



November 19, 2024

Notice is hereby given of a Regular Meeting of Nacogdoches City Council to be held on the above date in the City Council Chambers of City Hall, 202 E. Pilar Street, Nacogdoches, Texas, beginning at 5:30 p.m. for the purpose of considering the following agenda items.

Some City Council Members may attend via videoconference but a quorum of the City Council and the Presiding Officer will be present at the above-stated physical location. The meeting will be streamed live at: <https://www.nactx.us/21>. There will be an opportunity for the public to comment on agenda items in person in Council Chambers.

**PLEASE LIMIT PRESENTATIONS TO THREE MINUTES
(UNLESS PRIOR APPROVAL IS OBTAINED)**

1. CALL TO ORDER.
2. PLEDGE OF ALLEGIANCE.
3. OPEN FORUM. Open Forum is an opportunity for citizens to address the City Council about items listed on the agenda, as well as on matters that are not specifically listed on the agenda. Alternatively, a citizen may address the City Council about an agenda item when the item comes up for consideration during the meeting. In order to address the City Council, please complete the Public Comment Form and submit it to the City Secretary prior to the start of the meeting. In accordance with the Texas Open Meetings Act, the City Council will not discuss, deliberate, or make any decisions on items not listed on the agenda. Comments are limited to 3 minutes per person.
4. ITEMS TO BE REMOVED FROM CONSENT AGENDA.
5. CONSENT AGENDA: Items included under Consent Agenda require little or no deliberation by Council. Approval of Consent Agenda authorizes the City Manager or his designee to proceed with conclusion of each in accordance with staff recommendations as reflected in the minutes of this meeting.
 - A. Consider entering into a Grant Administration Service Agreement with Traylor & Associates for the 25-26 TxCDBG Application submittal and, if funded, grant administration services. (Purchasing and Contracts Specialist)
 - B. Consider approval of a Historic Restoration Grant (HRG) budget for FY 2025. (Community Services Director)
 - C. Review and accept the Investment Report for the quarter ended September 30, 2024. (Finance Director)
 - D. Consider for approval the purchase, through cooperative contract, of a truck with service body for the Building Maintenance department for the amount of \$59,933.00. (Fire Chief)

6. REGULAR AGENDA: City Council will receive staff recommendations and public input on the following items, and may deliberate and take formal action on the item.
 - A. Presentation by George Ellis, owner of the annual Loblolly Model Train Display. (George Ellis)
 - B. Discuss and consider authorizing the City Manager to negotiate an agreement with Brown Reynolds Watford Architects, Inc. (BRW) to provide professional architectural and engineering services as described in solicitation RFQ 24-10-127, for the design and construction of three new fire stations. (Fire Chief)
 - C. Consider approval of a contract between the City of Nacogdoches and Perdue Brandon Fielder Collins & Mott LLP, for the collection of delinquent municipal liens owed to the City of Nacogdoches. (City Attorney)
 - D. Consider approval of an ordinance amending Chapter 34 – “Environment”, Article II. - “Weeds and Other Offensive Accumulation” and Chapter 14 – “Buildings and Building Regulations”, Article VIII. – “Minimum Urban Standards Code”, Division 4. – “Unsafe Structures”, of the Code of Ordinances of the City of Nacogdoches, Texas; Providing a Severability Clause; Providing a Continuation Clause; Providing a Repeal Clause; and Providing an Effective Date. (City Attorney)
 - E. Receive a presentation on stormwater drainage improvement project updates as part of the Capital Improvement Program (CIP). (Executive Director of Development and Infrastructure)
7. EXECUTIVE SESSION: Executive Sessions are for City Council to receive information and deliberate on matters specified in Subchapter D of the Texas Open Meetings Act. Council may reconvene in open session to vote on the matter.
 - A. Pursuant to Texas Local Government Code Section 551.072, deliberations regarding the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person. The subject of this Executive Session item is to discuss acquisition of property for fire stations.
 - B. Deliberation regarding Economic Development negotiations under Government Code Section 551.087 as follows:
 1. Discuss or deliberate regarding commercial or financial information the governmental body has received from business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; and
 2. Deliberate the offer of financial or other incentives to business prospects described by Subdivision 1 above.

8. Open for action, if any, on Executive Session item(s).

9. ADJOURN.



Rhonda Lewis
City Secretary



This agenda is posted as required under G. C. Section 551.041. For more information or a copy of the Open Meetings Act, please contact Attorney General of Texas at 1-800-252-8011; City Secretary at (936) 559-2506 or visit City of Nacogdoches web site at www.nactx.us.

CERTIFICATION

I certify the notice of meeting was posted in the directory outside of City Hall, 202 E. Pilar Street, Nacogdoches, Texas on November 15, 2024, by 12:00 p.m. and remained posted until the meeting convened.

Rhonda Lewis, City Secretary

PRESENTER:

ITEM/SUBJECT: Consider entering into a Grant Administration Service Agreement with Traylor & Associates for the 25-26 TxCDBG Application submittal and, if funded, grant administration services. (Purchasing and Contracts Specialist)

SUMMARY/BACKGROUND: The Texas Department of Agriculture offers a rural economic development grant known as the Community Development Block Grant (TxCDBG) Program for Rural Texas. The primary objective of this program is to develop viable communities by providing decent housing and suitable living environments, expanding economic opportunities principally for persons of low-to-moderate income.

The Community Development fund is the largest fund category in the TxCDBG program. This fund is available on a biennial basis for funding through a competition in each of the 24 state planning regions.

Although most funds are used for public facilities (water/wastewater infrastructure, street and drainage improvements and housing activities), there are numerous other activities for which these funds may be used. Funds are allocated to each state planning region to ensure a broad geographic distribution of funds as described in the one-year action plan. Due to the extreme complexities of the regulations on the use of these funds, the City determined that there was a need for an experienced Grant Administrator to help guide staff through the procurement and construction process as well as the provision of reporting and administrative support. An RFP for Administrative Services was released, and we received three responses from eight vendors. After an extensive review and scoring process by the reviewing committee comprised of Purchasing Specialist Flores, Finance Director, Rebecca Elliott, and Director of Public Works/City Engineer Case Opperman, Traylor & Associates was chosen to provide grant administration services for CDBG Grant funding.

As part of legislative guidelines, the costs of these services are an eligible use of CDBG funds, leaving no budgetary impact on the City. Traylor & Associates will assist in the application process that is due December 9, 2024. If the City is awarded the grant, then the contract will transition from a grant application contract to a grant administration contract. Additionally, if the initial application submitted on December 9th scores high enough, the city will be invited to submit a 2nd application. That application will be due by April 2, 2025.

FINANCIAL:

As part of legislative guidelines, the costs of these services are an eligible use of CDBG funds, leaving no budgetary impact on the City.

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

CITY CONTACT: Drew Flores, Purchasing and Contract Specialist
floresd@nactx.us
(936) 559-2539

ATTACHMENTS:

1. Resolution - Nacogdoches
2. Traylor Proposal - City of Nacogdoches
3. 25-26 CDBG RFP Evaluation

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NACOGDOCHES, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND.

WHEREAS, the City Council of the City of Nacogdoches desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, it is necessary and in the best interests of the City of Nacogdoches to apply for funding under the Texas Community Development Block Grant Program;

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

1. That a Texas Community Development Block Grant Program application for the Community Development Fund is hereby authorized to be filed on behalf of the City with the Texas Department of Agriculture, and to be placed in competition for funding under the Community Development Fund.
2. That the City of Nacogdoches commits to dedicating no less than 51 % of grant funds for activities identified by the state planning region as First Priority.
3. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.
4. That the City of Nacogdoches is committing to provide \$112,500.00 in matching funds toward the application's activities, with the specific usage and funding source to be determined prior to any award of grant funding.

Passed and approved this day of November, 2024.

Mayor

Randy Johnson,

Rhonda Lewis, City Secretary



**Governmental
Consultants &
Planners**

October 14, 2024

Funding Research

Application Preparation

Grant Management

Government Liaison

Environmental Services

Financial Management

Community Development

Hazard Mitigation Assistance

Disaster Recovery

Economic Development

Housing Programs

Mr. Drew Flores, CPM
Purchasing and Contracts Specialist
City of Nacogdoches
202 East Pilar Street, Office 332
Nacogdoches, Texas 75961

Re: RFP for 2025/2026 CDBG
Administrative Services

Dear Mr. Flores:

Thank you for giving Traylor & Associates the opportunity to present our qualifications and experience for administration and management services for this important CDBG project.

Our firm has served the grant management consulting needs of more than 200 communities and counties throughout Texas since 1974. To date, we have administered more than \$2 billion in federal and state funds. While Traylor & Associates is the longest-serving firm in Texas, our ongoing capacity to perform has made us one of the most widely used grant management firms in the state.

In addition to the service package detailed in the enclosed document, we are pleased to provide a summary of our firm's experience, work performance and references. We have established long-standing relationships with clients throughout the entire state, and we encourage you to contact any of them for reference purposes.

If you need any additional information or clarification, feel free to contact me at mark.taylor@grtraylor.com.

Thank you for your interest in our firm.

Sincerely,

Mark Taylor
President

**Serving State &
Local Governments
Since 1974**

TYLER
201 Cambridge Road
P.O. Box 7035
Tyler, Texas 75711-7035
903 • 581 • 0500
www.grtraylor.com

"Always working for your community...ALWAYS"

PROFESSIONAL GRANT ADMINISTRATION SERVICES



2025-2026 TEXAS DEPARTMENT OF AGRICULTURE (TDA) TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT (TXCDBG)

CITY OF NACOGDOCHES
202 EAST PILAR STREET
NACOGDOCHES, TEXAS 75961

OCTOBER 14, 2024

Nacogdoches

TX

- 📞 903.581.0500
- 🌐 www.grtraylor.com
- ✉ info@grtraylor.com
- 📍 201 Cambridge Rd.
Tyler, TX 75703



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EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

Gary R. Traylor & Associates, Inc. is a full-service grant application and management firm dedicated to assisting local governments, special districts, and other entities in their efforts to identify, secure, and manage grant funding to improve Texas communities. As the longest-serving grant management firm in the State, our experience acquiring and administering grant funds through both state and federal agencies is unsurpassed.

Quality • Efficiency • Integrity • Dedication • Innovation • Teamwork

While our company has grown and evolved since its formation in 1974, our standards of performance have remained consistent. Our core values are the foundation upon which we have built our reputation and remain the basis of our long-standing relationships with the communities we serve. We continue to incorporate these ideals into our daily lives as we strive to provide quality professional services leading to funding solutions that enhance and improve the quality of life for all Texans.

Grant Program Experience

We are committed to providing the City of Nacogdoches and the residents it serves with the most capable and qualified team of professionals in our field. Averaging 15 years of direct grant management experience, each member of our team possesses the knowledge and expertise necessary to successfully secure funding, ensure compliance with program requirements, maintain accurate financial record keeping, and will prioritize communication with City staff throughout the life of each grant contract. Our team is currently managing all facets of grant-assisted projects, including infrastructure, acquisition/buyout/elevation of repetitive loss properties, equipment/vehicle purchase, and housing rehabilitation programs funded through over 30 individual programs administered by 9 agencies, including:



Our firm's longevity, combined with retention of staff, has allowed for multi-generational relationships with public entities as we've partnered with local officials and staff to build resilient infrastructure, plan for economic growth, and ensure safe and sustainable communities.

EXECUTIVE SUMMARY

Project Experience

With nearly fifty years of practice to our credit, Traylor & Associates has worked with public entities to complete a wide range of projects. From constructing 600-acre detention ponds to replacing 12-inch driveway culverts, installing 250,000-gallon elevated storage tanks to repairing yard lines, we recognize the differing needs of the communities we serve. We have the capacity to meet the demands levied upon us by large-scale projects in metropolitan areas, while still maintaining a desire and willingness to assist small, rural communities.

WE'RE HERE TO HELP

Grants are complex. It's easy for City staff and officials to feel overwhelmed trying to locate and secure funding to meet the needs of their community. But it doesn't need to be that way. Our services extend well beyond simply checking boxes and filling out forms. Our team will expertly and confidently guide you through each step of the process from application submittal to closeout and monitoring, including:

Application Preparation	Public Outreach
Financial Management	Labor Standards Compliance
Environmental Assessment/Review	Program / Project Closeout

With decades of experience in grant administration, our continued pursuit of education and accreditations further demonstrates our passion for what we do. Our team consists of three (3) Certified Floodplain Managers (CFM), a licensed Professional Engineer, Emergency Management Coordinators, and several former City and County staff. All employees of Traylor & Associates are TxCDBG Certified Administrators to ensure familiarity with Uniform Grant Management Standards. The diverse knowledge possessed by our team allows us to better understand the challenges faced by local staff and the residents they serve.

Our firm's achievements and history of success are due in no small part to the emphasis we place on coordination and communication between stakeholders. Our commitment to our core principles and dedication to developing solutions to meet community needs has led to many noteworthy accomplishments on behalf of our clients, examples of which are detailed throughout this proposal.

We look forward to the opportunity to partner with the City of Nacogdoches to construct meaningful improvements that promote revitalization and economic development now and in the future.



EXPERIENCE

COMPANY HISTORY

Traylor & Associates is the longest-serving grant management firm in Texas. Since 1974, the firm has successfully managed more than \$2 Billion in federal and/or state-assisted projects for more than 200 public entities. We assist in identifying, writing, and administering grant funds in an economically feasible and efficient manner to ensure the health, safety, and sustainability of communities.

Traylor & Associates, Inc. is a Texas-based corporation, operating since 1974.

Gary R. Traylor is the principal, sole owner and point of contact.

Corporate Headquarters: Traylor & Associates, Inc.

201 Cambridge Road

Tyler, Texas 75703

903.581.0500

info@grtraylor.com

Southeast Texas

Office:

114 Main Street

Newton, Texas 75966

Collectively, our professional staff members have more than 200 years of experience implementing grant management programs for: community enhancement, economic development, disaster recovery, and housing projects for communities throughout Texas.

The firm has worked has decades of experience working with state and federal agencies. Traylor & Associates specializes in the development, implementation, and administration of programs on behalf of state and local governments, special districts, and other public service entities.

From the beginning, our team has been dedicated to providing quality professional services leading to funding solutions for local governments in Texas. Our core values have always been and remain:

- **Quality** - committing ourselves to the pursuit of excellence in everything we do.
- **Efficiency** - committing to the provision of services that are cost-efficient and effective.
- **Integrity** - believing that our personal and professional integrity is the basis of public trust.
- **Dedication** - taking pride in our commitment to public services and to the support of the people we are privileged to serve.
- **Innovation** - committing to developing an environment which inspires and promotes innovation, fosters dynamic leadership and rewards creativity among our staff and those we serve.
- **Teamwork** - believing that our vision and values are best realized by individuals working in teams.



GRANT ADMINISTRATION EXPERIENCE

REQUIREMENTS	EXPERIENCE					
	CDBG	EDA	CDBG-MIT	CDBG-DR	HMGP	ARPA
Grant Management & Administration	☆	☆	☆	☆	☆	☆
Procurement & Compliance with 2 CFR 200	☆	☆	☆	☆	☆	☆
Project Identification & Eligibility Determination	☆	☆	☆	☆	☆	☆
Project/Program Design & Development	☆	☆	☆	☆	☆	☆
Project Management	☆	☆	☆	☆	☆	☆
Duplication of Benefits (DOB) Review	☆	☆	☆	☆	☆	☆
Financial Assistance	☆	☆	☆	☆	☆	☆
Labor & Wage Compliance	☆	☆	☆	☆	N/A	☆
Construction Oversight	☆	☆	☆	☆	☆	☆
Uniform Administration Requirements, Cost Principles, Audit Compliance	☆	☆	☆	☆	☆	☆
Environmental Review Records	☆	N/A	☆	☆	☆	☆
Uniform Relocation Act, Fair Housing, Section 504	☆	☆	☆	☆	☆	☆
Reporting	☆	☆	☆	☆	☆	☆
Monitoring & Audit	☆	☆	☆	☆	☆	☆
Recordkeeping & Document Retention	☆	☆	☆	☆	☆	☆
Closeout	☆	☆	☆	☆	☆	☆

WORK EXPERIENCE

Traylor & Associates is the longest-serving grant management firm in Texas. Since 1974, the firm has successfully managed more than \$2 Billion in federal and/or state-assisted projects for more than 200 public entity clients. We assist in identifying, writing, and administering grant funds in an economically feasible and efficient manner to ensure the health, safety, and welfare of communities. Our expertise is concentrated in, but not limited to:

COMMUNITY DEVELOPMENT

Our firm finds solutions to financing and managing a variety of community development projects, both tangible and intangible in nature. Traylor & Associates also undertakes endeavors to eliminate a variety of health risks created by contaminated water supplies, inadequate sewer, water, and drainage systems, and damaged infrastructure.

COMMUNITY DEVELOPMENT			
CLIENT NAME	PROGRAM	VALUE	DESCRIPTION
City of Bridgeport	TxCDBG-DRP	\$500,000	Downtown Sidewalk Improvements
Newton County	TxCDBG	\$500,000	Water System Improvements
City of Newton	TxCDBG-DRP	\$500,000	Downtown Sidewalk Improvements
City of Rusk	TxCDBG	\$500,000	Street Improvements

COMMUNITY ENHANCEMENT

Traylor & Associates strives to revitalize downtowns and promote healthy communities by creating pedestrian friendly environments, encouraging tourism, preserving historic structures, and strengthening the social fabric.

COMMUNITY ENHANCEMENT			
CLIENT NAME	PROGRAM	VALUE	DESCRIPTION
City of Center	TxCDBG	\$350,000	Solar Power System Installation
City of Crockett	TxCDBG	\$150,000	Equipment Services and Construction
City of Kirbyville	TxCDBG	\$350,000	Neighborhood Facilities
City of Athens	TxCDBG-FAST	\$505,000	Fire Equipment/Vehicle



WORK EXPERIENCE

ECONOMIC DEVELOPMENT

In rural America, a community will quite often survive or exist because of a single employer or industry. To diversify its local economy, incentives are needed to become competitive with other communities. Additionally, business retention and expansion are vital to the economic wellbeing of a community. We assist communities in identifying grant funding that will accomplish three overall economic development goals:

1. Create and retain jobs

2. Generate real estate improvement

3. Provide the necessary infrastructure or expansion to improve the local economy

ECONOMIC DEVELOPMENT

CLIENT NAME	PROGRAM	VALUE	DESCRIPTION
City of Ennis	TCF	\$1,000,000	Street Improvements (Buc-ee's)
Lamar University	CDBG-DR	\$11,000,000	Specially Authorized Public Facilities & Improvements and Public Services
City of West Orange	EDA	\$5,000,000	Wastewater Improvements (OCWCID #2)
City of Giddings	TDA-RED	\$1,200,000	Parking, Restroom, Pavilion Facilities Imp.

PLANNING

Our team's experience coordinating a diverse range of projects provides valuable insight to how residents live, work, and play. For nearly 50 years, we have supported communities in their efforts to plan for growth, provide a safe environment, expand economic opportunities, and improve the future for their residents.

PLANNING STUDIES

CLIENT NAME	PROGRAM	VALUE	DESCRIPTION
Newton County	BRIC	\$88,000	Hazard Mitigation Planning Study
City of Bridgeport	TxCDBG-PCB	\$55,000	Development of Planning Studies
City of Kaufman	TxCDBG-PCB	\$63,250	Development of Planning Studies



WORK EXPERIENCE

HOUSING

Traylor & Associates has experience in programs operated by the US Department of Housing and Urban Development and designated state agencies administering HUD funds. Since 1974, the company has been engaged full-time in the field of housing rehabilitation with projects including comprehensive neighborhood revitalization, housing rehabilitation, and slum prevention projects. We have developed and engaged housing rehabilitation programs in 70 different non-entitlement jurisdictions that resulted in the collective rehabilitation or reconstruction of more than 4,050 single-family dwelling units at a cost of \$57 Million.

