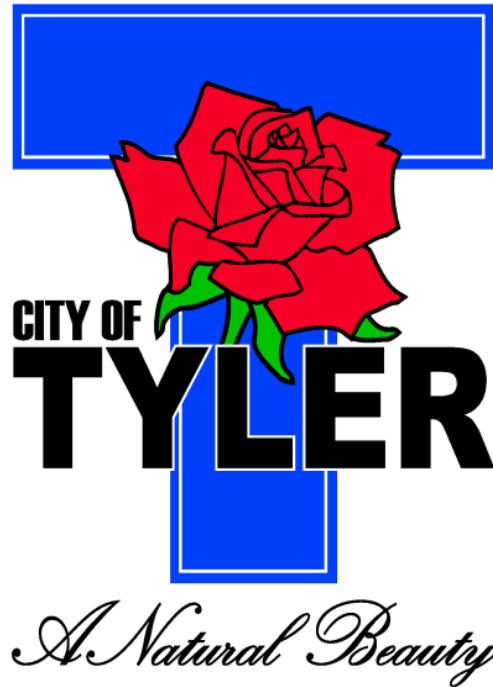


CITY COUNCIL AGENDA



Wednesday, July 9, 2025
9:00 am



CITY COUNCIL

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



CITY COUNCIL MEETING AGENDA

CITY COUNCIL CHAMBERS - CITY HALL

City Hall, City Council Chambers

212 N. Bonner Avenue, 2nd Floor

Tyler, Texas

Follow us on Facebook Live at:

<https://www.facebook.com/CityofTylerTexas/>

Wednesday, July 9, 2025

9:00 am

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

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

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

AMERICANS WITH DISABILITIES ACT NOTICE

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

COURTESY RULES

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

INVOCATION

PLEDGE OF ALLEGIANCE

MINUTES

Request that the City Council consider approving the minutes of the regular called meeting of the City Council of the City of Tyler, Texas, held on May 28, 2025.

RESOLUTION

- R-1** Request that the Tyler City Council consider adoption of a Resolution expressing support for the submission of an Intent to Bid to host the Texas Amateur Athletic Federation (TAAF) Summer Games of Texas 2029-2030 by Visit Tyler. SPORTyler, the City of Whitehouse. Whitehouse Independent School District (WISD) and Whitehouse-Tyler Metro Track Organization.
- R-2** Request that the City Council consider adoption of a Resolution authorizing the filing of an application with the Texas Parks and Wildlife Department (TPWD) for a Local Parks Grant for Golden Road Park and authorizing the City Manager to take all actions needed to receive and expend grant funds.

ORDINANCE

- O-1** Request that the City Council consider adoption of Ordinances amending and updating fees and other applicable adjustments to Tyler City Code Chapter 8 relating to Fun Forest Pool, Athletic Tournaments, Glass Recreation Center, and the Tyler Senior Center.

MISCELLANEOUS

- M-1** Request that the City Council consider authorizing the City Manager to approve the Northeast Texas Regional Materials Recovery Facility (NETX) (RMF) as the successful bidder for Bid 25-071 Curbside Recycle.

BOARD APPOINTMENTS

- B-1** Request that the City Council consider reappointing and appointing members to the Half Cent Sales Tax Board for Districts 1, 3, 4 and 5.

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 Chief of Police to enter a Memorandum of Understanding with Grace Community Schools to establish a collaborative partnership to ensure a coordinated response to emergencies.
- C-A-2** Request that the City Council consider authorizing the City Manager to ratify a reconciliation change order that will increase the contract amount by \$28,700.00 and the release of final retainage payment in the amount of \$33,874.10 to Gracon Construction, Inc. for the construction of the Southside Wastewater Treatment Plant

Improvements.

- C-A-3** Request that the City Council consider authorizing the City Manager to accept the Federal Aviation Administration (FAA) Grant 56 for Passenger Boarding Bridge replacement in the amount of \$2,055,090.00 at Tyler Pounds Regional Airport.
- C--A-4** Request that the City Council consider authorizing the City Manager to award Tyler Bid No. 25-021 to GEMS Technical Services, Inc., for the Passenger Boarding Bridge Replacement Project at Tyler Pounds Regional Airport in the amount not to exceed \$1,935,994.50.
- C-A-5** Request that the City Council consider authorizing the City Manager to approve a reconciliation change order that will increase the contract amount by \$2,102.47 and the release of final retainage payment in the amount of \$115,308.70 to Precision Civil, LLC for the Consent Decree Group 5 - Remedial Measures Pipeline by Reroute, Bid 23-053.
- C-A-6** Request that the City Council consider authorizing the City Manager to approve a reconciliation change order that will decrease the contract amount by \$21,651.51 and the release of final retainage payment in the amount of \$11,817.44 to Zone Industries for the Consent Decree Gilley & Greenbriar Lift Station Bypass Pumps.

CITY MANAGER'S REPORT

ADJOURNMENT



**CITY OF TYLER
CITY COUNCIL COMMUNICATION**

Agenda Number.

Date: July 9, 2025

Subject: Request that the City Council consider approving the minutes of the regular called meeting of the City Council of the City of Tyler, Texas, held on May 28, 2025.

Item Reference:

Request that the City Council consider approving the minutes of the regular called meeting of the City Council of the City of Tyler, Texas, held on May 28, 2025.

RECOMMENDATION:

Request that the City Council consider approving the minutes of the regular called meeting of the City Council of the City of Tyler, Texas, held on May 28, 2025.

Attachments:

[2025 05 28 Minutes](#)

Drafted/Recommended By:

Department Leader Cassandra Brager, City Clerk

Edited/Submitted By:

City Manager

May 28, 2025

**MINUTES OF THE REGULAR CALLED MEETING OF
THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS
May 28, 2025**

A regular called meeting of the City Council of the City of Tyler, Texas, was held Wednesday, May 28, 2025 at 9:00 a.m. in the City Council Chambers, 2nd floor of City Hall, Tyler, Texas, with the following present:

Mayor: Don Warren
Mayor Pro Tem: Lloyd Nichols
Councilmembers: Stuart Hene
Petra Hawkins
Shonda Marsh
James Wynne
Brad Curtis

City Manager: Edward Broussard
Deputy City Manager: Stephanie Franklin
Asst. City Manager: Heather Nick
Asst. City Manager: Keidric Trimble
City Attorney: Deborah G. Pullum
Deputy City Attorney: Steve Kean
Senior Asst. City Attorney: Alesha Buckner
Airport Manager: Stephen Thompson
Planning Director: Kyle Kingma
Chief Information Officer: Benny Yazdanpanahi
City Librarian: Ashley Taylor
Chief Building Official: David Gibson
Police Chief: Jimmy Toler
City Engineer: Darin Jennings
Project Engineer: Jacob Yanker
Director of Parks & Recreation: Leanne Robinette
Senior Management Analyst: Blake Cathey
City Clerk: Cassandra Brager

INVOCATION

The Invocation was given by Councilmember Marsh.

MINUTES

Motion by Councilmember Curtis to approve the April 9, 2025 minutes; seconded by Councilmember Wynne; motion carried 7 - 0 & approved as presented.

AWARDS

A-1 Request that the City Council consider recognizing the following employees for their years of service and commitment to the City of Tyler. They represent 145 years of service with the City of Tyler.

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

Jose Parga, Parks Manager, 35 Years of service

ZONING

- Z-1** Z25-008 MD DIVINE HOMES LLC (2921 NORTH BORDER AVENUE)
Request that the City Council consider adoption of an Ordinance approving a zone change from R-2, Two- Family Residential Duplex District to R-1D, Single-Family Detached and Attached Residential District. **(O-2025-22)**

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

RESOLUTION

- R-1** Request that the City Council consider adopting a Resolution nominating Tyler Regional Hospital, LLC - UT Health Tyler, for award of a State of Texas Enterprise Zone Project designation and the Job Retention Benefit under the Enterprise Zone Program. **(R-2025-32)** **Councilmember Marsh exits to recuse**

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

Councilmember Marsh enters.

ORDINANCE

- O-1** Request that the City Council consider adopting an Ordinance amending Tyler City Code Chapter 12 by establishing airport hazard area zoning regulations for Tyler Pounds Regional Airport, establishing and defining the authority of the Zoning Board of Adjustment and Appeals regarding such regulations, and providing definitions; and also amending Tyler City Code Chapter 10 by requiring a notation on Subdivision Plats located in Airport Height Hazard Zoning Districts. **(O-2025-23)**

Steve Thompson, Airport Manager – Stated that he was here to briefly cover the “why portion” and answer any questions as far as implications of what we're doing. “But basically, as you all know, the Airport is an economic engine for the City, and really, it's a resource for the entire region. It's just an asset, that we really have a duty and obligation to protect long into the future. And what this change in ordinance does is basically provide protection for aircraft pathways in and out of the Airport, which would be pretty much obvious, but also provides some protection for people, structures, and resources on the ground. So, it's a very all-encompassing effort to really try to make sure that the future development around the Airport does not infringe on the ability to operate the Airport safely. The goal is to prevent the creation of hazards to aircraft coming in and out of the Airport. And as mentioned, also to protect people and structures on the ground. We've done a great deal of investing, on an annual basis, just with the staff that's out there and maintaining the Airport, but also the infrastructure investment that, as you know, is greatly funded by the FAA.” It briefly states

right from the FAA website, “When Airport owners or sponsors, planning agencies, or other organizations accept funds from FAA-administered airport financial assistance programs, they must agree to certain obligations or assurances. These obligations require the recipients to maintain and operate the facilities safely and efficiently and in accordance with specified conditions.” So, there are basically 40 different grant assurances. You can see the one that's most applicable to what we're talking about today. But this just outlines our obligation as a recipient of those federal funds. And as you know, all of our capital projects are funded sometimes at 90, sometimes at 95%, and even sometimes at 100 % in terms of our freight that was purchased two years ago. So, we're very reliant upon that funding for our future operations, and we don't want to jeopardize that by allowing some type of development that we could have altered, changed, or at least used this mechanism that we're proposing to make sure that it doesn't infringe upon, aircraft coming and going.”

Kyle Kingma, Planning Director - Stated that within the Runway Protection Zones (RPZ), circled in red. Those are off the ends of the runways. So, actually, the Airport in relation to streets and high winds, on the west side of town. That blue line is the city limits, so that does go out to surround the Airport property. And this is essentially this kind of the same map here or the same areas. With that those black areas and hatches, those are in the RPZs. The areas are mostly affected by the land use restrictions that are being proposed. So, this kind of helps orient the location.

Mayor Warren – Asked if this ordinance affects the entirety of what's outlined in black or just the part in black that's in the city limits?

Kyle Kingma, Planning Director- Stated that everything that's in black, inside and outside the city limits.

Mayor Warren- Asked, so on all the black areas, are there existing structures now in the black?

Kyle Kingma, Planning Director- Stated that there are existing structures outside of the black areas, but this ordinance would apply to those areas, what's in there now, and what can be in them in the future.

Mayor Warren- Stated that the ordinance is saying you cannot have a structure inside the black. Correct?

Kyle Kingma, Planning Director: Stated, no. So kind of come back to what's being proposed here. So, it doesn't prohibit a structure from being in the black areas. It does establish three land uses that are, that do not need any further review, in the ordinance to do. And those are, essentially things without structures, which are surface parks and agricultural activity. And then if there are any other uses, that those can be evaluated on a case-by-case basis, through essentially the variance process, and that will involve FAA, feedback from the FAA on whether that activity would, in their opinion, be detrimental to the two

essentially in the runway clearance. And so, the way to look at it is, you know, there are three that are as is by right, no further review. That does not preclude that's not an exhaustive list. There is a mechanism and ability to do other things. So, if you have a structure in there now, and want to continue that or build something new that's not already pre-cleared, if you will, then there is a mechanism to do that.

Councilmember Hawkins – Asked if there were already residential areas in some of these areas.

Kyle Kingma, Planning Director: Stated, “There are, I believe, a few homes, yes, in some of those Runway Protection Zones (RPZ). But this ordinance is not retroactive, it will not require anybody to remove their home or any structures that are not legally nonconforming for that. And again, if the time comes that something may happen, they wanna rebuild it or they need some kind of clearance for a bank or a lender or whatnot. They have that mechanism to get that cleared and to make that use allowable.”

Mayor Warren – Stated that he didn't quite understand the 75 foot.

Kyle Kingma, Planning Director – Stated, there's this ordinance that will establish a height hazard permit requirement, but it will not apply to anything that is 75 feet or lower, so like, in height.

Edward Broussard, City Manager: Stated, which is the equivalent of a five-story building.

Mayor Warren – Stated that it's pretty small. I mean, it's like five stories.

Kyle Kingma, Planning Director – Stated, yes a five-story building is, like, 50 feet or so. So, it's pretty small. But to say that there are many exemptions from this process.

Steve Thompson, Airport Director – Stated, basically, first, let me just stress that this document basically reinforces criteria that the FAA has today. And if the FAA has no objection to what is going to be developed, then this document is not further restrictive. And as Kyle mentioned, even has a mechanism for us to vet projects that the FAA may object to that we can take through a process and either try to get approval or make adjustments to the project, so it does go through. But, basically, as part of that grant assurance, well, for compatible land use in general, the FAA has three levels that they ask that you take to protect space like this. The first is to own the property outright. So, where we own many slices of our RPZs and other space around the Airport, that's ideal. If you can own that land and not have it, and it's protected for eternity, that's ideal. The second level is to have an easement over that property. So, if you don't own it, but you can purchase an easement over that property, that gives another level of protection. This is the third and less, least desired of those three methods, but they specifically state to have some type of zoning ordinance that then gives you if you can't own it, you can't or don't have an easement over it, but then at least you have a zoning mechanism in

place to try to manage that process, if you will. So, it basically is, I would just call it kinda like catching up with those grant assurances to make sure that we are protected. What we don't want is to have that funding in jeopardy. And if there were to be some development someday, and then, you know, frankly, this is probably way down the road, but it's good to get this in place now, for future owners. But if something were to be built that infringes safety at the Airport, two things can happen. We can have that funding that I mentioned jeopardized. That could be a primary concern. But if the development were to go through at a certain height or a certain location, that could also impair operation into the Airport. They could require us to shorten a runway. They could require us to increase some of the approach minimums coming into a runway. So, it really could impair operations, if not actually infringe upon that funding. It's not anything new the FAA has come up with, it's just us saying, hey, that we speak to this requirement. We need to have something on paper. And, frankly, I believe for years, it's just been a nice quiet space out there, not a lot of development. As we see the town growing in that direction and looking at other potential obstacles, the timing is good to put a process in place.

Councilmember Hawkins, Asked if she wanted to build a hotel, would she have to go outside of the pink area, or where are the boundaries? Because looking at all these colors how far out would she have to go from the Airport. Well, I see the runways are closer to the airport, and then the parameter is pretty far out.

Kyle Kingma, Planning Director - Stated- Right. These are Airport zones, and they are used for different terms for different things. Not all these colors affect or are in play with this ordinance here. To build a hotel, if it's outside of that black area, that large black asterisk-looking thing, then no, it can go anywhere in there. It can also go within the black boundary as well but it would need that airspace study. Hotel usually, 50 feet or less. But if it's more than that, then yes. It wouldn't need that airspace study, and that would clear it. So, it's also allowed inside that black area, as well. They were to be off the ends of the runways and those RPZ's, those crosshatch areas, that's ordinance. But as is, it would restrict, or would prevent that hotel. There is a process that if that may not be the case if, on-site specific case, it would just need further evaluation between the City and the FAA.

Councilmember Nichols -Asked, we got two black areas. We got the smaller ones and the larger ones. The smaller ones right at the end of the runway does the 75-foot rule applies to those also within that smaller black area? So, as it is right now, if someone owns that property there are four things they can do: the agriculture, surface parking. Without any zoning request or anything. But within that same smaller black area, they have an appeal process that would go to the FAA for the appeal process. A process for them to present their plans to the FAA. That's where that 75-foot rule comes in. Anything 75 feet or less, if they're building it, they can show their plans to FAA, and the FAA then has to approve it.

Kyle Kingma, Planning Director - Stated that if it's in the RPZ, it would need both it would need the height permit, with that airspace study. Usually, that's not ...probably not gonna be an issue. If it does not fit within those categories, the as-is by right, no further review categories, then the process would go before the City's Zoning Board of Adjustment for a use variance. But as part of that process, the applicant would be required to provide something from the FAA, to essentially either they will, or we will have that discussion because that's critical information for the Board of Adjustment to know whether if they're gonna grant a variance for an activity that's gonna be detrimental to what the Airport's trying to achieve. So, there would be two things. If you develop in that crosshatch off the end of the runway, that's not consistent with that. It wouldn't require a height permit at an administrative level. If it's a 20-foot building, probably not going to be an issue with the height. And then the use would also go through a review process.

COUNCILMEMBER NICHOLS: Stated, when you say RPZ, that is the smaller black area?

Kyle Kingma, Planning Director: Stated, yes sir.

Councilmember Nichols – Asked if a guy wants to put up some mini storage across 64 there on the north side, and it's within that height requirement. He's got a shot to put that out to the City and to the FAA, and he has an opportunity to lay those plans out for approval.

Kyle Kingma, Planning Director -Stated, that's correct.

Councilmember Hawkins –Stated, let's clarify again. The residential also because you said that the homes there is not gonna affect them. But what if I have ten acres and I wanna build some spec houses? I'd have to get that approved through the City.

Kyle Kingma, Planning Director – Asked, if it's in the crosshatch black area?

Councilmember Hawkins-Stated, or wherever you said that there's already residential.

Kyle Kingma, Planning Director – Stated, well, within the RPZs, within the smaller black areas that there are a few homes. They're not subdivisions. But yes. If, in those areas somebody wanted to build 10 homes, a subdivision, which there's not much space, but in theory, if that was the case, it would need to go through the variance process to allow the residential activity within there. And then that will be in conjunction with the FAA. If it's outside of that area within the larger black area there's no use restriction, and there's likely not a height issue, but there would be a height permit process, just to confirm that. Those homes are usually twenty-five feet tall. I will also say so in the research of other cities, and many other cities in Texas do have these requirements, the restrictions

within the RPZs mirror a lot of those other cities as well. And then, beyond that, those other cities do have use restrictions outside of the RPZs. So, in those blue areas there, which are the approach zones, you know, off the runways, that's where the planes are gonna go. They do further segment those into smaller areas and say one unit per acre, three units per acre max, things like that. This ordinance does not have that. Its only focus is on the RPZs in terms of the land use restrictions. So, it is a more friendly approach, I guess, in terms of other cities may have further restrictions outside of what we're trying to do.

Mayor Warren – Stated that he was confused. The small hatched black area. That is the focus of this whole ordinance. The larger black yes. The larger black area is not the focus of this ordinance. So, if, like, the Councilmember Hawkins says, if she wants to build 10 houses outside of these four black boxes, they can do it without any appeal, they can go out, they're out in the County. They can just build it.

Kyle Kingma, Planning Director -Stated outside of these black areas, there's no land use restriction. No.

Edward Broussard, City Manager -Stated, remember, you're out in the County for quite a bit of this. So, you don't have zoning that's applying to properties outside the City. Now, outside you have the hatched areas of which you have height restrictions there. You still go to the greater black area. So, when you have kind of the greater black area than that goes off of your runway protections on us to protect your Airport, you then have where there will be, I assume, platting that still is required. We will have to review in the platting different pieces of information in relationship with this. Beyond this, we talk a lot about land use, but there's also different uses that are specified in here in relationship to safety components, such as nothing can be used in relation to create electrical interference with radio communications between the Airport and aircraft, making difficult to distinguish from airport lights and other lights, resulting glare to the eyes of flyers using the Airport to compare visibility in the vicinity of the Airport, including but not limited to the creating excessive smoke, fog, mist, dust, and other matter endangering the landing, taking off, or maneuvering our aircraft, or in any manner situating an airport hazard. And so, there are other pieces that are components of this that are part of your large ordinance here, that go with those different land uses, and in reviewing the platting for the properties that fall into this black territory here.

Councilmember Curtis Asked, so just to be clear, Kyle, these rules are already in effect. The FAA already requires this today. Is that correct?

Kyle Kingma, Planning Director, Stated that the FAA requires the airspace study around the Airport today. And they also expect us to ensure that incompatible development does not occur at the end of the run.

