_\_\_\_\_

City: Tyler State: Texas ZIP Code: 75710

3. What is the name and location of the public location where copies of the NOI and SWMP, as well as the executive director's general permit and fact sheet, may be reviewed?

Name of Public Place: City of Tyler Water Utilities Administration Office

Address of Public Place: 511 W. Locust Street, Tyler, Texas 75702

County of Public Place: Smith County

## 5) CERTIFICATION

Check Yes to the certifications below. Failure to indicate Yes to **ALL** items may result in denial of coverage under the general permit.

- a. I certify that I have obtained a copy and understand the terms and conditions of the Phase II (Small) MS4 General Permit TXR040000.  Yes
- b. I certify that the small MS4 qualifies for coverage under the general permit TXR040000.  Yes
- c. I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed.  Yes
- d. I understand that authorization active on September 1<sup>st</sup> of each year will be accessed an Annual Water Quality Fee.  Yes

**Operator Certification:**

I, Mark McDaniel City Manager  
*Typed or printed name* *Title*

certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under **30 Texas Administrative Code §305.44** to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
*(Use blue ink)*

## City of Tyler

### Phase II MS4 Storm Water Management Plan Revision Summary

(From the previous Permit effective 13 December 2013

To the current Permit effective 24 January 2019)

In April 2014 the City Council granted authorization to the City Manager to execute a professional services contract with Jacobs Engineering in order that they make revisions to the City of Tyler's then current Stormwater Management Plan (SWMP), thus aligning it with the requirements as promulgated in the TCEQ General Permit TXR040000 that regulates stormwater discharges from Municipal Separate Storm Sewer Systems (MS4), issued 13 December 2013.

City staff in cooperation with Jacobs Engineering (Jacobs) reviewed the existing SWMP to assess the plan's Best Management Practices (BMP) for their overall effectiveness and relevancy against the requirements of the MS4 permit. Annual goals for the new five (5)-year permit were established in the SWMP by Jacobs. Many of the City's BMPs stayed the same as they were successful during the first permit term. A conscious effort was made to adjust and/or incorporate BMPs that were already being performed by City staff, in order that Tyler receive TCEQ reporting credit for what was already current practice. The Stormwater General Permit addressed five (5) basic Minimum Control Measures (MCM):

1. Public Education, Outreach, and Involvement;
2. Illicit Discharge Detection and Elimination (IDDE);
3. Construction Site Storm Water Runoff Control;
4. Post Construction Stormwater Management in New Development and Redevelopment; and
5. Pollution Prevention and Good Housekeeping for Municipal Operations.

The most noticeable change in the new TCEQ permit was that Public Education and Outreach and Public Involvement and Participation were combined. In addition, City's urbanized area (UA) changed as a result of the annexation of the Tyler Pounds Airport was added into Tyler's Urbanized Area in 2012.

The sixth (6<sup>th</sup>) MSM, Industrial Stormwater Sources, was only required for Level 4 MS4s. The City of Tyler is classified as a Level 3 MS4 because per the 2010 Census, the population of Tyler was 96,900, falling between the Level 3 range of 40,000 to <100,000.

After submittal and acceptance of the City's MS4, the seventh (7<sup>th</sup>) MSM, Authorization for Construction Activities where the Small MS4 is the Site Operator, was added. A Notice of Change (NOC) was filed, and the change was incorporated into the permit.

The following list identifies the BMPs that were added, modified, and/or removed from the City's SWMP as a result of the SWMPs renewal as required by the TCEQ's MS4 General Permit, effective 24 January 2019:

1. PE/PI-1 Utility Bill Inserts was eliminated due to its high cost and low rate of return;
2. PE/PI-4 Public Service Announcements (PSA) / Social Media became PE/PI-1;
3. PE/PI-5 School Book Covers became PE/PI-4 School Take Home Folders;
4. ID-3 Illicit Discharge Investigations and ID-4 Illicit Discharge Ordinance became ID-3 Enforcement of Illicit Discharge Ordinance;
  - a. Remaining ID BMPs were renumbered and sorted.
5. ID-10 Pet Waste Management became ID-9;
6. ID-10 Enforcement of FOG Ordinance was added;

7. GH-9 Used Oil Collection and Recycling was rolled into GH-2 Used Tire, Battery, and Oil Recycling due its redundancy;
8. GH-14 Good Housekeeping Cleanup was eliminated due to its overlap with other BMPs;  
and
9. The balance of the BMPs did not change.

## STORMWATER MANAGEMENT PROGRAM - PROGRAM SUMMARY

BMP	DESCRIPTION	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
PE/PI-1	PSAs/Social Media	12 PSA broadcasts and 24 social media posts	12 PSA broadcasts and 24 social media posts	12 PSA broadcasts and 24 social media posts	12 PSA broadcasts and 24 social media posts	12 PSA broadcasts and 24 social media posts
PE/PI-2	Stormwater Literature	Report number of literature pieces printed annually	Report number of literature pieces printed annually	Report number of literature pieces printed annually	Report number of literature pieces printed annually	Report number of literature pieces printed annually
PE/PI-3	Stormwater Web Site	Screen shot of updated web page with annual report link	Screen shot of updated web page with annual report link	Screen shot of updated web page with annual report link	Screen shot of updated web page with annual report link	Screen shot of updated web page with annual report link
PE/PI-4	School Take-Home Folders	1 cover per student	1 cover per student	1 cover per student	1 cover per student	1 cover per student
PE/PI-5	Storm Drain Marking By City Staff	At least 120 inlets marked Updated map - marked inlets	At least 120 inlets marked Updated map - marked inlets	At least 120 inlets marked Updated map - marked inlets	At least 120 inlets marked Updated map - marked inlets	At least 120 inlets marked Updated map - marked inlets
PE/PI-6	Stream Cleanup Projects	At least 1 clean up event	At least 1 clean up event	At least 1 clean up event	At least 1 clean up event	At least 1 clean up event
PE/PI-7	Facility Tours	Conduct at least 5 facility tours/year	Conduct at least 5 facility tours/year	Conduct at least 5 facility tours/year	Conduct at least 5 facility tours/year	Conduct at least 5 facility tours/year
PE/PI-8	Adopt A Street, Park Or Spot	Report on number of adoptions per year	Report on number of adoptions per year	Report on number of adoptions per year	Report on number of adoptions per year	Report on number of adoptions per year
ID-1	Storm Drain System Outfall Mapping	Maintain Existing Map; report number of edits annually	Maintain Existing Map; report number of edits annually	Maintain Existing Map; report number of edits annually	Maintain Existing Map; report number of edits annually	Maintain Existing Map; report number of edits annually
ID-2	Dry Weather Screening	Screen at least four (4) outfalls per month	Screen at least eight (8) outfalls per month	Screen at least eight (8) outfalls per month	Screen at least eight (8) outfalls per month	Screen at least eight (8) outfalls per month
ID-3	Enforce Illicit Discharge Ordinance	List of investigations and enforcement orders	List of investigations and enforcement orders	List of investigations and enforcement orders	List of investigations and enforcement orders	List of investigations and enforcement orders
ID-4	Illicit Discharge Training	1 training/year	1 training/year	1 training/year	1 training/year	1 training/year
ID-5	Reduce Sanitary Sewer Overflows	Clean 400,000 ft/ yr, TV 40,000 ft/yr, visual inspection logs	Clean 400,000 ft/ yr, TV 40,000 ft/yr, visual inspection logs	Clean 400,000 ft/ yr, TV 40,000 ft/yr, visual inspection logs	Clean 400,000 ft/ yr, TV 40,000 ft/yr, visual inspection logs	Visual inspection logs
ID-6	Reduce Failing Septic Systems	Number of brochures produced per year	Number of brochures produced per year	Number of brochures produced per year	Number of brochures produced per year	Number of brochures produced per year
ID-7	Reduce Illegal Dumping	At least 6 cameras at dump sites. Update map of cameras and active dump sites 1/yr	At least 6 cameras at dump sites. Update map of cameras and active dump sites 1/yr	At least 6 cameras at dump sites. Update map of cameras and active dump sites 1/yr	At least 6 cameras at dump sites. Update map of cameras and active dump sites 1/yr	At least 6 cameras at dump sites. Update map of cameras and active dump sites 1/yr
ID-8	Solid Waste Collection Events	At least 2 events/yr	At least 2 events/yr	At least 2 events/yr	At least 2 events/yr	At least 2 events/yr
ID-9	Pet Waste Management	Map of stations, Maintain, Number of supplies ordered	Map of stations, Maintain, Number of supplies ordered	Map of stations, Maintain, Number of supplies ordered	Map of stations, Maintain, Number of supplies ordered	Map of stations, Maintain, Number of supplies ordered
ID-10	Enforce FOG Ordinance	Report GRD inspections and enforcements Annually	Report GRD inspections and enforcements Annually	Report GRD inspections and enforcements Annually	Report GRD inspections and enforcements Annually	Report GRD inspections and enforcements Annually
C-1	Enforce Erosion Control Ordinance	List of enforcement orders or fines	List of enforcement orders or fines	List of enforcement orders or fines	List of enforcement orders or fines	List of enforcement orders or fines
C-2	Erosion Control Plan Review Procedures	Review 100% of plans submitted List/Map of active construction sites	Review 100% of plans submitted List/Map of active construction sites	Review 100% of plans submitted List/Map of active construction sites	Review 100% of plans submitted List/Map of active construction sites	Review 100% of plans submitted List/Map of active construction sites
C-3	Construction Site Inspections	List of construction site inspections	List of construction site inspections	List of construction site inspections	List of construction site inspections	List of construction site inspections
C-4	Construction General Permit Training	Advertisement, if available	Advertisement, if available	Advertisement, if available	Advertisement, if available	Advertisement, if available
C-5	Stormwater Hotline for Receipt of Public Comment	List of comments/ complaints	List of comments/ complaints	List of comments/ complaints	List of comments/ complaints	List of comments/ complaints
PC-1	Post Construction Ordinance	List of enforcement actions	List of enforcement actions	List of enforcement actions	List of enforcement actions	List of enforcement actions
PC-2	Post-Construction BMP Manual	Maintain	Maintain	Maintain	Maintain	Maintain
PC-3	Long Term Operation and Maintenance of BMPs	Maintain GIS Map, Semi-annual inspection of public infrastructure BMPs	Maintain GIS Map, Semi-annual inspection of public infrastructure BMPs	Maintain GIS Map, Semi-annual inspection of public infrastructure BMPs	Maintain GIS Map, Semi-annual inspection of public infrastructure BMPs	Maintain GIS Map, Semi-annual inspection of public infrastructure BMPs
PC-4	Sediment Control at City Facilities	Inspection checklist/log	Inspection checklist/log	Inspection checklist/log	Inspection checklist/log	Inspection checklist/log
GH-1	Stormwater Pollution Prevention Training	Training 1/year	Training 1/year	Training 1/year	Training 1/year	Training 1/year
GH-2	Used Tire, Battery, and Oil Recycling	Number of batteries and used tires recycled	Number of batteries and used tires recycled	Number of batteries and used tires recycled	Number of batteries and used tires recycled	Number of batteries and used tires recycled
GH-3	Vehicle Washing	Clean at least quarterly	Clean at least quarterly	Clean at least quarterly	Clean at least quarterly	Clean at least quarterly
GH-4	Vehicle Fueling	UST system report	UST system report	UST system report	UST system report	UST system report
GH-5	Landscape and Lawn Care	At least 2 staff with Pesticide Applicator License	At least 2 staff with Pesticide Applicator License	At least 2 staff with Pesticide Applicator License	At least 2 staff with Pesticide Applicator License	At least 2 staff with Pesticide Applicator License
GH-6	Roadway Cleaning	At least 10,000 lane miles	At least 10,000 lane miles	At least 10,000 lane miles	At least 10,000 lane miles	At least 10,000 lane miles
GH-7	Storm Drain System Operation and Maintenance	Inspection/Cleaning Logs; Maintain GIS Map	Inspection/Cleaning Logs; Maintain GIS Map	Inspection/Cleaning Logs; Maintain GIS Map	Inspection/Cleaning Logs; Maintain GIS Map	Inspection/Cleaning Logs; Maintain GIS Map
GH-8	MS4 Facility Specific SOP	Maintain SOPs specific for each facility	Maintain SOPs specific for each facility	Maintain SOPs specific for each facility	Maintain SOPs specific for each facility	Maintain SOPs specific for each facility
GH-9	Airport Operations	Inspection dates, Maintain maps	Inspection dates, Maintain maps	Inspection dates, Maintain maps	Inspection dates, Maintain maps	Inspection dates, Maintain maps
GH-10	City Facilities and Control Inventory	Assessment results, Maintain GIS map	Assessment results, Maintain GIS map	Assessment results, Maintain GIS map	Assessment results, Maintain GIS map	Assessment results, Maintain GIS map
GH-11	Municipal Operation and Maintenance Activities	Assessment results List of pollutants of concern	List of PP measures and/or structural controls	Inspection log Maintenance log	Inspection log Maintenance log	Inspection log Maintenance log
GH-12	Contractor Oversight	# of contracts issued	# of contracts issued	# of contracts issued	# of contracts issued	# of contracts issued
7 <sup>th</sup> MCM	Master Construction SWP3	Maintain and update SWP3 Report on # of construction sites	Maintain and update SWP3 Report on # of construction sites	Maintain and update SWP3 Report on # of construction sites	Maintain and update SWP3 Report on # of construction sites	Maintain and update SWP3 Report on # of construction sites



**Notice of Intent (NOI) for Small Municipal  
Separate Storm Sewer Systems (MS4) authorized  
under TPDES Phase II MS4 General Permit  
TXR040000**

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**IMPORTANT:**

Use the [INSTRUCTIONS](#) to fill out each question in this form.

Once approved, your permit authorization can be viewed at:

<http://www.tceq.texas.gov/goto/wq-dpa>

**APPLICATION FEE:**

You must pay the **\$400** Application Fee to TCEQ for the application to be complete.

Payment and NOI must be mailed to separate addresses.

You can pay online at: <http://www.tceq.texas.gov/goto/epay>

Select Fee Type: GENERAL PERMIT MS4 PHASE II STORMWATER DISCHARGE NOI APPLICATION

**Provide your payment information below, for verification of payment:**

Mailed      Check/Money Order Number:

Check/Money Order Amount:

Name Printed on Check:

EPAY      Voucher Number:

Is a copy of the Payment Voucher enclosed?     Yes

**One (1) copy of the NOI, Stormwater Management Program (SWMP) cover sheet, and SWMP MUST be submitted with the original NOI, SWMP cover sheet, and SWMP.**

Is the copy attached?     Yes

**REASON FOR APPLICATION:**

Select the reason you are submitting this application:

New authorization

Renewal of authorization number: TXR040041

**Note: An authorization cannot be renewed after July 23, 2019**



## Section 1. OPERATOR (Applicant)

- a) If the applicant is currently a customer with TCEQ, what is the Customer Number (CN) issued to this entity? CN 600335657
- b) What is the exact Legal Name of the entity (applicant) applying for this permit?  
City of Tyler
- c) Complete and attach a Core Data Form (TCEQ-10400) for this customer.

## Section 2. ANNUAL BILLING CONTACT

The operator is responsible for paying the annual water quality fee. The annual fee will be assessed to permits active on September 1 of each year. TCEQ will send a bill to the address provided in this section. The operator is responsible for terminating the permit when it is no longer needed.

Provide the name and contact information of the billing contact.

Prefix (Mr. or Ms.): Mr.

First and Last Name: Paul Neuhaus

Title: Environmental Compliance Engineer

Organization Name: City of Tyler

Phone Number: 903-531-1085

Fax Number:

Email: pneuhaus@tylertexas.com

Mailing Address: 511 W Locust St

City, State, and Zip Code: Tyler, TX 75702

## Section 3. APPLICATION CONTACT

This is the person TCEQ will contact if additional information is needed about this application.

Provide the name and contact information of the application contact.

Prefix (Mr. or Ms.): Mr.

First and Last Name: Paul Neuhaus

Title: Environmental Compliance Engineer

Organization Name: City of Tyler

Phone Number: 903-531-1085

Fax Number:

Email: pneuhaus@tylertexas.com

Mailing Address: 511 W Locust St

City, State, and Zip Code: Tyler, TX 75702

#### Section 4. REGULATED ENTITY (RE) INFORMATION FOR SITE

- a) If this is an existing permitted site, what is the Regulated Entity Number (RN) issued to this site? RN 105481279
- b) Name of site as known by the local community:  
City of Tyler MS4
- c) Name of the urbanized area(s) the Phase II MS4 is located within:  
Tyler
- d) Provide a brief description of the regulated MS4 boundaries: *Example: Area within the City of XXXX limits that is located within the xxx urbanized area:*  
Area within the City of Tyler corporate limits that is located within the Tyler urbanized area.

#### Section 5. GENERAL CHARACTERISTICS

- a) Is this site located on Indian Country Lands?
- Yes, do not submit this form. You must obtain authorization through U.S. EPA Region 6.
- No, continue to item b
- b) Has TCEQ formally “designated” the small MS4 as needing coverage under this general permit?
- Yes. Attach a copy of the documentation sent to the MS4 by TCEQ.
- No
- c) Select the MS4 level, which is based on the population served within the urbanized area (UA) **based on the most recent Decennial Census at the time of issuance of the general permit.**
- Level 1:** Traditional small MS4s with a population of less than 10,000.
- Level 2:** Traditional small MS4s with a population of at least 10,000 but less than 40,000.
- Non-traditional MS4s: This level also includes all non-traditional small MS4s regardless of population unless the non-traditional MS4 can demonstrate that it meets the criteria for a waiver from permit coverage. *Examples of non-traditional small MS4s include counties, drainage districts, transportation entities, military bases, universities, colleges, correctional institutions, municipal utility districts, and other special districts.*
- Level 3:** Traditional small MS4s with a population of at least 40,000 but less than 100,000.
- Level 4:** Traditional small MS4s with a population of 100,000 or more.
- d) What is the estimated current population served by your MS4 (regulated area?)  
103,000 People

e) Is the MS4 part of a coalition?

Yes

No

f) If yes, list the entity names of the coalition members responsible for implementation of the SWMP *and* their unique TXR04#### number.

- |                        |                         |
|------------------------|-------------------------|
| 1. <u>Smith County</u> | <u>TXR04 0040</u>       |
| 2. [REDACTED]          | <u>TXR04</u> [REDACTED] |
| 3. [REDACTED]          | <u>TXR04</u> [REDACTED] |
| 4. [REDACTED]          | <u>TXR04</u> [REDACTED] |
| 5. [REDACTED]          | <u>TXR04</u> [REDACTED] |
| 6. [REDACTED]          | <u>TXR04</u> [REDACTED] |

If needed, add a copy of this page to add more entities.

g) What is your annual reporting year?

Calendar year

Small MS4 General Permit year

MS4 Fiscal year - What is the last month and day of the fiscal year? [REDACTED]

h) Stormwater Management Program (SWMP)

1. I certify that the SWMP submitted with this NOI has been developed according to the provisions of the Small MS4 General Permit TXR040000.  Yes
2. I certify that the SWMP Cover Sheet is completed and attached to the front of the SWMP.  Yes
3. Have the program elements in the previous SWMP been re-assessed and modified and new program elements been developed and implemented, as necessary?  
 Yes  
 No. This facility did not have a previous authorization.
4. Is the optional 7<sup>th</sup> Minimum Control Measure (MCM) for Municipal Construction Activities selected and included with the attached SWMP?  
 No. Continue to Question 5.  
 Yes.  
If yes, is MCM 7 limited to the regulated area within the urbanized area?  
 Yes. Continue to Question 5.  
 No

If No, then MCM 7 is included in the geographic area or boundary outside of the urbanized area. Note: In this case, you must incorporate the entire area

(urbanized and non-urbanized areas) in the SWMP and implement all MCMs 1-7 in the urbanized and non-urbanized areas.

5. Provide the name and contact information of the person responsible for implementing or coordinating implementation of the SWMP.

Prefix (Mr. or Ms.): Mr.

First and Last Name: Paul Neuhaus

Title: Environmental Compliance Engineer

Organization Name: City of Tyler

Phone Number: 903-531-1085

Fax Number:

Email: pneuhaus@tylertexas.com

Mailing Address: 511 W Locust St

City, State, and Zip Code: Tyler, TX 75702

i) Discharge Information

1. What is the name of the waterbody(ies) receiving stormwater discharges from the MS4? Black Fork Creek, Butler Creek, Gilley Creek, Harris Creek, Henshaw Creek, Hill Creek, Indian Creek, Neches River, Shackelford Creek, West Mud Creek, Willow Creek

2. What is the classified segment number(s) that the discharges will eventually reach? 0506A, 0605, 0606C, 0606D, 0606, 0611D, 0611F, 0611

Does the small MS4 discharge directly or indirectly into the classified segment(s)?

Directly

Indirectly

3. Are any of the waterbody(ies) receiving discharges from the small MS4 identified as impaired waters (Category 4 or 5) in the *Texas Integrated Report of Surface Water Quality*?

Yes

What is the name of the impaired waterbody(ies) receiving the discharge from the small MS4? Harris Creek, Black Fork Creek, Lake Palestine, Neches River above Lake Palestine, West Mud Creek, Angelina River above Sam Rayburn Reservoir

What is/are the pollutants(s) of concern? PH, bacteria, and depressed dissolved oxygen

No

4. Does the impaired water body(ies) have a TMDL (Category 4 waterbody)?

Yes

What is/are the pollutants with a TMDL?

No

5. Does your MS4 discharge into any other MS4 entity's jurisdiction prior to discharge into water in the state?

Yes

What is the name of the MS4 operator? Some areas may discharge to Smith County MS4 prior to discharge to surface waters of the state

No

6. Edwards Aquifer Rule

Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, within the Contributing Zone within the Transition Zone, or zero to ten (0 to 10) miles upstream of the Recharge Zone of the Edwards Aquifer?

Yes - **NOTE: A copy of the agency approved Water Pollution Abatement Plan (WPAP) required by the Edwards Aquifer Rule (30 TAC Chapter 213) must be either included or referenced in the SWMP.**

No

- j) Public Participation Process

1. Provide the name and contact information of the person responsible for publishing notice of the executive director's preliminary determination on the MS4's NOI and SWMP?

Prefix (Mr. or Ms.): Mr.

First and Last Name: Paul Neuhaus

Title: Environmental Compliance Engineer

Company: City of Tyler

Phone Number: 903-531-1085

Fax Number: [REDACTED]

Email: pneuhaus@tylertexas.com

Mailing Address: 511 W Locust St

Internal Routing (Mail Code, Etc.): [REDACTED]

City, State, and Zip Code: Tyler, TX 75702

2. Provide the name and location of the public place where copies of the NOI, SWMP, Small MS4 General Permit TXR040000, and general permit fact sheet may be viewed and copied by the public?

Name of Public Place: City of Tyler Water Utilities Administration Office

Address of Public Place: 511 W Locust St

County of Public Place: Smith County

3. Provide the address for the website where the MS4's SWMP and annual report will be posted. www.cityoftyler.org

Do not have a website.

## Section 6. CERTIFICATION

I certify that I have obtained a copy and understand the terms and conditions of the Phase II (Small) MS4 General Permit TXR040000 issued January 24, 2019.

Yes

I certify that the small MS4 qualifies for coverage under the Phase II (Small) MS4 General Permit TXR040000.

Yes

I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed.

Yes

I understand that authorizations active on September 1<sup>st</sup> of each year will be assessed an Annual Water Quality Fee.

Yes

### Operator Certification

Operator Signatory Name: Edward Broussard

Operator Signatory Title: City Manager

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under 30 Texas Administrative Code §305.44 to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Signature (use blue ink): \_\_\_\_\_ Date: \_\_\_\_\_

# STORMWATER MANAGEMENT PROGRAM (SWMP) COVER SHEET

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This cover sheet MUST be attached to the front of the SWMP.

## **Operator**

Operator name: City of Tyler

## **Required Program Elements**

The SWMP needs to include:

- BMPs and measurable goals that are clear, specific, and measurable,
- Annual Reporting Year selected, and
- Estimated population served by the MS4.

## **Legal Authorities**

Include in the SWMP the list of local legal authorities (i.e., ordinance, rule) that the MS4 has adopted to implement any of the MCMs. List all and what MCM they each cover.

## **Minimum Control Measures**

For each MCM, complete the table by entering the page number where the required element can be found in the SWMP

### **MCM 1: Public Education, Outreach, and Involvement**

Table 1: Required Elements for MCM 1

MCM 1 Required Elements	SWMP page number
SWMP includes a stormwater education and outreach program to educate public employees, business, and the general public about hazards associated with the illegal discharges and improper disposal of waste and about the impacts stormwater can have on water quality, and steps they can take to reduce pollutants in stormwater	
Clearly define the goals and objectives of the program based on high-priority community-wide issues	
Identify the target audiences	
Develop or use appropriate educational material	
Procedures to distribute educational material	
Make the educational material available to the target audience at least annually	

MCM 1 Required Elements	SWMP page number
Post the SWMP and annual reports on the MS4's website, if the MS4 has a website	
Include the MS4's website address where the SWMP and annual reports will be found, if the MS4 has a website	
SWMP includes a program that complies with state and local public notice requirements	
Include public input in the implementation of the program	
Include opportunities for citizen to participate in implementation of control measures	
Ensure the public can easily can find information about the SWMP.	
SWMP lists Best Management Practices (BMPs) used to fulfill this MCM. Examples of possible BMPs could be stream-clean-ups, storm drain stenciling, volunteer water quality monitoring, brochures, billboards, and websites.	
SWMP includes measurable goals that are clear, specific, and measurable, and the method of measurement, for addressing stormwater quality	
SWMP has been fully implemented, or includes a schedule of implementation not to exceed five (5) years from the general permit issuance date of January 24, 2019	

## MCM 2: Illicit Discharge Detection and Elimination

Table 2: Required Elements for MCM 2

MCM 2 Required Elements	SWMP page number
Description of the program that will be used to detect, investigate and eliminate illicit discharges. The program includes a plan to detect and address illicit discharges, including illegal dumping to the MS4 system.	
<p>MS4 map: The map includes:</p> <ul style="list-style-type: none"> <li>• Location of all small MS4 outfalls operated by the MS4 and that discharge into waters of the U.S.;</li> <li>• Location and name of all surface waters receiving discharge from the MS4s outfalls;</li> <li>• For Level 3 and 4 small MS4s: Location of MS4 owned or operated facilities and stormwater controls; and</li> <li>• For Level 4 small MS4s: Location of priority areas.</li> </ul>	
Methods for informing and training MS4 field staff	
Procedures for tracing the source of an illicit discharge	



<b>MCM 2 Required Elements</b>	<b>SWMP page number</b>
Procedures for removing the source of the illicit discharge	
Procedures to facilitate public reporting of illicit discharges or water quality impacts associated with discharges into or from the small MS4	
Procedures for responding to illicit discharges and spills	
Procedures for inspections in response to complaints	
<b>For Level 2, 3, and 4 small MS4:</b> Procedures to prevent and correct leaking on-site sewage disposal systems	
<b>For Level 3 and 4 small MS4s:</b> Procedures for follow-up investigation to verify that the illicit discharge has been eliminated	
<b>For Level 4 small MS4s:</b> Procedures for identifying and creating a list of priority areas within the small MS4s likely to have illicit discharges	
<b>For Level 4 small MS4s:</b> Procedures for a dry weather field screening program to assist in detecting and eliminating illicit discharges to the small MS4. Dry weather field screening consists of (1) field observations and (2) field screening.	
<b>For Level 4 small MS4s:</b> Procedures to reduce the discharge of floatables in the small MS4	
SWMP lists BMPs used to fulfill this MCM. Examples of possible BMPs could be hazardous materials disposal opportunities, inspections of the storm sewer system, and dye testing.	
SWMP includes measurable goals that are clear, specific, and measurable, and the method of measurement, for addressing stormwater quality	
SWMP has been fully implemented, or includes a schedule of implementation not to exceed five (5) years from the general permit issuance date of January 24, 2019	

### **MCM 3: Construction Site Stormwater Runoff Control**

Table 3: Required Elements for MCM 3

<b>MCM 3 Required Elements</b>	<b>SWMP page number</b>
Program requires operators of construction sites one acre and greater (including larger common plan) to select, install, implement, and maintain stormwater control measures	
Description of ordinance or other regulatory mechanism to require erosion and sediment controls, as well as sanctions to ensure compliance, to the extent allowable under state and local law	

MCM 3 Required Elements	SWMP page number
Program requires construction site operators to implement BMPs for erosion and sediment control	
Program requires construction site operators to have procedures for initiating and completing soil stabilization measures	
Program requires construction site operators to implement BMPs to control pollutants from equipment and vehicle washing and other wash waters	
Program requires construction site operators to implement BMPs to minimize exposure to stormwater of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste, and other materials	
Program requires construction site operators to implement BMPs to minimize the discharge of pollutants from spills and leaks.	
Program ensures that the construction site has developed a stormwater pollution prevention plan in accordance with the TPDES Construction General Permit TXR150000	
Program prohibits illicit discharges such as wash out wastewater, fuels, oils, soaps, solvents, and dewatering activities	
Procedures for construction site plan review to consider water quality impacts	
Procedures for construction site inspections and enforcement of control measures, to the extent allowable under state and local law	
Procedures for receipt and consideration of information submitted by the public	
Procedures for MS4 staff training	
<b>For Level 3, and 4 small MS4s:</b> Procedures to develop and maintain an inventory of all permitted active public and private construction sites greater than one acre (and sites that are less than one acre if part of larger common plan of development or sale)	
SWMP lists BMPs used to fulfill this MCM. Examples may include: notification to discharger of responsibilities under TPDES CGP; hire staff to review construction site plans; provide a web page for public input on construction activities; perform site inspections and enforcement; provide education and training for construction site operators; and mechanism to prohibit discharges into MS4 where necessary.	
SWMP includes measurable goals that are clear, specific, and measurable, and the method of measurement, for addressing stormwater quality	

MCM 3 Required Elements	SWMP page number
SWMP has been fully implemented, or includes a schedule of implementation not to exceed five (5) years from the general permit issuance date of January 24, 2019	

**MCM 4: Post Construction Stormwater Management in New Development and Redevelopment**

Table 4: Required Elements for MCM 4

MCM 4 Required Elements	SWMP page number
Description of a program that will be developed, implemented and enforced, to control stormwater discharges from private and public new development and redeveloped sites that discharge into the small MS4 that disturb one acre or more (and sites that disturb less than one acre that are part of a larger common plan of development or sale)	
Description of ordinance or other regulatory mechanism that is in place or planned which will regulate discharges from new development and redevelopment projects	
Establish, implement, and enforce a requirement that owners or operators of new development and redeveloped sites design, install, implement, and maintain a combination of structural and non-structural BMPs appropriate for the community and that protects water quality	
Procedures to document and maintain records of enforcement actions	
Procedures to ensure long-term operation and maintenance of post construction stormwater control measures	
Operation and maintenance of post construction stormwater control measures is documented	
<b>For Level 4 small MS4s:</b> Develop and implement an inspection program to ensure that all post construction stormwater control measures are operating correctly and are being maintained. Inspections must be documented	
SWMP lists BMPs used to fulfill this MCM. Examples may include: local ordinance in place or planned; guidance document for developers to use; specific BMPs established for particular watersheds; list of appropriate BMPs provided to operators; elimination of curbs and gutters; incentives for use of permeable choices, such as porous pavement; requirements for wet ponds or other BMPs for certain size sites; and xeriscaping.	
SWMP includes measurable goals that are clear, specific, and measurable, and the method of measurement, for addressing stormwater quality	

MCM 4 Required Elements	SWMP page number
SWMP has been fully implemented, or includes a schedule of implementation not to exceed five (5) years from the general permit issuance date of January 24, 2019	

**MCM 5: Pollution Prevention and Good Housekeeping for Municipal Operations**

Table 5: Required Elements for MCM 5

MCM 5 Required Elements	SWMP page number
Description of an operation and maintenance (O&M) program, including an employee training component, to reduce/prevent pollution from municipal activities and municipally owned areas included but not limited to park and open space maintenance; street, road, or highway maintenance; fleet and building maintenance; stormwater system maintenance; new construction and land disturbances; municipal parking lots; vehicle and equipment maintenance and storage yards; waste transfer stations; and salt/sand storage locations	
Develop and maintain an inventory of facilities and stormwater controls that are owned or operated by the MS4	
Procedures to inform or train staff involved in implementing pollution prevention and good housekeeping practices. Maintain training attendance records	
Procedures to remove and properly dispose of waste from the MS4	
Contractors hired by the MS4 must be required to comply with operating procedures. Develop contractor oversight procedures	
Evaluate O&M activities for their potential to discharge pollutants in stormwater for road and parking lot maintenance, bridge maintenance, cold weather operations, right-of-way maintenance, etc.	
Identify pollutants of concern that could be discharged from the O&M activities	
Develop and implement pollution prevention measures that will reduce discharge of pollutants from O&M activities	
Conduct inspections of pollution prevention measures and maintain inspection log	
Procedures for inspecting and maintaining structural controls	
<b>For Level 3 and 4 small MS4s:</b> Develop and implement an O&M program to reduce the collection of pollutants in catch basins and other surface structures in the storm sewer system	

MCM 5 Required Elements	SWMP page number
<b>For Level 3 and 4 small MS4s:</b> Develop a list of potential problem areas in the storm sewer system for increased inspection (for example, areas with recurring illegal dumping)	
<b>For Level 3 and 4 small MS4s:</b> Implement an O&M program to reduce discharge of pollutants from roads that includes at least a street sweeping and cleaning program, or inlet protection. The program includes an implementation schedule and a waste disposal procedure	
<b>For Level 3 and 4 small MS4s:</b> Assess its facilities for their potential to discharge pollutants into stormwater and identify high priority facilities that have a high potential to generate stormwater pollutants. At a minimum, facilities include the MS4s maintenance yards, hazardous waste facilities, fuel storage locations, and any other facilities at which chemicals or other materials have a high potential to be discharged in stormwater. Document the results of the assessments	
<b>For Level 3 and 4 small MS4s:</b> Develop facility specific stormwater management Standard Operation Procedures for high priority facilities	
<b>For Level 3 and 4 small MS4s:</b> MS4 implements stormwater controls at high priority facilities that address good housekeeping; de-icing and anti-icing storage; fueling operations and vehicle maintenance; equipment and vehicle washing	
<b>For Level 3 and 4 small MS4s:</b> Develop and implement an inspection program that includes high priority facilities	
<b>For Level 4 small MS4s:</b> Develop an application and management program for pesticides, herbicides, and fertilizers used at public open spaces. Implement the following: educational activities, permits, etc for applicators and distributors; encourage of non-chemical solutions for pest management; develop schedules that minimizes discharge of pollutants; ensure collection and proper disposal of unused pesticides, herbicides, and fertilizers	
<b>For Level 4 small MS4s:</b> Evaluate flood control projects. Design, construct, and maintain new flood control structures to provide erosion prevention and pollutant removal from stormwater. Retrofitting of existing structural flood control devices is implemented to the maximum extent practicable (MEP)	
SWMP lists BMPs used to fulfill this MCM. Examples may include: BMPs which address fleet vehicle maintenance/washing; BMPs which address parking lot and street cleaning; catch basin and storm drain system cleaning; landscaping and lawn care (e.g. xeriscaping); waste materials management; road salt application and storage practices; used oil recycling; pest management practices; fire training facilities; BMPs which address roadway and bridge maintenance; golf course maintenance/waste	

MCM 5 Required Elements	SWMP page number
disposal; disposal of cigarette butts; and park maintenance (e.g., providing trash bags).	
SWMP includes measurable goals that are clear, specific, and measurable, and the method of measurement, for addressing stormwater quality	
SWMP has been fully implemented, or includes a schedule of implementation not to exceed five (5) years from the general permit issuance date of January 24, 2019	

### **MCM 6: Industrial Stormwater Sources**

Table 6: Required Elements for MCM 6

MCM 6 Required Elements	SWMP page number
<b>For Level 4 MS4 only:</b> Identify and control industrial stormwater sources that at least includes the MS4's landfills; other treatment, storage, or disposal facilities for municipal waste; hazardous waste treatment, storage, disposal and recovery facilities; and facilities that are subject to Emergency Planning and Community Right-to-Know Act (EPCRA).	
<b>For Level 4 MS4 only:</b> Procedures for inspecting and implementing control measures for discharges from industrial stormwater sources.	

