January 23, 2025

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 approval of the purchase of a Caterpillar 305 Mini Excavator from Holt Cat, utilizing Sourcewell Cooperative Purchasing Contract #011723-CAT, in a not-to-exceed amount of $85,450.00. (Utility Construction Manager)

    B. Consider approval of a contract by and between the City of Nacogdoches and SCS Engineers for professional engineering services for 2024 Greenhouse Gas (GHG) Reporting for the Nacogdoches Landfill in a not-to-exceed amount of $9,500.00. (Director of Public Works)

    C. Consider approval of minutes for the January 7, 2025, Regular City Council meeting. (City Secretary)

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. **Public Hearing:** Discuss and consider action regarding Special Use Permit Case SUP2024-07 for Stone, Sand, Gravel & Mineral Extraction in an R-4 Multi-Family district on one parcel of land approximately 28.2 acres ± in size, more particularly described by Nacogdoches Central Appraisal District Parcel 85393; and generally located north of Powers Street between North Sanders Street and Old Tyler Road. (Interim City Planner)

B. **Public Hearing:** Discuss and consider action regarding Zoning Case ZON2024-05 to amend the current zoning of R-1 Single-Family to R-2 Single-Family on two parcels of land approximately 3.1 acres ± in size, more particularly described by Nacogdoches Central Appraisal District Parcels 31635 and 85292; and generally located north of the intersection of Tanglewood Circle and Tangleberry Street, Nacogdoches, Texas. (Interim City Planner) ***[Withdrawn by applicant]***

C. Discuss and consider a donation from the Parks Advocacy League in the amount of $28,125.38 for park benches and picnic tables. (Community Services Director)

7. 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

This meeting will be conducted pursuant to Chapter 551 of the Texas Government Code. The Council reserves the right to adjourn into Executive Session at any time during the meeting to discuss any of the above posted agenda, as authorized by Texas Local Government Code Sections 551.071 [litigation and certain consultation with attorney], 551.072 [acquisition of interest in real property], 551.073 [prospective gift to city], 551.074 [certain personnel deliberations], 551.076 [deployment/implementation of security personnel or devices], or 551.087 [deliberations regarding economic development negotiations]. The City of Nacogdoches is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications may be provided upon request. Please contact the City Secretary at (936) 559-2506 for information. I certify the notice of meeting was posted in the directory outside of City Hall, 202 E. Pilar Street, Nacogdoches, Texas 75961, on MONTH DAY, YEAR by TIME pursuant to Chapter 551 of the Texas Government Code.

_____

Rhonda Lewis, City Secretary

City Council Meeting

Date: January 23, 2025

Agenda Item: 5.A.

PRESENTER: Jason Smith, Utility Construction Manager

ITEM/SUBJECT: Consider approval of the purchase of a Caterpillar 305 Mini Excavator from Holt Cat, utilizing Sourcewell Cooperative Purchasing Contract #011723-CAT, in a not-to-exceed amount of $85,450.00. (Utility Construction Manager)

SUMMARY/BACKGROUND: Staff has procured a quote for a Caterpillar 305 mini excavator used in the Utility Construction Division from Holt Cat in the amount of $85,450.00. They are under a Sourcewell cooperative purchasing contract (Sourcewell Contract #011723-CAT) which is exempt from the competitive bidding process under Texas Local Government Code Section 252.022(a)(12)(D). This is a budgeted item in the FY24-25 budget.

FINANCIAL:
Item is budgeted:

Account No.: 30.37 680.25
Account Name: *Utility Construction - Equipment & Machinery*
Amount: $ 85,450.00

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

CITY CONTACT: Jason Smith, Utility Construction Manager
smithje@nactx.us
(936) 564-7980

ATTACHMENTS: 1. Quote - Holt Cat

DATE: Dec 26, 2024

QUOTE #:351213-01

CITY OF NACOGDOCHES
JASON SMITH
PO BOX 635070
NACOGDOCHES, TEXAS 75963-5070

Lively, Charles
936.675.1200

One (1) New Caterpillar Model: 305 CR Compact Construction Equipment with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: HL3002712

SALE PRICE	$85,450.00
EXT WARRANTY	Included
TOTAL PRICE	**$85,450.00**
SUB TOTAL	**$85,450.00**
TOTAL PURCHASE PRICE	**$85,450.00**

WARRANTY

Standard Warranty:	24 Month/2000 Hour Total Machine Limited Warranty
Extended Warranty:	60 MO/3000 HR PREMIER

NOTES

MACHINE SPECIFICATIONS

STOCK NUMBER: HL3002712

DESCRIPTION	REF.#
305 CR MINI EXCAVATOR (DCA4B)	638-2098
MIRROR, CAB, RIGHT	428-7870
BELT, SEAT, 3" RETRACTABLE	510-6085
WATER JACKET HEATER, 120V	519-8302
CAT KEY, WITH PASSCODE OPTION	522-6460
BOOM, SWING	527-7599
LINES, BOOM	527-7611
TRACK, 16", RUBBER BELT	527-7627
CAB, WITH HEAT AND A/C	576-7025
COUNTERWEIGHT, STANDARD	576-9149
ALARM, TRAVEL	579-8852
ELECTRICAL ARR, C1.7 HRC	579-8859
LIGHTS, LED	579-8868
LIGHTS, LED, REAR	579-8870
MONITOR NEXT GEN, CAMERA READY	579-8876
CAMERA, REAR VIEW	579-8892
LINES, STICK	584-3653
LINKAGE BUCKET W/LIFTING EYE	584-4306
CONTROL, QC, 3 LINE	584-4311
LINES, QC, LNG STK, 3 LINE	586-0416
STICK, LONG, 1- AUX, ANGLE BLD	596-7646
BLADE, ANGLE, BOLT ON CUTTING EDEGES	597-0755
INTEGRATED RADIO V2	639-4462
PRODUCT LINK, CELLULAR PL243	628-8009
BUCKET-HD, 24", 4.6 FT3, 5T	464-9911
PINS, BUCKET, 45MM (PINS FOR 18" & 30")	282-2785
COUPLER, PIN GRABBER, HYDR.D.LOCK, 5-6T	485-5301
BUCKET-HD, 18", 3.1 FT3, 5T	464-9909
BUCKET-HD, 30", 6.1 FT3, 5T	464-9912

STANDARD EQUIPMENT

POWERTRAIN

Cat C1.7T diesel engine
-U.S. EPA tier 4 final
-EU stage V
-ISO 9249/EEC 80/1270
-Rated net power 34.1kW
-2,400 rpm - ISO 9249/EEC 80/1269
-Electronic engine, turbo, DOC (diesel oxidation catalyst)

Automatic engine idle
Automatic engine shut-off
Automatic swing brake
Automatic two speed travel
Fuel and water separator with indicator
Radial seal, double element air filter with restrictions indicator

HYDRAULICS

Smart tech electronic pump
Variable displacement piston pump
Load sensing & flow sharing hydraulics

Power on demand
Hydraulic temperature monitoring
Accumulator - certified

ELECTRICAL

12 volt electrical system
85 ampere alternator
650 CCA maintenance free battery
Battery disconnect
Circuit breaker

Ignition key stop switch
Signalling/warning horn
Work lights
-Cab, boom left
-Courtesy safety light

OPERATOR ENVIRONMENT

Sealed and pressurized unitized cab
Operator sound pressure 72 dB(A) ISO6396
Integrated lower front window
Rear window emergency exit
Radio - bluetooth, USB, aux, mic
12V power socket
Ergonomic joystick control levers
Adjustable wrist rests
Pattern changer
Color LCD monitor
-Fuel level, coolant temperature and warning indicator
-Maintenance and machine monitoring
-Performance & machine adjustments
-Numeric security code

-Multiple languages
-Hour meter
-Jog dial control interface
Coat hook
Cup holder
Hydraulic lockout controls
Literature holder
Molded footrests
Removable washable floormat
Retractable flourescent "high visibility" seat belt
Travel control pedals with hand levers
Utility space for mobile phone
skylight
mounting bosses for top & front guards

FLUIDS

Extended life coolant - 37C

Hydro advanced hydraulic oil

OTHER STANDARD EQUIPMENT

Cat key with passcode option

Roll-over protective structure (ROPS)

Locks on external enclosure doors
Lockable fuel cap
Beacon socket
Ecology drain - engine oil
Side by side engine & hydraulic
oil cooler
Stick steer mode
Cruise control mode
Power on demand
Rear reflectors

(ISO 12117-2)
Product Link PL243 (regulations apply)
Auxiliary hydraulic lines
-1-way and 2-way (combined function)
-Auxiliary line quick disconnects
-Adjustable auxiliary flow
-Continuous flow
-Adjustable auxiliary relief
Thumb ready stick

City Council Meeting

Date: January 23, 2025

Agenda Item: 5.B.

PRESENTER: Case Opperman, Director of Public Works

ITEM/SUBJECT: Consider approval of a contract by and between the City of Nacogdoches and SCS Engineers for professional engineering services for 2024 Greenhouse Gas (GHG) Reporting for the Nacogdoches Landfill in a not-to-exceed amount of $9,500.00. (Director of Public Works)

SUMMARY/BACKGROUND: Federal regulations require mandatory annual greenhouse gas (GHG) reporting for certain facilities that directly emit GHG, including landfills. This work includes the preparation and submittal of the required GHG emissions estimates and associated information required by the federal rule. SCS Engineers has historically handled this monitoring and reporting for the City. SCS Engineers has a long history at the City Landfill with projects and reporting and staff is comfortable with them handling this task for the 2024 calendar year. This contract is in the amount of $9,500 for this reporting. There is a budget available for this contract in the FY24-25 budget.

FINANCIAL:
Item is budgeted:

Account No.: 31.41 630.71
Account Name: *Sanitation Disposal - Consulting Services*
Amount: $ 9,500.00

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

CITY CONTACT: Case Opperman, Director of Public Works/City Engineer
oppermanc@nactx.us
(936) 559-2515

ATTACHMENTS: 1. SCS Engineers Contract

CITY OF NACOGDOCHES
ARCHITECTURAL & ENGINEERING
PROFESSIONAL SERVICES CONTRACT

This Contract is between the **City of Nacogdoches**, a Texas home-rule municipal corporation, (the "City") and **SCS Engineers** (the "Consultant"), whereby the Consultant agrees to provide the City with certain professional services as described herein and the City agrees to pay the Consultant for those services.

ARTICLE I
Scope of Services

1.01 In consideration of the compensation stated in paragraph 2.01 below, the Consultant agrees to provide the City with the professional services as described in **Exhibit A,** the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows: **2024 Greenhouse Gas (GHG) Reporting** (the "Project").

ARTICLE II
Payment

2.01 In consideration of the Consultant's provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Consultant according to the terms set forth in **Exhibit B**. Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed **Nine Thousand Five Hundred and 00/100 Dollars ($ 9,500.00)**.

ARTICLE III
Time of Performance and Construction Cost

3.01 The Consultant shall complete the professional services within the times set forth in **Exhibit B**. Consultant expressly agrees that such times are as expeditious as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

3.02 **Time is of the essence of this Contract.** The Consultant shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified. Promptly after the execution of this Contract, the Consultant shall prepare and submit for the City to approve in writing, a detailed schedule for the performance of the Consultant's services to meet the City's project milestone dates which are included in this Contract. The Consultant's schedule shall include allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the Project. The schedule will also specify payment milestones associated with design tasks.

3.03 The Consultant's services consist of all of the services required to be performed by Consultant, Consultant's employees and Consultant's sub-consultants under the terms of this Contract. Such services are set forth in the attached Exhibit A. The Consultant shall contract and employ at its expense sub-consultants necessary for the design of the Project, and such sub-consultants shall be licensed as required by the State of Texas and approved in writing by the City.

3.04 The Consultant shall designate a principal of the firm reasonably satisfactory to the City who shall, for so long as acceptable to the City, be in charge of Consultant's services to be performed hereunder through to completion, and who shall be available for general consultation throughout the Project. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by the City, prior to replacement.

3.05 Consultant shall be responsible for the coordination of all drawings and design documents relating to Consultant's design and used on the Project, regardless of whether such drawings and documents are prepared by Consultant. Consultant shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through Consultant and for its compliance with all applicable codes, ordinances, regulations, laws and statutes.

~~3.06 Consultant's evaluations of the City's project budget and the preliminary estimates of construction cost and detailed estimates of construction cost represent the Consultant's best judgment as a design professional familiar with the construction industry.~~

~~ARTICLE IV~~
~~Conceptual Design~~

~~4.01 Consultant shall meet with the City for the purpose of determining the nature of the Project. The Consultant shall inquire in writing as to the information it believes the City may have in its possession that is necessary for the Consultant's performance. The City shall provide the information within its possession that it can make available to the Consultant. The City shall designate a representative to act as the contact person on behalf of the City.~~

~~4.02 The Consultant shall determine the Project needs, including, but not limited to, tests, analyses, reports, site evaluations, surveys, comparisons with other municipal projects, review of budgetary constraints and other preliminary investigations necessary for the~~

~~Project. Consultant shall verify the observable existing conditions of the Project and verify any existing as-built drawings. Consultant shall confirm that the Project can be designed and constructed within the time limits outlined in this Contract. Consultant shall prepare a detailed design phase schedule which includes all review and approval periods during the project phases from Conceptual Design to Construction, design development and construction document phases. Consultant shall confirm that the Project can be designed and constructed for the dollar amount of the Project budget, if applicable. Consultant shall generally review the City's available budget for the Project and provide an early opinion of the adequacy of funds for the intended scope of work.~~

~~4.03 The Consultant shall prepare a Conceptual Design that shall include preliminary schematic layouts, alternative ideas, surveys, sketches and exhibits demonstrating the considerations involved in the Project. The Conceptual Design shall contemplate compliance with all applicable laws, statutes, ordinances, codes and regulations. Upon the City's request, the Consultant shall meet with City staff and/or City Council to make a presentation of its report.~~

~~ARTICLE V~~
~~Preliminary Design~~

~~5.01 The City shall direct the Consultant to commence work on the Preliminary Design by sending to the Consultant a letter of authorization to begin work on the Preliminary Design pursuant to this Contract. Upon receipt of the letter of authorization to commence Preliminary Design, the Consultant shall meet with the City for the purpose of determining the extent of any revisions to the Conceptual Design.~~

~~5.02 The Consultant shall prepare the Preliminary Design of the Project, including, but not limited to, the preliminary drawings and specifications and other documents to fix and describe the size and character of the Project as to civil, architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. The Consultant shall submit to the City a detailed estimate of the construction costs of the Project, based on current area, volume, or other unit costs. This estimate shall also indicate costs for allowances, contingencies, fees, permits, and all other costs involved in constructing the Project and the time required for construction of the Project from commencement to final completion.~~

~~5.03 Upon completion of the Preliminary Design of the Project, the Consultant shall so notify the City. Upon request the Consultant shall provide a Preliminary Engineering Report and meet with the City staff and/or City Council to make a presentation of its Preliminary Design of the Project. The Consultant shall provide an explanation of the Preliminary Design and cost estimate and shall verify that, to the best of Consultant's belief, the Project requirements and construction can be completed within the Project budget and schedule.~~

~~ARTICLE VI~~
~~Final Design~~

~~6.01 The City shall direct the Consultant to commence work on the Final Design of the Project by sending to the Consultant a letter of authorization to begin work on the Final Design phase of the Project. Upon receipt of the Letter of Authorization to proceed with Final Design of the Project, the Consultant shall immediately prepare the Final Design, including, but not limited to, the bid documents, contract, drawings, and specifications, to fix and describe the size and character of the Project as to civil, structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate. The Final Design of the Project shall comply with all applicable laws, statutes, ordinances, codes and regulations.~~

~~6.02 Notwithstanding the City's approval of the Final Design, the Consultant warrants that the Final Design will be sufficient and adequate to fulfill the purposes of the Project. Additionally, Consultant will provide technical criteria, written descriptions and design data for the City's use in filing applications for permits from other governmental authorities or entities. Consultant shall assist the City in the preparation of permits and consultations with other entities having jurisdiction over the Project.~~

~~6.03 The Consultant shall prepare and separately seal the special provisions, the technical specifications, and bid proposal form(s) in conformance with the City's *current* pre-approved, "Standard Form of Construction Agreement" for the construction contract between the City and the construction contractor. The Consultant hereby agrees that no changes, modifications, supplementations, alterations, or deletions will be made to the City's standard form without the prior written approval of the City.~~

~~6.04 The Consultant shall provide the City with complete construction design plans and contract documents sufficient to be advertised for bids by the City. The contract documents shall include the design and specifications and other changes that are required to fulfill the purpose of the Project. Upon completion of the Final Design of the Project, with the submission of the complete contract documents, and upon request of the City, the Consultant shall meet with City staff and/or the City Council to present the Final Design of the Project. The Consultant shall provide an explanation of the Final Design and cost estimate.~~

~~ARTICLE VII~~
~~Bid Preparations & Evaluation~~

~~7.01 The Consultant shall assist the City in advertising for and obtaining bids or negotiating proposals for the construction of the Project. Upon request, the Consultant shall meet with City staff and/or the City Council to present, and make recommendations on, the bids submitted for the construction of the Project.~~

~~7.02 The Consultant shall review the construction contractors' bids, including subcontractors, suppliers, and other persons required for completion of the Project. The Consultant shall~~

~~evaluate each bid and provide these evaluations to the City along with a recommendation on each bid. The Consultant shall also review the qualifications and references of the lowest responsible bidder. A written evaluation of the bids shall be provided to the City by Consultant and shall include any bidding irregularities subject to waiver. If the lowest bid for the construction of the Project exceeds the final cost estimate set forth in the Final Design of the Project, then the Consultant, at its sole cost and expense, shall revise the construction documents so that the total construction costs of the Project will not exceed the final cost estimate contained in the Final Design of the Project.~~

~~7.03 Where substitutions are requested by a construction contractor, the Consultant shall review the substitution requested and shall recommend approval or disapproval of such substitutions.~~

~~ARTICLE VIII~~
~~Construction Administration~~

~~8.01 The Consultant shall be a representative of, and shall advise and consult with, the City (1) during construction, and (2) at the City's direction from time to time during the correction or warranty period described in the construction contract. The Consultant shall have authority to act on behalf of the City only to the extent provided in this Contract unless modified by written instrument.~~

~~8.02 The Consultant shall make visits to the site, with a frequency appropriate to the scope of the Project, to inspect the progress and quality of the executed work of the construction contractor and its subcontractors and to determine if such work is proceeding in accordance with the contract documents. Consultant shall periodically review the as-built drawings for accuracy and completeness, and shall report its findings to the City.~~

~~8.03 Resident Project Representative (RPR): The Consultant shall provide the services of an RPR to support more frequent and extensive observations of the contractor's work. The presence of the RPR will not diminish the responsibilities of the Consultant's design professionals to provide site visits to monitor the progress of the project. Duties and responsibilities of the RPR include:~~

~~a. The RPR will generally deal directly with the contractor and report to the Consultant, who in turn will report to the City. The RPR works under the direction of the Consultant. The RPR may communicate directly with the City, but only with the knowledge of the Consultant.~~

~~b. The RPR will not normally direct the work of the contractor but shall observe its compliance with the plans and specifications and report such directly to the Consultant. The RPR can communicate any concerns directly to the contractor, but all observed conditions will always be given to the Consultant as well.~~

~~c. If the RPR observes unsafe conditions, or other potentially hazardous conditions that might risk life and safety to anyone, he/she will immediately report such to the~~

~~contractor, Consultant and City. In such circumstances, the RPR will have the authority to stop the work of the contractor until the issue can be resolved.~~

~~d. The RPR shall, on behalf of the Consultant, make and keep as-built drawings in the field to record any variances from the original designs shown in plans and specifications.~~

~~e. The RPR shall keep and maintain inspection reports for each day he/she is present on the project site. These reports shall be made available to the City at the end of the project. The daily reports shall include times of observations, activities observed, materials used or delivered to the job, problems encountered and solutions or adjustments made in the field.~~

~~f. The RPR shall review pay estimates from the contractor, on behalf of the Consultant, to verify the quantity and quality of work requested for payment. At no time will the RPR approve pay estimates, contract addendums, modifications, or change orders involving changes in the contract price.~~

~~g. The RPR shall be present to observe and witness all testing of on-site equipment and installed materials under the direction of the Consultant.~~

~~8.04 The Consultant shall keep the City informed of the progress and quality of the work through periodic project meetings and written monthly status reports. The Consultant shall employ the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license in discovering and promptly reporting to the City any defects or deficiencies in such work and shall disapprove or reject any work failing to conform to the contract documents.~~

~~8.05 The Consultant shall review and approve shop drawings and samples, the results of tests and inspections, and other data that each construction contractor or subcontractor is required to provide. The Consultant's review and approval shall include a determination of whether the work complies with all applicable laws, statutes, ordinances and codes and a determination of whether the work, when completed, will be in compliance with the requirements of the contract documents.~~

~~8.06 The Consultant shall determine the acceptability of substitute materials and equipment that may be proposed by construction contractors or subcontractors. The Consultant shall also receive and review maintenance and operating instruction manuals, schedules, guarantees, and certificates of inspection, which are to be assembled by the construction contractor in accordance with the contract documents.~~

~~8.07 The Consultant shall issue all instructions of the City to the construction contractor as well as interpretations and clarifications of the contract documents pertaining to the performance of the work. Consultant shall interpret the contract documents and judge the performance thereunder by the contractor constructing the Project, and Consultant shall,~~

~~within a reasonable time, render such interpretations and clarifications as it may deem necessary for the proper execution and progress of the work. Consultant shall receive no additional compensation for providing clarification of the drawings and specifications.~~

~~8.08 The Consultant shall review the amounts owing to the construction contractor and recommend to the City, in writing, payments to the construction contractor of such amounts. The Consultant's recommendation of payment, being based upon the Consultant's on-site inspections, observations, and its experience and qualifications as a design professional, shall constitute a recommendation by the Consultant to the City that the quality of such work is in accordance with the contract documents and that the work has progressed to the point reflected in Consultant's recommendation for payment.~~

~~8.09 Upon notification from the construction contractor that the Project is substantially complete, the Consultant shall conduct an inspection of the site to determine if the Project is substantially complete. The Consultant shall prepare a checklist of items that shall be completed prior to final acceptance. Upon notification by the construction contractor that the checklist items designated by the Consultant for completion have been completed, the Consultant shall inspect the Project to verify final completion.~~

~~8.10 The Consultant shall not be responsible for the work of the construction contractor or any of its subcontractors, except that the Consultant shall be responsible for the construction contractor's schedules or failure to carry out the work in accordance with the contract documents if such failures result from the Consultant's negligent acts or omissions. This provision shall not alter the Consultant's duties to the City arising from the performance of the Consultant's obligations under this Contract.~~

~~8.11 The Consultant shall conduct at least one on-site inspection during the warranty period and shall report to the City as to the continued acceptability of the work.~~

~~8.12 The Consultant shall recommend and prepare change orders, work directives and clarification notices on behalf of the City but shall not execute and issue such documents or otherwise alter the financial scope of the Project without an advance, written authorization from the City.~~

~~8.13 The Consultant shall perform all of its duties under this Article VIII so as to not cause any delay in the progress of construction of the Project.~~

~~8.14 The Consultant shall assist the construction contractor and City in obtaining a Certificate of Occupancy by accompanying governing officials during inspections of the Project if requested to do so by the City.~~

ARTICLE IX
Change Orders & Documents & Materials

9.01 No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid to Consultant except upon the

prior written order from authorized personnel of the City. The Consultant shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project, except upon the prior written approval from authorized personnel of the City.

9.02 a. When the original contract amount plus any prior change orders is less than $50,000, the City Manager or his delegate may approve the written change order provided the change order does not increase the total amount set forth in the contract to more than $50,000. For such contracts, when a change order results in a total contract amount that exceeds $50,000, the City Council must approve such change order prior to commencement of the services or work.

b. When the original contract amount plus any prior change orders is equal to or greater than $50,000, the City Manager or his delegate may approve the written change order provided the change order does not exceed $50,000, and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds $50,000 or when the sum of all change orders exceeds 25% of the original contract, the City Council must approve such change order prior to commencement of the services or work.

c. **Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Consultant providing such services ~~or the right to payment for such additional services shall be waived~~.** If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.