Councilmember Curtis- Asked, so what we're talking about today is just codified in our ordinances reflecting that FAA saying we want you to be part of this and helping enforcement. That's all. This isn't new. Like, if we said no, well, this isn't required anymore. This is still required. It's just we're not helping.

Edward Broussard, City Manager – Stated this piece is a great way of looking at this because you know, there is an appeals process that this creates. Currently, the appeals process is relatively nonexistent. So, they have to submit an FAA permit, which says that they can go on it. We cannot say yes. We grant your appeal on this if the FAA says no. But there isn't this ordinance then where the Airport Manager has the first dibs on it to be able to say that we are approving are we giving consideration to the appeal for construction, of anything that might be below the height limitations, or above the height limitations, pardon me, in this area, that is being considered. If the Airport Manager is to say, I deny the appeal, they can then go to the Planning and Zoning Commission to appeal that denial, for the height restriction component, or other uses. Again, we keep talking about height. There are other uses that can also be given consideration. Beyond that, if the Planning and Zoning Commission says no to it, then they actually have the right to go to court, and to appeal the Planning and Zoning Commission, as far as the denial of that.

Councilmember Curtis -Stated, this ordinance would create that structure.

Edward Broussard, City Manager – Stated, yes. The Ordinance provides structure to that in order for that to be reviewed.

Justin Carney, 473 Wellington Place Blvd – Stated that he brought a letter with him, but he was going to deviate off of that a little bit and then maybe just give it to the City Clerk. Mr. Carney made the following statement, “A little bit of context about myself. I was born here in Tyler. I'm a real estate developer, residential. I'm currently working on a neighborhood called Wellington Place. It's directly north of the airport. And this map is zoomed out pretty far, but, yes, yes. I'm in the Northeast Corner there. And you can kinda see that word Duke Place, and then all those homes that go off towards the north there. That's my project. I've been working on this project for ten years. We invested into it. We work with the City of Tyler because we're in the ETJ, but that's not to say that we're in the city limits. So, we have city water, and we have city sewer. So anytime we go to do anything, like put more houses and stuff like that, we do get a plat, and we get approval from the City of Tyler. I'm opposed to some of the things that are trying to be put in place today. It greatly puts a burden on our investment that we put together. It has nothing to do with the residential homes, and it actually has nothing to do with the 75-foot rule. I have no grievance with the 75-foot rule. One of my biggest grievances is that in 2018 and 2019, we were asked, if not required, to put in a thousand-foot city spec road through this area, which is called Duke Place. And you recoup your investment on roads by putting structures on both sides of the road. If this was to go into effect, I wouldn't be able to put anything on the east side of that road. And today's

information, I've actually learned a lot from the Planning and Zoning meeting, which I attended. And, during the Planning and Zoning meeting, several people asked several questions about if they would be allowed to do this or allowed to do that. And my interpretation of what the answers to those questions were was that there would be no structures. Your options were compatible land uses only, livestock, surface parking. One example was given that, you know if you were to park RVs, could you put a cover over the top of those RVs? And the answer was no. So, I'm encouraged today from some of the things that I've heard, yet it's still scary because I put a lot of time and a lot of money into developing this neighborhood, and I feel like it's you know, I'm gonna get my legs cut out from under me by giving up the opportunity to do anything on this eastern track. Another thing that I'll say is, in the Planning and Zoning meeting, there was a map that was on the board that was not made available to the public, and it showed different black lines. So, you had your RPZ, which everyone's pretty clear on where those lines go, and that's kinda what I just spoke about was that area. Today, there was another black line that goes around, and that's not the one that I'm talking about, but it was a zoomed-in photo that had a black line going right through my western tracks. So, I have three tracks of land, and they are all considered commercial use. They're not considered commercial use by City standards, whereas it would be like C-1 or C-2 they're just Highway 64 frontage. I mean, you're right there. I'm sure most of you have driven by it. It has not been made clear what those restrictions would be on that side of Duke Place. And so, it encompasses about three different tracts of land, which amount to about eight acres of commercial use right along Highway 64, which services a neighborhood directly to the north that is 250 houses. And, so it's just scary because it'll impact me, in a devastating way, on this project that I've put ten years into. Though I understand that the Airport and the growth is good for the City of Tyler, I feel like I'm bearing the burden by losing this property rather than this property just being eminent domain. I'm being handed restrictions that is a lost opportunity, and, you know, there it is. I have to pay taxes on it and keep it, but I can only run cows on it next to a very expensive road. And I think that there's a lot more information that could be found out. Some of the information has been vague, and some of the information from the Planning and Zoning meeting does not match up with what was said here today. And I'm very encouraged by what was said here today, but I mean, you all asked some very good questions. I stand behind all your questions, but there are more questions, and we don't have answers to some of them. And I would like more time to investigate this. I would like more time to see what the detrimental value of my property is gonna be. I've ordered an appraisal. We're waiting for that to come back. And so, I ask you guys to table this for thirty days to give us some more time to look into what our options are."

Councilmember Hawkins- Stated, that's the reason why I had asked the question that I asked. When I went to pick my husband up at the Airport, he wasn't there yet. The flight was delayed, and I drove down. I didn't realize they were adding on the extra going further back into Wellington back there. So that's

why I was wondering about those restrictions. Was he going be able to finish out that part of the subdivision?

Councilmember Wynne – Asked Mr. Carney, how much land do you have left on the East Side of Duke that you would build out?

Justin Carney – Stated 4.49 acres.

Councilmember Nichols – Stated and that's pretty much in the RPZ, correct?

Justin Carney, 473 Wellington Place Blvd, Tyler, Texas - Stated, yes, sir. Over 80% of that is in the RPZ. I also would note that, that the don't quote me on the exact number, but the Airport elevation Steve, what's the Airport elevation? Five forty-four. I'm in the 400 hundred. I'm like four ninety, elevation. So, I really have no issue with the height. I'm not here today to talk about heights. It's just, you know, everything that's there already is retroactively able to stay. It kind of sets a precedent. I've been sitting on this land, with the hopes of doing something once the neighborhood is completed. It's a two-fifty-house development. I mean, the opportunity is unknown. I don't know what we were gonna do with that land, but I don't know what we'll do. And the I don't know factor is why I'm asking for this to be tabled.

Nancy Wright, 3100 New Copeland Rd, Tyler, Tx – Stated that she has helped Doctor Carney and Justin Carney since 2007, sell houses in that neighborhood. Very successful building in the neighborhood on the West Side of town. They have a great HOA, and the part of the land that's going to be there is some confusion about what Justin showed me that he got and what was said today, is that the only thing he can use that land for is to run cattle, or to make it a parking lot. And then today, there was some suggestion that maybe he could build on it. So, just those two different meetings, there's some confusion. The biggest thing is that when Doctor Carney bought this land, the front land on 64 was designed to be commercial, whether it's a vet or an eye doctor or a strip center that would compliment, you know, the subdivision. And that's been their goal. And as a real estate broker who has probably sold over 50 houses in that neighborhood. I think that the last thing they were gonna do when the development were gonna do, when the development was so far, is to actually build a strip center for a hairdresser, a barber shop, hopefully not a smoke center, but anyway. But I just think that for them to have to give up that five acres that they have right on 64, without it being some kind of compensation for the fact that they've been waiting, you know, to build that out and to make money off of it, would be sad. And I would like to I don't know if that's the right, but I would like to ask if y'all would just table it for thirty days so we could get some more facts and information and figure out which part of the planning and zoning and what part was said today is factual and actual. And that's all I'd like to say.

Edward Broussard, City Manager – Stated that he thinks part of the confusion lies upon in, in the ordinance on page 14 of how perhaps it was read. So, the

height permit required states that except as specifically provided in a, b, or c and c below, no material change should be made in the use of the land, no structure shall be erected or otherwise established, and no tree should be planted in any zone hereby created unless a height permit, therefore shall have been applied for and granted. So, when they say, well, we can't build anything in here unless you apply for the height permit, that is correct. But the height permit, as far as application, the application for height permit within a height hazard zone shall be presented to the Airport Manager or designee and may include, but not limited to, a site plan drawn to scale showing the proposed GPS coordinates of higher highest point above ground, site elevation, final structure or object height and dimensions, total structure elevation, and all existing structures. Additional information to assist in determining compliance within this division with this division may be required. So that's ultimately, with the plat and the application will have to go to the FAA and to the Airport Manager, is what is being required. So, in the statement of, as Mrs. Wright was kind of saying, well, we were told that you couldn't build anything. You can't build anything unless you get an application for, for the variance.

Councilmember Hawkins- Stated, but as of right now, they could?

Edward Broussard, City Manager – Stated as of right now, the FAA could shut them down.

Councilmember Hawkins -Stated, no. I mean, we...okay. Well, I'm thinking about the, the commercial side.

Mayor Warren -Asked, so, if they tried to build a vet office building right now in that right hash mark by Duke Street on 64. Could the FAA shut them down now?

Edward Broussard, City Manager -Stated that the FAA could shut them down. FAA could shut down anything, including our own Airport.

Councilmember Hawkins: Stated, but that's if they don't meet the requirements and if they didn't get permission, correct? They didn't go through the process.

Edward Broussard, City Manager – Stated, yes, if they go through the process for the FAA submitting for the FAA's 7461 application determination and getting the determination through that, then that gives Steve the right to be able to give consideration for their review of these. And if it meets the requirements as posted in the ordinance, then he can move forward with approval.

Nanci Wright, 3100 New Copeland Rd – Stated there is a document out there that states that the only thing that can be built there or how that land can be used is to raise cows or put a parking lot in, nothing about building one-story, two-story, any story, a bed, a strip center, anything. It does say that.

Mayor Warren – Stated and with that said, I think you don't have to get approval for that. Right. That's what you can do without the approval, but if you get the other approval for the vet or whatever.

Edward Broussard, City Manager -Stated, and then also the big concern is, Kyle just reminds me of the liability that we as a City have in relationship to the Airport because the FAA would probably first shut down the Airport, or limit operations before doing anything to shut down their further construction.

Charles Reed, 11911 CR 1168, Tyler, Tx. – Stated that his property is just Northeast, of Carney's property there off of 22, and we have a RV park there. The front part of it is about five acres that is in this RPZ zone that we're talking about. And, Mister Mayor, just like you, I'm very confused exactly about what we can and cannot do in that property. And therefore, I'm agreeing with Carney that we'd like to have this tabled for thirty days so that we can further investigate and understand. I understand we would be required to get an approval from the FAA, but what's the chance that exactly what would be approved if they say, we need to know what we can and cannot do. Otherwise, we would greatly appreciate it if the City would be willing to buy an easement or pay us for what the investment we've had in the property and then paying taxes on for years and years maintaining for many years. We feel like we should get some compensation for this if it's in to benefit the City in the ability to be able to have FAA continue to pay for the Airport maintenance and operation.

Hilario Perez, 13374 CR 4134, Tyler, Tx – Stated that he feels a bit more confident today than he did last time. Just because of the clarification, you know, we always want more answers than all the questions that we probably have. For us, most of my land, my four acres is covered, you know, within the RPZ. My home, about 90% of my acreage, like I said, four acres. I think for the most part, I know everybody said that it's retroactive, it's non-retroactive, so I don't have to worry about how I live now and anything else, and probably further development, I guess I wouldn't be able to build a home there since the restrictions are either non-residential, it's all agricultural. For me, at this, my biggest concern is in the future, if the event of my home burning down or being destroyed by a storm, would I be allowed to rebuild on those four acres? Would I have to ask for permission from the City or the Airport, the FAA? I guess that would be the biggest clarification I would want. Because I would hope to stay there for many years to come. Or, you know, it'd be better for just me to vacate at some point in the future and not have to worry about any of that, but that's my biggest question.

Councilmember Nichols -Asked where's your acreage in relationship to the RPZ?

Elario Perez, 13374 CR 4134, Tyler, Tx - Stated, so, within the RPZ, we're on County Road 4134 at the end, right next to that RV park. And like I said, 90% of our four acres is covered within that RPZ. So, my biggest concern, like if my

home were to be destroyed, would I have to ask for permission? I imagine I would. And would I be allowed to even rebuild? Because that's our residential, it's our home. So, for now, I guess it's okay. But in the event of something were to be catastrophic and destroy my home, would I be allowed to rebuild? Or would I have to jump through hoops in order to do so?

Edward Broussard, City Manager -Stated so, in relation to that question, yes, the Ordinance states in regards to nonconforming uses, abandoned or destroyed, that if more than 60% of the property was damaged or destroyed, you would have to go through the variance process, for a reconstruction.

Mayor Warren -Stated, which is the Airport Manager and the FAA?

Edward Broussard, City Manager -Stated, correct. Okay.

Mayor Warren -Stated if you table this for thirty days, you're in essence kicking the can down the road. And I understand all the concerns. If we don't do something, whether it's now or in thirty days, we could lose our grant funding for future airport improvements. And we're talking hundreds of millions of dollars over the course of the next ten years or whatever. So, if we want more jet service, if we want more use out of our Airport, if we want a hotel, it doesn't matter if we kick it down the road thirty days or sixty days or ninety days. We gotta do something. And I totally agree with the homeowners, the landowners being knowledgeable about what else is going on. And I think what's occurred has helped, but there's still that unknown of if my house burns down, can I rebuild? If I've got four and a half acres east of Duke Street can I build? And from what I'm hearing is, yes, if you go through the Airport Manager and the FAA. But if you build on that now, the FAA could shut you down no matter if we pass this ordinance or not. So, if you try to build on that four acres now, you're already from the FAA standpoint, you're already putting a structure in the line of a runway. So, you know, we can kick it down the road or we can take action.

Councilmember Hawkins- Stated that she would like to make a motion to table O-1 just because of the opacity. There's discrepancies in what this said, what that said, just so myself can review it.

Mayor Warren- Stated, alright. I got a motion to table it for thirty days. Do I have a second?

Councilmember Marsh – Stated, I second.

Mayor Warren – Stated, alright. We've got a second. Any further discussion?

Councilmember Nichols -Stated that if it were approved today, you'd actually have a codified path to put your construction in place. The Mayor made a great point that if you do something now without that code in place and the structure

in place, this legal structure in place, it could be overruled by the Fed. So, I think the codification of this, just like the Mayor said, is gonna happen. It'd be a good thing. It would provide you peace of mind that you had a process to do it. That's it.

Motion by Councilmember Hawkins to table the item for 30 days; seconded by Councilmember Marsh; motion carried 2 - 5 & motion failed.

Motion by Councilmember Curtis to approve item O-1; seconded by Mayor Pro Tem Nichols; motion carried 5 - 2 & approved as presented.

- O-2** Request that the City Council consider adopting an Ordinance amending Tyler City Code Chapter 2 to re-adopt current guidelines and criteria for tax abatement. **(O-2025-24)**

Kyle Kingma, Planning Director -Stated that this is a request that the city council consider adopting an ordinance to readopt the current guidelines and criteria for tax abatement. This is something that the State requires that cities do every two years. And so, the proposal here today is to readopt the current guidelines for any criteria for tax abatement, with no changes.

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

- O-3** Request that the City Council consider adopting an Ordinance amending Tyler City Code Chapter 6 by amending the 2021 Editions of the International Building Code, International Mechanical Code, International Fire Code and International Residential Code by updating and amending the provisions related to refrigerants and heating and cooling equipment, including flammable gas, occupancy and storage requirements, household and electrical appliances and boilers and water heaters. **(O-2025-25)**

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

MISCELLANEOUS

- M-1** Request that the City Council consider authorizing the City Manager to execute a Capital Improvements Project contract in the amount of \$12,624,779 with Taknek, LLC for the Lake Tyler Raw Water Pump Station Improvements Bid No. 25-020, and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt. **(R-2025-33)**

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

- M-2** Request that the City Council consider authorizing the City Manager to execute a Capital Improvements Project contract in the amount of \$2,127,942.50 with A.E

Shull and Company for the Hwy 271 to FM 14 & N. Broadway 12" Water Line Extension Bid No. 25-031, and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt. **(R-2025-34)**

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

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

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

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

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

CONSENT

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

- C-A-1** Request that the City Council consider adoption of a Resolution authorizing the City Manager to execute the application for and acceptance of Federal Transit Administration (FTA) Grant Funds under the Section 5307 Fiscal Year 2021 in the amount of \$1,887,323, to assist with the Transit Department's operating cost. This Resolution also accepts any grant amendments and funds to increase the grant funding levels and reduce the local match requirements. **(R-2025-35)**

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

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

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

- C-A-5** Request that the City Council consider authorizing the City Manager to approve the accident repair of Transit unit 21967, a 2021 Gillig Bus in the amount of \$136,395.62.

- C-A-6** Request that the City Council consider authorizing the City Manager to sign an agreement allowing Tyler Junior College to partner with Tyler Public Library, which would allow work-study students to complete working hours at the Tyler Public Library.
- C-A-7** Request that the City Council consider authorizing the City Manager to execute a Capital Improvement Project (CIP) construction contract with Hartbeat Construction for the 2025 Stormwater Repair project in the amount of \$711,200.00, Bid No. 25-022.
- C-A-8** Request that the City Council consider authorizing the City Manager to execute a contract with Crown Civil Construction Corp. for the construction of the 2025 Brick Streets Repair Project in the amount of \$1,315,800.00.
- C-A-9** Request that the City Council consider authorizing the City Manager to execute Amendment #1, an increase to the existing Work Order #3 with HDR Engineering, Inc., for the design of the 2024 Railroad Crossing Improvements for downstream stormwater drainage design totaling \$55,174.00.
- C-A-10** Request that the City Council consider authorizing the City Manager to execute Work Order No. 2 for Engineering Services for the TWU Consent Decree Brick Removal project with Halff Associates, Inc., in the amount of \$60,000.00.
- C-A-11** Request that the City Council consider authorizing the City Manager to execute an Agreement for Access across City-owned property at Lake Tyler to Ricky Fulps.

Motion by Councilmember Hene to approve the consent items as presented; seconded by Mayor Pro Tem Nichols; motion carried 7 - 0 & approved as presented.

CITY MANAGER'S REPORT

1. The Engineering Department and Halff held the open house for the Shiloh Road improvement projects on Thursday, May 15, at the UT Tyler Alumni Center. It was a great setting and the total of 25 citizens showed up to learn more about the project and provide feedback. The comments and feedback will be summarized, including the final report of this project, along with recommendations on how to move forward.
2. The Parks Department was notified that the Texas Parks and Wildlife Commission will fund the recreational trails grant for the Trail at Windsor Grove Nature Park in the amount of \$300,000, so more details about this project will be provided in the near future.
3. We had a great, as far as ribbon cutting for, as we named one of our baseball fields after Reverend Ralph Caraway Sr, noted Councilmember, current County Commissioner, and just incredible icon of Tyler. Had a great showing for that, especially once the Council was able to join, in honoring, Reverend Caraway.
4. Summer has officially started, Fun Forest Pool had its opening day this past Saturday. And so it is, seeing a great number of people coming out and we're enjoying that.
5. And our gratitude towards Mayor Warren for the State of the City addresses last week, he did an incredible job of presenting all the different improvements, the things that we've been able to do, the things that we're working on, and the things to come, for the community. And so, we appreciate the Mayor, as well as our Communications team, for the incredible work that they do in putting that on, and making sure that it is the showcase that it is.

Councilmember Hawkins, - Stated that both Ed and the Mayor did a great job at the State of the City.

ADJOURNMENT

Motion by Mayor Pro Tem Nichols to adjourn the meeting at 10:48 a.m; seconded by Councilmember Marsh; motion carried 7 - 0 & meeting adjourned.

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

A T T E S T:

CASSANDRA BRAGER, CITY CLERK



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. R-1

Date: July 9, 2025

Subject: Request that the Tyler City Council consider adoption of a Resolution expressing support for the submission of an Intent to Bid to host the Texas Amateur Athletic Federation (TAAF) Summer Games of Texas 2029-2030 by Visit Tyler, SPORTyler, the City of Whitehouse, Whitehouse Independent School District (WISD) and Whitehouse-Tyler Metro Track Organization.