HOUSING			
CLIENT NAME	PROGRAM	VALUE	DESCRIPTION
City of Center	HOME-HRA	\$413,600	Housing Reconstruction
City of Eastland	HOME-HRA	\$307,800	Housing Reconstruction
Newton County	CDBG-DR	\$18,035,447	Homeowner Assistance, Buyout & Demo.
City of Ore City	HOME-RSP	\$97,000	Housing Reconstruction
City of Troup	HOME-HRA	\$206,800	Housing Reconstruction

DISASTER RELIEF/URGENT NEED

We assist long-term recovery efforts and restore damaged infrastructure such as water and sewer facilities, streets, flood and drainage facilities, and housing. Since 2010, we have administered numerous disaster recovery contracts and facilitated rebuilding efforts all over Texas. We have also prepared more than 200 environmental review records to support rebuilding efforts following Hurricane Ike.

DISASTER RELIEF/URGENT NEED			
CLIENT NAME	PROGRAM	VALUE	DESCRIPTION
City of Bridge City	CDBG-DR	\$5,057,772	Water & Flood & Drainage Improvements
Newton County	CDBG-DR	\$1,609,719	Street Improvements
Orange County	CDBG-DR	\$10,934,201	Flood & Drainage Improvements & Fire Protection Facilities & Equipment
City of Vidor	CDBG-DR	\$5,962,617	Street & Flood & Drainage Improvements
City of West Orange	CDBG-DR	\$12,336,821	Street, Sewer, Fire Protection Facilities & Equipment & Flood & Drainage Improvements



WORK EXPERIENCE

HAZARD MITIGATION

Texas is prone to a variety of hazards that put all community assets at risk, including buildings, roads, bridges, water/sewer lines, and people. We help develop mitigation measures to protect people and structures while minimizing taxpayer costs of future disaster response and recovery; ultimately leading to safer and more resilient communities.

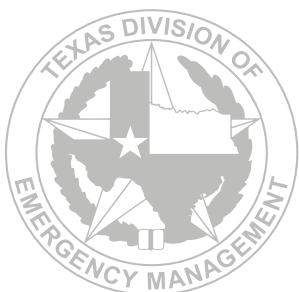
Our clients have recently capitalized on an abundance of funding made available through various programs in response to Hurricane Harvey (DR-4332), the 2021 Winter Storm (DR-4586), Tropical Storm Imelda (DR-4466), and the COVID-19 Pandemic (DR-4485). As a result our Project Managers have obtained more than **\$300,000,000 in Hazard Mitigation Assistance (HMA)** to construct drainage improvements, install generators at critical facilities, build EOCs and safe rooms, perform elevation/acquisition of repetitive loss properties, and purchase early warning systems.

HAZARD MITIGATION			
CLIENT NAME	PROGRAM	VALUE	DESCRIPTION
City of Bridge City	HMGP	\$4,000,000	Bridge City Marsh Reclamation
City of West Orange	HMGP	\$8,692,939	City-wide Ditch/Channel Improvements
Orange County	HMGP	\$3,934,801	DR-4332 Home Elevations
Orange County	FMA	\$6,450,172	2019 Home Elevations

CDBG-MIT

Rather than focusing on recovery from previous disasters, CDBG-MIT has afforded our team the unique chance to present large-scale, forward-looking projects that increase community resilience. Our team is proud to be an integral part of projects employing innovative and adaptive solutions to mitigate damages and loss of life and property during future disaster-level events.

CDBG-MIT			
CLIENT NAME	PROGRAM	VALUE	DESCRIPTION
City of Alice	CDBG-MIT	\$6,942,192	Virginia Street Drainage Improvements
City of Cameron	CDBG-MIT	\$14,268,150	Little River Pump Station Improvements
Newton County	CDBG-MIT	\$3,687,657	Street, Flood & Drainage Improvements
City of Vidor	CDBG-MIT	\$15,960,900	City-wide Detention Ponds & Channel Imp.
City of West Orange	CDBG-MIT	\$3,790,353	City-wide Ditch/Channel Improvements



WORK PERFORMANCE: CITY OF MINEOLA STREET IMPROVEMENTS

Various streets in the City of Mineola are in need of reconstruction due to cracking and deteriorated pavement. The roadway conditions create unsafe driving for emergency response vehicles or any other persons utilizing the road.

The City will reconstruct the roads by utilizing pulverization and cement stabiliation, installation of HMA, prime coat, adjust manhole, culvert replacement, ditch grading and all associated appurtenances.

This project will benefit residents along McDaniel Street and Newsome Street.

Project Cost: \$345,510 | Timeline: March 2023 to Present

Key staff assigned: Wanda Vance

**Client primary contact : Mercy Rushing, City Manager
903-569-6183 | mrushing@mineola.com**

WORK PERFORMANCE: CITY OF CROCKETT STREET IMPROVEMENTS

Martin Luther King Boulevard, is the main artery for the City due to it being a direct route to the High School, School Admin office, and the only access to the FEMA funded storm shelter, is in need of reconstruction due to deteriorated conditions.

The City will reconstruct Martin Luther King Boulevard by utilizing HMAC pavement, stabiliation material, and all associated appurtenances.

This project will benefit residents city-wide.

Project Cost: \$402,500 | Timeline: February 2023 to Present

Key staff assigned: Wanda Vance

Client primary contact: John Angerstein, City Manager

936-544-5156 | angersteinj@croctettexas.org

WORK PERFORMANCE: CITY OF WEST ORANGE STREET IMPROVEMENTS

The City of West Orange received \$275,000 for street improvements to reconstruct approximately 3,892 linear feet of pavement along Austin Avenue. This project will benefit over 1,000 residents, remove a potential threat to public safety, and improve access in the area. This project was completed on time and in budget.

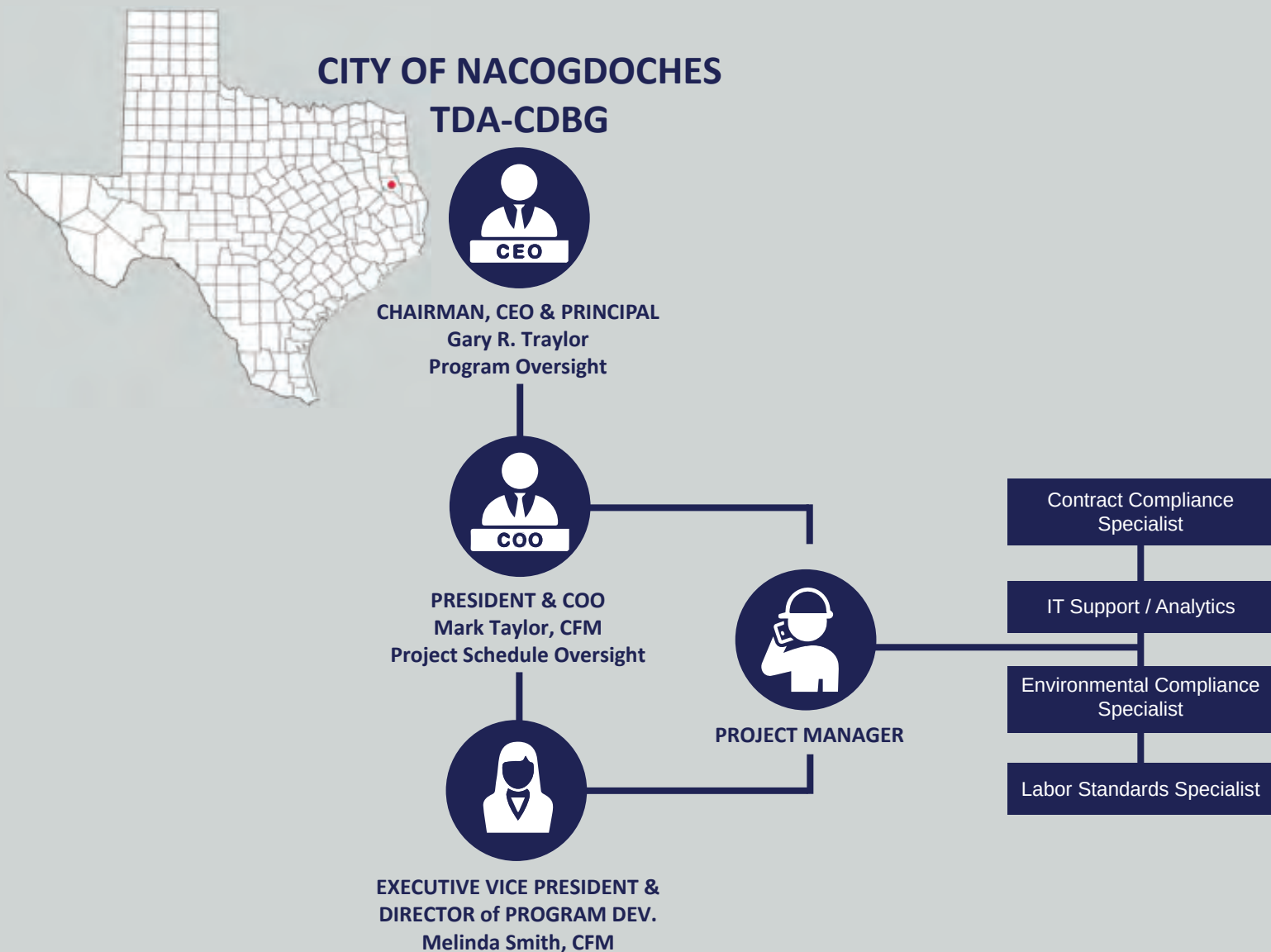
Project Cost: \$275,000 | Timeline: 2020 to 2021

Key staff assigned: Melinda Smith

Client primary contact : Jon Sherwin, Director of Public Works

409-883-3468 | jsherwin@cityofwestorange.com

ORGANIZATIONAL CHART



The range of our services reflects hundreds of years of experience. Each member of the Traylor & Associates staff has received extensive training and naturally assumed a role best suited to their skillset, education, and experience.

As program requirements vary, each grant opportunity will be assigned a team consisting of a Project Manager who will serve as the primary contact for the grant, an Assistant Project Manager who will support financial recordkeeping and maintenance of project records, and an Environmental Compliance Specialist. While it is possible more than one team may be assembled due to the complexity of applications and overlapping deadlines for submittal, a single Project Manager will oversee coordination between team members to ensure that there is no duplication of efforts, provide efficient communication and reduce the amount of time the City's staff uses to distribute the information to our team.

Traylor & Associates believes each project undertaken is of vital importance. The company's long and proven history shows that each team assembled will ensure accountability and success.

Gary R. Traylor

Chairman | CEO



Phone:
903-581-0500 ext. 221

E-mail:
gary.traylor@grtraylor.com

PROFILE

Gary's career has included serving as a financial/grant consultant for over 170 Texas cities and counties with respect to housing, community development, and economic development projects.

Mr. Traylor is widely respected for his proven record in the procurement of grants involving competitive selection.

QUALIFICATIONS

YEARS OF EXPERIENCE

- 50 years of experience managing federally funded projects

AREAS OF EXPERTISE

- Disaster Recovery Funding, including CDBG-DR and HMGP
- HUD entitlement and non-entitlement funding
- Economic Development
- Affirmatively Furthering Fair Housing Reviews and Compliance

WORK EXPERIENCE

HURRICANE IKE ROUND 2.2 DISASTER RECOVERY

Galveston County, Texas / \$31,558,883 (2013 - 2022)

Responsible for financial oversight and program management of large-scale drainage improvements and repairs to streets and water and sewer facilities damaged by Hurricane Ike.

HURRICANE IKE ROUNDS 1, 2.1, and 2.2 DISASTER RECOVERY

City of Bridge City, Texas / \$16,864,879 Combined (2009-2016)

Provided program compliance and oversight of multi-faceted contract to repair and harden facilities damaged by extensive citywide flooding as a result of storm surge during Hurricane Ike.

BROADBAND CDBG-MIT

Deep East Texas Council of Governments (DETCOG) / \$45,031,528 (January 2021 - Present)

Provide oversight to ensure compliance with program requirements for a seven county broadband project designed to provide residential service to LMI households.

EDUCATION/LICENSES/TRAINING

- University of Texas - Tyler - Bachelor of Science, Political Science
- Certified Administrator - Texas Department of Agriculture, 1977 - Present
- TxDOT Local Government Project Procedures (LGPP) Certification, 2012 - Present
- TDA Application and Implementation Workshops, 1983 - Present
- HUD, GLO, and TDA Environmental Workshops, 1983 - Present

Mark Taylor, RMLLO, CFM

President | Chief Operating Officer



Phone:
903-581-0500 ext. 223

E-mail:
mark.taylor@grtraylor.com

PROFILE

Mark joined Traylor & Associates in April 2002. He is well versed in residential construction, business management and grant administration.

He has assisted communities throughout the state with housing and infrastructure grant administration for over 21 years and currently provides oversight of all firm contracts.

QUALIFICATIONS

YEARS OF EXPERIENCE

- 22 years' Grant Administration, including 6 years' HUD Entitlement Administration

AREAS OF EXPERTISE

- Disaster Recovery Program Administration, including CDBG-DR and HMGP
- Housing Program Administration - TDHCA and GLO Disaster
- Recovery Funding Public Outreach / Compliance with Citizen Participation requirements

WORK EXPERIENCE

HURRICANE IKE ROUND 2.2 - DISASTER RECOVERY

Lamar University / \$11,000,000 (August 2015 – December 2018)

Responsible for financial management and project coordination of disaster recovery funding utilized to construct a building to house the SBDC and employment training center to develop business technologies and support entrepreneurial endeavors.

2016 FLOODS DISASTER RECOVERY - HOUSING /INFRASTRUCTURE

Newton County, Texas / \$28,646,483 (July 2018 – Present)

Oversee residential repair, reconstruction, elevation and new construction programs throughout the County. Manage and coordinate infrastructure projects addressing damage received during the 2016 Floods, reconstruction of more than 30 miles of rural county roads.

HMGP - HURRICANE LAURA

City of Newton, Texas / \$543,200 (Pending)

Manage and coordinate with City staff and engineers on the installation of generators at the City Hall and Water Booster Plant for Hurricane Laura recovery projects to ensure continuous operation.

EDUCATION/LICENSES/TRAINING

- Le Tourneau University - Bachelor of Science Business Management
- TDA Application and Implementation Workshops, 2002 - Present
- Licensed Residential Mortgage Loan Originator (RMLO# 410446)
- HUD, GLO, TDHCA, TDA Environmental Workshops, 2011 - Present
- Certified Floodplain Manager
- Certified Administrator Texas Dept. of Agriculture, 2002 - Present
- TxDOT Local Gov't Project Procedures (LGPP) Certification, 2012 - Present

Melinda Smith, CFM

Executive Vice President



Phone:
903-581-0500 ext. 219

E-mail:
melinda.smith@grtraylor.com

PROFILE

Melinda joined Traylor & Associates in August 2017. She has been dedicated to serving the communities of Texas as a Governmental Consultant since 2011.

Recognizing the importance of ensuring that local governments are provided with the knowledge and resources necessary to comply with federal, state and local regulations, she assists communities throughout every step of the grant process from application to close-out.

QUALIFICATIONS

YEARS OF EXPERIENCE

- 13 years' Grant Management experience
- 12 years of experience in the legal field and real estate

AREAS OF EXPERTISE

- Disaster Recovery Funding, including CDBG-DR, HMGP, FHWA-ER and EDA-DR
- TxCDBG and TxDOT Project Management
- Large-scale flood control and drainage projects
- Acquisition of real property
- Mitigation projects, including CDBG-MIT and HMA

WORK EXPERIENCE

GLO/CDBG-DR SEWER IMPROVEMENTS

City of Orange, Texas / \$1,000,000 (March 2023 - Present)

Manage and coordinate with City staff and engineer on the replacement of deteriorated sewer lines that cause backup of sanitary sewer into homes and spills into backyards of residents which is an unacceptable health hazard.

CDBG-MIT

City of Vidor, Texas / \$15,801,291 (October 2021 – Present)

Project manager for multi-project, multi-site contract to increase resiliency and harden infrastructure. Construction consists of improvements to existing flood control structures and construction of four detention ponds.

EDA/CDBG-DR WWTP EXPANSION

City of West Orange, Texas / \$6,250,000 (August 2019 – Present)

Manage multi-agency effort to expand infrastructure to support economic recovery following Hurricane Harvey. Responsible for reporting through GLO and EDA, DOB review, and act as primary contact to ensure progress and compliance with all program requirements.

EDUCATION/LICENSES/TRAINING

- Texas A & M Commerce, 2008
- Certified Floodplain Manager
- Real Estate License Certification
- TDA Application and Implementation Workshops, 2011 - Present
- HUD Fraud and Waste Prevention Training, 2020
- Certified Administrator - Texas Dept. of Agriculture, 2011 - Present
- TxDOT Local Gov't Project Procedures (LGPP) Certification, 2012 - Present

Wesley Traylor

Vice President | Chief Financial Officer



Phone:
903-581-0500 ext. 226

E-mail:
wesley.traylor@grtraylor.com

PROFILE

Wesley joined Traylor & Associates in 2013 and has been dedicated to serving the communities of Texas as a consultant since that time.

With focus on customer service and stakeholder communication, his extensive knowledge of state and federal processes results in the successful recovery and revitalization of cities and counties throughout Texas.

QUALIFICATIONS

YEARS OF EXPERIENCE

- 11 years' grant funding experience
- 13 years' related professional experience

AREAS OF EXPERTISE

- Economic Development and Tax Incentives
- Disaster Recovery Funding, including CDBG-DR
- HMGP Benefit Cost Analysis
- Compliance with Local, State, and Federal Requirements

WORK EXPERIENCE

FLOOD AND DRAINAGE IMPROVEMENTS

City of Jefferson, Texas / \$1,979,625 (June 2019 – May 2022)

Provide financial and program management of flood and drainage improvements to aid in the City's recovery following the 2016 Flood and Storm events.

BROADBAND CDBG-MIT

Deep East Texas Council of Governments (DETCOG) / \$45,031,528 (January 2021 - Present)

Provide project delivery services to ensure compliance with program requirements for a seven county broadband project designed to provide residential service to LMI households.

WASTEWATER TREATMENT PLANT IMPROVEMENTS

City of Buffalo, Texas / \$9,725,000 (October 2020 - present)

Coordinate with City staff, engineers, and the General Land Office to lead project and ensure successful completion and timely closeout.

EDUCATION/LICENSES/TRAINING

- Texas A & M University - B.B.A., 2012
- Certified Administrator - Texas Department of Agriculture, 2013 - Present
- TxDOT Local Government Project Procedures (LGPP) Certification, 2018 - Present
- TDA Application and Implementation Workshops, 2013 - Present
- HUD, GLO, and TDA Environmental Workshops, 2013 - Present

Wanda Vance

Vice President | Project Manager



Phone:
903-581-0500 ext. 224

E-mail:
wanda.vance@grtraylor.com

PROFILE

Wanda joined Traylor & Associates in March, 2004, and has since served numerous cities throughout the state in meeting their current and future needs.

By working closely with each community and its engineering firm, local leaders and staff are assured of complete compliance with all local, state, and federal regulations.