### **Optional MCM 7: Municipal Construction Activities**

This MCM is only applicable where the small MS4 has selected to be the construction site operator for their municipal construction activities. This MCM provides an alternative to the MS4 operator seeking discharge authorization under the Construction Stormwater General Permit TXR150000.

Table 7: Required Elements for MCM 7

MCM 7 Required Elements	SWMP page number
Description of how municipal construction activities will be conducted so as to take into consideration local conditions of weather, soils, and other site specific considerations	
Description of the area that this MCM will address and where the MS4 operator's municipal construction activities are covered (e.g. within the boundary of the urbanized area, the corporate boundary, a special district boundary, an extra territorial jurisdiction, or other similar jurisdictional boundary)	

MCM 7 Required Elements	SWMP page number
If the area included in this MCM includes areas outside of the UA, then all MCMs (MCM 1 through MCM 7) will be implemented over those additional areas as well	
Description of how contractor activities will be supervised or overseen to ensure that the Stormwater Pollution Prevention Plan (SWP3) requirements are properly implemented at the construction site(s); or how the MS4 operator will make certain that contractors have a separate authorization for stormwater discharges if needed	
General description of how a construction SWP3 will be developed for each municipal construction site	
Records of municipal construction activities authorized under this optional MCM	

# Texas Commission on Environmental Quality General Permit Payment Submittal Form

Use this form to submit your Application Fee only if you are mailing your payment.

- Complete items 1 through 5 below.
- Staple your check in the space provided at the bottom of this document.
- Do not mail this form with your NOI form.
- Do not mail this form to the same address as your NOI.

## Mail this form and your check to:

### *BY REGULAR U.S. MAIL*

Texas Commission on Environmental  
Quality  
Financial Administration Division  
Cashier's Office, MC-214  
P.O. Box 13088  
Austin, TX 78711-3088

### *BY OVERNIGHT/EXPRESS MAIL*

Texas Commission on Environmental  
Quality  
Financial Administration Division  
Cashier's Office, MC-214  
12100 Park 35 Circle  
Austin, TX 78753

Fee Code: GPA

General Permit: TXR040000

1. Check / Money Order No:
2. Amount of Check/Money Order:
3. Date of Check or Money Order:
4. Name on Check or Money Order:
5. NOI INFORMATION

If the check is for more than one NOI, list each Project/Site (RE) Name and Physical Address exactly as provided on the NOI. DO NOT SUBMIT A COPY OF THE NOI WITH THIS FORM AS IT COULD CAUSE DUPLICATE PERMIT ENTRIES.

If more space is needed, you may attach a list.

Project/Site (RE) Name:

Project/Site (RE) Physical Address:

Staple Check in This Space



# Instructions for Notice of Intent (NOI) for Small Municipal Separate Storm Sewer Systems (MS4) authorized under TPDES Phase II MS4 General Permit TXR040000

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## GENERAL INFORMATION

### Where to Send the Notice of Intent (NOI)

You are required to submit the original and one copy of the NOI, Core Data Form(s), Stormwater Management Program (SWMP) Cover Sheet, and the SWMP. Submit these documents to one of the following addresses:

**BY REGULAR U.S. MAIL:**

Texas Commission on Environmental Quality  
ARP Team (MC-148)  
P.O. Box 13087  
Austin, Texas 78711-3087

**BY OVERNIGHT/EXPRESS MAIL:**

Texas Commission on Environmental Quality  
ARP Team (MC-148)  
12100 Park 35 Circle  
Austin, TX 78753

### Fees Associated with this General Permit

The application fee of \$400 is required to be paid at the time the NOI is submitted. Failure to submit payment at the time the application is filed will cause delays in acknowledgment or denial of coverage under the general permit. Payment of the fee may be made by check or money order, payable to TCEQ, or through EPAY (electronic payment through the web).

#### Mailed Payments:

Use the attached General Permit Payment Submittal Form. The application fee is submitted to a different address than the NOI. Read the General Permit Payment Submittal Form for further instructions.

### Where to Send the Payment

**BY REGULAR U.S. MAIL:**

Texas Commission on Environmental Quality  
Financial Administration Division  
Cashier's Office, MC 214  
P.O. Box 13088  
Austin, Texas 78711-3087

**BY OVERNIGHT/EXPRESS MAIL:**

Texas Commission on Environmental Quality  
Financial Administration Division  
Cashier's Office, MC 214  
12100 Park 35 Circle  
Austin, TX 78753

**ePAY Electronic Payment:** <http://www.tceq.texas.gov/epay>

When making the payment you must select Water Quality, and then select the fee category "General Permit MS4 Phase II Stormwater Discharge NOI Application". You must include a copy of the payment voucher with your NOI. Your NOI will not be considered complete without the payment voucher.

## Annual Water Quality Fee

This fee is assessed to permittees with an active authorization under the general permit on September 1 of each year. The designated billing contact will receive an invoice for payment of the annual fee in November of each year. The payment will be due 30 days from the invoice.

A 5% penalty will be assessed if the payment is not received by TCEQ by the due date. Annual fee assessments cannot be waived as long as the authorization under the general permit is active on September 1.

It is important for the permittees to submit an NOT when coverage under the general permit is no longer required. An NOT is effective on the postmarked date of mailing the form to TCEQ. If the NOT is mailed it is recommended that the NOT be mailed using a method that documents the date mailed and received by TCEQ.

### Mailed Payments:

You must return your payment with the billing coupon provided with the billing statement.

ePAY Electronic Payment: <http://www.tceq.texas.gov/epay>

You must enter your account number provided at the top portion of your billing statement. Payment methods include American Express, MasterCard, Visa, and electronic check payment (ACH).

## TCEQ Contact List

Small Business & Local Government Assistance	800-447-2827
Application – status and form questions:	512-239-4671
Technical questions:	512-239-4671
Environmental Law Division:	512-239-0600
Records Management - obtain copies of forms:	512-239-0900
Reports from databases (as available):	512-239-DATA (3282)
Cashier's office:	512-239-0357 or 512-239-0187

## Notice of Intent Process

When your Core Data Form, NOI, and SWMP are received by the program, the form will be processed as follows:

**Administrative Review:** Each item on the form will be reviewed for a complete response. In addition, the operator's legal name must be verified with Texas Secretary of State as valid and active (if applicable). The address(s) on the form must be verified with the US Postal service as receiving regular mail delivery. Do not give an overnight/express mailing address.

**Notice of Deficiency:** If an item is incomplete or not verifiable as indicated above, a notice of deficiency (NOD) will be mailed to the operator. The operator will have 30 days to respond to the NOD. The response will be reviewed for completeness.

**Technical Review of SWMP:** The NOI and SWMP will be reviewed to verify compliance with the requirements in the general permit. More information may

be requested by phone or technical NOD letter mailed to the SWMP contact. When a determination is made that the SWMP meets the requirements of the general permit, the Executive Director's preliminary determination will be prepared and filed with the TCEQ Office of Chief Clerk (OCC).

**Public Participation Process:** The OCC will mail the Executive Director's preliminary determination to the public participation contact provided in the NOI. This individual must publish the notice in the newspaper of largest circulation in the county where the small MS4 is located.

The comment period begins on the first date the notice is published and ends 30 days later, unless a public meeting is held. If a public meeting is held, the comment period will end at the closing of the public meeting.

The applicant must submit a copy of the newspaper clipping and an affidavit signed by the newspaper staff to the OCC within 60 days of receiving the written instructions from the OCC.

If significant public interest exists, the executive director will direct the applicant to publish notice of the meeting and to hold the public meeting. The applicant must publish the notice of public meeting at least 30 days prior to the public meeting and hold the meeting in the county where the MS4 is located.

**Acknowledgment of Coverage:** An Acknowledgment Certificate will be mailed to the operator. This certificate acknowledges coverage under the general permit.

or

**Denial of Coverage:** Coverage may be denied if the operator fails to respond to the NOD, the response is inadequate, or the NOI and SWMP do not meet the requirements of the general permit. If coverage is denied, the operator will be notified.

## General Permit

Coverage under the general permit begins upon approval of the NOI, Core Data Form, and SWMP by TCEQ and after the public notice process has been completed. You should have a copy of your general permit when submitting your application. You may view and print your permit for which you are seeking coverage, at the following website <http://www.tceq.texas.gov>. Search using keyword TXR040000.

## General Permit Forms

The Notice of Intent (NOI), Notice of Termination (NOT), Notice of Change (NOC) and Core Data Form (including instructions) are available at the TCEQ web site <http://www.tceq.texas.gov>.

## Change in Operator

An authorization under the general permit is not transferable. If the operator changes, the present permittee must submit a Notice of Termination (NOT) and the new operator must submit a Notice of Intent and a Core Data Form. The NOT, NOI and Core Data Form must be submitted no later than 10 days prior to the change in status.

## **INSTRUCTIONS FOR FILLING OUT THE FORM**

**Renewal of General Permit:** Dischargers holding an active authorizations under the expired General Permit are required to submit a NOI to continue coverage. The existing authorization number is required. If the authorization number is not provided or has been terminated, expired, or denied a new permit number will be issued.

This number will begin with TXR04. Do not use TXR040000, it is *the general permit* number *not your* authorization number.

### **Section 1. Operator (Applicant)**

#### **a) Customer Number (CN)**

TCEQ assigns each customer a number that begins with CN, followed by nine digits. This is not a permit number, registration number, or license number. If the applicant is an existing TCEQ customer, the Customer Number is available at the following website: <http://www15.tceq.texas.gov/crpub/>. If the applicant is not an existing TCEQ customer, leave the space for CN blank.

#### **b) Legal Name of Applicant**

Provide the current legal name of the applicant. The name must be provided exactly as filed with the Texas Secretary of State, or on the legal documents forming the entity as filed with the county. If filed in the county, provide a copy of the legal documents showing the legal name.

#### **c) Core Data Form**

Complete and attach a Core Data Form (TCEQ-10400) for each customer.

### **Section 2. Annual Billing Contact**

An annual fee is assessed to each operator holding an active authorization under the general permit on September 1 of each year.

Provide the contact name and complete mailing address where the annual fee invoice should be mailed. Verify the address with the USPS. It must be an address for delivery of regular mail, not overnight express mail.

The phone number should provide contact to the individual responsible for paying the annual fee.

The fax number and e-mail address are optional and should correspond to the individual responsible for paying the annual fee.

### **Section 3. Application Contact**

Provide the name, title and contact information of the person that TCEQ can contact for additional information regarding this application. This contact may be a consultant or entity other than the applicant.

### **Section 4. Regulated Entity (RE) Information For Site**

#### **a) Regulated Entity Reference Number (RN)**

The RN is issued by TCEQ to sites where an activity is regulated by TCEQ. This is not a permit number, registration number, or license number. Search TCEQ's Central Registry to see if the site has an assigned RN at

<http://www15.tceq.texas.gov/crpub/>. If this regulated entity has not been assigned an RN, leave this space blank.

**b) Name of the Project or Site**

Provide the name of the site or project as known by the public in the area where the site is located. The name you provide on this application will be used in the TCEQ Central Registry as the Regulated Entity name.

**c) Name of Urbanized Area**

List the formal name of the urbanized area(s) where the MS4 is located using the 2010 U.S. Census maps referenced in Section 5. c) below. For example: Dallas-Fort Worth-Arlington Urbanized area.

**d) Describe the boundaries of the regulated portion of the small MS4**

Briefly describe the boundaries of the regulated portion of the small MS4.

### Section 5. General Characteristics

**a) Indian Country Lands**

If your site is located on Indian Country Lands, the TCEQ does not have authority to process your application. Do not submit this application form to TCEQ. You must obtain authorization through EPA, Region 6, in Dallas.

**b) TCEQ “Designated” Small MS4**

A small MS4 that is outside of an urbanized area that is formally “designated” by TCEQ is eligible for coverage under this general permit. The small MS4 Operator must obtain authorization under this general permit or apply for coverage under an individual TPDES stormwater permit within 180 days of notification of their designation. If the small MS4 was already designated, please attach a copy of the documentation sent to the MS4 by TCEQ.

**c) MS4 Level**

The general permit defines MS4s by four different levels, based on the population served within the 2010 U.S. Census urbanized area (UA). “Population served” means the residential population within the regulated portion of the small MS4 based on the 2010 U.S. Census, except for non-traditional small MS4s that are classified as Level 2.

A reference map identifying the 2010 U.S. Census UAs can be found at [www.epa.gov/npdes/urbanized-area-maps-npdes-ms4-phase-ii-stormwater-permits](http://www.epa.gov/npdes/urbanized-area-maps-npdes-ms4-phase-ii-stormwater-permits).

Districts that did not have a population during the 2010 U.S. Census, are required to apply when their population exceeds the population threshold for permit coverage.

**d) Estimated Population**

List the current estimated population served by the MS4. This number will not be used to determine the Levels.

**e) Coalitions of MS4 entities**

Indicate if the MS4 is part of a coalition that share efforts in meeting any or all of the SWMP requirements.

**f) Members of the Coalition**

List the name of each member of the coalition *and* their unique Phase II MS4 authorization number.

**g) Annual Reporting Year**

The annual report must address the previous reporting year. The selected reporting year cannot be changed during the permit term.

- If the MS4 selects the calendar year, then the reporting year is from January 1 through December 31 of each year.
- If the MS4 selects the Phase II MS4 General Permit year, the reporting year is from the effective date of the general permit plus 365 days of each year.
- If the MS4 selects the fiscal year, the reporting year is from the first day of the MS4's fiscal year through the last day of the MS4's fiscal year. Provide the month and last day of the MS4's fiscal year.

**h) SWMP**

1. Certify, by selecting Yes, that the SWMP has been developed in accordance with the general permit requirements and is attached to this NOI.
2. Certify, by selecting Yes, that the SWMP Cover Sheet has been completed and is attached to the front of the SWMP.
3. If the MS4 was previously authorized under the general permit, the program elements in the previous SWMP must be re-assessed and modified. Additionally, new program elements must be developed. Do not submit the exact same SWMP that was previously submitted. Indicate that you have revised the previous SWMP, or that this is a newly regulated MS4.
4. Indicate if the MS4 is seeking coverage under this general permit for the optional MCM 7 for municipal construction activities where the MS4 meets the definition of "construction site operator".

If Yes, the SWMP must include the geographic area or boundary where MCM 7 will be implemented. If this area extends beyond the geographic area or boundary of the urbanized area, then all MCMs 1-7 must be implemented in the urbanized and non-urbanized areas. The MS4 operator can utilize MCM 7 only in areas that are in compliance with the SWMP's MCMs 1-7. If you do **NOT** incorporate the entire SWMP (MCMs 1-7) in the urbanized and the non-urbanized areas, then the MS4 cannot utilize only MCM 7 outside of the urbanized area.

If No, the MS4 can obtain this coverage at any time during the general permit term by submitting a Notice of Change.

5. Provide the name and contact information of the designated person responsible for implementing or coordinating implementation of the SWMP.

**i) Discharge Information**

1. Provide the name of all waterbodies that receive discharges from the MS4. The discharge eventually reaches a receiving waterbody such as a local stream or lake, possibly via a drainage ditch or even through another MS4 prior to reaching the waterbody. Please note that this general permit does not grant permission to use another MS4 as a conveyance of stormwater and certain non-storm water discharges along the discharge route.
2. Identify the classified segment number(s) that will eventually receive the

discharge. You can find classified segment numbers in the Atlas of Texas Surface Waters at: [www.tceq.texas.gov/publications/gi/gi-316](http://www.tceq.texas.gov/publications/gi/gi-316) or the Surface Water Quality (Segments) Viewer at: <https://www.tceq.texas.gov/gis/segments-viewer>

Indicate if the discharge is directly into the classified segment or if it reaches the classified segment after being discharged into another waterbody or MS4.

3. Indicate if any waterbodies receiving discharges are identified as impaired waters (Category 4 or 5) in the *Texas Integrated Report of Surface Water Quality*, which is available at:

[http://www.tceq.texas.gov/waterquality/assessment/305\\_303.html](http://www.tceq.texas.gov/waterquality/assessment/305_303.html).

If Yes, provide the name(s) of the impaired waterbodies and the pollutants of concern for those waterbodies. The pollutants of concern are the parameters for which the waterbody is impaired.

4. Indicate if the impaired waterbody has a TMDL and list the pollutants with a TMDL (Category 4 waterbody).
5. Indicate if the discharge is into any other MS4 entity's jurisdiction prior to reaching water in the state.

If Yes, provide the name of the MS4 operator that receives the discharge.

#### 6. Edwards Aquifer Rule

Indicate if the discharge or potential discharge is within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer. See maps on the TCEQ website to determine if the site is located within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer at

<https://www.tceq.texas.gov/permitting/eapp/viewer.html>.

If Yes, additional requirements may exist under the Edwards Aquifer Protection Program (30 TAC Chapter 213). For activities regulated under 30 TAC Chapter 213, any required plans must be included in the SWMP. Compliance with any Edwards Aquifer requirements is in addition to the requirements of this general permit.

#### j) Public Participation

1. Provide the name and contact information of the person responsible for publishing the public notice in the newspaper.
2. Provide the name and location of a public place where copies of the NOI, SWMP, General Permit, and permit fact sheet will be available to the public for viewing. Examples of public places include public libraries, city hall, municipal buildings, etc.
3. Provide the address for the website where the MS4's SWMP and annual report will be posted. Indicate if the MS4 does not have a website.

### Section 6. Certifications

Failure to indicate "Yes" to ALL of the certification items may result in denial of coverage under the general permit. The certification must bear an original signature of a person meeting the signatory requirements specified under 30 Texas Administrative Code §305.44.

**IF YOU ARE A CORPORATION:**

The regulation that controls who may sign an application form is 30 Texas Administrative Code §305.44(a), which is provided below. According to this code provision, any corporate representative may sign an NOI or similar form so long as the authority to sign such a document has been delegated to that person in accordance with corporate procedures. By signing the NOI or similar form, you are certifying that such authority has been delegated to you. The TCEQ may request documentation evidencing such authority.

**IF YOU ARE A MUNICIPALITY OR OTHER GOVERNMENT ENTITY:**

The regulation that controls who may sign an NOI or similar form is 30 Texas Administrative Code §305.44(a), which is provided below. According to this code provision, only a ranking elected official or principal executive officer may sign an NOI or similar form. Persons such as the City Mayor or County Commissioner will be considered ranking elected officials. In order to identify the principal executive officer of your government entity, it may be beneficial to consult your city charter, county or city ordinances, or the Texas statutes under which your government entity was formed. An NOI or similar document that is signed by a government official who is not a ranking elected official or principal executive officer does not conform to §305.44(a) (3). The signatory requirement may not be delegated to a government representative other than those identified in the regulation. By signing the NOI or similar form, you are certifying that you are either a ranking elected official or principal executive officer as required by the administrative code. Documentation demonstrating your position as a ranking elected official or principal executive officer may be requested by the TCEQ.

If you have any questions or need additional information concerning the signatory requirements discussed above, please contact the Texas Commission on Environmental Quality's Environmental Law Division at 512-239-0600.

**30 TEXAS ADMINISTRATIVE CODE §305.44. SIGNATORIES TO APPLICATIONS**

(a) All applications shall be signed as follows.

(1) For a corporation, the application shall be signed by a responsible corporate officer. For purposes of this paragraph, a responsible corporate officer means a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. Corporate procedures governing authority to sign permit or post-closure order applications may provide for assignment or delegation to applicable corporate positions rather than to specific individuals.

(2) For a partnership or sole proprietorship, the application shall be signed by a general partner or the proprietor, respectively.

(3) For a municipality, state, federal, or other public agency, the application shall be signed by either a principal executive officer or a ranking elected official. For purposes of this paragraph, a principal executive officer of a federal agency includes



the chief executive officer of the agency, or a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., regional administrator of the EPA).

### **SWMP Cover Sheet**

The SWMP cover sheet must be completed and placed on the front of the SWMP. Both the SWMP cover sheet and the SWMP must be submitted with the complete NOI.

Provide the name of the MS4 operator.

For each MCM, complete the table by entering the page number (or page number range) where each required program element can be found in the SWMP.

Note: Some program elements are only required for certain MS4 levels. The tables clearly identify these MS4 level specific requirements. If one of these program element does not apply to the MS4 level for this facility, enter NA. Additionally, MCM 7 is optional. If you selected “No” on the NOI Section 5.e.4 question, enter NA on Table 7.



**CITY OF TYLER  
CITY COUNCIL COMMUNICATION**

**Agenda Number:** M-2

**Date:** July 10, 2019

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

**Page:** 1 of 2

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

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

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

This interlocal agreement provides no guarantee of any work by either City of Tyler or Smith County. If we print literature at the County's request, it provides they pay the City for those costs. If Smith County needs help with an illicit discharge investigation, after discussion, staff would provide them a price, and they would pay the City upon submittal of an invoice. Smith County recognizes our public service announcements (PSA) and social media broadcasts. Our websites will reference each other's (once Smith County develops theirs). The City already inspects utility installs in new subdivisions, and this will continue.

There is no agreement by either party to do substantial work for the other (other than the utility inspections the City already performs). This is a general agreement to work together because our systems overlap. Smith County approved the Interlocal Agreement at their June 2, 2019 meeting.

**RECOMMENDATION:**

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

**Agenda Number:** M-2

**Page:** 2 of 2

**ATTACHMENTS:**

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

**Drafted/Recommended By:**  
**Department Leader**

  
**Sarah McCracken, Interim Streets & Stormwater Manager**

**Edited/Submitted By:**  
**City Manager**





**CITY OF TYLER  
CITY COUNCIL COMMUNICATION**

**Agenda Number:** C-A-2  
**Date:** June 11, 2014  
**Subject:** Request that the City Council consider authorizing the City Manager to execute the Interlocal Agreement with Smith County related to Smith County's Stormwater Management Plan (SWMP).  
**Page:** 1 of 1

**Item Reference:**

On December 13, 2013, the Texas Commission on Environmental Quality (TCEQ) promulgated the new Phase II MS4 Stormwater Permit (TXR040000) updating the first permit issued in 2008. Each regulated entity in the State of Texas was asked to submit a Notice of Intent (NOI) and a new or revised Stormwater Management Plan (SWMP) by June 11, 2014.

On February 4, 2008, the City of Tyler entered an Interlocal Agreement with Smith County in order to combine efforts to improve the effectiveness of their Stormwater Management Programs (SWMP). The initial terms of the Interlocal Agreement were for a period of five years or until February 4, 2013, and two subsequent five-year terms upon mutual agreement of the parties. Revisions have been made to the original terms of the Interlocal Agreement in order to account for revisions to the City of Tyler's and Smith County's SWMPs, executed in response to the TCEQ's new permit requirements. Accompanying this communication is a copy of the revised IA for Council review.

Smith County has scheduled to approve the Interlocal Agreement in their June 10, 2014 meeting.

**RECOMMENDATION:**

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

**Drafted/Recommended By:**  
**Department Leader**

  
**Greg Morgan, Managing Director Utilities and Public Works**

**Edited/Submitted By:**  
**City Manager**





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

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

### **I. EFFECTIVE DATE**

The effective date of this Agreement shall be the 11th day of June, 2014.

### **II. TERM**

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

### **III. DUTIES OF PARTIES**

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

#### **A. PUBLIC EDUCATION, OUTREACH, AND INVOLVEMENT.**

1. Smith County BMP PE/PI-1 – Public Service Announcements/Social Media: In order to address the Public Education and Outreach MCM, Tyler plans to utilize storm water public service announcements. (*See* Tyler BMP PE/PI-4.) Because the public service announcements are broadcast throughout Smith County, Tyler shall recognize Smith County’s role in addressing storm water issues in all storm water public service announcements broadcast each year during the term of this Agreement.
2. Smith County BMP PE/PI-2 – Storm Water Web Site: In order to address the Public Education and Outreach MCM, Tyler plans to maintain its storm water web site. (*See* Tyler BMP PE/PI-3.) Tyler shall work with Smith County to develop one static storm water web page for the Smith County web site. The storm water web page developed for Smith County shall have a link to Tyler’s

storm water web site. For Year 1, Smith County shall provide Tyler with all reasonably necessary information for the update of the Smith County storm water web page by December 31, 2014. The initial update of the Smith County storm water web page shall be completed during the first year of the five year term of the TPDES General Permit for Regulated Small MS4s, but no later than September 30, 2015. For Year 2, the City of Tyler shall develop a storm water resource link page, and the Smith County webmaster will establish a link to the City's web page to make this information available to the public, no later than September 30, 2016. For Years 3 through 5, Smith County will provide information to Tyler to update the Smith County storm water web page as necessary.

3. Smith County BMP PE/PI-4 – Storm Water Brochures: In order to address the Public Education and Outreach MCM, Tyler will continue to develop new brochures on a “as need basis” and maintain existing brochures addressing such topics as pesticides and fertilizer use, household hazardous waste, pet waste, and Tyler’s recycling program. (See Tyler BMP PE/PI-2.) Tyler shall include Smith County’s logo on applicable storm water brochures printed each year during the term of this Agreement as requested by Smith County. Tyler will provide to Smith County the number of brochures requested by Smith County during Years 2 through 5 of the TPDES General Permit for Regulated Small MS4s. Within 30 days after Tyler submits an invoice to Smith County for the purchase of such brochures, Smith County shall reimburse Tyler for the printing costs of those brochures provided to Smith County during Years 2 through 5 of the TPDES General Permit for Regulated Small MS4s. Smith County shall make the brochures available throughout the urbanized areas of Smith County outside Tyler’s corporate limits.

B. ILLICIT DISCHARGE DETECTION AND ELIMINATION.

1. Smith County BMP ID-1 – Storm Drain System Outfall Mapping: In order to address the Illicit Discharge Detection and Elimination MCM, Tyler is implementing a city-wide GIS storm drain system outfall map. (See Tyler BMP ID-1.) Tyler will be developing the GIS storm drain system outfall map on a watershed basis – one watershed per year during the five-year term of the TPDES General Permit for Regulated Small MS4s. Tyler will also develop a GIS storm drain system outfall map for those portions of the urbanized area outside of Tyler’s corporate limits. Tyler shall provide all information developed as part of the GIS storm drain system outfall map for those portions of the urbanized area outside of Tyler’s corporate limits to Smith County without cost to Smith County.
2. Smith County BMP ID-3 – Illicit Discharge Investigations: In order to address the Illicit Discharge Detection and Elimination MCM, Tyler plans to conduct illicit discharge investigations throughout the storm sewer system on an as needed basis. (See Tyler BMP ID-3.) These investigations utilize fluorescent dye testing, smoke testing, and remote TV camera inspection to track down illicit connections

to the MS4. Smith County shall work with Tyler to coordinate such illicit discharge investigations within the urbanized area outside of Tyler's corporate limits when such investigations are necessary. Smith County shall reimburse Tyler on a case-by-case basis for illicit discharge investigations requested by Smith County and performed by Tyler in the urbanized area outside Tyler's corporate limits. Smith County shall reimburse Tyler for the costs associated with the requested investigations within 30 days after Tyler submits an invoice to Smith County for such investigations.

3. Smith County BMP ID-6 – Reduce Failing Septic Systems: In order to address the Illicit Discharge Detection and Elimination MCM, Smith County plans to continue its permitting and regulation of septic systems through the TCEQ On-site Sewage Facility Program (“OSSF”). To enhance the effectiveness of this program, Smith County has developed a brochure, which will address proper septic system care, for septic system pumping companies to distribute to septic system owners. Smith County shall include Tyler's logo on all septic tank brochures printed each year during the term of this Agreement. Tyler shall reimburse Smith County for the printing costs of brochures provided to Tyler during years one through five of the TPDES General Permit for Regulated Small MS4s within 30 days after Smith County submits an invoice to Tyler for such brochures. Smith County shall make the brochures available to septic system pumping companies for distribution to the owners of septic systems within Tyler's corporate limits.
4. Smith County BMP ID-7 – Smith County Cleanup Day: In order to address the Illicit Discharge Detection and Elimination MCM, Smith County plans to conduct a Smith County Cleanup Day. Smith County shall hold a Smith County Cleanup Day on an annual basis during the term of the TPDES General Permit for Regulated Small MS4s. Tyler shall allow Smith County to deliver acceptable materials collected as part of Smith County Cleanup Day to the Allied Greenwood Farm landfill for disposal, with Smith County paying for the cost as established by the City at the time of service.

#### C. CONSTRUCTION SITE STORM WATER RUNOFF CONTROL

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



Tyler's corporate limits and some areas of its ETJ as allowed by State law and City ordinances. (See Tyler BMP C-3.) Smith County will notify the City of Tyler of any citizen complaints that it receives through the County's Web-Based Incident Reporting System (Smith County BMP ID-5) regarding construction sites located in the City's ETJ. If allowed under State and local law, the City of Tyler will perform construction inspections of those sites located in the City's ETJ and report inspection results to Smith County.

D. POST-CONSTRUCTION STORM WATER MANAGEMENT IN NEW DEVELOPMENT AND REDEVELOPMENT

1. Smith County BMP PC-1 – Long Term Operation and Maintenance of BMPs: In order to address the Post-Construction Storm Water Management in New Development and Redevelopment MCM, Tyler plans to conduct inspections to determine the effectiveness of post-construction BMPs. (See Tyler BMP PC-3.) Tyler shall conduct these inspections within its ETJ inside the urbanized area at Smith County's request. Smith County shall reimburse Tyler on a case-by-case basis for those inspections within Tyler's ETJ requested by Smith County and performed by the City within 30 days after the City submits an invoice to Smith County for the costs associated with such inspection. Tyler shall notify the Smith County Road and Bridge Department if conditions are observed that require maintenance.

