CITY COUNCIL AGENDA

Wednesday, September 24, 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, September 24, 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 August 13, 2025, and the minutes of the City Council Boards and Commission Work session/Training held on August 13, 2025.

AWARDS

A-1 Request that the City Council consider recognizing the following employees for their years of service and commitment to the City of Tyler. They represent 165 years of service with the City of Tyler.

Michael Malone, Police Lieutenant IV, 30 years of service; John Rains, Fire Driver Engineer IV, 25 years of service; Dustin Goodwin, Fire Senior Captain II, 25 years of service; Michael Jordan, Groundskeeper, 25 years of service; Karen Reasoner, Accountant, 20 years of service; Claudia Rodriguez, Billing Supervisor, 20 years of service; Aaron Cockrell, PS Communications Supervisor, 20 years of Service

A-2 Request that the City Council consider recognizing the following baby for her months of service and commitment to the City of Tyler. She represents six months of service with the City of Tyler.

Sofia Terrazas, Infants at Work IAW Participant, six months

PRESENTATION

P-1 Request that the City Council consider accepting the Gold Star Affiliate Award from Keep Texas Beautiful.

ZONING

Z-1 S25-003 TAE WAN PARK (3521 SOUTH BROADWAY AVENUE)
Request that the City Council consider adoption of an Ordinance for a Special Use Permit to allow for a food park.

Z-2 Z25-020 OLVI LANDAVERDE (3101 SHAW STREET)
Request that the City Council consider adoption of an Ordinance approving a zone change from R-1A, Single-Family Residential District to R-1D, Single-Family Detached and Attached Residential District.

Z-3 Z25-021 LETC VENTURES LLC (422 REEVES STREET)
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 Z25-022 REGINALD JENKINS (1310 AND 1314 CLAUDE STREET)

Request that the City Council consider adoption of an Ordinance approving a zone change from R-MF, Multi-Family Residential District to R-1D, Single-Family Detached and Attached Residential District.

ORDINANCE

O-1 Request that the City Council consider adoption of an Ordinance amending the Fiscal Year 2024-2025 Budget for various projects relating to Tax Increment Reinvestment Zone 3 (TIRZ 3).

O-2 Request that the City Council consider adoption of an Ordinance amending Tyler City Code Chapter 2 by increasing the dollar amount required for competitive bidding from over $50,000.00 to over $100,000.00 to reflect recent changes in State law, and also increasing the dollar amount for municipal expenditures requiring City Council approval from over $50,000 to over $100,000.00.

BOARD APPOINTMENTS

B-1 Request that the City Council consider making appointments and re-appointments to the Animal Control Board, Historical Preservation Board, Keep Tyler Beautiful Board and the Traffic Safety Board.

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 approving an Interlocal Agreement with Smith County 911 Emergency Communications District for the continuation of the Smith County GIS Consortium effort.

C-A-2 Request that the City Council consider adopting an updated Resolution approving the continued participation in the Texas State Department of Information Resources (DIR) Program and General Services Commission Local Government Purchasing Program. Also, request that the City Council consider authorizing the City Manager to renew several annual leases and to utilize various vendors as sole source for parts and service for technology equipment including computers, software, and telephones for FY 2025-2026.

C-A-3 Request that the City Council consider authorizing the City Manager to approve the purchase of one Rough Terrain Vehicle (RTV) from Lowe Tractor for Stormwater for a total purchase price of $23,533.85 through Sourcewell Contract #12624-kba.

C-A-4 Request that the City Council consider authorizing the City Manager to award sole source procurement to Martin Marietta, for Tyler 1L concrete during Fiscal Year 2025-2026.

C-A-5 Request that the City Council consider adopting an Ordinance approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division, regarding the Company's 2025 rate review mechanism ("RRM") filing.

C-A-6 Request that the City Council consider authorizing the City Manager to execute a two-year agreement for a total cost of $69,700 with Grammarly for 200 licenses under their Business Enterprise Service.

C-A-7 Request that the City Council consider authorizing the City Manager to purchase commercial containers from Wastequip through Sourcewell Contract #010825 in the amount of $114,119.

C-A-8 Request that the City Council consider authorizing the City Manager to award sealed bids opened August 26, 2025, to the referenced bidders for the annual price agreements and for the purchase of various water treatment chemicals for the fiscal year October 1, 2025, through September 30, 2026.

C-A-9 Request that the City Council consider authorizing the City Manager to approve the use of Analytical Environmental Laboratories, of Tyler, TX, as the sole source for certain testing during fiscal year 2025-2026 to be funded by the Water Production Department.

C-A-10 Request that the City Council consider authorizing the City Manager to enter into a contract with McGriff for Property and Casualty Insurance in the amount of $1,376,142, Hibbs Hallmark and Company for Cyber and Excess Workers Compensation Insurance in the amount of $179,241, CAS for Workers Comp Third Party Claim Administration in the amount of $53,160, Innovative Risk Management for Prop & Casualty Third Party Claim Administration in the amount of $45,665 and Bosworth and Associates for the purchase of Special Events Liability Insurance with a deposit premium of $2,000 for Fiscal Year 2025-2026 with two one-year renewal options.

C-A-11 Request that the City Council consider authorizing the City Manager to purchase one (1) new Stepp Pothole Patcher truck to replace unit 13210 from Kinloch through Sourcewell contract #050625-SMC for the total amount of $262,473.00.

C-A-12 Request that the City Council consider authorizing the City Manager to execute the Lake Tyler Residential House Lease between the City of Tyler and Peppard Properties Ltd d/b/a/ The Boulders at Lake Tyler.

C-A-13 Request that the City Council consider adopting a Resolution appointing Jose Serpa Alvarez, MD, MS, PHD, as the Smith County Local Health Authority and authorizing Mayor Warren to sign the required State of Texas Certificate of Appointment.

C-A-14 Request that the City Council consider authorizing the City Manager to apply for and accept funding under the Comprehensive Traffic Enforcement Grant Program administered by the Texas Department of Transportation.

C-A-15 Request that the City Council consider authorizing the City Manager to award the annual price agreements for Red Select, Washed Sand, Asphalt and Street Material, Sak-Crete & Portland, Crushed Limestone and Cold Laid Asphalt for one year beginning October 1, 2025.

C-A-16 Request that the City Council consider authorizing the City Manager to award a

contract in the amount of $187,826.00 to Curtis-McKinley Roofing and Sheetmetal for the historic gutter replacement and roof repair at the Carnegie Building 215 S. College, Tyler TX.

C-A-17 Request that the City Council consider authorizing the City Manager to extend the annual price agreement to EDKO Vegetation Managers, LLC. for Roadside and Drainage Way Herbicide Spray Program for one year beginning October 01, 2025.

C-A-18 Request that the City Council consider authorizing the City Manager to execute Amendment No. 1 to the Camp Tyler lease.

C-A-19 Request that the City Council consider authorizing the City Manager to execute lease amendment No. 2 for The Boulders at Lake Tyler.

C-A-20 Request that the City Council consider awarding sealed bids opened August 26 and September 9, 2025, to the referenced bidders for the annual price agreements and for the purchase of various wastewater treatment chemicals for the fiscal year October 1, 2025, through September 30, 2026.

C-A-21 Request that the City Council consider authorizing the City Manager to purchase four (4) Ford e-Transit Vans for Tyler Transit from Model 1 Commercial Vehicles, Inc. through the Oklahoma State Contract SW0797C for a total purchase cost of $257,635.40.

CITY MANAGER'S REPORT

ADJOURNMENT

MINUTES OF THE REGULAR CALLED MEETING OF
THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS
August 13, 2025

A regular called meeting of the City Council of the City of Tyler, Texas, was held Wednesday, August 13, 2025 at 9:00 a.m. in the City Council Chambers, 2nd floor of City Hall, Tyler, Texas, with the following present:

Mayor:	Don Warren
Mayor Pro Tem:	Lloyd Nichols
Councilmembers:	Stuart Hene
	Petra Hawkins
	Shonda Marsh
	James Wynne
	Brad Curtis
City Manager:	Edward Broussard
Deputy City Manager:	Stephanie Franklin
Asst. City Manager:	Heather Nick
Asst. City Manager:	Keidric Trimble
City Attorney:	Deborah G. Pullum
Senior Asst. City Attorney:	April Earley
Senior Asst. City Attorney:	Alesha Buckner
Director of Organizational Development:	Regina Y. Moss
Police Chief:	Jimmy Toler
City Engineer:	Darin Jennings
Director of Utilities:	Kate Dietz
Director of Parks & Recreation:	Leanne Robinette
Director of Solid Waste, Transit:	Leroy Sparrow
Senior Management Analyst:	Blake Cathey
City Clerk:	Cassandra Brager

INVOCATION

The Invocation was given by Mayor Warren.

MINUTES

Motion by Councilmember Curtis to approve the June 25, 2025 minutes; seconded by Councilmember Wynne; motion carried 7 - 0 & approved as presented.

PRESENTATION

P-1 Request that the City Council:
1) Consider receiving a presentation of the Fiscal Year 2025-2026 Proposed Budget;

2) Consider voting to place proposals to adopt an ad valorem tax rate and adopt the final fiscal year 2025-2026 budget as action items for the September 10, 2025 City Council meeting, and;

Motion by Councilmember Hene to schedule public hearings on the proposed property tax rate of 23.6452 cents per $100 of assessed value and the proposed budget on the August 27 and September 10, 2025 Council agendas; seconded by Councilmember Curtis; motion carried 7 - 0 & approved as presented.

3) Consider voting to schedule public hearings on the proposed property tax rate and the proposed budget on the agendas for the August 27, 2025 and September 10, 2025 City Council Meetings.

Motion by Councilmember Curtis for placing adoption of the tax rate and the 2025-2026 budget as action items on the September 10, 2025, Council agenda; seconded by Mayor Pro Tem Nichols; motion carried 7 - 0 & approved as presented.

ORDINANCE

O-1 Request that the City Council consider adopting an Ordinance amending Tyler City Code Chapter 12 by updating certain fees related to Tyler Pounds Regional Airport, including land lease rates for areas surrounding the North Terminal Site, fuel farm land rental fees, fuel flowage fee and the maximum daily parking fee for long-term parking, and making other clean-up and formatting changes. **(O-2025-46)**

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

MISCELLANEOUS

M-1 Request that the City Council consider authorizing the City Manager to execute an Engineering Services Contract, in an amount not to exceed $2,806,600, with Pape Dawson Consulting Engineers LLC for the Consent Decree Group 8 Remedial Measures Implementation and to adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt. **(R-2025-47)**

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

M-2 Request that the City Council consider authorizing the City Manager to execute a construction contract for the Settlers Landing/Centennial Parkway Extension project to Fritcher Construction for a total contract price of $1,176,983.40 and authorize funding from the Wayfare Cumberland Park escrow account to pay for the Centennial Parkway extension.

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

M-3 Request that the City Council consider authorizing the City Manager to execute a contract with C&A Construction, LLC in the amount of $16,179,339.80 for the Consent Decree Capacity Work Group 2 Sewer Site 13c1 Improvements, Bid 25-072 and to adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt. **(R-2025-48)**

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

M-4 Request that City Council consider authorizing the City Manager to execute the Development Agreement between the City of Tyler and the Tyler Economic Development Council (TEDC) for the development of the 282-acre Wisenbaker Tract, with a total cost to the City for the sanitary sewer improvements of not to exceed $992,353.84.

Motion by Councilmember Marsh; 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 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.

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

C-A-2 Request that the City Council consider authorizing the City Manager to execute a construction contract with Rub-A-Dub Plumbing, for the construction of the VES Sewer Line Replacement Project in the amount of $170,269.00.

C-A-3 Request that the City Council consider authorizing the City Manager to execute Change Order No. 1 for the Shackleford Creek Lift Station Improvements project (24-017) in the amount of $29,964.00 to increase the total contract amount to $1,422,145.00 for additional Stormwater Pumping Capacity.

C-A-4 Request that the City Council consider authorizing the City Manager to approve the purchase of one Rough Terrain Vehicle (RTV) from Lowe Tractor for the Airport for a total purchase price of $14,060.64 through Sourcewell Contract #12624-kba.

C-A-5 Request that the City Council consider authorizing the City Manager to ratify the contract with Hi-Lite Airfield Services LLC, for $72,322.10 to repaint the surface painted markings on Runway 13-31 at Tyler Pounds Regional Airport.

C-A-6 Request that the City Council consider authorizing the City Manager to execute Work Order #6 on Contract #104066 to KSA Engineers, Inc., to provide engineering services for the Air Traffic Control Tower (ATCT) Environmental Assessment for a total cost of $198,220.00 at Tyler Pounds Regional Airport.

C-A-7 Request that the City Council consider authorizing the City Manager to execute the second contract extension with USIC Locating Services, LLC for locating and

marking water, sewer, and stormwater underground facilities in a new contract amount not to exceed $500,000, Buyboard Contract Number 632-20.

C-A-8 Request that the City Council consider authorizing the City Manager to approve Change Order #1 with C&A Construction, LLC that will increase the contract amount by $1,612,104.00 for the Consent Decree Group 5 Remedial Measures Open Cut, Bid 23-039.

Motion by Councilmember Curtis to approve C-A-2 through C-A-8 as presented; seconded by Mayor Pro Tem Nichols; motion carried 7 - 0 & approved as presented.

CITY MANAGER'S REPORT

1. During the month of July, Animal Services waived adoption fees if the potential adopter donated box fans. Over 60 box fans were collected for PATH and their Beat the Heat Fan Drive. You know, one of the things about our Animal Control guys that I always like to brag about is that they definitely do care about animals. That's the reason they're in the business that they are. Their care for humans is also extraordinary. And so, it is amazing how much they understand and want to help our community at all times.
2. With the July 4th flooding and the horrible incidents that happened in Kerrville and down in Kerr County, we worked through and the Council has been good enough to provide funding and assistance for us to be able to work with the State, so that we can be called out when needed. And with that, the Tyler Fire Department's Battalion Chief, Cordell Parker, was deployed to Kerrville, Texas, on July 12 with the Texas Department of Emergency Management's Incident Management Team to assist with the rescue and recovery efforts from the catastrophic flooding in that area. He worked with TDEM's planning division on location, preparing and developing the incident action plan for each operational period. His training and knowledge in incident management was a great asset for the City of Tyler and for those working to restore the communities down in the Hill Country. So, we were glad to be able to send Cordell down there as part of the Texas Department of Emergency Management's program, and he was a great asset and help to the community through that time while he was deployed there.
3. Our Library, you know, works very hard for their Summer Reading Challenge, and they had a great Summer Reading Challenge this year with 1,566 registrations and 359 children, and 65 adults completing the challenge. All age ranges this year had a bingo card full of fun challenges such as trying out new book genres and themes, reading outside, designing a new book cover, and more. For completing the challenge, children received a goodie bag and a book were eligible for raffle prizes, and adults were eligible for raffle prize baskets. We're grateful for all the support we've received for the community, for the challenge, for our Library Friends' Group, the East Texas Communities Foundation, a Dollar General grant, and many community sponsors.
4. Finally, last week, the Council was able to end the community participation in the School is Cool, and all 2,000 school supply backpacks were distributed. Over 4,000 people came through. The majority of the families took advantage of the free services as well, such as haircuts, vision screenings, back-to-school photos, and immunizations. They also love getting their free Kona Ice. Every year, this event gets better, and this year was said to be the best one yet. From the flow of the event to the volunteers, the Police Department, and not having to stand in line so long, we had lots of compliments, and the media coverage was great, also. Several parents were interviewed, saying it was a blessing, and they appreciated it. So, we were very excited about the work that the community put into School is Cool.
5. As the Mayor noted, today is the first day of Tyler ISD, and it is probably a little bit of organized chaos out there on the streets this morning, but everything seems to have gone well. Now the kids

are in school, the thunder can come. But it is one where we were very appreciative of the community's support for our children and just in helping them have a great school year this year.

EXECUTIVE SESSION – City Council convened into executive session at 9:55 am

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 provisions of the Government Code:

Under Tex. Gov't Code Section 551.074 "Personnel Matters" deliberation regarding the following: The employment, duties and evaluation of the City Manager.

Any final action by the City Council will be taken in open session.
City Council reconvened from executive session at 10:26 am with the following action…

Motion by Councilmember Curtis; to approve the City Manager's revised employment agreement and to approve the separate City Manager's severance agreement; seconded by Mayor Pro Tem Nichols; motion carried 7 - 0 & approved as presented.

ADJOURNMENT

Motion by Mayor Pro Tem Nichols; seconded by Councilmember Curtis to adjourn the meeting at 10:26 am; 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

MINUTES OF THE CITY COUNCIL BOARDS AND COMMISSIONS WORK AND TRAINING SESSION THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS August 13, 2025

A boards and commission work and training session of the City Council of the City of Tyler, Texas, was held Wednesday, August 13, 2025 after the regularly scheduled City Council meeting in the City Council Chambers, 2nd floor of City Hall, Tyler, Texas, with the following present:

Mayor:	Don Warren
Mayor Pro Tem:	Lloyd Nichols
Councilmembers:	Stuart Hene
	Petra Hawkins
	Shonda Marsh
	James Wynne
	Brad Curtis
City Manager:	Edward Broussard
Deputy City Manager:	Stephanie Franklin
Asst. City Manager:	Heather Nick
Asst. City Manager:	Keidric Trimble
City Attorney:	Deborah G. Pullum
Senior Asst. City Attorney:	April Earley
Senior Asst. City Attorney:	Alesha Buckner
Director of Organizational Development:	Regina Y. Moss
Planning Director:	Kyle Kingma
Police Chief:	Jimmy Toler
City Engineer:	Darin Jennings
Director of Utilities:	Kate Dietz
Director of Parks & Recreation:	Leanne Robinette
Director of Solid Waste, Transit:	Leroy Sparrow
Senior Management Analyst:	Blake Cathey
City Clerk:	Cassandra Brager

1. Call City Council Boards and Commissions Work and Training Session to order.

   Mayor Warren called the work session to order at 10:24 a.m.

2. Conduct a Work and Training Session to discuss and review the Board Applications

   for the various City boards. The City Council will not take any official action on the Board

Applications during this meeting.

City Clerk Cassandra Brager briefly described each board. While explaining, she informed the City Council about the number of vacancies on each board and highlighted members interested in returning for another term. She also presented the recommendations from board liaisons on filling the remaining vacancies.

3. Adjourn—The City Council adjourned the work session/training at 10:51 a.m., and no action was taken at that time.

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

A T T E S T:

_____

CASSANDRA BRAGER, CITY CLERK

Boards and Commissions Training

Application Deadline: August 4
Appointments: September 10

CITY OF TYLER

City Clerk's Office

Airport Advisory Board

City Code: Article I. Airport Boards Sec. 12-1 & 12-2

Board Liaison: Stephen Thompson

Frequency/Location: 3rd Monday of every month at Noon in the Airport Conference Room.

Makes recommendations to the City Council concerning leases and permits. Makes recommendations to the City Council with respect to Airport construction, expansion, improvements, maintenance, and operation, airport zoning regulations, airport hazard zoning regulations, and airport-compatible land use regulations.

Airport Advisory Board Applicants:

Vacancies: 5

Need to appoint a Chair

First Choice:

Jerry Schwarzbach*
(Chair recommendation)

William Stevens*

Howard Garb

John Barber

Mena Souliman

Alex de Ravel

Gary Choice

Jack Balko

Second Choice:

Mary Powell

Tyler Animal Care Advisory Board

City Code: Article V. Animal Care Advisory Board; Sec. 14-50

Board Liaison: Shawn Markmann

Frequency/Location: As needed in Animal Services Training Room.

The Animal Care Advisory Board shall serve in an advisory capacity and shall make recommendations to the City Council and City Staff in complying with Texas Health and Safety Code Chapter 823.

The Board shall also make recommendations to the City Council and City Staff in connection with the operation of the animal shelter, as well as such other animal welfare matters as may be required by the City Council or City Staff.

Animal Care Advisory Board Applicants

Vacancies: 5

Licensed Veterinarian must be a resident of the City of Tyler or Smith County

First Choice:
Cathy Thomas

Oller Smith

Second Choice:
Lexus Bice

Zoning Board of Adjustment

City Code: Article X. Administration and Enforcement; Division A.; Sec. 10-771

Board Liaison: Kyle Kingma

Frequency: 3rd Thursday of every month (as needed) at 9:00 AM in the City Council Chambers, City Hall

1. Grant exceptions to the unified development code for:
   - Reconstructing nonconforming buildings damaged beyond 70% of double their assessed value, if necessary for property rights and public welfare.
   - Erecting and use of a buildings for public utility purposes deemed necessary for public convenience or welfare.
2. Authorize variances from the unified development code to prevent unnecessary hardship, ensuring the spirit of the zoning ordinance is observed and justice is done.

Zoning Board of Adjustment Applicants

Vacancies: 2

Need to appoint a Chair

First Choice:	**Second Choice:**
Lawrence Levin* (Current Chair)	Aaron Burks
Stephen Dinger*	Jimmy Reed
	Phillip Humber

Civil Service Commission

City Code: Article III. Civil Service; Sec. 3-30 **State Law:** Chapter 143 Local Government Code

Board Liaison: Regina Moss

Frequency/Location: As needed in the City Council Chambers in City Hall

1. Review, adopt and amend Civil Service Rules.
2. Review and approve department rules.
3. Hear appeals from examinations.
4. Hear appeals from disciplinary action.

In addition, it shall be the duty of the Commission to begin and conduct all civil suits which may be necessary for the proper enforcement of this division and of the rules of the Commission and to defend all civil suits which may be brought against the Commission. The Commission shall be represented in such suits by the City Attorney, but such Commission may in any case, with the approval of the City Council, be represented by special counsel appointed by the Commission.

Civil Service Commission Applicants

Vacancies: 2

First Choice:
Lee Correa*

Second Choice:
Brandon Shinn

LaRhonda Hamilton

James Ledet

Pete Mendolia

Construction Board of Appeals

City Code: Chapter 6 Buildings and Structures Division B.; Sec. 6-25

Board Liaison: David Gibson Jr.

Frequency/Location: As Needed in the TDC Conference Room

Appeals: Owners or agents can appeal decisions made by administrative officials regarding City Code Chapter 6, Article II, or the National Electrical Code within 30 days. The Board's decisions on appeals are final.

Variances: The Board can grant variances to the National Electrical Code if strict enforcement would cause injustice or contradict the code's spirit and purpose. The Board's decisions on variances are final.

Authority: The Board exercises the same powers and considers the same factors as established in the International Codes adopted by the City.

Advisory Role: The Board advises the City Council, City Manager, and Building Inspection Department on enforcement and amendments to City Code Chapter 6, Article II, and the National Electrical Code.

Construction Board of Appeals Applicants

Vacancies: 1

First Choice:

Skip Ogle

Second Choice:

Erik Harris

Jayson Chandler

Disability Issues Review Board

City Code: Chapter 1 General Provisions Article IX. Disability Review Board; Sec. 1-91

Board Liaison: Michael Howell

Frequency/Location: Third Tuesday at 2:00 p.m in the TDC Large Conference Room.

Promote community understanding and support for opportunities for persons with disabilities.

Encourage participation in City events and use of City amenities by citizens with disabilities.

Review and recommend City efforts to:

- Remove architectural barriers in City facilities.
- Address para-transit issues per the City's plan.
- Ensure compliance with relevant laws and advise the City Council.

Disability Issues Review Board Applicants

Vacancies: 0

First Choice:
Sandra Tolleson

Kristina Suberbielle

Vicky Johnson

Second Choice:
Pete Mendolia

Historical Preservation Board

City Code: Chapter 10 Article X. Division A. Review and Approval Bodies; Sec. 10-772

Board Liaison: Kyle Kingma

Frequency/Location: 1st Wednesday of every month at 1:30 pm in the TDC Large Conference Room.

Acts in an advisory capacity and make recommendations to the City Manager, the Planning and Zoning Commission, and the City Council concerning the establishment of any location, structure, building, or area as an official historical site and shall make future recommendations regarding the preservation and restoration of such areas or buildings.

Historical Preservation Board Applicants

Vacancies: 6

Need to appoint a Chair

Of the 6 current vacancies, 4 members must be one of the following:

1) A Licensed Attorney

2) An Archeologist or Historian

3) A Real Estate Professional

4) Owner of Historical Property or Landmark in the Historic District.

First Choice:	**Second Choice:**
Conor Herterich*	Claudia Carroll*
Lance McWhorter	Amanda Adair
Schuyler Tarry	Paul Wick
Lexus Bice	

Library Board

City Code: Chapter 9 Library; Sec. 9-2

Board Liaison: Ashley Taylor

Frequency/Location: Last Wednesday of each month, 3:30PM, Tyler Public Library, Taylor Auditorium.

a. Advise the City Council and City Manager

1. on present and future needs of the library.
2. on adequate funding for library services.
3. on matters relating to library policies.
4. on other matters relating to library services.

b. Maintain a familiarity with state and federal regulations and grant programs pertaining to library services and, at the direction of the City Council, act as representative of the City before various governmental and citizen groups.

Library Board Applicants

Vacancies: 5

First Choice:

Tami Brooks*

Sharon Gullett*

Kristen Thompson*

Melissa O'Neal*

Jill Johnson*

Mary Powell

Sharie Withers

Savanna Loy

Donovan Bridgeforth

Marilyn Wills

Robyn Daniels

Martin Wonsiewicz

Second Choice:

Emily Pinal

Keep Tyler Beautiful Board

City Code: Chapter 16 Article I. Solid Waste Disposal Regulations; Sec. 16-17

Board Liaison: Casey Williams

Frequency/Location: 2nd Tuesday of each month at Noon in the Rose Room at the Rose Garden Ctr.

1. To promote public interest in the general improvement of Tyler.
2. To plan, initiate, direct and coordinate programs for litter control and neighborhood beautification in conjunction with, and in voluntary cooperation of citizens, government, business and industries within the City on a sustained basis.
3. To study, investigate and develop plans for litter control and the general cleanliness of the City; and
4. To make recommendations regarding measures it deems necessary to implement, maintain, and accomplish the objectives of the Keep America Beautiful, Inc., system.

Keep Tyler Beautiful Board Applicants

Vacancies: 7

Need to appoint a Chair

First Choice:		**Second Choice:**	
Amanda Adair*	Paul Wick	Alejandro Gauna	Tami Brooks
Chelsea Payne*	Mark Sebren	Savanna Loy	Sharie Withers
Shasonya Houston*		Justin Hargrove	Vicki Johnson
Emily Pinal*		Tara Hargrove	
Jim Cousineau		Mena Souliman	
Kris Collum		Schuyler Tarry	

Main Street Board

City Code: Chapter 1 General Provisions Article X. Main Street Board; Sec. 1-100

Board Liaison: Amber Varona

Frequency/Location: 4th Thursday on even months at 10 am in the Main Street Office Conf. Room.

1. Review Downtown Revitalization Grant applications and recommend recipients to the City Council.
2. Advise on downtown revitalization, policy development, and assist the Main Street Director, including promoting development incentives, managing Main Street Gallery exhibits, and partnering with Heart of Tyler, Inc.
3. Promote tourism.
4. Collaborate with the Planning Department and Historical Preservation Board to preserve historical sites and oversee the National Historic District nomination process.
5. Encourage arts and cultural activities to enhance community life in Tyler.

Main Street Board Applicants

Vacancies: 6

Need to appoint a Chair

First Choice:		**Second Choice:**
Ginger Cardwell* (recommended for Chair)	Justin Hargrove	Stephen Flournoy
	John Waltz	Alex de Ravel
Mary Alice Guidry* (Heart of Tyler)	Alejandro Gauna	Grant Ingram
Adam Kovach		
Bobby Markle		
Brandy Ziegler		

Neighborhood Services Revitalization Board

City Code: Chapter 7 Community Development, Article III.; Sec. 7-68

Board Liaison: Larry Everett

Frequency/Location: 3rd Tuesday Quarterly at 4:45 pm in the City Council Chambers, City Hall.

1. Hear City Staff recommendations on rehabilitation, demolition of substandard buildings, and Owner appeals.
2. Conduct public hearings, review evidence, approve rehabilitation plans, monitor compliance, grant extensions, and order repairs or demolitions. Assess civil penalties for non-compliance. Board orders can be appealed to the District Court.
3. Interpret and determine the intent of related regulations, with decisions on Code interpretations being final.

Neighborhood Services Revitalization Board Applicants

Vacancies: 2

First Choice:

Aaron Burks*

Shwana Flowers*

Second Choice:

Bill Harthcock

Dillon Myrick

John Waltz

Parks Board

City Code: Chapter 8 Parks Article I. General; Sec 8-4

Board Liaison: Leanne Robinette

Frequency/Location: 4th Monday every month at 11:30am at the Rose Garden or various Park Bldgs.

The Board acts in an advisory capacity with regard to the operation and maintenance of all the public parks and cemeteries belonging to the City. The Parks Board shall make recommendations to the City Manager and City Council with reference to the operation, improvement, regulation and maintenance of public parks, adequate funding for parks and recreation areas, entertainment and recreation in public parks and for extension of park areas and acquisition of new park sites.

Parks Board Applicants

Vacancies: 7

Need to appoint a Chair

First Choice:

Richard Helfers*
(recommended for Chair)

Jennifer Myles*

Denise Smith

Daniel Anderson

Tara Hargrove

Dillon Myrick

Grant Ingram

Second Choice:

Adam Kovach

Chelsea Payne

Kris Collum

Kristina Suberbielle

Sandra Tolleson

Shasonya Houston

Planning and Zoning Commission

City Code: Article X. Administration and Enforcement; Division A.; Sec. 10-770

Board Liaison: Kyle Kingma

Frequency/Location: 1st Tuesday of every month at 1:30 pm in the City Council Chambers, City Hall.

1. Acts as the city municipal planning commission, adopting rules and regulations.
2. Develops and recommends a comprehensive plan for the city's physical development, including nearby areas.
3. Functions as the city zoning commission with state-granted powers.
4. Serves as the Airport Zoning Commission, reviewing airport-related zoning regulations with input from the Airport Advisory Board.
5. Reviews proposed annexations and recommends actions to the City Council.

Planning and Zoning Commission Applicants

Vacancies: 4

First Choice:		**Second Choice:**	
Carleen Dark-Bays*	Claudia Caroll	Mary Alice Guidry	Stephen Dinger
Michael Carmichael*	Stephen Flournoy	Donovan Bridgeforth	Daniel Anderson
Christina Davis*	Jimmy Reed	Howard Garb	
Phillip Humber*	Ann Cousineau	Jimmy Reed	Martin Wonsiewicz
Russell Patterson	Erik Harris	LaRhonda Hamilton	
Bill Harthcock		Gary Choice	
Jayson Chandler		Richard Helfers	

Northeast Texas Public Health District Board

Established By: Chapter 121 Local Public Health Reorganization Act

- Preventing illness and injury through proactive measures and community education.
- Promoting healthy lifestyles and behaviors to empower individuals and families.
- Protecting the health and safety of the community to ensure a secure and supportive environment.
- Foster a community where everyone can achieve their potential for health and well-being.
- Ensure equitable and inclusive access to quality healthcare, education, and resources.
- Eliminate disparities, promote preventive care, and create an environment where optimal health is a reality for all.

Northeast Texas Public Health District Board Applicants

Vacancies: 1

First Choice:
Laura Newsome

Ellen Trant

Second Choice:
Ann Cousineau

Traffic Safety Board

City Code: Article II. Traffic Regulations; Sec. 17-30

Board Liaison: Cameron Williams

Frequency/Location: 1st Thursday of even months 4:00PM, TDC Large Conference Room.

a. Oversee implementation of Citizen's Traffic Task Force recommendations; and
b. Assist in traffic education programs and encouraging driver courtesy and traffic law compliance.
c. Make recommendations through the Traffic Engineer regarding traffic safety as it deems necessary.
d. Make changes to the next

Traffic Safety Board Applicants

Vacancies: 3

First Choice:	**Second Choice:**
John O'Sullivan*	Mark Sebren
John Matthews	James Ledet
Brandon Shinn	Jim Cousineau

Tyler One-Half Cent Sales Tax Corporation

Established: Half-Cent Sales Tax Corp. was established by State Law and approved by the electorate.

Board Liaison: Davis Dickson

Frequency/Location: 2nd Tuesday of every month in the TDC Large Conference Room.

Created pursuant to state law and citizens' vote, it annually recommends to Council and then implements a Work Plan to finance improvements aiding economic development and funded with a one-half cent sales tax.

Tyler One-Half Cent Sales Tax Corporation Applicants

Vacancies: 0

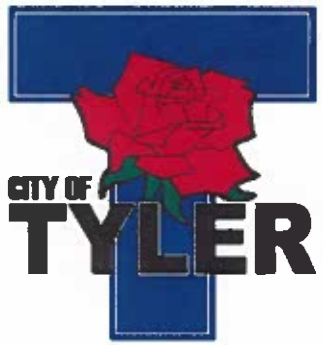
First Choice:
Archie Castleberry ***(Appointed)***

Ron Schoenbrun ***(Appointed)***

James "Price" Simmons

Second Choice:
Ellen Trant

Thank you!



CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. A-1

Date: September 24, 2025

Subject: Request that the City Council consider recognizing the following employees for their years of service and commitment to the City of Tyler. They represent 165 years of service with the City of Tyler. Michael Malone, Police Lieutenant IV, 30 years of service; John Rains, Fire Driver Engineer IV, 25 years of service; Dustin Goodwin, Fire Senior Captain II, 25 years of service; Michael Jordan, Groundskeeper, 25 years of service; Karen Reasoner, Accountant, 20 years of service; Claudia Rodriguez, Billing Supervisor, 20 years of service; Aaron Cockrell, PS Communications Supervisor, 20 years of Service

Item Reference:

Request that the City Council consider recognizing the following employees for their years of service and commitment to the City of Tyler. They represent 165 years of service with the City of Tyler.

Michael Malone, Police Lieutenant IV, 30 years of service
John Rains, Fire Driver Engineer IV, 25 years of service
Dustin Goodwin, Fire Senior Captain II, 25 years of service
Michael Jordan, Groundskeeper, 25 years of service
Karen Reasoner, Accountant, 20 years of service
Claudia Rodriguez, Billing Supervisor, 20 years of service
Aaron Cockrell, PS Communications Supervisor, 20 years of Service

RECOMMENDATION:

Request that the City Council consider recognizing the following employees for their years of service and commitment to the City of Tyler. They represent 165 years of service with the City of Tyler.

Attachments:
September 2025 Service Award CC.pdf

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: September 24, 2025

Subject: Award for September 2025

Page: Page 1 of 1

Item Reference: Service Award

We would like to recognize the following employees for their years of service and commitment to the City of Tyler. At this important milestone, we express our sincere appreciation for your dedication and for the special contribution you make to our organization. They represent **165** years of service with the City of Tyler.

Service Awards

Date of Hire	First Name	Last Name	Title	Department	Years of Service
9/25/1995	Michael	Malone	Police Lieutenant IV	Police	30
09/06/2000	John	Rains	Fire Driver Engineer IV	Fire	25
09/06/2000	Dustin	Goodwin	Fire Senior Captain II	Fire	25
09/05/2000	Michael	Jordan	Groundskeeper	Parks	25
09/30/2005	Karen	Reasoner	Accountant	Finance	20
09/26/2005	Claudia	Rodriguez	Billing Supervisor	Water Business Office	20
09/18/2005	Aaron	Cockrell	PS Communications Supervisor	Police	20

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

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. A-2

Date: September 24, 2025

Subject: Request that the City Council consider recognizing the following baby for her months of service and commitment to the City of Tyler. She represents six months of service with the City of Tyler. Sofia Terrazas, Infants at Work IAW Participant, six months

Item Reference:

Request that the City Council consider recognizing the following baby for her months of service and commitment to the City of Tyler. She represents six months of service with the City of Tyler.

Sofia Terrazas, Infants at Work IAW Participant, six months

RECOMMENDATION:

Request that the City Council consider recognizing the following baby for her months of service and commitment to the City of Tyler. She represents six months of service with the City of Tyler.

Attachments:
September 2025 IAW 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: **September 24, 2025**

Subject: **Award for September 24, 2025**

Page: **Page 1 of 1**

Item Reference: **Service Award**

We would like to recognize our youngest employee for her months of service and joyful presence at the City of Tyler. At this important milestone, we express our heartfelt appreciation for the smiles and laughter she brought to our workplace each day. Baby Sofia represents six months of service with the City of Tyler. Thank you for your contribution to our team spirit and for reminding us all of the importance of community, care, and connection.

Infants at Work Awards

Date of Hire	First Name	Last Name	Title	Department	Months of Service
06/02/2025	Sofia	Terrazas	Infants at Work Participant	Police	6 Months

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

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. P-1

Date: September 24, 2025

Subject: Request that the City Council consider accepting the Gold Star Affiliate Award from Keep Texas Beautiful.

Item Reference:

For 30 years, Keep Tyler Beautiful (KTyB) has actively contributed to the well-being of our community. Each year, we engage citizens, educate them, and encourage active participation in enhancing Tyler's sustainability. KTyB proudly receives national support from Keep America Beautiful as a President's Circle level affiliate and maintains a state-level affiliation with Keep Texas Beautiful.

Today we are here to ask Council to accept the 19th consecutive Gold Star Affiliate Award. This prestigious award recognizes our commitment to beautification, litter reduction, positive partnerships, youth education, and event participation. To achieve Gold Star Affiliate status with Keep Texas Beautiful, organizations must fulfill the following requirements:

Reporting Obligations:
Pay annual dues.
Submit an annual report that includes additional supplemental questions.
Community Engagement:
Host at least one community event per year.
Support and Recognition:
Obtain a letter of support from an elected official.
Professional Development:
Complete at least one of the following:
Participate in the Affiliate Mentorship Program as a Mentor.
Attend 12 hours of Continuing Teacher Education (CTE) training.
Maintain Good Standing with Keep America Beautiful.
Keep Tyler Beautiful coordinates 11 year-round programs along with hosting 10 annual events, 2 biannual events. A list of our current events, programs & projects are listed below.

Events:
Arbor Day -partnership with Urban Forestry & Trees Committee
Seedling Giveaway - partnership with Urban Forestry & Trees Committee
Recycled Art Contest
Great Tyler Cleanup
Earth Day Festival

Paint Recycles Day - odd years only
Hillside Art Wall Repaint
Bee Day in the Garden & National Pollinator Week
Project Daffodil Bulb Sale
Park Service Day
Tyler Recycles Day
Christmas Tree Recycling

Programs & Projects
Adopt a Spot Litter Abatement Program
Beauty & the Box
Beauty & Business Awards
Beauty & Bloom Residential Awards
Honeybee Observation Hive
Recycling Tours & Education
Murals & Other Beautification Projects
Tyler Against Graffiti
Community Outreach & Education Presentations
Various Individual & Group Volunteer Projects
Youth Advisory Committee

It is recommended that the City Council consider accepting the Gold Star Affiliate Award from Keep Texas Beautiful.

RECOMMENDATION:

Request that the City Council consider accepting the Gold Star Affiliate Award from Keep Texas Beautiful.

Attachments:
KTyB Annual Report Pictures
2025 KTB AFFILIATE ANNUAL REPORT & RECOGNITION
KTyB Letter of Support 2025

Drafted/Recommended By:
Department Leader Leanne Robinette, Director of Parks and Recreation

Edited/Submitted By:
City Manager

Interior of the Senior Center after Park Service Day 2024



Flower bed project for Park Service Day



Interior of the Senior Center during Park Service Day



Tyler Recycles Day 2024



Tyler Recycles Day 2024



Boo at the Zoo 2024



(Page 1 /11)



To complete the 2025 Annual Report & Recognition click on the "NEXT PAGE" button below. After you begin the form, you have the ability to save it and resume later. **Please save often to prevent losing what you have entered! After you complete and submit, you will be able to print a copy of the report. We highly suggest printing or saving a copy for your files.**

To remain in *Good Standing* with KTB, affiliates must annually submit this report, pay affiliate dues ($200), and complete the requirement options listed on the next page . Communities who seek to go above and beyond the established requirements, can receive *Silver or Gold Star* recognition. Review the complete list of the 2025 Affiliate Recognition Requirements on the Affiliate Portal.

Official Affiliates completing all requirements, including the annual report, dues, training and activity participation **no later than February 27, 2025** will be recognized as achieving at least Good Standing status for the reporting period.

Provisional Affiliates should focus on completing all Provisional Affiliate requirements to become an Official Affiliate before submitting annual recognition. If you are in the Provisional Affiliate stage, or completed the provisional checklist *after* 1/1/2024 you are *not required* to complete recognition.

DUES - the affiliate coordinator will recieve a QuickBooks invoice to the email address we have on file, if you have not recieved this invoice or need to update your affiliate coordinator's contact information please contact corinne@ktb.org

If you have any questions regarding your affiliate status, completing this report, recognition requirements or general affiliate-related questions, please contact corinne@ktb.org

Thank you for Keeping Texas Beautiful!

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Affiliate Recognition

2025 AFFILIATE RECOGNITION REQUIREMENTS

Reporting period January 1, 2024 - December 31, 2024

KTB affiliates will receive Good, Silver Star or Gold Star standing for recognition on an annual basis (the KTB reporting period runs on the calendar year). Grant and funding opportunities offered by KTB require a minimum of Good Standing.

GOOD STANDING (minimum requirements): Achieve official affiliate status by 1/1/2024, all affiliates who became official after this date do NOT need to complete Affiliate Recognition.
Pay $200.00 annual dues no later than February 27, 2025 (QuickBooks invoices will be emailed to coordinators in January 2025)

Complete and submit the KTB Annual Report online no later than February 27, 2025
Must complete TWO of the following options:

- Participate in at least one endorsed event or educational outreach. Examples include but are not limited to:
  - Hosting a cleanup: Great American Cleanup, Keep Texas Waterways Clean, KTB Fall Sweep, Don't Mess With Texas Trash-Off
  - Hosting a collection/recycling/planting event: America Recycles Day, Texas Recycles Day, E-Waste Collection, Arbor Day, Household Hazardous Waste Collection, Pharmaceutical Take Back
  - Educational outreach: Educational booth at an event or business, presenting to a school or organization, hosting a virtual learning event such as a webinar or workshop, leading a lesson to youth
- Attend 4 hours of approved virtual or in-person training in 2024 (i.e. KTB conference sessions, KTB regional training, KTB webinars and/or with approval, other outside sources such as KAB seminars/webinars,

COG/TCEQ/TPWD/etc., trainings, Master Gardener seminar, etc.)
- Conduct a Community litter survey or cleanup litter audit in 2024 (i.e. litter index, windshield survey, or any other assessment to measure the level of litter in your community or collected at a cleanup event.)

SILVER STAR recognition:
All requirements for Good Standing met
Must complete ONE of the following options:

1. Submission of TWO 2024 Beautify Texas Awards
2. Complete one of the three Star online questions through the Annual Report (Categories: Youth Engagement, Evaluating Your Impact, Recycling Programming)
3. Attended 8 hours of approved virtual or in-person training in 2024
4. Have completed the affiliate feedback survey in October 2024

GOLD STAR recognition:
All requirements for Good Standing AND Silver Star met

- Letter of Support (required): Provide a letter from an elected official, civic group, business, or youth group that describes the value of your affiliate to the community. The letter must be dated between 1/1/2025 and 2/27/2025 and be written on letterhead.
  Note: This letter will need to be a pdf or scanned and uploaded to the recognition survey.
- Must complete ONE of the following options:
  - Complete an additional of the three Star online questions through the Annual Report (two total categories)
    Categories: Youth Engagement, Evaluating Your Impact, Recycling Programming
  - Participate in KTB Affiliate Mentorship Program as an Affiliate Mentor
  - Attended 12 hours of approved virtual or in-person training in 2024
  - Be a Keep America Beautiful affiliate in Good Standing
    Note: You can select this option and we will recieve an updated list from KAB so you do not need to upload any evidence

Recognition collateral materials, annual dues and report **must be submitted online by February 27, 2025.**
Please contact Corinne Pierce, Program Manager, (corinne@ktb.org) for questions.

Page 3 - GENERAL INFORMATION (Page 3 /11)

This report should be filled out by the Affiliate Coordinator.

Please select your affiliation
Keep Tyler Beautiful

Seeking the following Recognition in 2025:	Primary Contact First Name	Primary Contact Last Name
Gold Star	**Casey**	**Williams**

Position with Organization
Keep Tyler Beautiful Coordinator

Primary Contact Phone Number	Primary Contact Email
9035311335	**ccwilliams@tylertexas.com**

Facebook URL	Instagram/Twitter handles
facebook.com/TylerParksandRec	**ktbyac2025**

Please attach your affiliate logo:(.png preferred, but .ai and jpeg also accepted)
COT KTyB Logo (1).png

Does any contact information (website, or billing/shipping address) need to be updated?
No

City/County Population:
110327

Organization Type
City Department with a 501©3 board

If you answered city funded, which department?
Solid Waste

Is your affiliate currently in Keep America Beautiful President's Circle status?
Yes, in Good Standing

Page 4 - BOARD OF DIRECTORS/ COMMISSION/COMMITTEE (Page 4 /11)

1. Does your affiliate have an active board of directors, commission/committee or leadership/advisory group?
Yes

How are board/committee/commission members selected?
City government appointed

3. Do you have written organizational guidelines or bylaws?

Yes

4. If your bylaws were updated in 2024, please upload.

Page 5 - FUNDING AND SUPPORT (Page 5 /11)

Budget

1. What is the annual operating budget of your affiliate? (defined as budget for all salaries, office space and other indirect costs, and non-donated supplies)
$219, 176

Funding

1. Please identify your primary funding sources:
- Local government funding
- Special events
- Sponsorships

2. Do you receive any of the following from the city or county?
- Direct financial support
- Office space
- Staff support
- Use of equipment (copier, fax, phone)

3. Please share any contract services the affiliate provides for the county or city. For example, overseeing the mowing services for the city.
Keep Tyler Beautiful currently provides litter control and graffiti abatement for the City of Tyler.

4. What is the total dollar value of in-kind donations your affiliate received in 2024?Note: in-kind donations are defined as non-monetary contributions. Goods or services offered free or at less than the usual charge result in an in-kind contribution. For example, water bottles donated to a cleanup event, or an arborist donating their time to train volunteers on how to plant saplings.
$44,365

5. Total monetary value of volunteer time spent during 2024? Please submit your answer in a number only format, for example: 3250(1 hour= $33.49, Source: Independent Sector Report)For example, if you had 10 volunteers attend a 2-hour cleanup event: (10 volunteers) x (2 hours) = 20 volunteer hours. (20 volunteer hours) x ($33.49 per hour) = $669.80 value of volunteer time.
$388,484

Page 6 - STAFFING INFORMATION (Page 6 /11)

1. What is the title of the Affiliate Coordinator?
Keep Tyler Beautiful Coordinator

2. What percentage of the Affiliate Coordinator's salary goes toward affiliate related duties:
91-99%

3. Benefits for the Affiliate Coordinator:
- 401K or 403B retirement plan
- Health insurance - portion of premium paid
- Dental insurance
- Vision insurance

4. How many paid staff members are employed by the affiliate, expressed as full-time equivalents (e.g. 1 full-time plus 1 half-time person = 1.5 FTEs)? If your affiliate is all volunteer, please put 0.
1.5 FTEs

5. If affiliate responsibilities are in addition to other job duties, what is the percentage of time dedicated to affiliate activities?
90-95%

(Page 7 /11)

Page 7 - TRAINING AND ACTIVITIES

As an option for 2025, KTB asks a representative from each affiliate to attend a minimum of 4 hours training for the year to achieve Good Standing status. In addition to KTB-lead trainings/webinars and the annual conference, we will accept training provided by our partner agencies if the training aligns with our focus areas: litter prevention, solid waste management, and beautification. Training can be counted for anyone in a leadership position with the affiliate, including the affiliate coordinator and Board/commission members. If you are unsure if a training will qualify, please contact KTB.

Affiliates also have the option to participate in one KTB-endorsed activity in a KTB focus area (beautification, waste reduction, litter prevention) during the reporting period of January 1 - December 31, 2024. Examples of a KTB-endorsed activity include hosting a trash cleanup, drop-off recycling event, planting community gardens, tabling an event like America Recycles Day, etc. If you are unsure if an activity will qualify, please contact KTB.

1. 2024 Training: What training events did your affiliate participate in? (please choose all that apply)
- KTB Annual Conference (virtual 12+ hours)
- KTB Webinars (4-7 hours)
- Attended trainings offered by another agency

Training offered by a partner organization - please provide more detail:
KAB - Grant Seeking For Affiliates Part 1, 2, and 3

2. Please list an action item or takeaway that was a result of attending a KTB training. For example: Applied for the GCAA for the first time; partnered with a suggested organization for the DMWTTO/GAC; implemented new volunteer recruiting method; began using social media, Animoto, and/or YouTube.)
I attended the webinar "Confronted with Hard to Recycle Items? TerraCycle Can Help!" and gained valuable insights into the TerraCycle program, which the coordinator previously utilized before me. The webinar gave me ideas for expanding the types of items we can recycle through TerraCycle. One action item I plan to implement is reaching out to schools that take tours annually, encouraging them to focus on specific household items they can bring to the tour that we can collect and recycle through TerraCycle. Adding this to the tours will help expand our efforts and engage the community in new ways.

3. Please check all events your affiliate participated in 2024:
- America Recycles Day
- Arbor Day
- Don't mess with Texas Trash-Off
- E-Waste Collection
- Fall Sweep
- Great American Cleanup
- Texas Recycles Day
- Texas Arbor Day
- Other (participation in a festival, general cleanup, etc.)

For other events hosted by the affiliate, please describe:	4. Did your affiliate provide any online/virtual training, education or activities?
Recycled Art Contest, Christmas Tree Recycling, Project Daffodil	**Yes**

Please explain what you did, your target audience and how it was received.
For National Pollinator Week, we promoted and provided virtual resources to the community. Keep Tyler Beautiful (KTyB) offers worksheets and games on our website and the Tyler Parks and Rec Facebook page. We also hosted a trivia contest at a local business. Additionally, our KTyB Coordinator led several recycling tours for students from local schools at our downtown recycling facility.

5. Did your community complete a litter audit or community appearance/litter survey in 2024? If so, please share your findings with us. Be sure all litter audit data is input into the Texas Litter Database.
No

Photo 1	Photo 2	Photo 3	Photo 4
IMG_0602.jpg	**IMG_0406.JPEG**	**IMG_0772.jpg**	**IMG_0408.JPEG**

*By submitting photos, you are giving consent to photo use at will for promotional purposes by KTB.**

Page 8 - OUTREACH DEMOGRAPHICS (Page 8 /11)

1. In 2024 did your affiliate lead presentations or activities to your general community?
Yes

Please describe the events and total number of people reached through affiliate-led presentations/activities:
Keep Tyler Beautiful (KTyB) hosted 250 attendees at the annual Bee Day in the Garden event, offering workshops and kids' activities focused on bees. Additionally, KTyB participated in eight community events, educating over 3,000 people on topics ranging from beautification to recycling and litter prevention.

2. In 2024 did your affiliate lead presentations or activities to youth specifically?
Yes

Please describe the events and total number of youth reached through affiliate-led presentations/activities:	3. Does your affiliate sponsor or work with a Youth Advisory Council?	If so, please describe the participant age range and activities they participate in related to your affiliate. Please include a link to a web page or any information about your program.	4. What percentage of your community's population is low-income/disabled/vulnerable? Do you implement programs or activities that serve your community's low-income/disabled/vulnerable populations? If so, please explain briefly.	5. Did your affiliate serve populations where English is their second language?	D p a in in
Keep Tyler Beautiful (KTyB) attended All Saints Career Day, where we spoke to more	**Yes**	**The KTyB Youth Advisory Committee (YAC) has five members ranging from 16 to 23 years old. The YAC actively participated in every KTyB event, including Arbor Day, the Great Tyler Cleanup, Parks Service Day, and Tyler Recycles**	**Approximately 13.45% of Tyler's population is considered low-income or disadvantaged, with 8.5%**	**Yes**	**A S re h**

than 75 students about recycling and all things Keep Tyler Beautiful. We also participated in the Tyler Public Library's summer kickoff event, where our booth shared information about our programs and engaged with over 300 youth. In the fall, KTyB set up booths at the annual Fall Fest event and Boo at the Zoo, handing out candy and hosting games focused on recycling, reaching more than 1,500 children. Additionally, we provided tours of the Downtown Recycling Center to over 50 youth, helping them learn more about recycling in our community.

Day. They also volunteered at the Boo at the Zoo event, where KTyB had a booth. In addition, the Committee completed quarterly cleanups at their Adopt-a-Spot location, covering a one-mile stretch of roadway on Old Henderson Hwy. For more information, visit https://www.cityoftyler.org/government/departments/parks-rec/community/keep-tyler-beautiful/youth-advisory-committee.

being disabled. Keep Tyler Beautiful's Parks Service Day, our fall cleanup and beautification event, focuses on the North side of Tyler, with a higher concentration of underserved, low-income residents. We carry out litter cleanups, painting projects, flower bed maintenance, and simple construction tasks during this event. By bringing volunteers into these neighborhoods, we help beautify the area and encourage people to explore parks and amenities they might not typically visit. Additionally, the Solid Waste Department hosts two bulky item pickup events each year, where residents can dispose of large items like furniture, appliances, and building materials—free of charge—items that usually come with an extra fee. We also host our Family Fall Fest at the Glass Recreation Center as a community outreach program, offering several vendor booths where the community can access resources, ask questions, and have fun trick-or-treating at one of our beautiful parks.

7. Does your affiliate sponsor an adopt-a-spot/street/creek program?
Yes

If you selected yes, can you describe which program you sponsor (i.e. creek, spot, street)
We sponsor a street as part of the Adopt-a-Spot program. Our board members participate in quarterly cleanups of Donnybrook Avenue to help maintain the area and keep it looking its best.

Page 9 - Program Initiatives (Page 9 /11)

This optional section of the annual report allows Keep Texas Beautiful learn more about your program initiatives from 2024. We will be presenting some of these programs as highlights at the 2025 KTB conference.

1. What program or project has your organization worked on that you are most proud of in the past year (Jan. 2024-Dec. 2024)? Examples include: mural projects, veteran housing projects, school gardens, art contests, etc.
In the past year, we're incredibly proud of our Park Service Day event, where 200 volunteers, the Keep Tyler Beautiful (KTyB) Board, the Youth Advisory Committee, and our parks staff came together to give Tyler's Senior Center a well-deserved makeover. We painted the Senior Center's interior, giving it a fresh look, and revamped the flower garden at the entrance to make it more welcoming. We also created a paint-by-number mural on the Fun Forest Park restrooms, connected to the Senior Center property. Volunteers also trimmed trees, picked up litter, and helped make the park more inviting. The event allowed volunteers to see the results of their work, creating a sense of pride and community.

2. What steps, if any, have you taken towards having a more diverse and inclusive organization? Those could be through organizational policy changes, volunteer best practices, marketing plans, board recruitment, etc. Please share the successes of your efforts (i.e. increased outreach to underserved communities, translation materials provided)
We have taken several steps towards fostering a more diverse and inclusive organization. Our registration process now includes options for individuals with food allergies or other dietary needs, ensuring everyone can comfortably participate in our events. We also follow ADA guidelines for all printed materials and social media posts, ensuring accessibility for all participants. Additionally, we are committed to creating an inclusive environment where everyone feels welcome. These efforts are part of our broader goal to reach underserved communities, and we continually strive to improve our outreach to ensure that all individuals, regardless of background or ability, can be involved in our programs.

3. What is a program or project that you need further funding to initiate in your community? Please describe the program or project (ex. community gardens, recycling initiatives, public art installations.)
We seek further funding to enhance and expand our community recycling program to make hazardous waste disposal more accessible. With curbside recycling services disrupted, we've encouraged residents to visit our downtown recycling center and utilize our "Recycle on Wheels" trailer for community events. However, these resources have limitations in terms of reach and frequency. Additionally, KTyB has received numerous requests from the community for safe disposal options for household hazardous waste, such as paint and fluorescent bulbs. While we currently hold hazardous waste collection events every other year, we aim to secure funding to host these events more frequently, providing residents with regular opportunities to safely dispose of items like paint, fluorescent bulbs, and other hazardous materials. Increased funding would allow us to provide these

essential services more consistently, making recycling and hazardous waste disposal accessible to everyone in the community.

