



July 1, 2025

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

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

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

1. CALL TO ORDER.
2. PLEDGE OF ALLEGIANCE.
3. OPEN FORUM. Open Forum is an opportunity for citizens to address the City Council about items listed on the agenda, as well as on matters that are not specifically listed on the agenda. Alternatively, a citizen may address the City Council about an agenda item when the item comes up for consideration during the meeting. In order to address the City Council, please complete the Public Comment Form and submit it to the City Secretary prior to the start of the meeting. In accordance with the Texas Open Meetings Act, the City Council will not discuss, deliberate, or make any decisions on items not listed on the agenda. Comments are limited to 3 minutes per person.
4. ITEMS TO BE REMOVED FROM CONSENT AGENDA.
5. CONSENT AGENDA: Items included under Consent Agenda require little or no deliberation by Council. Approval of Consent Agenda authorizes the City Manager or his designee to proceed with conclusion of each in accordance with staff recommendations as reflected in the minutes of this meeting.
 - A. Consider approval of minutes for the regular meetings held on June 3, 2025, and June 17, 2025, and the special meeting held on June 10, 2025. (Interim City Secretary)
 - B. Consider approval of a contract by and between the City of Nacogdoches and Two Fifteen Consulting for professional engineering services for Earnest McLain Road and Utility Improvements Project for a total amount of \$145,250.00. (Director of Public Works/City Engineer)
 - C. Consider authorization for the execution of tax resale deeds related to the following properties located in the City of Nacogdoches: (1) Property ID #32747 (827 Richmond Street); (2) Property ID #28772 (1121 Harris Street); (3) Property ID #28659 (Cotton Street); (4) Property ID #25999 (2015 Terry Street); (5) Property ID #24445 (810 S. Shawnee Street); (6) Property ID #23669 (N. Sanders Street); (7)

Property ID #31349 (Arthur Weaver Street); and (8) Property ID #25209 (1021 Cottonwood Street). (City Attorney)

- D. Consider acceptance of the 2025 Texas Book Festival Collection Development grant in the amount of \$2,500.00. (Community Services Director)
- 6. REGULAR AGENDA: City Council will receive staff recommendations and public input on the following items, and may deliberate and take formal action on the item.
 - A. Discuss, consider, and act upon awarding a depository services contract to Cadence Bank and authorizing the City Manager to execute the contract and all necessary agreements. (Accounting Manager)
 - B. Receive a presentation and hold a discussion regarding the establishment of a Type B Economic Development Corporation. (Executive Director of Economic Development)
- 7. ADJOURN.


Karen Hadnot
Interim 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 June 26, 2025 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.

Karen Hadnot, Interim City Secretary



City Council Meeting

Date: July 1, 2025

Agenda Item: 5.A.

PRESENTER:

ITEM/SUBJECT: Consider approval of minutes for the regular meetings held on June 3, 2025, and June 17, 2025, and the special meeting held on June 10, 2025. (Interim City Secretary)

SUMMARY/BACKGROUND: This item includes draft minutes for the City Council regular meetings held on June 3, 2025, and June 17, 2025, and special meeting held on June 10, 2025.

FINANCIAL:

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

CITY CONTACT: Karen Hadnot, Interim City Secretary

ATTACHMENTS:

1. Draft Minutes 06.03.2025
2. Draft Minutes 06.10.2025
3. Draft Minutes 06.17.2025



**Regular Meeting Minutes
Nacogdoches City Council
June 3, 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:

Velma Douglas residing at 1207 Cottonwood Street expressed her concern about the road conditions on Cottonwood Street. Douglas stated while the City has made repairs in the past, it doesn't last.

Jose Pena addressed the public with his concerns about the violence occurring in Eastwood Terrace. He emphasized the need to eliminate the negative elements within the community to prevent it from being destroyed. Pena elaborated on various issues currently affecting the Eastwood Terrace Apartment Complex that should not be happening.

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 Ashley Morgan came forward and gave a brief history on Sherry Morgan's service and community impact. Councilmember Kathleen Belanger noted that Sherry Morgan contributed much to Nacogdoches' tourism activities.

- B. Celebrate an engagement on the Downtown Square via a commemorative brick proposal.

Morgan recognized a local couple, Henry and Aneka, who used commemorative Downtown bricks for a marriage proposal. They created a brick with the proposal written on it and another brick showing the affirmative response.

5. ITEMS TO BE REMOVED FROM THE CONSENT AGENDA:

There were no items removed from the Consent Agenda.

6. CONSENT AGENDA:

Councilmember Belanger moved to approve the Consent Agenda as presented. Councilmember Williams duly seconded the motion, and the motion carried unanimously.

7. REGULAR AGENDA:

- A. Receive a presentation from the Goodman Corporation regarding and update on downtown project planning, development, funding and implementation.

Executive Director of Development and Infrastructure Mike Neu gave an update on the status of the City's downtown implementation strategy and introduced Elizabeth Whitton of The Goodman Corporation (TGC). Whitton provided updates on TGC's consultant work to-date, as well as the items remaining in their scope of work with the City. No action taken.

- 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.

Neu presented proposed amendments to the Zoning Board of Adjustment (ZBA) rules of procedure document, which was considered and recommended by ZBA on May 15, 2025.

Councilmember Belanger made a motion to approve the ZBA rules of procedure document as presented. Councilmember Williams duly seconded the motion, and the motion carried unanimously.

8. EXECUTIVE SESSION:

- 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.

Mayor Johnson convened City Council into executive session at 6:22 p.m.

Mayor Johnson called the regular meeting to order at 6:42 p.m. Councilmember Huckaby motioned to ratify City Manager Rick Beverlin’s appointments of Juan Pollette as City Planner and Mike Neu as Executive Director of Development and Infrastructure. Councilmember Maule duly seconded the motion, and the motion carried unanimously.

9. ADJOURNED:

Mayor Johnson adjourned the meeting at 6:44 p.m.

Video Archive: A video recording of the Regular City Council Meeting held on June 3, 2025, may be viewed online at <https://nacogdochestx.new.swagit.com/videos/344628>.

ATTEST:

Randy Johnson, Mayor
City Council
City of Nacogdoches

Karen Hadnot, Interim City Secretary



Special Meeting
Nacogdoches City Council
June 10, 2025 – 4:30 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 4:30 p.m.

2. Pledge of Allegiance.

3. OPEN FORUM:

There were no public comments.

4. REGULAR AGENDA:

There were no items.

5. EXECUTIVE SESSION:

- A. Real Property – Pursuant to Texas Government Code Section 551.072, a governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person. The subject of this Executive Session is to discuss possible procurement, utilization, and/or conveyance of City facilities.

Mayor Johnson convened City Council into Executive Session at 4:32 p.m.

Mayor Johnson called the regular meeting back to order. No action taken.

6. ADJOURN:

Mayor Johnson adjourned the meeting.

Video Archive: A video recording of the Special City Council Meeting held on June 10, 2025, may be viewed online at <https://nacogdochestx.new.swagit.com/videos/345263>.

ATTEST:

Randy Johnson, Mayor
City Council
City of Nacogdoches

Karen Hadnot, Interim City Secretary



Regular Session
Nacogdoches City Council
June 17, 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 public comments.

4. AWARDS AND RECOGNITIONS:

A. Planning and Zoning Commissioner Recognition.

Councilmember Belanger recognized Ruth Carroll for serving on the Planning and Zoning Commission, as well as her contributions to the City of Nacogdoches over the last 40 years.

B. Presentation of a Proclamation declaring June 12, 2025, as Women Veterans Day in the City of Nacogdoches.

Mayor Johnson presented the proclamation to U.S. military service members in attendance.

5. ITEMS TO BE REMOVED FROM THE CONSENT AGENDA:

Councilmember Maule requested the removal of Item 6.E. for discussion.

6. CONSENT AGENDA:

Councilmember Belanger moved to approve the Consent Agenda, as amended. Councilmember Huckabee seconded. The motion passed unanimously.

E. Consider approval of an agreement by and between the City of Nacogdoches and ETX Park Fund #1 LP for reimbursement of a gravity sanitary sewer line installation to serve one (1) parcel of land approximately 1.87 acres ± in size, more particularly described by Nacogdoches Central Appraisal District Parcel 26834, and generally located on Park Street near the intersection of Park Street and Martinsville Street; in a not-to-exceed amount of \$87,295.00.

City Engineer/Public Works Director Case Opperman provided a summary of the reimbursement request for the extension of 500 feet of sanitary sewer infrastructure. He noted that reimbursement would be contingent upon the project meeting City design standards and passing inspection. He confirmed that the budget currently allows for this reimbursement, pending Council approval. Kimberly Bradshaw, representing ETX Park Fund #1 LP, explained the property was purchased in 2021 for residential development. She noted plans to construct four triplex units targeting young professionals, estimating an \$80,000 annual increase in property tax revenue, and that one lot has been sold, with two others currently being marketed.

Following discussion, Councilmember Maule moved to approve the agreement. Councilmember Huckabee seconded. The motion passed unanimously.

7. REGULAR AGENDA:

A. Receive a presentation and consider approval of a Bond Ordinance by Hilltop Securities.

Director of Finance Todd Simoneaux introduced John Martin of Hilltop Securities. Martin reported that the City received an “A” bond rating and discussed the results of competitive bond bidding. Wells Fargo offered the lowest interest rate at 4.38 percent. He reviewed the sources and uses of funds and debt service projections, estimated at \$2 million to \$3 million annually. Executive Director of Development and

Infrastructure Mike Neu explained that a portion of the \$30 million in bonds will fund the design of the Lanana Creek and Banita Creek sewer main projects, and the remainder will fund other planned water and wastewater projects approved in the Fiscal Year 2025 Capital Improvement Program.

No action was taken. Mayor Johnson moved the consideration of agenda Item 7.L. to follow 7.A.

- L. Consider approval of an ordinance after any discussion of the Waterworks and Sewer System Revenue Bonds, Series 2025.

Councilmember Huckabee moved to approve the ordinance. Councilmember Williams seconded. Motion carried unanimously.

- B. Public Hearing: Discuss and consider action on Zoning Case ZON2025-07 regarding a zone change from B-2, General Business to R-2, Single Family Residential district for one (1) parcel of land approximately 0.34 acres ± in size, more particularly described by Nacogdoches Central Appraisal District Parcel 23897; and generally located east of Old Tyler Road approximately 0.50 miles north of the intersection of Powers Street and Old Tyler Road.

City Planner Juan Pollette presented a rezoning request for 0.34 undeveloped acres surrounded by mixed uses. The request aligns with the Future Land Use Plan for single-family residential development. Of the 17 notices sent to nearby property owners, one response was received regarding a sewer line concern, which was since resolved. Planning and Zoning Commission recommended approval on June 9, 2025.

Mayor Johnson opened the public hearing. There were no public comments, and the public hearing was closed.

Councilmember Maule requested clarification on R-1 vs. R-2 zoning, which Pollette provided.

Councilman Maule moved to approve the request. Councilman Huckabee seconded. Motion passed unanimously.

- C. Public Hearing: Discuss and consider action on Zoning Case ZON2025-08 regarding a zone change from I-1, Light Industrial, to R-4, Multi-family district for two (2) parcels of land approximately 1.16 acres ± in size, more particularly described by Nacogdoches Central Appraisal District Parcels 23169 and 23166; and a zone change from B-2, General Business to R-4, Multi-family for one parcel of land approximately 0.25 acres ± in size, more particularly described by Nacogdoches Central Appraisal District Parcel 23167; and generally located on the west side of South Pecan Street, approximately 500 feet west of the intersection of South Pecan Street and South Fredonia Street.

Pollette presented a rezoning request for three parcels, one zoned B-2 and two zoned I-1, located in the FEMA floodplain. Any future development must be elevated two feet above the flood level. A total of 36 notices were mailed; no responses were received. Planning and Zoning Commission recommended approval on June 9, 2025.

Mayor Johnson opened the public hearing. There were no public comments, and the public hearing was closed.

Councilmember Belanger moved to approve the request. Councilmember Maule seconded. Motion passed unanimously.

- D. Consider approval of a contract by and between the City of Nacogdoches and Drewery Construction Co., Inc. for the 2025 Street Paving Project in the total amount of \$2,180,788.60.

Case Opperman reported that \$2.1 million remains from the first tranche of the 2023 bonds. The proposed contract includes reconstructing five streets, milling and overlaying eight streets, and resurfacing fifteen streets. Opperman noted fly ash is the preferred material. Drewery Construction submitted the lowest bid at \$2,180,788.68. Councilmember Belanger asked about the project timeline. Opperman noted work could begin in July following the pre-construction meeting. Council and staff discussed public communication plans and project updates on the City website.

Councilmember Huckabee moved to award the bid to Drewery Construction. Councilmember Maule seconded. Motion passed unanimously.

- E. Consider approval of an ordinance of the City of Nacogdoches, Texas amending Chapter 86 – "Streets, Sidewalks and Other Public Places", Article II - "Public Places", of the Code of Ordinances of the City of Nacogdoches, Texas; Providing a Severability Clause; Providing a Continuation Clause; Providing a Repeal Clause; and Providing an Effective Date.

City Attorney Jerry Baker presented amendments to Chapter 87-26 regarding unauthorized camping. Changes include clarified definitions and procedures for handling property. Property may now be held for 30 days unless deemed a health or safety hazard. Council and staff discussed enforcement logistics and storage capacity for confiscated items. Chief Weems noted the evidence room is at capacity under current ordinance conditions.

Councilmember Belanger moved to approve the ordinance amendments. Councilmember Maule seconded. Motion passed unanimously.

- F. Discuss and consider Field Lease Agreement by and between the City of Nacogdoches and Nacogdoches Sports and Entertainment, LLC.

Community Services Director Jessica Sowell presented a usage agreement for the Mid America Baseball Summer League. She noted separate agreements would be needed with SFA for maintenance and with Little League for concession operations. Mayor Johnson stated his endorsement of the program as a valuable opportunity for the community.

Mayor Johnson moved to approve the agreement. Councilmember Maule seconded. Motion passed unanimously.

- G. Consider approval of the purchase of an Interview Recording System and approval by and between Nacogdoches Police Department and Motorola Solutions.

Chief Scott Weems requested approval for purchasing upgraded cameras for the interview room, replacing 16-year-old equipment. The vendor will honor a reduced price due to a prior quote error.

Mayor Johnson moved to approve the purchase. Councilmember Belanger seconded. Motion passed unanimously.

- H. Discuss, update and consider adoption of updated City of Nacogdoches Public Event Guidelines.

Jessica Sowell reviewed updates to the City's event guidelines, including language clarifying rental types, alcohol permits (City Manager discretion), and road closures. Council discussed event definitions and agreed to restrict road closures to City-sponsored events only.

Councilmember Belanger moved to approve the revised guidelines with the discussed definition and effective date. Councilmember Huckabee seconded. Motion passed unanimously.

- I. Consider appointing members to the Deep East Texas Council of Governments (DETCOG) Board of Directors.

Mayor Johnson moved to appoint Councilmembers Maule, Belanger, Williams, and Huckabee to the DETCOG Board. Councilmember Maule seconded. Motion passed unanimously.

- J. Consider approval of a contract by and between the City of Nacogdoches and ENVIROdredge for the 2025 WWTP Equalization Basin Sediment Removal Project utilizing TIPS Cooperative Purchasing Contract (ENVIROdredge 241001 JOC) in the amount of \$530,364.00.

Assistant City Engineer Jason Vickery presented a contract for pond dredging, noting the project has never been performed before. The work is budgeted and expected to mitigate overflow during heavy rain events. The estimated dredging depth is between 1-1.5 feet.

Councilmember Belanger moved to approve the contract. Councilmember Huckabee seconded. Motion passed unanimously.

- K. Amendment of Eaton 380 agreement to extend construction deadlines and set a limitation for valuation triggering allowance of property tax protest.

Economic Development Director Larissa Philpot-Brown presented a proposed amendment to the Eaton agreement. The changes include modifying the tax protest clause to allow for limited protests, up to 10% over five years, capped at 50%.

Councilmember Huckabee moved to approve the resolution. Councilmember Belanger seconded. Motion passed unanimously.

8. ADJOURN:

Mayor Johnson adjourned the meeting at 7:24 p.m.

Video Archive: A video recording of the Regular City Council Meeting held on June 17, 2025, may be viewed online at <https://nacogdochestx.new.swagit.com/videos/346070>.

ATTEST:

Randy Johnson, Mayor
City Council
City of Nacogdoches

Karen Hadnot, Interim City Secretary

PRESENTER: Case Opperman, Director of Public Works

ITEM/SUBJECT: Consider approval of a contract by and between the City of Nacogdoches and Two Fifteen Consulting for professional engineering services for Earnest McLain Road and Utility Improvements Project for a total amount of \$145,250.00. (Director of Public Works/City Engineer)

SUMMARY/BACKGROUND: With current and anticipated future development along Earnest McLain Road and I-69, staff has discussed the need to upgrade Earnest McLain Road, especially considering truck traffic which will be utilizing the roadway beyond its current low-volume residential use. It is currently an oil-sand, open ditch road which is approx. 14–16 feet wide and even narrower in some places, allowing only one vehicle to comfortably travel the roadway. The construction of the new warehouse facility on the west end of Earnest McLain at I-69 included construction of the new 32-foot-wide Wildcreek Road between Industrial Drive and Earnest McLain Road, as well as upgrade of Earnest McLain between I-69 and Wildcreek Road to 32-foot-wide with curb and gutter. Upgrades to the remainder of Earnest McLain Road between Wildcreek Road and North Street would be designed under this proposed contract and could include upgrades to the existing water and sewer infrastructure, which will also be evaluated and designed under this contract. Two Fifteen Consulting has given the City a proposal for those services which would include design surveying, preliminary and final design, easement documents for any additional right-of-way needed, and bidding and construction phase services for improvements.

The fee breakdown for services is as follows:

Design Survey	\$ 19,500.00
Preliminary Design	\$ 15,500.00
Final Design	\$ 55,000.00
Bidding Phase	\$ 6,750.00 (Hourly)
Construction Phase	\$ 34,500.00 (Hourly)
Easement Docs (\$2,000/ea x 7)	\$ 14,000.00 (Total)
Total \$ 145,250.00	

Funds are budgeted for this contract as part of the current Fiscal Year 2025 Capital Improvement Program.

FINANCIAL:

Item is budgeted:

Account No.: 01.86 680.30

Account Name: *Committed Reserves – Street Capital Expense*

Amount: \$ 72,625.00

Account No.: 30.36 680.97
Account Name: *Water Production – CIP*
Amount: \$ 36,312.50

Account No.: 30.39 680.97
Account Name: *Wastewater Treatment – CIP*
Amount: \$ 36,312.50

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

Infrastructure

CITY CONTACT: Case Opperman, Director of Public Works/City Engineer

ATTACHMENTS: 1. Contract

**CITY OF NACOGDOCHES
ARCHITECTURAL & ENGINEERING
PROFESSIONAL SERVICES CONTRACT**

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

**ARTICLE I
Scope of Services**

- 1.01 In consideration of the compensation stated in paragraph 2.01 below, the Consultant agrees to provide the City with the professional services as described in **Exhibit A**, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows: **Earnest McLain Road and Utility Improvements Project** (the “Project”).

**ARTICLE II
Payment**

- 2.01 In consideration of the Consultant’s provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Consultant according to the terms set forth in **Exhibit B**. Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed **One Hundred Forty-Five Thousand Two Hundred Fifty and 00/100 Dollars (\$ 145,250.00)**.

