CITY COUNCIL AGENDA

Wednesday, October 22, 2025
9:00 am

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

CITY COUNCIL MEETING AGENDA

CITY COUNCIL CHAMBERS - CITY HALL

City Hall, City Council Chambers
212 N. Bonner Avenue, 2nd Floor
Tyler, Texas
Follow us on Facebook Live at:
https://www.facebook.com/CityofTylerTexas/
Wednesday, October 22, 2025
9:00 am

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

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AMERICANS WITH DISABILITIES ACT NOTICE

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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 September 10, 2025.

AWARDS

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

Michael Jordan, Groundskeeper, 25 years of service

ZONING

Z-1 S25-004 AAMINA CORPORATION (712 WEST HOUSTON STREET)
Request that the City Council consider adoption of an Ordinance approving, on appeal, a Special Use Permit to allow for a Tobacco/Vape/Smoke Store. The applicant has filed a written appeal of the decision to City Council in consideration of his request.

Z-2 S25-005 TYLER LODGING LLC (621 EAST SOUTHEAST LOOP 323)
Request that the City Council consider adoption of an Ordinance approving a Special Use Permit to grant a variance to the alcohol distance requirements in order to obtain a Texas Alcoholic Beverage Commission TABC license in order to sell alcohol within 300 feet of a school.

Z-3 S25-006 SANDHU INVESTMENTS (6110 S BROADWAY AVE)
Request that the City Council consider adoption of an Ordinance approving a Special Use Permit to allow for a miniature golf venue.

Z-4 Z25-027 MARTEL JOSEPH M 2012 GST EXEMPT TRUST ET AL (6122 NEW COPELAND ROAD)
Request that the City Council consider adoption of an Ordinance approving a zone change from RPO, Restricted Professional Office District to R-1B, Single-Family Residential District.

Z-5 Z25-024 JOHNNIE MASS (719, 731, 805, AND 809 BRITTON AVENUE)
Request that the City Council consider adoption of an Ordinance approving a zone change from R-1A, Single-Family Residential District to PMF, Planned Multi-Family Residential District with a final site plan, and R-1D, Single-Family Detached and Attached Residential District.

Z-6 Z25-025 JACK L & SUSAN W SELMAN (1512 EAST HOUSTON STREET)
Request that the City Council consider adoption of an Ordinance approving a zone change from R-2, Two-Family Residential District to R-1D, Single-Family Residential District.

Z-7 Z25-028 BEH INVESTMENTS LLC (1001 MEADOW LANE)
Request that the City Council consider adoption of an Ordinance approving a zone change from R-1B, Single-Family Residential District to RPO Restricted Professional Office District.

Z-8 N25-001 CITY OF TYLER (SETTLERS LANDING TO BASS PRO WAY)
Request that the City Council consider adoption of an Ordinance approving a thoroughfare name change from Settlers Landing to Bass Pro Way.

RESOLUTION

R-1 Request that the City Council consider adoption of a Resolution authorizing the filing of an application with the East Texas Council of Governments (ETCOG) for a Regional Solid Waste Grant, and authorizing the acceptance and use of any grant(s) if awarded, authorizing the acceptance of any increases in grant funding levels, and authorizing the Solid Waste Department to take all actions needed to receive and expend grant funds.

MISCELLANEOUS

M-1 Request that the City Council consider authorizing the City Manager to execute an agreement with Union Pacific Railroad to perform preliminary engineering services costs associated with the 2024 Railroad Crossing Improvements projects in the amount of $210,000.00.

M-2 Request that the City Council consider authorizing the City Manager to execute a Capital Improvement Project (CIP) construction contract with Crown Civil Construction Corporation for the Tyler Water Utilities (TWU) Consent Decree Brick Removal project, for $1,473,686.00, Bid. No. 25-074.

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 cancelling the regularly scheduled City Council meetings of November 26, 2025, and December 24, 2025.

C-A-2 Request that the City Council consider authorizing the City Manager to declare and approve Tyler Police Department emergency communications equipment (10 police in-car radios and accessories), valued at approximately $1,500.00, as surplus and authorize the donation of the same to the Bullard Independent School District Police Department for use in police operations.

C-A-3 Request that the City Council consider ratifying authorization by the City Manager to purchase one (1) new Stepp Pothole Patcher truck to replace unit 13210 from Holt Truck Center Kinloch through Sourcewell contract #032824-NVS instead of from Kinloch Sourcewell contract #050625-SMC that was approved on 9/24/25 CA-11 for the total amount of $262,473.00.

C-A-4 Request that the City Council consider authorizing the City Manager to award a contract in the amount of $88,445.70 to CR Systems Inc, Aggieland Roofing for the

Senior Citizens Center Roof Restoration Project at 1915 Garden Valley Rd., Tyler Texas.

C-A-5 Request that the City Council consider authorizing the City Manager to purchase two commercial frontload trucks from East Texas Mack through TIPS Contract 230802 for a total purchase price of $351,820.

C-A-6 Request that the City Council consider ratifying staff action, authorization and execution for Amendment No.1 to Halff Associates, Inc. Work Order No. 1 in an amount not to exceed $18,065.00 to provide additional services for the 2022 Highway Safety Improvement Projects.

C-A-7 Request that the City Council consider authorizing the City Manager to approve the purchase of an exhaust system to expel diesel fumes from the heavy shop from McMillan James Equipment Co. Buyboard Contract # 720-23 for $87,680.00.

C-A-8 Request that the City Council consider authorizing the City Manager to renew Enviro-Care Lawn service to maintain the Oakwood Complex lawn maintenance.

C-A-9 Request that the City Council consider authorizing the purchase of Personal Protective Equipment (PPE) and station wear in the cumulative amount not to exceed $338,940.00 from Metro Fire Apparatus Specialist, Inc., CASCO Industries, Inc., MES, Inc., and Galls, Inc., in compliance with Texas Government Code Section 271.102. Such purchases are being made through Board Cooperative Purchasing Contracts for the Tyler Fire Department, FY 25-26.

C-A-10 Request that the City Council consider authorizing the City Manager to ratify the Final Reconciliatory contract change order to B-C Company, Inc., for the Federal Aviation Administration FAA Grant 55 - Airfield Electrical Vault Replacement project, increasing $48,280.00 to $1,508,985.96, at Tyler Pounds Regional Airport.

C-A-11 Request that the City Council consider authorizing the City Manager to execute a new lease for a 20-year period from October 1, 2025, through September 30, 2045, for a Fixed Base Operator Lease for Johnson Aviation, Inc., at Tyler Pounds Regional Airport.

C-A-12 Request that the City Council consider authorizing the City Manager to approve a reconciliation change order that will decrease the contract amount by $467,048.25 and the release of final retainage in the amount of $158,678.19 to Texas Pride Utilities for the Consent Decree Group 4 Mainline Specialty CIPP.

C-A-13 Request that the City Council consider authorizing the City Manager to execute a contract with Kitching & Co, LLC in the amount of $1,383,873.70 for the Consent Decree Group 7 Sanitary Sewer Manhole Package Bid 25-085 and to adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

C-A-14 Request that the City Council consider authorizing the City Manager to execute a contract with King Solutions Services, LLC in the amount of $2,315,219.00 for the Consent Decree Group 7 Sanitary Sewer Mainline Package Bid 25-084 and to adopt a Resolution reserving the right to reimburse expenditures with proceeds of future

debt.

C-A-15 Request that the City Council consider adoption of a Resolution denying ONCOR Electric Company's requested increase to its system-wide transmission and distribution rates within the City and finding that the City's reasonable rate case expenses shall be reimbursed by the Company.

C-A-16 Request that the City Council consider authorizing the City Manager to execute the Reconciliation Change Order with Baker and Company Construction, LLC for the West Mud Creek Stream Restoration project, Bid No. 24-036, decreasing the approved contract amount by $145,603.11, from $3,388,043.00 to $3,242,439.89, and approve the release of retainage.

CITY MANAGER'S REPORT

EXECUTIVE SESSION

The City Council may go into Executive Session regarding any item posted on the Agenda as authorized by Title 5, Chapter 551 of the Texas Government Code. Under Texas Gov't Code Section 551.087 "Economic Development", deliberation regarding the following: Possible offer of financial or other incentive to a prospect, and to consider financial and other information about that prospect/project with which the City is conducting economic development negotiations that could lead to a partnership in Tyler. Any final action by the City Council will be taken in open session.

ADJOURNMENT

MINUTES OF THE REGULAR CALLED MEETING OF
THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS
September 10, 2025

A regular called meeting of the City Council of the City of Tyler, Texas, was held Wednesday, September 10, 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 (absent)
	Shonda Marsh (absent)
	James Wynne
	Brad Curtis
City Manager:	Edward Broussard
Asst. City Manager:	Heather Nick
Asst. City Manager:	Keidric Trimble
City Attorney:	Deborah G. Pullum
Director of Organizational Development:	Regina Y. Moss
Main Street Director:	Amber Varona
Planning Director:	Kyle Kingma
Chief Information Officer:	Benny Yazdanpanahi
City Fire Chief:	David Coble
Police Chief:	Jimmy Toler
City Engineer:	Darin Jennings
Traffic Engineer:	Cameron Williams
Project Engineer:	Cody Bain
Director of Utilities:	Kate Dietz
Director of Parks & Recreation:	Leanne Robinette
Senior Management Analyst:	Blake Cathey
City Clerk:	Cassandra Brager

INVOCATION

The Invocation was given by Councilmember Curtis.

MINUTES

Motion by Councilmember Wynne; seconded by Councilmember Curtis to approve the July 23, 2025, minutes; motion carried 5 - 0 & approved as presented

AWARDS

A-1 Request that the City Council consider recognizing the following baby for her months of service and commitment to the City of Tyler. She represents 6 months of service with the City of Tyler.

Olivia Alacorn, Infants at Work, 6 months of service

HEARING

H-1 Request that the City Council consider conducting a public hearing to consider the creation of Valencia Hotel/ Reinvestment Zone #5 and consider adopting an Ordinance creating the Reinvestment Zone. (O-2025-55)

Mayor Warren opened the public hearing at 9:08 am and closed the public hearing at 9:08.6.

Motion by Councilmember Hene; seconded by Councilmember Curtis; motion carried 5 - 0 & approved as presented.

ORDINANCE

O-1 Request that the City Council consider adopting an Ordinance amending Tyler City Code Chapter 2 to adopt amended guidelines and criteria for tax abatement. (O-2025-56)

Motion by Councilmember Curtis; seconded by Councilmember Hene; motion carried 5 - 0 & approved as presented.

O-2 Request that the City Council: 1) consider conducting a public hearing on the Fiscal Year 2025-2026 proposed budget, 2) consider adopting the Fiscal Year 2025-2026 proposed budget by roll-call vote, and 3) consider authorizing the City Manager to execute the outside agency contracts for Fiscal Year 2025-2026. (O-2025-57)

City Manager, Edward Broussard – Gave a brief presentation on the Fiscal Year 2025-2026 Proposed budget.

Mayor Warren opened up the public hearing at 9:13 a.m. and closed the public hearing at 9:14 a.m. with no one coming forward to speak.

Councilmember Hene made the motion to adopt the proposed fiscal year 2025-2026 annual budget and authorize the City Manager to execute particular outside agency contracts budgeted for fiscal year 2025-2026; seconded by Mayor Pro Tem Nichols; motion carried 5-0.

Councilmember Hene – Aye
Councilmember Hawkins – Absent
Councilmember Marsh – Absent
Councilmember Wynne- Aye
Mayor Pro Tem Nichols – Aye
Councilmember Curtis – Aye
Mayor Warren - Aye

Councilmember Curtis made the motion to ratify the property tax increase reflected in the fiscal year 2025-2026 budget; seconded by Councilmember Wynne, motion carried 5-0.

Councilmember Hene – Aye
Councilmember Hawkins – Absent
Councilmember Marsh – Absent
Councilmember Wynne- Aye
Mayor Pro Tem Nichols – Aye
Councilmember Curtis – Aye
Mayor Warren - Aye

O-3 Request that the City Council consider conducting a public hearing, adopting an Ordinance setting the property tax rate for Fiscal Year 2025-2026 at $.236452 per $100 valuation by roll-call vote. **(O-2025-58)**

Mayor Warren opened up the public hearing at 9:15 am and closed the public hearing at 9:16 am with no one coming forward to speak.

Councilmember Wynne made the motion to approve that the property tax rate be increased by the adoption of a tax rate of $0.236452, which is effectively a 3.5% percent increase in the tax rate; seconded by Councilmember Curtis; motion carried 5-0.

Councilmember Hene – Aye
Councilmember Hawkins – Absent
Councilmember Marsh – Absent
Councilmember Wynne- Aye
Mayor Pro Tem Nichols – Aye
Councilmember Curtis – Aye
Mayor Warren - Aye

O-4 Request that the City Council consider adopting an Ordinance amending and updating fees and other applicable adjustments to Tyler City Code Chapter 8 relating to Parks, Chapter 9 relating to the Library, and Chapter 19 relating to Water and Sewer.

Mayor Pro Tem Nichols made the motion to adopt an Ordinance amending and updating fees and other applicable adjustments as presented in the budget; seconded by Councilmember Curtis; motion carried 5-0 & approved as presented. **(O-2025-59)**

MISCELLANEOUS

M-1 Request that the City Council consider authorizing the City Manager to execute an engineering contract with Applied Research Associates (ARA), Inc., to provide the city-wide pavement condition assessment and five-year pavement maintenance plan for the total contract amount of $245,000.00.

Motion by Mayor Pro Tem Nichols; seconded by Councilmember Curtis; motion carried 5 - 0 & approved as presented.

M-2 Request that the City Council consider authorizing the City Manager to execute additional design services with Fitzpatrick Architects in the amount of $616,300 and Halff in the amount of $1,192,100 for the Downtown Improvement Project.

Motion by Councilmember Curtis; seconded by Councilmember Hene; motion carried 5 - 0 & approved as presented.

M-3 Request that the City Council consider authorizing the City Manager to approve funds for Work Order No. 5 with Kimley-Horn and Associates, Inc., in an amount not to exceed $434,000.00 to provide engineering services for the Americans with Disabilities Act ADA Self-Evaluation and Transition Plan.

Motion by Mayor Pro Tem Nichols; seconded by Councilmember Wynne; motion carried 5 -0 & approved as presented.

BOARD APPOINTMENTS

B-1 Request that the City Council consider recommendations for appointment and re-appointment of members to the various City Boards.

City Clerk, Cassandra Brager- Presented City Council with the recommendation list from the boards and commissions training held in a public meeting held on August 13 for the City Council to approve the recommendations from Board Liaisons. (see attached)

Motion by Councilmember Curtis to approve the entire recommendation list as presented; seconded by Mayor Pro Tem Nichols; motion carried 5 - 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 execute a software licensing contract with Decision Optimization Technology - United States, L.P. (DOT-US), to provide the pavement management software solution for a three-year term for the total contract amount of $95,000.00.

C-A-2 Request that the City Council consider authorizing the City Manager to approve the reconciliation change order that will reduce the total contract price by $72,299.00 for the West 2nd Elevated Storage Tank Rehabilitation Bid No. 24-023 and release retainage in the Final Pay Estimate.

C-A-3 Request that the City Council consider authorizing the City Manager to ratify an expenditure in the amount of $45,884.03 for the emergency replacement of the ammonia gas feeder at the Lake Palestine Water Plant.

C-A-4 Request that the City Council consider authorizing the City Manager to ratify an expenditure in the amount of $19,068.36 for the emergency replacement of the

chlorine gas regulator system at the Lake Palestine Water Plant. This will be paid for out of the Water Production Department's operating budget.

C-A-5 Request that the City Council consider authorizing the City Manager to ratify an expenditure in the amount of $205,388 to replace two mudwell isolation valves at the Lake Palestine Water Treatment Plant (LPWTP).

C-A-6 Request that the City Council consider authorizing the City Manager to purchase a 74" mower from Kinloch equipment for the Airport to replace unit 13540 for a total cost of $42,601.98, Sourcewell contract 031121-GNR.

C-A-7 Request that the City Council consider authorizing the City Manager to purchase one 320P backhoe from Doggett Sourcewell Contract 011723-JDC for the Storm Water Department for a purchase price of $128,881.57.

C-A-8 Request that the City Council consider authorizing the City Manager to purchase two (2) Elgin Crosswind 1 sweepers from Kinloch Equipment Sourcewell Contract 093021-ELG for $275,524.00 each, a total purchase cost of $ 551,048.00.

C-A-9 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 Streets & Stormwater Department for a total purchase price of $23,533.85 through Sourcewell Contract #12624-kba.

C-A-10 Request that the City Council consider authorizing the City Manager to award an annual contract to Core & Main LP for the purchase of Neptune water meters, register units, and accessories during Fiscal Year 2025-2026 as needed.

C-A-11 Request that the City Council consider authorizing the City Manager to extend the annual price agreement to Unifirst Corporation for uniform/floor mat rental for one year beginning October 1, 2025.

C-A-12 Request that the City Council consider authorizing the City Manager to approve the agreements with various cooperative groups, whereby the City of Tyler can take full advantage of purchasing any and all items available through the cooperatives and to award the purchase of office supplies, furniture and copy paper, by utilizing multiple contracts, to Ables-Land Inc. through FirstChoice Coop, ODP Business Solutions through OMNIA, Staples through Sourcewell and purchase products from Amazon through the OMNIA coop for the fiscal year, October 1, 2025, thru September 30, 2026.

C-A-13 Request that the City Council consider authorizing the City Manager to award the purchase of Conbraco/Apollo Double Check Detector Assemblies to MacArthur Gauge, Incorporated during the Fiscal Year 2025-2026.

C-A-14 Request that the City Council consider authorizing the City Manager to declare Tyler Water Utilities and Traffic Sign Shop scrap brass, copper, water meters, ductile iron, cast iron, and miscellaneous metals as surplus and extend Bid Number 24-032 to Tyler Iron & Metal Co., Inc. of Tyler, Texas for the fiscal year beginning October 1, 2025.

C-A-15 Request that the City Council consider authorizing the City Manager to purchase one Isuzu chassis from local vendor Hall Truck Center through TIPS Contract # 230802 (chassis only) for a purchase price of $67,941.64.

C-A-16 Request that the City Council consider authorizing the City Manager to execute an Engineering Contract with the Pipeline Analysis, LLC for Amendment No. 1, Renewal No. 2, with a projected cost of $1,508,571.48 for support of Consent Decree requirements and the Wastewater Collection System's Capacity, Management, Operations, and Maintenance (CMOM) Program.

C-A-17 Request that the City Council consider authorizing the City Manager to award the various annual price agreements to the vendors listed for Ductile Iron (DI) Fittings, DI Pipe, Water Meter Boxes / Lids, and Water and Sewer New Install and Repair Products for the fiscal year beginning October 1, 2025.

C-A-18 Request that the City Council consider authorizing the City Manager to approve the purchase of YubiKeys for implementing two-factor authentication across the City's information technology systems.

C-A-19 Request that the City Council consider authorizing the City Manager to approve and sign the resubdivision of Lot 20, Eastside Subdivision No. 5, Lake Tyler, to form Lots 20A, 20B, 20C, and 20D.

C-A-20 Request that the City Council consider authorizing the City Manager to execute a construction contract with A-10 Construction and Land Improvement, LLC, for the construction of the Median Infill and Southside Park Handicap Parking Expansion Project in the amount of $128,235.00.

Motion by Councilmember Curtis to approve the entire consent agenda as presented; seconded by Councilmember Wynne; motion carried 5 - 0 & approved as presented.

CITY MANAGER'S REPORT

1. Mayor and Council, as was made and mentioned earlier, the groundbreaking was held a couple of Fridays ago for the Downtown Renovation Project and that went off very well. We were very excited about the number of people who came out to show support for that project. One of the ways that we're continuing to show support for our local businesses downtown is through a new program that our Downtown Tyler and Main Street Department has started, which is the Cash Mob Series. So, it's a monthly promotional

campaign aimed at encouraging residents, visitors and workers to spend locally in energized downtown Tyler. So, one day each month, community members are invited to join the Cash Mob Movement by shopping, dining and supporting a participating downtown Tyler business. And so, for this month, on Wednesday, September 17th, at Heritage East at Culture East Texas, a local restaurant on the Square, they will be doing a Cash Mob Program there. So, feel free to eat there before September 17th, but if you can, go there to enjoy that. Heritage East is owned locally by Chef Lance McWhorter, an East Texan native as well as a Veteran. So, we're very excited about that opportunity to participate with that one.

2. Lots of different activities coming up at Tyler Arts Festival. You will see that here at the Caldwell Arts Academy parking this weekend from 10 a.m. to 5 p.m. This is a project that started up about two years ago and having the Tyler Arts Festival of art, music and just different activities there. And so, we're proud to kind of partner with Caldwell School there to be able to do that. So, that was a free event that we encourage the community to come be part of.
3. The other thing that is going on in the community is also the Tyler Film Festival. So, this is the 2025 Tyler Film Festival. It is on September 12th and the 13th. And so, we have lots of different as far as films that have been put in contention for the film festival. And it is a great event. If you're able to be part of that at Liberty Hall, please do.
4. And then there's also just numerous different projects going on around town. One I want to highlight though is kind of our pedestrian signal and ADA Curb Ramp Projects that we're doing. You're seeing these kind of throughout the city right now. Progress continues on these improvement projects at five different key intersections throughout the City of Tyler. And to date, curb ramps and pedestrian signal foundations and poles have been successfully installed at the following locations that you'll see. At Old Jacksonville Highway and Saint Brook Drive at that intersection. And also, at Loop 323 and South Broadway Avenue. In fact, those two intersections should be open today with the work that's being done on that. Other ones that you see construction continuing on that will be finished relatively soon are at Beckham Avenue and East 5th Street. That intersection, Beckham Avenue and Front Street. And then also Front Street and Glenwood Boulevard. And so, we're very excited about those projects and making it as far as easier for pedestrians to move about and also to have that ADA Accessibility fully there at those intersections.

ADJOURNMENT

Motion by Mayor Pro Tem Nichols to adjourn the meeting at 9:36 am; seconded by Councilmember Wynne; motion carried 5 - 0 & meeting adjourned.

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

A T T E S T:

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CASSANDRA BRAGER, CITY CLERK

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. A-1

Date: October 22, 2025

Subject: Request that the City Council consider recognizing the following employee for his years of service and commitment to the City of Tyler. He represents twenty-five years of service with the City of Tyler. Michael Jordan, Groundskeeper, 25 years of service

Item Reference:

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

Michael Jordan, Groundskeeper, 25 years of service

RECOMMENDATION:

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

Attachments:
October 2025 Service Award CC

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

Edited/Submitted By:
City Manager

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: **A-1**

Date: **October 22, 2025**

Subject: **Award for October 2025**

Page: **Page 1 of 1**

Item Reference: **Service Award**

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

Service Awards

Date of Hire	First Name	Last Name	Title	Department	Years of Service
9/05/2000	Michael	Jordan	Groundskeeper	Parks & Recreation	25

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

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-1

Date: October 22, 2025

Subject: S25-004 AAMINA CORPORATION (712 WEST HOUSTON STREET) Request that the City Council consider adoption of an Ordinance approving, on appeal, a Special Use Permit to allow for a Tobacco/Vape/Smoke Store. The applicant has filed a written appeal of the decision to City Council in consideration of his request.

Item Reference:

The applicant is requesting the Special Use Permit (SUP) to allow for a Tobacco/Vape/Smoke Store. On Lot 43A, 68-70 of NCB 182, one lot containing approximately 0.03 acres of land located east of the southeast intersection of South Vine Avenue and West Houston Street (712 West Houston Street). The property is zoned C-1, Light Commercial District.

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

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

The adjacent property to the north is zoned AR, Adaptive Reuse District and it is undeveloped. The adjacent properties to the east, south and west are zoned C-1, Light Commercial District and are developed with a single-family home, business uses and undeveloped.

SUPs are approved for specific periods of time. The terms and duration of an SUP rests with the City Council. Most first-time SUPs are issued for three years with renewals typically approved for longer time periods, usually five years. Some special uses, due to their nature and the cost associated with their

operation, may be approved indefinitely. The SUP's may be revoked by the City Council at any time.

In December 2024, the City Council approved a Tobacco/Vape/Smoke Store for one year. The applicant is requesting to renew the same use. In 2023, the UDC was amended to restrict the proposed use in C-1, Light Commercial District zoning except for when the City Council approved an SUP. Since the store's initial approval, the Police Department has received multiple reports related to the property, including noise disturbances, aggravated assault, physical altercations, vehicle burglaries, and welfare concerns. Additionally, there have been illegal products being sold on-site, including sales to underage individuals. As a result, the property has received a cease-and-desist letter issued by the Police Chief.

On October 7, 2025, the Planning and Zoning Commission denied the request by a 6-0 vote. The Commission discussed staff's findings, as the location has had issues with underage sales and sales of illegal products per the Police Department. The applicant was present and spoke in favor of the request.

As of Friday, October 17, 2025, of the 13 notices mailed, no notices were received in favor or in opposition to the request.

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

RECOMMENDATION:

The Planning and Zoning Commission by a 6-0 vote recommends denial of the Special Use Permit to allow for a Tobacco/Vape/Smoke Store. The applicant has filed a written appeal of the decision to City Council in consideration of his request.

Attachments:
Ordinance
Location Map
Future Land Use Guide
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 TOBACCO/VAPE/SMOKE STORE ON LOT 43A, 68-70 OF NCB 182, ONE LOT CONTAINING APPROXIMATELY 0.03 ACRES OF LAND LOCATED EAST OF THE SOUTHEAST INTERSECTION OF SOUTH VINE AVENUE AND WEST HOUSTON STREET (712 WEST HOUSTON STREET); PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

I. APPLICATION S25-004

That the following described property, which is currently zoned "C-1", Light Commercial District, shall hereafter allow a Special Use to allow for a Tobacco/Vape/Smoke Store, to wit:

> On Lot 43A, 68-70 of NCB 182, one lot containing approximately 0.03 acres of land located east of the southeast intersection of South Vine Avenue and West Houston Street (712 West Houston Street).

PART 2: The Special Use Permit is for a Tabacco/Vape/Smoke Store for a one year period of time.

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 October 24th, 2025.

PASSED AND APPROVED this the 22nd day of October, A.D., 2025.

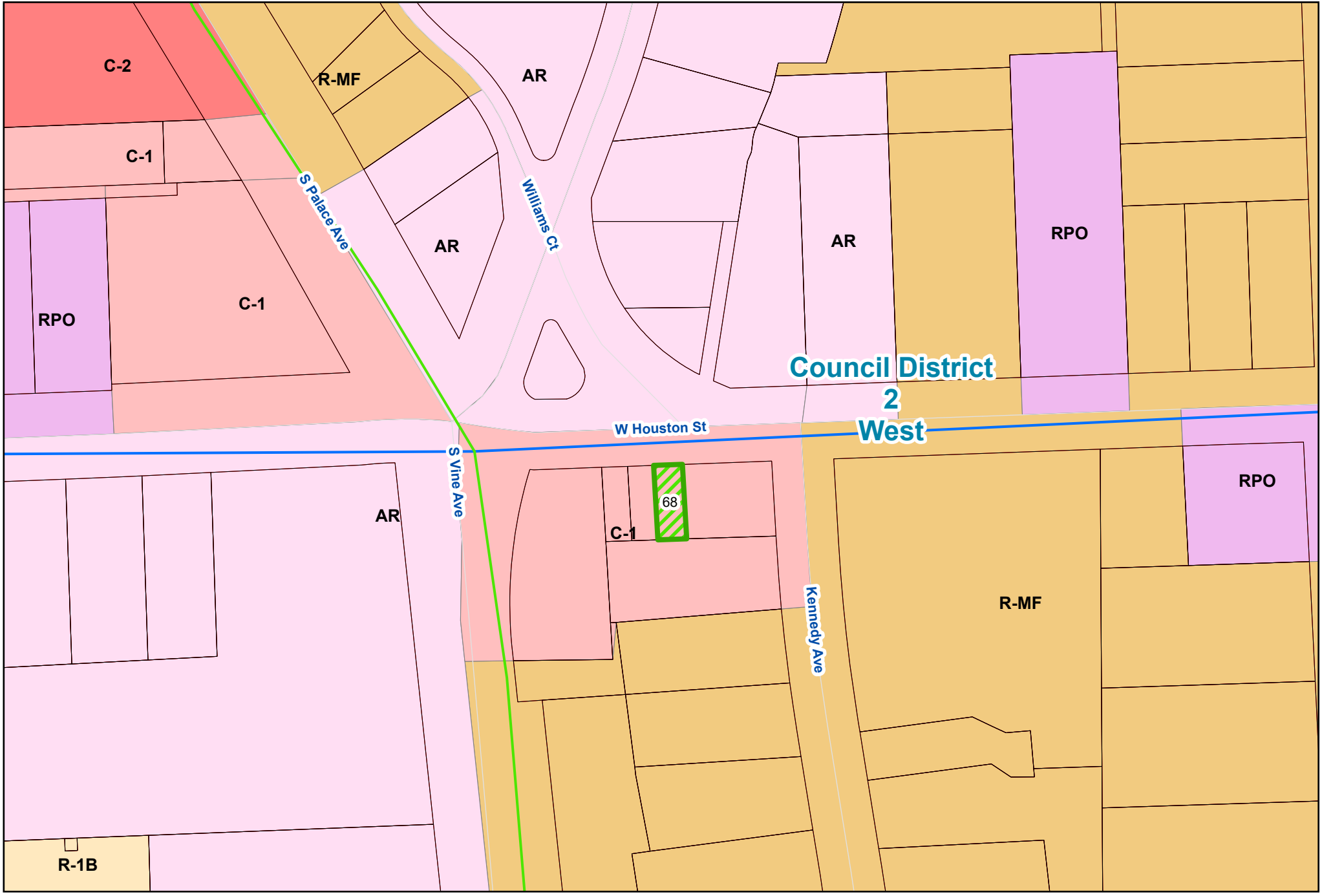
_____
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

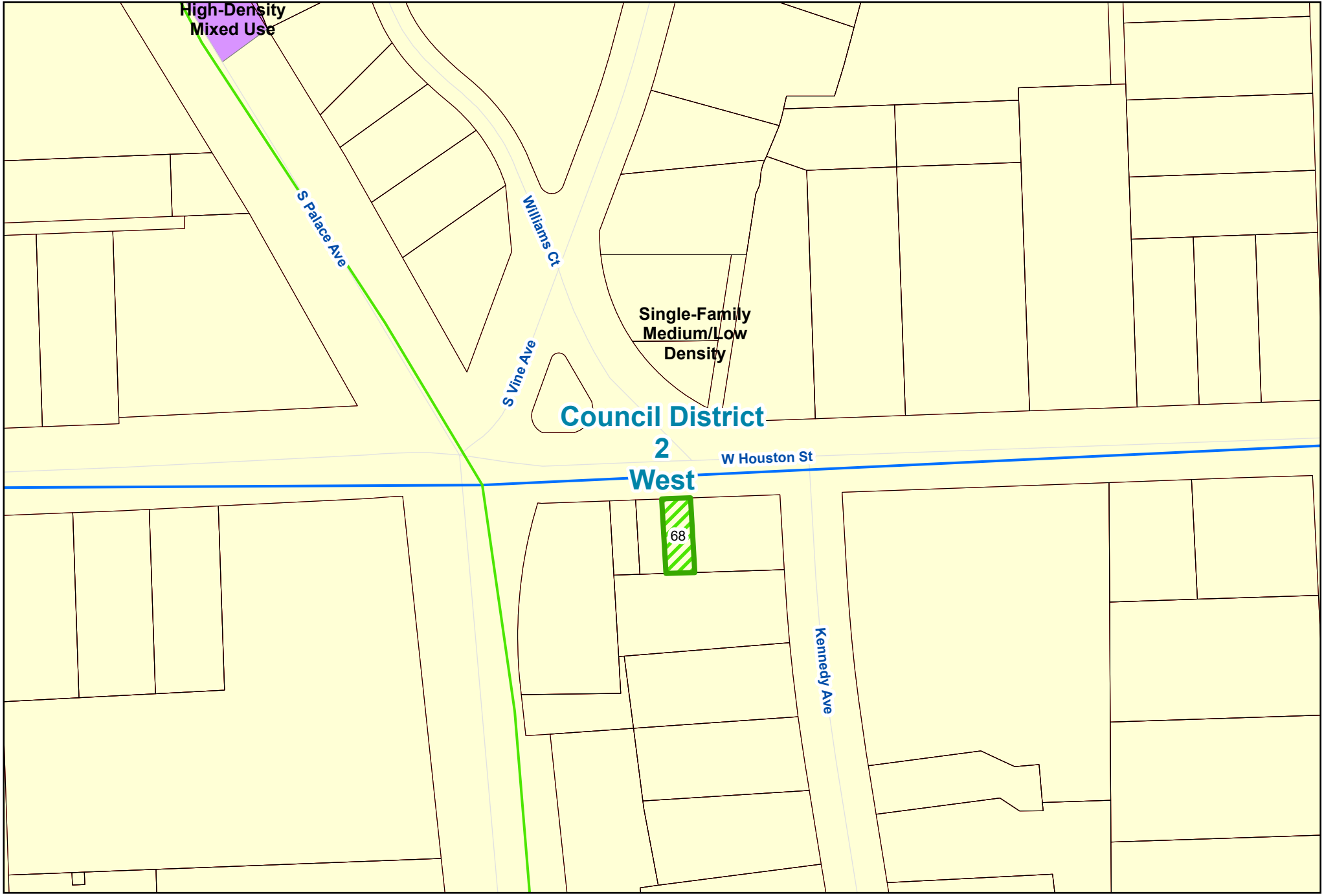


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1 inch equals 100 feet

ZONING CASE
Zoning Case #: S25-004
Current Zoning: C-1
Proposed Use: Tobacco/Vape/Smoke Store
AAMINA CORPOEATION

Subject Property

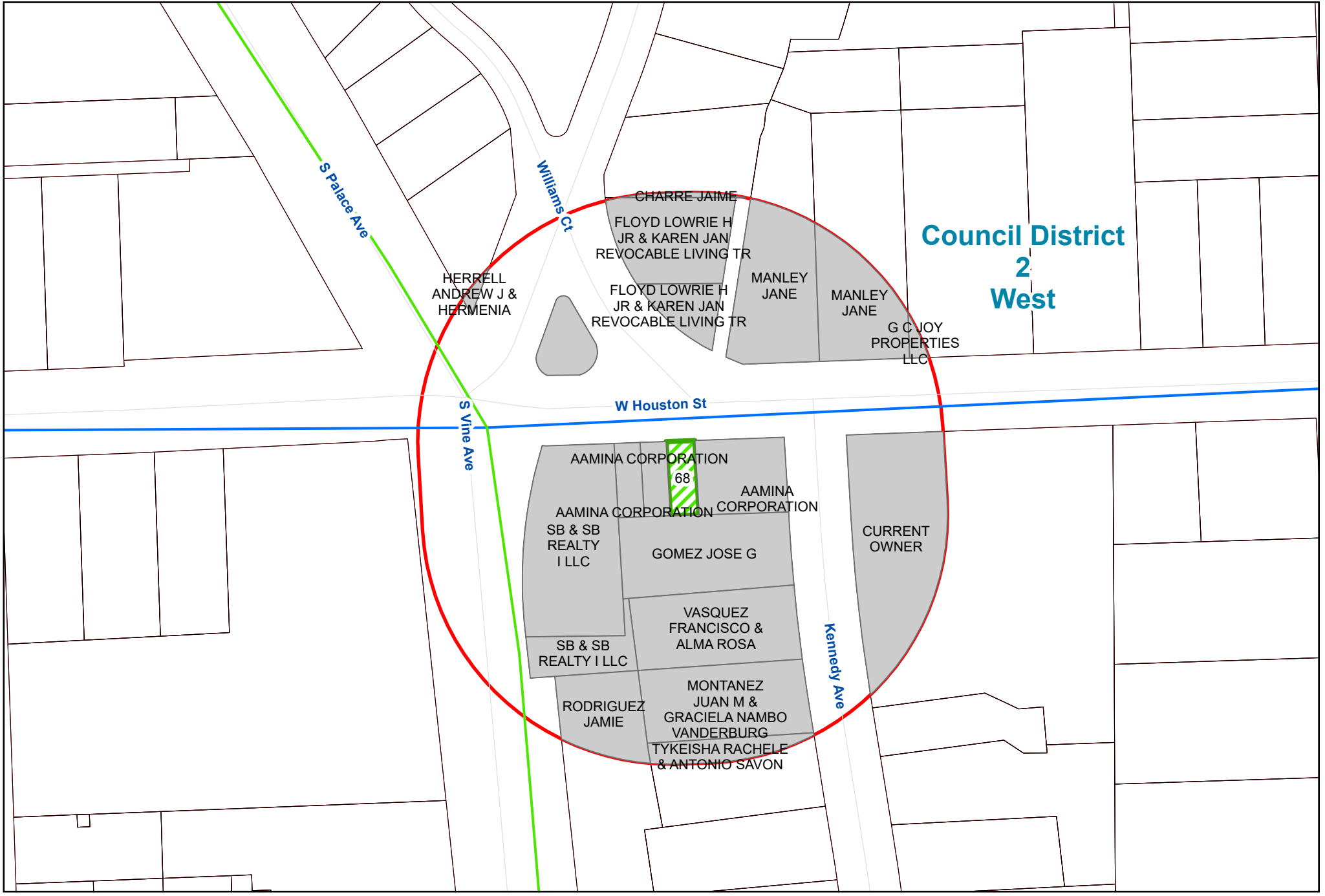


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1 inch equals 100 feet

ZONING CASE
Zoning Case #: S25-004
Current Zoning: C-1
Proposed Use: Tobacco/Vape/Smoke Store
AAMINA CORPOEATION

Subject Property



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1 inch equals 100 feet

ZONING CASE
Zoning Case #: S25-004
Current Zoning: C-1
Proposed Use: Tobacco/Vape/Smoke Store
AAMINA CORPOEATION

Subject Property
200' Mailed Notification Area

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-2

Date: October 22, 2025

Subject: S25-005 TYLER LODGING LLC (621 EAST SOUTHEAST LOOP 323) Request that the City Council consider adoption of an Ordinance approving a Special Use Permit to grant a variance to the alcohol distance requirements in order to obtain a Texas Alcoholic Beverage Commission TABC license in order to sell alcohol within 300 feet of a school.

Item Reference:

The applicant is requesting a Special Use Permit (SUP) in order to sell beer and wine on Lot 12L of NCB 1013, one lot containing approximately 2.70 acres of land located east of the southeast intersection of Donnybrook Avenue and East Southeast Loop 323 (621 East Southeast Loop 323).

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 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 adverse impact on nearby property and because the actions needed to minimize or eliminate the adverse impacts vary from site to site.

Under Texas Alcoholic Beverage Code Section 109.33(a)(1), the governing body of an incorporated city or town may enact regulations prohibiting the sale of alcoholic beverages by a dealer whose place of business is within 300 feet of a church, public or private school, or public hospital. The City of Tyler has adopted such alcohol distance regulations in City Code Section 10-96.

Pursuant to Texas Alcoholic Beverage Code Section 109.33(e) and City Code Section 10-96.d., the City Council may waive the distance requirements in Section 10-96. The City Council may, after notice and a public hearing, grant a variance to the alcohol distance requirements through the issuance of a SUP pursuant to Chapter 10, Article IX., Division A., and if the City Council determines that enforcement of the distance requirement in a particular instance:

1. is not in the best interest of the public; or

2. constitutes waste or inefficient use of land or other resources; or

3. creates an undue hardship on an applicant for a license or permit; or

4. does not serve its intended purpose; or

5. is not effective or necessary; or

6. for any other reason, the City Council, after consideration of the health, safety and welfare of the public and the equities of the situation, determines that the variance is in the best interest of the community.

The adjacent properties to the north are zoned R-1A, Single Family Residential District, PMXD-1 Planned Mix Use District and are undeveloped. The properties to the east and west are zoned PMXD-1, Planned Mixed-Use District and are developed with commercial uses or undeveloped. The property to the south is zoned R-1A, Single-Family Residential District and is undeveloped.

This property is located across Donnybrook Avenue from Tyler Legacy High School. The Texas Alcoholic Beverage Commission (TABC) Code and the UDC allows the Tyler City Council to grant a variance to the 300 feet distance requirement for a public school in which a business must observe in order to receive a license to sell beer and wine in the State of Texas. The 300 feet distance is measured from the property line of a place of business to the property line of a public school. This distance requirement serves to protect school children from areas in which alcohol is sold and the influence of such activity.

Staff performed an analysis of the site and determined the distance between the property lines of the subject property and the public school is (228 feet). The proposed main entrance of the hotel to the existing closest door of the school building is 1600 feet. There is a natural creek along the west property line between Donnybrook Avenue and the school. Two restaurants, Torchy's Tacos located across East Southeast Loop 323 and Ken's Pizza which is located west of Red Raider Road, have alcohol permits. Both businesses have received a distance variance. The proposed location for alcohol sales is within the hotel's suite shop, situated near the reception desk. The applicant will have an off-premise license that will be obtained by TABC. The sale of alcoholic beverages will primarily serve guests staying at the hotel.

The City Council may grant a distance variance to a particular place of business on a limited portion of a property. This SUP request may be applied only to the particular bay requesting a TABC license. However, as cities are generally pre-empted from regulating alcoholic beverages, the City Council through a SUP may not limit the type of license that can be issued. As license types cannot be limited by City Council, the SUP request would allow for all types of licenses that have been approved through elections to be issued for are area approved for an SUP.

On October 7, 2025, the Planning and Zoning Commission held a public hearing for this request. There was no significant discussion.

As of Friday, October 17, 2025, of the eight notices, three notices were returned in favor and no notices were returned in opposition to the request.

All other departments have reviewed the application and anticipate no significant impact on services or facilities by the proposed Special Use Permit request

RECOMMENDATION:

The Planning and Zoning Commission by a 6-0 vote recommends approval of the Special Use

Permit to grant a variance to the alcohol distance requirements in order to obtain a Texas Alcoholic Beverage Commission TABC license in order to sell alcohol within 300 feet of a school.

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 GRANT A VARIANCE TO THE ALCOHOL DISTANCE REQUIREMENTS IN TYLER CITY CODE CHAPER 10 ALLOWING FOR THE SALE OF ALCOHOLIC BEVERAGES 72 FEET FROM THE PROPERTY LINE OF A PUBLIC SCHOOL ON LOT 2J OF NCB 1013, ONE LOT CONTAINING APPROXIMATELY 2.70 ACRES OF LAND LOCATED EAST OF THE SOUTHEAST INTERSECTION OF DONNYBROOK AVENUE AND EAST SOUTHEAST LOOP 323 (621 EAST SOUTHEAST LOOP 323); PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, under Texas Alcoholic Beverage Code Section 109.33(a)(1), the governing body of an incorporated city or town may enact regulations prohibiting the sale of alcoholic beverages by a dealer whose place of business is within 300 feet of a church, public or private school, or public hospital; and

WHEREAS, the City of Tyler has adopted such alcohol distance regulations in City Code Section 10-96; and

WHEREAS, Pursuant to Texas Alcoholic Beverage Code Section 109.33(e) and City Code Section 10-96. d., the City Council may waive the distance requirements in Section 10-96; and

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

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

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

I. APPLICATION S25-005

That the following described property, which is currently zoned PMXD-1 Planned Mixed-Use District-1, shall hereafter be used under a Special Use Permit and variance to meet the distance requirements from a public school in order to be eligible for a Texas Alcoholic Beverage Commission permit to sell beer and wine for off-premise consumption for an indefinite period of time, to wit:

Lot 2J of NCB 1013, one lot containing approximately 2.70 acres of land located east of the southeast intersection of Donnybrook Avenue and East Southeast Loop 323 (621 East Southeast Loop 323).