4. Please use this space to share any other successes you would like Keep Texas Beautiful to know about:
We are excited to share that this year, Keep Tyler Beautiful (KTyB) achieved one of the goals set in our strategic plan: one of our Youth Advisory Committee members was selected as a Young Texan Ambassador with Keep Texas Beautiful! This accomplishment was a significant milestone for us, and we are incredibly proud of our dedicated member for being chosen in 2024. It's a testament to the dedication and passion of our youth, and we look forward to seeing the positive impact they will continue to make in our community and beyond.

(optional) Use this field to upload a picture of a program result you are particularly proud of!
IMG_0302.jpg

(optional) Use this field to upload a picture of a program result you are particularly proud of!
IMG_0456.jpg
*By submitting photos, you are giving consent to photo use at will for promotional purposes by KTB.**

Page 10- Star Questions (Page 10 /11)

This page will only appear if you indicated on page 3 the intention to seek recognition for Silver or Gold Star.

If you are seeking recognition for Silver Star Standing or Gold Standing, in addition to meeting all requirements for Good Standing, please review the options below and check all that apply.
- Submitted TWO Beautify Texas Awards in Fall 2024
- Completing one of the three star online questions in this report
- Attended 8 hours of approved virtual or in-person training in 2024
- Have completed the affiliate feedback survey in October-November 2024

If you are seeking recognition for Gold Star Standing, in addition to meeting all requirements for Good Standing and Silver Star, please review the options below and check all that apply.
- Completing two of the three star online questions through this report
- Participated in the KTB Affiliate Mentorship Program as a mentor
- Attended 12 hours of approved virtual or in-person training in 2024
- Keep America Beautiful affiliate in Good Standing

We will be recognizing all Silver Star and Gold Star affiliates at our annual conference. Please add two sentences about what your organization has accomplished in 2024 for us to share.
In 2024, our organization has continued to find innovative ways to educate and engage the community on important environmental issues, particularly recycling and litter abatement. We have also shifted our focus to address both current and future needs, ensuring long-term sustainability and growth in our conservation efforts.

We will be recognizing all Silver Star and Gold Star affilaties at our annual conference. Please add a high quality photo for us to share.
Great Tyler Cleanup 2024.jpg

We will be recognizing all Silver Star and Gold Star affilaties at our annual conference. You may add an additional high quality photo for us to share here.
Tyler Recycles Day 2024.jpg

Star Questions

The topic area my affiliate is covering in the Star question is: (Responses to these questions are not mandatory to achieve Silver/Gold Star status. If your affiliate was not directly involved in any of these focus areas, please do not complete the questions.)
- Youth Engagement
- Recycling

All questions must be answered fully to receive credit for Silver/Gold Star.

Youth Engagement 1. Describe the youth engagement programs that your community offered throughout this past year. How does your organization educate the youth of different ages and grade levels? What curriculums do you utilize, if any? Please include any links to program pages.
Throughout the past year, our community has offered various youth engagement programs designed to spark interest and promote learning in a fun, interactive way. We ensure that games and activities engage youth attendees at every event we host. For example, during events like Park Service Day, we provide plenty of opportunities for participants of all ages to get involved. We also attended several booth events throughout the year, such as Bee Day in the Garden, Fall Fest, School is Cool, and Boo at the Zoo, where we included educational materials and hands-on activities. At these events, we typically feature a game that engages students in learning about essential topics like litter and recycling. Additionally, our tours are tailored to different grade levels, ensuring the content is relevant and accessible for students of varying ages. These activities foster learning while making the experience enjoyable for all participants.
https://www.dontmesswithtexas.org/education/

Youth Engagement2. How does your organization gather data and evaluate the success of your youth programs? What changes do you plan to implement, or what successes have you experienced based on this data?
Our organization gathers data by observing and noting interactions and feedback during events. These observations are then discussed at our Keep Tyler Beautiful (KTYB) board meetings and Youth Advisory Committee (YAC) meetings to evaluate the success of our youth programs and identify any necessary changes. We also conduct after-action reports with staff involved in the event, where information is shared

and reviewed. An example is our Youth Advisory Committee, which noticed a trend at several events beginning in 2024. After discussing the feedback, we switched to online forms and information requests. We also transitioned our YAC application to an online format, aligning with the youth's preference for technology. This change has proven successful, as our created forms have generated responses at events since their introduction.

Youth Engagement3. Describe your method for recruiting youth for your programming. How do you ensure you are welcoming youth of all backgrounds?
Our method for recruiting youth for our programming involves leveraging the connections and networks of our Youth Advisory Committee (YAC). The committee members actively volunteer at events where Keep Tyler Beautiful (KTyB) has a booth, engaging with attendees and recruiting youth by speaking directly to them. They also recruit at school events and through other organizations and groups they are involved with. Additionally, we hold interest meetings where young people can learn more about our programs, and we promote these opportunities through social media to reach a wider audience. We aim to add members from all districts within the city to ensure broad community engagement. We emphasize inclusivity in our recruitment efforts, encouraging committee members to connect with peers from diverse communities and backgrounds. We aim to create an environment where all youth feel comfortable and motivated to participate in our programs.

Youth Engagement4. How have you funded your youth programs (i.e. are you utilizing grant funding or other sources)? What are the priorities that need to be funded for your programming?
Our youth programs are funded through a mix of donations and government resources. Donations from individuals, businesses, and foundations help support and expand our initiatives. Additionally, we set aside funds from our Keep Tyler Beautiful (KTyB) Budget to ensure we fulfill our existing program obligations. Key priorities for funding include program expansion, educational resources, and eventually offering scholarships. These funding sources are essential for our programs' continued growth and sustainability.

Recycling1. Describe your current recycling program in your community. Do you have a curbside recycling service and/or a local drop-off location? Do multi-family, apartments, and/or businesses have access to recycling? What items are accepted? Who manages your recycling program (city, county, volunteers, other)?
Our community's recycling program offers self-service drop-off at our downtown recycling center. Our curbside recycling service is temporarily suspended due to a fire at the Kilgore facility that processes the recycled items. In response, we've heavily promoted our downtown recycling center and our "Recycle on Wheels" program, where the community can use our mobile recycling trailer for events. For example, a local business used the trailer to collect water bottles over the summer. We accept various recyclable items, including some not accepted through curbside services. Additionally, we offer proper disposal of certain items, such as tires, for a small fee. The city's Solid Waste Department manages the recycling center and recycling efforts, with support from the Keep Tyler Beautiful Coordinator for promotion and events like Tyler Recycles Day, which is observed annually to observe Texas Recycles Day. We strive to make recycling accessible to all community members, including multi-family households and businesses, by providing convenient alternatives like our mobile recycling trailer.

Recycling2. Describe your current education and outreach strategy. How are you raising awareness of recycling access in your community? How are you educating on what items are accepted?
Our current education and outreach strategy focuses on raising awareness of recycling access and educating the community on what items are accepted. We promote recycling information through various channels, such as social media posts and flyers. We also occasionally appear on the East Texas Live segment of KETK's Midday News, sharing updates on recycling initiatives. Additionally, our efforts are featured on several local news channels and highlighted on the City of Tyler's Roses and Weeds podcast. We also offer tours of the recycling center, which is open to anyone interested in learning more about recycling processes. To further engage the community, we set up booths at local events where we provide information and answer questions. These efforts help ensure residents are informed about recycling access and the types of items they can recycle in our community.

Recycling3. What is the biggest challenge your recycling program is experiencing? (Contamination, infrastructure needs, volume, market values, staffing concerns, etc.)
The biggest challenge our recycling program is currently facing is misinformation. With the suspension of curbside recycling services, many residents mistakenly believed our downtown recycling center was closed. This misunderstanding decreased participation, as people were unsure where to recycle. To address this, we've focused on increasing awareness and clarifying that the recycling center is still open and accessible. We've used various communication channels, including social media, local news, and events, to ensure the community knows recycling options are still available despite the temporary curbside suspension.

Recycling4. What does your recycling program need to improve or overcome current challenges? What new processing equipment or educational resources do you need to improve efficiency, increase participation or reduce contamination?
To improve and overcome the current challenges in our recycling program, we need to address both infrastructure limitations and expand our educational resources. Our current facility has limited capacity for recycling materials, and the aging infrastructure restricts our ability to handle higher volumes effectively. Additionally, we could greatly benefit from funding to remodel an unused section of the facility to create a dedicated classroom space for educational purposes. These changes would allow us to hold educational sessions regardless of weather conditions, as we've had to cancel multiple tours due to poor weather. New processing equipment could also improve efficiency, reduce contamination, and better manage the materials we receive. Increased funding for these improvements would help us better serve the community by increasing participation and ensuring a more sustainable and effective recycling program.

GOLD STAR SUPPORTING DOCUMENTS

Letters of Support must be uploaded to this form or emailed to corinne@ktb.org no later than 2/27/2025.

Please upload your Letter of Support for Gold Star

2025 Keep Tyler Beautiful Letter of Support.pdf

Page 11 - COMMENTS & CERTIFICATION (Page 11 /11)

If you have any comments you would like to share or training/resource requests regarding your affiliation with Keep Texas Beautiful, please provide them in the space below.

Comments
As I approach my first anniversary as the Keep Tyler Beautiful Coordinator, I've gained a deeper understanding of this role's importance and impact. I now see more clearly the depth of responsibilities and the importance of educating others about our mission. This year marks KTyB's 30th anniversary, a milestone highlighting the many individuals who have contributed to the growth of our program. I'm excited to continue learning and building on the hard work that has brought our organization to where it is today, including maintaining the Gold Star standard that has been upheld for over 20 years. I look forward to the future and to growing even more as we work to sustain the success we've achieved.

CERTIFICATION
In submitting the 2024 KTB Annual Report on behalf of my affiliate I certify the information provided to be true and accurate and all reported events and activities occurred during **January 1, 2024 - December 31, 2024.**

On the next page you will be given the option to save or print your report. We HIGHLY encourage you to save your report!

Attached Files:

COT KTyB Logo (1).png (96 KB)
IMG_0602.jpg (2.94 MB)
IMG_0406.JPEG (437 KB)
IMG_0772.jpg (2.21 MB)
IMG_0408.JPEG (388 KB)
IMG_0302.jpg (4.59 MB)
IMG_0456.jpg (3.55 MB)
2025 Keep Tyler Beautiful Letter of Support.pdf (54 KB)
Great Tyler Cleanup 2024.jpg (285 KB)
Tyler Recycles Day 2024.jpg (323 KB)

Don Warren
Mayor



The City of Tyler
Office of the Mayor
P.O. Box 2039
Tyler, Texas 75710-2039

Phone: (903) 531-1253
Fax: (903) 531-1166
www.cityoftyler.org

February 21, 2025

Dear Keep Texas Beautiful:

As Mayor of the City of Tyler, it is my pleasure to be associated with Keep Tyler Beautiful (KTyB). This program, along with its staff and board members, plays a vital role in the city of Tyler. They work tirelessly to educate our citizens on the importance of waste reduction and litter prevention. Their active participation in beautifying our city through numerous plantings and litter clean-up programs is recognized throughout the community.

KTyB maintains strong relationships with many of the City's departments, including Solid Waste, Parks, Neighborhood Services, Code Enforcement, and the Main Street Department. In partnership with local schools, religious organizations, honor societies, garden clubs, churches, businesses, and civic groups, they inspire others to help maintain the beauty and cleanliness of our community.

KTyB educates Tyler's youth through various programs with the Tyler Recycling Center and local schools. The tours offered at the Recycling Center are a favorite among student groups. During these tours, students learn how recycled materials are transformed into new products and why reducing the waste that ends up in our landfills each day is essential.

KTyB organizes numerous litter clean-up events and prevention programs throughout the year. Board members and volunteers from all over Tyler work together to clean the walking trails, picnic areas, and playgrounds of the city's most popular parks during the annual Great Tyler Cleanup, TxDOT's Don't Mess with Texas Trash-off, and Park Service Day. In addition, litter clean-ups are conducted year-round across the city as part of our Adopt-a-Spot program. We also have six solar-powered trash compactors in the downtown area, which have been key in keeping the area clean. The board continues to work diligently to educate the public on the importance of maintaining a litter-free environment.

KTyB board also contributes to beautifying our city by planting trees and daffodils. They are always an active participant in the Tyler Trees Committee, and many board members attend tree-planting events throughout the year. Local businesses are encouraged to maintain their properties through the presentation of the KTyB Beauty and Business Award. Additionally, the KTyB Board manages the Tyler Against Graffiti (TAG) program and collaborates with the Code Enforcement Department to discover new ways to deter local taggers. Other beautification efforts include the Beauty and the Box program, the Hillside Park Art Wall, and murals painted on the exteriors of restroom buildings at city parks.

The visibility of KTyB serves as an example to the citizens of Tyler, inspiring them to maintain a community that we can all be proud of. By working with residents and business owners, the board strives to create a beautiful and clean city, fostering growth and development for Tyler's future.

Sincerely,

Donald P. Warren
Mayor
City of Tyler

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-1

Date: September 24, 2025

Subject: S25-003 TAE WAN PARK (3521 SOUTH BROADWAY AVENUE) Request that the City Council consider adoption of an Ordinance for a Special Use Permit to allow for a food park.

Item Reference:

The applicant is requesting a Special Use Permit (SUP) to allow for a food truck park on Lot 1L of NCB 1010-C, one lot containing approximately 1.30 acres of land located south of the southwest intersection of West Amherst Street and South Broadway Avenue (3521 South Broadway Avenue).

Tyler City Code Chapter 10, Article IX., Division A., provides that the City Council may, by ordinance, grant a special permit for special uses, which are otherwise prohibited by this ordinance and may impose appropriate conditions and safeguards. Special Use Permits (SUP) are approved for a specific period of time. A use is considered special by the Unified Development Code (UDC) 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.

The adjacent properties to the north, south, and east are zoned C-1, Light Commercial District, and are developed with commercial uses. The adjacent property to the west is zoned R-1A, Single-Family Residential District, and is developed with a single-family home.

The applicant proposes a major food truck park with nine food truck sites. The commissary and the restrooms are located on-site in the existing building. The food trucks shall comply with all the applicable regulations of the Northeast Texas Public Health District, adopted building codes, International Fire Code, Unified Development Code, and all other applicable federal, state, and local laws. The Unified Development Code requires two parking spaces per mobile food unit, along with 1/100 square feet of designated seating area. Currently, the site has 36 parking spaces which is more than the required number of parking spaces. Screening and noise regulations will be as per the City regulations. An SUP was approved in December 2022 for one year. The applicant did not apply for a new SUP and has been operating the business without approval.

The business has received zoning and occupancy violations. Formal complaints have been made regarding site lighting, which is currently under Code Enforcement investigation enforcement, and compliance is pending. The Police Department has also received reports of disturbance of noise, aggravated assault, disturbance fights, vehicle burglary, and welfare concerns. The owner did not operate the food truck park in compliance with the previous site plan approval.

The property is zoned C-1, Light Commercial District. The UDC only allows food trucks to operate in C-1 zoning if they are at an approved food truck park. It is not the intent of the ordinance to approve food truck parks for one truck to operate or for sporadic activity in relation to another business. They are intended to be a primary use of the property.

On September 2, 2025, the Planning and Zoning Commission held a public hearing for this request. The applicant spoke in favor of the request. The Commission added the condition that up to nine food trucks may operate in the locations shown on their site plan and limited the approval to six months.

As of Friday, September 19, 2025, of the 13 notices, no notices were returned in favor or in opposition to the request.

All other departments have reviewed the application and anticipate a negative impact on other related services by the proposed Special Use Permit request.

RECOMMENDATION:

The Planning and Zoning Commission by a 6-1 vote recommends approval of a Special Use Permit to allow for a food park for a period of six months with the condition that the applicant shall only allow up to nine food trucks to operate in the locations shown on their 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; APPROVING A SPECIAL USE PERMIT TO ALLOW FOR A FOOD TRUCK PARK ON LOT 1L OF NCB 1010-C, ONE LOT CONTAINING APPROXIMATELY 1.30 ACRES OF LAND LOCATED SOUTH OF THE SOUTHWEST INTERSECTION OF WEST AMHERST STREET AND SOUTH BROADWAY AVENUE (3521 SOUTH BROADWAY AVENUE); 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 change should be allowed 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 S25-003

That the following described property, which is currently zoned "C-1", Light Commercial District, shall hereafter allow a Special Use to allow for a food truck park for a period of six months, to wit:

> On Lot 1L of NCB 1010-C, one lot containing approximately 1.30 acres of land located south of the southwest intersection of West Amherst Street and South Broadway Avenue (3521 South Broadway Avenue).

PART 2: The Special Use Permit is subject to restrictions listed in Exhibit "A" attached hereto and incorporated herein.

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 September 26th, 2025.

PASSED AND APPROVED this the 24th day of September A.D., 2025.

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

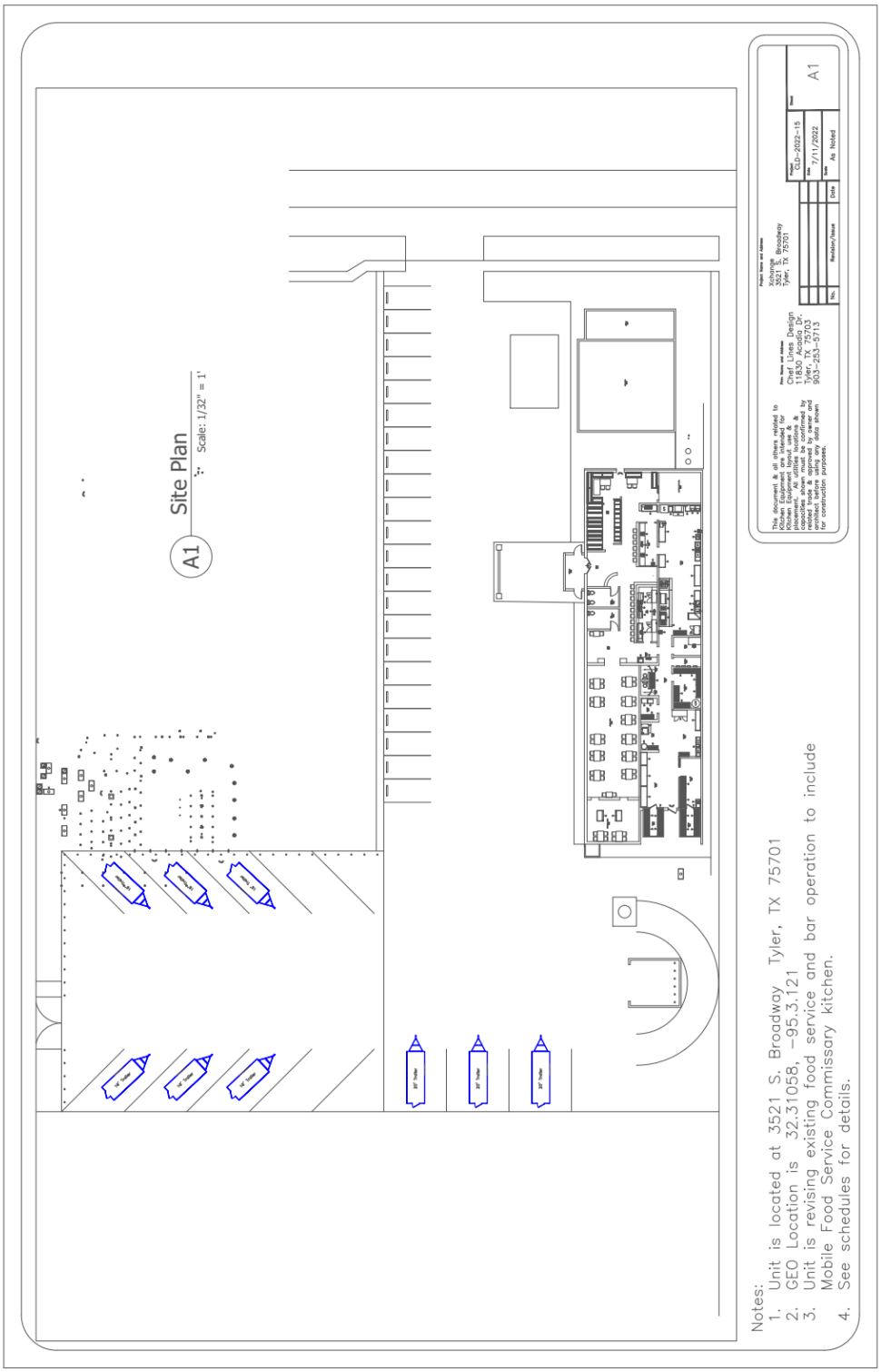
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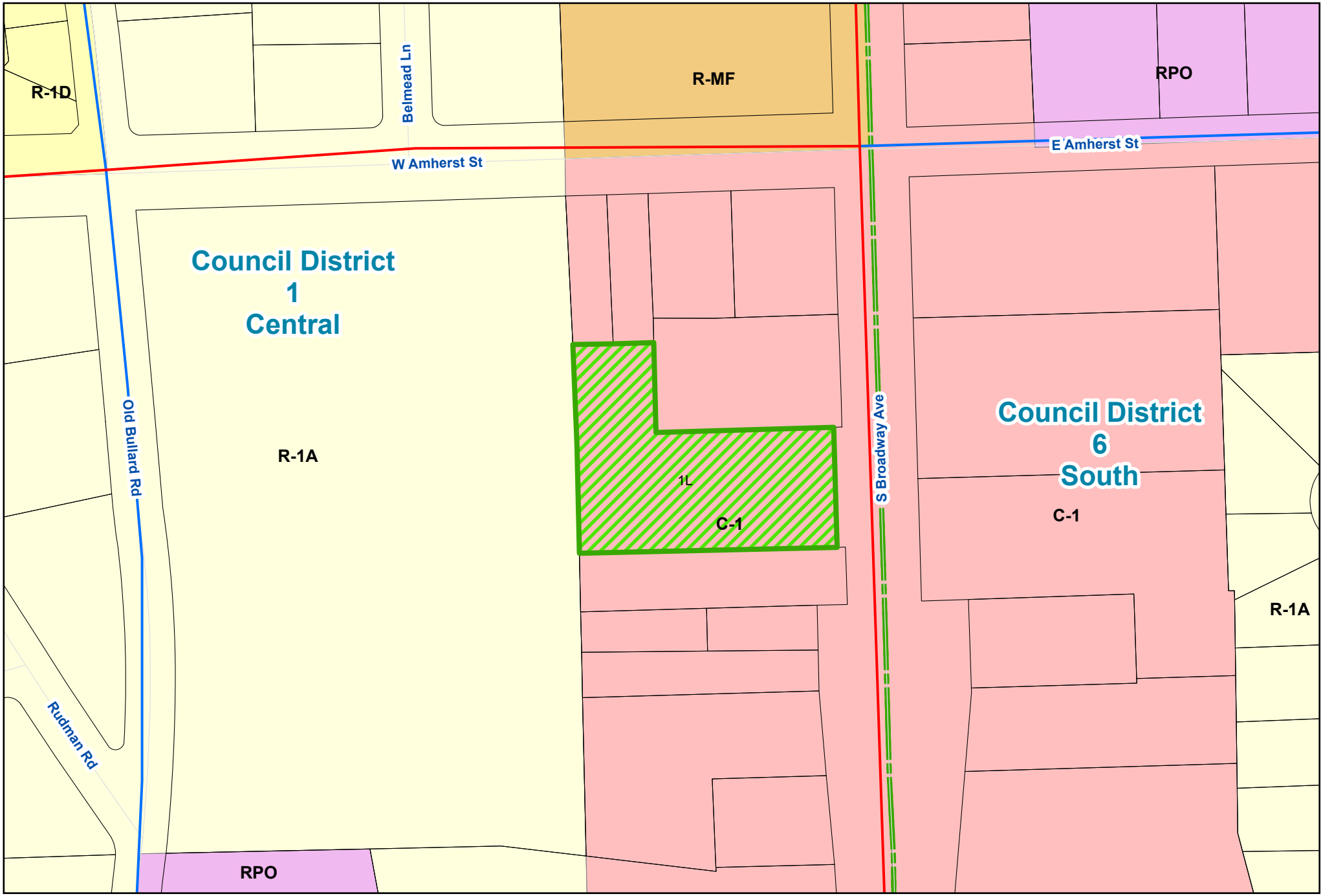
_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

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





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.

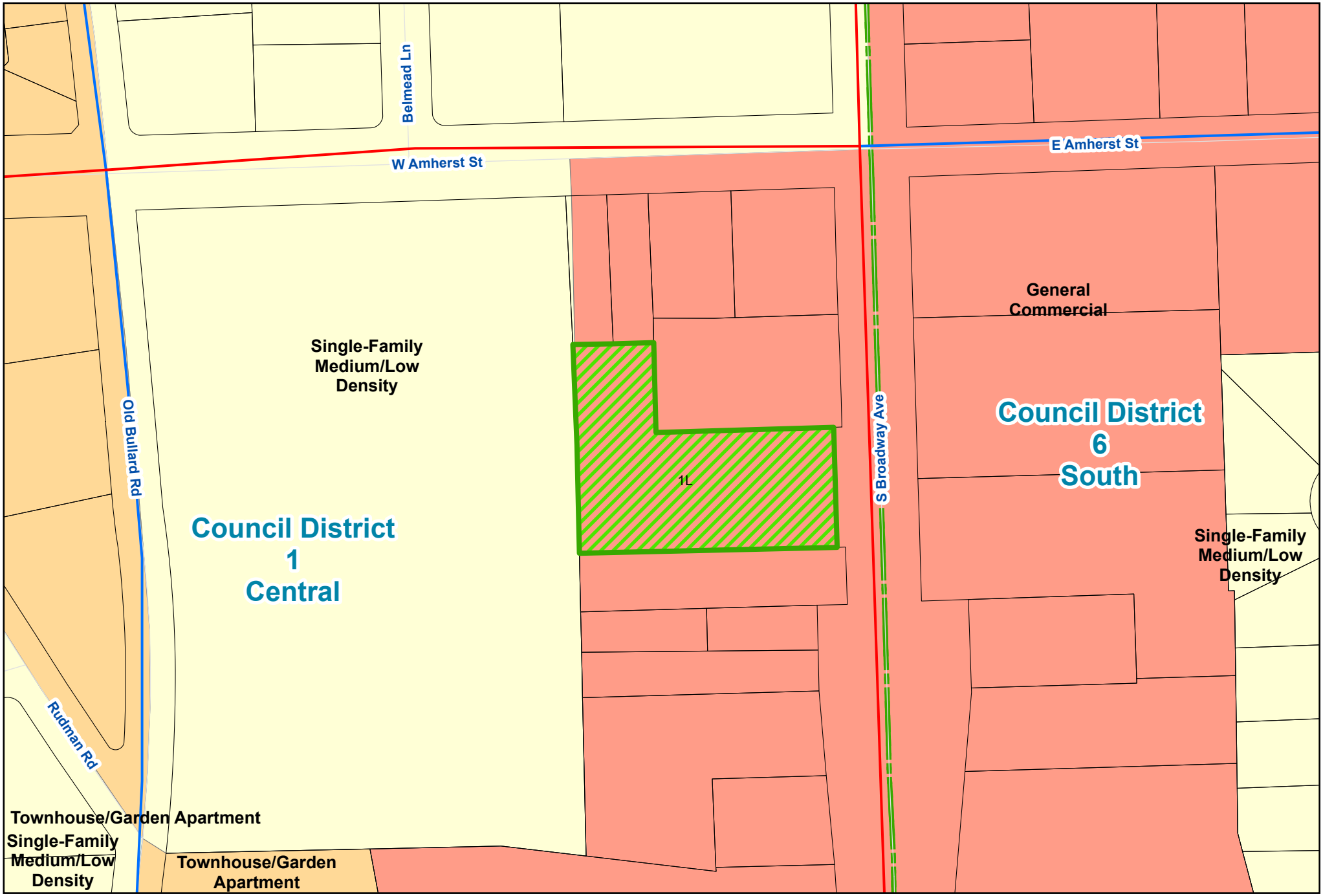
1 inch equals 150 feet

N

ZONING CASE
Zoning Case #: S25-003
Current Zoning: C-1
Proposed Use: Food Truck Park
TAE WAN PARK

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.

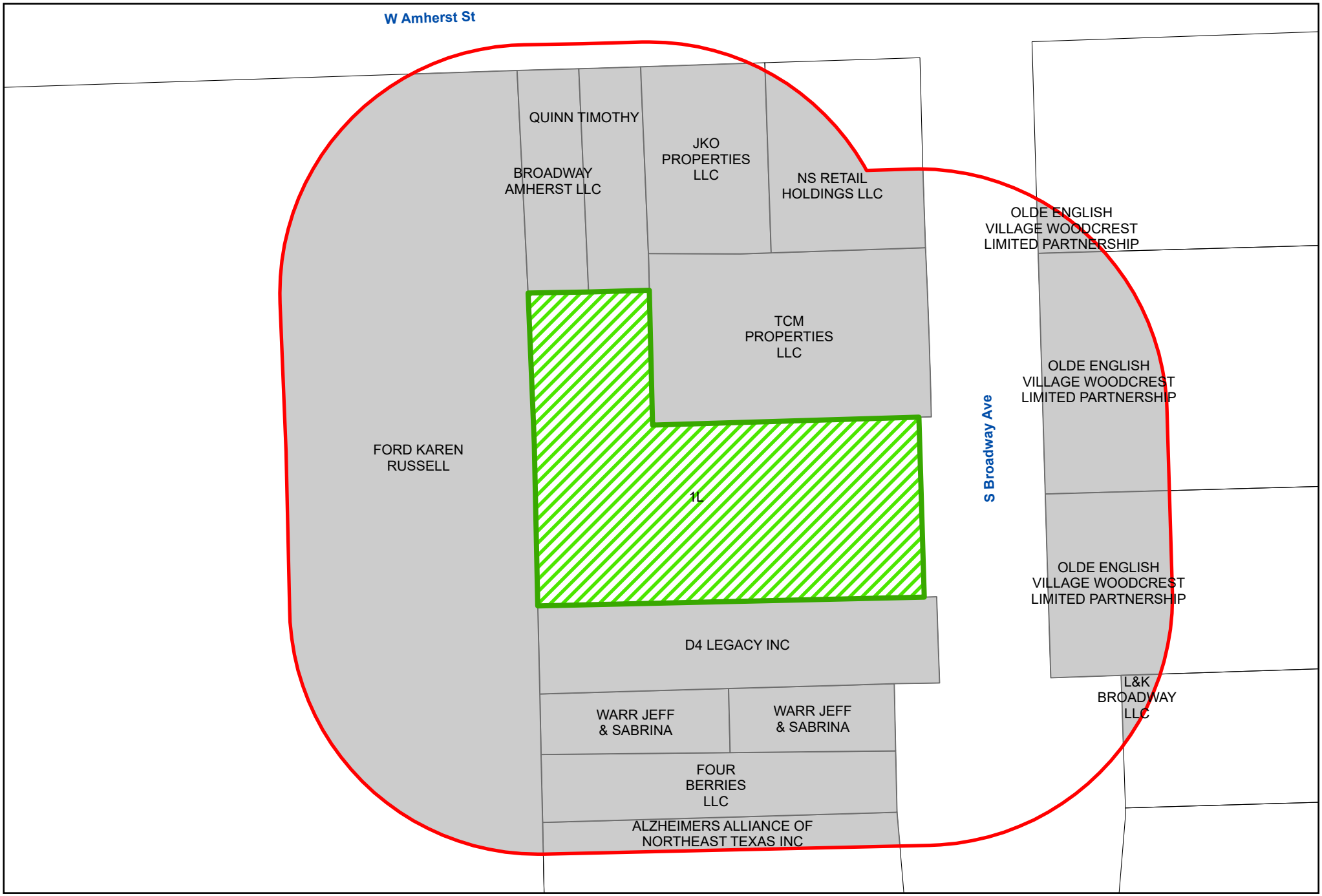
1 inch equals 150 feet

N

ZONING CASE
Zoning Case #: S25-003
Current Zoning: C-1
Proposed Use: Food Truck Park
TAE WAN PARK

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 #: S25-003
Current Zoning: C-1
Proposed Use: Food Truck Park
TAE WAN PARK

Subject Property
200' Mailed Notification Area

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-2

Date: September 24, 2025

Subject: Z25-020 OLVI LANDAVERDE (3101 SHAW STREET) Request that the City Council consider adoption of an Ordinance approving a zone change from R-1A, Single-Family Residential District to R-1D, Single-Family Detached and Attached Residential District.

Item Reference:

The applicant is requesting the zone change to bring into conformance with the Unified Development Code and to subdivide the property into four lots on Lot 137G of NCB 852-I, one lot containing approximately 0.37 acres of land located at the northwest intersection of Britton Avenue and Shaw Street (3101 Shaw Street).

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

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 adjacent properties to the north, west, and east are zoned R-1A, Single-Family Residential District

and are developed with single-family homes. The adjacent property to the south is zoned INT, Institutional District and is the location of the Rise Academy campus.

This request is consistent with the Tyler 1st Future Land Use Guide, which identifies this property as Single-Family Medium/Low Density.

The applicant is requesting the zone change in order to subdivide the property into four lots. The homes on the lot were built in the mid-1930s and 1940s and are occupied or currently undergoing renovations. The requested R-1D zoning would allow each proposed lot to meet the required dimensional standards and allow the lot to be subdivided.

On September 2, 2025, the Planning and Zoning Commission held a public hearing for this request. No one spoke in favor of opposition to the request.

As of Friday, September 19, 2025, of the 18 notices mailed, no notices were returned in favor or in opposition.

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

RECOMMENDATION:

The Planning and Zoning Commission by a 7-0 vote recommends approval of a zone change from R-1A, Single-Family Residential District to R-1D, Single-Family Detached and Attached 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 R-1A, SINGLE-FAMILY RESIDENTIAL DISTRICT TO R-1D, SINGLE-FAMILY DETACHED AND ATTACHED RESIDENTIAL DISTRICT ON LOT 137G OF NCB 852-I, ONE LOT CONTAINING APPROXIMATELY 0.37 ACRES OF LAND LOCATED AT THE NORTHWEST INTERSECTION OF BRITTON AVENUE AND SHAW STREET (3101 SHAW STREET); DIRECTING THE AMENDMENT OF THE ZONING 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 Z25-020

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

Lot 137G of NCB 852-I, one lot containing approximately 0.37 acres of land located at the northwest intersection of Britton Avenue and Shaw Street (3101 Shaw Street).

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

PASSED AND APPROVED this the 24th day of September A.D., 2025.

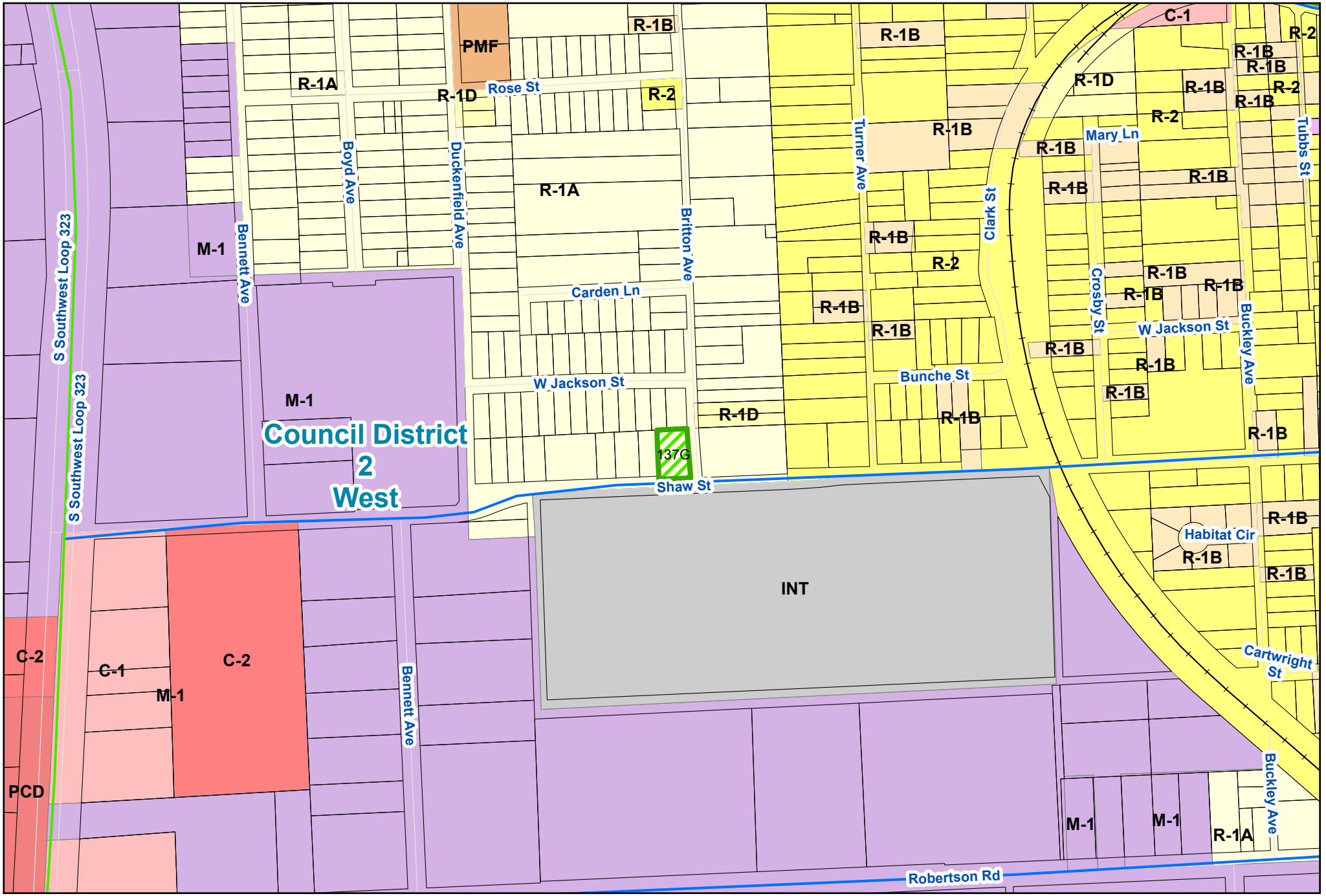
_____
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY



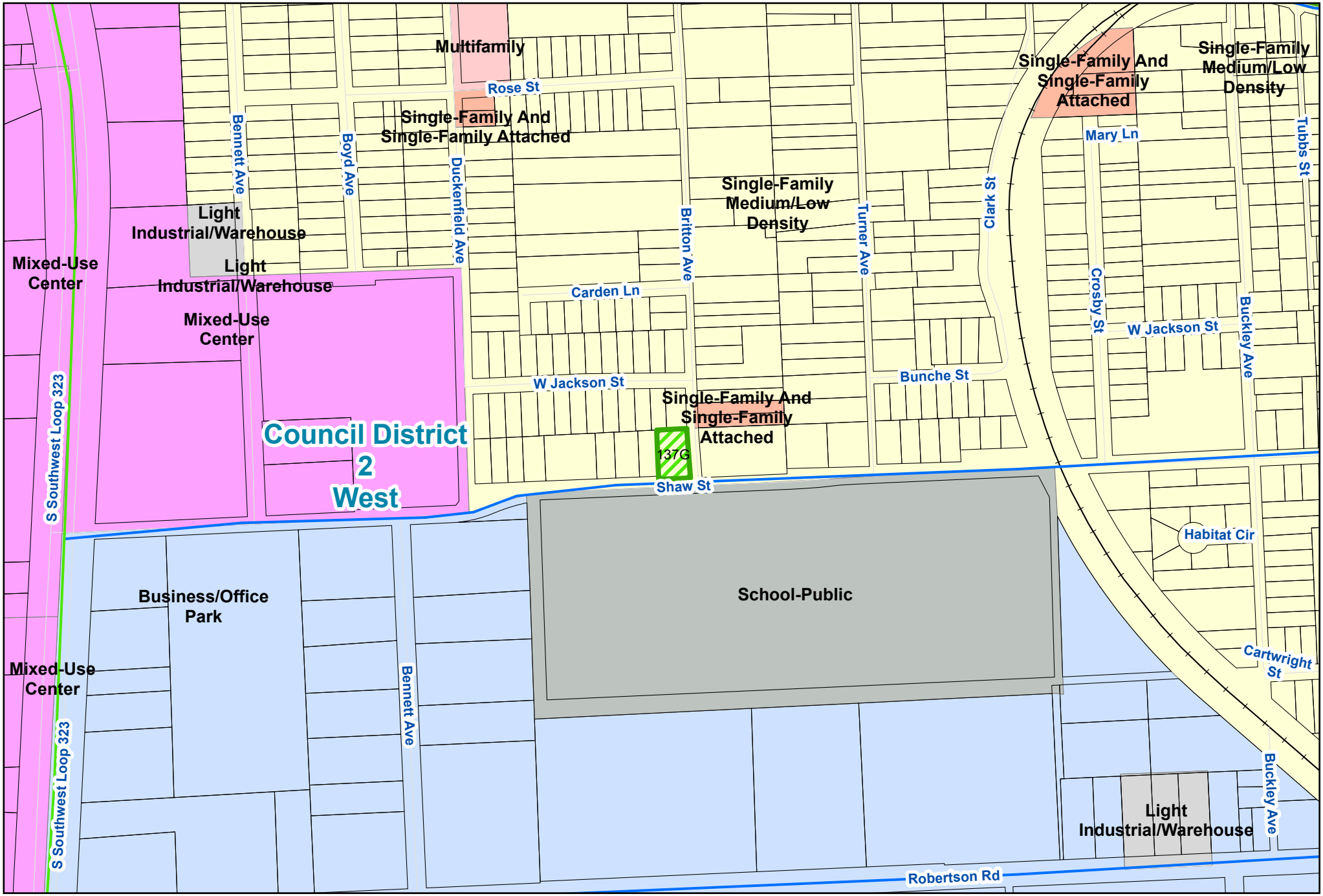
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1 inch equals 400 feet

N

ZONING CASE
Zoning Case #: Z25-020
Current Zoning: R-1A
Proposed Zoning: R-1D
OLVI LANDAVERDE

Subject Property



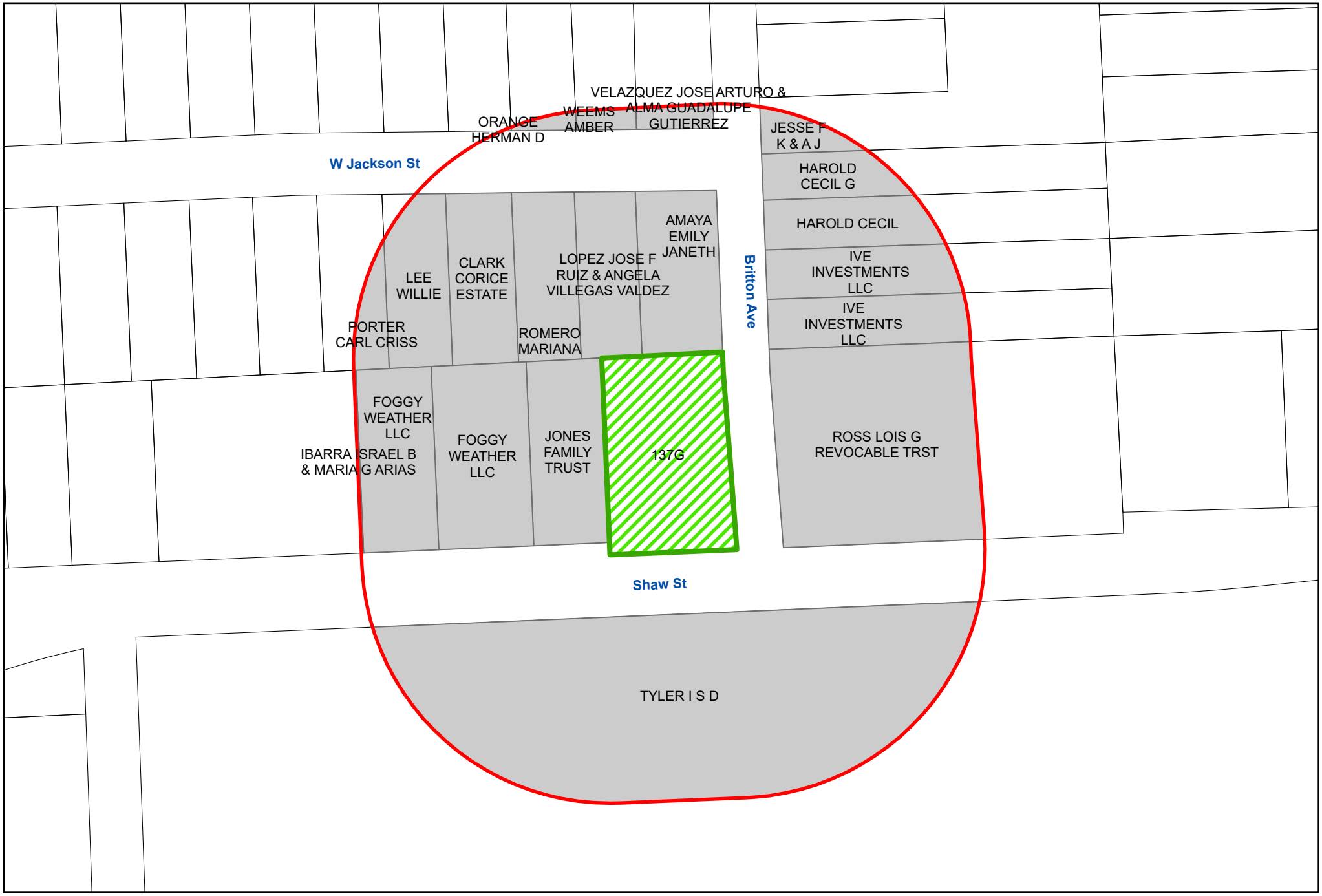
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1 inch equals 400 feet

N

ZONING CASE
Zoning Case #: Z25-020
Current Zoning: R-1A
Proposed Zoning: R-1D
OLVI LANDAVERDE

Subject Property



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1 inch equals 100 feet

N

ZONING CASE
Zoning Case #: Z25-020
Current Zoning: R-1A
Proposed Zoning: R-1D
OLVI LANDAVERDE

Subject Property
200' Mailed Notification Area

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-3

Date: September 24, 2025

Subject: Z25-021 LETC VENTURES LLC (422 REEVES STREET) 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 for two-family development on Lot 12A of NCB 76, one lot containing approximately 0.18 acres of land located at the northwest intersection of Oakland Avenue and Reeves Street (422 Reeves Street).

According to the Unified Development Code (UDC), the R-2, Two-Family Residential District is primarily intended to accommodate single-family detached and two-family (duplex) housing on individual lots. The maximum building height is 42 feet. Setback requirements are 25 feet in the front, 25 feet in the rear, six 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.

The adjacent properties to the north and west are zoned R-MF, Multi-Family Residential District and are developed with single-family homes. The adjacent property to the east is zoned C-2, General Commercial District and is undeveloped. The adjacent properties to the south are zoned M-1, Light

Industrial District and are developed with industrial uses.

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

The applicant is requesting the zone change in order to allow for the lots to be developed with either a single-family home with an accessory dwelling unit, or a two-family duplex. In 2022, the property was rezoned from R-MF to R-1B. The general area is developed with a mixture of single-family, two-family, and multi-family residences.

On September 2, 2025, the Planning and Zoning Commission held a public hearing for this request. The applicant was present and made himself known and gave his name for the record. There was no significant discussion.

As of Friday, September 19, 2025, of the 12 notices mailed, no notices were returned in favor or in opposition.

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 R-1B, SINGLE-FAMILY RESIDENTIAL DISTRICT TO R-2, TWO-FAMILY DUPLEX DISTRICT ON LOT 12A OF NCB 76, ONE LOT CONTAINING APPROXIMATELY 0.18 ACRES OF LAND LOCATED AT THE NORTHWEST INTERSECTION OF OAKLAND AVENUE AND REEVES STREET (422 REEVES STREET); 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 Z25-021

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 Duplex District, to wit:

Lot 12A of NCB 76, one lot containing approximately 0.18 acres of land located at the northwest intersection of Oakland Avenue and Reeves Street (422 Reeves Street).

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 24th day of September A.D., 2025.

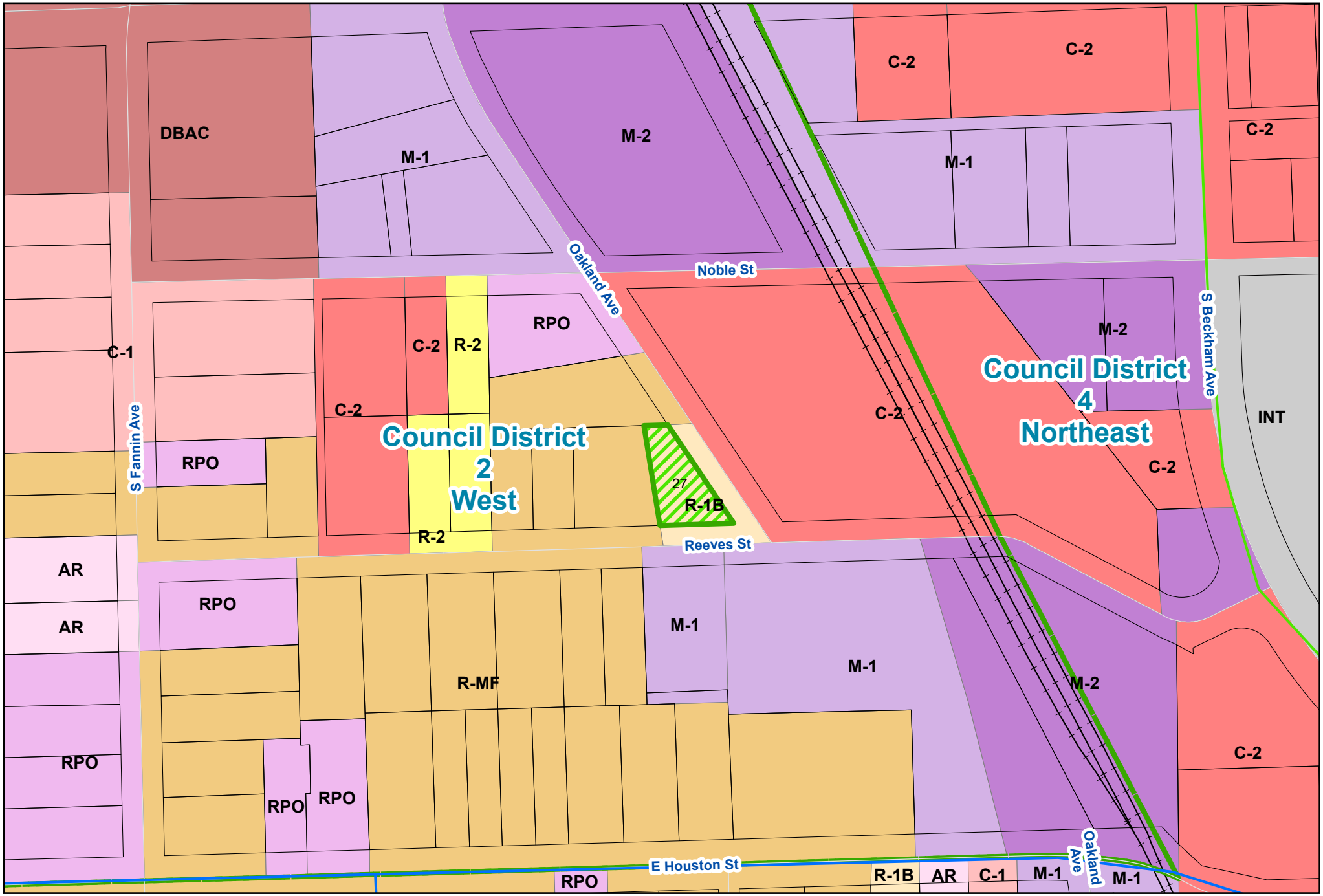
_____
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY



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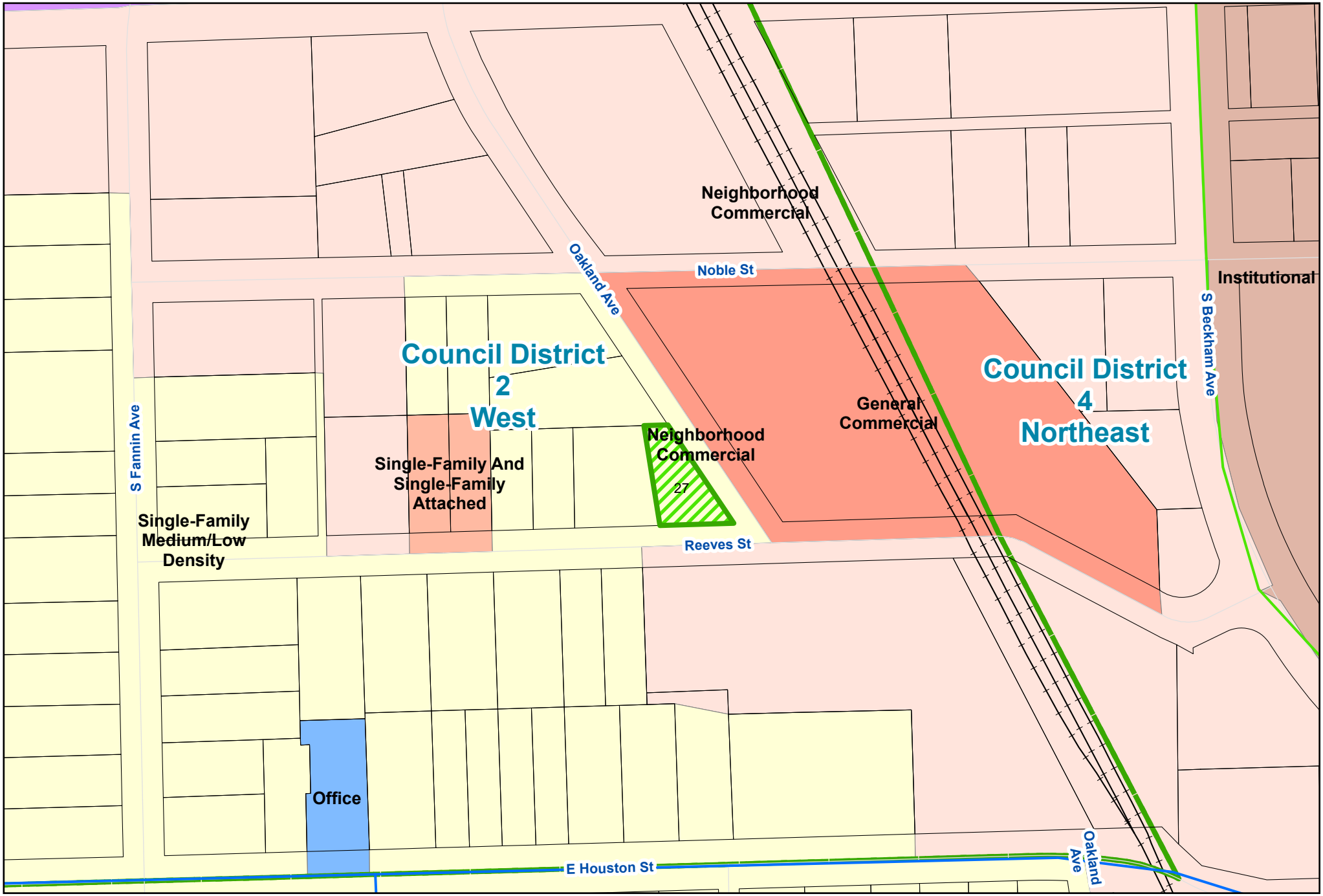
1 inch equals 150 feet

N

ZONING CASE
Zoning Case #: Z25-021
Current Zoning: R-1B
Proposed Zoning: R-2
LETC VENTURES LLC

Subject Property

Council District Boundary



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1 inch equals 150 feet

N

ZONING CASE
Zoning Case #: Z25-021
Current Zoning: R-1B
Proposed Zoning: R-2
LETC VENTURES LLC

Subject Property

Council District Boundary



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1 inch equals 100 feet

N

ZONING CASE
Zoning Case #: Z25-021
Current Zoning: R-1B
Proposed Zoning: R-2
LETC VENTURES LLC

Subject Property
200' Mailed Notification Area
Council District Boundary

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-4

Date: September 24, 2025

Subject: Z25-022 REGINALD JENKINS (1310 AND 1314 CLAUDE STREET) Request that the City Council consider adoption of an Ordinance approving a zone change from R-MF, Multi-Family Residential District to R-1D, Single-Family Detached and Attached Residential District.