**ARTICLE III
Time of Performance and Construction Cost**

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

- 3.02 **Time is of the essence of this Contract.** The Consultant shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified. Promptly after the execution of this Contract, the Consultant shall prepare and submit for the City to approve in writing, a detailed schedule for the performance of the Consultant's services to meet the City's project milestone dates which are included in this Contract. The Consultant's schedule shall include allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the Project. The schedule will also specify payment milestones associated with design tasks.
- 3.03 The Consultant's services consist of all of the services required to be performed by Consultant, Consultant's employees and Consultant's sub-consultants under the terms of this Contract. Such services include normal civil, structural, mechanical and electrical engineering services, plumbing, food service, acoustical and landscape services, and any other design services that are normally or customarily furnished and reasonably necessary for the Project. The Consultant shall contract and employ at its expense sub-consultants necessary for the design of the Project, and such sub-consultants shall be licensed as required by the State of Texas and approved in writing by the City.
- 3.04 The Consultant shall designate a principal of the firm reasonably satisfactory to the City who shall, for so long as acceptable to the City, be in charge of Consultant's services to be performed hereunder through to completion, and who shall be available for general consultation throughout the Project. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by the City, prior to replacement.
- 3.05 Consultant shall be responsible for the coordination of all drawings and design documents relating to Consultant's design and used on the Project, regardless of whether such drawings and documents are prepared by Consultant. Consultant shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through Consultant and for its compliance with all applicable codes, ordinances, regulations, laws and statutes.
- 3.06 Consultant's evaluations of the City's project budget and the preliminary estimates of construction cost and detailed estimates of construction cost represent the Consultant's best judgment as a design professional familiar with the construction industry.

ARTICLE IV

Conceptual Design

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

- 4.02 The Consultant shall determine the Project needs, including, but not limited to, tests, analyses, reports, site evaluations, surveys, comparisons with other municipal projects, review of budgetary constraints and other preliminary investigations necessary for the Project. Consultant shall verify the observable existing conditions of the Project and verify any existing as-built drawings. Consultant shall confirm that the Project can be designed and constructed within the time limits outlined in this Contract. Consultant shall prepare a detailed design phase schedule which includes all review and approval periods during the project phases from Conceptual Design to Construction, design development and construction document phases. Consultant shall confirm that the Project can be designed and constructed for the dollar amount of the Project budget, if applicable. Consultant shall generally review the City's available budget for the Project and provide an early opinion of the adequacy of funds for the intended scope of work.
- 4.03 The Consultant shall prepare a Conceptual Design that shall include preliminary schematic layouts, alternative ideas, surveys, sketches and exhibits demonstrating the considerations involved in the Project. The Conceptual Design shall contemplate compliance with all applicable laws, statutes, ordinances, codes and regulations. Upon the City's request, the Consultant shall meet with City staff and/or City Council to make a presentation of its report.

ARTICLE V

Preliminary Design

- 5.01 The City shall direct the Consultant to commence work on the Preliminary Design by sending to the Consultant a letter of authorization to begin work on the Preliminary Design pursuant to this Contract. Upon receipt of the letter of authorization to commence Preliminary Design, the Consultant shall meet with the City for the purpose of determining the extent of any revisions to the Conceptual Design.
- 5.02 The Consultant shall prepare the Preliminary Design of the Project, including, but not limited to, the preliminary drawings and specifications and other documents to fix and describe the size and character of the Project as to civil, architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. The Consultant shall submit to the City a detailed estimate of the construction costs of the Project, based on current area, volume, or other unit costs. This estimate shall also indicate costs for allowances, contingencies, fees, permits, and all other costs involved in constructing the Project and the time required for construction of the Project from commencement to final completion.
- 5.03 Upon completion of the Preliminary Design of the Project, the Consultant shall so notify the City. Upon request the Consultant shall provide a Preliminary Engineering Report and meet with the City staff and/or City Council to make a presentation of its Preliminary Design of the Project. The Consultant shall provide an explanation of the Preliminary Design and cost estimate and shall verify that, to the best of Consultant's belief, the Project requirements and construction can be completed within the Project budget and schedule.

ARTICLE VI

Final Design

- 6.01 The City shall direct the Consultant to commence work on the Final Design of the Project by sending to the Consultant a letter of authorization to begin work on the Final Design phase of the Project. Upon receipt of the Letter of Authorization to proceed with Final Design of the Project, the Consultant shall immediately prepare the Final Design, including, but not limited to, the bid documents, contract, drawings, and specifications, to fix and describe the size and character of the Project as to civil, structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate. The Final Design of the Project shall comply with all applicable laws, statutes, ordinances, codes and regulations.
- 6.02 Notwithstanding the City's approval of the Final Design, the Consultant warrants that the Final Design will be sufficient and adequate to fulfill the purposes of the Project. Additionally, Consultant will provide technical criteria, written descriptions and design data for the City's use in filing applications for permits from other governmental authorities or entities. Consultant shall assist the City in the preparation of permits and consultations with other entities having jurisdiction over the Project.
- 6.03 The Consultant shall prepare and separately seal the special provisions, the technical specifications, and bid proposal form(s) in conformance with the City's current pre-approved, "Standard Form of Construction Agreement" for the construction contract between the City and the construction contractor. The Consultant hereby agrees that no changes, modifications, supplementations, alterations, or deletions will be made to the City's standard form without the prior written approval of the City.
- 6.04 The Consultant shall provide the City with complete construction design plans and contract documents sufficient to be advertised for bids by the City. The contract documents shall include the design and specifications and other changes that are required to fulfill the purpose of the Project. Upon completion of the Final Design of the Project, with the submission of the complete contract documents, and upon request of the City, the Consultant shall meet with City staff and/or the City Council to present the Final Design of the Project. The Consultant shall provide an explanation of the Final Design and cost estimate.

ARTICLE VII

Bid Preparations & Evaluation

- 7.01 The Consultant shall assist the City in advertising for and obtaining bids or negotiating proposals for the construction of the Project. Upon request, the Consultant shall meet with City staff and/or the City Council to present, and make recommendations on, the bids submitted for the construction of the Project.
- 7.02 The Consultant shall review the construction contractors' bids, including subcontractors, suppliers, and other persons required for completion of the Project. The Consultant shall

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

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

ARTICLE VIII

Construction Administration

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

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

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

- ~~a. The RPR will generally deal directly with the contractor and report to the Consultant, who in turn will report to the City. The RPR works under the direction of the Consultant. The RPR may communicate directly with the City, but only with the knowledge of the Consultant.~~
- ~~b. The RPR will not normally direct the work of the contractor but shall observe its compliance with the plans and specifications and report such directly to the Consultant. The RPR can communicate any concerns directly to the contractor, but all observed conditions will always be given to the Consultant as well.~~
- ~~c. If the RPR observes unsafe conditions, or other potentially hazardous conditions that might risk life and safety to anyone, he/she will immediately report such to the~~

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

- ~~d. The RPR shall, on behalf of the Consultant, make and keep as-built drawings in the field to record any variances from the original designs shown in plans and specifications.~~
- ~~e. The RPR shall keep and maintain inspection reports for each day he/she is present on the project site. These reports shall be made available to the City at the end of the project. The daily reports shall include times of observations, activities observed, materials used or delivered to the job, problems encountered and solutions or adjustments made in the field.~~
- ~~f. The RPR shall review pay estimates from the contractor, on behalf of the Consultant, to verify the quantity and quality of work requested for payment. At no time will the RPR approve pay estimates, contract addendums, modifications, or change orders involving changes in the contract price.~~
- ~~g. The RPR shall be present to observe and witness all testing of on-site equipment and installed materials under the direction of the Consultant.~~

- 8.04 The Consultant shall keep the City informed of the progress and quality of the work through periodic project meetings and written monthly status reports. The Consultant shall employ the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license in discovering and promptly reporting to the City any defects or deficiencies in such work and shall disapprove or reject any work failing to conform to the contract documents.
- 8.05 The Consultant shall review and approve shop drawings and samples, the results of tests and inspections, and other data that each construction contractor or subcontractor is required to provide. The Consultant's review and approval shall include a determination of whether the work complies with all applicable laws, statutes, ordinances and codes and a determination of whether the work, when completed, will be in compliance with the requirements of the contract documents.
- 8.06 The Consultant shall determine the acceptability of substitute materials and equipment that may be proposed by construction contractors or subcontractors. The Consultant shall also receive and review maintenance and operating instruction manuals, schedules, guarantees, and certificates of inspection, which are to be assembled by the construction contractor in accordance with the contract documents.
- 8.07 The Consultant shall issue all instructions of the City to the construction contractor as well as interpretations and clarifications of the contract documents pertaining to the performance of the work. Consultant shall interpret the contract documents and judge the performance thereunder by the contractor constructing the Project, and Consultant shall,

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

- 8.08 The Consultant shall review the amounts owing to the construction contractor and recommend to the City, in writing, payments to the construction contractor of such amounts. The Consultant's recommendation of payment, being based upon the Consultant's on-site inspections, observations, and its experience and qualifications as a design professional, shall constitute a recommendation by the Consultant to the City that the quality of such work is in accordance with the contract documents and that the work has progressed to the point reflected in Consultant's recommendation for payment.
- 8.09 Upon notification from the construction contractor that the Project is substantially complete, the Consultant shall conduct an inspection of the site to determine if the Project is substantially complete. The Consultant shall prepare a checklist of items that shall be completed prior to final acceptance. Upon notification by the construction contractor that the checklist items designated by the Consultant for completion have been completed, the Consultant shall inspect the Project to verify final completion.
- 8.10 The Consultant shall not be responsible for the work of the construction contractor or any of its subcontractors, except that the Consultant shall be responsible for the construction contractor's schedules or failure to carry out the work in accordance with the contract documents if such failures result from the Consultant's negligent acts or omissions. This provision shall not alter the Consultant's duties to the City arising from the performance of the Consultant's obligations under this Contract.
- 8.11 The Consultant shall conduct at least one on-site inspection during the warranty period and shall report to the City as to the continued acceptability of the work.
- 8.12 The Consultant shall recommend and prepare change orders, work directives and clarification notices on behalf of the City but shall not execute and issue such documents or otherwise alter the financial scope of the Project without an advance, written authorization from the City.
- 8.13 The Consultant shall perform all of its duties under this Article VIII so as to not cause any delay in the progress of construction of the Project.
- 8.14 The Consultant shall assist the construction contractor and City in obtaining a Certificate of Occupancy by accompanying governing officials during inspections of the Project if requested to do so by the City.

ARTICLE IX

Change Orders & Documents & Materials

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

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

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

b. When the original contract amount plus all change orders is equal to or greater than \$50,000, the City Manager or his delegate may approve the written change order. For such contracts, when a change order exceeds \$50,000, the City Council must approve such change order prior to commencement of the services or work.

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

9.03 The Consultant shall furnish the City **One (1)** set of digital plans and specifications. It is hereby agreed that additional copies shall be provided to the City at the City's expense. The Consultant shall provide the City **One (1)** sets of reproducible, mylar record drawings that clearly show all the changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. The Consultant shall provide copies of documents, computer files if available, surveys, notes, and tracings used or prepared by the Consultant. The foregoing documentation, the Consultant's work product, and other information in the Consultant's possession concerning the Project shall be the property of the City from the time of preparation. The Consultant shall furnish one set of digital files representing the final record drawings.

ARTICLE X

Warranty, Indemnification & Release

10.01 Pursuant to Section 271.904(d) of the Texas Local Government Code, the Consultant shall perform the services with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary skill and care of a competent engineer or architect. The Consultant warrants that the information provided

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

- 10.02 The Consultant shall promptly correct any defective designs or specifications furnished by the Consultant at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Consultant's services hereunder or of the Project itself shall in no way alter the Consultant's obligations or the City's rights hereunder.
- 10.03 In all activities or services performed hereunder, the Consultant is an independent contractor and not an agent or employee of the City. The Consultant and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Consultant shall be responsible for the professional services and the final work product contemplated under this Contract. Except for materials furnished by the City, the Consultant shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The Consultant shall have ultimate control over the execution of the services it is to provide under this Contract. The Consultant shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Consultant or any of the Consultant's subcontractors.
- 10.04 The Consultant must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as its personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Consultant, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.
- 10.05 INDEMNITY. THE CONSULTANT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES (SEPARATELY AND COLLECTIVELY REFERRED TO IN THIS PARAGRAPH AS "INDEMNITEE"), FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILFULL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY AND OTHERWISE RELATED TO CONSULTANT'S PERFORMANCE, AND/OR**

FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE CONSULTANT OR ITS AGENTS, EMPLOYEES, SUB-CONTRACTORS, ORDER FULFILLERS, OR CONSULTANTS UNDER CONTRACT TO CONSULTANT, OR ANOTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT.

- 10.06 CONSULTANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF CONSULTANT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR THE CITY'S AND /OR CONSULTANT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE CITY BY CONSULTANT OR OTHERWISE TO WHICH THE CITY HAS ACCESS AS A RESULT OF CONSULTANT'S PERFORMANCE UNDER THE CONTRACT.**
- 10.07 CONSULTANT AND THE CITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM UNDER 10.05 OR 10.06. CONSULTANT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE OF ANY LAWSUIT SHALL BE COORDINATED BY THE CONSULTANT WITH THE CITY ATTORNEY WHEN THE CITY IS NAMED DEFENDANT IN ANY LAWSUIT AND CONSULTANT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE CITY ATTORNEY. IF THE CITY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF CONSULTANT OR IF THE CITY IS REQUIRED BY LAW TO SELECT SEPARATE COUNSEL, THE CITY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND THE CONSULTANT WILL PAY ALL REASONABLE COSTS OF THE CITY'S COUNSEL.**
- 10.08 Release. The Consultant releases, relinquishes, and discharges the City, its officers, agents, employees, and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Consultant or its employees and any loss of or damage to any property of the Consultant or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Consultant's work to be performed hereunder. Both the City and the Consultant expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Consultant or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in**

whole or in part by the City, any other party released hereunder, the Consultant, or any third party.

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

ARTICLE XI Insurance

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

ARTICLE XII Use of Drawings, Specifications and Other Documents

- 12.01 The drawings, specifications and other documents prepared by the Consultant and Consultant's sub-consultants for this Project shall become the property of the City whether the Project is completed or not. The City shall be furnished and permitted to retain reproducible copies and electronic versions of Consultant's drawings, specifications and other documents.**
- 12.02 The documents prepared by Consultant may be used as a prototype for other facilities by the City. The City may elect to use the Consultant to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype. If so, the Consultant is obligated to perform the work for an additional compensation that will fairly compensate the Consultant and its sub-consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Contract. If the City elects to employ a different architect or engineer to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype, that architect or engineer will be entitled to use Consultant's sub-consultants on the same basis that Consultant would have been entitled to use them for the work on the reuse of the prototype, and such architect or engineer will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the construction documents, approved shop drawings and calculations, and change order drawings in performing its work. The Consultant will not be responsible for errors and omissions of a subsequent architect or engineer. The Consultant shall commit its sub-consultants to the terms of this subparagraph. The provisions of this section shall survive termination of this Contract.**

- 12.03 In the event of termination of this Contract for any reason, the City shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.
- 12.04 Only the details of the drawings relating to this Project may be used by the Consultant on other projects, but they shall not be used as a whole without written authorization by the City. The City-furnished forms, conditions, and other written documents shall not be used on other projects by the Consultant.

ARTICLE XIII

Termination

- 13.01 The City may terminate this Contract at any time upon **thirty (30)** calendar days' written notice. Upon the Consultant's receipt of such notice, the Consultant shall cease work immediately. To the extent of funds appropriated or otherwise legally available for such purposes, the Consultant shall be compensated only for the services satisfactorily performed prior to the termination date.
- 13.02 If, through any cause, the Consultant fails to fulfill its obligations under this Contract, or if the Consultant violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Consultant **five (5)** calendar days written notice to the Consultant. The Consultant will be compensated for the services satisfactorily performed prior to the termination date.
- 13.03 No term or provision of this Contract shall be construed to relieve the Consultant of liability to the City for damages sustained by the City because of any breach of contract and/or negligence by the Consultant. The City may withhold payments to the Consultant for the purpose of setoff until the exact amount of damages due the City from the Consultant is determined and paid.

ARTICLE XIV

Miscellaneous Terms

- 14.01 This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Nacogdoches County, Texas.
- 14.02 The City, or if State funds are used to pay any part of this contract, the State Auditor, may conduct an audit or investigation of any entity receiving funds directly under this contract or indirectly through a subcontract under the contract. Acceptance of funds under the contract or through a subcontract under the contract acts as acceptance of the authority of the City or the State Auditor to conduct an audit or investigation. Consultant agrees to cooperate and must provide the City and/or State Auditor with access to any information the City and/or State Auditor considers relevant to the investigation or audit. The Consultant agrees to refund to the City any overpayments disclosed by any such audit.

- 14.03 The Consultant shall retain all such records for a period of four (4) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Consultant are resolved, whichever is longer.
- 14.04 Consultant hereby assigns to the City any and all claims for overcharges associated with this Agreement which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and/or which arise under the antitrust laws of the State of Texas, Business and Commerce Code Ann., Section 15.01, et seq.
- 14.05 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:
- City of Nacogdoches
Attn: City Manager
202 East Pilar Street
P.O. Box 635030
Nacogdoches, Texas 75961
- Consultant:
Two Fifteen Consulting
Attn: Michael Delaney, PE
412 North Street
Nacogdoches, Texas 75961
- 14.06 No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.
- 14.07 This Contract represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.
- 14.08 This Contract and all rights and obligations contained herein may not be assigned by the Consultant without the prior written approval of the City.
- 14.09 If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 14.10 The Consultant, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Nacogdoches, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus,

and agencies. The Consultant must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.

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

- (a) Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.
- (b) Contractor represents and warrants that it has no actual or potential conflicts of interest in the goods and or services described in the scope of work to this contract.
- (c) **Antitrust.** Pursuant to 15 U.S.C. §1, et seq. and Tex. Bus. & Comm. Code §15.01, et seq. neither the contractor nor the firm, corporation, partnership, or institution represented by the contractor, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- (d) **Debarment.** Contractor certifies that Contractor and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Contractor is in compliance with the State of Texas statutes and rules relating to procurement. Entities ineligible for state procurement are listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration. Entities ineligible for federal procurement are listed at <http://www.sam.gov/content/exclusions> .
- (e) **Terrorism Watch List.** Contractor represents and warrants that it does not do business with Iran, Sudan or a foreign terrorist organization as prohibited by Texas Government Code 2252.152. Contractor certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
- (f) **Convictions.** Under Sections 2155.006, 2155.0061 and 2261.053 of the Texas Government Code, Contractor certifies that it is not ineligible to receive the specified contract and may be terminated and payment withheld if this certification is inaccurate. These sections prohibit contracts that include proposed financial participation by an individual or business entity who has been convicted in the past five years of (a) violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Gov't Code, occurring after September 24, 2005; and (b) of any offense related to the direct support or promotion of human trafficking.

