CITY COUNCIL AGENDA

Wednesday, August 27, 2025
9:00 am

CITY OF TYLER
A Natural Beauty

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

CITY COUNCIL MEETING AGENDA

CITY COUNCIL CHAMBERS - CITY HALL

City Hall, City Council Chambers
212 N. Bonner Avenue, 2nd Floor
Tyler, Texas
Follow us on Facebook Live at:
https://www.facebook.com/CityofTylerTexas/
Wednesday, August 27, 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 July 9, 2025.

AWARDS

Request that the City Council consider recognizing the following employee for his years of service and commitment to the City of Tyler. He represents 25 years of service with the City of Tyler.

Timothy Cravens, Construction Superintendent, 25 years of service

ZONING

Z-1 PD25-014 MEZAYEK BUILDING LTD (2571 WEST GRANDE BOULEVARD)
Request that the City Council consider adoption of an Ordinance approving a zone change from AG, Agricultural District to PMF, Planned Multi-Family District with a final site plan.

Z-2 C25-003 MARCUS WYNNE AND STEPHANIE MURPHY (AN UNIMPROVED ALLEY RIGHT-OF-WAY)
Request that the City Council consider adoption of an Ordinance approving the closure of an unimproved alley right-of-way adjacent to 1907 North Glenwood Boulevard.

Z-3 Z25-017 TUAN ANH VO (935 SOUTH PEACH AVENUE)
Request that the City Council consider adoption of an Ordinance approving a zone change from R-1B, Single-Family Residential District to R-2, Two-Family Residential District.

Z-4 PD25-017 GENECOV PROPERTIES INC (8667 SOUTH BROADWAY AVENUE)
Request that the City Council consider adoption of an Ordinance approving a PMXD-1, Planned Mixed-Use District-1 final site plan amendment.

Z-5 PD25-016 GENECOV PROPERTIES INC (302 WEST CUMBERLAND ROAD)
Request that the City Council consider adoption of an Ordinance approving a zone change from AG, Agricultural District to PMXD-1, Planned Mixed-Use District-1 with final site plan.

Z-6 S25-002 GENECOV PROPERTIES INC (8667 SOUTH BROADWAY AVENUE AND 302 WEST CUMBERLAND ROAD)
Request that the City Council consider adoption of a Special Use Permit to allow for fuel sales.

Z-7 A25-001 LC QOZB LP (4344 MACNAB DRIVE)

Request that the City Council consider adoption of an Ordinance approving the voluntary annexation of approximately 3.55 acres of land lying adjacent to the present boundary limits of the City of Tyler, located at the southeast intersection of Old Omen Road and Huntingtower Drive. Also consider recommending:
A. The new boundary of the City Limits.
B. The new boundary of the City Council District #5.
C. The new boundary of the Tyler Extraterritorial Jurisdiction upon consent.
D. That the City Manager be authorized to sign a written agreement for provision of City services per Texas Local Government Code Section 43.0672.
E. Amendment of the Future Land Use Guide to reflect Townhome/Garden Apartment.
F. Establishment of original zoning of PMF, Planned Multi-Family Residential District with final site plan.

Z-8 PD25-015 LC QOZB LP (4344 MACNAB DRIVE)
Request that the City Council consider adoption of an Ordinance approving a zone change from R-1A, Single-Family Residential District to PMF, Planned Multi-Family District with final site plan.

HEARING

H-1 Request that the City Council consider conducting a public hearing on the proposed Fiscal Year 2025-2026 Annual Budget and on the proposed property tax rate of $0.236452 per $100 of taxable property value.

MISCELLANEOUS

M-1 Request that the City Council consider accepting the annual review of City of Tyler property tax abatements regarding Hood Flexible Packaging and Trane Technologies.

M-2 Request that the City Council consider authorizing the City Manager to sign the Chapter 380 Economic Development Incentive Agreement between the City of Tyler and Tyler Hotel Partners, LP for development of a full-service hotel to be located in Downtown Tyler, Texas.

CONSENT

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

C-A-1 Request that the City Council consider authorizing the City Manager to extend the Agreement for Disaster Debris Monitoring and Management Services with Thompson Consulting Services LLC.

C-A-2 Request that the City Council consider authorizing the City Manager to extend the Agreement for Disaster Debris Removal Reduction, Disposal, and other Emergency Debris-Related Services with Crowder Gulf Disaster Recovery & Debris Management as the primary and Ceres Environmental Services as a secondary vendor.

C-A-3 Request that the City Council consider authorizing the City Manager to extend the Agreement for Grant Writing and Administrative Services for the DR-4781-TX Texas Severe Storms, Straight Line Winds, Tornadoes, and Flooding with Traylor & Associates Incorporated for one year beginning October 1, 2025.

C-A-4 Request that the City Council consider reviewing and accepting the Investment Report for the quarter ending June 30, 2025.

C-A-5 Request that the City Council consider authorizing the City Manager to execute a reconciliation change order that will increase the contract amount by $37,223.70 and the release of final retainage payment in the amount of $9,421.13, with Advanced Water Well Technologies, for additional services related to the Well Survey Phase 2 project (Buyboard Contract #672-22).

C-A-6 Request that the City Council consider authorizing the City Manager to execute a contract with Cactus Abatement & Demolition, LLC., for the demolition of substandard structures in accordance with request for qualifications, bid #25-044.

C-A-7 Request that the City Council consider authorizing the application for and the acceptance of Federal Transit Administration funding that is passed through a Texas Department of Transportation (TxDOT) Grant to use for Tyler Transit Urbanized Area (UZA) in the amount of $200,000 along with the acceptance of $40,000 in Transportation Development Credits (TDC).

C-A-8 Request that the City Council consider authorizing the application for and the acceptance of a Texas Department of Transportation (TxDOT) Grant for Urban State Funds to use for Tyler Transit in the amount of $414,930.

C-A-9 Request that the City Council consider authorizing the City Manager to enter into an amended agreement with Northchase Development LLC to reimburse costs (not to exceed $1,200,000) associated with East Maple Estates Unit 1 infrastructure improvements in conjunction with the adopted Tax Increment Reinvestment Zone #3 Project and Financing Plan.

C-A-10 Request that the City Council consider reviewing and approving the Smith County 911 District Budget for the Fiscal Year beginning October 1, 2025 and ending September 30, 2026.

C-A-11 Request that the City Council consider reviewing and accepting the Revenue and Expenditure Report for the period ending June 30, 2025.

CITY MANAGER'S REPORT

EXECUTIVE SESSION

The City Council may go into Executive Session regarding any item posted on the Agenda as authorized by Title 5, Chapter 551 of the Texas Government Code. Notice is hereby given that the City Council may go into Executive Session in accordance with the following provision of the Government Code: Under Texas Gov't Code Section 551.087 "Economic Development", deliberation regarding the following: Possible offer of financial or other incentive to Tyler Hotel Partners LP, and consider financial and other information regarding the proposed development of a full-service hotel in Downtown Tyler, Texas with which the City is conducting economic

development negotiations that could lead to a partnership in Tyler. Any final action by the City Council will be taken in open session.

ADJOURNMENT

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

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

Mayor:	Don Warren
Mayor Pro Tem:	Lloyd Nichols
Councilmembers:	Stuart Hene
	Petra Hawkins
	Shonda Marsh
	James Wynne
	Brad Curtis
City Manager:	Edward Broussard
Deputy City Manager:	Stephanie Franklin
City Attorney:	Deborah G. Pullum
Deputy City Attorney:	Steve Kean
Director of Organizational Development:	Regina Y. Moss
Planning Director:	Kyle Kingma
Chief Information Officer:	Benny Yazdanpanahi
City Fire Chief:	David Coble
City Librarian:	Ashley Taylor
Manager Wastewater Treatment Systems:	Mike Norris
Police Chief:	Jimmy Toler
Traffic Engineer:	Cameron Williams
Director of Parks & Recreation:	Leanne Robinette
Director of Solid Waste, Transit:	Leroy Sparrow
City Clerk:	Cassandra Brager

INVOCATION

The Invocation was given by Mayor Warren.

MINUTES

Motion by Councilmember Wynne to approve the May 28, 2025 minutes; seconded by Councilmember Hawkins; motion carried 7 - 0 & approved as presented.

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-2025-41)**

Mark Lord, Executive Director, Lornonda Brown, Metro Track Club, and Wade Washmon were all in attendance to support the Resolution and ask the City Council for their blessing in considering adopting a Resolution expressing

support for the submission of an intent to bid to host the Texas Amateur Athletic Federation Summer Games of Texas 2029-2030.

Mayor Warren -Stated that he had the opportunity to meet with these three guys last night, with Wade and Coach Brown, and Mark. And I think the main thing that may be on everybody's mind is, is there, at this point in the game, a financial commitment on behalf of the City? And the answer is no. All we are doing if we sign this letter of support is throwing our name in the hat as a candidate to possibly be a host City, so it's no commitment on our part other than it's something that we would support that could happen in 29 and 30.

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

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. **(R-2025-42)**

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

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. **(O-2025-39)**

Motion by Councilmember Hawkins; seconded by Councilmember Hene; motion carried 7 - 0 & approved as presented.

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.

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

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.

District 1 - will serve until May 2027 – Thomas Smith

District 3 - will serve until May 2027 – Archie Castleberry
District 4 - will serve until May 2028 – Ron Schoenbrun
District 5 - will serve until May 2027 – Bob Westbrook

Motion by Mayor Pro Tem Nichols to appoint the slate of names mentioned; seconded by Councilmember Curtis; 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 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.

Motion by Councilmember Curtis to approve the entire Consent Agenda as presented; seconded by Councilmember Wynne; motion carried 7 - 0 & approved as presented.

CITY MANAGER'S REPORT

1. Mayor, Council, it's kind of odd that sometimes it's rare for us to see kudos on the Rants and Raves social media stuff. But there was one, our Gallery Main Street's newest exhibit, the Caldwell Zoo Wild Expressions, was an exception. And the first kudos went on to talk about the fact that, "I went to the Plaza Building in Downtown Tyler to see the art exhibit that some animals at the Caldwell Zoo painted. It was worth the trip to see them; they have all sold, and we picked up after the exhibit closed. All the money goes to the Zoo to help with the upkeep of the animals." If you haven't been through Plaza Tower to see the paintings that our local elephants, different penguins, giraffes, etc. have a ton. It actually is kind of pretty impressive. We have some very artistic animals at the Caldwell Zoo. This is a great opportunity to network with Caldwell Zoo and to show off kind of their highlights as well as to be able to have that up as an art exhibit. And they were true, pretty much everything out there has been sold out, our human artists are jealous.
2. Tyler Beautiful hosted Bee Day in the garden on June 21st of the Goodman LeGrand Museum, marking the fourth year of this buzzing celebration. Previously held at the Tyler Rose Garden, the event has found a new home at the Goodman since the relocation of the Observation Hive in early 2024. So, families enjoyed local vendors, kids' activities, pollinator-themed crafts, educational booths, and treats from local food trucks. The event served as a celebration and a learning opportunity about our bees here in the community.
3. The Texas Water Development Board has taken a proactive approach in helping Tyler Water Utilities with a Volumetric and Sedimentation Survey. As part of the survey, Project Engineer, Nikki Ingram participated in a video sharing how the project will help Tyler Water Utilities look at the long-term future of Lake Tyler and what kind of infrastructure improvements we need to make around the Lake. For more information you can visit our website, and actually the Texas Water Development Board's Website to learn more about the Lake Tyler Hydro Survey which will provide important reservoir data to the City of Tyler.
4. Then finally the annual July 4 celebration at Lindsey Park was a success despite the crazy weather that popped up right there at the very end. Thousands of people gathered to enjoy the game area, food vendors, DJ, and of course, the fireworks display. Thank you to all the hard-working city staff that we had to help make this possible, to the planning and execution on July 4th. This truly was a team effort. We had Parks, Police, Fire, Transit, and Solid Waste to make sure this was an incredible event for our citizens and for our community.

ADJOURNMENT

Motion by Councilmember Wynne to adjourn the meeting at 9:30 a.m.; seconded by Councilmember Hene; motion carried 7 - 0 & approved as presented.

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

A T T E S T:

_____
CASSANDRA BRAGER, CITY CLERK

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. A-1

Date: August 27, 2025

Subject: Request that the City Council consider recognizing the following employee for his years of service and commitment to the City of Tyler. He represents 25 years of service with the City of Tyler. Timothy Cravens, Construction Superintendent, 25 years of service

Item Reference:

Request that the City Council consider recognizing the following employee for his years of service and commitment to the City of Tyler. He represents 25 years of service with the City of Tyler.

Timothy Cravens, Construction Superintendent, 25 years of service

RECOMMENDATION:

Request that the City Council consider recognizing the following employee for his years of service and commitment to the City of Tyler. He represents 25 years of service with the City of Tyler.

Attachments:
August 2025 Service Award CC

Drafted/Recommended By:
Department Leader Regina Y. Moss, Director Organizational Development

Edited/Submitted By:
City Manager

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: **A-1**

Date: **August 27, 2025**

Subject: **Award for August 27, 2025**

Page: **Page 1 of 1**

Item Reference: **Service Award**

We would like to recognize the following employee for his years of service and commitment to the City of Tyler. At this important milestone, we express our sincere appreciation for your dedication and for the special contribution you make to our organization. He represents **25** years of service with the City of Tyler.

Service Awards

Date of Hire	First Name	Last Name	Title	Department	Years of Service
08/01/2000	Timothy	Cravens	Construction Superintendent	Wastewater Collection	25

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

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-1

Date: August 27, 2025

Subject: PD25-014 MEZAYEK BUILDING LTD (2571 WEST GRANDE BOULEVARD) Request that the City Council consider adoption of an Ordinance approving a zone change from AG, Agricultural District to PMF, Planned Multi-Family District with a final site plan.

Item Reference:

The applicant is requesting the zone change specifically and exclusively develop a multi-family housing development on a 23.33 acre portion of Tract 19A of ABST A0624 M University, one tract of land containing approximately 33.53 acres located at the southeast intersection of Crow Road and Oak Hill Boulevard (A 23.33 acre portion of 2571 West Grande Boulevard).

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

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

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

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

a. A variety of housing types, employment opportunities, or commercial services to

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

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

The adjacent properties to the north are zoned PUR, Planned Unit Residential, PMF, Planned Multi-Family District, and are developed with multi-family and single-family homes. The adjacent properties to the east are C-2 General Commercial District and AG, Agricultural District, and are undeveloped or developed with commercial use. The adjacent properties to the south are zoned C-1, Light Commercial District, and C-2, General Commercial District, and are undeveloped. The adjacent property to the west is zoned PMF, Planned Multi-Family District, and is undeveloped.

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

The applicant is requesting the zone change to develop a multi-family housing development. The site plan proposes 126 attached townhomes at a density of 5.4 units per acre. Construction of the subdivision will occur in two phases. The proposed setbacks for the development are 20 feet in the front, ten feet on the rear, and zero feet on the interior side and ten feet on side corner lots. The maximum height is 42 feet. The separation between the buildings is ten feet. Signage, Landscaping, and parking will comply with the Unified Development Code.

On August 5, 2025, the Planning and Zoning Commission held a public hearing for this request. One neighbor expressed a concern with additional traffic in the area from more development.

As of Friday, August 22, 2025, of the 11 notices mailed, one notice was returned in favor and two were returned in opposition to the request for a total protest calculation of 1.25 percent. The opposition stated concerns about traffic and density.

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

RECOMMENDATION:

The Planning and Zoning Commission by a 7-0 vote recommends approval of the zone change from AG, Agricultural District to PMF, Planned Multi-Family District with a final site plan.

Attachments:
Ordinance

Location Map
Future Land Use Guide Map
Protest Map

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

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2025-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CHANGING THE ZONING FROM AG, AGRICULTURAL DISTRICT TO PMF, PLANNED MULTI-FAMILY RESIDENTIAL DISTRICT WITH FINAL SITE PLAN ON A 23.33 ACRE PORTION OF TRACT 19A OF ABST A0624 M UNIVERSITY, ONE TRACT OF LAND CONTAINING APPROXIMATELY 33.53 ACRES LOCATED AT THE SOUTHEAST INTERSECTION OF CROW ROAD AND OAK HILL BOULEVARD (A 23.33 ACRE PORTION OF 2571 WEST GRANDE BOULEVARD); DIRECTING THE AMENDMENT OF THE ZONING MAP; DIRECTING THE AMENDMENT OF THE FUTURE LAND USE GUIDE; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

I. APPLICATION PD25-014

That the following described property, which has heretofore been zoned AG, Agricultural District, shall hereafter bear the zoning classification of "PMF", Planned Multi-Family Residential District with final site plan, to wit:

> On a 23.33 acre portion of Tract 19A of ABST A0624 M University, one tract of land containing approximately 33.53 acres located at the southeast intersection of Crow Road and Oak Hill Boulevard (A 23.33 acre portion of 2571 West Grande Boulevard) and in accordance with the Final Site Plan in Exhibit "A" attached hereto and incorporated herein.

PART 2: That the City Manager is hereby ordered and directed to cause the zoning map to be amended to reflect the above described zoning and the Future Land Use Guide to reflect Townhouse/Garden Apartment.

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

PART 4: That any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine as provided in Section 1-4 of the Tyler Code. Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Since this ordinance has a penalty for violation, it shall not become effective until after its publication in the newspaper as provided by Section 85 of the Charter of the City of Tyler, Texas, which date is expected to be August 29th, 2025.

PASSED AND APPROVED this the 27th day of August A.D., 2025.

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

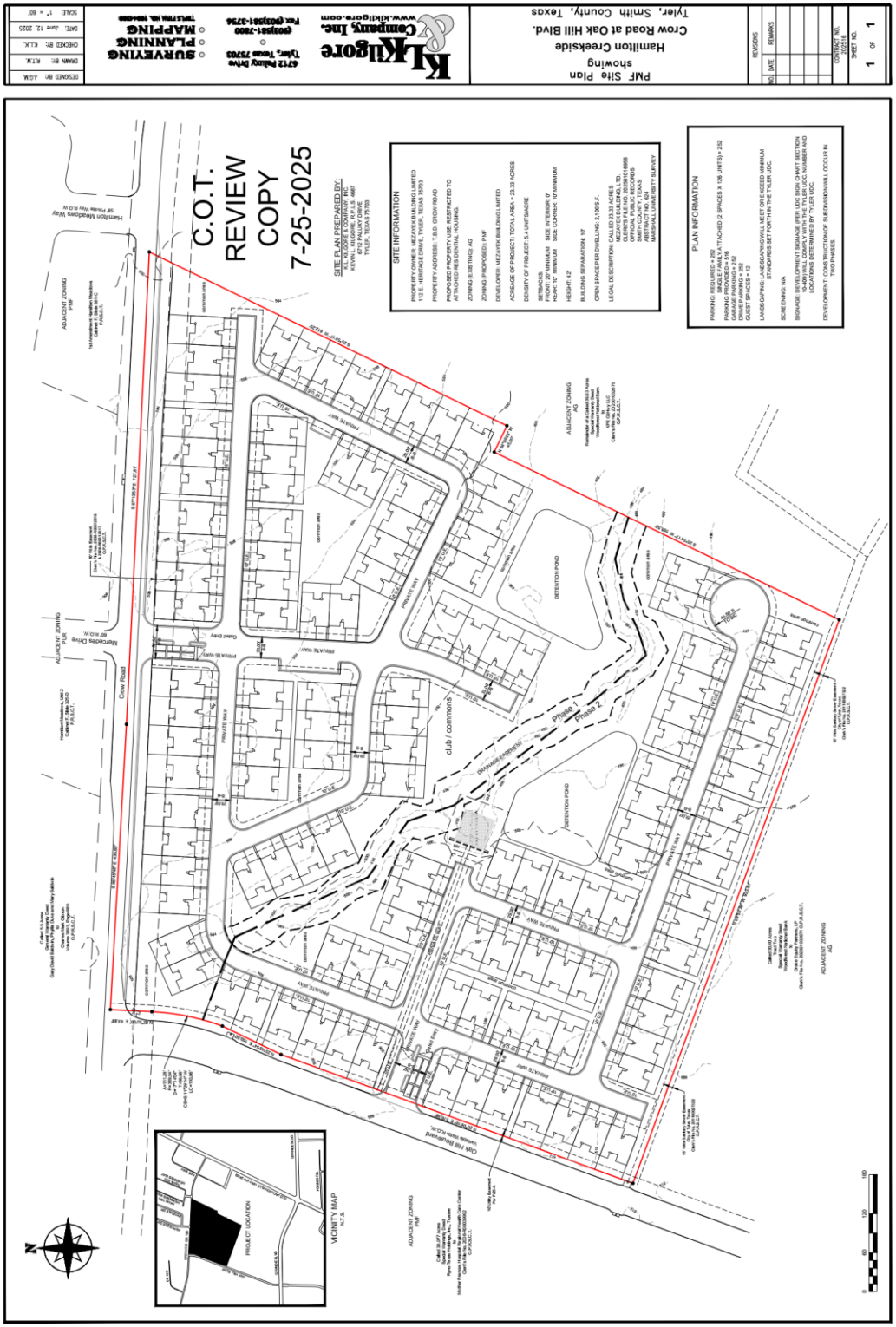
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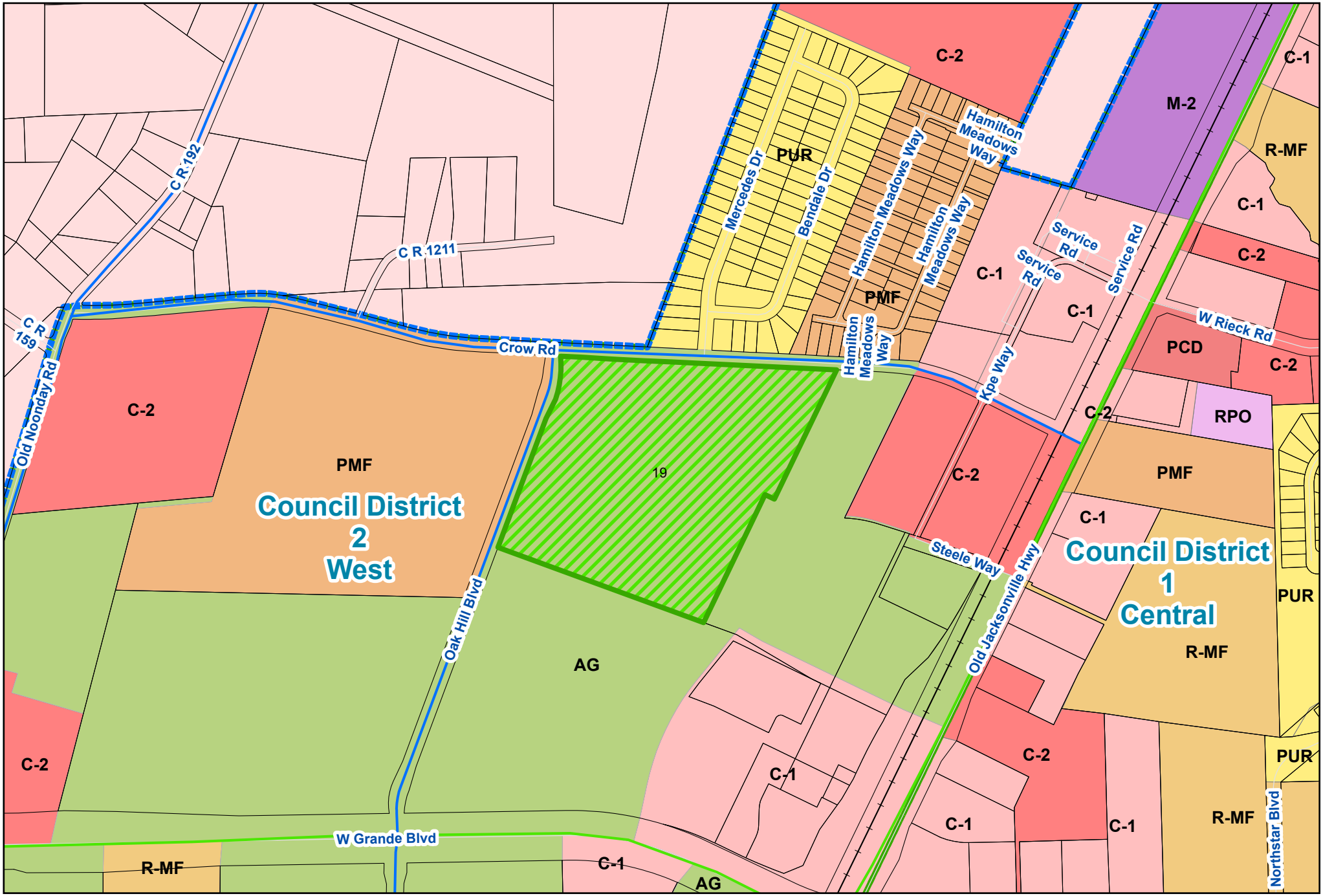
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CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

ORDINANCE NO. O-2025-
EXHIBIT "A"
FINAL SITE PLAN





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

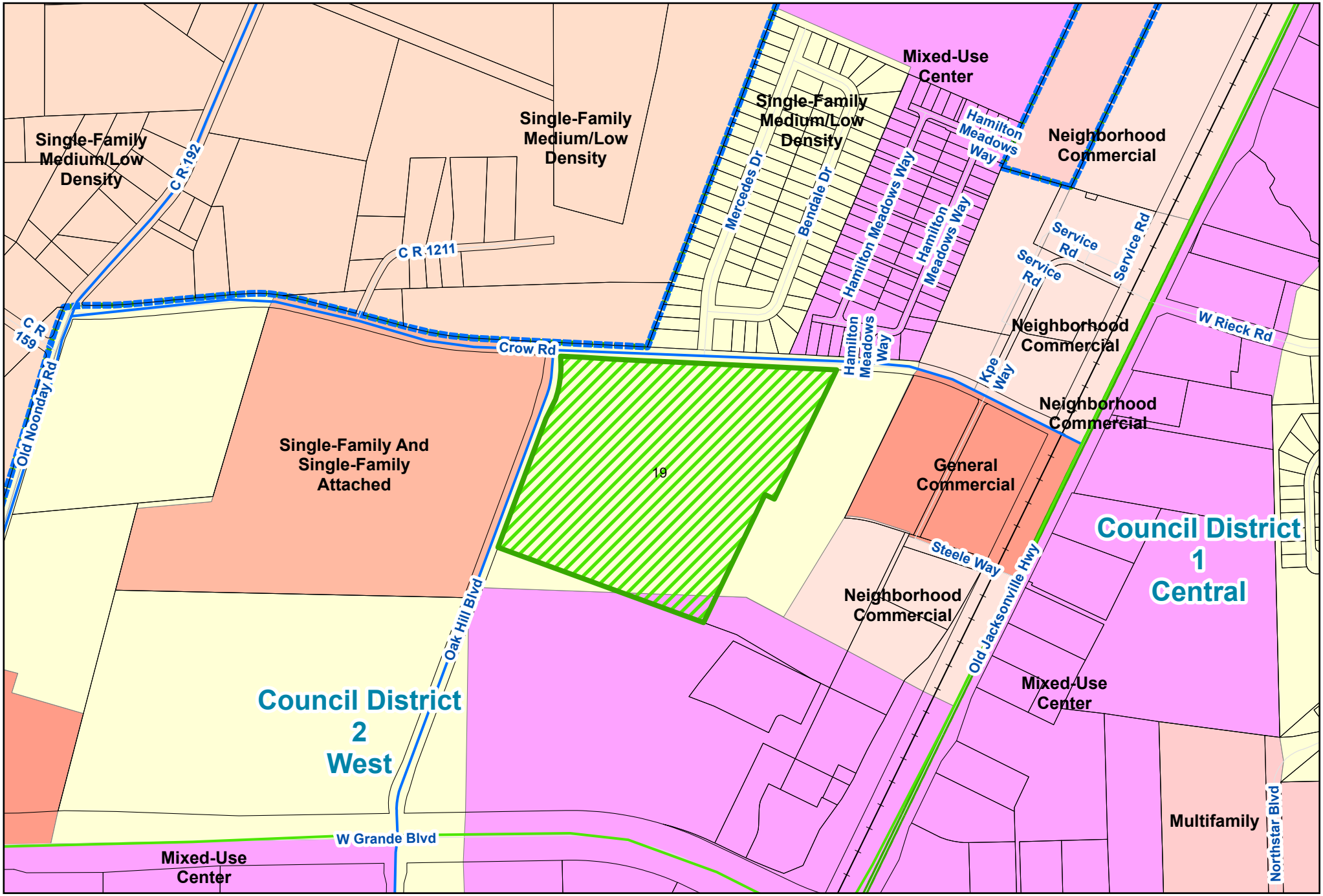
1 inch equals 500 feet

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ZONING CASE
Zoning Case #: PD25-014
Current Zoning: AG
Proposed Zoning: PMF
DRAKE EQUITY PARTNERS, LP

Subject Property

City Limits



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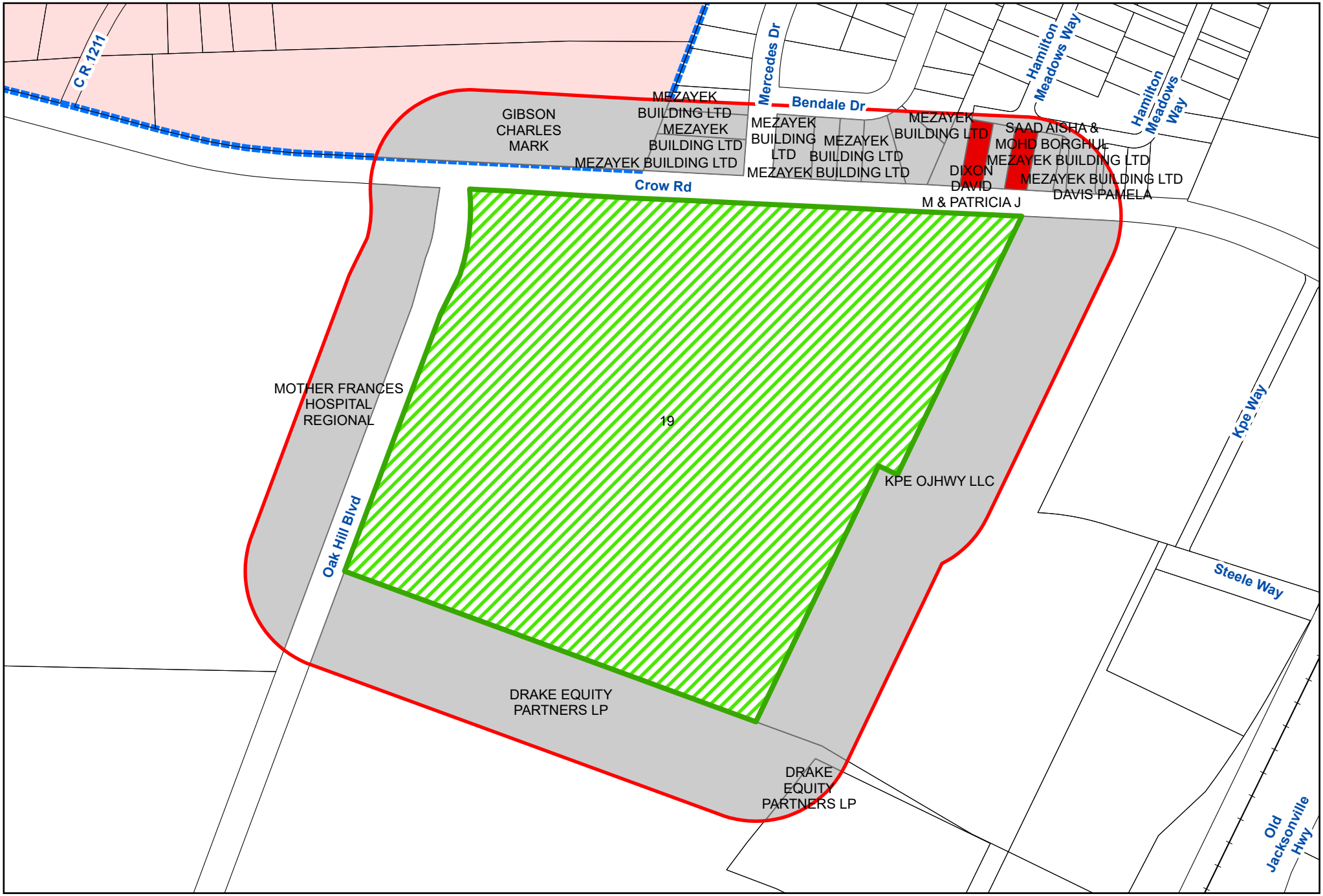
1 inch equals 500 feet

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ZONING CASE
Zoning Case #: PD25-014
Current Zoning: AG
Proposed Zoning: PMF
DRAKE EQUITY PARTNERS, LP

Subject Property

City Limits



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

1 inch equals 250 feet

N

ZONING CASE
Zoning Case #: PD25-014
Current Zoning: AG
Proposed Zoning: PMF
DRAKE EQUITY PARTNERS, LP

Subject Property
200' Mailed Notification Area
City Limits

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-2

Date: August 27, 2025

Subject: C25-003 MARCUS WYNNE AND STEPHANIE MURPHY (AN UNIMPROVED ALLEY RIGHT-OF-WAY) Request that the City Council consider adoption of an Ordinance approving the closure of an unimproved alley right-of-way adjacent to 1907 North Glenwood Boulevard.

Item Reference:

The applicant is requesting the closure to replat the alley right-of-way into their adjacent property. The alley right-of-way that the applicant is requesting to close is unimproved and does not appear to have ever been utilized as an alley. The applicant will be required to dedicate utility and drainage easements as necessary.

On August 5, 2025, the Planning and Zoning Commission held a public hearing for the request. Applicant Marcus Wynne was present and explained his plans to bring the alley into his own property to clean it up.

As of Friday, August 22, 2025, of the 16 notices mailed, no notices were returned in favor and or in opposition to the requested closure.

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

RECOMMENDATION:

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

Attachments:
Ordinance
Location Map
Future Land Use Map
Notification Map

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

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2025-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CLOSING AN UNIMPROVED ALLEY RIGHT-OF-WAY. THE NORTH SIDE OF THE RIGHT-OF-WAY IS ADJACENT TO LOTS 11A AND 12A OF NCB 573. THE EAST SIDE OF THE RIGHT-OF-WAY IS ADJACENT TO AN UNIMPROVED ALLEY RIGHT-OF-WAY. THE SOUTH SIDE OF THE RIGHT-OF-WAY IS ADJACENT TO LOT 6A OF NCB 669-R. THE WEST SIDE OF THE RIGHT-OF-WAY IS ADJACENT TO NORTH GLENWOOD AVENUE. PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH CLOSURE; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

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

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

I. APPLICATION C25-003

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

> Unimproved alley right-of-way. The north side of the right-of-way is adjacent to Lots 11A and 12A of NCB 573. The east side of the right-of-way is adjacent to an unimproved alley right-of-way. The south side of the right-of-way is adjacent to Lot 6A of NCB 669-R. The west side of the right-of-way is adjacent to North Glenwood Avenue. The alley right-of-way to be closed is further shown in Exhibit "A", which is attached hereto and incorporated herein.

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

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

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

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

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

PASSED AND APPROVED this the 27th day of August A.D., 2025.

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

A T T E S T:

APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

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





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

1 inch equals 150 feet

N

ZONING CASE
Zoning Case #: C25-003
RIGHT-OF-WAY CLOSURE
MARCUS WYNNE & STEPHANIE MURPHY

Subject Property



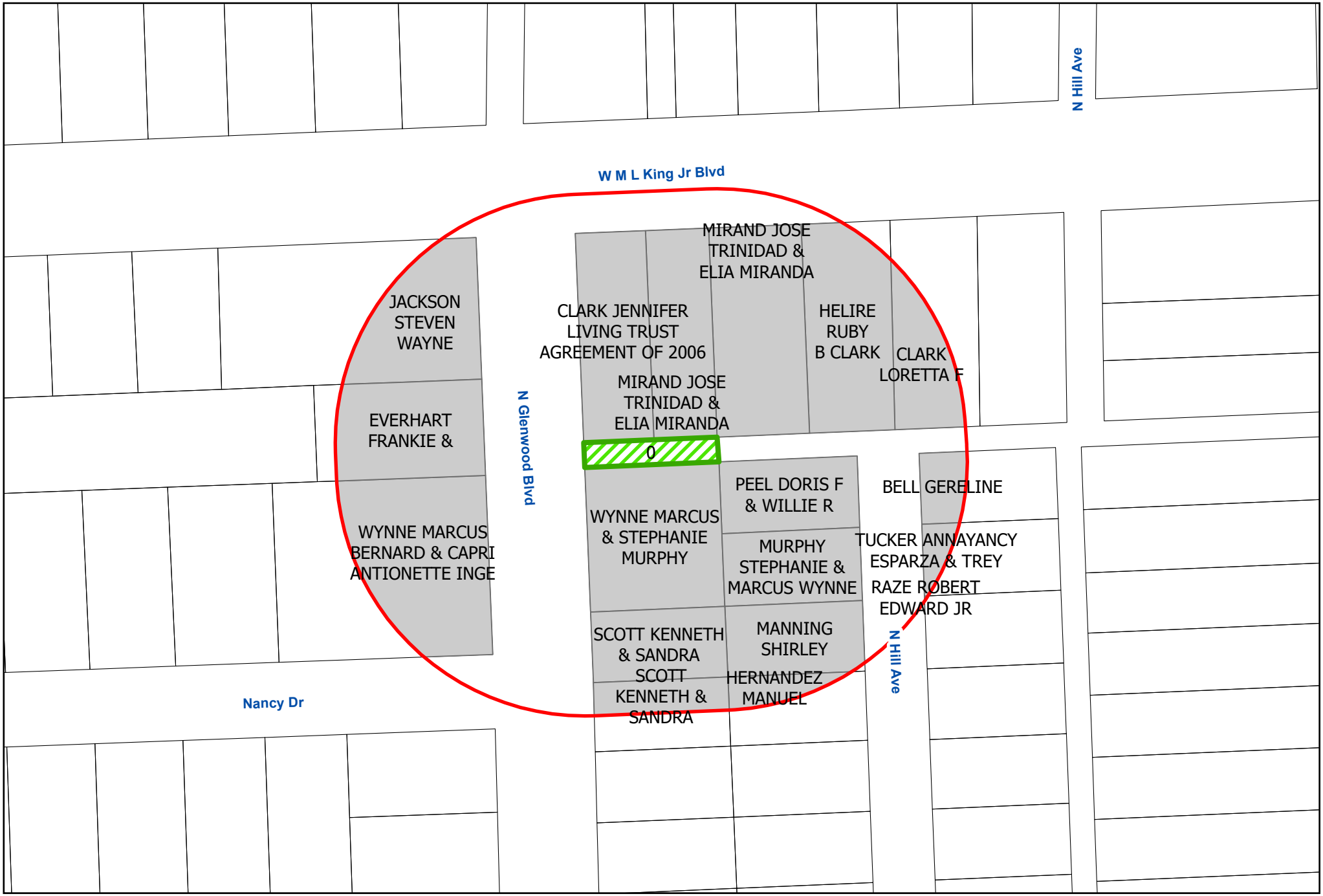
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1 inch equals 150 feet

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ZONING CASE
Zoning Case #: C25-003
RIGHT-OF-WAY CLOSURE
MARCUS WYNNE & STEPHANIE MURPHY

Subject Property



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1 inch equals 100 feet

N

ZONING CASE
Zoning Case #: C25-003
RIGHT-OF-WAY CLOSURE
MARCUS WYNNE & STEPHANIE MURPHY

Subject Property
200' Mailed Notification Area

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-3

Date: August 27, 2025

Subject: Z25-017 TUAN ANH VO (935 SOUTH PEACH AVENUE) Request that the City Council consider adoption of an Ordinance approving a zone change from R-1B, Single-Family Residential District to R-2, Two-Family Residential District.

Item Reference:

The applicant is requesting the zone change to build a duplex on Lot 32 of NCB 577, one lot containing approximately 0.24 acres of land located at the northwest intersection of West Jackson Street and South Peach Avenue (935 South Peach Avenue).

According to the Unified Development Code (UDC), the R-2 district is primarily intended to accommodate single-family detached and two-family (duplex) housing on individual lots. In addition, the district allows churches, schools, and accessory buildings and uses. The maximum building height is 42 feet. Setback requirements are 25 feet in the front, 25 feet in the rear, 6 feet on the interior side and 12 feet on the corner side. Minimum lot size is 7,500 square feet.

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

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

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

All the adjacent properties are zoned R-2, Two-Family Residential District. The adjacent properties to the north and east are developed with single-family homes. The adjacent properties to the south and west are undeveloped.

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

The applicant is requesting the zone change to develop the property with a duplex. This accomplishes the Tyler 1st Comprehensive Plan goal of adding new rooftops to the North End.

On August 5, 2025, the Planning and Zoning Commission held a public hearing for this request. The applicant was not present and there was no significant discussion.

As of Friday, August 22, 2025, of the 16 notices mailed, no notices were returned in favor or in opposition to the request.

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

RECOMMENDATION:

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

Attachments:
Ordinance
Location Map
Future Land Use Map
Notification Map

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

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2025-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CHANGING THE ZONING FROM R1-B, SINGLE FAMILY RESIDENTIAL DISTRICT TO R-2, TWO FAMILY RESIDENTIAL DISTRICT ON LOT 32 OF NCB 577, ONE LOT CONTAINING APPROXIMATELY 0.24 ACRES OF LAND LOCATED AT THE NORTHWEST INTERSECTION OF WEST JACKSON STREET AND SOUTH PEACH AVENUE (935 SOUTH PEACH AVENUE); DIRECTING THE AMENDMENT OF THE ZONING MAP; DIRECTING THE AMENDMENT OF THE FUTURE LAND USE GUIDE MAP; PROVIDING A SEVERABILTY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

I. APPLICATION Z25-017

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

On Lot 32 of NCB 577, one lot containing approximately 0.24 acres of land located at the northwest intersection of West Jackson Street and South Peach Avenue (935 South Peach Avenue)

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

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

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

PASSED AND APPROVED this the 27th day of August A.D., 2025.

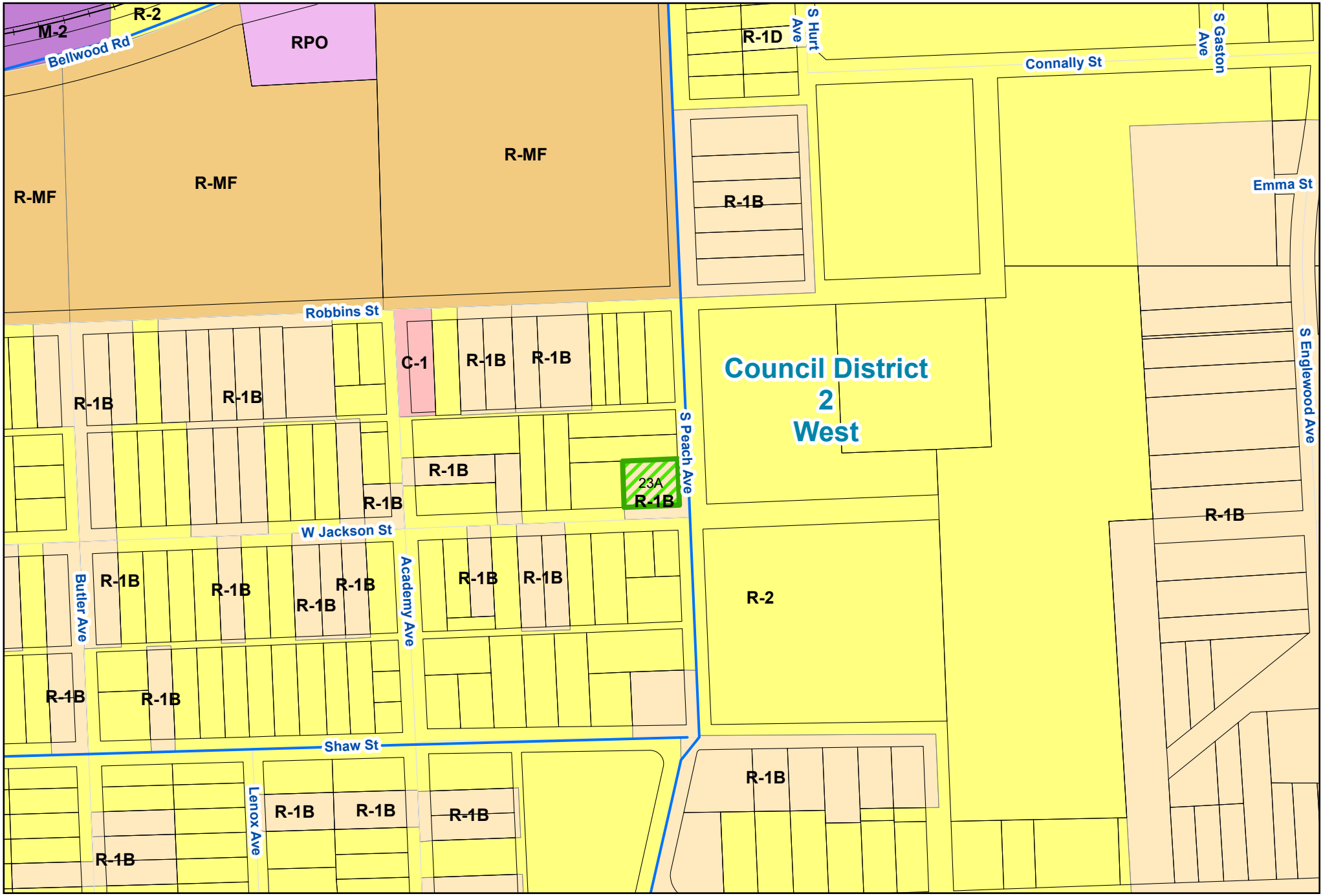
_____
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY



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1 inch equals 250 feet

N

ZONING CASE
Zoning Case #: Z25-017
Current Zoning: R-1B
Proposed Zoning: R-2
TUAN ANH VO

Subject Property



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1 inch equals 250 feet

N

ZONING CASE
Zoning Case #: Z25-017
Current Zoning: R-1B
Proposed Zoning: R-2
TUAN ANH VO

Subject Property



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1 inch equals 100 feet

N

ZONING CASE
Zoning Case #: Z25-017
Current Zoning: R-1B
Proposed Zoning: R-2
TUAN ANH VO

Subject Property
200' Mailed Notification Area

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-4

Date: August 27, 2025

Subject: PD25-017 GENECOV PROPERTIES INC (8667 SOUTH BROADWAY AVENUE) Request that the City Council consider adoption of an Ordinance approving a PMXD-1, Planned Mixed-Use District-1 final site plan amendment.

Item Reference:

The applicant is requesting the site plan amendment to allow for a wholesale club facility which will include tire sales and fuel operations on an 11.19 acre portion of Tract 1F of ABST A0825 B ROBBINS, one tract containing approximately 21.40 acres of land located southwest of the southwest intersection of West Cumberland Road and South Broadway Avenue (8667 South Broadway Avenue).

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

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

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

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

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

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

The adjacent properties to the north are zoned AG, Agricultural District, R-1A, Single-Family District, and PMXD-2 and are developed with single-family homes and a medical facility. The adjacent properties to the west are zoned AG, Agricultural District, and are the locations of Faulkner Park and Dayspring Church. The adjacent properties to the east are zoned PCD, Planned Commercial District and are developed with commercial businesses. The adjacent property to the south is zoned PMXD-1, Planned Mixed Use District-1, and is undeveloped.

The request is consistent with the adopted Tyler 1st Future Land Use Guide which identifies this property as Mixed-Use Center.

A site narrative with development standards was approved in May 2019 for a mixture of uses, including retail, restaurant, lodging, residential uses, and a 15-foot undisturbed buffer along Cumberland Road to screen development from the residential land uses to the north. The proposed site plan amendment consists of an approximately 104,000-square-foot wholesale club facility, which will include tire sales and a fuel center. The site plan has been designed in compliance with the development standards established under the Unified Development Code, and includes detailed layouts for building placement, vehicular circulation, parking, fuel operations, landscape areas, and utility infrastructure. The site plan is consistent with the development standards previously approved for the development in 2019.

On August 5, 2025, the Planning and Zoning Commission held a public hearing for this request. A neighbor expressed concern about additional traffic generated by the development. Staff discussed that a Traffic Impact Analysis had already been conducted by the developer for the development.

As of August 22, 2025, of the nine notices mailed, no notices were returned in favor, and one was returned in opposition to the request for a total protest calculation of 2.27 percent. The opposition had concerns about an increase in traffic and noise.

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

RECOMMENDATION:

The Planning and Zoning Commission, by a 7-0 vote, recommends approval of a PMXD-1, Planned Mixed-Use District-1 final site plan amendment.

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

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

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2025-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY APPROVING THE PMXD-1, PLANNED MIXED-USE DISTRICT-1 FINAL SITE PLAN AMENDMENT ON AN 11.19 ACRE PORTION OF TRACT 1F OF ABST A0825 B ROBBINS, ONE TRACT CONTAINING APPROXIMATELY 21.40 ACRES OF LAND LOCATED SOUTHWEST OF THE SOUTHWEST INTERSECTION OF WEST CUMBERLAND ROAD AND SOUTH BROADWAY AVENUE (8667 SOUTH BROADWAY AVENUE); DIRECTING THE AMENDMENT OF THE ZONING MAP; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

I. APPLICATION PD25-017

That the existing site development plan is hereby amended by approving the final site plan attached hereto as Exhibit "A" on the following described property zoned PMXD-1, Planned Mixed-Use District-1 final site plan amendment, to wit:

> On a 11.19 acre portion of Tract 1F of ABST A0825 B ROBBINS, one tract containing approximately 21.40 acres of land located southwest of the southwest intersection of West Cumberland Road and South Broadway Avenue (8667 South Broadway Avenue), and in accordance with the Final Site Plan in Exhibit "A" attached hereto and incorporated herein.

PART 2: That the City Manager is hereby ordered and directed to cause the zoning map to be amended to reflect the above described zoning.

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

PART 4: That any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine as provided in Section 1-4 of the Tyler Code. Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Since this ordinance has a penalty for violation, it shall not become effective until after its publication in the newspaper as provided by Section 85 of the Charter of the City of Tyler, Texas, which date is expected to be August 29th, 2025.

PASSED AND APPROVED this the 27th day of August A.D., 2025.

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

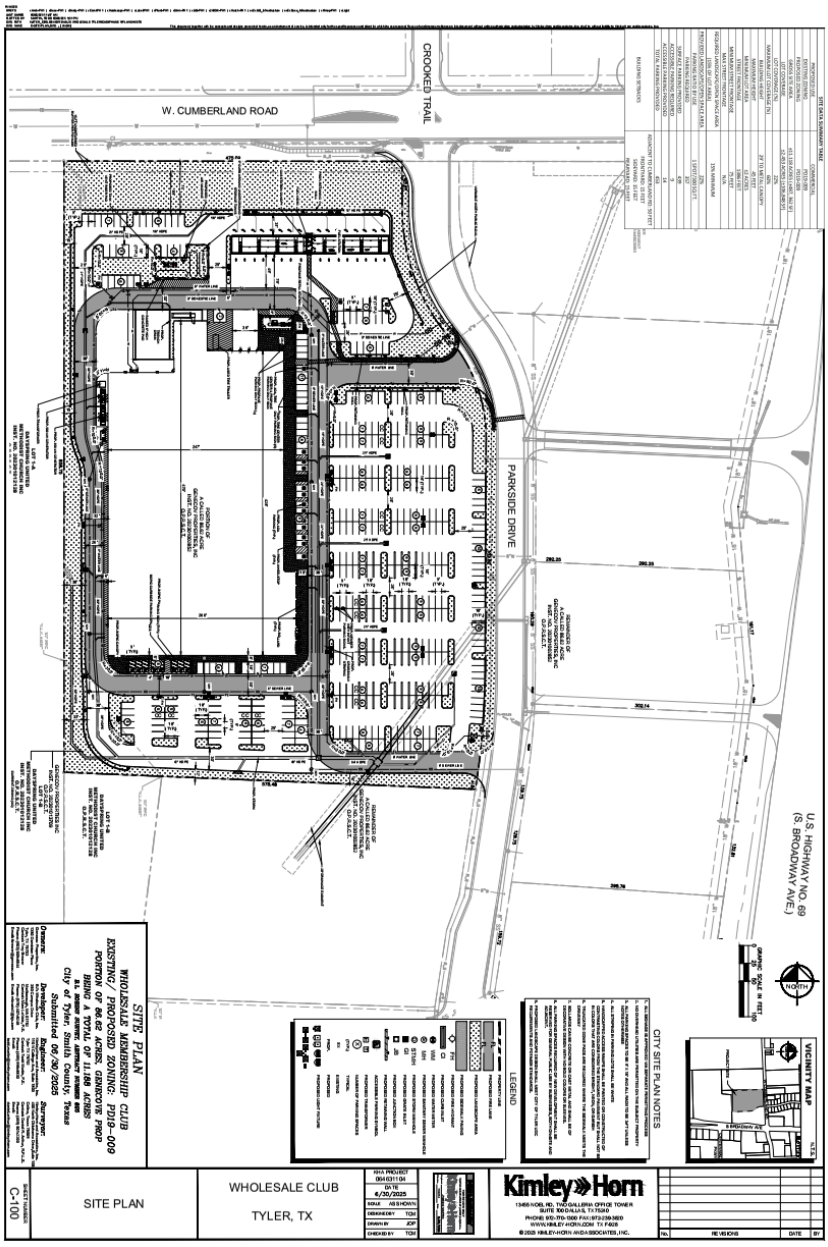
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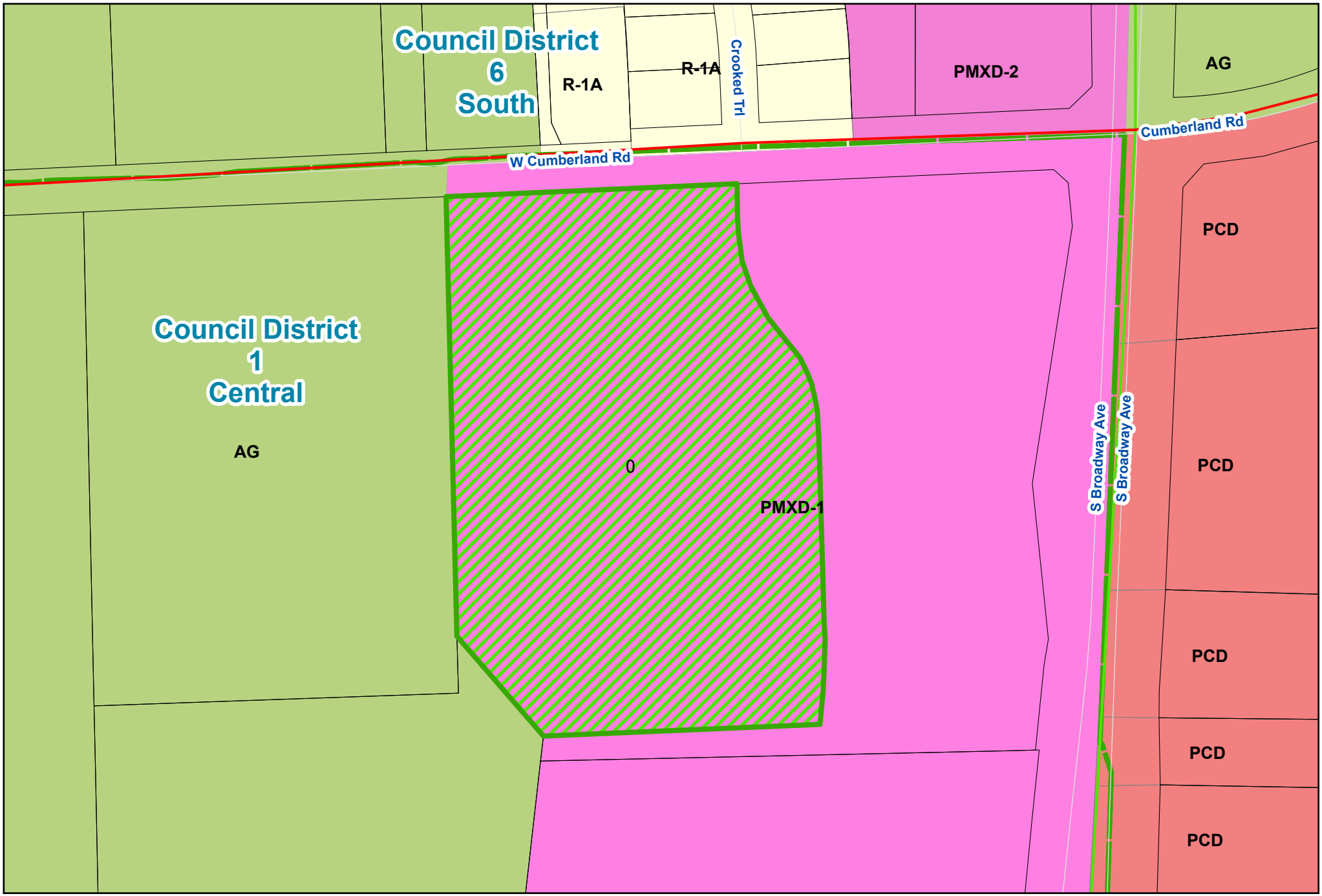
_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

ORDINANCE NO. O-2025-
EXHIBIT "A"
FINAL SITE PLAN





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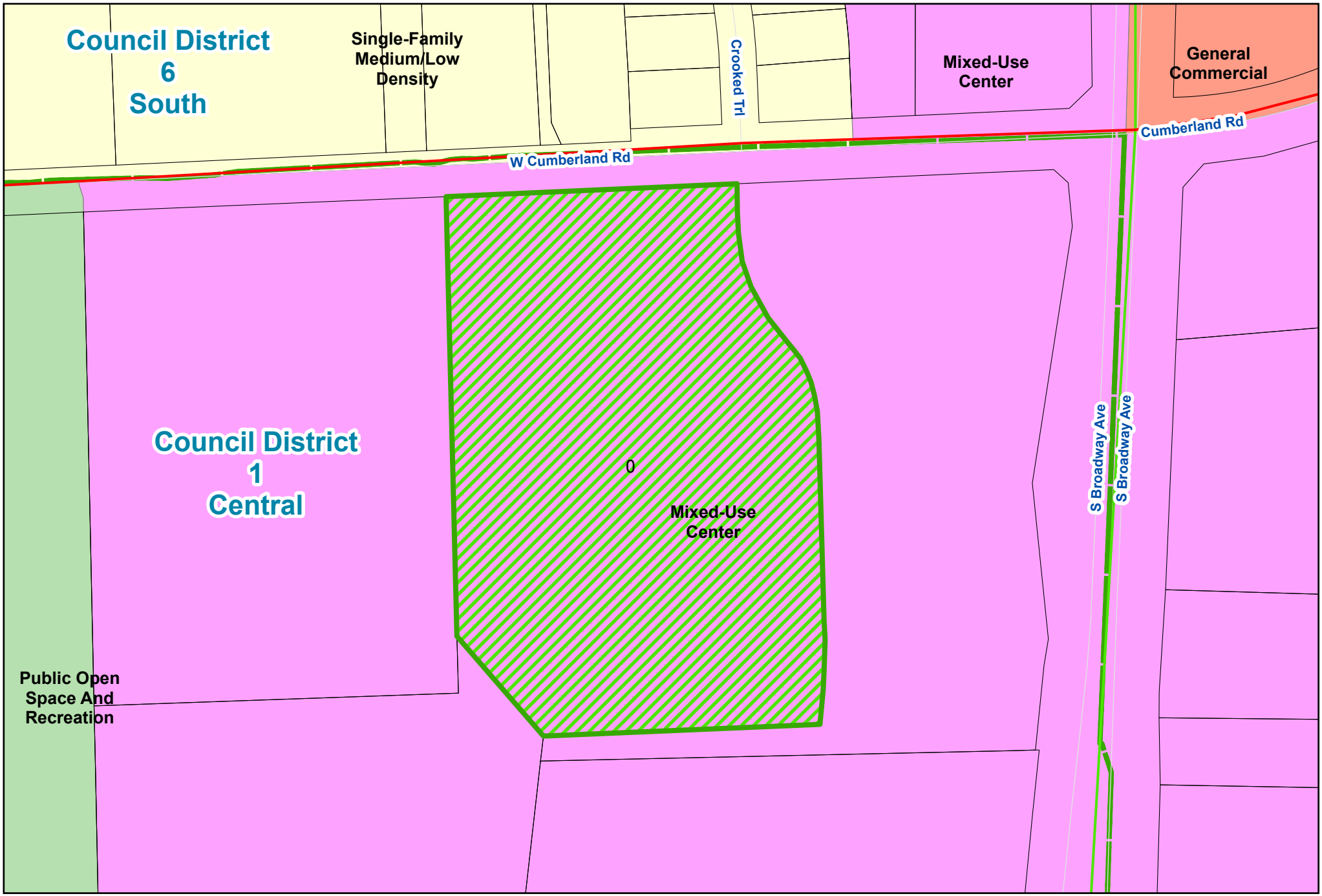
1 inch equals 200 feet

N

ZONING CASE
Zoning Case #: PD25-017
Current Zoning: PMXD-1
Proposed Zoning: SITE PLAN AMENDMENT
GENECOV PROPERTIES INC

Subject Property

Council District Boundary



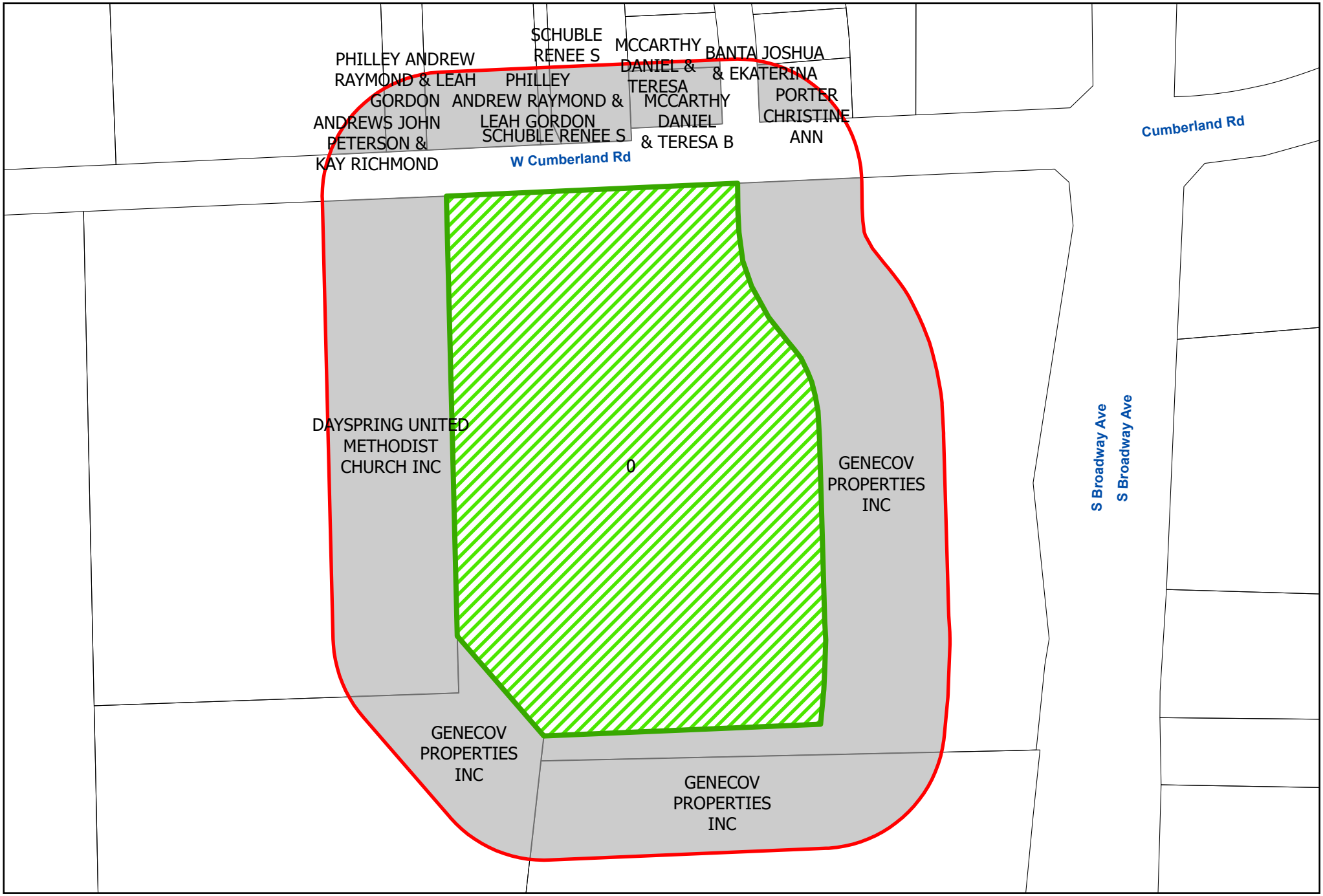
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1 inch equals 200 feet

N

ZONING CASE
Zoning Case #: PD25-017
Current Zoning: PMXD-1
Proposed Zoning: SITE PLAN AMENDMENT
GENECOV PROPERTIES INC

Subject Property
Council District Boundary



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

1 inch equals 200 feet

N

ZONING CASE
Zoning Case #: PD25-017
Current Zoning: PMXD-1
Proposed Zoning: SITE PLAN AMENDMENT
GENECOV PROPERTIES INC

Subject Property
200' Mailed Notification Area
Council District Boundary

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-5

Date: August 27, 2025

Subject: PD25-016 GENECOV PROPERTIES INC (302 WEST CUMBERLAND ROAD) Request that the City Council consider adoption of an Ordinance approving a zone change from AG, Agricultural District to PMXD-1, Planned Mixed-Use District-1 with final site plan.

Item Reference:

The applicant is requesting the zone change to develop the property with a wholesale store on Lot 1-D of NCB 1154, one lot containing approximately 6.09 acres of land located southwest of the southwest intersection of South Broadway Avenue and West Cumberland Road (302 West Cumberland Road).

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

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

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

In addition to the zoning change criteria above, the City Council will consider the following specific

objectives and criteria for approving any type of planned district currently permitted in this code:

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

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

The adjacent properties to the north and west are zoned AG, Agricultural District, and are the locations of Faulkner Park and Dayspring Church. The adjacent properties to the east and south are zoned PMXD-1, Planned Mixed Use District-1, and are undeveloped.

The request is consistent with the adopted Tyler 1st Future Land Use Guide which identifies this property as Mixed-Use Center.

The proposed zoning change seeks to establish a consistent PMXD-1 designation across the entire development site. This alignment will integrate the remaining 0.25 acre parcel into the larger mixed use vision.

The subject property is a part of the PMXD-1 development to the east. In May 2019, the adjacent property was rezoned from AG to PMXD-1 to develop mixed use and the subject property was not part of the request at that time. This zone change would bring the remainder of the property into the planned development. The proposed site plan for this piece of property is consistent with the site plan for the remainder of the future development site.

On August 5, 2025, the Planning and Zoning Commission held a public hearing for this request. One neighbor spoke in opposition to the request, expressing concerns of an increase in traffic and noise.

As of Friday, August 22, 2025, of the three notices mailed, no notices were returned in favor or in opposition to the request.

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

RECOMMENDATION:

The Planning and Zoning Commission by a 7-0 vote recommends approval of a zone change from AG, Agricultural District to PMXD-1, Planned Mixed-Use District-1 with a final site plan.

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

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

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2025-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CHANGING THE ZONING FROM AG, AGRICULTURAL DISTRICT TO PMXD-1, PLANNED MIXED-USE DISTRICT-1 WITH FINAL SITE PLAN ON LOT 1-D OF NCB 1154, ONE LOT CONTAINING APPROXIMATELY 6.09 ACRES OF LAND LOCATED SOUTHWEST OF THE SOUTHWEST INTERSECTION OF SOUTH BROADWAY AVENUE AND WEST CUMBERLAND ROAD (302 WEST CUMBERLAND ROAD); DIRECTING THE AMENDMENT OF THE ZONING MAP; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

I. APPLICATION PD25-016

That the following described property, which has heretofore been zoned AG, Agricultural District, shall hereafter bear the zoning classification of PMXD-1, Planned Mixed-Use District-1, to wit:

> On Lot 1-D of NCB 1154, one lot containing approximately 6.09 acres of land located southwest of the southwest intersection of South Broadway Avenue and West Cumberland Road (302 West Cumberland Road) as depicted and in accordance with the Final Site Plan in Exhibit "A" attached hereto and incorporated herein.

PART 2: That the City Manager is hereby ordered and directed to cause the zoning map to be amended to reflect the above described zoning.

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

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

for violation, it shall not become effective until after its publication in the newspaper as provided by Section 85 of the Charter of the City of Tyler, Texas, which date is expected to be August 29th, 2025.

PASSED AND APPROVED this the 27th day of August A.D., 2025.

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

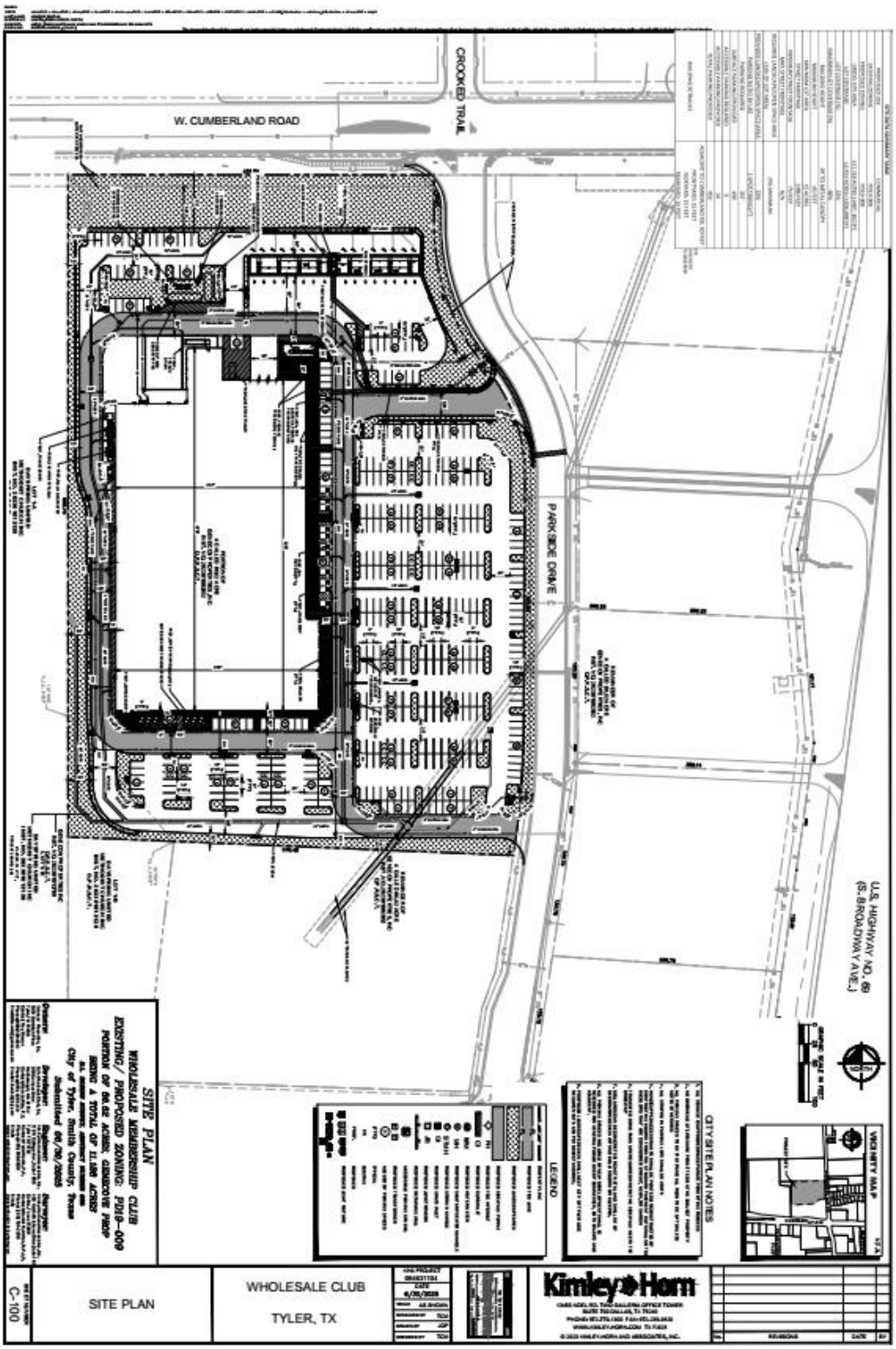
A T T E S T:

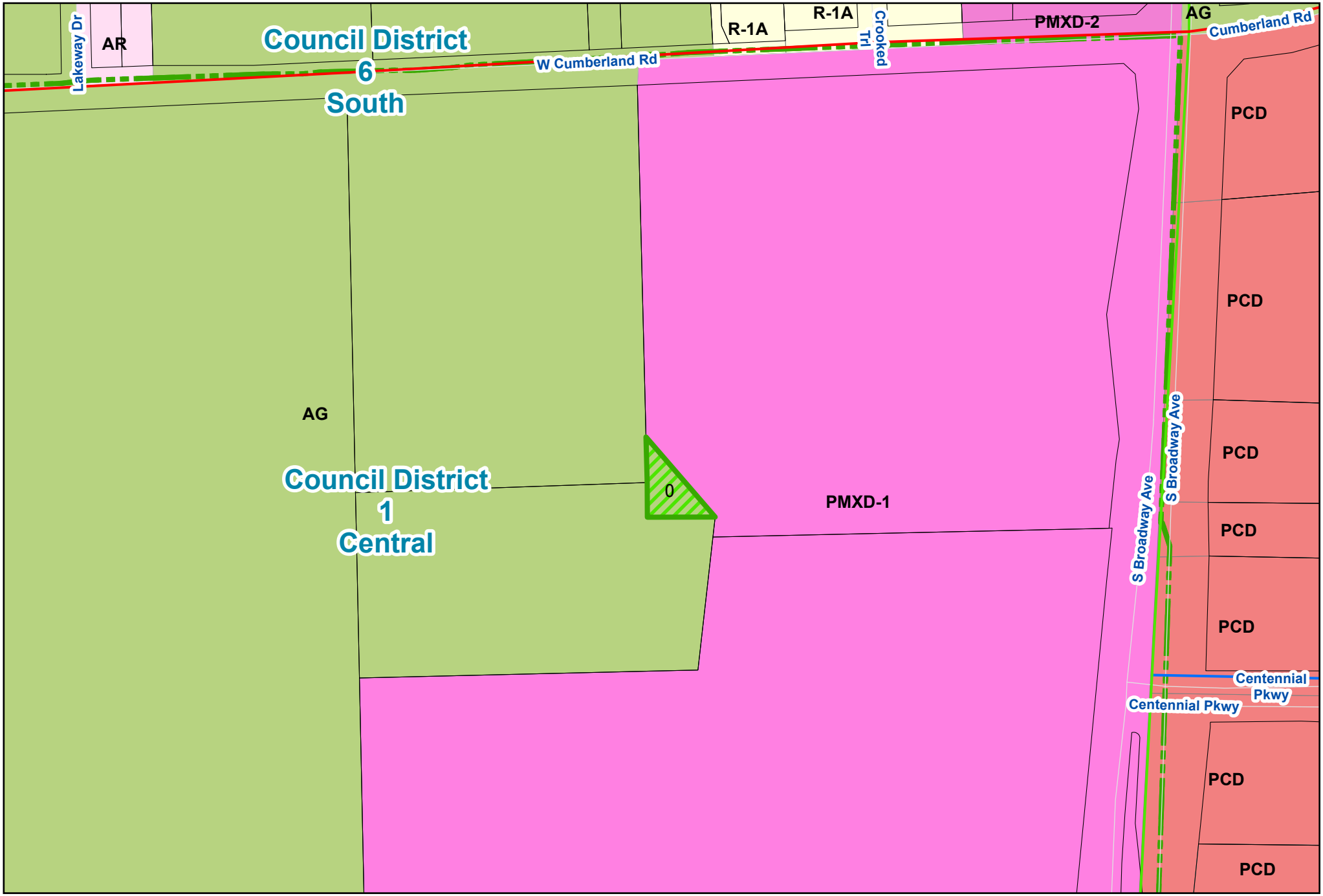
_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

ORDINANCE NO. O-2025-
EXHIBIT "A"
FINAL SITE PLAN





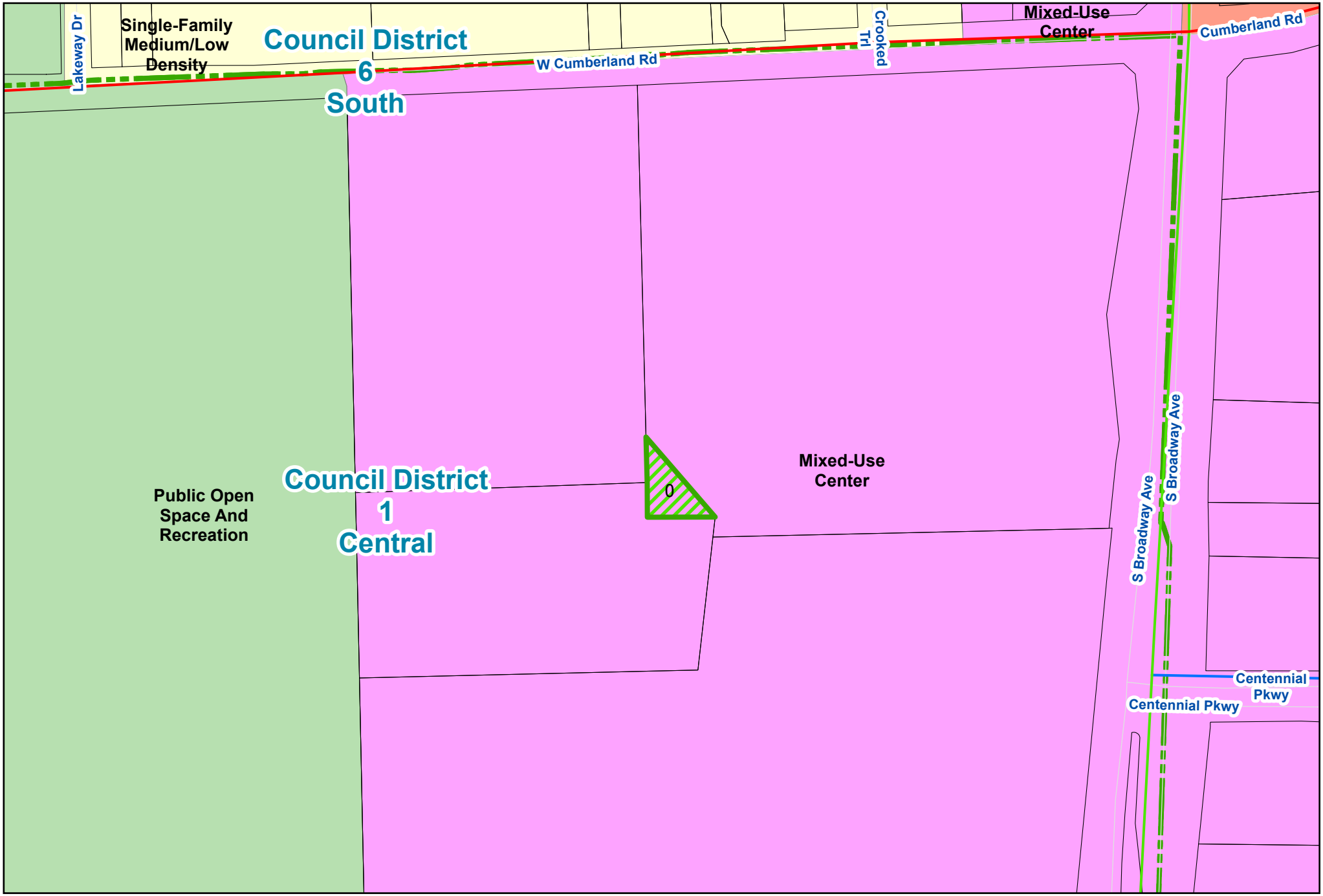
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

1 inch equals 250 feet

N

ZONING CASE
Zoning Case #: PD25-016
Current Zoning: AG
Proposed Zoning: PMXD-1
GENECOV PROPERTIES INC

Subject Property
Council District Boundary



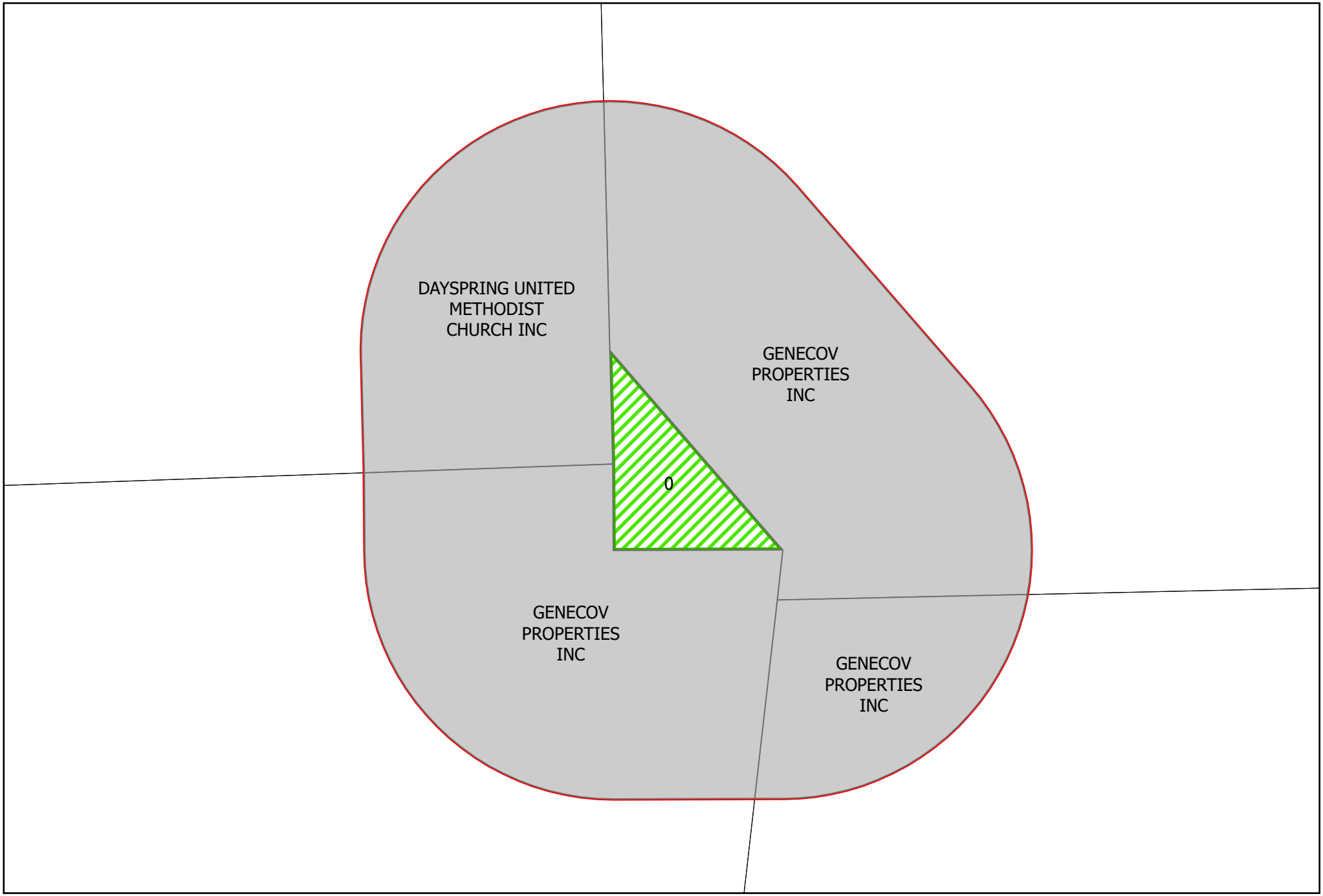
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

1 inch equals 250 feet

N

ZONING CASE
Zoning Case #: PD25-016
Current Zoning: AG
Proposed Zoning: PMXD-1
GENECOV PROPERTIES INC

Subject Property
Council District Boundary



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

1 inch equals 100 feet

N

ZONING CASE
Zoning Case #: PD25-016
Current Zoning: AG
Proposed Zoning: PMXD-1
GENECOV PROPERTIES INC

Subject Property
200' Mailed Notification Area
Council District Boundary

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-6

Date: August 27, 2025

Subject: S25-002 GENECOV PROPERTIES INC (8667 SOUTH BROADWAY AVENUE AND 302 WEST CUMBERLAND ROAD) Request that the City Council consider adoption of a Special Use Permit to allow for fuel sales.

Item Reference:

The applicant is requesting the Special Use Permit (SUP) to allow for fuel sales on an 11.19 acre portion of Tract 1F of ABST A0825 B ROBBINS, one tract containing approximately 21.40 acres of land and on an approximately 0.25 acre portion of Lot 1-D of NCB 1154, one lot containing approximately 6.09 acres of land located southwest of the southwest intersection of West Cumberland Road and South Broadway Avenue. The property is zoned PMXD-1, Planned Mixed-Use District-1.