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

PART 3: That any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine as provided in Section 1-4 of the Tyler Code. Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Since this ordinance has a penalty for violation, it shall not become effective until after its publication in the newspaper as provided by Section 85 of the Charter of the City of Tyler, Texas, which date is expected to be October 24th, 2025.

PASSED AND APPROVED this the 22nd day of October, A.D., 2025.

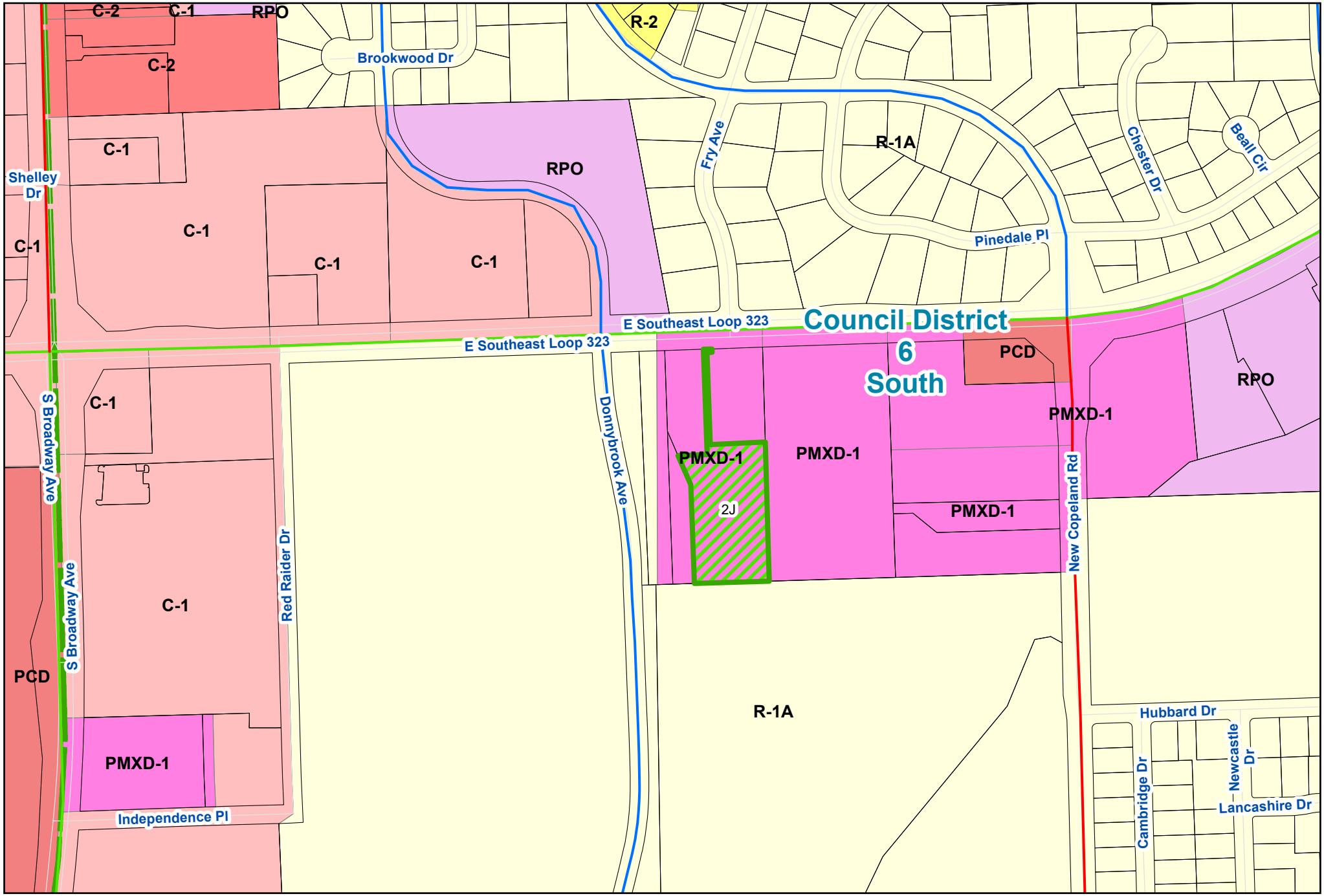
_____
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

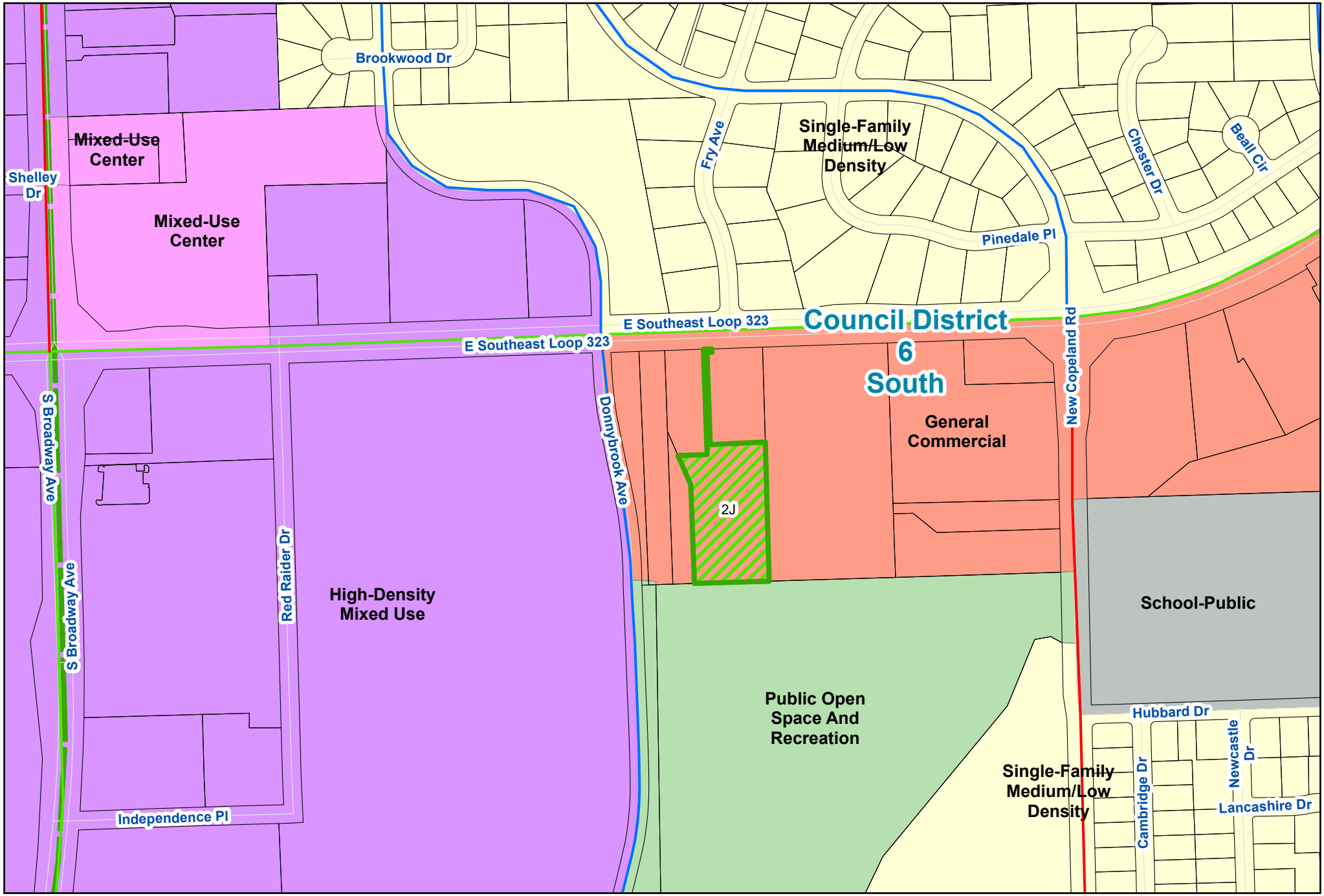


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1 inch equals 400 feet

ZONING CASE
Zoning Case #: S25-005
Current Zoning: PMXD-1
Proposed Use: Distance Variance
TYLER LODGING LLC

Subject Property



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1 inch equals 400 feet

ZONING CASE
Zoning Case #: S25-005
Current Zoning: PMXD-1
Proposed Use: Distance Variance
TYLER LODGING LLC

Subject Property



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1 inch equals 200 feet

ZONING CASE
Zoning Case #: S25-005
Current Zoning: PMXD-1
Proposed Use: Distance Variance
TYLER LODGING LLC

Subject Property
200' Mailed Notification Area

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-3

Date: October 22, 2025

Subject: S25-006 SANDHU INVESTMENTS (6110 S BROADWAY AVE) Request that the City Council consider adoption of an Ordinance approving a Special Use Permit to allow for a miniature golf venue.

Item Reference:

The applicant is requesting a Special Use Permit (SUP) to allow for a miniature golf venue on Lot 38A of NCB 1013-I, one lot containing approximately 2.51 acres of land located south of the southeast intersection of South Broadway Avenue and Donnybrook Avenue (6110 South Broadway Avenue).

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

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

The adjacent properties to the north, south, and west are zoned C-2 and C-1, General Commercial District and Light Commercial District, and are developed with commercial uses. The adjacent properties to the east are zoned R-1A, Single-Family Residential District, and are developed with a single-family homes.

The applicant is proposing a miniature outdoor golf course. The current permanent structure, which is the old Woodcreek Athletic Club, will be demolished and replaced with an outdoor course. On the current site plan there are two blue areas the one on the north side represents the entrance to the course and the one in the south represents the meeting/concession area. A fence will surround the property but

will not obstruct the courses' visibility from Broadway. There will also be low level outdoor music and downward facing lighting throughout the development. The property is buffered from nearby residential by a creek and trail system.

On October 7, 2025, the Planning and Zoning Commission held a public hearing for this request. The applicant was present and made himself known. The applicant wanted a clarification that this permit would be indefinite. PZ staff had no objection to the permit being indefinite for the applicant. Planning and Zoning Commision voted in the affirmative to approve the Special Use Permit for an indefinite period of time.

As of Friday, October 17, 2025, of the 14 notices, no notices were returned in favor or in opposition to the request.

All other departments have reviewed the application and anticipated no significant impact on other related services by the proposed Special Use Permit request.

RECOMMENDATION:

The Planning and Zoning Commission by a 6-0 vote recommends approval of a Special Use Permit to allow for a miniature golf venue.

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; APPROVING A SPECIAL USE PERMIT TO ALLOW FOR A MINIATURE GOLF VENUE ON LOT 38A OF NCB 1013-I, ONE LOT CONTAINING APPROXIMATELY 2.51 ACRES OF LAND LOCATED SOUTH OF THE SOUTHEAST INTERSECTION OF SOUTH BROADWAY AVENUE AND DONNYBROOK STREET (6110 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 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 S25-006

That the following described property, which is currently zoned "C-2", General Commercial District, shall hereafter allow a Special Use to allow for a miniature golf venue for an indefinite period, to wit:

On Lot 38A of NCB 1013-I, one lot containing approximately 2.51 acres of land located south of the southeast intersection of South Broadway Avenue and Donnybrook Street (6110 South Broadway Avenue).

PART 2: The Special Use Permit is for a miniature golf course for an indefinite period of time.

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 October 24th, 2025.

PASSED AND APPROVED this the 22nd day of October A.D., 2025.

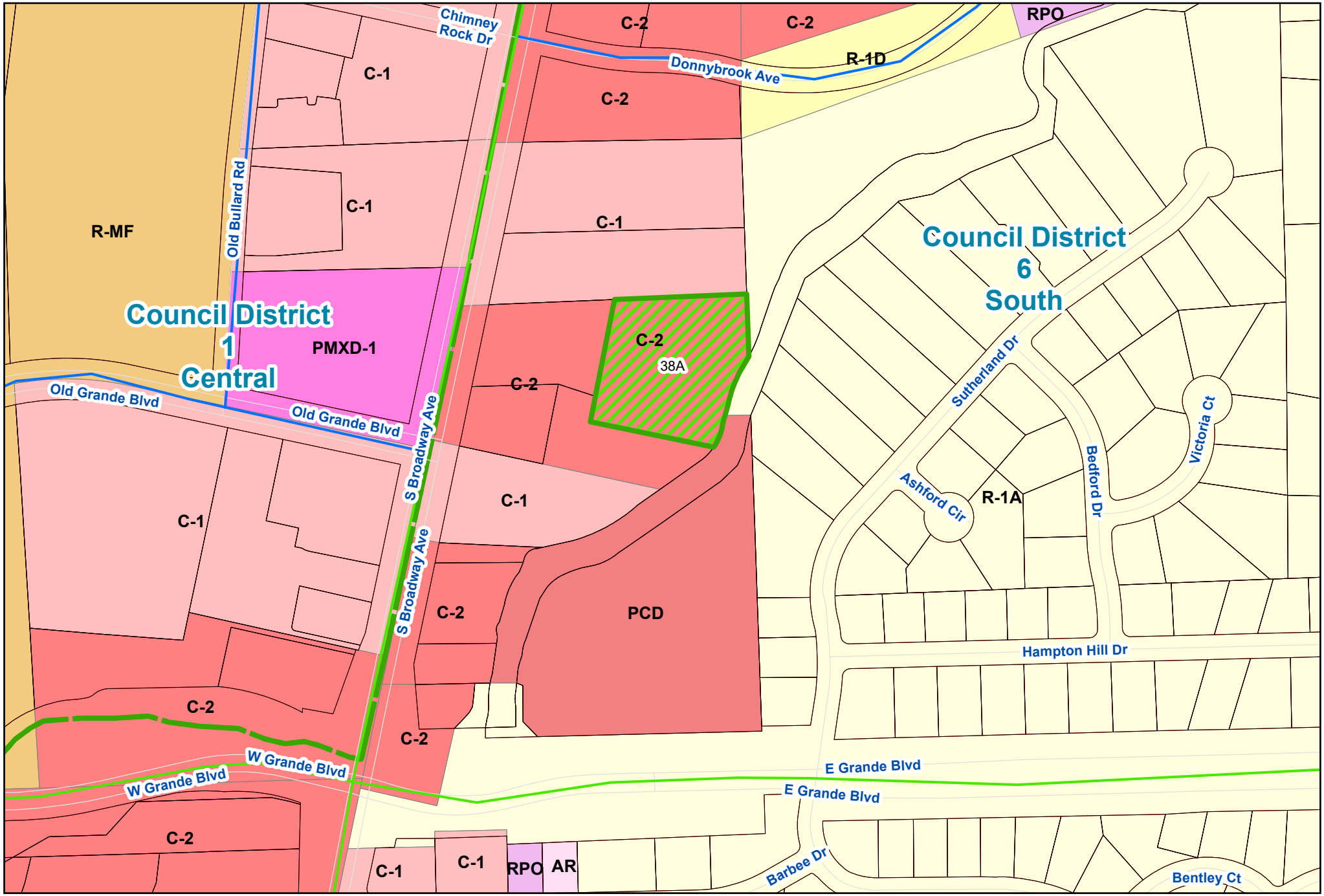
_____
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

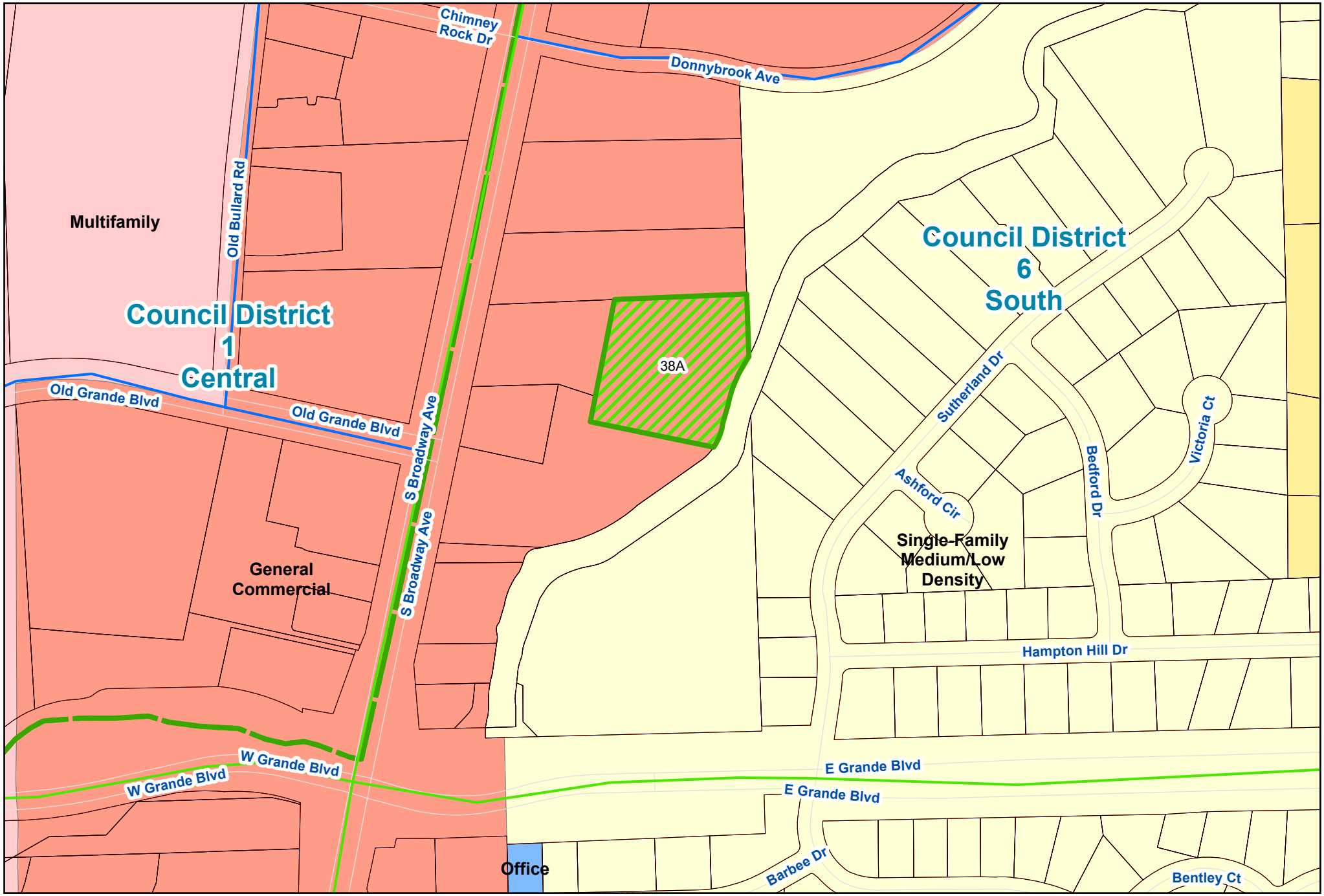


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1 inch equals 300 feet

ZONING CASE
Zoning Case #: S25-006
Current Zoning: C-2
Proposed Use: Miniature Golf Venue
SANDHU INVESTMENTS, LLC

Subject Property



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1 inch equals 300 feet

ZONING CASE
Zoning Case #: S25-006
Current Zoning: C-2
Proposed Use: Miniature Golf Venue
SANDHU INVESTMENTS, LLC

Subject Property



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1 inch equals 150 feet

ZONING CASE
Zoning Case #: S25-006
Current Zoning: C-2
Proposed Use: Miniature Golf Venue
SANDHU INVESTMENTS, LLC

Subject Property
200' Mailed Notification Ar

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-4

Date: October 22, 2025

Subject: Z25-027 MARTEL JOSEPH M 2012 GST EXEMPT TRUST ET AL (6122 NEW COPELAND ROAD) Request that the City Council consider adoption of an Ordinance approving a zone change from RPO, Restricted Professional Office District to R-1B, Single-Family Residential District.

Item Reference:

The applicant is requesting the zone change for a detached single-family housing development on Tract 26 of ABST A0636 M University, one lot containing approximately 9.80 acres of land located north of the northeast intersection of East Grande Boulevard and New Copeland Road (6122 New Copeland Road).

According to the Unified Development Code (UDC), the R-1B, Single-Family Residential District is primarily intended to accommodate development of detached, single-family housing on smaller individual lots. In addition, the district allows churches, schools, and accessory buildings and uses. The maximum building height is 42 feet. Setback requirements are 25 feet in the front and rear, six feet on the interior side and 12 feet on the corner side. Minimum lot size is 6,000 square feet.

The adjacent properties to the north, are zoned PUR, Planned Unit Residential District and is the location of the Park Central subdivision. The adjacent properties to the east and south are zoned R-1A, Single-Family Residential District, and are currently undeveloped. The adjacent property to the west is zoned PCD, Planned Commercial District and is developed with office uses.

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

The applicant is requesting the zone change for a detached single-family housing development. In 2001, the applicant requested to rezone the property to its current zoning to allow for small professional offices and related facilities. The area, at that time, supported the request. The current development landscape has shifted toward low-density residential, making this request more consistent with the current trend.

On October 7, 2025, the Planning and Zoning Commission held a public hearing for this request. The applicant's agent spoke in favor of the request.

As of Friday, October 17, 2025, of the 11 notices mailed, none were returned in favor or in opposition

to the request.

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

RECOMMENDATION:

The Planning and Zoning Commission by a 6-0 vote recommends approval of a zone change from RPO, Restricted Professional Office District to R-1B, Single-Family Residential District.

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

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

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2025-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CHANGING THE ZONING FROM RPO, RESTRICTED PROFESSIONAL OFFICE DISTRICT TO R-1B, SINGLE-FAMILY RESIDENTIAL DISTRICT ON TRACT 26 OF ABST A0636 M UNIVERSITY, ONE LOT CONTAINING APPROXIMATELY 9.80 ACRES OF LAND LOCATED NORTH OF THE NORTHEAST INTERSECTION OF EAST GRANDE BOULEVARD AND NEW COPELAND ROAD (6122 NEW COPELAND ROAD); DIRECTING THE AMENDMENT OF THE ZONING MAP; DIRECTING THE AMENDMENT OF THE FUTURE LAND USE GUIDE; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

I. APPLICATION Z25-027

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

> Tract 26 of ABST A0636 M University, one lot containing approximately 9.80 acres of land located north of the northeast intersection of East Grande Boulevard and New Copeland Road (6122 New Copeland Road).

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 Medium/Low Density.

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 22nd day of October A.D., 2025.

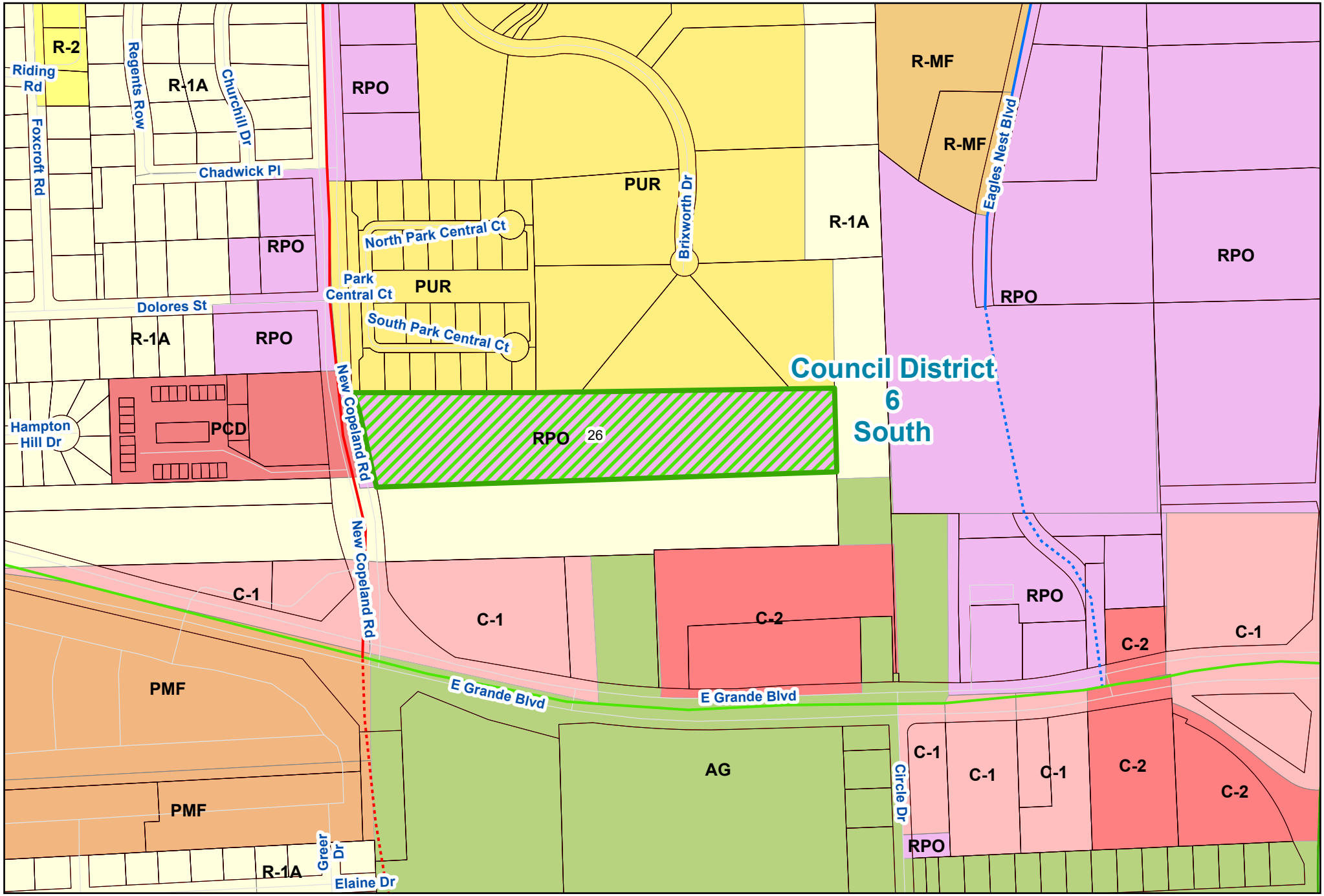
_____
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

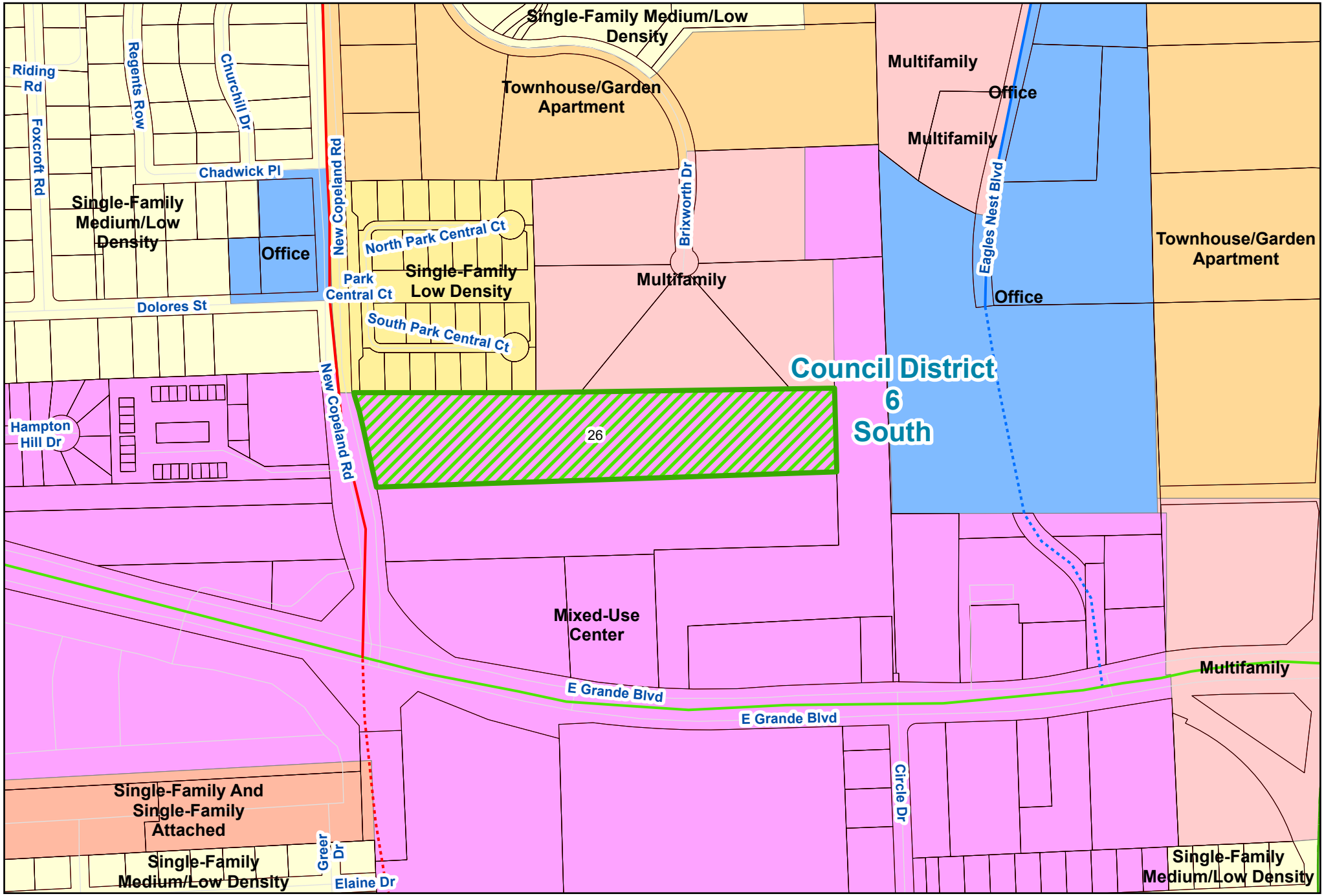


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1 inch equals 400 feet

ZONING CASE
Zoning Case #: Z25-027
Current Zoning: RPO
Proposed Zoning: R-1B
MARTEL JOSEPH M 2012 GST EXEMPT TRUST ET AL

Subject Property

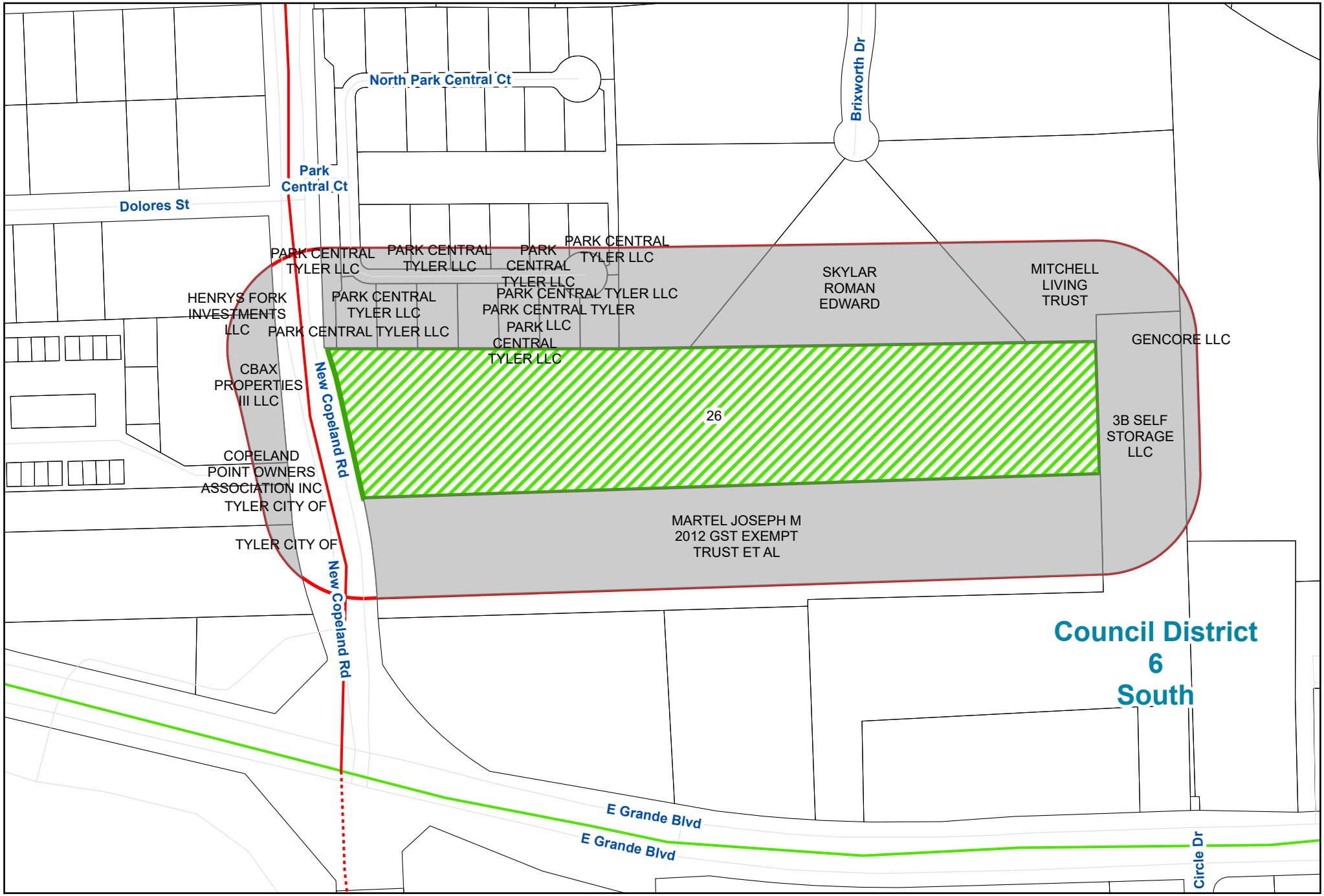


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1 inch equals 400 feet

ZONING CASE
Zoning Case #: Z25-027
Current Zoning: RPO
Proposed Zoning: R-1B
MARTEL JOSEPH M 2012 GST EXEMPT TRUST ET AL

Subject Property



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1 inch equals 250 feet

ZONING CASE
Zoning Case #: Z25-027
Current Zoning: RPO
Proposed Zoning: R-1B
MARTEL JOSEPH M 2012 GST EXEMPT TRUST ET AL

Subject Property
200' Mailed Notification Ar

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-5

Date: October 22, 2025

Subject: Z25-024 JOHNNIE MASS (719, 731, 805, AND 809 BRITTON AVENUE) Request that the City Council consider adoption of an Ordinance approving a zone change from R-1A, Single-Family Residential District to PMF, Planned Multi-Family Residential District with a final site plan, and R-1D, Single-Family Detached and Attached Residential District.

Item Reference:

The applicant is requesting the zone change the future development of four two-family duplexes and 34 single-family detached homes on Lots 87B, 96A, 96B, and 96C of NCB 852-B, four lots containing approximately 4.02 acres of land located south of the southwest intersection of Bellwood Road and Britton Avenue (719, 731, 805, and 809 Britton Avenue).

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

According to 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 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.

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

proposed amendment.

In addition to the zoning change criteria above, the City Council will consider the following specific objectives and criteria for approving any type of planned district currently permitted in this code:
a. A variety of housing types, employment opportunities, or commercial services to achieve a balanced community;
b. An orderly and creative arrangement of all land uses with respect to each other and to the entire community;
c. A planned and integrated comprehensive transportation system providing for a separation of pedestrian and vehicular traffic, to include facilities such as roadways, bicycle ways and pedestrian walkways;
d. The provisions of cultural or recreational facilities for all segments of the community;
e. The location of general building envelopes to take maximum advantage of the natural and manmade environment; and
f. The staging of development in a manner which can be accommodated by the timely provision of public utilities, facilities, and services.

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

The adjacent properties to the north are zoned R-1A, Single-Family Residential District, and C-1, Light Commercial District, and are currently undeveloped. The adjacent properties to the east and the south are zoned R-1A, Single-Family Residential District, and are developed with single-family homes and undeveloped lots. The adjacent properties to the west are zoned PMF, Planned Multi-Family Residential District and R-1A, Single-Family Residential District are developed with the Mount Calvary Baptist Church and undeveloped lots.

The adopted 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.

The applicant is seeking a zone change to support the development of multi-family residential uses on the property. The proposed site plan includes six single-family lots, each approximately 4,000 square feet, fronting Britton Avenue. Additionally, the plan features four duplex units and 34 single-family homes arranged along an interior drive aisle with side-access parking. A total of 74 parking spaces will be provided, along with a designated common area. The request furthers the Tyler 1st goal of adding additional residential rooftops to the North End Revitalization Planning Area.

On October 7, 2025, the Planning and Zoning Commission held a public hearing for this request. The applicant spoke in favor of the request.

As of Friday, October 17, 2025, of the 47 notices mailed, none were returned in favor or in opposition to the request.

All other departments have reviewed the application and anticipate a significant impact on services and facilities by the proposed rezoning request.

RECOMMENDATION:

The Planning and Zoning Commission by a 6-0 vote recommends approval of a zone change from

R-1A, Single-Family Residential to PMF, Planned Multi-Family Residential District with final site plan and 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 PMF, PLANNED MULTI-FAMILY RESIDENTIAL DISTRICT AND R-1D SINGLE-FAMILY DETACHED AND ATTACHED RESIDENTIAL DISTRICT, WITH FINAL SITE PLAN ON LOTS 87B, 96A, 96B, AND 96C OF NCB 852-B, FOUR LOTS CONTAINING APPROXIMATELY 4.02 ACRES OF LAND LOCATED SOUTH OF THE SOUTHWEST INTERSECTION OF BELLWOOD ROAD AND BRITTON AVENUE (719, 731, 805, AND 809 BRITTON AVENUE); DIRECTING THE AMENDMENT OF THE ZONING MAP; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING 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 Z25-024

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

> On Lots 87B, 96A, 96B, and 96C of NCB 852-B, four lots containing approximately 4.02 acres of land located south of the southwest intersection of Bellwood Road and Britton Avenue (719, 731, 805, and 809 Britton Avenue).

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

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 22nd day of October A.D., 2025.