QUALIFICATIONS

YEARS OF EXPERIENCE

- 20 years' experience administering HUD-funded grants
- 15 years' construction management experience

AREAS OF EXPERTISE

- CDBG-Community Development Fund
- Community Needs Assessments
- Compliance with Local, State, and Federal requirements
- CDBG-DR Disaster Recovery

WORK EXPERIENCE

PIN OAK CREEK

City of Kirbyville, Texas / \$984,550 (April 2018 - Present)

Provide program management for channel improvements funded under the 2015 Flood Program. Project involves extensive coordination and permitting with regulatory agencies.

SEWER SYSTEM IMPROVEMENTS

City of Wills Point, Texas / \$402,500 (March 2022 - Present)

Project consists of replacing deteriorated sewer lines, manholes, related pavement repair, service reconnections, and all associated appurtenances, to improve maintenance issues and the threat to public safety.

SIDEWALK IMPROVEMENTS

City of Pittsburg, Texas / \$402,500 (March 2022 - Present)

Reconstruction and installation of deteriorated and non-ADA compliant concrete sidewalk, curb and gutter, ADA ramps, street lights, and all associated appurtenances, to improve the sidewalks for pedestrian traffic.

EDUCATION/LICENSES/TRAINING

- Business Management - Tyler Junior College
- Career Track Marketing and Management
- Homeland Security Capacity Building and Source Water Protection
- HUD, GLO, and TDA Environmental Workshops, 2004 - Present
- TDA Application and Implementation Workshops, 2004 - Present
- Certified Administrator - Texas Department of Agriculture, 2004 - Present

Katlin Fox-Brown, PE, CFM

Project Manager



Phone:
903-581-0500 ext. 242

E-mail:
katlin.foxbrown@grtraylor.com

PROFILE

A licensed professional engineer, Katlin possesses both technical and real world expertise in application, project, and overall program development.

Her education and training are complimented by a desire to serve the communities of Texas. Her attention to detail and understanding of all phases of a project make her a valuable resource to communities as they pursue projects vital to improving quality of life for residents.

QUALIFICATIONS

YEARS OF EXPERIENCE

- 6 years' engineering experience with a focus in drainage/stormwater management

AREAS OF EXPERTISE

- NEPA & 24 CFR (Part 58) Compliant Environmental Reviews
- Benefit-Cost Analyses (BCAs) for FEMA HMA programs
- Hazard MAP development
- Disaster Recovery including CDBG-DR, FEMA, HMGP

WORK EXPERIENCE

CDBG-MIT - WATER IMPROVEMENTS

City of Cameron, Texas / \$14,268,150 (December 2021 - Present)

Coordinate with City staff, project engineer, and TWDB to manage multi-project contract to ensure City's water supply remains available during future disaster events.

HAZARD MITIGATION ACTION PLAN (HMAP)

Newton County, Texas / \$311,941 (2021 – Present)

Responsible for updating the existing HMAP and certifying compliance with TDEM and FEMA regulations.

CDBG-MIT - FLOOD and DRAINAGE IMPROVEMENTS

City of Alice, Texas / \$7,012,315 (November 2021 - Present)

Maintain financial records, establish programmatic compliance procedures, and provide oversight of the City's CDBG-MIT flood and drainage project.

EDUCATION/LICENSES/TRAINING

- Texas A & M University, 2016
- Licensed Professional Engineer
- Certified Administrator - Texas Department of Agriculture, 2021 - Present
- TDA Application and Implementation Workshops, 2021 - Present
- Certified Floodplain Manager

John Besteiro

Project Manager



Phone:
903-581-0500 ext. 227

E-mail:
john.besteiro@grtraylor.com

PROFILE

John has been dedicated to serving the communities of Texas since 2012. Prior to joining the Traylor team, he spent over a decade as a Grant Manager for the General Land Office.

Having managed some of the largest disaster recovery grants in the state, he is now using his programmatic and regulatory knowledge to assist communities as they navigate the complicated application and implementation processes inherent to federal grant funding.

QUALIFICATIONS

YEARS OF EXPERIENCE

- 10+ years' direct CDBG-DR experience
 - Grant Manager Support Staff/Team Lead/Grant Manager

AREAS OF EXPERTISE

- Subject Matter Expert
 - Infrastructure Grants
 - Davis-Bacon and Related Acts
 - Program Income
 - Force Account

WORK EXPERIENCE

SEWER IMPROVEMENTS

City of Omaha, Texas / \$367,500 (February 2023 – Present)

Replacement of aged and deteriorated sewer lines, including boring, reconnection of services, manholes and all associated appurtenances. The activities will improve inflow and infiltration.

AMERICAN RESCUE PLAN ACT (ARPA)

City of Atlanta, Texas / \$1,354,000 (January 2022 – Present)

Project oversight including establishing and maintaining recordkeeping system, including financial and labor files. Coordinate with City and engineer to ensure timely delivery of project milestones.

AMERICAN RESCUE PLAN ACT (ARPA)

City of Sweetwater, Texas / \$2,594,071 (August 2021 – Present)

Project oversight including establishing and maintaining recordkeeping system, including financial and labor files. Coordinate with City and engineer to ensure timely delivery of project milestones.

EDUCATION/LICENSES/TRAINING

- Southwest Texas State University - B.B.A. in Finance, 1994
- Southern Methodist University, School of Engineering and Applied Sciences, MCSE 4.0 Certification, 2000
- Certified Administrator - Texas Dept. of Agriculture, 2022
- CDBG Boot Camp Training
- Davis-Bacon and Related Acts Training (DOL/HUD)
- Benefit Cost Analysis Training (FEMA)
- Environmental Review, NEPA, 24 CFR 58 Training (HUD)
- Fraud and Waste Prevention Training (HUD OIG)
- Financial Management 101 and 201 (HUD)

Justin Meyer

Project Manager



Phone:
903-581-0500 ext. 231

E-mail:
justin.meyer@grtraylor.com

PROFILE

Having previously served as both a City Councilman and County employee, Justin is familiar with the inner workings of local governments. He coordinates with local staff to streamline processes and ensure program compliance with statutory and regulatory authority requirements.

QUALIFICATIONS

YEARS OF EXPERIENCE

- 7 years' related professional experience
- 4 years' grant funding experience

AREAS OF EXPERTISE

- Disaster Recover Funding, including GLO CDBG-DR
- Local Government Community Outreach & Public Relations
- Compliance, with Local, State, and Federal Requirements

WORK EXPERIENCE

GLO CDBG-MIT-MOD - WATER IMPROVEMENTS

City of Taft, Texas / \$3,261,400 (PENDING)

Maintain financial records, establish programmatic compliance procedures, and provide oversight of the City's water improvement project. Coordinate with City staff and project engineer to manage contract to ensure City's water supply remains available during future disaster events.

TDEM-HMGP - GENERATORS (Texas Severe Winter Storms / COVID-19 Pandemic)

City of Kerrville, Texas / \$1,905,300 (PENDING)

Coordinate with City staff and project engineer to manage contract to ensure continuous operation of essential services during future storm events.

GLO CDBG-DR - CITY-WIDE STREET IMPROVEMENTS

City of Daisetta, Texas / \$1,000,000 (March 2021 - Present)

Maintain financial records, establish programmatic compliance procedures, and provide oversight of the City's CDBG-DR street improvement project.

EDUCATION/LICENSES/TRAINING

- B.B.A, University of Houston - Victoria, 2016
- A.S. Victoria College, 2014
- TDA Application and Implementation Workshops
- Federal Procurement Training - FEMA
- HUD and GLO Environmental Workshops, 2021 - Present
- GLO Application and Implementation Workshops, 2021 - Present
- Certified Administrator - Texas Department of Agriculture
- TxDOT Local Gov't Project Procedures (LGPP) Certification, 2024
- LCP101 and LGP102

Linda Atkinson-Pettee

Assistant Project Manager



Phone:
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E-mail:
linda.ap@grtraylor.com

PROFILE

Linda's extensive background in educational grants and funding for institutes of higher learning provided a solid foundation and smooth transition to local government grant administration.

Her dedication to ensuring elected officials and supporting staff succeed in their efforts to improve communities is evident through the thoughtful and thorough guidance she provides. She develops and implements policies that not only meet programmatic requirements, but also streamlines each process to the benefit of residents each project serves.

QUALIFICATIONS

YEARS OF EXPERIENCE

- 11 years of experience in grant and project implementation
- 4 years' disaster recovery (various agencies)

AREAS OF EXPERTISE

- Residential Buyout and Acquisition, including CDBG-DR, HMGP, and FMA
- CDBG-DR, HMGP, and TxDOT program compliance
- Acquisition of real property for large-scale projects
- Development of SOPs for various projects

WORK EXPERIENCE

CDBG-DR

Orange County, Texas / \$10,934,201 (March 2021 - Present)

Coordinate with County staff and engineers to ensure compliance with federal, state and local regulations for Hurricane Harvey recovery project to ensure safe access during flood events.

AMERICAN RESCUE PLAN ACT (ARPA)

City of Pinehurst, Texas / \$489,625 (February 2022 – Present)

Project oversight including establishing and maintaining recordkeeping system, including financial and labor files. Coordinate with City and engineer to ensure timely delivery of project milestones.

DR-4332 HURRICANE HARVEY - ELEVATION and ACQUISITION

Orange County, Texas / \$7,386,862 (October 2021 – Present)

Coordinated with homeowners, contractors, title companies, appraisers and County staff to elevate and acquire loss properties.

EDUCATION/LICENSES/TRAINING

- Indiana State University - Master of Science - Human Resource Development
- University of Wisconsin - Stout - Bachelor of Science
- Certified Administrator - Texas Department of Agriculture, 2021 - Present
- TxDOT Local Government Project Procedures (LGPP) Certification, 2021 - Present
- FEMA and GLO Procurement Training, 2020 - Present

Kari Beth Smith

Environmental Specialist | Compliance Coordinator



Phone:
903-581-0500 ext. 228

E-mail:
karibeth.smith@grtraylor.com

PROFILE

Kari Beth joined Traylor & Associates in January 2000 with an extensive customer service and financial background.

She maintains principal responsibility for completing Environmental Review Records, including determining the appropriate level of review, coordination with interested agencies, and publication of environmental notices to ensure compliance with federal requirements.

QUALIFICATIONS

YEARS OF EXPERIENCE

- 24 years' CDBG project assistance and processing Environmental Review Records

AREAS OF EXPERTISE

- NEPA Compliant Environmental Review Records
- 24 CFR (58) Compliant Reviews
- Integration of mitigation efforts
- Re-evaluations-post-amendment and new project

WORK EXPERIENCE

ENVIRONMENTAL REVIEW RECORDS

HUD-Based CDBG (2000 – Present)

Research source documentation and utilize mapping tools to accurately document site conditions in compliance with NEPA and 24 CFR 58 to ensure projects comply with regulatory and statutory requirements to minimize effects on the human and natural environment.

TEXAS STATE RAILROAD AUTHORITY (TSRA)

Historic Rusk and Palestine Railroad / \$11,495,923 (April 2009 – Present)

Responsible for reviewing daily reports to verify hours and payroll and prepare requests for reimbursement of TxDOT-eligible project expenses.

HURRICANE IKE ENVIRONMENTAL SERVICE PROVIDER

Texas General Land Office (August 2009 – December 2015)

Prepared and reviewed environmental review records for over 100 projects to rebuild communities devastated by Hurricane Ike, under the direction of the General Land Office.

EDUCATION/LICENSES/TRAINING

- Certified Administrator - Texas Department of Agriculture, 2000 - Present
- TxDOT Local Gov't Project Procedures (LGPP) Certification, 2016 - Present
- TDA Application and Implementation Workshops, 2000 - Present
- HUD, GLO, and TDA Environmental Workshops, 2000 - Present

Christel Kiker

Housing Specialist



Phone:
903-581-0500 ext. 235

E-mail:
christel.kiker@grtraylor.com

PROFILE

Christel joined Traylor & Associates in July 2012. As the firm's Housing Specialist, she has diligently worked with communities to provide grant funded housing options for those in need.

Christel's commitment to helping homeowners secure safe and resilient housing is evidenced by the relationships that she forms, not just with individual property owners, but with the many communities she serves.

QUALIFICATIONS

YEARS OF EXPERIENCE

- 12 years' CDBG and Housing Programs experience

AREAS OF EXPERTISE

- GLO-Disaster Recovery Acquisition, Rehabilitation, and Reconstruction
- TDHCA HOME Program
- Broad and site-specific Environmental Review Records
- Davis-Bacon Labor Compliance
- Compliance with Local, State, and Federal Requirements
- Duplication of Benefits Review

WORK EXPERIENCE

2016 FLOODS - DISASTER RECOVERY HOUSING PROGRAM

Newton County, Texas / \$18,035,447 (July 2018 – Present)

Responsible for determining homeowner eligibility, ensuring compliance with environmental requirements, and maintaining accurate financial records for each housing project funded through the Texas General Land Office.

HURRICANE HARVEY CDBG-DR BUYOUT PROGRAM

Orange County, Texas / \$2,305,591 (July 2020 – September 2022)

Responsible for case management, tiered environmental reviews, and documenting eligibility of buyout properties.

HURRICANE HARVEY CDBG-DR LOCAL ACQUISITION PROGRAM

City of Orange, Texas / \$3,204,462 (February 2020 – Present)

Ensure compliance with all program requirements, including environmental, financial, and documenting end use meets LMI or LMA requirements.

EDUCATION/LICENSES/TRAINING

- Sam Houston State University - B.S., Psychology with a minor in Business Administration
- TWC and TDHCA Fair Housing Workshops
- HUD Davis-Bacon Compliance Workshops
- TDHCA, GLO, and TDA Environmental Workshops, 2012 - Present
- TDHCA Application and Income Eligibility Workshops, 2012 - Present
- Certified Administrator Texas Dept. of Agriculture, 2012 - Present

Elizabeth Holloway

Administrative Assistant



Phone:
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elizabeth.holloway@grtraylor.com

PROFILE

Elizabeth has over 15 years of experience administering, auditing, and overseeing governmental grants funded through various agencies including GLO, TDA, TDEM, and FEMA.

Her expertise in the fields of disaster recovery and floodplain management are an essential part of ongoing recovery and resiliency efforts from the devastating storms of the last decade.

QUALIFICATIONS

YEARS OF EXPERIENCE

- 13 years' auditing experience
- 15 years' monitoring, administering, and auditing federal/state grants

AREAS OF EXPERTISE

- Financial recordkeeping and budget reporting
- Application preparation/development
- Large-scale Disaster Recovery projects
- Floodplain Management
- Housing Program intake and Case Management

WORK EXPERIENCE

HOUSING - 2016 FLOODS DISASTER RECOVERY

Newton County, Texas / \$18,035,447 (July 2018 – Present)

Provide support to project manager and housing specialist in gathering documentation to determine applicant eligibility, maintain files, and coordinate with contractors.

INFRASTRUCTURE - 2016 FLOODS DISASTER RECOVERY

Newton County, Texas / \$10,611,036 (July 2018 – Present)

Assist project manager to achieve program compliance, including maintaining files, preparing draw requests, and reporting.

CDBG-DR FINANCIAL SUPPORT

Various Cities (December 2022 - Present)

Assist project managers to ensure accurate financial recordkeeping by reconciling monthly bank statements, maintaining general ledgers, and preparing draw requests.

EDUCATION/LICENSES/TRAINING

- HUD OIG CDBG-DR Fraud Training
- HUD and GLO Workshops
- TDEM and FEMA Disaster Recovery Trainings
- TFMA Basic Floodplain Management
- Governmental Procurement Training
- Certified Administrator - Texas Department of Agriculture

Rhonda Alford

Housing Compliance Coordinator



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903-581-0500 ext. 241

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rhonda.alford@grtraylor.com

PROFILE

As an administrative assistant for the Newton County Grants Office, Rhonda worked closely with homeowners to navigate housing programs to provide assistance through FEMA and the Texas General Land Office.

Having witnessed first hand the devastation caused by flooding, her determination to assist those who have suffered loss and damages is demonstrated in her daily interactions with homeowners.

QUALIFICATIONS

YEARS OF EXPERIENCE

- 5+ years' experience working grant funded programs to provide infrastructure/housing grant options through FEMA and GLO
- 5 years' Case Management experience

AREAS OF EXPERTISE

- FEMA and GLO-Disaster Recovery Programs
- Application intake
- Case Management

WORK EXPERIENCE

HURRICANE HARVEY CDBG-DR BUYOUT PROGRAM

Orange County, Texas / \$2,305,591 (July 2020 – September 2022)

Support Housing Specialist by conducting site visits, gathering signed documents, and communicating with homeowners.

HURRICANE HARVEY CDBG-DR BUYOUT PROGRAM

Newton County, Texas / \$8,005,224 (December 2019 – Present)

Support Housing Specialist by conducting site visits, verifying homeowner information, and educating applicants on program and eligibility requirements.

HURRICANE HARVEY CDBG-DR BUYOUT PROGRAM

City of Bridge City, Texas / \$1,566,004 (January 2020 – Present)

Support Housing Specialist by conducting site visits, gathering signed documents, and communicating with homeowners.

EDUCATION/LICENSES/TRAINING

- Angelina College - Unit Clerk Certification
- National Disaster Preparedness Certification
- FEMA/Emergency Management Institute Certification
- Certified Administrator - Texas Department of Agriculture, 2022
- 2018/2019 LBJ School Training
- Texas A & M Disaster Recovery Training
- HUD OIG CDBG-DR Fraud Training

Keith Tijerina

I.T. Coordinator



Phone:
903-581-0500 ext. 238

E-mail:
keith.tijerina@grtraylor.com

PROFILE

Keith joined Traylor & Associates in April 2015. He has worked in the computer field for over 20 years with an extensive background in network administration.

Keith uses his unique skillset to assist communities in identifying low-to-moderate income areas and other project development needs.

QUALIFICATIONS

YEARS OF EXPERIENCE

- 22+ years' related professional experience

AREAS OF EXPERIENCE

- Development of industry-specific programming and applications
- Systems Analyst
- Data Manipulation and Integration
- Office 365 based software (Sharepoint, Dynamics)

WORK EXPERIENCE

OFFICE 365 BASED PROGRAMMING

(2018 - Present)

Responsible for the development of programming and applications to efficiently and accurately document all aspects of grant administration for our firm, including centralized, real-time tracking of draw requests, workflow and assignment of tasks, creation of web-based templates, application development and review, as well as compliance with state and federal requirements.

DATA MANIPULATION AND INTEGRATION

(2015 - Present)

Combine data from a variety of sources to produce clear and concise charts and projections to aid application development and document community need.

TECHNICAL SUPPORT

(2015 - Present)

Assist staff and clients in the navigation of federal and state portals necessary to ensure compliance with SAM.gov registration, accurate and timely reporting to federal agencies and other tasks as needed.

