



June 3, 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. AWARDS AND RECOGNITIONS:
 - A. Recognize the passing of former Convention and Visitors Bureau Director, Ms. Sherry Morgan, and her impact on tourism in Nacogdoches. (Convention and Visitors Bureau Director)
 - B. Celebrate an engagement on the Downtown Square via a commemorative brick proposal. (Convention and Visitors Bureau Director)
5. ITEMS TO BE REMOVED FROM CONSENT AGENDA.
6. 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. Review and accept the Investment Report for the quarter ended March 31, 2025. (Interim Finance Director)
 - B. Consider approval of minutes for the May 6, 2025, Regular City Council Meeting and

the May 20, 2025, Regular City Council Meeting. (City Secretary)

- C. Consider approval of an agreement with Samsara Inc. for goods and services related to fleet tracking hardware and software in the amount of \$11,681.28. (Purchasing and Contracts Specialist)
7. 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. Receive a presentation from The Goodman Corporation regarding an update on downtown project planning, development, funding, and implementation. (Executive Director of Development and Infrastructure)
 - B. Consider approval of the amended Zoning Board of Adjustment Rules of Procedure as directed by Section 118-98(a), "Zoning," Article II, "Administration", Division 3, "Board of Adjustment", "Procedures," of the City of Nacogdoches, Texas Code of Ordinances. (Executive Director of Development and Infrastructure)
8. EXECUTIVE SESSION: Executive Sessions are for City Council to receive information and deliberate on matters specified in Subchapter D of the Texas Open Meetings Act. Council may reconvene in open session to vote on the matter.
- A. Personnel Matters – Pursuant to Texas Government Code Section 551.074, deliberations regarding the appointment or employment of a public officer or employee. The subject of this executive session is a discussion of the following positions: City Planner and Executive Director of Development and Infrastructure. (City Manager)
9. ADJOURN.



Rhonda Lewis
City Secretary



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

CERTIFICATION

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 May 30, 2025, by 5:00 p.m., pursuant to Chapter 551 of the Texas Government Code.

Rhonda Lewis, City Secretary



City Council Meeting

Date: June 3, 2025

Agenda Item: 6.A.

PRESENTER:

ITEM/SUBJECT: Review and accept the Investment Report for the quarter ended March 31, 2025. (Interim Finance Director)

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

FINANCIAL:

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

CITY CONTACT: Todd Simoneaux, Interim Finance Director
simoneauxt@nactx.us
(936) 559-2529

ATTACHMENTS: 1. Quarterly_Investment_Report-3.31.25



QUARTERLY INVESTMENT REPORT

For the Quarter Ended

March 31, 2025

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

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

Investment Officer

Investment Officer

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

Summary

Quarter End Results by Investment Category:

Asset Type	December 31, 2024			March 31, 2025		
	Ave. Yield	Book Value	Market Value	Ave. Yield	Book Value	Market Value
MMA/MMF/Pools	4.27%	\$ 93,743,243	\$ 93,743,243	4.04%	\$ 100,174,640	\$ 100,174,640
Certificates of Deposit	4.95%	23,226,071	23,226,071	4.60%	23,114,469	23,114,469
Totals	4.41%	\$ 116,969,314	\$ 116,969,314	4.15%	\$ 123,289,110	\$ 123,289,110

Average Yield - Current Quarter (1)

Total Portfolio	4.15%
Rolling Three Month Treasury	4.34%
Rolling Six Month Treasury	4.34%
TexPool	4.33%

Fiscal Year-to-Date Average Yield (2)

Total Portfolio	4.28%
Rolling Three Month Treasury	4.45%
Rolling Six Month Treasury	4.49%
TexPool	4.45%

Interest Income (Approximate)

Quarterly Interest Income	\$ 1,255,408
Fiscal Year-to-date Interest Income	\$ 2,660,352

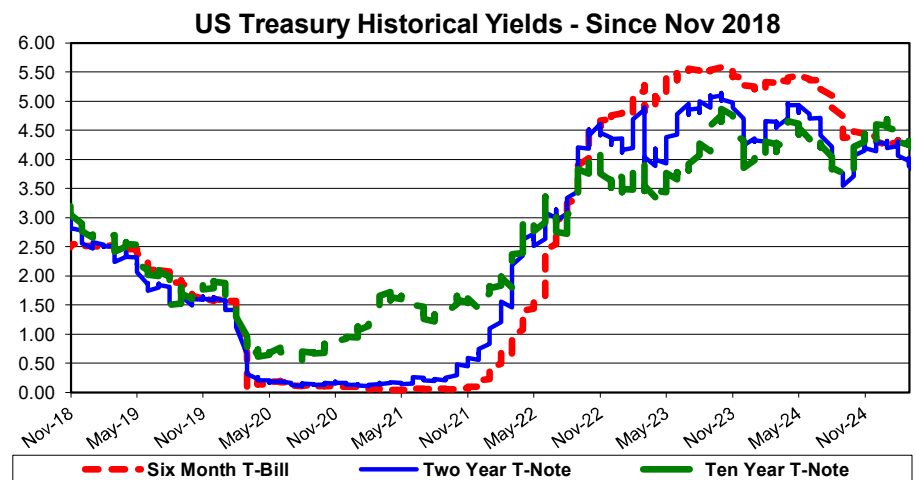
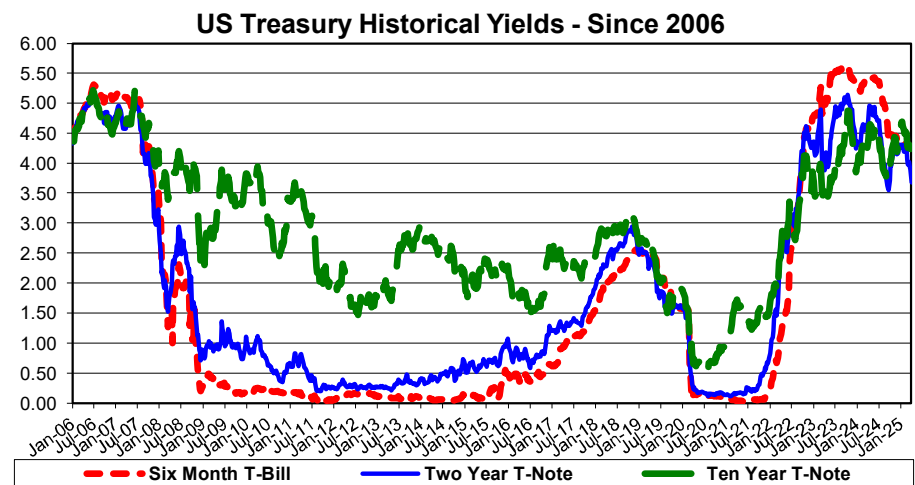
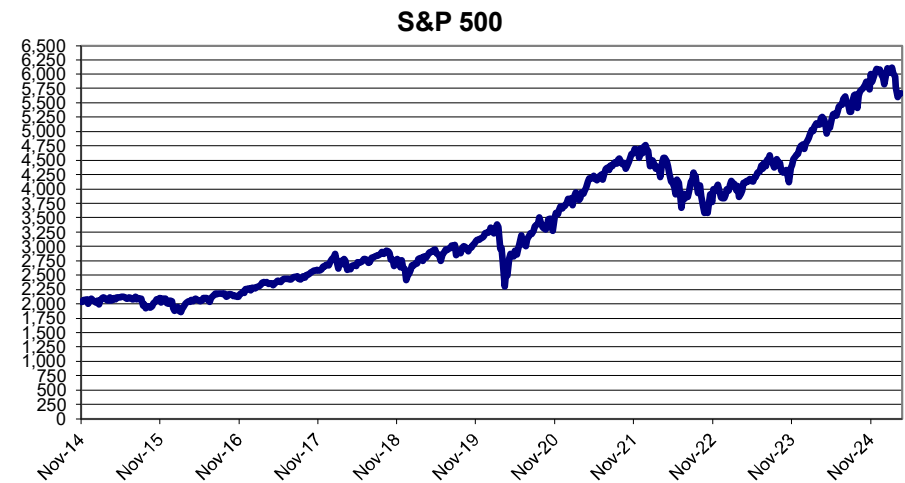
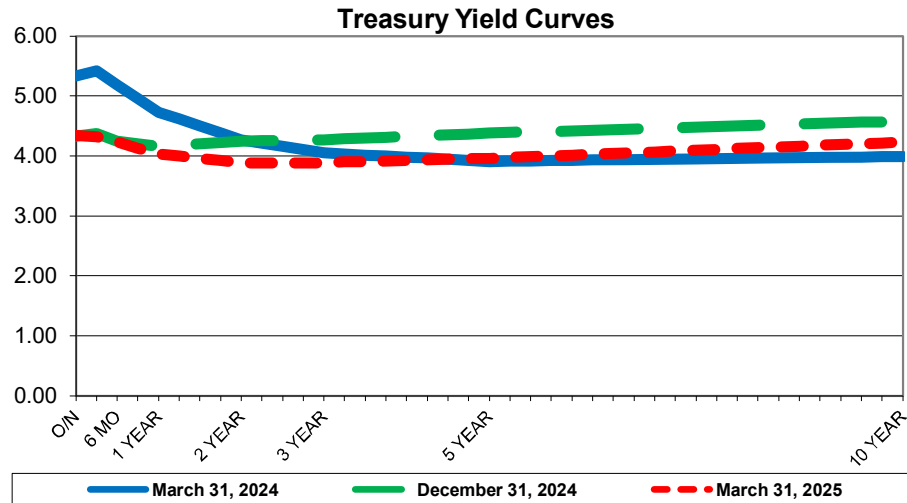
(1) **Average Yield - Current Quarter** - based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank, pool, and money market balances.

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

Economic Overview

3/31/2025

The Federal Open Market Committee (FOMC) kept the Fed Funds target range at 4.25% - 4.50% (Effective Fed Funds trade +/-4.33%). Expectations for additional rate cuts are volatile with current estimates at four 0.25% cuts projected during 2025. March Non-Farm Payroll increased to +228k new jobs, but the Three Month Rolling Average decreased to +152k (from the previous +200k). Fourth Quarter 2024 final GDP ticked up to +2.4% with 2.8% expansion for all of 2024. The S&P 500 Stock Index dipped +/-3% in March to under 5,600. The yield curve flattened with a slight checkmark shape. Crude Oil bounced +/- \$70 per barrel. Inflation remains above the FOMC 2% target (Core PCE +/-2.8% and Core CPI +/-3.1%). Declining global economic outlook and ongoing/expanding international political disruptions increases uncertainty.



Investment Holdings
March 31, 2025

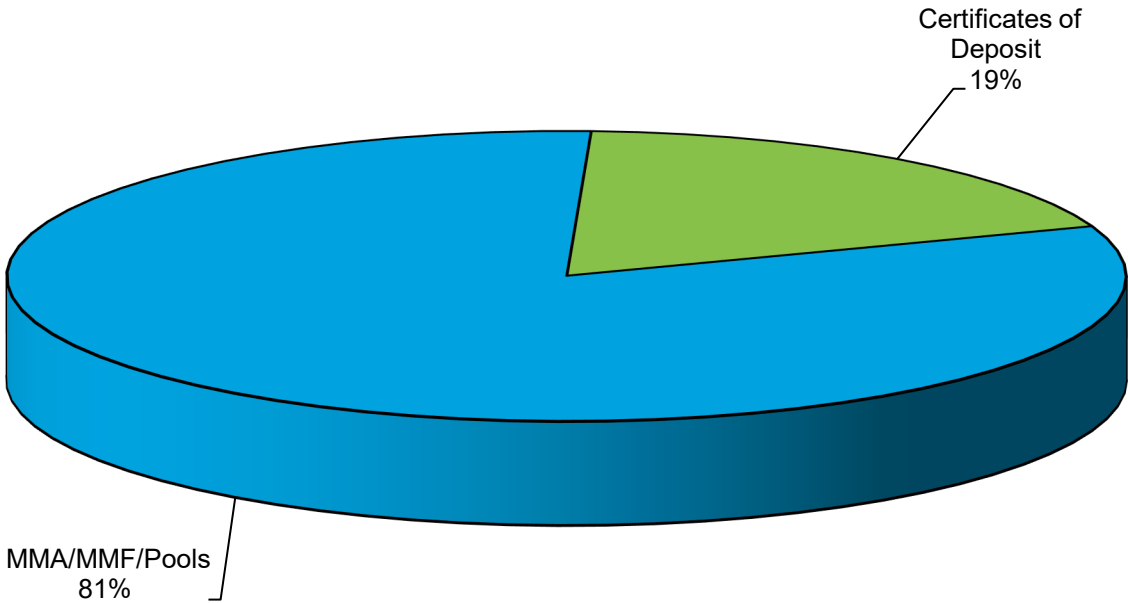
Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Face Amount/ Par Value	Book Value	Market Price	Market Value	Life (Day)	Yield
Southside Bank MMA (3)		1.28%	04/01/25	03/31/25	\$ 9,928,299	\$ 9,928,299	1.00	\$ 9,928,299	1	1.28%
Independent Financial Bank MMA		4.42%	04/01/25	03/31/25	5,547,949	5,547,949	1.00	5,547,949	1	4.42%
Veritex Bank MMA		4.42%	04/01/25	03/31/25	7,391,784	7,391,784	1.00	7,391,784	1	4.42%
Federated Hermes Gov't MMF		4.27%	04/01/25	03/31/25	544,422	544,422	1.00	544,422	1	4.27%
TexPool	AAAm	4.34%	04/01/25	03/31/25	71,827,123	71,827,123	1.00	71,827,123	1	4.34%
TexSTAR	AAAm	4.34%	04/01/25	03/31/25	4,935,064	4,935,064	1.00	4,935,064	1	4.34%
SUBTOTAL					\$ 100,174,640	\$ 100,174,640		\$ 100,174,640	1	4.04%
									(1)	(2)
SouthSide Bank CD		5.20%	05/05/25	08/05/24	1,026,385	1,026,385	100.00	1,026,385	35	5.30%
SouthSide Bank CD		4.35%	06/25/25	09/25/24	2,247,713	2,247,713	100.00	2,247,713	86	4.42%
Cornerstone Capital Bank CDARS		5.31%	07/03/25	07/05/24	2,080,071	2,080,071	100.00	2,080,071	94	5.45%
UBank CD		4.55%	08/06/25	02/06/25	1,000,000	1,000,000	100.00	1,000,000	128	4.60%
Citizens 1st Bank CD		2.00%	09/01/25	06/01/24	2,314	2,314	100.00	2,314	154	2.00%
SouthSide Bank CD		4.15%	09/25/25	09/25/24	2,245,508	2,245,508	100.00	2,245,508	178	4.22%
Citizens 1st Bank CD		4.44%	12/26/25	12/27/24	2,224,064	2,224,064	100.00	2,224,064	270	4.51%
Citizens 1st Bank CD		4.34%	01/13/26	01/14/25	2,000,000	2,000,000	100.00	2,000,000	288	4.41%
UBank CD		4.50%	04/30/26	10/31/24	2,123,560	2,123,560	100.00	2,123,560	395	4.58%
Citizens 1st Bank CD		4.19%	07/13/26	01/14/25	2,000,000	2,000,000	100.00	2,000,000	469	4.26%
UBank CD		4.12%	09/28/26	03/28/25	2,000,000	2,000,000	100.00	2,000,000	546	4.20%
UBank CD		5.00%	10/03/26	10/03/24	2,041,713	2,041,713	100.00	2,041,713	551	5.12%
UBank CD		4.42%	10/30/26	10/31/24	2,123,141	2,123,141	100.00	2,123,141	578	4.50%
SUBTOTAL					\$ 23,114,469	\$ 23,114,469		\$ 23,114,469	318	4.60%
									(1)	(2)
TOTAL					\$ 123,289,110	\$ 123,289,110		\$ 123,289,110	60	4.15%
									(1)	(2)

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

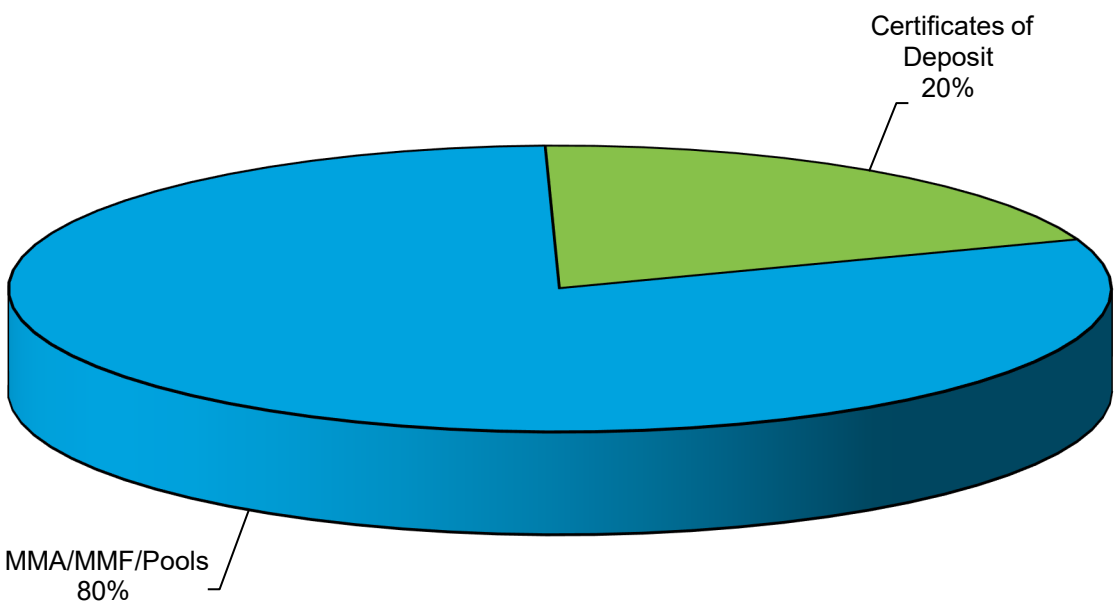
(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank accounts, pools, and money market funds.

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

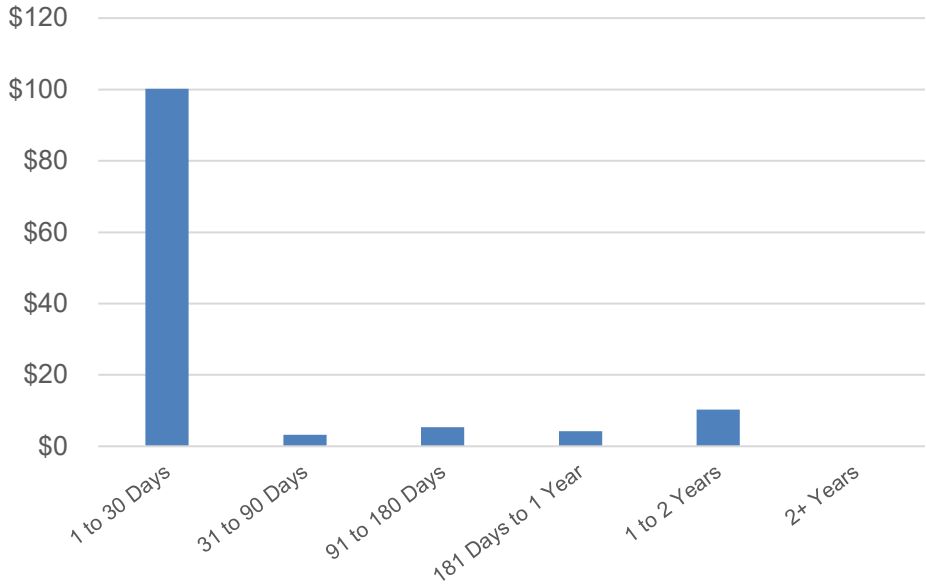
**Portfolio Composition
Current Quarter**



**Portfolio Composition
Previous Quarter**



Distribution by Maturity Range (Millions)



Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 12/31/24	Increases	Decreases	Book Value 03/31/25	Market Value 12/31/24	Change in Market Value	Market Value 03/31/25
Southside Bank MMA	1.28%	04/01/25	\$ 8,547,719	\$ 1,380,581	\$ —	\$ 9,928,299	\$ 8,547,719	\$ 1,380,581	\$ 9,928,299
Independent Financial Bank MMA	4.42%	04/01/25	5,486,842	61,107	—	5,547,949	5,486,842	61,107	5,547,949
Veritex Bank MMA	4.42%	04/01/25	7,313,423	78,361	—	7,391,784	7,313,423	78,361	7,391,784
Federated Hermes Gov't MMF	4.27%	04/01/25	539,032	5,390	—	544,422	539,032	5,390	544,422
TexPool	4.34%	04/01/25	66,973,876	4,853,247	—	71,827,123	66,973,876	4,853,247	71,827,123
TexSTAR	4.34%	04/01/25	4,882,351	52,713	—	4,935,064	4,882,351	52,713	4,935,064
East West Bank CD	5.40%	01/10/25	2,078,149	—	(2,078,149)	—	2,078,149	(2,078,149)	—
East West Bank CD	5.40%	01/10/25	2,078,149	—	(2,078,149)	—	2,078,149	(2,078,149)	—
SouthSide Bank CD	5.46%	02/05/25	1,013,485	—	(1,013,485)	—	1,013,485	(1,013,485)	—
Bank OZK CD	5.60%	03/26/25	2,141,227	—	(2,141,227)	—	2,141,227	(2,141,227)	—
SouthSide Bank CD	5.30%	05/05/25	1,013,107	13,279	—	1,026,385	1,013,107	13,279	1,026,385
SouthSide Bank CD	4.42%	06/25/25	2,223,859	23,853	—	2,247,713	2,223,859	23,853	2,247,713
Cornerstone Capital Bank CDARS	5.45%	07/03/25	2,053,031	27,040	—	2,080,071	2,053,031	27,040	2,080,071
UBank CD	4.60%	08/06/25	—	1,000,000	—	1,000,000	—	1,000,000	1,000,000
Citizens 1st Bank CD	2.00%	09/01/25	2,302	11	—	2,314	2,302	11	2,314
SouthSide Bank CD	4.22%	09/25/25	2,222,762	22,745	—	2,245,508	2,222,762	22,745	2,245,508
Citizens 1st Bank CD	4.51%	12/26/25	2,200,000	24,064	—	2,224,064	2,200,000	24,064	2,224,064
Citizens 1st Bank CD	4.41%	01/13/26	—	2,000,000	—	2,000,000	—	2,000,000	2,000,000
UBank CD	4.58%	04/30/26	2,100,000	23,560	—	2,123,560	2,100,000	23,560	2,123,560
Citizens 1st Bank CD	4.26%	07/13/26	—	2,000,000	—	2,000,000	—	2,000,000	2,000,000
UBank CD	4.20%	09/28/26	—	2,000,000	—	2,000,000	—	2,000,000	2,000,000
UBank CD	5.12%	10/03/26	2,000,000	41,713	—	2,041,713	2,000,000	41,713	2,041,713
UBank CD	4.50%	10/30/26	2,100,000	23,141	—	2,123,141	2,100,000	23,141	2,123,141
TOTAL/ AVERAGE	4.15%		\$ 116,969,314	\$ 13,630,805	\$ (7,311,010)	\$ 123,289,110	\$ 116,969,314	\$ 6,319,796	\$ 123,289,110

Allocation

March 31, 2025

Book Value and Market Value	Investment Total	Airport Operations	Capital Projects	Debt Service	Equipment Replacement	General Fund	Grants Fund
Southside Bank MMA	\$ 9,928,299	\$ 191,165	\$ 140,795	\$ 370,250	\$ 106,140	\$ 3,200,134	\$ 68,533
Independent Financial Bank MMA	5,547,949	—	—	—	—	—	—
Veritex Bank MMA	7,391,784	—	—	—	—	2,463,928	—
Federated Hermes Gov't MMF	544,422	—	—	—	—	—	—
TexPool	71,827,123	—	2,633,565	757,273	3,342,635	5,468,500	1,599,840
TexSTAR	4,935,064	—	—	—	—	4,935,064	—
05/05/25—SouthSide Bank CD	1,026,385	—	—	—	—	—	—
06/25/25—SouthSide Bank CD	2,247,713	—	—	—	—	1,123,856	—
07/03/25—Cornerstone Capital Bank CDARS	2,080,071	—	—	—	—	—	—
08/06/25—UBank CD	1,000,000	—	—	—	—	—	—
09/01/25—Citizens 1st Bank CD	2,314	—	—	—	—	2,314	—
09/25/25—SouthSide Bank CD	2,245,508	—	—	—	—	1,122,754	—
12/26/25—Citizens 1st Bank CD	2,224,064	—	—	—	—	—	—
01/13/26—Citizens 1st Bank CD	2,000,000	—	—	—	—	—	—
04/30/26—UBank CD	2,123,560	—	—	—	—	—	—
07/13/26—Citizens 1st Bank CD	2,000,000	—	—	—	—	2,000,000	—
09/28/26—UBank CD	2,000,000	—	—	—	—	2,000,000	—
10/03/26—UBank CD	2,041,713	—	—	—	—	—	—
10/30/26—UBank CD	2,123,141	—	—	—	—	—	—
Totals	\$ 123,289,110	\$ 191,165	\$ 2,774,361	\$ 1,127,523	\$ 3,448,774	\$ 22,316,550	\$ 1,668,372

Allocation
March 31, 2025

(Continued)

Book Value and Market Value	Internal Service Fund	Sanitation Fund	Special Revenue Fund	Utility & Sanitation Fund	Utility Fund	GO 2024 Fund
Southside Bank MMA	\$ 176,149	\$ —	\$ 195,571	\$ 893,544	\$ 4,581,788	\$ 4,232
Independent Financial Bank MMA	—	—	—	—	5,547,949	—
Veritex Bank MMA	—	2,463,928	—	—	2,463,928	—
Federated Hermes Gov't MMF	—	—	—	—	544,422	—
TexPool	3,215,562	8,361,899	2,549,526	—	28,195,614	15,702,710
TexSTAR	—	—	—	—	—	—
05/05/25—SouthSide Bank CD	—	—	—	1,026,385	—	—
06/25/25—SouthSide Bank CD	—	—	—	—	1,123,856	—
07/03/25—Cornerstone Capital Bank CDARS	—	2,080,071	—	—	—	—
08/06/25—UBank CD	—	—	—	1,000,000	—	—
09/01/25—Citizens 1st Bank CD	—	—	—	—	—	—
09/25/25—SouthSide Bank CD	—	—	—	—	1,122,754	—
12/26/25—Citizens 1st Bank CD	—	2,224,064	—	—	—	—
01/13/26—Citizens 1st Bank CD	—	—	—	—	2,000,000	—
04/30/26—UBank CD	—	—	—	—	2,123,560	—
07/13/26—Citizens 1st Bank CD	—	—	—	—	—	—
09/28/26—UBank CD	—	—	—	—	—	—
10/03/26—UBank CD	—	2,041,713	—	—	—	—
10/30/26—UBank CD	—	—	—	—	2,123,141	—
Totals	\$ 3,391,711	\$ 17,171,675	\$ 2,745,096	\$ 2,919,930	\$ 49,827,011	\$ 15,706,941

Allocation

December 31, 2024

Book Value and Market Value	Investment Total	Airport Operations	Capital Projects	Debt Service	Equipment Replacement	General Fund	Grants Fund
Southside Bank MMA	\$ 8,547,719	\$ 232,892	\$ 389,152	\$ 155,946	\$ 204,487	\$ 1,565,072	\$ 54,958
Independent Financial Bank MMA	5,486,842	—	—	—	—	—	—
Veritex Bank MMA	7,313,423	—	—	—	—	2,437,808	—
Federated Hermes Gov't MMF	539,032	—	—	—	—	—	—
TexPool	66,973,876	—	2,166,927	335,958	3,149,471	160,389	2,363,158
TexSTAR	4,882,351	—	—	—	—	4,882,351	—
01/10/25—East West Bank CD	2,078,149	—	—	—	—	2,078,149	—
01/10/25—East West Bank CD	2,078,149	—	—	—	—	—	—
02/05/25—SouthSide Bank CD	1,013,485	—	—	—	—	—	—
03/26/25—Bank OZK CD	2,141,227	—	—	—	—	2,141,227	—
05/05/25—SouthSide Bank CD	1,013,107	—	—	—	—	—	—
06/25/25—SouthSide Bank CD	2,223,859	—	—	—	—	1,111,930	—
07/03/25—Cornerstone Capital Bank CDARS	2,053,031	—	—	—	—	—	—
09/01/25—Citizens 1st Bank CD	2,302	—	—	—	—	2,302	—
09/25/25—SouthSide Bank CD	2,222,762	—	—	—	—	1,111,381	—
12/26/25—Citizens 1st Bank CD	2,200,000	—	—	—	—	—	—
04/30/26—UBank CD	2,100,000	—	—	—	—	—	—
10/03/26—UBank CD	2,000,000	—	—	—	—	—	—
10/30/26—UBank CD	2,100,000	—	—	—	—	—	—
Totals	\$ 116,969,314	\$ 232,892	\$ 2,556,078	\$ 491,905	\$ 3,353,958	\$ 15,490,608	\$ 2,418,116

Allocation

(Continued)

December 31, 2024

Book Value and Market Value	Internal Service Fund	Sanitation Fund	Special Revenue Fund	Utility & Sanitation Fund	Utility Fund	GO 2024 Fund
Southside Bank MMA	\$ 61,550	\$ —	\$ 452,368	\$ 878,899	\$ 4,548,166	\$ 4,230
Independent Financial Bank MMA	—	—	—	—	5,486,842	—
Veritex Bank MMA	—	2,437,808	—	—	2,437,808	—
Federated Hermes Gov't MMF	—	—	—	—	539,032	—
TexPool	2,932,605	8,272,628	2,264,293	—	29,792,988	15,535,460
TexSTAR	—	—	—	—	—	—
01/10/25—East West Bank CD	—	—	—	—	—	—
01/10/25—East West Bank CD	—	—	—	—	2,078,149	—
02/05/25—SouthSide Bank CD	—	—	—	1,013,485	—	—
03/26/25—Bank OZK CD	—	—	—	—	—	—
05/05/25—SouthSide Bank CD	—	—	—	1,013,107	—	—
06/25/25—SouthSide Bank CD	—	—	—	—	1,111,930	—
07/03/25—Cornerstone Capital Bank CDARS	—	2,053,031	—	—	—	—
09/01/25—Citizens 1st Bank CD	—	—	—	—	—	—
09/25/25—SouthSide Bank CD	—	—	—	—	1,111,381	—
12/26/25—Citizens 1st Bank CD	—	2,200,000	—	—	—	—
04/30/26—UBank CD	—	—	—	—	2,100,000	—
10/03/26—UBank CD	—	2,000,000	—	—	—	—
10/30/26—UBank CD	—	—	—	—	2,100,000	—
Totals	\$ 2,994,156	\$ 16,963,466	\$ 2,716,661	\$ 2,905,490	\$ 51,306,295	\$ 15,539,690

Collateral Position

March 31, 2025

	Citizens 1st Bank	Independent Financial Bank	SouthSide Bank	UBank	Veritex Bank
Collateral Value	\$ 6,200,000	\$ 10,000,000	\$ 19,481,101	\$ 9,791,000	\$ 7,356,898
+ FDIC Insurance	250,000	250,000	250,000	250,000	250,000
Total Enhancement	<u>\$ 6,450,000</u>	<u>\$ 10,250,000</u>	<u>\$ 19,731,101</u>	<u>\$ 10,041,000</u>	<u>\$ 7,606,898</u>
Total Deposits	6,226,377	5,547,949	15,447,905	9,288,415	7,391,784
Excess Coverage	223,623	4,702,051	4,283,196	752,585	215,114
Percentage Coverage	104%	185%	128%	108%	103%



City Council Meeting

Date: June 3, 2025

Agenda Item: 6.B.

PRESENTER: Rhonda Lewis, City Secretary

ITEM/SUBJECT: Consider approval of minutes for the May 6, 2025, Regular City Council Meeting and the May 20, 2025, Regular City Council Meeting. (City Secretary)

SUMMARY/BACKGROUND:

FINANCIAL:

No financial impact associated with this item

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

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

ATTACHMENTS:

1. City Council Meeting Minutes - 05.06.25
2. City Council Meeting Minutes - 05.20.25



Regular Session
Nacogdoches City Council
May 6, 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:

There were no comments in Open Forum.

4. ITEMS TO BE REMOVED FROM THE CONSENT AGENDA:

There were no items removed from the Consent Agenda.

5. CONSENT AGENDA:

Councilman Huckaby moved to approve the Consent Agenda as presented. Councilman Maule duly seconded the motion, and the motion carried unanimously.

6. REGULAR AGENDA:

- A. Revenue bond update on future borrowing for capital projects.

Todd Simoneaux, Interim Finance Director, introduced this item to Council, giving an update on the issuance of revenue bonds needed to fund the water and sewer infrastructure projects in the five-year Capital Improvement Plan.

Mr. Simoneaux went on to introduce John Martin of Hilltop Securities to go over the details of the revenue bonds and what to expect. Mr. Martin stated that the revenue bonds were a bit different than what was issued last year, but an equitable way to fund infrastructure.

Mr. Martin shared the debt service schedule for the utility system revenue bonds based on the current market.

No action was needed for this item until a future meeting.

- B. Public Hearing: Discuss and consider action regarding Specific Use Permit Case SUP2025-01 for an Accessory Apartment in an R-1 Single-Family district on one parcel of land approximately 1 acre ± in size, more particularly described by Nacogdoches Central Appraisal District Parcel 26489; and located at 521 East Parker Road, Nacogdoches, Texas.

Juan Pollette, Interim City Planner, stated that the applicant planned to repair the guest house and convert it to an accessory apartment for his parents. He also stated that a specific use permit is required for the apartment to have a stove for food preparation.

Mr. Pollette shared photos of the surrounding area, other residences, and types of uses within 200 feet of the notification area. He also stated that the planning staff sent nine (9) notices, but received no responses in opposition or favor of the request. Mr. Pollette also stated that staff sent twenty-eight (28) courtesy notice postcards to property owners between 200 and 500 feet and did not receive any responses to the request.

Brandi Cartwright asked if the only reason for the permit in an R-1, Single-Family zone is that there is a family member slated to stay in the accessory apartment.

Mr. Pollette said that it was correct that the accessory apartments are only for immediate family members or caretakers of the property.

Councilman Maule asked if the SUP went with the property if the family were to move.

Mr. Pollette stated, yes, that it would go with the property.

Councilwoman Belanger made a motion to approve Item 6.B. as outlined. Councilman Maule duly seconded the motion, and the motion carried unanimously.

- C. Public Hearing: Discuss and consider action on Zoning Case ZON2025-03 regarding a zone change from A, Agriculture to B-2, General Business district for two parcels of land approximately 2.27 acres ± in size, more particularly described by Nacogdoches Central Appraisal District Parcel(s) 81424; and located at 7013 North Street, Nacogdoches, Texas.

Juan Pollette, Interim City Planner, presented this item to Council, stating that the two properties were previously developed with the motel. He also stated that the applicant plans to sell the property after the zone change is granted. Mr. Pollette showed that the property is consistent with the development pattern in the area. He moved forward, displaying future land use maps and site photos of the property area.

Councilwoman Belanger made a motion to approve Item 6.C. as written. Councilman Maule duly seconded the motion, and the motion carried unanimously. He stated the changes would make the ordinances easier to understand and communicate. The Planning and Zoning Commission approved the changes as recommended.

- D. Public Hearing: Consider amending the Code of Ordinances of the City of Nacogdoches, Texas, including Chapter 118– “Zoning”; including Article I, Section 118-1 “Definitions” – Adding definitions for Beauty Salon and Tattoo Studio and amending the definition for Piercing Studio., Article III, Section 118-273 “Land Use Schedule” – Updating the classification of Beauty Salon, Body Piercing Studio, and Tattoo Studio to align with the correct definitions.

Mike Neu, Director of Development and Infrastructure, clarified that this item is another culmination of discussions that the ordinance subcommittee group has engaged in.

Mayor Johnson acknowledged that Planning and Zoning has made many changes, to date, and asked how much more needed to be done.

Mr. Neu stated that there was a lot more to be done and that many of the changes would allow Planning staff to provide clear definitions when needed.

Councilman Maule made a motion to approve Item 6.D. Councilman Williams duly seconded the motion, and the motion carried unanimously.

- E. Public Hearing: Consider amending the Code of Ordinances of the City of Nacogdoches, Texas, including Chapter 118– “Zoning”; Article I-Section 118-5– “Fees”; Article II–Section 118-67–“Public Hearing Postponement, Recess and Continuations”; and Article IV–Section 118-325–“Urban Core Overlay District Sidewalks”, to clarify where the fee and fee amounts are specified in the Code of Ordinances.

Jerry Baker, City Attorney, asked Council to recall the adopted master fee schedule approved on March 18, 2025. He stated that he worked with Kevin Meyer, PIO, to make the ordinances more accessible to the public and to make it more efficient when paying their fees. Mr. Baker demonstrated the changes in a redlined version for Council.

Councilwoman Belanger clarified that the City is now able to make changes in fees without having to change the ordinances. Mr. Baker stated, yes.

Councilman Huckaby made a motion to approve Item 6.E. as outlined. Councilman Maule duly seconded the motion, and the motion carried unanimously.

- F. Consider approval of an Ordinance of the City of Nacogdoches, Texas Amending Chapter 6 – “Animals”, Chapter 10 – “Aviation”, Chapter 14 – “Buildings and Building Regulations”, Chapter 18 – “Businesses”, Chapter 22 – “Cemeteries”, Chapter 26 – “Charitable Solicitations”, Chapter 28 – “Taxicabs”, Chapter 38 – “Fire Protection and Prevention”, Chapter 62 – “Library”, Chapter 72 – “Oil and Gas Wells”, Chapter 74 – “Parks and Recreation”, Chapter 78 – “Signs”, Chapter 82 – “Solid Waste”, Chapter 86 – “Streets, Sidewalks and Other Public Places”, Chapter 90 – “Subdivisions”, Chapter 98 – “Telecommunications”, Chapter 102 – “Traffic and Vehicles”, Chapter 106 – “Utilities”, Chapter 110 – “Vehicles for Hire”, and Chapter 114 – “Waterways”, of the Code of Ordinances of the City of Nacogdoches, Texas to Reference the Master Fee Schedule and Repeal All Ordinances or Parts of Ordinances in Conflict Therewith; Providing a Severability Clause; Providing a Continuation Clause; Providing a Repeal Clause; and Providing an Effective Date.

Jerry Baker, City Attorney, stated that this item is related to the previous agenda Item 6.E. and covers everything in the City’s ordinances with the same types of additions. He went on to provide an example of the changes.

Councilwoman Belanger made a motion to approve Item 6.F. as outlined. Councilman Williams duly seconded the motion, and the motion carried unanimously.

- G. Hold a discussion and provide the Nacogdoches City Council Members an update on the 2025 Legislative Priorities for the 89th State Legislative Session.

Jerry Baker, City Attorney, presented this legislative update at the request of Councilwoman Belanger’s request. Mr. Baker stated that House Bill 2797 and Senate Bill 1576 are similar and contain similar language.

Council and staff discussed the impact that each Bill would have on the City of Nacogdoches.

7. **ADJOURNED:** 6:50 p.m.

A full recording of the Regular City Council Meeting for May 6, 2025, may be viewed here: [Regular City Council Meeting - 20250506](#)

ATTEST:

Randy Johnson, Mayor
City Council
City of Nacogdoches

Rhonda Lewis, City Secretary



Regular Session
Nacogdoches City Council
May 20, 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:

There were no comments in Open Forum.

4. AWARDS AND RECOGNITIONS:

- A. Consider the approval of a resolution canvassing the returns and declaring the results of the Nacogdoches General Election held on May 3, 2025, by the County of Nacogdoches.

Rhonda Lewis, City Secretary, read the May 3, 2025, Election results into the record, declaring Randy Johnson as re-elected Mayor and Councilwoman Belanger and Councilman Maule, who ran unopposed, as retaining their seats on City Council.

- B. Administer the Statement of Officer and Oath of Office to the Mayor and Council Members.

Rhonda Lewis, City Secretary, administered the oath of office and statement of officer to the reappointed Mayor and Council Members.

- C. Consider the appointment of Mayor Pro Tempore and Vice Mayor Pro Tempore.

Mayor Johnson made a motion to nominate Chad Huckaby as Mayor Pro Tempore. Councilman Williams duly seconded the motion, and the motion was approved with four (4) ayes and one (1) abstaining from the vote.

Mayor Johnson made a motion to nominate Brad Maule as Vice Mayor Pro Tempore. Councilman Huckaby duly seconded the motion, and the motion carried unanimously.

- D. Recognize and present a Proclamation to Lumberjack Harley-Davidson for Motorcycle Safety Awareness Month.

Councilman Maule presented this proclamation to the Nacogdoches Lumberjack Harley-Davidson.

5. ITEMS TO BE REMOVED FROM THE CONSENT AGENDA:

There were no items removed from the Consent Agenda.

6. CONSENT AGENDA:

Councilman Huckaby moved to approve the Consent Agenda as presented. Councilman Maule duly seconded the motion, and the motion carried unanimously.

7. REGULAR AGENDA:

- A. Public Hearing: Discuss and consider action on Zoning Case ZON2025-04 regarding a zone change from R-2, Single Family to B-2, General Business district on four (4)

parcels of land approximately 2.0 acres ± in size, more particularly described by Nacogdoches Central Appraisal District Parcels 24134, 24135, 24136, and 32772; and from B-1, Local Business to B-2, General Business district on four (4) parcels of land approximately 1.44 acres ± in size, more particularly described by Nacogdoches Central Appraisal District Parcels 32768, 32769, 32770, and 32771; and is generally located on the north side of West Seale Street near property located at 803 West Seale Street.

Juan Pollette, Interim City Planner, made a point to Council that this item is related to one upcoming and the two were separated to make it easier to follow along with the multiple zone changes proposed. He stated that this item would address the parking location on the property. Mr. Pollette and staff sent out 24 public meeting notices to property owners and 31 postcard notices to property owners within 200 and 500 feet of the subject property, and a neighborhood meeting was held on April 16, 2025. He also stated that the Planning and Zoning Commission voted unanimously to approve the request on May 12, 2025.

Councilwoman Belanger made a motion to approve Item 7.A. as written. Councilman Maule duly seconded the motion, and the motion carried unanimously.

- B. Public Hearing: Discuss and consider action on Zoning Case ZON2025-05 regarding a zone change from R-4, Multi-Family to I-1, Light Industrial on one (1) parcel of land approximately 0.8 acres ± in size, more particularly described by Nacogdoches Central Appraisal District Parcel 77103; and from A, Agriculture to I-1, Light Industrial on seven (7) parcels of land approximately 3.4 acres ± in size, more particularly described by Nacogdoches Central Appraisal District Parcels 28784 and 78740; and from R-2, Single-Family to I-1, Light Industrial on three (3) parcels of land approximately 3.0 acres ± in size, more particularly described by Nacogdoches County Appraisal District Parcels 81014, 32737, and 32738; and is generally located south of West Seale Street near property located at 803 West Seale Street.

Juan Pollette, Interim City Planner, stated this request for a zone change covered 11 parcels located at or near 803 W. Seale Street. Mr. Pollette stated that the property owner, Bright Coop, is requesting that the subject properties be rezoned to Light Industrial, to create or more cohesive zoning designation that reflects the existing and intended uses of the property. He also shared that the Planning & Zoning Commission recommended approval on May 12, 2025.

Councilwoman Belanger moved to approve Item 7.B. Councilman Williams duly seconded the motion, and the motion carried unanimously.

- C. Public Hearing: Discuss and consider action on Zoning Case ZON2025-06 regarding a zone change from B-1, Local Business to R-1, Single Family district on three (3) parcels of land approximately 0.74 acres ± in size, more particularly described by Nacogdoches Central Appraisal District Parcels 28220, 28221, and 28222; and generally located on the north side of East Austin Street, west of the intersection of East Austin Street and Appleby Sand Road.

Juan Pollette, Interim City Planner, presented this item to Council, stating that the owner, Gary Strippling, plans to have the three underdeveloped properties subdivided again to create uniform lots and construct three single-family homes. The Planning & Zoning Commission recommended approval for this item on May 12, 2025.

Councilwoman Belanger asked how the drainage is being handled for the project. Case Opperman, City Engineer, stated that the design phase is progressing fine and is nearing finalization.

Councilman Maule made a motion to approve the zone change. Councilman Huckaby duly seconded the motion, and the motion carried unanimously.

- D. Public Hearing: Consider amending the Code of Ordinances of the City of Nacogdoches City Council Agenda Page 3, May 20, 2025, Nacogdoches, Texas, including Chapter 118- "Zoning"; Article II. – "Administration". Division 4. "Amendment Procedure" to require pre-application meetings for all zoning-related changes, require a minimum 15-day notice for public hearings, clarify zoning designation procedures upon annexation, clarify the city council's authority to impose conditions on certain zoning actions, and improve the organization and clarity of the chapter.

Mike Neu, Director of Development and Infrastructure, asked Council to consider these requested zone changes, which followed discussions from the zoning ordinance subcommittee. He refreshed Council on the prior discussion and actions, displaying the dates and outcomes of those meetings. Mr. Neu also discussed recent ordinance changes, and changes slated for future discussions.

Councilwoman Belanger made a motion to approve Item 7.D. Councilman Williams duly seconded the motion, and the motion carried unanimously.

- E. Consider approval of a contract by and between the City of Nacogdoches and S-Co Inc. for the 2023/2024 CDBG Water Line Improvements Project (TxCDBG No. CDV23-0190) construction in the amount of \$444,198.50.

Case Opperman, Director of Public Works/City Engineer, discussed the CDBG Water Line Improvements for Martin Luther King, Jr. Boulevard. The project will replace approximately 2,600 linear feet of 8" water line. Mr. Opperman stated that at the bid opening S-Co, Inc. was awarded the bid.

Councilman Huckaby made a motion to approve Item 7.E. Councilman Maule duly seconded the motion, and the motion carried unanimously.

8. EXECUTIVE SESSION:

Council adjourned into executive session at 6:14 p.m.

Council called the regular meeting to order at 7:55 p.m. There was no action take in executive session.

- 9. **ADJOURNED:** 7:55 p.m.

A full recording of the Regular City Council Meeting for May 20, 2025, may be viewed here: [Regular City Council Meeting - 20250520](#)

ATTEST:

Rhonda Lewis, City Secretary

Randy Johnson, Mayor
City Council
City of Nacogdoches

PRESENTER: Drew Flores, Purchasing Specialist

ITEM/SUBJECT: Consider approval of an agreement with Samsara Inc. for goods and services related to fleet tracking hardware and software in the amount of \$11,681.28. (Purchasing and Contracts Specialist)

SUMMARY/BACKGROUND: The City is seeking to enter into an agreement with a qualified and capable fleet tracking company to provide hardware and software solutions pertaining to the tracking of City fleet vehicle usage. City officials have conducted multiple meetings to discuss the necessity of this service for the purposes of monitoring maintenance schedules, proper function of City assets, and live location data to mitigate liabilities involving the City fleet. Upon participation in more than three fleet tracking demonstrations, the City found Samsara to be the most qualified and capable due to their extensive record with private and public entities, their competitive rates and offers, and their participation in Sourcewell, a cooperative purchasing organization.

As a trial phase, the City will only be outfitting passenger vehicles in the Utility and Sanitation departments. Upon approval of the service and execution of the service agreement, Samsara will ship plug-and-play vehicle modules. The total time to full implementation will be less than one week. Modules connect to the vehicle's OBDII port with a harness and can be installed/removed with ease, requiring no permanent modification to the unit.

FINANCIAL:

The cost of the service will be split between the Utility Fund and Sanitation Fund based on the number of units outfitted per department.

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

Fleet/Capital Assets

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

ATTACHMENTS:

1. Samsara Utility and Sanitation Vehicle GPS List
2. City of Nac Quote Samsara
3. Samsara Agreement City of Nac

	VIN Number	Make	Model	Year	Secondary ID	Department	Fund
1	1FTMF1K58RKD77739	Ford	F150	2024		Customer Service	30
2	1FTMF1K53RKD78796	Ford	F150	2024		Customer Service	30
3	1FTMF1K5XRKD78701	Ford	F150	2024		Customer Service	30
4	1FT7W2BAXPEC30835	Ford	F250	2023	30835	Customer Service	30
5	1D8HD38P07F556974	Dodge	Durango	2007	Vin 6974; NW #600176	Utility Construction	30
6	1FTZW2A64FEB89517	Ford	F250 3/4T	2015	Unit 840; NW #600246	Utility Construction	30
7	2GC2KREG0K1109143	Chevrolet	Silverado	2019	Unit 531; NW #300662	Utility Construction	30
8	1FTBFZB67BEB19953	Ford	F250	2013	Unit 734; NW #300607	Customer Service	30
9	1FTMF1CB3JKC97399	Ford	F150 1/2T	2018	Unit 736; NW #300659	Customer Service	30
10	1HTKJPVK2N793029	Chevrolet	Silverado 4500	2022	UC93029	Utility Construction	30
11	1FTMF1CB2NKE91783	Ford	F150 XL	2022	91783	Utility Construction	30
12	1FTFX1E51NKE91688	Ford	F150 XL	2022	VIN 91688	Utility Construction	30
13	1FTFX1E5XNKE91656	Ford	F150 XL	2022	91656	Utility Construction	30
14	1GB5YLE76NF232987	Chevrolet	2500	2022	Vin 2987; NW #300726	Utility Construction	30
15	1GB5YLE77NF233940	Chevrolet	2500	2022	Vin 3940; NW #300727	Utility Construction	30
16	1GCRWAEF3L2253032	Chevrolet	Silverado 1500	2020	NW #300703	Utility Construction	30
17	1GTR9AEF0L2252265	GMC	Sierra 1500	2020	NW #300704	Utility Construction	30
18	1FDWF6DC8KDF11916	Ford	F650	2019	Unit 542; NW #300687	Utility Construction	30
19	1FDSE35L72HA11639	Ford	F350 1T	2002	Unit 500; NW #300240	Utility Construction	30
20	1GDM8C1C46F414520	GMC	C8500	2006	Unit 540; NW #300474	Utility Construction	30
21	3GCPCE07BG301791	Chevrolet	Silverado	2011	Unit 349; NW #901713	Utility Construction	30
22	1FT7X2B65DEA80847	Ford	F250	2013	Unit 643; NW #300593	Utility Construction	30
23	1FT7X2A6XDEA80845	Ford	F250	2013	Unit 636; NW #300602	Utility Construction	30
24	1FD0X5HY8DEA80848	Ford	F550	2013	Unit 551; NW #300608	Utility Construction	30
25	1FTBF2A60FEA77159	Ford	F250 Super Duty	2015	Unit 656; NW #300621	Utility Construction	30
26	1FTMF1C87GKF56392	Ford	F150 XL	2016	Unit 663; NW #901875	Utility Construction	30
27	1FT8W3BN2SEC56416	Ford	F350	2025		Utility Construction	30
28	1FT8W3BN3SEC54478	Ford	F350	2025		Utility Construction	30
29	1GCRCNEC7H2272227	Chevrolet	C1500	2017	Unit 635; NW #300646	Wastewater	30
30	1FTMF1CB1NKD98883	Ford	F150 XL	2022	Vin 8883; NW #300731	Wastewater Treatment	30
31	1FTMF1CB2NKD98858	Ford	F150 XL	2022	Vin 8858; NW #300730	Wastewater Treatment	30
32	1FTYR10D29PA36391	Ford	Ranger 1/2T	2009	Unit 625; NW #300509	Wastewater Treatment	30
33	2B3CL3CG3BH543230	Dodge	Charger	2011	Vin 3230; NW #600198	Wastewater Treatment	30
34	3FRWF7FC7BV607805	Ford	F750	2011	Unit 611; NW #310120	Wastewater Treatment	30
35	1FTMF1CF7DFB92137	Ford	F150 1/2T	2013	Unit 648; NW #300604	Wastewater Treatment	30
36	1FTMF1CF0EKE41094	Ford	F150 1/2T	2014	Unit 160; NW #300614	Wastewater Treatment	30
37	2FTPF12V26NB32345	Ford	F150 1/2T	2006	Unit #601	Water Production	30
38	1FTMF1CM3BKD38567	Ford	F150 1/2T	2011	Unit 627; NW #300551	Water Production	30
39	1FTMF1CF6CFB87462	Ford	F150 1/2T	2012	Unit 624; NW #300593	Water Production	30
40	1FTMF1CF9DFB92138	Ford	F150 1/2T	2013	Unit 649; NW #300605	Water Production	30
41	1FTMF1CF0DFB92139	Ford	F150 1/2T	2013	Unit 140; NW #300606	Water Production	30
42	1GCRCNEC6H2275913	Chevrolet	Silverado	2017	VIN 5913; NW #300654	Water Production	30
43	1GCNCNEC7J2315646	Chevrolet	Silverado	2018	Unit 626; NW #300660	Water Production	30
44	1GBSYLE76NF232987	Chevrolet	Silverado 2500	2022	Unit #636	Water Production	30
45	1FTFW1L52RKE33357	Ford	F150	2024		Water Production	30
46	1FTFW1L5XRKE32411	Ford	F150	2024		Water Production	30
47	1FT7W2BN6NEF32381	Ford	F250	2022	Unit 343; NW #	Sanitation	31
48	1FT8W3BN5NEF32382	Ford	F350	2022	Vin 2382; NW #	Sanitation	31
49	3FRWF7FJ9CV483570	Ford	F750	2012	Unit 342; NW #310131	Sanitation	31
50	1FTNF1CF70KE67078	Ford	F150 1/2T	2013	Unit 341; NW #310132	Sanitation	31
51	1GC4KYCG1GF241527	Chevrolet	3500	2016	Unit 340; NW #310162	Sanitation	31
52	1FT8W3BN6REC53464	Ford	F350	2024	Unit 430	Sanitation	31



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

QUOTE #Q-1978325

Issued 05-02-2025

Expires 05-31-2025

Prepared For:

City Of Nacogdoches
202 E PILAR ST
NACOGDOCHES, Texas
75961

Prepared By:

Matthew Duarte
matthew.duarte@samsara.com

Quote Summary

Subtotal

Hardware and Accessories

USD \$0.00

Licenses

License Term – 36
Months

Shipping and Handling

USD \$384.80

Upfront Hardware Sales Tax

USD \$0.00

Annual License Sales Tax

USD \$0.00

First Year Payment

USD \$12,066.08

Second Year Payment

USD \$11,681.28

If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change.
If Sales tax is "Pending" – Final amount will be provided prior to payment
*3% fee charged on non-ACH charges (Canada Exempt)
*Sales tax subject to change

Third Year Payment USD \$11,681.28

Fourth Year Payment USD

Fifth Year Payment USD

SHIP TO Drew Flores
202 E Pilar St
Nacogdoches, Texas, 75961-5508
United States

Hardware and Accessories	Quantity	Net Unit Price	Total Price
Vehicle IoT Gateway, model VG55 HW-VG55-NA	52	\$0.00	\$0.00
Enhanced VG Series OBDII J1962 L-mount cable CBL-VG-COBDII-Y1	52	\$0.00	\$0.00
Hardware Due			USD\$0.00

Licenses	Quantity	Annual Unit Price	Total Annual Price
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS	52	\$224.64	\$11,681.28
Annual License Due			USD \$11,681.28

Thank you for considering Samsara for your fleet.

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the license start date. The annual fees are payable by recurring wire transfer. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license

term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each "Ship To" delivery address set forth herein is accurate and that any individual accepting delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

You agree that you will only use the features included with the Samsara Software licenses purchased under this Order Form ("Licensed Scope"). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your "Enterprise" license to a "Premier" license).

Support and Warranty

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's standard terms of service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/>, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the "Terms of Service") provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara's standard terms of

service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/> shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor, shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Terms of Service or this Order Form.

Notification of Confidentiality

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

Billing Details:

Bill to:

City Of Nacogdoches

202 E PILAR ST
NACOGDOCHES, Texas, 75961

Billing Contact:

Name: Drew Flores

Title: Purchasing Contract Specialist

Billing Email: floresd@nactx.us

Phone Number: 9365592539

Payment Information:

Payment Method: ACH

Payment Terms: Net 30

Payment Frequency: Direct Annual

If a Purchase Order (PO) is required for invoicing, please check this box:

If yes, please provide the PO Number:

If your organization requires invoice submission via an electronic invoice portal, please email any e-invoicing requirements to billingsupport@samsara.com.

Please email any tax documentation to billingsupport@samsara.com.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

Signature

Print Name:

Date:



This Master License and Services Agreement is entered into as of _____ (“**Effective Date**”), by and between Samsara Inc., a Delaware corporation, with its principal place of business located at 1 De Haro Street, San Francisco, CA 94107 (“**Samsara**”) and The City of Nacogdoches, a Texas Home-Rule Municipal Corporation, and its Affiliates who enter into Order Forms (for each such Affiliate, solely with respect to Order Forms entered into by it and for so long as it remains a Customer Affiliate), with its principal place of business located at 202 East Pilar Street (“**Customer**” and, collectively with Samsara, the “**Parties**”). This Master License and Services Agreement, including the Licenses and Services Terms and any Exhibits attached hereto or subsequently entered into by and between the Parties (collectively this “**Agreement**”), sets forth the terms and conditions pursuant to which Customer will access certain Samsara solutions and contract for certain services from Samsara.

SAMSARA LICENSE AND SERVICES TERMS

1. **Certain Definitions.** The following capitalized terms will have the meanings indicated below unless otherwise specifically defined in any Exhibits hereto.

1.1 “**Account**” means the accounts Customer create, via the Hosted Software, to access Customer Data.

1.2 “**Affiliates**” means any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Customer.

1.3 “**Apps**” means software applications for smartphones and tablets distributed by Samsara through Google Play or through the Apple App Store and used to provide products.

1.4 “**Authorized User**” means Customer’s employees and/or contractors whom Customer authorizes to use the licensed Samsara Software strictly on its behalf.

1.5 “**Customer Data**” means Customer-specific data captured by any installed Hardware, data submitted by or on behalf of Customer (including from or through Non-Samsara Products) into Apps and Hosted Software, and the analysis, reports, and alerts generated by the Products containing such data. For the avoidance of doubt, Customer Data does not include any Samsara Software.

1.6 “**Documentation**” means any Product training, technical services, or documentation made available to Customer through the Samsara website or otherwise made available to Customer by Samsara.

1.7 “**Equipment**” means the vehicle, equipment, asset, building, structure, or item into which Hardware is installed.

1.8 “**Firmware**” means software embedded in or otherwise running on the Samsara Hardware.

1.9 “**Hardware**” means the hardware devices such as gateways, cameras, sensors, controllers, vision systems, and accessories, and any improvements, developments,

modifications, patches, updates, and upgrades thereto that Samsara develops or provides.

1.10 “**Hardware Warranty and RMA Policy**” means the Hardware Warranty and RMA Policy set forth at <https://www.samsara.com/support/hardware-warranty>.

1.11 “**Hosted Software**” means Samsara’s cloud-hosted software platform, including the interface accessed online.

1.12 “**Hosted Software SLA**” means the Hosted Software Service Level Agreement set forth at <https://www.samsara.com/legal/hosted-software-sla>.

1.13 “**License Expiration Date**” means (a) the later of (i) the original license termination date set forth in the applicable Order Form Customer entered into for the original purchase of the Products or under which Products were originally made available to Customer (“**Initial Term**”), and (ii) the end of the then-active Renewal Term; or (b) if applicable, for Purchase Orders issued by a Samsara reseller where the applicable purchase or procurement of Products is not also documented by a Quote, notwithstanding anything to the contrary in this Agreement, the reseller agreement between such reseller and Samsara, or the applicable Purchase Order, three (3) years from the License Start Date.

1.14 “**License Start Date**” means (i) the day Samsara activates the applicable Samsara Software license by providing Customer a claim number and access to the Hosted Software (for clarity, if Hardware associated with a then-unactivated Samsara Software license is shipped to Customer under the applicable Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships); or (ii) notwithstanding the foregoing, if Customer is renewing the license term for a previously-activated Samsara Software license, the day that Samsara extends Customer’s access to the Hosted Software for the renewal license term. For Purchase Orders issued by a Samsara reseller, the definition of License Start Date in this Section supersedes anything to the contrary in

the reseller agreement between such reseller and Samsara and the applicable Purchase Order.

1.15 **“Malicious Code”** means code, files, scripts, agents, software or programs intended to do harm or allow for unauthorized access, including, for example, viruses, worms, time bombs, and Trojan horses.

1.16 **“Non-Samsara Products”** means any web-based, offline, or mobile applications, or other resources, users, data, systems, networks, products, services, vehicles, equipments, hardwares, or software functionality that is provided by Customer or a third party and that interoperates, integrates, and/or exchanges data with the Products.

1.17 **“Order Form”** means the applicable Quote or Purchase Order. By entering into an Order Form hereunder, a Customer Affiliate agrees to be bound by the terms of this Agreement as if it were Customer, and Customer and the applicable Customer Affiliate are jointly and severally liable under such Order Form.

1.18 **“Pre-Launch Offerings”** means any Samsara hardware and/or software offerings and related documentation and accessories that are not generally available to Samsara customers and that may be in the alpha, beta, experimental, research, in development, prototyping, and/or testing phase.

1.19 **“Products”** means the Hardware and Services. For the avoidance of doubt, Products does not include any Non-Samsara Products.

1.20 **“Professional Services”** means the training, consulting, or other professional services that are provided by Samsara to Customer (i) as purchased separately by Customer pursuant to an Order Form, (ii) in Samsara’s sole discretion, or (iii) as otherwise mutually agreed between the Parties.

1.21 **“Purchase Order”** means a purchase order or similar ordering document issued by Customer to Samsara and accepted by Samsara setting forth the purchase or procurement of Samsara Products and/or licenses thereto.

1.22 **“Quote”** means a quote issued by Samsara and executed by the Customer setting forth the purchase or procurement of Samsara Products and/or licenses thereto.

1.23 **“Refund”** means an amount refunded to the Customer (or in Samsara’s sole discretion to any third party who paid Samsara for Customer’s procurement of Products under the applicable Order Form, including a reseller, Lender, or other third party) pursuant to the terms of this Agreement equal to (i) fees pre-paid to Samsara for the time remaining in an applicable license term prorated to the period of time between (a) the date of termination and (b) the License Expiration Date for the applicable Order Form, and (ii) fees paid to Samsara for the cost of purchased Hardware (if applicable). For the avoidance of doubt, a Refund may only be issued as expressly provided hereunder.

1.24 **“Renewal Term”** means any renewal license term of the applicable Products after the Initial Term. If Customer’s

license term is renewed after termination of the immediately preceding license term and Samsara in its sole discretion allows Customer to continue using the applicable Products during such interim period, this Agreement shall apply to such use.

1.25 **“Samsara Software”** means the Apps, Firmware, and Hosted Software, and any improvements, developments, modifications, patches, updates, and upgrades thereto that Samsara develops or provides, and Support Services.

1.26 **“Samsara Software Systems”** means the Samsara Software and any networks, systems, products, hardware, services, or data of Samsara, its providers, its partners, its customers, or any other third party, integrated with or connected to such Samsara Software.

1.27 **“Services”** means the Samsara Software, Service Usage Data, and Professional Services.

1.28 **“Service Usage Data”** means any data that is derived from the use of the Products except that to the extent such data could directly or indirectly identify a natural person it shall be anonymized, de-identified, and/or aggregated such that it could no longer directly or indirectly identify such natural person.

1.29 **“Support Services”** means the customer support services described at <https://www.samsara.com/support> and Documentation, but excluding any Professional Services.

2. **Agreement to Terms.** By signing this Agreement, or by executing an Order Form that references this Agreement, Customer agrees to be bound by the terms of this Agreement. Customer represents and warrants that it has the authority to sign this Agreement and that it otherwise has no other obligations that conflict with the terms contained herein. If Customer does not agree to the terms of this Agreement, Customer should not use the Products. Customer may not use the Products if Customer is Samsara’s direct competitor, as determined in Samsara’s sole discretion, except with prior written consent.

3. **Changes to Terms.** Samsara may modify the terms of this Agreement at any time, in its sole discretion. If Samsara does so, it will notify Customer in writing. Should Customer continue to use the Products thirty (30) days after Samsara has provided such notice without written objection, Customer will be deemed to have accepted the modified Agreement. If Customer does not agree to be bound by the modified Agreement, then it must provide written objection within thirty (30) days of Samsara’s modification notice and may continue to use the Products under the unmodified Agreement for the remaining term set forth in the applicable Order Form.

4. **License.** Subject to the terms and conditions specified in this Agreement or an applicable Order Form, Samsara grants Customer a non-sublicensable, non-exclusive, non-transferable, limited and revocable license to use and access the Samsara Software (i) in accordance with the Documentation, (ii) for the number and type of Samsara Software licenses specified in the applicable Order Form and solely the functionality included therein, and (iii) starting from the applicable License Start Date until the License Expiration Date set forth in such Order Form or the earlier termination of such Order Form or this Agreement.

The Support Services and the Hosted Software SLA are included as part of the license grant and contingent upon a valid license. The Firmware license for each item of Hardware is contingent upon Customer purchasing and maintaining a valid license to the applicable Samsara Software. For clarity, the license for Samsara Software that is provided in conjunction with a Hardware unit is only valid for use with that Hardware unit, unless the Hardware unit is replaced pursuant to the Hardware Warranty Policy of the Hardware Warranty and RMA Policy. Samsara reserves the right to audit Customer's usage of Samsara Software and to remove Customer's access to Samsara Software beyond the licensed scope ("Licensed Scope") (for example, the licensed feature scope or licensed user count, as applicable) at any time. If Customer would like to use Samsara Software beyond the Licensed Scope, Customer is required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that Customer is using Samsara Software beyond the Licensed Scope, Samsara reserves the right to charge Customer for the applicable Samsara Software licenses that include such Licensed Scope at the then-current list price, and Customer agrees to immediately pay such amounts. Further, during the applicable license term under an Order Form, Customer agrees that it cannot downgrade a Samsara Software license plan to a lower Samsara Software license plan (for example, downgrading from an "Enterprise" license to a "Premier" license).

5. License Restrictions. Customer agrees not to do or attempt to do any of the following without Samsara's express prior written consent: (i) resell, white label, or reproduce the Products or any individual element within the Products, Samsara's name, any Samsara trademark, logo or other proprietary information, or the layout and design of any part of the Products; (ii) access, tamper with, or use non-public areas of the Samsara Software Systems; (iii) gain unauthorized access to, interfere with, disable, or disrupt the integrity or security of the Samsara Software Systems; (iv) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented to protect the Samsara Software Systems or enforce a contractual usage limit; (v) transfer, copy, modify, sublicense, lease, lend, rent or otherwise distribute the Samsara Software to any third party; (vi) decipher, decompile, disassemble or reverse engineer any aspect of the Products, in whole or in part; (vii) impersonate or misrepresent an affiliation with any person or entity; (viii) use or access the Products for any competitive purpose; (ix) perform benchmark testing on the Products; (x) use the Products to store or transmit Malicious Code; (xi) use the Products to store, publish, submit/receive, upload/download, post, use, copy, or otherwise produce, transmit, or distribute infringing, libelous, defamatory, harassing, threatening, or otherwise unlawful or tortious material; or to store, publish, submit/receive, upload/download, post, use, copy, or otherwise produce, transmit, or distribute material in violation of third-party privacy rights; (xii) violate any applicable law or regulation; (xiii) use the Products in a way that violates Samsara's Acceptable Use policy set forth in Section 22.2 or (xiv) authorize, permit, encourage, or enable any other individual or entity to do any of the foregoing. Samsara has the right to investigate violations of this Section or conduct that affects the Samsara Software Systems and immediately suspend or terminate any or all of Customer's access to the Samsara Software if it reasonably suspects or

determines that Customer has violated this Section. Except to the extent legally prohibited from taking on indemnification obligations, Customer agrees to indemnify, defend, and hold harmless Samsara from and against all claims, actions, demands, and legal proceedings, and all liabilities, damages, demands, losses, claims, costs, fees (including legal fees), and expenses in connection with a violation of this Section 5 and any investigation related thereto. Samsara reserves the right to limit or restrict Product access in unsupported countries. Samsara may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

6. Hardware Installation and Equipment Maintenance. Customer is responsible for installation of the Hardware and ongoing maintenance of any Equipment, including but not limited to installation in accordance with any Equipment warranty. Depending on the Customer's intended use of the Products, Customer may require professional installation of the Hardware or ongoing professional maintenance of any Equipment. If Customer is unable to install the Hardware or to conduct such ongoing maintenance, or if Customer is uncertain that Customer has the requisite skills and understanding, Customer agrees to consult with a qualified installer or maintenance professional. Improper installation of the Hardware or maintenance of the Equipment can lead to damage of such Equipment or dangerous or life-threatening conditions, which can cause property damage, bodily injury, or death. Customer may notify Samsara if Customer did not order the correct Hardware cables for Hardware installation. For more information on Samsara's Cable Exchange Policy, please see the Cable Exchange Policy section of the Hardware Warranty and RMA Policy.

7. Product Updates.

7.1 General. Samsara continuously improves the Products, and may from time to time (i) update the Samsara Software and cause Firmware updates to be automatically installed onto Hardware; (ii) update the Apps; or (iii) upgrade Hardware to newer models. Samsara may change or discontinue all or any part of the Products, including changing, discontinuing, or removing features included in a Samsara Software license, at any time and without notice, at Samsara's sole discretion. If Samsara discontinues supporting a Hardware model and associated Samsara Software that Customer has ordered from Samsara in accordance with this Agreement prior to the applicable License Expiration Date without offering to replace them with an updated or comparable version or model, Customer may terminate the applicable Order Form with respect to the applicable Products and request a Refund for such Products. Updates or upgrades may include security or bug fixes, performance enhancements, or new functionality, and may be issued with or without prior notification to Customer. Customer hereby consents to such automatic updates.

7.2 Pre-Launch Offerings. From time to time, Samsara may in its sole discretion make Pre-Launch Offerings available to Customer for evaluation purposes. Should Customer opt to use a Pre-Launch Offering: Customer agrees to (i) enter into any additional terms required by Samsara for the applicable Pre-Launch Offerings, (ii) assume sole responsibility and all risk, and waive and release Samsara from any claims directly or indirectly arising from or related to the Pre-Launch Offering;

and (iii) except to the extent legally prohibited from taking on indemnification obligations, Customer agrees to, without limitation defend, indemnify, and hold harmless Samsara from any third party claims arising from or related to, directly or indirectly, the Pre-Launch Offerings. PRE-LAUNCH OFFERINGS ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS, WITHOUT WARRANTY OF ANY KIND. Customer acknowledges that Pre-Launch Offerings that may interact, interface, or integrate with third party products and/or services may not be validated or supported by such third parties and may interfere with the operations of or void warranties for such third party products and/or services. Samsara reserves the right to modify, terminate, or discontinue the Pre-Launch Offerings at any time in its sole discretion, for any reason, with or without notice, and without liability to Customer, and has no obligation to make any Pre-Launch Offerings generally available to Samsara customers. If Samsara decides in its sole discretion to make a Pre-Launch Offering generally available to Samsara customers as a new Product or part of an existing Product, Samsara may discontinue making such offering available to Customer as a Pre-Launch Offering at that point in time. Customer acknowledges and agrees that any continued usage after such discontinuation date will require that the Customer purchase or have already purchased the applicable Product under an Order Form and pay any additional amounts owed for such purchase. Except as explicitly set forth otherwise in this Section 7.2, Pre-Launch Offerings are subject to the same terms and conditions as are applicable to a “Product” under this Agreement.

7.3 Feedback. Customer agrees to use commercially reasonable efforts to provide feedback to Samsara regarding the Products upon request and agrees that Samsara shall have all rights, title, and interest in and to all comments, suggestions, and other feedback (collectively, “**Feedback**”) provided by Customer to Samsara related to the Products. Customer shall and hereby does irrevocably transfer and assign to Samsara all right, title, and interest it may have in such Feedback to Samsara, and Samsara hereby accepts such transfer.

8. Payment, Shipping, and Delivery.

8.1 Payment. Customer’s payment and billing terms are set forth in the Order Form. Unless otherwise set forth in the applicable Order Form, (i) fees are payable by wire transfer; (ii) all transfers are subject to a processing fee up to 3%, subject to applicable law, unless the wire transfer is initiated by Samsara via ACH, in which case the processing fee will be waived; (iii) late payments are subject to a 1.5% per month late fee; and (iv) if license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted. Further, unless otherwise set forth herein or in the applicable Order Form, all payments made to Samsara under an Order Form are non-refundable. Samsara may submit Customer contact information and information related to the timeliness of Customer’s payments to credit rating, credit reporting, or similar agencies. If Customer makes a payment without specifying to which invoice it applies, Samsara reserves the right to apply such payment to any outstanding Customer invoice(s). Customer is responsible for all payments of applicable taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever

(collectively, “**Taxes**”), however designated or incurred under this Agreement. If Samsara has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Samsara will invoice Customer and Customer shall reimburse Samsara for any taxes paid or payable on behalf of Customer. Unless required by applicable law, Samsara will not provide retroactive Tax refunds or credits to Customer. Subject to applicable legal requirements, any Tax refund or credits provided to Customer shall be at Samsara’s sole discretion, and Samsara reserves the right to charge the Customer reasonable fees and costs associated with processing such Tax refund or credit.

8.2 Shipment and Delivery. All shipments are FOB (2010) Origin, Freight Prepaid, and Charged Back. Customer is solely responsible for confirming that each “Ship To” delivery address set forth in an Order Form is accurate and that any individual accepting delivery at that address is authorized to do so on Customer’s behalf. Samsara may ship Hardware under an Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. If Hardware under an Order Form is shipped in multiple shipments, the Samsara Software license term associated with Hardware shipped after the initial shipment will be set to expire on the same date as the Samsara Software license term associated with Hardware shipped in the initial shipment. The total cost of the Samsara Software licenses associated with such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full Samsara Software license term under such Order Form. Certain payment amounts set forth in an Order Form assume that all Hardware under such Order Form is shipped at the same time and are subject to potential reduction by Samsara based on the actual schedule of Hardware shipment.

9. Accounts. Customer shall be solely responsible for administering and protecting Accounts. Customer agrees to provide access to the licensed Samsara Software only to Authorized Users, and to require such Authorized Users to keep Account login information, including user names and passwords, strictly confidential and not provide such Account login information to any unauthorized parties. Customer is solely responsible for monitoring and controlling access to the licensed Samsara Software and maintaining the confidentiality of Account login information and any provided API tokens. In the event that Customer or any Authorized User becomes aware that the security of any Account login information has been compromised, Customer shall immediately notify Samsara and de-activate such Account or change the Account’s login information. Authorized Users may only use the licensed Samsara Software strictly on behalf of Customer and subject to the terms and conditions applicable to Customer herein. Customer is responsible and liable for any breach by an Authorized User of his or her obligations hereunder.

10. Customer Data.

10.1 Ownership and Usage. Customer Data is accessible via the licensed Samsara Software. Customer owns all Customer Data, and Samsara will keep Customer Data confidential. Customer hereby grants to Samsara a non-exclusive, transferable, sublicenseable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, display,

and distribute Customer Data in connection with operating, supporting, improving, and providing the Products, including for anonymized and/or aggregated reporting and use. The foregoing right to use Customer Data shall survive the termination of this Agreement, unless legally prohibited or Customer requests in writing upon termination that such use be limited to non-personally-identifiable data. Samsara will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Samsara will not share Customer Data without Customer consent, except when the release of data is compelled by law or permitted herein. Customer may export Customer Data at any time during the term of this Agreement through the export features in the Samsara dashboard or via the Samsara API. Customer acknowledges that some information may not be exportable via the Samsara dashboard or the API. If the applicable Samsara Software license terminates or expires and Customer does not renew, the applicable Customer Data may be immediately deleted.

10.2 Customer Data Representation and Warranty.

Customer represents and warrant that: (i) Customer will obtain all rights and provide any disclosures to or obtain any consents, approvals, authorizations and/or agreements from any employee or third party that are necessary for Samsara to collect, use, and share Customer Data in accordance with this Agreement (ii) no Customer Data infringes upon or violates any individual or entity's intellectual property rights, privacy, publicity or other proprietary rights and (iii) Customer will adhere to all applicable state, federal and local laws and regulations in the conduct of its business in relation to Samsara and its receipt and use of the Products. EXCEPT TO THE EXTENT LEGALLY PROHIBITED FROM TAKING ON INDEMNIFICATION OBLIGATIONS, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS SAMSARA AND, IF RELEVANT, ITS SUBPROCESSORS AGAINST ANY LIABILITIES, DAMAGES, DEMANDS, LOSSES, CLAIMS, COSTS, FEES (INCLUDING LEGAL FEES), AND EXPENSES IN CONNECTION WITH ANY THIRD-PARTY LEGAL OR REGULATORY PROCEEDING ARISING FROM ANY ACT OR OMISSION OF THE CUSTOMER IN RELATION TO CUSTOMER INSTRUCTIONS OR FROM THE CUSTOMER'S BREACH OF THIS SECTION 10.2.

10.3 The "Data Protection Addendum" at <https://www.samsara.com/legal/data-protection-addendum> reflects the Parties' agreement with respect to the terms governing any Processing of Personal Data (as defined therein) by Samsara on the Customer's behalf in relation to this Agreement.

11. Confidentiality.

11.1 Confidential Information. "Confidential Information" means any technical, financial, or business information disclosed by one Party to the other Party that: (i) is marked or identified as "confidential" or "proprietary" at the time of such disclosure; or (ii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. Samsara Confidential Information includes any information related to the Products, including the pricing and payment terms thereof, Samsara Software Systems, or Samsara customers or partners, and any

data or information that Samsara provides to Customer in the course of providing the Products to Customer. Customer Confidential Information includes Customer Data and any data or information that Customer provides to Samsara for the purpose of evaluating, procuring, or configuring the Services (for example, makes and models of vehicles or equipment, vehicle routes, or similar information). Confidential Information excludes information that: (i) is now or hereafter becomes generally known or available to the public, through no breach of the receiving Party's confidentiality obligations; (ii) was known, without restriction as to use or disclosure, by the receiving Party prior to receiving such information from the disclosing Party; (iii) is acquired by the receiving Party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or (iv) is independently developed by the receiving Party without use or knowledge of or reference to any Confidential Information of the disclosing Party.

11.2 Confidentiality Obligations. The receiving Party agrees: (i) to maintain the disclosing Party's Confidential Information in strict confidence; (ii) not to disclose such Confidential Information to any third parties (except for any employees, agents, or third party service providers of receiving Party in performing under this Agreement under reasonable confidentiality obligations, or except as authorized by disclosing Party); and (iii) not to use any such Confidential Information for any purpose except to perform under this Agreement or as authorized by the disclosing Party. Notwithstanding anything to the contrary in this Agreement, the receiving Party may disclose the disclosing Party's Confidential Information to the extent required by law or regulation, including any applicable public record request laws, provided that unless prohibited by applicable law or regulation, the receiving Party uses reasonable efforts to give the disclosing Party advance notice of such requirement and reasonably cooperates with the disclosing Party at the disclosing Party's expense in preventing, limiting, or protecting such disclosure.

12. Proprietary Rights.

12.1 Services. Samsara and its licensors exclusively own all right, title and interest in and to the Services, including all associated intellectual property rights. Customer acknowledges that the Services are protected by patent, copyright, trademark, and other laws of the United States and foreign countries. Customer agrees not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services. Customer shall and hereby does irrevocably transfer and assign to Samsara all right, title, and interest it may have in the Services to Samsara and Samsara hereby accepts such transfer. No ownership rights are being conveyed to Customer under this Agreement. Except for the express rights granted herein, Samsara does not grant any other licenses or access rights, whether express or implied, to any other Samsara software, services, technology or intellectual property rights.

12.2 Firmware. The Firmware is licensed, not sold. Except in the case of a free trial and subject to the Product Trial Hardware Returns section of the Hardware Warranty and RMA Policy, Customer owns the physical title to the Hardware that Customer has purchased or has otherwise acquired in relation to

an Order Form. Samsara and its licensors exclusively own all intellectual property rights in Hardware. Samsara further retains ownership of the Firmware, including all intellectual property rights therein. Customer acknowledges that the Firmware is protected by patent, copyright, trademark, and other laws of the United States and foreign countries. Samsara reserves all rights in the Firmware not expressly granted to Customer in this Agreement. Customer acknowledges and agrees that portions of the Firmware, including but not limited to the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets of Samsara and its licensors.

13. Connectivity Data Usage. A Samsara Software license only includes connectivity data to the extent such license SKU is identified as including connectivity data and sets forth the amount of connectivity data included. To the extent connectivity data is included in a Samsara Software license, connectivity between the applicable Hardware and the licensed Samsara Software does not count towards the included connectivity data cap. Samsara reserves the right to limit access to personal entertainment streaming services through the Hardware connectivity. Connectivity data usage above any included connectivity data cap may result in the reduction of connection speeds, the restriction of connectivity, the interruption of connectivity, or some combination thereof. Restriction or interruption of connectivity will not impact the function of hours of service logs. Customer may track any included connectivity data usage from the “Gateways” page within the “Settings” section of the Hosted Software dashboard.

14. Non-Samsara Products. The Products may contain links to or have the ability to integrate or interoperate with, import or export data to or from, provide access to, or be accessed by Non-Samsara Products (collectively, “Non-Samsara Product Integrations”). If Customer opts to use any Non-Samsara Product Integrations, including but not limited to with respect to the exchange of data between Products and Non-Samsara Products, Customer agrees to: (i) assume sole responsibility for and all risk arising from Customer’s use of Non-Samsara Product Integrations and the content, functionality, or availability of any Non-Samsara Products, including waiving and releasing Samsara from any claims directly or indirectly related thereto; and (ii) except to the extent legally prohibited from taking on indemnification obligations, without limitation, defend, indemnify, and hold harmless Samsara from any third party claims directly or indirectly arising from or related to Customer’s use of any Non-Samsara Product Integrations. SAMSARA PROVIDES NON-SAMSARA PRODUCT INTEGRATIONS “AS IS” WITHOUT WARRANTY OF ANY KIND AND ONLY AS A CONVENIENCE.

15. Publicity. Customer hereby grants Samsara permission to use the Customer name and logo on Samsara’s website, press releases, customer lists, SEC filings, earnings calls, and investor and marketing materials to list Customer as a customer. However, Samsara will not use Customer’s name, trademarks, or logos in any other way without Customer’s prior consent. Customer agrees to abide by the terms of Samsara’s Marks Usage Agreement available at <https://www.samsara.com/resources/brand-assets/>.

16. Term. The term of this Agreement begins upon the Effective Date and shall continue until the License Expiration Date for the last active Order Form or until otherwise terminated earlier as provided hereunder.

16.1 Termination for Material Breach. Either Party may terminate this Agreement upon a material breach by the other Party if such breach remains uncured for a period of thirty (30) days following receipt of written notice. If Customer materially breaches this Agreement, Samsara may terminate access to and use of the Services, at its sole discretion, until the breach is cured. If Samsara materially breaches this Agreement and such breach remains uncured after thirty (30) days, Customer will be entitled to provide a notice of termination and request a Refund. Unless otherwise set forth herein or in the applicable Order Form, an Order Form cannot be terminated prior to the License Expiration Date.

16.2 Termination for Non-Appropriation of Funds. As a public sector entity, Customer undergoes a fiscal budgeting appropriations process. The continuation of an Order Form one (1) year after the license start date and annually thereafter is contingent upon the appropriation of sufficient funds by Customer. If sufficient funds fail to be appropriated by Customer to provide for the continuation of the applicable Order Form for Customer’s then-subsequent fiscal year, Customer may terminate such Order Form with prior written notice effective as of the later of the date of the beginning of such subsequent fiscal year and the end of the then-current annual license period. If Customer so terminates such Order Form, Samsara shall be entitled to payment of and for: a termination fee equal to the license fees associated with a sixty (60)-day period for all Products under such Order Form at the date of such termination; all amounts due as of the date of termination; deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Order Form close-out costs.

16.3 Effect of Termination. Upon any termination or expiration of the Agreement, the following Sections of this Agreement will survive: 5 (Restrictions), 7.2 (Pre-Launch Offerings), 7.3 (Feedback), 8 (Payment), 10 (Customer Data), 11 (Confidentiality), 12 (Proprietary Rights), 16 (Term), 17 (Warranty Disclaimers), 18 (Limitation of Liability), 19 (Dispute Resolution), 20 (Class Action Waiver), 21 (Governing Law), and 22 (General Terms). At the Customer’s request, and subject to Samsara’s data retention and backup policies, Samsara shall delete and remove any Customer Data on the Hosted Software.

17. Warranty and Warranty Disclaimers.

17.1 Hardware Warranty. Samsara provides a Hardware warranty as set forth in the Hardware Warranty Policy section of the Hardware Warranty and RMA Policy.

17.2 Warranty Disclaimers. EXCEPT AS EXPRESSLY PROVIDED UNDER THE LIMITED HARDWARE WARRANTY PROVIDED UNDER SECTION 17.1 (HARDWARE WARRANTY), THE PRODUCTS ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, SAMSARA EXPLICITLY DISCLAIMS ANY

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. ACTIVE DRIVER AND PERSONNEL SUPERVISION IS REQUIRED EVEN WHEN THE PRODUCTS ARE IN USE, AND THE PRODUCTS ARE NOT A CRASH OR ACCIDENT AVOIDANCE OR PREVENTION SYSTEM. CUSTOMER IS SOLELY RESPONSIBLE FOR ANY AND ALL SPEEDING, TOLLS, AND OTHER TRAFFIC OR LEGAL VIOLATIONS FOR ITS VEHICLES AND EQUIPMENT EVEN WHEN THE PRODUCTS ARE IN USE. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PRODUCTS ARE NOT A SUBSTITUTE FOR SAFE AND LAWFUL DRIVING AND EQUIPMENT USE OR OTHER APPROPRIATE PERSONNEL OR WORKPLACE CONDUCT AS APPLICABLE AND THAT CUSTOMER SHALL NOT USE THE PRODUCTS AS A CRASH OR ACCIDENT AVOIDANCE OR PREVENTION SYSTEM. Samsara makes no warranty that the Products will meet Customer's requirements or be available on an uninterrupted, secure, or error-free basis. Samsara makes no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any analytics or Customer Data.

18. Limitation of Liability

18.1 No Consequential Damages. NEITHER SAMSARA NOR CUSTOMER NOR ANY OTHER ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PRODUCTS WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS LEGALLY PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY.

18.2 Cap. EXCEPT FOR (i) ANY EXPRESS INDEMNIFICATION OBLIGATION SET FORTH HEREIN, (ii) CUSTOMER'S BREACH OF SECTION 5 (LICENSE RESTRICTIONS), (iii) A BREACH OF SECTION 7.2 OR SECTION 10.2 BY CUSTOMER, AND (iv) CUSTOMER'S PAYMENT OBLIGATIONS UNDER AN ORDER FORM, IN NO EVENT WILL EITHER PARTY'S TOTAL AGGREGATE LIABILITY, INCLUDING TO THE OTHER PARTY AND ANY OF ITS AFFILIATES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS EXCEED THE AMOUNTS CUSTOMER HAS

PAID TO SAMSARA HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE DAMAGE, OR IF CUSTOMER HAS NOT HAD ANY PAYMENT OBLIGATIONS TO SAMSARA (FOR EXAMPLE THROUGH A FREE TRIAL), ONE HUNDRED DOLLARS (\$100).

18.3 THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SAMSARA AND CUSTOMER.

19. Dispute Resolution. Unless Customer is legally prohibited by law from resolving disputes by arbitration, any dispute arising from or relating to this Agreement or Customer's use of the Products that cannot be resolved by the Parties within a period of sixty (60) days after notice of a dispute has been given by one Party hereunder to the other, shall be finally and exclusively settled in one of the following venues at Samsara's election: (i) confidential arbitration in the JAMS location nearest to the county in which Customer has its principal place of business, using the English language in accordance with the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services, Inc. ("JAMS Rules") then in effect, by one or more commercial arbitrator(s) with substantial experience in resolving complex commercial contract disputes or (ii) the state or federal courts located in or nearest to the county in which the Customer has its principal place of business. If Samsara elects to arbitrate a dispute, the Parties agree that such arbitrator(s) shall have full authority to award preliminary and permanent injunctive relief, damages, and any other relief available in law, at equity, or otherwise pursuant to applicable law and that any emergency arbitrator(s) appointed in accordance with the JAMS Rules shall have authority to grant emergency relief in accordance with such rules.

20. Class Action Waiver. Except to the extent prohibited by applicable law, any proceedings to arbitrate or resolve any dispute arising from or relating to this Agreement or Customer's use of the Products in any forum will be conducted solely on an individual basis and not as a class action, consolidated action, private attorney general action, or other representative action. Customer expressly waives its right to file a class action, participate in a class action, or seek relief on a class basis. Unless Samsara agrees in writing otherwise, the arbitrator or other adjudicator will not consolidate more than one person or entity's claims.

21. Governing Law. This Agreement and any action related thereto will be governed by the laws of the state in which Customer has its principal place of business without regard to its conflict of laws provisions. Subject to the agreement to arbitrate set forth herein, exclusive jurisdiction and venue for actions arising from or related to this Agreement or Customer's use of the Products will be the state and federal courts located in or nearest to the county in which the Customer has its principal place of business, and both parties consent to the jurisdiction of such courts with respect to any such actions.

22. General Terms.

22.1 Entire Agreement. This Agreement together with any amendments or addenda thereto and any applicable Order Form

constitute the entire and exclusive understanding and agreement between Samsara and Customer regarding the Products, and this Agreement supersedes and replaces any and all prior oral or written understandings or agreements between Samsara and Customer regarding the Products. For clarity, the Parties agree that any of Customer's click-through, hyperlinked, or similar boilerplate or standard terms and conditions, including those associated with Customer payment portals or onboarding of Samsara as a Customer vendor, are void and have no effect, notwithstanding anything to the contrary in such terms and conditions. If there is a conflict between the terms of an Order Form and the terms of this Agreement, then the terms of the Order Form controls over the terms of this Agreement; provided that, to the extent applicable, (a) if a purchase or procurement under a Purchase Order is also documented by a Quote, notwithstanding anything to the contrary in this Agreement or the applicable Purchase Order, (i) to the extent there is a conflict between such Purchase Order and such Quote, the terms of the Quote shall prevail, and no additional terms included in such Purchase Order that are not included in such Quote shall apply; and (ii) Customer shall ensure such Purchase Order references, and reflects identical terms and conditions to, such Quote; and (b) for Purchase Orders issued by a Samsara reseller where the applicable purchase or procurement of Products is not also documented by a Quote, notwithstanding anything to the contrary in this Agreement, the reseller agreement between such reseller and Samara, or the applicable Purchase Order, to the extent there is a conflict between such Purchase Order and such reseller agreement, the terms of the reseller agreement shall prevail, and no additional terms included in such Purchase Order that are not included in such reseller agreement shall apply. Any Purchase Order is solely for Customer's convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to Customer following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Agreement or the applicable Quote. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

22.2 Acceptable Use. Customer may not, and may not allow any third-party, including its Authorized Users, to (a) use the Products: (i) for any inappropriate, improper, discriminatory, illegal, or otherwise harmful purpose or (ii) to violate, or encourage the violation of, the rights of others which includes, without limitation, legal rights (e.g., intellectual property or proprietary rights) or human rights (i.e., the rights inherent to all human beings regardless of race, sex, nationality, ethnicity, language, religion, or any other status, including without limitation the right to life and liberty, freedom from slavery and torture, freedom of opinion and expression, the right to work and education, and many more), each as reasonably determined by Samsara; or (b) engage in abusive, harassing, threatening, offensive, stalking or otherwise improper conduct towards any individual or entity, including but not limited to Samsara or its employees, agents, service providers, partners, or other customers. To report any potential misuse or violation, please email abuse@samsara.com or submit an anonymous concern via samsara-external.ethicspoint.com.

22.3 Assignment. Customer may not assign or transfer this Agreement, by operation of law or otherwise, without Samsara's prior written consent. Any attempt by Customer to assign or transfer this Agreement, without such consent, will be null. Samsara may freely assign or transfer this Agreement without restriction. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their successors and permitted assigns.

22.4 Export Restrictions. Customer shall not use the Products in violation of applicable export control or sanctions laws of the United States or any other applicable jurisdiction. Customer shall not use the Products if Customer is or is working on behalf of any restricted person or entity, including those listed on the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Department of Commerce Denied Person's List or Entity List, the State Department's Debarred list, or similar denied parties list without prior authorization by the U.S. Government. Customer shall not export, re-export, or transfer the Products if for use directly or indirectly in any prohibited activity described in Part 744 of the U.S. Export Administration Regulations, including certain nuclear, chemical or biological weapons, rocket systems or unmanned air vehicle end-uses.

22.5 Force Majeure. Samsara is not liable or responsible, nor shall be deemed to have defaulted under or breached this Agreement, for any failure to perform or delay in performing its obligations under this Agreement due to an event of force majeure. An event of force majeure is any event or circumstance beyond Samsara's reasonable control, such as war, hostilities, act of God, earthquake, flood, fire, or other natural disaster, strike or labor conditions, material shortage, epidemic, disease, government action, or failure of utilities, transportation facilities, or communication or electronic systems.

22.6 Financed Purchases and Other Payment Arrangements. If Customer is accessing the Products through a financing entity ("Lender"), the terms in this Section shall apply. Any obligation Customer may have to the Lender is absolute and unconditional, not subject to any setoff or counterclaim as between Customer and Lender, unless agreed to otherwise in the separate financing agreement ("Financing Agreement") Customer enters into with the Lender to finance Customer's purchase of the Products. Customer acknowledges and agrees that when Customer executes the Financing Agreement, the Lender is prepaying Samsara for the Products on Customer's behalf and such prepayment is final and cannot be refunded by Samsara unless otherwise provided under this Agreement. Customer accepts the risk that any Products are not provided or are not satisfactory; provided this sentence does not affect Customer's rights against Samsara as limited by this Agreement, or Samsara's obligations to Customer under this Agreement. If Customer chooses to discontinue use of the Products for any reason, Customer will continue to be liable for any outstanding payment obligations specified in the Financing Agreement. If Customer has any claim against or dispute with Samsara, Customer may not take action by reason of such claims against Lender. If Customer is purchasing through a Lender, Samsara may terminate Customer's access to the Products should Customer breach this Agreement or the terms of the Financing Agreement. Any Refunds issued by Samsara under this Agreement for Product purchases financed under a

Financing Agreement shall be remitted to the Lender, and any impact such remittance may have on Customer's remaining payment obligations to Lender is governed by the Financing Agreement. Subject to the other terms of this Section (Financed Purchases and Other Payment Arrangements), in the event Samsara consents, in its sole discretion, to granting Customer's request for payment under an Order Form to be made by a Customer Affiliate, Lender, or any other third party authorized by Customer to make purchases or payments on behalf of Customer ("Payment Arrangement"), Customer represents and warrants that (i) such Payment Arrangements are made for legitimate business purposes and are in compliance with all applicable laws, including but not limited to tax laws, and (ii) Customer remains directly liable for all obligations, including all payment obligations, under this Agreement and such Order Form.

22.7 Notices. Any notices provided under this Agreement must be made in writing. Notices to Samsara must be made via email to the email address below. Courtesy copies to either Party may optionally be provided to the office address set forth below via: (i) personal delivery, (ii) overnight courier delivery, or (iii) registered or certified mail, return receipt requested. If a different San Francisco, California, USA headquarters address for Samsara is provided on Samsara's website at <https://www.samsara.com/company/contact/> than the address

set forth below, such different address should be used instead, with attention to the Legal Team.

Samsara Inc.
Email: legalnotices@samsara.com
Telephone: (415) 985-2400
Address: Attn: Legal Team, 1 De Haro Street, San Francisco, CA 94107

Customer: The City of Nacogdoches
Email: legal@nactx.us
Telephone: 936-559-2505
Address: 202 E. Pilar St.
Nacogdoches, TX 75961

22.8 Remedies. Either party's failure to enforce any right or provision of this Agreement will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of both Parties. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

[END OF TERMS AND CONDITIONS]

IN WITNESS WHEREOF, the Parties have executed this Master License and Services Agreement effective as of the Effective Date, which if not specified earlier in this Agreement shall be the later date set forth below.

SIGNATURES

The City of Nacogdoches:

Samsara Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PRESENTER: Mike Neu, Executive Director of Development and Infrastructure

ITEM/SUBJECT: Receive a presentation from The Goodman Corporation regarding an update on downtown project planning, development, funding, and implementation. (Executive Director of Development and Infrastructure)

SUMMARY/BACKGROUND: In February 2025, the City contracted with The Goodman Corporation (TGC) to provide professional consulting services for developing Downtown Nacogdoches planning and implementation strategies. The contract scope of services included:

- Identification of funding opportunities critical for implementing each of the strategic projects.
- Further development of the strategic projects in preparation for the design phase.
- Analysis critical for defining downtown Nacogdoches' parking needs.
- Documentation critical for future funding pursuits specific to each strategic project.

Halfway through the six-month contract period, this update to the Council provides a status report on TGC services rendered. See attached for details on each of the five tasks listed below:

1. Project Management and Coordination (50% complete).
2. Review of Strategic Projects, Recent Efforts, and Funding Potential (100% complete).
3. Parking and Parking Facility Analysis (55% complete).
4. Planning Level Project Development and Funding Strategy (20% complete).
5. Prepare and Submit Two Grant Applications (42% complete).

Downtown planning and implementation documents and related discussions are also available at <https://www.nactx.us/dtac>.

FINANCIAL:

No financial impact associated with this item.

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

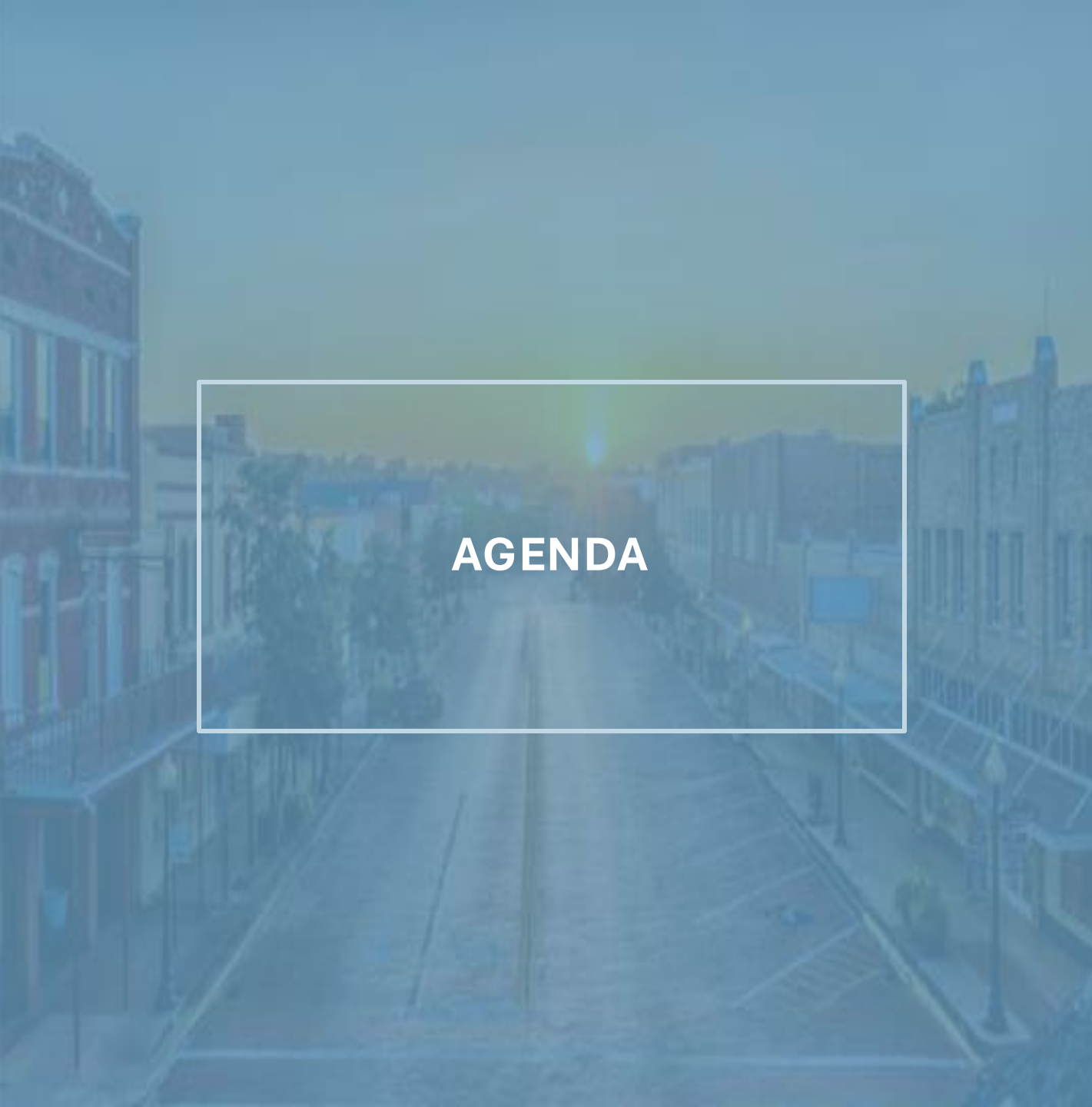
CITY CONTACT: Mike Neu, Executive Director of Development and Infrastructure
neum@nactx.us
(936) 559-2522

ATTACHMENTS:

1. TGC Council Presentation
2. TGC Council Report

DOWNTOWN NACOGDOCHES STRATEGIC PROJECTS IMPLEMENTATION STRATEGY

Nacogdoches City Council Update
June 3, 2025



AGENDA

1. Project Overview
2. Project Update by Task
3. Public Engagement Effort
4. Next Steps



PROJECT OVERVIEW

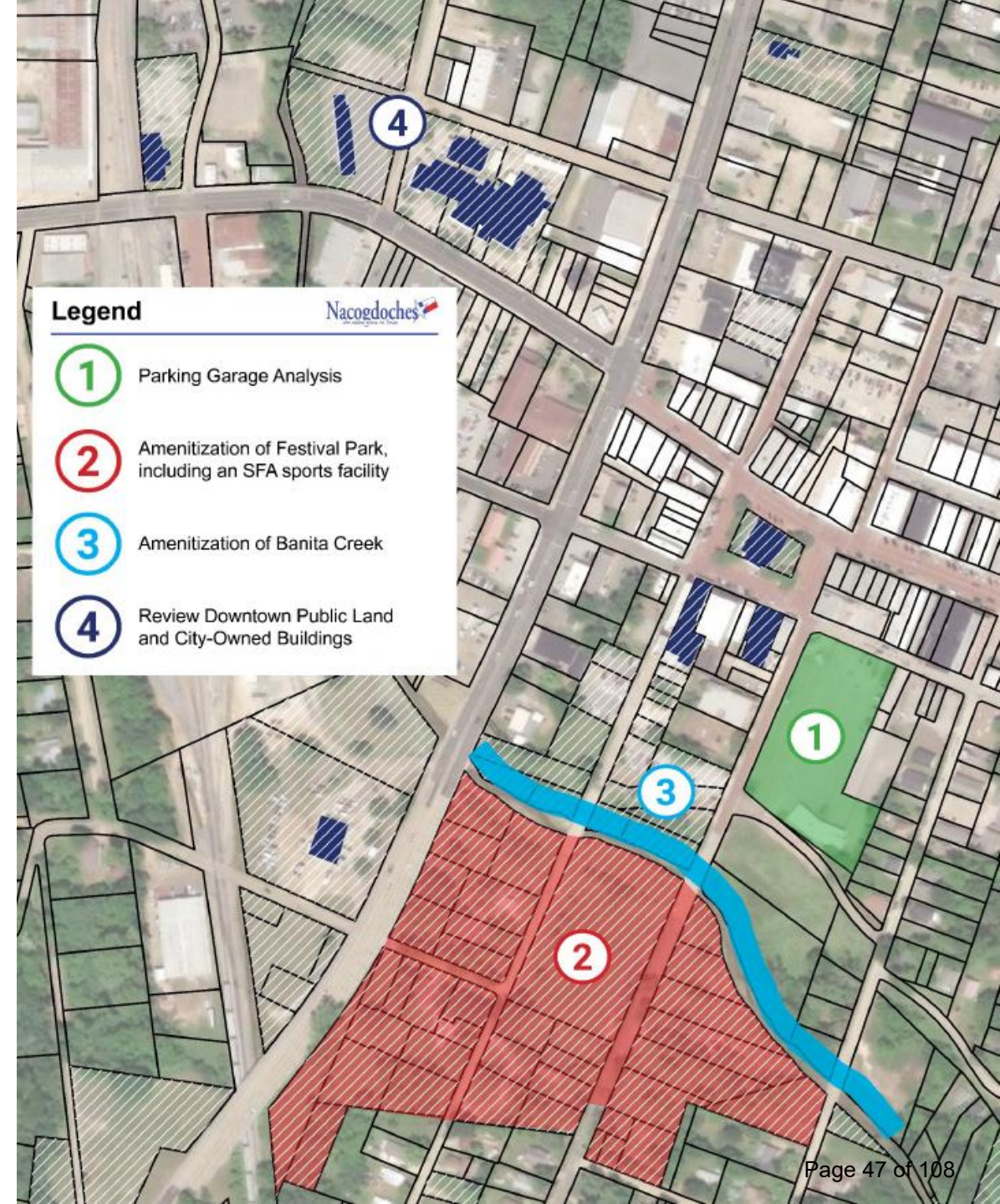
TGC SCOPE OF WORK

- **Task 1 – Project Management and Coordination**
 - Bi-weekly progress meetings
 - Monthly City Council updates
 - Monthly progress reports
- **Task 2 – Review of Strategic Projects, Recent Efforts, and Funding Potential**
 - Review recent planning efforts
 - Develop memo summarizing key findings
- **Task 3 – Parking and Parking Facility Analysis**
 - Conduct downtown-wide parking supply and demand analysis
 - Develop two parking scenarios with different future land uses
 - Project development including planning-level cost estimates, Geotech survey, environmental review, and financial pro-formas for the different options

TGC SCOPE OF WORK

- **Task 4 – Planning-Level Project Development and Funding Strategy**

- Develop four strategic projects including:
 1. A centralized parking facility
 2. The amenitization of Festival Park
 3. Amenitization of Banita Creek
 4. Review of public land and buildings for highest and best use
- Project development for all four projects will include:
 - Project description
 - Identification of project limits
 - Purpose and Need Statements
 - Identification of Qualitative Benefits
 - Project by Project Funding Strategy
 - Identification of Implementation Phases and Timeline
 - Order of Magnitude Cost Estimates
 - One graphic rendering per project
 - Preliminary environmental review



TGC SCOPE OF WORK

- **Task 5 – Prepare and Submit Two Grant Applications**
 - Prepare and submit two grant applications for the developed projects
- **Public and Stakeholder Engagement Effort**
 - Four (4) Downtown Technical Advisory Committee (DTAC) meetings
 - Stakeholder interviews
 - Public engagement effort – online survey

TGC SCOPE OF WORK

Project Timeline

Months						
Task	1	2	3	4	5	6
1						
2	*					
3		*	**			
4			*	***	*	**
5						

- * Stakeholder Committee
- ** City Council Update
- *** Public Meeting

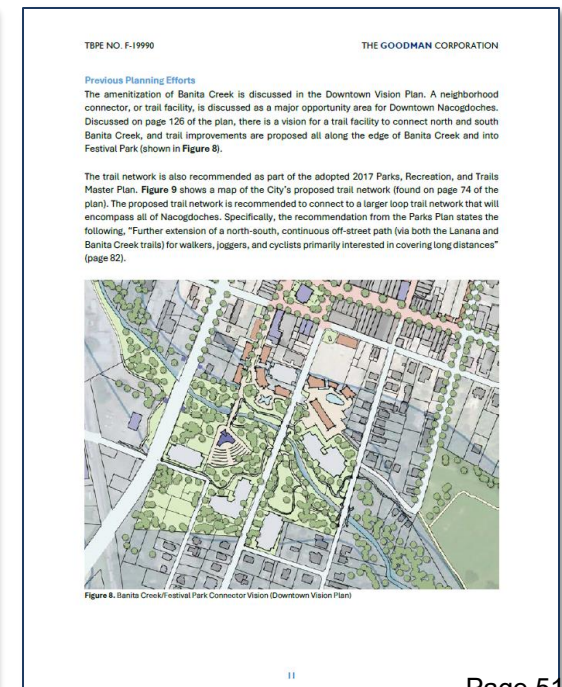
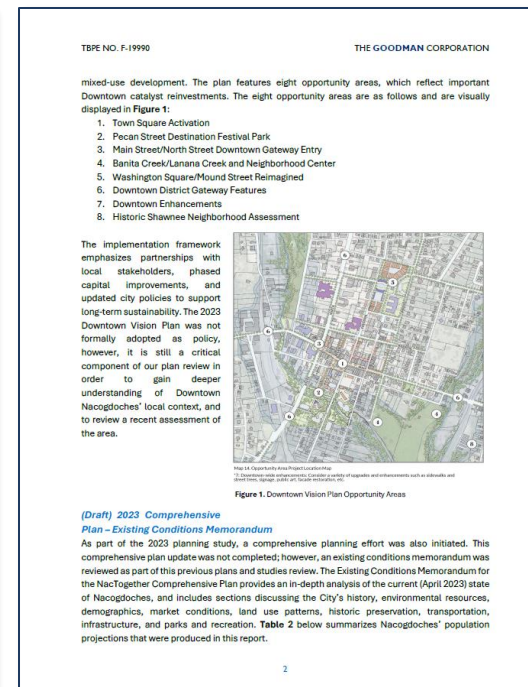
We are here



PROJECT UPDATE BY TASK

TASK 2 – REVIEW OF STRATEGIC PROJECTS, RECENT EFFORTS, AND FUNDING POTENTIAL

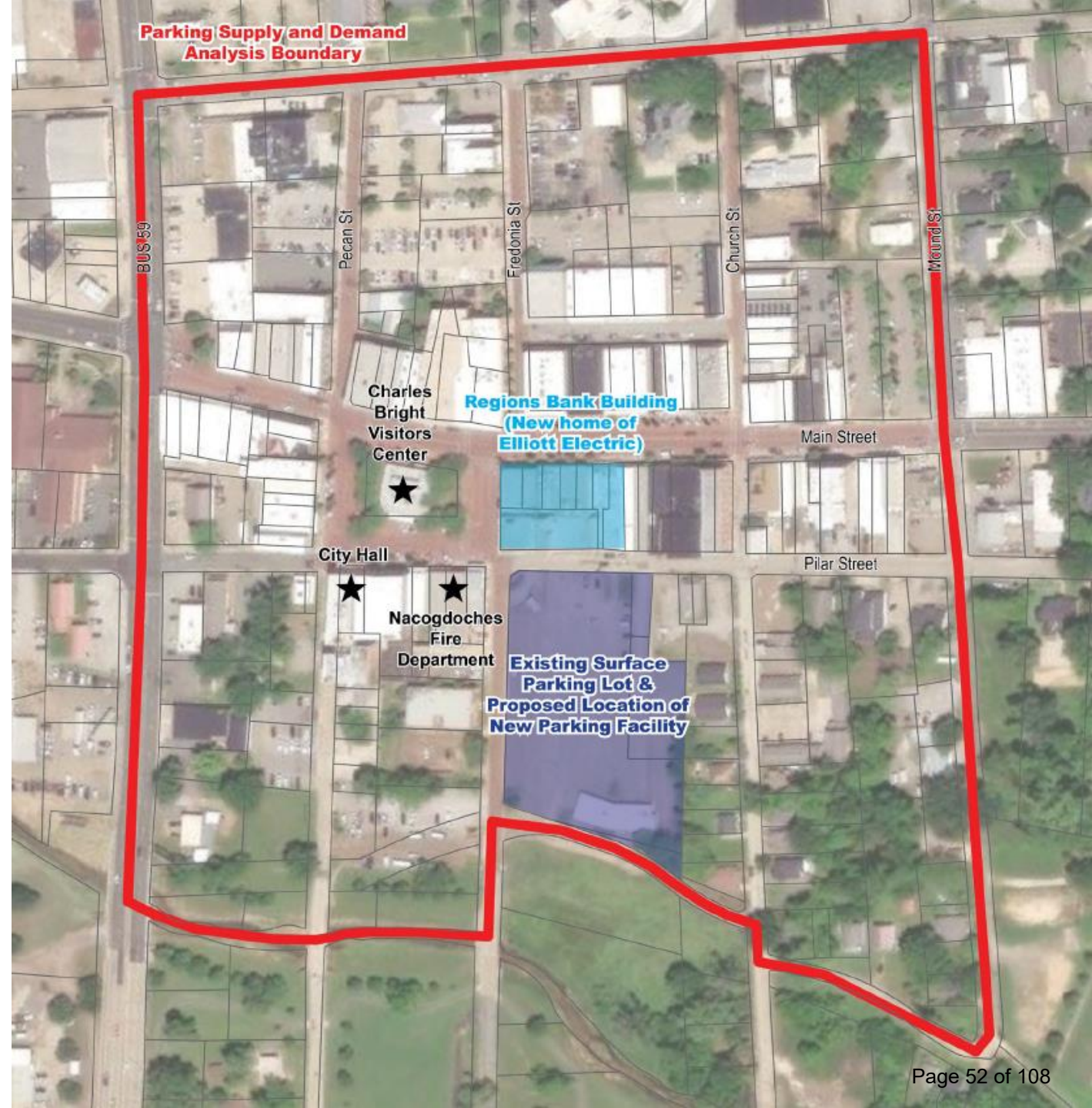
- Task 2 – Complete
- Project Identification Memo – Delivered in March 2025
 - Summarized recent planning efforts
 - Outlined four strategic projects, how they align with previous planning efforts
- Can be found on the City's website: <https://nactx.us/1629/Downtown-Technical-Advisory-Committee>



TASK 3 – PARKING AND PARKING FACILITY ANALYSIS

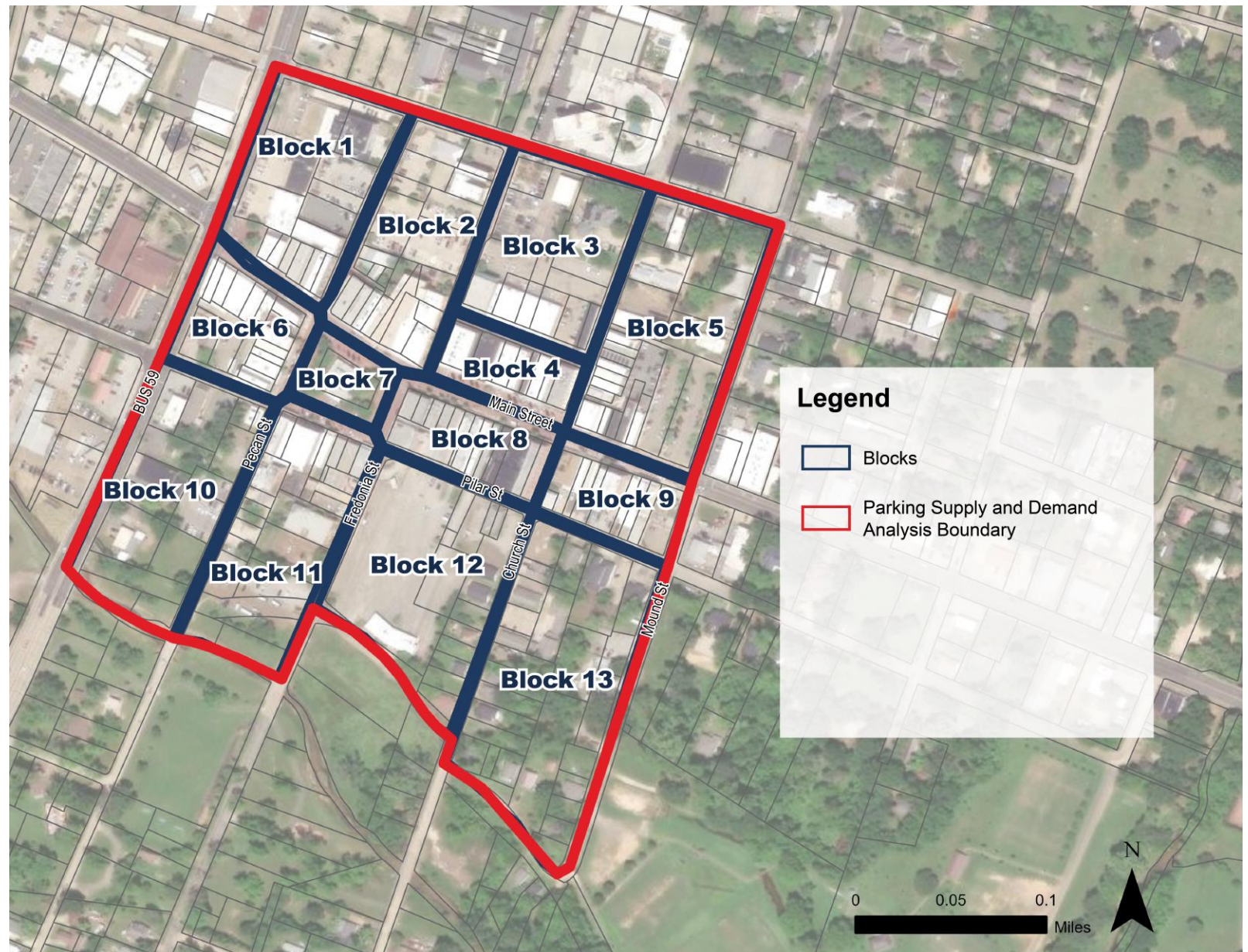
- **Work completed to date:**

- Collected parking location data and field verified for 13 blocks
- Analyzed Downtown Nacogdoches' existing parking supply and existing demand
- Developed **Downtown Parking Study Memo** (also can be found on the City's website: <https://nactx.us/1629/Downtown-Technical-Advisory-Committee>)
- Completed preliminary environmental assessment

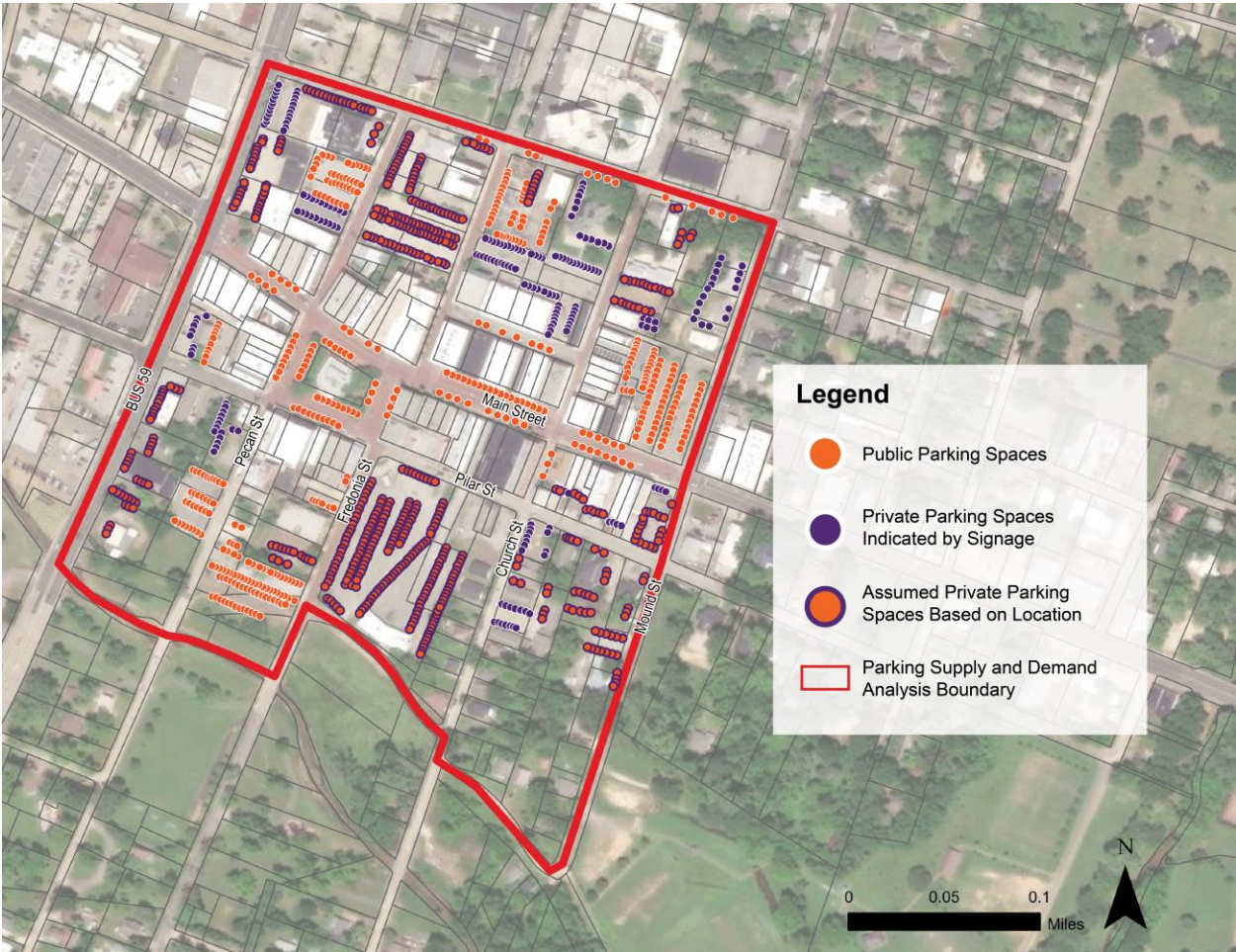


DOWNTOWN NACOGDOCHES PARKING STUDY

- Parking supply and demand study was conducted for Downtown Nacogdoches
- Using the Institute of Transportation Engineers (ITE) Trip Generation Manual 6th Edition



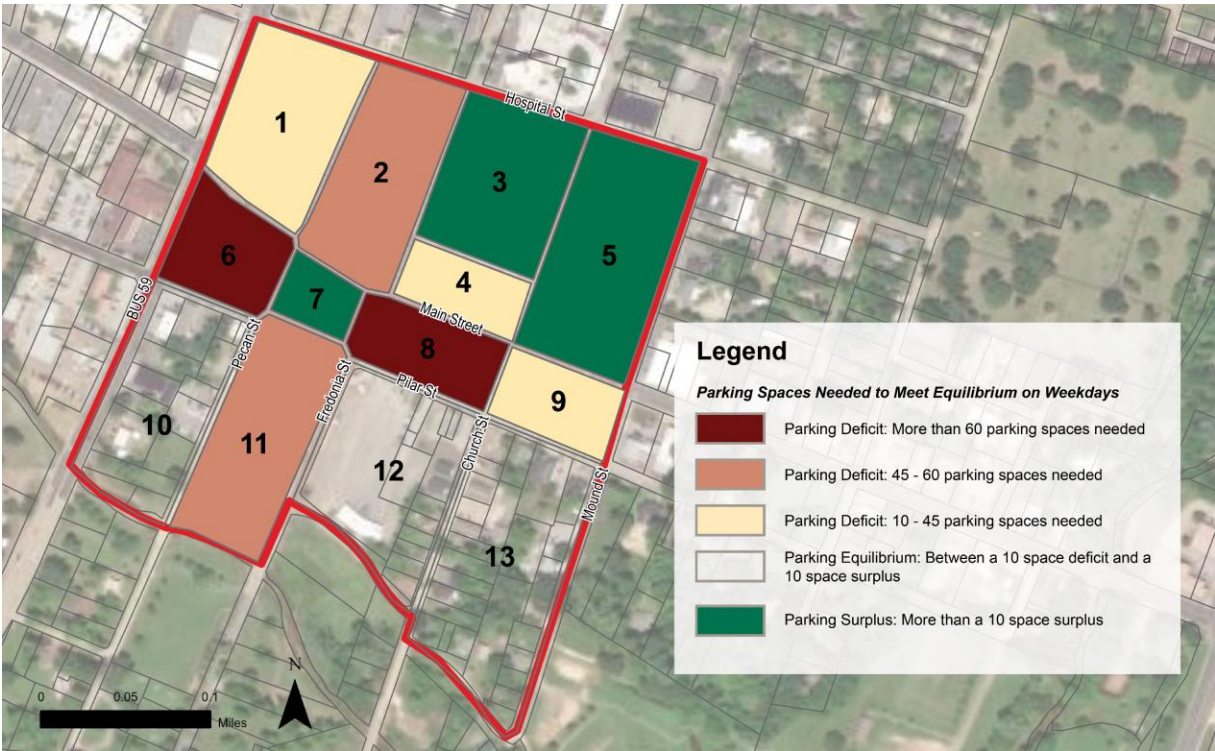
EXISTING PARKING SUPPLY



Block ID	Total Public Parking Spaces	Total Private Parking Spaces	Total Parking Supply
1	44	94	138
2	6	108	114
3	47	86	133
4	26	0	26
5	92	50	142
6	23	9	32
7	25	0	25
8	13	0	13
9	11	39	50
10	32	55	87
11	97	13	110
12	0	205	205
13	0	75	75
Total Parking Supply	416	734	1,150

PARKING DEMAND – EXISTING CONDITIONS

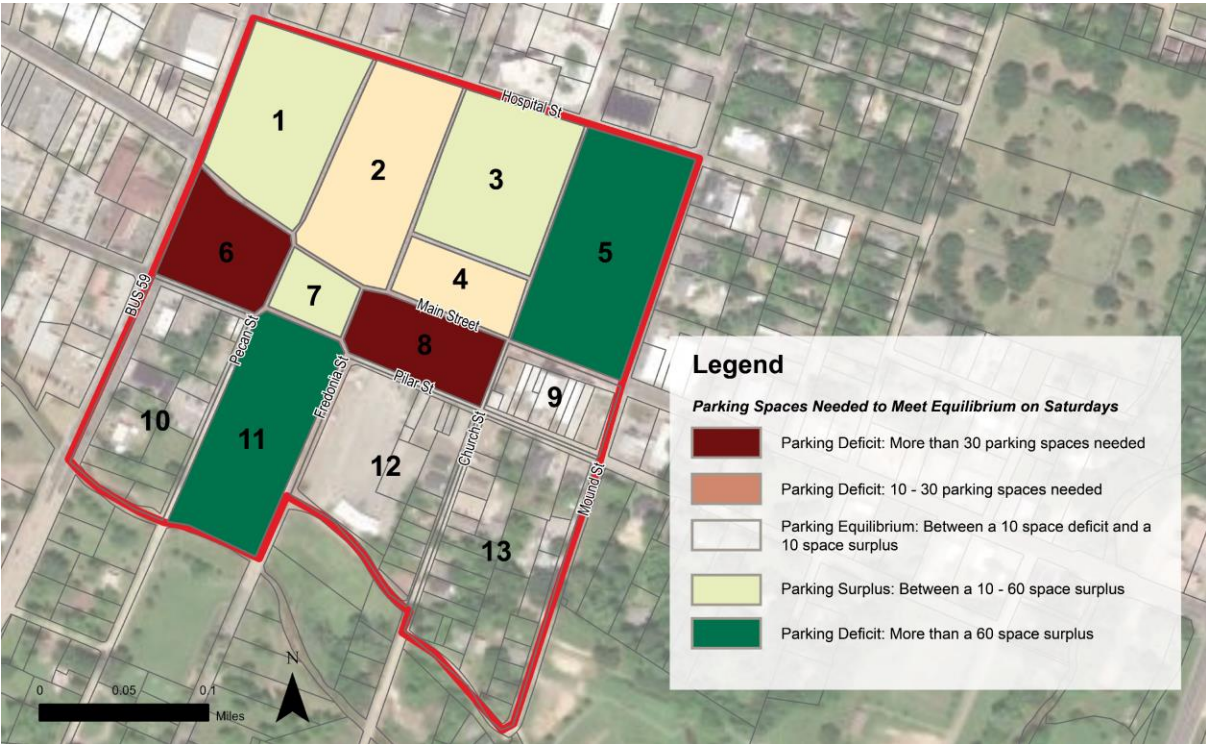
Weekday Parking Demand



Block ID	Total Existing Parking Supply	Total Public Parking Supply	Total Weekday Demand	Remaining Public Parking Spaces Needed to Meet Equilibrium
1	138	44	135	-31
2	114	6	147	-47
3	133	47	33	42
4	26	26	43	-17
5	142	92	41	61
6	32	23	93	-64
7	25	25	10	15
8	13	13	178	-75
9	50	11	68	-27
10	87	32	54	1
11	110	97	145	-48
12	205	0	0	0
13	75	0	45	-1
Total	1,150	416	994	-193

PARKING DEMAND – EXISTING CONDITIONS

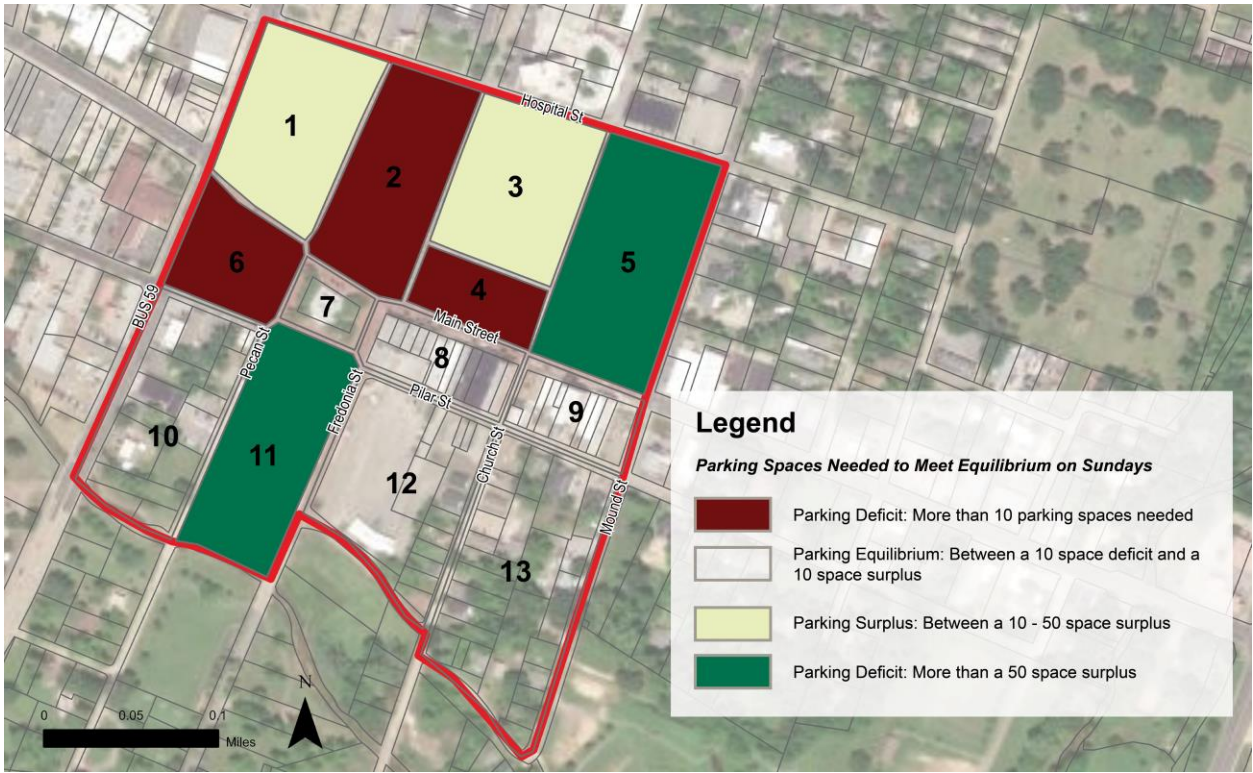
Saturday Parking Demand



Block ID	Total Existing Parking Supply	Total Public Parking Supply	Total Saturday Demand	Remaining Public Parking Spaces Needed to Meet Equilibrium
1	138	44	55	23
2	114	6	56	-11
3	133	47	20	42
4	26	26	36	-10
5	142	92	28	65
6	32	23	56	-33
7	25	25	10	15
8	13	13	56	-43
9	50	11	36	-2
10	87	32	44	8
11	110	97	4	93
12	205	0	0	0
13	75	0	30	0
Total	1,150	416	431	147

PARKING DEMAND – EXISTING CONDITIONS

Sunday Parking Demand



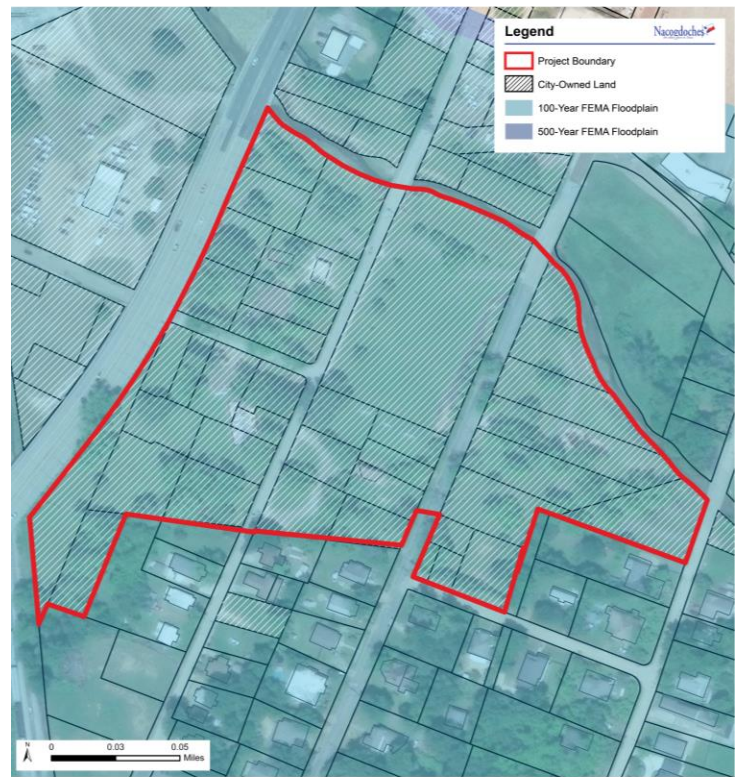
Block ID	Total Existing Parking Supply	Total Public Parking Supply	Total Sunday Demand	Remaining Public Parking Spaces Needed to Meet Equilibrium
1	138	44	0	44
2	114	6	25	-19
3	133	47	5	47
4	26	26	39	-13
5	142	92	0	92
6	32	23	37	-14
7	25	25	22	3
8	13	13	13	0
9	50	11	20	4
10	87	32	36	8
11	110	97	0	97
12	205	0	0	0
13	75	0	21	0
Total	1,150	416	219	248

TASK 3 – PARKING AND PARKING FACILITY ANALYSIS

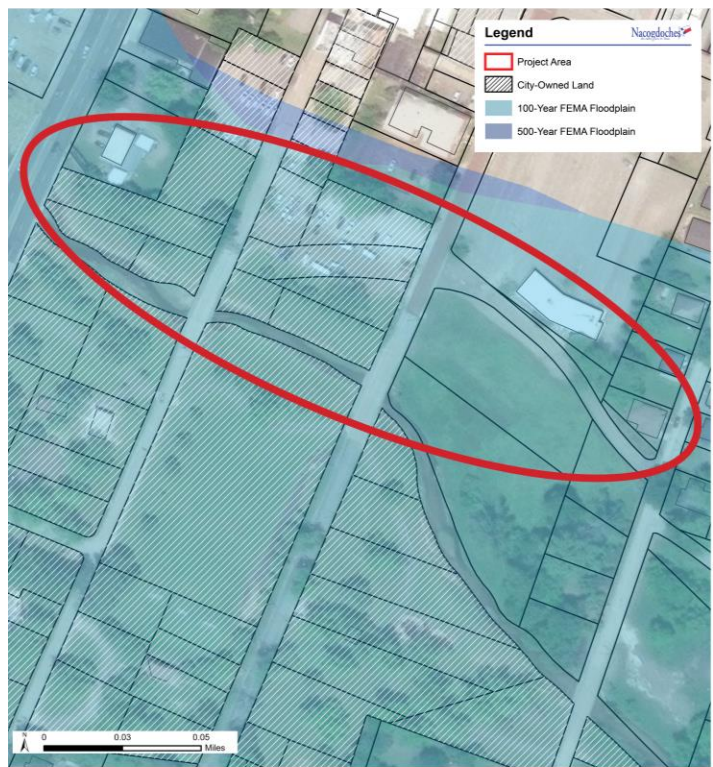
- **Forthcoming efforts:**
 - Geotechnical analysis will determine how much of the site we can use (and determine parking facility configuration)
 - Develop two future parking scenarios (utilizing feedback from the public engagement effort)
 - Develop renderings of proposed improvements
 - Develop planning-level cost estimates and financial pro-formas

TASK 4 – PLANNING-LEVEL PROJECT DEVELOPMENT AND FUNDING STRATEGY

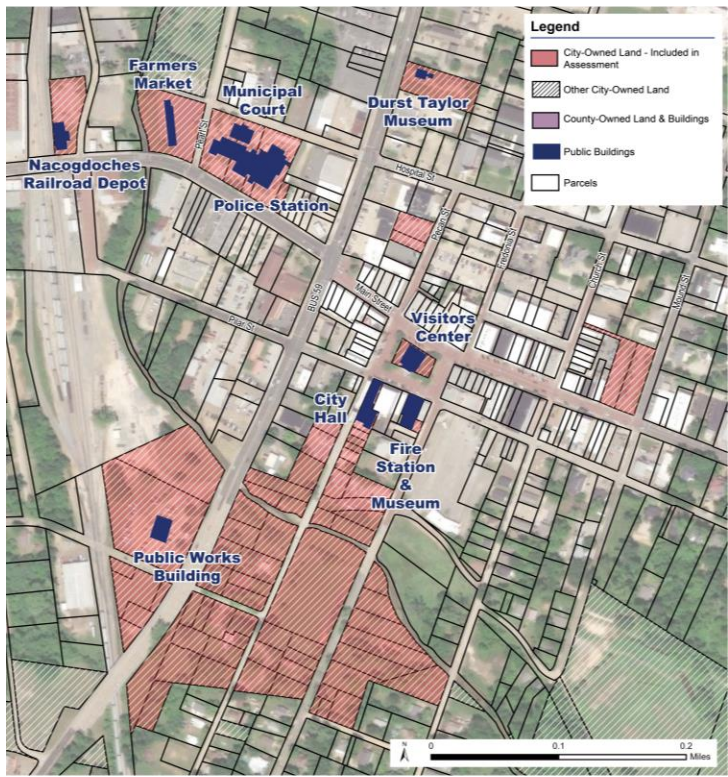
Amenitization of Festival Park



Amenitization of Banita Creek

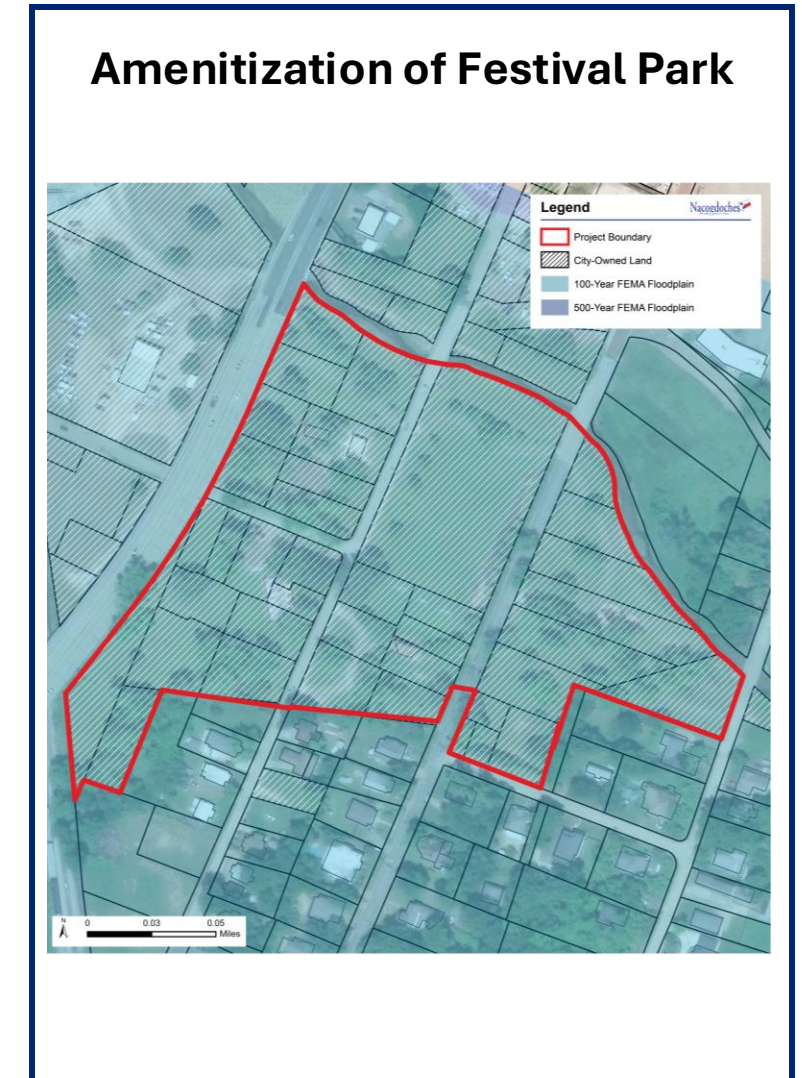


Review of Public Land and Buildings



TASK 4 – PLANNING-LEVEL PROJECT DEVELOPMENT AND FUNDING STRATEGY

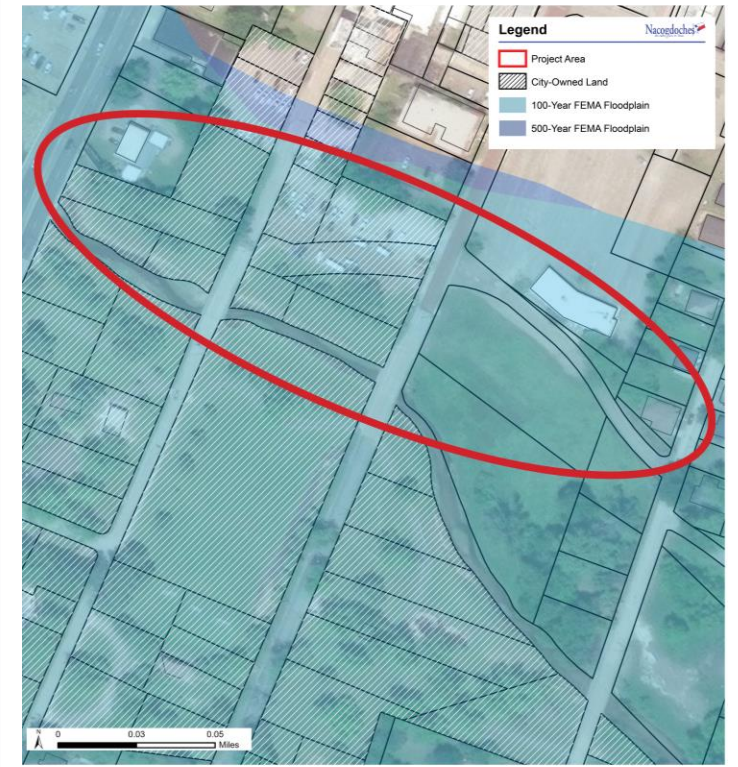
- Conducting research on sports field dimensions
- Opportunity to partner with SFA
- Determine what facilities are appropriate/feasible for Festival Park
- Develop funding strategy for recommendations
 - Will be in final report (August)



TASK 4 – PLANNING-LEVEL PROJECT DEVELOPMENT AND FUNDING STRATEGY

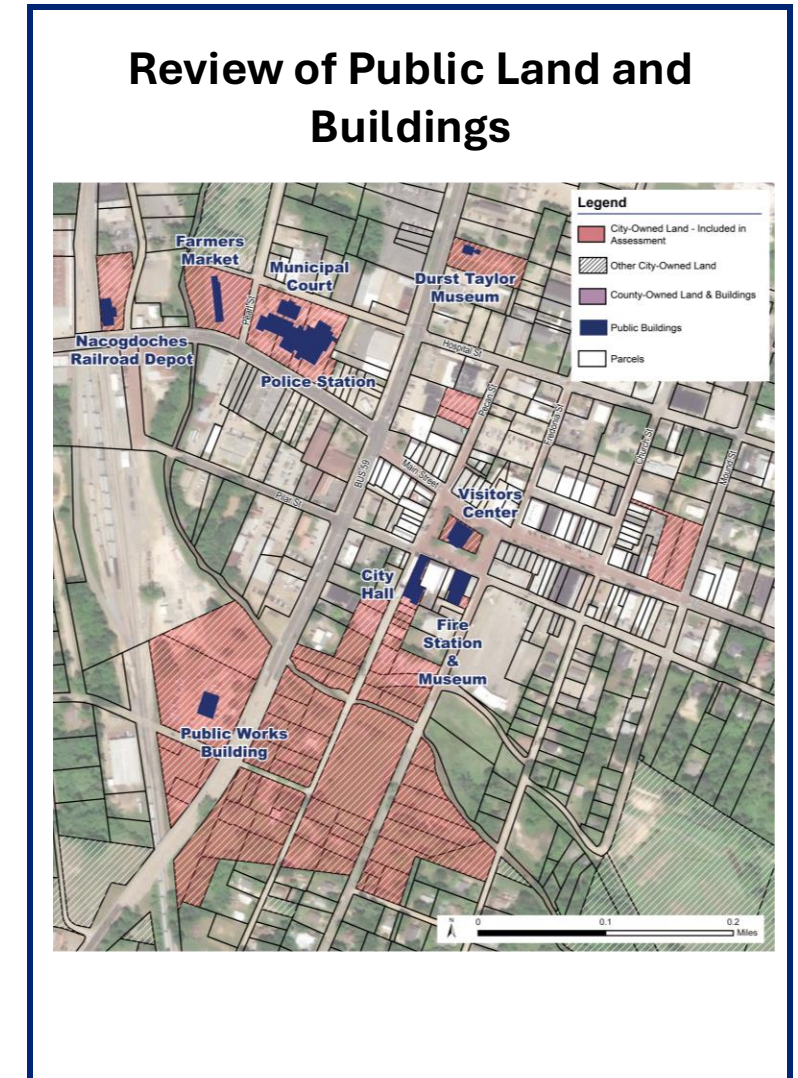
- Conducting research on what amenities are allowed in a US Army Corps of Engineers-controlled floodway
- Determine what facilities are appropriate/feasible for Banita Creek
- Determine key locations for future trail network connections
- Develop funding strategy for recommendations
 - Will be in final report (August)

Amenitization of Banita Creek



TASK 4 – PLANNING-LEVEL PROJECT DEVELOPMENT AND FUNDING STRATEGY

- Conducted market research on current demand for new downtown businesses and/or facilities
- Will be summarizing research and crafting recommendations for future uses of public land and buildings
- Develop funding strategy for recommendations
 - Will be in final report (August)



TASK 5 – PREPARE AND SUBMIT TWO GRANT APPLICATIONS

- Submitted two community projects to Representative Session's FY 2026 Community Project Funding (CPF) appropriations request
 - Parking garage facility request
 - Citywide drainage improvements (resubmit from previous year)

An aerial photograph of a large group of people gathered on a grassy field, likely for a public engagement effort. The people are arranged in several long, parallel lines, suggesting an organized activity or a large-scale survey. The field is surrounded by trees and a fence. A small red tent is visible on the left side of the field, and a blue tent is on the right. The text "PUBLIC ENGAGEMENT EFFORT" is overlaid in white capital letters on a semi-transparent blue rectangular background.

PUBLIC ENGAGEMENT EFFORT

PUBLIC ENGAGEMENT EFFORT

- **Downtown Technical Advisory Committee (DTAC) meetings**
 - 2/4 have occurred
 - 3rd DTAC meeting Thursday afternoon
- **Stakeholder Interviews**
 - Conducting 5 individual stakeholder interviews over the following several days

PUBLIC ENGAGEMENT EFFORT

- **Public Engagement**
 - Project team has developed a short, 12 question online survey
 - Will be open for a month (June – July)
 - Postcards will be left in various locations around town
 - Social media posts
 - Feedback will be integrated into final recommendations



Nacogdoches
the oldest town in Texas

FEEDBACK NEEDED

The City of Nacogdoches is developing a **Downtown Strategic Projects Implementation Strategy**.

We want to hear from YOU about your perceptions and priorities related to connectivity, parking, amenities, and convenience in downtown.

Scan the QR code and take the online survey today!



SCAN ME

Downtown Strategic Projects Implementation Strategy

The City of Nacogdoches is developing a Downtown Strategic Projects Implementation Strategy. We want to hear from you about your perceptions and priorities related to connectivity, parking, amenities, and convenience in downtown. This short survey can be completed in less than 5 minutes of your time.

City of Nacogdoches' Strategic Projects

The City of Nacogdoches is specifically focused on creating a strategic implementation approach with identified funding sources for the projects below:

1. Development of a centralized parking facility
2. Amenitization of Festival Park
3. Amenitization of the Banita Creek waterfront
4. Review potential for adaptive reuse, and highest and best use, of Downtown property and buildings

More details are available at: <https://nactx.us/7639/Downtown-Technical-Advisory-Committee>

*1. How often do you visit downtown, over the course of a year?

☐ Daily

☐ Weekly

☐ Monthly

☐ Less than once per month

☐ Never

☐ Other (please specify)

*2. What destinations would you like to see improved connectivity to and from downtown? Rank the answers in order of importance.

* 1. How often do you visit downtown, over the course of a year?

☐ Daily

☐ Weekly

☐ Monthly

☐ Less than once per month

☐ Never

☐ Other (please specify)

* 2. What destinations would you like to see improved connectivity to and from downtown? Rank the answers in order of importance.

☒ Stephen F. Austin University		
☒ Farmers Market		
☒ Soccer Complex		
☒ Festival Park/South of Banita Creek		

* 3. How would you describe your current experience with parking in downtown?

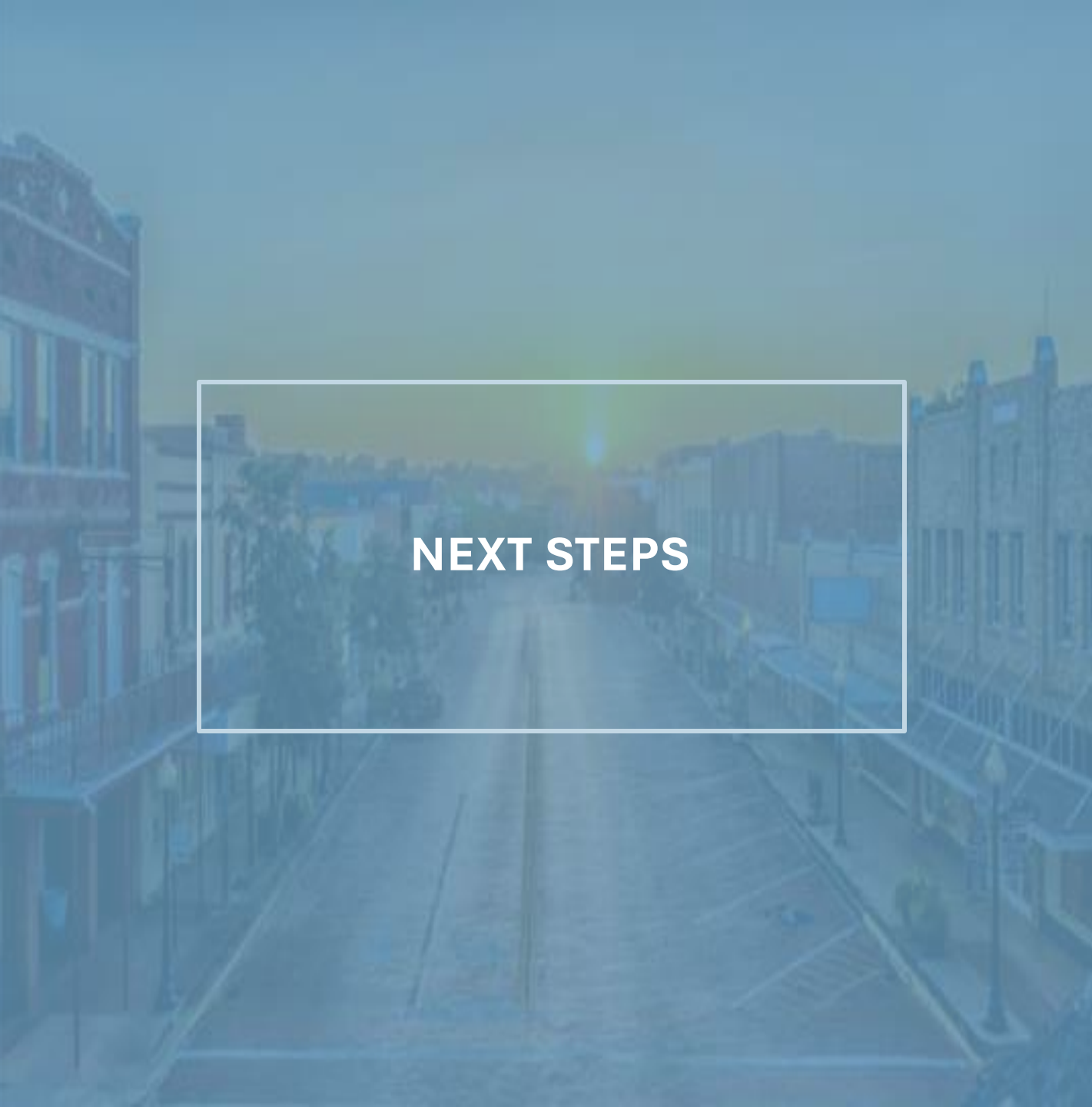
☐ Very easy to find parking

☐ Somewhat easy

Page 66 of 1



NEXT STEPS



NEXT STEPS

1. Finalize recommendations for all four projects
2. Analyze public engagement results
3. Develop two future parking scenarios
4. Develop final report
 - Next City Council update will be to present the final report



THANK YOU



Elizabeth Whitton, AICP
Principal
The Goodman Corporation
ewhitton@thegoodmancorp.com
(713) 951-7951

Downtown Nacogdoches Strategic Projects Implementation Strategy

May 23, 2025 Project Update for City Council

The Goodman Corporation (TGC) officially started work on the Downtown Nacogdoches Strategic Projects Implementation Strategy in early February. We are halfway through the six-month project period. *TGC will be presenting a project update at the June 3rd City Council meeting.*

Project Schedule

WE ARE HERE



Months						
Task	1	2	3	4	5	6
1						
2						
3						
4						
5						

Task 1 – Project Management and Coordination

- TGC has regular calls with Mike Neu in addition to regular email communication

Task 2 - Review of Strategic Projects, Recent Efforts, and Funding Potential

- Task is considered complete, pending client approval of deliverables
- The draft Project Identification Memo was delivered to the City on 3/13
- Hosted the first Downtown Advisory Technical Committee on March 6th

Task 3 – Parking and Parking Facility Analysis

- Overall tasks:
 - Analyze existing supply and demand for parking within downtown Nacogdoches
 - Identify and model two (2) future demand scenarios
- Work completed to date:
 - Memo summarizing the existing supply and demand
 - Environment review assessment for a proposed parking facility

- April 17th Downtown Technical Advisory Committee
- Work underway:
 - Conducting geotechnical analysis to improve understanding of the site and structural engineering feasibility at the proposed location of the Parking Facility.
 - Further development of two future demand scenarios to analyze in the downtown parking model

Task 4 - Planning-Level Project Development and Funding Strategy

- Relevant to Festival Park and Banita Creek, TGC is compiling guidance for constructing improvements adjacent to a US Army Corps of Engineers-controlled waterway.
- TGC has analyzed size constraints in Festival Park related to the addition of a potential sports facility.
- TGC is finalizing its analysis of retail demand within the City to identify potential uses for public buildings and other privately-owned buildings.
- TGC is ready to launch a strategic community engagement effort that includes additional discussions with key stakeholders and a community survey
- TGC is drafting the list of feasible site parameters for both Festival Park and Banita Creek
- Next Steps:
 - Finalize research and guidance for constructing improvements adjacent to the US Army Corps of Engineers-controlled water
 - Launch community survey
 - Prepare presentation for City Council update on June 3rd

Task 5 – Prepare and Submit Two Grant Applications

- On Wednesday, April 2nd, TGC submitted two applications to Representative Sessions' office for the FY26 Community Project Funding opportunity.
- TGC submitted two projects on behalf of the City of Nacogdoches:
 - Downtown Nacogdoches Parking Facility to HUD-Economic Development Initiatives
 - Resubmission of FY25 request for Storm Drainage Improvements
- TGC engaged with Representative Sessions' office regarding the two CPF applications, providing requested documents.
- On May 20th, Representative Sessions' office had an additional request for information related to the Storm Drainage application. The City of Nacogdoches is providing that information.
- At this time, Representative Sessions' office has indicated that they have all necessary information for the Parking Facility application.
 - Congressional representatives have until May 23, 2025 to submit all their CPF projects to the Appropriations subcommittees.

PRESENTER: Mike Neu, Executive Director of Development and Infrastructure

ITEM/SUBJECT: Consider approval of the amended Zoning Board of Adjustment Rules of Procedure as directed by Section 118-98(a), "Zoning," Article II, "Administration", Division 3, "Board of Adjustment", "Procedures," of the City of Nacogdoches, Texas Code of Ordinances. (Executive Director of Development and Infrastructure)

SUMMARY/BACKGROUND: Staff may propose changes to local ordinances in response to Council direction, or to comply with current state or federal law, to address various needs within the municipality. In November 2024, a subcommittee consisting of Council, P&Z, and Zoning Board of Adjustment (ZBA) members was established to facilitate recommendations for zoning ordinance amendments. Following subcommittee recommendations, proposed changes will be presented to their respective governing bodies for action.

This agenda item proposes amendments to the ZBA rules of procedure, as authorized by Sec. 118-98(a) of the City code of ordinances, which was last adopted on February 15, 2024. It is recommended that the ZBA review its rules of procedure once every year, and the proposed amendments were discussed by the Zoning Ordinance Subcommittee on January 29 and February 25, 2025, as well as by ZBA on April 17 and May 15, 2025. Proposed changes also reflect amendments described in Ordinance 2021-11-24, effective on November 20, 2024, and Ordinance 2034-03-25, effective on April 2, 2025. Amended procedural items include: Organization, Officers, and Staff – Updated selection of Vice-Chair and Acting Chair; duties of City Planner and Secretary; and acknowledgment of Council approval authority. Meetings and Official Records – Updated attendance requirements; selection of alternate members; remote participation; open meetings; and written decision. Application Procedures – Updated application procedures and requirements for appeals, variances, and special exceptions, and filing and decision deadlines for appeals. Hearings and Decisions – Updated conflict of interest procedure; disposition of cases; participation; and votes required. Exhibits – Removes exhibit sections. ZBA unanimously recommended Council consideration of the proposed amendments on May 15, 2025.

FINANCIAL:

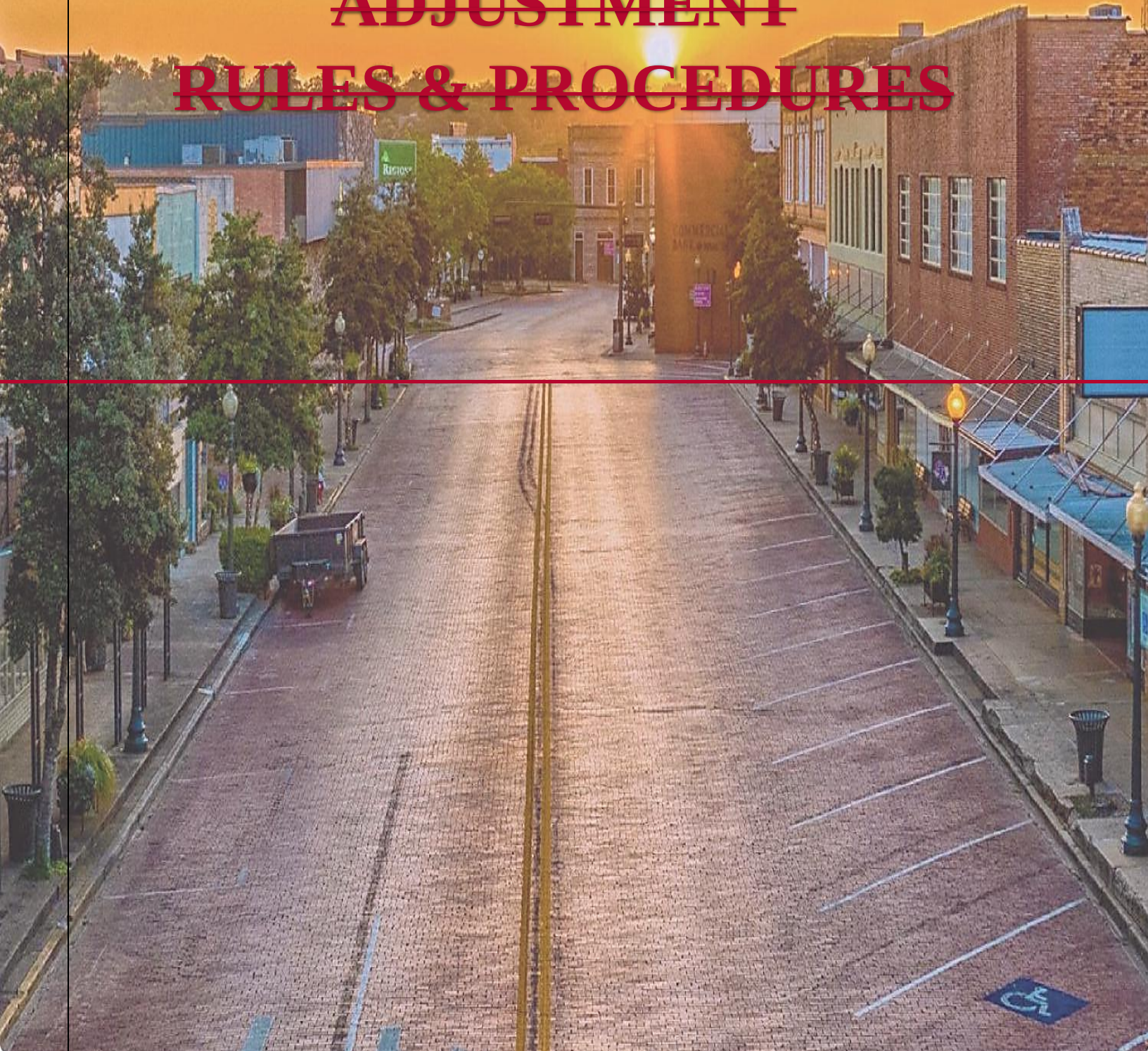
No financial impact associated with this item

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

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

- ATTACHMENTS:**
1. Rules of Procedure (redlines)
 2. Rules of Procedure (clean)

~~ZONING BOARD OF ADJUSTMENT RULES & PROCEDURES~~



February 15, 2024



CITY OF NACOGDOCHES
ZONING BOARD OF ADJUSTMENT
RULES ~~AND PROCEDURES~~ OF PROCEDURE

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CITY OF NACOGDOCHES
ZONING BOARD OF ADJUSTMENT
RULES ~~AND PROCEDURES~~ OF PROCEDURE

1. ORGANIZATION, OFFICERS, AND STAFF

1.1. Organization

The Zoning Board of Adjustment ("Board") shall consist of members appointed by the City Council and organized under the laws of the State of Texas and ~~Zoning Ordinance Sec. 118-96, as may be amended ("Zoning Ordinance"), of the City of Nacogdoches ("City"). Chapter 118 of the Code of Ordinances ("Zoning Ordinance") of the City of Nacogdoches ("City"), as may be amended.~~

1.2. Officers

A Chair ~~and Vice Chair~~ shall be ~~appointed~~ elected by the Board in accordance with the Zoning Ordinance ~~Sec. 118-97~~, as may be amended. The City Manager shall designate a member of City staff to serve the Board as Secretary.

1.3. Duties

- a. The Chair~~,~~ shall preside at all meetings, shall decide all points of order or procedure~~,~~ and shall swear in witnesses and, when necessary, compel their attendance.
- b. In the absence of the Chair, the ~~Acting Vice~~ Chair shall preside. In the absence of the Chair and Vice Chair, an The Acting Chair shall preside. The Acting Chair shall be a regular member ~~(or if no regular member is present then an alternate member)~~ whose last name is closest to the beginning of the alphabet. If no regular member is present, the next ranking alternate member (see Sec. 2.2) shall serve as Acting Chair.
- c. The Secretary shall be the custodian of the minutes and other official records, shall attend to the correspondence of the Board, and shall cause notices to be given as are required and in the manner prescribed by law.

1.4. Rules of Procedure

Rules of procedure for the Board shall be adopted, in accordance with the laws of the State of Texas and the Zoning Ordinance, by a majority vote of the Board and by approval of the City Council.

~~1.4.1.5.~~ Rules of Order Parliamentary Procedure

Robert's Rules of Order, Newly Revised, shall be the Board's final authority on all questions of procedures and parliamentary law not covered by these rules of procedure. A failure to strictly adhere to the procedures set forth in Robert's Rules of Order shall not constitute grounds for the invalidation of any motion or order made by the Board.

1.5.1.6.City Planner

The City Planner, or his/her designee, shall perform the duties authorized under the Zoning Ordinance of the City of Nacogdoches and shall provide assistance to the Board as directed by the City Manager. The City Planner shall make interpretations of the provisions of the ~~Comprehensive~~ Zoning Ordinance, ~~Chapter 118 of the Ordinances of the City of Nacogdoches,~~ as may be amended, and shall present to the City Council any revisions to the Zoning Ordinance-Board rules of procedure as recommended by the Board.

1.6.1.7.Secretary

The Secretary shall keep ~~an accurate record of all the meetings of the Board, shall file the final actions of the Board with the Office of the Board within twenty four (24) hours of the Board's meeting, shall prepare and submit minutes of all meetings of the Board in a timely manner, and shall support the Board in the manner directed by the City Manager or designee.~~ minutes of Board proceedings, indicating the vote of each member on each question or the fact that a member is absent or fails to vote, and shall keep records of its examinations and other official actions in accordance with City policies and procedures.

1.7.1.8.City Attorney

The City Attorney may provide to the Board an oral or written opinion regarding any question of law, interpretation or application of these rules of procedure, or parliamentary rules, and shall review as to law any amendment to these rules of procedure prior to the amendment becoming effective.

2. MEETINGS

2.1. Attendance

All appointed members of the Board shall be required to attend scheduled meetings in person. However, the presiding officer of a Board meeting may choose to dismiss nonparticipating alternate members when meeting attendance is not deemed necessary to constitute a five-member Board.

2.1.2.2.Quorum

~~A quorum of the board members shall be required to conduct a meeting of the board. A quorum shall consist of four (4) Members present. A quorum of not less than four (4) Board members shall be in-person at the designated meeting location when constituted as present.~~ No proxies shall be allowed to establish a quorum or to transact business of the Board. In the absence of a quorum, the following persons (in ~~the~~ noted order) shall call the meeting to order: ~~The~~ Chair, Vice Chair, ~~the~~ Acting Chair, or ~~(if no Member is present) a City staff member may call the meeting to order person (if no member is present);~~ and announce the absence of a ~~quorum, and~~ announc equorum and the adjournment of the meeting until a specific date, time, and place when the scheduled agenda items/public hearings would be resumed. Should the absence of a quorum be known in advance of a scheduled meeting, the Chair authorizes the Secretary, City Planner, or other City staff member, to preside at the meeting by rescheduling the hearing to a date certain.

2.3. Alternate Members

Alternate members are subject to all Board rules of procedure and shall participate and vote in place of any absent or recused Board member in order to constitute five (5) members as present for the duration of each meeting. Selection of alternate members shall be by rank order, as determined by a drawing conducted by the Secretary prior to the start of each Board meeting, with the lowest number being the preferred order of selection.

2.4. Remote Participation

If a total of five (5) members are not present in person for the duration of a meeting, one (1) member may participate and vote remotely by virtual platform, if such platform is made available for meeting use. Remote participation is a measure of last resort and may not be used to establish a quorum of Board members.

2.2.2.5. Agendas

An agenda shall be prepared by the Secretary for each meeting of the Board. The agenda shall include appeals and other matters scheduled for consideration by the Board. There shall be attached to the agenda a list of matters pending action by the Board. The agenda shall be posted on the official bulletin boards at Nacogdoches City Hall, 202 East Pilar, 1st Floor, Nacogdoches, Texas, 75961, pursuant to the Texas Government Code, Chapter 551, at least 72 hours before the scheduled time of the meeting.

2.3.2.6. Board Scheduled Meetings

- a. Regular meetings – Regular meetings shall be held on the third (3rd) Thursday of each month at 4:00 p.m. in the City Council Chambers at City Hall unless otherwise posted. ~~Should no matters be~~ If no items are scheduled for

consideration by the Board, no meeting shall be held except as directed by the Chair of the Board.

- b. Special meetings – Special meetings may be called at any time by the Chair or the City Planner and shall be subject to the Open Meetings Act. The City Planner shall cause notice of the special meeting to be sent to each Board Member and shall provide any information necessary for consideration by the Board. Any case requiring a public hearing and being considered in a special meeting shall meet the notice requirements set forth in the state statutes and in the Zoning Ordinance of the City of Nacogdoches.
- c. Work sessions – The Board may schedule work sessions to address administrative matters or proposed ~~ordinance~~ revisions to the Board rules of procedure. These sessions are for discussion purposes only. No decisions on case-related matters shall be made.
- d. Executive sessions (closed meetings) – The Board may convene into executive session, pursuant to section 551.071 of the Texas Open Meetings Act, to seek the advice of the City Attorney about pending or contemplated litigation or to seek or receive the attorney’s advice with regard to legal issues relative to a case pending the Board’s consideration. Proper notice under the Texas Open Meetings Act is required in order for the Board to participate in executive session, and such notice shall be included in all Board agendas.

2.4.2.7. Open Meetings

All meetings of the ~~b~~Board, excluding executive sessions, shall be open to the public. Meetings shall be held in full compliance with the provisions of the Texas Open Meetings Act, the ~~City’s~~ Zoning Ordinance, and these rules of procedure.

3. OFFICIAL RECORDS

3.1. Definition

The official records shall include these rules of procedure, and the minutes of the Board together with all findings, decisions, and other official actions. Stenographic notes of the Secretary and tape recordings of proceedings and discussions shall not constitute the official record of the Board.

3.2. Recording of Vote

The minutes of the Board’s proceedings shall show the vote of each member on each decision of the Board, or if absent or failing to vote shall indicate that fact.

3.3. Public Records

All requests and other matters coming before the Board shall be filed in the City's records and be available for public inspection during normal business hours. Original papers of all appeals shall be retained along with other special matters as the Secretary deems essential for permanent record.

3.4. Board Office

The office of the Planning and Zoning Department shall be designated as the Board Office.

3.5. Written Decision

All decisions of the Board shall be in writing, shall indicate the decision of the Board, and shall be filed in the Board's Office ~~no later than the following business day after such decision has been made~~ and, if applicable, the office of the Nacogdoches County Clerk. However, ~~the~~ failure to timely file ~~the~~ a decision in the Board Office shall not ~~have any effect on~~ affect the validity of ~~the~~ any decision.

4. APPLICATION PROCEDURES

4.1. Types of Appeals Applications

The Board shall only consider requests authorized under section 211.009 of the Texas Local Government Code, as may be amended, and under the Zoning Ordinance, as follows:

a. Decide appeals of City Planner's decisions. The Board shall have the power to hear and decide an appeal that alleges error in an order, requirement, decision, or determination made by an administrative official the City Planner in the enforcement of any order or ordinance pertaining to zoning (Exhibit "A"); the Zoning Ordinance.

b. Variances to chapter. to hear and decide special exceptions to the terms of the zoning ordinance when the ordinance requires the board to do so (Exhibit "B"); The Board may grant variances to the Zoning Ordinance upon finding that:

- 1) Such variance is in harmony with the intent and purpose of the comprehensive plan and this chapter;
- 2) Such variance will not substantially or permanently injure the appropriate use of adjacent property in the same district;
- 3) Such variance will not adversely affect the health, safety or general welfare of the public;

4) Such variance will not authorize the operation of a use other than those uses specifically authorized for the district in which the property for which the variance is sought is located;

5) The plight of the owner of the property for which the variance is sought is due to unique circumstances existing on the property, including but not limited to the area, shape or slope; and that the unique circumstances were not created by the owner of the property, and are not merely financial, and are not due to or the result of general conditions in the district in which the property is located; and

6) The variance is not a self-created hardship.

b.

c. ~~Special exceptions to authorize in specific cases a variance from the terms of the zoning ordinance if the variance is not contrary to the public interest and, due to special conditions, a literal enforcement of the ordinance will result in unnecessary hardship, and so that the spirit of the ordinance is observed and substantial justice is done (Exhibit "C"); and The Board may hear and decide special exceptions to the terms of the Zoning Ordinance upon finding that:~~

1) Such special exception is specifically provided for and defined in the Zoning Ordinance;

2) Such special exception is consistent with the general purpose and intent of the City's Comprehensive Plan and Zoning Ordinance;

3) Such special exception will not substantially or permanently injure the appropriate use of adjacent property in the same district; and

4) Such special exception will not adversely affect the health, safety or general welfare of the public.

c.—

d. ~~to hear and decide other matters authorized by the zoning ordinance.~~

4.2. Application ~~Required~~Requirements

Every request for action of the Board shall be filed in the Board Office on the application forms provided by the City, shall be accompanied by the prescribed fee, and shall be complete in all respects before being accepted for filing.

a. Appeal applications to be considered by the Board

i. if *not* related to a specific application, address, or project, may be initiated by:

- a person aggrieved by the decision; or
- any officer, department, board, or bureau of the municipality affected by the decision.

ii. if related to a specific application, address, or project, may be initiated by:

- a person who filed the application that is the subject of the decision;
- a person who is the owner or representative of the owner of the property that is the subject of the decision;
- a person who is aggrieved by the decision and is the owner of real property within 200 feet of the property that is the subject of the decision; or
- any officer, department, board, or bureau of the municipality affected by the decision.

b. Variance applications to be considered by the Board may be initiated by the owner of the affected property or the owner's authorized representative.

c. Special exception applications to be considered by the Board may be initiated by the owner of the affected property or the owner's authorized representative.

~~The application shall bear the signature of the owner of the property which is the subject of the request or shall be accompanied by a letter of authorization from such owner. Any application submitted to the Board for consideration shall be reviewed by the Board Office and the Chair for completeness in all respects prior to posting a notice of meeting for Board consideration.~~ An incomplete application or a communication purporting to be an application and not made in the form prescribed shall be regarded only as a notice of intent to appeal, and shall not be considered or acted upon by the Board.

4.3. Deadline for Filing Appeal Applications

Every application for an appeal of a decision of the City Planner must be filed in accordance with these rules within a reasonable time, not to exceed 90-20 days, from the date of the decision ~~was made~~.

4.4. Guidelines for Application and Decision

Every application shall include a letter and site plan or other graphics and illustrations explaining the applicant's request, along with the required non-refundable application fee. Where two or more different types of requests are included in the same application, each set of regulations established by the Zoning Ordinance shall apply to the consideration of the requests.

4.5. Decision on Appeals

The Board shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to the parties in interest, and may authorize City staff to do such. The Board shall decide such appeal within a reasonable time, but no later than 60 days from the filing of the appeal. Upon hearing of such appeal, any interested party may appear in person or by an agent or attorney.

4.5.4.6. Notice of Meetings

- a. Public notice of any appeal affecting a specific property shall be given as prescribed in the Zoning Ordinance by means of a written notice deposited in the United States mail, postage prepaid, ~~not~~ before the fifteenth (15th) day prior to the date of hearing. The notice shall identify the applicant, the location of the property in question, the nature of the request, and the applicable zoning requirements.
- b. Public notice of any appeal seeking an interpretation of a Zoning Ordinance which would apply throughout the City, shall be given by means of a legal advertisement appearing in the official newspaper of the city, ~~not~~ before the fifteenth (15th) day prior to the date of the hearing. Written notice shall also be given to the applicant and his agent provided in paragraph (a), above. The notices shall identify the applicant, the nature of the question involved, and the affected provisions of the zoning ordinance.

4.6.4.7. Consideration of Evidence

Decisions of the Board may be based on any credible evidence, including a member's own familiarity with a site. However, members of the Board should refrain from conducting independent investigations into any application and should consider only the evidence and testimony introduced at the meeting through the public hearing process and the background information presented by City staff through the information packet. Where deemed necessary, the Board may request City staff to obtain any additional relevant information for the Board's consideration.

4.7.4.8. Withdrawal of Request

Any request may be withdrawn by an applicant upon written notice to the City Planner, but no request shall be withdrawn after public notice has been given without formal consent of the Board.

5. HEARINGS AND DECISIONS

5.1. Public Hearings

Hearings on all matters on which a decision of the Board is required by law shall be open to the public. The applicant(s) may appear on their own behalf or be represented by the applicant's own counsel or agent.

5.2. Order of Business

The Chair shall call the meeting to order, and the Secretary shall record the members present and absent. The Chair shall publicly advise those present of the procedures followed in the hearing and disposition of appeals; he/she shall call each appeal in the order filed and shall announce the name of the applicant, the location of the property involved, and the nature of the request. The City Planner or designee shall publicly advise the board of any communications received. Supporting evidence for and against each case shall be presented to the board. Each case may be taken under advisement until all have been heard.

5.3. Procedures for Hearing

a. Any member of the Board should not vote on an item under Board consideration in which they have a direct personal or pecuniary interest not common to other Board members. Such conflict of interest must be declared before opening the public hearing, and any Board member whom has declared such conflict must remove themselves from the discussion and the meeting room, if possible, during item consideration.

a.b. After opening the public hearing, the Chair shall first call upon the applicant, if present, to present the applicant's case and all evidence supporting the applicant's request. A true and correct copy of all written evidence, documents, photographs, and audio or videographic evidence presented at the hearing shall be included in the record of the case.

b.c. The Chair shall then call upon those members of the public who wish to express support for the granting of the applicant's request. The Chair shall next call on those members of the public who wish to express opposition to the granting of the applicant's request. Each person who wishes to speak shall state their name and address for the record. The Chair may establish reasonable time-limits for the members of the public as deemed necessary by the Chair.

c.d. The applicant shall then be given the opportunity to rebut the arguments presented by those in opposition.

d.e. Each person speaking shall proceed without interruption by any other person, and all arguments and pleadings shall be addressed to the Board. It shall be the responsibility of the Chair to maintain order and proper decorum during the hearing. No questioning or arguments between individual witnesses will be permitted. During the hearing, no member shall argue an issue with the applicant, nor indicate the member's final vote on the applicant's request until such time as

the vote is called. Nothing herein shall be construed to prohibit a member from expressing his or her opinion as to the merits of the applicant's request or as to the existence of any hardship.

~~e.f.~~ Following the applicant's rebuttal, the Chair shall order the public hearing closed. After the hearing is closed, the members may deliberate regarding the merits of the applicant's request and may vote on a motion made and seconded with respect to the disposition of the request.

~~f.g.~~ The Board may act on any request for which the applicant fails to appear after conducting the pre-scheduled public hearing.

5.4. Board Review

The Chair may direct any question to the applicant or any persons speaking in order to bring out all relevant facts, circumstances, and conditions affecting the request, and may call for questions from other members of the Board and from the City staff. At any time prior to the time a vote is called for, the Board may call back any applicant or speaker or staff member for clarification of fact presented in the hearing or to answer one or more questions of the members of the Board.

5.5. Suspension of Rules

Any provision of these rules not governed by other law may be temporarily suspended by the affirmative votes of four (4) members or by unanimous consent.

5.6. Disposition of Cases

- a. ~~The~~ For any requests for variances or special exceptions, ~~the~~ Board may grant or deny the applicant's request as proposed. For special exceptions only, the Board may -unconditionally grant, conditionally grant, or deny an applicant's request.
- b. For any appeals of a decision of the City Planner, ~~The~~ Board may, in conformity with the provisions of state law, reverse or affirm, wholly or partly, or may modify an order, requirement, decision, or determination as ought to be made, and to that end shall have all the powers of the City Planner from whose action an appeal is taken.
- c. The Board may also defer action on any request in response to ~~the~~ an applicant's request for deferral of the action or whenever it concludes that additional evidence is needed or that alternate solutions need further study. However, a Board decision must occur no later than 60 days from the filing of the appeal.
- d. An applicant's request may be dismissed when the Board finds that the request has been improperly filed or, upon notification by the City, that permits have been issued for a conforming use or development of the property.

5.7. Participation in Deliberations and Voting

~~All members present may participate in the deliberations of each case and may directly question the applicant/agent or staff members.~~

Only the five (5) regular Board members shall vote on the case unless absence or conflict of interest prevents their participation. ~~Should any~~ If regular members ~~be are~~ unable to vote prior to consideration of an agenda item, the next ranking alternate members (see Sec. 2.3) shall ~~be selected by the Chair, in numerical order beginning with Alternate Member #1 and ending with Alternate Member #4, to participate and~~ vote in the regular members' absence for that item.

Should any member be unable to vote on any matter before the Board, he or she shall clearly acknowledge this for the record prior to the ~~vote~~ start of the public hearing, and the Presiding Officer shall clearly designate, for the record and for the audience, which of the alternate members will be voting.

5.8. Vote of Four (4) Members Required

The concurring vote of at least four (4) members ~~of the five (5) members~~ shall be necessary to grant, or to grant conditionally as applicable, any request made to the Board. When a motion to approve a request fails to receive four (4) affirmative votes, the request is denied. ~~A motion to deny a request shall pass on the vote of a simple majority of the members. Should a motion to deny fail to receive a majority vote, another motion must be made (e.g., "motion to approve", "motion to postpone", etc.) to dispose of the case. Additionally, A simple majority vote of the members shall be required to approve an alternative motion. All motions must receive a second to be considered by the Board.~~

5.9. Vote of Simple Majority Required

A motion to deny a request shall pass on the vote of a simple majority of the members. Should a motion to deny fail to receive a majority vote, another motion must be made (e.g., "motion to approve", "motion to postpone", etc.) to dispose of the case. A simple majority vote of the members shall be required to approve an alternative motion. All motions must receive a second to be considered by the Board.

6. REAPPLICATION

6.1. Reapplication for Denied Request

No application for a request that has been denied shall be again filed earlier than one (1) year from the date of original denial unless other property in the immediate

vicinity has, within the one-year period, been changed or acted on by the Board or City Council so as to alter the facts and conditions on which the previous Board action was based. Such change of circumstances shall permit the rehearing of a request by the Board prior to the expiration of one (1) year period, but such conditions shall in no way have any force in law to compel the Board, after a hearing, to grant an applicant's subsequent request. Such subsequent request shall be considered entirely on its merits and the peculiar and specific conditions related to the property on which the request is brought.

7. EXPIRATION OF GRANTED REQUEST

7.1. Expiration of Granted Request

Any special exception or variance granted by the Board shall authorize the issuance of a building permit and/or a Certificate of Occupancy, as the case may be, for a period of ninety (90) days from the date of the favorable action of the Board unless said Board shall have in its action approved a different period of time and has so shown such specific period of time in the minutes of its action. In no event, however, shall such additional time granted exceed two (2) years. If the building permit and/or Certificate of Occupancy shall not have been applied for within said ninety (90) days, or such extended period as the Board may have specifically granted, then the special exception or variance shall be deemed to have been waived and all rights thereunder terminated. ~~All applications for a request that have been denied shall be deemed to be denied with prejudice unless stated otherwise in the Board's written decision.~~

8. CERTIFICATION AND AMENDMENTS

8.1. Certified Copy

A certified copy of these rules of procedure and of any amendments thereto will be placed on record in the office of the City Secretary within ten (10) days following their date of adoption.

8.2. Repealing Clause

All previously adopted rules of procedure of the Board shall be and the same are hereby expressly repealed.

8.3. Amendment Procedure

Amendments to these rules of procedure may be ~~made recommended for City Council approval~~ by the Board at any meeting upon the affirmative vote of four (4) members, provided any such amendment is proposed at a preceding meeting and recorded on the minutes of such meeting. ~~By unanimous consent of five (5) members present, amendments may be adopted at the meeting at which they are introduced but such a. If approved by the City Council, a~~ amendments shall not become effective until the

next regular Board meeting. It is recommended that the Board review these rules ~~and~~
of procedures at least once every year.

8.4. Informal Advice

The Board or its individual members shall not consider a request (formal or informal) for advice on theoretical or actual situations that potentially may come before the Board in the future as an appeal or application.

EXHIBIT “A” INTERPRETATIONS

APPLICATION PROCEDURES

Types of Requests

The Board shall only consider requests authorized under section 211.009 of the Texas Local Government Code, as may be amended, and under the Zoning Ordinance, as follows:

to hear and decide an appeal that alleges an error in an order, requirement, decision, or determination made by an administrative official in the enforcement of any order or ordinance pertaining to zoning

Application Required

Every request for an interpretation of the Board shall be filed at the City. The application forms shall be completed in full, which will include the section of the ordinance needing interpretation, what staff's stance on the topic, then why that does not meet the ordinance, and the prescribed fee. The application shall bear the signature of the owner of the property which is the subject of the request or shall be accompanied by a letter of authorization from such owner. An incomplete application or a communication purporting to be an application and not made in the form prescribed shall be regarded only as a notice of intent to appeal, and shall not be considered or acted upon by the Board.

Deadline for Filing Application

Every application for an appeal of a decision of the City Planner must be filed in accordance with these rules within a reasonable time, not to exceed 90 days, from the date the decision was made.

Guidelines for Application and Decision

Every application shall include a letter and site plan or other graphics and illustrations explaining the applicant's request, along with the required non-refundable application fee. Where two or more different types of requests are included in the same application, each set of regulations established by the Zoning Ordinance shall apply to the consideration of the requests.

Consideration of Evidence

Decisions of the Board may be based on any credible evidence, including a member's own familiarity with a site. However, members of the Board should refrain from conducting independent investigations into any application and should consider only the evidence and testimony introduced at the meeting through the public hearing process and the background information presented by City staff through the information packet. Where deemed necessary, the Board may request City staff to obtain any additional relevant information for the Board's consideration.

EXHIBIT “B” SPECIAL EXCEPTIONS

APPLICATION PROCEDURES

Types of Requests

The Board shall only consider requests authorized under section 211.009 of the Texas Local Government Code, as may be amended, and under the Zoning Ordinance, as follows:

to hear and decide special exceptions to the terms of the zoning ordinance when the ordinance requires the board to do so

Application Required

Every request for a special exception of the Board shall be filed at the City. The application forms shall be completed in full providing the reason for the request, applicant responses to the findings of the appeal WE NEED TO CHANGE THE WORDING FOR THIS AS ZBA REQUESTED. HOW DO YOU WANT TO CLEAN IT UP? and the prescribed fee. It is noteworthy that the special exception request do not need to argue a self-created hardship. The application shall bear the signature of the owner of the property which is the subject of the request or shall be accompanied by a letter of authorization from such owner. An incomplete application or a communication purporting to be an application and not made in the form prescribed shall be regarded only as a notice of intent to appeal, and shall not be considered or acted upon by the Board.

Guidelines for Application and Decision

Every application shall include a letter and site plan or other graphics and illustrations explaining the applicant's request, along with the required non-refundable application fee. Where two or more different types of requests are included in the same application, each set of regulations established by the Zoning Ordinance shall apply to the consideration of the requests.

Consideration of Evidence

Decisions of the Board may be based on any credible evidence, including a member's own familiarity with a site. However, members of the Board should refrain from conducting independent investigations into any application and should consider only the evidence and testimony introduced at the meeting through the public hearing process and the background information presented by City staff through the information packet. Where deemed necessary, the Board may request City staff to obtain any additional relevant information for the Board's consideration.

EXHIBIT “C” VARIANCES

APPLICATION PROCEDURES

Types of Requests

The Board shall only consider requests authorized under section 211.009 of the Texas Local Government Code, as may be amended, and under the Zoning Ordinance, as follows:

to authorize in specific cases a variance from the terms of the zoning ordinance if the variance is not contrary to the public interest and, due to special conditions, a literal enforcement of the ordinance will result in unnecessary hardship, and so that the spirit of the ordinance is observed and substantial justice is done

Application Required

Every request for a variance of the Board shall be filed at the City. The application forms shall be completed in full providing the reason for the request, the applicant's responses to the findings of the appeal (Sec 118-99), and the prescribed fee. The application shall bear the signature of the owner of the property which is the subject of the request or shall be accompanied by a letter of authorization from such owner. An incomplete application or a communication purporting to be an application and not made in the form prescribed shall be regarded only as a notice of intent to appeal, and shall not be considered or acted upon by the Board.

Guidelines for Application and Decision

Every application shall include a letter and site plan or other graphics and illustrations explaining the applicant's request, along with the required non-refundable application fee. Where two or more different types of requests are included in the same application, each set of regulations established by the Zoning Ordinance shall apply to the consideration of the requests.

Consideration of Evidence

Decisions of the Board may be based on any credible evidence, including a member's own familiarity with a site. However, members of the Board should refrain from conducting independent investigations into any application and should consider only the evidence and testimony introduced at the meeting through the public hearing process and the background information presented by City staff through the information packet. Where deemed necessary, the Board may request City staff to obtain any additional relevant information for the Board's consideration.

~~ADOPTED-RECOMMENDED~~ this ____ day of _____, 202~~4~~5.

Chair, Zoning Board of Adjustment

ADOPTED this ____ day of _____, 2025.

Mayor, City of Nacogdoches

ATTESTED:

~~Aimee Cloutier~~Rhonda Lewis, ~~Board~~City Secretary

Filed in the Office of the City Secretary, City of Nacogdoches, Texas, this ____ day of _____, 202~~4~~5.

_____, ~~Rhonda Lewis, Deputy City Secretary, City of Nacogdoches, Texas~~



**CITY OF NACOGDOCHES
ZONING BOARD OF ADJUSTMENT
RULES OF PROCEDURE**

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**CITY OF NACOGDOCHES
ZONING BOARD OF ADJUSTMENT
RULES OF PROCEDURE**

1. ORGANIZATION, OFFICERS, AND STAFF

1.1. Organization

The Zoning Board of Adjustment (“Board”) shall consist of members appointed by the City Council and organized under the laws of the State of Texas and Chapter 118 of the Code of Ordinances (“Zoning Ordinance”) of the City of Nacogdoches (“City”), as may be amended.

1.2. Officers

A Chair and Vice Chair shall be elected by the Board in accordance with the Zoning Ordinance-, as may be amended. The City Manager shall designate a member of City staff to serve the Board as Secretary.

1.3. Duties

- a. The Chair shall preside at all meetings, shall decide all points of order or procedure, and shall swear in witnesses and, when necessary, compel their attendance.
- b. In the absence of the Chair, the Vice Chair shall preside. In the absence of the Chair and Vice Chair, an Acting Chair shall preside. The Acting Chair shall be a regular member whose last name is closest to the beginning of the alphabet. If no regular member is present, the next ranking alternate member (see Sec. 2.2) shall serve as Acting Chair.
- c. The Secretary shall be the custodian of the minutes and other official records, shall attend to the correspondence of the Board, and shall cause notices to be given as are required and in the manner prescribed by law.

1.4. Rules of Procedure

Rules of procedure for the Board shall be adopted, in accordance with the laws of the State of Texas and the Zoning Ordinance, by a majority vote of the Board and by approval of the City Council.

1.5. Parliamentary Procedure

Robert’s Rules of Order, Newly Revised, shall be the Board’s final authority on all questions of procedures and parliamentary law not covered by these rules of procedure. A failure to strictly adhere to the procedures set forth in Robert’s Rules of

Order shall not constitute grounds for the invalidation of any motion or order made by the Board.

1.6. City Planner

The City Planner or his/her designee shall perform the duties authorized under the Zoning Ordinance of the City of Nacogdoches and shall provide assistance to the Board as directed by the City Manager. The City Planner shall make interpretations of the provisions of the Zoning Ordinance, as may be amended, and shall present to the City Council any revisions to the Board rules of procedure as recommended by the Board.

1.7. Secretary

The Secretary shall keep minutes of Board proceedings, indicating the vote of each member on each question or the fact that a member is absent or fails to vote, and shall keep records of its examinations and other official actions in accordance with City policies and procedures.

1.8. City Attorney

The City Attorney may provide to the Board an oral or written opinion regarding any question of law, interpretation or application of these rules of procedure, or parliamentary rules, and shall review as to law any amendment to these rules of procedure prior to the amendment becoming effective.

2. MEETINGS

2.1. Attendance

All appointed members of the Board shall be required to attend scheduled meetings in person. However, the presiding officer of a Board meeting may choose to dismiss nonparticipating alternate members when meeting attendance is not deemed necessary to constitute a five-member Board.

2.2. Quorum

A quorum of not less than four (4) Board members shall be in-person at the designated meeting location when constituted as present. No proxies shall be allowed to establish a quorum or to transact business of the Board. In the absence of a quorum, the following persons (in noted order) shall call the meeting to order: Chair, Vice Chair, Acting Chair, or a City staff person (if no member is present); and announce the absence of a quorum and the adjournment of the meeting until a specific date, time, and place when the scheduled agenda items/public hearings would be resumed. Should the absence of a quorum be known in advance of a scheduled meeting, the Chair authorizes the Secretary, City Planner, or other City staff member, to preside at the meeting by rescheduling the hearing to a date certain.

2.3. Alternate Members

Alternate members are subject to all Board rules of procedure and shall participate and vote in place of any absent or recused Board member in order to constitute five (5) members as present for the duration of each meeting. Selection of alternate members shall be by rank order, as determined by a drawing conducted by the Secretary prior to the start of each Board meeting, with the lowest number being the preferred order of selection.

2.4. Remote Participation

If a total of five (5) members are not present in person for the duration of a meeting, one (1) member may participate and vote remotely by virtual platform, if such platform is made available for meeting use. Remote participation is a measure of last resort and may not be used to establish a quorum of Board members.

2.5. Agendas

An agenda shall be prepared by the Secretary for each meeting of the Board. The agenda shall include appeals and other matters scheduled for consideration by the Board. There shall be attached to the agenda a list of matters pending action by the Board. The agenda shall be posted on the official bulletin boards at Nacogdoches City Hall, 202 East Pilar, 1st Floor, Nacogdoches, Texas, 75961, pursuant to the Texas Government Code, Chapter 551, at least 72 hours before the scheduled time of the meeting.

2.6. Scheduled Meetings

- a. Regular meetings – Regular meetings shall be held on the third (3rd) Thursday of each month at 4:00 p.m. in the City Council Chambers at City Hall unless otherwise posted. If no items are scheduled for consideration by the Board, no meeting shall be held except as directed by the Chair of the Board.
- b. Special meetings – Special meetings may be called at any time by the Chair or the City Planner and shall be subject to the Open Meetings Act. The City Planner shall cause notice of the special meeting to be sent to each Board Member and shall provide any information necessary for consideration by the Board. Any case requiring a public hearing and being considered in a special meeting shall meet the notice requirements set forth in the state statutes and in the Zoning Ordinance of the City of Nacogdoches.
- c. Work sessions – The Board may schedule work sessions to address administrative matters or proposed revisions to the Board rules of procedure. These sessions are for discussion purposes only. No decisions on case-related matters shall be made.

- d. Executive sessions (closed meetings) – The Board may convene into executive session, pursuant to section 551.071 of the Texas Open Meetings Act, to seek the advice of the City Attorney about pending or contemplated litigation or to seek or receive the attorney’s advice with regard to legal issues relative to a case pending the Board’s consideration. Proper notice under the Texas Open Meetings Act is required in order for the Board to participate in executive session, and such notice shall be included in all Board agendas.

2.7. Open Meetings

All meetings of the Board, excluding executive sessions, shall be open to the public. Meetings shall be held in full compliance with the provisions of the Texas Open Meetings Act, the Zoning Ordinance, and these rules of procedure.

3. OFFICIAL RECORDS

3.1. Definition

The official records shall include these rules of procedure, and the minutes of the Board together with all findings, decisions, and other official actions. Stenographic notes of the Secretary and tape recordings of proceedings and discussions shall not constitute the official record of the Board.

3.2. Recording of Vote

The minutes of the Board’s proceedings shall show the vote of each member on each decision of the Board, or if absent or failing to vote shall indicate that fact.

3.3. Public Records

All requests and other matters coming before the Board shall be filed in the City’s records and be available for public inspection during normal business hours. Original papers of all appeals shall be retained along with other special matters as the Secretary deems essential for permanent record.

3.4. Board Office

The office of the Planning and Zoning Department shall be designated as the Board Office.

3.5. Written Decision

All decisions of the Board shall be in writing, shall indicate the decision of the Board, and shall be filed in the Board Office and, if applicable, the office of the Nacogdoches County Clerk. However, failure to timely file a decision in the Board Office shall not affect the validity of any decision.

4. APPLICATION PROCEDURES

4.1. Types of Applications

The Board shall only consider requests authorized under section 211.009 of the Texas Local Government Code, as may be amended, and under the Zoning Ordinance, as follows:

- a. *Decide appeals of City Planner's decisions.* The Board shall have the power to hear and decide an appeal that alleges error in an order, requirement, decision, or determination made by the City Planner in the enforcement of the Zoning Ordinance.
- b. *Variances to chapter.* The Board may grant variances to the Zoning Ordinance upon finding that:
 - 1) Such variance is in harmony with the intent and purpose of the comprehensive plan and this chapter;
 - 2) Such variance will not substantially or permanently injure the appropriate use of adjacent property in the same district;
 - 3) Such variance will not adversely affect the health, safety or general welfare of the public;
 - 4) Such variance will not authorize the operation of a use other than those uses specifically authorized for the district in which the property for which the variance is sought is located;
 - 5) The plight of the owner of the property for which the variance is sought is due to unique circumstances existing on the property, including but not limited to the area, shape or slope; and that the unique circumstances were not created by the owner of the property, and are not merely financial, and are not due to or the result of general conditions in the district in which the property is located; and
 - 6) The variance is not a self-created hardship.
- c. *Special exceptions.* The Board may hear and decide special exceptions to the terms of the Zoning Ordinance upon finding that:
 - 1) Such special exception is specifically provided for and defined in the Zoning Ordinance;

- 2) Such special exception is consistent with the general purpose and intent of the City's Comprehensive Plan and Zoning Ordinance;
- 3) Such special exception will not substantially or permanently injure the appropriate use of adjacent property in the same district; and
- 4) Such special exception will not adversely affect the health, safety or general welfare of the public.

4.2. Application Requirements

Every request for action of the Board shall be filed in the Board Office on the application forms provided by the City, shall be accompanied by the prescribed fee, and shall be complete in all respects before being accepted for filing.

a. Appeal applications to be considered by the Board

- i. if not related to a specific application, address, or project, may be initiated by:
 - a person aggrieved by the decision; or
 - any officer, department, board, or bureau of the municipality affected by the decision.
- ii. if related to a specific application, address, or project, may be initiated by:
 - a person who filed the application that is the subject of the decision;
 - a person who is the owner or representative of the owner of the property that is the subject of the decision;
 - a person who is aggrieved by the decision and is the owner of real property within 200 feet of the property that is the subject of the decision; or
 - any officer, department, board, or bureau of the municipality affected by the decision.

b. Variance applications to be considered by the Board may be initiated by the owner of the affected property or the owner's authorized representative.

c. Special exception applications to be considered by the Board may be initiated by the owner of the affected property or the owner's authorized representative.

Any application submitted to the Board for consideration shall be reviewed by the Board Office and the Chair for completeness in all respects prior to posting a notice of meeting for Board consideration. An incomplete application or a communication purporting to be an application and not made in the form prescribed shall be regarded only as a notice of intent to appeal, and shall not be considered or acted upon by the Board.

4.3. Deadline for Filing Appeal Applications

Every application for an appeal of a decision of the City Planner must be filed in accordance with these rules within a reasonable time, not to exceed -20 days from the date of the decision.

4.4. Guidelines for Application and Decision

Every application shall include a letter and site plan or other graphics and illustrations explaining the applicant's request, along with the required non-refundable application fee. Where two or more different types of requests are included in the same application, each set of regulations established by the Zoning Ordinance shall apply to the consideration of the requests.

4.5. Decision on Appeals

The Board shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to the parties in interest, and may authorize City staff to do such. The Board shall decide such appeal within a reasonable time, but no later than 60 days from the filing of the appeal. Upon hearing of such appeal, any interested party may appear in person or by an agent or attorney.

4.6. Notice of Meetings

- a. Public notice of any appeal affecting a specific property shall be given as prescribed in the Zoning Ordinance by means of a written notice deposited in the United States mail, postage prepaid, before the fifteenth (15th) day prior to the date of hearing. The notice shall identify the applicant, the location of the property in question, the nature of the request, and the applicable zoning requirements.
- b. Public notice of any appeal seeking an interpretation of a Zoning Ordinance which would apply throughout the City, shall be given by means of a legal advertisement appearing in the official newspaper of the city, before the fifteenth (15th) day prior to the date of the hearing. Written notice shall also be given to the applicant and his agent provided in paragraph (a), above. The notices shall identify the applicant, the nature of the question involved, and the affected provisions of the zoning ordinance.

4.7. Consideration of Evidence

Decisions of the Board may be based on any credible evidence, including a member's own familiarity with a site. However, members of the Board should refrain from conducting independent investigations into any application and should consider only the evidence and testimony introduced at the meeting through the public hearing process and the background information presented by City staff through the

information packet. Where deemed necessary, the Board may request City staff to obtain any additional relevant information for the Board's consideration.

4.8. Withdrawal of Request

Any request may be withdrawn by an applicant upon written notice to the City Planner, but no request shall be withdrawn after public notice has been given without formal consent of the Board.

5. HEARINGS AND DECISIONS

5.1. Public Hearings

Hearings on all matters on which a decision of the Board is required by law shall be open to the public. The applicant(s) may appear on their own behalf or be represented by the applicant's own counsel or agent.

5.2. Order of Business

The Chair shall call the meeting to order, and the Secretary shall record the members present and absent. The Chair shall publicly advise those present of the procedures followed in the hearing and disposition of appeals; he/she shall call each appeal in the order filed and shall announce the name of the applicant, the location of the property involved, and the nature of the request. The City Planner or designee shall publicly advise the board of any communications received. Supporting evidence for and against each case shall be presented to the board. Each case may be taken under advisement until all have been heard.

5.3. Procedures for Hearing

- a. Any member of the Board should not vote on an item under Board consideration in which they have a direct personal or pecuniary interest not common to other Board members. Such conflict of interest must be declared before opening the public hearing, and any Board member whom has declared such conflict must remove themselves from the discussion and the meeting room, if possible, during item consideration.
- b. After opening the public hearing, the Chair shall first call upon the applicant, if present, to present the applicant's case and all evidence supporting the applicant's request. A true and correct copy of all written evidence, documents, photographs, and audio or videographic evidence presented at the hearing shall be included in the record of the case.
- c. The Chair shall then call upon those members of the public who wish to express support for the granting of the applicant's request. The Chair shall next call on

those members of the public who wish to express opposition to the granting of the applicant's request. Each person who wishes to speak shall state their name and address for the record. The Chair may establish reasonable time-limits for the members of the public as deemed necessary by the Chair.

- d. The applicant shall then be given the opportunity to rebut the arguments presented by those in opposition.
- e. Each person speaking shall proceed without interruption by any other person, and all arguments and pleadings shall be addressed to the Board. It shall be the responsibility of the Chair to maintain order and proper decorum during the hearing. No questioning or arguments between individual witnesses will be permitted. During the hearing, no member shall argue an issue with the applicant, nor indicate the member's final vote on the applicant's request until such time as the vote is called. Nothing herein shall be construed to prohibit a member from expressing his or her opinion as to the merits of the applicant's request or as to the existence of any hardship.
- f. Following the applicant's rebuttal, the Chair shall order the public hearing closed. After the hearing is closed, the members may deliberate regarding the merits of the applicant's request and may vote on a motion made and seconded with respect to the disposition of the request.
- g. The Board may act on any request for which the applicant fails to appear after conducting the pre-scheduled public hearing.

5.4. Board Review

The Chair may direct any question to the applicant or any persons speaking in order to bring out all relevant facts, circumstances, and conditions affecting the request, and may call for questions from other members of the Board and from the City staff. At any time prior to the time a vote is called for, the Board may call back any applicant or speaker or staff member for clarification of fact presented in the hearing or to answer one or more questions of the members of the Board.

5.5. Suspension of Rules

Any provision of these rules not governed by other law may be temporarily suspended by the affirmative votes of four (4) members or by unanimous consent.

5.6. Disposition of Cases

- a. For any requests for variances or special exceptions, the Board may grant or deny the applicant's request as proposed. For special exceptions only, the Board may unconditionally grant, conditionally grant, or deny an applicant's request.

- b. For any appeals of a decision of the City Planner, the Board may, in conformity with the provisions of state law, reverse or affirm, wholly or partly, or may modify an order, requirement, decision, or determination as ought to be made, and to that end shall have all the powers of the City Planner from whose action an appeal is taken.
- c. The Board may also defer action on any request in response to an applicant's request for deferral of the action or whenever it concludes that additional evidence is needed or that alternate solutions need further study. However, a Board decision must occur no later than 60 days from the filing of the appeal.
- d. An applicant's request may be dismissed when the Board finds that the request has been improperly filed or, upon notification by the City, that permits have been issued for a conforming use or development of the property.

5.7. Participation in Deliberations and Voting

Only the five (5) regular Board members shall vote on the case unless absence or conflict of interest prevents their participation. If regular members are unable to vote prior to consideration of an agenda item, the next ranking alternate members (see Sec. 2.3) shall participate and vote in the regular members' absence for that item.

Should any member be unable to vote on any matter before the Board, he or she shall clearly acknowledge this for the record prior to the start of the public hearing, and the Presiding Officer shall clearly designate, for the record and for the audience, which of the alternate members will be voting.

5.8. Vote of Four (4) Members Required

The concurring vote of at least four (4) members shall be necessary to grant, or to grant conditionally as applicable, any request made to the Board. When a motion to approve a request fails to receive four (4) affirmative votes, the request is denied.

5.9. Vote of Simple Majority Required

A motion to deny a request shall pass on the vote of a simple majority of the members. Should a motion to deny fail to receive a majority vote, another motion must be made (e.g., "motion to approve", "motion to postpone", etc.) to dispose of the case. A simple majority vote of the members shall be required to approve an alternative motion. All motions must receive a second to be considered by the Board.

6. REAPPLICATION

6.1. Reapplication for Denied Request

No application for a request that has been denied shall be again filed earlier than one (1) year from the date of original denial unless other property in the immediate vicinity has, within the one-year period, been changed or acted on by the Board or City Council so as to alter the facts and conditions on which the previous Board action was based. Such change of circumstances shall permit the rehearing of a request by the Board prior to the expiration of one (1) year period, but such conditions shall in no way have any force in law to compel the Board, after a hearing, to grant an applicant's subsequent request. Such subsequent request shall be considered entirely on its merits and the peculiar and specific conditions related to the property on which the request is brought.

7. EXPIRATION OF GRANTED REQUEST

7.1. Expiration of Granted Request

Any special exception or variance granted by the Board shall authorize the issuance of a building permit and/or a Certificate of Occupancy, as the case may be, for a period of ninety (90) days from the date of the favorable action of the Board unless said Board shall have in its action approved a different period of time and has so shown such specific period of time in the minutes of its action. In no event, however, shall such additional time granted exceed two (2) years. If the building permit and/or Certificate of Occupancy shall not have been applied for within said ninety (90) days, or such extended period as the Board may have specifically granted, then the special exception or variance shall be deemed to have been waived and all rights thereunder terminated.

8. CERTIFICATION AND AMENDMENTS

8.1. Certified Copy

A certified copy of these rules of procedure and of any amendments thereto will be placed on record in the office of the City Secretary within ten (10) days following their date of adoption.

8.2. Repealing Clause

All previously adopted rules of procedure of the Board shall be and the same are hereby expressly repealed.

8.3. Amendment Procedure

Amendments to these rules of procedure may be recommended for City Council approval by the Board at any meeting upon the affirmative vote of four (4) members, provided any such amendment is proposed at a preceding meeting and recorded on the minutes of such meeting. . If approved by the City Council, amendments shall not

become effective until the next regular Board meeting. It is recommended that the Board review these rules of procedure at least once every year.

8.4. Informal Advice

The Board or its individual members shall not consider a request (formal or informal) for advice on theoretical or actual situations that potentially may come before the Board in the future as an appeal or application.

RECOMMENDED this ____ day of _____, 2025.

Chair, Zoning Board of Adjustment

ADOPTED this ____ day of _____, 2025.

Mayor, City of Nacogdoches

ATTESTED:

Rhonda Lewis, City Secretary

Filed in the Office of the City Secretary, City of Nacogdoches, Texas, this ____ day of _____, 2025.