According to the Unified Development Code (UDC), â€œSpecial Use Permits" set standards, conditions, and procedures whereby special uses may be approved by City Council. A use is considered special by this development code when there is potential for it to have an adverse impact on nearby property and because the actions needed to minimize or eliminate the adverse impacts vary from site to site. No special use permit may be issued unless the governing body determines the proposed building or use will not (a) substantially increase traffic hazards or congestion; (b) substantially increase fire hazards; (c) adversely affect the character of the neighborhood; (d) adversely affect the general welfare of the community; or (e) overtax public utilities. Approved special uses are subject to compliance with all other applicable provisions within the UDC, such as parking, landscaping, and setbacks.

All conditions required for an SUP must be met before any part of the use can be occupied. Violation of any term, condition, requirement, or duration of a SUP approved is unlawful and will constitute a violation subject to the penalties set forth in the UDC. In addition, the SUP may be revoked or suspended by the city council due to such violation, following public hearings by both the Planning and Zoning Commission and the City Council.

The adjacent properties to the north are zoned AG, Agricultural District, R-1A, Single-Family District, and PMXD-2 and are developed with single-family homes and a medical facility. The adjacent properties to the west are zoned AG, Agricultural District, and are the locations of Faulkner Park and Dayspring Church. The adjacent properties to the east are zoned PCD, Planned Commercial District and are developed with commercial businesses. The adjacent property to the south is zoned PMXD-1, Planned Mixed Use District-1, and is undeveloped.

SUPs are approved for specific periods of time. The terms and duration of an SUP rests with the City Council. Most first-time SUPs are issued for three years with renewals typically approved for longer time periods, usually five years. Some special uses, due to their nature and the cost associated with their operation, may be approved indefinitely. The SUPâ€™s may be revoked by the City Council at any time.

The applicant plans to develop a fuel station on the north side of the property. The proposed development will include multiple fuel pumps and a small kiosk structure to accommodate on-site personnel for operations and customer service. It will comply with all applicable site design, screening, and access standards of the Unified Development Code and complement surrounding development. The proposed use for this part of the mixed-use development is appropriate given it will be in conjunction with a single-user commercial building, rather than a traditional mixed-use area within a development.

On August 5, 2025, the Planning and Zoning Commission held a public hearing for this request. A neighbor expressed concern about additional traffic generated by the development. Staff discussed that a Traffic Impact Analysis had already been conducted by the developer for the development.

As of Friday, August 22, 2025, of the eight notices mailed, no notices were returned in favor, and one was returned in opposition to the request for a total protest calculation of 2.27 percent. The opposition had concerns about an increase in traffic and noise.

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

RECOMMENDATION:

The Planning and Zoning Commission by a 7-0 vote recommends approval of a Special Use Permit to allow fuel sales for an indefinite period of time.

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

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

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2025-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; APPROVING A SPECIAL USE PERMIT TO ALLOW FOR FUEL SALES ON AN 11.19 ACRE PORTION OF TRACT 1F OF ABST A0825 B ROBBINS, ONE TRACT CONTAINING APPROXIMATELY 21.40 ACRES OF LAND AND ON AN APPROXIMATELY 0.25 ACRE PORTION OF LOT 1-D OF NCB 1154, ONE LOT CONTAINING APPROXIMATELY 6.09 ACRES OF LAND LOCATED SOUTHWEST OF THE SOUTHWEST INTERSECTION OF WEST CUMBERLAND ROAD AND SOUTH BROADWAY AVENUE. (8667 SOUTH BROADWAY AVENUE AND 302 WEST CUMBERLAND ROAD); PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

PART 1: That the following special use is hereby approved as follows:

I. APPLICATION S25-002

That the following described property, which is currently zoned PMXD-1, Planned Mixed-Use District-1, shall hereafter be used under a Special Use Permit for an indefinite period of time to allow for fuel sales, to wit:

Lot 1-D of NCB 1154, one tax lot containing approximately 0.25 acre of land located southwest of the southwest intersection of West Cumberland Road and South Broadway Avenue (8667 South Broadway Avenue and 302 West Cumberland Road).

PART 2: Should any section, subsection, sentence, provision, clause or phrase be held to be invalid for any reason, such holding shall not render invalid any other section, subsection, sentence, provision, clause or phrase of this ordinance and same are deemed severable for this purpose.

PART 3: That any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine as provided in Section 1-4 of the Tyler Code. Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Since this ordinance has a penalty

for violation, it shall not become effective until after its publication in the newspaper as provided by Section 85 of the Charter of the City of Tyler, Texas, which date is expected to be August 29th, 2025.

PASSED AND APPROVED this the 27th day of August, A.D., 2025.

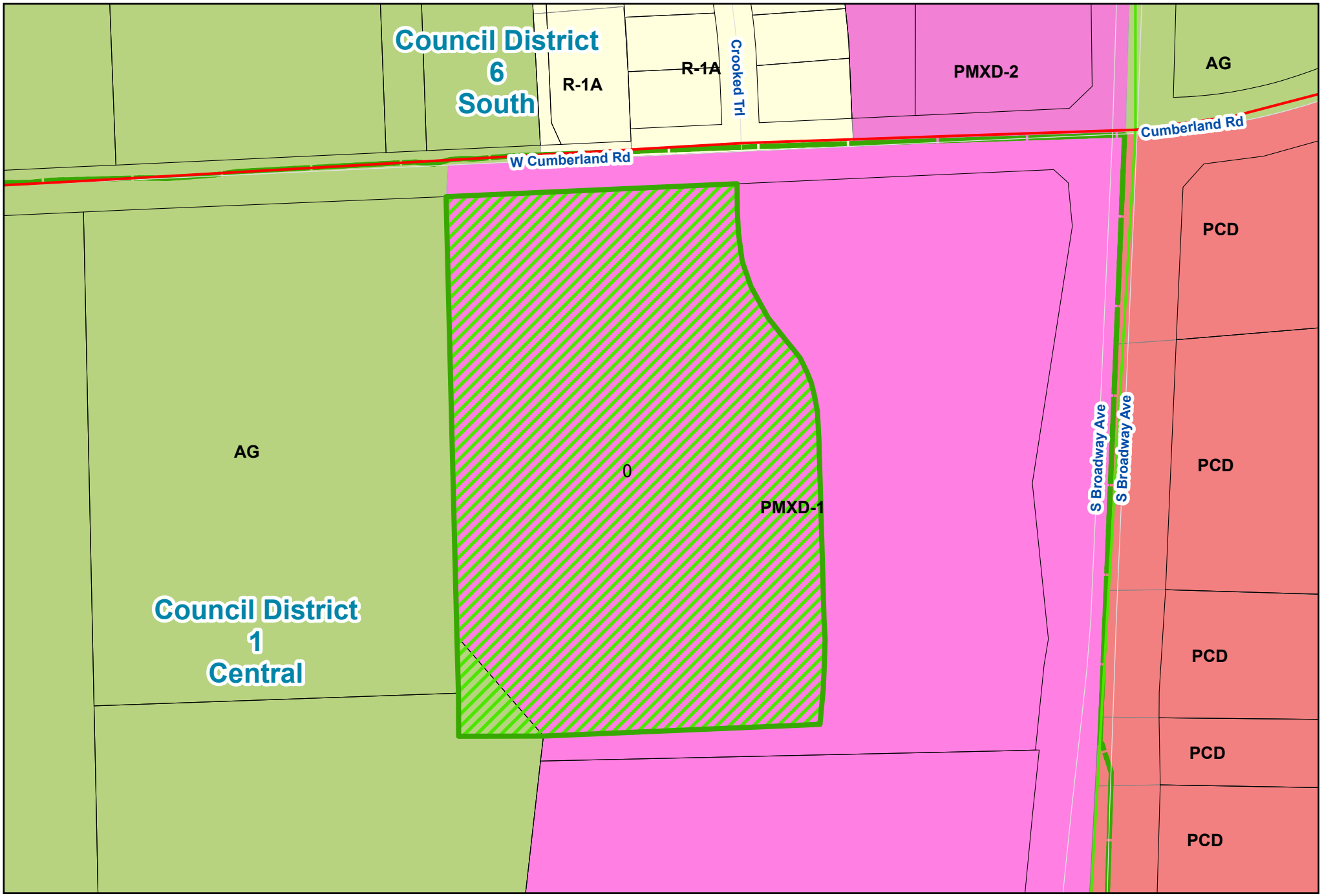
_____
DONALD P.WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM,
CITY ATTORNEY



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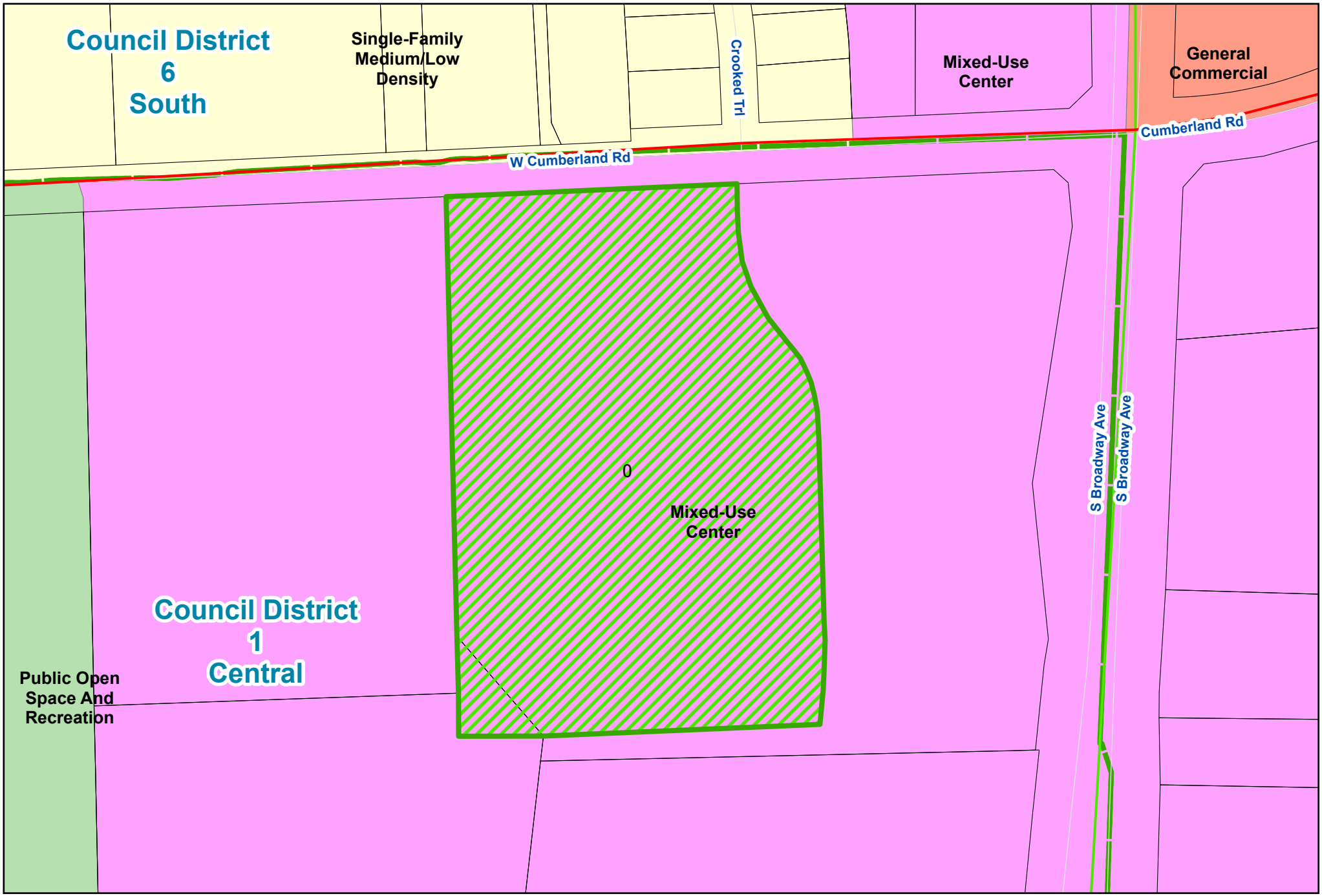
1 inch equals 200 feet

N

ZONING CASE
Zoning Case #: S25-002
Current Zoning: PMXD-1 and AG
Proposed Use: Fuel Station
GENECOV PROPERTIES INC

Subject Property

Council District Boundary



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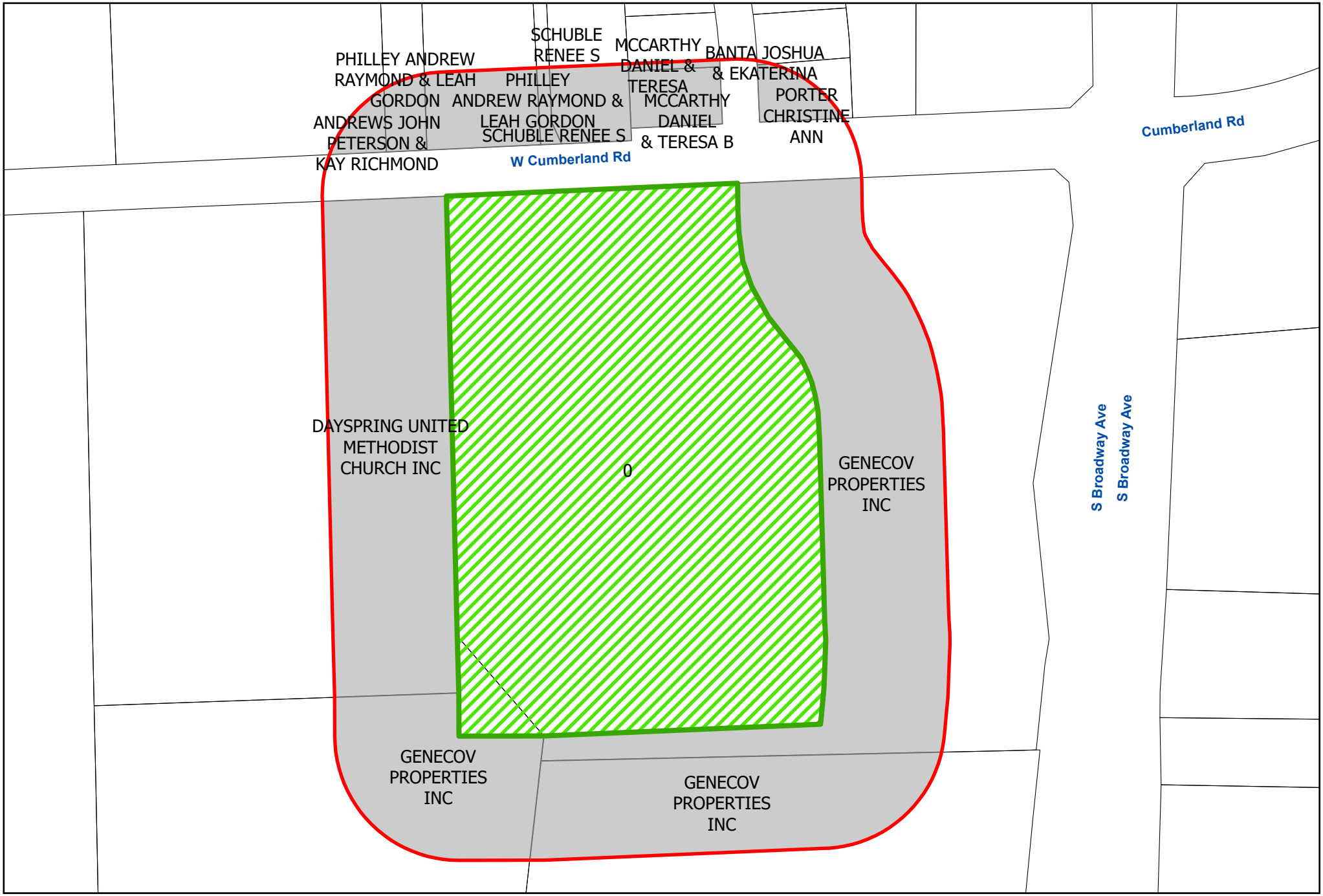
1 inch equals 200 feet

N

ZONING CASE
Zoning Case #: S25-002
Current Zoning: PMXD-1 and AG
Proposed Use: Fuel Station
GENECOV PROPERTIES INC

Subject Property

Council District Boundary



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

1 inch equals 200 feet

N

ZONING CASE
Zoning Case #: S25-002
Current Zoning: PMXD-1 and AG
Proposed Use: Fuel Station
GENECOV PROPERTIES INC

Subject Property
200' Mailed Notification Area
Council District Boundary

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-7

Date: August 27, 2025

Subject: A25-001 LC QOZB LP (4344 MACNAB DRIVE) Request that the City Council consider adoption of an Ordinance approving the voluntary annexation of approximately 3.55 acres of land lying adjacent to the present boundary limits of the City of Tyler, located at the southeast intersection of Old Omen Road and Huntingtower Drive. Also consider recommending: A. The new boundary of the City Limits. B. The new boundary of the City Council District #5. C. The new boundary of the Tyler Extraterritorial Jurisdiction upon consent. D. That the City Manager be authorized to sign a written agreement for provision of City services per Texas Local Government Code Section 43.0672. E. Amendment of the Future Land Use Guide to reflect Townhome/Garden Apartment. F. Establishment of original zoning of PMF, Planned Multi-Family Residential District with final site plan.

Item Reference:

The State Annexation law in Texas Local Government Code Chapter 43 Section 43.0671 allows municipalities to annex area upon the petition of the area landowners.

The property is contiguous to Tyler on its southwestern boundaries, is 3.55 acres, and has no qualified voters. The applicant intends to develop the property for residential single-family homes.

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

The request would establish the Tyler 1st Future Land Use Guide to Townhome/Garden Apartment.

The applicant has already constructed a 32 unit residential neighborhood on this property. The development currently contains all units located on one lot with a private driveway providing internal access. The development is privately gated with access coming off of Macnab Drive. The proposed multi-family zoning is intended to allow the applicant to subdivide the existing development. This should not be construed to set a precedent allowing a new development to utilize a multi-family zoning

and private ways to have detached houses on individual lots. The property is developed at a density of seven units per acre with front yard setbacks of 15 feet and rear yard setbacks of 10 feet. There is a minimum 10 foot separation between buildings with a maximum height of 42 feet. The property is generally developed according to the standards set forth in the City of Tyler's UDC. All future development of the property will be done according to the regulations of the UDC.

On August 5, 2025, the Planning and Zoning Commission held a public hearing for this request. There was no significant discussion.

As of Friday, August 22, 2025, of the eight notices mailed, no notices were returned in favor or in opposition to the request. Per the UDC, the notification by mail to owners of property in the ETJ whose property is within 200 feet of the proposed action is provided as a courtesy to such owners. In accordance with State Law, staff also sent notice to public entities currently servicing the property and did not receive any response.

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

RECOMMENDATION:

The Planning and Zoning Commission by a 7-0 vote recommends approval of the annexation of approximately 3.55 acres of land lying adjacent to the present boundary limits of the City of Tyler, located at the southeast intersection of Old Omen Road and Huntingtower Drive. Also consider recommending:
A. The new boundary of the City Limits.
B. The new boundary of the City Council District #5.
C. The new boundary of the Tyler Extraterritorial Jurisdiction upon consent.
D. That the City Manager be authorized to sign a written agreement for provision of City services per Texas Local Government Code Section 43.0672.
E. Amendment of the Future Land Use Guide to reflect Townhome/Garden Apartment.
F. Establishment of original zoning of â€œPMFâ€, Planned Multi-Family Residential District with final site plan.

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

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

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2025-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, PROVIDING FOR THE VOLUNTARY ANNEXATION OF APPROXIMATELY 3.55 ACRES OF LAND LYING ADJACENT TO THE PRESENT BOUNDARY LIMITS OF THE CITY OF TYLER, LOCATED AT THE SOUTHEAST INTERSECTION OF OLD OMEN ROAD AND HUNTINGTOWER DRIVE; AMENDING THE TYLER CITY LIMITS MAP; ADJUSTING THE BOUNDARY OF THE CITY COUNCIL DISTRICT #5; AUTHORIZING THE CITY MANAGER TO SIGN A WRITTEN AGREEMENT FOR PROVISION OF CITY SERVICES PER TEXAS LOCAL GOVERNMENT CODE SECTION 43.0672; DIRECTING THE AMENDMENT OF THE FUTURE LAND USE DESIGNATION; ESTABLISHING ORIGINAL ZONING; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, a public hearing was held before the City Council of the City of Tyler, Texas, on the 27th day of August, 2025, via regular meeting, wherein all interested persons were provided an opportunity to be heard on the proposed voluntary annexation of the territory hereinafter described. A copy of the Texas Local Government Code Section 43.0671 petition is attached and made a part hereof as Exhibit "C"; and

WHEREAS, the area to be annexed is contiguous to the City of Tyler; and

WHEREAS, the hereinafter described territory lies within the extraterritorial jurisdiction of the City of Tyler, Texas; and

WHEREAS, the hereinafter described territory contains approximately 3.55 acres of land; and

WHEREAS, Texas Local Government Code Section 43.0671 states that a municipality may annex an area if each owner of the land in the area requests the annexation; and

WHEREAS, Texas Local Government Code Section 43.0672(a) states that the governing body of a municipality that elects to annex an area under Texas Local Government Code Chapter 43, Subchapter C-3, must first negotiate and enter into an agreement with the owners of the land in the area for the provision of services in the area; and

WHEREAS, the notice requirements of Texas Local Government Code Section 43.0673 have been met; and

WHEREAS, Exhibits "A", "B", "C", and "D" attached hereto are hereby incorporated for all purposes;

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

PART 1: That pursuant to Tyler City Code Sections 10-800 through 10-802, the Texas Local Government Code Section 43.0671 petition is hereby granted and the following described land and territories lying adjacent to and adjoining the City of Tyler, Texas, are hereby added to and annexed to the City of Tyler, Texas, and as shown on the map attached as Exhibit "A" described therein shall be included within the boundary limits of said City, and the present boundary limits of such City, at the various points contiguous to the areas being annexed, are altered and amended so as to include said areas within the corporate limits of the City of Tyler, Texas. Accordingly, the official Tyler City limits map is hereby adjusted as described in Tyler City Code Section 10-802 and that section and map are amended to reflect this annexation.

PART 2: That Tyler City Code Chapter 10, "Tyler Unified Development Code", Article IV., "Subdivision Design and Improvements", Division E., "Participation and Escrow Policies", is hereby amended by amending the list of annexations in Section 10-143 to add this Ordinance Number, with no other changes.

PART 3: That the area so annexed shall be part of the City of Tyler, Texas, and the property so added hereby shall bear its pro rata part of the taxes levied by the City of Tyler, Texas, and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Tyler, Texas.

PART 4: That upon final passage, the annexed area shall be zoned for 3.55 acres of "PMF", Planned Multi-Family District with final site plan.

PART 5: That the Future Land Use Designation for the annexed area is hereby amended to Townhome/Garden Apartment.

PART 6: That the annexed area shall be added to the Council District #5, City Council single member district and the official Voting District Map amended accordingly.

PART 7: That the City Manager is hereby authorized to sign an agreement of municipal services per Texas Local Government Code Section 43.0672.

PART 8: That the City Clerk shall send to the Texas Secretary of State a copy of the ordinance and statement that the annexation is not involved in any litigation.

PART 9: That the City Clerk shall send to the State Comptroller by certified mail a map showing new boundaries for sales tax and a certified copy of the ordinance showing the effective date of the boundary changes.

PART 10: The Planning Department, on behalf of the Mayor, shall file a certified copy of this ordinance and a copy or duplicate of the petition with the County Clerk. The Planning Department shall also file annexation information with the Smith County Appraisal District and anyone else who has requested such information.

PART 11: That certified notice of the Annexation shall be sent by the Legal Department to any Emergency Services District that is located within the annexed area.

PART 12: Should any section, subsection, sentence, provision, clause or phrase be held to be invalid for any reason, such holding shall not render invalid any other section, subsection,

sentence, provision, clause or phrase of this ordinance and same are deemed severable for this purpose.

PART 13: That any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine as provided in Section 1-4 of the Tyler Code. Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Since this ordinance has a penalty for violation, it shall not become effective until after its publication in the newspaper as provided by Section 85 of the Charter of the City of Tyler, Texas, which date is expected to be August 29th, 2025.

PASSED AND APPROVED THIS the 27th day of August A. D., 2025

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

A T T E S T:

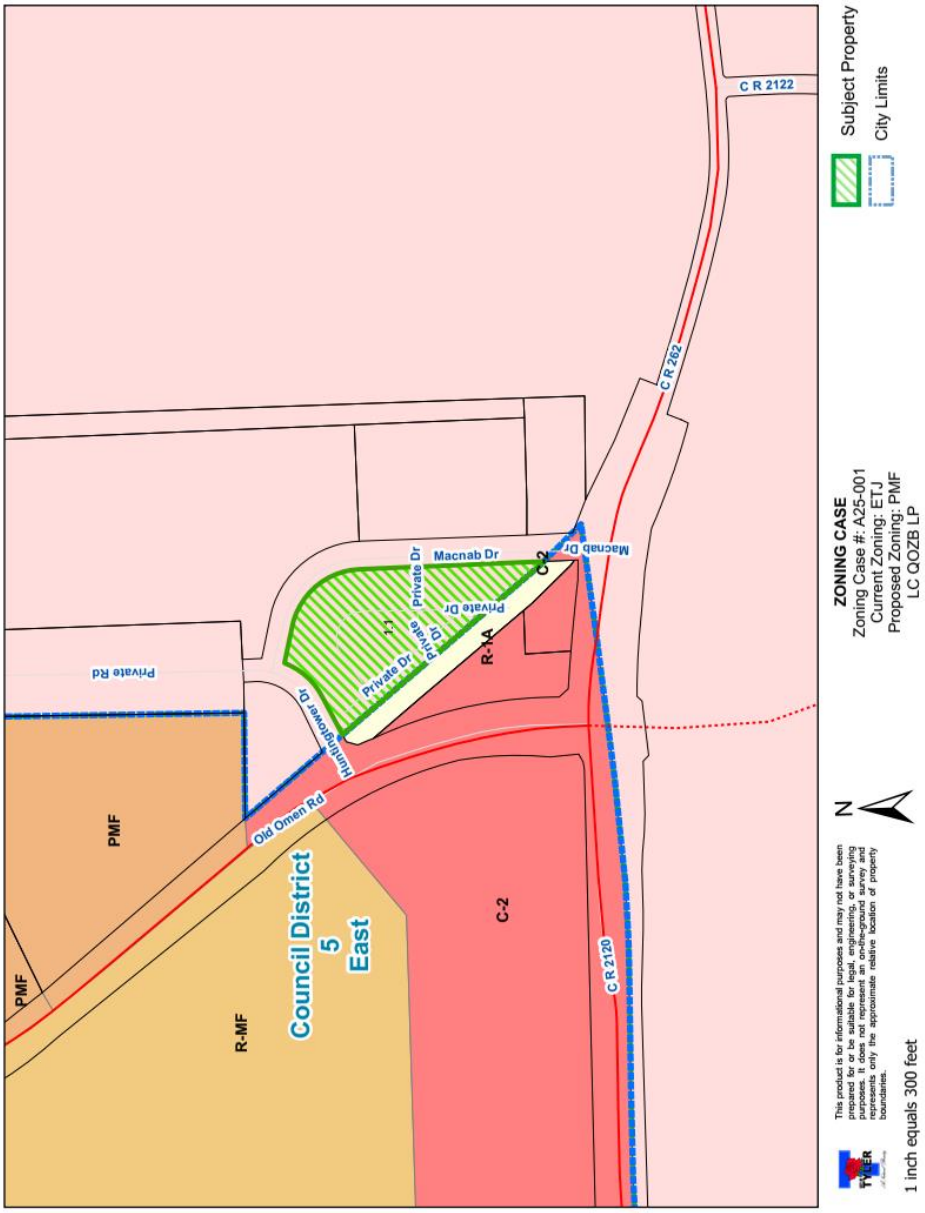
APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

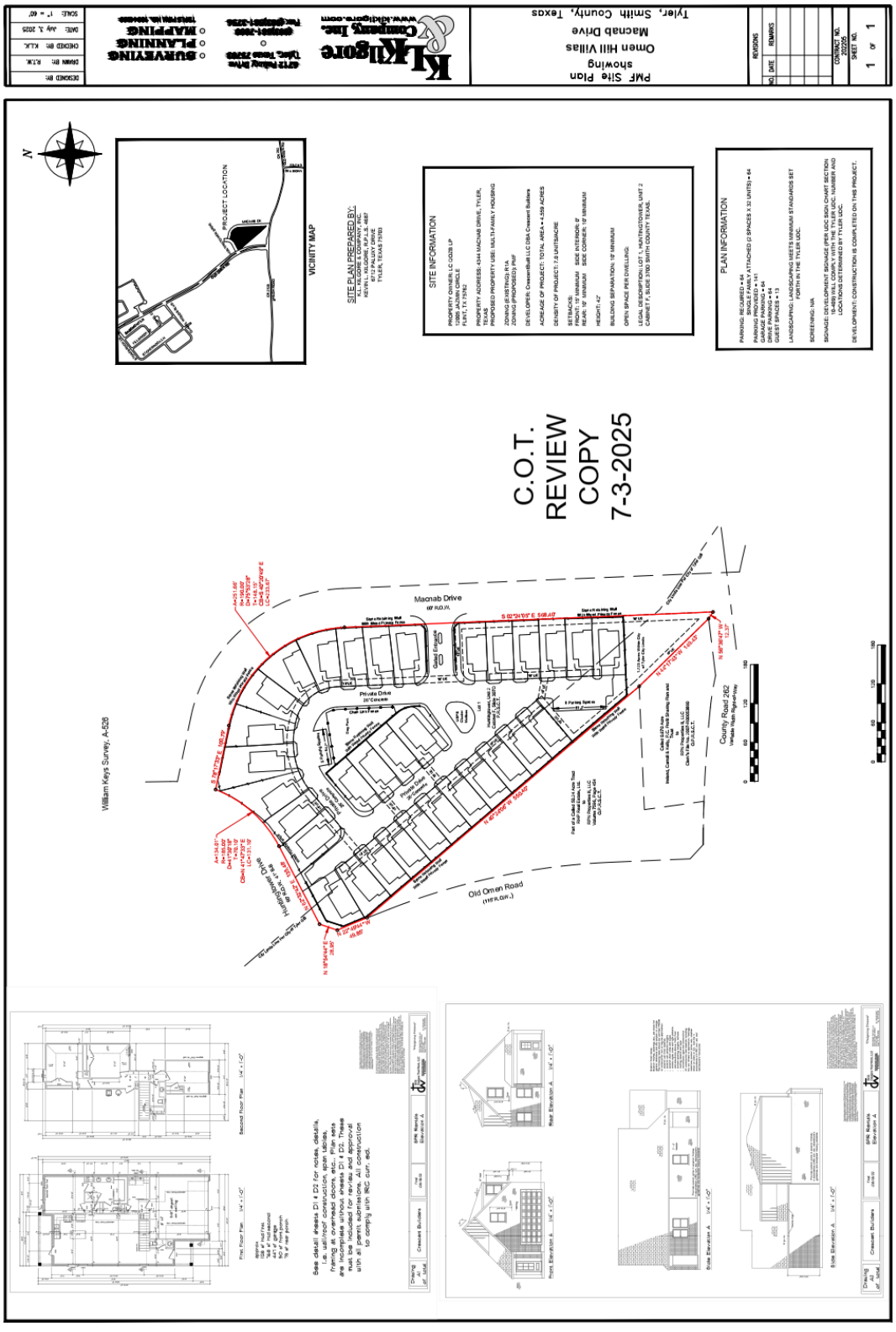
_____
DEBRORAH G. PULLUM,
CITY ATTORNEY

Exhibit A = location map
Exhibit B = property survey
Exhibit C = owner petition
Exhibit D = "PMF" site plan

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



ORDINANCE NO. O-2025-
EXHIBIT "B"
PROPERTY SURVEY



ORDINANCE NO. O-2025-
EXHIBIT "C"
OWNER PETITION

RECEIVED: _____ APPLICATION NO. _____
REFERRAL NO.: _____

REQUEST FOR ANNEXATION OF AREA ON REQUEST OF OWNERS

ITEMS REQUIRED FOR EACH APPLICATION:

(The following items are included in this packet. Instructions are included on each form. There is some repetition because the different forms are necessary for different reasons.)

A. PETITION FOR ANNEXATION
B. APPLICANT'S SUPPORT INFORMATION FOR ANNEXATION REQUEST
C. LIST OF OWNERS OF ALL PROPERTY TO BE ANNEXED
D. AUTHORIZATION OF AGENT
E. MAP OF AREA (FORM E IS AN EXAMPLE ONLY.)

(Provide a map of the area of the annexation request drawn to scale. Show all land uses, identify the ownership of each parcel of land, show any public ways within or abounding the areas, show any easements within or bordering the areas, and show the existing city limits.)

(NOTE: Filing fee of $420.00 (City Code Sec. 10-776) must be received with annexation petition)

****

ALL ANNEXATION IS BY ORDINANCE, AND ONLY THE CITY COUNCIL HAS THE AUTHORITY TO MAKE OR TO ENACT AN ORDINANCE. THIS REQUEST FOR ANNEXATION WILL NOT BE EFFECTIVE UNLESS IT IS PASSED BY THE CITY COUNCIL.

ANNEXATION PETITIONS MUST BE FILED IN THE PLANNING DEPARTMENT, TYLER DEVELOPMENT CENTER, 423 WEST FERGUSON.

PLEASE HAVE A REPRESENTATIVE PRESENT AT ALL PUBLIC HEARINGS. THE APPLICANT HAS THE DUTY TO PRODUCE EVIDENCE BEFORE THE PLANNING AND ZONING COMMISSION AND THE CITY COUNCIL TO JUSTIFY LEGALLY THE PROPOSED ANNEXATION.

CITY OF TYLER

FORM A

REQUEST FOR ANNEXATION OF AREA ON REQUEST OF OWNERS

TO THE HONORABLE MAYOR AND GOVERNING BODY OF THE CITY OF TYLER, TEXAS

The undersigned owners of the hereinafter described tract of land hereby request your Honorable Body to extend the present City limits so as to include as a part of the City of Tyler, Texas, the following described territory (complete and accurate field notes must be attached), to-wit:

Pursuant to Texas Local Government Code Section 43.0671, which provides for the annexation of an area if each owner of land in the area requests the annexation.

That I (we), the undersigned, hereby certify that the tract described on FORM A and attached field notes, which is the subject of this annexation petition, is located adjacent to and adjoins the existing corporate limits of the City of Tyler, Texas, and that this petition is signed and duly acknowledged by each and every individual or corporation having a proprietary interest in said land.

IN WITNESS WHEREOF, I (We), as owner(s) of real property in the area described herein, hereby request annexation of this area, pursuant to Texas Local Government Code Section 43.0671, by signing this request on the date shown below.

[signature] — **SIGNATURE**

Kory Moon — **PRINT NAME**

7/1/25 — **DATE**

(ACKNOWLEDGMENT)

THE STATE OF Texas
COUNTY OF Smith

This petition was acknowledged before me on the 1st **day of** July, 2025 **by** Kory Moon.

[signature] — **Notary Public**
State of Texas

MARINA LOPEZ
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 04/22/28
NOTARY ID 132401266

FORM A1

That I (we), the undersigned, hereby certify that the tract described on FORM A, which is the subject of this annexation petition, is located adjacent to and adjoins the existing corporate limits of the City of Tyler, Texas, and that this petition is signed and duly acknowledged by each and every individual or corporation having a proprietary interest in said land.

IN WITNESS WHEREOF, I (We), as owner(s) of real property in the area described herein, hereby request annexation of this area, pursuant to Texas Local Government Code Section 43.0671, by signing this request on the date shown below.

SIGNATURE — PRINT NAME: Kory Moon

DATE: 7/1/25

SIGNATURE — PRINT NAME

DATE

(ACKNOWLEDGMENT)

THE STATE OF Texas
COUNTY OF Smith

This petition was acknowledged before me on the 1st day of July, 2025 by Kory Moon.

MARINA LOPEZ
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 04/22/28
NOTARY ID 132401266

Notary Public
State of Texas

(ACKNOWLEDGMENT)

THE STATE OF _____
COUNTY OF _____

This petition was acknowledged before me on the _____ day of _____, _____ by _____.

Notary Public
State of _____

FORM B

APPLICANT'S SUPPORT INFORMATION FOR ANNEXATION REQUEST

Applicants shall submit the following information in support of their petition for annexation. This information will be utilized by the staff in preparing comments for City Council and in responding to citizens' inquiries.

1. **I (We) propose to utilize this property for the following purpose(s):**

   32 Single Family Homes PMF zoning requested

2. **I (We) am/are requesting this annexation for the following reason(s):**

3. **State present use and condition of property and/or structures:**

   32 Single Units

4. **What is the location of the nearest water and sewer lines? Please indicate location on area map. (This information is available at the City Water Utilities Department, 511 West Locust Street)**

   N/A Are on City Water & Sewer

5. **Any additional information that you desire to provide concerning your annexation request:**

903-780-5484
Owner's Telephone Number

SIGNED:
OWNER (of property to be annexed)

OR

Agent's Telephone Number

AGENT (When applicable – See Form D)

W:\PZ\Applications\ANNEXATION APPLICATION_draft.doc

Reviewed by Legal 9/22/21

CITY OF TYLER

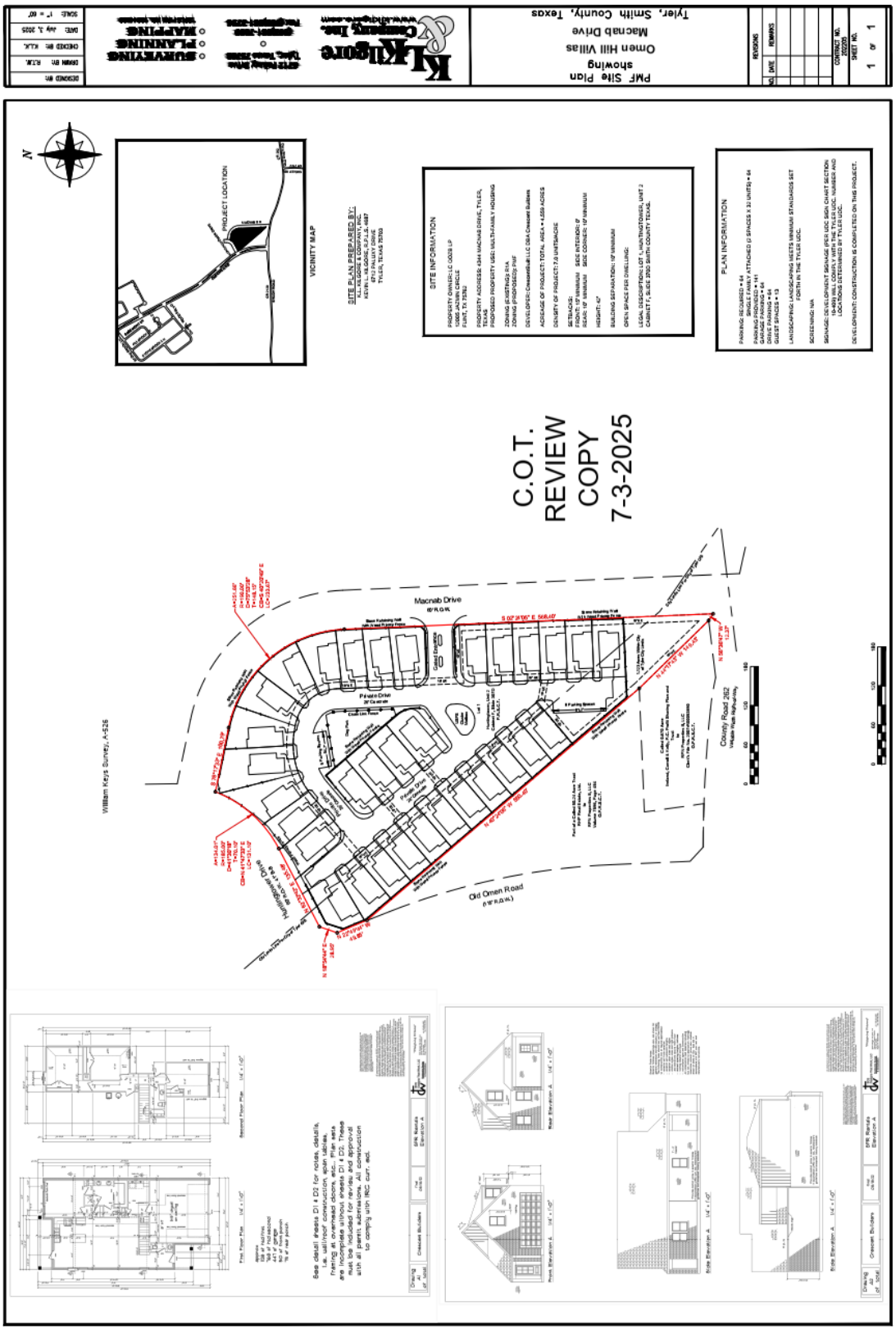
FORM C

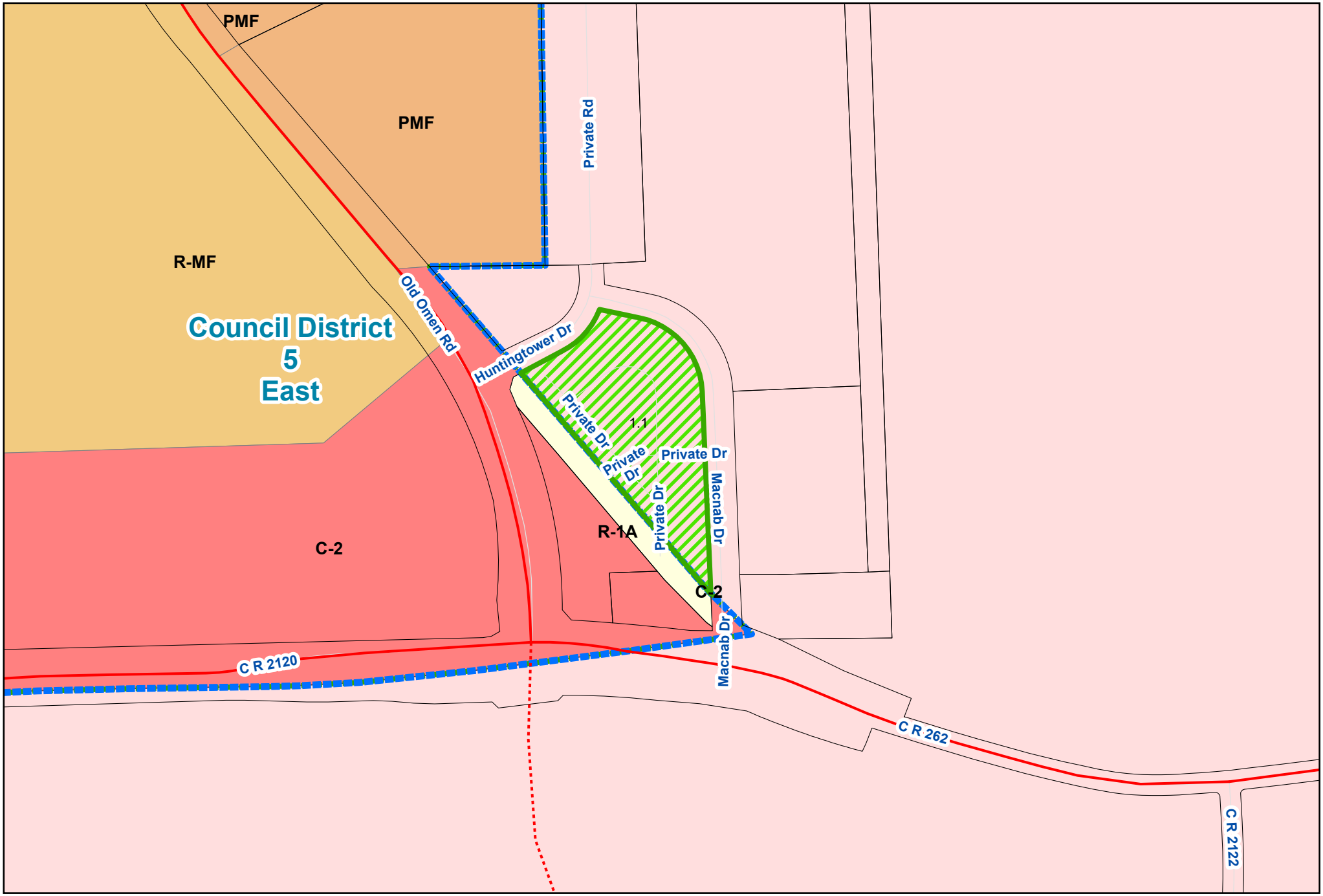
LIST OWNER(S) OF ALL PROPERTY REQUESTED TO BE ANNEXED

List the names and addresses of all owners of property included within the area requested by the annexation petition. (Please print)

	NAME	MAILING ADDRESS
1.	✓ LCQ02B L.P.	11621 CR 166 Tyler Tx 75703
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		

ORDINANCE NO. O-2025-
EXHIBIT "D"
"PMF" SITE PLAN





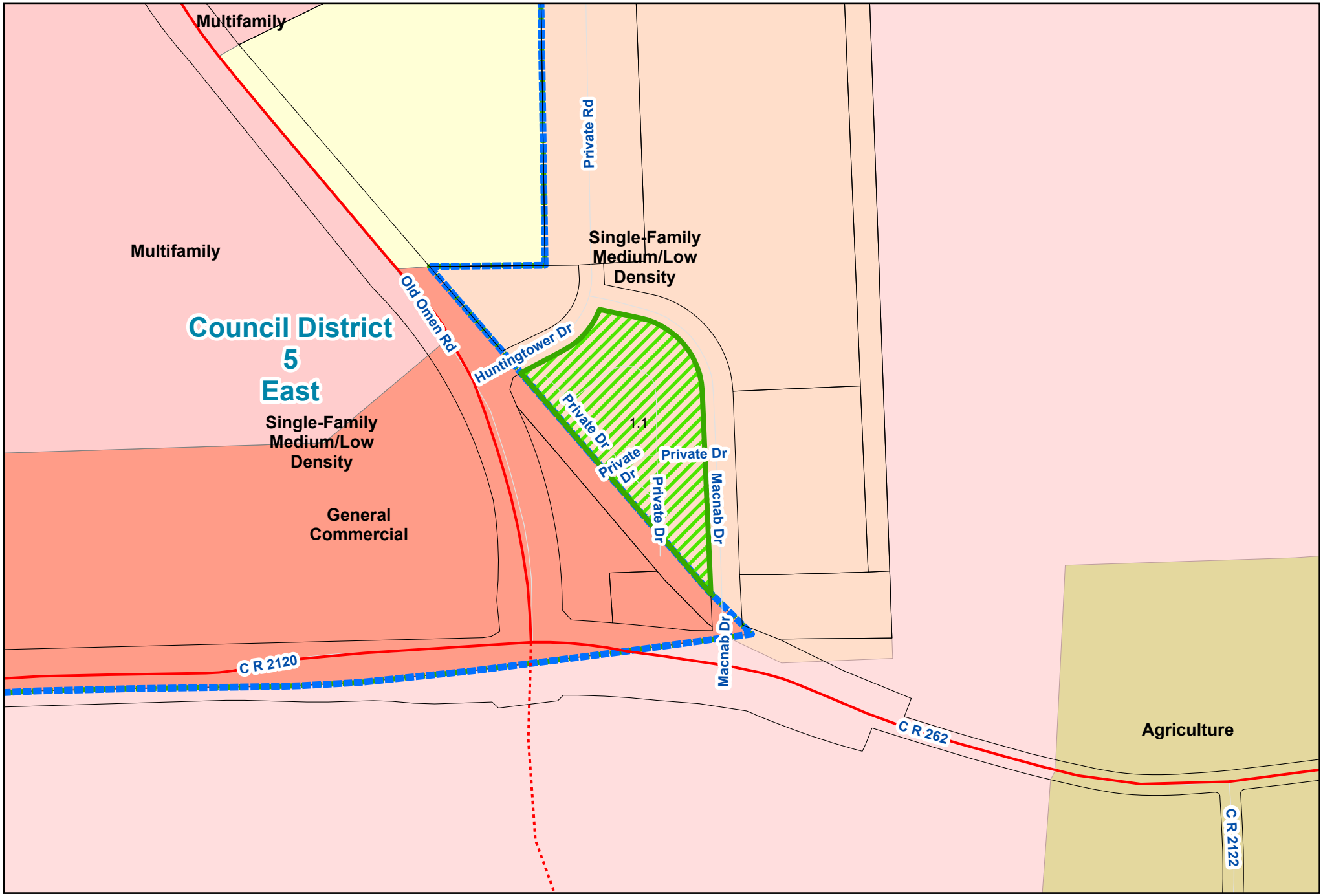
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1 inch equals 300 feet

N

ZONING CASE
Zoning Case #: A25-001
Current Zoning: ETJ
Proposed Zoning: PMF
LC QOZB LP

Subject Property
City Limits



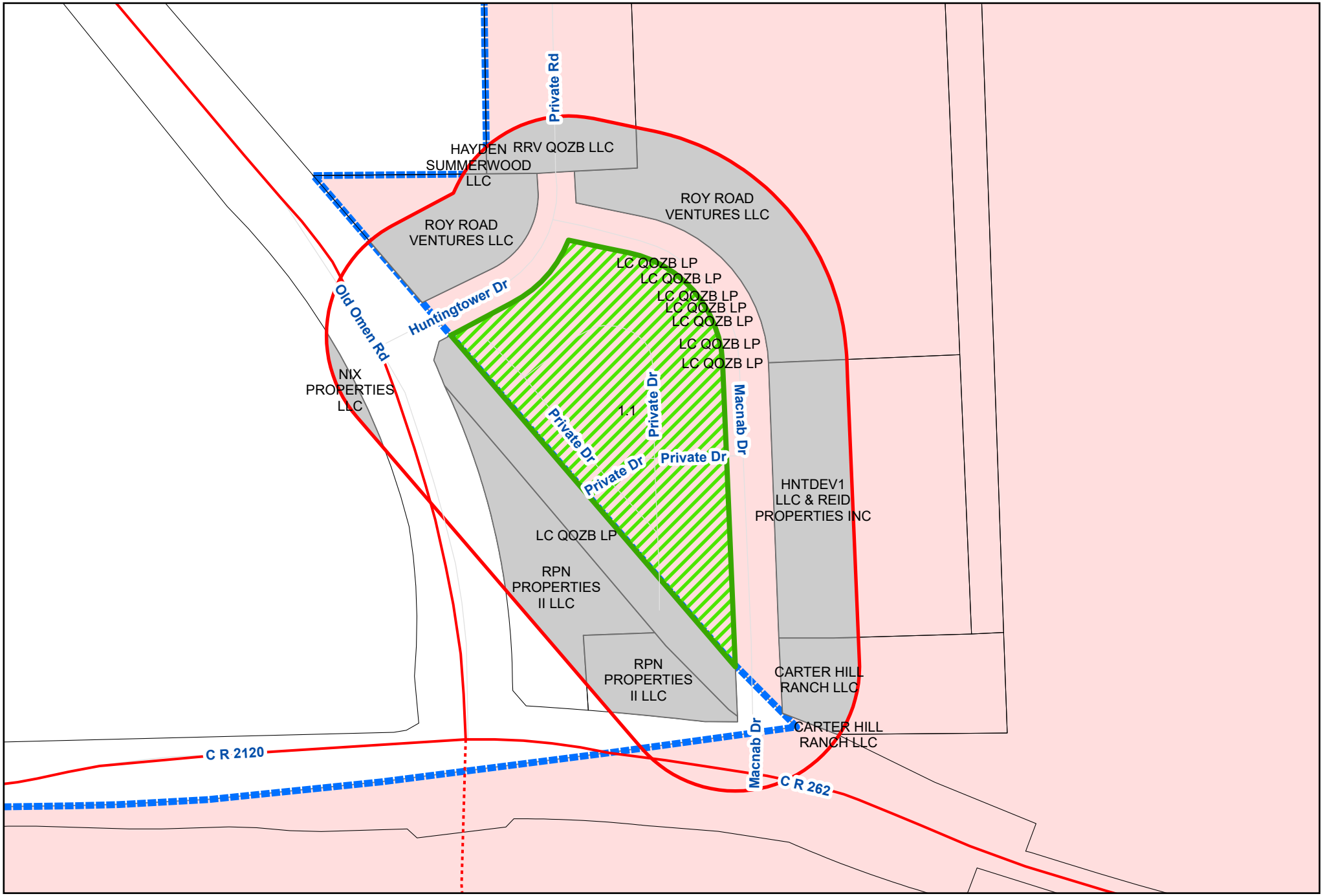
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ZONING CASE
Zoning Case #: A25-001
Current Zoning: ETJ
Proposed Zoning: PMF
LC QOZB LP

Subject Property
200' Mailed Notification Area
City Limits

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-8

Date: August 27, 2025

Subject: PD25-015 LC QOZB LP (4344 MACNAB DRIVE) Request that the City Council consider adoption of an Ordinance approving a zone change from R-1A, Single-Family Residential District to PMF, Planned Multi-Family District with final site plan.

Item Reference:

The applicant is requesting the zone change to bring a multi-family housing development into conformance on an approximately 1.01 acre portion of Lot 1 of the Huntingtower, Unit 2 Final Plat, one lot containing approximately 4.56 acres of land located at the southeast intersection of Old Omen Road and Huntingtower Drive (4344 Macnab Drive).

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

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

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

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

a. A variety of housing types, employment opportunities, or commercial services to

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

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

The adjacent property to the northeast, is located in Zone 2 of the Tyler ETJ and is a continuation of this property. The adjacent properties to the southwest are zoned C-2, General Commercial District and are undeveloped.

The Tyler 1st Future Land Use Guide (FLUG) identifies this property as General Commercial. This request would amend the FLUG to be Townhome/Garden Apartment.

The applicant has already constructed a 32 unit residential neighborhood on this property. The development currently contains all units located on one lot with a private driveway providing internal access. The development is privately gated with access coming off of Macnab Drive. The proposed multi-family zoning is intended to allow the applicant to subdivide the existing development. This should not be construed to set a precedent allowing a new development to utilize a multi-family zoning and private ways to have detached houses on individual lots. The property is developed at a density of seven units per acre with front yard setbacks of 15 feet and rear yard setbacks of ten feet. There is a minimum ten foot separation between buildings with a maximum height of 42 feet. The property is generally developed according to the standards set forth in the City of Tyler's UDC. All future development of the property will be done according to the regulations of the UDC.

On August 5, 2025, the Planning and Zoning Commission held a public hearing for this request. There was no significant discussion.

As of Friday, August 22, 2025, of the eight notices mailed, no notices were returned in favor or in opposition to the request.

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

RECOMMENDATION:

The Planning and Zoning Commission by a 7-0 vote recommends approval of the zone change from R-1A, Single-Family Residential District to PMF, Planned Multi-Family District with final site plan.

Attachments:

Ordinance
Location Map
Future Land Use Guide Map
Notification Map

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

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2025-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CHANGING THE ZONING FROM "R-1A", SINGLE-FAMILY RESIDENTIAL DISTRICT TO "PMF", PLANNED MULTI-FAMILY RESIDENTIAL DISTRICT WITH A FINAL SITE PLAN ON AN APPROXIMATELY 1.01 ACRE PORTION OF LOT 1 OF THE HUNTINGTOWER, UNIT 2 FINAL PLAT, ONE LOT CONTAINING APPROXIMATELY 4.56 ACRES OF LAND LOCATED AT THE SOUTHEAST INTERSECTION OF OLD OMEN ROAD AND HUNTINGTOWER DRIVE (4344 MACNAB DRIVE); DIRECTING THE AMENDMENT OF THE ZONING MAP; DIRECTING THE AMENDMENT OF THE FUTURE LAND USE GUIDE MAP; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

I. APPLICATION PD25-015

That the following described property, which has heretofore been zoned "R-1A", Single-Family Residential District, shall hereafter bear the zoning classification of "PMF", Planned Multi-Family District with a final site plan, to wit:

> An approximately 1.01 acre portion of Lot 1 of the Huntingtower, Unit 2 Final Plat, one lot containing approximately 4.56 acres of land located at the southeast intersection of Old Omen Road and Huntingtower Drive (4344 Macnab Drive) and in accordance with the Final Site Plan in Exhibit "A" attached hereto and incorporated herein.

PART 2: That the City Manager is hereby ordered and directed to cause the zoning map to be amended to reflect the above described zoning and the Future Land Use Guide to reflect Townhome/Garden Apartment.

PART 3: Should any section, subsection, sentence, provision, clause or phrase be held to be invalid for any reason, such holding shall not render invalid any other section, subsection,

sentence, provision, clause or phrase of this ordinance and same are deemed severable for this purpose.

PART 4: That any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine as provided in Section 1-4 of the Tyler Code. Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Since this ordinance has a penalty for violation, it shall not become effective until after its publication in the newspaper as provided by Section 85 of the Charter of the City of Tyler, Texas, which date is expected to be August 29th, 2025.

PASSED AND APPROVED this the 27th day of August A.D., 2025.

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

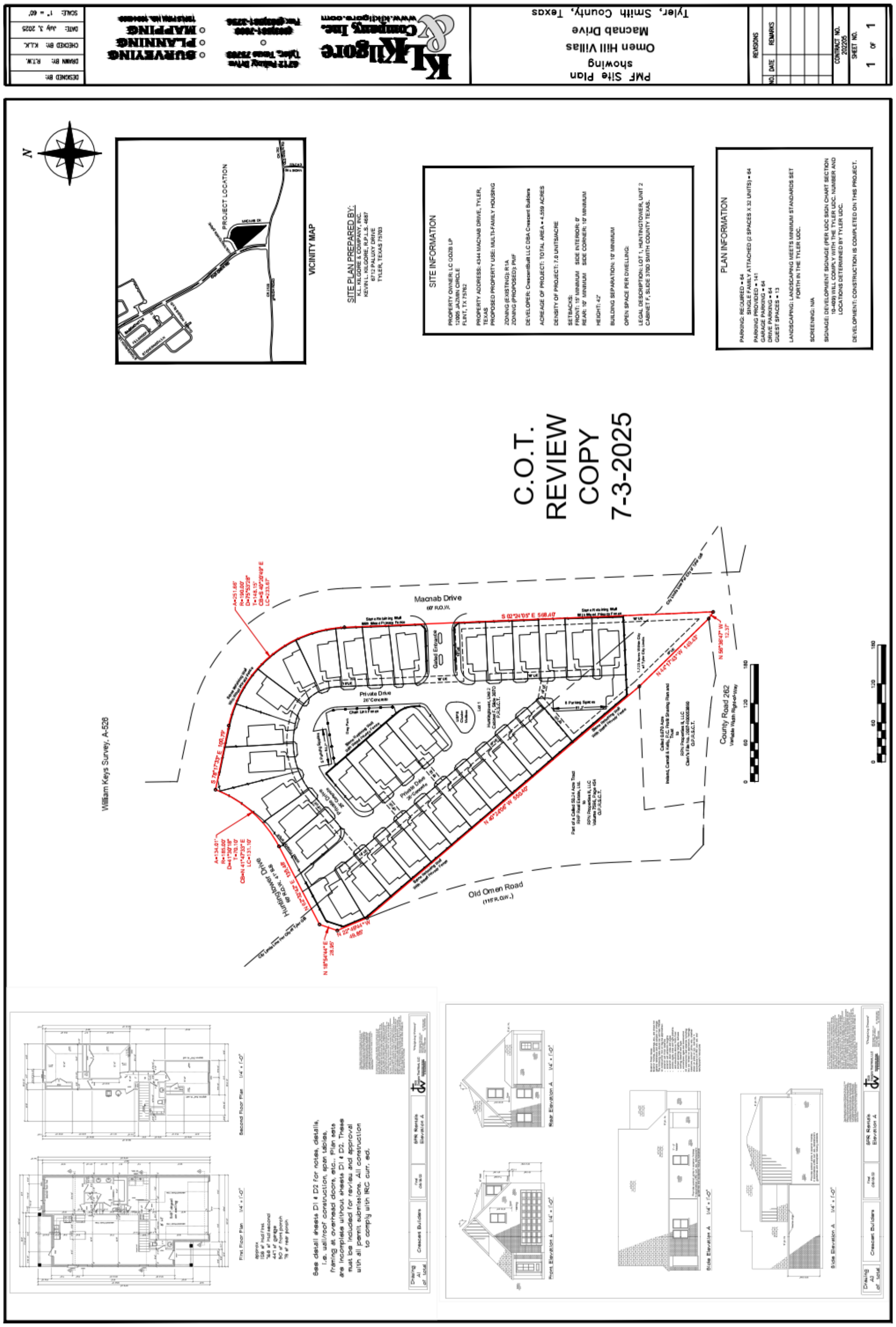
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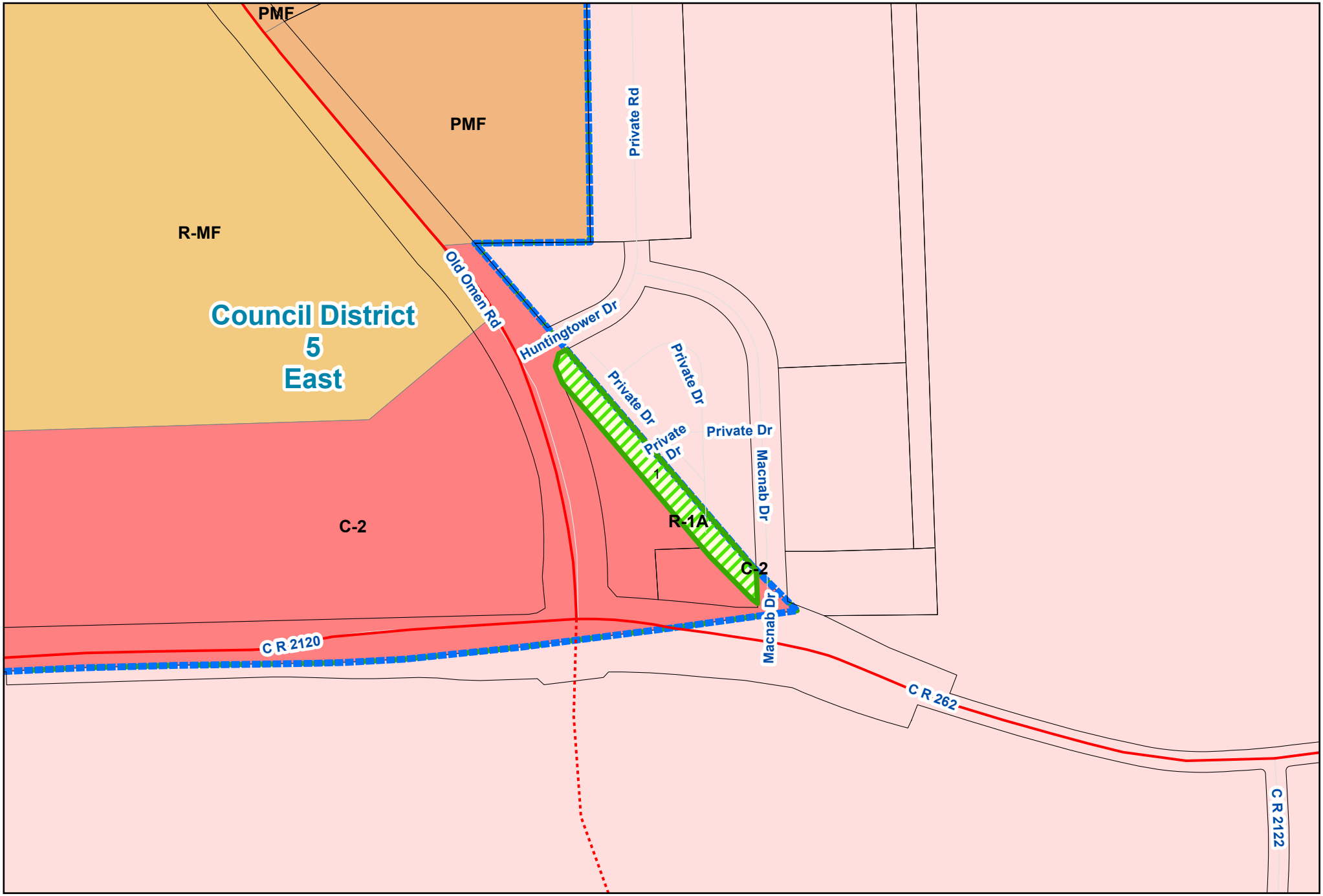
APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

ORDINANCE NO. <u>O-2023-</u>
EXHIBIT "A"
FINAL SITE PLAN





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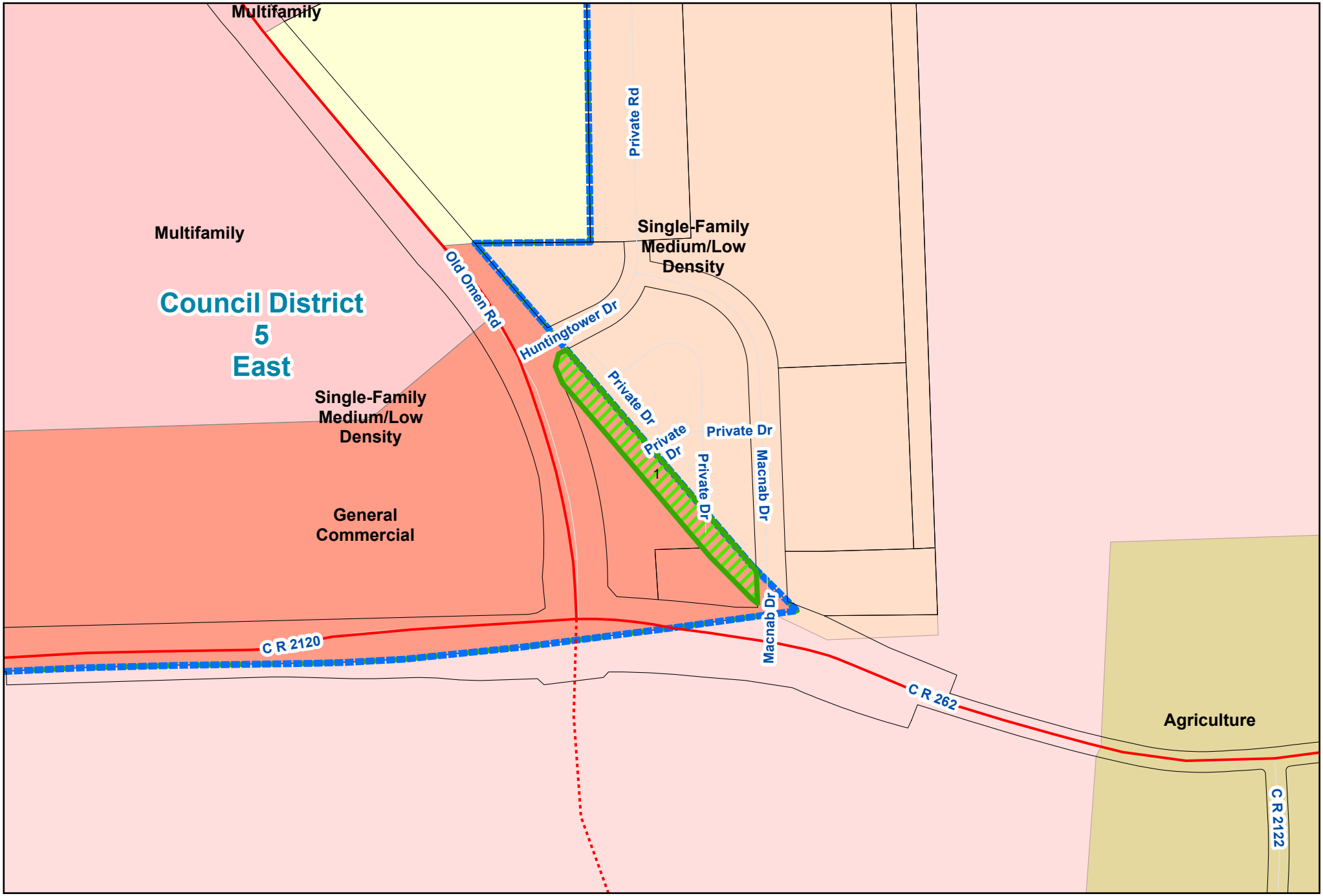
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ZONING CASE
Zoning Case #: PD25-015
Current Zoning: R-1A
Proposed Zoning: PMF
LC QOZB LP

Subject Property

City Limits



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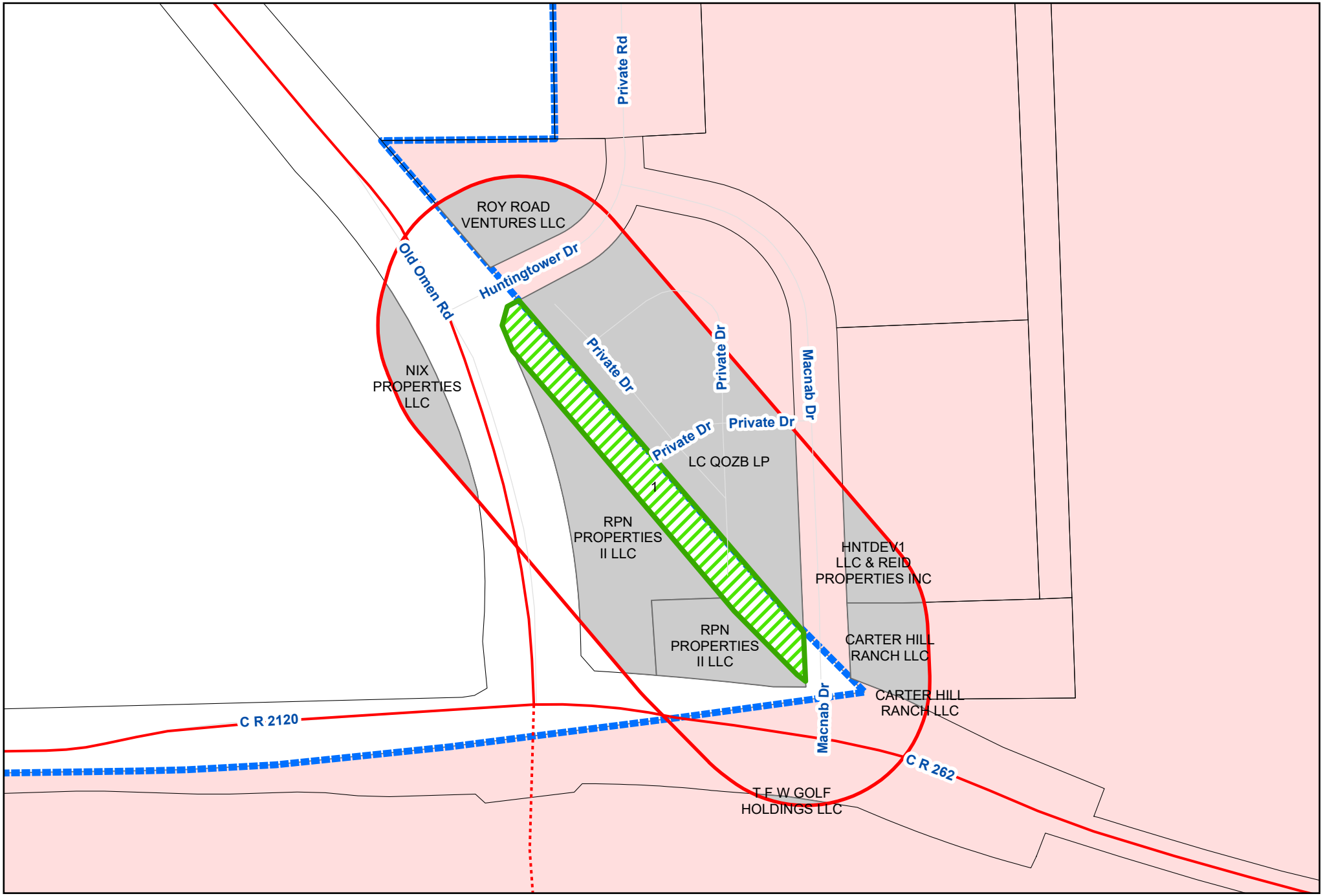
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ZONING CASE
Zoning Case #: PD25-015
Current Zoning: R-1A
Proposed Zoning: PMF
LC QOZB LP

Subject Property

City Limits



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ZONING CASE
Zoning Case #: PD25-015
Current Zoning: R-1A
Proposed Zoning: PMF
LC QOZB LP

Subject Property
200' Mailed Notification Area
City Limits

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. H-1

Date: August 27, 2025

Subject: Request that the City Council consider conducting a public hearing on the proposed Fiscal Year 2025-2026 Annual Budget and on the proposed property tax rate of $0.236452 per $100 of taxable property value.

Item Reference: **City of Tyler, Texas Charter requirements and the State of Texas Statutes concerning budgeting and "Truth-In Taxation" for municipalities.**

I. Budget Hearing

The Fiscal Year 2025-2026 Budget was presented to City Council on August 13, 2025. During this meeting, the City Council set August 27, 2025, and September 10, 2025, as the dates for the mandated public hearing on the proposed budget and the public hearing on the proposed property tax rate.

The combined statement of proposed revenues and expenditures for all funds for Fiscal Year 2025-2026 is included in the attachments to this communication.

II. Tax Rate Hearing

Based on current information received from the Smith County Tax Assessor-Collector Office, in order to have a balanced budget, a tax rate of $0.236452 per $100 valuation is required. The proposed property tax rate is $0.236452, the no-new-revenue tax rate is $0.228305, and the voter-approval tax rate is $0.236452 as calculated by the Smith County Tax Assessor-Collector's Office.

RECOMMENDATION:

It is recommended that the City Council consider conducting a public hearing on August 27, 2025, and September 10, 2025, regarding the proposed Fiscal Year 2025-2026 Annual Budget and the proposed property tax rate of $0.236452 per $100 of taxable property value. Following these hearings, the City Council will consider adopting the proposed tax rate and Fiscal Year 2025-2026 Annual Budget on September 10, 2025, at 9:00 a.m. during the City Council's regularly scheduled meeting at City Hall on 212 North Bonner Avenue.

Attachments:
2025-2026 Combined Budget Financial Statements

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

Edited/Submitted By:
City Manager

City of Tyler

Proposed Fiscal Year 2025-2026 Budget

Financial Snap Shot

Year to Year Comparison	2024-25	2025-26	$ Change	% Change
Adjusted Taxable Value	13,410,271,543	14,175,926,144	765,654,601	5.71%
Net Taxable Value	11,143,560,219	12,004,281,640	860,721,421	7.72%
Taxable value of all new properties	236,316,968	253,680,842	17,363,874	7.35%
Taxable value of average home	256,462	274,111	17,649	6.88%
Tax Rate	0.240085	0.236452	(0.003633)	-1.51%
Transfers	96,015,975	100,245,898	4,229,923	4.41%
Change in Property Tax Revenues	30,359,143	32,094,452	1,735,309	5.72%
Increase in tax revenues due to new properties		599,833		

Tax Rate Information			
Current Tax Rate	$	0.240085	per $100 valuation
No-new-revenue Tax Rate	$	0.228305	per $100 valuation
Voter-approval Tax Rate	$	0.236452	per $100 valuation
Proposed Tax Rate	**$**	**0.236452**	**per $100 valuation**

Tax Impact	2024-25	2025-26	$ Change	% Change
Tax Rate	0.240085	0.236452	(0.003633)	-1.51%
Average Home	615.73	648.14	32.41	5.26%

This budget will raise more total property taxes than last year's budget by $1,735,309 or 5.72%, and of that $599,833 is revenue to be raised from new property added to the tax roll this year.