EDUCATION/LICENSES/TRAINING

- Tyler Junior College - Computer Network Administration and Computer Repair
- Self-Education Microsoft Office 365 Software Suite including Microsoft Dynamics and Sharepoint



COST PROPOSAL

PROPOSED COST

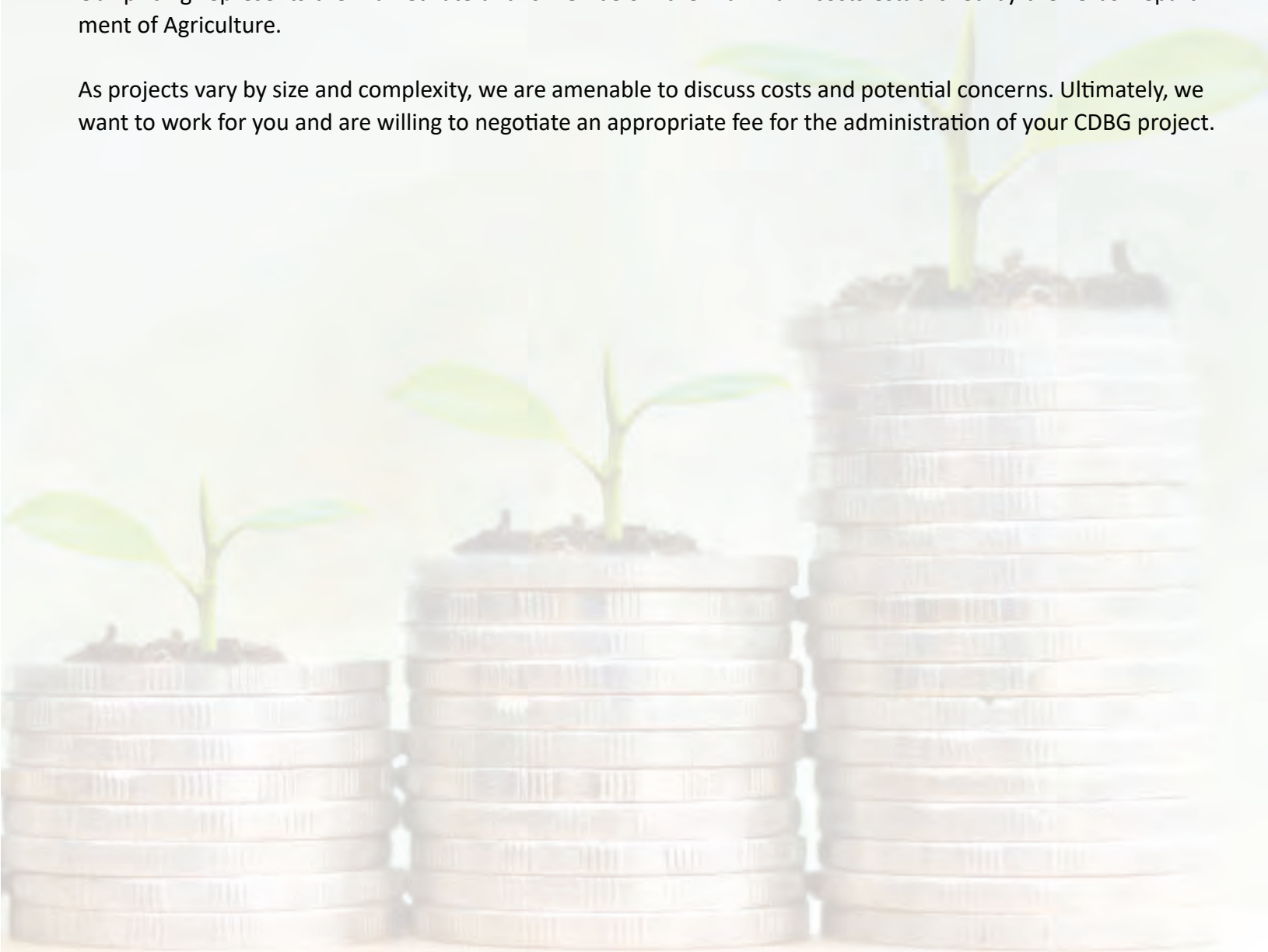
GRANT ADMINISTRATION SERVICES

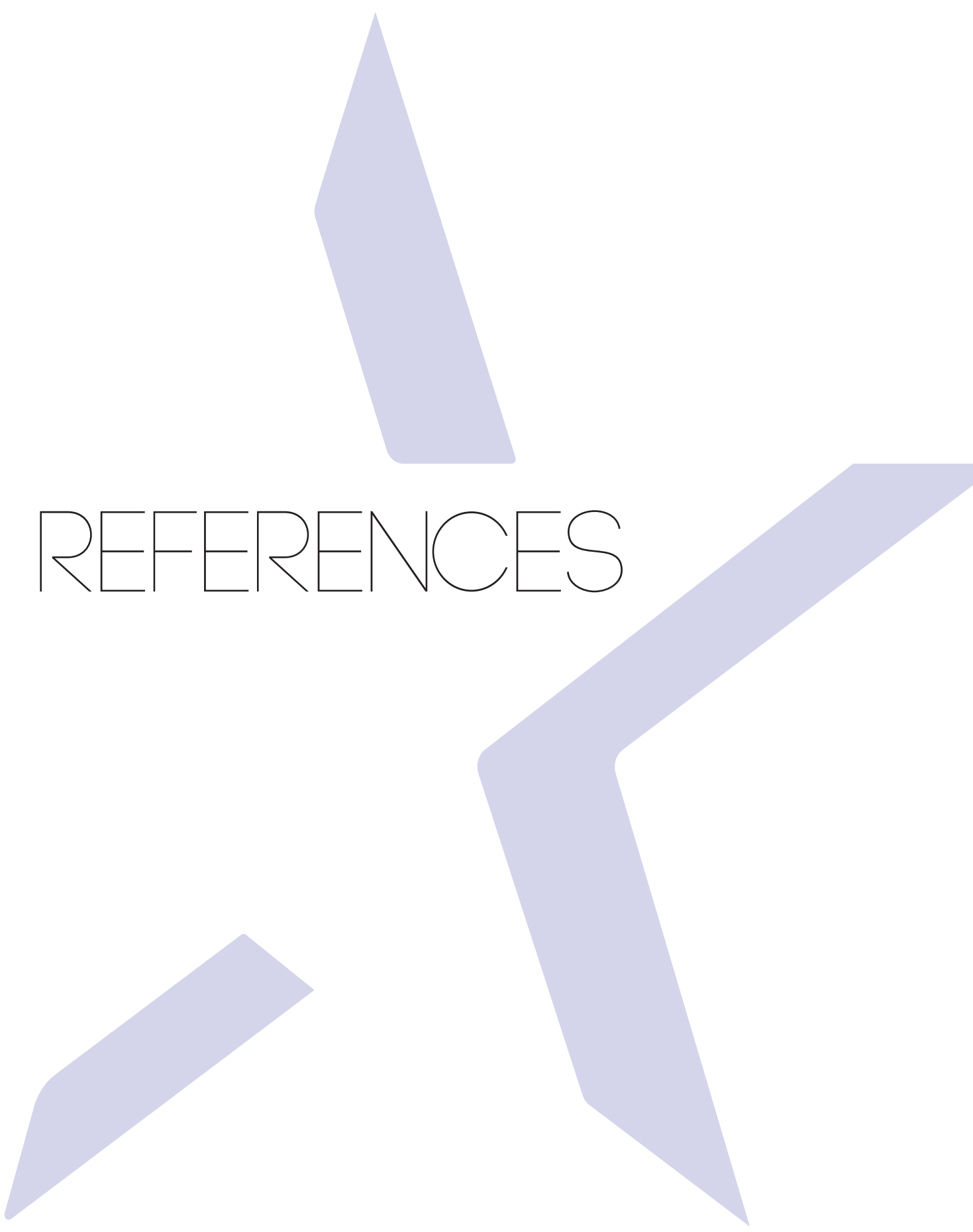
We propose a fee of **\$50,000.00**, which is based on an anticipated grant award of \$750,000.00.

Our fee is inclusive of all services necessary to successfully administer the City's grant award, including environmental review and amendments, as applicable.

Our pricing represents the market rate and is well below the maximum costs established by the Texas Department of Agriculture.

As projects vary by size and complexity, we are amenable to discuss costs and potential concerns. Ultimately, we want to work for you and are willing to negotiate an appropriate fee for the administration of your CDBG project.





REFERENCES

PROJECT REFERENCES

REFERENCE 01

Project Name:	Water Improvements – Elevated Storage Tanks
Project Location:	Orange County, Texas
Funding Agency:	TDA-CDBG
Services Provided:	In cooperation with Orangefield WSC, the County will replace an interior access ladder, water inlet structure, roof access hatch, roof ventilation structure, overflow flap gate, sandblast and install interior and exterior coating systems, modify yard and header piping, and all associated appurtenances.
Project Manager(s):	Melinda Smith, Project Manager
Date of Completion or Project Status:	Project is ongoing.
Project Completed on Time and on Budget:	Project is anticipated to be completed on time and within budget.
Client Name and Contact Person:	Orange County / Morgan Taylor, Grants Coordinator / John Gothia, Mayor 409-882-7070 / mtaylor@co.orange.tx.us / jgothia@co.orange.tx.us



REFERENCE 02

Project Name:	Sewer Improvements
Project Location:	Bridge City, Texas
Funding Agency:	TDA-CDBG
Services Provided:	Rehabilitation of sewer service yard lines to 150 households, Installation of 150 linear feet of 4-inch service lines, sewer cleanouts, pavement repair, and all associated appurtenances.
Project Manager(s):	Melinda Smith, Project Manager
Date of Completion or Project Status:	Project is ongoing.
Project Completed on Time and on Budget:	Project is anticipated to be completed on time and within budget.
Client Name and Contact Person:	City of Bridge City / Shelley Fields, Finance Director 409-735-6801 / sfields@bridgecitytex.com



REFERENCE 03

Project Name:	Sewer Improvements
Project Location:	Silsbee, Texas
Funding Agency:	TDA-CDBG
Services Provided:	Replacement of sewer collection lines to eliminate sewage backups and improve service. Installation of approximately 2,178 linear feet of 8-, 10-, and 12-inch sewer line, manholes, related service reconnections, and all associated appurtenances.
Project Manager(s):	Melinda Smith, Project Manager
Date of Completion or Project Status:	Project is ongoing
Project Completed on Time and on Budget:	Project is anticipated to be completed on time and within budget.
Client Name and Contact Person:	City of Silsbee / DeeAnn Zimmerman, City Manager 409-385-2863 / DeeAnn@cityofsilsbee.com





SCOPE OF WORK

DESCRIPTION OF SCOPE OF WORK

Traylor & Associates understands that, if awarded this project, we will be a partner to the City of Nacogdoches to accomplish the following:

Pre-Funding Services

As the Grant Administrator, Traylor & Associates, will work with the City to prepare the initial Community Application to be submitted that will contain basic information required to determine the City's TxCDBG eligibility and to calculate scores for competitive grants. No project-specific commitments will be required at the time of this submittal.

Should the City's Community Application score within the funding range, the City will be invited by TDA to submit a Project Application with complete project information. Traylor & Associates will coordinate with City staff and project engineers to identify eligible activities, develop project scope(s) and budgets, and complete public outreach activities in accordance with application guidelines. We will also work with the City and its Engineer(s) to provide the concise information needed for submission of completed Texas Community Development Block Grant (TxCDBG) funding application(s) and related documents.

A. Application Preparation Assistance

1. Identify, develop, and review grant opportunities that reflect the City's mission and objectives, identify application requirements, and provide eligibility determinations.
2. Assist the City in establishing a grant submittal project plan that identifies actions, milestones, and responsible parties in a manner that best meets the City's timeframe to complete grant applications.
3. Coordinate with all stakeholders and parties involved in obtaining documentation, and information that is required by a grant or in support of the grant efforts, including signatures.
4. Bring our firm's knowledge, skills and experience of lessons learned to write, review, and apply quality assurance reviews to strengthen grant applications.
5. Assist the City and lead the effort to complete applications, develop cost estimates, ensure forms are completed, and perform quality assurance reviews to confirm the City's grant applications meet all requirements.
6. Participate and assist the City's leadership with all public hearings, resolutions, briefings, presentations, and other communication and outreach efforts as required.
7. Take an active role in communicating with City leadership, the State of Federal funding agency, to answer any questions including post-submission questions and requests for additional information.
8. Submit grant applications for the TxCDBG Program in TDA-GO.

DESCRIPTION OF SCOPE OF WORK

Post-Funding Services

Traylor & Associates will administratively manage eligible public infrastructure projects approved for funding in accordance with all local, state, and federal requirements. Our staff will oversee and document compliance with procurement, environmental, labor standards, financial management, and closeout procedures to ensure funds are spent as outlined in the Performance Statement and Budget of the Grant Agreement.

A. Project Management

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system.
2. Maintenance of a filing system.
3. Provide general advice and technical assistance to City personnel on implementation of project and regulatory matters.
4. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by TxCDBG regulations.
5. Furnish City with necessary forms and procedures required for implementation of the project.
6. Assist City in meeting all special condition requirements that may be stipulated in the contract between City and TDA.
7. Prepare and submit to TDA documentation necessary for amending the TxCDBG contract.
8. Conduct re-assessment of environmental clearance for any program amendments.
9. Prepare and submit quarterly reports (progress and minority hiring).
10. Prepare Financial Information Report for City.
11. Establish procedures to document expenditures associated with local administration of the project.
12. Provide guidance and assistance to City regarding acquisition of property:
 - Submit required reports concerning acquisition activities to TDA;
 - Establish a separate acquisition file for each parcel of real property acquired;
 - Determine necessary method(s) for acquiring real property;
 - Prepare correspondence to the property owners for City's signature to acquire property or to secure an easement; and
 - Assist the City in negotiations with the property owner(s).
13. Maintain TxCDBG Property Management register for any property/equipment purchased or leased.
14. Serve as liaison for the City during any monitoring visit by staff representatives from either TDA or the U.S. Department of Housing and Urban Development (HUD).

B. Financial Management

1. Assist City in proving its ability to manage the grant funds to the State's audit division.
2. Assist City in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.

DESCRIPTION OF SCOPE OF WORK

3. Assist the City in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to TDA.
4. Prepare all fund drawdowns on behalf of the City in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation.
6. Provide general advice and technical assistance to City personnel on implementation of project and regulatory matters.
7. Assist the City in establishing procedures to handle the use of any TxCDBG program income.

C. Environmental Review

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.
5. Prepare Request for Release of Funds and certification to be sent to TDA.

D. Acquisition

1. Prepare required acquisition report(s).
2. Obtain documentation of ownership for property and/or Right-of-Way (ROWs).
3. Maintain a separate file for each parcel of real property acquired.
4. Determine necessary method(s) for acquiring real property.
5. Prepare correspondence with property owner(s).
6. Assist City in negotiations with property owner(s).
7. Prepare required acquisition reports and submit to TDA.

E. Construction Management

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
 - Assist City in determining whether and/or what TxCDBG contract activities will be carried out in whole or in part via force account labor.
 - Assist City in determining whether or not it will be necessary to hire temporary employees to specifically carry out TxCDBG contract activities.
 - Assist City in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
2. Assist City in documenting compliance with all federal and state requirements related to equal employment opportunity.
3. Assist City in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.

DESCRIPTION OF SCOPE OF WORK

4. Provide assistance to or act as local labor standards officer. Notify TDA in writing of name, address, and phone number of appointed labor standards compliance officer.
5. Request wage rates from TDA.
6. Provide sample TxCDBG contract documents to engineer.
7. Advertise for bids.
8. Make ten-day call to TDA.
9. Verify construction contractor eligibility with TDA.
10. Review construction contract.
11. Conduct pre-construction conference and prepare minutes.
12. Submit any reports of additional classification and rates to TDA.
13. Issue Notice of Start of Construction to TDA.
14. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
15. Process change orders approved by City and the project engineer and submit to TDA prior to execution with the construction contractor.
16. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to TDA.
17. Provide general advice and technical assistance to City personnel on implementation of project and regulatory matters.

F. Fair Housing / Equal Opportunity

1. Assist the City in developing, implementing, and documenting new activities to affirmatively further fair housing during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Assist with the development and administration of the Citizen Participation Plan per 24 CFR art 91, including grievance procedures.
4. Assist with Section 3 requirement per 24 CFR Part 135.
5. Prepare all Section 504 requirements per 24 CFR Part 8.
6. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.
7. Ensure adoption of Excessive Force provision per 24 CFR Part 91.
8. Ensure the adequate publication of required notices.

G. Relocation

1. Prepare and submit local relocation guidelines to TDA for approval.
2. Assist City in identifying individuals to be relocated and prepare appropriate notices.
3. Interview relocates and identify assistance needs.
4. Maintain a relocation record for each individual/family.
5. Provide education/assistance to relocates.
6. Inventory local available housing resources and maintain a referral list.
7. Issue appropriate notices to relocates.
8. Ensure that all payments are made in a timely manner.

DESCRIPTION OF SCOPE OF WORK

H. Rehabilitation of Private Property

1. Prepare and submit local rehabilitation guidelines to TDA for approval.
2. Assist City in establishing escrow account and obtaining TDA approval.
3. Develop outreach and necessary application processing/verification forms.
4. Screen applicants.
5. Prepare work write-ups and cost estimates.
6. Issue Notice to Proceed to construction contractor(s).
7. Conduct interim/final inspections, process final contract documents, and maintain a record of beneficiaries.
8. Maintain client files following TDA requirements.

I. Audit/Close-out Procedures

1. Prepare the final Project Completion Report, including the General Report, Recipient Beneficiary Report, Final Financial Interest Report, and any required documentation regarding citizen participation/equal rights/fair housing and Certificate of Completion.
2. Assist City in resolving any monitoring and audit findings.
3. Assist City in resolving any third-party claims.
4. Provide auditor with audit guidelines.

CAPACITY TO PERFORM

Physical Resources:

Traylor & Associates maintains a corporate office in Tyler, Texas with a satellite office located in Southeast Texas. The firm is readily equipped with the resources necessary to manage the project efficiently and quickly.

Possessing technology specifically adapted for program management in today's mobile driven environment allows us to employ a scalable approach to staffing and overall operations. Our development of grant-specific software that integrates our secure file-sharing program, email tracking, and calendaring of important milestones into one resource provides our clients access to real-time data and status updates, increases reporting accuracy, and promotes transparency. Our technological capabilities are supported by both in-house IT personnel as well as contracted services.

Regional Presence:

Aside from our corporate office in Tyler, Texas and an office in Newton, Texas, Traylor & Associates maintains a strong regional presence in Deep East Texas. Project Managers serving the DETCOG area schedule in-person and on-site status meetings monthly or bi-weekly, dependent upon client needs. Our continued presence has allowed our project managers to gain a thorough understanding of the needs the communities we serve.

Strength of Resources:

Traylor & Associates has the proven capacity required to meet the needs of the City of Nacogdoches by maintaining an experienced staff capable of providing services on time, within scope and within budget. Our key personnel average 15 years' experience with federal and state-funded programs, and their extraordinary work is documented by a track record of excellence spanning nearly 50 years.

Our familiarity with the community development block grant program allows an unparalleled level of service and responsiveness to the needs of the City. If additional staffing is required on-site during meetings or public forums, our associates can be mobilized quickly due to the proximity of both our corporate and Southeast Texas offices. The project manager will provide personal contact information to the City and, as a result, an experienced partner will be just a phone call, email, or text away.

Litigation History:

Traylor & Associates, nor its staff, has any contractual failures to disclose, nor is there any civil or criminal litigation or investigation pending that involves Traylor & Associates.

STATEMENT OF RESOURCES & ABILITY

The principal and project manager have the direct knowledge and skillset necessary to lead the City's efforts to secure grant funding and will be supported by SMEs and in-house support staff throughout all phases of your project. Our familiarity and proficiency managing economic development projects allows our project managers to oversee state and federally funded programs of all sizes as demonstrated herein. Our experienced staff possesses the knowledge and ability to work independently and complete tasks efficiently, making our team the most tenured and qualified in Texas.

In addition to our experienced staff, our firm's capacity to perform the requested services is reinforced by its strong financial position and depth of physical resources.