Item Reference:

The applicant is requesting the zone change to build two single-family homes on Lots 19A and 20A of NCB 356, two lots containing approximately 0.17 acres of land located west of the southwest intersection of North Confederate Avenue and Claude Street (1310 and 1314 Claude Street).

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

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.

The adjacent property to the west is zoned R-1B, Single-Family Residential District and is currently undeveloped. All other adjacent properties are zoned R-MF, Multi-Family Residential Property and are

generally developed with single-family homes.

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

The applicant is requesting the zone change to allow the lots to be developed with single-family homes. Given the size and shape of the existing lots, R-1D zoning is appropriate for this.

On September 2, 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, September 19, 2025, of the 24 notices mailed, no notices were returned in favor or in opposition.

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-MF, Multi-Family Residential District to R-1D, Single-Family Detached and Attached 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 R-MF, MULTI-FAMILY RESIDENTIAL DISTRICT TO R-1D, SINGLE-FAMILY DETACHED AND ATTACHED RESIDENTIAL DISTRICT ON LOTS 19A AND 20A OF NCB 356, TWO LOTS CONTAINING APPROXIMATELY 0.17 ACRES OF LAND LOCATED WEST OF THE SOUTHWEST INTERSECTION OF NORTH CONFEDERATE AVENUE AND CLAUDE STREET (1310 AND 1314 CLAUDE STREET); 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 Z25-022

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

> Lots 19A and 20A of NCB 356, two lots containing approximately 0.17 acres of land located west of the southwest intersection of North Confederate Avenue and Claude Street (1310 and 1314 Claude Street).

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 24th day of September A.D., 2025.

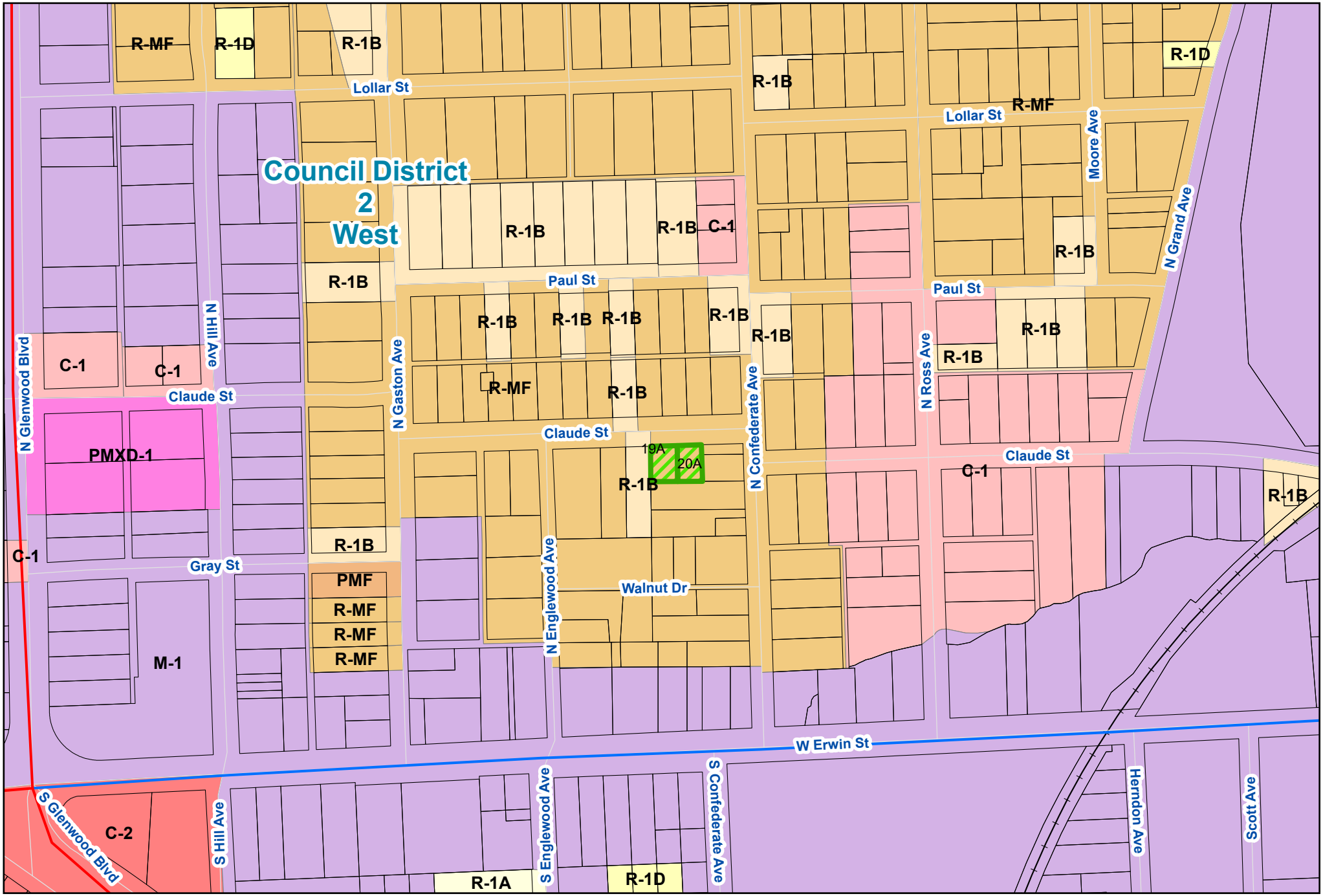
_____
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

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 #: Z25-022
Current Zoning: R-MF
Proposed Zoning: R-1D
REGINALD JENKINS

Subject Property



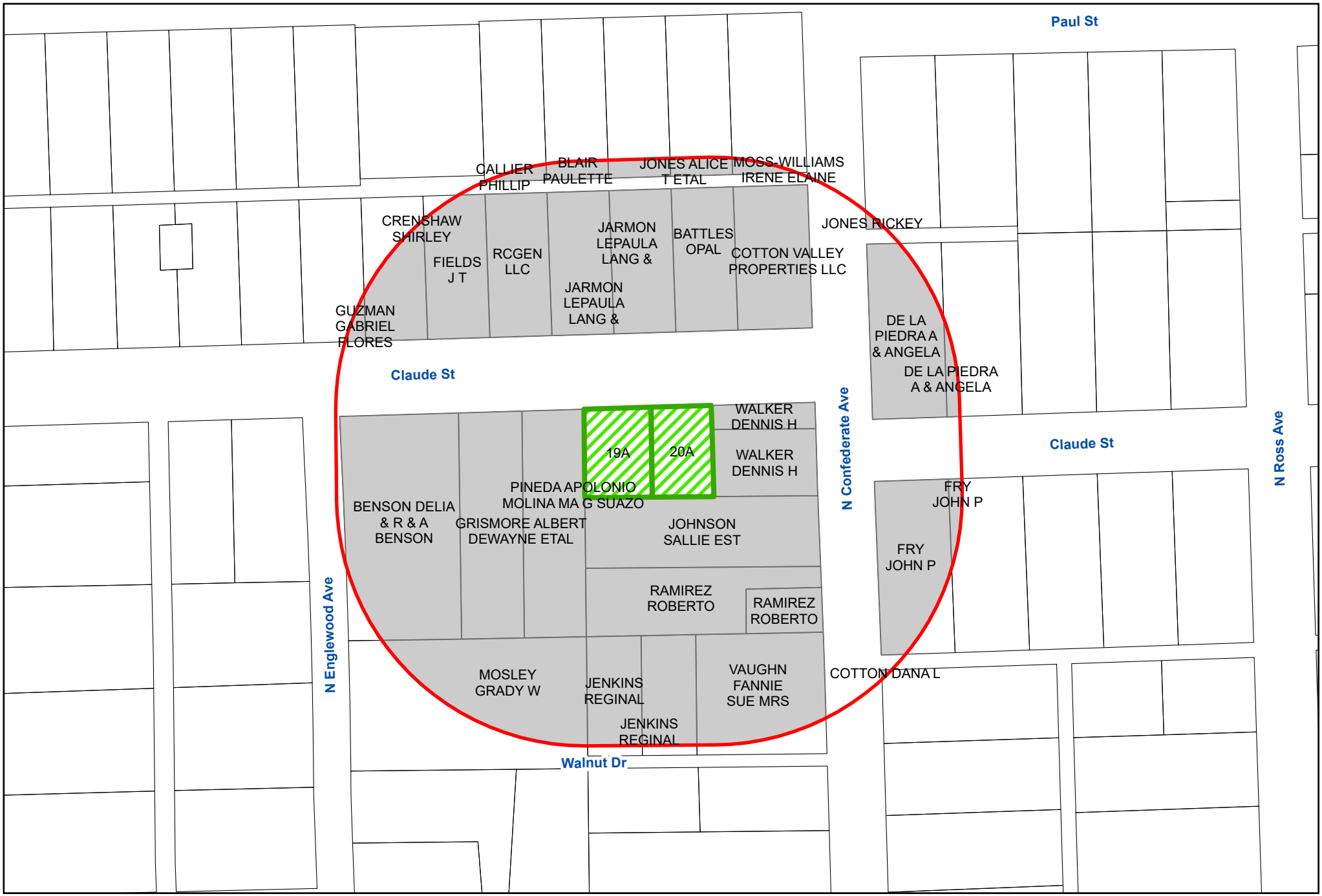
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1 inch equals 250 feet

N

ZONING CASE
Zoning Case #: Z25-022
Current Zoning: R-MF
Proposed Zoning: R-1D
REGINALD JENKINS

Subject Property



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N

ZONING CASE
Zoning Case #: Z25-022
Current Zoning: R-MF
Proposed Zoning: R-1D
REGINALD JENKINS

Subject Property
200' Mailed Notification Area

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. O-1

Date: September 24, 2025

Subject: Request that the City Council consider adoption of an Ordinance amending the Fiscal Year 2024-2025 Budget for various projects relating to Tax Increment Reinvestment Zone 3 (TIRZ 3).

Item Reference: **C-A-9 August 27, 2025**

City staff is requesting the following amendment to the current fiscal year budget:

Amend the TIRZ 3 budget for East Maple Estates Amendment for $200,000

This contract was previously amended and approved by Council on August 27, 2025

RECOMMENDATION:

It is recommended that the City Council consider adoption of an Ordinance amending the Fiscal Year 2024-2025 Budget for various projects relating to Tax Increment Reinvestment Zone 3 (TIRZ 3)

Attachments:
2025_Budget_Amendment_Ordinance_9_10_25

Drafted/Recommended By:
Department Leader Lauren Justice, Controller

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2025-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AMENDING THE FISCAL YEAR 2024-2025 BUDGET, TO FUND PROJECTS RELATED TO TAX INCREMENT REINVESTMENT ZONE NO. 3 (TIRZ 3); PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Tyler, Texas is amending the current budget for fiscal year 2024-2025 to fund projects related to the TIRZ #3 Zone.

WHEREAS, City Council affirms the budget and financial policies that have been approved by ordinances and administrative actions;

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

PART 1: That the fiscal year 2024-2025 budget for TIF / TIRZ #3 fund will be amended to include the following budget changes:

Item	Request	Fund	Account Number	Account	Budget	Requested Roll Amount	Amended Budget
1	Contract for East Maple Estates was amended and increased by $200,000. This contract was approved by Council on 8/27/25	TIRZ Fund	218-0110-412.04-08	Special Services	1,020,000.00	200,000.00	1,220,000.00

PART 2: That any ordinance, resolution, policy or any provision or section of the Code of the City of Tyler, Texas, as amended, and in conflict herewith, be and the same is hereby repealed to the extent of any conflict.

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: This ordinance shall become effective upon approval.

PASSED AND APPROVED this the 24th day of September, A.D., 2025.

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

ATTEST:

_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM, CITY ATTORNEY

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. O-2

Date: September 24, 2025

Subject: Request that the City Council consider adoption of an Ordinance amending Tyler City Code Chapter 2 by increasing the dollar amount required for competitive bidding from over $50,000.00 to over $100,000.00 to reflect recent changes in State law, and also increasing the dollar amount for municipal expenditures requiring City Council approval from over $50,000 to over $100,000.00.

Item Reference: **Texas Local Government Code Chapters 252 and 271; Tyler City Code Chapter 2; Article I.**

COMPETITIVE BIDDING AND EXPENDITURES

City of Tyler previously elected to have State law supersede the City Charter on bidding. State law, at Texas Local Government Code Chapter 252, contains provisions on purchasing and contracting authority of municipalities, including competitive bidding. Texas Local Government Code Section 252.002 provides that any provision in the charter of a home-rule municipality that relates to notice of contracts, requirements for taking of sealed bids based on specifications for public improvements or purchases, the manner of publicly opening bids or reading them aloud, or the manner of letting contracts and that is in conflict with Chapter 252 controls over Chapter 252, unless the governing body elects to have Chapter 252 supersede the charter. In City Code Section 2-6.a., the Tyler City Council previously elected to have Chapter 252 supersede the charter.

Competitive Bidding; More than $50,000. Until recently, Texas Local Government Code Section 252.021(a) provided that before a municipality could enter into a contract that required an expenditure of more than $50,000.000 from one or more municipal funds, the municipality was required to meet the competitive bidding requirements in State law. Similarly, City Code Section 2-6.a. contained wording that expenditures of more than $50,000.00 would require bidding.

City Council Authorization for Municipal Expenditures of over $50,000.00. Also, City Code Section 2-6..b. contained wording that municipal expenditures of more than $50,000.00 will require City Council authorization. In other words, City Council authorization for expenditures is currently tied to the competitive bidding amount in State law.

RECENT CHANGES IN STATE LAW; PROPOSED CITY CODE AMENDMENTS

During the 2025 Session, the Texas Legislature adopted SB 1173, which increased the dollar amount

required for competitive bidding from over $50,000.00 to over $100,000.00. Accordingly, the attached Ordinance makes the following changes:

*Amends City Code Section 2-6.a. to increase the dollar amount required for competitive bidding from over $50,000.00 to over $100,000.00.

*Amends City Code Section 2-6.b. to increase the dollar amount for municipal expenditures requiring City Council approval from over $50,000.00 to over $100,000.00.

This proposed Ordinance was reviewed by the Finance, People and Technology Strategic Committee on August 19, 2025.

RECOMMENDATION:

Request that the City Council consider adoption of an Ordinance amending Tyler City Code Chapter 2 by increasing the dollar amount required for competitive bidding from over $50,000.00 to over $100,000.00 to reflect recent changes in State law, and also increasing the dollar amount for municipal expenditures requiring City Council approval from over $50,000 to over $100,000.00.

Attachments:
Ordinance

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

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2025-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AMENDING CHAPTER 2, "FINANCE AND TAXATION", ARTICLE I., "IN GENERAL", OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS, BY INCREASING THE DOLLAR AMOUNT REQUIRED FOR COMPETITIVE BIDDING FROM OVER $50,000.00 TO OVER $100,000.00 TO REFLECT RECENT CHANGES IN STATE LAW, AND ALSO INCREASING THE DOLLAR AMOUNT FOR MUNICIPAL EXPENDITURES REQUIRING CITY COUNCIL APPROVAL FROM OVER $50,000.00 TO OVER $100,000.00; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, State law, at Texas Local Government Code Chapter 252, contains provisions on purchasing and contracting authority of municipalities, including competitive bidding; and

WHEREAS, Texas Local Government Code Section 252.002 provides that any provision in the charter of a home-rule municipality that relates to notice of contracts, requirements for taking of sealed bids based on specifications for public improvements or purchases, the manner of publicly opening bids or reading them aloud, or the manner of letting contracts and that is in conflict with Chapter 252 controls over Chapter 252, unless the governing body elects to have Chapter 252 supersede the charter; and

WHEREAS, in City Code Section 2-6.a., the City Council previously elected to have Texas Local Government Code Section 252 supersede the City Charter; and

WHEREAS, Texas Local Government Code Section 252.021(a) previously provided that before a municipality could enter into a contract that required an expenditure of more than $50,000.000 from one or more municipal funds, the municipality was required to meet the competitive bidding requirements in State law; and

WHEREAS, Tyler City Code Section 2-6.a. contained similar wording that expenditures of more than $50,000.00 would require bidding; and

WHEREAS, during the 2025 Session, the Texas Legislature adopted HB 1173, which increased the dollar amount required for competitive bidding from $50,000.00 to $100,000.00; and

WHEREAS, it is important to amend City Code Section 2-6.a. to reflect the $100,000.00 amount required for competitive bidding as set forth in State law; and

WHEREAS, City Code Section 2-6..b. currently contains wording that municipal expenditures of more than $50,000.00 require City Council authorization; and

WHEREAS, it is recommended that City Code Section 2-6.b. be amended to provide that municipal expenditures of more than $100,000.00 require City Council authorization;

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

PART 1: That Tyler City Code Chapter 2, "Finance and Taxation", Article I., "In General", is hereby amended by amending Section 2-6 to read as follows:

Sec. 2-6. Contracts and purchasing.

a. The City Council elects to have the provisions of Chapter 252 of the Texas Local Government Code supersede the Tyler Charter provisions relating to the notice of contracts, advertisement of the notice, requirements for the taking of sealed bids based on specifications for public improvements or purchases, the manner of publicly opening bids or reading them aloud or the manner of lettering contracts. Currently this means only expenditures of more than ~~fifty thousand dollars ($50,000.00)~~ one hundred thousand dollars ($100,000.00) will require bidding. (Ord. No. 0-2008-107; 8/27/08) (Ord. No. 0-2025-__; 9/24/25)

b. All expenditures ~~equal to or over~~ in the dollar amount required for competitive bidding under State law and as set forth in subsection a. require City Council approval. Currently, this means expenditures of more than one hundred thousand dollars ($100,000.00) requires City Council approval. (Ord. No. O-98-21; 3/18/98) (Ord. No. O-2001-47; 10/03/01) (Ord. No. 0-2008-107; 8/27/08) (Ord. No. 0-2019-33; 5/8/19) (Ord. No. 0-2025-__; 9/24/25)

c. The City Council elects to allow the application of Chapter 271 of the Texas Local Government code supersede the Tyler Charter provisions relating to competitive bidding by allowing the alternatives set out in that chapter including competitive sealed proposals, design-build, use of a construction manager, and/or use of job order contracts. (Ord. No. 0-2005-63, 8/17/05).

d. Preference to local bidders in the purchasing of real property, of personal property not affixed to real property, or services, is authorized under circumstances and in accordance with procedures set forth in Texas Local Government Code Section 271.9051 or successor statute. (Ord. No. 0-2009-113; 10/28/09)

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

PART 3: That this Ordinance shall be Effective on its date of passage and approval by the City Council.

PASSED AND APPROVED this the 24th day of September 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

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. B-1

Date: September 24, 2025

Subject: Request that the City Council consider making appointments and re-appointments to the Animal Control Board, Historical Preservation Board, Keep Tyler Beautiful Board and the Traffic Safety Board.

Item Reference:

Request that the City Council consider making appointments and re-appointments to the Animal Control Board, Historical Preservation Board, Keep Tyler Beautiful Board and the Traffic Safety Board.

RECOMMENDATION:

Request that the City Council consider making appointments and re-appointments to the Animal Control Board, Historical Preservation Board, Keep Tyler Beautiful Board and the Traffic Safety Board.

Attachments:
Cathy Thomas
Landon Koller
Marjorie Ream
Mary Ann Clifford
Michael K. Marris
Oller Smith
Todd Tutt
Lexus Bice
Conor Herterich
Lance McWhorter
Lexus Bice
Schuyler Tarry
_Claudia Carroll
Amanda Adair
Paul Wick
Justin Hargrove
Alex de Ravel 2
Matthew Scheusner
James Ledet
Jim Cousineau

Mark Sebren
Todd Tutt

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

Edited/Submitted By:
City Manager

Board Application

Boards and Commissions fulfill an important role in City government by evaluating issues that affect our community and making recommendations to the Council for needed action. The City of Tyler's Boards and Commissions and the appointment process are described below. For additional information, please contact the City Clerk's Office at (903) 531-1106.

Eligibility

Members must reside inside the City limits, except when otherwise authorized by ordinance, City employees ma not serve as members of the City boards established in subsection a.

Application

To be considered for a board member position, please submit the completed application below. Board appointments are made in August of each year. Applications are accepted year-round and will be kept on file un the next appointment process.

Board, Commission or Committee Member Application

I. CONTACT INFORMATION

RECEIVED VCS JUL 31 2025 CITY CLERK'S OFFICE City of Tyler

RECEIVED AUG 1 2025 CITY CLERK'S OFFICE City of Tyler

Name:

	Cathy	Thomas
Title	*First Name*	*Last Name*

Home Address:

6109 Wilderness Rd.

Street Number and Name

Tyler	TX
City	*State/Province/Region*

75703

Postal/ZIP Code

RECEIVED AUG 01 2025 HUMAN RESOURCES DEPARTMENT

Home Phone Number:

903-571-8634 cell

Office Address:

Street Number and Name

City

State/Province/Region

Postal/ZIP Code

Office Phone Number:

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

- [x] Home
- [ ] Office

Email Address:

cathydthomas@hotmail.com

Confirm email address

cathydthomas@hotmail.com

II. BOARD SELECTION

PRIORITY PREFERENCE: Animal Care Advisory

Select first the name of the board indicating your 1st choice and second the one for your 2nd choice. Only once choice is required to fill this application.

NOTE:
* Specific technical expertise is required for membership on these boards.
The board is more than advisory in nature; will require additional training time.
@ Special State law requirements, see additional requirements below.

First Choice of Board Selection

Animal Care Advisory

Second Choice of Board Selection

NONE

III. BACKGROUND INFORMATION

Number of years you have lived in Tyler

32

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

Bachelor's in Public Health, Western Kentucky University 1982

500 characters

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

Weight Watchers, Leader, 2003-2006;
Registered Massage [redacted] Therapist 2001-2006;
Mutual of Omaha, Risk Management (Group Insurance Underwriter) 1988-1993;
" " Productivity Analyst, 1982-1988

500 characters

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

500 characters

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

500 characters

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

Tyler Parks & Rec Keep Tyler Beautiful Adopt-A-Street 2022- present;
East Texas Communities Foundation Scholarship Committee 2021 - 2023;
Moore Middle School PTA (President 2001-2002) 2001 - 2005;
Rice Elementary School PTA Science Fair & various committees 1993-2003

500 characters

If applying for the Civil Service Commission, please indicate if you meet the following requirements by selecting the box. A person appointed to the commission must:

- ☐ be of good moral character
- ☐ be a United States citizen
- ☐ be a resident of the municipality who has resided in the municipality for more than three years
- ☐ be over 25 years of age
- ☐ not have held a public office within the preceding three years

---

IV. QUESTIONNAIRE REGARDING CONFLICT OF INTERESTS

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

- ☐ Do you or a family member have a contract with, or currently own a business that has a contract with the Ci of Tyler?
- ☐ Are you or a family member currently involved in any real estate transactions in which you or the family member are either buying from, or selling to, the City of Tyler?
- ☐ Do you have any delinquent City taxes, utilities, or other assessments or have any pending claims against th City?
- ☑ None of the above.

NOTE:
Answering yes will NOT automatically disqualify a person from serving on a City Board, as the type of interest will determine whether a conflict is present.

I understand that if I am appointed to a board I will be expected to participate actively in the business of the respective board, and adhere to the attendance requirements in City Code Section 1-20.1. I also understand tha will be expected to become familiar with relevant City Codes, and review all material relating to decisions to be made and that I can abstain only for cause. I agree to contact the City Clerk's Office in the event that there is ar change in my home address/phone number/e-mail address listed above.

City Boards that are more than advisory. I understand that if I am appointed to a City Board that is mor than advisory in nature as listed in the definition of "City Officer" in City Code Section 1-26, that I will be subje to provisions of the City's Ethics Ordinance in City Code Sections 1-26 through 1-29. If a situation arises during my term on said Board where I have a prohibited financial interest [as defined in City Code Section 1-27], eithe direct or indirect, in any contract with, or sale of, land or materials to, the City of Tyler, I understand that I will need to resign.

Furthermore, if a situation arises during my term on said Board where I have a prohibited substantial interest defined in City Code Section 1-29], either direct or indirect, in any contract with, or sale of land or materials to the City of Tyler, and such matter comes before said Board, I understand that I will need to abstain from any discussion or vote on the matter, and that I will also need to file an affidavit showing such prohibited substanti interest.

Acknowledgement

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

Full Name

Cathy
First Name

Thomas
Last Name

Date

August 1, 2025

To receive a copy of your submission, please fill out your email address below and submit.

Email Address cathydthomas@hotmail.com

Review Submit

Justin Bernal

From: govAccess CMS Site <webmaster@cityoftyler.org>
Sent: Friday, September 12, 2025 2:39 PM
To: CityClerk-Contact; hbrewster@tylertexas.com; Cassandra Brager; Vanessa Carreno-Solis
Subject: *NEW SUBMISSION* Board, Commission or Committee Member Application

Board, Commission or Committee Member Application

RECEIVED
SEP 12 2025
CITY CLERK'S OFFICE
City of Tyler

Submission #: 4324947
IP Address: 66.76.49.183
Submission Date: 09/12/2025 2:38
Survey Time: 14 minutes, 47 seconds

You have a new online form submission.
Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

I. CONTACT INFORMATION

Name:

Mrs. Landon Koller

Home Address:

804 east Watkins street
Tyler, TX 75701

Home Phone Number:

(903) 574-8176

Section Break

Office Address:

11128 CR 166
Tyler, Tx 75703

Office Phone Number:

(903) 574-8176

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

Home

Section Break

Email Address:

landonkollerbdrp@gmail.com

Section Break

Read-Only Content

First Choice of Board Selection

Animal Care Advisory Board (*)

Second Choice of Board Selection

Animal Care Advisory Board (*)

Section Break

III. BACKGROUND INFORMATION

Number of years you have lived in Tyler

15

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

Quitman High School, High School Diploma 2010

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

Big Dog Rescue Project, Kennel Manager, 12/2/18-present; Hastings Entertainment Assistant Manager 02/1/2012-10/8/2015

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

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

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

Section Break

IV. QUESTIONNAIRE REGARDING CONFLICT OF INTERESTS

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

None of the above.

NOTE: Answering yes will NOT automatically disqualify a person from serving on a City Board, as the type of interest will determine whether a conflict is present.

Section Break

Read-Only Content

Acknowledgement

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

Full Name

Landon Koller

Date

09/12/2025 12:00 AM

Thank you,
Tyler, TX

District 6

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

WARNING: The sender of this email could not be validated and may not match the person in the "From" field.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

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AUG 14 2025
CITY CLERK'S OFFICE
City of Tyler

CITY OF TYLER, TEXAS

BOARD / COMMISSION / COMMITTEE MEMBERSHIP APPLICATION

I. CONTACT INFORMATION

Please indicate with an "X" the title you prefer.

Mr. | Miss | Mrs. | Ms. x | Dr. | Prof.

NAME: Marjorie Ream

Home Address: 3920 Chester Dr **Tyler** **Texas** **75701**

Street | City | State | Zip Code

Home Telephone Number:

Office Address: 4111 University Blvd **Tyler** **Texas** **75701**

Street | City | State | Zip Code

Office Telephone Number: 903 570 6277

Please indicate with an "X" which address you would like to use for mailings. HOME:x OFFICE:

E-Mail Address:

II. BOARD SELECTION

PRIORITY PREFERENCE:

Place a 1 beside the name of the Board indicating your 1st Choice, and 2 for your 2nd Choice.
Please limit your preferences to two (2) Boards.

NOTE: * Specific technical expertise is required for membership on these boards.
The board is more than advisory in nature; will require additional training time.
@ Special State law requirements, see additional requirements on page 3.

	Airport Advisory Board
3	Animal Care Advisory Board (*)
	Board of Adjustment (Zoning) (*) (#)
	Civil Service Commission (#) (@)
	Construction Board of Adjustment & Appeals (*) (#) Building, Plumbing, Mechanical, Residential & Gas Codes)
	Disability Issues Review Board
	Industrial Development Corporation of Tyler Board of Directors (*)
	Keep Tyler Beautiful Board
	Main Street Board (*) (#)
	Neighborhood Revitalization Board (*) (#)
	Parks Board
	Planning and Zoning Commission (#)
1	Northeast Texas Public Health District Board (#)
	Traffic Safety Board
2	Tyler Health Facilities Development Corporation Board of Directors (*)
	Tyler Historical Preservation Board (*) (#)
	Tyler One-half Cent Sales Tax Corp, Inc. Board (#)
	Tyler Public Library Board

III. BACKGROUND INFORMATION

1. Number of years you have lived in Tyler?
Years: 30.5

2. Education

Institution / School	Diploma / Degree	Year
University of Pittsburgh	**MN**	**1981**
University of Pittsburgh	BSN	1976

3. Employment (List most recent first)

Employer	Position	Dates
Hospice of East Texas	President/CEO	2004 - current
Trinity Mother Frances Health System	Vice President	1997 -2004
Texas Oncology	Regional Director of Operations	1994 -1997

4. Professional Licenses
(e.g. Physician, Attorney, Engineer, Master Electrician, C.P.A., etc.)

Occupation	Type of License Associated with Occupation
Nursing	RN

5. Professional Association Memberships

Association	Office Held (if applicable)
Texas Nonprofit Hospice Alliance	Chais (Exec Comm for > 10 years)
Texas New Mexico Hospice Organization	Chair 2012 (Exec Committee 6 years)
National Hospice Executive Roundtable	

6. Civic-Volunteer Organizations and Activities
(e.g. United Way Loaned Executive, Boy Scout Scoutmaster, etc.)

Organization / Activity	Dates
Kourage Health (previously Cancer Foundation for life)	2001 - current
Mosaic Counseling Center	2013 -2023
Women's Fund	20

If applying for the **Civil Service Commission**, please indicate if you meet the following requirements by marking an "X" in the appropriate box. **A person appointed to the commission must:**	NO	YES	NOT SURE
1) be of good moral character		X	
2) be a United States citizen;		X	
3) be a resident of the municipality who has resided in the municipality for more than three years		X	
4) be over 25 years of age		X	
5) not have held a public office within the preceding three years		X	

******* FOR OFFICE USE ONLY *******

Applicant's District #:	
Applicant appointed to the following Board:	
Date City Council appointed applicant:	

IV. QUESTIONNAIRE REGARDING CONFLICT OF INTERESTS

Please indicate your answer with an "X" in the appropriate box.

QUESTION	NO	YES	NOT SURE
1) Do you or a family member have a contract with, or currently own a business that has a contract with, the City of Tyler?	x		
2) Are you or a family member currently involved in any real estate transactions in which you or the family member are either buying from, or selling to, the City of Tyler?	x		

NOTE:
Answering yes will NOT automatically disqualify a person from serving on a City Board, as the type of interest will determine whether a conflict is present.

****

I understand that if I am appointed to a board I will be expected to participate actively in the business of the respective board, and adhere to the attendance requirements in City Code Section 1-20.1. I also understand that I will be expected to become familiar with relevant City Codes, and review all material relating to decisions to be made and that I can abstain only for cause. I agree to contact the City Clerk's Office in the event that there is any change in my home address/phone number/e-mail address listed above.

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Furthermore, if a situation arises during my term on said Board where I have a prohibited substantial interest [as defined in City Code Section 1-29], either direct or indirect, in any contract with, or sale of land or materials to, the City of Tyler, and such matter comes before said Board, I understand that I will need to abstain from any discussion or vote on the matter, and that I will also need to file an affidavit showing such prohibited substantial interest.

Marjorie Ream
Printed Name

Signature

August 13, 2025
Date

Return completed form to:	
Cassandra Brager, City Clerk P. O. Box 2039 Tyler, TX 75710	CLERK TO CC: City Council City Manager

RECEIVED
AUG 14 2025
CITY CLERK'S OFFICE
City of Tyler

CITY OF TYLER, TEXAS

BOARD / COMMISSION / COMMITTEE MEMBERSHIP APPLICATION

I. CONTACT INFORMATION

Please indicate with an "X" the title you prefer.

Mr. | Miss | Mrs. X | Ms. | Dr. | Prof.

NAME Mary Ann Clifford

Home Address:

6410 Boca Raton Ct. | Tyler | TX | 75703

Street | City | State | Zip Code

Home Telephone Number: 903-561-2287

Office Address:

Street | City | State | Zip Code

Office Telephone Number:

Please indicate with an "X" which address you would like to use for mailings. | HOME: X | OFFICE:

E-Mail Address: pennkat@yahoo.com

II. BOARD SELECTION

PRIORITY PREFERENCE:

Place a 1 beside the name of the Board indicating your 1st Choice, and 2 for your 2nd Choice.
Please limit your preferences to two (2) Boards.

NOTE: * Specific technical expertise is required for membership on these boards.
The board is more than advisory in nature; will require additional training time.

	Airport Advisory Board
X	Animal Care Advisory Board (*) See Section III (4) for qualifications
	Board of Adjustment (Zoning) (*) (#)
	Civil Service Commission (#)
	Construction Board of Adjustment & Appeals (*) (#) Building, Plumbing, Mechanical, Residential & Gas Codes)
	Disability Issues Review Board
	Industrial Development Corporation of Tyler Board of Directors (*)
	Keep Tyler Beautiful Board
	Neighborhood Revitalization Board (*) (#)
	Parks Board
	Planning and Zoning Commission (#)
	Northeast Texas Public Health District Board (#)
	Traffic Safety Board

	Tyler Health Facilities Development Corporation Board of Directors (*)
	Tyler Historical Preservation Board (*) (#)
	Tyler One-half Cent Sales Tax Corp, Inc. Board (#)
	Tyler Public Library Board

III. BACKGROUND INFORMATION

1. Number of years you have lived in Tyler?
Years: Since April 12, 1991

2. Education

Institution / School		**Diploma / Degree**		**Year**
Marywood University		BA Art Education K-12		1973

3. Employment (List most recent first)

Employer		**Position**		**Dates**

4. Professional Licenses
(e.g. Physician, Attorney, Engineer, Master Electrician, C.P.A., etc.)

Occupation	**Type of License Associated with Occupation**
Author: Author of articles on therapy cats and upcoming book on training cats for therapy service. Author of a book on cats. /Background with four-legged creatures covers a vast scope, including registered lobbyist for animal rights, human society board director (in Midland, TX and Charleston, West Virginia), volunteer at animal shelters, veterinary technician, and cat groomer. I have rescued and placed countless cats, ran the spay/neuter program for the cat club in Tyler, trained and continue to train therapy cats with having the honor of having three top award winning service cats. I am also caregiver for cats with special needs and help the elderly with their cats. I continue to teach caregivers of diabetic cats how to care for their felines in their homes.	

5. Professional Association Memberships

Association	Office Held (if applicable)
Cat Writers Association	

6. Civic-Volunteer Organizations and Activities
(e.g. United Way Loaned Executive, Boy Scout Scoutmaster, etc.)

Organization / Activity	Dates
Therapet / Trainer and caregiver of service cats in animal assisted therapy	12/1999--

***** FOR OFFICE USE ONLY *****

***** FOR OFFICE USE ONLY *****	
Applicant's District #:	
Applicant appointed to the following Board:	
Date City Council appointed applicant:	

IV. QUESTIONNAIRE REGARDING CONFLICT OF INTERESTS

Please indicate your answer with an "X" in the appropriate box.

QUESTION	NO	YES	NOT SURE
1) Do you or a family member have a contract with, or currently own a business that has a contract with, the City of Tyler?	No		
2) Are you or a family member currently involved in any real estate transactions in which you or the family member are either buying from, or selling to, the City of Tyler?	No		
3) Do you have any delinquent City taxes, utilities, or other assessments or have any pending claims against the City?	No		

NOTE:
Answering yes will NOT automatically disqualify a person from serving on a City Board, as the type of interest will determine whether a conflict is present.

****

I understand that if I am appointed to a board I will be expected to participate actively in the business of the respective board, and adhere to the attendance requirements in City Code Section 1-20.1. I also understand that I will be expected to become familiar with relevant City Codes, and review all material relating to decisions to be made and that I can abstain only for cause. I agree to contact the City Clerk's Office in the event that there is any change in my home address/phone number/e-mail address listed above.

City Boards that are more than advisory. I understand that if I am appointed to a City Board that is more than advisory in nature as listed in the definition of "City Officer" in City Code Section 1-

26, that I will be subject to provisions of the City's Ethics Ordinance in City Code Sections 1-26 through 1-29. If a situation arises during my term on said Board where I have a prohibited financial interest [as defined in City Code Section 1-27], either direct or indirect, in any contract with, or sale of, land or materials to, the City of Tyler, I understand that I will need to resign.

Furthermore, if a situation arises during my term on said Board where I have a prohibited substantial interest [as defined in City Code Section 1-29], either direct or indirect, in any contract with, or sale of land or materials to, the City of Tyler, and such matter comes before said Board, I understand that I will need to abstain from any discussion or vote on the matter, and that I will also need to file an affidavit showing such prohibited substantial interest.

Mary Ann Clifford
Printed Name

Signature

8-13-25
Date

Return completed form to:		
Cassandra Brager, City Clerk P. O. Box 2039 Tyler, TX 75710	CLERK TO CC:	City Council City Manager

Mary Ann Clifford

Mary Ann Clifford

CITY OF TYLER, TEXAS

BOARD / COMMISSION / COMMITTEE MEMBERSHIP APPLICATION

I. CONTACT INFORMATION

Please indicate with an "X" the title you prefer.

Mr. ___ Miss ___ Mrs. ___ Ms. ___ Dr. X Prof. ___

NAME: Michael K. Maris

Home Address:
9065 Old Hickory Rd | Tyler | TX | 75703
Street | City | State | Zip Code

Home Telephone Number: 903-581-6347

Office Address:
118 Shelley Drive | Tyler | TX | 75701
Street | City | State | Zip Code

Office Telephone Number: 903-561-7373

Please indicate with an "X" which address you would like to use for mailings. HOME: X OFFICE: ___

E-Mail Address: aggievet73@outlook.com

II. BOARD SELECTION

PRIORITY PREFERENCE:
Place a 1 beside the name of the Board indicating your 1st Choice, and 2 for your 2nd Choice.
Please limit your preferences to two (2) Boards.

NOTE: * Specific technical expertise is required for membership on these boards.
The board is more than advisory in nature; will require additional training time.
@ Special State law requirements, see additional requirements on page 3.

	Airport Advisory Board
1	Animal Care Advisory Board (*)
	Board of Adjustment (Zoning) (*) (#)
	Civil Service Commission (#) (@)
	Construction Board of Adjustment & Appeals (*) (#) Building, Plumbing, Mechanical, Residential & Gas Codes)
	Disability Issues Review Board
	Industrial Development Corporation of Tyler Board of Directors (*)
	Keep Tyler Beautiful Board
	Main Street Board (*) (#)
	Neighborhood Revitalization Board (*) (#)
	Parks Board
	Planning and Zoning Commission (#)
	Northeast Texas Public Health District Board (#)
	Traffic Safety Board
	Tyler Health Facilities Development Corporation Board of Directors (*)
	Tyler Historical Preservation Board (*) (#)
	Tyler One-half Cent Sales Tax Corp, Inc. Board (#)
	Tyler Public Library Board

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City of Tyler
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SEP 16 2025
CITY ATTORNEYS OFFICE
City of Tyler

District 6

III. BACKGROUND INFORMATION

1. Number of years you have lived in Tyler?
Years: 52

2. Education

Institution / School		Diploma / Degree		Year
Texas A+M University		DVM		1973

3. Employment (List most recent first)

Employer		Position		Dates
Shelley Drive Animal Clinic		Veterinarian		1973-2023
		Now part time relief		

4. Professional Licenses
(e.g. Physician, Attorney, Engineer, Master Electrician, C.P.A., etc.)

Occupation	Type of License Associated with Occupation
Veterinarian	Texas Board of Veterinary Medical Examiners

5. Professional Association Memberships

Association	Office Held (if applicable)
American Veterinary Medical Association	
Texas Veterinary Medical Association	Board of Directors
East Texas Veterinary Medical Association	President

6. Civic-Volunteer Organizations and Activities
(e.g. United Way Loaned Executive, Boy Scout Scoutmaster, etc.)

Organization / Activity	Dates

If applying for the **Civil Service Commission**, please indicate if you meet the following requirements by marking an "X" in the appropriate box. **A person appointed to the commission must:**	NO	YES	NOT SURE
1) be of good moral character			
2) be a United States citizen;			
3) be a resident of the municipality who has resided in the municipality for more than three years			
4) be over 25 years of age			
5) not have held a public office within the preceding three years			

***** FOR OFFICE USE ONLY *****	
Applicant's District #:	
Applicant appointed to the following Board:	
Date City Council appointed applicant:	

IV. QUESTIONNAIRE REGARDING CONFLICT OF INTERESTS

Please indicate your answer with an "X" in the appropriate box.

QUESTION	NO	YES	NOT SURE
1) Do you or a family member have a contract with, or currently own a business that has a contract with, the City of Tyler?	X		
2) Are you or a family member currently involved in any real estate transactions in which you or the family member are either buying from, or selling to, the City of Tyler?	X		

NOTE:
Answering yes will NOT automatically disqualify a person from serving on a City Board, as the type of interest will determine whether a conflict is present.

****

I understand that if I am appointed to a board I will be expected to participate actively in the business of the respective board, and adhere to the attendance requirements in City Code Section 1-20.l. I also understand that I will be expected to become familiar with relevant City Codes, and review all material relating to decisions to be made and that I can abstain only for cause. I agree to contact the City Clerk's Office in the event that there is any change in my home address/phone number/e-mail address listed above.

City Boards that are more than advisory. I understand that if I am appointed to a City Board that is more than advisory in nature as listed in the definition of "City Officer" in City Code Section 1-26, that I will be subject to provisions of the City's Ethics Ordinance in City Code Sections 1-26 through 1-29. If a situation arises during my term on said Board where I have a prohibited financial interest [as defined in City Code Section 1-27], either direct or indirect, in any contract with, or sale of, land or materials to, the City of Tyler, I understand that I will need to resign.

Furthermore, if a situation arises during my term on said Board where I have a prohibited substantial interest [as defined in City Code Section 1-29], either direct or indirect, in any contract with, or sale of land or materials to, the City of Tyler, and such matter comes before said Board, I understand that I will need to abstain from any discussion or vote on the matter, and that I will also need to file an affidavit showing such prohibited substantial interest.

Michael K. Morris
Printed Name

Michael K Morris
Signature

09-15-2025
Date

Return completed form to:	
Cassandra Brager, City Clerk P. O. Box 2039 Tyler, TX 75710	CLERK TO CC: City Council City Manager

Board Application

Boards and Commissions fulfill an important role in City government by evaluating issues that affect our community and making recommendations to the Council for needed action. The City of Tyler's Boards and Commissions and the appointment process are described below. For additional information, please contact the City Clerk's Office at (903) 531-1106.

Eligibility

Members must reside inside the City limits, except when otherwise authorized by ordinance, City employees ma not serve as members of the City boards established in subsection a.

Application

To be considered for a board member position, please submit the completed application below. Board appointments are made in August of each year. Applications are accepted year-round and will be kept on file un the next appointment process.

Board, Commission or Committee Member Application

RECEIVED

AUG 1 2025

CITY CLERK'S OFFICE
City of Tyler

I. CONTACT INFORMATION

Name:

	Oller	Smith
Title	*First Name*	*Last Name*

Home Address:

3310 Shady Cove St.

Street Number and Name

Tyler	TX
City	*State/Province/Region*

75707

Postal/ZIP Code

RECEIVED

AUG 01 2025

HUMAN RESOURCES
DEPARTMENT

Home Phone Number:

903 5660077 Business #

Office Address:

Same

Street Number and Name

City

State/Province/Region

Postal/ZIP Code

Office Phone Number:

* 903 714 5333

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

- [x] Home
- [ ] Office

Email Address:

oller610@msn.com

Confirm email address

oller610@msn

II. BOARD SELECTION

PRIORITY PREFERENCE: Animal Care Advisory

Select first the name of the board indicating your 1st choice and second the one for your 2nd choice. Only one choice is required to fill this application.

NOTE:
* Specific technical expertise is required for membership on these boards.
The board is more than advisory in nature; will require additional training time.
@ Special State law requirements, see additional requirements below.

First Choice of Board Selection

Animal Care Advisory

Second Choice of Board Selection

none

III. BACKGROUND INFORMATION

Number of years you have lived in Tyler

60 yrs

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

Robert E. Lee high School

500 characters

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

Self, owner/operator, Best Friends Friend Pet-sitting Ser
1998 - 2024

500 characters

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

na

500 characters

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

na

500 characters

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

Tree Committee through Parks & Rec. (2 months)
Adopt a Street cleanup through Keep Tyler Beautiful (2022- present)

500 characters

If applying for the Civil Service Commission, please indicate if you meet the following requirements by selecting the box. A person appointed to the commission must:

- ☐ be of good moral character
- ☐ be a United States citizen
- ☐ be a resident of the municipality who has resided in the municipality for more than three years
- ☐ be over 25 years of age
- ☐ not have held a public office within the preceding three years

---

IV. QUESTIONNAIRE REGARDING CONFLICT OF INTERESTS

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

- ☐ Do you or a family member have a contract with, or currently own a business that has a contract with the C of Tyler?
- ☐ Are you or a family member currently involved in any real estate transactions in which you or the family member are either buying from, or selling to, the City of Tyler?
- ☐ Do you have any delinquent City taxes, utilities, or other assessments or have any pending claims against th City?
- ☒ None of the above.

NOTE:
Answering yes will NOT automatically disqualify a person from serving on a City Board, as the type of interest will determine whether a conflict is present.

I understand that if I am appointed to a board I will be expected to participate actively in the business of the respective board, and adhere to the attendance requirements in City Code Section 1-20.l. I also understand tha will be expected to become familiar with relevant City Codes, and review all material relating to decisions to be made and that I can abstain only for cause. I agree to contact the City Clerk's Office in the event that there is an change in my home address/phone number/e-mail address listed above.

City Boards that are more than advisory. I understand that if I am appointed to a City Board that is mor than advisory in nature as listed in the definition of "City Officer" in City Code Section 1-26, that I will be subje to provisions of the City's Ethics Ordinance in City Code Sections 1-26 through 1-29. If a situation arises during my term on said Board where I have a prohibited financial interest [as defined in City Code Section 1-27], eithe direct or indirect, in any contract with, or sale of, land or materials to, the City of Tyler, I understand that I will need to resign.

Furthermore, if a situation arises during my term on said Board where I have a prohibited substantial interest defined in City Code Section 1-29], either direct or indirect, in any contract with, or sale of land or materials to the City of Tyler, and such matter comes before said Board, I understand that I will need to abstain from any discussion or vote on the matter, and that I will also need to file an affidavit showing such prohibited substanti interest.

Acknowledgement

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

Full Name

Staci Oller | Smith

First Name | *Last Name*

Date

8/1/2025

To receive a copy of your submission, please fill out your email address below and submit.

Email Address oller610@msn.com

Review | Submit

CITY OF TYLER, TEXAS

BOARD / COMMISSION / COMMITTEE MEMBERSHIP APPLICATION

I. CONTACT INFORMATION

Please indicate with an "X" the title you prefer.

Mr. X | Miss | Mrs. | Ms. | Dr. | Prof.

NAME: Todd L. Tutt

Home Address:

5813 Brynmar Ct	Tyler	TX	75703
Street	City	State	Zip Code

Home Telephone Number:

Office Address:

110 N. College Suite 402	Tyler	TX	75702
Street	City	State	Zip Code

Office Telephone Number:

Please indicate with an "X" which address you would like to use for mailings.	HOME: X	OFFICE:

E-Mail Address: todd.tutt@cenderbank.com

II. BOARD SELECTION

PRIORITY PREFERENCE:

Place a 1 beside the name of the Board indicating your 1st Choice, and 2 for your 2nd Choice.
Please limit your preferences to two (2) Boards.

NOTE: * Specific technical expertise is required for membership on these boards.
The board is more than advisory in nature; will require additional training time.
@ Special State law requirements, see additional requirements on page 3.

	Airport Advisory Board
1	Animal Care Advisory Board (*)
	Board of Adjustment (Zoning) (*) (#)
	Civil Service Commission (#) (@)
	Construction Board of Adjustment & Appeals (*) (#) Building, Plumbing, Mechanical, Residential & Gas Codes)
	Disability Issues Review Board
	Industrial Development Corporation of Tyler Board of Directors (*)
	Keep Tyler Beautiful Board
	Main Street Board (*) (#)
	Neighborhood Revitalization Board (*) (#)
	Parks Board
	Planning and Zoning Commission (#)
	Northeast Texas Public Health District Board (#)
2	Traffic Safety Board
	Tyler Health Facilities Development Corporation Board of Directors (*)
	Tyler Historical Preservation Board (*) (#)
3	Tyler One-half Cent Sales Tax Corp, Inc. Board (#)
	Tyler Public Library Board

RECEIVED
AUG 18 2025
CITY CLERK'S OFFICE
City of Tyler

III. BACKGROUND INFORMATION

1. Number of years you have lived in Tyler?
Years: 53

2. Education

Institution / School	Diploma / Degree	Year
Texas Tech University	BS in Petroleum Engr	1986

3. Employment (List most recent first)

Employer	Position	Dates
Cendera Bank N.A.	EVP	1921-Current
American State Bank	EVP	2018-2021
First Bank & Trust ET	EVP	2008 - 2018

4. Professional Licenses
(e.g. Physician, Attorney, Engineer, Master Electrician, C.P.A., etc.)

Occupation	Type of License Associated with Occupation

5. Professional Association Memberships

Association	Office Held (if applicable)

6. Civic-Volunteer Organizations and Activities
(e.g. United Way Loaned Executive, Boy Scout Scoutmaster, etc.)

Organization / Activity	Dates
Bethesda Health Clinic – Board	2012-2018
SPCA of East Texas - Board	2015-2019

If applying for the **Civil Service Commission**, please indicate if you meet the following requirements by marking an "X" in the appropriate box. **A person appointed to the commission must:**	NO	YES	NOT SURE
1) be of good moral character		X	
2) be a United States citizen;		X	
3) be a resident of the municipality who has resided in the municipality for more than three years		X	
4) be over 25 years of age		X	
5) not have held a public office within the preceding three years		X	

***** FOR OFFICE USE ONLY *****	
Applicant's District #:	
Applicant appointed to the following Board:	

Date City Council appointed applicant:	

IV. QUESTIONNAIRE REGARDING CONFLICT OF INTERESTS

Please indicate your answer with an "X" in the appropriate box.

QUESTION	NO	YES	NOT SURE
1) Do you or a family member have a contract with, or currently own a business that has a contract with, the City of Tyler?	X		
2) Are you or a family member currently involved in any real estate transactions in which you or the family member are either buying from, or selling to, the City of Tyler?	X		

NOTE:
Answering yes will NOT automatically disqualify a person from serving on a City Board, as the type of interest will determine whether a conflict is present.

****

I understand that if I am appointed to a board I will be expected to participate actively in the business of the respective board, and adhere to the attendance requirements in City Code Section 1-20.1. I also understand that I will be expected to become familiar with relevant City Codes, and review all material relating to decisions to be made and that I can abstain only for cause. I agree to contact the City Clerk's Office in the event that there is any change in my home address/phone number/e-mail address listed above.

City Boards that are more than advisory. I understand that if I am appointed to a City Board that is more than advisory in nature as listed in the definition of "City Officer" in City Code Section 1-26, that I will be subject to provisions of the City's Ethics Ordinance in City Code Sections 1-26 through 1-29. If a situation arises during my term on said Board where I have a prohibited financial interest [as defined in City Code Section 1-27], either direct or indirect, in any contract with, or sale of, land or materials to, the City of Tyler, I understand that I will need to resign.

Furthermore, if a situation arises during my term on said Board where I have a prohibited substantial interest [as defined in City Code Section 1-29], either direct or indirect, in any contract with, or sale of land or materials to, the City of Tyler, and such matter comes before said Board, I understand that I will need to abstain from any discussion or vote on the matter, and that I will also need to file an affidavit showing such prohibited substantial interest.

Todd Tutt
Printed Name

Todd Tutt
Signature

8/18/2025
Date

Return completed form to:		
Cassandra Brager, City Clerk P. O. Box 2039 Tyler, TX 75710	CLERK TO CC:	City Council City Manager

Justin Bernal

From: govAccess CMS Site <webmaster@cityoftyler.org>
Sent: Thursday, July 31, 2025 10:11 AM
To: CityClerk-Contact; hbrewster@tylertexas.com; Cassandra Brager; Vanessa Carreno-Solis
Subject: *NEW SUBMISSION* Board, Commission or Committee Member Application

Board, Commission or Committee Member Application

RECEIVED
JUL 31 2025
CITY CLERK'S OFFICE
City of Tyler

Submission #: 4228107
IP Address: 12.204.184.98
Submission Date: 07/31/2025 10:11
Survey Time: 3 minutes, 14 seconds

You have a new online form submission.
Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

I. CONTACT INFORMATION

Name:

Lexus Bice

Home Address:

820 S Chilton Ave
Tyler, TX 75701

Home Phone Number:

(972) 989-9530

Section Break

Office Address:

,

Office Phone Number:

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

Home

Section Break

Email Address:

lexus@newberryre.com

Section Break

Read-Only Content

First Choice of Board Selection

Tyler Historical Preservation Board (*) (#)

Second Choice of Board Selection

Animal Care Advisory Board (*)

Section Break

III. BACKGROUND INFORMATION

Number of years you have lived in Tyler

8

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

Texas A&M University History Major with Minor in Classical Studies Bachelor degree 2015.

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

Newberry Real Estate, real estate agent 2024-present; Gillem Staffing, recruiter 2022-2024; Pine Cove, Women's director 2017-2022; Au Pair, private family 2016-2017.

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

Licensed Real Estate Agent

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

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

Section Break

IV. QUESTIONNAIRE REGARDING CONFLICT OF INTERESTS

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

None of the above.

NOTE: Answering yes will NOT automatically disqualify a person from serving on a City Board, as the type of interest will determine whether a conflict is present.

Section Break

Read-Only Content

Acknowledgement

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

Full Name

Lexus Bice

Date

07/31/2025 12:00 AM

Thank you,
Tyler, TX

District 4

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

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Yesenia Valdez

From: govAccess CMS Site <webmaster@cityoftyler.org>
Sent: Monday, August 4, 2025 7:47 AM
To: CityClerk-Contact; hbrewster@tylertexas.com; Cassandra Brager; Vanessa Carreno-Solis
Subject: *NEW SUBMISSION* Board, Commission or Committee Member Application

Board, Commission or Committee Member Application

Submission #:	4235272
IP Address:	74.195.73.35
Submission Date:	08/04/2025 7:47
Survey Time:	52 minutes, 55 seconds

You have a new online form submission.
Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

I. CONTACT INFORMATION

Name:

Conor Herterich

Home Address:

823 South Kennedy Avenue
Tyler, TX 75701

Home Phone Number:

(903) 746-2757

Section Break

Office Address:

823 South Kennedy Avenue
Tyler, TX 75701

Office Phone Number:

(903) 746-2757

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

Home

Section Break

Email Address:

cherterich@gmail.com

Section Break

Read-Only Content

First Choice of Board Selection

Tyler Historical Preservation Board (*) (#)

Second Choice of Board Selection

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AUG 4 2025
CITY CLERK'S OFFICE
City of Tyler

Section Break

III. BACKGROUND INFORMATION

Number of years you have lived in Tyler

4

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

SFASU- Masters in Public History-2018; SFASU-BA History-2011

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

Preservation Texas; Stone Point Services; City of Bloomington, IN

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

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

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

Section Break

IV. QUESTIONNAIRE REGARDING CONFLICT OF INTERESTS

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

None of the above.

NOTE: Answering yes will NOT automatically disqualify a person from serving on a City Board, as the type of interest will determine whether a conflict is present.