ESTIMATED AD VALOREM TAX COLLECTION & ADOPTED DISTRIBUTION
FISCAL YEAR 2025-2026

Assessed Valuation for 2025		13,410,271,543
Gain (Loss) in Value (includes over 65 & disable)		1,019,335,443
Less Frozen - Over 65 & Disabled Values		(2,425,325,346)
Less Disabled Values		-
Net Taxable Value		12,004,281,640
Tax Rate Per $100 Valuation		0.236452
Revenue from Net Taxable Value	$	28,384,364
Plus Over 65 levy		3,756,200
Plus Disabled Levy		115,167
Total Levy	$	32,255,731
Estimated Collections		99.500%
TOTAL FUNDS AVAILABLE	$	32,094,452

SCHEDULE OF TAX LEVY AND COLLECTION RATE

TAX YEAR	TOTAL ASSESSED VALUATION	TAX RATE	TAX LEVY	TAX COLLECTIONS	% COLLECTIONS TO LEVY
2006	5,569,801,329	0.223657	12,457,251	12,228,626	98.165%
2007	6,143,037,626	0.199000	12,224,645	12,015,970	98.293%
2008	6,574,872,417	0.204000	13,412,740	13,181,061	98.273%
2009	6,700,382,716	0.204000	13,668,781	13,434,088	98.283%
2010	6,667,500,469	0.208865	13,926,075	13,686,546	98.280%
2011	6,730,580,806	0.208865	14,057,828	13,853,146	98.544%
2012	6,844,942,994	0.207708	14,217,494	14,010,487	98.544%
2013*	7,012,396,334	0.220000	15,249,367	15,027,336	98.544%
2014*	7,191,673,279	0.220000	15,672,125	15,515,404	99.000%
2015*	7,519,723,382	0.220000	16,342,661	16,179,234	99.000%
2016*	7,807,290,136	0.230000	17,586,620	17,410,754	99.000%
2017*	8,117,880,826	0.240000	18,942,816	18,696,559	98.700%
2018*	8,675,367,458	0.244452	20,639,743	20,536,545	99.500%
2019*	9,064,015,823	0.259900	22,690,051	22,576,601	99.500%
2020*	9,397,648,602	0.259000	23,354,636	23,237,863	99.500%
2021*	9,770,807,914	0.269900	25,115,312	24,989,735	99.500%
2022*	10,948,828,831	0.261850	27,164,224	27,028,403	99.500%
2023*	12,191,671,766	0.247920	28,771,805	28,627,946	99.500%
2024*	13,769,691,388	0.240085	30,511,702	30,359,143	99.500%
2025*	13,769,691,388	0.236452	32,255,731	32,094,452	99.500%

DISTRIBUTION OF CURRENT TAXES

FUND	ADOPTED TAX RATE 2024-2025	PROPOSED TAX RATE 2025-2026	AMOUNT 2025-2026	PERCENT
General Fund	$0.236452	$0.236452	$31,752,674	98.94%
TIF/TIRZ #3	$0.236452	$0.236452	$93,897	0.29%
TIF/TIRZ #8	$0.236452	$0.236452	$247,881	0.77%
TOTAL	$0.236452	$0.236452	$32,094,452	100.00%

Combined Statement of Revenue and Expenditures

All Funds

Fiscal Year 2025-2026

Fund	Opening Balance	Revenues	Expenditures	Transfers In / (Transfers Out)	Closing Balance
101 General	14,706,720	100,245,898	95,899,320	(4,346,578)	14,706,720
102 General Capital Projects	841,868	58,000	1,406,768	595,000	88,100
103 Street Improvements	125,759	65,000	2,528,590	2,400,856	63,025
202 Development Services	2,886,699	3,110,333	3,312,979	-	2,684,053
204 Cemeteries Operating	228,771	135,369	603,819	390,000	150,321
205 Police Forfeitures	234,392	56,000	187,000	-	103,392
206 Park Improvement Fund	57,422	803,119	802,500	-	58,041
207 Court Special Fees	522,217	488,800	436,662	-	574,355
208 Economic Development Fund	467,086	16,500	208,750	175,000	449,836
211 Hotel Occupancy Tax	1,490,955	5,507,959	1,682,000	(4,220,400)	1,096,514
217 TIF/TIRZ # 4	994,544	801,501	249,009	-	1,547,036
218 TIF/TIRZ # 3	381,663	295,255	20,000	-	656,918
219 Tourism and Convention	78,835	1,055,400	4,577,340	3,580,000	136,895
234 Passenger Facility	868,661	225,000	-	(72,000)	1,021,661
235 Rainy Day Fund	7,640,288	355,000	100,000	-	7,895,288
236 PEG Fee	1,146,278	156,165	710,569	-	591,874
274 Homeownership and Housing	488	20	-	-	508
276 Housing Assistance	1,494,939	12,676,320	12,845,709	-	1,325,550
285 MPO	829	591,005	591,834	-	-
286 Transit System	13,000	4,340,308	5,223,618	916,208	45,898
294 Community Development Grant	196,142	753,501	745,204	-	204,439
295 Home Grant	608,132	1,138,205	1,145,049	-	601,288
302 HOT Debt Service Fund	2,363	-	595,400	595,400	2,363
502 Utilities Operations	15,513,702	65,646,934	45,502,110	(19,514,066)	16,144,460
503 Utilities Construction	9,353,410	350,000	14,505,599	13,000,000	8,197,811
504 Utilities Debt Service	3,764,505	11,692,689	17,069,753	5,584,310	3,971,751
505 Utilities Debt Reserve	11,296	450	-	-	11,746
524 Airport	1,700,805	1,685,247	1,962,229	52,000	1,475,823
560 Solid Waste	2,305,750	18,759,736	17,203,774	(1,179,757)	2,681,955
562 Solid Waste Capital	167,622	25,000	825,000	825,000	192,622
575 Storm Water	659,680	3,633,352	3,598,723	-	694,309
639 Productivity	1,887,740	75,000	1,255,900	300,000	1,006,840
640 Fleet Maintenance/Replacement	4,767,868	19,131,216	19,571,106	(100,000)	4,227,978
650 Property and Liability	4,383,213	4,779,571	4,636,159	-	4,526,625
661 Active Employees Benefits	4,165,788	17,252,188	18,087,168	-	3,330,808
663 Facilities Maintenance	528,966	836,544	1,496,449	244,028	113,089
671 Technology	3,253,112	7,646,489	11,392,468	857,000	364,133
713 Cemeteries Trust	3,463,115	174,600	-	(65,000)	3,572,715
761 Retired Employees Benefits	84,790	2,830,209	2,828,682	-	86,317

General Fund (101)

Statement of Revenues, Expenditures, and Changes in Working Capital

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Unreserved Fund Balance	$ 5,300,880	$ 1,459,327	$ 1,459,327	$ 902,648
Operating Reserve	12,278,114	13,356,122	13,356,122	13,804,072
Beginning Fund Balance / Working Capital	**17,578,994**	**14,815,449**	**14,815,449**	**14,706,720**
Revenues				
Property Taxes	28,535,332	30,528,410	30,422,739	32,114,266
Franchises	11,695,427	12,211,595	11,951,839	12,276,739
Sales & Use Taxes	40,681,615	41,566,339	42,754,902	44,006,140
Licenses & Permits	397,129	358,724	318,118	329,250
Fines & Penalties	4,495,705	4,306,200	4,846,966	4,652,000
Use of Money & Property	1,655,408	1,862,196	1,393,138	1,864,356
Current Services	3,023,916	3,288,779	3,211,990	3,519,341
Other Agencies	1,123,625	920,454	1,121,885	925,130
Miscellaneous	527,308	726,176	420,665	558,676
Total Revenues	**92,135,465**	**95,768,873**	**96,442,242**	**100,245,898**
Expenditures				
General Government	8,407,646	8,699,123	8,509,416	9,833,415
Police	36,429,345	37,582,042	37,417,549	38,670,263
Police Grants	587,050	385,229	256,202	256,251
Fire	25,565,309	25,333,651	26,240,749	26,062,083
Fire Grants	513,909	510,173	784,626	676,913
Public Services	8,279,046	9,521,219	8,988,633	9,477,274
Parks and Recreation	4,956,820	5,273,204	5,258,142	5,846,200
Library	2,096,539	2,186,883	2,089,510	2,335,032
Municipal Court	2,205,149	2,595,628	2,482,321	2,741,889
Total Expenditures	**89,040,813**	**92,087,152**	**92,027,148**	**95,899,320**
Transfer In	-	-	-	-
Fair Plaza Fund (240)	-	-	-	-
(Transfer Out)	*(5,858,197)*	*(3,928,823)*	*(4,523,823)*	*(4,346,578)*
General Capital Projects (102)	(1,250,000)	(70,000)	(665,000)	(595,000)
Quality Street Commitment Fund (103)	(2,045,688)	(2,228,712)	(2,228,712)	(2,400,856)
Cemetery (204)	(325,000)	(325,000)	(325,000)	(325,000)
Fair Plaza Fund (240)	-	-	-	-
Transit (286)	(936,204)	(853,806)	(853,806)	(916,208)
Property Facility (663)	(101,305)	(101,305)	(101,305)	(109,514)
Productivity Fund (639)	(250,000)	-	-	-
Fleet Fund (640)	(500,000)	-	-	-
Technology Admin (671)	(450,000)	(350,000)	(350,000)	-
Rainy Day Fund (235)	-	-	-	-
Unreserved Fund Balance	1,459,327	755,274	902,648	321,822
Operating Reserve	13,356,122	13,813,073	13,804,072	14,384,898
Ending Fund Balance / Working Capital	**$ 14,815,449**	**$ 14,568,347**	**$ 14,706,720**	**$ 14,706,720**

General Fund (101)
Statement of Revenues
Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Property Taxes				
Current	$ 28,115,105	$ 30,108,410	$ 30,071,109	$ 31,752,674
Delinquent	167,215	185,000	123,719	145,000
Penalty and Interest	253,012	235,000	227,911	216,592
Total Property Taxes	**28,535,332**	**30,528,410**	**30,422,739**	**32,114,266**
Franchises				
Power and Light	4,736,125	4,624,221	4,581,415	4,621,550
Natural Gas	1,061,393	1,045,704	1,034,034	1,042,800
Telephone	461,002	525,000	454,926	475,000
Cable Television	962,380	1,001,517	816,675	847,000
Commercial Waste Hauler	1,186,745	1,214,239	1,161,404	1,269,475
Water and Sewer Franchise	3,287,782	3,800,914	3,903,385	4,020,914
Total Franchises	**11,695,427**	**12,211,595**	**11,951,839**	**12,276,739**
Sales and Use Taxes				
Sales Taxes	40,009,730	40,901,127	42,122,526	43,343,928
Mixed Drink Taxes	646,552	627,212	602,265	627,212
Bingo Taxes	25,333	38,000	30,111	35,000
Total Sales and Use Taxes	**40,681,615**	**41,566,339**	**42,754,902**	**44,006,140**
Licenses and Permits				
Parking Meters	80,970	25,724	14,174	-
Wrecker Permits	3,880	4,250	3,136	4,250
Burglar Alarms	312,279	325,000	300,108	325,000
ROW Permits	-	3,750	700	-
Total Licenses and Permits	**397,129**	**358,724**	**318,118**	**329,250**
Fines & Penalties				
Moving Violations	2,362,155	2,216,000	2,597,236	2,500,000
Tax Fees	148,141	140,000	155,286	150,000
Arrest Fees	107,299	107,000	115,981	109,000
Administrative Fees	87,514	80,000	95,049	90,000
Warrant Fees	323,987	317,000	341,913	330,000
Child Safety	145,962	134,000	175,963	150,000
Teen Court Fines	20	-	-	-
Miscellaneous Court	66,064	60,000	66,563	65,000
Time Payment Fees	-	-	-	-
Special Court Fees	821,323	851,000	834,635	830,000
Collection Firm Fees	342,784	322,000	377,879	350,000
Court Fee - Clearing	1,745	-	2,376	-
Omnibase Program	39,692	36,000	42,121	40,000
Parking Fines	33,838	32,000	25,836	25,000
Scofflaw	4,268	2,200	3,877	3,000
Animal Fines	10,913	9,000	12,251	10,000
Total Fines and Penalties	**4,495,705**	**4,306,200**	**4,846,966**	**4,652,000**
Use of Money and Property				
Glass Center Rental	27,843	35,000	26,851	35,000
Senior Citizen Rental	3,560	5,000	2,840	5,000
Miscellaneous Rent	47,918	46,600	33,323	46,600
Ballfield Concessions	-	2,500	-	2,500
Glass Rec Concessions	893	1,500	1,109	1,500
Fair Plaza Non-Tenant Parking	16,784	14,400	14,960	16,560
Interest Earnings	1,558,410	1,757,196	1,314,055	1,757,196
Total Use of Money and Property	**1,655,408**	**1,862,196**	**1,393,138**	**1,864,356**

General Fund (101)

Statement of Revenues

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Current Services				
Swimming Pool	23,470	25,000	29,731	25,000
Fire Inspection	157,474	150,000	154,547	234,000
Lot Mowing	44,443	61,138	35,000	40,000
Glass Membership	74,215	75,000	80,263	80,000
Copying Fees	15,883	15,000	16,400	15,000
Utility Cuts	132,000	132,000	132,000	232,000
Library Non Resident Fees	24,283	22,222	22,380	20,000
Library Lost Books	3,643	2,400	3,264	3,600
Library Fines	13,226	32,200	8,748	17,600
Non Resident Internet Use	1,656	4,000	1,398	1,600
Open Records	33,895	25,000	36,809	25,000
Library Auditorium Rental	-	-	-	11,500
Overhead Reimbursement - Fund 219	48,993	48,993	48,992	51,933
1/2 Cent Administration Costs	343,263	524,702	524,704	524,702
Overhead Reimbursement - Fund 502	1,441,250	1,470,075	1,470,076	1,558,280
Overhead Reimbursement - Fund 560	266,857	272,194	272,912	288,526
Softball Fees	3,835	6,000	1,200	6,000
Basketball Fees	2,709	7,905	7,375	8,100
Volleyball Fees	3,625	4,800	3,625	4,000
Tournament Fees	-	-	-	-
Other Sports Fees	90	5,500	8,620	6,500
Field Maintenance	114,438	116,650	159,498	120,000
Recreation Classes/Events	58,851	60,000	44,609	60,000
Animal Adoption Fees	14,480	30,000	12,440	15,000
Animal Shelter Fees	6,130	18,000	5,547	6,000
Fire Cost Recovery Fees	195,207	180,000	131,852	165,000
Total Current Services	**3,023,916**	**3,288,779**	**3,211,990**	**3,519,341**
Other Agencies				
State Government	16,454	26,000	54,027	24,000
Income from Restitution	417	250	178	250
Auto Theft Task Force	135,798	145,000	161,089	155,000
School Crossing Guards	271,467	-	-	-
Comprehensive Traffic	67,993	74,755	59,799	79,000
County Haz-Mat Service	5,726	6,000	7,442	6,000
SHSP PD Grant	44,684	23,591	23,591	17,723
Fire TCLEOSE Allocation	11	1,000	1,000	1,000
State JAG Allocation	47,117	26,455	26,456	21,807
COPS Grant	20,440	-	-	-
Federal JAG Allocation	37,416	34,000	28,802	25,350
BJA Cares Grant	-	-	-	-
Police Safety OOG	-	99,475	-	-
AFG Grant	-	-	-	-
SAFER Grant	476,102	483,928	664,501	560,000
Coronavirus Relief Funds	-	-	-	-
PSAP SC 911	-	-	95,000	35,000
Fire TIFMAS	-	-	-	-
Total Other Agencies	**1,123,625**	**920,454**	**1,121,885**	**925,130**
Miscellaneous				
Miscellaneous	159,352	203,276	140,749	163,276
Unclaimed Property Revenue	10,603	12,500	15,566	12,500
Return Checks	175	-	200	-
Sale of Equipment	-	400	-	400
Junk Vehicle Revenue	-	-	-	-
Methane Gas Sales	352,478	500,000	257,900	375,000
Funeral Escorts	4,700	10,000	6,250	7,500
Total Miscellaneous	**527,308**	**726,176**	**420,665**	**558,676**
Total General Fund Revenues	**$ 92,135,465**	**$ 95,768,873**	**$ 96,442,242**	**$ 100,245,898**

General Fund (101)

Statement of Expenditures

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
General Government				
General Government	$ 901,905	$ 1,019,138	$ 982,424	$ 1,120,609
Outside Agencies	282,943	282,943	282,943	282,943
GF Non-Dept Exp	2,725,811	2,613,579	2,597,227	3,372,271
Innovation and Economic Development	10,196	13,667	13,350	9,106
Finance	1,808,822	1,933,570	1,916,727	2,033,029
Legal	1,402,290	1,444,493	1,375,097	1,554,321
Communications	602,980	673,491	673,533	704,701
Human Resources	672,699	718,242	668,115	756,435
Total General Government	**8,407,646**	**8,699,123**	**8,509,416**	**9,833,415**
Public Safety				
Police Services	36,429,345	37,582,042	37,417,549	38,670,263
State JAG	47,117	26,456	26,458	21,807
Police OOG	-	99,476	-	-
Federal JAG	37,416	34,000	28,931	25,350
COPS Grant	254,569	19,540	-	-
Auto Theft Task Force	231,494	185,757	183,063	189,094
L.E. Education Grant	16,454	20,000	17,750	20,000
Fire Services	25,565,309	25,333,651	26,240,749	26,062,083
Fire SAFER Grant	513,909	510,173	751,197	676,913
Fire TIFMAS	-	-	33,429	-
Total Public Safety	**63,095,613**	**63,811,095**	**64,699,126**	**65,665,510**
Public Services				
Engineering Services	813,747	1,222,401	1,021,794	1,176,429
Streets	3,245,086	3,745,140	3,532,177	3,803,993
Traffic Operations	2,679,042	2,919,948	2,846,968	2,833,672
Parking Garage	30,607	28,520	20,400	29,060
Animal Services	1,510,564	1,605,210	1,567,294	1,634,120
Total Public Services	**8,279,046**	**9,521,219**	**8,988,633**	**9,477,274**
Parks & Recreation				
Administration	3,473,489	3,581,206	3,595,027	3,979,813
Indoor Recreation	773,574	806,744	837,201	899,298
Outdoor Recreation	297,082	393,811	367,299	426,292
Median Maint/Aborist	412,675	491,443	458,615	540,797
Total Parks & Recreation	**4,956,820**	**5,273,204**	**5,258,142**	**5,846,200**
Library	**2,096,539**	**2,186,883**	**2,089,510**	**2,335,032**
Municipal Court	**2,205,149**	**2,595,628**	**2,482,321**	**2,741,889**
Total General Fund Expenditures	**$ 89,040,813**	**$ 92,087,152**	**$ 92,027,148**	**$ 95,899,320**

General Capital Fund (102)

Statement of Revenues, Expenditures, and Changes in Working Capital

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Beginning Fund Balance	**1,912,352**	**1,822,600**	**1,822,600**	**841,868**
Revenues				
Interest Earnings	45,666	50,000	47,825	50,000
Miscellaneous Income	2,891	8,000	7,791	8,000
Capital Lease Proceeds	-	-	-	-
Total Revenues	**48,557**	**58,000**	**55,616**	**58,000**
Expenditures				
Library Bldg. Imprv	-	-	-	-
Parks Improvements Projects	76,556	-	-	120,000
City Building Improvements	249,242	402,000	402,000	-
Substandard Structure Program	184,885	200,000	175,000	200,000
Capital Lease Purchase	517,768	523,768	518,625	523,768
PD Equpment & Improvements	108,812	-	-	-
Fire Equipment/Facilities	77,927	248,000	248,000	63,000
Downtown	23,000	-	-	-
Parking Lot Improvements	-	-	-	-
NBS Remodel	22,180	-	32,723	-
Tree Removal/Medians	168,256	300,000	180,000	200,000
Streets Misc Equipment	13,963	-	-	230,000
Animal Care Facility Improvements	-	50,000	50,000	70,000
Contingency	-	70,000	-	-
Total Expenditures	**1,442,589**	**1,793,768**	**1,606,348**	**1,406,768**
Transfer in	*1,304,280*	-	*570,000*	*595,000*
General Fund (101)	1,250,000	-	570,000	595,000
Rainy Day Fund (235)	-	-	-	-
Solid Waste Capital Fund (562)	54,280	-	-	-
Ending Fund Balance	**1,822,600**	**86,832**	**841,868**	**88,100**

Quality Street Commitment Fund (103)

Statement of Revenues, Expenditures, and Changes in Working Capital

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Beginning Fund Balance	**1,532,413**	**752,753**	**752,753**	**125,759**
Revenues				
Interest Earnings	77,364	65,000	81,353	65,000
Miscellaneous Income	1,127	-	-	-
Total Revenues	**78,491**	**65,000**	**81,353**	**65,000**
Expenditures				
Street Improvement Program	1,599,873	1,237,753	1,237,753	1,493,818
Public Alley Improvements	245,704	329,296	329,296	165,000
Brick Street Improvements	1,058,262	1,370,010	1,370,010	869,772
Total Expenditures	**2,903,839**	**2,937,059**	**2,937,059**	**2,528,590**
Transfer In	*2,045,688*	*2,228,712*	*2,228,712*	*2,400,856*
General Fund (101)	2,045,688	2,228,712	2,228,712	2,400,856
Ending Fund Balance	**752,753**	**109,406**	**125,759**	**63,025**

Development Services Fund (202)

Statement of Revenues, Expenditures, and Changes in Working Capital

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Beginning Fund Balance	**2,416,491**	**3,016,046**	**3,016,046**	**2,886,699**
Revenues				
Building Permits	2,068,539	1,506,439	1,814,953	2,140,288
Electrical Permits	244,012	230,000	203,624	230,000
Plumbing Permits	131,786	160,000	134,104	160,000
Zoning Permits	79,698	95,000	83,438	100,000
Mechanical Permits	100,150	90,000	69,628	90,000
Cert. of Occupancy Fees	24,520	30,000	25,147	30,000
Local TABC Fee	6,430	20,000	10,875	20,000
Billboard Registration	16,320	15,045	14,025	15,045
Sign Permits	30,765	40,000	35,600	40,000
Contractor License	52,250	50,000	52,038	50,000
House Moving Permits	-	-	-	-
Permit Fee - Clearing	-	-	-	-
Interest Earnings	201,434	50,000	211,136	100,000
Copying/Printing Fees	123	-	38	-
Platting Fees	82,550	85,000	73,196	85,000
Miscellaneous Income	-	-	75	-
Contractor Testing Fees	16,039	-	-	-
Historic Preservation	-	-	-	-
Subdivision Plan Review	31,000	60,000	41,000	50,000
CLG Grant	-	-	-	-
Total Revenues	**3,085,616**	**2,431,484**	**2,768,877**	**3,110,333**
Expenditures				
Planning and Zoning	893,500	1,554,775	1,301,974	1,594,587
Building Services	1,592,561	1,601,602	1,596,250	1,718,392
Total Expenditures	**2,486,061**	**3,156,377**	**2,898,224**	**3,312,979**
Transfer Out	-	-	-	-
Productivity Fund (639)	-	-	-	-
Facilities Fund (663)	-	-	-	-
Ending Fund Balance	**3,016,046**	**2,291,153**	**2,886,699**	**2,684,053**

Water Utilities Fund(502)

Statement of Revenues, Expenditures, and Changes in Working Capital

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Unreserved Fund Balance	$ 13,492,886	$ 9,984,754	$ 9,984,754	$ 8,801,026
Operating Reserve	5,766,559	6,498,402	6,498,402	6,712,676
Beginning Fund Balance / Working Capital	**19,259,445**	**16,483,156**	**16,483,156**	**15,513,702**
Revenues				
Use of Money and Property	734,101	526,734	459,905	602,152
Charges for Current Services	52,617,594	67,351,360	65,281,831	64,976,982
Miscellaneous Income	306,418	57,800	134,840	67,800
Total Revenues	**53,658,113**	**67,935,894**	**65,876,576**	**65,646,934**
Expenditures				
741 Administration	5,403,198	7,170,318	6,845,404	7,079,745
742 Water Office	3,496,988	3,104,409	3,367,156	3,196,486
743 Water Distribution	5,160,595	5,235,558	5,235,427	5,170,704
744 Water Plant	9,540,052	10,677,624	9,656,302	10,293,636
745 Waste Collection	4,060,667	4,282,510	4,003,994	3,949,418
746 Waste Treatment	6,117,399	6,219,330	5,781,839	6,025,153
747 Lake Tyler	1,250,698	1,525,658	1,535,834	1,627,463
749 GIS	1,372,165	1,367,712	1,367,593	1,448,943
1741 Purchasing	329,912	321,763	304,373	358,458
1745 CD/CMOM (Regulatory Monitoring)	5,122,531	4,754,336	4,715,032	4,631,336
1746 Sludge Disposal	1,468,476	2,080,510	1,938,220	1,720,768
Total Expenditures	**43,322,681**	**46,739,728**	**44,751,174**	**45,502,110**
Transfer In	-	-	-	-
(Transfer Out)	*(13,111,721)*	*(22,094,857)*	*(22,094,856)*	*(19,514,067)*
Economic Development Fund (208)	(175,000)	(175,000)	(175,000)	(175,000)
Utilities Capital Fund (503)	(5,500,000)	(14,483,136)	(14,483,136)	(13,000,000)
Productivity Fund (639)	(250,000)	(250,000)	(250,000)	(250,000)
Property and Facility Fund (663)	(50,653)	(50,653)	(50,652)	(54,757)
Debt Service Fund (504)	(6,686,068)	(6,686,068)	(6,686,068)	(5,584,310)
Technology Fund (671)	(450,000)	(450,000)	(450,000)	(450,000)
General Capital Fund (102)	-	-	-	-
Unreserved Fund Balance	9,984,754	8,573,506	8,801,026	9,319,143
Operating Reserve	6,498,402	7,010,959	6,712,676	6,825,317
Ending Fund Balance / Working Capital	**$ 16,483,156**	**$ 15,584,465**	**$ 15,513,702**	**$ 16,144,459**

Water Utilities Fund(502)

Statement of Revenues

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Use of Money and Property				
Lake Tyler Lot Rental	$ 71,389	$ 72,604	$ 89,127	$ 91,022
Lake Tyler Marina	45,135	33,130	41,641	33,130
Barge Concession	28,779	21,000	28,424	28,000
Interest Earnings	588,798	400,000	300,713	450,000
Total Use of Money and Property	**734,101**	**526,734**	**459,905**	**602,152**
Charges for Current Services				
Meter Activation	314,280	400,000	343,113	400,000
Water Service	91,115	200,000	189,312	200,000
Sewer Service	110,290	150,000	155,491	145,000
Sewer Activation	10,958	16,500	13,588	12,000
EMS Billing Fees	7,953	7,953	7,952	7,953
Water System Fee	118,894	117,321	118,808	118,894
Meter Set & Test Fees	21,558	19,000	35,100	22,000
Plug Fee	1,200	7,500	200	5,600
After Hrs./Additional Trip Fees	52,454	45,000	48,525	48,000
Water Quality Fee	144,735	146,286	145,095	144,732
Current Water Sales	25,684,376	33,064,216	31,369,239	31,497,479
Miscellaneous Water Sales	15,079	20,000	75,703	20,000
Old Account Collection Fees	-	-	-	-
Reconnect Fees	393,150	390,000	407,900	390,000
Overhead Reimbursment from Solid Waste Fund	347,884	344,386	344,384	403,910
Sewer Charges	21,061,563	28,743,208	27,944,619	27,367,708
Labor & Equipment	122,955	70,000	16,136	70,000
Water Connect Fees	253,911	255,000	265,750	255,000
Septic Tank Dumping Fees	1,302,347	1,105,000	1,331,522	1,315,000
Wholesale Water Sales	1,799,034	1,500,000	1,735,272	1,800,000
Late Notice Fees	525,438	500,000	485,313	500,000
Fire Line Charges	193,502	192,875	191,693	188,875
Overhead Reimbursment from Storm Water Fund	44,918	57,115	57,116	64,831
Total Charges for Current Services	**52,617,594**	**67,351,360**	**65,281,831**	**64,976,982**
Miscellaneous				
Miscellaneous Income	267,138	30,000	91,195	35,000
Lake Tyler East Registration	2,670	2,800	2,800	2,800
Returned Check Fees	36,610	25,000	40,845	30,000
Total Miscellaneous	**306,418**	**57,800**	**134,840**	**67,800**
Total Revenues	**$ 53,658,113**	**$ 67,935,894**	**$ 65,876,576**	**$ 65,646,934**

Utilities Construction Fund (503)

Statement of Revenues, Expenditures, and Changes in Working Capital

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Beginning Fund Balance	**4,332,098**	**4,332,099**	**4,332,099**	**9,353,410**
Revenues				
ARPA Funds	3,291,997	-	1,171,224	-
Interest Earnings	290,703	200,000	611,283	350,000
Total Revenues	**3,582,700**	**200,000**	**1,782,507**	**350,000**
Expenditures				
Contingencies	-	4,203,204	-	-
Water Business Office	-	-	-	-
Water System Improvements	5,157,663	5,773,016	4,871,318	2,367,732
Water Treatment Plant	3,927,271	3,144,056	2,312,876	2,692,554
Waste System Improvements	302,677	3,704,384	3,332,699	3,977,486
Waste Treatment Plant	545,088	2,235,000	219,073	5,367,827
Lake Tyler Improvements	-	658,366	508,366	100,000
Total Expenditures	**9,932,699**	**19,718,026**	**11,244,332**	**14,505,599**
Transfer In	*6,350,000*	*14,483,136*	*14,483,136*	*13,000,000*
Water Utilities Fund (502)	5,500,000	14,483,136	14,483,136	13,000,000
Water Utilities Debt Reserve Fund (505)	850,000	-	-	-
Transfer Out	-	-	-	-
Water Utilities Fund (502)	-	-	-	-
Ending Fund Balance	**4,332,099**	**(702,791)**	**9,353,410**	**8,197,811**

Storm Water Fund (575)

Statement of Revenues, Expenditures, and Changes in Working Capital

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Beginning Fund Balance	**2,169,040**	**1,481,212**	**1,481,212**	**659,680**
Revenues				
Interest Earnings	88,769	65,000	49,773	45,000
Storm Water Management	2,679,197	3,681,611	3,681,610	3,588,352
Miscellaneous Income	-	-	-	-
Total Revenues	**2,767,966**	**3,746,611**	**3,731,383**	**3,633,352**
Expenditures				
Hazardous Material Operations	80,280	123,429	65,496	88,888
Storm Water Operations and Maint.	2,114,285	2,456,394	2,361,638	2,741,637
Storm Water Capital Projects	1,261,229	2,125,781	2,125,781	768,198
Total Expenditures	**3,455,794**	**4,705,604**	**4,552,915**	**3,598,723**
Transfer Out	-	-	-	-
Productivity Fund (639)	-	-	-	-
Ending Fund Balance	**1,481,212**	**522,219**	**659,680**	**694,309**

Solid Waste Fund(560)

Statement of Revenues, Expenditures, and Changes in Working Capital

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Operating Reserve	2,511,447	2,708,427	2,708,427	2,377,058
Unreserved Fund Balance	(650,060)	(2,109,914)	(2,109,914)	(71,308)
Beginning Fund Balance / Working Capital	**1,861,387**	**598,513**	**598,513**	**2,305,750**
Revenues				
Interest and Rental Income	6,272	5,000	11,706	12,000
Charges for Residential Serv.	9,443,115	10,162,855	9,975,804	9,975,847
Charges for Commercial Serv.	4,907,840	5,393,886	5,326,383	5,331,503
Recycle Sales	75,425	70,000	84,836	90,000
Roll-Off	1,719,189	2,100,000	1,834,524	1,966,219
Miscellaneous	1,871,395	1,603,462	1,496,687	1,384,167
Total Revenues	**18,023,236**	**19,335,203**	**18,729,940**	**18,759,736**
Expenditures				
Administration	2,305,884	2,133,526	2,040,960	2,270,233
Residential Collection	8,661,145	7,390,083	6,617,095	7,220,721
Commercial Collection	5,588,735	5,518,390	5,592,595	6,091,543
Keep Tyler Beautiful	186,241	219,176	219,155	232,472
Code Enforcement	1,314,172	1,315,797	1,377,245	1,388,805
Total Expenditures	**18,056,177**	**16,576,972**	**15,847,050**	**17,203,774**
(Transfer Out)	*(1,229,933)*	*(1,175,653)*	*(1,175,653)*	*(1,179,757)*
Economic Development Fund (208)	-	-	-	-
SW Capital Fund (562)	(879,280)	(825,000)	(825,000)	(825,000)
Productivity Fund (639)	(50,000)	(50,000)	(50,000)	(50,000)
Property and Facility Fund (663)	(50,653)	(50,653)	(50,653)	(54,757)
Technology Fund (671)	(250,000)	(250,000)	(250,000)	(250,000)
Operating Reserve	2,708,427	2,486,546	2,377,058	2,580,566
Unreserved Fund Balance	(2,109,914)	(305,455)	(71,308)	101,389
Ending Fund Balance / Working Capital	**598,513**	**2,181,091**	**2,305,750**	**2,681,955**

Solid Waste Fund(560)

Statement of Revenues

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Use of Money and Property				
Rent - Miscellaneous	$ 9,985	$ 5,000	$ 11,706	$ 12,000
Interest Earnings	(3,713)	-	-	-
Total Use of Money and Property	**6,272**	**5,000**	**11,706**	**12,000**
Charges for Current Services				
Residential Sanitation Fees	9,443,115	10,162,855	9,975,804	9,975,847
Commercial Fees	4,907,840	5,393,886	5,326,383	5,331,503
Roll-Off Collection Fees	1,719,189	2,100,000	1,834,524	1,966,219
Total Charges for Current Services	**16,070,144**	**17,656,741**	**17,136,711**	**17,273,569**
Recycle Sales				
Recycle Sales	75,425	70,000	84,836	90,000
Total Recycle Sales	**75,425**	**70,000**	**84,836**	**90,000**
Miscellaneous Income				
Landfill Royalty Fee	1,045,507	950,000	1,034,360	1,020,000
Miscellaneous Income	825,888	653,462	462,327	364,167
Landfill Tipping Fee	-	-	-	-
Total Miscellaneous Income	**1,871,395**	**1,603,462**	**1,496,687**	**1,384,167**
Total Revenues	**$ 18,023,236**	**$ 19,335,203**	**$ 18,729,940**	**$ 18,759,736**

Solid Waste Capital Fund (562)

Statement of Revenues, Expenditures, and Changes in Working Capital

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Unreserved Fund Balance	437,444	313,927	313,927	167,622
Beginning Fund Balance	**437,444**	**313,927**	**313,927**	**167,622**
Revenues				
Interest Earnings	25,298	5,000	33,662	25,000
Miscellaneous Income	-	-	-	-
Total Revenues	**25,298**	**5,000**	**33,662**	**25,000**
Expenditures				
Sanitation Containers	299,120	300,000	299,967	300,000
New Commercial Trucks	663,327	655,000	655,000	475,000
Keep Tyler Beautiful Projects	-	-	-	-
Contingency	65,648	50,000	50,000	50,000
Total Expenditures	**1,028,095**	**1,005,000**	**1,004,967**	**825,000**
Transfer In	*879,280*	*825,000*	*825,000*	*825,000*
Solid Waste Fund (560)	879,280	825,000	825,000	825,000
Unreserved Fund Balance	313,927	138,927	167,622	192,622
Ending Fund Balance	**313,927**	**138,927**	**167,622**	**192,622**

Airport Operating Fund (524)

Statement of Revenues, Expenditures, and Changes in Working Capital

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Reserve for Construction	$ 300	$ 300	$ 300	$ 300
Reserve for Customer Facility	446,009	459,791	459,791	463,534
Unreserve Working Capital	694,148	1,215,746	1,215,746	1,236,971
Beginning Fund Balance	**1,140,457**	**1,675,837**	**1,675,837**	**1,700,805**
Revenues				
Use of Money and Property	1,271,659	1,171,216	1,238,704	1,369,575
Current Service Charges	161,219	154,600	182,119	176,600
Customer Facility Service Charges	131,150	100,000	108,217	122,000
Miscellaneous Income	33,790	14,472	19,405	17,072
Other Agencies	654,840	468,372	467,402	-
Total Revenues	**2,252,658**	**1,908,660**	**2,015,847**	**1,685,247**
Expenditures				
Airport				
Operations	1,562,910	1,772,424	1,786,781	1,843,329
Capital	-	-	-	-
Contingency	-	50,000	12,624	5,000
Airport Total	**1,562,910**	**1,822,424**	**1,799,405**	**1,848,329**
Customer Facility				
Wash Bay Maintenance	14,884	10,000	3,830	8,000
Wash Bay Debt Service	102,484	105,680	100,644	105,900
Total Customer Facility	**117,368**	**115,680**	**104,474**	**113,900**
Total Expenditures	**1,680,278**	**1,938,104**	**1,903,879**	**1,962,229**
Transfer In	-	*72,000*	-	*100,000*
PFC (234)	-	72,000	-	100,000
Transfer Out	*(37,000)*	*(87,000)*	*(87,000)*	*(48,000)*
Airport Grant Fund (525)	-	(50,000)	(50,000)	(11,000)
Technology Fund (671)	(37,000)	(37,000)	(37,000)	(37,000)
Productivity Fund (639)	-	-	-	-
Reserve for Construction	300	300	300	300
Reserve for Customer Facility	459,791	444,111	463,534	471,634
Unreserve Working Capital	1,215,746	1,186,982	1,236,971	1,003,889
Ending Fund Balance	**$ 1,675,837**	**$ 1,631,393**	**$ 1,700,805**	**$ 1,475,823**

Airport Operating Fund (524)

Revenue Detail

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Use of Money and Property				
Airline Facilities Rental	45,000	45,000	45,000	45,000
Airport Long-Term Parking	500,867	457,000	481,546	556,300
Interest Earnings	53,219	34,000	65,470	51,000
Landing Fees	41,189	40,022	45,442	50,000
Restaurant Concessions	12,513	9,500	8,443	8,900
FAA Building Rental	62,196	59,005	55,027	79,382
Car Leasing Rental	336,421	301,800	329,954	331,800
Agricultural Lease	2,105	1,693	400	1,693
Hangar Land Lease	151,381	159,484	149,856	190,500
HAMM	15,000	15,000	15,000	15,000
Common Use Fees	17,965	15,212	17,435	17,500
Wash Bay Fees	18,798	11,500	18,020	16,500
Non Aviation Land Lease	15,005	22,000	7,111	6,000
Total Use of Money and Property	**1,271,659**	**1,171,216**	**1,238,704**	**1,369,575**
Current Service Charges				
Airport Fuel Flowage	74,946	72,000	80,824	94,000
Customer Facility Charge	131,150	100,000	108,217	122,000
Advertising Space Fees	86,273	82,600	101,295	82,600
Total Current Service Charges	**292,369**	**254,600**	**290,336**	**298,600**
Miscellaneous Income				
Miscellaneous Income	30,891	11,472	17,501	14,072
Oil Leases and Royalties	2,899	3,000	1,904	3,000
Total Miscellaneous Income	**33,790**	**14,472**	**19,405**	**17,072**
Other Agencies				
CARES Act	654,840	468,372	467,402	-
CRSSA Grant	-	-	-	-
CRSSA Concession	-	-	-	-
Total Other Agencies	**654,840**	**468,372**	**467,402**	**-**
Total Revenues	**2,252,658**	**1,908,660**	**2,015,847**	**1,685,247**

Customer Facility Charge Revenue Bonds
SERIES 2013
Fiscal Year 2025-2026

Year Ending Sept. 30	Interest Mar. 1	Interest Sept. 1	Principal Sept. 1	Total Prin.& Int.	Bond Balance
2026	5,452	5,452	95,000	105,904	195,000
2027	3,666	3,666	95,000	102,332	100,000
2028	1,880	1,880	100,000	103,760	-
TOTAL	$10,998	$10,998	$290,000	$311,996	

Note: Debt Service is part of Fund 524

Interest Rate 3.76%

Hotel Tax Fund(211)

Statement of Revenues, Expenditures, and Changes in Working Capital

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Unreserved Fund Balance	$ 1,964,565	$ 3,302,673	$ 3,302,673	$ 3,143,662
Reserve (2% Tax)	(928,206)	(1,744,905)	(1,744,905)	(1,652,707)
Beginning Fund Balance / Working Capital	**1,036,359**	**1,557,768**	**1,557,768**	**1,490,955**
Revenues				
7 % Occupancy Tax	3,513,356	3,447,002	3,491,712	3,835,656
2 % Occupancy Tax	1,008,377	977,807	1,022,996	1,152,303
Interest Earnings	5,147	15,000	16,233	20,000
Donations	500,000	500,000	500,000	500,000
Grants	749,999	-	-	-
Total Revenues	**5,776,879**	**4,939,809**	**5,030,941**	**5,507,959**
Expenditures				
Texas Rose Festival	15,000	15,000	15,000	18,000
Discovery Place	32,400	25,000	25,000	20,000
Symphony	50,000	45,000	45,000	45,000
Museum of Art	35,000	30,000	30,000	20,000
Historical Museum	13,500	10,000	10,000	10,000
Visitors and Convention Bureau	754,500	737,000	737,000	737,000
Caldwell Zoo	-	-	-	20,000
McClendon House	4,500	-	-	4,500
Historic Aviation Museum	13,500	13,000	13,000	13,000
Texas Hotel & Lodging Dues	14,687	-	-	-
2% Convention Center Facility	3,606,476	335,798	336,798	1,500
Sport Tyler Award	25,000	25,000	25,000	25,000
Special Services	(52,693)	65,000	64,956	68,000
Parking Lot Improvement	-	200,000	200,000	500,000
Tournament Expenses	-	-	-	-
Contingencies	-	-	-	200,000
Total Expenditures	**4,511,870**	**1,500,798**	**1,501,754**	**1,682,000**
Transfers In	2,375,000	-	-	-
Half-Cent Fund (231)	-	-	-	-
Rainy Day Fund (235)	2,375,000	-	-	-
(Transfers Out)	*(3,118,600)*	*(3,596,002)*	*(3,596,000)*	*(4,220,400)*
Tourism Fund (219)	(2,500,000)	(2,977,002)	(2,977,000)	(3,600,000)
HOT Debt Service (302)	(593,600)	(594,000)	(594,000)	(595,400)
Property and Facility Management (663)	(25,000)	(25,000)	(25,000)	(25,000)
(Roof Replacement Tourism)				
Unreserved Fund Balance	3,302,673	3,097,673	3,143,662	2,193,818
Reserve (2% Tax)	(1,744,905)	(1,696,896)	(1,652,707)	(1,097,304)
Ending Fund Balance / Working Capital	**$ 1,557,768**	**$ 1,400,777**	**$ 1,490,955**	**$ 1,096,514**

HOT Debt Service Fund (302)

Statement of Revenues, Expenditures, and Changes in Working Capital

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Beginning Fund Balance	**5,163**	**3,763**	**3,763**	**2,363**
Revenues				
Misc Income	-	-	-	-
Interest Earnings	-	-	-	-
Total Revenues	**-**	**-**	**-**	**-**
Expenditures				
Paying Agent/Arbit Fees	1,400	-	1,400	1,400
Interest Payments	353,600	344,000	344,000	334,000
Principal Payments	240,000	250,000	250,000	260,000
Total Expenditures	**595,000**	**594,000**	**595,400**	**595,400**
Transfer In	*593,600*	*594,000*	*594,000*	*595,400*
HOT Series 2021 Fund (402)	-	-	-	-
Hotel Tax Fund (211)	593,600	594,000	594,000	595,400
Ending Fund Balance	**3,763**	**3,763**	**2,363**	**2,363**

HOTEL OCCUPANCY TAX REVENUE BONDS

SERIES 2021

	Interest Mar. 1	Interest Sept. 1	Principal Sept. 1	Total Prin.& Int.	Bond Balance
2026	167,000	167,000	260,000	594,000	8,090,000
2027	161,800	161,800	270,000	593,600	7,820,000
2028	156,400	156,400	285,000	597,800	7,535,000
2029	150,700	150,700	295,000	596,400	7,240,000
2030	144,800	144,800	305,000	594,600	6,935,000
2031	138,700	138,700	320,000	597,400	6,615,000
2032	132,300	132,300	330,000	594,600	6,285,000
2033	125,700	125,700	345,000	596,400	5,940,000
2034	118,800	118,800	360,000	597,600	5,580,000
2035	111,600	111,600	370,000	593,200	5,210,000
2036	104,200	104,200	385,000	593,400	4,825,000
2037	96,500	96,500	400,000	593,000	4,425,000
2038	88,500	88,500	420,000	597,000	4,005,000
2039	80,100	80,100	435,000	595,200	3,570,000
2040	71,400	71,400	450,000	592,800	3,120,000
2041	62,400	62,400	470,000	594,800	2,650,000
2042	53,000	53,000	490,000	596,000	2,160,000
2043	43,200	43,200	510,000	596,400	1,650,000
2044	33,000	33,000	530,000	596,000	1,120,000
2045	22,400	22,400	550,000	594,800	570,000
2046	11,400	11,400	570,000	592,800	-
TOTAL	**$2,073,900**	**$2,073,900**	**$8,350,000**	**$12,497,800**	

Rainy Day Fund(235)

Statement of Revenues, Expenditures, and Changes in Working Capital

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Beginning Fund Balance / Working Capital	**$ 10,254,357**	**$ 7,297,157**	**$ 7,297,157**	**$ 7,640,288**
Revenues				
Oil Leases and Royalties	29,931	55,000	29,294	55,000
Sale of Property	-	-	-	-
Interest Earnings	362,869	225,000	313,837	300,000
Total Revenues	**392,800**	**280,000**	**343,131**	**355,000**
Expenditures				
Downtown Property Maintenance	-	-	-	-
Special Services	975,000	-	-	-
Building Improvements	-	-	-	-
Purchase of Land	-	-	-	-
Contingencies	-	100,000	-	100,000
Total Expenditures	**975,000**	**100,000**	**-**	**100,000**
Transfers In	-	-	-	-
General Fund (101)	-	-	-	-
(Transfers Out)	*(2,375,000)*	-	-	-
HOT Fund (211)	*(2,375,000)*	-	-	-
General Capital Fund (102)	-	-	-	-
Ending Fund Balance / Working Capital	**$ 7,297,157**	**$ 7,477,157**	**$ 7,640,288**	**$ 7,895,288**

Employee Benefits Fund(661)

Statement of Revenues, Expenditures, and Changes in Working Capital

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Beginning Fund Balance	**$ 2,470,886**	**$ 3,401,265**	**$ 3,401,265**	**$ 4,165,788**
Revenues				
Health Benefits	15,248,273	15,941,084	15,575,000	15,731,296
Dental Benefits	423,949	435,988	401,070	435,988
Life Insurance	275,261	221,275	300,936	296,210
Other Benefits	724,115	514,086	653,098	688,694
Interest Earnings	130,173	26,339	188,015	100,000
ARPA Funds	38,383	-	-	-
Total Revenues	**16,840,154**	**17,138,772**	**17,118,119**	**17,252,188**
Expenditures				
Health Benefits	14,864,515	15,875,039	15,227,100	16,855,231
Dental Benefits	490,905	529,708	516,687	572,491
Life Insurance	279,031	312,000	298,112	312,000
Other Benefits	24,748	27,506	17,930	27,506
Affordable Care Act	5,905	6,789	5,316	5,317
Special Services	44,634	74,572	73,017	74,572
Travel and Training	-	2,000	2,286	3,000
Benefit Analyst	104,892	125,549	120,495	143,051
Vision Insurance	95,145	89,983	92,653	94,000
Total Expenditures	**15,909,775**	**17,043,146**	**16,353,596**	**18,087,168**
Transfer In	-	-	-	-
(Transfer Out)	-	-	-	-
Ending Fund Balance	**$ 3,401,265**	**$ 3,496,891**	**$ 4,165,788**	**$ 3,330,808**

Employee Benefits Fund(661)

Statement of Revenues

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Interest Earnings	$ 130,173	$ 26,339	$ 188,015	$ 100,000
Employee Assistance Program	5,949	26,196	5,949	26,196
Section 125 Forfeiture	-	-	-	-
Health Benefits Paid by City	12,822,713	12,587,438	13,070,912	13,191,575
Health Benefits paid by employee	2,425,560	3,353,646	2,504,088	2,539,721
COBRA Premiums	5,066	-	469	-
Dental Benefits paid by employees	282,769	291,305	284,166	291,305
Dental Benefits paid by City	141,180	144,683	116,904	144,683
Life Insurance Premiums paid by City	7,867	8,210	7,422	8,210
Life Insurance Premiums paid by employees	267,394	213,065	293,514	288,000
Miscellaneous Income - Rebates	594,680	400,000	385,276	480,000
Vidion Insurance	74,638	87,890	74,078	87,890
Stop loss Reimbursement	43,782	-	187,326	94,608
ARPA Funds	38,383	-	-	-
Total Revenues	**$ 16,840,154**	**$ 17,138,772**	**$ 17,118,119**	**$ 17,252,188**

Employee Benefits Fund(661)

Statement of Expenditures

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Benefit Analyst	$ 104,892	$ 125,549	$ 120,495	$ 143,051
Life Insurance Premiums	279,031	312,000	298,112	312,000
Affordable Care Act	5,905	6,789	5,316	5,317
Special Services	44,634	74,572	73,017	74,572
Travel and Training	-	2,000	2,286	3,000
Employee Assistance Program Fees	24,748	27,506	17,930	27,506
HSA Contribution	1,000	40,000	3,500	40,000
Health Claim Payments	10,160,985	9,803,572	10,210,398	10,735,358
Rx Claims	3,481,810	4,641,046	3,670,893	4,528,208
Dental Administrative Fees	17,430	21,898	16,085	19,056
Dental Claim	473,475	507,810	500,602	553,435
Health Admin Fees	384,201	410,222	449,494	467,571
Health Stop loss	836,519	980,199	892,815	1,084,094
Vision Insurance	95,145	89,983	92,653	94,000
Premium Rebate	-	-	-	-
Total Expenditures	**$ 15,909,775**	**$ 17,043,146**	**$ 16,353,596**	**$ 18,087,168**

Retiree Benefits Fund(761)

Statement of Revenues, Expenditures, and Changes in Working Capital

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Beginning Fund Balance/Reserved for Commitments	**$ 78,920**	**$ 78,918**	**$ 78,918**	**$ 84,790**
Revenues				
Health Benefits	2,522,953	3,135,541	2,763,708	2,740,219
Dental Benefits	98,368	89,990	66,641	89,990
Interest Earnings	-	-	603	-
Total Revenues	**2,621,321**	**3,225,531**	**2,830,952**	**2,830,209**
Expenditures				
Health Benefits	2,306,240	2,890,769	2,525,333	2,476,461
Dental Benefits	215,954	191,582	208,484	222,159
Life Insurance	29,619	36,571	27,185	36,571
Special Services	23,604	46,470	27,010	31,770
Benefit Analyst	45,400	53,756	36,051	61,210
Affordable Care Act	506	511	1,017	511
Total Expenditures	**2,621,323**	**3,219,659**	**2,825,080**	**2,828,682**
Transfer In				
(Transfer Out)	-	-	-	-
Ending Fund Balance/Reserved for Commitments	**$ 78,918**	**$ 84,790**	**$ 84,790**	**$ 86,317**

Retiree Benefits Fund(761)

Statement of Revenues

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Interest Earnings	$ -	$ -	$ 603	$ -
Retiree Health Premium	361,803	237,246	284,814	248,953
Retiree Medicare Supplemental Ins Premiums	555,085	476,134	496,963	499,942
Retiree Dental Premium	98,368	89,990	66,641	89,990
Health Stop Loss	-	-	-	-
PARS Trust Fund Reimbursement	1,606,065	2,422,161	1,981,931	1,991,324
Total Revenues	**$ 2,621,321**	**$ 3,225,531**	**$ 2,830,952**	**$ 2,830,209**

Retiree Benefits Fund(761)

Statement of Expenditures

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Life Insurance	$ 29,619	$ 36,571	$ 27,185	$ 36,571
Benefit Analyst	45,400	53,756	36,051	61,210
Special Services	23,604	46,470	27,010	31,770
Medicare Supplement	937,565	1,001,394	1,036,170	1,031,435
Health Claim Payments	782,382	1,236,794	884,777	713,046
Rx Claims	436,084	492,828	455,569	513,792
Dental Administrative Fees	9,035	8,430	8,302	9,035
Dental Claim	206,919	183,152	200,182	213,124
Health Admin Fees	58,657	54,185	56,755	65,657
Health Stop loss	91,548	105,568	92,062	152,531
Affordable Care Act	506	511	1,017	511
Total Expenditures	**$ 2,621,319**	**$ 3,219,659**	**$ 2,825,080**	**$ 2,828,682**

Cemeteries Operating Fund(204)

Statement of Revenues, Expenditures, and Changes in Working Capital

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Beginning Fund Balance	**54,420**	**139,491**	**139,491**	**228,771**
Revenues				
Permits	7,345	8,000	4,600	8,000
Interest Earnings	9,153	5,369	10,501	5,369
Current Service Charges	71,388	122,000	112,750	122,000
Total Revenues	**87,886**	**135,369**	**127,851**	**135,369**
Expenditures				
Cemetery	476,060	535,702	503,830	603,819
Total Expenditures	**476,060**	**535,702**	**503,830**	**603,819**
Transfer In	*473,245*	*390,000*	*465,259*	*390,000*
Cemetery Trust Fund (713)	148,245	65,000	140,259	65,000
General Fund (101)	325,000	325,000	325,000	325,000
Transfer Out	-	-	-	-
Productivity Fund (639)	-	-	-	-
Ending Fund Balance	**139,491**	**129,158**	**228,771**	**150,321**

Police Forfeiture Fund (205)

Statement of Revenues, Expenditures, and Changes in Working Capital

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Beginning Fund Balance	**288,147**	**331,528**	**331,528**	**234,392**
Revenues				
Judgement of Forfeitures - State	47,685	41,000	10,095	41,000
Judgement of Forfeitures - Federal	19,678	-	1,545	-
Training Registration	-	-	-	-
Interest Earnings	16,302	12,000	16,824	15,000
Total Revenues	**83,665**	**53,000**	**28,464**	**56,000**
Expenditures				
Federal Forefeiture	14,809	85,000	80,000	85,000
State Forefeiture	25,475	102,000	45,600	102,000
Training/Range Upgrades	-	-	-	-
Total Expenditures	**40,284**	**187,000**	**125,600**	**187,000**
Ending Fund Balance	**331,528**	**197,528**	**234,392**	**103,392**

Park Improvement Fund (206)

Statement of Revenues, Expenditures, and Changes in Working Capital

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Beginning Fund Balance	**262,567**	**517,604**	**517,604**	**57,422**
Revenues				
Landfill Access Fee	801,300	799,119	750,960	799,119
Interest Earnings	-	385	5,551	4,000
Donations	-	-	-	-
Lindsey Park TXDot Grant	290,000	-	-	-
Total Revenues	**1,091,300**	**799,504**	**756,511**	**803,119**
Expenditures				
Park Capital Improvements	836,263	1,216,694	1,216,693	802,500
Total Expenditures	**836,263**	**1,216,694**	**1,216,693**	**802,500**
Transfer In	-	-	-	-
Transfer Out	-	-	-	-
Ending Fund Balance	**517,604**	**100,414**	**57,422**	**58,041**

Court Special Fee (207)

Statement of Revenues, Expenditures, and Changes in Working Capital

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Reserve for Technology	$ (79,577)	$ 38,159	$ 38,159	$ 26,562
Reserve for Efficeiency	109,341	61,457	61,457	138,719
Reserve for Partners for Youth	(74,797)	(46,829)	(46,829)	4,734
Reserve for Jury	5,890	8,068	8,068	10,239
Reserve for Security	157,168	235,597	235,597	341,963
Beginning Fund Balance / Working Capital	**118,025**	**296,452**	**296,452**	**522,217**
Revenues				
Technology Fees	108,865	110,000	107,770	113,000
Security Fees	100,803	96,000	108,080	105,000
Partners for Youth Fees	104,158	102,000	113,888	108,000
Juvenile Class Fees	63,065	80,000	48,273	50,000
Efficiency Fees	106,513	104,000	114,333	110,000
Jury Fees	2,178	2,100	2,171	2,100
Truancy Prevention	990	700	1,038	700
Interest Earnings	10,983	-	18,127	-
Total Revenues	**497,555**	**494,800**	**513,680**	**488,800**
Expenditures				
Expenditures for Technology	2,112	109,907	137,494	134,112
Expenditures for Security	22,374	8,850	1,714	106,974
Expenditures for Partners for Youth	140,245	168,526	111,636	147,576
Expenditures for Jury	-	-	-	-
Expenditures for Efficiency	154,397	48,000	37,071	48,000
Total Expenditures	**319,128**	**335,283**	**287,915**	**436,662**
(Transfer Out)	-	-	-	-
Productivity Fund (639)	-	-	-	-
Reserve for Technology	38,159	38,252	26,562	5,450
Reserve for Efficeiency	61,457	117,457	138,719	200,719
Reserve for Partners for Youth	(46,829)	(32,655)	4,734	15,858
Reserve for Jury	8,068	10,168	10,239	12,339
Reserve for Security	235,597	322,747	341,963	339,989
Ending Fund Balance / Working Capital	**$ 296,452**	**$ 455,969**	**$ 522,217**	**$ 574,355**

Economic Development Fund (208)

Statement of Revenues, Expenditures, and Changes in Working Capital

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Beginning Fund Balance	**407,323**	**439,355**	**439,355**	**467,086**
Revenues				
Interest Earnings	22,032	15,000	17,731	16,500
Total Revenues	**22,032**	**15,000**	**17,731**	**16,500**
Expenditures				
Economic Development	165,000	208,750	165,000	208,750
Total Expenditures	**165,000**	**208,750**	**165,000**	**208,750**
Transfer In	*175,000*	*275,000*	*175,000*	*175,000*
Water Utilities Fund (502)	175,000	175,000	175,000	175,000
Solid Waste Fund (560)	-	100,000	-	-
Airport Operations Fund (524)	-	-	-	-
Transfer Out	-	-	-	-
Ending Fund Balance	**439,355**	**520,605**	**467,086**	**449,836**

TIF / TIRZ #4 (217)

Statement of Revenues, Expenditures, and Changes in Working Capital

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Beginning Fund Balance	**203,122**	**560,005**	**560,005**	**994,544**
Revenues				
Property Tax	356,697	613,503	478,654	676,276
Interest Earnings	19,598	3,000	35,193	30,000
COPS Grant	-	72,327	72,327	95,225
Total Revenues	**376,295**	**688,830**	**586,174**	**801,501**
Expenditures				
TIRZ	19,412	20,000	17,851	20,000
TIRZ PD	-	133,484	133,784	229,009
Total Expenditures	**19,412**	**153,484**	**151,635**	**249,009**
Transfer In	-	-	-	-
General Fund (101)	-	-	-	-
Transfer Out	-	-	-	-
Ending Fund Balance	**560,005**	**1,095,351**	**994,544**	**1,547,036**

TIF / TIRZ #3 (218)

Statement of Revenues, Expenditures, and Changes in Working Capital

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Beginning Fund Balance	**933,835**	**1,142,379**	**1,142,379**	**381,663**
Revenues				
Property Tax	168,355	223,142	206,694	250,255
Interest Earnings	47,071	28,630	52,590	45,000
Total Revenues	**215,426**	**251,772**	**259,284**	**295,255**
Expenditures				
TIRZ	6,882	1,020,000	1,020,000	20,000
Total Expenditures	**6,882**	**1,020,000**	**1,020,000**	**20,000**
Transfer In	-	-	-	-
TIF / TIRZ #2 (209)	-	-	-	-
Transfer Out	-	-	-	-
Ending Fund Balance	**1,142,379**	**374,151**	**381,663**	**656,918**

Tourism & Convention Fund (219)

Statement of Revenues, Expenditures, and Changes in Working Capital

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Beginning Fund Balance	**342,587**	**(32,300)**	**(32,300)**	**78,835**
Revenues				
Rose Garden	148,579	243,500	145,412	228,000
Convention Center	557,415	620,000	691,307	620,000
Main Street Revenue	27,292	7,000	13,948	19,000
Liberty Hall Revenue	143,723	128,400	108,796	113,400
Mayfair Revenue	14,671	60,000	65,113	63,000
Interest Earnings	37,080	12,000	11,544	12,000
Total Revenues	**928,760**	**1,070,900**	**1,036,120**	**1,055,400**
Expenditures				
Rose Garden Center	459,114	480,354	499,752	872,680
Rose Garden Maint.	1,052,033	1,025,081	1,042,919	1,130,558
Convention Center & Goodman	1,531,544	1,520,831	1,498,784	1,578,361
Liberty Hall	250,330	362,489	275,524	352,181
Main Street	490,442	529,389	529,013	594,260
Mayfair	184	51,100	35,993	49,300
Contingencies	-	25,000	-	-
Total Expenditures	**3,783,647**	**3,994,244**	**3,881,985**	**4,577,340**
Transfer In	*2,500,000*	*2,977,002*	*2,977,000*	*3,600,000*
Hotel Tax Fund (211)	2,500,000	2,977,002	2,977,000	3,600,000
Transfer Out	*(20,000)*	*(20,000)*	*(20,000)*	*(20,000)*
Technology Fund (671)	(20,000)	(20,000)	(20,000)	(20,000)
Productivity Fund (639)	-	-	-	-
Ending Fund Balance	**(32,300)**	**1,358**	**78,835**	**136,895**

Airport Passenger Facility Fund (234)

Statement of Revenues, Expenditures, and Changes in Working Capital

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Beginning Fund Balance	**406,484**	**638,508**	**638,508**	**868,661**
Revenues				
Passenger Facility Charge	207,651	180,000	198,572	200,000
Interest Earnings	24,373	4,000	31,581	25,000
Total Revenues	**232,024**	**184,000**	**230,153**	**225,000**
Total Expenditures	**-**	**-**	**-**	**-**
Transfer In	-	-	-	-
Transfer Out	-	*(72,000)*	-	*(72,000)*
Half-Cent Sales Tax (Non-Budgetary Fund)	-	-	-	-
Airport Operations Fund (524)	-	(72,000)	-	(72,000)
Ending Fund Balance	**638,508**	**750,508**	**868,661**	**1,021,661**

PEG Fee Fund (236)

Statement of Revenues, Expenditures, and Changes in Working Capital

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Beginning Fund Balance	**1,286,453**	**1,322,473**	**1,322,473**	**1,146,278**
Revenues				
PEG Fee	185,114	206,565	166,831	126,165
Interest Earnings	53,971	7,875	48,098	30,000
Total Revenues	**239,085**	**214,440**	**214,929**	**156,165**
Expenditures				
Technology Costs	77,326	79,895	79,895	310,569
Technology Updates	125,739	317,156	311,229	115,000
Studio Renovations	-	-	-	175,000
Contingency	-	14,540	-	110,000
Total Expenditures	**203,065**	**411,591**	**391,124**	**710,569**
Transfer In	-	-	-	-
Transfer Out	-	-	-	-
Productivity Fund (639)	-	-	-	-
Ending Fund Balance	**1,322,473**	**1,125,322**	**1,146,278**	**591,874**

Home Ownership / Housing Fund (274)

Statement of Revenues, Expenditures, and Changes in Working Capital

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Beginning Fund Balance	**446**	**466**	**466**	**488**
Total Revenues	**20**	**12**	**22**	**20**
Total Expenditures	**-**	**-**	**-**	**-**
Ending Fund Balance	**466**	**478**	**488**	**508**

Housing Assistance Payments Fund (276)

Statement of Revenues, Expenditures, and Changes in Working Capital

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Reserve for Voucher Program	422,130	175,906	175,906	273,182
Reserve for Administration	790,486	1,138,155	1,138,155	1,221,757
Beginning Fund Balance	**1,212,616**	**1,314,061**	**1,314,061**	**1,494,939**
Revenues				
HUD Voucher	10,296,540	9,780,000	11,270,168	11,405,520
HUD Administration	1,164,086	840,000	899,323	840,000
Portability Voucher	158,085	240,000	181,935	240,000
Portability Administration	8,715	16,800	10,072	16,800
FSS Administration	63,904	61,221	61,221	65,000
Vash Voucher	-	-	-	-
Fraud Reimbursement - Voucher	40,934	30,000	55,326	30,000
Fraud Reimbursement - Admisitration	40,933	30,000	55,326	30,000
Sale of Equipment	5,355	-	-	-
Rental Income	18,000	24,000	24,000	24,000
Unclaimed Property	-	-	-	-
Interest Earnings	39,283	12,000	56,904	25,000
Total Revenues	**11,835,835**	**11,034,021**	**12,614,275**	**12,676,320**
Expenditures				
HAP Voucher	10,375,619	9,225,600	11,017,953	10,947,960
HAP Administration	884,528	1,908,291	870,799	1,164,741
Poratbility Voucher	175,767	275,000	245,043	185,000
Poratbility Administration	7,500	-	-	-
FSS Administration	80,365	79,850	89,337	90,448
Tenant Protection Voucher	13,239	19,200	13,432	22,320
Tenant Protection Administration	2,532	5,267	-	-
Vash Voucher	194,840	336,000	196,833	435,240
CARES Act	-	-	-	-
Total Expenditures	**11,734,390**	**11,849,208**	**12,433,397**	**12,845,709**
Reserve for Voucher Program	175,906	405,106	273,182	303,182
Reserve for Administration	1,138,155	93,768	1,221,757	1,022,368
Ending Fund Balance	**1,314,061**	**498,874**	**1,494,939**	**1,325,550**

Grant Fund (285)

Statement of Revenues, Expenditures, and Changes in Working Capital

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Beginning Fund Balance	**-**	**829**	**829**	**829**
Total Revenues	**499,704**	**552,701**	**470,641**	**591,005**
Total Expenditures	**498,875**	**533,012**	**470,641**	**591,834**
Ending Fund Balance	**829**	**20,518**	**829**	**-**

Transit System Fund (286)

Statement of Revenues, Expenditures, and Changes in Working Capital

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Beginning Fund Balance	**8,541**	**11,748**	**11,748**	**13,000**
Revenues				
Transit Fees	173,693	180,000	174,066	174,000
Advertising	25,835	15,000	20,260	10,000
Bus Sales and Other Income	9,359	6,200	71,609	6,200
Donations	162,088	105,000	14,798	16,000
State Grant	493,805	1,364,747	1,255,304	1,610,000
Federal Grant	3,910,747	3,572,666	2,735,991	2,524,108
Total Revenues	**4,775,527**	**5,243,613**	**4,272,028**	**4,340,308**
Expenditures				
Transit Operations	5,708,524	6,037,878	5,124,582	5,223,618
Total Expenditures	**5,708,524**	**6,037,878**	**5,124,582**	**5,223,618**
Transfer In	*936,204*	*853,806*	*853,806*	*916,208*
General Fund (101)	*936,204*	*853,806*	*853,806*	*916,208*
Transfer Out	-	-	-	-
Ending Fund Balance	**11,748**	**71,289**	**13,000**	**45,898**

Community Development Block Grant Fund (294)

Statement of Revenues, Expenditures, and Changes in Working Capital

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Beginning Fund Balance	**106,583**	**123,812**	**123,812**	**196,142**
Revenues				
CDBG Grant Income	448,086	1,851,318	545,501	743,501
HIP Income	7,650	-	-	-
CARES Act	-	-	-	-
Miscellaneous Income	9,584	7,000	15,535	10,000
Total Revenues	**465,320**	**1,858,318**	**561,036**	**753,501**
Administration Expenditures				
Administration	141,888	254,613	225,225	150,403
Rehab Administration	5	13,751	23,080	15,182
Homebuyers Administration	27,490	12,913	33,480	-
Demolition Administration	7,712	10,000	1,319	-
Code Enforecment Administration	-	-	12,912	-
Public Faciliites Administration	1,092	37,254	-	-
CARES Act Administration	411	-	439	-
Miscellaneous Expense (not covered by grant)	-	-	-	-
Total Administration Expenditures	**178,598**	**328,531**	**296,455**	**165,585**
Project Expenditures				
Administration	-	-	-	-
Rehab	-	147,913	179,151	284,818
Homebuyers	-	-	-	-
Demolition	67,989	191,180	13,100	-
Code Enforecment	-	-	-	-
Public Facilities	161,179	409,623	-	294,801
CARES Act Projects	40,325	161,121	-	-
Miscellaneous Expense (not covered by grant)	-	-	-	-
Total Project Expenditures	**269,493**	**909,837**	**192,251**	**579,619**
Total Expenditures	**448,091**	**1,238,368**	**488,706**	**745,204**
Ending Fund Balance	**123,812**	**743,762**	**196,142**	**204,439**

HOME Grant Fund (295)

Statement of Revenues, Expenditures, and Changes in Working Capital

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Beginning Fund Balance	**361,363**	**1,163,031**	**1,163,031**	**608,132**
Revenues				
HOME Grant Income	1,761,079	4,818,256	308,060	303,679
Program Income	803,260	672,000	-	834,526
Miscellaneous Income	-	-	-	-
Total Revenues	**2,564,339**	**5,490,256**	**308,060**	**1,138,205**
Expenditures				
Administration	768,737	1,149,826	92,142	37,211
Homebuyers	276,892	215,000	190,524	240,000
CHDO	-	48,919	-	45,552
New Construction / Re-construction	717,042	1,949,527	580,293	822,286
Local Match	-	-	-	-
Total Expenditures	**1,762,671**	**3,363,272**	**862,959**	**1,145,049**
Ending Fund Balance	**1,163,031**	**3,290,015**	**608,132**	**601,288**

Productivity Improvement Fund (639)

Statement of Revenues, Expenditures, and Changes in Working Capital

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Beginning Fund Balance	**2,078,018**	**1,971,619**	**1,971,619**	**1,887,740**
Total Revenues	**101,750**	**55,000**	**81,756**	**75,000**
Expenditures				
Services	-	75,000	-	100,000
Productivity Pay & Severance	60,836	231,319	58,470	200,000
Internal Audit	88,826	95,300	53,800	213,800
Strategic Planning	134,770	126,321	141,829	189,203
Lean Six Sigma/City U	473,717	517,079	461,536	552,897
Total Expenditures	**758,149**	**1,045,019**	**715,635**	**1,255,900**
Transfer In	*550,000*	*550,000*	*550,000*	*300,000*
General Fund (101)	250,000	250,000	250,000	-
Rainy Day Fund (235)	-	-	-	-
Utilities Fund (502)	250,000	250,000	250,000	250,000
Solid Waste Fund (560)	50,000	50,000	50,000	50,000
Airport Fund (524)	-	-	-	-
Storm Water (575)	-	-	-	-
Special Revenue Funds	-	-	-	-
Internal Service Funds	-	-	-	-
Transfer Out	-	-	-	-
Ending Fund Balance	**1,971,619**	**1,531,600**	**1,887,740**	**1,006,840**

Fleet Maintenance & Replacement Fund (640)

Statement of Revenues, Expenditures, and Changes in Working Capital

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Beginning Fund Balance	**5,065,867**	**2,751,434**	**2,751,434**	**4,767,868**
Revenues				
Interest Earnings	193,897	40,000	286,058	40,000
Amortization Charges	6,620,842	5,661,873	6,018,007	8,950,968
Service Fees	1,342,876	1,768,000	1,267,727	1,768,000
Fuel Revenue	2,622,277	3,324,431	2,046,413	2,875,290
Parts Revenue	4,970,012	4,700,655	4,612,315	5,170,720
Compressed Natural Gas	9,729	35,000	1,763	3,000
Miscellaneous Income	76,298	1,000	4,546	1,000
Sale of Equipment	1,237,409	300,000	465,421	300,000
Sale of Salvage	3,914	8,000	5,100	8,000
Health District	10,170	14,238	(5,429)	14,238
Total Revenues	**17,087,424**	**15,853,197**	**14,701,921**	**19,131,216**
Expenditures				
Replacement	10,510,511	6,143,248	4,202,369	9,299,500
Maintenance	2,445,832	3,745,377	2,552,935	3,257,407
Health	8,473	13,004	7,743	13,004
Fuel, Parts and Contractual Services	6,837,041	6,900,570	5,822,440	6,801,195
Contingency	-	-	-	200,000
Total Expenditures	**19,801,857**	**16,802,199**	**12,585,487**	**19,571,106**
Transfer In	*500,000*	-	-	-
General Fund (101)	500,000	-	-	-
Transfer Out	*(100,000)*	*(100,000)*	*(100,000)*	*(100,000)*
Technology Fund (671)	(100,000)	(100,000)	(100,000)	(100,000)
Productivity Fund (639)	-	-	-	-
Ending Fund Balance	**2,751,434**	**1,702,432**	**4,767,868**	**4,227,978**

Risk Fund(650)

Statement of Revenues, Expenditures, and Changes in Working Capital

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Reserved for Workers Comp.	$ 1,650,470	$ 2,987,701	$ 2,987,701	$ 3,287,410
Reserved Property/Liability	550,157	995,900	995,900	1,095,803
Beginning Fund Balance / Working Capital	**2,200,627**	**3,983,601**	**3,983,601**	**4,383,213**
Revenues				
Distributed Interest	160,395	85,000	231,572	85,000
Special Event Policy	13,350	15,500	22,436	31,000
Unemployment / Disability Premiums	113,594	113,450	122,429	122,830
Property and Liability Premiums	1,801,748	2,199,704	2,202,903	2,422,631
Workers Comp Premiums	2,157,367	1,062,746	1,673,479	2,118,110
ARPA Reimbursement	29,895	-	-	-
Total Revenues	**4,276,349**	**3,476,400**	**4,252,819**	**4,779,571**
Expenditures				
Employee Cost	220,117	225,040	236,289	241,415
Unemployment / Disability	224,019	231,693	236,109	231,261
Property and Liability	1,706,684	2,178,712	2,219,410	2,338,183
Workers Comp	342,555	917,287	661,399	825,300
Contingency	-	500,000	500,000	1,000,000
Total Expenditures	**2,493,375**	**4,052,732**	**3,853,207**	**4,636,159**
Transfer Out	-	*1,880*	-	-
Productivity Fund (639)	-	1,880	-	-
Reserved for Workers Comp.	2,987,701	2,556,862	3,287,410	3,394,969
Reserved Property/Liability	995,900	852,287	1,095,803	1,131,656
Ending Fund Balance / Working Capital	**$ 3,983,601**	**$ 3,409,149**	**$ 4,383,213**	**$ 4,526,625**

Property & Facilities Management (663)

Statement of Revenues, Expenditures, and Changes in Working Capital

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Roof Replacement Reserve	$ 480,288	$ 677,863	$ 677,863	$ 473,185
Tourism Roof Replacement & HVAC	617,022	642,022	642,022	667,022
Unreserved Fund Balance	(85,333)	(260,660)	(260,660)	(611,241)
Beginning Fund Balance / Working Capital	**1,011,977**	**1,059,225**	**1,059,225**	**528,966**
Revenues				
Miscellaneous Rental Income	18,000	18,000	18,000	18,000
Miscellaneous Income	-	-	-	-
Interest Earnings	54,793	12,000	59,033	50,000
Roof Maintenance	79,372	80,674	82,674	83,520
Roof Replacement	236,952	260,541	236,952	312,541
HVAC Maintenance	407,903	344,898	354,898	372,483
Total Revenues	**797,020**	**716,113**	**751,557**	**836,544**
Expenditures				
Employee Costs	213,221	203,956	216,263	213,265
Property and Facility Maintenance	214,447	280,512	275,899	261,980
Health District	8,964	9,200	5,627	9,200
HVAC Maintenance	366,565	434,897	438,126	372,485
HVAC Replacement	55,437	55,000	49,207	75,000
Roof Maintenance	86,884	88,090	68,646	83,519
Roof Replacement	31,865	463,816	455,658	481,000
Total Expenditures	**977,383**	**1,535,471**	**1,509,426**	**1,496,449**
Transfer In	*227,611*	*227,611*	*227,610*	*244,028*
General Fund (101)	101,305	101,305	101,305	109,514
Development Services (202)	-	-	-	-
Hotel Tax Fund (211)	25,000	25,000	25,000	25,000
Water Utilities Fund (502)	50,653	50,653	50,652	54,757
Solid Waste Fund (560)	50,653	50,653	50,653	54,757
PEG Fund (236)	-	-	-	-
(Transfer Out)	-	-	-	-
Productivity Fund (639)	-	-	-	-
Roof Replacement Reserve	677,863	609,365	473,185	304,727
Tourism Roof Replacement & HVAC	642,022	667,022	667,022	692,022
Unreserved Fund Balance	(260,660)	(808,909)	(611,241)	(883,660)
Ending Fund Balance / Working Capital	**$ 1,059,225**	**$ 467,478**	**$ 528,966**	**$ 113,089**

Technology Fund (671)

Statement of Revenues, Expenditures, and Changes in Working Capital

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Beginning Fund Balance	**2,799,558**	**3,715,292**	**3,715,292**	**3,253,112**
Revenues				
Rental Income	24,684	30,275	25,013	30,275
Interest Earning	172,640	75,000	175,477	120,000
Technology Charges	5,860,439	6,264,430	6,277,884	7,157,631
Miscellaneous Income	251,649	331,743	-	338,583
Total Revenues	**6,309,412**	**6,701,448**	**6,478,374**	**7,646,489**
Expenditures				
Administration	1,741,492	1,908,104	1,881,112	2,014,255
Technology Costs	4,959,186	7,663,342	6,266,442	9,378,213
Contingency	-	293,000	-	-
Total Expenditures	**6,700,678**	**9,864,446**	**8,147,554**	**11,392,468**
Transfer In	*1,307,000*	*1,207,000*	*1,207,000*	*857,000*
General Fund (101)	450,000	350,000	350,000	-
Water Utilities Fund (502)	450,000	450,000	450,000	450,000
Solid Waste Fund (560)	250,000	250,000	250,000	250,000
Tourism & Convention Fund (219)	20,000	20,000	20,000	20,000
Airport Operating Fund (524)	37,000	37,000	37,000	37,000
Fleet Maintenance & Replacement Fund (640)	100,000	100,000	100,000	100,000
Transfer Out	-	-	-	-
Productivity Fund (639)	-	-	-	-
Ending Fund Balance	**3,715,292**	**1,759,294**	**3,253,112**	**364,133**

Cemetery Trust Fund (713)

Statement of Revenues, Expenditures, and Changes in Working Capital

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Beginning Fund Balance	**3,323,804**	**3,351,215**	**3,351,215**	**3,463,115**
Revenues				
Interest Earnings	146,794	65,000	141,759	65,000
Sales	28,862	109,600	110,400	109,600
Total Revenues	**175,656**	**174,600**	**252,159**	**174,600**
Transfer In	-	-	-	-
Transfer Out	*(148,245)*	*(65,000)*	*(140,259)*	*(65,000)*
Cemetery Operating Fund (204)	(148,245)	(65,000)	(140,259)	(65,000)
Ending Fund Balance	**3,351,215**	**3,460,815**	**3,463,115**	**3,572,715**

Utilities Debt Service Fund (504)

Statement of Revenues, Expenditures, and Changes in Working Capital

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Beginning Fund Balance	**1,249,401**	**2,336,062**	**2,336,062**	**3,764,505**
Revenues				
Interest Earnings	337,643	75,000	326,510	275,000
Miscellaneous Income	-	-	-	-
Regulatory Compliance Fee	8,456,798	8,780,841	8,581,482	11,417,689
Total Revenues	**8,794,441**	**8,855,841**	**8,907,992**	**11,692,689**
Expenditures				
Series 2012 Interest	13,306	13,306	13,306	7,175
Series 2012 Principal	130,000	130,000	130,000	140,000
Series 2015 A Interest	248,200	248,200	248,200	230,000
Series 2015 A Principal	255,000	255,000	255,000	275,000
Series 2015 B Interest	451,850	451,850	451,850	314,500
Series 2015 B Principal	1,490,000	1,490,000	1,490,000	1,630,000
Series 2017A Interest	86,150	86,150	86,150	69,800
Series 2017A Principal	270,000	270,000	270,000	285,000
Series 2017B Interest	250,925	250,925	250,925	250,925
Series 2017B Principal	-	-	-	-
Series 2018A Interest	272,000	272,000	272,000	246,400
Series 2018A Principal	360,000	360,000	360,000	385,000
Series 2018B Interest	145,800	145,800	145,800	90,000
Series 2018B Principal	915,000	915,000	915,000	970,000
Series 2019 Interest	584,069	584,071	584,071	537,819
Series 2019 Principal	450,000	450,001	450,001	495,000
Series 2020 Interest	97,150	82,950	82,950	68,550
Series 2020 Principal	710,000	710,001	710,001	740,000
Series 2021 Interest	690,262	667,063	667,063	642,863
Series 2021 Principal	580,000	605,000	605,000	630,000
Series 2022 Interest	1,287,800	1,244,300	1,244,300	1,207,700
Series 2022 Principal	870,000	915,000	915,000	950,000
Series 2023 Interest	2,300,531	3,029,000	3,029,000	2,980,250
Series 2023 Principal	1,925,000	975,000	975,000	1,030,000
Series 2025 Interest	-	-	-	2,513,772
Series 2025 Principal	-	-	-	365,000
Fiscal Agent Fees/Special Services	10,805	15,000	15,000	15,000
Total Expenditures	**14,393,848**	**14,165,617**	**14,165,617**	**17,069,753**
Transfer In	*6,686,068*	*6,686,068*	*6,686,068*	*5,584,310*
Water Utilities Fund (502)	6,686,068	6,686,068	6,686,068	5,584,310
Transfer Out	-	-	-	-
Water Utilities Fund (502)	-	-	-	-
Ending Fund Balance	**2,336,062**	**3,712,354**	**3,764,505**	**3,971,751**

WATER AND SEWER REVENUE DEBT RETIREMENT DATA

FY2026 - 2052

Fiscal Year 2024-2025

Year Ending Sept. 30	Interest Mar. 1	Interest Sept. 1	Principal Sept. 1	Total Prin.& Int.	Bond Balance
2026	4,738,513	4,421,241	7,895,000	17,054,753	210,580,000
2027	4,248,128	4,248,128	8,540,000	17,036,256	202,040,000
2028	4,068,703	4,068,703	8,760,000	16,897,406	193,280,000
2029	3,879,553	3,879,553	8,485,000	16,244,106	184,795,000
2030	3,691,453	3,691,453	8,895,000	16,277,906	175,900,000
2031	3,510,216	3,510,216	7,170,000	14,190,431	168,730,000
2032	3,366,266	3,366,266	7,460,000	14,192,531	161,270,000
2033	3,225,716	3,225,716	7,365,000	13,816,431	153,905,000
2034	3,097,841	3,097,841	7,585,000	13,780,681	146,320,000
2035	2,965,616	2,965,616	6,380,000	12,311,231	139,940,000
2036	2,843,641	2,843,641	6,225,000	11,912,281	133,715,000
2037	2,724,616	2,724,616	6,460,000	11,909,231	127,255,000
2038	2,600,666	2,600,666	6,715,000	11,916,331	120,540,000
2039	2,471,416	2,471,416	6,375,000	11,317,831	114,165,000
2040	2,350,528	2,350,528	6,620,000	11,321,056	107,545,000
2041	2,224,044	2,224,044	6,805,000	11,253,088	100,740,000
2042	2,091,819	2,091,819	6,985,000	11,168,638	93,755,000
2043	1,956,744	1,956,744	7,250,000	11,163,488	86,505,000
2044	1,815,981	1,815,981	7,525,000	11,156,963	78,980,000
2045	1,667,088	1,667,088	7,835,000	11,169,175	71,145,000
2046	1,511,553	1,511,553	8,140,000	11,163,106	63,005,000
2047	1,349,381	1,349,381	8,465,000	11,163,763	54,540,000
2048	1,179,531	1,179,531	8,810,000	11,169,063	45,730,000
2049	1,002,150	1,002,150	9,140,000	11,144,300	36,590,000
2050	817,419	817,419	8,410,000	10,044,838	28,180,000
2051	644,413	644,413	8,755,000	10,043,825	19,425,000
2052	463,688	463,688	7,865,000	8,792,375	11,560,000
2053	289,000	289,000	6,210,000	6,788,000	5,350,000
2054	133,750	133,750	2,610,000	2,877,500	2,740,000
2055	68,500	68,500	2,740,000	2,877,000	-
TOTAL	$66,997,929	$66,680,656	$218,475,000	$352,153,585	

WATER AND SEWER REVENUE BONDS

SERIES 2012

Fiscal Year 2025-2026	Interest Mar. 1	Interest Sept. 1	Principal Sept. 1	Total Prin.& Int.	Bond Balance
2026	3,588	3,588	140,000	147,175	140,000
2027	1,838	1,838	140,000	143,675	-
TOTAL	**$5,425**	**$5,425**	**$280,000**	**$290,850**	

Interest Rate 2.10%

WATER AND SEWER REVENUE REFUNDING BONDS

SERIES 2015 A

Fiscal Year 2025-2026	Interest Mar. 1	Interest Sept. 1	Principal Sept. 1	Total Prin.& Int.	Bond Balance
2026	115,000	115,000	275,000	505,000	5,545,000
2027	110,188	110,188	285,000	505,375	5,260,000
2028	105,200	105,200	295,000	505,400	4,965,000
2029	99,300	99,300	850,000	1,048,600	4,115,000
2030	82,300	82,300	2,325,000	2,489,600	1,790,000
2031	35,800	35,800	330,000	401,600	1,460,000
2032	29,200	29,200	345,000	403,400	1,115,000
2033	22,300	22,300	360,000	404,600	755,000
2034	15,100	15,100	370,000	400,200	385,000
2035	7,700	7,700	385,000	400,400	-
TOTAL	**$622,088**	**$622,088**	**$5,820,000**	**$7,064,175**	

Interest Rate 2.93%

WATER AND SEWER REVENUE REFUNDING BONDS

SERIES 2015 B

Fiscal Year 2025-2026	Interest Mar. 1	Interest Sept. 1	Principal Sept. 1	Total Prin.& Int.	Bond Balance
2026	157,250	157,250	1,630,000	1,944,500	4,830,000
2027	116,500	116,500	1,710,000	1,943,000	3,120,000
2028	78,000	78,000	1,790,000	1,946,000	1,330,000
2029	33,250	33,250	1,330,000	1,396,500	-
TOTAL	**$385,000**	**$385,000**	**$6,460,000**	**$7,230,000**	

Interest Rate 2.76%

WATER AND SEWER REVENUE BONDS

SERIES 2017A

Fiscal Year 2025-2026	Interest Mar. 1	Interest Sept. 1	Principal Sept. 1	Total Prin.& Int.	Bond Balance
2026	34,900	34,900	285,000	354,800	1,850,000
2027	29,200	29,200	290,000	348,400	1,560,000
2028	23,400	23,400	295,000	341,800	1,265,000
2029	18,975	18,975	305,000	342,950	960,000
2030	14,400	14,400	310,000	338,800	650,000
2031	9,750	9,750	320,000	339,500	330,000
2032	4,950	4,950	330,000	339,900	-
TOTAL	**$135,575**	**$135,575**	**$2,135,000**	**$2,406,150**	
Interest Rate 2.27%					

WATER AND SEWER REVENUE BONDS

SERIES 2017B

Fiscal Year 2025-2026	Interest Mar. 1	Interest Sept. 1	Principal Sept. 1	Total Prin.& Int.	Bond Balance
2026	125,463	125,463	-	250,925	7,950,000
2027	125,463	125,463	-	250,925	7,950,000
2028	125,463	125,463	-	250,925	7,950,000
2029	125,463	125,463	1,220,000	1,470,925	6,730,000
2030	104,113	104,113	1,265,000	1,473,225	5,465,000
2031	81,975	81,975	1,305,000	1,468,950	4,160,000
2032	62,400	62,400	1,345,000	1,469,800	2,815,000
2033	42,225	42,225	1,385,000	1,469,450	1,430,000
2034	21,450	21,450	1,430,000	1,472,900	-
TOTAL	**$814,013**	**$814,013**	**$7,950,000**	**$9,578,025**	
Interest Rate 2.73%					

WATER AND SEWER REVENUE BONDS

SERIES 2018A

Fiscal Year 2025-2026	Interest Mar. 1	Interest Sept. 1	Principal Sept. 1	Total Prin.& Int.	Bond Balance
2026	123,200	123,200	385,000	631,400	5,775,000
2027	115,500	115,500	400,000	631,000	5,375,000
2028	107,500	107,500	420,000	635,000	4,955,000
2029	99,100	99,100	435,000	633,200	4,520,000
2030	90,400	90,400	450,000	630,800	4,070,000
2031	81,400	81,400	470,000	632,800	3,600,000
2032	72,000	72,000	490,000	634,000	3,110,000
2033	62,200	62,200	470,000	594,400	2,640,000
2034	52,800	52,800	485,000	590,600	2,155,000
2035	43,100	43,100	505,000	591,200	1,650,000
2036	33,000	33,000	525,000	591,000	1,125,000
2037	22,500	22,500	550,000	595,000	575,000
2038	11,500	11,500	575,000	598,000	-
TOTAL	**$914,200**	**$914,200**	**$6,160,000**	**$7,390,400**	
Interest Rate 2.85%					

WATER AND SEWER REVENUE BONDS

SERIES 2018B

Fiscal Year 2025-2026	Interest Mar. 1	Interest Sept. 1	Principal Sept. 1	Total Prin.& Int.	Bond Balance
2026	45,000	45,000	970,000	1,060,000	2,030,000
2027	30,450	30,450	1,000,000	1,060,900	1,030,000
2028	15,450	15,450	1,030,000	1,060,900	-
TOTAL	**$90,900**	**$90,900**	**$3,000,000**	**$3,181,800**	
Interest Rate 2.34%					

WATER AND SEWER REVENUE BONDS

SERIES 2019

Fiscal Year 2025-2026	Interest Mar. 1	Interest Sept. 1	Principal Sept. 1	Total Prin.& Int.	Bond Balance
2026	268,909	268,909	495,000	1,032,819	16,835,000
2027	256,534	256,534	520,000	1,033,069	16,315,000
2028	243,534	243,534	545,000	1,032,069	15,770,000
2029	229,909	229,909	575,000	1,034,819	15,195,000
2030	215,534	215,534	605,000	1,036,069	14,590,000
2031	209,484	209,484	615,000	1,033,969	13,975,000
2032	203,334	203,334	630,000	1,036,669	13,345,000
2033	193,884	193,884	645,000	1,032,769	12,700,000
2034	184,209	184,209	635,000	1,003,419	12,065,000
2035	174,684	174,684	655,000	1,004,369	11,410,000
2036	164,859	164,859	675,000	1,004,719	10,735,000
2037	154,734	154,734	695,000	1,004,469	10,040,000
2038	144,309	144,309	715,000	1,003,619	9,325,000
2039	133,584	133,584	735,000	1,002,169	8,590,000
2040	124,397	124,397	755,000	1,003,794	7,835,000
2041	114,488	114,488	775,000	1,003,975	7,060,000
2042	102,863	102,863	800,000	1,005,725	6,260,000
2043	92,363	92,363	820,000	1,004,725	5,440,000
2044	81,600	81,600	840,000	1,003,200	4,600,000
2045	69,000	69,000	865,000	1,003,000	3,735,000
2046	56,025	56,025	890,000	1,002,050	2,845,000
2047	42,675	42,675	920,000	1,005,350	1,925,000
2048	28,875	28,875	945,000	1,002,750	980,000
2049	14,700	14,700	980,000	1,009,400	-
TOTAL	**$3,504,491**	**$3,504,491**	**$17,330,000**	**$24,338,981**	

Estimated Interest Rate 3.45%

WATER AND SEWER REVENUE BONDS

SERIES 2020

Fiscal Year 2025-2026	Interest Mar. 1	Interest Sept. 1	Principal Sept. 1	Total Prin.& Int.	Bond Balance
2026	34,275	34,275	740,000	808,550	1,545,000
2027	23,175	23,175	760,000	806,350	785,000
2028	11,775	11,775	785,000	808,550	-
TOTAL	**$69,225**	**$69,225**	**$2,285,000**	**$2,423,450**	

WATER AND SEWER REVENUE BONDS

SERIES 2021

Fiscal Year 2025-2026	Interest Mar. 1	Interest Sept. 1	Principal Sept. 1	Total Prin.& Int.	Bond Balance
2026	321,431	321,431	630,000	1,272,863	24,145,000
2027	305,681	305,681	660,000	1,271,363	23,485,000
2028	289,181	289,181	695,000	1,273,363	22,790,000
2029	271,806	271,806	730,000	1,273,613	22,060,000
2030	253,556	253,556	765,000	1,272,113	21,295,000
2031	234,431	234,431	805,000	1,273,863	20,490,000
2032	214,306	214,306	845,000	1,273,613	19,645,000
2033	205,856	205,856	860,000	1,271,713	18,785,000
2034	197,256	197,256	880,000	1,274,513	17,905,000
2035	188,456	188,456	895,000	1,271,913	17,010,000
2036	179,506	179,506	915,000	1,274,013	16,095,000
2037	170,356	170,356	930,000	1,270,713	15,165,000
2038	161,056	161,056	950,000	1,272,113	14,215,000
2039	151,556	151,556	970,000	1,273,113	13,245,000
2040	141,856	141,856	990,000	1,273,713	12,255,000
2041	131,956	131,956	1,010,000	1,273,913	11,245,000
2042	121,856	121,856	1,030,000	1,273,713	10,215,000
2043	111,556	111,556	1,050,000	1,273,113	9,165,000
2044	101,056	101,056	1,070,000	1,272,113	8,095,000
2045	89,688	89,688	1,095,000	1,274,375	7,000,000
2046	78,053	78,053	1,115,000	1,271,106	5,885,000
2047	66,206	66,206	1,140,000	1,272,413	4,745,000
2048	53,381	53,381	1,165,000	1,271,763	3,580,000
2049	40,275	40,275	1,165,000	1,245,550	2,415,000
2050	27,169	27,169	1,195,000	1,249,338	1,220,000
2051	13,725	13,725	1,220,000	1,247,450	-
TOTAL	**$4,121,216**	**$4,121,216**	**$24,775,000**	**$33,017,431**	

WATER AND SEWER REVENUE BONDS

SERIES 2022

Fiscal Year 2025-2026	Interest Mar. 1	Interest Sept. 1	Principal Sept. 1	Total Prin.& Int.	Bond Balance
2026	603,850	603,850	950,000	2,157,700	37,795,000
2027	580,100	580,100	995,000	2,155,200	36,800,000
2028	560,200	560,200	1,035,000	2,155,400	35,765,000
2029	539,500	539,500	1,080,000	2,159,000	34,685,000
2030	517,900	517,900	1,120,000	2,155,800	33,565,000
2031	495,500	495,500	1,165,000	2,156,000	32,400,000
2032	472,200	472,200	1,210,000	2,154,400	31,190,000
2033	448,000	448,000	1,260,000	2,156,000	29,930,000
2034	435,400	435,400	1,285,000	2,155,800	28,645,000
2035	422,550	422,550	1,310,000	2,155,100	27,335,000
2036	402,900	402,900	1,350,000	2,155,800	25,985,000
2037	382,650	382,650	1,390,000	2,155,300	24,595,000
2038	361,800	361,800	1,435,000	2,158,600	23,160,000
2039	340,275	340,275	1,475,000	2,155,550	21,685,000
2040	318,150	318,150	1,520,000	2,156,300	20,165,000
2041	295,350	295,350	1,500,000	2,090,700	18,665,000
2042	272,850	272,850	1,460,000	2,005,700	17,205,000
2043	250,950	250,950	1,500,000	2,001,900	15,705,000
2044	228,450	228,450	1,545,000	2,001,900	14,160,000
2045	205,275	205,275	1,595,000	2,005,550	12,565,000
2046	181,350	181,350	1,640,000	2,002,700	10,925,000
2047	156,750	156,750	1,690,000	2,003,500	9,235,000
2048	131,400	131,400	1,740,000	2,002,800	7,495,000
2049	105,300	105,300	1,795,000	2,005,600	5,700,000
2050	78,375	78,375	1,850,000	2,006,750	3,850,000
2051	52,938	52,938	1,900,000	2,005,875	1,950,000
2052	26,813	26,813	1,950,000	2,003,625	-
TOTAL	**$8,866,775**	**$8,866,775**	**$38,745,000**	**$54,474,925**	

WATER AND SEWER REVENUE BONDS

SERIES 2023

Fiscal Year 2025-2026	Interest Mar. 1	Interest Sept. 1	Principal Sept. 1	Total Prin.& Int.	Bond Balance
2026	1,490,125	1,490,125	1,030,000	4,010,250	58,575,000
2027	1,464,375	1,464,375	1,080,000	4,008,750	57,495,000
2028	1,437,375	1,437,375	1,135,000	4,009,750	56,360,000
2029	1,409,000	1,409,000	1,190,000	4,008,000	55,170,000
2030	1,379,250	1,379,250	1,245,000	4,003,500	53,925,000
2031	1,348,125	1,348,125	1,310,000	4,006,250	52,615,000
2032	1,315,375	1,315,375	1,375,000	4,005,750	51,240,000
2033	1,281,000	1,281,000	1,450,000	4,012,000	49,790,000
2034	1,244,750	1,244,750	1,515,000	4,004,500	48,275,000
2035	1,206,875	1,206,875	1,595,000	4,008,750	46,680,000
2036	1,167,000	1,167,000	1,675,000	4,009,000	45,005,000
2037	1,125,125	1,125,125	1,755,000	4,005,250	43,250,000
2038	1,081,250	1,081,250	1,845,000	4,007,500	41,405,000
2039	1,035,125	1,035,125	1,940,000	4,010,250	39,465,000
2040	986,625	986,625	2,035,000	4,008,250	37,430,000
2041	935,750	935,750	2,135,000	4,006,500	35,295,000
2042	882,375	882,375	2,240,000	4,004,750	33,055,000
2043	826,375	826,375	2,355,000	4,007,750	30,700,000
2044	767,500	767,500	2,470,000	4,005,000	28,230,000
2045	705,750	705,750	2,600,000	4,011,500	25,630,000
2046	640,750	640,750	2,730,000	4,011,500	22,900,000
2047	572,500	572,500	2,860,000	4,005,000	20,040,000
2048	501,000	501,000	3,010,000	4,012,000	17,030,000
2049	425,750	425,750	3,155,000	4,006,500	13,875,000
2050	346,875	346,875	3,220,000	3,913,750	10,655,000
2051	266,375	266,375	3,380,000	3,912,750	7,275,000
2052	181,875	181,875	3,550,000	3,913,750	3,725,000
2053	93,125	93,125	3,725,000	3,911,250	-
TOTAL	**$26,117,375**	**$26,117,375**	**$59,605,000**	**$111,839,750**	

WATER AND SEWER REVENUE BONDS

SERIES 2025

Fiscal Year 2025-2026	Interest Mar. 1	Interest Sept. 1	Principal Sept. 1	Total Prin.& Int.	Bond Balance
2026	1,415,522	1,098,250	365,000	2,878,772	43,565,000
2027	1,089,125	1,089,125	700,000	2,878,250	42,865,000
2028	1,071,625	1,071,625	735,000	2,878,250	42,130,000
2029	1,053,250	1,053,250	770,000	2,876,500	41,360,000
2030	1,034,000	1,034,000	810,000	2,878,000	40,550,000
2031	1,013,750	1,013,750	850,000	2,877,500	39,700,000
2032	992,500	992,500	890,000	2,875,000	38,810,000
2033	970,250	970,250	935,000	2,875,500	37,875,000
2034	946,875	946,875	985,000	2,878,750	36,890,000
2035	922,250	922,250	1,035,000	2,879,500	35,855,000
2036	896,375	896,375	1,085,000	2,877,750	34,770,000
2037	869,250	869,250	1,140,000	2,878,500	33,630,000
2038	840,750	840,750	1,195,000	2,876,500	32,435,000
2039	810,875	810,875	1,255,000	2,876,750	31,180,000
2040	779,500	779,500	1,320,000	2,879,000	29,860,000
2041	746,500	746,500	1,385,000	2,878,000	28,475,000
2042	711,875	711,875	1,455,000	2,878,750	27,020,000
2043	675,500	675,500	1,525,000	2,876,000	25,495,000
2044	637,375	637,375	1,600,000	2,874,750	23,895,000
2045	597,375	597,375	1,680,000	2,874,750	22,215,000
2046	555,375	555,375	1,765,000	2,875,750	20,450,000
2047	511,250	511,250	1,855,000	2,877,500	18,595,000
2048	464,875	464,875	1,950,000	2,879,750	16,645,000
2049	416,125	416,125	2,045,000	2,877,250	14,600,000
2050	365,000	365,000	2,145,000	2,875,000	12,455,000
2051	311,375	311,375	2,255,000	2,877,750	10,200,000
2052	255,000	255,000	2,365,000	2,875,000	7,835,000
2053	195,875	195,875	2,485,000	2,876,750	5,350,000
2054	133,750	133,750	2,610,000	2,877,500	2,740,000
2055	68,500	68,500	2,740,000	2,877,000	-
TOTAL	**$21,351,647**	**$21,034,375**	**$43,930,000**	**$86,316,022**	

Utilities Debt Reserve Fund (505)

Statement of Revenues, Expenditures, and Changes in Working Capital

Fiscal Year 2025-2026

	Actuals 2023-2024	Amended Budget 2024-2025	Projected 2024-2025	Budget 2025-2026
Beginning Fund Balance	**851,482**	**10,833**	**10,833**	**11,296**
Revenues				
Interest Earnings	9,351	18,000	463	450
Total Revenues	**9,351**	**18,000**	**463**	**450**
Expenditures				
Special Services	-	-	-	-
Total Expenditures	**-**	**-**	**-**	**-**
Transfer In	**-**	**-**	**-**	**-**
Transfer Out	*(850,000)*	-	-	-
Water Utilities Fund (502)	-	-	-	-
Utilities Capital Fund (503)	(850,000)	-	-	-
Ending Fund Balance	**10,833**	**28,833**	**11,296**	**11,746**

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-1

Date: August 27, 2025

Subject: Request that the City Council consider accepting the annual review of City of Tyler property tax abatements regarding Hood Flexible Packaging and Trane Technologies.