9.03 ~~The Consultant shall furnish the City _____ (__) sets of plans and specifications. It is hereby agreed that additional copies shall be provided to the City at the City's expense. The Consultant shall provide the City _____ (__) sets of reproducible, mylar record drawings that clearly show all the changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant.~~ The Consultant shall provide copies of documents, computer files if available, surveys, notes, and tracings used or prepared by the Consultant. The foregoing documentation, the Consultant's work product, and other information in the Consultant's possession concerning the Project shall be the property of the City from the time of preparation. ~~The Consultant shall furnish one set of digital files representing the final record drawings.~~

ARTICLE X
Warranty, Indemnification & Release

10.01 Pursuant to Section 271.904(d) of the Texas Local Government Code, the Consultant shall perform the services with the professional skill and care ordinarily provided by competent

engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary skill and care of a competent engineer or architect. The ~~Consultant warrants that the~~ information provided by the Consultant, the design, the preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, and the performance of all other services under this Contract are performed with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar circumstances and professional license. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Consultant, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their designs, information, plans, specifications or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Consultant, its employees, associates, agents, or subcontractors.

10.02 The Consultant shall promptly correct any ~~defective~~ designs or specifications furnished by the Consultant which do not meet the standard of care set forth in paragraph 10.01 above at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Consultant's services hereunder or of the Project itself shall in no way alter the Consultant's obligations or the City's rights hereunder.

10.03 In all activities or services performed hereunder, the Consultant is an independent contractor and not an agent or employee of the City. The Consultant and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Consultant shall be responsible for the professional services and the final work product contemplated under this Contract. Except for materials furnished by the City, the Consultant shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The Consultant shall have ultimate control over the execution of the services it is to provide under this Contract. The Consultant shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Consultant or any of the Consultant's subcontractors.

10.04 The Consultant must at all times exercise reasonable precautions on behalf of, and be ~~solely~~ responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as its personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Consultant, its officers, employees, agents, and subcontractors, ~~invitees, licensees, and other persons~~.

10.05 INDEMNITY. THE CONSULTANT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND/OR EMPLOYEES, ~~REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES~~ (SEPARATELY AND COLLECTIVELY REFERRED TO IN THIS PARAGRAPH AS "INDEMNITEE"), FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY

FEES, AND EXPENSES CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILFULL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY AND OTHERWISE RELATED TO CONSULTANT'S FAILURE OF PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE CONSULTANT OR ITS AGENTS, EMPLOYEES, SUB-CONTRACTORS, ORDER FULFILLERS, OR CONSULTANTS UNDER CONTRACT TO CONSULTANT, OR ANOTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT.

10.06 CONSULTANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS ~~AND/OR~~ IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF CONSULTANT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR THE CITY'S AND /OR CONSULTANT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE CITY BY CONSULTANT ~~OR OTHERWISE TO WHICH THE CITY HAS ACCESS AS A RESULT OF CONSULTANT'S PERFORMANCE UNDER THE CONTRACT~~.

10.07 CONSULTANT AND THE CITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM UNDER 10.05 OR 10.06. CONSULTANT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE OF ANY LAWSUIT SHALL BE COORDINATED BY THE CONSULTANT WITH THE CITY ATTORNEY WHEN THE CITY IS NAMED DEFENDANT IN ANY LAWSUIT AND CONSULTANT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE CITY ATTORNEY. IF THE CITY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF CONSULTANT OR IF THE CITY IS REQUIRED BY LAW TO SELECT SEPARATE COUNSEL, THE CITY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND THE CONSULTANT WILL PAY ALL REASONABLE COSTS OF THE CITY'S COUNSEL.

~~**10.08 Release. The Consultant releases, relinquishes, and discharges the City, its officers, agents, employees, and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Consultant or its employees and any loss of or damage to any property of the Consultant or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Consultant's work to be performed**~~

~~**hereunder. Both the City and the Consultant expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Consultant or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Consultant, or any third party.**~~

10.09 The indemnities in this Article 10 are intended to comply with Texas Local Government Code 271.904. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification, release or other obligations under Paragraphs 10.05, 10.06, 10.07 and 10.08 such legal limitations are made a part of the obligations and shall operate to amend same to the minimum extent necessary to bring the provision(s) into conformity with the requirements of such limitations, and as so modified, the obligations set forth therein shall continue in full force and effect.

ARTICLE XI
Insurance

11.01 The Consultant shall procure and maintain at its sole cost and expense for the duration of this Contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are as set forth on **Exhibit C.**

ARTICLE XII
Use of Drawings, Specifications and Other Documents

12.01 The drawings, specifications and other documents prepared by the Consultant and Consultant's sub-consultants for this Project shall become the property of the City whether the Project is completed or not. The City shall be furnished and permitted to retain reproducible copies and electronic versions of Consultant's drawings, specifications and other documents.

12.02 The documents prepared by Consultant may be used as a prototype for other facilities by the City. The City may elect to use the Consultant to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype. If so, the Consultant is obligated to perform the work for an additional compensation that will fairly compensate the Consultant and its sub-consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Contract. If the City elects to employ a different architect or engineer to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype, that architect or engineer will be entitled to use Consultant's sub-consultants on the same basis that Consultant would have been entitled to use them for the work on the reuse of the prototype, and such architect or engineer will be

entitled, to the extent allowed by law, to duplicate the design and review and refer to the construction documents, approved shop drawings and calculations, and change order drawings in performing its work. The Consultant will not be responsible for errors and omissions of a subsequent architect or engineer. The Consultant shall commit its sub-consultants to the terms of this subparagraph. The provisions of this section shall survive termination of this Contract.

12.03 In the event of termination of this Contract for any reason, the City shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

12.04 The details of the drawings relating to this Project and other general non-project specific information may be used by the Consultant on other projects, but they shall not be used as a whole without written authorization by the City. The City-furnished forms, conditions, and other written documents shall not be used on other projects by the Consultant.

ARTICLE XIII
Termination

13.01 The City may terminate this Contract at any time upon **thirty (30)** calendar days' written notice. Upon the Consultant's receipt of such notice, the Consultant shall cease work immediately. To the extent of funds appropriated or otherwise legally available for such purposes, the Consultant shall be compensated only for the services properly performed prior to the termination date.

13.02 If, through any cause, the Consultant fails to fulfill its obligations under this Contract, or if the Consultant violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Consultant **five (5)** calendar days written notice to the Consultant. The Consultant will be compensated for the services properly performed prior to the termination date.

13.03 No term or provision of this Contract shall be construed to relieve the Consultant of liability to the City for damages sustained by the City because of any breach of contract and/or negligence by the Consultant. The City may withhold payments to the Consultant for the purpose of setoff until the exact amount of damages due the City from the Consultant is determined and paid.

ARTICLE XIV
Miscellaneous Terms

14.01 This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Nacogdoches County, Texas.

14.02 The City, or if State funds are used to pay any part of this contract, the State Auditor, may conduct an audit or investigation of any entity receiving funds directly under this contract

or indirectly through a subcontract under the contract. Acceptance of funds under the contract or through a subcontract under the contract acts as acceptance of the authority of the City or the State Auditor to conduct an audit or investigation. Consultant agrees to cooperate and must provide the City and/or State Auditor with access to any information the City and/or State Auditor considers relevant to the investigation or audit. The Consultant agrees to refund to the City any overpayments disclosed by any such audit.

14.03 The Consultant shall retain all such records for a period of four (4) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Consultant are resolved, whichever is longer.

14.04 Consultant hereby assigns to the City any and all claims for overcharges associated with this Agreement which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and/or which arise under the antitrust laws of the State of Texas, Business and Commerce Code Ann., Section 15.01, et seq.

14.05 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

City of Nacogdoches
Attn: City Manager
202 East Pilar Street
P.O. Box 635030
Nacogdoches, Texas 75961

Consultant:
SCS Engineers
Attn: Jeff Reed
12651 Briar Forest Drive, Suite 205
Houston, Texas 77077

14.06 No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

14.07 This Contract represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

14.08 This Contract and all rights and obligations contained herein may not be assigned by the Consultant without the prior written approval of the City.

14.09 If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that

by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14.10 The Consultant, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Nacogdoches, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Consultant must obtain all necessary ~~permits and~~ licenses required in completing the work and providing the services required by this Contract.

14.11 **Contractor Affirmations:** If this contract is funded in whole or in part by money from the State of Texas, State law requires the following certifications, representations and/or warranties. Regardless of funding by the State, by signature hereon affixed, the Contractor hereby certifies that:

(a) Contractor has not given, offered to give, 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 in connection with this Contract.

(b) Contractor represents and warrants that it has no actual or potential conflicts of interest in the goods and or services described in the scope of work to this contract.

(c) **Antitrust**. Pursuant to 15 U.S.C. §1, et seq. and Tex. Bus. & Comm. Code §15.01, et seq. neither the contractor nor the firm, corporation, partnership, or institution represented by the contractor, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

(d) **Debarment**. Contractor certifies that Contractor and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Contractor is in compliance with the State of Texas statutes and rules relating to procurement. Entities ineligible for state procurement are listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration. Entities ineligible for federal procurement are listed at http://www.sam.gov/content/exclusions .

(e) **Terrorism Watch List.** Contractor represents and warrants that it does not do business with Iran, Sudan or a foreign terrorist organization as prohibited by Texas Government Code 2252.152. Contractor certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

(f) **Convictions**. Under Sections 2155.006, 2155.0061 and 2261.053 of the Texas Government Code, Contractor certifies that it is not ineligible to receive the specified contract and may be terminated and payment withheld if this certification is inaccurate.

These sections prohibit contracts that include proposed financial participation by an individual or business entity who has been convicted in the past five years of (a) violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Gov't Code, occurring after September 24, 2005; and (b) of any offense related to the direct support or promotion of human trafficking.

(g) **COVID Vaccinations**. Contractor certifies that it does not require its customers to provide any documentation certifying the Customer's COVID-19 vaccination or post-transmission recovery on entry to, or to receive service from the Contractor's business.

(h) **Boycotts.** (a) To the extent this Contract is considered a Contract for goods or services subject to § 2270.002 Texas Government Code, Contractor verifies that it: (i) does not boycott Israel; and (ii) will not boycott Israel during the term of this Contract.

(b) To the extent this Contract has a value of $100,000 or more and Contractor is an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit that employs 10 or more full time employees, Contractor certifies that it: (i) does not and will not boycott energy companies during the term of the contract (*See Texas Government Code 2274.002, et seq.*); and (ii) does not and will not discriminate against a firearm entity or firearm trade association (*See Texas Government Code 2274.002, et seq.*).

14.12 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract. If there is a conflict between a provision in any documents provided by Consultant made a part of this Contract and any other provision in this Contract, the latter controls.

14.13 This Contract will be effective when signed by the last party whose signing makes the Contract fully executed. The parties may execute this Contract in duplicate originals, each of equal dignity.

14.14 **Notice of Indemnification. City and Consultant hereby acknowledge and agree that this Contract contains certain indemnification obligations and covenants.**

SCS ENGINEERS
12651 Briar Forest Drive, Suite 205
Houston, Texas 77077

By: _____
Printed Name:_____
Title:_____
Date:_____
Firm Registration No.:_____

CITY OF NACOGDOCHES
P. O. Box 635030
Nacogdoches, Texas 75963-5030

By: _____
Printed Name: _____
Title: City Manager
Date:_____

APPROVED AS TO CONTENT:

_____
Director of Public Works

APPROVED AS TO FORM:

_____
City Attorney

Exhibit A
Scope of Services

Provide Mandatory Greenhouse Gas (GHG) reporting support services for calendar year 2024 emissions at the City of Nacogdoches Landfill (landfill). Services are meant to cover the calculation and reporting of GHG in accordance with the Federal Mandatory GHG Reporting Rule.

Consultant will prepare the required reporting associated with the Federal mandatory GHG reporting rules for calendar year 2024 GHG emissions. Work will include preparation and submittal of the required GHG emissions estimates and associated information required by the GHG reporting rule by the March 31, 2025 deadline. City will provide any needed information to the Consultant for the reporting. Consultant will use their XML submittal form and work with the City to certify the results to the Environmental Protection Agency (EPA) and verify all inputs.

When the reporting has been completed, Consultant will provide City with a memorandum including backup calculation spreadsheets and pertinent assumptions. No site visits are included for this subtask.

Exhibit B
Payment Terms and Schedule

Payment is a fixed fee in the amount listed in paragraph 2.01 of this Contract. This amount shall be payable by the City upon completion of the services and acceptance by the City. The City will pay invoices according to its normal payment procedures.

Exhibit C
Insurance Requirements

During the term of this Contract all Consultants' insurance policies shall meet the following requirements:

I. Standard Insurance Policies Required:

A. Commercial General Liability
B. Business Automobile Liability
C. Workers' Compensation
D. Professional Liability

II. For each of these policies, the Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees and volunteers. Any self-insurance or insurance policies maintained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Contract, attached hereto as **Exhibit D,** and approved by the City before any letter of authorization to commence planning will issue or any work on the Project commences.

III. General Requirements Applicable to All Policies

A. Only insurance carriers licensed and authorized to do business in the State of Texas will be accepted.
B. Deductibles shall be listed on the Certificate of Insurance.
C. "Claims made" policies will not be accepted, except for Professional Liability insurance.
D. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Nacogdoches.
E. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent on the most current State of Texas Department of Insurance-approved forms.
F. The City of Nacogdoches, its officials, employees and volunteers, are to be named as "Additional Insured" to the Commercial General, Umbrella and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
G. Waiver of subrogation in a form at least as broad as ISO form 2404 shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement.

IV. Commercial (General) Liability requirements:

A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
B. Minimum Limit of $1,000,000 per occurrence for bodily injury and property damage with a $2,000,000 annual aggregate.
C. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
D. The coverage shall not exclude premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, Explosion Collapse and Underground coverage.
E. The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

V. Business Automobile Liability requirements:

A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current. A. M. Best Key Rating Guide.
B. Minimum Combined Single Limit of $1,000,000 per occurrence for bodily injury and property damage.
C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
D. The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.

VI. The worker's compensation insurance requirements:

1. Employer's Liability shall be no less than the required statutory minimum limits for each accident, each disease and cover all employees of Consultant, the Consultant, and all employees of any and all subconsultants or subcontractors of Consultant providing services on the Project.

2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.

3. Texas must appear in Item 3A of the Workers Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

VII. Professional Liability requirements:

A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.
B. Minimum of $1,000,000 per claim and $2,000,000 aggregate, with a maximum deductible of $100,000.00. Financial statements shall be furnished to the City of

Nacogdoches when requested.

C. Policy must include availability of a two-year extended reporting period.

D. Retroactive date must be shown on certificate.

Exhibit D
Certificates of Insurance

City Council Meeting

Date: January 23, 2025

Agenda Item: 5.C.

PRESENTER:

ITEM/SUBJECT: Consider approval of minutes for the January 7, 2025, Regular City Council meeting. (City Secretary)

SUMMARY/BACKGROUND:

FINANCIAL:

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: 1. City Council Meeting Minutes Draft - 01.07.25

Regular Session
Nacogdoches City Council
January 7, 2025 – 5:30 p.m.
City Council Chambers
202 E. Pilar Street, Nacogdoches, TX

City Council present: Mayor Randy Johnson; Council Members, Kathleen Belanger**;** Blane Williams; Brad Maule; and Chad Huckaby

1. Called to order at 5:30 p.m.

2. Pledge of Allegiance.

3. Open Forum:

Ms. Nancy Neihouse representing the 21-7 Association invited City Council members to join the Association at the Martin Luther King, Jr. Parade on Monday, January 20, 2025, at 10:00 a.m. starting at the Iron Wheel Baptist Church at 820 1st Street in Nacogdoches.

4. **AWARDS AND RECOGNITIONS:**

City Manager, Rick Beverlin and Mayor Johnson presented Zachary Smith with a Commendation and Proclamation from the City. Mr. Smith's outstanding bravery and courage during a dog attack is praised by all. He will also receive a Brick on Main Street for his heroic acts.

5. **ITEMS TO BE REMOVED FROM THE CONSENT AGENDA:**

Councilwoman Belanger removed Item 6.A. from the Consent Agenda for corrections.

6. **CONSENT AGENDA:**

Councilman Huckaby moved to approve the remainder of the Consent Agenda. Councilman Maule duly seconded the motion, and the remainder of the Consent Agenda was approved unanimously.

Councilwoman Belanger asked for the minutes to be amended to read, "contingent upon the approval of the Hospital Board and the County in order to open discussions without preempting an elected Board.

Mayor Johnson clarified the votes, specifically, the abstained vote which is counted as a vote of approval for Item 6.A. on the December 17, 2024 City Council Meeting.

7. **REGULAR AGENDA:**

A. Consider an ordinance amending Ordinance No. 2015-09-24 appropriating various amounts in accordance with the budget adopted for the ensuing fiscal year beginning October 1, 2024, and ending September 30, 2025 (Well 11 Rehab).

Director of Public Works, Case Opperman presented this item to Council stating that Well 11 is in need of rehabilitation. He stated on December 17, Staff received bids for the rehab projects, which Alsay Inc. presented the lowest bid. Mr. Opperman also stated that there is money available for the project in the Capital Improvements Projects funding.

Councilman Huckaby asked how many wells the City owned. Mr. Opperman answered nine (9) functioning wells of sixteen (16) total wells.

Councilman Huckaby made a motion to approve the budget amendment in Item 7.A. Councilman Williams duly seconded the motion and the motion carried unanimously.

B. Consider approval of a contract by and between the City of Nacogdoches and Alsay, Inc. for Well 11 Rehabilitation Project in a not-to-exceed amount of $450,210.00.

Case Opperman, Director of Public Works, asked Council for approval of the contract in conjunction with the previous item, 7.A. The contract. He mentioned the work that will be performed as turbine pump replacement, cleaning of the well screen of minerals and sediment, and flushing and disinfecting with chlorine.

Councilwoman Belanger made a motion to approve the contract. Councilman Huckaby duly seconded the motion, and the motion carried unanimously.

C. Discuss and consider resolution number 1379-01-25 in support, no objection, or objection for developers applying for Texas Department of Housing and Community Affairs 2025 Competitive 9% Low-Income Housing Housing Tax Credit Program (LIHTC). Project Name: Pioneer Crossing for Families, Project Location: Old Spanish Bluff Road.

D. Discuss and consider resolution number 1380-01-25 in support, no objection, or objection for developers applying for Texas Department of Housing and Community Affairs 2025 Competitive 9% Low-Income Housing Housing Tax Credit Program (LIHTC). Project Name: Elm Grove Apartments, Project Location: south of 3007 North University Drive.

Larissa Philpot-Brown, Executive Director of Economic Development, presented items C and D together. She informed Council that only one developer was present and would address Council concerning Low-Income Housing Tax Credit Programs.

The Low Income Housing Tax Credit (LIHTC) program (or HTC program) is a federal program created in 1986 designed to finance the construction of affordable rental housing. The LIHTC program is the primary way new affordable housing is constructed in the United States. In Texas, this program is administered by the Texas Department of Housing and Community Affairs (TDHCA).

The program works by providing a tax credit equal to 9% of the qualified basis of the development. Those tax credits can then be utilized by the project developer, or they may be sold or transferred to another entity to provide capital and thus reduce the debt required to finance the project. This debt reduction allows for a lower-than-market rent to be charged for the property. After the property is developed, the applicant must market the property in the surrounding community. Ms. Philpot-Brown informed Council that they had several options, to adopt a resolution of support, to adopt excluding the fee waiver, adopt with no objection, adopt a resolution of no objection, and to take no action.

Councilman Huckaby asked what is the point scoring of the developers for this year. Ms. Philpot-Brown stated that the developers are close in their scoring.

Councilman Maule asked the City Manager if the City was out of balance in housing. Mr. Beverlin agreed that the City was out of balance.

Councilwoman Belanger stated that there are specific locations to consider for LIHTCs.

Mayor Johnson made a motion opposing both resolutions presented. Councilman Maule duly seconded the motion, and the motion carried unanimously.

8. **EXECUTIVE SESSION:**

Mayor Johnson and the rest of Council convened in executive session at 6:18 p.m.

Mayor Johnson and the rest of Council reconvened in regular session at 7:54 p.m. with no action being taken.

9. **ADJOURNED:** 7:54 p.m.

A full recording of the Regular City Council Meeting for January 7, 2025, may be viewed here: Regular City Council Meeting - 20250107

_____
Mayor, Randy Johnson
City Council
City of Nacogdoches

ATTEST:

_____
Rhonda Lewis, City Secretary

City Council Meeting

Date: January 23, 2025

Agenda Item: 6.A.

PRESENTER: Juan Pollette, Interim City Planner

ITEM/SUBJECT: Public Hearing: Discuss and consider action regarding Special Use Permit Case SUP2024-07 for Stone, Sand, Gravel & Mineral Extraction in an R-4 Multi-Family district on one parcel of land approximately 28.2 acres ± in size, more particularly described by Nacogdoches Central Appraisal District Parcel 85393; and generally located north of Powers Street between North Sanders Street and Old Tyler Road. (Interim City Planner)

SUMMARY/BACKGROUND:
The majority of the property is zoned R-4, Multi-Family with approximately 1 acre in the northeast section of the property zoned I-2, Heavy Industrial. The property is currently undeveloped but is operating as a Stone, Sand, Gravel & Mineral Extraction operation with plans to develop the property into a single or multi-family residential development. To operate the proposed use, the owner is required to have a Specific Use Permit (SUP). The SUP process allows staff, the Commission, and City Council to assess this use in this area, and depending on the surrounding uses, or impacts to infrastructure or the environment, the opportunity to review and impose reasonable conditions if necessary.

This property has approximately 80 feet of elevation change sloping downward from west to east across the property. It is mostly wooded, except for approximately 4.8 acres in the middle of the property that encompasses the construction project area. The owner intends to use the extracted dirt for other development projects in the city, and once excavation reaches the appropriate grade, the owner plans to construct either single-family or multi-family dwelling units.

Applicant / Agent
This request has been submitted by Joseph Irie Montes, representative of Jim/RB LLC (property owner).

Adjacent Land Use & Zoning
The subject property is currently zoned R-4, Multi-Family and I-2, Heavy Industrial, and is currently undeveloped. The surrounding zoning and land uses are as follows:

Direction	Comprehensive Plan	Zoning	Land Use
North	Single Family Residential	R-3, Two Family, R-2, Single Family & I-2, Heavy Industrial	Undeveloped
South (Across Powers St.)	Single-Family Residential	R-4, Multi-Family	City Water Utilities & Residential
East	Single Family Residential	R-4, Multi-Family	Undeveloped & Residential

West	Single-Family Residential	R-4, Multi-Family	Residential

The surrounding area is primarily zoned multi-family, with residential and Industrial zoning districts to the north. The property is surrounded by single-family residential uses and a public school to the west across North Sanders Street. There are a few undeveloped lots adjacent to the north and east.

STAFF REVIEW:
Per Section 118.173 of the Zoning Ordinance, a Specific Use Permit may be approved if all of the following conditions have been found:

Compatibility. The specific use will be compatible with and not injurious to the use and enjoyment of other property in the immediate vicinity, nor significantly diminish or impair property values within the immediate vicinity;

- The property is surrounded by undeveloped land to the north and east and a mix of residential and public uses to the south and west. The applicant intends to leave the property ready for future residential development once the excavation is done in approximately 12 months.

Orderly growth and development. The establishment of the specific use will not impede the normal and orderly development and improvement of surrounding vacant property;

- The SUP should not impede the normal and orderly development of surrounding vacant property. There are undeveloped lots adjacent to the north and east of the subject property. After completing the dirt extraction, the property will be ready for future development that is in line with the zoning district.

Supporting Facilities. Adequate utilities, access roads, drainage, and other necessary supporting facilities have been or will be provided;

- The subject property fronts and takes direct access from Powers Street which is designated as a collector roadway on the City's Thoroughfare Plan. This section of Powers Street is constructed as a two-lane roadway, with a right-of-way (ROW) of 36 feet. The roadway is adequate to accommodate the nature and volume of traffic typically generated by the proposed use. The property has access to an 8-inch water main located along Powers Street but no sewer mains adjacent to the property.

Drives and Parking. The design, location, and arrangement of all driveways and parking spaces provides for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments;

- The proposed driveways and parking areas will comply with the City's current land development design standards.

Nuisances. Adequate nuisance-prevention measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration;

- The applicant is proposing to mitigate any nuisances from dust and noise that will be generated by the machinery by preserving the existing large trees and vegetated area located along the street frontage of Powers Street and North Sanders Street. The property owner has also installed silt fencing along the roadway to keep dirt from washing into the road. Hours of operation will be from 8:00 a.m. until 6:00 p.m. Monday through Saturday. The applicant has also submitted a Stormwater Pollution Prevention Plan (SWP3) outlining and establishing the best management practices and sediment and erosion controls that will be implemented and maintained for the duration of the construction.

Lighting. Any lighting to be provided will be directional so as not to disturb or adversely affect neighboring properties

- The owner is not proposing any additional lighting.