E. POLLUTION PREVENTION/GOOD HOUSEKEEPING FOR MUNICIPAL OPERATIONS.

1. Smith County BMP GH-8 – Storm Drain System Cleaning. In order to address the Pollution Prevention/Good Housekeeping for Municipal Operations MCM, Smith County plans to continue to perform maintenance on drains at the Smith County Base Facility that discharge into the adjacent creek. The drains shall be cleaned on an as needed basis. Depending on the extent of the maintenance required, Smith County may request assistance from the City of Tyler. Smith County may coordinate with the City of Tyler's Streets Department to assist them in cleaning/maintaining drains with the City's vacuum truck. Smith County shall reimburse Tyler for each use of the vacuum truck at a price to be negotiated at the time of each request.
2. Smith County BMP GH-9 – County Facilities and Control Inventory. In order to address the Pollution Prevention/Good Housekeeping for Municipal Operations MCM, Smith County plans to develop an inventory of facilities and stormwater controls that it owns and operates within the regulated area of the small MS4. Smith County will supply information to the City of Tyler for development of a GIS map of the Smith County facilities and stormwater controls. The inventory will include:
  - Equipment storage and maintenance facilities;
  - Fuel storage facilities;

- Incinerators;
- Materials storage yards;
- Buildings, including schools, libraries, police stations, fire stations, and office buildings;
- Parking lots;
- Public works yards;
- Street repair and maintenance sites;
- Vehicle storage and maintenance yards; and
- Structural stormwater controls.

For Year 1, Smith County shall provide Tyler with all reasonably necessary information for development of the GIS inventory by December 31, 2014. The initial inventory map shall be completed during the first year of the five year term of the TPDES General Permit for Regulated Small MS4s, but no later than September 30, 2015. Thereafter, annual updates of the facilities inventory map shall be completed by September 30<sup>th</sup> each year of the permit term, as needed.

#### **PAYMENT/FUNDING**

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

#### **MISCELLANEOUS PROVISIONS**

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

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

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

(903) 590-4615 (Facsimile)

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

- B. CURRENT REVENUES. Tyler and Smith County will pay for services rendered pursuant to this Agreement from current revenues.
- C. RENEWAL. The renewal of this Agreement shall be contingent upon the availability of current revenue funds and annual budget allocations and appropriations by the parties.
- D. HOLD HARMLESS. Each party to this Agreement does hereby agree to waive all claims against, release and hold the other party and its respective officials, officers, agents, and employees, both in their official capacity and individual capacity, harmless from and against any and all liability, claims, suits, demands, losses, damages (including court costs and attorneys' fees) or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.
- E. MUTUAL COOPERATION. Tyler and Smith County agree to cooperate with each other, in good faith, at all times during the term hereof in order to effectuate the purpose and intent of this Agreement.
- F. AUTHORITY TO CONTRACT. Each party acknowledges and represents that this Agreement has been duly authorized by their respective governing body.
- G. NO PARTNERSHIP. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party, as creating the relationship of employer-employee, principal-agent, partners, joint ventures, or any other similar such relationships, between the parties hereto.
- H. ENTIRE AGREEMENT; AMENDMENTS. This Agreement contains the entire Agreement of the parties respecting the subject matter and supersedes all prior negotiations, representations and/or agreements, either written or oral, between the parties. This Agreement may not be modified or amended except by written Agreement duly executed by both parties.

- I. INTERPRETATION. This Agreement has been entered into and under the authority granted under the Act. All terms and provisions are to be construed and interpreted consistently with that Act. Should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.
- J. SEVERABILITY. The provisions of this Agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement shall be found to be contrary to law, or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of this Agreement; however, upon the occurrence of such event, either party may terminate this Agreement by giving the other party thirty days written notice of its intent to terminate.
- K. ASSIGNMENT AND SUBLETTING. This Agreement shall not be assigned in whole or in part without the written consent of both parties.
- L. WAIVER. The waiver by either party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision.
- M. REMEDIES. No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity, but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.
- N. APPLICABLE LAWS. This Agreement will be construed in accordance with the laws and Constitution of the State of Texas. All obligations are performable in Smith County, Texas. Exclusive venue shall be in Smith County, Texas.
- O. CAPTIONS. Title and headings of Sections or Paragraphs hereof have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent.
- P. COUNTERPARTS. This Agreement shall be executed in duplicate originals and all shall constitute but one and the same instrument.

IN WITNESS OF WHICH this Agreement has been executed on this the \_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF TYLER,  
a Texas municipal corporation

SMITH COUNTY, TEXAS  
a political subdivision of Texas

By: \_\_\_\_\_  
Mark McDaniel  
City Manager

By: \_\_\_\_\_  
Joel P. Baker  
County Judge

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
County Clerk

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

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

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

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

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

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

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

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

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

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

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

### **I. EFFECTIVE DATE**

The effective date of this Agreement shall be the 10<sup>th</sup> day of July 2019.

### **II. TERM**

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

### **III. DUTIES OF PARTIES**

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

#### **A. PUBLIC EDUCATION, OUTREACH, AND INVOLVEMENT.**

1. Smith County BMP PE/PI-1 – Public Service Announcements/Social Media: In order to address the Public Education and Outreach MCM, Tyler plans to utilize stormwater public service announcements. (*See* Tyler BMP PE/PI-1.) Because the public service announcements are broadcast throughout Smith County, Tyler shall recognize Smith County’s role in addressing stormwater issues in all stormwater public service announcements broadcast each year during the term of this Agreement.
2. Smith County BMP PE/PI-2 – Stormwater Web Site: In order to address the Public Education and Outreach MCM, Tyler plans to maintain its stormwater web site. (*See* Tyler BMP PE/PI-3.) Tyler shall work with Smith County to develop one (1) static stormwater web page for the Smith County web site. The stormwater web page developed for Smith County shall have a link to Tyler’s stormwater web site. Tyler’s stormwater website shall have a link to the Smith County website within 30

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

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

**B. ILLICIT DISCHARGE DETECTION AND ELIMINATION.**

1. Smith County BMP ID-1 – Storm Drain System Outfall Mapping: In order to address the Illicit Discharge Detection and Elimination MCM, Tyler is maintaining and improving a city-wide GIS storm drain system outfall map of those locations within Tyler’s corporate limits. (See Tyler BMP ID-1.) Smith County will develop and maintain a GIS storm drain system outfall map for those portions of the urbanized area outside of Tyler’s corporate limits. Information in each of Tyler and Smith County’s said GIS storm drain system outfall maps shall be made available to the other party.
2. Smith County BMP ID-3 – Illicit Discharge Investigations: In order to address the Illicit Discharge Detection and Elimination MCM, Tyler plans to conduct illicit discharge investigations throughout the storm sewer system on an as needed basis. (See Tyler BMP ID-3.) These investigations can utilize fluorescent dye testing, smoke testing, and/or remote TV camera inspection to track down illicit connections to the MS4. Smith County shall work with Tyler to coordinate such illicit discharge investigations within the urbanized area outside of Tyler’s corporate limits when such investigations are necessary. Smith County shall reimburse Tyler on a case-by-case basis for illicit discharge investigations requested by Smith County and performed by Tyler in the urbanized area outside Tyler’s corporate limits. Smith County shall reimburse Tyler for the costs associated with the requested investigations within 30 days after Tyler submits an invoice to Smith County for such investigations.
3. Smith County BMP ID-6 – Reduce Failing Septic Systems: In order to address the Illicit Discharge Detection and Elimination MCM, Smith County plans to continue its permitting and regulation of septic systems through the TCEQ On-site Sewage Facility Program (“OSSF”). To enhance the effectiveness of this program, Smith



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

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

#### C. CONSTRUCTION SITE STORMWATER RUNOFF CONTROL

1. Smith County BMP C-1 – Track Construction Site Notices: In order to address the Construction Site Stormwater Runoff Control MCM, Tyler plans to review plans for construction projects within Tyler's corporate limits and ETJ as allowed by State law and City ordinances. (See Tyler BMP C-2.) Smith County will track all construction site notices including Notices of Intents, Notices of Change and Notices of Termination that it receives as the MS4 operator and share that information with the City of Tyler.
2. Smith County BMP C-2 – Construction Inspection: In order to address the Construction Site Stormwater Runoff Control MCM, Tyler plans to continue to conduct construction inspections of residential and commercial sites within Tyler's corporate limits and some areas of its ETJ as allowed by State law and City ordinances. (See Tyler BMP C-3.) Smith County will notify the City of Tyler of any citizen complaints that it receives through the County's Web-Based Incident Reporting System (Smith County BMP ID-5) regarding construction sites located in the City's ETJ. If allowed under State and local law, the City of Tyler will perform construction inspections of those sites located in the City's ETJ and report inspection results to Smith County.

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

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

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

**E. POLLUTION PREVENTION/GOOD HOUSEKEEPING FOR MUNICIPAL OPERATIONS.**

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

**IV. PAYMENT/FUNDING**

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

**V. MISCELLANEOUS PROVISIONS**

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

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

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

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

- B. **CURRENT REVENUES.** Tyler and Smith County will pay for services rendered pursuant to this Agreement from current revenues.
- C. **RENEWAL.** The renewal of this Agreement shall be contingent upon the availability of current revenue funds and annual budget allocations and appropriations by the parties.
- D. **HOLD HARMLESS.** Each party to this Agreement does hereby agree to waive all claims against, release and hold the other party and its respective officials, officers, agents, and employees, both in their official capacity and individual capacity, harmless from and against any and all liability, claims, suits, demands, losses, damages (including court costs and attorneys' fees) or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.
- E. **MUTUAL COOPERATION.** Tyler and Smith County agree to cooperate with each other, in good faith, at all times during the term hereof in order to effectuate the purpose and intent of this Agreement.
- F. **AUTHORITY TO CONTRACT.** Each party acknowledges and represents that this Agreement has been duly authorized by their respective governing body.
- G. **NO PARTNERSHIP.** Nothing contained herein shall be deemed or construed by the parties hereto or by any third party, as creating the relationship of employer-employee, principal-agent, partners, joint ventures, or any other similar such relationships, between the parties hereto.

- H. ENTIRE AGREEMENT; AMENDMENTS. This Agreement contains the entire Agreement of the parties respecting the subject matter and supersedes all prior negotiations, representations and/or agreements, either written or oral, between the parties. This Agreement may not be modified or amended except by written Agreement duly executed by both parties.
- I. INTERPRETATION. This Agreement has been entered into and under the authority granted under the Act. All terms and provisions are to be construed and interpreted consistently with that Act. Should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.
- J. SEVERABILITY. The provisions of this Agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement shall be found to be contrary to law, or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of this Agreement; however, upon the occurrence of such event, either party may terminate this Agreement by giving the other party thirty days written notice of its intent to terminate.
- K. ASSIGNMENT AND SUBLETTING. This Agreement shall not be assigned in whole or in part without the written consent of both parties.
- L. WAIVER. The waiver by either party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision.
- M. REMEDIES. No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity, but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.
- N. APPLICABLE LAWS. This Agreement will be construed in accordance with the laws and Constitution of the State of Texas. All obligations are performable in Smith County, Texas. Exclusive venue shall be in Smith County, Texas.
- O. CAPTIONS. Title and headings of Sections or Paragraphs hereof have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be

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

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

IN WITNESS OF WHICH this Agreement has been executed on this the \_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF TYLER,  
a Texas municipal corporation

SMITH COUNTY, TEXAS  
a political subdivision of Texas

By: \_\_\_\_\_  
Edward Broussard  
City Manager

By: \_\_\_\_\_  
Nathaniel Moran  
County Judge

ATTEST:

\_\_\_\_\_  
City Clerk

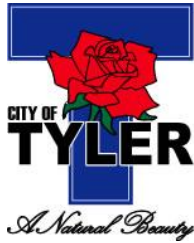
\_\_\_\_\_  
County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office

\_\_\_\_\_  
Assistant District Attorney for  
Commissioner's Court



**CITY OF TYLER  
CITY COUNCIL COMMUNICATION**



**Agenda Number:** M-3

**Date:** July 10, 2019

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

**Page:** Page 1 of 1

**Item Reference:**

On March 7, 2019, the City Manager authorized a contract with Benchmark Design Group to provide engineering, design and construction phase services for the Vehicle Services Parking Lot Reconstruction project. The project will replace the existing degenerated asphalt parking lot at the City of Tyler's Vehicle Service Center with a new concrete parking lot. The project was publicly advertised and bids were opened on June 25, 2019. The following bids were received:

<b>Contractor</b>	<b>Base Bid</b>
Baker & Company Construction	\$211,112.90
L&L Asphalt Corporation	\$243,335.00
RVP Construction	\$287,577.00
Wall Enterprises	\$226,540.15

The engineer and staff have reviewed the bids and recommend that the contract, in the amount of \$211,112.90 be awarded to the low bidder, Baker & Company Construction.

**RECOMMENDATION:**

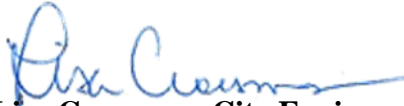
It is recommended that the City Council authorize the City Manager to execute a contract with Baker & Company Construction for the construction of the Vehicle Services Parking Lot Reconstruction project in the amount of \$211,112.90.

**ATTACHMENTS:**

[VES Site Map.JPG](#)

[VES BID TABULATION.pdf](#)

**Drafted/Recommended By:**  
**Department Leader**

  
**Lisa Crossman, City Engineer**

**Edited/Submitted By:**  
**City Manager**





**CITY OF TYLER  
CITY COUNCIL COMMUNICATION**



**Agenda Number:** M-4

**Date:** July 10, 2019

**Subject:** Request that the City Council consider authorizing the City Manager to execute a contract with C.E. Marler and Associates, Inc. for the construction of the Community Development Block Grant (CDBG) sidewalk improvements near Austin Elementary project in the amount of \$330,889.75.

**Page:** Page 1 of 2

**Item Reference:** 08/08/2018, M-8; 01/01/2019 M-8

On August 8, 2018, the City Council approved an allocation from the 2018-19 Community Development Block Grant (CDBG) public facilities budget to be spent for sidewalk improvements south of T.J. Austin Elementary in the 2018 Target Area located in District 3. Staff determined that the T.J. Austin Elementary area should benefit from sidewalks on the West side of Palace from Queen to Franklin, and the East side of Moore from Fields Street to Harmony Street. The design is complete and the project advertised for bids.

The following bids were received on Tuesday, June 11, 2019:

<b>CONTRACTOR</b>	<b>BASE BID</b>	<b>ALT BID</b>
Texas Specialized Construction Services, LLC	\$228,772.86	\$16,434.09
C.E. Marler and Associates	\$330,889.75	\$24,090.00
Reynolds and Kay, LTD	\$347,933.40	\$19,849.50
B & E Construction, Inc.	\$369,691.30	\$27,125.00
Leland Bradley Construction, Inc.	\$384,883.50	\$49,570.00
Crown Civil Construction	\$399,892.00	\$33,438.50

Texas Specialized Construction Services, LLC was not able to meet the bonding requirements specified in the construction contract and was disqualified. It is recommended that the base bid be awarded to the second low bidder, C.E. Marler and Associates. The total budget for the project is \$330,711. The bid alternate included approximately 100 feet of sidewalk between Franklin Street and Harmony Street. However, only the base bid is recommended at this time due to funding constraints and right of way requirements.

**FUNDING:** Community Development Block Grant Funds

**Agenda Number:** M-4

**Page:** 2 of 2

**RECOMMENDATION:**

It is recommended that the City Council authorize the City Manager to execute a contract with C.E. Marler and Associates, Inc. for the construction of the CDBG Sidewalk Improvements near Austin Elementary project in the amount of \$330,889.75.

**ATTACHMENTS:**

[ATTACHMENT 1 Location Map.docx](#)

[ATTACHMENT 2 - Bid Tabulation.pdf](#)

**Drafted/Recommended By:**  
**Department Leader**



**Lisa Crossman, City Engineer**

**Edited/Submitted By:**  
**City Manager**







**CITY OF TYLER VEHICLE SERVICES PARKING LOT**  
**CITY OF TYLER BID NO.: 19-040**  
**BID TABULATION**  
**6/26/2019**

ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	BAKER & COMPANY CONSTRUCTION LLC		WALL ENTERPRISES		L&L ASPHALT CORPORATION		RVP CONSTRUCTION INC.	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	2883	SY	Remove and dispose of asphalt pavement	\$1.10	\$3,171.30	\$6.00	\$17,298.00	\$1.40	\$4,036.20	\$18.00	\$51,894.00
2	66	LF	Remove and dispose of concrete curb	\$7.70	\$508.20	\$12.50	\$825.00	\$15.00	\$990.00	\$20.00	\$1,320.00
3	31	SF	Remove and dispose of concrete sidewalk	\$15.00	\$465.00	\$8.00	\$248.00	\$2.50	\$77.50	\$32.26	\$1,000.06
4	2	EA	Adjust water valve	\$790.00	\$1,580.00	\$180.00	\$360.00	\$400.00	\$800.00	\$1,000.00	\$2,000.00
5	25,856	SF	Concrete Pavement (7", 3600 psi, #4-12" OCEW)	\$7.00	\$180,992.00	\$6.70	\$173,235.20	\$8.25	\$213,312.00	\$6.50	\$168,064.00
6	25,856	SF	Subgrade Prep (6" thick)	\$0.15	\$3,878.40	\$0.45	\$11,635.20	\$0.14	\$3,619.84	\$1.00	\$25,856.00
7	163	LF	Thickened concrete edge	\$24.00	\$3,912.00	\$7.25	\$1,181.75	\$30.00	\$4,890.00	\$12.27	\$2,000.01
8	201	SF	Concrete sidewalk	\$6.00	\$1,206.00	\$7.00	\$1,407.00	\$8.00	\$1,608.00	\$5.00	\$1,005.00
9	1	LS	Pavement striping	\$1,000.00	\$1,000.00	\$750.00	\$750.00	\$850.00	\$850.00	\$1,500.00	\$1,500.00
10	1	LS	Erosion Control	\$2,800.00	\$2,800.00	\$1,500.00	\$1,500.00	\$2,425.00	\$2,425.00	\$2,000.00	\$2,000.00
11	1	LS	Earthwork	\$2,900.00	\$2,900.00	\$7,650.00	\$7,650.00	\$5,000.00	\$5,000.00	\$20,000.00	\$20,000.00
12	50	CY	Select Fill	\$14.00	\$700.00	\$29.00	\$1,450.00	\$17.00	\$850.00	\$70.00	\$3,500.00
13	1	LS	Mobilization	\$8,000.00	\$8,000.00	\$9,000.00	\$9,000.00	\$4,876.46	\$4,876.46	\$7,036.00	\$7,036.00
<b>TOTAL</b>				<b>\$211,112.90</b>	<b>\$211,112.90</b>	<b>TOTAL</b>	<b>\$226,540.15</b>	<b>TOTAL</b>	<b>\$243,335.00</b>	<b>TOTAL</b>	<b>\$287,175.07</b>

# ATTACHMENT 1

## Location Map



City of Tyler

CDBG Sidewalk Improvements  
Near Austin Elementary  
Bid No. 19-029

Bid Tabulation

6/18/2019

BASE BID					Texas Specialized Construction Services, LLC	Crown Civil Construction	C.E. Marler and Associates, Inc.			
Item	Code	Pay Item Description	Estimated Quantity	Unit	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
100	2000	Grubbing and Grading Work	26.70	STA			\$ 2,650.00	\$ 70,755.00	\$ 1,500.00	\$ 40,050.00
104	2015	Remove Existing Concrete Sidewalk	104.70	SY			\$ 20.00	\$ 2,094.00	\$ 30.00	\$ 3,141.00
104	2016	Saw Cut & Remove Existing Concrete Ramp	1	EA			\$ 300.00	\$ 300.00	\$ 1,500.00	\$ 1,500.00
104	2017	Saw Cut & Remove Existing Concrete Drive	75	SY			\$ 25.00	\$ 1,875.00	\$ 40.00	\$ 3,000.00
104	2029	Remove Existing Concrete Curb & Gutter	771	LF			\$ 10.00	\$ 7,710.00	\$ 12.00	\$ 9,252.00
105	2005	Saw Cut & Remove Existing Asphalt Pavement	267	SY			\$ 8.00	\$ 2,136.00	\$ 25.00	\$ 6,675.00
164	6022	Cellulose Fiber Mulch Seeding(PERM)(URBAN)(SANDY)	4,275	SY			\$ 0.30	\$ 1,282.50	\$ 1.25	\$ 5,343.75
166	2022	Fertilizer	588.00	LBS			\$ 0.25	\$ 147.00	\$ 1.00	\$ 588.00
500	2001	Mobilization	1	LS			\$ 35,000.00	\$ 35,000.00	\$ 22,000.00	\$ 22,000.00
502	2001	Barricades, Signs, & Traffic Handling	1	LS			\$ 4,500.00	\$ 4,500.00	\$ 5,000.00	\$ 5,000.00
506	6038	Temporary Sediment Control Fence	2,650	LF			\$ 0.25	\$ 662.50	\$ 6.00	\$ 15,900.00
506	6048	SW3P Inspection & Maintenance Program	1	LS			\$ 200.00	\$ 200.00	\$ 2,000.00	\$ 2,000.00
529	2035	6" Concrete Retaining Curb (Up to 18")	734	LF			\$ 48.00	\$ 35,232.00	\$ 12.00	\$ 8,808.00
529	2036	6" Concrete Retaining Curb (Above 18")	137	LF			\$ 92.00	\$ 12,604.00	\$ 24.00	\$ 3,288.00
529	6100	Concrete Curb & Gutter	190	LF			\$ 56.00	\$ 10,640.00	\$ 47.00	\$ 8,930.00
530	6016	Concrete Driveways	386.40	SY			\$ 85.00	\$ 32,844.00	\$ 85.00	\$ 32,844.00
531	6003	4' Concrete Sidewalks	356	SY			\$ 85.00	\$ 30,260.00	\$ 70.00	\$ 24,920.00
531	6004	5' Concrete Sidewalks	435	SY			\$ 110.00	\$ 47,850.00	\$ 70.00	\$ 30,450.00
531	6006	TxDOT Type 3 ADA Ramp	1	EA			\$ 2,500.00	\$ 2,500.00	\$ 2,200.00	\$ 2,200.00
531	6010	TxDOT Type 7 ADA Ramp	15	EA			\$ 2,250.00	\$ 33,750.00	\$ 1,800.00	\$ 27,000.00
531	6034	TxDOT Type 7 ADA Ramp (MOD)	1	EA			\$ 2,700.00	\$ 2,700.00	\$ 2,000.00	\$ 2,000.00
531	6040	TxDOT Type 3 ADA Ramp (MOD)	1	EA			\$ 2,800.00	\$ 2,800.00	\$ 2,200.00	\$ 2,200.00
531	6058	TxDOT Type 6 ADA Ramp (MOD)	1	EA			\$ 3,750.00	\$ 3,750.00	\$ 2,200.00	\$ 2,200.00
560	2001	Relocate Existing Mailbox Assemblies	1	LS			\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00
647	2002	Relocate Existing Signs	1	LS			\$ 750.00	\$ 750.00	\$ 2,500.00	\$ 2,500.00
752	2025	Tree Removal (24"-36" Diameter)	1	EA			\$ 3,500.00	\$ 3,500.00	\$ 4,000.00	\$ 4,000.00
800	2001	Allowance for Additional Work	1	LS			\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
5995	2002	Project Signs	2	EA			\$ 1,400.00	\$ 2,800.00	\$ 1,200.00	\$ 2,400.00
7168	6065	Asphalt Repair	200	SY			\$ 75.00	\$ 15,000.00	\$ 88.00	\$ 17,600.00
7171	6019	Relocate Existing Water Meters	21	EA			\$ 250.00	\$ 5,250.00	\$ 600.00	\$ 12,600.00
<b>Base Bid Cost</b>					<b>Disqualified</b>		<b>\$ 399,892.00</b>		<b>\$ 330,889.75</b>	

Additive Alternate					Texas Specialized Construction Services, LLC	Crown Civil Construction	C.E. Marler and Associates, Inc.			
Item	Code	Pay Item Description	Estimated Quantity	Unit	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
100	2000	Grubbing and Grading Work	2.00	STA			\$ 2,650.00	\$ 5,300.00	\$ 1,500.00	\$ 3,000.00
104	2029	Remove Existing Concrete Curb & Gutter	45	LF			\$ 10.00	\$ 450.00	\$ 12.00	\$ 540.00
105	2005	Saw Cut & Remove Existing Asphalt Pavement	30	SY			\$ 8.00	\$ 240.00	\$ 25.00	\$ 750.00
164	6022	Cellulose Fiber Mulch Seeding(PERM)(URBAN)(SANDY)	320	SY			\$ 0.30	\$ 96.00	\$ 1.25	\$ 400.00
166	2022	Fertilizer	50.00	LBS			\$ 0.25	\$ 12.50	\$ 1.00	\$ 50.00
506	6038	Temporary Sediment Control Fence	200	LF			\$ 0.25	\$ 50.00	\$ 6.00	\$ 1,200.00
529	2035	6" Concrete Retaining Curb (Up to 18")	40	LF			\$ 48.00	\$ 1,920.00	\$ 12.00	\$ 480.00
529	2036	6" Concrete Retaining Curb (Above 18")	70	LF			\$ 92.00	\$ 6,440.00	\$ 24.00	\$ 1,680.00
529	6100	Concrete Curb & Gutter	30	LF			\$ 56.00	\$ 1,680.00	\$ 70.00	\$ 2,100.00
531	6004	5' Concrete Sidewalks	75	SY			\$ 110.00	\$ 8,250.00	\$ 70.00	\$ 5,250.00
531	6010	TxDOT Type 7 ADA Ramp	3	EA			\$ 2,250.00	\$ 6,750.00	\$ 2,000.00	\$ 6,000.00
7168	6065	Asphalt Repair	30	SY			\$ 75.00	\$ 2,250.00	\$ 88.00	\$ 2,640.00
<b>Additive Alternate Cost</b>							<b>\$ 33,438.50</b>		<b>\$ 24,090.00</b>	
<b>Base Bid Plus Additive Alternate</b>					<b>Disqualified</b>		<b>\$ 433,330.50</b>		<b>\$ 354,979.75</b>	

Denotes correction of errors in submitted bid related to multiplication and/or addition



City of Tyler

CDBG Sidewalk Improvements  
Near Austin Elementary  
Bid No. 19-029

Bid Tabulation

6/18/2019

BASE BID				Reynolds & Kay LTD		B & E Construction, Inc.		Leland Bradlee Construction, Inc.		
Item	Code	Pay Item Description	Estimated Quantity	Unit	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
100	2000	Grubbing and Grading Work	26.70	STA	\$ 655.00	\$ 17,488.50	\$ 1,000.00	\$ 26,700.00	\$ 225.00	\$ 6,007.50
104	2015	Remove Existing Concrete Sidewalk	104.70	SY	\$ 75.00	\$ 7,852.50	\$ 25.00	\$ 2,617.50	\$ 40.00	\$ 4,188.00
104	2016	Saw Cut & Remove Existing Concrete Ramp	1	EA	\$ 900.00	\$ 900.00	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00
104	2017	Saw Cut & Remove Existing Concrete Drive	75	SY	\$ 60.00	\$ 4,500.00	\$ 20.00	\$ 1,500.00	\$ 40.00	\$ 3,000.00
104	2029	Remove Existing Concrete Curb & Gutter	771	LF	\$ 15.00	\$ 11,565.00	\$ 9.00	\$ 6,939.00	\$ 15.00	\$ 11,565.00
105	2005	Saw Cut & Remove Existing Asphalt Pavement	267	SY	\$ 5.00	\$ 1,335.00	\$ 15.00	\$ 4,005.00	\$ 9.00	\$ 2,403.00
164	6022	Cellulose Fiber Mulch Seeding(PERM)(URBAN)(SANDY)	4,275	SY	\$ 0.60	\$ 2,565.00	\$ 3.00	\$ 12,825.00	\$ 3.00	\$ 12,825.00
166	2022	Fertilizer	588.00	LBS	\$ 0.55	\$ 323.40	\$ 2.00	\$ 1,176.00	\$ 10.00	\$ 5,880.00
500	2001	Mobilization	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 33,601.00	\$ 33,601.00	\$ 60,000.00	\$ 60,000.00
502	2001	Barricades, Signs, & Traffic Handling	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 18,000.00	\$ 18,000.00	\$ 5,000.00	\$ 5,000.00
506	6038	Temporary Sediment Control Fence	2,650	LF	\$ 1.00	\$ 2,650.00	\$ 3.00	\$ 7,950.00	\$ 3.00	\$ 7,950.00
506	6048	SW3P Inspection & Maintenance Program	1	LS	\$ 7,000.00	\$ 7,000.00	\$ 2,500.00	\$ 2,500.00	\$ 4,000.00	\$ 4,000.00
529	2035	6" Concrete Retaining Curb (Up to 18")	734	LF	\$ 25.00	\$ 18,350.00	\$ 50.00	\$ 36,700.00	\$ 30.00	\$ 22,020.00
529	2036	6" Concrete Retaining Curb (Above 18")	137	LF	\$ 35.00	\$ 4,795.00	\$ 100.00	\$ 13,700.00	\$ 50.00	\$ 6,850.00
529	6100	Concrete Curb & Gutter	190	LF	\$ 30.00	\$ 5,700.00	\$ 27.00	\$ 5,130.00	\$ 22.00	\$ 4,180.00
530	6016	Concrete Driveways	386.40	SY	\$ 110.00	\$ 42,504.00	\$ 77.00	\$ 29,752.80	\$ 90.00	\$ 34,776.00
531	6003	4' Concrete Sidewalks	356	SY	\$ 80.00	\$ 28,480.00	\$ 50.00	\$ 17,800.00	\$ 44.00	\$ 15,664.00
531	6004	5' Concrete Sidewalks	435	SY	\$ 75.00	\$ 32,625.00	\$ 52.00	\$ 22,620.00	\$ 45.00	\$ 19,575.00
531	6006	TxDOT Type 3 ADA Ramp	1	EA	\$ 2,700.00	\$ 2,700.00	\$ 1,850.00	\$ 1,850.00	\$ 3,000.00	\$ 3,000.00
531	6010	TxDOT Type 7 ADA Ramp	15	EA	\$ 2,300.00	\$ 34,500.00	\$ 1,950.00	\$ 29,250.00	\$ 4,500.00	\$ 67,500.00
531	6034	TxDOT Type 7 ADA Ramp (MOD)	1	EA	\$ 4,500.00	\$ 4,500.00	\$ 2,600.00	\$ 2,600.00	\$ 5,000.00	\$ 5,000.00
531	6040	TxDOT Type 3 ADA Ramp (MOD)	1	EA	\$ 4,300.00	\$ 4,300.00	\$ 2,500.00	\$ 2,500.00	\$ 4,000.00	\$ 4,000.00
531	6058	TxDOT Type 6 ADA Ramp (MOD)	1	EA	\$ 5,200.00	\$ 5,200.00	\$ 2,575.00	\$ 2,575.00	\$ 3,500.00	\$ 3,500.00
560	2001	Relocate Existing Mailbox Assemblies	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	\$ 2,500.00	\$ 2,500.00
647	2002	Relocate Existing Signs	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	\$ 500.00	\$ 500.00
752	2025	Tree Removal (24"-36" Diameter)	1	EA	\$ 1,400.00	\$ 1,400.00	\$ 1,800.00	\$ 1,800.00	\$ 2,000.00	\$ 2,000.00
800	2001	Allowance for Additional Work	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
5995	2002	Project Signs	2	EA	\$ 800.00	\$ 1,600.00	\$ 1,800.00	\$ 3,600.00	\$ 500.00	\$ 1,000.00
7168	6065	Asphalt Repair	200	SY	\$ 14.00	\$ 2,800.00	\$ 65.00	\$ 13,000.00	\$ 35.00	\$ 7,000.00
7171	6019	Relocate Existing Water Meters	21	EA	\$ 300.00	\$ 6,300.00	\$ 1,500.00	\$ 31,500.00	\$ 1,500.00	\$ 31,500.00
<b>Base Bid Cost</b>						<b>\$ 347,933.40</b>		<b>\$ 369,691.30</b>		<b>\$ 384,883.50</b>

Additive Alternate				Reynolds & Kay LTD		B & E Construction, Inc.		Leland Bradlee Construction, Inc.		
Item	Code	Pay Item Description	Estimated Quantity	Unit	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
100	2000	Grubbing and Grading Work	2.00	STA	\$ 655.00	\$ 1,310.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00
104	2029	Remove Existing Concrete Curb & Gutter	45	LF	\$ 15.00	\$ 675.00	\$ 9.00	\$ 405.00	\$ 15.00	\$ 675.00
105	2005	Saw Cut & Remove Existing Asphalt Pavement	30	SY	\$ 5.00	\$ 150.00	\$ 15.00	\$ 450.00	\$ 9.00	\$ 270.00
164	6022	Cellulose Fiber Mulch Seeding(PERM)(URBAN)(SANDY)	320	SY	\$ 0.60	\$ 192.00	\$ 3.00	\$ 960.00	\$ 20.00	\$ 6,400.00
166	2022	Fertilizer	50.00	LBS	\$ 0.55	\$ 27.50	\$ 2.00	\$ 100.00	\$ 150.00	\$ 7,500.00
506	6038	Temporary Sediment Control Fence	200	LF	\$ 1.00	\$ 200.00	\$ 3.00	\$ 600.00	\$ 10.00	\$ 2,000.00
529	2035	6" Concrete Retaining Curb (Up to 18")	40	LF	\$ 25.00	\$ 1,000.00	\$ 60.00	\$ 2,400.00	\$ 50.00	\$ 2,000.00
529	2036	6" Concrete Retaining Curb (Above 18")	70	LF	\$ 35.00	\$ 2,450.00	\$ 110.00	\$ 7,700.00	\$ 75.00	\$ 5,250.00
529	6100	Concrete Curb & Gutter	30	LF	\$ 30.00	\$ 900.00	\$ 27.00	\$ 810.00	\$ 45.00	\$ 1,350.00
531	6004	5' Concrete Sidewalks	75	SY	\$ 75.00	\$ 5,625.00	\$ 52.00	\$ 3,900.00	\$ 55.00	\$ 4,125.00
531	6010	TxDOT Type 7 ADA Ramp	3	EA	\$ 2,300.00	\$ 6,900.00	\$ 1,950.00	\$ 5,850.00	\$ 5,000.00	\$ 15,000.00
7168	6065	Asphalt Repair	30	SY	\$ 14.00	\$ 420.00	\$ 65.00	\$ 1,950.00	\$ 100.00	\$ 3,000.00
<b>Additive Alternate Cost</b>						<b>\$ 19,849.50</b>		<b>\$ 27,125.00</b>		<b>\$ 49,570.00</b>
<b>Base Bid Plus Additive Alternate</b>						<b>\$ 367,782.90</b>		<b>\$ 396,816.30</b>		<b>\$ 434,453.50</b>