Item Reference: **Property Redevelopment and Tax Abatement Act; Texas Tax Code Chapter 312; Tyler City Code Sections 2-30 - 2-32.**

On July 24, 2025, the City of Tyler Reinvestment Zone Committee reviewed the status of current projects as of December 31, 2024. The Committee found that 1,338 new full-time jobs have been created, 547 jobs retained, and over $132 million has been invested in new plant and equipment in Tyler. Total employment for all projects is currently 1,885 out of the 537 required.

Both companies were in compliance with their tax abatement agreements. After review, the Committee made the following recommendations:

REVIEW OF HOOD PACKAGING AGREEMENT

Hood Flexible Packaging is a leading manufacturer and supplier of plastic film and bags, woven polypropylene bags, coated and laminated materials, and paper packaging. The facility is located at 2410 N. Lyndon Avenue, adjacent to the former Carrier facility in northeast Tyler. Hood is privately owned with headquarters in Hattiesburg, Mississippi. Hood has over 150 years of bag-making experience with 23 manufacturing facilities in 16 states across North America.

Hood Flexible Packaging purchased Bonar Packaging, Inc. in 2000. Since then, $51 million has been invested in major capital projects in Tyler. Employment increased from 78 in 2012 to an average of 145 in 2021. The average salary is $41,600. After an annual 2% increase, the average salary for these new positions is expected to reach $45,000 in five years.

Hood is planning a major expansion for the Tyler plant, retrofitting the warehouse and adding a new press and other production equipment. Part of the equipment purchase will allow the plant to recycle more of its waste providing a positive impact on the environment. The projected investment for the expansion is $17 million with the creation of 15 new jobs. The net economic impact of this project over 10 years is estimated to be $1.1MM.

On March 29, 2022, the City of Tyler Reinvestment Zone Committee recommended a four-year, 80% tax abatement for capital investment of $17 million and the creation of 15 new full-time jobs.

As of December 31, 2024, Hood has expanded its employment base by 18 new jobs, bringing the total to 155, and invested $20 million in plant and equipment.

In accordance with the tax abatement agreement, the recommendation for the 2024 abatement is 80%.

REVIEW OF TRANE AGREEMENT

Trane Technologies was incorporated in 1913 and is based in Davidson, NC. The company manufactures and markets heating and air ventilation equipment. Trane's Tyler facility, which opened in 1956 as an air conditioning plant, has since grown to become one of Tyler's largest businesses and strongest community supporters. The Tyler facility is one of the single largest Trane facilities in the world. The organization is focused on being a market leader providing innovative products that center on safety, comfort and efficiency for its customers - from a mobile app that enables remote control of home thermostat and security systems to exceptional LEED design technologies.

Trane is committed to retaining the 400 existing jobs that were housed in building 9 which collapsed during the winter storm in 2021. Trane has invested $76 million to construct a new building and assembly lines at the Tyler facility as a result of the building 9 collapse. In addition to rebuilding 4 assembly lines, this investment will create 3 additional assembly lines. The investment will allow for improved internal and external material flow as well as improved labor productivity.

Trane is the largest manufacturing employer in Tyler/Smith County and continues to maintain a strong relationship with the Tyler business community and has partnered with local government on previous projects.

On September 28, 2021, the Tyler City Council unanimously approved a 10-year, tiered tax abatement agreement (3 years/100%; 2 years/80%; 2 years/60%; 2 years/40%; 1 year/20%) for a construction and improvements project.

As of December 31, 2024, Trane has maintained its employment base of 400 for the new building, invested $118 million, and added 1730 new jobs throughout this project, resulting in a total of 2,130 office and plant employees.

In accordance with the tax abatement agreement, the recommendation for the 2024 abatement is 100%.

RECOMMENDATION:

It is recommended that the City Council accept the Annual Review of the City of Tyler property tax abatements regarding Hood Flexible Packaging and Trane Technologies.

Attachments:
Tax Abatements

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

Edited/Submitted By:
City Manager

Abatement Summary									
Company	Agrmt Date	Terms	$ Investment (000's)		Job Base	New Jobs			Abatement Recommendation
			Approved	Actual		By	Req'd	Actual	
Hood Packaging	22-Apr	80%-4 yrs	$17,500	$20,211	137	24-Dec	147	155	80%
Trane	21-Jul	100%-3 yrs 80%-2 yrs 60%-2 yrs 40%-2 yrs 20%-1yr	$77,000	$111,399	400	24-Dec	400	1730	100%
Totals			**$94,200**	**$131,610**	**537**		**547**	**1885**	

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-2

Date: August 27, 2025

Subject: Request that the City Council consider authorizing the City Manager to sign the Chapter 380 Economic Development Incentive Agreement between the City of Tyler and Tyler Hotel Partners, LP for development of a full-service hotel to be located in Downtown Tyler, Texas.

Item Reference:

The City of Tyler has been working with Valencia Hotel Group for approximately 3 years to bring a full service hotel to downtown Tyler. The Valencia Hotel project represents a $50.2 million dollar investment featuring 144 hotel rooms, 5,700 square feet of meeting space, and premium amenities that will significantly enhance Tyler's hospitality infrastructure.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to sign the Chapter 380 Economic Development Incentive Agreement between the City of Tyler and Tyler Hotel Partners, LP for development of a full-service hotel to be located in Downtown Tyler, Texas.

Drafted/Recommended By:
Department Leader Stephanie Franklin, Deputy City Manager

Edited/Submitted By:
City Manager

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-1

Date: August 27, 2025

Subject: Request that the City Council consider authorizing the City Manager to extend the Agreement for Disaster Debris Monitoring and Management Services with Thompson Consulting Services LLC.

Item Reference: **24-035 RFP Disaster Debris Monitoring and Management Services**

The City of Tyler previously seeked approval from the City Council to utilize the services of Thompson Consulting Services LLC to provide disaster debris monitoring and management services for the City of Tyler.

The City of Tyler requested proposals, RFP 24-025, from qualified individuals/firms for a stand-by contract for the clearance, demolition, removal, reduction, and disposal of disaster debris as directed by the City of Tyler to eliminate immediate threats to public health and safety. Also required is the elimination of immediate threats of significant damage to improved public or private property, which is considered essential to ensure the economic recovery of the affected community. Consultants or Providers shall provide disaster recovery technical program management assistance to City of Tyler officials. Work under this proposal will be utilized on an "as needed" basis or when notice to proceed is given to the successful proposer(s). RFP 24-025 was awarded to Crowder Gulf Disaster Recovery & Debris Management as the primary and Ceres Environmental Services as a secondary vendor on July 24, 2024, Agenda Number 5.

Monitoring and management services are required to work in conjunction with the above-mentioned awarded contractor for disaster debris removal reduction, disposal, and other emergency debris-related services.

The City of Tyler requested proposals, RFP 24-035, from qualified individuals/firms for a stand-by contract for disaster debris monitoring and management services. The RFP packages were opened on August 27, 2024, and two RFPs were received.

The Consultant or Provider shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or other federal agencies, and the state relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, or other federal agencies, and other state relief programs regulations regarding eligibility.

The initial term of the merchant services agreement commenced upon the City Council approval date

and will end September 30, 2025. At the sole discretion of the City, it may be extended for up to three (3) additional one-year periods under the same terms and conditions.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to extend the Agreement for Disaster Debris Monitoring and Management Services with Thompson Consulting Services LLC.

Drafted/Recommended By:
Department Leader Sherry Pettit, Purchasing Manager

Edited/Submitted By:
City Manager

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-2

Date: August 27, 2025

Subject: Request that the City Council consider authorizing the City Manager to extend the Agreement for Disaster Debris Removal Reduction, Disposal, and other Emergency Debris-Related Services with Crowder Gulf Disaster Recovery & Debris Management as the primary and Ceres Environmental Services as a secondary vendor.

Item Reference: **24-025 RFP Disaster Debris Removal Reduction, Disposal, and other Emergency Debris-Related Services**

The City of Tyler previously seeked approval from the City Council to utilize the services of Crowder Gulf Disaster Recovery & Debris Management as the primary and Ceres Environmental Services as a secondary vendor to provide disaster debris removal, reduction, disposal, and other emergency debris-related services for the City of Tyler.

The City of Tyler requested proposals from qualified individuals/firms for a stand-by contract for the clearance, demolition, removal, reduction, and disposal of disaster debris as directed by the City of Tyler to eliminate immediate threats to public health and safety. Also required is the elimination of immediate threats of significant damage to improved public or private property and that which is considered essential to ensure the economic recovery of the affected community. Consultants or Providers shall provide disaster recovery technical program management assistance to City of Tyler officials. Work under this proposal will be utilized on an "as needed" basis or when notice to proceed is given to the successful proposer(s).

The Consultant or Provider shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or other federal agencies, and the state relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, or other federal agencies, and other state relief programs regulations regarding eligibility. A primary and secondary consultant or provider may be selected to provide differing elements or levels of scope of work in accordance with the capabilities and extent of involvement each respondent proposes. It is the intention of the City of Tyler to select the same primary and secondary consultants or providers.

The initial term of the merchant services agreement commenced upon the City Council approval date and will end September 30, 2025. At the sole discretion of the City, it may be extended for up to three (3) additional one-year periods.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to extend the Agreement for Disaster Debris Removal Reduction, Disposal, and other Emergency Debris-Related Services with Crowder Gulf Disaster Recovery & Debris Management as the primary and Ceres Environmental Services as a secondary vendor.

Drafted/Recommended By:
Department Leader Sherry Pettit, Purchasing Manager

Edited/Submitted By:
City Manager

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-3

Date: August 27, 2025

Subject: Request that the City Council consider authorizing the City Manager to extend the Agreement for Grant Writing and Administrative Services for the DR-4781-TX Texas Severe Storms, Straight Line Winds, Tornadoes, and Flooding with Traylor & Associates Incorporated for one year beginning October 1, 2025.

Item Reference: **24-024 RFP Grant Writing and Administrative Services for the DR-4781-TX Texas Severe Storms, Straight Line Winds, Tornadoes, and Flooding**

The City of Tyler previously seeked approval from the City Council to utilize the services of Traylor & Associates Incorporated to provide consulting work to assist staff in the planning and executing of several grants relating to the DR-4781-TX Texas Severe Storms, Straight Line Winds, Tornadoes, and Flooding all in accordance with the City of Tyler specifications for the Grant Writing and Administrative Services Request for Proposal 24-024 opened on July 9, 2024. The goal in attaining this service is to help maximize dollars reimbursed to the City of Tyler as it pertains to the previously mentioned disaster.

This consultant has provided services for grant application preparedness, writing and submitting funding applications, and supporting the drafting and editing of grant proposals. They have also provided services in contract writing for local agency agreements and administration of sub-recipient funding, in addition to ensuring that all sub-recipients are compliant with all grant requirements.

The initial term of the merchant services agreement was August 1, 2024, and will end September 30, 2025. At the sole discretion of the City, it may be extended for up to three (3) additional one-year periods under the same terms and conditions.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to extend the for Grant Writing and Administrative Services for the DR-4781-TX Texas Severe Storms, Straight Line Winds, Tornadoes, and Flooding with Traylor & Associates Incorporated for one year beginning October 1, 2025.

Drafted/Recommended By:

Department Leader Sherry Pettit, Purchasing Manager

Edited/Submitted By:
City Manager

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-4

Date: August 27, 2025

Subject: Request that the City Council consider reviewing and accepting the Investment Report for the quarter ending June 30, 2025.

Item Reference:

The City of Tyler Investment Portfolio Summary includes all of the core information required under the Public Funds Investment Act plus some additional supporting information that has been prepared to assist the City Council in the quarterly review process. Please reference the attachment labeled as Investments held on June 30, 2025.

RECOMMENDATION:

Request that the City Council consider reviewing and accepting the Investment Report for the quarter ending June 30, 2025.

Attachments:
Investment Portfolio June 30, 2025
Investments held on June 30, 2025
Market Outlook 2025 07 03

Drafted/Recommended By:
Department Leader Keidric Trimble, CFO

Edited/Submitted By:
City Manager

INVESTMENT PORTFOLIO SUMMARY

For the Quarter Ended

June 30, 2025

Prepared by

Valley View Consulting, L.L.C.

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

Chief Financial Officer

Controller

Accounting Manager

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

Summary
Quarter End Results by Investment Category

City Funds

Asset Type	March 31, 2025 Ave. Yield	March 31, 2025 Book Value	March 31, 2025 Market Value	June 30, 2025 Ave. Yield	June 30, 2025 Book Value	June 30, 2025 Market Value
Pools/Bank	4.19%	$ 50,514,556	$ 50,514,556	4.15%	$ 45,174,640	$ 45,174,640
Securities/CDs	4.82%	113,856,443	113,856,443	4.62%	105,969,384	105,969,384
Totals	4.62%	**$ 164,370,999**	**$ 164,370,999**	4.48%	**$ 151,144,025**	**$ 151,144,025**

Current Quarter Average Yield *(1)*		Fiscal Year-to-Date Average Yield *(2)*	
Total Portfolio	4.48%	Total Portfolio	4.64%

Interest Earnings			Bank Fees Offset	
Quarterly Interest Income	$ 1,745,619	Approximate	Quarterly Bank Fees Offset	$ 10,581
Year-to-date Interest Income	$ 5,016,942	Approximate	Year-to-date Bank Fees Offset	$ 34,408

Water Utilities Revenue Bond

Asset Type	March 31, 2025 Ave. Yield	March 31, 2025 Book Value	March 31, 2025 Market Value	June 30, 2025 Ave. Yield	June 30, 2025 Book Value	June 30, 2025 Market Value
Pools/Bank	4.86%	$ 25,228,706	$ 25,228,706	4.44%	$ 17,974,301	$ 17,974,301
Totals	4.86%	**$ 25,228,706**	**$ 25,228,706**	4.44%	**$ 17,974,301**	**$ 17,974,301**

Current Quarter Average Yield *(1)*		Fiscal Year-to-Date Average Yield *(2)*	
Total Portfolio	4.44%	Total Portfolio	4.71%

Interest Earnings		
Quarterly Interest Income	$ 258,125	Approximate
Year-to-date Interest Income	$ 1,158,154	Approximate

Total Portfolio

Current Quarter Average Yield *(1)*		Fiscal Year-to-Date Average Yield *(2)*	
Total Portfolio	4.47%	Total Portfolio	4.65%
Rolling Three Month Treasury	4.37%	Rolling Three Month Treasury	4.42%
Rolling Six Month Treasury	4.27%	Rolling Six Month Treasury	4.42%
TexPool	4.30%	TexPool	4.40%

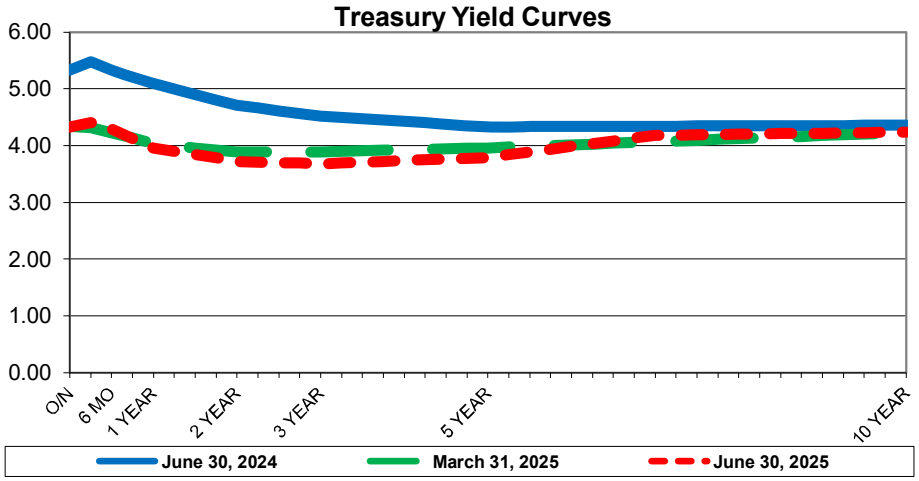
(1) **Current Quarter Weighted Average Yield** - calculated using quarter end report yields and adjusted book values; does not reflect a total return analysis, realized or unrealized gains/losses, or account for investment advisory fees. The yield for the reporting month is used for bank, pool, and money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

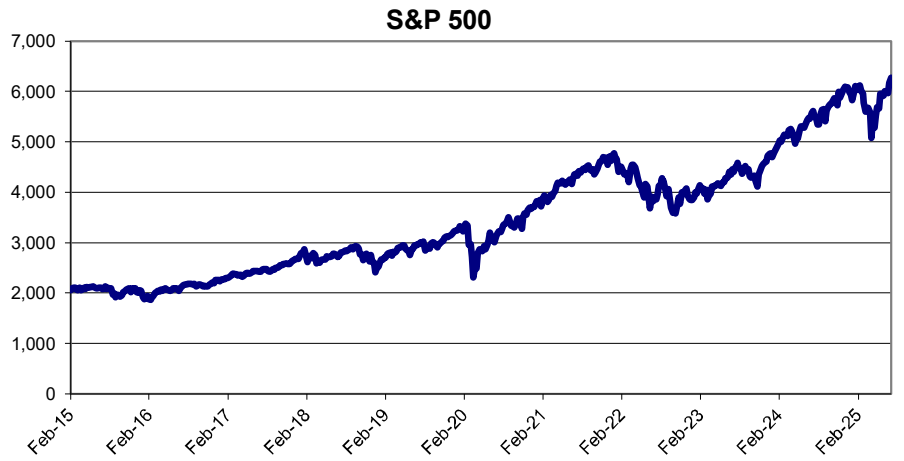
(2) **Fiscal Year-to-Date Weighted Average Yields** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

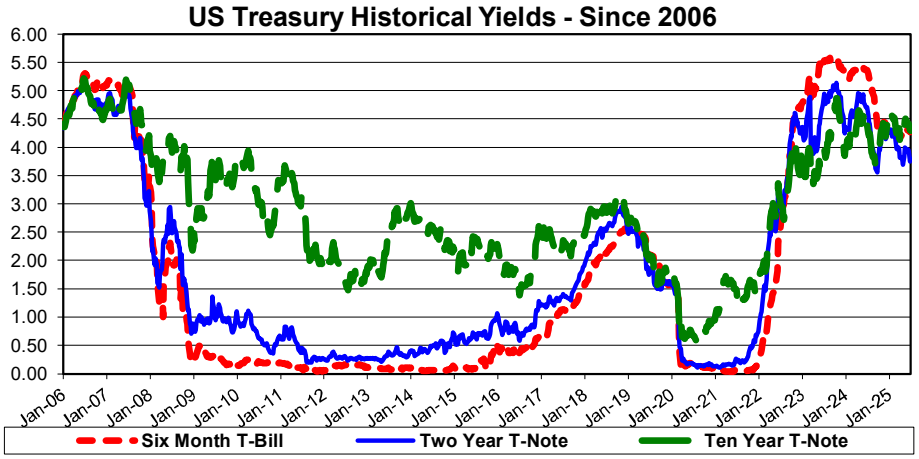
Economic Overview

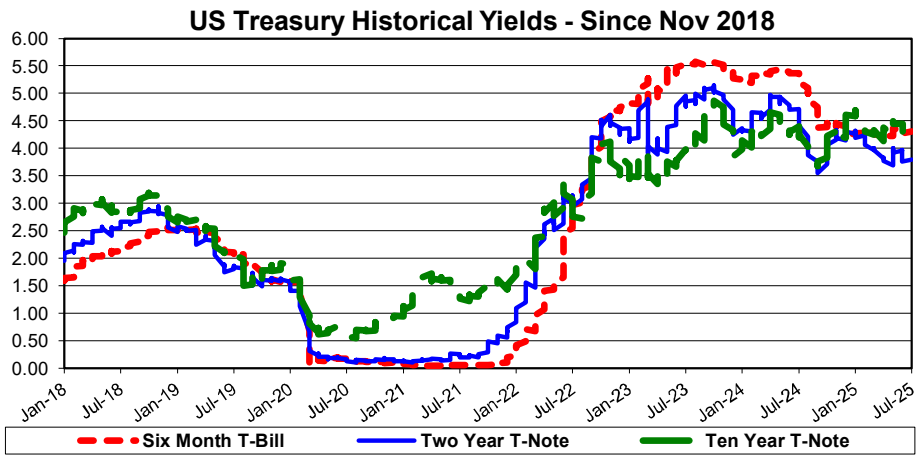
6/30/2025

The Federal Open Market Committee (FOMC) kept the Fed Funds target range at 4.25% - 4.50% (Effective Fed Funds trade +/-4.33%). Expectations for additional rate cuts are volatile with current estimates for two 0.25% cuts projected late 2025. June Non-Farm Payroll added +147k new jobs, prior months' revisions increased the Three Month Rolling Average to +150k (from the previous +135k). First Quarter 2025 final estimate GDP declined slightly to -0.5%. An Import surge increased the trade deficit. The S&P 500 Stock Index reached a new high (+/-6,175) from February's previous high (over 6,115). The yield curve still bottoms out in the 2-3 year maturity section. Crude Oil remains below $70 per barrel. Inflation continues above the FOMC 2% target (Core PCE +/-2.7% and Core CPI +/-2.8%). Uncertainty abounds throughout global economic outlooks, tariff negotiations and violent political disruptions.









All numbers estimated and subject to change.

Investment Holdings

June 30, 2025

Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
City Funds										
Cash - Pooled (3)		0.80%	07/01/25	06/30/25	$ 5,101,670	$ 5,101,670	1.00	$ 5,101,670	1	0.80%
NOW		4.49%	07/01/25	06/30/25	15,106,566	15,106,566	1.00	15,106,566	1	4.49%
NOW #2		4.49%	07/01/25	06/30/25	3,716,494	3,716,494	1.00	3,716,494	1	4.49%
InterBank MMA		4.65%	07/01/25	06/30/25	21,249,890	21,249,890	1.00	21,249,890	1	4.65%
LOGIC - City Funds	AAAm	4.41%	07/01/25	06/30/25	21	21	1.00	21	1	4.41%
Veritex Community Bank CD		5.00%	07/11/25	07/11/23	3,301,707	3,301,707	100.00	3,301,707	11	5.12%
American Nat'l Bank & Trust CD		5.10%	08/14/25	08/17/23	3,300,844	3,300,844	100.00	3,300,844	45	5.23%
American Nat'l Bank & Trust CD		5.30%	10/23/25	10/26/23	5,466,129	5,466,129	100.00	5,466,129	115	5.44%
American Nat'l Bank & Trust CD		5.00%	11/27/25	11/29/23	3,247,678	3,247,678	100.00	3,247,678	150	5.13%
American Nat'l Bank & Trust CD		5.00%	12/04/25	12/07/23	3,244,505	3,244,505	100.00	3,244,505	157	5.13%
Southside Bank CD		4.24%	01/27/26	01/27/25	11,115,003	11,115,003	100.00	11,115,003	211	4.32%
Wallis Bank CDARS		4.29%	02/19/26	02/20/25	10,155,151	10,155,151	100.00	10,155,151	234	4.38%
First Nat'l Bank ETX CD		4.75%	02/21/26	02/21/24	10,606,314	10,606,314	100.00	10,606,314	236	4.84%
BOK Financial CDARS		4.14%	03/19/26	03/20/25	10,117,597	10,117,597	100.00	10,117,597	262	4.23%
BOK Financial CDARS		4.63%	03/19/26	03/21/24	1,061,044	1,061,044	100.00	1,061,044	262	4.74%
BOK Financial CDARS		4.63%	03/26/26	03/28/24	1,060,102	1,060,102	100.00	1,060,102	269	4.74%
BOK Financial CDARS		4.63%	03/26/26	03/28/24	1,060,102	1,060,102	100.00	1,060,102	269	4.74%
BOK Financial CDARS		4.63%	04/02/26	04/04/24	211,832	211,832	100.00	211,832	276	4.75%
BOK Financial CDARS		4.63%	04/02/26	04/04/24	1,588,741	1,588,741	100.00	1,588,741	276	4.74%
BOK Financial CDARS		4.63%	04/09/26	04/11/24	846,576	846,576	100.00	846,576	283	4.74%
BOK Financial CDARS		4.63%	04/09/26	04/11/24	846,576	846,576	100.00	846,576	283	4.74%
BOK Financial CDARS		4.63%	04/16/26	04/18/24	1,903,106	1,903,106	100.00	1,903,106	290	4.74%
BOK Financial CDARS		4.63%	04/16/26	04/18/24	2,008,834	2,008,834	100.00	2,008,834	290	4.74%
NexBank CD		4.90%	04/22/26	04/22/24	8,469,860	8,469,860	100.00	8,469,860	296	5.01%
Texas Bank & Trust CD		4.05%	05/06/26	05/06/25	3,000,000	3,000,000	100.00	3,000,000	310	4.11%
NexBank CD		4.80%	05/20/26	05/17/24	6,320,081	6,320,081	100.00	6,320,081	324	4.91%
East West Bank CD		4.17%	06/08/26	06/06/25	7,020,021	7,020,021	100.00	7,020,021	343	4.26%
American Nat'l Bank & Trust CD		3.95%	05/13/27	05/08/25	3,017,582	3,017,582	100.00	3,017,582	682	4.03%
First Nat'l Bank ETX CD		3.90%	06/04/27	06/04/25	7,000,000	7,000,000	100.00	7,000,000	704	3.96%
City Funds - Sub Total					**$ 151,144,025**	**$ 151,144,025**		**$ 151,144,025**	**196**	**4.48%**
									(1)	**(2)**

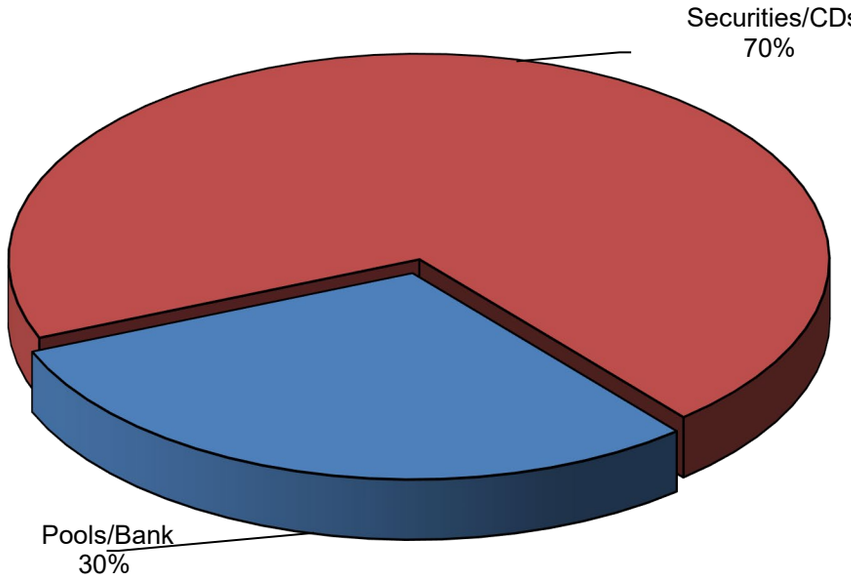
Investment Holdings

June 30, 2025

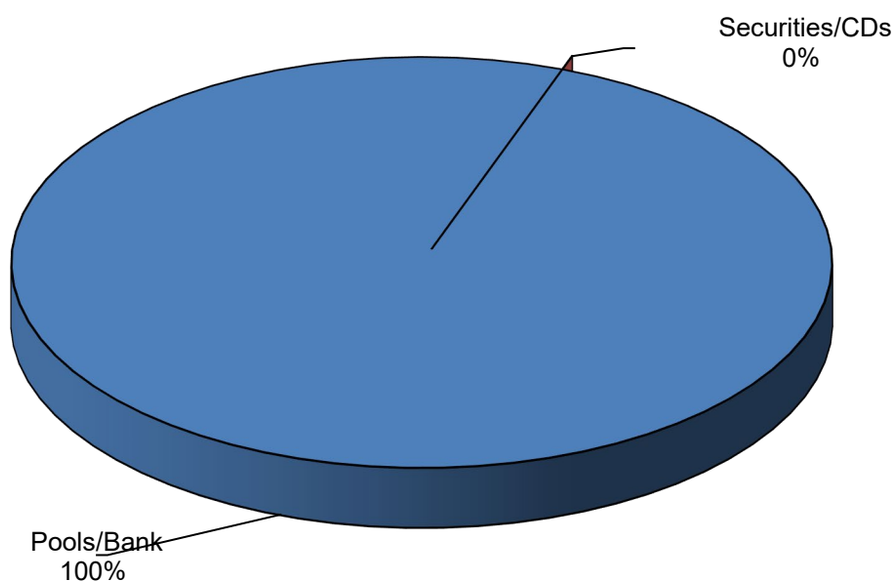
Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
Water Utilities Revenue Bond										
NOW #4 - Bond		4.44%	07/01/25	06/30/25	$ 17,734,135	$ 17,734,135	1.00	$ 17,734,135	1	4.44%
NOW #5 - Bond		4.44%	07/01/25	06/30/25	240,165	240,165	1.00	240,165	1	4.44%
TexSTAR - Bond	AAAm	4.28%	07/01/25	06/30/25	1	1	1.00	1	1	4.28%
Water Utilities Revenue Bond - Sub Total					**$ 17,974,301**	**$ 17,974,301**		**$ 17,974,301**	**1**	**4.44%**
									(1)	**(2)**
Total Portfolio					**$ 169,118,325**	**$ 169,118,325**		**$ 169,118,325**	**175**	**4.47%**
									(1)	**(2)**

(1) Weighted average life - For purposes of calculating weighted average life, TexPool, TexSTAR, and bank account investments are assumed to have a one day maturity.
(2) Weighted average yield to maturity - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for TexPool, TexSTAR, and bank account investments.
(3) Cash - Pooled funds are used as compensating balances to offset bank service charges and do not generate hard interest.

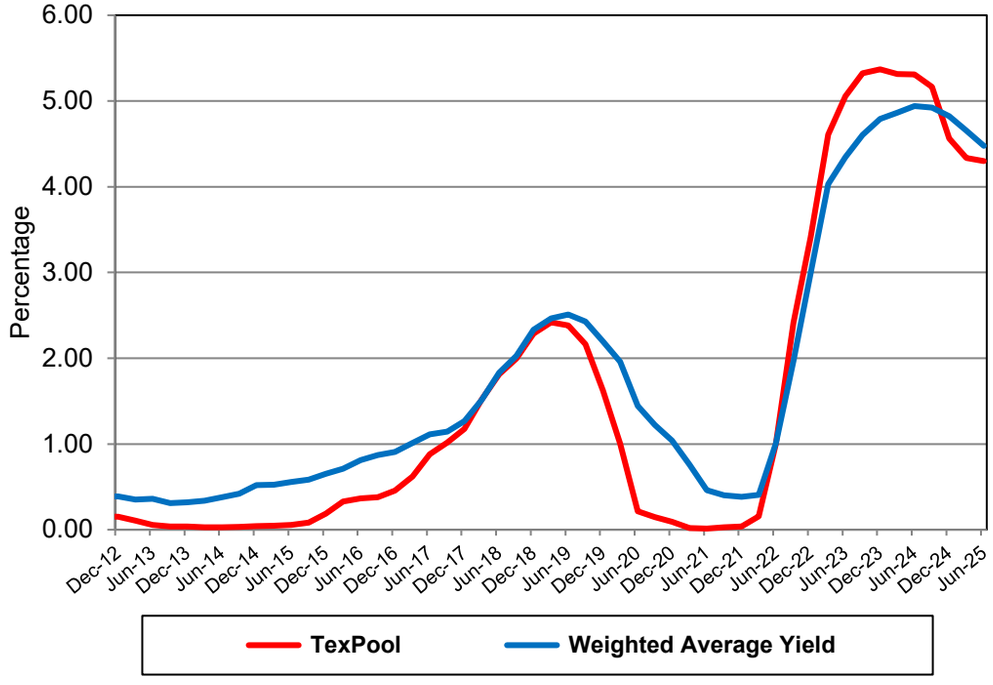
Portfolio Composition - City Funds



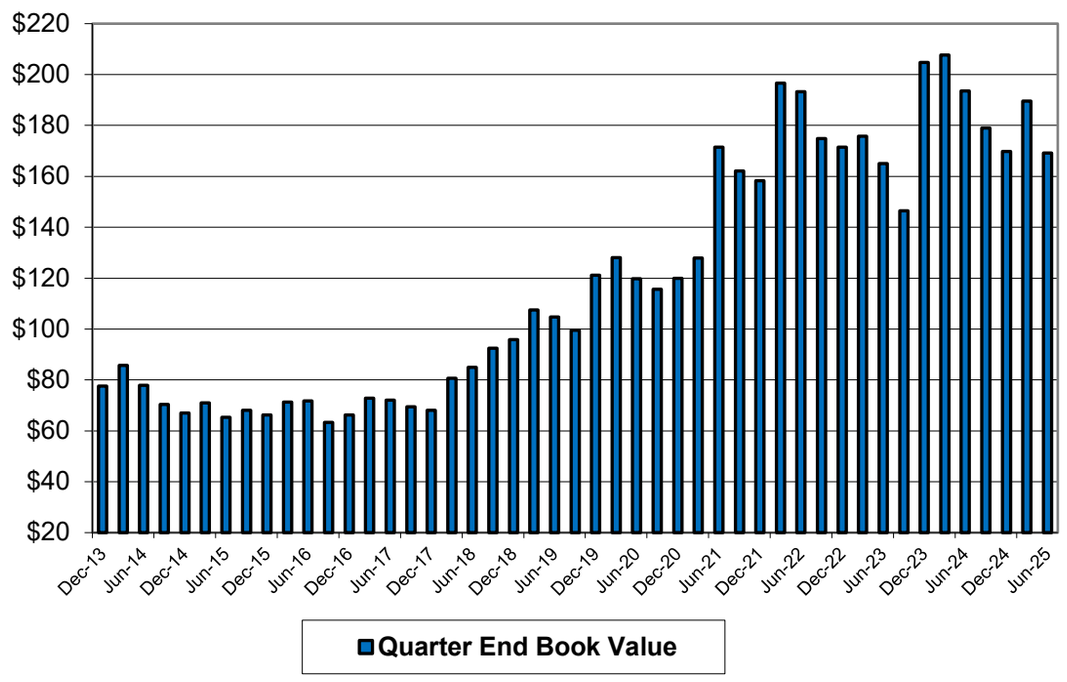
Portfolio Composition - Water Utility Revenue Bond Funds



Total Portfolio Performance



Total Portfolio (Millions)



Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 03/31/25	Increases	Decreases	Book Value 06/30/25	Market Value 03/31/25	Change in Market Value	Market Value 06/30/25
Cash - Pooled	0.80%	07/01/25	$ 4,859,198	$ 242,472	$ –	$ 5,101,670	$ 4,859,198	$ 242,472	$ 5,101,670
NOW	4.49%	07/01/25	17,967,907	–	(2,861,341)	15,106,566	17,967,907	(2,861,341)	15,106,566
NOW #2	4.49%	07/01/25	20,080,767	–	(16,364,273)	3,716,494	20,080,767	(16,364,273)	3,716,494
NOW #3 - Bond	4.53%	07/01/25	65,518	–	(65,518)	–	65,518	(65,518)	–
NOW #4 - Bond	4.44%	07/01/25	20,753,742	–	(3,019,607)	17,734,135	20,753,742	(3,019,607)	17,734,135
NOW #5 - Bond	4.44%	07/01/25	4,282,995	–	(4,042,830)	240,165	4,282,995	(4,042,830)	240,165
InterBank MMA	4.65%	07/01/25	7,606,664	13,643,226	–	21,249,890	7,606,664	13,643,226	21,249,890
TexSTAR - Bond	4.28%	07/01/25	126,452	–	(126,451)	1	126,452	(126,451)	1
LOGIC - City Funds	4.41%	07/01/25	21	–	–	21	21	–	21
American Nat'l Bank & Trust CD	4.50%	05/05/25	4,343,769	–	(4,343,769)	–	4,343,769	(4,343,769)	–
Texas Bank CD	4.56%	06/05/25	8,690,017	–	(8,690,017)	–	8,690,017	(8,690,017)	–
Cornerstone Capital Bank CDARS	5.31%	06/26/25	10,412,459	–	(10,412,459)	–	10,412,459	(10,412,459)	–
Third Coast Bank CD	5.10%	06/29/25	5,463,121	–	(5,463,121)	–	5,463,121	(5,463,121)	–
Veritex Community Bank CD	5.00%	07/11/25	3,260,444	41,263	–	3,301,707	3,260,444	41,263	3,301,707
American Nat'l Bank & Trust CD	5.10%	08/14/25	3,259,142	41,702	–	3,300,844	3,259,142	41,702	3,300,844
American Nat'l Bank & Trust CD	5.30%	10/23/25	5,394,414	71,715	–	5,466,129	5,394,414	71,715	5,466,129
American Nat'l Bank & Trust CD	5.00%	11/27/25	3,207,422	40,256	–	3,247,678	3,207,422	40,256	3,247,678
American Nat'l Bank & Trust CD	5.00%	12/04/25	3,204,314	40,191	–	3,244,505	3,204,314	40,191	3,244,505
Southside Bank CD	4.24%	01/27/26	11,000,000	115,003	–	11,115,003	11,000,000	115,003	11,115,003
Wallis Bank CDARS	4.29%	02/19/26	10,047,121	108,030	–	10,155,151	10,047,121	108,030	10,155,151
First Nat'l Bank ETX CD	4.75%	02/21/26	10,484,876	121,438	–	10,606,314	10,484,876	121,438	10,606,314
BOK Financial CDARS	4.14%	03/19/26	10,013,630	103,967	–	10,117,597	10,013,630	103,967	10,117,597
BOK Financial CDARS	4.63%	03/19/26	1,048,863	12,180	–	1,061,044	1,048,863	12,180	1,061,044
BOK Financial CDARS	4.63%	03/26/26	1,047,932	12,170	–	1,060,102	1,047,932	12,170	1,060,102
BOK Financial CDARS	4.63%	03/26/26	1,047,932	12,170	–	1,060,102	1,047,932	12,170	1,060,102
BOK Financial CDARS	4.63%	04/02/26	209,400	2,432	–	211,832	209,400	2,432	211,832
BOK Financial CDARS	4.63%	04/02/26	1,570,502	18,238	–	1,588,741	1,570,502	18,238	1,588,741
BOK Financial CDARS	4.63%	04/09/26	836,858	9,718	–	846,576	836,858	9,718	846,576
BOK Financial CDARS	4.63%	04/09/26	836,858	9,718	–	846,576	836,858	9,718	846,576
BOK Financial CDARS	4.63%	04/16/26	1,881,258	21,847	–	1,903,106	1,881,258	21,847	1,903,106
BOK Financial CDARS	4.63%	04/16/26	1,985,773	23,061	–	2,008,834	1,985,773	23,061	2,008,834
NexBank CD	4.90%	04/22/26	8,366,107	103,753	–	8,469,860	8,366,107	103,753	8,469,860
Texas Bank & Trust CD	4.05%	05/06/26	–	3,000,000	–	3,000,000	–	3,000,000	3,000,000
NexBank CD	4.80%	05/20/26	6,244,230	75,852	–	6,320,081	6,244,230	75,852	6,320,081
East West Bank CD	4.17%	06/08/26	–	7,020,021	–	7,020,021	–	7,020,021	7,020,021
American Nat'l Bank & Trust CD	3.95%	05/13/27	–	3,017,582	–	3,017,582	–	3,017,582	3,017,582
First Nat'l Bank ETX CD	3.90%	06/04/27	–	7,000,000	–	7,000,000	–	7,000,000	7,000,000
TOTAL / AVERAGE	**4.47%**		**$ 189,599,706**	**$ 34,908,005**	**$ (55,389,385)**	**$ 169,118,325**	**$ 189,599,706**	**$ (20,481,381)**	**$ 169,118,325**

Cash and Investments by Fund

		06/30/2025	03/31/2025	Difference
General Fund	101	$ 26,491,132	$ 35,458,359	$ (8,967,227.32)
General Capital Projects Fund	102	830,199	1,061,262	(231,063)
Street Improvement Fund	103	2,404,339	2,567,054	(162,715)
Development Services Fund	202	4,893,750	5,175,073	(281,323)
Cemeteries Operating Fund	204	341,167	374,244	(33,077)
Forfeitures Fund	205	388,937	424,552	(35,616)
Court Technology Fund	207	507,282	447,471	59,811
TIF/TIRZ # 2	209	–	–	–
Hotel-Motel Tax Fund	211	557,367	418,530	138,837
Donations Fund	216	557,367	1,390,494	(833,127)
TIF/TIRZ # 3	218	1,146,003	1,374,040	(228,037)
Tyler Tourism & Convention Facilities Fund	219	264,671	130,466	134,205
Half Cent Sales Tax Fund	231	34,995,296	34,824,627	170,669
Passenger Facility Fund	234	813,065	753,041	60,024
Oil & Natural Gas Fund	235	7,557,066	7,465,405	91,662
PEG Fee Fund	236	1,119,803	1,096,915	22,888
Fair Plaza Fund	240	(3,859)	(3,859)	–
Retained HUD Admin Fee Fund	274	481	476	5
Housing Assistance Fund	276	1,820,801	1,584,816	235,985
State/Federal Grants Fund	285	(126,787)	(100,658)	(26,129)
Transit System Fund	286	(1,438,462)	(630,082)	(808,380)
CDBG Grant Fund	294	69,956	105,437	(35,481)
HOME Grant Fund	295	1,336,045	1,377,290	(41,245)
HOT Debt Service Fund	302	422,963	422,963	–
Revenue Bond HOT 2021	402	–	–	–
Utilities Fund	502	14,245,816	11,541,845	2,703,971
Utilities Construction Fund	503	9,705,265	13,056,948	(3,351,682)
Utilities Debt Service Fund	504	10,267,201	6,150,832	4,116,370
Utilities Debt Reserve Fund	505	11,187	11,065	122
Revenue Bond Series 2021	512	–	126,452	(126,452)
Revenue Bond Series 2022	513	–	65,518	(65,518)
Revenue Bond Series 2017	518	–	1,063	(1,063)
Revenue Bond Series 2019	519	–	216,386	(216,386)
Revenue Bond Series 2023 CIP	520	17,734,135	20,753,742	(3,019,607)
Revenue Bond Series 2023 CD	521	240,165	4,282,995	(4,042,830)
Airport Fund	524	1,840,705	1,809,537	31,169
Airport Grant Fund	525	(1,089,802)	(1,268,071)	178,269
Solid Waste Fund	560	(444,973)	(1,362,360)	917,387
Solid Waste Capital Projects Fund	562	432,261	886,493	(454,232)
Storm Water Management	575	1,417,768	1,227,111	190,657
Productivity Improvement Fund	639	1,773,408	1,939,332	(165,924)

Cash and Investments by Fund

		06/30/2025	03/31/2025	Difference
Fleet Replacement Fund	640	6,070,370	6,874,351	(803,982)
Prop, Liab, W/C Insurance Fund	650	5,671,231	5,480,585	190,646
Employee Benefits Fund	661	4,645,742	4,950,789	(305,047)
Prop & Facility Management Fund	663	1,173,290	1,437,403	(264,113)
Technology Fund	671	3,086,142	3,991,938	(905,796)
Payroll Fund	710	1,286,243	1,241,583	44,660
Cemetery Trust Fund	713	3,426,767	3,375,267	51,500
Landfill Trust Fund	720	3,749,442	3,625,613	123,829
Retiree Benefits Fund	761	(18,964)	(204,857)	185,893
Section 125 Trust Fund	772	354,893	343,891	11,002
TOTAL		**$ 170,526,875.16**	**$ 186,273,367.67**	**$ 15,746,492.51**

Investments held on June 30, 2025 by type and by major fund are shown below:

Investment Category	Book Value	Market Value	Quarterly Average Yield	Average Maturity
City Funds				
Pools/Bank	45,174,640	45,174,640	4.15	1 day
Securities/CD's	105,969,384	105,969,384	4.62	176 days
Hotel Bond				
Pools/Bank	0	0	0	1 day
Revenue Bond				
Pools/Bank	17,974,301	17,974,301	4.44	1 day
Securities/CD's	0	0	0	0 days
	169,118,325	169,118,325	4.47	175 days

*Totals listed reflect rounded figures

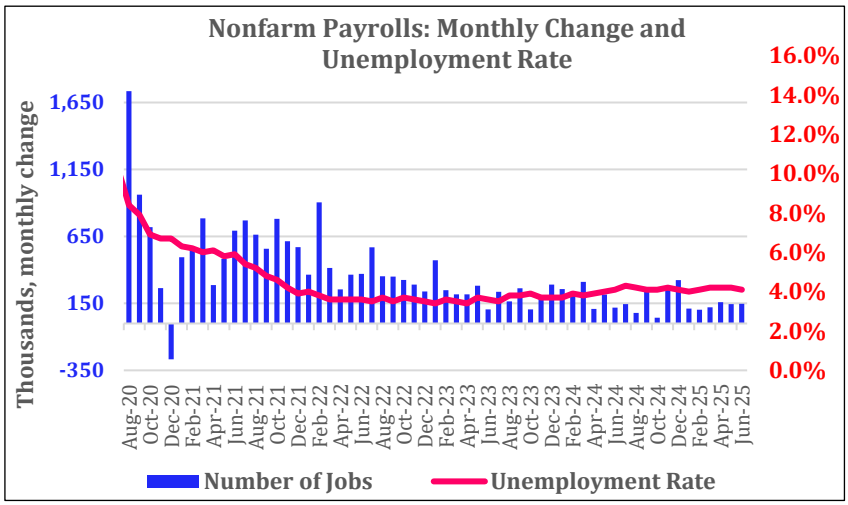
Benchmarks: Rolling 3 month Treasury average yield was 4.37 percent
Rolling 6 month Treasury average yield was 4.27 percent
The Tex Pool average yield for this quarter was 4.30 percent
The Fiscal Year-to-Date Average Yield was 4.65 percent

Valley View Consulting, L.L.C.

Market Outlook

July 3, 2025

As expected, the Federal Open Market Committee (FOMC) voted to maintain the current Fed Funds target range (4.25% to 4.50%) at their meeting on June 17th and 18th, with the market still pricing in two potential rate cuts by the end of 2025. Persistently high mortgage rates and economic uncertainty continue to weigh on potential home buyers who may choose to wait before buying. Retail sales also fell as consumers pulled back.



The June Employment report added 147,000 jobs, well above forecasts of 110,000. The previous two months were adjusted with a net increase of 16,000 jobs. May was revised to +144,000 from the +139,000 previously reported, and April was revised to +158,000 from the previously reported +147,000 jobs. The three-month average grew to +150,000 per month (the previous three-month average was +135,000 per month). For June, Government (+73,000) and Health/Education (+51,000) experienced the most notable gains. Within the government sector, federal jobs declined 7,000 for the month and are down 69,000 since January. Leisure/Hospitality (+20,000), Construction (+15,000), Transportation/Warehousing (+7,500), and Retail (+2,400) remained positive, Mining (0) was flat, and Manufacturing (-7,000) and Professional/Business (-7,000) both declined for the month. The June Labor Participation Rate, a measure of the percentage of eligible workers that hold jobs, decreased to 62.3% from 62.4% the prior month, still below its pre-pandemic level of 63.4%. The June Unemployment Rate declined from 4.2% last month to 4.1% despite market expectations to rise to 4.3%. The U6 rate (or the under-employed rate – those that are either over-qualified for their job or working fewer hours than they desire) edged down to 7.7% from May's 7.8%. Average Hourly Earnings (AHE) for June rose 0.2%, slightly below expectations, bringing AHE year-over-year from 3.8% in May to 3.7% in June. Job openings rose by 374,000 to 7.77 million jobs in May, the highest level since November 2024 and above market expectations of 7.30 million jobs. The number of unemployed people decreased by 222,000 to 7.02 million in June.

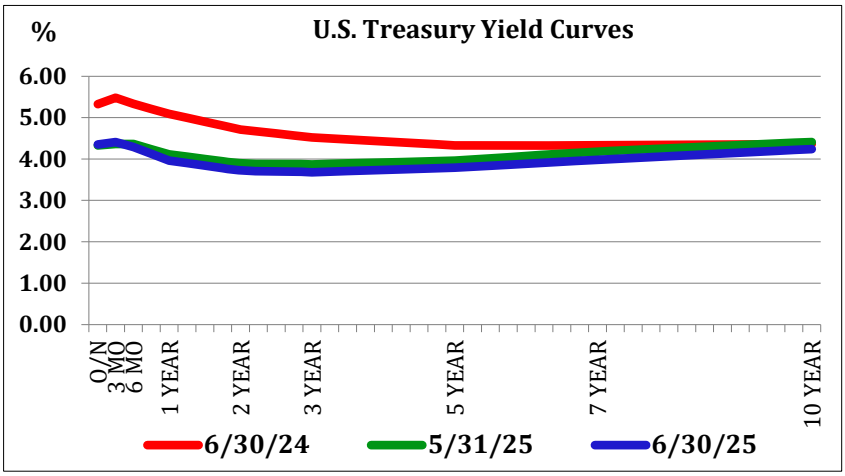
Existing Home Sales rose 0.8% in May, following April's drop of 0.5%, with year-over-year sales falling 0.7%. The median existing-home sales price for May reached an all-time high for the month of $422,800, up 1.3% from one year ago and the twenty-third consecutive month of year-over-year price increases. Inventories of Existing Homes for sale grew 6.2% since April, with a 4.6-month supply at the current sales pace. In May, New Home Sales slumped 13.7%, erasing the previous month's 9.6% gain and marking the sharpest decline since June 2022. The supply of New Homes for sale increased from 8.3 months in April to 9.8 months, still above the 6-month supply expected in a balanced market. The median sales price of new homes rose by 1.4% from the previous month to $507,000 in May. The average 30-year mortgage rate at the end of June decreased to 6.77% from 6.89% at the end of May. The S&P Case Shiller report of home prices in 20 metropolitan areas reported a 0.8% increase in home values during the month of April after rising 1.1% in March. The Federal Housing Finance Agency (FHFA), the entity that analyzes all domestic home prices, showed a 0.4% decrease in home values for April, the largest decline since July 2022, after two consecutive flat months. Year-over-year Case Shiller is up 3.4% (versus 4.1% from March), the twenty second consecutive month of year-over-year increases in home prices. The FHFA index is up 3.0% year-over-year, declining from March's 3.9% year-over-year change. May Pending Home Sales rose 1.8%, after falling 6.3% in April, bringing year-over-year pending home sales to 1.1% versus April's -2.5%. Housing Starts experienced their weakest level since May 2020, as we faced the early impacts of the pandemic, falling 9.8% in May. Building Permits decreased 2.0% in May to the lowest level since June 2020, and Construction Spending decreased 0.3% as high mortgage rates and tariffs on imported materials dampen demand.

Final GDP showed a downwardly revised US economic contraction of 0.5% for Q1 2025, the first decline in three years. As businesses and consumers rushed to purchase goods ahead of tariff announcements, a sharp rise in imports led to a trade deficit. Industrial Production fell 0.2% in May after rising 0.1% in April. Year-over-year industrial production declined to 0.6% from 1.4% the previous month. Durable Goods Orders soared 16.4% month-over-month in May, the sharpest increase since July 2014, led by transportation equipment orders which

skyrocketed 48.3%. Excluding transportation, durable goods orders rose 0.5% in May. Factory Orders grew 8.2%, with large increases to transportation equipment in May, more than offsetting the 3.9% drop from the previous month. Excluding transportation, Factory Orders increased 0.2% after two consecutive months of declines. Business inventories were flat in April after rising 0.1% in March. As an inflation impact measurement, the Producer Price Index (PPI) rose 0.1% in May, following an unexpected 0.2% decline in April, bringing year-over-year PPI to 2.6% compared to 2.5% in April. The Consumer Price Index (CPI) rose 0.1% in May following a 0.2% increase last month. Year-over-year, CPI rose for the first time in four months to 2.4% from 2.3% in April. Core CPI, or the results after food and energy numbers are excluded (due to price volatility), also increased 0.1% for the month, after rising 0.2% in April. Year-over-year Core CPI remained at 2.8% for the third consecutive month, maintaining the four-year low. The Purchasing Managers Index edged up from 48.5% to 49.0% in June, the fourth consecutive month of contraction (levels below 50%), however the rate of contraction slowed as production rebounded and inventories improved.

After 4.0% growth in Q4 2024, Personal Consumption showed annualized growth of 0.5% in Q1 2025, the slowest pace since 2020. Retail Sales dropped 0.9% in May, and April was downwardly revised to -0.1%, reflecting the pullback in consumer spending. This brought year-over-year retail sales from 5% the previous month to 3.3% in May. Excluding vehicle and gas purchases, sales declined 0.1% for the month after rising 0.1% in April. Consumers' attitudes as measured by both the Consumer Sentiment report (+8.5 points) and the Consumer Confidence report (-5.4 points) showed mixed results in June. Consumer sentiment rose for the first time in six months, but remains below December 2024 levels, and consumer confidence declined as potential economic slowdown and increased inflation weigh on consumers. Inflation expectations for the next year dropped to 5.0% (versus 6.6% last month), and the five-year inflation outlook decreased to 4.0% from May's 4.2%, still elevated from the start of the year. Personal Consumption Expenditures (PCE) increased 0.1%, matching that of April and in line with market expectations, bringing PCE year-over-year from 2.2% last month to 2.3%. The Core PCE Index measuring consumption net of food and energy, and one of the indicators watched closely by the FOMC, increased 0.2% in May, slightly above market expectations of a 0.1% rise. Year-over-year Core PCE rose to 2.7% in May from 2.6% the prior month, exceeding the FOMC's target inflation rate of 2.0% for the fiftieth consecutive month. The Personal Income component of the PCE series indicated that incomes fell 0.4% in May despite market expectations of a 0.3% increase, marking the first decline since September 2021. Personal Spending decreased 0.1% for the month, the first contraction since January as economic uncertainty may have slowed consumers' appetites.

The FOMC made no change to the current Fed Funds target range at the June 17th and 18th meeting. Chair Powell continued to emphasize that despite elevated uncertainty, the economy is in a solid place, and their monetary policy is well positioned to respond timely to economic developments. Their updated Summary of Economic Projections showed slower growth with 1.4% annual GDP projected for 2025, a slightly higher 4.5% unemployment rate, and an increased Core PCE inflation rate of 3.1% by the end of the year. Chair Powell mentioned that with conflicts in the Middle East we generally see a spike in energy prices, which tend to correct without having a lasting effect on inflation. The Committee generally expects inflation to increase over the course of the summer, then come back down. Market rate expectations remain aligned with the Committee's projections which imply two 25 basis-point cuts to the Fed Funds rate by the end of 2025, with the market currently favoring one 25 basis-point cut in September and another in December.



Government Security Investment Pool yields improved this month closing June at +/- 4.35% after ending May at +/- 4.28%. Short-term US Treasury and Agency rates fell in an initial flight to quality with the 1-year Treasury dropping to 3.96% at the end of June after May's close of 4.11% and the 2-year Treasury falling to 3.72% from prior month's 3.89%. Subsequently, the 1-year and 2-year rates rebounded to 4.07% and 3.88%, respectively. Bank CDs continue to offer opportunities to lock-in rates above securities with 1-year CD yields at +/- 4.30%. Amid uncertainty, locking-in fixed income investments can hedge against the possibility of rate reductions and help sustain portfolio yields over the long term.

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

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-5

Date: August 27, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute a reconciliation change order that will increase the contract amount by $37,223.70 and the release of final retainage payment in the amount of $9,421.13, with Advanced Water Well Technologies, for additional services related to the Well Survey Phase 2 project (Buyboard Contract #672-22).

Item Reference: **Agenda Item M-1; 03-26-2025**

Between July 18 and 22, 2022, the Texas Commission on Environmental Quality (TCEQ) Tyler Regional Office conducted an investigation of the City's water system to assess compliance with public water supply regulations. During this investigation, it was noted that several of the City's wells were not in use and appeared to be in a deteriorated state, as defined by 16 Texas Administrative Code (TAC) Chapter 76. Per these regulations, deteriorated wells must either be properly plugged with cement or repaired to a non-deteriorated state.

Upon further review of the initial investigation report, it was determined that the City had the option to conduct camera surveys of the wells to verify their condition. If a well is confirmed to be non-deteriorated, it may be temporarily capped rather than permanently plugged, offering a significantly more cost-effective solution. The capped wells will have to continue to be surveyed every five years.

To align with the City's compliance plan with TCEQ, Tyler Water Utilities (TWU) engaged Advanced Water Wells Technologies to perform camera surveys on Wells 2, 4, and 5, which were originally scheduled for decommissioning by December 31, 2024. The survey results confirmed that the casing in these wells remains in a non-deteriorated state, allowing the City to proceed with capping rather than permanent plugging.

This Well Survey Phase 2 contract with Advanced Water Wells Technologies will fund the capping of Wells 2, 4, and 5 and the camera survey of the remaining eight wells to assess their casing condition. Once the additional survey results are received, TWU will determine whether to temporarily cap or permanently plug the remaining wells, ensuring compliance with regulatory requirements in the most cost-effective manner.

On March 26, 2025, City Council approved a contract in the amount of $151,198.92, with Advanced Water Well Technologies, for the Well Survey Phase 2 project. During the construction phase, Advanced Water Well Technologies had to increase their insurance limits to meet the City of Tyler

insurance requirements. The contractor also faced unforeseen field conditions. This increased the construction contract amount by $37,223.70. The total construction contract cost came out to $188,422.62.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute a reconciliation change order that will increase the contract amount by $37,223.70 and the release of final retainage payment in the amount of $9,421.13, with Advanced Water Well Technologies, for additional services related to the Well Survey Phase 2 project (Buyboard Contract #672-22).

Attachments:
Buyboard Proposal
Contract Amendment

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

Edited/Submitted By:
City Manager

ADVANCED WATER WELL TECHNOLOGIES

QUOTATION

14394 E INTERSTATE HWY 10
CONVERSE, TX 78109
OFFICE: (830) 865-2362

PROJECT NAME / NUMBER: WELL PULLING AND WELL SECUREMENT
QUOTATION NUMBER: 20250324-JW1
DATE: 3/24/2025
CUSTOMER P.O. NUMBER: .

CUSTOMER NAME: CITY OF TYLER
ADDRESS (LINE 1): .
ADDRESS (LINE 2): .
PHONE NUMBER: .
EMAIL ADDRESS: .

PRIMARY SCOPE OF WORK: **PULL, CAMERA SURVEY, AND WELL SECUREMENT** | *SALES REP:* *Chris Richey*

No.	DESCRIPTION	Unit	Price	Line Total
1	FIELD LABOR HOURS TO MOBILIZE CREW TO LOCATION TO WELD ON SECURE LOCKING CAPS. DEMOBILIZE TO THE SHOP.	12	$ 300.00	$ 3,600.00
2	FUEL SURCHARGE	1	$ 244.80	$ 244.80
3	WELL #2 FIELD LABOR HOURS TO PREPARE WELLHEAD FOR A LOCKING WELL SEAL. INSTALL LOCKING 8" WELL CAP. CLEAN LOCATION. PROVIDE THE KEY TO THE CITY.	8	$ 330.00	$ 2,640.00
4	PARTS AND MATERIALS TO COMPLETE THE PROJECT TO INCLUDE BUT NOT LIMITED TO THE LOCKING CAP, ANCHOR BOLTS, SWAGE, AND PIPE.	1	$ 2,869.25	$ 2,869.25
5	PER DEIM	1	$ 550.00	$ 550.00
6	WELL #4R FIELD LABOR HOURS TO PREPARE WELLHEAD FOR A LOCKING WELL SEAL. INSTALL LOCKING 8" WELL CAP. CLEAN LOCATION. PROVIDE THE KEY TO THE CITY.	8	$ 330.00	$ 2,640.00
7	PARTS AND MATERIALS TO COMPLETE THE PROJECT TO INCLUDE BUT NOT LIMITED TO THE LOCKING CAP, ANCHOR BOLTS, SWAGE, AND PIPE.	1	$ 2,869.25	$ 2,869.25
8	PER DEIM	1	$ 550.00	$ 550.00
9	WELL #5 FIELD LABOR HOURS TO PREPARE WELLHEAD FOR A LOCKING WELL SEAL. INSTALL LOCKING 8" WELL CAP. CLEAN LOCATION. PROVIDE THE KEY TO THE CITY.	8	$ 330.00	$ 2,640.00
10	PARTS AND MATERIALS TO COMPLETE THE PROJECT TO INCLUDE BUT NOT LIMITED TO THE LOCKING CAP, ANCHOR BOLTS, SWAGE, AND PIPE.	1	$ 2,869.25	$ 2,869.25
11	PER DEIM	1	$ 550.00	$ 550.00
12	FIELD LABOR HOURS TO MOBILIZE RIG AND TRUCK WITH CREW FROM AWWTEC SHOP TO LOCATION. DEMOBILIZE ALL EQUIPMENT FROM THE LOCATION TO AWWTEC SHOP.	28	$ 300.00	$ 8,400.00
13	FIELD LABOR HOURS TO MOBILIZE CAMERA TRUCK/TRAILER FROM AWWTEC SHOP TO THE LOCATION. DEMOBILIZE ALL EQUIPMENT FROM THE LOCATION BACK TO AWWTEC SHOP.	12	$ 225.00	$ 2,700.00
14	WELL #7 FIELD LABOR HOURS TO MOBILIZE FROM WELL TO WELL. RIG UP AND DISCONNECT ELECTRICAL AND PLUMBING. PULL THE PUMPING EQUIPMENT AND STACK ON SITE. SECURE WELL AND CLEAN SITE. DEMOBILIZE TO NEXT WELL.	38	$300.00	$ 11,400.00
15	WELL #8 FIELD LABOR HOURS TO MOBILIZE FROM WELL TO WELL. RIG UP AND DISCONNECT ELECTRICAL AND PLUMBING. PULL THE PUMPING EQUIPMENT AND STACK ON SITE. SECURE WELL AND CLEAN SITE. DEMOBILIZE TO NEXT WELL.	38	$ 300.00	$ 11,400.00
16	WELL #10 FIELD LABOR HOURS TO MOBILIZE FROM WELL TO WELL. RIG UP AND DISCONNECT ELECTRICAL AND PLUMBING. PULL THE PUMPING EQUIPMENT AND STACK ON SITE. SECURE WELL AND CLEAN SITE. DEMOBILIZE TO NEXT WELL.	36	$ 300.00	$ 10,800.00
17	WELL #10 CAMERA SURVEY	1	$ 900.00	$ 900.00
18	WELL #12 FIELD LABOR HOURS TO MOBILIZE FROM WELL TO WELL. RIG UP AND DISCONNECT ELECTRICAL AND PLUMBING. PULL THE PUMPING EQUIPMENT AND STACK ON SITE. SECURE WELL AND CLEAN SITE. DEMOBILIZE TO NEXT WELL.	40	$ 300.00	$ 12,000.00
19	WELL #12 CAMERA SURVEY	1	$ 900.00	$ 900.00
20	WELL #14 FIELD LABOR HOURS TO MOBILIZE FROM WELL TO WELL. RIG UP AND DISCONNECT ELECTRICAL AND PLUMBING. PULL THE PUMPING EQUIPMENT AND STACK ON SITE. SECURE WELL AND CLEAN SITE. DEMOBILIZE TO NEXT WELL.	36	$ 300.00	$ 10,800.00
21	WELL #14 CAMERA SURVEY	1	$ 900.00	$ 900.00
22	WELL #15 FIELD LABOR HOURS TO MOBILIZE FROM WELL TO WELL. RIG UP AND DISCONNECT ELECTRICAL AND PLUMBING. PULL THE PUMPING EQUIPMENT AND STACK ON SITE. SECURE WELL AND CLEAN SITE. DEMOBILIZE TO NEXT WELL.	40	$ 300.00	$ 12,000.00
23	WELL #15 CAMERA SURVEY	1	$ 900.00	$ 900.00
24	WELL #17 FIELD LABOR HOURS TO MOBILIZE FROM WELL TO WELL. RIG UP AND DISCONNECT ELECTRICAL AND PLUMBING. PULL THE PUMPING EQUIPMENT AND STACK ON SITE. SECURE WELL AND CLEAN SITE. DEMOBILIZE TO NEXT WELL.	40	$ 300.00	$ 12,000.00
25	WELL #17 CAMERA SURVEY	1	$ 900.00	$ 900.00
26	FUEL SURCHARGE FOR ALL THE EQUIPMENT	1	$ 1,280.00	$ 1,280.00
27	PER DIEM FOR CREW	16	$ 550.00	$ 8,800.00
28	PROJECT SUPERVISOR RATE FOR THE PROJECT	6	$ 650.00	$ 3,900.00
29	ADDITIONAL INSURANCE COVERAGE ABOVE INDUSTRY STANDARDS	1	$ 53,202.30	$ 53,202.30
30	PERFORMANCE BOND	1	$ 1,882.91	$ 1,882.91
31	PAYMENT BOND	1	$ 1,334.86	$ 1,334.86
32	BUYBOARD 672-22	1		$ -
33	FIELD LABOR HOURS TO MOBILIZE THE WELDER AND CREW TO LOCATION. PREPARE THE WELLHEAD FOR THE CAP INSTALLATION. INSTALL THE 8" LOCKING CAP AND SECURE THE WELL. LEAVE THE KEYS WITH THE CITY OFFICIAL.			
34	ALL FIELD LABOR HOURS TO PULL THE PUMPING EQUIPMENT ARE ESTIMATED FROM THE STATE WELL REPORTS AND THE INFORMATION WE FOUND WHILE PULLING THE PRIOR THREE WELLS. DUE TO NO NEWER INFORMATION ON THESE WELLS, THE HOURS MAY VARY. THE ACTUAL HOURS TO COMPLETE THE PROJECT WILL BE REFLECTED ON THE FINAL INVOICE.			

Taxable (Yes/No) : TBD Tax Rate: TBD % *Applicable sales tax will be charged when invoiced.*

Subtotal:	**$ 188,422.62**
Sales Tax:	**$ -**
Total:	**$ 188,422.62**

ALTERNATES:

Alt.1		$ -	$ -
Alt.2		$ -	$ -

Subtotal with Alternate:	$ 188,422.62
Sales Tax with Alternate:	$ -
Total with Alternate:	$ 188,422.62

Regulated by:
Texas Department of Licensing and Regulation
PO Box 12157 Austin, TX 78157 1-800-803-9202

SHIPMENT:

SHIPPING DETAILS:
Proposed Start Date:
All prices above are subject to Federal, State and Local Sales Taxes.
This quotation will automatically expire if Purchaser does not deliver a written acceptance to this contract by: 30 DAYS

Advanced Water Well Technologies
14394 E INTERSTATE HIGHWAY 10
CONVERSE, TX 78109
(Contractor)

ACCEPTANCE OF THIS CONTRACT: The above prices, specifications, and conditions are satisfactory to the purchaser and are hereby accepted with signature below, Fax, Email, or verbal conformation. Purchaser authorizes Advanced Water Well Technologies ("AWWT") and its subcontractors to do the work as specified. All work is to be completed as specified and according to standard industry practices. Any additional work or materials required due to unknown well conditions will result in an extra charge over and above the estimate. Our workers are fully covered by Workman's Compensation Insurance. We warranty our craftsmanship against craftsmanship defects for one year; defects to be determined on a case by case basis by AWWT. There is a manufacturers warranty on equipment for one year. The manufacturer determines if the equipment will be warrantied or not on a case by case basis. Payment is due upon receipt of invoice and balances past due after 30 days are subject to 15% interest per annum.

PURCHASER: _____ ADDRESS (LINE 1): _____

SIGNATURE: _____ ADDRESS (LINE 2): _____

DATE: _____ PHONE NUMBER: _____

Fee Summary
Advanced Water Well Technologies
Amendment 1
AWWT 202 503 24-JW 1

FEE SUMMARY

The Amendment's project scope and cost are in addition to, and do not replace, the original project scope and costs. All of the terms and conditions contained in the Agreement for the additional work, not specifically excluded in Section 7, are applicable to the work procured by the Agreement. The fees for the scope of services described above is as follows:

Phase	Original Contract	Amendment 1		Total Project Contract
Additional Insurance	$151,198.92	$37,223.70	-	$188,422.62
3				
	$1 51,198 .9 2	**$37,223.70**		**$ 188,422.62**

May 7, 2025

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

RE: Contract Amendment

The purpose of this letter is to serve as an amendment to the contract between Advanced Water Well Technologies and City Of Tyler, effective May 7, 2025, for additional items outside of the original contract.

The proposed amendment is as follows:

- Modify item 7.4 to increase Contract Price from $151,198.92 to $177,800.07 as needed for additional insurance required by City of Tyler.

Thank you for your business and continued opportunity to provide services related to this and future projects.

Sincerely,

Advanced Water Well Technologies

Perry Marlow
CFO
pmarlow@awwtec.com
830-865-2362

City of Tyler

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-6

Date: August 27, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute a contract with Cactus Abatement & Demolition, LLC., for the demolition of substandard structures in accordance with request for qualifications, bid #25-044.

Item Reference:

As part of the City initiative, identified under Chapter 7, Art. III. of the Tyler City Code, the City of Tyler Code Enforcement Department regularly identifies properties that are substandard. These properties are presented to the Neighborhood Revitalization Board, which can review the properties, determine that they are a public nuisance, and order the demolition of the property if the owner does not rehabilitate or demolish the property, as described in Chapter 7, Art. III. of the Tyler City Code.

Funding for the demolition projects is provided by the City of Tyler's Capital Projects Fund for the Substandard Structure Program.

The Code Enforcement Department has found that there is a need for demolition contractors to be on call for properties that need demolition. On July 8, 2025, the City of Tyler Purchasing Department opened responses received for qualifications. Three companies, Cactus Abatement & Demolition, LLC., TNT Dumpster Demolition, and R&S Demolition & Construction, LLC., turned in responses to the City's request for qualification (RFQ). Of these responses, Cactus Abatement & Demolition, LLC. was the only contractor that submitted a response with the proper qualifications and a cost estimate sheet; therefore, they were the only contractor that qualified for a contract for demolition. Given that Cactus Abatement & Demolition, LLC. was the only contractor that qualified for the round robin contract, they would be the only company that would be given properties to demolish. This will allow the properties to be demolished more quickly than having to bid out each individual property. This contract with Cactus Abatement & Demolition, LLC. would be for an initial two (2) year period with an option for three one (1) year extensions. We are requesting that the council award the contract for demolition to Cactus Abatement & Demolition, LLC.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to execute a contract with Cactus Abatement & Demolition, LLC., for the demolition of structures and clearance of properties for the City of Tyler, in accordance with the request for qualifications, bid #25-044.

Attachments:
25-044 Notice to Bidders
Proposal - Cactus Abatement & Demo
Proposal - Cactus Abatement & Demo - Cost Sheet
Proposal - R & S Demolition & Construction, LLC
Proposal - TNT Dumpster & Demo
Demo Contract Documents

Drafted/Recommended By:
Department Leader Chris Lennon / Code Enforcement Mgr. Jimmy Toler / Chief of Police

Edited/Submitted By:
City Manager

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 July 8, 2025, for the items shown below, at which time they will be publicly opened. All interested persons may attend.

Bid/Proposal

25-044 City-Wide Commercial and Residential Demolition Services Annual Contract

Plans, specifications, and/or proposal forms must be obtained from Code Enforcement, 411 W. Martin Luther King Jr. BLVD, Tyler, TX 75702_*(unless otherwise indicated) during regular business hours Monday through Friday, 8:00 a.m. until 5:00 p.m. Telephone No. 903-531-1312. 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 13, 2025
2nd Publication: June 20, 2025

City of Tyler, Texas
Edward Broussard
City Manager

WBE HUB DBE SBE

CACTUS ABATEMENT
& DEMOLITION, LLC

211 James Street, Roanoke, TX 76262
Tel: 817-491-4791 Fax: 817-491-4793
office@cactusabatement.net

BID PROPOSAL FOR:

BID #: 25-044
CITY-WIDE COMMERCIAL & RESIDENTIAL DEMOLITION SERVICES ANNUAL CONTRACT

BID DUE:
July 8, 2025 @ 2:00 PM

Presented By:

Cactus Abatement & Demolition, LLC
211 James Street
Roanoke, TX 76262
Tel 817.491.4791 Fax 817.491.4793
office@cactusabatement.net

REQUEST FOR PROPOSAL

THIS IS NOT AN ORDER

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

Telephone: (903) 531-1232

June 13, 2025
DATE MAILED

Proposal No: 25-044
(Number must appear on ALL correspondence)

Closing Time: 2:00 pm

Closing Date: July 8, 2025

Addressed To:

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.

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.

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 July 8, 2025, and opened by City Staff in the City Council Chambers @ 212 North Bonner, City Hall, 2nd Floor @ 2:00 pm July 8, 2025.

City-Wide Commercial and Residential Demolition Services Annual Contract

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.

30 Days
INVOICING TERMS

Cactus Abatement & Demolition LLC
COMPANY NAME

June 30, 2025
DATE

Nelda J Hall
AUTHORIZED REPRESENTATIVE (print)

Nelda J Hall
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.

PRICE, DATA, AND SPECIFICATION SHEET

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

Telephone: (903) 531-1232

DATE: June 13, 2025

BID # / PROPOSAL #: 25-044

CLOSING TIME: 2:00 pm

CLOSING DATE: July 8, 2025

PROPOSERS MUST COMPLETE THIS SECTION

ITEM NO.	QUANTITY	DESCRIPTION	BRAND	UNIT PRICE	TOTAL NET PRICE
		See attached specifications SEE PRICING NEXT PAGE			
			TOTAL:		

Cactus Abatement & Demolition, LLC
Bid Proposal for City of Tyler
Bid #: 25-044

Prperty Address _____ **Parcel #** _____

Item	Type	Description	Est. Quantity	Unit	Unit Price	Total
1.1	**RESIDENTIAL**	WOOD FRAME PROPERTY		SQFT	$ 4.45	$ -
		MULTI LEVEL		SQFT	$ 4.50	$ -
		MASONARY/BRICK PROPERTY		SQFT	$ 4.50	$ -
		MULTI LEVEL		SQFT	$ 4.60	$ -
	COMMERCIAL	METAL		SQFT	$ 4.35	$ -
		MULTI LEVEL		SQFT	$ 4.40	$ -
		MASONARY/BRICK		SQFT	$ 4.50	$ -
		MULTI LEVEL		SQFT	$ 4.50	$ -
	RES/COMM	DETACHED METAL GARAGE		SQFT	$ 4.35	$ -
		DETACHED WOOD FRAME GARAGE		SQFT	$ 4.30	$ -
1.2	**SWIMMING POOLS**					$ -
	20' X 30'	CONCRETE INGROUND(SPAS, JACUZ)		SQFT		$ -
	10'X 20'	VINYL/PLASTIC SIDED IN GROUND		SQFT		$ -
	10'X20'	VINYL/PLASTIC SIDED ABOVE GROUND		SQFT		$ -
1.3	CONCRETE AND ASPHALT REMOVAL, FOUNDATIONS, DRIVEWAY, SIDEWALKS, PATIO, PORCHES, ETC.			SQFT	$ 2.00	$ -
1.4	MISC DEBRIS REMOVAL, (i.e. TRASH, CONSTRUCTION, DEMOLITION MATERIALS, SHRUBS, ETC.)			CUYD	$ 50.00	$ -
1.5	MISC ITEMS, METAL OR WOOD STORAGE BUILDING			SQFT	$ 4.30	$ -
1.6	MISC. ITEMS WOOD OR METAL FENCE, ETC			LFT	$ 4.00	$ -
1.7	MOWING			SQYD		$ -
1.8	MOBILIZATION FEE			EACH	$ 850.00	$ -
1.9	FILL IN WATER WELLS WITH OR WITHOUT CASING			LFT	$ 78.00	$ -
1.1	PUMP OUT SEPTIC TANKS			GAL	$ 4.00	$ -
1.11	SIGNAGE, COMMERCIAL ADVERTISING, ETC			SQFT	$ 23.00	$ -
1.12	FILL DIRT			CUYD	$ 19.00	$ -
1.13	GRASS SOD			SQYD		$ -
1.14	GRASS SEED AND MULCH			SQYD		$ -
1.15	SPECIAL SITE PROTECTION NEEDS (fencing, silt screen, barracades, etc.)			LFT	$ 6.75	$ -
1.16	**HAZARDOUS MATERIALS**					$ -
		PAINT		GAL		$ -
		TIRES		EACH		$ -
		OIL		GAL		$ -
						$ -
		TOTAL FOR THIS PROPERTY				$ -

Nikola J Hall

QUALIFICATIONS PACKAGE

CITY OF TYLER
CODE ENFORCEMENT
411 W. MARTIN LUTHER KING JR. BLVD.
TYLER, TEXAS 75702

BID #: 25-044

CITY-WIDE COMMERCIAL & RESIDENTIAL
DEMOLITION SERVICES
ANNUAL CONTRACT

June 13, 2025

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1.0 REQUEST FOR QUALIFICATIONS

1.1 PROJECT DESCRIPTION: Qualifications are being accepted by the City of Tyler for the provision of residential and commercial demolition services on an annual contract agreement. A total of **3** agreements may be established. In the event of an "Emergency" demolition that is declared by the City Building Official, the aforementioned selection process will be adjusted so as to provide for immediate work to begin. Providers are being asked to present the qualifications and experience of their company and their personnel for this work.

Demolition services may be performed on the following:

- Structures exempt from the Asbestos National Emissions Standards for Hazardous Air Pollutants (NESHAP), such as a single-family residence.
- Facilities regulated under the Asbestos NESHAP that contain regulated asbestos containing material (RACM) below thresholds.
- Facilities regulated under the Asbestos NESHAP that require removal of RACM prior to building demolition.
- Facilities regulated under the Asbestos NESHAP that have been declared structurally unsound or in danger of imminent collapse or that are subject to emergency demolition guidelines.

Any and all asbestos related activities must be performed at a minimum in strict adherence to the Texas Asbestos Hazards and Protection Act, NESHAP, and Occupational Safety and Health Administration (OSHA) rules and regulations.

All work performed under the contract shall be in strict adherence to all applicable Federal, State and local rules and regulations.

THERE IS NO MINIMUM GUARANTEE OF ANY WORK UNDER THIS CONTRACT.

Historically, the City of Tyler has performed demolition-related services on 25 residential and/or commercial structures and project sites per calendar year.

1.2 GENERAL REQUIREMENTS:

The Qualifications Documents submitted in accordance with this Request for Qualifications shall remain valid for ninety (90) days after the due date.

All Providers must comply with:

- Chapter 3, "Personnel/Civil Services/ TRMS", ARTICLE I. "PERSONNEL POLICIES", Section 3-2, "Equal Employment Opportunity", "of the Code of the City of Tyler, prohibiting discrimination in employment practices.
- Chapter 2-1, "Employment," Article III, "Discrimination, "of the City of Tyler, Texas Policies, Procedures, Reference Guide, and Organizational Culture.

1.3 INTERPRETATION OF THE REQUEST FOR QUALIFICATIONS:

All requests for an interpretation of the Request for Qualifications must be made in writing and submitted to the Code Enforcement Department, by fax, regular mail, or email, at any time up to seven (7) calendar days prior to the deadline date for submitting Qualifications Packages. The person submitting the request will be responsible for its prompt delivery. No oral requests for interpretation will be answered.