- (g) **COVID Vaccinations.** Contractor certifies that it does not require its customers to provide any documentation certifying the Customer's COVID-19 vaccination or post-transmission recovery on entry to, or to receive service from the Contractor's business.
- (h) **Boycotts.** (a) To the extent this Contract is considered a Contract for goods or services subject to § 2270.002 Texas Government Code, Contractor verifies that it: (i) does not boycott Israel; and (ii) will not boycott Israel during the term of this Contract.
- (b) To the extent this Contract has a value of \$100,000 or more and Contractor is an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit that employs 10 or more full time employees, Contractor certifies that it: (i) does not and will not boycott energy companies during the term of the contract (*See Texas Government Code 2274.002, et seq.*); and (ii) does not and will not discriminate against a firearm entity or firearm trade association (*See Texas Government Code 2274.002, et seq.*).
- 14.12 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract. If there is a conflict between a provision in any documents provided by Consultant made a part of this Contract and any other provision in this Contract, the latter controls.
- 14.13 This Contract will be effective when signed by the last party whose signing makes the Contract fully executed. The parties may execute this Contract in duplicate originals, each of equal dignity.
- 14.14 **Notice of Indemnification. City and Consultant hereby acknowledge and agree that this Contract contains certain indemnification obligations and covenants.**

TWO FIFTEEN CONSULTING

412 North Street
Nacogdoches, Texas 75961

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

CITY OF NACOGDOCHES

P. O. Box 635030
Nacogdoches, Texas 75963-5030

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

APPROVED AS TO CONTENT:

Director of Public Works

APPROVED AS TO FORM:

City Attorney

Exhibit A

Scope of Services

The project scope includes the widening of approximately 2,600 linear feet of street improvements along Earnest McLain Road to create a new city street in accordance with current City of Nacogdoches design standards. Also included will be associated water and sewer system improvements to allow for extension and/or completion of the current domestic water distribution and sanitary sewer collection infrastructure.

BASIC SERVICES

1. Perform a topographic survey of each project location listed above. Consultant will produce a topographic background data CAD drawing with one (1) foot interval contours, visible and apparent evidence of existing utilities, and visible features pertinent to the design of the proposed facilities within the boundary of the project area. Trees on private property with a caliper (DBH) of 12" and greater will be tied and identified within the project limits. Consultant will also identify existing Right-of-Way (ROW) and perform a cursory search for record easements where necessary and identifiable. Horizontal and vertical control monuments will also be set as part of this effort.

Perform a Subsurface Utility Engineering study up to Quality Level 'B' of each location. Consultant will work with City staff to identify and locate underground utilities as part of Subsurface Utility Engineering work. The data will be collected and documented in the background CAD files utilized in the design of the improvements. Consultant to provide subsurface utility engineering services to attempt to identify underground utilities up to Utility Quality Level 'B' (QLB) where Geophysical Methods are obtainable within professional judgement in accordance ASCE/UESI/CI 38-22.

At this time, Consultant has not included QLA efforts for exposing utilities. However, if locations are identified through the design process that require a higher level of quality than the proposed 'B', this service can be provided under a separate proposal. City will provide locations at which this effort is requested in order to determine a scope and fee estimate.

2. Prepare preliminary design schematics and plans sufficient for estimating opinions of probable construction costs. Drawings will be overlain on background topographic maps. Consultant will also use this preliminary design effort to identify any additional ROW or easements that will be necessary for installation and maintenance of the proposed improvements. Under this preliminary effort Consultant will prepare and perform the necessary hydraulic calculations for sizing the proposed drainage improvements associated with the street widening. Calculations will be for design support only. No detailed flood mapping, FEMA mapping or reporting will be provided as part of the scope of this project.
3. Prepare the necessary civil engineering design plans and details required for bidding and construction of each project listed above, to include:

- a. Plan Sheets showing proposed improvements, and all dimensions and notes as necessary for construction.
 - b. Plan Details for appurtenances and devices as necessary for construction.
 - c. All specifications necessary for construction.
4. Prepare a Bid Package following the current procurement procedures as required by the City of Nacogdoches for each project listed above. Assist in the bid phases as needed by answering requests for information, preparing addenda (if any), reviewing and tabulating the bids, and subsequently awarding the construction contract. Consultant will also assist in reviewing any material submittals and attending/administering a pre-construction conference.
 5. Construction administration and observation, including the review of material submittals, processing of change orders as required by conditions found in the field, review pay requests and other administrative tasks. Consultant will conduct periodic site visits to determine construction progress and conformance with the design plans on behalf of the City, however full-time inspection (RPR) is not included.

Construction Observation, including multiple site visits per week while construction is underway and active. Documenting testing results of proposed improvements as required by the construction documents, reporting conflicts to the Engineer of Record (EoR), gather data required for field changes (if necessary), and document activity per each visit.

Consultant has estimated time for Item 5 based upon a 9-month construction schedule. If construction exceeds 9-months Consultant reserves the right to request additional fees.

6. Conduct necessary survey field work and property research to properly locate any required easements and ROW on the ground. Prepare survey plats for permanent ROW and temporary easements and field note descriptions for permanent ROW to be included in the ROW Agreement documents prepared by the City (typically referred to as Exhibits A and B). Based upon review of the proposed project scope Consultant estimates that as many as seven (7) permanent and temporary ROW agreements may be required.

Items excluded from the work scope and fees listed in this **Basic Services** portion of the proposal include:

1. Traffic studies or traffic control warrants.
2. Boundary surveys, title research, easement acquisition, and rights-of-entry.
3. Construction phase surveying and staking (limited staking coordinates will be provided upon request).
4. Storm Water Pollution Prevention Plan and associated required site inspections and administration.
5. Nationwide NPDES Permitting and associated administrative requirements.
6. Construction phase inspection services (RPR).
7. Geotechnical investigations and recommendations.
8. TDLR TAS review fees for accessibility compliance.
9. Subgrade de-watering system design.

Exhibit B
Payment Terms and Schedule

Compensation for services shall be as outlined below:

Schedule of Payment for each phase:

Topographic Design Survey (60 days)	\$ 19,500
Preliminary Designs and Estimates (60 days)	\$ 15,500
Final Design and Details (160 days)	\$ 55,000
Bid Preparation and Bid Phase Services	\$ 6,750 (Hourly)
Construction Administration	\$ 34,500 (Hourly)
Easement Docs (\$2,000/ea x 7)	\$ 14,000 (Total)
Total	\$ 145,250 (Not to Exceed)

Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 2.01 of this Contract (\$145,250).

The Consultant must submit **monthly** invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

TWO FIFTEEN CONSULTING

ENGINEERS + SURVEYORS

HOURLY RATE AND EXPENSE SCHEDULE ~FY2024-25~

CATEGORY	DESCRIPTION	CHARGE UNITS	CHARGE RATE
ENGINEERS	PRINCIPAL PROFESSIONAL ENGINEER	HOURLY	\$225
	SENIOR PROFESSIONAL ENGINEER	HOURLY	\$175
	DESIGN ENGINEER II/PROJECT MANAGER	HOURLY	\$150
	DESIGN ENGINEER I	HOURLY	\$125
	ENGINEER-IN-TRAINING II	HOURLY	\$110
	ENGINEER-IN-TRAINING I	HOURLY	\$95
SURVEYORS	SENIOR REGISTERED PROFESSIONAL LAND SURVEYOR (RPLS)	HOURLY	\$175
	PROJECT RPLS II/PROJECT MANAGER	HOURLY	\$150
	PROJECT RPLS I	HOURLY	\$125
	SURVEYOR-IN-TRAINING II	HOURLY	\$110
	SURVEYOR-IN-TRAINING I	HOURLY	\$95
	SURVEY CREW (TWO-MAN)	HOURLY	\$140
	SURVEY CREW (THREE-MAN)	HOURLY	\$175
	SURVEY CREW (ONE-MAN)	HOURLY	\$105
DESIGNERS & CAD TECHNICIANS	SENIOR DESIGNER/PROJECT MANAGER	HOURLY	\$125
	CIVIL DESIGNER III	HOURLY	\$95
	CIVIL DESIGNER II	HOURLY	\$85
	CIVIL DESIGNER I	HOURLY	\$75
	SENIOR TECHNICIAN	HOURLY	\$95
	TECHNICIAN IV	HOURLY	\$80
	TECHNICIAN III	HOURLY	\$70
	TECHNICIAN II	HOURLY	\$55
	TECHNICIAN I	HOURLY	\$45
PROFESSIONALS	EXPERT TESTIMONY	HOURLY	\$300
ADMINISTRATIVE	ADMINISTRATIVE PROFESSIONAL	HOURLY	\$55
DIRECT EXPENSES			
PLOTING, COPYING & SCANNING	NORMAL COPIES AND PLOTS ARE INCLUDED IN HOURLY RATES		
	HIGH VOLUME SMALL FORMAT	COST	COST
	HIGH VOLUME LARGE FORMAT	COST	COST
SUPPORT VEHICLES & EQUIPMENT	PASSENGER VEHICLE	MILE	GOVT RATE
	ALL TERRAIN VEHICLE	DAY	\$150
	BOAT (ALUMINUM FLAT BOTTOM)	DAY	\$150
	GPS – RTK AND STATIC (PER RECIEVER)	DAY	\$150
	LASER TERRESTRIAL SCANNER	DAY	\$1,000
	UAV PHOTOGRAMMETRY DATA COLLECTION	FLIGHT	\$500
	UAV LiDAR DATA COLLECTION	FLIGHT	\$1,750
HOTELS, LODGING, AND MEALS	HOTELS AND LODGING	PER DIEM	GOVT RATE
	MEALS	PER DIEM	GOVT RATE

NORMAL COPIES INCLUDE MAPS, EXHIBITS, LETTERS, AND PLAN SHEETS USUALLY ASSOCIATED WITH TYPICAL PROJECTS. GOVT RATE = DOMESTIC MAXIMUM PER DIEM AND MILEAGE RATES FOR KEY OFFICIALS (TEXAS) EXPERT TESTIMONY INCLUDES LEGAL CASEWORK, MEDIATION, EXPERT WITNESS, AND SPECIAL WORK REQUIRED FOR LEGAL ACTIONS.

4/4/2025

Exhibit C

Insurance Requirements

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

I. Standard Insurance Policies Required:

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

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

III. General Requirements Applicable to All Policies

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

IV. Commercial (General) Liability requirements:

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

V. Business Automobile Liability requirements:

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

VI. The worker’s compensation insurance requirements:

- 1. Employer’s Liability shall be no less than the required statutory minimum limits for each accident, each disease and cover all employees of Consultant, the Consultant, and all employees of any and all subconsultants or subcontractors of Consultant providing services on the Project.
- 2. “Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04” shall be included in this policy.
- 3. Texas must appear in Item 3A of the Workers Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

VII. Professional Liability requirements:

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

- Nacogdoches when requested.
- C. Policy must include availability of a two-year extended reporting period.
- D. Retroactive date must be shown on certificate.

Exhibit D
Certificates of Insurance

PRESENTER: Jerry Baker, City Attorney

ITEM/SUBJECT: Consider authorization for the execution of tax resale deeds related to the following properties located in the City of Nacogdoches: (1) Property ID #32747 (827 Richmond Street); (2) Property ID #28772 (1121 Harris Street); (3) Property ID #28659 (Cotton Street); (4) Property ID #25999 (2015 Terry Street); (5) Property ID #24445 (810 S. Shawnee Street); (6) Property ID #23669 (N. Sanders Street); (7) Property ID #31349 (Arthur Weaver Street); and (8) Property ID #25209 (1021 Cottonwood Street). (City Attorney)

SUMMARY/BACKGROUND: Tax Code Section 34.05 authorizes the resale of property by a taxing unit by public or private sale in accordance with the provisions therein. Bids were received for the following properties located in the City of Nacogdoches, and approval is being sought for the execution of the attached special tax resale deeds for each property identified below and for the bid amounts stated:

- A bid was received from George Barham IV in the amount of \$6,000.00 for Lot 2, Block 48 of the Stone Subdivision, which is identified on the Nacogdoches Central Appraisal District tax roll as Parcel Number 32747. This property is located at 827 Richmond Street, Nacogdoches, Texas;
- A bid was received from Jose & Jaime Carrillo in the amount of \$9,000.00 for Lot 9, Tract 1, a subdiivision of the P.D. Forest Estate, which is identified on the Nacogdoches Central Appraisal District tax roll as Parcel Number 28772. This property is located at 1121 Harris Street, Nacogdoches, Texas;
- A bid was received from Brandon Henderson in the amount of \$1,800.00 for Lot 34 of the James R. Fore Subdivision, which is identified on the Nacogdoches Central Appraisal District tax roll as Parcel Number 28659. This property is located on Cotton Street, Nacogdoches, Texas;
- A bid was received from Adrienne Bemis in the amount of \$13,000.00 for Lot 27, Block 61, which is identified on the Nacogdoches Central Appraisal District tax roll as Parcel Number 25999. This property is located at 2015 Terry Street, Nacogdoches, Texas;
- A bid was received from Felicia Malloy in the amount of \$7,000.00 for Lot 26-A, Block 53, which is identified on the Nacogdoches Central Appraisal District tax roll as Parcel Number 24445. This property is located at 810 S. Shawnee Street, Nacogdoches, Texas;
- A bid was received from Felicia Malloy in the amount of \$4,140.00 for Lot 18-2, Block 43 Outlot, which is identified on the Nacogdoches Central Appraisal District tax roll as Parcel Number 23669. This property is located on N. Sanders Street, Nacogdoches, Texas;
- A bid was received from Ronnie R. Williams in the amount of \$2,000.00 for Lot 2-A, Block 8 of the J.G. Orton First Addition, which is identified on the Nacogdoches Central Appraisal District tax roll as Parcel Number 31349. This property is located on Arthur Weaver Street, Nacogdoches, Texas; and
- A bid was received from George Barham IV in the amount of \$4,000.00 for Lot 2, Block 48-B, Block 56, which is identified on the Nacogdoches Central Appraisal District tax

roll as Parcel Number 25209. This property is located at 1021 Cottonwood Street, Nacogdoches, Texas.

FINANCIAL:

Item is estimated to generate additional revenue: \$15,052.23

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

Neighborhood Revitalization and Attainable Housing

CITY CONTACT: Jerry Baker, City Attorney

ATTACHMENTS:

1. 32747-RESALE BID
2. 28772-RESALE BID
3. 28659-RESALE BID
4. 25999-RESALE BID
5. 24445-RESALE BID
6. 23669-RESALE BID
7. 31349-RESALE BID
8. 25209-RESALE BID

EXHIBIT "A"**BID ANALYSIS**

Cause #:	C2237746	Property ID #	32747
Previous Owner:	JUDITH PIERSON	Judgment Value:	\$13,001.86
Bid Amount:	\$6,000.00	Date of Sale:	SEPTEMBER 6, 2022
Bidders Name:	George Barham IV	Date Bid Submitted:	DECEMBER 24, 2024
Deed Name:	Pacific Premier Trust Custodian FBO.George Barham IV IRA	Sale Recording Date:	MAY 9, 2023
Bidders Address:	409 E. Hospital St. Nacogdoches, TX 75961	Redemption Expires:	NOVEMBER 9, 2023

PROPERTY DESCRIPTION

LOT 2, BLOCK 48 OF STONE SUBDIVISION, RECORDED IN VOLUME 890, PAGE 528, FILED AUGUST 5, 1994, DEED RECORDS OF NACOGDOCHES COUNTY, TEXAS.

PROPERTY SITUS OR LOCATION: 827 Richmond St., Nacogdoches, Texas

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
NACOGDOCHES COUNTY	2014-2021	\$2,525.03
NACOGDOCHES ISD	2014-2021	\$5,822.81
CITY OF NACOGDOCHES	2014-2021	\$2,642.39
	TOTAL	\$10,990.23

COSTS

Court Costs	\$681.00	(Payable to District Clerk)
Attorney ad Litem Fee	\$250.00	(Payable to Mr. Dean Watts)
Ad Litem Fee Prepaid	\$100.00	(Payable to PBFCM)
Publication Fee	\$350.00	(Payable to PBFCM)
Title Research, postage & s/o deed	\$339.20	(Payable to PBFCM)
Resale Deed Recording Fee	\$29.00	(Payable to County Clerk)
TOTAL	\$1,749.20	

PROPOSED DISTRIBUTION

Bid Amount	\$6,000.00
Costs	\$1,749.20
Net to Distribute	\$4,250.8

Entity	Percentage	Amount to Disburse
NACOGDOCHES COUNTY	.23	\$977.69
CITY OF NACOGDOCHES	.24	\$1,020.19
NACOGDOCHES ISD	.53	\$2,252.92
	TOTAL	\$4,250.80

SPECIAL RESALE DEED

STATE OF TEXAS §
COUNTY OF NACOGDOCHES §

NOTICE OF CONFIDENTIALITY RIGHTS:

IF YOU ARE A NATURAL PERSON; YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

KNOW ALL MEN BY THESE PRESENTS that NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES, hereinafter called GRANTORS, each acting by and through its duly elected official GRANTOR") as authorized by Section 34. 05, Texas Property Tax Code, for and in consideration of SIX THOUSAND DOLLARS AND 00/ 100 (\$6,000.00) and other good and valuable consideration, in hand paid by **Pacific Premier Trust Custodian FBO George Barham IV IRA**, Grantee, the receipt of which is hereby acknowledged and confessed, has conveyed and quitclaimed and by the presents do convey and quitclaim unto said GRANTEE all right, title and interest of the GRANTORS, acquired by tax foreclosure sale heretofore held in CAUSE SUIT NO. C2237446 NACOGDOCHES COUNTY, ET AL vs. JUDITH ANN OWENS PIERSON AKA JUDY PIERSON, ET AL., said property being described as follows:

BEING LOT 2 BLOCK 48 OF STONE SUBDIVISION, IN THE CITY OF NACOGDOCHES, NACOGDOCHES COUNTY AS DESCRIBED IN GIFT DEED, RECORD IN VOLUME 890, PAGE 528, ON INSTRUMENT FILED AUGUST 5, 1994, IN NACOGDOCHES COUNTY, TEXAS, BEING FURTHER IDENTIFIED ON THE TAX ROLL AND RECORDS OF NACOGDOCHES CENTRAL APPRAISAL DISTRICT UNDER PARCEL NUMBER 32747

This conveyance is made and accepted subject to the following matters to the extent that the same are in effect at this time: any and all rights of redemption, restrictions, covenants, conditions, easements, encumbrances and outstanding mineral interests, if any, relating to the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or governmental authorities, if any but only to the extent that they are still in effect, relating to the hereinabove described property.

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said **Pacific Premier Trust Custodian FBO George Barham IV IRA** Grantee, their heirs and assigns forever, so that neither NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES, nor any person claiming under them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances or any part thereof, but not otherwise.

Grantee accepts the property in " AS IS" condition and subject to any environmental conditions that might have or still exist on said property.

Taxes for the current year are assumed by the Grantee.

IN TESTIMONY WHEREOF, NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES Grantors, have caused the presents to be executed on this _____ day of _____ 2025.

CITY OF NACOGDOCHES

BY: _____
MAYOR, CITY OF NACOGDOCHES

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

BEFORE ME, the undersigned authority, on this day personally appeared _____ MAYOR, CITY OF NACOGDOCHES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and, in the capacity, therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day ____ of _____ 2025.

NOTARY PUBLIC

Grantee:

Pacific Premier Trust Custodian FBO George Barham IV IRA
PO Box 981012
Boston, MA 02298

Return to:
Perdue, Brandon, Fielder, Collins and Mott, LLP
P O Box 2007, Tyler, TX 75710

Nacogdoches CAD Property Search

Property ID: 32747 For Year 2025

Property Details

Account		
Property ID:	32747	Geographic ID: 18-561-4800-002000
Type:	R	Zoning: CITY OF NAC
Condo:		
Location		
Situs Address:	827 RICHMOND ST NACOGDOCHES, TX	
Map ID:	48	
Legal Description:	LT 2 STONE	
Abstract/Subdivision:	123/498	
Owner 		
Owner ID:	57624	
Name:	NACOGDOCHES ISD TRUSTEE/ TAX SALE	
Agent:		
Mailing Address:	STRUCK OFF PROPERTY ,	
% Ownership:	100.0%	
Exemptions:	EX - For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$10,180 (+)
Land Homesite Value:	\$9,940 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$20,120 (=)

Agricultural Value Loss: ⓘ	\$0 (-)
HS Cap Loss: ⓘ	\$0 (-)
Circuit Breaker: ⓘ	\$0 (-)
Appraised Value: ⓘ	\$20,120
Ag Use Value:	\$0
Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.	

Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax
01	NACOGDOCHES COUNTY	N/A	\$20,120	\$0	N/A
12	CITY OF NACOGDOCHES	N/A	\$20,120	\$0	N/A
36	NACOGDOCHES ISD	N/A	\$20,120	\$0	N/A
50	NAC CNTY HOSPITAL DIST	N/A	\$20,120	\$0	N/A

Property Improvement - Building

Description: HOUSE BURNED JAN.15TH, 2020 **Type:** RESIDENCE **Living Area:** 1074.0 sqft **Value:** \$10,180

Type	Description	Class CD	Year Built	SQFT
MAIN	HOUSE BURNED JAN.15TH, 2020	F3	0	1074

Property Land

Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
FV-SVSN	0.00	0.00	0.00	0.00	\$9,940	\$0

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	HS Cap Loss	Appraised
2025	\$10,180	\$9,940	\$0	\$0	\$20,120

2024	\$10,180	\$9,940	\$0	\$0	\$20,120
2023	\$8,970	\$9,940	\$0	\$0	\$18,910
2022	\$7,800	\$9,940	\$0	\$0	\$17,740
2021	\$6,500	\$8,280	\$0	\$0	\$14,780
2020	\$37,760	\$6,900	\$0	\$0	\$44,660

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
10/6/2022	ST	SHERIFF'S TAX DEED	PIERSON JUDITH OWENS ESTATE	NACOGDOCHES ISD TRUSTEE/ TAX SALE			2022-8623
10/31/2014	OT	Owner Transfer		PIERSON JUDITH OWENS ESTATE	4163	241	AFF HRS
8/5/1994	OT	Owner Transfer		PIERSON JUDITH OWENS	890	528	

ARB Data

Hearing Date And Time	Board Members	Owner's Opinion Of Value	Board's Determination Of Value	ARB Determination
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Estimated Tax Due

If Paid: 06/11/2025

\$ Pay Previous Years Taxes ()

Year	Taxing Jurisdiction	Tax Rate	Market Value	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount/Penalty & Interest	A
2024	NACOGDOCHES COUNTY	0.448600	\$20,120	\$0	\$0.00	\$0.00	\$0.00	\$0.00	
2024	CITY OF NACOGDOCHES	0.528770	\$20,120	\$0	\$0.00	\$0.00	\$0.00	\$0.00	
2024	NACOGDOCHES ISD	1.135200	\$20,120	\$0	\$0.00	\$0.00	\$0.00	\$0.00	
	2024 Total:	2.112570			\$0.00	\$0.00	\$0.00	\$0.00	
2023	NACOGDOCHES ISD	1.139700	\$18,910	\$0	\$0.00	\$0.00	\$0.00	\$0.00	

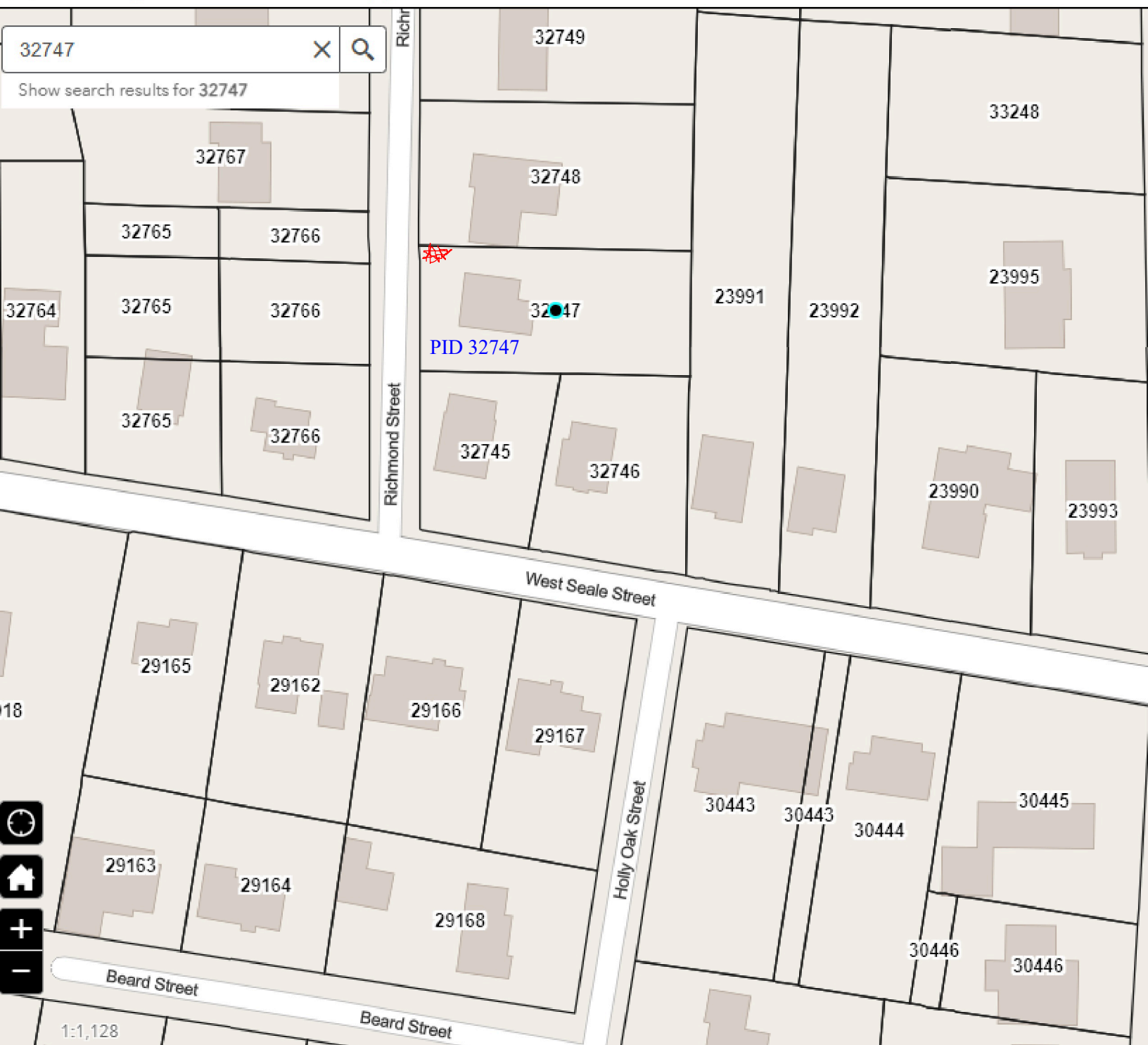


EXHIBIT "A"**BID ANALYSIS**

Cause #:	C1228664	Property ID #	28772
Previous Owner:	E. C. Strahan	Judgment Value:	\$8,280.00
Bid Amount:	\$9,000.00	Date of Sale:	SEPTEMBER 6, 2022
Bidders Name:	Jose & Jaime Carrillo	Date Bid Submitted:	October 2, 2023
Deed Name:	Jose Carrillo & Jaime Carrillo	Sale Recording Date:	October 6, 2022
Bidders Address:	2292 CR 833 Nacogdoches, TX 75964	Redemption Expires:	April 6, 2023

PROPERTY DESCRIPTION

LOT 9, TRACT 1, A SUBDIVISION OF THE P.D. FOREST ESTATE, HENRY COUGH SURVEY, RECORDED IN VOLUME 384, PAGE 978, DEED RECORDS OF NACOGDOCHES COUNTY, TEXAS.

PROPERTY SITUS OR LOCATION: 1121 Harris St., Nacogdoches, Texas

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
NACOGDOCHES COUNTY	2009-2021	\$1,342.15
NACOGDOCHES ISD	2009-2021	\$3,756.84
CITY OF NACOGDOCHES	2009-2021	\$1,597.85
	TOTAL	\$6,696.84

COSTS

Court Costs	\$1,100.00	(Payable to District Clerk)
Attorney ad Litem Fee	\$250.00	(Payable to Mr. Dean Watts)
Ad Litem Fee Prepaid	\$100.00	(Payable to PBFM)
Publication Fee	\$350.00	(Payable to PBFM)
Title Research, postage & s/o deed	\$318.60	(Payable to PBFM)
Resale Deed Recording Fee	\$29.00	(Payable to County Clerk)
TOTAL	\$2,147.60	

PROPOSED DISTRIBUTION

Bid Amount	\$9,000.00
Costs	\$2,147.60
Net to Distribute	\$6,852.40

Entity	Percentage	Amount to Disburse
NACOGDOCHES COUNTY	.20	\$1,370.48
CITY OF NACOGDOCHES	.24	\$1,644.58
NACOGDOCHES ISD	.56	\$3,837.34
	TOTAL	\$6,852.40

SPECIAL RESALE DEED

STATE OF TEXAS §
COUNTY OF NACOGDOCHES §

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KNOW ALL MEN BY THESE PRESENTS that NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES, hereinafter called GRANTORS, each acting by and through its duly elected official GRANTOR") as authorized by Section 34. 05, Texas Property Tax Code, for and in consideration of NINE THOUSAND DOLLARS AND 00/ 100 (\$9,000. 00) and other good and valuable consideration, in hand paid by JOSE CARRILO and JAIME CARRILO, Grantee, the receipt of which is hereby acknowledged and confessed, has conveyed and quitclaimed and by the presents do convey and quitclaim unto said GRANTEE all right, title and interest of the GRANTORS, acquired by tax foreclosure sale heretofore held in CAUSE SUIT NO. C1228664, NACOGDOCHES COUNTY CENTRAL APPRAISAL DISTRICT, ET AL vs. UNKNOWN HEIRS OF E. C. STRAHAN, ET AL said property being described as follows:

BEING LOT 9 IN TRACT 1, A SUBDIVISION OF THE P.D. FORE ESTATE, LOCATED IN THE HENRY GOUGH SURVEY; MORE FULLY DESCRIBED IN VOLUME 384, PAGE 201 AND VOLUME 384, PAGE 978, DEED RECORDS OF NACOGDOCHES COUNTY, TEXAS. PID # 28772 GEO (18-205-4800-009010)

This conveyance is made and accepted subject to the following matters to the extent that the same are in effect at this time: any and all rights of redemption, restrictions, covenants, conditions, easements, encumbrances and outstanding mineral interests, if any, relating to the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or governmental authorities, if any but only to the extent that they are still in effect, relating to the hereinabove described property.

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said JOSE CARRILO and JAIME CARRILO, Grantee, their heirs and assigns forever, so that neither NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES, nor any person claiming under them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances or any part thereof, but not otherwise.

Grantee accepts the property in " AS IS" condition and subject to any environmental conditions that might have or still exist on said property.

Taxes for the current year are assumed by the Grantee.

IN TESTIMONY WHEREOF, NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES Grantors, have caused the presents to be executed on this _____ day of _____ 2025.

CITY OF NACOGDOCHES

BY: _____
MAYOR, CITY OF NACOGDOCHES

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

BEFORE ME, the undersigned authority, on this day personally appeared _____ MAYOR, CITY OF NACOGDOCHES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and, in the capacity, therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____ 2025.

NOTARY PUBLIC

Grantee:
Jose Carrillo and Jaime Carrillo
2292 CR 833
Nacogdoches, TX 75964

Return To:
Perdue, Brandon, Fielder, Collins & Mott, LLP
P O Box 2007
Tyler, TX 75710

Nacogdoches CAD Property Search

Property ID: 28772 For Year 2025

 Property Details

Account		
Property ID:	28772	Geographic ID: 18-205-4800-009010
Type:	R	Zoning: CITY OF NAC
Condo:		
Location		
Situs Address:	1121 HARRIS ST NACOGDOCHES, TX	
Map ID:	48	
Legal Description:	LT 9-A P D FORE #1 HOUSE HAS NO VALUE	
Abstract/Subdivision:	04/025	
Owner ⓘ		
Owner ID:	57624	
Name:	NACOGDOCHES ISD TRUSTEE/ TAX SALE	
Agent:		
Mailing Address:	STRUCK OFF PROPERTY ,	
% Ownership:	100.0%	
Exemptions:	EX - For privacy reasons not all exemptions are shown online.	

 Property Values

Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$9,940 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$9,940 (=)

Agricultural Value Loss: ⓘ	\$0 (-)
HS Cap Loss: ⓘ	\$0 (-)
Circuit Breaker: ⓘ	\$0 (-)
Appraised Value: ⓘ	\$9,940
Ag Use Value:	\$0

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

📖

Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax
01	NACOGDOCHES COUNTY	N/A	\$9,940	\$0	N/A
12	CITY OF NACOGDOCHES	N/A	\$9,940	\$0	N/A
36	NACOGDOCHES ISD	N/A	\$9,940	\$0	N/A
50	NAC CNTY HOSPITAL DIST	N/A	\$9,940	\$0	N/A

📖

Property Improvement - Building

📖

Property Land

Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
FV-SVFR	0.00	0.00	0.00	0.00	\$9,940	\$0

📖

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	HS Cap Loss	Appraised
2025	\$0	\$9,940	\$0	\$0	\$9,940
2024	\$0	\$9,940	\$0	\$0	\$9,940
2023	\$0	\$9,940	\$0	\$0	\$9,940
2022	\$0	\$9,940	\$0	\$0	\$9,940
2021	\$0	\$8,280	\$0	\$0	\$8,280

2020	\$0	\$6,900	\$0	\$0	\$6,900
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 Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
10/6/2022	ST	SHERIFF'S TAX DEED	STRAHAN E C	NACOGDOCHES ISD TRUSTEE/ TAX SALE			2022-8624
9/17/1973	WDVL	W DEED VENDORS LIEN	STRAHAN WILLIE JR & ALINE F	STRAHAN E C	384	978	

 ARB Data

Hearing Date And Time	Board Members	Owner's Opinion Of Value	Board's Determination Of Value	ARB Determination
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 Estimated Tax Due

If Paid:

06/11/2025

\$ Pay Previous Years Taxes ()

Year	Taxing Jurisdiction	Tax Rate	Market Value	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount/Penalty & Interest	Attor F
2024	CITY OF NACOGDOCHES	0.528770	\$9,940	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0
2024	NACOGDOCHES COUNTY	0.448600	\$9,940	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0
2024	NACOGDOCHES ISD	1.135200	\$9,940	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0
	2024 Total:	2.112570			\$0.00	\$0.00	\$0.00	\$0.00	\$0
2023	NACOGDOCHES ISD	1.139700	\$9,940	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0
2023	NACOGDOCHES COUNTY	0.428100	\$9,940	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0
2023	CITY OF NACOGDOCHES	0.474450	\$9,940	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0
	2023 Total:	2.042250			\$0.00	\$0.00	\$0.00	\$0.00	\$0

The map displays a grid of land parcels. Key features include:

- Streets:** Harris Street runs horizontally across the middle. Virginia Avenue runs diagonally from the bottom left towards the right.
- Parcel Numbers:** Various lots are labeled with numbers such as 24115, 24118, 24116, 24117, 24119, 2412, 28766, 28768, 28769, 28770, 28771, 28782, 28781, 28780, 28779, 28775, 28777, 28778, 28767, 28783, 28773, 28774, 28776, 24129, 24131, 24132, 26806, 26807, 26808, 26810, 26809, 24139, 24141, 24138, 24133, 24134, 62742, and 311.
- Highlighted Parcel:** Lot 28772 is marked with a blue dot and labeled "PID # 28772" in blue text.
- Other Labels:** The number "3" appears on the left edge, and "Page 56 of 119" is at the bottom right.

EXHIBIT "A"**BID ANALYSIS**

Cause #:	C1328993	Property ID #	28659
Previous Owner:	Norma Shears	Judgment Value:	\$2,760.00
Bid Amount:	\$1,800.00	Date of Sale:	SEPTEMBER 6, 2022
Bidders Name:	Brandon Henderson	Date Bid Submitted:	November 6, 2024
Deed Name:	Brandon Henderson	Sale Recording Date:	November 12, 2019
Bidders Address:	1320 John Richardson RD Nacogdoches, TX 75961	Redemption Expires:	May 12, 6, 2020

PROPERTY DESCRIPTION

LOT 34 OF THE JAMES R. FORE DUBDIVISION, RECORDED IN VOLUME 532, PAGE 487, DEED RECORDS OF NACOGDOCHES COUNTY, TEXAS.

PROPERTY SITUS OR LOCATION: *Cotton St., Nacogdoches, Texas*

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
NACOGDOCHES COUNTY	1985-2018	\$619.98
NACOGDOCHES HOSPITAL DISTRICT	1985-2018	\$22.32
NACOGDOCHES ISD	1985-2018	\$2,210.51
CITY OF NACOGDOCHES	1985-2018	\$932.45
	TOTAL	\$3,785.09

COSTS

Court Costs	\$1,207.00	(Payable to District Clerk)
Attorney ad Litem Fee	\$250.00	(Payable to Mr. Dean Watts)
Ad Litem Fee Prepaid	\$100.00	(Payable to PBFCM)
Publication Fee	\$104.78	(Payable to PBFCM)
Title Research, postage & s/o deed	\$383.50	(Payable to PBFCM)
Resale Deed Recording Fee	\$29.00	(Payable to County Clerk)
TOTAL	\$2,074.28	

PROPOSED DISTRIBUTION

Bid Amount	\$1,800.00
Costs	\$2,074.28
Net to Distribute	\$0.00

Entity	Percentage	Amount to Disburse
NACOGDOCHES COUNTY	.20	\$0.00
CITY OF NACOGDOCHES	.24	\$0.00
NACOGDOCHES ISD	.56	\$0.00
TOTAL		\$0.00

SPECIAL RESALE DEED

STATE OF TEXAS §
COUNTY OF NACOGDOCHES §

NOTICE OF CONFIDENTIALITY RIGHTS:

IF YOU ARE A NATURAL PERSON; YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

KNOW ALL MEN BY THESE PRESENTS that NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY, NACOGDOCHES HOSPITAL DISTRICT AND CITY OF NACOGDOCHES, hereinafter called GRANTORS, each acting by and through its duly elected official GRANTOR") as authorized by Section 34. 05, Texas Property Tax Code, for and in consideration of ONE THOUSAND EIGHT HUNDRED DOLLARS AND 00/ 100 (\$1,800. 00) and other good and valuable consideration, in hand paid by BRANDON HENDERSON, Grantee, the receipt of which is hereby acknowledged and confessed, has conveyed and quitclaimed and by the presents do convey and quitclaim unto said GRANTEE all right, title and interest of the GRANTORS, acquired by tax foreclosure sale heretofore held in CAUSE SUIT NO. C1328993, NACOGDOCHES COUNTY CENTRAL APPRAISAL DISTRICT, ET AL vs. UNKNOWN HEIRS OF NORMA SHEARS, ET AL said property being described as follows:

BEING LOT 34 OF THE JAMES E. FORE SUBDIVISION, LOCATED IN SYLVESTER MORELAND SURVEY, NACOGDOCHES COUNTY, TEXAS; MORE PARTICULARLY DESCRIBED IN VOLUME 532, PAGE 487, REAL PROPERTY RECORDS OF NACOGDOCHES COUNTY, TEXAS. PID # 28659 GEO (18-199-6100-034000)

This conveyance is made and accepted subject to the following matters to the extent that the same are in effect at this time: any and all rights of redemption, restrictions, covenants, conditions, easements, encumbrances and outstanding mineral interests, if any, relating to the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or governmental authorities, if any but only to the extent that they are still in effect, relating to the hereinabove described property.

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said BRANDON HENDERSON, Grantee, their heirs and assigns forever, so that neither NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY, NACOGDOCHES HOSPITAL DISTRICT AND CITY OF NACOGDOCHES, nor any person claiming under them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances or any part thereof, but not otherwise.