Item Reference:

Visit Tyler and SPORTyler are seeking permission and approval to collaborate with the City of Whitehouse, Whitehouse ISD, and Whitehouse-Tyler Metro Track Organization to submit an Intent to Bid for the Games of Texas 2029-30. The Games of Texas are a series of amateur Olympic-style events held each summer in Texas. It is organized by the Texas Amateur Athletic Federation (TAAF) and provides athletes with the opportunity to compete in various sports. The Summer Games of Texas feature over 20,000 athletes and attracts even more spectators over a period of 4 days each year.

Visit Tyler/SPORTyler, City of Whitehouse, and Whitehouse -Tyler Metro Track Organization will be the hosting entities for the Games and will be sharing the bid cost. Visit Tyler's involvement is crucial for the success of this initiative and would like to offer its expertise in the following areas:

Marketing and Promotion: Leveraging its strong marketing capabilities to promote the Games and attract participants and spectators.

Event Planning and Coordination: Utilizing its experience in event planning to help organize and streamline the various activities associated with the Games.

Community Engagement: Engaging with the local community to build excitement and support for the Tourism Development: Enhancing the appeal of Tyler as a destination for thousands of athletes and visitors attending the Games.

This initial phase is to get approval to move forward on the bid process. If granted this consent, the Texas Amateur Athletic Federation committee and Visit Tyler and SPORTyler will determine which sports will participate in the first year (2029) and the committee will begin to look at venues to host the individual sports to see which cities can accommodate the events.

If it is determined Tyler along with Whitehouse can accommodate the Games of Texas, a formal bid will be made.

Visit Tyler/Sport Tyler is confident that with combined efforts, the entities can ensure that the Games of Texas 2029-2030 are a memorable and successful event for all involved. We look forward to discussing this collaboration further and receiving your approval to proceed.

RECOMMENDATION:

It is recommended that the City Council adopt a Resolution supporting an intent to bid for the Games of Texas 2029-30.

Attachments:

[Resolution of Commitment_legaledits_ab.sk.final_07.02.25.docx](#)

Drafted/Recommended By:

Department Leader

Stephanie Franklin, Deputy City Manager

Edited/Submitted By:

City Manager

RESOLUTION NO. R-2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, EXPRESSING SUPPORT FOR THE SUBMISSION OF AN INTENT TO BID TO HOST THE TEXAS AMATEUR ATHLETIC FEDERATION (TAAF) SUMMER GAMES OF TEXAS 2029-2030 BY VISIT TYLER, SPORTYLER, THE CITY OF WHITEHOUSE, WHITEHOUSE ISD, AND THE WHITEHOUSE-TYLER METRO TRACK ORGANIZATION; CONSENTING TO PARTICIPATE IN THE INITIAL BID PLANNING PROCESS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Amateur Athletic Foundation (TAAF) is a statewide organization dedicated to the promotion and administration of amateur athletics through organized competition and community involvement; and

WHEREAS, the Summer Games of Texas, TAAF's premier annual amateur Olympic-style event, is held across the state, showcasing youth athletes in over 15 competitive sports and attracting more than 20,000 participants and even more spectators over a four-day period each summer; and

WHEREAS, Visit Tyler and SPORTyler, in collaboration with the City of Whitehouse, Whitehouse ISD, and the Whitehouse-Tyler Metro Track Organization, are seeking approval to submit an Intent to Bid to host the 2029-2030 TAAF Summer Games of Texas ; and

WHEREAS, this initial phase of the bid process seeks approval to begin formal collaboration with TAAF to evaluate event feasibility, including identifying participating sports and assessing venue availability and capacity in the area; and

WHEREAS, the proposed effort represents a strong regional partnership and would bring significant social, cultural, and economic benefits to East Texas through tourism, local business engagement, youth athletic development and community pride; and

WHEREAS, the City of Tyler and the City of Tyler Parks and Recreation Department (PARD) acknowledge and understand the criteria and requirements outlined in the TAAF site selection guidelines for hosting the Summer Games of Texas , support this collaborative initiative, and recognize that partnership with local institutions and organizations is essential to the success of the bid and the event..

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

PART 1: That the City of Tyler hereby formally expresses its support for the submission of an Intent to Bid for the 2029-2030 Texas Amateur Athletic Federation (TAAF) Summer Games of Texas by Visit Tyler, SPORTyler, the City of Whitehouse, Whitehouse ISD, and the Whitehouse-Tyler Metro Track Organization.

PART 2: That the City further supports the regional collaboration to bring the Games of Texas to East Texas and acknowledges the potential community-wide benefits of hosting such a prestigious athletic event, and is committed to complying with the criteria and requirements specified in the site selection criteria identified in the bid, should the bid be awarded.

PART 3: That the City Manager or designee is authorized to coordinate with Visit Tyler and SPORTyler and other appropriate parties to participate in the initial bid planning process, including discussions related to sport selection and venue evaluation.

PART 4: That nothing in this Resolution shall be construed as a binding commitment by the City to provide specific facilities, services, or funding at this stage of the bid process.

PART 5: That This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by majority vote of all members of the City of Tyler City Council of the City of Tyler on the _____ day of _____, A. D., 2025.

DONALD P. WARREN, MAYOR
CITY OF TYLER, TEXAS

ATTEST:

CASSANDRA BRAGER, CITY CLERK

DEBORAH G. PULLUM, CITY ATTORNEY



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. R-2

Date: July 9, 2025

Subject: Request that the City Council consider adoption of a Resolution authorizing the filing of an application with the Texas Parks and Wildlife Department (TPWD) for a Local Parks Grant for Golden Road Park and authorizing the City Manager to take all actions needed to receive and expend grant funds.

Item Reference:

The Local Park Grant Program of the Texas Parks and Wildlife Department (TPWD) consists of five individual programs that assist local units of government with the acquisition and/or development of public recreation areas and facilities throughout the State of Texas. The Program provides 50 percent matching grants on a reimbursement basis to eligible applicants. All grant-assisted sites must be dedicated as parkland in perpetuity, properly maintained and open to the public.

If approved by the City Council, the City's Parks and Recreation Department would apply for \$750,000 in grant funds. The funding would be used for the development and renovation of Golden Road Park.

To apply for this funding, a resolution authorizing the application must be approved by the governing body of the applicant according to the grant application criteria.

RECOMMENDATION:

Request that the City Council consider adoption of a Resolution authorizing the filing of an application with the Texas Parks and Wildlife Department (TPWD) for a Local Parks Grant for Golden Road Park and authorizing the City Manager to take all actions needed to receive and expend grant funds.

Attachments:

[Parks_Resolution_-_Golden Road Park](#)

Drafted/Recommended By:

Department Leader Leanne Robinette, Director of Parks and Recreation

Edited/Submitted By:

City Manager

RESOLUTION NO. R-2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, ALSO REFERRED TO AS “APPLICANT”, AUTHORIZING SUBMISSION OF AN APPLICATION FOR TEXAS PARKS AND WILDLIFE LOCAL PARK GRANT PROGRAM FUNDS TO BE USED FOR DIRECT COSTS FOR LOCAL PARK PROGRAMS; DESIGNATING THE CITY MANAGER OR DESIGNEE AS BEING RESPONSIBLE FOR, ACTING FOR, AND ON BEHALF OF THE APPLICANT IN DEALING WITH THE TEXAS PARKS AND WILDLIFE DEPARTMENT, ALSO REFERRED TO “DEPARTMENT”, FOR THE PURPOSE OF PARTICIPATING IN THE LOCAL PARK GRANT PROGRAM; AUTHORIZING THE CITY MANAGER TO ACCEPT GRANT FUNDS AND ANY INCREASES IN FUNDING LEVELS, AND TO TAKE ALL NECESSARY ACTIONS TO OBTAIN AND USE THE GRANT FUNDS; CERTIFYING THAT THE APPLICANT’S MATCHING SHARE IS READILY AVAILABLE AND APPROVING THE CITY’S LOCAL MATCH; DEDICATING THE PROPOSED SITE FOR PERMANENT (OR FOR THE TERM OF THE LEASE FOR LEASED PROPERTY) FOR PUBLIC PARK AND RECREATIONAL USES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, it is the intent of the City Council to promote the public welfare; and

WHEREAS, the Texas Parks and Wildlife Department (“Department”) has made available and offered state financial aid monies for proposed funding to be used for direct program costs for local parks programs; and

WHEREAS, the City of Tyler Parks and Recreation Department wishes to participate in the aforementioned state financial aid grant; and

WHEREAS, the City of Tyler (“City”) is fully eligible to receive assistance under the Local Park Grant Program (“Program”); and

WHEREAS, the City is desirous of authorizing an official or represent and act for the City in dealing with the Department concerning the Program; and

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

WHEREAS, the City of Tyler Parks and Recreation Department will be applying for approximately \$750,000.00 to allow for enhancements to Golden Road Park; and

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

PART 1: That the City hereby certifies that it is eligible to received assistance under the Program, and that notice of the application has been posted according to local public hearing requirements.

PART 2: That the City certifies that the matching share for this application is readily available at this time. The City’s match in the amount of \$750,000.00 is hereby approved.

PART 3: That the City hereby certifies and directs the City Manager or designee to act for the City in dealing with the Department for the purposes of the program, and that the City Manager or designee is hereby officially designated as the representative in this regard.

PART 4: That the City hereby specifically authorizes the City Manager or designee to make application to the Department concerning the site to be known as Golden Road Park in the City of Tyler or use as park site and is hereby dedicated (or will be dedicated upon completion of the proposed acquisition) for public park and recreation purposes in perpetuity (or for the lease term, if legal control is through a lease). Projects with federal monies may have differing requirements.

PART 5: That the City Council hereby resolves and affirms to the Texas Parks and Wildlife Department the City of Tyler's intent to comply with all of the assurances set forth in the grant agreement and all laws and regulations incorporated by reference in the grant agreement.

PART 6: That the City Manager or designee is hereby authorized and directed to accept the grant for the described Program and public purposes, as well any grant amendments to increase the funding levels.

PART 7: That the City Manager or designee is hereby authorize and directed to execute any documents and take all actions necessary in order to accept and use the grant to fulfill the public purposes described above.

PART 8: That the City Manager or designee is hereby authorized and directed to provide such additional information as may be required by the Texas Parks and Wildlife Department.

PART 9: That this Resolution shall take effect immediately upon its adoption by the City Council.

PASSED AND APPROVED this ____ day of July, A. D. 2025.

DON WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

ATTEST:

APPROVED:

CASSANDRA BRAGER, CITY CLERK

DEBORAH G. PULLUM,
CITY ATTORNEY



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. O-1

Date: July 9, 2025

Subject: Request that the City Council consider adoption of Ordinances amending and updating fees and other applicable adjustments to Tyler City Code Chapter 8 relating to Fun Forest Pool, Athletic Tournaments, Glass Recreation Center, and the Tyler Senior Center.

Item Reference: Tyler City Code Chapter 8

The admission at Fun Forest Pool has been \$1 for Residents and \$2 for Non-Residents since Summer 2021. The increase will take Residents to \$2, while Non-Residents will increase to \$5 over the next two years. A pool pass is being implemented as an incentive and easier way for patrons to visit Fun Forest Pool. Additional tournament fees are being proposed in an effort to recoup some of the expenses related to preparing fields for tournaments. Due to a limited budget and rising maintenance costs, the need to increase rental and usage fees for the facilities was discussed. The current budget does not support adequate upkeep for the frequently used facilities. Parks Board considered and recommended through a unanimous vote. On May 8, 2025, the Finance, People, and Technology Committee considered and recommended to proceed with the proposed amendments.

RECOMMENDATION:

It is recommended that the City Council adopt the attached ordinances amending and updating fees and other applicable adjustments to Tyler City Code Chapter 8 relating to Fun Forest Pool, Athletic Tournaments Fees and the Tyler Senior Center.

Attachments:

[Sec. 8 Fees revised 2ndDRAFT.ae.06.25](#)

Drafted/Recommended By:

Department Leader

Leanne Robinette, Director of Parks and Recreation

Edited/Submitted By:

City Manager

ORDINANCE NO. O-2025-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AMENDING CHAPTER 8, "PARKS," ARTICLE V., "FEES," OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS, BY ADDING A NEW PROVISION FOR THE IMPLEMENTATION OF RATES AND FEES FOR SEC. 8-70, "SPECIAL USE PERMITS FOR SWIMMING POOL AND SPRAY GROUND FEES"; AMENDING AND ADDING A NEW PROVISION FOR THE IMPLEMENTATION OF RATES AND FEES FOR SEC. 8-74, "ROSE GARDEN CENTER FACILITIES CHARGES"; "ADDING A NEW PROVISION FOR THE IMPLEMENTATION OF RATES AND FEES FOR SEC. 8-77, "SPORTS TOURNAMENT FIELD USAGE FEE"; AMENDING SEC. 8-80, "GLASS RECREATION CENTER FACILITIES CHARGES"; AMENDING SEC. 8-81, "SENIOR CITIZENS' CENTER FACILITIES CHARGES"; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, it is the intent of the City Council to promote the economic development, growth, and quality of life; and

WHEREAS, the Quality of Life Board has considered and recommends the implementation of the below-described rates and charges for Fun Forest Pool fees, Rose Garden Center fees, sports tournament field usage fees, and Senior Center facilities fees; and

WHEREAS, park fees can only be changed by City ordinance; and

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

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

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

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

WHEREAS, Section 1 of the Tyler City Charter states that the City may regulate and control, for whatever purposes, public places; and

WHEREAS, Section 2 of the Tyler City Charter states that the enumeration of particular powers by the Charter shall not be held or deemed to be exclusive, but in addition to the powers enumerated in the Charter, the City shall have, and may exercise all other powers which, under the

constitution and laws of Texas, it would be competent for the Charter specifically to enumerate; and

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

WHEREAS, the City Council finds it necessary to revise and implement the below-described rates and charges for membership fees at the Glass Recreation Center; and

WHEREAS, the City Council finds it necessary to revise and adopt certain City of Tyler recreational fees and procedures to allow fair and equitable access to, and utilization of, the recreational facilities; and

WHEREAS, the City Council finds it necessary to revise and adopt certain fees and procedures for the continued improvement of recreational facilities, programs, and activities for all citizens; and

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

PART 1. That the findings set forth above are incorporated into the body of this ordinance as if fully set forth herein.

PART 2. That Chapter 8 of the Code of Ordinances of the City of Tyler, Texas, “Parks”, is hereby amended by amending Article V, Sec. 8-70 “Special use permits for swimming pool and spray ground,” amending Sec. 8-74 “Rose Garden Center facilities charges,” amending Sec. 8-77 “Sports tournament field usage fee,” amending Sec. 8-80 “Glass Recreation Center facilities charges,” and amending Sec. 8-81 “Senior Citizens’ Center Facilities Charges” to read as follows:

Article V. Fees

Sec. 8-70. Special use permits for swimming pool and spray ground.

a. ~~Fun Forest and Woldert Park Pools may be rented for a fee of one hundred dollars (\$100.00) per weekend for swim meets. Special use permits may be obtained for a fee of fifty dollars (\$50.00) to reserve a pool for swimming practice for a specific period of time.~~

The rates and charges for the use of Fun Forest Pool facilities are as provided in this section. All such rates and charges shall be paid in advance. The rates shall be determined in accordance with the following:

Rental Area/Item	Price per hour	Deposit (refundable)	Number of people	Available Times
Picnic Table	\$25	N/A	Seats 4-8	During Open Swim
Pavilion	\$75	N/A	Seats 24-48	During Open Swim

For each additional 10 people, an extra \$25/hour will be added for extra staffing.				
Splash Pad	\$100	\$100	40	Outside of Open Swim and Lap Swim hours
Splash Pad and Pool	\$200	\$150	60	Outside of Open Swim and Lap Swim hours
For each additional 10 people, an extra \$25/hour will be added for extra staffing.				
All rentals require a 2-hour minimum and 50% of the rental amount down in order hold the date. The remaining balance must be paid 10 days prior to the event.				
All rentals include appropriate number of staff/lifeguards, access to restrooms.				

(Ord. No. 0-2023-85; 9/13/23)

b. Special use permits may be obtained for a fee of fifty dollars (\$50.00) to reserve, for a specific period of time, any park spray ground or the Dolphin Fountain at Bergfeld Park. (Ord. No. O-96-53, 6-26-96) (Ord. No. O-2007-80, 7/11/07) (Ord. 0-2009-103, 9/23/09) (Ord. 0-2020-70; 7/22/20)(Ord. No. 0-2023-85;9/13/23)

c. Fun Forest Pool Admission Fees for Open Swim ~~and Lap Swim.~~

1. \$1 per session for City of Tyler Residents.

\$1 per session – Year One – Beginning May 1, 2026

\$2 per session – Year Two – Beginning May 1, 2027

2. \$2 per session for Non-City of Tyler Residents.

\$3 per session – Year One – Beginning May 1, 2026

\$5 per session – Year Two – Beginning May 1, 2027

d. Fun Forest Family Pool Pass allows a total of sixty visits per pass for up to 4 family members. Each additional family member is \$5.00.

1. Resident Family Pass - \$60.00

Non-Resident Family Pass - \$70.00

2. Resident Family Pass with Glass Recreation Center Membership - \$20.00

Non-Resident Family Pass with Glass Recreation Center Membership - \$30.00

Sec. 8-77. Sports tournament field usage fee.

The rates and charges for the usage of Sports field for tournaments are as provided in this section. All such rates and charges shall be paid in advance. The rates shall be determined in accordance with the following:

a. Field Usage Fee-A fee of one hundred twenty-five dollars (\$125.00) per field shall be charged as a field usage fee for sports tournaments, in addition to the fifty dollars (\$50.00) special event permit fee described in section 8-76 above.

b. Permits must be completed at least 10 business days prior to the event or an additional fee of one hundred dollars (\$100.00) will be charged.

c. Tournaments- Are required to have paid Parks staff at the expense of PERMITTEE, at a rate of thirty-five dollars (\$35.00) per hour, per employee. (Ord. No. O-96-53, 6-26-96) (Ord. 0-2009-103, 9/23/09) (Ord. No. 0-2015-78; 7/22/15) (Ord. No. 0-2018-69; 9/12/18)(Ord. No. 0-2023-85;9/13/23)

d. Additional Tournament Fees – Additional fees for any field preparation occurring after the initial preparation will be as follows per field;

Drying agent/ bag: \$29.00

Field marking chalk/bag: \$10.00

Field marking paint/gallon: \$15.00

Game prep/field: \$25.00

e. Deposit - A \$150.00 deposit per field is due when the rental agreement is executed to hold a reservation unless other conditions are agreed upon with the City. Should the user choose to cancel the event, the deposit will be refunded per the following schedule:

Five (5) months or more prior to the event: 100% refund

Three (3) months or more before the event: 50% refund

Less than three (3) months before the event: No Refund

Sec. 8-80. Glass Recreation Center facilities charges.