Landscaping. Sufficient landscaping and screening to ensure harmony and compatibility with adjacent property exists or will be provided

- This development will be subject to Zoning Ordinance ***Sec. 118-430. - Commercial district landscaping***, which requires the installation of trees to be planted along the street frontage. The property has a large, vegetated area with several large mature trees located along Powers Street and North Sanders Street.

Comprehensive Plan. The proposed use is in accordance with the comprehensive plan
Future Land Use

- Per the 2003 Nacogdoches Comprehensive Plan, the Future Land Use Plan designates the subject property and the surrounding areas as *Single-Family Residential*. The *Single-Family Residential* Future Land Use category is described as, "Conventional one-family detached dwellings (also includes duplexes)". Although the Future Land Use designation is not consistent with the current zoning of the property and the majority of the surrounding properties, which are zoned multi-family and developed as single-family residential uses, the proposed use is temporary and will make the property developable for future development that is in line with the Future Land Use Plan. Approval of the SUP will not change the land uses permitted by the current underlying zoning district. Staff finds that the FLUP designation of the property is not consistent with the current zoning of the property and is not in compliance with the Comprehensive Plan.

Public Engagement

- October 8, 2024 – Staff mailed seventy-eight (78) neighborhood meeting notice postcards to property owners within 500 feet.
- October 22, 2024 – Staff coordinated a neighborhood meeting at City Hall on behalf of the applicant to receive input from surrounding property owners. Eight (8) persons attended the meeting with general questions and concerns about how the project would affect their adjacent properties, water runoff onto the eastern properties, and the effects of heavy machinery on the roadway.
- The original P&Z meeting date was scheduled for November 18, 2024, but was postponed

by the applicant.

- December 23, 2024 – Staff mailed thirty-nine (39) public meeting notice letters to property owners within 200 feet and thirty-nine (39) notice postcards to property owners within 200-500 feet. No responses were received in favor or opposition to the request.
- December 29, 2024 – Legal ad published in the Daily Sentinel newspaper.

NOTE – This application is subject to additional notification procedures, including signage posted on the subject property, as well as notices on the City website and social media pages.

P&Z Recommendation

The Planning & Zoning Commission heard this item on January 13, 2025, and voted unanimously (5-0) to recommend approval for the Specific Use Permit for Stone, Sand, Gravel & Mineral Extraction with the following conditions:

1. Hours of operation will be from 8:00 a.m. until 6:00 p.m., Monday through Saturday.
2. Preserve the existing vegetative buffer at a minimum of 25 feet in width around the perimeter of the property allowing for a reasonable entrance into the area of excavation.
3. Install and maintain standard stormwater pollution prevention fencing in line with state regulations along the entrance of the property.
4. SUP will expire in 12 months from the date it is put into ordinance.
5. Additional street sweeping or cleanup will be provided once a week or as needed to keep the roadway in front of the site free of mud and debris.

FINANCIAL:

No financial impact is associated with this item.

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

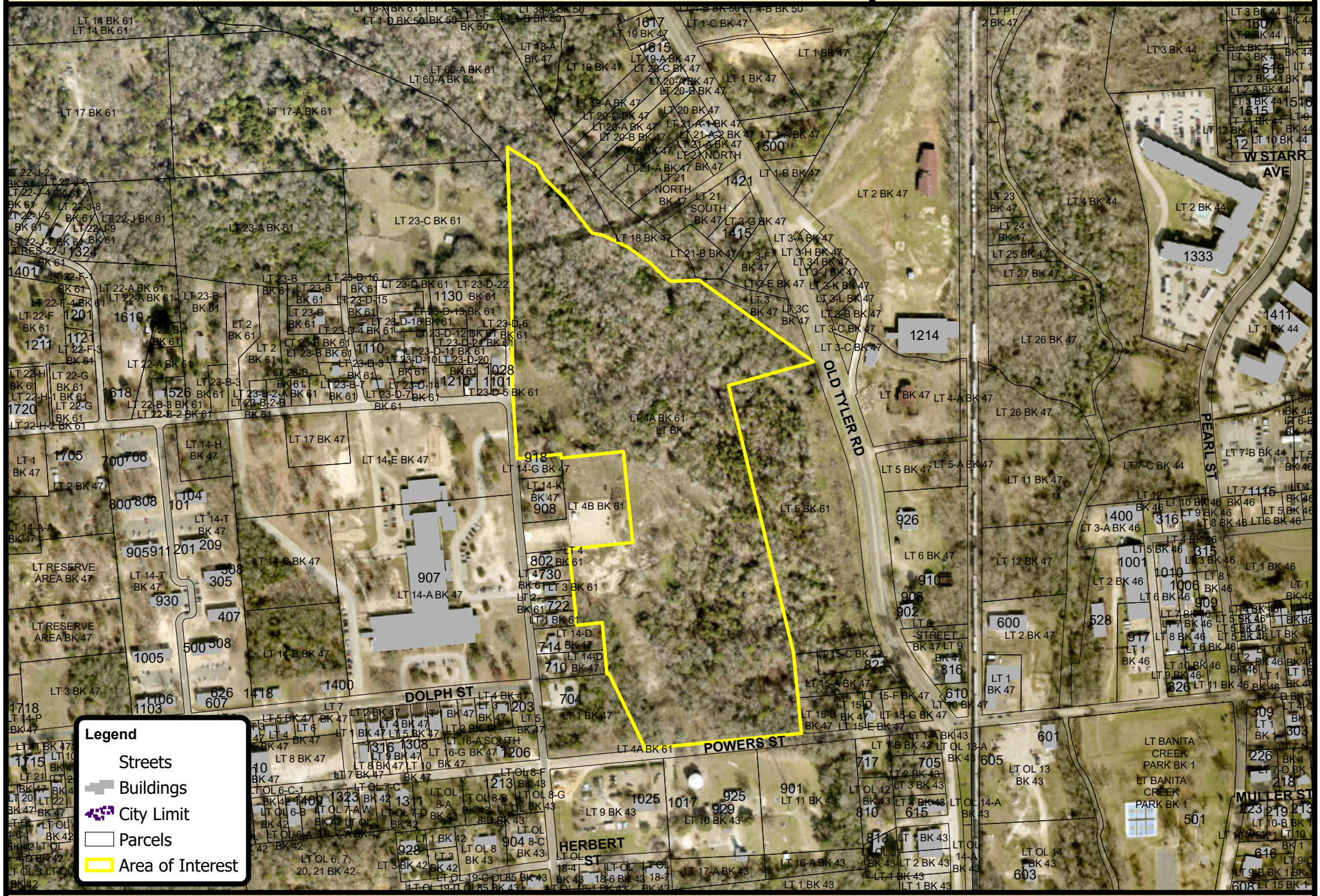
Not Applicable

CITY CONTACT: Juan Pollette, Interim City Planner
pollettej@nactx.us
(936) 559-2571

ATTACHMENTS:

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Notification Map
5. Stormwater Pollution Prevention Plan
6. Site Photos
7. Ordinance

SUP2024-07 Aerial Map



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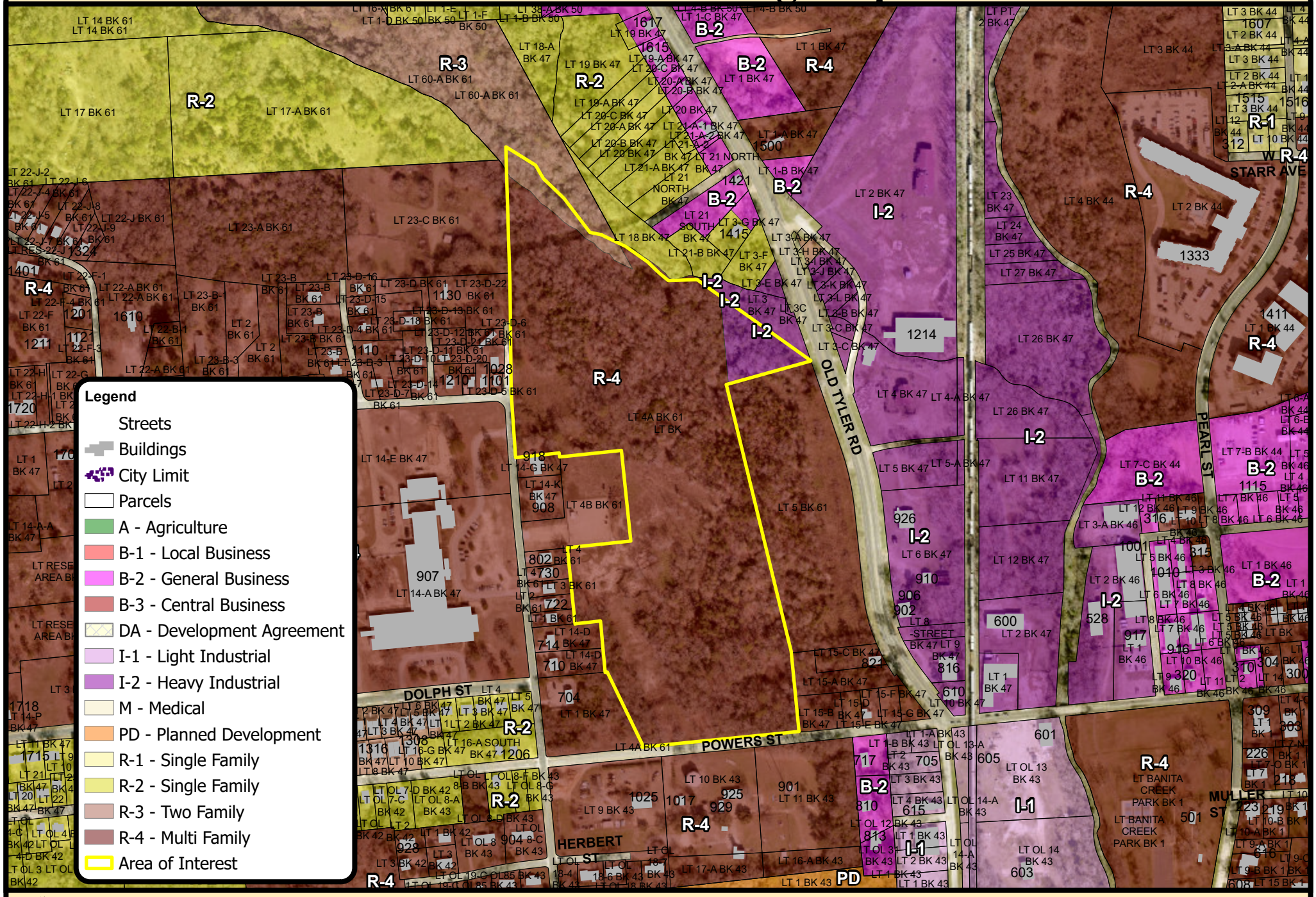
the oldest town in Texas
Engineering Department
GIS Division

SUP2024-07 Zoning Map



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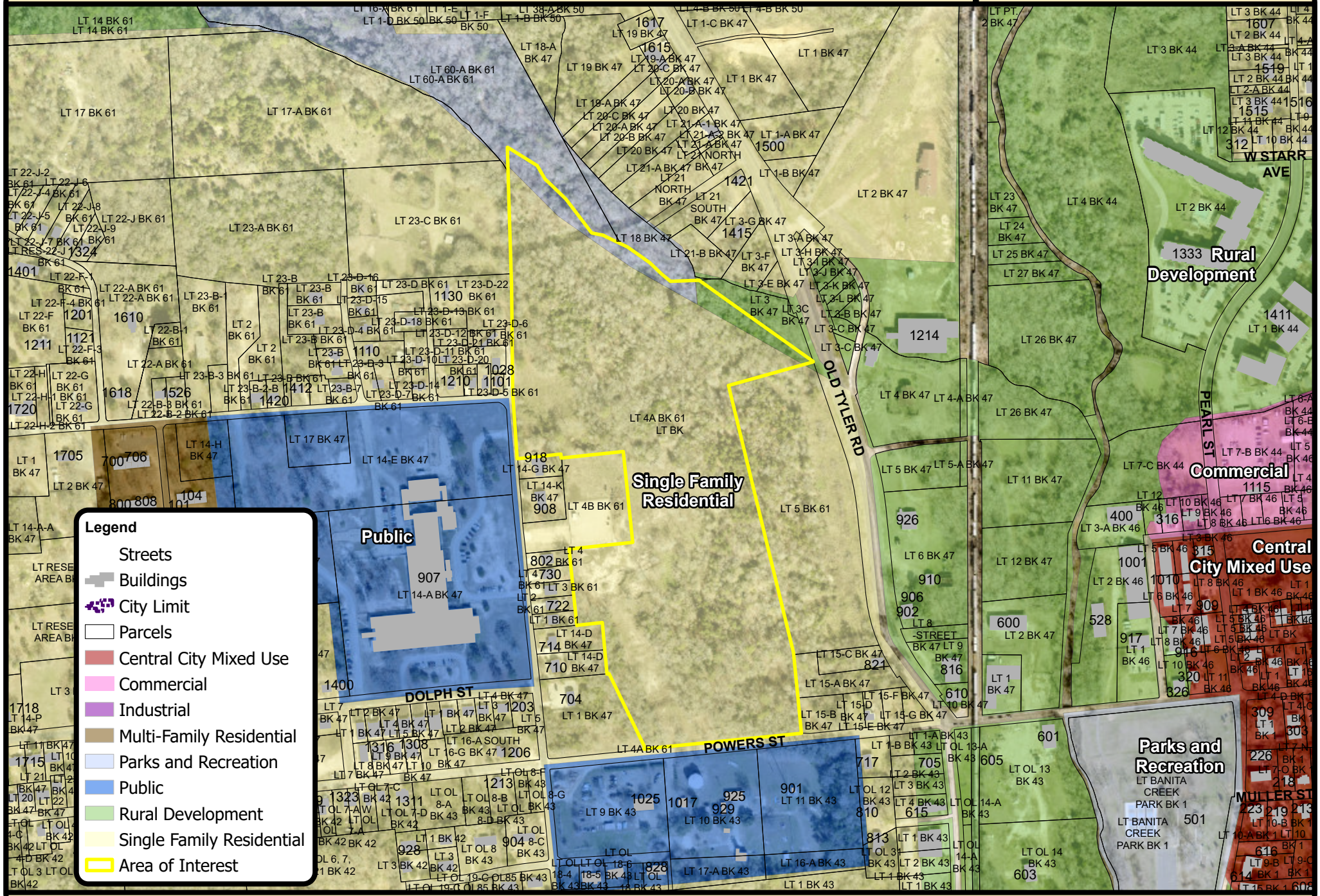
SUP2024-07 Future Land Use Map



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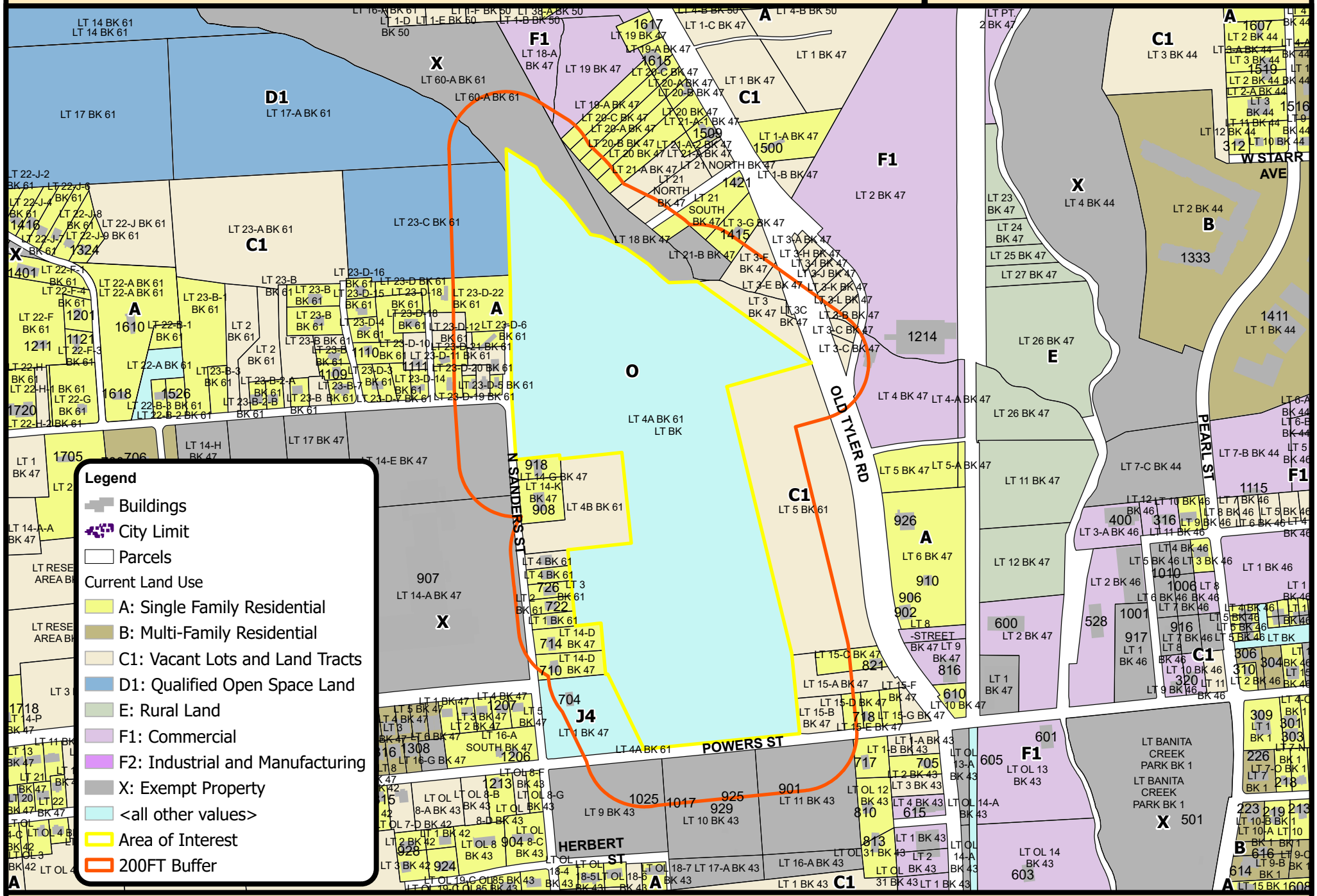
SUP2024-07 Notification Map



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GIS Division

STORMWATER POLLUTION PREVENTION PLAN

PROPOSED POWERS ST. AND OLD TYLER ROAD SAND PIT CONSTRUCTION PROJECT

AN APPROXIMATE 4.8-ACRE CONSTRUCTION SITE
POWERS ST. AND OLD TYLER ROAD
NACOGDOCHES (NACOGDOCHES COUNTY), TEXAS

Date: October 24, 2024
Revised December 5, 2024

Prepared for:

Aaron Montes
AMDI, Inc.
9778 US. Hwy 59 N
Nacogdoches, TX 75964

And

Joseph Irie Montes
JIM/RB, LLC

Prepared by:

Hydrex Environmental
312 Old Tyler Road
Nacogdoches, Texas 75961
(936) 568-9451 FAX (936) 568-9527

STORMWATER POLLUTION PREVENTION PLAN

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October 24, 2024
Revised December 5, 2024

Mellisa Cooper, CESCP
Project Manager

Mellisa Cooper

Prepared by:

Hydrex ENVIRONMENTAL

312 Old Tyler
Nacogdoches, Texas 75961
(936) 568-9451 FAX (936) 568-952

Hydrex ENVIRONMENTAL

December 5, 2024

Aaron Montes
AMDI, Inc.
9778 US. Hwy 59 N
Nacogdoches, TX 75964
And
Joseph Irie Montes
JIM/RB, LLC

Re: Revised Stormwater Pollution Prevention Plan
Proposed Powers St. and Old Tyler Road Sand Pit Construction Project
An Approximate 4.8-Acre Construction Site
Old Tyler Road
Nacogdoches (Nacogdoches County), Texas
Hydrex Project No. S-01-1808

Dear Mr. Montes:

Hydrex Environmental is pleased to submit the accompanying Stormwater Pollution Prevention Plan (SWP3) for the above-referenced construction site. The SWP3 was prepared in accordance with the requirements outlined in the Texas Pollutant Discharge Elimination System (TPDES) General Permit No. TXR150000.

The site's SWP3 must be implemented and followed by your construction manager and/or contractor(s) until construction is complete and final stabilization of the construction area has been achieved. If you have any questions, please feel free to call me at (936) 568-9451. Thank you for the opportunity to provide you with this service and we look forward to working with you in the future.

Sincerely,
Hydrex Environmental

Mellisa Cooper

Mellisa Cooper, CESCP
Project Manager

312 OLD TYLER ROAD
NACOGDOCHES, TX 75961
936-568-9451
FAX: 936-568-9527

CERTIFICATION PAGE

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Sign as required by 30 TAC §305.44(b).

Signed: _____ Date: 12/3/24

Name: Mr. Aaron Montes

Title: Authorized Representative

If plan is shared by more than one entity:

Signed: _____ 12-3-24 Date: TPDES #: _____

Name: Joseph Irie Montes

Title: Owner and Co-Authorized Representative

Signed: _____ Date: TPDES #: _____

Name:

Title:

Signed: _____ Date: TPDES #: _____

Name:

Title:

Primary Operators

Aaron Montes AMDI Inc. and Joseph Irie Montes JIM/RB, LLC

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Appendix C - Record of Construction Schedule Activities
- Record of Disturbance/Stabilization Activities

Appendix D - Inspection Forms for Stormwater Controls
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Appendix E - Texas Pollutant Discharge Elimination System (TPDES) General Permit No. TXR150000

Appendix F - Miscellaneous Documents
- Required Activities to Perform
- Small Construction Site Notice

1.0 INTRODUCTION

AMDI Inc. and JIM/RB, LLC are moving dirt from a sand pit located on Powers St. and Old Tyler Road. The project is located on an approximate 4.8-acre section of a larger piece of property located along Powers St. in Nacogdoches (Nacogdoches County), Texas (Appendix A, Plates A-1 and A-2). This Stormwater Pollution Prevention Plan (SWP3) has been prepared to outline and establish the best management practices (BMPs) and sediment and erosion controls that will be implemented, maintained, and/or followed for the duration of construction, including final stabilization by the operators, Aaron Montes AMDI Inc. (Operator).

This SWP3 has been developed in accordance with the requirements outlined in Texas Pollutant Discharge Elimination System (TPDES) Construction General Permit TXR150000, dated March 5, 2023. The purpose of implementing and following the site's SWP3 will be to minimize pollutants in stormwater discharges from the construction site. A copy of the TPDES Construction General Permit TXR150000 is included in Appendix E.

The disturbed area for this construction project will encompass approximately 4.8 acres of land (Appendix A, Plate A-3). Construction activities planned for this project will include the following:

1) installation of sediment controls,
2) land clearing, grubbing, grading, and site preparation,
3) removal of sand and grading as needed,
4) construction of any stormwater drainage conveyances, and
5) final grading and stabilization of disturbed areas.

Construction activities associated with this project began September 2024 and is expected to be completed approximately in December 2025.

2.0 SITE DESCRIPTION

The disturbed area for this construction project encompasses approximately 4.8 acres of land located along Powers St. and Old Tyler Road in Nacogdoches (Nacogdoches County), Texas (Nacogdoches County), Texas (Appendix A, Plates A-1 and A-2).

2.1 Topography and Receiving Waters

Topographically, the construction site is located in an area of sloping terrain on the top of a hill within the watershed of Banita Creek (Appendix A, Plate A-2). The terrain across the construction site slopes slightly to the east. Currently, stormwater runoff is expected to follow surface topography and move as sheet flow east to offsite stormwater conveyances which flow toward Mull Branch Creek. Mull Branch creek flows into Banita Creek which drains into La Nana Bayou and then ultimately drains into the Angelina River. Post-construction stormwater runoff at the site will be directed to off-site stormwater conveyances which will direct stormwater east towards Banita Creek.

2.2 Rainfall Data

According to the *Soil Survey of Nacogdoches County, Texas*, the average annual rainfall for Nacogdoches County is approximately 50 inches. About 50% of precipitation occurs between April and September.

2.3 On-Site Soils

The NRCS Web Soil Survey for Nacogdoches County, Texas indicates the soils at the project site are mapped as *Darco-Urban land complex, 1 to 8 percent slopes, Darco-Urban land complex, 8 to 25 percent slopes, Hannahatchee-Urban land complex, frequently flooded, and Trawick-Urban land complex, 8 to 20 percent slopes* (Appendix A, Plate A-4).