The City will issue any interpretation of the Qualifications Documents as a formal addendum. The City will attempt to fax a copy of each addendum to each person receiving a Qualifications Package, when those persons have identified themselves to the City. The City will also post addenda on the website. The City will not be responsible for any other explanations or interpretations. It is the Provider's obligation to determine if addenda have been issued prior to the deadline for submitting the Qualifications Package.

1.4 CONFLICTS & QUESTIONS: Should there be conflicts between the Qualifications documents and the final executed contract document, the final contract shall take precedence. Questions regarding this Request for Qualifications should be directed in writing immediately to:

Chris Lennon
Code Enforcement
City of Tyler
411 W. Martin Luther King Jr. Blvd.
Tyler, TX 75702

Phone 903.531.1312
Fax 903.595.7146
clennon@tylertexas.com

1.5 HOW TO SUBMIT A QUALIFICATIONS PACKAGE: Each Provider must submit **ONE (1) electronic copy on a flash drive and one bound hard-copy** of their Qualifications Package to the City. All items to complete the submittal must be included within the Qualifications Package or the entire Qualifications Package may be considered non-responsive and rejected. In case of ambiguity or lack of clarity, the City reserves the right to adopt the construction most advantageous to the City or to reject the Qualifications Package.

Qualifications Packages must be submitted in a sealed envelope, addressed to the City of Tyler Purchasing Office, 304 N Border, Tyler, Texas 75702, Attn: Sherry Pettit. The Qualifications Packages must be received by Purchasing no later than **2:00 p.m. on Tuesday, July 8, 2025**.

The bid number must be clearly marked on the envelope and the statement "**QUALIFICATIONS DOCUMENTS ENCLOSED, DELIVER TO TYLER CITY PURCHASING DEPARTMENT ONLY BEFORE 2:00 pm on Tuesday, July 8, 2025** placed in the lower left-hand corner of the envelope in which the documents are delivered. If the documents are placed in an envelope that is contained inside another envelope, the statement shall be placed on the outermost envelope.

Any Qualifications Documents not properly marked or not received in the proper place by the proper time will be considered non-responsive.

NO FAXED QUALIFICATIONS WILL BE ACCEPTED

1.6 OPENING OF QUALIFICATIONS: The Document entitled "Qualifications Summary" in each Qualifications Package submitted will be opened and read aloud at **2:00 P.M. on Tuesday, July 8, 2025**, in the Tyler City Council Chambers. The Qualifications Packages shall be handled so as to avoid the disclosure of the remainder of their contents to competing offers and so as to keep such contents secret during negotiations. All Qualifications Packages will be open for public inspection after the contract is awarded. However, information in the Qualifications Packages subject to the trade secrets exception of the Public Information Act under § 552.110 of the Texas Government Code or the confidential information exception under §552.101 of the Texas Government Code will not be open to public inspection. It is the responsibility of the Provider to clearly mark as such any information they deem trade secret or confidential.

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1.7 QUALIFICATIONS EVALUATION CRITERIA: The City will select the most highly qualified Provider responding to the request, based upon demonstrated competence and qualifications. Qualifications will be evaluated by qualitative measures and will be weighted as follows:

	MAXIMUM WEIGHT
Provider's Experience	30 points
Qualifications of Provider's Personnel	30 points
Provider's Legal History	15 points
Provider's Work History With City *	10 points
Qualifications of Provider's Subcontractors	10 points
Provider's MBE Participation Plan	5 points
TOTAL	**100 points**

*** No work history with the City will receive a score of 0 points.**

NOTE: Any of the above factors may be weighted as low as -20 points.

The City may conduct such investigations as deemed necessary to assist in the evaluation of any Qualifications and to establish the responsibility, qualifications, and financial ability of the Provider, subcontractors, and other persons who are proposed to work on the project.

1.8 NEGOTIATION OF THE CONTRACT: After selecting the three most highly qualified Providers, the City will then attempt to negotiate with each Provider a contract. If a satisfactory contract cannot be negotiated with the one or more of the three most highly qualified Providers, the City shall formally end negotiations with the Provider(s), select the next most highly qualified Provider, and attempt to negotiate a contract with that Provider. This process shall continue until a contract is entered into, or until the City rejects all submittals and issues a new Request for Qualifications based on a new scope of work. The fees under the contract must be consistent with industry standard and may not exceed any maximum provided by law. The City will negotiate with the successful Providers any final changes to the contract and any exceptions identified in the Qualifications Documents. The City is not obligated to accept any exceptions made by Provider. After the negotiations, the City will prepare and issue the contract documents with the notice of award to each successful Provider.

1.9 CONTRACT TIME: The successful Providers will be awarded a contract with an initial term of two years. Following expiration of the initial term, the Providers shall have the opportunity for three additional renewal options of one year each, subject to approval of the City of Tyler.

1.10 AWARD OF THE CONTRACT: The City will send a notice of award letter to each successful Provider with three (3) sets of contract documents. The successful Providers must execute the contracts in each set and return all three sets to the City. Upon receipt of the three sets, the City will execute each set and issue one set to each Provider with a letter entitled notice to proceed. This letter authorizes work to begin and invoices to be paid.

1.11 RESERVATIONS: The City reserves the right to reject any or all Qualifications Packages and waive any or all formalities.

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2.0 QUALIFICATIONS DOCUMENTS

2.1 QUALIFICATIONS DOCUMENT CHECKLIST

All Qualifications Documents, including this Checklist, must be completed in full and submitted in a sealed envelope, in the requested order, or the Qualifications Package may be considered as a non-responsive submittal.

	Qualifications Documents	Initial if Included
1.	QUALIFICATIONS DOCUMENT CHECK LIST	Nilda J Hall
2.	ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA	Nilda J Hall
3.	BUSINESS DIVERSITY ENTERPRISES	Nilda J Hall
4.	QUALIFICATIONS SUMMARY	Nilda J Hall
5.	QUALIFICATIONS OF PROVIDER	Nilda J Hall
6.	LIST OF SUBCONTRACTORS	Nilda J Hall
7.	INSURANCE CERTIFICATES	Nilda J Hall
8.	PROVIDER'S LICENSES & CERTIFICATES	Nilda J Hall
9.	PROVIDER'S LEGAL & COMPLIANCE HISTORY	Nilda J Hall

I understand that failure to submit all of these items may cause my submittal to be considered non-responsive.

Name Nilda J Hall

Title President

Company Cactus Abatement & Demolition LLC

2.2 ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

2.2.1 Check if applicable _____

The undersigned acknowledges the receipt of the following addendum (a) to the Request for Qualifications, and has attached all addenda following this page. (Add lines if necessary).

___ Addendum Number 1 _____
(Date received)

___ Addendum Number 2 _____
(Date received)

___ Addendum Number 3 _____
(Date received)

___ Addendum Number 4 _____
(Date received)

2.2.2 Check if applicable ✓

The undersigned acknowledges the receipt of no addenda to the Request for Qualifications.

PROVIDER:

Cactus Abatement & Demolition LLC
Company Name

BY: Nelda J Hall
(print or type name of signatory)

211 James Street
Address

Nelda J Hall
(Signature)

Roanoke, TX 76262
City, State, Zip

President
Title (print or type)

2.3 MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION

The City of Tyler gives additional consideration to Minority/Women Business Enterprises. All proposers shall note that it is the policy of the City to ensure the full and equitable participation of Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) in the procurement of services. This Request for Proposal consists of a MBE goal.

See Minority Certificates Next Page

2.4 QUALIFICATIONS SUMMARY

TO THE CITY OF TYLER:

The undersigned hereby proposes to furnish the equipment, labor, materials, superintendence, and any other items or services necessary to perform the required demolition services as instructed by the City. All work will be outlined in a Task Order issued by the City to the Provider for each required task. The Scope of Services is outlined on the following pages of the Qualifications Documents.

Provider acknowledges the need to respond to a Cost Estimate within 3 business days and be prepared to begin work no later than 14 calendar days from Cost Estimate submittal.

All Qualifications Documents have been submitted in one sealed package.

0 Addenda to the Request for Qualifications have been received as acknowledged in Section 2.2.

This Qualifications Summary and the accompanying Qualifications Documents are intended to be complete and will remain valid for ninety (90) days from the date of submittal.

PROVIDER:

Cactus Abatement & Demolition LLC	BY: Nelda J Hall
(Company Name)	(Print or type name of signatory)
211 James Street	Nelda J Hall
(Address)	(Signature)
Roanoke, TX 76262	President
(City, State, Zip)	Title (print or type)
817-491-4791	817-491-4793
Phone)	(FAX)

Women Business Enterprise (WBE)
Cactus Abatement & Demolition, LLC

Cactus Abatement & Demolition, LLC

has filed with the Agency an Affidavit as defined by NCTRCA Women Business Enterprise (WBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS 238150: GLASS AND GLAZING CONTRACTORS
NAICS 238910: SITE PREPARATION CONTRACTORS
NAICS 562910: REMEDIATION SERVICES

This Certification commences February 3, 2025 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: February 28, 2027
Issued Date: February 3, 2025
CERTIFICATION NO. WFWB02263N0227

Angela Alexander

Certification Administrator

Disadvantaged Business Enterprise (DBE)
Cactus Abatement & Demolition, LLC

Cactus Abatement & Demolition, LLC

has filed with the Agency an Affidavit as defined by NCTRCA Disadvantaged Business Enterprise (DBE) 49 CFR Part 26 and is hereby certified to provide service(s) in the following areas:

NAICS 238150: GLASS AND GLAZING CONTRACTORS
NAICS 238910: SITE PREPARATION CONTRACTORS
NAICS 562910: REMEDIATION SERVICES

This Certification commences September 9, 2024 and supersedes any registration or listing previously issued. This certification must be updated annually by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Issued Date: September 9, 2024
CERTIFICATION NO. WFDB90116N0925

Texas Unified Certification Program
TUCP

Angela Alexander

Certification Administrator

Small Business Enterprise (SBE)
Cactus Abatement & Demolition, LLC

Cactus Abatement & Demolition, LLC

has filed with the Agency an Affidavit as defined by NCTRCA Small Business Enterprise (SBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS 238150: GLASS AND GLAZING CONTRACTORS
NAICS 238910: SITE PREPARATION CONTRACTORS
NAICS 562910: REMEDIATION SERVICES

This Certification commences February 3, 2025 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: February 28, 2027
Issued Date: February 3, 2025
CERTIFICATION NO. WFSB47562N0227

Angela Alexander

Certification Administrator

Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: **1451772447300**
Approval Date: **March 6, 2023**
Scheduled Expiration Date: **March 6, 2027**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

Cactus Abatement & Demolition, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **March 6, 2023**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

2.5 QUALIFICATIONS OF THE PROVIDER

Provider shall provide its company name, address, telephone number(s), and FAX number(s) for the local office as well as the headquarters.

Provider shall attach a copy of its current statement of qualifications (**15-page maximum, 12 pt. type minimum**). If subcontractors are to be utilized, each subcontractor must be discussed within the statement of qualifications. Within the statement of qualifications, the Provider should:

- Document Provider's experience (including references) with demolition and asbestos abatement services as discussed in the following Scope of Services. This section should discuss past and current relevant jobs with special focus on LOCAL AREA work.

- Work orders that are funded fully or in part by federal funds may require compliance with the Davis-Bacon Act. Provide a list of projects where your firm was responsible for providing weekly payrolls. Briefly explain how you expect to meet this federal requirement.

- Submit an organization chart depicting contact arrangement from the City to the Provider and from the Provider's representative to other areas within the Provider. Identify key persons by name and title and describe the primary work assigned. This chart must include the individual(s) assigned to ensure the BDE plan is followed.

- Submit a brief résumé (one-page maximum, 12 pt type minimum) for the overall Contract Manager, NESHAP Trained Individual, and Primary Asbestos Contractor that will PERFORM WORK under this contract. These resumes count as part of the overall 15-page limit for the statement of qualifications.

INCLUDE A COPY OF THE QUALIFICATIONS WITHIN THIS SECTION AND BOUND WITHIN THE QUALIFICATIONS PACKAGE

CACTUS ABATEMENT
& DEMOLITION, LLC
WBE SBE HUB DBE
211 James Street, Roanoke, TX 76262
Tel: 817.491.4791 Fax: 817.491.4793
office@cactusabatement.net

Qualifications and Capabilities

To: City of Tyler Code Enforcement
Bid Number: 25-044 –
City-Wide Commercial & Residential Demolition Services Annual Contract

Cactus Abatement & Demolition, LLC (Cactus) is positioned to provide demolition services, as well as remove asbestos, lead, and mold contaminants. We are licensed in all and have sufficient insurance to perform our work.

Since 2002, Cactus has performed services for both public and private sectors and has completed all projects according to plan and schedule. Cactus has extensive experience working in sensitive areas including hospitals, schools, commercial, and industrial buildings. We have an excellent safety record with no OSHA or DSHS citations. Cactus is a 100% woman owned company. We are certified as a Texas HUB, DBE, WBE, and SBE through the North Central Texas Regional Certification Agency. As President of Cactus, I have forty years of experience in remediation and management. My education includes a Master's in Business Administration from the University of Tulsa.

We have a team of highly specialized Workers, Supervisors and Project Managers that have years of experience and are all licensed in Texas. The number of workers we have access to allows us to service our current workload and any number of projects that come up. Our stock of resources includes all equipment needed for demolition and abatement. We are pleased to present the attached bid proposal package to you for your consideration.

Should you have questions or if you would like to schedule a meeting, please contact me at 817.491.4791 or office@cactusabatement.net. We appreciate any opportunity to work with you on your projects.

Best regards,

Nelda J. Hall

Nelda J. Hall, President | MBA

CACTUS ABATEMENT & DEMOLITION, LLC
office@cactusabatement.net

SBE HUB DBE WBE

CACTUS ABATEMENT
& DEMOLITION, LLC

211 James Street, Roanoke, TX 76262
Tel: 817.491.4791 Fax: 817.491.4793
office@cactusabatement.net

CURRENT REFERENCES

Project	Owner	Contact Person	Phone Number
City of Tyler-Annual Demolition 5 Year Contract	City of Tyler	Chris Lennon, Code Enforcement Manager	903-531-1312 clennon@tylertexas.com
DFW Airport Asbestos & Mold Abatement and Building demolition Numerous Projects since 2010	DFW International Airport	Javier Araya, Project Manager, Environmental Affairs Division	972-973-5682 jaraya@dfwairport.com
City of Richardson-Abatement of Public Library	City of Richardson	Sadhana Pendharkar	1-214-502-9835 sadhana.pendharkar@cor.gov
City of Fort Worth – Abatement & Demolition 3 Year Contract	City of Fort Worth	Roger Grantham	817-392-8592 Roger.Grantham@fortworthtexas.gov
City of North Richland Hills Abatement & Demolition of former Methodist Church 5301 Davis Blvd NRH, TX	City of North Richland Hills	Chris Amarante, Director of Facilities & Construction City of North Richland Hills	Off: 817-427-6365 camarante@nrhtx.com
City of Lewisville – Demolition of Rodeo Grounds and a City Office Building	City of Lewisville	Chris Presley	972-219-3705 cpresley@city of Lewisville.com
Sheppard Air Force Base Asbestos & Lead Abatement at Base in Wichita Falls, TX	US Air Force	Flint Skaggs Consultant	940-631-3096 flintskaggs@gmail.com
DFW Airport Asbestos Abatement for Aeroterm Buildings A,B,C,D and Evergreen Building at DFW Airport, TX for Skye Building Services	DFW Airport Authority	James Sutherland Skye Building Srvs	214-770-2046 jsutherland@skyebuild.com
Altus Air Force Base Asbestos Abatement in Base Housing for ServPro of Wichita Falls & Lawton	US Air Force	Aaron Ryan, Owner ServPro	940-232-5516 aaron@servprowichitafalls.com

SAMPLE OF CERTIFIED PAYROLL AVAILABLE WEEKLY

U.S. Department of Labor
Wage and Hour Division

PAYROLL

For contractor's optional use; see instructions at dol.gov/agencies/whd/forms/wh347

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

WAGE AND HOUR DIVISION
Revised December 2008

OMB No. 1235-0008
Expires 09/30/2026

NAME OF CONTRACTOR / OR SUBCONTRACTOR	ADDRESS	PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
Cactus Abatement & Demolition, LLC ☑	211 James St.; Roanoke, TX 76262	50 - No Work	03/08/2025	DFW Runway 17R-35L Pipe DFW Runway Pipe-Austin Bridge & Road DFW Airport Runway 17R/35L Pipe	J25009 / 422012CAC1

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
				Sun	Mon	Tue	Wed	Thu	Fri	Sat				FICA	WITH-HOLDING TAX	State	Local	OTHER	TOTAL DEDUCTIONS	
				3/2	3/3	3/4	3/5	3/6	3/7	3/8										
				HOURS WORKED EACH DAY																
			O								0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			S								0.00									
			O								0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			S								0.00									
			O								0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			S								0.00									
			O								0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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			S								0.00									
			O								0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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			S								0.00									

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have
mments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W.
ngton, D.C. 20210

211

(over)

Date 03/13/2025

I, Nelda J. Hall (Name of Signatory Party) President (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Cactus Abatement & Demolition, LLC (Contractor or Subcontractor) on the

ustin Bridge & Road DFW Airport Runway 17R/3! (Building or Work); that during the payroll period commencing on the

02 day of 03, 2025, and ending the 08 day of 03, 2025,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Cactus Abatement & Demolition, LLC (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

– in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☑ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

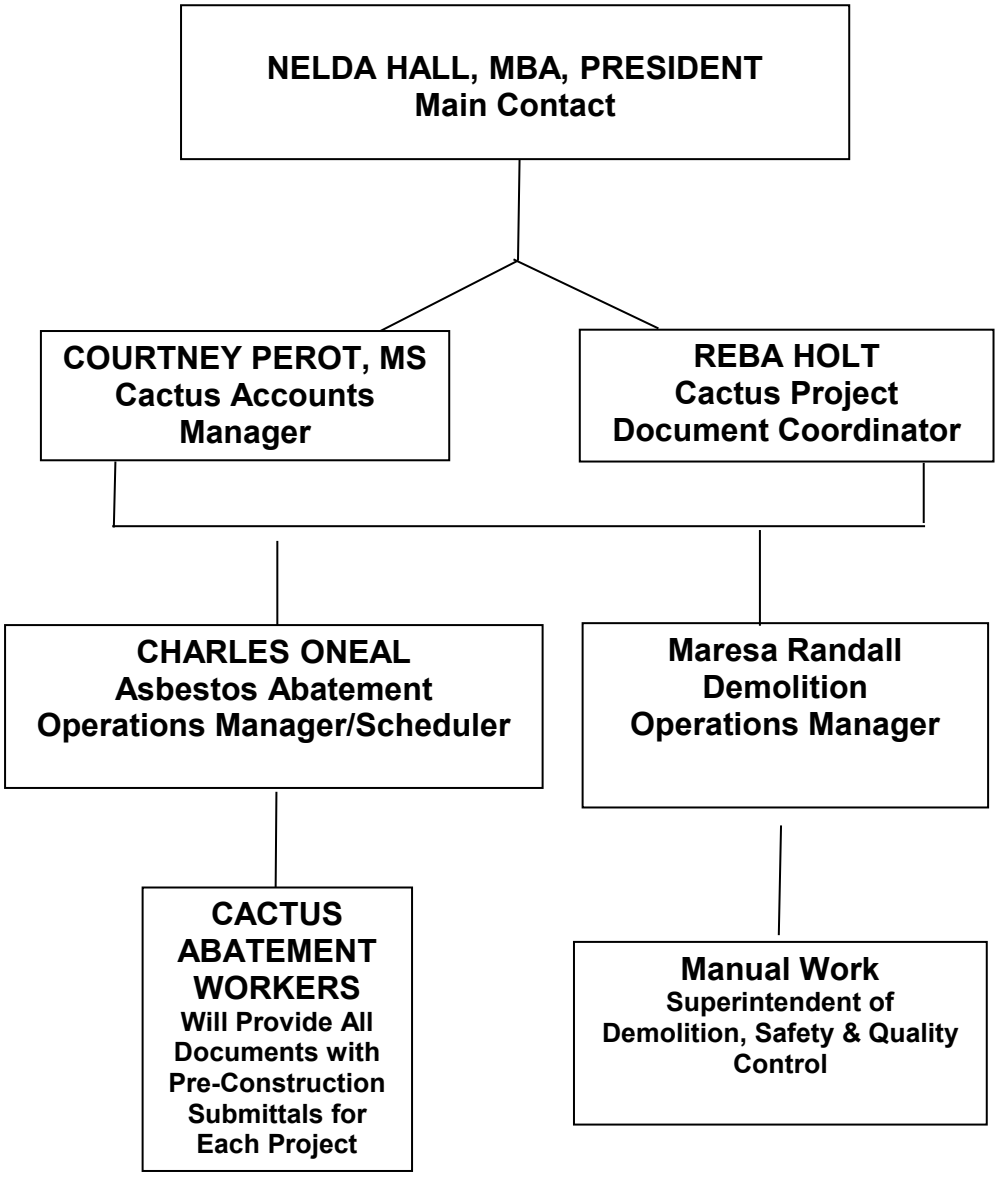
Final

NAME AND TITLE	SIGNATURE
Nelda J. Hall, President	Nelda J Hall

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

CACTUS ABATEMENT & DEMOLITION, LLC.

PROJECT ORGANIZATION CHART



NELDA J. HALL

4000 KIMBELL DRIVE, FT. WORTH, TX 76248 • PHONE (817) 201-3850
cactusabatement@att.net

SENIOR EXECUTIVE SUMMARY

Innovative, results driven, energetic leader with high standards of business ethics and integrity. Known for ability to envision and create successful outcomes in complex situations. Focused, with ability to achieve exceptional results in highly competitive environments. Track record of leadership with a tenacious commitment for excellent results through strategic skills in driving sales, profit, and market-share growth.

EDUCATION

December 2001 — The University of Tulsa — Tulsa, OK
Master of Business Administration

May 2000 — The University of Tulsa — Tulsa, OK
Bachelor of Science in Business Administration

PROFESSIONAL EXPERIENCE

9/01-Present — Cactus Abatement & Demolition, LLC /Formerly Cactus Systems, Inc. — Fort Worth, TX
President

Initiated "Start Up" construction company specializing in environmental remediation. Developed five-year strategic business plan creating a competitive advantage to grow business and quickly achieve substantial market share in the Texas environmental remediation industry. Administrative activities to operate and manage the business include:

- Contract Negotiations
- Corporate Financing
- Financials/Accounting
- Business Development
- Payroll Management
- Budgeting & Forecasting
- Customer Relations
- Bonding Procurement
- Cost Controls/Accts Payable
- Cash Flow Management
- Personnel Management
- Personnel Procurement
- Insurance Procurement
- Invoicing/AR Management
- Marketing/Trade Shows

5/89-12/01 — Hallco, Inc. — Tulsa, OK
President

Responsible for acquisitions and rehab of residential and commercial investment properties for re-sale or hold options. Increased profits 30% by designing and implementing an information technology system to accommodate 500 investment properties. Performed sale/hold analysis for income properties and supervised sub-contractors. Supervised construction crews from building new homes, to renovations and maintenance of residential and commercial rental properties. Responsible for hiring sub-contractors, purchasing supplies, meeting inspectors, and sequencing work on over 200 new homes and duplexes, and over 1000 existing apartment units.

AWARDS AND AFFILIATIONS

- Nominated for Rising Star Small Business of the Year thru Ft Worth Chamber of Commerce
- Completed Texas Department of Transportation Small Business LINC Program
- National Association of Female Executives
- Certified D/M/WBE through North Central Texas Regional Certification Agency
- Certified HUB contractor through the State of Texas
- Certified DBE through Texas Department of Transportation
- Certified HUBZone small business concern through U. S. Small Business Administration
- Member of Fort Worth Chamber of Commerce

CHARLES D. ONEAL

214-802-8859 charlieoneal@att.net

EDUCATION, TRAINING, AND LICENSES:

- OSHA 10-Hour Construction Safety and Health
- OSHA Confined Space Training
- Licensed Asbestos Abatement Supervisor (License No. 80-3617)
- Licensed Mold Remediation Contractor (License No. MRC0132)
- Licensed Lead Abatement Supervisor (License No. 2080414)

EXPERIENCE:

- Cactus Abatement & Demolition, LLC 2011 – Present
  Project Management of Asbestos Abatement for University of North Texas Health Science Center 5 year JOC contract
  Project Management of Asbestos, Lead, and Mold abatement projects for the DFW Airport Terminal Renewal & Improvement Program (TRIP) 3 year Contract for Terminals B and E
- E-Logic, Inc. 2/2000 – Present
  Operations Manager for all Asbestos, Lead and Mold programs
  Project Management of Asbestos Abatement for the 2008 Dallas ISD Bond Program presently ongoing
  Project Management of Asbestos Abatement for the 2008 Fort Worth ISD Bond Program presently ongoing
  Project Management of Asbestos Abatement for the Irving ISD 3-5 Year O & M contract presently ongoing
  Management of multiple past and present projects utilizing the Educational Purchasing Cooperative of North Texas (EPCNT) program
  Management of multiple projects of varying sizes at Love Field Airport

- 21 Years experience in contracting/project management in the asbestos/mold/lead paint related fields

Manuel Work
1213 Murray St
Jacksonville, Texas 75766
Phone: 903-521-4615

Career Summary

For twenty five years I have worked in demolition, asbestos abatement and hazardous materials industry throughout the United States. I have progressed through positions of increasing leadership and authority: Project Supervisor to co-owner of a demolition company.

Employment Experience

May 2000-Current *D.E.A.A. Corporation,* *Tyler, Texas*

- **Owner/Operator** – responsible for all commercial, industrial, and residential projects involving demolition and building separation throughout the State of Texas.

1995-2000 *Olshan Demolishing Management* *Houston, Texas*

- **Project Manager** – managed demolition/asbestos abatement projects over 5 million in value throughout the United States.

1980-1995 *NSC Corporation* *Dallas, Texas*

- **Project Superintendent** – supervised various projects involving asbestos abatement and hazardous materials throughout the United States.

Licenses and Certificates

- Texas Department of State Health Services: Asbestos Abatement Supervisor License for Texas and Oklahoma; 1980-2002
- Asbestos Contractor/Supervisor Training
- Equipment Operators Training
- Emergency Response Training
- Safety & Management Training 1980-Current

References

- William Smith, Houston, Texas 281-831-2867
- Larry Snodgrass, Tyler, Texas 903-531-5001
- Corky Mathews, Lubbock, Texas 806-470-4388

Maresa Randall
1213 Murray St
Jacksonville, Texas 75766
Phone: 903-521-4615

Career Summary

For twenty years I have worked in demolition, asbestos abatement and hazardous materials industry throughout the United States. I have progressed through positions of increasing leadership and authority: Project Coordinator to co-owner of a demolition company.

Employment Experience

May 2000-Current *D.E.A.A. Corporation,* *Tyler, Texas*

- **Owner/Operator** – responsible for all commercial, industrial, and residential projects involving demolition, building separation and estimating of all types throughout the State of Texas.

1996-2000 *Olshan Demolishing Management* *Houston, Texas*

- **Project Management** – managed demolition/asbestos abatement projects over 5 million in value throughout the United States.

1989-1995 *NSC Corporation* *Dallas, Texas*

- **Project Coordinator** – coordinated projects from start to completion, office management, document control, license monitoring and scheduling throughout the States of Texas, Colorado, Oklahoma, Missouri, Illinois and Carolinas.

Licenses and Certificates

- Texas Department of State Health Services: Asbestos Abatement Supervisor License for Texas and Oklahoma; 1984-2000
- Asbestos Contractor/Supervisor Training
- Equipment Operators Training
- Emergency Response Training
- Safety & Management Training 1989-Current

References

- Willie Smith, Houston, Texas 281-831-2867
- Chris Powers, Tyler, Texas 903-534-5001
- Charlie Oneal, Fort Worth, Texas 214-802-8859

SCOPE OF SERVICES

2.5.1 General Overview

Qualifications are being accepted by the City of Tyler for the provision of residential and commercial demolition and asbestos abatement services on an annual contract agreement. Provider will be required to provide a "turn-key" service to the City. Individual projects will be released on a Task Order basis when the City elects to proceed with each effort. Providers are being asked to present the qualifications and experience of their company and their personnel for this work.

THERE IS NO GUARANTEE OF ANY WORK UNDER THIS CONTRACT, however the types of work for which the successful Provider should be qualified to perform include the following:
Residential and commercial demolition services may be performed on the following:

- Structures exempt from the Asbestos National Emissions Standards for Hazardous Air Pollutants (NESHAP) – such as a single family residence.
- Facilities regulated under the Asbestos NESHAP that contain regulated asbestos containing material (RACM) below thresholds.
- Facilities regulated under the Asbestos NESHAP that require removal of RACM prior to building demolition.
- Facilities regulated under the Asbestos NESHAP that have been declared structurally unsound or in danger of imminent collapse.

Provider shall provide a minimum of 3 references for similar work performed within the past 18 months

Residential and commercial demolition and asbestos abatement services may be requested on a per property basis or as a group that may require phasing. Provider shall provide documentation of handling various types and sizes of projects.

Any and all asbestos related activities must be performed at a minimum in strict adherence to the Texas Asbestos Hazards and Protection Act, NESHAP, and Occupational Safety and Health Administration (OSHA) rules and regulations. If the Provider provides its own personal sampling pumps and PCM cassettes to the City's Asbestos Consultant, then the City's Consultant will perform the laboratory analysis of the PCM cassettes for OSHA monitoring.

Provider will be required to comply with all applicable Texas Pollution Discharge Elimination System (TPDES) Storm Water permits, rules and regulations.

All work performed under the contract shall be in strict adherence to all applicable Federal, State and local rules and regulations.

Each Provider must submit their qualifications for each type of work for which they are bidding or the submittal may be rejected.

Each provider including subcontractors shall NOT be listed on the Excluded Parties List System (www.epls.gov). Before proceeding on each project the provider including subcontractors will have to certify they are NOT on the EPLS.

2.5.2 Project Coordination

Prior to demolition, the contractor must obtain all permits required for each project.

In obtaining the demolition permit, the contractor will be required to abide by City of Tyler Article VI. Development Standards Division A, Landscaping and Tree Preservation Sec. 10-301-Sec. 10-307. Tree Preservation Requirements, also known as the “Tree Preservation Ordinances.” Under the preservation ordinance, no tree 6” diameter or greater will be removed without a permit (Ord. No. 0-2009-19; 3/11/09) (Ord. No. 0-2009-88; 8/26/09).

2.5.3 Site Preparation

Utilities will have been terminated to the sites. Prior to demolition, the contractor will be responsible for verifying that all utilities (i.e. natural gas, telephone, water, etc.) have been disconnected. Contractor will cut and cap all site utilities at point of connection to the site.

Contractor will be responsible for contacting applicable utility services in order to decide whether or not main lines or routes effectively traverse the project site. It will be determined with the consultation of City staff the best method to address any utility concerns involving the aforementioned utility service issues.

2.5.4 Site Work

All regulated structures will be abated of all RACM and will be demolished typically removing all slabs/foundations, utility infrastructure and grading of the parcel to properly manage storm water.

Prior to the start of abatement and demolition of any structure, each structure shall be inspected to ensure the safety of the crew.

All debris generated from the removal of RACM is to be disposed of as asbestos-containing waste.

Prior to any site disturbance, the contractor will have implemented storm water Best Management Practices (BMPs), if applicable. This may include, but not be limited to, the use of silt fencing, rock check dams, mulching, erosion control blankets, curb and inlet protection devices, sediment traps, sediment basins, and/or stabilized construction entrances and exits.

Contractor shall clean and remove all remaining furniture, household furnishings, building materials, tires, debris, trash, rubbish and any other solid waste from the premises. These materials shall be recycled, reclaimed or disposed at a facility or landfill that is approved to accept such waste.

Contractor shall maintain proper safety fencing, as needed, and also provide for adequate signage, barricades, traffic cones, and “flagmen” during the course of the project when heavy traffic will be leaving or entering the site. Temporary safety fencing to be used shall be a heavy-duty, diamond-link mesh, orange, high density polyethylene safety or security fencing that will withstand substantial weather-related stresses.

The contractor shall use applied water to the structure prior to and during the demolition process, including loading of debris so as to prevent fugitive dust emissions from leaving the project site in accordance with the provisions of NESHAP.

The Contractor is responsible for obtaining a City of Tyler – Water Department water meter if usage of water from nearby fire hydrants is anticipated.

The work area will be maintained in a manner that will control all demolition debris from becoming windblown and/or migrating from the work area during and after working hours.

The contractor shall use site material, if available, or clean fill from an approved source to fill any holes in the terrain resulting from any of the above work, and grade the entire lot, ensuring that low areas are filled to prevent the pooling of water.

For the duration of the entire project, contractor shall sweep dirt and debris from the haul routes used to ensure any sediment tracked from the site is collected and does not migrate onto City streets.

2.5.6 Time of Completion and Liquidated Damages

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the city and to fully complete the project within 25 calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of $50.00 for each consecutive calendar day thereinafter provided in the General Conditions. Should the Contractor feel this time to be insufficient, the contractor should so state in the proposal in the space provided. Construction time will be considered in the award of the contract.

2.5.7 Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulation of all authorities having jurisdiction over demolition of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full. This provision includes the requirement that a Certified Renovator firm or individual be employed to assure that lead-safe work practices are followed on any project involving a structure built prior to 1978 consistent with the EPA RRP rule and HUD's LSHR.

2.5.8 Notice to Proceed

The written Proceed Order shall be issued within 10 days from the date of this contract. The performance of the work under this Agreement shall commence within 10 days after issuance of the Proceed Order. Should the Contractor fail to commence work within the aforementioned time, then the Tyler Code Enforcement Department shall have the right to terminate the contract forthwith by giving the Contractor written notice of such termination. Such termination shall be effective as designated in said notice.

2.5.9 Assignment of Contract

The Contractor shall not assign the contract without the written consent of the City or the Tyler Code Enforcement Department. Any attempted assignment without the prior written approval of the City shall be null and void, and of no effect.

2.5.10 OSHA Requirements

The Contractor will be required to adhere to, and all mechanical equipment and construction procedures shall conform to, all of the applicable requirements of the Federal Occupational Safety and Health Act of 1970 (OSHA), which is made a part of this contract by reference.

2.5.11 Safety Standards and Accident Prevention

With respect to all work performed under this contract, Contractor shall:

a. comply with the safety standards provision of applicable laws, building and construction codes, and the requirements of Title 29 of Federal Regulations, Section 1518 as published in the "Federal Register," Volume 36, No. 75, Saturday, April 17, 1971;

b. exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

2.5.12 Rights of Structural Determination

The City of Tyler or its designee shall have the right to remove all or any structures that are determined salvageable from bid consideration or contract award. When such a determination has the effect of removing a structure(s), the contract amount shall be reduced by the bid award amount for the structure(s) which has been determined salvageable. The Contractor shall have no further interest therein and is released from performance of the portion of the contract attributable to the structure removed from the contract. The performance bond shall be recovered un-negotiated upon total contract completion. At no time will a partial refund of bid or performance bond be allowed.

2.6 LIST OF SUBCONTRACTORS

Providers shall complete the following information and submit it with the Qualifications Documents to permit the City of Tyler to more fully evaluate the submittal's quality prior to awarding the contract.

Subcontractor's Name	Subcontractor's Address	Subcontractor's Telephone No.	Subcontractor's FAX Number	Proposed Tasks on the Project
D.E.A.A. Corporation	5380 Old Bullard Rd, Suite 600-143 Tyler, TX 75703	(903) 586-5807	(903) 586-5638 (fax)	Demolition of Buildings and Site Transportation of Debris Furnish Haul Tickets

IF NECESSARY, PROVIDE MORE SHEETS TO DESCRIBE ADDITIONAL SUBCONTRACTORS.

2.7 INSURANCE CERTIFICATES

2.7.1 FOR PURPOSES OF THIS REQUEST FOR QUALIFICATIONS, PLEASE ATTACH A COPY OF YOUR CURRENT INSURANCE CERTIFICATE(S) FOLLOWING THIS PAGE AND BOUND WITHIN THE QUALIFICATIONS PACKAGE.

2.7.2 The successful Provider will be required by the contract to have insurance coverage as detailed below. Prior to commencing work, the Provider shall deliver to Tyler certificates documenting this coverage. The City may elect to have the Provider submit its entire policy for inspection. CONTRACTOR's insurance policies shall be written for not less than the following limits of liability:

(a) Insurance coverage and limits:

Provider shall provide to the City certificate(s) of insurance documenting policies of the following coverage at minimum limits that are to be in effect prior to commencement of work on the contract:

1. Commercial General Liability, including Completed Operations and Independent Contractor's Liability
   - Bodily Injury & Property Damage - $5,000,000 Each Occurrence Combined Single Limit;
   - Completed Operation/Products - $5,000,000 Each Occurrence;

2. Comprehensive Automobile Liability
   - Bodily Injury & Property Damage - $1,000,000 Each Person; $1,000,000 Each Occurrence or Combined Single Limit

   A commercial business auto policy shall provide coverage on "any auto," defined as autos owned, hired and non-owned during the course of this project.

3. Worker's Compensation
   - Employer's Liability - $500,000 Each Occurrence

4. Professional Liability
   - $1,000,000 each claim
   - $2,000,000 aggregate

   Professional Liability Insurance shall be written on a project-specific basis. The retroactive date shall be coincident with or prior to the date of this contract, and the certificate of insurance shall state that the coverage is claims-made and the retroactive date. The insurance coverage shall be maintained for the duration of this contract and for five (5) years following completion of the contract (Tail Coverage). An annual certificate of

insurance shall be submitted to the City for each year following completion of this contract.

5. Environmental Impairment Liability and/or Pollution Liability
   - $2,000,000 per occurrence.

   EIL coverage(s) must be included in policies listed in items 1 and 4 above; or, such insurance shall be provided under a separate policy or policies. Liability for damage occurring while loading, unloading and transporting materials collected under the contract project shall be included under the Automobile Liability insurance or other policy(s).

6. Asbestos Abatement Insurance - $2,000,000 each occurrence with no Sunset Clause.

(b) Certificates of insurance evidencing that the Provider has obtained all required insurance shall be delivered to the City prior to Provider proceeding with the contract.

1. Applicable policies shall be endorsed to name the City an Additional Insured thereon, as its interests may appear. The term City shall include its employees, officers, officials, agents, and volunteers as respects the contracted services.

2. Certificate(s) of insurance shall document that insurance coverage specified according to items in section (a) above are provided under applicable policies documented thereon.

3. Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirements.

4. A minimum of thirty (30) days' notice of cancellation or material change in coverage shall be provided to the City. A ten (10) day's notice shall be acceptable in the event of non-payment of premium. Such terms shall be endorsed onto the Provider's insurance policies. Notice shall be sent to Chris Lennon, City of Tyler – Code Enforcement, 411 W. Martin Luther King Jr. Blvd., Tyler, Texas 75702

5. Insurers for all policies must be authorized to do business in the state of Texas or otherwise approved by the City, and such insurers must be acceptable to the City in terms of their financial strength and solvency.

6. Deductible limits, or self-insured retentions, affecting insurance required herein are subject to approval by the City in its sole discretion; and, in lieu of traditional insurance, any alternative coverage maintained

through insurance pools or risk retention groups may also be acceptable to the City, subject to City approval in its sole discretion.

7. Applicable policies shall each be endorsed with a waiver of subrogation in favor of the City as respects the contract.

8. The City shall be entitled, upon its request and without incurring expense, to review the Provider's insurance policies including endorsements thereto and, at the City's discretion, the Provider may be required to provide proof of insurance premium payments.

9. The City shall not be responsible for the direct payment of any insurance premiums required by the contract. It is understood that insurance cost is an allowable component of the Provider's overhead.

10. All insurance required in section (a) above, except for the Professional Liability insurance policy, shall be written on an occurrence basis in order to be approved by the City.

11. Subcontractors to the Provider shall be required by the Provider to maintain the same or reasonably equivalent insurance coverage as required for the Provider. When subcontractors maintain insurance coverage, Provider shall provide City with documentation thereof on a certificate of insurance. Notwithstanding anything to the contrary contained herein, in the event a subcontractor's insurance coverage is canceled or terminated, such cancellation or termination shall not constitute a breach by Provider of the contract.

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CACTUS GL WILL BE INCREASED TO 5 MILLION

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

THE WYATT AGENCY
1300 11TH STREET
SUITE 305-E
HUNTSVILLE, TX 77340

CONTACT NAME: SHAWN WYATT
PHONE (A/C, No, Ext): 936-291-3074 FAX (A/C, No): 936-291-1217
E-MAIL ADDRESS: ARGO1@SBCGLOBAL.NET

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ADMIRAL INS. CO	
INSURER B: PROGRESSIVE COUNTY MUTUAL INS. CO.	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

CACTUS ABATEMENT & DEMOLITION LLC
211 JAMES STREET
ROANOKE, TX 76262

COVERAGES **CERTIFICATE NUMBER:** 100297 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	FEI-ECC-27935-04	10/14/24	10/14/25	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X ASBESTOS/MOLD						MED EXP (Any one person)	$ 5,000
	X POLLUTION LIABILITY						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	X	X	03907720	7/29/24	7/29/25	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	X	X	FEI-EXS-28745-04	10/14/24	10/14/25	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED (EXCEPT WORKERS COMP), IF REQUIRED BY WRITTEN CONTRACT, PER POLICY BLANKET ENDORSEMENTS. BLANKET WAIVER OF SUBROGATION APPLIES TO CERTIFICATE HOLDER AND ANY OTHER ENTITY, IF REQUIRED BY WRITTEN CONTRACT, PER BLANKET POLICY ENDORSEMENTS. COVERAGE IS PRIMARY AND NON-CONTRIBUTORY.

CERTIFICATE HOLDER

CITY OF TYLER
900 W. GENTRY PARKWAY
TYLER, TX 75702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ESI Insurance, LLC 12211 Huebner Road San Antonio, TX 78230	CONTACT NAME: Corey Hookstra PHONE (A/C, No, Ext): 210-745-1171 FAX (A/C, No): 210-495-1244 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:
INSURED Cactus Abatement & Demolition, LLC 211 James St. Roanoke, TX 76262	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Texas Mutual Insurance Company — 22945 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	☐ HIRED AUTOS							$
	☐ NON-OWNED AUTOS							$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DEDUCTIBLE							$
	☐ RETENTION $							$
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	N / A		0001262712	12/30/2024	12/30/2025	X WC STATU-TORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Blanket Waiver

Endorsements: 30 days written cancel notice (10 days for non payment of premium)

CERTIFICATE HOLDER

City of Tyler
P.O. Box 2039
Tyler, Texas 75710

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Corey Hookstra

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TexasMutual®
WORKERS' COMPENSATION INSURANCE

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B
Agent copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS
3. Premium:
   The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 12/30/24 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0001262712 of Texas Mutual Insurance Company effective on 12/30/24

Issued to: CACTUS ABATEMENT & DEMOLITION INC

Jeanette Ward

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

12/20/24

PO Box 12058, Austin, TX 78711-2058
texasmutual.com | (800) 859-5995 | Fax (800) 359-0650

TexasMutual®
WORKERS' COMPENSATION INSURANCE

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 06 01
Agent copy

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Number of days advance notice:	30
2. Notice will be mailed to:	PER LIST ON FILE

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 12/30/24 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0001262712 of Texas Mutual Insurance Company effective on 12/30/24

Issued to: CACTUS ABATEMENT & DEMOLITION INC

Jeanette Ward

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

12/20/24

PO Box 12058, Austin, TX 78711-2058
texasmutual.com | (800) 859-5995 | Fax (800) 359-0650

2.8 PROVIDER'S LICENSES & CERTIFICATES

Provider shall procure all permits and licenses, pay all charges, costs, and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

Provider should provide a copy of the appropriate certifications, registrations, and licenses and related certificates (including Subcontractors) with their submittal including but not limited to:

- DSHS Abatement Contractor License;
- DSHS Abatement Supervisor;
- DSHS Asbestos Transporter License;
- TCEQ Asbestos Landfill; and
- NESHAP Trained Individual.

DSHS Abatement Worker Licenses do not need to be included within this RFQ.

ATTACH COPIES OF CURRENT APPLICABLE LICENSES AND CERTIFICATES FOLLOWING THIS PAGE AND BOUND WITHIN THE QUALIFICATIONS PACKAGE

Texas Department of State Health Services

CACTUS ABATEMENT & DEMOLITION LLC

is certified to perform as an

Asbestos Abatement Contractor

in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1954 and Title 12, Texas Administrative Code, Chapter 295 relating to Texas Asbestos Health Protection, as long as this license is not suspended or revoked.

License Number: 800982

Expiration Date: 05/10/2027

Jennifer Shuford, MD, MPH,
Commissioner of Health

Control Number: 97419

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE

SEE BACK

Texas Department of State Health Services

BE IT KNOWN THAT

CACTUS ABATEMENT & DEMOLITION LLC

is certified to perform as a

Lead Firm

in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1955 and Title 25, Texas Administrative Code, Chapter 295 relating to Texas Environmental Lead Reduction, as long as this license is not suspended or revoked.

Certification Number: 2110576

Expiration Date: 03/06/2026

Jennifer Shuford, MD,
MPH, Commissioner of Health

Control Number: 7534

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE

SEE BACK

TEXAS DEPARTMENT OF LICENSING AND REGULATION
P.O. Box 12157
Austin, Texas 78711-2157
1-800-803-9202 (512) 463-6599
www.tdlr.texas.gov

If you cut around the border of the license it will fit in a standard 5" x 7" frame.

45240731000970101

11856329-RCO1335

NELDA HALL
211 JAMES ST
ROANOKE TX 76262-6100

Rick Figueroa
Chair

Thomas F. Butler
Vice Chair

Gerald R. Callas, M.D., F.A.S.A.
Nora Castañeda
Sujeeth Draksharam
Lori High, R.N., N.P., Retired
Gary F. Wesson, D.D.S., M.S.

Mold Remediation Company

CACTUS ABATEMENT & DEMOLITION, LLC

211 JAMES ST ROANOKE

NELDA HALL

License Number: RCO1335

The entity named above is licensed by the Texas Department of Licensing and Regulation.

License Expires: April 02, 2026

Brian E. Francis
Interim Executive Director

GEBCO Associates certifies that

Charles D. Oneal

25133 1652



has successfully completed the Texas Department of State Health Services approved course entitled:

ASBESTOS CONTRACTOR/SUPERVISOR REFRESHER

Date of Issue: 05/19/2025 Certificate No: 25133

Certificate expires one year from date of issue.

Course schedule anytime @ www.gebco.org

GEBCO Associates, LP

815 Trailwood Dr, Suite 200
Hurst, TX 76053

Phone: 817-268-4006
Fax: Fax: 817-282-9886

GEBCO ASSOCIATES

certifies that

Charles D. Oneal

has successfully completed and passed the exam given on the final day for the Environmental Training Program entitled

Asbestos Contractor/Supervisor Refresher

Conducted at Hurst, Texas on May 19, 2025

This is an EPA fully approved course for purpose of accreditation under Section 206 of TSCA, Title II. It covers topics listed in the NESHAP training requirement of 40 CFR, Part 61, Subpart M.

GEBCO

Owner

Instructor: Joseph Londt

Date of Issue: 05/19/2025

Certificate Number: 25133 1652

Exam Date: 05/19/2025

Certificate Expires: 05/19/2026

GEBCO's Training Programs are provided in cooperation with federal and state regulatory agencies, and fulfill all applicable requirements for accreditation. GEBCO is licensed for Asbestos Training under the Texas Asbestos Health Protection Rules.

GEBCO Associates, LP * 815 Trailwood Dr, Suite 200 * Hurst, TX 76053 * (817)268-4006


TEXAS
Health and Human Services
Texas Department of State Health Services
Asbestos Abatement Supervisor
CHARLES D ONEAL
License Number: 803617
Control Number: 101940
Expiration Date: 17-Jun-2027

TEXAS Health and Human Services | Texas Department of State Health Services

Physician's Written Statement - Medical Surveillance for Asbestos Exposure

Environmental & Sanitation Unit • 800-572-5548 or 512-834-6600 • Asbestos.reg@dshs.texas.gov

Charles D. Oneal	07/20/1968		532-80-1652
Applicant Name (First, M.I., Last	Date of Birth		Social Security Number
478 County Road 3597	Boyd	TX 76023	(214) 802-8859
Street Address	City	State	Telephone Number

I saw the above-named individual on 11/26/2024 and I completed the following.
(Must be filled-in by Physician or clinic.)

- Completed and reviewed the standardized medical questionnaire. Reviewed work history. I put special emphasis on the pulmonary, cardiovascular, and gastrointestinal systems. Followed guidelines in part 1 and 2 of Appendix D in 29 CFR 1926.1101.
- If employed, I reviewed the employer provided description of this employee's duties as they relate to the employee's exposure. I reviewed employee's job duties for:
    - anticipated exposure level
    - personal protective equipment the employee must use, and
    - employee's previous medical information
- A physical examination with emphasis upon the pulmonary and gastrointestinal systems.
- The pulmonary function tests of forced vital capacity (FVC) and forced expiratory volume at one second (FEV 1) in accordance with NIOSH and ATS standards.
- A chest x-ray: 14- by 17–inch, other reasonably-sized standard film, or digital posterior-anterior chest X–ray classified in accordance with 29 CFR 1926.1101, Appendix E was required and performed. **YES** ✔ **or NO** _____.

  ***NOTE: According to 29 CFR 1926.1101(m)(2)(ii)(C), the requirement for a chest x-ray is at the physician's discretion.**
- Informed the employee of the results of the exam. Educated the employee about medical conditions that may result from asbestos exposure including the increased risk of lung cancer attributable to the combined effect of smoking and asbestos exposure.

Unless otherwise noted below, this evaluation indicates I determined no medical conditions were detected that would place the employee at an increased risk of material health impairment from exposure to asbestos. I recommended to the employee there are no limitations concerning the use of personal protective equipment or respirators. By signing this form, I acknowledge I performed the examination in accordance with either 29 CFR 1926.1101 or 40 CFR 763.122(a), as required.

Comments or limitations, if any

CXR no acute pathology, Sent for overread.

PFT within normal limits. Denies medications, surgery recently, hernia, smoking, EtOH. Well Adult Exam.

[signature]	Donald Ferguson, MD		11/26/2024
Physician's Signature	Physician's Printed Name		Date
3141 Irving Blvd., Ste 220	Dallas	TX 75247	(214) 630-1144
Street Address	City	State	Telephone Number

PRIVACY NOTIFICATION / NOTIFICACIÓN SOBRE PRIVACIDAD

With few exceptions, you have the right to request and be informed about information that the State of Texas collects about you. You are entitled to receive and review the information upon request. You also have the right to ask the state agency to correct any information that is determined to be incorrect. See http://www.dshs.texas.gov/ for more information on Privacy Notification. (Reference: Governor Code, Section 552.021, 552.023, 559.003 and 559.004)

Tan solo por unas cuantas excepciones, usted tiene el derecho de solicitor y de ser informado sobre la información que el Estado de Texas reúne sobre usted. A usted se le debe conceder el derecho de recibir y revisar la información al requerirla. Usted también tiene el derecho de pedir que la agencia estatal corrija cualquier información que se ha determinado sea incorrecta. Diríjase a http://www.dshs.texas.gov/ para más información sobre la Notificación sobre privacidad. (Referencia: *Government Code*, sección 552.021, 552.023, 559.003 y 559.004.)

Texas Department of State Health Services

CACTUS ABATEMENT & DEMOLITION LLC

is certified to perform as an

Asbestos Transporter

in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1954 and Title 12, Texas Administrative Code, Chapter 295 relating to Texas Asbestos Health Protection, as long as this license is not suspended or revoked.

License Number: 400456

Expiration Date: 09/14/2025

Jennifer Shuford, MD, MPH,
Commissioner of Health

Control Number: 97107

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE

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Docusign Envelope ID: DF997D60-C60D-4F20-9BDD-336D26FEC2CB

Express Waste Profile

Disposal Facility: Greenwood Farms Landfill

Waste Profile #:

Sales Rep #:

I. Generator Information

Generator Name: Cactus Abatement & Demolition, LLC

Generator Site Address: 1005 W. Morris Street

City: Tyler County: Smith State: TX Zip: 75702

State ID/Reg No: N/A State Approval/Waste Code: N/A NAICS:

Generator Mailing Address: 211 James Street

City: Roanoke County: Denton State: TX Zip: 76262

Generator Contact Name: Nelda Hall Email: office@cactusabatement.net

Phone Number: 817-491-4791 Ext: Fax Number: 817-491-4793

II. Billing Information

Bill To: Cactus Abatement & Demolition, LLC Contact Name: Nelda Hall

Billing Address: 211 James Street Email: office@cactusabatement.net

City: Roanoke State: TX Zip: 76262 Phone: 817-491-4791

III. Waste Stream Information

Name of Waste:

- ☐ **Weathered Wood**
- ☐ **RCRA Empty Containers**
- ☐ **Treated Medical Waste**
- ☐ **Animal Carcass (non-infectious)**
- ☐ **Friable Asbestos**
- ☑ **Nonfriable Asbestos**
- ☐ **Tires**
- ☐ **Meth Contaminated Debris**

Has a sample of this waste been taken? ☐ **Yes** ☑ **No**

Process Generating Waste: Demolition of building

Method of Shipment: Bagged Complete if "other":

Frequency: One Time

Estimated Annual Volume: 20 Volume Type: Cubic Yards

Color: Black () Odor: none

ffe5e7f7-08a8-4748-865d-7ca6d432b855

Docusign Envelope ID: DF997D60-C60D-4F20-9BDD-336D26FEC2CB

Express Waste Profile

VI. Certification

I hereby certify that I have knowledge about the waste material being offered for disposal ("Waste") and have the requisite authority to bind the Generator to the information contained in this Special Waste Profile ("Profile"). I further certify that to the best of my knowledge and belief, the information contained herein is a true, complete and accurate description of the Waste and all known or suspected hazards have been disclosed. All Analytical Results/ Safety Data Sheets submitted are truthful and complete and are representative of the Waste.

I further certify that by utilizing this Profile, neither myself nor any other employee or representative of the company identified below ("Company") will deliver for disposal or attempt to deliver for disposal any Waste that: (i) is classified as toxic waste, hazardous waste or infectious waste; (ii) that does not conform to this Profile; or (iii) that this Disposal Facility is prohibiting from accepting by law. I shall immediately give written notice of any change or condition pertaining to the Waste not provided herein. Our Company hereby agrees to fully indemnify this Disposal Facility against any damages resulting from this Profile or Certification being inaccurate or untrue.

I understand that by attaching an electronic signature, I am signing this document and Company consents to complete this transaction and receive all related communications electronically, and agrees this document will be binding as though it had been physically signed. A printout of this Profile may be accepted with the same authority as the original.

Nelda Hall	President	Cactus Abatement and Demolition LLC
Authorized Representative Name (Printed)	Title (Printed)	Company Name
Signed by: Nelda Hall 0F13086DBE664B4...		Feb 11, 2025
Authorized Representative Signature		Date

ffe5e7f7-08a8-4748-865d-7ca6d432b855

ERI Consulting, Inc.

Awards this Certificate to

Manuel Work

SSN: 462-27-4204

for the attendance and satisfactory completion of the

NESHAP Competent Person Training

in general accordance with
EPA 40 CFR Part 61, §61.145, (c), (8)

February 2, 2017 (Exp. Feb. 2, 2019)
Course Completion Date

ERI

Instructor, Christopher L. Power
TDSHS Licensed Asbestos Consultant #10-5566

ERI Consulting, Inc.
2026 Republic Drive Suite A
Tyler, Texas 75701
Phone: 903-534-5001

2.9 PROVIDER'S LEGAL AND COMPLIANCE HISTORY

Provider's legal and compliance history is a critical component of this Request for Qualifications. Read this section with care and respond accordingly. Failure of the Provider to provide all the information requested and to certify the report, will result in the Provider's submittal being declared non-responsive.

Provider shall attach a written report of legal action brought against Provider, Provider's officers, Provider's employees, AND Provider's proposed subcontractors relating to the protection of the environment. The terms “legal action” and “relating to the protection of the environment” are defined below.

The report shall include all legal action brought within **5 years of the closing date of this Request for Qualifications**. The report shall detail the substance, status, and outcome of such legal action. This includes without limitation the names of the agency and/or persons bringing the action, all relevant dates, and all fines, judgments, and/or settlements. Include the following information for each case at a minimum:

- Style of Case (X vs. Y)
- Cause Number
- Court
- Date of Disposition
- Settlement Information (as appropriate)
- Names / Addresses of all parties named
- Counsel List and phone numbers
- Judgment and Order of Judgment

"LEGAL ACTION" means: ANY enforcement action by the United States Environmental Protection Agency, the Occupational Safety and Health Administration, any other federal agency, the Texas Commission on Environmental Quality (including its predecessor agency the Texas Natural Resource Conservation Commission), the Texas Department of State Health Services (including its predecessor agency the Texas Department of Health), and any other state agency, commission or department, whether in Texas or elsewhere, when such enforcement action is a result of violations, real or alleged, of any laws, licenses, permits, judicial orders, or administrative orders, relating to the protection of the environment. In this context, enforcement action shall include without limitation, written warnings, notices of violation, consent orders or agreements, compliance orders, administrative hearings, civil litigation and criminal prosecution. Legal action also means any civil litigation brought by any person relating to the protection of the environment.

"RELATING TO THE PROTECTION OF THE ENVIRONMENT" means: requirements pertaining to the manufacture, processing, distribution, use, handling, storage, transportation, reporting, records keeping, permitting, licensing, treatment, disposal, emission, discharge, spill, release, or threatened release of hazardous materials, hazardous substances, hazardous wastes, toxic substances, petroleum, industrial waste, solid waste, pollutants or contaminants into or onto the air, surface water, drinking water, groundwater, storm water, publicly owned treatment works, or land.

THE REPORT SHALL BE SIGNED AND CERTIFIED by an authorized representative of the Provider, using the form on the following page. The top portion of the form is to be completed if a report of legal action is attached. The bottom portion of the form is to be completed if Provider has no legal action to report. **Make certain that the appropriate portion of the form is filled out and signed.**

AN AUTHORIZED REPRESENTATIVE OF THE PROVIDER shall mean:

(1) if the Provider is a corporation: the president, secretary, or treasurer, or a vice president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation;

(2) if the Provider is a partnership, a general partner; and

(3) if the Provider is a sole proprietorship, the sole proprietor.

INCLUDE A COPY OF THE REPORT OF LEGAL ACTION FOLLOWING THE CERTIFICATION PAGE AND BOUND WITHIN THE QUALIFICATIONS PACKAGE

Certification of Provider's Legal and Compliance History

Complete ONE of the Following Certifications:

Certification of Legal Action Report

I certify under penalty of law that the attached Legal Action Report detailing Provider's, Provider's officers, Provider's employees, and Provider's proposed subcontractors legal and compliance history relating to the protection of the environment was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

PROVIDER:

_____ BY:_____

Company Name (print or type name of signatory)

_____ _____

(Signature) Title (print or type)

_____

Date

Certification of NO Legal Action

I certify under penalty of law that the legal and compliance history of Provider, Provider's officers, Provider's employees, and Provider's proposed subcontractors was researched under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, I hereby certify that no legal action relating to the protection of the environment was brought against Provider, Provider's officers, Provider's employees, or Provider's proposed subcontractors within the preceding five years. To the best of my knowledge and belief, this statement is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

PROVIDER:

Cactus Abatement & Demolition LLC BY: Nelda J Hall

Company Name (print or type name of signatory)

Nelda J Hall President

(Signature) Title (print or type)

June 30, 2025

Date

3.0 Sample Documents

Property Address _____ **Parcel #** _____

Item	Type	Description	Est. Quantity	Unit	Unit Price	Total
1.1	**RESIDENTIAL**	WOOD FRAME PROPERTY		SQFT	$ -	$ -
		MULTI LEVEL		SQFT	$ -	$ -
		MASONARY/BRICK PROPERTY		SQFT	$ -	$ -
		MULTI LEVEL		SQFT	$ -	$ -
	COMMERCIAL	METAL		SQFT	$ -	$ -
		MULTI LEVEL		SQFT	$ -	$ -
		MASONARY/BRICK		SQFT	$ -	$ -
		MULTI LEVEL		SQFT	$ -	$ -
	RES/COMM	DETACHED METAL GARAGE		SQFT	$ -	$ -
		DETACHED WOOD FRAME GARAGE		SQFT	$ -	$ -
1.2	**SWIMMING POOLS**				$ -	$ -
	20' X 30'	CONCRETE INGROUND(SPAS, JACUZ)		SQFT	$ -	$ -
	10'X 20'	VINYL/PLASTIC SIDED IN GROUND		SQFT	$ -	$ -
	10'X20'	VINYL/PLASTIC SIDED ABOVE GROUND		SQFT	$ -	$ -
1.3	CONCRETE AND ASPHALT REMOVAL, FOUNDATIONS, DRIVEWAY, SIDEWALKS, PATIO, PORCHES, ETC.			SQFT	$ -	$ -
1.4	MISC DEBRIS REMOVAL, (i.e. TRASH, CONSTRUCTION, DEMOLITION MATERIALS, SHRUBS, ETC.)			CUYD	$ -	$ -
1.5	MISC ITEMS, METAL OR WOOD STORAGE BUILDING			SQFT	$ -	$ -
1.6	MISC. ITEMS WOOD OR METAL FENCE, ETC			LFT	$ -	$ -
1.7	MOWING			SQYD	$ -	$ -
1.8	MOBILIZATION FEE			EACH	$ -	$ -
1.9	FILL IN WATER WELLS WITH OR WITHOUT CASING			LFT	$ -	$ -
1.1	PUMP OUT SEPTIC TANKS			GAL	$ -	$ -
1.11	SIGNAGE, COMMERCIAL ADVERTISING, ETC			SQFT	$ -	$ -
1.12	FILL DIRT			CUYD	$ -	$ -
1.13	GRASS SOD			SQYD	$ -	$ -
1.14	GRASS SEED AND MULCH			SQYD	$ -	$ -
1.15	SPECIAL SITE PROTECTION NEEDS (fencing, silt screen, barricades, etc.)			LFT	$ -	$ -
1.16	**HAZARDOUS MATERIALS**				$ -	$ -
		PAINT		GAL	$ -	$ -
		TIRES		EACH	$ -	$ -
		OIL		GAL	$ -	$ -
						$ -
		TOTAL FOR THIS PROPERTY				$ -

Cactus Abatement & Demolition, LLC
Bid Proposal for City of Tyler
Bid #: 25-044

Prperty Address _____ **Parcel #** _____

Item	Type	Description	Est. Quantity	Unit	Unit Price	Total
1.1	**RESIDENTIAL**	WOOD FRAME PROPERTY		SQFT	$ 4.45	$ -
		MULTI LEVEL		SQFT	$ 4.50	$ -
		MASONARY/BRICK PROPERTY		SQFT	$ 4.50	$ -
		MULTI LEVEL		SQFT	$ 4.60	$ -
	COMMERCIAL	METAL		SQFT	$ 4.35	$ -
		MULTI LEVEL		SQFT	$ 4.40	$ -
		MASONARY/BRICK		SQFT	$ 4.50	$ -
		MULTI LEVEL		SQFT	$ 4.50	$ -
	RES/COMM	DETACHED METAL GARAGE		SQFT	$ 4.35	$ -
		DETACHED WOOD FRAME GARAGE		SQFT	$ 4.30	$ -
1.2	**SWIMMING POOLS**					$ -
	20' X 30'	CONCRETE INGROUND(SPAS, JACUZ)		SQFT		$ -
	10'X 20'	VINYL/PLASTIC SIDED IN GROUND		SQFT		$ -
	10'X20'	VINYL/PLASTIC SIDED ABOVE GROUND		SQFT		$ -
1.3	CONCRETE AND ASPHALT REMOVAL, FOUNDATIONS, DRIVEWAY, SIDEWALKS, PATIO, PORCHES, ETC.			SQFT	$ 2.00	$ -
1.4	MISC DEBRIS REMOVAL, (i.e. TRASH, CONSTRUCTION, DEMOLITION MATERIALS, SHRUBS, ETC.)			CUYD	$ 50.00	$ -
1.5	MISC ITEMS, METAL OR WOOD STORAGE BUILDING			SQFT	$ 4.30	$ -
1.6	MISC. ITEMS WOOD OR METAL FENCE, ETC			LFT	$ 4.00	$ -
1.7	MOWING			SQYD		$ -
1.8	MOBILIZATION FEE			EACH	$ 850.00	$ -
1.9	FILL IN WATER WELLS WITH OR WITHOUT CASING			LFT	$ 78.00	$ -
1.1	PUMP OUT SEPTIC TANKS			GAL	$ 4.00	$ -
1.11	SIGNAGE, COMMERCIAL ADVERTISING, ETC			SQFT	$ 23.00	$ -
1.12	FILL DIRT			CUYD	$ 19.00	$ -
1.13	GRASS SOD			SQYD		$ -
1.14	GRASS SEED AND MULCH			SQYD		$ -
1.15	SPECIAL SITE PROTECTION NEEDS (fencing, silt screen, barracades, etc.)			LFT	$ 6.75	$ -
1.16	**HAZARDOUS MATERIALS**					$ -
		PAINT		GAL		$ -
		TIRES		EACH		$ -
		OIL		GAL		$ -
						$ -
		TOTAL FOR THIS PROPERTY				$ -

Nicola J Hall

Demolition Bid Proposal

R&S Demolition & Construction, LLC.
4064 S. Broadway Avenue Suite 102
Tyler, Texas 75701
Phone: (903) 504-4123

Email: rsdemolition903@gmail.com

Date: July 7, 2025
Bid Proposal No.: 25-044
Project Title: City-Wide Commercial and Residential Demolition Services Annual Contract

To:
City of Tyler Purchasing Department
304 North Border
Tyler, TX 75702

Attn: Sherry Pettit

1. Company Overview

R&S Demolition & Construction, LLC. is pleased to submit this bid in response to the City of Tyler's Request for Proposal #25-044. We are a qualified demolition contractor with extensive experience performing both residential and commercial demolitions throughout East Texas. Our team is fully licensed, insured, and compliant with all federal, state, and local regulations including OSHA, TCEQ, and NESHAP.

We are committed to safety, environmental compliance, timely completion, and cost-effective solutions.

2. Unit Pricing Table

Item Type	Unit	Unit Price
Residential Wood Frame	SQFT	$3.75
Residential Masonry	SQFT	$4.50
Commercial Metal	SQFT	$5.00
Detached Garage (Wood/Metal)	SQFT	$2.25

Swimming Pool (Concrete)	SQFT	$6.50
Concrete/Asphalt Removal	SQFT	$1.85
Debris Removal	CUYD	$35.00
Fence Removal	LFT	$2.75
Mowing	SQYD	$0.12
Mobilization Fee	Each	$350.00
Well Fill	LFT	$8.50
Septic Pump-Out	GAL	$0.75
Signage Removal	SQFT	$1.50
Fill Dirt	CUYD	$18.00
Grass Sod	SQYD	$1.80
Grass Seed & Mulch	SQYD	$0.95
Special Site Protection	LFT	$3.50
Paint Disposal	GAL	$4.00
Tires	Each	$6.00
Oil Disposal	GAL	$3.00

3. Delivery & Completion

We commit to the following:
- Response to Cost Estimate: Within 3 business days
- Project Start: Within 14 calendar days after approval
- Project Completion: Within 25 calendar days of notice to proceed
- Liquidated Damages: Acknowledged at $50.00 per day past deadline

4. Attachments Included

- Qualifications Document Checklist
- Acknowledgment of Addenda
- MBE Participation Form
- Statement of Qualifications
- Subcontractor List
- Insurance Certificate
- Licenses & Certificates

- Legal and Compliance History (No violations to report)
- Cost Proposal Sheet

5. Certification

I hereby certify that R&S Demolition & Construction, LLC. has not participated in any collusion or price fixing and that all information provided is true and accurate.

Authorized Representative:
Name: Rockey Horton
Title: Owner/Partner
Signature: Rockey Horton
Date: July 7, 2025

Appendix A: Proof of Insurance

The following page contains the Certificate of Insurance for R&S Demolition & Construction as required by the City of Tyler Request for Proposal #25-044.

2.0 QUALIFICATIONS DOCUMENTS

2.1 QUALIFICATIONS DOCUMENT CHECKLIST

All Qualifications Documents, including this Checklist, must be completed in full and submitted in a sealed envelope, in the requested order, or the Qualifications Package may be considered as a non-responsive submittal.

	Qualifications Documents	Initial if Included
1.	QUALIFICATIONS DOCUMENT CHECK LIST	RH
2.	ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA	RH
3.	BUSINESS DIVERSITY ENTERPRISES	N/A
4.	QUALIFICATIONS SUMMARY	RH
5.	QUALIFICATIONS OF PROVIDER	—
6.	LIST OF SUBCONTRACTORS	—
7.	INSURANCE CERTIFICATES	RH
8.	PROVIDER'S LICENSES & CERTIFICATES	—
9.	PROVIDER'S LEGAL & COMPLIANCE HISTORY	RH

I understand that failure to submit all of these items may cause my submittal to be considered non-responsive.

Name Rockey Horton

Title owner/Managing Partner

Company R & S Demolition & Construction, LLC

2.2 ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

2.2.1 Check if applicable ✓

The undersigned acknowledges the receipt of the following addendum (a) to the Request for Qualifications, and has attached all addenda following this page. (Add lines if necessary).

✓ Addendum Number 1 7-7-25
(Date received)

___ Addendum Number 2 _____
(Date received)

___ Addendum Number 3 _____
(Date received)

___ Addendum Number 4 _____
(Date received)

2.2.2 Check if applicable ✓

The undersigned acknowledges the receipt of no addenda to the Request for Qualifications.

PROVIDER:

R&B Demolition & Construction — Rockey Horton
Company Name — (print or type name of signatory)

4064 S. Broadway Ave Ste 102 — Rockey Hoxton
Address — (Signature)

Tyler, TX 75701 — owner/Managing Partner
City, State, Zip — Title (print or type)

2.3 MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION

The City of Tyler gives additional consideration to Minority/Women Business Enterprises. All proposers shall note that it is the policy of the City to ensure the full and equitable participation of Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) in the procurement of services. This Request for Proposal consists of a MBE goal.

2.4 QUALIFICATIONS SUMMARY

TO THE CITY OF TYLER:

The undersigned hereby proposes to furnish the equipment, labor, materials, superintendence, and any other items or services necessary to perform the required demolition services as instructed by the City. All work will be outlined in a Task Order issued by the City to the Provider for each required task. The Scope of Services is outlined on the following pages of the Qualifications Documents.

Provider acknowledges the need to respond to a Cost Estimate within 3 business days and be prepared to begin work no later than 14 calendar days from Cost Estimate submittal.

All Qualifications Documents have been submitted in one sealed package.

✓ Addenda to the Request for Qualifications have been received as acknowledged in Section 2.2.

This Qualifications Summary and the accompanying Qualifications Documents are intended to be complete and will remain valid for ninety (90) days from the date of submittal.

PROVIDER:

R & S Demolition + Construction — (Company Name)
Rochey Horton — (Print or type name of signatory)
4064 S. Broadway Ave. Ste 102 — (Address)
Rochey Horton — (Signature)
Tyler TX 75701 — (City, State, Zip)
Owner/Managing Agent — Title (print or type)
903-504-4123 — Phone)
N/A — (FAX)

2.7 INSURANCE CERTIFICATES

2.7.1 FOR PURPOSES OF THIS REQUEST FOR QUALIFICATIONS, PLEASE ATTACH A COPY OF YOUR CURRENT INSURANCE CERTIFICATE(S) FOLLOWING THIS PAGE AND BOUND WITHIN THE QUALIFICATIONS PACKAGE.

2.7.2 The successful Provider will be required by the contract to have insurance coverage as detailed below. Prior to commencing work, the Provider shall deliver to Tyler certificates documenting this coverage. The City may elect to have the Provider submit its entire policy for inspection. CONTRACTOR's insurance policies shall be written for not less than the following limits of liability:

(a) Insurance coverage and limits:

Provider shall provide to the City certificate(s) of insurance documenting policies of the following coverage at minimum limits that are to be in effect prior to commencement of work on the contract:

1. Commercial General Liability, including Completed Operations and Independent Contractor's Liability
   - Bodily Injury & Property Damage - $5,000,000 Each Occurrence Combined Single Limit;
   - Completed Operation/Products - $5,000,000 Each Occurrence;

2. Comprehensive Automobile Liability
   - Bodily Injury & Property Damage - $1,000,000 Each Person; $1,000,000 Each Occurrence or Combined Single Limit

   A commercial business auto policy shall provide coverage on "any auto," defined as autos owned, hired and non-owned during the course of this project.

3. Worker's Compensation
   - Employer's Liability - $500,000 Each Occurrence

4. Professional Liability
   - $1,000,000 each claim
   - $2,000,000 aggregate

   Professional Liability Insurance shall be written on a project-specific basis. The retroactive date shall be coincident with or prior to the date of this contract, and the certificate of insurance shall state that the coverage is claims-made and the retroactive date. The insurance coverage shall be maintained for the duration of this contract and for five (5) years following completion of the contract (Tail Coverage). An annual certificate of

insurance shall be submitted to the City for each year following completion of this contract.

5. Environmental Impairment Liability and/or Pollution Liability
   - $2,000,000 per occurrence.

   EIL coverage(s) must be included in policies listed in items 1 and 4 above; or, such insurance shall be provided under a separate policy or policies. Liability for damage occurring while loading, unloading and transporting materials collected under the contract project shall be included under the Automobile Liability insurance or other policy(s).

6. Asbestos Abatement Insurance - $2,000,000 each occurrence with no Sunset Clause.

(b) Certificates of insurance evidencing that the Provider has obtained all required insurance shall be delivered to the City prior to Provider proceeding with the contract.

1. Applicable policies shall be endorsed to name the City an Additional Insured thereon, as its interests may appear. The term City shall include its employees, officers, officials, agents, and volunteers as respects the contracted services.

2. Certificate(s) of insurance shall document that insurance coverage specified according to items in section (a) above are provided under applicable policies documented thereon.

3. Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirements.

4. A minimum of thirty (30) days' notice of cancellation or material change in coverage shall be provided to the City. A ten (10) day's notice shall be acceptable in the event of non-payment of premium. Such terms shall be endorsed onto the Provider's insurance policies. Notice shall be sent to Chris Lennon, City of Tyler – Code Enforcement, 411 W. Martin Luther King Jr. Blvd., Tyler, Texas 75702

5. Insurers for all policies must be authorized to do business in the state of Texas or otherwise approved by the City, and such insurers must be acceptable to the City in terms of their financial strength and solvency.

6. Deductible limits, or self-insured retentions, affecting insurance required herein are subject to approval by the City in its sole discretion; and, in lieu of traditional insurance, any alternative coverage maintained

through insurance pools or risk retention groups may also be acceptable to the City, subject to City approval in its sole discretion.

7. Applicable policies shall each be endorsed with a waiver of subrogation in favor of the City as respects the contract.

8. The City shall be entitled, upon its request and without incurring expense, to review the Provider's insurance policies including endorsements thereto and, at the City's discretion, the Provider may be required to provide proof of insurance premium payments.

9. The City shall not be responsible for the direct payment of any insurance premiums required by the contract. It is understood that insurance cost is an allowable component of the Provider's overhead.

10. All insurance required in section (a) above, except for the Professional Liability insurance policy, shall be written on an occurrence basis in order to be approved by the City.

11. Subcontractors to the Provider shall be required by the Provider to maintain the same or reasonably equivalent insurance coverage as required for the Provider. When subcontractors maintain insurance coverage, Provider shall provide City with documentation thereof on a certificate of insurance. Notwithstanding anything to the contrary contained herein, in the event a subcontractor's insurance coverage is canceled or terminated, such cancellation or termination shall not constitute a breach by Provider of the contract.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Next First Insurance Agency, Inc.
PO Box 60787
Palo Alto, CA 94306

CONTACT NAME:
PHONE (A/C, No, Ext): (855) 222-5919 **FAX (A/C, No):**
E-MAIL ADDRESS: support@nextinsurance.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	State National Insurance Company, Inc.	12831
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
R&S Demolition & Construction
Rockey Horton
4064 S Broadway Ave
Tyler, TX 75701

COVERAGES **CERTIFICATE NUMBER:** 229737330 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			NXTJVFHXYW-00-GL	03/25/2025	03/25/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000.00 $100,000.00 $10,000.00 $1,000,000.00 $2,000,000.00 $2,000,000.00
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Hired and Non-Owned Auto Liability			NXTJVFHXYW-00-GL	03/25/2025	03/25/2026	Each Occurrence:	$85,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance

CERTIFICATE HOLDER
Tint Kingz
4064 S Broadway Ave
Tyler, TX 75701

LIVE CERTIFICATE
Click or scan to view

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Certification of Provider's Legal and Compliance History

Complete ONE of the Following Certifications:

Certification of Legal Action Report

I certify under penalty of law that the attached Legal Action Report detailing Provider's, Provider's officers, Provider's employees, and Provider's proposed subcontractors legal and compliance history relating to the protection of the environment was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

PROVIDER:

_____ BY: _____

Company Name (print or type name of signatory)

_____ _____

(Signature) Title (print or type)

_____

Date

Certification of NO Legal Action

I certify under penalty of law that the legal and compliance history of Provider, Provider's officers, Provider's employees, and Provider's proposed subcontractors was researched under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, I hereby certify that no legal action relating to the protection of the environment was brought against Provider, Provider's officers, Provider's employees, or Provider's proposed subcontractors within the preceding five years. To the best of my knowledge and belief, this statement is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

PROVIDER:

R4 Demolition / Construction Rockey Horton

Company Name (print or type name of signatory)

Rockey Horton owner / Managing Partner

(Signature) Title (print or type)

7-8-25

Date

REQUEST FOR PROPOSAL

THIS IS NOT AN ORDER

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

Telephone: (903) 531-1232

June 13, 2025
DATE MAILED

Proposal No: 25-044
(Number must appear on ALL correspondence)

Closing Time: 2:00 pm

Closing Date: July 8, 2025

Addressed To:

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.

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.

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 July 8, 2025, and opened by City Staff in the City Council Chambers @ 212 North Bonner, City Hall, 2nd Floor @ 2:00 pm July 8, 2025.

City-Wide Commercial and Residential Demolition Services Annual Contract

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.

INVOICING TERMS

COMPANY NAME

DATE

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.

PRICE, DATA, AND SPECIFICATION SHEET

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

Telephone: (903) 531-1232

DATE: June 13, 2025

BID # / PROPOSAL #: 25-044

CLOSING TIME: 2:00 pm
CLOSING DATE: July 8, 2025

PROPOSERS MUST COMPLETE THIS SECTION

ITEM NO.	QUANTITY	DESCRIPTION	BRAND	UNIT PRICE	TOTAL NET PRICE
		See attached specifications			
			TOTAL:		

QUALIFICATIONS PACKAGE

CITY OF TYLER
CODE ENFORCEMENT
411 W. MARTIN LUTHER KING JR. BLVD.
TYLER, TEXAS 75702

BID #: 25-044

CITY-WIDE COMMERCIAL & RESIDENTIAL
DEMOLITION SERVICES
ANNUAL CONTRACT

June 13, 2025

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1.0 REQUEST FOR QUALIFICATIONS

1.1 PROJECT DESCRIPTION: Qualifications are being accepted by the City of Tyler for the provision of residential and commercial demolition services on an annual contract agreement. A total of **3** agreements may be established. In the event of an "Emergency" demolition that is declared by the City Building Official, the aforementioned selection process will be adjusted so as to provide for immediate work to begin. Providers are being asked to present the qualifications and experience of their company and their personnel for this work.

Demolition services may be performed on the following:

- Structures exempt from the Asbestos National Emissions Standards for Hazardous Air Pollutants (NESHAP), such as a single-family residence.
- Facilities regulated under the Asbestos NESHAP that contain regulated asbestos containing material (RACM) below thresholds.
- Facilities regulated under the Asbestos NESHAP that require removal of RACM prior to building demolition.
- Facilities regulated under the Asbestos NESHAP that have been declared structurally unsound or in danger of imminent collapse or that are subject to emergency demolition guidelines.

Any and all asbestos related activities must be performed at a minimum in strict adherence to the Texas Asbestos Hazards and Protection Act, NESHAP, and Occupational Safety and Health Administration (OSHA) rules and regulations.

All work performed under the contract shall be in strict adherence to all applicable Federal, State and local rules and regulations.

THERE IS NO MINIMUM GUARANTEE OF ANY WORK UNDER THIS CONTRACT.

Historically, the City of Tyler has performed demolition-related services on 25 residential and/or commercial structures and project sites per calendar year.

1.2 GENERAL REQUIREMENTS:

The Qualifications Documents submitted in accordance with this Request for Qualifications shall remain valid for ninety (90) days after the due date.

All Providers must comply with:

- Chapter 3, "Personnel/Civil Services/ TRMS", ARTICLE I. "PERSONNEL POLICIES", Section 3-2, "Equal Employment Opportunity", "of the Code of the City of Tyler, prohibiting discrimination in employment practices.
- Chapter 2-1, "Employment," Article III, "Discrimination, "of the City of Tyler, Texas Policies, Procedures, Reference Guide, and Organizational Culture.

1.3 INTERPRETATION OF THE REQUEST FOR QUALIFICATIONS:

All requests for an interpretation of the Request for Qualifications must be made in writing and submitted to the Code Enforcement Department, by fax, regular mail, or email, at any time up to seven (7) calendar days prior to the deadline date for submitting Qualifications Packages. The person submitting the request will be responsible for its prompt delivery. No oral requests for interpretation will be answered.

The City will issue any interpretation of the Qualifications Documents as a formal addendum. The City will attempt to fax a copy of each addendum to each person receiving a Qualifications Package, when those persons have identified themselves to the City. The City will also post addenda on the website. The City will not be responsible for any other explanations or interpretations. It is the Provider's obligation to determine if addenda have been issued prior to the deadline for submitting the Qualifications Package.

1.4 CONFLICTS & QUESTIONS: Should there be conflicts between the Qualifications documents and the final executed contract document, the final contract shall take precedence. Questions regarding this Request for Qualifications should be directed in writing immediately to:

Chris Lennon
Code Enforcement
City of Tyler
411 W. Martin Luther King Jr. Blvd.
Tyler, TX 75702

Phone 903.531.1312
Fax 903.595.7146
clennon@tylertexas.com

1.5 HOW TO SUBMIT A QUALIFICATIONS PACKAGE: Each Provider must submit **ONE (1) electronic copy on a flash drive and one bound hard-copy** of their Qualifications Package to the City. All items to complete the submittal must be included within the Qualifications Package or the entire Qualifications Package may be considered non-responsive and rejected. In case of ambiguity or lack of clarity, the City reserves the right to adopt the construction most advantageous to the City or to reject the Qualifications Package.

Qualifications Packages must be submitted in a sealed envelope, addressed to the City of Tyler Purchasing Office, 304 N Border, Tyler, Texas 75702, Attn: Sherry Pettit. The Qualifications Packages must be received by Purchasing no later than **2:00 p.m. on Tuesday, July 8, 2025**.

The bid number must be clearly marked on the envelope and the statement "**QUALIFICATIONS DOCUMENTS ENCLOSED, DELIVER TO TYLER CITY PURCHASING DEPARTMENT ONLY BEFORE 2:00 pm on Tuesday, July 8, 2025** placed in the lower left-hand corner of the envelope in which the documents are delivered. If the documents are placed in an envelope that is contained inside another envelope, the statement shall be placed on the outermost envelope.

Any Qualifications Documents not properly marked or not received in the proper place by the proper time will be considered non-responsive.

NO FAXED QUALIFICATIONS WILL BE ACCEPTED

1.6 OPENING OF QUALIFICATIONS: The Document entitled "Qualifications Summary" in each Qualifications Package submitted will be opened and read aloud at **2:00 P.M. on Tuesday, July 8, 2025**, in the Tyler City Council Chambers. The Qualifications Packages shall be handled so as to avoid the disclosure of the remainder of their contents to competing offers and so as to keep such contents secret during negotiations. All Qualifications Packages will be open for public inspection after the contract is awarded. However, information in the Qualifications Packages subject to the trade secrets exception of the Public Information Act under § 552.110 of the Texas Government Code or the confidential information exception under §552.101 of the Texas Government Code will not be open to public inspection. It is the responsibility of the Provider to clearly mark as such any information they deem trade secret or confidential.

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1.7 QUALIFICATIONS EVALUATION CRITERIA: The City will select the most highly qualified Provider responding to the request, based upon demonstrated competence and qualifications. Qualifications will be evaluated by qualitative measures and will be weighted as follows:

	MAXIMUM WEIGHT
Provider's Experience	30 points
Qualifications of Provider's Personnel	30 points
Provider's Legal History	15 points
Provider's Work History With City *	10 points
Qualifications of Provider's Subcontractors	10 points
Provider's MBE Participation Plan	5 points
TOTAL	**100 points**

*** No work history with the City will receive a score of 0 points.**

NOTE: Any of the above factors may be weighted as low as -20 points.

The City may conduct such investigations as deemed necessary to assist in the evaluation of any Qualifications and to establish the responsibility, qualifications, and financial ability of the Provider, subcontractors, and other persons who are proposed to work on the project.

1.8 NEGOTIATION OF THE CONTRACT: After selecting the three most highly qualified Providers, the City will then attempt to negotiate with each Provider a contract. If a satisfactory contract cannot be negotiated with the one or more of the three most highly qualified Providers, the City shall formally end negotiations with the Provider(s), select the next most highly qualified Provider, and attempt to negotiate a contract with that Provider. This process shall continue until a contract is entered into, or until the City rejects all submittals and issues a new Request for Qualifications based on a new scope of work. The fees under the contract must be consistent with industry standard and may not exceed any maximum provided by law. The City will negotiate with the successful Providers any final changes to the contract and any exceptions identified in the Qualifications Documents. The City is not obligated to accept any exceptions made by Provider. After the negotiations, the City will prepare and issue the contract documents with the notice of award to each successful Provider.