The rates and charges for the use of the Glass Recreation Center facilities are as provided in this section. All such rates and charges shall be paid in advance. The rates shall be determined in accordance with the following:

<u>Proposed Park Facility Rental Rates for Glass Recreation Center:</u>					
Room	Current Rate				
<i>Multi-Purpose Room</i>					
Half Room-Up to 100 people	\$40/hr; 2hr min; \$25 each add. hour				

Full Room-Up to 200 people	\$60/hr; 2hr min; \$35 each add. hour				
Gym					
Full Court	\$60/hr; 2hr min minimum				
~~Half Court~~	~~\$35/hr; 2hr min minimum~~				
Arts & Crafts	\$30/hr; 2 hr min minimum				
Equipment Damage Deposit	\$50				
After Hours Rate	Any rentals after 10 p.m. will be charged \$10 for each additional hour				
TV/DVD	\$35/Event				
PA System/Podium	\$35/Event				
Ice Machine	\$25/Event				
Damage Deposit	\$150 to \$500				
Catering Fee	\$50/Event				
Pavilion	\$50 per day				
	\$50 Special use permit (Ord. No. 0-2013-90; 9/25/13) (Ord.No.0-2023-85;9/13/23)				
Damage Deposit	\$100 (Ord. No. 0-2023-85;9/13/23)				
Amphitheater	\$50 per day (Ord.No. 0-2023-85;9/13/23)				
Special use permit (Ord. No. 0-2023-90;9/25/13)	\$50				
Damage Deposit	\$100 (Ord. No. 0-2023-85;9/13/23)				
Outside Basketball Court	~~\$50/Day/Court~~				
Full Court	~~\$60~~ <u>\$50</u> /hr; 2hr minimum				

~~Half Court~~	~~\$35/hr- 2hr minimum~~				
Special use permit (Ord. No. 0-2013-90; 9/25/13)	\$50 (Ord. No. 0-2023-85; 9/13/23)				
Damage Deposit	\$100 (Ord. No. 0-2023-85; 9/13/23)				
Membership Fees	June 1, 2024	June 1, 2025	June 1, 2026	June 1, 2027	June 1, 2028
Adult	\$35.00/person per year	\$40.00/person per year	\$45.00/person per year	\$50.00/person per year	\$55.00/person per year
Adult (Non-Resident)	\$45.00/person per year	\$50.00/person per year	\$55.00/person per year	\$60.00/person per year	\$65.00/person per year
Youth	\$15.00/person	\$20.00/person	\$20.00/person	\$20.00/person	
Day pass	\$7.00/person	\$8.00/person	\$9.00/person	\$10.00/person	
Recreation Classes	In order to take recreation classes at the Glass Center, a citizen must be a member of the Glass Recreation Center or purchase a day pass				
After School Program	\$20 per child per month				
Summer Day Camp at the Glass	\$200 per child per summer				

(Ord. 0-2005-78, 9/28/05) (Ord. No. 0-2013-90; 9/25/13) (~~Ord. No. 0-2017-__~~; 9/13/17) (~~Ord. No. 0-2019-80; 9/25/19~~)(Ord. No. 0-2023-85; 9/13/23)

~~Sec. 8-81. Senior Citizen's Center~~ Tyler Senior Center's Facilities Charges

The rates and charges for the use of the ~~Senior Citizen's Center~~ Tyler Senior Center's facilities are as provided in this section. All such rates and charges shall be paid in advance. The rates shall be determined in accordance with the following:

~~Senior Citizen's Center~~ Tyler Senior Center (Rentals on Saturdays only. Facility hours are from 8:00 a.m. to 10:00 p.m.)

~~Senior Citizen's Center~~ <u>Tyler Senior Center</u>		
	Regular Rate	Add. Hour
Building	\$120 for first 4 hours with minimum of 4 hours	\$30 per hour
2025	<u>Senior Discount \$205 for first 4 hours with minimum of 4 hours</u>	<u>\$30 per hour</u>

	<u>Public Rate \$265 for first 4 hours with minimum of 4 hours</u>	<u>\$40 per hour</u>
2026	<u>Senior Discount \$205 for first 4 hours with minimum of 4 hours</u> <u>Public Rate \$290 for first 4 hours with minimum of 4 hours</u>	<u>\$30 per hour</u> <u>\$40 per hour</u>
2027	<u>Senior Discount \$205 for first 4 hours with minimum of 4 hours</u> <u>Public Rate \$315 for first 4 hours with minimum of 4 hours</u>	<u>\$30 per hour</u> <u>\$40 per hour</u>
2028	<u>Senior Discount \$205 for first 4 hours with minimum of 4 hours</u> <u>Public Rate \$340 for first 4 hours with minimum of 4 hours</u>	<u>\$30 per hour</u> <u>\$40 per hour</u>
Damage Deposit	\$150	

(Ord. 0-2005-78, 9/28/05) (Ord. 0-2009-103, 9/23/09) (Ord. No. 0-2019-80; 9/25/19) (Ord. No. 0-2020-63; 7/8/20)

Sec. 8-74. Rose Garden Center facilities charges.

- a. The rates and charges for the use of the Rose Garden Center facilities are as provided in this section. All such rates and charges shall be paid in advance. The rates shall be determined in accordance with the following:

(0-2005-78, 9-28-05) (0-2006-79; 9-13-2006) (0-2007-50; 5/9/07) (Ord. No. 0-2018-69; 9/12/18)(Ord. No. 0-2022-87; 09/14/22)

Non-Profit - An organization or entity formed for the purpose of serving a purpose of public or mutual benefit other than the pursuit or accumulation of profits, i.e., 501(c)(3)s, schools, religious organizations, governmental organizations, etc. Proof of non-profit status is required. All other entities will be charged for profit rates.

Rentals prices will include tables and chairs from 8 a.m. – Midnight based on availability.

Rose Garden Center <u>Daily</u> Rental <u>Rates</u> Per Day	Regular Rates	Non-Profit Rates (10% off)
Entire Facility	~~\$1,500~~ <u>\$1,750</u>	~~\$1,350~~ <u>\$1,575</u>
Bluebonnet AND Camellia	~~\$1,100~~ <u>\$1,200</u>	~~\$990~~ <u>\$1,080</u>
Bluebonnet OR Camellia Room	~~\$650~~ <u>\$700</u>	~~\$585~~ <u>\$630</u>
Rose Room	~~\$400~~ <u>\$500</u>	~~\$360~~ <u>\$450</u>
Women's Lounge	~~\$50~~ <u>\$75</u>	~~\$45~~ <u>\$67.50</u>
Azalea Room	\$50	\$45
Atrium	~~\$150~~ <u>\$200</u>	~~\$135~~ <u>\$180</u>
Exhibit Area	~~\$150~~ <u>\$200</u>	~~\$135~~ <u>\$180</u>
Patio	~~\$150~~ <u>\$200</u>	~~\$135~~ <u>\$180</u>
Rose Garden (Wagon Wheel Fountain, Meditation Garden, <u>IDEA Garden</u> , or Heritage Garden)	~~\$350~~ <u>\$400</u>	~~\$315~~ <u>\$360</u>
Queen's Court	~~\$400~~ <u>\$500</u>	~~\$360~~ <u>\$450</u>
Bag of Ice	City Cost	City Cost
Garden Chairs	\$1 each	\$.90 each

Stages (8x4)	\$20 each	\$18 each
Damage Deposit <u>(variable, refundable)</u>	~~\$150~~ <u>\$500</u> - \$500 <u>\$2000</u>	~~\$150~~ <u>\$500</u> - \$500 <u>\$2000</u>
<u>Building Maintenance Fee (if alcohol is being served)</u>	~~\$250~~ <u>\$100-\$500</u>	~~\$250~~ <u>\$100-\$500</u>
<u>Additional Set Up / Reset Fee</u>	<u>\$50-\$500</u> <u>per reset</u>	<u>\$50-\$500</u> <u>per reset</u>
<u>Additional Hours</u>	~~\$75~~ <u>\$200</u> /hour	~~\$60~~ <u>\$180</u> /hour
<u>Storage Fee</u>	<u>\$100-\$1,000/day</u>	<u>\$100-\$1,000/day</u>
<u>Catering Fee</u>	<u>10% of total invoice</u>	<u>10% of total invoice</u>
<u>Food Truck/Trailer Permit</u>	<u>\$50</u>	<u>\$50</u>

b. Additional Fees may be applied to rental contracts if applicable. These fees will be discussed and reviewed on a case-by-case basis:

1. A building maintenance fee of \$500 will be charged to events serving alcohol

2. Clients must maintain approved layouts during their event and return the facility in the same or better condition. All event items including rentals, décor, food, and trash must be removed by the end of the contract. No items may be stored at the facility outside of contracted hours. The following fees may apply:

a. Clients must submit their event layout for approval at least fourteen (14) days before the event start date. The initial layout setup is included in the rental cost. Any changes or resets during the event may incur a fee of \$50 - \$500 per reset, depending on complexity, staff required, and time needed.

b. A storage fee of \$100 - \$1,000 per day may apply for items left at the facility outside of contracted hours. The fee will depend on the amount, size, and nature of the items and the facility's booking schedule.

c. A cleaning fee of \$100 - \$1,000 may be charged if the facility is left with excessive trash, decorations, or other waste. The fee is based on the severity of the mess and the amount of time required to clean. Any damage to the facility will result in additional charges, as outlined in the contract.

(0-2005-78, 9-28-05) (0-2006-79; 9-13-2006) (0-2007-50; 5/9/07) (Ord. No. 0-2014-86; 9/24/14) (Ord. No. 0-2015-91; 9/22/15) (Ord. No. 0-2018-69; 9/12/18)(Ord. No. 0-2022-87; 09/14/22)

PART 3: That if any provision or any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 4: That this ordinance shall take effect immediately upon its adoption.

PASSED AND APPROVED this the _____ day of July, 2025.

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

A T T E S T :

APPROVED :

CASSANDRA BRAGER, CITY CLERK

DEBORAH G PULLUM, CITY ATTORNEY



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. M-1

Date: July 9, 2025

Subject: Request that the City Council consider authorizing the City Manager to approve the Northeast Texas Regional Materials Recovery Facility (NETX) (RMF) as the successful bidder for Bid 25-071 Curbside Recycle.

Item Reference:

The Tyler Solid Waste Department requested sealed bids from commercial material recovery facilities (MRF) to accept curbside recycle materials collected from residents and businesses by Tyler Solid Waste. NETX was the only vendor to respond to the bid request. The price submitted by NETX is \$75 per ton for the curbside recycle materials. The materials include all the various types of plastic, cardboard, aluminum cans, tin cans, and various paper products.

The Solid Waste staff finds the bid response to be responsive and reasonable based other rates around Texas which can exceed \$100 per ton.

The agreement will be for one-year beginning upon the date of City Council approval. The agreement has a renewal option upon mutual consent to extend for up to five additional one-year terms, if the rate can be maintained or not adjusted more than the effective change in the consumer price index. Either party may terminate this agreement upon a thirty-day written notice.

City of Tyler has had more than a year-long pause on the curbside recycle program due to the structure fire that occurred at Rivers Recycling (previous curbside recycle vendor) located in Kilgore.

Solid Waste plans to resume the curbside recycling program beginning Monday, July 14.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to approve the Northeast Texas Regional Materials Recovery Facility (NETX) (RMF) as the successful bidder for Bid 25-071 Curbside Recycle.

Attachments:

[Bid 25-071 Documents](#)

Drafted/Recommended By:

Department Leader

Leroy Sparrow/ Solid Waste, Transit, VES Director

Edited/Submitted By:
City Manager



Purchasing Department Bid "As Read Results"

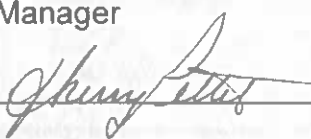
City of Tyler Bid No. / Description / Managing Department: 25-071 Annual Price Agreement for Curbside Recycle, Solid Waste/L. Sparrow

Date Opened: June 24, 2025

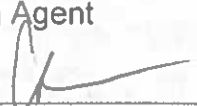
	Vendor	Vendor	Vendor	Vendor	Vendor
	Northeast Texas Regional MRF				
Unit Cost					
Total	75.00 ton				
Bid Bond					
Addenda					
Base Bid					
Alternate 1					
Alternate 2					
Alternate 3					
Alternate 4					
Base Bid + Alternates					

Purchasing Personnel in attendance:

Purchasing Manager

Signature: 

Purchasing Agent

Signature: 

Form #	Work Instruction #	Originating Date	Revision Date	Revision #
PURF003	PURWI001	6/1/2012		



REQUEST FOR PROPOSAL

THIS IS NOT AN ORDER

CITY OF TYLER
Purchasing Department
304 North Border
Tyler, Texas 75702

June 4, 2025
DATE MAILED

Proposal No: 25-071
(Number must appear on ALL correspondence)

Closing Time: 2pm

Closing Date: June 24, 2025

Telephone: (903) 531-1232

Addressed To:

Please quote as per instructions indicated below for the articles described. Proposal must be submitted on City of Tyler forms to be considered. All items or services called for must be in strict accordance with all of the requirements and specifications attached hereto or furnished upon request.

INSTRUCTIONS:

1. Keep duplicate copy of proposal for your files.
2. Federal Excise Taxes are exempted, also Federal Transportation Tax, State Tax, and City Sales Tax.
3. Return this form at once if unable to quote.
4. Specify Trade name or brand in space.

Purchasing Manager

Sealed proposals to furnish the following will be received in the Purchasing Office @ 304 North Border, Tyler, Texas 75702, Attn: Sherry Pettit until Tuesday, June 24, 2025 at 2pm and opened by City Staff in the City Council Chambers @ 212 North Bonner, City Hall, 2nd Floor @ 2pm Tuesday, June 24, 2025.

Annual Price Agreement for Curbside Recycling

PROPOSAL IDENTIFICATION:

Proposal number, closing time, date, and item requested must appear on outside of envelope in lower left-hand corner.

DATA SHEETS:

All responders must complete each specification data sheet in spaces provided on each item that is bid as well as all information requested on the price data sheet. Said price, data and specifications sheet is hereby made a part of this proposal.

DELIVERY:

Delivery must be stated in your proposal on the data sheet as the number of calendar days from date of order.

The City of Tyler reserves the right to reject any and/or all proposals and to waive any and/or all formalities and to award purchase total amount, partial amount or individual item basis.

In submitting the above, the vendor agrees that acceptance by the City of Tyler within a reasonable period constitutes a binding agreement.

In submitting the above request and attached proposal to the City of Tyler, I hereby certify that we have not participated in nor been a party to any collusion, price fixing or any other agreements with any company, firm, or person concerning the pricing of the enclosed proposal.

Net 15
INVOICING TERMS

June 14, 2025
DATE

NETX
COMPANY NAME

TOAD LUCAS
AUTHORIZED REPRESENTATIVE (print)

SIGNATURE

See other side for TERMS AND CONDITIONS

* All Proposals Must Be Signed

TERMS AND CONDITIONS

Proposals are requested for furnishing the items described herein in accordance with the terms set forth. **ALL PROPOSALS MUST BE F.O.B. DESTINATION** and include the cost of boxing and cartage to the delivery point as stated on this form.

In the case of default, the City of Tyler, Texas reserves the right to hold the original bidder or contractor liable for any and all resultant increased costs.

Samples, if requested by the City of Tyler, must be furnished at the bidder's expense, and if not destroyed in testing or retained as a standard, will be returned on the same terms, if requested by the bidder.

Proposals may be withdrawn on written or telegraphic request received from bidders prior to the time set for opening. Negligence on the part of the responder in preparing the proposal confers no right for the withdrawal of the proposal after the hour fixed for the opening.

Any oral statement by any representative of the City, modifying or changing any conditions of this contract, is an expression of opinion only and confers no right upon the seller.

All discounts, if applicable, shall be shown in discount amount space provided on data sheets - **EXCEPT IN TERMS FOR PROMPT PAYMENT.**

For proper identification; proposal number, closing time, date, and item requested must appear on outside of envelope in lower left hand corner.

If delay in delivery as specified on the purchase order is foreseen, supplier shall give written notice to Purchasing Office immediately. The City has the right to extend the delivery date if reasons appear valid. Supplier must keep the City advised at all times of the status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the City of Tyler to purchase material elsewhere and charge full increase in cost and handling to the defaulting supplier and could also be reason for cancellation of the Purchase Order (at no expense to the City if the City of Tyler deems it necessary).

Any proposal submitted on a public works project shall comply with the additional requirements and conditions attached hereto as well as the terms and conditions stated herein.

Certificate of Interested Parties:

In accordance with Texas Government Code Sec. 2252.908, for certain contracts entered into on or after January 1, 2016, the successful bidder must submit a ***Certificate of Interested Parties*** (Form 1295) at the time the signed contract is submitted to the **CITY**. The law applies (with a few exceptions) only to a City contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the City Council before the contract may be signed or (2) has a value of at least \$1 million.

The ***Certificate of Interested Parties*** (Form 1295) must be filed electronically with the Texas Ethics Commission using the online filing application located at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

If you need additional information about the Certificate of Interested Parties Form 1295 Procedure, contact Purchasing at (903) 531-1232.



NOTICE TO BIDDERS AND/OR PROPOSERS

PROJECTS, SERVICES & SUPPLIES

The City of Tyler will accept bids and/or proposals for the following projects, services, and/or supplies in the Purchasing Office, 304 North Border, Tyler, Texas 75702, ATTN: Sherry Pettit until 2:00 p.m. on Tuesday, June 24, 2025, for the items shown below, at which time they will be publicly opened. All interested persons may attend.

Bid/Proposal

Annual Price Agreement for Curbside Recycling
Bid No 25-071

Plans, specifications and/or proposal forms must be obtained from the Solid Waste Office located at 414 North Bois D'Arc, Tyler, Texas 75702* (unless otherwise indicated) during regular business hours Monday through Friday, 8:00 a.m. until 5:00 p.m. Telephone No. 309-531-1388. The City reserves the right to accept, reject, cancel or modify any bid or proposal, waive all formalities, and to award the bid most advantageous to the City.

In accordance with House Bill 1295, for certain contracts entered into on or after January 1, 2016, the successful bidder must submit a *Certificate of Interested Parties* (Form 1295) at the time the signed contract is submitted to the CITY. The law applies (with a few exceptions) only to a City contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the City Council before the contract may be signed or (2) has a value of at least \$1 million.

Tyler Morning Telegraph

1st Publication: June 4, 2025

2nd Publication: June 11, 2025

City of Tyler, Texas
Edward Broussard
City Manager



PRICE, DATA, AND SPECIFICATION SHEET

CITY OF TYLER

Purchasing Department
304 North Border
Tyler, Texas 75702

Telephone: (903) 531-1232

DATE: June 4, 2025

BID # : 25-071

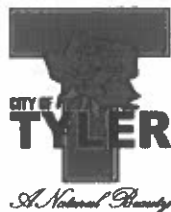
CLOSING TIME: 2:00 p.m.

CLOSING DATE: June 24, 2025

PROPOSERS MUST COMPLETE THIS SECTION

ITEM NO.	DESCRIPTION	PRICE
1	Tipping fee or cost per ton for single stream recycling.	\$75. ⁰⁰

*Seventy five
dollars per Ton*



**CITY OF TYLER
ANNUAL PRICE AGREEMENT FOR CURBSIDE RECYCLING**

SCOPE:

The City of Tyler currently has about 4,000 residents that actively participate in single stream recycling. The City of Tyler is looking for an established Materials Recovery Facility (MRF) that will accept the single stream recycle materials collected.

City of Tyler currently produces about 2,000 tons of single stream recycle on an annual basis.

QUALIFICATION OF BIDDER:

Bids will be considered only from bidders who are established in the materials recovery business. If requested, bidders must provide references. The successful bidder must also be located within 50 miles of Tyler, Texas City limits.

PRICE AGREEMENT PERIOD AND RENEWAL OPTION:

The price *Agreements* shall be for a term of one (1) year, beginning upon the date of City Council approval. The City and contractor may, upon mutual consent, extend this price *Agreement* for five (5) additional one (1) year periods, upon written request of the contractor, presented not later than thirty (30) days prior to the expiration of the price *Agreement*. The rates can be adjusted at the time of renewal, upward or downward, in a percentage not to exceed the effective change in the Consumer Price Index for the previous twelve (12) month period. If agreement cannot be reached, the price *Agreement* is terminated at the end of the current period and the next lowest original bidder will be contacted in accordance with their original bid.

CANCELLATION:

The City reserves the right to cancel the price *Agreement* upon thirty (30) days written notice. The vendor also has this right. In the event of poor service, the City reserves the right to cancel and move onto the next lowest bidder, as primary, in accordance with the thirty (30) day written notice.

BID SUBMITTAL:

Bids must have the Bid# 25-071 listed on the envelope and need to be mailed or delivered to the address below before June 24, 2025 at 2:00pm central standard time (CST).

Attn: Sherry Pettit
 City of Tyler- Purchasing Department
 304 North Border
 Tyler, Texas 75702

PRICING:

The prices quoted shall be firm for each 12-month term of the price *Agreement*. Pricing should be submitted on a cost per ton basis on the data sheet that is included.

CONTACT INFORMATION:

Please report any problems identified to the Solid Waste Director.

City of Tyler – Solid Waste Director
 Contact – Leroy Sparrow
 414 North Bois D’Arc
 Tyler, Texas 75702
 (903) 531-1388

HOURS OF OPERATION:

The awarded vendor’s place of business shall be open to the City at least from 8:00 am until 5:00 pm, Monday through Friday (official City of Tyler holidays excluded).

VENDOR INVOICING:

The City of Tyler needs the following information on invoices. A ticket should be given to each driver listing the same information upon leaving the MRF.