Upon notification of award of this contract, we will immediately begin outreach to agencies and staff. We would also work with the City of Nacogdoches to determine the anticipated use of funds and programmatic details including potential infrastructure projects and other types of programs you hope to develop with funds.





REQUIRED DOCUMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/25/2024

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

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

PRODUCER  Linda Rowe State Farm 100 Independence PL Ste. 300 Tyler, Tx 75703	CONTACT David Lewis NAME: PHONE 903-581-2820 (A/C, No, Ext): FAX (A/C, No): E-MAIL David@Lindarowetyler.com ADDRESS:
INSURED Gary Traylor & Associates, Inc P.O. Box 7035 Tyler, Tx 75711	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Lloyds INSURER B: State Farm Mutual Automobile Insurance Company INSURER C: State Farm Fire and Casualty Company INSURER D: INSURER E: INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			93-CT-R011-1	03/06/2024	03/06/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$ \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			347 6349-A01-43G	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	93-GK-J638-5	03/06/2024	03/06/2025	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

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

CERTIFICATE HOLDER**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

Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.

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STATEMENT OF NO CONFLICT OF INTEREST

No existing or potential conflicts of interest have been identified relative to the performance of the requirements of this RFP, nor have any past relationships between the firm or its employees been identified.

By submitting a proposal in response to this RFP, Traylor & Associates affirms that it has not given, nor intends to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee representative of same, in connection with this procurement.



GARY R. TRAYLOR & ASSOCIATES, INC.

Unique Entity ID JW81FZ76FN57	CAGE / NCAGE 6Q2T0	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Apr 1, 2025	
Physical Address 201 Cambridge RD Tyler, Texas 75703-5256 United States	Mailing Address P.O. Box 7035 Tyler, Texas 75711-7035 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Texas 01	State / Country of Incorporation Texas / United States	URL (blank)

Registration Dates

Activation Date Apr 3, 2024	Submission Date Apr 1, 2024	Initial Registration Date Apr 5, 2012
---------------------------------------	---------------------------------------	---

Entity Dates

Entity Start Date Dec 1, 1970	Fiscal Year End Close Date Dec 31
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Socio-Economic Types

Self Certified Small Disadvantaged Business

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments No	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 6Q2T0

Points of Contact

Electronic Business

 Gary TRAYLOR, Chairman & CEO	P.O. Box 7035 Tyler, Texas 75711 United States
MARK TAYLOR	P.O. Box 7035 Tyler, Texas 75711 United States

Government Business

 GARY TRAYLOR	P.O. Box 7035 Tyler, Texas 75711 United States
MARK TAYLOR	P.O. Box 7035 Tyler, Texas 75711 United States

Past Performance

 Mark Taylor	P.O. Box 7035 Tyler, Texas 75711 United States
Donald W Traylor, VP & CFO	P.O. Box 7035 Tyler, Texas 75711 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	541611	Administrative Management And General Management Consulting Services

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States Texas	Counties (blank)	Metropolitan Statistical Areas (blank)
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Exclusion Search Results 0 Total Results

Filter by:

Classification	Keyword (ALL)	Status
Individual	"Gary R. Traylor"	Active

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

October 10, 2024
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Gary R. Traylor & Assoc., Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Mark Taylor, President

Printed Name and Title of Contractor's Authorized Official

October 10, 2024

Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below the agency name, if known. For example, the Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503
Approved by OMB

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	Status of Federal Action: _____ a. bid/offer/application _____ b. initial award _____ c. post-award	Report Type: _____ a. initial filing _____ b. material change
Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:		If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: <u>Mark Taylor</u> Title: <u>President</u> Telephone No.: <u>903-581-0500</u> Date: <u>10/10/2024</u>	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1225124

Date Filed:
10/10/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Gary R. Traylor & Associates, Inc.
Tyler, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Nacogdoches (01847)

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2025/2026 TDA-CDBG
Grant Consulting

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Traylor, Gary	Tyler, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Mark Taylor, and my date of birth is 10/12/1959.

My address is 201 Cambridge Road, Tyler, Texas, 75703, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Smith County, State of Texas, on the 14th day of October, 20 24.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

REQUIRED CONTRACT PROVISIONS

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. ***Language as of May 1, 2024.**

THRESHOLD	PROVISION	CITATION
>\$50,000	<i>(A) Contracts for more than \$50,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</i> <i>Use the following language for contracts > \$50,000:</i> <u>Resolution of Program Non-compliance and Disallowed Costs</u> In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. <i>[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]</i> If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.	2 CFR 200 APPENDIX II (A)
>\$10,000	<i>(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.</i> <i>Use the following language for contracts > \$ 10,000:</i> <u>Termination for Cause</u> If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City/County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City/County, be turned over to the City / County and become the property of the City / County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually	2 CFR 200 APPENDIX II (B)

	and satisfactorily performed prior to the date of termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of contract by the Contractor, and the City/County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor. <u>Termination for Convenience of the City/County</u> City/County may at any time and for any reason terminate Contractor's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. [Parties should include the manner by which such termination will be effected and the basis for settlement or any other terms and conditions concerning payment upon such termination.]	
>\$10,000	<i>2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</i> <i>Therefore, include the following EO clause (not in italics) in construction contracts including construction associated administration and engineering contracts > \$10,000:</i> (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take	2 CFR 200 APPENDIX II C and 41 CFR §60-1.4(b)

	affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules,	
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	regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal	
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	proceedings. (c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts. (d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate. (e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written. (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]	
>\$2,000 for Davis Bacon and Copeland “Anti-Kickback” Act; >\$100,000 for Contract Work Hours and Safety Standards Act	HUD 4010 Federal labor standards provisions include: 1. Davis Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by DOL regulations (29 CFR part 5); 2. Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3); and 3. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.) See HUD 4010 contract language in Appendix F. Inclusion of this language into the construction contract satisfies contract requirements of the separate acts noted.	
>\$2,000 (Satisfied with inclusion of HUD 4010)	<i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland “Anti-Kickback” Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):</i> Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported	2 CFR 200 APPENDIX II (D)

	violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3 , “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	
>\$100,000 (Satisfied with inclusion of HUD 4010)	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704 , as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401 , “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q .) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated	2 CFR 200 APPENDIX II (I) and

	funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000	<i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i> A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this section 3 clause in every subcontract	

	subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
None	Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to: Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision	2 CFR 200.216

	Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.	
No Threshold	§ 200.322 Domestic preferences for procurements. (a) As appropriate and to the extent consistent with law and to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. (b) For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. (3) [Iron and steel products, Manufactured Products, and Construction Materials] used in this project comply with the Build America, Buy America Act (BABA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 177-58.	2 CFR §200.322
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal	2 CFR 200.336

	entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.	2 CFR 200.321
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost	2 CFR 200.334

	rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, Respondent hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.	Texas Government Code 2252.152
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following: (a) This section applies only to a contract that: 1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.	Texas Government Code 2271.002
Optional Contract Language for Procurement before Grant Funds Awarded	Payment of the fees [described in ____ section] shall be contingent on CDBG funding. In the event that grant funds are not awarded to the City / County by TDA through the TxCDBG program, this agreement shall be terminated by the City / County.	
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected	Section 504 of the Rehabilitation Act

	to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	of 1973, as amended.
None	<i>§75.27 Section 3 contract provision</i> <i>Recipients must include language applying Section 3 requirements in any subrecipient agreement or contract for a Section 3 project.:</i> Economic Opportunities for Section 3 Residents and Section 3 Business Concerns. (a) The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. (b) The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations. (c) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75. (d) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 75. Minimum expectations of effort to direct employment opportunities to such workers are identified in the TxCDBG Project Implementation Manual. (e) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.	24 CFR §75.27
None	The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, and the Texas Department of Agriculture (TDA), and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts and to closeout the City's/County's TxCDBG contract with TDA.	2 CFR 200.337
None	Sec. 176.003. CONFLICTS DISCLOSURE STATEMENT REQUIRED. (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if: (1) the vendor enters into a contract with the local governmental entity or the local governmental entity is considering entering into a contract with the vendor; and (2) the vendor: (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer	Chapter 176 of the Local Government Code

	or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that: (i) a contract between the local governmental entity and vendor has been executed; or (ii) the local governmental entity is considering entering into a contract with the vendor; (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that: (i) a contract between the local governmental entity and vendor has been executed; or (ii) the local governmental entity is considering entering into a contract with the vendor; or (C) has a family relationship with the local government officer. (a-1) A local government officer is not required to file a conflicts disclosure statement in relation to a gift accepted by the officer or a family member of the officer if the gift is: (1) a political contribution as defined by Title 15, Election Code; or (2) food accepted as a guest. (a-2) A local government officer is not required to file a conflicts disclosure statement under Subsection (a) if the local governmental entity or vendor described by that subsection is an administrative agency created under Section 791.013, Government Code. (b) A local government officer shall file the conflicts disclosure statement with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of the statement under Subsection (a).	
	Pursuant to the <i>Violence Against Women Act Reauthorization of 2022</i>, the Grant Recipient must certify that local policies do not interfere with the residents' Right to Report Crime and Emergencies from One's Home. The certification will confirm that no ordinances, local regulations, or policies adopted by the local government and currently in effect contain any financial or regulatory penalty imposed on property owners or residents as a result of any use of emergency services, or that the Grant Recipient is actively addressing such local regulations.	Pub. L. 117-103, 136 Stat. 49

RFP Evaluation Form			RFP # and Title: TxCDBG 25-26 Grand Admin RFQ Master Bid Sheet						
FIRM	Rank	Score	Input Scores for Each Cell and Calculate Total	Weighted Criteria	Experience of the Firm (out of 30)	Prior Work Experience (out of 30)	Capacity to Perform (out of 20)	Proposed Cost (out of 20)	Total Score (out of 100)
Traylor	1	89		28	27	17	17	89	
Grantworks	2	77		25	25	14	13	77	
Langford	3	76		23	26	17	10	76	
		0						0	
		0						0	
		0						0	
		0						0	
		0						0	
		0						0	

Notes:
Evaluation Committee consisted of the Following:

Rebecca Elliott, Finance Director
Case Opperman, Director of Public Works, City Engineer
Drew Flores, Purchasing and Contracts Specialist

Scores Above are the calculated averages of the Evaluation Committee
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City Council Meeting

Date: November 19, 2024

Agenda Item: 5.B.

PRESENTER: Jessica Sowell, Community Services Director

ITEM/SUBJECT: Consider approval of a Historic Restoration Grant (HRG) budget for FY 2025. (Community Services Director)

SUMMARY/BACKGROUND: Historic Restoration Grants have been awarded by the Historic Landmark Preservation Committee since 1989. The grants are designed to aid with the exterior preservation of historic structures in Nacogdoches and are available to those with properties inside a designated historic district or those with properties that are individually designated as historic. To date, the City has awarded over \$775,000 in Historic Restoration Grants supporting over \$5 million in preservation projects.

For the 2025 grant cycle, seventeen applications were received for projects totaling \$224,573.39. The City has \$25,000 in available funds to award to applicants this year. The Historic Landmark Preservation Committee met on November 4, 2024, and unanimously voted to award \$25,000 in grant funds, which is reflected in the 2025 HRG Budget.

FINANCIAL:

Item is budgeted:

Account No.: 16.48.630.70

Account Name: *Historic Restoration Grant Fund*

Amount: \$25,000

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

CITY CONTACT: Jessica Sowell, Community Services Director
sowellj@nactx.us
(936) 559-2935

ATTACHMENTS: 1. HRG 2025 Budget

Admin/HLPC	HRG #	COA #	Project #	Use	Applicant name	Project Address	Project Estimate	% Awarded	Amount Granted	Project Description
HLPC	2025-001	2024-036		Reside...	Lauren & Daniel Lawrence	701 West Cox	\$39,018.00	11.00%	4,291.98	Remove composite shingles, new metal roof
Admin	2025-002	2024-040		Reside...	Robbie Beck/Lisa Hutcheson	303 North Mound	\$3,500.00	11.00%	385.00	Replace lattice, repair window and replace broken window glass
Admin	2025-003	2024-041		Reside...	Tonya Solis-Mosby	727 Bois d'arc	\$10,600.00	11.00%	1,166.00	Reroof and house leveling - bedroom floor expenses not eligible
Admin	2025-004	2024-042		Comm...	Jack Erwin	210 East Pilar St	\$2,787.50	11.00%	306.63	Repair roof leaks
Admin	2025-005	2024-043		Comm...	Baily McClain	406 East Hospital	\$14,420.00	11.00%	1,586.20	Replace roof
HLPC	2025-006	2024-037		Reside...	Walt & Marni Postlewait	222 N. Mound St	\$49,557.00	11.00%	5,451.27	Exterior paint and siding repair
HLPC	2025-007	2024-038		Comm...	Russell Smith/Heritage Company	1801 North Street	\$14,477.09	11.00%	1,592.48	New driveway entrance and repair brick border
HLPC	2025-008	2024-039		Reside...	Chris & Danielle LaBauve	522 East Main	\$6,743.80	11.00%	741.82	Install wood and brick skirting
Admin	2025-009	2024-044		Reside...	oss Butterfiled / Sigma Tau Gamm	711 North Mound St	\$12,970.00	11.00%	1,426.70	Repair and replace exterior windows
Admin	2025-010	2024-045		Reside...	Josh & Rebekah Weigel	704 Virginia Ave	\$9,000.00	11.00%	990.00	Installation of new piers (foundation)
Admin	2025-011	2024-046		Comm...	Arlis Horrocks	330 East Main	\$54,000.00	11.00%	5,940.00	Roof replacement and balcony TPO repair
HLPC	2025-012	2024-048		Comm...	Irie Montes	311 East Main	\$7,500.00	11.00%	825.00	Remove plaster (rear), clean brick, repair front windows
						Total	\$224,573.39	Amount Granted	\$24,703.07	
						Average	\$18,714.45	Remainder	\$296.93	



City Council Meeting

Date: November 19, 2024

Agenda Item: 5.C.

PRESENTER: Rebecca Elliott, Director of Finance

ITEM/SUBJECT: Review and accept the Investment Report for the quarter ended September 30, 2024. (Finance Director)

SUMMARY/BACKGROUND: The investment portfolio of the City of Nacogdoches is in compliance with the Public Funds Investment Act and the Investment Policy and Strategies.

FINANCIAL:

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

CITY CONTACT: Rebecca Elliott, Finance Director
elliotttr@nactx.us
(936) 559-2529

ATTACHMENTS: 1. Quarterly Investment Report - September 30, 2024

Nacogdoches

the oldest town in Texas

QUARTERLY INVESTMENT REPORT

For the Quarter Ended

September 30, 2024

Prepared by
Valley View Consulting, L.L.C.

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



Investment Officer



Investment Officer

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

Annual Comparison of Portfolio Performance

FYE Results by Investment Category:

September 20, 2023				September 30, 2024		
Asset Type	Ave. Yield	Book Value	Market Value	Ave. Yield	Book Value	Market Value
MMA/MMF/Pools	4.94%	\$ 63,449,697	\$ 63,449,697	4.69%	\$ 95,243,782	\$ 95,243,782
Certificates of Deposit	5.02%	23,599,054	23,599,054	5.20%	23,294,125	23,294,125
Securities	1.81%	13,998,256	13,901,780	0.00%		
Totals		\$ 101,047,008	\$		\$ 118,537,907	\$ 118,537,907

Fourth Quarter-End Yield **4.52%** **4.80%**

Average Quarter-End Yields (1) :

2023 Fiscal Year		2024 Fiscal Year	
Nacogdoches	3.82%		4.72%
Rolling Three Month Treasury	4.94%		5.42%
Rolling Six Month Treasury	4.77%		5.34%
TexPool	4.74%		5.29%
Fiscal YTD Interest Earnings	\$ 3,630,010 (Approximate)		\$ 5,013,595 (Approximate)

(1) Average Quarterly Yield calculated using quarter-end report average yield and adjusted book value.

Summary

Quarter End Results by Investment Category:

Asset Type	June 30, 2024			September 30, 2024		
	Ave. Yield	Book Value	Market Value	Ave. Yield	Book Value	Market Value
MMA/MMF/Pools	4.66%	\$ 95,619,814	\$ 95,619,814	4.69%	\$ 95,243,782	\$ 95,243,782
Certificates of Deposit	5.51%	23,297,574	23,297,574	5.20%	23,294,125	23,294,125
Totals	4.17%	\$ 118,917,388	\$ 118,917,388	4.80%	\$ 118,537,907	\$ 118,537,907

Average Yield - Current Quarter (1)		Fiscal Year-to-Date Average Yield (2)	
Total Portfolio	4.80%	Total Portfolio	4.72%
Rolling Three Month Treasury	5.24%	Rolling Three Month Treasury	5.42%
Rolling Six Month Treasury	5.17%	Rolling Six Month Treasury	5.34%
TexPool	5.16%	TexPool	5.29%

Interest Income (Approximate)

Quarterly Interest Income \$1,460,591

Fiscal Year-to-date Interest Income \$5,013,595

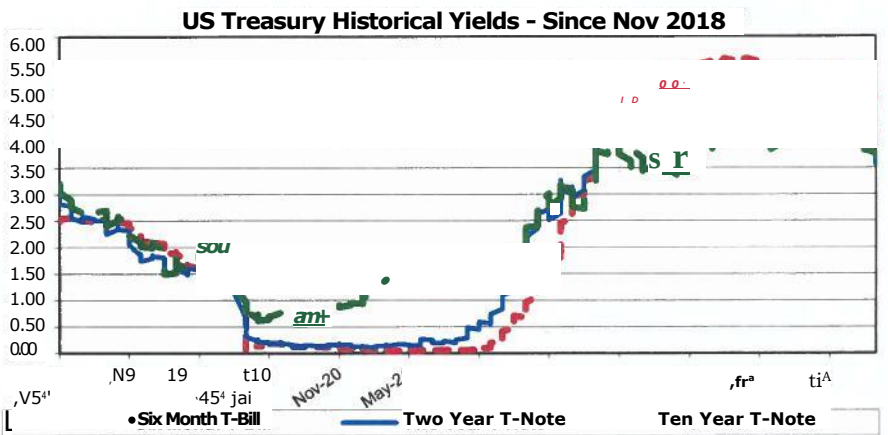
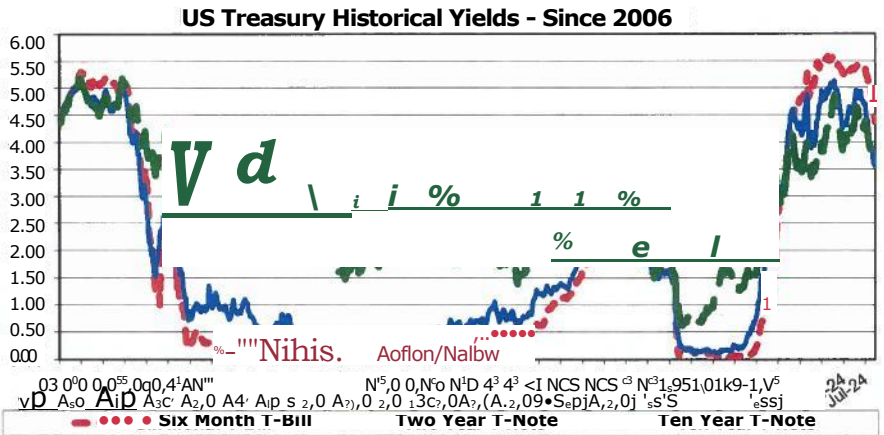
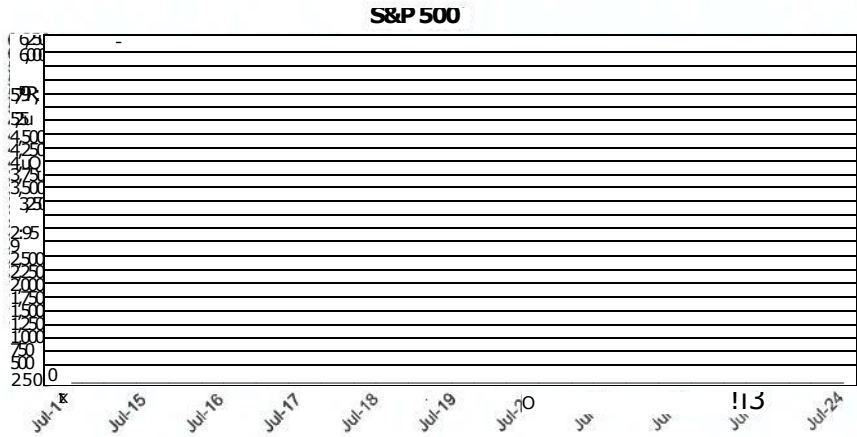
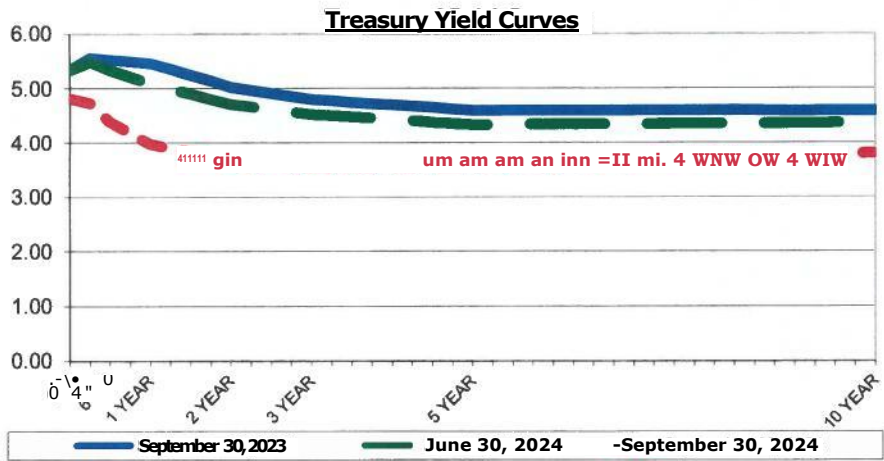
(1) **Average Yield - Current Quarter** - based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank, pool, and money market balances.

