

RESOLUTION NO. R-2015-10

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 construction of an expansion to an existing belt press building and installation of a second belt press unit at the Southside Wastewater Treatment Plant (the "Project") and further intends to make certain capital expenditures with respect to the Project and currently reserves the right to reimburse the capital expenditures with proceeds of such debt; and

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

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

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

Part 1: That the City of Tyler reasonably expects to reserve the right to reimburse capital expenditures with respect to the Project with proceeds of future potential debt hereafter which may be incurred by the issuer, and that this resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Project is \$2,000,000.

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

PASSED AND APPROVED, this the 25th day of March, 2015.

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

ATTEST:

Cassandra Brager **SEAL**
CASSANDRA BRAGER, CITY CLERK *Deborah G. Pullum*
DEBORAH G. PULLUM, CITY ATTORNEY



**WORK ORDER FOR PROFESSIONAL SERVICES
CONTRACT NO. TYL - 344
WORK ORDER NO. 1**

Southside Wastewater Treatment Plant Belt Press Installation

This Work Order constitutes authorization by the City of Tyler (CITY) for KSA ENGINEERS, INC. (ENGINEER) to provide engineering services for the above titled project (hereinafter called the Project). The Project includes Preliminary Report Phase, Design Phase and Construction Phase professional services.

ENGINEER shall provide engineering services for CITY in accordance with the ENGINEERING CONTRACT dated October 26, 2011. The scope of services for this part of the work is generally as follows:

- 1) During the Preliminary Phase ENGINEER shall: Provide the services described in SECTION 2 B of the ENGINEERING CONTRACT.
- 1) During the Design Phase ENGINEER shall: Provide the services described in SECTION 2 C of the ENGINEERING CONTRACT.

The Design Phase Services will be completed and Contract Documents and ENGINEER's opinion of costs submitted within 120 calendar days following written authorization from CITY to ENGINEER to proceed with that phase of services. Subject to such time extensions as may be mutually agreed upon by ENGINEER and CITY in response to unforeseen conditions or events beyond the control of ENGINEER.

- 2) During the Construction Phase ENGINEER shall: Provide services as described in SECTION 2 D of the ENGINEERING CONTRACT.
- 3) Project Specific Scope:

Engineering services will consist of preliminary engineering, design, bidding and construction phase services for the replacement of the installation of a second belt press and expansion of the existing belt press building using a pre-engineered metal building at the Southside Wastewater Treatment Plant.
- 4) Additional Services of ENGINEER: The ENGINEER is hereby authorized to perform the following additional services:
 - a. Perform field surveys for design of the project components.
 - b. Perform geotechnical investigation
 - c. Perform construction materials testing.
 - d. Provide the services of a resident project representative on a part time basis.
- 5) CITY's Responsibilities: The CITY's responsibilities shall be as described in SECTION 4 of the ENGINEERING CONTRACT.

6) **Engineering Fees:** The fees for the various services to be provided by the ENGINEER are as follows (subject to the conditions of the Agreement):

<u>Description</u>	<u>Preliminary Design Phase</u>	<u>Final Design Phase</u>	<u>Bid & Construction Phase</u>	<u>Total</u>
Basic Engineering Fee (Lump Sum)	\$ 39,600	\$ 66,000	\$ 26,400	\$132,000
Design Surveying (Lump Sum)	\$ 8,000			\$ 8,000
Geotechnical Investigation (Reimbursable plus 15%)				
Materials Testing (Reimbursable plus 15%)				
Construction Staking				
Project Representative (RPR) (Estimated Hourly Budget)				
Total				\$ 140,000

Reimbursable

Reimbursable expenses, if any, incurred by the ENGINEER in the performance of this contract shall be paid by the CITY to the ENGINEER upon presentation of a detailed invoice for such reimbursable item.

Outside Services

Expenses incurred by the ENGINEER for arranging and monitoring Outside Services such as necessary sub-consultants, materials testing charges, etc. shall be paid by the CITY to the ENGINEER at the invoice price from the Outside Service provider plus a fifteen (15%) service charge by the ENGINEER upon presentation of a detailed invoice for such Outside Services provided.

7) Method of payment for various project components:

CITY shall pay ENGINEER for services rendered as provided for in SECTION 3 of said ENGINEERING CONTRACT unless modified herein and agree to by both parties to said contract.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order No. 1 to the ENGINEERING CONTRACT dated on the day of 2015.

CITY:

CITY OF TYLER, TEXAS

ENGINEER:

KSA ENGINEERS, INC.

BY:

Edward Brouhard
City Manager
City of Tyler, Texas
P.O. Box 2039
Tyler, Texas 75710

BY:

Jonnie Young
Jonnie M. Young, P.E.
President
KSA ENGINEERS, INC.
6781 Oak Hill Blvd.
Tyler, Texas 75703

DATE:

DATE:

2/19/15