The *Darco-Urban land complex, 1 to 8 percent slopes* soil unit occurs throughout the western section of the construction site. This deep gently sloping soil is on broad convex interstream divides. These soils contain 50 percent of Darco soils, 35 percent of urban soils, and 15 percent of Lilbert and Briley soils. These soils are made up of dark brown to a pale brown loamy fine sand in the surface layers to a depth of 48 inches. The subsoil layers are a yellowish red sandy clay loam to a depth of 80 inches. The Urban land part of the soils is so covered by structures and parking lots that its identification is not feasible. The soil is well drained, has moderate permeability and low available water capacity. Run off is slow and erosion hazard is slight. This soil has medium potential for urban development.

The *Darco-Urban land complex, 8 to 25 percent slopes* soil unit occurs throughout the central section of the construction site. This strong to steep sloping soil is above drainage ways. These soils contain 60 percent of Darco soils, 30 percent of urban soils, and 10 percent of Teneha soils. These soils are made up of dark brown to a very pale brown loamy fine sand in the surface layers to a depth of 55 inches. The subsoil layers are a strong brown sandy clay loam to a depth of 72 inches. The Urban land part of the soils is so covered by structures and parking lots that its identification is not feasible. This soil has medium potential for urban development and a severe hazard to erosion.

The *Hannahatchee-Urban land complex, frequently flooded,* soil unit occurs throughout the northern section of the construction site. This nearly level soil and urban land is found on bottomlands. These soils contain nearly 50 percent Hannahatchee soils, 35 percent Urban land, and 15 percent Tuscosso soils. These soils are made up of reddish-brown loam about 6 inches thick. The subsoil layers are a yellowish red sandy clay loam to a depth of 43 inches. These soils are frequently flooded with most areas flooding each year. This soil has low potential for urban development with flooding as the main hazard.

The *Trawick-Urban land complex, 8 to 20 percent slopes* soil unit occurs through much of the southeastern and northern sections of the construction site. This deep, sloping to moderately steep soil and urban land is located on convex side slopes. These soils contain 55 percent of Trawick soils, 30 percent of urban soils, and 15 percent of Bub and Nacogdoches soils. These soils are made up of dark red clay loam in the surface layers to a depth of 5 inches. The subsoil layers are dark red clay to a depth of 45 inches. The Urban land part of the soils is so covered by structures and parking lots that its identification is not feasible. This soil has low potential for urban development.

2.4 Description and Sequence of Soil Disturbing Activities

During construction, up to 4.8 acres of total land area will be disturbed or used for storage. Soil disturbing activities may include, but are not limited to:

1) land clearing in preparation for installation of sediment control fencing,
2) installation of sediment control fencing,
3) land clearing, grubbing, and grading in support of proposed construction activities, and/or
4) final grading and seeding/planting for establishment of permanent vegetative cover in disturbed areas outside of newly constructed areas.

Construction activities for this project are scheduled to be performed in the following general order:

1) land clearing and grubbing the proposed construction area for installation of sediment control fencing,
2) installation of sediment control fencing along down-gradient boundaries of the construction site,
3) land clearing, grubbing, and grading in support of construction and/or modification of proposed and existing stormwater drainage conveyances,

4) temporary stabilization of disturbed areas and stockpiles of soil immediately after disturbance, or as soon as practical, if the areas will not be re-disturbed within fourteen (14) days,

5) completion of construction activities and/or modifications to the proposed and existing stormwater drainage conveyances,

6) completion of final grading and establishment of permanent vegetative cover for final stabilization of previously disturbed areas outside construction areas,

7) removal of all remaining temporary erosion/sediment controls upon completion of all construction activities and when the site is stabilized, and

8) stabilization of any areas disturbed during removal of the temporary sediment/erosion controls.

3.0 DESCRIPTION OF POTENTIAL POLLUTANTS AND SOURCES

The potential for pollutants to enter or mix with stormwater at this construction site is primarily dependent upon the activities performed and the materials used during the construction process. Activities that can potentially affect stormwater through contact include land clearing, grading, excavating, fueling, concrete pouring, asphalt paving, vehicle tracking, waste disposal, stabilization, and fertilization. A list of potential pollutants located on-site, and their sources is presented in the following table.

Table 1. Potential Pollutants and Their Sources

Potential Pollutants	Source
Sediment	Disturbed soil from land clearing and grading activities and stock piles of dirt and topsoil from on and off-site sources.
Petroleum products	Diesel and oil from on-site storage or from construction vehicles used on-site.
Concrete and asphalt	Discharge or runoff from use of concrete and/or asphalt materials during construction.
Solid waste	Materials used during construction or used by workers while on-site.
Fertilizers	Use of fertilizers during stabilization of soils and sediment.

As needed, additional pollutants can be added to the table as they are brought on-site.

Control measures contained within this plan are designed to eliminate or reduce any potential impact of these activities and materials to stormwater discharges that may leave the construction site. Specific best management practices and control measures for this site are described in Section 4.0.

4.0 DESCRIPTION OF STORMWATER CONTROLS

The following information describes the best management practices (BMPs) and control measures that may be implemented as part of construction activities, to control and minimize pollutants in stormwater discharges from the construction area. The locations where these controls may be implemented are indicated on the Sediment and Erosion Control Plan map, (Appendix A, Plate A-3). Typical design details for some of the types of control measures that may be implemented during construction are included in Appendix B of this SWP3 and within construction plan details maintained by the Operator. The Operator will be responsible for ensuring all necessary BMPs and control measures are properly installed and adequately maintained in accordance with good engineering practices and manufacturer's specifications.

4.1 Best Management Practices

BMPs are controls or techniques used to reduce or eliminate the potential for pollutants in stormwater discharges from leaving the construction site. The following table lists the types of BMPs as well as the location and purpose of the BMPs, and appropriate timing for implementing and maintaining the BMPs.

Table 2. Types and Locations of Best Management Practices

Type of Stormwater BMP	Location and Purpose of BMP	Appropriate Timing of the BMP
Construction Exit(s)	Construction exit(s) will serve to reduce vehicle tracking from the construction site and will be installed in accordance with the design guidelines. If on paved surfaces, alternate acceptable means of reducing sediment tracking will be utilized. If needed, pre-existing culverts at the entrance will be replaced during construction.	As an initial construction activity, until permanent exits are established.

Table 2. Types and Locations of Best Management Practices

Type of Stormwater BMP	Location and Purpose of BMP	Appropriate Timing of the BMP
Sediment Control Fencing	Along down-gradient boundaries of the site to minimize the potential for off-site accumulations of sediment during construction.	As construction begins and for the duration of construction until final stabilization occurs.
Inlet Protection	If needed, Inlets receiving stormwater runoff from the construction site will be protected to reduce the potential for sediment entering any storm sewer system or conveyance. In unpaved areas, inlet protection will be provided by sediment control fencing or other similar devices. Inlet protection will be provided in paved areas by bagged gravel or other appropriate means of protection.	After installation of inlets to a storm sewer system until final stabilization occurs.
Swales and Rock Check Dams	If needed, diversion, interceptor, or perimeter swales will be installed to direct stormwater away from the site. Rock check dams could be installed, as needed, within the swales in order to slow the velocity of the water and prevent off-site migration of sediment.	As an initial construction activity until final stabilization occurs. Swales will remain as a permanent control.
Stormwater Detention Area	If constructed, the stormwater detention area will be used in order to prevent off-site migration of sediment and potential pollutants before entering off-site drainage.	During initial construction and remaining as a permanent control.
Retaining Walls	If installed, retaining walls will be constructed along areas of higher relief, to divert stormwater and prevent sediment build-up. Sediment control fencing should be used, if necessary, to prevent sediment from leaving the property.	As construction begins and for the duration of the site.

Table 2. Types and Locations of Best Management Practices

Type of Stormwater BMP	Location and Purpose of BMP	Appropriate Timing of the BMP
Rock Rubble and Rip Rap at Discharge Outlets	As needed, stormwater discharge outlets will contain erosion protection devices such as paved slopes, rock rubble, rip rap, and/or erosion protection fabric, as needed. The purpose of the erosion protection devices is to reduce undercutting and erosion potential of stormwater flowing through each of the outlet flumes.	After installation of outlets until final stabilization has occurred.
Soil Stabilization	Stabilization practices implemented in previously disturbed areas may include planting temporary or permanent vegetation, sod stabilization, mulching, or hydro mulch seeding.	During construction, all disturbed areas of the site that will not be re-disturbed for fourteen (14) days or more must be stabilized immediately, or as soon as practical, following the last disturbance activity and upon completion of construction activities.
Post Construction Controls	Management of post-construction stormwater runoff will be provided by existing storm sewer system.	Existing controls will be protected with inlet protection during construction and will be maintained until final stabilization.

Accumulations of sediment will be removed from along the sediment control fencing by the Operator to ensure adequate sedimentation controls are maintained. At a minimum, sediment accumulations will be removed when fifty percent (50%) of the design capacity of the sediment control fencing has been exceeded. Upon completion of construction activities, final stabilization in all previously disturbed landscaped areas of the construction site will be achieved. All temporary BMPs will be removed, and the areas stabilized. Areas seeded, sodded, or planted for final stabilization will be watered as necessary, to promote permanent vegetative growth.

4.2 Good Housekeeping Measures

Good housekeeping measures will be taken to eliminate or reduce exposure of potential pollutant sources to precipitation and runoff. Typical good housekeeping measures are performed on a daily basis by employees during the course of normal work activities. The following table includes a list of typical good housekeeping measures conducted on-site.

Table 3. Good Housekeeping Measures Performed On-Site

Pollutant Source	Good Housekeeping Measures Performed on a Daily Basis
Solid Waste	All solid waste materials (litter or construction debris) will be collected and stored in trash bins or dumpsters and will be emptied as necessary or as frequently as required by local ordinance. No waste materials will be buried or burned on-site unless burning is in accordance with current state and local ordinances. Covering waste with a tarp or lid will minimize exposure of waste to stormwater.
Petroleum Products and Hazardous Waste Materials	Should petroleum products and hazardous waste materials be brought on-site, they will be properly handled and disposed of in the manner specified by local, state, or federal regulation, if applicable, or in the manner specified by the manufacturer. The Operator will ensure that all on-site construction personnel using petroleum products and hazardous waste materials are instructed in the proper practices and procedures for handling, storing, and safeguarding these materials and will ensure that these procedures are followed for the duration of construction activities. All spills or leaks should be promptly cleaned and disposed of properly.
Sanitary Waste	If necessary, portable sanitary waste units will be provided by the Operator for the duration of construction activities. The Operator will ensure that all sanitary waste is collected from the portable units by a licensed waste management contractor as often as needed or as often as required by local regulation or city ordinance.
Material Storage	If brought onsite, construction materials, construction chemicals, and stockpiled soils will be stored in designated storage areas in a manner that prevents the materials from becoming a pollutant source in stormwater discharges. Stockpiled soils will be protected using sediment control fencing or stabilized with temporary vegetation or mulching. Construction materials and construction chemicals will be stored off of the ground surface (i.e. on pallets) and under protective cover, if possible. In addition, all construction chemicals will be stored in the original manufacturer's containers with secured lids and clearly labeled.

Table 3. Good Housekeeping Measures Performed On-Site

Pollutant Source	Good Housekeeping Measures Performed on a Daily Basis
Off-site Vehicle Tracking	When necessary, the Operator will sweep and maintain adjacent streets to ensure excess dirt, mud, or rock tracked from the construction area is properly removed in a timely manner. Maintenance procedures used on adjacent streets will be in accordance with local, state, and federal transportation safety guidelines. Trucks hauling waste materials from the construction site will be covered to eliminate or minimize wind-blown litter and construction debris. The Operator, will ensure that all wind-blown litter and debris generated or originating from the construction site (including dust) is properly managed, controlled, and/or properly disposed.
Vehicle and Equipment Washing	Minimize the discharge of wash water from equipment and vehicle washing, wheel wash water, and other wash waters. Wash water must be treated in a sediment basin or alternative control. No soaps or solvents are allowed to be used in the washing process. No oil or grease may be co-mingled with wash water discharges.

4.3 Erosion and Sediment Control Requirements

Erosion and sediment controls must be designed, installed, and maintained to minimize the discharges of pollutants. These controls must:

1) control stormwater volume and velocity to minimize soil erosion,
2) control stormwater discharges to minimize channel and stream bank erosion and scour, at points of discharge,
3) minimize the amount of soil exposed,
4) minimize the disturbances of steep slopes,
5) minimize sediment discharges from the site by addressing the design installation of the controls,
6) if disturbance is located in close proximity of surface water, natural buffers must be provided and maintained, if feasible,
7) preserve the native top soil, and
8) minimize soil compaction.

4.4 Temporary Concrete Washout Facility

Prior to performing any concrete pouring activities, at least one (1) temporary concrete washout facility will be constructed and utilized at the site to contain concrete washout from mixer truck chutes or concrete mixing activities. If necessary, any temporary concrete washout facility will be constructed by the Operator, in accordance with the minimum design criteria provided on Plate B-3 in Appendix B, or in accordance with a suitable alternate method. The proper use of any designated washout facility will serve to prevent unpermitted discharges of concrete pollutants and wash water from leaving the construction site and entering surface waters of the state during the period covered by the TPDES Construction General Permit. (See Section 4.09 for conditions required to authorize the discharge of concrete truck washout.)

Any temporary concrete washout facility(s), if constructed, will be maintained for as long as needed during construction. When appropriate, any temporary washout facility will be removed by the Operator. Upon removal, all associated accumulations of concrete residue will be properly disposed of, and final stabilization of the area will be performed.

4.5 Concrete Truck Washout Requirements

If necessary, the discharge of concrete wash water within the site may be authorized under the TPDES Construction General Permit. This authorization is limited to the land disposal of washout water from concrete trucks that are associated with off-site production facilities and for on-site facilities provided certain requirements and conditions are met. The requirements and conditions for authorizing the disposal of concrete washout at the construction site include the following:

1) Discharge of concrete truck washout water to surface water in the state, including discharge to storm sewers, is prohibited.

2) Concrete truck washout shall be disposed in areas at the construction site where structural controls have been established to prevent discharge to surface waters of the state, or to areas that have a minimal slope that allow infiltration and filtering of wash water to prevent discharge to surface waters. Structural controls may consist of temporary berms, temporary

shallow pits, temporary storage tanks with slow rate release, or other reasonable measures to prevent runoff from the construction site.

3) Wash out of concrete trucks during rainfall events shall be minimized. The discharge of concrete washout water is prohibited at all times, and the Operator shall insure that its BMPs are sufficient to prevent the discharge of concrete truck washout as a result of rainfall or snowmelt.

4) The disposal of washout water from concrete trucks, made under authorization of the permit, must not cause or contribute to groundwater contamination.

5) The SWP3 shall include the locations of the designated concrete wash out area on the SWP3 site map (pen and ink additions are permitted).

If the above conditions are not met, the disposal of concrete washout is not authorized under the TPDES Construction General Permit.

4.6 Recordkeeping of Scheduled Construction Activities

To ensure erosion and sediment controls are implemented in a timely manner and followed, the Operator will maintain the following records on the Record of Disturbance/Stabilization Activities form in Appendix C:

1) dates when major grading activities occur,

2) dates when construction activities temporarily or permanently cease on a portion of the construction site, and

3) dates when stabilization measures are initiated.

The Record of Disturbance/Stabilization Activities form will be retained in Appendix C of the site's SWP3 for a period of three (3) years following the date final stabilization is achieved. Upon request, the form will be made readily available to:

1) the TCEQ executive director,

2) a federal, state, or local agency approving sediment and erosion plans, grading plans, or stormwater management plans,

3) local government officials, and

4) the Operator of any municipal separate storm sewer system (MS4) that may receive discharges from the construction site.

5.0 MAINTENANCE AND INSPECTIONS

5.1 Maintenance

All erosion and sediment control measures or other protective measures implemented at the construction site will be maintained in effective operating condition for the duration of construction activities and until the construction site has achieved final stabilization. The Operator will be responsible for implementing, maintaining, repairing, or modifying any ineffective or deficient erosion controls, sediment controls, or stormwater management controls implemented or installed at the construction site. Additionally, any deficiencies noted during the on-site inspections by the Operator, or its designated representative will be addressed and corrected before the next anticipated storm event or as soon as practicable.

If revisions to the site's SWP3 are deemed necessary, the Operator, or its designated representative will ensure these revisions are made.

If sediment escapes the construction area, the Operator will be responsible for removing off-site accumulations of sediment at a frequency sufficient to minimize off-site impacts.

The Operator will maintain previously installed sediment traps (i.e. sediment control fencing) to ensure the traps are providing adequate control for the duration of construction and until the construction area is finally stabilized. Along previously installed sediment control fencing, accumulations of sediment will be removed at a rate sufficient to maintain fifty percent (50%) or more of the sediment fencing's design capacity.

If applicable, previously installed inlet protection devices will be maintained by the Operator until the area drained by the inlet has been finally stabilized. Accumulations of sediment will be periodically removed from around all protected storm sewer inlets to ensure adequate drainage and sediment control is maintained.

The Operator will ensure all litter, construction debris, and construction chemicals exposed to stormwater at the site are prevented from becoming a pollutant source for stormwater discharges. In addition, the Operator will ensure proper disposal procedures are followed for all types of waste materials generated at the site during construction.

5.2 Inspections

An inspection of the construction site will be performed by a qualified representative of the Operator:

1) at least once every fourteen (14) calendar days **and** within twenty-four (24) hours following a storm event of 0.5 inches or greater, **or**

2) as an alternative to the above schedule, every seven (7) days.

The inspection schedule may be changed between the above two (2) options a maximum of one (1) time per month. Changes must be implemented at the beginning of the calendar month, and the reason for the change must be documented in the SWP3 (e.g. “wet” season, “dry” season). Inspections conducted using the seven (7) day option must be performed on the same day of each week. Inspection frequency must be conducted at least once every month in areas of construction sites that meet final or temporary stabilization while construction is still on-going.

Areas to be inspected will include:

1) disturbed areas that have not achieved final stabilization,

2) areas used for storage of materials that are exposed to precipitation,

3) structural controls for evidence of, or the potential for, pollutants entering the drainage system,

4) sediment and erosion control measures identified in the SWP3 to ensure that they are operating correctly, and

5) locations where vehicles enter or exit the construction site.

A Stormwater Construction Site Inspection Form, included in Appendix D, will be completed within 24 hours following an inspection. The construction inspection form will:

1) summarize the scope of the inspection,

2) contain the inspector's name and qualifications (qualifications for each inspector may be identified on a single page in Appendix D instead of repeating for each inspection),

3) contain the date of the inspection, and

4) identify major observations noted during the inspection.

Major observations noted during each inspection will include:

1) the location(s) of discharges of sediment or other pollutants from the construction site,

2) the location(s) of best management practices or controls that need to be maintained/repaired,

3) the location(s) of best management practices or controls that failed to operate as designed or proved inadequate for a particular location, and

4) the location(s) where additional best management practices or controls are needed.

Additionally, each inspection form will include a discussion of any incidents of non-compliance. When an inspection does not identify any incidents of non-compliance, the form shall contain a certification that the facility is in compliance with the SWP3 and the associated TPDES permit.

Each inspection form will be signed for certification by the Operator, or if applicable, its delegated representatives. Copies of all inspection forms will be maintained in Appendix D of the site's SWP3 for a period of three (3) years following the date when final stabilization is completed.

6.0 NON-STORMWATER DISCHARGES

6.1 Permitted Non-Stormwater Discharges

The following permitted, non-stormwater discharges may occur at the construction site during the construction period:

1) discharges from firefighting activities (not included are: washing of trucks, runoff from training activities, test water from fire suppression systems, and similar activities),

2) uncontaminated fire hydrant flushings, which includes flushings from systems that use potable water, surface water, or groundwater that does not contain pollutants (excludes flushings of hyperchlorinated or reclaimed wastewater),

3) vehicle, external building, and pavement wash water where detergents and soaps are not used, where spills or leaks of toxic or hazardous materials have not occurred (unless spilled materials have been removed according to applicable local, state, or federal regulations), and where the purpose is to remove mud, dirt, and dust,

4) uncontaminated water used to control dust,

5) potable water sources including waterline flushings,

6) uncontaminated air conditioning condensate,

7) uncontaminated groundwater or spring water, including foundation or footing drains where flows are not contaminated with industrial materials such as solvents, and

8) lawn watering and similar irrigation drainage.

After appropriate erosion and sediment controls have been installed, the Operator, will ensure that all permitted, non-stormwater discharges are directed towards the site's installed erosion and sediment controls.

If necessary, the discharge of concrete wash water may be authorized under the TPDES Construction General Permit (Sections 4.4 and 4.5). If required, all concrete

wash water will be directed towards the construction site's previously installed temporary concrete washout facilities.

6.2 Non-Permitted Non-Stormwater Discharges

The following non-permitted, non-stormwater discharges may not occur at the construction site during the construction period:

1) wastewater from washout concrete,
2) wastewater from wash out and cleanout of stucco, paint, form release oils, curing compound, and other construction materials,
3) fuels, oils, or other pollutant used in vehicle equipment operation and maintenance,
4) soaps or solvents used in vehicle and equipment washing,
5) toxic or hazardous substances from a spill or other release, and
6) discharges from dewatering activities.

7.0 AMENDING THE PLAN

The Operator will ensure that the site's SWP3 is revised, amended, or updated when:

1) there is a change in design, construction, operation, or maintenance that has a significant effect on the discharge of pollutants and that has not been previously addressed in the SWP3,

2) changing site conditions based on updated plans and specifications, new operators, new areas of responsibility, and changes in BMPs, or

3) results of inspections or investigations by the site personnel authorized by the permittee, operator of a municipal separate storm sewer system receiving the discharge, authorized TCEQ personnel, or a federal, state, or local agency approving sediment and erosion control plans indicate the SWP3 is proving ineffective in eliminating or significantly minimizing pollutants in discharges authorized under TPDES General Permit TXR150000.

If an authorized official notifies the Operator at any time that the SWP3 does not meet one or more of the minimum requirements for a SWP3 **or** if the results of any inspection indicate the necessity to modify the SWP3, then the appropriate modifications or changes will be made to the plan by the Operator no more than seven (7) days following the date of the authorized official's notice or the inspector's report.

8.0 PLAN AVAILABILITY, POSTED NOTICES, AND RECORD RETENTION

8.1 Plan Availability

During construction, a copy of the SWP3 and all related documents and inspection reports will be retained at the construction site at Powers St. and Old Tyler Rd, Nacogdoches (Nacogdoches County), Texas or, if the site is inactive, in the office of AMDI, Inc. located at 9778 US. Hwy 59 Nacogdoches (Nacogdoches County), TX. Upon request, the SWP3 will be made available to:

1) the TCEQ executive director,

2) a federal, state, or local agency approving erosion and sediment control plans, grading plans, or stormwater management plans, local government officials, and

3) the operator of a municipal separate storm sewer system receiving discharges from the construction site.

8.2 Posted Notices

A TPDES Construction Site Notice, included in Appendix F, will be posted near the site's main construction entrance/exit for the duration of construction activities. For a linear construction project, such as a pipeline or highway, the notice(s) must be placed in a publicly accessible location near where active construction is underway. The notice(s) will contain the following information:

1) the TPDES permit number for the project (if 5 acres or greater),

2) contact name and telephone number of a representative for both the primary and secondary operators,

3) physical address or a description and location of the project,

4) projected start and end dates, and

5) location of the SWP3.

8.3 Retention of Records

A copy of the SWP3 will be kept at the construction site from the time construction activities begin until final stabilization of the site has been achieved. Following completion of construction, a copy of the SWP3 and a copy of all reports and actions, which include signed inspections (Appendix D), records of the construction schedule activity (Appendix C), and a copy of the construction site notice(s) (Appendix F), will be retained in the office of AMDI, Inc. located at 9778 US. Hwy 59 Nacogdoches (Nacogdoches County), TX. The SWP3, along with its associated records, will be retained for a period of three (3) years following the date that final stabilization is achieved. Records will include:

1) a copy of the SWP3,

2) all reports and actions required by the permit, including a copy of the construction site notice,

3) all data used to complete the Notice of Intent (NOI), if an NOI is required, and

4) all records of forms submitted to the operator of any MS4 receiving the discharge and to the secondary operator of a large construction site, if applicable.

9.0 COMPLIANCE WITH APPROVED STATE AND LOCAL PLANS

The Operator will ensure that the site's SWP3:

1) is consistent with requirements specified in applicable sediment and erosion site plans or site permits, or stormwater management site plans or site permits approved by federal, state or local officials, and

2) is updated as necessary to remain consistent with any changes applicable to protecting surface water resources in sediment and erosion site plans or permits, or stormwater management site plans or site permits approved by state or local officials for which the permittee receives written notice.

If the permittee is required to prepare a separate management plan, including but not limited to a Water Pollution Abatement Plan or Contributing Zone Plan in accordance with 30 TAC Chapter 213 (related to the Edwards Aquifer), then a copy of that plan must be either included in the SWP3 or made readily available upon request to authorized personnel of the TCEQ. The permittee shall maintain a copy of the approval letter for the plan in its SWP3.