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

Economic Overview

9/30/2024

The Federal Open Market Committee (FOMC) reduced the Fed Funds target range 0.50% to 4.75% - 5.00% (Effective Fed Funds trade +/-4.83%). Expectations are for two more 0.25% cuts by 12/31, although any actions will be meeting-by-meeting and "data-dependent." Sep Non-Farm Payroll surged 254k new jobs (above expectation), with the previous two months revised up boosting the Three Month Rolling Average 186k (from the previous 116k). Second Quarter 2024 GDP remained +3.0% due to increased consumer spending. The S&P 500 Stock Index exceeded 5,700 making new records. The yield curve dropped with the FOMC action and anticipated future actions. Crude Oil drifted slightly higher to +/- \$74 per barrel. Inflation remains above the FOMC 2% target (Core PCE +/-2.7% and Core CPI +/-3.2%). Declining global economic outlook, ongoing/expanding military conflicts and the domestic elections increase uncertainty.



**Investment Holdings
September 30, 2024**

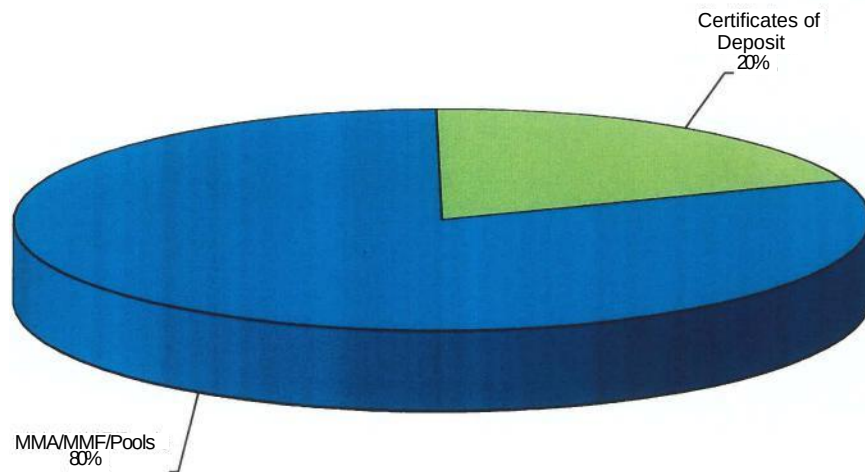
Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Face Amount/ Par Value	Book Value	Market Price	Market Value	Life (Day)	Yield
Southside Bank MMA (3)		1.32%	10/01/24	09/30/24	\$ 9,438,826	\$ 9,438,826	1.00	\$ 9,438,826	1	1.32%
Independent Financial Bank MMA		4.83%	10/01/24	09/30/24	5,420,926	5,420,926	1.00	5,420,926	1	4.83%
Veritex Bank MMA		4.83%	10/01/24	09/30/24	7,228,409	7,228,409	1.00	7,228,409	1	4.83%
Federated Hermes Gov't MMF		4.85%	10/01/24	09/30/24	13,222,847	13,222,847	1.00	13,222,847	1	4.85%
TexPool	AAA	5.16%	10/01/24	09/30/24	59,932,774	59,932,774	1.00	59,932,774	1	5.16%
SUBTOTAL					\$ 95,243,782	\$ 95,243,782		\$ 95,243,782	1	4.69%
									(1)	(2)
Citizens State Bank CD		4.60%	10/04/24	10/04/23	2,110,292	2,110,292	100.00	2,110,292	4	4.60%
East West Bank CD		5.46%	10/29/24	07/29/24	2,201,235	2,201,235	100.00	2,201,235	29	5.61%
East West Bank CD		5.48%	11/01/24	05/01/24	2,135,289	2,135,289	100.00	2,135,289	32	5.63%
East West Bank CD		5.44%	12/27/24	06/27/24	2,205,373	2,205,373	100.00	2,205,373	88	5.59%
East West Bank CD		5.26%	01/10/25	04/10/24	2,050,780	2,050,780	100.00	2,050,780	102	5.40%
East West Bank CD		5.26%	01/10/25	04/10/24	2,050,780	2,050,780	100.00	2,050,780	102	5.40%
SouthSide Bank CD		5.35%	02/05/25	08/05/24	1,000,000	1,000,000	100.00	1,000,000	128	5.46%
Bank OZK CD		5.45%	03/26/25	09/26/23	2,112,332	2,112,332	100.00	2,112,332	177	5.60%
SouthSide Bank CD		5.20%	05/05/25	08/05/24	1,000,000	1,000,000	100.00	1,000,000	217	5.30%
SouthSide Bank CD		4.35%	06/25/25	09/25/24	2,200,000	2,200,000	100.00	2,200,000	268	4.42%
Cornerstone Capital Bank CDARS		5.31%	07/03/25	07/05/24	2,025,753	2,025,753	100.00	2,025,753	276	5.45%
Citizens 1st Bank CD		2.00%	09/01/25	06/01/24	2,291	2,291	100.00	2,291	336	2.00%
SouthSide Bank CD		4.15%	09/25/25	09/25/24	2,200,000	2,200,000	100.00	2,200,000	360	4.22%
SUBTOTAL					\$ 23,294,125	\$ 23,294,125		\$ 23,294,125	147	5.20%
									(1)	(2)
TOTAL					\$ 118,537,907	\$ 118,537,907		\$ 118,537,907	30	4.80%

(1) **Weighted average life** - For purposes of calculating weighted average life, bank accounts, pools and money market funds are assumed to have an one day maturity.

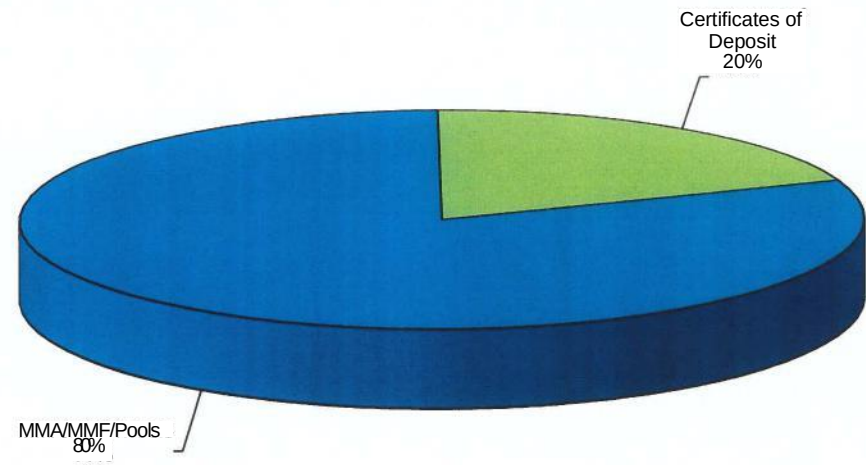
(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank accounts, pools, and money market funds.

(3) **Weighted Average Yield** - The City has several Southside Bank MMA accounts with differing yields. A weighted average yield of all Southside Bank MMA accounts is calculated.

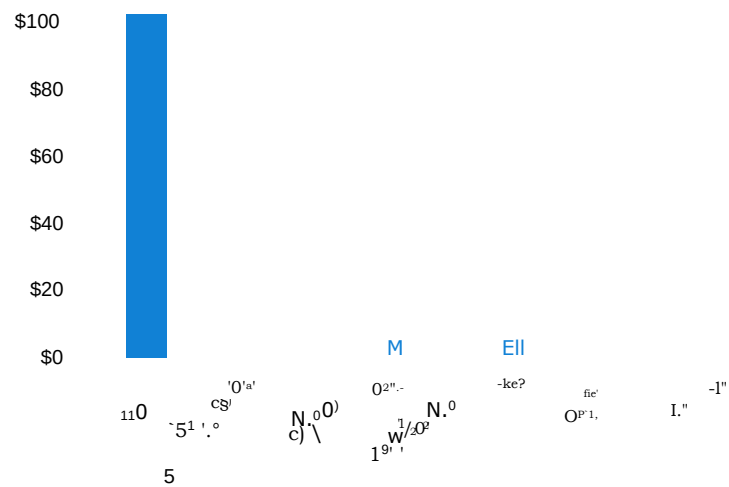
**Portfolio Composition
Current Quarter**



**Portfolio Composition
Previous Quarter**



Distribution by Maturity Range (Millions)



Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 06/30/24	Increases	Decreases	Book Value 09/30/24	Market Value 06/30/24	Change in Market Value	Market Value 09/30/24
Southside Bank MMA	1.32%	10/01/24	\$ 14,924,486	\$ —	\$ (5,485,660)	\$ 9,438,826	\$ 14,924,486	\$ (5,485,660)	\$ 9,438,826
Independent Financial Bank MMA	4.83%	10/01/24	5,347,539	73,387	—	5,420,926	5,347,539	73,387	5,420,926
Veritex Bank MMA	4.83%	10/01/24	7,133,331	95,078	—	7,228,409	7,133,331	95,078	7,228,409
Federated Hermes Gov't MMF	4.85%	10/01/24	12,755,373	467,474	—	13,222,847	12,755,373	467,474	13,222,847
TexPool	5.16%	10/01/24	55,459,086	4,473,688	—	59,932,774	55,459,086	4,473,688	59,932,774
Bank OZK CD	5.39%	07/04/24	2,121,556	—	(2,121,556)	—	2,121,556	(2,121,556)	—
East West Bank CD	5.71%	07/29/24	2,171,001	—	(2,171,001)	—	2,171,001	(2,171,001)	—
East West Bank CD	5.71%	08/01/24	2,155,519	—	(2,155,519)	—	2,155,519	(2,155,519)	—
East West Bank CD	5.77%	09/23/24	4,348,302	—	(4,348,302)	—	4,348,302	(4,348,302)	—
Citizens State Bank CD	4.60%	10/04/24	2,086,514	23,778	—	2,110,292	2,086,514	23,778	2,110,292
East West Bank CD	5.61%	10/29/24	—	2,201,235	—	2,201,235	—	2,201,235	2,201,235
East West Bank CD	5.63%	11/01/24	2,106,000	29,289	—	2,135,289	2,106,000	29,289	2,135,289
East West Bank CD	5.59%	12/27/24	2,175,342	30,031	—	2,205,373	2,175,342	30,031	2,205,373
East West Bank CD	5.40%	01/10/25	2,023,772	27,008	—	2,050,780	2,023,772	27,008	2,050,780
East West Bank CD	5.40%	01/10/25	2,023,772	27,008	—	2,050,780	2,023,772	27,008	2,050,780
SouthSide Bank CD	5.46%	02/05/25	—	1,000,000	—	1,000,000	—	1,000,000	1,000,000
Bank OZK CD	5.60%	03/26/25	2,083,515	28,816	—	2,112,332	2,083,515	28,816	2,112,332
SouthSide Bank CD	5.30%	05/05/25	—	1,000,000	—	1,000,000	—	1,000,000	1,000,000
SouthSide Bank CD	4.42%	06/25/25	—	2,200,000	—	2,200,000	—	2,200,000	2,200,000
Cornerstone Capital Bank CDARS	5.45%	07/03/25	—	2,025,753	—	2,025,753	—	2,025,753	2,025,753
Citizens 1st Bank CD	2.00%	09/01/25	2,279	11	—	2,291	2,279	11	2,291
SouthSide Bank CD	4.22%	09/25/25	—	2,200,000	—	2,200,000	—	2,200,000	2,200,000
TOTAL/ AVERAGE	4.80%		\$ 118,917,388	\$ 15,902,558	\$(16,282.039)	\$ 118,537,907	\$ 118,917,388	\$ (379.481)	\$ 118,537,907

Allocation

September 30, 2024

Book Value and Market Value	Investment Total	Airport Operations	Capital Projects	Debt Service	Equipment Replacement	General Fund	Grants Fund
Southside Bank MMA	\$ 9,438,826	\$ 169,578	\$ 234,864	\$ 19,096	\$ 10,839	\$ 1,559,151	\$ 102,959
Independent Financial Bank MMA	5,420,926						
Veritex Bank MMA	7,228,409				—	2,409,470	
Federated Hermes Gov't MMF	13,222,847				—	—	
TexPool	59,932,774	—	2,096,619	314,120	1,576,282	11,026,515	3,156,934
10/04/24—Citizens State Bank CD	2,110,292						
10/29/24—East West Bank CD	2,201,235						
11/01/24—East West Bank CD	2,135,289						
12/27/24—East West Bank CD	2,205,373						
01/10/25—East West Bank CD	2,050,780				—	2,050,780	
01/10/25—East West Bank CD	2,050,780						
02/05/25—SouthSide Bank CD	1,000,000						
03/26/25—Bank OZK CD	2,112,332				—	2,112,332	
05/05/25—SouthSide Bank CD	1,000,000				—	—	
06/25/25—SouthSide Bank CD	2,200,000				—	1,100,000	
07/03/25—Cornerstone Capital Bank CDARS	2,025,753				—	—	
09/01/25—Citizens 1st Bank CD	2,291					2,291	
09/25/25—SouthSide Bank CD	2,200,000				—	1,100,000	
Totals	\$ 118,537,907	\$ 169,578	\$ 2,331,483	\$ 333,216	\$ 1,587,121	\$ 21,360,538	\$ 3,259,893

Allocation

(Continued)

September 30, 2024

Book Value and Market Value	Internal Service Fund	Sanitation Fund	Special Revenue Fund	Utility & Sanitation Fund	Utility Fund	GO 2024 Fund
Southside Bank MMA	\$ 273,482	\$ —	\$ 663,562	\$ 1,505,207	\$ 4,895,927	\$ 4,162
Independent Financial Bank MMA	—	—	—	—	5,420,926	—
Veritex Bank MMA	—	2,409,470	—	—	2,409,470	—
Federated Hermes Gov't MMF	—	—	—	—	13,222,847	—
TexPool	2,897,884	5,886,554	2,032,326	—	15,411,022	15,534,517
10/04/24—Citizens State Bank CD	—	2,110,292	—	—	—	—
10/29/24—East West Bank CD	—	—	—	—	2,201,235	—
11/01/24—East West Bank CD	—	—	—	—	2,135,289	—
12/27/24—East West Bank CD	—	2,205,373	—	—	—	—
01/10/25—East West Bank CD	—	—	—	—	—	—
01/10/25—East West Bank CD	—	—	—	—	2,050,780	—
02/05/25—SouthSide Bank CD	—	—	—	1,000,000	—	—
03/26/25—Bank OZK CD	—	—	—	—	—	—
05/05/25—SouthSide Bank CD	—	—	—	1,000,000	—	—
06/25/25—SouthSide Bank CD	—	—	—	—	1,100,000	—
07/03/25—Cornerstone Capital Bank CDARS	—	2,025,753	—	—	—	—
09/01/25—Citizens 1st Bank CD	—	—	—	—	—	—
09/25/25—SouthSide Bank CD	—	—	—	—	1,100,000	—
Totals	\$ 3,171,366	\$ 14,637,441	\$ 2,695,888	\$ 3,505,207	\$ 49,947,496	\$ 15,538,679

Allocation
June 30, 2024

Book Value and Market Value	Investment Total	Airport Operations	Capital Projects	Debt Service	Equipment Replacement	General Fund	Grants Fund
Southside Bank MMA	\$ 14,924,486	\$ 336,401	\$ 362,366	\$ 238,379	\$ 452,606	\$ 2,433,286	\$ 37,191
Independent Financial Bank MMA	5,347,539	—	—	—	—	—	—
Veritex Bank MMA	7,133,331	—	—	—	—	2,377,777	—
Federated Hermes Gov't MMF	12,755,373	—	—	—	—	—	—
TexPool	55,459,086	—	2,592,922	309,992	1,565,543	334,286	4,192,670
07/04/24—Bank OZK CD	2,121,556			-	-	-	-
07/29/24—East West Bank CD	2,171,001				-	-	
08/01/24—East West Bank CD	2,155,519					-	-
09/23/24—East West Bank CD	4,348,302	—	—	—	—	2,174,151	
10/04/24—Citizens State Bank CD	2,086,514	—	—	—	—	—	
11/01/24—East West Bank CD	2,106,000	—	—	—	—	—	
12/27/24—East West Bank CD	2,175,342					-	-
01/10/25—East West Bank CD	2,023,772	—	—	—	—	2,023,772	
01/10/25—East West Bank CD	2,023,772	—	—		—	—	
03/26/25—Bank OZK CD	2,083,515	—	—	—	—	2,083,515	
09/0 ¹ / ₂ 5—Citizens 1st Bank CD	2,279	—	—	—	—	2,279	
Totals	\$ 118,917,388	\$ 336,401	\$ 2,955,289	\$ 548,371	\$ 2,018,149	\$ 11,429,066	\$ 4,229,861

Allocation
June 30, 2024

(Continued)

Book Value and Market Value	Internal Service Fund	Sanitation Fund	Special Revenue Fund	Utility & Sanitation Fund	Utility Fund	GO 2024 Fund
Southside Bank MMA	\$ 320,209	\$	\$ 1,107,906	\$ 2,319,790	\$ 7,312,151	\$ 4,200
Independent Financial Bank MMA			—	—	5,347,539	-
Veritex Bank MMA		2,377,777	-	—	2,377,777	-
Federated Hermes Gov't MMF	—	—	-	—	12,755,373	—
TexPool	1,836,491	7,099,261	2,067,243	—	20,130,335	15,330,343
07/04/24—Bank OZK CD	—	2,121,556				
07/29/24—East West Bank CD					2,171,001	
08/01/24—East West Bank CD			—	2,155,519		
09/23/24—East West Bank CD					2,174,151	
10/04/24—Citizens State Bank CD	—	2,086,514				
11/01/24—East West Bank CD					2,106,000	
12/27/24—East West Bank CD	—	2,175,342				
01/10/25—East West Bank CD						
01/10/25—East West Bank CD					2,023,772	
03/26/25—Bank OZK CD						
09/01/25—Citizens 1st Bank CD						
Totals	\$ 2,156,700	\$ 15,860,450	\$ 3,175,149	\$ 4,475,309	\$ 56,398,099	\$ 15,334,543



City Council Meeting

Date: November 19, 2024

Agenda Item: 5.D.