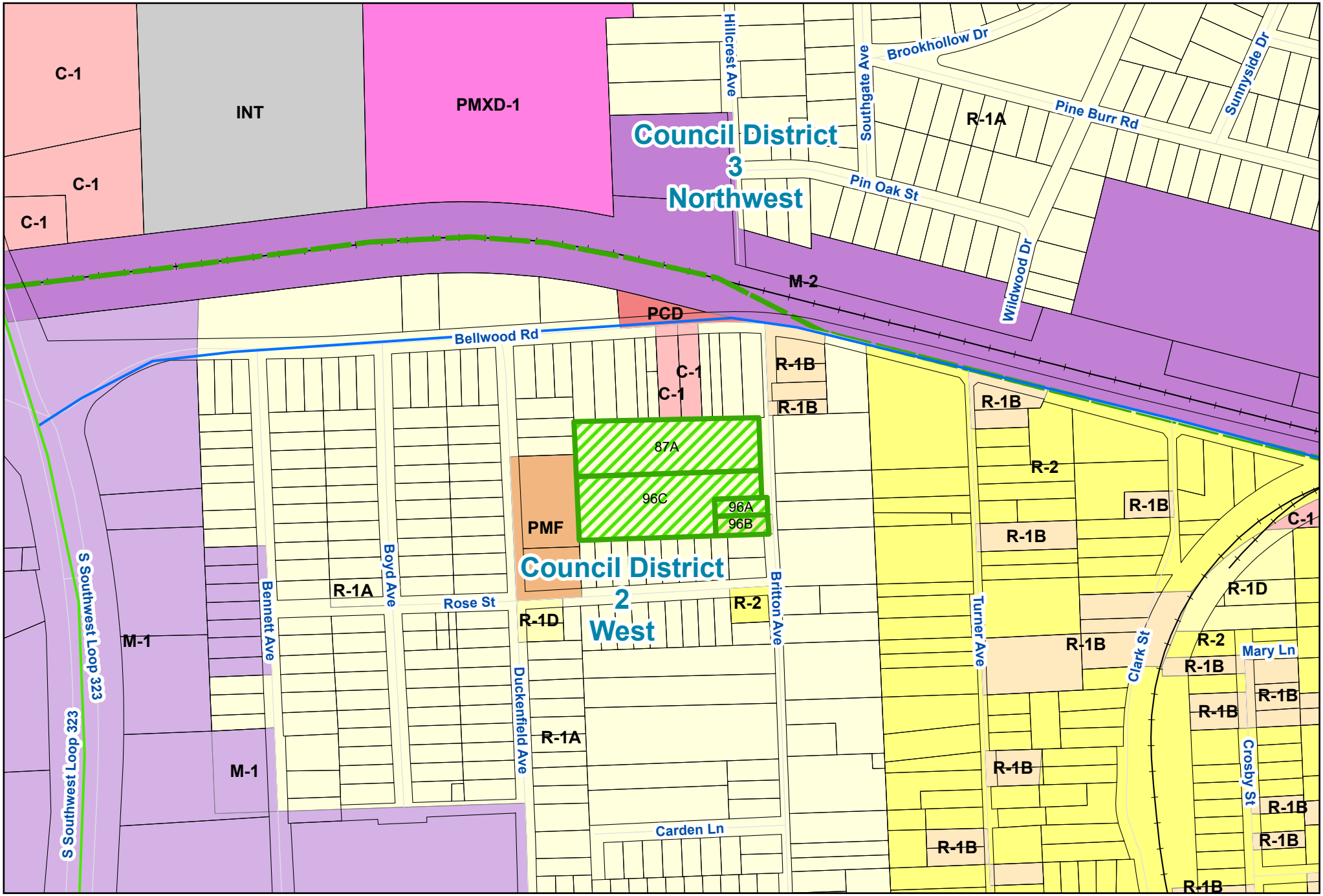
_____
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY



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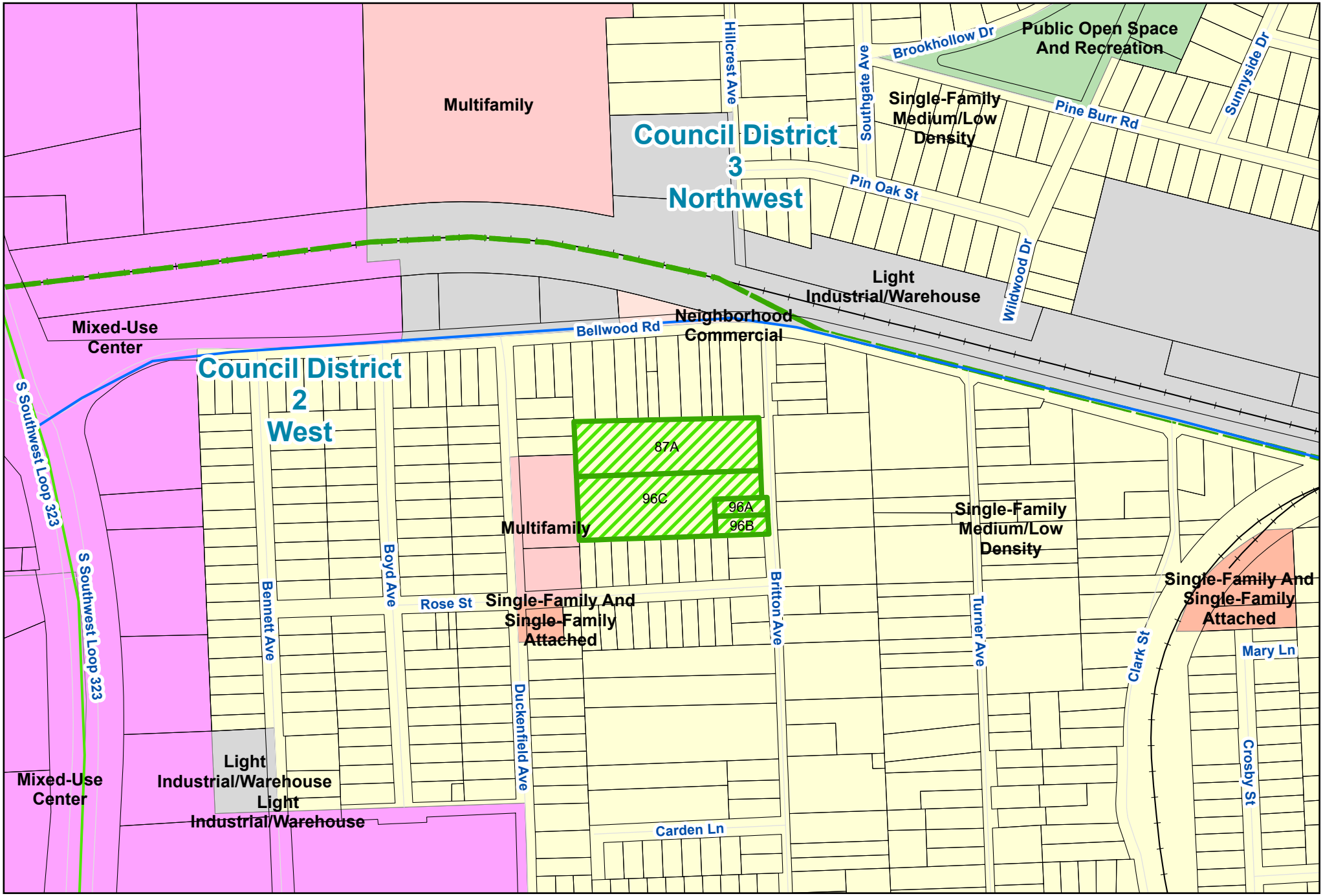
1 inch equals 350 feet

N

ZONING CASE
Zoning Case #: Z25-024
Current Zoning: R-1A
Proposed Zoning: PMF and R-1D
JOHNNIE MASS

Subject Property

Council District Boundary



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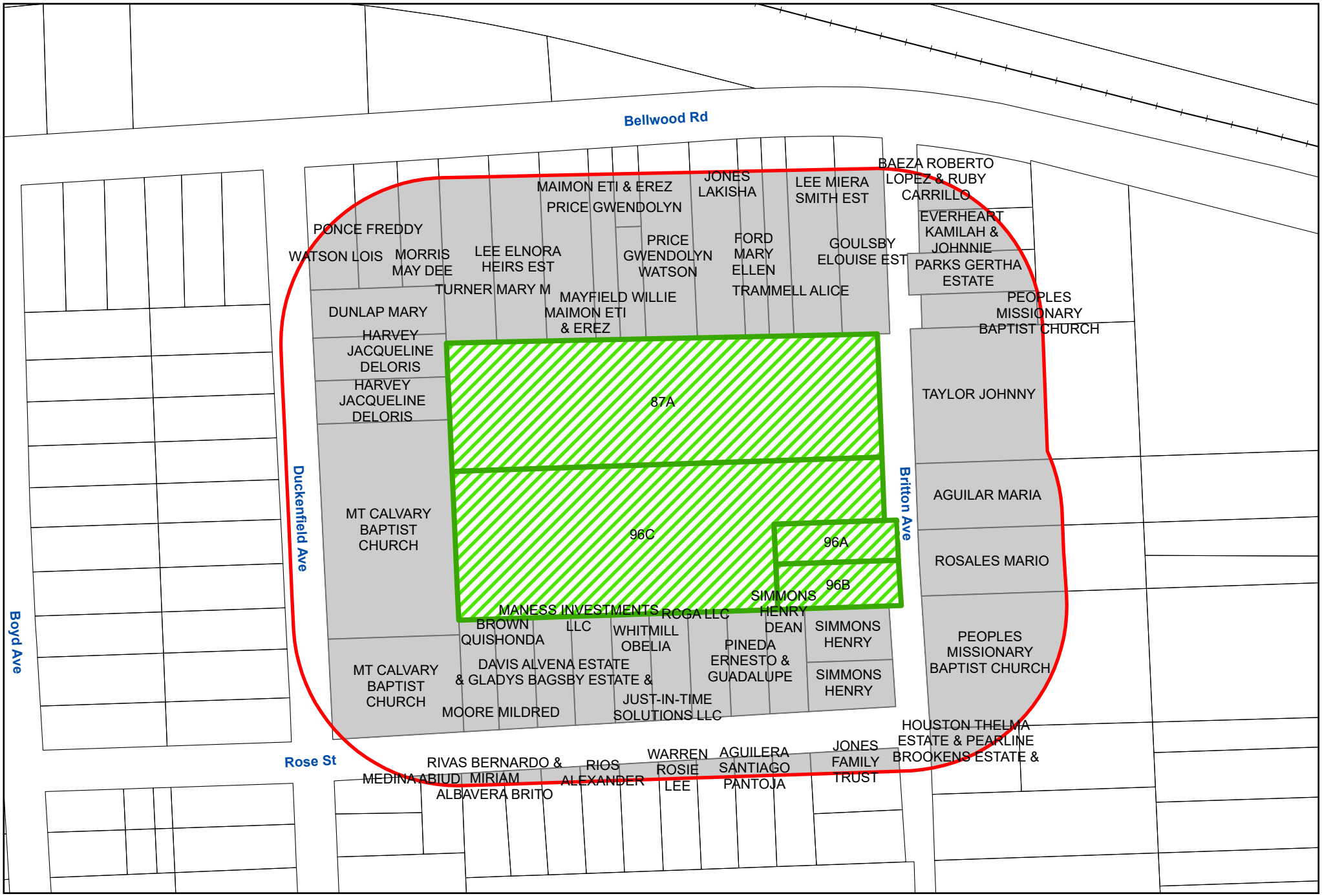
1 inch equals 350 feet

N

ZONING CASE
Zoning Case #: Z25-024
Current Zoning: R-1A
Proposed Zoning: PMF and R-1D
JOHNNIE MASS

Subject Property

Council District Boundary



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1 inch equals 150 feet

N

ZONING CASE
Zoning Case #: Z25-024
Current Zoning: R-1A
Proposed Zoning: PMF and R-1D
JOHNNIE MASS

Subject Property
200' Mailed Notification Area

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z- 6

Date: October 22, 2025

Subject: Z25-025 JACK L & SUSAN W SELMAN (1512 EAST HOUSTON STREET) Request that the City Council consider adoption of an Ordinance approving a zone change from R-2, Two-Family Residential District to R-1D, Single-Family Residential District.

Item Reference:

The applicant is requesting the zone change to subdivide the property and build a single-family home on Lot 26 of NCB 237-B, one lot containing approximately 0.26 acres of land located at the northwest intersection of Mahon Avenue and East Houston Street (1512 East Houston 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 are zoned R-2, Two-Family Residential District and are developed with single-family homes.

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

The applicant is requesting the zone change to subdivide the property and build a single-family home. The applicant plans to subdivide the property into two lots and build a single-family home on the northern portion of the lot. To meet the UDC required R-1D setbacks, the applicant has communicated that a 1,000 square feet home will be built on the 4,960 square feet newly created lot facing Mahon Avenue. Over the past two decades, the neighborhood has continued to evolve in favor of single-family development aligning with the actual character of the area.

On October 7, 2025, the Planning and Zoning Commission held a public hearing for this request. The applicant spoke in favor of the request.

As of Friday, October 17, 2025, of the 20 notices mailed, none were returned in favor or in opposition to the request.

All other departments have reviewed the application and anticipate a significant impact on services and facilities by the proposed rezoning request.

RECOMMENDATION:

The Planning and Zoning Commission by a 6-0 vote recommends approval of a zone change from R-2, Two-Family Residential District to R-1D, Single-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-2, TWO-FAMILY RESIDENTIAL DISTRICT TO R-1D, SINGLE-FAMILY RESIDENTIAL DISTRICT ON LOT 26 OF NCB 237-B, ONE LOT CONTAINING APPROXIMATELY 0.26 ACRES OF LAND LOCATED AT THE NORTHWEST INTERSECTION OF MAHON AVENUE AND EAST HOUSTON STREET (1512 EAST HOUSTON STREET); DIRECTING THE AMENDMENT OF THE ZONING MAP; DIRECTING THE AMENDMENT OF THE FUTURE LAND USE GUIDE; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

I. APPLICATION Z25-025

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

> Lot 26 of NCB 237-B, one lot containing approximately 0.26 acres of land located at the northwest intersection of Mahon Avenue and East Houston Street (1512 East Houston 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 22nd day of October A.D., 2025.

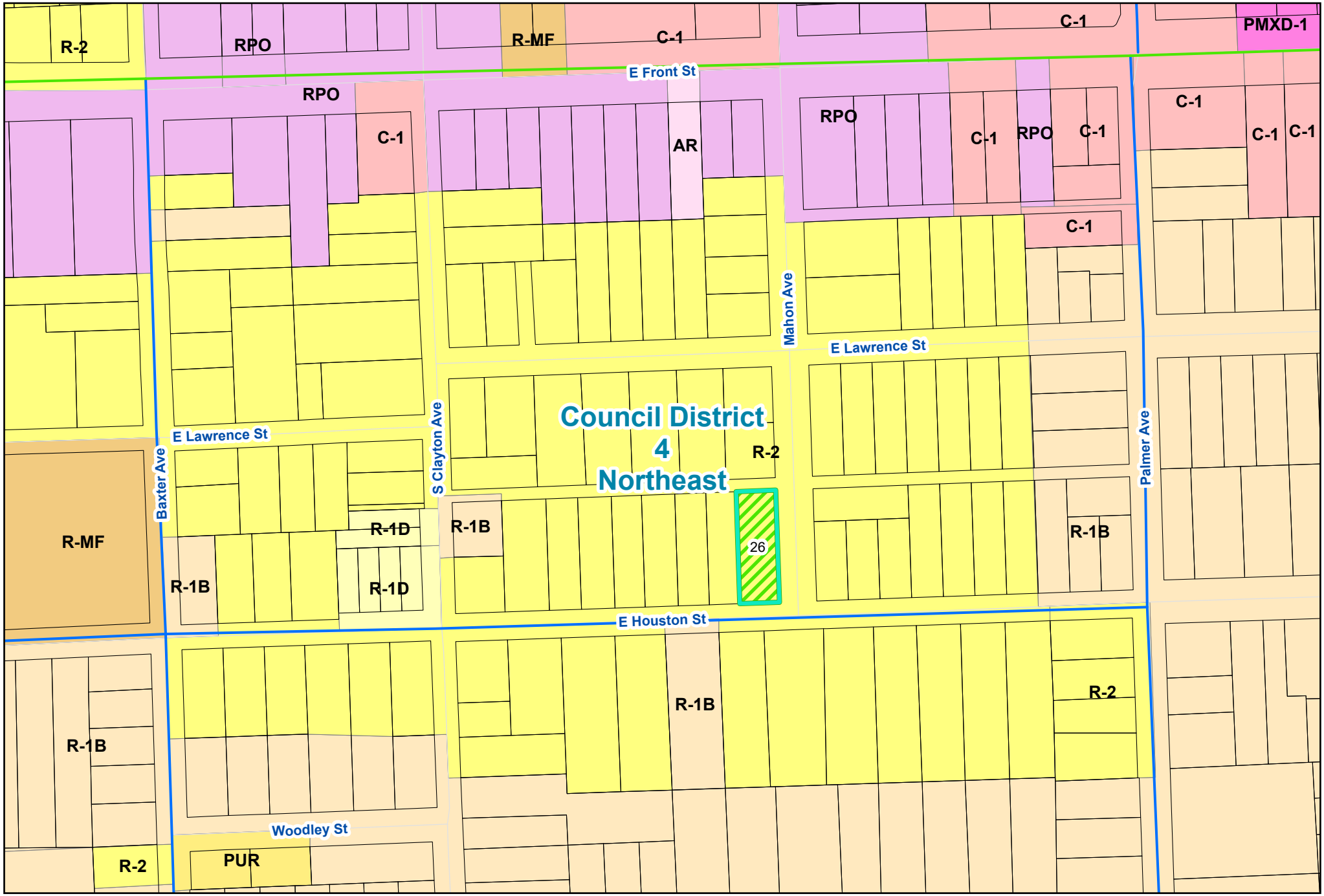
_____
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

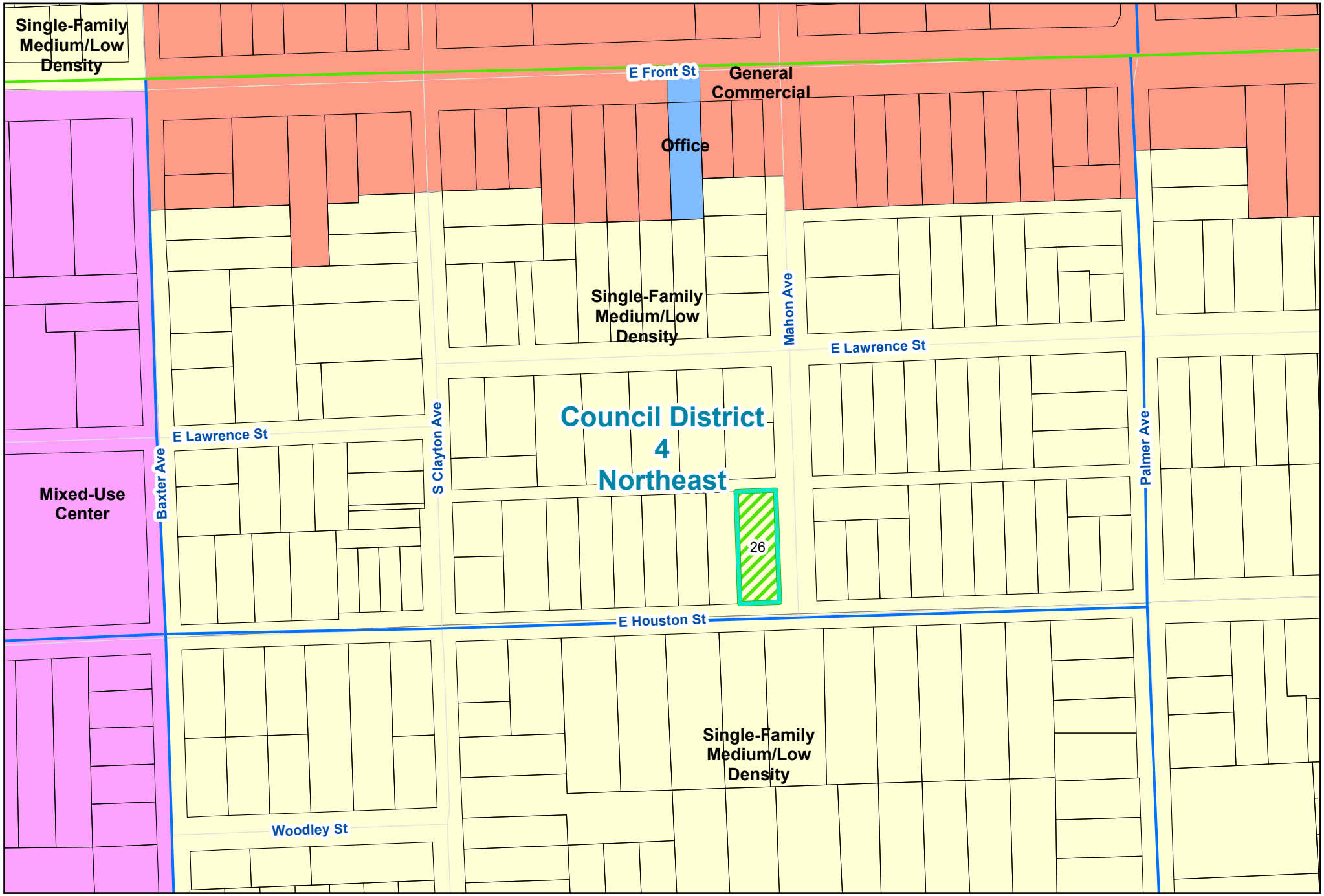


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1 inch equals 200 feet

ZONING CASE
Zoning Case #: Z25-025
Current Zoning: R-2
Proposed Zoning: R-1D
JACK L & SUSAN W SELMAN

Subject Property

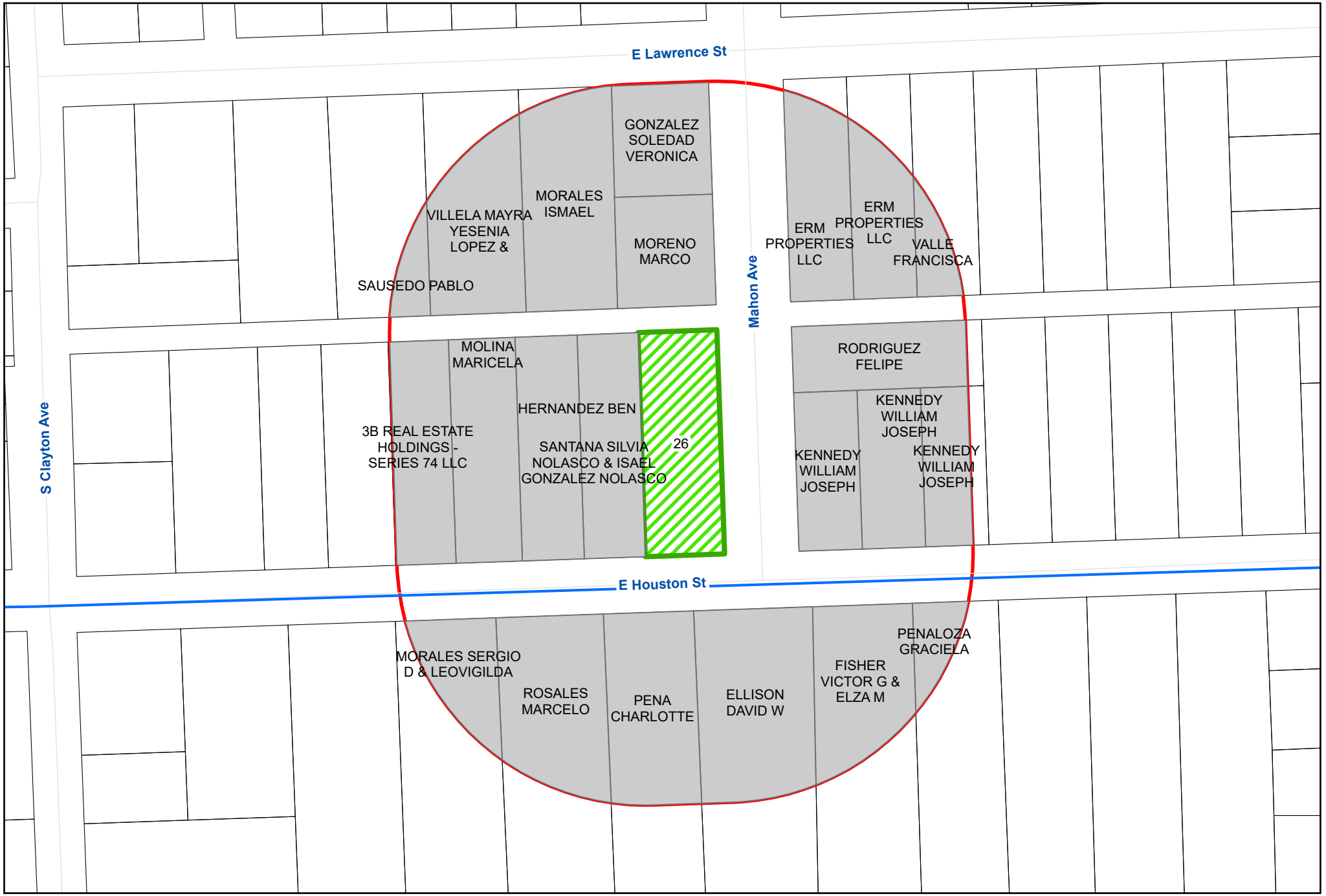


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ZONING CASE
Zoning Case #: Z25-025
Current Zoning: R-2
Proposed Zoning: R-1D
JACK L & SUSAN W SELMAN

Subject Property



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1 inch equals 100 feet

ZONING CASE
Zoning Case #: Z25-025
Current Zoning: R-2
Proposed Zoning: R-1D
JACK L & SUSAN W SELMAN

Subject Property
200' Mailed Notification Ar

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-7

Date: October 22, 2025

Subject: Z25-028 BEH INVESTMENTS LLC (1001 MEADOW LANE) Request that the City Council consider adoption of an Ordinance approving a zone change from R-1B, Single-Family Residential District to RPO Restricted Professional Office District.

Item Reference:

The applicant is requesting the zone change to accommodate an office use with associated off-street parking. on Lot 95-C of NCB 669-M, one lot containing approximately 0.16 acres of land located south of the southeast intersection of West Gentry Parkway and Meadow Lane (1001 Meadow Lane).

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

According to 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 C-2, General Commercial District, and are developed with commercial uses. The adjacent properties to the south and east are zoned R-1B, Single-Family Residential District, and are developed with a single-family homes.

The Future Land Use Guide (FLUG) identifies this property as Single-Family Medium Low Density. This request would amend the FLUG as Office.

The subject property is being sold to dental office who owns the property to the north bordering the subject property. The applicant intends to use the subject property for employee parking. The property is currently being used as a rent house. A type B buffer yard will be required to be adjacent to the R-1B to the south. Also, any parking spots facing residential will need to be screened.

On October 7, 2025, the Planning and Zoning Commission held a public hearing for this request. There was no significant discussion.

As of Friday, October 17, 2025, of the 17 notices mailed, one notice was returned in favor, and no notices were returned in opposition to the request.

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

RECOMMENDATION:

The Planning and Zoning Commission by a 6-0 vote recommends approval of the zone change from R-1B, Single-Family Residential District to RPO Restricted Professional Office 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 RPO, RESTRICTED PROFESSIONAL OFFICE DISTRICT ON LOT 95-C OF NCB 669-M, ONE LOT CONTAINING APPROXIMATELY 0.16 ACRES OF LAND LOCATED SOUTH OF THE SOUTHEAST INTERSECTION OF WEST GENTRY PARKWAY AND MEADOW LANE (1001 MEADOW LANE); DIRECTING THE AMENDMENT OF THE ZONING MAP; DIRECTING THE AMENDMENT OF THE FUTURE LAND USE GUIDE; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

I. APPLICATION Z25-028

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

> Lot 95 of NCB 669-M, one lot containing approximately 0.16 acres of land located south of the southeast intersection of Gentry Parkway and Meadow Lane (1001 Meadow Lane).

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 Office

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 22nd day of October A.D., 2025.

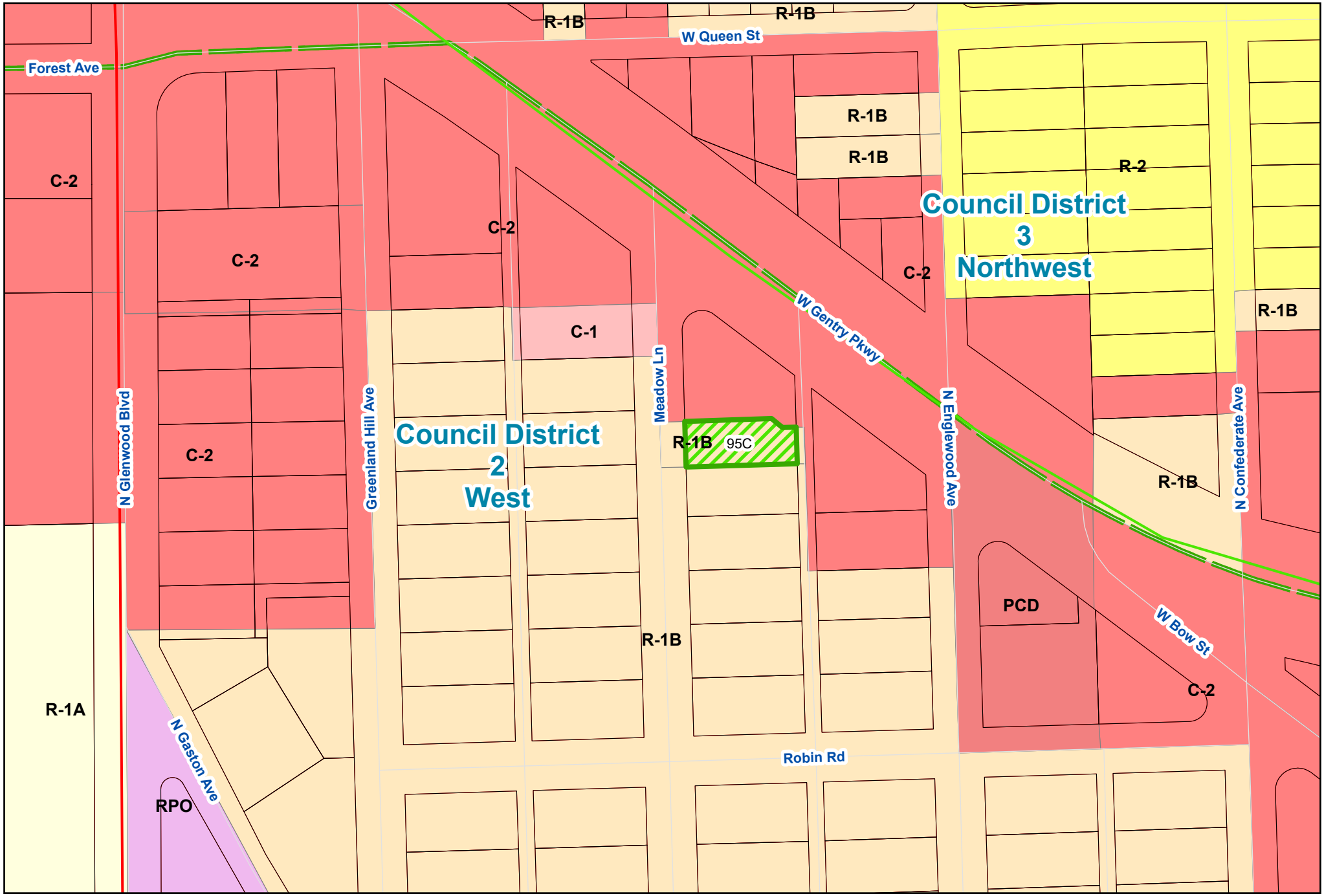
_____
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

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

ZONING CASE
Zoning Case #: Z25-028
Current Zoning: R-1B
Proposed Zoning: RPO
BEH INVESTMENTS LLC

Subject Property

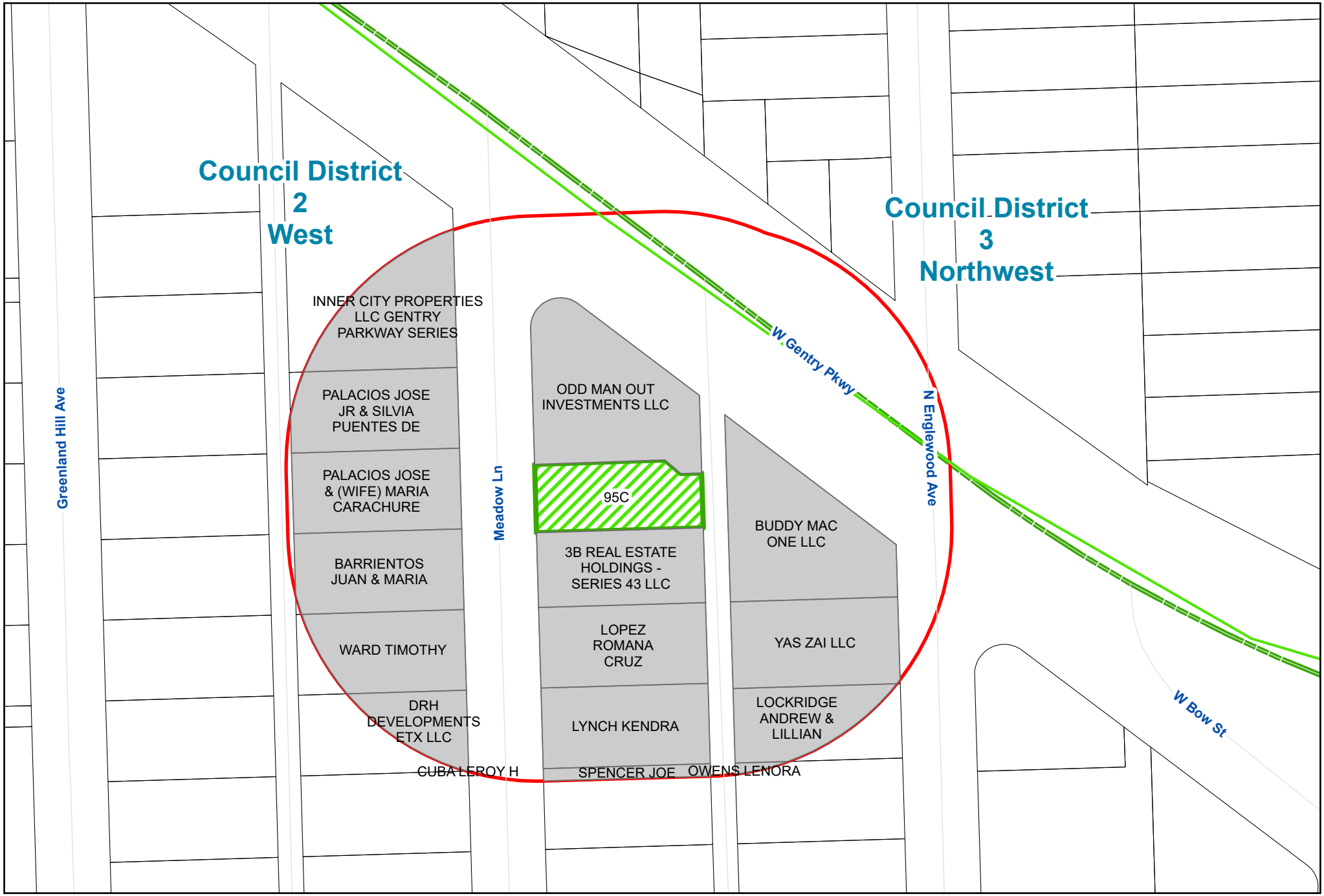


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ZONING CASE
Zoning Case #: Z25-028
Current Zoning: R-1B
Proposed Zoning: RPO
BEH INVESTMENTS LLC

Subject Property



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1 inch equals 100 feet

ZONING CASE
Zoning Case #: Z25-028
Current Zoning: R-1B
Proposed Zoning: RPO
BEH INVESTMENTS LLC

Subject Property
200' Mailed Notification Ar

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-8

Date: October 22, 2025

Subject: N25-001 CITY OF TYLER (SETTLERS LANDING TO BASS PRO WAY) Request that the City Council consider adoption of an Ordinance approving a thoroughfare name change from Settlers Landing to Bass Pro Way.

Item Reference:

The applicant is requesting a thoroughfare name change from Settlers Landing to Bass Pro Way. The street is located between Centennial Parkway and South Broadway Avenue.

The proposed thoroughfare name change originates from a development agreement between the City of Tyler and Bass Pro Shops. As part of the terms outlined in that agreement, the City committed to exploring the possibility of renaming the roadway that provides direct access to the Bass Pro Shops location.

The City will notify the Post Office of the revised addresses and will provide any required documentation to any parties requesting such information.

On October 7, 2025, the Planning and Zoning Commission held a public hearing for this request. There was no significant discussion.

As of Friday, October 17, 2025, of the six notices mailed, two notices were returned in favor and none in opposition to the request.

All other departments have reviewed the application and anticipate a positive impact on services and facilities by the proposed name change request.

RECOMMENDATION:

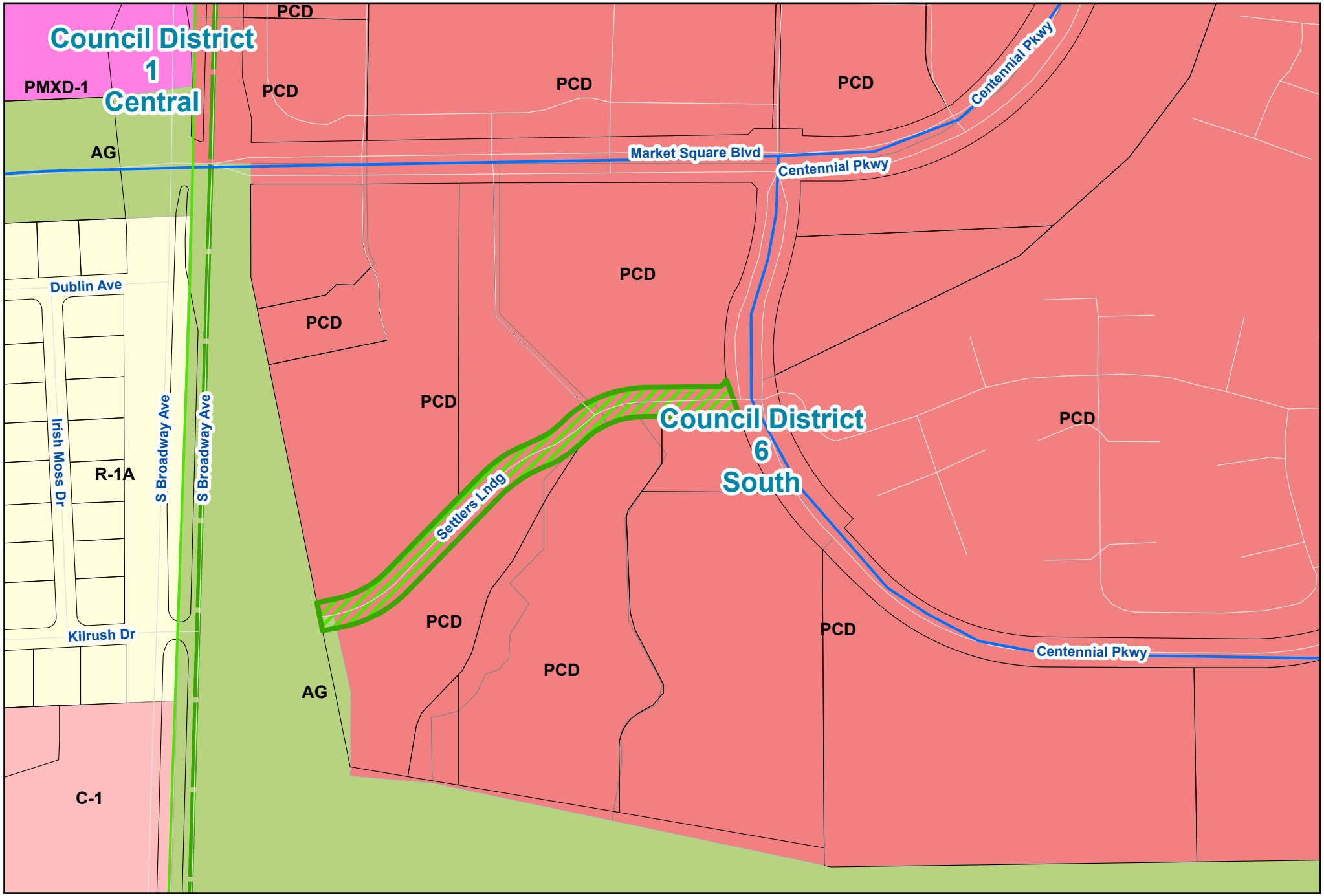
The Planning and Zoning Commission by a 6-0 vote recommends approval of thoroughfare name change from Settlers Landing to Bass Pro Way.

Attachments:
Location Map
Future Land Use Map
Notification Map

Ordinance

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

Edited/Submitted By:
City Manager

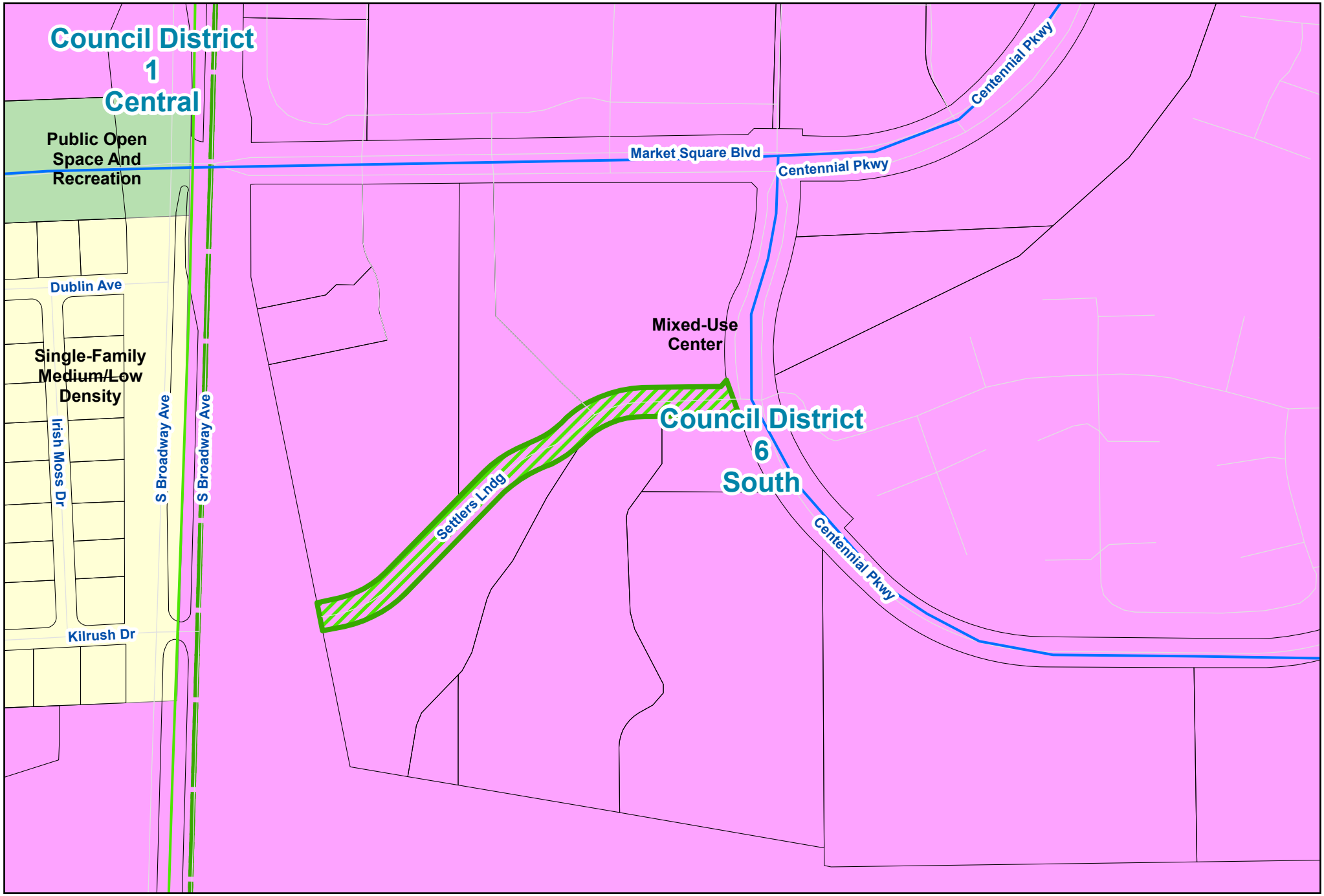


This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

1 inch equals 300 feet

ZONING CASE
Zoning Case #: N25-001
Right-Of-Way Name Change
Applicant: City Of Tyler

Subject Property

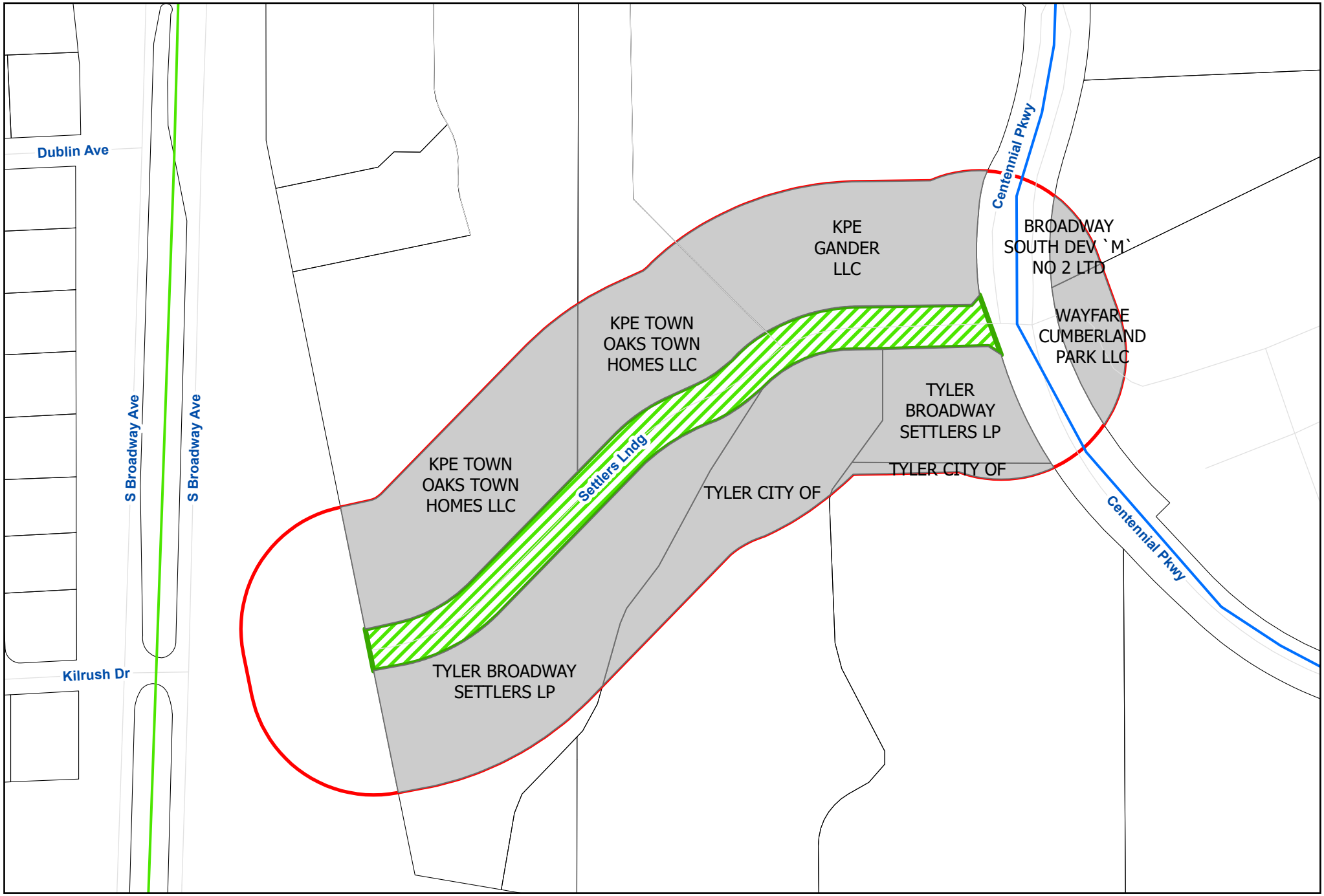


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1 inch equals 300 feet

ZONING CASE
Zoning Case #: N25-001
Right-Of-Way Name Change
Applicant: City Of Tyler

Subject Property



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

1 inch equals 200 feet

ZONING CASE
Zoning Case #: N25-001
Right-Of-Way Name Change
Applicant: City Of Tyler

Subject Property
200' Mailed Notification Area

ORDINANCE NO. O-2025-

AN ORDINANCE PROVIDING FOR THE THOROUGHFARE NAME CHANGE FROM SETTLERS LANDING TO BASS PRO WAY. THE STREET IS LOCATED BETWEEN CENTENNIAL PARKWAY AND SOUTH BROADWAY AVENUE OF THE CITY OF TYLER JURISDICTION; 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 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 51.001(1) provides that the governing body of a municipality may adopt, publish, amend, or repeal an ordinance, rule or police regulation that is for the 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 the carrying out of a power granted by law to the municipality or to an office or department of the municipality; and

WHEREAS, Texas Transportation Code Section 311.001(a) states that a home-rule municipality has exclusive control over and under the public highways, streets, and alleys of the municipality; and

WHEREAS, Tyler City Unified Development Code, Division F, Section 10-260, governs name changes of rights-of-way and thoroughfares; and

WHEREAS, it is in the public interest to change the name of a public street as set forth herein;

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

PART 1: That the name of Settlers Landing is hereby changed to Bass Pro Way along the entire length of the street as described, to-wit:

I. APPLICATION N25-001

Settlers Landing to Bass Pro Way and is shown in the drawing attached hereto as Exhibit "A" and incorporated herein.