10.0 REFERENCES

BarWin Consultants, 2002, *Typical Design Details for Erosion and Sediment Controls*.

Dolezel, Fuchs, 1980, *Soil Survey of Nacogdoches County*, *Texas,* United States Department of Agriculture, Soil Conservation Service.

ESRI, ArcGIS Online World Street Map, (Plate A-1).

Nacogdoches County, Ariel Photograph, 2024, (Plate A-3).

North Central Texas Council of Governments (NCTCOG), 1993, *Diagram of Filter Fabric Inlet Protection*.

National Resources Conservation Service (NRCS), Soil Data Map (Plate A-4).

Soil Survey Staff, Natural Resources Conservation Service, United States Department of Agriculture. Web Soil Survey. Available online at the following link: https://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm.

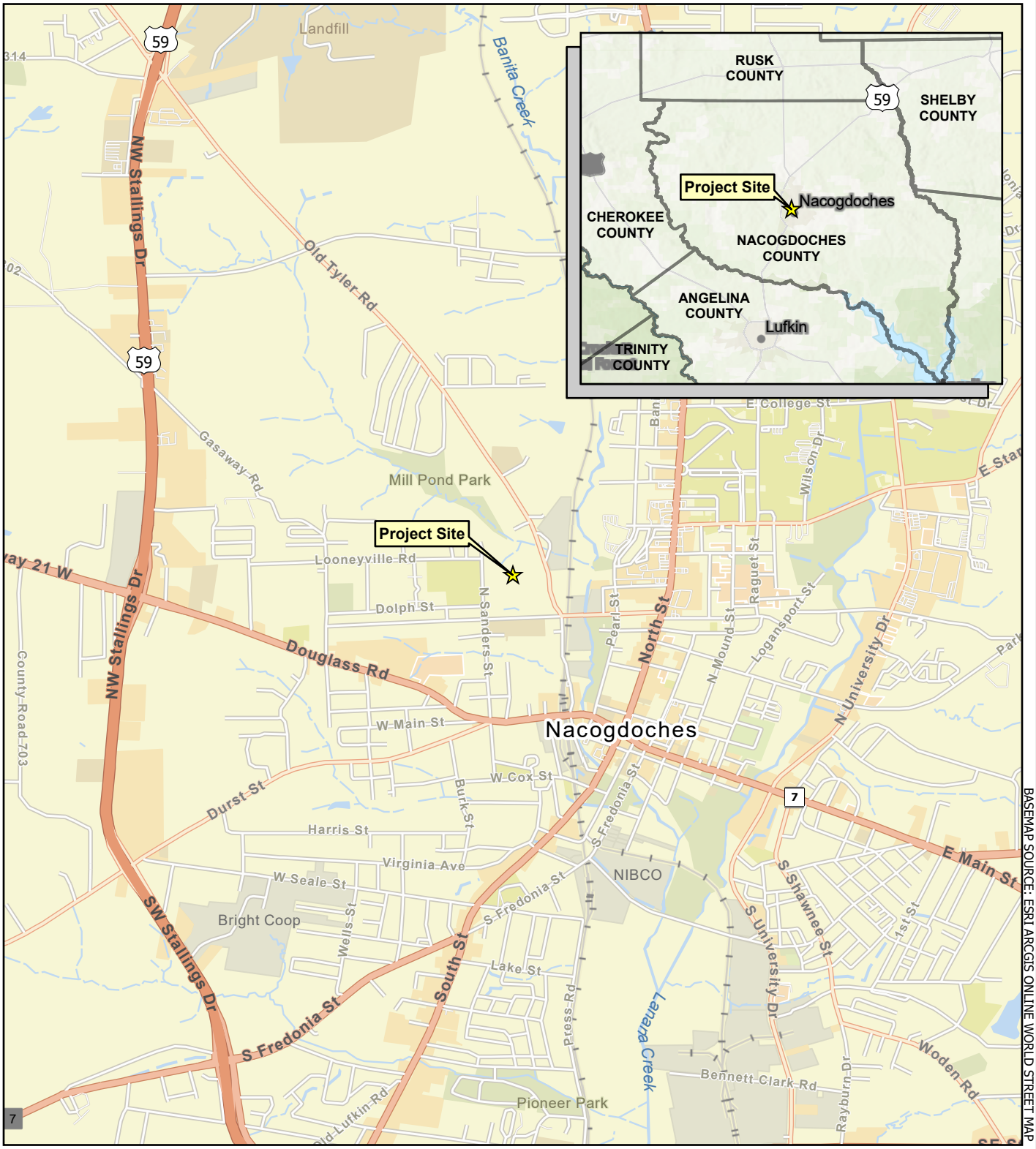
State of California, 2003, *Typical Design Details for Temporary Concrete Wash Out Facilities*, California Stormwater Best Management Practices Handbook.

Texas Commission on Environmental Quality, 2023, Texas Pollutant Discharge Elimination System, *General Permit Number TXR150000, Relating to Stormwater Discharges Associated with Construction Activities*.

United States Geological Survey, 7-1/2 Minute Topographic Quadrangle Map, Nacogdoches North, Texas 1983 Sheet and Nacogdoches South, Texas 1983 (Plate A-2).

Appendix A

Plates



BASEMAP SOURCE: ESRI ARCGIS ONLINE WORLD STREET MAP

☆ Project Site

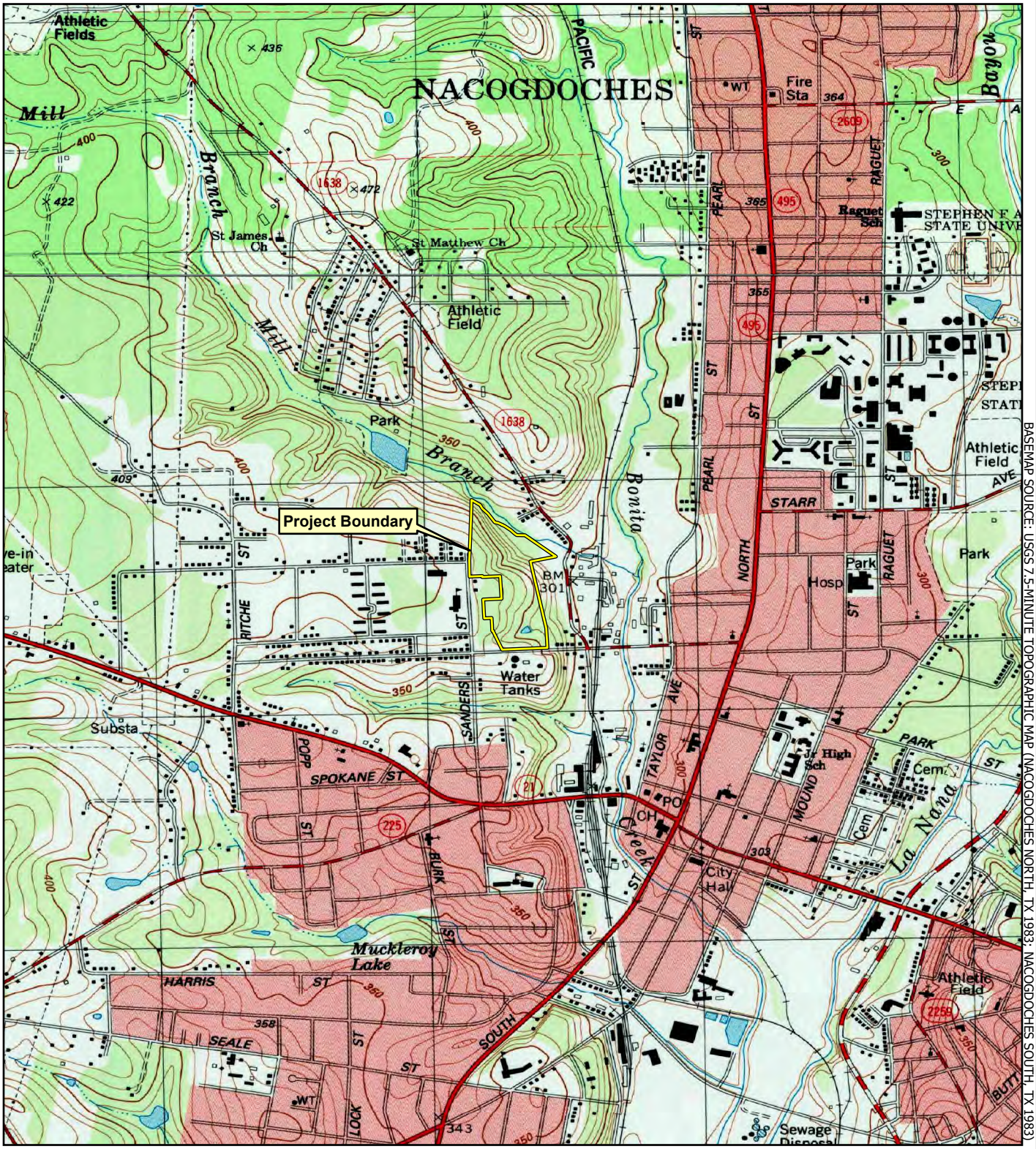
Hydrex ENVIRONMENTAL

PLATE A-1

VICINITY MAP

Proposed Powers St. and Old Tyler Road Sand Pit Construction An Approximate 4.8-Acre Constrution Site Old Tyler Road Nacogdoches, TX 75964

Map Revised: 12/04/2024	Project Number: S-01-1808	GIS Analyst: DS



Project Boundary

0 2,000
Feet

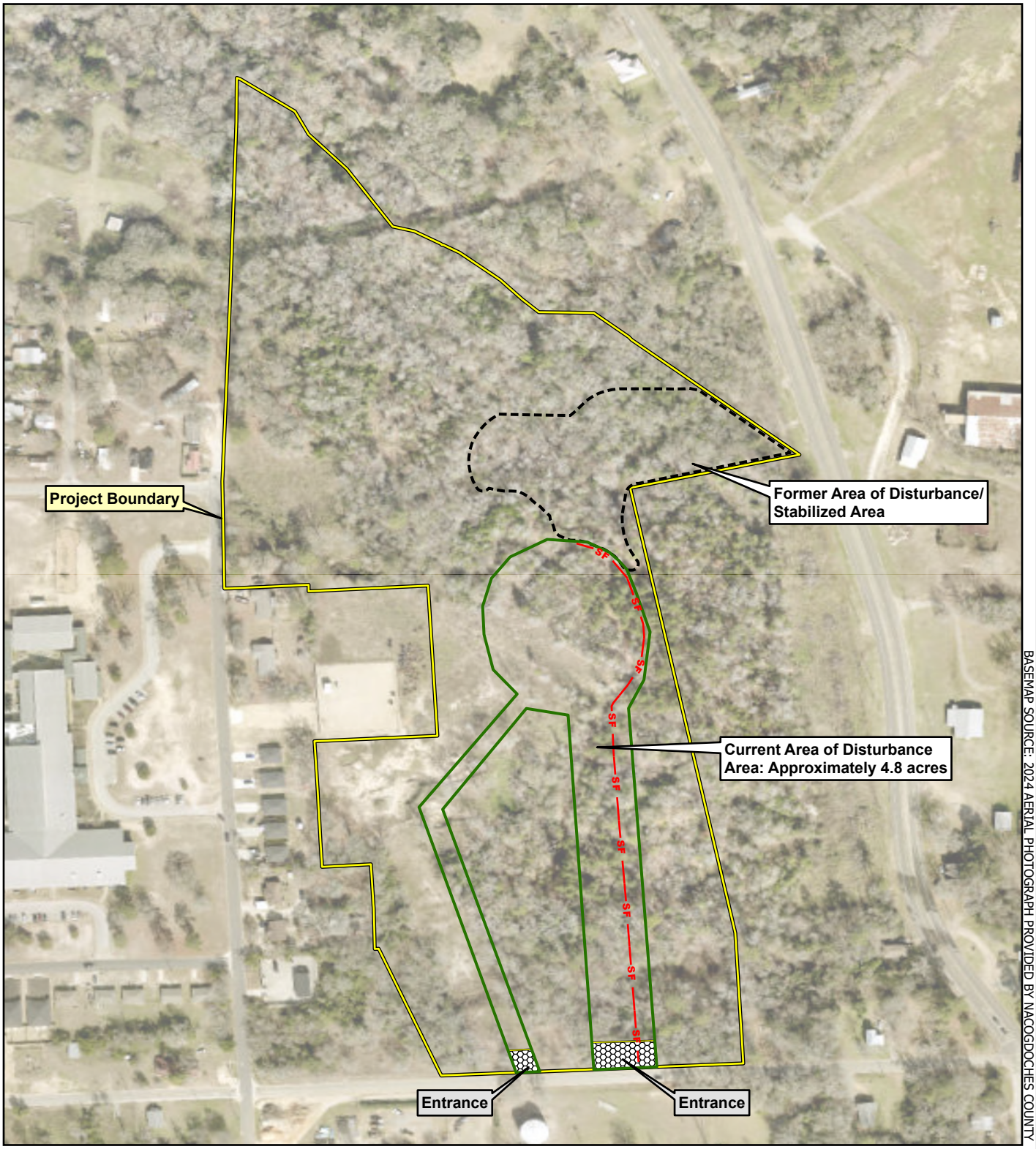
Hydrex ENVIRONMENTAL

PLATE A-2

USGS TOPOGRAPHIC MAP

Proposed Powers St. Old Tyler Road Sand Pit Construction An Approximate 4.8-Acre Constrution Site Old Tyler Road Nacogdoches, TX 75964

Map Revised: 12/04/2024	Project Number: S-01-1808	GIS Analyst: DS



SF Silt Fence

Project Boundary

Entrance

FormerArea of Disturbance/Stabilized Area

Current Area of Disturbance

0 300

Feet

N

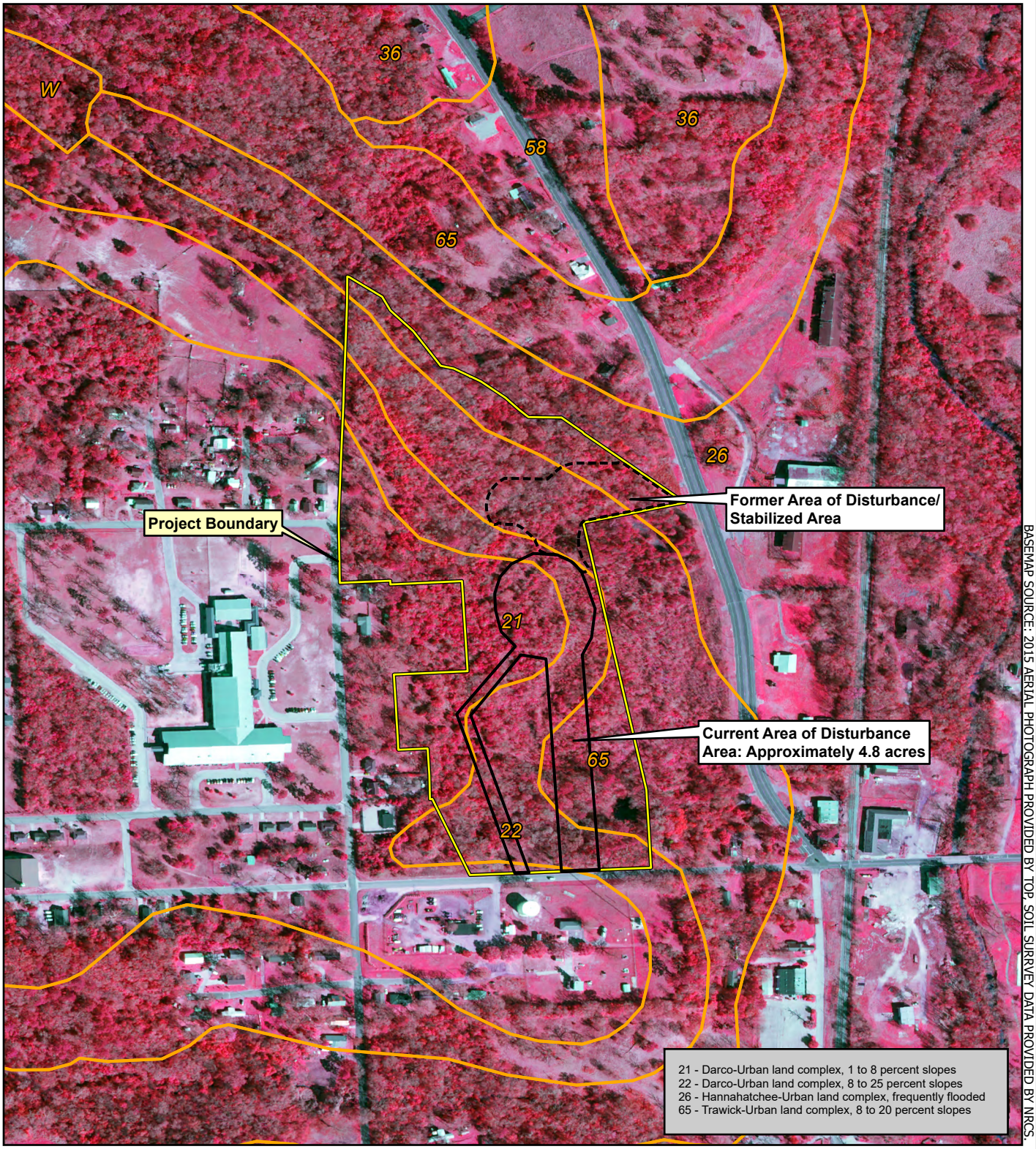
Hydrex ENVIRONMENTAL

PLATE A-3

2024 AERIAL PHOTOGRAPH

Proposed Powers St. and Old Tyler Road Sand Pit Construction An Approximate 4.8-Acre Constrution Site Old Tyler Road Nacogdoches, TX 75964

Map Revised: 12/03/2024	Project Number: S-01-1808	GIS Analyst: CLE



BASEMAP SOURCE: 2015 AERIAL PHOTOGRAPH PROVIDED BY TOP. SOIL SURVEY DATA PROVIDED BY NRCS.

Project Boundary
Current Area of Disturbance
FormerArea of Disturbance/Stablized Area
NRCS Soil Map Unit

0 500
Feet

Hydrex ENVIRONMENTAL

PLATE A-4

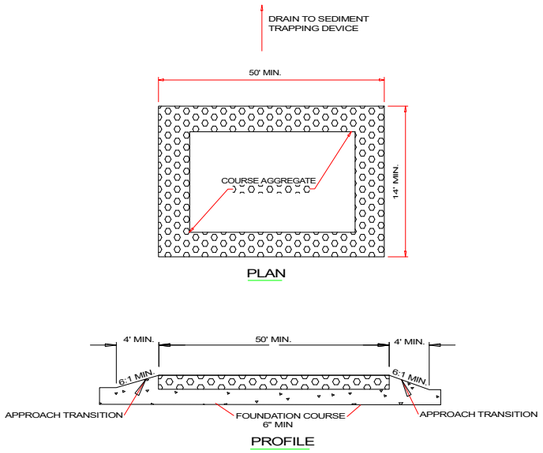
NRCS SOIL SURVEY MAP

Proposed Powers St. and Old Tyler Road Sand Pit Construction An Approximate 4.8-Acre Constrution Site Old Tyler Road Nacogdoches, TX 75964

Map Revised: 12/03/2024	Project Number: S-01-1808	GIS Analyst: CLE

Appendix B

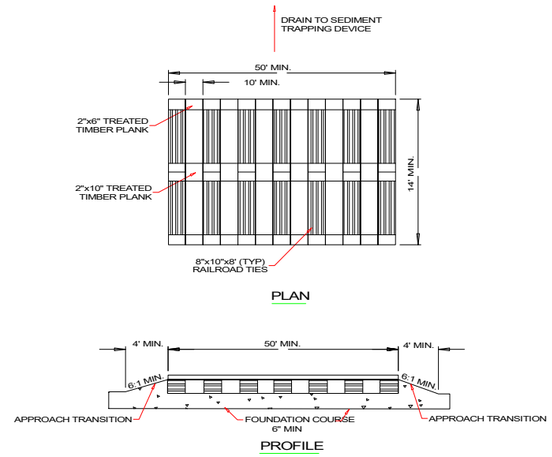
Stormwater Controls



CONSTRUCTION EXIT (TYPE 1)

GENERAL NOTES

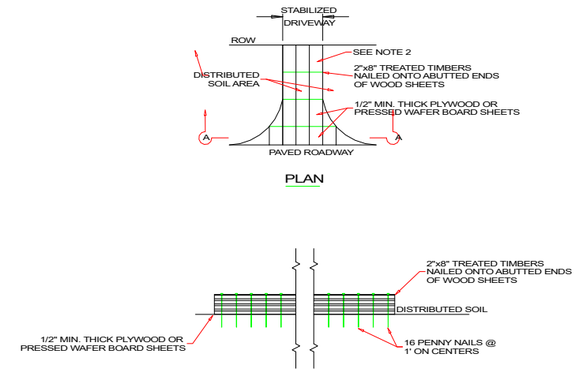
1. THE LENGTH OF THE TYPE 1 CONSTRUCTION EXIT SHALL BE AS INDICATED ON THE PLANS, BUT NOT LESS THAN 50'.
2. THE COARSE AGGREGATE SHOULD BE OPEN GRADED WITH A SIZE 4" TO 8".
3. THE APPROACH TRANSITIONS SHOULD BE NO STEEPER THAN 6:1 AND CONSTRUCTED AS DIRECTED BY THE ENGINEER.
4. THE CONSTRUCTION EXIT FOUNDATION COURSE SHALL BE FLEXIBLE BASE, BITUMINOUS CONCRETE, PORTLAND CEMENT CONCRETE OR OTHER MATERIAL AS APPROVED BY THE ENGINEER.
5. THE CONSTRUCTION EXIT SHALL BE GRADED TO ALLOW DRAINAGE TO A SEDIMENT TRAPPING DEVICE.
6. THE GUIDELINES SHOWN HEREON ARE SUGGESTIONS ONLY AND MAY BE MODIFIED BY THE ENGINEER.



CONSTRUCTION EXIT (TYPE 2)

GENERAL NOTES

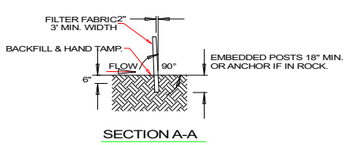
1. THE LENGTH OF THE TYPE 2 CONSTRUCTION EXIT SHALL BE AS INDICATED ON THE PLANS, BUT NOT LESS THAN 50'.
2. THE TREATED TIMER PLANKS SHALL BE ATTACHED TO THE RAILROAD TIES WITH 1/2"x6" MIN.100 BOLTS. OTHER FASTENERS MAY BE USED AS APPROVED BY THE ENGINEER.
3. THE TREATED TIMBER PLANKS SHALL BE #2 GRADE MIN., AND SHOULD BE FREE FROM LARGE AND LOOSE KNOTS.
4. THE APPROACH TRANSITIONS SHALL BE NO STEEPER THAN 6:1 AND CONSTRUCTED AS DIRECTED BY THE ENGINEER.
5. THE CONSTRUCTION EXIT FOUNDATION COURSE SHALL BE FLEXIBLE BASE, BITUMINOUS CONCRETE, PORTLAND CEMENT CONCRETE OR OTHER MATERIAL AS APPROVED BY THE ENGINEER.
6. THE CONSTRUCTION EXIT SHOULD BE GRADED TO ALLOW DRAINAGE TO A SEDIMENT TRAPPING DEVICE.
7. THE GUIDELINES SHOWN HEREON ARE SUGGESTIONS ONLY AND MAY BE MODIFIED BY THE ENGINEER.



CONSTRUCTION EXIT (TYPE 3)

GENERAL NOTES

1. THE LENGTH OF THE TYPE 3 CONSTRUCTION EXIT SHALL BE AS SHOWN ON THE PLANS, OR AS DIRECTED BY THE ENGINEER.
2. THE TYPE 3 CONSTRUCTION EXIT MAY BE CONSTRUCTED FROM OPEN GRADED CRUSHED STONE WITH A SIZE OF TWO TO FOUR INCHES SPREAD A MIN. OF 4" THICK TO THE LIMITS SHOWN ON THE PLANS.
3. THE TREATED TIMBER PLANKS SHALL BE #2 GRADE MIN., AND SHOULD BE FREE FROM LARGE AND LOOSE KNOTS.
4. THE GUIDELINES SHOWN HEREON ARE SUGGESTION ONLY AND MY BE MODIFIED BY THE ENGINEER.