Denotes correction of errors in submitted bid related to multiplication and/or addition



City of Tyler

CDBG Sidewalk Improvements  
Near Austin Elementary  
Bid No. 19-029

Bid Tabulation

6/18/2019

BASE BID					Texas Specialized Construction Services, LLC	Crown Civil Construction	C.E. Marler and Associates, Inc.			
Item	Code	Pay Item Description	Estimated Quantity	Unit	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
100	2000	Grubbing and Grading Work	26.70	STA			\$ 2,650.00	\$ 70,755.00	\$ 1,500.00	\$ 40,050.00
104	2015	Remove Existing Concrete Sidewalk	104.70	SY			\$ 20.00	\$ 2,094.00	\$ 30.00	\$ 3,141.00
104	2016	Saw Cut & Remove Existing Concrete Ramp	1	EA			\$ 300.00	\$ 300.00	\$ 1,500.00	\$ 1,500.00
104	2017	Saw Cut & Remove Existing Concrete Drive	75	SY			\$ 25.00	\$ 1,875.00	\$ 40.00	\$ 3,000.00
104	2029	Remove Existing Concrete Curb & Gutter	771	LF			\$ 10.00	\$ 7,710.00	\$ 12.00	\$ 9,252.00
105	2005	Saw Cut & Remove Existing Asphalt Pavement	267	SY			\$ 8.00	\$ 2,136.00	\$ 25.00	\$ 6,675.00
164	6022	Cellulose Fiber Mulch Seeding(PERM)(URBAN)(SANDY)	4,275	SY			\$ 0.30	\$ 1,282.50	\$ 1.25	\$ 5,343.75
166	2022	Fertilizer	588.00	LBS			\$ 0.25	\$ 147.00	\$ 1.00	\$ 588.00
500	2001	Mobilization	1	LS			\$ 35,000.00	\$ 35,000.00	\$ 22,000.00	\$ 22,000.00
502	2001	Barricades, Signs, & Traffic Handling	1	LS			\$ 4,500.00	\$ 4,500.00	\$ 5,000.00	\$ 5,000.00
506	6038	Temporary Sediment Control Fence	2,650	LF			\$ 0.25	\$ 662.50	\$ 6.00	\$ 15,900.00
506	6048	SW3P Inspection & Maintenance Program	1	LS			\$ 200.00	\$ 200.00	\$ 2,000.00	\$ 2,000.00
529	2035	6" Concrete Retaining Curb (Up to 18")	734	LF			\$ 48.00	\$ 35,232.00	\$ 12.00	\$ 8,808.00
529	2036	6" Concrete Retaining Curb (Above 18")	137	LF			\$ 92.00	\$ 12,604.00	\$ 24.00	\$ 3,288.00
529	6100	Concrete Curb & Gutter	190	LF			\$ 56.00	\$ 10,640.00	\$ 47.00	\$ 8,930.00
530	6016	Concrete Driveways	386.40	SY			\$ 85.00	\$ 32,844.00	\$ 85.00	\$ 32,844.00
531	6003	4' Concrete Sidewalks	356	SY			\$ 85.00	\$ 30,260.00	\$ 70.00	\$ 24,920.00
531	6004	5' Concrete Sidewalks	435	SY			\$ 110.00	\$ 47,850.00	\$ 70.00	\$ 30,450.00
531	6006	TxDOT Type 3 ADA Ramp	1	EA			\$ 2,500.00	\$ 2,500.00	\$ 2,200.00	\$ 2,200.00
531	6010	TxDOT Type 7 ADA Ramp	15	EA			\$ 2,250.00	\$ 33,750.00	\$ 1,800.00	\$ 27,000.00
531	6034	TxDOT Type 7 ADA Ramp (MOD)	1	EA			\$ 2,700.00	\$ 2,700.00	\$ 2,000.00	\$ 2,000.00
531	6040	TxDOT Type 3 ADA Ramp (MOD)	1	EA			\$ 2,800.00	\$ 2,800.00	\$ 2,200.00	\$ 2,200.00
531	6058	TxDOT Type 6 ADA Ramp (MOD)	1	EA			\$ 3,750.00	\$ 3,750.00	\$ 2,200.00	\$ 2,200.00
560	2001	Relocate Existing Mailbox Assemblies	1	LS			\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00
647	2002	Relocate Existing Signs	1	LS			\$ 750.00	\$ 750.00	\$ 2,500.00	\$ 2,500.00
752	2025	Tree Removal (24"-36" Diameter)	1	EA			\$ 3,500.00	\$ 3,500.00	\$ 4,000.00	\$ 4,000.00
800	2001	Allowance for Additional Work	1	LS			\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
5995	2002	Project Signs	2	EA			\$ 1,400.00	\$ 2,800.00	\$ 1,200.00	\$ 2,400.00
7168	6065	Asphalt Repair	200	SY			\$ 75.00	\$ 15,000.00	\$ 88.00	\$ 17,600.00
7171	6019	Relocate Existing Water Meters	21	EA			\$ 250.00	\$ 5,250.00	\$ 600.00	\$ 12,600.00
<b>Base Bid Cost</b>					<b>Disqualified</b>	<b>\$ 399,892.00</b>	<b>\$ 330,889.75</b>			

Additive Alternate					Texas Specialized Construction Services, LLC	Crown Civil Construction	C.E. Marler and Associates, Inc.			
Item	Code	Pay Item Description	Estimated Quantity	Unit	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
100	2000	Grubbing and Grading Work	2.00	STA			\$ 2,650.00	\$ 5,300.00	\$ 1,500.00	\$ 3,000.00
104	2029	Remove Existing Concrete Curb & Gutter	45	LF			\$ 10.00	\$ 450.00	\$ 12.00	\$ 540.00
105	2005	Saw Cut & Remove Existing Asphalt Pavement	30	SY			\$ 8.00	\$ 240.00	\$ 25.00	\$ 750.00
164	6022	Cellulose Fiber Mulch Seeding(PERM)(URBAN)(SANDY)	320	SY			\$ 0.30	\$ 96.00	\$ 1.25	\$ 400.00
166	2022	Fertilizer	50.00	LBS			\$ 0.25	\$ 12.50	\$ 1.00	\$ 50.00
506	6038	Temporary Sediment Control Fence	200	LF			\$ 0.25	\$ 50.00	\$ 6.00	\$ 1,200.00
529	2035	6" Concrete Retaining Curb (Up to 18")	40	LF			\$ 48.00	\$ 1,920.00	\$ 12.00	\$ 480.00
529	2036	6" Concrete Retaining Curb (Above 18")	70	LF			\$ 92.00	\$ 6,440.00	\$ 24.00	\$ 1,680.00
529	6100	Concrete Curb & Gutter	30	LF			\$ 56.00	\$ 1,680.00	\$ 70.00	\$ 2,100.00
531	6004	5' Concrete Sidewalks	75	SY			\$ 110.00	\$ 8,250.00	\$ 70.00	\$ 5,250.00
531	6010	TxDOT Type 7 ADA Ramp	3	EA			\$ 2,250.00	\$ 6,750.00	\$ 2,000.00	\$ 6,000.00
7168	6065	Asphalt Repair	30	SY			\$ 75.00	\$ 2,250.00	\$ 88.00	\$ 2,640.00
<b>Additive Alternate Cost</b>						<b>\$ 33,438.50</b>	<b>\$ 24,090.00</b>			
<b>Base Bid Plus Additive Alternate</b>					<b>Disqualified</b>	<b>\$ 433,330.50</b>	<b>\$ 354,979.75</b>			

Denotes correction of errors in submitted bid related to multiplication and/or addition



City of Tyler

CDBG Sidewalk Improvements  
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6/18/2019

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Item	Code	Pay Item Description	Estimated Quantity	Unit	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
100	2000	Grubbing and Grading Work	26.70	STA	\$ 655.00	\$ 17,488.50	\$ 1,000.00	\$ 26,700.00	\$ 225.00	\$ 6,007.50
104	2015	Remove Existing Concrete Sidewalk	104.70	SY	\$ 75.00	\$ 7,852.50	\$ 25.00	\$ 2,617.50	\$ 40.00	\$ 4,188.00
104	2016	Saw Cut & Remove Existing Concrete Ramp	1	EA	\$ 900.00	\$ 900.00	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00
104	2017	Saw Cut & Remove Existing Concrete Drive	75	SY	\$ 60.00	\$ 4,500.00	\$ 20.00	\$ 1,500.00	\$ 40.00	\$ 3,000.00
104	2029	Remove Existing Concrete Curb & Gutter	771	LF	\$ 15.00	\$ 11,565.00	\$ 9.00	\$ 6,939.00	\$ 15.00	\$ 11,565.00
105	2005	Saw Cut & Remove Existing Asphalt Pavement	267	SY	\$ 5.00	\$ 1,335.00	\$ 15.00	\$ 4,005.00	\$ 9.00	\$ 2,403.00
164	6022	Cellulose Fiber Mulch Seeding(PERM)(URBAN)(SANDY)	4,275	SY	\$ 0.60	\$ 2,565.00	\$ 3.00	\$ 12,825.00	\$ 3.00	\$ 12,825.00
166	2022	Fertilizer	588.00	LBS	\$ 0.55	\$ 323.40	\$ 2.00	\$ 1,176.00	\$ 10.00	\$ 5,880.00
500	2001	Mobilization	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 33,601.00	\$ 33,601.00	\$ 60,000.00	\$ 60,000.00
502	2001	Barricades, Signs, & Traffic Handling	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 18,000.00	\$ 18,000.00	\$ 5,000.00	\$ 5,000.00
506	6038	Temporary Sediment Control Fence	2,650	LF	\$ 1.00	\$ 2,650.00	\$ 3.00	\$ 7,950.00	\$ 3.00	\$ 7,950.00
506	6048	SW3P Inspection & Maintenance Program	1	LS	\$ 7,000.00	\$ 7,000.00	\$ 2,500.00	\$ 2,500.00	\$ 4,000.00	\$ 4,000.00
529	2035	6" Concrete Retaining Curb (Up to 18")	734	LF	\$ 25.00	\$ 18,350.00	\$ 50.00	\$ 36,700.00	\$ 30.00	\$ 22,020.00
529	2036	6" Concrete Retaining Curb (Above 18")	137	LF	\$ 35.00	\$ 4,795.00	\$ 100.00	\$ 13,700.00	\$ 50.00	\$ 6,850.00
529	6100	Concrete Curb & Gutter	190	LF	\$ 30.00	\$ 5,700.00	\$ 27.00	\$ 5,130.00	\$ 22.00	\$ 4,180.00
530	6016	Concrete Driveways	386.40	SY	\$ 110.00	\$ 42,504.00	\$ 77.00	\$ 29,752.80	\$ 90.00	\$ 34,776.00
531	6003	4' Concrete Sidewalks	356	SY	\$ 80.00	\$ 28,480.00	\$ 50.00	\$ 17,800.00	\$ 44.00	\$ 15,664.00
531	6004	5' Concrete Sidewalks	435	SY	\$ 75.00	\$ 32,625.00	\$ 52.00	\$ 22,620.00	\$ 45.00	\$ 19,575.00
531	6006	TxDOT Type 3 ADA Ramp	1	EA	\$ 2,700.00	\$ 2,700.00	\$ 1,850.00	\$ 1,850.00	\$ 3,000.00	\$ 3,000.00
531	6010	TxDOT Type 7 ADA Ramp	15	EA	\$ 2,300.00	\$ 34,500.00	\$ 1,950.00	\$ 29,250.00	\$ 4,500.00	\$ 67,500.00
531	6034	TxDOT Type 7 ADA Ramp (MOD)	1	EA	\$ 4,500.00	\$ 4,500.00	\$ 2,600.00	\$ 2,600.00	\$ 5,000.00	\$ 5,000.00
531	6040	TxDOT Type 3 ADA Ramp (MOD)	1	EA	\$ 4,300.00	\$ 4,300.00	\$ 2,500.00	\$ 2,500.00	\$ 4,000.00	\$ 4,000.00
531	6058	TxDOT Type 6 ADA Ramp (MOD)	1	EA	\$ 5,200.00	\$ 5,200.00	\$ 2,575.00	\$ 2,575.00	\$ 3,500.00	\$ 3,500.00
560	2001	Relocate Existing Mailbox Assemblies	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	\$ 2,500.00	\$ 2,500.00
647	2002	Relocate Existing Signs	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	\$ 500.00	\$ 500.00
752	2025	Tree Removal (24"-36" Diameter)	1	EA	\$ 1,400.00	\$ 1,400.00	\$ 1,800.00	\$ 1,800.00	\$ 2,000.00	\$ 2,000.00
800	2001	Allowance for Additional Work	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
5995	2002	Project Signs	2	EA	\$ 800.00	\$ 1,600.00	\$ 1,800.00	\$ 3,600.00	\$ 500.00	\$ 1,000.00
7168	6065	Asphalt Repair	200	SY	\$ 14.00	\$ 2,800.00	\$ 65.00	\$ 13,000.00	\$ 35.00	\$ 7,000.00
7171	6019	Relocate Existing Water Meters	21	EA	\$ 300.00	\$ 6,300.00	\$ 1,500.00	\$ 31,500.00	\$ 1,500.00	\$ 31,500.00
<b>Base Bid Cost</b>						<b>\$ 347,933.40</b>	<b>\$ 369,691.30</b>	<b>\$ 384,883.50</b>		

Additive Alternate					Reynolds & Kay LTD		B & E Construction, Inc.		Leland Bradlee Construction, Inc.	
Item	Code	Pay Item Description	Estimated Quantity	Unit	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
100	2000	Grubbing and Grading Work	2.00	STA	\$ 655.00	\$ 1,310.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00
104	2029	Remove Existing Concrete Curb & Gutter	45	LF	\$ 15.00	\$ 675.00	\$ 9.00	\$ 405.00	\$ 15.00	\$ 675.00
105	2005	Saw Cut & Remove Existing Asphalt Pavement	30	SY	\$ 5.00	\$ 150.00	\$ 15.00	\$ 450.00	\$ 9.00	\$ 270.00
164	6022	Cellulose Fiber Mulch Seeding(PERM)(URBAN)(SANDY)	320	SY	\$ 0.60	\$ 192.00	\$ 3.00	\$ 960.00	\$ 20.00	\$ 6,400.00
166	2022	Fertilizer	50.00	LBS	\$ 0.55	\$ 27.50	\$ 2.00	\$ 100.00	\$ 150.00	\$ 7,500.00
506	6038	Temporary Sediment Control Fence	200	LF	\$ 1.00	\$ 200.00	\$ 3.00	\$ 600.00	\$ 10.00	\$ 2,000.00
529	2035	6" Concrete Retaining Curb (Up to 18")	40	LF	\$ 25.00	\$ 1,000.00	\$ 60.00	\$ 2,400.00	\$ 50.00	\$ 2,000.00
529	2036	6" Concrete Retaining Curb (Above 18")	70	LF	\$ 35.00	\$ 2,450.00	\$ 110.00	\$ 7,700.00	\$ 75.00	\$ 5,250.00
529	6100	Concrete Curb & Gutter	30	LF	\$ 30.00	\$ 900.00	\$ 27.00	\$ 810.00	\$ 45.00	\$ 1,350.00
531	6004	5' Concrete Sidewalks	75	SY	\$ 75.00	\$ 5,625.00	\$ 52.00	\$ 3,900.00	\$ 55.00	\$ 4,125.00
531	6010	TxDOT Type 7 ADA Ramp	3	EA	\$ 2,300.00	\$ 6,900.00	\$ 1,950.00	\$ 5,850.00	\$ 5,000.00	\$ 15,000.00
7168	6065	Asphalt Repair	30	SY	\$ 14.00	\$ 420.00	\$ 65.00	\$ 1,950.00	\$ 100.00	\$ 3,000.00
<b>Additive Alternate Cost</b>						<b>\$ 19,849.50</b>	<b>\$ 27,125.00</b>	<b>\$ 49,570.00</b>		
<b>Base Bid Plus Additive Alternate</b>						<b>\$ 367,782.90</b>	<b>\$ 396,816.30</b>	<b>\$ 434,453.50</b>		

Denotes correction of errors in submitted bid related to multiplication and/or addition





**CITY OF TYLER  
CITY COUNCIL COMMUNICATION**



**Agenda Number:** M-5

**Date:** July 10, 2019

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

**Page:** Page 1 of 1

**Item Reference:** January 10, 2018, M-3

The acquisition of easements and right-of-way for Cambridge Road is proceeding as part of the engineering services contract with CT Brannon Corporation. Permanent drainage easements, roadway easements, small portions of right of way, and temporary construction easements are required from 56 property owners for the project.

There have been easements and/or right of way acquired from 24 of the 56 property owners. Attached is a list of owners, the type of acquisition, and the amount of compensation. The total cost of the acquisitions for the project to date is \$69,377.82.

FUNDING: Half Cent Sales Tax

**RECOMMENDATION:**

It is recommended that the City Council ratify staff action authorizing reimbursements to Dixon Services Inc. for payments to property owners for easements and right-of-way for the Cambridge Road project in the amount of \$69,377.82.

**ATTACHMENTS:**

[ATTACHMENT 1 Location Map Cambridge.pdf](#)

[ATTACHMENT 2 List of Owners.pdf](#)

[ATTACHMENT 3 Map of Property Owners for Cambridge.pdf](#)

**Drafted/Recommended By:**  
**Department Leader**

  
**Lisa Crossman**

**Edited/Submitted By:**  
**City Manager**





# ATTACHMENT 1

# LOCATION MAP



## ATTACHMENT 2

### LIST OF PROPERTY OWNERS

Tract Number	Owner	Acquisition Type	Total Consideration Paid
1	Heritage Baptist Church	Drainage Utility & Roadway Easement	\$0.00
8	Grover C. and Francis W. Gilbert	Drainage Utility & Roadway Easement	\$3,283.34
9	Lee H. Hardy Jr. and Carolyn H. Hardy	Drainage Utility & Roadway Easement	\$3,083.34
12	Jerry G. Dudley and wife, Debra Georgia Huff and husband, Arthur E.	Drainage Utility & Roadway Easement	\$652.57
13	Terry Paul and Rebecca Lynn Ray	Drainage Utility & Roadway Easement	\$1,659.70
14	Raymond E. Anderson	Drainage Utility & Roadway Easement	\$3,242.76
15	William S. and Vickie Leonard	Drainage Utility & Roadway Easement	\$3,320.13
16	Lloyd Faust Mercer, Jr.	Drainage Utility & Roadway Easement	\$5,286.76
17	Orville J. Winover, Jr. and Janice E. Winover	Drainage Utility & Roadway Easement	\$3,111.21
18	Mary E. Small	Drainage Utility & Roadway Easement	\$2,846.59
25	Paula Kimmey	Temporary Construction Easement	\$100.00
33	Joseph Ford Jones	Temporary Construction Easement	\$100.00
35	Larry K. Timeaus, Independent Executor of the Doris Timeaus Estate	Fee Simple Purchase; Temporary Construction Easement	\$1,752.93
38	Steven Joseph Duran	Fee Simple Purchase; Drainage Utility & Roadway Easement	\$2,537.47
39	C & W Gandy Investments, LLC	Drainage Utility & Roadway Easement	\$5,861.25
40	C & W Gandy Investments, LLC	Drainage Utility & Roadway Easement	
49	Benjamin Winters	Drainage Utility & Roadway Easement	\$698.45
53	Debbie D. Shonk	Drainage Utility & Roadway Easement	\$702.77
54	Larry S. and Marianne Pierson	Drainage Utility & Roadway Easement	\$2,058.02
55	Earl Robert and Beverly M. Wait	Drainage Utility & Roadway Easement	\$12,152.46
57	Carlton E. and Patricia Thompson	Fee Simple Purchase; Drainage Utility & Roadway Easement	\$7,700.00
62	James Madison and Mikiu Stella Humphries	Drainage Utility & Roadway Easement	\$728.07
63	Brandywine Addition	Drainage Utility & Roadway Easement	\$0.00
65	Hassan K. Albeige	Drainage Utility & Roadway Easement	\$8,500.00
	<b>Total Consideration Paid</b>		<b>\$69,377.82</b>
Total Number of Tracts	56		
Number of Tracts Completed	24	Percentage of Tracts Completed	42.86%

ROW Agreement signed



Land Purchase



Easement Not Required

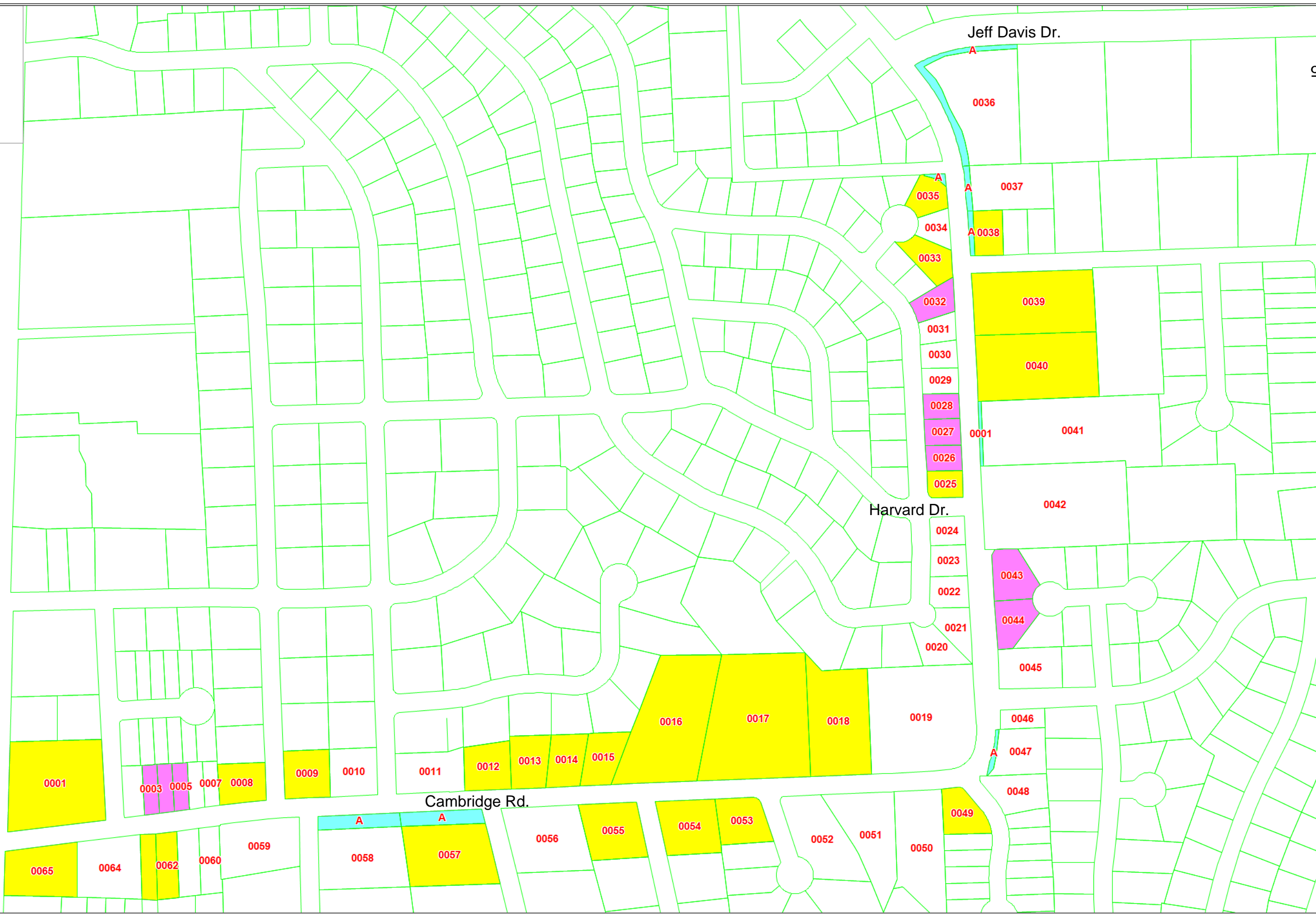


Broadway Ave./US HWY 69

Jeff Davis Dr.

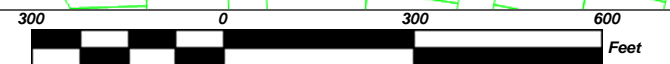
Harvard Dr.

Cambridge Rd.



12559 CR 192, Tyler, TX 75703

City of Tyler  
Cambridge Road Road  
Smith County, Texas



1 inch = 300 Feet

06-03-2019



**CITY OF TYLER  
CITY COUNCIL COMMUNICATION**



**Agenda Number:** M-6

**Date:** July 10, 2019

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

**Page:** Page 1 of 1

**Item Reference:** City Council Agenda M-2, 05/10/17

On May 10, 2017, the City Council approved a contract with Benchmark Design Group for the Cloverdale Drainage Feasibility Study, which was included in the Drainage CIP Strategy in 2016. The Feasibility Study identified areas where the existing storm drain system, including both open channels and underground pipes, are either undersized and/or failing and made recommendations for repair and replacement of the system to help alleviate flooding of streets and homes throughout the area from Woodlark Drive to Caperton Boulevard.

The Engineering Department has received a proposal in the amount of \$440,500 from Benchmark Design Group to perform engineering and design services, construction management, and construction inspection of this project. A scope and fee summary are attached for review.

FUNDING: Half Cent Sales Tax Fund


**RECOMMENDATION:**

It is recommended that the City Council authorize the City Manager to execute a contract with Benchmark Design Group for the design, construction management, and construction inspection of the Cloverdale Drainage Improvements project in the amount of \$440,500.

**ATTACHMENTS:**

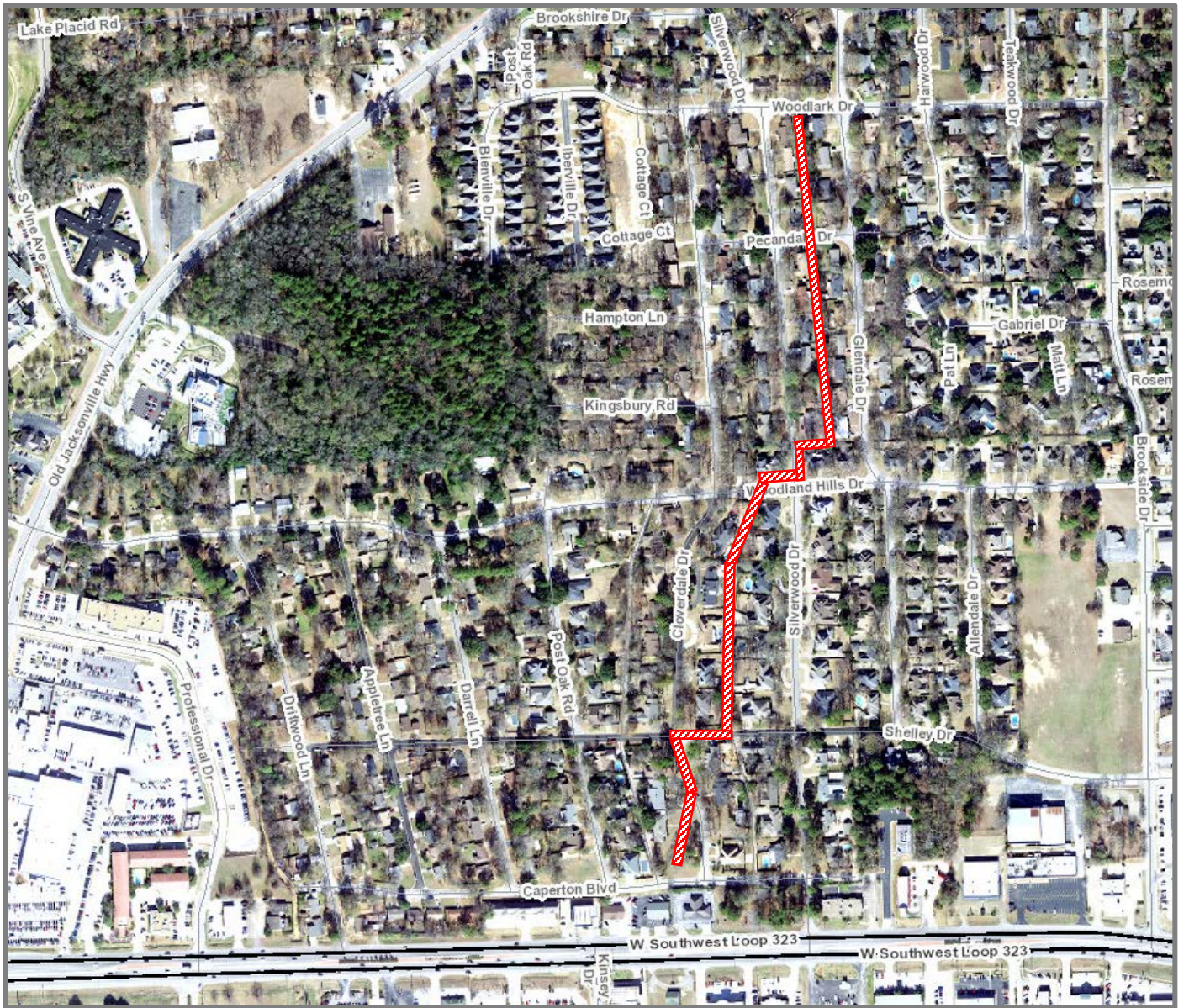
[Location Map.pdf](#)  
[Scope of Services.pdf](#)  
[Fee Schedule.pdf](#)

**Drafted/Recommended By:**  
**Department Leader**

  
**Lisa Crossman, City Engineer**

**Edited/Submitted By:**  
**City Manager**







## Scope of Services:

The scope of services consists of relocating the main conveyance facility (subsurface piping) to the center of Silverwood Drive from Woodlark Drive to Woodland Hills Drive, then return to the alley between Cloverdale and Silverwood from Woodland Hills to Shelley Drive, then over to Cloverdale Drive. The following is the Scope of Services:

1. Analyze plans and drafting to prepare individual easement parcel take maps.
2. Prepare easement parcel maps for the existing easement for city file along alignment.
3. Prepare easement parcel maps for the proposed easements.
4. Prepare metes and bounds descriptions for the easement parcel take areas.
5. Prepare overall easement exhibit alignment plats for the drainage area.
6. Furnish client with digital copy of all plats, digital cad file and shape file of the easement parcels.
7. Create master list of parcel owners.
8. Coordinate issuance of Title Opinion Letters.
9. Obtain signatures on all executable documents from parcel owners.
10. Deliver all executable documents to Owner or Project Engineer (Owner will be responsible for all recording fees, if any).
11. Denote the project site area for utility locate request.
12. Contact Texas One Call and Tyler water utilities for a utility locate request.
13. Establish conventional surveying traverse control network on the project site.
14. Tie in and verify existing project control from 2017 Cloverdale Drainage Study.
15. Analyze existing survey data from 2017 Cloverdale Drainage Study.
16. Establish Static GPS control points on or near the project site.
17. Localize RTK GPS for use along road right-of-way's and open areas of the site.
18. Locate, mark, flag and tie in property corners along the right-of-way of Woodlark Drive, Silverwood Drive, and Shelley Drive for possible drainage re-route within rights-of-way.
19. Perform topographic survey cross-sections of the roads listed above every 50 feet with ground shot at right-of-way line, back of curb, curb bottom, centerline top of pavement, curb bottom, back of curb, ground shot at right-of-way line.
20. Additional topographic surveying along Woodlark Drive between Harwood Drive and Cloverdale Drive for civil design of possible additional curb inlet structures.
21. Additional topographic surveying along Woodland Hills Drive between Allendale Drive and Cloverdale Drive for civil design of possible additional curb inlet structures.
22. Tie in any visible or marked utilities within the road rights-of-way.

23. Obtain existing flowlines elevations and sizes for the Curb inlets, box culverts, junctions, pipes, manhole top elevations on the storm sewer facilities within the drainage area.
24. Post process all data collected into cad and reference data to the North American Datum of 1983 and North American Vertical Datum of 1988 (Geoid 12B).
25. Drafting of all storm sewer facilities, lot boundaries, utilities and other improvements along the road right-of-way's within AutoCAD software.
26. Drafting of 3D break line work as needed along the proposed alignment.
27. Process topographic TIN for the survey along the alignment.
28. Prepare plat of topographic drainage survey for road alignment for civil design.
29. Prepare construction plans and specifications for all planned improvements.
30. Prepare bid documents.
31. Prepare Notice to Bidders.
32. Prepare Bid Items.
33. Assemble contract documents.
34. Bidding.
35. Assistance in awarding contract.
36. Inspections.
37. Checking submittals for conformity to plans and specifications.
38. Reviewing construction invoices from the contractor.
39. Progress Meetings: will meet periodically as required (typically at two-week intervals during the design phase of the project). These Progress Meetings will be used to coordinate the work effort and resolve problems.



## Fee Schedule:

<u>Task</u>	<u>Amount</u>
Topographic Surveying.....	\$35,000
Parcel Easement Take Surveying .....	\$20,000
Title Company and Landman .....	\$15,000
Engineering Design.....	\$250,000
Bidding and Contract Preparation .....	\$25,000
Geotechnical Testing .....	\$10,000
Inspection (hourly reimbursable budget) .....	\$50,000
10% Contingency.....	<u>\$35,500</u>

**Total Fees: \$440,500**





## CITY OF TYLER CITY COUNCIL COMMUNICATION

**Agenda Number:** M-7

**Date:** July 10, 2019

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

**Page:** 1 of 2

### **Item Reference:**

The City removed the Splash Pads from Bid 19-019 to renegotiate or rebid the aquatics portion. The bids under COT Bid No. 19-019 for the aquatics, came in at \$1,837,100. After negotiations, the total amount came in at \$1,430,124.61. Because of lack of funding at those prices, City Staff had been researching approved Buy Board Cooperative dealers that constructed splash pads.

In April 2019, Buy Board vendor Whirlix Design, Inc. was selected and provided pricing for both splash pads in an amount not to exceed \$850,991. After over two months of not being able to obtain a contract in addition to other Buy Board violation issues, staff chose to pull the awarded bid from the vendor and go back out for bids or select a different Buy Board vendor once designs have been finalized by The C.T. Brannon Corporation.

The designs will relocate the proposed splash pad to be on the same level as the pool at Fun Forest. This will offer a construction savings in the end due to the remodel of the pool. There is \$700,000 in funding available for the Fun Forest Phase II Pool construction and over \$850,000 from the Phase I Splash Pads for Fun Forest and Woldert, to a total of \$1,585,104.50 for this part of the project.

**FUNDING:** Half Cent Sales Tax Fund

The Half Cent Sales Tax Corporation Board will review this item on July 9, and staff will present their funding decision.

**Agenda Number: M-7**

**Page: 2 of 2**

**RECOMMENDATIONS:**

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

**ATTACHMENTS:**

1. Half Cent Financial Breakdown
2. Scope and Fee Summary
2. Drawings



**Drafted/Recommended By:  
Department Leader**

**Russ Jackson, Parks & Recreation Director**

**Edited/Submitted By:  
City Manager**



**Half Cent Financial Breakdown for Fun Forest and Woldert Parks**

**Current Budget for Fun Forest and Woldert Park - \$1,952,500.00**

**Additional Phase II for Fun Forest Park Pool - \$700,000.00**

**For a total of \$2,652,500.00**

**Current Expenses Committed for Both Projects**

Design C.T. Brannon Corporation -	\$ 50,000.00
Bid 19-019 Fun Forest Park Part A of Bid -	\$ 491,850.00
Bid 19-019 Woldert Park Part B of Bid -	\$ 437,174.00
Professional Services -	\$ 20,190.50
Electrical Services -	\$ 29,911.00
Bid 19-019 Line 50 Bid -	<u>\$ 38,270.00</u>
	\$1,067,395.50
<b>Total -</b>	<b>\$1,585,104.50</b>



**CITY OF TYLER  
CITY COUNCIL COMMUNICATION**

**Agenda Number:** M-8

**Date:** July 10, 2019

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

**Page:** 1 of 2

**Item Reference:** Texas Government Code Chapter 791

Chapter 791.001 of the Texas Government Code (Interlocal Cooperation Act) grants to all local governments in the State of Texas the right to contract or agree with other local governments to perform governmental functions and services that each party is authorized to perform individually. The City of Tyler Fire Department and the Smith County Emergency Services District 2 (ESD #2) desire to enter into an interlocal agreement concerning automatic aid and mutual aid fire services. Texas Local Government Code Section 791.006 specifically authorizes interlocal agreements for fire services.

Upon receipt of a report of an incident requiring a response in their own respective territories, the Tyler Fire Department and the ESD #2 may normally dispatch the level of resources as set forth in the agreement. Calls for assistance during a multi-unit incident within the City of Tyler shall be given on an “as needed basis”, but shall not exceed the necessary level of coverage for the City of Tyler. Calls for assistance during a multi-unit event incident shall be given on an “as needed basis” by the ESD #2. All such responses are subject to availability of personnel and equipment. In the event of a structure fire in either jurisdiction, the agreement sets forth the level of equipment and personnel for each entity.

Automatic alarm calls are not part of this agreement. Both agencies will be responsible for their own respective automatic alarm responses.

The term of this agreement shall be for one year, and shall then renew automatically for additional one-year terms, up to a maximum total of five years. Either party may terminate the agreement upon sixty days’ written notice. The City Council approved a similar interlocal agreement with the City of Whitehouse for fire and first responder services on June 12, 2019.

**RECOMMENDATION:**

It is recommended that the City Council approved the attached Interlocal Agreement between the City of Tyler and the Smith County Emergency Services District 2 (ESD #2) for fire and first responder services.


**Agenda Item:** M-8

**Page:** 2 of 2

**ATTACHMENTS**

1. Interlocal Agreement

**Drafted/Recommended By:**  
**Department Leader**

  
**David L. Coble, Fire Chief**

**Edited/Submitted By:**  
**City Manager**



THE STATE OF TEXAS

§

CITY OF TYLER INTERLOCAL AGREEMENT FOR  
FIRE AND FIRST RESPONDER SERVICES

COUNTY OF SMITH

§

BETWEEN THE CITY OF TYLER, TEXAS AND  
SMITH COUNTY EMERGENCY SERVICES

§

DISTRICT # 2

THIS INTERLOCAL Agreement for Fire and First Responder Services ("Agreement") is entered into on this the <sup>9</sup> day of ~~2018~~ by and between the City of Tyler, a home rule municipality in the State of Texas ("Tyler"), acting by and through, Edward Broussard, its duly authorized City Manager, and the Smith County Emergency Services District 2, acting by and through Randy Melton, its duly authorized President of the Smith County ESD 2 Board. Tyler and Smith County ESD # 2 are sometimes hereinafter referred to individually as the "Party" and collectively as the "Parties". Such entities acting herein under the authority and pursuant to the "Interlocal Cooperation Act", *Texas Government Code Sec. 791.001, et seq.*

WHEREAS, Emergency Services Districts are local political subdivisions of the State of Texas that may provide fire, rescue, EMS and other emergency services. ESDs are governed by a Board of five Commissioners. These Commissioners are generally appointed by the County Commissioners Court that they reside in. In Harris, Smith, and Orange counties, as well as ESDs that encompass more than one county, ESD Commissioners are elected by the residents of the ESD. ESDs are primarily funded by an ad valorem (property) tax that, under the State Constitution, cannot exceed \$0.10 per \$100 of property valuation. ESDs may also levy a sales and use tax for additional funding.

WHEREAS, the governmental entities which are Parties to this Agreement desire to enter into an agreement concerning automatic aid and mutual aid fire services; and

WHEREAS, the Texas Government Code, Chapter 791, the "Interlocal Cooperation Act," authorizes local government entities to enter into interlocal contracts for governmental purposes; and

WHEREAS, the Texas Government Code 791.006 specifically authorizes interlocal agreements for fire services; and

WHEREAS, it is the intent of the City of Tyler and ESD #2 to protect the public health, safety and welfare;

NOW, THEREFORE, in consideration of the mutual covenants, requirements and responsibilities contained herein, it is mutually agreed by the Parties hereto to enter into this Agreement upon the following terms:

I. Services to be performed

The services to be performed under this Agreement are as listed in Attachment A, which is attached hereto and considered a part hereof for all purposes. The services performed shall be subject to the Operating Provisions in Attachment B, which is attached hereto and considered a part hereof for all purposes.

II. Costs Reimbursed

ESD 2 and City of Tyler agree to reimburse each other for actual costs other than ordinary operating costs incurred by each other in the performance of this Agreement. Reimbursement shall be made on an incident-by-incident basis and shall be made subsequent to a submission of an invoice by the Party incurring costs to the other Party. Notwithstanding the above, each Party

shall be responsible for all costs associated with its own equipment, including damage and breakage.

III. Term of Agreement and Termination

The term of this Agreement shall be for one year beginning upon approval by both Parties and renewing automatically for additional one-year periods up to a maximum of 5 Total Years. Either Party may terminate this Agreement upon sixty days' notice in writing to the other Party.

IV. Liability

Each Party to this Agreement shall at all times be and remain legally responsible for the conduct of their respective fire department employees regardless of whether such employees were performing duties under this Agreement at the request of the requesting Party and regardless of whether such employees were acting under the authority, direction, suggestion or orders of an officer of the requesting Party. This assignment of civil liability is specifically permitted by section 791.006(a-1) of the Texas Government Code ("Code") and is intended to be different than the liability otherwise assigned under section 791.006(a) of the Code. Each Party hereby waives all claims against the other Party for compensation for any loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement.

Neither Party shall be reimbursed by the other Party for personnel costs incurred pursuant to this Agreement. Personnel who are assigned, designated, or ordered by their governing body to perform duties pursuant to this Agreement shall receive the same wage, salary, pension, and all other compensation, benefits and rights for the performance of such duties, including injury or death benefits and worker's compensation benefits, as though the service had been rendered within the limits of the requesting Party where he or she is regularly employed.

All wage and disability payments, pension payments, damage to equipment and clothing, medical expenses, and expenses of travel, food, and lodging or any benefits or payments to which an individual is entitled shall be paid by the Governmental Agency in which the employee in question is regularly employed.

All equipment used by the responding Party in carrying out this Agreement will, during the time response services are being performed, shall be the property of responding Party. All employees acting on behalf of a responding Party at the request of a requesting Party will, during the time response services are being performed, be employees of the responding Party for all purposes, including any claims for worker's compensation that may arise during the time such services are being rendered.

At all times while equipment and personnel of the responding Party are traveling to, from, or within the geographical limits of the normal response area of the requesting Party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the responding Party. Further, such personnel shall be deemed to be engaged in a governmental function of their Governmental Agency.

Nothing herein shall be construed to be a waiver of immunity under the Texas Tort Claims Act by either Party.

V. Independent Contractor

Each Party shall operate under this Agreement as an independent contractor, and not as an agent, representative, servant or employee of the other. Subject to the terms of this Agreement, each Party shall have the right to control the details of its performance hereunder.

VI. Notice

Unless otherwise provided herein, all notices required or permitted by this Agreement shall be made to the following addresses:

City of Tyler  
Attn: David Coble, Managing Director of Emergency Services, Fire Chief  
1718 West Houston St.  
Tyler, Texas 75702

Smith County ESD #2  
Attn: Randy Melton, President  
14128 Highway 110 South  
Whitehouse, TX 75791

VII. Payments

Any and all payments arising under this Agreement for the performance of governmental functions or services must be made from current revenues available to the paying Party.

VIII. Compliance

Both Parties shall comply with all Federal, State and City statutes, ordinances and regulations applicable to the performance of the services under this Agreement.

IX. Entire Agreement

This writing embodies the entire agreement and understanding between the Parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

X. Amendments

No alteration, change, modification or amendment of the terms of this Agreement shall be valid or effective unless made in writing and signed by both Parties hereto and approved by appropriate action of the governing body of each Party, except that service areas may be modified as operational necessities require by mutual written consent of the Parties.

XI. Waiver



No waiver of performance by either Party shall be construed as or operate as a waiver of any subsequent default of any terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

**XII. Governing Law and Venue**

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Smith County, Texas, or the United States District Court for the Eastern District of Texas – Tyler Division. This Agreement shall be construed in accordance with the laws of the State of Texas.

**XIII. Successors and Assigns**

Neither Party hereto shall assign, sublet or transfer its interest herein without prior written consent of the other Party, and any attempted assignment, sublease or transfer of all or any part hereof without such prior written consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the City of Tyler and Smith County ESD #2 and their respective successors and permitted assigns.

**XIV. No Third-Party Beneficiaries**

The provisions and conditions of this Agreement are solely for the benefit of the City of Tyler and Smith County ESD #2, and any lawful successor or assign, and are not intended to create any rights, contractual or otherwise, to any other person or agency.

**XV. Severability**

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**XVI. Force Majeure**

It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such Party was delayed.

**XVII. Contract Construction**

The Parties acknowledge that each Party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

**XVIII. Captions**

Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

**XIX. Right to Audit**

Smith County ESD #2 agrees that the City of Tyler will have the right to audit the financial and business records of Smith County ESD #2 that relate to the services provided (collectively "Records") at any time during the Term of this Agreement and for three (3) years thereafter in order to determine compliance with this Agreement. Throughout the Term of this Agreement and for three (3) years thereafter, Smith County ESD #2 shall make all Records available to the City of Tyler at 212 North Bonner Ave, Tyler, Texas or at another location in the City of Tyler acceptable to both Parties following reasonable advance notice by the City of Tyler and shall otherwise cooperate fully with the City of Tyler during any audit.

The City of Tyler agrees that Smith County ESD #2 will have the right to audit the financial and business records of the City of Tyler that relate to the services provided (collectively "Records") at any time during the Term of this Agreement and for three (3) years thereafter in order to determine compliance with this Agreement. Throughout the Term of this Agreement and for three (3) years thereafter, the City of Tyler shall make all Records available to Smith County ESD #2 at 14128 Highway 110 South, Whitehouse, Texas or at another location in Smith County ESD #2 acceptable to both Parties following reasonable advance notice by Smith County ESD #2 and shall otherwise cooperate fully with Smith County ESD #2 during any audit.

Notwithstanding anything to the contrary herein, this Section XIX shall survive expiration or earlier termination of this Agreement.

Executed this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

ATTEST:

CITY OF TYLER

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
David Coble  
Managing Director of Emergency Services  
Fire Chief

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

ATTEST:

*Paul Perryman*  
\_\_\_\_\_  
Paul Perryman  
Secretary/Treasurer

SMITH COUNTY EMERGENCY SERVICES DISTRICT

By: *Randy Melton*  
\_\_\_\_\_  
Randy Melton  
President

Date: 6-6-2019

Date: 6-6-2019

## ATTACHMENT "A"

### CITY OF TYLER INTERLOCAL AGREEMENT FOR FIRE AND FIRST RESPONDER SERVICES BETWEEN THE CITY OF TYLER, TEXAS AND SMITH COUNTY EMERGENCY SERVICES DISTRICT # 2

#### I. AUTOMATIC AID RESPONSE (If applicable)

Explanatory note: Upon receipt of the report of an incident requiring response in their own respective protective territory, the Tyler Fire Department and the Smith County ESD #2 fire departments may normally dispatch the level of resources described in Section I.A or I.B below to the reported locations. For purposes of this agreement, automatic aid in the amount of resources described will be dispatched by one agency into the other agency's jurisdictional limits or ETJ. Also for purposes of this agreement, "reported" will be defined to mean any telephone calls into the 911 system, direct telephone calls to the fire department or radio transmissions to the fire and/or police dispatch centers. Excluded are automatic alarms, unless followed up by one of the above.

##### A. City of Tyler:

Description of interlocal fire department aid given by City of Tyler to Smith County ESD #2, if any.

##### B. [ ]:

Description of interlocal fire department aid given by Smith County ESD #2 to the City of Tyler, if any.

#### II. MUTUAL AID RESPONSE (non-automatic)

##### A. Tyler:

Calls for assistance during a multi-unit active incident within the City of Tyler shall be given on an "as needed basis", yet shall not exceed the necessary level of coverage for the City of Tyler. All such responses are subject to availability of personnel and equipment.

Upon notifications by ESD # 2 via Fire Dispatch of a structure fire, the Tyler Fire Department will dispatch one engine and one truck, if the aerial not needed for coverage, and a Battalion Commander to the specified area in ESD #2.

##### B. Smith County ESD #2:

Calls for assistance during a multi-unit active incident shall be given on an "as needed basis" by ESD #2 and shall include one engine/quint/ladder staffed with a minimum of 3 Texas Commission on Fire Protection certified firefighters. All such responses are subject to availability of personnel and equipment. Upon notification of a structure fire, the Smith County ESD #2 Fire Department will dispatch one engine and one truck to the specified areas in Tyler.

## **ATTACHMENT "B"**

### **CITY OF TYLER INTERLOCAL AGREEMENT FOR FIRE AND FIRST RESPONDER SERVICES BETWEEN THE CITY OF TYLER, TEXAS AND SMITH COUNTY EMERGENCY SERVICES DISTRICT # 2**

#### **Operating Provisions**

- I. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:
  - A. Any request for aid hereunder shall include a statement of the amount and type of equipment and number of personnel that are needed, but the amount and type of equipment and number of personnel to be furnished shall be determined by a representative of the responding city. Smith County ESD #2 would provide a fire company staffed by a minimum of three (3) certified firefighters as certified by the Texas Commission on Fire Protection (TCFP).
  - B. In areas where common jurisdictional boundaries exist, it is conceivable that accurate determination of jurisdiction may not be possible upon receipt of a dispatch. In such cases, it is deemed appropriate and in the best interest of the public for the agency receiving the alarm to dispatch its forces and to notify the other affected entities of the alarm. The requested agency will respond, if able to, as conditioned by this agreement.
  - C. In the event that the responding agency is unable to respond to the request for assistance, the fire chief or designee of the responding city shall immediately notify the fire department of the requesting city that no response can be made.
  - D. Personnel from the Fire Department of the responding city shall report to the officer in charge of the requesting city at the location to which the equipment is dispatched and shall be subject to the orders of that official. At all times the ultimate control and responsibility of the personnel from the responding city shall remain with the highest ranking fire officer from the responding city at the scene. The Command Post will be staffed by representatives from both Tyler Fire Department and Smith County ESD #2 so that a "Unified Command" is established.
  - E. Personnel from the Fire Department of the responding agency shall be released by the officer in charge from the requesting agency when the services of the responding units are needed within the area for which it normally provides fire protection.
  - F. A working accountability system in accordance with National Incident Management System guidelines shall be established at every incident.
  - G. The fire departments shall strive to conduct a minimum of one (1) joint training session and/or exercise annually.
  - H. Automatic alarm calls are not part of this agreement. Both agencies will be responsible for their respective automatic alarm response.
- II. All equipment used by the responding Fire Department in carrying out this Agreement will, at the time of action hereunder, be owned by it.

## **ATTACHMENT "C"**

### **CITY OF TYLER INTERLOCAL AGREEMENT FOR FIRE AND FIRST RESPONDER SERVICES BETWEEN THE CITY OF TYLER, TEXAS AND SMITH COUNTY EMERGENCY SERVICES DISTRICT # 2**

**Cost of fire and first responder protection as of 12/7/2018:**

(Based on 2017 FEMA Schedule of Equipment Rates and Current City of Tyler Firefighter pay rate)

Hourly rates will be tallied to the nearest quarter hour:

Fire Engine (Pumper) with 3 TCFP Certified Firefighters:	\$145.00 / hour
Fire Ladder (Aerial) with 3 TCFP Certified Firefighters:	\$190.00 / hour
Fire Ladder (Aerial) with 4 TCFP Certified Firefighters:	\$210.00 / hour
Fire Brush Truck (Grass fires) with 2 TCFP Certified Firefighters:	\$90.00 / hour
Battalion Commander responding with multiple units:	\$52.00 / hour

Requesting party shall reimburse responding party for any use of foam agent or supplies return at actual cost to replace the product at the time of use. Like-kind payments are subject to approval by the receiving party. Responding Party shall submit an itemized bill for any such services, agent, or supplies used and Requesting Party will pay the amount billed within thirty (30) days of receipt of bill. According to Texas Government Code, Section 179.011(d) 3: The Requesting Party paying for the performance of government functions or services must make those payments from current revenues available to the Requesting Party. In the event Federal Funds are available for costs associated with the provision of Mutual Aid, the Parties agree that the Requesting Party must make the claim for the eligible cost of the Responding Party on its sub grant application and will disperse the Federal share of funds to the Responding Party within Ninety (90) days after receiving the reimbursement from the Federal or State Government.

THE STATE OF TEXAS

§

CITY OF TYLER INTERLOCAL AGREEMENT FOR  
FIRE AND FIRST RESPONDER SERVICES

COUNTY OF SMITH

§

BETWEEN THE CITY OF TYLER, TEXAS AND  
SMITH COUNTY EMERGENCY SERVICES  
DISTRICT # 2

§

THIS INTERLOCAL Agreement for Fire and First Responder Services ("Agreement") is entered into on this the <sup>9</sup> day of ~~2018~~, 2018 by and between the City of Tyler, a home rule municipality in the State of Texas ("Tyler"), acting by and through, Edward Broussard, its duly authorized City Manager, and the Smith County Emergency Services District 2, acting by and through Randy Melton, its duly authorized President of the Smith County ESD 2 Board. Tyler and Smith County ESD # 2 are sometimes hereinafter referred to individually as the "Party" and collectively as the "Parties". Such entities acting herein under the authority and pursuant to the "Interlocal Cooperation Act", *Texas Government Code Sec. 791.001, et seq.*

WHEREAS, Emergency Services Districts are local political subdivisions of the State of Texas that may provide fire, rescue, EMS and other emergency services. ESDs are governed by a Board of five Commissioners. These Commissioners are generally appointed by the County Commissioners Court that they reside in. In Harris, Smith, and Orange counties, as well as ESDs that encompass more than one county, ESD Commissioners are elected by the residents of the ESD. ESDs are primarily funded by an ad valorem (property) tax that, under the State Constitution, cannot exceed \$0.10 per \$100 of property valuation. ESDs may also levy a sales and use tax for additional funding.

WHEREAS, the governmental entities which are Parties to this Agreement desire to enter into an agreement concerning automatic aid and mutual aid fire services; and

WHEREAS, the Texas Government Code, Chapter 791, the "Interlocal Cooperation Act," authorizes local government entities to enter into interlocal contracts for governmental purposes; and

WHEREAS, the Texas Government Code 791.006 specifically authorizes interlocal agreements for fire services; and

WHEREAS, it is the intent of the City of Tyler and ESD #2 to protect the public health, safety and welfare;

NOW, THEREFORE, in consideration of the mutual covenants, requirements and responsibilities contained herein, it is mutually agreed by the Parties hereto to enter into this Agreement upon the following terms:

I. Services to be performed

The services to be performed under this Agreement are as listed in Attachment A, which is attached hereto and considered a part hereof for all purposes. The services performed shall be subject to the Operating Provisions in Attachment B, which is attached hereto and considered a part hereof for all purposes.

II. Costs Reimbursed

ESD 2 and City of Tyler agree to reimburse each other for actual costs other than ordinary operating costs incurred by each other in the performance of this Agreement. Reimbursement shall be made on an incident-by-incident basis and shall be made subsequent to a submission of an invoice by the Party incurring costs to the other Party. Notwithstanding the above, each Party

shall be responsible for all costs associated with its own equipment, including damage and breakage.

III. Term of Agreement and Termination

The term of this Agreement shall be for one year beginning upon approval by both Parties and renewing automatically for additional one-year periods up to a maximum of 5 Total Years. Either Party may terminate this Agreement upon sixty days' notice in writing to the other Party.

IV. Liability

Each Party to this Agreement shall at all times be and remain legally responsible for the conduct of their respective fire department employees regardless of whether such employees were performing duties under this Agreement at the request of the requesting Party and regardless of whether such employees were acting under the authority, direction, suggestion or orders of an officer of the requesting Party. This assignment of civil liability is specifically permitted by section 791.006(a-1) of the Texas Government Code ("Code") and is intended to be different than the liability otherwise assigned under section 791.006(a) of the Code. Each Party hereby waives all claims against the other Party for compensation for any loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement.

Neither Party shall be reimbursed by the other Party for personnel costs incurred pursuant to this Agreement. Personnel who are assigned, designated, or ordered by their governing body to perform duties pursuant to this Agreement shall receive the same wage, salary, pension, and all other compensation, benefits and rights for the performance of such duties, including injury or death benefits and worker's compensation benefits, as though the service had been rendered within the limits of the requesting Party where he or she is regularly employed.

All wage and disability payments, pension payments, damage to equipment and clothing, medical expenses, and expenses of travel, food, and lodging or any benefits or payments to which an individual is entitled shall be paid by the Governmental Agency in which the employee in question is regularly employed.

All equipment used by the responding Party in carrying out this Agreement will, during the time response services are being performed, shall be the property of responding Party. All employees acting on behalf of a responding Party at the request of a requesting Party will, during the time response services are being performed, be employees of the responding Party for all purposes, including any claims for worker's compensation that may arise during the time such services are being rendered.

At all times while equipment and personnel of the responding Party are traveling to, from, or within the geographical limits of the normal response area of the requesting Party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the responding Party. Further, such personnel shall be deemed to be engaged in a governmental function of their Governmental Agency.



Nothing herein shall be construed to be a waiver of immunity under the Texas Tort Claims Act by either Party.

V. Independent Contractor

Each Party shall operate under this Agreement as an independent contractor, and not as an agent, representative, servant or employee of the other. Subject to the terms of this Agreement, each Party shall have the right to control the details of its performance hereunder.

VI. Notice

Unless otherwise provided herein, all notices required or permitted by this Agreement shall be made to the following addresses:

City of Tyler  
Attn: David Coble, Managing Director of Emergency Services, Fire Chief  
1718 West Houston St.  
Tyler, Texas 75702

Smith County ESD #2  
Attn: Randy Melton, President  
14128 Highway 110 South  
Whitehouse, TX 75791

VII. Payments

Any and all payments arising under this Agreement for the performance of governmental functions or services must be made from current revenues available to the paying Party.

VIII. Compliance

Both Parties shall comply with all Federal, State and City statutes, ordinances and regulations applicable to the performance of the services under this Agreement.

IX. Entire Agreement

This writing embodies the entire agreement and understanding between the Parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

X. Amendments

No alteration, change, modification or amendment of the terms of this Agreement shall be valid or effective unless made in writing and signed by both Parties hereto and approved by appropriate action of the governing body of each Party, except that service areas may be modified as operational necessities require by mutual written consent of the Parties.

XI. Waiver

No waiver of performance by either Party shall be construed as or operate as a waiver of any subsequent default of any terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

**XII. Governing Law and Venue**

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Smith County, Texas, or the United States District Court for the Eastern District of Texas – Tyler Division. This Agreement shall be construed in accordance with the laws of the State of Texas.

**XIII. Successors and Assigns**

Neither Party hereto shall assign, sublet or transfer its interest herein without prior written consent of the other Party, and any attempted assignment, sublease or transfer of all or any part hereof without such prior written consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the City of Tyler and Smith County ESD #2 and their respective successors and permitted assigns.

**XIV. No Third-Party Beneficiaries**

The provisions and conditions of this Agreement are solely for the benefit of the City of Tyler and Smith County ESD #2, and any lawful successor or assign, and are not intended to create any rights, contractual or otherwise, to any other person or agency.

**XV. Severability**

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**XVI. Force Majeure**

It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such Party was delayed.

**XVII. Contract Construction**

The Parties acknowledge that each Party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

**XVIII. Captions**

Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

**XIX. Right to Audit**

Smith County ESD #2 agrees that the City of Tyler will have the right to audit the financial and business records of Smith County ESD #2 that relate to the services provided (collectively "Records") at any time during the Term of this Agreement and for three (3) years thereafter in order to determine compliance with this Agreement. Throughout the Term of this Agreement and for three (3) years thereafter, Smith County ESD #2 shall make all Records available to the City of Tyler at 212 North Bonner Ave, Tyler, Texas or at another location in the City of Tyler acceptable to both Parties following reasonable advance notice by the City of Tyler and shall otherwise cooperate fully with the City of Tyler during any audit.

The City of Tyler agrees that Smith County ESD #2 will have the right to audit the financial and business records of the City of Tyler that relate to the services provided (collectively "Records") at any time during the Term of this Agreement and for three (3) years thereafter in order to determine compliance with this Agreement. Throughout the Term of this Agreement and for three (3) years thereafter, the City of Tyler shall make all Records available to Smith County ESD #2 at 14128 Highway 110 South, Whitehouse, Texas or at another location in Smith County ESD #2 acceptable to both Parties following reasonable advance notice by Smith County ESD #2 and shall otherwise cooperate fully with Smith County ESD #2 during any audit.

Notwithstanding anything to the contrary herein, this Section XIX shall survive expiration or earlier termination of this Agreement.

Executed this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

ATTEST:

CITY OF TYLER

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
David Coble  
Managing Director of Emergency Services  
Fire Chief

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

ATTEST:

*Paul Perryman*  
\_\_\_\_\_  
Paul Perryman  
Secretary/Treasurer

SMITH COUNTY EMERGENCY SERVICES DISTRICT

By: *Randy Melton*  
\_\_\_\_\_  
Randy Melton  
President

Date: 6-6-2019

Date: 6-6-2019

**ATTACHMENT "A"**

**CITY OF TYLER INTERLOCAL AGREEMENT FOR FIRE AND FIRST RESPONDER SERVICES BETWEEN THE  
CITY OF TYLER, TEXAS AND SMITH COUNTY EMERGENCY SERVICES DISTRICT # 2**

**I. AUTOMATIC AID RESPONSE (If applicable)**

Explanatory note: Upon receipt of the report of an incident requiring response in their own respective protective territory, the Tyler Fire Department and the Smith County ESD #2 fire departments may normally dispatch the level of resources described in Section I.A or I.B below to the reported locations. For purposes of this agreement, automatic aid in the amount of resources described will be dispatched by one agency into the other agency's jurisdictional limits or ETJ. Also for purposes of this agreement, "reported" will be defined to mean any telephone calls into the 911 system, direct telephone calls to the fire department or radio transmissions to the fire and/or police dispatch centers. Excluded are automatic alarms, unless followed up by one of the above.

**A. City of Tyler:**

Description of interlocal fire department aid given by City of Tyler to Smith County ESD #2, if any.

**B. [ ]:**

Description of interlocal fire department aid given by Smith County ESD #2 to the City of Tyler, if any.

**II. MUTUAL AID RESPONSE (non-automatic)**

**A. Tyler:**

Calls for assistance during a multi-unit active incident within the City of Tyler shall be given on an "as needed basis", yet shall not exceed the necessary level of coverage for the City of Tyler. All such responses are subject to availability of personnel and equipment.

Upon notifications by ESD # 2 via Fire Dispatch of a structure fire, the Tyler Fire Department will dispatch one engine and one truck, if the aerial not needed for coverage, and a Battalion Commander to the specified area in ESD #2.

**B. Smith County ESD #2:**

Calls for assistance during a multi-unit active incident shall be given on an "as needed basis" by ESD #2 and shall include one engine/quint/ladder staffed with a minimum of 3 Texas Commission on Fire Protection certified firefighters. All such responses are subject to availability of personnel and equipment. Upon notification of a structure fire, the Smith County ESD #2 Fire Department will dispatch one engine and one truck to the specified areas in Tyler.

## **ATTACHMENT "B"**

### **CITY OF TYLER INTERLOCAL AGREEMENT FOR FIRE AND FIRST RESPONDER SERVICES BETWEEN THE CITY OF TYLER, TEXAS AND SMITH COUNTY EMERGENCY SERVICES DISTRICT # 2**

#### **Operating Provisions**

- I. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:
  - A. Any request for aid hereunder shall include a statement of the amount and type of equipment and number of personnel that are needed, but the amount and type of equipment and number of personnel to be furnished shall be determined by a representative of the responding city. Smith County ESD #2 would provide a fire company staffed by a minimum of three (3) certified firefighters as certified by the Texas Commission on Fire Protection (TCFP).
  - B. In areas where common jurisdictional boundaries exist, it is conceivable that accurate determination of jurisdiction may not be possible upon receipt of a dispatch. In such cases, it is deemed appropriate and in the best interest of the public for the agency receiving the alarm to dispatch its forces and to notify the other affected entities of the alarm. The requested agency will respond, if able to, as conditioned by this agreement.
  - C. In the event that the responding agency is unable to respond to the request for assistance, the fire chief or designee of the responding city shall immediately notify the fire department of the requesting city that no response can be made.
  - D. Personnel from the Fire Department of the responding city shall report to the officer in charge of the requesting city at the location to which the equipment is dispatched and shall be subject to the orders of that official. At all times the ultimate control and responsibility of the personnel from the responding city shall remain with the highest ranking fire officer from the responding city at the scene. The Command Post will be staffed by representatives from both Tyler Fire Department and Smith County ESD #2 so that a "Unified Command" is established.
  - E. Personnel from the Fire Department of the responding agency shall be released by the officer in charge from the requesting agency when the services of the responding units are needed within the area for which it normally provides fire protection.
  - F. A working accountability system in accordance with National Incident Management System guidelines shall be established at every incident.
  - G. The fire departments shall strive to conduct a minimum of one (1) joint training session and/or exercise annually.
  - H. Automatic alarm calls are not part of this agreement. Both agencies will be responsible for their respective automatic alarm response.
- II. All equipment used by the responding Fire Department in carrying out this Agreement will, at the time of action hereunder, be owned by it.