1. Individual ticket numbers.
2. City of Tyler unit numbers.
3. The date and time that the City of Tyler unit came to the MRF.
4. Gross, tare, and net weight of the truck.
5. Invoices are to be submitted to the following address:

Attn: Solid Waste
 City of Tyler
 414 North Bois D’Arc.
 Tyler, TX 75702

ACCEPTED PRODUCTS:

Listed below are the materials that the City of Tyler accepts as a part of the single stream recycling collection. These are the materials that the MRF would be expected to accept.

1. Aluminum Cans
2. All Plastics

3. Tin Cans
4. Cardboard
5. Newspaper
6. Magazines and Junk Mail
7. Office Paper
8. Brown Paper Grocery Bags
9. Food and Beverage Cartons (Ex. Milk, juice, soup, broth, wine)

CERTIFICATE OF INTERESTED PARTIES:

The successful bidder will be required to file form 1295 electronically on the Texas Ethics Commission website. City of Tyler will notify the successful bidder after the bids have been approved.

ADDITIONAL QUESTIONS:

For any information or additional questions please contact Leroy Sparrow at 903-531-1388 or lsparrow@tylertexas.com.



**CITY OF TYLER
CITY COUNCIL COMMUNICATION**

Agenda Number. B-1

Date: July 9, 2025

Subject: Request that the City Council consider reappointing and appointing members to the Half Cent Sales Tax Board for Districts 1, 3, 4 and 5.

Item Reference:

Request that the City Council consider appointing members to the Half Cent Sales Tax Board for District 3 due to the election of a newly appointed City Councilmember. Also, consider appointing a member to District 4 due to the resignation of Eleno Licea. Also, reappoint members to District 1 and District 5.

District 1 - will serve until May 2027
District 3 - will serve until May 2027
District 4 - will serve until May 2028
District 5 - will serve until May 2027

RECOMMENDATION:

Request that the City Council consider reappointing and appointing members to the Half Cent Sales Tax Board for Districts 1, 3, 4 and 5.

Attachments:

[Archie Castleberry](#)

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

Edited/Submitted By:
City Manager

Justin Bernal

From: govAccess CMS Site <webmaster@cityoftyler.org>
Sent: Tuesday, July 1, 2025 10:53 AM
To: CityClerk-Contact; hbrewster@tylertexas.com; Cassandra Brager; Vanessa Carreno-Solis
Subject: *NEW SUBMISSION* Board, Commission or Committee Member Application

Board, Commission or Committee Member Application

Submission #: 4156426
IP Address: 107.127.4.2
Submission Date: 07/01/2025 10:52
Survey Time: 12 minutes, 37 seconds

You have a new online form submission.

Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

I. CONTACT INFORMATION

Name:

Archie Lee Castleberry, Jr.

Home Address:

521 W. Vance St. [District 3](#)
Tyler, Tx. 75702

Home Phone Number:

(832) 651-3721

Section Break

Office Address:

,

Office Phone Number:

Please indicate which address you would like to use for mailings.

Home

Section Break

Email Address:

Archielee1002@gmail.com

Section Break

Read-Only Content

First Choice of Board Selection

Tyler One-half Cent Sales Tax Corp, Inc. Board (#)

Second Choice of Board Selection

Section Break

III. BACKGROUND INFORMATION

Number of years you have lived in Tyler

72

Education: List the Institution/School, Diploma/Degree, Year. Separate each degree with a semicolon (;).

U/NT 1970-72; U/H 1976-79; TSU 1983-85

Employment (list most recent first): List Employer, Position, Dates. Separate each employment with a semicolon (;).

US Army 1972-75; USPS 1976-2007; Target 2007-12

Professional Licenses (Physician, Attorney, Engineer, Master Electrician, CPA, etc.): List the Occupation and Type of License Associated with Occupation. Separate each Occupation with a semicolon (;).

Professional Association Memberships: List Association and Office Held (if applicable). Separate each Association with a semicolon (;).

Civic-Volunteer Organizations and Activities (e.g. United Way Loaned Executive, Boy Scout Scoutmaster, etc.): List Organization/Activity and Dates. Separate each Organization with a semicolon (;).

Keep Tyler Beautiful

Section Break

IV. QUESTIONNAIRE REGARDING CONFLICT OF INTERESTS

Please select the box if your answer is yes to the following questions.

None of the above.

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.

Section Break

Read-Only Content

Acknowledgement

I understand that checking this box constitutes a legal signature confirming I acknowledge and agree that all statements in this form are true and correct.

Full Name

Archie Lee Castleberry, Jr.

Date

07/01/2025 12:00 AM

Thank you,

Tyler, TX

This is an automated message generated by Granicus. Please do not reply directly to this email.

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CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. C-A-1

Date: July 9, 2025

Subject: Request that the City Council consider authorizing the Chief of Police to enter a Memorandum of Understanding with Grace Community Schools to establish a collaborative partnership to ensure a coordinated response to emergencies.

Item Reference:

To ensure continued collaboration and partnership with Grace Community Schools and the Tyler Police Department, the Memorandum of Understanding will establish guidelines to ensure a coordinated response to emergencies, including but not limited to active threats, natural disasters, medical emergencies, and other critical incidents affecting school safety.

RECOMMENDATION:

It is recommended that the City Council authorize the Chief of Police to sign this memorandum of understanding with Grace Community School to ensure agreed-upon participation during emergencies.

Attachments:

[MOU Signed Grace Community School - Tyler Police Department.pdf](#)

Drafted/Recommended By:
Department Leader Jimmy Toler / Chief of Police

Edited/Submitted By:
City Manager

MEMORANDUM OF UNDERSTANDING

Between Grace Community School and the Tyler Police Department

This Memorandum of Understanding (MOU) is entered into by and between Grace Community School, with locations at 3001 University Blvd. and 3215 Old Jacksonville Rd., Tyler Texas, hereafter referred to as “the School”, and the City of Tyler, Texas, a home-rule municipality, on behalf of the Tyler Police Department, located at 711 Ferguson, Tyler, TX, hereafter referred to “the Agency”.

1. Purpose

The purpose of this MOU is to establish a collaborative partnership between the School and the Agency to ensure a coordinated response to emergency situations, including but not limited to active threats, natural disasters, medical emergencies, and other critical incidents affecting school safety.

2. Objectives

- To promote the safety and security of students, staff, and visitors.
- To develop and implement joint emergency response plans and protocols.
- To ensure clear communication and coordination during emergency situations.
- To outline the roles and responsibilities of each party in preparedness, response, and recovery efforts.

3. Scope

This MOU applies to all emergencies on school grounds or during school-sponsored activities, including field trips and athletic events within the City of Tyler. In consideration for the mutual responsibilities of the parties herein, the sufficiency of which is hereby recognized and the public purpose and benefit of which is hereby affirmed, the parties hereto agree as follows.

4. Roles and Responsibilities

A. School Responsibilities

1. Develop and maintain a School Emergency Operations Plan (EOP) in coordination with the Agency.
2. Conduct regular emergency drills and invite the Agency to participate.
3. Designate a primary point of contact (POC) for emergency coordination.
4. Provide access to campus maps, floor plans, and emergency contact lists.
5. Notify the Agency promptly of any emergency, threat to student, or staff safety.

B. Agency Responsibilities

1. Respond promptly to all emergency calls from the School.
2. Ensure ongoing communication with school leadership.
3. Collaborate with the school in emergency preparedness and response.
4. Assist in evaluating and improving the School's EOP.
5. Collaborate with school officials post drills, tabletop exercises, and after-action reviews.

5. Information Sharing

To the extent permitted by law, both parties agree to share information necessary to ensure the safety and security of students and staff, including student information protected under FERPA, in the context of an emergency. The parties hereto recognize that the "the Agency", City of Tyler, is a governmental entity that is subject to the Texas Public Information Act. In the event that a valid Public Information Act request is received, the Agency shall work in good faith with "the School" to protect any information deemed to be Confidential, and shall seek an Attorney General Opinion to protect Confidential information, if necessary.

6. Training and Drills

The parties will collaborate to provide joint training opportunities for school personnel and law enforcement officers. The school will conduct at least one emergency drill or exercise annually.

7. Duration and Review

This MOU shall be effective for an initial term of approximately one year, beginning July 1st, 2025, and ending on July 1st, 2026. Following the expiration of the initial term, the MOU may be renewed for up to a maximum of two years. Additional Renewal Terms of one year each, from July 1st until July 1st of each additional year, if approved by both parties. Either party may terminate this agreement at any time and for any reason upon thirty (30) days' written notice to the other.

8. Venue / Jurisdiction/ Liability

The provisions of this Agreement shall be governed by the laws of the State of Texas. Jurisdiction for any matters arising under this agreement shall lie in the courts of Smith County for State law purposes, and the courts of the Eastern District of Texas, Tyler Division, for federal purposes. Neither party hereto shall be liable for injuries or damages caused by the negligence or intentional acts of the other party while performing the functions of this Agreement.

9. Signatures



Andra White
Grace Community School
Director of Security
Date: 6/16/25

Jimmy Toler
Chief of Police
City of Tyler
Date: _____

Edward Broussard
City Manager
City of Tyler
Date: _____



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. C-A-2

Date: July 9, 2025

Subject: Request that the City Council consider authorizing the City Manager to ratify a reconciliation change order that will increase the contract amount by \$28,700.00 and the release of final retainage payment in the amount of \$33,874.10 to Gracon Construction, Inc. for the construction of the Southside Wastewater Treatment Plant Improvements.

Item Reference: City Council Agenda C-A-3, 12/12/18; M-7, 11/13/19, M-3 07/22/20

On July 22, 2020, Council awarded a contract to Gracon Construction, Inc. for the rehabilitation of the Southside Wastewater Treatment Plant Improvements. The original Bid was \$3,661,620.00. The rehabilitation work has been successfully completed at a total cost of \$3,690,320.00, resulting in the project being \$28,700.00 (.78%) over the original contract amount due to unforeseen field conditions.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to ratify a reconciliation change order that will increase the contract amount by \$28,700.00 and the release of final retainage payment in the amount of \$33,874.10 to Gracon Construction, Inc. for the construction of the Southside Wastewater Treatment Plant Improvements.

Attachments:

[2025-06-12 TYL397 Final Acceptance](#)
[TYL397 PE 20 \(Final\)](#)
[TYL397 Contractor's Affidavit of Bills Paid](#)
[TYL397 Waiver and Release](#)
[TYL397 Consent of Surety Company to Final Payment](#)
[TYL397 DeNora Complimentary Service Contract](#)
[Reconciliatory Change Order](#)

Drafted/Recommended By:

Department Leader Nikki Ingram, Project Engineer/Kate Dietz, Director of Utilities

Edited/Submitted By:

City Manager

June 12, 2025

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

via email delivery

**RE: City of Tyler
Wastewater Treatment Plant Chlorination/Dechlorination Improvements
City of Tyler Bid No. 22-032, KSA Project No. TYL.397
Final Acceptance**

Dear Mrs. Ingram:

The Contractor has completed all work for the above referenced project. To close out the City's contract with Gracon Construction, Inc., the following actions are recommended:

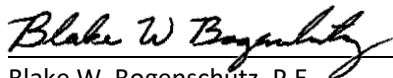
- Approval of Contractor's Pay Request No. 20 (Final) with retainage reduced to 0%. The final payment amount is \$33,874.10.
- Acceptance of the project by the City.

KSA has reviewed the work and has verified the work for conformance to the Contract requirements. Enclosed for your records is a copy of the Contractor's Affidavit of Bills Paid and Waiver and Release forms.

If you have any questions or need any additional information, please do not hesitate to call or respond.

Sincerely,

KSA



Blake W. Bogenschütz, P.E.
Project Manager

PROGRESS ESTIMATE

**KSA
6781 OAK HILL BLVD
TYLER, TX 75703**

Estimate No.: 20 (Final)

Date: June 12, 2025

Project: WWTP Chlorination/Dechlorination Improvements

Period: From: 10/26/2024 To: 06/12/2025

Contractor: Gracon Construction, Inc.

Address: 4343 Lasater Road, Mesquite, Texas 75336

Amount of Contract as Awarded: \$3,661,620.00

Change Orders:

# 1 \$ 13,200.00	# 6 \$
# 2 \$ 15,500.00	# 7 \$
# 3 \$	# 8 \$
# 4 \$	# 9 \$
# 5 \$	#10 \$

Total Change Orders: \$28,700.00

Total Adjusted Contract: \$3,690,320.00

Notice to Proceed Date: September 1, 2022

Contract Time: 423 Days

% Complete (Time): 240%

% Complete (\$): 100%

Project No: TYL.397 (22-032)

PREVIOUS PAYMENTS AUTHORIZED

#1	146,225.70	#11	785,600.41
#2	84,068.88	#12	81,389.54
#3	246,500.88	#13	273,369.43
#4	371,712.24	#14	23,732.19
#5	70,665.75	#15	43,836.56
#6	81,084.39	#16	88,586.08
#7	167,720.60	#17	177,114.15
#8	194,636.19	#18	54,725.00
#9	206,887.87	#19	25,820.25
#10	532,769.79	#20	

Total Payments Previously Authorized: \$3,656,445.90

Item No.	Description	Unit of Meas.	Quantity Original Estimate	Previous Month's Quantity	Current Month's Quantity	Quantity Completed To Date	Unit Price (\$)	Value of Completed Work (\$)
GENERAL CONDITIONS								
1.01	Mobilization, Insurance, and Bonds	LS	1	1.00		1.00	\$181,000.00	181,000.00
1.02	Temporary Bypass Pumping	LS	1	1.00		1.00	\$10,000.00	10,000.00
1.03	Temporary Chemical Feed Provisions	LS	1	1.00		1.00	\$10,000.00	10,000.00
1.04	Control of Ground and Surface Water	LS	1	1.00		1.00	\$1,000.00	1,000.00
1.05	Hydromulch	LS	1	1.00		1.00	\$5,000.00	5,000.00
1.06	Controls Specialist Allowance	AL	1	1.00		1.00	\$66,620.00	66,620.00
1.07	Miscellaneous Allowance	AL	1	1.00		1.00	\$0.00	0.00
1.08~~	Additional Load Cells for Container Scales	AL	1	0.00	1.00	1.00	\$15,500.00	15,500.00
SOUTHSIDE WASTEWATER TREATMENT PLANT CHLORINATION/DECHLORINATION IMPROVEMENTS								
2.01	SS Disinfection Building Structural/Architectural Improvements							
2.01.01	Temporary Utilities	MO	11	11.00		11.00	2,000.00	22,000.00
2.01.02	Install Steel Lintels and Dowels for Masonry	LS	1	1.00		1.00	15,000.00	15,000.00
2.01.03	Install Masonry Walls	LS	1	1.00		1.00	121,000.00	121,000.00
2.01.04	Demo Doors	EA	5	5.00		5.00	2,000.00	10,000.00
2.01.05	Demo Windows	EA	8	8.00		8.00	2,000.00	16,000.00
2.01.06	Install Doors	EA	7	7.00		7.00	11,000.00	77,000.00
2.01.07	Install Windows	EA	12	12.00		12.00	4,000.00	48,000.00
2.01.08	Install Double Door	EA	1	1.00		1.00	40,000.00	40,000.00
2.01.09	Repair Roof	LS	1	1.00		1.00	15,000.00	15,000.00
2.01.10	Core Walls for Pipe and FRP Ductwork	LS	1	1.00		1.00	10,000.00	10,000.00
2.01.11	Label Piping	LS	1	1.00		1.00	6,000.00	6,000.00
2.01.12	Paint Walls and Beam	LS	1	1.00		1.00	20,000.00	20,000.00
2.01.13^	Paint Existing Concrete Ceiling, Beams, and Columns	LS	1	1.00		1.00	6,624.00	6,624.00
2.02	SS Chlorination Chemical Storage and Feed Improvements							
2.02.01	Chlorination Equipment Submittals	LS	1	1.00		1.00	10,000.00	10,000.00
2.02.02	Demo Existing Chlorination Equipment	LS	1	1.00		1.00	30,000.00	30,000.00
2.02.03	Install New Chlorination Equipment	LS	1	1.00		1.00	165,000.00	165,000.00
2.02.04	Install Manifold Header Frame	LS	1	1.00		1.00	20,000.00	20,000.00
2.02.05	Install Interior Pipe	LS	1	1.00		1.00	25,000.00	25,000.00
2.02.06	Remove and Replace Pumps	LS	1	1.00		1.00	45,000.00	45,000.00
2.02.07	Start-Up	LS	1	1.00		1.00	5,000.00	5,000.00
2.03	SS Dechlorination Chemical Storage and Feed Improvements							
2.03.01	Dechlorination Equipment Submittals	LS	1	1.00		1.00	10,000.00	10,000.00
2.03.02	Demo Existing Dechlorination Equipment	LS	1	1.00		1.00	30,000.00	30,000.00
2.03.03	Install New Dechlorination Equipment	LS	1	1.00		1.00	190,000.00	190,000.00
2.03.04	Install Manifold Header Frame	LS	1	1.00		1.00	20,000.00	20,000.00
2.03.05	Install Interior Pipe	LS	1	1.00		1.00	30,000.00	30,000.00
2.03.06	Install Induction Unit and Crane	LS	1	1.00		1.00	35,000.00	35,000.00
2.03.07	Start-Up	LS	1	1.00		1.00	5,000.00	5,000.00
2.04	SS Disinfection Building Heating and Ventilation Improvements							
2.04.01	Demo Existing Fans and Louvers	LS	1	1.00		1.00	20,000.00	20,000.00

Item No.	Description	Unit of Meas.	Quantity Original Estimate	Previous Month's Quantity	Current Month's Quantity	Quantity Completed To Date	Unit Price (\$)	Value of Completed Work (\$)
2.04.02	Scrubber Pad Excavation	LS	1	1.00		1.00	50,000.00	50,000.00
2.04.03	Scrubber Pad Concrete	LS	1	1.00		1.00	64,000.00	64,000.00
2.04.04	Scrubber Submittals	LS	1	1.00		1.00	10,000.00	10,000.00
2.04.05	Install Scrubber	LS	1	1.00		1.00	253,000.00	253,000.00
2.04.06	Install Fans and Louvers	LS	1	1.00		1.00	50,000.00	50,000.00
2.04.07	Install Unit Heaters	LS	1	1.00		1.00	35,000.00	35,000.00
2.04.08	Install FRP Ductwork	LS	1	1.00		1.00	133,000.00	133,000.00
2.04.09	Start-Up	LS	1	1.00		1.00	5,000.00	5,000.00
2.05	SS Water Supply Improvements							
2.05.01	Install Yard Pipe	LS	1	1.00		1.00	105,000.00	105,000.00
2.05.02	Pipe Supports	LS	1	1.00		1.00	15,000.00	15,000.00
2.05.03	Pipe Insulation	LS	1	1.00		1.00	7,000.00	7,000.00
2.05.04	Eyewash	LS	1	1.00		1.00	13,000.00	13,000.00
2.06	SS Chlorine Contact Chamber Improvements							
2.06.01	Demo Influent Chamber Stairs and Equipment	LS	1	1.00		1.00	25,000.00	25,000.00
2.06.02	Remove and Replace Gates	EA	4	4.00		4.00	21,250.00	85,000.00
2.06.03	Install New Stairs	LS	1	1.00		1.00	30,000.00	30,000.00
2.06.04	Install New Grating and Handrail	LS	1	1.00		1.00	10,000.00	10,000.00
2.07	SS Paving and Site Improvements							
2.07.01	Asphalt Paving Subgrade	SY	351	351.00		351.00	60.00	21,060.00
2.07.02	Asphalt Paving	SY	351	351.00		351.00	40.00	14,040.00
2.07.03	Concrete Paving Subgrade	SY	104	104.00		104.00	60.00	6,240.00
2.07.04	Concrete Paving	SY	104	104.00		104.00	160.00	16,640.00
2.07.05	All Weather Access Rock	SY	115	115.00		115.00	100.00	11,500.00
2.07.06	Sidewalk	LS	1	1.00		1.00	8,000.00	8,000.00
2.07.07	Bollards	LS	1	1.00		1.00	2,520.00	2,520.00
2.08	SS Electrical and Controls							
2.08.01	Electrical Submittals	LS	1	1.00		1.00	30,000.00	30,000.00
2.08.02	Gear Package	LS	1	1.00		1.00	40,000.00	40,000.00
2.08.03	Electrical Materials	LS	1	1.00		1.00	108,000.00	108,000.00
2.08.04	Electrical Labor	LS	1	1.00		1.00	32,000.00	32,000.00
2.08.05	Relocate Lightpole	LS	1	1.00		1.00	10,000.00	10,000.00
2.08.06***	Battery Back-ups for Interior Light Fixtures	LS	1	1.00		1.00	2,250.00	2,250.00
2.08.07^^^	Disinfection Building Heater Lock Out Provisions	LS	1	1.00		1.00	12,325.00	12,325.00
2.09	SS Electrical Power System Studies							
2.09.01	SS Electrical Power System Studies	LS	1	1.00		1.00	6,000.00	6,000.00
WESTSIDE WASTEWATER TREATMENT PLANT CHLORINATION/DECHLORINATION IMPROVEMENTS								
3.01	WS Disinfection Building Structural/Architectural Improvements							
3.01.01	Demo Existing Paving	LS	1	1.00		1.00	20,000.00	20,000.00
3.01.02	Replace Double Doors	LS	1	1.00		1.00	40,000.00	40,000.00
3.02	WS Chlorination Chemical Storage and Feed Improvements							
3.02.01	Chlorination Equipment Submittals	LS	1	1.00		1.00	10,000.00	10,000.00
3.02.02	Demo Existing Chlorination Equipment	LS	1	1.00		1.00	30,000.00	30,000.00
3.02.03	Install New Chlorination Equipment	LS	1	1.00		1.00	185,000.00	185,000.00
3.02.04	Install Manifold Header Frame	LS	1	1.00		1.00	20,000.00	20,000.00
3.02.05	Install Interior Pipe	LS	1	1.00		1.00	30,000.00	30,000.00
3.02.06	Remove and Replace Pump	LS	1	1.00		1.00	15,000.00	15,000.00
3.02.07	Start-Up	LS	1	1.00		1.00	5,000.00	5,000.00
3.03	WS Dechlorination Chemical Storage and Feed Improvements							
3.03.01	Dechlorination Equipment Submittals	LS	1	1.00		1.00	10,000.00	10,000.00
3.03.02	Demo Existing Dechlorination Equipment	LS	1	1.00		1.00	30,000.00	30,000.00
3.03.03	Install New Dechlorination Equipment	LS	1	1.00		1.00	190,000.00	190,000.00
3.03.04	Install Manifold Header Frame	LS	1	1.00		1.00	20,000.00	20,000.00
3.03.05	Install Interior Pipe	LS	1	1.00		1.00	30,000.00	30,000.00
3.03.06	Install Induction Unit and Crane	LS	1	1.00		1.00	20,000.00	20,000.00
3.03.07	Start-Up	LS	1	1.00		1.00	5,000.00	5,000.00
3.04	WS Water Supply Improvements							
3.04.01	Remove and Replace Sidewalk	LS	1	1.00		1.00	26,000.00	26,000.00
3.04.02	Install Yard Pipe	LS	1	1.00		1.00	85,000.00	85,000.00