PRESENTER: Michael Brown, Fire Chief

ITEM/SUBJECT: Consider for approval the purchase, through cooperative contract, of a truck with service body for the Building Maintenance department for the amount of \$59,933.00. (Fire Chief)

SUMMARY/BACKGROUND: The new truck will replace a 2011 model that currently has over 106,000 miles. The new truck will be a 3/4 ton, single cab vehicle with a service bed, and will be equipped with four-wheel drive to assist in response during adverse weather conditions. The new truck will be purchased from Tipton Ford through a cooperative fleet purchase contract. The out-going vehicle will be offered to other City departments with a less intensive duty cycle.

FINANCIAL:

This is a budgeted item.

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

CITY CONTACT: Michael Brown, Fire Chief
brown@nactx.us
(936) 559-2540

ATTACHMENTS: 1. Nac Fire Dept 25 F250

TIPTON FORD
1115 NORTH STREET, NACOGDOCHES, TX 75961

Purchaser: City of Nacogdoches Fire Dept
 Contact: Michael Self
 Phone/Email: 936-559-2557 selfm@nactx.us
 Product Description: 2025 F-250 Regular Cab 4x4

Tipton Rep: PAUL SMITH
 Phone: 936.553.3175
 Date: 11/15/2024
 Email: paulsmith@tiptonford.com

A. MSRP Price **\$49,710**

B. Published Options [Itemize each below]

Code	Options	MSRP Price	Code	Options	MSRP Price
	F250 Regular Cab 4X4	\$48,090		pickup box delete	-\$625
	142" wheelbase	\$0		rear view camera & prep kit	\$0
	oxford white	\$0		Heavy service pkg	\$125
	DARK SLATE VINYL SEATS	\$0		Heavy service front suspension	\$125
	equip group 600a	\$0			
	6.8L V8 gas engine	\$0			
	10 spd auto trans	\$0			
	LT245/75R17E BSW all-season tires	\$0			
	3.73 axle ratio	\$0			
	9900# GVWR pkg	\$0		Manufacturer Destination/ Delivery Fee	\$1,995
				MSRP	\$49,710
TOTAL PURCHASE PRICE					\$45,966

C. UPFITTERS

Options	Price	Options	Price
KNAPHEIDE SERVICE BODY	\$12,145.00		
KARGOMASTER LADDER RACK	\$1,815.00		
Total of C. Upfitters			\$13,960.00

D. Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:	\$ 7.00
E. UPFITTERS:	\$13,960.00
***TIPS CONTRACT #230204	
G. Additional Delivery Charges <u>0</u> miles	\$ -
H. MSRP Subtotal:	\$ 59,933.00
I. Quantity Ordered <u>1</u>	1
K. TOTAL PURCHASE PRICE FOR CITY OF NACOGDOCHES	\$ 59,933.00



City Council Meeting

Date: November 19, 2024

Agenda Item: 6.A.

PRESENTER: Kathleen Belanger

ITEM/SUBJECT: Presentation by George Ellis, owner of the annual Loblolly Model Train Display. (George Ellis)

SUMMARY/BACKGROUND: The Loblolly Model Train Display is a holiday season favorite in Nacogdoches. The model train display takes up an entire waiting room at the Nacogdoches Railroad Depot at 101 Old Tyler, Rd. This year, the display will be open from Friday, November 29 to December 15, 2024.

FINANCIAL:

No financial impact associated with this item.

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

CITY CONTACT: Rhonda Lewis, City Secretary
lewisr@nactx.us
(936) 559-2506

ATTACHMENTS:

PRESENTER: Michael Brown, Fire Chief

ITEM/SUBJECT: Discuss and consider authorizing the City Manager to negotiate an agreement with Brown Reynolds Watford Architects, Inc. (BRW) to provide professional architectural and engineering services as described in solicitation RFQ 24-10-127, for the design and construction of three new fire stations. (Fire Chief)

SUMMARY/BACKGROUND: Staff is seeking Council approval to enter into contract negotiations with Brown Reynolds Watford Architects, Inc. (BRW) to provide professional architectural and engineering services for the design and construction of three new fire stations, which was approved by voters under "Proposition B" in the November 2023 bond election. The City is authorized to issue general obligation bonds in the principal amount of \$16,730,000 for this purpose.

Staff issued a request for qualifications in August 2024 ([RFQ 24-10-127](#)) and received responses from 12 firms, including: UrbanGO, TD, SZS, Sutton Beebe and Babin, PBK, McKinley Golden, Martinez, Komatsu, GLS, FGMA, Cox-Jones, and BRW. The 12 submittals were scored by a Staff panel consisting of representatives from Engineering, Fire, Finance, and Community Services. Scores were based on qualifications, delivery of services, references, and experience as related to fire station construction and design. After initial scoring, the top two firms, BRW and Martinez, were invited to interview with the Staff panel and scored again based on the following:

1. Facility Design & Landscape Integration – Complements surrounding city landscape; Feasibility of design; Demonstrates innovative approach; Visual appeal and practical functionality
2. Project Budget & Value Engineering – Budget realism; Quality of value engineering methods; Allows for future growth and needs; Balances cost and quality effectively
3. Balancing Essentials & Desired Features – Relevance and quality of examples provided; Ability to balance essential vs. desired features; Evidence of effective client collaboration; Demonstrated experience with similar projects
4. Timeline, Benchmarks & Challenges – Realism and detail of proposed timeline; Identification of potential challenges; Solutions proposed to address challenges; Strategies for staying on or ahead of schedule
5. Comparable Fire Station Project Examples – Budget alignment with comparable projects; Quality and applicability of completed examples; Demonstrated experience with similar scope
6. Efficacy of Presentation and Delivery - Clarity and organization of information; Engagement and professionalism; Adherence to requested information and detail; Item quality of delivery

After all firms were scored and evaluated by the Staff panel, BRW achieved the highest overall rating. Staff is seeking Council approval to enter into contract negotiations with BRW and will

return for a second Council action to authorize the execution of contract documents.

FINANCIAL:

Directly related to 2023 Bond Election

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

CITY CONTACT: Michael Brown, Fire Chief
brown@nactx.us
(936) 559-2540

ATTACHMENTS: 1. RFQ Scoring Matrix 1st
2. RFQ Scoring Matrix 2nd

City of Nacogdoches 2024 Fire Station A&E Services RFQ Evaluation

		BRW	Cox Jones	FGMA	GLS	Komatsu	Martinez	McKinley Golden	PBK	Sutton Beebe Babin	SZS	TD Architects	Urban
25	Qualifications and Expertise												
	Flores	21	16	23	20	21	20	19	20	19	20	18	20
	Sowell	24	15	22	22	23	20	20	24	22	18	18	23
	Brown	22	13	20	14	20	25	12	18	15	12	18	20
	Opperman	25	15	25	20	23	25	13	25	20	20	15	22
	Vickery	24	20	24	22	24	22	20	24	23	20	24	23
	Self	20	15	20	15	20	20	15	15	15	10	20	15
35	Delivery of Services												
	Flores	33	26	34	25	33	30	25	34	26	25	24	28
	Sowell	34	28	33	30	34	30	28	34	32	28	28	28
	Brown	35	19	28	20	32	35	18	20	25	15	28	30
	Opperman	35	32	35	33	33	34	30	33	33	32	32	25
	Vickery	34	28	34	30	34	32	32	34	32	30	30	32
	Self	30	20	30	20	30	35	20	25	25	15	25	20
40	Firm Experience												
	Flores	37	19	37	35	37	35	25	36	25	30	27	33
	Sowell	40	20	37	32	37	36	25	38	30	25	25	30
	Brown	38	19	35	20	36	40	18	20	20	18	25	35
	Opperman	40	20	40	30	35	40	15	40	30	15	15	35
	Vickery	40	32	38	38	38	36	35	39	30	30	30	35
	Self	35	20	30	20	30	40	20	25	30	20	20	15
100	TOTAL POINTS	95	63	91	74	90	93	65	84	75	64	70	78

City of Nacogdoches 2024 Fire Station Real Estate Acquisition RFQ Evaluation

Charles Pool Real Estate, Inc.

		Drew Flores	Case Opperman	Jason Vickery
10	Letter of Intent The proposal must be introduced with a letter of interest that includes a synopsis of the company's services and highlight the capacity to perform the work. The letter should be signed by the individual with contract signature authority for the company.	10	10	10
20	Firm Profile Outline of company history, scope of services offered, size of the firm, breakdown of full-time employees, location of office/employees, and any other relevant information.	20	20	20
25	Firm Experience Provide information regarding five (5) projects with the last five (5) years that have included services in these areas, and include in the narrative a description of your firm's experience in assisting government entities with the following items: •Land Purchases and Sales; •Presentation of site options; •Negotiation of contracts and post-closing development agreements with sellers/developers; •Coordination with architects and engineers for site feasibility, access, utilities, and drainage; •Coordination with surveyors, environmental Firms, and other testing/inspection companies; •Experience guiding governmental entities through statutory requirements for land sales; •Negotiations; •Explain your firm's approach to the market and sales process •How does your firm control cost during the market value phase?	25	25	25
35	Firm Qualifications Please provide the names, resumes and any licenses of full- time employees that will be assigned to the City and NFD. Identify key personnel with a description of related work experience, education, training, and any other pertinent data that would demonstrate competence and experience in this type of work. Identify the project's principal contact and contact information. Provide any additional qualifications or advantages that make your firm uniquely qualified to perform the professional design services for the desired projects.	35	35	35
10	Three (3) References Three (3) project references must be provided for similar clients. These projects must have been engaged during the last five (5) years.	10	10	10
100	TOTAL POINTS	100	100	100

Fire Station Project A&E Evaluation Scoresheet - Final Tabulation		
	BRW	Martinez
1. Facility Design & Landscape Integration	Aggregate Criterion Score	Aggregate Criterion Score
Evaluator		
Arreguin	18.0	17.0
Brown	20.0	19.0
Flores	15.0	13.0
Neu	20.0	20.0
Opperman	xx	xx
Self	19.0	17.0
Sowell	18.0	14.0
Vickery	16.0	16.0
Average Score	18.0	16.6
2. Project Budget & Value Engineering	Aggregate Criterion Score	Aggregate Criterion Score
Evaluator		
Arreguin	18.0	16.0
Brown	18.0	16.0
Flores	16.0	15.0
Neu	17.0	16.0
Opperman	xx	xx
Self	19.0	17.0
Sowell	18.0	12.0
Vickery	13.0	12.0
Average Score	17.0	14.9

3. Balancing Essentials & Desired Features	Aggregate Criterion Score	Aggregate Criterion Score
Evaluator		
Arreguin	19.0	15.0
Brown	17.0	15.0
Flores	18.0	15.0
Neu	16.0	15.0
Opperman	xx	xx
Self	18.0	16.0
Sowell	18.0	13.0
Vickery	20.0	20.0
Average Score	18.0	15.6
4. Timeline, Benchmarks & Challenges	Aggregate Criterion Score	Aggregate Criterion Score
Evaluator		
Arreguin	19.0	14.0
Brown	17.0	13.0
Flores	17.0	14.0
Neu	15.0	12.0
Opperman	xx	xx
Self	19.0	13.0
Sowell	16.0	11.0
Vickery	14.0	11.0
Average Score	16.7	12.6
5. Comparable Fire Station Project Examples	Aggregate Criterion Score	Aggregate Criterion Score

Evaluator		
Arreguin	13.0	13.0
Brown	12.0	12.0
Flores	12.0	10.0
Neu	13.0	13.0
Opperman	xx	xx
Self	14.0	13.0
Sowell	12.0	9.0
Vickery	12.0	12.0
Average Score	12.6	11.7
6. Efficacy of Presentation and Delivery	Aggregate Criterion Score	Aggregate Criterion Score
Evaluator		
Arreguin	13.0	13.0
Brown	20.0	16.0
Flores	19.0	17.0
Neu	18.0	16.0
Opperman	xx	xx
Self	20.0	14.0
Sowell	19.0	12.0
Vickery	18.0	15.0
Average Score	18.1	14.7
Total Average Score	100.4	86.0

PRESENTER: Jerry Baker, City Attorney

ITEM/SUBJECT: Consider approval of a contract between the City of Nacogdoches and Perdue Brandon Fielder Collins & Mott LLP, for the collection of delinquent municipal liens owed to the City of Nacogdoches. (City Attorney)

SUMMARY/BACKGROUND: Article II, Section 22(3) of the Charter of the City of Nacogdoches, Texas authorizes the City to establish a lien against property located within the city limits related to the regulation of the sanitary conditions on said property, and for the recovery of any expense incurred in the enforcement of these regulations for the health and sanitation of said city and its inhabitants. Such liens are more specifically enumerated under Chapters 14 and 34 of the Code of Ordinances.

The proposed contract with Perdue Brandon Fielder Collins & Mott LLP ("Perdue Brandon") is for the collection of delinquent municipal liens owed to the City of Nacogdoches under the Charter and City Ordinance provisions cited above. Under the terms of the contract, Perdue Brandon would be retained under a contingent fee arrangement to provide services for the collection of delinquent liens imposed for bringing property into compliance with city code, including, assessments for the mowing of vacant lots, removal of trash and debris from lots, demolition of substandard structures and abatement of other nuisances. The legal services provided by Perdue Brandon include recommendations and legal advice to the city to take legal enforcement action, representing the city in any dispute or legal challenge to the authority to collect such delinquent accounts, defending the city in litigation or challenges of its collection authority, and representing the city in collection interests in bankruptcy matters. In order to defray the cost of collections, Perdue Brandon would be compensated through the imposition of a twenty percent (20%) add-on fee to the liens imposed by the city.

Texas Government Code §2254.1036 authorizes a political subdivision, like the City of Nacogdoches, to enter into a contingent fee contract for legal services if the governing body of the municipality provides proper notice, as specified under the statute, and it approves the contract in an open meeting. The notice specified under Section 2254.1036 was filed along with the notice of this regular meeting of the City Council under the requirements of the Texas Open Meetings Act.

Additionally, in order to approve such a contract, the governing body is required to issue findings indicating that there is a substantial need for the legal services; the legal services cannot be adequately performed by the attorneys and supporting personnel of the political subdivision; and the legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which the services will be obtained or because the political subdivision does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

FINANCIAL:

No financial impact associated with this item

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

Neighborhood Revitalization and Attainable Housing

CITY CONTACT: Jerry Baker, City Attorney
bakerj@nactx.us
(936) 559-2503

ATTACHMENTS: 1. TCG Municipal Lien Collections Contract v1.1 061224 DRAFT
2. Written Findings

STATE OF TEXAS §
§
COUNTY OF NACOGDOCHES §

I.

II.

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FIRM reserves the right to return to the CITY all accounts not collected within one year of referral by the CITY or identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other party in this contract.

At least once each month on a date or dates agreed upon by the parties, the CITY will provide FIRM with copies of, or access to, the information once a lien has been made of record in the office of the County Clerk and necessary to collect the Delinquent Accounts Receivable that are subject to this contract. The CITY shall furnish the information to FIRM by electronic transmission, magnetic medium, or copies of physical records.

The FIRM shall forward to the City copies of any correspondence regarding a disputed lien amount due received from a property owner and the request for verification of the lien amount due. The CITY will provide FIRM within ten days of the receipt for the request for verification of the lien amount due, copies of all records which will verify the lien amount due which in turn will be forwarded to the account owner by the FIRM. All collection activity will be suspended on any disputed lien amount due until the appropriate verification of the lien amount due is delivered to the account owner.

III.

FIRM will direct all payments received by the FIRM and/or TCG collected at any CITY approved pay point to the CITY by any means approved by all parties to this contract deemed efficient and safe. The FIRM and/or TCG will prepare a Release and record the Release when necessary after the lien or assessment has been collected in full or set aside via any foreclosure action taken by the FIRM. Fees collected will be withheld from each payment received and invoiced to the CITY. FIRM reserves the right to return all accounts not collected within one (1) year of referral by CITY, as well as any accounts identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other party to this contract.

The FIRM shall forward all cashier checks or money order payments made payable to the CITY and any correspondence from account owner directly to CITY. Cashier checks or money order payments made payable to FIRM will be deposited into the FIRM'S trust account. Firm may also collect the lien amount due from account owner by credit card or electronic draft which is deposited directly into the FIRM trust account. FIRM may set up payment arrangements and accept partial payments on any delinquent account receivable. FIRM shall remit to the City all payments in full received into the FIRM trust account weekly, along with an invoice detailing the account number, name of account owner, lien amount paid to FIRM or CITY, FIRM fee percentage, and fees earned for each account.

IV.

CITY agrees to pay to FIRM

- (1) Zero percent (0%) of any lien where the FIRM has exhausted all tax remedy and the property has been foreclosed and/or sold or struck-off at Tax Sale. The FIRM will record a Release of Lien and be compensated a \$50.00 fee for the preparation of the Release and CITY will be billed by the FIRM for the recording fee for each Release recorded in such manner.

- (2) A twenty percent (20%) add-on fee to defray the cost of collections, passed by municipal ordinance, of any lien amount collected towards a lien or assessment imposed by the CITY.

All compensation shall become the property of FIRM at the time of payment. The CITY shall pay to FIRM said compensation monthly by check.

V.

FIRM and its subcontractor TCG agree to use commercially reasonable efforts to collect the delinquent liens and assessments turned over to FIRM and to provide legal advice to CITY when and if necessary.

FIRM shall indemnify and hold the CITY harmless from and against all liabilities, losses and/or costs arising from claims for damages, or suits for losses or damages, including reasonable costs and attorney's fees, which may arise as a result of FIRM's performance of the services described in this Contract. The indemnity provision of this Contract shall have no application to any claim or demand which results from the sole negligence or fault of the CITY, its officers, agents, employees, or contractors.

In the event of joint and / or shared negligence or fault of the CITY and FIRM, responsibility and indemnity, if any, shall be apportioned in accordance with Texas law and without waiving any defenses of either party. The provisions of this paragraph are intended for the sole benefit of the parties hereto and are not intended to create or grant any right, contractual or otherwise, to any other person or entities.

VI.

This contract shall commence on the ____ day of _____, 2024, and end when both parties mutually agree; provided, however, that either party to this agreement shall have the right to terminate this agreement by giving the other party thirty (30) days written notice of their desire and intention to terminate this agreement.

In the event that the CITY terminates this contract, FIRM shall cease collections immediately upon written notification by the CITY and all accounts shall be returned to the CITY by FIRM.

VII.

For purposes of sending notice under the terms of this contract, all notices from CITY shall be sent to FIRM and its subcontractor TCG by certified United States mail, or delivered by hand or by courier, and addressed as follows:

PERDUE, BRANDON, FIELDER, COLLINS & MOTT, LLP
110 N College Ave #1202
Tyler, TX 75702.