PART 2: That the purpose of this street name change is ensure public safety.

PART 3: That the City Manager is hereby ordered and directed to cause City of Tyler maps to be amended to reflect the above described street name change.

PART 4: 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 5: That this Ordinance shall take effect immediately upon its adoption.

PASSED AND APPROVED this the 22nd day of October, A.D., 2025.

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

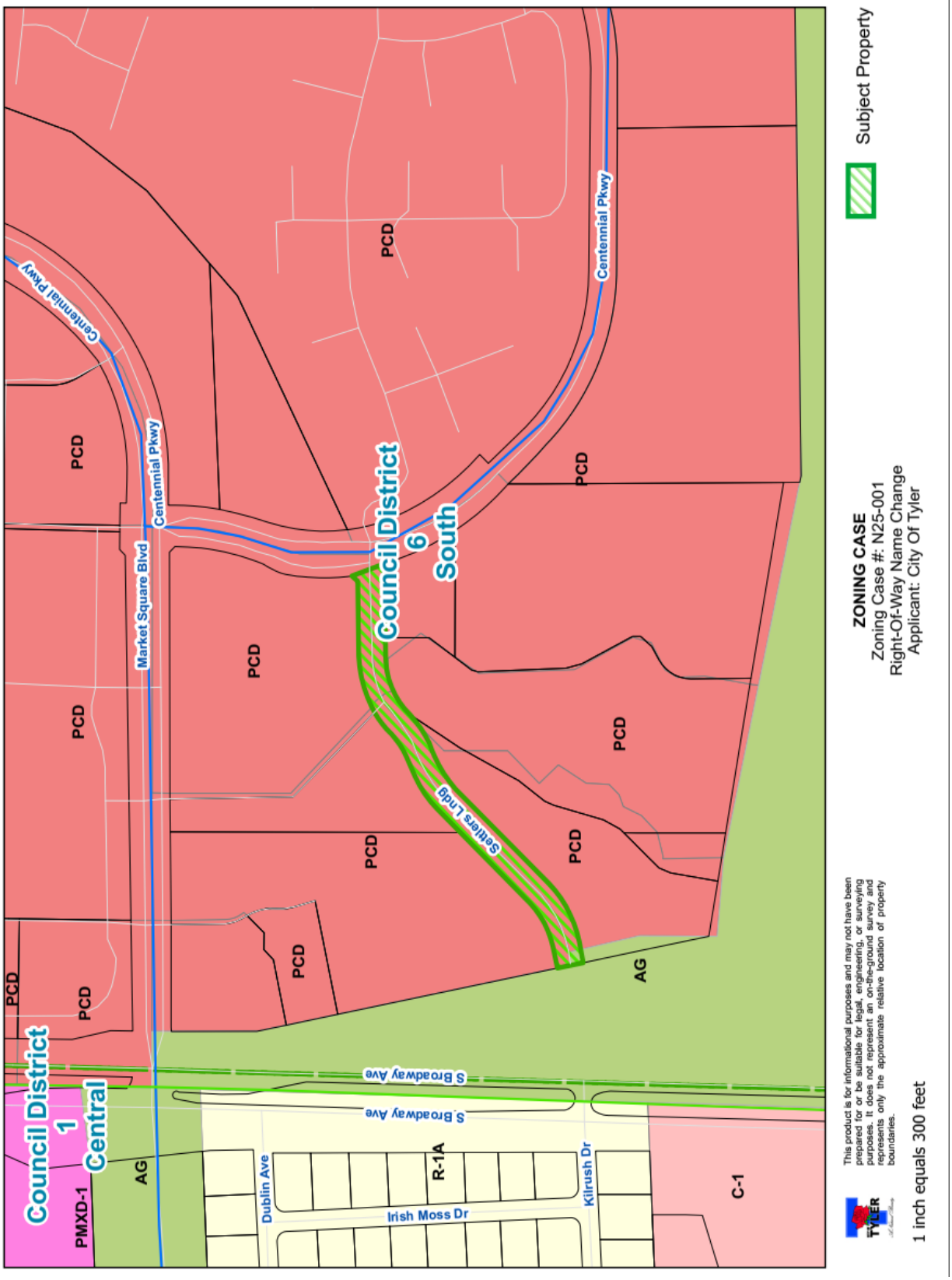
A T T E S T:

_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

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



CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. R-1

Date: October 22, 2025

Subject: Request that the City Council consider adoption of a Resolution authorizing the filing of an application with the East Texas Council of Governments (ETCOG) for a Regional Solid Waste Grant, and authorizing the acceptance and use of any grant(s) if awarded, authorizing the acceptance of any increases in grant funding levels, and authorizing the Solid Waste Department to take all actions needed to receive and expend grant funds.

Item Reference:

The East Texas Council of Governments (ETCOG) announced the availability of municipal solid waste grant funding for Fiscal Year 2026 and Fiscal Year 2027 for eligible local and regional projects in support of the goals and objectives of the ETCOG Regional Solid Waste Management Plan. Funding for this program is provided through a grant from the Texas Commission on Environmental Quality (TCEQ). TCEQ has made $161,705.00 available for this grant program. Eligible project categories include Local Enforcement; Litter and Illegal Dumping Cleanup and Community Collection Events; Source Reduction and Recycling; Local Solid Waste Management Plans; Citizens' Collection Stations and "Small" Registered Transfer Stations; Household Hazardous Waste (HHW) Management; Technical Studies; Educational and Training Projects and Other (related programs not specifically listed). If approved by City Council, the City's Solid Waste Department and Keep Tyler Beautiful would apply for $20,000 in grant funding to host a Household Hazardous Waste Collection Day in May 2026 and May 2027. During this event, we would collect latex and oil-based paint from Tyler citizens and use the funds to recycle or properly dispose of it by a contracted environmental service agency. According to the grant application criteria, the applicant's governing body must approve a resolution authorizing the application.

RECOMMENDATION:

Request that the City Council consider adoption of a Resolution authorizing the filing of an application with the East Texas Council of Governments (ETCOG) for a Regional Solid Waste Grant, and authorizing the acceptance and use of any grant(s) if awarded, authorizing the acceptance of any increases in grant funding levels, and authorizing the Solid Waste Department to take all actions needed to receive and expend grant funds.

Attachments:
ETCOG Resolution

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

Edited/Submitted By:
City Manager

RESOLUTION NO. R-2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, ALSO REFERRED TO AS "APPLICANT", AUTHORIZING SUBMISSION OF AN APPLICATION FOR THE EAST TEXAS COUNCIL OF GOVERNMENTS REGIONAL SOLID WASTE GRANTS PROGRAM FOR FUNDS TO BE USED FOR SOLID WASTE AND THE PAINT RECYCLE EVENT; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ACCEPT GRANT FUNDS; PLEDGING THAT IF A GRANT IS RECEIVED THE CITY OF TYLER WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE EAST TEXAS COUNCIL OF GOVERNMENTS, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, AND THE STATE OF TEXAS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, it is the intent of the Tyler City Council to promote the health, safety, and welfare; and

WHEREAS, the East Texas Council of Governments is directed by the Texas Commission on Environmental Quality to administer solid waste grant funds for the implementation of the Council of Governments' adopted regional solid waste management plan; and

WHEREAS, the City of Tyler ("City") is fully eligible to apply for grant funds under the Request for Applications; and

WHEREAS, the City wishes to participate in the aforementioned grant program; and

WHEREAS, the City intends to apply for approximately $20,000.00 for each of Fiscal Years 2026 and 2027 to support solid waste initiatives, including a community paint recycling day; and

WHEREAS, the City will comply with all applicable grant requirements of the East Texas Council of Governments, the Texas Commission on Environmental Quality, and the State of Texas; and

WHEREAS, the City is desirous of authorizing an official or representative to act on behalf of the City in matters related to the East Texas Council of Governments Regional Solid Waste Management Grant Program; and

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

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

PART 1: That the City hereby certifies and directs the City Manager or designee to act on behalf of the City in all matters related to the grant program with the East Texas Council of Governments and hereby designates the City Manager or designee as the City's official representative for such purposes.

PART 2. That the City hereby specifically authorizes the City Manager or designee to prepare and submit all necessary applications and documentation to request grant funding in the

amount of $20,000.00 under the East Texas Council of Governments' Request for Applications for the Regional Solid Waste Grants Program; to act on behalf of the City of Tyler in all matters related to the grant application; and to take any actions necessary in connection with any resulting grant contracts and/or grant-funded projects that may result.

PART 3. That the City hereby resolves and affirms that if grant funds are awarded to the City from the Regional Solid Waste Grants Program, the City will comply with the grant requirements of the East Texas Council of Governments, the Texas Commission on Environmental Quality, the State of Texas, and all laws and regulations incorporated by reference in the grant agreement.

PART 4. That the grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant.

PART 5. That grant-funded activities will comply with and support the applicable regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

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

PART 7. That the City Manager or designee is hereby authorized and directed to take all actions necessary to accept and use the grant to fulfill the public purposes described above.

PART 8. That the City Manager or designee is hereby authorized and directed to provide such additional information as may be required by the East Texas Council of Governments, the Texas Commission on Environmental Quality, and the State of Texas.

PART 9. That this Resolution shall become effective immediately upon its adoption by the City Council.

PASSED AND APPROVED on this the _____ day of _____, 2025

_____

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

ATTEST:

_____

CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____

DEBORAH PULLUM, CITY ATTORNEY

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-1

Date: October 22, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute an agreement with Union Pacific Railroad to perform preliminary engineering services costs associated with the 2024 Railroad Crossing Improvements projects in the amount of $210,000.00.

Item Reference: **City Council 8/14/2024, M-2; 5/28/2025, C-A-9**

In August 2024, the Half-Cent Sales Tax Board and City Council authorized funds for a design contract with HDR Engineering, Inc. for the design of the 2024 Railroad Crossing Improvements for a total of $600,000. In May 2025, funds for an amendment to HDR Engineering's contract totaling $55,174.00 were approved for additional drainage design work.

The railroad grade crossings included in the 2024 Railroad Crossing Improvements project are E Lake Street, E Erwin Street, E Ferguson Street, and E Locust Street.

As part of implementing the railroad grade crossing improvements, Union Pacific Railroad (UPRR) requires a reimbursement agreement for preliminary engineering services to be approved and executed between the City of Tyler and UPRR. This reimbursement agreement covers the following expense items of UPRR or their consultant to complete the preliminary engineering of the project:

* Field diagnostic(s) and inspections
* Review of construction documents (plans, specifications, etc.)
* Project design
* Preparation of Project estimate for force account or other work performed by the Railroad
* Meetings and travel

These tasks ensure that the final design and construction documents meet the requirements of UPRR and allow UPRR to develop cost estimates for equipment and construction administration costs that will be required to construct the projects. A summary of total project design costs is provided in the table below.

Task Cost
HDR Original Design Contract $600,000.00
HDR - Design Amendment No. 1 $55,174.00
UPRR - Reimbursement Agreement $210,000.00
Totals: $865,174.00

The Half-Cent Sales Tax Board will meet on October 14, 2025, to review this item. A recommendation will be presented at the City Council meeting.

FUNDING: Half Cent Sales Tax Fund

RECOMMENDATION:

It is requested that the City Council authorize the City Manager to execute an agreement with Union Pacific Railroad to perform preliminary engineering services costs associated with the 2024 Railroad Crossing Improvements projects in the amount of $210,000.00.

Attachments:
UPRR Reimbursement Agreement

Drafted/Recommended By:
Department Leader Darin Jennings, PE - City Engineer

Edited/Submitted By:
City Manager

REIMBURSEMENT AGREEMENT
PRELIMINARY ENGINEERING SERVICES

Effective Date:

Estimate: $210,000.00

THIS REIMBURSEMENT AGREEMENT (**Agreement**) is made and entered into as of the **Effective Date**, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (**Railroad**), and CITY OF TYLER, TEXAS (**Agency**).

RECITALS

A. Agency desires to initiate the project more particularly described on Exhibit A attached hereto (**Project**).

B. The Project will affect Railroad's track, right of way, or operations at or near the Project area more particularly described on Exhibit A.

C. Railroad agrees to collaborate with Agency on the conceptualization and development of the Project in accordance with the terms and conditions of this Agreement and any federal regulations.

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Railroad, and/or its representatives, at Agency's sole cost and expense, agrees to perform (or shall cause a third-party consultant to perform on Railroad's behalf) the preliminary engineering services work described on Exhibit B attached hereto (**PE Work**). Agency acknowledges and agrees that: (a) Railroad's review of any Project designs, plans and/or specifications, as part of the PE Work, is limited exclusively to potential impacts on existing and future Railroad facilities and operations; (b) Railroad makes no representations or warranties as to the validity, accuracy, legal compliance, or completeness of the PE Work; and (c) Agency's reliance on the PE Work is at Agency's own risk.

2. Notwithstanding the Estimate **(Estimate)**, Agency agrees to reimburse Railroad and/or Railroad's third-party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred for the PE Work. During the performance of the PE Work, Railroad will provide (and/or will cause its third-party consultant to provide) progressive billing to Agency based on actual costs in connection with the PE Work. After completion of the PE Work, Railroad will submit (and/or will cause its third-party consultant to submit) a final billing to Agency for any balance owed for the PE Work. Agency shall pay Railroad (and/or its third-party consultant, as applicable) within thirty (30) days after Agency's receipt of any progressive and final bills submitted for the PE Work. Bills will be submitted to the Agency using the contact information provided on Exhibit C. Agency's obligation hereunder to reimburse Railroad (and/or its third-party consultant, as applicable) for the PE Work shall apply regardless whether Agency declines to proceed with the Project or Railroad elects not to approve the Project.

3. Agency acknowledges and agrees that Railroad may withhold its approval for the Project for any reason in its sole discretion, including without limitation, impacts to Railroad's safety, facilities, or operations. If Railroad approves the Project, Railroad will continue to work with Agency to develop final plans and specifications, and prepare material and force cost estimates for any Project related work performed by Railroad.

4. If the Project is approved by Railroad, Railroad shall prepare and forward to Agency a Construction and Maintenance Agreement (**C&M Agreement**) which shall provide the terms and conditions for the construction and ongoing maintenance of the Project. Unless otherwise expressly set forth in the C&M Agreement, the construction and maintenance of the Project shall be at no cost to Railroad. No construction work on the Project affecting Railroad's property or operations shall commence until the C&M Agreement is finalized and executed by Agency and Railroad.

5. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

7. This Agreement sets forth the entire agreement between the parties regarding the Project and PE Work. To the extent that any terms or provisions of this Agreement regarding the PE Work are inconsistent with the terms or provisions set forth in any existing agreement related to the Project, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

CITY OF TYLER, TEXAS	**UNION PACIFIC RAILROAD COMPANY,** a Delaware Corporation
_____	_____
Signature	Signature
_____	Erik Lewis
Printed Name	Printed Name
_____	Manager I, Industry & Public Projects
Title	Title

Exhibit A
Project Description and Location

Project Description

The City of Tyler, Texas, proposes roadway changes at multiple crossings near the locations referenced below.

Location

Tyler Industrial Lead

DOT	Crossing Type	Milepost	Street Name
426744L	Public	17.773	East Lake Street
426752D	Public	18.936	East Erwin Street
426753K	Public	19.01	East Ferguson Street
426754S	Public	19.07	East Locust Street

Exhibit B
Scope of Project Services

Scope of work includes, but is not limited to the following:

- Field diagnostic(s) and inspections
- Review of construction documents (plans, specifications, etc.)
- Project design
- Preparation of Project estimate for force account or other work performed by the Railroad
- Meetings and travel

Exhibit C
Billing Contact Information

Name	Edward Broussard
Title	City Manager
Address	212 N. Bonner Ave, Tyler, TX 75702
Work Phone	(903) 531-1239
Cell Phone	
Email	ebroussard@tylertexas.com
Agency Project No.	

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-2

Date: October 22, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute a Capital Improvement Project (CIP) construction contract with Crown Civil Construction Corporation for the Tyler Water Utilities (TWU) Consent Decree Brick Removal project, for $1,473,686.00, Bid. No. 25-074.

Item Reference: **City Council Agenda Item C-A-10, 5-28-2025**

On February 12, 2025, the City Council approved the award of a construction contract for the Tyler Water Utilities (TWU) Consent Decree Group 2 Capacity Improvements to Belt Construction of Texas, LLC. This project consists of approximately 18,140 linear feet of 15"-42" sanitary sewer line. Construction started in May 2025 and is expected to take about 2 years. This sewer line will cross several brick streets in town and under other brick streets such as Elm St, College Ave, and Woldert St.

To help facilitate the sewer line construction and protect the bricks, it was decided that it would be best to hire a separate contractor to remove the bricks within the construction areas and install temporary asphalt pavement. Then the bricks will be cleaned and reinstalled after construction of the sewer line. Elm Street from Fannin Ave to College is a brick street that was overlaid with asphalt. The bricks taken from Elm Street in this area will be stockpiled for the repair of other brick streets around the City of Tyler.

Halff Associates was approved to provide design engineering, bid phase, and construction phase services. The engineering Department staff will provide inspection for this project.

This project was advertised for bids on August 13, 2025, and bids were opened on September 9, 2025. Three bids were received and are summarized below:

* Crown Civil Construction Corporation = $1,473,686.00
* Reynolds & Kay, LTD. = $1,824,988.00
* The Fain Group, Inc. = $2,551,938.00

The Engineer's Estimate was between $1,800,000 and $2,060,000.

The Half-Cent Sales Tax Board authorized funds for this construction project on October 14, 2025.

FUNDING: Half Cent Sales Tax Fund

RECOMMENDATION:

It is requested that the City Council authorize the City Manager to execute a Capital Improvement Project (CIP) construction contract with Crown Civil Construction Corporation for the Tyler Water Utilities (TWU) Consent Decree Brick Removal project, for $1,473,686.00, Bid. No. 25-074.

Attachments:
Bid Tabulation Summary
Location Maps

Drafted/Recommended By:
Department Leader Darin Jennings, PE - City Engineer

Edited/Submitted By:
City Manager

HALFF ASSOCIATES, Inc.
1121 E SE Loop 323, Suite 117
Tyler, Texas 75701

CLIENT: City of Tyler
PROJECT: TWU Consemt Decree Brick Removal
DATE: 9/10/2025
Bid No: 25-074

Key	
	Apparent Low Bidder
	Different From Bid Tab

Bid Tabulation

Item No.	Description	Unit	Total Quantity	Reynolds & Kay, LTD.		The Fain Group, Inc.		Crown Civil Construction Corp.	
	Base Bid								
General Items				**Unit Price ($)**	**Total ($)**	**Unit Price ($)**	**Total ($)**	**Unit Price ($)**	**Total ($)**
100	SITE PREPARATION	LS	1	$4,000.00	$4,000.00	$65,519.00	$65,519.00	$43,000.00	$43,000.00
101	MOBILIZATION (MAX 12%)	LS	1	$215,000.00	$215,000.00	$139,351.00	$139,351.00	$170,000.00	$170,000.00
102	PREPARE AND IMPLEMENT SWPPP	LS	1	$1,000.00	$1,000.00	$25,004.00	$25,004.00	$5,000.00	$5,000.00
103	TRAFFIC CONTROL	LS	1	$44,000.00	$44,000.00	$40,644.00	$40,644.00	$30,000.00	$30,000.00
104	MILL EXISTING ASPHALT OVERLAY OVER BRICK (DEPTH 2"-4")	SY	3835	$22.00	$84,370.00	$21.00	$80,535.00	$20.00	$76,700.00
105	BRICK REMOVAL AND PALLETIZING (STORAGE)	SY	7412	$140.00	$1,037,680.00	$205.00	$1,519,460.00	$100.00	$741,200.00
106	CONCRETE HEADER REMOVAL	LF	20	$20.00	$400.00	$200.00	$4,000.00	$97.00	$1,940.00
107	ADJUST MANHOLE TO FINISHED GRADE	EA	34	$1,000.00	$34,000.00	$1,191.00	$40,494.00	$430.00	$14,620.00
108	TEMPORARY PAVEMENT (ASSUMED AVERAGE DEPTH OF 4")	TON	1664	$241.00	$401,024.00	$379.00	$630,656.00	$233.00	$387,712.00
109	REFLECTIVE PAVEMENT MARK TY I (W) 24" (SLD)	LF	251	$14.00	$3,514.00	$25.00	$6,275.00	$14.00	$3,514.00
Subtotal - General Improvements					**$1,824,988.00**		**$2,551,938.00**		**$1,473,686.00**
Total Base Bid					**$1,824,988.00**		**$2,551,938.00**		**$1,473,686.00**


100' 0 100' 200'
GRAPHIC SCALE IN FEET
FERGUSON ST
FERG
346 SY OF BRICK PAVEMENT
199 SY OF BRICK PAVEMENT
S CENTER AVE
S ADAMS AVE
155 SY OF BRICK PAVEMENT
2,179 SY OF BRICK PAVEMENT OVERLAYED WITH ASPHALT
S SPRING AVE
1,462 SY OF BRICK PAVEMENT OVERLAYED WITH ASPHALT
W ELM ST
W ELM ST
24 SY OF BRICK PAVEMENT OVERLAYED WITH ASPHALT
25 SY OF BRICK PAVEMENT
S BROADWAY AVE
FANNIN AVE
587 SY OF BRICK PAVEMENT
1,429 SY OF BRICK PAVEMENT
COLLEGE AVE
W WOLDERT ST
BOIS D ARC AVE
N BONNER AVE
179 SY OF BRICK PAVEMENT
W FRONT ST


CHILDREN'S PARK
OF TYLER
50' 0 50' 100'
GRAPHIC SCALE IN FEET
DOBBS ST
E DOBBS ST
395 SY OF BRICK
PAVEMENT
UNITED WAY
OF SMITH
COUNTY
S COLLEGE AVE
S BROADWAY AVE
W LINDSEY LN
70 SY OF BRICK
PAVEMENT
87 SY OF BRICK
PAVEMENT
SHAW ST

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-1

Date: October 22, 2025

Subject: Request that the City Council consider cancelling the regularly scheduled City Council meetings of November 26, 2025, and December 24, 2025.

Item Reference: **Tyler City Code, Section 1-22**

The Tyler City Code, Sec. 1-22 sets out regular City Council meetings on the second and fourth Wednesday of each month. The meetings can be changed, as necessary, by the City Council.

Due to the second regular meeting dates in both November and December of this year falling in close proximity to holidays, these meetings could be cancelled without undue delay of any urgent items. It is, therefore, recommended that the regular City Council meetings scheduled for November 26, 2025 and December 24, 2025 be cancelled.

RECOMMENDATION:

Request that the City Council consider cancelling the regularly scheduled City Council meetings of November 26, 2025, and December 24, 2025.

Drafted/Recommended By:
Department Leader Deborah Pullum, City Attorney

Edited/Submitted By:
City Manager

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-2

Date: October 22, 2025

Subject: Request that the City Council consider authorizing the City Manager to declare and approve Tyler Police Department emergency communications equipment (10 police in-car radios and accessories), valued at approximately $1,500.00, as surplus and authorize the donation of the same to the Bullard Independent School District Police Department for use in police operations.

Item Reference:

The Tyler Police Department is currently in possession of outdated emergency communications equipment, including in-car police radios and accessories. This outdated emergency communications equipment was replaced in 2022 with the most up-to-date technology, allowing for the most effective and efficient communication during police responses.

The Tyler Police Department would like to donate a portion of the outdated communication equipment to the Bullard Independent School District Police Department to further assist their agency in responding to all police operations within their district.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to declare and approve Tyler Police Department emergency communications equipment (10 police in-car radios and accessories), valued at approximately $1,500.00, as surplus and authorize the donation of the same to the Bullard Independent School District Police Department for use in police operations.

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

Edited/Submitted By:
City Manager

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-3

Date: October 22, 2025

Subject: Request that the City Council consider ratifying authorization by the City Manager to purchase one (1) new Stepp Pothole Patcher truck to replace unit 13210 from Holt Truck Center Kinloch through Sourcewell contract #032824-NVS instead of from Kinloch Sourcewell contract #050625-SMC that was approved on 9/24/25 CA-11 for the total amount of $262,473.00.

Item Reference: **CA-11 9/24/25**

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, originally approved for purchase from the Kinloch Equipment Sourcewell contract #050625-SMC on 9/24/25 CA-11. VES requests that the City Council consider ratifying and authorizing the City Manager to purchase one (1) new Stepp Pothole Patcher truck to replace unit 13210 from Holt Truck Center through Sourcewell contract #032824-NVS instead of from Kinloch Sourcewell contract #050625-SMC that was approved on 9/24/25 CA-11 for the total amount of $262,473.00.

RECOMMENDATION:

It is recommended that the City Council consider ratifying authorization by the City Manager to purchase one (1) new Stepp Pothole Patcher truck to replace unit 13210 from Holt Truck Center Kinloch through Sourcewell contract #032824-NVS instead of from Kinloch sourcewell contract #050625-SMC that was approved on 9/24/25 CA-11 for the total amount of $262,473.00.

Attachments:
Sourcewell Class 6_8 Workbook OfficialV Kinloch 3 yd Tar Spreader Corrected Pricing Revised 9.30.25

Drafted/Recommended By:
Department Leader Stann Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

Sourcewell Awarded Contract
Contract # 060920-NVS

International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #032824-NVS awarded to Navistar, Inc for new International Trucks. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

	PROPOSAL PREPARED FOR:	PROPOSAL PREPARED BY:
Sourcewell Member:	City of Tyler - Sourcewell Account # 33152	Holt Truck Tyler
Contact:	Debora Schreck	Chad Hidalgo
Address:	PO Box 2039	Holt Truck Centers #060920NVS
City/State/Zip:	Tyler TX 75710	Tyler TX 75710
Phone:	903-531-1321	903-279-5570
Email:	dschreck@tylertexas.com	chad.hidalgo@holttruckcenters.com

Proposal Number	4582
Date	6/11/2024
Quantity of this Specification	1
Single Sourcewell Transaction Total Volume	

Chassis			
New 2026 International MV607 Chassis			$ 141,572.00
Base Chassis List		$ 113,929.00	
Options List		$ 27,643.00	
Sourcewell Contract Discount		30.3%	$ (42,923.41)
Volume Incentive			$ -
Material Price Increases			$ -
Net Sourcewell Chassis Price			$ 98,648.59
Sourcewell Partner Body			
			$ -
			$ -
Handling Fee		4.00%	$ -
Non-Sourcewell Dealer Supplied Body			
Kinloch - Stepp Mounted Pothole Patcher 3 Yard Body - Updated			$ 150,766.00
			$ -
Handling Fee		2.00%	$ 3,015.32
Additional Post Build Work			
			$ -
			$ -
			$ -
Handling Fee		5.00%	$ -
Service Contracts			
40TVU Allison RDS 60MO / 40XUD Ext Veh Coverage 48 mo 150 K niles			$ 2,500.00
40YGA Towing 48 Months / $1100.00 per inncident			$ 2,500.00
40YYG Ext Cumm Eng & After treatment 48 MO 150K miles			$ 2,900.00
Additional Freight			
			$ -
			$ -
Additional Floorplan			
90 Days Floor plan at $30 per day			$ 2,700.00
			$ -
Additional Fees & Taxes			
			$ -
			$ -
			$ -
Final Sourcewell Per Vehicle Price FOB			**$ 262,473.00**
Final Sourcewell Total Vehicle(s) Price			**$ 262,473.00**

Additional Sourcewell Qualified Content	
Silver Package Award	$1,200

Terms:

Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcewell pricing quoted above.

Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset.
Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing.
Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-4

Date: October 22, 2025

Subject: Request that the City Council consider authorizing the City Manager to award a contract in the amount of $88,445.70 to CR Systems Inc, Aggieland Roofing for the Senior Citizens Center Roof Restoration Project at 1915 Garden Valley Rd., Tyler Texas.

Item Reference:

City of Tyler staff requested a roof inspection and assessment of the Senior Citizens Center Roof Restoration Project at 1915 Garden Valley Rd., Tyler Texas, by Wharry Engineering of Mesquite, Texas. This assessment found that the field of the roof and gutter system needed repairs and were a good candidate for a roof coating treatment, further gutter lines need cleaned and new screws need to be installed as well as removal of exhaust fans and replacement of some roof panels. the funds were made available in this fiscal year for this project. In accordance with State Law and City of Tyler policy, request for bid was published on Friday, August 29, 2025, and Friday, September 5, 2025. Bids were opened on Tuesday, September 23, 2025, at 2:00 pm; results were as follows:

Advanced Roofing $ 90,146.00
CR Systems /Aggieland $ 88,445.70
S&S Roofing $ 142,627.00
Thermal Protection Services $131,511.20

These quotes have been reviewed by staff and Wharry Engineering 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 $88,445.70 to CR Systems Inc, Aggieland Roofing for the Senior Citizens Center Roof Restoration Project at 1915 Garden Valley Rd., Tyler Texas.

Attachments:
25-080 Advanced Roofing.pdf
25-080 CR Systems.pdf
25-080 S&S Roofing.pdf
25-080 Thermal Protection Services.pdf
25-080 As Read Results.pdf

Drafted/Recommended By:
Department Leader Gary L. Smith, Facilities Services Manager

Edited/Submitted By:
City Manager

Section 5 PROPOSAL

Proposal for CIP Contract to The City of Tyler, Texas

Date of Bid: August 23, 2025

The undersigned, as bidder, in compliance with **CITY'S *Notice To Bidders*** for construction of:

City of Tyler Bid Number: 25-080

Project Name: Senior Citizen Center Roof Coating Restoration

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:

four thousand five hundred seven Dollars
and thirty Cents

$4,507.30

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	JMH	Received	8/4/2025
ADDENDUM NO. 2	JMH	Received	8/4/2025
ADDENDUM NO. 3	JMH	Received	8/20/2025
ADDENDUM NO. 4	JMH	Received	9/9/2025
ADDENDUM NO. 5		Received	

Advanced Roofing Services, Inc. Bidder	7724 US Hwy 259 N Street Address
 Signature	Longview, Texas 75605 City, State, Zip
John Matt Haws Printed Name	903-759-9298 or 903-619-8638 Telephone Number
Sales Consultant Title	9/23/2025 Date

BASE BID: 90,146.00

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
No. 1	400	S.F.	400 sq.ft. of existing roof system included in base bid cost for add additional quantity/sq.ft. Two thousand eight hundred Dollars zero Cents	$ 7.00	$ 2,800.00
No. 2		Ln.ft.	5% Contingency Dollars Cents	$	$ 4,208.50
No. 3			Alternate to clean the existing French drain system Two thousand six hundred Dollars Cents	$	$ 2,600.00
			Dollars Cents	$	$
			Dollars Cents	$	$
			Dollars Cents	$	$
			Dollars Cents	$	$
			Dollars Cents	$	$
			, for Dollars		

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 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

Eighty-seven thousand five hundred forty-six Dollars
and Zero Cents

$ 87,546.00

ADD ALTERNATES TOTAL

Two thousand six hundred Dollars
and Zero Cents

$ 2,600.00

BASE BID TOTAL + ADD ALTERNATIVES = TOTAL BID

Ninety thousand one hundred forty-six Dollars
and Zero Cents

$ 90, 146.00

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:	$ 27,300.00
Value of All Other Charges:	$ 62,846.00
*Total:	$ 90,146.00

* This statement may be submitted with ***Proposal*** and the total must agree with the **total bid** figure shown in the Bid Summary section above.

BID BOND

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call FCCI Insurance Group's (FCCI)* toll-free telephone number for information or to make a complaint at 1-800-226-3224.

You may also write to FCCI Insurance Group Compliance Department e-mail at StateComplaints@fcci-group.com.

For Claims, you may write to FCCI Insurance Group Claim Department e-mail at newclaim@fcci-group com.

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at 1-800-252-3439.

You may write the Texas Department of Insurance:

PO Box 149104
Austin TX 78714-9104

Fax: 1-512-475- 1771

Web: http://www.tdi.state.tx.us

E-mail: ConsumerProtection@tdi state.tx.us

PREMIUM OR CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim you should contact FCCI first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND

This notice is for information only and does not become a part or condition of the attached documents.

*The FCCI Insurance Group includes the following insurance carriers: Brierfield Insurance Company, FCCI Advantage Insurance Company, FCCI Commercial Insurance Company, FCCI Insurance Company, Monroe Guaranty Insurance Company, and National Trust Insurance Company.

Copyright 2012 FCCI Insurance Group.

Section 6 BID BOND

Check Here if this Section is NOT Used ☐

THE STATE OF TEXAS §
§ **BID BOND**
COUNTY OF SMITH §

THAT, Advanced Roofing Services, Inc. [*contractor*], as **PRINCIPAL**, and FCCI 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 the Greatest Amount Bid [*insert figure using written words*], ($ 5% GAB) [*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	25-080
Project Name	Senior Citizen Center Roof Coating Restoration

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 23rd day of September, 20 25.

BOND NUMBER: N/A

PRINCIPAL (Contractor)

Advanced Roofing Services, Inc.
Printed Name of Principal

7724 US Hwy 259 N
Longview, TX 75605
Physical Address

7724 US Hwy 259 N
Longview, TX 75605
Mailing Address

(903) 759-9298
Telephone Number

By:
Signature

President
Title

SURETY

FCCI Insurance Company
Printed Name of Surety

2255 Ridge Road, Ste 333
Rockwall, TX 75087
Physical Address

2255 Ridge Road, Ste 333
Rockwall, TX 75087
Mailing Address

972.772.7220
Telephone Number

By:
Jay Jordan

Attorney-in-Fact
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.

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Jarrett Willson; Robert G. Kanuth; Robert J. Shuya; Jack Nottingham; Jay Jordan; Jade Porter; Tony Fierro; Johnny Moss; Jeremy Barnett; Brady Wilson; Brennan Williamson; Jarod Jaggers; Ryan Cox; Caleb Hale

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $30,000,000.00): $30,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 20th day of December, 2024.

Attest: Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA

PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow

Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA

PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow

Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 23rd day of September, 2025

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

Advanced ROOFING SERVICES, INC.
Professional Roofing & Waterproofing Systems
30 YEARS STRONG

September 23, 2025

City of Tyler, Texas
Attn: Gary Smith
304 N Border, Tyler, Texas 75702

Re: Senior Citizens Center, Roof Restoration Project

We hereby propose to furnish: labor, material, equipment, insurance, workman's compensation, safety and the full supervision for the completion of the above referenced project as follows:

1. Replace 3 turbine tops with externally braced units (12").
2. Power wash entire roof surface using UCC cleaner.
3. Prime entire roof with rust inhibitor.
4. Replace or tighten needed panel fasteners.
5. Apply brush grade to all horizontal laps and fastener heads
6. Apply Brush grade to side laps 2". Including parapets.
7. Apply rust inhibitor and brush grade and fabric where needed at existing vent bases.
8. Apply one application of Unisil High Build silicone coating to all roof surfaces at rate of 1.5 gallons per square.
9. Power wash gutters and install same Silicone system as roof panels.
10. Remove 4 existing kitchen equipment curbs and replace with 22 gauge R panels.
11. Proposal includes 400 sq ft. of new R panel.
12. Includes requested drain cleaning.
13. Clean up and haul off.
14. Provide a 10 year Diamond Pledge Warranty on coating system.

Total Bid ——— **$ 90,146.00**

Project Notes:

- Price is good for 30 days from date of bid.
- We acknowledge receipt of addendums #1-#4.

All material is guaranteed to be as specified. All work to be completed in a substantial workmanship manner according to specifications submitted, per standard practices. All work carries a 1 year workmanship warranty unless otherwise stated in the scope of work. Repairs are not guaranteed. Fiberglass and Polycarb sheeting are not guaranteed. *Any unforeseen conditions that result in damages beyond our control are not the responsibility of the company. Advanced Roofing will not be held liable for damages that occur to lines, conduits, electrical wiring, pipes or any other mechanical items that are mounted to or hanging from the underneath of the roof decking. Building owner is responsible for having the building up to code, ensuring that mechanical items are properly installed*

Advanced ROOFING SERVICES, INC.
Professional Roofing & Waterproofing Systems

30 YEARS STRONG

Thank you for the opportunity to be of service. Please call with any questions or if you need additional information.

Respectfully Submitted,

Matt Haws
Advanced Roofing Services, Inc.
903-619-8638

The above scope of work, pricing and conditions are satisfactory and are accepted. I hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated by the signature below.

I hereby authorize Advanced Roofing Services, Inc. to commence work as specified.

ACCEPTED: Signature (Client):_____ Date: _____

All material is guaranteed to be as specified. All work to be completed in a substantial workmanship manner according to specifications submitted, per standard practices. All work carries a 1 year workmanship warranty unless otherwise stated in the scope of work. Repairs are not guaranteed. Fiberglass and Polycarb sheeting are not guaranteed. *Any unforeseen conditions that result in damages beyond our control are not the responsibility of the company. Advanced Roofing will not be held liable for damages that occur to lines, conduits, electrical wiring, pipes or any other mechanical items that are mounted to or hanging from the underneath of the roof decking. Building owner is responsible for having the building up to code, ensuring that mechanical items are properly installed and mechanical items not attached to the decking.* Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements and work schedules contingent upon strikes, accidents, delays or weather beyond our control. Owner to carry fire, tornado and other necessary insurance.

BUILDING PHOTO AND INFORMATION RELEASE: The above signed customer herby grants Advanced Roofing Services, Inc. and its assigns, permission to copyright, edit, use, and to publish photographs and written information regarding the roof system and its installation on the customers property. Photographs and written information may be included, in recognizable parts of customers building, name or location. Photographs and written information may be used for Advanced Roofing Services, Inc.'s own marketing and advertising purposes. If you do not agree to these terms and wish Advanced Roofing Services, Inc. not to use your information for the above outlined purposes, you must initial this line _____. Otherwise you agree to hold Advanced Roofing Services, Inc. harmless.

BASE PROPOSAL BID WORKSHEET:

Application of new silicone coating roof system over the existing roof system specified for _____ Dollars and _____ Cents. Ninety thousand one hundred forty-six

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
No. 1	400	S.F.	400 sq.ft. of existing roof system included in base bid cost for add additional quantity/sq.ft.	7.00	2,800.00
			Dollars		
			Cents		
			Dollars		
			Cents	$	$
No. 2			5% Contingency		4,208.50
			Dollars		
			Cents	$	$
No. 3			Alternate to clean the existing French drain system		2,600.00
			Dollars		
			Cents	$	$
			Dollars		
			Cents	$	$
			Dollars		
			Cents	$	$
			Dollars	$	$

END OF SECTION

Section 5 PROPOSAL

Proposal for CIP Contract
to
The City of Tyler, Texas

Date of Bid: 09/23/2025

The undersigned, as bidder, in compliance with **CITY'S *Notice To Bidders*** for construction of:

City of Tyler Bid Number: 25-080
Project Name: Senior Citizen Center Roof Coating Restoration

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 October 31,2025,

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:

Seventy-six thousand, two hundred and nine Dollars
and zero Cents

$76,209.00

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	RK	Received	08/04/25
ADDENDUM NO. 2	RK	Received	08/04/25
ADDENDUM NO. 3	RK	Received	08/20/25
ADDENDUM NO. 4	RK	Received	09/09/25
ADDENDUM NO. 5		Received	

CR Systems, Inc Bidder	12730 HWY 6 Street Address
Rayne Knight Signature	Bryan, TX 77807 City, State, Zip
Rayne Knight Printed Name	979-704-5116 Telephone Number
President Title	09/19/25 Date

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)
CR Systems, Inc.
12730 S. State Hwy 6
Bryan, TX 77807

SURETY:
(Name, legal status and principal place of business)
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
City of Tyler, Texas - Purchasing Office
304 North Border
Tyler, TX 75702

BOND AMOUNT: $ Five Percent of Total Amount Bid (5% of Total Amount Bid)

PROJECT:
(Name, location or address, and Project number, if any)
Bid Number: 25-080 - Senior Center Roof Restoration Project , 1915 Garden Valley Rd., Tyler, TX 75702

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of September, 2025

CR Systems, Inc.
(Principal) *(Seal)*

(Witness)

(Title)

Liberty Mutual Insurance Company
(Surety)

Patricia K. Skelton
(Witness) Patricia K. Skelton

(Title) David T. Satine, Attorney-in-Fact

LIBERTY MUTUAL INSURANCE COMPANY
INCORPORATED 1912 MASSACHUSETTS
Seal No. 5051

S-0054/AS 8/10

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213376-984816**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David T. Satine; Jonathan A. Bursevich; Warren M. Alter

all of the city of Miami Lakes state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of March, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 18th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of September, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Surety's toll free telephone number for information or to make a complaint at:

1-800-782-1546

You may also write to the Surety at:

P.O. Box 19725
Irvine, CA 92623-9725

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:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM 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.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANCE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-800-782-1546

Usted tambien puede escribir al Surety:

P.O. Box 19725
Irvine, CA 92623-9725

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departmento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarrse con el departamento (TDI).