1.9 CONTRACT TIME: The successful Providers will be awarded a contract with an initial term of two years. Following expiration of the initial term, the Providers shall have the opportunity for three additional renewal options of one year each, subject to approval of the City of Tyler.

1.10 AWARD OF THE CONTRACT: The City will send a notice of award letter to each successful Provider with three (3) sets of contract documents. The successful Providers must execute the contracts in each set and return all three sets to the City. Upon receipt of the three sets, the City will execute each set and issue one set to each Provider with a letter entitled notice to proceed. This letter authorizes work to begin and invoices to be paid.

1.11 RESERVATIONS: The City reserves the right to reject any or all Qualifications Packages and waive any or all formalities.

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2.0 QUALIFICATIONS DOCUMENTS

2.1 QUALIFICATIONS DOCUMENT CHECKLIST

All Qualifications Documents, including this Checklist, must be completed in full and submitted in a sealed envelope, in the requested order, or the Qualifications Package may be considered as a non-responsive submittal.

Qualifications Documents		Initial if Included
1.	QUALIFICATIONS DOCUMENT CHECK LIST	NW
2.	ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA	NW
3.	BUSINESS DIVERSITY ENTERPRISES	NW
4.	QUALIFICATIONS SUMMARY	NW
5.	QUALIFICATIONS OF PROVIDER	NW
6.	LIST OF SUBCONTRACTORS	NW
7.	INSURANCE CERTIFICATES	NW
8.	PROVIDER'S LICENSES & CERTIFICATES	NW
9.	PROVIDER'S LEGAL & COMPLIANCE HISTORY	NW

I understand that failure to submit all of these items may cause my submittal to be considered non-responsive.

Name Norman Ward

Title Manager

Company TNT Dumpster and Demolition, LLC

2.2 ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

2.2.1 Check if applicable ____

The undersigned acknowledges the receipt of the following addendum (a) to the Request for Qualifications, and has attached all addenda following this page. (Add lines if necessary).

___ Addendum Number 1 _____
(Date received)

___ Addendum Number 2 _____
(Date received)

___ Addendum Number 3 _____
(Date received)

___ Addendum Number 4 _____
(Date received)

2.2.2 Check if applicable ✓

The undersigned acknowledges the receipt of no addenda to the Request for Qualifications.

PROVIDER:

TNT Dumpster and Demolition
Company Name

17149 County Road 3147
Address

Tyler, TX 75706
City, State, Zip

BY: Norman Ward
(print or type name of signatory)

Norman Ward
(Signature)

Manager
Title (print or type)

2.3 MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION

The City of Tyler gives additional consideration to Minority/Women Business Enterprises. All proposers shall note that it is the policy of the City to ensure the full and equitable participation of Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) in the procurement of services. This Request for Proposal consists of a MBE goal.

2.4 QUALIFICATIONS SUMMARY

TO THE CITY OF TYLER:

The undersigned hereby proposes to furnish the equipment, labor, materials, superintendence, and any other items or services necessary to perform the required demolition services as instructed by the City. All work will be outlined in a Task Order issued by the City to the Provider for each required task. The Scope of Services is outlined on the following pages of the Qualifications Documents.

Provider acknowledges the need to respond to a Cost Estimate within 3 business days and be prepared to begin work no later than 14 calendar days from Cost Estimate submittal.

All Qualifications Documents have been submitted in one sealed package.

_____Addenda to the Request for Qualifications have been received as acknowledged in Section 2.2.

This Qualifications Summary and the accompanying Qualifications Documents are intended to be complete and will remain valid for ninety (90) days from the date of submittal.

PROVIDER:

TNT Dumpster and Demolition
(Company Name)

17149 County Road 3147
(Address)

Tyler, TX 75706
(City, State, Zip)

903-354-5851
Phone)

BY: Norman Ward
(Print or type name of signatory)

Norman Ward
(Signature)

Manager
Title (print or type)

(FAX)

2.5 QUALIFICATIONS OF THE PROVIDER

Provider shall provide its company name, address, telephone number(s), and FAX number(s) for the local office as well as the headquarters.

Provider shall attach a copy of its current statement of qualifications (**15-page maximum, 12 pt. type minimum**). If subcontractors are to be utilized, each subcontractor must be discussed within the statement of qualifications. Within the statement of qualifications, the Provider should:

- Document Provider's experience (including references) with demolition and asbestos abatement services as discussed in the following Scope of Services. This section should discuss past and current relevant jobs with special focus on LOCAL AREA work.

- Work orders that are funded fully or in part by federal funds may require compliance with the Davis-Bacon Act. Provide a list of projects where your firm was responsible for providing weekly payrolls. Briefly explain how you expect to meet this federal requirement.

- Submit an organization chart depicting contact arrangement from the City to the Provider and from the Provider's representative to other areas within the Provider. Identify key persons by name and title and describe the primary work assigned. This chart must include the individual(s) assigned to ensure the BDE plan is followed.

- Submit a brief résumé (one-page maximum, 12 pt type minimum) for the overall Contract Manager, NESHAP Trained Individual, and Primary Asbestos Contractor that will PERFORM WORK under this contract. These resumes count as part of the overall 15-page limit for the statement of qualifications.

INCLUDE A COPY OF THE QUALIFICATIONS WITHIN THIS SECTION AND BOUND WITHIN THE QUALIFICATIONS PACKAGE

SCOPE OF SERVICES

2.5.1 General Overview

Qualifications are being accepted by the City of Tyler for the provision of residential and commercial demolition and asbestos abatement services on an annual contract agreement. Provider will be required to provide a "turn-key" service to the City. Individual projects will be released on a Task Order basis when the City elects to proceed with each effort. Providers are being asked to present the qualifications and experience of their company and their personnel for this work.

THERE IS NO GUARANTEE OF ANY WORK UNDER THIS CONTRACT, however the types of work for which the successful Provider should be qualified to perform include the following:
Residential and commercial demolition services may be performed on the following:

- Structures exempt from the Asbestos National Emissions Standards for Hazardous Air Pollutants (NESHAP) – such as a single family residence.
- Facilities regulated under the Asbestos NESHAP that contain regulated asbestos containing material (RACM) below thresholds.
- Facilities regulated under the Asbestos NESHAP that require removal of RACM prior to building demolition.
- Facilities regulated under the Asbestos NESHAP that have been declared structurally unsound or in danger of imminent collapse.

Provider shall provide a minimum of 3 references for similar work performed within the past 18 months

Residential and commercial demolition and asbestos abatement services may be requested on a per property basis or as a group that may require phasing. Provider shall provide documentation of handling various types and sizes of projects.

Any and all asbestos related activities must be performed at a minimum in strict adherence to the Texas Asbestos Hazards and Protection Act, NESHAP, and Occupational Safety and Health Administration (OSHA) rules and regulations. If the Provider provides its own personal sampling pumps and PCM cassettes to the City's Asbestos Consultant, then the City's Consultant will perform the laboratory analysis of the PCM cassettes for OSHA monitoring.

Provider will be required to comply with all applicable Texas Pollution Discharge Elimination System (TPDES) Storm Water permits, rules and regulations.

All work performed under the contract shall be in strict adherence to all applicable Federal, State and local rules and regulations.

Each Provider must submit their qualifications for each type of work for which they are bidding or the submittal may be rejected.

Each provider including subcontractors shall NOT be listed on the Excluded Parties List System (www.epls.gov). Before proceeding on each project the provider including subcontractors will have to certify they are NOT on the EPLS.

2.5.2 Project Coordination

Prior to demolition, the contractor must obtain all permits required for each project.

In obtaining the demolition permit, the contractor will be required to abide by City of Tyler Article VI. Development Standards Division A, Landscaping and Tree Preservation Sec. 10-301-Sec. 10-307. Tree Preservation Requirements, also known as the “Tree Preservation Ordinances.” Under the preservation ordinance, no tree 6” diameter or greater will be removed without a permit (Ord. No. 0-2009-19; 3/11/09) (Ord. No. 0-2009-88; 8/26/09).

2.5.3 Site Preparation

Utilities will have been terminated to the sites. Prior to demolition, the contractor will be responsible for verifying that all utilities (i.e. natural gas, telephone, water, etc.) have been disconnected. Contractor will cut and cap all site utilities at point of connection to the site.

Contractor will be responsible for contacting applicable utility services in order to decide whether or not main lines or routes effectively traverse the project site. It will be determined with the consultation of City staff the best method to address any utility concerns involving the aforementioned utility service issues.

2.5.4 Site Work

All regulated structures will be abated of all RACM and will be demolished typically removing all slabs/foundations, utility infrastructure and grading of the parcel to properly manage storm water.

Prior to the start of abatement and demolition of any structure, each structure shall be inspected to ensure the safety of the crew.

All debris generated from the removal of RACM is to be disposed of as asbestos-containing waste.

Prior to any site disturbance, the contractor will have implemented storm water Best Management Practices (BMPs), if applicable. This may include, but not be limited to, the use of silt fencing, rock check dams, mulching, erosion control blankets, curb and inlet protection devices, sediment traps, sediment basins, and/or stabilized construction entrances and exits.

Contractor shall clean and remove all remaining furniture, household furnishings, building materials, tires, debris, trash, rubbish and any other solid waste from the premises. These materials shall be recycled, reclaimed or disposed at a facility or landfill that is approved to accept such waste.

Contractor shall maintain proper safety fencing, as needed, and also provide for adequate signage, barricades, traffic cones, and “flagmen” during the course of the project when heavy traffic will be leaving or entering the site. Temporary safety fencing to be used shall be a heavy-duty, diamond-link mesh, orange, high density polyethylene safety or security fencing that will withstand substantial weather-related stresses.

The contractor shall use applied water to the structure prior to and during the demolition process, including loading of debris so as to prevent fugitive dust emissions from leaving the project site in accordance with the provisions of NESHAP.

The Contractor is responsible for obtaining a City of Tyler – Water Department water meter if usage of water from nearby fire hydrants is anticipated.

The work area will be maintained in a manner that will control all demolition debris from becoming windblown and/or migrating from the work area during and after working hours.

The contractor shall use site material, if available, or clean fill from an approved source to fill any holes in the terrain resulting from any of the above work, and grade the entire lot, ensuring that low areas are filled to prevent the pooling of water.

For the duration of the entire project, contractor shall sweep dirt and debris from the haul routes used to ensure any sediment tracked from the site is collected and does not migrate onto City streets.

2.5.6 Time of Completion and Liquidated Damages

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the city and to fully complete the project within 25 calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of $50.00 for each consecutive calendar day thereinafter provided in the General Conditions. Should the Contractor feel this time to be insufficient, the contractor should so state in the proposal in the space provided. Construction time will be considered in the award of the contract.

2.5.7 Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulation of all authorities having jurisdiction over demolition of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full. This provision includes the requirement that a Certified Renovator firm or individual be employed to assure that lead-safe work practices are followed on any project involving a structure built prior to 1978 consistent with the EPA RRP rule and HUD's LSHR.

2.5.8 Notice to Proceed

The written Proceed Order shall be issued within 10 days from the date of this contract. The performance of the work under this Agreement shall commence within 10 days after issuance of the Proceed Order. Should the Contractor fail to commence work within the aforementioned time, then the Tyler Code Enforcement Department shall have the right to terminate the contract forthwith by giving the Contractor written notice of such termination. Such termination shall be effective as designated in said notice.

2.5.9 Assignment of Contract

The Contractor shall not assign the contract without the written consent of the City or the Tyler Code Enforcement Department. Any attempted assignment without the prior written approval of the City shall be null and void, and of no effect.

2.5.10 OSHA Requirements

The Contractor will be required to adhere to, and all mechanical equipment and construction procedures shall conform to, all of the applicable requirements of the Federal Occupational Safety and Health Act of 1970 (OSHA), which is made a part of this contract by reference.

2.5.11 Safety Standards and Accident Prevention

With respect to all work performed under this contract, Contractor shall:

a. comply with the safety standards provision of applicable laws, building and construction codes, and the requirements of Title 29 of Federal Regulations, Section 1518 as published in the "Federal Register," Volume 36, No. 75, Saturday, April 17, 1971;

b. exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

2.5.12 Rights of Structural Determination

The City of Tyler or its designee shall have the right to remove all or any structures that are determined salvageable from bid consideration or contract award. When such a determination has the effect of removing a structure(s), the contract amount shall be reduced by the bid award amount for the structure(s) which has been determined salvageable. The Contractor shall have no further interest therein and is released from performance of the portion of the contract attributable to the structure removed from the contract. The performance bond shall be recovered un-negotiated upon total contract completion. At no time will a partial refund of bid or performance bond be allowed.

2.6 LIST OF SUBCONTRACTORS

Providers shall complete the following information and submit it with the Qualifications Documents to permit the City of Tyler to more fully evaluate the submittal's quality prior to awarding the contract.

Subcontractor's Name	Subcontractor's Address	Subcontractor's Telephone No.	Subcontractor's FAX Number	Proposed Tasks on the Project
Alpha Abatement Solutions	3323 Sam Rayburn Carrollton, TX	469-892-6008		Asbestos abatement/transport

IF NECESSARY, PROVIDE MORE SHEETS TO DESCRIBE ADDITIONAL SUBCONTRACTORS.

2.7 INSURANCE CERTIFICATES

2.7.1 FOR PURPOSES OF THIS REQUEST FOR QUALIFICATIONS, PLEASE ATTACH A COPY OF YOUR CURRENT INSURANCE CERTIFICATE(S) FOLLOWING THIS PAGE AND BOUND WITHIN THE QUALIFICATIONS PACKAGE.

2.7.2 The successful Provider will be required by the contract to have insurance coverage as detailed below. Prior to commencing work, the Provider shall deliver to Tyler certificates documenting this coverage. The City may elect to have the Provider submit its entire policy for inspection. CONTRACTOR's insurance policies shall be written for not less than the following limits of liability:

(a) Insurance coverage and limits:

Provider shall provide to the City certificate(s) of insurance documenting policies of the following coverage at minimum limits that are to be in effect prior to commencement of work on the contract:

1. Commercial General Liability, including Completed Operations and Independent Contractor's Liability
   - Bodily Injury & Property Damage - $5,000,000 Each Occurrence Combined Single Limit;
   - Completed Operation/Products - $5,000,000 Each Occurrence;

2. Comprehensive Automobile Liability
   - Bodily Injury & Property Damage - $1,000,000 Each Person; $1,000,000 Each Occurrence or Combined Single Limit

   A commercial business auto policy shall provide coverage on "any auto," defined as autos owned, hired and non-owned during the course of this project.

3. Worker's Compensation
   - Employer's Liability - $500,000 Each Occurrence

4. Professional Liability
   - $1,000,000 each claim
   - $2,000,000 aggregate

   Professional Liability Insurance shall be written on a project-specific basis. The retroactive date shall be coincident with or prior to the date of this contract, and the certificate of insurance shall state that the coverage is claims-made and the retroactive date. The insurance coverage shall be maintained for the duration of this contract and for five (5) years following completion of the contract (Tail Coverage). An annual certificate of

insurance shall be submitted to the City for each year following completion of this contract.

5. Environmental Impairment Liability and/or Pollution Liability
   - $2,000,000 per occurrence.

   EIL coverage(s) must be included in policies listed in items 1 and 4 above; or, such insurance shall be provided under a separate policy or policies. Liability for damage occurring while loading, unloading and transporting materials collected under the contract project shall be included under the Automobile Liability insurance or other policy(s).

6. Asbestos Abatement Insurance - $2,000,000 each occurrence with no Sunset Clause.

(b) Certificates of insurance evidencing that the Provider has obtained all required insurance shall be delivered to the City prior to Provider proceeding with the contract.

1. Applicable policies shall be endorsed to name the City an Additional Insured thereon, as its interests may appear. The term City shall include its employees, officers, officials, agents, and volunteers as respects the contracted services.

2. Certificate(s) of insurance shall document that insurance coverage specified according to items in section (a) above are provided under applicable policies documented thereon.

3. Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirements.

4. A minimum of thirty (30) days' notice of cancellation or material change in coverage shall be provided to the City. A ten (10) day's notice shall be acceptable in the event of non-payment of premium. Such terms shall be endorsed onto the Provider's insurance policies. Notice shall be sent to Chris Lennon, City of Tyler – Code Enforcement, 411 W. Martin Luther King Jr. Blvd., Tyler, Texas 75702

5. Insurers for all policies must be authorized to do business in the state of Texas or otherwise approved by the City, and such insurers must be acceptable to the City in terms of their financial strength and solvency.

6. Deductible limits, or self-insured retentions, affecting insurance required herein are subject to approval by the City in its sole discretion; and, in lieu of traditional insurance, any alternative coverage maintained

through insurance pools or risk retention groups may also be acceptable to the City, subject to City approval in its sole discretion.

7. Applicable policies shall each be endorsed with a waiver of subrogation in favor of the City as respects the contract.

8. The City shall be entitled, upon its request and without incurring expense, to review the Provider's insurance policies including endorsements thereto and, at the City's discretion, the Provider may be required to provide proof of insurance premium payments.

9. The City shall not be responsible for the direct payment of any insurance premiums required by the contract. It is understood that insurance cost is an allowable component of the Provider's overhead.

10. All insurance required in section (a) above, except for the Professional Liability insurance policy, shall be written on an occurrence basis in order to be approved by the City.

11. Subcontractors to the Provider shall be required by the Provider to maintain the same or reasonably equivalent insurance coverage as required for the Provider. When subcontractors maintain insurance coverage, Provider shall provide City with documentation thereof on a certificate of insurance. Notwithstanding anything to the contrary contained herein, in the event a subcontractor's insurance coverage is canceled or terminated, such cancellation or termination shall not constitute a breach by Provider of the contract.

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2.8 PROVIDER'S LICENSES & CERTIFICATES

Provider shall procure all permits and licenses, pay all charges, costs, and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

Provider should provide a copy of the appropriate certifications, registrations, and licenses and related certificates (including Subcontractors) with their submittal including but not limited to:

- DSHS Abatement Contractor License;
- DSHS Abatement Supervisor;
- DSHS Asbestos Transporter License;
- TCEQ Asbestos Landfill; and
- NESHAP Trained Individual.

DSHS Abatement Worker Licenses do not need to be included within this RFQ.

ATTACH COPIES OF CURRENT APPLICABLE LICENSES AND CERTIFICATES FOLLOWING THIS PAGE AND BOUND WITHIN THE QUALIFICATIONS PACKAGE

2.9 PROVIDER'S LEGAL AND COMPLIANCE HISTORY

Provider's legal and compliance history is a critical component of this Request for Qualifications. Read this section with care and respond accordingly. Failure of the Provider to provide all the information requested and to certify the report, will result in the Provider's submittal being declared non-responsive.

Provider shall attach a written report of legal action brought against Provider, Provider's officers, Provider's employees, AND Provider's proposed subcontractors relating to the protection of the environment. The terms “legal action” and “relating to the protection of the environment” are defined below.

The report shall include all legal action brought within **5 years of the closing date of this Request for Qualifications**. The report shall detail the substance, status, and outcome of such legal action. This includes without limitation the names of the agency and/or persons bringing the action, all relevant dates, and all fines, judgments, and/or settlements. Include the following information for each case at a minimum:

- Style of Case (X vs. Y)
- Cause Number
- Court
- Date of Disposition
- Settlement Information (as appropriate)
- Names / Addresses of all parties named
- Counsel List and phone numbers
- Judgment and Order of Judgment

"LEGAL ACTION" means: ANY enforcement action by the United States Environmental Protection Agency, the Occupational Safety and Health Administration, any other federal agency, the Texas Commission on Environmental Quality (including its predecessor agency the Texas Natural Resource Conservation Commission), the Texas Department of State Health Services (including its predecessor agency the Texas Department of Health), and any other state agency, commission or department, whether in Texas or elsewhere, when such enforcement action is a result of violations, real or alleged, of any laws, licenses, permits, judicial orders, or administrative orders, relating to the protection of the environment. In this context, enforcement action shall include without limitation, written warnings, notices of violation, consent orders or agreements, compliance orders, administrative hearings, civil litigation and criminal prosecution. Legal action also means any civil litigation brought by any person relating to the protection of the environment.

"RELATING TO THE PROTECTION OF THE ENVIRONMENT" means: requirements pertaining to the manufacture, processing, distribution, use, handling, storage, transportation, reporting, records keeping, permitting, licensing, treatment, disposal, emission, discharge, spill, release, or threatened release of hazardous materials, hazardous substances, hazardous wastes, toxic substances, petroleum, industrial waste, solid waste, pollutants or contaminants into or onto the air, surface water, drinking water, groundwater, storm water, publicly owned treatment works, or land.

THE REPORT SHALL BE SIGNED AND CERTIFIED by an authorized representative of the Provider, using the form on the following page. The top portion of the form is to be completed if a report of legal action is attached. The bottom portion of the form is to be completed if Provider has no legal action to report. **Make certain that the appropriate portion of the form is filled out and signed.**

AN AUTHORIZED REPRESENTATIVE OF THE PROVIDER shall mean:

(1) if the Provider is a corporation: the president, secretary, or treasurer, or a vice president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation;

(2) if the Provider is a partnership, a general partner; and

(3) if the Provider is a sole proprietorship, the sole proprietor.

INCLUDE A COPY OF THE REPORT OF LEGAL ACTION FOLLOWING THE CERTIFICATION PAGE AND BOUND WITHIN THE QUALIFICATIONS PACKAGE

Certification of Provider's Legal and Compliance History

Complete ONE of the Following Certifications:

Certification of Legal Action Report

I certify under penalty of law that the attached Legal Action Report detailing Provider's, Provider's officers, Provider's employees, and Provider's proposed subcontractors legal and compliance history relating to the protection of the environment was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

PROVIDER:

_____ BY:_____

Company Name (print or type name of signatory)

_____ _____

(Signature) Title (print or type)

_____

Date

Certification of NO Legal Action

I certify under penalty of law that the legal and compliance history of Provider, Provider's officers, Provider's employees, and Provider's proposed subcontractors was researched under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, I hereby certify that no legal action relating to the protection of the environment was brought against Provider, Provider's officers, Provider's employees, or Provider's proposed subcontractors within the preceding five years. To the best of my knowledge and belief, this statement is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

PROVIDER:

TNT Dumpster and Demolition BY: Norman Ward

Company Name (print or type name of signatory)

Norman Ward Manager

(Signature) Title (print or type)

07-01-2025

Date

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

DEMOLITION OF STRUCTURES

AND CLEARANCE OF PROPERTIFS

FOR THE

CITY OF TYLER, TEXAS

TYLER BID NO.

Edward Broussard
City Manager



The City of Tyler
Office of the City Manager
P.O. Box 2039
Tyler, Texas 75710-2039

Phone (903) 531-1263
Fax (903) 531-1186
www.cityoftyler.org

POLICY STATEMENT ON EQUAL EMPLOYMENT OPPORTUNITY

The City of Tyler takes positive steps to maintain and promote equal opportunity for all individuals. The following policy statement is to keep you advised of the commitment of the City of Tyler, Texas, toward equal employment opportunity and to ensure that none of its personnel policies, procedures or practices unlawfully discriminate against any individual.

You are urged to share this commitment in your employment practices and procedures.
2-1

Need for a policy

Equal opportunity for all people, without regard to race, color, religion, sex, age, disability, national origin or other protected status, is part of the American ideal. Local governments, as a mirror of public policy, can make vital contributions toward this ideal by taking affirmative action to provide equal employment opportunities for all.

Statement of Policy

It is the policy of the City to recruit, employ and provide compensation, promotion and other conditions of employment without regard to race, color, religion, sex, age, national origin, disability, genetic information or status as a Vietnam era or special disabled veteran, recently separated veteran and other protected veteran. The City affirms that employment decisions shall be made only on the basis of a person's ability to perform essential functions of the job. The City shall continually review its employment practices and personnel procedures to take positive steps to ensure that equality of employment opportunity in the City of Tyler, Texas is a fact as well as an ideal.

Application

Rose Ray, (rray@tylertexas.com) (903-531-1103), has been designated as EEO Coordinator with authority and responsibility to develop and recommend strategies to ensure the achievement of the intent of the Policy. This Policy shall be uniformly applied by all levels of management in every department, work unit and other component of the City.

Responsibility

Each department leader and supervisor is responsible for the application of this Policy within his/her component. This includes all supporting programs and practices developed in accordance with this Policy. All employees of the City are responsible for cooperating with any reviews, investigations and other activities initiated within the framework of this Policy. To achieve ultimate effectiveness in the application of this Policy, the cooperation, support and commitment of every employee is essential.

E Broussard

Edward Broussard
City Manager

2/4/2015 **Form 2-1** Page 1 of 1

STATE OF TEXAS **CLEARANCE AND LEVELING CONTRACT**
COUNTY OF SMITH

BID # _____

THIS AGREEMENT, made this day _____, 2025 by and between the CITY OF TYLER, herein called CITY, acting herein through its CODE ENFORCEMENT DEPARTMENT, and _____ herein called CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the CITY, the CONTRACTOR, hereby agrees with the CITY to commence and complete demolition described as follows:

As structures for demolition arise, the City will send a Request for Costs to the next contractor holding a demolition annual contract with the City in a round robin style. The Request for Costs will include the scope of work. Upon receipt of the Request for Costs, the City will then issue a Notice to Proceed to the contractor.

Individual projects will be authorized with a Notice to Proceed which shall specify:

1. The scope of work for that project;
2. The time to complete work for that project; and,
3. The agreed compensation for completion of work as specified for that project.

The scope of work shall include the furnishing of all labor, materials, equipment, and permits necessary to complete the work in accordance with the Notice to Proceed for a project and the Contract Documents.

Contractor shall perform, in a good and professional manner, the services contained in the Notice to Proceed, consistent with the "General Conditions" and "Technical Specifications" and in accordance with all applicable federal, state, and local laws, directives, and guidelines. Any changes to the scope of work shall require a duly authorized Change Order issued by the City.

Contractor agrees with and has received a copy of the "General Conditions — Demolition" and 'Technical Specifications" documents attached hereto and incorporated herein.

The City shall not pay for any work performed by Contractor or its subcontractors and/or suppliers that has not been specifically ordered by the City in writing on a duly executed Notice to Proceed or Change Order. Contractor shall not be compensated for any work that is verbally ordered by any person and shall rely only upon written authorization from City to conduct work.

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the CITY and to fully complete the project within 25 days thereafter. The CONTRACTOR fully further agrees to pay, as liquidated damages, in the sum of $ 50.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 4, "Payments to Contractor", of the General Conditions.

The CITY agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in General Conditions of the Contract, and to make payments on account thereof as provided in Paragraph 4. "Payments to Contractor," of the General Conditions.

Unless terminated pursuant to the terms herein, this agreement shall for a term of two (2) years, beginning upon the date of its execution. In addition, the term may be extended by mutual written agreement of the parties, for up to three (3) one-year terms.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in the year and day first above mentioned.

	CITY OF TYLER
_____	_____
CONTRACTOR	
By: _____	By: _____
	Edward Broussard, CITY MANAGER
Title: _____	
Address _____	Address P.O. Box 2039
_____	Tyler, TX 75710
Telephone: _____	Telephone: (903) 531-1250
ID: _____	Council Approval: _____

APPROVED:	ATTEST:
_____	_____
CITY ATTORNEY	CITY CLERK

STATE OF TEXAS §
COUNTY OF SMITH§

This instrument was acknowledged before me on the _____ day of _____, 2025. By _____, on behalf of CONTRACTOR.

_____
Notary Public in and for the State of Texas

Technical Specifications

I. DEMOLITION

GENERAL

The Contractor shall remove. dismantle or demolish the structure(s) listed in the "Scope of Work". Demolition of all parts to be removed shall be done in a safe, orderly fashion, taking care to avoid damage to parts which are to be left in place. Any damage resulting from the work shall be replaced or repaired at no additional cost to the City. All debris shall be removed from the premises as it is generated and shall not be allowed to accumulate. **Only Certified Renovator firms or individuals are qualified to bid on demolition projects involving pre-1978 structures to assure that lead-safe work practices are followed consistent with EPA's RRP rule and HVP's LSHR.**

EXPLOSIVES

No explosives may be used.

UTILITIES

The Contractor shall verify with each utility company that services have been disconnected before proceeding with demolition.

SAFETY

It is the responsibility of the Contractor to protect the public from falling debris and to construct whatever barricades, fences, covered walkways, or other devices necessary to protect the public from the work. No compensation will be made for any such device which shall be considered subsidiary to the lump sum bid.

PROSECUTION AND PROGRESS

The removal of these structures is important to the safety and well being of the citizens of Tyler. For this reason, it is imperative that the work be prosecuted diligently and continuously. Any absence from the work by the Contractor for ten consecutive working days may be deemed by the City as abandonment and can result in forfeiture of bond. Exceptions to this clause must be requested in writing from:

Code Enforcement Department
City of Tyler
P.O. Box 2039
Tyler, Texas 75710

PERMITS

The Contractor shall secure a permit from the Building Inspection Department before proceeding. All fees are to be paid by the Contractor.

Landscaping

1. **Rough Grading** — Fill material shall be free of debris or other detrimental material. All fill shall be compacted to a density that will avoid damaging settlement to lot improvement. Fill shall be placed when ground is frost free, and weather is favorable.

2. **Top Soil** — If required, shall be a minimum of 4" compacted depth and free of stones, debris, and other materials detrimental to plants. The surface soil shall be compacted lightly to minimize settlement. Top soil shall be placed when ground is frost free and weather is favorable.

3. **Removal of large shade trees** — Stumps shall be cut to at least 4" below finished grade. See Work Write-up.

BURNING

NO burning of any type will be permitted unless a burning permit is obtained from the Tyler Fire Department.

THE WORK

The demolition of a building shall be deemed to include:

a. removing or dismantling of the structure walls, roof, flooring and subflooring, masonry, framing and doors and windows;

b. removing all electrical wiring, conduit, appliances, fixtures and panels; plumbing vents, piping. fixtures and appliances to at least one foot below finish ground elevation; ventilating fans, ducts, insulation, cooling towers and piping;

c. removing all concrete, brick or stone foundations, slabs, porches, steps, walkways, driveways, walls, patios, planters and cellars associated with or serving the building on a particular lot (foundation piers or beams shall be removed at least one (l) foot below finish ground);

d. filling all cellars, basements, wells, cisterns, septic tanks, privies, or holes caused by removal of foundations or other demolition work listed herein;

e. removing or filling underground storage tanks; and

f. removing all existing debris on the site.

The demolition of a building shall not be deemed to include the following, unless specifically listed in special provisions attached hereto:

a. removal of fences on boundary lines;

b. removal of retaining walls not associated directly with the support of the subject structures such as those walls supporting or protecting adjacent property;

c. removal of trees and shrubs;

d. removal of storm sewers, improved drainage channels, sanitary sewer, water, and gas mains or manholes, utility poles, conduits or appurtenant structures.

SALVAGE
The material covered under demolition in these specifications becomes the property of the Contractor and all rights of salvage belong to Contractor.

II. DISPOSAL

To assure compliance with City of Tyler environmental requirements as stated in the Technical Specifications furnished to contractors in bid information for the disposal of debris caused by the demolition, removal or rehabilitation of structures, the following policy has been instituted as follows: Contractors will furnish to Code Enforcement a copy of validated tickets from Laidlaw landfill, or other certified landfill, of all debris and solid waste caused by demolition, removal or rehabilitation of structures contracted with the City of Tyler. Failure to comply with this policy may warrant cancellation of contracts.

III. CLEAN-UP

The Contractor shall immediately proceed with final clean up upon completion of demolition and disposal. The following conditions shall apply in all cases:

(1) All remnants of the removed structure shall be removed, and all traces of footings or foundations shall be filled with earth and leveled.

(2) No extra compensation is allowed for such mowing or clean-up which shall be considered subsidiary to the bid item for demolition. Unless specifically waived by the Code Enforcement Director or designee, the lot shall be mowed.

(3) No rubbish heaps or mounds of earth shall be left on the property.

(4) Required lead safe work practices consistent with EPA's RRP rule and HUD's LSHR shall be followed in all stages of the demolition. including clean up procedures. where the demolished property was built prior to 1978.

(5) No final payment will be made until the work is accepted by the City of Tyler, Code Enforcement Director, or designee.

General Conditions

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CITY OF TYLER
GENERAL CONDITIONS – DEMOLITION

1. Contract and Contract Documents

The project to be demolished pursuant to this contract is subject to all applicable Federal laws and regulations,

The tables of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

2. Definitions

The following terms, as used in this contract, are respectively defined as follows:

a. Contractor: A person, firm or corporation with whom the contract is made by the Owner. This term includes Certified Renovator firms and individuals as required by the RRP Rule when demolishing target housing—that housing built prior to 1978.

b. Subcontractor: A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with the Contractor.

c. Work on (at) the project: Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.

d. Owner: In demolition, contracts shall be considered by City of Tyler and all that represents.

3. Materials, Services, and Facilities

It is understood that except as other wise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

Any work necessary to be performed after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.

4. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under conditional sale or contract or other agreement by which an interest is retained by the seller. The Contractor warrants that it has good

title to all materials and supplies used by it in the work, free from all liens, claims or encumbrances.

5. **Permits and Regulations**

The Contractor shall procure and pay all permits, licenses and approvals necessary for the execution of its contract.

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

6. Contractor's Obligations

The Contractor shall and will, in good workman like manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the directions of the Owner as given from time to time during the progress of the work. Contractor shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required.

The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Owner.

7. Weather Conditions

In the event of temporary suspension of work, or during inclement weather, or whenever the Owner shall direct, the Contractor will. and will cause its subcontractors to protect carefully its and their work and materials against damage or injury from the weather. If, in the opinion of the Owner, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of its Subcontractors to protect the work, such materials shall be removed and replaced at the expense of the Contractor.

8. **Protection of Work and Property --Emergency**

The Contractor shall at all times safely guard the Owner's Property from injury or loss in connection with this contract. Contractor shall at all times safely guard and protect its own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such is caused directly by errors contained in the contract or by the Owner, or Owner's duly authorized representatives.

In case of an emergency, which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Owner, in a diligent

manner. Contractor shall notify the Owner immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Owner for approval. Where the Contractor has not taken action but has notified the Owner of an emergency threatening injury to persons or damage to the work or any adjoining property, Contractor shall act as instructed or authorized by the Owner.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph II of the General Conditions.

9. Intentionally left Blank

10. **Superintendence by Contractor**

At the site of the Work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Owner and shall be one who can be continued in that capacity for the particular job involved unless such representative ceases to be on the Contractor's Payroll. Where the project is related to housing built prior to 1978, a Certified Renovator firm or individual must supervise the work site to assure that required lead safe work practices are being followed.

11. **Change in Work**

No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

a. Unit bid prices previously approved.
b. An agreed lump sum.
c. The actual cost of:

   1. Labor, including foremen; materials entering permanently into the work;
   2. The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
   3. Power and consumable supplies for the operation of power equipment;
   4. Insurance;
   5. Social security and old age and unemployment contributions.

To the cost under "c," there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit, and any other general expenses.

12. **Extras**

Without invalidating the contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner, and the price is stated in such order.

13. Time for Completion and Liquidated Damages

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed".

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified, yet in full compliance with all applicable health and safety measures. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a partial consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the reasonable amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications where definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract and additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract.

Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension ate acceptable to the Owner; Provided further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

a. To any preference, priority, or allocation order duly issued by the Federal Government;

b. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

c. To any delay of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article:

Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

14. Correction of Work

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Owner who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet Owner's approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at its own cost. If, in the opinion of the Owner, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Owner shall be equitable.

15. Claims for Extra Cost

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done.

When work is performed under the terms of subparagraph II (c) of the General Conditions, the Contractor shall furnish satisfactory bills, pay rolls and vouchers covering all items of cost when requested by the Owner, and shall give the Owner access to accounts relating thereto.

16. Right of the Owner to Terminate Contract

In the event that any of the provisions of this contract are violated by the Contractor, or by any of the Contractor's Subcontractors, the Owner may serve written notice upon the Contractor and the Surety of Owner's intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the surety shall have the right to take over and perform the contract; provided. however, that if the Surety does not commence performance thereof within the (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and Contractor and its Surety shall be liable to the Owner for any excess cost occasioned by the Owner thereby, and in such event, the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

17. Payment to Contractor

On completion and acceptance of work described in this contract, payment will be made in full.

a. Owner's Right to Withhold Certain Amounts and Make Application Thereof:

The Contractor agrees that Contractor will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails to do so, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice. direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the contract, but in no event shall the provisions of this section be construed to impose any obligations upon the Owner to either the Contractor or Contractor's Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

18. Acceptance of Final Payment as Release

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however. final or otherwise. shall operate to release the Contractor or its sureties from any obligations under this contract or the Performance Bond.

19. **Additional or Substitute Bond**

If at any time the Owner, for justifiable cause, shall be or become dissatisfied with any surety or sureties, then upon the Performance, the Contractor shall within five (5) days after notice from the Owner to do so, substitute an acceptable bond (s) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

20. **Assignments**

The Contractor shall not assign the whole or any part of this contract or any moneys due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this contract.

21. **Mutual Responsibility of Contractors**

If, through acts of neglect on the part of the Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or Subcontractor by agreement or arbitration if such other contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

22. **Separate Contracts**

The Contractor shall coordinate its operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including its Subcontractors, shall keep informed of the progress and detail work of other Contractors and shall notify the Owner immediately of lack of progress or defective workmanship on the part of the other Contractors. Failure of a Contractor to keep informed of the work progressing on the site and failure to provide notice of lack of progress or defective workmanship by others shall be construed as acceptance by Contractor of the status of the work as being satisfactory for proper coordination with its own work.

23. **Subcontracting**

The Contractor shall be as fully responsible to the Owner for the acts and omissions of Contractor's Subcontractors, and of persons either directly employed by them, as Contractor is for the acts and omission of persons directly employed by Contractor.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards of terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

Nothing contained in this contract shall create any contractual relation between any Subcontractor and Owner.

24. **Owner's Authority**

The Owner shall give all orders and directions contemplated under this contract and specifications, relative to the execution of the work. The Owner shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof.

The Owner's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Owner shall be a condition precedent the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Owner shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for the Owner shall be adjusted and determined by the Owner.

25. Use of Premises and Removal of Debris

The Contractor expressly undertakes at its own expense:

a. to take every precaution against injuries to persons or damage to property;

b. to store its apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not duly interfere with the progress of its work or the work of any other Contractor;

c. to place upon the work or any part thereof only such loads as are consistent with the safety of the portion of the work;

d. to clean up frequently all refuse, rubbish, scrap materials, and debris caused by its operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance and, if applicable. to make certain to follow all lead safe work practices as required by EPA's RRP rule and HUD's LSHR where the subject demolition involves a property built prior to 1978.;

e. before final payment to remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from its operations, and to put the site in a neat, orderly condition.

26. **Lands and Rights-of-Way**

Prior to the start of construction, the Owner shall obtain all lands and right-of-way necessary for the carrying out and completion of work to be performed under this contract.

27. **General Guaranty**

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

28. **Conflicting Conditions**

Any provisions in any of the contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

29. **Required Provisions Deemed Inserted**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as through it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

30. **Protection of Lives and Health**

The contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of its prosecution of the work. The safety provision of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the Owner may determine to be reasonably necessary. In addition. Contractor shall follow all RRP rule and LSHR requirements to assure that lead safe work practices are being followed when the structure to be demolished was built prior to 1978.

31. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex color, national origin, or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment of recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employee and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex color, national origin, or disability.

c. The Contractor will send to each labor union or representative of workers with which it has collective bargaining agreements of other contracts or understandings, a notice to be provided advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto and will permit access to its books, records, and accounts by the Department of Housing and Urban Development (HUD) and the Secretary of Labor for purposes of investigation to ascertain compliance with such mles, regulations and orders.

f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts of federally-assisted construction contracts, in accordance with procedures authorized in Executive Order No. 1 1246 of September 24, 1965, and such other sanction as may be imposed and remedies invoked as provided in Executive Order No. 11246, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor.

32. Interest of Member of Congress

No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

33. Other Prohibited Interests

No Official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and or behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, or in any part thereof, any material supply contract, subcontract, or any other contract pertaining to the project.

34. Suspension of Work

Should the Owner be prevented or enjoined from proceeding with work either or after the stan of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

35. **Employment Practices**

The Contractor (l) shall, to the greatest extent practicable, follow hiring and employment practices for work on the project which will provide new job opportunities for the unemployed and underemployed, and (2) shall insert or cause to be inserted the same provision in each construction subcontract.

CONTRACTOR ACKNOWLEDGMENT

I have received a copy of the 21 page "Specifications and Contract Documents for the Demolition of Structures and Clearance of Properties for the City of Tyler, Texas".

_____ _____

Contractor Signature Date Received

Please PRINT your name (as it appears on your social security card) and company name (if any) below.

_____

Your Name and Title (Owner, Manager, etc.)

_____

Company Name

_____

Mailing Address

_____

City, State, Zip Code

_____

Phone Number(s)

_____

Federal Tax ID

CITY AND OTHER INDEMNIFIED

Contractor agrees to indemnify, hold harmless and defend the City, City's officers, agents and employees, from and against all liability for any and all claims and damages of every kind for injuries to persons including death, property damage including loss of use, and expenses including attorney's fees

arising out of or resulting from the performance of this Agreement and caused in whole or in part, diretly or indirectly, by the negligent or intentional acts or omissions of Contractors, any Subcontractor, or anyone for whose acts the Contractor or Subcontractor may be liable, regardless of whether or not such claims or damages occurred on property belonging to The City.

STATUTES TO BE COMPLIED WITH:

CONTRACTOR agrees to comply with the Workmen's Compensation Act of State of Texas and to pay or cause to be paid all compensation, medical or hospital bills which may become due and payable thereunder, and to protect and indemnify CITY from and against any and all liability by reason of injury of employees of Contractor. Contractor shall furnish CITY with a Certificate from its Insurance Carrier evidencing Contractor's compliance therewith.

CONTRACTOR AGREES TO COMPLY WITH ABOVE REQUIREMENTS IN CONNECTION WITH SERVICES AND/OR WORK COVERED UNDER THIS PROJECT.

PROJECT: Bid No. _____

DATE:_____

_____
(Contractor-Printed)

BY: _____
(Signature)

BY: _____
(Name-Printed)

BY: _____
(Title-Printed)

STATE OF TEXAS §
COUNTY OF SMITH§

This instrument was acknowledged before me on the _____ day of _____, 2025. By _____, on behalf of CONTRACTOR.

_____
Notary Public in and for the State of Texas

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-7

Date: August 27, 2025

Subject: Request that the City Council consider authorizing the application for and the acceptance of Federal Transit Administration funding that is passed through a Texas Department of Transportation (TxDOT) Grant to use for Tyler Transit Urbanized Area (UZA) in the amount of $200,000 along with the acceptance of $40,000 in Transportation Development Credits (TDC).

Item Reference:

NDMJ has always applied for the Rural Funds for the Tyler UZA. NDMJ was purchased by the East Texas Council of Governments, ETCOG, and they are not allowed to apply for those funds. Tyler Transit System, with the assistance of grant funding from the Federal Transit Administration (FTA) and the Texas Department of Transportation (TxDOT) under the Section 5310 Mobility of Seniors and Individuals with Disabilities Grant, will pass these funds on to be utilized for the Tyler UZA.

The terms for this grant project number (State-U-2026-Tyler-00033) includes funds in the amount of $200,000 to help cover operating expenses for transit services provided by ETCOG in the Urbanized Area of Tyler. Tyler Transit will be utilizing the current Inter-Local Agreement with ETCOG for their monthly service of this Grant.

There is no Tyler local funds, equipment, staff, or action required for Tyler Transit to do this service.

The $40,000 in Transportation Development Credit (TDC) funds for this project will be utilized to meet the required local match for this request.

RECOMMENDATION:

Request that the City Council consider authorizing the application for and the acceptance of Federal Transit Administration funding that is passed through a Texas Department of Transportation (TxDOT) Grant to use for Tyler Transit Urbanized Area (UZA) in the amount of $200,000 along with the acceptance of $40,000 in Transportation Development Credits (TDC).

Attachments:
07b_PTN_MO_July_2025
FY25 5310 UZA Resolution_legaledits_ab_08.06.25.docx

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

Edited/Submitted By:
City Manager

TEXAS TRANSPORTATION COMMISSION

VARIOUS Counties **MINUTE ORDER**

ALL Districts

The Texas Transportation Commission (commission) desires to award a total of $95,714,109 in state and Federal Transit Administration (FTA) program funds to support a variety of public transportation needs in rural and urbanized areas of the state.

Of the amounts appropriated to the Texas Department of Transportation (department) by the General Appropriations Act, 89th Texas Legislature, Regular Session, 2025, $73,752,134 was appropriated for urban and rural public transportation systems for the 2026-2027 biennium. Title 43, Texas Administrative Code (TAC), §31.11 establishes a formula by which state public transportation funds shall be distributed to the large urban, small urban and rural areas of the state. An award of $36,400,464 of Fiscal Year (FY) 2026 state funds to the transit districts serving the large and small urbanized areas and to rural transit districts is shown in exhibit A and has been determined in accordance with §31.11.

Title 43, TAC, §31.31 establishes a formula by which public transportation funds shall be distributed under the FTA Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities program (49 U.S.C. §5310). An award of $12,523,034 of federal §5310 funds is shown in exhibit b and has been determined in accordance with §31.31.

Title 43, TAC, §31.36(f) establishes a formula by which public transportation funds shall be distributed under the FTA Formula Grants for Rural Areas program (49 U.S.C. §5311). An award of $46,790,611 of federal §5311 funds is shown in exhibit C and has been determined in accordance with §31.36(f).

Transportation Code, Chapter 455 assigns a broad spectrum of public transportation roles and missions to the department.

Transportation Code, Chapter 456 authorizes the commission to administer funds appropriated for public transportation.

IT IS THEREFORE ORDERED by the commission that the executive director or the director's designee is directed to proceed with the awards in exhibits A-C, submit the necessary state applications to the FTA, and enter into the necessary contracts.

Submitted and reviewed by:

DocuSigned by:
Eric Gleason
C570CB3DE9C24B0...
Director, Public Transportation Division

Recommended by:

DocuSigned by:
Mark Williams
0E1B35AE191749E...
Executive Director

116975 July 31, 2025
Minute Number | Date Passed

EXHIBIT A
AWARD of STATE FY 2026 FUNDS

Large Urbanized Area	Award Amount
Amarillo	$377,787
Brownsville	$626,583
College Station-Bryan	$937,285
Killeen	$433,614
Laredo	$603,669
Lubbock	$638,831
McAllen	$584,638
McKinney-Frisco	$457,984
The Woodlands-Conroe	$522,456
Total	**$5,182,847**

Small Urbanized Area	Award Amount
Abilene	$465,097
Arlington	$341,663
Beaumont	$486,138
Eagle Pass	$284,612
Galveston-Texas City (Galveston, city of)	$410,483
Galveston-Texas City (Gulf Coast Transit District)	$441,142
Grand Prairie	$170,584
Harlingen	$341,894
Lake Jackson	$243,906
Longview	$359,748
Mesquite	$142,455
Midland	$387,308
New Braunfels	$331,168
North Richland Hills	$116,134
Odessa	$411,660
Port Arthur	$401,707
San Angelo	$409,490
San Marcos	$293,197
Sherman-Denison	$196,466
Temple	$363,235
Texarkana	$388,961
Tyler	$414,930
Victoria	$300,591
Waco	$640,515
Wichita Falls	$391,626
Total	**$8,734,710**

EXHIBIT A
AWARD of STATE FY 2026 FUNDS

Rural Transit District	Formula Award
Alamo Area Council of Governments	$1,242,546
Ark-Tex Council of Governments	$714,503
Aspermont Small Business Development Center, Inc.	$260,032
Brazos Transit District	$1,844,494
Capital Area Rural Transportation System (CARTS)	$1,340,621
Central Texas Rural Transit District	$812,106
Cleburne, city of	$374,384
Colorado Valley Transit, Inc.	$493,518
Concho Valley Transit District	$510,104
Del Rio, city of	$370,047
East Texas Council of Governments	$1,413,969
El Paso, county of	$628,308
Fort Bend, county of	$286,190
Golden Crescent Regional Planning Commission	$664,770
Gulf Coast Transit District	$335,093
Heart of Texas Council of Governments	$411,523
Hill Country Transit District	$485,518
Kleberg County Human Services	$320,479
Lower Rio Grande Valley Development Council	$698,157
McLennan County Rural Transit District	$292,830
Panhandle Community Services	$1,011,140
Public Transit Services	$491,819
Rolling Plains Management Corporation	$543,776
Rural Economic Assistance League, Inc.	$679,929
Senior Center Resources and Public Transit, Inc.	$425,543
South East Texas Regional Planning Commission	$527,686
South Padre Island, city of	$732,581
South Plains Community Action Association, Inc.	$787,881
Southwest Area Regional Transit District	$603,066
SPAN, Inc.	$323,260
STAR Transit	$477,446
Texoma Area Paratransit System, Inc.	$601,413
The Transit System, Inc.	$286,173
Webb County Community Action Agency	$285,243
West Texas Opportunities, Inc.	$1,206,759
Total	**$22,482,907**
Grand Total FY 2026 State Funds	**$36,400,464**

EXHIBIT B
AWARD of FEDERAL §5310 FUNDS TO SMALL URBAN AND RURAL AREAS

Agency	Award Amount
Alamo Area Council of Governments	$75,000
Ark-Tex Council of Governments	$280,000
Bluebonnet Trails Community Services	$126,546
Brazos Transit District	$197,587
Central Texas Rural Transit District	$1,516,854
Coastal Bend Center for Independent Living	$213,455
Colorado Valley Transit, Inc.	$390,000
Concho Valley Economic Development District, Inc.	$636,748
Concho Valley Transit District	$762,687
East Texas Council of Governments	$770,000
Galveston, city of	$212,879
Jim Hogg, county of	$16,000
Kleberg County Human Services	$70,000
Longview, city of	$100,000
McLennan County Rural Transit District	$173,845
Meals on Wheels Montgomery County	$160,000
Mounting Horizons	$342,000
Odessa, city of	$50,000
Project Amistad	$92,000
Rolling Plains Management Corporation	$831,500
Rural Economic Assistance League, Inc.	$210,572
Senior Center Resources and Public Transit, Inc.	$190,000
South East Texas Regional Planning Commission	$380,000
South Plains Community Action Association, Inc.	$2,087,564
Southwest Area Regional Transit District	$1,097,792
SPAN, Inc.	$2,500
STAR Transit	$105,000
Texoma Area Paratransit System, Inc.	$61,993
The Transit System, Inc.	$205,040
The Valley Association for Independent Living, Inc.	$151,650
Tyler, city of	$200,000
Waco, city of	$358,322
West Texas Opportunities, Inc.	$172,000
Wichita Falls, city of	$283,500
Total	**$12,523,034**

EXHIBIT C

AWARD of FEDERAL §5311 FUNDS TO RURAL TRANSPORTATION PROVIDERS

Rural Transit District	Award Amount
Alamo Area Council of Governments	$2,469,789
Ark-Tex Council of Governments	$1,569,657
Aspermont Small Business Development Center, Inc.	$645,731
Brazos Transit District	$3,800,602
Capital Area Rural Transportation System (CARTS)	$2,437,534
Central Texas Rural Transit District	$2,103,060
Cleburne, city of	$670,911
Colorado Valley Transit, Inc.	$938,655
Concho Valley Transit District	$973,065
Del Rio, city of	$544,787
East Texas Council of Governments	$2,933,167
El Paso, county of	$2,496,007
Fort Bend, county of	$503,006
Golden Crescent Regional Planning Commission	$1,412,874
Gulf Coast Transit District	$491,437
Heart of Texas Council of Governments	$907,688
Hill Country Transit District	$806,656
Kleberg County Human Services	$504,350
Lower Rio Grande Valley Development Council	$1,377,638
McLennan County Rural Transit District	$794,589
Panhandle Community Services	$2,282,768
Public Transit Services	$937,175
Rolling Plains Management Corporation	$1,204,819
Rural Economic Assistance League, Inc.	$1,771,793
Senior Center Resources and Public Transit, Inc.	$838,260
South East Texas Regional Planning Commission	$967,350
South Padre Island, city of	$760,787
South Plains Community Action Association, Inc.	$1,879,625
Southwest Area Regional Transit District	$1,001,461
SPAN, Inc.	$619,107
STAR Transit	$899,241
Texoma Area Paratransit System, Inc.	$1,103,128
The Transit System, Inc.	$610,404
Webb County Community Action Agency	$540,633
West Texas Opportunities, Inc.	$2,992,857
Total	**$46,790,611**

RESOLUTION NO. R-2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AUTHORIZING THE APPLICATION FOR FEDERAL TRANSIT ADMINISTRATION (FTA) GRANT FUNDS FOR PUBLIC TRANSPORTATION SERVICES IN THE TYLER TRANSIT URBANIZED AREA (UZA), AS PASSED THROUGH TO THE CITY OF TYLER BY TxDOT; AUTHORIZING ACCEPTANCE OF THE FY2025 FTA TX-5310 GRANT IN THE AMOUNT OF $200,000 FOR OPERATING ELDERLY AND DISABLED (ED) TRANSIT SERVICES, INCLUDING ANY GRANT AMENDMENTS TO INCREASE FUNDING LEVELS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 4, 2025, the City of Tyler was notified by the Federal Transit Administration (FTA) to make an application requesting $200,000 for public transportation assistance for Tyler Transit UZA; and

WHEREAS, the Federal Transit Administration has stated that a Grant offer totaling $200,000 should be made; and

WHEREAS, it is necessary for the City Council to authorize submission of the application for FTA funds, as well as acceptance of the FY2025 FTA UZA Grant TX-5310 Main Grant in the amount of $200,000 and any grant amendments to increase the grant funding levels, along with; and

WHEREAS, this grant supplies reimbursement for the Transit Department's operating costs for the UZA. If the City of Tyler did not receive this grant, there would not be any transportation in the UZA area beyond the City's regular service ; and

WHEREAS, the City of Tyler intends to utilize its existing interlocal agreement with the East Texas Council of Governments (ETCOG) to operate the UZA service on the City's behalf; and

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

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

PART 1: That the Application for Federal Assistance for Project No. TX-5310 Main UZA Grant requesting $200,000 for Operating for the UZA surrounding the City of Tyler Transit and including all understandings and assurances contained therein, is hereby authorized and approved.

PART 2: That the City of Tyler hereby accepts the grant funding to provide transit services within the designated Urbanized Area (UZA) and authorizes the continuation of service provision through the existing interlocal agreement with the Regional transit agency.

PART 3: That the City Manager's filing of the grant application, and all actions taken in connection therewith, is hereby affirmed.

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

PART 5: That the City Manager is hereby authorized and directed to accept the grant for Project No. TX-5310 for Operating, and any grant amendments to increase the funding levels.

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

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

PART 8: That the City Council hereby resolves and affirms to the Federal Transit Administration that the City of Tyler has legal authority to apply for the grant and to finance and carry out the proposed project.

PART 9: That this Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED on this the 27th day of August , 2025.

_____

DONALD P. WARREN, MAYOR OF

THE CITY OF TYLER, TEXAS

ATTEST:

_____

CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____

DEBORAH G. PULLUM, CITY ATTORNEY

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-8

Date: August 27, 2025

Subject: Request that the City Council consider authorizing the application for and the acceptance of a Texas Department of Transportation (TxDOT) Grant for Urban State Funds to use for Tyler Transit in the amount of $414,930.

Item Reference:

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

The terms for this grant project number (State-U-2026-Tyler-00033) includes funds in the amount of $414,930 to help cover operating expenses for transit services provided by Tyler Transit. These funds will be used to help reduce local match required from the general fund. We have had access to these funds each year since 2017.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the application for and acceptance of TxDOT Urban State Funds in the amount of $414,930.

Attachments:
07b_PTN_MO_July_2025
RESOLUTION FY25 Small Urban Area Grant Funds.docx

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

Edited/Submitted By:
City Manager

TEXAS TRANSPORTATION COMMISSION

VARIOUS Counties **MINUTE ORDER**

ALL Districts

The Texas Transportation Commission (commission) desires to award a total of $95,714,109 in state and Federal Transit Administration (FTA) program funds to support a variety of public transportation needs in rural and urbanized areas of the state.

Of the amounts appropriated to the Texas Department of Transportation (department) by the General Appropriations Act, 89th Texas Legislature, Regular Session, 2025, $73,752,134 was appropriated for urban and rural public transportation systems for the 2026-2027 biennium. Title 43, Texas Administrative Code (TAC), §31.11 establishes a formula by which state public transportation funds shall be distributed to the large urban, small urban and rural areas of the state. An award of $36,400,464 of Fiscal Year (FY) 2026 state funds to the transit districts serving the large and small urbanized areas and to rural transit districts is shown in exhibit A and has been determined in accordance with §31.11.

Title 43, TAC, §31.31 establishes a formula by which public transportation funds shall be distributed under the FTA Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities program (49 U.S.C. §5310). An award of $12,523,034 of federal §5310 funds is shown in exhibit b and has been determined in accordance with §31.31.

Title 43, TAC, §31.36(f) establishes a formula by which public transportation funds shall be distributed under the FTA Formula Grants for Rural Areas program (49 U.S.C. §5311). An award of $46,790,611 of federal §5311 funds is shown in exhibit C and has been determined in accordance with §31.36(f).

Transportation Code, Chapter 455 assigns a broad spectrum of public transportation roles and missions to the department.

Transportation Code, Chapter 456 authorizes the commission to administer funds appropriated for public transportation.

IT IS THEREFORE ORDERED by the commission that the executive director or the director's designee is directed to proceed with the awards in exhibits A-C, submit the necessary state applications to the FTA, and enter into the necessary contracts.

Submitted and reviewed by:

DocuSigned by:
Eric Gleason
C570CB3DE9C24B0...
Director, Public Transportation Division

Recommended by:

DocuSigned by:
Mark Williams
0E1B35AE191749E...
Executive Director

116975 July 31, 2025
Minute Number | Date Passed

EXHIBIT A
AWARD of STATE FY 2026 FUNDS

Large Urbanized Area	Award Amount
Amarillo	$377,787
Brownsville	$626,583
College Station-Bryan	$937,285
Killeen	$433,614
Laredo	$603,669
Lubbock	$638,831
McAllen	$584,638
McKinney-Frisco	$457,984
The Woodlands-Conroe	$522,456
Total	**$5,182,847**

Small Urbanized Area	Award Amount
Abilene	$465,097
Arlington	$341,663
Beaumont	$486,138
Eagle Pass	$284,612
Galveston-Texas City (Galveston, city of)	$410,483
Galveston-Texas City (Gulf Coast Transit District)	$441,142
Grand Prairie	$170,584
Harlingen	$341,894
Lake Jackson	$243,906
Longview	$359,748
Mesquite	$142,455
Midland	$387,308
New Braunfels	$331,168
North Richland Hills	$116,134
Odessa	$411,660
Port Arthur	$401,707
San Angelo	$409,490
San Marcos	$293,197
Sherman-Denison	$196,466
Temple	$363,235
Texarkana	$388,961
Tyler	$414,930
Victoria	$300,591
Waco	$640,515
Wichita Falls	$391,626
Total	**$8,734,710**

EXHIBIT A
AWARD of STATE FY 2026 FUNDS

Rural Transit District	Formula Award
Alamo Area Council of Governments	$1,242,546
Ark-Tex Council of Governments	$714,503
Aspermont Small Business Development Center, Inc.	$260,032
Brazos Transit District	$1,844,494
Capital Area Rural Transportation System (CARTS)	$1,340,621
Central Texas Rural Transit District	$812,106
Cleburne, city of	$374,384
Colorado Valley Transit, Inc.	$493,518
Concho Valley Transit District	$510,104
Del Rio, city of	$370,047
East Texas Council of Governments	$1,413,969
El Paso, county of	$628,308
Fort Bend, county of	$286,190
Golden Crescent Regional Planning Commission	$664,770
Gulf Coast Transit District	$335,093
Heart of Texas Council of Governments	$411,523
Hill Country Transit District	$485,518
Kleberg County Human Services	$320,479
Lower Rio Grande Valley Development Council	$698,157
McLennan County Rural Transit District	$292,830
Panhandle Community Services	$1,011,140
Public Transit Services	$491,819
Rolling Plains Management Corporation	$543,776
Rural Economic Assistance League, Inc.	$679,929
Senior Center Resources and Public Transit, Inc.	$425,543
South East Texas Regional Planning Commission	$527,686
South Padre Island, city of	$732,581
South Plains Community Action Association, Inc.	$787,881
Southwest Area Regional Transit District	$603,066
SPAN, Inc.	$323,260
STAR Transit	$477,446
Texoma Area Paratransit System, Inc.	$601,413
The Transit System, Inc.	$286,173
Webb County Community Action Agency	$285,243
West Texas Opportunities, Inc.	$1,206,759
Total	**$22,482,907**
Grand Total FY 2026 State Funds	**$36,400,464**

EXHIBIT B
AWARD of FEDERAL §5310 FUNDS TO SMALL URBAN AND RURAL AREAS

Agency	Award Amount
Alamo Area Council of Governments	$75,000
Ark-Tex Council of Governments	$280,000
Bluebonnet Trails Community Services	$126,546
Brazos Transit District	$197,587
Central Texas Rural Transit District	$1,516,854
Coastal Bend Center for Independent Living	$213,455
Colorado Valley Transit, Inc.	$390,000
Concho Valley Economic Development District, Inc.	$636,748
Concho Valley Transit District	$762,687
East Texas Council of Governments	$770,000
Galveston, city of	$212,879
Jim Hogg, county of	$16,000
Kleberg County Human Services	$70,000
Longview, city of	$100,000
McLennan County Rural Transit District	$173,845
Meals on Wheels Montgomery County	$160,000
Mounting Horizons	$342,000
Odessa, city of	$50,000
Project Amistad	$92,000
Rolling Plains Management Corporation	$831,500
Rural Economic Assistance League, Inc.	$210,572
Senior Center Resources and Public Transit, Inc.	$190,000
South East Texas Regional Planning Commission	$380,000
South Plains Community Action Association, Inc.	$2,087,564
Southwest Area Regional Transit District	$1,097,792
SPAN, Inc.	$2,500
STAR Transit	$105,000
Texoma Area Paratransit System, Inc.	$61,993
The Transit System, Inc.	$205,040
The Valley Association for Independent Living, Inc.	$151,650
Tyler, city of	$200,000
Waco, city of	$358,322
West Texas Opportunities, Inc.	$172,000
Wichita Falls, city of	$283,500
Total	**$12,523,034**

EXHIBIT C

AWARD of FEDERAL §5311 FUNDS TO RURAL TRANSPORTATION PROVIDERS

Rural Transit District	Award Amount
Alamo Area Council of Governments	$2,469,789
Ark-Tex Council of Governments	$1,569,657
Aspermont Small Business Development Center, Inc.	$645,731
Brazos Transit District	$3,800,602
Capital Area Rural Transportation System (CARTS)	$2,437,534
Central Texas Rural Transit District	$2,103,060
Cleburne, city of	$670,911
Colorado Valley Transit, Inc.	$938,655
Concho Valley Transit District	$973,065
Del Rio, city of	$544,787
East Texas Council of Governments	$2,933,167
El Paso, county of	$2,496,007
Fort Bend, county of	$503,006
Golden Crescent Regional Planning Commission	$1,412,874
Gulf Coast Transit District	$491,437
Heart of Texas Council of Governments	$907,688
Hill Country Transit District	$806,656
Kleberg County Human Services	$504,350
Lower Rio Grande Valley Development Council	$1,377,638
McLennan County Rural Transit District	$794,589
Panhandle Community Services	$2,282,768
Public Transit Services	$937,175
Rolling Plains Management Corporation	$1,204,819
Rural Economic Assistance League, Inc.	$1,771,793
Senior Center Resources and Public Transit, Inc.	$838,260
South East Texas Regional Planning Commission	$967,350
South Padre Island, city of	$760,787
South Plains Community Action Association, Inc.	$1,879,625
Southwest Area Regional Transit District	$1,001,461
SPAN, Inc.	$619,107
STAR Transit	$899,241
Texoma Area Paratransit System, Inc.	$1,103,128
The Transit System, Inc.	$610,404
Webb County Community Action Agency	$540,633
West Texas Opportunities, Inc.	$2,992,857
Total	**$46,790,611**

RESOLUTION NO. R-2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AUTHORIZING THE APPLICATION FOR FEDERAL TRANSIT ADMINISTRATION GRANT FUNDS FOR PUBLIC TRANSPORTATION SERVICE FOR TYLER TRANSIT; AUTHORIZING ACCEPTANCE OF STATE URBAN GRANT STATE-U-2026-TYLER-00033 ALONG WITH ANY GRANT AMENDMENTS TO INCREASE THE GRANT FUNDING LEVELS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 31, 2025, the City of Tyler was notified by the Texas Department of Transportation (TxDOT) to make an application requesting $414,930 for public transportation assistance for Tyler Transit; and

WHEREAS, the Texas Department of Transportation has stated that a Grant offer totaling $414,930 should be made; and

WHEREAS, it is necessary for the City Council to authorize submission of the application for TxDOT funds, as well as acceptance of TxDOT Grant State-U-2026-00033 and any grant amendments to increase the grant funding levels along with; and

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

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

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

PART 1: That the Application for TxDOT Assistance for Project No. TX-2026-00033 Main Grant requesting $414,930 for public transportation assistance for Tyler Transit and including all understandings and assurances contained therein, is hereby authorized and approved.

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

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

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

PART 5: That the City Manager is hereby authorized and directed to accept the grant for Project No. TX-2026-000-33 Main Grant, and any grant amendments to increase the funding levels.

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

PART 7: That the City Manager is hereby authorized and directed to provide such additional information as may be required by the Texas Department of Transportation.

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

PASSED AND APPROVED on this the 27th day of August, 2025.

_____

DONALD P. WARREN, MAYOR OF

THE CITY OF TYLER, TEXAS

ATTEST:

_____

CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____

DEBORAH G. PULLUM, CITY ATTORNEY

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-9

Date: August 27, 2025

Subject: Request that the City Council consider authorizing the City Manager to enter into an amended agreement with Northchase Development LLC to reimburse costs (not to exceed $1,200,000) associated with East Maple Estates Unit 1 infrastructure improvements in conjunction with the adopted Tax Increment Reinvestment Zone #3 Project and Financing Plan.

Item Reference: **Tax Increment Financing Act Chapter 311**

The Developer is requesting that the City use Tax Increment Reinvestment Zone (TIRZ) #3 as a financing method for costs associated with the construction of the Maple East Estates Unit 1 infrastructure. The proposed development is located within the boundaries of TIRZ #3 and meets the financing requirements outlined in the amended TIRZ #3 Project Plan and Financing Plan.

On September 12, 2024, the TIRZ #3 Board amended the TIRZ #3 Project Plan and Financing Plan based on the updated feasibility study which included the East Maple Estates project.

NorthChase Development LLC plans to develop an approximately 90-acre tract known as East Maple Estates, located at the southwest corner of North Broadway and Northwest Loop 323. The proposed development includes a mix of land uses including a shopping plaza, strip retail plaza, small office buildings, multifamily housing (low-rise), and single-family housing. In 2023, the project received approvals for Zoning (see Exhibit A) and the Preliminary Plat (see Exhibit B). The development envisions adding two new streets, Maple East Drive and Melontree Drive, alongside necessary utility infrastructure.

The northwest corner adjacent to Loop 323 and Broadway is proposed as a shopping plaza totaling approximately 49,000 sf of commercial retail floor space. To the east of the proposed shopping plaza, the site plan provides three three-story buildings with approximately 9,400 sf per floor adjacent to Loop 323. The ground floor will be developed into small office and retail spaces, while the second and third floors will be developed into multifamily housing. It is anticipated that the three buildings will have 18.8 GFA for small office space, 9.4 GLA of strip retail plaza, and 36 dwelling units. The remaining acreage is proposed for single-family detached housing, for 224 dwelling units.

The proposed development is consistent with the Tyler 1st Comprehensive Plan, North End Revitalization Goals which identify the following:

1. Add 3,000 more households to North Tyler and downtown in the next 20 years to create mixed-income neighborhoods.

2. As needed, target public investments, regulations and incentives to attract new households without pushing out existing households.

3. Focus commercial development around targeted mixed-use intersections.

On November 13, 2024, the City Council authorized the City Manager to approve an agreement with NorthChase using TIRZ 3 fund reimbursement for infrastructure costs not to exceed $1,000,000. The agreement requires NorthChase Development to apply for the final plat approval of Unit 1 (see Exhibit C) where most of the reimbursable infrastructure is located. There are also reimbursable costs for a deceleration lane (off North Broadway) required for the development. The requested amendment is to add an additional $200,000 to the agreement for a total cost not to exceed $1,200,000.

NorthChase Development LLC requested that the City participate in the cost of infrastructure improvements associated with Maple East Estates Unit 1. The Engineer's Opinion of Probable Cost (EOPC) totals $1,477,127.09 and is detailed within the attached EOPC.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to enter into an amended agreement with Northchase Development LLC to reimburse costs (not to exceed $1,200,000) associated with East Maple Estates Unit 1 infrastructure improvements in conjunction with the adopted Tax Increment Reinvestment Zone #3 Project and Financing Plan.

Attachments:
East Maple Estates Development Amended Agreement
EOPC East Maple Estates, Phase 1-A - Complete Estimate
Exhibit B P23-009 East Maple Estates Preliminary Plat
Exhibit A East Maple Estates Zoning Map
Exhibit C East Maple Estates Unit 1
2024-09-12_TYL_TIRZ#3_A&R PFP_final

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

Edited/Submitted By:
City Manager

STATE OF TEXAS §
§ **AMENDMENT OF DEVELOPMENT CONTRACT BETWEEN CITY OF TYLER, TEXAS AND NORTHCHASE DEVELOPMENT LLC FOR**
COUNTY OF SMITH § **DEVELOPMENT OF EAST MAPLE ESTATES-UNIT 1 TAX INCREMENT REVINVESTMENT ZONE (TIRZ) #3**

WHEREAS, it is the intent of the City Council to promote the public welfare and to encourage development in North Tyler; and

WHEREAS,

WHEREAS, Developer Northchase Development LLC is in the process of developing East Maple Estates in North Tyler, Texas, at the intersection of North Broadway and Northwest Loop 323; and

WHEREAS, the City of Tyler has adopted a Tax Reinvestment Zone (TIRZ) #3 Project and Financing Plan to promote the installation of orderly and timely infrastructure improvements to benefit all citizens in the area and recognizes the importance and advantages of constructing infrastructure in North Tyler; and

WHEREAS, on November 13, 2024, the City of Tyler, Texas entered into a Development Contract with Northchase Development LLC for development of East Maple Estates-Unit 1, Tax Increment Revinvestment Zone (TIRZ) #3; and

WHEREAS, it is important to make amendments to the Development Agreement approved on November 13, 2024; and

WHEREAS, it is considered to be in the public interest to approve the amendments;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

PART 1: That Section 10 of the 11/13/2024 Development Contract between the City of Tyler and Northchase Development LLC for development of East Maple Estates-Unit 1 is hereby amended to read as follows:

10. City agrees to use TIRZ #3 to finance the cost, including the associated bonding and insurance costs, of the construction of the new infrastructure improvements in Page 1-A of Unit 1, as shown in the EPOC, **in the amount not to exceed ~~$1,000,000.00~~ $1,200,000.00**.

PART 2: That Section 11 of the 11/13/2024 Development Contract between the City of Tyler and Northchase Development LLC for development of East Maple Estates-Unit 1 is hereby amended to read as follows:

11. City agrees City's share of the cost shall be due as the new infrastructure construction work is completed and invoiced by Developer by providing contractor's statements of completed construction improvements. Any cost overruns in the construction of the new infrastructure, above **~~$1,000,000.00~~ $1,200,000.00**, shall be the responsibility of Developer.

PART 3: That all other provisions and requirements in the Development Contract between the City of Tyler and Northchase Development LLC for development of East Maple Estates-Unit 1, as executed on November 13, 2024, and not otherwise affected by the amendments herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment document to be signed this _____day of _____, A. D., 2025.

EXECUTED AND ENTERED INTO this _____ day of _____, 2025.

ATTEST:

_____

City Clerk, Cassandra Brager

CITY OF TYLER, TEXAS ("CITY")

BY: _____

City Manager, Edward Broussard

APPROVED:

_____

City Attorney, Deborah G. Pullum

ATTEST:

_____

Rea S. Boudreaux, P.E., M.B.A.

TITLE: President-The C. T. Brannon Corp

NORTHCHASE DEVELOPMENT LLC

BY: _____

Edward Thompson

TITLE: President/General/Partner

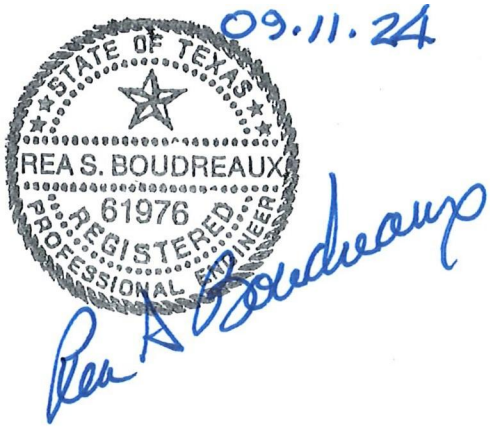
EAST MAPLE ESTATES, PHASE 1-A
NORTHCHASE DEVELOPMENT, LLC.
ENGINEER'S OPINION OF PROBABLE COST

Summary of Proposed Improvements
The Brannon Corporation 22117

SUMMARY SHEET

TOTAL EARTHWORK IMPROVEMENTS: PART 'A'	$147,089.80
TOTAL WATER IMPROVEMENTS: PART 'B'	$166,223.79
TOTAL SANITARY SEWER IMPROVEMENTS: PART 'C'	$77,977.00
TOTAL DRAINAGE IMPROVEMENTS: PART 'D'	$256,694.00
TOTAL PAVING IMPROVEMENTS: PART 'E'	$679,933.00
TOTAL LOOP 323 DECEL LANE AND N. BROADWAY LEFT TURN LANE - PAVING IMPROVEMENTS: PART 'F'	$149,209.50
TOTAL IMPROVEMENTS	**$1,477,127.09**

The above opinion of probable total project construction cost is based upon the Engineer's experience and qualifications, taking into consideration preliminary design and the best information available. The Engineer has no control over the cost of labor and materials, changes in governmental policy , or over competitive bidding and market conditions; therefore, the Engineer does not guarantee the accuracy of such opinions of probable project cost as compared to the contractor's bid. In addition, no allowance has been made for the time value of money as it pertains to the phasing of the subject project.



EAST MAPLE ESTATES, PHASE 1-A

NORTHCHASE DEVELOPMENT, LLC.

Part A - Earthwork Improvements

The Brannon Corporation 22117

Engineer's Estimate

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
Part 'A': Earthwork Improvements				
3	Provide required **insurance**, including Liability Insurance, with the Owner and Engineer named as additional insured, complete for Dollars and Cents per lump sum	1 LS	$ 2,301.00	$ 2,301.00
5.9.3	Provide **construction staking** by RPLS, complete, for Dollars and Cents per lump sum	1 LS	$ 1,890.00	$ 1,890.00
100	Furnish all labor, tools, equipment, supervision, and any other requisite necessary for **preparing right of way** for street right of way and utility easements, including, but not limited to, removal of clearing and grubbing of trees, bushes, undergrowth, stumps, and other vegetation or debris, in accordance with plans and specifications complete and in place, for Dollars and Cents per acre	3.86 AC	$ 9,000.00	$ 34,740.00
110	Furnish all labor, tools, equipment, supervision and any other requisite necessary to perform **excavation** for the site including new streets, drainage ditches, right of ways, and easements, unclassified excavation, (density control), complete and in place, for Dollars and Cents per	19,390 CY	$ 3.23	$ 62,629.70
132	Furnish all labor, tools, equipment, supervision and any other requisite necessary to perform **embankment** for the site including new streets, right of ways, and easements, unclassified excavation, (density control), complete and in place, for Dollars and Cents per	8,694 CY	Non-Bid Item	Non-Bid Item
164	Furnish and install **hydromulch seeding and fertilizer** on disturbed slopes, complete and in place, for Dollars and Cents per square yard	11,500 SY	$ 1.56	$ 17,940.00

EAST MAPLE ESTATES, PHASE 1-A

NORTHCHASE DEVELOPMENT, LLC.

Part A - Earthwork Improvements

The Brannon Corporation 22117

Engineer's Estimate

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
Part 'A': Earthwork Improvements				
506-A	Comply with the **Storm Water Pollution Prevention Plan** for construction activities by installing, maintaining, monitoring, and inspecting erosion control devices and providing the necessary documentation and record keeping for the SWPPP, complete and in place for Dollars and Cents per lump sum	1 LS	$ 1,800.00	$ 1,800.00
506-B	Furnish, install, and maintain **stabilized construction entrance** for erosion control, in place and complete, for Dollars and Cents per each	1 EA	$ 5,616.00	$ 5,616.00
506-C	Furnish, install, and maintain **silt fence** for erosion control, in place and complete, for Dollars and Cents per linear foot	3,070 LF	$ 3.83	$ 11,758.10
506-D	Furnish, install, and maintain **soil retention blankets** for erosion control, in place and complete, for Dollars and Cents per square yard	500 SY	$ 16.83	$ 8,415.00

TOTAL EARTHWORK IMPROVEMENTS: $ 147,089.80

EAST MAPLE ESTATES, PHASE 1-A

NORTHCHASE DEVELOPMENT, LLC.

Part B - Water Improvements

The Brannon Corporation 22117

Engineer's Estimate

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
Part 'B': Water Improvements				
3	Provide a **100% Performance, Payment, and Maintenance Bonds** for water improvements, in approved format, to The City of Tyler, complete for Dollars and Cents per lump sum	1 LS	$ 5,300.00	$ 5,300.00
4	Provide required **insurance**, including Liability Insurance, with the Owner and Engineer named as additional insured, complete for Dollars and Cents per lump sum	1 LS	$ 1,000.00	$ 1,000.00
W-1	Furnish and install **ductile iron fittings**, complete and in place, for Dollars and Cents per pound	957 LB	$ 6.50	$ 6,220.50
W-2	Furnish and install **8-inch AWWA C 900 DR14 PVC water lines**, with tracer wire and standard pipe embedment, complete and in place, for Dollars and Cents per linear foot	1,828 LF	$ 44.90	$ 82,077.20
W-3	Furnish and install **select backfill** in water line trench using on-site material, as required, complete and in place, for Dollars and Cents per linear foot	1,828 LF	$ 2.25	$ 4,113.00
W-4	**Locate and remove existing 8-inch plug, and connect** to existing City of Tyler 8-inch water line in Melontree Drive, complete and in place for Dollars and Cents per lump sum	1 LS	$ 1,400.00	$ 1,400.00
W-5	Furnish and install **8-inch AWWA C-509 resilient seated gate valves and boxes**, complete and in place, for Dollars and Cents per each	3 EA	$ 3,619.00	$ 10,857.00
W-6	Furnish and install standard **3-way fire hydrant**, with 8-inch x 8-inch x 6-inch ductile iron tee, anchor couplings, 6-inch fire hydrant lead, and 6-inch C-509 resilient seated gate valve and box, complete and in place, for Dollars and Cents per each	3 EA	$ 8,191.25	$ 24,573.75
W-7	Furnish and install **12-inch x 8-inch tapping sleeve and valve**, complete and in place, for Dollars and Cents per each	1 EA	$ 5,417.54	$ 5,417.54

EAST MAPLE ESTATES, PHASE 1-A

NORTHCHASE DEVELOPMENT, LLC.

Part B - Water Improvements

The Brannon Corporation 22117

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	Engineer's Estimate UNIT PRICE	TOTAL PRICE
Part 'B': Water Improvements				
W-8	Furnish and install **12-inch steel casing with spacers by horizontal dry directional bore under Broadway Avenue**, complete and in place, for Dollars and Cents per linear foot	60 LF	$ 283.98	$ 17,038.80
W-9	Provide **trench safety** protection per OSHA requirements for trenches greater than 5 ft. in depth, complete and in place, for Dollars and Cents per linear foot	1,828 LF	$ 4.50	$ 8,226.00

TOTAL WATER IMPROVEMENTS: $ 166,223.79

EAST MAPLE ESTATES, PHASE 1-A

NORTHCHASE DEVELOPMENT, LLC.

Part C - Sanitary Sewer Improvements

The Brannon Corporation 22117

Engineer's Estimate

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
Part 'C': Sanitary Sewer Improvements				
SS-1	Furnish and install **8-inch SDR-26 PVC** (ASTM D3034) sanitary sewer with crushed rock embedment (6 to 8 ft depth), complete and in place, for Dollars and Cents per linear foot	263 LF	$ 35.00	$ 9,205.00
SS-2	Furnish and install **8-inch SDR-26 PVC** (ASTM D3034) sanitary sewer with crushed rock embedment (8 to 10-ft depth), complete and in place, for Dollars and Cents per linear foot	149 LF	$ 45.00	$ 6,705.00
SS-3	Furnish and install **8-inch SDR-26 PVC** (ASTM D3034) sanitary sewer with crushed rock embedment (10 to 12-ft depth), complete and in place, for Dollars and Cents per linear foot	149 LF	$ 55.00	$ 8,195.00
SS-4	Furnish and install **10-inch SDR-26 PVC** (ASTM D3034) sanitary sewer with crushed rock embedment (6 to 8-ft depth), complete and in place, for Dollars and Cents per linear foot	92 LF	$ 55.00	$ 5,060.00
SS-5	Furnish and install **10-inch SDR-26 PVC** (ASTM D3034) sanitary sewer with crushed rock embedment (8 to 10-ft depth), complete and in place, for Dollars and Cents per linear foot	92 LF	$ 65.00	$ 5,980.00
SS-6	Provide **trench safety** protection per OSHA requirements for gravity sanitary sewer trenches greater than 5 ft. in depth, for Dollars and Cents per linear foot	744 LF	$ 1.00	$ 744.00

EAST MAPLE ESTATES, PHASE 1-A

NORTHCHASE DEVELOPMENT, LLC.

Part C - Sanitary Sewer Improvements

The Brannon Corporation 22117

Engineer's Estimate

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
Part 'C': Sanitary Sewer Improvements				
SS-7	Furnish and install **select backfill** from on-site for sanitary sewer trenches, as required, complete and in place, for Dollars and Cents per linear foot	744 LF	$ 2.00	$ 1,488.00
SS-8	Furnish and install **additional crushed stone embedment** for sanitary sewer, as required, complete Dollars and Cents per cubic yard	100 CY	$ 75.00	$ 7,500.00
SS-9	Furnish and install standard **4-foot diameter pre-cast concrete manholes** (0 to 6-ft depth), complete and in place, for Dollars and Cents per each	4 EA	$ 4,600.00	$ 18,400.00
SS-10	Furnish and install standard **4-foot diameter precast concrete drop manhole**, complete and in place, for Dollars and Cents per each	1 EA	$ 6,500.00	$ 6,500.00
SS-11	Furnish and install extra **vertical height** for 4-foot diameter precast concrete manholes, complete and in place, for Dollars and Cents per vertical foot	12 VF	$ 250.00	$ 3,000.00
SS-12	**Remove existing concrete manhole** and **184 LF of existing 10" sanitary line**, for Dollars and Cents per lump sum	1 LS	$ 5,200.00	$ 5,200.00

TOTAL SEWER IMPROVEMENTS: $ 77,977.00

EAST MAPLE ESTATES, PHASE 1-A

NORTHCHASE DEVELOPMENTS, LLC.

Part D - Drainage Improvements

The Brannon Corporation 22117

Engineer's Estimate

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
Part 'D': Drainage Improvements				
400-A	Furnish and install **select backfill** for storm sewer using on-site material, as required, complete and in place, for Dollars and Cents per linear foot	1,398 LF	$ 2.00	$ 2,796.00
400-B	Furnish and install **crushed stone bedding** for storm sewer, as required, (quantity based on (1.5 x length x (pipe O.D.+24-inch) x 12-inch depth) / 27), complete and in place, for Dollars and Cents per cubic yard	347 CY	$ 75.00	$ 26,025.00
402	Provide **trench safety** protection per OSHA requirements for trenches greater than 5-foot in depth, complete and in place, for Dollars and Cents per linear foot	1,398 LF	$ 1.00	$ 1,398.00
464-A	Furnish and install **18-inch Class III** Reinforced Concrete Pipe, complete and in place, for Dollars and Cents per linear foot	566 LF	$ 80.00	$ 45,280.00
464-B	Furnish and install **24-inch Class III** Reinforced Concrete Pipe, complete and in place, for Dollars and Cents per linear foot	436 LF	$ 100.00	$ 43,600.00
464-C	Furnish and install **30-inch Class III** Reinforced Concrete Pipe, complete and in place, for Dollars and Cents per linear foot	329 LF	$ 105.00	$ 34,545.00
464-D	Furnish and install **36-inch Class III** Reinforced Concrete Pipe, complete and in place, for Dollars and Cents per linear foot	67 LF	$ 150.00	$ 10,050.00

EAST MAPLE ESTATES, PHASE 1-A

NORTHCHASE DEVELOPMENTS, LLC.