Section Break

Read-Only Content

Acknowledgement

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

Full Name

Conor Herterich

Date

08/04/2025 12:00 AM

Thank you,
Tyler, TX

District 2

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Outlook

NEW SUBMISSION Board, Commission or Committee Member Application

From govAccess CMS Site <webmaster@cityoftyler.org>
Date Mon 6/16/2025 12:21 PM
To CityClerk-Contact <cityclerk-contact@tylertexas.com>; hbrewster@tylertexas.com <hbrewster@tylertexas.com>; Cassandra Brager <cbrager@tylertexas.com>; Vanessa Carreno-Solis <VCSolis@tylertexas.com>

Board, Commission or Committee Member Application

Submission #: 4121501
IP Address: 104.28.97.20
Submission Date: 06/16/2025 12:21
Survey Time: 9 minutes, 17 seconds

You have a new online form submission.
Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

I. CONTACT INFORMATION

Name:

Lance McWhorter

RECEIVED
JUN 16 2025
CITY CLERK'S OFFICE
City of Tyler

Home Address:

1317 S Sneed Ave
Tyler, TX 75701

Home Phone Number:

(214) 551-8149

Section Break

Office Address:

118 W Erwin St.
Tyler, TX 75702

Office Phone Number:

(903) 787-5800

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

Home

Section Break

Email Address:

lance@cultureetx.com

Section Break

Read-Only Content

First Choice of Board Selection

Tyler Historical Preservation Board (*) (#)

Second Choice of Board Selection

Section Break

III. BACKGROUND INFORMATION

Number of years you have lived in Tyler

6

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

Auguste Escoffier School of Culinary Arts Diploma, 2017, American Military University, Intelligence Studies. Multiple, US Army, US Navy,

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

Executive Chef/Owner Heritage East at Culture ETX, The Plaid Rabbit Social Club and Speakeasy 2019- present

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

Food service manager

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

Veterans of Foreign Wars, Escoffier Alumni and Mentorship Program,

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

East Texas Workforce Services Advisory Board member, 2023-present

Section Break

IV. QUESTIONNAIRE REGARDING CONFLICT OF INTERESTS

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

None of the above.

NOTE: Answering yes will NOT automatically disqualify a person from serving on a City Board, as the type of interest will determine whether a conflict is present.

Section Break

Read-Only Content

Acknowledgement

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

Full Name

Lance McWhorter

Date

06/16/2025 12:00 AM

Thank you,
Tyler, TX

District #4

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CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Justin Bernal

From: govAccess CMS Site <webmaster@cityoftyler.org>
Sent: Thursday, July 31, 2025 10:11 AM
To: CityClerk-Contact; hbrewster@tylertexas.com; Cassandra Brager; Vanessa Carreno-Solis
Subject: *NEW SUBMISSION* Board, Commission or Committee Member Application

Board, Commission or Committee Member Application

RECEIVED
JUL 31 2025
CITY CLERK'S OFFICE
City of Tyler

Submission #: 4228107
IP Address: 12.204.184.98
Submission Date: 07/31/2025 10:11
Survey Time: 3 minutes, 14 seconds

You have a new online form submission.
Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

I. CONTACT INFORMATION

Name:

Lexus Bice

Home Address:

820 S Chilton Ave
Tyler, TX 75701

Home Phone Number:

(972) 989-9530

Section Break

Office Address:

,

Office Phone Number:

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

Home

Section Break

Email Address:

lexus@newberryre.com

Section Break

Read-Only Content

First Choice of Board Selection

Tyler Historical Preservation Board (*) (#)

Second Choice of Board Selection

Animal Care Advisory Board (*)

Section Break

III. BACKGROUND INFORMATION

Number of years you have lived in Tyler

8

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

Texas A&M University History Major with Minor in Classical Studies Bachelor degree 2015.

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

Newberry Real Estate, real estate agent 2024-present; Gillem Staffing, recruiter 2022-2024; Pine Cove, Women's director 2017-2022; Au Pair, private family 2016-2017.

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

Licensed Real Estate Agent

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

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

Section Break

IV. QUESTIONNAIRE REGARDING CONFLICT OF INTERESTS

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

None of the above.

NOTE: Answering yes will NOT automatically disqualify a person from serving on a City Board, as the type of interest will determine whether a conflict is present.

Section Break

Read-Only Content

Acknowledgement

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

Full Name

Lexus Bice

Date

07/31/2025 12:00 AM

Thank you,
Tyler, TX

District 4

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WARNING: The sender of this email could not be validated and may not match the person in the "From" field.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Justin Bernal

From: govAccess CMS Site <webmaster@cityoftyler.org>
Sent: Thursday, June 26, 2025 5:53 AM
To: CityClerk-Contact; hbrewster@tylertexas.com; Cassandra Brager; Vanessa Carreno-Solis
Subject: *NEW SUBMISSION* Board, Commission or Committee Member Application

Board, Commission or Committee Member Application

Submission #:	4145169
IP Address:	47.219.18.44
Submission Date:	06/26/2025 5:52
Survey Time:	16 minutes, 13 seconds

You have a new online form submission.
Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

I. CONTACT INFORMATION

Name:

Mrs. Schuyler (Sky-Ler) Tarry

Home Address:

1521 S. Chilton Ave
Tyler, Texas 75701

Home Phone Number:

(903) 570-7787

Section Break

Office Address:

1007 Pruitt Place
Tyler, Texas 75703

Office Phone Number:

(903) 570-7787

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

Home

Section Break

Email Address:

schuylertarry@gmail.com

Section Break

Read-Only Content

First Choice of Board Selection

Tyler Historical Preservation Board (*) (#)

Second Choice of Board Selection

Keep Tyler Beautiful Board

Section Break

III. BACKGROUND INFORMATION

Number of years you have lived in Tyler

3

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

BA- Baylor University '07; MA- Baylor University'09; PhD- University of North Texas

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

Tarry Title- owner/HR/Manager 2022- Present; East Texas Title Company- EA/Manager 2018-2022; University of North Texas- Student Affairs Advancement 2016-2018; Tyler Junior College Public Speaking Professor 2010-2017

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

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

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

Junior League of Tyler Provisional of the year 2024 and Rose Award Recipient; Employment Coach for Christian Women's job corp

Section Break

IV. QUESTIONNAIRE REGARDING CONFLICT OF INTERESTS

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

None of the above.

NOTE: Answering yes will NOT automatically disqualify a person from serving on a City Board, as the type of interest will determine whether a conflict is present.

Section Break

Read-Only Content

Acknowledgement

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

Full Name

Schuyler (Sky-Ler) Tarry

Date

06/26/2025 12:00 AM

District 4

Thank you,
Tyler, TX

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

WARNING: The sender of this email could not be validated and may not match the person in the "From" field.

CAUTION: This email originated from outside of the organization. **Do not click links** or open attachments unless you recognize the sender and know the content is safe.

Yesenia Valdez

From: govAccess CMS Site <webmaster@cityoftyler.org>
Sent: Wednesday, July 30, 2025 12:54 PM
To: CityClerk-Contact; hbrewster@tylertexas.com; Cassandra Brager; Vanessa Carreno-Solis
Subject: *NEW SUBMISSION* Board, Commission or Committee Member Application

Follow Up Flag: Follow up
Flag Status: Flagged

Board, Commission or Committee Member Application

Submission #: 4225361
IP Address: 104.28.50.178
Submission Date: 07/30/2025 12:54
Survey Time: 29 minutes, 32 seconds

You have a new online form submission.
Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

I. CONTACT INFORMATION

Name:

Claudia Carroll

Home Address:

2623 S Chilton Ave
Tyler, TX 75701

Home Phone Number:

(903) 570-6226

Section Break

Office Address:

2623 S Chilton Ave
Tyler, TX 75701

Office Phone Number:

(903) 581-5225

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

Home

Section Break

Email Address:

claudia@claudiacarroll.com

Section Break

Read-Only Content

RECEIVED
JUL 30 2026
CITY CLERK'S OFFICE
City of Tyler

First Choice of Board Selection

Planning and Zoning Commission (#)

Second Choice of Board Selection

Tyler Historical Preservation Board (*) (#)

Section Break

III. BACKGROUND INFORMATION

Number of years you have lived in Tyler

46

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

Enterprise State Junior College AS;University of South Alabama BA; University of Texas at Tyler worked on Masters of Public Administration

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

Carroll Holdings, Inc. Broker, 1994-2025

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

Real Estate Broker #0437065

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

Greater Tyler Association of Realtors, President 2015 & 2016, Treasurer 2014, Secretary 2013, Member, Board of Directors multiple years, Texas Realtors Director, 2024 through now; National Association of Realtors

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

Women's Symphony League 1995 through now President 2002; American Red Cross 2008-2012; the Rotary Club of Tyler 1998-2005 and 2017-now; Historic Tyler 2010 until now, President 2021-2022

Section Break

IV. QUESTIONNAIRE REGARDING CONFLICT OF INTERESTS

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

None of the above.

NOTE: Answering yes will NOT automatically disqualify a person from serving on a City Board, as the type of interest will determine whether a conflict is present.

Section Break

Read-Only Content

Acknowledgement

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

Full Name

Claudia Carroll

Date

07/30/2025 12:00 AM

Thank you,
Tyler, TX

District 1

Justin Bernal

From: govAccess CMS Site <webmaster@cityoftyler.org>
Sent: Friday, August 1, 2025 9:56 AM
To: CityClerk-Contact; hbrewster@tylertexas.com; Cassandra Brager; Vanessa Carreno-Solis
Subject: *NEW SUBMISSION* Board, Commission or Committee Member Application

Board, Commission or Committee Member Application

RECEIVED
AUG 1 2025
CITY CLERK'S OFFICE
City of Tyler

Submission #: 4230868
IP Address: 172.110.27.18
Submission Date: 08/01/2025 9:55
Survey Time: 12 minutes, 45 seconds

You have a new online form submission.
Note: all answers displaying "******" are marked as sensitive and must be viewed after your login.

I. CONTACT INFORMATION

Name:

Amanda Adair

Home Address:

3337 S. Cameron Ave
Tyler, TX 75701

Home Phone Number:

(903) 521-5737

Section Break

Office Address:

2695 SSW Loop 323
Tyler, TX 75701

Office Phone Number:

(903) 579-6000

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

Home

Section Break

Email Address:

aadair@all-saints.org

Section Break

Read-Only Content

First Choice of Board Selection

Keep Tyler Beautiful Board

Second Choice of Board Selection

Tyler Historical Preservation Board (*) (#)

Section Break

III. BACKGROUND INFORMATION

Number of years you have lived in Tyler

35

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

Tyler Junior College, AA Geology, 2024; Texas A&M University, BA Geology, 2026; Texas A&M University, MA Education, 2027

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

All Saints Episcopal School, Science Teacher, 2018-present; Chapel Hill High School, Science Teacher, 2012-2018; Texas Parks and Wildlife, Park Specialist, 2008-2012

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

8-12 Science Composite teacher certification

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

None

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

Keep Tyler Beautiful board member 2023-2025

Section Break

IV. QUESTIONNAIRE REGARDING CONFLICT OF INTERESTS

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

None of the above.

NOTE: Answering yes will NOT automatically disqualify a person from serving on a City Board, as the type of interest will determine whether a conflict is present.

Section Break

Read-Only Content

Acknowledgement

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

Full Name

Amanda Adair

Date

08/01/2025 12:00 AM

Thank you,
Tyler, TX

District 6

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

WARNING: The sender of this email could not be validated and may not match the person in the "From" field.

Outlook

NEW SUBMISSION Board, Commission or Committee Member Application

From govAccess CMS Site <webmaster@cityoftyler.org>
Date Mon 8/4/2025 12:43 PM
To CityClerk-Contact <cityclerk-contact@tylertexas.com>; hbrewster@tylertexas.com <hbrewster@tylertexas.com>; Cassandra Brager <cbrager@tylertexas.com>; Vanessa Carreno-Solis <VCSolis@tylertexas.com>

Board, Commission or Committee Member Application

Submission #: 4236244
IP Address: 172.110.26.23
Submission Date: 08/04/2025 12:43
Survey Time: 42 minutes, 32 seconds

You have a new online form submission.
Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

I. CONTACT INFORMATION

Name:

Dr. Paul Wick

RECEIVED
AUG 4 2025
CITY CLERK'S OFFICE
City of Tyler

Home Address:

7046 Walden Drive
Tyler, TX 75703

Home Phone Number:

(903) 561-1840

Section Break

Office Address:

, T

Office Phone Number:

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

Home

Section Break

Email Address:

phw.md1@gmail.com

Section Break

Read-Only Content

First Choice of Board Selection

Keep Tyler Beautiful Board

Second Choice of Board Selection

Tyler Historical Preservation Board (*) (#)

Section Break

III. BACKGROUND INFORMATION

Number of years you have lived in Tyler

58

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

University of Texas Austin, BA,1957; University of Texas Medical Branch, MD,1961

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

Retired from Christus Trinity Clinic Psychiatry 1999-2012; UT Health East Texas, Intensive Outpatient Director, 2012-2017; Access Clinic Jacksonville, Consultant Psychiatrist, 2014-2017; Private Practice Psychiatry, 1967-1999

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

Physician, MD

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

Smith County Medical Society; Texas Medical Association; American Medical Association, Delegate; Texas Society of Psychiatric Physicians, Past President; American Psychiatric Association, Council Member and Delegate.

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

City of Tyler Parks Board 2019-2025; Smith County Clubhouse, Board Member, 2017-present; NAMI Tyler, Board Member and Vice President, 2015-present; Smith County Master Gardeners 2017-present; East Texas Master Naturalists, Board Member and former President 2017-present.

Section Break

IV. QUESTIONNAIRE REGARDING CONFLICT OF INTERESTS

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

None of the above.

NOTE: Answering yes will NOT automatically disqualify a person from serving on a City Board, as the type of interest will determine whether a conflict is present.

Section Break

Read-Only Content

Acknowledgement

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

Full Name

Paul Wick

Date

08/04/2025 12:00 AM

Thank you,
Tyler, TX

District #1

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Yesenia Valdez

From: govAccess CMS Site <webmaster@cityoftyler.org>
Sent: Wednesday, July 30, 2025 9:57 AM
To: CityClerk-Contact; hbrewster@tylertexas.com; Cassandra Brager; Vanessa Carreno-Solis
Subject: *NEW SUBMISSION* Board, Commission or Committee Member Application

Board, Commission or Committee Member Application

Submission #:	4224707
IP Address:	75.108.184.156
Submission Date:	07/30/2025 9:57
Survey Time:	10 minutes, 28 seconds

You have a new online form submission.
Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

I. CONTACT INFORMATION

Name:

Justin Hargrove

Home Address:

3310 Oak Knoll Dr
Tyler, TX 75707

Home Phone Number:

(903) 574-7680

Section Break

Office Address:

1949 BRANDON DR
Tyler, TX 75703

Office Phone Number:

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

Home

Section Break

Email Address:

hargrove@kona-ice.com

Section Break

Read-Only Content

First Choice of Board Selection

Main Street Board (*) (#)

Second Choice of Board Selection

Keep Tyler Beautiful Board

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JUL 30 2026
CITY CLERK'S OFFICE
City of Tyler

Section Break

III. BACKGROUND INFORMATION

Number of years you have lived in Tyler

35

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

MBA - UT Tyler Bachelors of Finance - UT Tyler

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

Self Employed - Kona Ice of Tyler, Toms Coffee of Tyler, Apex Leadership Co

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

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

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

Tyler Parks and Rec Board 2019 - 2025

Section Break

IV. QUESTIONNAIRE REGARDING CONFLICT OF INTERESTS

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

None of the above.

NOTE: Answering yes will NOT automatically disqualify a person from serving on a City Board, as the type of interest will determine whether a conflict is present.

Section Break

Read-Only Content

Acknowledgement

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

Full Name

Justin Hargrove

Date

07/30/2025 12:00 AM

Thank you,
Tyler, TX

District 5

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CITY OF TYLER, TEXAS

BOARD / COMMISSION / COMMITTEE MEMBERSHIP APPLICATION

I. CONTACT INFORMATION

Please indicate with an "X" the title you prefer.

Mr. ___ Miss ___ Mrs. ___ Ms. ___ Dr. ___ Prof. ___

NAME: de Ravel, Alex District 1

Home Address:

600 Tremont St	Tyler	TX	75701
Street	City	State	Zip Code

Home Telephone Number: 970-389-5874

RECEIVED
JUN 23 2025
CITY CLERK'S OFFICE
City of Tyler

Office Address:

Same

Street	City	State	Zip Code

Office Telephone Number: 970-389-7820

Please indicate with an "X" which address you would like to use for mailings. HOME: ___ OFFICE: Use Office #

E-Mail Address: ad013@yahoo.com

II. BOARD SELECTION

PRIORITY PREFERENCE:

Place a 1 beside the name of the Board indicating your 1st Choice, and 2 for your 2nd Choice.
Please limit your preferences to two (2) Boards.

NOTE: * Specific technical expertise is required for membership on these boards.
The board is more than advisory in nature; will require additional training time.
@ Special State law requirements, see additional requirements on page 3.

1	Airport Advisory Board
	Animal Care Advisory Board (*)
	Board of Adjustment (Zoning) (*) (#)
	Civil Service Commission (#) (@)
	Construction Board of Adjustment & Appeals (*) (#) Building, Plumbing, Mechanical, Residential & Gas Codes)
	Disability Issues Review Board
	Industrial Development Corporation of Tyler Board of Directors (*)
	Keep Tyler Beautiful Board
2	Main Street Board (*) (#)
	Neighborhood Revitalization Board (*) (#)
	Parks Board
	Planning and Zoning Commission (#)
	Northeast Texas Public Health District Board (#)
1	Traffic Safety Board
	Tyler Health Facilities Development Corporation Board of Directors (*)
	Tyler Historical Preservation Board (*) (#)
	Tyler One-half Cent Sales Tax Corp, Inc. Board (#)
	Tyler Public Library Board

III. BACKGROUND INFORMATION

1. Number of years you have lived in Tyler?
Years: 3+

2. Education

Institution / School	Diploma / Degree	Year
Tufts University	BA	1994
Simmons College	MS	1997
Colorado Mountain College	Certificate	2002
George Washington University	Associates Certificate	2017

3. Employment (List most recent first)

Employer	Position	Dates
See attached resume		

4. Professional Licenses
(e.g. Physician, Attorney, Engineer, Master Electrician, C.P.A., etc.)

Occupation	Type of License Associated with Occupation
Real Estate	Real Estate Broker - Colorado

5. Professional Association Memberships

Association	Office Held (if applicable)

6. Civic-Volunteer Organizations and Activities
(e.g. United Way Loaned Executive, Boy Scout Scoutmaster, etc.)

Organization / Activity	Dates
Summit County Transit Board	2002-2006
South Forty Property Owners Association	2002-2006
Graduate, Leadership Program of the Rockies	2006

If applying for the **Civil Service Commission**, please indicate if you meet the following requirements by marking an "X" in the appropriate box. **A person appointed to the commission must:**	NO	YES	NOT SURE
1) be of good moral character			
2) be a United States citizen;			
3) be a resident of the municipality who has resided in the municipality for more than three years			
4) be over 25 years of age			
5) not have held a public office within the preceding three years			

***** FOR OFFICE USE ONLY *****	
Applicant's District #:	
Applicant appointed to the following Board:	
Date City Council appointed applicant:	

IV. QUESTIONNAIRE REGARDING CONFLICT OF INTERESTS

Please indicate your answer with an "X" in the appropriate box.

QUESTION	NO	YES	NOT SURE
1) Do you or a family member have a contract with, or currently own a business that has a contract with, the City of Tyler?	X		
2) Are you or a family member currently involved in any real estate transactions in which you or the family member are either buying from, or selling to, the City of Tyler?	X		
3) Do you have any delinquent City taxes, utilities, or other assessments or have any pending claims against the City?	X		

NOTE:
Answering yes will NOT automatically disqualify a person from serving on a City Board, as the type of interest will determine whether a conflict is present.

****

I understand that if I am appointed to a board I will be expected to participate actively in the business of the respective board, and adhere to the attendance requirements in City Code Section 1-20.1. I also understand that I will be expected to become familiar with relevant City Codes, and review all material relating to decisions to be made and that I can abstain only for cause. I agree to contact the City Clerk's Office in the event that there is any change in my home address/phone number/e-mail address listed above.

City Boards that are more than advisory. I understand that if I am appointed to a City Board that is more than advisory in nature as listed in the definition of "City Officer" in City Code Section 1-26, that I will be subject to provisions of the City's Ethics Ordinance in City Code Sections 1-26 through 1-29. If a situation arises during my term on said Board where I have a prohibited financial interest [as defined in City Code Section 1-27], either direct or indirect, in any contract with, or sale of, land or materials to, the City of Tyler, I understand that I will need to resign.

Furthermore, if a situation arises during my term on said Board where I have a prohibited substantial interest [as defined in City Code Section 1-29], either direct or indirect, in any contract with, or sale of land or materials to, the City of Tyler, and such matter comes before said Board, I understand that I will need to abstain from any discussion or vote on the matter, and that I will also need to file an affidavit showing such prohibited substantial interest.

Alex de Ravel
Printed Name

Alex de Ravel
Signature

6/23/2025
Date

Return completed form to:	
Cassandra Brager, City Clerk P. O. Box 2039 Tyler, TX 75710	CLERK TO CC: City Council City Manager

Alex de Ravel
600 Tremont St
Tyler, TX 75701
(970) 389-7820
ad013@yahoo.com

SUMMARY OF QUALIFICATIONS

- Develops excellent rapport with clients and customers at all organizational levels.
- Proven attention to detail.
- Excellence in research, troubleshooting and problem solving.
- Keeps projects on schedule and budget to achieve results.
- Manages vendors, contractors and suppliers in a variety of construction and property management situations.
- Licensed Colorado Real Estate Broker (ER40030548)

RELEVANT ACCOMPLISHMENTS

1/03 to present ***Consultant/Owner***
GUYOT LLC, Tyler, TX previously Silverthorne, CO

- Property and project manager of mixed-use, commercial and residential properties along the Front Range of Colorado and the San Francisco Bay Area encompassing a wide variety of capital projects, repairs and tenant relations involving numerous vendors and contractors.
- Perform all manner of complex, technical research for clients relating to real estate including title, easement, covenant, land use, zoning and history using a variety of traditional and online sources and databases

10/18 to 5/20 ***Realty Officer/Project Manager***
US ARMY CORPS OF ENGINEERS, Anchorage, AK

- Project Manager handling complex, politically sensitive and/or international leasing and property disposal projects in Alaska, the Republic of Korea and the Philippines, including land, medical laboratory and industrial. Work includes close coordination with client Agency to develop detailed project scope.
- Program Manager overseeing for a $2.4 million program with 7 employees responsible for the real estate activities of the US Army Corps of Engineers, US Army and other client agencies including US Air Force and Army National Guard. Work includes ownership and title research, leasing of space to private entities on military installations, easements, disposals of real property, leasing of military recruiting stations and land acquisition for civil works projects. Extensive interactions with other Federal, State and Native Alaskan agencies and entities.

1/16 to 10/18 ***Project Manager/Lease Contracting Officer***
US GENERAL SERVICES ADMINISTRATION, San Francisco, CA

- Project Manager working with Federal Agency clients to secure privately owned leased space for occupancy. Responsible for assigned projects from requirements development through lease execution, design and construction of tenant finishes and occupancy.
- Mid lease construction project management of assigned alteration or expansion projects.
- Specialized in challenging and unusual spaces beyond class A office including outpatient medical, Geochemical lab, law enforcement and industrial flex space.
- Projects ranged in value up to $9 Million
- Worked closely with FEMA on emergency leasing during the Northern California fires of 2017 and 2018 rapidly responding to challenging needs and enabling FEMA to accomplish the mission.
- Airport experience negotiating leases and construction with Monterey Regional (MRY) and San Francisco Intl (SFO).

1/05 to present ***Managing Broker/Owner***
PEAK REALTY ADVISORS LLC, Tyler, TX previously Silverthorne, CO

- Commercial Real Estate Broker and Consultant dealing with all aspects of tenant, landlord, buyer and seller representation. Assist clients with development process including acquisition, permitting, zoning, construction and project management, and financing. Supervision of other brokers working for the firm.

10/08 to 12/08 ***VP***
DERAVENTURES, INC, Littleton, CO

- Project Manager overseeing all phases of company relocation to Colorado, including construction, telecommunications and human resources. This position was an outgrowth of consulting and brokerage services previously provided to this company as a client.

1/04– 1/05 ***Broker Associate***
PRUDENTIAL O'BRIEN & ASSOCIATES INC, REAL ESTATE, Dillon, CO

- Assist purchasers and sellers with all aspects of commercial and residential real property acquisition and disposition, including property identification, showing, contract writing, negotiation, obtaining financing and closing the transaction.

12/02 – 1/04 ***Broker Associate***
COLDWELL BANKER COLORADO ROCKIES REAL ESTATE, Frisco, CO

- Assist purchasers and sellers with all aspects of commercial and residential real property acquisition and disposition, including property identification, showing, contract writing, negotiation, obtaining financing and closing the transaction.

1/01 – 12/01 ***IT Consultant***
INTELIANT CONSULTING LOCATED AT IBM, Boulder, CO

- Configuration Management Transition Project Manager for Commercial Accounts:
  - Achieved successful coordination and collection of data elements required to meet contractual obligations in a multi-site, multiple client environment,
  - Developed and prepared internal IBM documents as required for successful initiation, tracking and completion of assigned account projects,
  - Coordinated rollout of new database tool for Configuration Management Group as pertains to accounts handled,
  - Tracked project goals and milestones using industry standard Microsoft Project software.

- Previously Second/Third Level Systems Administrator/Support on IBM Internal Accounts:
  - Acted as Departmental Project Lead handling all issues and external interactions on an IBM Top 20 internal Account,
  - Successfully performed all required administration and troubleshooting duties on Lotus Notes, AIX and Windows NT servers.

11/98 - 6/00 ***Assistant Librarian/Lotus Notes Administrator***
LEGISLATIVE COUNCIL - STATE OF COLORADO, Denver, CO

- Conducted traditional and online research and training; met needs of legislators, staff, and public.
- Performed traditional library tasks including technical services, collection development and collection maintenance keeping the materials current and relevant.
- Assisted with implementation and maintenance of new Lotus Notes knowledge management and other databases to improve information accessibility and save time for users.
- Managed CD-ROM database collection of primary legal materials to insure information accuracy.
- Created drawings for existing library floor plan facilitating preparation for library renovation.

8/97-10/98 ***Researcher/Systems Administrator***
LEBOEUF, LAMB, GREENE AND MACRAE L.L.P., Boston, MA

- Accurately performed traditional and online research using Internet, Lexis-Nexis, CD ROMs and paper resources.
- Trained attorneys and staff on Internet and CD-ROM, improving research skills and access to information.
- Installed and maintained computer hardware and software, ensuring efficient computer systems operation.

6/94-7/03 ***Property and Project Manager***
SELF EMPLOYED, Somerville, MA

- Coordinated all aspects of reconstruction after a building fire by:
  - completing board up, hiring and negotiating with a Public Adjuster, bid solicitation, negotiation with selected contractors, and daily construction project oversight;
  - supervising and coordinating with architect;
  - successfully fighting insurance carrier on value of project and amount of funds received for reconstruction, resulting in a 60% increase in monies obtained;
  - performing legal research during subsequent legal action arising from contractor's delinquency and ultimate bankruptcy.
- Negotiate leases, coordinate repairs, and handle tenant relations.

EDUCATION & TRAINING

The George Washington University, Washington DC
Associates Certificate in Federal Program Management, 2017

Leadership Program of the Rockies, Denver, CO
Program graduate, 2006

Colorado Mountain College, Dillon, CO
Certificate in Real Estate, 2002

Sun Microsystems Educational Services, Broomfield, CO
Courses Completed in August, 2000: SA-118 Fundamentals of Solaris 8
SA-238 System Administration I for Solaris 8
SA-288 System Administration II for Solaris 8

Simmons College, Boston, MA
MS, Library and Information Science, 1997
Beta Phi Mu Honor Society

Tufts University, Medford, MA
BA, Drama, 1994
Special Concentrations in Media Studies and Russian Studies

Justin Bernal

From: govAccess CMS Site <webmaster@cityoftyler.org>
Sent: Monday, August 18, 2025 6:26 PM
To: CityClerk-Contact; hbrewster@tylertexas.com; Cassandra Brager; Vanessa Carreno-Solis
Subject: *NEW SUBMISSION* Board, Commission or Committee Member Application

Board, Commission or Committee Member Application

RECEIVED
AUG 19 2025
CITY CLERK'S OFFICE
City of Tyler

Submission #: 4269274
IP Address: 172.110.27.54
Submission Date: 08/18/2025 6:25
Survey Time: 13 minutes, 26 seconds

You have a new online form submission.
Note: all answers displaying "******" are marked as sensitive and must be viewed after your login.

I. CONTACT INFORMATION

Name:

Matthew Scheusner

Home Address:

5805 Churchill Drive
Tyler, Tx 75703

Home Phone Number:

(682) 299-5404

Section Break

Office Address:

N/A
N/A, N/A N/A

Office Phone Number:

(682) 299-5404

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

Home

Section Break

Email Address:

Matthew.scheusner@gmail.com

Section Break

Read-Only Content

First Choice of Board Selection

Traffic Safety Board

Second Choice of Board Selection

Planning and Zoning Commission (#)

Section Break

III. BACKGROUND INFORMATION

Number of years you have lived in Tyler

4

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

Tyler Legacy High School, High School Diploma, 2026; Tyler Legacy High School, AP Capstone Diploma, 2026;

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

Raising Cane's, Part-Time Crew Member, March 2024- Present ;Self-Employed, Yard Work and Gardening, June 2023- Present

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

N/A

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

N/A

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

Civil Air Patrol Staff Member June 2023-Present

Section Break

IV. QUESTIONNAIRE REGARDING CONFLICT OF INTERESTS

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

None of the above.

NOTE: Answering yes will NOT automatically disqualify a person from serving on a City Board, as the type of interest will determine whether a conflict is present.

Section Break

Read-Only Content

Acknowledgement

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

Full Name

Matthew Scheusner

Date

08/18/2025 12:00 AM

Thank you,
Tyler, TX

District 6

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WARNING: The sender of this email could not be validated and may not match the person in the "From" field.

Justin Bernal

From: govAccess CMS Site <webmaster@cityoftyler.org>
Sent: Thursday, July 31, 2025 11:29 AM
To: CityClerk-Contact; hbrewster@tylertexas.com; Cassandra Brager; Vanessa Carreno-Solis
Subject: *NEW SUBMISSION* Board, Commission or Committee Member Application

Board, Commission or Committee Member Application

RECEIVED
JUL 31 2025
CITY CLERK'S OFFICE
City of Tyler

Submission #:	4228366
IP Address:	172.59.194.58
Submission Date:	07/31/2025 11:28
Survey Time:	23 minutes, 30 seconds

You have a new online form submission.
Note: all answers displaying "******" are marked as sensitive and must be viewed after your login.

I. CONTACT INFORMATION

Name:

Mr James Ledet

Home Address:

3600 McMillan Dr.
Tyler, TX 75701

Home Phone Number:

(903) 530-1000

Section Break

Office Address:

1327 S Baxter Ave
Tyler, TX 75711

Office Phone Number:

(903) 510-3039

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

Home

Section Break

Email Address:

jledet3600@gmail.com

Section Break

Read-Only Content

First Choice of Board Selection

Civil Service Commission (#) (@)

Second Choice of Board Selection

Traffic Safety Board

Section Break

III. BACKGROUND INFORMATION

Number of years you have lived in Tyler

13

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

Dallas Baptist University, Masters Criminal Justice 2011; UT Tyler and SFA, 18 graduate hours Public Administration 2013; Dallas Baptist University Bachelors Criminal Justice, 1999; Kilgore College AAS Criminal Justice 1978.

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

Tyler Jr College, Professor Criminal Justice, 2012 - Present; TJC Coordinator/Professor Public Administration 2012-2019; Coppell Police Dept, police officer, detectives, corporal, sergeant 1990-2012; Upshur Co Sheriff Office, deputy, sergeant 1986-1990

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

TCOLE Peace Officer license (retired)

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

TMPA; Community College Criminal Justice Educators of Texas (CCCJET) Vice President 2023 - present.

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

TJC Criminal Justice Student Association sponsor 2012-present

Section Break

IV. QUESTIONNAIRE REGARDING CONFLICT OF INTERESTS

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

None of the above.

NOTE: Answering yes will NOT automatically disqualify a person from serving on a City Board, as the type of interest will determine whether a conflict is present.

Section Break

Read-Only Content

Acknowledgement

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

Full Name

James Ledet

Date

07/31/2025 12:00 AM

Thank you,
Tyler, TX

District 6

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

WARNING: The sender of this email could not be validated and may not match the person in the "From" field.

Yesenia Valdez

From: govAccess CMS Site <webmaster@cityoftyler.org>
Sent: Wednesday, July 30, 2025 10:48 AM
To: CityClerk-Contact; hbrewster@tylertexas.com; Cassandra Brager; Vanessa Carreno-Solis
Subject: *NEW SUBMISSION* Board, Commission or Committee Member Application

Board, Commission or Committee Member Application

Submission #: 4224888
IP Address: 74.195.72.32
Submission Date: 07/30/2025 10:47
Survey Time: 17 minutes, 2 seconds

You have a new online form submission.
Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

I. CONTACT INFORMATION

Name:

Jim Cousineau

Home Address:

3711 Bain Place
Tyler, TX 75701

RECEIVED
JUL 30 2025
CITY ATTORNEY'S OFFICE
City of Tyler

Home Phone Number:

(903) 283-2054

Section Break

Office Address:

Retired

,

Office Phone Number:

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

Home

Section Break

Email Address:

jcousie@ccpsllc.net

Section Break

Read-Only Content

First Choice of Board Selection

Keep Tyler Beautiful Board

Second Choice of Board Selection

Traffic Safety Board

Section Break

III. BACKGROUND INFORMATION

Number of years you have lived in Tyler

32

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

University of Texas at Austin -- School of Pharmacy 1975 BSPhr

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

Self Employed -- President -- 2017 - 2020 Brookshire Grocery Company -- Sr. V.P. Pharmacy -- 1993 - 2017 Eckerd Drugs -- Regional Pharmacy Manager -- 1973 - 1993

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

Pharmacy - Texas State Board of Pharmacy

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

Texas Federation of Drug Stores -- Board member; past president; emeritus member National Association of Drug Stores -- member

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

Tyler Parks Board 2018-2025 Dayspring UMC – Finance Board 2018-2022 Boy Scouts – Scoutmaster, District Chair, Advisor 1998-2012 TISD Organizations – PTA, Band Parents, Various Committees 1994-2016 East Texas Communities Foundation Braithwaite Chemistry Scholarship Review Board 2018-2025

Section Break

IV. QUESTIONNAIRE REGARDING CONFLICT OF INTERESTS

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

None of the above.

NOTE: Answering yes will NOT automatically disqualify a person from serving on a City Board, as the type of interest will determine whether a conflict is present.

Section Break

Read-Only Content

Acknowledgement

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

Full Name

Jimmie Cousineau

Date

07/30/2025 12:00 AM

Thank you,
Tyler, TX

District 6

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

WARNING: The sender of this email could not be validated and may not match the person in the "From" field.

Justin Bernal

From: govAccess CMS Site <webmaster@cityoftyler.org>
Sent: Monday, July 28, 2025 9:28 AM
To: CityClerk-Contact; hbrewster@tylertexas.com; Cassandra Brager; Vanessa Carreno-Solis
Subject: *NEW SUBMISSION* Board, Commission or Committee Member Application

Board, Commission or Committee Member Application

RECEIVED
JUL 28 2025
CITY CLERK'S OFFICE
City of Tyler

Submission #: 4218611
IP Address: 107.127.0.112
Submission Date: 07/28/2025 9:27
Survey Time: 13 minutes, 11 seconds

You have a new online form submission.
Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

I. CONTACT INFORMATION

Name:

Mark Sebren

Home Address:

4018 Spartanburg Ln
Tyler, TX 75701

Home Phone Number:

(713) 806-6275

Section Break

Office Address:

Tyler, TX 75701

Office Phone Number:

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

Home

Section Break

Email Address:

MASebren@gmail.com

Section Break

Read-Only Content

First Choice of Board Selection

Keep Tyler Beautiful Board

Second Choice of Board Selection

Traffic Safety Board

CITY OF TYLER, TEXAS

BOARD / COMMISSION / COMMITTEE MEMBERSHIP APPLICATION

I. CONTACT INFORMATION

Please indicate with an "X" the title you prefer.

Mr. X | Miss | Mrs. | Ms. | Dr. | Prof.

NAME: Todd L. Tutt

Home Address:

5813 Brynmar Ct	Tyler	TX	75703
Street	City	State	Zip Code

Home Telephone Number:

Office Address:

110 N. College Suite 402	Tyler	TX	75702
Street	City	State	Zip Code

Office Telephone Number:

Please indicate with an "X" which address you would like to use for mailings.	HOME: X	OFFICE:

E-Mail Address: todd.tutt@cenderbank.com

II. BOARD SELECTION

PRIORITY PREFERENCE:

Place a 1 beside the name of the Board indicating your 1st Choice, and 2 for your 2nd Choice.
Please limit your preferences to two (2) Boards.

NOTE: * Specific technical expertise is required for membership on these boards.
The board is more than advisory in nature; will require additional training time.
@ Special State law requirements, see additional requirements on page 3.

	Airport Advisory Board
1	Animal Care Advisory Board (*)
	Board of Adjustment (Zoning) (*) (#)
	Civil Service Commission (#) (@)
	Construction Board of Adjustment & Appeals (*) (#) Building, Plumbing, Mechanical, Residential & Gas Codes)
	Disability Issues Review Board
	Industrial Development Corporation of Tyler Board of Directors (*)
	Keep Tyler Beautiful Board
	Main Street Board (*) (#)
	Neighborhood Revitalization Board (*) (#)
	Parks Board
	Planning and Zoning Commission (#)
	Northeast Texas Public Health District Board (#)
2	Traffic Safety Board
	Tyler Health Facilities Development Corporation Board of Directors (*)
	Tyler Historical Preservation Board (*) (#)
3	Tyler One-half Cent Sales Tax Corp, Inc. Board (#)
	Tyler Public Library Board

RECEIVED
AUG 18 2025
CITY CLERK'S OFFICE
City of Tyler

III. BACKGROUND INFORMATION

1. Number of years you have lived in Tyler?
Years: 53

2. Education

Institution / School	Diploma / Degree	Year
Texas Tech University	**BS in Petroleum Engr**	**1986**

3. Employment (List most recent first)

Employer	Position	Dates
Cendera Bank N.A.	EVP	1921-Current
American State Bank	EVP	2018-2021
First Bank & Trust ET	EVP	2008 - 2018

4. Professional Licenses
(e.g. Physician, Attorney, Engineer, Master Electrician, C.P.A., etc.)

Occupation	Type of License Associated with Occupation

5. Professional Association Memberships

Association	Office Held (if applicable)

6. Civic-Volunteer Organizations and Activities
(e.g. United Way Loaned Executive, Boy Scout Scoutmaster, etc.)

Organization / Activity	Dates
Bethesda Health Clinic – Board	2012-2018
SPCA of East Texas - Board	2015-2019

If applying for the **Civil Service Commission**, please indicate if you meet the following requirements by marking an "X" in the appropriate box. **A person appointed to the commission must:**	NO	YES	NOT SURE
1) be of good moral character		X	
2) be a United States citizen;		X	
3) be a resident of the municipality who has resided in the municipality for more than three years		X	
4) be over 25 years of age		X	
5) not have held a public office within the preceding three years		X	

***** FOR OFFICE USE ONLY *****	
Applicant's District #:	
Applicant appointed to the following Board:	

Date City Council appointed applicant:	

IV. QUESTIONNAIRE REGARDING CONFLICT OF INTERESTS

Please indicate your answer with an "X" in the appropriate box.

QUESTION	NO	YES	NOT SURE
1) Do you or a family member have a contract with, or currently own a business that has a contract with, the City of Tyler?	X		
2) Are you or a family member currently involved in any real estate transactions in which you or the family member are either buying from, or selling to, the City of Tyler?	X		

NOTE:
Answering yes will NOT automatically disqualify a person from serving on a City Board, as the type of interest will determine whether a conflict is present.

****

I understand that if I am appointed to a board I will be expected to participate actively in the business of the respective board, and adhere to the attendance requirements in City Code Section 1-20.1. I also understand that I will be expected to become familiar with relevant City Codes, and review all material relating to decisions to be made and that I can abstain only for cause. I agree to contact the City Clerk's Office in the event that there is any change in my home address/phone number/e-mail address listed above.

City Boards that are more than advisory. I understand that if I am appointed to a City Board that is more than advisory in nature as listed in the definition of "City Officer" in City Code Section 1-26, that I will be subject to provisions of the City's Ethics Ordinance in City Code Sections 1-26 through 1-29. If a situation arises during my term on said Board where I have a prohibited financial interest [as defined in City Code Section 1-27], either direct or indirect, in any contract with, or sale of, land or materials to, the City of Tyler, I understand that I will need to resign.

Furthermore, if a situation arises during my term on said Board where I have a prohibited substantial interest [as defined in City Code Section 1-29], either direct or indirect, in any contract with, or sale of land or materials to, the City of Tyler, and such matter comes before said Board, I understand that I will need to abstain from any discussion or vote on the matter, and that I will also need to file an affidavit showing such prohibited substantial interest.

Todd Tutt
Printed Name

Todd Tutt
Signature

8/18/2025
Date

Return completed form to:		
Cassandra Brager, City Clerk P. O. Box 2039 Tyler, TX 75710	CLERK TO CC:	City Council City Manager

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-1

Date: September 24, 2025

Subject: Request that the City Council consider approving an Interlocal Agreement with Smith County 911 Emergency Communications District for the continuation of the Smith County GIS Consortium effort.

Item Reference:

Since 2007, the City of Tyler has participated in a GIS aerial consortium effort referred to as the Smith County GIS Consortium. This consortium shares cost and responsibility for aerial photography, GIS hardware and software, and database maintenance.

The consortium's members experience significant savings compared to an individual approach. It affords its members GIS products and services that are most often only available to large metropolitan areas. The members who contribute equally to the consortium are the City of Tyler, Smith County, Smith County Appraisal District, and Smith County 911 Emergency Communications District.

The City of Tyler's participation is $105,000, which is due in three annual payments of $35,000.

Accompanying this communication is an Interlocal Agreement with Smith County 911 Emergency Communications District detailing this cooperative agreement.

RECOMMENDATION:

Request that the City Council consider approving an Interlocal Agreement with Smith County 911 Emergency Communications District for the continuation of the Smith County GIS Consortium effort.

Attachments:
Interlocal Agreement with City re GIS 2025.pdf

Drafted/Recommended By:
Department Leader Lance Yarema, GIS Coordinator

Edited/Submitted By:
City Manager

STATE OF TEXAS	§	INTERLOCAL AGREEMENT
	§	BETWEEN SMITH COUNTY 9-1-1
	§	EMERGENCY SERVICES
	§	DISTRICT AND CITY OF TYLER,
COUNTY OF SMITH	§	TEXAS

THIS INTERLOCAL AGREEMENT between Smith County 9-1-1 Emergency Communications District ("SC911") and the City of Tyler, Texas ("CITY") is entered into under the authority and pursuant to the terms of the Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, SC911 has contracted with Texas Natural Resources Information System through the use of a state master contract referred to as High Priority Imagery and Data Sets to obtain aerial photography and related GIS Information, and

WHEREAS, the other governmental entities in Smith County all have needs for updated aerial photography and related GIS information; and

WHEREAS, by joining together to share their resources, these entities may obtain such information at a lower cost, and

WHEREAS, by sharing resources, a common database exists which benefits all the government entities in Smith County,

NOW, THEREFORE, the parties hereto agree:

PART 1 SERVICES AND PAYMENT: In return for obtaining access to and the use of the aerial photography and related GIS information described in Exhibits A and B, CITY agrees to help fund the cost of obtaining the information by making a total payment of $105,000.00 payable in three annual payments of $35,000.00. The first payment is due on or before November 15, 2025; the second payment is due on or before November 15, 2026; and the third payment is due on or before November 15, 2027.

PART 2 TERM: This agreement shall become effective October 1, 2025, and continue for three years through September 30, 2028.

PART 3 TERMINATION: Either party may terminate this Agreement by giving written notice. The termination will be effective on the next September 30, and must be given at least 60 days prior to the effective date.

I**N WITNESS WHEREOF**, the parties have caused this agreement to be duly executed this _____day of _____, 2025.

City of Tyler, Texas	**Smith County 9-1-1 Emergency Communications District**
_____	_____
By: Ed Broussard City Manager	By: William Morales Executive Director
APPROVED	APPROVED:
_____	_____
City Attorney	Attorney for District

EXHIBIT A

Description of GIS Consortium Services

Participating Entities will receive access to and the use of:

A. Aerial Photography

Four-Band (R, G, B, and IR) True Digital Aerial Photography in the following resolution:

At least 6" Resolution: Entire Smith County Including the complete City Limits of Troup, Bullard and Overton (Exhibit B)

Imagery Data Format

Uncompressed GeoTiff w/ TFW

Compressed ECW

Compressed JPEG 2000

Mosaic ECW and JPEG 2000

B. Data Layers

Shared Layers will be accessible, including but not limited to:

Topographic contours (4-foot Intervals for Smith County/2-foot Intervals for Municipalities)
Tax Parcels
Road Centerlines
Building Footprints
Creek and water features
City Limits
Zip Codes
Districts (Council/Commissioner/JP/Fire/Etc.)
Public Facilities
Subdivisions
Utility Data (Water/Sewer/Stormwater/Etc.)
Site Structure Address Points
PSAP boundary
Emergency Service Boundary
- Law Enforcement
- Fire
- EMS

Provisioning Boundary

C. Server Equipment/Software

All software versions at a minimum must remain in a currently supported version within vendors lifecycle management.

Physical server hardware necessary to support environment over a five-year term.
ESRI and ArcGIS server/enterprise software
Microsoft Windows Sever
Microsoft SQL Server
Backup Software
Cloud Services

D. GIS Training

Classes in GIS Software, applications, and techniques

EXHIBIT B


Smith County, Texas
Hideaway
Lindale
Winona
Tyler
New Chapel Hill
Overton
Noonday
Whitehouse
Arp
Bullard
Troup

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-2

Date: September 24, 2025

Subject: Request that the City Council consider adopting an updated Resolution approving the continued participation in the Texas State Department of Information Resources (DIR) Program and General Services Commission Local Government Purchasing Program. Also, request that the City Council consider authorizing the City Manager to renew several annual leases and to utilize various vendors as sole source for parts and service for technology equipment including computers, software, and telephones for FY 2025-2026.

Item Reference: **Participation in State Catalog Purchasing Program and annual leasing of technology equipment; Tyler City Code Sec. 2-6.**

As an initial part of the City of Tyler Blueprint process, a three-year cycle of leasing and replacement of computers was implemented. The most efficient way to implement this was to participate in a lease and purchase program from the State Catalog Purchasing Program. That program has since been changed and is now called the State Department of Information Resources (DIR) Program. State law, in Texas Local Government Code Chapter 271, Subchapter D State Cooperation in Local Purchasing Programs, authorizes the State to conduct a bid process and create a list of vendors and products available without further bidding if the City passes a Resolution and designates an official to act on the City's behalf. This enables the City to take advantage of vendors who have the most up-to-date equipment at the best price. Although the City Council has authorized participation in this program in the past, the previously adopted resolution contains outdated provisions. At this time, it is necessary to update and renew that authorization. The attached Resolution approves participation for FY 2019-2020 and future years. In addition to seeking the City Council's approval for continued participation in the lease purchase program, authorization is also requested to renew annual maintenance, equipment leases and upgrades of equipment and software. The expenditure list with estimated dollars is attached for your review. Tyler City Code Sect. 2-6.b. requires all expenditures over $50,000 be approved by City Council. Orders will be placed on an as-needed basis.

RECOMMENDATION:

Request that the City Council adopt an updated Resolution approving the City of Tyler's continued participation in the Texas State DIR Program and General Services Commission Local Government Purchasing Program and that the City Council also authorize the City Manager to renew several annual leases and to utilize various vendors as sole source for technology equipment including computers, software, and telephones for FY 2025-2026.

Attachments:
Council Comm FY 2025-26 Resolution
Council Comm FY 2025-26 Expenditures 090925

Drafted/Recommended By:
Department Leader Benny Yazdanpanahi Chief Information Officer

Edited/Submitted By:
City Manager

RESOLUTION NO. R-2025-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AUTHORIZING PARTICIPATION IN THE TEXAS STATE DEPARTMENT OF INFORMATION RESOURCES PROGRAM AND GENERAL SERVICES COMMISSION LOCAL GOVERNMENT PURCHASING PROGRAM FOR CONTRACT PURCHASES AUTHORIZING THE CITY MANAGER AS THE DESIGNATED REPRESENTATIVE OF THE CITY OF TYLER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Tyler, Texas, pursuant to the authority granted by Texas Local Government Code Sections 271.071 through 271.083, as amended, desires to continue its participation in the described purchasing programs of the General Services Commission as it has been since November 1992; and

WHEREAS, the City Council is of the opinion that participation in these programs will be highly beneficial to the taxpayers of Tyler, through the anticipated savings to be realized; and

WHEREAS, past participation has been beneficial;

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

PART 1: That the City Council of the City of Tyler, Texas, requests that the General Services Commission allow the City of Tyler, Texas, to participate in its purchasing programs; and that Edward Broussard, the City Manager, or his designated representative, is authorized and directed to act for the City in all matters relating to the program including signing and delivering all necessary requests, and further that the;

a. City Council will direct all decisions of its representative;
b. City will purchase from the contracts made under this subchapter, except in emergencies;
c. City will be responsible for payment directly to the vendor under each contract; and
d. City will be responsible for the vendor's compliance with all conditions of delivery and quality of the purchased item.

PART 2. That this Resolution shall be effective immediately upon its adoption.

ADOPTED this 24th day of September, A.D., 2025

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

ATTEST:

_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH PULLUM, CITY ATTORNEY

Vendor	Description	DIR	GSC	Sole Source	Annual Contract	Estimated Annual Expenditure
AT&T	Local Phone	DIR-TSO-4167				$44,000.00
AT&T MOBILITY	FirstNet Cell and Data	DIR-TSO-3420				$331,000.00
AVOLVE	TrakIT Support					$38,000.00
AXON	PD Camera Software					$27,000.00
AZTECA	City Works Annual Software Renewal for Water and Waste Water	DIR-TSO-3734			Azteca is a partner for City Works Annual Software	$90,500.00
BIBLIOTHECA	Kiosk for Library					$11,000.00
BLUEBEAM	Construction Project Workflow					$6,800.00
CANVA	Graphic design for Social Media					$9,300.00
CASEGUARD	Studio Lite Plan Subscription					$5.174.00
CELLBRITE USA	Cell phone data retrieval					$7,300.00
DARKTRACE LIMITED	Enterprise Security System				48 Month Term	$95,000.00
DELL	Desktops, Laptops and Monitors – Cyber Security, Carbon Black	DIR-SDD-1951				$400,000.00
DELL FINANCIAL	New Backbone Equipment for Server Room	DIR-TSO-3763			2023-2027	$237,109.72
DELL FINANCIAL	Isolon Equipment				2025-2030	$98,362.25
DOCUSIGN	Electronic Signature					$20,000.00
EAST TEXAS ALARM	Avigilon Server			Centralized all cameras and security to City Hall Server		
ELEMENT LEARNING	Bridge for City U					$8,500.00
EPR SYSTEMS	Case Mgmt for Fire Dept					$30,000.00
ESRI	GIS Annual Maint/Licenses	DIR-TSO-3446		Buying direct from the vendor to cost savings		$115,000.00

FARONICS TECH	Deep Freeze Cloud Software					$$8,000.00
FLAIR DATA SYSTEMS	Professional Services, Cisco, Meraki	DIR-TSO-4167 DIR-TSO-4166		Provider of Prof services for Cisco Phone System and Hardware, Headend Hardware and WIFI		$200,000.00
FLOCK SAFETY	Outdoor Cameras					$12,000.00
GRAMMARLY, INC	Writing Assistant					$34,000.00
GRANICUS	Peak Agenda & Website					$94,568.00
IMAGE TREND	Fire Software				C-A-1 dated April 28, 2021	$63,886.00
INNOVATIVE INTERFACES	Sierra Library Software				Vendor source for Sierra Library Software	$44,000.00
ITPIPES	Web User Subscription for CityWorks					$21,000.00
JMAC SUPPLY	Ditek					$15,000.00
JOE GODDARD ENTERPRISES	Outdoor Warning Sirens; Federal Siren Annual Maintenance & Professional Services			Only vendor in our area contracted with Federal Signal to install and work on Outdoor Warning Sirens		$87,710.00
KNOWBE4	Security Awareness Training					$41,081.00
LANGAN ENG AND ENVIRO SERVICES	ARCGIS Enterprise					$23,688.00
LANSWEEPER	PC Inventory					$8,200.00
LEADS ONLINE	Real time Investigation System Serv Pkg					$28,954.00
LEPIDE USA	Data Security					$7,300.00
LINKO	Software for Water Treatment Plant					$15,000.00
LOGICALLY	Network Security					$55,000.00

MAGNET FORENSICS	Annual license renewal for GrayKey Advanced				For Police Dept. Forensics	$52,000.00
MARK III SYSTEMS	Cisco, IBM, Dell, Hardware Professional Services for Cisco, Citrix, Cistera, Commvault, Control Up IBM, Lenovo, MS, Quick Start, Stratodesk, Turbonomics, VMWare & Zerto	DIR-TSO-3809 4167 3997		5 year Hardware/Software Contract		$250.000.00
MICROSOFT	Unified Enterprise Support			Annual renewal for Support	Cost Sharing Agreement with Smith County	$32,000.00
MOBILE WIRELESS	NetMotion Maintenance			NetMotion Mobility Maintenance		$30,000.00
NEARMAP	Oblique for Gov't					$24,940.60
NEOGOV	HR Software					$20,500.00
NETSYNC	Stealthwatch					$9,980.00
NETWRIX	IT Auditing					$10,000.00
NEWEDGE SERVICES	CityWorks Application			CityWorks Hosting		$40,000.00
OPTIMUM	Dark Fiber/Intranet Annual Billing				10 Year Contract Signed 11/09/16 CC: C-A-1 dated 11/9/16	$315,990.00
OPTIMUM – CABLE	Cable, DCTs and Internet				10 Year Contract Signed 11/09/16 CC: C-A-1 dated 11/9/16	$22,073.00
PRESCRIPTIVE DATA SOLUTIONS	Cisco, Meraki	DIR-TSO-4167 DIR-TSO-4166		Headend hardware, WIFI		$100,000.00
Q-MATON	Wonderware First Support and Insight Subs			Wonderware First Support and Aveva Insight Lite Plan Subscription		$18,000.00
SCREENCLOUD	Digital Signage Software					$15,000.00
SHI GOVERNMENT	Annual Support Nagios, Nessus, MS Windows Remote Desktop, Win	MS DIR-TSO-		Nagios TIPS Contract #230105		$556,000.00

	Srvr Data Center, and MS True Up, Azure, TippingPoint SonicWall, Sophos and Adobe	4108, DIR-TSO-4092, DIR-TSO-3781		SHI is used as open market provider of Sophos, TippingPoint and Adobe products at lower cost		
SPS VAR	SpoolIt					50,000.00
STOLZ	MAX FSA-PSP EXTENDED SERVICE PLAN	BUY BOARD 604-20		Eventide		$64,275.00
SUPERION (CENTRAL SQUARE TECHNOLOGIES)	Annual Maintenance for Naviline Financial Software, OneSolution, OSSI, TrakiT, GOVNow, EAM, Intellitime, and Professional Services on Software			We work directly with vendor as a sole source.	TrakiT Contract 5301-1 signed 6/2/16 and GOVNow Contract 10124 signed 12/29/14	$600,000.00
TDC GROUP	Freeance Mobile, Mobile Pro/ AVL and Web Software and Maintenance Support for CityWorks					$16,508.00
TEXAS DEPT OF INFORMATION RESOURCES	Phone SIP Trunking					$48,000.00
TYLER TECHNOLOGIES	Annual Maintenance for Incode and Executime			Executime is our payroll time clock, computer login and IVR software-Incode is software for Municipal Court	Incode CC: R-1 dated 12/13/17 Contract # 2017-0153	$120,000.00
UT HEALTH EMS COMMUNICATIONS	Annual Tower, bldg. & radio Tower System Lease & Mgmt & Professional Services for Sirens			Radio Consortium		$217,419.00
VECTOR	Maintenance Fee and Premier Membership Platform					$16,000.00
VERIZON	Wireless Cellular Connection	DIR-TSO-3415		Increase to add funds for redundant cell service for patrol laptops		$79,000.00
VIA	Transit Software					$27,000.00

WONDERWARE	Annual Support Renewal – Premium Level			Water Treatment Plant Support Renewal		$21,653.00
XEROX	All City MFP Copiers	DRI-PMD-MSA-438			4 Year Contract CC: C-A-1 dated 11/8/17, New 4 Year contract with Water Business and Smith Co. Jail	$138,870.00
ZOHO	Hardware Inv & Help Desk, Legal Desk and HR Desk Software					$40,809.00

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-3

Date: September 24, 2025

Subject: Request that the City Council consider authorizing the City Manager to approve the purchase of one Rough Terrain Vehicle (RTV) from Lowe Tractor for Stormwater for a total purchase price of $23,533.85 through Sourcewell Contract #12624-kba.