VIII.

This contract is made and is to be interpreted under the laws of the State of Texas.

In the event that any provision(s) of this contract shall for any reason be held invalid, illegal or unenforceable, the invalidity, illegality or unenforceability of that provision(s) shall not affect any other provision(s) of this contract, and it shall further be construed as if the invalid, illegal or unenforceable provision(s) had never been a part of this contract.

IX.

In consideration of the terms and compensation herein stated, FIRM and its subcontractor TCG hereby accepts said employment and undertakes performance of said contract as set-forth above.

X.

Pursuant to Chapters 2252, 2271, and 2274 of the Texas Government Code, the Firm verifies that it does not and will not for the term of this contract boycott Israel or energy companies; that it does not have a policy which discriminates against a firearm entity or firearm trade association nor will it create such a policy for the term of this contract; and that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. If you have a complaint against or dispute with this firm involving professional misconduct, the State Bar's Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint.

XI.

Every provision of this Agreement is intended to be severable. If any term or provision hereof is hereafter deemed by a Court to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Agreement, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

This contract is executed on behalf of CITY by the presiding officer of its governing body who is authorized to execute this instrument by order heretofore passed and recorded in its minutes.

This contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.

WITNESS the signature of all parties hereto this the ____ day of _____, 2024.

CITY OF NACOGDOCHES

By: _____

PERDUE, BRANDON, FIELDER, COLLINS & MOTT L.L.P.

By: _____
For the Firm

NOTICE PURSUANT TO GOVERNMENT CODE SEC. 2254.1036

WHEREAS, the City of Nacogdoches (“City”), will consider entering into contingent fee contracts with the law firm of Perdue Brandon Fielder Collins & Mott LLP (“Firm”) and hereby posts this notice pursuant to Sec. 2254.106 of the Texas Government Code.

WHEREAS, this notice shall be posted before or at the time of giving the written notice required by Texas Government Code Sec. 551.041 for a meeting described by Sec. 2254.1036(2) of the Government Code and shall announce the following:

- A. The City is pursuing a contract with the Firm for the collection of delinquent municipal liens owed to the City and through this contract the City seeks to increase recovery of its delinquent debts in as expeditious a manner as possible. TEX. GOVT. CODE §2254.1036(1)(A).
- B. The City believes the Firm has the competency, qualifications, and experience necessary to fulfill these contracts. TEX. GOVT. CODE §2254.1036(1)(B). The Firm has collected delinquent government receivables for nearly 50 years, including the collection of delinquent fines and fees, utility accounts, and municipal library accounts. The Firm currently has 12 primary offices and multiple satellite offices throughout Texas, Oklahoma, and Florida. It employs more than 400 individuals, including 52 attorneys. It uses a multi-office, fully integrated team approach allowing the City access to all its offices and resources. Its collection team consists of long-term Firm employees, including attorneys, call center associates, paralegals, law clerks, legal secretaries, collection support personnel and information technology experts. The Firm utilizes proprietary collection software that can be tailored to meet any special need the City may have. This proprietary software also automates many aspects of the collection process, such as: account/debtor research, mailings, and phone calls, return mail and address updates, payment notification and processing and workflow.
- C. The nature of any relationship between the City and the Firm is as follows. TEX. GOVT. CODE §2254.1036(1)(C): The Firm currently represents the City in regard to its delinquent ad valorem tax collections and its delinquent fines and fees.
- D. The City is unable to perform collection of its delinquent municipal lien accounts. TEX. GOVT. CODE §2254.1036(1)(D). The City currently does not have adequate support staff, computer software/programming, or experience to internally conduct these collection services and acquiring these will result in substantial expense to the City.
- E. These collection services cannot be provided for an hourly fee. TEX. GOVT. CODE §2254.1036(1)(E). The collection of delinquent liens is a high-volume practice, requiring a significant amount of research, mailing, and handling of outbound/inbound calls. An hourly fee for such work will likely exceed the amount of delinquent liens due.

- F. The City believes this contingent fee contract is in its best interest. TEX. GOVT. CODE §2254.1036(1)(F). Under the contingent fee contract, the Firm will be paid the amount of the percentage-based collection fee, regardless the number of hours the Firm spends researching, contacting, and mailing to collect the delinquent debt.

Executed this the ____ day of _____, 2024.

On Behalf of the City of Nacogdoches, Texas

Written Findings as to the Collections Contract with Perdue Brandon Fielder Collins & Mott LLP:

In an open meeting, the City Council for the City of Nacogdoches considered all matters listed in Section 2254.1036(a)(1) of the Government Code, as they relate to contingent fee contracts with Perdue Brandon Fielder Collins & Mott LLP.

The City Council for the City of Nacogdoches, pursuant to Section 2254.1036, of the Government Code, hereby finds the following to be true: 1) there is a substantial need for the legal services specified in said contracts; 2) these legal services cannot be adequately performed by the attorneys and supporting personnel of the City of Nacogdoches; and 3) these legal services cannot reasonably be obtained from attorneys in private practice under contracts providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which these services will be obtained or because the City of Nacogdoches does not have funds to pay the estimated amounts required under contracts providing only for the payment of hourly fees.

Therefore, this City Council hereby approves the contracts by and between the City of Nacogdoches and Perdue Brandon Fielder Collins & Mott LLP, for professional legal services regarding the collection of delinquent fines and fees to be paid in accordance with Article 103.0031(b), Texas Code of Criminal Procedure.

APPROVED and EXECUTED this the ____ day of _____, 2024.

On Behalf of the City of Nacogdoches, Texas

PRESENTER: Jerry Baker, City Attorney

ITEM/SUBJECT: Consider approval of an ordinance amending Chapter 34 – “Environment”, Article II. - "Weeds and Other Offensive Accumulation" and Chapter 14 – "Buildings and Building Regulations", Article VIII. – “Minimum Urban Standards Code”, Division 4. – “Unsafe Structures”, of the Code of Ordinances of the City of Nacogdoches, Texas; Providing a Severability Clause; Providing a Continuation Clause; Providing a Repeal Clause; and Providing an Effective Date. (City Attorney)

SUMMARY/BACKGROUND: Article II, Section 22(3) of the Charter of the City of Nacogdoches, Texas authorizes the city to provide for the inspection and regulation of the sanitary conditions of all premises and vacant lots within the City limits, for the removal of garbage, night soil, refuse and unsanitary vegetation; to provide for establishing a lien against the property for any expense [expense] incurred by the City in enforcing this provision and further to provide for the making and enforcing of all proper and reasonable regulations, for the health and sanitation of said City and its inhabitants.

The City Council of the City of Nacogdoches has exercised such authority and has adopted ordinances which impose municipal liens for expenses incurred for bringing property into compliance with city code, including, assessments for the mowing of vacant lots, removal of trash and debris from lots, demolition of substandard structures and abatement of other nuisances, as more specifically enumerated under Chapters 14 and 34 of the Code of Ordinances.

It is in the public interest that prompt payment of these expenses be made, and that the city pursue the recovery of any delinquent liens which have been imposed for such services. A contract with a private firm is being considered for the collection of outstanding liens. The proposed ordinance would add a collection fee of twenty percent (20%) in order to defray the cost of collection and compensate the firm for its services.

FINANCIAL:

No financial impact associated with this item

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

Neighborhood Revitalization and Attainable Housing

CITY CONTACT: Jerry Baker, City Attorney
baker@nactx.us
(936) 559-2503

ATTACHMENTS: 1. Ordinance_34-33 and 14-759_Assessment of Costs

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF NACOGDOCHES, TEXAS, AMENDING CHAPTER 34 – “ENVIRONMENT”, ARTICLE II. - WEEDS AND OTHER OFFENSIVE ACCUMULATION AND CHAPTER 14 – BUILDINGS AND BUILDING REGULATIONS”, ARTICLE VIII. – “MINIMUM URBAN STANDARDS CODE”, DIVISION 4. – “UNSAFE STRUCTURES”, OF THE CODE OF ORDINANCES OF THE CITY OF NACOGDOCHES, TEXAS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A CONTINUATION CLAUSE; PROVIDING A REPEAL CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

RECITALS:

WHEREAS, the City of Nacogdoches, pursuant to Subchapter A of Chapter 51, Texas Local Government Code, may adopt an ordinance that is for the good government, peace, or order of the municipality and is necessary or proper for carrying out a power granted by law to the municipality; and

WHEREAS, the governing body of a municipality, pursuant to Subchapter A of Chapter 54, Texas Local Government Code and Subchapter A of Chapter 214, Texas Local Government Code may enforce each rule or ordinance of the municipality; and

WHEREAS, the City of Nacogdoches is further authorized under Article II, §22 of its Charter to provide for the inspection and regulation of the sanitary conditions of all premises and vacant lots within the City limits, for the removal of garbage, night soil, refuse and unsanitary vegetation; to provide for establishing a lien against the property for any excuse [expense] incurred by the City in enforcing this provision and further to provide for the making and enforcing of all proper and reasonable regulations, for the health and sanitation of said City and its inhabitants; and

WHEREAS, the City Council has determined that it is in the public interest to ensure that prompt payment of these expenses be made, and that the City pursue the recovery of delinquent liens which have been imposed for such services; and

WHEREAS, the City of Nacogdoches has entered into a contract with a private firm to provide services for the collection of costs incurred by the City to bring any property into compliance with city code, including, assessments for the mowing of vacant lots, removal of trash and debris from lots, demolition of substandard structures and abatement of other nuisances;

WHEREAS, in order to defray the cost of collections by the city and compensate the firm for its services, a collection fee would be imposed;

WHEREAS, the City Council has determined the need to amend certain portions of these ordinances as set forth herein;

NOW, THEREFORE BE IT ORDAINED BY THE CITY OF NACOGDOCHES:

SECTION I

All above premises are hereby found to be true and correct legislative and factual findings.

SECTION II

CHAPTER 34 – “ENVIRONMENT”, ARTICLE II. – “WEEDS AND OTHER OFFENSIVE ACCUMULATION” of the Code of Ordinances of the City of Nacogdoches, Texas, is hereby amended, as set hereafter to include the following:

Sec. 34-33. Assessment of costs against owner.

- (a) The city council may assess expenses incurred under sections 34-31 and 34-32, against the real estate on which the work is done or improvements made.
- (b) To obtain a lien against the property, the mayor, city health inspector or city official designated by the mayor must file a statement of expenses with the county clerk. The lien statement must state the name of the owner, if known, and the legal description of the property. The lien attaches upon the filing of the lien statement with the county clerk.
- (c) The lien obtained by the city council is security for the expenditures made and interest accruing at the rate of ten percent on the amount due from the date of payment by the city.
- (d) The lien is inferior only to the following:
 - (1) Tax liens; and
 - (2) Liens for street improvements.
- (e) The city council may bring a suit for foreclosure in the name of the city to recover the expenditures and interest due.
- (f) The statement of expenses or a certified copy of the statement is prima facie proof of the expenses incurred by the city in doing the work or making the improvements.
- (g) The remedy provided by this section is in addition to the remedy provided by section 1-14.
- (h) The city council may foreclose a lien on property under this article in a proceeding relating to the property brought under V.T.C.A., Tax Code § 33.91 et seq.
- (i) To defray the cost of collections, the city shall impose an additional collection fee of twenty percent (20%) added on all debts and accounts receivable from the

expenses incurred to bring any property into compliance with city code, once a lien has been filed of record in the office of the county clerk.

(Code 1971, §§ 13-35, 13-36; Ord. No. 1243-2-01, §§ 13-35, 13-36, 2-6-2001; Ord. No. 1535-11-09, § 3, 11-17-2009)

Charter reference(s)—Authority of city to assess costs against owner, art. II, § 22[3].

State law reference(s)—Similar provisions, V.T.C.A., Health and Safety Code § 342.007.

...

CHAPTER 14 – “BUILDINGS AND BUILDING REGULATIONS”, ARTICLE VIII. – “MINIMUM URBAN STANDARDS CODE”, DIVISION 4. – “UNSAFE STRUCTURES” of the Code of Ordinances of the City of Nacogdoches, Texas, is hereby amended, as set hereafter to include the following:

Sec. 14-759. - Procedure for determination and abatement; notice; hearing; appeal.

The procedure set out herein shall be the minimum necessary for the building standards commission to enter a valid order concerning any building or structure in the city. A case before the commission may be commenced by the housing official or by the commission on its own initiative; in either case, the following procedures shall apply:

- (1) Upon written report of the housing official or recommendation of the building standards commission, the commission shall establish a docket and make inquiry into the present conditions and circumstances of any building or structure alleged to be substandard under the criteria set out herein. If, upon receipt of such information, the building standards commission believes and concludes that there is a reasonable basis upon which to investigate such preliminary allegations and findings, then the commission shall proceed as herein provided.
- (2) Notice shall be provided to the property owners and all occupants and lienholders of the property, identifying such property owners and occupants and lienholders as can best be determined by statutory due diligence and further identifying the property, its location and the improvements thought to be substandard. A title examination may occur in order that all owners and lienholders might be identified. Such notice shall state the possible result if the condition(s) described are judged substandard and shall state any deadlines that have been established for the hearing and review process. The owners and occupants shall be given notice of an opportunity to appear and show cause why said building, structure or improvements should not be declared substandard under the criteria set out in this Code and why the Commission should not enter appropriate orders to remedy the conditions determined to exist.

Such notice shall be delivered by certified mail, with return receipt requested, or by delivery by the United States Postal Service using signature confirmation service, to the known owners and occupants and lienholders at their last-known business address or place of residence and may also be personally delivered to the owners, tenants or occupants residing upon the property. Notice to all unknown owners shall be given by posting the same by attaching a copy to the front door or as close to the front door as practicable on each structure situated on the affected property. The notice shall be mailed and posted before the tenth day before the date of the hearing before the Commission and must state the date, time and place of the hearing. In addition, the notice must be published in a newspaper of general circulation in the municipality on one occasion before the tenth day before the date fixed for the hearing.

Notice of a proceeding before the commission may be filed in the Official Public Records of Real Property of Nacogdoches County. The notice must contain the name and address of the owner of the affected property if that information can be determined from a reasonable search of the instruments on file in the office of the county clerk, a legal description of the affected property, and a description of the proceeding. The filing of the notice is binding on subsequent grantees, lienholders, or other transferees of an interest in the property who acquire such interest after the filing of the notice and constitutes notice of the proceeding on any subsequent recipient of any interest in the property who acquires such interest after the filing of the notice.

- (3) On the day set in such citation and notice to show cause, a hearing shall be held before the building standards commission. The housing official or other designated individual appointed by the city manager shall present evidence before the commission, and the commission shall hear any additional evidence or rebuttal that may be presented by any party to the hearing. Based upon the evidence and solely under the criteria set out in this Code, the commission shall then determine whether or not such building or structure is a substandard building or structure.
- (4) The building standards commission shall have the power to order the demolition, partial demolition, repair, renovation or remodeling of any structure found to be substandard under the criteria herein provided. The commission shall issue an order as to any decision made, and such order shall specify the action to be taken and the time in which such action is to be taken and shall make affirmative findings as to the name of the property owner(s) and/or tenants and lien holders.

A copy of the final order of the commission shall be served upon the property owners and occupants and lien holders in the same manner as provided for the service of the notice herein required.

- (5) In the event any notice which is required herein to be served in person or by certified mail cannot be served because neither the owner nor occupant can be found, such notice shall be deemed to have been served if the same is published in a newspaper of general circulation. Any notice so published need not be the exact text of the notice intended to be mailed but may be a synopsis thereof so long as the same is of sufficient clarity and content to place all persons on notice as to the intent thereof.
- (6) Either the owner and/or occupant of any building or structure declared substandard by order of the building standards commission or any other third party aggrieved by a decision of the building standards commission may appeal the decision of the building standards commission by giving notice thereof to the city secretary within ten days from the date of such order and by paying a fee of \$150.00.

Upon perfection of such appeal, the secretary of the building standards commission shall forward the record of the commission to the city secretary. The city council shall review the same and may make any additional investigations or hear additional evidence and/or receive additional documents, which may be tendered and/or deemed necessary in order to determine the merit of any appeal. Upon appeal, the city council shall have the power to affirm, reverse or modify the order of the building standards commission and shall enter its order in accordance with its findings. A copy of the final order of the city council shall be served upon the appellant, the property owners and occupants in the same manner as provided for the service of the notice herein required.

- (7) If the owner or his representative shall fail or refuse to carry out such order or shall fail to carry out such order satisfactorily, the building standards commission or the housing official may, upon approval of the city manager, proceed to carry out such orders either by private contract or through an agency of the city, and the cost thus incurred shall constitute a valid lien against the property. The lien against the property for the expenses incurred by the city, including fees and interest, shall be prepared and filed in accordance with the provisions of section 34-33 of the code of ordinances.

SECTION III

Severability. If any word, article, phrase, paragraph, sentence, clause, or provision of this Ordinance shall be held to be invalid or unconstitutional, such holding shall in no way affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end provisions of this Ordinance are declared to be severable.

SECTION IV

Continuation. All provisions of Chapters 34 and 14 of the Code of Ordinances existing prior to the date of passage of this Ordinance remain in full force and effect.

SECTION V

Repeal. This Ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Nacogdoches, and this Ordinance shall not operate to repeal or affect any such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with provisions of this Ordinance, in which such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION VI

Effective Date. This Ordinance shall take effect ten (10) days from its passage and publication as may be required by governing law.

SECTION VII

Proper Notice & Open Meeting. It is hereby officially found and determined the meeting at which this Ordinance was passed was open to the public as required and public notice of time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

SECTION VIII

Official Public Records. The City Secretary is hereby authorized and instructed to file a signed and sealed copy of this Ordinance in and among the records of the City of Nacogdoches.

PASSED AND APPROVED this the ____ day of _____, 2024, by a vote of ____ (ayes) to ____ (nays) of the City Council of the City of Nacogdoches.

ATTEST:

CITY OF NACOGDOCHES

Rhonda Lewis, City Secretary

BY: _____
Randy Johnson, Mayor

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Jerry Baker, City Attorney

Scott Weems, Chief of Police

PRESENTER: Mike Neu, Executive Director of Development and Infrastructure

ITEM/SUBJECT: Receive a presentation on stormwater drainage improvement project updates as part of the Capital Improvement Program (CIP). (Executive Director of Development and Infrastructure)

SUMMARY/BACKGROUND: Staff recently completed, and is in progress to complete, multiple drainage improvement projects as part of the City's Capital Improvement Program (CIP) in fiscal year 2025.

Approved by voters under "Proposition C" in the November 2023 bond election, the City is authorized to issue general obligation bonds in the principal amount of \$5,900,000 for this purpose. In addition, Council has authorized the use of other funds received under the American Rescue Plan Act of 2021 (ARPA), as well as Utility Fund allocations, for this purpose.

Generally, the City's stormwater system collects and channels rainwater and other forms of excess water away from critical infrastructure such as roads and bridges. Areas of critical need were identified from analyses of flood conditions and system assessments by the Public Works Department. Drainage projects are dispersed geographically around the city in areas of greatest need, and improved infrastructure will prevent flooding of property and roads, as well as mitigate point sources of pollution (i.e., drain pipes and man-made ditches) in need of repair.

This presentation briefly summarizes the CIP drainage improvement projects recently completed and currently in progress for fiscal year 2025.

FINANCIAL:

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

CITY CONTACT: Michael Neu, Exec. Director of Development and Infrastructure
neum@nactx.us
(936) 559-2522

ATTACHMENTS: