



September 2, 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 approving the minutes from the Special Meeting on August 11, 2025, and the Work Session Meeting on August 19, 2025. (City Secretary)
 - B. Consider approval of a facility lease agreement between the City of Nacogdoches and Combat Shooting and Tactics, LLC for the use of a tactical firing range facility for weapons proficiency and training sessions for the City's Police Officers. (Chief of Police)
 - C. Consider approval of Memorandum of Understanding between the City of Nacogdoches and the Martinsville ISD Police Department. (Chief of Police)
 - D. Consider approval of revisions of the City's Procurement Policy to correct Code of Federal Regulations reference for federal grant procurement. (Accounting Manager)

- E. Consider approval of purchase, installation and startup of Influent Pump #5 replacement at the Wastewater Treatment Plant from Weisinger, Inc., utilizing BuyBoard Cooperative Purchasing Contract #770-25, in the amount of \$106,577.00 (Director of Public Works/City Engineer).
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. Consider an ordinance of the City of Nacogdoches, Texas, closing, vacating, and abandoning a portion of street right-of-way commonly known as Reedy Street; providing findings of fact; providing severability, effective date and open meetings clauses; and providing for related matters. (Executive Director of Development and Infrastructure)
 - B. Consider approval of a quitclaim deed of property, approximately 0.30 acres ± in size, and situated in City Block 56 of the City of Nacogdoches, Nacogdoches County, Texas, from the City of Nacogdoches to Bright Coop, Inc.; and providing for related matters. (Executive Director of Development and Infrastructure)
 - C. **Public Hearing:** Hold a public hearing and receive citizen input on the Proposed FY2025-2026 Budget. (Interim Director of Finance)
 - D. Action on the FY2025–2026 Proposed Budget in Compliance with City Charter Requirements (Interim Finance Director)
 - E. Consider approval of an ordinance amending Chapter 14 “Buildings and Building Regulations,” Article VIII “Minimum Urban Standards Code,” Division 4 “Unsafe Structures,” of the Code of Ordinances of the City of Nacogdoches, Texas; Providing a Severability Clause; Providing a Continuation Clause; Providing a Repeal Clause; and Providing an Effective Date. (Executive Director of Development and Infrastructure and City Attorney)
7. EXECUTIVE SESSION: Executive Sessions are for City Council to receive information and deliberate on matters specified in Subchapter D of the Texas Open Meetings Act. Council may reconvene in open session to vote on the matter.
- A. Consultation with City Attorney - Pursuant to Texas Government Code Section 551.071, deliberation regarding attorney's advice concerning pending or contemplated litigation or a settlement offer, or on a matter in which the duty of the attorney to the governmental body under Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas, clearly conflicts with this chapter. (City Attorney)
8. Open for action if any, on Executive Session item (s).
9. 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 August 26, 2025 by 5:30 pm pursuant to Chapter 551 of the Texas Government Code.

Karen Hadnot, Interim City Secretary



City Council Meeting

Date: September 2, 2025

Agenda Item: 5.A.

PRESENTER:

ITEM/SUBJECT: Consider approving the minutes from the Special Meeting on August 11, 2025, and the Work Session Meeting on August 19, 2025. (City Secretary)

SUMMARY/BACKGROUND:

FINANCIAL:

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

CITY CONTACT:

ATTACHMENTS:

1. Minutes 08/11/2025
2. Minutes 08/19/2025- Work Session Budget



Special Meeting
Nacogdoches City Council
August 11, 2025 – 4:00 p.m.
City Hall Conference RM 305
202 E. Pilar Street, Nacogdoches, TX

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

1. Called to order at 4:00 p.m.

2. Discuss of the Type B Economic Development Corporation:

Jerry Baker, the City Attorney, provided documents to the Council, which included a draft certificate of formation and the bylaws for establishing a Type B Corporation. He explained that the corporation will require a name and outlined the rules and process for naming it.

Mayor Johnson inquired whether the name could be "City of Nacogdoches Economic Development Corporation." Mr. Baker clarified that it could not, as it is too similar to the existing NEDCO (Nacogdoches Economic Development Corporation). He also stated that once a name is chosen, a search will be conducted with the Secretary of State to ensure that the name is not already in use. Mr. Baker recommended that the Council select a name, as well as an alternate.

Mayor Johnson asked City Manager Beverlin if he had any experience with naming Type B entities. City Manager Beverlin provided an example. Mayor Johnson expressed his support for naming the Type B entity the "City of Nacogdoches Development Corporation." Mr. Baker elaborated on the reasons why the state prefers to avoid similar names.

Mayor Johnson noted that all members of the board must reside within the city. Mr. Baker confirmed this requirement. He then asked if everyone agreed with the name "City of Nacogdoches Development Corporation." All Councilmembers unanimously agreed to the name.

3. Appointment of Board of Directors.

Mr. Baker stated that the board of directors must be appointed in a specific formation, as outlined in the bylaws. He mentioned that there are several members who need to be named. Mr. Baker explained that the Mayor, Mayor Pro Tem, and City Manager will all be on board.

Councilmember Brad Maule expressed concerns about naming the Mayor Pro Tem, as that position changes. However, Mr. Baker clarified that it is a permanent position, meaning that the current holder of the Mayor Pro Tem role would be part of the board. He also pointed out that the bylaws provide detailed information about how these positions are to be held. Mr. Baker then asked the council if they agreed to make the three positions—Mayor, Mayor Pro Tem, and City Manager—permanent on the Board of Directors. The council members consented to this arrangement.

Mr. Baker went into detail recommending names for the other position. It was determined by Council that William Gandy, Robert Flores, Scott Bowyer and Garland DeMarcus with representative the remaining seats.

ADJOURNED: 4:30 p.m.

ATTEST:

Randy Johnson, Mayor
City Council
City of Nacogdoches

Karen Hadnot, City Secretary



Work Session
Nacogdoches City Council
August 19, 2025 – 4:00 p.m.
C.L. Simon Recreation Center
1112 North Street, Nacogdoches, TX

City Council present: Mayor Randy Johnson; Council Members, Kathleen Belanger; Brad Maule; and Chad Huckaby, begin absent Council Member Blane Williams.

1. Called to order at 4:00 p.m.
2. Pledge of Allegiance.
3. Work Session:

A. Presentation by Gallagher regarding Employee Benefits Renewals

He recommended a slight decrease in the employee dependent rates on the base plan. Additionally, employees who cover a spouse or children will receive a \$25 deduction if they are on the base plan. One minor change was made to the out-of-pocket maximums: they were lowered by \$1,000 for individuals and \$2,000 for families. There are currently just over \$1,250 individuals and \$2,500 families enrolled in the buy-up plan, while all other aspects of the plan will remain unchanged for next year.

Regarding dental coverage, Mr. Summers noted that it is self-funded and explained the self-funding concept. He recommended no changes to the dental plan for next year, although the orthodontic maximum has been increased to \$2,500. There will be no modifications to the dental plan design.

Mr. Summers also addressed questions about insurance coverage for spouses. If a spouse is covered under the insurance but has the option to be insured through their own employer, they will not be eligible for the plan.

Councilmember Belanger inquired about the insurance options for employees upon retirement. Mr. Summers explained that if employees retire before the age of 65, they can remain on the plan, and HR will provide them with their rates. However, once they become eligible for Medicare, they will be removed from the plan.

B. Presentation and discussion of the proposed Fiscal Year 2026 Annual Budget

Todd Simoneaux, the Interim Finance Director, presented the second budget workshop to the Council. He used a PowerPoint presentation and provided detailed explanations for each slide.

At the beginning of the year, Mr. Simoneaux stated that the City Manager updates the City's priorities and challenges. We aim to incorporate the City Manager's goals into the budget as effectively as possible. Mr. Simoneaux provided an update on sales tax revenue, which is the City's largest source of income. He explained the breakdown of sales tax for the various funds and noted that this is the first year the City has experienced a decline in sales tax revenue, with a decrease of 9%.

Mr. Simoneaux expressed hope that this trend does not continue, as it could lead to even lower sales tax revenue. City Manager Beverlin mentioned that there have been late payments from the hotel and motel sector, and there may be additional issues on the comptroller's side. He further explained how tax revenue has been fluctuating over the months and mentioned that it will be interesting to see what happens in September.

Mr. Simoneaux indicated that the rates were not available at the previous meeting, but they are now proposed. He stated that they are suggesting a voter-approved rate, which would allow the City to increase its revenues by 3.5%. Mr. Simoneaux pointed out a trend regarding the property tax rate from 2024 to 2026, noting a total increase of 10.1 cents. Of this increase, 7.3 cents is attributed to bonds that have been issued and approved by the voters of Nacogdoches. He emphasized that the majority of the tax rate increase from 2024 to 2026 is related to debt. Mr. Simoneaux also explained how this new rate would impact property taxes.

Mr. Simoneaux stated that without a freeze on property taxes for those aged 65 and older, the revenue generated would amount to \$630,000.

Mr. Simoneaux reviewed the most significant expense in the budget, which is payroll. Seventy-five percent of the expenditures from the general fund are service-oriented, rather than product-oriented. He detailed the various departments and their respective percentages of the general fund. Additionally, Mr. Simoneaux discussed one of the City's objectives: to recruit and retain staff. He shared the turnover rates over the past few years, noting that the rate was 22% in FY 2023, decreased to 20% in FY 2024, and is expected to decline further in 2025. Part of the reason for this decrease in turnover is that the City provided recent raises for staff.

Mr. Simoneaux noted that staff is recommending a 3% salary increase for employees earning less than \$62,500 per year and a 2% increase for those earning over \$62,500. He explained how these increases will impact the general fund and provided the dollar amounts relevant to the Sanitation and Airport departments. While there were many requests for additional employees, the list was narrowed down to essential positions, including a full-time Code Enforcement Officer. Additionally, a part-time position in Animal Control will be converted to full-time.

Mr. Simoneaux mentioned that during our last meeting, the reserve was at three million dollars. We have implemented numerous measures to strengthen this reserve for future needs. He also announced a 5.41% increase in water and sewer rates and explained that a rate study has been conducted for sanitation, resulting in an increase for trash pick-up. This is the first rate increase for sanitation in many years.

Jessica Sowell, the Community Services Director, presented the budget portion for city events and the city's role as a partner in organizing these events.

Mr. Simoneaux indicated that, at the upcoming regular City Council meeting, the budget will be presented, and a budget hearing will be scheduled. The proposal is to hold this hearing on September 2. State law requires that a public hearing on the budget must precede any action taken. He recommended postponing the approval of the budget until after the property tax rate hearing. Mr. Simoneaux clarified that the meeting tonight will only propose a maximum tax rate for consideration in the budget, without setting the rate.

The City Manager reported that the downtown implementation plan is progressing well and is nearing completion. He also stressed the importance of maintaining our reserves.

Councilwoman Belanger explained her reasoning regarding the proposed maximum tax rate. She expressed concerns about the street maintenance fee, emphasizing the need for transparency about which streets will be repaired with that funding. Mr. Simoneaux noted that the city collects \$750,000 annually from street maintenance fees, which are placed in a dedicated fund exclusively for street repairs. Councilwoman Belanger requested that a list of streets financed by these dollars be provided. Case Opperman, the Director of Public Works and City Engineer, confirmed that records are kept on which streets are paved using this money. Additionally, Councilman Huckaby stated that Ordinance Section 106-753 requires an annual report on the roadway maintenance fund and the roadway maintenance fee program to be presented to the City Council.

Councilwoman Belanger inquired about the allocation of hot taxes. Ashley Morgan provided an overview of the funds received, noting that they are being conservative with their budgeting.

4. **ADJOURNED:** 4:42 p.m.

A full recording of the Work Session Meeting for August 19, 2025, may be viewed here:
[Work Session Meeting - 20250819](#)

ATTEST:

Randy Johnson, Mayor
City Council
City of Nacogdoches

Karen Hadnot, City Secretary



City Council Meeting

Date: September 2, 2025

Agenda Item: 5.B.

PRESENTER: Scott Weems, Police Chief

ITEM/SUBJECT: Consider approval of a facility lease agreement between the City of Nacogdoches and Combat Shooting and Tactics, LLC for the use of a tactical firing range facility for weapons proficiency and training sessions for the City's Police Officers. (Chief of Police)

SUMMARY/BACKGROUND: This lease agreement is made by and between Combat Shooting and Tactics, LLC, (CSAT) and the City of Nacogdoches. This lease shall be for a term of one year, with an option to renew by the City for two one-year terms. The rental amount shall be payable in the amount of Thirty-One Thousand and 00/100 Dollars (\$31,000) in exchange for the use of the facility.

FINANCIAL:

Item is budgeted: Account No.: 01.15.630.90
Account Name: Other Contractual Services
Amount: \$31,000

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

Not Applicable

CITY CONTACT: Scott Weems, Chief of Police
weemss@nactx.us
(936) 559-2619

ATTACHMENTS: 1. CSAT contract (1)



**FACILITY LEASE AGREEMENT
BY AND BETWEEN
COMBAT SHOOTING AND TACTICS, LLC
AND
THE CITY OF NACOGDOCHES**

This lease agreement is made and entered into on this _____ day of _____, 2025, by and between the Combat Shooting and Tactics, LLC, a limited liability company, hereinafter "Lessor", by and through its duly authorized agent, and the City of Nacogdoches, Texas, a Texas home rule municipality, hereinafter "Lessee", by and through its duly authorized City Manager.

WHEREAS, the City of Nacogdoches, Texas needs an area for the police officers to qualify on weapons proficiency, and to hold training sessions; and

WHEREAS, Combat Shooting and Tactics, LLC has allowed the police to use its tactical firing range facility (the "Facility"); and

WHEREAS, the parties desire a one-year, renewable lease to allow the City to use the premises and any additional offerings of the premises as provided and agreed upon herein;

NOW, THEREFORE, for and in consideration of the payments and other consideration set out herein, the Parties agree as follows:

1. Property. The Lessor hereby leases to the Lessee use of that certain real estate generally located at 110 Red Rock Ranch Road in Nacogdoches, TX owned by Combat Shooting and Tactics, LLC.
2. Term. This lease shall be for a term of one year, with an option to renew by the City for two one-year terms, said renewal to be delivered in writing to Lessor by the date of expiration.
3. The members of the Lessee may use the parking lot, and, if otherwise accessible to them, the restroom facility.
4. Nonexclusive use of the Facility. In exchange for the payment of Rent as set forth below, Lessee's officers shall be entitled to unlimited training days and use of the LE range and other such ranges located at the Facility so long as the ranges have not been reserved or are not otherwise in use
5. Facility Rules to be followed. Members of the Nacogdoches Police Department shall follow Facility rules while on Facility property, and specifically, the City shall not permit the use of fully automatic weapons on Facility property, including the leased area.
6. Rent. The City shall pay Lessor CSAT, LLC Five Hundred and 00/100 Dollars (\$500.00) per officer (62 officers) for a total rental payment of Thirty-One Thousand and 00/100 Dollars (\$31,000.00) in exchange for the use of the Facility as set forth above.

Lessor shall invoice to the City on or about October 1, 2025 for the total yearly amount. The City shall pay the invoice to CSAT, LLC no later than sixty (60) days from the date of the invoice at the address set out below or at any other location designated in writing by Lessor.

7. Modification. This lease may be modified by a written agreement of all the parties.

8. Representations of the parties. The parties represent that they have the right to enter into this agreement and to perform in accordance with the terms. Lessor represents that it has title to such property and /or the right to enter into a long-term lease, and to make such an assignment. Lessee represents that it can enter into such a lease, and that it will seek action by the City Council, if necessary, to approve such lease.
9. Termination of Lease. This agreement may be terminated by either party, without cause, upon ninety (90) days written notice to the other party. This agreement may also be terminated by agreement of both parties. Consideration shall be given to the status and conditions of any improvements constructed. The parties will determine if payment is to be made for improvements left available to Lessor.
10. Dangerous activity. The parties acknowledge that there is a danger in the use of firearms and related activities, and the parties agree to follow the safety rules of Lessor and other safe practices designed to avoid accidents and misuse of firearms.
11. Signs. The City shall be authorized to erect appropriate signage to identify the area and to restrict entry onto the premises.
12. Taxes. Lessor shall not be responsible for taxes on the improvements or personal property of Lessee. If the property taxes are increased because of the improvements constructed by the City, the City shall pay any increased taxes caused by such improvements.
13. Indemnity. To the extent permitted by law, the City shall defend, indemnify and hold harmless the Facility, Combat Shooting and Tactics, LLC, and their owners, members, directors, officers and agents from all claims arising out of the use of both their owned and leased land and facilities by employees, agents and volunteers of the Nacogdoches Police Department.
14. Insurance. The City of Nacogdoches shall furnish Combat Shooting and Tactics, LLC current insurance certificates for General Liability, Automobile Liability and Worker's Compensation and Employers Liability insurance coverages and shall include both above named certificate holders as additional insureds on the City's General Liability and Automobile Liability Insurance Policies and shall include a Waiver of Subrogation in favor of the above named certificate holders on the City's Workers Compensation and Employers Liability Insurance Policy.
15. Notices and addresses. All notices required under this lease must be sent to the other party at the address set out below. Either party may change the address to which notice is to be sent by giving the other party written notice of the new address or responsible party.

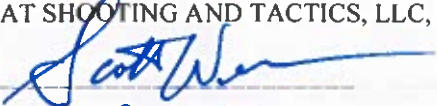
Lessor: Combat Shooting and Tactics, LLC
Address: 298 CR 2131
Nacogdoches, TX 75965
Contact Person: Paul R. Howe

Lessee: City of Nacogdoches, Texas
Address: 312 W Main St.
Nacogdoches, TX 75961
Contact Person: Police Chief Scott Weems

16. Parties bound. This agreement shall be binding upon the parties to this lease and to their respective successors and assigns.
17. Texas Law. This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this lease are performable in Nacogdoches County, Texas.
18. Severability. In case any one or more of the provisions contained in this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Signed and effective on this 1st day of October, 2025.

COMBAT SHOOTING AND TACTICS, LLC, Lessor

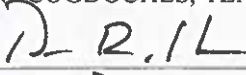
By: 

Printed Name: Scott Weems

Title: Chief of Police

Date: Aug. 25, 2025

CITY OF NACOGDOCHES, TEXAS, Lessee

By: 

Printed Name: PAUL R. HOWE

Title: OWNER

Date: 25 AUG 2025

APPROVED AS TO FORM:

City Attorney
City of Nacogdoches



City Council Meeting

Date: September 2, 2025

Agenda Item: 5.C.

PRESENTER: Scott Weems, Police Chief

ITEM/SUBJECT: Consider approval of Memorandum of Understanding between the City of Nacogdoches and the Martinsville ISD Police Department. (Chief of Police)

SUMMARY/BACKGROUND: The Memorandum of Understanding between the City of Nacogdoches and Martinsville ISD is to establish a framework of cooperation and a close working relationship with law enforcement agencies within Nacogdoches County. This understanding serves a public purpose and enhances the emergency response capabilities. The City of Nacogdoches has participated in the past and this Memorandum merely updates the existing agreement.

FINANCIAL:

No financial impact associated with this item

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

Not Applicable

CITY CONTACT: Scott Weems, Police Chief
weemss@nactx.us
936-559-2619

ATTACHMENTS: 1. Martinsville MOU (1)

MEMORANDUM OF UNDERSTANDING

This Agreement is made and entered into by and between **Martinsville ISD** and the **Nacogdoches Police Department**.

RECITALS

Martinsville ISD desires to enter into a Memorandum of Understanding with Nacogdoches Police Department, which represents public-service within the city of Nacogdoches.

Martinsville ISD and Nacogdoches Police Department desire to enter into a Memorandum of Understanding to establish a framework of cooperation and a close working relationship with law enforcement agencies within the Nacogdoches County.

Martinsville ISD finds that entering into such a Memorandum of Understanding with Nacogdoches Police Department serves a public purpose and enhances the emergency response capabilities.

NOW, THEREFORE, Martinsville ISD and Nacogdoches Police Department in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

TERMS:

I. Organization

The Nacogdoches Police Department (NPD) serves as the primary municipal law enforcement agency for the City of Nacogdoches, Texas. Under the leadership of the Chief of Police, the department is committed to safeguarding life, protecting property, and maintaining public order within city limits. The NPD is structured into multiple divisions, each with specific operational responsibilities that work together to ensure the safety and security of residents, businesses, and visitors. Command staff, including assistant chiefs, captains, and lieutenants, oversee these divisions to ensure effective coordination, accountability, and delivery of police services.

The NPD works in close coordination with municipal police departments, state agencies, and federal partners to ensure a unified approach to public safety. Through established communication channels, joint training opportunities, and cooperative enforcement initiatives, the NPD fosters strong relationships with local law enforcement entities, including school-based agencies such as the Martinsville ISD. This collaborative approach ensures that law enforcement resources are used effectively to enhance safety in both the broader community and the school environment.

II. Recognition

Martinsville ISD recognizes that the Nacogdoches Police Department duties are enforcing state laws, maintaining public order, and protecting life and property throughout the city Nacogdoches, and supporting surrounding areas.

The Nacogdoches Police Department recognizes the Martinsville ISD duty is to help prepare, safeguard, and protect the students, staff, and property of the Martinsville ISD from the effects of disasters through effective planning, preparation, response, and recovery activities.

III. Principles of Cooperation

So that communications resources of the Nacogdoches Police Department may be coordinated and utilized to the fullest advantage during disasters, emergencies, and public-service related situations, and to the extent permitted or required by law and regulation, Nacogdoches Police Department and the Martinsville ISD have agreed that each organization will:

1. Encourage on-going liaison with the other, urging members of both organizations to develop increasingly effective communications and cooperation.
2. Work with each other for developing emergency plans, training exercises, and a heightened state of preparedness.
3. Work with each other in times of disaster or emergency to meet the needs of the district.
4. Work within its own lines of authority and respect the lines of authority of the other.
5. Strive to distribute copies of and publicize this agreement through channels to its own members, and to other organizations, both public and private, which may have an active interest in disaster relief.
6. Work with local law enforcement agencies to establish a mutually acceptable means of identification for volunteers providing services hereunder with the goal of developing an identification that local law enforcement agencies will honor during disasters and emergencies.
7. Understand that this Agreement is not exclusive and any signee to this document may enter into similar local agreements with other disaster assistance-related agencies/organizations.
8. The Martinsville ISD will not incur nor reimburse any expenses pertaining to this agreement or the parties involved.
9. Acknowledge that each Party intends that transportation, food, housing, and any expense incurred by either Party shall be the responsibility of the Party that incurs the expense.
10. Acknowledge that each Party intends to supply the best-that-can-be-applied accommodations and necessities during activation but agree that such may not be the priority during activation and such cannot be assured...

IV. Implementation

This memorandum shall take effect upon its signing by authorized representatives of the Nacogdoches Police Department and representatives of the Martinsville ISD and be valid for a period of five years.

This memorandum may be amended by mutual agreement of both parties, and it is understood by both parties that at any time this Memorandum of Understanding may be terminated by written notification from either party to the other.

Six months prior to termination, the parties shall meet to review the progress and success of the Memorandum of Understanding and determine whether it shall be extended for an additional five years. In no event shall any single extension of this Memorandum of Understanding be for a term exceeding five years.

V. Miscellaneous

1. **Powers** — This Memorandum of Understanding does not create a partnership or a joint venture, and neither Party has the authority of bind the other.
2. **Limitation of Liability** – Nacogdoches Police Department understands and agrees that Martinsville ISD has certified no funds under this Agreement, and Nacogdoches Police Department shall have no cause of action whatsoever for money against Martinsville ISD under this Agreement irrespective of the nature thereof. Nacogdoches Police Department's sole remedy for breach of any provision of this Agreement is termination.
3. **Venue** - Mandatory and exclusive venue of any dispute between the Parties to this Agreement shall be in Nacogdoches County, Texas.

IN WITNESS WHEREOF, this instrument has been executed on behalf of the Nacogdoches Police Department by a duly authorized representative of Same, and on behalf of Martinsville ISD by an authorized representative of Same.

PARTNER

By: Kedy Corrin

Print Name

Deth. Ling

Signature

Title: Chief of Police

Date signed: 8-25-25

PARTNER

By: Scott Weems

Print Name

Scott Weems

Signature

Title: Chief of Police

Date signed: 8-25-2025



City Council Meeting

Date: September 2, 2025

Agenda Item: 5.D.

PRESENTER: Kevin Sardinha, Accounting Manager

ITEM/SUBJECT: Consider approval of revisions of the City's Procurement Policy to correct Code of Federal Regulations reference for federal grant procurement. (Accounting Manager)

SUMMARY/BACKGROUND: Consider approval of revisions to the City's Procurement Policy (page 52) to align with General Land Office (GLO) grant requirements.

FINANCIAL:

There is no Financial Impact associated with this item.

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

CITY CONTACT: Kevin Sardinha, Accounting Manager

ATTACHMENTS:

1. Procurement Policy pg. 52 revised
2. Procurement Policy current version

PROCUREMENT WITH FUNDS RECEIVED UNDER FEDERAL & STATE GRANTS

I. PURPOSE

This chapter applies to all City purchases made in whole or part with money received from federal or state grant programs. This includes grant funds that the City may receive directly as well as indirectly. An example of receiving indirect federal grant money is when federal transportation funding is disbursed to the City via the Texas Department of Transportation.

II. POLICY AND PROCEDURES

A. General

Each procurement funded with grant money must comply with the terms of the specific grant involved as well as other applicable chapters in this Manual. The Department applying for and using grant money is responsible for complying with the unique grant terms and with coordinating same with the Finance Department.

In cases where conflicts between the term of the grant and this chapter, or the any chapter in the Procurement Policy cannot be harmonized, the more stringent requirement shall apply.

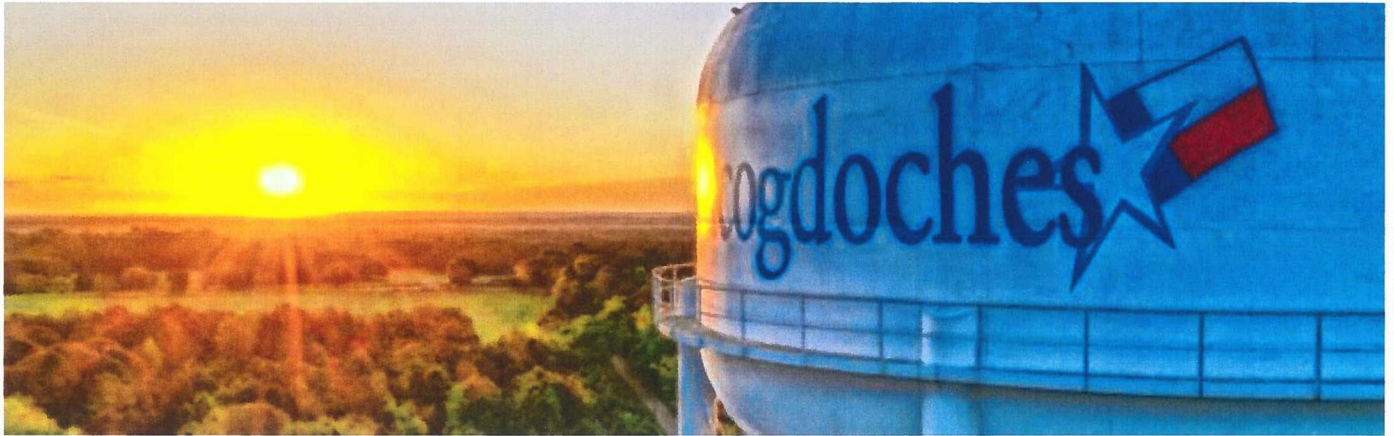
B. Federal Grant Requirements

The most common requirements that must be met to receive funds from federal grant programs are:

1. SAM.gov Exclusion Record Check
2. Buy America Preference
3. Section 3 Preference
4. Davis-Bacon and Related Acts
5. Nondiscrimination and Equal Opportunity requirements (fair housing, Civil Rights Act, Americans with Disabilities Act)
6. Hiring of military personnel

This list is not exhaustive and not all the requirements may apply to a particular grant; therefore, the recipient Department is responsible for doing all necessary research and ensuring compliance.