Item Reference:

The fleet replacement program budgets for departments to replace their vehicles on a regular schedule, particularly those with mileage and/or maintenance cost expectations. After meeting with the Stormwater, it was decided Stormwater needed to be add to the fleet. Lowe Tractor has one in stock for immediate delivery under Sourcewell Contract #12624-kba for a purchase price of $23,533.85.

Funds are available from Stormwater Account 575-0748-748-08-08.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to purchase one Rough Terrain Vehicle (RTV) from Lowe Tractor for Stormwater for a total purchase price of $23,533.85 through Sourcewell Contract #12624-kba.

Attachments:
City of Tyler RTVX4 4-Seater Diesel Unit for Sprayer

Drafted/Recommended By:
Department Leader Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

Sourcewell
Ground Maintenance, CE, Utility
Tractors, Mowers, RTV's - 112624-KBA
Ag Tractors with Related Attachments - 082923-KBA
NJPA Arkansas 4600041718
Nebraska 14777 (OC)
Mississippi 8200067336

RTVX4-SCLA-1 WEB QUOTE #2905061
Date: 8/22/2025 7:16:20 AM
-- Customer Information --
Schreck, Deborah
33152
City of Tyler
dschreck@tylertexas.com
9035311323

Features -- -- Custom Options --

Kubota

V Series RTVX4-SCLA-1

* * * EQUIPMENT IN STANDARD MACHINE * * *

DIESEL ENGINE
Model Kubota D1105
3 Cyl. 68.5 cu in
+23.3 Gross Eng HP
60 Amp Alternator

TRANSMISSION
VHT-X
Variable Hydro Transmission
Forward Speeds:
Low 0 - 15mph
High 0 - 25 mph
Reverse 0 - 17mph
Limited-slip Front Differential
Rear differential lock

HYDRAULICS
Hydrostatic Power Steering
Hydraulic Cargo Dump
Hydraulic Oil Cooler

FLUID CAPACITY
Fuel Tank 7.9 gal
Cooling 8.6qts
Engine Oil 4.3 qts
Transmission Oil 1.8 gal
Brake Fluid 0.4 qts

CARGO BOX

	1-Row Mode	2-Row Mode
Width	57.7 in	57.7 in
Length	51.1 in	26.0 in
Depth	11.2 in	11.2 in
Load Capacity	1102 lbs	661 lbs
Vol. Capacity	19.1 cu.ft.	9.9 cu. ft.

+ Manufacturer Estimate

TIRES AND WHEELS
ATV: Front/Rear 25 x 10 - 12, 6 ply

KEY FEATURES
Digital Multi-meter
Speedometer
Front Independent Adjustable Suspension
Rear Independent Adjustable Suspension
Brakes - Front/Rear Wet Disc
Rear Brake Lights / Front Headlights
2" Hitch Receiver, Front and Rear
Deluxe 60/40 split bench front seats
with driver's side seat adjustment
Rear Bench Seat
Underfrontseat Storage Compartments
Lockable Glove Box
Front Guard (radiator guard and bumper)
Factory Spray-on Bedliner - "L" Models Only

SAFETY EQUIPMENT
SAE J2194 & OSHA 1928 ROPS
Horn
Dash-mounted Parking Brake
Spark Arrestor Muffler
Retractable 2-point Seat Belts
Rear Protection Screen

DIMENSIONS
Width 63.2 in
Height 79.7 in
Length 142.1 in
Wheelbase 98.2 in
Tow Capacity 1300 lbs
Ground Clearance F/R 11.2in / 9.4in
Suspension Travel 8.0 in
Turning Radius 17.1 ft

RTVX4-SCLA-1 Base Price:	$22,549.00
Selected Kubota Attachments	
(1) PLASTIC CANOPY 77700-VC5043-PLASTIC CANOPY	$871.13
(1) WINDSHIELD TEMPERED GLASS (AS2) 77700-VC5025-WINDSHIELD TEMPERED GLASS (AS2)	$1,192.36
(1) STROBE LIGHT 77700-VC5056-STROBE LIGHT	$230.24
(1) WIRE HARNESS KIT / MULTIPLE ACCESSORY 77700-VC5080-WIRE HARNESS KIT / MULTIPLE ACCESSORY	$231.27
(1) TURN SIGNAL/LIGHT KIT K7121-99610-TURN SIGNAL/LIGHT KIT	$270.45
(1) WINCH KIT 4500LBS VRX TWO ROW 77700-11555-WINCH KIT 4500LBS VRX TWO ROW	$743.83
Total Kubota Attachments:	$3,539.28
Total Attachments:	$3,539.28
Configured Price:	$26,088.28
Sourcewell Discounts:	
Kubota Items:	($5,739.42)
Total Discount:	($5,739.42)
SUBTOTAL:	$20,348.86
Kubota Item Fees:	
Dealer Assembly:	$687.50
Freight Cost:	$712.50
PDI:	$400.00
Attachment Installation/Prep Unit/Delivery	$1,300.00
Title Fee	$55.00
TX HE TAX	$29.99
Total Unit Price:	$23,533.85
Quantity Ordered:	1
Final Sales Price:	$23,533.85

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer.

DRAFT

***All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price.** All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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198.143.57.21

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-4

Date: September 24, 2025

Subject: Request that the City Council consider authorizing the City Manager to award sole source procurement to Martin Marietta, for Tyler 1L concrete during Fiscal Year 2025-2026.

Item Reference: **TEX. LOC. GOV'T CODE ANN., Â§ 252.001; City Code Section 2-6; Texas Local Government Code, Chapter 252.022**

On August 8, 2025, and August 15, 2025, annual price agreements were published for Type 1L concrete for fiscal year 10/01/2025 through 09/30/2026. The closing date was August 26, 2025, no bids were received.

Martin Marietta, is the sole source procurement for Type 1L concrete in Tyler, Texas. Martin Marietta, is located at 4200 Old Troup Hwy, Tyler, Texas. The next closest in proximity vendor is Texas Material, which is located at 320 Iron Horse Drive, Terrell, Texas.

In order to maintain productivity, it is recommended that Fiscal Year 2025 - 2026 Type 1L material be procured solely through Martin Marietta.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to award sole source procurement to Martin Marietta, for Type 1L concrete, during Fiscal Year 2025-2026.

Attachments:
Blank Form 3-36 RFQ _25-049 Concrete.pdf

Drafted/Recommended By:
Department Leader Sara McCracken, Street and Stormwater Manager

Edited/Submitted By:
City Manager

REQUEST FOR QUOTATION

THIS IS NOT AN ORDER

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

Telephone: (903) 531-1232

August 8, 2025
DATE MAILED

Quote No: **25-049**
(Number must appear on ALL correspondence)

Closing Time: 2:00 pm

Closing Date: **August 26, 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. Quotes 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.

Sherry Pettit
Purchasing Manager

Sealed quotes to furnish the following will be received in the Purchasing Office @ 304 North Border, Tyler, Texas 75702, Attn: Sherry Pettit until **August 26, 2025,** and opened by City Staff in the City Council Chambers @ 212 North Bonner, City Hall, 2nd Floor @ 2:00 pm on **August 26, 2025.**

Estimated annual requirements of Type 1L Concrete for fiscal year 10/01/2025 through 09/30/2026; All in accordance with the City of Tyler specifications.

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

DATA SHEETS: All bidders 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 quotation.

DELIVERY: Delivery must be stated in your quote 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 bids 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 bid 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 quotation.

Net 30
INVOICING TERMS

COMPANY NAME

DATE

AUTHORIZED REPRESENTATIVE (print)

SIGNATURE

See other side for TERMS AND CONDITIONS

* All Quotes Must Be Signed

TERMS AND CONDITIONS

Quotations are requested for furnishing the items described herein in accordance with the terms set forth. **ALL QUOTATIONS 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.

Quotes 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 quote 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: **APPLIES TO ALL CONTRACTS VALUED OVER $25,000**.

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.

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: August 8, 2025

BID #: 25-049

CLOSING TIME: 2:00 p.m.

CLOSING DATE: August 26, 2025

PROPOSERS MUST COMPLETE THIS SECTION

Item No.	Qty.	Description	Brand	Unit Price	Total Net Price
		City of Tyler requests firm prices on annual requirements for Type 1L Concrete for fiscal year October 1, 2025 through September 30, 2026. Prices are requested per ton on the following mixes of estimated quantity requirements.			
1.	250	Type 1L Cement must comply with ASTM C595 and applicable local specifications. Shall be suitable for use in structural and general concrete applications.			
				TOTAL:	
		NOTE: ***Concrete to be ordered as needed and delivered to the job site. ***Bidders should state on their quote any minimum CU YD requirements. ***Bidders should state on their quote any delivery charges. *** Questions concerning specifications should be directed to Tony Vickers, Street Department Foreman @ 903-531-1393			

		***Questions concerning Bid submittal process should be directed to Sherry Pettit, Purchasing Manager @ 903-531-1232			
		PLEASE FURNISH THE FOLLOWING INFORMATION:			
		BUSINESS NAME:			
		MAILING ADDRESS:			
		REMITTANCE ADDRESS:			
		PHONE NUMBER:			
		PRIMARY CONTACT NAME:			
		EMAIL:			

Specifications:

This contract shall remain in effect until contract expires, delivery / completion of services ordered or terminated by either party with thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. The City of Tyler reserves the right to award canceled contract to the next lowest and best bidder as it deems to be in the best interest of the City.

It is expressly understood and agreed that in case the City of Tyler should need any item(s) not available within the time frame needed from the successful vendor during the term of this Contract, the City of Tyler reserves the right to purchase these items from a vendor other than the successful vendor and shall not be in violation of any terms or conditions of said Contract.

Estimated quantities are based on the best available information and do not constitute an order. The City makes no guarantee to purchase the amounts estimated by any amount and will purchase items deemed necessary to meet its needs without any adjustments in the bid. **Orders will be placed on an as-needed basis**.

State law, at Texas Local Government Code Section 271.9051, provides that a municipality with a population of less than 250,000 may enter into a contract for an expenditure of less than $100,000 to either the lowest bidder or bidder whose principal place of business is in the municipality. This applies to purchases of any real property, personal property that is not affixed to real property, and to services. The award to the local bidder is dependent upon the bid being within 5 percent of the lowest bid and a written determination that the local bidder offers the best combination of contract price and economic opportunities to the municipality. The State law provides that the local bidder preference does not apply to the purchase of telecommunications or information services. The local bidder preference will be a factor in awarding the bid.

As part of your response to this bid request, please include a copy of the company's core competencies, business ethics, and vision statement.

The City reserves the right to accept or reject all or any part of a bid and accept the offer considered most

advantageous to the City of Tyler.

Any manufacturer's names, trade names, brand names or catalog numbers used in the solicitation are for the purpose of describing and/or establishing the quality, design and performance required.

Bids/Offers submitted as alternates, "equals" or on the basis of exceptions to specific conditions of purchase and/or required specifications, MUST be submitted with and attachment referencing the specific paragraph numbers and adequately defining the exception submitted. Detailed product or service literature, suitable for evaluation, must be submitted with the bid/offer, samples of each product requested must be submitted with the bid/offer. If no exceptions are taken, the City will expect and require complete compliance with the specifications and conditions of purchase.

VENDOR LIST

25-049 Type 1L Concrete

MARTIN MARIETTA	4200 OLD TROUP HWY	TYLER, TX 75702	561-3636 / 534-2997
East-Ted Concrete	PO Box 29955	Dallas, TX 75229	972-523-7735

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-5

Date: September 24, 2025

Subject: Request that the City Council consider adopting an Ordinance approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division, regarding the Company's 2025 rate review mechanism ("RRM") filing.

Item Reference:

The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2025, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2024, entitled it to additional system-wide revenues of $245.2 million.

Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to $225.6 million, $163.5 million of which would be applicable to ACSC members. After reviewing the filing and conducting discovery, ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be $185.6 million instead of the claimed $245.2 million.

After several settlement meetings, the parties have agreed to settle the case for $205.6 million. This is a reduction of $20 million to the Company's initial request. This includes payment of ACSC'S expenses. The Effective Date for new rates is October 1, 2025. ACSC members should take action approving the Resolution/Ordinance before October 1, 2025.

RATE TARIFFS

Atmos generated rate tariffs attached to the Resolution/Ordinance that will generate $205.6 million in additional revenues. Atmos also prepared a Proof of Revenues supporting the settlement figures. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

BILL IMPACT
The impact of the settlement on average residential rates is an increase of $7.83 on a monthly basis, or 9.27%. The increase for average commercial usage will be $25.73 or 6.56%. Atmos provided bill impact comparisons containing these figures.

SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on October 1, 2025, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates.
Comparison to Other Mid-Tex Rates (Residential)

Average Bill Compared to RRM Cities
RRM Cities: $54.68 -
DARR: $58.57 $3.89
ATM Cities: $57.39 $2.71
Environs: $55.96 $1.28

Note: ATM Cities and Environs rates are as-filed. Also note that DARR uses a test year ending in September rather than December.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover $245.2 million in additional system-wide revenues, the RRM settlement at $205.6 million for ACSC members reflects substantial savings to ACSC cities. Settlement at $205.6 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution/Ordinance before October 1, 2025. New rates become effective October 1, 2025.

RECOMMENDATION:

Request that the City Council consider adopting the attached Ordinance approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC" or "Steering Committee") and ATMOS ENERGY CORP., MID-TEX DIVISION ("Atmos MID-TEX" or "Company") regarding the Company's 2025 rate review mechanism ("RRM").

Attachments:
Atmos Mid-Tex 2025 RRM Ordinance
Attachment 1_CY24 MTX RRM - Tariffs
Attachment 2_CY24 MTX RRM - Pension Benchmark
CY24 MTX RRM - Average Bill

Drafted/Recommended By:
Department Leader Deborah Pullum, City Attorney

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2025-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2025 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

WHEREAS, the City of Tyler Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of similarly-situated cities served by Atmos Mid-Tex ("ACSC Cities") that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program ("GRIP") process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2025 Atmos Mid-Tex filed its 2025 RRM rate request with ACSC Cities based on a test year ending December 31, 2024; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2025 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of $205.6 million on a system-wide basis with an Effective Date of October 1, 2025; and

WHEREAS, ACSC agrees that Atmos plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications.

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

PART 1. That the findings set forth in this Ordinance are hereby in all things approved.

PART 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of $205.6 million on a system-wide basis

represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2025 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

PART 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

PART 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional $205.6 million on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

PART 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

PART 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of ACSC in processing the Company's 2025 RRM filing.

PART 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

PART 8. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

PART 9. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions

of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

PART 10. That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2025.

PART 11. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701

PASSED AND APPROVED, on this ____ day, of _____ 2025.

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

ATTEST:

_____
CASSANDRA BRAGER, CITY CLERK

APPROVED AS TO FORM:

_____
DEBORAH G. PULLUM, CITY ATTORNEY

ORDINANCE NO. O-2025-__
ATTACHMENT #1

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**R – RESIDENTIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Application
Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	$ 23.65 per month
Rider CEE Surcharge	$ 0.03 per month[1]
Total Customer Charge	$ 23.68 per month
Commodity Charge – All Ccf	$ 0.74748 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

[1]Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2025.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**C – COMMERCIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Application
Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	$ 94.00 per month
Rider CEE Surcharge	$ 0.01 per month[1]
Total Customer Charge	$ 94.01 per month
Commodity Charge – All Ccf	$ 0.22261 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Presumption of Plant Protection Level
For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx-div-plantprotection@atmosenergy.com.

[1] Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2025.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**I – INDUSTRIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Application
Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 200 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 200 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 1,848.75 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.7678 per MMBtu
Next 3,500 MMBtu	$ 0.5623 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.1206 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**I – INDUSTRIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Presumption of Plant Protection Level
For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx-div-plantprotection@atmosenergy.com.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Application
Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

This tariff is not available to customers with a maximum daily demand of 1,000 MMBtu or greater and a daily/annual load factor of 10% or less. Load factor is calculated as follows: annual usage / (maximum daily connected demand X 365). Load factors will be recalculated once each year to determine appropriate eligibility for Rate T.

Type of Service
Company's receipt and delivery of all gas quantities under the applicable Transportation Agreement will be on a wholly interruptible basis subject to the Terms and Conditions incorporated in the Transportation Agreement. If Customer is an Industrial Customer, then Customer may elect, at the reasonable discretion of Company, to contract for Plant Protection transportation quantities defined as the minimum natural gas required to prevent physical harm and/or protect critical safety to the plant facilities, plant personnel, or the public when such protection cannot be achieved through the use of an alternate fuel. Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 1,848.75 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.7678 per MMBtu
Next 3,500 MMBtu	$ 0.5623 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.1206 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Imbalance Fees
All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees
Customer shall pay Company the greater of (i) $0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

Overpull Fee
Upon notification by Company of an event of interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement
A transportation agreement is required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**SUR – SURCHARGES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Application

This Rider is applicable to customer classes in the incorporated areas under the RRM tariff as authorized by the state or any governmental entity, a municipality, or a regulatory authority pursuant to any statute, ordinance, order, rule, contract, or agreement.

Monthly Calculation

Surcharges will be calculated in accordance with the applicable statute, ordinance, order, rule, contract, or agreement.

FASB ASC 740-10 (Fin48) Refund

Applicable to Customers taking service under Rate Schedules R – Residential, C – Commercial, I – Industrial and T – Transportation.

To ensure that gas utility customers receive the benefit associated with the changes in the Company's Uncertain Tax Positions ("UTPs") arising from recognition of Texas Margin Tax returns.

The decrease shall be calculated as follows:

Beginning with implementation of rates from the negotiated RRM Tariff, and annually thereafter, the portion of UTP liabilities identified in Schedule FIN48-1.1 for the prior fiscal year shall be allocated based on the final class allocations of GUD No. 10170 as per the RRM Tariff, divided by the annual bill count to derive rates to be refunded through Rider SUR in the subsequent fiscal year. Each year's calculation will include a true-up (+ or -) due to account for over/under collections. Amounts identified in Schedule FIN48-1 shall be adjusted to reflect any audit adjustments received from the Texas Comptroller of Public Accounts.

No action on the part of the Regulatory Authority is required to give effect to the amount to be refunded to customers. However, any amount refunded to customers shall be fully subject to review for reasonableness and accuracy in the gas utility's next statement of intent proceeding with the Railroad Commission of Texas, and if applicable, the gas utility shall be required to reconcile any discrepancies.

The following refund as authorized in the most recent negotiated RRM Tariff shall be refunded to each Rate Schedules R – Residential, C – Commercial, I – Industrial and T – Transportation customer's monthly bill in each month for a 12-month period. The refund amount by month by Rate Schedule is shown in the table below:

Rate Schedules	Rate
Rate R – Residential Sales	$ (0.12)
Rate C – Commercial Sales	$ (0.41)
Rate I – Industrial Sales	$ (8.68)
Rate T – Transportation	$ (8.68)

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**TAX – TAX ADJUSTMENT**	
APPLICABLE TO:	**Entire Division as Set Forth Below**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	**PAGE:**

Application

Applicable to Customers taking service under Rate R, Rate C, Rate I, and Rate T, except for exempt State Agency Customers, to the extent of state gross receipts taxes only.

1. **State Gross Receipts Taxes**

Applicability - Entire Division except for Unincorporated Areas

Each monthly bill shall be adjusted for Miscellaneous state gross receipts taxes imposed by Sections 182-021 - 182-025 of the Texas Tax Code.

Entire Division

Each monthly bill shall also be adjusted by an amount equivalent to the amount of all applicable taxes and any other governmental impositions, rentals, fees, or charges (except state, county, city, and special district ad valorem taxes and taxes on net income) levied, assessed, or imposed upon or allocated to Company with respect to the Gas Service provided to Customer by Company, and any associated facilities involved in the performance of such Gas Service. Each monthly bill shall also be adjusted by an amount equivalent to the proportionate part of any increase or decrease of any tax and any other governmental imposition, rental, fee, or charge (except state, county, city, and special district ad valorem taxes and taxes on net income) levied, assessed, or imposed subsequent to the effective date of this tariff, upon or allocated to Company's operations, by any new or amended law, ordinance, or contract.

2. **Federal or State Tax Law or Rate Changes:**

Applicability – All Customers in the Mid-Tex Division ("MTX") Under the RRM Tariff

Applicable to Customers taking service under Rate R, Rate C, Rate I, and Rate T.

To ensure that gas utility customers receive the benefits or costs associated with the changes in tax rates at a federal or state level, MTX shall establish and accrue on its books and records, as of the effective date of the federal or state tax law or rate change: 1) regulatory liabilities to reflect the impact of a decrease in federal corporate income tax rates or state margin tax rates; or, 2) regulatory assets to reflect the impact of an increase in federal corporate income tax rates or state margin tax rates.

The gas utility may not change rates to give effect to a change in Federal or State Tax law or rates through the Rider TAX unless and until the city issues final authorization, an Accounting Order, or other express guidance authorizing such recovery through the RRM process.

Company may also not change rates to capture the impacts associated with the effects of Public Law 117-169, 136 STAT. 1818 of August 16, 2022 ("Tax Act 2022") and certain other tax-related costs that will change from the amounts included in the most recent base revenue requirement established through an RRM filing unless and until the city issues a final authorization, an Accounting Order, or other express guidance authorizing such recovery.

Upon receipt of authorization from the city through an Accounting Order, final authorization or other express guidance, the calculation applicable to the aforementioned federal or state tax rate or law changes are as follows; however, to the extent there is a conflict between the calculation or methodology

prescribed by an Accounting Order, final authorization, or other express guidance, and those contained in this rate schedule, the Accounting Order, final authorization, or other express guidance controls:

Calculations

1. With regard to changes in the tax rates at a federal or state level, the increase or decrease shall be calculated as follows:

    a. A portion of the gas utility's revenue representing the difference between: 1) the cost of service as approved by the Commission or the applicable regulatory authority in the gas utility's most recent statement of intent or other rate proceeding, and 2) the cost of service that would have resulted had the rates been based on the new federal income tax rate (increase or decrease) or state margin taxes (increase or decrease), as of the effective date of the change;
    b. If applicable, the portion of the gas utility's revenue representing the difference between: 1) each Interim Rate Adjustment surcharge approved by the regulatory authority since the gas utility's most recent statement of intent or other rate proceeding, and 2) each Interim Rate Adjustment surcharge that would have resulted had the surcharges been based on the new federal income tax rate (increase or decrease) or state margin taxes (increase or decrease), as of the effective date of the change; and
    c. The excess or deficient deferred tax reserve, including any associated gross up in taxes, caused by the reduction or increase in the federal corporate income tax rate or state related tax increases, as of the effective date of the change.

Upon the receipt of authorization from the Commission or applicable regulatory authority, the gas utility shall separately refund to customers based on a decrease in federal or state tax rates or separately collect from customers based on an increase in federal or state tax rates within twelve (12) months or, pursuant to applicable Internal Revenue Code ("IRC") rules and regulations, as follows:

    d. The amount collected/refunded by the gas utility that reflects the difference in base rates between: 1) the cost of service approved by the regulatory authority in the gas utility's most recent statement of intent rate proceeding, and 2) the cost of service that would have resulted had the rates been based upon the new federal or state tax rates, between the effective date of this order and the effective date of the changes.
    e. If applicable, the amount collected/refunded by the gas utility that reflects the difference between: 1) each Interim Rate Adjustment surcharge approved by the Commission or the regulatory authority since the gas utility's most recent statement of intent rate proceeding, and 2) each Interim Rate Adjustment surcharge that would have resulted had the rates been based upon the new federal or state tax rates, between the effective date of this order and the effective date of the changes.
    f. The amount collected/refunded by the gas utility that reflects the difference in the excess or deficient deferred tax reserve included in base rates between: 1) the cost of service approved by the Commission or the regulatory authority in the gas utility's most recent statement of intent rate proceeding, and 2) the cost of service that would have resulted had the rates been based upon the new federal or state tax rates, between the effective date of this order and the effective date of the changes. These amounts shall be refunded or collected from customers based upon IRC rules and regulations if applicable.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**TAX – TAX ADJUSTMENT**	
APPLICABLE TO:	**Entire Division as Set Forth Below**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	**PAGE:**

2. With regard to the Tax Act 2022 and certain other tax-related costs that will change from the amounts included in the base revenue requirement established through an RRM filing, any change in rates shall be calculated as follows:

   (a) The amount shall be calculated as the product of Company's grossed-up rate of return authorized in the cost of service as approved by the Commission or the applicable regulatory authority in the gas utility's most recent statement of intent or other rate proceeding times the Corporate Alternative Minimum Tax deferred tax asset ("CAMT DTA") estimated at September 30 of the fiscal year or applicable quarter-end within a fiscal year prior to the annual change in the rates pursuant to this tariff, less the income tax credits received in accordance with IRC requirements applicable to the Tax Act 2022 grossed-up for income taxes to a revenue equivalent.

   (b) The estimated CAMT DTA and the related effects on the rider revenue requirements shall be trued up to the actual effects in the following year and the over/under recovery amortized over the twelve months that each year's recalculated tariff rates are in effect. The over/under recovery shall include a grossed-up rate of return as authorized in Company's most recent statement of intent or other rate proceeding.

   (c) The methodology for computing Company's CAMT is as follows:

      i. Confirm when Atmos Energy Corporation and its affiliates are subject to CAMT as an "applicable corporation" as defined the Tax Act 2022, then there will be MTX's CAMT DTA in the tariff.

      ii. Calculate the Mid-Tex Division's (MTX) contribution to Adjusted Financial Statement Income ("AFSI") on a stand-alone basis. MTX's AFSI is calculated by adjusting MTX's applicable financial statement income by adjustments to depreciation, pension costs and federal income tax to arrive at AFSI. AFSI is intended to be computed consistent with applicable IRC requirements.

      iii. Compare MTX's CAMT stand-alone amount with MTX's regular stand-alone tax liability. If the stand alone CAMT is in excess of the stand-alone regular tax, the CAMT DTA is recorded to MTX.

If the Internal Revenue Service issues new guidance related to the Tax Act 2022, Company shall have the right to make additional filings to recognize such adjustments.

Any Commission filing made to give effect to Federal or State Tax Law or Rate Changes shall be filed within 12-months following the enactment of a tax rate change with the Commission's Oversight and Safety Division or as part of a Statement of Intent.

Any city filing made to give effect to Federal or State Tax Law or Rate Changes shall be filed within 12-months following the enactment of a tax rate change and addressed to the city official at the address of record with the Mid-Tex Division.

With the exception of the authorization required from the Commission to allow the gas utility to recognize the new federal income tax rate (increase or decrease) or state taxes (increase or decrease) or the impacts associated with the effects of the Tax Act 2022 and certain other tax-related costs that will change from the amounts included in the base revenue requirement in the last approved RRM Tariff filing, no action on the part of the regulatory authority is required to give effect to the amount to be refunded or

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**TAX – TAX ADJUSTMENT**	
APPLICABLE TO:	**Entire Division as Set Forth Below**	
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collected from customers. However, any amount refunded or collected from customers shall be fully subject to review for reasonableness and accuracy in the gas utility's next statement of intent proceeding, and if applicable, the gas utility shall be required to reconcile any discrepancies.

Regulatory orders issued pursuant to this mechanism are ratemaking orders and shall be subject to appeal under Sections 102.001(b) and 103.021, et seq., of the Texas Utilities Code (Vernon 2007). Rate changes subject to the provisions of this tariff may be implemented upon the filing of an appeal to the relevant authority.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**WNA – WEATHER NORMALIZATION ADJUSTMENT**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf

R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.

HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class

NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

ADD = billing cycle actual heating degree days.

BI_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the jth customer in ith rate schedule is computed as:

$WNA_i = WNAF_i \times q_{ij}$

Where q_{ij} is the relevant sales quantity for the jth customer in ith rate schedule.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**WNA – WEATHER NORMALIZATION ADJUSTMENT**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Base Use/Heat Use Factors

	Residential		Commercial	
Weather Station	Base use Ccf	Heat use Ccf/HDD	Base use Ccf	Heat use Ccf/HDD
Abilene	9.61	0.1476	91.65	0.7406
Austin	8.19	0.1394	183.99	1.1581
Dallas	12.74	0.2017	193.53	1.1001
Waco	9.23	0.1277	148.26	0.7631
Wichita Falls	10.43	0.1387	122.94	0.7038

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at www.atmosenergy.com/MTXtariffs, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

ORDINANCE NO. O-2025-__
ATTACHMENT #2

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2024

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Supplemental Executive Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark - Fiscal Year 2025 Willis Towers Watson Report as adjusted	$ 572,372	$ (649,253)	$ 882,931	$ (3,920,499)	$ 65,943	
2	Allocation Factor	46.27%	46.27%	84.14%	84.14%	100.00%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	$ 264,856	$ (300,432)	$ 742,888	$ (3,298,664)	$ 65,943	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4)	$ 264,856	$ (300,432)	$ 742,888	$ (3,298,664)	$ 65,943	$ (2,525,408)
6							
7	O&M Expense Factor	76.41%	76.41%	39.54%	39.54%	10.97%	
8							
9	Summary of Costs to Approve:						
10	Total Pension Account Plan	$ 202,374		$ 293,727			$ 496,101
11	Total Post-Employment Benefit Plan		$ (229,557)		$ (1,304,242)		(1,533,799)
12	Total Supplemental Executive Benefit Plan					$ 7,231	7,231
13	Total (Ln 10 + Ln 11 + Ln 12)	$ 202,374	$ (229,557)	$ 293,727	$ (1,304,242)	$ 7,231	$ (1,030,467)

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**R – RESIDENTIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Application
Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	$ 23.65 per month
Rider CEE Surcharge	$ 0.03 per month[1]
Total Customer Charge	$ 23.68 per month
Commodity Charge – All Ccf	$ 0.74748 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

[1]Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2025.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**C – COMMERCIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Application
Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	$ 94.00 per month
Rider CEE Surcharge	$ 0.01 per month[1]
Total Customer Charge	$ 94.01 per month
Commodity Charge – All Ccf	$ 0.22261 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Presumption of Plant Protection Level
For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx-div-plantprotection@atmosenergy.com.

[1] Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2025.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**I – INDUSTRIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Application
Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 200 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 200 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 1,848.75 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.7678 per MMBtu
Next 3,500 MMBtu	$ 0.5623 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.1206 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**I – INDUSTRIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Presumption of Plant Protection Level
For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx-div-plantprotection@atmosenergy.com.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Application
Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

This tariff is not available to customers with a maximum daily demand of 1,000 MMBtu or greater and a daily/annual load factor of 10% or less. Load factor is calculated as follows: annual usage / (maximum daily connected demand X 365). Load factors will be recalculated once each year to determine appropriate eligibility for Rate T.

Type of Service
Company's receipt and delivery of all gas quantities under the applicable Transportation Agreement will be on a wholly interruptible basis subject to the Terms and Conditions incorporated in the Transportation Agreement. If Customer is an Industrial Customer, then Customer may elect, at the reasonable discretion of Company, to contract for Plant Protection transportation quantities defined as the minimum natural gas required to prevent physical harm and/or protect critical safety to the plant facilities, plant personnel, or the public when such protection cannot be achieved through the use of an alternate fuel. Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 1,848.75 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.7678 per MMBtu
Next 3,500 MMBtu	$ 0.5623 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.1206 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Imbalance Fees
All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees
Customer shall pay Company the greater of (i) $0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

Overpull Fee
Upon notification by Company of an event of interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement
A transportation agreement is required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**SUR – SURCHARGES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Application

This Rider is applicable to customer classes in the incorporated areas under the RRM tariff as authorized by the state or any governmental entity, a municipality, or a regulatory authority pursuant to any statute, ordinance, order, rule, contract, or agreement.

Monthly Calculation

Surcharges will be calculated in accordance with the applicable statute, ordinance, order, rule, contract, or agreement.

FASB ASC 740-10 (Fin48) Refund

Applicable to Customers taking service under Rate Schedules R – Residential, C – Commercial, I – Industrial and T – Transportation.

To ensure that gas utility customers receive the benefit associated with the changes in the Company's Uncertain Tax Positions ("UTPs") arising from recognition of Texas Margin Tax returns.

The decrease shall be calculated as follows:

Beginning with implementation of rates from the negotiated RRM Tariff, and annually thereafter, the portion of UTP liabilities identified in Schedule FIN48-1.1 for the prior fiscal year shall be allocated based on the final class allocations of GUD No. 10170 as per the RRM Tariff, divided by the annual bill count to derive rates to be refunded through Rider SUR in the subsequent fiscal year. Each year's calculation will include a true-up (+ or -) due to account for over/under collections. Amounts identified in Schedule FIN48-1 shall be adjusted to reflect any audit adjustments received from the Texas Comptroller of Public Accounts.

No action on the part of the Regulatory Authority is required to give effect to the amount to be refunded to customers. However, any amount refunded to customers shall be fully subject to review for reasonableness and accuracy in the gas utility's next statement of intent proceeding with the Railroad Commission of Texas, and if applicable, the gas utility shall be required to reconcile any discrepancies.

The following refund as authorized in the most recent negotiated RRM Tariff shall be refunded to each Rate Schedules R – Residential, C – Commercial, I – Industrial and T – Transportation customer's monthly bill in each month for a 12-month period. The refund amount by month by Rate Schedule is shown in the table below:

Rate Schedules	Rate
Rate R – Residential Sales	$ (0.12)
Rate C – Commercial Sales	$ (0.41)
Rate I – Industrial Sales	$ (8.68)
Rate T – Transportation	$ (8.68)

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**TAX – TAX ADJUSTMENT**	
APPLICABLE TO:	**Entire Division as Set Forth Below**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	**PAGE:**

Application

Applicable to Customers taking service under Rate R, Rate C, Rate I, and Rate T, except for exempt State Agency Customers, to the extent of state gross receipts taxes only.

1. State Gross Receipts Taxes

Applicability - Entire Division except for Unincorporated Areas

Each monthly bill shall be adjusted for Miscellaneous state gross receipts taxes imposed by Sections 182-021 - 182-025 of the Texas Tax Code.

Entire Division

Each monthly bill shall also be adjusted by an amount equivalent to the amount of all applicable taxes and any other governmental impositions, rentals, fees, or charges (except state, county, city, and special district ad valorem taxes and taxes on net income) levied, assessed, or imposed upon or allocated to Company with respect to the Gas Service provided to Customer by Company, and any associated facilities involved in the performance of such Gas Service. Each monthly bill shall also be adjusted by an amount equivalent to the proportionate part of any increase or decrease of any tax and any other governmental imposition, rental, fee, or charge (except state, county, city, and special district ad valorem taxes and taxes on net income) levied, assessed, or imposed subsequent to the effective date of this tariff, upon or allocated to Company's operations, by any new or amended law, ordinance, or contract.

2. Federal or State Tax Law or Rate Changes:

Applicability – All Customers in the Mid-Tex Division ("MTX") Under the RRM Tariff

Applicable to Customers taking service under Rate R, Rate C, Rate I, and Rate T.

To ensure that gas utility customers receive the benefits or costs associated with the changes in tax rates at a federal or state level, MTX shall establish and accrue on its books and records, as of the effective date of the federal or state tax law or rate change: 1) regulatory liabilities to reflect the impact of a decrease in federal corporate income tax rates or state margin tax rates; or, 2) regulatory assets to reflect the impact of an increase in federal corporate income tax rates or state margin tax rates.

The gas utility may not change rates to give effect to a change in Federal or State Tax law or rates through the Rider TAX unless and until the city issues final authorization, an Accounting Order, or other express guidance authorizing such recovery through the RRM process.

Company may also not change rates to capture the impacts associated with the effects of Public Law 117-169, 136 STAT. 1818 of August 16, 2022 ("Tax Act 2022") and certain other tax-related costs that will change from the amounts included in the most recent base revenue requirement established through an RRM filing unless and until the city issues a final authorization, an Accounting Order, or other express guidance authorizing such recovery.

Upon receipt of authorization from the city through an Accounting Order, final authorization or other express guidance, the calculation applicable to the aforementioned federal or state tax rate or law changes are as follows; however, to the extent there is a conflict between the calculation or methodology

RIDER:	**TAX – TAX ADJUSTMENT**	
APPLICABLE TO:	**Entire Division as Set Forth Below**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	**PAGE:**

prescribed by an Accounting Order, final authorization, or other express guidance, and those contained in this rate schedule, the Accounting Order, final authorization, or other express guidance controls:

Calculations

1. With regard to changes in the tax rates at a federal or state level, the increase or decrease shall be calculated as follows:

    a. A portion of the gas utility's revenue representing the difference between: 1) the cost of service as approved by the Commission or the applicable regulatory authority in the gas utility's most recent statement of intent or other rate proceeding, and 2) the cost of service that would have resulted had the rates been based on the new federal income tax rate (increase or decrease) or state margin taxes (increase or decrease), as of the effective date of the change;
    b. If applicable, the portion of the gas utility's revenue representing the difference between: 1) each Interim Rate Adjustment surcharge approved by the regulatory authority since the gas utility's most recent statement of intent or other rate proceeding, and 2) each Interim Rate Adjustment surcharge that would have resulted had the surcharges been based on the new federal income tax rate (increase or decrease) or state margin taxes (increase or decrease), as of the effective date of the change; and
    c. The excess or deficient deferred tax reserve, including any associated gross up in taxes, caused by the reduction or increase in the federal corporate income tax rate or state related tax increases, as of the effective date of the change.

Upon the receipt of authorization from the Commission or applicable regulatory authority, the gas utility shall separately refund to customers based on a decrease in federal or state tax rates or separately collect from customers based on an increase in federal or state tax rates within twelve (12) months or, pursuant to applicable Internal Revenue Code ("IRC") rules and regulations, as follows:

    d. The amount collected/refunded by the gas utility that reflects the difference in base rates between: 1) the cost of service approved by the regulatory authority in the gas utility's most recent statement of intent rate proceeding, and 2) the cost of service that would have resulted had the rates been based upon the new federal or state tax rates, between the effective date of this order and the effective date of the changes.
    e. If applicable, the amount collected/refunded by the gas utility that reflects the difference between: 1) each Interim Rate Adjustment surcharge approved by the Commission or the regulatory authority since the gas utility's most recent statement of intent rate proceeding, and 2) each Interim Rate Adjustment surcharge that would have resulted had the rates been based upon the new federal or state tax rates, between the effective date of this order and the effective date of the changes.
    f. The amount collected/refunded by the gas utility that reflects the difference in the excess or deficient deferred tax reserve included in base rates between: 1) the cost of service approved by the Commission or the regulatory authority in the gas utility's most recent statement of intent rate proceeding, and 2) the cost of service that would have resulted had the rates been based upon the new federal or state tax rates, between the effective date of this order and the effective date of the changes. These amounts shall be refunded or collected from customers based upon IRC rules and regulations if applicable.

RIDER:	**TAX – TAX ADJUSTMENT**	
APPLICABLE TO:	**Entire Division as Set Forth Below**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	**PAGE:**

2. With regard to the Tax Act 2022 and certain other tax-related costs that will change from the amounts included in the base revenue requirement established through an RRM filing, any change in rates shall be calculated as follows:

   (a) The amount shall be calculated as the product of Company's grossed-up rate of return authorized in the cost of service as approved by the Commission or the applicable regulatory authority in the gas utility's most recent statement of intent or other rate proceeding times the Corporate Alternative Minimum Tax deferred tax asset ("CAMT DTA") estimated at September 30 of the fiscal year or applicable quarter-end within a fiscal year prior to the annual change in the rates pursuant to this tariff, less the income tax credits received in accordance with IRC requirements applicable to the Tax Act 2022 grossed-up for income taxes to a revenue equivalent.

   (b) The estimated CAMT DTA and the related effects on the rider revenue requirements shall be trued up to the actual effects in the following year and the over/under recovery amortized over the twelve months that each year's recalculated tariff rates are in effect. The over/under recovery shall include a grossed-up rate of return as authorized in Company's most recent statement of intent or other rate proceeding.

   (c) The methodology for computing Company's CAMT is as follows:

      i. Confirm when Atmos Energy Corporation and its affiliates are subject to CAMT as an "applicable corporation" as defined the Tax Act 2022, then there will be MTX's CAMT DTA in the tariff.

      ii. Calculate the Mid-Tex Division's (MTX) contribution to Adjusted Financial Statement Income ("AFSI") on a stand-alone basis. MTX's AFSI is calculated by adjusting MTX's applicable financial statement income by adjustments to depreciation, pension costs and federal income tax to arrive at AFSI. AFSI is intended to be computed consistent with applicable IRC requirements.

      iii. Compare MTX's CAMT stand-alone amount with MTX's regular stand-alone tax liability. If the stand alone CAMT is in excess of the stand-alone regular tax, the CAMT DTA is recorded to MTX.

If the Internal Revenue Service issues new guidance related to the Tax Act 2022, Company shall have the right to make additional filings to recognize such adjustments.

Any Commission filing made to give effect to Federal or State Tax Law or Rate Changes shall be filed within 12-months following the enactment of a tax rate change with the Commission's Oversight and Safety Division or as part of a Statement of Intent.

Any city filing made to give effect to Federal or State Tax Law or Rate Changes shall be filed within 12-months following the enactment of a tax rate change and addressed to the city official at the address of record with the Mid-Tex Division.

With the exception of the authorization required from the Commission to allow the gas utility to recognize the new federal income tax rate (increase or decrease) or state taxes (increase or decrease) or the impacts associated with the effects of the Tax Act 2022 and certain other tax-related costs that will change from the amounts included in the base revenue requirement in the last approved RRM Tariff filing, no action on the part of the regulatory authority is required to give effect to the amount to be refunded or

RIDER:	**TAX – TAX ADJUSTMENT**	
APPLICABLE TO:	**Entire Division as Set Forth Below**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	**PAGE:**

collected from customers. However, any amount refunded or collected from customers shall be fully subject to review for reasonableness and accuracy in the gas utility's next statement of intent proceeding, and if applicable, the gas utility shall be required to reconcile any discrepancies.

Regulatory orders issued pursuant to this mechanism are ratemaking orders and shall be subject to appeal under Sections 102.001(b) and 103.021, et seq., of the Texas Utilities Code (Vernon 2007). Rate changes subject to the provisions of this tariff may be implemented upon the filing of an appeal to the relevant authority.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**WNA – WEATHER NORMALIZATION ADJUSTMENT**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf

R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.

HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class

NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

ADD = billing cycle actual heating degree days.

BI_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the jth customer in ith rate schedule is computed as:

$WNA_i = WNAF_i \times q_{ij}$

Where q_{ij} is the relevant sales quantity for the jth customer in ith rate schedule.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**WNA – WEATHER NORMALIZATION ADJUSTMENT**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Base Use/Heat Use Factors

	Residential		Commercial	
Weather Station	Base use Ccf	Heat use Ccf/HDD	Base use Ccf	Heat use Ccf/HDD
Abilene	9.61	0.1476	91.65	0.7406
Austin	8.19	0.1394	183.99	1.1581
Dallas	12.74	0.2017	193.53	1.1001
Waco	9.23	0.1277	148.26	0.7631
Wichita Falls	10.43	0.1387	122.94	0.7038

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at www.atmosenergy.com/MTXtariffs, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2024

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Supplemental Executive Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark - Fiscal Year 2025 Willis Towers Watson Report as adjusted	$ 572,372	$ (649,253)	$ 882,931	$ (3,920,499)	$ 65,943	
2	Allocation Factor	46.27%	46.27%	84.14%	84.14%	100.00%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	$ 264,856	$ (300,432)	$ 742,888	$ (3,298,664)	$ 65,943	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4)	$ 264,856	$ (300,432)	$ 742,888	$ (3,298,664)	$ 65,943	$ (2,525,408)
6							
7	O&M Expense Factor	76.41%	76.41%	39.54%	39.54%	10.97%	
8							
9	Summary of Costs to Approve:						
10	Total Pension Account Plan	$ 202,374		$ 293,727			$ 496,101
11	Total Post-Employment Benefit Plan		$ (229,557)		$ (1,304,242)		(1,533,799)
12	Total Supplemental Executive Benefit Plan					$ 7,231	7,231
13	Total (Ln 10 + Ln 11 + Ln 12)	$ 202,374	$ (229,557)	$ 293,727	$ (1,304,242)	$ 7,231	$ (1,030,467)

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2024

Line No.	Description	Average Volumes	Current Rates	Proposed Rates	Current Average Bill	Proposed Average Bill	Amount Change	Percent Change
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
1	**Rate R @ 42.1 Ccf**							
2	Base Rates:							
3	Customer Charge		$ 22.95	$ 23.65	$ 22.95	$ 23.65	$ 0.70	
4	Consumption Charge (Ccf)	42.1	$ 0.58974	$ 0.74748	24.80	31.44	6.64	
5	Total Base Rates				$ 47.75	$ 55.09	$ 7.34	15.37%
6								
7	Gas Cost:							
8	Rider GCR Part A (Ccf)	42.1	$ 0.20875	$ 0.20875	$ 8.78	$ 8.78	$ -	
9	Rider GCR Part B (Ccf)	42.1	$ 0.53838	$ 0.53838	22.64	22.64	-	
10	Total Gas Cost				$ 31.42	$ 31.42	$ -	0.00%
11								
12	Total Base with Gas Cost				$ 79.17	$ 86.51	$ 7.34	
13	Rider FF & Rider TAX		0.06725	0.06725	5.32	5.82	0.49	9.27%
14								
15	**Total Residential Average Bill**				**$ 84.49**	**$ 92.33**	**$ 7.83**	**9.27%**
16								
17	**Rate C @ 367.6 Ccf**							
18	Base Rates:							
19	Customer Charge		$ 81.75	$ 94.00	$ 81.75	$ 94.00	$ 12.25	
20	Consumption Charge (Ccf)	367.6	$ 0.19033	$ 0.22261	69.97	81.83	11.86	
21	Total Base Rates				$ 151.72	$ 175.83	$ 24.11	15.89%
22								
23	Gas Cost:							
24	Rider GCR Part A	367.6	$ 0.20875	$ 0.20875	$ 76.74	$ 76.74	$ -	
25	Rider GCR Part B	367.6	$ 0.37860	$ 0.37860	139.18	139.18	-	
26	Total Gas Cost				$ 215.92	$ 215.92	$ -	0.00%
27								
28	Total Base with Gas Cost				$ 367.64	$ 391.75	$ 24.11	
29	Rider FF & Rider TAX		0.06725	0.06725	24.72	26.35	1.62	6.56%
30								
31	**Total Commercial Average Bill**				**$ 392.36**	**$ 418.10**	**$ 25.73**	**6.56%**
32								

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2024

Line No.	Description	Average Volumes	Current Rates	Proposed Rates	Current Average Bill	Proposed Average Bill	Amount Change	Percent Change
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
33	**Rate I at 1277 MMBTU**							
34	Base Rates:							
35	Customer Charge		$1,587.75	$ 1,848.75	$ 1,587.75	$ 1,848.75	$ 261.00	
36	Block 1 - Consumption Charge (MMBtu)	1,277	$ 0.6553	$ 0.7678	836.99	980.69	143.69	
37	Block 2 - Consumption Charge (MMBtu)	-	$ 0.4799	$ 0.5623	-	-	-	
38	Block 3 - Consumption Charge (MMBtu)	-	$ 0.1029	$ 0.1206	-	-	-	
39	Total Base Rates	1,277			$ 2,424.74	$ 2,829.44	$ 404.69	16.69%
40								
41	Gas Cost:							
42	Rider GCR Part A (MMBtu)	1,277	$ 2.07711	$ 2.07711	$ 2,653.03	$ 2,653.03	$ -	
43	Rider GCR Part B (MMBtu)	1,277	$ 0.88986	$ 0.88986	1,136.59	1,136.59	-	
44	Total Gas Cost				$ 3,789.63	$ 3,789.63	$ -	0.00%
45								
46	Total Base with Gas Cost				$ 6,214.37	$ 6,619.07	$ 404.69	
47	Rider FF and Rider TAX		0.06725	0.06725	417.92	445.14	27.22	6.51%
48								
49	**Total Industrial Average Bill**				**$ 6,632.29**	**$ 7,064.20**	**$ 431.91**	**6.51%**
50								
51	**Rate T at 4534 MMBTU**							
52	Base Rates:							
53	Customer Charge		$1,587.75	$ 1,848.75	$ 1,587.75	$ 1,848.75	$ 261.00	
54	Block 1 - Consumption Charge (MMBtu)	1,500	$ 0.6553	$ 0.7678	982.95	1,151.70	168.75	
55	Block 2 - Consumption Charge (MMBtu)	3,034	$ 0.4799	$ 0.5623	1,456.19	1,706.22	250.03	
56	Block 3 - Consumption Charge (MMBtu)	-	$ 0.1029	$ 0.1206	-	-	-	
57	Total Base Rates	4,534			$ 4,026.89	$ 4,706.67	$ 679.78	16.88%
58								
59	Gas Cost:							
60	Rider GCR Part B (MMBtu)	4,534	$ 0.88986	$ 0.88986	$ 4,034.96	$ 4,034.96	$ -	
61	Total Gas Cost				$ 4,034.96	$ 4,034.96	$ -	0.00%
62								
63	Total Base with Gas Cost				$ 8,061.85	$ 8,741.63	$ 679.78	
64	Rider FF and Rider TAX		0.06725	0.06725	542.17	587.88	45.72	8.43%
65								
66	**Total Transportation Average Bill**				**$ 8,604.01**	**$ 9,329.51**	**$ 725.50**	**8.43%**

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-6

Date: September 24, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute a two-year agreement for a total cost of $69,700 with Grammarly for 200 licenses under their Business Enterprise Service.

Item Reference:

Request that the City Council consider authorizing the City Manager to execute a two-year agreement for a total cost of $69,700 with Grammarly for 200 licenses under their Business Enterprise Service.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute a two-year agreement for a total cost of $69,700 with Grammarly for 200 licenses under their Business Enterprise Service.

Attachments:
City of Tyler - Grammarly 200 Enterprise Licenses - 081125

Drafted/Recommended By:
Department Leader Benny Yazdanpanahi Chief Information Officer

Edited/Submitted By:
City Manager

Order Form

Grammarly, Inc.
548 Market Street, #35410
San Francisco, CA 94104

Customer Information	
Customer Name	City of Tyler Texas
HQ Address	P.O. Box 2039, Tyler, Texas, United States, 75710
Quote ID	Q-162026
Quote Expiration Date	Oct 1, 2025
Subscription Start Date	Oct 3, 2025
Master Agreement	Sep 8, 2023 Grammarly Customer Business Agreement

Billing Information		
Billing Email	arodriguez@tylertexas.com	**Purchase Order Required?**
Billing Address (if different than HQ address above)	P.O. Box 2039, Tyler, Texas, United States, 75710	No
Shipping Address (if different than HQ address above)	P.O. Box 2039, Tyler, Texas, United States, 75710	
Payment Terms	Net 30	
Billing Schedule	Multi-Year (2 Years)	

Service Ordered

Name of Service	Term Length (Months)	Start Date	End Date	No. of Users	Annual Fee per User	Total Fees (USD)
Grammarly Business Enterprise	12	Oct 3, 2025	Oct 2, 2026	200	$170.00	$34,000.00
Grammarly Business Enterprise	12	Oct 3, 2026	Oct 2, 2027	200	$178.50	$35,700.00
					Total Price	**$69,700.00**

GOVERNING TERMS; INVOICES. By signing this Order, Customer is agreeing to purchase from Grammarly the Services above in the quantities and for the amounts shown, subject to the Master Agreement referenced herein. Any purchase order issued by Customer is for its internal purposes only and any terms and conditions referenced or included on such purchase order are void and have no legal effect. The Total Fees amount on this Order Form does not include taxes that, if applicable, will be included on the invoice. Grammarly will send all invoices to the billing email address provided above. Unless otherwise agreed to in writing by the parties, Grammarly will have no obligation to submit invoices to any vendor management portal or other similar system to obtain payment.

SUBSCRIPTION TERM AND RENEWAL. Customer's subscription will begin on the Subscription Start Date and continue until the Subscription End Date. Orders will automatically renew for successive one year terms unless either party delivers written notice of non-renewal, no fewer than 30 days before the Subscription End Date.

Grammarly, Inc.	
Name	Alberto Solis
Title	CSM Manager
Signature	
Date	

City of Tyler Texas	
Name	
Title	
Signature	
Date	

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-7

Date: September 24, 2025

Subject: Request that the City Council consider authorizing the City Manager to purchase commercial containers from Wastequip through Sourcewell Contract #010825 in the amount of $114,119.

Item Reference:

Solid Waste budgets to replace worn containers and provide new containers for new customers each year. Solid Waste obtained a quote from Wastequip through Sourcewell Contract #010825 for the purchase of 50 frontload dumpsters and 10 heavy duty rolloff containers for a total purchase cost of $114,119 to be delivered in October 2025.

This purchase will be paid from the fiscal year 2025-2026 Solid Waste Capital Fund.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to purchase commercial containers from Wastequip through Sourcewell Contract #010825 in the amount of $114,119.