**ATTACHMENT "C"**

**CITY OF TYLER INTERLOCAL AGREEMENT FOR FIRE AND FIRST RESPONDER SERVICES BETWEEN THE  
CITY OF TYLER, TEXAS AND SMITH COUNTY EMERGENCY SERVICES DISTRICT # 2**

**Cost of fire and first responder protection as of 12/7/2018:**

**(Based on 2017 FEMA Schedule of Equipment Rates and Current City of Tyler Firefighter pay rate)**

**Hourly rates will be tallied to the nearest quarter hour:**

<b>Fire Engine (Pumper) with 3 TCFP Certified Firefighters:</b>	<b>\$145.00 / hour</b>
<b>Fire Ladder (Aerial) with 3 TCFP Certified Firefighters:</b>	<b>\$190.00 / hour</b>
<b>Fire Ladder (Aerial) with 4 TCFP Certified Firefighters:</b>	<b>\$210.00 / hour</b>
<b>Fire Brush Truck (Grass fires) with 2 TCFP Certified Firefighters:</b>	<b>\$90.00 / hour</b>
<b>Battalion Commander responding with multiple units:</b>	<b>\$52.00 / hour</b>

Requesting party shall reimburse responding party for any use of foam agent or supplies return at actual cost to replace the product at the time of use. Like-kind payments are subject to approval by the receiving party. Responding Party shall submit an itemized bill for any such services, agent, or supplies used and Requesting Party will pay the amount billed within thirty (30) days of receipt of bill. According to Texas Government Code, Section 179.011(d) 3: The Requesting Party paying for the performance of government functions or services must make those payments from current revenues available to the Requesting Party. In the event Federal Funds are available for costs associated with the provision of Mutual Aid, the Parties agree that the Requesting Party must make the claim for the eligible cost of the Responding Party on its sub grant application and will disperse the Federal share of funds to the Responding Party within Ninety (90) days after receiving the reimbursement from the Federal or State Government.



**CITY OF TYLER  
CITY COUNCIL COMMUNICATION**

**Agenda Number:** M-9

**Date:** July 10, 2019

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

**Page:** 1 of 1

**Item Reference:** FY 2018-19 Water Utilities  
Fund 503-0745-745-2504

Tyler Water Utilities has a 42-inch sewer main running northwest across the 1600 block of WNW Loop 323. This line and associated manholes deliver wastewater from the northern half of the City to the Westside Wastewater Treatment Plant.

The line runs adjacent to Blackfork Creek, and after recent heavy rains and erosion, the line collapsed preventing the flow of wastewater to the plant. To move this section away from the creek and make the necessary repairs, approximately 600 feet of the line and associated manholes had to be replaced.

Due to the emergency nature of these repairs and to protect public health and safety, A.E. Shull & Company was contacted and the repairs are now complete.

**RECOMMENDATION:**

It is recommended that the City Council ratify expenditures in the amount of \$435,221.67 for the emergency repair and replacement of approximately 600 feet of 42-inch sanitary sewer main and associated manholes located at 1600 block of WNW Loop 323.

**ATTACHMENTS:**

1. Invoices
2. Location Map

**Drafted/Recommended By:**  
**Department Leader**

**Michael Norris, Manager Wastewater Treatment Systems**

**Edited/Submitted By:**  
**City Manager**



Attachment 1. Invoice

A. E. Shull & Company  
 P. O. BOX 130365  
 TYLER, TEXAS 75713

Payment No.: One  
 Name of Owner: City Of Tyler, Texas  
 Owners Address: P.O. Box 2039 Tyler, Texas 75710  
 Name of Contractor: A.E. Shull & Co., Inc.  
 Contractor's Address: P.O. Box 130365, Tyler Texas 75713  
 Project Name: 42" Sanitary Sewer Repair (North Loop 323)  
 Project No: Black Fork Creek  
 A.E.S. 179-10

Original  
 Contract Price:

Date: 1-May-19  
 To: 31-May-19

Item No.	DESCRIPTION OF ITEM	UNIT MEASURE	Unit Price	Quantity Complete May-19	Amount Earned This Period May	Total Quantity To Date	Total Amount Earned To Date
5/1/2019	Superintendent	HR	\$52.00	27.00	\$1,404.00	27.00	\$1,404.00
Wednesday	Skill Labors	HR	\$39.00	46.50	\$1,813.50	46.50	\$1,813.50
	Labors	HR	\$32.00	50.50	\$1,616.00	50.50	\$1,616.00
	John Deere 290 Excavator	HR	\$130.00	12.00	\$1,560.00	12.00	\$1,560.00
	John Deere 624 Loader	HR	\$90.00	12.00	\$1,080.00	12.00	\$1,080.00
	Ranger 4 X 4	DAY	\$150.00	1.00	\$150.00	1.00	\$150.00
	Cat Skid Steer 299	HR	\$76.00	13.00	\$988.00	13.00	\$988.00
	Mack Haul Truck & Trailer	HR	\$150.00	4.00	\$600.00	4.00	\$600.00
	Mack Dump Truck	HR	\$60.00	5.00	\$300.00	5.00	\$300.00
	2-Ton Truck	HR	\$40.00	25.50	\$1,020.00	25.50	\$1,020.00
	1-Ton Truck	DAY	\$75.00	2.00	\$150.00	2.00	\$150.00
	Fuel Truck (FOR PUMPS)	HR	\$65.00	3.00	\$195.00	3.00	\$195.00
	BY-Pass Pump System (FUEL)	GALS	\$2.78	613.30	\$1,426.97	613.30	\$1,426.97
	Superintendent - Pickup	DAY	\$60.00	2.00	\$120.00	2.00	\$120.00
	Company Mats (12 ea.)	DAY	\$25.00	12.00	\$300.00	12.00	\$300.00
5/2/2019	Superintendent	HR	\$52.00	10.00	\$520.00	10.00	\$520.00
Thursday	Skill Labors	HR	\$39.00	30.00	\$1,170.00	30.00	\$1,170.00
	Labors	HR	\$32.00	34.00	\$1,088.00	34.00	\$1,088.00
	John Deere 290 Excavator	HR	\$130.00	8.50	\$1,105.00	8.50	\$1,105.00
	John Deere 624 Loader	HR	\$90.00	5.00	\$450.00	5.00	\$450.00
	Ranger 4 X 4	DAY	\$150.00	1.00	\$150.00	1.00	\$150.00
	Cat Skid Steer 299	HR	\$76.00	7.00	\$532.00	7.00	\$532.00
	1-Ton Truck	DAY	\$75.00	2.00	\$150.00	2.00	\$150.00
	Superintendent - Pickup	DAY	\$60.00	1.00	\$60.00	1.00	\$60.00
	Company Mats (12 ea.)	DAY	\$25.00	12.00	\$300.00	12.00	\$300.00
6/2/2019	Superintendent	HR	\$78.00	14.00	\$1,092.00	14.00	\$1,092.00
Thursday	Skill Labors	HR	\$55.00	14.00	\$770.00	14.00	\$770.00
Night Shift	Labors	HR	\$48.00	14.50	\$696.00	14.50	\$696.00
OVER TIME	John Deere 290 Excavator	HR	\$130.00	8.00	\$1,040.00	8.00	\$1,040.00
5/3/2019	Superintendent	HR	\$52.00	9.00	\$468.00	9.00	\$468.00
Friday	Skill Labors	HR	\$39.00	36.00	\$1,404.00	36.00	\$1,404.00
	Labors	HR	\$32.00	39.50	\$1,264.00	39.50	\$1,264.00
	John Deere 290 Excavator	HR	\$130.00	8.50	\$1,105.00	8.50	\$1,105.00
	John Deere 624 Loader	HR	\$90.00	10.00	\$900.00	10.00	\$900.00
	Ranger 4 X 4	DAY	\$150.00	1.00	\$150.00	1.00	\$150.00
	Cat Skid Steer 299	HR	\$76.00	8.50	\$646.00	8.50	\$646.00
	1-Ton Truck	DAY	\$75.00	3.00	\$225.00	3.00	\$225.00
	Fuel Truck (FOR PUMPS)	HR	\$65.00	3.00	\$195.00	3.00	\$195.00
	BY-Pass Pump System (FUEL)	GALS	\$2.78	496.80	\$1,381.10	496.80	\$1,381.10
	Superintendent - Pickup	DAY	\$60.00	1.00	\$60.00	1.00	\$60.00
	Company Mats (12 ea.)	DAY	\$25.00	12.00	\$300.00	12.00	\$300.00
5/3/2019	Superintendent	HR	\$78.00	0.00	\$0.00	0.00	\$0.00
Friday	Skill Labors	HR	\$55.00	1.00	\$55.00	1.00	\$55.00
Night Shift	Labors	HR	\$48.00	14.00	\$672.00	14.00	\$672.00
OVER TIME	John Deere 624 Loader	HR	\$90.00	1.00	\$90.00	1.00	\$90.00
5/4/2019	Superintendent	HR	\$52.00	9.00	\$468.00	9.00	\$468.00
Saturday	Skill Labors	HR	\$39.00	11.50	\$448.50	11.50	\$448.50
	Labors	HR	\$32.00	18.00	\$576.00	18.00	\$576.00
	John Deere 290 Excavator	HR	\$130.00	4.00	\$520.00	4.00	\$520.00
	John Deere 624 Loader	HR	\$90.00	6.00	\$540.00	6.00	\$540.00
	Ranger 4 X 4	DAY	\$150.00	1.00	\$150.00	1.00	\$150.00
	1-Ton Truck	DAY	\$75.00	2.00	\$150.00	2.00	\$150.00

	Superintendent - Pickup	DAY	\$60.00	1.00	\$60.00	1.00	\$60.00
	Company Mats (12 ea.)	DAY	\$25.00	12.00	\$300.00	12.00	\$300.00
5/4/2019	Superintendent	HR	\$78.00	1.00	\$78.00	1.00	\$78.00
Saturday	Skill Labors	HR	\$55.00	13.00	\$715.00	13.00	\$715.00
Night Shift	Labors	HR	\$48.00	12.00	\$678.00	12.00	\$678.00
OVER TIME	John Deere 290 Excavator	HR	\$130.00	0.00	\$0.00	0.00	\$0.00
	Fuel Truck (FOR PUMPS)	HR	\$65.00	3.50	\$227.50	3.50	\$227.50
	BY-Pass Pump System (FUEL)	GALS	\$2.78	588.40	\$1,635.75	588.40	\$1,635.75
5/5/2019	Superintendent	HR	\$78.00	9.50	\$741.00	9.50	\$741.00
Sunday	Skill Labors	HR	\$55.00	9.50	\$622.50	9.50	\$622.50
OVER TIME	Labors	HR	\$48.00	5.50	\$264.00	5.50	\$264.00
	Fuel Truck (FOR PUMPS)	HR	\$65.00	4.00	\$260.00	4.00	\$260.00
	BY-Pass Pump System (FUEL)	GALS	\$2.78	771.90	\$2,145.88	771.90	\$2,145.88
	1-Ton Truck	DAY	\$75.00	1.00	\$75.00	1.00	\$75.00
5/5/2019	Superintendent	HR	\$78.00	0.00	\$0.00	0.00	\$0.00
Sunday	Skill Labors	HR	\$55.00	0.00	\$0.00	0.00	\$0.00
Night Shift	Labors	HR	\$48.00	14.00	\$672.00	14.00	\$672.00
OVER TIME	Cat Skid Steer 299	HR	\$76.00	2.00	\$152.00	2.00	\$152.00
	1-Ton Truck	DAY	\$75.00	1.00	\$75.00	1.00	\$75.00
5/6/2019	Superintendent	HR	\$52.00	10.00	\$520.00	10.00	\$520.00
Monday	Skill Labors	HR	\$39.00	45.00	\$1,755.00	45.00	\$1,755.00
	Labors	HR	\$32.00	38.50	\$1,232.00	38.50	\$1,232.00
	John Deere 290 Excavator	HR	\$130.00	9.50	\$1,235.00	9.50	\$1,235.00
	John Deere 624 Loader	HR	\$90.00	9.50	\$855.00	9.50	\$855.00
	Ranger 4 X 4	DAY	\$150.00	1.00	\$150.00	1.00	\$150.00
	Cat Skid Steer 299	HR	\$76.00	4.50	\$342.00	4.50	\$342.00
	Mack Dump Truck	HR	\$60.00	8.50	\$610.00	8.50	\$610.00
	2-Ton Truck	HR	\$40.00	5.00	\$200.00	5.00	\$200.00
	1-Ton Truck	DAY	\$75.00	2.00	\$150.00	2.00	\$150.00
	Fuel Truck (FOR PUMPS)	HR	\$65.00	2.50	\$162.50	2.50	\$162.50
	BY-Pass Pump System (FUEL)	GALS	\$2.78	621.70	\$1,728.33	621.70	\$1,728.33
	Superintendent - Pickup	DAY	\$60.00	1.00	\$60.00	1.00	\$60.00
	Company Mats	DAY	\$25.00	12.00	\$300.00	12.00	\$300.00
	Martin Marietta (#57 Rock for Embedment of Pipe)# 152733	TON	\$29.04	14.23	\$413.24	14.23	\$413.24
	Martin Marietta (#57 Rock for Embedment of Pipe)# 152736	TON	\$29.04	13.64	\$396.11	13.64	\$396.11
	Martin Marietta (#57 Rock for Embedment of Pipe)# 152740	TON	\$29.04	14.07	\$408.59	14.07	\$408.59
	Martin Marietta (#57 Rock for Embedment of Pipe)# 152742	TON	\$29.04	14.34	\$416.43	14.34	\$416.43
	Martin Marietta (#57 Rock for Embedment of Pipe)# 152743	TON	\$29.04	14.66	\$425.73	14.66	\$425.73
	Tyler Products Sales, Inc. (Manhole Material) Inv. No. 11649	LS	\$828.85	1.00	\$828.85	1.00	\$828.85
	Tyler Products Sales, Inc. (Manhole Material) Inv. No. 11650	LS	\$828.85	1.00	\$828.85	1.00	\$828.85
5/6/2019	Superintendent	HR	\$78.00	0.00	\$0.00	0.00	\$0.00
Monday	Skill Labors	HR	\$55.00	0.00	\$0.00	0.00	\$0.00
Night Shift	Labors	HR	\$48.00	14.00	\$672.00	14.00	\$672.00
OVER TIME	Cat Skid Steer 299	HR	\$76.00	2.00	\$152.00	2.00	\$152.00
	1-Ton Truck	DAY	\$75.00	1.00	\$75.00	1.00	\$75.00
5/7/2019	Superintendent	HR	\$52.00	10.00	\$520.00	10.00	\$520.00
Tuesday	Skill Labors	HR	\$39.00	39.00	\$1,521.00	39.00	\$1,521.00
	Labors	HR	\$32.00	5.00	\$160.00	5.00	\$160.00
	John Deere 290 Excavator	HR	\$130.00	5.00	\$650.00	5.00	\$650.00
	John Deere 624 Loader	HR	\$90.00	10.00	\$900.00	10.00	\$900.00
	Ranger 4 X 4	DAY	\$150.00	1.00	\$150.00	1.00	\$150.00
	Cat Skid Steer 299	HR	\$76.00	5.00	\$380.00	5.00	\$380.00
	Mack Haul Truck & Trailer	HR	\$150.00	2.00	\$300.00	2.00	\$300.00
	Mack Dump Truck	HR	\$60.00	13.50	\$810.00	13.50	\$810.00
	2-Ton Truck	HR	\$40.00	10.00	\$400.00	10.00	\$400.00
	1-Ton Truck	DAY	\$75.00	2.00	\$150.00	2.00	\$150.00
	Fuel Truck (FOR PUMPS)	HR	\$65.00	2.50	\$162.50	2.50	\$162.50
	BY-Pass Pump System (FUEL)	GALS	\$2.78	681.30	\$1,616.01	681.30	\$1,616.01
	Superintendent - Pickup	DAY	\$60.00	1.00	\$60.00	1.00	\$60.00
	Company Mats	DAY	\$25.00	12.00	\$300.00	12.00	\$300.00
	Martin Marietta (#57 Rock for Embedment of Pipe)# 152795	TON	\$29.04	13.79	\$400.46	13.79	\$400.46
	Martin Marietta (#57 Rock for Embedment of Pipe)# 152807	TON	\$29.04	14.09	\$409.17	14.09	\$409.17
	Martin Marietta (#57 Rock for Embedment of Pipe)# 152814	TON	\$29.04	13.26	\$385.07	13.26	\$385.07
	Martin Marietta (#57 Rock for Embedment of Pipe)# 152818	TON	\$29.04	12.44	\$361.26	12.44	\$361.26
	Martin Marietta (#57 Rock for Embedment of Pipe)# 152823	TON	\$29.04	13.30	\$386.23	13.30	\$386.23
	Martin Marietta (#57 Rock for Embedment of Pipe)# 152824	TON	\$29.04	12.90	\$374.62	12.90	\$374.62
	Martin Marietta (#57 Rock for Embedment of Pipe)# 152828	TON	\$29.04	13.08	\$379.84	13.08	\$379.84
	Martin Marietta (#57 Rock for Embedment of Pipe)# 152829	TON	\$29.04	12.65	\$367.36	12.65	\$367.36
	Tyler Products Sales, Inc. (Manhole Material) Inv. No. 11655	LS	\$828.85	1.00	\$828.85	1.00	\$828.85
	Tyler Products Sales, Inc. (Manhole Material) Inv. No. 11656	LS	\$828.85	1.00	\$828.85	1.00	\$828.85
5/7/2019	Superintendent	HR	\$78.00	2.00	\$156.00	2.00	\$156.00
Tuesday	Skill Labors	HR	\$55.00	9.00	\$495.00	9.00	\$495.00
Night Shift	Labors	HR	\$48.00	16.00	\$768.00	16.00	\$768.00

<b>OVER TIME</b>	Cat Skid Steer 299	HR	\$76.00	2.00	\$152.00	2.00	\$152.00
	1-Ton Truck	DAY	\$75.00	1.00	\$75.00	1.00	\$75.00
	John Deere 290 Excavator	HR	\$130.00	2.00	\$260.00	2.00	\$260.00
	2-Ton Truck	HR	\$40.00	2.50	\$100.00	2.50	\$100.00
<b>5/8/2019</b>	Superintendent	HR	\$52.00	9.00	\$468.00	9.00	\$468.00
<b>Wednesday</b>	Skill Labors	HR	\$39.00	26.00	\$1,014.00	26.00	\$1,014.00
<b>Rain</b>	Labors	HR	\$32.00	18.00	\$676.00	18.00	\$676.00
	John Deere 290 Excavator	HR	\$130.00	9.50	\$1,235.00	9.50	\$1,235.00
	Ranger 4 X 4	DAY	\$150.00	1.00	\$150.00	1.00	\$150.00
	Cat Skid Steer 299	HR	\$76.00	3.00	\$228.00	3.00	\$228.00
	2-Ton Truck	HR	\$40.00	3.00	\$120.00	3.00	\$120.00
	1-Ton Truck	DAY	\$75.00	2.00	\$150.00	2.00	\$150.00
	Fuel Truck (FOR PUMPS)	HR	\$65.00	1.50	\$97.50	1.50	\$97.50
	BY-Pass Pump System (FUEL)	GALS	\$2.78	366.70	\$1,019.43	366.70	\$1,019.43
	Superintendent - Pickup	DAY	\$60.00	1.00	\$60.00	1.00	\$60.00
	Company Mats	DAY	\$25.00	12.00	\$300.00	12.00	\$300.00
	Ferguson Invoice (hydra plug emnt.) No.1030019	LS	\$628.72	1.00	\$628.72	1.00	\$628.72
<b>5/8/2019</b>	Superintendent	HR	\$78.00	0.00	\$0.00	0.00	\$0.00
<b>Wednesday</b>	Skill Labors	HR	\$55.00	0.00	\$0.00	0.00	\$0.00
<b>Night Shift</b>	Labors	HR	\$48.00	14.00	\$672.00	14.00	\$672.00
<b>OVER TIME</b>	Cat Skid Steer 299	HR	\$76.00	2.00	\$152.00	2.00	\$152.00
	1-Ton Truck	DAY	\$75.00	1.00	\$75.00	1.00	\$75.00
	John Deere Trackhoe 290	HR	\$130.00	5.00	\$650.00	5.00	\$650.00
<b>5/9/2019</b>	Superintendent	HR	\$52.00	16.00	\$832.00	16.00	\$832.00
<b>Thursday</b>	Skill Labors	HR	\$39.00	32.00	\$1,248.00	32.00	\$1,248.00
<b>Rain Out A.M.</b>	Labors	HR	\$32.00	33.00	\$1,056.00	33.00	\$1,056.00
	John Deere 290 Excavator	HR	\$130.00	7.00	\$910.00	7.00	\$910.00
	Ranger 4 X 4	DAY	\$150.00	1.00	\$150.00	1.00	\$150.00
	Cat Skid Steer 299	HR	\$76.00	9.00	\$684.00	9.00	\$684.00
	2-Ton Truck	HR	\$40.00	5.00	\$200.00	5.00	\$200.00
	1-Ton Truck	DAY	\$75.00	1.00	\$75.00	1.00	\$75.00
	Fuel Truck (FOR PUMPS)	HR	\$65.00	3.00	\$195.00	3.00	\$195.00
	BY-Pass Pump System (FUEL)	GALS	\$2.78	582.30	\$1,618.79	582.30	\$1,618.79
	Superintendent - Pickup	DAY	\$60.00	1.00	\$60.00	1.00	\$60.00
	Company Mats	DAY	\$25.00	12.00	\$300.00	12.00	\$300.00
<b>5/9/2019</b>	Superintendent	HR	\$78.00	0.00	\$0.00	0.00	\$0.00
<b>Thursday</b>	Skill Labors	HR	\$55.00	0.00	\$0.00	0.00	\$0.00
<b>Night Shift</b>	Labors	HR	\$48.00	14.00	\$672.00	14.00	\$672.00
<b>OVER TIME</b>	Cat Skid Steer 299	HR	\$76.00	2.00	\$152.00	2.00	\$152.00
	1-Ton Truck	DAY	\$75.00	1.00	\$75.00	1.00	\$75.00
<b>5/10/2019</b>	Superintendent	HR	\$52.00	10.00	\$520.00	10.00	\$520.00
<b>Friday</b>	Skill Labors	HR	\$39.00	12.00	\$468.00	12.00	\$468.00
	Labors	HR	\$32.00	28.00	\$896.00	28.00	\$896.00
	Ranger 4 X 4	DAY	\$150.00	1.00	\$150.00	1.00	\$150.00
	1-Ton Truck	DAY	\$75.00	1.00	\$75.00	1.00	\$75.00
	Fuel Truck (FOR PUMPS)	HR	\$65.00	2.00	\$130.00	2.00	\$130.00
	BY-Pass Pump System (FUEL)	GALS	\$2.78	601.20	\$1,671.34	601.20	\$1,671.34
	Superintendent - Pickup	DAY	\$60.00	1.00	\$60.00	1.00	\$60.00
	Company Mats	DAY	\$25.00	12.00	\$300.00	12.00	\$300.00
<b>5/10/2019</b>	Superintendent	HR	\$78.00	0.00	\$0.00	0.00	\$0.00
<b>Friday</b>	Skill Labors	HR	\$55.00	0.00	\$0.00	0.00	\$0.00
<b>Night Shift</b>	Labors	HR	\$48.00	14.00	\$672.00	14.00	\$672.00
<b>OVER TIME</b>	Cat Skid Steer 299	HR	\$76.00	2.00	\$152.00	2.00	\$152.00
	1-Ton Truck	DAY	\$75.00	1.00	\$75.00	1.00	\$75.00
<b>5/11/2019</b>	Superintendent	HR	\$52.00	9.00	\$468.00	9.00	\$468.00
<b>Saturday</b>	Skill Labors	HR	\$39.00	9.00	\$351.00	9.00	\$351.00
	Labors	HR	\$32.00	0.00	\$0.00	0.00	\$0.00
	John Deere 290 Excavator	HR	\$130.00	3.00	\$390.00	3.00	\$390.00
	Ranger 4 X 4	DAY	\$150.00	1.00	\$150.00	1.00	\$150.00
	1-Ton Truck	DAY	\$75.00	1.00	\$75.00	1.00	\$75.00
	Fuel Truck (FOR PUMPS)	HR	\$65.00	4.00	\$260.00	4.00	\$260.00
	BY-Pass Pump System (FUEL)	GALS	\$2.78	559.30	\$1,554.85	559.30	\$1,554.85
	Superintendent - Pickup	DAY	\$60.00	1.00	\$60.00	1.00	\$60.00
	Company Mats	DAY	\$25.00	12.00	\$300.00	12.00	\$300.00
<b>5/11/2019</b>	Superintendent	HR	\$78.00	0.00	\$0.00	0.00	\$0.00
<b>Saturday</b>	Skill Labors	HR	\$55.00	0.00	\$0.00	0.00	\$0.00
<b>Night Shift</b>	Labors	HR	\$48.00	14.00	\$672.00	14.00	\$672.00
<b>OVER TIME</b>	Cat Skid Steer 299	HR	\$76.00	2.00	\$152.00	2.00	\$152.00
	1-Ton Truck	DAY	\$75.00	1.00	\$75.00	1.00	\$75.00
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<b>5/12/2019</b>	Superintendent	HR	\$52.00	8.00	\$416.00	8.00	\$416.00
<b>Sunday</b>	Skill Labors	HR	\$39.00	8.00	\$312.00	8.00	\$312.00

	John Deere 290 Excavator	HR	\$130.00	12.00	\$1,560.00	12.00	\$1,560.00
	Ranger 4 X 4	DAY	\$150.00	1.00	\$150.00	1.00	\$150.00
	Cat Skid Steer 299	HR	\$76.00	12.00	\$912.00	12.00	\$912.00
	1-Ton Truck	DAY	\$75.00	1.00	\$75.00	1.00	\$75.00
	Fuel Truck (FOR PUMPS)	HR	\$65.00	3.60	\$227.60	3.60	\$227.60
	BY-Pass Pump System (FUEL)	GALS	\$2.78	561.20	\$1,632.34	561.20	\$1,632.34
	Superintendent - Pickup	DAY	\$60.00	1.00	\$60.00	1.00	\$60.00
	Company Mats	DAY	\$25.00	12.00	\$300.00	12.00	\$300.00
5/12/2019	Superintendent	HR	\$78.00	0.00	\$0.00	0.00	\$0.00
Sunday	Skill Labors	HR	\$55.00	0.00	\$0.00	0.00	\$0.00
Night Shift	Labors	HR	\$48.00	14.00	\$672.00	14.00	\$672.00
OVER TIME	Cat Skid Steer 299	HR	\$76.00	2.00	\$152.00	2.00	\$152.00
	1-Ton Truck	DAY	\$75.00	1.00	\$75.00	1.00	\$75.00
5/13/2019	Superintendent	HR	\$52.00	10.00	\$520.00	10.00	\$520.00
Monday	Skill Labors	HR	\$39.00	60.00	\$1,950.00	60.00	\$1,950.00
	Labors	HR	\$32.00	20.00	\$640.00	20.00	\$640.00
	John Deere 290 Excavator	HR	\$130.00	10.00	\$1,300.00	10.00	\$1,300.00
	John Deere 470 Excavator	HR	\$150.00	10.00	\$1,500.00	10.00	\$1,500.00
	John Deere 624 Loader	HR	\$90.00	10.00	\$900.00	10.00	\$900.00
	John Deere 544 Loader	HR	\$90.00	10.00	\$900.00	10.00	\$900.00
	Ranger 4 X 4	DAY	\$150.00	1.00	\$150.00	1.00	\$150.00
	Cat Skid Steer 299	HR	\$76.00	5.00	\$380.00	5.00	\$380.00
	Mack Dump Truck	HR	\$60.00	10.00	\$600.00	10.00	\$600.00
	2-Ton Truck	HR	\$40.00	5.00	\$200.00	5.00	\$200.00
	1-Ton Truck	DAY	\$75.00	3.00	\$225.00	3.00	\$225.00
	Fuel Truck (FOR PUMPS)	HR	\$65.00	4.00	\$260.00	4.00	\$260.00
	BY-Pass Pump System (FUEL)	GALS	\$2.78	467.20	\$1,271.02	467.20	\$1,271.02
	Superintendent - Pickup	DAY	\$60.00	1.00	\$60.00	1.00	\$60.00
	Company Mats	DAY	\$25.00	12.00	\$300.00	12.00	\$300.00
	Martin Marietta (Class "A" Concrete)# 5392778	CY	\$154.88	5.00	\$774.40	5.00	\$774.40
	Martin Marietta (Class "A" Concrete)# 5392666	CY	\$152.46	10.00	\$1,524.60	10.00	\$1,524.60
	Martin Marietta (Class "A" Concrete)# 5392571	CY	\$156.09	4.00	\$624.36	4.00	\$624.36
	Martin Marietta (Class "A" Concrete)# 5392447	CY	\$152.46	10.00	\$1,524.60	10.00	\$1,524.60
	Higginbotham Brothers - Tyler # 10691/X	LS	\$305.09	1.00	\$305.09	1.00	\$305.09
	Tyler Products Sales, Inc. (Manhole Material) Inv. No. 11723	LS	\$1,093.84	1.00	\$1,093.84	1.00	\$1,093.84
5/13/2019	Superintendent	HR	\$78.00	2.00	\$156.00	2.00	\$156.00
Monday	Skill Labors	HR	\$55.00	8.50	\$467.50	8.50	\$467.50
Night Shift	Labors	HR	\$48.00	17.00	\$816.00	17.00	\$816.00
OVER TIME	Cat Skid Steer 299	HR	\$76.00	2.00	\$152.00	2.00	\$152.00
	1-Ton Truck	DAY	\$75.00	1.00	\$75.00	1.00	\$75.00
	John Deere 470 Excavator	HR	\$150.00	1.60	\$225.00	1.60	\$225.00
	2-Ton Truck	HR	\$40.00	1.60	\$60.00	1.60	\$60.00
5/14/2019	Superintendent	HR	\$52.00	15.00	\$780.00	15.00	\$780.00
Tuesday	Skill Labors	HR	\$39.00	40.00	\$1,560.00	40.00	\$1,560.00
	Labors	HR	\$32.00	10.00	\$320.00	10.00	\$320.00
	John Deere Trackhoe 290	HR	\$130.00	10.00	\$1,300.00	10.00	\$1,300.00
	John Deere 470 Excavator	HR	\$150.00	10.00	\$1,500.00	10.00	\$1,500.00
	John Deere Loader 624	HR	\$90.00	10.00	\$900.00	10.00	\$900.00
	John Deere 544 Loader	HR	\$90.00	10.00	\$900.00	10.00	\$900.00
	Ranger 4 X 4	DAY	\$150.00	1.00	\$150.00	1.00	\$150.00
	Cat Skid Steer 299	HR	\$76.00	6.00	\$456.00	6.00	\$456.00
	Mack Dump Truck	HR	\$60.00	10.00	\$600.00	10.00	\$600.00
	2-Ton Truck	HR	\$40.00	4.00	\$160.00	4.00	\$160.00
	1-Ton Truck	DAY	\$75.00	2.00	\$150.00	2.00	\$150.00
	Fuel Truck (FOR PUMPS)	HR	\$65.00	2.00	\$130.00	2.00	\$130.00
	BY-Pass Pump System (FUEL)	GALS	\$2.78	549.10	\$1,526.50	549.10	\$1,526.50
	Superintendent - Pickup	DAY	\$60.00	2.00	\$120.00	2.00	\$120.00
	Company Mats	DAY	\$25.00	12.00	\$300.00	12.00	\$300.00
	Tyler Products Sales, Inc. (Manhole Material) Inv. No. 11734	LS	\$206.91	1.00	\$206.91	1.00	\$206.91
	Core & Main ( 30" ring & cover) Inv. No. K558965	LS	\$1,501.61	1.00	\$1,501.61	1.00	\$1,501.61
	Company Owned 3" Water Pump	DAY	\$65.00	2.00	\$130.00	2.00	\$130.00
5/14/2019	Superintendent	HR	\$78.00	7.00	\$546.00	7.00	\$546.00
Tuesday	Skill Labors	HR	\$55.00	20.00	\$1,100.00	20.00	\$1,100.00
Night Shift	Labors	HR	\$48.00	29.00	\$1,392.00	29.00	\$1,392.00
OVER TIME	Cat Skid Steer 299	HR	\$76.00	7.00	\$532.00	7.00	\$532.00
	1-Ton Truck	DAY	\$75.00	1.00	\$75.00	1.00	\$75.00
	John Deere Trackhoe 290	HR	\$130.00	7.00	\$910.00	7.00	\$910.00
	John Deere 470 Excavator	HR	\$150.00	5.00	\$750.00	5.00	\$750.00
	John Deere Loader 624	HR	\$90.00	5.00	\$450.00	5.00	\$450.00
	John Deere 544 Loader	HR	\$90.00	7.00	\$630.00	7.00	\$630.00
5/15/2019	Superintendent	HR	\$52.00	11.00	\$572.00	11.00	\$572.00
Wednesday	Skill Labors	HR	\$39.00	42.60	\$1,667.60	42.60	\$1,667.60
	Labors	HR	\$32.00	18.60	\$592.00	18.60	\$592.00
	John Deere Trackhoe 290	HR	\$130.00	11.00	\$1,430.00	11.00	\$1,430.00