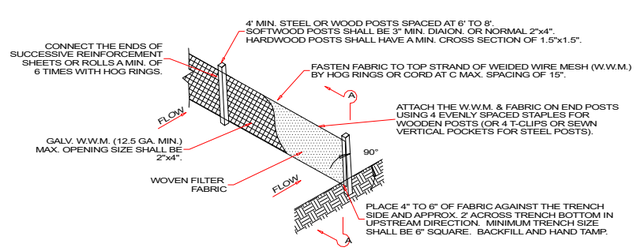
SEDIMENT CONTROL FENCE USAGE GUIDELINES

A SEDIMENT CONTROL FENCE MAY BE CONSTRUCTED NEAR THE DOWNSTREAM PERIMETER OF A DISTURBED AREA ALONG A CONTOUR TO INTERCEPT SEDIMENT FROM OVERLAND RUNOFF. A 2 YEAR STORM FREQUENCY MAY BE USED TO CALCULATE THE FLOW RATE TO BE FILTERED.

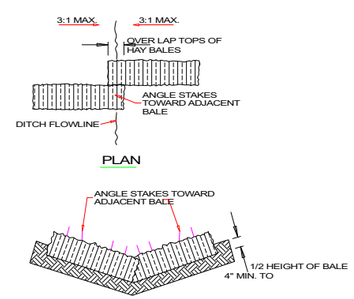
SEDIMENT CONTROL FENCE SHOULD BE SIZED TO FILTER A MAX. FLOW THROUGH RATE OF 100 GPM/FT2. SEDIMENT CONTROL FENCE IS NOT RECOMMENDED TO CONTROL EROSION FROM A DRAINAGE AREA LARGER THAN 2 ACRES.

GENERAL NOTES

1. THE GUIDELINES SHOWN HEREON ARE SUGGESTIONS ONLY AND MAY BE MODIFIED BY THE ENGINEER.



TEMPORARY SEDIMENT CONTROL FENCE



BALED HAY USAGE GUIDELINES

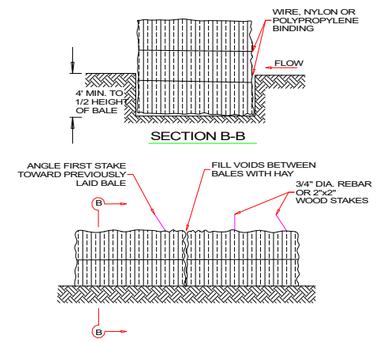
A BALED HAY INSTALLATION MAY BE CONSTRUCTED NEAR THE DOWNSTREAM PERIMETER OF A DISRUPTED AREA ALONG A CONTOUR TO INTERCEPT SEDIMENT FROM OVERLAND RUNOFF. A TWO YEAR STORM FREQUENCY MAY BE USED TO CALCULATE THE FLOW RATE TO BE FILTERED. THE INSTALLATION SHOULD BE SIZED TO FILTER A MAXIMUM FLOW THRU RATE OF 5 GPM/FT2 OF CROSS SECTIONAL AREA. BALED HAY MAY BE USED AT THE FOLLOWING LOCATIONS.

1. WHERE THE RUNOFF APPROACHING THE BALED HAY FLOWS OVER DISTURBED SOIL FOR LESS THAN 100'. IF THE SLOPE OF THE DISTURBED SOIL EXCEEDS 10%, THE LENGTH OF SLOPE UPSTREAM THE BALED HAY SHOULD BE LESS THAN 50'.
2. WHERE THE INSTALLATION WILL BE REQUIRED FOR LESS THAN 3 MONTHS.
3. WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN 1/2 ACRE.

FOR BALED HAY INSTALLATIONS IN SMALL DITCHES, THE ADDITIONAL FOLLOWING CONSIDERATIONS APPLY:

1. THE DITCH SIDESLOPES SHOULD BE GRADED AS FLAT AS POSSIBLE TO MAXIMIZE THE DRAINAGE FLOWRATE THRU THE HAY.
2. THE DITCH SHOULD BE GRADED LARGE ENOUGH TO CONTAIN THE OVERTRAPPING DRAINAGE WHEN SEDIMENT HAS FILLED TO THE TOP OF THE BALED HAY.

BALES SHOULD BE REPLACED USUALLY EVERY 2 MONTHS OR MORE OFTEN DURING WET WEATHER WHEN LOSS OF STRUCTURAL INTEGRITY IS ACCELERATED.



BALED HAY FOR EROSION CONTROL

GENERAL NOTES

1. HAY BALES SHALL BE A MINIMUM OF 30" IN LENGTH AND WEIGH A MINIMUM OF 50 LBS.
2. HAY BALES SHALL BE BOUND BY EITHER WIRE OR NYLON OR POLYPROPYLENE STRING. THE BALES SHALL BE COMPOSED ENTIRELY OF VEGETABLE MATTER.
3. HAY BALES SHALL BE EMBEDDED IN THE SOIL A MINIMUM OF 4" AND WHERE POSSIBLE 1/2 THE HEIGHT OF THE BALE.
4. HAY BALES SHALL BE PLACED IN A ROW WITH ENDS TIGHTLY ABUTTING THE ADJACENT BALES. THE BALES SHALL BE PLACED WITH BINDINGS PARALLEL TO THE GROUND.
5. HAY BALES SHALL BE SECURELY ANCHORED IN PLACE WITH 3/8" DIA. REBAR OR 2"x2" WOOD STAKES, DRIVEN THROUGH THE BALES. THE FIRST STAKE SHALL BE ANGLED TOWARDS THE PREVIOUSLY LAID BALE TO FORCE THE BALES TOGETHER.
6. THE GUIDELINES SHOWN HEREON ARE SUGGESTIONS ONLY AND MAY BE MODIFIED BY THE ENGINEER.

GENERAL NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR COMPLETELY IDENTIFYING AND LOCATING ALL UTILITIES WITHIN THE PROJECT AREA, AND FOR PROTECTING, REPAIRING AND REPLACING SUCH LINES, CABLES, PIPES AND APPURTENANCES. THE UTILITIES SHOWN ON THIS DRAWING ARE APPROXIMATE AND MAY NOT REPRESENT THE EXACT LOCATION OR MATERIALS OF EXISTING FACILITIES. NOT ALL UTILITIES THAT EXIST MAY BE REPRESENTED ON THE DRAWING.
2. NOTIFY THE CITY ENGINEERING DEPT. (936-564-4693) FOR INSPECTION OF DRAINAGE IMPROVEMENTS PRIOR TO COVERING UNDERGROUND IMPROVEMENTS, BEFORE POURING BUILDING SLABS OR MAKING ANY UTILITY TAPS OR CURB CUTS.
3. THIS IS NOT A BOUNDARY SURVEY.
4. THE CONTRACTOR IS RESPONSIBLE FOR Pproviding EROSION CONTROL (SILT FENCING) ON ALL DOWNHILL SLOPE AREAS OF THIS SITE.

TAKEN FROM DETAILS PROVIDED BY BARWIN CONSULTANTS, 2002

Plate B-1
Typical Design Details for Erosion and Sediment Controls

ENVIRONMENTAL
312 old Tyler Road
Nacogdoches, Texas 75964-3428
(936) 568-9451 Fax: (936) 568-9527

DROP INLET PROTECTION FOR USE IN PAVED AREAS

BAGGED GRAVEL INLET FILTER

Sandbags filled with pea gravel can be used to construct a sediment barrier around curb and drain inlets. The sandbags should be filled with washed pea gravel and stacked to form a continuous barrier about 1 foot high around the inlets. The bags should be tightly abutted against each other to prevent runoff from flowing between the bags.

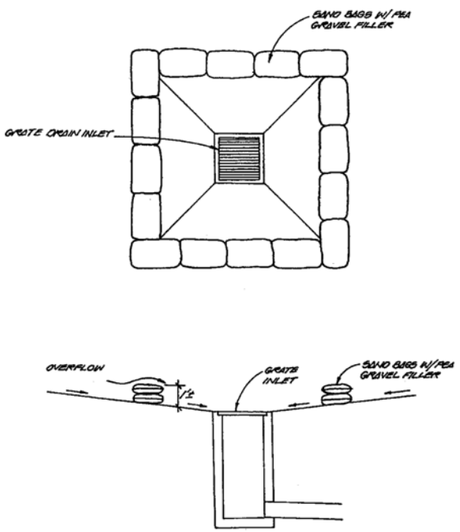


Diagram of Bagged Gravel Grate Inlet Protection (Pape-Dawson)

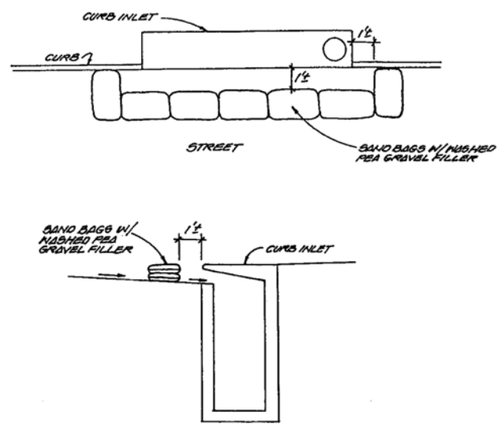


Diagram of Bagged Gravel Curb Inlet Protection (Pape-Dawson)

BAGGED GRAVEL INLET FILTER (ALTERNATE #1)

Inspection and Maintenance Guidelines

1. Inspection should be at the frequency specified in the Storm Water Pollution Prevention Plan. Repair or replacement should be made promptly as needed by the contractor.
2. Remove sediment when buildup reaches a depth of 3 inches. Removed sediment should be deposited in a suitable area and in such a manner that it will not erode.
3. Structures should be removed and the area stabilized only after the remaining drainage area has been properly stabilized.

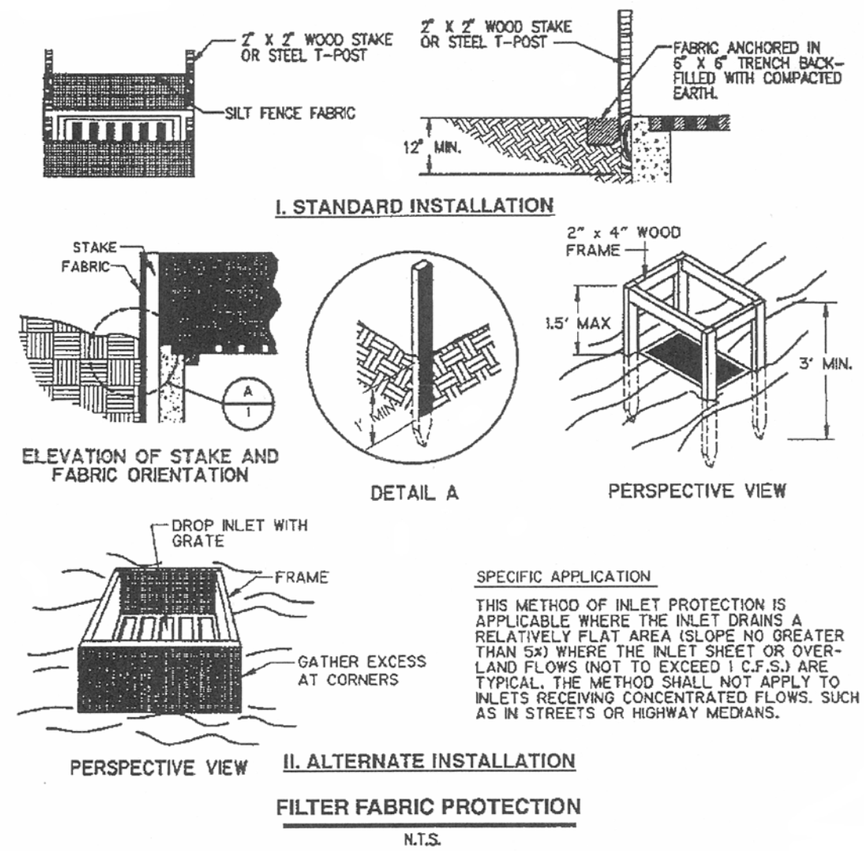
BAGGED GRAVEL INLET FILTER (ALTERNATE #2)

Inspection and Maintenance Guidelines

1. Inspection should be at the frequency specified in the Storm Water Pollution Prevention Plan. Repair or replacement should be made promptly as needed by the contractor.
2. Remove sediment when buildup reaches a depth of 3 inches. Removed sediment should be deposited in a suitable area and in such a manner that it will not erode.
3. Check placement of device to prevent gaps between device and curb.
4. Structures should be removed and the area stabilized only after the remaining drainage area has been properly stabilized.

DROP INLET PROTECTION FOR USE IN UNPAVED AREAS

SILT FENCE DROP INLET PROTECTION



SPECIFIC APPLICATION

THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE THE INLET DRAINS A RELATIVELY FLAT AREA (SLOPE NO GREATER THAN 5%) WHERE THE INLET SHEET OR OVER-LAND FLOWS (NOT TO EXCEED 1 C.F.S.) ARE TYPICAL. THE METHOD SHALL NOT APPLY TO INLETS RECEIVING CONCENTRATED FLOWS. SUCH AS IN STREETS OR HIGHWAY MEDIANS.

Diagram of Filter Fabric Inlet Protection (NCTCOG, 1993)

SILT FENCE DROP INLET PROTECTION

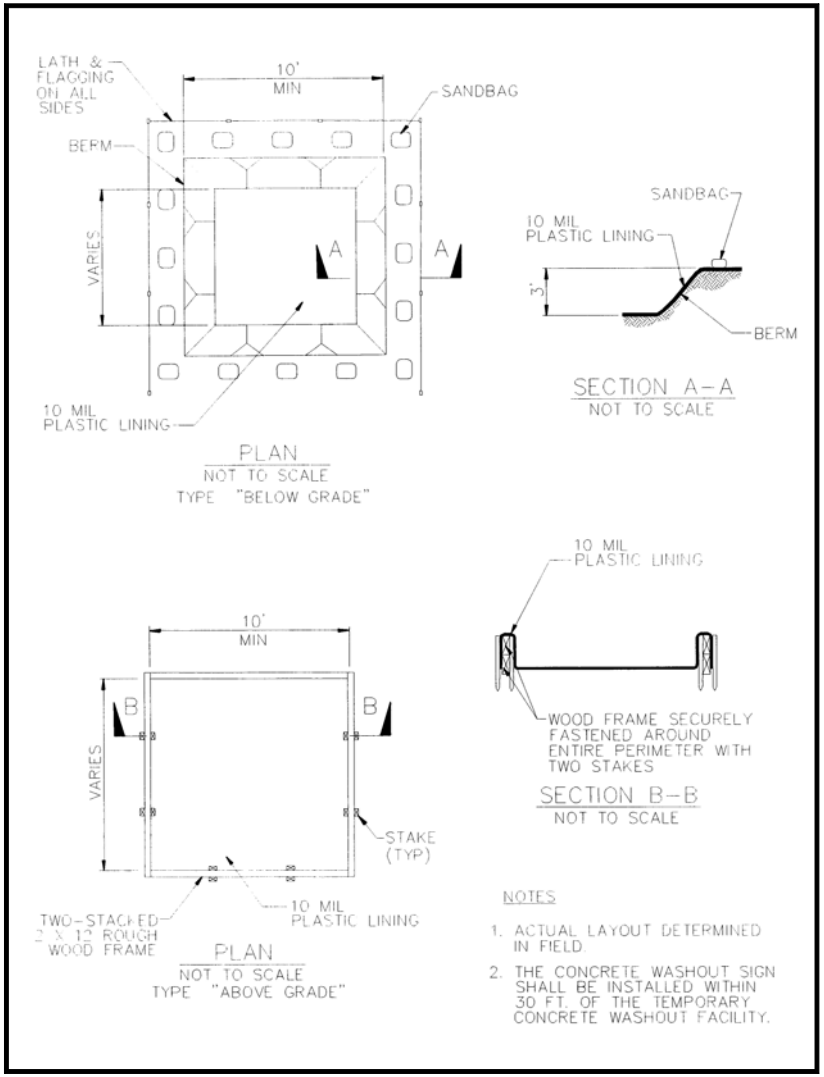
General Usage Guidelines

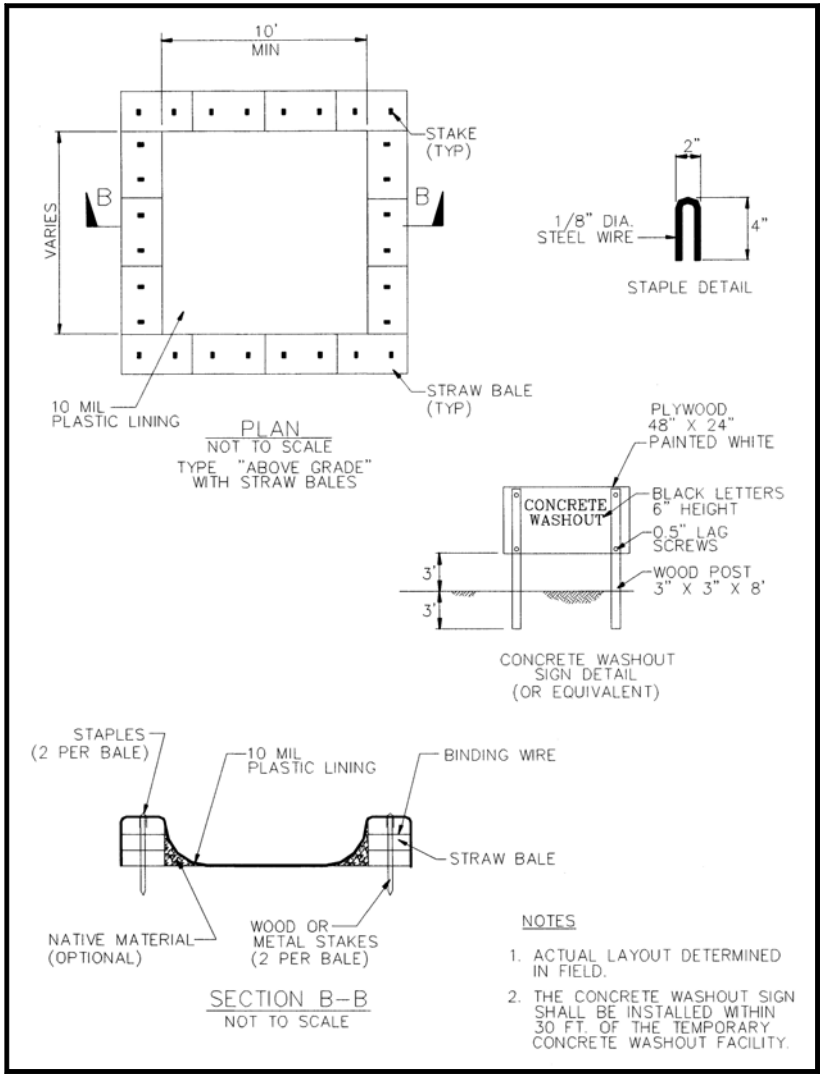
1. Silt fence should conform to the specifications listed for Sediment Control Fencing on Plate B-1.
2. The silt fence should be cut to fit from a continuous roll to avoid joints.
3. For stakes, use 2 x 4-inch wood or equivalent metal with a minimum length of 3 feet.
4. Space stakes evenly around the perimeter of the inlet a maximum of 3 feet apart, and securely drive them into the ground, approximately 18 inches deep.
5. To provide needed stability to the installation, a frame with 2 x 4-inch wood strips around the crest of the overflow area at a minimum of 1 ½ feet above the drop inlet crest may be provided.
6. Place the bottom 12 inches of the fabric in a trench and backfill the trench with 12 inches of compacted soil.
7. Fasten fabric securely by staples or wire to the stakes and frame. Joints must be overlapped to the next stake.
8. It may be necessary to build a temporary dike on the down slope side of the structure to prevent bypass flow. If the drop inlet is above the finished grade, the grate may be completely covered with filter fabric (silt fence). The fabric should be securely attached to the entire perimeter of the inlet using 1 x 2-inch wood strips and appropriate fasteners.

* MODIFIED FROM NCTCOG, *DIAGRAM OF FILTER FABRIC INLET PROTECTION*, 1993

Plate B-2
Typical Design Details for Inlet Protection

ENVIRONMENTAL
312 Old Tyler Road
Nacogdoches, Texas 75964-3428
(936) 568-9451 Fax: (936) 568-9527





TAKEN FROM 2003 CALIFORNIA STORM WATER BMP HANDBOOK

Hydrex
ENVIRONMENTAL
312 Old Tyler Road
Nacogdoches, Texas 75964
(936) 568-9451 Fax: (936) 568-9527

Plate B-3
Typical Design Details for Temporary Concrete Washout Facilities

Appendix C

Record of Construction Schedule Activities

Record of Disturbance/Stabilization Activities

(To be completed by the Operator during construction)

Description and Location of: Major Disturbance Activity or Erosion, Sediment, Stabilization Control Implemented	Date Activity/Control Initiated	Date Activity/Control Ceased

Record of Disturbance/Stabilization Activities

(continued)

Description and Location of: Major Disturbance Activity or Erosion, Sediment, Stabilization Control Implemented	Date Activity/Control Initiated	Date Activity/Control Ceased

Appendix D

Inspection Forms for Stormwater Controls

Stormwater Construction Site Inspection Report

General Information			
Project Name	Old Tyler Road Sand Pit Construction Project		
Location	Old Tyler Road Nacogdoches, TX		
Date of Inspection		**Time**	
Inspector's Name(s)			
Inspector's Title(s)			
Inspector's Contact Information			
Inspector's Qualifications			
Describe present phase of construction			

Type of Inspection:
❑ Regular ❑ Pre-storm event ❑ During storm event ❑ Post-storm event

Weather Information

Has there been a storm event since the last inspection? ❑Yes ❑No
If yes, provide:
Storm Start Date & Time: Storm Duration (hrs): Approximate Amount of Precipitation (in):

Weather at time of this inspection?
❑ Clear ❑Cloudy ❑ Rain ❑ Sleet ❑ Fog ❑ Snowing ❑ High Winds
❑ Other: Temperature:

Have any discharges occurred since the last inspection? ❑Yes ❑No
If yes, describe:

Are there any discharges at the time of inspection? ❑Yes ❑No
If yes, describe:

Inspection of BMPs

	BMP	BMP Installed?	BMP Maintenance Required?	Corrective Action Needed and Notes
1	Entrance/Exit	❑Yes ❑No	❑Yes ❑No	
2	Sediment Control Fence	❑Yes ❑No	❑Yes ❑No	
3	Inlet Protection	❑Yes ❑No	❑Yes ❑No	

	BMP	BMP Installed?	BMP Maintenance Required?	Corrective Action Needed and Notes
4	Swales	❑Yes ❑No	❑Yes ❑No	
5	Rock Check Dams	❑Yes ❑No	❑Yes ❑No	
6	Soil Stabilization	❑Yes ❑No	❑Yes ❑No	
7	Retaining Walls	❑Yes ❑No	❑Yes ❑No	
8	Rock Rubble and Rip Rap at Discharge Outlets	❑Yes ❑No	❑Yes ❑No	
9		❑Yes ❑No	❑Yes ❑No	
10		❑Yes ❑No	❑Yes ❑No	
11		❑Yes ❑No	❑Yes ❑No	
12		❑Yes ❑No	❑Yes ❑No	
13		❑Yes ❑No	❑Yes ❑No	
14		❑Yes ❑No	❑Yes ❑No	

Overall Site Issues

	BMP/Good Housekeeping activity	Implemented?	Maintenance Required?	Corrective Action Needed and Notes
1	Are all slopes and disturbed areas not actively being worked properly stabilized?	❑Yes ❑No	❑Yes ❑No	

QUALIFICATIONS OF THE INSPECTOR(S)

Inspectors must be knowledgeable of the following items:

1) Knowledgeable of the facility's SWP3,
2) Knowledgeable of the TPDES Permit (Appendix E), and
3) Knowledgeable of construction methods, erosion controls, BMPs and pollution prevention control measures developed for this site.