UNA ESTEAVISOA SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Liberty Mutual.
SURETY

Liberty Mutual Surety
17771 Cowan, Suite 100 • Irvine, California 92614 • (949) 263-3300
www.libertymutualsurety.com

BASE BID:

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
No. 1	400	S.F.	400 sq.ft. of existing roof system included in base bid cost for add additional quantity/sq.ft. Thirty-six hundred Dollars No Cents	$9.00	$3,600.00
No. 2		Ln.ft.	5% Contingency Thirty-eight hundred and ten Dollars Forty-five Cents	$	$3810.45
No. 3			Alternate to clean the existing French drain system Forty-eight hundred and twenty-six Dollars Twenty-fiveCents	$	$4,826.25
			 Dollars Cents	$	$
			 Dollars Cents	$	$
			 Dollars Cents	$	$
			 Dollars Cents	$	$
			 Dollars Cents	$	$
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$

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

Seventy-six thousand, two hundred and nine Dollars
and zero Cents

$76,209.00

ADD ALTERNATES TOTAL

Twelve thousand, two hundred and thirty-six Dollars
and Seventy Cents

$12,236.70

BASE BID TOTAL + ADD ALTERNATIVES = TOTAL BID

Eighty-eight thousand, four hundred and forty-five Dollars
and Seventy Cents

$88,445.70

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:	$32,700.00
Value of All Other Charges:	$43,509.00
*Total:	$76,209.00

* This statement may be submitted with ***Proposal*** and the total must agree with the **total bid** figure shown in the Bid Summary section above.

Tyler Sr Center

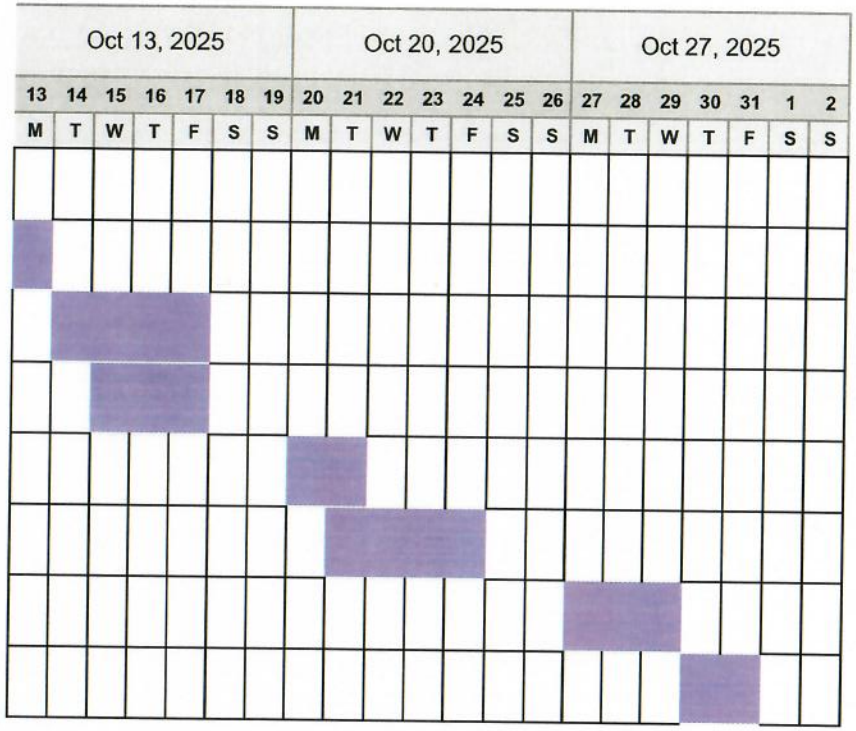
Bid No 25-037

Project start: **Mon, 10/13/2025**

Display week: **1**

Bid #25-080

TASK	START	END
Initiation		
Mobilize set safety up	10/13/25	10/13/25
Clean and prepare roofs	10/14/25	10/17/25
Prime and wire wheel as needed	10/15/25	10/17/25
Flash penetrations, seams, walls	10/20/25	10/21/25
Spray Coatings	10/21/25	10/24/25
Detail Roof	10/27/25	10/29/25
Clean area and demobilize	10/30/25	10/31/25



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/8/2025

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

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

PRODUCER
Marsh & McLennan Agency LLC
2500 Citywest Blvd. Ste. 2400
Houston TX

CONTACT NAME: Janie Chapa
PHONE (A/C, No, Ext): (713) 780-6128 **FAX (A/C, No):**
E-MAIL ADDRESS: Janie.Chapa@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Insurance Company	35289
INSURER B : Texas Mutual Insurance Company	22945
INSURER C : Valley Forge Insurance Company	20508
INSURER D : Continental Casualty Company	20443
INSURER E :	
INSURER F :	

INSURED
C&R Systems, Inc. C&RSYSTE
12730 State Hwy 6
Bryan TX 77807

COVERAGES **CERTIFICATE NUMBER:** 2051955870 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY	Y	Y	6072410068	8/1/2025	8/1/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X 10,000						MED EXP (Any one person)	$ 15,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY X PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY	Y	Y	6072410040	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X Comp $1000 X Coll $1000							$
A	X UMBRELLA LIAB OCCUR	Y	Y	6072410118	8/1/2025	8/1/2026	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	Y	0002065411	8/1/2025	8/1/2026	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Crime			6052022052	8/1/2025	8/1/2027	3rd PartyOnly/Any1Loc	$1MM/$1MM
							Transit/Temp Storage	$500,000
							Lsd/Rent from Others	$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability policy, Automobile Policy include a Blanket Additional Insured endorsement that provides additional insured status only where such status is required by a written contract. The General Liability (CNA74705XX 01/15) ; Business Auto and Workers Compensation (WC 42 03 04 B (06-2014)) policies includes a Blanket Waiver of Subrogation endorsement that provides this status only where such status is required by a written contract. The General Liability, Business Auto Workers Compensation and Umbrella includes a 30 Days notice of cancellation.
General Liability includes (CNA74705XX 01/15) Primary noncontributory endorsement.
City of Tyler

CERTIFICATE HOLDER
City of Tyler

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

AUTHORIZED REPRESENTATIVE
Brett Herrington

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Safety and Health Guide for Contractors

Certificate of Understanding

This *Safety and Health Guide for Contractors* was developed by the City of Tyler to provide guidance for contractors hired to perform repair, alteration, renovation, demolition, equipment installation, and other work requiring access to postal-owned or -leased property.

Distribution

A copy of this Certificate of Understanding should be signed by the Contractor's representative at the post award orientation conference or before the commencement of work. A copy of this guide should be readily accessible where the work is being performed. The contracting officer's representative (COR) should thoroughly brief the Contractor's representative on the Contract Safety and Health Requirements contained herein.

Contractor's Verification Statement

As a representative of CR Systems, Inc (Contractor's name), I have received the *Safety and Health Guide for Contractors* prepared by the City of Tyler. As the Contractor's representative, I understand and accept the requirements contained herein, and I have reviewed each of the required sections of the guide with the COR and/or the designated City of Tyler representative. I agree to review the contents of this guide with all subcontractors hired to perform work on postal property.

Contractor's Representative

Printed Name: Rayne Knight Contact Number: 979-777-9383

Signature: Rayne Knight Date: 08/11/25

Designated City of Tyler Representative

Printed Name: _____ Contact Number: _____

Signature: _____ Date: _____

Safety Representative (If Required by COR)

Printed Name: _____ Contact Number: _____

Signature: _____ Date: _____

City of Tyler CO, COR, or Project Manager

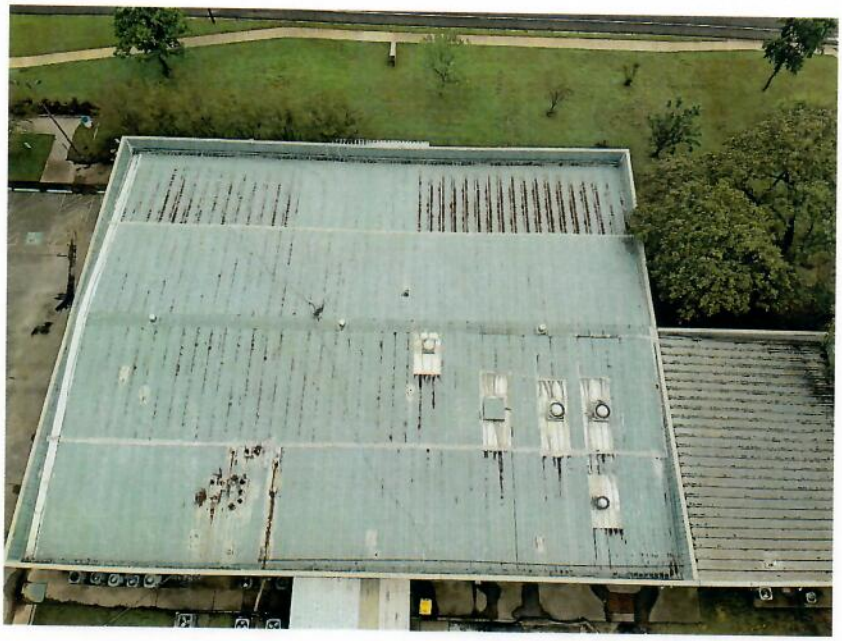
Printed Name: _____ Contact Number: _____

Signature: _____ Date: _____

Maintain a copy of this signed form in the City of Tyler and Contractor's project files.

CONSTRUCTION DOCUMENTS FOR:
ROOF COATING RESTORATION

Senior Citizen Center
1915 Garden Valley Rd.
Tyler, Texas 75702
Bid No. 25-080



Prepared For:
City of Tyler
P.O. Box 2039
Tyler, Texas 75710
Attn: Gary Smith, Facility Services

Consultant:
Wharry Engineering
P.O. Box 550263
Dallas, Texas 75355-0263
(972) 272-4116 Office
mail@wharrytexas.com

May 30, 2025

STATE OF TEXAS
RALPH ARTHUR WHARRY
53644
LICENSED PROFESSIONAL ENGINEER

R A Wharry P.E.

Section 5 PROPOSAL

Proposal for CIP Contract to The City of Tyler, Texas

Date of Bid: September 23, 2025

The undersigned, as bidder, in compliance with **CITY'S *Notice To Bidders*** for construction of:

City of Tyler Bid Number: 25-080
Project Name: Senior Citizen Center Roof Coating Restoration

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:

One hundred thirty three thousand four hundred fity four Dollars

and zero Cents

$ 133,454.00

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	Dated 8-4-25	Received	8-4-25
ADDENDUM NO. 2	Dated 8-4-25	Received	8-4-25
ADDENDUM NO. 3	Dated 8-20-25	Received	8-20-25
ADDENDUM NO. 4	Dated 9-12-25	Received	9-12-25
ADDENDUM NO. 5		Received	

S&S Roofing, Inc.	4339 US Hwy 271 S.
Bidder	Street Address
Signature	Pittsburg, TX 75686
	City, State, Zip
David Smith	903-856-1400
Printed Name	Telephone Number
President	September 23, 2025
Title	Date

BASE BID:

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
No. 1	400 Included in base bid	S.F.	400 sq.ft. of existing roof system included in base bid cost for add additional quantity/sq.ft.	$7.00	TBD
			Seven Dollars		
			Zero Cents	$	$
No. 2		Ln.ft.	5% Contingency	$6,673.00.	$6,673.00.
			six thousand six hundred seventy three Dollars		
			zero Cents	$	$
No. 3			Alternate to clean the existing French drain system	$2,500.00	$2,500.00.
			Two thousand five hundred Dollars		
			Zero Cents	$	$
			Dollars		
			Cents	$	$
			Dollars		
			Cents	$	$
			Dollars		
			Cents	$	$
			Dollars		
			Cents	$	$
			Dollars		
			Cents	$	$
			, for		
			Dollars		
			Cents	$	$
			, for		
			Dollars		
			Cents	$	$

BID SUMMARY

BASE BID TOTAL

One hundred thirty three thousand four hundred fity four Dollars
and Zero Cents

$133,454.00.

ADD ALTERNATES TOTAL

Nine thousand one hundred seventy three Dollars
and Zero Cents

$ 9,173.00.

BASE BID TOTAL + ADD ALTERNATIVES = TOTAL BID

One hundred forty two thousand six hundred twenty seven Dollars
and Zero Cents

$ 142,627.00.

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:	$ 63,500.00
Value of All Other Charges:	$ 79,127.00
*Total:	$ 142,627.00.

* This statement may be submitted with ***Proposal*** and the total must agree with the **total bid** figure shown in the Bid Summary section above.

submittals) to the designated location, at or before the designated time and include the following certification:

S+S ROOFING, INC. **certifies that the unit prices shown on this complete computer print-out for all the bid items and alternates contained in this proposal are the unit prices intended and that its bid will be tabulated using these unit prices and no other information from this print-out.** S+S ROOFING, INC. **acknowledges and agrees that the total bid amount shown will be read as its total bid and further agrees that the official total bid amount will be determined by multiplying the unit bid prices shown in this print-out by the respective estimated quantities shown in the City of Tyler issued proposal and totaling all of the extended amounts.**

Typed Name: DAVID SMITH
Title: PRESIDENT
Signature: [signature]
Date: 9-23-25

3.14 SIGNATURE REQUIREMENTS OF PROPOSAL

1. If a proposal is submitted by an **individual**, the proposal must be signed by the individual or the individual's duly authorized agent.
2. If the proposal is submitted by a **firm, association, partnership or company**, the name and address of each member must be given and the proposal signed by a member of the firm, association, partnership, company or person duly authorized.
3. If the proposal is submitted by a **corporation**, the company or corporate name and address must be given and the proposal signed by an official or duly authorized agent and sealed with the corporate seal. Powers of attorney authorizing agents or others to sign proposals must be properly certified and must be in writing and submitted with the proposal.

3.15 FILING OF BID PACKAGES

No bid package will be considered unless it is received in the Purchasing Office, 304 North Border, Tyler, Texas 75702, Attention: Purchasing Manager within the time limit for receiving bid packages as stated in the advertisement. Each bid package must be in a sealed envelope, plainly marked with the word "proposal", and the project name and time and date the bid package is to be opened as designated in the ***Notice to Bidders***.

The bid package must consist of the following items to be considered complete:

✓ 1. Acknowledgment of all addenda
✓ 2. ***Proposal***
✓ 3. ***Bid Bond***

Any bid package received without each of the required items may be rejected and may not be read at the bid opening.

CONTRACTORS building public streets and drainage, water and/or sewer facilities (not including specialty work such as pipeline camera inspection, interior lining of pipes, etc.) shall

Texas Bonding Company
TEXAS COMPLAINT NOTICE

IMPORTANT NOTICE	AVISO IMPORTANTE
To obtain information or make a complaint:	Para obtener informacion o para someter una queja:
1. You may contact your agent.	1. Puede comunicarse con su agente.
2. You may call the company's toll free telephone number for information or to make a complaint at: 1-800-486-6695	2. Usted puede llamar al numero de telefono gratis de la compania's para informacion o para someter una queja al: 1-800-486-6695
3. You may also write to the company at: Texas Bonding Company 801 South Figueroa Street Suite 700 Los Angeles, CA 90017 USA	3. Usted tambien puede escribir a la compañía: Texas Bonding Company 801 South Figueroa Street Suite 700 Los Angeles, CA 90017 USA
4. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at: 1-800-252-3439	4. Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos, o quejas al: 1-800-252-3439
5. You may write to the Texas Department of Insurance at: Consumer Protection (111-1A) P.O. Box 12030 Austin, Texas 78711-2030 Fax No. 512- 490-1007 Web: www.tdi.texas.gov E-mail: ConsumerProtection@tdi.texas.gov	5. Puede escribir al Departamento de Seguros de Texas al: Consumer Protection (111-1A) P.O. Box 12030 Austin, Texas 78711-2030 Fax No. 512- 490-1007 Web: www.tdi.texas.gov E-mail: ConsumerProtection@tdi.texas.gov
PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.	DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).
ATTACH THIS NOTICE TO YOUR POLICY This notice is for information only and does not become a part or condition of the attached document.	UNA ESTE AVISO A SU POLIZA Esta aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Bid Bond
SURETY DEPARTMENT

Conforms with the American Institute of Architects, A.I.A Documents No. A-310

KNOW ALL MEN BY THESE PRESENTS,

That we, **S&S Roofing, Inc.** as Principal hereinafter called the Principal, and **Texas Bonding Company** a corporation created and existing under the laws of the State of **California** whose principal office is in **Los Angeles, CA** as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Tyler** as Obligee, hereinafter called the Obligee,

in the sum of **Five Percent of the Greatest Amount Bid** Dollars **(5% GAB)** for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents

Whereas, the Principal has submitted a bid for **City of Tyler Bid Number: 25-037 Senior Citizen Center Roof Coating Restoration**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect

Signed and sealed this **23rd** day of **September**, **2025**

S&S Roofing, Inc.

(Principal)

By _____ (SEAL)
DAVID SMITH - PRESIDENT

Texas Bonding Company

(Surety)

By _____ (SEAL)
Jade Porter, Attorney-in-fact

TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jeremy Barnett, Ryan Cox, Tony Fierro, Caleb Hale, Jarod Jaggers, Jay Jordan, Robert G. Kanuth, Johnny Moss, Jade Porter, Brady Wilson, Brennan Williamson, Jarrett Willson, or Cliff Craddock of Rockwall, TX

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, 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 riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Ten Million***** Dollars (***$10,000,000.00***).

This Power of Attorney shall expire without further action on January 31st 2028. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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 on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, 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.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of February 2024.

AMERICAN CONTRACTORS INDEMNITY COMPANY, TEXAS BONDING COMPANY, UNITED STATES SURETY COMPANY, U.S. SPECIALTY INSURANCE COMPANY

By: _____
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On this 1st day of February 2024, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)

D. LITTLEFIELD
Notary Public - California
Los Angeles County
Commission # 2478570
My Comm. Expires Jan 31, 2028

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 23RD day of SEPTEMBER, 2025.

Bond No. N/A
Agency No. 17042

_____
Kio Lo, Assistant Secretary

HCCSMANPOA02/2024

visit tmhcc.com/surety for more information

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/1/2025

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

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

PRODUCER
The Baldwin Group Southwest LLC
2255 Ridge Rd, Ste 333
Rockwall TX 75087

CONTACT NAME: Missye Harrison
PHONE (A/C, No, Ext): 972-771-4071 **FAX (A/C, No):** 972-771-4695
E-MAIL ADDRESS: missye.harrison@baldwin.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Texas Mutual Insurance Company	22945
INSURER B : Continental Casualty Company	20443
INSURER C : Valley Forge Insurance Company	20508
INSURER D :	
INSURER E :	
INSURER F :	

INSURED S&SROOF-02
S & S Roofing, Inc.
4339 US Hwy. 271 S
Pittsburg TX 75686-5857

COVERAGES **CERTIFICATE NUMBER:** 20412535 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			7063652102	2/4/2025	2/4/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			7063652083	2/4/2025	2/4/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			7063652097	2/4/2025	2/4/2026	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001220557	2/4/2025	2/4/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B B	Contractor's Equipment Installation Floater			IM7064237747 IM7064237747	2/4/2025 2/4/2025	2/4/2026 2/4/2026	Leased/Rented Equip Any One Jobsite	$250,000 $400,000

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

The General Liability and Auto Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Auto Liability policies contain an endorsement with "Primary and Noncontributory" wording.

The General Liability, Auto Liability and Workers' Compensation policies include a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

*ALWAYS REFER TO THE ATTACHED POLICY FORMS FOR SPECIFIC WORDING OF SUCH COVERAGE, LIMITS, CONDITIONS AND EXCLUSIONS

CERTIFICATE HOLDER

Sample

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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S&S Roofing, Inc.
4339 US Hwy 271 S, Pittsburg, TX 75686
903-856-1400
david@s-sroofing.com

S&S Roofing, Inc. is a commercial roofing company established in October of 2007 specializing in all types of roofing and sheet metal with a primary area of operation in Texas, Arkansas, Oklahoma, and Louisiana.

On average, S&S Roofing employs 35 people split out between 5-7 crews depending on the project size. Our leadership and crews are trained and proficient in the installation of the following types of roof systems and can provide Manufactures No Dollar Limit Warranties for up to 30 years:

- Modified Bitumen (hot asphalt, cold and torch applied)
- Built-up (hot asphalt and cold applied)
- TPO
- EPDM
- PVC
- Standing Seam (including retro-fit systems)
- Composition
- Liquid applied systems (coatings)
- Pre-engineered metal buildings

Management Experience

President: David Smith – 36 years of experience in the roofing industry with job duties ranging from laborer to manager.

Vice President: Johnny Simmons – 36 years of experience in the fabrication and roofing industries with job duties ranging from laborer to manager.

References

Trade References
ABC Supply Company: Contact Thomas (800) 841-9312
B&S: Contact Jerry Baxter (903) 856-3552
The Garland Company: Contact Steve Schaad (972) 533-9717

Bank Reference
Guaranty Bank and Trust: Contact Rachael Minor (903) 855-0007

Bonding and Insurance Agent
Contact Jade Porter or Tony: (972) 771-4071 x250

Various Projects Completed

Project: Quinlan ISD Ford High School and Thompson Middle School
Owner: Quinlan ISD
Architect: Douglas Consulting Group
Contract Amount: $2,897,936.00
Contact: Doug Shearer (214) 392-5413

Project: North Lamar ISD Everett Elementary
Owner: North Lamar ISD
Architect: Parkhill
Contract Amount: $745,586.00
Contact: Bart Chadwick (903) 249-4592

Project: Hawkins ISD High School
Owner: Hawkins ISD
Architect: Douglas Consulting Group
Contract Amount: $1,457,573.00
Contact: Doug Shearer (214) 392-5413

Project: AEP SWEPCO Blue Cat
Owner: AEP SWEPCO
Architect: AXO
Contract Amount: $2,207,359.00
Contact: Steve Schaad (972) 533-9717

Project: Wood County Jail
Owner: Wood County
Architect: Garland Company
Contract Amount: $648,436.00
Contact: Steve Schaad (972) 533-9717

Project: Elysian Fields ISD High School, Middle School, Elementary School
Owner: Elysian Fields ISD
Architect: Douglas Consulting Group
Contract Amount: $613,740.00
Contact: Doug Shearer (214) 392-5413

Project: Pittsburg ISD Middle School
Owner: Pittsburg ISD
Architect: N/A
Contract Amount: $749,432.00
Contact: Kenneth Shelton (903) 466-1751

Project: Lamar County Courthouse
Owner: Lamar County
Architect: Garland Company
Contract Amount: $616,505.00
Contact: John Barnett (903) 249-2412

Project: John Tyler High School
Owner: Tyler ISD
Architect: Fitzpatrick
Contract Amount: $3,695,097.00
Contact: Kelly Norris (903) 752-0307

Project: Birdwell Elementary
Owner: Tyler ISD
Architect: PBK / Beam
Contract Amount: $351,302.00
Contact: Harold Stephens (817) 332-4333

Project: Quinlan Gym
Owner: Quinlan ISD
Consultant: The Douglas Consulting Group
Contract Amount: $242,031.00
Contact: Doug Shearer (214) 392-5413

Project: Eustace New High School
Owner: Eustace ISD
Architect: Claycomb Associates
Contract Amount: $891,983.00
Contact: Britt Patterson with BTC (682) 772-8548

Project: White Oak ISD Phase 1 2017 Bond
Owner: White Oak ISD
Architect: Huckabee, Inc.
Contract Amount: $1,896,083.00
Contact: Shane Johnson (903) 763-2918

Project: Lindale High School
Owner: Lindale ISD
Architect: Harris Craig Architects, Inc.
Contract Amount: $1,290,403.00
Contact: Matt Jackson (469) 998-9274

Project: Bonham High School
Owner: Bonham ISD
Architect: Stantec Architecture
Contract Amount: $1,500,732.25
Contact: Ricky Bell (903) 894-7768

Project: We Pack North Loop
Owner: Paris Logistics Center
Architect: Harrison, Walker & Harper 1887
Contract Amount: $1,801,145.00
Contact: Jordan Harper (903) 491-4158

Project: Grocery Supply Company Main Warehouse
Owner: Grocery Supply Company
Architect: N/A
Contract Amount: $1,076,272.00
Contact: Willie Brantley (903) 885-7621 x247

Project: The Center at Grande
Owner: Tyler Skilled Nursing Facility Real Estate
Architect: HL Architecture
Contract Amount: $256,012.00
Contact: Myles Ayers (512) 991-1161

Project: Mineola Primary/Middle School
Owner: Mineola I.S.D.
Architect: Eubanks Harris Roberts Craig Architects, Inc.
Contract Amount: $733,000.00
Contact: Kent Harris or Kevin Kurbow (903) 534-0995

Project: Muenster Middle School, Elementary School and Ag Building
Owner: Muenster I.S.D.
Architect: W.C. Ferrell, Jr. – P.O. Box 738 – Commerce, TX 75429
Contract Amount: $761,000.00
Contact: Charlie Price (972) 471-0222

Project: Chapel Hill High School and Middle School Re-Roof
Owner: Chapel Hill Independent School District
Architect: Eubanks Harris Roberts Craig – 6350 New Copeland Rd in Tyler, TX
Contract Amount: $1,300,000.00
Contact: Kent Harris or Kevin Kurbow (903) 534-0995

Project: Armed Forces Reserve Center
Owner: Red River Army Depot
Architect: SHW Group
Contract Amount: $782,000.00
Contact: Jason Roy (903) 832-7096

Project: Hudson Pep Elementary School
Owner: Longview Independent School District
Architect: Huckabee – 4521 South Hulen, Ste 220 –Fort Worth, TX
Contract Amount: $925,000.00
Contact: Melynda Hensley with WRL General Contractors (903) 894-7768

Project: Ned E Williams Elementary School
Owner: Longview Independent School District
Architect: Huckabee – 4521 South Hulen, Ste 220 –Fort Worth, TX
Contract Amount: $925,000.00
Contact: Melynda Hensley with WRL General Contractors (903) 894-7768

Project: Pleasant Grove Intermediate School
Owner: Texarkana ISD
Architect: Thacker – Davis – 1100 Judson Road, Ste 620- Longview, TX
Contract Amount: $800,000.00
Contact: Jason Roy with Altech, Inc (903) 832-7096

Project: New Three Lakes Middle School
Owner: Tyler ISD
Architect: PBK
Contract Amount: $930,000.00
Contact: Scottie at Jackson Construction (903) 372-3898

Project: PISD Bond Package
Owner: PISD
Architect: NR 2 Architects, Inc.
Contract Amount: $922,000.00
Contact: Charlie Price (972) 471-0222

Project: Tyler Junior College Nurses & Science Building
Owner: Tyler Junior College
Architect: Smithgroup JJR
Contract Amount: $776,000.00
Contact: Tommy at HGR (903) 574-2508

Section 5 PROPOSAL

Proposal for CIP Contract to The City of Tyler, Texas

Date of Bid: 9/23/25

The undersigned, as bidder, in compliance with **CITY'S *Notice To Bidders*** for construction of:

City of Tyler Bid Number: 25-080
Project Name: Senior Citizen Center Roof Coating Restoration

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 December 15,2025,

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:

Four Thousand Five Hindred Dollars

and Cents

$4,500

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	X	Received	9/18/25
ADDENDUM NO. 2	X	Received	9/18/25
ADDENDUM NO. 3	X	Received	9/18/25
ADDENDUM NO. 4	X	Received	9/18/25
ADDENDUM NO. 5		Received	

Thermal Protection Services LLC
Bidder

Signature

Collie Webb
Printed Name

Manager
Title

1327 County Road 133
Street Address
Hallettsville, TX 77964
City, State, Zip

361 798 1670
Telephone Number

9/22/25
Date

BASE BID:

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
No. 1	400	S.F.	400 sq.ft. of existing roof system included in base bid cost for add additional quantity/sq.ft. Seven thousand seventy three Dollars Cents	$17.68	$7,073
No. 2		Ln.ft.	5% Contingency Six thousand ninety two Dollars twenty Cents	$	$6,092.20
No. 3			Alternate to clean the existing French drain system Three thousand five hundred seventy five Dollars Cents	$	$3,575
			 Dollars Cents	$	$
			 Dollars Cents	$	$
			 Dollars Cents	$	$
			 Dollars Cents	$	$
			 Dollars Cents	$	$
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$

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 twenty seven thousand nine hundred thirty six Dollars
and twenty Cents

$127,936.20

ADD ALTERNATES TOTAL

Three thousand five hundred seventy five Dollars
and Cents

$3,575.00

BASE BID TOTAL + ADD ALTERNATIVES = TOTAL BID

One hundred thirty one five hundred eleven Dollars
and twenty Cents

$131,511.20

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:	$20,540
Value of All Other Charges:	$107,396.20
*Total:	$127,936.20

* This statement may be submitted with ***Proposal*** and the total must agree with the **total bid** figure shown in the Bid Summary section above.

BID BOND

BOND #73757608

KNOW ALL MEN BY THESE PRESENTS, that we Thermal Protection Services, LLC, 1327 CR 133, Hallettsville, TX 77964

as Principal, hereinafter called the Principal, and Western Surety Company
CNA Plaza, Chicago, Illinois 60685

a corporation duly organized under the laws of the State of Texas as Surety, hereinafter called the Surety, are held and firmly bound unto City of Tyler, 304 North Border, Tyler, TX 75702

as Obligee, hereinafter called the Obligee, in the sum of five percent of bid amount

Dollars ($ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Senior Center Roof Restoration Project

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 23rd day of September, 19 X 2025

Thermal Protection Services, LLC

(Principal) (Seal)

(Witness)

Managing Member

(Title)

Western Surety Company

Sally Lorden (Surety) (Seal)

(Witness)

Sally Lorden

Attorney-in-Fact

(Title)

Printed in cooperation with the American Institute of Architects (AIA) by the CNA Insurance Companies.

The language in this document conforms exactly to the language used in AIA Document A310 - Bid Bond - February 1970 Edition.

G-108041-A

CNA
For All the Commitments You Make®

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David Harold Pope Jr, Sally Lorden, Tom Hewitt, Lanie Hay, Individually

of Seguin, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 30th day of June, 2025.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 30th day of June, 2025, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT NOTARY PUBLIC SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day of .

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

CONFIDENTIAL APPLICATION FOR CONTRACTOR PRE-APPROVAL FOR PUBLIC UTILITY, STREET AND DRAINAGE CONSTRUCTION

I. INSTRUCTIONS

1. All Contractors wishing to construct public improvements within the City of Tyler must complete this Qualification Statement in full. Contractors may either submit this Qualification Statement to be considered for approval for the annual Approved Contractors List, or they may submit this Qualification Statement to be considered for approval on a one-time only, project-specific basis.
2. If a project is a Joint Venture, both Contractors must complete the qualification form.
3. The Contractor is to ensure that all pages of the Qualification Statement are complete and that all supporting documentation, as required, is attached and submitted for review.
4. Allow up to ninety (90) days for review and processing of applications.
5. If, after review, the Qualification Statement is rejected in whole or in part, the Contractor may resubmit additional information for reconsideration by the City of Tyler.
6. Please check the box indicating the desired type of approval:
   - ☐ I am submitting this Qualification Statement to be considered for the annual Approved Contractors List.
   - ☒ I am submitting this Qualification Statement to be considered on a one-time only basis for the following project:

     _____

   For the Annual Approved Contractors List Only:

   Upon approval, the Contractor shall be approved for specific types of work with specified dollar values until notified in writing that either: 1) the Contractor must re-apply or 2) the Contractor has been removed from the Approved Contractors List. Contractors stay on the Approved Contractors List until the end of each fiscal year, September 30th. Contractors must submit updated qualification statements including an updated surety letter by July 1st of each year to remain on the Approved Contractors List.

   For Project-Specific Approvals Only:

   Upon approval, the Contractor shall be approved for specific types of work with specified dollar values for a specific project only and for any follow-up work related to that project that may be required during the one-year warranty period.

7. Qualification statements and financial documentation may be submitted for review to Engineering Services:

By Mail:	**By Email:**
City of Tyler Attn: Engineering Services PO Box 2039 Tyler, TX 75710	Engineering Services approvedcontractorslist@tylertexas.com

II. GENERAL INFORMATION

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture

Firm Name: Thermal Protection Services LLC

Contact Name: Collie Webb

Mailing Address, if Different:

Physical Address: 1327 county road 133

Mailing Address: PO Box 246

City, State, Zip: Hallettsville,TX 77964

City, State, Zip: Hallettsville, TX 77964

Principal Place of Business: Lavaca (County) Texas (State)

Phone: 361 798 1670

Email: cwebb@thermalprotectionserv.com

If Partnership or Joint Venture:

Partner or JV Firm Name: _____

Contact Name: _____

Mailing Address, if Different:

Physical Address: _____

Mailing Address: _____

City, State, Zip: _____

City, State, Zip: _____

Principal Place of Business: _____ (County) _____ (State)

Phone: _____

Email: _____

If Corporation:

State of Incorporation: _____

Location of Principal Office: _____

Contact Persons at Office: _____

Person Executing Contracts on Behalf of Corporation:

Name: _____

Address: _____

Title: _____

City, State: _____

Phone: _____

Zip Code: _____

Name(s) of Officers (if applicable):

Please indicate the following type(s) of work you wish to be considered for and the number of years in business as a General Contractor performing that type work:

Wish to Perform	*Type of Work*	*Years of Experience*	*Wish to Perform*	*Type of Work*	*Years of Experience*
Paving:					
☐	Asphalt Paving		☐	Seal Coating	
☐	Concrete Paving				
Drainage:					
☐	Box Culverts		☐	Inlets	
☐	Bridge Work		☐	Junction Boxes	
☐	Channel Lining		☐	Storm Sewer	
☐	HDPE Pipe (requires manufacturer's training certification)				
Utilities:					
☐	Water Systems (new construction)		☐	Water/Sewer Treatment Plants	
☐	Sewer System (new construction)		☐	Booster Pump Stations (water)	
☐	Raising/Lowering Appurtenances		☐	Lift Stations (sewer)	
☐	Minor Relocation of Pipe and Appurtenances (as required to avoid conflicts during street or drainage projects)				
Miscellaneous:					
☐	Demolition		☐	Striping	
☐	Earth Work		☐	Signal Work	
☐	Misc. Concrete		☒	Other: (describe below)	Roofing

III. COMPANY HISTORY

1. Greatest number of contracts in excess of $500,000.00 under construction at one time in Company's history: 2

2. Greatest number of contracts in excess of $1,000,000.00 under construction at one time in Company's history: 0

3. Approximate average dollar value of incomplete work under contract at any one time: 350,000

4. Provide, as an attachment, a list of projects completed within the past five (5) years with value in excess of $500,000 (if possible) demonstrating experience with the type of work for which you are requesting approval. For each project listed, provide at a minimum the following information:
   a. Project Name
   b. Project Owner
   c. Value of Work
   d. Year Completed
   e. Name and Phone Number of Contact Person / Reference
   f. Brief description of type(s) of work performed (should match type(s) of work requested for approval)

5. Provide, as an attachment, a list of projects currently in progress demonstrating experience with the type of work for which you are requesting approval. For each project listed, provide at a minimum the following information:
   a. Project Name
   b. Project Owner
   c. Value of Work
   d. Name and Phone Number of Contact Person / Reference
   e. Brief description of type(s) of work performed (should match type(s) of work requested for approval)

6. Has the company's management personnel changed in the last two (2) years?

☐ YES ☒ NO

If yes, please list names of staff and qualifications and/or experience of said persons

7. Have you or any present partner(s) or officer(s) failed to complete a contract?

☐ YES ☒ NO

If so, name of Owner and/or Surety:

Contact Person: _____ Phone: _____

8. Are there any unsatisfied demands upon your Company as to your Company's Accounts Payable?

☐ YES ☒ NO

If your answer is yes, give names, amounts, and explanations:

9. Bank Reference:

Bank: Peoples State Bank City: Hallettsville, Texas

Contact Person: Christine Segal Phone: 361 798 3237

10. Municipality Reference:

City: Hallettsville Phone: 361 798 3681

Contact Person: Grace Ward Position: city manager

11. Other Credit References:

Name: QXO

Address: San Marcos, TX Phone: 210 863 1471

Name: SIKA

Address: New York Phone: 214 433 7350

Name: Hallettsville Lumber

Address: Hallettsville TX Phone: 361 798 2151

12. Provide, as an attachment, a list of established supply sources for construction materials. Provide names, addresses and phone numbers of supply dealers serving the Contractor on a regular basis.

13. Provide, as an attachment, a list of major items of equipment owned by the Company. If particular types of equipment are leased for certain jobs, indicate the types of items that are leased and names of usual leasing agents.

14. Provide, as an attachment, the job qualifications and experience of key personnel. Also, indicate the average size of work force during the last two years.

15. State all addresses used by the Contractor in the past five years, if different than the one provided on page 2. Explain whether your location of operations would affect your ability to respond to problems encountered during the project and if it would affect the project completion (use attachments if necessary):

Pursuant to advertisement for bids and information for prospective bidders for aforementioned types of projects, I (we), the undersigned, am submitting the information as required with the understanding that the purpose is for your use, only to assist in determining the qualifications for this organization to perform the type and magnitude of work designated, and further, guarantee the truth and accuracy of all statements made, and will accept your determination of qualifications without prejudice. The surety herein named, any other bonding company, bank, sub-contractor, supplier, or any other person(s), firm(s), or corporations with whom I (we) have done business, or who have extended any credit to me (us) are hereby authorized to furnish you with any information you may request concerning performance on previous work and my (our) credit standing with any of them; and I (we) hereby release any and all such parties from any legal responsibility whatsoever on account of having furnished such information to you.

Signed: _____ Title: Manager

Company: Thermal Protection Services LLC Date: 9/19/2025

COPY TO LOCAL UNDERWRITING OFFICE OF PROPOSED SURETY:

Name: _____ Phone: _____

Address: _____ City/State: _____

IV. QUALIFICATION STATEMENT OF BIDDER'S SURETY

To be completed by Contractor's Surety:

Surety Name: Western Surety Company

Contractor Name: Thermal Protection Services, LLC

1. Has the surety furnished contract bonds for this contractor before?

   ☐ YES ☑ NO

2. Is the current financial information on this Contractor satisfactory?

   ☑ YES ☐ NO

3. Has contractor ever defaulted on contract bonds? ☐ YES ☑ NO

   If your answer is yes, give details:

4. Is it your opinion that the contractor has sufficient experience and financial resources to satisfactorily perform selected types of work? ☑ YES ☐ NO

5. Provided this Bidder does not assume other commitments or that you do not acquire further information that in your opinion will materially affect the Bidder's capacity to perform this contract, will you furnish the bonds as specified within contractors bonding limits? ☑ YES ☐ NO

6. Does your proposed Surety Bonding possess a certification as required by the State Board of Insurance to do business in the State of Texas? ☑ YES ☐ NO

Remarks:

Surety:	Western Surety Company
Signed:	Sally K Fosse
Title:	Attorney-In-Fact
Address:	101 S Reid St., Suite 300
City/State:	Sioux Falls, SD 57103
Phone No.:	800-331-6053
Fax No.:	

V. SAFETY PROGRAM

This information is not requested to regulate or oversee your safety program. It is used to evaluate the suitability of your company to perform contracts having a high safety risk probability, which could result in financial liability on the part of the City.

1. Does your company presently have a formal on-going safety program?

   ☒ YES ☐ NO

   Briefly describe program:

   Weekly safety meetings are held with each crew to follow accepted safety practices.

2. Does your safety program include regular safety meetings, accident investigations/cause and corrections, safety committee, employee training program?

   ☒ YES ☐ NO

   Comments:

3. Does your company comply with safety standards relating to hard hats and steel-toed shoes? ☒ YES ☐ NO

4. Has your company been cited by OSHA, EPA, TCEQ or any other regulatory agency within the last twelve (12) months? ☐ YES ☒ NO

Comments:

5. Has your company experienced a job related injury or death within the last twelve (12) months? ☐ YES ☒ NO

Comments:

6. Does your company have access to safety equipment for compliance with the Trench Safety regulations? ☐ YES ☒ NO

Comments:

not applicable

Signed: _____

Title: _____

Company: _____

Date: _____

VI. SURETY LETTER

In order to expedite and facilitate the prompt approval of your prequalification application, a surety letter prepared by a qualified bonding agency must accompany your submission. See Attachment 1 for example of format.

FAILURE TO PROVIDE ALL REQUESTED INFORMATION COULD RESULT IN THE RETURN OF YOUR APPLICATION.

Please note that any surety letter submitted to the City for the purposes of qualification must be prepared by a National Association of Surety Bond Producers (NASBP) member.

Attachment 1

Example of Surety Letter

Date

To Whom It May Concern

(CONTRACTOR NAME)

Gentlemen:

We have represented (CONTRACTOR NAME), for the surety bond needs for (QUANTITY) of years and consider them to be among our finest clients. We are pleased to set forth our relationship with this company for your consideration.

(CONTRACTOR NAME) has an excellent track record, an experienced management team, a strong financial position, and an effective organizational structure. (SURETY COMPANY) has provided surety bonds for individual projects with contract prices in excess of $___ million single project and $___ million aggregate.

We highly recommend this contractor to you for your construction needs. Should a contract be awarded and at the request of (CONTRACTOR NAME), we can arrange for 100% performance and payment bonds, subject to normal underwriting requirements by (SURETY COMPANY) such as, but not limited to review of the bond and contract forms.

Should you have any questions, please feel free to contact us.

Sincerely,

Attorney-In-Fact

Thermal Protection Services

PO Box 246
Hallettsville, Texas 77964
(361) 798-1670
Fax (361) 798-1672

City of Tyler Contractors Qualification Statement

III Company History

5. Projects in progress same scope.
    1. Renovate CE SQBldg Roof B358
       United States Air Force,97th Air Mobility Wing
       Value $445,813.00
       General Contractor -Topside Contracting-Jason Fernandez
       Jason.Fernandez@topsidecontracting.com 210 438 1030
       Description- Installing silicone coating on roof system 1,000 squares

    2. Circle Y Solar Project
       Kaspar Wireworks
       Value $408,457
       General Contractor-Spear Commercial -Joe Schmitz
       Joe,schmitz@spearcommercial.com 512 423 7519

    3. MDACC Roof Maintenance
       University of Texas MD Anderson Cancer Center
       Value $675,000
       Owner Representative – Jimmy Johnson
       JRJohnson@mdanderson.org 713 563 4645

12. Contractor Suppliers
    1. QXO – Roofing Supply- Tom Mott 210 863 1471
    2. SIKA Tim Bush – 214 433 7350
    3. Kemper – Jason Davis – 325 716 3295

13. Equipment
    We own multiple units of all equipment required for this project.

14. Key Personnel
    All Superintendents have 20 plus years experience in our field plus many certifications. Average size of work force is 20-30 depending on number of projects in progress.