Part D - Drainage Improvements

The Brannon Corporation 22117

Engineer's Estimate

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE

Part 'D': Drainage Improvements

465-A	Furnish and install standard **5-foot concrete curb inlet (5-foot x3-foot I.D.)**, complete and in place, for Dollars and Cents per each	3 EA	$ 7,500.00	$ 22,500.00
465-B	Furnish and install standard **10-foot concrete curb inlet (10-foot x3-foot I.D.)**, complete and in place, for Dollars and Cents per each	3 EA	$ 10,000.00	$ 30,000.00
465-C	Furnish and install standard **4-foot x 4-foot reinforced concrete type-y inlet with 2-foot reinforced concrete pad (4-foot x4-foot I.D.)**, complete and in place, for Dollars and Cents per each	4 EA	$ 6,750.00	$ 27,000.00
466-A	Furnish and install standard **4-foot x 3-foot reinforced concrete junction box with 24-inch riser (4-foot x3-foot I.D.)**, complete and in place, for Dollars and Cents per each	1 EA	$ 3,500.00	$ 3,500.00
466-B	Furnish and install standard **4-foot x 4-foot reinforced concrete junction box with 24-inch riser (4-foot x4-foot I.D.)**, complete and in place, for Dollars and Cents per each	2 EA	$ 5,000.00	$ 10,000.00

TOTAL DRAINAGE IMPROVEMENTS: $ 256,694.00

EAST MAPLE ESTATES, PHASE 1-A

NORTHCHASE DEVELOPMENT, LLC.

Part E - Paving Improvements

The Brannon Corporation 22117

Engineer's Estimate

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
Part 'E': Paving Improvements				
3	Provide a **100% Performance, Payment, and Mainenance Bonds** for paving improvements, in approved format, to The City of Tyler, complete for Dollars and Cents per lump sum	1 LS	$ 35,000.00	$ 35,000.00
4	Provide required **insurance**, including Liability Insurance, with the Owner and Engineer named as additional insured, complete for Dollars and Cents per lump sum	1 LS	$ 15,000.00	$ 15,000.00
5.9.3	Provide **construction staking** by RPLS, complete, for Dollars and Cents per lump sum	1 LS	$ 15,000.00	$ 15,000.00
251	Re-grade, excavate and **prepare subgrade** as required, after storm sewer and utilities installation, complete and in place, for Dollars and Cents per square yard	7,739 SY	$ 4.00	$ 30,956.00
275-A	Furnish and apply **cement treatment** (application rate=27lbs/sy) (quantity calcuated on 7,739 sy), complete and in place, for Dollars and Cents per ton	105 TN	$ 300.00	$ 31,500.00
275-B	Install **cement treatment** and compact subgrade to 95% standard proctor for streets (8-inches deep) (6-inches from edge of pavement), complete and in place, for Dollars and Cents per square yard	7,739 SY	$ 4.00	$ 30,956.00
334-A	Furnish and install 2-inch compacted thickness **HMAC Type "D" surface course**, (quantity calculation on 6,521 sy + 10%), complete and in place, for Dollars and Cents per ton	790 TON	$ 155.00	$ 122,450.00

EAST MAPLE ESTATES, PHASE 1-A

NORTHCHASE DEVELOPMENT, LLC.

Part E - Paving Improvements

The Brannon Corporation 22117

Engineer's Estimate

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
Part 'E': Paving Improvements				
334-B	Furnish and install 4-inch compacted thickness **HMAC Type "B" base course**, (quantity calculated on 6,521 sy +10%), complete and in place, for Dollars and Cents per ton	1,579 TN	$ 155.00	$ 244,745.00
479	Adjust **water valves to grade** once subgrade treatment is completed, completed and in place, for Dollars and Cents per each	7 EA	$ 300.00	$ 2,100.00
531	Furnish and install standard 4-inch thick reinforced **concrete sidewalk ramps** and sidewalk, with 6-inch curbs, and detectable warning, complete and in place, for Dollars and Cents per square yard	102 SY	$ 78.00	$ 7,956.00
529-A	Construct reinforced **concrete valley gutter** complete and in place, for Dollars and Cents per square yard	190 SY	$ 80.00	$ 15,200.00
529-B	Furnish and install standard City of Tyler **6.5-inch reinforced concrete curb and gutter**, excluding curb transitions at inlets complete and in place, for Dollars and Cents per linear foot	2,969 LF	$ 30.00	$ 89,070.00
1000	**Contingency** Dollars and Cents per lump sum	1 LS	$ 40,000.00	$ 40,000.00

TOTAL PAVING IMPROVEMENTS: $ 679,933.00

EAST MAPLE ESTATES, PHASE 1-A

NORTHCHASE DEVELOPMENT, LLC.

Part F - Loop 323 Decel Lane and N. Broadway Left Turn Lane - Paving Improvements

The Brannon Corporation 22117

Engineer's Estimate

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
Part 'F': Turn Lane-Paving Improvements				
105	Furnish all labor, tools, equipment, supervision, and any other requisite necessary for **milling existing shoulder 2-inch depth (Loop 323)**, complete for Dollars and Cents per lump sum	1.00 LS	$ 6,500.00	$ 6,500.00
132	Furnish all labor, tools, equipment, supervision and any other requisite necessary to perform **embankment** (select fill) (density control) from on site, complete and in place, for Dollars and Cents per	150 CY	$ 20.00	$ 3,000.00
164-A	Furnish and broadcast **seeding** for erosion control (seed application rate=1.5#/1000 sf, 2 applications), (application area=9,000 sf), on disturbed slopes, complete and in place, for Dollars and Cents per pound	27 LB	$ 10.00	$ 270.00
164-B	Furnish and install **hydromulch seeding and fertilizer** on disturbed slopes, complete and in place, for Dollars and Cents per square yard	1,000 SY	$ 0.50	$ 500.00
166	Furnish and apply **fertilizer** for erosion control (fertilizer application rate=15#/1000 sf), on disturbed slopes, complete and in place, for Dollars and Cents per pound	135 LB	$ 1.00	$ 135.00
275-A	Furnish and apply **cement treatment** (application rate=27lbs/sy) (quantity calcuated on 1,383 sy), complete and in place, for Dollars and Cents per ton	19 TN	$ 200.00	$ 3,800.00
275-B	Install **cement treatment** and compact subgrade to 95% standard proctor for streets (12-inches deep) (6-inches from edge of pavement) (Loop 323), complete and in place, for Dollars and Cents per square yard	640 SY	$ 4.00	$ 2,560.00

EAST MAPLE ESTATES, PHASE 1-A

NORTHCHASE DEVELOPMENT, LLC.

Part F - Loop 323 Decel Lane and N. Broadway Left Turn Lane - Paving Improvements

The Brannon Corporation 22117

Engineer's Estimate

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
Part 'F': Turn Lane-Paving Improvements				
275-C	Install **cement treatment** and compact subgrade to 95% standard proctor for streets (10-inches deep) (6-inches from edge of pavement) (Broadway), complete and in place, for Dollars and Cents per square yard	743 SY	$ 4.00	$ 2,972.00
334-A	Furnish and install 2-inch compact thickness **HMAC Superpave: SP-C SAC-A PG70-22 surface course** (quantity calculated on 654 sy + 10%) (Loop 323), complete and in place, for Dollars and Cents per ton	80 TN	$ 165.00	$ 13,200.00
334-B	Furnish and install 3-inch compacted thickness **HMAC Type "C" surface course**, (quantity calculated on 695 sy +10%), complete and in place, for Dollars and Cents per ton	127 TN	$ 150.00	$ 19,050.00
334-C	Furnish and install 10-inch compacted thickness **HMAC Superpave: SP-C PG64-22 base course**, (quantity calculated on 654 sy + 10%) (Loop 323), complete and in place, for Dollars and Cents per ton	396 TN	$ 155.00	$ 61,380.00
334-D	Furnish and install 4-inch compacted thickness **HMAC Type "B" base course**, (quantity calculated on 695 sy + 10%) (Broadway), complete and in place, for Dollars and Cents per veritcal square foot	168 TN	$ 150.00	$ 25,200.00
502	Provide **traffic control** during Loop 323 and Broadway construction Dollars and Cents per month	6 MO	$ 200.00	$ 1,200.00

EAST MAPLE ESTATES, PHASE 1-A

NORTHCHASE DEVELOPMENT, LLC.

Part F - Loop 323 Decel Lane and N. Broadway Left Turn Lane - Paving Improvements

The Brannon Corporation 22117

Engineer's Estimate

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
Part 'F': Turn Lane-Paving Improvements				
666-A	Furnish and install permanent **4-inch wide white solid retroreflectorized pavement markings**, Type I (with glass beads), complete and in place, for Dollars and Cents per linear foot	921 LF	$ 1.00	$ 921.00
666-B	Furnish and install permanent **6-inch wide white solid retroreflectorized pavement markings**, Type I (with glass beads), complete and in place, for Dollars and Cents per linear foot	1,249 LF	$ 3.00	$ 3,747.00
666-C	Furnish and install permanent **8-inch wide white solid retroreflectorized pavement markings**, Type I (with glass beads), complete and in place, for Dollars and Cents per linear foot	538 LF	$ 2.50	$ 1,345.00
666-D	Furnish and install permanent **8-inch wide white broken retroreflectorized pavement markings**, Type I (with glass beads), complete and in place, for Dollars and Cents per linear foot	50 LF	$ 2.50	$ 125.00
666-E	Furnish and install permanent **24-inch wide yellow solid retroreflectorized cross hatch**, Type I (with glass beads), complete and in place, for Dollars and Cents per linear foot	126 LF	$ 9.00	$ 1,134.00
666-F	Furnish and install permanent **prefab retroreflectorized pavement marking arrow symbol**, complete and in place, for Dollars and Cents per each	6 EA	$ 150.00	$ 900.00

EAST MAPLE ESTATES, PHASE 1-A

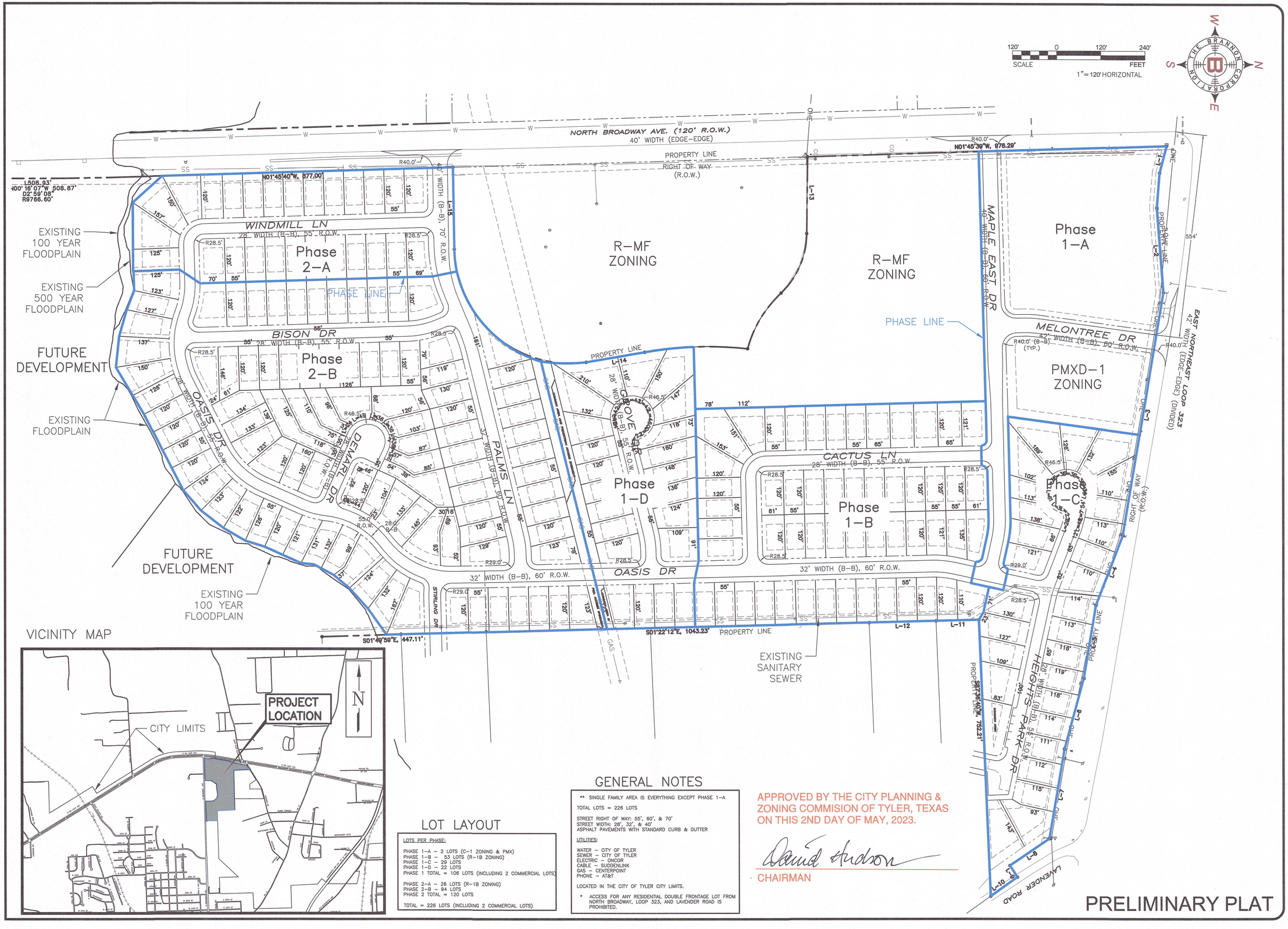
NORTHCHASE DEVELOPMENT, LLC.

Part F - Loop 323 Decel Lane and N. Broadway Left Turn Lane - Paving Improvements

The Brannon Corporation 22117

Engineer's Estimate

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
Part 'F': Turn Lane-Paving Improvements				
666-G	**Eliminate existing pavement marking**, complete, for	2,541 LF	$ 0.50	$ 1,270.50
	Dollars and Cents per linear foot			
TOTAL TURN LANE-PAVING IMPROVEMENTS:				$ 149,209.50



VICINITY MAP

LOT LAYOUT

LOTS PER PHASE:

PHASE 1-A = 2 LOTS (C-1 ZONING & PMX)
PHASE 1-B = 53 LOTS (R-1B ZONING)
PHASE 1-C = 29 LOTS
PHASE 1-D = 22 LOTS
PHASE 1 TOTAL = 106 LOTS (INCLUDING 2 COMMERCIAL LOTS)

PHASE 2-A = 26 LOTS (R-1B ZONING)
PHASE 2-B = 94 LOTS
PHASE 2 TOTAL = 120 LOTS

TOTAL = 226 LOTS (INCLUDING 2 COMMERCIAL LOTS)

GENERAL NOTES

** SINGLE FAMILY AREA IS EVERYTHING EXCEPT PHASE 1-A

TOTAL LOTS = 226 LOTS

STREET RIGHT OF WAY: 55', 60', & 70'
STREET WIDTH: 28', 32', & 40'
ASPHALT PAVEMENTS WITH STANDARD CURB & GUTTER

UTILITIES:

WATER - CITY OF TYLER
SEWER - CITY OF TYLER
ELECTRIC - ONCOR
CABLE - SUDDENLINK
GAS - CENTERPOINT
PHONE - AT&T

LOCATED IN THE CITY OF TYLER CITY LIMITS.

* ACCESS FOR ANY RESIDENTIAL DOUBLE FRONTAGE LOT FROM NORTH BROADWAY, LOOP 323, AND LAVENDER ROAD IS PROHIBITED.

APPROVED BY THE CITY PLANNING & ZONING COMMISION OF TYLER, TEXAS ON THIS 2ND DAY OF MAY, 2023.

David Hudson
CHAIRMAN

PRELIMINARY PLAT

DESIGNED BY: RSB / SFI
DATE: APRIL 2023

STATE OF TEXAS
REA S. BOUDREAUX
61976
REGISTERED PROFESSIONAL ENGINEER
4.26.23

BRANNON CORP
CIVIL ENGINEERS
1321 SOUTH BROADWAY
TYLER, TEXAS 75701
(903) 597-2122
THE C.T. BRANNON CORPORATION
TX FIRM REGISTRATION #F-242
WWW.BRANNONCORP.COM

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PRELIMINARY PLAT
FOR
EAST MAPLE ESTATES
ED THOMPSON
TYLER, SMITH COUNTY, TEXAS

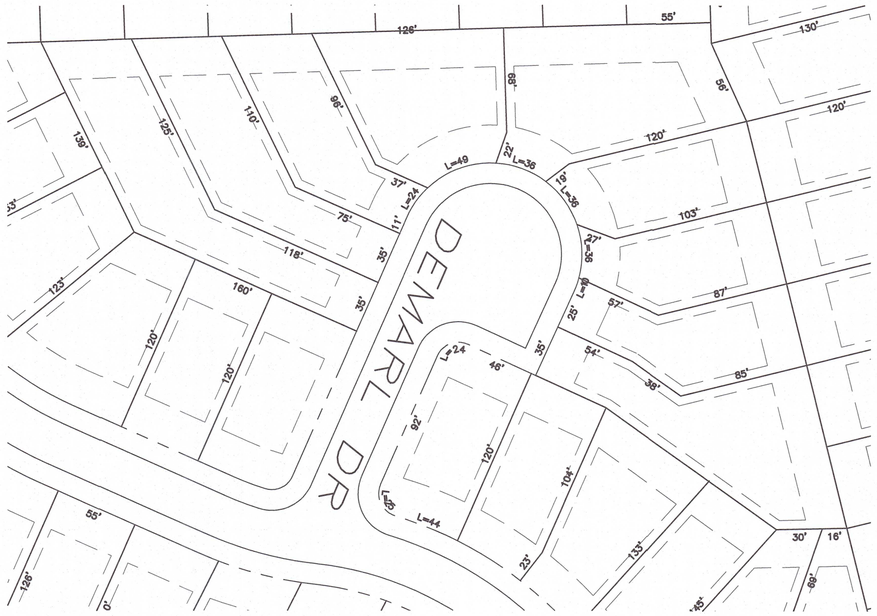
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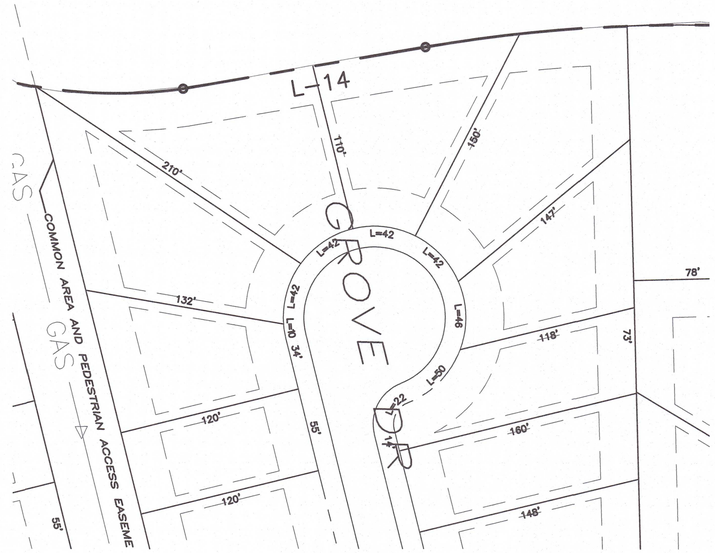
ISSUED FOR:
APPROVAL

PROJECT NO. 22117
SHEET NO. 1.0

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50' 0 50' 100'
SCALE FEET
1"=50' HORIZONTAL





APPROVED BY THE CITY PLANNING & ZONING COMMISION OF TYLER, TEXAS ON THIS 2ND DAY OF MAY, 2023.

CHAIRMAN

CUL-DE-SAC LAYOUTS

DESIGNED BY: RSB / SFI
DATE: APRIL 2023
4-24-23
STATE OF TEXAS
REA S. BOUDREAUX
61976
REGISTERED PROFESSIONAL ENGINEER

BRANNON CORP
CIVIL ENGINEERS
THE C.T. BRANNON CORPORATION
TX FIRM REGISTRATION #F-242
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1321 SOUTH BROADWAY
TYLER, TX 75701
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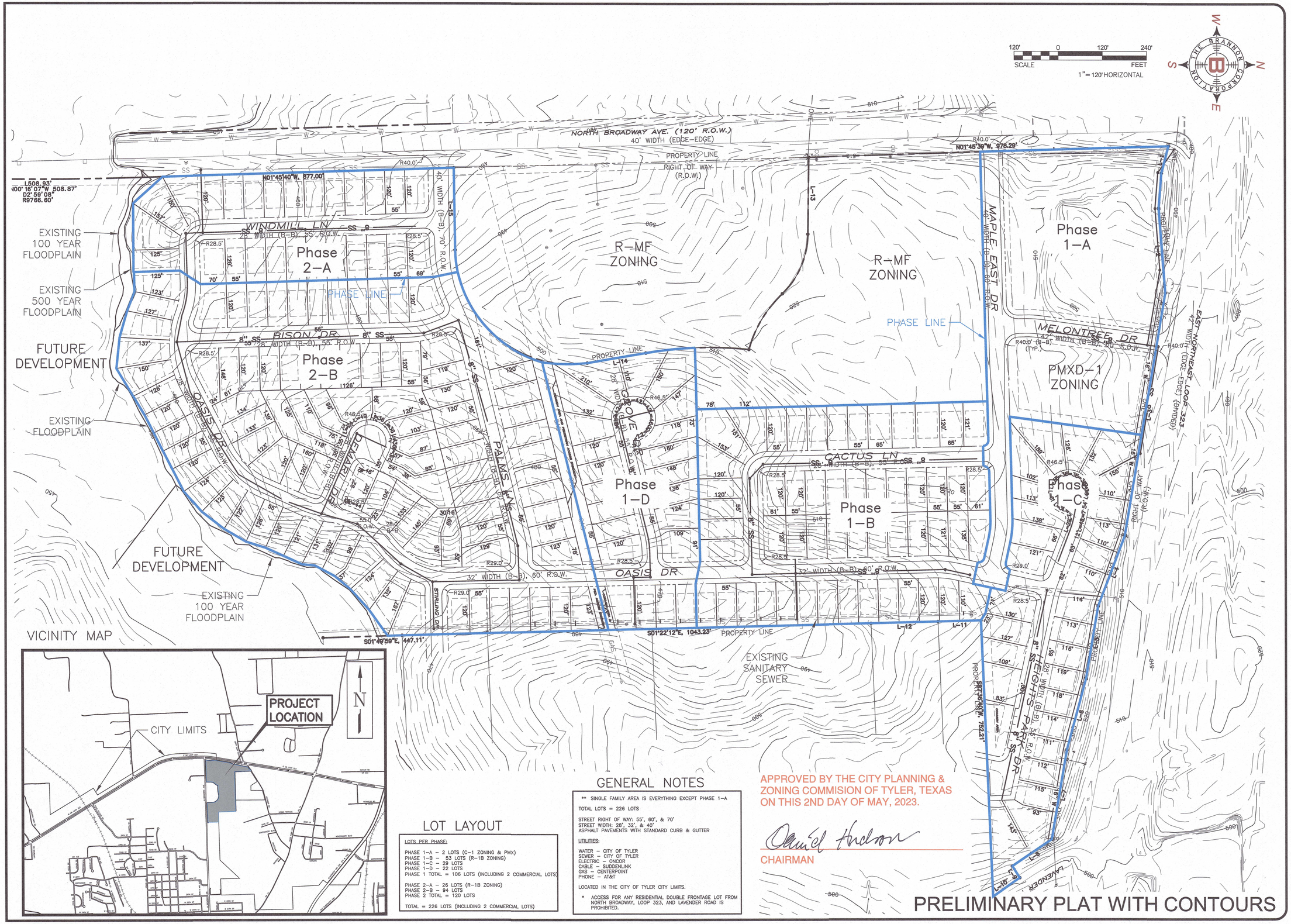
PRELIMINARY PLAT
FOR
EAST MAPLE ESTATES
ED THOMPSON
TYLER, SMITH COUNTY, TEXAS

NO	DATE	REVISIONS REMARKS

ISSUED FOR:
APPROVAL

PROJECT NO. 22117
SHEET NO. 1.1

22117-Preliminary Plat.dwg



VICINITY MAP

LOT LAYOUT

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STREET WIDTH: 28', 32', & 40'
ASPHALT PAVEMENTS WITH STANDARD CURB & GUTTER

UTILITIES:

WATER – CITY OF TYLER
SEWER – CITY OF TYLER
ELECTRIC – ONCOR
CABLE – SUDDENLINK
GAS – CENTERPOINT
PHONE – AT&T

LOCATED IN THE CITY OF TYLER CITY LIMITS.

* ACCESS FOR ANY RESIDENTIAL DOUBLE FRONTAGE LOT FROM NORTH BROADWAY, LOOP 323, AND LAVENDER ROAD IS PROHIBITED.

APPROVED BY THE CITY PLANNING & ZONING COMMISION OF TYLER, TEXAS ON THIS 2ND DAY OF MAY, 2023.

CHAIRMAN

PRELIMINARY PLAT WITH CONTOURS

DESIGNED BY: RSB / SFI
DATE: APRIL 2023

STATE OF TEXAS
REA S. BOUDREAUX
61976
REGISTERED PROFESSIONAL ENGINEER
04.26.23

THE BRANNON CORPORATION
1321 SOUTH BROADWAY
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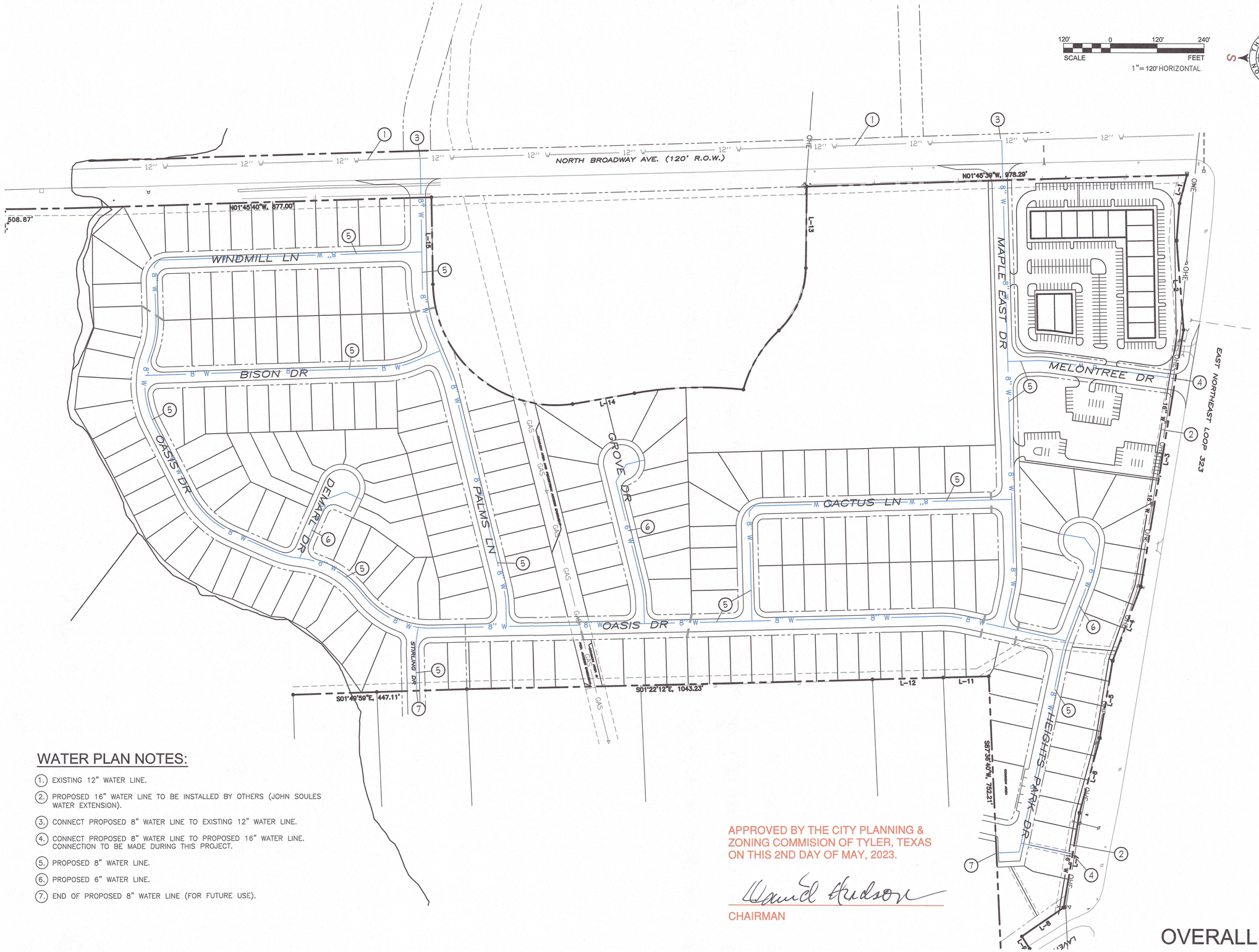
NO	DATE	REVISIONS REMARKS

ISSUED FOR:
APPROVAL

PROJECT NO. 22117

SHEET NO. 2.0

22117-Preliminary Plat.dwg



WATER PLAN NOTES:

1. EXISTING 12" WATER LINE.
2. PROPOSED 16" WATER LINE TO BE INSTALLED BY OTHERS (JOHN SOULES WATER EXTENSION).
3. CONNECT PROPOSED 8" WATER LINE TO EXISTING 12" WATER LINE.
4. CONNECT PROPOSED 8" WATER LINE TO PROPOSED 16" WATER LINE. CONNECTION TO BE MADE DURING THIS PROJECT.
5. PROPOSED 8" WATER LINE.
6. PROPOSED 6" WATER LINE.
7. END OF PROPOSED 8" WATER LINE (FOR FUTURE USE).

APPROVED BY THE CITY PLANNING & ZONING COMMISION OF TYLER, TEXAS ON THIS 2ND DAY OF MAY, 2023.

CHAIRMAN

OVERALL WATER

DESIGNED BY: RSB / SFI

DATE: APRIL 2023

STATE OF TEXAS
REA S. BOUDREAUX
61976
REGISTERED PROFESSIONAL ENGINEER
04.24.23

BRANNON CORP
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ED THOMPSON
TYLER, SMITH COUNTY, TEXAS

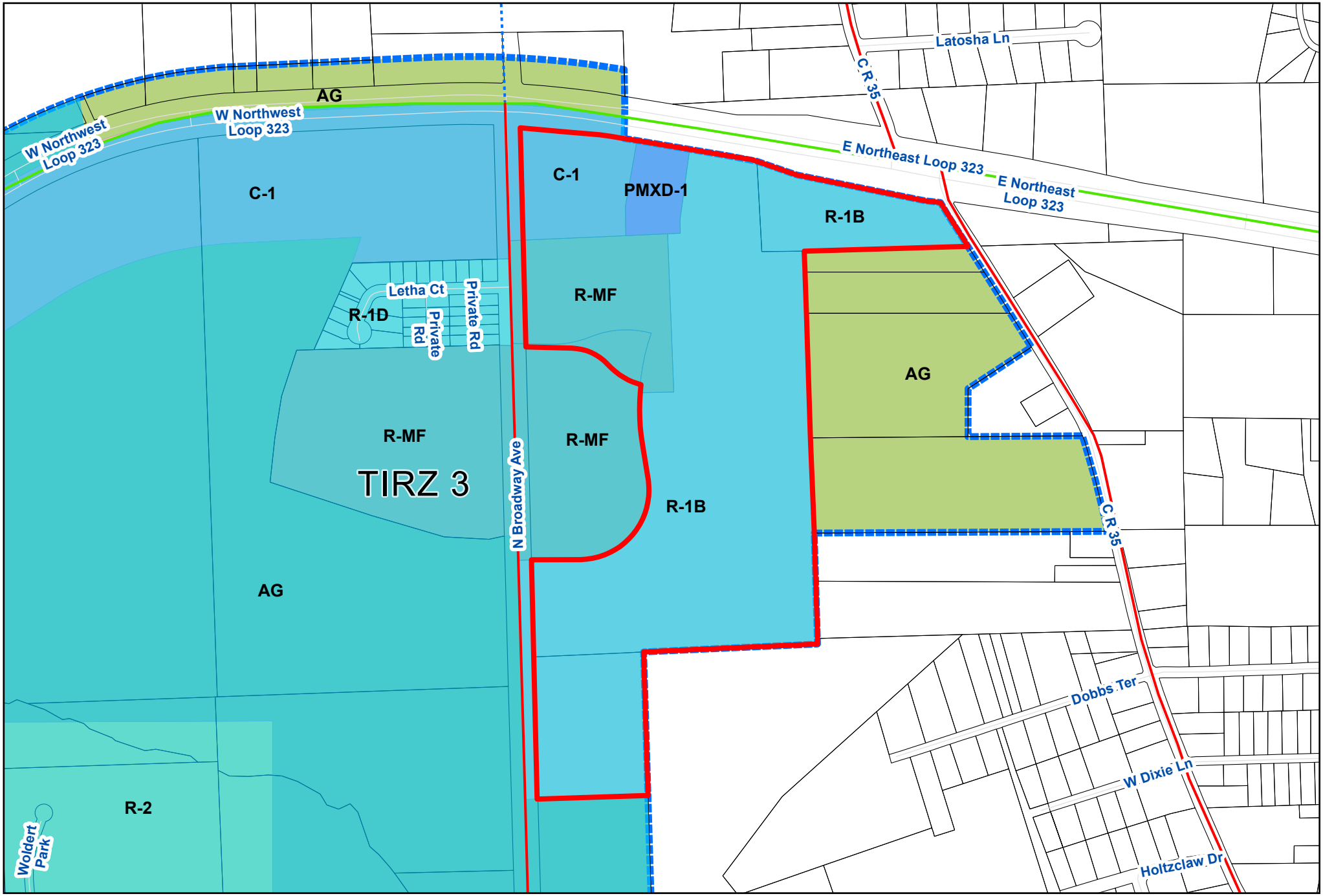
NO.	DATE	REVISIONS REMARKS

ISSUED FOR: APPROVAL

PROJECT NO. 22117

SHEET NO. 2.1

22117-04.0-Overall W&S.dwg



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

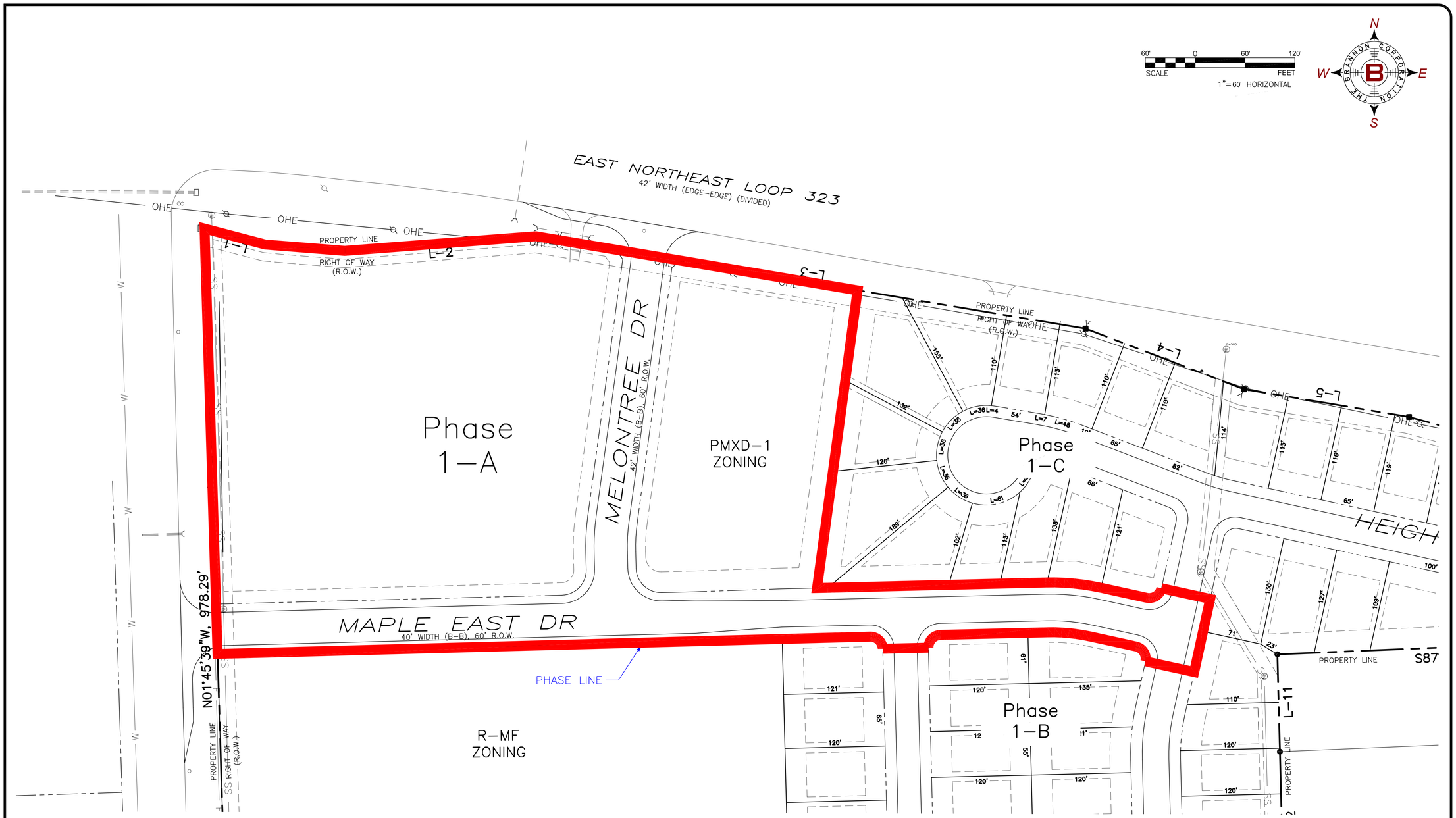
Subject Property

TIRZ 3 Boundary

City Limits

N

350



PHASE 1-A EXHIBIT

DESIGNED BY: RSB / SFI

DATE: JUNE 2023

06.01.23

STATE OF TEXAS
REA S. BOUDREAUX
61976
REGISTERED
PROFESSIONAL ENGINEER

1321 SOUTH BROADWAY
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PRELIMINARY EXHIBIT
FOR
EAST MAPLE ESTATES
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TYLER, SMITH COUNTY, TEXAS

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REVISIONS		
NO.	DATE	REMARKS

ISSUED FOR:

PRELIMINARY REVIEW

PROJECT NO. 22117

SHEET NO. **EX. 1**

22117-Phase 1-A Exhibit.dwg

REINVESTMENT ZONE NUMBER THREE, CITY OF TYLER, TEXAS, AMENDED & RESTATED FINAL PROJECT AND FINANCE PLAN

SEPTEMBER 12, 2024

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SECTION 1: DEFINITIONS

Capitalized terms used in this Amended Plan shall have the meanings given to them in **Section I** below unless otherwise defined in this Amended Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a "Section," or an "Exhibit," shall be a reference to a Section of this Amended Plan or an Exhibit attached to and made a part of this Amended Plan for all purposes.

"**Act**" means Chapter 311, Texas Tax Code, Tax Increment Financing Act, as amended.

"**Administrative Costs**" means the actual, direct costs paid or incurred by or on behalf of the City to administer the Zone, including planning, engineering, legal services, organizational costs, publicizing costs, or implementations costs paid by or on behalf of the City that are directly related to the administration of the Zone.

"**Amended Plan**" means this *Amended and Restated Reinvestment Zone Number Three, City of Tyler, Texas, Final Project and Finance Plan*.

"**Appraisal District**" means the Smith County Appraisal District.

"**Board**" means the Board of Directors for the Zone.

"**Captured Appraised Value**" means the taxable value of the Zone, on a parcel-by-parcel basis for each year during the term of the Zone, as calculated and confirmed annually by the Appraisal Districts, less the Tax Increment Base.

"**City**" means the City of Tyler, Texas.

"**City Council**" means the governing body of the City.

"**City TIRZ Increment**" means the portion of the City's ad valorem tax increment equal to one hundred percent (100%) of the ad valorem real property taxes collected and received by the City on the Captured Appraised Value in the Zone, as further described in **Section 12.1**.

"**College**" means Tyler Junior College District, Texas.

"**College TIRZ Increment**" means the portion of the College's ad valorem tax increment equal to the ad valorem real property taxes collected and received by College on the Captured Appraised Value in the Zone.

"**College Participation Agreement**" means that certain Interlocal Agreement to Participate in Reinvestment Zone Number Four, City of Tyler, Texas entered into by the City, College, and the Board on December 10, 2008, detailing the City and College's participation in the Zone.

"**County**" means Smith County, Texas.

"**County TIRZ Increment**" means the portion of the County's ad valorem tax increment equal to the ad valorem real property taxes collected and received by the County on the Captured Appraised Value in the Zone.

"**County Participation Agreement**" means that certain Interlocal Agreement to Participate in Reinvestment Zone Number Four, City of Tyler, Texas, entered into by the City, County, and the Board on November 24, 2008, detailing the City and County's participation in the Zone.

"**Creation Ordinance**" means Ordinance No. O-2008-142 adopted by the City Council on November 12, 2008, designating the creation of the Zone and the Board.

"**Feasibility Study**" means the economic feasibility study as prepared at the creation of the Preliminary Plan and updated if Plan is updated or amended, and focuses only on direct financial benefits, as further described in **Section 9**, and shown on **Exhibit E**.

"Final Plan" means the Reinvestment Zone Number Three, City of Tyler, Texas, Final Project and Finance Plan.

"**Municipal Services**" means all City services, including, but not limited to, police, fire, emergency services, streets, drainage, parks, permits, and City administration.

"**Preliminary Plan**" means the *Reinvestment Zone Number Three, City of Tyler, Texas, Preliminary Project and Finance Plan*.

"**Project Costs**" means the total actual costs for projects in the Zone, including the Public Improvements, and the Administrative Costs.

"**Property**" means 491 acres of land as depicted on **Exhibit A** and identified on **Exhibit H**.

"**Public Improvements**" means the public improvements including roads, water, sewer and related infrastructure that is provided for the development of the Property.

"**Tax Increment Base**" means total appraised value of taxable real property in the Zone at the time of creation of the Zone.

"**TIRZ No. 3 Fund**" means the tax increment fund created by the City and segregated from all other funds of the City.

"**Zone**" means Reinvestment Zone Number Three, City of Tyler, as depicted on **Exhibit A**, and identified on **Exhibit H**.

SECTION 2: INTRODUCTION

2.1 Authority and Purpose

The City created the Zone using the authority under the Act to designate a contiguous or noncontiguous geographic area within the corporate limits or extraterritorial jurisdiction of the City as a tax increment reinvestment zone to promote development or redevelopment of the area because the City Council determined that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the Zone is economically feasible, and that creation of the Zone was in the best interest of the City and the property in the Zone. The purpose of the Zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the Zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

2.2 Eligibility Requirements

An area is eligible under the Act to be designated as a tax increment reinvestment zone if the area:

1) substantially arrests or impairs the sound growth of the municipality designating the Zone, retard the provision of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition; or
2) is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City; or
3) is in a federally assisted new community located in the City or in an area immediately adjacent to a federally assisted new community; or
4) is in an area described in a petition requesting that the area be designated as a reinvestment zone, if the petition is submitted to the governing body of the City by the owners of property constituting at least fifty percent (50%) of the appraised value of the property in the area according to the most recent certified appraisal roll for the county in which the area is located.

The City cannot, however, designate a zone if more than thirty percent (30%) of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes, or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds fifty percent (50%) of the total appraised value of taxable real property in the City and in industrial districts created by the City.

2.3 The Zone

The Property within the Zone is currently located within the corporate limits of the City. The Property is underdeveloped, and substantially impairs and arrests the sound growth of the City. Due to its size, location, and physical characteristics development would not occur solely through private investment in the foreseeable future. The Property lacks public infrastructure and requires economic incentive to attract development for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone. If the Public Improvements are financed as contemplated by this Amended Plan, the City envisions that the Property will be developed to take full advantage of the opportunity to bring to the City, and County, quality development.

2.4 Preliminary Plan and Hearing

Before the City Council adopted the Creation Ordinance, the City Council prepared the Preliminary Plan in accordance with the Act and held a public hearing on the creation of the Zone and its benefits to the City and to the Property, at which public hearing interested persons were given the opportunity to speak for and against the creation of the Zone, the boundaries of the Zone and the concept of tax increment financing, and at which hearing the owners of the Property were given a reasonable opportunity to protest the inclusion of their Property in the Zone. The requirement of the Act for a preliminary reinvestment zone financing plan was satisfied by the Preliminary Plan, the purpose of which was to describe, in general terms, the development of the Zone, and the economic incentive that would be undertaken by the Zone. A description of the uses of the Property is located in **Exhibit G**, and confirmed by the adoption of this Amended Plan.

2.5 Creation of the Zone

Upon the closing of the November 12, 2008 public hearing, the City Council approved the Creation Ordinance and made the following findings:

1) that development or redevelopment of the Property would not have occurred solely through private investment in the reasonably foreseeable future, and
2) that the Zone was feasible, and
3) that improvements in the Zone would significantly enhance the value of all the taxable real property in the Zone and would be of general benefit to the City, and
4) that the Zone met the eligibility requirements of the Act.

Among other provisions required by the Act, the Creation Ordinance appointed the Board.

2.6 Council Action

2.6.1 County Participation in the Zone

On November 24, 2008, the City Council and County entered into the County Participation Agreement, detailing the County's participation in the Zone.

2.6.2 College Participation in the Zone

On December 10, 2008, the City Council and College entered into the College Participation Agreement, detailing the College's participation in the Zone.

2.6.3 Amended Plan

On October 11, 2023, the Board reviewed, and recommended to the City Council this Amended Plan, which amends and restates the Final Plan in its entirety. The City Council shall consider this Amended Plan, pursuant to which the City will contribute the City TIRZ Increment into the TIRZ Fund to fund the Project Costs benefiting the Zone.

SECTION 3: DESCRIPTION AND MAPS

3.1 Existing Uses and Conditions

The Property is primarily zoned Agriculture, Single-Family Residential, Multi-Family Residential, Planned Mixed Use, Light Commercial, Light Industrial, General Industrial, and Institutional. At the time of creation of the Zone, the Property was primarily underdeveloped, and there was limited or aging public infrastructure to support development. Development requires extensive public infrastructure that: (1) the City could not provide, and (2) would not be provided solely through private investment in the foreseeable future.

3.2 Proposed Uses

The proposed uses of the Property in the City include residential, commercial, green space and mixed-use as shown on **Exhibit G**.

3.3 Parcel Identification

The parcels identified on **Exhibit H** provide sufficient detail to identify with ordinary and reasonable certainty the territory included in the Zone.

SECTION 4: PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES, AND REGULATIONS

The Property is wholly located in the corporate limits of the City and is subject to the City's zoning regulation. The City has exclusive jurisdiction over the subdivision and platting of the property

within the Property and the design, construction, installation, and inspection of water, sewer, drainage, roadway, and other public infrastructure. No proposed changes to zoning ordinances, comprehensive plan, building codes, subdivision rules, or other municipal ordinances are planned.

SECTION 5: RELOCATION OF DISPLACED PERSONS

No persons were displaced and in need of relocation due to the creation of the Zone or shall be due to the implementation of this Amended Plan.

SECTION 6: NON-PROJECT COSTS

Non-Project costs are costs that were spent to develop in the Zone but were not financed by the Zone, and were financed by other funds. The list of non-project costs is shown on **Exhibit B**, and were estimated to be approximately $134,780,000.

SECTION 7: PUBLIC IMPROVEMENTS

7.1 Categories of Public Improvements

All Public Improvements shall be designed and constructed in accordance with all applicable City standards and shall otherwise be inspected, approved, and accepted by the City. At the City's option, the Public Improvements may be expanded to include any other category of improvements authorized by the Act.

7.2 Location of Public Improvements

The estimated locations of the proposed Public Improvements are depicted on **Exhibit F**. These locations may be revised and refined, with the approval of the Board, from time to time without amending this Amended Plan.

SECTION 8: PROJECT COSTS

8.1 Project Costs

The total Project Costs are estimated to be $34,008,696, as shown below and detailed on **Exhibit C**. The Public Improvements are estimated to be $5,969,879; the Administrative Costs are estimated to be $561,149; and the Municipal Services are estimated to be $27,477,668.

i. Administrative Costs

The Administrative Costs are estimated to be $10,000 per year and escalating at two percent (2%) thereafter. The Administrative Costs shall be paid each year from the TIRZ Fund before any other Project Costs are paid.

ii. Municipal Services

The City shall utilize a portion of the revenue in the City TIRZ Increment, County TIRZ Increment, and College TIRZ Increment to fund Municipal Services attributed to the Zone.

iii. Public Improvements

The total Public Improvements are estimated to be $5,969,879, as shown on **Exhibit C**.

8.2 Estimated Timeline of Incurred Costs

The Project Costs will be incurred throughout the duration of the Zone, as shown on **Exhibit D**, and funded annually over the remaining term of the Zone.

SECTION 9: FEASIBILITY STUDY

The Feasibility Study, as shown on **Exhibit E**, focuses on only direct financial benefits (i.e. ad valorem tax revenues from the development of Public Improvements in the Zone). Based on the Feasibility Study, during the term of the Zone, new development (which would not have occurred but for the Zone) will generate approximately $34,897,209 in total new real property tax revenue for the participating taxing entities over the remaining term of the Zone. Approximately $34,897,209 will be deposited into the TIRZ No. 3 Fund to pay for the Project Costs over the remaining term of the Zone. The remaining real property tax revenue over that period, estimated at $0.00 shall be retained by the participating taxing entities.

The Feasibility Study shows the cumulative City TIRZ Increment is estimated to be $11,086,460, which will be available to pay a portion of the Project Costs, until the term expires or is otherwise terminated. The remainder of the new City real property tax revenue generated within the Zone and retained by the City is estimated to be $0.00 over the remaining term.

The Feasibility Study shows the cumulative County TIRZ Increment is estimated to be $15,447,936, which will be available to pay a portion of the Project Costs, until the term expires or is otherwise terminated. The remainder of the new County real property tax revenue generated within the Zone and retained by the County is estimated to be $0.00 over the remaining term.

The Feasibility Study shows the cumulative College TIRZ Increment is estimated to be $8,362,813, which will be available to pay a portion of the Project Costs, until the term expires or is otherwise terminated. The remainder of the new College real property tax revenue generated within the Zone and retained by the College is estimated to be $0.00 over the remaining term.

One-hundred percent (100%) of all taxing revenues generated for other taxing entities by the new development within the Zone will be retained by the County and the College through December 31, 2023. Following that the County and the College shall participate at 100% for the remainder of the Zone. The City shall participate at 100% for the life of the Zone. Based on the foregoing, the feasibility of the Zone has been demonstrated.

SECTION 10: ESTIMATED BONDED INDEBTEDNESS

No tax increment reinvestment zone bonds or public indebtedness by the City secured by the tax increments pursuant to the Act, is contemplated.

SECTION 11: APPRAISED VALUE

11.1 Tax Increment Base

The Tax Increment Base of the Zone at the time of creation was $6,055,487, and was confirmed by the Appraisal District. Each year, the Appraisal District shall confirm the current Captured Appraised Value. The taxable value of the Zone as of Tax Year 2022 is $29,374,574.

11.2 Estimated Captured Appraised Value

It is estimated that upon the proposed expiration of the term of the Zone, the total Captured Appraised Value of taxable real property in the Zone will be approximately $174,533,684, as shown on **Exhibit E**. The actual Captured Appraised Value, as certified by the Appraisal District, for each year, will be used to calculate the annual City TIRZ Increment, the County TIRZ Increment, and the College TIRZ Increment, pursuant to this Amended Plan, the County Participation Agreement, and the College Participation Agreement.

SECTION 12: METHOD OF FINANCING

12.1 TIRZ No. 3 Fund Contributions

This Amended Plan shall obligate the City to deposit the City TIRZ Increment into the TIRZ No. 3 Fund. For example, in FY 2023, the City's ad valorem tax rate was $0.24792 per $100 of taxable value, therefore the City would contribute $0.24792 per $100 of the Captured Appraised Value in the Zone levied and collected, into the TIRZ No. 3 Fund.

The County Participation Agreement shall obligate the County to deposit the County TIRZ Increment into the TIRZ Fund. For example, in FY 2023, the County's ad valorem tax rate was $0.347264 per $100 of taxable value, therefore the County would contribute $0.347264 per $100 of the Captured Appraised Value in the Zone levied and collected, to the TIRZ Fund from years 2039-2060.

The College Participation Agreement shall obligate the College to deposit the College TIRZ Increment into the TIRZ Fund beginning in 2023. For example, in FY 2023, the College's ad valorem tax rate was $0.187993 per $100 of taxable value, therefore the College would contribute $0.187993 per $100 of the Captured Appraised Value in the Zone levied and collected, to the TIRZ Fund from years 2039-2060.

All payments of Project Costs shall be made solely from the TIRZ Fund and from no other funds of the City, County, or College unless otherwise approved by their respective governing bodies. The TIRZ Fund shall only be used to pay the Project Costs. The City may amend this Amended Plan in compliance with the County Participation Agreement and the College Participation Agreement, including but not limited to what is considered a Project Cost.

12.2 Funding Mechanisms

All payments of Project Costs shall be made solely from the TIRZ No. 3 Fund and from no other funds of the City, County or College, unless otherwise approved by its respective governing bodies. The TIRZ No. 3 Fund shall only be used to pay the Project Costs. The City may amend this Amended Plan in compliance with the County Participation Agreement, the College Participation Agreement, and the Act, including but not limited to what is considered a Project Cost.

SECTION 13: DURATION OF THE ZONE, TERMINATION

13.1 Duration

The stated term of the Zone commenced upon the execution of the Creation Ordinance and shall continue until December 31, 2060, with the last increment being due by January 31, 2061, unless otherwise terminated or extended in accordance with the Creation Ordinance, or the Act.

13.2 Termination

The Zone shall terminate on the earlier of (i) December 31, 2060, or (ii) at such time that the Project Costs have been paid in full. If upon expiration of the stated term of the Zone, the obligations of the Zone have not been fully funded by the TIRZ No. 3 Fund, the City, County, and College shall have no obligation to pay the shortfall and the term shall not be required to be extended. Nothing in this section is intended to prevent the City, County, or College from extending the term of the Zone in accordance with the Act.

LIST OF EXHIBITS

Unless otherwise stated, all references to "Exhibits" contained in this Amended Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Amended Plan for all purposes.

Exhibit A	Map of the Zone
Exhibit B	Non-Project Costs
Exhibit C	List of Project Costs
Exhibit D	Estimated Timeline of Incurred Project Costs
Exhibit E	Feasibility Study
Exhibit F	Map of Public Improvements
Exhibit G	Proposed Uses of the Property
Exhibit H	Parcel Identification

EXHIBIT A – MAP OF THE ZONE

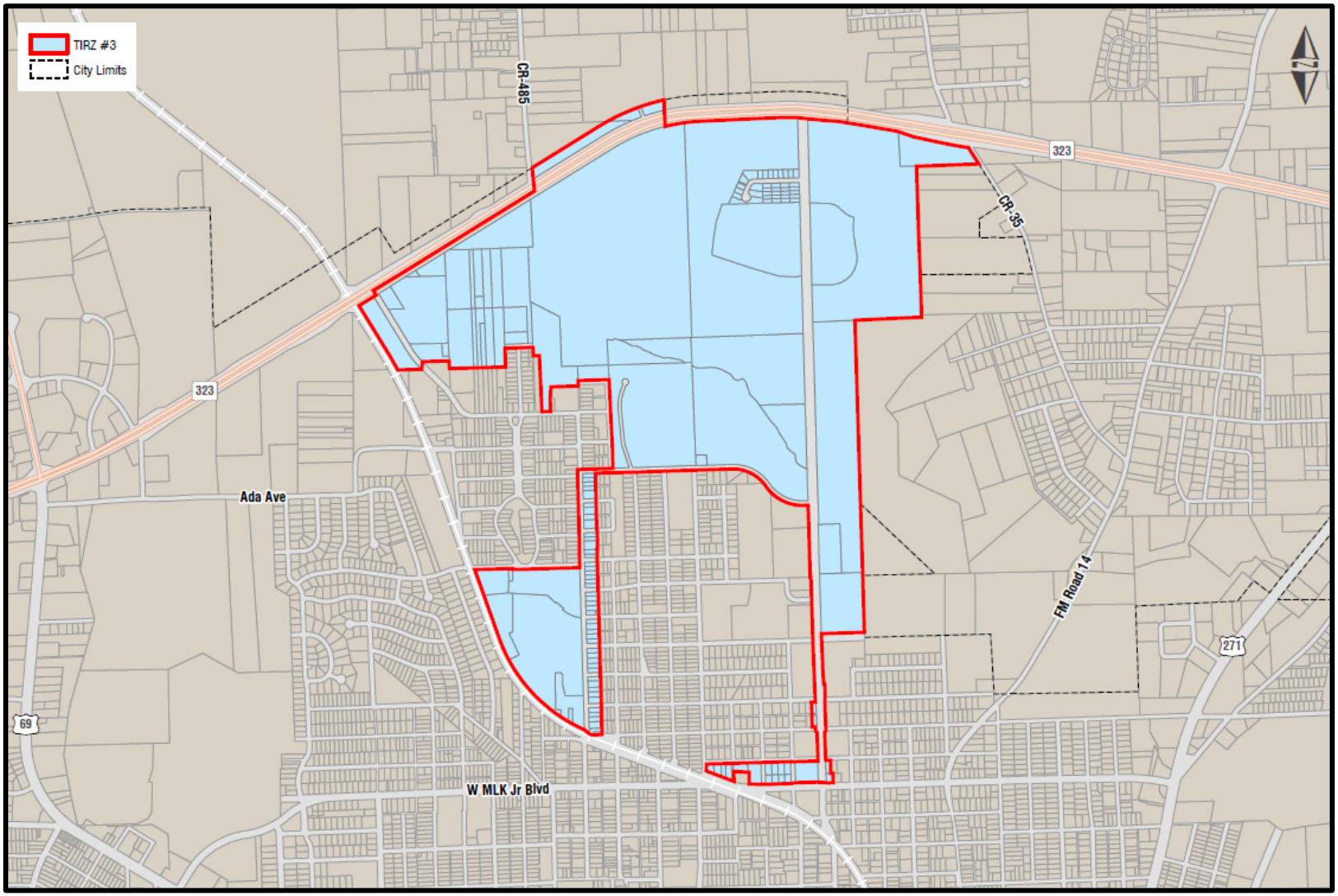


EXHIBIT B – NON-PROJECT COSTS

Reinvestment Zone Number Three, City of Tyler, Texas
Non-Project Costs

Non-Project Costs[1,2]	
2008 Base Taxable Value	$ 6,055,487
Projected 2060 Taxable Value	$ 174,533,684
Total Non-Project Costs	**$ 134,780,000**

(1) Total Non-Project Costs are estimated to be the approximate 80% of the increase in value from the Tax Increment Base to the 2023 Taxable Value.
(2) Provided for illustrative purposes only, and subject to change.

EXHIBIT C – LIST OF PROJECT COSTS

Reinvestment Zone Number Three, City of Tyler, Texas
Project Costs

Public Improvements		Total
Landscaping & Greenspace	$	1,400,000
Public Infrastructure	$	2,000,000
Street Projects	$	1,213,716
Off-Street Storm Sewer Projects	$	225,000
Soft Costs	$	1,131,163
Public Improvements Subtotal	**$**	**5,969,879**
Administrative Costs	$	561,149
Municipal Services	$	27,477,668
Total Project Costs	**$**	**34,008,696**

EXHIBIT D – ESTIMATED TIMELINE OF INCURRED PROJECT COSTS

Reinvestment Zone Number Three, City of Tyler, Texas
Estimated Timeline of Incurred Project Costs

Zone Year	Calendar Year	Administrative Costs	Municipal Services	Public Improvements	Total Project Costs[1]	
					Annual	Cumulative
15	2023	$ 10,000	$ -	$ -	$ 10,000	$ 10,000
16	2024	$ 10,200	$ -	$ 2,742,347	$ 2,752,547	$ 2,762,547
17	2025	$ 10,404	$ 145,776	$ -	$ 156,180	$ 2,918,728
18	2026	$ 10,612	$ 152,846	$ 3,227,532	$ 3,390,990	$ 6,309,718
19	2027	$ 10,824	$ 329,208	$ -	$ 340,032	$ 6,649,750
20	2028	$ 11,041	$ 345,174	$ -	$ 356,215	$ 7,005,965
21	2029	$ 11,262	$ 361,915	$ -	$ 373,177	$ 7,379,142
22	2030	$ 11,487	$ 379,468	$ -	$ 390,955	$ 7,770,097
23	2031	$ 11,717	$ 397,872	$ -	$ 409,589	$ 8,179,686
24	2032	$ 11,951	$ 417,169	$ -	$ 429,120	$ 8,608,806
25	2033	$ 12,190	$ 437,402	$ -	$ 449,592	$ 9,058,398
26	2034	$ 12,434	$ 458,616	$ -	$ 471,050	$ 9,529,447
27	2035	$ 12,682	$ 480,859	$ -	$ 493,541	$ 10,022,988
28	2036	$ 12,936	$ 504,180	$ -	$ 517,116	$ 10,540,105
29	2037	$ 13,195	$ 528,633	$ -	$ 541,828	$ 11,081,933
30	2038	$ 13,459	$ 554,272	$ -	$ 567,730	$ 11,649,663
31	2039	$ 13,728	$ 581,154	$ -	$ 594,882	$ 12,244,545
32	2040	$ 14,002	$ 609,340	$ -	$ 623,342	$ 12,867,887
33	2041	$ 14,282	$ 638,893	$ -	$ 653,175	$ 13,521,063
34	2042	$ 14,568	$ 669,879	$ -	$ 684,447	$ 14,205,510
35	2043	$ 14,859	$ 702,368	$ -	$ 717,228	$ 14,922,738
36	2044	$ 15,157	$ 736,433	$ -	$ 751,590	$ 15,674,328
37	2045	$ 15,460	$ 772,150	$ -	$ 787,610	$ 16,461,938
38	2046	$ 15,769	$ 809,600	$ -	$ 825,369	$ 17,287,307
39	2047	$ 16,084	$ 848,865	$ -	$ 864,950	$ 18,152,256
40	2048	$ 16,406	$ 890,035	$ -	$ 906,441	$ 19,058,697
41	2049	$ 16,734	$ 933,202	$ -	$ 949,936	$ 20,008,633
42	2050	$ 17,069	$ 978,462	$ -	$ 995,531	$ 21,004,164
43	2051	$ 17,410	$ 1,025,918	$ -	$ 1,043,328	$ 22,047,492
44	2052	$ 17,758	$ 1,075,675	$ -	$ 1,093,433	$ 23,140,925
45	2053	$ 18,114	$ 1,127,845	$ -	$ 1,145,958	$ 24,286,883
46	2054	$ 18,476	$ 1,182,545	$ -	$ 1,201,021	$ 25,487,904
47	2055	$ 18,845	$ 1,239,899	$ -	$ 1,258,744	$ 26,746,649
48	2056	$ 19,222	$ 1,300,034	$ -	$ 1,319,256	$ 28,065,905
49	2057	$ 19,607	$ 1,363,085	$ -	$ 1,382,692	$ 29,448,597
50	2058	$ 19,999	$ 1,429,195	$ -	$ 1,449,194	$ 30,897,791
51	2059	$ 20,399	$ 1,498,511	$ -	$ 1,518,910	$ 32,416,700
52	2060	$ 20,807	$ 1,571,189	$ -	$ 1,591,996	$ 34,008,696
Total		**$ 561,149**	**$ 27,477,668**	**$ 5,969,879**	**$ 34,008,696**	

(1) Estimate provided for illustrative purposes only.

Reinvestment Zone Number Three, City of Tyler, Texas
Feasibility Study

Zone Year	Tax Year[2]	Growth/ Year[1]	New Development: Added Development Value	New Development: New Taxable Value	New Development: Incremental Value	City TIRZ Increment: %	City TIRZ Increment: Annual	City TIRZ Increment: Cumulative	County TIRZ Increment: %	County TIRZ Increment: Annual	County TIRZ Increment: Cumulative	College TIRZ Increment[3]: %	College TIRZ Increment[3]: Annual	College TIRZ Increment[3]: Cumulative	Total TIRZ Fund Contribution: Annual	Total TIRZ Fund Contribution: Cumulative
Base	*2008*			*$ 6,055,487*												
16	2024	2%	$ -	$ 30,561,307	$ 24,505,820	100%	$ 59,269	$ 117,082	100%	$ 83,019	$ 83,019	100%	$ 44,943	$ 44,943	$ 187,231	$ 245,044
17	2025	2%	$ -	$ 31,172,533	$ 25,117,046	100%	$ 60,755	$ 177,837	100%	$ 85,100	$ 168,119	0%	$ -	$ 44,943	$ 145,855	$ 390,898
18	2026	2%	$ 35,231,639	$ 67,027,623	$ 60,972,136	100%	$ 62,270	$ 240,107	100%	$ 87,222	$ 255,341	0%	$ -	$ 44,943	$ 149,493	$ 540,391
19	2027	0.0%	$ 25,977,827	$ 93,005,450	$ 86,949,963	100%	$ 151,162	$ 391,269	100%	$ 211,734	$ 467,076	0%	$ -	$ 44,943	$ 362,896	$ 903,287
20	2028	0.0%	$ 15,060,492	$ 108,065,942	$ 102,010,455	100%	$ 215,566	$ 606,835	100%	$ 301,946	$ 769,021	0%	$ -	$ 44,943	$ 517,512	$ 1,420,800
21	2029	2%	$ 9,879,846	$ 120,107,107	$ 114,051,620	100%	$ 252,904	$ 859,740	100%	$ 354,246	$ 1,123,267	0%	$ -	$ 44,943	$ 607,150	$ 2,027,949
22	2030	2%	$ 34,237,329	$ 156,746,579	$ 150,691,092	100%	$ 282,757	$ 1,142,496	100%	$ 396,060	$ 1,519,327	0%	$ -	$ 44,943	$ 678,817	$ 2,706,766
23	2031	2%	$ -	$ 159,881,510	$ 153,826,023	100%	$ 373,593	$ 1,516,090	100%	$ 523,296	$ 2,042,623	0%	$ -	$ 44,943	$ 896,889	$ 3,603,656
24	2032	2%	$ -	$ 163,079,140	$ 157,023,653	100%	$ 381,365	$ 1,897,455	100%	$ 534,182	$ 2,576,806	0%	$ -	$ 44,943	$ 915,548	$ 4,519,204
25	2033	2%	$ -	$ 166,340,723	$ 160,285,236	100%	$ 389,293	$ 2,286,748	100%	$ 545,287	$ 3,122,092	0%	$ -	$ 44,943	$ 934,580	$ 5,453,783
26	2034	2%	$ -	$ 169,667,538	$ 163,612,051	100%	$ 397,379	$ 2,684,127	100%	$ 556,613	$ 3,678,705	0%	$ -	$ 44,943	$ 953,992	$ 6,407,775
27	2035	2%	$ -	$ 173,060,888	$ 167,005,401	100%	$ 405,627	$ 3,089,754	100%	$ 568,166	$ 4,246,871	0%	$ -	$ 44,943	$ 973,793	$ 7,381,568
28	2036	2%	$ -	$ 176,522,106	$ 170,466,619	100%	$ 414,040	$ 3,503,794	100%	$ 579,950	$ 4,826,821	0%	$ -	$ 44,943	$ 993,989	$ 8,375,557
29	2037	0.0%	$ -	$ 176,522,106	$ 170,466,619	100%	$ 422,621	$ 3,926,415	100%	$ 591,969	$ 5,418,790	0%	$ -	$ 44,943	$ 1,014,590	$ 9,390,148
30	2038	0.0%	$ -	$ 176,522,106	$ 170,466,619	100%	$ 422,621	$ 4,349,036	100%	$ 591,969	$ 6,010,759	0%	$ -	$ 44,943	$ 1,014,590	$ 10,404,738
31	2039	2%	$ -	$ 180,052,548	$ 173,997,061	100%	$ 422,621	$ 4,771,657	100%	$ 591,969	$ 6,602,728	0%	$ -	$ 44,943	$ 1,014,590	$ 11,419,328
32	2040	2%	$ -	$ 183,653,599	$ 177,598,112	100%	$ 431,374	$ 5,203,030	100%	$ 604,229	$ 7,206,957	0%	$ -	$ 44,943	$ 1,035,603	$ 12,454,930
33	2041	2%	$ -	$ 187,326,671	$ 181,271,184	100%	$ 440,301	$ 5,643,332	100%	$ 616,734	$ 7,823,692	0%	$ -	$ 44,943	$ 1,057,036	$ 13,511,966
34	2042	2%	$ -	$ 191,073,205	$ 185,017,718	100%	$ 449,408	$ 6,092,739	100%	$ 629,490	$ 8,453,181	0%	$ -	$ 44,943	$ 1,078,897	$ 14,590,863
35	2043	2%	$ -	$ 194,894,669	$ 188,839,182	100%	$ 458,696	$ 6,551,435	100%	$ 642,500	$ 9,095,681	0%	$ -	$ 44,943	$ 1,101,196	$ 15,692,059
36	2044	2%	$ -	$ 198,792,562	$ 192,737,075	100%	$ 468,170	$ 7,019,605	100%	$ 655,770	$ 9,751,452	0%	$ -	$ 44,943	$ 1,123,941	$ 16,815,999
37	2045	2%	$ -	$ 202,768,413	$ 196,712,926	100%	$ 477,834	$ 7,497,439	100%	$ 669,306	$ 10,420,758	0%	$ -	$ 44,943	$ 1,147,140	$ 17,963,140
38	2046	2%	$ -	$ 206,823,782	$ 200,768,295	100%	$ 487,691	$ 7,985,130	100%	$ 683,113	$ 11,103,871	0%	$ -	$ 44,943	$ 1,170,804	$ 19,133,943
39	2047	0.0%	$ -	$ 206,823,782	$ 200,768,295	100%	$ 497,745	$ 8,482,874	100%	$ 697,196	$ 11,801,067	0%	$ -	$ 44,943	$ 1,194,941	$ 20,328,884
40	2048	0.0%	$ -	$ 206,823,782	$ 200,768,295	100%	$ 497,745	$ 8,980,619	100%	$ 697,196	$ 12,498,263	0%	$ -	$ 44,943	$ 1,194,941	$ 21,523,825
41	2049	2%	$ -	$ 210,960,257	$ 204,904,770	100%	$ 497,745	$ 9,478,364	100%	$ 697,196	$ 13,195,459	0%	$ -	$ 44,943	$ 1,194,941	$ 22,718,766
42	2050	2%	$ -	$ 215,179,462	$ 209,123,975	100%	$ 508,000	$ 9,986,364	100%	$ 711,561	$ 13,907,020	0%	$ -	$ 44,943	$ 1,219,560	$ 23,938,326
43	2051	2%	$ -	$ 219,483,052	$ 213,427,565	100%	$ 518,460	$ 10,504,824	100%	$ 726,212	$ 14,633,232	0%	$ -	$ 44,943	$ 1,244,672	$ 25,182,999
44	2052	2%	$ -	$ 223,872,713	$ 217,817,226	100%	$ 529,130	$ 11,033,953	100%	$ 741,157	$ 15,374,389	0%	$ -	$ 44,943	$ 1,270,287	$ 26,453,285
45	2053	2%	$ -	$ 228,350,167	$ 222,294,680	100%	$ 540,012	$ 11,573,966	100%	$ 756,401	$ 16,130,790	0%	$ -	$ 44,943	$ 1,296,413	$ 27,749,699
46	2054	2%	$ -	$ 232,917,170	$ 226,861,683	100%	$ 551,113	$ 12,125,079	100%	$ 771,949	$ 16,902,739	0%	$ -	$ 44,943	$ 1,323,062	$ 29,072,761
47	2055	2%	$ -	$ 237,575,514	$ 231,520,027	100%	$ 562,435	$ 12,687,514	100%	$ 787,809	$ 17,690,548	0%	$ -	$ 44,943	$ 1,350,244	$ 30,423,005
48	2056	2%	$ -	$ 242,327,024	$ 236,271,537	100%	$ 573,984	$ 13,261,499	100%	$ 803,986	$ 18,494,534	0%	$ -	$ 44,943	$ 1,377,970	$ 31,800,976
49	2057	0.0%	$ -	$ 242,327,024	$ 236,271,537	100%	$ 585,764	$ 13,847,263	100%	$ 820,486	$ 19,315,020	0%	$ -	$ 44,943	$ 1,406,250	$ 33,207,226
50	2058	0.0%	$ -	$ 242,327,024	$ 236,271,537	100%	$ 585,764	$ 14,433,028	100%	$ 820,486	$ 20,135,506	0%	$ -	$ 44,943	$ 1,406,250	$ 34,613,476
51	2059	2%	$ -	$ 247,173,565	$ 241,118,078	100%	$ 585,764	$ 15,018,792	100%	$ 820,486	$ 20,955,992	0%	$ -	$ 44,943	$ 1,406,250	$ 36,019,727
52	2060	2%	$ -	$ 252,117,036	$ 246,061,549	100%	$ 597,780	$ 15,616,572	100%	$ 837,316	$ 21,793,308	0%	$ -	$ 44,943	$ 1,435,096	$ 37,454,823
Total			**$ 120,387,134**				**$ 15,616,572**			**$ 21,793,308**			**$ 44,943**		**$ 37,454,823**	

Assumptions	
2008 Base Taxable Value[4]	$ 6,055,487
City AV Rate	0.247920
County AV Rate	0.347264
College AV Rate	0.187993

Footnotes

1) Values increased at 2% annually with two years of no growth each decade to simulate an economic downturn.
2) Years 2039 -2060 are shown for illustrative purposes only, and are subject to Participation Agreements.
3) College Participation to end in 2024, per draft Interlocal Agreement.
4) In 2008, the Zone was created with a base value of $6,055,487.

EXHIBIT F – MAP OF PUBLIC IMPROVEMENTS



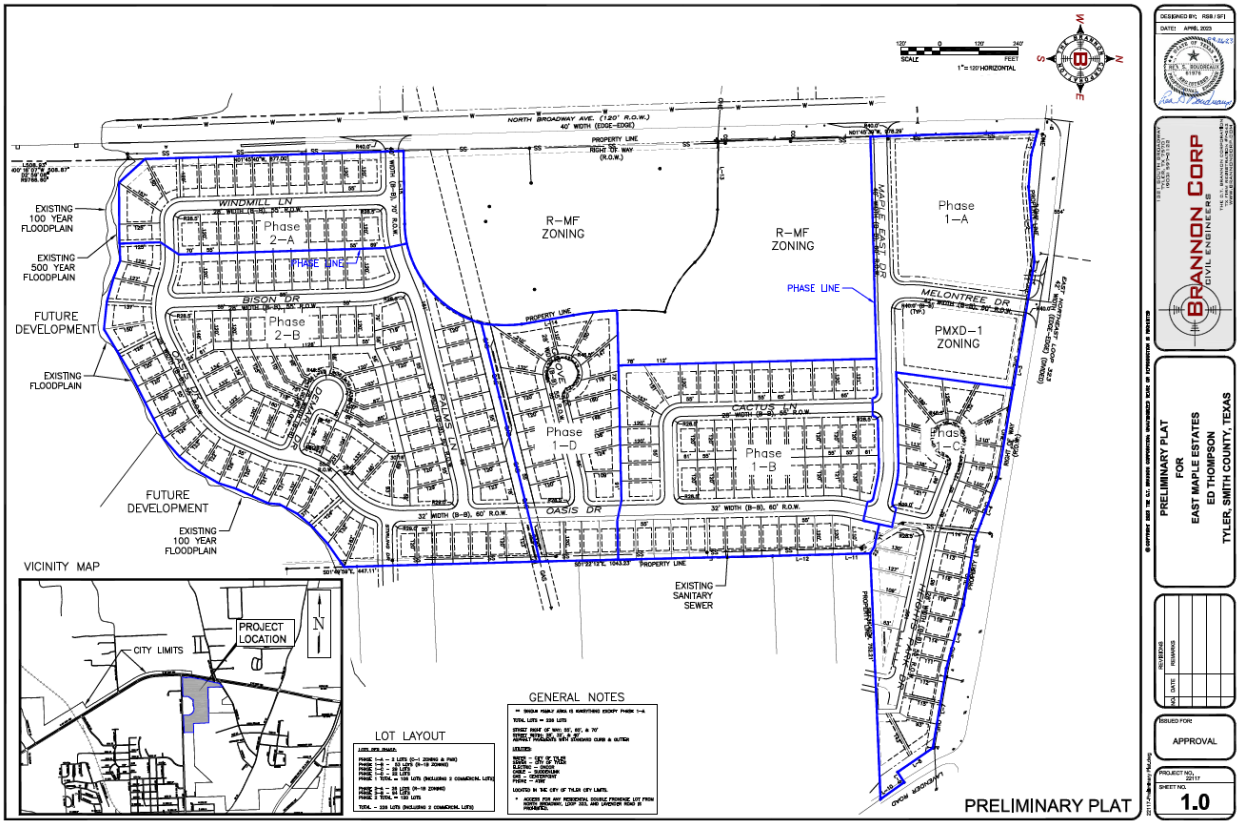

NORTH BROADWAY AVE. (120' R.O.W.)
60' WIDTH (EDGE-EDGE)
PROPERTY LINE
RIGHT OF WAY (R.O.W.)
WINDMILL LN
Phase 2-A
PHASE LINE
BISON DR
Phase 2-B
EXISTING 100 YEAR FLOODPLAIN
EXISTING 500 YEAR FLOODPLAIN
FUTURE DEVELOPMENT
EXISTING FLOODPLAIN
FUTURE DEVELOPMENT
EXISTING 100 YEAR FLOODPLAIN
R-MF ZONING
R-MF ZONING
Phase 1-A
PHASE LINE
MELONTREE DR
PMXD-1 ZONING
Phase 1-D
Phase 1-B
Phase 1-C
CACTUS LN
OASIS DR
EXISTING SANITARY SEWER
VICINITY MAP
PROJECT LOCATION
CITY LIMITS
LOT LAYOUT
GENERAL NOTES
PRELIMINARY PLAT
FOR
EAST MAPLE ESTATES
ED THOMPSON
TYLER, SMITH COUNTY, TEXAS
BRANNON CORP
CIVIL ENGINEERS
APPROVAL
1.0

EXHIBIT G – PROPOSED USES OF THE PROPERTY

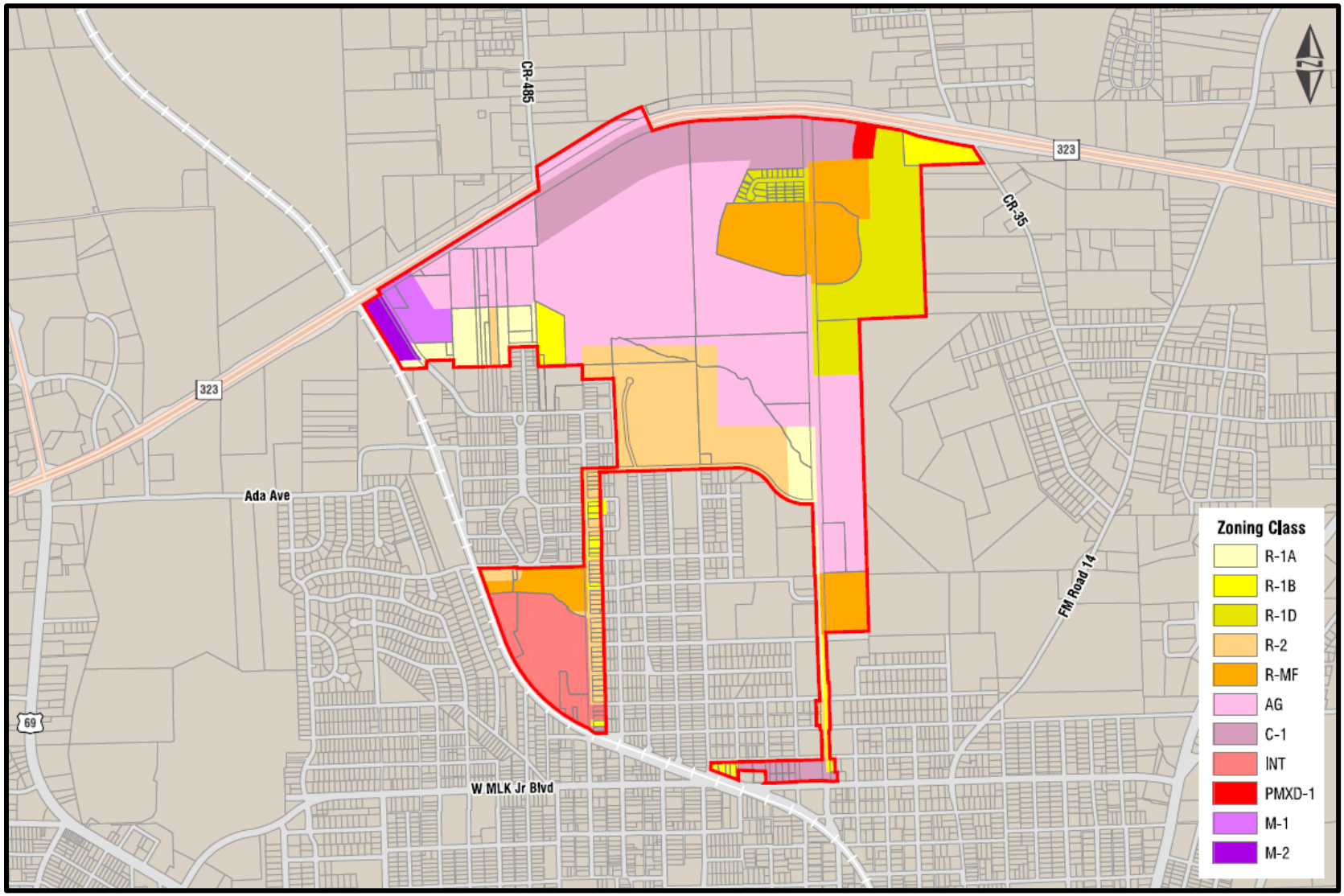


EXHIBIT H – PARCEL IDENTIFICATION

Property ID	Taxable Value
R129473	$ 23,359.00
R129473	$ 23,359.00
R129476	$ 48,167.00
R129476	$ 48,167.00
R129476	$ 48,167.00
R129476	$ 48,167.00
R129476	$ 48,167.00
R129476	$ 48,167.00
R129476	$ 48,167.00
R146717	$ -
R042281	$ 25,037.00
R042281	$ 25,037.00
R042281	$ 25,037.00
R129481	$ 538.00
R138443	$ -
R152145	$ 542.00
R042691	$ 73,706.00
R042691	$ 73,706.00
R042692	$ 3,564.00
R042700	$ 6,099.00
R042701	$ 14,401.00
R042702	$ 12,854.00
R042703	$ 17,988.00
R042704	$ 171.00
R042705	$ 10,342.00

Property ID	Taxable Value
R042706	$ 135,341.00
R042707	$ 15,643.00
R042708	$ 5,227.00
R042711	$ 2,400.00
R042712	$ 13,022.00
R042729	$ 14,050.00
R129475	$ 941.00
R126651	$ 2,580.00
R125024	$ 6,607.00
R197138	$ 1,037,464.00
R055690	$ -
R055690	$ -
R055690	$ -
R055690	$ -
R055690	$ -
R055690	$ -
R055690	$ -
R055690	$ -
R194667	$ -
R136736	$ 41,777.00
R136738	$ 45,035.00
R136740	$ 36,537.00
R136741	$ 43,018.00
R055777	$ 4,110.00
R055777	$ 4,110.00

Property ID	Taxable Value
R055779	$ 17,010.00
R055779	$ 17,010.00
R055861	$ -
R055867	$ -
R123351	$ -
R055878	$ 2,844,336.00
R152764	$ 4,468,936.00
R183307	$ 165,389.00
R183309	$ 190,858.00
R183310	$ 155,439.00
R183311	$ 161,917.00
R183312	$ 179,179.00
R183313	$ 202,529.00
R183314	$ 206,280.00
R183315	$ 218,108.00
R183318	$ 99,147.00
R183319	$ 500.00
R183320	$ 164,108.00
R183321	$ 208,901.00
R183322	$ 237,038.00
R183323	$ 99,172.00
R215256	$ 32,687.00
R215257	$ 32,687.00
R215258	$ 32,687.00
R200934	$ 28,893.00
R200935	$ 22,209.00
R200936	$ 23,503.00
R200937	$ 22,209.00

Property ID	Taxable Value
R200938	$ 26,737.00
R200939	$ 182,135.00
R200940	$ 178,722.00
R200941	$ 206,690.00
R200942	$ 181,575.00
R200943	$ 184,938.00
R200944	$ 177,259.00
R200945	$ 175,626.00
R200946	$ 211,958.00
R200947	$ 169,743.00
R200948	$ 163,857.00
R191791	$ 209,568.00
R191792	$ 164,879.00
R191793	$ 151,797.00
R191794	$ 159,696.00
R191795	$ 211,514.00
R055929	$ 112,509.00
R055929	$ 112,509.00
R055931	$ -
R055931	$ -
R055932	$ 11,077.00
R055936	$ 17,697.00
R061989	$ 82,591.00
R061990	$ 5,491.00
R061991	$ 152,962.00
R061992	$ 138,112.00
R061993	$ 118,995.00
R061999	$ 144,269.00

Property ID	Taxable Value
R061999	$ 144,269.00
R062000	$ 72,682.00
R062001	$ 60,810.00
R062002	$ 96,352.00
R062008	$ 82,234.00
R062009	$ 77,636.00
R062010	$ 61,352.00
R062011	$ 79,385.00
R062012	$ 77,552.00
R062018	$ 63,354.00
R062019	$ 24,234.00
R062020	$ 165,339.00
R216206	$ 165,339.00
R062021	$ 95,162.00
R150837	$ 229,178.00
R062028	$ 59,088.00
R062029	$ 59,578.00
R062030	$ 64,978.00
R062031	$ 29,728.00
R062032	$ 11,609.00
R062033	$ 3,382.00
R062039	$ 36,772.00
R062040	$ 280,830.00
R062041	$ 3,850,000.00

Property ID	Taxable Value
R136834	$ -
R136834	$ -
R136834	$ -
R136834	$ -
R064308	$ 82,495.00
R064309	$ 61,280.00
R064310	$ 227,730.00
R136655	$ -
R136655	$ -
R064317	$ 103,433.00
R199975	$ -
R199976	$ -
R064321	$ 135,612.00
R064328	$ -
R064329	$ -
R137717	$ 59,456.00
R064330	$ 31,856.00
R064331	$ 37,501.00
R064362	$ 34,679.00
R151664	$ 248,900.00
R064394	$ 261.00
R108964	$ 90,888.00
R152210	$ 6,805,231.00

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-10

Date: August 27, 2025

Subject: Request that the City Council consider reviewing and approving the Smith County 911 District Budget for the Fiscal Year beginning October 1, 2025 and ending September 30, 2026.