	John Deere 470 Excavator	HR	\$150.00	10.00	\$1,500.00	10.00	\$1,500.00
	John Deere Loader 624	HR	\$90.00	10.50	\$945.00	10.50	\$945.00
	John Deere 544 Loader	HR	\$90.00	11.50	\$1,035.00	11.50	\$1,035.00
	Ranger 4 X 4	DAY	\$150.00	1.00	\$160.00	1.00	\$150.00
	Cat Skid Steer 299	HR	\$76.00	7.00	\$532.00	7.00	\$532.00
	Mack Dump Truck	HR	\$60.00	11.00	\$660.00	11.00	\$660.00
	2-Ton Truck	HR	\$40.00	4.00	\$160.00	4.00	\$160.00
	1-Ton Truck	DAY	\$75.00	2.00	\$150.00	2.00	\$150.00
	Fuel Truck (FOR PUMPS)	HR	\$65.00	3.00	\$195.00	3.00	\$195.00
	BY-Pass Pump System (FUEL)	GALS	\$2.78	426.80	\$1,186.50	426.80	\$1,186.50
	Superintendent - Pickup	DAY	\$60.00	1.00	\$60.00	1.00	\$60.00
	Company Mats	DAY	\$25.00	12.00	\$300.00	12.00	\$300.00
	Company Owned 3" Water Pump	DAY	\$65.00	1.00	\$65.00	1.00	\$65.00
	Martin Marietta (Class "A" Concrete)# 5396449	CY	\$153.50	7.00	\$1,074.50	7.00	\$1,074.50
	Martin Marietta (Class "A" Concrete)# 5396571	CY	\$153.50	7.00	\$1,074.50	7.00	\$1,074.50
	Martin Marietta (#57 Rock for Embedment of Pipe)# 153085	TON	\$29.04	13.04	\$378.68	13.04	\$378.68
	Martin Marietta (#57 Rock for Embedment of Pipe)# 153089	TON	\$29.04	13.08	\$379.84	13.08	\$379.84
	Martin Marietta (#57 Rock for Embedment of Pipe)# 153093	TON	\$29.04	13.78	\$400.17	13.78	\$400.17
	Martin Marietta (#57 Rock for Embedment of Pipe)# 153097	TON	\$29.04	13.67	\$394.07	13.67	\$394.07
	Martin Marietta (#57 Rock for Embedment of Pipe)# 153099	TON	\$29.04	12.55	\$364.45	12.55	\$364.45
	Martin Marietta (#57 Rock for Embedment of Pipe)# 153108	TON	\$29.04	12.70	\$368.81	12.70	\$368.81
	Martin Marietta (#57 Rock for Embedment of Pipe)# 153108	TON	\$29.04	13.82	\$401.33	13.82	\$401.33
	Higginbotham Brothers - Tyler # 10862/X	LS	\$464.24	1.00	\$464.24	1.00	\$464.24
5/15/2019	Superintendent	HR	\$78.00	0.00	\$0.00	0.00	\$0.00
Wednesday	Skill Labors	HR	\$55.00	0.00	\$0.00	0.00	\$0.00
Night Shift	Labors	HR	\$48.00	14.00	\$672.00	14.00	\$672.00
OVER TIME	Cat Skid Steer 299	HR	\$76.00	2.00	\$152.00	2.00	\$152.00
	1-Ton Truck	DAY	\$75.00	1.00	\$75.00	1.00	\$75.00
5/16/2019	Superintendent	HR	\$52.00	10.00	\$520.00	10.00	\$520.00
Thursday	Skill Labors	HR	\$39.00	47.00	\$1,833.00	47.00	\$1,833.00
	Labors	HR	\$32.00	30.00	\$960.00	30.00	\$960.00
	John Deere Trackhoe 290	HR	\$130.00	11.00	\$1,430.00	11.00	\$1,430.00
	John Deere 470 Excavator	HR	\$150.00	10.00	\$1,500.00	10.00	\$1,500.00
	John Deere Loader 624	HR	\$90.00	9.50	\$855.00	9.50	\$855.00
	John Deere 544 Loader	HR	\$90.00	10.00	\$900.00	10.00	\$900.00
	Ranger 4 X 4	DAY	\$150.00	1.00	\$150.00	1.00	\$150.00
	Cat Skid Steer 299	HR	\$76.00	4.00	\$304.00	4.00	\$304.00
	Mack Dump Truck	HR	\$60.00	9.50	\$570.00	9.50	\$570.00
	2-Ton Truck	HR	\$40.00	7.00	\$280.00	7.00	\$280.00
	1-Ton Truck	DAY	\$75.00	2.00	\$150.00	2.00	\$150.00
	Superintendent - Pickup	DAY	\$60.00	1.00	\$60.00	1.00	\$60.00
	Company Mats	DAY	\$25.00	12.00	\$300.00	12.00	\$300.00
	Company Owned 3" Water Pump	DAY	\$65.00	1.00	\$65.00	1.00	\$65.00
	Martin Marietta (Class "A" Concrete)# 5401414	CY	\$153.50	7.00	\$1,074.50	7.00	\$1,074.50
	Martin Marietta (Class "A" Concrete)# 5401026	CY	\$153.50	7.00	\$1,074.50	7.00	\$1,074.50
	Core & Main ( 30" ring & cover) Inv. No. K582047	LS	\$665.50	1.00	\$665.50	1.00	\$665.50
	Tyler Products Sales, Inc. (Manhole Material) Inv. No. 11783	LS	\$1,300.75	1.00	\$1,300.75	1.00	\$1,300.75
5/17/2019	Superintendent	HR	\$52.00	8.50	\$442.00	8.50	\$442.00
Friday	Skill Labors	HR	\$39.00	35.00	\$1,365.00	35.00	\$1,365.00
	Labors	HR	\$32.00	10.50	\$336.00	10.50	\$336.00
	John Deere Trackhoe 290	HR	\$130.00	8.50	\$1,105.00	8.50	\$1,105.00
	John Deere 470 Excavator	HR	\$150.00	8.50	\$1,275.00	8.50	\$1,275.00
	John Deere Loader 624	HR	\$90.00	8.50	\$765.00	8.50	\$765.00
	Cat Skid Steer 299	HR	\$76.00	6.00	\$380.00	6.00	\$380.00
	2-Ton Truck	HR	\$40.00	9.50	\$380.00	9.50	\$380.00
	1-Ton Truck	DAY	\$75.00	2.00	\$150.00	2.00	\$150.00
	Superintendent - Pickup	DAY	\$60.00	1.00	\$60.00	1.00	\$60.00
	Company Mats	DAY	\$25.00	12.00	\$300.00	12.00	\$300.00
	Tyler Products Sales, Inc. (Manhole Material) Inv. No. 11792	LS	\$343.64	1.00	\$343.64	1.00	\$343.64
5/18/2019	Superintendent	HR	\$52.00	1.00	\$52.00	1.00	\$52.00
Saturday	John Deere Loader 624	HR	\$90.00	2.00	\$180.00	2.00	\$180.00
	2-Ton Truck	HR	\$40.00	2.50	\$100.00	2.50	\$100.00
5/20/2019	Superintendent	HR	\$52.00	9.00	\$468.00	9.00	\$468.00
Monday	Skill Labors	HR	\$39.00	34.00	\$1,326.00	34.00	\$1,326.00
	Labors	HR	\$32.00	51.00	\$1,632.00	51.00	\$1,632.00
	John Deere Trackhoe 290	HR	\$130.00	8.50	\$1,105.00	8.50	\$1,105.00
	John Deere Loader 624	HR	\$90.00	8.50	\$765.00	8.50	\$765.00
	John Deere 544 Loader	HR	\$90.00	8.50	\$765.00	8.50	\$765.00
	Ranger 4 X 4	DAY	\$150.00	1.00	\$150.00	1.00	\$150.00
	Cat Skid Steer 299	HR	\$76.00	9.00	\$684.00	9.00	\$684.00
	Mack Haul Truck & Trailer	HR	\$150.00	4.00	\$600.00	4.00	\$600.00
	2-Ton Truck	HR	\$40.00	9.00	\$360.00	9.00	\$360.00
	1-Ton Truck	DAY	\$75.00	2.00	\$150.00	2.00	\$150.00
	Superintendent - Pickup	DAY	\$60.00	1.00	\$60.00	1.00	\$60.00
	Company Mats	DAY	\$25.00	12.00	\$300.00	12.00	\$300.00

SLOPE PROTECTION							
6/21/2019	Superintendent	HR	\$52.00	5.50	\$286.00	5.50	\$286.00
<b>Tuesday</b>	Skill Labors	HR	\$39.00	0.00	\$0.00	0.00	\$0.00
	Labors	HR	\$32.00	11.00	\$352.00	11.00	\$352.00
	John Deere 470 Excavator	HR	\$150.00	5.50	\$825.00	5.50	\$825.00
	John Deere Loader 624	HR	\$90.00	5.50	\$495.00	5.50	\$495.00
	John Deere 544 Loader	HR	\$90.00	5.50	\$495.00	5.50	\$495.00
	Cat Skid Steer 299	HR	\$76.00	6.00	\$456.00	6.00	\$456.00
	Mack Dump Truck	HR	\$60.00	11.00	\$660.00	11.00	\$660.00
	1-Ton Truck	DAY	\$75.00	0.55	\$41.25	0.55	\$41.25
	Superintendent - Pickup	DAY	\$60.00	0.55	\$33.00	0.55	\$33.00
	Company Mats	DAY	\$25.00	12.00	\$300.00	12.00	\$300.00
6/22/2019	Superintendent	HR	\$52.00	10.00	\$520.00	10.00	\$520.00
<b>Wednesday</b>	Skill Labors	HR	\$39.00	0.00	\$0.00	0.00	\$0.00
	Labors	HR	\$32.00	6.00	\$192.00	6.00	\$192.00
	John Deere 470 Excavator	HR	\$150.00	9.50	\$1,425.00	9.50	\$1,425.00
	John Deere 200 Excavator	HR	\$130.00	8.00	\$1,040.00	8.00	\$1,040.00
	John Deere Loader 624	HR	\$90.00	10.00	\$900.00	10.00	\$900.00
	Cat Skid Steer 299	HR	\$76.00	10.00	\$760.00	10.00	\$760.00
	Mack Dump Truck	HR	\$60.00	24.50	\$1,470.00	24.50	\$1,470.00
	1-Ton Truck	DAY	\$75.00	1.00	\$75.00	1.00	\$75.00
	Superintendent - Pickup	DAY	\$60.00	1.00	\$60.00	1.00	\$60.00
	Company Mats	DAY	\$25.00	12.00	\$300.00	12.00	\$300.00
	Downen Supply Co. (soil retention blanket) Inv. No. 110937	LS	\$1,714.95	1.00	\$1,714.95	1.00	\$1,714.95
6/23/2019	Superintendent	HR	\$52.00	10.00	\$520.00	10.00	\$520.00
<b>Thursday</b>	Skill Labors	HR	\$39.00	0.00	\$0.00	0.00	\$0.00
	Labors	HR	\$32.00	13.50	\$432.00	13.50	\$432.00
	John Deere 470 Excavator	HR	\$150.00	10.00	\$1,500.00	10.00	\$1,500.00
	John Deere 200 Excavator	HR	\$130.00	6.00	\$780.00	6.00	\$780.00
	John Deere Loader 624	HR	\$90.00	9.50	\$855.00	9.50	\$855.00
	John Deere 544 Loader	HR	\$90.00	4.00	\$360.00	4.00	\$360.00
	Cat Skid Steer 299	HR	\$76.00	6.00	\$456.00	6.00	\$456.00
	Mack Dump Truck	HR	\$60.00	18.00	\$1,080.00	18.00	\$1,080.00
	1-Ton Truck	DAY	\$75.00	1.00	\$75.00	1.00	\$75.00
	Superintendent - Pickup	DAY	\$60.00	1.00	\$60.00	1.00	\$60.00
	Company Mats	DAY	\$25.00	12.00	\$300.00	12.00	\$300.00
	Martin Marietta (Class "A" Concrete)# 5415263 (plug pipe)	LS	\$1,122.88	1.00	\$1,122.88	1.00	\$1,122.88
6/24/2019	Superintendent	HR	\$52.00	8.00	\$416.00	8.00	\$416.00
<b>Friday</b>	Skill Labors	HR	\$39.00	0.00	\$0.00	0.00	\$0.00
	Labors	HR	\$32.00	12.00	\$384.00	12.00	\$384.00
	John Deere 470 Excavator	HR	\$150.00	6.00	\$900.00	6.00	\$900.00
	John Deere 200 Excavator	HR	\$130.00	6.00	\$780.00	6.00	\$780.00
	John Deere Loader 624	HR	\$90.00	4.00	\$360.00	4.00	\$360.00
	Cat Skid Steer 299	HR	\$76.00	5.00	\$380.00	5.00	\$380.00
	Mack Dump Truck	HR	\$60.00	12.00	\$720.00	12.00	\$720.00
	Water Truck	HR	\$50.00	4.00	\$200.00	4.00	\$200.00
	Superintendent - Pickup	DAY	\$60.00	1.00	\$60.00	1.00	\$60.00
	Company Mats	DAY	\$25.00	12.00	\$300.00	12.00	\$300.00
6/28/2019	Superintendent	HR	\$52.00	9.50	\$494.00	9.50	\$494.00
<b>Tuesday</b>	Skill Labors	HR	\$39.00	0.00	\$0.00	0.00	\$0.00
	Labors	HR	\$32.00	3.00	\$96.00	3.00	\$96.00
	John Deere 470 Excavator	HR	\$150.00	9.50	\$1,425.00	9.50	\$1,425.00
	John Deere 544 Loader	HR	\$90.00	3.00	\$270.00	3.00	\$270.00
	Cat Skid Steer 299	HR	\$76.00	9.50	\$722.00	9.50	\$722.00
	Superintendent - Pickup	DAY	\$60.00	1.00	\$60.00	1.00	\$60.00
	Company Mats	DAY	\$25.00	12.00	\$300.00	12.00	\$300.00
	Martin Marietta (flowable) (100 CY) Invoice No. 25979168	LS	\$12,342.00	1.00	\$12,342.00	1.00	\$12,342.00
<b>REMOVING &amp; CLEANING RENTED MATS FOR RETURN</b>							
6/29/2019	Superintendent	HR	\$52.00	9.50	\$494.00	9.50	\$494.00
<b>Wednesday</b>	Skill Labors	HR	\$39.00	3.00	\$117.00	3.00	\$117.00
	Labors	HR	\$32.00	0.00	\$0.00	0.00	\$0.00
	John Deere 470 Excavator	HR	\$150.00	9.50	\$1,425.00	9.50	\$1,425.00
	John Deere Loader 624	HR	\$90.00	6.50	\$585.00	6.50	\$585.00
	Mack Haul Truck & Trailer	HR	\$150.00	3.00	\$450.00	3.00	\$450.00
	1-Ton Truck	DAY	\$75.00	1.00	\$75.00	1.00	\$75.00
	Superintendent - Pickup	DAY	\$60.00	1.00	\$60.00	1.00	\$60.00
	Company Mats	DAY	\$25.00	12.00	\$300.00	12.00	\$300.00
6/30/2019	Superintendent	HR	\$52.00	8.00	\$416.00	8.00	\$416.00
<b>Thursday</b>	Skill Labors	HR	\$39.00	8.00	\$312.00	8.00	\$312.00
	Labors	HR	\$32.00	27.00	\$864.00	27.00	\$864.00
	John Deere Loader 624	HR	\$90.00	10.00	\$900.00	10.00	\$900.00
	John Deere 544 Loader	HR	\$90.00	3.00	\$270.00	3.00	\$270.00
	Cat Skid Steer 299	HR	\$76.00	7.00	\$532.00	7.00	\$532.00

	Water Truck	HR	\$50.00	10.00	\$500.00	10.00	\$500.00
	1-Ton Truck	DAY	\$75.00	1.00	\$75.00	1.00	\$75.00
	Superintendent - Pickup	DAY	\$60.00	1.00	\$60.00	1.00	\$60.00
5/31/2019	Superintendent	HR	\$52.00	2.00	\$104.00	2.00	\$104.00
Friday	Skill Labors	HR	\$39.00	0.00	\$0.00	0.00	\$0.00
	Labors	HR	\$32.00	5.00	\$160.00	5.00	\$160.00
	John Deere Loader 624	HR	\$90.00	8.00	\$720.00	8.00	\$720.00
	Cat Skid Steer 299	HR	\$76.00	3.00	\$228.00	3.00	\$228.00
	Superintendent - Pickup	DAY	\$60.00	0.20	\$12.00	0.20	\$12.00
6/3/2019	Superintendent	HR	\$52.00	0.20	\$10.40	0.20	\$10.40
Monday	Skill Labors	HR	\$39.00	0.00	\$0.00	0.00	\$0.00
	Labors	HR	\$32.00	18.00	\$576.00	18.00	\$576.00
	John Deere Loader 624	HR	\$90.00	6.00	\$460.00	6.00	\$460.00
	Cat Skid Steer 299	HR	\$76.00	4.00	\$304.00	4.00	\$304.00
	1-Ton Truck	DAY	\$75.00	1.00	\$75.00	1.00	\$75.00
	CBS Rental & Supply Invoice No. 1212700-0001	LS	\$945.92	1.00	\$945.92	1.00	\$945.92
	Traffic Control Devices	LS		0.00	\$0.00	0.00	\$0.00
INV. # 1722	IMMS Industrail Modular Mat System (5-1 to 5-31)Rental 96 mats	LS	\$9,203.19	1.00	\$9,203.19	1.00	\$9,203.19
INV. # 1729	IMMS Industrail Modular Mat System (5-4 to 5-2)Rental 160 mats	LS	\$15,500.10	1.00	\$15,500.10	1.00	\$15,500.10
INV. # 1730	IMMS Industrail Modular Mat System (5-3 to 5-1)Rental 30 mats	LS	\$2,906.27	1.00	\$2,906.27	1.00	\$2,906.27
	Freight (IMMS) for Mats Invoice No. 1714	LS	\$2,752.75	1.00	\$2,752.75	1.00	\$2,752.75
	Freight (IMMS) for Mats Invoice No. 1715	LS	\$1,130.21	1.00	\$1,130.21	1.00	\$1,130.21
	Freight (IMMS) for Mats Invoice No. 1716	LS	\$5,651.08	1.00	\$5,651.08	1.00	\$5,651.08
INV. # 1749	IMMS Industrail Modular Mat System (DAMAGES)	LS	\$10,194.63	1.00	\$10,194.63	1.00	\$10,194.63
	United States Pipe & Foundry Co., LLC (Inv. No. 90599833)	LS	\$91,214.69	1.00	\$91,214.69	1.00	\$91,214.69
	United States Pipe & Foundry Co., LLC (Inv. No. 90599922)	LS	\$33,461.86	1.00	\$33,461.86	1.00	\$33,461.86
	United States Pipe & Foundry Co., LLC (Inv. No. 90800486)	LS	\$24,343.54	1.00	\$24,343.54	1.00	\$24,343.54
				0.00	\$0.00	0.00	\$0.00
				0.00	\$0.00	0.00	\$0.00
				0.00	\$0.00	0.00	\$0.00
				0.00	\$0.00	0.00	\$0.00
					\$435,221.67		\$435,221.67

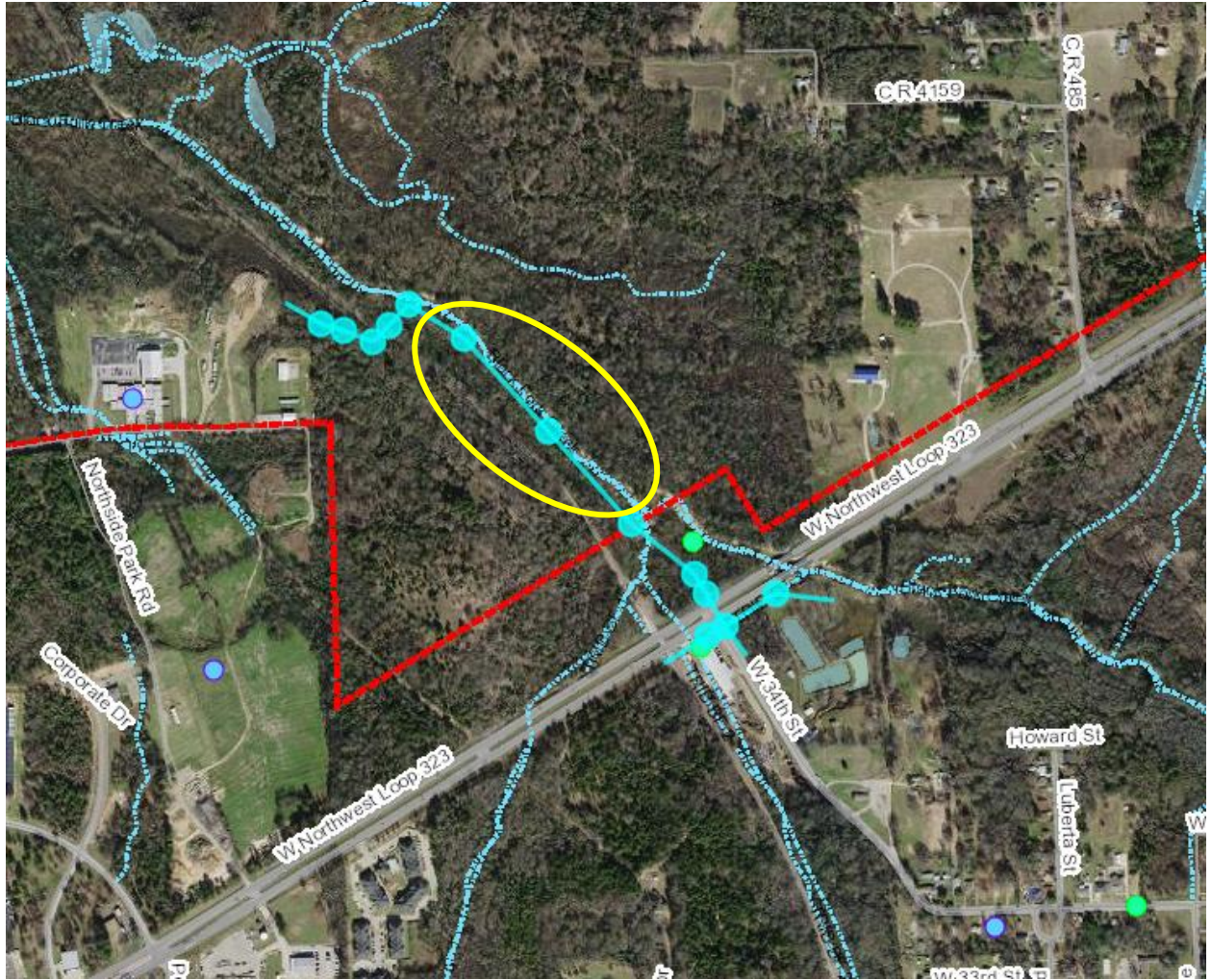
Total Value of Original Contract Performed	\$435,221.67
Materials on Hand	\$0.00
Extra Work - Total Thru Last Estimate	\$0.00
Extra Work Since Last Estimate	\$0.00
Total Value of Work To Date	\$435,221.67
Less: Amount Retained (10%)	\$0.00
Total Amount To Be Paid To Date	\$435,221.67
Less: Amount of Previous Payment	\$0.00
<b>BALANCE DUE THIS ESTIMATE</b>	<b>\$435,221.67</b>

Prepared by  
A.E. SHULL & COMPANY

By: 

Date: 31-May-19

Attachment 2. Location Map







**CITY OF TYLER  
CITY COUNCIL COMMUNICATION**

**Agenda Number:** B-1  
**Date:** July 10, 2019  
**Subject:** Request that the City Council consider approving nominations to the Tyler One Half Cent Sales Tax Corporation Board from District Nos. 3 and 6.  
**Page:** 1 of 1  
**Item Reference:** Code of Ordinances, Article III, Sec. 1-20 e. Vacancies

**Nominations to the Half Cent Sales Tax Corporation Board of Directors**

The Mayor and Councilmembers each nominate a member to the Half Cent Sales Tax Corporation Board, with the entire City Council voting to approve nominations. The terms of Half Cent Sales Tax Corporation Board members coincide with the terms of the Mayor and Councilmembers, however no member may serve more than six (6) years of consecutive service.

**RECOMMENDATION:**

It is recommended that the City Council approve the nominations by Councilmember McKellar for District No. 3 and Councilmember Sudduth for District No. 6.

It is also recommended that the City Council approve the nomination of Chair to serve on the Half Cent Sales Tax Corporation Board.

**ATTACHMENTS:**

1. Half Cent Sales Tax Board Roster

**Drafted/Recommended By:**  
**Department Leader**

*Conundra Brager*

**Edited/Submitted By:**  
**City Manager**

*Edward Brasseur*



# Tyler One-Half Cent Sales Tax Corporation Board of Directors

2 year terms (Created 9-4-96)

City Liaison: Kyle Dykes  
Meets 2<sup>nd</sup> Tuesday each month at 4:00 p.m., Tyler Development Center Large conference Room. (more than advisory)

Single Member District	Place	* Chair	Board Member Mailing Address & Email Address	Telephone Numbers	Terms Completed	Date Appointed	Date Term Expires
<b>At Large</b> <small>(Mayor's Appointment)</small>		*	Mark Whatley - President 3826 Brighton Creek Circle Tyler, Texas 75707	H   W   M  903-530-0955	1	06-05-2013	05-2019
Central	1		Jeff Buie 309 S. Palace Tyler, Texas 75702 <a href="mailto:jeffbuie@gmail.com">jeffbuie@gmail.com</a>	H   903-561-4465 W   903-521-5766 M	0	01-11-2017	05-2019
West	2		Darryl Bowdre 711 S. Vine St. Tyler, Texas 75701 <a href="mailto:pastor@@sctyler.com">pastor@@sctyler.com</a>	H   903-352-2415 W   M	0	06-13-2018	05-2020
<b>N.W.</b>	3		Ralph Caraway – V. President 3007 Club Lake Dr. Tyler, Texas 75702 <a href="mailto:Revcarawayr@gmail.com">Revcarawayr@gmail.com</a>	H   903-595-4645 W   M  903-258-1577	2	05-22-2013	08-31-2019
N. East Fill unex term until 2018	4		Nicanor (Nick) Pesina Jr. 118 W. Fourth Street Tyler, Texas 75701 <a href="mailto:nick@robertslawfirm.com">nick@robertslawfirm.com</a>	H   903-920-7042 W   903-597-6655 M	1	04-12-2017	05-2020
East	5		Aubrey Sharpe 1530 S SW Loop 323 Tyler, Texas 75701 <a href="mailto:Brian@Coreinsightsleadership.com">Brian@Coreinsightsleadership.com</a>	H   903-565-6049 W   903-510-2901 M  903-521-6332	0	06-14-2017	05-2019
<b>South</b>	6		Jason Trimble 6530 S. Broadway Tyler, Texas 75703 <a href="mailto:jtrimble@texasbankandtrust.com">jtrimble@texasbankandtrust.com</a>	H   903-521-6652 W   903-266-3633 M	1	05-22-2013	05-2019



**CITY OF TYLER, TEXAS**  
**BOARD / COMMISSION / COMMITTEE**  
**MEMBERSHIP APPLICATION**

**I. CONTACT INFORMATION**

*Please indicate with an "X" the title you prefer.*

Mr. X      Miss \_\_\_\_\_      Mrs. \_\_\_\_\_      Ms. \_\_\_\_\_      Dr. \_\_\_\_\_      Prof. \_\_\_\_\_

<b>NAME:</b> John Nix			
<b>Home Address:</b> 1515 Jeff Davis Dr. Tyler TX 75703			
Street	City	State	Zip Code
<b>Home Telephone Number:</b> 9033764291			

<b>Office Address:</b> Same as above			
Street	City	State	Zip Code
<b>Office Telephone Number:</b> Same as above			
<i>Please indicate with an "X" which address you would like to use for mailings.</i>		HOME: X	OFFICE:

E-Mail Address: jnix@tylertexas.com

**II. BOARD SELECTION**

**PRIORITY PREFERENCE:**

*Place a 1 beside the name of the Board indicating your 1st Choice, and 2 for your 2<sup>nd</sup> Choice.  
Please limit your preferences to two (2) Boards.*

<b>NOTE:</b>	* Specific technical expertise is required for membership on these boards.
	# The board is more than advisory in nature; will require additional training time.
	@ Special State law requirements, see additional requirements on page 3.
	Airport Advisory Board
	Animal Care Advisory Board (*)
	Board of Adjustment (Zoning) (*) (#)
	<b>Civil Service Commission</b> (#) (@)
	Construction Board of Adjustment & Appeals (*) (#) Building, Plumbing, Mechanical, Residential & Gas Codes)
	Disability Issues Review Board
	Industrial Development Corporation of Tyler Board of Directors (*)
	Keep Tyler Beautiful Board
	Neighborhood Revitalization Board (*) (#)
	Parks Board
	Planning and Zoning Commission (#)
	Northeast Texas Public Health District Board (#)
	Traffic Safety Board
	Tyler Health Facilities Development Corporation Board of Directors (*)
	Tyler Historical Preservation Board (*) (#)
X	Tyler One-half Cent Sales Tax Corp, Inc. Board (#) 1
	Tyler Public Library Board

### III. BACKGROUND INFORMATION

1. Number of years you have lived in Tyler?

Years: 19

2. Education

Institution / School	Diploma / Degree	Year
Home Schooled	High School Graduation	

3. Employment (List most recent first)

Employer	Position	Dates
Nix Construction Inc.	VP	2001-Present

4. Professional Licenses

(e.g. Physician, Attorney, Engineer, Master Electrician, C.P.A., etc.)

Occupation	Type of License Associated with Occupation
Builder	

5. Professional Association Memberships

Association	Office Held (if applicable)
Tyler Area Builders Association	
Chamber of Commerce	

6. Civic-Volunteer Organizations and Activities

(e.g. United Way Loaned Executive, Boy Scout Scoutmaster, etc.)

Organization / Activity	Dates
Salvation Army Advisory board	
Planning and Zoning	
Construction board of appeals	

If applying for the <b>Civil Service Commission</b> , please indicate if you meet the following requirements by marking an "X" in the appropriate box. <b>A person appointed to the commission must:</b>	NO	YES	NOT SURE
1) be of good moral character			
2) be a United States citizen;			
3) be a resident of the municipality who has resided in the municipality for more than three years			
4) be over 25 years of age			
5) not have held a public office within the preceding three years			

***** FOR OFFICE USE ONLY *****	
Applicant's District #:	
Applicant appointed to the following Board:	
Date City Council appointed applicant:	

**IV. QUESTIONNAIRE REGARDING CONFLICT OF INTERESTS**

Please indicate your answer with an "X" in the appropriate box.

QUESTION	NO	YES	NOT SURE
1) Do you or a family member have a contract with, or currently own a business that has a contract with, the City of Tyler?	X		
2) Are you or a family member currently involved in any real estate transactions in which you or the family member are either buying from, or selling to, the City of Tyler?		X	
3) Do you have any delinquent City taxes, utilities, or other assessments or have any pending claims against the City?	X		

**NOTE:**

Answering yes will NOT automatically disqualify a person from serving on a City Board, as the type of interest will determine whether a conflict is present.

\*\*\*\*\*

I understand that if I am appointed to a board I will be expected to participate actively in the business of the respective board, and adhere to the attendance requirements in City Code Section 1-20.1. I also understand that I will be expected to become familiar with relevant City Codes, and review all material relating to decisions to be made and that I can abstain only for cause. I agree to contact the City Clerk's Office in the event that there is any change in my home address/phone number/e-mail address listed above.

**City Boards that are more than advisory.** I understand that if I am appointed to a City Board that is more than advisory in nature as listed in the definition of "City Officer" in City Code Section 1-26, that I will be subject to provisions of the City's Ethics Ordinance in City Code Sections 1-26 through 1-29. If a situation arises during my term on said Board where I have a prohibited financial interest [as defined in City Code Section 1-27], either direct or indirect, in any contract with, or sale of, land or materials to, the City of Tyler, I understand that I will need to resign.

Furthermore, if a situation arises during my term on said Board where I have a prohibited substantial interest [as defined in City Code Section 1-29], either direct or indirect, in any contract with, or sale of land or materials to, the City of Tyler, and such matter comes before said Board, I understand that I will need to abstain from any discussion or vote on the matter, and that I will also need to file an affidavit showing such prohibited substantial interest.

John Nix  
 \_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Signature

7/2/2019  
 \_\_\_\_\_  
 Date

Return completed form to:	
Cassandra Brager, City Clerk P. O. Box 2039 Tyler, TX 75710	CLERK TO CC: City Council City Manager



**CITY OF TYLER  
CITY COUNCIL COMMUNICATION**

**Agenda Number:** C-A-1

**Date:** July 10, 2019

**Subject:** Request that the City Council consider authorizing the application for and acceptance of a Texas Department of Transportation (TxDOT) Grant for Urban State Funds in the amount of \$417,234.