Grantee accepts the property in " AS IS" condition and subject to any environmental conditions that might have or still exist on said property.

Taxes for the current year are assumed by the Grantee.

IN TESTIMONY WHEREOF, NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY, NACOGDOCHES HOSPITAL DISTRICT AND CITY OF NACOGDOCHES, Grantors, have caused the presents to be executed on this _____ day of _____ 2025.

CITY OF NACOGDOCHES

BY: _____
MAYOR, CITY OF NACOGDOCHES

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

BEFORE ME, the undersigned authority, on this day personally appeared _____ MAYOR, CITY OF NACOGDOCHES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and, in the capacity, therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____ 2025.

NOTARY PUBLIC

Grantee:
Brandon Henderson
1320 John Richardson Road
Nacogdoches, TX 75961

Return To:
Perdue, Brandon, Fielder, Collins & Mott, LLP
P O Box 2007
Tyler, TX 75710

Nacogdoches CAD Property Search

Property ID: 28659 For Year 2025

Property Details

Account		
Property ID:	28659	Geographic ID: 18-199-6100-034000
Type:	R	Zoning: CITY OF NAC
Condo:		
Location		
Situs Address:	COTTON ST NACOGDOCHES, TX	
Map ID:	61	
Legal Description:	LT 34 JAS FORE	
Abstract/Subdivision:	04/018	
Owner 		
Owner ID:	57624	
Name:	NACOGDOCHES ISD TRUSTEE/ TAX SALE	
Agent:		
Mailing Address:	STRUCK OFF PROPERTY ,	
% Ownership:	100.0%	
Exemptions:	EX - For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$3,970 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$3,970 (=)

Agricultural Value Loss: ⓘ	\$0 (-)
HS Cap Loss: ⓘ	\$0 (-)
Circuit Breaker: ⓘ	\$0 (-)
Appraised Value: ⓘ	\$3,970
Ag Use Value:	\$0
Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.	

Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax
01	NACOGDOCHES COUNTY	N/A	\$3,970	\$0	N/A
12	CITY OF NACOGDOCHES	N/A	\$3,970	\$0	N/A
36	NACOGDOCHES ISD	N/A	\$3,970	\$0	N/A
50	NAC CNTY HOSPITAL DIST	N/A	\$3,970	\$0	N/A

Property Improvement - Building

Property Land

Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
FV-SVJF	0.00	0.00	0.00	0.00	\$3,970	\$0

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	HS Cap Loss	Appraised
2025	\$0	\$3,970	\$0	\$0	\$3,970
2024	\$0	\$3,970	\$0	\$0	\$3,970
2023	\$0	\$3,970	\$0	\$0	\$3,970
2022	\$0	\$3,970	\$0	\$0	\$3,970
2021	\$0	\$3,310	\$0	\$0	\$3,310

2020	\$0	\$2,760	\$0	\$0	\$2,760
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Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
11/12/2019	SHFD	SHERIFFS DEED	SHEARS NORMA	NACOGDOCHES ISD TRUSTEE/ TAX S			2019-7926
5/2/1983	OT	Owner Transfer		SHEARS NORMA	532	487	

ARB Data

Hearing Date And Time	Board Members	Owner's Opinion Of Value	Board's Determination Of Value	ARB Determination
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Estimated Tax Due

If Paid:

06/13/2025

\$ Pay Previous Years Taxes ()

Year	Taxing Jurisdiction	Tax Rate	Market Value	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount/Penalty & Interest	Attorney Fees
2024	NACOGDOCHES COUNTY	0.448600	\$3,970	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2024	CITY OF NACOGDOCHES	0.528770	\$3,970	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2024	NACOGDOCHES ISD	1.135200	\$3,970	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	2024 Total:	2.112570			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2023	NACOGDOCHES ISD	1.139700	\$3,970	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2023	CITY OF NACOGDOCHES	0.474450	\$3,970	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2023	NACOGDOCHES COUNTY	0.428100	\$3,970	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	2023 Total:	2.042250			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2022	NACOGDOCHES COUNTY	0.472200	\$3,970	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00



EXHIBIT "A"**BID ANALYSIS**

Cause #:	C2338239	Property ID #	25999
Previous Owner:	Lucy Mallory Estate	Judgment Value:	\$58,710.00
Bid Amount:	\$13,000.00	Date of Sale:	MARCH 7, 2023
Bidders Name:	Adrienne Bemis	Date Bid Submitted:	DECEMBER 16, 2024
Deed Name:	Adrienne Bemis	Sale Recording Date:	MAY 9, 2023
Bidders Address:	18424 Halsted St. #19 Northridge, CA 71325	Redemption Expires:	NOVEMBER 9, 2023

PROPERTY DESCRIPTION

BEING LOT 27, BLOCK 61, CITY OF NACOGDOCHES, RECORDED IN VOLUME 87, PAGE 299, FILED OCTOBER 14, 1911, DEED RECORDS OF NACOGDOCHES COUNTY, TEXAS.

PROPERTY SITUS OR LOCATION: 2015 Terry St., Nacogdoches, Texas

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
NACOGDOCHES COUNTY	2011-2022	\$5,282.07
NACOGDOCHES ISD	2011-2022	\$13,091.34
CITY OF NACOGDOCHES	2011-2022	\$5,742.74
	TOTAL	\$24,116.15

COSTS

Struck off Deed	\$38.00	(Payable to PBFCM)
Publication Fee	\$201.00	(Payable to PBFCM)
Title Research & postage	\$488.32	(Payable to PBFCM)
Resale Deed Recording Fee	\$29.00	(Payable to County Clerk)
TOTAL	\$756.32	

PROPOSED DISTRIBUTION

Bid Amount	\$13,000.00
Costs	\$756.32
Net to Distribute	\$12,243.68

Entity	Percentage	Amount to Disburse
NACOGDOCHES COUNTY	.22	\$2,693.61
CITY OF NACOGDOCHES	.24	\$2,938.48
NACOGDOCHES ISD	.54	\$6,611.59
	TOTAL	\$12,243.68

SPECIAL RESALE DEED

STATE OF TEXAS §
COUNTY OF NACOGDOCHES §

NOTICE OF CONFIDENTIALITY RIGHTS:

IF YOU ARE A NATURAL PERSON; YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

KNOW ALL MEN BY THESE PRESENTS that that CITY OF NACOGDOCHES, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES INDEPENDENT SCHOOL DISTRICT AND NACOGDOCHES COUNTY, hereinafter called GRANTORS, each acting by and through its duly elected official GRANTOR") as authorized by Section 34. 05, Texas Property Tax Code, for and in consideration of THIRTEEN THOUSAND DOLLARS AND 00/ 100 **(\$13,000.00)** and other good and valuable consideration, in hand paid by ADRIENNE BEMIS Grantee, the receipt of which is hereby acknowledged and confessed, has conveyed and quitclaimed and by the presents do convey and quitclaim unto said GRANTEE all right, title and interest of the GRANTORS, acquired by tax foreclosure sale heretofore held in CAUSE SUIT NO. C2338239 in favor of CITY OF NACOGDOCHES, NACOGDOCHES INDEPENDENT SCHOOL DISTRICT AND NACOGDOCHES COUNTY as Plaintiffs, as Intervenor, and **LUCY MALLORY ESTATE**, said property being described as follows:

BEING LOT 27, BLOCK 61, ALSO KNOWN AS A TRACT OF LAND IN THE SYLVESTER MORELAND GRANT, IN THE CITY OF NACOGDOCHES, NACOGDOCHES COUNTY AS DESCRIBED IN DEED, RECORD IN VOLUME 87, PAGE 299, ON INSTRUMENT DATED OCTOBER 14, 1911, IN NACOGDOCHES COUNTY, TEXAS, AND BEING FURTHER IDENTIFIED ON THE TAX ROLL AND RECORDS OF NACOGDOCHES CENTRAL APPRAISAL DISTRICT UNDER PARCEL NUMBER 25999

This conveyance is made and accepted subject to the following matters to the extent that the same are in effect at this time: any and all rights of redemption, restrictions, covenants, conditions, easements, encumbrances and outstanding mineral interests, if any, relating to the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or governmental authorities, if any but only to the extent that they are still in effect, relating to the hereinabove described property.

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said ADRIENNE BEMIS, Grantee, their heirs and assigns forever, so that neither that CITY OF NACOGDOCHES, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES INDEPENDENT SCHOOL DISTRICT AND NACOGDOCHES COUNTY, nor any person claiming under them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances or any part thereof, but not otherwise.

IN TESTIMONY WHEREOF, CITY OF NACOGDOCHES has caused the presents to be executed on this _____ day of _____ 2025.

CITY OF NACOGDOCHES

BY: _____
MAYOR, CITY OF NACOGDOCHES

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

BEFORE ME, the undersigned authority, on this day personally appeared _____ MAYOR, CITY OF NACOGDOCHES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and, in the capacity, therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day _____ of _____ 2025.

NOTARY PUBLIC

Grantee:
Adrienne Bemis
18424 Halsted St. #19
Northridge, CA 91325

Return to:
Perdue, Brandon, Fielder, Collins and Mott, LLP
P O Box 2007, Tyler, TX 75710

Nacogdoches CAD Property Search

Property ID: 25999 For Year 2025

 Property Details

Account		
Property ID:	25999	Geographic ID: 17-061-0027-000000
Type:	R	Zoning: CITY OF NAC
Condo:		
Location		
Situs Address:	2015 TERRY ST NACOGDOCHES, TX	
Map ID:	372	
Legal Description:	LT 27 BK 61	
Abstract/Subdivision:	CITY OF NA	
Owner ?		
Owner ID:	57624	
Name:	NACOGDOCHES ISD TRUSTEE/ TAX SALE	
Agent:		
Mailing Address:	STRUCK OFF PROPERTY ,	
% Ownership:	100.0%	
Exemptions:	EX - For privacy reasons not all exemptions are shown online.	

 Property Values

Improvement Homesite Value:	\$64,090 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$9,940 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$74,030 (=)

Agricultural Value Loss:	\$0 (-)
HS Cap Loss:	\$0 (-)
Circuit Breaker:	\$0 (-)
Appraised Value:	\$74,030
Ag Use Value:	\$0
Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.	

 Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax
01	NACOGDOCHES COUNTY	N/A	\$74,030	\$0	N/A
12	CITY OF NACOGDOCHES	N/A	\$74,030	\$0	N/A
36	NACOGDOCHES ISD	N/A	\$74,030	\$0	N/A
50	NAC CNTY HOSPITAL DIST	N/A	\$74,030	\$0	N/A

 Property Improvement - Building

Description: RESIDENCE **Type:** RESIDENCE **Living Area:** 1260.0 sqft **Value:** \$64,090

Type	Description	Class CD	Year Built	SQFT
MAIN	RESIDENCE	F3	0	1260

 Property Land

Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
FV-SV05	0.00	0.00	0.00	0.00	\$9,940	\$0

 Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	HS Cap Loss	Appraised
2025	\$64,090	\$9,940	\$0	\$0	\$74,030
2024	\$64,090	\$9,940	\$0	\$0	\$74,030

2023	\$56,090	\$9,940	\$0	\$0	\$66,030
2022	\$48,770	\$9,940	\$0	\$0	\$58,710
2021	\$40,640	\$8,280	\$0	\$0	\$48,920
2020	\$38,710	\$6,900	\$0	\$0	\$45,610

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
5/9/2023	SHFD	SHERIFFS DEED	MALLORY LUCY EST	NACOGDOCHES ISD TRUSTEE/ TAX SALE			2023-3421
10/14/1911	WDEED	WARRANTY DEED	TAYLOR EUGENE	CRAIN LUCY	87	299	WD
6/5/1883	DEED	DEED	TAYLOR E	CLARK W T	W	267	D

ARB Data

Hearing Date And Time	Board Members	Owner's Opinion Of Value	Board's Determination Of Value	ARB Determination
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Estimated Tax Due

If Paid:

06/23/2025



\$ Pay Previous Years Taxes ()

Year	Taxing Jurisdiction	Tax Rate	Market Value	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount/Penalty & Interest	A
2024	NACOGDOCHES COUNTY	0.448600	\$74,030	\$0	\$0.00	\$0.00	\$0.00	\$0.00	
2024	CITY OF NACOGDOCHES	0.528770	\$74,030	\$0	\$0.00	\$0.00	\$0.00	\$0.00	
2024	NACOGDOCHES ISD	1.135200	\$74,030	\$0	\$0.00	\$0.00	\$0.00	\$0.00	
	2024 Total:	2.112570			\$0.00	\$0.00	\$0.00	\$0.00	
2023	NACOGDOCHES COUNTY	0.428100	\$66,030	\$0	\$0.00	\$0.00	\$0.00	\$0.00	
2023	CITY OF NACOGDOCHES	0.474450	\$66,030	\$0	\$0.00	\$0.00	\$0.00	\$0.00	

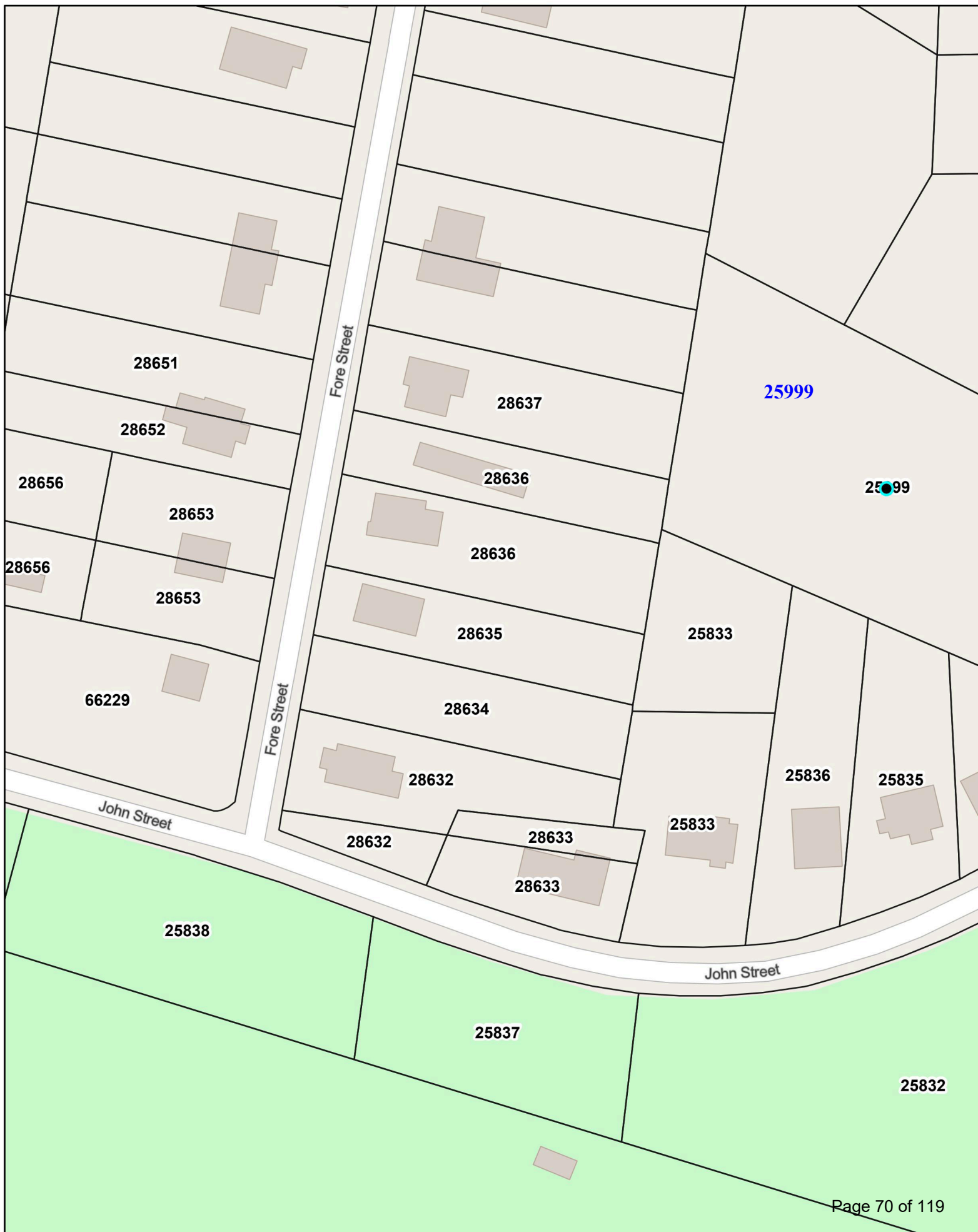


EXHIBIT "A"**BID ANALYSIS**

Cause #:	C2338239	Property ID #	24445
Previous Owner:	Johnny Whitaker and Prentice Whitaker	Judgment Value:	\$16,530.00
Bid Amount:	\$7,000.00	Date of Sale:	MARCH 7, 2023
Bidders Name:	Felicia Malloy	Date Bid Submitted:	DECEMBER 16, 2024
Deed Name:	Felicia Malloy	Sale Recording Date:	MAY 9, 2023
Bidders Address:	764 Fox Chase Circle Bear, DE 19701	Redemption Expires:	NOVEMBER 9, 2023

PROPERTY DESCRIPTION

BEING LOT 26-A OF BLOCK 53, CITY OF NACOGDOCHES, RECORDED IN VOLUME 1826, PAGE 279, FILED DECEMBER 1, 2002, DEED RECORDS OF NACOGDOCHES COUNTY, TEXAS.

PROPERTY SITUS OR LOCATION: 810 S. Shawnee St., Nacogdoches, Texas

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
NACOGDOCHES COUNTY	2003-2022	\$1,566.53
NACOGDOCHES ISD	2003-2022	\$984.68
CITY OF NACOGDOCHES	2003-2022	\$1,924.59
	TOTAL	\$4,475.80

COSTS

City Liens	\$6,150.00	(Payable to City)
City Liens Release	\$125.00	(Payable to county Clerk)
Publication Fee	\$201.00	(Payable to PBFCM)
Title Research, postage & s/o deed	\$389.36	(Payable to PBFCM)
Resale Deed Recording Fee	\$29.00	(Payable to County Clerk)
TOTAL	\$6,894.36	

PROPOSED DISTRIBUTION

Bid Amount	\$7,000.00
Costs	\$6,894.36
Net to Distribute	\$105.64

Entity	Percentage	Amount to Disburse
NACOGDOCHES COUNTY	.35	\$36.97
CITY OF NACOGDOCHES	.43	\$45.43
NACOGDOCHES ISD	.22	\$23.24
	TOTAL	\$105.64

SPECIAL RESALE DEED

STATE OF TEXAS §
COUNTY OF NACOGDOCHES §

NOTICE OF CONFIDENTIALITY RIGHTS:

IF YOU ARE A NATURAL PERSON; YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

KNOW ALL MEN BY THESE PRESENTS that NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES, hereinafter called GRANTORS, each acting by and through its duly elected official GRANTOR") as authorized by Section 34. 05, Texas Property Tax Code, for and in consideration of SEVEN THOUSAND DOLLARS AND 00/ 100 (\$7,000. 00) and other good and valuable consideration, in hand paid by FELICIA MALLOY, Grantee, the receipt of which is hereby acknowledged and confessed, has conveyed and quitclaimed and by the presents do convey and quitclaim unto said GRANTEE all right, title and interest of the GRANTORS, acquired by tax foreclosure sale heretofore held in CAUSE SUIT NO. C2338239, in favor of CITY OF NACOGDOCHES, NACOGDOCHES INDEPENDENT SCHOOL DISTRICT AND NACOGDOCHES COUNTY as Plaintiffs, as Intervenors, and **JOHNNY WHITAKER AND PRENTICE WHITAKER** said property being described as follows:

BEING LOT 26-A OF BLOCK 53, IN THE CITY OF NACOGDOCHES, NACOGDOCHES COUNTY AS DESCRIBED IN WARRANTY DEED, RECORDED IN VOLUME 1826, PAGE 279, ON INSTRUMENT FILED DECEMBER 1,2002, IN NACOGDOCHES COUNTY, TEXAS, AND BEING FURTHER IDENTIFIED ON THE TAX ROLL AND RECORDS OF NACOGDOCHES CENTRAL APPRAISAL DISTRICT UNDER PARCEL NUMBER 24445

This conveyance is made and accepted subject to the following matters to the extent that the same are in effect at this time: any and all rights of redemption, restrictions, covenants, conditions, easements, encumbrances and outstanding mineral interests, if any, relating to the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or governmental authorities, if any but only to the extent that they are still in effect, relating to the hereinabove described property.

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said FELICIA MALLOY, Grantee, their heirs and assigns forever, so that neither NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES, nor any person claiming under them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances or any part thereof, but not otherwise.

Grantee accepts the property in " AS IS" condition and subject to any environmental conditions that might have or still exist on said property.

Taxes for the current year are assumed by the Grantee.

IN TESTIMONY WHEREOF, NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES Grantors, have caused the presents to be executed on this _____ day of _____ 2025.

CITY OF NACOGDOCHES

BY: _____
MAYOR, CITY OF NACOGDOCHES

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

BEFORE ME, the undersigned authority, on this day personally appeared _____ MAYOR, CITY OF NACOGDOCHES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and, in the capacity, therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____ 2025.

NOTARY PUBLIC

Grantee:

Felicia Molloy
764 Fox Chase Circle
Bear, DE 19701

Return To:

Perdue, Brandon, Fielder, Collins & Mott, LLP
P O Box 2007
Tyler, TX 75710

Nacogdoches CAD Property Search

Property ID: 24445 For Year 2025

 Property Details

Account		
Property ID:	24445	Geographic ID: 17-053-0026-010000
Type:	R	Zoning: CITY OF NAC
Condo:		
Location		
Situs Address:	810 S SHAWNEE ST NACOGDOCHES, TX	
Map ID:	340	
Legal Description:	LOT 26-A BLK 53	
Abstract/Subdivision:	CITY OF NA	
Owner ⓘ		
Owner ID:	57624	
Name:	NACOGDOCHES ISD TRUSTEE/ TAX SALE	
Agent:		
Mailing Address:	STRUCK OFF PROPERTY ,	
% Ownership:	100.0%	
Exemptions:	EX - For privacy reasons not all exemptions are shown online.	

 Property Values

Improvement Homesite Value:	\$16,220 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$3,970 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$20,190 (=)

Agricultural Value Loss:	\$0 (-)
HS Cap Loss:	\$0 (-)
Circuit Breaker:	\$0 (-)
Appraised Value:	\$20,190
Ag Use Value:	\$0
Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.	

 Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax
01	NACOGDOCHES COUNTY	N/A	\$20,190	\$0	N/A
12	CITY OF NACOGDOCHES	N/A	\$20,190	\$0	N/A
36	NACOGDOCHES ISD	N/A	\$20,190	\$0	N/A
50	NAC CNTY HOSPITAL DIST	N/A	\$20,190	\$0	N/A

 Property Improvement - Building

Description: RESIDENCE **Type:** RESIDENCE **Living Area:** 800.0 sqft **Value:** \$16,220

Type	Description	Class CD	Year Built	SQFT
MAIN	RESIDENCE	F2	0	800

 Property Land

Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
FV-SV02	0.00	0.00	0.00	0.00	\$3,970	\$0

 Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	HS Cap Loss	Appraised
2025	\$16,220	\$3,970	\$0	\$0	\$20,190
2024	\$16,220	\$3,970	\$0	\$0	\$20,190

2023	\$13,440	\$3,970	\$0	\$0	\$17,410
2022	\$12,560	\$3,970	\$0	\$0	\$16,530
2021	\$10,470	\$3,310	\$0	\$0	\$13,780
2020	\$9,970	\$2,760	\$0	\$0	\$12,730

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
5/9/2023	SHFD	SHERIFFS DEED	WHITAKER JOHNNY & PRENTICE	CITY OF NACOGDOCHES			2023-3414
12/9/2002	OT	Owner Transfer	FEARS LOUTEE	WHITAKER JOHNNY & PRENTICE	1826	279	WD
1/24/1976	OT	Owner Transfer		FEARS LOUTEE	404	180	

ARB Data

Hearing Date And Time	Board Members	Owner's Opinion Of Value	Board's Determination Of Value	ARB Determination
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Estimated Tax Due

If Paid: 06/23/2025

\$ Pay Previous Years Taxes ()

Year	Taxing Jurisdiction	Tax Rate	Market Value	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount/Penalty & Interest	Attor F
2024	NACOGDOCHES COUNTY	0.448600	\$20,190	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0
2024	CITY OF NACOGDOCHES	0.528770	\$20,190	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0
2024	NACOGDOCHES ISD	1.135200	\$20,190	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0
	2024 Total:	2.112570			\$0.00	\$0.00	\$0.00	\$0.00	\$0
2023	NACOGDOCHES COUNTY	0.428100	\$17,410	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0

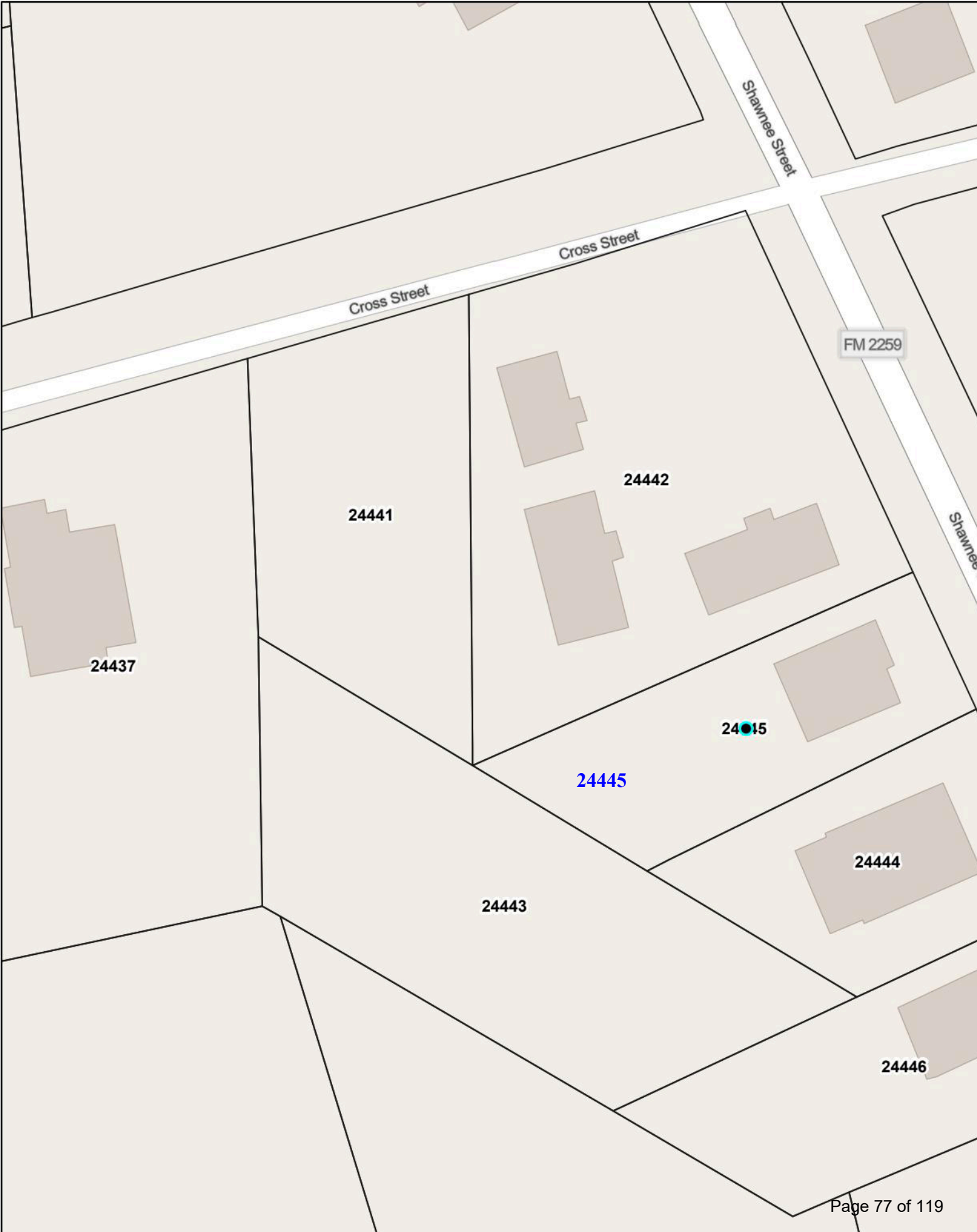


EXHIBIT "A"**BID ANALYSIS**

Cause #:	C1934877	Property ID #	23669
Previous Owner:	Roberta Malone Forney Norriss McNeese Estate, Et Al	Judgment Value:	\$8,280.00
Bid Amount:	\$4,140.00	Date of Sale:	SEPTEMBER 7, 2021
Bidders Name:	Felicia Malloy	Date Bid Submitted:	DECEMBER 24, 2024
Deed Name:	Felicia Malloy	Sale Recording Date:	November 30, 2021
Bidders Address:	764 Fox Chase Circle Bear, DE 19701	Redemption Expires:	DECEMBER 30, 2022

PROPERTY DESCRIPTION

LOT 18-2, BLOCK 43 OUTLOT, CITY OF NACOGDOCHES, RECORDED IN VOLUME 104, PAGE 547, FILED MAY 14, 1927, DEED RECORDS OF NACOGDOCHES COUNTY, TEXAS.

PROPERTY SITUS OR LOCATION: *N. Sanders St., Nacogdoches, Texas*

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
NACOGDOCHES COUNTY	1992-2020	\$1,940.23
NACOGDOCHES ISD	1992-2020	\$6,494.00
CITY OF NACOGDOCHES	1992-2020	\$2,590.98
	TOTAL	\$11,025.21

COSTS

Attorney Ad Litem	\$350.00	(Payable to Dean Watts)
Court Costs	\$631.82	(Payable to county Clerk)
Publication Fee	\$50.00	(Payable to PBFCM)
Title Research, postage & s/o deed	\$380.50	(Payable to PBFCM)
Resale Deed Recording Fee	\$29.00	(Payable to County Clerk)
TOTAL	\$1441.32	

PROPOSED DISTRIBUTION

Bid Amount	\$4,140.00
Costs	\$1,441.32
Net to Distribute	\$2,698.68

Entity	Percentage	Amount to Disburse
NACOGDOCHES COUNTY	.18	\$485.76
CITY OF NACOGDOCHES	.23	\$620.70
NACOGDOCHES ISD	.59	\$1,592.22
	TOTAL	\$2,698.68

SPECIAL RESALE DEED

STATE OF TEXAS §
COUNTY OF NACOGDOCHES §

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KNOW ALL MEN BY THESE PRESENTS that NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES, hereinafter called GRANTORS, each acting by and through its duly elected official GRANTOR") as authorized by Section 34. 05, Texas Property Tax Code, for and in consideration of FOUR THOUSAND ONE HUNDRED FORTY DOLLARS AND 00/ 100 (\$4,140.00) and other good and valuable consideration, in hand paid by FELICIA MOLLOY Grantee, the receipt of which is hereby acknowledged and confessed, has conveyed and quitclaimed and by the presents do convey and quitclaim unto said GRANTEE all right, title and interest of the GRANTORS, acquired by tax foreclosure sale heretofore held in CAUSE SUIT NO. C1934877 NACOGDOCHES COUNTY, ET AL vs. ROBERTA MALONE FORNEY NORRIS MCNEESE ESTATE, ET AL., said property being described as follows:

BEING LOT 18-2, BLOCK 43 OUTLOT, IN THE CITY OF NACOGDOCHES, NACOGDOCHES COUNTY AS DESCRIBED IN WARRANTY DEED, RECORD IN VOLUME 104, PAGE 547, ON INSTRUMENT FILED MAY 14, 1927, IN NACOGDOCHES COUNTY, TEXAS, AND BEING FURTHER IDENTIFIED ON THE TAX ROLL AND RECORDS OF NACOGDOCHES CENTRAL APPRAISAL DISTRICT UNDER PARCEL NUMBER 23669

This conveyance is made and accepted subject to the following matters to the extent that the same are in effect at this time: any and all rights of redemption, restrictions, covenants, conditions, easements, encumbrances and outstanding mineral interests, if any, relating to the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or governmental authorities, if any but only to the extent that they are still in effect, relating to the hereinabove described property.

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said FELICIA MOLLOY Grantee, their heirs and assigns forever, so that neither NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES, nor any person claiming under them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances or any part thereof, but not otherwise.

Grantee accepts the property in " AS IS" condition and subject to any environmental conditions that might have or still exist on said property.

Taxes for the current year are assumed by the Grantee.

IN TESTIMONY WHEREOF, NACOGDOCHES COUNTY has caused the presents to be executed on this _____ day of _____ 2025

CITY OF NACOGDOCHES

BY: _____
MAYOR, CITY OF NACOGDOCHES

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

BEFORE ME, the undersigned authority, on this day personally appeared _____ MAYOR, CITY OF NACOGDOCHES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and, in the capacity, therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day ____ of _____ 2025.

NOTARY PUBLIC

Grantee:
Felicia Molloy
764 Fox Chase Circle
Bear, DE 19701

Return to:
Perdue, Brandon, Fielder, Collins and Mott, LLP
P O Box 2007
Tyler, TX 75710

Nacogdoches CAD Property Search

Property ID: 23669 For Year 2025

Property Details

Account		
Property ID:	23669	Geographic ID: 17-043-1018-020000
Type:	R	Zoning: CITY OF NAC
Condo:		
Location		
Situs Address:	N SANDERS ST NACOGDOCHES, TX	
Map ID:	OT	
Legal Description:	OUTLOT 18-2 BK 43	
Abstract/Subdivision:	CITY OF NA	
Owner 		
Owner ID:	57624	
Name:	NACOGDOCHES ISD TRUSTEE/ TAX SALE	
Agent:		
Mailing Address:	STRUCK OFF PROPERTY ,	
% Ownership:	100.0%	
Exemptions:	EX - For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$11,920 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$11,920 (=)

Agricultural Value Loss: ⓘ	\$0 (-)
HS Cap Loss: ⓘ	\$0 (-)
Circuit Breaker: ⓘ	\$0 (-)
Appraised Value: ⓘ	\$11,920
Ag Use Value:	\$0

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

📖

Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax
01	NACOGDOCHES COUNTY	N/A	\$11,920	\$0	N/A
12	CITY OF NACOGDOCHES	N/A	\$11,920	\$0	N/A
36	NACOGDOCHES ISD	N/A	\$11,920	\$0	N/A
50	NAC CNTY HOSPITAL DIST	N/A	\$11,920	\$0	N/A

📖

Property Improvement - Building

📖

Property Land

Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
FV-SV06	0.28	12,196.80	0.00	0.00	\$11,920	\$0

📖

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	HS Cap Loss	Appraised
2025	\$0	\$11,920	\$0	\$0	\$11,920
2024	\$0	\$11,920	\$0	\$0	\$11,920
2023	\$0	\$11,920	\$0	\$0	\$11,920
2022	\$0	\$11,920	\$0	\$0	\$11,920
2021	\$0	\$9,940	\$0	\$0	\$9,940

2020	\$0	\$8,280	\$0	\$0	\$8,280
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Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
11/30/2021	SHFD	SHERIFFS DEED	MALONE ROBERTA FORNEY	NACOGDOCHES I S D			2021-9964
5/14/1927	WDEED	WARRANTY DEED	BERGER ROBERT	FORNEY ROBERTA	104	547	

ARB Data

Hearing Date And Time	Board Members	Owner's Opinion Of Value	Board's Determination Of Value	ARB Determination
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Estimated Tax Due

If Paid:

06/23/2025



\$ Pay Previous Years Taxes ()

Year	Taxing Jurisdiction	Tax Rate	Market Value	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount/Penalty & Interest	Attorney Fees
2024	NACOGDOCHES COUNTY	0.448600	\$11,920	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2024	CITY OF NACOGDOCHES	0.528770	\$11,920	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2024	NACOGDOCHES ISD	1.135200	\$11,920	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	2024 Total:	2.112570			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2023	NACOGDOCHES COUNTY	0.428100	\$11,920	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2023	CITY OF NACOGDOCHES	0.474450	\$11,920	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2023	NACOGDOCHES ISD	1.139700	\$11,920	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	2023 Total:	2.042250			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2022	NAC CNTY HOSPITAL DIST	0.000000	\$11,920	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

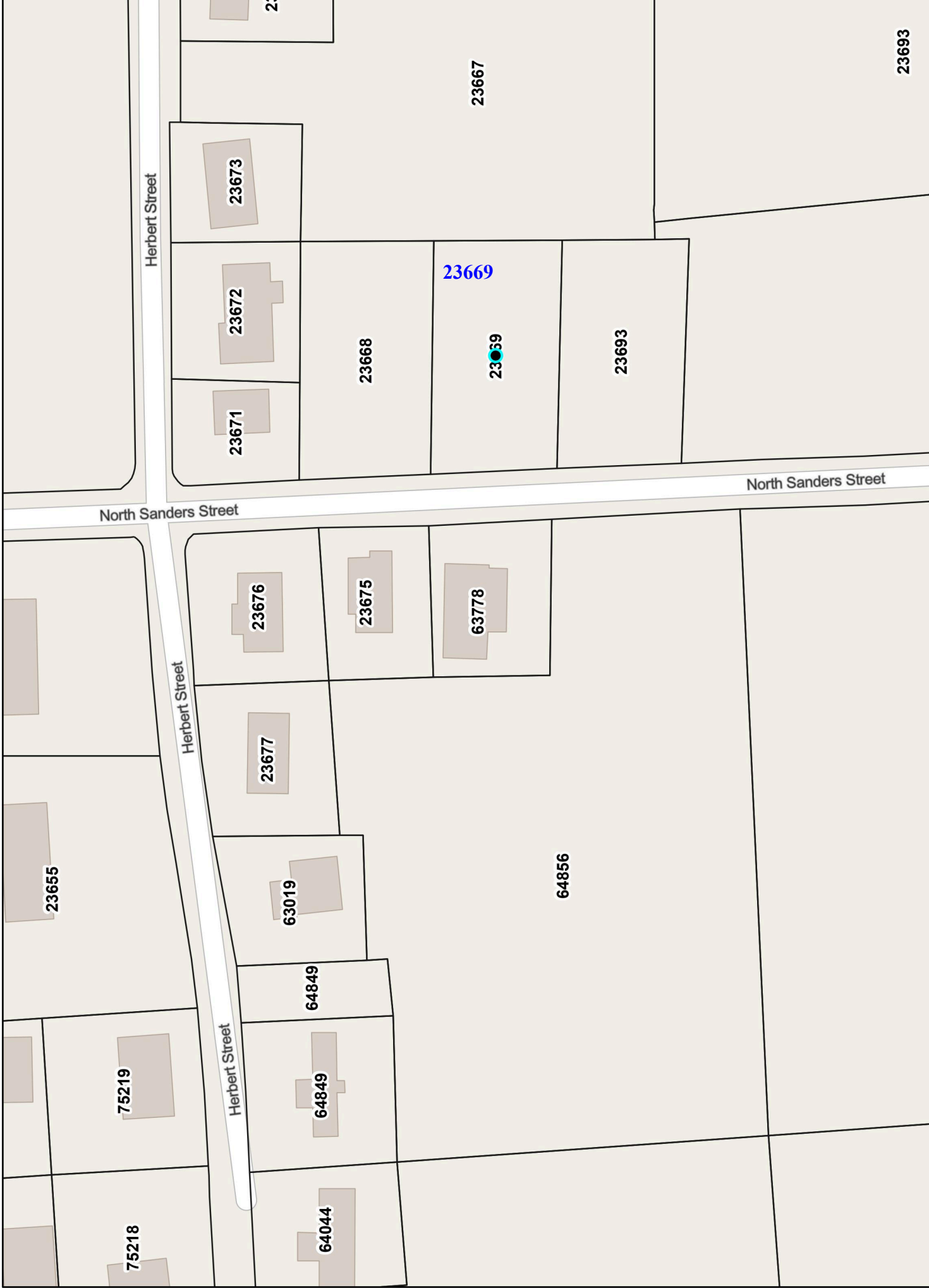


EXHIBIT "A"**BID ANALYSIS**

Cause #:	C2338239	Property ID #	31349
Previous Owner:	R V ROQUEMORE	Judgment Value:	\$3,280.00
Bid Amount:	\$2,000.00	Date of Sale:	March 7, 2023
Bidders Name:	Ronnie R. Williams	Date Bid Submitted:	
Deed Name:	Ronnie R. Williams	Sale Recording Date:	May 9, 2023
Bidders Address:	4311 Canadian River Dr. Sugarland, TX 77478	Redemption Expires:	November 9, 2023

PROPERTY DESCRIPTION

LOT 2-A BLOCK 8 OF THR J.G. ORTON FIRST ADDITION, RECORDED IN VOLUME 142, PAGE 171, DEED RECORDS OF NACOGDOCHES COUNTY, TEXAS.

PROPERTY SITUS OR LOCATION: *Arthur Weaver St., Nacogdoches, Texas*

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
NACOGDOCHES COUNTY	2009-2022	\$505.36
NACOGDOCHES ISD	2009-2022	\$1,610.94
CITY OF NACOGDOCHES	2009-2022	\$614.88
	TOTAL	\$2,731.18

COSTS

Publication Fee	\$201.00	(Payable to PBFCM)
City Lien & Release	\$857.76	(Payable to City)
Title Research, postage & s/o deed	\$440.72	(Payable to PBFCM)
Resale Deed Recording Fee	\$29.00	(Payable to County Clerk)
TOTAL	\$1,528.48	

PROPOSED DISTRIBUTION

Bid Amount	\$2,000.00
Costs	\$1,528.48
Net to Distribute	\$471.52

Entity	Percentage	Amount to Disburse
NACOGDOCHES COUNTY	.20	\$94.31
CITY OF NACOGDOCHES	.24	\$113.16
NACOGDOCHES ISD	.56	\$264.05
	TOTAL	\$471.52

SPECIAL RESALE DEED

STATE OF TEXAS §
COUNTY OF NACOGDOCHES §

NOTICE OF CONFIDENTIALITY RIGHTS:

IF YOU ARE A NATURAL PERSON; YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

KNOW ALL MEN BY THESE PRESENTS that CITY OF NACOGDOCHES, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES INDEPENDENT SCHOOL DISTRICT AND NACOGDOCHES COUNTY, hereinafter called GRANTORS, each acting by and through its duly elected official GRANTOR") as authorized by Section 34. 05, Texas Property Tax Code, for and in consideration of TWO THOUSAND DOLLARS AND 00/100 (\$2,000. 00) and other good and valuable consideration, in hand paid by RONNIE R. WOLLIAMS, Grantee, the receipt of which is hereby acknowledged and confessed, has conveyed and quitclaimed and by the presents do convey and quitclaim unto said GRANTEE all right, title and interest of the GRANTORS, acquired by tax foreclosure sale heretofore held in CAUSE SUIT NO. C2338239, in favor of CITY OF NACOGDOCHES, NACOGDOCHES INDEPENDENT SCHOOL DISTRICT AND NACOGDOCHES COUNTY as Plaintiffs, as Intervenors, and **RV ROQUEMORE ESTATE**, said property being described as follows:

BEING PART OF LOT 2-A BLOCK 8 OF THE J.G. ORTON FIRST ADDITION SUBDIVISION, IN THE CITY OF NACOGDOCHES, NACOGDOCHES COUNTY AS DESCRIBED IN WARRANTY DEED WITH VENDORS LIEN, RECORDED IN VOLUME 142, PAGE 171, ON INSTRUMENT FILED MARCH 26, 1938, IN NACOGDOCHES COUNTY, TEXAS, BEING FURTHER IDENTIFIED ON THE TAX ROLL AND RECORDS OF NACOGDOCHES CENTRAL APPRAISAL DISTRICT UNDER PARCEL NUMBER 31349

This conveyance is made and accepted subject to the following matters to the extent that the same are in effect at this time: any and all rights of redemption, restrictions, covenants, conditions, easements, encumbrances and outstanding mineral interests, if any, relating to the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or governmental authorities, if any but only to the extent that they are still in effect, relating to the hereinabove described property.

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said RONNIE R. WOLLIAMS, Grantee, their heirs and assigns forever, so that neither CITY OF NACOGDOCHES, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES INDEPENDENT SCHOOL DISTRICT AND NACOGDOCHES COUNTY, nor any person claiming under them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances or any part thereof, but not otherwise.

Grantee accepts the property in " AS IS" condition and subject to any environmental conditions that might have or still exist on said property.

IN TESTIMONY WHEREOF, CITY OF NACOGDOCHES has caused the presents to be executed on this _____ day of _____ 2025.

CITY OF NACOGDOCHES

BY: _____
MAYOR, CITY OF NACOGDOCHES

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

BEFORE ME, the undersigned authority, on this day personally appeared _____ MAYOR, CITY OF NACOGDOCHES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and, in the capacity, therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____ 2025.

NOTARY PUBLIC

Grantee:
Ronnie R. Williams
4311 Canadian River Dr.
Nacogdoches, TX 75965

Return To:
Perdue, Brandon, Fielder, Collins & Mott, LLP
P O Box 2007
Tyler, TX 75710

Nacogdoches CAD Property Search

Property ID: 31349 For Year 2025

 Property Details

Account		
Property ID:	31349	Geographic ID: 18-437-5308-002010
Type:	R	Zoning: CITY OF NAC
Condo:		
Location		
Situs Address:	ARTHUR WEAVER ST NACOGDOCHES, TX	
Map ID:	53	
Legal Description:	LT 2-A BK 8 J G ORTON (LUCAS ST)	
Abstract/Subdivision:	04/013	
Owner ⓘ		
Owner ID:	57624	
Name:	NACOGDOCHES ISD TRUSTEE/ TAX SALE	
Agent:		
Mailing Address:	STRUCK OFF PROPERTY ,	
% Ownership:	100.0%	
Exemptions:	EX - For privacy reasons not all exemptions are shown online.	

 Property Values

Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$3,280 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$3,280 (=)

Agricultural Value Loss:	\$0 (-)
HS Cap Loss:	\$0 (-)
Circuit Breaker:	\$0 (-)
Appraised Value:	\$3,280
Ag Use Value:	\$0
Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.	

Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax
01	NACOGDOCHES COUNTY	N/A	\$3,280	\$0	N/A
12	CITY OF NACOGDOCHES	N/A	\$3,280	\$0	N/A
36	NACOGDOCHES ISD	N/A	\$3,280	\$0	N/A
50	NAC CNTY HOSPITAL DIST	N/A	\$3,280	\$0	N/A

Property Improvement - Building

Property Land

Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
FV-SVOR	0.00	0.00	0.00	0.00	\$3,280	\$0

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	HS Cap Loss	Appraised
2025	\$0	\$3,280	\$0	\$0	\$3,280
2024	\$0	\$3,280	\$0	\$0	\$3,280
2023	\$0	\$3,280	\$0	\$0	\$3,280
2022	\$0	\$3,280	\$0	\$0	\$3,280
2021	\$0	\$2,730	\$0	\$0	\$2,730

2020	\$0	\$2,280	\$0	\$0	\$2,280
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 Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
5/9/2023	SHFD	SHERIFFS DEED	ROQUEMORE R V	NACOGDOCHES ISD TRUSTEE/ TAX SALE			2023-3419
4/2/1938	WDVL	W DEED VENDORS LIEN	COMMERCIAL NATIONAL BANK	ROQUEMORE R V	142	171	

 ARB Data

Hearing Date And Time	Board Members	Owner's Opinion Of Value	Board's Determination Of Value	ARB Determination
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 Estimated Tax Due

If Paid:

06/11/2025

\$ Pay Previous Years Taxes ()

Year	Taxing Jurisdiction	Tax Rate	Market Value	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount/Penalty & Interest	Attorne Fee
2024	NACOGDOCHES COUNTY	0.448600	\$3,280	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.0
2024	CITY OF NACOGDOCHES	0.528770	\$3,280	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.0
2024	NACOGDOCHES ISD	1.135200	\$3,280	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.0
	2024 Total:	2.112570			\$0.00	\$0.00	\$0.00	\$0.00	\$0.0
2023	NACOGDOCHES ISD	1.139700	\$3,280	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.0
2023	CITY OF NACOGDOCHES	0.474450	\$3,280	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.0
2023	NACOGDOCHES COUNTY	0.428100	\$3,280	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.0
	2023 Total:	2.042250			\$0.00	\$0.00	\$0.00	\$0.00	\$0.0

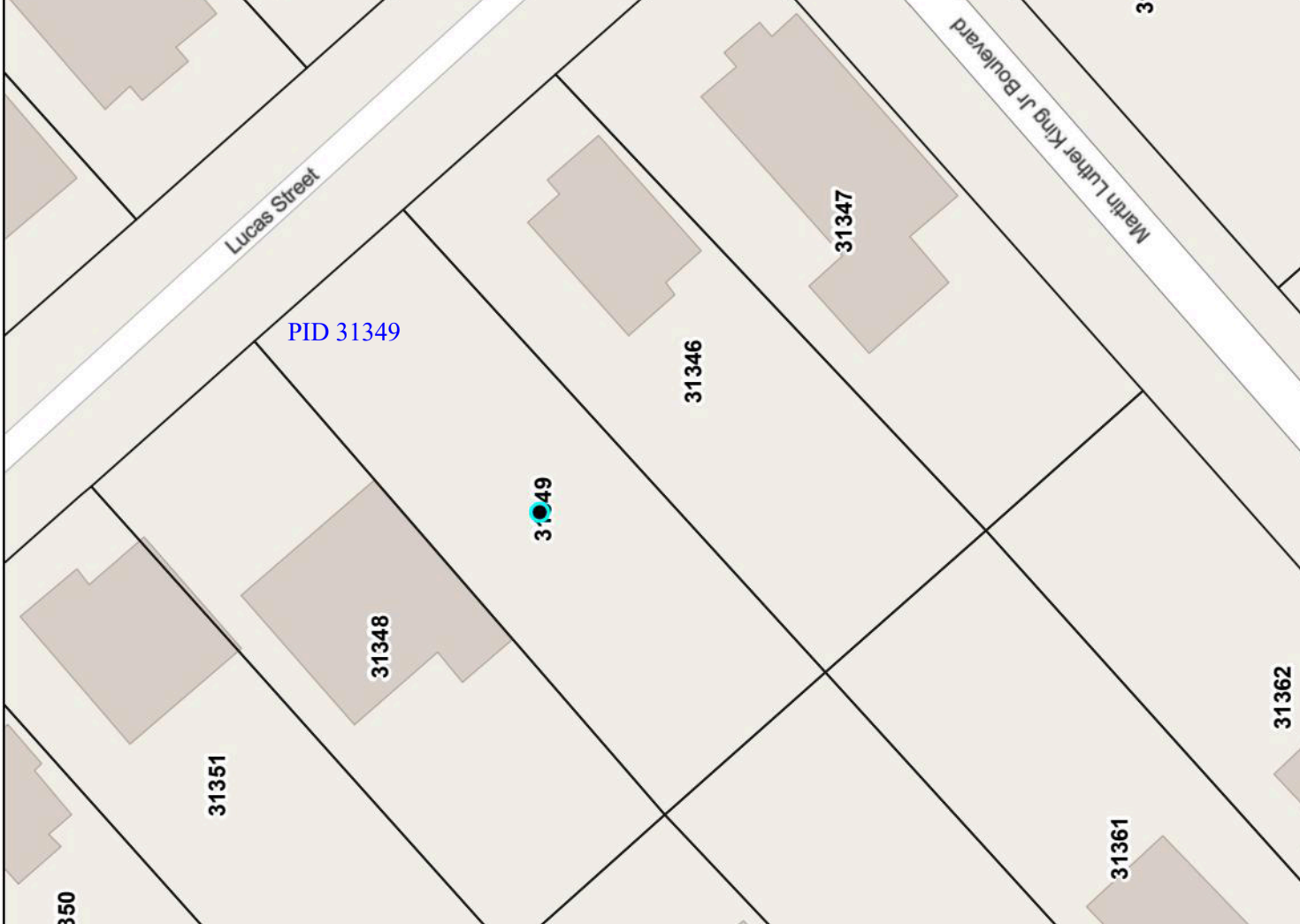


EXHIBIT "A"**BID ANALYSIS**

Cause #:	C2338239	Property ID #	25209
Previous Owner:	Polly Parker Jackson	Judgment Value:	\$11,920.00
Bid Amount:	\$4,000.00	Date of Sale:	MARCH 7, 2023
Bidders Name:	George Barham IV	Date Bid Submitted:	DECEMBER 24, 2024
Deed Name:	Pacific Premier Trust Custodian FBO George Barham IV IRA	Sale Recording Date:	MAY 9, 2023
Bidders Address:	409 E. Hospital St. Nacogdoches, TX 75961	Redemption Expires:	NOVEMBER 9, 2023

PROPERTY DESCRIPTION

LOT 2, BLOCK 48-B, BLOCK 56 CITY OF NACOGDOCHES, RECORDED IN VOLUME 645, PAGE 887, FILED NOVEMBER 7, 1986, DEED RECORDS OF NACOGDOCHES COUNTY, TEXAS.

PROPERTY SITUS OR LOCATION: 1021 Cottonwood St., Nacogdoches, Texas

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
NACOGDOCHES COUNTY	2008-2010, 2012-2022	\$1,749.38
NACOGDOCHES ISD	2008-2010, 2012-2022	\$3,342.47
CITY OF NACOGDOCHES	2008-2010, 2012-2022	\$2,030.64
	TOTAL	\$7,122.49

COSTS

City Liens	\$1,020.00	(Payable to the City)
City Liens Release	\$130.00	(Payable to county Clerk)
Publication Fee	\$201.00	(Payable to PBFCM)
Title Research, postage & s/o deed	\$406.48	(Payable to PBFCM)
Resale Deed Recording Fee	\$29.00	(Payable to County Clerk)
TOTAL	\$1,786.48	

PROPOSED DISTRIBUTION

Bid Amount	\$4,000.00
Costs	\$1,786.48
Net to Distribute	\$2,213.52

Entity	Percentage	Amount to Disburse
NACOGDOCHES COUNTY	.24	\$531.24
CITY OF NACOGDOCHES	.29	\$641.93
NACOGDOCHES ISD	.47	\$1,040.35
	TOTAL	\$2,213.52

SPECIAL RESALE DEED

STATE OF TEXAS §
COUNTY OF NACOGDOCHES §

NOTICE OF CONFIDENTIALITY RIGHTS:

IF YOU ARE A NATURAL PERSON; YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

KNOW ALL MEN BY THESE PRESENTS that NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES, hereinafter called GRANTORS, each acting by and through its duly elected official GRANTOR") as authorized by Section 34. 05, Texas Property Tax Code, for and in consideration of FOUR THOUSAND DOLLARS AND 00/ 100 (\$4,000.00) and other good and valuable consideration, in hand paid by **Pacific Premier Trust Custodian FBO George Barham IV IRA**, Grantee, the receipt of which is hereby acknowledged and confessed, has conveyed and quitclaimed and by the presents do convey and quitclaim unto said GRANTEE all right, title and interest of the GRANTORS, acquired by tax foreclosure sale heretofore held in CAUSE SUIT NO. C2338239, in favor of CITY OF NACOGDOCHES, NACOGDOCHES INDEPENDENT SCHOOL DISTRICT AND NACOGDOCHES COUNTY as Plaintiffs, as Intervenor, and **POLLY PARKER JACKSON**, said property being described as follows:

BEING LOT 48-B OF BLOCK 56, IN THE CITY OF NACOGDOCHES, NACOGDOCHES COUNTY AS DESCRIBED IN WARRANTY DEED, RECORDED IN VOLUME 645, PAGE 887, ON INSTRUMENT FILED NOVEMBER 7, 1986, IN NACOGDOCHES COUNTY, TEXAS, AND BEING FURTHER IDENTIFIED ON THE TAX ROLL AND RECORDS OF NACOGDOCHES CENTRAL APPRAISAL DISTRICT UNDER PARCEL NUMBER 25209

This conveyance is made and accepted subject to the following matters to the extent that the same are in effect at this time: any and all rights of redemption, restrictions, covenants, conditions, easements, encumbrances and outstanding mineral interests, if any, relating to the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or governmental authorities, if any but only to the extent that they are still in effect, relating to the hereinabove described property.

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said **Pacific Premier Trust Custodian FBO George Barham IV IRA**, Grantee, their heirs and assigns forever, so that neither NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES, nor any person claiming under them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances or any part thereof, but not otherwise.

Grantee accepts the property in "AS IS" condition and subject to any environmental conditions that might have or still exist on said property.

Taxes for the current year are assumed by the Grantee.

IN TESTIMONY WHEREOF, NACOGDOCHES INDEPENDENT SCHOOL DISTRICT, TRUSTEE, in trust for the use and benefit of itself, NACOGDOCHES COUNTY AND CITY OF NACOGDOCHES Grantors, have caused the presents to be executed on this _____ day of _____ 2025.

CITY OF NACOGDOCHES

BY: _____
MAYOR, CITY OF NACOGDOCHES

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

BEFORE ME, the undersigned authority, on this day personally appeared _____ MAYOR, CITY OF NACOGDOCHES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and, in the capacity, therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day _____ of _____ 2025.

NOTARY PUBLIC

Grantee:

Pacific Premier Trust Custodian FBO George Barham IV IRA
PO Box 981012
Boston, MA 02298

Return to:
Perdue, Brandon, Fielder, Collins and Mott, LLP
P O Box 2007, Tyler, TX 75710

Nacogdoches CAD Property Search

Property ID: 25209 For Year 2025

 Property Details

Account		
Property ID:	25209	Geographic ID: 17-056-0480-020000
Type:	R	Zoning: CITY OF NAC
Condo:		
Location		
Situs Address:	1021 COTTONWOOD ST NACOGDOCHES, TX	
Map ID:	007	
Legal Description:	LT 48-B BK 56	
Abstract/Subdivision:	CITY OF NA	
Owner ⓘ		
Owner ID:	57624	
Name:	NACOGDOCHES ISD TRUSTEE/ TAX SALE	
Agent:		
Mailing Address:	STRUCK OFF PROPERTY ,	
% Ownership:	100.0%	
Exemptions:	EX - For privacy reasons not all exemptions are shown online.	

 Property Values

Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$11,920 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$11,920 (=)

Agricultural Value Loss:	\$0 (-)
HS Cap Loss:	\$0 (-)
Circuit Breaker:	\$0 (-)
Appraised Value:	\$11,920
Ag Use Value:	\$0
Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.	

 Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax
01	NACOGDOCHES COUNTY	N/A	\$11,920	\$0	N/A
12	CITY OF NACOGDOCHES	N/A	\$11,920	\$0	N/A
36	NACOGDOCHES ISD	N/A	\$11,920	\$0	N/A
50	NAC CNTY HOSPITAL DIST	N/A	\$11,920	\$0	N/A

 Property Improvement - Building

 Property Land

Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
FV-SV06	0.00	0.00	0.00	0.00	\$11,920	\$0

 Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	HS Cap Loss	Appraised
2025	\$0	\$11,920	\$0	\$0	\$11,920
2024	\$0	\$11,920	\$0	\$0	\$11,920
2023	\$0	\$11,920	\$0	\$0	\$11,920
2022	\$0	\$11,920	\$0	\$0	\$11,920
2021	\$0	\$9,940	\$0	\$0	\$9,940

2020	\$0	\$8,280	\$0	\$0	\$8,280
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Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
5/9/2023	SHFD	SHERIFFS DEED	PARKER POLLY JACKSON	NACOGDOCHES ISD TRUSTEE/ TAX SALE			2023-3420
11/6/1986	OT	Owner Transfer		PARKER POLLY JACKSON	645	887	

ARB Data

Hearing Date And Time	Board Members	Owner's Opinion Of Value	Board's Determination Of Value	ARB Determination
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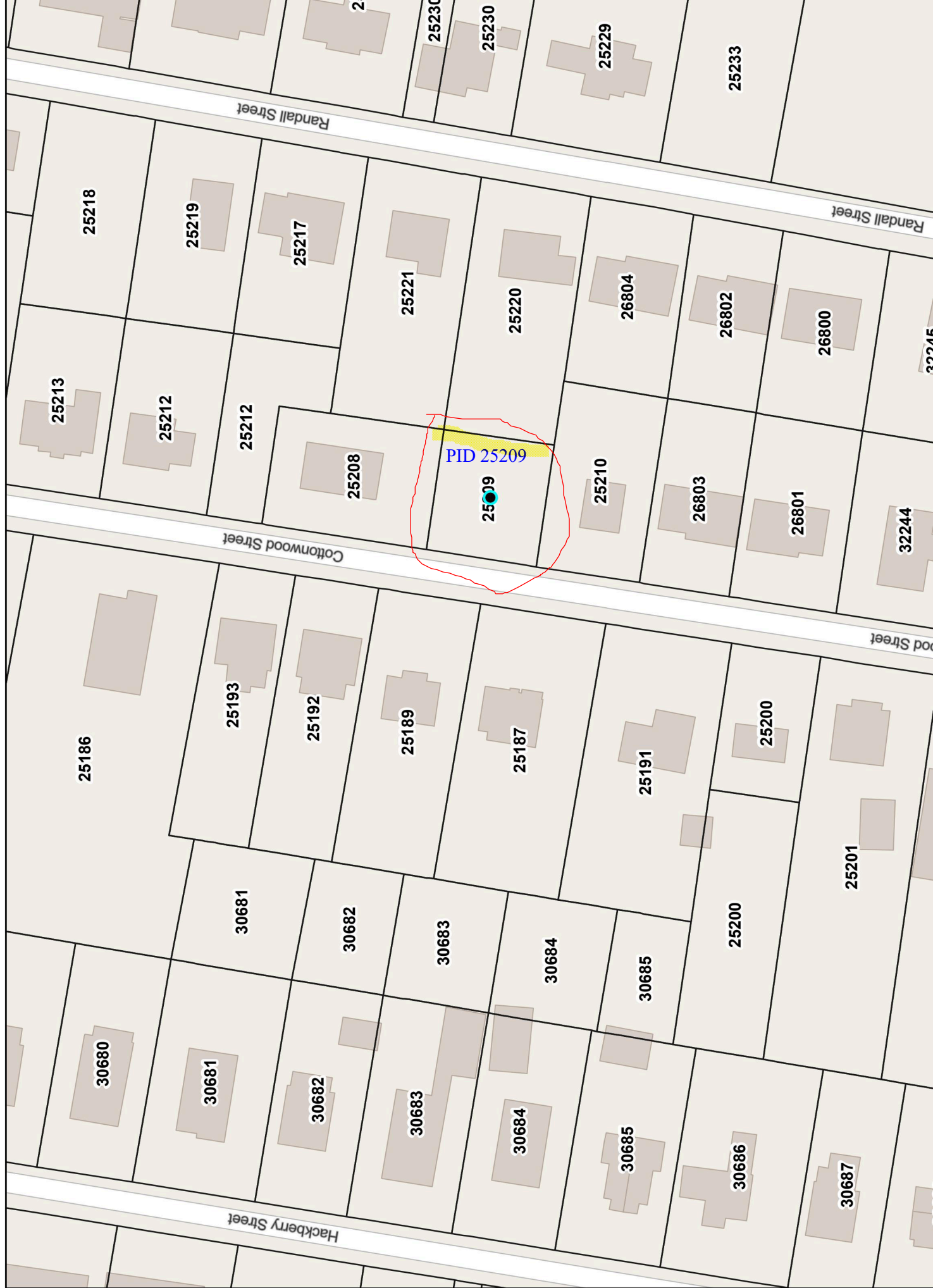
Estimated Tax Due

If Paid:

06/11/2025

\$ Pay Previous Years Taxes ()

Year	Taxing Jurisdiction	Tax Rate	Market Value	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount/Penalty & Interest	Attor F
2024	NACOGDOCHES COUNTY	0.448600	\$11,920	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0
2024	CITY OF NACOGDOCHES	0.528770	\$11,920	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0
2024	NACOGDOCHES ISD	1.135200	\$11,920	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0
	2024 Total:	2.112570			\$0.00	\$0.00	\$0.00	\$0.00	\$0
2023	NACOGDOCHES ISD	1.139700	\$11,920	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0
2023	CITY OF NACOGDOCHES	0.474450	\$11,920	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0
2023	NACOGDOCHES COUNTY	0.428100	\$11,920	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0
	2023 Total:	2.042250			\$0.00	\$0.00	\$0.00	\$0.00	\$0
2022	NACOGDOCHES COUNTY	0.472200	\$11,920	\$11,920	\$56.29	\$0.00	\$56.29	\$23.07	\$1





City Council Meeting

Date: July 1, 2025

Agenda Item: 5.D.

PRESENTER: Jessica Sowell, Community Services Director, Mercedes Franks, Library Manager

ITEM/SUBJECT: Consider acceptance of the 2025 Texas Book Festival Collection Development grant in the amount of \$2,500.00. (Community Services Director)

SUMMARY/BACKGROUND: The City of Nacogdoches Public Library applied for and received a Collection Development Grant from Texas Book Festival in the amount of \$2,500.00 for the purchase of books and materials to add to the library's youth and adult collections.

Texas Book Festival is a nonprofit organization founded by former First Lady Laura Bush to promote literacy and support public libraries. This is the eighth time our public library has received this grant, most recently in 2024.

FINANCIAL:

FINANCIAL:

Item is not budgeted

Account #: 24.560.31

Project Code- 224-02

Amount: \$2,500

Library Grant Revenue Amount: \$2,500

Account#: 24.21.610.65 Books & Materials

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

CITY CONTACT: Jessica Sowell, Community Services Director

ATTACHMENTS:



City Council Meeting

Date: July 1, 2025

Agenda Item: 6.A.

PRESENTER: Kevin Sardinha, Accounting Manager

ITEM/SUBJECT: Discuss, consider, and act upon awarding a depository services contract to Cadence Bank and authorizing the City Manager to execute the contract and all necessary agreements. (Accounting Manager)

SUMMARY/BACKGROUND: Chapter 105 of the Texas Local Government Code requires that the City competitively solicit Financial Institutions to provide Primary Depository Services at least every five (5) years. The City's current five-year Depository Contract terminates on September 30, 2025. The City, with the assistance of Valley View Consulting, LLC, conducted the required solicitation and received six applications to provide primary depository services to the City. After a detailed review and analysis of the applications, it was determined that Cadence Bank provided the most advantageous application to serve as the City's Primary Depository Services provider.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL:

The potential impact of the award will be an overall net income to the City of \$720,441 over the initial two-year term of the contract and \$1,799,602 over the full five-year term if the one-year extensions are approved.

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

CITY CONTACT: Kevin Sardinha, Accounting Manager

ATTACHMENTS: 1. Nacogdoches - Resolution -Depository Services Contract 2025 07 01

**CITY OF NACOGDOCHES, TEXAS
RESOLUTION NO. YEAR-#**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NACOGDOCHES, TEXAS, AWARDING A PRIMARY DEPOSITORY SERVICES CONTRACT TO CADENCE BANK, AND AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE ALL AGREEMENTS NECESSARY TO IMPLEMENT THE CONTRACT.

WHEREAS, the City is required by Chapter 105 of the Texas Local Government Code to select a primary depository for the City's funds, and

WHEREAS, the City has solicited for applications from eligible financial institutions to serve as the City's primary Depository, and

WHEREAS, the City has determined that Cadence Bank, has provided the most advantageous terms to the City,

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

Section 1. The above and foregoing premises are true and correct legislative findings, and they are incorporated herein and made a part hereof for all purposes.

Section 2. The City Council hereby awards the City's primary depository contract to Cadence Bank for an initial two-year term effective October 1, 2025, with the option to extend for up to three (3) additional one-year periods.

Section 3. The City Manager, or designee, is hereby authorized to execute all necessary agreements to establish the depository relationship.

Section 4. If any section, paragraph, sentence, clause, phrase or word of this Resolution or the application thereof to any person or circumstance is held invalid or unconstitutional, such holding shall not affect the validity of the remaining portions of this Resolution, and the City Council hereby declares that it would have passed such portions remaining despite invalidity or unconstitutionality.

Section 5. That this resolution, and the removal and appointment herein, shall take effective immediately from and after the date of its passage.

DULY PASSED by the City Council of the City of Nacogdoches, Texas, on **the 1st day of July 2025.**

CITY OF NACOGDOCHES, TEXAS

Randy Johnson, Mayor

ATTEST:

Rhonda Lewis, City Secretary

APPROVED AS TO LEGAL FORM:

[NAME], City Attorney

PRESENTER: Larissa Philpot-Brown, Economic Development Director

ITEM/SUBJECT: Receive a presentation and hold a discussion regarding the establishment of a Type B Economic Development Corporation. (Executive Director of Economic Development)

SUMMARY/BACKGROUND: Staff is presenting a strategic plan to establish a Type B Economic Development Corporation (EDC) for the City of Nacogdoches. This initiative is designed to provide a dedicated and sustainable funding mechanism for economic development projects. The proposed Type B EDC would expand the City's capacity to invest in infrastructure, downtown revitalization, business support for recruitment and retention, and workforce development in a way that aligns with community priorities and state law.

Since its formation in 1996, NEDCO has served as the community's primary public-private economic development organization, with funding from the City and private-sector stakeholders. In the years prior to 1996, economic development in Nacogdoches was driven by the Chamber of Commerce through ad hoc efforts. Recognizing the need for more structure and capacity, the community created NEDCO. In 2017, the City Council established an Economic Development Fund to mirror the functions of a 4A/4B sales tax corporation. This fund has received an average of \$200,000 annually and has supported key initiatives such as airport improvements, fire suppression grants for downtown buildings, and the City's comprehensive planning efforts.

Today, NEDCO focuses on a broad range of economic development activities, including business recruitment, entrepreneurial support, workforce training, large-project incentive negotiations, and intergovernmental coordination. Current City contributions to NEDCO total \$120,000 annually, supplemented by \$230,000 from private members.

Despite these investments, Nacogdoches remains one of the few Texas cities without a dedicated sales tax mechanism specifically for economic development. Establishing a Type B EDC would align the City with best practices across the state while providing greater flexibility and consistency in funding.

A Type B EDC offers cities a powerful tool to support economic growth. This proposal does not involve a tax increase but rather repurposes a portion of existing collections for eligible development projects. A Type B structure would provide the City with flexibility to fund not only traditional industrial recruitment efforts but also initiatives that strengthen the local quality of life and economic resiliency.

Eligible Type B projects include:

- Infrastructure improvements supporting primary job creation - including buildings, equipment, utility infrastructure, roads, and rail infrastructure
- Small business development and entrepreneurial support

- Workforce training facilities and programs
- Downtown revitalization and fire suppression
- Cultural amenities, trails, parks, and public spaces
- Aviation related infrastructure
- Public safety facilities
- Maintenance and operation associated with projects, i.e. costs associated with ownership and development of an industrial or business park

If supported by Council, the proposed implementation timeline would begin immediately with legal and organizational preparation including appointing a board, legal incorporation, strategic planning, and creation of a budget

Creating a Type B EDC will provide Nacogdoches with a permanent and flexible funding tool to support long-term job creation and economic growth. It will enhance the City's ability to invest in public infrastructure and leverage grant opportunities at the state and federal level to strengthen business attraction efforts. The new corporation would also provide greater support for small business growth and downtown revitalization—two key goals regularly identified by local stakeholders.

Staff sees this as a first step to a long term goal of fully funding economic development. As funding structures change, staff will pursue all appropriate options to present to Council and the community to continue to fund this important program.

FINANCIAL:

No financial impact associated with this item.

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

CITY CONTACT: Larissa Philpot-Brown, AICP
936-559-1255
lphilpot@nedco.org

ATTACHMENTS: 1. Presentation



Strategic Plan to Establish a Type B Economic Development Corporation

Presented by: Larissa Philpot-Brown,
President & CEO, NEDCO

History of Economic Development Funding

- Pre-1996: Chamber-led ad hoc initiatives.
- 1996: NEDCO formed with City and private funding.
- 1996 –Today: City funding and project partnerships.
- Current funding
 - \$120,000 membership to NEDCO
 - \$230,000 non-city memberships to NEDCO
 - \$150,000 funding in City Economic Development Fund
 - Benefit: coalition building, private donor support
 - Challenge: no sustained development funding tool



History of Economic Development Funding

- 2017

- City Council created the “Economic Development Fund to Mirror 4A/4B Funding Model”
- Average annual funding: \$200,000
- Current Available Balance: \$831,201
- Utilized to date for:
 - Airport improvements to support SFA Flight School/HCH Aviation
 - Downtown fire suppression grants
 - Supplement comprehensive plan
- Policy allows to be utilized for:
 - Incentives offered through a 380 agreement
 - Planning documents
 - Support of entrepreneurial and workforce training

Economic Development Today

- NEDCO is a public-private partnership founded in 1996.
- Mission: Promote and support economic growth in Nacogdoches.
- Focus:
 - Business recruitment
 - Business development
 - Large business development – 380/381 negotiations
 - Small business development – entrepreneurial support
 - Workforce development & support
 - Downtown support
 - Intergovernmental coordination
 - Airport planning & development

Current Sales Tax Allocation

Total Rate: 8.25%

6.25% – State of Texas

1.00% – City of Nacogdoches
General Fund

1.00% – Nacogdoches County
Hospital District

No current sales tax allocation for
economic development

Why a Type B EDC?

Broadly: Includes property development, project incentivization, downtown revitalization, parks, tourism, and housing

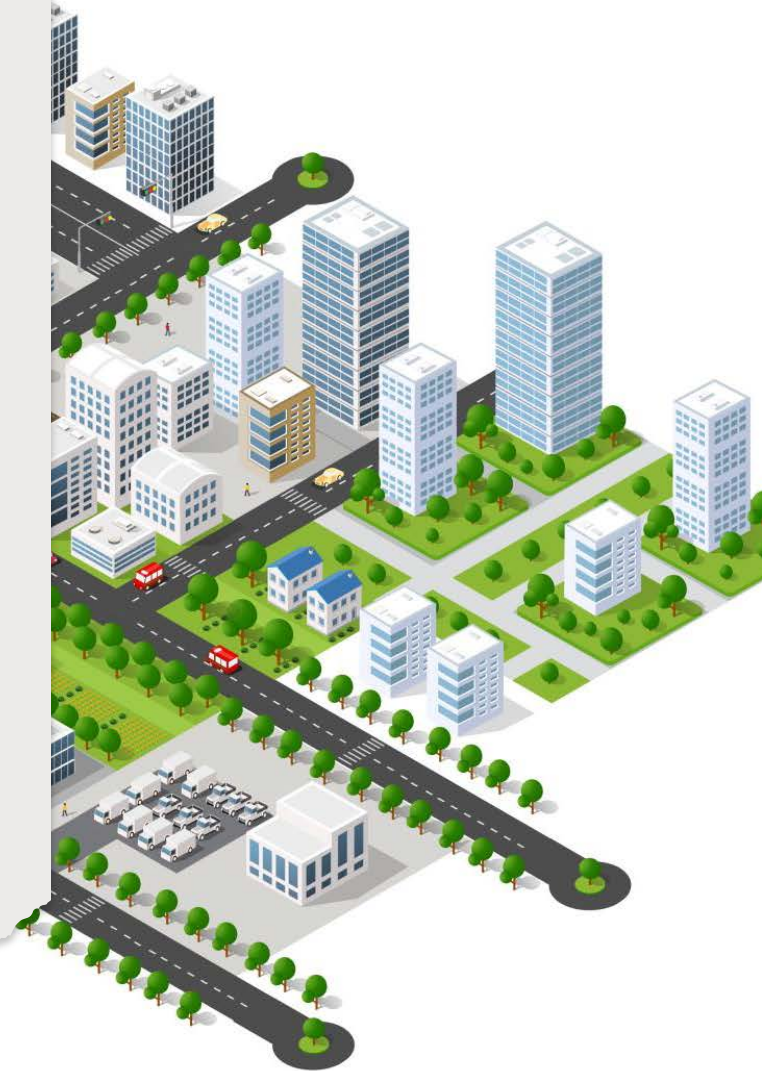
Meets needs of growing community and SFA expansion.

Funds infrastructure and quality-of-life projects.

No new taxes are required to establish the corporation.

Key Objective

- Create a Type B EDC to support job creation through:
 - Improved infrastructure
 - Enhanced public amenities
 - Increased site availability
 - Stimulated business and tourism



Funding

General Fund (economic development reserve)

Hotel Occupancy Tax (HOT) – for tourism related projects

Tax Increment Reinvestment Zone (TIRZ) increment sharing

State and federal grants

Private partnerships and foundations

Revenue from city-owned assets

Eligible Type B Projects

- Manufacturing, industrial, R&D, Corporate HQ facility construction
- Job training facility support
- Infrastructure improvements that support job growth projects
- Land preparation activities: demolition, drainage, roads
- Aviation facilities
- Rail facilities
- Parks, trails, and cultural amenities
- Downtown revitalization
- Small business support
- Entertainment and tourism

Potential Investment Projects

Infrastructure: Streets,
utilities, drainage,
sidewalks

Downtown: Retail
grants, public space
activation, fire
suppression systems

Parks & Trails: Lanana
Creek, sports facilities

Small Business:
Incubators, training,
loan funds

Large Business: Land
development, job
creation incentives,
construction assistance

Governance & Oversight

Formed by City Council resolution

7-member board appointed by
Council

Strategic plan and budget approved
by Council

Annual performance reports

Transparency via dashboards

Implementation Timeline



Benefits to Nacogdoches

No tax increase

Flexible development tool

Attracts grants and investment

Fosters sustainable growth

Continues public-private
partnership of NEDCO



Recommendations

Approve

Approve resolution to form Type B EDC

Adopt

Adopt budget strategy using existing funds

Pursue

Pursue grant opportunities

Continue

Continue to participate in NEDCO to accomplish objectives

Questions & Discussion