Purchasing Department
Bid "As Read Results"

City of Tyler Bid No. / Description / Managing Department: 25-080 Senior Center Roof Restoration / Facility Services, G. Smith

Date Opened: September 23, 2025

	Vendor	Vendor	Vendor	Vendor	Vendor
	CR Systems Inc. Aggie land Roofing	S+S roofing, Inc.	Advanced roofing + sheet metal	Thermal Protection Services	
Unit Cost					
Total					
Bid Bond	✓	✓	✓	✓	
Addenda	#1, 2, 3, 4	#1, 2, 3, 4	#1, 2, 3, 4	#1, 2, 3, 4	
Base Bid	76,209.00	133,454.00	87,546.00	127,936.20	
Alternate 1	12,236.70	9,173.00	2,600	3,575.00	
Alternate 2					
Alternate 3					
Alternate 4					
Base Bid + Alternates	88,445.70	142,627.00	90,146.00	131,511.20	

Purchasing Personnel in attendance:

Purchasing Manager

Signature: _____

Purchasing Agent

Signature: _____

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

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-5

Date: October 22, 2025

Subject: Request that the City Council consider authorizing the City Manager to purchase two commercial frontload trucks from East Texas Mack through TIPS Contract 230802 for a total purchase price of $351,820.

Item Reference:

Solid Waste Commercial budgets for commercial truck replacement on a regular schedule usually every three years. After meeting with Vehicle Services, Solid Waste would like to purchase two Mack trucks as listed below through the TIPS purchasing cooperative Contract # 230802. This purchase helps to keep the commercial fleet age
low, reduce truck downtime, and reduce maintenance cost.

* Two Mack Terrapro TE64R trucks with McNeilus frontload bodies for $369,180 each less $193,310 trade in value for each of the three-year-old trade in trucks unit 22755 and 22761. This comes to a total purchase cost of $351,820 including the inspection fee of $80 for these two new frontload trucks.

The funds to purchase these replacement trucks come from the Solid Waste Capital Fund.

East Texas Mack agrees to rent frontload trucks to the City of Tyler for $4,000 per month or less, if needed.

RECOMMENDATION:

Recommend that the City Council consider authorizing the City Manager to purchase two commercial frontload trucks from East Texas Mack through TIPS Contract 230802 for a total purchase price of $351,820.

Attachments:
CITY OF TYLER 2026 FEL WITH TRADE 21755 22761
CITY OF TYLER FY2026 MCNEILUS FEL

Drafted/Recommended By:
Department Leader Leroy Sparrow/ Solid Waste Director

Edited/Submitted By:
City Manager

EAST TEXAS MACK SALES, LLC
2934 HIGHWAY 31 N
P.O. BOX 2867
LONGVIEW, TEXAS 75606
800-441-8505

DATE: November 1, 2025
CUSTOMER NAME: CITY OF TYLER, TEXAS
ADDRESS: 410 W. OAKWOOD
CITY/STATE/ZIP: TYLER, TX. 75702
CONTACT: LEROY SPARROW
SALESMAN: RHETT RIEKEN

INVOICE NUMBER

DESCRIPTION			AMOUNT
YEAR/MODEL	2026 MACK TERRAPRO TE64R	$	369,180.00
VIN	1M2TE2GC9TM014532		
DESCRIPTION	MOUNTED WITH MCNEILUS 40 YD ATLANTIC FEL		
YEAR/MODEL	2026 MACK TERRAPRO TE64R	$	369,180.00
VIN	1M2TE2GC0TM014533		
DESCRIPTION	MOUNTED WITH MCNEILUS 40 YD ATLANTIC FEL		

36 MO RESIDUALS ARE 65% OF SELLING PRICE
36 MO ESTIMATED VALUE $ 239,967 / EACH
36 MO COST TO OPERATE $ 43,071 / YEARLY
36 MO MONTHLY COST $3,589 / MONTH

TIPS CONTRACT #230802

FEDERAL EXCISE TAX		
SUBTOTAL		738,360.00
EXTENDED WARRANTY		
DELIVERY		
MISC. CREDIT		
EMISSIONS FEE		
STATE SALES TAX		
LICENSE & REGISTRATION		
TITLE FEE/INSPECTION		
DOT INSPECTION		80.00
DOCUMENTARY FEE		
DEALER INVENTORY TAX		
FINANCE DOCUMENTARY FEE		
TOTAL PRICE		738,440.00
DEPOSIT ON ORDER		
ALLOWANCE ON TRADE-IN:		
YEAR/MODEL	2022 MACK TE64 WITH HEIL FEL	
VIN	1M2TE2GC2NM008140 & 1M2TE2GC3NM008146	
DESCRIPTION	FRONT LOADER WITH HEIL BODY	
TRADE-IN ALLOWANCE	386,620.00	
BALANCE OWED ON TRADE-IN		
NET ALLOWANCE ON TRADE-IN	386,620.00	$ 386,620.00
	TRADES ARE 193,310 EACH-65% OF SELLING PRICE	
	FINAL PRICE	***351,820.00***
TOTAL PRICE WITH TRADES FIGURED IN		**$ 351,820.00**

LIEN HOLDER:

GUARDDOG CONNECT INFORMATION:
CITY OF TYLER
STAN STOFFREGEN
410 W. OAKWOOD
TYLER, TX. 75702
903-531-1321
SSTOFFREGEN@TYLERTEXAS.COM

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO THE CLOSING OF A SALE.

MR. LEROY SPARROW

C.C. STAN STOFFREGEN

P.O. BOX 2039 414 N. BOIS D'ARC

TYLER, TEXAS 75710 TYLER, TEXAS 75702

PH: 903-531-1388 (SOLID WASTE)

FAX: 903-531-1397

DATE: 9-1-2025

ESTIMATED VALUE OF 2026 MACK TE64 DIESEL WITH MCNEILUS FRONT LOADER

VINS: TBD

PLEASE REVIEW:

2026 MACK TERRAPRO TE64R	$ 195,800 EACH
MCNEILUS 40YD ATLANTIC FEL	$ 173,380 EACH
ORIGINAL SELLING PRICE	$ 369,180 EACH
(36) MONTH "EST. VALUE" PRICE:65%	$ 239,967 / EACH
(36) MONTH COST TO OPERATE	$ 43,071/ PER YEAR
(36) MONTH MONTHLY COST TO OPERATE	$ 3,589 / MONTH

THE PRICE QUOTED IS OFFERED THROUGH TIPS CONTRACT 230802

CHANGES IN BODY QUOTES OBTAINED BY CUSTOMER CAN AFFECT FINAL DELIVERED PRICE

(COST DOES NOT INCLUDE MAINTENANCE, FUEL, ETC.)

CONDITIONS OF UNIT TO MEET ESTIMATED VALUE:

1. TRUCKS AND BODIES MUST BE FULLY OPERATIONAL WITH NO MORE THAN $250.00 IN BODY DAMAGE.
2. TIRES & BRAKES MUST HAVE GREATER THAN 50% TREAD ON ALL TIRES WITH MATCHING TREAD.
3. TRUCKS MUST HAVE NO BROKEN GLASS.
4. ALL FACTORY INSTALLED EQUIPMENT MUST REMAIN ON THE TRUCK AT "TRADE-BACK" TIME (I.E. RADIO, AIR CONDITIONING, DRIVING LIGHTS, ETC.)
5. TRUCKS MUST HAVE CURRENT D.O.T. INSPECTION OR STATE INSPECTION.
6. CITY OF TYLER, TEXAS MUST GIVE EAST TEXAS MACK SALES, L.L.C. THE FIRST OPTION OF QUOTING NEW CHASSIS TO REPLACE THOSE BEING PURCHASED FROM THE CITY, ASSUMING EAST TEXAS MACK SALES, L.L.C. IS AWARDED THE TIPS BID FOR THAT YEAR.
7. EAST TEXAS SALES, L.L.C. WILL AGREE TO RENT UNITS BACK TO THE CITY OF TYLER, TEXAS FOR $4000.00/MONTH OR LESS, IN THE CASE THAT CITY OF TYLER HAS A NEED TO CONTINUE RENTING ADDITIONAL UNITS. THE CITY OF TYLER, TEXAS IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE RENTAL TRUCK, INCLUDING, BUT NOT LIMITED TO, INSURANCE, FUEL, MAINTENANCE, DAMAGE DONE TO THE TRUCK.
8. MAINTENANCE ITEMS SUCH AS TRUNNIONS, TRUNNION BUSHINGS, SPRING PADS, SPRINGS, FRONT SHOCKS, FRONT SPRINGS, AND ALL ITEMS LISTED AS MAINTENANCE ITEMS IN THE MAINTENANCE HANDBOOK WILL BE IN WORKING ORDER.

PLEASE UNDERSTAND THE ABOVE PRICES DO NOT CONSTITUTE A "GUARANTEED BUYBACK", BUT IS AN ESTIMATED VALUE OF THIS UNIT AFTER 36 MONTHS OF OPERATION.

THANK YOU FOR THE PAST BUSINESS YOU HAVE GIVEN TO EAST TEXAS MACK SALES, L.L.C. AND IF WE CAN HELP YOU WITH FUTURE BUSINESS, PLEASE DO NOT HESITATE TO CALL.

RHETT RIEKEN

903-390-2685

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-6

Date: October 22, 2025

Subject: Request that the City Council consider ratifying staff action, authorization and execution for Amendment No.1 to Halff Associates, Inc. Work Order No. 1 in an amount not to exceed $18,065.00 to provide additional services for the 2022 Highway Safety Improvement Projects.

Item Reference: **City Council Agenda Item 9/13/2023, R-1; 10/11/2023, C-A-9**

In 2023 funds in the amount of $190,000.00 were approved for Halff Associates, Inc. to provide engineering design services for three Highway Safety Improvement Projects (HSIP). Those projects were as follows:

* FM 756/Paluxy Drive & Shiloh Road Traffic Signal & Pedestrian Facilities (CSJ 0492-04-045)
* US 69/S Broadway Avenue &Amherst Drive Traffic Signal & Pedestrian Facilities (CSJ 0191-01-096)
* US 271/SH 155 & Loop 323 Extension Traffic Signal & Pedestrian Facilities (CSJ 0165-01-109)

The designs were completed, and the Texas Department of Transportation (TxDOT) bid the projects and TxDOT is currently overseeing the construction of the project. During construction, utility conflicts were identified out in the pavement between existing Tyler Water Utilities' (TWU) water lines and proposed traffic signal conduit bores. Due to recent issues with other underground contractors hitting and damaging water lines, TWU is requiring the depths of the water lines to be identified prior to allowing this contractor to complete the conduit bores. There is additional cost to complete these locates due to the water lines being under pavement which is more than what was identified within the scope of work for the contractor, as approved by TxDOT.

The same contractor is working on another project within the City of Tyler, under TxDOT's supervision, to provide vehicle detection upgrades to eleven intersections which the City of Tyler operates. This design of this project is overseen by TxDOT with funding coming from the federal Carbon Reduction Program associated with the Infrastructure Investment and Jobs Act. Several of these intersections also have utility conflicts between TWU water lines which are under the pavement and proposed conduit bore paths.

Halff Associates has provided a scope of work to provide potholing services to locate the depths of the existing water lines along the proposed conduit bore paths. These potholing services will only occur in City maintained streets. TxDOT is not allowing potholing activities within streets which they maintain.

The estimated cost to provide potholing services which includes identifying locations, coring the pavement, hydrovac out roadway material, backing filling with a flowable fill, re-instating the pavement cores, and providing traffic control for up to 10 potholes is $48,065.00. These services will be on an hourly/time and expense basis not to exceed. The original design contract with Halff Associates, Inc. had two tasks totaling $30,000.00, for ROW Acquisition and Subsurface Utility Engineering, which have not been utilized. The unused funds will be re-allocated to the potholing services requiring an additional services increase of $18,065.00 ($48,065.00-$30,000.00 = $18,065.00). A summary of the entire project design costs are as follows:

Task Cost
Original Design Contract $190,000.00
Amendment No 1. - Additional Services $18,065.00
Total Costs $208,065.00

The Half-Cent Sales Tax Board authorized funds on October 14, 2025.

Fund Source: Half-Cent Sales Tax Fund

RECOMMENDATION:

It is requested that the City Council ratify staff action authorizing and execution of Amendment No.1 to Halff Associates, Inc. Work Order No. 1 in an amount not to exceed $18,065.00 to provide additional services for the 2022 Highway Safety Improvement Projects.

Attachments:
Additional Services Confirmation

Drafted/Recommended By:
Department Leader Cameron L. Williams, PE, PTOE, PTP - Traffic Engineer

Edited/Submitted By:
City Manager

ADDITIONAL SERVICES CONFIRMATION
AND CHANGE ORDER

PURSUANT TO THE STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
***CITY OF TYLER, TEXAS* ("CLIENT") AND HALFF ASSOCIATES, INC. ("HALFF")**
DATED 10/23/2023

In accordance Article III Section h. of the Standard Form of Agreement for Professional Services by and between Halff and the Client referenced above (the "Agreement"), Client and Halff hereby mutually agree upon the terms set forth in this Additional Services Confirmation and Change Order (the "Change Order'). To the extent this Change Order conflicts with the Agreement, the Agreement shall control.

Project Information:

Project Name: 2022 Highway Safety Improvement Program – Traffic Signal Projects

Project Number (AVO): 55903.001

Additional Services:

Description of Additional Services to be performed by Halff:

WORK PLAN

I. UTILITY LOCATING (QUALITY LEVEL A) (QL-A)

Description	Quantity	Authorized Rate	Unit	Estimated Cost
Designating 1-Man Crew	20	$125.00	hour	$2,500.00
Potholing 2-Man Crew	50	$350.00	hour	$17,500.00
QC Manager	2	$315.00	hour	$630.00
Project Manager	5	$255.00	hour	$1,275.00
SUE Manager	8	$165.00	hour	$1,320.00
SUE Field Manager	10	$135.00	hour	$1,350.00
RPLS	1	$190.00	hour	$190.00
SUE/Survey Coordinator	4	$135.00	hour	$540.00
Survey Tech	1	$110.00	hour	$110.00
CADD Tech	10	$115.00	hour	$1,150.00
Survey Crew 2-Man	10	$200.00	hour	$2,000.00
			Subtotal:	$28,565.00

II. MISCELLANEOUS

Task	Quantity	Authorized Rate	Unit	Estimated Cost
Lodging/Hotel	10	$110.00	night	$1,100.00
Lodging/Hotel Taxes/Fees	10	$45.00	night	$450.00

Per-Diem/Meals	10	$68.00	day	$680.00
Mileage	600	$0.70	mile	$420.00
Vac Truck Mobilization/Demobilization	200	$5.50	mile	$1,100.00
Certified Traffic Control (Provided by Others)	5	$1,750.00	day	$8,750.00
Concrete Coring	10	$400.00	each	$4,000.00
Backfill	10	$300.00	each	$3,000.00

Subtotal: $19,500.00

Remaining on Base Contract $30,000.00

TOTAL ADDITIONAL SERVICES **$18,065.00**

*This estimate is based on currently available knowledge of field conditions and could increase based on actual conditions

Assumptions underlying the Description of Additional Services to be performed by Halff:

Max Depth of 3'
Traffic Control at every location
All locations must be backfilled with sand/flowfill mix
Holes do not need to be left open for inspectors and can be backfilled immediately upon completion of documentation
Deliverable is signed and sealed test holes
Assume all test hole are within some form of pavement and can have drilled cores reinstated.
Assume no more than 30 minutes each location to layout test hole

Description of work **EXCLUDED** from the Additional Services:

Additional Deliverables:

Additional Services Fee:

Type: ☐ Lump Sum $_____

☒ Houry Rate $ _____/hour

Schedule of Performance for Additional Services:

Start Date: 10/6/2025
End Date: 10/24/2025
Other Time Related Commitments and Details:

Upon full execution of this Change Order by Client and Halff, Halff shall commence performance of the Additional Services described herein in accordance with the terms and conditions of the Agreement.

Halff Associates, Inc.	***CITY OF TYLER, TEXAS***
	Cameron L. Williams
Signed by an **Authorized Representative**	Signed by an **Authorized Representative**
Print Name:	Print Name: Cameron Williams
Title:	Title: Traffic Engineer
Date Signed:	Date Signed: 10/3/2025

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-7

Date: October 22, 2025

Subject: Request that the City Council consider authorizing the City Manager to approve the purchase of an exhaust system to expel diesel fumes from the heavy shop from McMillan James Equipment Co. Buyboard Contract # 720-23 for $87,680.00.

Item Reference:

In FY25, Vehicle Services added a climate control system to the shop to better control the shop temperatures, making it safer for our employees to complete their daily tasks. Shortly after the project was completed, Vehicle Services was made aware that the exhaust system in place was no longer operational and would need to be replaced. The first shop to be completed would be the heavyside shop. The total cost will be $87,680.00. As funding is available, the lightside shop will be the second to be completed $91,675.00 and last will be the two preventative maintenance bays $88,990.00. Funding for this project is available from 640-0662-642-0801.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to approve the purchase of an exhaust system to expel diesel fumes from the heavy shop from McMillan James Equipment Co. Buyboard Contract # 720-23 for $87,680.00.

Attachments:
MJEC_City of Tyler Fleet Service Vehicle Exhaust Systems_10.6.25 - Diesel Bay Only ACs

Drafted/Recommended By:
Department Leader Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

McMillan James Equipment Co.
1044 Texan Trail
Grapevine, TX 76051
Phone: 817-912-0800 Fax: 817-912-0888

QUOTATION

To: **DEBORA SCHRECK**

Project:	City of Tyler Vehicle Services – Diesel Bay				
Location:	Tyler, TX				
Bid Date:	10/6/2025	***Plan Date:***		***Addendum:***	
Project:	09192025	***Plan #:***			
Engineer:		***Proposal:***		***Revision:***	01

We are pleased to propose the following equipment for your consideration on the above referenced project.

NEDERMAN VEHICLE EXHAUST SYSTEMS

Proposal includes:

- Material for thorough vehicle exhaust systems
- Duct packages
- Required exhaust accessories
- Installation by Nederman

Diesel Bay - (3) Extraction systems w/ boom extensions

- Boom extensions
- Duct exhaust kit
- Extraction arm & hose
- Lifting sleeve and clamp
- Exhaust fan – voltage to be determined
- Fan manual starter
- **Leadtime: 17wk**

TOTAL DELIVERED MATERIAL PRICE (NOT INCLUDING TAXES)	**$46,500.00**
INSTALLATION OF MATERIAL (NOT INCLUDING TAXES)	**$25,080.00**

***MJEC BuyBoard Number: #720-23**

Main Office French doors – (2) 72” wide air curtains

BERNER AIR CURTAINS

Office double doors

2 Low profile ambient air curtains – 72” width, 84” mounting height, continuous operation

- 240V/1ph power supply
- Aluminized steel cover / standard white factory finish
- Horizontal mounted
- No heat
- Unit-mounted Control
- Transformer

- Control package
- **Leadtime: 4-6wk**

TOTAL DELIVERED PRICE (NOT INCLUDING TAXES)	**$7,250.00**
INSTALLATION OF MATERIAL (NOT INCLUDING TAXES)	**$8,850.00**

***MJEC BuyBoard Number: #720-23**

Thank you for considering MJEC for the above referenced project. This proposal is valid for 30 days. Due to the current volatility in the global logistics infrastructure, lead times are subject to change without notice. We will do our best to accommodate the project schedule but cannot be held liable for delays to shipments outside our control.

Regards,

Joe Florer
McMillan James Equipment Company

Terms and Conditions of Sale

Acceptance and Prices -- This proposal is subject to acceptance within thirty days from date, and the prices are subject to change without notice prior to acceptance by Buyer. Following acceptance by Buyer, the prices stated will be increased by the percentage increase in list prices from those effective on the date of order receipt to those effective on date of shipment unless prices are stated to be firm on the face of this proposal and the conditions of the firm price proposal for release for immediate production and shipment are met. Any delay in shipment caused by Buyer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay. In no event will prices be decreased.

Acceptance of orders for MCMILLAN JAMES EQUIPMENT COMPANY (the Company) shall be made by the Company or by manufacturers the Company represents.

Performance -- The Company shall be obligated to furnish only the goods described in the Company submittal data (if such data is issued in connection with this order) and as described on the reverse side hereof.

The duty to perform under any order on the part of the Company and the price thereof is subject to the approval of its Credit Department and is also contingent upon strikes, accidents, fires, the inability to procure materials from the usual sources of supply, the requirements of the United States Government (through the use of priorities or preference or in any other manner) that the Company diverts either the material or the furnished product to the direct or indirect benefit of the Government, or upon any like or unlike cause beyond the control of the Company. Upon disapproval of the Credit Department or upon the occurrence of any such event as aforesaid, the Company may delay performance or, as its option, re-negotiate prices and terms and conditions of sale with the Buyer. If the Company elects to renegotiate and the Company and the Buyer are unable to agree on revised prices or terms, the order shall be canceled without any liability.

Taxes -- To the prices and terms quoted add any manufacturer's gross receipts, sales, or use tax, either Federal, State, or Local payable on the transaction under any applicable statute.

Warranty and Liability -- The Manufacturer (or Manufacturers) warrants for a period of 12 months from date of shipment, that the Company products covered by this order (1) are free from defects in materials and workmanship and (2) have the capacities and ratings set forth in the Company's catalogs and bulletins: provided, that no warranty are limited to furnishing f.o.b. factory or warehouse at Company designated shipping point, freight allowed to Buyer's city (or port of export for shipments outside the conterminous United States) replacement equipment (or at the option of the Company parts therefore) for all Company products not conforming to this warranty and which have been returned to the manufacturer. The Company shall not be obligated to pay for the cost of lost refrigerant.

No liability whatever shall attach to the Company until said products have been paid for and then said liability shall be limited to the purchase price of the equipment shown to be defective. The Company will consider backcharges only if they are approved by the Company before any work relating to them commences. Backcharges will not be considered without prior approval.

The Company makes certain further warranty protection available on an optional extra-cost basis. Any further warranty must be in writing, signed by an officer of the Company.

This warranty and liability set forth herein are in lieu of all other warranties and liabilities, whether in contract or in negligence, express or implied, in law or in fact, including implied warranties of merchantability and fitness for particular use. In no event shall the Company be liable for any incidental or consequential damages.

Shipment Dates -- Shipment dates are estimated only. No contract will be made to ship in a specified time unless in writing, signed by an officer of the Company. Shipments shall be f.o.b. factory or warehouse at named shipping point with title passing to the Buyer upon delivery to the carrier by the Company.

Returns -- Goods must not be returned except by permission of the Company, and when so returned will be subject to discount.

Cancellation -- If, following acceptance of this proposal by the Buyer, all or any portion of this order is canceled by the Buyer without default on the part of the Company or without the Company's written consent, the Buyer shall be liable to the Company for cancellation charges including, but not limited to, the Company's incurred costs and such profit as would have been realized by the Company from the transaction had the agreement not been breached by the Buyer.

Payment -- Payment terms for goods shipped there under will be Net 30 days unless contrary terms appear on the face hereof or unless otherwise expressly agreed to in writing by the Company. The Company will in no case accept retention of funds by the Buyer, whether it is being held pending owners acceptance or for any other reason. The Company reserves the right to add to any account outstanding for more than 30 days a service charge of 1 1/2% of the principal amount due at the end of each month, or the maximum allowed legal interest rate, if a lesser amount. In the event of a lawsuit, 33 1/3% of the invoice amount will be added to the invoice for all legal expenses incurred.

Acceptance of Proposal: The above prices and Specifications are satisfactory and hereby accepted. Payment will be made as outlined above.

X *Print Name*: _____

X *Signature*: _____

Date: _____

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-8

Date: October 22, 2025

Subject: Request that the City Council consider authorizing the City Manager to renew Enviro-Care Lawn service to maintain the Oakwood Complex lawn maintenance.

Item Reference:

On October 10, 2023, sealed bids for bid 23-091 were opened to provide lawn maintenance for the City of Tyler Oakwood Complex. Enviro-Care was the only vendor that responded to the bid. The contract will be a one-year contract with two (2) one-year renewals, if agreed upon by both parties. The monthly maintenance fee is $365. This is the final renewal of this contract.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to renew Enviro-Care Lawn service to maintain the Oakwood Complex lawn maintenance.

Attachments:
bid 23-091 form 3-39 data spec sheet annual LAWN MAINTENANCE

Drafted/Recommended By:
Department Leader Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

PRICE, DATA, AND SPECIFICATION SHEET

Annual price agreement for Wrecker Service

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

Telephone: (903) 531-1232

DATE: 09/20/2023

BID # 23-091

CLOSING TIME: 2:00 pm

CLOSING DATE: 10/10/2023

PROPOSERS MUST COMPLETE THIS SECTION

ITEM NO.	QUANTITY	DESCRIPTION	BRAND	UNIT PRICE	TOTAL NET PRICE
1		Annual price agreement to provide lawn maintenance service for the City of Tyler Oakwood Complex. To include all parking lot areas at oakwood complex, Story Wright building lot, house by story wright building , upper parking lot north of complex, lower parking south of railroad tracks and auction lot, grass area between railroad track and buildings from north bois d arc to bonner street. Special projects as needed.			
			TOTAL:		

CITY OF TYLER
SPECIFICATIONS FOR ANNUAL PRICE AGREEMENTS
FOR LAWN MAINTENANCE

SCOPE:

The purpose of this specification is to establish annual price *Agreement*s with private partners for LAWN MAINTENANCE / SERVICE the City of Tyler OAKWOOD COMPLEX.

There are no guaranteed dollar amounts and/or no guaranteed vehicle repair or parts quantities. This partnership will still allow the City to utilize vendors through the First-Choice Cooperative vendors that have already bid accordingly.

QUALIFICATION OF BIDDER:

Bids will be considered only from bidders who have been established in the business for THREE (3) or more years of expertise in area of bid made. If requested, bidders must provide references to provide proof of THREE (3) or more years of business.

PRICE AGREEMENT PERIOD AND RENEWAL OPTION:

The price *Agreement*s shall be for a term of one (1) year, beginning upon the date of City Council approval. The City and contractor may, upon mutual consent, extend this price *Agreement* for two (2), one (1) year periods, upon written request of the contractor, presented not later than forty-five (45) days prior to the expiration of the price *Agreement*. The rates can be adjusted at the time of renewal, upward or downward, in a percentage not to exceed the effective change in the Consumer Price Index for the previous twelve (12) month period. If agreement cannot be reached, the price *Agreement* is terminated at the end of the current period and the next lowest original bidder will be contacted in accordance with their original bid.

CANCELLATION:

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

PRICING:

The prices quoted shall be firm for the entire term of the price *Agreement*.

VENDOR INVOICING:

1. Invoicing must be accomplished on an individual vehicle repair basis.
2. Invoices must be itemized by individual vehicle work orders and shall specify the City **vehicle unit number and the City PO number issued.**
3. Invoices must be prepared and submitted to the following email addresses:
   Deb Schreck – dschreck@tylertexas.com
   Stan Stoffregen – sstoffregen@tylertexas.com
   Or mailed to: Vehicle Services
   City of Tyler
   410 W. Oakwood
   Tyler, TX 75702

PRE-BID MEETING:

Pre-Bid meeting will be held by appointment only, at the Vehicle Services Department. Appointment can be made by email to dschreck@tylertexas.com or sstoffregen@tylertexas.com or by calling 903-531-1323. Pre bid meeting is not mandatory.

INSURANCE REQUIREMENTS FOR WORK PERFORMED ON CITY OF TYLER PROPERTY:

Any Vendor that performs work on City of Tyler property shall obtain, at vendor's expense, the minimum insurance coverage as set forth below:

Insurance against liability for personal and bodily injury and property damage in the amount of $1,000,000 for each individual and $2,000,000 in the aggregate (liability) and $500,000 (property).

WORKERS' COMPENSATION REQUIREMENTS FOR WORK PERFORMED ON CITY OF TYLER PROPERTY:

Any Vendor that performs work on City of Tyler property shall obtain, at its expense, at the minimum Workers' Compensation coverage as set forth below:

Workers' Compensation insurance that covers all of its employees employed upon the premises. The Vendor shall agree to comply at all times with the provisions of the State of Texas Workers' Compensation laws and Employee's Liability Insurance with minimum limits of $100,000.

SUBMITTAL REQUIREMENTS:

All bids must be received on or before 10/10/2023 by 2:00p.m. Central Time. Any bids that are received after the deadline will not be considered.

Bids need to be sealed and the envelope must be addressed as listed below:

BID #:	23-091
Description:	Annual Price Agreement for Services
Closing Date:	10/10/2023
Bidder's Name:	

Proposals need to be delivered or mailed to:

CITY OF TYLER
Purchasing Department
304 NORTH BORDER
Tyler, Texas 75702

CERTIFICATE OF INTERESTED PARTIES:

The successful bidder will be required to file Form 1295 electronically on the Texas Ethics Commission website.

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.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-9

Date: October 22, 2025

Subject: Request that the City Council consider authorizing the purchase of Personal Protective Equipment (PPE) and station wear in the cumulative amount not to exceed $338,940.00 from Metro Fire Apparatus Specialist, Inc., CASCO Industries, Inc., MES, Inc., and Galls, Inc., in compliance with Texas Government Code Section 271.102. Such purchases are being made through Board Cooperative Purchasing Contracts for the Tyler Fire Department, FY 25-26.

Item Reference:

Turnout gear from Fire-Dex, as well as other essential PPE items, including NOMEX station wear, gloves, helmets, boots, and hoods, are necessary to carry out daily duties and protect our firefighters from thermal, carcinogenic, nuclear, biological, chemical, bloodborne, and airborne pathogen exposures that are ever-present in day-to-day operations.

The department has identified the following vendors, all Board Cooperative Purchasing Contracts members, as outlined in Texas Government Code Chapter 271.102.
These vendors have consistently provided high-quality equipment and services that meet the Tyler Fire Department's needs and requirements.
1. Metro Fire Apparatus Specialist, Inc.
2. CASCO Industries, Inc.
3. Galls, Inc.
4. MES, Inc.
Financial Impact

The total amount requested for PPE purchases is $338,940.00, which will be allocated to:
Funding for these purchases has been allocated to the Tyler Fire Department's FY 25-26 operating budget account #101-0320-422-03.04.

RECOMMENDATION:

It is recommended that the City Council approve the authorization to purchase personal protective equipment (PPE) and station wear in an amount not to exceed $338,940.00 from Metro Fire Apparatus Specialist, Inc., CASCO Industries, Inc., MES, Inc., and Galls, Inc., in compliance with Texas Government Code Chapter 271.102. Such purchases are being made through Board Cooperative Purchasing Contracts for the Tyler Fire Department, FY25-26.

Attachments:
Purchase of Bunker Gear 25-26.docx

Drafted/Recommended By:
Department Leader Patricia Robinson

Edited/Submitted By:
City Manager

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number:

Date: **October 9, 2025**

Subject: **Request that the City Council consider authorizing the purchase of Personal Protective Equipment (PPE) and station wear in the cumulative amount not to exceed $338,940.00 from Metro Fire Apparatus Specialist, Inc., CASCO Industries, Inc., MES, Inc., and Galls, Inc., in compliance with Texas Government Code Section 271.102. Such purchases are being made through Board Cooperative Purchasing Contracts for the Tyler Fire Department, FY 25-26.**

Page: **1 of 2**

Item Reference: **Uniforms and Personal Protective Equipment (PPE); Texas Government Code Chapter 271**

Turnout gear from Fire-Dex, as well as other essential PPE items, including NOMEX station wear, gloves, helmets, boots, and hoods, are necessary to carry out daily duties and protect our firefighters from thermal, carcinogenic, nuclear, biological, chemical, bloodborne, and airborne pathogen exposures that are ever-present in day-to-day operations.

The department has identified the following vendors, all Board Cooperative Purchasing Contracts members, as outlined in Texas Government Code Chapter 271.102.

These vendors have consistently provided high-quality equipment and services that meet the Tyler Fire Department's needs and requirements.

1. **Metro Fire Apparatus Specialist, Inc.**
2. **CASCO Industries, Inc.**
3. **Galls, Inc.**
4. **MES, Inc.**

Financial Impact

The total amount requested for PPE purchases is $338,940.00, which will be allocated to:

Funding for these purchases has been allocated to the Tyler Fire Department's FY 25-26 operating budget account #101-0320-422-03.04.

RECOMMENDATION:

It is recommended that the City Council approve the authorization to purchase personal protective equipment (PPE) and station wear in an amount not to exceed $338,940.00 from Metro Fire Apparatus Specialist, Inc., CASCO Industries, Inc., MES, Inc., and Galls, Inc., in compliance with Texas Government Code Chapter 271.102. Such purchases are being made through Board Cooperative Purchasing Contracts for the Tyler Fire Department, FY25-26.

ATTACHMENTS:

Drafted/Recommended By:
Department Leader

David Coble, Fire Chief

Edited/Submitted By:
City Manager

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-10

Date: October 22, 2025

Subject: Request that the City Council consider authorizing the City Manager to ratify the Final Reconciliatory contract change order to B-C Company, Inc., for the Federal Aviation Administration FAA Grant 55 - Airfield Electrical Vault Replacement project, increasing $48,280.00 to $1,508,985.96, at Tyler Pounds Regional Airport.

Item Reference:

The Airfield Lighting Vault project was approved on August 14, 2024. B-C Company was awarded the bid contract for $1,459,431.00. This Final Reconciliatory contract change order request will increase the contract by $48,280.00 for additional electrical cabling due to field conditions, fencing, and sidewalk to accommodate building location revision during construction, Airport Lighting Control & Monitoring System (ALCMS) reprogramming, and asbestos testing of the existing building required by the City of Tyler, approved June 25, 2025, for $1,274.96.
The adjusted contract price will be $1,508,985.96.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to ratify the Final Reconciliatory contract change order to B-C Company, Inc., for the Federal Aviation Administration FAA Grant 55 - Airfield Electrical Vault Replacement project, increasing $48,280.00 to $1,508,985.96, at Tyler Pounds Regional Airport.

Attachments:
Grant 55 Vault Replacement Final Reconciliatory Change Order # 2

Drafted/Recommended By:
Department Leader Steve Thompson, Airport Director

Edited/Submitted By:
City Manager

KSA ENGINEERS, INC. 8866 Synergy Dr McKinney, TX 75070 CONTRACT CHANGE ORDER	Date: August 8, 2025 KSA Project No.: 102169 Location: Tyler Pounds Regional Airport
To (Contractor) B-C Company, Inc. P.O. Box 136729 Fort Worth, TX 76136	Job Description: Airfield Vault Replacement Project Change Order No. 2 - Final Reconciliatory Total Contract Price: Original $1,459,431.00 CO1 $1,274.96 CO2 (RCO) $48,280.00 TOTAL $1,508,985.96

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No. (1)	Description of changes – quantities, units, Unit price, change in completion schedule, etc. (2)	Decrease in Contract price (3)	Increase in Contract price (4)
Item CO 2.01 is required to reconcile the final as-constructed quantities.			
C0 2.01	Reconcile final as-constructed quantities to those shown under the "Quantity Completed to Date" column on pay estimate 8 dated August 8, 2025.		$48,280.00
	Change in contract price due to this Field Order:	$0.00	$48,280.00
	Total Decrease	$0.00	
	Total Increase		$48,280.00
	Difference between Columns (3) and (4)		$48,280.00
	Net (increase) (~~decrease~~) (~~unchanged~~) in contract price		$48,280.00

The sum of $48,280.00 is hereby (~~unchanged~~) (added to) (~~deducted from~~) the total contract price, and the total adjusted contract price to date thereby is $1,508,985.96.

The time provided for completion in the contract is (unchanged) (~~increased~~) (~~decreased~~) by 0 calendar days for a new total time provided for completion of 300 calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Recommended by (Engineer)	J.A. McKizzie KSA Engineers, Inc.	9/18/2025 Date
Accepted by (Contractor)	Keith Bartholomew B-C Company, Inc.	9/19/25 Date
Approved by (Owner)	C Broussard City of Tyler Approved: Steve M. Kline	10/03/25 Date

Rec 09.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-11

Date: October 22, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute a new lease for a 20-year period from October 1, 2025, through September 30, 2045, for a Fixed Base Operator Lease for Johnson Aviation, Inc., at Tyler Pounds Regional Airport.

Item Reference:

On April 16, 1986, the City of Tyler previously entered an original Fixed Base Operator Lease with Johnson Aviation, Inc. The Lease provided for two (2) five-year renewal options upon the expiration of the initial 20-year lease term and option terms at rates to be negotiated. On March 23, 2000, this lease was amended to include two additional 5-year renewal options.
The Lessee desires to execute the Fixed Base Operator Lease for a twenty-year period from October 1, 2025, through September 30, 2045, with one 5-year renewal option at the current rates as set forth in the Ordinance adopted by City Council on August 13, 2025. The annual lease is $21,433.19.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute a new lease for a 20-year period from October 1, 2025, through September 30, 2045, for a Fixed Base Operator Lease for Johnson Aviation, Inc., at Tyler Pounds Regional Airport.

Attachments:
Johnson Aviation Inc, FBO Lease 2025

Drafted/Recommended By:
Department Leader Steve Thompson, Airport Director

Edited/Submitted By:
City Manager

TYLER POUNDS REGIONAL

The State of Texas
County of Smith

I N D E X

Fixed Base Operator Lease

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FOR QUESTIONS CALL:
Airport Manager, Stephen Thompson, (903) 531-9825

THE STATE OF TEXAS §
§ **CORPORATE HANGAR/FIXED BASE OPERATOR LEASE**
COUNTY OF SMITH §

THIS LEASE is made between the CITY OF TYLER, TEXAS, a political subdivision of the State of Texas (hereinafter “City"), and JOHNSON AVIATION, INC. (hereinafter "Lessee").

W I T N E S S E T H :

WHEREAS, City owns and operates the Tyler Pounds Regional Airport, located in Smith County, State of Texas, (hereinafter "Airport"); and

WHEREAS, on April 16, 1986, the City of Tyler previously entered into a Fixed Based Operator Lease with JOHNSON AVIATION, INC., for a term of April 1, 1986, through October 31, 2005; and

WHEREAS, on July 3, 1996, the Tyler City Council adopted an ordinance revising airport rates and fees; and

WHEREAS, on March 10, 1997, said FBO Lease was amended to reflect revised airport rates and fees, revised measurements and legal descriptions of leased tracts, and revised insurance requirements; and

WHEREAS, on March 23, 2000, said FBO Lease, as amended, was again amended to provide two (2) additional five-year renewal options, for a total of four (4) five-year renewal options; and

WHEREAS, on December 13, 2005, the Tyler City Council adopted an ordinance revising airport rates and fees; and

WHEREAS Lessee desired to exercise its first option to renew the FBO Lease, as amended, for the five-year period from October 1, 2005, through September 30, 2010; and

WHEREAS, on May 1, 2006, the FBO Lease, as amended, was renewed for the five-year period from October 1, 2005, through September 30, 2010, and was again amended to reflect revised airport rates and fees, and revised measurements and legal descriptions of leased tracts; and

WHEREAS, Lessee desired to exercise its second option to renew the FBO Lease, as amended, for the five-year period from October 1, 2010, through September 30, 2015; and

WHEREAS, Lessee desired to exercise its third option to renew the FBO Lease, as amended, for the five-year period from October 1, 2015, through September 30, 2020; and

WHEREAS, on September 25, 2019, the Tyler City Council adopted an ordinance revising airport rates and fees; and

WHEREAS, Lessee desired to exercise its fourth option to renew the FBO Lease, as amended, for the five-year period from October 1, 2020, through September 30, 2025; and

WHEREAS, Article 1, Section E, Page 6 of the Lease provides that the Lessee shall provide the Airport Manager with such documents as will ensure that the Lender’s duties and rights are provided therein; and

WHEREAS, the City has certain airport space available for lease to Lessee; and

WHEREAS, Lessee desires to initiate a new lease for land for uses described herein; and

WHEREAS, Lessee has indicated a willingness and ability to keep, maintain and improve said leased space in accordance with City standards, if granted a lease of sufficient term on said premises; and

WHEREAS, this Lease shall supercede and replace all previous leases and amendments between Airport and Lessee

NOW, THEREFORE, for and in consideration of the mutual agreements, the parties agree as follows:

ARTICLE I - PREMISES AND PRIVILEGES

A. **DESCRIPTION OF PREMISES.** For and in consideration of the term(s), conditions and covenants of this Lease to be performed by Lessee, all of which Lessee accepts, City hereby leases to Lessee the premises as shown on the attached Exhibits A and B.

Lessee accepts the premises in their present condition subject to and including all defects, and Lessee will, without expense to City, 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.

B. **ACCESS.** Upon paying the rental hereunder and performing the requirements of this Lease, Lessee shall have the right of access to and from said premises over such roadway(s), as may be designed for that purpose and the right of access to and from the landing area for airplanes over taxiways and aircraft parking ramps provided by City. Said roadway(s), aircraft parking ramps and taxiways shall be used jointly with other Airport tenants, but not for the conduct of business on another Lessee's premises and Lessee shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as the City Council deems necessary.

C. **OBJECTS AND PURPOSE OF LEASE**. Lessee is hereby granted the right and privilege to use the leased area only for **aviation related activities**, being those provided by a Fixed Based Operator.

Lessee shall have the following privileges, uses, and rights, all of which shall be subject to the terms set forth:

1. Ability to build hangars for private, corporate or public use, or to house aircraft under contract for management, sale, or lease to Lessee. (Lessee shall provide Airport Manager with a description of and identification numbers of all aircraft.) The maintenance and servicing of these aircraft, which right shall include overhauling, rebuilding, repairing, inspection, storage and licensing of same and the purchase and sale of aircraft, parts, equipment, and accessories therefor. (These activities are subject to such noise ordinances the City now has or may adopt in the future.)

2. The operation and sale of air taxi and sightseeing services.

3. The operation of schools for the instruction of the general public in flying, navigation, aerial

survey, or photography.

4. The operation of non-scheduled and charter air transportation of passengers.

5. Rental of Hangar Space for Aircraft Storage.

6. The sale of aircraft fuels, lubricants, and propellants, and shall include the right to use vehicles necessary for the servicing of aircraft, within the leased area and at such other areas at Lessee's election that may be designated by the Airport Manager as available to all fixed base operators.

Lessee shall not use the premises for any purposes other than those authorized herein without the prior written consent of City:

It is understood and agreed that nothing herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958, [49 USCA §1349 (a)] or successor statute.

D. **CITY'S RESERVED RIGHTS.**

1. **Development.** City, at its sole discretion, reserves the right to further develop or improve the aircraft operating area of the airport as it sees fit and to take action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Lessee from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of City, would limit the usefulness of the Airport or constitute a hazard to aircraft. City reserves the right to develop easements through the leased premises for access to the airfield area. It is understood and agreed that this Lease is made subject and subordinate to the City's right to develop easements as set forth in this section and in Article II. Section M.3

2. **Oil, Gas, Mineral Interests.** It is understood and agreed that this Lease is made subject and subordinate to the terms of any oil, gas, and other mineral interest; leases; or right-of-way easements of any nature which may have been executed heretofore.

   If third persons owning or claiming any interest in minerals, in, under, or upon the premises, cause a permanent or temporary disruption of Lessee's operations upon the premises, Lessee expressly agrees not to sue City, nor City's agents, for any loss to Lessee caused by such event. Said disruption of possession is a risk which Lessee expressly assumes herein.