Attachments:
Wastequip Quotes

Drafted/Recommended By:
Department Leader Leroy Sparrow/ Solid Waste, Transit, VES Director

Edited/Submitted By:
City Manager

8521 FM 850, Tyler, TX, 75705
PHONE: 903-405-4475
WQ-10357915

WASTEQUIP

Sourcewell
Awarded Contract
Contract #010825-WQI

Sell To:

Contact Name	Leroy Sparrow	Ship To Name	City of Tyler
Bill To Name	City of Tyler	Ship To	2307 E Duncan St Tyler, TX 75702-5703 USA
Bill To	414 N Bois D'Arc Ave Tyler, TX 75702-5703 USA	Quick Ship	
Email	lsparrow@tylertexas.com		
Phone	(903) 531-1388		

Quote Information

Salesperson	Colt Walker	Expiration Date	9/5/2025
Salesperson Email	cwalker@wastequip.com	Quote Number	WQ-10357915 Please Reference Quote Number on all Purchase Orders

Product	Product Description	Quantity	Sales Price	Total Price
Container - TT - 125540	2 Cubic Yard Standard Duty Flat Nestable Front Load Container - Floor: 10 gauge, Walls: 12 gauge , Pockets: Heavy Duty withThree Way Fork Entry Guide, Top Channels: Interlocking, Bottom Runners: 2 1/2" Tall Formed, Primed and Painted Any Standard Color	5.00	$554.00	$2,770.00
Container - TT - 125532	3 Cubic Yard Standard Duty Flat Front Load Container,Floor: 10 gauge, Walls: 12 gauge, Pockets: Heavy Duty withThree Way Fork Entry Guide, Interlocking Top Channels with formed 10 gauge Bottom Runners, Primed and Painted Any Standard Color	5.00	$655.00	$3,275.00
Container - TT - 125533	4 Cubic Yard Standard Duty Flat Front Load Container,Floor: 10 gauge, Walls: 12 gauge, Pockets: Heavy Duty with Three Way Fork Entry Guide, Interlocking Top Channels with formed 10 gauge Bottom Runners, Primed and Painted Any Standard Color	5.00	$711.00	$3,555.00
Container - TT - 125536	6 Cubic Yard Standard Duty Flat Front Load Container - Floor: 10 gauge, Walls: 12 gauge with Horizontal V-Crimps for Added Strength, Doors: (2) 30"x 30" Sliding, Pockets: Heavy Duty withThree Way Fork Entry Guide, Top Channels: Interlocking, Bottom Runners: 2 1/2" Tall Formed, Primed and Painted Any Standard Color	5.00	$948.00	$4,740.00
Container - TT - 125537	8 Cubic Yard Standard Duty Flat Front Load Container - Floor: 10 gauge, Walls: 12 gauge with Horizontal V-Crimps for Added Strength, Doors: (2) 30"x 30" Sliding, Pockets: Heavy Duty with Three Way Fork Entry Guide, Top Channels: Interlocking, Bottom Runners: 2 1/2" Tall Formed, Primed and Painted Any Standard Color	20.00	$1,078.00	$21,560.00
Container - TT - 125535	8 Cubic Yard Standard Duty Slant Front Load Container - Floor: 10 gauge, Walls: 12 gauge, Pockets: Heavy Duty with Three Way Fork Entry Guide, Interlocking Top Channels with formed 10 gauge Bottom Runners, Primed and Painted Any Standard Color	10.00	$1,056.00	$10,560.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	$46,460.00
Shipping Terms	FOB Origin	Shipping	$3,717.00
		Tax	$0.00

WASTEQUIP

Sourcewell

Awarded Contract

Contract # 010825-WQI

8521 FM 850, Tyler, TX, 75705
PHONE: 903-405-4475
WQ-10357915

Grand Total $50,177.00

Additional Information

Additional Terms	Our Quote serves as an offer to provide Products and/or services at the quantities and prices shown and is a good faith estimate, based on our understanding of your needs. By signing below, you indicate your acceptance of our offer which is expressly subject to the Wastequip Terms & Conditions of Sale ("Wastequip's Terms"") located at: https://www.wastequip.com/terms-conditions-sale, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. Wastequip's Terms may be updated from time to time and are available by hard copy upon request. Any changes or deviations to the terms of this Quote, including any different terms in an Order submitted by you, must be agreed upon in writing by both parties.
Additional Information	Pricing is based on your acceptance prior to the expiration of this Quote, including product specifications, quantities, and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change. Pursuant to California Section 26275 of the Health and Safety Code, certain trash receptacles and storage containers must be marked with reflectors. Customers must disclose if such receptacles and containers are intended for use in California – if not disclosed, the receptacles and containers are not intended for use in California.
Special Contract Information	Sourcewell-Pricing & Product offerings are based on the Sourcewell Co-Operative Contract with Wastequip Manufacturing Company LLC (#010825-WQI, eff. 05/29/2025) and such Contract terms & conditions are incorporated herein by reference. Pricing & Product (& related) changes may occur at any time with proper documentation, & subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability & Remedies, & Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: Tony Jones

Company Name: City of Tyler

Date: 9/8/25

Purchase Order: NA

Please Reference Quote Number on all Purchase Orders

WASTEQUIP

8521 FM 850, Tyler, TX, 75705
PHONE: 903-405-4475
WQ-10357920

Sell To:

Contact Name	Leroy Sparrow	Ship To Name	City of Tyler
Bill To Name	City of Tyler	Ship To	2307 E Duncan St Tyler, TX 75702-5703 USA
Bill To	414 N Bois D'Arc Ave Tyler, TX 75702-5703 USA	Quick Ship	
Email	lsparrow@tylertexas.com		
Phone	(903) 531-1388		

Quote Information

Salesperson	Colt Walker	Expiration Date	9/7/2025
Salesperson Email	cwalker@wastequip.com	Quote Number	WQ-10357920 Please Reference Quote Number on all Purchase Orders

Product	Product Description	Quantity	Sales Price	Total Price
Container - TT - 154234	30 Cubic Yard Heavy Duty Rectangular Roll Off Container 22' Long - Floor: 1/4" with 3" structural channels on 18" centers and 6" x 2" x 1/4" Structural Tubing Main Rails, Walls: 12 gauge with side columns on 24" centers and 3" x 4" x 11 gauge Top Rails, Primed and Painted any Standard Color	10.00	$6,236.00	$62,360.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	$62,360.00
Shipping Terms	FOB Origin	Shipping	$1,582.00
		Tax	$0.00
		Grand Total	$63,942.00

Additional Information

Additional Terms

Our Quote serves as an offer to provide Products and/or services at the quantities and prices shown and is a good faith estimate, based on our understanding of your needs. By signing below, you indicate your acceptance of our offer which is expressly subject to the Wastequip Terms & Conditions of Sale ("Wastequip's Terms"") located at: https://www.wastequip.com/terms-conditions-sale, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. Wastequip's Terms may be updated from time to time and are available by hard copy upon request. Any changes or deviations to the terms of this Quote, including any different terms in an Order submitted by you, must be agreed upon in writing by both parties.

Additional Information

Pricing is based on your acceptance prior to the expiration of this Quote, including product specifications, quantities, and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change. Pursuant to California Section 26275 of the Health and Safety Code, certain trash receptacles and storage containers must be marked with reflectors. Customers must disclose if such receptacles and containers are intended for use in California – if not disclosed, the receptacles and containers are not intended for use in California.

Signatures

Accepted By: _____

WASTEQUIP

8521 FM 850, Tyler, TX, 75705
PHONE: 903-405-4475
WQ-10357920

Company Name: City of Tyler

Date: 9/8/25

Purchase Order: NA

Please Reference Quote Number on all Purchase Orders

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-8

Date: September 24, 2025

Subject: Request that the City Council consider authorizing the City Manager to award sealed bids opened August 26, 2025, to the referenced bidders for the annual price agreements and for the purchase of various water treatment chemicals for the fiscal year October 1, 2025, through September 30, 2026.

Item Reference:

On August 26, 2025, sealed bids for bid number 25-057 were received and opened from one potential provider of liquid oxygen. Airgas LLC of Houston, Texas, submitted the lowest responsible bidder for this product.

On August 26, 2025, sealed bids for bid number 25-058 were received and opened from one potential provider of hydrated quicklime. Texas Lime Company submitted the lowest responsible bidder for this product.

On August 26, 2024, sealed bids for bid number 25-059 were received and opened from one potential provider of fluorosilicic acid (fluoride). Pencco, Inc. of San Filipe, Texas submitted the sole responsible bid for this product.

On August 26, 2025, sealed bids for bid number 25-060 were received and opened from two potential providers of anhydrous ammonia. Airgas Specialty Products, Inc. of Lawrenceville, Georgia, was the lowest responsible bidder for this product. Tanner Industries, Inc. of South Hampton, PA, submitted the second lowest bid and will be the secondary vendor for anhydrous ammonia.

On August 26, 2025, sealed bids for bid number 25-061 were received and opened from two potential providers of 1-ton chlorine cylinder. PVS DX, Inc. of Dallas Texas was the lowest responsible bidder for this product and will be the primary bidder for this product. Brenntag Southwest, Inc. of Dallas, Texas submitted the second lowest bid and will be the secondary vendor for 1-ton chlorine cylinder.

On August 26, 2025, sealed bids for bid number 25-062 were received and opened from four potential providers of liquid aluminum sulfate (alum). Affinity Chemical of Dallas, Texas submitted the lowest bid and will be the primary bidder for this product. Chameleon Industries, Inc. of Mesquite, Texas was the second lowest responsible bidder for this product and will be the secondary vendor.

On August 26, 2025, sealed bids for bid number 25-066 were received and opened from two potential

providers of filter aid polymer. Chameleon Industries, Inc. of Mesquite, Texas was the lowest responsible bidder for this product and will be the primary vendor. Brenntag Southwest of Houston, Texas, submitted the second lowest bid and will be the secondary vendor for this product.

On August 26, 2025, sealed bids for bid number 25-068 were received and opened from three potential bidders for this Powdered Activated Carbon. Donau Carbon of Dunnellon, Floridia submitted the lowest bid, however, the bid does not meet the minimum product specifications or delivery requirements. The Water Production Department is requesting council to reject the bid from Donau Carbon and award the primary bidder to the second lowest bidder, Arq Purification of Greenwood Village, Colorado. Norit Americas was the next lowest bidder for this product and will be the secondary vendor.

On August 26, 2025, sealed bids for bid number 25-069 were received and opened from two potential providers of 25 percent sodium hydroxide and 50 percent sodium hydroxide. Brenntag Southwest, Inc. of Dallas, Texas, was the lowest responsible bidder for this product and will be the primary vendor. Petra Chemical of Dallas, Texas, submitted the second lowest bid and will be the secondary vendor for this product.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to award sealed bids opened August 26, 2025, to the referenced bidders for the annual price agreements and for the purchase of various water treatment chemicals for the fiscal year October 1, 2025, through September 30, 2026.

Attachments:
Water Treatment Chemicals Bid Tabulation.pdf
Donau Carbon Bid Rejection.pdf

Drafted/Recommended By:
Department Leader Shane Wheeler, Manager, Water Utilities Systems

Edited/Submitted By:
City Manager

City of Tyler
Water Treatment Chemical Bid Tabulation
Fiscal Year 2025-2026

Chemical & Vendor	Bid Number	Quantity	Per Unit $	Total
Chlorine, 1 Ton Cylinders	**25-056**	**100**	**Tons**	
PVS DX, Inc.			$2,098.00	$209,800.00
Brenntag SW Inc			$2,143.00	$214,300.00
Liquid Oxygen (LOX)	**25-057**	**200,000**	**Pounds**	
Airgas LLC			$0.0740	$14,800.00
Hydrated Quicklime (Lime)	**25-058**	**335**	**Tons**	
Texas Lime Company			$343.4800	$115,065.80
Fluorosilicic Acid (Fluoride)	**25-059**	**185,000**	**Pounds**	
Pencco Inc			$0.2540	$46,990.00
Anhydrous Ammonia	**25-060**	**81,000**	**Pounds**	
Airgas Specialty Products			$0.8725	$70,672.50
Tanner Industries			$1.0100	$81,810.00
Pencco			NO BID	
Chlorine, 1 Ton Cylinders	**25-061**	**300**	**Tons**	
PVS DX, Inc.			$2,098.00	$629,400.00
Brenntag SW Inc			$2,143.00	$642,900.00
Liquid Aluminum Sulfate (Alum)	**25-062**	**4,300**	**Dry Tons**	
Chameleon Industries			$375.00	$1,612,500.00
Affinity Chemical			$325.00	$1,397,500.00
USALCO			$610.27	$2,624,161.00
Chemtrade			$404.00	$1,737,200.00
Pencco			NO BID	
Filter Aid Polymer	**25-066**	**35,000**	**Pounds**	
Chameleon Industries			$1.30	$45,500
Brenntag SW			$1.65	$57,750
Copper Sulfate	**25-067**	**10**	**Tons**	
Chameleon Industries			$3,850	$38,500
Powder Activated Carbon	**25-068**	**440**	**Tons**	
Arq Purification			$1,780	$783,200.00
Norit Americas			$1,980	$871,200.00
Pencco			NO BID	
Donau Carbon			**REJECTED**	

City of Tyler
Water Treatment Chemical Bid Tabulation
Fiscal Year 2025-2026

Chemical & Vendor	Bid Number	Quantity	Per Unit $		Total
Sodium Hydroxide	**25-069**		**Tons**		
Petra Chemical					
25% Liquid Sodium Hydroxide			425	$899.00	$382,075.00
50% Liquid Sodium Hydroxide*			1500	$724.00	$1,086,000.00
				Total	**$1,468,075.00**
Brenntag Southwest					
25% Liquid Sodium Hydroxide			425	$738.00	$313,650.00
50% Liquid Sodium Hydroxide			1500	$688.00	$1,032,000.00
				Total	**$1,345,650.00**

P. O. Box 2039
Tyler, Texas 75710

511 W. Locust
Tyler, Texas 75702

Recommendation to Reject Bid 25-068 for Powdered Activated Carbon (PAC)

Donau Carbon, LLC submitted the lowest bid for Powdered Activated Carbon (PAC) to be used during the 2025 -2026 fiscal year at the Lake Palestine Water Treatment Plant. However, the bid does not comply with the City of Tyler's current product specifications, which ensure the correct carbon type and appropriate bulk delivery method are used.

Therefore, we recommend rejecting Donau Carbon's bid and awarding it to the next lowest bidder, Arq. Purification.

Sincerely,

Shane Wheeler
Manager, Water Utilities Systems

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-9

Date: September 24, 2025

Subject: Request that the City Council consider authorizing the City Manager to approve the use of Analytical Environmental Laboratories, of Tyler, TX, as the sole source for certain testing during fiscal year 2025-2026 to be funded by the Water Production Department.

Item Reference:

Tyler Water Utilities (TWU) submits numerous samples on a weekly, bi-weekly, monthly, and quarterly basis to (AEL) of Tyler, TX as required by the TCEQ and EPA and for internal use as quality control. TWU also uses AEL as a sole source because of their ability to provide fast turnaround on our internal Geosmin/ MIB, and disinfection byproduct (DBP) sampling. This allows TWU to make timely and necessary adjustments to our treatment process and the water quality maintenance program in our distribution system.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to approve the use of Analytical Environmental Laboratories, of Tyler, TX, as the sole source for certain testing services during the fiscal year 2025-2026 to be funded by the Water Production Department.

Drafted/Recommended By:
Department Leader Shane Wheeler, Manager, Water Utilities Systems

Edited/Submitted By:
City Manager

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-10

Date: September 24, 2025

Subject: Request that the City Council consider authorizing the City Manager to enter into a contract with McGriff for Property and Casualty Insurance in the amount of $1,376,142, Hibbs Hallmark and Company for Cyber and Excess Workers Compensation Insurance in the amount of $179,241, CAS for Workers Comp Third Party Claim Administration in the amount of $53,160, Innovative Risk Management for Prop & Casualty Third Party Claim Administration in the amount of $45,665 and Bosworth and Associates for the purchase of Special Events Liability Insurance with a deposit premium of $2,000 for Fiscal Year 2025-2026 with two one-year renewal options.

Item Reference:

The City of Tyler's Property and Casualty and Excess Workers Compensation insurance policies expire September 30, 2025. The City went out for bid on June 20, 2025, and received the following proposals:

Property and General Liability - We received proposals from McGriff /Hibbs Hallmark and from TML. TML provided and all or nothing bid in that they will only provide coverage with the placement of all coverages quoted.

The total premium for all coverages is $1,656,208 under the McGriff/HHC program, compared to $1,616,379 under TML - a difference of approximately 2.46%

A detailed evaluation of all coverages offered found that the McGriff /Hibbs Hallmark option provided broader and more customizable coverage, stronger contractual compliance, better protection against long tail risks and no disruption of current claims and litigation. Further there are no additional transition fees with the McGriff option.

While TML offered lower deductibles, the financial benefit of this structure is contingent on the City's actual loss experience

Staff recommends renewing the City's property and casualty insurance program with McGriff/Hibbs Hallmark for FY 2025-2026. After a detailed analysis, this option provides the most comprehensive coverage, maintains control over claims and legal defense, and ensures continuity of protection for the City's assets and operations.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to enter into a contract with McGriff for Property and Casualty Insurance in the amount of $1,376,142, Hibbs Hallmark and Company for Cyber and Excess Workers Compensation Insurance in the amount of $179,241, CAS for Workers Comp Third Party Claim Administration in the amount of $53,160, Innovative Risk Management for Prop & Casualty Third Party Claim Administration in the amount of $45,665 and Bosworth and Associates for the purchase of Special Events Liability Insurance with a deposit premium of $2,000 for Fiscal Year 2025-2026 with two one-year renewal options.

Attachments:
Overall Policy Analysis
Deductible Loss Comparison

Drafted/Recommended By:
Department Leader Sara McCracken, Risk Manager

Edited/Submitted By:
City Manager

Insurance Program Comparison: Travelers vs. TML

Category	Travelers	TML
Program Structure	Selective, flexible coverage	All-or-nothing; no partial placement
Claims Handling & Legal Defense	City controls claims under SIR; selects legal counsel we feel best suited to handle. Current long tail claim management could be impacted.	Pool controls claims and legal defense; limited City input
Contractual Compliance	Meets third-party needs (e.g., Additional Insureds, Waivers); TDI-regulated	Requires contract copies; $35 fee per contract; not TDI-regulated; coverage can't be altered or amended. No flexibility
Liability & Tail Risk	Employee Benefit Liability, Management Liability, and Employment Practices Liability are retroactive to 1993; separate limits for Public Officials and Employment Practices; no exclusion for intentional acts.	5-year prior acts only with a warrant of incident naming all potential claims; combined limits; more restrictive
Pollution Coverage	Stand-alone policy including underground tanks	Limited coverage; excludes underground tanks
Property Insurance	$100M per-occurrence limit; FEMA support; McGriff assists. Few property claims	$5K deductible vs. $100K; may reassess values, increasing premiums
Auto Liability	$100K deductible	$50K deductible; impact depends on loss history
Workers Compensation	$500K/$1M (McGriff) $500K/$750K (Hibbs Hallmark); long-standing local broker	$500K/$500K; impact depends on loss history
Financial Stability	Very highly rated	Shared statewide pool limits may dilute resources during widespread claims

Conclusion: TML offers lower deductibles and a standard pooled structure, but it comes with trade-offs in terms of flexibility, control, and long-term liability protection. In contrast, Travelers provides broader and more customizable coverage, stronger contractual compliance, and better protection against long-tail risks. This option works best for municipalities with complex risk profiles and contractual obligations.

Coverage Type	Years Reviewed	TML Deductible Option	McGriff/Hibbs Deductible Option	Difference Over Period	Average Annual Difference
Auto Liability	2015–2025	$50,000	$100,000	$449,742	$44,974
Property	2015–2025	$5,000	$100,000	$269,908	$26,990
Workers’ Comp	2015–2025	$500K–$500K SIR	$500K–$750K SIR	$167,549	$16,754

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-11

Date: September 24, 2025

Subject: Request that the City Council consider authorizing the City Manager to purchase one (1) new Stepp Pothole Patcher truck to replace unit 13210 from Kinloch through Sourcewell contract #050625-SMC for the total amount of $262,473.00.

Item Reference:

The fleet replacement program budgets for departments to add additional units to their fleet when needed. For fiscal year 2025, it was decided that the Street Department needed to replace unit 13210. Kinloch Equipment has a unit through Sourcewell Contract #050625-SMC for a purchase price of $262,473.00. Funding will be in FY26 from 640-0661-641-2604.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to purchase one (1) new Stepp Pothole Patcher truck to replace unit 13210 from Kinloch through Sourcewell contract #050625-SMC for the total amount of $262,473.00.

Attachments:
Tyler Stepp STPH 3.0 Proposal 8.12.25

Drafted/Recommended By:
Department Leader Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

Kinloch Equipment & Supply, Inc.

www.kinlochequip.com
Ph. 713-473-6213 Fax: 713-473-7858
By: Dane Clarke Ph: 727-729-0255
Email: dane.clarke@kinlochequip.com

3320 Pasadena Blvd, Pasadena, TX 77503

STPH 3.0 Proposal For
City of Tyler

212 N. Bonner Ave. Tyler, TX 75702

STEPP MFG

PROPOSAL

Stepp Truck Mounted Pothole Patcher - Quote STPH25-60

9/9/2025

Each Base Unit Includes: Diesel Burner, Automatic Temperature Controls, Hydraulic Auger, Oil Jacket, PTO and Hydraulic Pump

Stepp Truck Mounted Pothole Patcher 3.0 cy (4 ton)

OPTIONS
Electric Overnight Heat 220V 6000W
Flush Mounted Strobe Light - Set of 2
Beacon Style Strobe Light
Arrowboard
10# Fire Extinguisher
Compactor Plate Carrier
15 Gallon Plastic Water Tank
Stainless Steel Tool Holder
Slide Out Hopper Access Walkway
Washdown System
Hose Reel for Washdown
Shovel Cleaning Compartment
Hopper Cleaning System
Swing Auger with Wireless Remote
Camera System
Compactor Plate Carrier Hold Down
Tack Tank w/ Oil Jacket, Auto Temp, Gravity Discharge
Pumping System for Tack Tank
Hose Reel for Tack Hose (highly recommended)
Power Beyond for Hydraulic Controls
Dual Hydraulic Hose Reel
Hydraulic Jack Hammer (requires power beyond)
Cone Holder
Triangle Kit
Water Wash Down System
Protech Tool Box Aluminum
freight

TRUCK CHASSIS
2026 International MV607 25,995 GVWR

PAINT
Black

TOTAL PRICE F.O.B. TYLER, TX: $262,473.00



*Image is for illustration purposes only.

PROPOSAL NOTES:

1. Prices quoted herein are valid for 20 days from the above date.
2. Delivery is currently 9 months from receipt of order. Delivery will be confirmed at time of order.
3. Payment terms are net due upon delivery.
4. Pricing per Stepp Manufacturing Sourcewell contract # 050625-SMC . City of Tyler Sourcewell member # 33152.

5. THIS PROPOSAL IS FOR BUDGETARY PURPOSES ONLY. ANY ORDER INTENDED TO BE GENERATED AS A RESULT OF THIS PROPOSAL IS REQUIRED TO BE ACCOMPANIED BY AN OFFICIAL COOPERATIVE PURCHASING CONTRACT HOLDER PROPOSAL AND SAID PURCHASE ORDER WOULD BE MADE IN THEIR FAVOR.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-12

Date: September 24, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute the Lake Tyler Residential House Lease between the City of Tyler and Peppard Properties Ltd d/b/a/ The Boulders at Lake Tyler.

Item Reference: **Legaldeskticket: LD-8464**

After the storms in June of 2024, as on-site staff at the Boulders, Paul Taylor's home was destroyed by a tree that fell on his home. Bob Peppard called the City Manager to request that Paul use the vacant Lake Supervisor's residence as a place to live until his own home could be repaired. The City-owned single-family house and lot located at 16362 McElroy Road, Whitehouse, Texas 75791, has been vacant for some time and is not currently in use by the City.

Key Details of the Lease Agreement:

Property: The lease covers the 6.14-acre property and residence located at 16362 McElroy Road, also known as the Lake Supervisor's Residence, shown in Exhibit A.
Lessee: Peppard Properties Ltd d/b/a The Boulders at Lake Tyler.
Purpose: The property will be used to provide temporary housing for Paul Taylor.
Term: The lease term is for 1 year and 8 months, beginning June 1, 2024, and ending on February 1, 2026.
Rent: The monthly rent is $1,995.00, payable on the first day of each calendar month.
Acceptance of Property: The lessee accepts the property "as is" and acknowledges that it is in good order and repair.
Use of Property: The property is to be used exclusively as a temporary single-family residence.
Ordinances and Regulations: The lease is subject to the ordinances, rules, and regulations of the City of Tyler relating to Lake Tyler.
Maintenance and Utilities: The lessee is responsible for all utility charges and basic structural maintenance of the house.
Insurance: The lessee is advised to obtain renter's insurance as the lessor does not assume liability for personal injury or property damage.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to execute the Lake Tyler Residential House Lease between the City of Tyler and Peppard Properties Ltd d/b/a/ The Boulders at Lake Tyler.

Attachments:
2025-09-24 Residential Lake House Lease - Water-Peppard 09 10 2025
Exhibit A. Lake Supervisor Property

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

Edited/Submitted By:
City Manager

THE STATE OF TEXAS	**§**	**LAKE TYLER RESIDENTIAL HOUSE LEASE**
	§	**BETWEEN THE CITY OF TYLER AND**
COUNTY OF SMITH	**§**	**BOB PEPPARD**

THIS LEASE AGREEMENT, hereinafter called the "Lease", is made and entered into on this 24th day of September, 2025, by and between the CITY OF TYLER, TEXAS, hereinafter called "LESSOR" or "CITY", and PEPPARD PROPERTIES LTD d/b/a THE BOULDERS AT LAKE TYLER, hereinafter called "LESSEE ", **WITNESSETH:**

WHEREAS, the City-owned single-family house and lot located at **16362 McElroy Road, Whitehouse, Texas 75791** has been vacant for some time, and the CITY is not currently using it; and

WHEREAS, LESSEE desires to occupy this Property for the purpose of providing temporary housing for PAUL TAYLOR

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, it is mutually agreed as follows:

1. Property. LESSOR, for and in consideration of the rents herein provided and agreed upon, does hereby lease to LESSEE the 6.14-acre property and residence located at 16362 McElroy Road, also known as the Lake Supervisor's Residence, shown in **Exhibit A** (hereinafter called the "Property").

2. Acceptance of the Property. LESSEE accepts the leased Property "as is." LESSEE has inspected the leased Property prior to execution of this lease agreement, including the grounds and house, and LESSEE acknowledges that they are in good order and repair, and accepts them "as is." LESSOR makes no warranties, express or implied, of merchantability, marketability, fitness, or suitability for a particular purpose or otherwise, except as set forth in this lease. Any implied warranties are expressly disclaimed and excluded. LESSOR is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the Property furnished by any agent, employee, or other person, unless they are specifically set forth or referred to in this Lease.

3. Rent. LESSOR agrees to lease said Property to LESSEE and LESSEE agrees to pay LESSOR without demand, as rent for the leased Property **one-thousand nine-hundred ninety-five dollars and zero cents**($1,995.00) **per month** on the first day of each calendar month, at such place as the LESSEE may specify. Time is of the essence, and deadlines will not be delayed or excused if the deadline falls on a weekend or a holiday. In the event that the rent is not paid on or before ten (10) days from the date that the rent is due, the LESSOR may declare the LESSEE in default, terminate this Lease, and begin eviction proceedings. In that event, this Lease shall automatically terminate, and the LESSEE's right of possession hereunder shall terminate.

4. Ordinances, Rules, and Regulations. **The Rules and Regulations Governing Lake Tyler and the use of said lot are incorporated herein by reference and are made a part hereo**f. Further, any ordinances of the City of Tyler relating to Lake Tyler and governing its use are also incorporated herein by reference and are made a part hereof for all purposes. The City of Tyler reserves the right to adopt, change, alter, and amend the Rules and Regulations Governing Lake Tyler and any ordinances related thereto. LESSEE understands and agrees that this Lease is subject to any applicable ordinances, rules, or regulations of the City, and any changes or amendments thereto shall become a part of this Lease and shall be binding on the LESSEE. By acceptance of this Lease, LESSEE binds and obligates itself to abide by said Rules and Regulations Governing Lake Tyler and the City of Tyler ordinances, and failure to do so shall be cause for termination as provided herein.

5. Term. The term of this Lease shall be for 1 year and 8 months beginning June 1, 2024 **, and ending on** February 1, 2026 **.** At the expiration of this lease, the LESSEE shall surrender the Property in the same good condition as the Property was in at the commencement of this lease, reasonable use and wear and tear excepted. The LESSEE shall clean the property prior to the surrender.

6. Use of the Property. The leased Property is to be used by LESSEE exclusively as a temporary single-family residence and shall, therefore, not sublet any portion of the Property under any circumstances or use the Property for anything other than personal housing quarters for LESSEE and LESSEE's family. LESSEE shall not permit the leased Property or any part of it to be used for:

A. a business, trade, or profession, and the LESSEE agrees not to place any signs or other structures on the Property without the prior written consent of the LESSOR;

B. the conduct of any offensive, noisy, or dangerous activity that would constitute a public nuisance or would increase the insurance premiums on the leased Property. Furthermore, the LESSEE shall not store on the Property any item of a dangerous, inflammable, or explosive character;

C. the creation or maintenance of a public nuisance or anything that is against public regulations or rules of any public authority at any time applicable to the leased Property; or

D. any purpose or in any manner that will obstruct, interfere with, or infringe on the rights of owners of adjoining property.

7. Assignment/Subletting. LESSEE shall not assign LESSEE's rights under this Lease, nor sublet any portion of the Property under any circumstances. Any attempted assignment or subletting shall be void, have no binding effect, and shall be a violation of the Lease.

8. **Right of Inspection:** After providing Notice 24 hours prior to inspection, the LESSOR and the LESSOR's agents or employees have the right at all reasonable times during the term of this Lease to enter the leased Property for the purpose of inspecting it and all buildings and improvements on the Property.

9. Utility Charges. LESSEE shall pay promptly as they become due all utility charges in connection with this lease, including but not limited to the payment of electricity, gas, water/sewer, and solid waste/garbage service, and other public utilities to the leased Property during the term of this lease. **The LESSEE shall be liable for all such expenses incurred by the LESSEE even after the lease is terminated; this provision shall survive after this lease agreement is terminated.**

10. Taxes. LESSEE shall be liable for any tax or taxes levied or assessed against any improvements placed by LESSEE on the lot herein described.

11. No Lien. No lien shall ever be created against the property of the LESSOR by reason of anything done by said LESSEE, and said LESSEE shall never have the right to incur on behalf of the LESSOR any obligation for the payment of any debt or claim of any kind or character, LESSEE being an independent contractor rather than an agent, servant or employee of LESSOR except where expressly so designated herein.

12. Maintenance/Utilities. Provision of basic structural maintenance of the house, including: roof, HVAC, hot water heater, concrete walks, electrical panels, wiring, and plumbing fixtures, shall be LESSOR'S responsibility.

13. Renters' Insurance. Lessee understands and agrees that personal injury to, and damage to the personal property of, Lessee, Lessee's guests, invitees, or uninvited visitors in or on the premises is not insured by the Lessor for either damage or loss, and the Lessor assumes no liability for any such damage or loss. Lessee is further advised that, if insurance coverage is desired by Lessee, Lessee should inquire of Lessee's insurance agent regarding a renter's hazard and liability policies of insurance. Lessor shall not be responsible for personal injury, or loss of food, clothing, furniture, or any of lessee's other possessions in the event of appliance failure, water leak, or water backup, bursting pipes, fire, loss of utility service or other events and in no event shall Lessor be responsible for theft, vandalism, or disappearance of lessee's property. The purchase of renters' insurance is strongly recommended.

14. Alterations and Improvements: LESSEE shall make no alterations to the house or any other buildings on the leased Property, or construct any buildings or other improvements on the leased Property without first having obtained the written consent of the LESSOR and having obtained all permits and approvals required by all entities having authority over such activity.

All alterations, changes, and improvements built, constructed, or placed on the leased Property by the LESSEE, other than movable personal property, shall be the property of the LESSOR and remain on the leased Property at the expiration or sooner termination of this Lease.

15. Destruction of Property: Should any buildings or improvements on the leased Property be damaged or destroyed to the extent that such event renders the leased Property uninhabitable by the LESSEE, and such event was caused by fire, the elements, act of God, or other causes not the fault of the LESSEE or any person in or about the leased Property with the express or implied consent of the LESSEE, the LESSOR may, at the LESSOR's option, either:

A. Repair and restore the damaged buildings and improvements, and the rent payable by the LESSEE under this Lease shall be abated to the extent the damage or destruction renders the leased Property uninhabitable by the LESSEE, or

B. Cancel this Lease and return any unearned rent previously paid by the LESSEE under this Lease.

16. Quiet Enjoyment: As long as the LESSEE pays the rent and complies with the terms of this lease, the LESSOR agrees that the LESSEE may peacefully and quietly hold the Property for the agreed-upon term of this Lease.

17. Violations of Any Laws Prohibited. LESSEE shall not engage in any unlawful activity upon the Property, and shall not commit any violations of any federal, state, or municipal law, specifically including but not limited to the City of Tyler ordinances, rules, and regulations relating to Lake Tyler and Lake Tyler East.

18. Environmental Contamination Prohibited. LESSEE shall not cause, permit or knowingly allow the continuance of or the commission by LESSEE, its agents, employees, contractors, or invitees, or by any other person of a violation of any federal, state, or municipal law or regulation affecting or controlling the environmental condition or quality upon, about or beneath the Property and the adjoining lake, or any portion thereof (a "**Contamination Event**"). Such Contamination Event shall be a violation of the Lease.

19. Obligation to Remediate.

A. Notwithstanding the obligation of LESSEE to indemnify LESSOR pursuant to this Lease, LESSEE shall, upon demand of LESSOR, and at LESSEE's sole cost and expense, promptly take all actions to remediate the Property, which actions are required by any federal, state, or local governmental agency or political subdivision due to a Contamination Event which occurs or occurred during the LESSEE's tenancy on said Property. LESSEE shall take all actions necessary to restore the Property to the condition existing prior to the Contamination Event, notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies.

B. All such work shall be performed by one or more contractors, selected by LESSEE and approved in advance in writing by LESSOR. LESSEE shall proceed continuously and diligently with such investigatory and remedial actions, provided that in all cases such actions shall be in accordance with all applicable requirements of governmental entities. Any such actions shall be performed in a good, safe, and workmanlike manner.

20. LESSEE's Obligation to Notify. If LESSEE shall become aware of or receive notice or other communication concerning any actual, alleged, suspected, or threatened violation of any federal, state or municipal law or regulation affecting the Property or the environmental condition of the Property, or any actual or threatened investigation, inquiry, lawsuit, claim, citation, directive, summons, proceeding, complaint, notice, order, writ, or injunction, relating to the same; then LESSEE shall deliver to LESSOR, within ten (10) days of the receipt by LESSEE of such notice or communication, a written description of said violation, liability, correcting information, or actual or threatened event or condition, together with copies of any documents evidencing same. Receipt of such notice shall not be deemed to create any obligation on the part of LESSOR to defend or otherwise respond to any such notification.

21. LESSOR's Right to Abate. This Lease shall not in any way abridge, modify, or terminate the LESSOR's right to terminate any threat to the water quality of the lake adjoining the

Property that shall be reasonably deemed by LESSOR to be an immediate threat of reparable harm or damage to such water supply. Furthermore, nothing herein shall be deemed to limit or restrict the LESSOR's right to immediately abate any public nuisance or violation of any environmental or other law by LESSEE. LESSEE agrees to reimburse LESSOR all costs incurred in connection with the abatement of any public nuisance, violation of any environmental or other law, or any threat to water quality caused by LESSEE.

PLEASE READ THE BOLDED PARAGRAPHS BELOW CAREFULLY, AS THEY CONTAIN CLAIM RELEASES AND INDEMNITY OBLIGATIONS.

22. FLOODING RELEASE. LESSEE ACKNOWLEDGES THAT IT HAS BEEN EXPLAINED THAT THE LEASED PROPERTY ARE LOCATED IMMEDIATELY ADJACENT TO LAKE TYLER AND ALL OR PORTIONS THEREOF MAY BE SUBJECT TO PERIODIC FLOODING. LESSEE HEREBY RELEASES LESSOR FROM ANY AND ALL LIABILITY, CLAIMS AND ACTIONS THAT LESSEE MAY HAVE NOW OR IN THE FUTURE FOR DAMAGES, INJURY OR DEATH TO LESSEE'S PERSON OR PROPERTY LOCATED ON THE LEASED PROPERTY DUE TO FLOOD, HIGH WATER OR RISING WATER AND AGREES THAT LESSOR SHALL NOT BE LIABLE TO LESSEE IN ANY MANNER WHATSOEVER FOR SUCH DAMAGE, INJURY OR DEATH.

23. INDEMNITY. LESSEE, ITS SUCCESSORS, ASSIGNS AND GUARANTORS, HEREBY FOREVER, FULLY, AND UNCONDITIONALLY INDEMNIFIES, HOLDS HARMLESS, AND DEFENDS, LESSOR, AND LESSOR'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, AND INVITEES (HERAFTER CALLED "INDEMNIFIED PARTIES"), FROM AND AGAINST ALL THIRD PARTY CLAIMS AND ALL OTHER CLAIMS, DAMAGES, JUDGMENTS, PENALTIES, ASSESSMENTS, OBLIGATIONS, LIABILITIES, FEES, CHARGES, OR OTHER SUMS, ARISING FROM OR RELATED TO THE PERFORMANCE OF THIS LEASE, INCLUDING, BUT NOT LIMITED TO A CONTAMINATION EVENT OR ANY ACT OR OMISSION OF LESSEE OR LESSEE'S FAMILY MEMBERS, INVITEES OR LICENSEES.
LESSOR, AT ITS SOLE EXPENSE, MAY EMPLOY ADDITIONAL COUNSEL OF ITS CHOICE TO ASSOCIATE WITH COUNSEL REPRESENTING LESSEE.

LESSEE ALSO AGREES THAT LESSOR SHALL NOT BE LIABLE IN ANY MANNER FOR BODILY INJURY OR DEATH TO ANY PERSON OR DAMAGE TO ANY PROPERTY (INCLUDING THE PERSON AND PROPERTY OF LESSEE) CAUSED IN WHOLE OR PARTLY BY ANY LATENT OR PATENT CONDITION OR DEFECT ON THE LEASED PROPERTY.

LESSEE FURTHER AGREES THAT THIS INDEMNITY PROVISION SHALL BE CONSIDERED AS AN ADDITIONAL REMEDY FOR LESSOR AND NOT AS AN EXCLUSIVE REMEDY. THE OBLIGATIONS OF LESSEE IN THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LEASE, AND THE DISCHARGE OF ALL OTHER OBLIGATIONS OWED BY THE PARTIES TO EACH OTHER.

24. Events of Default: LESSEE shall be in default of this Lease upon the occurrence of any of the following events:

A. LESSEE's failure to pay the rent on or before ten (10) days from the date that the rent is due as provided in this Lease: or

B. Either Party's failure to comply with any of the terms or conditions of this Lease.

C. Any actions or omissions by LESSEE that have been determined by the LESSOR in its sole discretion to threaten the water quality of the Lake, and/or otherwise constitute a threat to the public health, safety, or welfare.

D. If a default occurs, a Party shall provide written Notice of the alleged default to the defaulting Party which gives a reasonable time to cure of at least thirty (30) days after the written Notice has been sent (the "Cure Period"), except however when an event occurs that is a threat to public health and safety or welfare, remediation must begin within 48 hours of discovery of the issue and shall be performed by and to the standard of care expected of licensed professionals in the relevant field.

25. Notice.

A. All Notice required by this Lease shall be:
   (i) sent either by e-mail or fax transmission to the Notice e-mail address or the fax number of the other Party as provided below, provided that a contemporaneous e-mail or fax confirmation is received, or
   (ii) sent via certified mail, return receipt requested, to the other Party's Notice postal address, as provided below.

B. Notice email address and postal address for the **LESSEE** shall be:
   Email address: robertwpeppard@gmail.com
   Postal Address: Bob Peppard, Peppard Properties d/b/a The Boulders at Lake Tyler
   7906 S. Broadway Ave., Tyler, TX 75703

C. Notice email address, fax number and postal address for the **LESSOR** shall be:
   Email address: kdietz@tylertexas.com
   Postal Address: attn: Kate Dietz,P.E. Director of Utilities
   511 W. Locust St., Tyler, TX 75702

D. The above listed email address or address for either Party may be modified in writing with Notice to the other Party

26. Termination.

A. Either party may terminate this lease without cause/default at any time before the end of the term by providing a minimum of sixty (60) days written notice of the date of termination.

B. If a defaulting Party fails to cure a default within the specified Cure Period after receiving valid Notice, this lease shall be deemed terminated on the 31st day after the written Notice of default was sent, unless the Parties have mutually agreed to extend the Cure Period in writing. If the LESSEE is the defaulting party, the LESSOR may regain possession of the leased Property upon termination in the manner provided by the laws of the State of Texas in effect at the date of the default.

C. Upon LESSOR's retaking of the lease Property, all improvements upon the lease Property, regardless of who provided or made them, will become and be the sole and exclusive property of LESSOR without any reimbursement of any kind to LESSEE.

27. No Hold-Over Rights. It is specifically agreed by LESSEE that if LESSOR should fail to give timely notice of the termination of this Lease upon the breach by LESSEE of any lease provision, covenant, condition, rule, regulation or ordinance herein provided or incorporated, LESSEE shall acquire no rights as a hold-over tenant. Furthermore, any said failure on the part of the LESSOR shall not prevent the LESSOR from taking any termination actions for future breaches by LESSEE.

28. Severability; Waiver. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

29. No Third-Party Beneficiaries. The LESSOR and the LESSEE intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third party beneficiary, or any individual or entity other than the LESSOR and the LESSEE.

30. Entire Agreement. This Lease shall constitute the entire agreement and understanding between the parties regarding the leasing of the above-referenced Property. There have been and are no agreements, covenants, representations, or warranties between the parties other than those expressly stated or provided for herein. No related modification or subsequent agreement shall be binding upon any party unless and until it is reduced to writing and signed by the parties.

30. Applicable Law. Venue. This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought to enforce or interpret this Agreement shall be in Smith County, Texas

EXECUTED this _____ day of _____, A. D., 20_____.

LESSOR - CITY OF TYLER, TEXAS

BY: _____

EDWARD BROUSSARD
CITY MANAGER

LESSEE SIGNATURE

Printed Name: BOB PEPPARD
PEPPARD PROPERTIES
d/b/a THE BOULDERS
AT LAKE TYLER

Address: 7906 S. Broadway

Tyler, TX 75703

STATE OF TEXAS §
§
COUNTY OF SMITH §

This instrument was acknowledged before me on the _____ day of _____, 20_____, by **EDWARD BROUSSARD.**, on behalf of the City of Tyler, Texas.

_____
Notary Public, in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF SMITH §

This instrument was acknowledged before me on the _____ day of _____, 20_____, by **BOB PEPPARD, PEPPARD PROPERTIES d/b/a THE BOULDERS AT LAKE TYLER**.

_____
Notary Public, in and for the State of Texas



9/11/2025

City of Tyler

THIS MAP WAS PREPARED BY THE CITY OF TYLER AND MAYBE BE REVISED WITHOUT NOTIFICATION TO ANY USERS.

ALTHOUGH THIS MAP IS BASED ON THE LATEST INFORMATION AVAILABLE TO THE CITY OF TYLER, NO WARRANTY, GUARANTEE, OR REPRESENTATION IS MADE AS TO THE ACCURACY THEREOF AND TO THE ABSOLUTE CORRECTNESS OR SUFFICIENCY OF ANY SUCH REPRESENTATION CONTAINED IN THIS MAP. THE USER IS ENCOURAGE TO CHECK WITH THE CITY TO VERIFY THAT HE MAP BEING USED IS THE LATEST, MOST CURRENT ONE AVAILABLE.

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Exhibit A

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-13

Date: September 24, 2025

Subject: Request that the City Council consider adopting a Resolution appointing Jose Serpa Alvarez, MD, MS, PHD, as the Smith County Local Health Authority and authorizing Mayor Warren to sign the required State of Texas Certificate of Appointment.

Item Reference: **Cooperative Agreement between City of Tyler and NET Health (Northeast Texas Public Health District) and Chapter 121 of the Texas Health and Safety Code.**

The Cooperative Agreement creating the Northeast Texas Public Health District authorizes the District's Chief Executive Officer to appoint a Local Health Authority pursuant to Chapter 121 of the Texas Health and Safety Code and subject to the approval by the District's Board of Health and the governing bodies of each operating member, the City of Tyler and Smith County. With the resignation of former Smith County Local Health Authority, Dr. Valerie Smith, it is necessary to appoint a new Health Authority. The Local Health Authority is a physician appointed to administer state and local laws relating to public health within the District's jurisdiction. Duties include, but are not limited to: establishing, maintaining and enforcing quarantine; aiding the District in relation to inspection, disease prevention and suppression, birth and death certificates and general sanitation; reporting the presence of contagious, infectious and dangerous epidemic diseases; and aiding in the enforcement of public health rules, regulations, and laws.

George Roberts, the District's Chief Executive Officer, has proposed and the Board of Health has approved, the appointment of Jose Serpa Alvarez, MD, MS, PHD as the Smith County Local Health Authority, to a two-year term effective October 1, 2025. Dr. Serpa Alvarez is a Professor of Medicine and the Vice Chair for Education and Faculty Development in the Department of Medicine at the University of Texas at Tyler. He is an Infectious Disease physician with extensive experience in patient care, research, and medical education. Additionally, he holds a Doctoral degree in Healthcare Management and Health Policy and has significant experience in educational and public health leadership roles. Before joining UT Tyler, he was a tenured faculty member at Baylor College of Medicine in Houston, Texas, where he directed the Infectious Diseases Fellowship Training Program and served as the Medical Director of HIV Services at Harris Health (Harris County). Dr. Serpa Alvarez has made key contributions to various national scientific society committees and was a member of a study section for a federal agency. He has published 40 papers in peer-reviewed journals and written more than 10 book chapters.

RECOMMENDATION:

Request that the City Council consider adopting a Resolution appointing Jose Serpa Alvarez, MD, MS, PHD, as the Smith County Local Health Authority and authorizing Mayor Warren to sign the required State of Texas Certificate of Appointment.

Attachments:
09.24.25-R-2023-NET Health Local Health Authority Appointment of Dr. Jose Serpa Alvarez. City of Tyler.pdf
CV Jose Serpa 2025.pdf

Drafted/Recommended By:
Department Leader Steve Kean, Deputy City Attorney

Edited/Submitted By:
City Manager

RESOLUTION NO. R-2025-_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, APPOINTING JOSE SERPA ALVAREZ, MD, MS, PHD, AS THE SMITH COUNTY LOCAL HEALTH AUTHORITY AND AUTHORIZING MAYOR DONALD P. WARREN TO SIGN THE REQUIRED STATE OF TEXAS CERTIFICATE OF APPOINTMENT; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to an authorized Cooperative Agreement between the City of Tyler and Smith County, both entities are operating members of the Northeast Texas Public Health District (aka NET Health and herein referred to as "District"); and

WHEREAS, the Cooperative Agreement states that the Chief Operating Officer of the District shall appoint the Smith County Local Health Authority per Chapter 121 of the Texas Health and Safety Code with the approval of the District's Board of Health, the City of Tyler, and Smith County; and

WHEREAS, the former Smith County Local Health Authority has resigned, and it is necessary to appoint a replacement; and

WHEREAS, the Local Health Authority shall be a physician appointed to administer state and local laws related to public health within the District's jurisdiction; and

WHEREAS, the Local Health Authority shall serve a term of two years and may be appointed to serve successive terms; and

WHEREAS, the District's Chief Executive Officer proposes, and the Board of Health has approved, the appointment of Jose Serpa Alvarez, MD, MS, PHD, as the Smith County Local Health Authority for a two-year term effective October 1, 2025; and

WHEREAS, state law and the Cooperative Agreement require that the City of Tyler approve this appointment and that Mayor Warren sign the State of Texas Certificate of Appointment;

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

PART 1. That the City Council hereby accepts the recommendation of the Northeast Texas Public Health District Chief Executive Officer and the Board of Health to approve the appointment of Jose Serpa Alvarez, MD, MS, PHD, as the Smith County Local Health Authority for an initial two-year term commencing October 1, 2025.

PART 2. That Mayor Warren is hereby authorized to sign the required Certificate of Appointment for a Local Health Authority.

PART 3. That this Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED on this the 24th day of September, 2025.

_____

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

ATTEST:

_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM, CITY ATTORNEY

NET HEALTH
NORTHEAST TEXAS PUBLIC HEALTH DISTRICT

September 5, 2025

Ed Broussard
City Manager
City of Tyler
212 N. Bonner Avenue
Tyler, TX 75702

RE: City of Tyler Consideration of Recommended Appointment of
Jose Serpa Alvarez, MD, MS, PHD, as Smith County Local Health Authority

Dear Mr. Broussard,

As Chief Executive Officer of the Northeast Texas Public Health District I am requesting that the Tyler City Council consider my recommendation to appoint Jose Serpa Alvarez, MD, MS, PHD, as the Smith County Health Authority. In accordance with Texas Health and Safety Code, Chapter 121.021, a Local Health Authority is a physician appointed to administer state and local laws relating to public health within the appointing body's jurisdiction. A Health Authority serves for a term of two years and may be appointed to successive terms. The Northeast Texas Public Health District Board of Directors approved the appointment of Dr. Serpa Alvarez at their monthly meeting on August 28, 2025.

Dr. Serpa Alvarez is a Professor of Medicine and the Vice Chair for Education and Faculty Development in the Department of Medicine at the University of Texas at Tyler. He is an Infectious Disease physician with extensive experience in patient care, research, and medical education. Additionally, he holds a Doctoral degree in Healthcare Management and Health Policy and has significant experience in educational and public health leadership roles. Before joining UT Tyler, he was a tenured faculty member at Baylor College of Medicine in Houston, Texas, where he directed the Infectious Diseases Fellowship Training Program and served as the Medical Director of HIV Services at Harris Health (Harris County). Dr. Serpa Alvarez has made key contributions to various national scientific society committees and was a member of a study section for a federal agency. He has published 40 papers in peer-reviewed journals and written more than 10 book chapters.

I recommend the Tyler City Council approve the appointment of Jose Serpa Alvarez, MD, MS, PHD, as the Smith County Local Health Authority and authorize Mayor Don Warren to sign the attached required State of Texas Certificate of Appointment at the next City Council meeting.

Respectfully Submitted:

George T. Roberts, Jr. FACHE
Chief Executive Officer

Attachments: State of Texas Certificate of Appointment;
NET Health Board Communication; and
Statement of Elected/Appointed Officer

815 North Broadway
Tyler, TX 75702
903 - 535 - 0030
MyNETHealth.org

Certificate of Appointment
for a
Health Authority

The Health Authority has been appointed and approved by the:

(Put an "X" by the appropriate designation below)

_____ Commissioners Court for _____ County

__X__ Governing Body for the Municipality of City of Tyler

_____ Director, _____ Health Department

_____ Director, _____ Public Health District

I, Don Warren, acting in my capacity as: (*Put an "X" by the appropriate designation below*)

_____ County Judge or Designee
__X__ Mayor or Designee
_____ Non-physician and the Local Health Department Director
_____ Non-physician and the Public Health District Director

do hereby certify the physician, Jose Serpa Alvarez, MD, MS, PHD, who is licensed by the Texas Board of Medical Examiners, was duly appointed as the (check as applicable),

__X__ Health Authority
_____ Health Authority Designee

for the jurisdiction of City of Tyler, Texas.

Date term of office begins October 1, 2025

Date term of office ends September 30, 2027, unless removed by law.

I certify to the above information on this the _____ day of _____, 20__.

_____
Signature of Appointing Official

Revised by DSHS Division of Regional and Local Health Operations, October 29th, 2021

NORTHEAST TEXAS PUBLIC HEALTH DISTRICT
BOARD COMMUNICATION

Agenda Number: 5	Date: 08/28/25	Subject: Consider Approval of Appointment of Smith County Health Authority	Page 1 of 1

BACKGROUND:

The Cooperative Agreement authorizes the Northeast Texas Public Health District Chief Executive Officer to appoint a Health Authority subject to approval by the Board and the governing bodies of each operating member, Smith County and the City of Tyler. The Health Authority serves a two-year term and can be appointed to successive terms. With Valerie Smith's, M.D., promotion and new responsibilities at UT Tyler School of Medicine, it is necessary to appoint a replacement.

NET Health has a long-standing agreement with the UT Tyler School of Medicine to provide the Smith County Health Authority. In consultation with the Leadership of the UT Tyler School of Medicine, George Roberts, Chief Executive Officer of the Northeast Texas Public Health District, is proposing to appoint Jose Serpa, MD, MS, PHD, as the Smith County Local Health Authority for a two-year term, upon NET Health Board of Director's, Smith County, and the City of Tyler approval.

Dr. Serpa is a Professor of Medicine and the Vice Chair for Education and Faculty Development in the Department of Medicine at the University of Texas at Tyler. He is an Infectious Disease physician with extensive experience in patient care, research, and medical education. Additionally, he holds a Doctoral degree in Healthcare Management and Health Policy and has significant experience in educational and public health leadership roles. Before joining UT Tyler, he was a tenured faculty member at Baylor College of Medicine in Houston, Texas, where he directed the Infectious Diseases Fellowship Training Program and served as the Medical Director of HIV Services at Harris Health (Harris County). Dr. Serpa has made key contributions to various national scientific society committees and was a member of a study section for a federal agency. He has published 40 papers in peer-reviewed journals and written more than 10 book chapters.

RECOMMENDATION:

That the Board approve the appointment of Jose Serpa, MD, MS, PHD, as the Smith County Local Health Authority for a two-year term and authorize submission to the Smith County Commissioners Court and the Tyler City Council for their approval.

Originator: George T. Roberts, Jr. Chief Executive Officer	**Disposition by Health District Board:** [✓] **Approved** [ ] **Tabled** [ ] **Other (explain below)**
Chief Executive Officer Review:	

THE STATE OF TEXAS

Statement of Elected/Appointed Officer

(Please type or print legibly)

I Jose Serpa Alvarez, MD, MS, PHD do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

_____
Affiant's Signature

Jose Serpa Alvarez, MD, MS, PHD
Printed Name

Health Authority
Position to Which Elected/Appointed

Smith County
City and/or County

SWORN TO and subscribed before me by affiant on this _____ day of _____ 20___.

_____
Signature of Person Authorized to Administer Oaths/Affidavits

(Seal)

Janie Jolly
Printed Name

Notary Public
Title

Pursuant to Tex. Const. Art. XVI, §1(b). Revised by DSHS Division for Regional and Local Health Services, July 13, 2016

Jose A. Serpa Alvarez, MD, MS, PhD, FIDSA

Current Position

George A. Hurst Distinguished Professor
Vice-chair for Education and Faculty Development
Department of Medicine, University of Texas at Tyler

Education

Ph.D., Healthcare Management and Health Policy 2017 - 2022
University of Texas School of Public Health, Houston, Texas
M.S., Clinical Investigation 2006 – 2010
Baylor College of Medicine, Houston, Texas
M.D., Medical Doctor 1991 - 1998
Universidad Peruana Cayetano Heredia, Lima, Peru

Internship, residency, and fellowship

Infectious Diseases Fellowship 2005 - 2008
Baylor College of Medicine, Houston, Texas
Internal Medicine Residency 2003 - 2005
Henry Ford Hospital, Detroit, Michigan
Internal Medicine Internship 2002 - 2003
Henry Ford Hospital, Detroit, Michigan
Research Fellowship 1999 - 2002
Institute of Tropical Medicine Alexander von Humboldt (Lima, Peru)

Other Professional Training

Master Teacher Fellowship Program, Baylor College of Medicine 2019 – 2021
Leadership Institute, Infectious Diseases Society of America 2021

Academic Appointments

Professor 2024 - present
Department of Medicine, Division of Infectious Diseases, University of Texas at Tyler
Professor (tenured) 2022- 2024
Department of Medicine, Baylor College of Medicine (BCM), Houston, Texas
Associate Professor (tenured) 2017 - 2022
Department of Medicine, Baylor College of Medicine (BCM), Houston, Texas
Assistant Professor (non-tenured) 2008 - 2017
Department of Medicine, BCM, Houston, Texas

Professional Positions

Vice-chair for Education and Faculty Development, Department of Medicine, University of Texas at Tyler 2024 - present
Medical Director, HIV Services and Thomas Street Health Center 2021 - 2024
Harris Health (Harris County, TX)
Vice-chief for Education, Section of Infectious Diseases, Department of Medicine, BCM 2021 - 2024
Director, Citywide Infectious Diseases Conference Series, BCM (CME Course) 2013 - 2024
Director, Infectious Diseases Fellowship Training Program, BCM 2013 - 2022
Associate Director, Infectious Disease Fellowship Training Program, BCM 2011 – 2012
Associate Director of Education, National School of Tropical Medicine, BCM 2011 – 2012
Director, The Effie and Wofford Cain Foundation, International Medicine Program, BCM (Endowment) 2010 - 2022

National Committee Assignments and Administrative Services

Member, Healthcare Safety and Quality Improvement Research, Study Section 2021 - 2025
Agency for Healthcare Quality and Research (AHRQ)
Member, Infectious Diseases In-training Exam Committee 2019 - Present
National Board of Medical Examiners (NBME) / Infectious Diseases Society of America
Member, Scientific Program Committee 2013 - 2024
American Society of Tropical Medicine and Hygiene (ASTMH)

Clinical Activities

Attending Physician, University of Texas Health (UT HET) Tyler 2024 -
Attending Physician, Thomas Street Health Center, Harris Health 2008 - 2024
(Houston, TX)
Attending Physician, Ben Taub Hospital, Harris Health (Houston, TX) 2010 - 2024
Attending Physician, Smith Clinic, Harris Health (Houston, TX) 2012 - 2015
Attending Physician, Baylor Clinic (Houston, TX) 2012 - 2015

Certification and Licensure

Diplomate in Internal Medicine (American Board of Internal Medicine): Certification 08/2005, recertification 10/2015
Diplomate in Infectious Diseases (American Board of Internal Medicine): Certification 12/2007, recertification 12/2017
Certificate of Knowledge in Clinical Tropical Medicine and Travelers' Health, American Society of Tropical Medicine and Hygiene, 2008
Texas Medical License (M8986, Active)

Professional Memberships and Activities

Member of the Infectious Diseases Society of America 2011 - Present
Member of the American Society of Tropical Medicine and Hygiene 2008 - Present
Member of the Peruvian College of Medicine 1999 - Present

Selected Educational Activities

Director, Infectious Diseases (ID) Fellowship Training Program 2013 – 2022
Baylor ID fellowship program has a total of 12 fellows, and it includes three tracks: general infectious diseases; infections in immunocompromised hosts (joint track with MD Anderson Cancer Center); and medicine-pediatrics combined ID fellowship (joint track with Texas Children's Hospital). The program director organizes, coordinates, and evaluates all educational activities in the fellowship program.
Director, Citywide Infectious Diseases Conference Series (CME Course) 2013 – 2024
This is a weekly 1-hour conference attended by infectious diseases faculty, fellows and pharmacists from Baylor College of Medicine, University of Texas in Houston, and MD Anderson Cancer Center. Teaching format consists of three case discussions per session focusing on diagnostic or therapeutic approaches and complemented by a brief evidence-based update on the topics discussed.
Director, The Effie and Wofford Cain Foundation (Endowment) 2010 – 2022
The Effie and Wofford Cain Foundation, International Medicine Program, provides mentoring and funding for Baylor senior medical students interested in performing clinical electives abroad (4-6 students/year). The Director of the program himself delivers individualized mentoring, allocates funding, and coordinates presentations of experiences at Baylor internal medicine grand rounds.