The following should be consulted as a starting point in determining what requirements may apply to a particular grant: Procurement standards: 2 CFR 200.317-327 Effective Date: 2 CFR 200.110 will be followed.



City of Nacogdoches

Procurement Policy – January 2023

Effective Date	01-17-2023
Revision Date	—
Approved as to Content Finance Director	
Approved as to Form City Attorney	
Approved by City Manager	

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Assistant City Engineer	936-559-2515
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INTRODUCTION

I. PURPOSE

The purpose of this manual is to establish uniform policies and procedures for the procurement of materials and services that are consistent with State law(s) and City of Nacogdoches policies. It is the individual responsibility of each employee involved in the procurement process to understand the policies upon which these procedures are based, the meaning, and intent of the procedures. If there are any questions relative to policy or procedure, or the ability of the employee to respond effectively to the requirements of the procedures, then it is the responsibility of the employee to bring such matters to the attention of their immediate supervisor before any action is taken. The fundamental purpose of these procedures is not to restrict the effectiveness of the individuals involved in the procurement, but to provide a foundation for effective and consistent practices resulting in a positive and professional relationship between City of Nacogdoches employees, the vendors with whom we do business, and ultimately the citizens we serve.

II. POLICY STATEMENT

The City shall make expenditures to promote the best interests of the citizens of Nacogdoches. The City shall encourage free and unrestricted competition on all purchases, ensuring the taxpayers the best possible return on and use of their tax dollars. It shall be the policy of the City to fully comply with and make purchases or expenditures pursuant to this manual which includes policies, rules, regulations, procedures, state and federal law.

III. GOALS AND OBJECTIVES

As caretakers of the public trust and guardians of taxpayer dollars, all departments of the City of Nacogdoches hold particular responsibility for conducting procurements in a deliberate, fair, transparent, and ethical manner. The goals of the City when making purchases are to:

- Purchase the proper goods or services to meet the needs of the City.
- Get the best possible price for the good or service.
- Get the best value for public dollars expended.
- Have the good or service available where and when it is needed.
- Ensure a continuing supply of needed goods and services.
- Allow responsible bidders a fair opportunity to compete for the government's business, through statutory requirements for competitive bids and proposals combined with the City's purchasing procedures.
- Provide minority and women-owned businesses an opportunity to compete in the contract award process.

- Stimulate the local economy and job market by allowing local businesses an opportunity to compete in the City contract award process.

IV. INVOICES

With the implementation of the new organizational structure / procurement policy, we have revised the invoice approval process.

There are new forms to be used, effective immediately (attached and saved at H:/Share/Forms/ApprovalSlipsUpdated2021). All old forms should be destroyed. If you submit invoices with the old forms after 7/1, they will be returned to you for correction. Please advise all employees to destroy all old forms and delete the eCopy from their computers if applicable.

Invoices to be signed as follows:

Submitted By: Department Employee (one making purchase &/or coding invoices)

Department Manager: See Authorized Managers List - All invoices of any amount

Director: See Directors on List - Only invoices over \$10,000

Assistant Finance Director: All invoices of any amount

Finance Director: All invoices over \$25,000

Council & City Manager: All purchases/bids/RFPs/RFQs over \$50,000

All invoices will be signed by the employee making the purchase/coding the invoice as well as by the department manager. Only invoices over the appropriate thresholds will be forwarded to the division director for approval.

This manual cannot address every situation. When an unusual situation occurs or a difficult legal problem arises, the city manager, or his/her designee, may approve exceptions to this policy, when in the best interests of the City, so long as the proposed exceptions are consistent with local, state, and federal laws. The final authority for City purchasing procedures is the law itself.

CODE OF ETHICS AND CONFLICT OF INTEREST

I. PURPOSE

The purpose of this chapter is to remind employees that a special responsibility is imposed on all employees who are entrusted with purchasing responsibility for the City. When performing the purchasing function, we are required to perform with the highest degree of integrity, to secure best economic results, to be innovative in accomplishing our mission and to always comply with State statutes and City policies and procedure.

As City of Nacogdoches employees, we are entrusted with the safety and welfare of the citizenry. In return for their confidence in city government, citizens expect our decisions to be made in the public's interest and to be free of personal gain or private interest.

The very nature of the purchasing function makes it critical that all players in the process remain independent, free of obligation or suspicion, and completely fair and impartial. Maintaining the integrity and credibility of a purchasing program requires a clear set of guidelines, rules, and responsibilities to govern the behavior of purchasing employees. Credibility and public confidence are vital throughout the purchasing and contracting system. Any erosion of honesty, integrity or openness tends to be more injurious to purchasing than to most other public programs. The shadow of doubt can be as harmful as the conduct itself. It is with this in mind that the following procedures are set forth. Every person employed by the City of Nacogdoches and performing public purchasing should abide by this code of ethics.

II. POLICY AND PROCEDURES

A. Code of Ethics

A City of Nacogdoches employee may not be directly involved in the purchasing process if they:

- Participate as an employee through decision, approval, disapproval, recommendation, giving advice, investigation or similar action knowing that the employee, or member of their immediate kinship, has an actual or potential financial interest in the purchase or contract, including prospective employment.
- Solicit or accept anything of value from an actual or potential vendor or accept other employment or compensation that could reasonably be expected to impair an employee's independence of judgment in the performance of the employee's official duties.
- Be employed by, or agree to work for, a vendor or potential vendor or accept other employment or engage in a business or professional activity that an employee might

reasonably expect would require or induce the employee to disclose confidential information acquired by reason of the official position.

- Knowingly disclose confidential information for personal gain or accept other employment or compensation that could reasonably be expected to impair an employee's independence of judgment in the performance of the employee's official duties.
- Make personal investments that could reasonably be expected to create a substantial conflict between the employee's private interest and the interest of the City of Nacogdoches.
- Be directly involved in the purchasing process with a company in which their spouse or immediate kinship is an officer, manager, or paid consultant of a business providing a product or service with the City of Nacogdoches.
- Intentionally or knowingly solicit, accept, or agree to accept any benefit for having exercised an employee's official powers or performed the employee's official duties in favor of another.
- Have a personal interest in an agreement or purchase executed by the City of Nacogdoches.

B. If a Violation Occurs

- When an actual or potential violation of any of these standards is discovered, the employee involved shall promptly file a written statement concerning the matter with an appropriate supervisor. The employee may also request written instructions for disposition of the matter.
- When an actual or potential violation occurs and is not disclosed and remedied, the employee involved may be reprimanded, suspended, or dismissed. The vendor or potential vendor may be barred from receiving future contracts and/or have an existing contract canceled.

C. Conflict of Interest Statement

All employees of the City of Nacogdoches who are involved in the purchasing of any supplies, goods, products, or services must execute relevant conflict of interest statements as required by applicable local, state, and federal laws and the City of Nacogdoches' policies/procedures.

STATUTORY AND LEGAL REQUIREMENTS

I. PURPOSE

The purpose of this chapter is to provide you with a summary of the statutory and legal requirements for purchasing activities for the City of Nacogdoches. This list is not intended to be comprehensive, but a list of the most common statutes for purchasing related laws. When there is a specific question that cannot be addressed in the Procurement Policy, you should seek the advice of the City Attorney and the statutes themselves.

II. PROCUREMENT RELATED STATUTES

A. City Charter

1. Article III Taxation. Sec. 5. - Expenditures

Expenditures shall be legal only on the basis of appropriations in the budget, and on the authority of warrants issued by the director of accounting and approved by the Chairman of the Council for the Council.

For good cause shown, the City Council may pass resolutions transferring appropriations made from one (1) department to another department, but in no event shall the total appropriations made for all the departments of the City exceed the reasonably anticipated revenues for the City in excess of fixed charges for that year.

2. City Charter, Article V. Sec. 5. - Powers and Duties of City Manager

To act as purchasing agent for the City and to purchase all merchandise, materials and supplies needed by the City; to establish a suitable storehouse where such supplies can be kept, and from which same shall be issued as needed, and to adopt such rules and regulations governing requisitions and the transaction of business between himself, as such purchasing agent, and the heads of the departments, officers and employees of the City, as the City Council may approve.

The City Manager, as purchasing agent, shall have the authority to bind the City for up to \$5,000.00 from anyone (1) vendor within any three (3) month period for unbudgeted purchases without the approval of the Council.

B. Budget Finance Policies and Procedures

1. Expenditure Policy

Expenditures shall be legal only on the basis of appropriations in the budget, and on the authority of warrants issued by the Director of Finance and approved by the City Council. Purchases and contracts over \$3,000 will conform to an informal bidding

process and those over \$50,000 will conform to a formal bidding process as outlined by the City of Nacogdoches.

C. Local Government Code

1. Chapter 176; Disclosure of Certain Relationships with Local Government Officers; Providing Public Access to Certain Information

This statute provides the disclosure requirements of businesses doing business with the City, those businesses interested in doing business with the City, and City employees responsible for contracting for goods and services. These requirements are intended to prevent undue influence between City employees and vendors.

2. Chapter 252; Purchasing and Contracting Authority of Municipalities

This statute provides the competitive bidding requirements and the exceptions to competitive bidding. It also provides that certain authority for municipal charter provisions prevail over the statute.

It covers areas such as public notice requirements, awarding bids, time warrants, changes to plans and specifications, and the alternative competitive proposal for goods, services, and civil construction contracts for \$1.5 million or less. This chapter also includes enforcement provisions including civil and criminal penalties for violations.

3. Chapter 253, Sale or Lease of Property by Municipalities

This statute governs the terms, conditions, and notice requirements which the City may convey, lease, or sell real property owned by the City.

4. Chapter 271; Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments

a. State Cooperation in Local Purchasing Programs (271.081)

Provides for the extension of state contract prices to participating local governments when the General Services Commissions considers it feasible.

b. Cooperative Purchasing Program (271.101)

Allows the City to participate in a cooperative purchasing program with another local government or a local government organization.

c. Purchases from Federal Schedule Sources of Supply (271.103)

Allows the City to purchase goods or services available under Federal supply schedules of the United States General Services Administration (GSA) to the extent permitted by federal law.

d. Procedure for Awarding Contracts if Municipality Receives Identical Bids (271.901)

Provides for the casting of lots in a manner prescribed by the Mayor if the City receives identical bids, in nature and amount, as the lowest and best bids.

e. Consideration of Location of Bidder's Principal Place of Business (271.905 and 271.9051)

Provides the terms and conditions which the City may grant local preference to bidders within the City of Nacogdoches.

5. Chapter 272; Sale or Lease of Property by Municipalities, Counties, and Certain Other Local Governments

Governs the terms, conditions, and notice requirements which the City may convey, lease, or sell real property owned by the City. The terms and conditions defined within this section also pertain to the sale or lease by counties and other local governments.

D. Government Code

1. Chapter 791; Interlocal Cooperation Contracts

Also known as the Interlocal Cooperation Act; authorizes local governments to enter into cooperative purchasing agreements and other agreements for government functions.

2. Chapter 2251; Payment for Goods and Services aka Prompt Payment Act

Stipulates that the City shall pay all payments owed not later than 30 days after the goods or services are received, or the date that the invoice is received, whichever is later. This acts also requires that when payment is not made as required, the City shall automatically add interest to the payment at the rate of one percent per month.

3. Chapter 2252; Contracts with Government Entity - Disclosure of Interested Parties (GC 2252.908)

Stipulates that the City may not approve a contract without first obtaining a Form 1295 promulgated by the Texas Ethics Commission. This applies to all contracts over one million dollars and/or any contract that requires an action or vote by the City Council.

4. Chapter 2253; Public Work Performance and Payment Bonds

Requires payment and performance bonds for contracts on certain public works projects and sets the standards for when the bonds are required and the amount of the bond.

5. Chapter 2254; Professional and Consulting Services

States that contract for the procurement of defined professional services may not be awarded on the basis of bids. Instead, they must be awarded on the basis of demonstrated competence and qualifications, so long as the professional fees are consistent with, and not higher than the published recommended practices and fees of the various professional associations and do not exceed any maximums provided by law.

6. Chapter 2269; Contracting and Delivery Procedures for Construction Projects

Governs the contracting and delivery procedures for facility construction contracts, including alternative delivery methods for certain projects. When entering into a construction contract for a public facility, the City may use alternative methods that provide best value for the City. However, the City must, before advertising, first determine the method that provides best value.

LOCAL PREFERENCE

I. PURPOSE

The City of Nacogdoches believes it is important to provide local vendors with opportunities to provide goods and services to the City. This belief is based upon the fact that the active uses of commercial properties in the City benefits the community through stabilization of the property tax base, the creation of local sales tax and the provision of employment opportunities for citizens of the community and surrounding region.

The purpose of this chapter is to establish a local preference policy by promoting the City of Nacogdoches businesses, consistent with Sections 271.905 and 271.9051 of the Texas Local Government Code allowing for "Consideration of Location of Bidder's Principal Place of Business" in the award of competitively bid contracts.

This chapter will cover:

- Criteria for Local Preference.
- Local Preference as a Best Value Determination.
- Local Preference Bidder Application.
- Exceptions to the Policy.
- Award of Contract(s).

II. DEFINITIONS

- A. Bidder** - A responsible person or business entity that submits a responsive bid.
- B. Differential** - The price difference between the local bidder and the lowest bidder.
- C. Local Business** - For-profit business with a principal place of business located within the incorporated city limits of City of Nacogdoches.

III. POLICY AND PROCEDURES

A local business may be granted a preference (as outlined below) when the City determines that a local bidder offers the best combination of contract price and additional economic development opportunities for the City created by the contract award.

A. Criteria for Local Preference

The criterion for Local Preference as it pertains to the award of points to bidders within certain vicinities when scoring RFP's can be identified as two types of determinations:

1. A local preference as a best value determination
2. A local preference as a price based determination

The chart below is a summary of the statutory provisions for local preferences.

Local Government Code 271.9051	Local Government Code 271.905
5% price differential	3% price differential
Construction bids less than \$100,000	All other bids, excluding construction and services, \$500,000 or greater
All bids, including services, less than \$500,000	

B. Local Preference as a Best Value Determination

Price is only one of a number of determining factors that are taken into consideration for evaluation purposes as provided in Local Government Code 252.043. As a result, an additional weighted factor will be added to all such bids for bidders meeting local preference criteria. The appropriate weight will be consistent with the criteria outlined in the chart above. Best Value may take into consideration the award of more or less points for being within the proximity of the city, county, or DETCOG region, based on the logistics and feasibility of providing the product or service rendered.

C. Local Preference as a Price Based Determination

In a price based determination of local preference weighting, The City will follow the statutory provision of Local Government code 252.043 regarding lowest responsible bids.

1. A five percent (5%) price differential will apply to construction bids less than \$100,000 and all other bids, including services, less than \$500,000. This excludes telecommunication and information services.
2. A three percent (3%) price differential will apply to bids, excluding construction and services, \$500,000 or greater.

D. Local Preference Bidder Application

A new and completed application must be submitted with each bid. This application serves to ensure the qualifications of a bidder as local bidder and serves as the basis for meeting the statutes requirement that the City find, in writing, that a bidder is a local bidder.

E. Exceptions

This policy does not apply to expenditures:

1. Obtained through a Request for Qualifications (RFQ).
2. Bids involving Federal funds.

F. Award of Contract(s)

The City may award a contract to the lowest responsible bidder, local bidder or reject all bids.

IV. EXHIBITS

1. Local Preference Application and Local Bidder Affidavit (Exhibit A)

PROCUREMENT CARDS

I. PURPOSE

The purpose of this chapter is to establish a purchasing card (P-Card) program to provide the City with an efficient and controllable method of making small dollar commodity and travel purchases. The p-card operates similar to a credit card, and carrying one is a privilege to the employees based on need and trust. Although the p-card is issued to the employee, it remains City property and can be rescinded at any time. This chapter will cover topics such as roles, responsibilities, policies, and procedures for use of the p-card by City employees.

II. DEFINITIONS

- A. Approver** – An employee at a supervisory level that is responsible for reviewing and verifying of transactions for one or more cardholders. The Approver must have appropriate signature authority and electronically signs off on the expense and travel reports monthly.
- B. Cardholder** – An employee with a City p-card issued in their name, who is authorized to make purchases in accordance with this policy.
- C. Cardholder Acknowledgment Form** – A form that must be executed by the cardholder to acknowledge their understanding of responsibilities associated with the City issued p-card.
- D. City P-Card** – A procurement card designated for purchasing small dollar items for the City and for authorized travel expenditures.
- E. Credit Card Application and Change Form** – A form that must be filled out and approved by the cardholder's supervisor indicating maximum spending thresholds for single transactions and monthly limits.
- F. Department P-Card Delegate** – An employee that has been delegated by a department to create and submit p-card expense reports for one or more employees in their respective department.
- G. Finance Department** – Responsible for payment, billing, program audits, and day-to-day operations of the City's p-card and travel expense system.
- H. P-Card Vendor** – Issuing bank for the City p-cards.
- I. Program Administrator** – An individual(s) in the finance department that sets up new accounts with the bank and handles requests associated with the p-card program. This person also serves as the point of contact for administrative issues with the P-Card Vendor.

III. POLICY

Cardholders must follow all purchasing and travel policies and procedures when using the City's p-cards. The total amount of any single p-card purchase (including handling charges, freight, and transportation) shall not exceed purchase limits established for each cardholder.

The program administrator will advise each cardholder of purchase limits at the time of issuance.

Any single purchase over limit(s) found in Exhibit B must be approved, in advance, by the program administrator and all bidding requirements must be followed and documented. Use of this card is not intended to replace effective procurement planning, which enables volume discounts, nor is it intended to preempt City policies and procedures or State law. The p-card is intended for approved and budgeted purchases that benefit the City of Nacogdoches. Split purchasing to avoid the transaction or monthly limit(s) is not allowed.

Payment for goods and services must be made out of the fiscal year in which the goods or services were purchased or performed. **In other words, goods may not be purchased and/or services may not be performed during one fiscal year then paid for out of the next fiscal year.**

Additionally, the following responsibilities, procedures, and reporting requirements must be adhered to. Failure to follow these p-card policies and procedures may result in the p-card being suspended or terminated. Unauthorized purchases are prohibited, and cardholder will be subject to disciplinary action (up to and including termination) via Finance Department write up and referral to the Human Resources Department.

IV. ROLES AND RESPONSIBILITIES

A. Cardholder

The employee promises to comply with the p-card rules and regulations by signing the Cardholder Acknowledgment Form.

Additionally, the Cardholder is responsible for:

- Using the card only for authorized purchases. A hard copy detailed receipt must be obtained from the vendor each time the card is used. Online and telephone charges must also be documented by a receipt. Receipts must be requested from the vendor if not initially presented.
- Holding and securing the card at all times. Use of the card is limited to the individual person named on the card. The p-card should have "Identification Required" written

on the signature line, with indelible ink, to encourage verification by vendor and reduce risk for fraud.

- Purchasing items within the transaction limits for the maximum amount of each transaction, the maximum monthly transaction total, and the type of merchant where the card may be used.
- Accessing the internet (either from home or work), in order to reconcile his/her statement every billing cycle. Each Cardholder is provided a card with a unique card number and a user ID/password for secure access to the cardholder's account on the vendor's website.
- Checking their statement on a weekly basis and processing any transaction that appear. Waiting until the end of the month is unacceptable; as there are short time constraints on reviewing the statement.
- Printing a cycle statement, assembling the accumulated receipts, having the department director sign the statement, and forwarding the package to the program administrator. This must be completed each cycle when transaction have occurred.
- Using *only* his/her assigned card. Cards must not be loaned to another employee for his/her use. There will be no exceptions. "Walk-in" accounts are not authorized. If an employee does not have a p-card, they will not be able to make city purchases.
- Immediately notifying the p-card vendor (JPMorgan Chase Bank), their supervisor, and the program administrator if the card is lost or stolen. Contact number for JPMorgan Chase Bank is 1-800-890-0669. Cardholder must then complete the lost card form and submit it to the program administrator promptly.

The supervising department head must notify the program administrator immediately upon the resignation or termination of any p-card holder and the p-card must be turned in.

B. Approver

The approver monitors all aspects of individual p-cards under their oversight and may recommend changes to and or removal of a p-card at any time. The approver is also an information source for cardholders and must have a working knowledge of the vendor's website and how to properly process transactions each cycle.

Additionally, the approver is responsible for:

- Accessing the internet to perform routine approval of the transactions made by his/her cardholders.
- Receiving email notices regarding cardholder's transactions, making any necessary changes, and approving each cycle statement. Upon approval, the statement should be forwarded to the program administrator for statement processing.

- Contacting the finance department to set up an alternate approver during any prolonged absence.

C. Department Director

The department director will also review purchases in their respective department for propriety to ensure that purchases are made in accordance with applicable procedures.

Additionally, the department director is responsible for:

- Designating cardholders and approvers.
- Designating which employees will be issued a card and what transaction and merchant limits shall apply to the card's use.
- Ensuring that purchases are authorized and within City policies.
- Implementing more stringent internal authorization procedures (if necessary) that its' cardholders must follow in order to make purchases with the card.

D. Program Administrator

The program administrator is responsible for:

- Being the City's point of contact for any cardholder questions or problems and monitors all usage of the card(s).
- Verifying all information about the cycle transactions prior to downloading the information to the general ledger. However, they have no approval power over card transactions.
- Maintaining a working knowledge on all procedures in the p-card process. The Administrator may not modify or revise the policy, but rather is tasked with implementation and advising the City Manager of problems that may prompt a need to revise the policy.
- Ensuring all cardholders are properly trained in the use of the p-card before the card is issued.
- Reporting to the department director and director of finance any cardholder infractions or potential infractions.
- Reviewing p-card information in real time and adjusting cardholder accounts; including cancelling any p-card, if necessary.

C. Finance

The finance department is responsible for:

- Providing credit card software training, when necessary.
- Reviewing charges on p-cards. Finance has the authority to review, in detail, any charge related to the p-card program.

- Auditing the program to ensure adherence to the policies and procedures.
- Assisting departments on the expense and travel management system.

V. PROGRAM INFORMATION

A. P-Card Payment

The City is fully responsible for the p-card payment and all associated liability. Payments are made to the p-card vendor monthly. At the end of each billing cycle, each employee's p-card spending limits are re-set for the new month.

B. Eligibility to Obtain a P-Card

To obtain a City-issued p-card, an employee must:

- Hold a position in which the use of the p-card will increase efficiency and cost-savings. The position would need to make frequent small purchases and/or travel various times throughout the year.
- Be a full-time employee or part-time permanent employee.
- Receive approval from the department manager or director by submitting the credit card application and change form.
- Complete p-card training and review/sign the cardholder acknowledgment form.

C. Issuing the P-Card

- Department manager or director submits requests via email to the program administrator for new procurement card. The email must include the credit card application and change form, the name of the individual cardholder, and the appropriate transaction limits being requested.
- The program administrator will request the purchasing card from JPMorgan Chase Bank.
- Upon receipt of the card, the program administrator will schedule employee's training. Upon completion of training, the cardholder signs the cardholder agreement in the presence of the program administrator, and the program administrator issues the card to the new cardholder.
- The new cardholder receives copies of:
 1. Cardholder Agreement.
 2. Applicable Forms.
 3. User Guide for JPMorgan Chase Bank website.
 4. Purchasing Card Policy and Procedure.

D. Transaction/Card Limits

Each individual purchasing card will have transaction and/or spending limits. The program administrator has the ability to limit types of purchases, places of purchases,

and hours of day purchases on each individual card. The total purchase price, as printed on the individual credit card receipt, is known as the "transaction amount." The purchasing card may be limited by the merchant type, transaction amount, and monthly transaction limit. Each cardholder will be set up with limits for each of these categories. A card transaction will be denied, when swiped, if the transaction exceeds any of the limits.

The department director, program administrator, and the finance director determine limits jointly. However, the limits may not exceed those set in the policy guidelines (Exhibit B). After a limit is exceeded, employees must utilize the regular purchase order process or the department director may petition the program administrator for a temporary increase in transaction limits.

E. Sales Tax

The City is a sales tax-exempt entity.

The tax-exempt identification number (TEID) is **75-6000621**.

P-card holders must notify vendors that the City is tax exempt prior to making a purchase. Should tax be inadvertently charged, the cardholder is responsible for contacting the vendor to have the tax removed and obtain a corrected receipt or the cardholder may be responsible for reimbursing the tax amount to the City. However, when traveling, charges such as hotel charges, food charges and fuel charges will most likely be taxed.

F. Documentation

The cardholder must retain all charge slips and itemized receipts and submit them to the appropriate department p-card delegate or finance. Receipts must be attached to a monthly expense report or scanned and electronically attached to the transaction receipt in the p-card vendor's online system. The cardholder is responsible for contacting the vendor to obtain copy of any missing receipt.

1. **Over-the-Counter Purchases** - When the purchase is made over the counter, the cardholder shall retain the "customer copy" of the charge receipt and any available invoices. Prior to signing the merchant's copy, the cardholder is responsible for making sure that the vendor lists the quantity, fully describes the item(s) on the charge slip and assures that sales tax is not added to the transaction. When purchases are made at restaurants the detailed receipt that shows a breakdown of items purchased is required.
2. **Online & Phone Purchases** - When making a purchase by telephone or via the internet, the cardholder shall also print any order, pricing, and purchase verification

pages that verify the purchase. When the items arrive, all shipping and invoice documents must also be maintained with the reconciled statement.

3. **Purchase Overrides** - In certain instances, a card may be declined related to blocked MCCs or purchase threshold limits. A cardholder may contact the program administrator to obtain an authorized override of the lock or decline.
4. **Missing Documentation** - If the Cardholder does not have documentation of a transaction listed, he/she shall contact the vendor to obtain the missing receipt. If documentation cannot be obtained then the cardholder must reconcile the transaction with a signed explanation that includes a description of the item(s) purchased, date of purchase, vendor's name, and reason for the lack of supporting documentation. When the approving official approves, he/she is also approving the information listed in the memo. Statements for missing documentation will not be accepted from vendors that a replacement receipt can be obtained from (Wal-Mart, Lowes, etc.). If a cardholder continually fails to provide merchant receipts, then he/she may be subject to disciplinary action; up to and including termination of employment.

Please note that City p-card information and transactions are public information and are subject to open records requests.

G. Submitting Statement

The cardholder's billing cycle ends on the 5th day of each month and a statement is ready for approval. The cardholder should reconcile purchases online on the 10th of each month and submit the report and receipts to finance no later than the 15th of each month. Upon completion of the cycle, the cardholder will be required to complete a series of steps.

H. Statement Review Process

On the 10th day of the month, the cardholder must go to the JPMorgan Chase Bank website, as assigned when card is issued.

Upon entering the website, the cardholder does the following:

1. Signs on to the website using individual cardholders' password.
2. Selects the most recent completed month's statement.
3. Reconciles any transactions that have not been previously done. After the transactions have been reconciled and the cardholder has agreed that the statement is true and correct to the best of their knowledge, the cardholder must approve the statement.
4. Prints an expense report, attaches receipts, signs, and submits to approver.

Once the cardholder submits their transactions, the approver does the following:

1. Logs on to the website, reviews for accuracy, and clicks the supervisor reviewed button.
2. Signs the expense report and forwards to purchasing/finance for payment.

Please note:

- The cardholder can and is strongly urged to review individual transactions as they occur at any time during the month.
- Failure by either the cardholder or approver to properly edit and process all transactions, approve statements in a timely manner, and do so on a continuing basis, may result in revocation of cardholder privileges.