   City agrees that (1) if it should, as a mineral owner under the premises, develop the Airport area, or a portion thereof, for oil, gas or other mineral purposes, no well will be drilled or other operations conducted on the leased premises, and (2) in the event it should hereafter execute an oil, gas or other mineral lease in favor of a third party covering the Airport area,

or a portion thereof, it will cause such lease to contain a provision that the Lessee therein will not conduct any of its drilling or other operations on the land covered by this Lease, or in a manner which would unreasonably interfere with Lessee's use and enjoyment of the premises.

3. **Other Contracts**. This Lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation or maintenance of the airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to City of federal funds for the development of the Airport. In the event this lease is subordinated due to the City's election to receive federal funds and that action results in reduction of Lessee's revenue producing activities, City and Lessee shall negotiate reasonable compensation to Lessee for such reduction.

4. **Other Leases**. Nothing herein contained shall limit City with respect to granting of leases to other aviation tenants under more restrictive terms as herein set forth or to granting of leases for non-commercial aviation or non-aviation purposes at terms different from those set forth herein.

5. City reserves the right, with ninety (90) days' written notice, to repossess portions of the leased area and to lease to others for hangar development should the lessee fail to utilize the leased area to its fullest potential for its own hangar development as shown in the Airport Master plan. Lessee's rental rate will be reduced for the amount of land repossessed.

6. City agrees not to enter into any agreement with any other similar Lessee with respect to the Airport containing more favorable terms than this Lease or to grant to any other air transport operator rights, privileges, or concessions with respect to the said Airport unless the same terms are made available to Lessee.

E. **PROHIBITED USES.** Lessee shall not use or permit the use of any part of the premises in any other manner than set out in Article I, Section C of this Lease. Some specific activities prohibited are as follows:

1. Auto rental service

2. Food sales (except the sale of confections and refreshments prepared and packaged off the leased premises through either coin-operated vending machines or over-the-counter or in the waiting area, and other foods prepared and packaged off the leased premises for food trays for private or charter flights) at the leased premises.

3. Sales of alcoholic beverages at the leased premises, except with City approval.

4. Sales or advertisement of non-aviation products.

5. Any use prohibited by law.

6. Storage of old cars, buses, trucks or other vehicles causing unattractive or unsafe conditions.

7. Residential use, incompatible land use or private airparks.

8. Storage for non-aviation purposes.

F. **MANDATORY CONSTRUCTION.** Lessee agrees to commence construction of the improvements described within this section within 150 days of starting date of this Lease. Generally, such improvements shall include a hangar having no less than 10,000 square feet of usable hangar space. Proposed hangars that are less than 10,000 square feet are subject to prior approval by both the Airport Advisory Board and City Council. The term "usable hangar space" means the floor area under roof and available to house aircraft and does not include office space, lounge area, or storage space. Lessee agrees to complete all improvements within 365 days of the above date, except that a longer period of time may be granted by Airport Manager upon a showing by Lessee that progress has been delayed because of reasons beyond the control of Lessee. If Lessee fails to commence construction within 150 days of the date above stated or if Lessee fails to complete construction within 365 days of the date stated or within such additional period of time as granted by Airport Manager, this Lease shall become null and void.

G. **IMPROVEMENTS ON LEASED PREMISES.** No material improvement on the leased premises shall be made or installed by Lessee without the prior consent of the Airport Manager, which consent will not be arbitrarily withheld. Lessee agrees that prior to the installation or construction of any such building, fixture, structure, addition, or improvement, it shall submit the general plan, location design and character thereof to the Airport Manager for approval, and that all construction will be in conformity with such plans and specifications. Approval of Lessee's plans by City shall not constitute a representation or warranty as to such conformity. Responsibility for such conformity shall at all times remain in Lessee.

Lessee understands that all development shall conform to Airport Master Plan Guidelines and other City of Tyler Codes, Ordinances, Rules, and Regulations then in existence as approved by City Council. Intentional failure to conform to approved plans and as scheduled shall be cause for termination of this Lease upon failure to conform within thirty (30) days of City's written notice to Lessee of its failure to conform.

Title to all improvements constructed or installed by Lessee on the leased premises shall throughout the term of this Lease remain in Lessee. However, if Lessee owes any payments to City upon expiration or termination of this Lease, then the provisions of Article VI shall govern.

Upon expiration or termination of this Lease, City shall have the first option to purchase buildings and improvements for a fair market value as determined by a mutually agreeable Independent Appraiser selected by the City and paid for by the Lessee at that time, or to request in writing that Lessee return the leased premises clear of all buildings and improvements above ground level constructed by Lessee. Request for said removals shall be delivered in writing by the Airport Manager at least thirty (30) days prior to the termination or expiration of this Lease and shall be effective only for improvements constructed by Lessee. If City requires such removal, Lessee may have one hundred eighty (180) days after expiration or termination in which to have said improvements removed and the premises cleared of said improvements, provided that such continued occupancy for purposes of removal only shall relieve Lessee from rental obligations hereunder during such period of time. If Lessee makes any use of the premises other than for removal, then rental obligations herein shall continue during that time. If City does not purchase the improvements and does not request that such improvements be removed but does lease such improvements to another Lessee, Lessee shall be compensated for the use of such improvements at a mutually agreeable fee or Lessees may, in the alternative, sell such improvements to such other Lessee.

H. **MORTGAGE OF LEASEHOLD INTEREST.** Lessee shall have the right subject to City Manager approval to place a first mortgage lien upon its leasehold. Any approved lender shall notify City of all action taken by it in the event payments on such loans shall become delinquent. Lender shall also notify Airport Manager, in

writing, of any change in the identity or address of the Lender.

ARTICLE II - OBLIGATIONS OF LESSEE

A. **NET LEASE; MAINTENANCE AND OPERATION. The use and occupancy of the leased premises by Lessee will be without cost or expense to City.** It shall be the sole responsibility of Lessee to construct, maintain, repair and operate the entirety of the leased premises and any improvements and facilities constructed thereon at Lessee's sole cost and expense except as specifically set forth in this article.

Lessee shall maintain the leased premises at all times in a safe, neat and attractive condition and shall not permit the accumulation of any trash or debris on the premises. Lessee shall repair all damage to said premises caused by its employees, patrons, or its operation thereon. Lessee shall maintain and repair all buildings, pavements, equipment, and improvements; and shall repaint the buildings as necessary. Storage of vehicles, trailers, and R.V.s is prohibited.

City reserves the right to make periodic inspection of leased premises and improvements and equipment therein during normal business hours.

City, in its reasonable discretion, shall be the sole judge of the quality of maintenance which shall uniformly apply to all airport tenants; upon written notice by City to Lessee, Lessee shall be required to perform whatever reasonable maintenance the City deems necessary. If said maintenance is not undertaken by Lessee within ten (10) days after receipt of written notice, City shall have the right to enter upon the leased premises and perform the necessary maintenance, the cost of which shall be borne by Lessee.

Lessee agrees to install and maintain within any building, parking and tie-down, and fuel storage areas, on or hereafter placed on the leased premises, such fire equipment and fire extinguishers as may be reasonably designated or requested by the Fire Marshal or in accordance with applicable safety standards.

B. **ALTERATIONS TO AND CONDITION OF PREMISES.** ***Any change in exterior paint colors shall be subject to the prior approval of the Airport Manager.*** Lessee agrees **not** to construct, install, remove and/or materially modify any of the buildings or premises leased hereunder without prior written approval of the Airport Manager subject to the conditions considered by City to be necessary.

Lessee shall not remove or demolish, in whole or in part, any improvements upon the premises without the prior written consent of City, which may, at its discretion, condition such consent upon the obligation of Lessee to replace the same by an improvement specified in such consent.

Lessee further agrees that upon the expiration of the term of this Lease or sooner cancellation thereof, said premises will be delivered to City in good condition, reasonable wear and tear excepted, subject to the provisions of Article VI, hereof.

C. **TRASH, GARBAGE, LANDSCAPING.** Lessee shall provide a complete and proper arrangement of the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse caused as a result of the operation of its business. Lessee shall provide and use approved receptacles for all such garbage, trash and other refuse at its own expense. Piling of boxes, cartons, barrels or other similar items in an unattractive or unsafe manner, on or about the leased premises, is prohibited.

Lessee shall be responsible for maintaining suitably attractive yard-appearance, as follows: Lessee shall be

responsible for grounds keeping and shall screen any outside storage or work areas by the use of an opaque fence or other suitable opaque barrier so that such storage or work areas shall be hidden from public view from the street.

Lessee will landscape the entire leased premises according to City specifications (either now in existence or when adopted in the future) when requested to do so by City. Lessee is specifically responsible for mowing (and to ensure that weed or grass growth is never allowed in excess of that allowed by Tyler City Code Chapter 18, Article III and FAA Regulations) and removal of weeds from around fences and buildings for the area as shown on the attached Exhibit A. Lessee is encouraged to provide additional landscaping beyond the minimum required by City to assist in enhancing Airport appearance.

D. **FUEL STORAGE/OPERATIONS.** Lessee shall maintain and keep in good repair all fuel storage tanks used by Lessee on Airport premises and shall conduct all fueling operations in such a manner so as to prevent leakage. Lessee shall comply with all applicable federal, state and local environmental laws and regulations, and further agrees that it shall be solely responsible for clean-up of any leakage occurring from fuel storage tanks or fueling operations.

Lessee shall submit to an environmental audit within two months from lease renewal to demonstrate that neither the fuel tanks nor the fuel handling procedures have resulted in contamination of the Airport property, ground water beneath the surface of the property or contamination of property adjoining the Airport. The Lessee shall provide full documentation of licensing or registration of the fuel tanks with any governmental agency and certification that the tanks and facilities comply with applicable regulations. If the documentation does not show compliance, the Lessee shall employ engineers or other qualified experts to investigate compliance with all applicable regulations and apply for necessary permits, certifications or registrations.

E. **SIGNS.** The installation and operation of identifying signs on the leased premises, the general type, number, design and method of installation and removal and location of such signs is subject to the approval of the Airport Manager, such approval not to be arbitrarily withheld.

F. **UTILITIES.** Lessee shall assume and pay for all costs or charges for utility services furnished to Lessee during the term hereof; provided, however, that Lessee shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and Lessee shall pay for any and all service charges incurred therefore. All septic systems will be installed and maintained in accordance with all state and local codes or requirements.

G. **FIELD USE CHARGES.** Nothing herein shall be deemed to relieve Lessee and its tenants, sublessees, patrons, invitees, and others from field landing fees, nor its guests from fuel flowage fees, as are levied by the City.

H. **WORK STOPPAGES.** In the event of a strike or work stoppage by employees of Lessee, Lessee will continue to pay, during the entire period of any such strike or work stoppage, the rentals due in this Lease.

I. **PAYMENTS DUE.** Lessee agrees that no payments owed by Lessee of any nature whatsoever to City, including payment in advance for service charges, such as garbage collection, or any other sums of any character whatsoever, shall become delinquent or in arrears.

J. **COMPLIANCE WITH RULES.** Lessee will comply with any and all federal or state laws, federal and state regulations, applicable City ordinances, City rules and regulations, all regulations made by the Airport Manager and approved by the City Council, and all applicable rules and regulations of the Northeast Public Health District.

K. **NONDISCRIMINATION/FEDERALLY REQUIRED ASSURANCES.** Lessee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby agree that "as a covenant running with the land" (1) no person on the grounds of race, color, sex, creed, national origin, or handicapped status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, or in the construction of any improvements on, or under such land, or the furnishing of services thereof, and (2) that Lessee shall use the premises in compliance with and conduct its operations in accordance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, or Section 504 of the Rehabilitation Act of 1973 (23 USC 794) and 49 CFR Part 27 and as said regulations may be amended, and that Lessee will comply with such enforcement procedures as the United States might demand that City take.,

L. **FAA AND OTHER APPROVAL OF USE.** Lessee agrees to secure approval from the Federal Aviation Administration concerning the height and location of all buildings or improvements or modifications thereof which may be constructed or installed on the leased premises and to satisfy any applicable environment or other requirements of federal, state, and local authorities as to noise, smoke, fumes emissions, or other hazards or potential hazards or other offensive sues, if any, which may occur as a result of Lessee's operations on the premises.

M. **NON-INTERFERENCE WITH OPERATION OF AIRPORT/EASEMENTS.**

1. Lessee, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the premises in any manner which might interfere with the operations of aircraft at Airport or otherwise constitute a hazard. If Lessee violates this, City reserves the right to enter upon the premises and remove the interference at the expense of the Lessee.

2. City shall maintain and keep in good repair the landing area of the Airport and shall have the right to direct and control all activities of the Lessee in this regard.

3. Easements. City retains the use and enjoyment of all utility and other easements located on, in, or about the hereinabove described premises. City shall retain the right to take, without compensation to Lessee, any additional easements as are necessary on the herein above described premises for installation or maintenance of utilities, service roads or Airport operational systems whether they be to supply service to the Lessee hereunder or other Airport lessees, and for access to the airfield area, provided that such additional easements will not substantially interfere with Lessee's use of the premises.

4. City shall retain an easement over, above, and on the premises in relation to aircraft noise and the utilization of the airspace for the purposes of the operation of said Airport.

N. **LESSEE AUTHORITY.** The officers of the Lessee which execute this lease represent and promise that they are duly authorized by corporate resolution or other appropriate authorization to execute same on behalf of Lessee.

ARTICLE III - TERM

This Lease shall be for a period of about twenty (20) years from October 01, 2025, through September 30, 2045.

Lessee shall have an option to renew this Lease for one (1), five-year period upon the expiration of the initial lease term at rates to be negotiated.

Lessee's election to exercise an option shall be set forth in writing to the Airport Manager no later than six (6) months before the expiration of the primary term of this Lease or option period. **The lessee's failure to supply a written request voids any renewal options.**

It is specifically agreed that Lessee's option to extend the original term of this Lease shall be subject to a finding and determination by the City Council, subsequent to the receipt of the exercise of said option to renew by Lessee, as follows:

1. That the operations of Lessee upon the premises have not resulted in a disruption of normal Airport aviation activities; and that,

2. The continued use of said premises by Lessee will be consistent with the normal functioning of the Airport for the extended term.

If Lessee continues to occupy the premises beyond the term of the leased period or any extension thereof, such holding over shall not constitute a renewal of this Lease but shall be a day-to-day tenancy only, which may be terminated at any time by City.

ARTICLE IV - RENTALS

A. **GROUND RENTAL.** Lessee shall pay to the City for the leased tracts as follows:

Tract 1 86,755.74 S.F. x 0.100/S.F. = $ 8,675.57 annually - $ 722.96/month

Tract 2 36,352.73 S.F. x 0.075/S.F. = $ 2,726.45 annually - $227.20/month

Tract 3 70,267.18 S.F. x 0.075/S.F. = $ 5,270.04 annually - $439.17/month

Tract 4 47,611.25 S.F. x 0.100/S.F. = $ 4,761.13 annually - $396.76/month

Total monthly ground rental = $21,433.19 annually - $1,786.10/per month

This payment shall be made in advance on or before the tenth of each month for which it is due. Since this fee is set herein, it shall not be necessary for the City to bill the Lessee, although the City may choose to do so. All payments are to be made at:

Tyler Pounds Regional Airport
700 Skyway Blvd., Suite 201
Tyler, TX 75704

Or such other place City may direct Lessee, in writing.

B. **FUEL FLOWAGE FEE.** Nothing herein shall be deemed to relieve Lessee and others from regional use charges or fuel flowage fees, whenever applicable, and the fuel flowage fee of .08 cents per gallon as provided herein is specifically levied.

The fuel flowage fee shall be levied upon all fuel delivered to anyone at the Airport for each gallon of fuel or propellant (including aviation gasoline and kerosene base type fuels) shown on Lessee supplier's delivery tickets less 1% for shrinkage.

A fuel flowage report is required, on a form provided by the Airport, and will be due on or before the fourth (4th) working day of each month for the preceding month. The fuel flowage payment is due on or before the tenth (10th) working day of each month. Lessee agrees to allow City access to books and records of fuel purchases at any time during normal business hours upon reasonable notice for verification of fuel flowage fees tendered to City.

C. **DELINQUENT RENTALS.** There shall be added to all sums due City and unpaid, an interest charge on the unpaid balance of one and one-half percent (1 ½%) per month, if payment is not received by the tenth day of the month for which payment is due. (Example: A delinquent fee will be added to January's rent if January rental is not received by the tenth day of January.) No interest shall be charged upon that portion of any debt which, in good faith, is in dispute.

D. **FUTURE FEES.** Upon City Council approval and two (2) months written notice, City may decrease or increase the rates as set provided that they shall not exceed the rates then being charged at similar-sized airports in the United States at comparable facilities. Should such rates increase, Lessee may choose to either comply with the increase or cancel this lease with no penalty.

ARTICLE V - INSURANCE AND INDEMNITY BY LESSEE

A. **TYPE AND AMOUNT.** Lessee shall provide and maintain, at its own expense, the following types and amounts of insurance, during the term of this Lease:

	TYPE	AMOUNT
1.	Comprehensive General (Public) Liability - to include (but not limited to) the following: a. Premises/operations b. Independent contractors c. Personal injury liability/ contractual liability (insuring indemnity provision within this contract) AND, where the exposure exists, coverage for: d. Products/Completed operations e. Explosion, Collapse and Underground Property Damage	$1,000,000 Combined Single Limit Bodily Injury and Property Damage each occurrence / $2,000,000 aggregate

2.	Worker's Compensation and Employer's Liability (where required by state law)	Statutory $500,000 per occurrence
3.	Hangar Keepers Liability Insurance	$1,000,000 per aircraft / $1,000,000 per occurrence
4.	Property Damage Insurance - physical damage coverage for the perils of Fire and Extended Coverage on the improvements and betterment to the leased property	Coverage for a minimum of Eighty (80%) per cent of the actual cash value of property

The preceding amounts notwithstanding, the City Council reserves the right to increase the minimum required insurance to be effective thirty (30) days after notice is sent to the address provided herein. If the City exercises the right to increase minimum insurance amounts, Lessee may choose to either comply with the increase or cancel this lease with no penalty.

The procuring of such policy of insurance shall not be construed to be a limitation upon Lessee's liability or as a full performance on its part of the indemnification provisions of the Contract. Lessee's obligations to the City are, notwithstanding said policy of insurance, for the full and total amount of any damage, injury or loss as provided under the terms of the lease.

B. **OTHER INSURANCE REQUIREMENTS.** ***Prior to the lease effective date***, Lessee shall furnish to Airport Manager certificates or copies of the policies, plainly and clearly evidencing required insurance, and thereafter new certificates ***prior to the expiration date of any prior certificate.*** Lessee understands that it is its sole responsibility to provide this necessary information and that failure to timely comply with the requirements of this article shall be a cause for termination of this Lease, under the provisions of the termination clause.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's Office for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Lease for the City as additional insured shall be primary insurance and not contributing with any other insurance available to City, under any third party liability policy.

Lessee further agrees that with respect to the above required insurance, the City shall:

1. Be named as additional insured/or an insured, as its interest may appear; and
2. Be provided with a waiver of subrogation; and
3. Be provided with 30 days' advance notice, in writing, of cancellation or material change.

If either requirement #1 or #2 requires the payment of an additional premium by the Lessee, the Lessee may present such information to the City Council for reconsideration. The City will not be responsible for any of the Lessee's insurance costs.

C. **INDEMNITY.** It is agreed for all purposes hereunder, Lessee is and shall be an independent contractor and shall not, with respect to their acts or omissions, be deemed an agent or employee of City.

Lessee agrees to indemnify, hold harmless and defend City, City's officers, agents and employees, from and against all liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons

(including death), property damage (including loss of use), and expenses, including court costs and attorney's fees and other reasonable costs occasioned by the Lessee's occupancy or use of the premises and/or activities conducted in connection with or incidental to this lease and arising out of or resulting from the intentional acts or negligence of Lessee, Lessee's officers, agents or employees, including all such causes of action based on common, constitutional, or statutory law, or based upon the negligent or intentional acts or omissions of Lessee, Lessee's officers, agents, employees, or visitors.

Lessee further agrees that it shall at all times exercise reasonable precautions for the safety of its officers, agents, employees, customers, and visitors, as well as their property, while in or on the premises. It is expressly understood and agreed that City shall not be liable or responsible for the negligence of Lessee, Lessee's agents, servants, employees, customers, and visitors. Provided, however, nothing herein shall be construed to create a duty owed by Lessee to third persons where no such duty exists by law.

Further, City assumes no responsibility or liability for harm, injury, or any damaging events which are directly or indirectly attributable to premises defects in improvements constructed by Lessee which may now exist or which may hereafter arise upon the premises, any and all such defects being expressly waived by Lessee. Lessee understands and agrees that this indemnity provision shall apply to any and all claims, suits, demands, and/or actions based upon or arising from any such premise defects or conditions, including but not limited to any such claim asserted by or on behalf of Lessee or any of Lessee's members, agents, employees, customers, or visitors.

It is further agreed with respect to the above indemnity, that City and Lessee will provide the other prompt and timely notice of any event covered which in any way, directly or indirectly, contingently or otherwise, affects or might affect the Lessee or City, and City shall have the right to compromise and defend the same to the extent of City's own interests. Provided, however, nothing in this lease shall be construed as obligating Lessee to indemnify the City for the negligence or actions of the City, City's agents, servants, or employees, or third parties over whom Lessee has no right of control.

D. **FAILURE TO PROVIDE INSURANCE, SUSPENSION OF ACTIVITIES.** Whenever a Lessee is unable to show proof of insurance required and after ten (10) days prior notice, then the City Manager, upon recommendation of the Airport Manager, shall have the authority to suspend temporarily Lessee's airport activities on a daily, or portion of a day basis, until proof of required insurance is provided. This remedy is in addition to all others herein and is intended to obtain compliance without and before termination of the lease.

ARTICLE VI - TERMINATION OF LEASE, CANCELLATION, ASSIGNMENT AND TRANSFER

A. **TERMINATION; RECAPTURE BY CITY.** This Lease shall terminate at the end of the full term hereof and Lessee shall have no further right or interest in the ground or improvements constructed thereon, except as provided by the other provisions herein relating to such improvements (Refer to Article I. Section G.). Premises will be returned to City in good condition, reasonable wear and tear excepted.

If City requires all or part of the leased premises for expansion or developing of the Airport, City reserves the right, on six (6) months notice, to relocate or replace Lessee's improvements, similar to that portion of the premises taken, at City's cost and expenses in substantially similar form at another generally comparable location on said Airport. During such period of relocation, City will use its best efforts to assist Lessee in obtaining temporary shelter and rent payments will be abated on that portion of the premises taken.

During the time of war or national emergency, City shall have the right to lease the Airport or any part thereof to the United States Government for military or naval use, and if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the lease to the Government shall be suspended, and in that

event, a just and proportionate part of the rent hereunder shall be abated.

B. **CANCELLATION BY CITY.** This Lease shall be subject to cancellation by City if Lessee fails to rectify the following within ten (10) days of written notice to do same from City.

1. Default in the performance of any of the terms required herein to be kept and performed by Lessee.

2. Material failure to abide by all valid and enforceable laws of the United States or State of Texas or any ordinances or other Airport Rules and Regulations approved by the City Council.

3. Failure to replace any improvements which have been destroyed by fire, explosion, etc., within six (6) months from the date of such destruction or if improvements are owned by Lessee, failure to replace them or obtain approval of an amended site plan within six (6) months.

4. Abandonment of the leased premises for thirty (30) days.

5. Bankruptcy; being in arrears in the payment of the benefit of creditors; or making a general assignment for the benefit of creditors; or filing a voluntary petition of bankruptcy, or, if the proceedings in bankruptcy shall be instituted against Lessee and thereafter adjudicated a bankrupt pursuant to such proceedings; or if a receiver shall take jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any federal reorganization act; or if a receiver for Lessee's assets is appointed; or if Lessee shall be divested of its rights, powers and privileges under this lease by other operation of law.

If, after ten (10) days from the date of such notice, the default, failure to perform, or breach complained of shall not have been corrected in manner satisfactory to City, then City shall have the right, without further notice to Lessee, to take immediate possession of the leased premises and remove Lessee's effects, forcibly, if necessary, without being deemed guilty of trespassing, subject to Lessee's rights in the improvements provided for elsewhere herein. Upon said default, all rights of Lessee shall be forfeited; provided, however, City shall have and reserve all of its available remedies at law as a result of said breach of this Lease.

Failure of either party to declare this Lease terminated upon the default of either party for any reasons set out shall not operate to bar, destroy or waive the right of such party to cancel this Lease by reason of any subsequent violation of the terms hereof. The acceptance of rentals and fees by City for any period(s) after a default of any of the terms herein contained to be performed by Lessee shall not be deemed a waiver of any rights of City to cancel this Lease for failure by Lessee to so perform any of the terms hereof to be performed. (The actual termination of this Lease shall occur when approved by the City Council.)

C. **WAIVER OF STATUTORY NOTICE TO QUIT.** If City exercises its option to cancel this Lease upon the happening of any or all of the events set forth in Section B (Cancellation by City) and the failure of Lessee to correct any such breach within the time allowed, a notice of cancellation given pursuant to Section B and sent to the address specified in Article VII Section F (or subsequent address provided in writing to Airport Manager) and City Council approval of the termination shall be sufficient to cancel this Lease; and upon such cancellation, Lessee hereby agrees that it will forthwith surrender up possession of the leased premises to the City, subject to Lessee's rights in the improvements as provided for elsewhere herein.

D. **PERSONAL PROPERTY.** City shall have a lien as security for any rentals or other payments

owed to City upon all goods, wares, chattels, implements, fixtures, furniture, tools and other personal property excluding aircraft which are or may be put or caused to be put on the leased premises by Lessee. Upon expiration or termination of this lease, Lessee shall remove all property from the leased premises within thirty (30) days after said termination; provided that Lessee shall at no time remove any improvement for which it has or will receive a rental credit or rebate. If upon expiration or termination the Lessee owes any payments to City, City may elect to retain possession of such property or may sell the same and keep the proceeds after first applying them to any payments in arrears, or may have such property removed at the expense of Lessee.

Lessee shall repair, at its own expenses, any damage resulting from said removal of personal property and shall leave the leased premises in a neat and clean condition with all other improvements in place.

E. **CANCELLATION BY LESSEE.** This Lease shall be subject to cancellation by Lessee, at Lessee's option, after one or more of the following:

1. The permanent abandonment of the Airport as a public airport.

2. The lawful assumption by the United States Government or any authorized agency thereof, of the operation, control or use of the Airport of any substantial part or parts thereof, in such a manner as substantially to restrict Lessee for a period of at least ninety (90) days from operating thereof.

3. Damage to Lessee's improvements, by any instrumentality that renders such improvements unacceptable for the purpose for which they were intended.

4. Lessee's determination that its continued occupancy or use has become uneconomical.

5. The breach by City of any of the terms herein contained and the failure of City to remedy such breach for a period of thirty (30) days after receipt of a written notice of the existence of such breach.

Lessee may exercise such rights of termination by written notice to City upon 90 days prior written notice and this Lease or portion thereof shall terminate as of that date. Rentals due hereunder shall be payable only to the date of said termination.

F. **SUBLETTING AND ASSIGNMENT.** Except to a corporation(s) owned or controlled by Lessee, Lessee shall not rent or sublease or assign all or any part of such premises or the improvements located thereon without the prior written consent of the Airport Manager, which consent shall not be unreasonably withheld. **(This prior Airport Manager approval requirement shall not apply to the lease or rental of hangar space for aircraft storage or aircraft maintenance by a fixed-based operator. However, if the prospective tenant intends to also operate a business such as a charter service, etc., then Airport Manager consent is still required.)** Any sublessees or tenants shall be subject to the same terms as set forth herein

As a condition of and as consideration for approving any assignment, transfer or sublease, City may require amendment of the provisions and conditions of this lease to conform to any different provisions and conditions of the lease form then currently approved and adopted by City for new leases, provided, in the event of such amendment, transferee, assignee, or sub lessee shall be given the option of taking over the unexpired balance of this Lease or entering into a new lease for such term as may then be approved by City for new leases for lease assignees. It is not the intention of the City that the subleases or other tenant situations be misused as a method to avoid compliance with the minimum standards herein.

If the City determines that a sublessee is operating an aviation-related business without complying with the

minimum standards applicable thereto, the sublease or this Lease may be terminated in the same manner as provided by Article VI herein for leases.

In the event of approved assignment, Lessee shall be relieved of any further obligation hereunder, and the City will look solely to such approved assignee for performance of this Lease subsequent to the date of such approved assignment. Said assignee shall not assign said Lease except with the prior written approval of City, and any assignment by the Lessee shall contain a clause to this effect.

All of terms herein contained shall be binding upon and shall inure to the benefit of successors and assigns of the respective parties hereto.

ARTICLE VII - GENERAL PROVISIONS

A. **APPLICABLE LAW AND VENUE.** This Lease and all transactions made hereunder shall be construed and governed according to the laws of the State of Texas. Venue for any legal proceedings shall be in Smith County, Texas.

B. **INVALID PROVISIONS.** If any provision herein is held to be invalid by a court of competent jurisdiction, the invalidity of such provision shall in no way affect any other provision.

C. **PARAGRAPH HEADINGS.** The paragraph headings contained herein are of convenience in reference and are not intended to define or limit the scope of any provisions of this Lease.

D. **DEFINITION OF LESSEE.** The term "Lessee" shall include Lessee, its heirs or executors, and any corporations now or hereafter owned or controlled by Lessee, its heirs and executors, who are operating on the leased premises.

E. **FEDERAL AVIATION ADMINISTRATION.** Whenever the term "Federal Aviation Administration" is used in this Lease, it shall be construed as referring to the Federal Aviation Administration created by the federal government or to such other agencies of the State of Texas or the federal government having from time to time similar jurisdiction over Lessee or its business.

F. **SECURITY.** Lessee shall be responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state and /or local government entity regarding airport and/or airfield security

G. **NOTICES.** Whenever any notice or payment is required by this Lease to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, addressed to:

Airport Manager
Tyler Pounds Regional Airport
700 Skyway Blvd., Suite 201
Tyler, TX 75704
(903) 531-9825

and notices, consents, and approval to Lessee addressed to:

Johnson Aviation
353 Airport Drive
Tyler Texas 75704
Rex & Rodney Johnson

H. **ENTIRE AGREEMENT**. This Lease shall represent the entire Agreement between City and Lessee. All prior leases of the described leasehold interest between City and any other party, including the F.B.O. lease between City and Johnson Aviation, Inc., dated April 1, 1986, are hereby terminated in their entirety.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed this _____ day of _____, 2025_____.

CITY OF TYLER, TEXAS,
LESSOR

BY: _____
EDWARD BROUSSARD, CITY MANAGER
Council approved: _____

LESSEE

BY: _____
_____

A T T E S T:

_____
CASSANDRA BRAGER, CITY CLERK

ATTEST:

_____

RECOMMENDED: _____
AIRPORT MANAGER
(Airport Advisory Board considered _____
and recommended approval/denial)

APPROVED: _____
CITY ATTORNEY

THE STATE OF TEXAS

COUNTY OF SMITH

This instrument was acknowledged before me on _____, 2025, by _____, Lessee.

_____
Notary Public in and for the State of Texas
CITY OF TYLER, TEXAS

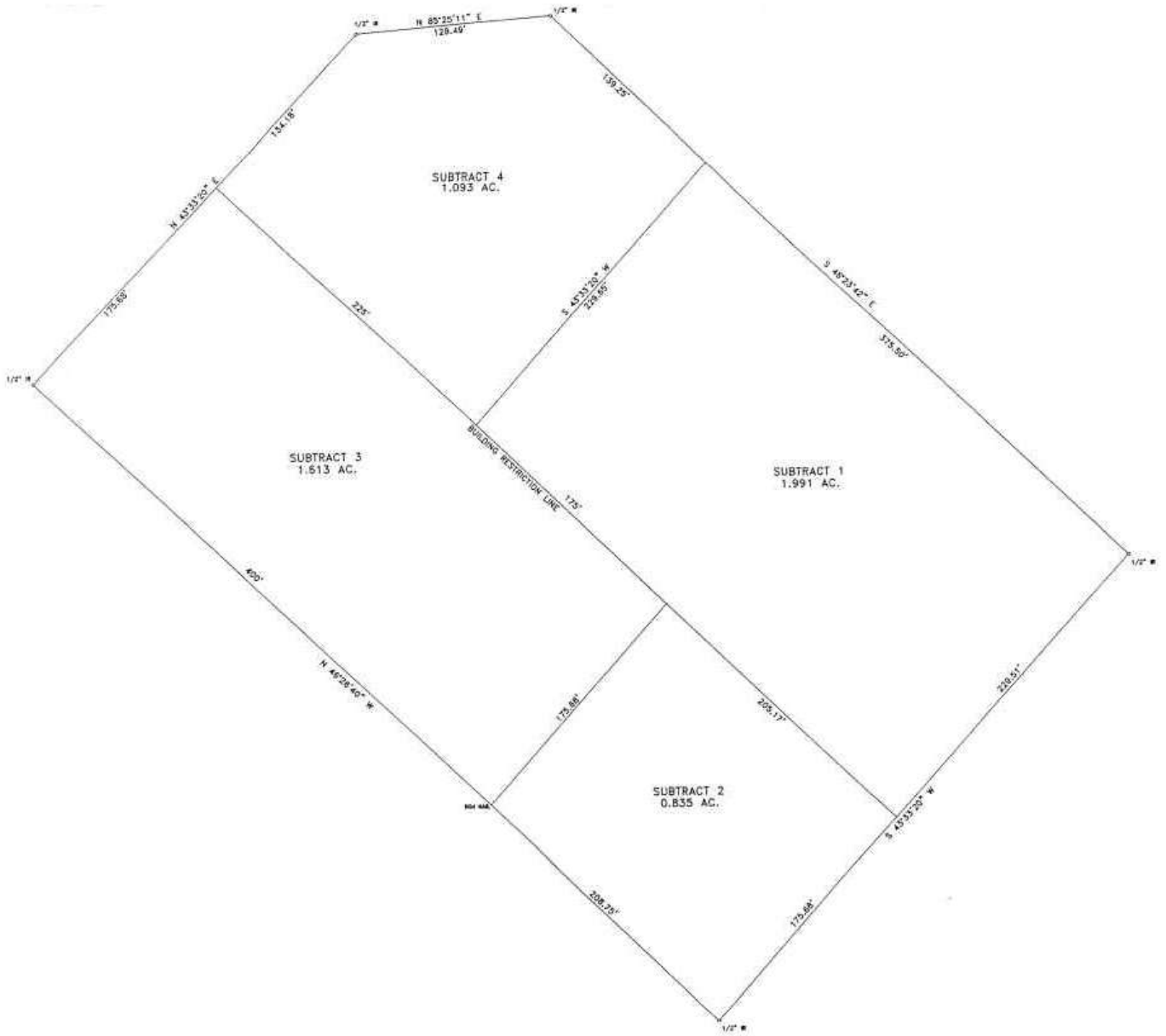


EXHIBIT "A"

JOHNSON AVIATION
TRACT 10

JOHNSON AVIATION LEASE

TRACT TEN LEASE OF THE MUNICIPAL AIRPORT PROPERTY
(SEE AIRPORT BOUNDARY MAP)

All that parcel of land comprising the Tract Ten Lease of the Municipal Airport Property, also known as Tyler Pounds Regional Airport, of the City of Tyler, Smith County, Texas.

COMMENCING at a concrete Right-Of-Way Monument in the South Right-Of-Way line of State Highway No. 64, and said Monument being on the North Boundary line of said Municipal Airport Property, and lying Northerly from the centerline of the end of Runway 13 at an approximate distance of 565 feet;

THENCE N 85° 21' 10" E along the said South Right-Of-Way line of Highway No. 64 a distance of 524.20 feet;

THENCE S 4° 38' 50" E a distance of 30.00 feet to a ½ inch iron pin, and said pin being the POINT OF BEGINNING.

THENCE N 85° 25' 11" E from the POINT OF BEGINNING a distance of 128.49 feet to a ½ inch iron pin;

THENCE S 46° 23' 42" E a distance of 514.75 feet to a ½ inch iron pin;

THENCE S 42° 23' 20" W a distance of 405.19 feet to a ½ inch iron pin;

THENCE N 46° 26' 40" W a distance of 608.75 feet to a ½ inch iron pin;

THENCE N 43° 33' 20" E a distance of 309.86 feet to the POINT OF BEGINNING.

The above described Tract contains 5.53 acres of land, more or less.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-12

Date: October 22, 2025

Subject: Request that the City Council consider authorizing the City Manager to approve a reconciliation change order that will decrease the contract amount by $467,048.25 and the release of final retainage in the amount of $158,678.19 to Texas Pride Utilities for the Consent Decree Group 4 Mainline Specialty CIPP.

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

In 2017, the City of Tyler entered into a Consent Decree with the Environmental Protection Agency (EPA) to address the City's aging wastewater collection system and resulting discharges. The Consent Decree became effective on April 10, 2017. As a part of this Consent Decree, condition assessments are being performed on the sanitary sewer collection system.

The assessments began in 2017; staff has elected to consolidate the inspections of the gravity mainlines from the allotted eight (8) year period to a seven (7) year period, and inspections of the manholes are spread out over a five (5) year period.

The Group 4 Mainline Specialty CIPP project was the fifth of the five (5) Group 4 remedial projects. The scope of work included remediation of 36 sanitary sewer gravity main asset locations using cured in place pipe liner and sectional liner. This included all incidental items associated with these tasks such as bypass pumping, traffic control, pavement/sidewalk repair, and restoration work.

On June 8, 2022, the City Council authorized the award of the Consent Decree Group 4 Mainline Specialty CIPP, Bid 22-030. The original award amount was $3,640,612.00 The rehabilitation work has been successfully completed at a total cost of $3,173,563.75, resulting in the project being $467,048.25 under the original contract amount.

Original Project Cost: $3,640,612.00
Final Project Cost: $3,173,563.75 (~12.8%)

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to approve a reconciliation change order that will decrease the contract amount by $467,048.25 and the release of final retainage in the amount of $158,678.19 to Texas Pride Utilities for the Consent Decree Group 4 Mainline Specialty CIPP.

Attachments:
Group 4 CIPP Final RCO
Texas Pride - ML Specialty CIPP Close Out Documents

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

Edited/Submitted By:
City Manager

RECONCILIATION CONTRACT CHANGE ORDER
CHANGE ORDER NO. #01

PROJECT NAME: Group 4 Mainline Specialty CIPP

DATE:

CONTRACTOR: Texas Pride Utilities
ADDRESS:

BID NUMBER: 22-030

PHONE NO.:

Item No.	Work Items	Qty	Units	Unit Price	SOV	Qty Complete to Date	Amount Complete to Date	Difference in Bid Qty	Difference in Bid Amount
1	MOBILIZATION	1	LS	$280,000.00	$280,000.00	1.00	$ 280,000.00	0.00	$ -
2	TRAFFIC CONTROL	1	LS	$30,000.00	$30,000.00	1.00	$ 30,000.00	0.00	$ -
3	UNPAVED GROUND REPAIR	2007	SY	$20.00	$40,140.00	500.00	$ 10,000.00	(1507.00)	$ (30,140.00)
4	CRUSHED STONE FOR ACCESS ROAD (8 INCH DEPTH)	6000	SY	$36.00	$216,000.00	6,000.00	$ 216,000.00	0.00	$ -
5	GEOGRID FOR ACCESS ROAD	6000	SY	$10.00	$60,000.00	6,000.00	$ 60,000.00	0.00	$ -
6	SWAMP MAT (16 FEET WIDE)	700	LF	$40.00	$28,000.00	0.00	$ -	(700.00)	$ (28,000.00)
7	36 INCH CLASS IV RCP	24	LF	$360.00	$8,640.00	0.00	$ -	(24.00)	$ (8,640.00)
8	CURED IN PLACE PIPE LINER (CIPP) - 8 INCH	2487	LF	$34.00	$84,558.00	2,487.00	$ 84,558.00	0.00	$ -
9	CURED IN PLACE PIPE LINER (CIPP) - 10 INCH	1,660	LF	$38.00	$63,080.00	1,660.00	$ 63,080.00	0.00	$ -
10	CURED IN PLACE PIPE LINER (CIPP) - 12 INCH	1,371	LF	$44.00	$60,324.00	599.00	$ 26,356.00	(772.00)	$ (33,968.00)
11	CURED IN PLACE PIPE LINER (CIPP) - 15 INCH	441	LF	$70.00	$30,870.00	630.00	$ 44,100.00	189.00	$ 13,230.00
12	CURED IN PLACE PIPE LINER (CIPP) - 16 INCH	1,885	LF	$78.00	$147,030.00	1,885.00	$ 147,030.00	0.00	$ -
13	CURED IN PLACE PIPE LINER (CIPP) - 18 INCH	525	LF	$86.00	$45,150.00	347.00	$ 29,842.00	(178.00)	$ (15,308.00)
14	CURED IN PLACE PIPE LINER (CIPP) - 20 INCH	186	LF	$110.00	$20,460.00	235.00	$ 25,850.00	49.00	$ 5,390.00
15	CURED IN PLACE PIPE LINER (CIPP) - 24 INCH	1,863	LF	$128.00	$238,464.00	1,584.00	$ 202,752.00	(279.00)	$ (35,712.00)
16	CURED IN PLACE PIPE LINER (CIPP) - 30 INCH	859	LF	$190.00	$163,210.00	859.00	$ 163,210.00	0.00	$ -
17	CLEANING (CIPP)	11,277	LF	$6.00	$67,662.00	14,480.00	$ 86,880.00	3203.00	$ 19,218.00
18	PRE-CLOSED CIRCUIT TELEVISION VIDEO (CCTV) (CIPP)	11,277	LF	$2.00	$22,554.00	14,480.00	$ 28,960.00	3203.00	$ 6,406.00
19	INSPECTION/POST-CLOSED CIRCUIT TELEVISION VIDEO (CCTV)	12,210	LF	$4.00	$48,840.00	9,006.00	$ 36,024.00	(3204.00)	$ (12,816.00)
20	SECTIONAL LINER (12 INCH)	30	LF	$300.00	$9,000.00	0.00	$ -	(30.00)	$ (9,000.00)
21	REPLACE/NEW 84 INCH MANHOLE (≤6 FEET DEEP) - UNPAVED	4	EA	$48,000.00	$192,000.00	0.00	$ -	(4.00)	$ (192,000.00)
22	REPLACE/NEW 84 INCH MANHOLE (>6 FEET DEEP) - ADDL VERTICAL DEPTH	46	VF	$1,000.00	$46,000.00	0.00	$ -	(46.00)	$ (46,000.00)
23	CURED IN PLACE PIPE LINER (CIPP) - 48 INCH	903	LF	$1,200.00	$1,083,600.00	903.00	$ 775,677.00	0.00	$ (307,923.00)
24	TEMPORARY PLUGS AND BYPASS PUMPING	1	LS	$300,000.00	$300,000.00	1.00	$ 300,000.00	0.00	$ -
25	TRENCH EXCAVATION PROTECTION (≥5' DEPTH)	903	LF	$10.00	$9,030.00	0.00	$ -	(903.00)	$ (9,030.00)
26	CLEARING AND GRUBBING	1	AC	$8,000.00	$8,000.00	0.25	$ 2,000.00	(0.75)	$ (6,000.00)
27	CONTINGENCY	1	LS	$338,000.00	$338,000.00	0.00	$ 561,244.75	(1.00)	$ 223,244.75
					$ 3,640,612.00		**$ 3,173,563.75**		**$ (467,048.25)**

Original contract price: 3,640,612.00
Change in contract price from previous change orders:
Change in contract price due to this change order: (467,048.25)
Adjusted contract price to date: **3,173,563.75** **-12.8%**

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

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

Date

ACCEPTED: Texas Pride Utilities
Contractor

Date

REVIEWED:
City Attorney's Office

Date

APPROVED: Edward Broussard
City Manager

Date

AGENDA ITEM NUMBER: _____

DATE APPROVED BY COUNCIL: 10/22/2025

TEXAS CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: City of Tyler Group 4
Job No.: 532017802

On receipt by the signer of this document of a check from City of Tyler [maker of check] in the sum of $ 158,678.19 payable to Texas Pride Utilities [payee or payees of check] and when the check has been properly endorsed and has been paid by the bank on which it is drawn or electronic payment deposited into payee's account, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Tyler [owner] located at Various [location] to the following extent: Sanitary Sewer Rehab Group 4 [job description].

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to Texas Pride Utilities [person with whom signer contracted].

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

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

Date 10/3/25

Texas Pride Utilities [Company name]

By _____ [Signature]

pm [Title]

STATE OF TEXAS §
§
COUNTY OF Harris §

Before me, the undersigned Notary Public in and for the State of Texas, on this day personally appeared 10/03/25, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed such instrument for the purposes therein expressed, and in the capacity therein stated as the act and deed of such business entity.

Name: Estephany Castellanos
Notary Public, State of Texas
My commission expires: 03/24/29

AFTER RECORDING RETURN TO:
[INSERTADDRESS]

Estephany Castellanos
My Commission Expires
3/24/2029
Notary ID 135507981

AFFIDAVIT OF BILLS PAID

THE STATE OF TEXAS
COUNTY OF HARRIS

GARY SHERRILL, being duly sworn that he/she is PM of TEXAS PRIDE UTILITIES, of HARRIS County, Texas (hereinafter called "Company"); and

That said Company has performed work and/or furnished material for CITY OF TYLER GROUP 4 (hereinafter called "Owner"), pursuant to a contract, dated AUGUST 22ND, 2022 (hereinafter called "Contract") for the construction of: SANITARY SEWER REHAB GROUP 4

That all just and lawful invoices against the Company for labor, materials and expendable equipment employed in the performance of the Contract have been paid in full prior to acceptance of payments for the Owner; and

That no mechanic's or materialman's liens have been filed upon the property of the Owner or materials incorporated into the Facilities.

By: _____
Printed Name: GARY SHERRILL
Title: PM

ATTEST: _____
Printed Name: Luis Guerra

THE STATE OF TEXAS
COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared 03 October of 2025, a PM, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as the act and deed of such _____, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 03 day of October, 2025.

_____
Notary Public in and for the
State of TEXAS

(NOTARY SEAL)

Printed Name: Estephany Castellanos
Commission Expires: 03/24/29

Estephany Castellanos
My Commission Expires
3/24/2029
Notary ID 135507981

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-13

Date: October 22, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute a contract with Kitching & Co, LLC in the amount of $1,383,873.70 for the Consent Decree Group 7 Sanitary Sewer Manhole Package Bid 25-085 and to adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

Item Reference: **Bid 25-085, Consent Decree, Civil Action No. 6:17-cv-29 effective April 10, 2017**

In 2017, the City of Tyler entered into a Consent Decree with the Environmental Protection Agency (EPA) to address the City's aging wastewater collection system and resulting discharges. The Consent Decree became effective on April 10, 2017.

As a part of this Consent Decree, condition assessments are being performed on the sanitary sewer collection system. The assessments began in 2017, are spread out over an eight (8) year period and are being performed by Pipeline Analysis.

This construction project consists of approximately 160 sanitary sewer manholes and 5 access chamber assemblies.

Bids were opened and read aloud on Tuesday, October 7, 2025 and a total of twelve (12) bids were received. The low bidder, Kitching & Co, LLC, is the recommended contractor.

Attached for review is the Bid Tabulation and a resolution reserving the right to reimburse expenditures for future construction in the event the City issues revenue bonds.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to execute a contract with Kitching & Co, LLC in the amount of $1,383,873.70 for the Consent Decree Group 7 Sanitary Sewer Manhole Package Bid 25-085 and to adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

Attachments:
Group 7 - Manhole Package Bid Tab
Group 7 Manhole Resolution

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

Edited/Submitted By:
City Manager

Group 7 SS Manhole Package - 25-085 Bid Tab

				Kitching & Co, LLC		Tejano Utilities LLC		Capital Underground, LLC		Rub-A-Dub Plumbing	
BID ITEM	**DESCRIPTION**	**UNITS**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**
1	MOBILIZATION	LS	1	$ 40,000.00	$ 40,000.00	$ 15,000.00	$ 15,000.00	$ 65,000.00	$ 65,000.00	$ 176,480.00	$ 176,480.00
2	TRAFFIC CONTROL	LS	1	$ 12,100.00	$ 12,100.00	$ 5,000.00	$ 5,000.00	$ 25,000.00	$ 25,000.00	$ 7,267.00	$ 7,267.00
3	CLEARING AND GRUBBING	AC	1	$ 11,891.28	$ 11,891.28	$ 25,000.00	$ 25,000.00	$ 18,500.00	$ 18,500.00	$ 4,245.00	$ 4,245.00
4	ASPHALT CEMENT STREET REPAIR	SY	1634	$ 55.96	$ 91,438.64	$ 95.00	$ 155,230.00	$ 60.00	$ 98,040.00	$ 140.00	$ 228,760.00
5	CONCRETE CEMENT STREET REPAIR	SY	105	$ 129.82	$ 13,631.10	$ 150.00	$ 15,750.00	$ 120.00	$ 12,600.00	$ 140.00	$ 14,700.00
6	BRICK STREET REPAIR	SY	50	$ 272.25	$ 13,612.50	$ 20.00	$ 1,000.00	$ 45.00	$ 2,250.00	$ 250.00	$ 12,500.00
7	UNPAVED GROUND REPAIR	SY	117	$ 55.59	$ 6,504.03	$ 20.00	$ 2,340.00	$ 45.00	$ 5,265.00	$ 70.00	$ 8,190.00
8	SERVICE RECONNECTIONS	EA	10	$ 1,734.29	$ 17,342.90	$ 1,200.00	$ 12,000.00	$ 1,250.00	$ 12,500.00	$ 1,286.00	$ 12,860.00
9	INSTALL ACCESS CHAMBER (<5 FEET DEEP)	EA	5	$ 1,660.71	$ 8,303.55	$ 3,200.00	$ 16,000.00	$ 6,800.00	$ 34,000.00	$ 4,449.00	$ 22,245.00
10	INSTALL MANHOLE (≤6 FEET DEEP) - PAVED	EA	150	$ 6,579.20	$ 986,880.00*	$ 8,000.00	$ 1,200,000.00	$ 7,800.00	$ 1,170,000.00	$ 6,586.00	$ 987,900.00
11	INSTALL MANHOLE (≤6 FEET DEEP) - UNPAVED	EA	10	$ 5,335.85	$ 53,358.50	$ 8,000.00	$ 80,000.00	$ 8,000.00	$ 80,000.00	$ 5,592.00	$ 55,920.00
12	INSTALL MANHOLE (>6 FEET DEEP) - ADDITIONAL VERTICAL DEPTH	VF	4	$ 293.20	$ 1,172.80	$ 400.00	$ 1,600.00	$ 350.00	$ 1,400.00	$ 1,200.00	$ 4,800.00
13	INSPECTION/POST-CLOSED CIRCUIT TELEVISION VIDEO (CCTV)	LF	500	$ 3.21	$ 1,605.00	$ 0.50	$ 250.00	$ 7.00	$ 3,500.00	$ 4.00	$ 2,000.00
14	TEMPORARY PLUGS AND BYPASS PUMPING	LS	1	$ 15,125.00	$ 15,125.00	$ 10,000.00	$ 10,000.00	$ 15,600.00	$ 15,600.00	$ 10,000.00	$ 10,000.00
15	TRENCH EXCAVATION PROTECTION (≥5' DEPTH)	LF	1640	$ 10.31	$ 16,908.40	$ 1.00	$ 1,640.00	$ 3.00	$ 4,920.00	$ 7.00	$ 11,480.00
16	CONTINGENCY	LS	1	$ 94,000.00	$ 94,000.00	$ 94,000.00	$ 94,000.00	$ 94,000.00	$ 94,000.00	$ 94,000.00	$ 94,000.00
		TOTAL AMOUNT			**$ 1,383,873.70**		**$ 1,634,810.00**		**$ 1,642,575.00**		**$ 1,653,347.00**

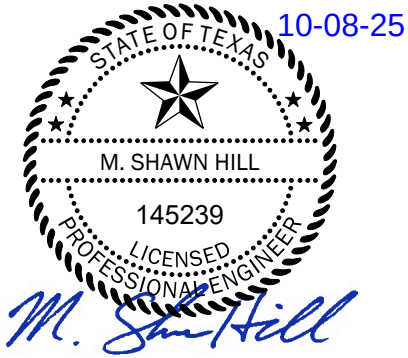
*Kitching & Co's numerical total is $988,880.00. The total based on the unit price is $986,880.00.
Their written Base Bid Total of $1,383,873.70 was correct.
**Civcon Group's numerical total is $10,000.00. The total based on the unit price is $20,000.00. Their written Base Bid Total was $1,870,980.00, and the corrected Base Bid Total is $1,880,980.00.
***BCAC Underground's bid included written totals in place of written unit prices. BCAC Underground confirmed the unit prices shown in this bid tab were the correct unit prices.
****J&L Construction's written Base Bid Total was $2,576,944.00. The corrected Base Bid Total is $2,576,994.00.
I certify that the unit prices entered into this spreadsheet match the written unit prices or are an exact duplicate of the unit prices submitted and certified by the applicable contractor.



Group 7 SS Manhole Package - 25-085 Bid Tab

				Lopez Utilities Contractor, LLC		King Solution Services, LLC		Civcon Group, LLC		C&A Construction, LLC	
BID ITEM	**DESCRIPTION**	**UNITS**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**
1	MOBILIZATION	LS	1	$ 110,000.00	$ 110,000.00	$ 85,000.00	$ 85,000.00	$ 300,000.00	$ 300,000.00	$ 100,000.00	$ 100,000.00
2	TRAFFIC CONTROL	LS	1	$ 45,000.00	$ 45,000.00	$ 15,000.00	$ 15,000.00	$ 35,000.00	$ 35,000.00	$ 30,000.00	$ 30,000.00
3	CLEARING AND GRUBBING	AC	1	$ 16,000.00	$ 16,000.00	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00	$ 20,060.00	$ 20,060.00
4	ASPHALT CEMENT STREET REPAIR	SY	1634	$ 120.00	$ 196,080.00	$ 115.00	$ 187,910.00	$ 145.00	$ 236,930.00	$ 100.00	$ 163,400.00
5	CONCRETE CEMENT STREET REPAIR	SY	105	$ 180.00	$ 18,900.00	$ 130.00	$ 13,650.00	$ 300.00	$ 31,500.00	$ 150.00	$ 15,750.00
6	BRICK STREET REPAIR	SY	50	$ 320.00	$ 16,000.00	$ 85.00	$ 4,250.00	$ 400.00	$ 20,000.00	$ 135.00	$ 6,750.00
7	UNPAVED GROUND REPAIR	SY	117	$ 35.00	$ 4,095.00	$ 56.00	$ 6,552.00	$ 50.00	$ 5,850.00	$ 5.00	$ 585.00
8	SERVICE RECONNECTIONS	EA	10	$ 750.00	$ 7,500.00	$ 1,500.00	$ 15,000.00	$ 2,000.00	$ 20,000.00**	$ 1,921.00	$ 19,210.00
9	INSTALL ACCESS CHAMBER (<5 FEET DEEP)	EA	5	$ 4,200.00	$ 21,000.00	$ 6,500.00	$ 32,500.00	$ 4,000.00	$ 20,000.00	$ 6,397.00	$ 31,985.00
10	INSTALL MANHOLE (≤6 FEET DEEP) - PAVED	EA	150	$ 7,400.00	$ 1,110,000.00	$ 8,500.00	$ 1,275,000.00	$ 6,500.00	$ 975,000.00	$ 8,725.00	$ 1,308,750.00
11	INSTALL MANHOLE (≤6 FEET DEEP) - UNPAVED	EA	10	$ 6,750.00	$ 67,500.00	$ 9,500.00	$ 95,000.00	$ 5,800.00	$ 58,000.00	$ 8,519.00	$ 85,190.00
12	INSTALL MANHOLE (>6 FEET DEEP) - ADDITIONAL VERTICAL DEPTH	VF	4	$ 300.00	$ 1,200.00	$ 560.00	$ 2,240.00	$ 1,000.00	$ 4,000.00	$ 428.00	$ 1,712.00
13	INSPECTION/POST-CLOSED CIRCUIT TELEVISION VIDEO (CCTV)	LF	500	$ 5.00	$ 2,500.00	$ 6.00	$ 3,000.00	$ 15.00	$ 7,500.00	$ 15.00	$ 7,500.00
14	TEMPORARY PLUGS AND BYPASS PUMPING	LS	1	$ 60,000.00	$ 60,000.00	$ 35,000.00	$ 35,000.00	$ 55,000.00	$ 55,000.00	$ 22,137.00	$ 22,137.00
15	TRENCH EXCAVATION PROTECTION (≥5' DEPTH)	LF	1640	$ 12.00	$ 19,680.00	$ 5.00	$ 8,200.00	$ 5.00	$ 8,200.00	$ 1.00	$ 1,640.00
16	CONTINGENCY	LS	1	$ 94,000.00	$ 94,000.00	$ 94,000.00	$ 94,000.00	$ 94,000.00	$ 94,000.00	$ 94,000.00	$ 94,000.00
	TOTAL AMOUNT				**$ 1,789,455.00**		**$ 1,877,302.00**		**$ 1,880,980.00**		**$ 1,908,669.00**

*Kitching & Co's numerical total is $988,880.00. The total based on the unit price is $986,880.00.
Their written Base Bid Total of $1,383,873.70 was correct.
**Civcon Group's numerical total is $10,000.00. The total based on the unit price is $20,000.00. Their written Base Bid Total was $1,870,980.00, and the corrected Base Bid Total is $1,880,980.00.
***BCAC Underground's bid included written totals in place of written unit prices. BCAC Underground confirmed the unit prices shown in this bid tab were the correct unit prices.
****J&L Construction's written Base Bid Total was $2,576,944.00. The corrected Base Bid Total is $2,576,994.00.
I certify that the unit prices entered into this spreadsheet match the written unit prices or are an exact duplicate of the unit prices submitted and certified by the applicable contractor.



Group 7 SS Manhole Package - 25-085 Bid Tab

				BCAC Underground, LLC***		W.M. Miller Construction Company		J&L Construction, LLC		Canary Construction, Inc.	
BID ITEM	**DESCRIPTION**	**UNITS**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**
1	MOBILIZATION	LS	1	$ 75,000.00	$ 75,000.00	$ 328,274.20	$ 328,274.20	$ 104,548.00	$ 104,548.00	$ 90,000.00	$ 90,000.00
2	TRAFFIC CONTROL	LS	1	$ 50,000.00	$ 50,000.00	$ 115,537.82	$ 115,537.82	$ 36,209.00	$ 36,209.00	$ 25,000.00	$ 25,000.00
3	CLEARING AND GRUBBING	AC	1	$ 15,000.00	$ 15,000.00	$ 12,658.80	$ 12,658.80	$ 32,797.00	$ 32,797.00	$ 5,000.00	$ 5,000.00
4	ASPHALT CEMENT STREET REPAIR	SY	1634	$ 60.00	$ 98,040.00	$ 176.86	$ 288,989.24	$ 205.00	$ 334,970.00	$ 285.00	$ 465,690.00
5	CONCRETE CEMENT STREET REPAIR	SY	105	$ 85.00	$ 8,925.00	$ 197.65	$ 20,753.25	$ 289.00	$ 30,345.00	$ 290.00	$ 30,450.00
6	BRICK STREET REPAIR	SY	50	$ 92.00	$ 4,600.00	$ 307.67	$ 15,383.50	$ 295.00	$ 14,750.00	$ 400.00	$ 20,000.00
7	UNPAVED GROUND REPAIR	SY	117	$ 25.00	$ 2,925.00	$ 82.65	$ 9,670.05	$ 177.00	$ 20,709.00	$ 20.00	$ 2,340.00
8	SERVICE RECONNECTIONS	EA	10	$ 2,250.00	$ 22,500.00	$ 14,484.68	$ 144,846.80	$ 3,282.00	$ 32,820.00	$ 4,200.00	$ 42,000.00
9	INSTALL ACCESS CHAMBER (<5 FEET DEEP)	EA	5	$ 6,500.00	$ 32,500.00	$ 5,838.79	$ 29,193.95	$ 6,471.00	$ 32,355.00	$ 8,500.00	$ 42,500.00
10	INSTALL MANHOLE (≤6 FEET DEEP) - PAVED	EA	150	$ 10,450.00	$ 1,567,500.00	$ 6,345.45	$ 951,817.50	$ 10,933.00	$ 1,639,950.00	$ 11,000.00	$ 1,650,000.00
11	INSTALL MANHOLE (≤6 FEET DEEP) - UNPAVED	EA	10	$ 8,000.00	$ 80,000.00	$ 5,377.25	$ 53,772.50	$ 8,615.00	$ 86,150.00	$ 9,500.00	$ 95,000.00
12	INSTALL MANHOLE (>6 FEET DEEP) - ADDITIONAL VERTICAL DEPTH	VF	4	$ 325.00	$ 1,300.00	$ 971.08	$ 3,884.32	$ 1,568.00	$ 6,272.00	$ 260.00	$ 1,040.00
13	INSPECTION/POST-CLOSED CIRCUIT TELEVISION VIDEO (CCTV)	LF	500	$ 11.00	$ 5,500.00	$ 2.13	$ 1,065.00	$ 66.00	$ 33,000.00	$ 5.00	$ 2,500.00
14	TEMPORARY PLUGS AND BYPASS PUMPING	LS	1	$ 17,500.00	$ 17,500.00	$ 20,496.58	$ 20,496.58	$ 32,199.00	$ 32,199.00	$ 40,000.00	$ 40,000.00
15	TRENCH EXCAVATION PROTECTION (≥5' DEPTH)	LF	1640	$ 3.25	$ 5,330.00	$ 5.82	$ 9,544.80	$ 28.00	$ 45,920.00	$ 1.00	$ 1,640.00
16	CONTINGENCY	LS	1	$ 94,000.00	$ 94,000.00	$ 94,000.00	$ 94,000.00	$ 94,000.00	$ 94,000.00	$ 94,000.00	$ 94,000.00
	TOTAL AMOUNT				**$ 2,080,620.00**		**$ 2,099,888.31**		**$2,576,994.00******		**$ 2,607,160.00**

*Kitching & Co's numerical total is $988,880.00. The total based on the unit price is $986,880.00.
Their written Base Bid Total of $1,383,873.70 was correct.
**Civcon Group's numerical total is $10,000.00. The total based on the unit price is $20,000.00. Their written Base Bid Total was $1,870,980.00, and the corrected Base Bid Total is $1,880,980.00.
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****J&L Construction's written Base Bid Total was $2,576,944.00. The corrected Base Bid Total is $2,576,994.00.
I certify that the unit prices entered into this spreadsheet match the written unit prices or are an exact duplicate of the unit prices submitted and certified by the applicable contractor.



RESOLUTION NO. R-2025-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT FOR THE ENGINEERING, DESIGN, AND CONSTRUCTION OF THE 2025 SANITARY SEWER CREEK CROSSING REPLACEMENT PROJECT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Tyler, Texas (the "Issuer") reserves the right to issue debt for the engineering, design, and construction of the Group 7 SS Manhole project (the "Project") and further intends to make certain capital expenditures with respect to the Project and currently reserves the right to reimburse the capital expenditures with proceeds of such debt; and

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

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

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

Part 1: That the City of Tyler reasonably expects to reserve the right to reimburse capital expenditures with respect to the Project with proceeds of future potential debt hereafter which may be incurred by the Issuer, and that this Resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Project is $1,383,873.70.

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

PASSED AND APPROVED, this the 22nd day of October, 2025.

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

ATTEST:

_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM, CITY ATTORNEY

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-14

Date: October 22, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute a contract with King Solutions Services, LLC in the amount of $2,315,219.00 for the Consent Decree Group 7 Sanitary Sewer Mainline Package Bid 25-084 and to adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

Item Reference: **Bid 25-084, Consent Decree, Civil Action No. 6:17-cv-29 effective April 10, 2017**

In 2017, the City of Tyler entered into a Consent Decree with the Environmental Protection Agency (EPA) to address the City's aging wastewater collection system and resulting discharges. The Consent Decree became effective on April 10, 2017.

As a part of this Consent Decree, condition assessments are being performed on the sanitary sewer collection system. The assessments began in 2017, are spread out over an eight (8) year period and are being performed by Pipeline Analysis.

This project includes addressing sewer gravity main asset locations using open cut section and line replacements of approximately 2,250 linear feet (LF), ~10,240 LF of pipe bursting, ~1,720 LF of cured in place pipe (CIPP), aerial crossings, and reconnecting existing services. This includes all incidental items associated with these tasks such as bypass pumping, traffic control, pavement/sidewalk repair, and restoration work.

Bids were opened and read aloud on Tuesday, October 7, 2025 and a total of two (2) bids were received. The low bidder, King Solutions Services, LLC, is the recommended contractor.

Attached for review is the Bid Tabulation and a resolution reserving the right to reimburse expenditures for future construction in the event the City issues revenue bonds.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to execute a contract with King Solutions Services, LLC in the amount of $2,315,219.00 for the Consent Decree Group 7 Sanitary Sewer Mainline Package Bid 25-084 and to adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

Attachments:
Group 7 - Mainline Package Bid Tab
Group 7 Mainline Resolution

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

Edited/Submitted By:
City Manager

Group 7 SS Mainline Package - 25-084 Bid Tab

				King Solution Services, LLC		Lopez Utilities Contractor, LLC	
BID ITEM	**DESCRIPTION**	**UNITS**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**
1	MOBILIZATION	LS	1	$ 156,000.00	$ 156,000.00	$ 160,000.00	$ 160,000.00
2	TRAFFIC CONTROL	LS	1	$ 22,500.00	$ 22,500.00	$ 32,000.00	$ 32,000.00
3	CLEARING AND GRUBBING	AC	1	$ 5,000.00	$ 5,000.00	$ 52,000.00	$ 52,000.00
4	ASPHALT CEMENT STREET REPAIR	SY	1942	$ 135.00	$ 262,170.00	$ 160.00	$ 310,720.00
5	CONCRETE CEMENT STREET REPAIR	SY	391	$ 165.00	$ 64,515.00	$ 180.00	$ 70,380.00
6	BRICK STREET REPAIR	SY	70	$ 56.00	$ 3,920.00	$ 320.00	$ 22,400.00
7	UNPAVED GROUND REPAIR	SY	1867	$ 68.00	$ 126,956.00	$ 25.00	$ 46,675.00
8	SERVICE RECONNECTIONS	EA	72	$ 1,800.00	$ 129,600.00	$ 975.00	$ 70,200.00
9	OPEN CUT - REPLACE SECTION - 6 INCH	LF	983	$ 72.00	$ 70,776.00	$ 165.00	$ 162,195.00
10	OPEN CUT - REPLACE SECTION - 8 INCH	LF	610	$ 95.00	$ 57,950.00	$ 201.00	$ 122,610.00
11	OPEN CUT - REPLACE SECTION - 10 INCH	LF	84	$ 105.00	$ 8,820.00	$ 240.00	$ 20,160.00
12	OPEN CUT - REPLACE SECTION - 12 INCH	LF	185	$ 125.00	$ 23,125.00	$ 265.00	$ 49,025.00
13	OPEN CUT - REPLACE SECTION - 15 INCH	LF	86	$ 145.00	$ 12,470.00	$ 320.00	$ 27,520.00
14	OPEN CUT - REPLACE SECTION - 18 INCH	LF	274	$ 185.00	$ 50,690.00	$ 340.00	$ 93,160.00
15	OPEN CUT - REPLACE LINE (MH TO MH) - 8 INCH	LF	32	$ 95.00	$ 3,040.00	$ 280.00	$ 8,960.00
16	PIPE BURST TO 8"	LF	8827	$ 58.00	$ 511,966.00	$ 52.00	$ 459,004.00
17	PIPE BURST TO 10"	LF	16	$ 60.00	$ 960.00	$ 85.00	$ 1,360.00
18	PIPE BURST TO 12"	LF	1030	$ 68.00	$ 70,040.00	$ 95.00	$ 97,850.00
19	PIPE BURST TO 21"	LF	365	$ 250.00	$ 91,250.00	$ 285.00	$ 104,025.00
20	CURED IN PLACE PIPE LINER(CIPP) - 6 INCH	LF	261	$ 58.00	$ 15,138.00	$ 98.00	$ 25,578.00
21	CURED IN PLACE PIPE LINER (CIPP) - 8 INCH	LF	669	$ 68.00	$ 45,492.00	$ 79.00	$ 52,851.00
22	CURED IN PLACE PIPE LINER (CIPP) - 18 INCH	LF	323	$ 95.00	$ 30,685.00	$ 245.00	$ 79,135.00
23	CURED IN PLACE PIPE LINER (CIPP) - 30 INCH	LF	468	$ 305.00	$ 142,740.00	$ 475.00	$ 222,300.00
24	SANITARY SEWER AERIAL CROSSING (8 INCH)	LF	140	$ 150.00	$ 21,000.00	$ 475.00	$ 66,500.00
25	SANITARY SEWER AERIAL CROSSING (10 INCH)	LF	84	$ 145.00	$ 12,180.00	$ 530.00	$ 44,520.00
26	SANITARY SEWER AERIAL CROSSING (12 INCH)	LF	61	$ 150.00	$ 9,150.00	$ 650.00	$ 39,650.00
27	INSPECTION/POST-CLOSED CIRCUIT TELEVISION VIDEO (CCTV)	LF	18364	$ 6.00	$ 110,184.00	$ 4.75	$ 87,229.00
28	TEMPORARY PLUGS AND BYPASS PUMPING	LS	1	$ 98,500.00	$ 98,500.00	$ 85,000.00	$ 85,000.00
29	TRENCH EXCAVATION PROTECTION (≥5' DEPTH)	LF	3486	$ 7.00	$ 24,402.00	$ 50.00*	$ 174,300.00*
30	CONTINGENCY	LS	1	$ 134,000.00	$ 134,000.00	$ 134,000.00	$ 134,000.00
		TOTAL AMOUNT			**$ 2,315,219.00**		**$ 2,921,307.00**

*Lopez Utilities Contractor's written amount is Fifty Dollars and Zero Cents. The number used was $15.00.

I certify that the unit prices entered into this spreadsheet match the written unit prices or are an exact duplicate of the unit prices submitted and certified by the applicable contractor.



10-08-25

RESOLUTION NO. R-2025-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT FOR THE ENGINEERING, DESIGN, AND CONSTRUCTION OF THE 2025 SANITARY SEWER CREEK CROSSING REPLACEMENT PROJECT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Tyler, Texas (the "Issuer") reserves the right to issue debt for the engineering, design, and construction of the Group 7 SS Mainline project (the "Project") and further intends to make certain capital expenditures with respect to the Project and currently reserves the right to reimburse the capital expenditures with proceeds of such debt; and

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

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

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

Part 1: That the City of Tyler reasonably expects to reserve the right to reimburse capital expenditures with respect to the Project with proceeds of future potential debt hereafter which may be incurred by the Issuer, and that this Resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Project is $2,315,219.

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

PASSED AND APPROVED, this the 22nd day of October, 2025.

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

ATTEST:

_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM, CITY ATTORNEY

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-15

Date: October 22, 2025

Subject: Request that the City Council consider adoption of a Resolution denying ONCOR Electric Company's requested increase to its system-wide transmission and distribution rates within the City and finding that the City's reasonable rate case expenses shall be reimbursed by the Company.

Item Reference: **R-1 on City Council Agenda dated 07/23/2025**

The City is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"). The Oncor Cities Steering Committee (OCSC) is a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area in matters before the Public Utility Commission (PUC or Commission) and the courts.

On June 26, 2025, Oncor Electric Delivery Company LLC ("Oncor" or "Company") filed an application with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about $834 million or approximately 13% over present revenues. The Company asks the City to approve a 12.3% increase in residential rates and a 51.0% increase in street lighting rates. If approved, the impact of this requested increase on an average residential customer would be about $7.90 per month.

In a prior City action, Oncor's rate request was suspended from taking effect for 90 days, the fullest extent permissible under the law. This time period has permitted the City, through its participation with the Steering Committee of Cities Served by Oncor ("Steering Committee"), to determine that the proposed rate increase is unreasonable. Consistent with the recommendations of the experts engaged by the Steering Committee, Oncor's request for a rate increase should be denied.

Accordingly, the purpose of the Resolution is to deny the rate change application proposed by Oncor. Once the Resolution is adopted, Oncor will have 30 days to appeal the decision to the Public Utility Commission of Texas ("PUC") where the appeal will be consolidated with Oncor's filing (PUC Docket No. 58306) currently pending at the PUC.

RECOMMENDATION:

It is recommended that the City Council consider adopting a Resolution denying ONCOR Electric Company's requested increase to its system-wide transmission and distribution rates within the City, authorizing participation with Oncor Cities Steering Committee and hiring of legal counsel and consulting services, and finding that the City's reasonable rate case expenses

shall be reimbursed by the Company.

Attachments:
2025 Oncor Rate Case Denial Resolution.docx

Drafted/Recommended By:
Department Leader Deborah Pullum, City Attorney

Edited/Submitted By:
City Manager

RESOLUTION NO. R-2025-__

A RESOLUTION OF THE CITY OF TYLER, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION TO CHANGE RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH ONCOR CITIES STEERING COMMITTEE; AUTHORIZING THE HIRING OF LEGAL COUNSEL AND CONSULTING SERVICES; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Tyler, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee"), a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area; and

WHEREAS, on or about June 26, 2025, Oncor filed with the City an application to increase system-wide transmission and distribution rates by about $834 million or approximately 13% over present revenues. The Company asks the City to approve an 12.3% increase in residential rates and a 51.0% increase in street lighting rates; and

WHEREAS, the Steering Committee is coordinating its review of Oncor's application and working with the designated attorneys and consultants to resolve issues in the Company's filing; and

WHEREAS, through review of the application, the Steering Committee's consultants determined that Oncor's proposed rates are excessive; and

WHEREAS, the Steering Committee's members and attorneys recommend that members deny the Application; and

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

PART 1: That the rates proposed by Oncor to be recovered through its electric rates charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

PART 2: That the City authorizes continued participation with Oncor Cities Steering Committee and the hiring of legal counsel and consulting services.

PART 3: That the Company shall continue to charge its existing rates to customers within the City.

PART 4: That the City's reasonable rate case expenses shall be reimbursed in full by Oncor.

PART 5: That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

PART 6: That a copy of this Resolution shall be sent to Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Ave., Suite 1900, Austin, Texas 78701.

PART 7: That this Resolution shall become effective upon its passage and approval by the City Council.

PASSED AND APPROVED this 22nd day of October, 2025.

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

ATTEST:

_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-16

Date: October 22, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute the Reconciliation Change Order with Baker and Company Construction, LLC for the West Mud Creek Stream Restoration project, Bid No. 24-036, decreasing the approved contract amount by $145,603.11, from $3,388,043.00 to $3,242,439.89, and approve the release of retainage.

Item Reference: **Council 11/13/2024, Item M-2**

Just south of Rice Road, two (2) tributaries of West Mud Creek (WMC) combine (a confluence). These two (2) tributaries of WMC are Tributary A and Tributary A-1. This project's goal was to address erosion issues and stabilize the creek banks as needed south to Rieck Rd.

The following work was completed:
- The undermining of the concrete rip rap at the downstream sides of both tributaries at Rice Rd was corrected.
- The west creek bank along the Glenwood Church of Christ was stabilized with a gabion basket wall and gabion mattress sections.
- The area just south of the credit union was stabilized with rock rip rap and erosion mesh.
- The east creek bank adjacent to residential properties was stabilized with a gabion mattress.
- A short section of gabion wall stabilized a large storm main outfall and residential property, also on the east bank.
- The outfalls of five (5) storm mains were rebuilt and/or stabilized.
- Residential properties just north of Rieck Rd on the west bank were stabilized with gabion mattresses, and those on the east bank were stabilized with erosion mesh.
- A new flume that doubles as access for maintenance (if needed) was rebuilt off the Glenwood Church of Christ parking lot. The church parking lot that served as the contractor staging area was improved also.

The project was completed ahead of schedule and under budget.

Funding was provided by American Rescue Plan Act (ARPA) funds.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to execute the Reconciliation Change Order with Baker and Company Construction, LLC for the West Mud

Creek Stream Restoration project, Bid No. 24-036, decreasing the approved contract amount by $145,603.11, from $3,388,043.00 to $3,242,439.89, and approve the release of retainage.

Attachments:
2025-09-25_WMC_Stream_Restoration_24-036_RCO_Signed
East Outfall
West Outfall
West Gabion Wall & Mattress
East Side Large Outfall & Gabion Wall
East Gabion Mattress
Rebuilt Outfall
West Side at Rieck Gabion Mattress
East Side at Rieck Erosion Mesh
Repaired Staging Area

Drafted/Recommended By:
Department Leader Darin Jennings, P.E. - City Engineer

Edited/Submitted By:
City Manager

RECONCILIATION CONTRACT CHANGE ORDER
CHANGE ORDER NO. #01

PROJECT NAME: **West Mud Creek Stream Restoration** **DATE:** 09/25/2025

CONTRACTOR: **Baker & Company Construction, LLC**
ADDRESS: **4955 Profit Dr**
Tyler, TX 75707
PHONE NO.: (903) 561-1763

BID NUMBER: 24-036

Item No.	Work Items	Qty	Units (from pull-down list)	Unit Price	SOV	Qty Complete to Date	Amount Complete to Date	Difference in Bid Qty	Difference in Bid Amount
101	Site Preparation	1.00	LS	$ 35,000.00	$ 35,000.00	1.00	$ 35,000.00	0.00	$ -
102	Prepare and Implement SWPPP and Erosion Control	1.00	LS	$ 56,250.00	$ 56,250.00	1.00	$ 56,250.00	0.00	$ -
103	Excavation	1,130.00	CY	$ 37.00	$ 41,810.00	1215.42	$ 44,970.69	85.42	$ 3,160.69
104	Embankment (Select Fill)	930.00	CY	$ 59.00	$ 54,870.00	930.00	$ 54,870.00	0.00	$ -
107	Seeding and Topsoil	1,720.00	SY	$ 11.00	$ 18,920.00	1720.00	$ 18,920.00	0.00	$ -
108	Sod and Topsoil	120.00	SY	$ 40.00	$ 4,800.00	120.00	$ 4,800.00	0.00	$ -
110	Removing Conc (Curb or Curb & Gutter)	30.00	LF	$ 96.00	$ 2,880.00	30.00	$ 2,880.00	0.00	$ -
110	Remove Fence	40.00	LF	$ 72.00	$ 2,880.00	20.00	$ 1,440.00	(20.00)	$ (1,440.00)
111	Install 12' Gate and Fence (Match Existing)	1.00	EA	$ 7,150.00	$ 7,150.00	0.00	$ -	(1.00)	$ (7,150.00)
112	Install 17' Metal A-Frame Gate and Fence (Match Exist.)	1.00	EA	$ 4,950.00	$ 4,950.00	1.00	$ 4,950.00	0.00	$ -
113	Remove Headwall	7.00	EA	$ 2,465.00	$ 17,255.00	7.00	$ 17,255.00	0.00	$ -
114	Project Signs	2.00	EA	$ 550.00	$ 1,100.00	0.00	$ -	(2.00)	$ (1,100.00)
115	Mobilization (5% Max)	1.00	LS	$ 170,000.00	$ 170,000.00	1.00	$ 170,000.00	0.00	$ -
116	8" Flexbase (Grade 2, Type A)	94.00	SY	$ 150.00	$ 14,100.00	94.00	$ 14,100.00	0.00	$ -
117	6" Reinforced Concrete Driveways	82.00	SY	$ 83.00	$ 6,806.00	82.00	$ 6,806.00	0.00	$ -
118	12" PVC (C900)	33.00	LF	$ 186.00	$ 6,138.00	43.00	$ 7,998.00	10.00	$ 1,860.00
119	24" RCP (CL III)	81.00	LF	$ 196.00	$ 15,876.00	18.00	$ 3,528.00	(63.00)	$ (12,348.00)
120	30" RCP (CL III)	5.00	LF	$ 670.00	$ 3,350.00	5.00	$ 3,350.00	0.00	$ -
121	54" RCP (CL III)	11.00	LF	$ 517.00	$ 5,687.00	11.00	$ 5,687.00	0.00	$ -
122	Trench Safety System for Utilities	130.00	LF	$ 111.00	$ 14,430.00	83.00	$ 9,213.00	(47.00)	$ (5,217.00)
123	Junction Box	3.00	EA	$ 17,710.00	$ 53,130.00	3.00	$ 53,130.00	0.00	$ -
124	30" RCP Concrete Safety End Treatment (TY II)(3:1)	1.00	EA	$ 4,030.00	$ 4,030.00	0.00	$ -	(1.00)	$ (4,030.00)
125	36" RCP Concrete Safety End Treatment (TY II)(3:1)	1.00	EA	$ 4,750.00	$ 4,750.00	2.00	$ 9,500.00	1.00	$ 4,750.00
126	54" RCP Concrete Safety End Treatment (TY II)(3:1)	1.00	EA	$ 14,630.00	$ 14,630.00	1.00	$ 14,630.00	0.00	$ -
127	54" RCP Concrete Safety End Treatment (TY II)(4:1)	1.00	EA	$ 14,630.00	$ 14,630.00	1.00	$ 14,630.00	0.00	$ -
128	Concrete Headwall (Located in Gabion Wall)	81.00	CY	$ 2,085.00	$ 168,885.00	22.50	$ 46,912.50	(58.50)	$ (121,972.50)
129	18" Rock Riprap (Protection) (Ungrouted)	1,357.00	CY	$ 145.00	$ 196,765.00	1392.00	$ 201,840.00	35.00	$ 5,075.00
130	Gabion Mattress (including concrete toe,filter fabric, etc.)	2,626.00	SY	$ 190.00	$ 498,940.00	2626.00	$ 498,940.00	0.00	$ -
131	Gabion Basket Wall (including 2' clay cap)	1,500.00	CY	$ 425.00	$ 637,500.00	1500.00	$ 637,500.00	0.00	$ -
132	Permanent Turf Reinforcement Mat	400.00	SY	$ 18.00	$ 7,200.00	960.00	$ 17,280.00	560.00	$ 10,080.00
133	Concrete Tie Beam	182.00	CY	$ 1,020.00	$ 185,640.00	221.67	$ 226,100.00	39.67	$ 40,460.00
134	Soil Nail Anchors (6 inch)	698.00	LF	$ 106.00	$ 73,988.00	698.00	$ 73,988.00	0.00	$ -
135	Soil Nail Anchors (8 inch)	8,122.00	LF	$ 87.00	$ 706,614.00	8495.50	$ 739,108.50	373.50	$ 32,494.50
	BASE BID SUBTOTAL				**$ 3,050,954.00**		**$ 2,995,576.69**		**$ (55,377.31)**
201	Site Preparation	1.00	LS	$ 5,750.00	$ 5,750.00	1.00	$ 5,750.00	0.00	$ -
202	Excavation	460.00	CY	$ 25.00	$ 11,500.00	460.00	$ 11,500.00	0.00	$ -
203	Embankment (Select Fill)	130.00	CY	$ 115.00	$ 14,950.00	130.00	$ 14,950.00	0.00	$ -
206	Sod and Topsoil	320.00	SY	$ 34.00	$ 10,880.00	320.00	$ 10,880.00	0.00	$ -
207	Mobilization (5% Max)	1.00	LS	$ 4,400.00	$ 4,400.00	1.00	$ 4,400.00	0.00	$ -
208	18" Rock Riprap (Protection) (Ungrouted)	90.00	CY	$ 184.00	$ 16,560.00	90.00	$ 16,560.00	0.00	$ -
209	Permanent Turf Reinforcement Mat	1,773.00	SY	$ 13.00	$ 23,049.00	1773.00	$ 23,049.00	0.00	$ -
	ALT A - ETXCU				**$ 87,089.00**		**$ 87,089.00**		**$ -**
	Contingency, Paid Upon Engineer's Approval	**1.00**	**-**	**$ 250,000.00**	**$ 250,000.00**	**0.64**	**$ 159,774.20**	**(0.36)**	**$ (90,225.80)**
CO1	Increase in Lines 118, 119, 133, 135; Decrease in Line 128; Add Grout for 2-12", 1-24" PVC Pipes and Sp Shoring	1.00	LS	$ 127,800.00	$ 127,800.00	0.85	$ 108,600.00		
CO2	Flowable Fill at Rice Rd, East Fork	30.00	CY	$ 395.00	$ 11,850.00	10.00	$ 3,950.00		
CO2	Unused Flowable Load	1.00	LS	$ 1,620.00	$ 1,620.00	1.00	$ 1,620.00		
CO3	Adjust Downspout Piping in CoC Flower Bed	1.00	LS	$ 1,250.00	$ 1,250.00	1.00	$ 1,250.00		
CO4	Additional Rock Riprap at three locations	177.00	CY	$ 145.00	$ 25,665.00	300.00	$ 43,500.00		
CO5	Silt Hauling	240.00	CY	$ 10.00	$ 2,400.00	85.42	$ 854.20		
	FIELD ORDERS				$ 170,585.00		$ 159,774.20		$ (10,810.80)
	CONTINGENCY BALANCE				$ 79,415.00				$ (79,415.00)
				Original contract price:	**$ 3,388,043.00**		**$ 3,242,439.89**		**$ (145,603.11)**

(Change in contract price from previous change order(s)) Previous Field/Change Orders $ - Contract Over/Underrun $ (55,377.31)
(Change in contract price due to this Current Field/Change Orders $ (10,810.80) (Excludes Contingency)
Contingency Balance $ (79,415.00)
Difference in Bid Amount $ (55,377.31)
Adjusted contract price to date: **$ 3,242,439.89** **-4.30%**

Original contract end date / days: 11/1/2025
Previous Field/Change Orders 0
Current Field/Change Orders -32
Adjusted contract date / days: 9/30/2025

RECOMMENDED FOR APPROVAL: Darin Jennings, P.E.
City Engineer

Date

ACCEPTED: Baker & Company Construction, LLC
Contractor

10/8/2025
Date

REVIEWED:
City Attorney's Office

Date

APPROVED: Edward Broussard
City Manager

Date

AGENDA ITEM NUMBER: _____

DATE APPROVED BY COUNCIL: 11/12/2025