Item Reference: **State law requires review and approval of the 911 District's Annual Budget by Smith County and the majority of the cities within the district; last reviewed on September 13, 2024.**

The Smith County 9-1-1 Communications District has submitted the Proposed Fiscal Year (FY) 2025-2026 District Operating Budget for consideration and approval by the City Council. This Operating Budget was submitted by the District Board of Managers on June 25, 2025. As per the Health and Safety Code 772, the budget must now be submitted to the Smith County Commissioners Court and the municipalities within the district for their review and comments regarding the budget.

Smith County 9-1-1 is including the following items for PSAP (Public Safety Answering Points) funding for Tyler PD: PSAP project participation at $155,000 and PSAP training funds.

Any additional PSAP needs (unforeseen or unbudgeted) would need to be requested through City Council to the Smith County 9-1-1 Board for consideration. Fulfillment of those requests would be based on fund availability.

RECOMMENDATION:

Request that the City Council consider reviewing and approving the Smith County 911 District Budget for the Fiscal Year beginning October 1, 2025, and ending September 30, 2026.

Attachments:
SC 911 2025-2026 Operating Budget

Drafted/Recommended By:
Department Leader Keidric Trimble, CFO

Edited/Submitted By:
City Manager

SC 911
EMERGENCY
COMMUNICATIONS DISTRICT
SMITH COUNTY, TEXAS

June 25, 2025

Mr. Keidric Trimble
CFO
City of Tyler
P.O. Box 2039
Tyler, TX 75710-2039

Dear Mr. Trimble,

The Smith County 9-1-1 Communications Network is pleased to submit the Proposed FY 2025-2026 District Operating Budget for consideration by your City Council. It was reviewed and approved for submittal by the District Board of Managers on June 25, 2025. As per the Health & Safety Code 772, the budget must now be submitted to the Smith County Commissioners Court and the municipalities within the District for their review and comments regarding the budget.

The proposed FY 2025-2026 budget has been split into two different budgets. The 911 Budget (pages 1-11) is subject to the review process as per Health and Safety Code Section 772. The 911 Budget provides a detailed line-item breakdown of anticipated income and expenses for the upcoming fiscal year. This budget is related directly to the delivery of the 911 call and management of the 911 network. Some highlights of the Proposed FY 2025-2026 include:

- $3.18 Million district-wide 911 network upgrade to hardware/software/network at all dispatch centers. This will provide the latest equipment and technology to assist dispatchers and first-responders in responding to 911 calls.
- $155,000 in available funding to the City of Tyler and other agencies in PSAP Participation Project funding to assist agencies with 911 related expenses.
- $10,000 available to assist agencies with Dispatcher related training and education

The GIS Consortium budget (pages 12-14) provides the detailed income/expenses for the GIS Consortium (SC911 District, City of Tyler, SCAD, and Smith County). SC911 District serves as the liaison for the GIS Consortium by inter-local agreement with each agency, and is, by agreement, the agency responsible for providing administrative support for the Consortium. The GIS Consortium is responsible for the management and update to the county wide aerial photography and other GIS data used by both the agencies and citizens. This budget includes funds entrusted to the District by the other members of the consortium, but those funds are not available to meet general SC911 District expenses. It does not require your formal approval but is being provided for your information as part of our overall operation.

The district requests that you review the enclosed SC 9-1-1 Communications District budget and place it on your City Council meeting agenda for approval no later than September 25, 2025 I will also be available to attend the Council meeting to answer any questions regarding the budget. I can be contacted at 903-566-8911.

Respectfully,

William (Bill) V Morales
District Director

CC:

City of Overton	City of Arp	City of Bullard	City of Chapel Hill
City of Hideaway	City of Lindale	City of Noonday	City of Troup
City of Tyler	City of Whitehouse	City of Winona	

SC 911
EMERGENCY
COMMUNICATIONS DISTRICT
SMITH COUNTY, TEXAS

BUDGET APPROVAL
2025-2026

City of _____

Meeting Date: _____

The City of _____ took the following action on the Smith County 9-1-1 Communications District Fiscal Year 2025-2026 Budget:

_____ Approve _____ Not Approve

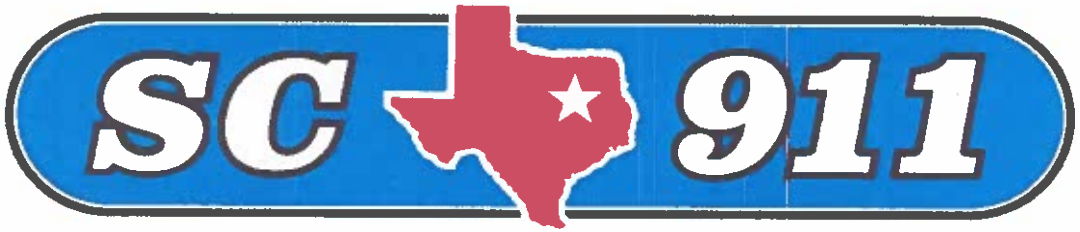
Verified By: _____
Name

_____
Title

_____
Signature

_____
Date

Please return completed form to:
Smith County 9-1-1 Communications District
Fax: 903-561-3329
EMAIL: bmorales@911district.com
205 Shelley Drive
Tyler, TX 75701



EMERGENCY COMMUNICATIONS DISTRICT

SMITH COUNTY, TEXAS

2025-2026 OPERATING BUDGET

Approved for Review: 6/25/2025

Final Approval : TBD

	2023/2024 *APPROVED AMENDED BUDGET*	2023/2024 *BUDGET ACTUAL*	2024/2025 *APPROVED AMENDED BUDGET*	2024/2025 *BUDGET FORECAST*	2025/2026 BUDGET
Beginning Operating Fund Balance			$ 1,770,503.63	$ *1,324,890.56*	$ 1,567,450.13
INCOME					
SERVICE USER FEES	$ 1,958,800.00	$ *2,093,377.89*	$ 1,898,859.36	$ *1,996,499.08*	$ 1,939,063.00
OTHER INCOME	$ 280,823.20	$ *2,122,769.41*	$ 1,409,498.97	$ *462,725.36*	$ 2,538,808.36
TOTAL INCOME	**$ 2,239,623.20**	**$ *4,216,147.30***	**$ 3,308,358.33**	**$ *2,459,224.44***	**$ 4,477,871.36**
EXPENDITURES					
9-1-1 SYSTEM EXPENSES	$ 843,340.96	$ *785,418.35*	$ 1,340,638.24	$ *1,032,806.22*	$ 4,088,945.00
PERSONNEL EXPENSES	$ 605,042.26	$ *574,245.37*	$ 634,422.15	$ *618,368.46*	$ 707,473.42
9-1-1 BUILDING CONSTRUCTION	$ -	$ *54,865.06*	$ 250,000.00	$ *46,244.14*	$ 25,000.00
9-1-1 OPERATING EXPENSES	$ 451,491.32	$ *345,294.92*	$ 666,270.36	$ *519,246.05*	$ 445,396.64
TOTAL EXPENDITURES	**$ 1,899,874.54**	**$ *1,759,823.70***	**$ 2,891,330.75**	**$ *2,216,664.87***	**$ 5,266,815.06**
Ending Operating Fund Balance			$ *2,187,531.21*	$ *1,567,450.13*	$ 778,506.43
SC 911 OPERATING RESERVES (4 Months)					$ 638,931.36
SC 911 PSAP EQUIPMENT REPLACEMENT FUND BALANCE (2031)				$ *1,263,365.58*	$ -
SC 911 COUNTY_911 SERVER ANNEX BUILDING (2027)				$ *899,959.99*	$ -
Unreserved Operating Fund Balance					$ 139,575.07

	2023/2024 *APPROVED AMENDED BUDGET*	2023/2024 *BUDGET ACTUAL*	2024/2025 *APPROVED AMENDED BUDGET*	2024/2025 *BUDGET FORECAST*	2025/2026 BUDGET
100000 SERVICE USER FEES INCOME					
101000 AT&T Landlines Service Fees Income	$ 84,000.00	$ 64,935.37	$ 61,680.00	$ 54,264.44	$ 54,000.00
102000 Brightspeed Landlines Service Fees Income	$ 14,400.00	$ 12,963.68	$ 6,363.96	$ 5,859.24	$ 5,500.00
103000 Frontier Landlines Service Fees Income	$ 5,400.00	$ 4,929.53	$ 4,920.00	$ 4,811.40	$ 4,563.00
104000 CLEC Landlines Service Fees Income	$ 165,000.00	$ 229,778.41	$ 204,000.00	$ 220,000.00	$ 225,000.00
105000 CSEC Wireless Service Fees Income	$ 1,265,000.00	$ 1,463,332.61	$ 1,321,895.40	$ 1,412,757.00	$ 1,350,000.00
106000 Voice Over Internet Protocol (VoIP) Service Fees Income	$ 425,000.00	$ 317,438.29	$ 300,000.00	$ 298,807.00	$ 300,000.00
Total 100000-Service User Fees Income	**$ 1,958,800.00**	***$ 2,093,377.89***	**$ 1,898,859.36**	***$ 1,996,499.08***	**$ 1,939,063.00**
200000 OTHER INCOME					
206000 Interest Income -Operating Account	$ 20,000.00	$ 73,075.21	$ 50,000.00	$ 54,813.81	$ 30,000.00
202100 Interest Income -911 Equip Fund	$ 3,000.00	$ 24,113.24	$ 14,712.00	$ 58,905.35	$ 15,000.00
202300 Interest Income -Grant Fund	$ 10,000.00	$ 41,755.65	$ 42,000.00	$ 45,862.52	$ 20,000.00
105500 CSEC -Proposition 8 Broadband Wireless Fund	$ -	$ 1,524,853.29	$ -	$ -	$ -
213000 Federal Grant Funding Reimbursements-SB8	$ 212,164.93	$ 409,285.06	$ 257,519.76	$ 257,519.76	$ 264,824.52
214000 Misc. Income	$ -	$ 14,028.69	$ -	$ 9,965.65	$ 10,000.00
217000 UT Health-EMS PSAP Inter-Local Income	$ 35,658.27	$ 35,658.27	$ 35,658.27	$ 35,658.27	$ 35,658.27
218000 Income Transfer from Reserves (911 Equipment/Building/Improvements)	$ -	$ -	$ 1,009,608.94	$ -	$ 2,163,325.57
Total 200000-Other Income	**$ 280,823.20**	***$ 2,122,769.41***	**$ 1,409,498.97**	***$ 462,725.36***	**$ 2,538,808.36**
TOTAL INCOME	**$ 2,239,623.20**	***$ 4,216,147.30***	**$ 3,308,358.33**	***$ 2,459,224.44***	**$ 4,477,871.36**

ACCOUNT DESCRIPTION	2023/2024 *APPROVED AMENDED BUDGET*	2023/2024 *BUDGET ACTUAL*	2024/2025 *APPROVED AMENDED BUDGET*	2024/2025 *BUDGET FORECAST*	2025/2026 BUDGET
500000 9-1-1 SYSTEM EXPENSES					
501000 9-1-1 CIRCUITS/DATABASE CHARGES					
501100 CenturyLink Charges (Circuits/Database)	$ 13,750.00	$ 13,515.16	$ 13,600.00	$ 13,659.58	$ 13,600.00
501200 Legacy AT&T Circuit & SR Data Chgs	$ 52,380.00	$ 52,726.98	$ 52,800.00	$ 52,132.64	$ 52,800.00
501225 Secondary ATT DIR Circuits (old)	$ -	$ -	$ -	$ -	$ -
501250 Suddenlink Charges (Secondary Circuits)	$ 68,340.00	$ 75,324.65	$ 74,724.00	$ 68,340.00	$ 68,340.00
501300 Frontier Charges (Circuits/Database)	$ 10,000.00	$ 10,003.00	$ 10,000.00	$ 10,002.84	$ 10,500.00
501400 911 DataMaster Databond (ALI Database)	$ 20,925.00	$ 20,925.00	$ 20,925.00	$ 18,000.00	$ 9,000.00
501450 AT&T (ALI Databond Circuits)	$ 7,567.68	$ 7,567.68	$ 3,750.00	$ 6,937.04	$ -
501500 Suddenlink (Secondary ALI Databond Circuits)	$ 13,200.00	$ 13,200.00	$ 6,600.00	$ 13,200.00	$ -
501600 Greater Harris County 911 (Database Services)	$ -	$ -	$ -	$ -	$ -
501700 AT&T AVPN 911PSAP Network Access	$ 167,643.48	$ 173,942.58	$ 174,399.12	$ 185,712.12	$ 137,196.36
501702 AT&T AVPN 911PSAP Network -Port	$ 52,636.68	$ 52,636.68	$ 52,636.68	$ 52,636.68	$ 35,505.12
501705 AT&T ADE 911 Server Network	$ 36,626.16	$ 36,636.24	$ 36,636.24	$ 36,642.00	$ 36,642.00
501710 AT&T ADI 911 Network	$ 14,629.44	$ 14,629.44	$ 14,629.44	$ 14,734.32	$ 14,760.00
501715 AT&T LTE 911 Wireless Backup Network	$ -	$ -	$ -	$ -	$ -
501720 AAC 911 Automatic Call-Back Network Long Distance Charges	$ 5,112.24	$ 3,353.25	$ 5,000.00	$ 3,733.92	$ 5,000.00
501725 AAC 911 Automatic Call-Back Network	$ 4,538.28	$ 4,356.30	$ 4,375.00	$ 4,421.24	$ 4,450.00
501730 AT&T Hardware and On-Site Support (New Network)	$ -	$ -	$ -	$ -	$ -
501800 Advanced 911 Network Monitoring -(OnShore)	$ -	$ 26,100.00	$ 26,100.00	$ 26,100.00	$ 26,100.00
Total 501000-Telephone Company Charges	**$ 467,348.96**	***$ 504,916.96***	**$ 496,175.48**	***$ 506,252.38***	**$ 413,893.48**
502000 911 NETWORK WIRELESS CHARGES	$ 7,300.00	*$ 7,300.00*	$ -	$ -	$ -

	24/25	25/26
502200 at & t Wireless	$ 7,300.00	n/c
502500 Sprint/Nextel Wireless	n/c	n/c
502600 Verizon Wireless	n/c	n/c
Total	*$ 7,300.00*	$ -

Total 502000-Wireless Charges	**$ 7,300.00**	***$ 7,300.00***	**$ -**	**$ -**	**$ -**
503000 PSAP EXPENSES					
503100 District Owned 911 PSAP Equipment Expenses	$ -	$ -	$ 25,000.00	$ 7,146.64	$ 3,183,021.00

	2020 UPGRADE ACTUALS	2024/2025 BUDGET	2025/2026 BUDGET
SCSO PSAP/911 SERVER A	$ 363,854.92	$ -	$ 763,981.00
Tyler PD PSAP	$ 236,717.24	$ -	$ 530,377.00
Lindale PD PSAP	$ 110,330.24	$ -	$ 233,382.00
Overton PD PSAP	$ 50,350.20	$ -	$ -
DPS-Tyler (Secondary PSAP)	$ 110,330.24	$ -	$ 233,382.00
UT Health_EMS (Secondary PSAP)	$ 256,707.28	$ -	$ 907,042.00
TJC PD PSAP (Secondary PSAP)	$ 50,350.20	$ -	$ 101,040.00
SC911 DO (911 Server B/Backup PSAP)	$ 275,239.72	*$ 25,000.00*	$ 413,817.00
ROUTERS/UPS/ECATS (ALL PSAP's)	$ 435,098.10	$ -	$ -
	$ 1,888,978.14	*$ 25,000.00*	$ 3,183,021.00

ACCOUNT DESCRIPTION	2023/2024 APPROVED AMENDED BUDGET	2023/2024 BUDGET ACTUAL	2024/2025 APPROVED AMENDED BUDGET	2024/2025 BUDGET FORECAST	2025/2026 BUDGET
503000 PSAP EXPENSES (Continued)					
503200 9-1-1 System Expenses	$ 230,197.00	$ *121,157.96*	$ 445,128.76	$ *331,231.76*	$ 285,686.52
503500 PSAP Project Participation Funds	$ 85,000.00	$ *104,249.79*	$ 320,000.00	$ *144,408.00*	$ 155,000.00
503700 911 Wireless Testing Program Expenses (testing phone -all carriers)	$ 7,000.00	$ *1,541.44*	$ 7,000.00	$ *3,925.00*	$ 4,000.00
503900 PSAP Interpreter Services	$ 6,500.00	$ *6,644.47*	$ 7,000.00	$ *6,610.00*	$ 7,000.00
Total 503000-PSAP Expenses	**$ 328,697.00**	$ *233,593.66*	**$ 804,128.76**	$ *493,321.40*	**$ 3,634,707.52**
504000 EMERGENCY AGENCY EXPENSES					
504500 CritiCall Dispatcher Pre-Employment Testing (on-line effective 2022)	$ 4,995.00	$ *5,069.93*	$ 5,334.00	$ *5,344.00*	$ 5,344.00
504800 Emergency Notification System -(funding for agencies)	$ 35,000.00	$ *34,537.80*	$ 35,000.00	$ *27,888.44*	$ 35,000.00
Total 504000-Emergency Agency Expenses	**$ 39,995.00**	$ *39,607.73*	**$ 40,334.00**	$ *33,232.44*	**$ 40,344.00**
TOTAL 911 SYSTEM EXPENSES	**$ 843,340.96**	$ *785,418.35*	**$ 1,340,638.24**	$ *1,032,806.22*	**$ 4,088,945.00**

ITEM	2024/2025 Budget	2025/2026 Budget
Motorola NGCS - Annual Expense	$ 257,519.76	$ 285,686.52
Rapid SOS Premium	$ 73,712.00	$ -
DM-VDB-LVF DataNexus (503209)	$ 13,396.00	
ENS_LVF Extract (GHC911)	$ 501.00	$ -
911 Public Building Indoor Mapping (FY 2026_2027)	$ 100,000.00	$ -
Miscellaneous System Expenses	$ -	$ -
	$ 445,128.76	**$ 285,686.52**

	2024/2025 BUDGET	2024/2025 FORECAST	2025/2026 BUDGET
SCSO PSAP	$ 125,000.00	$ -	$ 125,000.00
Tyler PD PSAP	$ 125,000.00	$ *125,000.00*	$ 10,000.00
Lindale PD PSAP	$ 25,000.00	$ -	$ 10,000.00
DPS-Tyler (Secondary PSAP)	$ 5,000.00	$ -	$ -
UT Health-EMS (Seconday PSAP)	$ 5,000.00	$ -	$ -
TJC-PD (Secondary PSAP)	$ 5,000.00	$ -	$ -
SC 911 District Office HQ	$ 5,000.00	$ *12,000.00*	$ -
Other Agencies	$ 25,000.00	$ *7,408.00*	$ 10,000.00
	$ 320,000.00	$ *144,408.00*	$ 155,000.00

ACCOUNT DESCRIPTION		2023/2024 APPROVED AMENDED BUDGET	2023/2024 BUDGET ACTUALS	2024/2025 APPROVED AMENDED BUDGET	2024/2025 BUDGET FORECAST	2025/2026 BUDGET
600000 PERSONNEL EXPENSES						
601000	601100 Employee Wages	$ 398,000.70	$ 366,370.73	$ 416,381.90	$ 393,391.94	$ 460,910.58
	601700 Merit Raise Fund	$ -	$ -	$ -		$ -
	Total 601000-Salaries	**$ 398,000.70**	***$ 366,370.73***	**$ 416,381.90**	***$ 393,391.94***	**$ 460,910.58**
602000	**TAXES AND FRINGE BENEFITS**					
	602101 Medicare	$ 5,771.01	$ 5,759.91	$ 6,037.54	$ 6,423.57	$ 6,683.20
	602102 FICA	$ 24,676.04	$ 24,628.55	$ 25,815.68	$ 27,465.45	$ 28,576.46
	602103 State Unemployment Tax Expenses	$ 1,575.00	$ 1,575.00	$ 1,575.00	$ 1,575.00	$ 1,890.00
	602201 Employee Dental/Vision	$ 3,068.00	$ 3,067.80	$ 3,194.40	$ 3,026.40	$ 3,194.40
	602203 Employee Healthcare/Life	$ 54,742.20	$ 54,730.30	$ 57,479.40	$ 57,479.40	$ 66,121.20
	602205 Workers Compensation Insurance	$ 1,791.00	$ 1,170.12	$ 1,229.00	$ 1,349.42	$ 2,074.10
	602206 Dependent Coverage Participation	$ 27,600.00	$ 27,606.72	$ 28,944.24	$ 28,848.00	$ 31,248.60
	602207 LTD/STD Insurance (TML)	$ 7,273.87	$ 7,434.89	$ 7,609.80	$ 5,819.04	$ 8,423.60
	602300 TCDRS Employee Retirement Contributions	$ 70,844.12	$ 72,061.03	$ 75,614.95	$ 82,450.00	$ 87,711.28
	602301 Retired Employee Insurance Reimbursement	$ 6,000.00	$ 6,140.00	$ 6,140.00	$ 6,140.00	$ 6,140.00
	602400 Cell Phone Reimbursement	$ 3,700.32	$ 3,700.32	$ 4,400.24	$ 4,400.24	$ 4,500.00
	Total 602000-Taxes and Fringe Benefits	**$ 207,041.56**	***$ 207,874.64***	**$ 218,040.25**	***$ 224,976.52***	**$ 246,562.84**
TOTAL 600000 PERSONNEL EXPENSES		**$ 605,042.26**	***$ 574,245.37***	**$ 634,422.15**	***$ 618,368.46***	**$ 707,473.42**

ACCOUNT DESCRIPTION	2023/2024 APPROVED AMENDED BUDGET	2023/2024 BUDGET ACTUALS	2024/2025 APPROVED AMENDED BUDGET	2024/2025 BUDGET FORECAST	2025/2026 BUDGET
650000 BUILDING CAPITAL EXPENSES					
651000 Acquisition/Construction Cost -District Office/Annex	$ -	*$ 54,865.06*	$ 250,000.00	*$ 46,244.14*	$ 25,000.00
Total 651000-Capital Expenses	**$ -**	***$ 54,865.06***	**$ 250,000.00**	***$ 46,244.14***	**$ 25,000.00**
700000 GENERAL EXPENSES					
701100 Rents/Lease	$ -	$ 2,700.00	$ -	$ 2,700.00	$ 2,700.00
701201 Telephone/Cable/Internet - District Office	$ 15,076.80	$ 9,121.23	$ 8,937.36	$ 16,450.00	$ 16,500.00
701202 Electricity - District Office	$ 9,500.00	$ 10,584.71	$ 10,500.00	$ 11,026.52	$ 12,000.00
701203 Natural Gas -District Office	$ 2,000.00	$ 758.17	$ 2,000.00	$ 750.28	$ 2,000.00
701204 Trash/Water/sewer- District Office	$ 3,575.00	$ 3,630.72	$ 4,000.00	$ 4,500.00	$ 5,000.00
701205 Alarm Monitoring Service	$ 1,086.00	$ 2,345.43	$ 2,000.00	$ 1,086.00	$ 2,000.00
701209 Mobile Data Device (hotspot)	$ 1,000.00	$ 912.00	$ 1,000.00	$ 1,750.00	$ 1,750.00
701210 Copier/Plotter Expense	$ 5,167.00	$ 4,770.00	$ 5,200.00	$ 4,770.00	$ 5,000.00
Total 700000-General Expenses	**$ 37,404.80**	***$ 34,822.26***	**$ 33,637.36**	***$ 43,032.80***	**$ 46,950.00**
701300 REPAIRS AND MAINTENANCE					
701301 Office Repairs (non-contract)	$ 5,000.00	$ 1,196.17	$ -	$ -	$ -
701302 Equipment/Furniture repairs (non-contract)	$ 6,500.00	$ 1,840.00	$ 6,500.00	$ 2,500.00	$ 5,000.00
701303 Generator MC (2x/yr) /Remote Monitoring	$ 1,535.00	$ 950.00	$ 1,500.00	$ 758.29	$ 2,365.00
701304 Janitorial/Window Expenses	$ 6,800.00	$ 10,403.28	$ 10,500.00	$ 10,780.00	$ 10,780.00
701305 Grounds Maintenance	$ 3,000.00	$ 3,188.00	$ 3,000.00	$ 2,892.50	$ 3,000.00
701306 HVAC Quarterly Maintenance	$ -	$ -	$ -	$ -	$ 1,800.00
701307 Building Maintenance (non-contract)	$ 15,000.00	$ 22,585.81	$ 20,000.00	$ 5,000.00	$ 20,000.00
701311 IT Room Expenses (HVAC/Monitors/Etc)	$ 35,000.00	$ 51,734.70	$ 150,000.00	$ 118,325.22	$ 20,000.00
Total 701300-Repairs and Maintenance	**$ 72,835.00**	***$ 91,897.96***	**$ 191,500.00**	**$ 140,256.01**	**$ 62,945.00**

ACCOUNT DESCRIPTION	2023/2024 APPROVED AMENDED BUDGET	2023/2024 BUDGET ACTUALS	2024/2025 APPROVED AMENDED BUDGET	2024/2025 BUDGET FORECAST	2025/2026 BUDGET
701350 OFFICE MAINTENANCE CONTRACTS (MC)					
701351 Office Software - MC	$ 38,161.52	$ *9,835.27*	$ 41,200.00	$ *41,200.00*	$ 24,405.00

ITEM	DESCRIPTION	ANNUAL AMOUNT
ESRI - GIS	Upgrades/Support	$ 9,050.00
QuickBooks (ProPlus with Payroll)	Support	$ 1,735.00
Time Keeping Software	support	$ 720.00
Network Anti-Virus (District Offices)	Support	$ 1,950.00
District Remote Access Software	support	$ 1,000.00
District Password Management Software	support	$ 600.00
Microsoft 365	subscription	$ 4,800.00
SSL Certificates	renewal	$ 300.00
Virtual Server Back-Up Extended Support	support	$ 2,000.00
Global Relay Archiving	support	$ 2,250.00
		$ 24,405.00

701352 Network Firewall (hardware/MC)	$ 1,800.00	$ *1,800.00*	$ 21,100.00	$ *23,450.00*	$ 7,000.00

ITEM	DESCRIPTION	AMOUNT
Advanced Security License	Upgrade X1	$ 6,850.00
VPN Licence (x5)	support	$ 150.00
		$ 7,000.00

701400 PROPERTY & GENERAL INSURANCE					
701402 Property Insurance	$ 6,000.00	$ *5,402.74*	$ 7,000.00	$ *5,402.74*	$ 7,000.00
701403 General Liability Insurance	$ 6,500.00	$ *6,703.20*	$ 7,500.00	$ *8,112.44*	$ 9,000.00
Total 7013150 Office MC - 701400 Insurance	**$ 52,461.52**	**$ *23,741.21***	**$ 76,800.00**	**$ *78,165.18***	**$ 47,405.00**
701500 OFFICE OPERATIONS					
701500 Technology					
701501 Office Equipment New/Replacement	$ 3,000.00	$ 2,575.00	$ 5,000.00	$ 3,000.00	$ 5,000.00
701502 Office Computer Hardware Replace/New	$ 5,000.00	$ 2,000.00	$ 53,500.00	$ 56,525.00	$ 5,000.00

ITEM	DESCRIPTION	AMOUNT
Laptop (x2)	Replace/Upgrade	$ 5,000.00
		$ 5,000.00

ACCOUNT DESCRIPTION	2023/2024 APPROVED AMENDED BUDGET	2023/2024 BUDGET ACTUALS	2024/2025 APPROVED AMENDED BUDGET	2024/2025 BUDGET FORECAST	2025/2026 BUDGET
701503 Office Computer Software - New	$ 3,000.00	$ 1,000.00	$ 8,000.00	$ 8,000.00	$ 5,000.00
701700 Subscriptions/Books/Manuals	$ 500.00	$ 206.00	$ 500.00	$ 245.00	$ 500.00
702100 Office Supplies/Printing	$ 15,000.00	$ 9,870.11	$ 10,000.00	$ 8,500.00	$ 10,000.00
702101 Office Furniture - New	$ 5,000.00	$ -	$ -	$ 4,281.83	$ -
Total 701500 Expenses	**$ 31,500.00**	***$ 15,651.11***	**$ 77,000.00**	***$ 80,551.83***	**$ 25,500.00**
710100 RECRUITING					
710101 Drug Testing	$ -	$ -	$ 50.00	$ -	$ -
710102 Employee Recruiting	$ 500.00	$ -	$ 500.00	$ -	$ -
Total 710100-Recruiting	**$ 500.00**	**$ -**	**$ 550.00**	**$ -**	**$ -**
710200 PROFESSIONAL FEES					
710201 Accounting	$ 27,000.00	*$ 14,850.00*	$ 27,000.00	*$ 21,000.00*	$ 27,000.00
710202 Depository Contract Consultant	$ -	$ -	$ -	$ -	$ 10,000.00
710204 Legal Fees	$ 10,000.00	*$ 5,182.50*	$ 10,000.00	*$ 8,000.00*	$ 10,000.00
710205 911 Testing/Support Technician	$ -	$ -	$ 25,000.00	$ -	$ -
710206 Professional Services (non-contract)	$ 5,000.00	*$ 10,559.40*	$ 15,000.00	*$ 14,588.99*	$ 15,000.00
710208 911 Network Security Expenses	$ 25,000.00	$ -	$ 25,000.00	$ -	$ -
710207 Texas 9-1-1 Alliance Participation	$ 10,507.00	*$ 8,785.00*	$ 10,500.00	*$ 9,000.00*	$ 10,500.00

ITEM	DESCRIPTION	ANNUAL AMOUNT
Alliance Participation Cost		
Vinson & Elkins L.L.P	911 Alliance Counsel	$ 5,500.00
Lauren Fairbanks	State Affairs Consultant	$ 5,000.00
		$ 10,500.00

710209 Tyler Vault (off-site data storage)	$ 6,500.00	*$ 1,500.00*	$ 1,500.00	*$ 1,500.00*	$ 1,500.00
Total 710200-Professional Fees	**$ 84,007.00**	***$ 40,876.90***	**$ 114,000.00**	***$ 52,588.99***	**$ 74,000.00**

ACCOUNT DESCRIPTION				2023/2024 APPROVED AMENDED BUDGET	2023/2024 BUDGET ACTUALS	2024/2025 APPROVED AMENDED BUDGET	2024/2025 BUDGET FORECAST	2025/2026 BUDGET
710300 MEMBERSHIPS/DUES				$ 2,683.00	$ 2,349.00	$ 2,683.00	$ 2,300.00	$ 2,596.64
NAME	ORGANIZATION	DUES						
Smith County 911 District	ETCOG	$ 100.00						
Staff	NENA	$ 735.00						
Staff	APCO	$ 452.00						
Staff	SCAUG	$ 100.00						
Board of Managers (NENA/APCO)	NENA/APCO	$ 940.00						
District	Chamber of Commerce	$ 150.00						
Staff	Tyler Morning Telegraph	$ 119.64						
		$ 2,596.64						
			Total 710300-Professional Organizations	**$ 2,683.00**	**$ 2,349.00**	**$ 2,683.00**	**$ 2,300.00**	**$ 2,596.64**
720000 TRAVEL AND TRAINING							$	
721000 Staff/Board Travel and Training				$ 81,000.00	$ 55,681.50	$ 81,000.00	$ 45,550.00	$ 81,000.00
TRAVEL DETAIL	LOCATION		2025/2026					
NENA		$	25,000.00					
9-1-1 Standards Conference	TBD							
9-1-1 Goes to Washington	D.C							
Annual Conference &Expo	TBD							
APCO		$	25,000.00					
APCO Emerging Technology	TBD							
APCO National Conference	TBD							
Staff								
911 ALLIANCE/OPERATIONS		$	4,000.00					
Monthly mtgs	Dallas							
URISA-GIS Pro 2024	TBD	$	5,000.00					
GIS/Mapping Staff								
CSEC	TBD	$	3,000.00					
Quaartlerly Meeting	Austin							
ESRI		$	9,000.00					
Annual Users Conference	CA							
Miscellaneous Training/Development	TBD	$	10,000.00					
		$	**81,000.00**					
722000 PSAP Travel/Training Funding				$ 10,000.00	$ 8,823.66	$ 10,000.00	$ 8,100.00	$ 10,000.00
730602 Luncheons/Dinners Meetings				$ 3,500.00	$ 4,100.00	$ 5,500.00	$ 4,200.00	$ 5,500.00
			Total 720000-Travel and Training	**$ 94,500.00**	**$ 68,605.16**	**$ 96,500.00**	**$ 57,850.00**	**$ 96,500.00**

ACCOUNT DESCRIPTION		2023/2024 APPROVED AMENDED BUDGET	2023/2024 BUDGET ACTUALS	2024/2025 APPROVED AMENDED LUDGET	2024/2025 BUDGET FORECAST	2025/2026 BUDGET
730000 INTEREST/BANK EXPENSES						
730100 Credit Card Fees		$ -	$ -	$ -	$ -	$ -
730200 Bank Service Charges		$ -	$ -	$ -	$ -	$ -
	Total 730000-Interest/Bank Expenses	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
740000 PUBLIC EDUCATION						
740104 Public Education		$ 30,000.00	$ 28,786.76	$ 30,000.00	$ 25,000.00	$ 30,000.00
DESCRIPTION	COST					
Materials for Schools/Events	$ 10,000.00					
Event Participation/Advertising	$ 10,000.00					
TC Week	$ 10,000.00					
	$ 30,000.00					
	Total 740000-Public Education Expense	**$ 30,000.00**	**$ 28,786.76**	**$ 30,000.00**	**$ 25,000.00**	**$ 30,000.00**
745000 GIS/MAPPING EXPENSES						
745200 Plotter MC/Supplies		$ 2,000.00	$ -	$ -	$ -	$ -
745250 GIS Fiber Connection to Tyler GIS (Suddenlink)		$ 10,500.00	$ 10,500.00	$ 10,500.00	$ 10,500.00	$ 10,500.00
745400 GIS Consortium - SC911 Contribution		$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 35,000.00
	Total 745000-GIS/MAPPING Expense	**$ 32,500.00**	**$ 30,500.00**	**$ 30,500.00**	**$ 30,500.00**	**$ 45,500.00**
750000 DISTRICT VEHICLE EXPENSES						
750101 Insurance - Autos		$ 1,600.00	$ 1,344.56	$ 1,600.00	$ 1,311.24	$ 2,500.00
750102 Repair/Maint.- Autos		$ 3,000.00	$ 1,020.00	$ 3,000.00	$ 2,795.00	$ 3,000.00
750103 Fuel Expenses		$ 8,500.00	$ 5,700.00	$ 8,500.00	$ 4,895.00	$ 8,500.00
750104 District Vehicles Replacement		$ -	$ -	$ -	$ -	$ -
	Total 750000-District Vehicle Expense	**$ 13,100.00**	**$ 8,064.56**	**$ 13,100.00**	**$ 9,001.24**	**$ 14,000.00**
TOTAL GENERAL EXPENSES		**$ 451,491.32**	**$ 345,294.92**	**$ 666,270.36**	**$ 519,246.05**	**$ 445,396.64**
EXPENSES GRAND TOTAL		**$ 1,899,874.54**	**$ 1,759,823.70**	**$ 2,891,330.75**	**$ 2,216,664.87**	**$ 5,266,815.06**

	2023/2024 *APPROVED AMENDED BUDGET*	2023/2024 *BUDGET ACTUAL*	2024/2025 *APPROVED AMENDED BUDGET*	2024/2025 *BUDGET FORECAST*	2025/2026 BUDGET
Beginning Operating Fund Balance				*$ 506,266.96*	$ 493,211.16
INCOME					
GIS CONSORTIUM INTERLOCAL INCOME	$ 60,000.00	*$ 90,000.00*	$ 60,000.00	*$ 60,000.00*	$ 140,000.00
OTHER INCOME	$ 91,539.20	*$ 108,982.66*	$ 10,000.00	*$ 23,599.20*	$ 10,000.00
TOTAL INCOME	**$ 151,539.20**	***$ 198,982.66***	**$ 70,000.00**	***$ 83,599.20***	**$ 150,000.00**
EXPENDITURES					
GIS CONSORTIUM EXPENSES	$ 391,455.00	*$ 141,710.48*	$ 107,655.00	*$ 96,655.00*	$ 290,615.00
TOTAL EXPENDITURES	**$ 391,455.00**	***$ 141,710.48***	**$ 107,655.00**	***$ 96,655.00***	**$ 290,615.00**
Ending Operating Fund Balance				*$ 493,211.16*	$ 352,596.16
GIS CONSORTIUM - AERIAL PHOTOGRAPHY FUND RESERVE (2028)					$ 50,000.00
Unreserved Operating Fund Balance					$ 302,596.16

	2023/2024 APPROVED AMENDED BUDGET	2023/2024 BUDGET ACTUAL	2024/2025 APPROVED AMENDED BUDGET	2024/2025 BUDGET FORECAST	2025/2026 BUDGET
100000 GIS CONSORTIUM INTERLOCAL INCOME					
101000 SC911 District	$ 20,000.00	$ *20,000.00*	$ 20,000.00	$ *20,000.00*	$ 35,000.00
102000 Smith County Appraisal District	$ -	$ *30,000.00*	$ -	$ -	$ 35,000.00
103000 County of Smith TX	$ 20,000.00	$ *20,000.00*	$ 20,000.00	$ *20,000.00*	$ 35,000.00
104000 City of Tyler TX	$ 20,000.00	$ *20,000.00*	$ 20,000.00	$ *20,000.00*	$ 35,000.00
Total 100000-GIS CONSORTIUM PARTICIPANTS CONTRIBUTIONS	**$ 60,000.00**	$ *90,000.00*	**$ 60,000.00**	$ *60,000.00*	**$ 140,000.00**
200000 OTHER INCOME					
201000 Non-Member Contributions	$ -	$ -	$ -	$ -	$ -
202000 Interest Income -GIS Consortium Account	$ 10,000.00	$ *27,443.46*	$ 10,000.00	$ *23,599.20*	$ 10,000.00
203000 SB 8 Federal Grant Income	$ 81,539.20	$ *81,539.20*	$ -	$ -	$ -
203000 Misc. Income	$ -	$ -	$ -		
Total 200000-Other Income	**$ 91,539.20**	$ *108,982.66*	**$ 10,000.00**	$ *23,599.20*	**$ 10,000.00**
TOTAL INCOME	**$ 151,539.20**	$ *198,982.66*	**$ 70,000.00**	$ *83,599.20*	**$ 150,000.00**

			2023/2024 APPROVED AMENDED BUDGET	2023/2024 BUDGET ACTUAL	2024/2025 APPROVED AMENDED BUDGET	2024/2025 BUDGET FORECAST	2025/2026 BUDGET
745200	Aerial Photography (Orthoimagery):	Next Project: 2025/2026	$ 150,000.00	$ *97,269.04*	$ -	$ -	$ 150,000.00
745200	Aerial Photography (LIDAR Partnership w/ TNRIS)		$ 121,800.00	$ *39,786.44*	$ -	$ -	$ -
745250	Aerial Photography -Supplemental		$ -	$ -	$ -	$ -	$ 75,000.00
745300	Web-Based Mapping Services (WMS)		$ 101,615.00	$ *1,615.00*	$ 53,615.00	$ *53,615.00*	$ 53,615.00

ITEM	DESCRIPTION	ANNUAL AMOUNT
SentryOne SQL Monitoring Softwware	Support	$ 615.00
GIS Data Hosting Service		$ 52,000.00
SSL Certificates (Smithcountymapsite.com)	Support	$ 1,000.00
		$ 53,615.00

745400	GIS Consortium Projects		$ 8,040.00	$ *3,040.00*	$ 8,040.00	$ *8,040.00*	$ 6,000.00

ITEM	FY 2025/2026
GIS Community Outreach	$ 5,000.00
GIS Creator User Fee	$ 500.00
ArcGIS Online Credits-SC911 Access	$ 500.00
	$ 6,000.00

745600	GIS Consortium Hardware/Software Replacement		$ 5,000.00	$ -	$ 41,000.00	$ *35,000.00*	$ 6,000.00

ITEM	DESCRIPTION	ANNUAL AMOUNT
Miscellanous Expense	Support	$ 6,000.00
		$ 6,000.00

745800	GIS Consortium Proefessional Services		$ 5,000.00	$ -	$ 5,000.00	$ -	$ -
		Total 745000-GIS Expense	**$ 391,455.00**	**$ *141,710.48***	**$ 107,655.00**	**$ *96,655.00***	**$ 290,615.00**
	TOTAL GENERAL EXPENSES		**$ 391,455.00**	**$ *141,710.48***	**$ 107,655.00**	**$ *96,655.00***	**$ 290,615.00**

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-11

Date: August 27, 2025

Subject: Request that the City Council consider reviewing and accepting the Revenue and Expenditure Report for the period ending June 30, 2025.

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

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

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

General Fund:
- Revenues are projected to be $673,369 more than budgeted, primarily due to increased sales tax.
- Total expenditures are projected to be $39,472 more than budgeted, which is also a minimal variance, suggesting overall spending remains on track with the adopted budget.

Water Utility Fund:
- Revenues are expected to be $2,059,318 less than budgeted for the fiscal year, primarily due to the current trend in rainfall.
- Total expenditures, including inter-fund transactions, are expected to be $1,988,554 less than budgeted due to savings in contingencies, salary savings Waste Collection, and chemical supplies savings in Water Plant.

Solid Waste Fund:
- Revenues are projected to be $605,263 less than budgeted for the fiscal year, primarily due to lower-than-expected collections in residential fees, special pick-up fees, commercial service fees, and roll-off collection fees.
-Expenditures are anticipated to be $729,922 under budget, excluding inter-fund transactions. This is primarily due to a $750,000 contingency in the residential budget, originally set aside to accommodate delayed truck purchases. We do not foresee needing most of this contingency and hope to avoid using it this fiscal year.

Airport Fund:
- Revenues, including transfers from other funds, are projected to be $107,187 more than budgeted.
- Expenditures, including inter-fund transactions, are projected to be $34,225 less than budgeted.

Development Services Fund:
- Revenues are expected to be $337,393 more than budgeted for the fiscal year.
- Total expenditures, including inter-fund transactions, are expected to be $351,527 less than budgeted.

Hotel Occupancy Tax Fund:
- Revenues are expected to be $91,132 more than budgeted, reflecting a minimal variance that indicates collections are generally on track with expectations.
- Expenditures are expected to be $956 more than budgeted, a small difference that indicates spending remains in line with the adopted budget.

Employee Benefits Fund:
- Revenues are expected to be $20,653 less than budgeted, reflecting a minimal variance that shows collections are generally on track with expectations.
- Expenses are expected to be $689,550 less than budgeted.

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

RECOMMENDATION:

Request that the City Council review and consider reviewing and accepting the Revenue and Expenditure Report for the period ending June 30, 2025.

Attachments:
Q3 Financial Statements

Drafted/Recommended By:
Department Leader Lauren Justice, Controller

Edited/Submitted By:
City Manager

City of Tyler, Texas

Quarterly Revenue and Expenditure Report

For the Quarter Ended
June 30, 2025

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

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Unreserved Fund Balance				$ 1,459,327	$ 1,459,327
Operating Reserve				13,356,122	13,356,122
Beginning Fund Balance / Working Capital				**14,815,449**	**14,815,449**
Revenues					
Property Taxes	28,481,882	30,168,341	98.82%	30,528,410	30,422,739
Franchises	8,650,951	8,767,948	71.80%	12,211,595	11,951,839
Sales & Use Taxes	30,212,113	31,837,914	76.60%	41,566,339	42,754,902
Licenses & Permits	300,858	232,047	64.69%	358,724	318,118
Fines & Penalties	3,282,408	3,693,959	85.78%	4,306,200	4,846,966
Use of Money & Property	1,250,283	967,684	51.96%	1,862,196	1,393,138
Current Services	2,339,267	2,320,418	70.56%	3,288,779	3,211,990
Other Agencies	414,862	678,648	73.73%	920,454	1,121,885
Miscellaneous	404,699	298,496	41.11%	726,176	420,665
Total Revenues	**75,337,323**	**78,965,454**	**82.45%**	**95,768,873**	**96,442,242**
Expenditures					
General Government	6,409,112	7,029,865	80.81%	8,699,123	8,509,416
Police	26,667,923	27,849,639	74.10%	37,582,042	37,417,549
Police Grants	472,731	231,790	81.12%	285,753	256,202
Fire	18,729,124	19,555,958	77.19%	25,333,651	26,240,749
Fire Grants	345,975	576,038	112.91%	510,173	784,626
Public Services	5,798,065	6,090,383	63.97%	9,521,219	8,988,633
Parks and Recreation	3,264,655	3,506,696	66.50%	5,273,204	5,258,142
Library	1,538,965	1,584,549	72.46%	2,186,883	2,089,510
Municipal Court	1,506,053	1,760,852	67.84%	2,595,628	2,482,321
Total Expenditures	**64,732,603**	**68,185,771**	**74.12%**	**91,987,676**	**92,027,148**
Transfer In	-	-		-	-
Fair Plaza Fund (240)	-	-		-	-
(Transfer Out)	*(3,485,360)*	*(3,408,717)*		*(3,928,823)*	*(4,523,823)*
General Capital Projects (102)	(52,500)	(70,000)	100.00%	(70,000)	(665,000)
Quality Street Commitment Fund (103)	(1,534,266)	(2,228,712)	100.00%	(2,228,712)	(2,228,712)
Cemetery (204)	(243,750)	(325,000)	100.00%	(325,000)	(325,000)
TIF/ TIRZ #4 (217)	-	-		-	-
Transit (286)	(491,365)	(421,200)	49.33%	(853,806)	(853,806)
Property Facility (663)	(75,979)	(101,305)	100.00%	(101,305)	(101,305)
Productivity Fund (639)	(250,000)	-		-	-
Technology Admin (671)	(337,500)	(262,500)	75.00%	(350,000)	(350,000)
Fleet Fund (640)	(500,000)	-		-	-
Fair Parking Garage (240)	-	-		-	-
Rainy Day Fund (235)	-	-		-	-
Unreserved Fund Balance				869,672	902,648
Operating Reserve				13,798,151	13,804,072
Ending Fund Balance / Working Capital				**$ 14,667,823**	**$ 14,706,720**

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

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Property Taxes					
Current	$ 28,126,195	$ 29,889,109	99.27%	$ 30,108,410	$ 30,071,109
Delinquent	146,629	93,319	50.44%	185,000	123,719
Penalty and Interest	209,058	185,912	79.11%	235,000	227,911
Total Property Taxes	**28,481,882**	**30,168,341**	**98.82%**	**30,528,410**	**30,422,739**
Franchises					
Power and Light	3,671,304	3,504,495	75.79%	4,624,221	4,581,415
Natural Gas	805,795	778,035	74.40%	1,045,704	1,034,034
Telephone	368,335	333,014	63.43%	525,000	454,926
Cable Television	733,858	624,142	62.32%	1,001,517	816,675
Commercial Waste Hauler	871,772	856,113	70.51%	1,214,239	1,161,404
Water and Sewer Franchise	2,199,886	2,672,150	70.30%	3,800,914	3,903,385
Total Franchises	**8,650,951**	**8,767,948**	**71.80%**	**12,211,595**	**11,951,839**
Sales and Use Taxes					
Sales Taxes	29,767,620	31,435,104	76.86%	40,901,127	42,122,526
Mixed Drink Taxes	427,263	380,083	60.60%	627,212	602,265
Bingo Taxes	17,230	22,728	59.81%	38,000	30,111
Total Sales and Use Taxes	**30,212,113**	**31,837,914**	**76.60%**	**41,566,339**	**42,754,902**
Licenses and Permits					
Parking Meters	67,097	14,173	55.10%	25,724	14,174
Wrecker Permits	2,880	2,110	49.65%	4,250	3,136
Burglar Alarms	230,881	215,064	66.17%	325,000	300,108
ROW Permits	-	700	18.67%	3,750	700
Total Licenses and Permits	**300,858**	**232,047**	**64.69%**	**358,724**	**318,118**
Fines & Penalties					
Moving Violations	1,737,160	2,027,235	91.48%	2,216,000	2,597,236
Tax Fees	70,809	83,286	59.49%	140,000	155,286
Arrest Fees	79,740	90,480	84.56%	107,000	115,981
Administrative Fees	65,528	74,649	93.31%	80,000	95,049
Warrant Fees	240,585	263,912	83.25%	317,000	341,913
Child Safety	97,840	106,711	79.64%	134,000	175,963
Teen Court Fines	20	-		-	-
Court Security	-	-		-	-
Miscellaneous Court	48,599	51,564	85.94%	60,000	66,563
Time Payment Fees	-	-		-	-
Special Court Fees	611,710	624,633	73.40%	851,000	834,635
Collection Firm Fees	262,076	299,879	93.13%	322,000	377,879
Court Fee - Clearing	1,720	2,376		-	2,376
Partners for Youth	-	-		-	-
Omnibase Program	32,069	34,619	96.16%	36,000	42,121
Parking Fines	24,725	21,337	66.68%	32,000	25,836
Scofflaw	3,335	3,278	148.98%	2,200	3,877
Animal Fines	6,492	10,001	111.12%	9,000	12,251
Total Fines and Penalties	**3,282,408**	**3,693,959**	**85.78%**	**4,306,200**	**4,846,966**
Use of Money and Property					
Glass Center Rental	21,230	20,301	58.00%	35,000	26,851
Senior Citizen Rental	2,300	1,590	31.80%	5,000	2,840
Miscellaneous Rent	38,218	23,623	50.69%	46,600	33,323
Ballfield Concessions	-	-	0.00%	2,500	-
Glass Rec Concessions	587	758	50.56%	1,500	1,109
Fair Plaza Non-Tenant Parking	16,310	13,355	92.74%	14,400	14,960
Interest Earnings	1,171,637	908,056	51.68%	1,757,196	1,314,055
Total Use of Money and Property	**1,250,283**	**967,684**	**51.96%**	**1,862,196**	**1,393,138**

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

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Current Services					
Swimming Pool	11,708	17,231	68.92%	25,000	29,731
Fire Inspection	124,422	124,546	83.03%	150,000	154,547
Lot Mowing	34,203	29,361	48.02%	61,138	35,000
Glass Membership	53,689	60,263	80.35%	75,000	80,263
Copying Fees	11,776	12,787	85.25%	15,000	16,400
Utility Cuts	132,000	-	0.00%	132,000	132,000
Library Non Resident Fees	17,937	16,395	73.78%	22,222	22,380
Library Lost Books	2,581	2,248	93.68%	2,400	3,264
Library Fines	10,694	7,748	24.06%	32,200	8,748
Non Resident Internet Use	1,230	974	24.35%	4,000	1,398
Open Records	24,350	31,867	127.47%	25,000	36,809
Overhead Reimbursement - Fund 219	36,745	36,745	75.00%	48,993	48,992
1/2 Cent Administration Costs	295,947	393,527	75.00%	524,702	524,704
Overhead Reimbursement - Fund 502	1,080,938	1,102,556	75.00%	1,470,075	1,470,076
Overhead Reimbursement - Fund 560	200,143	204,686	75.20%	272,194	272,912
Softball Fees	3,835	1,200	20.00%	6,000	1,200
Basketball Fees	350	5,450	68.94%	7,905	7,375
Volleyball Fees	990	2,340	48.75%	4,800	3,625
Tournament Fees	-	-		-	-
Other Sports Fees	-	8,300	150.91%	5,500	8,620
Field Maintenance	61,105	105,997	90.87%	116,650	159,498
Recreation Classes/Events	53,498	38,858	64.76%	60,000	44,609
Faulkner Tennis Center	-	-		-	-
Animal Adoption Fees	13,100	11,440	38.13%	30,000	12,440
Animal Shelter Fees	3,455	4,048	22.49%	18,000	5,547
Fire Cost Recovery Fees	164,573	101,852	56.58%	180,000	131,852
Total Current Services	**2,339,267**	**2,320,418**	**70.56%**	**3,288,779**	**3,211,990**
Other Agencies					
State Government	45,777	54,027	207.80%	26,000	54,027
Income from Restitution	292	179	71.40%	250	178
Auto Theft Task Force	97,855	122,223	84.29%	145,000	161,089
School Crossing Guards	-	-		-	-
Comprehensive Traffic	38,232	41,109	54.99%	74,755	59,799
County Haz-Mat Service	3,750	4,442	74.04%	6,000	7,442
SHSP PD Grant	44,684	-	0.00%	23,591	23,591
Fire TCLEOSE Allocation	-	-	0.00%	1,000	1,000
State JAG Allocation	47,117	26,456	100.00%	26,455	26,456
COPS Grant	20,440	-		-	-
Federal JAG Allocation	37,416	28,802	84.71%	34,000	28,802
BJA Cares	-	-		-	-
Police Safety OOG	-	-	0.00%	99,475	-
AFG Grant	-	-		-	-
PSAP SC 911	-	-		-	95,000
SAFER Grant	79,298	401,411	82.95%	483,928	664,501
Coronavirus Relief Funds	-	-		-	-
Total Other Agencies	**414,862**	**678,648**	**73.73%**	**920,454**	**1,121,885**
Miscellaneous					
Miscellaneous	136,288	114,550	56.35%	203,276	140,749
Unclaimed Property Revenue	7,208	12,192	97.53%	12,500	15,566
Return Checks	125	200		-	200
Sale of Equipment	-	-	0.00%	400	-
Junk Vehicle Revenue	-	-		-	-
Methane Gas Sales	257,578	168,454	33.69%	500,000	257,900
Funeral Escorts	3,500	3,100	31.00%	10,000	6,250
Total Miscellaneous	**404,699**	**298,496**	**41.11%**	**726,176**	**420,665**
Total General Fund Revenues	**$ 75,337,323**	**$ 78,965,454**	**82.45%**	**$ 95,768,873**	**$ 96,442,242**

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

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
General Government					
General Government	$ 653,907	$ 756,229	74.20%	$ 1,019,138	$ 982,424
Outside Agencies	216,318	266,500	94.19%	282,943	282,943
GF Non-Dept Exp	2,218,819	2,420,175	92.60%	2,613,579	2,597,227
Innovation and Economic Development	9,786	12,733	93.17%	13,667	13,350
Finance	1,407,568	1,562,267	80.80%	1,933,570	1,916,727
Legal	994,778	1,052,578	72.87%	1,444,493	1,375,097
Communications	415,660	473,329	70.28%	673,491	673,533
Human Resources	492,276	486,054	67.67%	718,242	668,115
Total General Government	**6,409,112**	**7,029,865**	**80.81%**	**8,699,123**	**8,509,416**
Public Safety					
Police Services	26,667,923	27,849,639	74.10%	37,582,042	37,417,549
State JAG	47,117	26,458	100.01%	26,456	26,458
Federal JAG	37,416	28,931	85.09%	34,000	28,931
COPS Grant	179,534	15,399	78.81%	19,540	-
Auto Theft Task Force	189,617	143,252	77.12%	185,757	183,063
L.E. Education Grant	19,047	17,750	88.75%	20,000	17,750
Fire Services	18,729,124	19,555,958	77.19%	25,333,651	26,240,749
Fire SAFER Grant	345,975	542,610	106.36%	510,173	751,197
Fire TIFMAS	-	33,428		-	33,429
Total Public Safety	**46,215,753**	**48,179,997**	**75.62%**	**63,711,619**	**64,665,697**
Public Services					
Engineering Services	555,577	744,061	60.87%	1,222,401	1,021,794
Streets	2,247,675	2,443,238	65.24%	3,745,140	3,532,177
Traffic Operations	1,874,106	1,766,714	60.50%	2,919,948	2,846,968
Parking Garage	21,888	16,404	57.52%	28,520	20,400
Animal Services	1,098,819	1,119,965	69.77%	1,605,210	1,567,294
Total Public Services	**5,798,065**	**6,090,383**	**63.97%**	**9,521,219**	**8,988,633**
Parks & Recreation					
Administration	2,323,758	2,407,985	67.24%	3,581,206	3,595,027
Indoor Recreation	546,403	614,721	76.20%	806,744	837,201
Outdoor Recreation	167,957	180,504	45.84%	393,811	367,299
Median Maint/Arborist	226,537	303,486	61.75%	491,443	458,615
Total Parks & Recreation	**3,264,655**	**3,506,696**	**66.50%**	**5,273,204**	**5,258,142**
Library	**1,538,965**	**1,584,549**	**72.46%**	**2,186,883**	**2,089,510**
Municipal Court	**1,506,053**	**1,760,852**	**67.84%**	**2,595,628**	**2,482,321**
Total General Fund Expenditures	**$ 64,732,603**	**$ 68,152,343**	**74.09%**	**$ 91,987,676**	**$ 91,993,719**

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

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Beginning Fund Balance				**3,016,047**	**3,016,047**
Revenues					
Building Permits	1,464,772	1,249,082	82.92%	1,506,439	1,814,953
Electrical Permits	197,354	140,115	60.92%	230,000	203,624
Plumbing Permits	102,212	90,601	56.63%	160,000	134,104
Zoning Permits	62,426	60,625	63.82%	95,000	83,438
Mechanical Permits	79,046	44,485	49.43%	90,000	69,628
Cert. of Occupancy Fees	17,650	17,700	59.00%	30,000	25,147
Local TABC Fee	3,045	7,875	39.38%	20,000	10,875
Billboard Registration	15,215	14,025	93.22%	15,045	14,025
Sign Permits	24,915	24,085	60.21%	40,000	35,600
Contractor License	41,850	42,650	85.30%	50,000	52,038
House Moving Permits	-	-		-	-
Permit Fee - Clearing	-	-		-	-
Interest Earnings	146,846	163,286	326.57%	50,000	211,136
Copying/Printing Fees	116	38		-	38
Platting Fees	63,265	51,035	60.04%	85,000	73,196
Miscellaneous Income	-	75		-	75
Contractor Testing Fees	16,039	-		-	-
Subdivision Plan Review	23,000	26,000	43.33%	60,000	41,000
CLG Grant	-	-		-	-
Total Revenues	**2,257,750**	**1,931,678**	**79.44%**	**2,431,484**	**2,768,877**
Expenditures					
Planning and Zoning	667,159	884,260	56.87%	1,554,775	1,301,974
Building Services	1,136,832	1,177,017	69.44%	1,694,976	1,596,250
Total Expenditures	**1,803,991**	**2,061,277**	**63.43%**	**3,249,751**	**2,898,224**
Transfer Out	-	-		-	-
Productivity Fund (639)	-	-		-	-
Ending Fund Balance				**2,197,780**	**2,886,700**

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

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Unreserved Fund Balance				$ 10,470,358	$ 10,470,358
Operating Reserve				6,012,798	6,012,798
Beginning Fund Balance / Working Capital				**16,483,156**	**16,483,156**
Revenues					
Use of Money and Property	569,690	305,216	57.94%	526,734	459,905
Charges for Current Services	37,139,345	45,068,108	66.91%	67,351,360	65,281,831
Miscellaneous Income	56,288	108,114	187.05%	57,800	134,840
Total Revenues	**37,765,323**	**45,481,438**	**66.95%**	**67,935,894**	**65,876,576**
Expenditures					
741 Administration	4,039,080	4,661,580	65.01%	7,170,318	6,845,404
742 Water Office	2,488,029	2,470,968	79.60%	3,104,409	3,367,156
743 Water Distribution	3,689,218	3,908,359	74.65%	5,235,558	5,235,427
744 Water Plant	6,086,512	5,665,402	53.06%	10,677,624	9,656,302
745 Waste Collection	2,959,060	2,988,537	69.78%	4,282,510	4,003,994
746 Waste Treatment	4,292,971	4,142,772	66.61%	6,219,330	5,781,839
747 Lake Tyler	690,974	1,012,971	66.40%	1,525,658	1,535,834
749 GIS	961,770	969,891	70.91%	1,367,712	1,367,593
1741 Purchasing	234,014	234,778	72.97%	321,763	304,373
1745 CD/CMOM (Regulatory Monitoring)	3,363,188	2,163,447	45.50%	4,754,336	4,715,032
1746 Sludge Disposal	1,080,896	1,530,973	73.59%	2,080,510	1,938,220
Total Expenditures	**29,885,713**	**29,749,678**	**63.65%**	**46,739,728**	**44,751,174**
Transfer In	-	-		-	-
(Transfer Out)	*(9,898,033)*	*(13,012,859)*		*(22,094,857)*	*(22,094,856)*
Economic Development Fund (208)	(131,250)	(131,250)	75.00%	(175,000)	(175,000)
Utilities Capital Fund (503)	(4,125,000)	(7,241,568)	50.00%	(14,483,136)	(14,483,136)
Productivity Fund (639)	(250,000)	(250,000)	100.00%	(250,000)	(250,000)
Property and Facility Fund (663)	(37,990)	(37,990)	75.00%	(50,653)	(50,652)
Debt Service Fund (504)	(5,016,293)	(5,014,551)	75.00%	(6,686,068)	(6,686,068)
Technology Fund (671)	(337,500)	(337,500)	75.00%	(450,000)	(450,000)
General Capital Fund (102)	-	-		-	-
Unreserved Fund Balance				8,573,506	8,801,026
Operating Reserve				7,010,959	6,712,676
Ending Fund Balance / Working Capital				**$ 15,584,465**	**$ 15,513,702**

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

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Use of Money and Property					
Lake Tyler Lot Rental	71,389	89,127	122.76%	72,604	$ 89,127
Lake Tyler Marina	30,083	24,402	73.65%	33,130	41,641
Barge Concession	17,887	16,974	80.83%	21,000	28,424
Interest Earnings	450,330	174,714	43.68%	400,000	300,713
Total Use of Money and Property	**569,690**	**305,216**	**57.94%**	**526,734**	**459,905**
Charges for Current Services					
Meter Activation	248,841	226,961	56.74%	400,000	343,113
Water Service	57,840	133,795	66.90%	200,000	189,312
Sewer Service	75,440	120,642	80.43%	150,000	155,491
Sewer Activation	8,944	6,811	41.28%	16,500	13,588
EMS Billing Fees	3,977	3,977	50.00%	7,953	7,952
Water System Fee	88,572	88,483	75.42%	117,321	118,808
Meter Set & Test Fees	15,033	26,100	137.37%	19,000	35,100
Plug Fee	1,200	200	2.67%	7,500	200
After Hrs./Additional Trip Fees	40,329	37,675	83.72%	45,000	48,525
Water Quality Fee	107,786	108,123	73.91%	146,286	145,095
Current Water Sales	17,851,783	20,873,472	63.13%	33,064,216	31,369,239
Miscellaneous Water Sales	12,075	71,951	359.76%	20,000	75,703
Old Account Collection Fees	-	(1)		-	-
Reconnect Fees	293,900	300,525	77.06%	390,000	407,900
Overhead Reimbursment from Solid Waste Fund	260,913	258,290	75.00%	344,386	344,384
Sewer Charges	15,045,691	19,775,643	68.80%	28,743,208	27,944,619
Labor & Equipment	129,639	16,136	23.05%	70,000	16,136
Water Connect Fees	177,161	181,400	71.14%	255,000	265,750
Septic Tank Dumping Fees	945,415	1,162,539	105.21%	1,105,000	1,331,522
Wholesale Water Sales	1,218,606	1,135,555	75.70%	1,500,000	1,735,272
Late Notice Fees	378,063	356,223	71.24%	500,000	485,313
Fire Line Charges	144,448	140,772	72.99%	192,875	191,693
Overhead Reimbursment from Storm Water Fund	33,689	42,836	75.00%	57,115	57,116
Total Charges for Current Services	**37,139,345**	**45,068,108**	**66.91%**	**67,351,360**	**65,281,831**
Miscellaneous					
Miscellaneous Income	25,613	74,444	248.15%	30,000	91,195
Lake Tyler East Registration	2,745	2,800	100.00%	2,800	2,800
Returned Check Fees	27,930	30,870	123.48%	25,000	40,845
Total Miscellaneous	**56,288**	**108,114**	**187.05%**	**57,800**	**134,840**
Total Revenues	**$ 37,765,323**	**$ 45,481,438**	**66.95%**	**$ 67,935,894**	**$ 65,876,576**

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

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Operating Reserve				2,708,427	2,708,427
Unreserved Fund Balance				(2,109,914)	(2,109,914)
Beginning Fund Balance / Working Capital				**598,513**	**598,513**
Revenues					
Interest and Rental Income	3,641	8,601	172.02%	5,000	11,706
Charges for Residential Serv.	7,126,613	7,180,053	69.89%	10,272,855	10,038,694
Charges for Commercial Serv.	3,578,471	3,856,428	71.50%	5,393,886	5,326,383
Recycle Sales	54,321	65,187	93.12%	70,000	84,836
Roll-Off	1,268,391	1,379,013	65.67%	2,100,000	1,834,524
Miscellaneous	1,172,245	898,434	60.16%	1,493,462	1,433,797
Total Revenues	**13,203,682**	**13,387,715**	**69.24%**	**19,335,203**	**18,729,940**
Expenditures					
Administration	1,771,097	1,673,726	78.45%	2,133,526	2,040,960
Residential Collection	6,236,567	4,881,250	66.05%	7,390,083	6,617,095
Commercial Collection	3,916,135	3,918,789	71.01%	5,518,390	5,592,595
Keep Tyler Beautiful	120,929	178,977	81.66%	219,176	219,155
Code Enforcement	951,259	1,036,934	78.81%	1,315,797	1,377,245
Total Expenditures	**12,995,986**	**11,689,677**	**70.52%**	**16,576,972**	**15,847,050**
(Transfer Out)	*(969,240)*	*(1,113,153)*	*94.68%*	*(1,175,653)*	*(1,175,653)*
Economic Development Fund (208)	(75,000)	-		-	-
SW Capital Fund (562)	(618,750)	(825,000)	100.00%	(825,000)	(825,000)
Productivity Fund (639)	(50,000)	(50,000)	100.00%	(50,000)	(50,000)
Property and Facility Fund (663)	(37,990)	(50,653)	100.00%	(50,653)	(50,653)
Technology Fund (671)	(187,500)	(187,500)	75.00%	(250,000)	(250,000)
Operating Reserve				2,486,546	2,377,058
Unreserved Fund Balance				(305,455)	(71,308)
Ending Fund Balance / Working Capital				**2,181,091**	**2,305,750**

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

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Use of Money and Property					
Rent - Miscellaneous	$ 7,355	$ 8,601	172.02%	$ 5,000	$ 11,706
Interest Earnings	(3,713)	-		-	-
Total Use of Money and Property	**3,641**	**8,601**	**172.02%**	**5,000**	**11,706**
Charges for Current Services					
Residential Sanitation Fees	7,069,666	7,137,663	70.23%	10,162,855	9,975,804
Special Pickup Revenue	56,947	42,390	38.54%	110,000	62,890
Commercial Fees	3,578,471	3,856,428	71.50%	5,393,886	5,326,383
Roll-Off Collection Fees	1,268,391	1,379,013	65.67%	2,100,000	1,834,524
Total Charges for Current Services	**11,973,474**	**12,415,494**	**69.88%**	**17,766,741**	**17,199,601**
Recycle Sales					
Recycle Sales	54,321	65,187	93.12%	70,000	84,836
Total Recycle Sales	**54,321**	**65,187**	**93.12%**	**70,000**	**84,836**
Miscellaneous Income					
Landfill Royalty Fee	646,294	633,994	66.74%	950,000	1,034,360
Miscellaneous Income	525,951	264,440	48.66%	543,462	399,437
Total Miscellaneous Income	**1,172,245**	**898,434**	**60.16%**	**1,493,462**	**1,433,797**
Total Revenues	**$ 13,203,682**	**$ 13,387,715**	**69.24%**	**$ 19,335,203**	**$ 18,729,940**

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

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Reserve for Construction				$ 300	$ 300
Reserve for Customer Facility				459,791	459,701
Unreserve Working Capital				1,215,746	1,215,746
Beginning Fund Balance				**1,675,837**	**1,675,747**
Revenues					
Use of Money and Property	926,038	931,612	79.54%	1,171,216	1,238,704
Current Service Charges	110,180	148,117	95.81%	154,600	182,119
Customer Facility Service Charges	100,999	83,217	83.22%	100,000	108,217
Miscellaneous Income	27,829	15,205	105.07%	14,472	19,405
Other Agencies	302,674	325,402	69.48%	468,372	467,402
Total Revenues	**1,467,720**	**1,503,553**		**1,908,660**	**2,015,847**
Expenditures					
Airport					
Operations	1,119,831	1,313,195	74.09%	1,772,424	1,799,405
Capital	-	-		-	-
Contingency	-	7,624	15.25%	50,000	-
Airport Total	**1,119,831**	**1,320,819**		**1,822,424**	**1,799,405**
Customer Facility					
Wash Bay Maintenance	14,127	830	8.30%	10,000	-
Wash Bay Debt Service	8,742	7,144	6.76%	105,680	104,474
Total Customer Facility	**22,869**	**7,974**		**115,680**	**104,474**
Total Expenditures	**1,142,700**	**1,328,792**		**1,938,104**	**1,903,879**
Transfer In	-	-		*72,000*	-
PFC (234)	-	-	0.00%	72,000	-
Transfer Out	*(27,750)*	*(27,750)*		*(87,000)*	*(87,000)*
Airport Grant Fund (525)	-	-	0.00%	(50,000)	(50,000)
Technology Fund (671)	(27,750)	(27,750)	75.00%	(37,000)	(37,000)
Productivity Fund (639)	-	-		-	-
Reserve for Construction				300	300
Reserve for Customer Facility				444,111	463,444
Unreserve Working Capital				1,186,982	1,236,971
Ending Fund Balance				**$ 1,631,393**	**$ 1,700,715**

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

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Use of Money and Property					
Airline Facilities Rental	33,750	33,750	75.00%	45,000	45,000
Airport Long-Term Parking	360,234	361,545	79.11%	457,000	481,546
Interest Earnings	37,673	48,971	144.03%	34,000	65,470
Landing Fees	31,486	35,340	88.30%	40,022	45,442
Restaurant Concessions	9,214	7,243	76.25%	9,500	8,443
FAA Building Rental	47,694	45,236	76.66%	59,005	55,027
Car Leasing Rental	250,457	253,953	84.15%	301,800	329,954
Agricultural Lease	-	-	0.00%	1,693	400
Hangar Land Lease	115,381	112,392	70.47%	159,484	149,856
HAMM	-	-	0.00%	15,000	15,000
Common Use Fees	13,299	12,937	85.04%	15,212	17,435
Wash Bay Fees	13,227	14,520	126.26%	11,500	18,020
Non Aviation Land Lease	13,623	5,725	26.02%	22,000	7,111
Total Use of Money and Property	**926,038**	**931,612**		**1,171,216**	**1,238,704**
Current Service Charges					
Airport Fuel Flowage	55,400	60,824	84.48%	72,000	80,824
Customer Facility Charge	100,999	83,217	83.22%	100,000	108,217
Advertising Space Fees	54,780	87,294	105.68%	82,600	101,295
Total Current Service Charges	**211,179**	**231,334**	**90.86%**	**254,600**	**290,336**
Miscellaneous Income					
Miscellaneous Income	25,629	13,301	115.94%	11,472	17,501
Oil Leases and Royalties	2,200	1,904	63.48%	3,000	1,904
Total Miscellaneous Income	**27,829**	**15,205**	**105.07%**	**14,472**	**19,405**
Other Agencies					
ARPA - Airport	302,674	325,402	69.48%	468,372	467,402
CRRSSA Grant	-	-		-	-
Total Other Agencies	**302,674**	**325,402**	**69.48%**	**468,372**	**467,402**
Total Revenues	**1,467,720**	**1,503,553**	**78.78%**	**1,908,660**	**2,015,847**

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

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Unreserved Fund Balance				$ 3,302,673	$ 3,302,673
Reserve (2% Tax)				(1,744,905)	(1,744,905)
Beginning Fund Balance / Working Capital				**1,557,768**	**1,557,768**
Revenues					
7 % Occupancy Tax	2,544,817	2,501,712	72.58%	3,447,002	3,491,712
2 % Occupancy Tax	730,396	717,995	73.43%	977,807	1,022,996
Interest Earnings	(1,277)	11,733	78.22%	15,000	16,233
Donations	500,000	500,000	100.00%	500,000	500,000
Total Revenues	**3,773,936**	**3,731,439**		**4,939,809**	**5,030,941**
Expenditures					
Texas Rose Festival	15,000	15,000	100.00%	15,000	15,000
Discovery Place	32,400	25,000	100.00%	25,000	25,000
Symphony	50,000	45,000	100.00%	45,000	45,000
Museum of Art	35,000	30,000	100.00%	30,000	30,000
Historical Museum	13,500	10,000	100.00%	10,000	10,000
Visitors and Convention Bureau	565,875	737,000	100.00%	737,000	737,000
Tyler Civic Theatre	-	-		-	-
McClendon House	4,500	-		-	-
Historic Aviation Museum	13,500	13,000	100.00%	13,000	13,000
Texas Hotel & Lodging Dues	14,687	-		-	-
2% Convention Center Facility	3,335,833	336,798	100.30%	335,798	336,798
Sport Tyler Award	25,000	25,000	100.00%	25,000	25,000
Special Services	(66,706)	58,306	89.70%	65,000	64,956
Parking Lot Improvement	-	58,571	29.29%	200,000	200,000
Tournament Expenses	-	-		-	-
Contingencies	-	-		-	-
Total Expenditures	**4,038,589**	**1,353,675**		**1,500,798**	**1,501,754**
Transfers In	-	-		-	-
Half Cent (231)	-	-		-	-
Rainy Day Fund (235)	-	-		-	-
(Transfers Out)	*(2,787,350)*	*(2,851,752)*		*(3,596,002)*	*(3,596,000)*
Tourism Fund (219)	(2,175,000)	(2,232,752)	75.00%	(2,977,002)	(2,977,000)
Debt Service Fund (302)	(593,600)	(594,000)	100.00%	(594,000)	(594,000)
Property and Facility Management (663)	(18,750)	(25,000)	100.00%	(25,000)	(25,000)
(Roof Replacement Tourism)					
Unreserved Fund Balance				2,503,673	2,049,662
Reserve (2% Tax)				(1,102,896)	(558,707)
Ending Fund Balance / Working Capital				**$ 1,400,777**	**$ 1,490,955**

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

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Beginning Fund Balance / Working Capital				**$ 7,297,157**	**$ 7,297,157**
Revenues					
Oil Leases and Royalties	23,291	22,493	40.90%	55,000	29,294
Sale of Property	-	-		-	-
Interest Earnings	273,961	238,838	106.15%	225,000	313,837
Total Revenues	**297,252**	**261,331**		**280,000**	**343,131**
Expenditures					
Downtown Property Maintenance	-	-		-	-
Special Services	975,000	-		-	-
Building Improvements	-	-		-	-
Contingencies	-	-	0.00%	100,000	-
Total Expenditures	**975,000**	**-**		**100,000**	**-**
Transfers In	-	-		-	-
General Fund (101)	-	-		-	-
(Transfers Out)	*(2,375,000)*	-		-	-
Hotel Tax Fund (211)	(2,375,000)	-		-	-
General Capital Projects Fund (102)	-	-		-	-
Ending Fund Balance / Working Capital				**$ 7,477,157**	**$ 7,640,288**

Transit Fund(286)
Statement of Revenues, Expenditures, and Changes in Working Capital
Fiscal Year 2024-2025

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025
Beginning Fund Balance / Working Capital				**$ 11,748**
Revenues				
Transit Fees	124,374	129,863	72.15%	180,000
Advertising	23,435	14,260	95%	15,000
Bus Sales and Other Income	4,096	70,594	1138.61%	6,200
Donations	155,217	12,230	11.65%	105,000
State Grant	1,170,257	744,732	20.85%	3,572,666
Federal Grant	410,188	941,459	68.98%	1,364,747
Total Revenues	**1,887,567**	**1,913,138**		**5,243,613**
Expenditures				
Transit Operations	2,379,992	2,336,541	38.70%	6,037,878
Total Expenditures	**2,379,992**	**2,336,541**		**6,037,878**
Transfers In	*491,365*	*421,200*		*853,806*
General Fund (101)	491,365	421,200	49%	853,806

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

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Reserved for Workers Comp.				$ 2,987,701	$ 2,987,701
Reserved Property/Liability				995,900	995,900
Beginning Fund Balance / Working Capital				**3,983,601**	**3,983,601**
Revenues					
Distributed Interest	106,027	177,320	208.61%	85,000	231,572
Special Event Policy	7,750	18,594	1	15,500	22,436
Unemployment / Disability Premiums	85,374	90,983	80.20%	113,450	122,429
Property and Liability Premiums	1,798,363	1,922,496	87.40%	2,199,704	2,202,903
Workers Comp Premiums	1,632,871	1,673,478	157.47%	1,062,746	1,673,479
Outside Agency - ARPA Reimbursement	25,657	-		-	-
Total Revenues	**3,656,043**	**3,882,871**		**3,476,400**	**4,252,819**
Expenditures					
Employee Cost	159,279	174,768	77.66%	225,040	236,289
Unemployment / Disability	114,572	172,642	74.51%	231,693	236,109
Property and Liability	1,521,264	1,897,092	87.07%	2,178,712	2,219,410
Workers Comp	423,122	433,110	47.22%	917,287	661,399
Contingency	-	-	-	500,000	500,000
Total Expenditures	**2,218,236**	**2,677,612**		**4,052,732**	**3,853,207**
Transfer Out	-	-		*1,880*	-
Productivity Fund (639)	-	-	0.00%	1,880	-
Reserved for Workers Comp.				2,556,862	3,287,410
Reserved Property/Liability				852,287	1,095,803
Ending Fund Balance / Working Capital				**$ 3,409,149**	**$ 4,383,213**

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

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Beginning Fund Balance				**$ 3,401,265**	**$ 3,401,265**
Revenues					
Health Benefits	10,229,437	11,535,727	72.36%	15,941,084	15,575,000
Dental Benefits	299,926	300,967	69.03%	435,988	401,070
Life Insurance	200,925	224,870	101.62%	221,275	300,936
Other Benefits	572,199	524,709	154.70%	514,086	653,098
Interest Earnings	94,581	146,015	554.37%	26,339	188,015
Outside Agencies -Grant Reimbursement	34,588	-		-	-
Total Revenues	**11,431,655**	**12,732,288**		**17,138,772**	**17,118,119**
Expenditures					
Health Benefits	10,936,697	11,561,570	72.83%	15,875,039	15,227,100
Dental Benefits	357,810	375,739	70.93%	529,708	516,687
Life Insurance	180,891	199,322	63.89%	312,000	298,112
Other Benefits	12,374	17,930	65.19%	27,506	17,930
Affordable Care Act	5,905	-	-	6,789	5,316
Special Services	22,267	36,227	48.58%	74,572	73,017
Travel and Training	-	1,686	-	2,000	2,286
Benefit Analyst	67,374	103,463	82.41%	125,549	120,495
Vision Insurance	72,566	70,075	-	89,983	92,653
Total Expenditures	**11,655,884**	**12,366,012**		**17,043,146**	**16,353,596**
Transfer In	-	-		-	-
(Transfer Out)	-	-		-	-
Ending Fund Balance				**$ 3,496,891**	**$ 4,165,788**

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

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Interest Earnings	$ 94,581	$ 146,015	554.37%	$ 26,339	$ 188,015
Employee Assistance Program	5,949	5,949	22.71%	26,196	5,949
Section 125 Forfeiture	-	-		-	-
Health Benefits Paid by City	8,420,894	9,661,910	76.76%	12,587,438	13,070,912
Health Benefits paid by employee	1,808,543	1,873,817	55.87%	3,353,646	2,504,088
COBRA Premiums	3,509	470		-	469
Dental Benefits paid by employees	212,347	213,210	73.19%	291,305	284,166
Dental Benefits paid by City	87,579	87,757	60.65%	144,683	116,904
Life Insurance Premiums paid by City	5,482	5,577	67.93%	8,210	7,422
Life Insurance Premiums paid by employees	195,443	219,293	102.92%	213,065	293,514
Miscellaneous Income - Rebates	462,845	275,487	68.87%	400,000	385,276
Stop loss Reimbursement	43,782	187,326		-	187,326
Vision Insurance	56,114	55,478	63.12%	87,890	74,078
Outside Agency - ARPA Reimbursement	34,588	-		-	-
Total Revenues	**$ 11,431,655**	**$ 12,732,288**	**74.29%**	**$ 17,138,772**	**$ 17,118,119**

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

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Benefit Analyst	$ 67,374	$ 103,463	82.41%	$ 125,549	$ 120,495
Life Insurance Premiums	180,891	199,322	63.89%	312,000	298,112
Affordable Care Act	5,905	-	-	6,789	5,316
Special Services	22,267	36,227	48.58%	74,572	73,017
Travel and Training	-	1,686	1	2,000	2,286
Employee Assistance Program Fees	12,374	17,930	65.19%	27,506	17,930
Health Claim Payments	7,706,244	8,435,921	85.70%	9,843,572	10,213,898
Rx Claims	2,333,925	2,140,919	46.13%	4,641,046	3,670,893
Dental Administrative Fees	11,661	11,695	53.41%	21,898	16,085
Dental Claim	346,148	364,043	71.69%	507,810	500,602
Health Admin Fees	264,131	328,823	80.16%	410,222	449,494
Health Stop loss	632,398	655,907	66.92%	980,199	892,815
Vision Insurance	72,566	70,075	77.88%	89,983	92,653
Total Expenditures	**$ 11,655,884**	**$ 12,366,012**	**72.56%**	**$ 17,043,146**	**$ 16,353,596**

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

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Beginning Fund Balance/Reserved for Commitments				**$ 78,918**	**$ 78,918**
Revenues					
Health Benefits	1,841,736	1,825,433	58.28%	3,132,248	2,763,708
Dental Benefits	54,641	19,635	21.82%	89,990	66,641
Interest Earnings	-	303		-	603
Total Revenues	**1,896,377**	**1,845,371**	**57.27%**	**3,222,238**	**2,830,952**
Expenditures					
Health Benefits	1,826,120	1,631,559	56.46%	2,889,899	2,525,333
Dental Benefits	154,321	142,568	74.42%	191,582	208,484
Life Insurance	19,986	19,706	53.88%	36,571	27,185
Special Services	16,669	42,940	92.40%	46,470	27,010
Benefit Analyst	28,875	44,342	82.49%	53,756	36,051
Affordable Care Act	506	-	0.00%	511	1,017
Total Expenditures	**2,046,475**	**1,881,114**	**58.44%**	**3,218,789**	**2,825,080**
Transfer In					
(Transfer Out)	-	-		-	-
Ending Fund Balance/Reserved for Commitments				**$ 82,367**	**$ 84,790**

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

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Interest Earnings	$ -	$ 303		$ -	$ 603
Retiree Health Premium	203,311	158,348	67.68%	233,953	284,814
Retiree Medicare Supplemental Ins Premiums	355,662	309,224	64.94%	476,134	496,963
Retiree Dental Premium	54,641	19,635	21.82%	89,990	66,641
PARS Trust Fund Reimbursement	1,282,763	1,357,860	56.06%	2,422,161	1,981,931
Health Stop Loss	-	-		-	-
Total Revenues	**$ 1,896,377**	**$ 1,845,371**	**$ 2**	**$ 3,222,238**	**$ 2,830,952**

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

	Actuals 2023-2024	Actuals 2024-2025	Percent of Budget	Amended Budget 2024-2025	Projected 2024-2025
Life Insurance	$ 19,986	$ 19,706	53.88%	$ 36,571	$ 27,185
Benefit Analyst	28,875	44,342	82.49%	53,756	36,051
Special Services	16,669	42,940	92.40%	46,470	27,010
Medicare Supplement	773,392	830,038	82.89%	1,001,394	1,036,170
Health Claim Payments	648,580	475,245	38.45%	1,235,924	884,777
Rx Claims	290,311	227,684	46.20%	492,828	455,569
Dental Administrative Fees	6,048	5,900	69.99%	8,430	8,302
Dental Claim	148,273	136,667	74.62%	183,152	200,182
Health Admin Fees	44,576	35,981	66.40%	54,185	56,755
Health Stop loss	69,261	62,611	59.31%	105,568	92,062
Affordable Care Act	506	-	0.00%	511	1,017
Total Expenditures	**$ 2,046,475**	**$ 1,881,114**	**58.44%**	**$ 3,218,789**	**$ 2,825,080**