I. Returns

Each cardholder is responsible for coordinating returns with the vendor and making sure a proper credit slip is obtained. Credit shall be issued to the cardholder's account. Cash refunds are not allowed.

J. Restrictions

1. Employees may *not* use the card for the following:
 - a. Any purchases of items for personal use.
 - b. Cash refunds or advances.
 - c. Any purchases of goods/services or, or at a merchant type not considered prudent or of good judgment.
 - d. Any transaction amounts greater than the cardholder's transaction limit.
 - e. Items under contract unless an emergency exception is granted by purchasing/finance.
 - f. Alcohol or liquor of any kind. Patronization of bars, drinking places and package liquor stores should not be paid for with the p-card. No exceptions.
 - g. Separate, sequential, and component purchases, or any transactions made with intent to circumvent City purchasing policy or state law.
 - h. Any other purchase specifically excluded in the City purchasing policy.
2. Supporting documentation **must** accompany each transaction.
3. The card may **not** be used for personal use or gain, including but not limited to, paying for spouse/family expenses incurred while traveling. Only City business expenses are allowed and the cardholder should pay personal expenses separately.

K. Revocation of the P-Card

The p-card is subject to revocation at any time at the discretion of the finance director and/or department director. The program administrator may also recommend to the

finance director and department director that the card be revoked upon indication of any violation of the purchasing card policy and procedures. When a card is revoked, changes are made on-line and take effect immediately. The program administrator is further authorized to temporarily suspend use of the card if unauthorized use is discovered and such use poses a threat to internal financial controls.

L. Closing a P-Card Account

A card may be closed because of an employee's separation, a change in employee's duties, and/or other reasons. To cancel a p-card, the approver must send written authorization via email or inter-office mail to the program administrator, noting the date the card should be closed and that the p-card has been destroyed or will be destroyed.

If an employee leaves the City unexpectedly and the card is not returned, it is critical to notify the program administrator immediately so that the account can be closed. In some instances, the department may be directed in writing to destroy a card and a verification email sent to the program administrator.

M. Disputed Charges

1. A charge may be considered disputable if one of the following conditions exists:
 - A transaction on any statement is not authorized by the cardholder.
 - The amount billed on any statement differs from the amount authorized.
 - A transaction was billed twice.
 - A credit voucher for the transaction has been received, but the credit is not reflected on the statement.
 - The account has been charged, but the merchandise or services have not been received and/or rendered.
 - The account has been charged, but the merchandise has been returned and no credit for that returned merchandise has been received.
2. If the cardholder determines a charge is disputable, the charge must be reviewed by the approver to determine if any abuse has occurred or if the charge is valid.
3. If a charge is considered disputable (not fraudulent), the cardholder must attempt to resolve the issue directly with the vendor and/or the p-card vendor. Once reported to the p-card vendor, the charge will be classified under "Dispute," and they will attempt to resolve the issue with the vendor. After the dispute has been resolved, the cardholder must verify all remaining credits and charges are accurate.

N. Fraudulent Charges

Any suspected fraudulent use or misapplication of the card must be reported immediately to the p-card vendor and program administrator for investigation and appropriate action. Once a charge has been determined to be fraudulent, the p-card

vendor will immediately cancel and reissue the card. If the p-card vendor suspects a security breach or fraudulent activity on a card, they will immediately block the card and contact the cardholder to confirm if the activity on the card is legitimate.

O. Lost or Stolen Cards

The City is financially liable for a lost or stolen p-card, if subsequently used. In the event a p-card is lost or stolen, the cardholder must **IMMEDIATELY** notify the program administrator of the loss or theft. If the p-card was stolen, the cardholder must then report the theft of the p-card to the police department. The program administrator must be contacted to request a replacement p-card. The cardholder must also notify the approver of the loss or theft.

A card that is subsequently found by the cardholder after reported lost shall be destroyed.

VI. EXHIBITS

- 1. Transaction Limits (Exhibit B)**
- 2. P-Card Acknowledgment Form (Exhibit C)**

PURCHASES \$50,000 and LESS

I. PURPOSE

This chapter provides City-wide standard procedures for procurement activities below the statutory thresholds requiring informal competitive bidding or proposals and establishes the approval levels for purchase requisitions. The intent is to streamline the day-to-day routine administrative functions of the City by delegating authority to designated employees with fiscal responsibility. These delegated authorities can be found in section III, subsections D and E of this chapter.

The purpose of this chapter is to:

- Facilitate the purchase of quality goods and services.
- Obtain the best possible prices and value for goods and services.
- Promote efficient decision-making and ensure that actions and decisions are taken by appropriate approval levels.
- Ensure that the expenditures of funds are made in accordance with applicable laws, regulations, and City policies.
- Provide fiscal integrity and an auditable internal control environment.
- Establish internal controls to guard against misappropriation of public funds.

II. DEFINITIONS

A. Best Value – Other criteria, in addition to cost, established to determine best value for the City. Best value criteria may include (but is not limited to) the following:

- Total price or long-term cost to acquire the goods and services.
- Bidder's experience and reputation.
- The quality of the bidder's goods and services.
- Local business presence.
- Other relevant criteria listed in the City's solicitation (Request for Quotes/Proposals).

B. Central Master's Bidders List (CMBL) - The **CMBL** is a state vendor database, available through the Texas Comptroller of Public Accounts, used by governments to identify vendors to receive government bid solicitations based on the products or services they can provide. Searches can be made by "all vendors" using the National Institute of Governmental Purchasing's (NIGP) commodity classifications and codes listings. Manufacturers, suppliers, and other vendors wishing to furnish materials, equipment, supplies, and services to governments in Texas register for the CMBL to receive bidding opportunities. The CMBL is also a HUB directory search database. Searches can be made

to automatically default to "CMBL Only" to perform a search for vendors, including [Texas Certified HUBs](#) who have elected to register on the CMBL.

- C. **Cooperative Contract** - an agreement between a local, state, regional, or federal government and businesses. The contract secures affordable rates and establishes delivery terms on goods that many agencies or offices need to have.
- D. **Department** - Any department within the City that purchases goods, equipment, or services for continued daily operations.
- E. **Director** - Appointed by the city manager to serve as the head of one or more departments.
- F. **Encumbrance** - The process where the City reserves funds for the financial obligation of the purchase of supplies, goods, services, and equipment.
- G. **Historically Underutilized Businesses (HUBs)** - A business that has been certified by the Texas Comptroller of Public Accounts according to the process outlined in the Texas Administrative Code.
- H. **Invoice** - An itemized bill for goods or services provided to the City and should include an invoice date, purchase order number, individual prices, and extended pricing.
- I. **Local Business Presence** – Individuals or firms (prime contractor or subcontractor) whose principal place of business for providing goods or services is located in the corporate city limits of Nacogdoches or firms that have a branch office located in the Nacogdoches Corporate City Limits that have been in operation for the last three (3) years.
- J. **Manager** - Serves as the head of a division.
- K. **Purchase Order** - A document issued to a specific vendor by finance staff setting forth the descriptions, quantities, prices, discounts, payment terms, date of performance or shipment, and standard terms and conditions. A purchase order records the financial obligation of the City to pay for goods or services properly received; therefore, a purchase order is also required for all contracts with an expenditure of funds entered into by the City Manager, or his/her designee. For expenditures without a separate contract, the purchase order acts as the contract for the expenditure and acceptance of a purchase order by a vendor forms an agreement between the City and the seller.
- L. **Purchase Requisition** - An electronic document generated by a department to notify the finance department of items it needs to order, their quantity, and the timeframe. A purchase requisition is not an authorization to make a purchase.
- M. **Vendor** - Person or business enterprise interested in or providing goods, equipment, or services to the City as fulfillment of obligations from an agreement or purchase order.

III. POLICY

A. General

For purchase awards, the City will adhere to city purchasing policies and procedures, all state and local statutes, and the city budgetary and fiscal policies.

B. Council Resolution

On November 7, 2017, City Council adopted a resolution providing authority to the city manager or his/her delegates to contract for purchases \$50,000 and under. Thereby through this policy the city manager delegates signature approval authority to city department managers for all purchase requisitions created by their department amounting to less than \$50,000. This delegation does not preclude the city manager from approving any purchase requisitions he has so delegated.

C. Segregation of Duties

In order to ensure proper internal controls, each department must maintain a separation of duties. At a minimum, two (2) different people must conduct the following functions:

1. Requisition Entry
2. Requisition Approval
3. Receipt of Goods or Services (signing the invoice)

D. Purchasing Threshold \$3,000 and less

Purchases \$3,000 and less are non-competitive and are made by the department without approval of the Finance Department. However, the Finance Department is always available to assist when making purchases of any value and all kinds. Employees should use their p-card for these types' purchases, if able.

E. Purchasing Threshold \$3,000.01 to \$50,000

Purchases within these limits are considered informal and require competitive bidding/proposals with a minimum of three written bids/quotes/proposals. Departments are required to seek bids/quotes/proposals by contacting vendors with a local business presence and at least two HUB vendors located in Nacogdoches County, if available for the commodity type purchase to be made.

F. Purchase of Motor Vehicles

In order to maintain a uniform fleet of vehicles and utilize tax dollars, all motor vehicle purchases (excluding Police Tahoes and Fire/Rescue Trucks) will be made by the finance department. City departments will request vehicles during budget preparation cycle via the asset request form and finance will arrange the purchase of a standard vehicle

meeting the department's needs. Emergency replacement vehicle purchases will also be made through the finance department, when necessary.

G. Local Bidders and Suppliers for City Purchases

The City Council encourages utilization of local bidders and suppliers for all City procurements. Therefore, local business presence will be an evaluation criterion to be utilized for all purchases.

H. Best Value Procurement

All contracts and purchases shall be handled so as to obtain the best value for the City, with bids, proposals or quotations solicited whenever practical.

I. Separate, Sequential or Component Purchasing

Intentionally separating, splitting, or making component purchases (split purchases) to avoid competitive bidding as required by state law, the City's code of ordinances, and purchasing policies is prohibited and is a violation of state procurement laws and carries statutory penalties. Violation of this policy will result in the employee being referred to the human resources department by the finance department with disciplinary action up to and including immediate termination.

IV. PROCEDURE

A. Procurement Life Cycle

Generally, all purchases \$50,000 or less follow this basic process:

1. Need or business purpose is recognized by department.
2. Verify budgeted funds are available for the purchase.
3. Identify supplier sources.
4. Specification(s) are prepared and suppliers contacted.
5. Department solicits informal bids, quotes, or proposals, when applicable.
6. Evaluate bids then supplier selection.
7. Department enters purchase requisition.
8. Purchase requisition is approved pursuant to this policy and department delegated authority.
9. Finance prepares purchase order.
10. Department must acknowledge receipt of the item/service by signing and dating the invoice.
11. Accounting will disburse payment.

B. Purchasing Threshold \$3,000 and less

- Credit Card (P-Card); or
- Check Request (Accounts Payable); or
- Purchase Order

No competitive bids or quotes are required. Employees, designated by the director, may make small dollar purchases that are budgeted for amounts \$3,000 or less for goods and services that benefit the City of Nacogdoches; however, the department manager or director must approve the purchase. These purchases may be paid either through the City's procurement card (P-Card), check request (signed invoice), or purchase order issued by finance. The City prefers that the p-card is used primarily for these small dollar purchases for efficiency purposes. P-Card purchases are processed in accordance with the City's procurement card policies & procedures.

C. Purchasing Threshold \$3,000.01 to \$50,000

- Three Competitive Quotes or
- Cooperative Quote; or
- Other Exemption

All purchases over \$3,000 up to and including \$50,000 require *(unless exempt by City policy)*:

1. Requisition Summary Form to be completed by departments on the city's shared network drive.
2. Exemption Form to be completed by departments if competitive bidding is exempt under state law (not applicable for existing city contracts or cooperative purchases).
3. Purchase Requisition approved by the department.
4. Purchase Order issued by finance.

The **Purchase Requisition Summary Form** will help you with the following procedures:

- **Quotes**

1. Vendor Quotes - The department shall coordinate to obtain three or more competitive quotes. All vendors must be provided identical terms, conditions, and specifications when soliciting quotes. All details of quotes must be documented on the form.

2. Cooperative Purchase Quotes - The department shall coordinate with the appropriate cooperative contractor (Buyboard, Sourcewell, TX SmartBuy, Etc.) to provide a quote for the goods or services required that are available under an active cooperative contract. Department shall retrieve a copy of the cooperative contract and provide to finance. In some cases, the desired purchase (and vendor) is available

on multiple cooperative programs. Departments should seek to get multiple cooperative quotes, if possible.

- **Solicitations**

Departments develop specifications, prepare solicitations (request for quote/bid) and consults finance, as needed. For solicitations issued by finance, the department in collaboration with finance will define and finalize the purchase requirements and specifications.

- **Identify and Contact Suppliers**

1. Department will determine available suppliers to provide the goods, equipment or services required. Finance may assist departments in researching for available suppliers.
2. City may contact other known firms, local or non-local, including using the CMBL master database available through the Texas Comptroller of Public Accounts, for locating vendors or suppliers to provide a bid/quote for goods or services needed by the City. City shall use the CMBL for locating Texas certified HUB vendors or suppliers. Below is the website link to the CMBL:

<https://mycpa.cpa.state.tx.us/tpasscmlsearch/tpasscmlsearch.do>

- **HUB Requirements and Contacting HUB Certified Firms**

Before making purchases of more than \$3,000 and less than \$50,000, the City must check the list of Texas certified HUBs on the Texas Comptroller's Office website to determine if there are Historically Underutilized Businesses (HUBs), within Nacogdoches County, which supply the goods or services being purchased. If a certified HUB(s) is on the list, the City is required to contact and request a quote from at least two (2) HUBs, on a rotating basis for each procurement. If the list fails to identify a HUB in Nacogdoches County, the City is exempt from this requirement.

- **Evaluate and Select Supplier**

Departments and finance should detail in the specifications the best value criteria they will use to evaluate vendor responses. The best value selection of a contractor is based on a determination of which bid/proposal offers the best combination of price and performance, where quality is considered an integral performance factor. The City should determine if bidder/proposer is responsive and responsible to provide the goods, equipment, or services requested. The City should document the evaluation and award decision of selected supplier(s). Vendor submitted agreements/contracts or any non-standard terms and conditions for City acceptance, should be reviewed and approved by legal prior to an award. Finance

may be consulted in the vendor selection process. Awards should be based on best value (which may include lowest overall cost bidder or best value bidder) to the City.

- **Requisition/Purchase Order Entry**

All department supporting information for the purchase, for example: quotes obtained, completed documents, exemption form, supplier lists, and documentation on firms contacted for bids/quotes, shall be provided to finance prior to processing the purchase order. The requisition/purchase order requires vendor name, quantity, description, account code(s), unit price, total price, required delivery dates, freight, payment terms, etc. Finance will always be available to assist the department(s) in obtaining this information. Requisitions/Purchase Orders are entered in the City's financial management system.

- **Approvals**

Approvals must be made within the signature authority pursuant to Exhibit B of this policy, as may be amended from time to time.

- **Purchase Order**

Following receipt of signature authority approval and information as required in this policy and procedure, the finance department will issue and send the purchase order to the requested department; encumbering funds from the department based on the general ledger account codes entered. The vendor/supplier awarded the purchase will be bound by the City's purchase order standard terms and conditions. If a contract is more appropriate for a purchase, then the contract administration policy shall be followed.

- **Receipt and Acceptance of Goods or Services**

Upon receipt of the goods or services, the department will acknowledge the receipt and acceptance by signing and dating the invoice and submitting the invoice to accounting. Department should conduct an after-delivery inspection of maintenance, repair, operating supplies, and other goods and services prior to use to ensure compliance with specifications and contractual agreements.

- **Invoices**

Department employees, designated by the director, will acknowledge receipt of goods and services by signing and dating the invoice for verification of receipt. Accounting will review receiving information to the approved purchase order and pay the vendor.

- **Disputes**

Departments will administer and manage their contracted purchases. Should a problem exist with goods received or services performed, which would warrant a

delay in payment, the department must notify accounting within two (2) working days by email or other written notification. Such notification shall describe the problem and request a “hold” on the invoice until the problem is resolved. The department shall keep accounting informed as the status changes. Finance may be consulted for assistance in bringing a vendor into compliance with the contract.

V. EXHIBITS

- A. Approval Thresholds**
- B. Purchase Requisition Summary Form**

VI. REFERENCE

Search for HUBs

<https://mycpa.cpa.state.tx.us/tpasscmbsearch/>

PURCHASES OVER \$50,000

I. PURPOSE

The purpose of this chapter is to outline the statutory requirements for the expenditure of funds over \$50,000. There are several statutes that govern the purchase of goods, general services, professional services, and construction services. This chapter will focus on the Sealed Competitive Bidding and Sealed Competitive Proposal procedure for goods and general services. Procurement procedures for professional services and construction services are found in other chapters in the Procurement Policy.

II. DEFINITIONS

- A. Best Value** - Pursuant to Local Government Code 252.043, if the sealed competitive bidding requirement applies to the contract for goods or services, the contract may be awarded to the lowest responsible bidder (see definition below) or to the bidder who provides goods or services at the best value for the City. In determining the best value for the City, we may consider:
 - 1. the purchase price
 - 2. the reputation of the bidder and of the bidder's goods or services
 - 3. the quality of the bidder's goods or services
 - 4. the extent to which the goods or services meet the City's needs
 - 5. the bidder's past relationship with the City
 - 6. the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and non - profit organizations employing persons with disabilities
 - 7. the total long -term cost to the City to acquire the bidder's goods or services, and
 - 8. any relevant criteria specifically listed in the request
- B. Bid Advertisement** - A public notice put in the newspaper of general circulation, containing basic information about the solicitation including the time and place the bids/proposals will be opened and acknowledged.
- C. Bid List** - A list of contractors who have indicated an interest in doing business with the City of Nacogdoches.
- D. Competitive Bidding** - The process wherein a contractor openly competes with other contractors, through a formal process for the City's business.
- E. Component Purchases.** Purchases of component parts that in normal purchasing practices would be purchased in one purchase.
- F. Encumbrance.** The process where the City reserves funds for the purchase of supplies, goods, services, and equipment. Typically, a purchase order is used to record the financial obligation (encumbrance) of the City.
- G. Goods.** A generic term that includes all types of personal property to be purchased by the City, equipment, supplies, materials, component, and repair parts.

- H. Invitation to Bid (ITB).** A formal written document that requests from bidders a firm price and delivery details for specified merchandise listed in the term's conditions and specifications of the bid documents.
- I. Lowest Responsible Bidder.** A contractor who offers the lowest bid which meets all the specifications, requirements, terms, and conditions of the Invitation to Bid. It is expressly understood that the lowest responsible bidder includes any related costs to the City, using a long-term concept. The term "responsible" refers to the financial and practical ability of the bidder to perform the contract. The term is also used to refer to the experience or safety record of the vendor.
- J. Purchase.** An act that includes the acquisition of goods or services, to include the act of leasing personal or real property. Separate, sequential, and component purchases shall be treated as a single purchase.
- K. Purchase Order.** A purchase order is a formal, binding, legal agreement issued by the City Finance Department and may be used in lieu of a written contract for commodity purchases. A purchase order is requested by a department requisition that details the merchandise or services required. When accepted by a vendor without qualifications within a specified time period, the agreement becomes a contract. A Purchase Order grants the vendor the authority to deliver the goods or services and invoice for the same. It is the City's commitment to accept the specified goods or services and pay for them at the agreed price. A purchase order encumbers/reserves funds.
- L. Request for Proposal (RFP).** A formal written document requesting that potential vendors make an offer (proposal) for goods or services to the City. Price is an essential evaluation criterion, but the RFP may stipulate other criteria and relative importance.
- M. Requisition.** The source document for all purchasing activity. This form communicates a department needs to the Finance Department and authorizes the City to enter into a contractual relationship for delivery of goods or services. A requisition is for communicating internal requirements and should not be used by Departments for the order and delivery of goods or services. The Department requisition must be approved in accordance with the delegated authority.
- N. Separate Purchases.** Purchases made separately of items that in normal purchasing practices would be purchased in one purchase.
- O. Sequential Purchases.** Purchases made over a period of time of items that in normal purchasing practices would be purchased in one purchase.
- P. Services.** A generic term to include all work or labor performed for the City as an independent contractor, including maintenance, construction, manual, clerical, or professional services.
- Q. Specifications.** Statements containing a detailed description of the terms of the contract, as well as specific details for the goods or services. The details or specifications should be descriptive, but not restrictive.
- R. Vendor.** A generic term applied to individuals and companies alike, who provide goods and services to the City.

III. POLICY AND PROCEDURES

An expenditure of funds over \$50,000 requires formal bids or proposals for goods and services. Solicitations must be advertised in the local paper, acknowledged at a public opening, and summarized in a tabulation/evaluation form. A purchase order will be issued only after approval by the Nacogdoches City Council. *Any attempt to circumvent the bidding process or Council approval process by requesting separate, sequential, or component purchases is a violation of state law and carries criminal penalties. Intentional sequential purchasing will result in termination.*

A. Invitation to Bid (ITB)

The Invitation to Bid is typically used for equipment, supplies, materials, parts, or other commodity type purchases. The steps in this process include:

1. *Development of specifications.* The department is responsible for developing a concise description of goods or services they seek to buy and the requirements the vendor must meet to be considered for the award. A specification may include requirements for testing, inspection, preparing any goods or services for delivery, or installing them for use. The specification is the total description of the goods and services desired to be purchased.

In order to assure fair and competitive bids, brand names should not be used in specifications unless it is made clear to each bidder that the brand name is being used for reference only. This can be accomplished by adding an "or equal" statement behind the brand name. This statement will indicate to the bidder that other brand names will be considered if they offer specifications that are equal or better than the specifications listed in the bid. Brand names can be specified, as the only brand that will be accepted in cases where the brand specified is the only product that will work with the existing parts or equipment.

2. *Advertisement.* All ITBs are required to advertise a notice of the time and place at which the bids will be publicly opened and read aloud. The legal notice must be published at least once a week for two consecutive weeks in a newspaper published in the municipality. The date of the first publication must be *before* the fourteenth (14th) day before the date set to publicly open the bids and read them aloud. (Local Government Code 252.041)
3. *Pre-Bid Conference (if applicable).* The Department may invite potential vendors to attend a pre-bid meeting to discuss contract requirements and answer vendor questions.
4. *Addenda.* If it becomes necessary to make a change after the project goes out for bid, but before contract is awarded in order to clarify, modify, or support the information in the original bid document, you must issue an addendum to all known

interested parties. The addendum should be acknowledged by the vendor at the time the bid is submitted and should become part of the awarded contract documents.

5. *Receipt of Bids.* Bids shall be received until the date and time specified in the ITB. Bids received after the advertised date and time, shall be returned to the bidder unopened.
6. *Public Bid Opening.* All bids properly received on or before the due date and time shall be opened and publicly read aloud.
7. *Bid Tabulation.* All bids received should be summarized in a bid tabulation. Unit prices and totals listed should be used for comparison.
8. *Department Evaluation.* The department is responsible for evaluating all bid(s) received to determine if they are complete and comply with the specifications.
9. *Award of Bid.* The contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality (see definition of best value).
10. *Identical Bids.* Pursuant to Local Government Code 271.901, if the City receives two or more bids from responsible bidders that are identical, in nature and amount, as the lowest and best bids, the governing body must enter into a contract with only one of those bidders. If only one of the bidders submitting identical bids is a resident of the City, the City must select that bidder. However, if two or more of the bidders (or none of the bidders) are residents of the City, the City must select one of the bidders by the casting of lots. The casting of lots is prescribed by the mayor and must be conducted in the presence of the governing body.

B. Request for Proposal (RFP)

The Request for Proposal is generally used for services, and in some cases for goods where it is difficult to precisely define the specifications. The RFP consists of weighted criteria where cost is not the only determining evaluation factor. The RFP may include other evaluation factors with their relative importance. All evaluation factors must be specified in the RFP and considered in recommending award.

1. *Develop scope of work.* The Department is responsible for preparing a Statement of Work (SOW) or Technical Requirements that functionally define the technical capability and performance requirements of the department regarding such goods or services.
2. *Advertisement.* All ITBs are required to advertise a notice of the time and place at which the bids will be publicly opened and read aloud. The legal notice must be published at least once a week for two consecutive weeks in a newspaper published in the municipality. The date of the first publication must be *before* the fourteenth (14th) day before the date set to publicly open the bids and read them aloud. (Local Government Code 252.041)

3. *Pre-Proposal Conference (if applicable).* Pre-proposal conferences can be a valuable tool for the early detection and clarification of possible ambiguities, unforeseen and nonessential restrictions, or technical errors in the specifications. The conference is a meeting of potential proposers and the City of Nacogdoches representatives. At the conference, the City goes over the specifications, explaining the scope, objectives, and techniques of the proposed purchase. Vendor inquiries and points of possible conflict are noted.
4. *Addenda.* If it becomes necessary to make a change after the project is advertised, but before contract is awarded in order to clarify, modify, or support the information in the original document, you must issue an addendum to all known interested parties. The addendum should be acknowledged by the vendor at the time the Proposal is submitted and should become part of the awarded contract documents.
5. *Acknowledgment of responses.* Most RFPs are not publicly read aloud at the published date and time to allow for unbiased best and final offers and to protect the City's competitive advantage.
6. *Evaluation Committee.* A committee may be formed to evaluate the Proposal(s) received using the criteria as defined within the specifications. This committee should consist of a diverse group of City staff, and consultants when applicable. Committee members are selected by the using department on the basis of their knowledge of the particular project being developed and/or of their knowledge of the particular field involved. Each voting committee member is expected to attend all committee meetings. Absenteeism of a member may require a substitution. The committee should remain intact throughout the evaluation process to help avoid unbalanced scoring. It is imperative that each proposal be treated as confidential throughout the evaluation process. Committee members shall not divulge any information on any proposal or evaluations to anyone outside the committee during the evaluation process.
7. *Evaluation of proposals.* Cost is not the only determining evaluation factor; however, its relative importance to other evaluation factors must be specified in the RFP and considered in recommending award. During the evaluation, the City may choose to interview one or more firms. After any interviews, Proposal(s) must be ranked in order with the highest evaluated score being ranked number one.
8. *Negotiation.* Negotiation may be conducted with the top ranked firm(s). If a successful contract cannot be negotiated with the highest ranked firm, then the City will begin negotiations with the next highest ranked firm and continue this process until successful negotiations are completed.

9. *Award of Contract.* Once the negotiations are complete, a written recommendation outlining the recommendations of the selection committee shall be carried forward with a proposed contract document through any applicable boards, committees or commissions and City Council for approval.

C. Protests and Contested Awards

1. *Formal Written Protest* - A formal protest from a bidder or proposer shall be submitted in writing to the City of Nacogdoches Purchasing and Contracts Specialist for consideration. The Purchasing and Contracts Specialist will work with the using department, Legal and other subject matter experts as necessary and appropriate, to formulate a response to the protest. A protest must be in writing and must be supported by sufficient information to enable the protest to be considered. A protest will not be considered if it is not supported with adequate justification, or if it is not received by the Purchasing and Contracts Specialist within the time limits set forth in the sections below. A protest, if any, may be submitted upon the following reasons:
 - i. A protest relating to restrictive procedures, alleged improprieties, or other similar situations arising prior to bid opening or proposal due date must be submitted so that it is received by the City of Nacogdoches Purchasing and Contracts Specialist no later than five (5) working days prior to the specified opening or due date and may only be protested once.
 - ii. A protest relating to requests for changes to or approval of equals, or clarifications and modifications of the specifications must be submitted so that it is received by City of Nacogdoches Purchasing and Contracts Specialist within five (5) working days prior to the specified opening or due date and may only be protested once.
 - iii. A protest of the award of contract must be submitted so that it is received by the City of Nacogdoches Purchasing and Contracts Specialist no later than five (5) calendar days following the award date.
2. *Notification Process* - In the event staff is notified of a potential protest, staff shall notify the Purchasing and Contracts Specialist, applicable chain-of-command, and City Council, as appropriate.
3. *Protests related to the City's purchasing practices* may be submitted directly to the City Manager within five (5) working days following any action taken by the Purchasing and Contracts Specialist.

D. Exceptions to the Competitive Procurement Procedures

Exemptions to the competitive bidding and the competitive sealed proposal processes are listed in LGC Section 252.022. A Department making a purchase that may be

exempt from the competitive procurement's requirements should confer with the Finance Department and/or City Attorney, who will assist in making this determination.

Some of the common exemptions that may apply include:

1. A procurement made because of public calamity that requires the immediate appropriation of money to relieve the necessity of the City's residents or to preserve the City's property.
2. A procurement necessary to preserve or protect the public health or safety of the City's residents.
3. A procurement necessary because of unforeseen damage to public machinery, equipment, or other property.
4. A procurement for personal, professional, or planning services.
5. A procurement for work that is performed and paid for by the day as the work progresses.
6. A purchase of land or right-of-way.
7. A procurement of items that available from only one source (note: sole source purchases require the completion of the Competition Exemption Form – see exhibit F).
8. Goods purchases by the City for subsequent retail sale by the City.

All purchases to be made that are claimed to be exempt from competitive bidding procedures, formal or informal, must be accompanied with the Competition Exemption Form (see exhibit F).

IV. EXHIBITS

A. Competition Exemption Form

CONTRACT ADMINISTRATION

I. PURPOSE

The purpose of this chapter is to safeguard City resources and to minimize the City's financial, legal, operational, and compliance related risks by establishing authority and responsibilities with regard to reviewing and executing contracts and related change orders. This chapter will cover:

- A. Contract Authority** - to define who may sign contracts on behalf of the City
- B. Contract Routing** - to ensure that contracts are executed as intended and in accordance with applicable law, regulation, and City policies.
- C. Change Orders** - to establish standard procedures for changes that occur after the performance of a contract has begun.
- D. Renewals** - to provide consistency in terms, conditions and pricing in contracts that are eligible to be renewed annually.

Any attempt to circumvent the contract policy or Council approval process by requesting separate, sequential, or component contracts is a violation of state law and carries criminal penalties.

II. DEFINITIONS

- A. Contract** - For purposes of this Policy, a Contract is any document intended to set forth terms of an agreement between the City and an external party. *A document need not be labeled as a contract or agreement to be covered under this Policy.* A document is a Contract under this Policy if it describes the obligation of the City, either to do something or to pay money.
- B. Change Order** - A change order modifies a contract after the performance of the contract has started and can only change the following:
 - 1. plans or specifications; or
 - 2. quantity of the work to be performed; or
 - 3. quantity of materials, equipment, or supplies to be furnished.A change order is only appropriate to change a project in a manner consistent with the original bid specifications.
- C. Encumbrance** - The process where the City reserves funds for the purchase of supplies, goods, services, and equipment. Typically, a purchase order is used to record the financial obligation (encumbrance) of the City.
- D. Material** - A contract provision is "material" if it is one of the essential or key provisions at the core of an agreement or original bid specifications.

III. POLICY and PROCEDURE

A. Contract Authority

- 1. *General Authority to Contract.* The City Council has the express responsibility to approve all budgeted expenditures subject to competitive bidding/proposals. All other contracts for budgeted items must be approved by the City Manager or his

designee. All contracts, regardless of value, must be in a form approved by the City Attorney.

2. *City Council to City Manager.* The City Council has delegated to the City Manager authority to execute those contracts approved by Council.
3. *City Manager.* The City Manager will approve and execute contracts \$25,000 or more, but not to exceed \$50,000.
4. *City Manager to Director.* The City Manager may delegate approval and authority to execute contracts less than \$25,000. This delegation does not preclude the City Manager from signing any contracts he has so delegated.
5. *City Manager to Finance/Purchasing.* City Manager delegates to Finance/Purchasing to approve and execute all purchase orders issued pursuant to City policies and procedures establishing the financial obligation of the City.

B. Contract Routing

1. *General.* To be valid and binding on the parties to the contract, all contracts subject to this policy must be routed for approval and executed in the sequence set forth below:

1st In most cases, the vendor should execute two (2) original contracts first and provide proof of insurance pursuant to the terms of the contract.

2nd Contract Manager will obtain the Disclosure of Interested Parties Form 1295; check the Comptrollers website for terrorist watchlist and companies that boycott Israel; obtain the proper Certificate of Insurance; review the Performance/Payment Bond (if applicable); and initiate the Contract Routing Form. (See section V. Reference)

3rd Finance will review the funding sources.

4th Legal must review all non-standard forms or modified standard forms. Legal requests thirty (30) days review for all non-standard contracts or modified standard contracts and ten (10) days review for all standard contract documents. Once approved, the contract may be forwarded for execution as follows:

- a. to the Department Director (if less than \$25,000)
- b. to the City Manager (\$25,000 or more, but not-to-exceed \$50,000.)
- c. to the City Secretary (if Council approval is required).

5th City Secretary and Finance will maintain one (1) fully executed electronic version of the contract each for records retention. The other original hard copy will be returned to the Contractor.

C. Change Orders

1. *General.* The City will adhere to all state statutes and City policies and procedures.
2. *Changes in quantity of work to be performed or of quantity of materials, equipment, or supplies to be furnished.* An increase or decrease over \$50,000 must be approved by City Council. The City Manager or his designee provided below may approve change orders of \$50,000 or less provided that the change order, or the cumulative of the change orders, cannot increase or decrease the contract by more than

twenty-five percent (25%). This delegation does not preclude the City Manager from signing any change order he has so delegated.

\$3,000 and less	Contract Manager
Less than \$25,000	Contract Manager, Department Director; and Finance Director
\$25,000 - \$50,000	Contract Manager, Department Director; and Finance Director;
Greater than \$50,000	Department Director; and Finance Director; and City Manager; and City Council

3. *Changes in plans or specifications for professional services*

- i. When the original Contract amount plus all change orders is \$50,000 or less, the City Manager or his designee 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. When a change order results in a total revised contract amount that exceeds \$50,000, the City Council must approve such change order prior to commencement of the services or work; and
- ii. When the original contract amount plus all change orders is greater than \$50,000, the City Manager or his designee may approve the written change order if the change order does not exceed \$50,000 and the sum of all change orders does not exceed 25% of the original contract amount. When a change order exceeds \$50,000 or when the sum of all change orders exceeds 25% of the original contract amount, the City Council of the City must approve such change order prior to commencement of the services or work; and

4. *Fiscal Funding.* The City is not allowed to take on any unfunded liability. The total price in the original agreement may not be increased because of changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for at the time a bond sale is authorized. Therefore, a department should not request a change order or amendment unless there are unencumbered funds to pay for the change order or amendment.

5. *Material Changes.* Material changes in scope, quantities, or related work may not be made. A material change is defined as substantial revisions. "Bidding presupposes that due advertisement, giving opportunity to bid, and contemplates a bidding on the same undertaking upon each of the same material items covered by the contract, upon the same thing. It requires that all bidders be placed upon the same place of equality and that they each bid upon the same terms and conditions involved in all the items and parts of the contract, and the proposal specify as to all bids the same or substantially similar specifications." *Attorney General Opinion MW-296.*

6. *Effective.* No change order or amendment is effective until approved by the City Council, if required, or the City Manager or designee, and communicated in writing to the Contractor.
7. *Change Order Routing.* Change orders must be pre-approved prior to authorizing the work as set forth below:
 - i. Contractor
 - ii. A/E Consultant (if applicable)
 - iii. Contract Manager (you may stop here if the change is \$3,000 or less)
 - iv. Finance
 - v. Department Director (you may stop here if the change is \$25,000 or less)
 - vi. City Manager (you may stop here if the change is greater than \$25,000 and \$50,000 or less)
 - vii. City Council (must approve all changes greater than \$50,000)
8. *Recording.* A copy of all change orders must be recorded with the original contract document and a copy to Finance so that the original encumbrance may be modified.

D. Renewals

1. *Terms.* Renewal terms for contracts subject to competitive bidding typically should be limited to two (2) renewals following the original 12-month term (3 years total) of the City. Exceptions to this requirement must be approved by the City Manager or City Attorney.
2. *Multiple Award Contracts.* When multiple vendor awards occur, if all vendors do not agree to renew, the contract in its entirety should be rebid.
3. *Contract Changes.* The renewal must be under the same terms and conditions as the original contract, provided that the unit price under the original contract may, by mutual agreement of both parties, be increased by no more than ten (10%) percent of the original contract price.
4. *Vendor Performance.* Vendor performance will be a critical decision factor when deciding whether or not to renew or rebid a contract. In addition to vendor performance, price and overall best value to the City will also be critical decision factor elements.

IV. EXHIBITS

1. Contract Routing Form
2. Change Order Form

V. REFERENCE

Comptrollers Website for Terrorist Watchlist and Companies that Boycott Israel

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

PROCUREMENT OF PROFESSIONAL SERVICES

I. PURPOSE

This chapter applies to personal, professional, and planning services. It is the intent to establish fairness and consistency in the selection process while obtaining the best value (quality services at a reasonable price) for the City in accordance with the applicable legal requirements.

II. DEFINITIONS

- A. Consulting Services** - The service of studying or advising the City under a contract that does not involve the traditional relationship of employer and employee.
- B. Personal Services** - Services provided to the City personally by a particular individual. Any contribution of machinery and equipment compared to total cost must be substantially less than the contribution of wages.
- C. Planning Services** - Services primarily intended to guide the City to ensure the orderly and coordinated development of land areas.
- D. Professional Services** - Services rendered by a person or firm that requires years of education and service for one to attain competence and which calls for high order of intelligence, skill, and learning. (Mental or intellectual skills, rather than physical or manual) (Op. Tex. Att'y Gen. Nos. JM-1038 (1989), JM-940 (1988), MW-344 (1981)).
- E. Request for Proposal** - A formal written document requesting that potential contractors make an offer proposal) for goods or services to the City. Price is an essential evaluation criterion, but the RFP may stipulate other criteria and their relative importance. At least one of the following statutes must be adhered to when utilizing the RFP method of procurement:
 - LGC 252.031 (b) - goods and-services
 - LGC 252.043(d-1) --civil construction of \$1.5 Million or less
 - GC 2254.003 - professional services (other than A/E)
 - GC 2269.151 - vertical construction.
- F. Request for Qualifications (GC 2254.004)** - a formal written document used when soliciting providers of architectural, engineering or land surveying services. The City shall comply with Government Code 2254.004 in the procurement of these services. The City must first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications. After a firm has been selected based on qualifications and experience, then a fair and reasonable fee shall be negotiated. If a satisfactory contract cannot be negotiated with the most highly qualified provider of architectural, engineering, or land surveying services, the City shall formally end negotiations with that firm and select the next most highly qualified firm and begin negotiations with that provider for a fair and reasonable price.
- G. Statement of Qualifications.** A Statement of Qualifications is a Firm's response to the City's Request for Qualifications.

III. GENERAL INFORMATION

- A. Exempt from Competitive Bidding.** Professional Services are exempt from competitive bidding (Texas Local Government Code § 252.022 (4). The Professional Service Procurement Act (Texas Government Code § 2254) governs the procurement of professional and consulting services.
- B. Consultation with City Attorney.** The Professional Services Procurement Act does not address all professional services. A municipality has the ability to determine whether particular services, in addition to those services identified in Chapter 2254 of the Texas Government Code, are “professional services” for the purpose of exemption from competitive bidding requirements. If unsure whether a procurement is considered a Professional Service subject to this chapter, or which process to use, consultation with the City Attorney may be necessary.
- C. Procurement Method.** The method used to procure these services will vary according to the nature of the services, this chapter, and state law requirements. Generally, the Request for Proposal(s) (RFP) or the Request for Qualification(s) (RFQ) process will be used as described in this chapter.

IV. POLICY

- A. Procurement of Architectural, Engineering or Surveyor Services.** When procuring architectural, engineering, or land surveying services, or when any portion of the project includes these services, the City shall:
1. Select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications.
 2. Attempt to negotiate with that a contract for a fair and reasonable price.
- A.1.** A contract with a Licensed Engineers Seal is required for Public Works Project:
- If Electrical or Mechanical Engineering is involved; *and*
 - If the completed project exceeds \$8,000
- A.2.** A contract with a Registered Architect’s Seal is required for Public Works Projects:
- If the Project is an Institutional residential facility; *or*
 - If the Project is a Public Building; *and*
 - The Public Building is to be used for education, assembly, or office occupancy; *and*
 - The Public Building is new and construction cost exceed \$100,000; *or*
 - If the Public Building is an alteration or addition to an existing building and construction costs exceed \$50,000 and the alteration or addition requires removal, relocation, or addition of walls or partitions or alteration or addition of an exit.
- A.3.** An RFQ must be used when:
- The services involve a construction project that is valued at \$1,500,000 or more; *or*
 - Any contract for a portion of work including architectural, engineering, or land surveying services valued at \$150,000 or more.

A.4. Architectural, engineering or land surveying services where the total contract is valued under \$150,000 may be procured by evaluation of qualifications by City staff utilizing firm Statement of Qualifications (SOQ) on file and updated at least annually.

A.5. A RFQ is not required when:

- The proposed project is the extension or expansion of a previous project; however, in all instances, the ultimate selection of a provider of one or more of these services must be made to the most highly qualified provider.

B. Other Professional Services. When procuring all “other professional services,” the City shall make the selection and award: i) on the basis of demonstrated competence and qualifications to perform the services, and ii) for a fair and reasonable price.

B.1. An RFP must be used when the work includes planning, analysis, studies, or personal services and is valued at \$50,000 or more.

B.2. An RFP is not required when:

- The proposed project is the extension or expansion of a previous project; however, in all instances, the ultimate selection of a provider of one or more of these services must be made to the most competent and qualified provider.

V. PROCEDURE

A. Request for Qualification Procedure for Architects, Engineers and Surveyors.

An RFQ sets forth criteria by which the selection of these types of Professional Services will be made. Below are some of the evaluation criteria commonly used. The criteria should be customized to each RFQ solicited and need not include every listed criterion. Criteria - weighting factors may be utilized to identify the relative importance placed upon these items:

- Summary of prospective provider administration, organization, and staffing.
- Competence and qualifications of the individuals who will be directly responsible for the management and delivery of the proposed work.
- Technical adequacy of the personnel and sub - consultants to be utilized for the proposed work.
- Experience of the service provider based upon previous work similar to that of the type considered.
- Success of the service provider based upon the record of performance on other projects (both City of Nacogdoches and projects for other entities).
- History of provider's accuracy of cost estimates and ability to perform within budget constraints.
- Workload capacity and history of performing work within a specified schedule; and Proposed approach for the design project or study.

In response to the RFQ, the prospective provider of these Professional Services is asked to submit a sealed Statement of Qualifications.

B. Request for Proposal Procedure for all other Professional Services.

A Request for Proposal(s) must be used when the RFP work includes planning, analysis, studies, or personal services. The same criteria as set forth in the RFQ process may be used in the RFP process with the addition of pricing. Types of criteria regarding pricing include asking about the total proposed price, pricing methodology, estimated number of hours and hourly rate(s) and similar pricing information.

Weighted criteria must be used in the RFP process. The RFP must specify the relative importance of price and other evaluation factors. Like the RFQ, each RFP should be customized based on the unique circumstances of each solicitation. In response to the RFP, the prospective provider submits Sealed Proposals. Sealed Proposals will be evaluated using the following methodology:

- All firm(s) reasonably considered to be selected based on criteria set forth in the RFP may be given an opportunity to make a presentation and / or interview with the City.
- Proposals will be evaluated based on the weighted criteria published in the RFP.
- Proposals will be ranked in order based on the weighted scores; and
- Contract negotiations will begin with the top ranked firm.
- Should negotiations with the highest ranked firm fail to yield a contract, negotiations will formally end and will commence with the next highest ranked firm until an agreement is reached.
- The City may, in its sole discretion, award a Professional Services contract without interviews or negotiations, and based solely on information supplied in the responses.

C. Award of Contracts. Fees for Professional Services should be consistent with and not higher than the recommended practices and fees which may be published by the applicable professional associations and in no event may exceed any maximums provided by law.

Approval of Professional Services contracts for \$50,000 or less may be presented to the City Manager, or his designee, for approval, and contracts for more than \$50,000 must be presented to City Council for approval.

VI. EXHIBITS

1. **Texas Board of Architectural Examiners**
Flowchart for when to engage an Architect or Excepted Engineer for Design and Construction Observation
2. **Texas Board of Engineers**
Flowchart for when a Professional Engineer is required on a Project

PROCUREMENT OF CONSTRUCTION SERVICES

I. PURPOSE

The purpose of this chapter is to describe the *unique* provisions for the procurement of construction services requiring an expenditure of funds over \$50,000. This chapter will cover:

- A. Bid Advertisement
- B. Bid Bonds
- C. Payment Bonds
- D. Performance Bonds
- E. Contractor Safety Records
- F. Prevailing Wage Labor Rates
- G. Liquidated Damages
- H. Change Orders

Additionally, this chapter will cover the options for procurement delivery methods for facilities and civil construction:

- A. Competitive sealed bids
- B. Competitive sealed proposals
- C. Request for Proposal for Construction Manager-at-Risk
- D. Request for Proposal for Construction Manager Agent
- E. Request for Qualifications for Design Build, and
- F. Request for Proposal for Job Order Contracts.

II. DEFINITIONS

- A. Addendum** - A formal written modification or clarification to an invitation to bid or request for proposal. An addendum amending the solicitation may be issued after the solicitation is released but prior to the deadline for receipt of bids/proposals.
- B. Award** - Approval by the City Council, City Manager, or their designee, under whose authority a purchase order or contract is executed.
- C. Bid Advertisement** - A public notice put in a newspaper of general circulation, containing basic information about the solicitation including the time and place the bids/proposals will be opened and acknowledged.
- D. Bonds**
 - 1. **Bid Bond.** A bond required of a contractor that ensures that the general contractor will enter into the contract for which he has submitted a formal written bid/proposal.

2. **Payment Bond.** A bond required that ensures that all suppliers and subcontractors of the contractor will be paid for work and/or material supplied in the course of the contract.
 3. **Performance Bond.** A bond required that guarantees contractor performance during the execution of the contract.
- E. Change Order.** A change order modifies a contract after the performance of the contract has started and can only change the following:
1. plans or specifications; or
 2. quantity of the work to be performed; or
 3. quantity of materials, equipment, or supplies to be furnished.
- A change order is only appropriate to change a project in a manner consistent with the original bid specifications.
- F. Competitive Sealed Bid.** A formal written document that requests bidders to submit a firm price and delivery pursuant to the terms, conditions, specifications, and drawings of the bid documents.
- G. Competitive Sealed Proposal.** A formal written document requesting that potential contractors make an offer (proposal) for construction services to the City. Price is an essential evaluation criterion, but the CSP may stipulate other criteria and their relative importance.
- H. Construction Manager at Risk.** A delivery method by which the City contracts with an architect or engineer for design and construction phase services and contracts separately with a construction manager-at-risk to serve as the general contractor and provide consultation during the design and construction, rehabilitation, or repair of a facility.
- I. Construction Manager Agent.** A delivery method by which the City contracts with a construction manager-agent to provide consultation or administrative services during the design and construction phase and to manage multiple contracts with various trade contractors.
- J. Design Build.** A delivery method by which the City contracts with a single entity to provide both design and construction services for the construction, rehabilitation, alteration, or repair of a facility.
- K. Job Order Contract.** A procurement method used for maintenance, repair, alteration, renovation, remediation, or minor construction of a facility when the work is of a recurring nature, but the delivery times, types, and quantities of work required are indefinite.
- L. Liquidated Damages.** Monetary damages whose amount is designated during the formation of the contract for the City to assess as compensation upon a specific breach of contract, i.e. late performance.

III. POLICY AND PROCEDURES

A. Alternative Procurement Methods

1. **General** - On November 7, 2017, City Council adopted a resolution granting authority to the City Manager and designated employees, at his discretion, to determine which alternative procurement method provides the best value to the City pursuant to TEXAS GOVERNMENT CODE, Chapter 2269 Contracting and Delivery Procedures for Construction Projects, Section 2269.053.
2. **Delegated Authority** - The City Manager delegates to the City Engineer to determine the alternative procurement method that provides best value to the City.

E. Public Advertisement

Departments are responsible for publishing the advertisement in a newspaper of general circulation within the County. The date of the first advertisement must be before the 14th day before the date set to publicly open the bids and read them aloud. Bids must be published at least once each week for two consecutive weeks. The notice to bid must include the following:

1. Description of the work to be performed.
2. Location where the specifications, plans, and bidding forms are available.
3. Time and place for submitting bids.
4. Time and place of bid opening.

F. Bid Security

A bid security is recommended for all public works contracts; however, it is not required by State statute. A bid security accomplishes two things: 1) assurance that the contractor bidding the work will execute the contract documents in accordance with the plans and specifications, and 2) assurance that the contractor bidding is eligible to obtain proper Performance and Payment Bonds.

If a bid security is required in the bid documents, bidders must submit with their bid a bid bond, cashiers' check, or certified check in the amount of five (5%) percent of the maximum amount bid, payable without recourse to the City of Nacogdoches.

The bid security will be retained by the City until the successful bidder has executed the Agreement and furnished all required insurance, bonds, and other required certifications.

The City may retain the bid security of all bidders who may have a reasonable chance of receiving the award. The City may return all bid securities to bidders which are not competitive.

G. Pre-Bid/Pre-Proposal Conference

When necessary, a pre-bid conference is conducted to discuss the project. Bidders are highly encouraged to attend and participate in the conference. The Department provides information about the bidding requirements, purchasing procedures and

technical specifications to ensure that City standards are complied with. The pre-bid conference is typically conducted in the following manner as may be determined to be relevant, helpful, or appropriate by the Department:

1. All attendees sign an attendance roster.
2. Provides a brief introduction of the project title, size, scope, and construction time.
3. Discuss the bid process including bonding and insurance requirements.
4. Establish the deadline for questions and requests for clarification (if not included in the bid documents).
5. If applicable, the consulting Engineer or Architect discusses the project details including a review of the drawings and specifications allowing time for questions and answers.
6. Any other matters determined to be of importance to the Department; and
7. Record the minutes of the meeting.

H. Addenda

All questions about the meaning or intent of the Sealed Competitive Bid or Contract Documents should be directed to the City's Project Manager. The Project Manager may consult with the consulting Engineer or Architect for all technical interpretation or clarifications. The Department will issue any addenda required to modify or clarify the bidding documents to all known interested parties.

Such addenda and letters of clarification may be labeled as official "Addendums" to the contract and if so, shall become part of the executed contract and modify the contract documents accordingly.

No oral or other interpretation or clarifications will be considered official or binding.

I. Qualifications of Bidders

The City may conduct such investigations as deemed necessary and as may be allowed by law to determine the responsibility of prospective bidders.

To determine which bidders are responsible, the City may require prospective bidders to submit one or more of the following:

1. Bidders' financial records.
2. Information relating to whether the bidder has paid or settle all claims for payment promptly.
3. Bidder's previous experience.
4. Description of bidder's present commitments.
5. Where bidder maintains a permanent place of business.
6. Whether bidder has adequate plant and equipment available to complete the work properly and expeditiously.
7. Description of bidder's technical experience related to the project.
8. References for work similar in size and scope to the project being bid.

9. Listing of proposed subcontractors.
10. List of proposed suppliers and materials; and
11. Bidders' safety record.

J. Contract Documents

The bidding and contract documents and their priority from most important to least are as follows:

1. City's Standard Form of Construction Agreement.
2. Addendum to the Agreement, if applicable.
3. General Conditions.
4. Special Conditions.
5. Technical Specifications.
6. Drawings.
7. Instructions to bidders and other notices to bidders or Contractor.
8. Performance Bond, Payment Bond, Bid Bond, and other Bonds as applicable; and
9. Contractor's Bid Proposal.

Where possible, provisions shall be harmonized so as not to be conflict with one another. Only in cases of direct conflict, the resolution of such conflict shall be determined in order of priority of documents listed above.

K. Payment Bond

For all contracts in excess of \$50,000 for the constructing, altering, or repairing a public building or carrying out or completing any public work, before commencing work, the vendor must execute a payment bond in the full amount of the contract, in a form prescribed by the City.

A payment bond is required solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or subcontractor to supply labor or material for the public work project.

L. Performance Bond

For all contracts in excess of \$100,000 for the constructing, altering, or repairing a public building or carrying out or completing any public work, before commencing work, the vendor must execute a performance bond in the full amount of the contract, in a form prescribed by the City.

A performance bonds provided a guarantee of the faithful performance of the work in accordance with the plans, specifications, and contract documents.

M. Award of the Contract

The contract must be awarded to the lowest responsible bidder if the competitive sealed bidding requirement applies to the construction of highways, roads, streets, bridges, utilities, water supply projects, water plants, wastewater plants, water and wastewater distribution or conveyance facilities, wharves, docks, airport runways and

taxiways, drainage projects, or related types of work generally associated with civil engineering. (See LGC 252.043(d-1))

The City reserves the right to reject any and all bids, to waive any and all informalities and irregularities not involving price, time, or changes in the work and to disregard all non-conforming, non-responsive, unbalanced, or conditional bids.

IV. PROCUREMENT DELIVERY METHODS.

A. Facilities Construction

1. **Competitive Bidding** - In either case below, the contract must be awarded at the bid amount submitted by the vendor in their response to the invitation to bid.
 - i. *Lowest Responsible Bidder* – A procurement method whereby the award of the contract is made to the vendor who offers the lowest bid which meets all the specifications, requirements, terms, and conditions of the Invitation to Bid.
 - ii. *Best Value* – If the sealed competitive bidding requirement applies to the contract, the contract may be awarded to the lowest, responsible bidder OR to the bidder providing the best value for the City. The best value criteria must be expressly provided for in the invitation to bid.
2. **Alternative Procurement Methods**
 - i. **Request for Proposal** – A procurement process requesting proposals, ranking proposals, negotiating the contract, and then executing the contract with a general contractor.
 - a. *Competitive Sealed Proposal* - A vendor is selected, and a contract awarded based on weighted criteria in the RFP. Proposals are evaluated, ranked and negotiations may occur with the top ranked contractor. Scope or time modifications may be negotiated, and any price change associated with the modification.
 - b. *Construction Manager at Risk* – The City may select a Construction Manager at Risk utilizing a one-step process or a two-step process. Historically, the City has utilized the one-step process which allows us to consider both qualifications and pricing in the request for proposal. Under this method, the CMAR is responsible for contracting directly with the trade contractors and subcontractors.
 - c. *Job Order Contracting* – This procurement method is available for use only when the work called for in the contract is of a recurring nature for maintenance, repair, alteration, renovation, remediation, or minor construction of a facility.
3. **Request for Qualification** – A procurement method whereby the selection of the contractor must be made on the same professional services procurement rules provided for in the Professional Services Procurement Act.

- i. *Construction Manager Agent* – Utilizing this method, the City would be responsible for contracting directly with trade contractors and subcontractors. The City may retain a construction manager-agent for assistance in the construction, rehabilitation, alteration, or repair of a facility only as provided by this subchapter.
- ii. *Design Build* – The design build solicitation is always a two-step process: the first step is evaluating the statements of qualifications and step two is contract negotiations with the top ranked firm. Under this type of construction contract procurement, the City must award a single contract to a firm who both designs and constructs the facility.

B. Civil Construction

Civil engineering construction includes highways, roads, streets, bridges, utilities, water supply projects, water plants, wastewater plants, water and wastewater distribution or conveyance facilities, wharves, docks, airport runways and taxiways, drainage projects or other related types of projects.