**Page:** 1 of 1

**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 this grant project number (State-U-2019-Tyler-00106) includes funds in the amount of \$417,234 to help cover operating expenses for transit services provided by Tyler Transit. These funds will be used to help reduce local match required from the general fund. This is the third year City of Tyler has applied for this grant, and we received it in both 2017 and 2018.

**RECOMMENDATION:**

It is recommended that the City Council consider authorizing the application for and acceptance of TxDOT Urban State Funds in the amount of \$417,234.

**Drafted/Recommended By:**  
**Department Leader**

**Robert Gil, Transit Manager**

**Edited/Submitted By:**  
**City Manager**



**CITY OF TYLER  
CITY COUNCIL COMMUNICATION**

**Agenda Number:** C-A-2

**Date:** July 10, 2019

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

**Page:** Page 1 of 1

**Item Reference:**

Due to limited staffing, the Engineering Department has executed the following agreements, paid for with Half-Cent Sales Tax program funds, with Charles H. Samson, III for assistance on an as needed basis with general design and project management services that would typically be provided by City staff:

<b>Contract Approval Date</b>	<b>Contract Amount</b>
February 2018	\$24,600
July 2018	\$50,000
January 2019	\$50,000

To date, Mr. Samson has billed against the January 2019 agreement for services rendered in the amount of \$43,198.50 leaving a total remaining in this contract of \$6,801.50. It is expected that this balance will be expended by the end of July. The scope of services and amount for the new agreement will be the same as previous agreements and services will continue to be provided and billed on an as needed basis. A summary of the scope of services is attached for review.

FUNDING: Half Cent Sales Tax Fund


**RECOMMENDATION:**

It is recommended that the City Council authorize the City Manager to execute a Personal Services Contract with Charles H. Samson, III for design and project management of City of Tyler capital improvement projects in the amount of \$50,000.

**ATTACHMENTS:**

[Personal Services Contract 06-28-19](#)

**Drafted/Recommended By:  
Department Leader**

  
Lisa Crossman, P.E., City Engineer

**Edited/Submitted By:  
City Manager**





THE STATE OF TEXAS §  
COUNTY OF SMITH §

**PERSONAL SERVICES CONTRACT  
(TEMPORARY)**

This Agreement entered into by and between the CITY OF TYLER, TEXAS, a municipal corporation, hereinafter called "CITY", and Charles H. Samson III, hereinafter called "CONTRACTOR";

**WITNESSETH:**

- 1. CONTRACTOR shall provide to CITY at the request of the engineering services department, design and management of City of Tyler capital improvement projects as assigned. A Description of Services to be performed is attached as Exhibit A and is incorporated herein for all purposes.
- 2. CONTRACTOR shall perform these services under the supervision and direction of Lisa Crossman, Acting City Engineer, or designee.
- 3. The fee of the CONTRACTOR for these services to be performed as described herein shall be \$85.00 per hour up to a total estimated amount of \$50,000.00. Funds for this expense are budgeted in account number 231-0711-434.49-78.
- 4. CONTRACTOR acknowledges and agrees that they shall have the status of an independent contractor at all time with respect to the rendition of the services described above. In this connection, CONTRACTOR further agrees that they shall not be entitled to medical and other benefits provided in the ordinary course to full-time City Employees.
- 5. This Agreement shall be effective on the date executed below and extend for a period of up to twelve (12) months. This Agreement may be cancelled at any time by either party hereto by delivering five (5) days written notice to the other party stating such intention to cancel this Agreement.

EXECUTED AND ENTERED INTO this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

APPROVED:

**CITY OF TYLER    CONTRACTOR**

\_\_\_\_\_  
CITY MANAGER

\_\_\_\_\_  
CITY ATTORNEY

  
Charles H. Samson III

9425 Mallard Way, Larue, TX 75770  
ADDRESS

(903) 279-7822  
PHONE



Exhibit A  
Description of Services

The following design and project management services will be performed for various capital projects, as needed:

For Projects Designed “In-House”:

- Provide design for various types of projects as assigned, based on needs of City, funding constraints or other issues that may arise.
- Coordinate project with outside utility companies.
- Coordinate projects with other City departments.
- Prepare construction contracts and specifications based on design.
- Schedule advertisement and bidding of the projects.
- Attend pre-bid meetings and answer questions during the bidding process.
- Prepare and issue addendum as required.
- Attend bid openings and prepare bid tabs.
- Prepare Council Communications and/or Half-Cent Communications for award of contracts.
- Route construction contracts for execution.
- Schedule, prepare agenda, and direct preconstruction conferences.
- Review and approve monthly pay applications from contractors.
- Visit work sites as needed during design and construction phases.
- Manage electronic and paper files, as required.
- Perform other tasks as needed.

For Projects Designed by Outside Consultants:

- Select consultants to provide design and/or other professional services as needed, and negotiate a scope of work and fee proposal based on needs of City, funding constraints or other issues that may arise.
- Prepare Engineering and/or other Professional Services Agreements.
- Coordinate projects with other City departments.
- Answer questions and review various submittals throughout design phase and provide comments and/or other information back to consultant.
- Attend pre-bid meetings and assist consultant with answering questions during the bidding process.
- Assist consultant with preparing and issuing addendum as required.
- Attend bid openings.
- Attend preconstruction conferences.
- Visit work sites as needed during design and construction phases.
- Prepare Council Communications and/or Half-Cent Communications for award of engineering, professional services and/or construction contracts.
- Route engineering, professional services and/or construction contracts for execution.
- Manage electronic and paper files, as required.
- Perform other tasks as needed.



**CITY OF TYLER  
CITY COUNCIL COMMUNICATION**

**Agenda Number:** C-A-3

**Date:** July 10, 2019

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

**Page:** 1 of 1

**Item Reference:** FY 2018-19 Water Utilities  
Fund 503-0745-745-2504

Tyler Water Utilities has a 42-inch sewer main running northwest across the 1600 block of WNW Loop 323. This line and associated manholes deliver wastewater from the northern half of the City to the Westside Wastewater Treatment Plant.

The line runs adjacent to Blackfork Creek, and after recent heavy rains and erosion the line collapsed preventing the flow of wastewater to the plant. To move this section away from the creek and make the necessary repairs, approximately 600 feet of the line and associated manholes had to be replaced. During this work, the flow of wastewater had to be maintained. To do so pumps were rented along with the required piping to move the wastewater around the repair location.

Due to the emergency nature and need to maintain the flow of wastewater and protect public health and safety, United Rentals Pump Solutions was contacted to provide the pumps.

**RECOMMENDATION:**

It is recommended that the City Council ratify expenditures in the amount of \$83,801.31 for the rental of emergency pumps to provide sanitary sewer flow during the repairs to the 42-inch sanitary sewer main and associated manholes located at the 1600 block of WNW Loop 323 to United Rental Pump Solutions.

**ATTACHMENTS:**

1. Invoices (168926191-002 for \$7,151.36, 169108866-001 for \$14,401.23, & 168827510-001 for \$62,248.72)
2. Location Map

**Drafted/Recommended By:**  
**Department Leader**

**Michael Norris, Manager Wastewater Treatment Systems**

**Edited/Submitted By:**  
**City Manager**

Attachment 1. Invoices

**United Rentals**  
 PUMP SOLUTIONS  
 BRANCH 155  
 15240 HWY 110 SOUTH  
 TYLER TX 75707-6352  
 903-526-5665  
 903-526-5699 FAX



**4 WEEK BILLING  
 INVOICE**  
**# 168926191-002**

**Job Site Address** | 42" OUTFALL COLLAPSE  
 1630 NW LOOP 323  
 x:LOOP 323@TEXAS CLG ROAD  
 TYLER TX 75702  
**Office:** 903-531-1288 **Cell:** 903-330-2970

Customer # : 7205145  
 Invoice Date : 05/19/19  
 Date Out : 05/02/19 01:00 PM  
 Billed Through : 05/30/19 00:00  
 UR Job Loc : 1630 NW LOOP 323, TY  
 UR Job # : 43  
 Customer Job ID:  
 P.O. # : 42? LINE COLLAPSE  
 Ordered By : TIMOTHY MOORE  
 Reserved By : AARON BELZER  
 Salesperson : CHRISTOPHER BARNETTE

CITY OF TYLER  
 PO BOX 2039  
 TYLER TX 75710-2039

**Invoice Amount: \$7,151.36**

Terms: Due Upon Receipt  
 Payment options: Contact our credit office 212-333-6600 Ext. 84802  
**REMIT TO:** UNITED RENTALS (NORTH AMERICA), INC.  
 PO BOX 840514  
 DALLAS TX 75284-0514

RENTAL ITEMS:		Description	Minimum	Day	Week	4 Week	Amount
1	10314928	PUMP 10X8 VAC ASSIST - DIESEL Make: PIONEER Model: PP108S17L716090 Serial: PP25668 Meter out: 6272.30 Meter in: .00		813.27	2393.55	6981.19	6,981.19
						Rental Subtotal:	6,981.19
SALES/MISCELLANEOUS ITEMS:			Price		Unit of Measure		Extended Amt.
1	TX UNIT PROPERTY TAX	[DRSURT/MCI]	10.674		EACH		10.67
1	DELIVERY CHARGE		159.500		EACH		159.50
						Sales/Misc Subtotal:	170.17
						Agreement Subtotal:	7,151.36
						Total:	7,151.36

COMMENTS/NOTES:

CONTACT: TIMOTHY MOORE  
 CELL#: 903-330-2970

BILLED FOR FOUR WEEKS 5/02/19 THRU 5/30/19 01:00 PM

TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)  
 WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #  
 IN ORDER TO CLOSE THIS CONTRACT



PUMP SOLUTIONS  
 BRANCH 155  
 13240 HWY 110 SOUTH  
 TYLER TX 75707-5352  
 903-526-5665  
 903-526-5699 FAX



4 WEEK BILLING  
 INVOICE

# 169108866-001

Job Site  
 Address

42" OUTFALL COLLAPSE  
 1630 NW LOOP 323  
 x:LOOP 323@TEXAS CLG ROAD  
 TYLER TX 75702  
 Office: 903-531-1288 Cell: 903-330-2970

Customer # : 7205145  
 Invoice Date : 05/23/19  
 Date Out : 05/07/19 07:00 AM  
 Billed Through : 06/04/19 00:00  
 UR Job Loc : 1630 NW LOOP 323, TY  
 UR Job # : 43  
 Customer Job ID:  
 P.O. # : EMERGENCY  
 Ordered By : TIMOTHY MOORE  
 Reserved By : AARON BELZER  
 Salesperson : CHRISTOPHER BARNETTE

CITY OF TYLER  
 PO BOX 2039  
 TYLER TX 75710-2039

Invoice Amount: \$14,401.23

Terms: Due Upon Receipt  
 Payment options: Contact our credit office 212-333-6600 Ext. 84802  
 REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.  
 PO BOX 840514  
 DALLAS TX 75284-0514

RENTAL ITEMS:		Minimum	Day	Week	4 Week	Amount	
Qty	Equipment	Description					
1	10869007	PUMP 6" VAC ASSIST - DIESEL (Double Shift) Single Shift Rate-> Make: CORNELL Model: 6612T-RP-QSP2.8 Serial: 226851 Meter out: 799.50 Meter in: .00 Pump fit out 8" x 8"	325.05 216.70		957.42 638.28	2872.26 1914.84	2,872.26
1	538/2920	HOSE 8X20 RUBBER SUCTION - CAMLOCK	71.00	141.00	422.00	422.00	
26	538/6830	HOSE 8X50 RUBBER DISCHARGE - QC	71.00	141.00	422.00	10,972.00	
1	545/1105	STRAINERS (ALL SIZES)	8.00	16.00	47.00	47.00	
1	545/1111	MISC FITTINGS Camlock x QC crossover	13.10	38.79	83.58	83.58	
Rental Subtotal:						14,396.84	
SALES/MISCELLANEOUS ITEMS:		Price	Unit of Measure	Extended Amt.			
Qty	Item						
1	TX UNIT PROPERTY TAX	[DRSURT/MCI]	EACH	4.39			
Sales/Misc Subtotal:						4.39	
Agreement Subtotal:						14,401.23	
Total:						14,401.23	

COMMENTS/NOTES:

CONTACT: TIMOTHY MOORE  
 CELL#: 903-330-2970

BILLED FOR FOUR WEEKS 5/07/19 THRU 6/04/19 07:00 AM



PUMP SOLUTIONS  
BRANCH 155  
13240 HWY 110 SOUTH  
TYLER TX 75707-6352  
903-526-5665  
903-526-5699 FAX



4 WEEK BILLING  
INVOICE

# 168827510-001

Job Site  
Address

42" OUTFALL COLLAPSE  
1630 NW LOOP 323  
X: LOOP 323@TEXAS CLG ROAD  
TYLER TX 75702  
Office: 903-531-1288 Cell: 903-330-2970

Customer # : 7205145  
Invoice Date : 05/17/19  
Date Out : 05/01/19 07:00 AM  
Billed Through : 05/29/19 00:00  
UR Job Loc : 1630 NW LOOP 323, TY  
UR Job # : 43  
Customer Job ID:  
P.O. # : EMERGENCY COLLAPSE  
Ordered By : TIMOTHY MOORE  
Reserved By : CHRISTOPHER BARNETTE  
Salesperson : CHRISTOPHER BARNETTE

CITY OF TYLER  
PO BOX 2039  
TYLER TX 75710-2039

Invoice Amount: \$62,248.72

Terms: Due Upon Receipt  
Payment options: Contact our credit office 212-333-6600 Ext. 84802  
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.  
PO BOX 840514  
DALLAS TX 75284-0514

RENTAL	ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount	
1	NPPD101257	PUMP 10X8 VAC ASSIST - DIESEL (Double Shift) Single Shift Rate-> Make: PIONEER Model: PP108S17L726090 Serial: 16695 Meter out: 6523.50 Meter in: .00	1219.90	813.27	3590.32	2393.55	10471.78 6981.19	10,471.78
1	NPPD103079	PUMP 10X8 VAC ASSIST - DIESEL (Double Shift) Single Shift Rate-> Make: PIONEER Model: PP108S17L716090 Serial: PP22010 Meter out: 6495.30 Meter in: .00	1219.90	813.27	3590.32	2393.55	10471.78 6981.19	10,471.78
8	538/2920	HOSE 8X20 RUBBER SUCTION - CAMLOCK (1-2) OFF OF EACH LEG OF THE SUCTION		71.00	141.00	422.00		3,376.00
2	538/2930	HOSE 8X20 RUBBER SUCTION - QC One off of each discharge leg, and one for final discharge into manhole		75.00	149.00	445.00		890.00
13	545/1281	8X10 BAUER PIPE		32.00	64.00	190.00		2,470.00
98	545/1282	8X20 BAUER PIPE		32.00	63.00	188.00		18,424.00
19	545/2397	8X20 HDPE DR17 QC		33.00	66.00	196.00		3,724.00
8	545/6928	8 X 20 QCP PIPE DR26		32.00	63.00	188.00		1,504.00
10	545/0845	8" 45 DEGREE QC ELBOW FITTING		27.00	54.00	161.00		1,610.00
12	545/0890	8" 90 DEGREE BAUER FITTING		27.00	54.00	161.00		1,932.00
4	545/1105	STRAINERS (ALL SIZES)		8.00	16.00	47.00		188.00
1	523/3005	PUMP CONTROL PANEL TRANSDUCER 2) Float switches substituted for the transducer. Rate adjusted accordingly.		30.00	60.00	114.00		114.00
8	545/1111	MISC FITTINGS 8" QC Air Relief Valves		13.10	38.79	83.58		668.64
4	538/1930	HOSE 8X10 RUBBER SUCTION - QC		56.00	111.00	332.00		1,328.00
11	538/6830	HOSE 8X50 RUBBER DISCHARGE - QC		71.00	141.00	422.00		4,642.00
						Rental Subtotal:	61,814.20	
SALES/MISCELLANEOUS ITEMS:			Price		Unit of Measure	Extended Amt.		
3.50	ASSEMBLY/DISMANTLE LABOR 5/1- One technician onsite for 3.5 hours to complete setup of transducer/floats.	[AD LABOR/MCI]	115.000		EACH	402.50		
1	TX UNIT PROPERTY TAX	[DRSURT/MCI]	32.022		EACH	32.02		

CONTINUED



PUMP SOLUTIONS  
 BRANCH ISS  
 13240 HWY 110 SOUTH  
 TYLER TX 75707-6352  
 903-526-5685  
 903-526-5699 FAX



4 WEEK BILLING  
 INVOICE

# 168827510-001

**Job Site Address**  
 42" OUTFALL COLLAPSE  
 1630 NW LOOP 323  
 X:LOOP 323@TEXAS CLG ROAD  
 TYLER TX 75702  
**Office:** 903-531-1288 **Cell:** 903-330-2970

Customer # : 7205145  
 Invoice Date : 05/17/19  
 Date Out : 05/01/19 07:00 AM  
 Billed Through : 05/29/19 00:00  
 UR Job Loc : 1630 NW LOOP 323, TY  
 UR Job # : 43  
 Customer Job ID:  
 P.O. # : EMERGENCY COLLAPSE  
 Ordered By : TIMOTHY MOORE  
 Reserved By : CHRISTOPHER BARNETTE  
 Salesperson : CHRISTOPHER BARNETTE

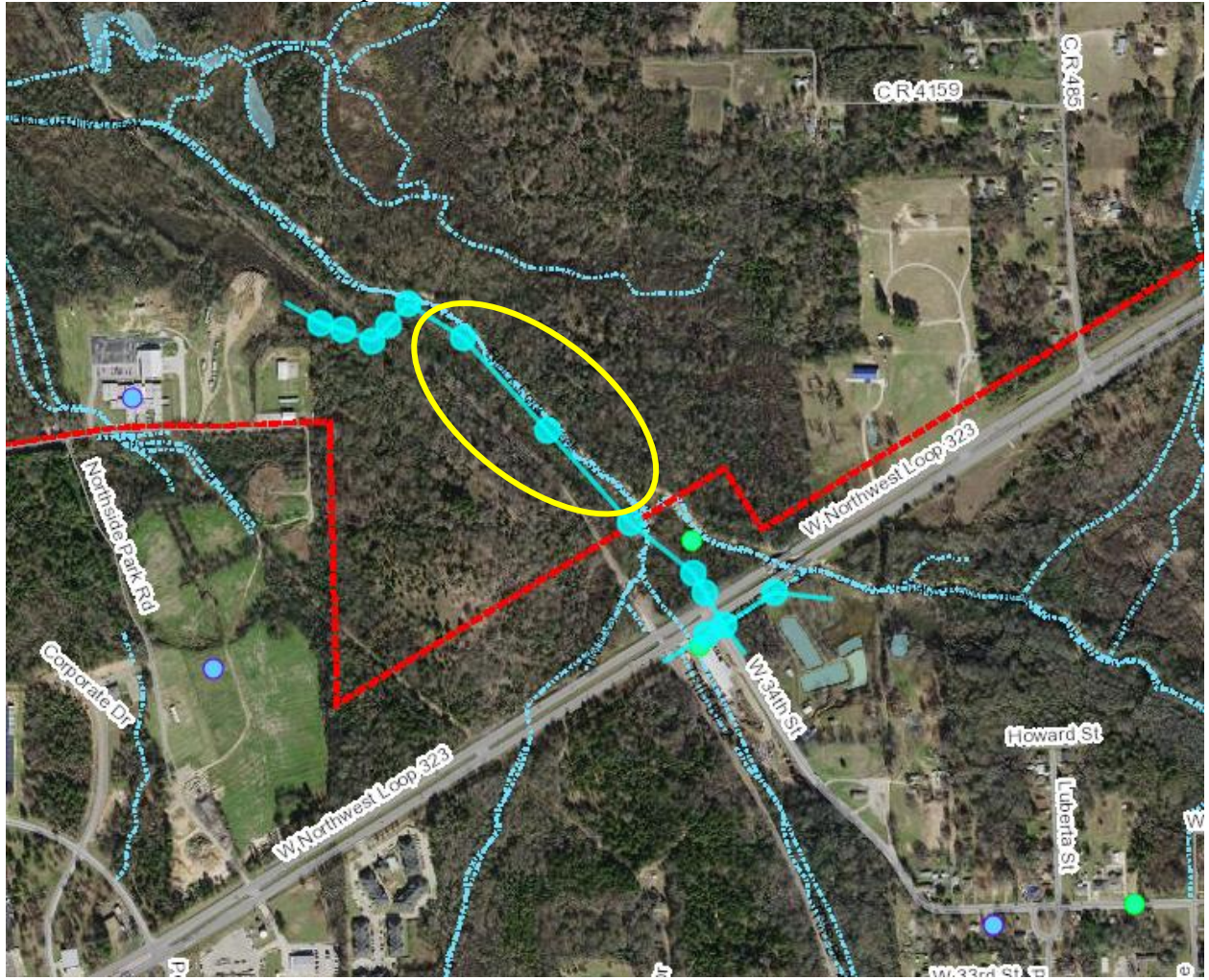
CITY OF TYLER  
 PO BOX 2039  
 TYLER TX 75710-2039

**Invoice Amount: \$62,248.72**

Terms: Due Upon Receipt  
 Payment options: Contact our credit office 212-333-6600 Ext. 84802  
**REMIT TO:** UNITED RENTALS (NORTH AMERICA),INC.  
 PO BOX 840514  
 DALLAS TX 75284-0514

Qty	Item	Price	Unit of Measure	Extended Amt.
			Sales/Misc Subtotal:	434.52
			Agreement Subtotal:	62,248.72
			<b>Total:</b>	<b>62,248.72</b>
COMMENTS/NOTES:				
CONTACT: TIM MOORE				
CELL#: 903-323-2970				
INCOMING FREIGHT AND LOCAL DELIVERY & PICKUP TO FOLLOW				
BILLED FOR FOUR WEEKS 5/01/19 THRU 5/29/19 07:00 AM				

Attachment 2. Location Map





**CITY OF TYLER  
CITY COUNCIL COMMUNICATION**

**Agenda Number:** C-A-4

**Date:** July 10, 2019

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

**Page:** 1 of 1

**Item Reference:** FY 2018-19 Water Utilities  
Fund 503-0745-745-2504

Tyler Water Utilities has a 54-inch sanitary sewer main line running west from the northern side of the City. This line and associated manholes deliver wastewater from the northern half of the City to the Westside Wastewater Treatment Plant.

The line runs adjacent to Blackfork Creek, and passes under a wet area that consistently floods. Inflow and infiltration flowing into defective pipe in this area causes significant increases in flow to the wastewater plant. This increased flow of stormwater inhibits the ability to treat wastewater affectively. To eliminate this flow the line was excavated and repairs made as needed.

Due to the emergency nature of these repairs and to protect public health and safety, A.E. Shull & Company was contacted and the repairs are now complete.

**RECOMMENDATION:**

It is recommended that the City Council ratify expenditures in the amount of \$45,675.63 for the emergency repair of a 54-inch sanitary sewer main located at 6100 block of State Highway 110 N. to A. E. Shull and Company.

**ATTACHMENTS:**

1. Invoice
2. Location Map

**Drafted/Recommended By:**  
**Department Leader**

**Michael Norris, Manager Wastewater Treatment Systems**

**Edited/Submitted By:**  
**City Manager**



Attachment 1. Invoice

A. E. Shull & Company  
 P. O. BOX 130365  
 TYLER, TEXAS 75713

Payment No.: One  
 Name of Owner: City Of Tyler, Texas  
 Owners Address: P.O. Box 2039 Tyler, Texas 75710  
 Name of Contractor: A.E. Shull & Co., Inc.  
 Contractor's Address: P.O. Box 130365, Tyler Texas 75713  
 Project Name: 54" Sanitary Sewer Repair (North HWY 110)  
 Project No: Black Fork Creek 54"  
 A.E.S. No: 179-13

Original  
 Contract Price:

Date: 1-May-19  
 To: 31-May-19

Item No.	DESCRIPTION OF ITEM	UNIT MEASURE	Unit Price	Quantity Complete May-19	Amount Earned This Period May	Total Quantity To Date	Total Amount Earned To Date
5/28/2019	Superintendent	HR	\$52.00	10.00	\$520.00	10.00	\$520.00
<b>Tuesday</b>	Skill Labors	HR	\$39.00	38.50	\$1,501.50	38.50	\$1,501.50
	Labors	HR	\$32.00	35.00	\$1,120.00	35.00	\$1,120.00
	John Deere 130 Excavator	HR	\$110.00	9.50	\$1,045.00	9.50	\$1,045.00
	John Deere 624 Loader	HR	\$90.00	9.50	\$855.00	9.50	\$855.00
	Cat Skid Steer 299	HR	\$76.00	8.00	\$608.00	8.00	\$608.00
	Mack Dump Truck	HR	\$60.00	5.50	\$330.00	5.50	\$330.00
	2-Ton Truck	HR	\$40.00	17.00	\$680.00	17.00	\$680.00
	1-Ton Truck	DAY	\$75.00	1.00	\$75.00	1.00	\$75.00
	Fuel Truck (FOR PUMPS)	HR	\$65.00	0.00	\$0.00	0.00	\$0.00
	BY-Pass Pump System (FUEL)	GALS	\$2.78	0.00	\$0.00	0.00	\$0.00
	Superintendent - Pickup	DAY	\$60.00	1.00	\$60.00	1.00	\$60.00
	Tyler Products Sales, INC. S.O. # 11916	LS	\$310.36	1.00	\$310.36	1.00	\$310.36
	Tyler Products Sales, INC. S.O. # 11920	LS	\$960.13	1.00	\$960.13	1.00	\$960.13
	Ferguson Water Works ORDER # 1036210 Ring & Cover)	LS	\$653.42	1.00	\$653.42	1.00	\$653.42
5/29/2019	Superintendent	HR	\$52.00	9.00	\$468.00	9.00	\$468.00
<b>Wednesday</b>	Skill Labors	HR	\$39.00	34.00	\$1,326.00	34.00	\$1,326.00
	Labors	HR	\$32.00	27.00	\$864.00	27.00	\$864.00
	John Deere 380 Excavator	HR	\$150.00	8.50	\$1,275.00	8.50	\$1,275.00
	John Deere 290 Excavator	HR	\$130.00	0.00	\$0.00	0.00	\$0.00
	John Deere 130 Excavator	HR	\$110.00	4.00	\$440.00	4.00	\$440.00
	John Deere 624 Loader	HR	\$90.00	8.50	\$765.00	8.50	\$765.00
	John Deere 544 Loader	HR	\$90.00	5.50	\$495.00	5.50	\$495.00
	Ranger 4 X 4	DAY	\$150.00	1.00	\$150.00	1.00	\$150.00
	Cat Skid Steer 299	HR	\$76.00	8.50	\$646.00	8.50	\$646.00
	Mack Haul Truck & Trailer	HR	\$150.00	7.00	\$1,050.00	7.00	\$1,050.00
	Mack Dump Truck	HR	\$60.00	6.50	\$390.00	6.50	\$390.00
	2-Ton Truck	HR	\$40.00	14.00	\$560.00	14.00	\$560.00
	1-Ton Truck	DAY	\$75.00	2.00	\$150.00	2.00	\$150.00
	Superintendent - Pickup	DAY	\$60.00	1.00	\$60.00	1.00	\$60.00
	IMMS Industrail Modular Mat System		\$0.00	1.00	\$0.00	1.00	\$0.00
5/30/2019	Superintendent	HR	\$52.00	8.00	\$416.00	8.00	\$416.00
<b>Thursday</b>	Skill Labors	HR	\$39.00	39.50	\$1,540.50	39.50	\$1,540.50
	Labors	HR	\$32.00	11.50	\$368.00	11.50	\$368.00
	John Deere 380 Excavator	HR	\$150.00	7.50	\$1,125.00	7.50	\$1,125.00
	John Deere 200 Excavator	HR	\$110.00	3.00	\$330.00	3.00	\$330.00
	John Deere 624 Loader	HR	\$90.00	2.00	\$180.00	2.00	\$180.00
	Cat Skid Steer 299	HR	\$76.00	7.00	\$532.00	7.00	\$532.00
	Mack Dump Truck	HR	\$60.00	10.00	\$600.00	10.00	\$600.00
	2-Ton Truck	HR	\$40.00	7.00	\$280.00	7.00	\$280.00
	1-Ton Truck	DAY	\$75.00	1.00	\$75.00	1.00	\$75.00
	Superintendent - Pickup	DAY	\$60.00	1.00	\$60.00	1.00	\$60.00
	IMMS Industrail Modular Mat System			1.00	\$0.00	1.00	\$0.00
5/31/2019	Superintendent	HR	\$52.00	8.00	\$416.00	8.00	\$416.00
<b>Friday</b>	Skill Labors	HR	\$39.00	18.00	\$702.00	18.00	\$702.00
	Labors	HR	\$32.00	4.00	\$128.00	4.00	\$128.00
	Cat Skid Steer 299	HR	\$76.00	4.00	\$304.00	4.00	\$304.00
	1-Ton Truck	DAY	\$75.00	1.00	\$75.00	1.00	\$75.00
	Superintendent - Pickup	DAY	\$60.00	1.00	\$60.00	1.00	\$60.00
	IMMS Industrail Modular Mat System	DAY		1.00	\$0.00	1.00	\$0.00

SET UP TO CAMERA 54" SEWER MAIN							
6/1/2019	Superintendent	HR	\$78.00	3.0	\$234.00	3.00	\$234.00
<b>Saturday</b>	Skill Labors	HR	\$55.00	8.0	\$440.00	8.00	\$440.00
	Labors	HR	\$48.00	0.0	\$0.00	0.00	\$0.00
	John Deere 380 Excavator	HR	\$150.00	1.0	\$150.00	1.00	\$150.00
	Cat Skid Steer 299	HR	\$76.00	5.0	\$380.00	5.00	\$380.00
	1-Ton Truck	DAY	\$75.00	1.0	\$75.00	1.00	\$75.00
	Superintendent - Pickup	DAY	\$60.00	0.3	\$18.00	0.30	\$18.00
	IMMS Industrail Modular Mat System	DAY		1.0	\$0.00	1.00	\$0.00
MOVING OUT ALL PUMPS AND MATS							
6/3/2019	Superintendent	HR	\$52.00	9.5	\$494.00	9.50	\$494.00
<b>Monday</b>	Skill Labors	HR	\$39.00	17.0	\$663.00	17.00	\$663.00
	Labors	HR	\$32.00	43.5	\$1,392.00	43.50	\$1,392.00
	John Deere 380 Excavator	HR	\$150.00	3.0	\$450.00	3.00	\$450.00
	John Deere 130 Excavator	HR	\$110.00	5.5	\$605.00	5.50	\$605.00
	John Deere 624 Loader	HR	\$90.00	8.5	\$765.00	8.50	\$765.00
	Cat Skid Steer 299	HR	\$76.00	8.5	\$646.00	8.50	\$646.00
	2-Ton Truck	HR	\$40.00	19.0	\$760.00	19.00	\$760.00
	1-Ton Truck	DAY	\$75.00	2.0	\$150.00	2.00	\$150.00
	Superintendent - Pickup	DAY	\$60.00	1.0	\$60.00	1.00	\$60.00
	IMMS Industrail Modular Mat System			1.0	\$0.00	1.00	\$0.00
6/4/2019	Superintendent	HR	\$52.00	5.0	\$260.00	5.00	\$260.00
<b>Tuesday</b>	Skill Labors	HR	\$39.00	0.0	\$0.00	0.00	\$0.00
	Labors	HR	\$32.00	61.5	\$1,968.00	61.50	\$1,968.00
	John Deere 130 Excavator	HR	\$110.00	5.0	\$550.00	5.00	\$550.00
	John Deere 624 Loader	HR	\$90.00	8.5	\$765.00	8.50	\$765.00
	Cat Skid Steer 299	HR	\$76.00	5.0	\$380.00	5.00	\$380.00
	1-Ton Truck	DAY	\$75.00	1.0	\$75.00	1.00	\$75.00
	Superintendent - Pickup	DAY	\$60.00	0.5	\$30.00	0.50	\$30.00
	IMMS Industrail Modular Mat System			0.0	\$0.00	0.00	\$0.00
Invoice #1745	IMMS Industrail Modular Mat System (PICK UP CHARGE)	LS	\$1,162.50	1.0	\$1,162.50	1.00	\$1,162.50
Invoice #1746	IMMS Industrail Modular Mat System (PICK UP CHARGE)	LS	\$5,812.54	1.0	\$5,812.54	1.00	\$5,812.54
Invoice #1747	IMMS Industrail Modular Mat System (PICK UP CHARGE)	LS	\$2,841.68	1.0	\$2,841.68	1.00	\$2,841.68
						\$45,675.63	\$45,675.63

Total Value of Original Contract Performed	\$45,675.63
Materials on Hand	\$0.00
Extra Work - Total Thru Last Estimate	\$0.00
Extra Work Since Last Estimate	\$0.00
Total Value of Work To Date	\$45,675.63
Less: Amount Retained (10%)	\$0.00
Total Amount To Be Paid To Date	\$45,675.63
Less: Amount of Previous Payment	\$0.00
<b>BALANCE DUE THIS ESTIMATE</b>	<b>\$45,675.63</b>

Prepared by  
A.E. SHULL & COMPANY

By: 

Date: 31-May-19

Attachment 2. Location Map