Honors and Awards

Fellow of the Infectious Diseases Society of America (FIDSA) (2019)
Norton Rose Fulbright Faculty Excellence Award in Teaching and Evaluation, Baylor College of Medicine (2016 and 2021)
Norton Rose Fulbright Faculty Excellent Award in Development of Enduring Educational Materials, BCM (2018)
Norton Rose Fulbright Faculty Excellence Award in Educational Leadership, BCM (2016)

Highest honors M.D. graduate (Salutatorian award), Universidad Peruana Cayetano Heredia (1999)

Funded Research

Project: Invasive Mold Infections at Ben Taub Hospital
Sponsor: Centers for Disease Control and Prevention (CDC)
Role: Principal Investigator
Type: Contract (07/15/2019-07/14/2020)

Project: Impact of Parasitic Infections on HIV Immune Recovery
Sponsor: Baylor-UT Houston Center for AIDS Research (CFAR).
Role: Co-PI (PI: R. Mejia)
Type: Grant (01/2016-07/2016)

ACTG Minority HIV Investigator Mentoring Program (MHIMP) award
Sponsor: National Institute of Allergy and Infectious Diseases - AIDS Clinical Trials Group
Role: Principal investigator (Mentor: Roberto Arduino, MD)
Type: Grant (07/2015 – 06/2016)

Project: Taenia solium Antigen Assay for the Diagnosis of Neurocysticercosis
Sponsor: Center for Globalization, Baylor College of Medicine
Role: Principal investigator
Type: Grant (07/2013-06/2015)

Project: Proton Pump Inhibitors and Lack of CD4 Recovery in HIV
Sponsor: Baylor-UT Houston Center for AIDS Research (CFAR).
Role: Principal investigator
Type: Grant (07/2012-06/2014)

Project: Lopinavir/ritonavir and lamivudine versus standard therapy in naive HIV-1 infected subjects (The Gardel Study).
Sponsor: Fundacion Huesped – Abbott
Role: Site Principal Investigator
Type: Contract (01/2013-06/2015)

Publications

Peer-reviewed publications

1. Williams SL, Salah Z, Jackson BR, Wurster S, **Serpa JA**, Grimes CZ, Atmar RL, Chiller TM, Kontoyiannis DP, Ostrosky-Zeichner L, Toda M. Using Machine Learning Algorithms to Identify Key Predictors of Invasive Mold Infection Surveillance. J Infect Dis. 2025 Jun 3:jiaf219. doi: 10.1093/infdis/jiaf219. PMID: 40458914
2. **Serpa JA**, Gemeinhardt G, Arias CA, Morgan RO, Russell H, Miao H, Ganduglia Cazaban CM. Teaching and Safety-Net Hospital Penalization in the Hospital-Acquired Condition Reduction Program. JAMA Netw Open. 2024 Feb 5;7(2):e2356196. doi: 10.1001/jamanetworkopen.2023.56196. PMID: 38363569
3. Luther VP, Barsoumian AE, Konold VJL, Vijayan T, Balba G, Benson C, Blackburn B, Cariello P, Perloff S, Razonable R, Acharya K, Azar MM, Bhanot N, Blyth D, Butt S, Casanas B, Chow B, Cleveland K, Cutrell JB, Doshi S, Finkel D, Graber CJ, Hazra A, Hochberg NS, James SH, Kaltsas A, Kodiyanplakkal RPL, Lee M, Marcos L, Mena Lora AJ, Moore CC, Nnedu O, Osorio G, Paras ML, Reece R, Salas NM, Sanasi-Bhola K, Schultz S, **Serpa JA**, Shnekendorf R, Weisenberg S, Wooten D, Zuckerman RA, Melia M, Chirch LM. Inclusion, Diversity, Access, and Equity in Infectious Diseases Fellowship Training: Tools for Program Directors. Open Forum Infect Dis. 2023 Jun;10(6):ofad289. doi: 10.1093/ofid/ofad289. eCollection 2023 Jun. PMID: 37397270
4. Toda M, Williams S, Jackson BR, Wurster S, **Serpa JA**, Nigo M, Grimes CZ, Atmar RL, Chiller TM, Ostrosky-Zeichner L, Kontoyiannis DP. Invasive Mold Infections Following Hurricane Harvey-Houston, Texas. Open Forum Infect Dis 2023; 10(3):ofad093. doi: 10.1093/ofid/ofad093. PMID: 36910694

5. Xu TH, Lovaton N, **Serpa J**, Ochoa TJ. Pulmonary Manifestations of Parasitic Diseases in Children. Pediatr Clin North Am 2021;68(1):193-207. DOI: 10.1016/j.pcl.2020.09. PMID: 33228932
6. Melia M, Paez A, Reid G, Chirch L, Luther V, Blackburn B, Perez F, Abdoler E, Kaul D, Rehm S, Harik N, Barsoumian A, Person A, Yun H, Beckham D, Boruchoff S, Cariello P, Cutrell J, Graber C, Lee D, Maziarz E, Paras M, Razonable R, Ressner R, Chen A, Chow B, Escota G, Herc E, Johnson A, Maves R, Nnedu O, Clauss H, Kulkarni P, Pottinger P, **Serpa JA**, Bhowmick T, Bittner M, Wooten D, Beata Casanas B, Shnekendorf R, and Blumberg EA. The Struggling Infectious Diseases Fellow: Remediation Challenges and Opportunities. Open Forum Infect Dis. 2020 Mar;7(3):ofaa058. doi: 10.1093/ofid/ofaa058. PMID: 32166097
7. Clark E and **Serpa JA**. Tropical Diseases in HIV. Curr Treat Options Infect Dis (2019) 11: 215. https://doi.org/10.1007/s40506-019-00194-5
8. Clark EH, **Serpa JA**. Tissue Parasites in HIV Infection. Curr Infect Dis Rep. 2019 Nov 16;21(12):49. doi: 10.1007/s11908-019-0703-8. Review. PubMed PMID: 31734888.
9. **Serpa JA**, Huynh GN, Nickell JB, Miao H. HIV Pre-Exposure Prophylaxis and Increased Incidence of Sexually Transmitted Infections in the United States. *Clin Infect Dis*. Apr 2020;70(9):1884-1890. PMID: 31284300
10. Dandachi D, Ostrom QT, Chong I, **Serpa JA**, Giordano TP, Kruchko C, Barnholtz-Sloan JS, Fowler N, Colen RR, Morón FE. Primary central nervous system lymphoma in patients with and without HIV infection: a multicenter study and comparison with U.S national data. Cancer Causes Control. 2019 May;30(5):477-488. PMID: 30888569
11. **Serpa JA**, Knights S, Farmakiotis D, Campbell J. Brucellosis in Adults and Children: A Ten-Year Case Series at Two Large Academic Hospitals in Houston, Texas. South Med J 2018. 2018 Jun;111(6):324-327. PMID: 29863218
12. **Serpa JA**, Rueda AM, Somasunderam A, Utay NS, Lewis D, Couturier JP, Breaux KG, Rodriguez-Barradas M. Long-term Use of Proton Pump Inhibitors Is Associated with Increased Microbial Product Translocation, Innate Immune Activation, and Reduced Immunologic Recovery in Patients with Chronic Human Immunodeficiency Virus-1 Infection. Clin Infec Dis. 2017 Oct 30;65(10):1638-1643. PMID: 29020215
13. Andrade R, Rodriguez-Barradas M, Yasukawa K, Villarreal E, Ross M and **Serpa JA**. Single versus three doses of intramuscular benzathine penicillin for early syphilis in HIV: A Randomized Clinical Trial. Clin Infec Dis. 2017 Mar 15;64(6):759-764. PMID: 28200045
14. Chou A and **Serpa JA**. Eosinophilia in patients infected with Human Immunodeficiency virus. Curr HIV/AIDS Rep. 2015 Sep;12(3):313-6. PMID: 26126686
15. Rodriguez-Barradas MC, **Serpa JA**, Munjal I, Mendoza D, Rueda AM, Mushtaq M, Pirofski LA. Quantitative and Qualitative Antibody Responses to Immunization with the Pneumococcal Polysaccharide Vaccine in HIV-Infected Patients after Initiation of Antiretroviral Treatment: Results from a Randomized Clinical Trial. J Infect Dis 2014, Jun 1;211(11):1703-11. PMID: 25538270
16. Al Mohajer M, Villarreal-Williams E, Andrade R, Giordano T and **Serpa JA**. Eosinophilia and Associated Factors in a Large Cohort of HIV-infected Patients. South Med J 2014;107:554-558. PMID: 25188618
17. Cahn P, Andrade-Villanueva J, Arribas JR, Gatell JM, Lama JR, Norton M, Patterson P, Sierra Madero J, Sued O, Figueroa MI, Rolon MJ; **GARDEL Study Group**. Dual therapy with lopinavir and ritonavir plus lamivudine versus triple therapy with lopinavir and ritonavir plus two nucleoside reverse transcriptase inhibitors in antiretroviral-therapy-naive adults with HIV-1 infection: 48 week results of the randomised, open label, non-inferiority GARDEL trial. Lancet Infect Dis. 2014 Jul;14(7):572-80. PMID: 24783988
18. **Serpa JA** and White AC Jr. Neurocysticercosis in the United States. Pathogens and Global Health. 2012 Sep;106(5):256-60. PMID: 23265549
19. Barry MA, Bezek S, **Serpa JA**, Hotez PJ, Woc-Colburn L. Neglected infections of poverty in Texas and the rest of the United States: management and treatment options. Clinical pharmacology and therapeutics 2012;92:170-81. PMID: 2276004
20. Hotez PJ, Dumonteil E, Woc-Colburn L, **Serpa JA**, Bezek S, Edwards M, Hallmark CJ, Musselwhite LW, Flink BJ and Bottazzi ME. Chagas Disease: "The New HIV/AIDS of the Americas". PLoS Negl Trop Dis. 2012 May;6(5):e1498. PMID: 22666504
21. Coyle CM, Mahanty S, Zunt JR, Wallin MT, Cantey PT, White Jr AC, O'Neal S, **Serpa JA**, Southern PM, Wilkins P, McCarthy A, Higgs ES, Nash TE. Neurocysticercosis: Neglected but not Forgotten. PLoS Negl Trop Dis. 2012 May;6(5):e1500. PMID: 22666505
22. Robinson P, Garza A, Weinstock J, **Serpa JA**, Goodman JC, Eckols KT, Firozgary B and Tweardy DJ. Substance P Causes Seizures in Neurocysticercosis. PLoS Pathogens. 2012. Feb; 8(2):e1002489. PMID: 22346746

23. Viola G, White AC Jr, **Serpa JA**. Cerebrovascular events and neurocysticercosis: A case report and review of the literature. American Journal of Tropical Medicine and Hygiene. 2011 Mar; 84(3). PMID: 21363977
24. **Serpa JA**, Graviss EA, Kass JS, White AC Jr. Neurocysticercosis in Houston, Texas: an update. Medicine (Baltimore). 2011. Jan;90(1):81-6. PMID: 21200189
25. **Serpa JA**, Valayam J, Musher DM, Rossen R, Pirofski L, Rodriguez-Barradas M. VH3-antibody response to immunization with pneumococcal polysaccharide vaccine in middle-aged and elderly persons. Clin Vaccine Immunol. 2011 Mar;18(3):362-6. PMID: 21228144
26. Corrales-Medina VF, Valayam J, **Serpa JA**, Rueda AM, Musher DM. The Obesity Paradox in Community-acquired Bacterial Pneumonia. International Journal of Infectious Diseases. 2011. Jan;15(1):e54-7. PMID: 21095152
27. Rueda AM, **Serpa JA**, Matloobi M, Mushtaq M, Musher DM. The spectrum of invasive pneumococcal disease at an adult tertiary care hospital in the early 21st century. Medicine (Baltimore). 2010 Sep;89(5):331-6. PMID: 20827110
28. **Serpa JA**, Villarreal-Williams E, Giordano TP. Prevalence of G6PD deficiency in a large cohort of HIV-infected patients. Journal of Infection 2010 Sep:89(5):331-6. PMID: 20732351
29. Corrales-Medina VF, Simkins J, Chirinos JA, **Serpa JA**, Horstman LL, Ahn Y. Increased levels of platelet microparticles in HIV-Infected patients with good response to HAART. Journal of Acquired Immune Deficiency Virus. 2010. Jun;54(2): 217-8. PMID: 20505474
30. **Serpa J**, Haque D, Valayam J, Breaux K and Rodriguez-Barradas M. Effect of combination antiretroviral treatment on total protein and calculated globulin levels among HIV infected patients. International Journal of Infectious Diseases. 2010. Sep: 14 Suppl 3:341-4. PMID: 20137993
31. **Serpa JA**, Teeter LD, Musser JM, Graviss EA. Tuberculosis disparity between US-born blacks and whites, Houston, Texas, USA. Emerging Infectious Diseases. 2009, 15(6):899-904. PMID: 19523288
32. Corrales-Medina VF, **Serpa JA**; Giordano TP, Bozkurt B, Madjid M, Tweardy D, Musher D. Acute Bacterial Pneumonia is Associated with the Occurrence of Acute Coronary Syndromes. Medicine (Baltimore). 2009, 88(3): 154-9. PMID: 19440118
33. Corrales-Medina VF, Fatemi O, **Serpa JA**, Valayam J, Bozkurt B, Madjid M, Musher D. The Association between Staphylococcus aureus Bacteremia and Acute Myocardial Infarction. Scandinavian Journal of Infectious Diseases. 2009, 24:1-4. PMID: 19396667
34. Rangel-Castilla L, **Serpa JA**, Gopinath S, Graviss E, Diaz-Marchan P, White Jr. AC. Contemporary Surgical Approaches to Neurocysticercosis. American Journal of Tropical Medicine and Hygiene. 2009 Mar; 80(3):373-8. PMID: 19270284
35. **Serpa JA**, Moran A, Goodman JC, Giordano TP, White AC, Jr. Neurocysticercosis in the HIV era: A Case Report and Review of the Literature. American Journal of Tropical Medicine and Hygiene. 2007 Jul;77(1): 113-7. PMID: 17620640
36. **Serpa JA**, Yancey L, White AC Jr. Advances in the Diagnosis and Management of Neurocysticercosis. Expert Review of Anti-Infective Therapy. 2006 Dec;4(6):1051-61. PMID: 17181420
37. Ahmed J, Velarde C, Ramos M, Ismail K, **Serpa J**, Ortigosa-Goggins M, Parasuraman R, Venkat KK. Outcome of low-dose ganciclovir for cytomegalovirus disease prophylaxis in renal-transplant recipients. Transplantation 2004 Dec 15; 78(11):1689-92. PMID: 15591961
38. Moore DA, Mendoza D, Gilman RH, Evans CA, Delgado MG, Guerra J, Caviedes L, Vargas D, Ticona E, Ortiz J, Soto G, **Serpa J**. Microscopic observation drug susceptibility assay, a rapid, reliable diagnostic test for multidrug-resistant tuberculosis suitable for use in resource-poor settings. Journal of Clinical Microbiology. 2004 Oct;42(10):4432-7. PMID: 15472289

Book chapters

1. Iordanov R and **Serpa JA**. Brucellosis. In: Cherry J, Harrison G, Kaplan S, Steinbach W, and Hotez P, ed. Feigin and Cherry's Textbook of Pediatric Infectious Diseases, 9th Edition. Philadelphia: Elsevier. In press
2. Iordanov R and **Serpa JA**. Cyclosporiosis, Cystoisosporiasis and Microsporidiosis. In: Cherry J, Harrison G, Kaplan S, Steinbach W, and Hotez P, ed. Feigin and Cherry's Textbook of Pediatric Infectious Diseases, 9th Edition. Philadelphia: Elsevier. In press
3. Febres Aldana A, Cabada M and **Serpa JA**. Cestodes. In: Cherry J, Harrison G, Kaplan S, Steinbach W, and Hotez P, ed. Feigin and Cherry's Textbook of Pediatric Infectious Diseases, 8th Edition. Philadelphia: Elsevier. 9th Edition. Philadelphia: Elsevier. In press
4. Xu H and **Serpa JA**. Taenia (Multiceps) multiceps and Taenia serialis (Coenurosis). In: Long S, ed. Principles and Practice of Pediatric Infectious Diseases, 6th Edition. Philadelphia: Elsevier (2023)
5. Xu H and **Serpa JA**, and White AC. Taenia solium, Taenia asiatica, and Taenia saginata (Taeniasis and Cysticercosis). In: Long S, ed. Principles and Practice of Pediatric Infectious Diseases, 6th Edition. Philadelphia: Elsevier (2023)

6. Kulkarni P and **Serpa JA**. Neurosyphilis. In: Hasbun R, ed. Meningitis and Encephalitis: Management and Prevention Challenges. Hasbun R. First Edition. Springer. 2018: 191-206
7. **Serpa JA**, Cabada M and White AC. Cestodes. In: Cherry J, Harrison G, Kaplan S, Steinbach W, and Hotez P, ed. Feigin and Cherry's Textbook of Pediatric Infectious Diseases, 8th Edition. Philadelphia: Elsevier. 2018: 2242 – 2255
8. Dandachi D and **Serpa JA**. Hematologic Manifestations of HIV Infection. In: Shandera W, ed. The Subspecialty Care of HIV-Infected Patients. First Edition. Nova Science Publishers. 2018. 195-204
9. Dailey Garnes NJ, White AC, and **Serpa JA**. Taenia (Multiceps) multiceps and Taenia serialis (Coenurosis). In: Long S, ed. Principles and Practice of Pediatric Infectious Diseases, 5th Edition. Philadelphia: Elsevier. 2018: 1410-1411
10. Dailey Garnes NJ, **Serpa JA**, and White AC. Taenia solium, Taenia asiatica, and Taenia saginata (Taeniasis and Cysticercosis). In: Long S, ed. Principles and Practice of Pediatric Infectious Diseases, 5th Edition. Philadelphia: Elsevier. 2018: 1397-1404
11. **Serpa JA**, Chung WK and White AC. Helminthic Infections. In: Scheld WM, Whitley R and Marra C, ed. Infections of the Central Nervous System. 4th Edition. Philadelphia: Lippincott Williams & Wilkins, 2014: 776-804
12. **Serpa JA** and Chou A. Tapeworms Infections. In British Medical Journal Best Practice. Original chapter published in 2014. Updates in 10/2016 and 10/2018
13. **Serpa JA** and Machicado J. Tapeworms and cysticercosis. In First Consult (point-of-care). Philadelphia: Elsevier. 2013

Other

Languages (other than English): Spanish (native speaker)
Hobbies: Swimming, traveling, soccer

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-14

Date: September 24, 2025

Subject: Request that the City Council consider authorizing the City Manager to apply for and accept funding under the Comprehensive Traffic Enforcement Grant Program administered by the Texas Department of Transportation.

Item Reference: **C-A-4 August 28th, 2024**

For the twentieth consecutive year, as part of the Fiscal Year 2025-2026 Comprehensive Traffic Enforcement grant program, the Texas Department of Transportation (TxDOT) has federal pass-through funding available to local governments. This funding is intended to deploy off-duty officers involved in proactive traffic law enforcement activities to reduce the number of traffic accidents occurring within the City and to better protect the citizens of Tyler from injury and property loss incurred in those accidents. The grant reimburses portions of the costs associated with the overtime pay of off-duty officers conducting enhanced enforcement of red light, driving while intoxicated (DWI), speeding, and occupant protection laws, public education programs, and the administrative duties of the program.

The proposed program will enable the Police Department to deploy off-duty personnel to conduct traffic enforcement grant activities at an estimated program total cost of $112,437.25. The program will be effective from October 1, 2025, to September 30, 2026. TxDOT will reimburse the Tyler Police Department an estimated total of $89,949.00, and the remaining balance of $22,488.25 will be paid in the form of a cash match from within the existing Police Department budget.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to apply for and accept funding under the Comprehensive Traffic Enforcement Grant program administered by the Texas Department of Transportation for the twentieth consecutive year.

Attachments:
Signature Form
STEP Grant 25-26

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

Edited/Submitted By:
City Manager

Texas Department Of Transportation - Traffic Safety
Electronic Signature Authorization Form

This form identifies the person(s) who have the authority to sign grant agreements and amendments for the Grant ID listed at the bottom of the page.

Name Of Organization: City of Tyler

Project Title: STEP Comprehensive

Authorizing Authority
The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into the agreement on behalf of the organization. I authorize the person(s) listed under the section "Authorized to Electronically Sign Grant Agreements and Amendments" to enter into an agreement on behalf of the organization.

Name:	Edward Broussard
Title:	City Manager
Signature:	
Date:	
Under the authority of Ordinance or Resolution Number (if applicable)	

Authorized to Electronically Sign Grant Agreements and Amendments
List Subgrantee Administrators who have complete authority to enter into an agreement on behalf of the organization.

	Print Name of Subgrantee Administrator in TxDOT Traffic Safety eGrants	Title
1.	LUKE SHAFFER	LIEUTENANT
2.	JH Burge	Sergeant
3.		

Texas Traffic Safety eGrants

Fiscal Year 2026

Organization Name: City of Tyler Police Department

Legal Name: City of Tyler

Payee Identification Number: 17560006979028

Project Title: STEP Comprehensive

ID: 2026-Tyler PD-S-1YG-00115

Period: 10/01/2025 to 09/30/2026

Texas Traffic Safety eGrants

Fiscal Year 2026

Organization Name: City of Tyler Police Department

Legal Name: City of Tyler

Payee Identification Number: 17560006979028

Project Title: STEP Comprehensive

ID: 2026-Tyler PD-S-1YG-00115

Period: 10/01/2025 to 09/30/2026

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **City of Tyler** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government/Transit District**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2025.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

CFDA Number: **20.600**
CFDA Title: **State and Community Highway Safety Grant Program**
Funding Source: Section **402**
Unique Entity Identifier (UEI) : **Qgp1UN15F5N7**
FAIN:
300004020TX0
300004020TX0

Project Title: **STEP Comprehensive**
This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **10/01/2025** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2026** unless terminated or otherwise modified.

Total Awarded: **$112,437.25**
Amount Eligible for Reimbursement by the Department: **$89,949.00**
Match Amount provided by the Subgrantee: **$22,488.25**

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RESPONSIBILITIES OF THE SUBGRANTEE

A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.

B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).

C. Attend grant related training as requested by the Department

D. Attend meetings according to the following:

1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for grant related activities.

2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.

E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.

F. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement..

G. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested, is for work exclusively related to this project.

H. Ensure that this grant will in no way supplant (replace) funds from other sources.

Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.

I. Ensure that each officer working on the STEP project will complete an officer's daily activity report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, Enforcement Zone identifier, mileage (including starting and ending mileage), hours worked, type of warning or citation issued or arrest made, officer and supervisor signatures.

J. All STEP agencies must provide the following provision in all daily activity report forms:

"I understand that this information is being submitted to support a claim against a federally-funded grant program. False statements on this form may be prosecutable under 18 USC

funded grant program. False statements on this form may be prosecutable under 18 USC 1001. This information on this form is true, correct, and complete to the best of my knowledge and ability."

The above language should be added to the activity reports immediately above the signature lines of the officer and supervisor.

K. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.

L. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.

M. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.

N. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.

O. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.

P. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

Revised: 11/07/2017

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

RESPONSIBILITIES OF THE DEPARTMENT

A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:

1. review of periodic reports
2. physical inspection of project records and supporting documentation
3. telephone conversations
4. e-mails and letters
5. quarterly review meetings
6. eGrants

B. Provide program management and technical assistance.

C. Attend appropriate meetings.

D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.

E. Perform an administrative review of the project at the close of the grant period to:

1. Ascertain whether or not the project objectives were met
2. Review project accomplishments (performance measures completed, targets achieved)
3. Account for any approved Program Income earned and expended
4. Identify exemplary performance or best practices

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GENERAL INFORMATION

Project Title:STEP Comprehensive

Project Description:

Program Elements

When performing enforcement activities under this grant, officers should make the enforcement of the STEP elements listed below their top priority, although any traffic-related probable cause can be used to initiate a vehicle stop

1. DWI : Driving While Intoxicated

2. Speed: Speed Enforcement

3. OP: Occupant Protection (Safety Belt and Child Safety Seat)

4. ITC: Intersection Traffic Control

5. DD: Distracted Driving

Holiday Periods

Enforcement activities under this grant may be conducted on any day at any time of day the agency deems appropriate. However, subgrantee should make it a priority to conduct enforcement activities during state and federally determined holiday periods, which are:

1. Christmas/New Year's

2. Spring Break

3. Memorial Day

4. Independence Day

5. Labor Day

STEP Mobilization Calendar is available on eGrantsHelp page

X Agency agrees to enforce the above Program Elements and Holiday Periods as part of the Selective Traffic Enforcement Program

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GOALS AND STRATEGIES

Goal:	To increase effective enforcement and adjudication of traffic safety-related laws to reduce crashes, injuries and fatalities.
Strategies:	Increase and sustain high visibility enforcement of traffic safety-related laws.
	Increase public education and information campaigns regarding enforcement activities.
Goal:	To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, injuries, and fatalities.
Strategy:	Increase and sustain high visibility enforcement of DWI laws.
Goal:	To increase occupant restraint use, including child-safety seats, in all passenger vehicles and trucks.
Strategy:	Increase and sustain high visibility enforcement of occupant protection laws.
Goal:	To reduce the number of speed-related crashes, injuries, and fatalities.
Strategy:	Increase and sustain high visibility enforcement of speed-related laws.
Goal:	To reduce intersection-related motor vehicle crashes, injuries, and fatalities.
Strategy:	Increase and sustain high visibility enforcement of Intersection Traffic Control (ITC) laws.
Goal:	To reduce Distracted Driving motor vehicle crashes, injuries, and fatalities.
Strategies:	Increase and sustain high visibility enforcement of state and local ordinances on celluar and texting devices.
	Increase public information and education on Distracted Driving related traffic issues.

[X] I agree to the above goals and strategies.

Please mark all of your proposed zones on a single heat map and upload that map here. Click here to see an example. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 480 and rounding to the nearest whole number.https://egrants.bts.txdot.gov/_Upload/1407512_341467-FY2026AllZones.pdf

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

Objective/Performance Measure	Target Number	Not Applicable
Reduce the number of Alcohol-Involved (DWI/DUI) KA crashes to	5	
Reduce the number of Speed-related KA crashes to	19	
Reduce the number of All OP-related (Seatbelt and Child Passenger Safety) KA crashes to	7	
Reduce the number of ITC-related KA crashes to	35	

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

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PI&E OBJECTIVE/PERFORMANCE MEASURE

XI agree to the below efforts with a public information and education (PI&E) program.

a. Conduct a minimum of five (5) presentations
b. Conduct a minimum of five (5) media exposures (e.g. news conferences, news releases, and interviews)
c. Conduct a minimum of two (2) community events (e.g. health fairs, booths)

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-15

Date: September 24, 2025

Subject: Request that the City Council consider authorizing the City Manager to award the annual price agreements for Red Select, Washed Sand, Asphalt and Street Material, Sak-Crete & Portland, Crushed Limestone and Cold Laid Asphalt for one year beginning October 1, 2025.

Item Reference:

Annual Price Agreements were published August 4, 2025 & August 15, 2025 and opened on August 26, 2025. Sealed bids were received for providing:

a. 25-045 Red Select to be used in Street Maintenance. B & T Landscaping & Dirtwork, LLC

b. 25-046 Washed Sand to be used in Street Maintenance. Craigs Dirt Service

c. 25-047 Asphalt & Street Material to be used in Street Maintenance. Texas Materials Group, Inc. DBA East Texas Asphalt Co.

d. 25-048 Sak-Crete Gravel & Portland Cement to be used in Street Maintenance. McCoy's Lumber

e. 25-050 Crushed Limestone to be used in Street Maintenance. Texas Materials Group, Inc. DBA East Texas Asphalt Co.

f. 25-075 Cold Laid Asphalt to be used in Street Maintenance. Texas Materials Group, Inc. DBA East Texas Asphalt Co.

These annual price agreements will establish unit prices to be used for periodic purchases throughout Fiscal Year 2025-2026.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to award the annual price agreements for Red Select, Washed Sand, Asphalt and Street Material, Sak-Crete & Portland, Crushed Limestone and Cold Laid Asphalt for one year beginning October 1, 2025.

Attachments:
Bid Tabulation Sheet

Drafted/Recommended By:
Department Leader Sara McCracken, Street and Stormwater Manager

Edited/Submitted By:
City Manager

CITY OF TYLER, STREET DEPARTMENT

CITY OF TYLER BID# 25-045

Red Select

DATE OPENED AND TABULATED

August 26, 2025

		VENDOR:		VENDOR:		VENDOR:		VENDOR:		VENDOR:	
		B & T Landscaping		**Bell Sand**		**Craig's Dirt Service**		**J & S Sand and Gravel**		**K & G Sand and Gravel**	
QUANITY:	PRODUCT:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:
80 Yards	Red Select Materials	**$ 4.00**	**$ 18,100.00**	No Bid	No Bid	$ 14.00	$ 63,000.00	No Bid	No Bid	No Bid	No Bid

CITY OF TYLER BID# 25-046

Washed Sand Material

DATE OPENED AND TABULATED

August 26, 2025

		VENDOR:		VENDOR:		VENDOR:		VENDOR:		VENDOR:	
		B & T Landscaping		**Bell Sand**		**Craig's Dirt Service**		**J & S Sand and Gravel**		**K & G Sand and Gravel**	
QUANITY:	PRODUCT:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:
80 Yards	Washed Sand	No Bid	No Bid	No Bid	No Bid	**$ 51.00**	**$ 10,200.00**	No Bid	No Bid	No Bid	No Bid

CITY OF TYLER BID# 25-047

ASPHALT & STREET MATERIAL

DATE OPENED AND TABULATED

August 26, 2025

		VENDOR:		VENDOR:	
		Texas Materials Group, Inc DBA East Texas Asphalt		**Longview Asphalt**	
QUANITY:	PRODUCT:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:
4,000 Tons	Hot Mix Asphalt	**$ 106.00**	**$ 424,000.00**	$ 118.00	$ 472,000.00
1,000 Tons	Oil Sand	**$ 90.00**	**$ 90,000.00**	$ 100.00	$ 100,000.00
5,000 Tons	Oil Dirt	**$ 90.00**	**$ 90,000.00**	$ 100.00	$ 500,000.00

CITY OF TYLER BID # 25-048

SAK-CRETE & PORTLAND

DATE OPENED AND TABULATED

August 26, 2025

		VENDOR:		VENDOR:		VENDOR:		VENDOR:	
		Hartmann Building Specialties,		**Contractor Supply**		**Higginbotham Brothers**		**McCoy's Lumber**	
QUANITY:	PRODUCT:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:
750	Sacks of Sak-Crete gravel mix(80 lbs.)	$ 6.57	$ 4,927.50	No Bid	No Bid	No Bid	No Bid	**$ 4.00**	**$ 3,742.50**
500	Sacks of plain Portland cement (94 lbs.)	$ 18.53	$ 9,265.00	No Bid	No Bid	No Bid	No Bid	**$ 14.55**	**$ 7,275.00**
33	Pallets	**$ -**	**$ -**	No Bid	No Bid	No Bid	No Bid	**$ 21.00**	**$ -**

CITY OF TYLER BID # 25-049

Type 1L Cement

DATE OPENED AND TABULATED

August 26, 2025

			VENDOR:		VENDOR:		VENDOR:	
		No Bids	**Martin Marietta**		**East-Tex Concrete**		No other vendor	
QUANITY:		PRODUCT:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:
		Type 1L Cement	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

CITY OF TYLER BID # 25-050

Utility Cut Base Repair Material-Crushed Limestone

DATE OPENED AND TABULATED

August 26, 2025

		VENDOR:		VENDOR:		VENDOR:	
		J & S Sand and Gravel		**K & G Sand and Gravel**		**Texas Materials Group**	
QUANITY:	PRODUCT:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:
4500 Tons	Crushed Limestone with dust still in it (LS57)	No Bid	No Bid	No Bid	No Bid	**$ 52.00**	**$ 234,000.00**

CITY OF TYLER BID # 25-051

Herbicide Treatment Program

DATE OPENED AND TABULATED

August 26, 2025

			VENDOR:		VENDOR:		VENDOR:	
		No Bids	**Edko Vegetation**		**Opterra Solutions**		**No other vendor**	
QUANITY:		PRODUCT:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:
acre		Drainage Ditch Herbicide	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
acre		Roadside Right-of-Way	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
acre		Roadside Heart of Tyler	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
acre		Roadside Curb & Gutter	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

CITY OF TYLER BID # 25-75

Cold Laid Asphalt

DATE OPENED AND TABULATED

August 26, 2025

		VENDOR:		VENDOR:		VENDOR:	
		Longview Asphalt		**Texas Materials**		**No other vendor**	
QUANITY:	PRODUCT:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:
200	Cold-laid asphalt	No Bid	No Bid	**$ 110.00**	**$ 22,000.00**	No Bid	No Bid

CITY OF TYLER BID # 25-76

Recycled Asphalt

DATE OPENED AND TABULATED

August 26, 2025

		VENDOR:		VENDOR:		VENDOR:	
	No Bid	**Longview Asphalt**		**Texas Materials**		**No other vendor**	
QUANITY:	PRODUCT:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:
200	Recycled Asphalt	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-16

Date: September 24, 2025

Subject: Request that the City Council consider authorizing the City Manager to award a contract in the amount of $187,826.00 to Curtis-McKinley Roofing and Sheetmetal for the historic gutter replacement and roof repair at the Carnegie Building 215 S. College, Tyler TX.

Item Reference: **Bid 25-043**

City of Tyler staff requested a roof inspection and assessment of the Tyler Development Center Facility, 423 W. Ferguson, Tyler TX., by Wharry Engineering of Mesquite, Texas. This assessment found that the gutters on this building are in need of being replaced and an area of roof behind the chimney is sagging and needs to be stabilized. The funds were made available this fiscal year for this project. In accordance with State Law and City of Tyler policy, request for bid was published on Friday, August 15, 2025, and Friday, August 22, 2025. Bids were opened on Tuesday, September 9, 2025, at 2:00 pm; results were as follows:

Castro Roofing of Texas LLC $489,750.00
Curtis McKinley Roofing $121,170.00

These quotes have been reviewed by staff and appear to be in order.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to award a contract in the amount of $187,826.00 to Curtis-McKinley Roofing and Sheetmetal for the historic gutter replacement and roof repair at the Carnegie Building 215 S. College, Tyler TX.

Attachments:
25-043 Bid Tabulation.pdf
25-043 Notice to Bidders - Proof.pdf
25-043 Bid-Curtis McKinley.pdf
25-043 Bid-Castro Roofing.pdf

Drafted/Recommended By:
Department Leader Gary L. Smith, Facilities Services Manager

Edited/Submitted By:

City Manager

Purchasing Department
Bid "As Read Results"

City of Tyler Bid No. / Description / Managing Department: 25-043 Carnegie Building-Gutter Replacement and Roof Repair/ Facility Services, G. Smith

Date Opened: September 9, 2025

	Vendor	Vendor	Vendor	Vendor	Vendor
	Castro Roofing of Texas, LLC.	Curtis McKinley Roofing + Sheet metal			
Unit Cost					
Total					
Bid Bond	✓	cashier's check			
Addenda	#1	#1			
Base Bid	350,250				
Alternate 1	139,500				
Alternate 2					
Alternate 3					
Alternate 4					
Base Bid + Alternates	489,750	187,826.00			

Purchasing Personnel in attendance:

Purchasing Agent

Signature: _____

Purchasing Agent

Signature: Gary Durham

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

Proof of Ad
Ad # 1839838

NOTICE TO BIDDERS

Sealed bids addressed to the City of Tyler, Texas will be received in the Purchasing Office, 304 North Border, Tyler, Texas 75702, to Attention: Purchasing Manager, until **2:00 p.m. on Tuesday, September 9, 2025** and will be opened immediately afterwards in the City Council Chambers, 212 North Border, City Hall, 2nd Floor.

Sealed bids will be for furnishing all necessary materials, equipment, superintendence and labor for construction of the following improvement for the City of Tyler, Texas:

City of Tyler Bid Number: **25-043**
Project Name: **Carnagie Center Historic Gutter and Roof Project**

The project includes: **Historic Gutter replacement/repair and roof repair per specification at Carnagie (SCHS) Building, 215 S. College, Tyler TX. 75702.**

Forms of proposal, contracts, bonds, insurance, plans and specifications may be obtained electronically at no charge from the offices of **Wharry Engineering, 4019 N. Galloway, Suite B, Mesquite TX. 75150 (972-863-9311)**

A mandatory **Pre-Bid** Conference will be held on **Tuesday, September 2, 2025 at 10:30 am at the Carnagie (SCHS) Building, 215 S. College, Tyler TX. 75702.**

Questions concerning this project shall be directed to Billy Shedd of Wharry Engineering, **972-863-9311** or bshedd@wharrytexas.com. Due to project design and specifications, and historical significance of the facility this pre-bid is mandatory.

Please Note: 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. See Section 19, "Certificates of Interested Parties".

Please Note: All Insurance and bonding provisions requested by the City of Tyler and provided with contract documents are required to execute the contract for this project.

City of Tyler
Edward Broussard, City Manager

Publish: Tyler Morning Telegraph, Tyler, Texas

PUBLICATION DATES:
First Publication –
Friday, August 15, 2025
Second Publication –
Friday, August 22, 2025

Proof

Section 5 PROPOSAL

Proposal for CIP Contract to The City of Tyler, Texas

Date of Bid: September 9, 2025

The undersigned, as bidder, in compliance with **CITY'S *Notice To Bidders*** for construction of:

City of Tyler BidNumber: 25-043
Project Name: **Carnegie Center Historic Gutter and Roof Project**

for the City of Tyler, Smith County, Texas, declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm, or corporation, that he has carefully examined the form of contract, ***Instructions to Bidders***, specifications, and the plans therein referred to, and has carefully examined the locations, conditions, and classes of materials of the proposed work; and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth, for the following unit prices.

It is understood that the following quantities of work to be done at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids.

It is further agreed that the following quantities of work to be done at unit prices and materials to be furnished may be increased or decreased as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased are to be performed at the unit prices set forth below except as provided for in the specifications.

It is further agreed that lump sum prices may be increased by change order to cover additional work ordered by the Engineer, but not when on the plans or required by the specifications, or in accordance with the ***General Conditions*** and ***Special Conditions*** and requirements. Similarly, they may be decreased to cover deletion of work so ordered.

It is further agreed that the unit and lump sum prices shall be shown in words and figures for each item listed in this proposal, and in the event of discrepancy, the words shall control, and should the bid price on any item be completely omitted, the proposal will be considered incomplete, and the proposal will be disqualified. It is understood and agreed that the work is to be completed in full either:

1) ☐ within thirty , (30) Choose an item after the date specified in the written ***Notice to Proceed,*** or
2) ☒ on or before the **mandatory completion** date of Enter mandatory completion date,

subject to such extensions of time as are provided by the ***General Conditions***.

Accompanying this proposal is a ☐ ***Bid Bond***, ☐ Certified Check, or ☒ Cashier's Check payable to the City of Tyler for:

AMOUNT:

Nine Thousand, Three Hundred Ninety One Dollars
and Thirty Cents

$9,391.30

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

Receipt is hereby acknowledged of the following addenda to the Contract Documents:

ADDENDUM NO. 1	01	Received	09/02/2025
ADDENDUM NO. 2		Received	
ADDENDUM NO. 3		Received	
ADDENDUM NO. 4		Received	
ADDENDUM NO. 5		Received	

Curtis-McKinley Roofing & Sheet Metal, Inc.	4515 Alpine Road
Bidder	Street Address
Signature	Longview, TX 75605
	City, State, Zip
David McKinley	903-757-7402
Printed Name	Telephone Number
President	09/09/2025
Title	Date

BASE PROPOSAL BID WORKSHEET:

Remove and install new gutter and downspouts with paint grip metal and paint to match existing specified for One Hundred Eighty-Seven Thousand, Eight Hundred Twenty-Six Dollars and Zero Cents.

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
No. 1	500	S.F.	500 sq.ft. of deck repair and paint underside to match existing included in base bid cost for add additional quantity/sq.ft. Fifteen Thousand Dollars Cents	$ 30.00	$ 15,000.00
No. 2	100	Ln.ft.	Cost to furnish and install 2 x 6 wood nailer, if none are present Eight Hundred Dollars Cents	$ 8.00	$ 800.00
No. 3	100	Ln.ft.	Cost to furnish and install 2 x 10 wood nailer, if none are present One Thousand Dollars Cents	$ 10.00	$ 1,000.00
No. 4		Ln.ft.	5% Contingency Eight Thousand Dollars Cents	$	$8,000.00
No. 5	200	SF	200 sq.ft. of tile replacement base bid cost for add additional Five Thousand Dollars Cents	$ 25.00	$ 5,000.00
ALTERNATE No. 1 :			Remove and install new gutter and downspout with pre-finished 24 gauge metal to match existing color. Deduct Eighteen Thousand Dollars Cents	$	$ -18,000.00
			Dollars	$	$

END OF SECTION

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$

ADD ALTERNATES:

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$

BID SUMMARY

BASE BID TOTAL

One Hundred Eighty-Seven Thousand, Eight Hundred Twenty-Six Dollars
and Zero Cents

$187,826.00

ADD ALTERNATES TOTAL

Zero Dollars
and Zero Cents

$ 0.00

BASE BID TOTAL + ADD ALTERNATIVES = TOTAL BID

One Hundred Eighty-Seven Thousand, Eight Hundred Twenty-Six Dollars
and Zero Cents

$187,826.00

STATEMENT OF MATERIALS AND OTHER CHARGES

For purposes of complying with TEX. TAX CODE ANN. Title 2., Subtitle E., Chapter 151, Subchapter C. § 151.056; Subchapter H. § 151.301, § 151.309, § 151.311, the **CONTRACTOR** agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the **CONTRACTOR**.

Value of Materials Incorporated Into the Project:	$19,000.00
Value of All Other Charges:	$168,826.00
*Total:	$187,826.00

* This statement may be submitted with ***Proposal*** and the total must agree with the **total bid** figure shown in the Bid Summary section above.

Section 5 PROPOSAL

Proposal for CIP Contract
to
The City of Tyler, Texas

Date of Bid: September 09, 2025

The undersigned, as bidder, in compliance with **CITY'S *Notice To Bidders*** for construction of:

City of Tyler BidNumber: 25-043
Project Name: **Carnegie Center Historic Gutter and Roof Project**

for the City of Tyler, Smith County, Texas, declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm, or corporation, that he has carefully examined the form of contract, ***Instructions to Bidders***, specifications, and the plans therein referred to, and has carefully examined the locations, conditions, and classes of materials of the proposed work; and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth, for the following unit prices.

It is understood that the following quantities of work to be done at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids.

It is further agreed that the following quantities of work to be done at unit prices and materials to be furnished may be increased or decreased as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased are to be performed at the unit prices set forth below except as provided for in the specifications.

It is further agreed that lump sum prices may be increased by change order to cover additional work ordered by the Engineer, but not when on the plans or required by the specifications, or in accordance with the ***General Conditions*** and ***Special Conditions*** and requirements. Similarly, they may be decreased to cover deletion of work so ordered.

It is further agreed that the unit and lump sum prices shall be shown in words and figures for each item listed in this proposal, and in the event of discrepancy, the words shall control, and should the bid price on any item be completely omitted, the proposal will be considered incomplete, and the proposal will be disqualified. It is understood and agreed that the work is to be completed in full either:

1) ☑ within thirty , (30) Choose an item after the date specified in the written ***Notice to Proceed,*** or
2) ☐ on or before the **mandatory completion** date of Enter mandatory completion date,

subject to such extensions of time as are provided by the ***General Conditions***.

Accompanying this proposal is a ☑ ***Bid Bond***, ☐ Certified Check, or ☐ Cashier's Check payable to the City of Tyler for:

AMOUNT:

5% of Total Bid Amount Dollars

and _____ Cents

$ 5% of Total Bid Amount

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

Receipt is hereby acknowledged of the following addenda to the Contract Documents:

ADDENDUM NO. 1	09/02/2025	Received	09/04/2025
ADDENDUM NO. 2		Received	
ADDENDUM NO. 3		Received	
ADDENDUM NO. 4		Received	
ADDENDUM NO. 5		Received	

Castro Roofing of Texas, LLC
Bidder

Debra Jordan
Signature

Debra Jordan
Printed Name

CFO / Controller
Title

4854 Olson Drive
Street Address

Dallas, TX 75227
City, State, Zip

(214)381-8108
Telephone Number

September 09, 2025
Date

KATHRYN DAVIDSON
Notary ID #135023560
My Commission Expires
August 5, 2028

Kathryn Davidson

BASE PROPOSAL BID WORKSHEET:

Remove and install new gutter and downspouts with paint grip metal and paint to match existing specified for $350,250 Dollars and 00 Cents.(Inclusive Of 200 SF Tile Repair)

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
No. 1	500	S.F.	500 sq.ft. of deck repair and paint underside to match existing included in base bid cost for add additional quantity/sq.ft. Twelve Thousand Five Hundred Dollars 00/100 Cents	$ 25.00	$12,500.00
No. 2	100	Ln.ft.	Cost to furnish and install 2 x 6 wood nailer, if none are present One Thousand Five Hundred Dollars 00/100 Cents	$ 15.00	$1,500.00
No. 3	100	Ln.ft.	Cost to furnish and install 2 x 10 wood nailer, if none are present One Thousand Five Hundred Dollars 00/100 Cents	$ 25.00	$2,500.00
No. 4		Ln.ft.	5% Contingency Eight Thousand Dollars 00/100 Cents	$	$8,000.00
No. 5	200	SF	200 sq.ft. of tile replacement base bid cost for add additional One Hundred Fifteen Thousand Dollars 00/100 Cents	$ 575.00	$115,000.00
ALTERNATE No. 1 :			Remove and install new gutter and downspout with pre-finished 24 gauge metal to match existing color. No Charger To Upgrade Dollars To Standard Kynar Finish Cents	No Charge To Upgrade To Standard Kynar Finish $	$
			Dollars	$	$ 489,750.00

END OF SECTION

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$

ADD ALTERNATES:

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$

BID SUMMARY

BASE BID TOTAL

Three Hundred Fifty Thousand Two Hundred Fifty Dollars
and 00/100 Cents

$350,250.00

ADD ALTERNATES TOTAL

One Hundred Thirty-Nine Thousand Five Hundred Dollars
and 00/100 Cents

$ 139,500.00

BASE BID TOTAL + ADD ALTERNATIVES = TOTAL BID

Four Hundred Eighty-Nine Thousand Seven Hundred Fifty Dollars
and 00/100 Cents

$489,750.00

STATEMENT OF MATERIALS AND OTHER CHARGES

For purposes of complying with TEX. TAX CODE ANN. Title 2., Subtitle E., Chapter 151, Subchapter C. § 151.056; Subchapter H. § 151.301, § 151.309, § 151.311, the **CONTRACTOR** agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the **CONTRACTOR**.

Value of Materials Incorporated Into the Project:	$ 58,500.00
Value of All Other Charges:	$431,250.00
*Total:	$489,750.00

* This statement may be submitted with ***Proposal*** and the total must agree with the **total bid** figure shown in the Bid Summary section above.

EXCLUDES ANY ACM TESTING & ABATEMENT OF EXISTING ROOFING FELTS
EXCLUDES ANY LEAD TESTING & ABATEMENT OF EXISTING PAINTED GUTTERS/DS
EXCLUDES DAVIS BACON WAGE RATES & CERTIFIED PAYROLL

Section 6 BID BOND

Check Here if this Section is NOT Used ☐

THE STATE OF TEXAS §
§ **BID BOND**
COUNTY OF SMITH §

THAT, Castro Roofing of Texas, LLC [*contractor*], as **PRINCIPAL**, and SureTec Insurance Company [*surety*], as **SURETY**, acknowledge their indebtedness and are held and firmly bound unto the City of Tyler (**CITY**), Texas in Smith County, as **OBLIGEE**, in the amount of Five Percent of Greatest Amount Bid [*insert figure using written words*], ($ 5% G.A.B.) [*insert numerical figure*] payable to the City of Tyler, Texas for the payment of which, the said **PRINCIPAL** (Contractor) and **SURETY** bind themselves, and their heirs, administrators, executors, successors, legal representatives, and assigns, jointly and severally, firmly by these presents.

PRINCIPAL (Contractor) is about to submit to **OBLIGEE** (City) a bid or proposal for:

City of Tyler Bid Number	25-043
Project Name	Carnegie Center Historic Gutter and Roof Project

in accordance with plans and specifications filed in **OBLIGEE'S** (City's) office and under the Request for Quotation (RFQ) / Request for Proposal (RFP) / Invitation to Bid therefor.

NOW THEREFORE:
THE CONDITION OF THIS OBLIGATION IS THAT IF:

1) the bid or proposal is rejected, or
2) the bid or proposal of **PRINCIPAL** (Contractor) is accepted; and
   a. the contract for the work is awarded to **PRINCIPAL** (Contractor) by **OBLIGEE** (City),
   b. **PRINCIPAL** (Contractor) enters into a written contract in the form of contract provided in these contract documents (properly completed in accordance with the bid),
   c. **PRINCIPAL** (Contractor) furnishes a ***Performance and Maintenance Bond*** for the performance of the work as required by law and/or the AGREEMENT,
   d. **PRINCIPAL** (Contractor) furnishes a ***Payment Bond*** for the payment of all persons performing labor or furnishing materials in connection therewith as required by law and/or the AGREEMENT, and
   e. **PRINCIPAL** (Contractor) in all other respects performs the agreement created by the acceptance of the bid,

then this obligation will be null and void; otherwise, subject to the following limitation, it will remain in full force and effect.

The limitation referred to above is that surety, in any event, will not be liable for a greater amount than the difference between the amount of principal's bid or proposal and the lowest amount in excess of that bid or proposal for which **CITY** may be able to award the contract within a reasonable time.

The **SURETY**, for value received, hereby stipulates and agrees that the obligations of said **SURETY** and its Bond shall be in no way impaired or affected by any extension of the time within which the **OBLIGEE** (City) may accept such bid; and said **SURETY** does hereby waive notice of any such extension.

I (WE) CERTIFY that the **SURETY** is registered by the State Board of Insurance to conduct business in the State of Texas, and acceptable according to the latest list of companies holding Certificates of Authority from the Secretary of the Treasury of the United States, shown on the Treasury List.

I (WE) CERTIFY that the **SURETY** has reviewed the financial condition of the **PRINCIPAL** and the **PRINCIPAL'S** qualification to perform the work required by this project.

IN WITNESS WHEREOF the **PRINCIPAL** (Contractor) and **SURETY** have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, the day and year set forth below.

Signed this 9th day of September, 20 25.

BOND NUMBER: N/A

PRINCIPAL (Contractor)	**SURETY**
Castro Roofing of Texas, LLC	SureTec Insurance Company
Printed Name of Principal	Printed Name of Surety
4854 Olson Dr.	2103 CityWest Blvd., Suite 1300
Dallas, TX 75227	Houston, TX 77042
Physical Address	Physical Address
4854 Olson Dr.	2103 CityWest Blvd., Suite 1300
Dallas, TX 75227	Houston, TX 77042
Mailing Address	Mailing Address
214-381-8108	713-812-0800
Telephone Number	Telephone Number
By: Debra Jordan	**By:**
Signature	Signature Felix Navejar
CFO | Controller	Attorney-in-Fact
Title	Title

SURETY'S SEAL:

***** NOTE *****

If signed by an Attorney-in-Fact a copy of the Power of Attorney shall be attached, or

If signed by an officer of the Surety Company a certified extract from the by-laws showing that this person has authority to sign obligation shall be attached.

SureTec Insurance Company

IMPORTANT NOTICE
Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll-free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: http://www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Principal: Castro Roofing of Texas, LLC
Obligee: City of Tyler, Texas
Project: 25-043 Carnegie Center Historic Gutter and Roof Project

POA #: 4221029

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Clem F. Lesch, Eric Lesch, Melissa Lesch, Felix Navejar

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Ten Million and 00/100 Dollars ($10,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 8th day of August , A.D. 2024 .

SURETEC INSURANCE COMPANY

By: _____
Michael C. Keimig, President

State of Texas ss:
County of Harris

On this 8th day of August , A.D. 2024 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

CHELSEA TURNER NOTARY PUBLIC STATE OF TEXAS ID 133684214 MY COMM. EXP. 07/06/2028

_____
Chelsea Turner, Notary Public
My commission expires July 6, 2028

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 9th day of September , 2025 , A.D.

_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4221029
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-17

Date: September 24, 2025

Subject: Request that the City Council consider authorizing the City Manager to extend the annual price agreement to EDKO Vegetation Managers, LLC. for Roadside and Drainage Way Herbicide Spray Program for one year beginning October 01, 2025.

Item Reference: **TEX. LOC. GOV'T CODE ANN., Â§ 252.001; City Code Section 2-6;Texas Local Government Code, Chapter 252.022**

Annual Price Agreements were published on August 4, 2025 & August 15, 2025, and opened on August 26, 2025. A bid was not received for the Roadside and Drainage Way Herbicide Spray Program. The vendor has expressed an interest in renewing the contract for an additional year, agreeing to the terms and conditions set forth in the original bid, thereby avoiding cost increases.

a. Bid No. 24-075: On 09/25/2024, an annual price agreement for Roadside & Drainage Way Herbicide Spray Program was awarded to EDKO Vegetation Managers, LLC. They have been satisfactorily fulfilling the terms of their contract.

b. The tabulation sheet and vendor renewal request are attached for review.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to extend the annual price agreement to EDKO Vegetation Managers, LLC for one year beginning October 01, 2025.