1. Competitive Bidding

- i. *Lowest Responsible Bidder* – A procurement method whereby the award of the contract is made to the vendor who offers the lowest bid which meets all the specifications, requirements, terms, and conditions of the Invitation to Bid.
- ii. **Request for Proposal**
 - i. *Competitive Sealed Proposal* – This procurement method may be used for contracts with a value of \$1.5 million or less pursuant to Local Government Code 252. A vendor is selected, and a contract awarded based on weighted criteria in the RFP. Proposals are evaluated, ranked and negotiations may occur with the top ranked contractor. Scope or time modifications may be negotiated, and any price change associated with the modification.

V. EXHIBITS

A. The Basic Procurement Process Flowchart

PROCUREMENT WITH FUNDS RECEIVED UNDER FEDERAL & STATE GRANTS

I. PURPOSE

This chapter applies to all City purchases made in whole or part with money received from federal or state grant programs. This includes grant funds that the City may receive directly as well as indirectly. An example of receiving indirect federal grant money is when federal transportation funding is disbursed to the City via the Texas Department of Transportation.

II. POLICY AND PROCEDURES

A. General

Each procurement funded with grant money must comply with the terms of the specific grant involved as well as other applicable chapters in this Manual. The Department applying for and using grant money is responsible for complying with the unique grant terms and with coordinating same with the Finance Department.

In cases where conflicts between the term of the grant and this chapter, or the any chapter in the Procurement Policy cannot be harmonized, the more stringent requirement shall apply.

B. Federal Grant Requirements

The most common requirements that must be met to receive funds from federal grant programs are:

1. SAM.gov Exclusion Record Check
2. Buy America Preference
3. Section 3 Preference
4. Davis-Bacon and Related Acts
5. Nondiscrimination and Equal Opportunity requirements (fair housing, Civil Rights Act, Americans with Disabilities Act)
6. Hiring of military personnel

This list is not exhaustive and not all the requirements may apply to a particular grant; therefore, the recipient Department is responsible for doing all necessary research and ensuring compliance.

The following should be consulted as a starting point in determining what requirements may apply to a particular grant: Procurement standards: 2 CFR 200.317-326 Effective Date: 2 CFR 200.110 will be followed.

C. System for Award Management (SAM) check

The System for Award Management (SAM) provides a single comprehensive list of individuals and firms excluded by Federal government agencies from receiving federal contracts or federally approved subcontracts and from certain types of federal financial and non-financial assistance and benefits.

The recipient department must do a check on all prospective participants and may not contract with any entity or individual that has been found guilty of unfair business practices and subsequently “debarred” or suspended per the SAM check. This check must be done prior to the purchase of any federal funding acquisition regardless of the purchasing method: contract, purchase order, accounts payable, procurement card, etc.

D. Conflict of Interest for Federal Grants

Pursuant to 24 C.F.R. 85.36, no employee, officer, or agent of the grantee (City) or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: 1) the employee, officer, or agent; 2) any member of his immediate family; 3) his or her partner, or 4) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. Upon written request by the City and pursuant to the conditions provided in the 24 C.F.R. 570.611, HUD may grant exceptions to the conflict-of-interest provisions on a case -by - case basis.

III. REFERENCE MATERIALS

<https://www.sam.gov/portal/SAM/>

- Search Records (you do not need to create an account)

INTERLOCAL COOPERATIVE PURCHASING

I. PURPOSE

The City participates in various local, state, and national purchasing cooperatives. The City must enter into Interlocal Agreement with these Cooperatives. Purchases made pursuant to these Interlocal Agreements and these policies satisfy the City requirement(s) to solicit competitive bids or proposals.

II. DEFINITIONS

- A. **Cooperative** - Purchasing Cooperative means the “organization” created that makes approved contracts available for the City’s use. Membership is typically required. The Cooperative is responsible for competitively soliciting the goods or services in lieu of the City doing so.
- B. **Cooperative Purchasing Program** - Cooperative Purchasing Program means the contracts (one or more) that are available through the specific Cooperative.
- C. **Federal Supply Program** - The Federal Supply Program is managed by the General Services Administration, a Department within the United States Federal Government, responsible for contracting and supplying for federal agencies. The City is able to utilize select contracts under the Federal Supply Program without an Interlocal Agreement and without having to solicit bids or proposals.
- D. **Interlocal Agreement** - An interlocal agreement is a formal written contract between local governments and/or between the City and local government organizations (cooperatives) to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, supplies, and services.

III. POLICY AND PROCEDURES

A. Interlocal Agreements.

The City Council must approve the interlocal agreement authorizing the City’s use of the contracts available through the Cooperative Program.

1. *Cooperation with other local governments.* Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, local governments may contract directly with other local governments to increase their efficiency and effectiveness. Examples of some interlocal agreements the City has:
 - i. City of Fort Worth (for P-Card Program Services)
 - ii. Tarrant County
2. *Cooperative Purchasing Programs.* Local Government Code, Chapter 271, Subchapter F allows the City to participate in cooperative purchasing programs with

another local government or a local government organization. Example of some interlocal agreements the City has:

- i. State of Texas Cooperative Purchasing Program
 - ii. Houston Galveston Area Council of Governments
 - iii. BuyBoard
 - iv. TIPS/TAPS (region VIII Education Service Center)
3. *Cooperative Purchasing through Federal Supply Programs.* Local Government Code 271, Subchapter G allows the City to purchase goods or services available under Federal supply schedules to the extent permitted by federal law. Schedule 70, which includes a variety of Information Technology products, software and services and Schedule 84, which includes facility management systems, firefighting and rescue equipment, law enforcement and security equipment, marine craft and related equipment and any other contracts marked with a COOP advantage icon are available for City use. Example of the Federal Supply Program:
- i. United States General Services Administration (GSA)

B. Expenditure of Funds.

City Council must expressly authorize the expenditure of funds over \$50,000 made through any contract available through an approved Interlocal Agreement.

C. Best Value.

City departments are encouraged to research goods and services available through approved Cooperative(s) websites to determine if the needed goods or services are available and one or more Cooperative programs. If available on more than one cooperative, the Department should compare prices among the Cooperatives and local vendors to obtain the best value.

D. Contracts and Purchase Orders.

Depending on the nature and value of the purchase, a contract may be required to satisfy other City purchasing and contracting policies and procedures. Finance either submits approved purchase orders to the applicable cooperative or directly to the vendors that have contracts with the specific cooperative.

IV. REFERENCE MATERIALS

GSA IT Schedule 70 for IT Products | GSA Schedule 70 | GSA IT Contract (gsascheduleservices.com)
GSA Schedule 84 - GSA Schedule Contract Services (gsascheduleservices.com)

PROCUREMENT of INFORMATION TECHNOLOGY PRODUCTS and SERVICES

I. PURPOSE

The effective use of information technology is one of the key strategies in improving organizational productivity, customer service and public access to City information. The purpose for this chapter to ensure that all purchases of automated information system related goods or services accomplish these goals:

- Standardize the type and quality of equipment in the City's inventory
- Help ensure that interoperability between systems is maintained
- Help ensure that purchases are made with a minimum of delay and confusion
- Facilitate tracking of requests and help expedite the purchasing process
- Assist IT in maintaining accurate inventories for insurance, licensing, and other purposes; and
- Contribute to the most effective use of City resources

II. DEFINITIONS

A. Information Technology (IT) - IT is an assembly of computer hardware, software, firmware, or any combination of these, configured to accomplish specific information-handling operations, such as communication, computation, dissemination, processing, and storage of information.

III. POLICY AND PROCEDURES

All requests for computer equipment, software, automated telecommunications, and related services or supplies must be submitted to the Information Technology (IT) Systems Department for review and technical evaluation. The IT Department will review each request for compatibility considerations; cost effectiveness of the request; any additional recurring or ongoing costs related to the purchase; availability of adequate implementation, maintenance, and support resources; training requirements; and if any alternatives that would effectively meet the users' needs. **No purchases for computer related equipment or supplies are allowed without IT Manager approval.**

IV. BEST VALUE PURCHASES OF IT

Products or services that are associated with automation information systems or telecommunication systems may be purchased through the Texas Department of Information Resources (DIR) or other approved Purchasing Cooperative Programs.

Purchases made through approved Purchasing Cooperative programs satisfy the City's competitive bidding requirements.

However, the City is responsible for determining "best value" when making these procurement decisions. The purchase must be in the City's best interest and based on best value criteria such as:

- installation costs and hardware costs
- the overall life cycle cost of the requested equipment
- the estimated cost of employee training and estimated increase in employee productivity estimated software and maintenance costs
- compliance with applicable standards and compatibility; and
- other criteria determined to be in the City's best interest

When possible, at least three (3) vendors should be invited to quote or bid on automated information system purchases greater than \$3,000. Selected vendors should be provided with specifications. This may be done via mail, email or in person. Regardless, the method should be consistent and well documented. Information technology purchases greater than \$50,000 shall be made through a formal Request for Proposal process. Exceptions include those items purchased through purchasing cooperative(s) that have already met competitive bidding requirements. Purchases made through the General Services Administration (GSA) Schedule 70 and Texas Multiple Award Services (TXMAS), or other approved Purchasing Cooperative programs satisfy the City's competitive bidding requirements and may be subject to the procedures described in this section as determined by the City Manager, Director over IT, and IT Manager (or their designees).

INSPECTING and RECEIVING GOODS and SERVICES

I. PURPOSE

The purpose of this chapter is to cover shipping terms and procedures for the proper inspection of all goods and services and record them as having been received.

II. POLICY

It shall be the responsibility of the using department to inspect all equipment, supplies, services performed, and to initiate the payment process.

III. PROCEDURES

A. Inspection

All deliveries should be inspected promptly and in the presence of the supplier or shipper, whenever possible. The individual inspecting the merchandise or service performed should pay particular attention whether the goods or services received match the quantities and specifications in the City's Purchase Order (PO).

All goods not received properly or not in compliance with the contract should be documented. The receiving department is responsible for notifying the Contractor so corrective action can be implemented.

B. Damage

When an item is defective, damaged, or does not meet specifications, the vendor shall be notified by the receiving department to arrange return of the merchandise. Types of damage:

1. *Visible damage* – if the goods are visibly damaged, receiving personnel should instruct the freight line driver to:
 - i. Note the damage on the freight bill; and
 - ii. Sign the freight bill.
2. *Concealed damage* – If there has been concealed damage, save the shipping cartons. Notify the freight line and request an "inspection report of concealed damage." Any shipping documentation or freight bill should note the damage.
3. *Packing materials* – all boxes and packing materials should be kept in the event of visible or concealed damage freight shipments.

C. Returns

To avoid possible restocking fees, returns should only be made after determining that a claim has been filed and that authorization has been given by the vendor to return the goods.

D. Receiving

Verify that the merchandise received meets the specifications defined on the PO or contract. All relevant documentation should be retained by the Department. The employee receiving the materials must verify that all items were shipped as stated on the delivery ticket and verified by the City's Purchase Order. Upon satisfactory receipt of goods or services, the Department must sign the invoice acknowledging receipt and authorizing the Finance Department to pay for the goods or services.

E. Shipping Terms

Purchase Order (PO) terms regarding transportation charges and transfer of title generally fall into the following categories:

1. *Free on Board (F.O.B.) Destination* – the supplier maintains responsibility (title) until the merchandise reaches its destination as noted on the PO. The cost of shipping and the risk of loss are borne by the supplier. ***This is the preferred method to reduce risk and liability for the City of Nacogdoches.***
2. *F.O.B. Destination Freight Collect* - title passes at destination and the City pays the freight.
3. *F.O.B. Destination Freight Collect and Allowed* – title passes at destination and the City pays the freight and deducts it from the supplier's invoice.
4. *F.O.B. Destination, Freight Prepaid* – title passes at destination and the supplier pays the freight.
5. *F.O.B. Origin* – the responsibility/title is transferred from the supplier to the City at the origin of the shipment. The City owns the goods in transit and files any claims. The City has total responsibility. The payment of the freight charges is determined by contract terms. ***This is not a preferred method as it imposed the greatest risk and liability on the City.***
6. *F.O.B. Origin Freight Collect* – title passes at origin and the City pays the freight.
7. *F.O.B. Origin, Freight Prepaid and Added* – title passes at origin and suppliers pays the freight and then collects the charges from the City by adding them to the invoice. ***This shipping term is commonly seen on suppliers' quotes.***
8. *F.O.B. Origin, Freight Prepaid and Charged Back* – title passes at origin; supplier pays the freight and adds it on the supplier's invoice.
9. *Cash on Delivery (COD)* – the City of Nacogdoches does not accept or pay COD charges.

The default delivery for all City of Nacogdoches PO's will be F.O.B. Destination unless the user department specifies otherwise after consultation with the Finance Department. It is not recommended to use any of the F.O.B. Origin terms since it transfers the responsibility of filing claims to the City if the merchandise is damage or stolen during transit.

VENDOR PAYMENTS

I. PURPOSE

The purpose of this chapter is to cover the process for timely payment of vendor invoices following the proper receipt of goods and services.

II. POLICY and PROCEDURE

A. General

Accounts Payable in the Finance Department is responsible for processing all invoices and payments to vendors.

B. Invoices

Unless otherwise specified, all invoices shall be submitted to City of Nacogdoches, Accounts Payable, PO Box 635070, Nacogdoches, TX 75963, and issued as required by the Purchase Order or Agreement. Each invoice must reference the unique Purchase Order number and include the Vendor's complete name and remit to address. If applicable, transportation and delivery charges must be itemized on each invoice. A copy of the bill of lading and the freight waybill must be submitted with the invoice if applicable.

C. Payment Terms

All payments will be processed in accordance with Texas Prompt Payment Act, *Texas Government Code*, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after acceptance of goods or materials delivered, or the day of receipt of a **correct** invoice, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy. This policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Vendor concerning the good delivered, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Vendor and a subcontractor and its suppliers concerning deliveries made, which caused the payment to be late; or (d) the invoice is not mailed to the City in strict accordance with instructions on the Purchase Order or Agreement, or other such contractual agreement.

CAPITAL ASSETS

I. PURPOSE

The purpose of this chapter is to cover the policy and procedure for recording the purchase of capital assets.

II. POLICY and PROCEDURE

A capital asset is real or personal property with a value of \$5,000 or more and useful life over one year or longer. Fixed assets and inventory shall be reasonably safeguarded, properly accounted for, and sufficiently insured. Responsibility of safeguarding the City's assets lies with the Department in whom the fixed asset is assigned. The Finance Department is responsible for recording the assets and maintaining the permanent records of the City's fixed assets including description, cost, department of responsibility, date of acquisition, depreciation and expected useful life.

The user department is responsible for completing the Inventory/Fixed Asset Form (Exhibit A) and promptly turning it into Finance.

III. EXHIBIT

A. Inventory/Fixed Asset Form

DISPOSAL OF SURPLUS PROPERTY

I. PURPOSE

The purpose of this chapter is to establish policy and procedures for the proper disposal of City property. The City is committed to managing surplus property, such as vehicles, used furniture, and equipment, in a manner that is fiscally responsible, reduces harmful environmental impacts, and promotes the City's reduce-reuse-recycle philosophy. This policy explains the process to dispose of City surplus property.

II. DEFINITIONS:

- A. Assets** - Real or personal property with a value of \$5,000 or more and useful life over one year or longer.
- B. Personal property** - Any property that is movable or not attached to the land such as furniture, fixtures, vehicles, equipment, tools, instruments, clothing, or other such items of value.
- C. Real Property** - Real property is land, including the building or improvements on it, or it is natural assets, such as minerals and water.
- D. Salvage** - Personal property, other than items routinely discarded as waste, that because of use, time, accident, or any other cause is so worn, damaged, or obsolete so that it has no value for the purpose for it was originally intended.
- E. Surplus** - Personal property, other than waste or salvage, that is currently not needed for the foreseeable future but still possesses some usefulness for the purpose for which it was intended.

III. POLICY AND PROCEDURES

A. Policy

The City is committed to maximizing the value received upon the disposal of personal property no longer required for City operations ("Surplus Property"). Disposal of Surplus Property is necessary as goods and equipment used for City operations becomes unusable or are replaced due to damage, obsolescence, or the need for upgraded goods and equipment to facilitate efficient City operations. It is the policy of the City to dispose of Surplus Property in a manner that will serve a "public purpose."

All asset dispositions should be routed through the Finance Department for disposal. An asset change of status request form should be provided to the Finance Department by the disposing department; departments requesting surplus assets should send an asset change of status form to Finance with justification for acquiring the new item. If the

requested asset is increasing a departments fleet size the transfer must be approved by the City Manager.

B. Procedures

1. Disposition of Personal Property

Methods of disposition of surplus City property include, but are not limited to the following:

- i. Make available to other City Departments
- ii. Online Auctions
- iii. Public Auctions
- iv. Transfers to other governmental agencies through the Interlocal Agreement process
- v. Advertisements for sealed bids: soliciting bids from sources, known to use or purchase for sale, like items
- vi. Recycling
- vii. Trade-in on new equipment when in the best interest of the City; and
- viii. Donation, taking the following into consideration:
 - a. Pursuant to any applicable statutory provisions.
 - b. If undertaking to sell the property by auction or competitive bid would likely result in no bids or a bid price that is less than the City's expenses required for the bid process.
 - c. The donation serves a public purpose; or
 - d. The organization will provide the City with adequate consideration such as relieving the City of transportation or disposal expenses related to the property.

2. Disposition of Real Property

The City may sell real property owned by the City pursuant to all City Charter, State & Federal Law, and Local Ordinances.

3. Disposition of Abandoned or Unclaimed Property

The disposition of abandoned or unclaimed property shall be made in accordance with Article 18.17 of the Code of Criminal Procedure as it may be amended from time to time.

4. Grant Purchases

The disposal of surplus property purchased with State or Federal funds may have specific grant requirements regarding the disposition. Each department using grant money is responsible for complying with the unique grant terms and with proper disposition within the grant requirements.

IV. REFERENCE MATERIALS

The Texas Constitution prevents the using of public funds for private purposes. TEX. CONST. arts. III, § 52(a) (prohibiting the legislature from authorizing a city to “grant public money or thing of value in aid of, or to any individual, association or corporation”), XI, § 3 (prohibiting a city from making any appropriation or donation to a private corporation or association). A transaction to dispose of personal property does not violate these provisions of the constitution if: (1) it has as its predominant purpose the accomplishment of a public purpose of the city (as opposed to a private purpose); (2) the city places sufficient controls on the transaction to ensure that the public purpose is carried out; and (3) the city receives a return benefit. *See* Tex. Att’y Gen. Op. Nos. GA-0583 (2007) (discussing the lease of a county-owned generator to a radio station), GA-0085 (2003) (discussing the sale of county-owned dirt to a private party), GA-0084 (2003) (discussing a city’s conveyance of personal property and equipment to a volunteer firefighter-EMS association).

V. EXHIBITS

1. Change of Status Form

EXHIBITS

Exhibit A	Local Preference Application and Local Bidder Affidavit
Exhibit B	Transaction and Monthly Limits
Exhibit C	P-Card Acknowledgement
Exhibit D	Approval Thresholds
Exhibit E	Purchase Requisition Summary Form
Exhibit F	Competition Exemption Form
Exhibit G	Contract Routing Form
Exhibit H	Change Order Form
Exhibit I	Texas Board of Architectural Examiners Flowchart
Exhibit J	Texas Board of Engineers Flowchart
Exhibit K	Alternative Procurement Delivery Flowcharts
Exhibit L	Inventory/ Fixed Asset Form
Exhibit M	Change of Status Form

Application for Local Preference Consideration

Section 271.905 & 271.9051 of the Texas Local Government Code
“CONSIDERATION OF LOCATION OF BIDDERS PRINCIPAL PLACE OF BUSINESS”:

If you DO NOT have your principal place of business located within the City of Nacogdoches city limits – STOP – DO NOT fill out this form.

In accordance with Section 271.905 and/or 271.0951 of the Texas Local Government Code, if a local government receives one or more bids from a bidder whose principal place of business is in the local government and whose bid is within three to five percent of the lowest bid price received from a bidder who is not a resident of the local government, the local government may enter into a contract with (a) the lowest bidder or (b) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.

THIS “APPLICATION FOR LOCAL PREFERENCE CONSIDERATION” DOES NOT MEAN THAT THE CITY OF NACOGDOCHES WILL AWARD BIDS/PROPOSALS TO ONLY THOSE BUSINESSES LOCATED WITHIN THE CITY LIMITS. THE CITY COUNCIL OF NACOGDOCHES RESERVES THE RIGHT TO AWARD TO THE LOWEST RESPONSIBLE BIDDER OR TO THE BIDDER WHOSE PRINCIPAL PLACE OF BUSINESS IS IN THE CITY OF NACOGDOCHES.

BIDDERS WHO WISH TO QUALIFY UNDER THE LOCAL PREFERENCES LAW MUST HAVE THEIR PRINCIPAL PLACE OF BUSINESS LOCATED WITHIN THE NACOGDOCHES CITY LIMITS.

If your principal place of business is within the Nacogdoches city limits AND you want to apply for local preference consideration, then you MUST complete this form:

In order to receive consideration, bidders must submit the attached affidavit to:

Finance Department
City of Nacogdoches
P.O. Box 635030
202 East Pilar Street
Nacogdoches, TX 75961

LOCAL BIDDER AFFIDAVIT

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name (sometimes referred to herein as "bidder"): _____

Texas Comptroller of Public Accounts Sales & Use Tax Number: _____

Local Physical Address (must be within the City limits): _____

1. Is the above address the principal place of business for the business named above?
____ Yes ____ No
2. Year your business was established in the City of Nacogdoches: _____
3. Has bidder, in the last twenty-four (24) months, claimed or represented to any other entity seeking or requesting bids or proposals that your principal place of business was in any city or location other than the City of Nacogdoches? ____ Yes ____ No
4. Does your business have more than one office in the State of Texas? ____ Yes ____ No
If yes, identify the office location considered as the point-of sale for the purpose of sales tax calculation: _____
5. How many residents of the City of Nacogdoches are employed at the above business location?
_____.
6. Was the local business required to pay business and/or real property tax for the most recent tax year? ____ Yes ____ No
If yes, did the local business pay any of this tax to the City of Nacogdoches? ____ Yes ____ No
7. Please provide any additional economic development benefits to the City of Nacogdoches.

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. It is further acknowledged that any person, firm, corporation, or entity intentionally submitting false information to the City in an attempt to qualify for eligibility may be prohibited from bidding on projects with the City of Nacogdoches.

Authorized Signature: _____ **Date:** _____

Printed Name and Title: _____

TRANSACTION and MONTHLY LIMITS

Cardholder Class	Per Transaction	Per Month
City Manager, Department Directors, Management and Mayor/Council	<\$2,999.99	\$10,000.00
Supervisory, Division Heads and Supervisors	<\$2,999.99	\$7,500.00
Staff and All other Employees	\$1,500.00	\$5,000.00

Note: Department Heads may set limits for their staff cardholders for any amount up to the transaction limit.

Acknowledgment of Card Receipt and Cardholder's User Agreement

Please read and sign this form.

Employee Name: _____

Department: _____

Card Number: _____

Transaction limits are: Each \$ _____ Monthly \$ _____

Accounts Payable Coordinator: Olga Ortiz (936) 559-2512

You are being entrusted with a City of Nacogdoches Purchasing Card issued by JP Morgan Chase Bank. The card is provided to you to take care of your need to purchase materials for the City. It is not an entitlement nor reflective of title or position. The card may be revoked at any time without your permission. Your signature below indicates that you have read the accompanying Purchasing Card Policy and will comply with the policy and the terms of this user's agreement.

I understand that I will be making financial commitments on behalf of the City and will strive to obtain the best value for the City when making purchases.

1. This purchasing card is issued in my name. **I will not allow any other employee or person to use my assigned card.**
2. I have received and understand the City of Nacogdoches Purchasing Card Policy as well as this cardholder's agreement, and I will comply with both. Failure to do so may be considered misappropriation of funds and may subject me to revocation of card privileges and disciplinary action, up to and including termination of employment.
3. **I will approve each transaction on a weekly basis**, then review, reconcile, and approve the cardholder's expense report through the Internet at the end of the month.
4. I will use the card only for authorized purchases.
5. I understand that should I violate the terms of this Agreement, whether knowingly or by error, and use the card for personal use or gain, that I will reimburse the City per the Reimbursement Procedure detailed in the Purchasing Card Policy.
6. I will obtain a hard copy receipt from the vendor each time the card is used. When ordering by phone or via the Internet, I will request the vendor provide me with a receipt. **Failure to provide receipts will result in disciplinary action ranging from revocation of my purchasing card up to termination.**
7. I am responsible for immediately notifying my immediate supervisor and the Program Administrator if the card is lost or stolen.

8. Upon my resignation/termination or request by my immediate supervisor or the Program Administrator, I will surrender my assigned card to the Program Administrator.
9. As I am solely responsible for all charges on the card, I will reconcile my monthly statement and resolve any billing discrepancies, by either contacting the supplier or JP Morgan Chase Bank, before submitting the report to immediate supervisor for approval.

Training Completed and Card Issued

Employee Signature: _____ **Date:** _____

APPROVAL THRESHOLDS

Limits	Method of Approval	Signature Authority
\$3,000 and Less	P-Card or Invoice	Manager or Director
\$3,000 - \$24,999	Requisition/Purchase Order	Director and Finance
\$25,000 - \$50,000	Requisition/Purchase Order	Director, Finance and Finance Director
Over \$50,000	Requisition/Purchase Order	Director, Finance & City Manager* *City Council must authorize the expenditure of funds

Purchase Requisition Summary Form



City of Nacogdoches, Texas Purchase Requisition

Department _____

Requisition #: _____

Date _____

(Purchasing Department Use only)

Purchase Order #: _____

Ship to Address _____

Item #	Description & Specifications	Fund # Dept # Acct. #	Qty.	Unit of Measure	Budget Amount	
					Each	Extension
1			1	1	\$0.00	\$0.00
2			0		\$0.00	\$0.00
3			0		\$0.00	\$0.00
4			0		\$0.00	\$0.00
5			0		\$0.00	\$0.00
6			0		\$0.00	\$0.00
7			0		\$0.00	\$0.00
8			0		\$0.00	\$0.00
9			0		\$0.00	\$0.00
10			0		\$0.00	\$0.00
					TOTAL:	\$0.00

Intended Use

Requested By _____

Date _____

Finance Approval _____

Date _____

Dept. Head _____

Date _____

Administration Approval _____

Date _____

Approval _____

COMPETITION EXEMPTION FORM

In accordance with the City of Nacogdoches' Procurement Policy, all expenditures exceeding **\$3,000** are subject to **competition**. Consequently, every expenditure for which competition does not occur must have an explanation of the statutory exemption applicable, per state purchasing law (ref: TLGC 252.022). This exemption form must be signed by the department director and submitted along with the purchase order request documentation.

NOTE: Per City Procurement Policy, this exemption must be approved and a purchase order issued before the purchase may be made.

Vendor Name: _____

Description of Goods/Services: _____

Expenditure Amount: _____

Explanation/Justification: _____

Check all applicable blocks.

- _____ public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality;
- _____ to preserve or protect the public health or safety of the municipality's residents;
- _____ for unforeseen damage to public machinery, equipment, or other property;
- _____ for personal, professional, or planning services;
- _____ items that are available from only one source (sole). **Please choose the type of sole source below:**
 - _____ patents, copyrights, secret processes, or natural monopolies;
 - _____ films, manuscripts, or books;
 - _____ gas, water, and other utility services;
 - _____ captive replacement parts or components for equipment;
 - _____ books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials;
 - _____ management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits;
- _____ purchase of rare books, papers, and other library materials for a public library;
- _____ personal property sold by a political subdivision of this state, state agency or entity of the federal government;
- _____ personal property sold under an interlocal contract for cooperative purchasing; Insert Contract # _____
- _____ services performed by blind or severely disabled persons;
- _____ goods purchased by a municipality for subsequent retail sale by the municipality;
- _____ electricity;
- _____ advertising, other than legal notices

By signing this Exemption Form, I hereby assume responsibility and legal implications for any inaccuracies and inconsistencies in the completion and submission of this form. My signature below indicates I have reviewed, interpreted, and understand the appropriate laws, policies and legal ramifications of signing such document and confirm that the exemption noted above is true, accurate, and completed to the best of my knowledge and ability.

Requestor Name (Print): _____ Department: _____

Department Director Approval (Signature): _____

Date: _____

December 2022

CONTRACT ROUTING FORM

Contract No. _____ Project No. _____ Bid No. _____ RFP No. _____

☐ Bid ☐ New Contract ☐ Renewal ☐ Change Order ☐ Amendment ☐ Assignment ☐ Other

NAME OF CONTRACTOR:

CONTRACT DESCRIPTION:

CONTRACT VALUE:

BUDGETARY/FINANCIAL SUMMARY:

GRANT FUNDED: ☐ NO ☐ YES If YES, Grant No. _____
SIGNATURES RECOMMENDING APPROVAL

 CONTRACT MANAGER

 DATE

APPROVED and EXECUTED

 FINANCE DIRECTOR

 DATE

 CITY ATTORNEY

 DATE

 DEPARTMENT DIRECTOR (may execute <\$25,000)

 DATE

 CITY MANAGER (may execute \$25,000-\$50,000)

 DATE

 MAYOR (if applicable)

 DATE

 CITY SECRETARY (if applicable)

 DATE

Contract Manager Use Only

Insurance Certificates:

Performance Bond:

Payment Bond:

Attach Form 1295:

Terrorist Watch List:

For City Secretary Use Only

Council Date:

Item No.

Originals sent to Legal:

For Legal Use Only

Scanned into Laserfiche:

Original sent to Contract Manager:

Change Order Form

CHANGE ORDER NO.	DATE:	Contract No.
P.O.#	PROJECT:	

OWNER: City of Nacogdoches P.O. Box 635030 Nacogdoches, Texas 75963	CONTRACTOR: Ph: Fax:
---	---------------------------------------

PURPOSE OF THIS CHANGE ORDER:
 A.
 B.
 C.

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1						\$0.00
2						
3						
					TOTAL	\$0.00

THE NET AFFECT OF THIS CHANGE ORDER IS	% INCREASE/DECREASE.
--	----------------------

LINE 1 (acct. number)	
LINE 2 (acct. number)	
LINE 3 (acct. number)	
TOTAL CHANGE ORDER	0.00

ORIGINAL CONTRACT AMOUNT				
CHANGE ORDER NO. 1		#DIV/0!	% CHANGE	
CHANGE ORDER NO. 2		#DIV/0!	% CHANGE	
REVISED CONTRACT AMOUNT	\$0.00	#DIV/0!	% TOTAL CHANGE	

ORIGINAL CONTRACT TIME				
Time Extension No. 1		Days		
Revised Contract Time	0	Days		

SUBSTANTIAL COMPLETION DATE	
REVISED SUBSTANTIAL COMPLETION DATE	

APPROVED

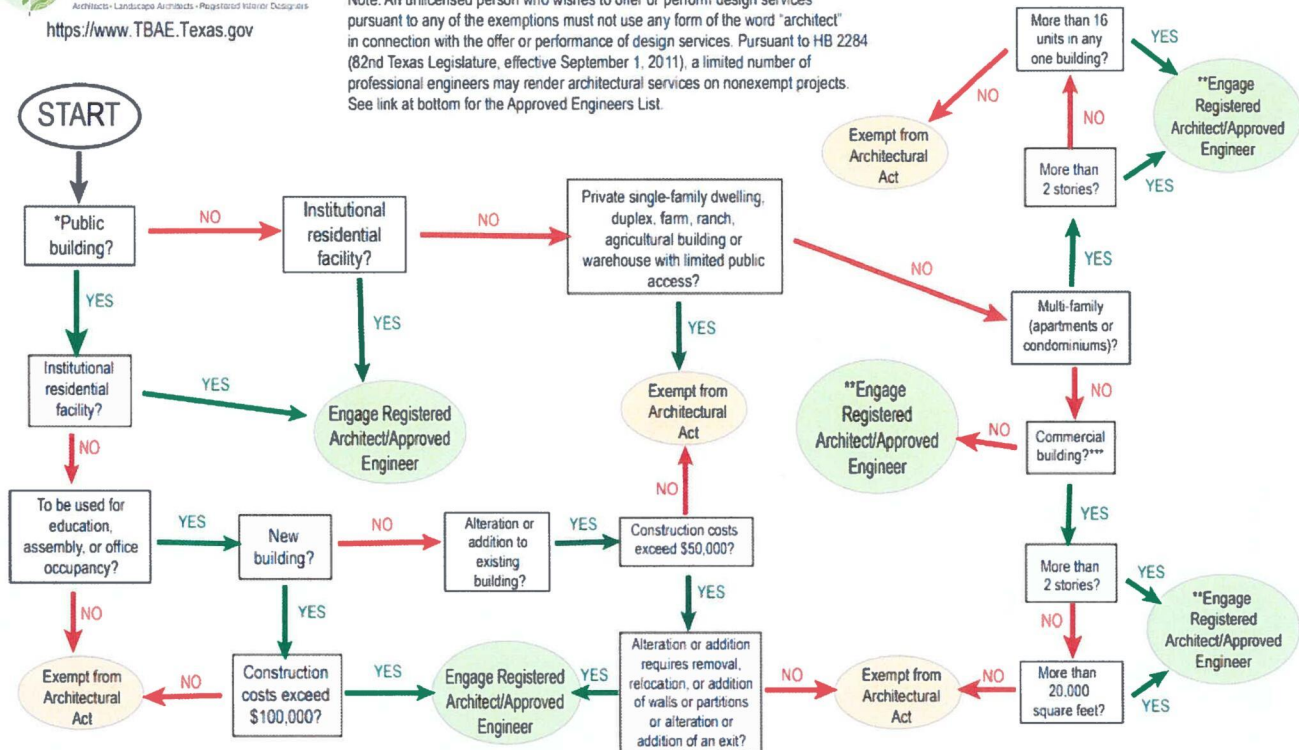
A/E CONTRACTOR (if applicable) Date

Texas Board of Architectural Examiners Flowchart



When to Engage an Architect or Approved Engineer for Design and Construction Observation

Note: An unlicensed person who wishes to offer or perform design services pursuant to any of the exemptions must not use any form of the word "architect" in connection with the offer or performance of design services. Pursuant to HB 2284 (82nd Texas Legislature, effective September 1, 2011), a limited number of professional engineers may render architectural services on nonexempt projects. See link at bottom for the Approved Engineers List.



* "Public Building" means any building that is owned by a State agency, a political subdivision of the State, or any other public entity in Texas.

** If a project involves only the alteration of an existing building and the alteration does not involve a substantial structural or exitway change to the building, the project is exempt from the architectural act.

*** "Commercial building" means an enclosed structure primarily used for the purchase, sale, or exchange of commodities or services.

List of Approved Engineers, pursuant to HB 2284: <https://www.tbae.texas.gov/Content/documents/Home/ApprovedEngineerList.pdf>

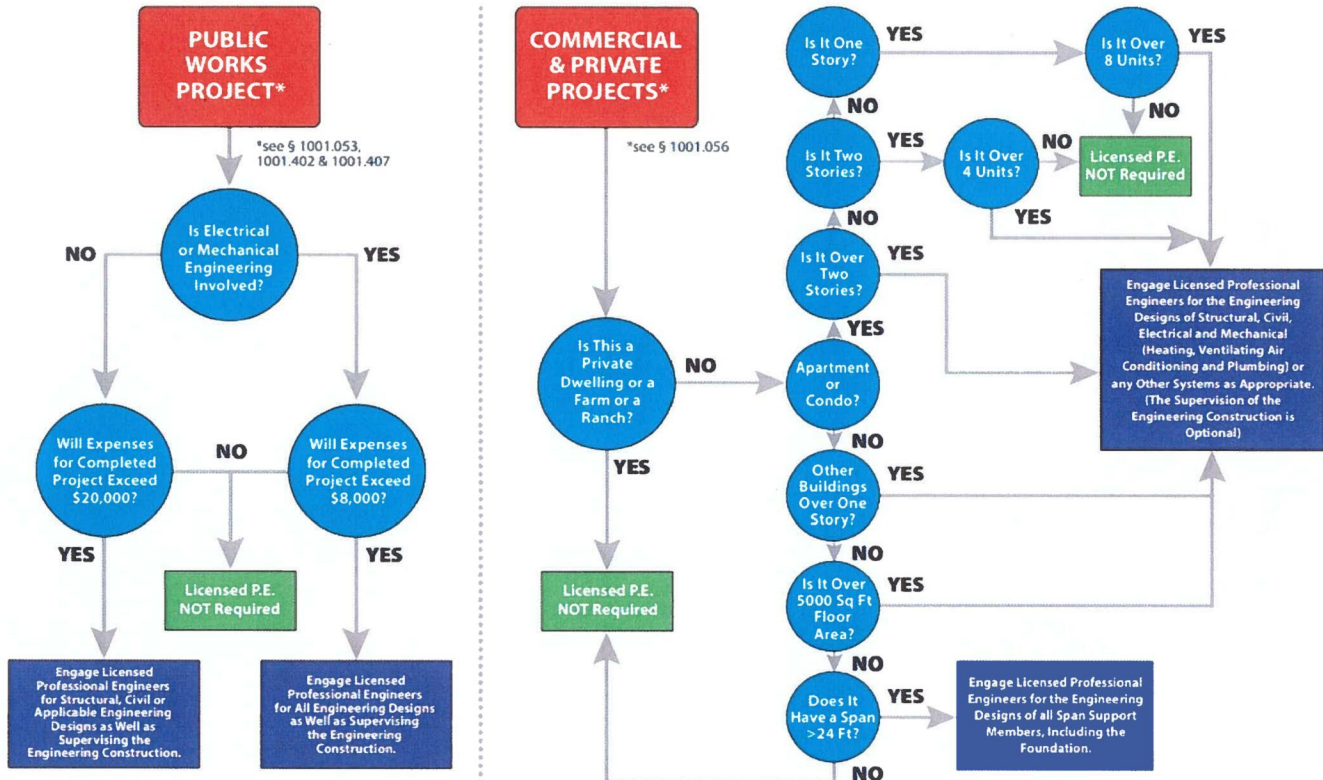
More copies of this flowchart: <https://www.tbae.texas.gov/Content/documents/LawsEnforcement/ArchRequiredFlowChart.pdf>

Verify the registration status of a TBAE registrant: <https://www.tbae.texas.gov/PublicInformation/FindDesignProfessional>

This page revised September, 2018

Texas Board of Professional Engineers Flowchart

When is a Professional Engineer required on a project?

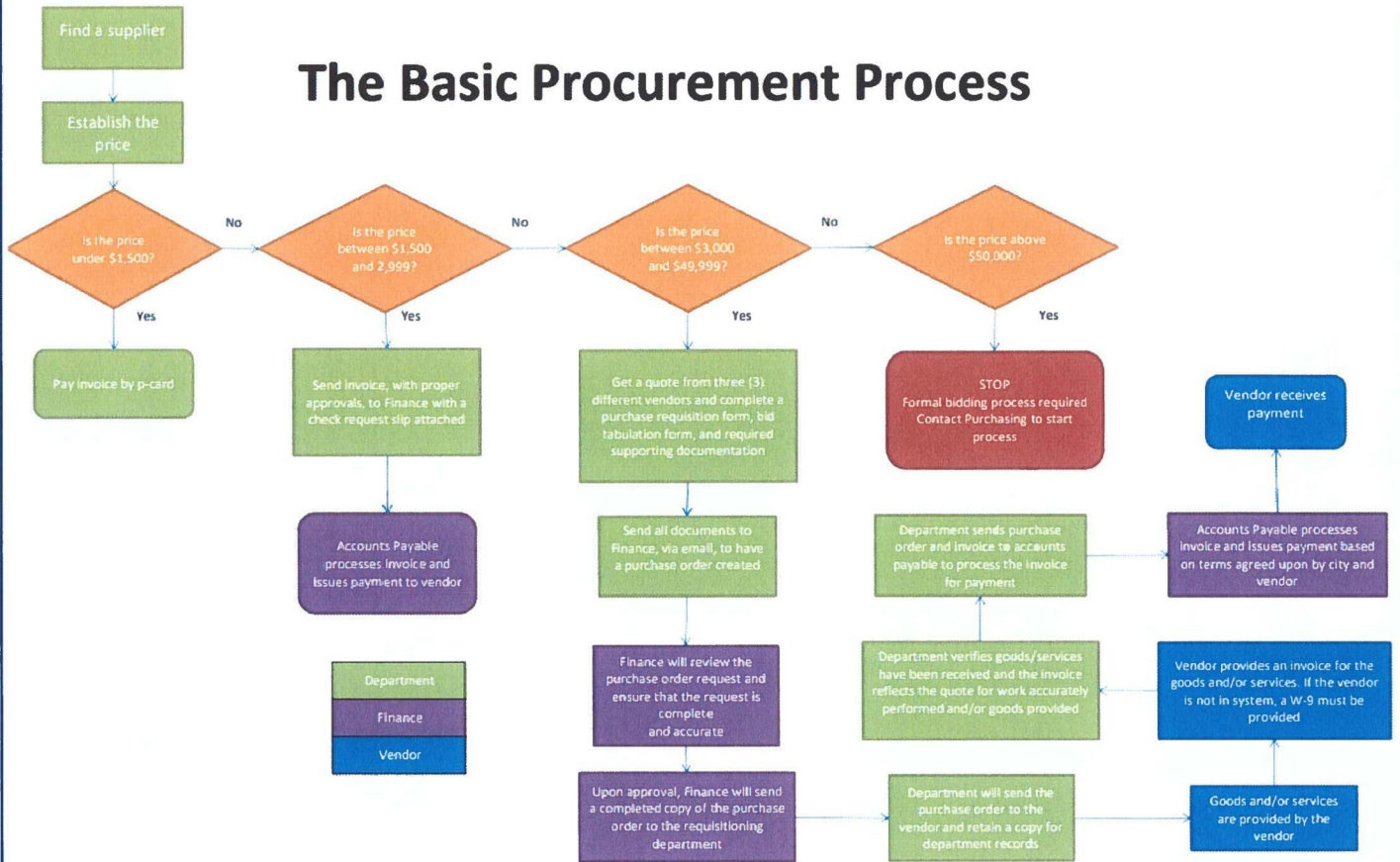


This flowchart is intended for guidance purposes only and the Texas Engineering Practice Act and Rules govern final interpretation. Local codes and ordinances may be more restrictive as long as not in conflict with the Texas Engineering Practice Act and Rules.

Visit <http://engineers.texas.gov/downloads.htm> for a copy of the Texas Engineering Practice Act and Board Rules and download this diagram.

The Basic Procurement Process Flowchart

The Basic Procurement Process



Inventory / Fixed Asset Form

CHANGE OF STATUS FORM ONLY

*This form is submitted if there is a change in an existing fixed asset or if an item is being sold or destroyed.

(Circle one of the following)

Change Transfer Delete

Change: Only items remaining in same department but with a change in serial number, vehicle unit, model number, etc.

Transfer: Only items being transferred from one department to another. The department receiving the item should submit the form.

Delete: Only items being sold or destroyed and no longer exist as city asset.

Asset Description: _____

Serial/Vin Number: _____

Fixed Asset #: _____

Change Requested: _____

Dept. Name and #: _____

Date: _____

If item sold or traded give \$ amount: _____

If item is a transfer request, enter the info below on equipment it is replacing.

Asset Description: _____

Serial/Vin Number: _____

Fixed Asset #: _____

Change Requested: _____

Dept. Name and #: _____

Date: _____

PRESENTER: Case Opperman, Director of Public Works

ITEM/SUBJECT: Consider approval of purchase, installation and startup of Influent Pump #5 replacement at the Wastewater Treatment Plant from Weisinger, Inc., utilizing BuyBoard Cooperative Purchasing Contract #770-25, in the amount of \$106,577.00 (Director of Public Works/City Engineer).

SUMMARY/BACKGROUND: There are seven (7) influent pumps at the Wastewater Treatment Plant that pump raw sewage into the plant for treatment. These pumps rotate one or two at a time based on inflow, but significant rain events can require as many as five or six pumps to keep up with the flow through the plant. Influent pump #5 has failed and has been evaluated and found to be non-repairable.

Staff has procured a quote for this pump replacement, installation and startup from Weisinger, Inc. who has successfully performed work for the City in the past. They are under a BuyBoard cooperative purchasing contract (BuyBoard Contract #770-25) which is exempt from the competitive bidding process under Texas Local Government Code Section 252.022(a)(12)(D). The total cost from Weisinger, Inc. is \$106,577.00.

FINANCIAL:

Item is budgeted:

Account No.: 30.39 680.25

Account Name: *Wastewater Treatment - Equipment & Machinery Capital*

Amount: \$ 106,577.00

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

Infrastructure

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

ATTACHMENTS: 1. Quote

August 12, 2025

City of Nacogdoches
P.O. Box 635030
Nacogdoches, Texas 75963

Attn: Ronnie Lyles
Lyles@nactx.us

Ref: Pump Replacement

Mr. Lyles:

We are pleased to provide the following quotation which is in accordance with our understanding of your requirements.

Scope of Services & Materials

- Provide new 16PO-1A pump assembly, 7,000GPM at 24TDH, 1180 RPM single stage, oil lube, 30" diameter baseplate, Steel fab discharge head, 246" Total Pump Length, SS bolting, Flanged column, 3/8 wall thickness,
- Tnemec coating ID/OD on discharge head, column pipe, bowl assembly & suction bell
- Perform start up and ensure proper operation

Total for Scope of Services outlined above\$95,488.00

ADDER

- Major AC Motor Repair: Dismantle, clean & inspect. Electrically test windings. Rewind, dip and bake stator. Hypot and Surge test stator windings. Mic all mechanical fits. Install new bearings. Install new heater and sight glass. Assemble, test run, paint and complete

Total for ADDER outlined above\$11,089.00

Exclusions and Notes:

No repairs will be made without prior written approval. Estimated lead time 10 – 12 weeks.

Price above good for 30 days from date of proposal

Terms of payment: normal payment terms are net 30 days of invoice.

Thank you for the opportunity to offer you our services as we await your response.

Regards,



A handwritten signature in blue ink, appearing to read "Charlie McCulloch". The signature is fluid and cursive, with the first letter of each word being capitalized and prominent.

Charlie McCulloch
Weisinger Incorporated



BuyBoard Contract # 672-22

PRESENTER: Mike Neu, Executive Director of Development and Infrastructure

ITEM/SUBJECT: Consider an ordinance of the City of Nacogdoches, Texas, closing, vacating, and abandoning a portion of street right-of-way commonly known as Reedy Street; providing findings of fact; providing severability, effective date and open meetings clauses; and providing for related matters. (Executive Director of Development and Infrastructure)

SUMMARY/BACKGROUND: Bright Coop, Inc. (Bright Coop) is requesting the City to abandon, vacate, and quitclaim a portion of Reedy Street beginning from approximately 340 feet south of the intersection of W. Seale Street at Reedy Street and extending 280 feet south along the entirety of Reedy Street. Bright Coop owns all the property east of Reedy Street at this location and seeks to make improvements to the eight (8) parcels abutting the west side of Reedy Street which were rezoned to I-1 Light Industrial on May 20, 2025.

After approval of this ordinance item, Council may consider granting a quitclaim deed of a portion of City-owned property, currently Reedy Street right-of-way, to the adjacent property owner, Bright Coop, Inc. (Bright Coop). A quitclaim deed is used to transfer whatever ownership interest the grantor (the City) possesses at the time of the transfer. Council's consideration of the requested quitclaim is dependent on the successful closure, vacation, and abandonment of the Reedy Street right-of-way section constituting the property identified herein.

Related Actions:

On Dec. 18, 2012, the City approved the abandonment of approximately 198 feet of Reedy Street right-of-way, which extended farther to the south. On May 20, 2025, the eight (8) parcels abutting Reedy Street right-of-way to the west were rezoned by Bright Coop to I-1 Light Industrial.

FINANCIAL:

No financial impact associated with this item.

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

CITY CONTACT: Mike Neu, Executive Director of Development and Infrastructure

ATTACHMENTS: 1. Ordinance Closure of Reedy Street

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF NACOGDOCHES, TEXAS, CLOSING, VACATING, AND ABANDONING A PORTION OF STREET RIGHT-OF-WAY COMMONLY KNOWN AS REEDY STREET; PROVIDING FINDINGS OF FACT; PROVIDING SEVERABILITY, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the portion of the street right-of-way as shown and described in Exhibit A, commonly known as Reedy Street, located south of the intersection of Reedy Street and West Seale Street, Nacogdoches, Texas, has been requested to be closed, vacated, and abandoned by the owner of all the property abutting this right-of way; and

WHEREAS, Section 311.007 of the Texas Transportation Code provides the City of Nacogdoches authority to vacate, abandon, or close right-of-way; and

WHEREAS, within the City of Nacogdoches there is a portion of Reedy Street which has no outlet and is undeveloped and is described in more detail in Exhibit A (hereafter referred to as the "end of the Street");

WHEREAS, the City Council finds that vacating the end of the Street would have no adverse effect on adjacent properties; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Nacogdoches to vacate, abandon, and close the end of the Street.

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

SECTION 1. Findings. The foregoing recitals are hereby found to be true and correct and are incorporated into this Ordinance as findings of fact by the City Council of the City of Nacogdoches, Texas.

SECTION 2. Vacation, Abandonment, and Closure of Right-of-Way. The portion of the street right-of-way commonly known as Reedy Street located south of the intersection of Reedy Street and West Seale Street, Nacogdoches, Texas, as more particularly described in Exhibit A, is hereby permanently closed, vacated, and abandoned by the City and the general public.

SECTION 3. Execution of Documents. The Mayor of the City of Nacogdoches, Texas, is hereby directed to execute all documents required to effectuate the closing, vacating, and abandoning of the end of the Street.

SECTION 4. Effective Date. This Ordinance shall take effect immediately from and after its passage and publication as may be required by governing law.

SECTION 5. Severability. If any word, article, phrase, paragraph, sentence, clause, or provision of this Ordinance shall be held to be invalid or unconstitutional, such holding shall in no way affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end provisions of this Ordinance are declared to be severable.

SECTION 6. Proper Notice & Open Meeting. It is hereby officially found and determined the meeting at which this Ordinance was passed was open to the public as required and public notice of time,

place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

SECTION 7. Official Public Records. The City Secretary is hereby authorized and instructed to file a signed and sealed copy of this Ordinance in and among the records of the City of Nacogdoches.

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

CITY OF NACOGDOCHES

Randy Johnson, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Hadnot, Interim City Secretary

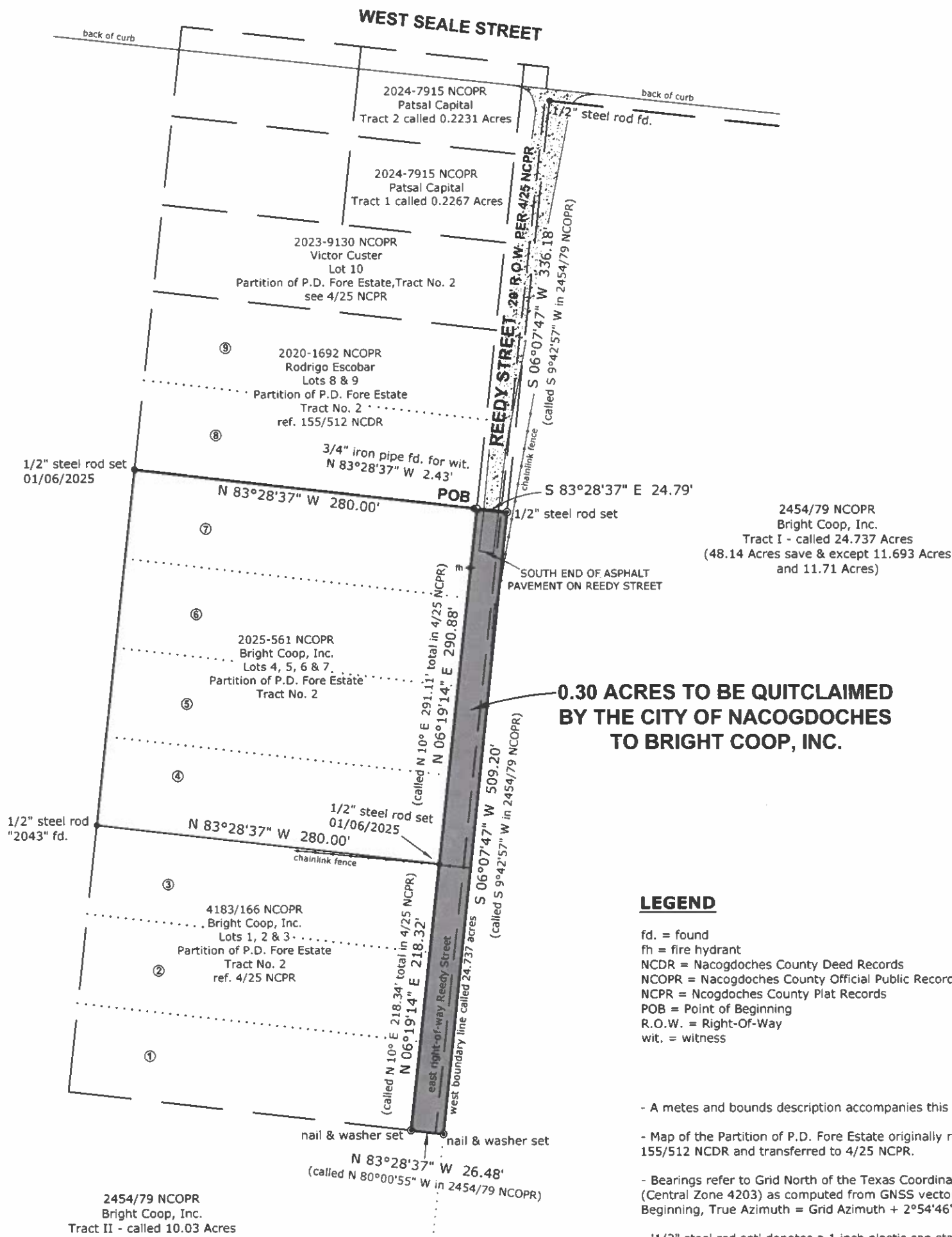
Jerry Baker, City Attorney

APPROVED AS TO CONTENT:

Michael Neu, Executive Director of
Development and Infrastructure

EXHIBIT A

PLAT OF
PROPOSED QUITCLAIM OF 0.30 ACRES
IN
CITY BLOCK 56
OF THE
CITY OF NACOGDOCHES
NACOGDOCHES COUNTY, TEXAS



0.30 ACRES TO BE QUITCLAIMED
BY THE CITY OF NACOGDOCHES
TO BRIGHT COOP, INC.

LEGEND

fd. = found
fh = fire hydrant
NCDR = Nacogdoches County Deed Records
NCOPR = Nacogdoches County Official Public Records
NCPR = Ncogdoches County Plat Records
POB = Point of Beginning
R.O.W. = Right-Of-Way
wit. = witness

- A metes and bounds description accompanies this plat.
- Map of the Partition of P.D. Fore Estate originally recorded in 155/512 NCDR and transferred to 4/25 NCPR.
- Bearings refer to Grid North of the Texas Coordinate System of 1983 (Central Zone 4203) as computed from GNSS vectors; at the Point of Beginning, True Azimuth = Grid Azimuth + 2°54'46".
- '1/2" steel rod set' denotes a 1 inch plastic cap stamped "HOFFPAUIR RPLS 4492" affixed to a 1/2 inch steel rod.
- "nail & washer set" denotes a hardened nail with 1-1/2 inch aluminum washer stamped "HOFFPAUIR RPLS 4492".
- This survey prepared without benefit of title commitment and shows on visible and apparent evidence of easements, surveyor does not warrant ownership.

I, Glenn Hoffpauir, a duly Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat of 0.30 ACRES surveyed for BRIGHT COOP, INC. and the CITY OF NACOGDOCHES accurately depicts the results of a survey made by me on the ground, completed on March 26, 2025.

Witness my hand and seal of registration:



RPLS No. 4492
(originals signed in red ink and embossed; all others null and void)

SURVEYED FOR		
BRIGHT COOP, INC.		
CITY OF NACOGDOCHES		
GLENN HOFFPAUIR SURVEYING, PLLC		
LICENSED FIRM NO. 10194243		
252 CR 817 NACOGDOCHES, TEXAS 75964-2801		
PHONE (936) 560-1227		
REV:	JOB NO:	DRAWN BY:
	41921	gh
DATE:	SHEET NO:	SCALE:
03/26/2025	1 OF 1	1" = 100'

Glenn Hoffpauir Surveying, PLLC
Licensed Firm No. 10194243
252 CR 817
Nacogdoches, Texas 75964-2801

Registered Professional Land Surveyor
Texas Registration No. 4492
email: glenn@ghspllc.com
(936) 560-1227 office (936) 569-3799 mobile

Bright Coop, Inc.
City of Nacogdoches
Project 41921

0.30 Acre Quitclaim
City Block 56
Nacogdoches, Texas

All that certain 0.30 acre parcel of land situated in **CITY BLOCK 56** of the City of Nacogdoches, Nacogdoches County, Texas, including

- part of the street labeled "Street 20 feet wide" (now called Reedy Street) on **TRACT NO. 2 of the MAP OF THE PARTITION of P.D. FORE ESTATE** originally recorded in Volume 155, Page 512 of the Nacogdoches County Deed Records (NCDR) and transferred to Volume 4, Page 25 of the Nacogdoches County Plat Records (NCPR), and
- part of the land lying east of the above-mentioned street labeled "Street 20 feet wide" and west of a called 24.737 acre tract (48.14 acres save and except 11.693 acres and 11.71 acres) designated "Tract I" and conveyed by Jack Little and wife, Melba Little to Bright Coop, Inc. as described in Warranty Deed dated June 9, 2006, recorded in Volume 2454, Page 79 of the Nacogdoches County Official Public Records (NCOPR),

said 0.30 acres being more particularly described by metes and bounds as follows, according to a survey made by Glenn Hoffpauir, Registered Professional Land Surveyor, completed on March 26, 2025:

§§§

Note that in the following description,

- **bearings** refer to Grid North of the Texas Coordinate System of 1983 (Central Zone 4203) as computed from GNSS vectors; at the Point of Beginning, True Azimuth = Grid Azimuth + 2°54'46", and
- **"1/2 in. steel rod set"** denotes a 1 inch plastic cap stamped "HOFFPAUIR RPLS 4492" affixed to a 1/2 inch steel rod.
- **"nail and washer set"** denotes a hardened nail with 1-1/2 inch aluminum washer stamped "HOFFPAUIR RPLS 4492".
- **A plat dated March 26, 2025** accompanies this description.

§§§

BEGINNING at a point for corner in the west right-of-way line of the 20 foot wide street (now called Reedy Street) at the northeast corner of a 1.87 acre parcel including Lots 4 through 7 of Tract No. 2 of the Partition of the P.D. Fore Estate, conveyed by Robert Paul Hawk and Debra Ann Hawk to Bright Coop, Inc. as described in General Warranty Deed dated January 17, 2025, recorded in Clerk's Document No. 2025-561 NCOPR, and at the southeast corner of a parcel including Lots 8 and 9 of Tract No. 2 of the Partition of the P.D. Fore Estate, conveyed by Michael Shane Bridwell to Rodrigo Escobar as described in Warranty Deed dated March 12, 2020, recorded in Clerk's Document 2020-1692 NCOPR, from said beginning corner a $\frac{3}{4}$ in. iron pipe found for witness bears N 83°28'37" W, 2.43 feet and a $\frac{1}{2}$ in. iron rod set for corner on January 6, 2025 at the northwest corner of the 1.87 acre parcel and the southwest corner of the Escobar parcel bears N 83°28'37" W, 280.00 feet;

THENCE S 83°28'37" E, 24.79 feet with the projected north boundary line of the 1.87 acre parcel and the projected south boundary line of the Escobar parcel to a $\frac{1}{2}$ in. steel rod set for corner in the west boundary line of the called 24.737 acre tract from which a $\frac{1}{2}$ in. steel rod found for corner in asphalt pavement on Reedy Street at the northwest corner of the called 24.737 acre tract bears N 06°07'47" E, 336.18 feet;

THENCE S 06°07'47" W, 509.20 feet (called S 9°42'57" W in 2454/79 NCOPR) with the west boundary line of the called 24.737 acre tract to a nail and washer set for corner in asphalt pavement at an angle corner in the west boundary line of the called 24.737 acre tract and the northeast corner of a called 10.03 acre tract designated "Tract II" and conveyed by Jack Little and wife, Melba Little to Bright Coop, Inc. as described in 2454/79 NCOPR;

THENCE N 83°28'37" W, 26.48 feet (called N 80°00'55" W in 2454/79 NCOPR) with the north boundary line of the called 10.03 acre tract and with the south boundary line of the aforementioned 20 wide street to a nail and washer set for corner in asphalt pavement at the southwest corner of the 20 foot wide street and the southeast corner of a parcel including Lots 1 through 3 of Tract No. 2 of the Partition of P.D. Fore Estate, conveyed by Robert Paul Hawk and wife, Debra Ann Hawk to Bright Coop, Inc. as described in Warranty Deed dated December 15, 2012, recorded in 4183/166 NCOPR;

THENCE N 06°19'14" E with the west boundary line of the 20 foot wide street and the east boundary line of the parcel including Lots 1 through 3 of Tract No. 2 of the Partition of P.D. Fore Estate, at 218.32 feet pass a $\frac{1}{2}$ in. steel rod set for corner on January 6, 2025 at the northeast corner of the parcel including Lots 1 through 3 of Tract No. 2 of the Partition of P.D. Fore Estate and the southeast corner of the 1.87 acre parcel, from this steel rod a $\frac{1}{2}$ in. steel rod set for corner on January 6, 2025 at the northwest corner of the parcel including Lots 1 through 3 of Tract No. 2 of the Partition of P.D. Fore Estate and the southwest corner of the 1.87 acre parcel bears N 83°28'37" W, 280.00 feet, and continuing with the west boundary line of the 20 foot wide street and the east boundary line of the 1.87 acre parcel, in all, **N 06°19'14" E, 509.20 feet** (called N 10° E in 4/25 NCPR) to the **Point of Beginning**, containing within these calls **0.30 acres**.

I, Glenn Hoffpauir, a duly Registered Professional Land Surveyor in the State of Texas, do hereby certify that this description of **0.30 acres** surveyed for **Bright Coop, Inc.** and the **City of Nacogdoches** is true and correct, and prepared from a survey made on the ground, completed the 26th day of March, 2025.

Witness my hand and seal of registration:



Glenn Hoffpauir

RPLS No. 4492

(originals signed in red ink and embossed; all others null and void)

PRESENTER: Mike Neu, Executive Director of Development and Infrastructure

ITEM/SUBJECT: Consider approval of a quitclaim deed of property, approximately 0.30 acres $\pm$ in size, and situated in City Block 56 of the City of Nacogdoches, Nacogdoches County, Texas, from the City of Nacogdoches to Bright Coop, Inc.; and providing for related matters. (Executive Director of Development and Infrastructure)

SUMMARY/BACKGROUND: Bright Coop, Inc. (Bright Coop) is requesting the City to abandon, vacate, and quitclaim a portion of Reedy Street beginning from approximately 340 feet south of the intersection of W. Seale Street at Reedy Street and extending 280 feet south along the entirety of Reedy Street. Bright Coop owns all the property east of Reedy Street at this location and seeks to make improvements to the eight (8) parcels abutting the west side of Reedy Street which were rezoned to I-1 Light Industrial on May 20, 2025.

This item proposes Council consideration of a quitclaim deed of a portion of City-owned property, formerly Reedy Street right-of-way, to the adjacent property owner, Bright Coop, Inc. (Bright Coop). A quitclaim deed is used to transfer whatever ownership interest the grantor (the City) possesses at the time of the transfer. Council's consideration of the requested quitclaim is dependent on the successful closure, vacation, and abandonment of the Reedy Street right-of-way section constituting the property identified herein.

Related Actions:

On Dec. 18, 2012, the City approved the abandonment of approximately 198 feet of Reedy Street right-of-way, which extended farther to the south. On May 20, 2025, the eight (8) parcels abutting Reedy Street right-of-way to the west were rezoned by Bright Coop to I-1 Light Industrial.

FINANCIAL:

No financial impact associated with this item.

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

CITY CONTACT: Mike Neu, Executive Director of Development and Infrastructure

ATTACHMENTS: 1. Quitclaim Reedy Street

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.

QUITCLAIM

Date: _____, 2025

Grantor: City of Nacogdoches, a Texas municipal corporation

Grantor’s Address: 202 E. Pilar Street
Nacogdoches, Texas, 75961

Grantee: Bright Coop, Inc.

Grantee’s Address: 803 W. Seale Street
Nacogdoches, Texas 75964

Consideration: Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements): All that certain 0.30 acre parcel of land situated in **CITY BLOCK 56** of the City of Nacogdoches, Nacogdoches County, Texas, including:

- part of the street labeled “Street 20 feet wide” (now called Reedy Street) on **TRACT NO. 2 of the MAP of the PARTITION of P.D. FORE ESTATE** originally recorded in Volume 155, Page 512 of the Nacogdoches County Deed Records (NCDR) and transferred to Volume 4, Page 25 of the Nacogdoches County Plat Records (NCPR);
- part of the land lying east of the above-mentioned street labeled “Street 20 feet wide” and west of a called 24.737 acre tract (48.14 acres save and except 11.693 acres and 11.71 acres) designated “Tract I” and conveyed by Jack Little and wife, Melba Little to Bright Coop, Inc. as described in Warranty Deed dated June 9, 2006, recorded in Volume 2454, Page 79 of the Nacogdoches County Official Public Records (NCOPR);

and more particularly described in **EXHIBIT A**, attached hereto and incorporated herein for all purposes.

For the Consideration, Grantor quitclaims to Grantee all of Grantor’s right, title, and interest in and to the Property, to have and to hold it to Grantee and Grantee’s heirs, successors, and assigns forever. Neither Grantor nor Grantor’s heirs, successors, or assigns will have, claim, or demand any right or title to the Property or any part of it.

When the context requires, singular nouns and pronouns include the plural.

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

GRANTOR:

CITY OF NACOGDOCHES,
a Texas municipal corporation

By: _____
Richard Beverlin, III, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF NACOGDOCHES §

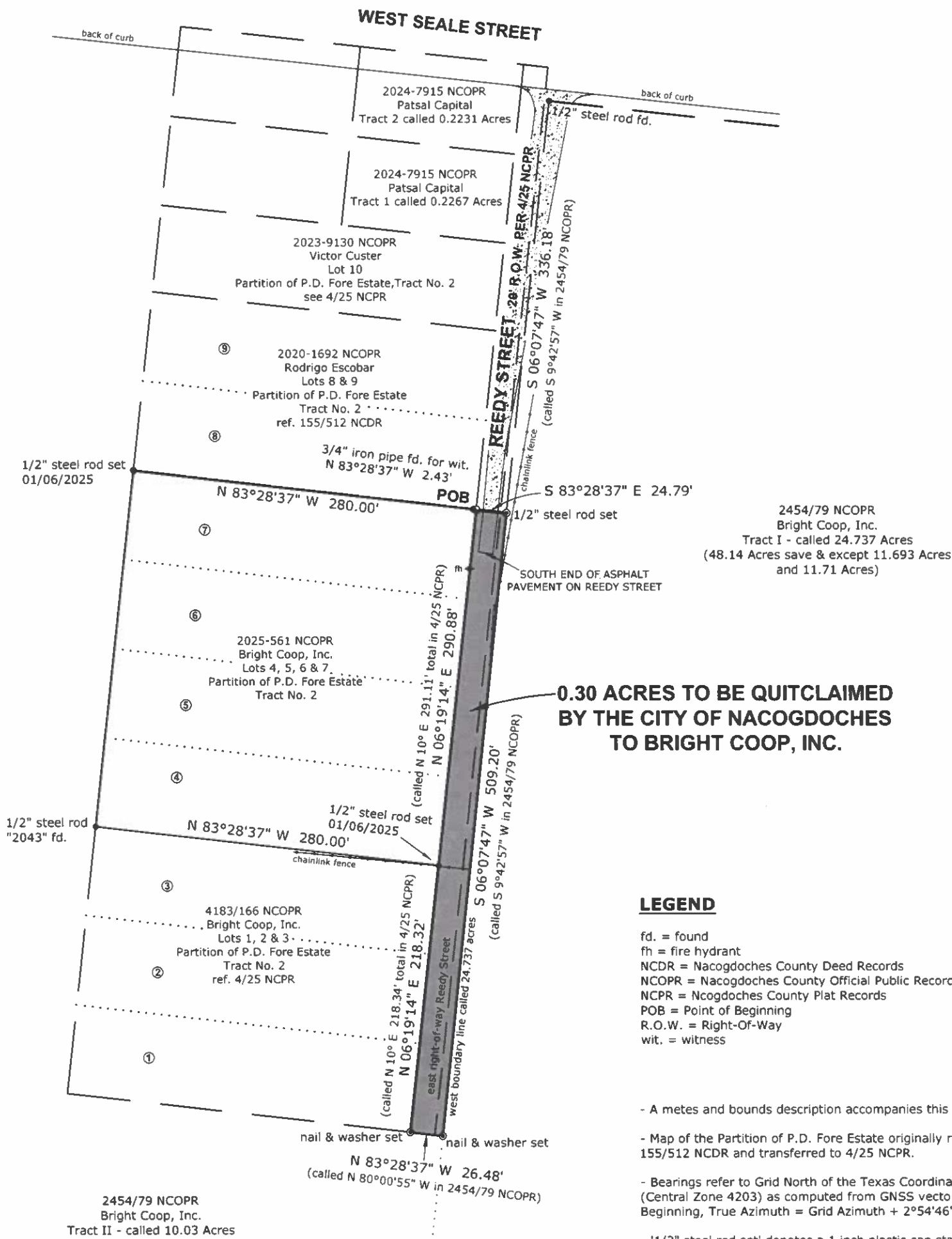
This instrument was acknowledged before me by Richard Beverlin, III, in his capacity as City Manager of the City of Nacogdoches, a Texas municipal corporation, and on behalf of same.

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

Notary Public in and for the State of Texas

EXHIBIT A

PLAT OF
PROPOSED QUITCLAIM OF 0.30 ACRES
IN
CITY BLOCK 56
OF THE
CITY OF NACOGDOCHES
NACOGDOCHES COUNTY, TEXAS



0.30 ACRES TO BE QUITCLAIMED
BY THE CITY OF NACOGDOCHES
TO BRIGHT COOP, INC.

LEGEND

- fd. = found
fh = fire hydrant
NCDR = Nacogdoches County Deed Records
NCOPR = Nacogdoches County Official Public Records
NCPR = Ncogdoches County Plat Records
POB = Point of Beginning
R.O.W. = Right-Of-Way
wit. = witness

- A metes and bounds description accompanies this plat.
- Map of the Partition of P.D. Fore Estate originally recorded in 155/512 NCDR and transferred to 4/25 NCPR.
- Bearings refer to Grid North of the Texas Coordinate System of 1983 (Central Zone 4203) as computed from GNSS vectors; at the Point of Beginning, True Azimuth = Grid Azimuth + 2°54'46".
- '1/2" steel rod set' denotes a 1 inch plastic cap stamped "HOFFPAUIR RPLS 4492" affixed to a 1/2 inch steel rod.
- "nail & washer set" denotes a hardened nail with 1-1/2 inch aluminum washer stamped "HOFFPAUIR RPLS 4492".
- This survey prepared without benefit of title commitment and shows on visible and apparent evidence of easements, surveyor does not warrant ownership.

I, Glenn Hoffpauir, a duly Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat of 0.30 ACRES surveyed for BRIGHT COOP, INC. and the CITY OF NACOGDOCHES accurately depicts the results of a survey made by me on the ground, completed on March 26, 2025.

Witness my hand and seal of registration:



RPLS No. 4492
(originals signed in red ink and embossed; all others null and void)

SURVEYED FOR		
BRIGHT COOP, INC.		
CITY OF NACOGDOCHES		
GLENN HOFFPAUIR SURVEYING, PLLC		
LICENSED FIRM NO. 10194243		
252 CR 817 NACOGDOCHES, TEXAS 75964-2801		
PHONE (936) 560-1227		
REV:	JOB NO:	DRAWN BY:
	41921	gh
DATE:	SHEET NO:	SCALE:
03/26/2025	1 OF 1	1" = 100'

Glenn Hoffpauir Surveying, PLLC
Licensed Firm No. 10194243
252 CR 817
Nacogdoches, Texas 75964-2801

Registered Professional Land Surveyor
Texas Registration No. 4492
email: glenn@ghspllc.com
(936) 560-1227 office (936) 569-3799 mobile

Bright Coop, Inc.
City of Nacogdoches
Project 41921

0.30 Acre Quitclaim
City Block 56
Nacogdoches, Texas

All that certain 0.30 acre parcel of land situated in **CITY BLOCK 56** of the City of Nacogdoches, Nacogdoches County, Texas, including

- part of the street labeled "Street 20 feet wide" (now called Reedy Street) on **TRACT NO. 2 of the MAP OF THE PARTITION of P.D. FORE ESTATE** originally recorded in Volume 155, Page 512 of the Nacogdoches County Deed Records (NCDR) and transferred to Volume 4, Page 25 of the Nacogdoches County Plat Records (NCPR), and
- part of the land lying east of the above-mentioned street labeled "Street 20 feet wide" and west of a called 24.737 acre tract (48.14 acres save and except 11.693 acres and 11.71 acres) designated "Tract I" and conveyed by Jack Little and wife, Melba Little to Bright Coop, Inc. as described in Warranty Deed dated June 9, 2006, recorded in Volume 2454, Page 79 of the Nacogdoches County Official Public Records (NCOPR),

said 0.30 acres being more particularly described by metes and bounds as follows, according to a survey made by Glenn Hoffpauir, Registered Professional Land Surveyor, completed on March 26, 2025:

§§§

Note that in the following description,

- **bearings** refer to Grid North of the Texas Coordinate System of 1983 (Central Zone 4203) as computed from GNSS vectors; at the Point of Beginning, True Azimuth = Grid Azimuth + 2°54'46", and
- **"1/2 in. steel rod set"** denotes a 1 inch plastic cap stamped "HOFFPAUIR RPLS 4492" affixed to a 1/2 inch steel rod.
- **"nail and washer set"** denotes a hardened nail with 1-1/2 inch aluminum washer stamped "HOFFPAUIR RPLS 4492".
- **A plat dated March 26, 2025** accompanies this description.

§§§

BEGINNING at a point for corner in the west right-of-way line of the 20 foot wide street (now called Reedy Street) at the northeast corner of a 1.87 acre parcel including Lots 4 through 7 of Tract No. 2 of the Partition of the P.D. Fore Estate, conveyed by Robert Paul Hawk and Debra Ann Hawk to Bright Coop, Inc. as described in General Warranty Deed dated January 17, 2025, recorded in Clerk's Document No. 2025-561 NCOPR, and at the southeast corner of a parcel including Lots 8 and 9 of Tract No. 2 of the Partition of the P.D. Fore Estate, conveyed by Michael Shane Bridwell to Rodrigo Escobar as described in Warranty Deed dated March 12, 2020, recorded in Clerk's Document 2020-1692 NCOPR, from said beginning corner a $\frac{3}{4}$ in. iron pipe found for witness bears N 83°28'37" W, 2.43 feet and a $\frac{1}{2}$ in. iron rod set for corner on January 6, 2025 at the northwest corner of the 1.87 acre parcel and the southwest corner of the Escobar parcel bears N 83°28'37" W, 280.00 feet;

THENCE S 83°28'37" E, 24.79 feet with the projected north boundary line of the 1.87 acre parcel and the projected south boundary line of the Escobar parcel to a $\frac{1}{2}$ in. steel rod set for corner in the west boundary line of the called 24.737 acre tract from which a $\frac{1}{2}$ in. steel rod found for corner in asphalt pavement on Reedy Street at the northwest corner of the called 24.737 acre tract bears N 06°07'47" E, 336.18 feet;

THENCE S 06°07'47" W, 509.20 feet (called S 9°42'57" W in 2454/79 NCOPR) with the west boundary line of the called 24.737 acre tract to a nail and washer set for corner in asphalt pavement at an angle corner in the west boundary line of the called 24.737 acre tract and the northeast corner of a called 10.03 acre tract designated "Tract II" and conveyed by Jack Little and wife, Melba Little to Bright Coop, Inc. as described in 2454/79 NCOPR;

THENCE N 83°28'37" W, 26.48 feet (called N 80°00'55" W in 2454/79 NCOPR) with the north boundary line of the called 10.03 acre tract and with the south boundary line of the aforementioned 20 wide street to a nail and washer set for corner in asphalt pavement at the southwest corner of the 20 foot wide street and the southeast corner of a parcel including Lots 1 through 3 of Tract No. 2 of the Partition of P.D. Fore Estate, conveyed by Robert Paul Hawk and wife, Debra Ann Hawk to Bright Coop, Inc. as described in Warranty Deed dated December 15, 2012, recorded in 4183/166 NCOPR;

THENCE N 06°19'14" E with the west boundary line of the 20 foot wide street and the east boundary line of the parcel including Lots 1 through 3 of Tract No. 2 of the Partition of P.D. Fore Estate, at 218.32 feet pass a $\frac{1}{2}$ in. steel rod set for corner on January 6, 2025 at the northeast corner of the parcel including Lots 1 through 3 of Tract No. 2 of the Partition of P.D. Fore Estate and the southeast corner of the 1.87 acre parcel, from this steel rod a $\frac{1}{2}$ in. steel rod set for corner on January 6, 2025 at the northwest corner of the parcel including Lots 1 through 3 of Tract No. 2 of the Partition of P.D. Fore Estate and the southwest corner of the 1.87 acre parcel bears N 83°28'37" W, 280.00 feet, and continuing with the west boundary line of the 20 foot wide street and the east boundary line of the 1.87 acre parcel, in all, **N 06°19'14" E, 509.20 feet** (called N 10° E in 4/25 NCPR) to the **Point of Beginning**, containing within these calls **0.30 acres**.

I, Glenn Hoffpauir, a duly Registered Professional Land Surveyor in the State of Texas, do hereby certify that this description of **0.30 acres** surveyed for **Bright Coop, Inc.** and the **City of Nacogdoches** is true and correct, and prepared from a survey made on the ground, completed the 26th day of March, 2025.

Witness my hand and seal of registration:




RPLS No. 4492
(originals signed in red ink and embossed; all others null and void)

PRESENTER: Todd Simoneaux, Interim Finance Director

ITEM/SUBJECT: Public Hearing: Hold a public hearing and receive citizen input on the Proposed FY2025-2026 Budget. (Interim Director of Finance)

SUMMARY/BACKGROUND: The proposed FY 2025-2026 Budget was submitted to the Nacogdoches City Council on August 19, 2025, and work sessions were held on July 15, 2025, and August 19, 2025.

The notice of public hearing on the proposed Budget was published on August 24, 2025.

Local Government Code, Section 102.007 states that at the conclusion of the public hearing, the governing body of the municipality shall take action on the proposed budget. The Council can approve the budget or take action to postpone the final vote on the proposed budget until September 16, 2025.

FINANCIAL:

No financial impact associated with this item

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

Not Applicable

CITY CONTACT: Todd Simoneaux, Interim Director of Finance
simoneauxt@nactx.us
(936) 559-2526

ATTACHMENTS: 1. Budget Hearing PowerPoint 09-2-2025

2025-2026 Budget Hearing

Presented September 2, 2025

Todd Simoneaux, CPA

Interim Finance Director



Date		General Fund	Utility Fund	Sanitation Fund
10/1/2025	Estimated Beginning Cash (Total)	\$ 17,759,353	\$ 77,126,808	\$ 18,285,703
2025-2026	Proposed Operating Revenue	\$ 33,444,549	\$ 21,838,500	\$ 8,417,000
2025-2026	Proposed Operating Expenditures	\$ (32,435,369)	\$ (15,979,448)	\$ (6,910,338)
2025-2026	Proposed Operating Income	\$ 1,009,180	\$ 5,859,052	\$ 1,506,662
2025-2026	Proposed Non-Op Income (Net)	\$ (85,818)	\$ 1,230,000	\$ 445,000
2025-2026	Proposed Capital Expenditures	\$ (2,243,615)	\$ (31,103,250)	\$ (8,240,000)
2025-2026	Proposed Debt Payments	\$ -	\$ (4,542,241)	\$ -
9/30/2026	Estimated Ending Cash (Total)	\$ 16,439,100	\$ 48,570,369	\$ 11,997,365
9/30/2026	Estimated End Cash (Operating) In Excess of Reserve Requirement	\$ 7,118,686	\$ 918,541	\$ 2,415,530
Proposed Tax Rate = Voter Approval Rate		\$ 0.57596/\$100		
Proposed Rate Increases			5.41%	4%





City Council Meeting

Date: September 2, 2025

Agenda Item: 6.D.

PRESENTER: Todd Simoneaux, Interim Finance Director

ITEM/SUBJECT: Action on the FY2025–2026 Proposed Budget in Compliance with City Charter Requirements (Interim Finance Director)

SUMMARY/BACKGROUND: In accordance with Texas Local Government Code §102.007, the City Council may take action to adopt the proposed FY2025–2026 budget at the conclusion of the public hearing. However, the City Charter requires that final adoption of the budget occur no sooner than two weeks following the date it is posted in the newspaper. To comply with Charter provisions, staff recommend postponing final adoption of the budget until the September 16, 2025, City Council Meeting.

FINANCIAL:

No financial impact associated with postponement.

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

This action ensures compliance with the City Charter and statutory budget adoption requirements.

CITY CONTACT: Todd Simoneaux, Interim Director of Finance
simoneauxt@nactx.us
(936) 559-2526

ATTACHMENTS:

PRESENTER: Mike Neu, Executive Director of Development and Infrastructure

ITEM/SUBJECT: Consider approval of an ordinance amending Chapter 14 “Buildings and Building Regulations,” Article VIII “Minimum Urban Standards Code,” Division 4 “Unsafe Structures,” of the Code of Ordinances of the City of Nacogdoches, Texas; Providing a Severability Clause; Providing a Continuation Clause; Providing a Repeal Clause; and Providing an Effective Date. (Executive Director of Development and Infrastructure and City Attorney)

SUMMARY/BACKGROUND: This item proposes to amend Chapter 14 “Buildings and Building Regulations,” Article VIII “Minimum Urban Standards Code,” Division 4 “Unsafe Structures,” of the Code of Ordinances. Changes include:

- Removal of outdated references to state code;
- Creation of a separate Standards section for declaring unsafe conditions;
- Clarification of procedures for determination and abatement;
- Clarification of building standards commission order authority; and
- Confirmation of judicial review authority on appeal.

The Building Standards Commission recommended approval of ordinance amendments as presented on Aug. 26, 2025.

FINANCIAL:

No financial impact associated with this item

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

Not Applicable

CITY CONTACT: Mike Neu, Executive Director of Development and Infrastructure
Jerry Baker, City Attorney

ATTACHMENTS: 1. Ordinance Amendment redline
2. Ordinance Amendment clean

DIVISION 4. UNSAFE STRUCTURES¹

Sec. 14-756. Adoption of subchapter C of Chapter 54 of the Local Government Code of the State of Texas; providing for the implementation of said chapter within the city limits of the city.

The city adopts the provisions of the ~~V.T.C.A. Texas~~ Local Government Code, ch. 54, subch. C thereof, which is entitled Quasi-Judicial Enforcement of Health and Safety Ordinances ~~of Home Rule Municipality~~, and does declare the implementation of that subchapter.

(Ord. No. 1540-4-10, § 3, 4-20-2010)

Sec. 14-757. Duties of the housing official.

- (a) The city manager shall designate a housing official who shall perform such duties as directed by the city council, the city manager and by orders of the building standards commission of the city, constituted and acting pursuant to the provisions of the ~~V.T.C.A. Texas~~ Local Government Code, ch. 54, subch. C thereof relating to the Quasi-Judicial Enforcement of Health and Safety Ordinances ~~of Home Rule Municipalities~~. In addition, the housing official shall inspect all buildings or structures reported or believed to be substandard and shall present preliminary reports to the commission. Further, upon proper notice to property owners and occupants and upon direction of the commission, the housing official shall present testimony to the commission in support of any allegations of substandard character of buildings and structures.
- (b) The housing official, in performance of the duties of said office, shall give notices and shall take such actions as shall be from time to time provided for and directed by the City of Nacogdoches Code of Ordinances and the legislature of the State of Texas, as currently set out in the provisions of the ~~V.T.C.A. Texas~~ Local Government Code, ch. 54, subch. C thereof, as well as any amendments and changes which shall be made from time to time.

(Ord. No. 1540-4-10, § 3, 4-20-2010)

Sec. 14-758. Standards for declaring substandard buildings or structures.

- (a) The building standards commission shall hear evidence and shall, upon finding of the conditions and circumstances as hereinafter set out, declare a building or structure substandard and may order its repair, vacation or demolition as it may deem just, proper and appropriate taking into consideration the circumstances and conditions found to exist.

¹Editor's note(s)—Ord. No. 1540-4-10, § 3, adopted April 20, 2010, amended div. 4 in its entirety. The former div. 4 pertained to similar subject matter and derived from the Code of 1971, §§ 8-42(e), 8-50, 8-50(1)—(8). 8-51; Ord. No. 1274-12-01, adopted Dec. 4, 2001; Ord. No. 1535-11-09, § 3, adopted Nov. 17, 2009.

Cross reference(s)—Environment, ch. 34.

(b) A building or structure may be found to be substandard if:

- (1) *Deteriorated building or structure.* A building or structure has become deteriorated and unsafe through natural causes or by damage as a result of exposure to the elements to the extent that the roof, windows and doors or portions of the house, building or structure which protect from the weather will no longer reasonably protect from the elements thereby threatening the health, safety and well-being of the residents, citizens and inhabitants of the city.
- (2) *Fire hazard.* A building or structure, which because of its wiring, construction or present status, constitutes a fire hazard.
- (3) *Pestilence.* A building or structure which constitutes a menace to the health and safety of the residents, citizens and inhabitants of the city because of the existence of conditions therein which are conducive to the harboring of rats or mice or other disease-carrying animals or insects reasonably calculated to spread disease.
- (4) *Structural deformities.* A building or structure which has been built and constructed in such a manner as to be hazardous in that the construction of the building or structure is of such a nature that it has placed the same in jeopardy of collapse or that the building or structure will not reasonably withstand customary and ordinary exposure to the elements; a building or structure which, because of the deficiency of its materials, methods or means of construction, including the foundation, structural elements, wiring or apparatus, plumbing and fixtures, entrances or exits, renders the building or structure unsafe and dangerous.
- (5) *Inadequate fire safety provisions.* A building, structure or improvements which, because of the materials used, types of construction or design, warning devices, sprinklers or other fire suppression devices, availability of water supply for extinguishing fires or location, design or width of the entrances or exits, make the structure hazardous.
- (6) *Other.* The existence of such other conditions or circumstances which may from time to time be delineated under the terms and provisions of law and within the scope of authority of the building standards commission.

(Ord. No. 1540-4-10, § 3, 4-20-2010)

Sec. 14-~~761~~759. Standards for declaring unsafe conditions.

- (a) The building standards commission shall hear evidence and shall, upon finding of the conditions and circumstances as hereinafter set out, declare a condition unsafe on a property located in the city due to accumulations of refuse, vegetation or other matter that creates breeding and living places for insects and rodents and may order abatement of said nuisances as it may deem just, proper and appropriate taking into consideration the circumstances and conditions found to exist.
- (b) The buildings standards commission shall follow the same procedures for declaring unsafe conditions as are followed for determining unsafe buildings.

(Ord. No. 1540-4-10, § 3, 4-20-2010)

Sec. 14-~~759~~760. Procedure for determination and abatement; notice; hearing; ~~appeal~~.

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

-
- (1) Inspection. ~~Upon written report of t~~The housing official, upon his/her own initiative or the recommendation of the building standards commission, ~~the commission shall~~ establish a docket and make inquiry into ~~inspect~~ the present conditions and circumstances of any building or structure alleged to be substandard or an alleged unsafe condition on a property under the criteria set out ~~herein in this~~ article. If, upon ~~receipt of such information~~ the inspection and investigation of the allegations, the ~~housing official~~ building standards commission believes and concludes that there is a reasonable basis ~~upon which to investigate substantiate~~ such ~~preliminary~~ allegations and findings, then the ~~housing official~~ commission shall proceed ~~as herein provided~~ with a hearing before the building standards commission.
- (2) Notice requirements. Notice shall be provided to the property owners, ~~and all occupants~~ and any lienholders or mortgagees of the property, identifying such property owners, ~~and occupants and~~ lienholders, and mortgagees as can best be determined by statutory due diligence, and further identifying the property, its location, and the improvements thought to be substandard and/or the purported unsafe condition(s) on the property.
- a. A title examination may occur in order that all owners and lienholders might be identified. Such notice shall state the possible result if the condition(s) described are judged substandard or unsafe, and shall state any deadlines that have been established for the hearing and review process. ~~The owners and occupants shall be given notice of an opportunity to appear and show cause why said building, structure or improvements should not be declared substandard under the criteria set out in this Code and why the Commission should not enter appropriate orders to remedy the conditions determined to exist. The notice shall also include a statement that the owner, lienholder, or mortgagee will be required to submit at the hearing proof of the scope of any work that may be required to comply with this article and the time it will take to reasonably perform the work.~~
- b. Such notice shall be delivered by certified mail, with return receipt requested, or by delivery by the United States Postal Service using signature confirmation service, to the known owners, and occupants and lienholders, or mortgagees at their last-known business address or place of residence and may also be personally delivered to the owners, tenants, or occupants residing upon the property.
- c. Notice to all unknown owners shall be given ~~by posting the same~~ by attaching a copy of the notice to the front door or as close to the front door as practicable on each structure situated on the affected property.
- d. The notice ~~Notice~~ shall be mailed and posted on or before the tenth (10th) day before the date of the hearing before the ~~Commission~~ commission and must state the date, time, and place of the hearing. In addition, the notice must be published in a newspaper of general circulation in the ~~municipality~~ city on ~~one occasion~~ or before the tenth (10th) day before the date fixed for the hearing. In the event any notice which is required herein to be served in person or by certified mail cannot be served because the owner, lienholder, or mortgagee cannot be found, such notice shall be deemed to have been served by its publication in a newspaper of general circulation.
- e. Notice of a proceeding before the commission may also be filed in the Official Public Records of Real Property of Nacogdoches County. The notice must contain the name and address of the owner of the affected property if that information can be determined from a reasonable search of the instruments on file in the office of the county clerk, a legal description of the affected property, and a description of the proceeding. The filing of the notice is binding on subsequent grantees, lienholders, or other transferees of an interest in the property who acquire such interest after the filing of the notice and constitutes notice of the proceeding on any

subsequent recipient of any interest in the property who acquires such interest after the filing of the notice.

- (3) Hearing. On the day set in such ~~citation and~~ notice ~~to show cause~~, a hearing shall be held before the building standards commission. The housing official or other designated individual appointed by the city manager shall present evidence before the commission, and the commission shall hear any additional evidence or rebuttal that may be presented by any party to the hearing. The owners, lienholders, and mortgagees shall be given an opportunity to appear before the building standards commission and show cause why said building, structure, improvements, or property should not be declared substandard or unsafe under the criteria set out in this article, and why the commission should not enter appropriate orders to remedy the conditions determined to exist. Based upon the evidence presented and ~~solely under assessment of~~ the criteria set out in this ~~Code article~~, the commission shall ~~then make a determine determination of~~ whether or not such building or structure is a substandard building or structure or whether an unsafe condition exists on a property.
- (4) Findings. By majority vote. ~~The the~~ building standards commission shall have the power to order the demolition, partial demolition, repair, renovation, or remodeling of any building or structure found to be substandard; order the building or structure to be secured, vacated, or to relocate any occupants therein; and/or order the repair, remediation, or clean-up of any property determined to be unsafe under the criteria herein provided. The commission shall make findings concerning the requirements stated in this section, and issue an order ~~as to stating any the decision made of the commission, and such order shall specifying~~ the action to be taken and the time period in which such action is to be taken ~~and shall make affirmative findings as to the name of the property owner(s) and/or tenants and lien holders.~~
- (5) Disposition of order. A copy of the final order of the commission shall be:
- a. served ~~Served~~ upon the property owners, ~~and occupants and any~~ lien-holders or mortgagees in the same manner as provided for the service of the notice herein required ~~;~~;
 - b. Filed in the office of the city secretary; and
 - c. Published in a newspaper of general circulation in the city, either in its entirety or as a summary of said order, which summary shall contain the following information:
 - i. the street address or legal description of the property;
 - ii. the date of the hearing;
 - iii. a brief statement indicating the results of the order; and
 - iv. instructions stating where a complete copy of the order may be obtained.
- (5) ~~In the event any notice which is required herein to be served in person or by certified mail cannot be served because neither the owner nor occupant can be found, such notice shall be deemed to have been served if the same is published in a newspaper of general circulation. Any notice so published need not be the exact text of the notice intended to be mailed but may be a synopsis thereof so long as the same is of sufficient clarity and content to place all persons on notice as to the intent thereof.~~
- (6) ~~Either the owner and/or occupant of any building or structure declared substandard by order of the building standards commission or any other third party aggrieved by a decision of the building standards commission may appeal the decision of the building standards commission by giving notice thereof to the city secretary within ten days from the date of such order and by paying a fee of \$150.00.~~

~~Upon perfection of such appeal, the secretary of the building standards commission shall forward the record of the commission to the city secretary. The city council shall review the same and may make any~~

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

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

(Ord. No. 1540-4-10, § 3, 4-20-2010)

Sec. 14-~~760~~761. Emergency procedure.

- (a) When it shall appear that a building or structure in the city is a substandard building under the terms of this article and that such building or structure or the manner of its use constitutes an immediate and serious danger to life or property, the condition shall be deemed a condition justifying the use of emergency measures. In such case, the building standards commission, ~~a majority of the commissioners~~ or the housing official may, with the consent and approval of the city manager, order any of the following emergency measures to be taken:
- (1) Immediate vacation of such building, structure and/or adjoining buildings or structures;
 - (2) Vacation of the danger area around such building or structure;
 - (3) Such emergency shoring-up and bracing of walls, roofs and supports as are required to render such building or structure safe;
 - (4) Destruction of such walls, roofs and supports or the entire structure or so much thereof as cannot be braced or made secure with safety;
 - (5) Posting of notices on or near such building or structure or buildings or structures notifying the public of such order and ordering all persons to keep out of such building, buildings, structure or structures and the areas of danger surrounding it or them; and
 - (6) Securing the structure to prevent or restrict entry.
- (b) When any of the above-mentioned measures are ordered to be taken, notice of such order shall be given as follows:
- (1) Such order shall be directed to the owner of such substandard building or structure or his authorized representative if the same is known. Where notification can be accomplished without increasing the danger to life or property, notice shall be given by personal service on the owner of the building or structure or his said representative.
 - (2) In the event that such notification would create such a delay as would materially increase the danger to life or property, then such notice need not be given.
- (c) If the owner or his representative shall fail or refuse to carry out such order or shall fail to carry out such order satisfactorily, the building standards commission or the housing official may, upon approval of the city

manager, proceed to carry out such orders either by private contract or through an agency of the city, and the cost thus incurred shall constitute a valid lien against the property.

(Ord. No. 1540-4-10, § 3, 4-20-2010)

~~Sec. 14-761. Standards for declaring unsafe conditions.~~

~~(a) The building standards commission shall hear evidence and shall, upon finding of the conditions and circumstances as hereinafter set out, declare a condition unsafe due to accumulations of refuse, vegetation or other matter that creates breeding and living places for insects and rodents and may order abatement of said nuisances as it may deem just, proper and appropriate taking into consideration the circumstances and conditions found to exist.~~

~~(b) The buildings standards commission shall follow the same procedures for declaring unsafe conditions as are followed for determining unsafe buildings.~~

~~(Ord. No. 1540-4-10, § 3, 4-20-2010)~~

Sec. 14-762. Civil penalties.

Failure to comply with the terms and provisions of any order of the building standards commission ~~or of the city council~~ within the time specified shall constitute a violation of the Code of Ordinances of the city, of this article and of the requirements of law. Pursuant to the requirements of law, any owner, owner's representative or third party found by the building standards commission ~~or by the city council upon appeal~~ to have control over any premises made the subject of any order of the commission ~~or of the city council~~ shall be deemed to be in violation of the terms and provisions of said order and in violation of this Code if such person shall fail to take such action as is mandated or required by said order; and upon the effective date of said order as set out therein, such person shall be subject to a civil penalty not to exceed \$1,000.00 per day for violation of this Code.

(Ord. No. 1540-4-10, § 3, 4-20-2010)

Sec. 14-763. Enforcement.

It shall be the duty of the city manager or his designee to enforce the orders of the building standards commission ~~or of the city council~~ by filing action in the appropriate court of this state when authorized.

(Ord. No. 1540-4-10, § 3, 4-20-2010)

Sec. 14-764. Liability of city.

Neither the city nor any authorized agent acting under the terms of this article shall be liable or have any liability by reason of orders issued or work done in compliance with the terms of this article.

(Ord. No. 1540-4-10, § 3, 4-20-2010)

Sec. 14-765. Judicial review.

(a) Any owner, lienholder, or mortgagee of record jointly or severally aggrieved by any decision of the commission may present a petition to a district court, duly verified, setting forth that the decision is illegal, in whole or in part, and specifying the grounds of the illegality. The petition must be presented to the court within thirty (30) calendar days after the date a copy of the final decision of the commission is personally

delivered or mailed by first class mail, certified, return receipt requested, to all persons to whom notice is required to be sent, as set forth herein.

(b) If no appeals are taken from the decision of the commission within the required period, the decision of the commission shall, in all things, be final and binding.

Sec. 14-~~765~~766—14-795. Reserved.

DIVISION 4. UNSAFE STRUCTURES¹

Sec. 14-756. Adoption of subchapter C of Chapter 54 of the Local Government Code of the State of Texas; providing for the implementation of said chapter within the city limits of the city.

The city adopts the provisions of the Texas Local Government Code, ch. 54, subch. C thereof, which is entitled Quasi-Judicial Enforcement of Health and Safety Ordinances, and does declare the implementation of that subchapter.

(Ord. No. 1540-4-10, § 3, 4-20-2010)

Sec. 14-757. Duties of the housing official.

- (a) The city manager shall designate a housing official who shall perform such duties as directed by the city council, the city manager and by orders of the building standards commission of the city, constituted and acting pursuant to the provisions of the Texas Local Government Code, ch. 54, subch. C thereof relating to the Quasi-Judicial Enforcement of Health and Safety Ordinances. In addition, the housing official shall inspect all buildings or structures reported or believed to be substandard and shall present preliminary reports to the commission. Further, upon proper notice to property owners and occupants and upon direction of the commission, the housing official shall present testimony to the commission in support of any allegations of substandard character of buildings and structures.
- (b) The housing official, in performance of the duties of said office, shall give notices and shall take such actions as shall be from time to time provided for and directed by the City of Nacogdoches Code of Ordinances and the legislature of the State of Texas, as currently set out in the provisions of the Texas Local Government Code, ch. 54, subch. C thereof, as well as any amendments and changes which shall be made from time to time.

(Ord. No. 1540-4-10, § 3, 4-20-2010)

Sec. 14-758. Standards for declaring substandard buildings or structures.

- (a) The building standards commission shall hear evidence and shall, upon finding of the conditions and circumstances as hereinafter set out, declare a building or structure substandard and may order its repair, vacation or demolition as it may deem just, proper and appropriate taking into consideration the circumstances and conditions found to exist.

¹Editor's note(s)—Ord. No. 1540-4-10, § 3, adopted April 20, 2010, amended div. 4 in its entirety. The former div. 4 pertained to similar subject matter and derived from the Code of 1971, §§ 8-42(e), 8-50, 8-50(1)—(8). 8-51; Ord. No. 1274-12-01, adopted Dec. 4, 2001; Ord. No. 1535-11-09, § 3, adopted Nov. 17, 2009.

Cross reference(s)—Environment, ch. 34.

(b) A building or structure may be found to be substandard if:

- (1) *Deteriorated building or structure.* A building or structure has become deteriorated and unsafe through natural causes or by damage as a result of exposure to the elements to the extent that the roof, windows and doors or portions of the house, building or structure which protect from the weather will no longer reasonably protect from the elements thereby threatening the health, safety and well-being of the residents, citizens and inhabitants of the city.
- (2) *Fire hazard.* A building or structure, which because of its wiring, construction or present status, constitutes a fire hazard.
- (3) *Pestilence.* A building or structure which constitutes a menace to the health and safety of the residents, citizens and inhabitants of the city because of the existence of conditions therein which are conducive to the harboring of rats or mice or other disease-carrying animals or insects reasonably calculated to spread disease.
- (4) *Structural deformities.* A building or structure which has been built and constructed in such a manner as to be hazardous in that the construction of the building or structure is of such a nature that it has placed the same in jeopardy of collapse or that the building or structure will not reasonably withstand customary and ordinary exposure to the elements; a building or structure which, because of the deficiency of its materials, methods or means of construction, including the foundation, structural elements, wiring or apparatus, plumbing and fixtures, entrances or exits, renders the building or structure unsafe and dangerous.
- (5) *Inadequate fire safety provisions.* A building, structure or improvements which, because of the materials used, types of construction or design, warning devices, sprinklers or other fire suppression devices, availability of water supply for extinguishing fires or location, design or width of the entrances or exits, make the structure hazardous.
- (6) *Other.* The existence of such other conditions or circumstances which may from time to time be delineated under the terms and provisions of law and within the scope of authority of the building standards commission.

(Ord. No. 1540-4-10, § 3, 4-20-2010)

Sec. 14-759. Standards for declaring unsafe conditions.

- (a) The building standards commission shall hear evidence and shall, upon finding of the conditions and circumstances as hereinafter set out, declare a condition unsafe on a property located in the city due to accumulations of refuse, vegetation or other matter that creates breeding and living places for insects and rodents and may order abatement of said nuisances as it may deem just, proper and appropriate taking into consideration the circumstances and conditions found to exist.
- (b) The buildings standards commission shall follow the same procedures for declaring unsafe conditions as are followed for determining unsafe buildings.

(Ord. No. 1540-4-10, § 3, 4-20-2010)

Sec. 14-760. Procedure for determination and abatement; notice; hearing.

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

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- (1) *Inspection.* The housing official, upon his/her own initiative or the recommendation of the building standards commission, shall inspect the present conditions and circumstances of any building or structure alleged to be substandard or an alleged unsafe condition on a property under the criteria set out in this article. If, upon the inspection and investigation of the allegations, the housing official believes and concludes that there is a reasonable basis to substantiate such allegations, then the housing official shall proceed with a hearing before the building standards commission.
- (2) *Notice requirements.* Notice shall be provided to the property owners, and any lienholders or mortgagees of the property, identifying such property owners, lienholders, and mortgagees as can best be determined by statutory due diligence, and further identifying the property, its location, and the improvements thought to be substandard and/or the purported unsafe condition(s) on the property.
- a. Such notice shall state the possible result if the condition(s) described are judged substandard or unsafe, and shall state any deadlines that have been established for the hearing and review process. The notice shall also include a statement that the owner, lienholder, or mortgagee will be required to submit at the hearing proof of the scope of any work that may be required to comply with this article and the time it will take to reasonably perform the work.
 - b. Such notice shall be delivered by certified mail, with return receipt requested, or by delivery by the United States Postal Service using signature confirmation service, to the known owners, lienholders, or mortgagees at their last-known business address or place of residence and may also be personally delivered to the owners, tenants, or occupants residing upon the property.
 - c. Notice to all unknown owners shall be given by attaching a copy of the notice to the front door or as close to the front door as practicable on each structure situated on the affected property.
 - d. Notice shall be mailed and posted on or before the tenth (10th) day before the date of the hearing before the commission and must state the date, time, and place of the hearing. In addition, the notice must be published in a newspaper of general circulation in the city on or before the tenth (10th) day before the date fixed for the hearing. In the event any notice which is required herein to be served in person or by certified mail cannot be served because the owner, lienholder, or mortgagee cannot be found, such notice shall be deemed to have been served by its publication in a newspaper of general circulation.
 - e. Notice of a proceeding before the commission may also be filed in the Official Public Records of Real Property of Nacogdoches County. The notice must contain the name and address of the owner of the affected property if that information can be determined from a reasonable search of the instruments on file in the office of the county clerk, a legal description of the affected property, and a description of the proceeding. The filing of the notice is binding on subsequent grantees, lienholders, or other transferees of an interest in the property who acquire such interest after the filing of the notice and constitutes notice of the proceeding on any subsequent recipient of any interest in the property who acquires such interest after the filing of the notice.
- (3) *Hearing.* On the day set in such notice, a hearing shall be held before the building standards commission. The housing official or other designated individual appointed by the city manager shall present evidence before the commission, and the commission shall hear any additional evidence or rebuttal that may be presented by any party to the hearing. The owners, lienholders, and mortgagees shall be given an opportunity to appear before the building standards commission and show cause why said building, structure, improvements, or property should not be declared substandard or unsafe under the criteria set out in this article, and why the commission should not enter appropriate orders to remedy the conditions determined to exist. Based upon the evidence presented and assessment of

the criteria set out in this article, the commission shall make a determination of whether or not such building or structure is a substandard building or structure or whether an unsafe condition exists on a property.

- (4) *Findings.* By majority vote, the building standards commission shall have the power to order the demolition, partial demolition, repair, renovation, or remodeling of any building or structure found to be substandard; order the building or structure to be secured, vacated, or to relocate any occupants therein; and/or order the repair, remediation, or clean-up of any property determined to be unsafe under the criteria herein provided. The commission shall make findings concerning the requirements stated in this section, and issue an order stating the decision of the commission and specifying the action to be taken and the time period in which such action is to be taken.
- (5) *Disposition of order.* A copy of the final order of the commission shall be:
- a. Served upon the property owners, and any lienholders or mortgagees in the same manner as provided for the service of the notice herein required;
 - b. Filed in the office of the city secretary; and
 - c. Published in a newspaper of general circulation in the city, either in its entirety or as a summary of said order, which summary shall contain the following information:
 - i. the street address or legal description of the property;
 - ii. the date of the hearing;
 - iii. a brief statement indicating the results of the order; and
 - iv. instructions stating where a complete copy of the order may be obtained.
- (6) *Non-compliance.* If the owner, lienholder, and/or mortgagee shall fail or refuse to carry out such order or shall fail to carry out such order satisfactorily, the building standards commission or the housing official may, upon approval of the city manager, proceed to carry out such orders either by private contract or through an agency of the city, and the cost thus incurred shall constitute a valid lien against the property. The lien against the property for the expenses incurred by the city, including fees and interest, shall be prepared and filed in accordance with the provisions of section 34-33 of the code of ordinances.

(Ord. No. 1540-4-10, § 3, 4-20-2010)

Sec. 14-761. Emergency procedure.

- (a) When it shall appear that a building or structure in the city is a substandard building under the terms of this article and that such building or structure or the manner of its use constitutes an immediate and serious danger to life or property, the condition shall be deemed a condition justifying the use of emergency measures. In such case, the building standards commission or the housing official may, with the consent and approval of the city manager, order any of the following emergency measures to be taken:
- (1) Immediate vacation of such building, structure and/or adjoining buildings or structures;
 - (2) Vacation of the danger area around such building or structure;
 - (3) Such emergency shoring-up and bracing of walls, roofs and supports as are required to render such building or structure safe;

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- (4) Destruction of such walls, roofs and supports or the entire structure or so much thereof as cannot be braced or made secure with safety;
 - (5) Posting of notices on or near such building or structure or buildings or structures notifying the public of such order and ordering all persons to keep out of such building, buildings, structure or structures and the areas of danger surrounding it or them; and
 - (6) Securing the structure to prevent or restrict entry.
- (b) When any of the above-mentioned measures are ordered to be taken, notice of such order shall be given as follows:
- (1) Such order shall be directed to the owner of such substandard building or structure or his authorized representative if the same is known. Where notification can be accomplished without increasing the danger to life or property, notice shall be given by personal service on the owner of the building or structure or his said representative.
 - (2) In the event that such notification would create such a delay as would materially increase the danger to life or property, then such notice need not be given.
- (c) If the owner or his representative shall fail or refuse to carry out such order or shall fail to carry out such order satisfactorily, the building standards commission or the housing official may, upon approval of the city manager, proceed to carry out such orders either by private contract or through an agency of the city, and the cost thus incurred shall constitute a valid lien against the property.
- (Ord. No. 1540-4-10, § 3, 4-20-2010)

Sec. 14-762. Civil penalties.

Failure to comply with the terms and provisions of any order of the building standards commission within the time specified shall constitute a violation of the Code of Ordinances of the city, of this article and of the requirements of law. Pursuant to the requirements of law, any owner, owner's representative or third party found by the building standards commission to have control over any premises made the subject of any order of the commission shall be deemed to be in violation of the terms and provisions of said order and in violation of this Code if such person shall fail to take such action as is mandated or required by said order; and upon the effective date of said order as set out therein, such person shall be subject to a civil penalty not to exceed \$1,000.00 per day for violation of this Code.

(Ord. No. 1540-4-10, § 3, 4-20-2010)

Sec. 14-763. Enforcement.

It shall be the duty of the city manager or his designee to enforce the orders of the building standards commission by filing action in the appropriate court of this state when authorized.

(Ord. No. 1540-4-10, § 3, 4-20-2010)

Sec. 14-764. Liability of city.

Neither the city nor any authorized agent acting under the terms of this article shall be liable or have any liability by reason of orders issued or work done in compliance with the terms of this article.

(Ord. No. 1540-4-10, § 3, 4-20-2010)

Sec. 14-765. Judicial review.

- (a) Any owner, lienholder, or mortgagee of record jointly or severally aggrieved by any decision of the commission may present a petition to a district court, duly verified, setting forth that the decision is illegal, in whole or in part, and specifying the grounds of the illegality. The petition must be presented to the court within thirty (30) calendar days after the date a copy of the final decision of the commission is personally delivered or mailed by first class mail, certified, return receipt requested, to all persons to whom notice is required to be sent, as set forth herein.
- (b) If no appeals are taken from the decision of the commission within the required period, the decision of the commission shall, in all things, be final and binding.

Sec. 14-766—14-795. Reserved.