Section 12 CONTRACTOR'S AFFIDAVIT OF BILLS PAID

THE STATE OF TEXAS

§

§

§

CONTRACTOR'S AFFIDAVIT OF BILLS PAID CAPITAL IMPROVEMENT PROJECT (CIP) CONTRACTS

COUNTY OF SMITH

§

§

Tex. Prop. Code Ann. § 53.085(a)

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

I, SEAN GRAVES [Name of Affiant], do solemnly swear or affirm that I am the legal representative of GRACON CONSTRUCTION, INC. [Contractor's Company / Corporation Name], the City of MESQUITE, the County of DALLAS, the State of TEXAS, and that the work for the construction of the project designated below has been satisfactorily completed:

City of Tyler Bid

22-032

Number

Project Name

Wastewater Treatment Plant
Chlorination/Dechlorination Improvements

Additionally, I do solemnly swear or affirm:



All bills for materials, supplies, apparatus, fixtures, machinery, labor, subcontractors, laborers and materialmen used in connection with the construction of this project have been fully paid.

OR

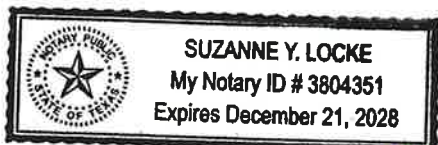


The following bills have **not** been fully paid (☐ attach additional pages if necessary):

<u>Name</u>	<u>Amount</u> <u>Owed</u>	<u>Telephone</u>	<u>Address</u>
	\$		
	\$		
	\$		

Sean Graves
Signature of Contractor SEAN GRAVES

Sworn to and subscribed before me by Affiant on the 12TH day of JUNE, 20 25.



My Commission Expires: 12/21/2028

Suzanne Y. Locke
Notary Public In and For The State of Texas

SUZANNE Y LOCKE

Notary's Printed Name

Section 14 WAIVER AND RELEASE

THE STATE OF TEXAS § **CONDITIONAL WAIVER AND RELEASE ON FINAL
PAYMENT**

§

§ **PURSUANT TO**

§

§ **AGREEMENT**

§ **AND/OR**

COUNTY OF SMITH § **PURSUANT TO TEX. PROPERTY CODE § 53.284
FORMS FOR WAIVER AND RELEASE OF LIEN OR PAYMENT
BOND CLAIM**

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

City of Tyler Bid 22-032

Number

Project Name Wastewater Treatment Plant
Chlorination/Dechlorination Improvements

On receipt by the signer of this document of a check from CITY OF TYLER [Maker of Check] in the sum of \$ \$33,874.10 payable to GRACON CONSTRUCTION, INC. [Payee(s) of Check] and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of CITY OF TYLER [Owner] located at P.O. BOX 2039, TYLER, TX. 75710 [Location] to the following extent: Wastewater Treatment Plant Chlorination/Dechlorination Improvements [Job Description].

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to GRACON CONSTRUCTION, INC. [Person with Whom Signer Contracted].

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date 06/12/2025
GRACON CONSTRUCTION, INC (Company name)

By  (Signature) SEAN GRAVES
PROJECT MANAGER (Title)

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

AIA DOCUMENT G707

OWNER ☒
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

Bond # 107665734

PROJECT: 22-032 - Wastewater Treatment Plant Chlorination/Dechlorination Improvements

TO (Owner):
City of Tyler
212 N. Bonner Ave.
Tyler, TX 75702

CONTRACT FOR: Capital Improvement Project

CONTRACT DATE: 07/14/2022

CONTRACTOR:
Gracon Construction, Inc.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

, SURETY COMPANY,

on bond of
Gracon Construction, Inc.
4343 Lasater Road
Mesquite, TX 75181

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve
the Surety Company of any of its obligations to

City of Tyler, Texas
212 N. Bonner Ave.
Tyler, TX 75702

, OWNER,

As set forth in the said Surety Company's bond

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 9th day of June, 2025.

Travelers Casualty and Surety Company of America
Surety

Attest:
(Seal)



Eric Lesch, Witness



Signature of authorized representative

Felix Navejar, Attorney-In-Fact
Name & Title

Project: 22-032 - Wastewater Treatment Plant Chlorination/Dechlorination Improvements
Obligee: City of Tyler
Principal: Gracon Construction, Inc.
Bond #: 107665734



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Felix Navejar of Colleyville, Texas** their true and lawful Attorney-in-Fact(s) to sign, execute, seal an acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut
City of Hartford ss.

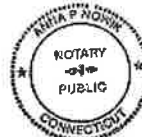


By: _____


Robert L. Raney, Senior Vice President

On this **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission expires the **30th** day of **June, 2026**




Anna P. Nowik

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

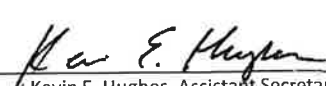
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

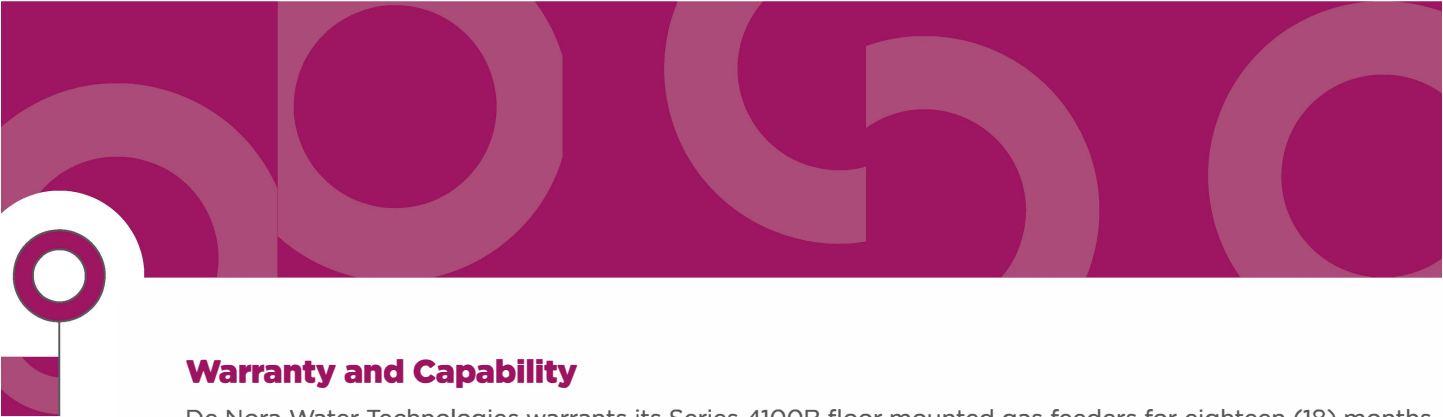
Dated this **9th** day of **June, 2025**




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



Warranty and Capability

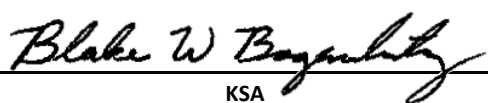
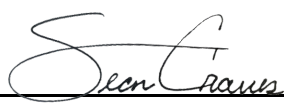
De Nora Water Technologies warrants its Series 4100B floor mounted gas feeders for eighteen (18) months from date of invoice, or twelve (12) months from date of installation, whichever expires first.

De Nora Water Technologies is ISO 9001 certified to provide quality and precision materials. Disinfection technologies, water quality monitors and instrumentation for water and wastewater are areas of specialization. Over 50 years of industrial and municipal application experience in the water and wastewater industries is incorporated into the equipment design to provide high quality comprehensive solutions for the global market.

De Nora Water Technologies agrees to provide labor for (2) annual preventive maintenance service trips

See attached e-mail for timing of service trips

The following equipment will be covered - Gas manifolds, filters, PRV's regulators, ejectors and induction units.

KSA 6781 Oak Hill Blvd. Tyler, TX 75703 CHANGE ORDER No. 1 (RECONCILIATORY)		Date June 18, 2025	
		Project No. TYL.397 / Bid No. 22-032	
		Location Tyler, TX	
To (Contractor) Gracon Construction, Inc. 4343 Lasater Road Mesquite, TX 75336		Job Description Wastewater Treatment Plant Chlorination/Dechlorination Improvements	
		Total Contract Price: Original \$3,661,620.00 Previous CO / WO \$0.00 Current \$3,661,620.00	
You are hereby requested to comply with the following changes from the contract plans and specifications:			
Item No. (1)	Description of changes – quantities, units, Unit price, change in completion schedule, etc. (2)	Decrease in Contract price (3)	Increase in Contract price (4)
CO 1.1	Add Item 3.07.03 - Effluent Flow Signal Conduit and Wire to Disinfection Facility: 1 LS @ \$13,200.00/LS.	\$0.00	\$13,200.00
CO 1.2	Add Item 1.08 - Additional Load Cells for Container Scales: 1 LS @ \$15,500.00/LS.	\$0.00	\$15,500.00
	Change in contract price due to this Change Order:		
	Total Decrease	\$0.00	
	Total Increase		\$28,700.00
	Difference between Columns (3) and (4)		\$28,700.00
			\$28,700.00
The sum of \$28,700.00 is hereby (~~unchanged~~) (added to) (~~deducted from~~) the total contract price, and the total adjusted contract price to date thereby is \$3,690,320.00 . The time provided for completion in the contract is (~~unchanged~~) (increased by) (~~decreased by~~) 37 additional calendar days added to the contract time for a total adjusted contract time of 423 calendar days for final completion. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.			
Recommended by (Engineer)	 KSA		06-18-2025 Date
Accepted by (Contractor)	 Gracon Construction, Inc.		6-18-25 Date
Approved by (Owner)	City of Tyler		Date



MAILING ADDRESS: P.O. BOX 360039, DALLAS, TEXAS 75336-0039, PHONE: (972) 222-8533
FAX: (972) 222-8542

KSA Engineers
6781 Oak Hill Blvd.
Tyler, TX 75703
Attn: Blake Bogenschutz, P.E.

Job: Tyler WWTP Chlorination & Dechlorination Improvements

RE: CMR-009-Westside WWTP Flow Meter Signal

Scope: Provide all material and labor to install the electrical needed to provide a 4-20mA signal from the effluent flow meter to the Chemical Feed Electrical Room RTU-400. This will allow the flow meter to be integrated into the Disinfection Feed Cabinets as specified on this project.

Cost: \$ 13,200.00

Contract Time Extension- 7 Additional Working Days.

Sincerely,
Sean Graves
Office (972)331-8039
Cell (972)533-2385

July 23, 2024

Tyler WWTP Chlorination & Dechlorination Improvements				
CMR-009-Flow Meter Signal to CL2 Electrical Room				
Description	Quantity	Unit	Unit Cost	Subtotal
<i>Material</i>				
Electrical	1	ls	\$ 6,062.50	\$ 6,062.50
Concrete/Rebar	1	ls	\$ 500.00	\$ 500.00
<i>Labor</i>				
Remove/Replace Sidewalk	2	sh	\$ 1,500.00	\$ 3,000.00
<i>Equipment</i>				
N/A	0	sh	\$ -	\$ -
			Subtotal	\$ 9,562.50
			Field Burden 20%	\$ 1,912.50
			Subtotal	\$ 11,475.00
			Overhead/Profit 15%	\$ 1,721.25
			Total	\$ 13,196.25

From: jwelectric0200@aol.com
Sent: Monday, July 22, 2024 6:54 AM
To: sgraves@gracon.biz
Subject: City Of Tyler Southside WWTP CL2/SO2 Project Change Order Request

Follow Up Flag: Follow up
Flag Status: Flagged

Sean , change order request for the above reference project. Furnish material and labor to install new conduit and wire from existing plant effluent flow meter at Westside WWTP to existing CL2/SO2 control room RTU j-box 400. Plans show the existing flow signal was to be in the existing j-box 400 for us to use for flow pacing of new chemical feed equipment for this project. The existing signal is not there at this time. Our price includes all above grade pipe and fittings to be PVC Coated tyle and all underground conduit to be the same. Dig ditch from CL2 contact chamber to existing CL/2 building , run down wall and core drill hole in control room to run pipe to J-Box RTU 400. Install new 2/conductor shielded cable for flow signal. Our price does not include cutting out two side walks and replacing concrete after conduit is installed. Sean please include this in you work. Total price for this change order request is \$6,062.50. Please let me know if you could the next day or two and we can get on this to finish up this project. If you have any question please give me a call. Thank You J.W.



MAILING ADDRESS: P.O. BOX 360039, DALLAS, TEXAS 75336-0039, PHONE: (972) 222-8533
FAX: (972) 222-8542

KSA Engineers
6781 Oak Hill Blvd.
Tyler, TX 75703
Attn: Blake Bogenschutz, P.E.

Job: Tyler WWTP Chlorination & Dechlorination Improvements

RE: CMR-010- Additional Load Cells-Rev A

Scope: Provide all material, labor required to install additional (1) new load cell at the Chlorine and SO2 rooms at both Southside WWTP and Westside WWTP (4) total new load cells. Work includes relocating trunnions and scales as needed to allow space for new load cells. Wiring of new load cell to scale controller, start-up and additional training as needed.

Cost: \$ 15,500.00

Contract Time Extension- 30 days

Sincerely,
Sean Graves
Office (972)331-8039
Cell (972)533-2385

February 4, 2025

Tyler WWTP Chlorination & Dechlorination Improvements				
CMR-010- Separate Scales				
Description	Quantity	Unit	Unit Cost	Subtotal
<i>Material</i>				
DeNora- Load Cells	1	ls	\$ 7,980.00	\$ 7,980.00
DeNora- Start-Up	1	ls	\$ -	\$ -
Electrical	1	ls	\$ 2,000.00	\$ 2,000.00
<i>Labor</i>				
Relocate Scales	4	sh	\$ 1,200.00	\$ 4,800.00
<i>Equipment</i>				
N/A	0	sh	\$ -	\$ -
			Subtotal	\$ 14,780.00
			Field Burden 5%	\$ 739.00
			Subtotal	\$ 15,519.00
			Overhead/Profit 0%	\$ -
			Total	\$ 15,519.00

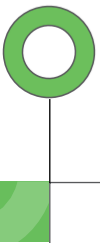


Proposal Prepared for:

Hartwell Environmental Corporation



Gas Feed Equipment Proposal



Project Name: Tyler WWTP Chlorine

Proposal Number: P-156507

Date: 12/10/2024

De Nora Water Technologies

De Nora Water Technologies, LLC.

3000 Advance Lane,

Colmar, PA 18915, United States

Tel: +1 215 997 4000



De Nora Water Technologies, LLC.
3000 Advance Lane,
Colmar, PA 18915, United States
Tel: +1 215 997 4000

TO: Hartwell Environmental Corporation

Date: 12/10/2024

Quotation: P-156507

Engineer:

BUDGETARY QUOTATION

De Nora Water Technologies, LLC. (De Nora) is pleased to offer the following quotation for the above-referenced project, based on requirements. This quotation is limited to our scope of supply and clarifications and/or exclusions, as attached. Thank you for considering De Nora Water Technologies, LLC.

TOTAL PRICE: To be advised (based on decision to buy new scales or modify existing)

Price is valid for 90 days and is expressly limited to and conditioned on Buyer's acceptance of the De Nora General Terms and Conditions of Sale set forth at [Sales Terms & Conditions | De Nora](#).

Taxes: Prices exclude any and all sales taxes

Payment Terms: Net 30 Payment Terms

Shipment Terms: FCA Jobsite

Shipment Lead Time: Option A.1: 4-5 week / Option A.2: 2-3 weeks

Note: The above schedule will be considered the timing of the project. Please confirm at time of order.

Should you have any questions or wish to discuss anything, please contact the undersigned.

De Nora Water Technologies, LLC.

BY Kyle Carney

Commercial Clarifications and Exclusions

A. Clarifications

1. If freight is included the freight quoted is valid for 30 days; freight is subject to change based on dimensions, weight, service level, carrier, fuel, security and size of applicable shipment.

B. Exclusions

1. Taxes, Fees, Licenses

2. SCOPE OF SUPPLY

~~A.1 New single ton container scales~~
~~Qty. 8~~
~~Total Amount: \$53,870.00~~

OR

A.2 New Load Cells

Qty. 4

Total Amount: \$7,980.00

B.1 Start-up and training services including expenses portal to portal (1 day).

Qty. 1

Total Amount: ~~\$4,500.00~~

3. TECHNICAL CLARIFICATIONS AND EXCLUSIONS

A. Clarifications

1. No piping, valves, fittings, wiring, anchor bolts, etc. are included other than those listed.
2. Unless included in our Scope of Supply Section, start-up service, training, supervision, etc. is not included in this quotation. If these services are required, they are available at prevailing rates plus all expenses portal-to-portal.

B. Exclusions

This proposal is executed by:

Name of Buyer/Company
Address of Buyer Company

By: _____ / _____
(Signature) (Date)

(Printed Name) (Title)

De Nora Water Technologies, LLC.
3000 Advance Lane
Colmar, PA 18915

By: _____ / _____
(Signature) (Date)

(Printed Name) (Title)

Place Orders and Address Correspondence to:

De Nora Water Technologies, LLC.
3000 Advance Lane
Colmar, PA 18915
Phone: 215-997-4000, Fax: 215-997-3779

Local representation provided by:

Design improvements may be made without notice.
Represented by:



De Nora Water Technologies

3000 Advance Lane Colmar, PA 18915
ph +1 215 997 4000 • fax +1 215 997 4062

web: www.denora.com

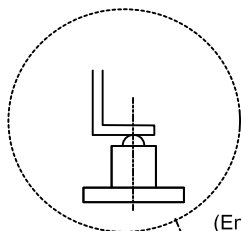
mail: info.dnwt@denora.com

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Separate existing dual tank scales into single tank scales.

FRAME 1:

(with new Shear Beam Load Cell)

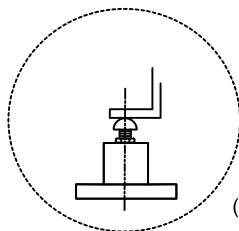


(End View)

Load Button should NOT align with "hole" in tongue. Move button to the left or right of it before bolting down shear beam load cell.

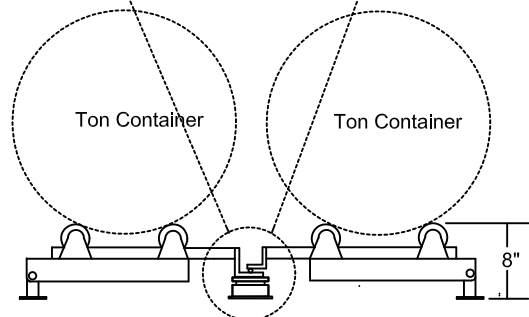
FRAME 2:

(with new Shear Beam Load Cell)



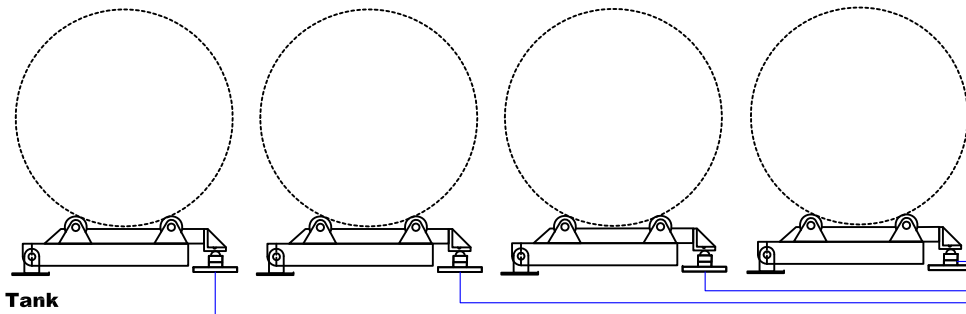
(End View)

Mark centerline of welded rod on top of tongue before grinding welded rod off, to insure proper calibration
Adjust shear beam load button until frame is level. Tighten jam nut.

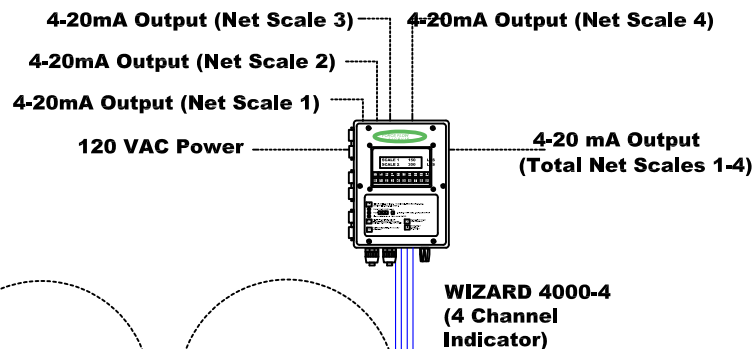
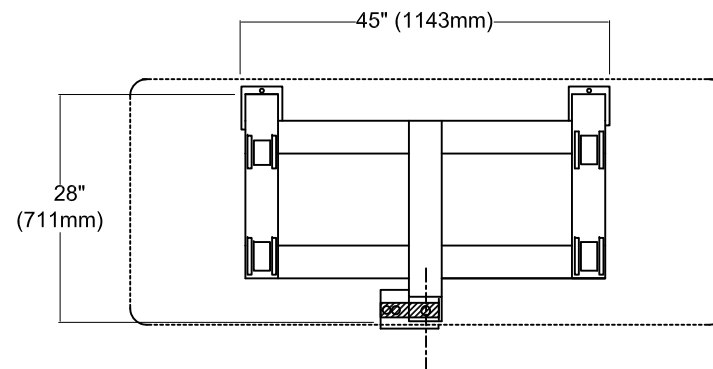


Existing Hydraulic Load Cell as originally installed.
Frame 1 resting directly on load cell, Frame 2 resting on top of Frame 1.

**DR40
Single Tank
Chlor-Scale**



Qty	Model & Description
4	DR40 Single Tank Ton Container Scale
1	4000-4 Wizard 4-Channel Indicator
4	WMA420 4-20mA Output (Individual)
1	WMA420 4-20mA Output (Totals of 4 Tanks)



FORCE FLOW

2430 Stanwell Dr, Concord, Ca 94520 USA
1-800-893-6723 US & Canada, Fax: 925-686-6713
WWW.forceflow.com / Info@forceflow.com

CONVERTING EXISTING
(2) DUAL TANK HYDRAULIC
TO (4) SINGLE TANK ELECTRONIC
SCALES

Drawn by: SLP/KBV

Date: 2/13/12

Verified:

Scale:

Drawing Number

31658



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. C-A-3

Date: July 9, 2025

Subject: Request that the City Council consider authorizing the City Manager to accept the Federal Aviation Administration (FAA) Grant 56 for Passenger Boarding Bridge replacement in the amount of \$2,055,090.00 at Tyler Pounds Regional Airport.

Item Reference:

On December 13, 2023, the City Council approved a study by KSA Engineers to replace a Passenger Boarding Bridge. The study has been completed, and sealed bids were obtained on April 22, 2025. The application for an FAA-funded grant has been approved. The total amount for Grant 56 is \$2,055,090.00; of this total, \$1,935,994.50 is construction costs, and the remaining \$227,258.50 is for engineering costs. FAA will reimburse 95% of the cost of this project, requiring a 5% local match funding.

Funding:

FAA Grant 56 \$ 2,055,090.00

Half Cent Sales Tax \$ 108,163.00

Total Funding \$ 2,163,253.00

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to accept the Federal Aviation Administration (FAA) Grant 56 for Passenger Boarding Bridge replacement in the amount of \$2,055,090.00 at Tyler Pounds Regional Airport.

Drafted/Recommended By:

Department Leader

Steve Thompson-Airport Director

Edited/Submitted By:

City Manager



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. C-A-4

Date: July 9, 2025

Subject: Request that the City Council consider authorizing the City Manager to award Tyler Bid No. 25-021 to GEMS Technical Services, Inc., for the Passenger Boarding Bridge Replacement Project at Tyler Pounds Regional Airport in the amount not to exceed \$1,935,994.50.

Item Reference:

In December 2023, the City Council approved funding for professional services for the Passenger Boarding Bridge Study, to replace one of the current aging Passenger Boarding Bridges, which is supported by FAA Grant 56.

The City of Tyler advertised for bidders on March 28, 2025, and April 4, 2025. The request for bids was received on April 22, 2025. Three (3) bids were received and opened at City Hall and are summarized below. The low bid was \$1,935,994.50 from GEMS Technical Services Inc.

Vendor Total Amount Bid
GEMS Technical Services, Inc. \$ 1,935,994.50
TK Airport Solutions, Inc. \$ 2,050,128.50
Oshkosh AeroTech, LLC. \$2,044,966.50

KSA Engineers, Inc., and airport staff have reviewed the bids. It is recommended that the project be awarded to GEMS Technical Services, Inc., for \$1,935,994.50.

FAA will reimburse 95% of the cost of this project, requiring a 5% local match funding.

Funding Sources:

FAA Funding from Grant 56 (95%) \$1,839,195.00
Half Cent Sales Tax (5%) \$96,799.50
Total Funding \$1,935,994.50

The Half Cent Sales Tax Board approved the funding of the local share on May 14, 2025.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to award Tyler Bid No. 25-021 to GEMS Technical Services, Inc., for the Passenger Boarding Bridge Replacement Project at Tyler Pounds Regional Airport in the amount not to exceed \$1,935,994.50.

Attachments:

[TYR PBB Bid Recommendation 250424](#)

Drafted/Recommended By:

Department Leader

Steve Thompson- Airport Director

Edited/Submitted By:

City Manager

April 24, 2025

Mr. Steve Thompson
Airport Manager
Tyler Pounds Regional Airport
700 Skyway Blvd
Tyler, Texas 75704

via email

RE: *Passenger Boarding Bridge (PBB) Gate 4 Replacement*
City of Tyler Bid No. 25-021
KSA Project No. 101974

Dear Mr. Thompson:

Sealed bids for the Passenger Boarding Bridge Replacement – Gate 4 project at Tyler Pounds Regional Airport were received, publicly opened, and read aloud on Tuesday, April 22, 2025, at 2:00 PM. Three bids were submitted, all responsive and complete. No calculation errors were found.

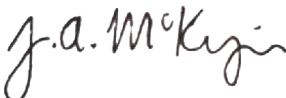
	<u>GEMS Technical Services, Inc.</u>	<u>TK Airport Solutions, Inc.</u>	<u>Oshkosh AeroTech, LLC</u>
Base Bid:	\$1,825,494.50	\$1,809,156.50	\$1,916,931.50
Bid Alternate 1:	(\$38,500.00)	\$0.00	\$96,160.00
Bid Alternate 2:	\$110,500.00	\$240,972.00	\$128,035.00

Bid Alternate 1 (refurbished fixed walkway in lieu of new) was included to evaluate potential cost savings. TK Airport Solutions bid \$0 for this item, indicating no savings. Oshkosh AeroTech's bid indicated a net cost increase of \$96,160 for the refurbished option. GEMS Technical Services offered a cost reduction of \$38,500.

Given the limited savings, KSA recommends not awarding Bid Alternate 1. We do recommend awarding Bid Alternate 2, which consists of a new preconditioned air unit. KSA recommends awarding the Base Bid and Bid Alternate 2 to GEMS Technical Services for \$1,935,994.50.

Sincerely,

KSA

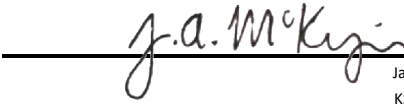


James McKenzie, P.E.
Sr. Project Manager

Enclosures: Bid tabulation

TYLER POUNDS REGIONAL AIRPORT
BID TABULATION - PASSENGER BOARDING BRIDGE REPLACEMENT - GATE 4

				GEMS Technical Services, Inc. 333 City Blvd W Ste 1700 Orange, CA 92868 714.397.6364		TK Airport Solutions, Inc. 3201 N Sylvania Ave Ste 117 Fort Worth, TX 76111 682.201.5081		Oshkosh AeroTech, LLC 4074 S 1900 W Roy, UT 84067 817.965.9586	
BID NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID									
1.01	CONTRACTOR QUALITY CONTROL PROGRAM	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 6,250.00	\$ 6,250.00	\$ -	\$ -
1.02	MOBILIZATION	LS	1	\$ 165,000.00	\$ 165,000.00	\$ 49,500.00	\$ 49,500.00	\$ 9,380.00	\$ 9,380.00
1.03	BARRICADES AND MARKINGS FOR PAVEMENT CLOSURES	LS	1	\$ 45,000.00	\$ 45,000.00	\$ 9,659.00	\$ 9,659.00	\$ 19,243.00	\$ 19,243.00
1.04	PREPARATION OF THE SAFETY PLAN COMPLIANCE DOCUMENT	LS	1	\$ 28,000.00	\$ 28,000.00	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -
1.05	PAVEMENT MARKING REMOVAL	SF	250	\$ 48.00	\$ 12,000.00	\$ 17.05	\$ 4,262.50	\$ 42.99	\$ 10,747.50
1.06	REFLECTIVE PAVEMENT MARKINGS	SF	150	\$ 100.00	\$ 15,000.00	\$ 22.73	\$ 3,409.50	\$ 77.82	\$ 11,673.00
1.07	NON-REFLECTIVE PAVEMENT MARKINGS	SF	150	\$ 33.33	\$ 4,999.50	\$ 22.73	\$ 3,409.50	\$ 77.82	\$ 11,673.00
1.08	DEMOLISH PBB, INSTALL NEW PBB, FIXED WALKWAY, AND GPU	LS	1	\$ 1,505,495.00	\$ 1,505,495.00	\$ 1,729,166.00	\$ 1,729,166.00	\$ 1,854,215.00	\$ 1,854,215.00
Subtotal Base Bid:				\$	1,825,494.50	\$	1,809,156.50		\$ 1,916,931.50
BID ALTERNATE 1: REFURBISHED FIXED WALKWAY									
A1.01	REFURBISHED FIXED WALKWAY IN LIEU OF NEW FIXED WALKWAY	LS	1	\$ (38,500.00)	\$ (38,500.00)	\$ -	\$ -	\$96,160.00	\$ 96,160.00
Subtotal Bid Alternate 1:					\$ (38,500.00)		\$ -		\$ 96,160.00
BID ALTERNATE 2: NEW PRECONDITIONED AIR UNIT									
A2.01	NEW PRECONDITIONED AIR UNIT	LS	1	\$ 110,500.00	\$ 110,500.00	\$ 240,972.00	\$ 240,972.00	\$128,035.00	\$ 128,035.00
Subtotal Bid Alternate 2:					\$ 110,500.00		\$ 240,972.00		\$ 128,035.00
SUMMARY OF BASE BID AND RECOMMENDED BID ALTERNATES									
Base Bid:				\$	1,825,494.50	\$	1,809,156.50	\$	1,916,931.50
Bid Alternate 2: (New PCA Unit)				\$	110,500.00	\$	240,972.00	\$	128,035.00
TOTAL BASE BID AND RECOMMENDED ALTERNATES:				\$	1,935,994.50	\$	2,050,128.50	\$	2,044,966.50



James McKenzie, P.E.
KSA Project Manager



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. C-A-5

Date: July 9, 2025

Subject: Request that the City Council consider authorizing the City Manager to approve a reconciliation change order that will increase the contract amount by \$2,102.47 and the release of final retainage payment in the amount of \$115,308.70 to Precision Civil, LLC for the Consent Decree Group 5 - Remedial Measures Pipeline by Reroute, Bid 23-053.

Item Reference: **Bid 23-053, Consent Decree, Civil Action No. 6:17-cv-29 effective April 10, 2017**

In 2017, the City of Tyler entered into a Consent Decree with the Environmental Protection Agency (EPA) to address the City's aging wastewater collection system and resulting discharges. The Consent Decree became effective on April 10, 2017. As a part of this Consent Decree, condition assessments are being performed on the sanitary sewer collection system. The assessments began in 2017; staff has elected to consolidate the inspections of the gravity mainlines from the allotted eight (8) year period to a seven (7) year period, and inspections of the manholes are spread out over a five (5) year period.

The project consists of the construction of approximately 13 sanitary sewer reroutes in 8 areas across the City of Tyler including approximately 4,502 linear feet pipe replacement by open cut, approximately 40 linear feet pipe replacement by directional drill, approximately 1,006 linear feet steel encasement by dry bore, approximately 115 linear feet steel encasement by open cut, and construction of 40 manholes and 1 wastewater access chamber assembly.

On September 1, 2023, the City Council authorized the award of the Consent Decree Group 5 - Remedial Measures Pipeline by Reroute, Bid 23-053. The original award amount was \$2,304,071.60. The rehabilitation work has been successfully completed at a total cost of \$2,306,174.07, resulting in the project being \$2,102.47 over the original contract amount.

Original Project Cost: \$2,304,071.60
Final Project Cost: \$2,306,174.07 (~.1% increase)

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to approve a reconciliation change order that will increase the contract amount by \$2,102.47 and the release of final retainage payment in the amount of \$115,308.70 to Precision Civil, LLC for the Consent Decree Group 5 - Remedial Measures Pipeline by Reroute, Bid 23-053.

Attachments:

[Group 5 Open Cut Re-Route Final RCO](#)

[Close Out Documents](#)

Drafted/Recommended By:

Department Leader

Tiffany Currie, P.E. Project Engineer / Kate Dietz, P.E. Director of
Utilities

Edited/Submitted By:

City Manager

RECONCILIATION CONTRACT CHANGE ORDER
CHANGE ORDER NO. #01

PROJECT NAME: Group 5 Open Cut Re-Route

DATE: 5/29/2025

CONTRACTOR: Precision Civil
ADDRESS:

BID NUMBER: 23-053

Item No.	Work Items	Qty	Units	Unit Price	SOV	Qty Complete	Amount	Difference in Bid Qty	Difference in Bid Amount
						to Date	Complete to Date		
1.01	Mobilization, Insurance, and Bonds	1	LS	\$129,590.00	\$ 129,590.00	1.00	\$ 129,590.00	0.00	\$ -
1.02	Barricades, Signs, and Traffic Handling	1	LS	\$55,775.00	\$ 55,775.00	1.00	\$ 55,775.00	0.00	\$ -
1.03	Right-of-Way Access Preparation Clearing, and Grubbing	1	LS	\$7,475.00	\$ 7,475.00	1.00	\$ 7,475.00	0.00	\$ -
1.04	Storm Water Pollution Prevention	1	LS	\$18,975.00	\$ 18,975.00	1.00	\$ 18,975.00	0.00	\$ -
1.05	Care of Water During Construction	1	LS	\$11,500.00	\$ 11,500.00	1.00	\$ 11,500.00	0.00	\$ -
1.06	Temporary Plugs and Bypass Pumping	1	LS	\$41,660.00	\$ 41,660.00	1.00	\$ 41,660.00	0.00	\$ -
1.07	Excavation Safety	1	LS	\$57,500.00	\$ 57,500.00	1.00	\$ 57,500.00	0.00	\$ -
1.08	Trench-Safety - Sanitary Sewer	4502	LF	\$4.60	\$ 20,709.20	4,502.00	\$ 20,709.20	0.00	\$ -
1.09	Gravity Sewer Line and Manhole Testing	1	LS	\$24,725.00	\$ 24,725.00	1.00	\$ 24,725.00	0.00	\$ -
1.10	Allowance for Miscellaneous Work	1	LS	\$175,000.00	\$ 175,000.00	0.00	\$ -	1.00	\$ 175,000.00
2.01	Post Construction CCTV Inspection	4,399	LF	\$3.50	\$ 15,396.50	3,847.00	\$ 13,464.50	552.00	\$ 1,932.00
2.02	Remove Existing Sewer Line and Install New 6-inch Sanitary Sewer Pipe	190	LF	\$97.00	\$ 18,430.00	210.00	\$ 20,370.00	(20.00)	\$ (1,940.00)
2.03	Remove Existing Sewer Line and Install New 8-inch Sanitary Sewer Pipe	335	LF	\$106.00	\$ 35,510.00	335.00	\$ 35,510.00	0.00	\$ -
2.04	Remove Existing Sewer Line and Install New 12-inch Sanitary Sewer Pipe	10	LF	\$130.00	\$ 1,300.00	10.00	\$ 1,300.00	0.00	\$ -
2.05	4-in SDR-26 PVC Sewer Service Line	133	LF	\$49.00	\$ 6,517.00	167.00	\$ 8,183.00	(34.00)	\$ (1,666.00)
2.06	6-in SDR-26 PVC Sewer Service Line	133	LF	\$54.00	\$ 7,182.00	97.00	\$ 5,238.00	36.00	\$ 1,944.00
2.07	8-in SDR-26 PVC Gravity Sewer Line	2,736	LF	\$72.00	\$ 196,992.00	2,706.00	\$ 194,832.00	30.00	\$ 2,160.00
2.08	10-inch SDR-26 PVC Gravity Sewer Line	715	LF	\$87.00	\$ 62,205.00	715.00	\$ 62,205.00	0.00	\$ -
2.09	6-inch Ductile Iron Pipe	10	LF	\$430.00	\$ 4,300.00	10.00	\$ 4,300.00	0.00	\$ -
2.10	8-inch Ductile Iron Pipe	230	LF	\$502.00	\$ 115,460.00	310.00	\$ 155,620.00	(80.00)	\$ (40,160.00)
2.11	8-in Restrained Joint C900 DR-18 PVC by Directional Drill	40	LF	\$772.00	\$ 30,880.00	0.00	\$ -	40.00	\$ 30,880.00
2.12	Concrete Enhancement for Sewer Line	10	LF	\$46.00	\$ 460.00	10.00	\$ 460.00	0.00	\$ -
2.13	Cut and Plug Existing Sewer Line	23	EA	\$345.00	\$ 7,935.00	24.00	\$ 8,280.00	(1.00)	\$ (345.00)
2.14	Remove and Dispose of Sewer Line	401	LF	\$40.00	\$ 16,040.00	401.00	\$ 16,040.00	0.00	\$ -
2.15	Full 6-inch Sewer Line with Flowable Fill	1,803	LF	\$17.10	\$ 30,831.30	1,615.00	\$ 27,616.50	188.00	\$ 3,214.80
2.16	Full 8-inch Sewer Line with Flowable Fill	969	LF	\$22.40	\$ 21,705.60	969.00	\$ 21,705.60	0.00	\$ -
2.17	14-inch Steel Encasement by Dry Bore	890	LF	\$438.00	\$ 389,820.00	870.00	\$ 381,060.00	20.00	\$ 8,760.00
2.18	18-inch Steel Encasment by Open Cut	35	LF	\$285.00	\$ 9,975.00	35.00	\$ 9,975.00	0.00	\$ -
2.19	18-inch Steel Encasement with Pipe Supports by Open Cut	80	LF	\$381.00	\$ 30,480.00	80.00	\$ 30,480.00	0.00	\$ -
2.20	18-inch Steel Encasement by Dry Bore	116	LF	\$621.00	\$ 72,036.00	116.00	\$ 72,036.00	0.00	\$ -
2.21	Service Line Reconnection	21	EA	\$1,170.00	\$ 24,570.00	21.00	\$ 24,570.00	0.00	\$ -
2.22	Abandon Existing Manhole	4	EA	\$1,725.00	\$ 6,900.00	4.00	\$ 6,900.00	0.00	\$ -
2.23	Remove and Dispose of Manhole	1	EA	\$1,725.00	\$ 1,725.00	1.00	\$ 1,725.00	0.00	\$ -
2.24	Remove and Replace 48-inch Diameter Manhole	14	EA	\$3,705.00	\$ 51,870.00	11.00	\$ 40,755.00	3.00	\$ 11,115.00
2.25	48-inch Diameter Manhole	10	EA	\$4,956.00	\$ 49,560.00	16.00	\$ 79,296.00	(6.00)	\$ (29,736.00)
2.26	48-inch Diameter Manhole on Existing Sewer Line	9	EA	\$5,323.00	\$ 47,907.00	8.00	\$ 42,584.00	1.00	\$ 5,323.00
2.27	48-inch Diameter Drop Manhole	4	EA	\$8,190.00	\$ 32,760.00	4.00	\$ 32,760.00	0.00	\$ -
2.28	Remove and Replace 48-inch Diameter Drop Manhole	1	EA	\$15,550.00	\$ 15,550.00	2.00	\$ 31,100.00	(1.00)	\$ (15,550.00)
2.29	48-inch Diameter Drop Manhole on Existing Sewer Line	2	EA	\$7,847.00	\$ 15,694.00	1.00	\$ 7,847.00	1.00	\$ 7,847.00
2.30	Connect to Existing Sewer Line	24	EA	\$651.00	\$ 15,624.00	26.00	\$ 16,926.00	(2.00)	\$ (1,302.00)
2.31	Connect to Existing Sanitary Sewer Vault	1	EA	\$584.00	\$ 584.00	1.00	\$ 584.00	0.00	\$ -
2.32	Construct Wastewater Access Chamber Assembly	1	EA	\$4,114.00	\$ 4,114.00	1.00	\$ 4,114.00	0.00	\$ -
2.33	Remove, Salvage, and Reinstall Sign Assembly	2	EA	\$863.00	\$ 1,726.00	2.00	\$ 1,726.00	0.00	\$ -
2.34	4-in Wide White Pavement Marking	108	LF	\$11.50	\$ 1,242.00	108.00	\$ 1,242.00	0.00	\$ -
2.35	Remove and Replace Directional ADA Ramp with Detectable Warning Surface	1	EA	\$5,175.00	\$ 5,175.00	2.00	\$ 10,350.00	(1.00)	\$ (5,175.00)
2.36	Type R Modified Rock Rip-Rap	200	CY	\$194.00	\$ 38,800.00	200.00	\$ 38,800.00	0.00	\$ -
2.37	Foundation Material for Unsuitable Soil	313	CY	\$96.60	\$ 30,235.80	313.00	\$ 30,235.80	0.00	\$ -
2.38	Utility Box Conflict	0	EA	\$14,850.00	\$ -	1.00	\$ 14,850.00	(1.00)	\$ (14,850.00)
2.39	6" Type C HMAC	0	SY	\$103.65	\$ -	100.00	\$ 10,365.00	(100.00)	\$ (10,365.00)
3.01	Sawcut and Repair Asphalt Pavement	2,590	SY	\$69.90	\$ 181,041.00	2,890.00	\$ 202,011.00	(300.00)	\$ (20,970.00)
3.02	Sawcut and Repair Concrete Pavement	427	SY	\$142.95	\$ 61,039.65	693.00	\$ 99,064.35	(266.00)	\$ (38,024.70)
3.03	Sawcut and Repair Concrete Sidewalk	132	SY	\$140.65	\$ 18,565.80	132.00	\$ 18,565.80	0.00	\$ -
3.04	Sawcut and Repair Concrete Curb and Gutter	236	LF	\$51.25	\$ 12,095.00	326.00	\$ 16,707.50	(90.00)	\$ (4,612.50)
3.05	Sawcut and Repair Concrete Curb	83	LF	\$51.25	\$ 4,253.75	83.00	\$ 4,253.75	0.00	\$ -
3.06	Unpaved Groundcover Repair	2,540	SY	\$26.25	\$ 66,675.00	1,895.00	\$ 49,743.75	645.00	\$ 16,931.25
3.07	Sod or Hydromulch Unpaved Groundcover	0	SY	\$9.00	\$ -	1,881.00	\$ 16,929.00	(1881.00)	\$ (16,929.00)
4.01	Service Line Reconnection for 4525 Old Bullard Rd	0	LS	\$22,003.90	\$ -	1.00	\$ 22,003.90	(1.00)	\$ (22,003.90)
5.01	Hauling Trash & Furniture from Creek and Fees for Proper Disposal	0	LS	\$1,950.00	\$ -	1.00	\$ 1,950.00	(1.00)	\$ (1,950.00)
6.01	City requested reimbursement fto contractor for payment of Berry Irrigation invoice	0	LS	\$335.58	\$ -	1.00	\$ 335.58	(1.00)	\$ (335.58)
7.01	Mink Plumbing invoice for gas service line repair then replacement of gas line to be	0	LS	\$13,605.11	\$ -	1.00	\$ 13,605.11	(1.00)	\$ (13,605.11)
8.01	Furnish and Install 6' tall black chain link fence w/ 12' wide double vehicular gate	0	LF	\$39.50	\$ -	163.00	\$ 6,438.50	(163.00)	\$ (6,438.50)
9.01	Sawcut, Remove and Replace 24in thick type C asphalt pavement	0	SY	\$255.00	\$ -	27.00	\$ 6,885.00	(27.00)	\$ (6,885.00)
9.02	Construct External Drop Connection on Existing Manhole	0	EA	\$5,734.00	\$ -	1.00	\$ 5,734.00	(1.00)	\$ (5,734.00)
9.03	Irrigation Repair Compensation for Area 1 Segment 1 & 2, Area 2 Segment 2	0	LS	\$8,632.23	\$ -	1.00	\$ 8,632.23	(1.00)	\$ (8,632.23)
					\$ 2,304,071.60		\$ 2,306,174.07		\$ 2,102.47

Original contract price: 2,304,071.60
Change in contract price from previous change orders:
Change in contract price due to this change order: \$2,102.47
Adjusted contract price to date: 2,306,174.07 0.1%

Original contract end date / days:
Change in contract days from previous change orders:
Change in contract days due to this change order:
Adjusted contract days to date:

RECOMMENDED FOR APPROVAL: Kate Dietz, P.E.
Director of Utilities

Date

ACCEPTED: Precision Civil
Contractor

Date

REVIEWED: City Attorney's Office

Date

APPROVED: Edward Broussard
City Manager

Date

AGENDA ITEM NUMBER: _____

DATE APPROVED BY COUNCIL: 6/25/2025

Section 12 CONTRACTOR'S AFFIDAVIT OF BILLS PAID

THE STATE OF TEXAS

§

§

§

**CONTRACTOR'S
AFFIDAVIT OF BILLS PAID
CAPITAL IMPROVEMENT PROJECT (CIP)
CONTRACTS**

COUNTY OF SMITH

§

§

Tex. Prop. Code Ann. § 53.085(a)

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

I, Jesse Wilson [Name of Affiant], do solemnly swear or affirm that I am the legal representative of Precision Civil, LLC [Contractor's Company / Corporation Name], the City of Troup, the County of Smith, the State of Texas, and that the work for the construction of the project designated below has been satisfactorily completed:

**City of Tyler Bid
Number**

23-053

Project Name

Consent Decree Group 5 – Remedial Measures Pipeline by Reroute

Additionally, I do solemnly swear or affirm:

☒ All bills for materials, supplies, apparatus, fixtures, machinery, labor, subcontractors, laborers and materialmen used in connection with the construction of this project have been fully paid.

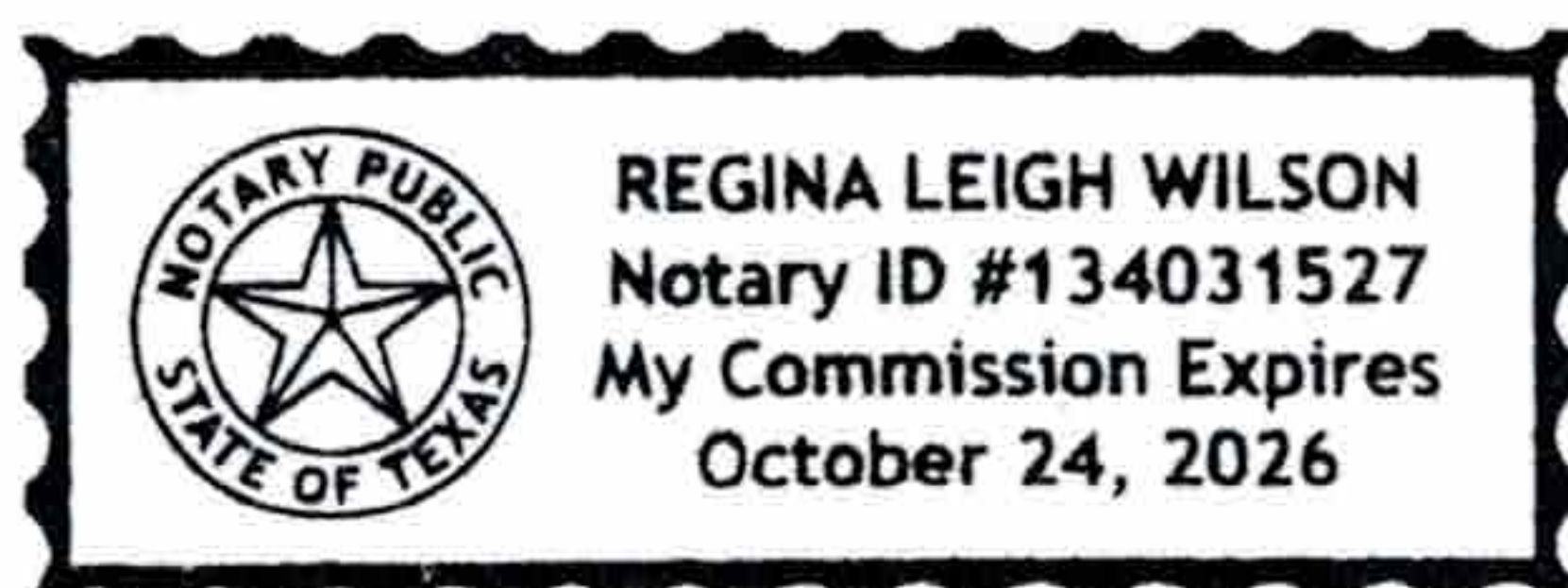
OR

☐ The following bills have **not** been fully paid (☐ attach additional pages if necessary):

<u>Name</u>	<u>Amount</u> <u>Owed</u>	<u>Telephone</u>	<u>Address</u>
	\$		
	\$		
	\$		

[Signature]
Signature of Contractor

Sworn to and subscribed before me by Affiant on the 5th day of June, 2025.



Regina Wilson
Notary Public In and For The State of Texas

Regina Wilson

My Commission Expires: 10/24/2026

Notary's Printed Name

Section 14 WAIVER AND RELEASE

THE STATE OF TEXAS § **CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT**

 §

 § **PURSUANT TO**

 §

 § **AGREEMENT**

 § **AND/OR**

COUNTY OF SMITH § **PURSUANT TO TEX. PROPERTY CODE § 53.284**

 § **FORMS FOR WAIVER AND RELEASE OF LIEN OR PAYMENT**

 § **BOND CLAIM**

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

City of Tyler Bid 23-053
Number

Project Name Consent Decree Group 5 – Remedial Measures Pipeline by Reroute

On receipt by the signer of this document of a check from City of Tyler *[Maker of Check]* in the sum of \$ 115,308.70 payable to Precision Civil, LLC *[Payee(s) of Check]* and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Tyler *[Owner]* located at City of Tyler *[Location]* to the following extent: Remedial Measures Pipeline by Reroute *[Job Description]*.

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to Precision Civil, LLC *[Person with Whom Signer Contracted]*.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date 6/5/2025
Precision Civil, LLC (Company name)

By  (Signature)
President (Title)



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. C-A-6

Date: July 9, 2025

Subject: Request that the City Council consider authorizing the City Manager to approve a reconciliation change order that will decrease the contract amount by \$21,651.51 and the release of final retainage payment in the amount of \$11,817.44 to Zone Industries for the Consent Decree Gilley & Greenbriar Lift Station Bypass Pumps.

Item Reference: **Consent Decree, Civil Action No. 6:17-cv-29 effective April 10, 2017**

The City of Tyler has entered into a Consent Decree with the United States Environmental Protection Agency (EPA) and the Texas Commission on Environmental Quality (TCEQ), effective April 10, 2017. As such, the City is required to access and perform assessments of its sanitary sewer collection system assets, e.g. manholes, gravity mains, lift stations, force mains, and air-release valves (ARVs).

KSA studied the capacity at Gilley Creek and Greenbriar Lift Stations recommended under the City of Tyler Consent Decree. The study indicated that both lift stations do not have sufficient pumping capacity for current flow conditions. The immediate solution for increasing pumping capacity is to install trailer mounted pumps at both lift station locations.

On July 10, 2024, the City Council authorized the award of A BuyBoard contract to quickly and efficiently address the capacity issues. The original contract amount was \$612,523.64. The rehabilitation work has been successfully completed at a total cost of \$590,872.13, resulting in the project being \$21,651.51 under the original contract amount.

Original Project Cost: \$612,523.64
Final Project Cost: \$590,872.13 (~3.5% decrease)

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to approve a reconciliation change order that will decrease the contract amount by \$21,651.51 and the release of final retainage payment in the amount of \$11,817.44 to Zone Industries for the Consent Decree Gilley & Greenbriar Lift Station Bypass Pumps.

Attachments:

[Final RCO](#)
[Close Out Documents](#)

Drafted/Recommended By:
Department Leader

Tiffany Currie, P.E. Project Engineer / Kate Dietz, P.E. Director of
Utilities

Edited/Submitted By:
City Manager

RECONCILIATION CONTRACT CHANGE ORDER
CHANGE ORDER NO. #01

PROJECT NAME: Gilley & Greenbriar Lift Station Pumps

DATE: 5/29/2025

CONTRACTOR: Zone Industries
 ADDRESS:

BuyBoard Number 672-22

<u>Item No.</u>	<u>Work Items</u>	<u>Qty</u>	<u>Units</u>	<u>Unit Price</u>	<u>SOV</u>	<u>Qty Complete to Date</u>	<u>Amount Complete to Date</u>	<u>Difference in Bid Qty</u>	<u>Difference in Bid Amount</u>
1	MOBILIZATION, INSURANCE AND BONDS	1	LS	\$17,500.00	\$ 17,500.00	1.00	\$ 17,500.00	0.00	\$ -
2	GILLEY CREEK LS BYPASS PUMP, PIPING, ETC.	1	LS	\$280,656.82	\$ 280,656.82	1.05	\$ 293,481.82	(0.05)	\$ 12,825.00
3	GREENBRIAR LS BYPASS PUMP, PIPING, ETC.	1	LS	\$314,366.82	\$ 314,366.82	0.89	\$ 279,890.31	0.11	\$ (34,476.51)
					\$ 612,523.64		\$ 590,872.13		\$ (21,651.51)

Original contract price: 612,523.64
 Change in contract price from previous change orders:
 Change in contract price due to this change order: (21,651.51)
Adjusted contract price to date: 590,872.13 -3.5%

Original contract end date / days:
 Change in contract days from previous change orders:
 Change in contract days due to this change order:
Adjusted contract days to date:

RECOMMENDED FOR APPROVAL: Kate Dietz, P.E.
 Director of Utilities

_____ Date

ACCEPTED: Zone Industries
 Contractor

_____ Date

REVIEWED:
 City Attorney's Office

_____ Date

APPROVED: Edward Broussard
 City Manager

_____ Date

AGENDA ITEM NUMBER: _____

DATE APPROVED BY COUNCIL: _____

Section 12 CONTRACTOR'S AFFIDAVIT OF BILLS PAID

THE STATE OF TEXAS

§
§
§

CONTRACTOR'S AFFIDAVIT OF BILLS PAID CAPITAL IMPROVEMENT PROJECT (CIP) CONTRACTS

COUNTY OF SMITH

§
§

Tex. Prop. Code Ann. § 53.085(a)

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

I, Paul Mergenhausen [Name of Affiant], do solemnly swear or affirm that I am the legal representative of Zone Industries, LLC [Contractor's Company / Corporation Name], the City of Spring, the County of Harris, the State of Texas, and that the work for the construction of the project designated below has been satisfactorily completed:

**City of Tyler Bid
Number
Project Name**

BuyBoard Contract No. 672-22
Gilley & Greenbriar Lift Station Bypass Pumps

Additionally, I do solemnly swear or affirm:

☒ All bills for materials, supplies, apparatus, fixtures, machinery, labor, subcontractors, laborers and materialmen used in connection with the construction of this project have been fully paid.

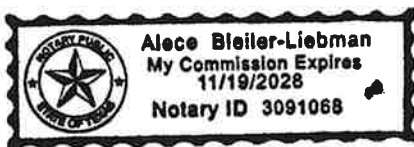
OR

☐ The following bills have **not** been fully paid (☐ attach additional pages if necessary):

Name	Amount Owed	Telephone	Address
	\$		
	\$		
	\$		

Paul Mergenhausen
Signature of Contractor

Sworn to and subscribed before me by Affiant on the 15 day of May, 2025.



Alece Bleiler-Liebman
Notary Public In and For The State of Texas

My Commission Expires: _____

Notary's Printed Name

Section 14 WAIVER AND RELEASE

THE STATE OF TEXAS § **CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT**

§
§
§
§
§
§

PURSUANT TO

AGREEMENT

AND/OR

COUNTY OF SMITH §

**PURSUANT TO TEX. PROPERTY CODE § 53.284
FORMS FOR WAIVER AND RELEASE OF LIEN OR PAYMENT
BOND CLAIM**

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

**City of Tyler Bid
Number**

BuyBoard Contract No. 672-22

Project Name

Gilley & Greenbriar Lift Station Bypass Pumps

On receipt by the signer of this document of a check from City of Tyler [Maker of Check] in the sum of \$ 11,560.94 payable to Zone Industries, LLC [Payee(s) of Check] and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Tyler [Owner] located at 10960 Greenbriar Road, Tyler, TX 75709, 9496 Old Bascom Rd., Tyler, TX 75703 [Location] to the following extent: Environmental Products [Job Description].

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to City of Tyler [Person with Whom Signer Contracted].

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

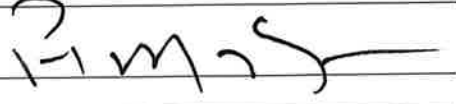
The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date May 29, 2025

Zone Industries, LLC

(Company name)

By
CFO



(Signature)
(Title)