Attachments:
Bid Tabulation Sheet.xlsx
Renewal Request Letter - EDKO.pdf

Drafted/Recommended By:
Department Leader Sara McCracken, Street and Stormwater Manager

Edited/Submitted By:
City Manager

CITY OF TYLER, STREET DEPARTMENT

CITY OF TYLER BID# 25-045

Red Select

DATE OPENED AND TABULATED

August 26, 2025

		VENDOR:		VENDOR:		VENDOR:		VENDOR:		VENDOR:	
		B & T Landscaping		**Bell Sand**		**Craig's Dirt Service**		**J & S Sand and Gravel**		**K & G Sand and Gravel**	
QUANITY:	PRODUCT:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:
80 Yards	Red Select Materials	**$ 4.00**	**$ 18,100.00**	No Bid	No Bid	$ 14.00	$ 63,000.00	No Bid	No Bid	No Bid	No Bid

CITY OF TYLER BID# 25-046

Washed Sand Material

DATE OPENED AND TABULATED

August 26, 2025

		VENDOR:		VENDOR:		VENDOR:		VENDOR:		VENDOR:	
		B & T Landscaping		**Bell Sand**		**Craig's Dirt Service**		**J & S Sand and Gravel**		**K & G Sand and Gravel**	
QUANITY:	PRODUCT:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:
80 Yards	Washed Sand	No Bid	No Bid	No Bid	No Bid	**$ 51.00**	**$ 10,200.00**	No Bid	No Bid	No Bid	No Bid

CITY OF TYLER BID# 25-047

ASPHALT & STREET MATERIAL

DATE OPENED AND TABULATED

August 26, 2025

		VENDOR:		VENDOR:	
		Texas Materials Group, Inc DBA East Texas Asphalt		**Longview Asphalt**	
QUANITY:	PRODUCT:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:
4,000 Tons	Hot Mix Asphalt	**$ 106.00**	**$ 424,000.00**	$ 118.00	$ 472,000.00
1,000 Tons	Oil Sand	**$ 90.00**	**$ 90,000.00**	$ 100.00	$ 100,000.00
5,000 Tons	Oil Dirt	**$ 90.00**	**$ 90,000.00**	$ 100.00	$ 500,000.00

CITY OF TYLER BID # 25-048

SAK-CRETE & PORTLAND

DATE OPENED AND TABULATED

August 26, 2025

		VENDOR:		VENDOR:		VENDOR:		VENDOR:	
		Hartmann Building Specialties,		**Contractor Supply**		**Higginbotham Brothers**		**McCoy's Lumber**	
QUANITY:	PRODUCT:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:
750	Sacks of Sak-Crete gravel mix(80 lbs.)	$ 6.57	$ 4,927.50	No Bid	No Bid	No Bid	No Bid	**$ 4.00**	**$ 3,742.50**
500	Sacks of plain Portland cement (94 lbs.)	$ 18.53	$ 9,265.00	No Bid	No Bid	No Bid	No Bid	**$ 14.55**	**$ 7,275.00**
33	Pallets	**$ -**	**$ -**	No Bid	No Bid	No Bid	No Bid	**$ 21.00**	**$ -**

CITY OF TYLER BID # 25-049

Type 1L Cement

DATE OPENED AND TABULATED

August 26, 2025

		VENDOR:		VENDOR:		VENDOR:	
	No Bids	**Martin Marietta**		**East-Tex Concrete**		No other vendor	
QUANITY:	PRODUCT:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:
	Type 1L Cement	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

CITY OF TYLER BID # 25-050

Utility Cut Base Repair Material-Crushed Limestone

DATE OPENED AND TABULATED

August 26, 2025

		VENDOR:		VENDOR:		VENDOR:	
		J & S Sand and Gravel		**K & G Sand and Gravel**		**Texas Materials Group**	
QUANITY:	PRODUCT:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:
4500 Tons	Crushed Limestone with dust still in it (LS57)	No Bid	No Bid	No Bid	No Bid	**$ 52.00**	**$ 234,000.00**

CITY OF TYLER BID # 25-051

Herbicide Treatment Program

DATE OPENED AND TABULATED

August 26, 2025

		VENDOR:		VENDOR:		VENDOR:	
	No Bids	**Edko Vegetation**		**Opterra Solutions**		**No other vendor**	
QUANITY:	PRODUCT:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:
acre	Drainage Ditch Herbicide	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
acre	Roadside Right-of-Way	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
acre	Roadside Heart of Tyler	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
acre	Roadside Curb & Gutter	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

CITY OF TYLER BID # 25-75

Cold Laid Asphalt

DATE OPENED AND TABULATED

August 26, 2025

		VENDOR:		VENDOR:		VENDOR:	
		Longview Asphalt		**Texas Materials**		**No other vendor**	
QUANITY:	PRODUCT:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:
200	Cold-laid asphalt	No Bid	No Bid	**$ 110.00**	**$ 22,000.00**	No Bid	No Bid

CITY OF TYLER BID # 25-76

Recycled Asphalt

DATE OPENED AND TABULATED

August 26, 2025

		VENDOR:		VENDOR:		VENDOR:	
	No Bid	**Longview Asphalt**		**Texas Materials**		**No other vendor**	
QUANITY:	PRODUCT:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:
200	Recycled Asphalt	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

September 4, 2025

Heather Leal
City of Tyler, Street & Stormwater Interim Manager
3305 Frankston Hwy
Tyler, TX 75701

Re: Quote No: 24-075, Annual Roadside Right of Way, Drainage Ditch, Heart of Tyler, Curb & Gutter And/Or Sidewalks Herbicide Spray Program for the 2025 fiscal year

Ms. Leal,

Our current agreement with the City of Tyler expires August 27, 2025. Per the bid specifications, it is renewable for four (4) additional one (1) year terms with the pricing, terms, and conditions remaining firm for the fiscal year (as per page 8 of attached Quote No:24-075).

EDKO Vegetation Managers, LLC would like to exercise the first renewable one (1) year term to continue providing the City of Tyler herbicide spraying needs through the 2026 fiscal year.

This letter will serve as the intent of EDKO Vegetation Managers, LLC to extend the Roadside Right of Way, Drainage Ditch, Heart of Tyler, and Curb & Gutter And/Or Sidewalks Herbicide Spray Program Price Agreement Quote No: 24-075 through the 2026 fiscal year with approval of the City of Tyler City Council.

Sincerely

Cole Adams
Operations Manager
Edko, LLC Tyler, TX
903-581-1919

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-18

Date: September 24, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute Amendment No. 1 to the Camp Tyler lease.

Item Reference: **Ticket ID: 8077**

To optimize the use of leased property at Lake Tyler for both Camp Tyler and The Boulders, the parties have agreed to a property exchange. Under this amendment:

5.558 acres near the southeastern point of Camp Tyler's leased property will be transferred to The Boulders lease. In return, The Boulders will release 8.746 acres located on the western point of its originally leased property. Both lessees have mutually agreed to this exchange.

This amendment modifies the lease agreement between the City of Tyler, Texas, and the Camp Tyler Foundation, specifically updating Section 2 to reflect the new boundaries of the leased premises. It also clarifies that in the event of a boundary dispute, the lessee is responsible for providing a survey. The lessee accepts the premises in their current condition and remains responsible for all maintenance and repairs.

The amendment does not affect the validity of the original lease. In the event of any conflict between the original lease and this amendment, the provisions of the amendment will take precedence.

RECOMMENDATION:

Request that the City Council authorize the City Manager to execute Amendment No. 1 to the Camp Tyler lease.

Attachments:
City of Tyler _ Camp Tyler Lease Agreement - Final
Exhibit A - Camp Tyler

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

Edited/Submitted By:
City Manager

THE STATE OF TEXAS §
§
COUNTY OF SMITH §

AMENDMENT NO. 1 TO CAMP TYLER LEASE AGREEMENT

This Amendment No. 1 is made this _____ day of _____, 2025, to the Lease entered into by and between CITY OF TYLER, TEXAS hereinafter called "Lessor" or "City", and CAMP TYLER FOUNDATION, a nonprofit corporation incorporated under the laws of the State of Texas hereinafter called "Lessee" and collectively referred to as "Parties".

WHEREAS, on the **28th** day of **July**, **2021**, the CITY OF TYLER, TEXAS (Lessor) did execute and deliver to CAMP TYLER FOUNDATION (Lessee) a lease covering two tracts of property (one being 100 acres and the other being 18.6 acres) known as "CAMP TYLER", hereinafter called the "Lease".

WHEREAS, The Parties desire to amend the Lease to adjust the boundaries of the leased area known as CAMP TYLER to better utilize the leased property.

NOW, THEREFORE, the Parties agree, by this Amendment No. 1, to amend the Lease only as set out below:

I. EFFECT OF AMENDMENT.

Except as expressly modified by this Amendment No. 1, the Lease shall be and remains in full force and effect, and shall constitute the legal, valid, binding, and enforceable obligations of the parties.

II. AMENDMENTS.

Section 2. of the Lease is amended as set out below:-

2. Leased Premises.

Lessor, for and in consideration of the rents and requirements herein provided and agreed upon, does hereby lease unto Lessee the described lots or parcels of land situated in Smith County, Texas as further described in Exhibit "A" attached hereto and incorporated herein, which real property is hereinafter called the Property or "leased premises".

In case of any boundary disputes, Lessee will pay for and provide a survey complete with a metes and bounds legal description. Lessee accepts the leased premises in their present condition subject to and including all defects latent and patent and Lessee will, without expense to Lessor, repair and maintain any installations thereon and remove, or cause to be moved, any debris, buildings or improvements to the extent required for Lessee's use thereof.

III. ENTIRE AGREEMENT.

This Amendment No. 1 and the Lease, collectively, are the complete agreement of the parties and supersede any prior amendments, agreements, or representations with respect thereto.

IV. CONFLICT OF PROVISIONS.

If there is a conflict between the terms of the Lease and this Amendment No. 1, the Parties agree that the provisions herein of this Amendment No. 1 shall control.

EXECUTED this _____ day of _____, A. D., 20_____,

LESSOR: CITY OF TYLER, TEXAS

BY: _____

EDWARD BROUSSARD, CITY MANAGER

STATE OF TEXAS §
§
COUNTY OF SMITH §

This instrument was acknowledged before me on the _____ day of _____, 20_____, by **EDWARD BROUSSARD**, on behalf of the City of Tyler, Texas.

_____
Notary Public, in and for the State of Texas

FOR THE LESSEE:

SIGNATURE

Printed Name: BUD WORTHEN
CAMP TYLER FOUNDATION

Address: 15143 Camp Tyler Road

Whitehouse, TX 75791

STATE OF TEXAS §
§
COUNTY OF SMITH §

This instrument was acknowledged before me on the _____ day of _____, 20_____, by **BUD WORTHEN, FOR CAMP TYLER FOUNDATION.**

_____
Notary Public, in and for the State of Texas

Camp Tyler Lease Agreement
Exhibit A

Description of Leased Premises

LacySurveying.com
Phone (903) 859–9942
P.O. Box 1001
Chandler, TX 75758
TBPELS Firm #10194876

May 29, 2024
Field Notes for City of Tyler
8.746 Acres
J. Jordan Survey A-572
Smith County, Texas

GENERAL DESCRIPTION

All that certain tract, lot or parcel of land, a part of the J. Jordan Survey A-572, Smith County, Texas and also being a part of that certain called 336.252 acre tract of land conveyed to the City of Tyler by Deed recorded in Volume 586, Page 492 of the Deed Records of Smith County, Texas and being more completely described as follows, to wit;

METES AND BOUNDS DESCRIPTION

Beginning at a 5/8 inch iron rod found for corner, said iron rod having a NAD 83, Texas North Central Coordinate value of (N: 6,790,071.93) (E: 2,991,971.96) and being on the Northeast side of McElroy Road, 40.0 feet from and at a right angle to the centerline of same, in a North line of said 336.252 acres, at the South corner of the Smith County Youth Foundation called 50.643 acre tract (Volume 586 – Page 167) and at the Southwest corner of the Smith County Youth Foundation called 111.101 acre tract (Volume 586 – Page 167);

Thence North 87 degrees 42 minutes and 25 seconds East, along the South line of said 111.101 acres and along a North line of said 336.252 acres, at a distance of 1126.21 feet, pass a 1/2 inch iron rod with a cap stamped "ELS SURVEYING" found at the Southeast corner of said 111.101 acres and a reentrant corner of said 336.252 acres and continue across said 336.252 acres for a total distance of 1357.49 feet, to a 1/2 inch iron rod with a cap stamped "Lacy Surveying Property Corner" set for corner;

Thence South 40 degrees 31 minutes and 37 seconds East, continuing across said tract, for a distance of 47.29 feet, to a 1/2 inch iron rod with a cap stamped "RPLS 4021" set for corner in the Northwest line of another segment of McElroy Road, 40.0 feet from and at a right angle to the centerline of same;

Thence continuing across said tract, along the Northwest line of said road, 40.0 feet from and parallel to the centerline of same and with a curve to the left, which has a central angle of 36 degrees 04 minutes and 38 seconds, a radius of 896.25 feet, and a chord bearing of South 52 degrees 39 minutes and 35 seconds West, for a chord distance of 555.06 feet, to a point for corner at the P.T. of said curve;

LacySurveying.com
Phone (903) 859–9942
P.O. Box 1001
Chandler, TX 75758
TBPELS Firm #10194876

Thence South 34 degrees 37 minutes and 15 seconds West, continuing along said line and across said tract, for a distance of 170.74 feet, to a point for corner at the intersection of said Northwest side of road, with the Northeast side of the first mentioned segment of McElroy Road;

Thence North 80 degrees 56 minutes and 06 seconds West, across said 336.252 acres and along the Northeast side of said road, 40.0 feet from and parallel to the centerline of same, for a distance of 115.12 feet, to a point for corner at the P.C. of a curve to the right;

Thence continuing across said tract, along the Northeast side of said road and with said curve to the right, which has a central angle of 34 degrees 44 minutes and 43 seconds, a radius of 1070.74 feet, and a chord bearing of North 63 degrees 33 minutes and 45 seconds West, for a chord distance of 639.41 feet, to a point for corner at the P.T. of said curve;

Thence North 46 degrees 11 minutes and 23 seconds West, continuing across said tract and along the Northeast side of said road, for a distance of 225.33 feet, to the place of beginning and containing **8.746 acres.**

Plat prepared of even date.

Grid bearings, distances and coordinates are based on Texas State Plane Coordinate system, NAD 1983, Texas North Central Zone 4202. To convert grid distances to surface distances divide distance by the combined scale factor of 0.999957.

I, **DANIEL LEE COOPER**, Registered Professional Land Surveyor No. 6148, do hereby certify that the above field notes were prepared from an actual survey made on the ground under my direction and supervision during the months of April through July, 2019, January, 2020, September through October 2021 and May, 2024.

GIVEN UNDER MY HAND AND SEAL, this the 29th day of May, 2024.

Daniel Lee Cooper

Daniel Lee Cooper R.P.L.S. No. 6148



LEASED PREMISES

= The Boulders (Amendment No. 2)

= Camp Tyler (Amendment No. 1)

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C13	139.77'	269.05'	29°45'55"	S 87°25'12" W	138.21'
C14	40.22'	450.50'	05°06'56"	N 41°39'04" E	40.21'

LINE	BEARING	DISTANCE
L60	S 82°49'56" E	42.86'
L61	S 28°43'48" E	20.74'
L62	N 52°27'38" E	56.32'
L63	N 85°18'39" E	43.87'
L64	N 55°16'06" E	51.52'
L65	N 65°32'03" E	63.67'
L66	N 53°53'28" E	40.98'
L67	N 61°13'04" E	32.71'
L68	S 79°36'15" E	54.76'
L69	S 76°26'52" E	42.15'
L70	S 86°27'46" E	42.04'
L71	N 64°17'09" E	45.47'
L72	N 54°39'41" E	60.04'
L73	N 64°27'28" E	37.85'
L74	S 71°51'50" E	44.77'
L75	S 46°42'18" E	26.24'
L76	S 18°49'39" E	23.47'
L77	S 40°18'38" E	47.50'
L78	S 27°34'15" W	42.37'
L79	S 47°57'05" W	32.99'
L80	N 85°29'47" W	50.59'
L81	S 46°27'58" W	52.30'
L82	S 32°49'46" E	50.86'
L83	S 11°57'06" E	52.48'
L84	S 23°07'38" W	18.36'
L85	N 74°35'59" E	23.29'
L86	S 26°18'53" E	35.16'
L87	S 42°55'34" E	59.34'
L88	S 20°03'24" E	15.55'
L89	S 25°26'40" E	29.25'
L90	S 11°29'58" E	22.96'
L91	S 33°54'29" E	39.41'
L92	S 39°29'30" E	62.25'
L93	S 07°33'45" W	31.42'
L94	S 13°09'57" E	33.63'
L95	S 13°19'39" W	35.84'

LINE	BEARING	DISTANCE
L1	N 06°10'20" W	80.82'
L2	S 71°47'41" W	72.54'
L3	N 59°41'32" W	52.30'
L4	N 07°17'13" W	59.49'
L5	N 72°45'52" W	142.85'
L6	N 09°36'01" W	83.97'
L7	S 30°07'44" W	56.70'
L8	N 44°23'50" W	66.76'
L9	N 11°29'43" W	78.86'
L10	N 37°18'54" W	142.43'
L11	S 60°30'07" W	38.19'
L12	N 37°50'35" W	46.83'
L13	N 63°12'19" W	67.78'
L14	N 16°07'21" E	61.33'
L15	N 02°43'38" W	99.26'
L16	N 19°02'44" W	238.84'
L17	N 53°10'11" W	178.32'
L18	N 02°10'53" E	44.82'
L19	N 82°27'49" W	47.17'
L20	S 21°00'33" E	104.59'
L21	S 49°11'45" E	94.04'
L22	S 09°15'46" W	128.85'
L23	S 15°09'27" E	98.33'
L24	S 31°41'53" W	98.23'
L25	S 17°16'18" E	170.93'
L26	S 65°43'54" W	35.56'
L27	N 30°15'21" W	58.94'
L28	N 87°25'59" W	40.17'
L29	S 21°39'01" W	57.20'
L30	S 48°13'20" E	45.70'
L31	S 87°04'31" E	52.28'
L32	S 14°14'42" E	77.84'
L33	N 66°39'19" E	49.16'
L34	S 30°28'57" E	103.86'
L35	S 89°46'08" E	23.96'
L36	S 04°46'11" W	69.85'
L37	S 47°18'44" W	127.52'
L38	S 82°17'08" W	53.35'
L39	N 52°27'56" W	70.29'
L40	N 11°15'50" W	62.70'
L41	N 59°00'04" W	26.87'
L42	S 53°36'55" W	94.47'
L43	N 82°40'11" W	59.65'
L44	N 38°27'32" W	191.01'
L45	N 48°58'01" W	239.44'
L46	N 04°04'24" W	84.62'
L47	N 72°05'08" W	29.67'
L48	S 55°09'31" W	96.95'
L49	N 56°25'54" W	110.21'
L50	N 33°46'15" E	97.84'
L51	N 01°14'04" W	292.04'
L52	S 80°56'06" E	140.31'
L53	S 80°52'53" E	262.97'
L54	S 40°31'37" E	47.29'
L55	S 34°37'15" W	170.74'
L56	N 80°56'06" W	115.12'
L57	N 46°11'23" W	225.33'
L58	N 80°52'53" W	199.59'
L59	N 34°37'15" E	132.55'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	267.16'	100.01'	153°03'46"	N 41°36'17" W	194.51'
C2	136.97'	127.18'	61°42'28"	N 87°19'34" W	130.45'
C3	370.89'	384.71'	55°14'16"	N 28°51'12" W	356.69'
C4	117.81'	50.00'	135°00'07"	N 66°15'59" E	92.39'
C5	696.97'	1150.74'	34°42'09"	S 63°35'02" E	686.37'
C6	897.40'	1118.25'	45°58'48"	S 57°53'29" E	873.51'
C7	118.80'	1179.74'	5°46'12"	S 37°47'11" E	118.75'
C8	564.34'	896.25'	36°04'38"	S 52°39'35" W	555.06'
C9	649.32'	1070.74'	34°44'43"	N 63°33'45" W	639.41'
C10	1058.24'	1099.74'	55°08'02"	N 62°28'06" W	1017.88'
C11	961.60'	1198.25'	45°58'48"	N 57°53'29" W	936.00'
C12	545.53'	816.25'	38°17'34"	N 53°46'02" E	535.43'

NOTES

- Grid bearings, distances and coordinates are based on Texas State Plane Coordinate system, NAD 1983, Texas North Central Zone 4202. To convert grid distances to surface distances divide distance by the combined scale factor of 0.999957.
- This survey was prepared without the benefit of a Title Commitment.
- No attempt has been made to locate easements, utilities or improvements other than those shown hereon.
- Deed references shown hereon refer to the Deed, Land, Plat or Official Public Records of Smith County, Texas and may not reflect current ownership.
- Field Notes prepared of even date.
- 378.0' Contour line based on published lake level of Lake Tyler at the time of this survey. https://waterdatafortexas.org/reservoirs/individual/tyler

LEGEND

- ● Set 1/2" Ir. Rod with cap stamped "RPLS 4021 or Lacy Surveying Property Corner"
- ⊗ Found Ir. Rod (size noted)
- ▲ Point for corner
- ○ Point for corner on 378.0' contour line
- Power Pole
- ◇ Wood Stake (Found)

Aerial Power Line

Road

Abstract Line

0' 200' 400' 600'

PLAT OF SURVEY
SHOWING
PART OF THE C. DEAN SURVEY A - 328
PART OF THE J. JORDAN SURVEY A - 572
AND PART OF THE J. WALSH SURVEY A - 1075
SMITH COUNTY, TEXAS

I, DANIEL LEE COOPER, REGISTERED PROFESSIONAL LAND SURVEYOR NO 6148, do hereby certify that this plat was prepared from an on the ground survey performed under my direction and supervision during the months of April through July, 2019, January, 2020, September through October, 2021 and May, 2024.

GIVEN UNDER MY HAND AND SEAL, this the 29th day of May, 2024.

Daniel Lee Cooper

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6148

STATE OF TEXAS REGISTERED DANIEL LEE COOPER 6148 PROFESSIONAL LAND SURVEYOR

Texas 811 Know what's below. Call before you dig.

ADDRESS: McElroy Road

JOB # : 2024067

CLIENT : City of Tyler

SCALE: 1" = 200.00'

LACY SURVEYING
P.O. BOX 1001
CHANDLER, TEXAS 75758
PHONE (903) 859 - 9942
LacySurveying.com
Texas Board of Professional Engineers and Land Surveyors
Firm #10194876

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-19

Date: September 24, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute lease amendment No. 2 for The Boulders at Lake Tyler.

Item Reference: **Ticket ID: 8077**

This amendment to the lease agreement between the City of Tyler and Peppard Properties Ltd. (Lake Tyler Concession No. 2) replaces Amendment No. 1 from November 2019 and modifies the original lease to reflect a property exchange and rental charge adjustment.

As part of the amendment:

The Boulders will release 8.746 acres located on the western point of its originally leased property. In exchange, 5.558 acres near the southeastern point of Camp Tyler's original leased property will be added to The Boulders lease.

Additionally, 3.119 acres of open space City property northwest of the Lake Tyler Maintenance Complex will be incorporated into The Boulders leased premises.

The amendment also revises Section 1. Rental Charge, introducing a graduated rental rate based on gross income from operations:

2.5% after six months,
Increasing to 4.0% after twenty-four months.

All other terms of the original lease remain in effect. In the event of any conflict, the provisions of this amendment will prevail.

RECOMMENDATION:

Request that the City Council authorize the City Manager to execute lease amendment No. 2 for The Boulders at Lake Tyler.

Attachments:
Amendment No. 2. Lease LT Boulders - Final
Exhibit A - The Boulders at Lake Tyler

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

Edited/Submitted By:
City Manager

THE STATE OF TEXAS	**§**	**AMENDMENT NO. 2 OF LEASE BETWEEN CITY OF TYLER AND CAMP TYLER AT LAKE TYLER**
COUNTY OF SMITH	**§**	

This Amendment No. 2 is made this _____ day of _____, 2025, by and between the CITY OF TYLER, TEXAS (hereinafter referred to as "Lessor,") and Bob Peppard, of PEPPARD PROPERTIES LTD d/b/a THE BOULDERS AT LAKE TYLER, (hereinafter referred to as "Lessee,") and collectively referred to as "Parties", and covers the herein described property located in the Lake Tyler area of Smith County, Texas, known as Lake Tyler Concession No. 2 or "THE BOULDERS AT LAKE TYLER".

WHEREAS, on July 26, 2015, the CITY OF TYLER (Lessor) and Bob Peppard (Lessee) entered into a lease contract (hereinafter referred to as the "Lease") covering property known as Lake Tyler Concession No. 2; and

WHEREAS, The Parties desire to amend the Lease only as set out below; and

NOW, THEREFORE, the Parties agree, by this Amendment No. 2, to the following modifications to the original Lease:

I. EFFECT OF AMENDMENT.

This Amendment No. 2 fully nullifies and replaces Amendment No. 1 executed on the 11th day of November 2019.

Except as expressly modified by this Amendment No. 2, the original Lease shall be and remains in full force and effect, and shall constitute the legal, valid, binding, and enforceable obligations of the parties.

II. AMENDMENTS.

Section "1. Rental Charge" of the Lease is amended as set out below:

1. Rental Charge.

Monthly Rental Charge. For and in consideration of a monthly rental charge, the Lessor does hereby lease unto the Lessee the subject property in accordance with the terms and provisions provided in this Section 1.

a. Beginning six (6) months after the execution of this Lease Amendment No. 2 the monthly rental charge will be increased to an amount equal to 2.5% of the gross income from all operations on the Leased Premises; then

b. At twelve (12) months after the execution of this Lease Amendment No. 2 the monthly rental charge will be an amount equal to 3.0% of the gross income from all operations on the Leased Premises; then

c. At eighteen (18) months after the execution of this Lease Amendment No. 2 the monthly rental charge will be an amount equal to 3.5% of the gross income from all operations on the Leased Premises; then

d. At twenty-four (24) months and after the execution of this Lease Amendment No. 2, the monthly rental charge will be equal to 4.0% of the gross income from all operations on the Leased Premises.

e. **Rental Due Date. Rental payments will be made on a monthly basis on or before the twentieth (20th) day of the following month** and forwarded to Lessor's address provided in Section 34 (or subsequent address provided in writing to Lessee).

f. **Delinquent Rentals.** There shall be added to all sums due Lessor and unpaid, an interest charge on the unpaid balance of one and one-half percent (1-1/2 %) per month. No interest shall be charged upon that portion of any debt which, in good faith, is in dispute. Failure to pay interest on late payments constitutes a breach of the Lease and any subsequent Amendment.

Section "2. Leased Premises" of the Lease is amended as set out below:

2. Leased Premises. Lessor, for and in consideration of the rents and requirements provided in the original Lease and in this Lease Amendment No. 2, does hereby lease unto Lessee the property described in **Exhibit "A"**, attached hereto and made a part herein for all purposes (herein referred to as the "Leased Premises").

In case of any boundary disputes, Lessee agrees to pay for a survey complete with a metes and bounds legal description and to provide a copy to Lessor.

Lessee accepts in its present condition any and all property included in the leased premises described by Exhibit "A, subject to and including all defects latent and patent. Lessee will, without expense to Lessor, repair and maintain any installations upon the Leased Premises and remove, or cause to be moved, any debris, buildings or improvements to the extent required for Lessee's use thereof.

Section "34. Notices." of the Lease is amended as set out below:

34. Notices. Whenever notice or payment is required by this Lease or any Amendment thereof to be made, given, or transmitted to the parties hereto, such notice or payment shall be made to:

Tyler Water Utilities Administrative Office
Attn: Kate Dietz
P.O. Box 2039
Tyler, TX 75710

and notices, consents and approval to Lessee shall be made to:

Peppard Properties
7906 S. Broadway Ave.
Tyler, TX 75703

or to other such address as the parties may designate to each other in writing. It is hereby expressly required of Lessee to keep Lessor notified of a current mailing address and failure to do so shall be a breach of the Lease.

III. ENTIRE AGREEMENT.

This Amendment No. 2 and the original Lease, collectively, are the complete agreement of the parties and supersede any prior amendments, agreements, or representations with respect thereto.

IV. CONFLICT OF PROVISIONS.

If there is a conflict between the terms of the original Lease and this Amendment No. 2, the Parties agree that the provisions herein of this Amendment No. 2 shall control.

EXECUTED this _____ day of _____, A. D., 20___

LESSOR-CITY OF TYLER, TEXAS

BY: _____
EDWARD BROUSSARD,
CITY MANAGER

_____
LESSEE SIGNATURE

Printed Name: Bob Peppard. Peppard Properties d/b/a/The Boulders at Lake Tyler

Address: 7906 S. Broadway Ave.

Tyler, TX 75703

STATE OF TEXAS §
§
COUNTY OF SMITH §

This instrument was acknowledged before me on the _____ day of _____, 20_____, by **EDWARD BROUSSARD**, on behalf of the City of Tyler, Texas.

_____
Notary Public, in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF SMITH §

This instrument was acknowledged before me on the _____ day of _____, 20_____, by **BOB PEPPARD d/b/a PEPPARD PROPERTIES**.

_____
Notary Public, in and for the State of Texas

Exhibit “A” to Amendment No. 2

Description of the Leased Premises

LacySurveying.com
Phone (903) 859–9942
P.O. Box 1001
Chandler, TX 75758
TBPELS Firm #10194876

May 29, 2024
Field Notes for City of Tyler
5.558 Acres
J. Walsh Survey A-1075
Smith County, Texas

GENERAL DESCRIPTION

All that certain tract, lot or parcel of land, a part of the J. Walsh Survey A-1075, Smith County, Texas and also being a part of that certain called 66.8 acre tract of land conveyed to the City of Tyler by Deed recorded in Volume 600, Page 55 of the Deed Records of Smith County, Texas and being more completely described as follows, to wit;

METES AND BOUNDS DESCRIPTION

Beginning at a 1/2 inch iron rod with a cap stamped "Lacy Surveying Property Corner" set for corner, in a curve on the North side of an asphalt road and in the North line of a called 126.847 acre tract of land described by certified plat and field notes prepared on August 12, 2013 by R.P.L.S. #5980, which has a NAD 83, Texas North Central Coordinate value of (N: 6,790,262.37) (E: 2,994,216.45);

Thence 139.77 feet, with said curve to the left, which has a central angle of 29 degrees 45 minutes and 55 seconds, a radius of 269.05 feet, and a chord that bears South 87 degrees 25 minutes and 12 seconds West, for a chord distance of 138.21 feet, to a 1/2 inch iron rod with a cap stamped "Lacy Surveying Property Corner" set for corner;

Thence North 01 degrees 51 minutes and 37 seconds West, across said 66.8 acres and leaving said road, for a distance of 398.73 feet, to a 1/2 inch iron rod with a cap stamped "Lacy Surveying Property Corner" set for corner in the 378.0 feet contour line around Lake Tyler West;

Thence continuing across said tract and along said 378.0 feet contour line as follows:

South 82 degrees 49 minutes and 56 seconds East, for a distance of 42.86 feet, to a point for corner;

South 28 degrees 43 minutes and 48 seconds East, for a distance of 20.74 feet, to a point for corner;

North 52 degrees 27 minutes and 38 seconds East, for a distance of 56.32 feet, to a point for corner;

LacySurveying.com
Phone (903) 859–9942
P.O. Box 1001
Chandler, TX 75758
TBPELS Firm #10194876

North 85 degrees 18 minutes and 39 seconds East, for a distance of 43.87 feet, to a point for corner;

North 55 degrees 16 minutes and 06 seconds East, for a distance of 51.52 feet, to a point for corner;

North 65 degrees 32 minutes and 03 seconds East, for a distance of 63.67 feet, to a point for corner;

North 53 degrees 53 minutes and 28 seconds East, for a distance of 40.98 feet, to a point for corner;

North 61 degrees 13 minutes and 04 seconds East, for a distance of 32.71 feet, to a point for corner;

South 79 degrees 36 minutes and 15 seconds East, for a distance of 54.76 feet, to a point for corner;

South 76 degrees 26 minutes and 52 seconds East, for a distance of 42.15 feet, to a point for corner;

South 86 degrees 27 minutes and 46 seconds East, for a distance of 42.04 feet, to a point for corner;

North 64 degrees 17 minutes and 09 seconds East, for a distance of 45.47 feet, to a point for corner;

North 54 degrees 39 minutes and 41 seconds East, for a distance of 60.04 feet, to a point for corner;

North 64 degrees 27 minutes and 28 seconds East, for a distance of 37.85 feet, to a point for corner;

South 71 degrees 51 minutes and 50 seconds East, for a distance of 44.77 feet, to a point for corner;

South 48 degrees 42 minutes and 18 seconds East, for a distance of 26.24 feet, to a point for corner;

South 18 degrees 49 minutes and 39 seconds East, for a distance of 23.47 feet, to a point for corner;

South 40 degrees 18 minutes and 38 seconds East, for a distance of 47.50 feet, to a point for corner;

South 27 degrees 34 minutes and 15 seconds West, for a distance of 42.37 feet, to a point for corner;

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TBPELS Firm #10194876

South 47 degrees 57 minutes and 05 seconds West, for a distance of 32.99 feet, to a point for corner;

North 85 degrees 29 minutes and 47 seconds West, for a distance of 50.59 feet, to a point for corner;

South 46 degrees 27 minutes and 58 seconds West, for a distance of 52.30 feet, to a point for corner;

South 32 degrees 49 minutes and 46 seconds East, for a distance of 50.86 feet, to a point for corner;

South 11 degrees 57 minutes and 06 seconds East, for a distance of 52.48 feet, to a point for corner;

South 23 degrees 07 minutes and 38 seconds West, for a distance of 18.36 feet, to a point for corner;

North 74 degrees 35 minutes and 59 seconds East, for a distance of 23.29 feet, to a point for corner;

South 26 degrees 18 minutes and 53 seconds East, for a distance of 35.16 feet, to a point for corner;

South 42 degrees 55 minutes and 34 seconds East, for a distance of 59.34 feet, to a point for corner;

and South 20 degrees 03 minutes and 24 seconds East, for a distance of 15.55 feet, to a 1/2 inch iron rod with a cap stamped "Lacy Surveying Property Corner" set for corner in the North line of said 126.847 acres;

Thence South 70 degrees 34 minutes and 01 seconds West, along the North line of said 126.847 acres and continuing across said tract, for a distance of 525.92 feet, to the place of beginning and containing **5.558 acres.**

Plat prepared of even date.

Grid bearings, distances and coordinates are based on Texas State Plane Coordinate system, NAD 1983, Texas North Central Zone 4202. To convert grid distances to surface distances divide distance by the combined scale factor of 0.999957.

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TBPELS Firm #10194876

I, **DANIEL LEE COOPER**, Registered Professional Land Surveyor No. 6148, do hereby certify that the above field notes were prepared from an actual survey made on the ground under my direction and supervision during the months of April through July, 2019, January, 2020, September through October 2021 and May, 2024.

GIVEN UNDER MY HAND AND SEAL, this the 29th day of May, 2024.

Daniel Lee Cooper
Daniel Lee Cooper R.P.L.S. No. 6148



LacySurveying.com
Phone (903) 859–9942
P.O. Box 1001
Chandler, TX 75758
TBPELS Firm #10194876

May 29, 2024
Field Notes for City of Tyler
3.119 Acres
C. Dean Survey A-328
Smith County, Texas

GENERAL DESCRIPTION

All that certain tract, lot or parcel of land, a part of the C. Dean Survey A-328, Smith County, Texas and also being a part of that certain called 50 acre tract of land conveyed to the City of Tyler by Deed recorded in Volume 712, Page 356 of the Deed Records of Smith County, Texas and also being a part of that certain called 50 acre tract of land conveyed to the City of Tyler by Deed recorded in Volume 583, Page 453 of said Deed Records and being more completely described as follows, to wit;

METES AND BOUNDS DESCRIPTION

Beginning at a 1/2 inch iron rod with a cap stamped "Lacy Surveying Property Corner" set for corner, in a curve on the East side of McElroy Road, 40 feet from and at a right angle to the centerline of same and in the South line of a called 126.847 acre tract of land described by certified plat and field notes prepared on August 12, 2013 by R.P.L.S. #5980, which has a NAD 83, Texas North Central Coordinate value of (N: 6,787,685.43) (E: 2,996,072.78);

Thence North 86 degrees 14 minutes and 10 seconds East, across said tracts and along the South line of said 126.847 acres, for a distance of 470.42 feet, to a 1/2 inch iron rod found for corner;

Thence North 75 degrees 33 minutes and 10 seconds East, continuing across said 50 acres (583/453), for a distance of 173.20 feet, to a 1/2 inch iron rod with a cap stamped "Lacy Surveying Property Corner" set for corner on the 378.0 feet contour line around Lake Tyler West;

Thence across said 50 acres (583/453) and along said 378.0 contour line as follows:

South 25 degrees 26 minutes and 40 seconds East, for a distance of 29.25 feet, to a point for corner;

South 11 degrees 29 minutes and 58 seconds East, for a distance of 22.96 feet, to a point for corner;

South 33 degrees 54 minutes and 29 seconds East, for a distance of 39.41 feet, to a point for corner;

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South 39 degrees 29 minutes and 30 seconds East, for a distance of 62.25 feet, to a point for corner;

South 07 degrees 33 minutes and 45 seconds West, for a distance of 31.42 feet, to a point for corner;

South 13 degrees 09 minutes and 57 seconds East, for a distance of 33.63 feet, to a point for corner;

and South 13 degrees 19 minutes and 39 seconds West, for a distance of 35.84 feet, to a 1/2 inch iron rod with a cap stamped "Lacy Surveying Property Corner" set for corner;

Thence South 64 degrees 31 minutes and 32 seconds West, continuing across said 50 acres (583/453), for a distance of 240.71 feet, to a 1/2 inch iron rod with a cap stamped "Lacy Surveying Property Corner" set for corner;

Thence North 66 degrees 21 minutes and 45 seconds West, across both said 50 acre tracts, for a distance of 568.20 feet, to a 1/2 inch iron rod with a cap stamped "Lacy Surveying Property Corner" set for corner on the East side of said road and in a curve to the left;

Thence 40.22 feet, with said curve to the left, which has a central angle of 05 degrees 06 minutes and 56 seconds, a radius of 450.50 feet, and a chord that bears North 41 degrees 39 minutes and 04 seconds East, for a chord distance of 40.21 feet, to the place of beginning and containing **3.119 acres**.

Plat prepared of even date.

Grid bearings, distances and coordinates are based on Texas State Plane Coordinate system, NAD 1983, Texas North Central Zone 4202. To convert grid distances to surface distances divide distance by the combined scale factor of 0.999957.

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I, **DANIEL LEE COOPER**, Registered Professional Land Surveyor No. 6148, do hereby certify that the above field notes were prepared from an actual survey made on the ground under my direction and supervision during the months of April through July, 2019, January, 2020, September through October 2021 and May, 2024.

GIVEN UNDER MY HAND AND SEAL, this the 29th day of May, 2024.

Daniel Lee Cooper
Daniel Lee Cooper R.P.L.S. No. 6148



LEASED PREMISES

= The Boulders (Amendment No. 2)

= Camp Tyler (Amendment No. 1)

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C13	139.77'	269.05'	29°45'55"	S 87°25'12" W	138.21'
C14	40.22'	450.50'	05°06'56"	N 41°39'04" E	40.21'

LINE	BEARING	DISTANCE
L60	S 82°49'56" E	42.86'
L61	S 28°43'48" E	20.74'
L62	N 52°27'38" E	56.32'
L63	N 85°18'39" E	43.87'
L64	N 55°16'06" E	51.52'
L65	N 65°32'03" E	63.67'
L66	N 53°53'28" E	40.98'
L67	N 61°13'04" E	32.71'
L68	S 79°36'15" E	54.76'
L69	S 76°26'52" E	42.15'
L70	S 86°27'46" E	42.04'
L71	N 64°17'09" E	45.47'
L72	N 54°39'41" E	60.04'
L73	N 64°27'28" E	37.85'
L74	S 71°51'50" E	44.77'
L75	S 46°42'18" E	26.24'
L76	S 18°49'39" E	23.47'
L77	S 40°18'38" E	47.50'
L78	S 27°34'15" W	42.37'
L79	S 47°57'05" W	32.99'
L80	N 85°29'47" W	50.59'
L81	S 46°27'58" W	52.30'
L82	S 32°49'46" E	50.86'
L83	S 11°57'06" E	52.48'
L84	S 23°07'38" W	18.36'
L85	N 74°35'59" E	23.29'
L86	S 26°18'53" E	35.16'
L87	S 42°55'34" E	59.34'
L88	S 20°03'24" E	15.55'
L89	S 25°26'40" E	29.25'
L90	S 11°29'58" E	22.96'
L91	S 33°54'29" E	39.41'
L92	S 39°29'30" E	62.25'
L93	S 07°33'45" W	31.42'
L94	S 13°09'57" E	33.63'
L95	S 13°19'39" W	35.84'

LINE	BEARING	DISTANCE
L1	N 06°10'20" W	80.82'
L2	S 71°47'41" W	72.54'
L3	N 59°41'32" W	52.30'
L4	N 07°17'13" W	59.49'
L5	N 72°45'52" W	142.85'
L6	N 09°36'01" W	83.97'
L7	S 30°07'44" W	56.70'
L8	N 44°23'50" W	66.76'
L9	N 11°29'43" W	78.86'
L10	N 37°18'54" W	142.43'
L11	S 60°30'07" W	38.19'
L12	N 37°50'35" W	46.83'
L13	N 63°12'19" W	67.78'
L14	N 16°07'21" E	61.33'
L15	N 02°43'38" W	99.26'
L16	N 19°02'44" W	238.84'
L17	N 53°10'11" W	178.32'
L18	N 02°10'53" E	44.82'
L19	N 82°27'49" W	47.17'
L20	S 21°00'33" E	104.59'
L21	S 49°11'45" E	94.04'
L22	S 09°15'46" W	128.85'
L23	S 15°09'27" E	98.33'
L24	S 31°41'53" W	98.23'
L25	S 17°16'18" E	170.93'
L26	S 65°43'54" W	35.56'
L27	N 30°15'21" W	58.94'
L28	N 87°25'59" W	40.17'
L29	S 21°39'01" W	57.20'
L30	S 48°13'20" E	45.70'
L31	S 87°04'31" E	52.28'
L32	S 14°14'42" E	77.84'
L33	N 66°39'19" E	49.16'
L34	S 30°28'57" E	103.86'
L35	S 89°46'08" E	23.96'
L36	S 04°46'11" W	69.85'
L37	S 47°18'44" W	127.52'
L38	S 82°17'08" W	53.35'
L39	N 52°27'56" W	70.29'
L40	N 11°15'50" W	62.70'
L41	N 59°00'04" W	26.87'
L42	S 53°36'55" W	94.47'
L43	N 82°40'11" W	59.65'
L44	N 38°27'32" W	191.01'
L45	N 48°58'01" W	239.44'
L46	N 04°04'24" W	84.62'
L47	N 72°05'08" W	29.67'
L48	S 55°09'31" W	96.95'
L49	N 56°25'54" W	110.21'
L50	N 33°46'15" E	97.84'
L51	N 01°14'04" W	292.04'
L52	S 80°56'06" E	140.31'
L53	S 80°52'53" E	262.97'
L54	S 40°31'37" E	47.29'
L55	S 34°37'15" W	170.74'
L56	N 80°56'06" W	115.12'
L57	N 46°11'23" W	225.33'
L58	N 80°52'53" W	199.59'
L59	N 34°37'15" E	132.55'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	267.16'	100.01'	153°03'46"	N 41°36'17" W	194.51'
C2	136.97'	127.18'	61°42'28"	N 87°19'34" W	130.45'
C3	370.89'	384.71'	55°14'16"	N 28°51'12" W	356.69'
C4	117.81'	50.00'	135°00'07"	N 66°15'59" E	92.39'
C5	696.97'	1150.74'	34°42'09"	S 63°35'02" E	686.37'
C6	897.40'	1118.25'	45°58'48"	S 57°53'29" E	873.51'
C7	118.80'	1179.74'	5°46'12"	S 37°47'11" E	118.75'
C8	564.34'	896.25'	36°04'38"	S 52°39'35" W	555.06'
C9	649.32'	1070.74'	34°44'43"	N 63°33'45" W	639.41'
C10	1058.24'	1099.74'	55°08'02"	N 62°28'06" W	1017.88'
C11	961.60'	1198.25'	45°58'48"	N 57°53'29" W	936.00'
C12	545.53'	816.25'	38°17'34"	N 53°46'02" E	535.43'

NOTES

- Grid bearings, distances and coordinates are based on Texas State Plane Coordinate system, NAD 1983, Texas North Central Zone 4202. To convert grid distances to surface distances divide distance by the combined scale factor of 0.999957.
- This survey was prepared without the benefit of a Title Commitment.
- No attempt has been made to locate easements, utilities or improvements other than those shown hereon.
- Deed references shown hereon refer to the Deed, Land, Plat or Official Public Records of Smith County, Texas and may not reflect current ownership.
- Field Notes prepared of even date.
- 378.0' Contour line based on published lake level of Lake Tyler at the time of this survey. https://waterdatafortexas.org/reservoirs/individual/tyler

LEGEND

- ● Set 1/2" Ir. Rod with cap stamped "RPLS 4021 or Lacy Surveying Property Corner"
- ⊗ Found Ir. Rod (size noted)
- ▲ Point for corner
- ○ Point for corner on 378.0' contour line
- Power Pole
- ◇ Wood Stake (Found)

Aerial Power Line
Road
Abstract Line

0' 200' 400' 600'

PLAT OF SURVEY
SHOWING
PART OF THE C. DEAN SURVEY A - 328
PART OF THE J. JORDAN SURVEY A - 572
AND PART OF THE J. WALSH SURVEY A - 1075
SMITH COUNTY, TEXAS

I, DANIEL LEE COOPER, REGISTERED PROFESSIONAL LAND SURVEYOR NO 6148, do hereby certify that this plat was prepared from an on the ground survey performed under my direction and supervision during the months of April through July, 2019, January, 2020, September through October, 2021 and May, 2024.

GIVEN UNDER MY HAND AND SEAL, this the 29th day of May, 2024.

Daniel Lee Cooper

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6148

STATE OF TEXAS REGISTERED DANIEL LEE COOPER 6148 PROFESSIONAL LAND SURVEYOR

ADDRESS: McElroy Road
JOB # : 2024067
CLIENT : City of Tyler
SCALE: 1" = 200.00'

LACY SURVEYING
P.O. BOX 1001
CHANDLER, TEXAS 75758
PHONE (903) 859 - 9942
LacySurveying.com
Texas Board of Professional Engineers and Land Surveyors
Firm #10194876

Texas 811 Know what's below. Call before you dig.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-20

Date: September 24, 2025

Subject: Request that the City Council consider awarding sealed bids opened August 26 and September 9, 2025, to the referenced bidders for the annual price agreements and for the purchase of various wastewater treatment chemicals for the fiscal year October 1, 2025, through September 30, 2026.

Item Reference:

On August 26, 2025, sealed bids for bid number 25-056 were received and opened from two potential providers of 1-ton chlorine cylinders. PVS DX, Inc. of Dallas, Texas, was the lowest responsible bidder for this product. Brenntag Southwest, Inc. of Dallas, Texas, submitted the second-lowest bid and will be the secondary vendor for 1-ton chlorine cylinders.

For the following annual price agreement, bid number 24-063 specifications for Magnesium Hydroxide allow for annual contract renewals. Inland Environmental Resources expressed an interest in renewing its current contract for an additional year, agreeing to the terms and conditions set forth in the original bid, thereby avoiding cost increases. Inland Environmental Resources has been satisfactorily fulfilling the terms of its contract that were approved by the Council on September 25, 2024.

On August 26, 2025, sealed bids for bid number 25-064 were received and opened from one potential provider of sludge dewatering polymer for the thickeners and belt presses at the Southside and Westside Wastewater Treatment Plants. SNF Inc., of Riceboro, Georgia, submitted the sole responsible bid for both products.

On August 26, 2025, sealed bids for bid number 25-065 were received and opened from two potential providers of one-ton sulfur dioxide cylinders. PVS DX, Inc. of Dallas, Texas, was the lowest responsible bidder for this product and will be the primary vendor. Brenntag Southwest, Inc. of Houston, Texas, submitted the second-lowest bid and will be the secondary vendor for this product.

On September 9, 2025, sealed bids for bid number 25-070 were received and opened from two potential providers of Full-Service Odor Control. USP Technologies of Glen Allen, Virginia, was the lowest responsible bidder for this product and will be the primary vendor. Pencco, Inc. of San Felipe, Texas, submitted the second-lowest bid and will be the secondary vendor for this product.

RECOMMENDATION:

It is recommended that the City Council consider awarding annual price agreements for the

purchase of various wastewater treatment chemicals to the referenced bidders for the fiscal year October 1, 2025, through September 30, 2026.

Attachments:
Renewal letter IER Bid 24-063
Wastewater Treatment Bid Tab Spreadsheet 2025-2026

Drafted/Recommended By:
Department Leader Mike Norris / Manager Wastewater Treatment Systems

Edited/Submitted By:
City Manager

IER
A CALIX COMPANY

Inland Environmental Resources, Inc.
1717 S Rustle Street, Suite 104, Spokane, WA 99224
800-331-3314 www.ierwater.com

August 25, 2025

Letter to:
Kate Dietz
Manager, Water Utilities Systems
Tyler Water Utilities
511 W. Locust
Tyler, TX 75702

Subject: Bid for Magnesium Hydroxide #24-063

Dear Ms. Dietz,

Our current annual price agreement for Magnesium Hydroxide supply to the City of Tyler Water Utilities began on 10/1/2024 and is scheduled to terminate on 9/30/2025. Your current purchase price is $690/dry ton (delivered). *The bid document allowed options to extend our agreement for four (4) additional one-year* periods, at the discretion of the City of Tyler if the vendor is agreeable to maintain the same pricing. Inland Environmental Resources (IER) would like to exercise the opportunity to continue providing the City of Tyler with our ALKA-Mag^{+} (60% Magnesium Hydroxide) product and service for the next year from 10/1/2025 to 9/30/2026 at the same terms, conditions, and pricing.

This letter will serve as our intent to extend our supply contract with the approval of the City of Tyler through the coming year to end on 9/30/2026 as described above. We greatly appreciate the business relationship that we are developing with the wastewater operations teams at the South and West treatment plants, and we look forward to many more years of service to the City of Tyler.

Best regards,

Doug Kelley

Doug Kelley, Ph.D.
President
Inland Environmental Resources, Inc.

City of Tyler
Water and Wastewater Treatment Chemical Bid Tabulation
Fiscal Year 2025-2026

Chemical & Vendor	Bid Number	Quantity	Per Unit $	Total
Chlorine, 1 Ton Cylinders	**25-056**	**100**	**Tons**	
PVS DX, Inc.			$2,098.00	$209,800.00
Brenntag SW Inc			$2,143.00	$214,300.00
Magnesium Hydroxide	**24-063**	**400**	**Tons**	
Inland Environmental Resources			$690.0000	$276,000.00
Bid #25-063 Cancelled	**24-25 Contract extended for an additional year**			
Dewatering Polymer-WW	**25-064**	**170,000**	**Pounds**	
SNF Inc			$1.57	$266,900.00
Sulfur Dioxide-WW	**25-065**	**82**	**Tons**	
PVS DX, Inc.			$1,900.00	$155,800.00
Brenntag SW			$2,000.00	$164,000.00
Full-Service Odor Control	**25-070**		**per gallon**	
Pencco Inc			$2.2200	$271,383.00
USP Technologies			$4.2800	$140,400.00

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-21

Date: September 24, 2025

Subject: Request that the City Council consider authorizing the City Manager to purchase four (4) Ford e-Transit Vans for Tyler Transit from Model 1 Commercial Vehicles, Inc. through the Oklahoma State Contract SW0797C for a total purchase cost of $257,635.40.

Item Reference:

Transit staff requested a bid for the Ford e-Transit Van from Model 1 Commercial Vehicles, Inc. through the Oklahoma State Contract SW0797C. The price per van with City specified options is $64,408.85. Transit has the grant funds to purchase four (4) of these vans for a total purchase cost of $257,635.40. These vans are in stock and have a $7,500 tax credit that Tyler Transit will apply for.

Funding for these vans will come from the Section 5339 grants with no local match requirement.

RECOMMENDATION:

It is recommended that City Council consider authorizing the City Manager to purchase four (4) Ford e-Transit Vans for Tyler Transit from Model 1 Commercial Vehicles, Inc. through the Oklahoma State Contract SW0797C for a total purchase cost of $257,635.40.

Attachments:
City of Tyler Ford E-Transit quote 091225

Drafted/Recommended By:
Department Leader Leroy Sparrow/ Transit Director

Edited/Submitted By:
City Manager

Creative Bus Sales

State of Oklahoma Contract

SW0797C

FY 2025

Preparer: Brent Roy

Base Model
Mobility Trans 3.5L V6 10,360 GVWR

MobilityTRANS

Base Model Price:	$	91,550.00
Options:	$	3,450.00
Other Available Options:	$	10,473.85
Unpublished Options:	$	(41,065.00)

Vehicle Length	Lift Position	WC Positions	Total # Passengers	CDL Required
21'	Rear	1	7	No

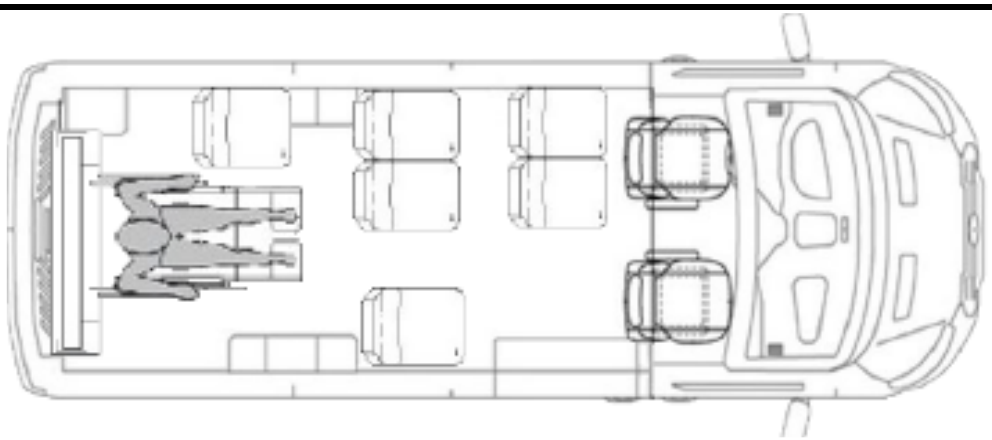
QTY Vehices: 1 **Total Contract Price:** $ 64,408.85

Per Vehicle Price: $ 64,408.85

Customer Info

Customer:	City of Tyler, TX
Address:	410 West Oakwood St. Tyler, TX 75702
Contact:	Russ Jackson
Office Phone:	903-531-1390
Mobile Phone:	903-253-1578
E-Mail:	rjackson@tylertexas.com

Floorplan



Chassis

Ford Transit 350 HR DRW chassis - 10,360# GVWR, 148" WB EL
3.5L PFDI V6 gasoline engine
10-Speed Automatic Transmission
250-amp alternator
Power-assisted hydraulic front & rear disc brakes
4-wheel anti-lock brake system
25-gallon OEM fuel tank
Independent Macpherson strut front suspension with stabilizer bar
Leaf spring rear suspension
AdvanceTrac w/Roll Stability Control (RSC) w/Forward Collision Warning
Power steering
Cruise control
Dual batteries
Vinyl driver and co-pilot seats
Driver/Co-pilot sun visor
Tilt/Telescoping steering wheel
Power windows
Power door locks
Power mirrors
OEM chassis dash heater, A/C, and defroster
Oxford White

Body

Driver and co-pilot running boards
Electric passenger entry bus door
Ford OEM 2-passenger seats with 3-pt passenger seat belts
Altro flooring

ADA

Braun Millenium wheelchair lift (800# capacity)
One (1) Q'Straint QRT-MAX retractable wheelchair securement system
Securement system storage box
Two (2) tiedown webbing loops
ADA interlock
ADA-compliant ramp and door entrance lighting

Safety

5 lb. fire extinguisher
First aid kit
Emergency triangle kit
Body fluid clean up kit
Backup alarm
Belt cutter

Options

Qty	Description	FY 2023 List Price	QTY Total
1	Bus 4-Camera System	$ 3,450.00	$ 3,450.00
-	**Subtotal Manufacturer Options:**		**$ 3,450.00**

Other Available Options

Qty	Description	FY 2023 List Price	QTY Total
1	OEM Ford Transit EV option (fully electric van)	$ 7,945.00	$ 7,945.00
1	Panic Button - Momentary Switch (h.264-PBT)	$ 62.50	$ 62.50
1	External LED Indicator (h.264-MINI-CP)	$ 187.95	$ 187.95
1	Built-In 802.11 B/G/N - Internal WiFi kit built into the DVR - for connection to WiFi networks (h.264-WIFI-N)	$ 179.45	$ 179.45
1	Mobilelink LIVE - 5-year (requires data account with wireless cellular provider)	$ 877.00	$ 877.00
1	Wireless Router - Cradlepoint IBR600 series - Includes: IBR600C wireless router, 12V adapter, low profile antenna, provisioning services, Installation	$ 1,221.95	$ 1,221.95
-	**Subtotal Manufacturer Options:**		**$ 10,473.85**

CBS Unpublished Options

Qty	Description	FY 2023 List Price	QTY Total
1	Cayman Power passenger door system installed	$ 4,330.00	$ 4,330.00
1	Temporary inventory reduction discount (while supplies last)	$ (46,845.00)	$ (46,845.00)
1	Freight/delivery	$ 1,450.00	$ 1,450.00
-	**Subtotal CBS Unpublished Options:**		**$ (41,065.00)**