Inspector's Name:

Inspector's Name:

Inspector's Name:

Appendix E

Texas Pollutant Discharge Elimination System (TPDES)

General Permit No. TXR150000

Appendix F

Miscellaneous Documents

SMALL CONSTRUCTION SITE NOTICE

FOR THE
Texas Commission on Environmental Quality (TCEQ)
Stormwater Program

TPDES GENERAL PERMIT TXR150000

The following information is posted in compliance with **Part II.E.2.** of the TCEQ General Permit Number TXR150000 for discharges of stormwater runoff from small construction sites. Additional information regarding the TCEQ stormwater permit program may be found on the internet at:

http://www.tceq.state.tx.us/nav/permits/wq_construction.html

Operator Name:	JIM/RB, LLC
Contact Name and Phone Number:	Joseph Irie Montes 936-556-1395
Project Description: *Physical address or description of the site's location, estimated start date and projected end date, or date that disturbed soils will be stabilized*	Located along Old Tyler Road Nacogdoches, TX 75964 October 2024 to October 2025
Location of Stormwater Pollution Prevention Plan:	JIM/RB, LLC

For Small Construction Activities Authorized Under Part II.E.2. (Obtaining Authorization to Discharge) the following certification must be completed:

I Joseph Irie Montes (Typed or Printed Name Person Completing This Certification) certify under penalty of law that I have read and understand the eligibility requirements for claiming an authorization under Part II.E.2. of TPDES General Permit TXR150000 and agree to comply with the terms of this permit. A stormwater pollution prevention plan has been developed and will be implemented prior to construction, according to permit requirements. A copy of this signed notice is supplied to the operator of the MS4 if discharges enter an MS4. I am aware there are significant penalties for providing false information or for conducting unauthorized discharges, including the possibility of fine and imprisonment for knowing violations.

Signature and Title Joseph Irie Montes Date 12-3-24

_____ *Date Notice Removed*

____*MS4 operator notified per Part II.F.3.*

REQUIRED ACTIVITIES TO PERFORM

1) Post Construction Site Notice (Appendix F) by main entrance/exit to be visible by the public. The site notice must be maintained for the duration of the construction and final stabilization.

2) Record and date major disturbance activities on the Record of Disturbance /Stabilization Activities form (Appendix C).

3) Pen and ink changes can be made to any part of the SWP3 as long as no TPDES Permit requirements are deleted or omitted.

4) Identify the location of every concrete washout facility on the Sediment and Erosion Control site map (Appendix A, Plate A-3) by marking its location and labeling it.

5) Complete the Qualifications of the Inspector(s) sheet for each person performing the site inspections (Appendix D).

6) Perform site inspections as per Section 5.2 of the SWP3 for the duration of soil disturbing construction activities. Record and date these inspections on the Stormwater Construction Site Inspection Forms (Appendix D).

SUP2024-07 Site Photos

View of subject property from Powers St.

View inside of the subject property from OTR.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF NACOGDOCHES, TEXAS, GRANTING A SPECIFIC USE PERMIT FOR STONE, GRAVEL & MINERAL EXTRACTION LOCATED WITHIN THE B-2, GENERAL BUSINESS ZONING DISTRICT, LEGALLY DESCRIBED AS 28.2 ± ACRES IN SIZE, MORE PARTICULARLY DESCRIBED BY THE NACOGDOCHES CENTRAL APPRAISAL DISTRICT PARCEL 85393 WITHIN THE OTR PLACE LOT 4A REPLAT, GENERALLY LOCATED ON THE NORTH SIDE OF POWERS STREET, BETWEEN NORTH SANDERS STREET AND OLD TYLER ROAD, IN NACOGDOCHES, TEXAS, PROVIDING REQUIREMENTS AND CONDITIONS FOR SAID SPECIFIC USE PERMIT; CONTAINING FINDINGS; PROVIDING A REPEAL CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Specific Use Permit process allows the Planning and Zoning Commission and City Council to consider the conditions specific to individual tracts of land and the operational characteristics of various businesses; and

WHEREAS, Jim RB, LLC, filed an application for a Specific Use Permit for Stone, Gravel & Mineral Extraction on property that is currently zoned as B-2, General Business; legally described as approximately 28.2 ± in size, more particularly described by the Nacogdoches Central Appraisal District Parcel 85393 within the OTR Place Lot 4A Replat; and generally located on the north side of Powers Street, between North Sanders Street and Old Tyler Road (the "Property"), and situated within the corporate limits of the City of Nacogdoches, Texas (the "City"), being more particularly described in **Exhibit "A",** attached hereto and made a part hereof for all purposes; and

WHEREAS, the Owner of the Property, through its above-mentioned and duly authorized representatives, has presented an application to the City for the granting a Specific Use Permit to use said Property for the purpose of Stone, Gravel & Mineral Extraction (the "Specific Use"), as authorized by the City's Zoning Ordinance; and

WHEREAS, after satisfaction of all conditions precedent required by law, the Planning and Zoning Commission held a public hearing and did make recommendation to the City Council for approval of the Specific Use Permit application submitted for the above-referenced site; and

WHEREAS, after satisfaction of all conditions precedent required by law and receiving the recommendation of the Planning and Zoning Commission, the City Council conducted a public hearing, and immediately thereafter approved the application for a Specific Use Permit allowing for the construction, operation, and maintenance for Stone, Gravel & Mineral Extraction.

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

SECTION I
Findings.

The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct, and same are deemed to be in furtherance of a public purpose.

SECTION II
Approval of Specific Use Permit

Pursuant to the requirements of Chapter 118 of the Code of Ordinances of the City of Nacogdoches, Texas, a Specific Use Permit is hereby approved allowing for the construction, operation, and maintenance of Stone, Gravel & Mineral Extraction at the above-described location, with the following conditions:

a) Hours of Operation from 8:00 a.m. and 6:00 p.m., Monday through Saturday.
b) Preserve the existing vegetative buffer at a minimum of 25 ft in width around the perimeter of the property allowing for a reasonable entrance into the area of excavation.
c) Install and maintain stormwater pollution prevention fencing along the property entrance in line with state regulations along the entrance of the property.
d) The Specific Use Permit will expire 12 months from the date it is put into ordinance.
e) Additional street sweeping or clean-up will be provided once a week or as needed to keep the roadway in front of the site free of mud and debris.

SECTION III
Repeal

This Ordinance shall in no manner repeal, amend, change, supplement, or revise any provision of any ordinance of the City, save and except the granting of the Specific Use Permit as herein provided.

SECTION IV
Effective Date

This Ordinance shall take effect following its passage and publication as may be required by governing law.

SECTION V
Severability

If any word, article, phrase, paragraph, sentence, clause, or provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end, the provisions of this Ordinance are declared to be severable.

SECTION VI
Proper Notice and Open Meetings

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

SECTION VII
Filing

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, Texas.

PASSED AND APPROVED, this the ____ day of January 2025, by a vote of ____(*ayes*) to _____(*nays*) of the City Council of the City of Nacogdoches, Texas.

CITY OF NACOGDOCHES

By:

_____
Randy Johnson, Mayor

ATTEST:

_____

Rhonda Lewis, City Secretary

APPROVED AS TO FORM:

_____

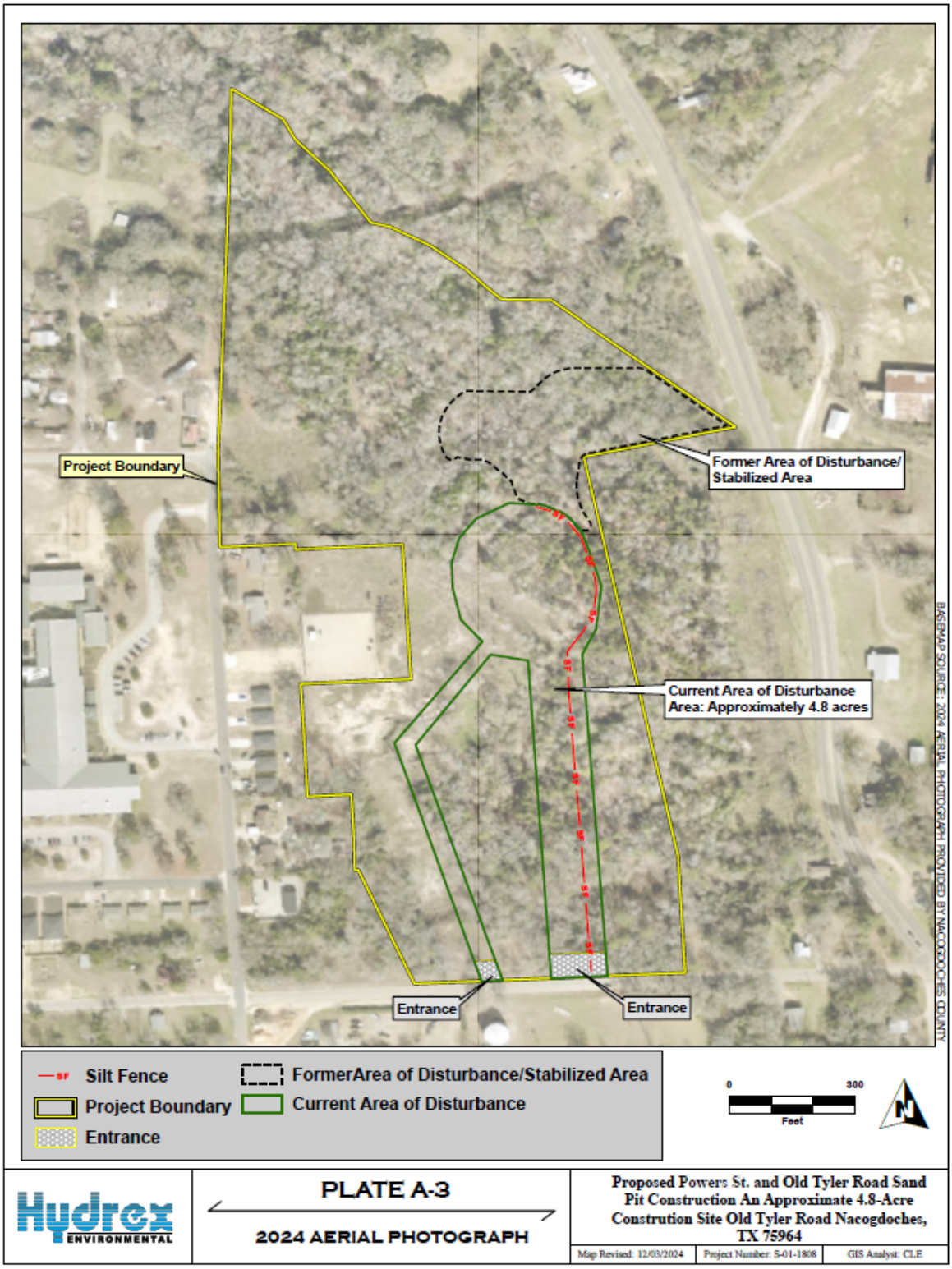
Jerry Baker, City Attorney

APPROVED AS TO CONTENT:

_____

Juan Pollette, Interim City Planner

EXHIBIT "A"


Project Boundary
Former Area of Disturbance/ Stabilized Area
Current Area of Disturbance Area: Approximately 4.8 acres
Entrance
Entrance
BASEMAP SOURCE: 2024 AERIAL PHOTOGRAPH PROVIDED BY NACOGDOCHES COUNTY
Silt Fence
Project Boundary
Entrance
FormerArea of Disturbance/Stabilized Area
Current Area of Disturbance
0
300
Feet
N
Hydrex ENVIRONMENTAL
PLATE A-3
2024 AERIAL PHOTOGRAPH
Proposed Powers St. and Old Tyler Road Sand Pit Construction An Approximate 4.8-Acre Constrution Site Old Tyler Road Nacogdoches, TX 75964
Map Revised: 12/03/2024
Project Number: S-01-1808
GIS Analyst: CLE

City Council Meeting

Date: January 23, 2025

Agenda Item: 6.B.

PRESENTER: Juan Pollette, Interim City Planner

ITEM/SUBJECT: Public Hearing: Discuss and consider action regarding Zoning Case ZON2024-05 to amend the current zoning of R-1 Single-Family to R-2 Single-Family on two parcels of land approximately 3.1 acres ± in size, more particularly described by Nacogdoches Central Appraisal District Parcels 31635 and 85292; and generally located north of the intersection of Tanglewood Circle and Tangleberry Street, Nacogdoches, Texas. (Interim City Planner) ***[Withdrawn by applicant]***

SUMMARY/BACKGROUND: ***[Withdrawn by applicant]*** The City received notification of the applicant's withdrawal of this request on January 14, 2025.

The request is for a zone change from R-1, Single Family to R-2, Single Family for two (2) lots totaling approximately 3.1 acres located on the north side of the Tanglewood Circle and the Tangleberry Street intersection. The R-2, Single Family District creates a residential district that is intended to provide for slightly higher-density residential areas. Lots in the R-2 district must be 6,000 square feet or larger. The applicant owns the subject properties and intends to subdivide the two lots into four.

Applicant / Agent
Brent Beal (property owner)

Adjacent Land Use & Zoning
The subject property is zoned R-1 Single Family and is currently undeveloped. The surrounding zoning and land uses are as follows:

Direction	Comprehensive Plan	Zoning	Land Use
North (Across Park St.)	Commercial	R-1, Single-Family	Undeveloped
South (Across Tanglewood)	Single-Family Residential & Multi-Family Residential	R-1, Single-Family & Planned Development	Single-Family
East	Single-Family Residential	R-1, Single-Family	Single-Family
West	Single-Family Residential	R-1, Single-Family	Undeveloped

The area is primarily zoned R-1 and developed with single-family residences, with the exception of a multi-family development to the south and commercial to the west fronting University Drive.

STAFF REVIEW:

Compatibility: The specific use will be compatible with and not injurious to the use and enjoyment of other property in the immediate vicinity, nor significantly diminish or impair property values within the immediate vicinity;

The area is zoned and developed primarily with single-family detached residences and multi-family apartments to the south, and in staff's opinion, the slightly smaller minimum lot requirements for the R-2 zoning district would not significantly impact the overall density or character of the neighborhood.

Orderly Growth and Development: The establishment of the specific use will not impede the normal and orderly development and improvement of surrounding vacant property;

The surrounding properties are mostly developed with the exception of a few vacant lots east of the subject property. The rezoning would not impede the orderly growth of adjacent properties.

Supporting Facilities: Adequate utilities, access roads, drainage, and other necessary supporting facilities have been or will be provided;

The subject properties take direct access from Tanglewood Street which is a two-lane local road with a ROW of approximately 40 feet. The properties have access to public utilities, with 6-inch water and sewer mains located along Tanglewood Circle.

Drives and Parking: The design, location, and arrangement of all driveways and parking spaces provide for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments;

Future development will meet all current driveway and parking requirements.

Nuisances: Adequate nuisance-prevention measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration;

Future development will comply with City regulations regarding the prevention of offensive odor, fumes, dust, noise, and vibrations.

Lighting: Any lighting to be provided will be directional so as not to disturb or adversely affect neighboring properties;

If the zone change request is approved, any new outdoor lighting would be subject to the City's current standards, which require light fixtures to utilize a down lighting design and prohibit fixtures that directly project light in all directions.

Landscaping: Sufficient landscaping and screening to ensure harmony and compatibility with adjacent property exists or will be provided;

Single-family construction is not subject to commercial district landscaping requirements.

Comprehensive Plan: The proposed use is in accordance with the comprehensive plan.

Future Land Use

Per the 2003 Nacogdoches Comprehensive Plan, the Future Land Use Plan (FLUP) Map designates the subject property as *Single Family Residential*. This FLUP category is described as, "Conventional one-family detached dwellings (also includes duplexes)."

Thoroughfare Plan

Tanglewood Circle is a paved asphalt local street that serves as direct access for the residential uses in the area. This two-lane roadway is adequate to accommodate the nature and volume of traffic typically generated by the proposed use.

Land Use Policies, Goals & Objectives

This rezoning is a response to current needs for residential growth and therefore fits into the goals of the Comprehensive Plan; specifically, the goal to encourage *Growth Inward* – Long-term growth in appropriate areas to achieve an efficient, diverse, and balanced pattern of land uses both within the City and urbanizing portions of its extraterritorial jurisdiction. Some of the targeted objectives include:

- Encourage infill development where appropriate (utilities, compatibility, etc.).
- Plan for mixing and/or separation of land use types based on desired, location, density, and pattern of development.
- Promote growth where adequate infrastructure exists.

This request also furthers the Land Use Policies of the 2003 Comprehensive Plan, specifically:

- Compatibility with existing uses should be maintained. Well-planned, mixed uses which are compatible are to be encouraged.
- Schools, parks, and community facilities should be located close to or within residential neighborhoods.

Staff finds that the request complies with the FLUP and the stated Goals and Objectives of the 2003 Comprehensive Plan.

PUBLIC ENGAGEMENT :

- November 27, 2024 – Staff mailed twenty-one (21) neighborhood meeting notice postcards to property owners within 500 feet of the subject property.
- December 11, 2024 – Staff coordinated a neighborhood meeting at City Hall on behalf of the applicant to receive input from surrounding property owners. Seven (7) neighboring residents attended the meeting with concerns that the increased density of the lot size will create rental or smaller housing causing property values and safety in the area to diminish.
- December 19, 2024 – Staff mailed nine (9) public meeting notice letters to property owners within 200 feet and has received one (1) written response in opposition to the request. Staff also sent out twelve (12) notice postcards to property owners within 200-500 feet and have received one (1) written response in opposition to the request. Both residents had concerns about the increased density, property values, and the safety of the area (see attached letter).
- December 29, 2024 – Legal ad published in the Daily Sentinel newspaper.

NOTE – This application is subject to additional notification procedures, including signage posted on the subject property, as well as notices on the City website and social media pages.

P&Z Recommendation:
The Planning & Zoning Commission heard this item on January 13, 2025, and voted unanimously (5-0) to recommend denial of the zoning change from R-1, Single Family to R-2, Single Family.

FINANCIAL:
No financial impact is associated with this item.

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES
Not Applicable

CITY CONTACT: Juan Pollette, Interim City Planner
pollettej@nactx.us
(936) 559-2571

ATTACHMENTS:
1. Ordinance
2. Aerial Map
3. Zoning Map
4. Future Land Use Map
5. Notification Map
6. Item Exhibit
7. Site Photos
8. Response Forms

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF NACOGDOCHES, TEXAS, AMENDING THE BOUNDARIES OF A ZONING DISTRICT WITHIN THE CITY OF NACOGDOCHES FROM R-1, SINGLE-FAMILY TO R-1, SINGLE-FAMILY LEGALLY DESCRIBED APPROXIMATELY 3.1 ± ACRES IN SIZE, MORE PARTICULARLY DESCRIBED BY THE NACOGDOCHES CENTRAL APPRAISAL DISTRICT PARCELS 31635 AND 85292 AND GENERALLY LOCATED ON THE NORTH SIDE OF TANGLEWOOD CIRCLE AND TANGELBERRY STREET INTERSECTION , LOCATED IN NACOGDOCHES, TEXAS; CONTAINING FINDINGS; PROVIDING A REPEAL CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Zoning Ordinance of the City of Nacogdoches allows the City Council to amend the official zoning map; and

WHEREAS, the property described above and depicted in **"Exhibit A"** is currently zoned R-1, Single-Family; and

WHEREAS, the property owner has requested the zoning classification of said property to be changed to R-1, Single-Family; and

WHEREAS, the City Council of the City has conducted, in the time and manner and after the notice required by law and the Zoning Ordinance of the City, a public hearing on such request for change in zoning classification; and

WHEREAS, the City Council now deems it appropriate to grant such a requested change in classification.

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

SECTION I
Findings.

The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct, and same are deemed to be in furtherance of a public purpose.

SECTION II
Approval of Zoning Change

Pursuant to the requirements of Chapter 118 of the Code of Ordinances of the City of Nacogdoches, Texas, a change in Zoning Classification from R-1, Single-Family to R-2, Single-Family is hereby approved by the City Council.

SECTION III
Repeal

This Ordinance shall in no manner repeal, amend, change, supplement, or revise any provision of any ordinance of the City, save and except the granting change in Zoning Classification as herein provided.

SECTION IV
Effective Date

This Ordinance shall take effect following its passage and publication as may be required by governing law.

SECTION V
Severability

If any word, article, phrase, paragraph, sentence, clause, or provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end, the provisions of this Ordinance are declared to be severable.

SECTION VI
Proper Notice and Open Meetings

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

SECTION VII
Filing

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, Texas.

PASSED AND APPROVED, this the ____ day of January 2025 by a vote of ____(*ayes*) to _____ (*nays*) of the City Council of the City of Nacogdoches, Texas.

CITY OF NACOGDOCHES

By: _____
RANDY JOHNSON, Mayor

ATTEST:

_____
RHONDA LEWIS, City Secretary

APPROVED AS TO FORM:

_____
JERRY BAKER, City Attorney

APPROVED AS TO CONTENT:

_____
JUAN POLLETTE, Interim City Planner

EXHIBIT "A"

8

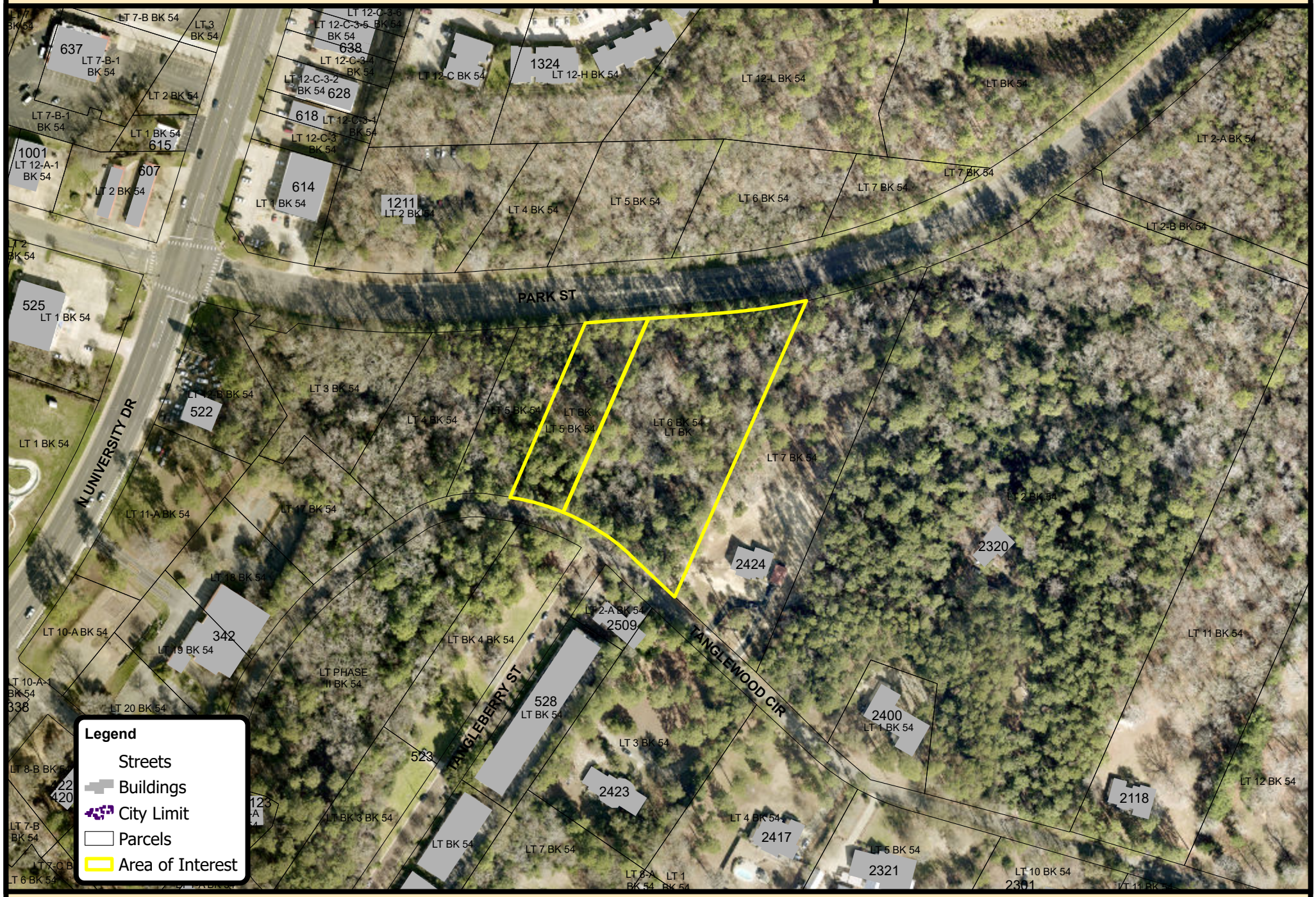
0 90 180 270 360 Feet

Date Created: 11/26/24 08:03 | Document Generated Automatically

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

Nacogdoches

ZON2024-05 Aerial Map



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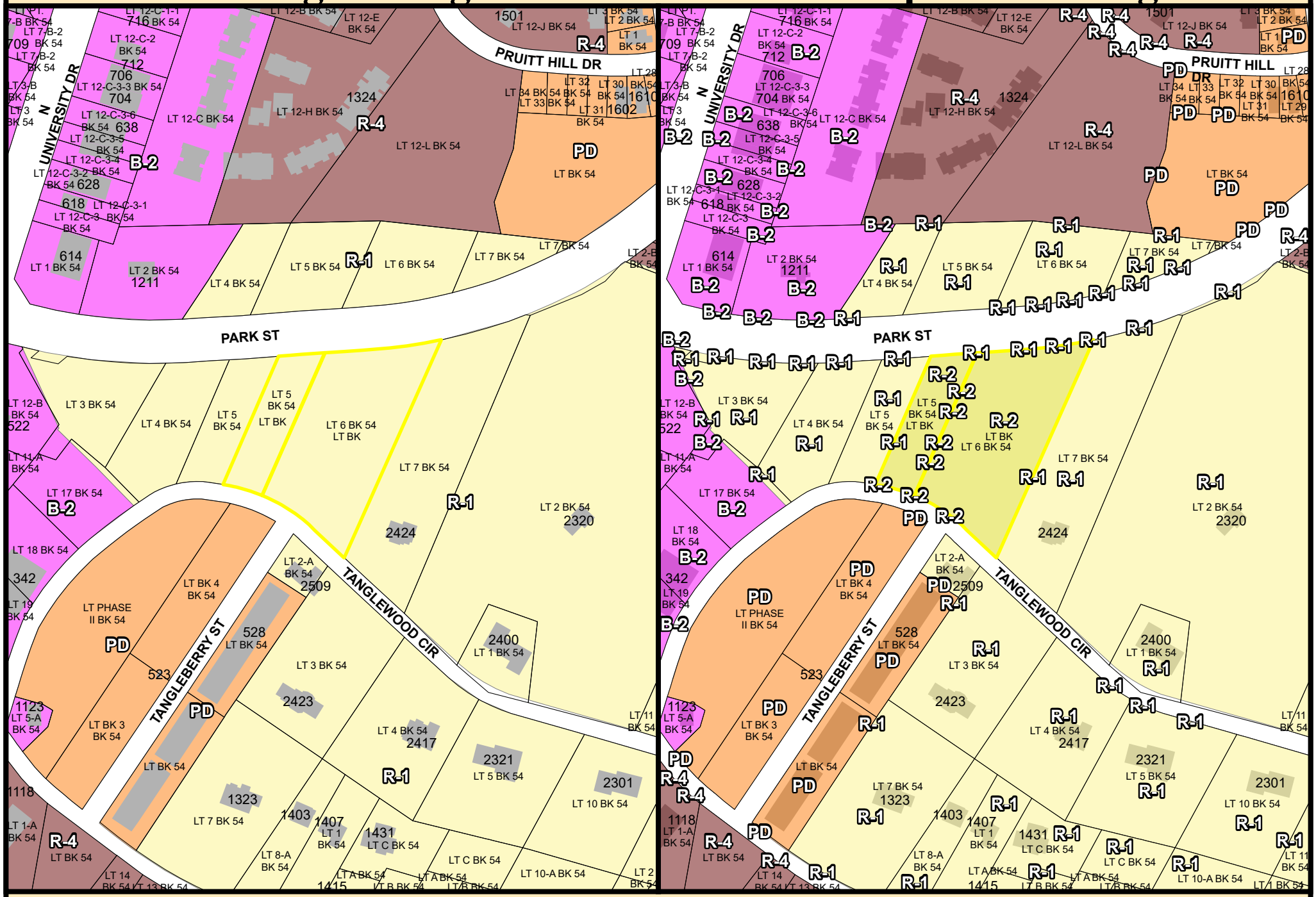
Date Created: 11/26/24 08:03 | Document Generated Automatically

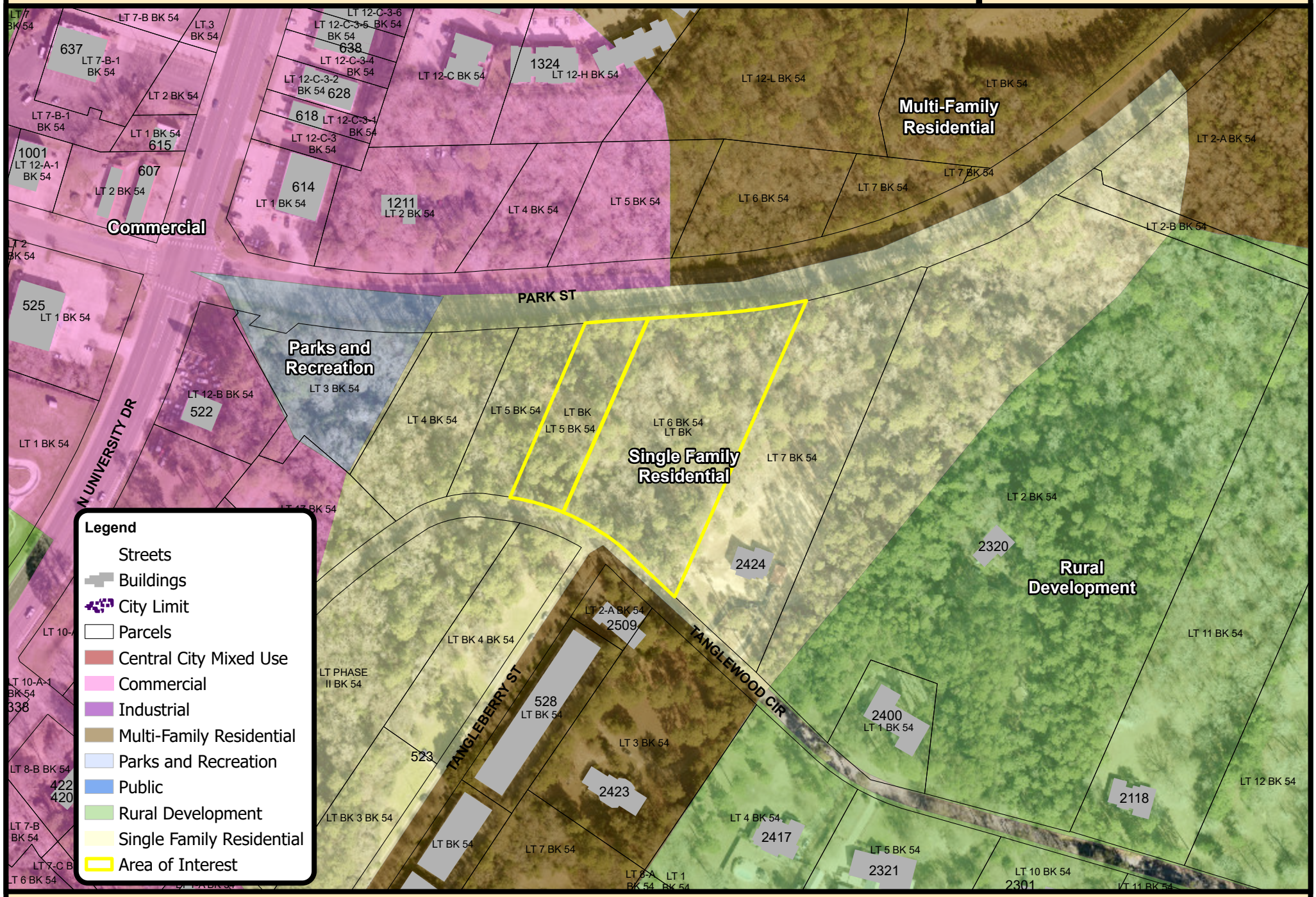
Notice: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Nacogdoches
the oldest town in Texas
Engineering Department
GIS Division

Existing Zoning ZON2024-05 Proposed Zoning



ZON2024-05 Future Land Use Map



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Nacogdoches
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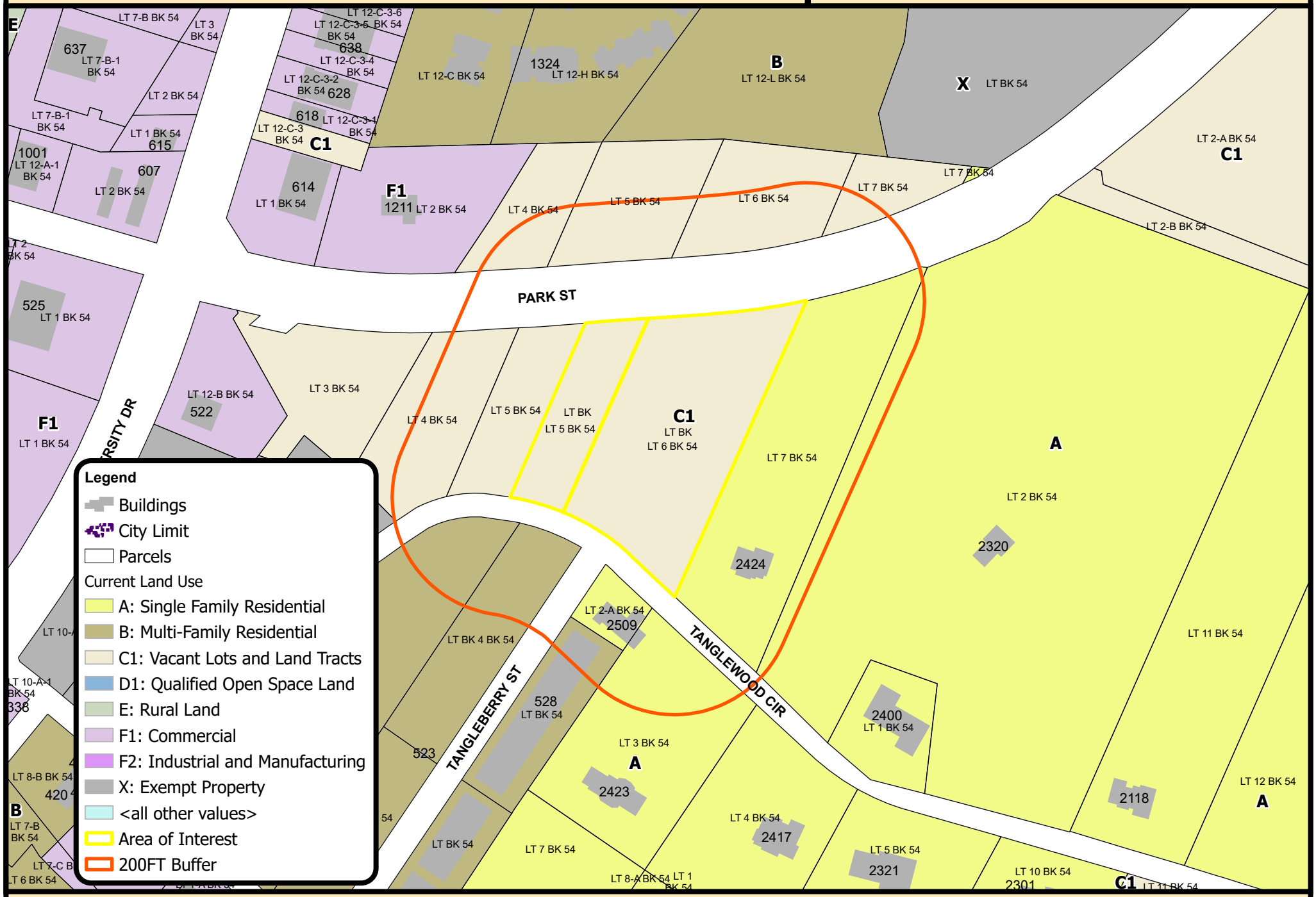
GIS Division

ZON2024-05 Notification Map



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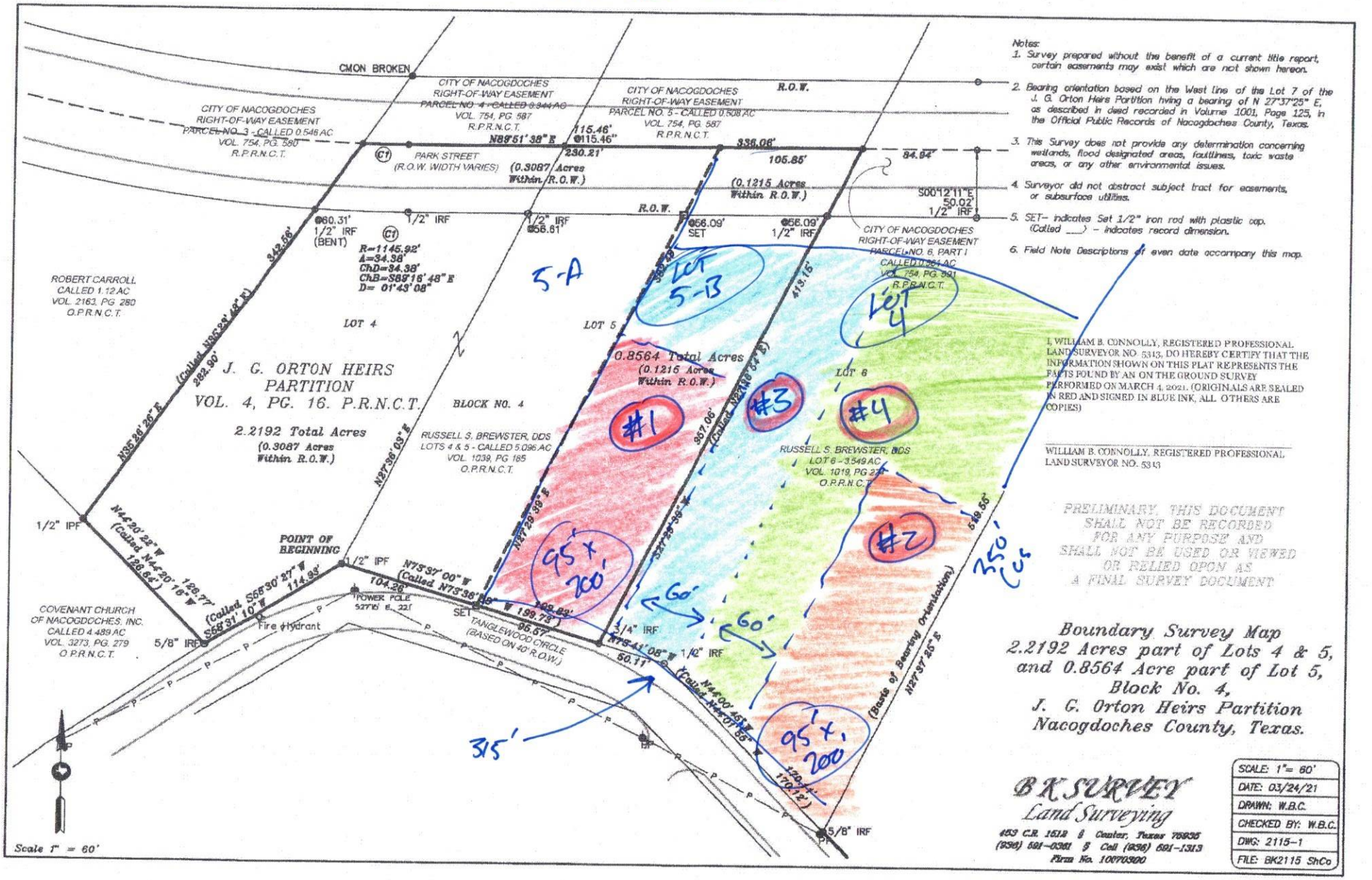
Notice: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Nacogdoches
the oldest town in Texas
Engineering Department
GIS Division

11/26/2024 → Rough Proposed Lots

* TANGLEWOOD *



Site Photos: ZON2024-05

View of subject property
from Tanglewood

View of adjacent SFR's along Tanglewood

Planning & Zoning Commission

To: City of Nacogdoches Planning & Zoning Commision

From: Doug Cox

Date : January 13, 2025

Subject: Case File ZON2024-05

Summary

- This request for a zoning change is in support of the owners' plan to parcel 3 acres into 4 small lots and sell the 2 lots adjacent to the street, creating another high density area in an otherwise beautiful but endangered residential area of Nacogdoches
- These houses are likely to be mid to short-term rental based on their eventual lot and house size, causing ongoing concerns for property values and safety in the area
- Making an exception for zoning on these properties will not only lead to immediate impacts in this specific location, but will also create a precedent for further density changes in the area
- For these reasons, I strongly oppose the request

My family will be unable to attend the January 13, 2025 meeting in person, so we are writing to express our concerns and our strong opposition to this request for a zoning change.

I attended the public neighborhood meeting on December 11, 2024. At that meeting I learned that Mr. Beal and his associate Mr. Pruit own adjacent properties, and are planning to parcel their adjoining properties into 4 small lots, build on 2 of them, and sell the 2 next to the street. While they bought these properties under their current "R-1, Single Family" zoning, they now expect the community to support their high-density construction plans by changing the zoning of these lots. There is no benefit to the community from either their plan to parcel 4 lots in such a small (and otherwise scenic) location, nor to the rezoning of any of the properties in support of that plan.

As an important note, Mr. Beal and his associate Mr. Pruit were very rude to the attendees of the December 11th meeting, and at one point told multiple neighbors, concerned about his plans to divide the area into smaller lots, that "*It's happening, and if you don't like it you should move*". I understand that both of these gentlemen are employed by SFA and UT Tyler, and that Mr. Beal has even run for office locally. I'm also aware that Mr. Beal is already involved in more than one property rental venture, with clearly stated goals to exploit Nacogdoches properties through high-density construction (ETX Park Fund II LLC[1], for instance). Their arrogant attitudes and destructive plans appear to be shameful exploitation of their relationship with the Nacogdoches community.

[1] https://www.sec.gov/Archives/edgar/data/1966191/000196619123000006/partiiandiii.htm

My opposition to the request is not arbitrary. I bought my house at 1323 Tanglewood Cir about 2 years ago with the aim of retiring as an SFA alumnus in this quaint, wooded, safe, and lower-density part of Nacogdoches. It's close to beautiful downtown Nac and so many nearby amenities. Until Mr. Beal's request to rezone his property, most of my experience with neighbors has been delightful. The only concern my wife and I have has been about some of the higher-density, mostly-rental properties that already border ours on the other side on Tanglewood Cir. I've attached some pictures of the kinds of issues that we face with these properties. Note that this many cars/trucks and that many people (and their garbage) are on a safer, straight portion of the road. This same high-density where Mr. Beal plans to put it (on a sharp, narrow curve in Tanglewood) will be even more unsafe. His plans only make the area less desirable, lower property values, and decrease safety. His zoning request does not solve any of those problems.

We understand that as neighbors, we can't prevent Mr. Beal and Mr. Pruit from developing their properties in a way that pushes the limits of the density allowed under "R-1, Single Family" zoning. However, we are not willing to grant them, or anyone else, an exception to the existing zoning of the properties in this area. We are all subject to these rules, they are there for a reason, and there is no acceptable reason why Mr. Beal and Mr. Pruit should have an exception. Doing so not only supports their destructive plans, it sets a precedent that other property owners can cite if they plan to do the same in the future.

Therefore, I strongly oppose this request.

Sincerely,

Doug Cox

1323 Tanglewood Cir
Nacogdoches, TX 75961
[redacted]

Photos:

An example of how many vehicles are parked along Tanglewood Cir in front of these high-density properties. Each renter owns a vehicle, and there is insufficient parking on the lots themselves, so the street becomes the overflow parking lot. Back-to-back parked vehicles in front of the properties is common.

An example of how much trash is generated in a single week at a single rental residence. This is common each week on these properties due to the number of renters living in each house.

January 8, 2025

Nacogdoches Planning & Zoning Commission and City Council
202 East Pilar Street
Nacogdoches, Texas 75961

SUBJECT: Opposition to Rezoning Request for Parcels 31635 and 85292, Case File ZON2024-05

Dear Planning & Zoning Commission and City Council,

We are writing to express our strong opposition to ZON2024-05, the proposed rezoning of two parcels on the north side of Tanglewood Circle and Tangleberry Street intersection. While the residents of the neighborhood understand the current owners' intention to build on parcels 31635 and 85292, we are opposed to the request to change the zone from R-1 to R-2. The adjustment could potentially depreciate property value for existing homes in the R-1 zone and dramatically change the character of the area. Also, rezoning may create traffic as well as safety issues within our neighborhood.

The presence of R-2 zoned properties could be viewed as negative and possibly lower property values for nearby R-1 zoned homes. During the initial meeting Mr. Beal stated that the front portion of both parcels may be sold (approximately one-fourth or one-half acre) which means homes that will be considerably smaller as well as cheaper than the ones near the lots. Another concern with the development of smaller homes is quality and Mr. Beal stated in the initial meeting that he was not concerned with the type of homes built upon selling sections of the properties. Currently, homes near the proposed rezoning parcels possess the aesthetics of larger homes, spacious lots, and visual cohesiveness. A lack of concern for the types of home built can significantly alter the existing character of our neighborhood. Also, consideration should be given to the possibility that if the current owners (Mr. Beal, Amanda and John Pruit) forgo building their homes on the land and build several small homes, their decision will definitely impact the character of the area.

Approval of the rezoning could pose traffic as well as safety issues. A zone change will increase traffic due to the introduction of denser housing in the neighborhood. A significant concern is that the properties are located closely to an area where visibility is significantly limited. Within the two years we have lived here there have been at least a dozen times that we were almost in a collision due to another driver's excessive speed and/or them entering the area on the wrong side of the road which places them in the direct path of our vehicle. Development of additional homes near the blind spot location may increase the chances of an accident occurring. Consideration should be given to the possibility that if the current owners decide not to build (total of two homes) and if the R-2 zoning is approved then a substantial number of smaller homes could be built closer to the street versus fewer homes that will be located further back on larger lots in a R-1 zone.

My husband served 25 years, and I served 22 years in the Air Force. We made a commitment to defend our country as well as ensure the safety of every citizen. Our dedication to protect others is embedded within us and it did not end upon retirement. We researched for three years on a safe place to spend our retirement and raise our children. Our decision to move to Nacogdoches from New Braunfels was based on the character of our current neighborhood. The selling point of moving to the area was the owner's (Mr. Brewster) concern to maintain the existing attributes by meeting with us before closing to ensure our plans were to preserve the safety of the community. Our concern with rezoning originates with

Mr. Beal's statement during the initial meeting that he did not care who purchased the properties which was a clear indication that there is little interest in keeping our neighborhood safe. Also, it was noted that the owners' plans are to build at the rear of the properties with their homes facing towards Park Street which presents the idea that there is little or no regard for their own safety as well as the type of individuals living at the entrance of the property. However, when residents of the neighborhood identified this concern, we were informed that if we want to prevent possible safety incidents then we should purchase the properties. This is an indication that maybe the owners' intent is not to build but to possibly make a profit.

Through research and confirmation from the previous owners of the properties (Joseph and Preslie Gerland) that both parcels were originally purchased by the Pruits for $57,400 but the current appraisal value is $18,730. While we understand that their intentions may be to recover a significant loss in purchasing the land, we cannot make sense of why they would choose to overprice the land to someone else. Initially, my husband and I had the intention of buying all three lots but quickly changed our minds when we walked the areas and realized that the two properties for rezoning have significant flooding upon the occurrence of heavy rains (photos and videos are available). After speaking with our builder, we were informed of the hefty cost to bring in dirt to level the properties. At the meeting on December 11th, we offered to buy a half -acre of the property next to our land and were informed by Mr. Beal that we could for $25,000. We countered by informing him that the entire 3.14+ acres are only worth $18,730 and he offered to work a deal or provide a discount.

We want the Planning & Zoning Commission as well as the City Council to know we are not opposed to the owners building on Parcels 31635 and 85292. Our desire is to express if this is their true intention then it should not be a problem to build within the current R-1 zoning. This will in turn maintain the character of our neighborhood, prevent depreciating property values of existing homes, omit increased traffic flow as well as lower any safety issues we may have. Thank you in advance for consideration of our concerns in regard to this matter.

Sincerely,

Curtis and Rebecca Murdock

Contact Information:
Curtis & Rebecca Murdock
2424 Tanglewood Circle
Nacogdoches, Texas 75961
[redacted]
Email: [redacted]

City Council Meeting

Date: January 23, 2025

Agenda Item: 6.C.

PRESENTER: Jessica Sowell, Community Services Director

ITEM/SUBJECT: Discuss and consider a donation from the Parks Advocacy League in the amount of $28,125.38 for park benches and picnic tables. (Community Services Director)

SUMMARY/BACKGROUND: The Parks Advocacy League (PAL), formed in June 2014 with the goal of improving parks in Nacogdoches, has worked on several major park projects and has contributed to the ongoing improvements of all our city parks. Through multiple fundraisers and events, the Parks Advocacy League has raised $28,125.38 to be donated to the City of Nacogdoches Parks Department. These funds will be used to purchase shaded benches at Robert McCrimmon Park and Ritchie Street Park and picnic tables for Robert McCrimmon Park.

FINANCIAL:
Item is not budgeted
Account No.: 24 559.70
Account Name:
Amount: $28,125.38

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

CITY CONTACT: Jessica Sowell, Community Services Director
sowellj@nactx.us
(936) 559-5935

ATTACHMENTS: